

**RECOMMENDATION
of the
WASHINGTON ISLAND ZONING & PLANNING COMMITTEE**

January 13, 2014

Review/update the Door County Comprehensive Plan 2030 Current Land Use Inventory Map. Motion by L. Holmes, 2nd by C. Stayton to bring the Current Land Use Map to the floor for discussion. **Motion carried unanimously.**

Motion by C. Stayton, 2nd by L. Holmes to update the map by making the following twelve corrections listed below. **Motion carried unanimously.**

1. The corner of Airport Rd. & Jackson Harbor should be color coded red for commercial.
2. The new retail building at 1350 Airport Rd should be noted.
3. The former Viking Video and the former Spa on Detroit Harbor Rd should both be shown as residential, not commercial.
4. Ray Hansen's fuel tanks on East Side Rd should be Light Industrial instead of communication/utility.
5. On the extreme southeast end of Detroit Island should show a house
6. The corner of Main Rd & Townline Rd on the NW corner should be residential
7. Dave Hanlin's garage/car repair on Main Rd. should be red (commercial)
8. The former Sawmill building owned by Butch Gordon on South Shore Rd should be red (commercial) to indicate it's a rental storage building
9. Rob Carr's real estate business on Main Rd should be red (commercial)
10. Jerry Maiers Norse Horse Park on Main Rd – a part of it should be red
11. The McDonald Cottages property in Jackson Harbor all be designated in red
12. The Lehman property on Little Lake Rd – why is it all designated in solid yellow?

Michael G. Kickbush AIA
Chairman
WIZAP

**WASHINGTON ISLAND ZONING AND PLANNING
COMMITTEE MEETING**

January 13, 2014

RUTLEDGE ROOM – 6:30

AGENDA

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. APPROVAL OF MINUTES** of the December 11, 2013 meeting
- 4. CORRESPONDENCE:**

- 5. ACTION ITEMS**
 - a. Review/update Door County Comprehensive Plan 2030 Current Land Use Inventory map **Discussion/Motion**

 - b. Input on Updating goals and action items of Comprehensive Plan 2030. **Discussion/Motion**

 - c. Washington Island Zoning & Planning Committee/Washington Island Economic Development Committee Forum draft talking points. **Discussion/Motion**

6. REPORTS/ANNOUNCEMENTS

- January 30, 2014 Educational/Discussion meeting for Local Officials

7. COMMUNITY INPUT

8. BOARD INPUT

9. NEXT MEETING: Suggestions?

10. ADJOURN

MORE THAN TWO TOWN BOARD MEMBERS MAY BE PRESENT

WISCONSIN'S OPEN MEETINGS LAW NOTICE (WIS.STAT. §19.84)

Posted Tuesday January 7, 2014

THE PUBLIC IS WELCOME

Check the Town website for our posted agendas & minutes at:

www.washingtonisland-wi.gov

**WASHINGTON ISLAND ZONING AND PLANNING
COMMITTEE MEETING**

Wed. December 11, 2013
RUTLEDGE ROOM - 7:00

Members present: Mike Kickbush, Mary Lee Benson, Carol Stayton, Kirby Foss, Liz Holmes, Jim Goodwin

Public present: Jerry Maiers, Warren & Mary Marik

CALL TO ORDER by the chairman, Mike Kickbush at 7:00 pm

APPROVAL OF AGENDA Motion by C. Stayton, 2nd by K. Foss **Motion carried unanimously.**

APPROVAL OF MINUTES of the Nov. 6, 2013 meeting. Motion to approve by C. Stayton, 2nd by L. Holmes **Motion carried unanimously.**

CORRESPONDENCE received: None

ACTION ITEMS

- a. Review/update the Door County Comprehensive Plan 2030 Current Land Use Inventory Map. Motion by C. Stayton, 2nd by K. Foss to bring the Current Land Use Map to the floor for discussion. **Motion carried.**
Motion by C. Stayton, 2nd by L. Holmes to update the map by making the following 10 corrections. **Motion carried unanimously.**
 1. The corner of Airport Rd. & Jackson Harbor should be color coded red for commercial.
 2. The new retail building at 1350 Airport Rd should be noted.
 3. The former Viking Video and the former Spa on Detroit Harbor Rd should both be shown as residential, not commercial.
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- b. Washington Island Zoning & Planning Committee/Washington Island Economic Development Committee Forum draft talking points. Motion by C. Stayton, 2nd by M. Kickbush to bring the Draft Discussion Points to the floor for discussion. **Motion carried.** After reading through the points it was the unanimous consent that the draft should go to the Town Board for their next meeting. A motion by L. Holmes, 2nd by M. Kickbush that we further discuss the draft discussion points at our next WIZAP meeting. **Motion carried unanimously.**

REPORTS/ANNOUNCEMENTS: Chairman, M. Kickbush will attend the Jan. 30, 2014 County Planning meeting in Sturgeon Bay where the Current Land Use Maps will be corrected.

COMMUNITY INPUT: None

BOARD INPUT: None

NEXT MEETING: Monday, **January 13, 2014** at **6:30pm**

ADJOURN: Motion to adjourn by M. Kickbush, 2nd by L. Holmes. **Motion carried unanimously.** Meeting adjourned at 8:20pm

Submitted by,
Mary Lee Benson, secretary

RE: WIZAP Land Use

From: **Michael Kickbush** (mkickbush@hotmail.com)
Sent: Fri 1/10/14 2:31 PM
To: McDonald, Brian (brian.mcdonald@aurora.org)
Cc: Timothy C. McDonald (tmcdonal@vonbriesen.com)

Your request will be discussed and your correspondence included in our meeting.

Mike

From: brian.mcdonald@aurora.org
To: mkickbush@hotmail.com
CC: TMCDONAL@vonbriesen.com
Subject: RE: WIZAP Land Use
Date: Fri, 10 Jan 2014 20:04:26 +0000

Hi Mike, yes, please. Brian

From: Michael Kickbush [mailto:mkickbush@hotmail.com]
Sent: Friday, January 10, 2014 11:37 AM
To: McDonald, Brian
Cc: tmcdonal@vonbriesen.com
Subject: RE: WIZAP Land Use

Thank you for the info. Does this mean you would like to have your entire property shown as red which reflects commercial?

Mike

From: brian.mcdonald@aurora.org
To: mkickbush@hotmail.com
CC: TMCDONAL@vonbriesen.com
Subject: WIZAP Land Use
Date: Thu, 9 Jan 2014 19:39:27 +0000

Mike,

Thank you for your timely response to my email regarding the land use process that WIZAP is undertaking.

I would like to provide a little background into our interest in the land use review. The land use process and zoning are activities in which we have actively participated during that past ten to twelve years, regarding the "McDonald's Cottages" properties.

It started with the delineation of wetlands and more accurate rezoning of recreational commercial (RC) and wetland zoning in the early 2000s. About \$20,000 later with survey, wetland engineering and attorney fees, we effectively corrected zoning and maps for the McDonald's Cottages.

From 2007 to 2009, as the Island and the rest of Door County went through the comprehensive plan for 2030, we expended more resources to review the land use maps, provide input into the process, and work directly with county planning administrators to ensure that what was corrected in the rezoning efforts earlier in the decade would not be lost in long-term planning. The map that illustrates the 2030 land use, as attached, is an outcome of that effort and is posted on the County's website. A 2007 letter to Mary Lee Benson and 2009 email communication with Becky Kerwin and Mariah Goode are also attached. I also met with Ms. Goode in 2009.

As the Island must go through the land use planning process again, we are interested in maintaining the commercial-purposed identification of the land as established in the 2009 comprehensive plan for 2030. This is our current and intended use – we have rented cottages since the 1930s and utilized the land commercially for 110 years. If a person rents a cabin at McDonald's Cottages, they have broad access to a collective 33 acres. This is significant as a commercial property; because there are woodlands does not make the parcel non-commercial. There was a long process to finally reach this conclusion, that we would like to ensure going forward.

I hope this explanation is insight into my initial inquiry and helpful input to the land use review process. If you have any questions, please let me know.

Sincerely,

Brian McDonald

Brian McDonald

Senior Vice President, Enterprise Business Group

Managed Care Strategy and Decision Analytics

AURORA HEALTH CARE

920.265.2831

Executive Assistant:

Karen Blaser

920.288.3624

Karen.blaser@aurora.org

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Michael G. Kickbush AIA
Chairman
WIZAP

Washington Island Airport
Hangar Area Lease

THIS AGREEMENT, made and entered into on the date indicated below by and between the **TOWN OF WASHINGTON**, State of Wisconsin, County of Door, a municipal corporation, hereinafter called the Lessor, and **James McLaughlin, 818 Kurtz Road, Monico, WI 54501** hereinafter called the Lessee.

WITNESSTH:

WHEREAS, the Lessor owns and operates an airport known as the Washington Island Airport, and said Lessee is desirous of leasing from the Lessor a certain parcel of land on the said airport, hereinafter more fully described, for the purpose of aircraft storage.

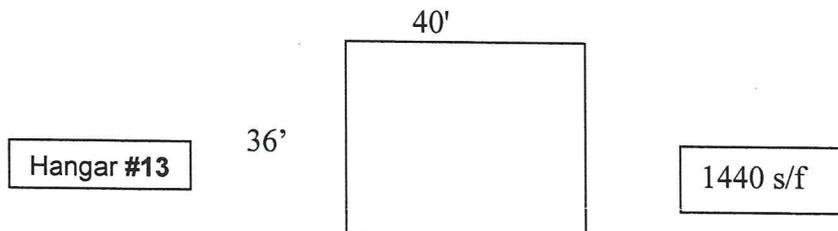
WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee or by regular employees of the Lessee.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby hire, take and lease from the Lessor, and the Lessor does hereby grant, demise and lease unto the Lessee the following premises, rights and easements on and to the airport upon the following terms and conditions;

1. **Property Description**

Here describe the property leased; include Land upon which **Hangar #13** is currently erected at the Washington Island Airport from Land Use Map, square footage of land and map, if appropriate.

N →



2. **Hangar Construction**

The Lessee shall have the right to erect, maintain and alter buildings or structures upon said premises providing such buildings or structures conform to the Building Code Requirements of the Wisconsin Department of Industry, Labor & Human Relations, and any local ordinance in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.

3. **Term**

The Term of this lease shall be for a period of twenty (20) years, commencing on the date indicated below.

4. **Rent**

The Lessee agrees to pay to the Lessor for the use of the premises, rights and easements herein provided for, a yearly rental of **\$0.15 per square foot** for the land leased, for a total annual charge of **\$216.00**, payable on or before September 1st of each year. It is understood and agreed that the rental rate herein specified shall be subject to re-examination and readjustment, provided that any readjustment of said present rates or as same may be amended hereafter, shall be reasonable.

5. **Non-exclusive Use**

The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hanging of the Lessee's aircraft, the right of ingress to and egress from the demised premises, which right shall extend to Lessee's employees, guests, and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

6. **Laws and Regulations**

The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by other proper authority having jurisdiction over the conduct of operations at the airport.

7. **Hold Harmless**

The Lessee agrees to hold the Lessor free and harmless from loss from each and every claim and demand of whatsoever in nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the Lessee, his agents or employees, and from all loss or damages by reason of such acts or omissions. The Lessee agrees to defend the Town, at Lessee's expense, against any claims made against the Town as a result of any wrongful act or omission on the part of the Lessee.

8. **Insurance**

The Lessee agrees that he will deposit with the Lessor a policy of comprehensive liability insurance. Such policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of **\$300,000.00** for the injury or death of one person in any one accident; and in the amount of **\$300,000.00** for the injury or death of more than one person in any one accident; and in the amount of **\$300,000.00** for damage to property of others for any one accident. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

9. **Maintenance of Buildings**

The Lessee will maintain the structures occupied by him and the surrounding land premises in good order and make such repairs as are necessary. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted. All such maintenance and repair will be at the expense of the Lessee.

10. **Right to Inspect**

Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

11. **Taxes**

Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which he may erect on lands leased exclusively to him.

12. **Default**

The Lessee shall be deemed in default upon:

- a. Failure to pay rent within 30 days after due date;
- b. The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement;
- c. The commencement of a proceeding for dissolution or for the appointment of a receiver;
- d. The making of an assignment for the benefit of creditors.
- e. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days.

Default by the Lessee shall authorize the Lessor at its option and without legal proceedings, to declare this Lease void, cancel the same, and re-enter and take possession of the premises. The Lessee shall be responsible for all costs incurred by the Lessor, including attorney's fees, in enforcement of the Lease.

13. **Signs**

Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.

14. **Title**

Title to the buildings erected by the Lessee shall remain with the Lessee and shall be transferable. Upon termination of this Lease, the Lessee may, at the option of the Lessor, remove the buildings, all equipment and property therein and restore the leased property to its original condition. In event of sale of the building(s), the Lessor reserves the right of first refusal.

15. **Snow Removal**

Lessee shall pay the cost of snow removal from the primary taxiway to lessee's hangar. Such snow removal shall be accomplished only after all runways, apron, and primary taxiways have first been cleared.

16. **Lease Transfer**

Lessee may not, at any time during the term of this lease, assign, sublet, hypothecate or transfer this agreement or any interest therein, without the consent of the Lessor.

17. **Airport Development**

The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

18. **Subordination Clause**

This lease shall be subordinate to the provisions of an existing or future agreement between the Lessor and the United States, or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport.

Furthermore, this lease may be amended to include provisions required by these agreements with the United States or the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

_____ day of _____, 20__

LESSOR:

By: _____

Witness: _____

LESSEE:

By: Jan M. [Signature] 1-3-2014

Witness: W. Bruce McLaughlin



Washington Island Airport 2P2

To: Members of the Washington Island Town Board
Chairman Joel Gunnlaugsson
Supervisors: Liz Holmes, Randy Sorensen, Kirby Foss and John Rader

At the December 19th, 2013 meeting of the Washington Island Airport Advisory Committee meeting;

A motion was made by Berger, second by Graf to recommend to the Washington Island Town Board to pursue purchasing the property east of the Airport (immediately across from the entrance of the Airport). This motion carried unanimously.

Description:

This is described as a 20 acre parcel. Currently the land is owned by Alice Rybak, etal, and is listed as two separate parcels on the Door County Tax Roll. This property is indicated on the attached aerial map as #2 and #3.

#2. Being 7.98 Acres, currently a triangular piece of property which already has Aviation easements attached to it.

#3. Being a 32.02 acre parcel making up the residual of the 40 acres the family currently owns.

There has been a 'For Sale by Owner' sign on this property for approximately two years.

After speaking with a representative of the family, the family is willing to sell of the South 20 acres of the entire 40 acres site. That being #2 and #3 combined.

The asking price is \$105,000.00. \$5,250.00 per acre.

This property, being contiguous to the airport would be eligible for Airport Improvement Funds, whereby the funding would fall under the same category as for construction or an equipment project.

The Federal AIP entitlements would be: 90% Federal; 5% State; 5% Sponsor (Town). These entitlements are generated from Airport User Fees such as Airline Tickets and Baggage Fees, Fuel Sales, Aircraft Registration and other Aviation related charges and fees.

Justification:

It is of unanimous concurrence of the Advisory Committee to pursue the purchase of this property in order to assure the continued use of Airport Property for Aviation and Non-Aviation events held at the Airport. It is essential we secure this property for permanent parking facilities to protect the safety of these events and its' participants and to provide security to the events and the airfield.

Secondary to the above, alternate uses of the property would be a possible spreading site for wastewater (upon DNR validation) and an additional building site for future storage.

This is the least expensive property in net cost the Town could acquire.

Supplication:

The Airport Committee is requesting the Board approve the pursuit of purchase, petition the Department of Transportation/Bureau of Aeronautics for available funding, and support a public hearing as the first step in the petition process.

Respectfully,

Mike Berger
Ed Graf
Joel Gunnlaugsson
Gary Crites
Lu Beekman



