

**AGENDA
CITY OF STURGEON BAY
WATERFRONT REDEVELOPMENT AUTHORITY**

Monday, July 20, 2015
2:30 p.m.
Council Chambers, City Hall
421 Michigan Street

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from June 8, 2015.
4. Consideration of: Proposals for Redevelopment of Grain Elevator Site (selection process).
5. Update Regarding West Waterfront Redevelopment Activities.
6. Consideration of: Satisfaction of Conditions Precedent to City and WRA Obligations under Section 8 of Development Agreement for Sawyer Hotel Development, LLC.
7. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Notice is hereby given that a majority of the Common Council may be present at this meeting to gather information about a subject over which they have decision-making responsibility. If a quorum of the Common Council does attend, this may constitute a meeting of the Common Council and is noticed as such, although the Common Council will not take any formal action at this meeting.

WRA Members
Thomas Herlache, Chair
William Galligan
Rick Wiesner
Cap Wulf
John Asher
Chris Jeanquart
Kelly Catarazoli

7/16/15
3:30 p.m.
CN

WATERFRONT REDEVELOPMENT AUTHORITY

Monday, June 8, 2015

A meeting of the Waterfront Redevelopment Authority was called to order at 2:30 p.m. by Chairperson Thomas Herlache in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members Bill Galligan, Rick Wiesner, John Asher, Cap Wulf, Chris Jeanquart, Tom Herlache, and Kelly Catarazoli were present. Also present were Mayor Thad Birmingham, City Administrator Steve McNeil, City Engineer Tony Depies, DCEDC Executive Director Bill Chaudoir, Aldermen Ron Vandertie, Jerry Stults, Will Gregory, and Ed Ireland, Community Development Director Marty Olejniczak, and Community Development Secretary Cheryl Nault and several members of the public.

Adoption of agenda: Moved by Mr. Asher, seconded by Mr. Galligan to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from April 13, 2015.
4. Consideration of: Report for Potential Relocation of Tugboat Study.
5. Consideration of: Status and Issues Relating to Hotel Lindgren.
6. Consideration of: Update regarding Request for Proposals for Grain Elevator Development Site.
7. Consideration of: Update regarding West Waterfront Public Space.
8. Adjourn.

Carried.

Approval of minutes from April 13, 2015: Moved by Mr. Wiesner, seconded by Mr. Asher to approve the minutes from April 13, 2015. All ayes. Carried.

Mr. Herlache mentioned that he will be recusing himself from discussion on Item #5 regarding the hotel for appearance purposes, as Mr. Papke has contacted Baylake Bank in regard to financing.

Consideration of: Report for Potential Relocation of Tugboat Study: Mr. Olejniczak stated that AECOM has submitted a summary of the Phase 1 study of potential sites for relocation of the Selvick tugboats. Nine site observations were included in the summary. Those sites included Bullhead Point, Railroad Spur, current location (City-owned dockwall), Bayview Business Properties (Schmelzer site), Sunset Park, Madelyn Marina, City site east of Hwy 42/57, North end of Barge Road, and Graham Park. The Authority needed to decide what sites they felt were worth having future consideration. After meeting with the owner of the tugboats, staff felt that the site on the north end of Barge Road should be eliminated since the site is owned by the Federal Government and the cost would be significant to remove the tugs from downtown. There would also be ice breaking issues.

Mr. Herlache suggested that the existing dockwall and Graham Park be done in one study.

Mr. Olejniczak added another possible site to consider that is not included in the report would be the area by the sewage treatment plant. There is a marina dock on either side.

Ms. Catarazoli asked why there was not an option to do nothing. Mr. Herlache responded that is always an option to not study anything. During discussions in the past, the Authority did not want the tugboats located where they are now. The study is to determine if there are other places that the tugs could be relocated. Ms. Catarazoli also mentioned that the owners of the tugs were asking for a storage shed, as well additional parking. She just wanted to be able to show the public what it would cost to do nothing and keep the tugs where they are. This could be shown in the comparisons.

Mr. Wulf stated that 25 years ago the property was leased to Selvick one year at a time. The redevelopment plan called for redeveloping the property and the tugs would be a conflict at that location. He didn't feel it was the City's obligation to pay for relocation and should not be considered an option. It is a conflict and shouldn't even be considered to keep them where they are. He felt that the two sites closest to Bay Ship should be the only ones considered, Bayview Business Properties and Sunset Park.

Discussion continued. Moved by Mr. Wulf, seconded by Mr. Galligan to continue with the study on the Bayview Business Properties (Site 4) and Sunset Park (Site 5).

Ms. Catarazoli responded 25 years ago is not the sentiment of the public today. She was looking at this financially. It would be very costly to move the tugs.

Mr. Olejniczak confirmed that the current lease is year to year, with a 6 month notification. He also commented on the Sawyer Park and Bayview Business sites. Sawyer Park has a design that could interfere with the graving dock. It still could be an option, but not with that design. The shoreline behind the Bayview Business Properties would not have enough room for all of the tugs. Palmer Johnson had shown interest in building a dock in the future. It is possible to have the tugs placed at multiple locations.

After further discussion, the motion was amended by Mr. Asher, seconded by Mr. Wulf to add further study to Graham Park and the sewage plant area. All ayes. Carried. A roll call vote was then taken on the original motion as amended. Carried, with Ms. Catarazoli voting no.

Mr. Herlache suggested item #5 be put at the end of the agenda, since he would be abstaining from any discussion.

Consideration of: Update regarding Request for Proposals for Grain Elevator Development Site: Rene McAllister, 1010 N. 5th Avenue, stated she had applied to be a Historic Preservation Commission member, but Jeff Serafico was appointed and has not yet been sworn in. She thought that this tied in with this item. Mr. Herlache responded that this committee is not where that should be addressed.

Mr. Olejniczak stated the RFP was extended for 45 days until July 20th. There have been a couple interested parties, but the timing was tight. Also, staff determined it would be a good idea to solicit micro-breweries and breweries. Nothing has been submitted yet.

Consideration of: Update regarding West Waterfront Public Space: Mr. Olejniczak stated

that the Joint Committee, consisting of the Plan Commission, Waterfront Design Review Board, and Park & Rec Board, have conducted a couple of meetings and decided to proceed with the design and engineering work for just the promenade area. They did not want to consider the waterside improvements or park area that the hotel wraps around until more is known about the hotel construction. Cedar Corp. is the engineer for this project and is working on some plans that will be presented to the Joint Committee at a future meeting. Ms. Catarazoli thought that the WRA should be part of that Board.

Mr. Herlache left the meeting at 3:05 p.m. Mr. Galligan then took over as chairperson.

Consideration of: Status and Issues Relating to Hotel Lindgren: Mr. Olejniczak stated that there has not been anything received from Mr. Papke regarding financing. State approved plans have been submitted. The second round of environmental testing for the Voluntary Party Liability Exemption was completed and are waiting for the results. Electrical guy wires for the transmission pole were moved by Sturgeon Bay Utilities. ATC may be removing all transmission lines in the future. There is a special Council meeting Tuesday to approve the contract for the Maple Street road construction.

Ms. Catarazoli referred to a memo from City Attorney Randy Nesbitt that stated the developer's contract is now public. She asked Mr. Olejniczak to address the timeline issue as far as deadlines. Mr. Olejniczak responded that since the Planned Unit Development was approved after a certain deadline in the development agreement, Mr. Papke's timeline to get financing and start construction was automatically extended by one year until June 15, 2016. The developers want to begin this year and meet the original timetable. Mr. Papke is obligated to build a hotel of minimum value. It is in the best interest for the developer and the City to get this construction going as soon as possible to start paying back the TIF loan.

Adjourn: Moved by Mr. Wulf, seconded by Mr. Asher to adjourn. Meeting adjourned at 3:19 p.m. All ayes. Carried.

Respectfully Submitted,



Cheryl Nault
Community Development Secretary

Martin Olejniczak, AICP
Community Development Director
421 Michigan Street
Sturgeon Bay, WI 54235



Phone: 920-746-2910
Fax: 920-746-2905
E-mail: molejniczak@sturgeonbaywi.org
Website: www.sturgeonbaywi.org

MEMO

To: Waterfront Redevelopment Authority
From: Marty Olejniczak, Community Development Director
Date: July 16, 2015
Subject: Proposals for Redevelopment of Grain Elevator Site

The WRA issued a Request for Proposals for redevelopment of the grain elevator site at the West Waterfront. Proposals are due July 20th. Any proposals that are submitted prior to the WRA meeting will be distributed. The WRA needs to consider how it wants to proceed with the review of the proposals and potential selection of a developer. The process may depend upon the number of proposals received. The RFP states that the WRA will review the proposals and make a recommendation to the Council. It also states the WRA may request a presentation by the developer. Therefore, for the July 20th meeting the WRA should determine the specific process to review the proposals.

In addition, Jerry Kobishop has requested an extension in order to submit materials for his development proposal at a later date. Mr. Kobishop desires to have a feasibility study conducted for his proposal to convert the site into "The Old Mill" Performing Arts Theme Park and Training Center. Info about Mr. Kobishop's concept and request for an extension are included in the packet. The WRA needs to determine if an extension should be granted. There may be a need for additional info to be submitted for other development proposals as well.



Request for Proposals
City of Sturgeon Bay, Wisconsin
Waterfront Property Redevelopment

Issued: March 9, 2015

Due: July 20, 2015

Please address questions to:

Marty Olejniczak
Community Development Director
molejniczak@sturgeonbaywi.org
(920) 746-6908

Steve McNeil
City Administrator
smcneil@sturgeonbaywi.org
(920) 746-6905

Proposals will be received at the office of the City Clerk, 421 Michigan Street, Sturgeon Bay, WI until 2:00PM, July 20, 2015. Please send 1 unbound hard copy and an electronic version (pdf format preferred).

Submit Proposals to Clerk at:

Stephanie Reinhardt, Clerk
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235

Email: sreinhardt@sturgeonbaywi.org

Existing project and plan materials can be downloaded at:

(<http://www.sturgeonbaywi.org/departments/community-development/west-waterfront-redevelopment-plan/>)

CITY OF STURGEON BAY, WI

Request for Proposals To Purchase and Develop City-Owned Waterfront Property Grain Elevator Site

The City of Sturgeon Bay seeks development proposal for the purchase and development of a prominent commercial site in downtown Sturgeon Bay. The site is a portion of the former Door County Cooperative. It is part of the city's West Waterfront Redevelopment Project and located within Tax Increment District #4.

Background

Sturgeon Bay's West Waterfront Area is a highly-visible development opportunity area, directly across the Bay from the traditional downtown. Both sides of the Bay have an active local and tourism economy. The subject site is located adjacent to E. Maple Street between the two downtown bridges. Due to its prime location and redevelopment potential, the area is an economic development priority for the City and the Waterfront Redevelopment Authority.

The City of Sturgeon Bay has been planning and implementing the redevelopment of a blighted portion of the West Waterfront area for several years. The project involves improving a portion of city-owned waterfront property into public recreation space with private new development overlooking the public space. The original redevelopment plan was adopted in 2011. As detailed in the plan, the redevelopment vision for the West Waterfront area is centered on:

1. Development of a destination waterfront district with synergistic uses
2. Activity generating redevelopment and infill
3. Serving the local market, yet drawing visitors
4. Complement nearby Westside Business District/Madison Avenue businesses
5. Incorporate public access and pedestrian connectivity

Since the plan was adopted, there have been several modifications to the type and extent of the proposed uses and site layout. The current version envisions an approximately 1.3 acre public promenade and parkland located along the dock wall. Much of the park space is within a filled area between the bulkhead line and the established ordinary high water line and is not available for private development. A four-story 76-room hotel received preliminary approval for a portion of the redevelopment area closest to Oregon Street Bridge. The existing Door County Maritime Museum is located closest to the Michigan Street Bridge on the northern portion of the overall redevelopment site. An approved, but not yet started, addition to the museum includes a 110-foot tall observation tower.

The property that is the subject of this RFP is known as the Grain Elevator site. It sits between the museum and the proposed hotel. The Grain Elevator was identified in the plan as an iconic structure to be considered for adaptive reuse. The Waterfront Redevelopment Authority will consider proposals to adaptively reuse the grain elevator or proposals to replace it with an entirely new development.

In addition to the proposed waterfront uses and improvements, new private development is also planned for two adjacent non-waterfront sites. The city is not the owner of those sites.

General Description of the Property

The proposed development site is currently part of a larger parcel of land owned by the city. The city will create the actual lot needed for the new development based upon the approved site plan. While there is some flexibility regarding the ultimate lot dimensions, the anticipated building envelope is about 73 feet wide by 150 feet deep for an approximate buildable area of ¼-acre. The proposed building can have a smaller footprint.

The subject site is located between the Door County Maritime Museum and a planned 76-room hotel. A planned public waterfront promenade with an approximate width of 80 feet is located between the site and the dock wall. This portion of the property will remain public. Vehicular or pedestrian access routes to the public waterfront promenade are planned between the subject site and the museum and hotel sites.

Access to the development site will be from Locust Court and E. Maple Street through existing or proposed parking areas. The parking areas are proposed to remain in public ownership, but private ownership, or exclusive use, of a limited portion of the parking area for the development could be negotiated.

The land is located within the floodplain of Sturgeon Bay and is governed by the Sturgeon Bay Floodplain Zoning Code. The site is within the floodfringe district. New development must conform to the flood-proofing standards of the floodfringe district or the property must be filled and removed from the floodplain. The requirements include having the first floor elevation of new buildings at least elevation 587.0' or higher (two feet above the regional flood elevation) and providing fill surrounding the building at elevation 586.0' or higher for 15 feet around the building.

Grain Elevator

The only existing structure on the subject site is a grain elevator. This structure was built in ca. 1901. It measures 40 feet x 50 feet. The main portion of the structure is approximately 55 feet high, with the approximately 20-ft square head house rising to about 75 feet high. The building is supported by cast in place concrete grade beams resting on wood piles.

A structural analysis of the grain elevator was completed by Meyer Borgman Johnson Structural Design & Engineering. The engineer's report is available on the Sturgeon Bay Website. Certain structural modifications are recommended prior to any reuse of the building. The estimated cost of the modifications is \$102,000. Two estimates for the cost to demolish the structure were obtained. One put the cost at \$30,000 and the other at \$65,000.

The grain elevator is located within the regulated floodplain and is considered a nonconforming building. The crawl space is below the regional flood elevation (585.0), the first floor elevation of 586.2 is below the flood protection elevation of 587.0, and the ground surrounding the foundation has not been filled to one foot above the regional flood elevation. Under the Sturgeon Bay Floodplain Zoning Code, structural additions or modifications are limited to 50% of the value of the building, unless it is brought into compliance with the code or a variance is granted. The cost to bring the building into compliance with the floodplain code is unknown.

Community Information and Overview

The population of Sturgeon Bay is 9,130 based upon the 2010 census. However, during the summer months the population swells to approximately twice that number due to seasonal residents and

tourists. The trade area for the city is essentially all of Door County as well as northern Kewaunee County. Sturgeon Bay is the regional hub for employment, government, education, health care, and commerce on the Door Peninsula.

The City provides full municipal services which include: public safety (police and fire), health, street maintenance, sanitation, parks and recreation, planning, zoning, assessing, building inspections, financial management, and general administrative services. The City also operates its own electric and water utility and waste water treatment facility.

Zoning & Land Use

The parcel is currently zoned Central Business District (C-2). The C-2 district is intended to provide development and redevelopment opportunities consistent with the historic downtown development pattern. A wide variety of land use, including most retail, office and service uses, are permitted in the C-2 district. Residential use of the property is allowed up to 50% of the floor area of the building(s). Multiple-family dwellings are a conditional use in the district. The complete listing of the allowable uses and other zoning requirements can be found on the city website at www.sturgeonbaywi.org.

Pertinent development requirements for this site include:

- Building height: 45 feet
- Building Setbacks: 5 feet from the property lines
- Impervious Surface: The maximum impervious surfaces (building and pavement) are 100% of the lot area.
- Required Parking: Off-street parking is not required in the C-2 district except for residential and lodging uses.

The site is also subject to the design standards of the Waterfront Design Review Board.

Environmental Remediation

Phase 1 and Phase 2 Environmental Site Assessments have been completed for the site, along with an NR 716 Site Investigation Report. The city has applied for a Voluntary Party Liability Exemption through the state. A decision on the VPLE is pending and is anticipated to occur very soon. Copies of the Environmental Site Assessments are available on the city's website.

Development Parameters

To advance the West Waterfront redevelopment vision and plan, the City is soliciting proposals to develop a desirable and economically feasible project. The proposal must supplement and enhance the existing and planned waterfront uses and the West Side Business District in general. Site plans and building designs should have an urban scale and a distinctive and creative character.

Proposals which do not include the construction and occupancy of a facility within two years will not be considered.

The site is within Tax Increment District #4 and future property taxes from the development are expected to help offset public costs for infrastructure, public space and other municipal expenditures.

Therefore, proposed developments should be taxable or have a payment in lieu of taxes (PILOT) component.

The City of Sturgeon Bay currently plans to construct, own and maintain a public parking area adjoining the Grain Elevator site to support new development. The provision of parking by the city will be part of a development agreement. The planned parking area is intended to be public parking, but exclusive use of a limited portion of the parking area may potentially be negotiated as part of the development agreement.

The City of Sturgeon Bay plans to reconstruct E. Maple Street and replace/upgrade certain utilities serving the subject site at city's cost. Any other improvements or infrastructure needed from the city for the development would have to be requested and negotiated as part of the development proposal.

The City of Sturgeon Bay intends to complete the public access and recreation facilities within the waterfront promenade and park. The final design is subject to change. The timing of improvements will be based upon the availability of tax increment from private development and other funding sources.

All pertinent municipal development requirements are applicable to the site. This includes zoning standards such as minimum building setbacks; sign standards; and on-site storm water management. However, the city will consider the use of planned unit development (PUD) zoning to provide greater flexibility for the standards subject to design criteria and other requirements of PUD zoning districts.

The specific lot for the development has not been created, but the approximate boundaries of the buildable area are shown in the attached map. The purchase price is negotiable dependent on the fit of the proposed project with the community's goals, plan vision and the developer's level of investment and capacity to complete the project.

Selection of Developer & Evaluation Criteria

The selected developer will be the one that most successfully demonstrates the following:

1. Successful experience in design and development of projects of a similar use and size.
2. Familiarity with Sturgeon Bay and the Door County area.
3. A site design and building design for this specific property that meets the redevelopment vision, incorporates aspects of waterfront design, with a strong character and quality building materials
4. A proposed use or mix of uses that is marketable and which will complement and strengthen the existing and planned waterfront uses and adjoining parkland. The ideal mix of uses on the waterfront and site encourage a vibrant, destination-oriented district that attracts people and activity.
5. It is favorable to consider the potential to reuse the iconic Grain Elevator on site within the proposed development, however proposals will also be considered that do not intend to reuse the existing structure.
6. Provides a favorable combination of property tax base, jobs, and economic activity from the new development.
7. Acceptable level of tax increment financing assistance requested from the city, if any.
8. Financial capability to complete the project.

Submittal Requirements

All proposals shall be made as follows:

1. Cover Letter
2. Detailed response to all SELECTION & EVALUATION CRITERIA, above, to include a preliminary site plan and at least one building elevation.
3. Financial Proposal to include the estimated total land and building value for the project when completed. The proposal shall also list all development assistance requested for the project, if any.
4. Total number of Full Time Equivalent Employees that will be employed in the facility.
5. The name and/or business type of all anticipated tenants of the facility.
6. Names and qualifications of key employees that will be involved in the design, construction and management of the project.
7. The proposals shall identify up to three relevant project examples for which the firm/individual has completed similar development projects. References must include the name, title, address, and business phone number of the contact person.
8. Proposed method of financing the construction of the project.
9. Identify the dates when the developer proposes to:
 - a. close on the real estate purchase
 - b. begin construction on the project
 - c. complete construction on the project
10. Any additional information which you/your firm feels necessary.

Proposals will be received at the office of the City Clerk, 421 Michigan Street, Sturgeon Bay, WI until 2:00PM, July 20, 2015. Please send 1 unbound hard copy and an electronic version (pdf format preferred). Electronic version may be emailed to City Clerk at sreinhardt@sturgeonbaywi.org.

All Proposals must be clearly marked:

Proposal to Purchase and Develop City of Sturgeon Bay Grain Elevator Site

All Proposals received will be reviewed by City Staff. Proposals will then be forwarded to the City's Waterfront Redevelopment Authority for review and recommendation to the Common Council. The Waterfront Redevelopment Authority may request a presentation of selected proposals. Evaluation of competing proposals may be completed within closed session(s) under Wis. Stat. 19.85(1)(e). Upon completion of the final evaluation process of the Common Council, an award will follow within open session that may be attended by the general public. The City reserves the right to reject all proposals.

Questions

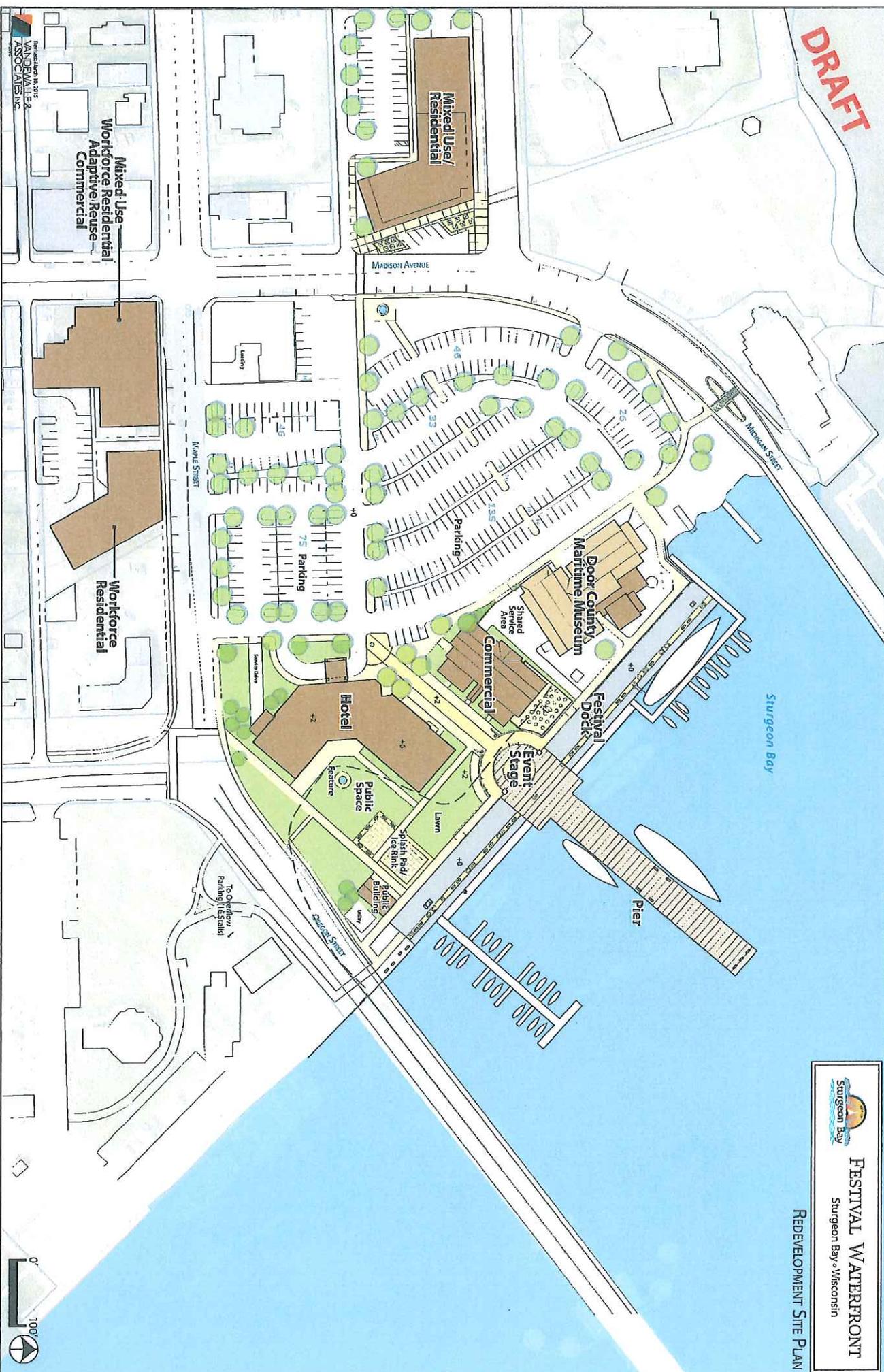
Questions regarding this Request for Proposals should be directed in writing to Community Development Director Marty Olejniczak and/or City Administrator Steve McNeil. Preferable method is by email at molejniczak@sturgeonbaywi.org and smcneil@sturgeonbaywi.org.

Parties interested in seeing the inside of the Grain Elevator may schedule an appointment by contacting City Engineer Tony Depies at (920) 746-2913 or Community Development Director Marty Olejniczak at (920) 746-6908.

List of Attachments

1. West Waterfront Redevelopment Site Plan
2. Bird's Eye Perspective of Proposed Redevelopment
3. Air Photo showing outline of granary and approximate potential building envelope for new development
4. Current photo of the granary
5. Photo of the interior of the granary
6. Concept drawing for reuse of the granary

DRAFT

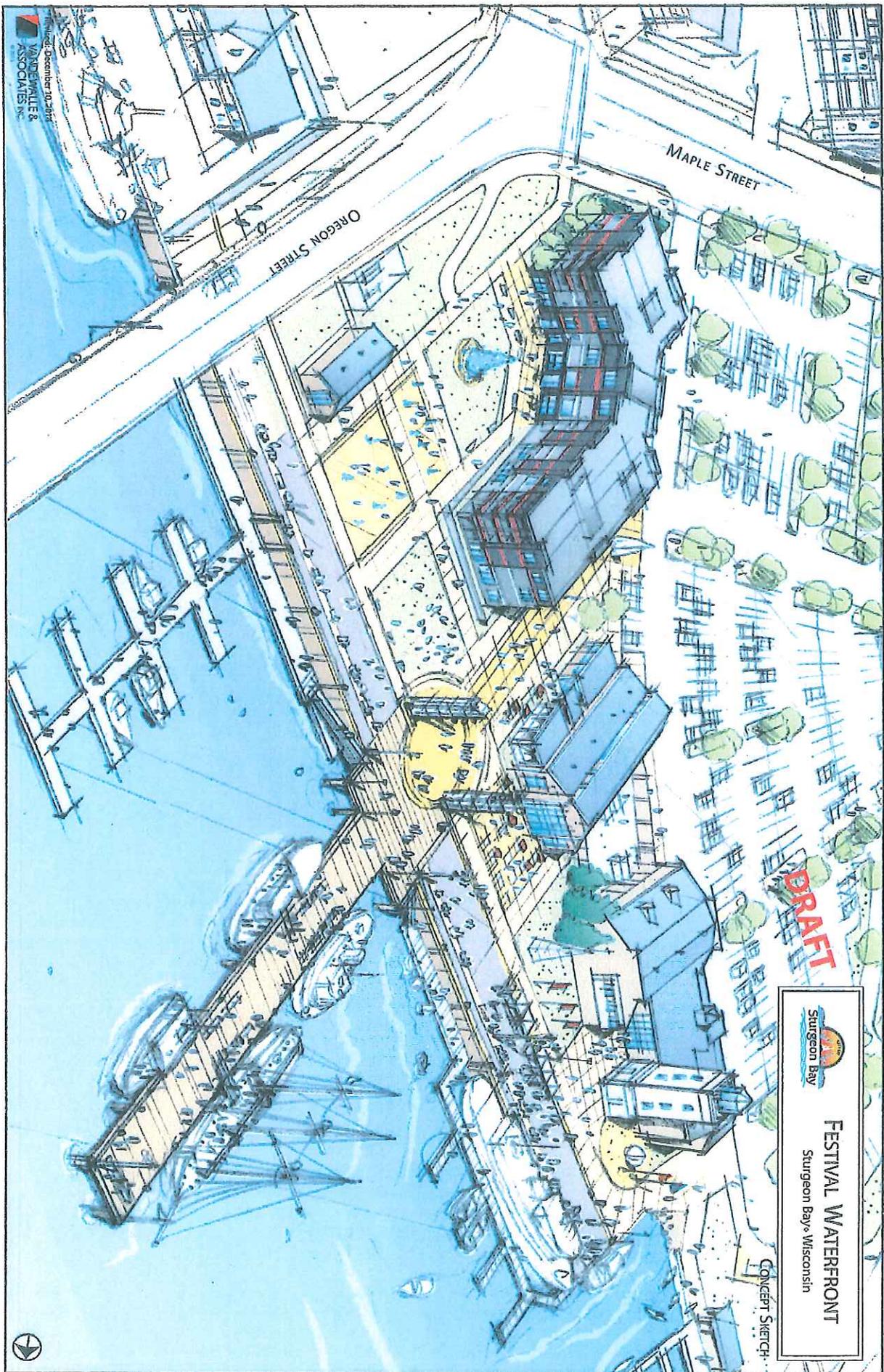


Prepared March 16, 2015
 VANDERKAM & ASSOCIATES, INC.



FESTIVAL WATERFRONT
 Sturgeon Bay • Wisconsin

REDEVELOPMENT SITE PLAN



Reviewed: December 10, 2011
MADSEN & ASSOCIATES INC.

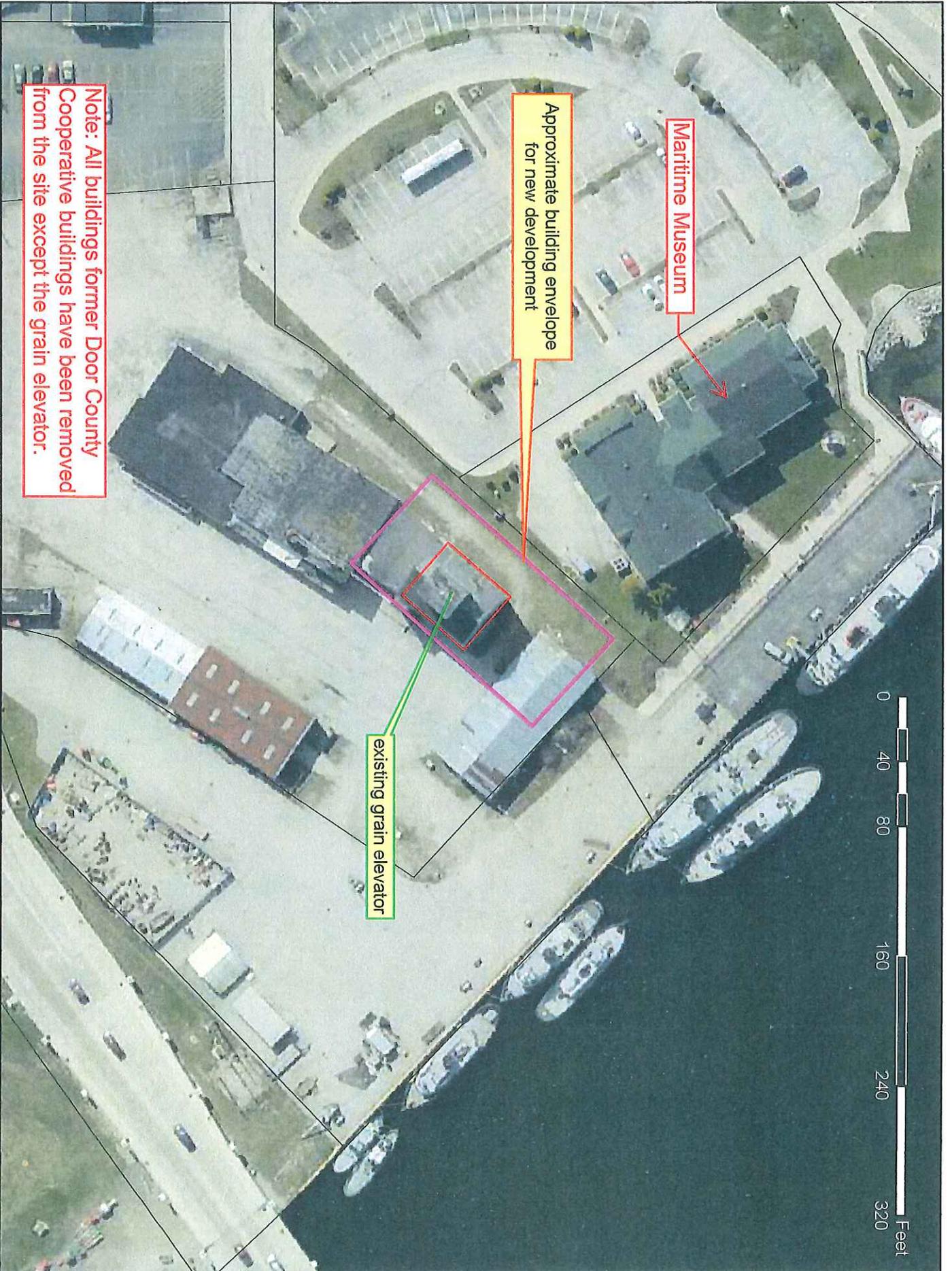
DRAFT



FESTIVAL WATERFRONT
Surgeon Bay, Wisconsin

CONCEPT SKETCH





0 40 80 160 240 320 Feet

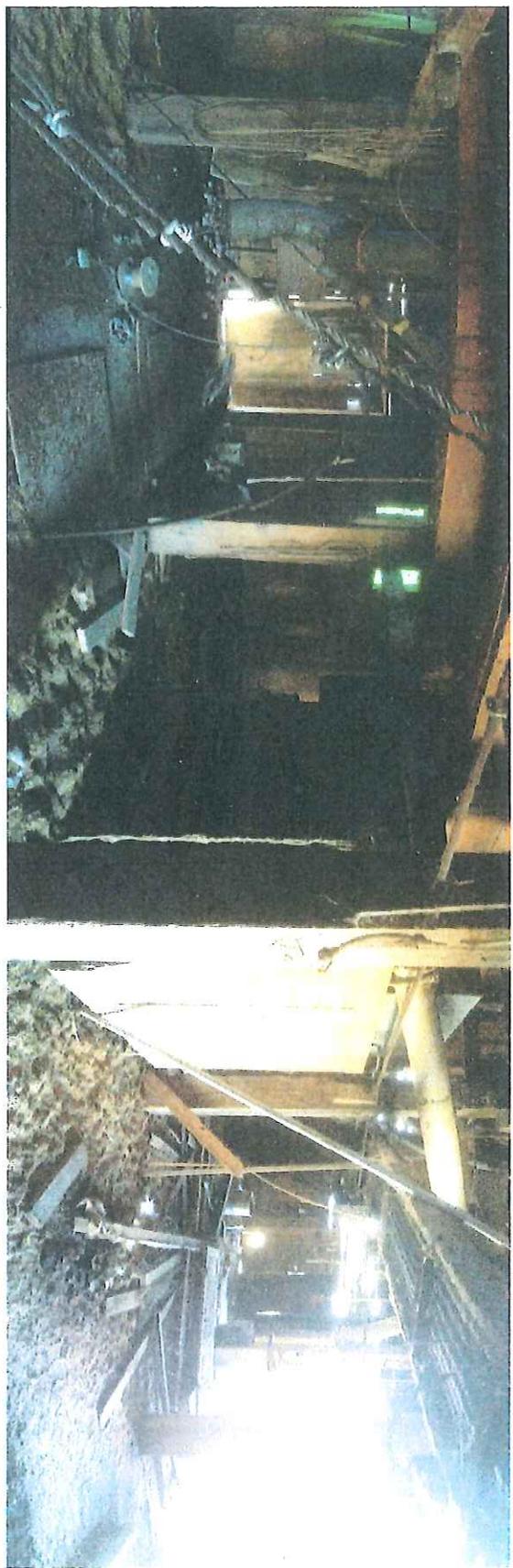
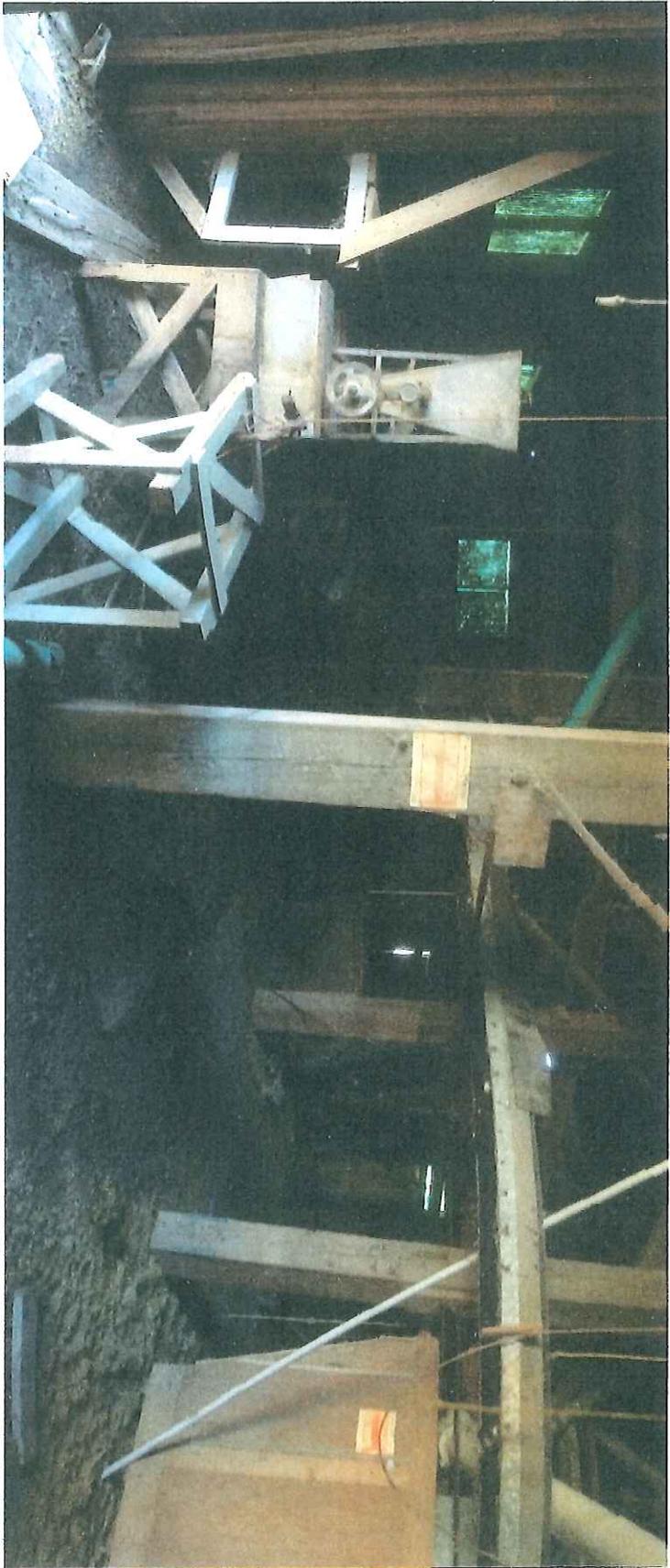
Maritime Museum

Approximate building envelope for new development

existing grain elevator

Note: All buildings former Door County Cooperative buildings have been removed from the site except the grain elevator.

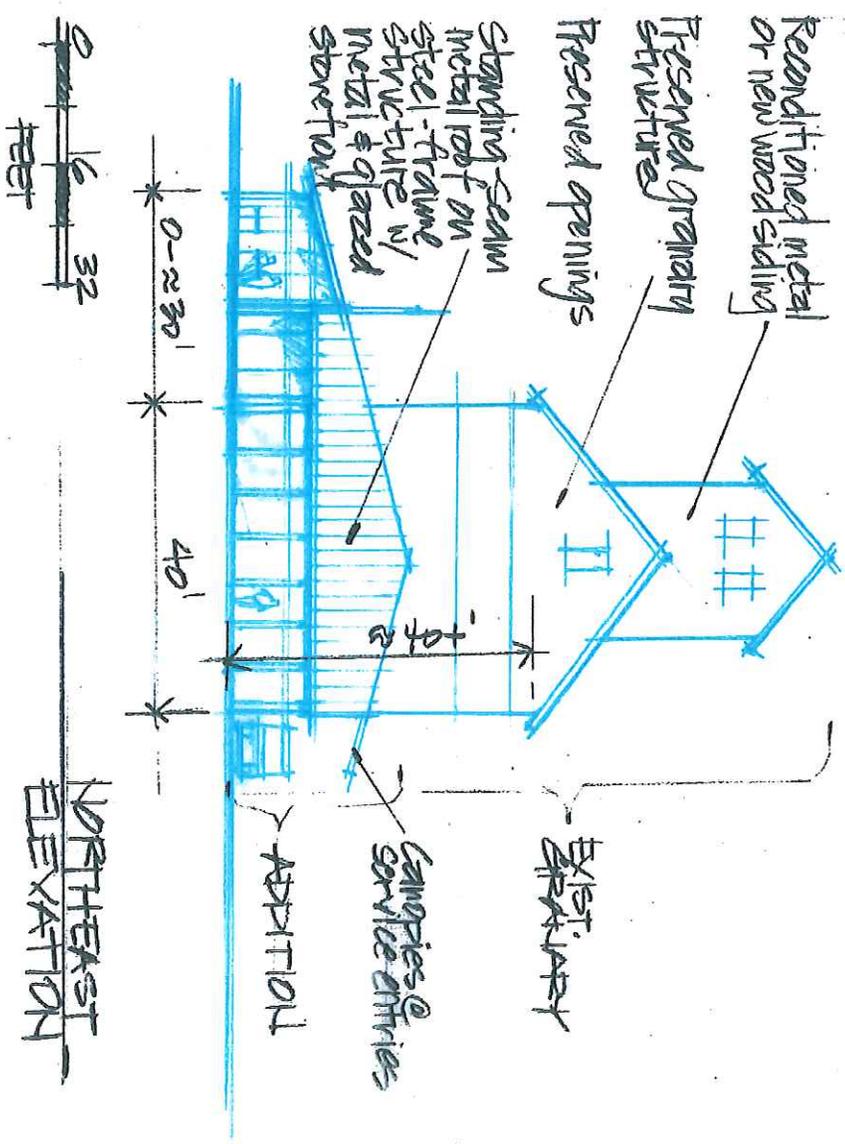




Interior photos of Granary

DRAFT

Granary Reuse Concept
Sturgeon Bay, Wisconsin



Jerome W kobishop
1701 Delaware Street
Sturgeon Bay, Wisconsin 54235
920-241-1690

7-13-15

To: City of Sturgeon Bay

As per my previous request, I am asking to extend the deadline to submit proposals for water front development property in the City of Sturgeon Bay.

I met with the UW SBDC in Green Bay last Friday, and they strongly advised a third party feasibility study be conducted to make the best unbiased decision in best interest of all involved.

He told me "**Ripon**" college is well known for this process and can provide information on past projects throught the State.

Mary Avery, who heads the department as a way for students to earn extra and build a history of projects they have been involved in for their resumes in the future.

Her contact info is averym@ripon.edu and Cell # 920- 896 -2941

She stated she would be very interested in helping at a very reasonable rate of minimum wage for students and some administrative cost.

They work with the Department of tourism in part for findings in their studies

I sent her all info to this point on my proposal, and she will be calling me today.

The SBDC told me, in the past, counties have funded the studies in part or whole to assist in decisions of public interest.

I feel it is very important to the future of "**Door County**" to gain any assistance possible to make the best possible decision with help of a professional institution as this.

I also feel it will bring about much more public satisfaction crucial in a primarily tourist economical area.

Mary should be able to give an estimate of time needed as soon as possible.

Thank you for your consideration

Jerry kobishop

Press Release

7-13-15

Country Singer/ Songwriter Jerry Kobishop of Sturgeon Bay, formerly of the Marinette area, has submitted a request to the city of Sturgeon Bay to extend its July 20 , 2015 deadline for proposals to develop the former ***"Old Mill"*** property located on the water front near the Tug Boats and Maritime Museum in Sturgeon Bay.

Kobishop submitted the plan in December of 2014, to the City and the Door County Development Corporation to develop what would be called:
"The Old Mill Performing Arts Theme Park and Training Center".

The park would focus on a large all glass Performing Arts and Training Center along the Oregon Bridge. Door County is ideally located within driving distance of millions of people.

The Center would serve as a large dance and performing area for local and future events, a youth center and indoor roller rink providing year round entertainment for visitors and local people, and income for existing business.

Training would also be offered, including an NWTC accredited associate degree in performing arts with an emphasis on public relations, business and marketing as needed in all areas of our service based economy and believed to be the first of its type in the nation.

Business classes would be offered at the school in Sturgeon Bay.

NWTC has had interest in developing a program like this in conjunction with its video/ audio department, but had to demonstrate to State and Local officials that career opportunities would be available to the graduates. Using students as interns in the facility would help to advance this concept.

It is believed the program would attract many young people nationwide desiring a career in entertainment and a future in all customer service areas.

Future plans would include a large ice rink along the water with the Old Mill serving as a warming shack for the rink. There could be a children's museum upstairs if it appears to be feasible after further study. Future plans include a "goodwill" type store, a theme restaurant, and an outdoor performing area on the water, gift shop and information center.

Students would graduate debt free as employees of the park, which would be a non-alcoholic facility with profits supporting education and underprivileged children worldwide through United Way USA.

Kobishop, met with the UW SBDC in Green Bay this past Friday, and was advised to seek a third party to do a feasibility study to determine financial impact on the project.

Ripon College has a group of students with advisors that has done numerous studies throughout Wisconsin, for major projects at a very reasonable rate paid to students. They are excited to offer assistance and help make a difference.

Kobishop has been in the entertainment business part-time for most of his life on a semi-national level at times. He has been the opening act for over 30 national country music entertainers, Walt Disney World American Idol competitor, National Anthem Singer in Lambeau Field, and auditioned for the popular NBC program "The Voice" twice in this past year.

He is most proud of his many efforts to help underprivileged children with his talent and has raised over \$100,000 in his life time for this cause.

He has over 40 years in the customer service area, recently retired from Wisconsin Public Service as an associate engineer, has past development experience and real-estate education.

He feels the best thing anyone can do with their career is to pay it forward, and hopes to make a difference as a nonprofit organization.

He believes that programs like "The Voice" and "American Idol" proves that people are just as interested in supporting young entertainers, as expensive national acts.

He hopes the project if successful will enhance the quality of life in Door County and surrounding areas, while building strong economic future for years to come supporting education and children worldwide.

Anyone interested helping with the project can contact him at countrysidecare@gmail.com and view all info on "***The Oldmillblogspot.com***"

Donations are being accepted to help with the study he believes could bring a substantial change to the future of Door County and surrounding areas.

“The Old Mill”
Performing Arts
Theme Park & Training Center
Sturgeon Bay, Wisconsin

Mission statement:

Enhance the quality of life in “Door County” while building a strong economic future for years to come supporting education and helping children worldwide with “United Way USA”.

Jerome W kobishop
1701 Delaware Street
Sturgeon Bay, Wisconsin 54235
920-241-1690

6-25-15

To: City of Sturgeon Bay

I would still like the city to consider a plan to use the *"Old Mill"* property in a manor I believe would have a great economic impact and truly represent the life style *"Door County"* is becoming known for worldwide.

"Door County" has a tourism based economy and known for its performing arts, natural beauty and relaxing life style.

It is ideally located within driving distance of *"millions"* of people from nearby metropolitan areas and visited by people worldwide.

It is also located next to the *"Maritime Museum"* and *"Sawyer Park"*, which provides an added attraction and additional parking space.

I feel public owned property should be used for an overall benefit for the future of *"Door County"* and its economy and help promote year round income for existing business and support the life style *"Door County"* is widely known for.

While tax base is important, the year round income and value of existing business with greatly increased year round income would far out way an increased tax base.

I proposed the property be converted into a *"Theme Park"* style development featuring a *"Performing Arts"* and *"NWTC"* training center as a new construction.

It would support the schools goal of developing an *"associate degree"* program and believed it would attract students to the area nationwide as the first of its type in the country.

The "*Performing Arts*" center would serve as a "*nonalcoholic*" dance hall for events, training center, youth center and indoor roller rink supporting a quality lifestyle in Door County.

It would be an "*all glass*" building along the "*Oregon Bridge*" providing a beautiful "*year round*" view of the water front while not disturbing view of the "*Tug*" boats.

The pavement along the water would provide an "*ice rink*" for winter and outdoor roller skating throughout the park.

The "*Old Mill*" could be preserved and serve as a "*Warming Shack*" for the ice rink, "*music*" museum, and upstairs "*children's*" museum.

"*Door County*" is known for its "*nostalgia*" and I feel destroying the building would not be beneficial if possible.

Between the "*Old Mill*" and pavement could be a separate ice rink and playground for small children along with parking for elderly to view and spend time with the children at play.

Also to be considered would be a "*Good Will*" store , "*Oldies Theme Restaurant*" and "*Souvenir*" shop and information/ticket sales for the entire county.

I would propose it be a "*nonprofit*" development with a goal of building the economic future of "*Door County*" with profit used for education and support "*United Way*" USA.

I believe it would receive a lot of "*volunteer help*" along with providing year round employment for existing business and students of the school to graduate "*debt free*" from the school.

The program would mainly concentrate on the students to be trained in all areas of *"public relations"* (people people) needed in all areas of our service based economy, as many do not stay in the entertainment business for life.

Students, would be able to eventually perform in front of the audience, be videotaped and record music. It would also provide vocal and stage presence needed for the performing arts business.

All business classes would be provided at the school.

"American Idol" has proven people are just as interested in new talent, as expensive national entertainers.

I feel it would attract people and family members year round.

The center could also provide a place for *"national acts"* in time and national entertainers/ musicians, would come to train students at times .

I believe it would be widely accepted by residents and existing business and receive county wide support.

I have no personal financial interest in the project, but would like to make a difference.

Ownership would have to be decided that best fits, and I believe government funding may be possible if done right.

Just an idea, to be considered to enhance life in Door County, while making memories for many, for years to come.

Please let me know your thoughts on this matter.

Thank you,

Jerry Kobishop

----- Forwarded message -----

From: "Avery, Mary" <averym@ripon.edu>

Date: Jul 14, 2015 11:04 AM

Subject: Re: Old Mill

To: "Jerry Kobishop" <jkobishop36@gmail.com>, "Jillian Cline" <ClineJ@ripon.edu>

Cc:

Jerry:

Since I am traveling and unable to prepare a formal proposal, please allow the e-mail to serve as a framework for a proposal and contract to be completed in the future.

Creative Enterprise Consultants is a student-led, independent consulting firm headquartered at Ripon College. CEC students are mentored by professionals, including myself. In addition to my 20 years of teaching experience, my husband and I operated a consulting practice, Business Development Services for sixteen years.

Our student consultants earn minimum wage (as do other student workers) so we do charge fees for our services.

The feasibility study has two parts; market feasibility and financial feasibility. We will include a separate study for each "concept" to be explored. Each "concept" will have a unique primary and secondary research approach. Until we have an opportunity to carefully review your business proposal, it will be difficult to estimate the total amount of the contract. However, we can usually research one "concept" for about \$300 including some primary research, and another \$300 for the financial feasibility study that shows whether the market will support a feasible business.

So for example, if we were studying a school concept, a performing arts concept, and a "theme park" concept, it would cost \$600 for each phase of the project.

I can respond with a specific dollar amount as soon as I know exactly what the proposed organization will do. You can either send me a brief summary of the business model, or I can have one of the students interview you.

I am copying this to Jillian Cline, our Director.

Jillian: could you please let me know which of the consultants you would like to assign to this project? The project will be located in Sturgeon Bay, but Jerry might be able to come to Ripon.

Mary

Mary E. Avery

Professor and Director Business Management Program

Center for Social Responsibility Fellow

RIPON COLLEGE

300 West Seward Street | PO Box 248

Ripon, WI 54971-0248



MEMO

To: Waterfront Redevelopment Authority
From: Marty Olejniczak, Community Development Director
Date: July 16, 2015
Subject: Satisfaction of Conditions in Section 8 of Development Agreement for Sawyer Hotel Development LLC

The City and WRA entered into a development agreement with Sawyer Hotel Development, LLC for The Hotel Lindgren to be constructed at the West Waterfront site. The development agreement spells requirements for the developer and for the city. Section 8 of the agreement lists several items that the developer must satisfy as a precedent for the city's obligations (TIF assistance, etc). The developer, Robert Papke, needs to satisfy those conditions. Here are the items listed in Section 8 of the agreement:

- A. Project Cost Breakdown. This is to ensure the city that the hotel will be able to reach its intended property value of not less than \$7,734,000. A cost breakdown signed by the builder, architect and developer has been submitted.
- B. Project Schedule. The purpose of the schedule is to show the city when the property value is expected to go onto the tax roll. The earlier the building is completed, the earlier the property value goes on. The schedule provided by the builder shows a start date this summer and completion in 2016. This meets the development agreement. If there are delays in starting the project, however, the entire schedule could be pushed back one year to accommodate a late Spring opening. Per the agreement, the developer needs the project completed by June 15, 2017.
- C. Financing. The developer has to show the project is fully financed. This is needed so the city is satisfied the entire hotel gets built. The developer submitted a funding commitment from Baylake Bank.
- D. State Approved Plans/Final Plans Acceptable to WRA & City. The state issued its building plan approval. The site plan, grading plan, landscaping plan, and building elevations have been previously approved by the pertinent body (plan commission, waterfront design review board, WRA, or Council). The various plans are included in the packet. The WRA should satisfy itself that the hotel plans are acceptable.
- E. No uncured default. The developer cannot be in default of any of the provisions of the development agreement. To staff's knowledge there are no defaults from the developer.

The development agreement requires Papke to have executed and delivered to the city any documents required by June 15, 2016. If the WRA and Council accept the items described above, he will have complied with that provision.

The Waterfront Redevelopment Authority needs to determine if the information supplied by Mr. Papke is satisfactory.



Think Smart. Build Smart. | ESOP Company

Phone: 920.498.9300 | Fax: 920.498.3033

Corporate: P.O. Box 13571 | Green Bay, WI 54307

Central, WI: P.O. Box 872 | Wausau, WI 54402

Southeast, WI: P.O. Box 510435 | Milwaukee, WI 53203

Schedule of Values

Construction Cost Breakdown

Lindgren Hotel

May 6, 2015

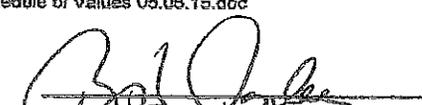
Division	Description	Costs
Division 1	General Conditions	\$322,325
Division 2	Site Work	\$235,949
Division 3	Concrete & Labor	\$660,313
Division 4	Masonry	\$222,200
Division 5	Metals	\$84,400
Division 6	Woods/Plastics & Labor	\$1,690,314
Division 7	Moisture & Thermal Protection	\$561,470
Division 8	Doors, Windows & Glazing	\$419,241
Division 9	Finishes	\$1,162,165
Division 10	Specialties	\$41,400
Division 11	Equipment	FFE
Division 12	Furnishings	FFE
Division 13	Special Construction	\$151,729
Division 14	Conveying Systems	\$260,000
Division 15	Mechanical	\$1,144,950
Division 16	Electrical	\$362,707
Division 17	Owner Supplied Items	-
Division 18	Misc	\$85,000
Division 00	Profit	\$664,574
Total Cost		\$8,048,737

G:\Projects\2015\Lindgren Hotel 14-5268\Schedule of Values 05.06.15.doc


 DAVE PHILLIPS
 BAYLAND BUILDINGS

6-8-15
 DATE


 HENRY SARSEN
 SARSEN ARCHITECTS, LLC


 BOB JONES
 6/11/15



217 N. 4th Avenue
Sturgeon Bay, Wisconsin 54235-2405

Tel: (920) 743-5551

June 16, 2015

Robert H. Papke
Sawyer Hotel Development LLC
100 E. Maple St.
Sturgeon Bay, WI 54235

Dear Bob:

Baylake Bank is pleased to provide the construction financing for the Hotel Lindgren, located at 100 E. Maple St., Sturgeon Bay WI. This commitment is subject to our normal terms and conditions as it pertains to construction loans, including flood determinations and environmental reviews.

An unconditional letter will be provided at the time of closing.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Miller".

Jeffrey D. Miller
Vice President - Business Banking



DIVISION OF INDUSTRY SERVICES
 2331 SAN LUIS PL. STE 150
 GREEN BAY WI 54304
 Contact Through Relay
<http://dsps.wi.gov/programs/industry-services>
www.wisconsin.gov

Scott Walker, Governor
 Dave Ross, Secretary

May 07, 2015

CUST ID No. 270709

ATTN: Buildings & Structures Building Inspector

HENRY M ISAKSEN
 ISAKSEN ARCHITECTS LLC
 119 S MADISON AVE
 STURGEON BAY WI 54235-2711

BUILDING INSPECTION
 CITY OF STURGEON BAY
 W241 S4135 PINE HOLLOW CT
 WAUKESHA WI 53189

(Please forward a copy of this letter to the fire department conducting inspections of this project.)

CONDITIONAL APPROVAL
PLAN APPROVAL EXPIRES: 05/07/2017

Identification Numbers
Transaction ID No. 2518024
Site ID No. 810624
Please refer to both identification numbers, above, in all correspondence with the agency.

SITE:

The Lindgren Hotel
 West Side Waterfront
 City of Sturgeon Bay
 Door County

FOR:

Facility: 748552 THE LINDGREN HOTEL
 WEST SIDE WATERFRONT

Object Type: Building ICC Regulated Object ID No.: 1526474 Code Applies Date: 03/04/15
 Major Occupancy: Residential; Type VA Combustible Protected class of construction; New plan; 75,000 project sq ft;
 Completely Sprinklered; Occupancy: B Business, M Mercantile, R-1 Transient Residential, S-1 Storage Moderate-Hazard; Sprinkler Design: NFPA-13 Sprinkler, NFPA-13R Residential; Allowable area determined by: Separated Use

The submittal described above has been reviewed for conformance with applicable Wisconsin Administrative Codes and Wisconsin Statutes. The submittal has been **CONDITIONALLY APPROVED**. The owner, as defined in chapter 101.01(10), Wisconsin Statutes, is responsible for compliance with all code requirements. Only those object types listed above have been approved; other submittals such as plumbing and those listed below under Also Submit, may also be required.

The following conditions shall be met during construction or installation and prior to occupancy or use:

Key Items

- **IBC 905.3.1** - Provide a Class III standpipe throughout buildings where the floor level of the highest story is 30' above the lowest level of fire department access or where the floor level of the lowest story is more than 30' below the highest level of fire department access.
- **IBC 1611/SPS 362.1611** - Each roof portion shall sustain rain load, ponding instability, and controlled roof drain loads applied. See ch. SPS 382 for requirements to not connect a secondary roof-drain system to a primary roof-drain system, and to discharge a secondary roof-drain system to the ground surface.

Submit – Please submit the following additional components or systems to our agency prior to installation or occupancy of the building. Be aware that additional fees are required if submittals are not timely. Our agency offers a number of worksheets and checklists for the Commercial Building Code at:

http://dsps.wi.gov/Documents/Industry%20Services/Forms/Commercial%20Buildings/Combined%20Workshets%20Instructions%20_2009%20ICC_.pdf

that may assist you in preparing your submittal. Record approval information for each required submittal below. When ready for building occupancy, provide this information to your municipal building official, along with any required compliance statement, in order to obtain any municipal occupancy permit or license.

- **SPS 361.30(3)** - Submit, prior to installation, four (4) sets of fire sprinkler plans, a completed SBD-118 application form including this transaction number as a previous transaction and appropriate fees to the Industry Services office that reviewed the building plans if reviewed in the Green Bay, Madison or Waukesha offices. If the building plans were reviewed in the Holmen Industry Services office or any of our delegated municipal plan review agents, the designer may choose the Green Bay, Madison or Waukesha offices. A review appointment and simplified application completion may be made in advance by using the online plan review request retrieval feature and the next available appointment feature from our web page at:
<http://165.189.64.111/Default.aspx?Page=fe17ff79-0c6c-42c7-9c1f-0da69cfa7e16>
- **SPS 361.30(3)** - Submit, prior to installation, four (4) sets of fire alarm plans, a completed SB-118 application form including this transaction number as a previous transaction and appropriate fees to the Industry Services office that reviewed the building plans if reviewed in the Green Bay, Madison or Waukesha offices. If the building plans were reviewed in the Holman Industry Service office, or any of our delegated municipal plan review agents, the designer may choose the Green Bay, Madison or Waukesha offices. A review appointment and simplified application completion may be made in advance by using the online plan review request retrieval feature and the next available appointment feature from our web page at:
<http://165.189.64.111/Default.aspx?Page=fe17ff79-0c6c-42c7-9c1f-0da69cfa7e16> Note that per SPS 361.30(4), the submission and approval of fire alarm system plans is not required for a project involving 20 or fewer alarm devices located in an existing fire alarm system.
- **SPS 361.30(3)** - This approval does not include heating, ventilating or air conditioning. The owner should be reminded that HVAC plans, calculations, and appropriate fees are required to be submitted for review and approval prior to installation. Building Designer should coordinate with HVAC design to avoid problems with clearance to combustibles, dampers etc. The submitted HVAC plans shall match the approved building plans. Building Designer is requested to provide a complete set of plans, Energy Calculations and the Building plan review Transaction I.D. number to the HVAC Designer to help coordinate review. **Note as per SPS 302.10 installation of HVAC without approved plans could result in double plan review fees.**
- **SPS 361.30(3)** - Submit, prior to installation, one (1) set of properly signed and sealed precast plans, a completed SB-118 application form including this transaction number and signed by the building designer to Industry Services, P.O. Box 7162, Madison, WI 53707-7162. **Note as per SPS 302.31(1)(d)4, the fee for a structural component submitted after project completion shall be an additional \$250.**
- **SPS 361.30(3)** - Submit, prior to installation, one (1) set of properly signed and sealed truss plans, a completed SB-118 application form including this transaction number and signed by the building designer to Industry Services, P.O. Box 7162, Madison WI 53707-7162. **Note as per SPS 302.31(1)(d)4, the fee for a structural component submitted after project completion shall be an additional \$250.**
- **SPS 361.30(3)** - This review does not include approval for elevator/escalator/ lift indicated on your plans. Licensed elevator or lift contractor must submit plans for approval through the Division of Industry Services or cities of Milwaukee or Madison if within those jurisdictions. Building designers are reminded that buildings 4 stories in height or more, as well as R-2 occupancies, CBRFs, outpatient clinics, nursing homes, jails, I-4 daycare facilities, and hospitals are required to have an elevator capable of accommodating an ambulance-type stretcher by IBC 3002.4. See IBC Ch. 30 for additional requirements including requirement for a drain or sump for any elevator pit. Note that s. SPS 318.1702 of the Elevator Code prohibits the passage through toilet rooms, sleeping rooms, dressing rooms or locker rooms to access the elevator machinery room or to use the machinery room to access other spaces or mechanical systems not serving the elevator.
- For submittal requirements click on forms at our web home page
<http://dspd.wi.gov/Default.aspx?Page=d0832cdc-694c-4137-8013-8eb1819bf4ab> Questions: Contact Brian Rausch at (262) 521-5444.
- **SPS 361.30(3)** - A separate submittal of public swimming pool plans in conformance with SPS 390 is required. Be aware that coordination of related requirements for location and possibly an additional number of sanitary facilities, pool deck area without obstructions, and other requirements found in SPS 390 may affect this design, thus need to be coordinated prior to commencing construction. During this building plan review, the sanitary fixture needs for the pool room were not reviewed for, because of the lack of pool and deck sizing information provided. Sanitary fixtures for this area will be required per SPS Table 390.16 for all pool deck area (deck is defined as the area sloped to deck drains and that complies with material and maintenance requirements). Other

areas of the pool room which will not be pool deck or pool area shall be provided toilet fixtures per Ch. SPS 329 of the State Commercial Building Code.

Reminders

- **SPS 361.36(1)(a) & (b)** - The building shell shall be closed within two years of the initial approval date of this project. Also, this approval will expire three years after the date of initial approval of this project if the work covered by this approval is not completed and the building ready for occupancy within those three years.
- Smoke detection is required in R-1 occupancies. Carbon monoxide detectors are required per SPS 362.1200 if there are any combustion appliances. Also, contact the Department of Health Services at tel. (608) 266-1120 regarding their additional licensure requirements if this is a hotel or motel. When automatic smoke detection is required throughout all interior corridors serving sleeping units and/or a manual fire alarm system is required; fire alarm plans shall be submitted for review. Submittal is not required where only single- and multiple-station smoke alarms are required.
- **IBC 2603.4.1.6** No thermal barrier shall be required in attics or crawl spaces only entered to service utilities when covered by a minimum 1/4 inch wood structural panel or 3/8 inch gypsum board or equivalent.
- **SPS 361.31(2)(b)** - A copy of this approval letter and index sheet shall be attached to plans that correspond with the copy on file with the Department. Changes to the approved plan must be submitted for review and approval. Failure to properly attach the approval and index page to plans that match the copy on file with the Department may result in enforcement action under ss. 101.02 or 443.13, Statutes.
- **ICC/ANSI A117.1 Sec. 404.2.3** - Maneuvering clearances at doors shall be provided per the requirements of this code section and Table 404.2.3.1. *Provide 18" of clearance on the pull side of the (public) bathroom doors.*
- **ICC/ANSI A117.1 Sec. 1004.11.2** - Reinforcement shall be provided for future installation of grab bars and shower seats at water closets, bathtubs, and shower compartments in the adaptable bathrooms of Type B dwelling or sleeping units intended to be used as a residence. The reinforcement shall comply with Sections 604.5, 607.4, 608.3 or 608.4.
- **IBC 1008.1.5** - There shall be a floor or landing on each side of a door. Such floor or landing shall be at the same elevation on each side of the door. Landings shall be level except for exterior landings, which are permitted to have a slope not to exceed 0.25 vertical in 12 units horizontal (2% slope). *The exterior patios shall be at the same elevation as the interior floor. Note in accordance with exception 5 a four inch step down is allowed to an exterior patio in a type B unit when the patio is constructed of impervious surfaces.*
- **ICC/ANSI A117.1 Sec. 804** - Kitchens and kitchenettes are required to have access to and compliant reach ranges at appliances, work surfaces which are compliant with Sec. 902, turning space, sinks with a front approach and storage space accessible and compliant with reach ranges of Sections 304 and 308. Those spaces with a cooktop or conventional range shall be required to address 804.2, 804.3 & 804.4. The latter requires knee clearance for a front approach to the sink. *The kitchens that are provided in the accessible units shall meet the requirements of this section.*
- **ICC/ANSI A117.1 Sec. 608.7** - Shower compartment thresholds for either roll-in or transfer shall not exceed 1/2 inch and shall be beveled in compliance with Section 303.
- **ICC/ANSI A117.1 Sec. 608.3.2** - Grab bars for a roll-in type shower shall be provided on all three walls of the shower, except if a seat is provided, no grab bar shall extend over the seat. *The accessible unit showers shall be provided with grab bars in accordance with this section.*
- **Beam to column connection details shall be available onsite.**
- **The CSM that was submitted to show the no build easement shall be recorded on the property deed. Proof of recording shall be provided to the building inspector prior to occupancy.**

A full size copy of the approved plans, specifications and this letter shall be on-site during construction and open to inspection by authorized representatives of the Department, which may include local inspectors. If plan index sheets were submitted in lieu of additional full plan sets, a copy of this approval letter and index sheet shall be attached to plans that correspond with the copy on file with the Department. If these plans were submitted in an electronic form, the designer is responsible to download, print, and bind the full size set of plans along with our approval letter. A department electronic stamp and signature shall be on the plans which are used at the job site for construction.

All permits required by the state or the local municipality shall be obtained prior to commencement of construction/installation/operation. You are responsible for complying with state and federal laws concerning construction near or on wetlands, lakes, and streams. For more information, visit the Department of Natural Resources wetlands identification web page or contact a Department of Natural Resources service center. Nothing in this approval limits the power of municipalities to make or enforce additional or more stringent regulations, providing the regulations do not conflict with this code or any other rule of the department or any law. This plan has not been generally reviewed for compliance with fire code requirements, including those for fire lanes and fire protection water supply, so contact the local fire department for further information.

If this construction project will disturb one or more acres of land, a Water Resources Application for Project Permits (WRAPP) (previously known as the Notice of Intent) shall be filed with the Department of Natural Resources prior to any land-disturbing activities. More information regarding the DNR's permitting requirements for runoff management for construction sites can be found at the DNR's website, <http://dnr.wi.gov/topic/stormwater/construction/>

In granting this approval, the Division of Industry Services reserves the right to require changes or additions, should conditions arise making them necessary for code compliance. As per state stats 101.12(2), nothing in this review shall relieve the designer of the responsibility for designing a safe building, structure, or component. The Division does not take responsibility for the design or construction of the reviewed items.

Per s. SPS 361.40(4), projects for buildings of over 50,000 cubic feet total volume shall have supervising professionals who file compliance statements with this agency and the local code officials prior to occupancy of the project. The compliance statement form is available on our website,

http://dsps.wi.gov/Documents/Industry%20Services/Forms/Commercial%20Buildings/Combined%20Worksheets%20Instructions%202009%20ICC_.pdf under forms for commercial buildings.

Inquiries concerning this correspondence may be made to me at the telephone number listed below, or at the address on this letterhead. We look forward to working with you to make this code-compliant construction.

Sincerely,

Jason L Hansen
Engineering Consultant Bldgs , Division of Industry Services
(920)492-6500 , 6:30-3:00 M-f
jason.hansen@wisconsin.gov

Fee Required \$	2,700.00
Fee Received \$	2,700.00
Balance Due \$	0.00
WiSMART code: 7648	

cc: Roger C Strege, Building Inspector, (920) 366-2857 , 7:00 am - 3:00 pm M - F
NEIS, Contract Elevator Inspection Agency, (262) 560-6220
Robert Papke, Sawyer Hotel Development LLC
Robert H Papke

.....
Note: Effective May 7, 2012, Effective immediately, the Division of Industry Services Commercial Building Program will no longer require the submittal of either emergency egress lighting plans or lighting energy conservation plans to our agency. Instead following are revised expectations:

- Emergency Egress Lighting - Building designers shall provide at the project site an egress plan showing where exit lights and emergency egress lighting will be required for new buildings, additions and alterations that create new egress paths. **Effective July 1, 2012, this egress plan shall be included with the building plan submittal to our agency.** In addition to the egress plan at the jobsite, there shall be emergency lighting cut-sheets, calculations or other means to show compliance of the installed fixtures. Local inspectors may request additional information.
- Energy Conservation – Building designers, electrical designers or electrical contractors shall provide fixture layouts, fixture cut-sheet, energy calculations or other documentation at the project site.

Schedule of Values

Construction Cost Breakdown

Lindgren Hotel

May 6, 2015

Division	Description	Costs
Division 1	General Conditions	\$322,325
Division 2	Site Work	\$235,949
Division 3	Concrete & Labor	\$660,313
Division 4	Masonry	\$222,200
Division 5	Metals	\$64,400
Division 6	Woods/Plastics & Labor	\$1,690,314
Division 7	Moisture & Thermal Protection	\$561,470
Division 8	Doors, Windows & Glazing	\$419,241
Division 9	Finishes	\$1,162,165
Division 10	Specialties	\$41,400
Division 11	Equipment	FFE
Division 12	Furnishings	FFE
Division 13	Special Construction	\$151,729
Division 14	Conveying Systems	\$260,000
Division 15	Mechanical	\$1,144,950
Division 16	Electrical	\$362,707
Division 17	Owner Supplied Items	-
Division 18	Misc	\$85,000
Division 00	Profit	\$664,574
Total Cost		\$8,048,737

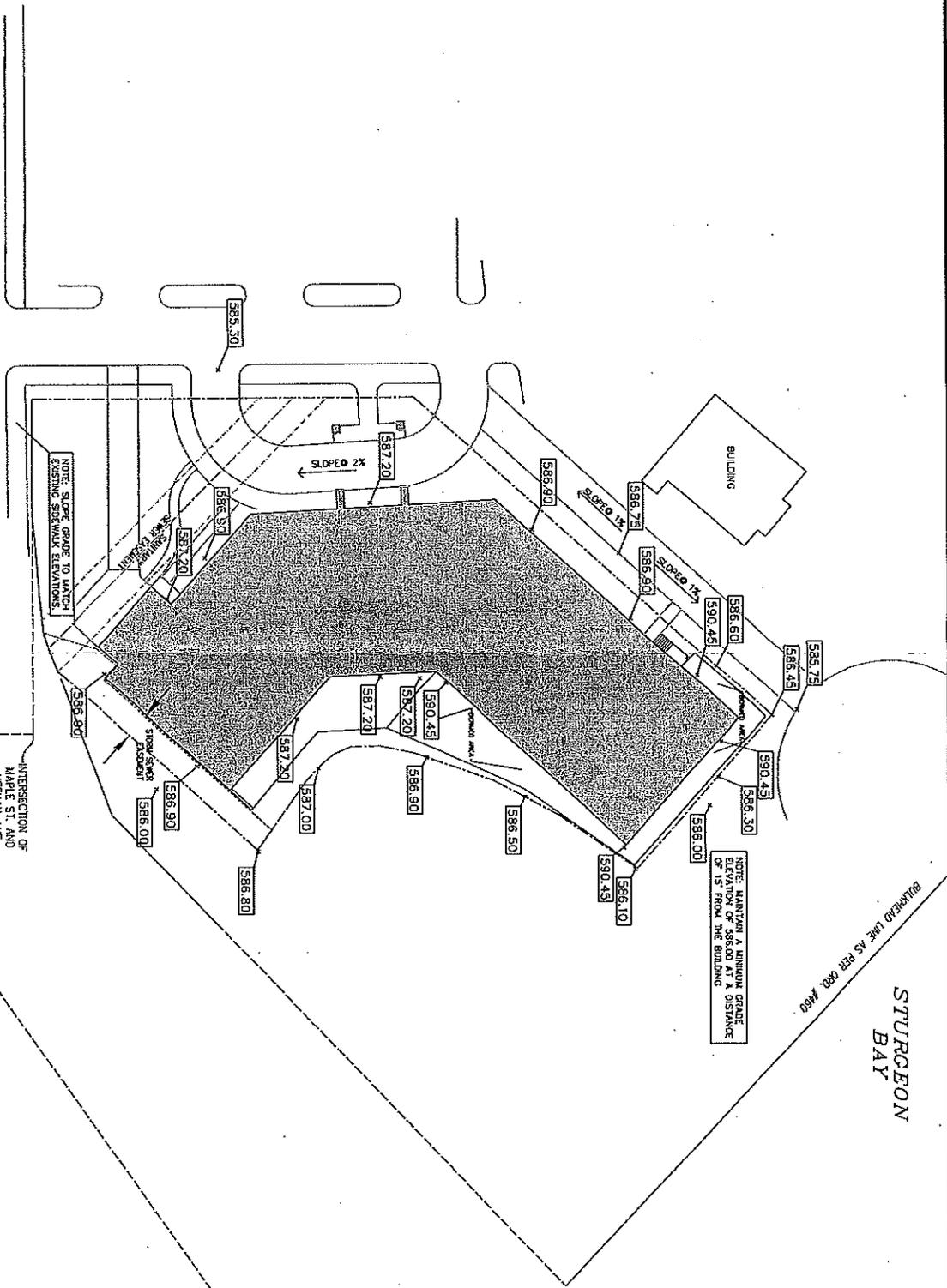
G:\Projects\2015\Lindgren Hotel 14-5268\Schedule of Values 05.08.15.doc


 DAVE PHILLIPS
 BAYLAND BUILDINGS

6-8-15
 DATE


 HENRY SARGENT
 SARGENT ARCHITECTS, LLC


 BOB JONES
 6/11/15



NOTE: SLOPE GRADE TO MATCH EXISTING SIDEWALK ELEVATIONS.

SLOPE @ 2%

NOTE: MAINSTAY T. LINDBLUM GRADE ELEVATION OF 586.00 IS 15' FROM THE BUILDING

INTERSECTION OF MAPLE ST. AND MENAH AVE.

STURGEON BAY

BUILDING LINE AS PER 040, 460

SITE PLAN
SCALE 1/8" = 1'-0"

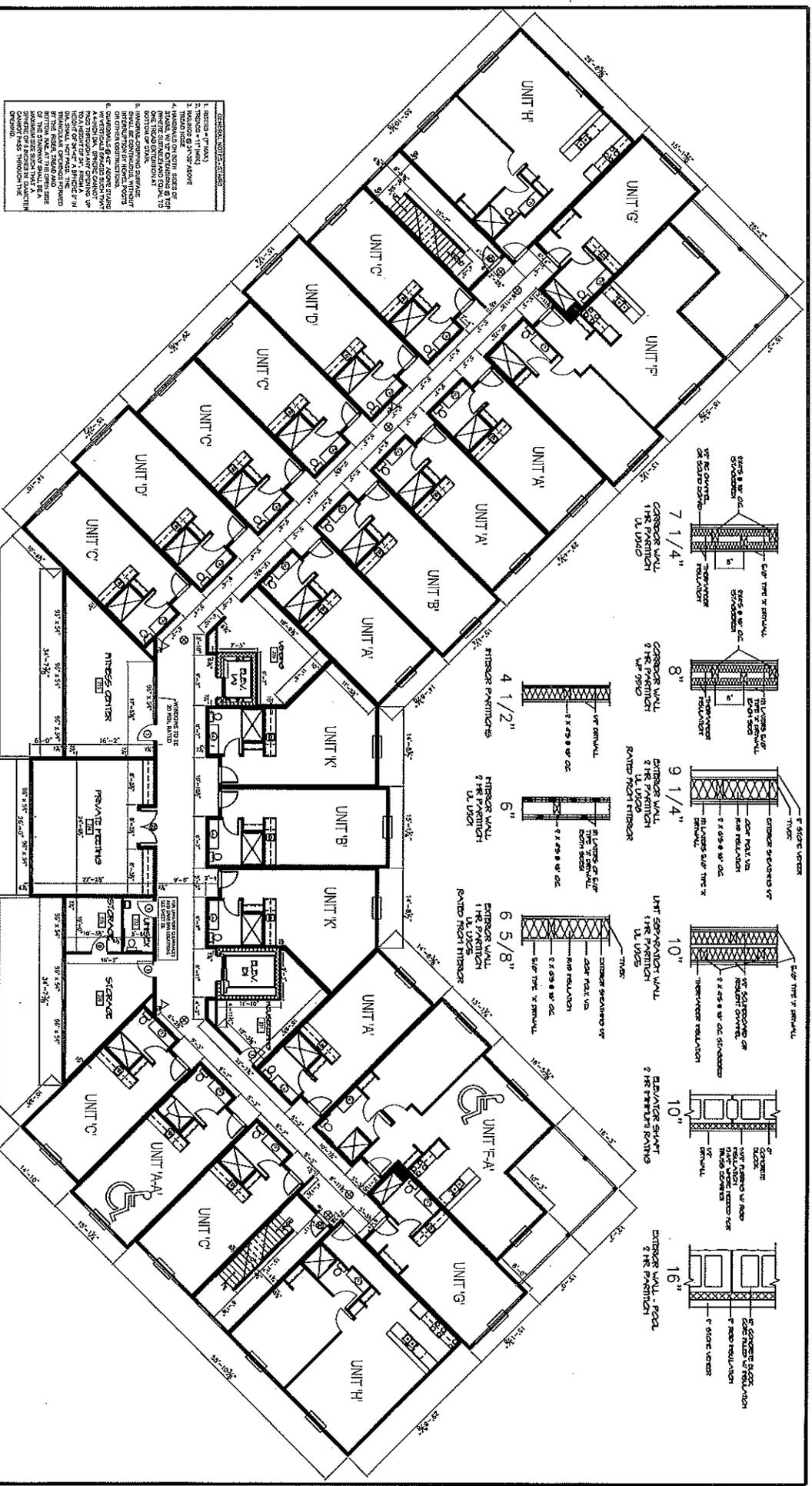
REVISIONS

DATE	4/08/2016
DATE	4/10/2015

THE LINDGREN WATERFRONT HOTEL
STURGEON BAY, WISCONSIN



HENRY M. ISAKSEN - ARCHITECT/PLANNER
119 SOUTH MADISON AVENUE
STURGEON BAY, WISCONSIN 54235
PHONE: 920-743-9769 FAX: 920-743-9762
EMAIL: HENRY@ISAIXENARCHITECTS.COM



- GENERAL NOTES - CONT.**
1. SEE PLAN FOR WALLS
 2. FINISHES TO BE AS SHOWN ABOVE
 3. HOLD OVER
 4. STAIRS TO BE CONSTRUCTION & FOR FINISHES TO BE AS SHOWN ABOVE
 5. FINISHES TO BE AS SHOWN ABOVE
 6. FINISHES TO BE AS SHOWN ABOVE
 7. FINISHES TO BE AS SHOWN ABOVE
 8. FINISHES TO BE AS SHOWN ABOVE
 9. FINISHES TO BE AS SHOWN ABOVE
 10. FINISHES TO BE AS SHOWN ABOVE
 11. FINISHES TO BE AS SHOWN ABOVE
 12. FINISHES TO BE AS SHOWN ABOVE
 13. FINISHES TO BE AS SHOWN ABOVE
 14. FINISHES TO BE AS SHOWN ABOVE
 15. FINISHES TO BE AS SHOWN ABOVE
 16. FINISHES TO BE AS SHOWN ABOVE
 17. FINISHES TO BE AS SHOWN ABOVE
 18. FINISHES TO BE AS SHOWN ABOVE
 19. FINISHES TO BE AS SHOWN ABOVE
 20. FINISHES TO BE AS SHOWN ABOVE
 21. FINISHES TO BE AS SHOWN ABOVE
 22. FINISHES TO BE AS SHOWN ABOVE
 23. FINISHES TO BE AS SHOWN ABOVE
 24. FINISHES TO BE AS SHOWN ABOVE
 25. FINISHES TO BE AS SHOWN ABOVE
 26. FINISHES TO BE AS SHOWN ABOVE
 27. FINISHES TO BE AS SHOWN ABOVE
 28. FINISHES TO BE AS SHOWN ABOVE
 29. FINISHES TO BE AS SHOWN ABOVE
 30. FINISHES TO BE AS SHOWN ABOVE
 31. FINISHES TO BE AS SHOWN ABOVE
 32. FINISHES TO BE AS SHOWN ABOVE
 33. FINISHES TO BE AS SHOWN ABOVE
 34. FINISHES TO BE AS SHOWN ABOVE
 35. FINISHES TO BE AS SHOWN ABOVE
 36. FINISHES TO BE AS SHOWN ABOVE
 37. FINISHES TO BE AS SHOWN ABOVE
 38. FINISHES TO BE AS SHOWN ABOVE
 39. FINISHES TO BE AS SHOWN ABOVE
 40. FINISHES TO BE AS SHOWN ABOVE
 41. FINISHES TO BE AS SHOWN ABOVE
 42. FINISHES TO BE AS SHOWN ABOVE
 43. FINISHES TO BE AS SHOWN ABOVE
 44. FINISHES TO BE AS SHOWN ABOVE
 45. FINISHES TO BE AS SHOWN ABOVE
 46. FINISHES TO BE AS SHOWN ABOVE
 47. FINISHES TO BE AS SHOWN ABOVE
 48. FINISHES TO BE AS SHOWN ABOVE
 49. FINISHES TO BE AS SHOWN ABOVE
 50. FINISHES TO BE AS SHOWN ABOVE
 51. FINISHES TO BE AS SHOWN ABOVE
 52. FINISHES TO BE AS SHOWN ABOVE
 53. FINISHES TO BE AS SHOWN ABOVE
 54. FINISHES TO BE AS SHOWN ABOVE
 55. FINISHES TO BE AS SHOWN ABOVE
 56. FINISHES TO BE AS SHOWN ABOVE
 57. FINISHES TO BE AS SHOWN ABOVE
 58. FINISHES TO BE AS SHOWN ABOVE
 59. FINISHES TO BE AS SHOWN ABOVE
 60. FINISHES TO BE AS SHOWN ABOVE
 61. FINISHES TO BE AS SHOWN ABOVE
 62. FINISHES TO BE AS SHOWN ABOVE
 63. FINISHES TO BE AS SHOWN ABOVE
 64. FINISHES TO BE AS SHOWN ABOVE
 65. FINISHES TO BE AS SHOWN ABOVE
 66. FINISHES TO BE AS SHOWN ABOVE
 67. FINISHES TO BE AS SHOWN ABOVE
 68. FINISHES TO BE AS SHOWN ABOVE
 69. FINISHES TO BE AS SHOWN ABOVE
 70. FINISHES TO BE AS SHOWN ABOVE
 71. FINISHES TO BE AS SHOWN ABOVE
 72. FINISHES TO BE AS SHOWN ABOVE
 73. FINISHES TO BE AS SHOWN ABOVE
 74. FINISHES TO BE AS SHOWN ABOVE
 75. FINISHES TO BE AS SHOWN ABOVE
 76. FINISHES TO BE AS SHOWN ABOVE
 77. FINISHES TO BE AS SHOWN ABOVE
 78. FINISHES TO BE AS SHOWN ABOVE
 79. FINISHES TO BE AS SHOWN ABOVE
 80. FINISHES TO BE AS SHOWN ABOVE
 81. FINISHES TO BE AS SHOWN ABOVE
 82. FINISHES TO BE AS SHOWN ABOVE
 83. FINISHES TO BE AS SHOWN ABOVE
 84. FINISHES TO BE AS SHOWN ABOVE
 85. FINISHES TO BE AS SHOWN ABOVE
 86. FINISHES TO BE AS SHOWN ABOVE
 87. FINISHES TO BE AS SHOWN ABOVE
 88. FINISHES TO BE AS SHOWN ABOVE
 89. FINISHES TO BE AS SHOWN ABOVE
 90. FINISHES TO BE AS SHOWN ABOVE
 91. FINISHES TO BE AS SHOWN ABOVE
 92. FINISHES TO BE AS SHOWN ABOVE
 93. FINISHES TO BE AS SHOWN ABOVE
 94. FINISHES TO BE AS SHOWN ABOVE
 95. FINISHES TO BE AS SHOWN ABOVE
 96. FINISHES TO BE AS SHOWN ABOVE
 97. FINISHES TO BE AS SHOWN ABOVE
 98. FINISHES TO BE AS SHOWN ABOVE
 99. FINISHES TO BE AS SHOWN ABOVE
 100. FINISHES TO BE AS SHOWN ABOVE

STAR NOTES

ALL DIMENSIONS SHOWN TO EXTENSION OF FINISHING

SECOND FLOOR

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

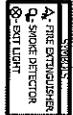
HOTEL LINDGREEN

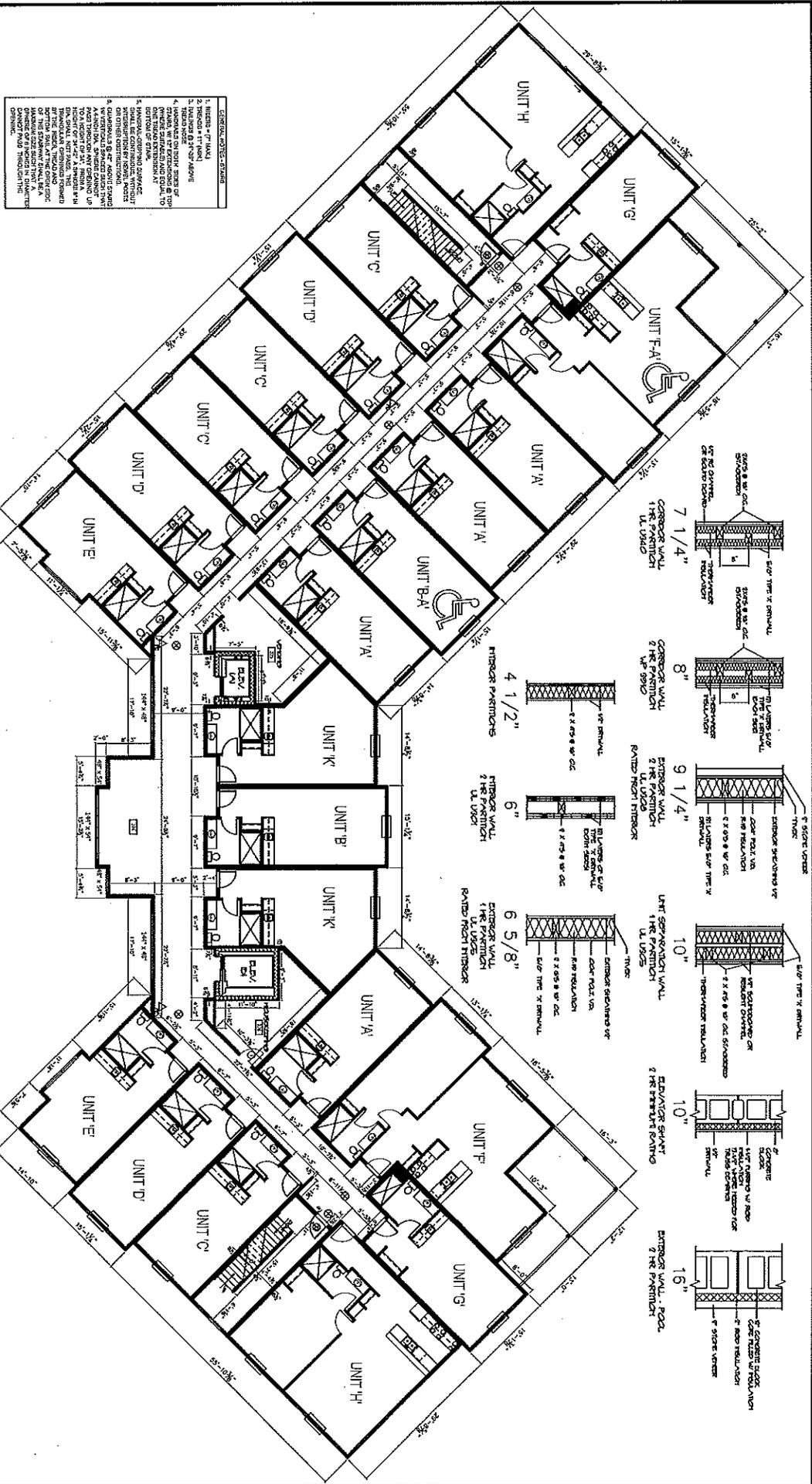
BAUTAU WATERFRONT HOTEL
100 EAST MAPLE STREET
STURGEON BAY, WISCONSIN

ISAACSEN ARCHITECTS
HENRY A. ISAACSEN, ARCHITECT/PLANNER
110 SOUTH WISCONSIN
STURGEON BAY, WISCONSIN 54235
PHONE: 820-742-9799 FAX: 820-742-9782
EMAIL: HENRY@ISAACSENARCHITECTS.COM

NO.	DATE	REVISIONS
1	10/20/15	ISSUED FOR PERMIT
2		
3		

SHEET **3** OF 29





- GENERAL NOTES - CONTINUE**
1. REFER TO PLAN
 2. FINISHES AS SHOWN
 3. FINISHES AS SHOWN
 4. STAIRS TO BE PROVIDED AS TO THE ENTIRE BUILDING
 5. STAIRS TO BE PROVIDED AS TO THE ENTIRE BUILDING
 6. STAIRS TO BE PROVIDED AS TO THE ENTIRE BUILDING
 7. STAIRS TO BE PROVIDED AS TO THE ENTIRE BUILDING
 8. STAIRS TO BE PROVIDED AS TO THE ENTIRE BUILDING
 9. STAIRS TO BE PROVIDED AS TO THE ENTIRE BUILDING
 10. STAIRS TO BE PROVIDED AS TO THE ENTIRE BUILDING
 11. STAIRS TO BE PROVIDED AS TO THE ENTIRE BUILDING
 12. STAIRS TO BE PROVIDED AS TO THE ENTIRE BUILDING
 13. STAIRS TO BE PROVIDED AS TO THE ENTIRE BUILDING
 14. STAIRS TO BE PROVIDED AS TO THE ENTIRE BUILDING

STAR NOTES

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



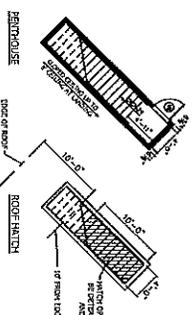
HOTEL UNDPGREEN BOUTIQUE WATERFRONT HOTEL
400 EAST TRALE STREET
STURGEON DAN, WISCONSIN

ISAACSEN ARCHITECTS
HENRY M. ISAACSEN - ARCHITECT/PLANNER
119 SOUTH MADISON AVENUE
STURGEON DAN, WISCONSIN 54235
PHONE: 320-743-9759 FAX: 320-743-9782
EMAIL: HENRY@ISAACSENARCHITECTS.COM

REVISIONS	DATE	SHEET
		4
		OF 29

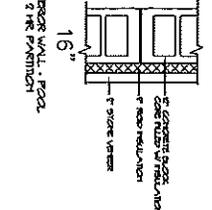
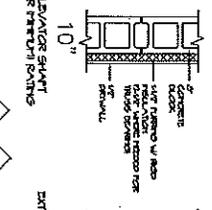
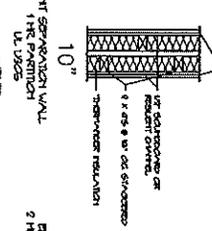
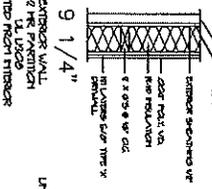
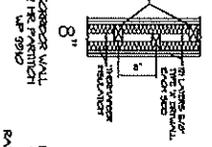
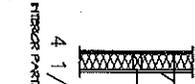
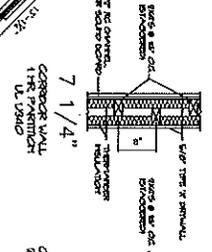
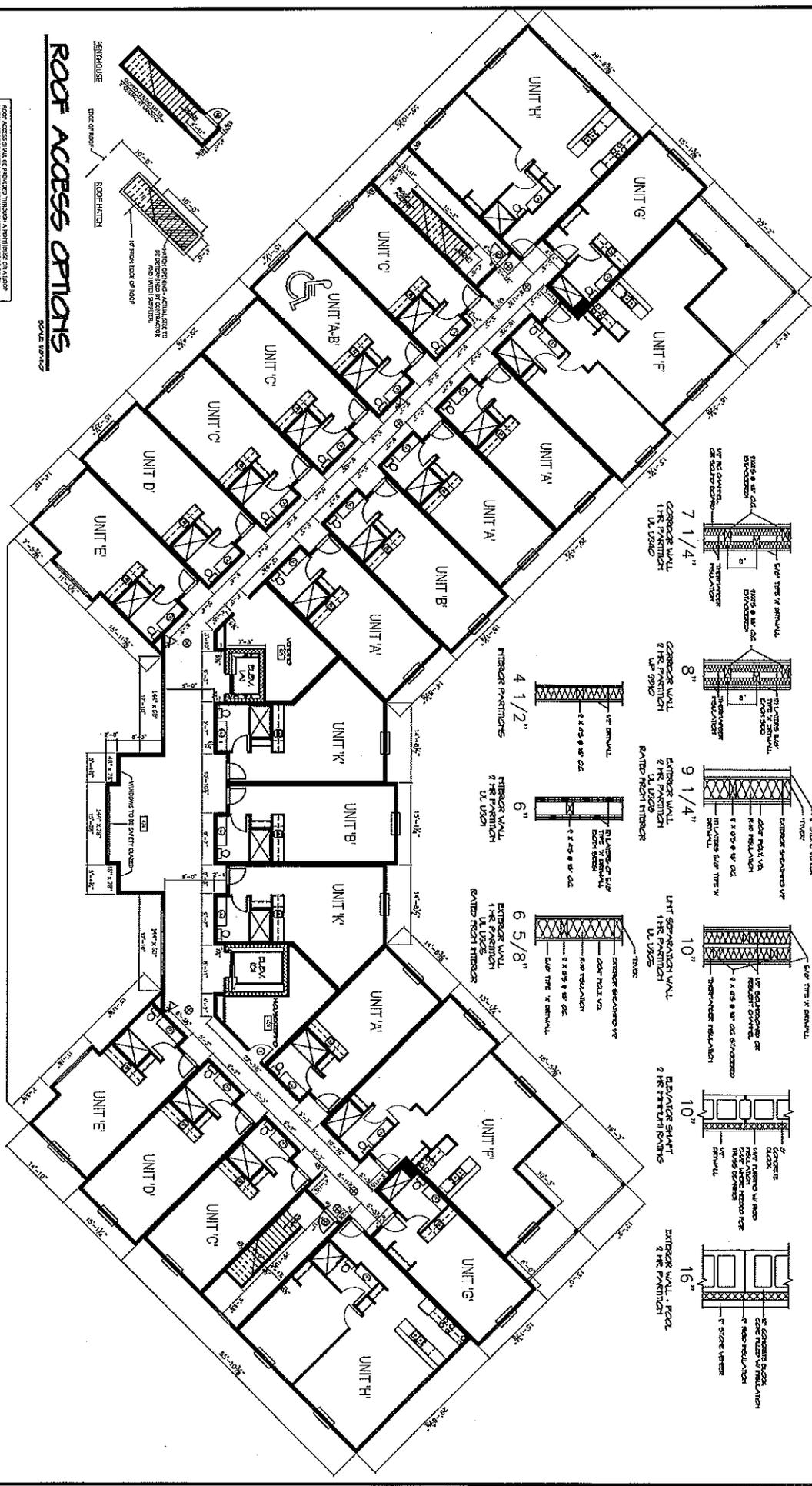
ROOF ACCESSIBLE REPAIRS THROUGH A PORTHOLE ON A ROOF WHICH IS NOT A PART OF THE UNIT TO WHICH IT IS ACCESSIBLE. IF SUCH ACCESS IS REQUIRED THROUGH A PORTHOLE ON A ROOF WHICH IS NOT A PART OF THE UNIT TO WHICH IT IS ACCESSIBLE, THE ROOF ACCESS SHALL BE PROVIDED BY THE ROOF CONTRACTOR. THE ROOF CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THE ROOF CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

ROOF ACCESS OPTIONS
SCALE: 1/8" = 1'-0"



ALL DIMENSIONS SHOWN ARE TO CENTER OF FINISHES UNLESS NOTED OTHERWISE

FOURTH FLOOR
SCALE: 3/32" = 1'-0"



HOTEL UNDP GREEN BOUTIQUE WATERFRONT HOTEL
422 EAST TRIPLE STREET
SURABONG BAY, WISCONSIN

ISAIAH SAHSEN ARCHITECTS
HENRY M. ISAIAH SAHSEN - ARCHITECT/PLANNER
118 SOUTH MADISON AVENUE
SURABONG BAY, WISCONSIN 54435
PHONE: 202-743-9789 FAX: 502-743-9782
EMAIL: HENRY@ISAIAHSAHSENARCHITECTS.COM

REVISIONS	DATE	SHEET
		5
		OF 29





A COMMERCIAL LANDSCAPE DESIGN FOR
THE LINDGREN WATERFRONT HOTEL

STUREBAN BAY

Maisener
 Landscapes Inc.
 10000 120th St. • Burnaby, BC V3J 3K1
 Phone: 604-291-1111 • Fax: 604-291-1112 • Website: www.maisener.com

DATE	SCALE	DESIGN BY	REVISIONS
07/21/14	1/16" = 1'	GM	07/23/14
PROJECT #	PROJECT BY	DATE	
L11	GM	07/10/15	
LANDSCAPE			





DEVELOPMENT CONTRACT FOR HOTEL FOR STURGEON BAY WATERFRONT REDEVELOPMENT

AGREEMENT made by and between the Waterfront Redevelopment Authority of the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, hereinafter referred to as "WRA", the City of Sturgeon Bay, Wisconsin, a Wisconsin municipal corporation, hereinafter referred to as the "City", and Sawyer Hotel Development LLC, a Wisconsin limited liability company, hereinafter referred to as "Sawyer Hotel."

RECITALS

WHEREAS, the City has created a Waterfront Redevelopment Authority pursuant to the provisions of §66.431, Wis. Stats., for the purpose of development of areas on the west side of the ship canal bisecting the City of Sturgeon Bay and the Door Peninsula in Door County, Wisconsin, as legally described on Exhibit A attached hereto ("West Waterfront Redevelopment District");

AND WHEREAS, as part of the redevelopment of the West Waterfront Redevelopment District, the plan calls for the development of hotel, restaurant, housing, and other facilities;

AND WHEREAS, the WRA, City, and Sawyer Hotel recognize that funding for the development is to be provided by TIF financing, community development investment grants, and other grants as may be available, and the City and WRA will be making application for community development investment grants and other grants;

AND WHEREAS, the WRA has determined that it is in the best interests of the WRA and the City to enter into contracts with developers for the exclusive development of such facilities, and by this Agreement wishes to enter into an agreement with Sawyer Hotel for the development of a hotel to be located within the West Waterfront Redevelopment District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by both of the parties hereto, the parties agree as follows:

1. Facility to be Developed.

A. Facility Described. Sawyer Hotel will develop, on the real estate to be acquired by Sawyer Hotel hereinafter described, an approximately 80 unit upscale "boutique" style hotel, with both hotel suites with kitchens and lockout rooms ("Hotel"). The Hotel will include two elevators, hotel suites, lobby retail store, continental breakfast area, decks, porte cochere, and kitchens within units. The actual size and amenities of the Hotel is subject to final recommendations by Sawyer Hotel's architects and consultants. Sawyer Hotel may develop the Hotel in whole or in part as a condominium and may

convey completed units in the Hotel condominium to third party purchasers, upon such terms and conditions as Sawyer Hotel may deem appropriate, in its sole discretion.

B. Limitation on Use of Premises. The operations of this Hotel shall be as determined by Sawyer Hotel and/or its assigns; however, the use of the real estate hereinafter mentioned shall be primarily for a hotel facility, plus related retail sales and services, unless otherwise agreed to in writing by the WRA.

C. Exclusive Right to Develop. Sawyer Hotel is hereby granted the exclusive right to develop and operate a hotel facility within the West Waterfront Redevelopment District, except as provided in subparagraph 9.C. of this Agreement. By entering into this Agreement, Sawyer Hotel hereby expresses its commitment to the development of the Hotel within the time as set forth in Paragraph 9.

2. Conveyance of Real Estate on which Hotel will be Located.

A. Land for Hotel Described. The real estate on which the Hotel will be located is generally depicted on the site plan attached hereto as Exhibit B ("Hotel Lot"). The Hotel Lot will include enough land area to accommodate the building footprint, an outdoor patio area, service areas such as garbage/recycling, and landscaping. The area and configuration of the Hotel Lot shall be approved by Sawyer Hotel in writing, and if either the area or the configuration of the Hotel Lot is determined by Sawyer Hotel to be inadequate for the feasible development or operation of the Hotel, this Agreement shall be null and void.

B. Survey. City/WRA will create and record a certified survey map of the Hotel Lot, showing the exact boundaries of the Hotel Lot for Sawyer Hotel's development. Prior to recording the certified survey map, the proposed Hotel Lot shall be approved in writing by Sawyer Hotel.

C. Sale to Sawyer Hotel. As an inducement to Sawyer Hotel to construct and develop the Hotel, City shall sell the Hotel Lot to Sawyer Hotel for the sum of Ninety Thousand Dollars (\$90,000) to be paid in equal annual installments of Nine Thousand Dollars (\$9,000) per year for ten (10) years, without interest. The first installment of Nine Thousand Dollars (\$9,000) shall be paid at closing, and succeeding payments shall be made annually thereafter on the anniversary of the date of closing. The note to the City shall be secured with a second mortgage to City/WRA and expressly subordinate to Sawyer Hotel's mortgage financing, or secured by a personal guaranty of Robert Papke.

D. Conveyance/Representations.

1. The conveyance of the Hotel Lot by the City to Sawyer Hotel shall be by General Warranty Deed, free and clear of all liens and encumbrances except municipal and zoning ordinances, recorded easements for public utilities servicing the site, recorded building and use restrictions and general real estate taxes for the year of closing, provided, however, that none of the foregoing prohibit or make reasonably impractical Sawyer Hotel's proposed development.

2. Sawyer Hotel shall be furnished, at City's cost, within thirty (30) days after completion of the Certified Survey Map referred to above, and again within two (2) weeks of closing, a commitment from a title insurance company licensed in Wisconsin and acceptable to Sawyer Hotel to issue title insurance in the amount of the fair market value of the Hotel Lot upon recording of proper documents, showing title to the Hotel Lot as of a date within one (1) week of delivery of the commitment to Sawyer Hotel to be in the condition provided in subparagraph (1) above. The title insurance to be provided by City hereunder shall be updated at the time of closing and shall include such endorsements as may be deemed necessary or desirable to Sawyer Hotel or its lender. City shall, at its sole expense, furnish to Sawyer Hotel at closing a "marked up" commitment or title insurance policy showing Sawyer Hotel as the insured and with title to the Hotel Lot to be as provided in subparagraph (1) above, reflecting the coverage required hereby, and with all standard policy exceptions removed.

3. Conditions Precedent to Conveyance to Sawyer Hotel. Sawyer Hotel shall not be obligated to close the portion of this transaction set forth in this Paragraph 2, nor shall Sawyer Hotel be required to continue to perform any other obligations hereunder until all of the following conditions have been satisfied:

- a. Each of the acts, covenants and undertakings of WRA and/or the City to be performed on or before closing pursuant to the terms hereof shall have been duly performed.
- b. There shall have been no adverse change in the Hotel Lot nor shall there have been or shall there be on the closing date any circumstance, including pending or threatened litigation, that might be expected to result before or after closing in an adverse condition making Sawyer Hotel's development of the Hotel on the Hotel Lot impractical or unreasonably costly.
- c. The instruments of transfer and other closing documents shall have been delivered to Sawyer Hotel in form and substance as provided in this Agreement.
- d. Sawyer Hotel shall have obtained, or shall have determined to its satisfaction that the City and the other governmental bodies or agencies having jurisdiction over the Hotel Lot and Sawyer Hotel's planned operations thereon shall issue all necessary or desired permits, approvals and licenses, in form and substance acceptable to Sawyer Hotel, necessary for development and use of the Hotel, including but not limited to, any rezoning or conditional use permits, grading, building, construction, business or occupancy permits, and the approvals, permits and licenses provided for in Paragraph 7 hereof, all without conditions deemed unreasonable by Sawyer Hotel.

E. Environmental. WRA/City shall provide a Voluntary Party Liability Exemption and a site closure letter from the Wisconsin Department of Natural Resources, with no conditions which would reasonably interfere with the operation of the Sawyer Hotel, prior to closing on conveyance of the Hotel Lot to Sawyer Hotel.

F. Easements. Said conveyance shall include permanent easements in form and substance acceptable to Sawyer Hotel for (i) ingress and egress from Maple Street and/or Madison Avenue to the Hotel Lot through a parking lot to be developed to enable Sawyer Hotel to have access for vehicles and pedestrians, and (ii) any utilities services that must cross City property in order to provide service to the Hotel Lot.

3. Waterfront.

A. Ownership. It is understood that City or WRA will retain title to a strip of land located between the Hotel and the ordinary high water mark of the waters of the bay as surveyed and recorded in document _____. WRA or City will therefore retain the riparian rights to space between the ordinary high water mark and the existing dock wall. The city and WRA shall not sell, transfer, convey, or donate such land to another entity during the term of this Agreement without the express written approval of Sawyer Hotel.

B. Public Improvements. The City and WRA shall complete improvements to the City property surrounding the Sawyer Hotel as tax increment is available to fund improvements. The City or WRA shall thereafter maintain such improvements in a safe and usable condition.

C. Completion/Coordination of Public Space Improvements. It is anticipated by WRA that the work on the aforesaid public waterfront improvements may be done in phases, depending upon available funding through tax increment. The WRA and City commit to substantially completing the grading and walkways immediately adjacent to the Sawyer Hotel and a pathway to the waterfront on or before the completion date of the Hotel. Other components will be completed as soon as tax increment funding is available.

D. Transient dockage. The WRA and City agree to make available at least fifty-one percent (51%) of the existing dock wall from south boundary of the area leased to the Door County Maritime Museum to the Maple-Oregon bridge for mooring for transient boaters, with at least one hundred feet of clearance on each side of a planned festival pier. As an alternative, the minimum transient dockage requirement can be met through an equivalent amount of new piers and slips extending from the dock wall for use by transient boaters, in locations reasonably accessible to Sawyer Hotel. Dockage areas will be constructed as tax increment or grant funds are available.

E. No Costs to Sawyer Hotel. No part of the foregoing costs shall be charged or assessed to Sawyer Hotel or the Hotel Lot or improvements thereon.

F. Vision Easement. WRA and City agree to provide a permanent vision easement for the area extending from the Hotel perpendicular to the dock wall. The easement

shall prohibit the construction or placement of permanent buildings other than Event Stage, public building, and other structures materially similar to those depicted in the revised area plan of VandeWaal Associates attached hereto as exhibit B in locations to be determined, provided such that the public building shall not have a roof higher than 15 feet above the regional flood elevation without the consent of Sawyer Hotel. This provision shall not apply to temporary buildings or shelters used for events on the waterfront.

G. Quiet Enjoyment. City shall provide, at closing, a quiet title to the Hotel Lot in a condition as will allow Sawyer Hotel to enjoy uninterrupted control of the property conveyed. City will recommend such modifications to its noise ordinance as are required to include the West Waterfront Redevelopment District within the area subject to its coverage.

4. Parking.

A. Primary Parking for Hotel. The WRA and City will construct a paved parking area, including lighting and landscaping, suitable for parking at least seventy-two (72) cars on land owned or acquired by the City, located immediately adjacent to the Hotel. These parking spaces will be conveniently located for use by Hotel patrons, but will be also be available for use by other nearby developments and the general public. The WRA and City agree to erect signage to designate some or all of said spaces for exclusive use by the Hotel if Sawyer Hotel can demonstrate that necessary parking spaces are not, in fact, available for use by Hotel patrons.

B. Additional Public Parking. WRA represents that additional parking within the West Waterfront Redevelopment District will be made available for parking needs of the Hotel, other adjacent development, and the general public on a non-exclusive basis. Such additional parking shall consist, at a minimum, of one hundred fifty (150) parking spaces in the area to the east of Madison Avenue and north of Maple Street.

C. Maintenance. WRA and/or the City shall maintain all of the aforesaid parking areas and keep them in good repair and in safe condition, and reasonably clear of snow and ice.

D. Representations Regarding Availability. The WRA and City represent and warrant that (i) all of the parking areas identified in subparagraphs A and B above shall be available for use prior to the time the Hotel opens for business, (ii) there shall be no fees charged to hotel employees and guests for any such parking, whether by parking meters, parking passes or otherwise, and (iii) all such parking shall be open and accessible to the public at all times.

E. No Costs to Sawyer Hotel. No part of the foregoing costs for parking shall be charged or assessed to Sawyer Hotel, the Hotel Lot or improvements thereon.

5. Utilities.

A. Provision of Service. Sanitary sewer, water, and electrical, service shall be extended by WRA/City at its cost to the Hotel Lot at locations reasonably acceptable to WRA,

City and Sawyer Hotel based on final plans and specifications for the Hotel. Sawyer Hotel shall be responsible for the cost of the connection between the Hotel and those utilities. WRA shall also insure that an adequate provision is made for storm water runoff without any requirement of Sawyer Hotel to provide any storm water detention facilities upon the Hotel Lot and shall prepare any storm water management plans required for development of the Hotel and the West Waterfront Redevelopment District. All utilities serving the Hotel shall be located underground and shall be determined by Sawyer Hotel to be of quality and capacity satisfactory for the Hotel's operations, without unreasonable additional expense. All work required of WRA shall be performed in accordance with a development schedule to be approved by WRA and Sawyer Hotel to facilitate timely development of the Hotel.

B. Relocation. WRA/City shall work with American Transmission Company to locate a portion or all of the electrical transmission line underground, or to reduce the number of overhead utility poles shown on Exhibit C, all prior to substantial completion of the Hotel.

6. Assistance for Other Site Improvements. The WRA and City agree to complete, or provide financial assistance to Sawyer Hotel to complete the following improvements necessary to allow construction of the Hotel at the Hotel Lot:

A. Filling/Grading. The site shall be filled and/or graded to meet flood-proofing requirements of the Sturgeon Bay Floodplain Zoning Code.

B. Pilings and Building Expenses. Payment of up to of \$480,000 for costs associated with engineering and installation of pilings/pile caps and related building expenses to support the Hotel will be made to Sawyer Hotel within 30 days of receipt of invoices after commencement of excavation work for the Hotel. Should the costs described above exceed \$480,000, Sawyer Hotel shall pay for the additional cost.

7. Licenses/Permits/Zoning.

A. Building Permits/Approvals. Sawyer Hotel shall obtain, directly or through its agents, a building permit from the City, approval from the State of Wisconsin for the Hotel and such other permits, licenses, and related approvals as may be necessary or shall be deemed desirable by Sawyer Hotel for construction of the Hotel and operation of the Hotel. Such Hotel shall be constructed in accordance with all applicable federal, State of Wisconsin, County of Door, and City of Sturgeon Bay laws, ordinances and regulations.

B. Zoning. The parties anticipate that the Hotel Lot will be zoned Planned Unit Development (PUD) and the PUD zoning requirements will not preclude the development of the Hotel and accessory uses as shown in Exhibit B. If, however, the actual zoning on the Hotel Lot restricts the development of the planned Hotel in any material way, Sawyer Hotel may void this Agreement.

C. Signage. On-premise signs for the Hotel shall comply with the City's sign code and PUD zoning ordinance, as applicable. In addition, the City shall provide a location(s) for identification sign(s) on City/WRA property at the entrance(s) to the West Waterfront

Redevelopment District along N. Madison Avenue and/or E. Maple Street. Such sign(s) may be common sign(s) to identify other public or private uses at the West Waterfront Redevelopment District. The design and specific location(s) of the sign(s) shall be mutually acceptable to Sawyer Hotel and the WRA/City.

D. City and WRA Assistance. The City and WRA agree to use their best efforts to assist Sawyer Hotel in obtaining all permits, licenses, and approvals referred to herein or reasonably requested by Sawyer Hotel in connection herewith.

E. Inability to Obtain Permits/Approvals. In addition to any rights afforded Sawyer Hotel under any other paragraph hereof, if Sawyer Hotel is unable to obtain a zoning or building permit allowing construction of the Hotel, and without conditions reasonably deemed by Sawyer Hotel to be unreasonable and without imposition of fees, charges, assessments or taxes deemed unreasonable by Sawyer Hotel, then Sawyer Hotel shall be under no obligation to develop the Hotel and this Agreement shall be null and void.

8. Conditions Precedent to City and WRA Obligations. In addition to all other conditions and requirements set forth in this Agreement, the obligations of the City and WRA under this Development Agreement are conditioned upon the satisfaction of each and every of the following conditions:

A. On or before June 15, 2015, Sawyer Hotel, at its cost, will provide the Project Cost Breakdown to the City and WRA. The Project Cost Breakdown shall be certified by Sawyer Hotel, its Project architect and general contractor as accurate and complete and shall be acceptable to the City. The Project Cost Breakdown shall satisfy the City and its appraiser that all hard costs of construction, installation, furnishing and equipping of the Hotel are not less than \$7,734,000. The Project Cost Breakdown must otherwise show a state of facts acceptable to the City and WRA.

B. On or before June 15, 2015, Sawyer Hotel, at its cost, shall provide the City and WRA with a completion schedule for the Hotel which must be acceptable to the City and WRA.

C. On or before June 15, 2015, Sawyer Hotel shall provide the City and WRA with evidence satisfactory to the City and WRA that Sawyer Hotel has the funds necessary to construct and install the Hotel. Such evidence shall include, without limitation, an unconditional written financing commitment from a lender of Sawyer Hotel's choice, under the terms of which the lender agrees to make a loan to Sawyer Hotel in an amount sufficient, when combined with any equity contribution of Sawyer Hotel and the Loan, to construct, furnish, equip and install the Hotel. Said financing commitment must be acceptable in all respects to City and WRA. This must precede City and WRA's expenditure of funds for project improvements. City and WRA will retain as confidential those financial documents which can remain confidential under Wisconsin's public records law.

D. On or before June 15, 2015, the City, WRA, and the State of Wisconsin shall have determined that the final Plans for the Hotel are acceptable to the City, the WRA, and the State and all approvals from the City and the State of the Plans shall have been obtained.

E. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Sawyer Hotel shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Hotel to which Sawyer Hotel is a party or an obligor.

F. On or before June 15, 2015, Sawyer Hotel shall have executed and delivered to the City and WRA any documents and agreements as are required by this Agreement.

If all conditions contained in this section are satisfied within the time periods for satisfaction of such conditions as set forth above or if such conditions are waived in writing by the City and WRA, within the time periods for satisfaction of such conditions as set forth above, then the above conditions shall be deemed satisfied. Otherwise, the City and WRA, at their option, exercised in their sole discretion, may terminate this Agreement, in which event, neither of the parties to this Agreement shall have any further liability or obligation to the other parties. Notwithstanding the foregoing, if Sawyer Hotel does not obtain, by January 6, 2015, all required City and WRA approvals for this project or in the event there are outside legal challengers against the project, all deadline dates for the Sawyer hotel contained in Paragraph 8 and Subparagraph 9A shall be automatically extended for one year. In such event the City /WRA may elect to terminate this agreement up to and including February 9, 2015.

9. Completion; Enforcement.

A. **Completion Date.** Sawyer Hotel shall work diligently to complete construction of the Hotel and Hotel Lot, in accordance with approved plans, so that it will be open to the public as an operating hotel by June 15, 2016.

Performance & Payment Bond. Sawyer Hotel, as part of its contract with its prime contractor for construction of the facility, shall require the contractor to furnish, at Sawyer Hotel's option, either (i) a payment and performance bond in the amount of the construction cost of the Hotel assuring completion of the Hotel and payment of subcontractors, suppliers, and materialmen who would have the right to file liens against the premises, or (ii) an irrevocable letter of credit issued by a U.S. domestic bank in the full amount of the construction cost to secure the contractor's performance hereunder.

B. **Notice of Default; Remedies.** In the event any party to this Agreement is in default hereunder (the "Defaulting Party") one of the other parties (the "Non-defaulting Parties") shall give the Defaulting Party written notice of the default, describing in reasonable detail the nature of the default and what action, if any, is deemed by the Non-defaulting Party necessary to cure the default and specifying the reasonable period of time, no longer than ninety (90) days, within which the default may be cured (the "Cure Period").

During the period of time between the default by the Defaulting Party and the expiration of the Cure Period, the Non-defaulting Parties may suspend their performance; provided, however, that they may not so suspend their performance if and to the extent that to do so would impede the Defaulting Party in such party's attempts to cure its default. In the event a

default is still in existence at the expiration of the Cure Period, and, in the case of a default that cannot be completely cured within such Cure Period, in the event that the Defaulting Party has not commenced (or is not continuing diligently to pursue) appropriate action to cure such default, then the Non-defaulting Parties may take any legal, equitable or administrative action to which such party may be allowed by this Agreement or by law, including the right to seek specific performance.

The remedies to which a party is entitled shall be cumulative and shall not be precluded or restricted by any other provision of this agreement or by the pursuit of a particular remedy. If Sawyer Hotel is the Defaulting Party, WRA shall thereupon also have the right to enter upon the premises and complete all necessary items of construction work and assess the cost thereof to the Hotel Lot as a lien thereon. Such lien may then be foreclosed by the City in the manner of a construction lien under Wisconsin law.

C. Force Majeure. No party shall be liable to another party for loss, cost or damage resulting from the failure of such party to fulfill his or its requirements hereunder if such failure is the result of any cause not within the reasonable control of the party whose performance is interfered with, including, without limitation, wars, acts of civil unrest, strikes, fires, floods and acts of God, and the time for performance hereunder shall be extended by the period of delay occasioned by any such cause.

D. Costs of Enforcement. The prevailing party in any action shall be entitled to its costs of enforcing this Agreement, including court costs and disbursements and reasonable attorneys' fees.

10. Sale/Lease/Assignment.

A. Sale/Lease. Sawyer Hotel shall not sell, transfer or lease the Hotel Lot or the Hotel without the prior written approval of the WRA, which approval shall not be unreasonably withheld so long as the transferee/tenant is a creditworthy entity with experience operating similar hotels, or has a hotel manager experienced in operating similar hotels. Upon a sale, transfer or lease to which the WRA consents, Sawyer Hotel shall be released and forever discharged from any liability or obligation for any matter arising thereafter. This does not preclude the sale of condominium units within the Hotel.

B. Assignment. Neither Sawyer Hotel, nor its successors, assigns or agents, may assign any rights under this Agreement or the Agreement itself without the prior written approval of the WRA, which approval shall not be unreasonably withheld.

C. Construction/Operating Entity. Nothing contained herein, though, shall prohibit Sawyer Hotel from creating a corporation or other entity for the purpose of constructing and/or operating the Hotel. Any such entity, though, shall construct the Hotel and/or operate the Hotel in accordance with all of the terms of this Agreement and will be bound by the terms thereof.

D. Facilitation of Financing. In order to facilitate Sawyer Hotel's obtaining financing for construction of the Hotel, WRA and the City agree to make reasonable modifications to this Agreement, none of which shall alter the terms hereof in any material respect, if requested by a prospective lender, and to execute and deliver estoppel letters and such other documents as a prospective lender may reasonably require to close the loan.

11. Taxation.

A. Understandings. Sawyer Hotel understands that the ability of the WRA to develop the West Waterfront Redevelopment District is dependent upon expectations of tax assessment of the facilities developed in the TIF District. It is necessary, therefore, that the owners of facilities in the TIF District pay taxes on the minimum assessments forecasted by the City for the life of the TIF District.

B. Minimum Payment. Sawyer Hotel estimates the cost of the Hotel Lot, Hotel and related property and personal property to be \$7,734,280. Sawyer Hotel agrees to pay an annual amount at least equal to the tax on property having an assessed value of \$7,734,280, regardless of whether the current year's assessment is less than that amount, until the City's reimbursable costs under the TIF program have been fully reimbursed. In the event that a given year's assessed value is less than \$7,734,280, as provided above, the amount of the current year's tax assessment and bill shall be paid to the City and the difference, if any, between that amount and the amount of assessed tax and the mil rate on an assessment of \$7,734,280 as provided above (the "Minimum Payment") shall be paid to City as a special charge for services. Any amount paid above the Minimum Payment in any year shall be "banked", and may be used to offset underpayments in any future year.

C. Guarantee. The principal of Sawyer Hotel, Robert Papke, shall personally guarantee payment of the Minimum Payment as described above for each year until the City/WRA reimbursable costs under the TIF program for this project have been fully reimbursed. Any amount paid above the Minimum Payment in any year shall be "banked", and may be used to offset underpayments in any future year. This Guarantee will be released upon the sale, to bona fide buyers, of condominium units have a total equalized value of \$5,250,000. The Condominium Owners Association shall guarantee the Minimum Payment each year during the life of the TIF, and the condominium declaration shall require the assessment of unit owners by their percentage ownership of common area for such Minimum Payment annually when the assessed value of improvements is less than \$7,734,280. The provision requiring this assessment in the condominium declaration may not be altered or removed without the consent of the City of Sturgeon Bay.

12. Insurance.

A. Fire Insurance. Sawyer Hotel shall maintain fire and other casualty insurance on the premises in an amount at least equal to the cost of its reconstruction, exclusive of foundation, without co-insurance. WRA and the City shall be named as additional insureds.

B. Liability Insurance. In addition, Sawyer Hotel shall maintain public liability insurance on the premises to be conveyed herein, including the Hotel operation, in an amount of at least \$1,000,000.00. WRA and the City shall be named as additional insureds.

C. Certificates Showing Coverage. Sawyer Hotel shall at least annually furnish to WRA either a copy of such policy or a certificate of insurance showing such coverage.

D. Use of Proceeds. Subject to the rights of Sawyer Hotel's first mortgagee, any insurance proceeds received for fire or other casualty loss to the Hotel shall be used to rebuild, restore, or replace (as the case may be) property damaged by such fire or other casualty. This applies to both real and personal property.

13. Survival of Agreements.

A. Survival of Provisions. None of the provisions of this Agreement are intended to or shall be merged into any deed transferring any interest in the Hotel Lot, and all of said provisions, including representations and warranties made herein, shall survive the closing of Sawyer Hotel's acquisition of the Hotel Lot as provided herein.

B. Provisions Not Limited by Investigation. All of the provisions hereof, including representations and warranties shall remain operative and in full force and effect during the term hereof regardless of any investigation made by or on behalf of any party.

14. Cooperation with Other Developers.

A. Sawyer Hotel's Agreement to Cooperate. The parties hereto recognize that the facility developed pursuant to this Agreement is a part of the development of a number of facilities that will comprise the West Waterfront Redevelopment District. Sawyer Hotel agrees, therefore, to cooperate with such developers, and in particular, the developers of the restaurant and brewery located adjacent to the Hotel and the Door County Maritime Museum.

B. WRA's Obligation to Cause Other Developers to Cooperate. WRA represents that this same requirement shall be a term of the agreements with the other developers of the facilities within the West Waterfront Redevelopment District.

15. Termination of Agreement. This Agreement shall terminate upon the occurrence of the earlier of the following events: (i) the parties enter into a written agreement terminating this Agreement, or (ii) termination of the TIF District as provided by Wisconsin law.

16. Miscellaneous.

A. Construction of Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, with venue of any lawsuit to be in Door County, Wisconsin.

B. Modifications. No modifications of this Agreement shall be made except in writing signed by the parties hereto.

C. Successors and Assigns Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives and assigns.

D. Authority to Execute Agreement. The undersigned represent that they are duly authorized to execute this Agreement on behalf of the parties hereto.

E. Approval by City/Effective Date of Agreement. This Agreement shall not become effective until approved by the City Council of the City of Sturgeon Bay as to all of the terms and conditions hereof, which terms and conditions shall be binding on the City to the extent allowed by law.

F. Memorandum of Agreement. A memorandum of this Agreement setting forth its existence shall be recorded with the Register of Deeds for Door County, Wisconsin, and tract indexed against the site described herein.

G. Defined Terms.

1. "City" shall mean the City of Sturgeon Bay, Wisconsin.
2. "Environmental Law" means any local, state or federal law or other statute, law, ordinance, rule, code, regulation, decree or order governing, regulating or imposing liability or standards of conduct concerning the use, treatment, generation, storage, disposal or other handling or release of any Hazardous Substance.
3. "Sawyer Hotel" shall mean Sawyer Hotel Development LLC, its successors and/or assigns.
4. "Hazardous Substance" means any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCB's, air pollutants, water pollutants, and other substances defined as hazardous substances or toxic substances in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. § 1802, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., the Solid Waste Disposal Act, 42 U.S.C. § 3251 et seq., the Clean Air Act, 42 U.S.C. § 1857 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., Chapter 144 of the Wisconsin Statutes, or any other statute, rule, regulation or order of any governmental agency having jurisdiction over the control of such wastes or substances, including

but not limited to the United States Environmental Protection Agency, the United States Nuclear Regulatory Agency, the Wisconsin Department of Natural Resources and the Door County Department of Health.

5. "TIF District" shall mean Tax Increment District #4 created by the City for financing the West Waterfront Redevelopment District referred to herein under the authority of the Tax Increment Law of the State of Wisconsin.

6. "WRA" shall mean the Waterfront Redevelopment Authority of the City of Sturgeon Bay, Wisconsin.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Waterfront Redevelopment Authority

By: *Thomas Herlache*
Thomas Herlache, Chairman

Attest: *Martin Olejniczak*
Martin Olejniczak, Secretary

STATE OF WISCONSIN)
) ss.
DOOR COUNTY)

Personally appeared before me this 7 day of January, 2015, the above-named Thomas Herlache and Martin Olejniczak, the Chairman and Secretary, respectively, of the Waterfront Redevelopment Authority, to me known to be the persons who executed the foregoing agreement on behalf of the Waterfront Redevelopment Authority and by its authority.

Radball J Nesbitt
Name: Radball J Nesbitt
Notary Public, State of Wisconsin
My Commission expires: is permanent

[SIGNATURES CONTINUE ON NEXT PAGE]

Sawyer Hotel Development LLC,
a Wisconsin limited liability company

By: [Signature]
Name: Robert Papke
Title: Sole owner

[Signature]
Robert Papke, Guarantor

Florida
STATE OF WISCONSIN)
Palm Beach COUNTY) ss.

Personally appeared before me this 7 day of January, 2014, the above-named Robert Papke, Guarantor of Sawyer Hotel Development LLC, to me known to be the person who executed the foregoing agreement on behalf of said corporation and by its authority.

[Signature]
Name: Molly Arnold
Notary Public, State of Wisconsin Florida
My Commission expires: March 31, 2018

This instrument was drafted by
Atty. Randall J. Nesbitt
Pinkert Law Firm LLP
454 Kentucky Street
Sturgeon Bay, WI 54235

