



PLAN COMMISSION MEETING AGENDA

TUESDAY, APRIL 22, 2025 AT 5:30 P.M.

Sister Bay-Liberty Grove Fire Station – 2258 Mill Rd., Sister Bay, WI – Large Meeting Room

To access the meeting electronically, click:

<https://zoom.us/j/4439901723?pwd=yAVpi40M1OlqgNufcVUE8XWCUSkKaH.1&omn=9706363858>

Meeting ID: 443 990 1723 Passcode: 304078

To connect by phone: 1-301-715-8592 - Meeting ID 443 990 1723#

For additional meeting information visit: www.sisterbaywi.gov, click 'Agendas and Minutes' or watch the meeting video online.

AGENDA

1. Call to Order & Roll Call
2. Approval of Agenda
3. Approval of March 25, 2025, Meeting Minutes
4. Comments, Correspondence and Concerns from the Public
5. Discussion/Action Items:
 - (a) Development Agreement; 11 Unit Hotel with Manager's Unit; Chalet Lane; Hoffman Family's Investment Properties, LLC (Richard & Jeannie Hoffman)
 - (b) Change of Use & Architectural Review; Waterfront Museum; 10697 N Bay Shore Dr. (Village Boathouse); Sister Bay Historical Society
 - (c) Courtesy Review; Residential Condominium; Off Highway 57; Alliance Constr. & Nicholas Deviley
 - (d) Draft Request for Proposals; Housing Development & Park; Northwoods Drive & Ava Hope Ct.; Village of Sister Bay
 - (e) Draft Text Amendment & Rezone Petition; R-4 Zoning; Former Wiltse Property & Former Logerquist Farm; Village of Sister Bay
 - (f) Draft Text Amendments; Ch. 66; Dark Sky Lighting
6. Quarterly Permit Report
7. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee
8. Next Meeting
 - Regular Monthly Meeting; May 27, 2025, at 5:30 P.M.; Large Meeting Room, Sister Bay-Liberty Grove Fire Station
10. Adjournment

Public Notice

For questions regarding the above agenda items or to review the related files contact Julie Schmelzer, Village Administrator, at julie.schmelzer@sisterbaywi.gov. To submit letters in support or opposition of an agenda item that is *not* part of a public hearing, email info@sisterbaywi.gov by 4:00 pm the day before the meeting; letters regarding a public hearing must be received by 4:00 pm the Thursday before the hearing. It is possible that members of, or quorum of, other governmental bodies may attend the meeting to gather information; no action will be taken by any governmental body other than the body specifically referred to above. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid or accommodation at no cost to the individual. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the Village Administration Office at 920.854.4118 or in writing to: Village Administration Building, 2383 Maple Dr., PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are typically available online and can also be viewed at the Village Administration Office 8 am – 4 pm Monday through Thursday, except holidays.

The Village of Sister Bay is an Equal Opportunity Provider & Employer

POSTED DATE/SIGNATURE _____

AGENDA ITEM 3

Approve Minutes: March 25, 2025

VILLAGE OF SISTER BAY
HYBRID PLAN COMMISSION MEETING MINUTES
TUESDAY, MARCH 18, 2025
SISTER BAY-LIBERTY GROVE FIRE STATION – 2258 MILL ROAD
APPROVAL PENDING

At 5:30 P.M. on Tuesday, March 18, 2025 Denise Bhirdo, the Chair of the Plan Commission, called the hybrid meeting of the Village of Sister Bay Plan Commission to order.

Present: Plan Commission Chair Denise Bhirdo, and Commission members Nate Bell and Ron Kane.

Staff Members: Village Administrator Julie Schmelzer and Code Compliance Officer Carla Heck.

Excused: Commission members Patrice Champeau and Laurel Harff, and Administrative Assistant Janal Suppanz.

Others: Andrew Hendrickson, Karen Berndt, Steve Musinsky, Louise Howson, Roly Tvedt, Ellie Soderberg-Guger, Jill Ghodes-Wiebe, Skip Heidler, Richard and Jeannie Hoffman, Victoria Wuolett, Sally Pfeifer, Bjorn Johnson, Tyler Duvall, “Jenn”, and William Woodward.

Agenda Item No. 2: Approval of the Agenda:

Motion by Kane, second by Bell that the Agenda for the March 18, 2025 meeting of the Plan Commission be approved as presented. Motion carried – All ayes.

Agenda Item No. 3: Comments, correspondence and concerns from the public:

Bhirdo asked if anyone would like to comment regarding a non-agenda item. No one responded.

Agenda Item No. 4: Approval of February 25, 2025 and March 11, 2025 meeting minutes:

Motion by Bell, second by Kane that the minutes for the February 25, 2025 meeting of the Village of Sister Bay Plan Commission be approved as presented. Motion carried – All ayes.

Motion by Kane, second by Bell that the minutes for the March 11, 2025 special meeting of the Village of Sister Bay Plan Commission be approved as presented. Motion carried – All ayes.

Agenda Item No. 5. Comments, Correspondence and Concerns From The Public:

Bhirdo asked if anyone would like to comment regarding a non-agenda item. Andrew Hendrickson of 10649 Chalet Lane asked if the Plan Commission works with D.O.T. officials when access points are designated for businesses that are located along S. Bay Shore Drive, and Schmelzer responded that before any Village approvals are granted for such driveways, written approval must be received from the D.O.T.

Steve Musinsky stated that he believes the Commission members “are on the right track” with respect to the proposed R-4 regulations, and would be happy to provide some insight on that issue at a future meeting. He also stated, “Sister Bay is not Flagstaff”, and indicated that he believes it will be very difficult to get people to comply with the suggested “dark sky” initiatives if the decision is made to adopt regulations that are identical to the lighting regulations that were adopted in that community.

1 Louise Howson of 10637 Westwood Drive indicated that it doesn't look like the proposed Land Use Map
 2 that was included in the draft of the Village's 2025 - 20 Year Comprehensive Plan was amended in the
 3 fashion that had been suggested by the Plan Commission at their last meeting, and Bhirdo stated that she
 4 had also observed that. She then explained that she intends to recommend some map amendments when
 5 the next agenda item is addressed.

6
 7 **Agenda Item No. 6. Ordinances/Resolutions:**

8 **(a) Resolution 2025-001 – Recommending Adoption of the 2025 Comprehensive Plan:**

9 A revised draft of the 2025 – 20 Year Comprehensive Plan for the Village as well as a draft of Resolution
 10 No. 2025-001, which recommends adoption of that plan, were included in the digital meeting packets,
 11 and the Committee members jointly reviewed all of that documentation. During the review process Bhirdo
 12 noted that several of the grammatical revisions to the Comprehensive Plan that were suggested by the
 13 Plan Commission members at their last meeting had not been made yet, and she then proceeded to point
 14 out all of the revisions that had apparently been overlooked. Schmelzer took note of all those items, and
 15 indicated that she will provide all of that information to Sydney Swan of the Baylake Regional Planning
 16 Commission. Discussion then took place regarding the Future Land Use Map that is contained in the plan,
 17 and Bhirdo noted that there are actually two versions of that map in the plan – the original map, that
 18 should have been deleted, and a map that only contains some of the revisions that were recommended
 19 at the last meeting of the Commission. She went on and indicated that it does not appear that any type
 20 of use was designated for a small portion of property by the Door County Highway Shop as there is a
 21 “white blob” on the map, and also noted that all of the Johnson property, with the exception of the natural
 22 area, should have been designated as “Commercial”. Further, the portion of the Trenchard property that
 23 had been a golf course should have been designated as “Natural Area”.

24
 25 *Discussion took place regarding the issues that Bhirdo had pointed out, and it was eventually the consensus*
 26 *that Ms. Swan shall be asked to see that all the required revisions are made to the Comprehensive Plan as*
 27 *well as the Future Land Use Map in time for the revised document to be included in the digital packets for*
 28 *the April 15, 2025 Village Board Meeting.*

29
 30 *Motion by Kane, second by Bell that the Plan Commission recommends that the Village Board pass and*
 31 *adopt Resolution No. 2025-001 as presented, and approve the 2025 - 20 Year Comprehensive Plan for the*
 32 *Village of Sister Bay as amended at this meeting. Motion carried – All ayes.*

33
 34 **Agenda Item No. 7.**

35 **Discussion/Action Items:**

36 **(a) Introduce Code Compliance Officer Carla Heck:**

37 Schmelzer introduced Carla Heck, the Village's new Code Compliance Officer, and Bhirdo, Kane and Bell
 38 welcomed her and indicated that they look forward to working with her.

39
 40 Bhirdo indicated that she has some concerns about a couple of the provisions of the Code Compliance
 41 Officer job description that was included in the digital meeting packets, and then pointed out that the job
 42 description states that the Code Compliance Officer will research and recommend amendments to Village
 43 Codes and documents, will engage with the community and developers, and review and approve permits.
 44 All of those duties will require a thorough understanding and working knowledge of the Zoning Code, and
 45 she is concerned that any new employee, regardless of how much zoning or Code enforcement experience
 46 they already have, would have a very difficult time satisfying those job requirements for quite some time
 47 as the Village's Zoning Code is very “convoluted”. Discussion took place regarding Bhirdo's concerns, and

1 it was eventually the consensus that Heck will definitely not be expected to perform the previously
 2 mentioned tasks unless and until she feels comfortable doing them. The Commission members also
 3 pointed out that they're certain Heck will have a number of questions about the provisions of the Zoning
 4 Code, and should not hesitate to ask for clarification.

5
 6 **(b) Site Plan Review; Change of Use; New Café; Country Walk Unit 11; Victoria Wuollett:**

7 Victoria Wuollett would like to move her children's retail store, The Little Rad House, to an existing retail
 8 area in Unit 10 at the Country Walk Shops. Because there will not be a change of use Plan Commission
 9 review will not be required for The Little Rad House.

10
 11 Ms. Wuollett would also like to convert Unit 11 in the previously mentioned building into a small café.
 12 Since there will not be any changes to the exterior of the building, architectural review, lighting review
 13 and landscaping review will not be required, but based upon the number of seats that will be provided
 14 and the number of employees who will be on-site at one time there will be a need for 16 parking stalls.
 15 Because the new businesses are in the B-1 Zoning District a credit of three spaces could be granted for
 16 each of them, and, therefore, 10 parking spaces are really only required. Ms. Wuollett provided a copy of
 17 a document that describes the parking rules that are imposed by the Country Walk Owner's Association
 18 to Schmelzer, and based upon the provisions of that document she does not believe there will be any
 19 parking concerns for either of the previously mentioned businesses. Schmelzer indicated that under the
 20 circumstances she does not believe a Development Agreement should be required for either of Ms.
 21 Wuollett's businesses, and all the Commission members who were present concurred. They also agreed
 22 that there is more than sufficient on-site parking provided in the parking lots at the Country Walk Shops,
 23 so there won't be any need for them to address that issue.

24
 25 *Motion by Kane, second by Bell, that the Plan Commission approves the request from Victoria Wuollett to*
 26 *convert Unit 11 in the Country Walk Shops from a retail area to a café as presented. Motion carried – All*
 27 *ayes.*

28
 29 **(c) Site Plan Review; Architectural Review, Development Agreement; Hoffman Rentals; Chalet Lane;**
 30 **Richard Hoffman:**

31 In 2022 Richard and Jeannie Hoffman received the required approvals to construct an 11-unit hotel on
 32 Parcel No. 181-00-08312844P, which is located off of Chalet Lane, a private road, and is located in the
 33 B-1 Zoning District. A Development Agreement was required, but Mr. and Mrs. Hoffman never applied for
 34 a Zoning Permit, and the Development Agreement eventually expired. Mr. and Mrs. Hoffman recently
 35 informed Schmelzer that they still would like to construct the previously mentioned building, but want to
 36 amend the floor plans in such fashion that one of the units will be converted into a Manager's Quarters.
 37 That unit will be adjacent to the lobby and the laundry area on the lower level of the building. Schmelzer
 38 noted that when the previously mentioned approvals were originally granted there was some controversy
 39 over the fact that Chalet Lane was a private road. The Zoning Code now allows a two-way private road to
 40 be 22' wide as long as there is an 18' wide strip of asphalt on the surface. The affected portion of Chalet
 41 Lane is 22' wide, but Mr. and Mrs. Hoffman will have to add a layer of asphalt that is 18' wide from the
 42 intersection with S. Bay Shore Drive to the access point for their development. The Code also requires a
 43 fog line, and Mr. and Mrs. Hoffman are aware of that fact. Revised floor plans as well as a site plan, a
 44 landscaping plan, a grading plan, a lighting plan and related elevation drawings were included in the digital
 45 meeting packets, and the Commission members jointly reviewed all of that documentation.

1 Discussion took place regarding this issue, and it was eventually the consensus that if the required
 2 approvals are granted for Mr. and Mrs. Hoffman's project the related Development Agreement must
 3 contain all of the following conditions:

- 4 • A tree replacement/planting plan that is similar to the plan that was required for the Luna View
 5 Development must be approved by the Zoning Administrator and be fully complied with;
- 6 • No parking will be allowed along Chalet Lane at any time;
- 7 • The height of the parking lot pole and the lumens of any exterior lighting that will be utilized on Mr.
 8 and Mrs. Hoffman's property must satisfy the lighting specifications that were required for the Eagle
 9 Mechanical and/or The Door County Medical Center Projects.
- 10 • Mr. and Mrs. Hoffman must see that an 18' wide strip of asphalt is added to the surface of Chalet Lane.
 11 That strip of asphalt must run from the intersection of Chalet Lane with S. Bay Shore Drive to the access
 12 point/driveway for their development, and they must also see that a fog line is added to that portion
 13 of Chalet Lane.

14
 15 Motion by Bell, second by Kane that the Plan Commission grants approval for Richard and Jeannie Hoffman
 16 to construct the 10-unit hotel with a manager's quarters as well as a lobby and a laundry area on the lower
 17 level of the building to be constructed on Parcel No. 181-00-08312844P as presented, on the condition that
 18 all of the previously mentioned conditions must be included in the related Development Agreement. The
 19 draft of that Development Agreement will be reviewed at the next regular meeting of the Plan Commission.
 20 Motion carried.

21
 22 The Commission members agreed that whenever they consider further Zoning Code amendments the
 23 parking requirements for units that contain multiple bedrooms will be addressed as there is potential for
 24 people who rent those units to travel to their destinations in more than one vehicle.
 25

26 **(d) Potential Amendments to the R-4 Zoning District Regulations:**

27 In accord with the Plan Commission's directives Schmelzer met with a local builder in an attempt to
 28 determine if it would make sense from a developer's perspective for the Village to pursue creation of an
 29 affordable housing complex. That individual, who has worked on affordable housing projects in other Door
 30 County communities, indicated that he thought such a project would be very well received up here as
 31 there is a definite need for affordable housing, and agreed to draw up some plans for small, affordable
 32 homes that could potentially be constructed on "the Wiltse Property". Those plans depict homes that
 33 have one bedroom and one full bath, two bedrooms and either one or two full baths, and three bedrooms
 34 and two full baths. The sizes of the one bedroom homes range in size from 728 square feet to 832 square
 35 feet, the two bedroom homes range in size from 952 square feet to 1122 square feet, and the three
 36 bedroom homes range in size from 1092 square feet to 1350 square feet. It very quickly became evident
 37 that in order for the previously mentioned homes to be constructed the current setbacks that are required
 38 in the R-4 District would have to be modified. Those regulations require that one side of a home must be
 39 5' from the lot line, but the total of the side setbacks must be 20'. This means that homes could either be
 40 10' apart or 30' apart. Additionally, it means that lots would have to be 20' wider than the projected
 41 homes. After doing a considerable amount of research Schmelzer is recommending that the Village's R-4
 42 regulations be amended in such fashion that 8' side setbacks are required and state that measurements
 43 must be taken from the walls of the homes. An 8' setback is consistent with the setbacks that were
 44 imposed in Sturgeon Bay's affordable housing subdivisions, and Chris Hecht, the Fire Chief, has verified
 45 that a separation of 18' between the homes will be acceptable. Schmelzer is also recommending that a
 46 reduced road setback of 10' be required to encourage communication within neighborhoods, and is
 47 suggesting that the minimum lot width for one and two bedroom homes be 50'. Additionally, the

1 recommendation is being made that the minimum lot width for three bedroom homes be 60' to 65', the
 2 recommended minimum lot size be 5,000 square feet, and the minimum lot depth be 100'. If the R-4
 3 regulations were to be amended in the fashion that has been suggested by Schmelzer it would be possible
 4 for garages to be constructed behind several of the homes in the previously mentioned development, and
 5 driveways would quite likely only need to be 10' wide.

6
 7 *Lengthy discussion took place regarding this issue, and it was eventually the consensus that the Plan*
 8 *Commission shall make a formal determination as to how much of "the Wiltse Property" should actually*
 9 *be set aside for affordable housing in as timely a fashion as possible so that the zoning designation for*
 10 *that property can be changed to R-4 - Small Lot Residential. It was also the consensus that a draft of an*
 11 *Ordinance that contains all of the previously mentioned Zoning Code revisions shall be included in the*
 12 *digital packets for the next meeting of the Commission. Schmelzer indicated that she intends to contact*
 13 *Brett Guilette, the Village's Building Inspector, to see if the State Building Code requires a minimum square*
 14 *footage for single family homes, and she also stated that she intends to do some research regarding the*
 15 *possibility of requiring that front setbacks for all zoning districts in the Village be determined by taking the*
 16 *required measurements from the centerline of the roadway. She will keep the Commission members*
 17 *advised of her findings, and, if possible, will see that the Public Hearings on the re-zoning recommendation*
 18 *as well as the revisions to the R-4 Zoning District regulations are scheduled for the same date.*

19
 20 **(e) Potential Amendments to Lighting Regulations:**

21 *Schmelzer recently met with representatives of Wisconsin Public Service, who offered to see that actions*
 22 *are taken that will ensure that all the streetlights which are north and south of the Village on Highway 42*
 23 *as well as Highway 57 satisfy "dark sky initiatives" at no cost to the Village, but they informed her that*
 24 *they won't make any of the required changes unless and until formal Village approvals have been obtained.*
 25 *She subsequently contacted Door County representatives as well as representatives of the Wisconsin*
 26 *Department of Transportation to see if they had any objections to the proposed lighting changes, and they*
 27 *did not. Discussion took place regarding this issue, and it was eventually the consensus that a related*
 28 *referral shall be made to the Parks, Property & Streets Committee in as timely a fashion as possible.*

29
 30 In accord with the Commission's directives Schmelzer met with Brian Grube from Newport State Park to
 31 discuss "Dark Sky Initiatives", and he forwarded her a copy of a related ordinance from Flagstaff, AZ. (A
 32 copy of that document was included in the digital meeting packets.) Schmelzer stated that it is her
 33 understanding that Bell is very knowledgeable about lighting requirements, and asked if he would be
 34 willing to review the sample ordinance and recommend any applicable revisions. He agreed to do that,
 35 and as soon as he has provided his comments and recommendations for revisions to Schmelzer she will
 36 see that a related referral is again made to the Plan Commission.

37
 38 **(f) Request for Proposal; Multi-Family; Northwoods & Ava Hope Court:**

39 The Village's Housing Committee has recommended that the Plan Commission consider the possibility of
 40 recommending that an RFP be issued for developers who are willing to create affordable multi-family
 41 housing units on the Village-owned lots that are adjacent to Northwoods Drive and Ava Hope Court. The
 42 recommendations have also been made that as an incentive to encourage development the previously
 43 mentioned lots be gifted to a developer, and that increased density be allowed, but that the condition be
 44 imposed that any developers who submit a proposal must suggest a creative way to create a community
 45 park on a portion of the property. The Housing Committee has also recommended that Village officials
 46 require that deed restrictions be imposed that will require that all the homes within the previously
 47 mentioned development must remain affordable in perpetuity.

Schmelzer noted that an e-mail had been received from Vivian Nienow regarding the previously mentioned property, and proceeded to read that document aloud. (In her e-mail Ms. Nienow indicates that it is her understanding that the Village Board designated a portion of the previously mentioned property as parkland, and urges the Commission members to honor that decision.)

Bell explained that the previously mentioned property is comprised of four individual parcels, and one of those parcels contains a retention pond. He also stated that he believes it's very important that a park be created on one of the previously mentioned parcels as the Village Board committed to that action, but pointed out that it is his understanding that it could be very difficult for Village officials to ensure that any deed restrictions are monitored and/or enforced.

Lengthy discussion took place regarding this issue, and Schmelzer was asked to see that a draft of the previously mentioned RFP is prepared and included in the digital packets for the next meeting of the Commission. The Commission members stressed that they believe a statement must be included in the RFP which makes it perfectly clear that deed restrictions will be imposed and recorded in the Office of the Register of Deeds for Door County. (The deed restrictions will specifically state that any homes that are constructed on the Village's property must remain "affordable" in perpetuity.) They also indicated that they believe it should be made perfectly clear that no Occupancy Permits will be issued for any of the homes that are constructed on the previously mentioned property unless and until a "neighborhood park" has been formally approved and accepted by the Village Administrator.

Agenda Item No. 8. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee:

Agenda Item No. 9. Next Meeting:

The next regular monthly meeting of the Plan Commission will be conducted on Tuesday, April 22, 2025 at 5:30 P.M., and that meeting will be conducted in the Large Meeting Room at the Sister Bay-Liberty Grove Fire Station. At that meeting the following issues will be addressed:

- 1. Discussion regarding changing the zoning designation for a portion of "The Wiltse Property" to R-4 – Small Lot Residential, and scheduling of a related Public Hearing;*
- 2. Review of a draft ordinance that recreates Section 66.0314 of the Zoning Code – the R-4 - Small Lot Residential Regulations, and scheduling of a related Public Hearing.*
- 3. Discussion regarding potential amendments to the Zoning Code; more specifically,*
 - Amendment of the front setback regulations that appear throughout the Zoning Code in such fashion that the requirement is imposed that applicable measurements must be taken from the centerline of the roadway; and,*
 - Amendment of the parking regulations for units that contain multiple bedrooms;*
- 4. Review of the draft Development Agreement for the 10-unit hotel that will be constructed by Richard and Jeannie Hoffman on Parcel No. 181-00-08312844P, which is located off of Chalet Lane, and will contain a manager's quarters as well as a lobby and a laundry area on the lower level.*
- 5. Review of the draft of the Request For Proposals from developers who are interested in creating a multi-family housing development on the four Village owned parcels that are adjacent to Northwoods Drive and Ava Hope Court.*

The draft of the proposed lighting regulations that address "Dark Sky Initiatives" will be referred to the

Minutes for the March 18, 2025 regular monthly meeting of the Plan Commission

1 *Plan Commission as soon as Bell has provided that document to the employees in the Village*
2 *Administration Office.*

3
4 *The offer from representatives of Wisconsin Public Service Corp. to take actions that will ensure that all*
5 *the streetlights which are north and south of the Village on Highway 42 as well as Highway 57 satisfy "dark*
6 *sky initiatives" at no cost to the Village will be referred to the Parks, Property & Streets Committee in as*
7 *timely a fashion as possible.*

8
9 **Agenda Item No. 10. Adjournment:**

10 *At 7:04 P.M. a motion was made by Kane, seconded by Bell that the March 18, 2025 regular monthly*
11 *meeting of the Plan Commission be adjourned. Motion carried – All ayes.*

12
13 Respectfully submitted,

14 

15 Janal Suppanz,
16 Administrative Assistant

AGENDA ITEM 4

Comments, correspondence and concerns
from the public

AGENDA ITEM 5a

Development Agreement; 11 Unit Hotel with
Manager's Unit; Chalet Lane; Hoffman Family's
Investment Properties LLC



STAFF REPORT – HOFFMAN

Date: April 22, 2025

Board/Committee: Plan Commission

Re: Hoffman Development on Chalet Lane

Author: Julie A. Schmelzer, Village Administrator

This was reviewed at the last meeting. The conversation and action were as follows:

In 2022 Richard and Jeannie Hoffman received the required approvals to construct an 11-unit hotel on Parcel No. 181-00-08312844P, which is located off Chalet Lane, a private road, and is located in the B-1 Zoning District. A Development Agreement was required, but Mr. and Mrs. Hoffman never applied for a Zoning Permit, and the Development Agreement eventually expired. Mr. and Mrs. Hoffman recently informed Schmelzer that they still would like to construct the previously mentioned building but want to amend the floor plans in such fashion that one of the units will be converted into a Manager's Quarters. That unit will be adjacent to the lobby and the laundry area on the lower level of the building. Schmelzer noted that when the previously mentioned approvals were originally granted there was some controversy over the fact that Chalet Lane was a private road. The Zoning Code now allows a two-way private road to be 22' wide as long as there is an 18' wide strip of asphalt on the surface. The affected portion of Chalet Lane is 22' wide, but Mr. and Mrs. Hoffman will have to add a layer of asphalt that is 18' wide from the intersection with S. Bay Shore Drive to the access point for their development. The Code also requires a fog line, and Mr. and Mrs. Hoffman are aware of that fact. Revised floor plans as well as a site plan, a landscaping plan, a grading plan, a lighting plan and related elevation drawings were included in the digital meeting packets, and the Commission members jointly reviewed all of that documentation.

Discussion took place regarding this issue, and it was eventually the consensus that if the required approvals are granted for Mr. and Mrs. Hoffman's project the related Development Agreement must contain all of the following conditions:

- *All trees exceeding six inches in diameter that are removed from the site of the building footprint, or necessary for removal during construction, must be replaced elsewhere on the site with trees at least three feet in height;*
- *No parking will be allowed along Chalet Lane at any time;*
- *The height of the parking lot pole and the lumens of any exterior lighting that will be utilized on Mr. and Mrs. Hoffman's property must satisfy the lighting specifications that were required for the Eagle Mechanical and/or The Door County Medical Center Projects;*
- *Mr. and Mrs. Hoffman must see that an 18' wide strip of asphalt is added to the surface of Chalet Lane. That strip of asphalt must run from the intersection of Chalet Lane with S. Bay Shore Drive to the access point/driveway for their development, and they must also see that a fog line is added to that portion of Chalet Lane.*

Motion by Bell, second by Kane that the Plan Commission grants approval for Richard and Jeannie Hoffman to construct the 10-unit hotel with a manager's quarters as well as a lobby and a laundry area on the lower level of the building to be constructed on Parcel No. 181-00-08312844P as presented, on the condition that all of the previously mentioned conditions must be included in the related Development Agreement. The draft of that Development Agreement will be reviewed at the next regular meeting of the Plan Commission. Motion carried.

The Commission members agreed that whenever they consider further Zoning Code amendments the parking requirements for units that contain multiple bedrooms will be addressed as there is potential for people who rent those units to travel to their destinations in more than one vehicle.

Staff was directed to draft a Development Agreement for consideration, which is attached, along with the plans reviewed.

**DEVELOPMENT AGREEMENT
FOR VILLAGE OF SISTER BAY PARCEL NO. 181-00-06312844P
11 Unit Hotel to be located along Chalet Lane
(Property Owner: Hoffman Family's Investment Properties, LLC)**

THIS AGREEMENT made this 20th day of May, 2025, between Hoffman Family's Investment Properties, LLC ("the Developer") and the Village of Sister Bay in the County of Door and the State of Wisconsin ("the Village").

WHEREAS, the Developer is the owner of Village of Sister Bay Parcel Nos. 181-00-06312844P, located along Chalet Lane ("the Property"); and,

WHEREAS, the Developer plans to build an 11-unit hotel with a manager's unit on the site ("the Development"); and,

WHEREAS, the Property is presently zoned B-1 (General Business), and the previously mentioned Development is allowed in that District; and,

WHEREAS, this Agreement is required in order to implement the Village's Zoning Ordinance; and,

WHEREAS, the Developer agrees to develop the Property as herein described in accord with this Agreement, the conditions established by the Village Plan Commission and Village Board, the conditions of certain agencies and individuals in the County, all Village Ordinances, and all laws and regulations governing said Development; and,

WHEREAS, the parties mutually desire to establish fair and reasonable terms, conditions and requirements established by the Village for development/change of use of the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT**SECTION 1. VILLAGE APPROVALS:**

1. The Developer agrees to construct an 11-unit hotel with a manager's unit, and make improvements to the site, as represented on the various attachments listed below as approved by the Plan Commission and the Village Board. If Village officials determine that the plans are not being complied with or determine that unpermitted modifications have been made to the building(s), after-the-fact permit fees will be imposed. If the modifications are not compliant with the provisions of the Zoning Code the Developer may be required to remove them. The Village acknowledges that the exact location of interior walls and room sizes may vary from the attached drawings, but changes that warrant additional parking will need Plan Commission approval. Further, if all improvements are not made by **May 20th, 2027**, this Development Agreement shall be void and minimum assessed value payments (the equivalent of the Village portion of real estate taxes based upon the value of the structure delineated on the Zoning/Building Permit which would be assessed had the project been completed), will be required.
 - a) The site, parking, and landscaping plans, and dumpster location, all plans of which were reviewed at the March 18, 2025, meeting of the Plan Commission; and all approved at the May 20, 2025, meeting of the Village Board.
 - b) The building elevation drawings, and floor plan, as approved at the March 18, 2025, meeting of the Plan Commission; and all approved at the May 20, 2025, meeting of the Village Board.
 - c) The lighting plan as reviewed by the Plan Commission on March 18, 2025, and revised at the April 22, 2025, meeting of the Plan Commission provided all light poles do not exceed 20' in height; no exterior light shall exceed 3000k.
 - d) Approved building materials and colors are per the plans reviewed and approved at the March 18, 2025, meeting of the Plan Commission and more specifically as follows:
 - i. Siding Type: Diamondkote "Smart Siding" – Color: "Terra Bronze" & Proline Stillwater Stone – Color: "Ledgestone"
 - ii. Balcony Material & Color(s): Pressure Treated Framing/Composite Decking & Railing
 - iii. Trim Material & Color(s): Diamondkote "Smart Siding" – Color: "Clay"
 - iv. Shingle Style & Color: Standard Asphalt Shingles
 - e) The private road, to the entrance to the hotel site, shall be an 18' wide asphalt road with white fog lines striped thereon.
 - f) 'No Parking' signs be erected along Chalet Lane, adjacent to the site, the width of the lot paralleling the road.
 - g) All trees exceeding six inches in diameter that are removed from the site of the building footprint, or necessary for removal during construction, must be replaced elsewhere on the site with trees at least three feet in height.
 - h) Prior to signing this Development Agreement, the Developer must submit a stormwater management plan approved by a Village approved engineer showing all surface water will be contained onsite and not result in adverse runoff going onto adjacent properties.
 - i) No approvals have been given for a sign. All signs must comply with Chapter 66 and require separate approvals.
 - j) The enclosure for the dumpster shall require a separate zoning permit.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer makes the following representations and warranties. The Village may rely upon those representations and warranties when entering into this and all other agreements with the Developer, and also may rely on them when granting approvals, permits and licenses for the Development:

1. The Developer represents a legally incorporated or organized company, duly organized and existing in good standing under the laws of the State of Wisconsin.
2. There are no lawsuits filed or pending, or to the knowledge of the Developer, threatened against the company that may in any way jeopardize or materially and adversely affect the ability to perform the obligations hereunder.
3. The Developer has, at this time, and will have so long as this Development Agreement continues in effect, project-financing commitments sufficient to provide available funds for the completion of the obligations under this Development Agreement.
4. The Developer represents that it will make an effort to seek bids from Door County contractors and building material suppliers to construct the improvements on the property and will appropriate bidding laws as governed by the State of Wisconsin.

SECTION 3. PROJECT PHASING:

1. The Developer acknowledges that the Zoning Permit is only valid for the period specified elsewhere in this Agreement (**May 20, 2027**).
2. The Developer acknowledges that the time period for a Building Permit is under the control of the Building Inspector.
3. The Developer acknowledges that the total Development will be completed by **May 20, 2027**.

SECTION 4. OCCUPANCY PERMITS:

It is expressly understood and agreed that no Occupancy Permits or Certificates of Compliance for the Development will be issued unless and until the Village has determined that:

- a) The terms of Sections 1, 2 and 3 of this Agreement have been satisfied. Notwithstanding the foregoing, the Village will grant and issue Occupancy Permits for the Development when completed.
- b) The Developer has paid all permit fees, impact fees, and connection fees in full and has reimbursed the Village for administrative costs as required and in effect at the time of this agreement.
- c) All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- d) The Developer is not in material default on any aspect of this Agreement.
- e) The site grading and construction of surface and storm water drainage facilities required to serve the development are completed, are connected with an operating system as required herein, are cleaned as needed, and have been accepted by the Village Board.
- f) As a condition for issuance of Occupancy Permits all aspects of the Development must be in compliance with any and all applicable Fire and Building Codes, as well as all applicable Codes and regulations, including "as-builts".

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- g) A Certificate of Compliance verifying compliance with this Development Agreement cannot be issued until the Developer has demonstrated compliance with this Agreement and the Zoning Code.

SECTION 5. PRIVATE AND PUBLIC IMPROVEMENTS:

It is the intent that the Developer will construct and dedicate to the Village the specifically itemized public improvements listed below, if applicable. If the Village were to require any additional public improvements at a later date, the cost of such improvements would be reimbursed to the Developer for 100% percent of such costs incurred, either directly or from the proceeds of a TIF.

A. PUBLIC STREETS/ROADS:

The Developer hereby agrees that:

- Developer will be responsible for any damage to the public streets/roads utilized during site preparation and construction of the development. The Developer may choose to walk the affected streets or roads with the Village's Parks and Streets Director and videotape the street/road condition(s) to avoid dispute and potential litigation regarding the required street/road repair(s). It is the responsibility of the Developer to organize such walk. The Village reserves the right to designate which streets or roads shall be avoided during the land disturbance phase and during development.

B. SURFACE AND STORM WATER DRAINAGE:

The Developer hereby agrees that:

- Prior to the start of construction of the Development, the Developer shall provide to the Village written certification from its Engineer that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and Village regulations, guidelines, specifications, laws and ordinances, and provide written proof that the Village's Engineer has reviewed and approved said plans. The cost of any review by the Village's Engineer shall be paid by the Developer.
- The Developer agrees that the site grading and construction of surface and storm water drainage facilities for the Property must be completed and accepted by the Village before Occupancy Permits and Certificates of Compliance are issued. The Village will not accept the surface and storm water drainage system until the entire system is installed in accord with the previously mentioned plans and specifications, and the system meets the satisfaction of the Village Administrator, Parks and Streets Director, and the Village's Engineer.
- The Village retains the right to require the Developer to install additional surface and storm water drainage measures if it is determined by the Village's Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable storm water drainage within the Development. Said additional measures shall be paid by the Developer.

C. GRADING, EROSION AND SILT CONTROL:

The Developer hereby agrees that:

- The Developer will cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be seeded and mulched, sodded or otherwise protected in such fashion that erosion, siltation, sedimentation and washing are prevented in accord with the plans and

Hoffman Family's Investment Properties, LLC Development Agreement

specifications reviewed and approved by the Parks and Streets Director, Village's Engineer, Wisconsin Department of Transportation, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers, if applicable.

D. LANDSCAPING AND SITE WORK:

The Developer hereby agrees that:

1. Developer will preserve to the maximum reasonable extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.
2. The Developer will be required to remove and lawfully dispose of building foundation materials, if applicable, destroyed trees, brush, tree trunks, shrubs and other natural growth as well as all rubbish. The Village will require the Developer's contractor, who is responsible for the debris, to clean up the same and recycle all material or dispose of it at a local recycling facility. Specific construction debris which shall be recycled will include, but not be limited to lumber, aluminum, pallets, shingles and cardboard. **The Developer will have sole responsibility for cleaning up debris that has blown from the building(s) under construction. The Developer and/or subject contractor shall clean up the debris within four (4) hours after receiving a notice from the Village. If the notification is received after normal business hours, the Developer shall have until 10:00 AM the next business day to remove the debris, or within twelve (12) hours if the notice is provided on a weekend or holiday.** If, after notification, the debris is not cleaned up in the specified time period, the Village will do so at the Developer's and/or subject contractor's expense.
3. Landscaping, construction of rain gardens, if applicable, and removal of unwanted items must be completed and certified as complete by the Village prior to the time that an Occupancy Permit or Certificate of Compliance are issued. Any plants, trees or other screening vegetation required by the Development Agreement must also be maintained and replaced while this Development Agreement is in effect. No approved landscaping shall be removed unless replaced with equivalent plantings. If, due to weather conditions or unforeseen circumstances it will be impossible for the Developer to install the required landscaping within the designated time period, the Developer must request an extension from the Village Administrator. If an extension is requested, the Developer shall provide a sufficient amount of funds to cover the related costs. (In order to determine the sufficient amount of funds that will be required, the developer may submit an estimate from their landscaping company, which the Village Administrator will review for reasonableness, or the Village Administrator may present the previously mentioned landscaping plan to a representative of a Door County landscaping firm and request a written estimate for the required work.) The Developer will be provided a copy of the estimate as soon as it is available, and the required funds – the cost of the estimate plus a 10% contingency, will be held in an escrow account to be maintained by the Village for the express purpose of seeing that the required landscaping is completed in as timely a fashion as possible. Failure to complete the landscaping within the extended timeframe established by the Village Administrator shall be deemed a default of this Agreement and result in enforcement proceedings.
4. The Village has the right to trim and remove any foliage which would interfere with the safe operation and maintenance of the Village rights-of-way, including easements and drainage ways.

E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL SIGNS:

The Developer hereby agrees that:

1. Business-related signage is not part of this approval and must be applied for separately. Further, any representation of business signage on the approved plans is representative only and is not approved as part of this Agreement.
2. All traffic control signs and street signs, as required by the Village, will be installed within three (3) working days of the placement of the first lift of asphalt, if applicable.

F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM:

The Developer hereby agrees that water main and sanitary sewer main system improvements shall be constructed in accord with the following specifications and are subject to approval by the Village's Engineer. In addition, prior to connecting to the Village sewer and water system, the Developer shall contact the Utilities Director, so the Village is aware of the pending connection schedule.

- a) The Village of Sister Bay Engineering Design Manual dated June 18, 2008, or as revised thereafter.
 - b) The Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, as amended January 1, 1992, or as revised thereafter.
 - c) The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
 - d) The State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications, or the most recent edition.
1. Prior to any further activity on the lot, the Developer shall enter into an agreement with the Village of Sister Bay Utilities Department and the Parks and Streets Department that pertains to the installation of off-site infrastructure (sewer, water, roadway) within the Village's right-of-way, if such infrastructure is necessary.
 2. A Sewer and Water Plan must be submitted to the Village's Utilities Department which shows where every water main and every sewer main as well as every service lateral is located, and that plan must also depict the designated water meter locations. The Developer must also provide calculations which depict WSFU's (Water Supply Fixture Units) and DFU's (Drainage Fixture Units) for each metered location in order to enable the Utilities Department personnel to determine the applicable Impact and hook-up fees. The Developer must also install and connect its sanitary and water connections to the Village's system in accord with the plans and specifications on file in the Village Administration Office.
 3. The Developer agrees to do all the public and private infrastructure construction in accord with the Village's various Codes, including but not limited to the Utility Code, the Land Division Code, and the Development Standards delineated on Exhibit B, which is attached to this document. Upon completion of all construction the Developer shall provide the Village with "as built" plans. The Developer agrees that all underground piping, regardless of type or location, shall be marked with locating wire according to accepted standards. The Developer agrees that all improvements within the public right-of-way or public easements will be inspected by Village Inspectors at the Developer's expense.

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4. The Developer understands that the Village cannot be held liable should any public infrastructure work be needed on-site to service the Property that could disrupt landscaping, parking, stairs, electrical, retaining walls or other improvements.

G. EXISTING INFRASTRUCTURE

The Developer is responsible for the replacement of any infrastructure that is removed or damaged. The extent of the required work will be determined by the Village Board.

H. ADDITIONAL IMPROVEMENTS:

The Developer hereby agrees that if, at any time after plan approval and during construction, the Village's Engineer reasonably determines that modifications to the plans, including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, or in order to comply with current laws or implementation of the original intent of the improvement plans, the Village is authorized to order the Developer, at Developer's expense, to implement the same within the development area on the Property. If the Developer fails to construct the additional improvements within a reasonable time under the circumstances, the Village may cause such work to be carried out and will charge the Developer for the related costs.

SECTION 6. SITE SPECIFIC REQUIREMENTS (ALL MAY NOT BE APPLICABLE TO THIS PROJECT):

1. The Developer shall maintain continuous access around the building(s) and to any fire hydrants as required by the current Zoning Code and as directed by the Fire Department and Water Utility, and the Developer shall dedicate an easement for the water main(s) to the Village upon completion and acceptance of all required work. The Developer shall confirm the designated location of the main(s) and hydrants with the Sister Bay Water and Sewer Utility and the Sister Bay Liberty Grove Fire Department before installing any of that equipment. These approvals shall be obtained before any building construction starts, and the hydrant(s) shall be accepted and placed in service before any above ground building framing begins.
2. The Developer agrees to bury all electric, telephone and cable television lines from existing wooden poles or underground service to the building(s).
3. The propane tank shall be buried or screened from view with shrubbery. The tank and line locations must also be registered with Door County officials.
4. Per the approved plans, a dumpster(s) will be necessary for the Development. In accord with the Zoning Code, all dumpsters shall be screened from view from the public and serviced by an asphalt driveway or parking area within the parking lot. The location is as approved by the Plan Commission on March 18, 2025. A separate Zoning Permit is required for the fence.
5. As per the requirements of §66.0710(b) of the Zoning Code the Village agrees that the general contractor working on the Development will be allowed a temporary construction sign on the Property equal to 24 square feet per side.

SECTION 7. ACCEPTANCE OF WORK AND DEDICATION:

When the Developer has completed the improvements herein required and has dedicated the same to the Village as set forth herein, the same shall be accepted by the Village Board if the improvements have been completed as required by this Agreement and as required by all federal, state, county or Village

guidelines, specifications, regulations, laws and ordinances and have been approved by the Village's Engineer.

SECTION 8. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER:

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements, if required by this Agreement, are upon the Developer. The fact that the Village or its Engineer, attorney, or its staff may approve a specific project shall not constitute a waiver or relieve the Developer from the ultimate responsibility for the design, performance and function of the Development and related infrastructure based on the conditions at the time of installation.

SECTION 9. SETBACK AGREEMENT: N.A.

SECTION 10. DEVELOPER'S GUARANTEES OF IMPROVEMENTS: N.A.

SECTION 11. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS: N.A.

SECTION 12. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF A CERTIFIED SURVEY MAP: N.A.

SECTION 13. CONSTRUCTION PERIOD FINANCIAL GUARANTEE: N.A.

SECTION 14. NOISE, BLASTING AND HOURS OF OPERATIONS:

1. During the construction period the Developer shall make every effort to minimize noise, dust and similar disturbances. The project construction or demolition may only occur between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and Saturdays, and 9:00 a.m. and 9:00 p.m. on Sundays. Grading, excavation, blasting, demolition, roadway construction or underground utility construction shall only occur between the hours of 8:00 a.m. and 9:00 p.m. on weekdays except in cases of urgent necessity in the interest of public health and safety, and all the provisions of Chapter SPS 307 of the Wisconsin Administrative Code shall be adhered to. If the Village Administrator determines that the public health and safety will not be impaired by these activities the Administrator may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work.

SECTION 15. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT:

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

- a) All representations and warranties of the Developer set forth in this Development Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct;
- b) All covenants and obligations of the Developer under this Development Agreement must be duly and substantially performed, observed, satisfied and paid, when and as required herein;
- c) There must be no event of default;

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- d) There must be no material adverse change in the financial condition of the Developer which might impair his ability to perform his obligations under this Development Agreement.

SECTION 16. DEFAULT/REMEDIES:

1. An event of default, hereafter referred to as "event of default", is any of the following:

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

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

- a) Immediately suspend its performance under this Development Agreement from the time any notice of an event of default is given until it receives assurances from the breaching party deemed adequate by the non-breaching party, that the breaching party will cure its default and continue its due and punctual performance under this Development Agreement;
- b) Commence legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the breaching party under this Development Agreement; or,
- c) Perform or have performed all necessary work in the event the non-breaching party determines that any event of default may pose an imminent threat to the public health or safety, without any requirement of any notice whatsoever.

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

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

5. Whenever any event of default occurs and a party incurs attorney's fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or

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observance of any obligation or agreement on the part of the other herein contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and other such expenses incurred by such prevailing party.

SECTION 17. PERMITTED DELAYS: N.A.

SECTION 18. ADDITIONAL PROVISIONS:

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

2. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses and permits from the Village in accord with its usual practices and procedures; including, without limitation, requiring the Developer to enter into a formal Development Agreement or similar document. Further, this Agreement will not limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the development as a condition of any such approval, license or permit.

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

Village of Sister Bay
Attn. Village Administrator
P.O. Box 769
2383 Maple Drive
Sister Bay, WI 54234

Hoffman Family's Investment Properties, LLC
Attn. Richard Hoffman
2741 St Hwy 42
Sister Bay, WI 54234

SECTION 19. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the Village in connection with the development or relative to the construction, installation, dedication and acceptance of the improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. If the Developer and/or his attorney contact the Village Attorney and additional legal fees are incurred by the Village, the Developer will be billed for any and all of those fees. Further, if the Developer and/or his representative(s) contact Village staff members after regular office hours (between 4:00 p.m. and 7:00 a.m. Monday through Thursday, or between 4:00 p.m. Friday and 7:00 a.m. Monday), an additional charge of \$100.00 per call will be assessed. Any such charges not paid by the Developer within thirty (30) days of being invoiced may be assessed against the Property as a special charge pursuant to §66.0627 of the Wisconsin Statutes.

SECTION 20. GENERAL INDEMNITY:

The Developer will indemnify and hold harmless the Village, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof

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(hereafter, for purposes of this paragraph, collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of the Developer under this Development Agreement, and the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control), under this Development Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Development Project and the Property.

☐ *Village to check if applicable:* All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Village and not of any governing body, member, officer, agent, servant or employee or the Village.

SECTION 21. INSURANCE:

The Developer, his contractors, suppliers and any other individual working on the subject lands shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the Village. (Please refer to the *Liability Insurance Specifications for Construction Projects Schedule*, which is attached to this Development Agreement.)

Nothing contained within this Agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained with Wisconsin law, including but not limited to, those contained within Wisconsin Statutes Section 893.80, Section 895.52 and Section 345.05. To the extent that indemnification is available and enforceable, neither the municipality nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

If this is a private development no bonding requirements shall apply.

SECTION 22. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the Village President and/or the Village Clerk will enter into and are signatory to this Agreement solely in their official capacity and not individually, and neither of them shall have any personal liability or responsibility hereunder. Any personal liability as may otherwise exist for the Village President and/or the Village Clerk with respect to the Development is hereby expressly released and/or waived.

SECTION 23. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION 24. ZONING:

Hoffman Family's Investment Properties, LLC Development Agreement

1 The Village does not guarantee or warrant that the subject lands of this Agreement will not at some later
2 date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district.
3 It is further understood that any rezoning that may take place shall not void this Agreement.
4

SECTION 25. COMPLIANCE WITH CODES AND STATUTES:

5
6 The Developer shall comply with all current and future applicable Codes of the Village, County, State and
7 federal government and, further, Developer shall follow all current and future lawful orders of all duly
8 authorized employees and/or representatives of the Village, County, State or Federal Government.
9

SECTION 26. AGREEMENT FOR THE BENEFIT OF PURCHASERS: N.A.

10
11 .

SECTION 27. ASSIGNMENT:

12
13 The Developer shall not transfer, sell, or assign the Property or assign this Development Agreement or its
14 obligation hereunder without the express prior written consent of the Village until the Developer has fully
15 complied with its obligations under this Development Agreement. Any such consent requested of the
16 Village prior thereto may be withheld, conditioned or delayed for any reasonable reason. If assignment
17 does occur, the assignee must agree to all terms and conditions of this document in writing.
18

SECTION 28. PARTIES BOUND:

19
20 This Development Agreement shall be binding upon the parties hereto and their respective
21 representatives, successors and assigns, and any and all future owners of the Property or any portion
22 thereof, and their respective heirs, representatives, successors and assigns.
23

SECTION 29. AMENDMENTS:

24
25 The Village and the Developer, by mutual consent, may amend this Development Agreement at any
26 meeting of the Village Board. The Village Board shall not, however, consent to an amendment until after
27 first having received a recommendation that the amendment shall be made from the Village's Plan
28 Commission. If the Developer requests an amendment and the Village incurs related legal fees the
29 Developer shall be billed for those fees and said fees paid within thirty (30) days of the invoice. There
30 shall be a non-refundable courtesy review fee charged to the Developer for the Plan Commission to
31 consider the amendment.
32

SECTION 30. DURATION:

33
34 The Developer acknowledges that the requirements regarding the operation and maintenance of the
35 Development as fully described above shall continue and not expire unless the Property ceases to be used
36 for its intended purpose for a period of twelve (12) months; future use may require review by the Plan
37 Commission. The Developer acknowledges that the Village may from time to time establish new zoning,
38 utility, storm water and other requirements or standards that apply to similarly situated properties which,
39 if applicable, shall apply to this Development. The Developer may petition the Village Board to cancel or
40 eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the
41 Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The
42 costs of the public hearing shall be the responsibility of the Developer. The Board may cancel the
43 Agreement if it determines that there is no further value or need for the Developer to comply with its
44 requirements.
45

46 *[Signature page to follow]*
47

Hoffman Family's Investment Properties, LLC Development Agreement

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

DEVELOPER

Hoffman Family's Investment Properties, LLC

By:

 8 _____
 9 Richard Hoffman, Agent
10 **STATE OF WISCONSIN**)

11) ss:

12 **COUNTY OF** _____)

13
 14 Personally came before me this _____ day of _____, 20____, the above named RICHARD
 15 HOFFMAN, on behalf of Hoffman Family's Investment Properties, LLC, to me known to be the person who
 16 executed the foregoing instrument and acknowledged the same.

18 _____
19 Notary Public, State of WI

20 My commission expires: _____

VILLAGE OF SISTER BAY

By:

26 _____
27 Nate Bell

28 Village President

30 _____
31 Heidi Teich

32 Village Clerk

33 **STATE OF WISCONSIN**)

34) ss:

35 **COUNTY OF DOOR**)

36 Personally came before me this _____ day of _____, 20____, the above named Nate Bell, Village
 37 President, of the above-named municipal corporation, to me known to be the person who executed the
 38 foregoing instrument and to me known to be the Village President of said municipal corporation, who
 39 acknowledged that they executed the foregoing instrument as such officer as the deed of said municipal
 40 corporation by its authority and pursuant to the authorization by the Village Board from their meeting on
 41 the ____ day of _____, 20____.

42 _____
43 Notary Public, State of WI

44 My commission expires: _____

45 Approved As To Form:

46 _____
47 Village Attorney**EXHIBIT A**

Hoffman Family's Investment Properties, LLC Development Agreement

PROPERTY DESCRIPTION

Village of Sister Bay Tax Parcel No. 181-00-06312844P
 Property Address: Chalet Lane

Legal Description:

Parcel I: Lot Two (2) of Certified Survey Map No. 2986 recorded in Vol. 18 Certified Survey Maps, Page 138 as Doc. No. 793024 being a survey partly in the Southeast Quarter of the Southeast Quarter (SE 1/4 of the SE 1/4) of Section Six (6) and partly in the Northeast Quarter of the Northeast Quarter (NE 1/4 of the NE 1/4) of Section Seven (7), all in Township Thirty-one (31) North, Range Twenty-eight (28) East, in the Village of Sister Bay, Door County, Wisconsin.

Parcel IA: A non-exclusive easement for ingress and egress described as: A 22-foot-wide easement for ingress, egress and utilities as depicted on Certified Survey Map No. 2986 recorded in Vol. 18 Certified Survey Maps, Page 138 as Doc. No. 793024.

Parcel II: Lot One (1) of Certified Survey Map No. 2986 recorded in Vol. 18 Certified Survey Maps, Page 138 as Doc. No. 793024 being a survey partly in the Southeast Quarter of the Southeast Quarter (SE 1/4 of the SE 1/4) of Section Six (6) and partly in the Northeast Quarter of the Northeast Quarter (NE 1/4 of the NE 1/4) of Section Seven (7), all in Township Thirty-one (31) North, Range Twenty-eight (28) East, in the Village of Sister Bay, Door County, Wisconsin.

Parcel IIA: A non-exclusive easement for ingress and egress over a 22.00-foot-wide driveway extending from the Southeasterly corner of the above parcel in a Southerly direction to State Trunk Highway 42 as set forth in Vol. 137 Records, Page 290 as Doc. No. 311292 and set forth on Certified Survey Map No. 2986 recorded in Vol. 18 Certified Survey Maps, Page 138 as Doc. No. 793024.

EXHIBIT B**VILLAGE OF SISTER BAY DEVELOPMENT STANDARDS****1. INTRODUCTION**

The detailed standards for the design and construction of all improvements required in this exhibit shall conform to the Village of Sister Bay Engineering Design Manual, adopted by the Board of Trustees and all future amendments thereof.

The Developer is responsible for seeing that the following requirements, improvements, and/or plans are prepared and must also satisfy the following conditions:

2. DEVELOPMENT GRADING AND DRAINAGE

- a) Required Improvements: Design, install, and provide grading of land as necessary to establish lot pads for future buildings, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.
- b) Plans and Specifications:
 1. A Grading and Drainage Plan shall be prepared showing 2' contours for both existing and proposed condition and proposed finished yard grades.
 2. A System Plan showing all tributary areas to the proposed drainage and downstream analysis. Included on the System Plan shall be all proposed and existing drainage structures.
 3. A Building Grade Plan showing only minimum setback, offset dimensions, and proposed building grades.
 4. A Storm Water Management Plan which meets current Village storm water requirements along with the DNR Chapter 151 storm water requirements.
 5. An As-Built Grading Plan which certifies that all grading was performed in accord with the approved Grading and Drainage Plans. All grades shall be with +.3' of proposed grade. Certification shall be performed after topsoil installation. The plan shall be prepared by a consulting engineer, selected by and reimbursed by the Developer.
- c) Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned street areas and drainage swales.
- d) Establish permanent vegetative cover on all exposed soil by applying topsoil, seeding, and mulching to prevent erosion. A permanent lawn shall be established for each building within one year after the issuance of the Occupancy Permit.
- e) The Developer, at his expense, shall provide detailed soil analysis and compaction results prepared by a competent Soils Engineer for all areas requiring fill. The results shall be submitted to the Village Engineer as soon as they are available.
- f) The Developer is responsible for restoring all damage to finish grades and vegetative cover caused, but not restored by, utility companies.

Hoffman Family's Investment Properties, LLC Development Agreement

g) If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace it with approved engineered fill.

h) After site grading is completed, the Developer shall place 3" of topsoil on all exposed soil and seed, fertilize, and mulch it.

3. STORM DRAINAGE SYSTEM

a) Required Improvements: Design, install, and provide a complete storm drainage system, including culverts, curb and gutter, storm sewer and/or open ditches as required to adequately convey surface water from and through the development.

b) Plans and Specifications:

1. Storm Sewer Plans showing plan and profile views.

2. Storm sewer calculations in compliance with the Department of Natural Resources NR 151 requirements.

3. Storm Sewer System Plan updates.

c) Additional considerations will be required on all ditch slopes exceeding five percent. All areas within drainage easements shall have a minimum of a one percent slope. Ditch slopes with less than one percent will require storm sewer.

d) The permanent maintenance of the storm water detention facility shall be the responsibility of the Developer.

e) The permanent maintenance of all drainage swales shall be vested with the Developer.

4. EROSION AND RUN-OFF CONTROL

a) Required Improvements: Installation and construction of Best Management Practices in the proposed development that shall conform with the most current edition of the Wisconsin Department of Natural Resources publication, "Wisconsin Construction Site Best Management Practice Handbook."

b) Plans and Specifications: Control plan for land-disturbing activities showing existing contours at least 200' into adjacent parcels. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

c) Erosion Control: The Developer shall not commence land-disturbing activities until all erosion control measures are installed and approved by the Village. An Erosion Control Permit must be obtained, which requires the Developer to construct and maintain such measures in conformance with the Village's erosion control ordinance.

d) Vegetation: Both during and after construction, the surface of exposed bare soils shall be protected by mulches and perennial grasses. This does not apply to the immediate building site area as there could be people and equipment working in and around the perimeter of a new structure.

5. SANITARY SEWER

- a) Required Improvements: Design, install, and provide a complete sanitary sewer system designed to meet the ultimate needs of this development and all tributary areas, in accord with the Village's Sanitary Sewer System Plan with rules, regulations and procedures of the Village, and the State of Wisconsin Department of Natural Resources.
- b) Plans and Specifications:
 - 1. Sanitary Sewer Plans, specifications, design calculations, and copies of all easements.
 - 2. The Developer is to furnish as-built plans of the entire system on Mylar, including location and elevation of laterals to mains.
 - 3. Sanitary sewer system plan updates.
 - 4. All reports required by the State of Wisconsin.
 - 5. Separate sanitary sewer easements, where appropriate, shown on the plat.
- c) Installation of one sanitary sewer lateral from the sanitary sewer main to the property line for each proposed building.

6. WATER

- a) Required Improvements: Design, install, and provide a complete water distribution system designed to meet the ultimate needs of this development and all tributary areas, in accord with the Village's Water Main System Plan and the rules, regulations, and procedures of the Village and the State of Wisconsin Department of Natural Resources.
- b) Plans and Specifications:
 - 1. Water Main Plans, specifications, design calculations, and copies of all Easements.
 - 2. The Developer shall furnish as-built plans of the entire system on Mylar, including hydrant and valve locations, and the location and elevation of laterals to the lot lines.
 - 3. Separate water main easements for each parcel, where appropriate, recorded on the plat.
- c) Upon completion, furnish and provide to the Village a complete summary of the actual construction costs for water distribution, itemized in sufficient detail to satisfy the requirements of the Public Service Commission of the State of Wisconsin in establishing or revising a rate base.
- d) Installation of one water lateral from the water main to the property line, for each proposed building.
- e) Provide hydrant marker flags for each installed fire hydrant.

1 7. **STREETS (IF APPLICABLE)**

- 2 a) Required Improvements: A 22-foot paved asphalt pavement. The pavement section shall be
3 comprised of an 8" crushed stone base, pavement edge drains, 1½" asphalt binder course
4 and a 1½" layer of asphalt surface course.
- 5
- 6 b) Plans and Specifications:
- 7 1. Street plans, including plan and profile view, road cross-section and specifications.
- 8
- 9 2. Pavement design calculations.
- 10
- 11 3. Proposed established street grade drawing.
- 12
- 13 c) The initial binder course shall be installed prior to approval of the first Occupancy Permit,
14 and the final surface course shall be installed at such time as homes representing 90% of the
15 units are issued Occupancy Permits, or as directed by the Village. Surface course shall be laid
16 no later than one year after 90% occupancy.
- 17
- 18 d) Clean-up, repairs, and restoration of all pavement, sub grade, shoulder, or curb and gutter
19 defects shall be performed prior to the placement of the final asphalt surface course.
- 20
- 21 e) If directed by the Village Engineer, soil borings shall be taken within the roadway at sufficient
22 intervals to determine sub-base composition. If material is determined unsuitable for a stable
23 road base, the material shall be removed and replaced with material approved by the Village
24 Engineer.
- 25
- 26 f) The Developer shall repair all damage to Village streets caused by construction operations.
- 27
- 28 g) Developer shall arrange for installation of approved street signs.
- 29
- 30 h) Provide Class III barricades at all dead-end streets.
- 31

32 8. **MISCELLANEOUS**

33 The term "the Developer" as used in the context of these deed restrictions shall mean the
34 Developer, his heirs, personal representatives, successors and assigns.

35

36 The Developer:

- 37 a) Will be responsible for preserving existing trees, brush, or shrubs, not approved for removal.
38 If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
- 39
- 40 b) Shall acquire all required underground utility easements. All sanitary, drainage, and other
41 public utility easements must be shown on the Certified Survey Map or Plat for the property
42 which is the subject of this Development Agreement, if a new Certified Survey Map or Plat is
43 proposed. If required easements are omitted, or errors are detected on the Plat, the
44 Developer shall make all necessary modifications to the plat at his expense.
- 45
- 46 c) Must see that all electric, telephone and cable television service lines are installed
47 underground.
- 48

Hoffman Family's Investment Properties, LLC Development Agreement

- d) See that a copy of the approved Grading Plans referred to in the Development Agreement is on file at the office of the Village's Engineer.
- e) Must obtain all applicable permits from the Village and/or the State of Wisconsin before any type of improvements are installed on the public street right-of-way (walks, drives, sprinkler systems, etc.).
- f) Shall provide certification from a registered land surveyor or professional engineer that the final grade along all lot lines, in the invert of all drainage swales, building pads, and at other critical locations as determined by the Village Engineer, complies with the approved Grading Plan. Such certification shall be on a plan copy with the elevations as existing so indicated. All such elevations shall be within plus or minus 0.3 feet of the accepted grading plan elevations. If not in compliance, appropriate regrading shall be performed.
- g) Must see that a driveway approach which complies with the provisions of Chapter 66 of the Sister Bay Municipal Code is installed to service the parcel which is the subject of this Development Agreement prior to issuance of the Occupancy Permit. It shall be the responsibility of the Developer to ensure the approach has been completed prior to occupancy. A Driveway Permit from the Village is required for this construction.

9. SPECIFICATIONS

The improvements shall be constructed in accord with the following specifications.

- a) The most recent edition of the Village of Sister Bay Engineering Design Manual.
- b) Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, and as amended January 1, 1992.
- c) The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
- d) State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications.

10. SPECIAL PROVISIONS

The development process shall strictly conform to the conditions set forth in this Development Agreement. Request for final plat approval is subject to the Village Engineer's certification that all public improvements required to be installed are satisfactorily completed.

Approved by:

Utilities Director

Date

EXHIBIT C
VILLAGE OF SISTER BAY LIABILITY INSURANCE SPECIFICATIONS
FOR CONSTRUCTION PROJECTS

I. INSURANCE REQUIREMENTS FOR ARCHITECTS, CONSULTING ENGINEERS AND DESIGN/BUILD CONTRACTORS WORKING ON ANY AND ALL VILLAGE INFRASTRUCTURE:

A. Minimum Scope and Limits

1. Architects, Consulting Engineers and Design/Build Contractors Errors & Omissions Liability Coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance shall be maintained for at least two years after completion of the project.
2. Commercial General Liability Coverage together with excess or umbrella liability with limits of no less than the following:
 - a) Each Occurrence Limit \$2,000,000
 - b) General aggregate limit (Other than Products – Completed Operations)
Per Project \$5,000,000
 - c) Products – Completed Operations Aggregate
Per Project \$5,000,000
 - d) Personal and Advertising Injury Limit Aggregate \$5,000,000
3. Automobile Liability together with excess or umbrella coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1 – Any Auto basis.
4. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
5. See requirements under Section II for Design/Build Contractors and Section IV for Architects, Consulting Engineers and Design/Build Contractors and General Contractors.

II. INSURANCE REQUIREMENTS FOR GENERAL CONTRACTORS AND DESIGN/BUILD CONTRACTORS – LIABILITY & PROPERTY

- A. Commercial General Liability Coverage together with excess or umbrella liability policies including coverage for Products Liability, Completed Operations, Contractual Liability and XCU coverage with the following minimum limits:**
1. Each Occurrence Limit \$2,000,000
 2. General Aggregate Limit (Other Than Products - Completed Operations)
Per Project \$5,000,000
 3. Products – Completed Operations Aggregate - Per Project \$5,000,000
 4. Personal and Advertising Injury \$5,000,000

Hoffman Family's Investment Properties, LLC Development Agreement

B. Automobile Liability Coverage together with excess or umbrella liability policies with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1 – Any Auto basis.

C. Workers' Compensation as required by the State of Wisconsin, and Employers Liability Insurance with sufficient limits to meet underlying excess or Umbrella Liability Insurance requirements.

D. Aircraft Liability and Watercraft Liability. If the project work includes the use of, or operation of, any aircraft or watercraft, then Aircraft, Helicopter and Watercraft Liability Insurance must be in force with a limit of \$2,000,000 per occurrence for bodily injury and property damage.

E. Pollution Liability. \$1,000,000 each occurrence/aggregate.

F. Property Coverage. (To be provided by Contractors & Design/Build Contractors)

1. The Contractor shall determine the amount of perils coverage and what policy form is necessary to complete the project, should a loss of any type occur, and that coverage must also meet the requirements of the Contractor's performance bonding company.

2. The covered property will include property in transit, property stored on the project work sites, and property stored off the project work sites.

3. The municipality, architect, engineer and subcontractors shall be added as loss payees to the policy.

G. Bond Requirements, if applicable.

1. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to Five Percent (5%) of the contract bid.

2. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of contract price, covering faithful performance of the contract and payment of obligations arising thereunder as stipulated in the bidding requirements or specifically required in the contract documents on the date of the contract's execution.

3. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with a *Best Insurance Reports* rating of no less than "A" and a Financial Size Category of no less than "Class V".

H. See requirements under Section IV.

III. INSURANCE REQUIREMENTS FOR SUB-CONTRACTORS

A. All sub-contractors shall be required to obtain at least Commercial General Liability, Automobile Liability, Workers' Compensation, and Employers' Liability Insurance. The insurance coverages shall be as broad as those noted for Contractor requirements contained in Section II above.

1 **IV. APPLICABLE TO ARCHITECTS, CONSULTING, ENGINEERS, GENERAL CONTRACTORS &**
2 **DESIGN/BUILD CONTRACTORS**
3

4 A. Acceptability of Insurers. Insurance shall be placed with insurers who have a *Best's Insurance*
5 *Reports* rating of no less than A and a Financial Size Category of no less than Class VI, and who are
6 authorized as an admitted insurance company in the State of Wisconsin.
7

8 B. Certificates of Insurance and Additional Insured Policy Endorsements acceptable to the
9 municipality shall be submitted prior to commencement of the work.
10
11

SCALE VERIFICATION
THE DRAWING SHALL BE TO SCALE
1" = 20'-0"

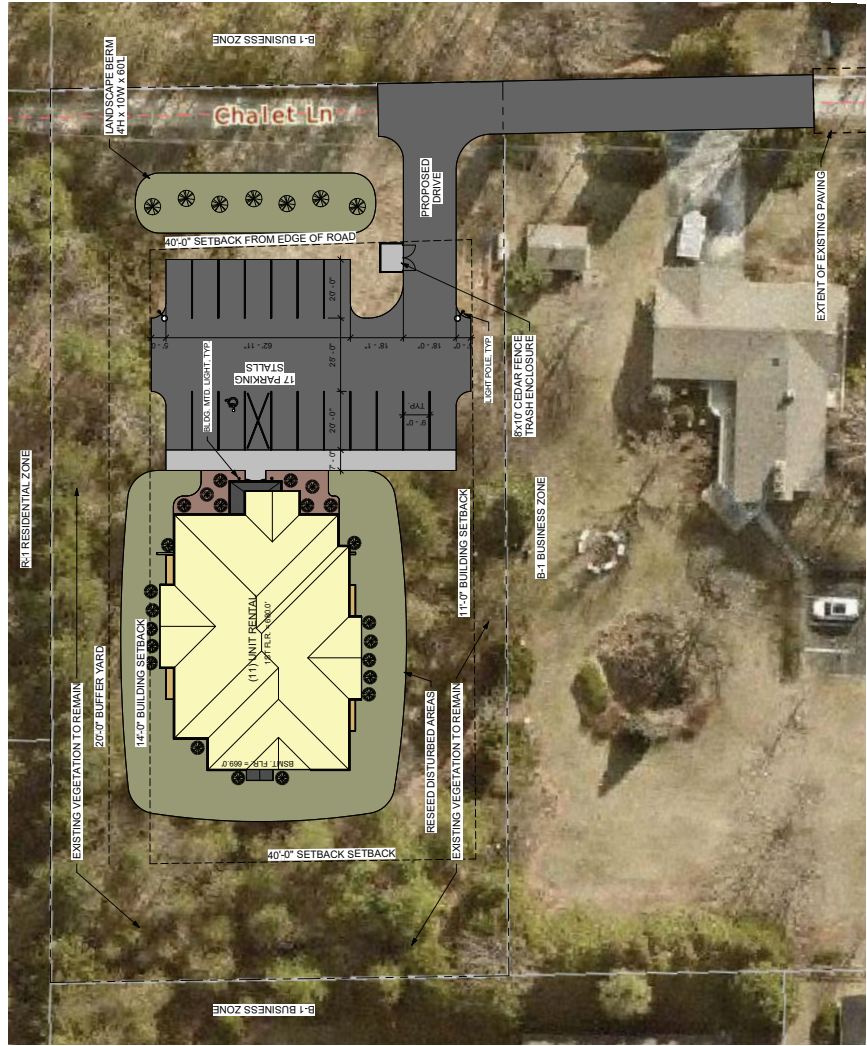
NOTES TO CONTRACTOR:
1. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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JOB NUMBER: 20-1512
PROJECT: PROPOSED BUILDING FOR:
EXECUTIVE: BRIAN PETERS
DRAWN BY: CMP
DATE: 04/21/2022
REVISIONS:

1/C1.0 SITE PLAN 1" = 20'-0"

ISSUED FOR: CHECKED DATE: BY:
☐ PRELIMINARY
☒ TWO SET
☐ DESIGN REVIEW
☐ CHECKSET
☐ CONSTRUCTION

36
SITE PLAN
C1.0



ZONING INFORMATION	
DISTRICT B-1	GREEN AREA CALC:
SETBACKS ARE FRONT 40'-0" FROM EDGE OF PAVEMENT	LOT AREA 47,775 SF
SIDES 10'-0"	PARKING AREA 8,201 SF
REAR 20'-0"	BUILDING AREA 11,745 SF
	BUILDING FOOTPRINT 5,229 SF
	SUBTOTAL 14,745 SF (31% OF LOT)
	GREEN SPACE 32,630 SF (69% OF LOT)
PARKING CALC (MOTEL/HOTEL)	
1 SPACE PER STAFF AT MAX SHIFT	
1 EMPLOYEE X 1 = 1 SPACE	
12 SPACES REQ'D	
17 SPACES PROVIDED	
FAR CALC	
100,000 SQ FT	
LOT AREA 47,775 SF	
FAR 43	



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DESIGN & BUILD GENERAL CONTRACTOR



PROPOSED BUILDING FOR:

20-1512

SISTER BAY, WISCONSIN; COUNTY OF: DOOR

SCALE VERIFICATION

THIS DRAWING IS TO BE USED FOR VERIFICATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THE DRAWING SHALL BE MADE BY THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

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JOB NUMBER: 20-1512

PROJECT EXECUTIVE: BRIAN PETERS

DRAWN BY: CMP

DATE: 04/21/2022

REVISIONS:

ISSUED FOR: CHECKED DATE:

BY:

- ☐ PRELIMINARY
- ☒ BID SET
- ☐ DESIGN REVIEW
- ☐ CHECKSET
- ☐ CONSTRUCTION

EXTERIOR VIEW

A2.2



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DESIGN & BUILD GENERAL CONTRACTOR



EXTERIOR FINISHES



1/A2.1 SOUTH ELEVATION 3/16" = 1'-0"



2/A2.1 WEST ELEVATION 3/16" = 1'-0"

PROPOSED BUILDING FOR:

20-1512

SISTER BAY, WISCONSIN; COUNTY OF: DOOR

SCALE VERIFICATION

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JOB NUMBER: 20-1512

PROJECT EXECUTIVE: BRIAN PETERS

DRAWN BY: CMP

DATE: 04/21/2022

REVISIONS:

ISSUED FOR: CHECKED DATE: BY:

- ☐ PRELIMINARY
- ☒ BID SET
- ☐ DESIGN REVIEW
- ☐ CHECKSET
- ☐ CONSTRUCTION

EXTERIOR ELEVATIONS

A2.1

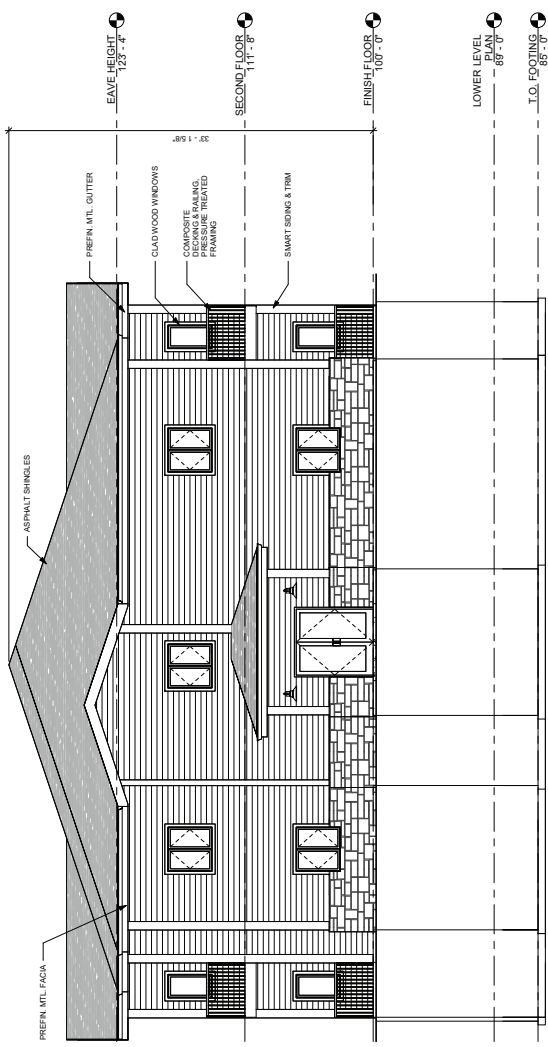
SCALE VERIFICATION
1" = 1'-0"

NOTES: 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.
3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
7. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.

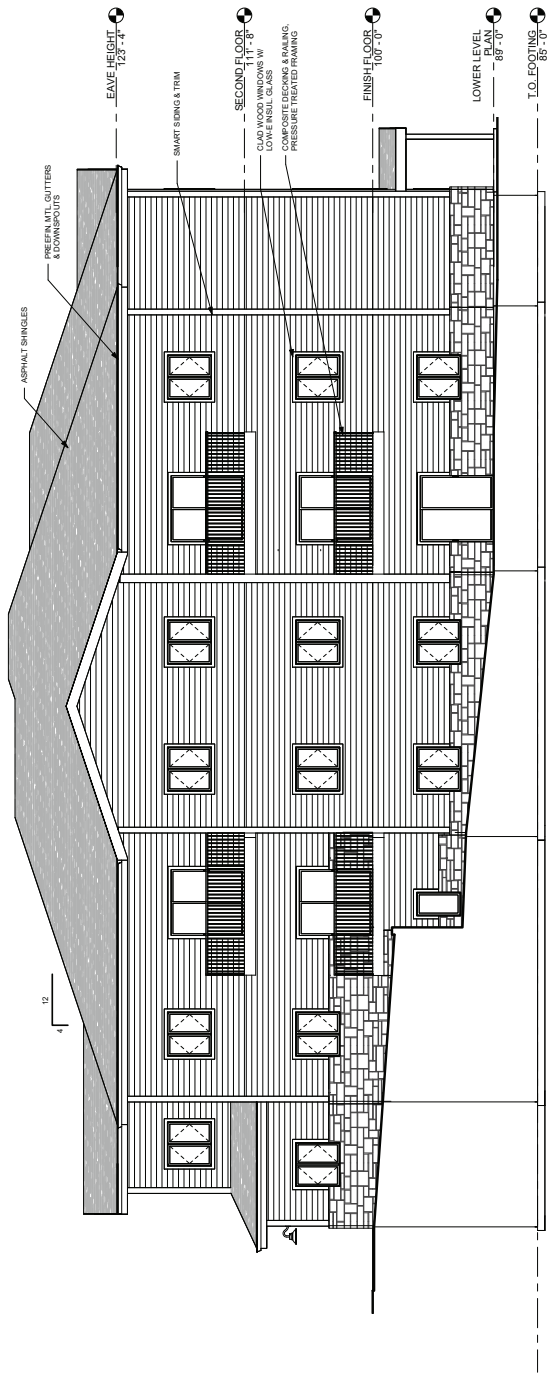
JOB NUMBER: 20-1512
PROJECT: SISTER BAY
EXECUTIVE: BRIAN PETERS
DRAWN BY: CMP
DATE: 04/21/2022
REVISIONS:

ISSUED FOR: CHECKED DATE: BY:
☐ PRELIMINARY
☒ 100 DET
☐ DESIGN REVIEW
☐ CHECKSET
☐ CONSTRUCTION
EXTERIOR ELEVATION: 3

A2.0



1 / A2.0 EAST ELEVATION 3/16" = 1'-0"



2 / A2.0 NORTH ELEVATION 3/16" = 1'-0"

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SISLER BAY, WISCONSIN; COUNTY OF: DOOR

PROPOSED BUILDING FOR:

20-1512

1" BAR MEASURES 1" ON ORIGINAL
ADJUST SCALE ACCORDINGLY

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GRANTED DOES NOT BE LIMITED TO THE OVERALL FORM AS WELL
AS THE ARRANGEMENT AND COMPOSITION OF SPACES AND
ELEMENTS OF THE DESIGN, UNDER SUCH PROTECTION.
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CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

PROJECT EXECUTIVE: BRIAN PETERS

RAWN BY: CMP

DATE: 04/21/2022

REVISIONS:

BY: _____

BID SET

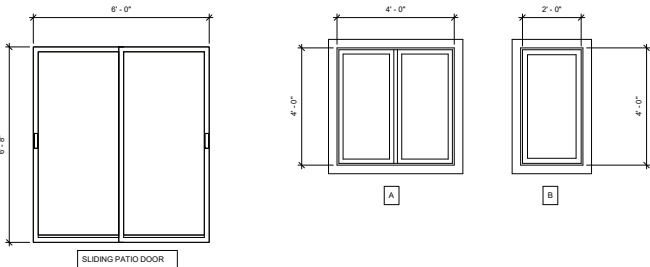
CHECKSET

AO.0

UNIT DOOR SCHEDULE									
Door				Frame Type		Hardware	Fire Rating	Comments	
Number	Width	Height	Type	Window					
0-1	3'-0"	7'-0"	G	N/A		1,6,7,15	3/4-HR		
0-2	6'-0"	7'-0"	H	N/A	SEE NOTES	1,6,7,15	N/A	EXTERIOR SLIDING HARDWARE	
0-2	3'-0"	7'-0"	H	N/A		1,7	N/A		
0-2	3'-0"	7'-0"	H	N/A		SEE NOTES	N/A	BIFOLD HARDWARE	
0-3	2'-8"	7'-0"	H	N/A		1,7	N/A		
0-4	3'-0"	7'-0"	H	N/A		1,7	N/A		
0-4	3'-0"	7'-0"	H	N/A	SEE NOTES	1,7	N/A	SLIDING HARDWARE	
0-5	3'-0"	7'-0"	H	G		1,7	N/A		

UNIT ROOM SCHEDULE												
Room		Floor Finish	Base Finish	Wall Finish					Sheetrock Height	Ceiling		Comments
Number	Name			North	West	East	South	West		Finish	Height	
01	LIVING / KITCHEN	F-1	B-6	W-1	W-1	W-1	W-1	W-1	CLNG	C-1	10' 0"	
02	BEDROOM	F-2	B-6	W-1	W-1	W-1	W-1	W-1	CLNG	C-1	9' 0"	
03	BATHROOM	F-4	B-4	W-1	W-1	W-1	W-1	W-1	CLNG	C-1	9' 0"	
04	BEDROOM	F-2	B-6	W-1	W-1	W-1	W-1	W-1	CLNG	C-1	9' 0"	
05	BATHROOM	F-4	B-4	W-1	W-1	W-1	W-1	W-1	CLNG	C-1	9' 0"	

NOTE: UNITS 102, 103, 104, & 105 TO BE UNFINISHED - INSTALL DRYWALL WITH LEVEL 2 FINISH ONLY.



DOOR/WINDOW LEGEND 1/2" = 1'-0"



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DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:

20-1512

SISTER BAY, WISCONSIN; COUNTY OF: DOOR

SCALE VERIFICATION

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ADJUST SCALE ACCORDINGLY.

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COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 20-1512

PROJECT
EXECUTIVE: BRIAN PETERS

DRAWN BY: CMP / AGS

DATE: 02/19/2025

REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

- ☒ PRELIMINARY
- ☐ BID SET
- ☐ DESIGN REVIEW
- ☐ CHECKSET
- ☐ CONSTRUCTION

LOWER LEVEL PLAN

A1.0



1 / A1.0 LOWER LEVEL PLAN 1/4" = 1'-0"





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DESIGN & BUILD GENERAL CONTRACTOR

SISTER BAY, WISCONSIN; COUNTY OF: DOOR

PROPOSED BUILDING FOR:

20-1512

SCALE VERIFICATION

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ADJUST SCALE ACCORDINGLY

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ELEMENTS OF THE DESIGN. UNDER SUCH PROTECTION
UNAUTHORIZED USE OF THESE PLANS, WORK OR BUILDING
REPRESENTED, CAN LEGALLY RESULT IN THE CESSATION OF
CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 20-1512

PROJECT
EXECUTIVE: BRIAN PETERS

DRAWN BY: CMP / AGS

DATE: 02/19/2025

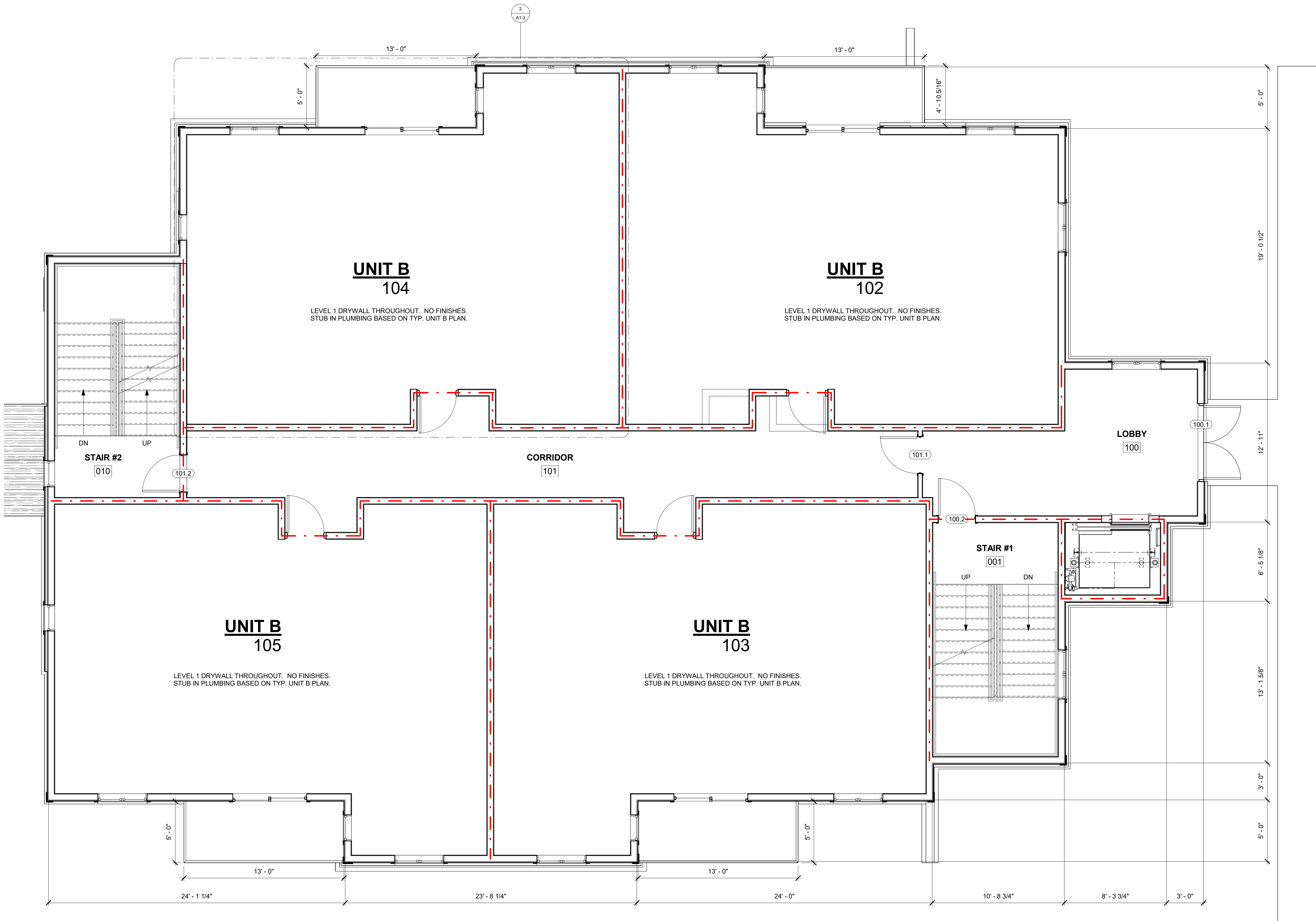
REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

- ☒ PRELIMINARY
- ☐ BID SET
- ☐ DESIGN REVIEW
- ☐ CHECKSET
- ☐ CONSTRUCTION

FIRST FLOOR PLAN

A1.1



1 /A1.1 FIRST FLOOR PLAN 1/4" = 1'-0"





BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:

20-1512

SISTER BAY, WISCONSIN; COUNTY OF: DOOR

SCALE VERIFICATION

THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY

NOTICE OF COPYRIGHT
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JOB NUMBER: 20-1512

PROJECT
EXECUTIVE: BRIAN PETERS

DRAWN BY: CMP / AGS

DATE: 02/19/2025

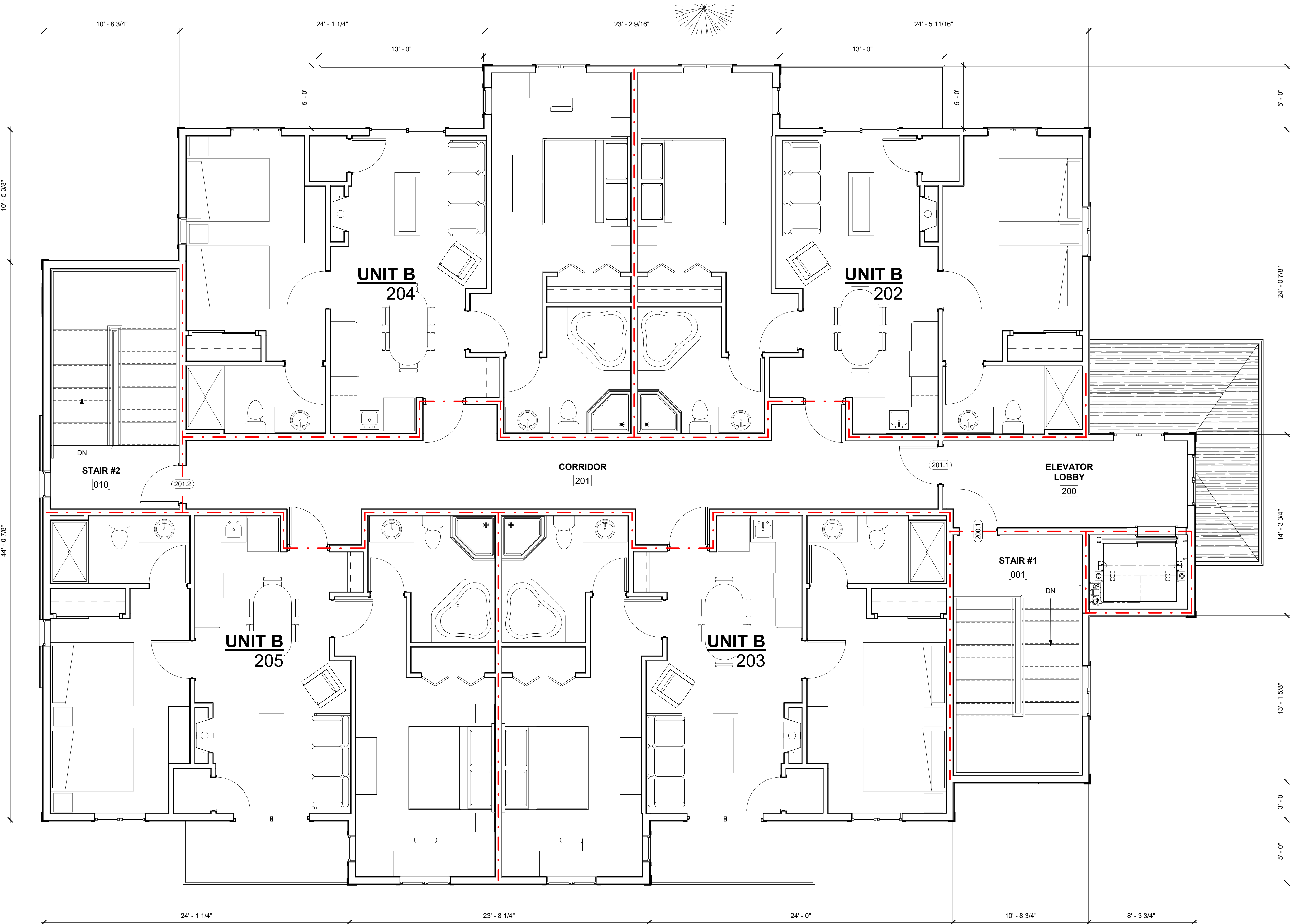
REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

- ☒ PRELIMINARY
- ☐ BID SET
- ☐ DESIGN REVIEW
- ☐ CHECKSET
- ☐ CONSTRUCTION

SECOND FLOOR PLAN

A1.2



1 /A1.2 SECOND FLOOR 1/4" = 1'-0"





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DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:

20-1512

SISTER BAY, WISCONSIN; COUNTY OF: DOOR

SCALE VERIFICATION

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COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 20-1512

PROJECT
EXECUTIVE: BRIAN PETERS

DRAWN BY: CMP / AGS

DATE: 02/19/2025

REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

- ☒ PRELIMINARY
- ☐ BID SET
- ☐ DESIGN REVIEW
- ☐ CHECKSET
- ☐ CONSTRUCTION

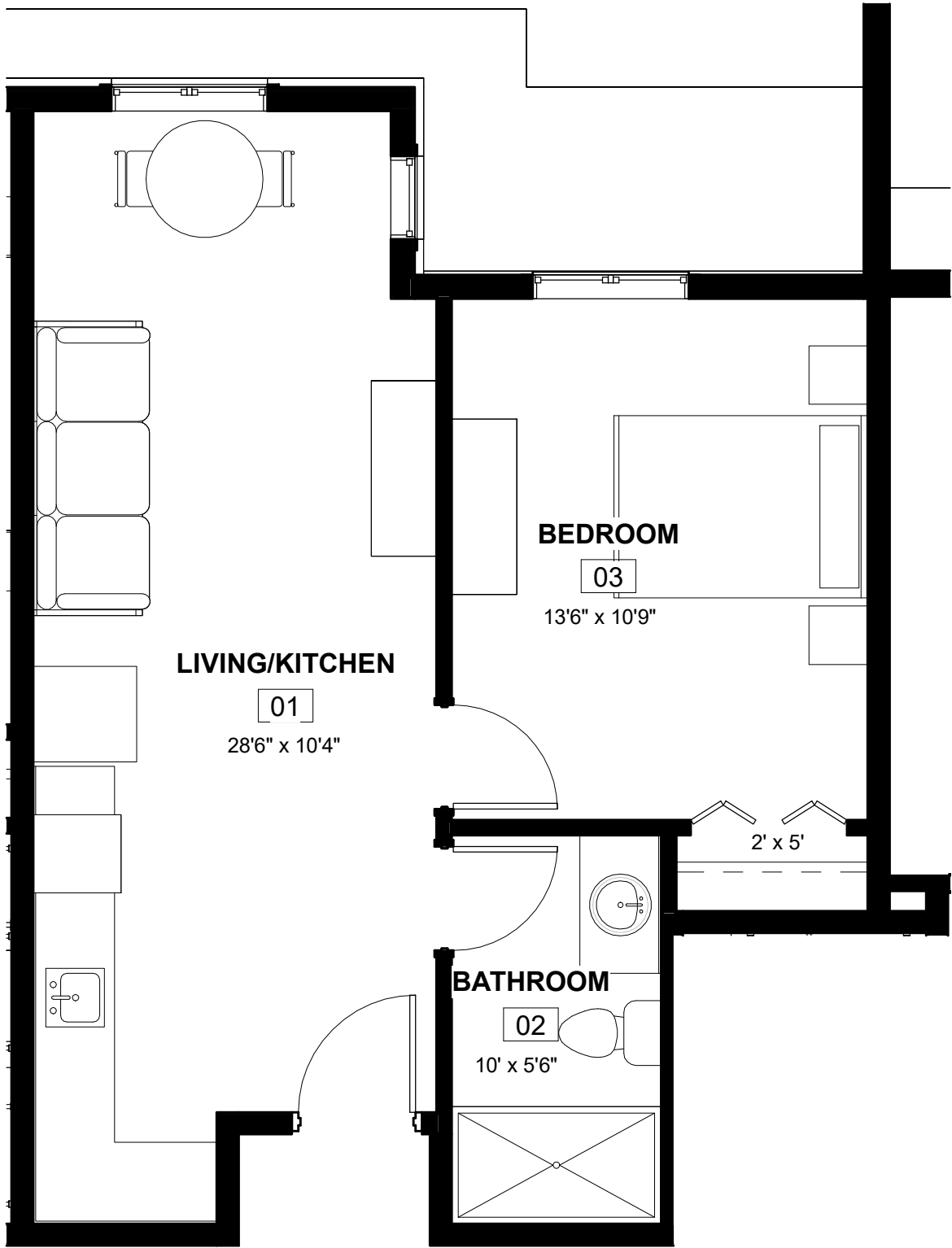
ENLARGED UNIT PLAN

A1.3



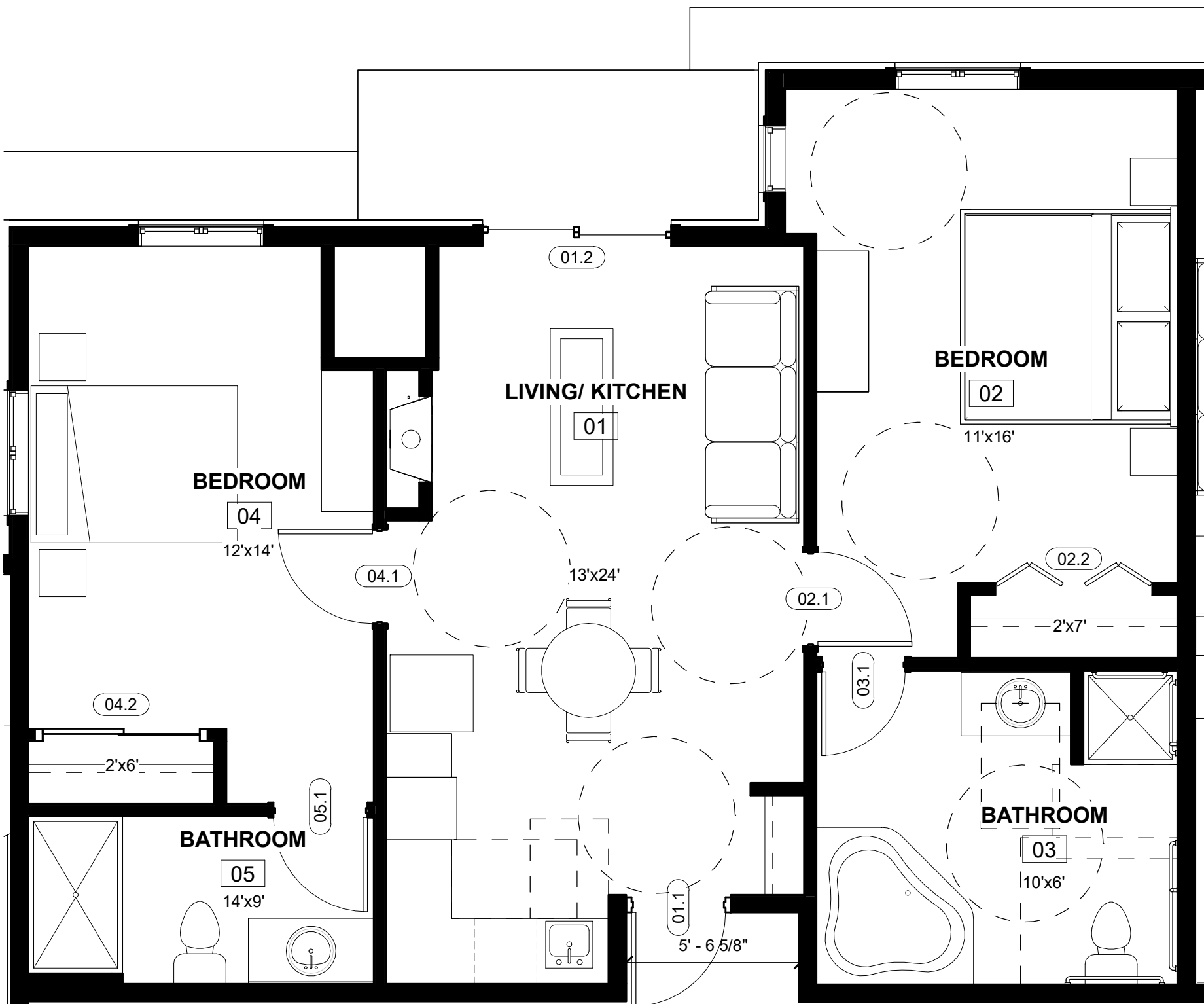
2 /A1.3 UNIT B 1/4" = 1'-0"

10 TOTAL UNITS



3 /A1.3 APARTMENT 1/4" = 1'-0"

1 TOTAL UNIT



1 /A1.3 UNIT A 1/4" = 1'-0"

1 TOTAL ACCESSIBLE UNIT



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DESIGN & BUILD GENERAL CONTRACTOR

LANDSCAPING CALCULATIONS

STREET TREES

1 TREE PER 35' R.O.W.
154' R.O.W / 35' = 5 TREES
WHITE DOGWOOD (CORNUS FLORIDA)

LANDSCAPE BERM

AREA: 1,618 SF
REQ'D PLANTING AREA(25%): 405 SF

PLANTING AREA OF COVERAGE:

11 MEDIUM SHRUB (38 SF) = 418 SF
7 AMERICAN ARBORVITAE (THUJA OCCIDENTALIS)
(64% EVERGREEN)
4 GOLDEN PRIVET LIGUSTRUM (LIGUSTRUM X VICARYI)
(36% DECIDUOUS)

INTERIOR LANDSCAPING

PARKING LOT AREA: 6,164 SF
REQ'D LANDSCAPE AREA (5%): 309 SF

REQ'D SHADE TREES: 1 TREE PER 300' PARKING LOT PERIMETER
328'-6" PERIMETER - 2 SHADE TREES
SUGAR MAPLE (ACER SACCHARUM)

PROPOSED BUILDING FOR:

20-1512

SISTER BAY, WISCONSIN; COUNTY OF: DOOR

SCALE VERIFICATION

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ADJUST SCALE ACCORDINGLY

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COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 20-1512

PROJECT
EXECUTIVE: BRIAN PETERS

DRAWN BY: CMP / AGS

DATE: 03/11/2025

REVISIONS:

ZONING INFORMATION

DISTRICT B-1
SETBACKS ARE FRONT 40'-0" FROM EDGE OF PAVEMENT
SIDES 10'-0"
REAR 20'-0"

PARKING CALCS (MOTEL/HOTEL):

1 SPACE PER UNIT: 12 UNITS X 1 = 12 SPACES
1 SPACE PER STAFF AT MAX. SHIFT:
1 EMPLOYEE X 1 = 1 SPACE
13 SPACES REQ'D
17 SPACES PROVIDED

FAR CALCS:

FLOOR AREA 20,200 SF
LOT AREA 47,375 SF
FAR .43

GREEN AREA CALCS:

LOT AREA 47,375 SF

PARKING AREA 8,201 SF
SIDEWALK AREA 815 SF
BUILDING FOOTPRINT 5,729 SF
SUBTOTAL 14,745 SF (31% OF LOT)

GREEN SPACE 32,630 SF (69% OF LOT)



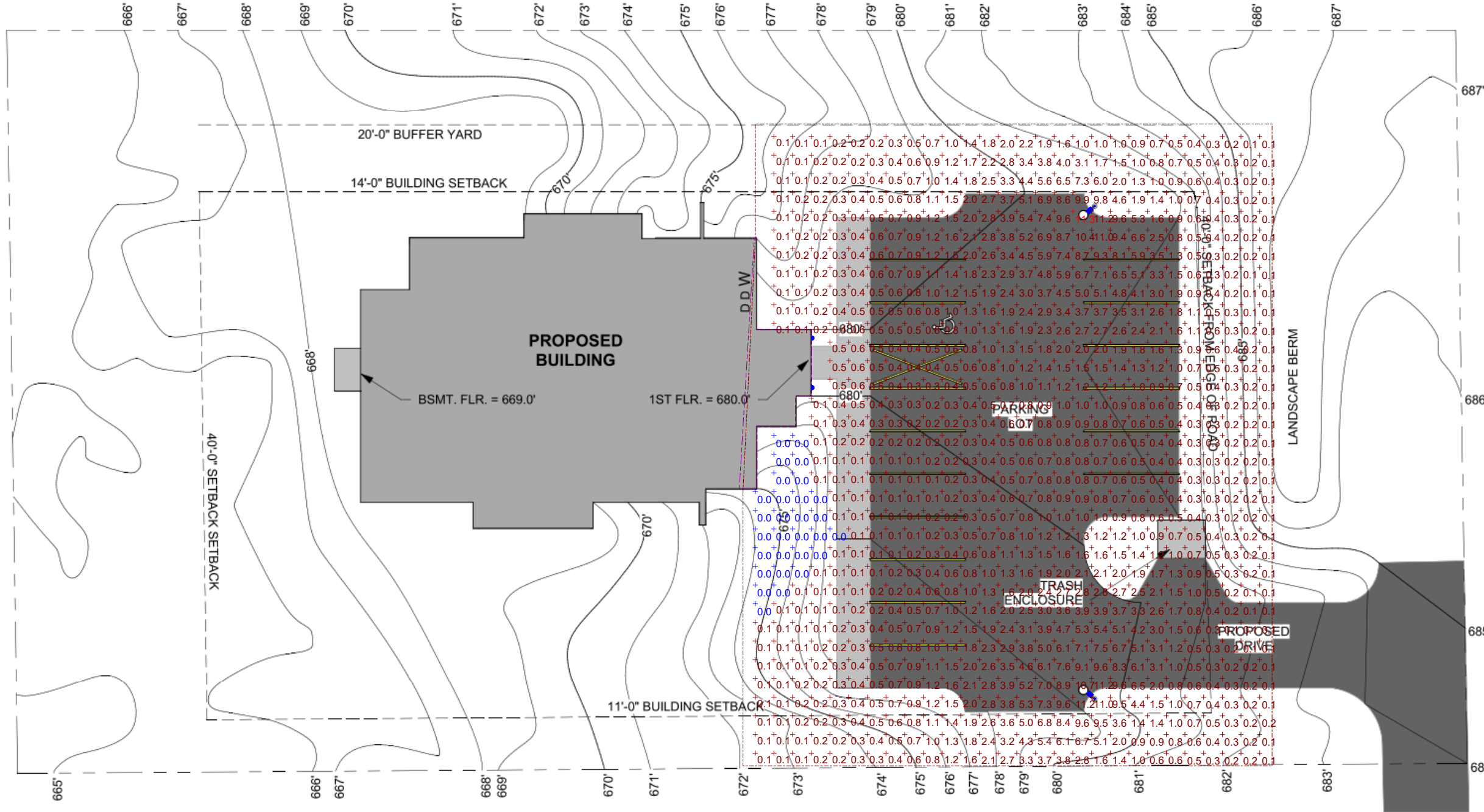
1 /C1.0 SITE & LANDSCAPE PLAN 1" = 20'-0"



C1.0

Schedule									
Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF
	A		2	RAB Lighting Inc.	A34T4S 80W @ 3000K	LED	1	11322	1
	B		2	Lithonia Lighting	OLCS 8 DDB	OUTDOOR CAST SCONCE W/DR3 FROSTED LENS; BROWN	1	470	1

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1.4 fc	11.3 fc	0.0 fc	N/A	N/A



1 / C1.1 GRADING PLAN 1" = 20'-0"



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DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:
20-1512
SISTER BAY, WISCONSIN; COUNTY OF: DOOR

SCALE VERIFICATION
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ADJUST SCALE ACCORDINGLY



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CONSTRUCTION OR FURTHER BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 20-1512

PROJECT EXECUTIVE: BRIAN PETERS

DRAWN BY: CMP / AGS

DATE: 03/06/2025

REVISIONS:

ISSUED FOR: CHECKED **DATE:**

BY:

☐ PRELIMINARY
☒ BID SET
☐ DESIGN REVIEW
☐ CHECKSET
☐ CONSTRUCTION

GRADING PLAN

C1.1

3/6/2025 9:55:57 AM



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PROPOSED BUILDING FOR:

20-1512

SISTER BAY, WISCONSIN; COUNTY OF: DOOR

SCALE VERIFICATION

THIS BAR REPRESENTS 1" ON GRAPH
EQUATES TO 20'-0" ON GROUND

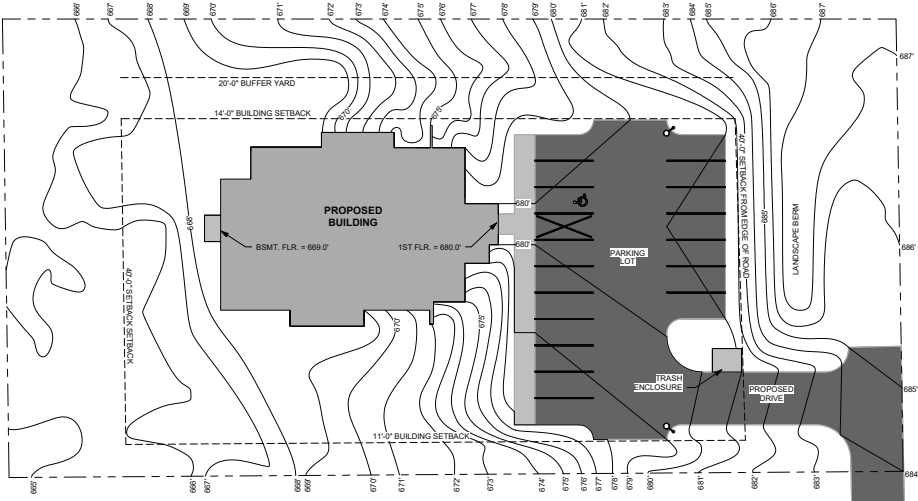
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COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 20-1512
PROJECT EXECUTIVE: BRIAN PETERS
DRAWN BY: CMP
DATE: 04/21/2022
REVISIONS:

ISSUED FOR: ☐ PRELIMINARY
☒ BID SET
☐ DESIGN REVIEW
☐ CHECKSET
☐ CONSTRUCTION
CHECKED BY:

GRADING PLAN

C1.1



1/C1.1 GRADING PLAN 1" = 20'-0"

AGENDA ITEM 5b

Change of Use & Architectural Review;
Waterfront Museum; 10697 N Bay Shore Dr;
Sister Bay Historical Society



STAFF REPORT – WATERFRONT MUSEUM

Date: April 22, 2025

Board/Committee: Plan Commission

Re: Reuse of Old Boathouse at Marina

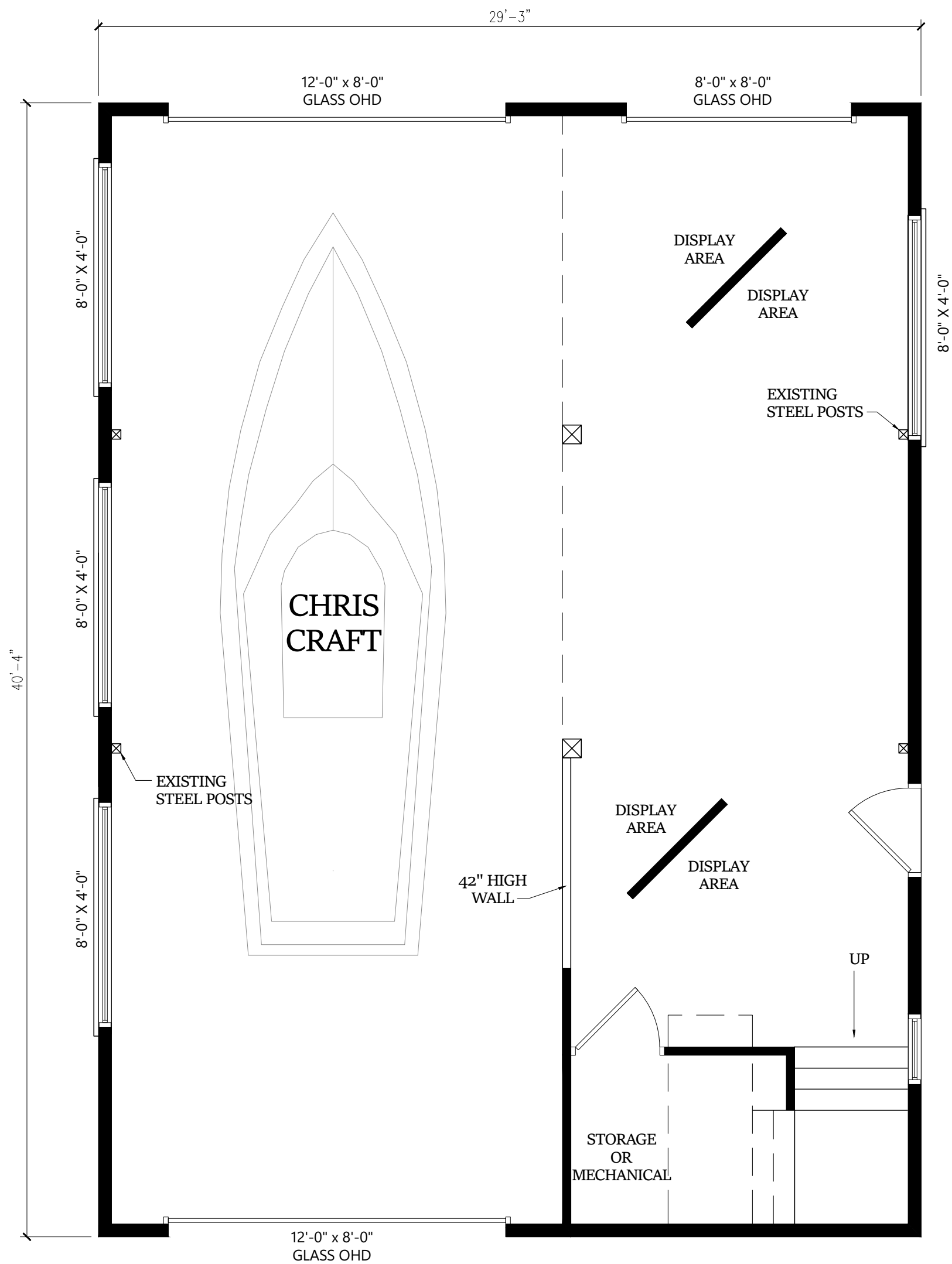
Author: Julie A. Schmelzer, Village Administrator

Since 2022 a citizen group interested in preserving Jack Bunda's boat and the Historical Society have been meeting with the Marina Committee to discuss converting the existing boathouse (with living quarters above) adjacent to the marina to a waterfront museum. The Marina Committee has now approved the lower level of the boathouse for use to display the boat, with exhibit space on the lower level and upper level of the structure. The Plan Commission must review the change of use and design of the museum, plans attached.

Normally a museum is not an allowed use in the Downtown Business (B-3) district, however, this use is considered accessory to the adjacent marina (a marina is a permitted use in the B-3 district).

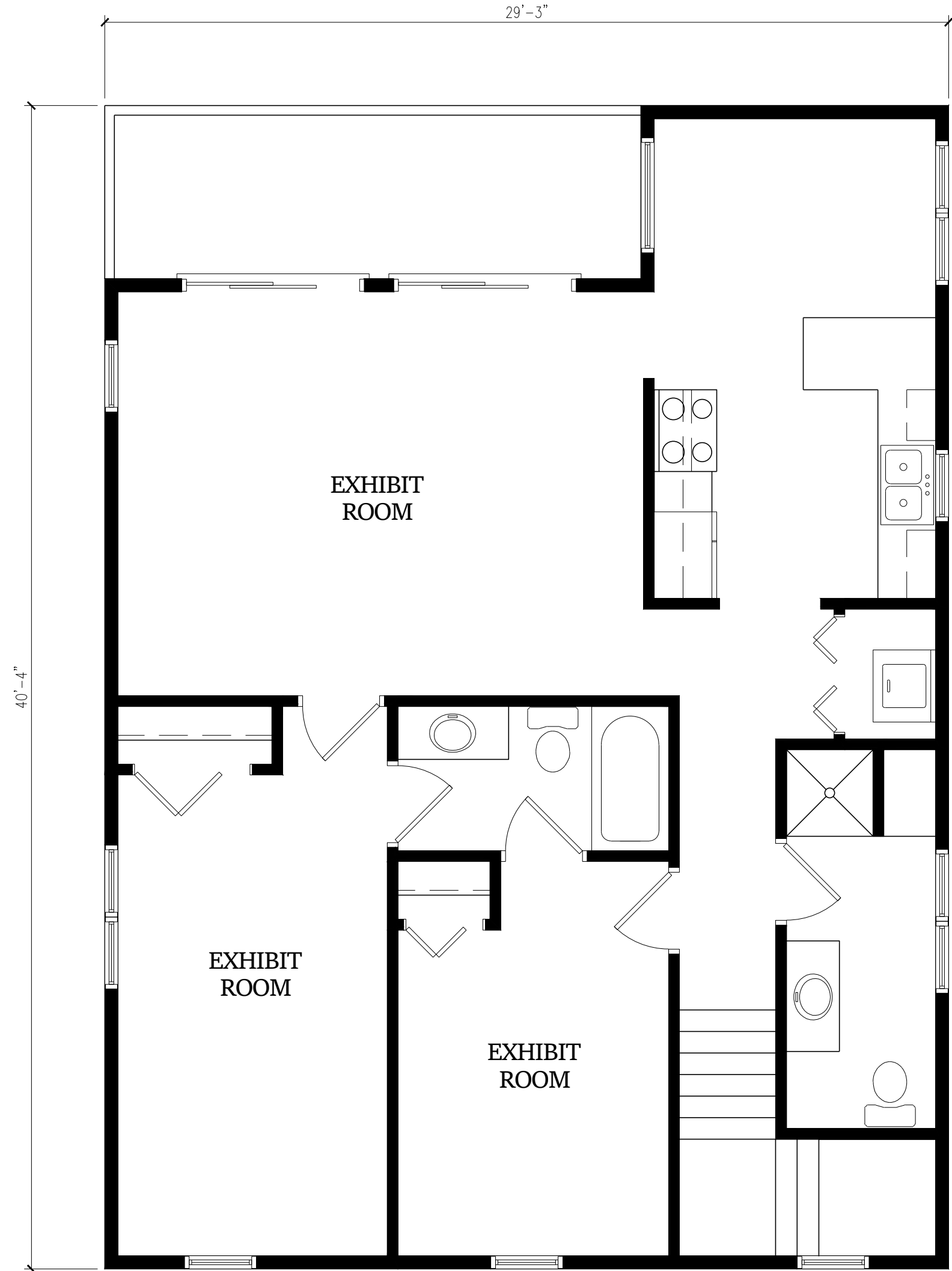
Parking is an issue in that there are only two stalls available onsite, which would accommodate the volunteer onsite at the museum, and provide an ADA stall. There is a sidewalk from the parking lot to the building. Staff views the museum as another waterfront attraction, like the marina vendors and Waterfront Park concessionaires, none of which must provide parking. It is assumed the museum will be a 'park/museum' attraction visited by those already in the downtown area.

A Development Agreement will be required, as will a contract, which is yet to be developed.



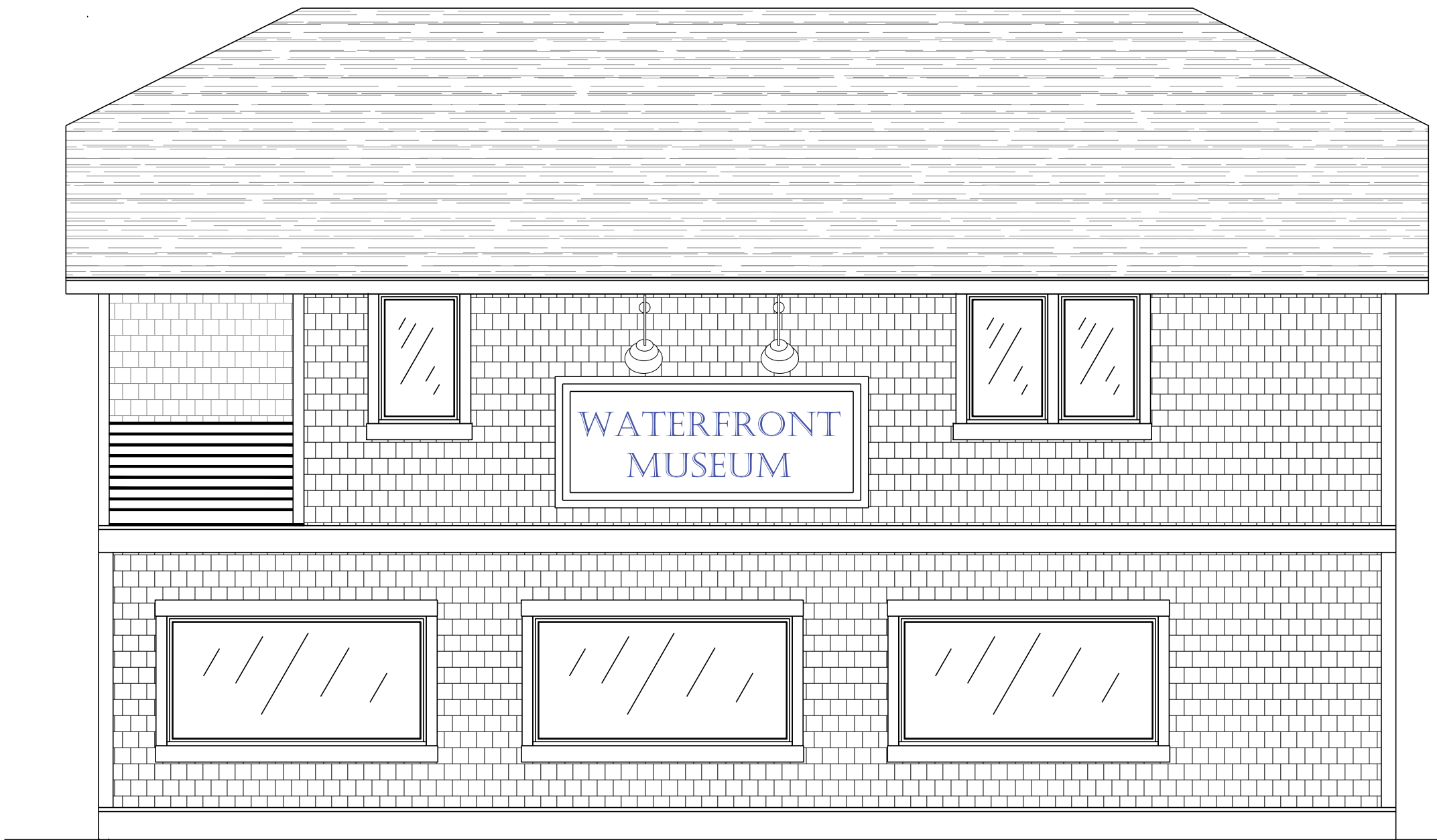
FIRST FLOOR PLAN - 'C'

SCALE: 1/4"=1'-0"



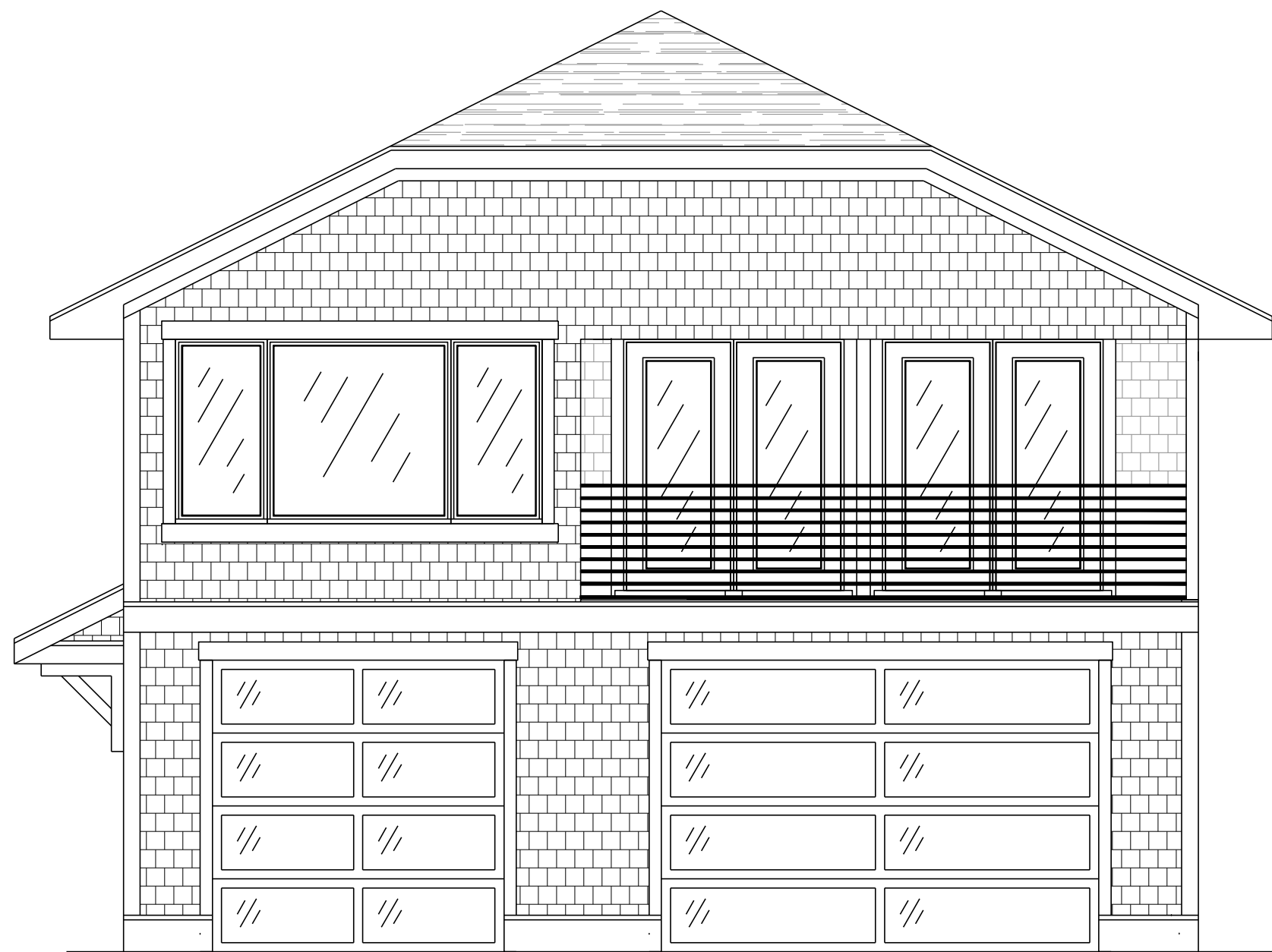
SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



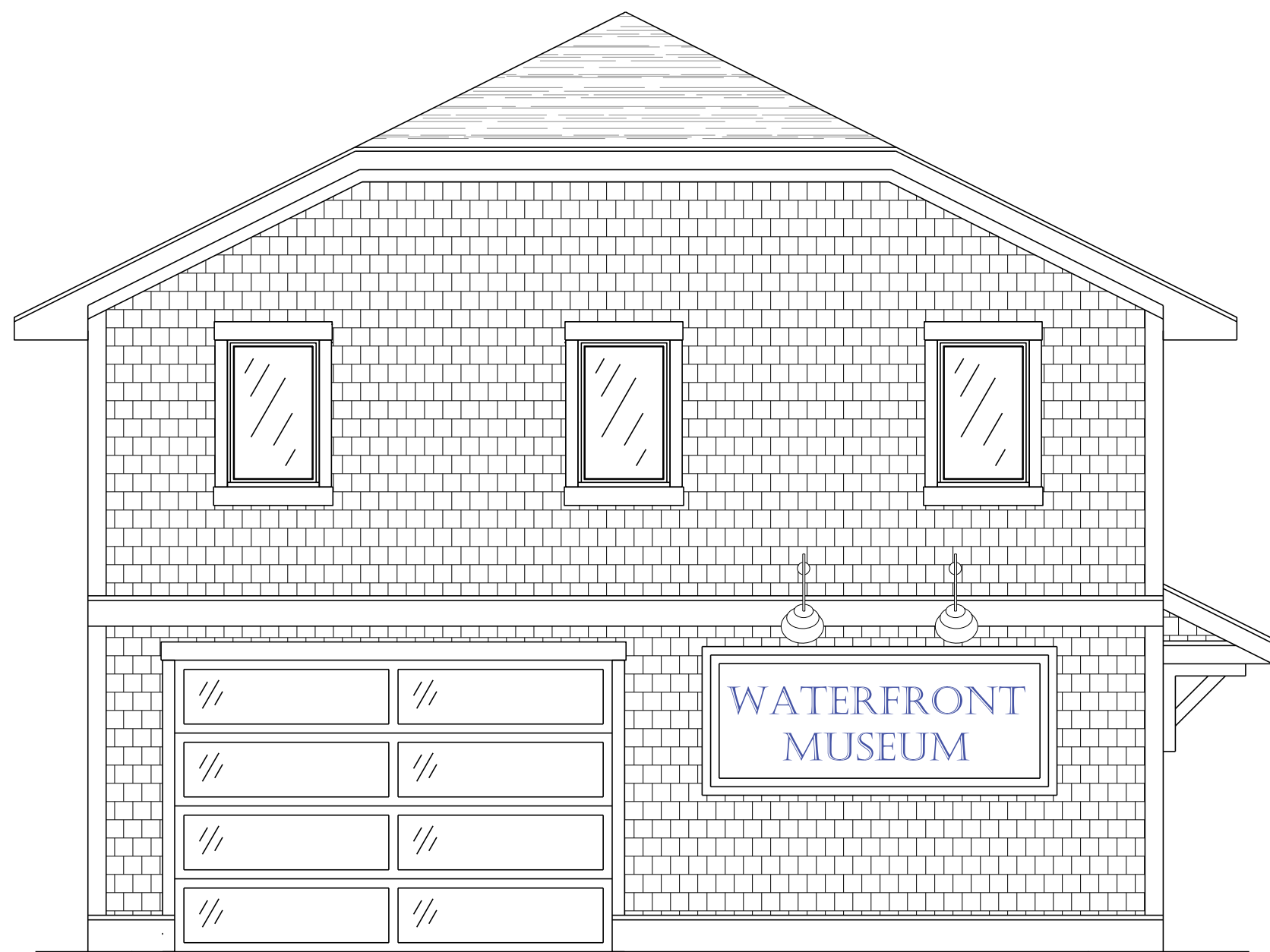
SOUTH ELEVATION

SCALE: 1/4"=1'-0"



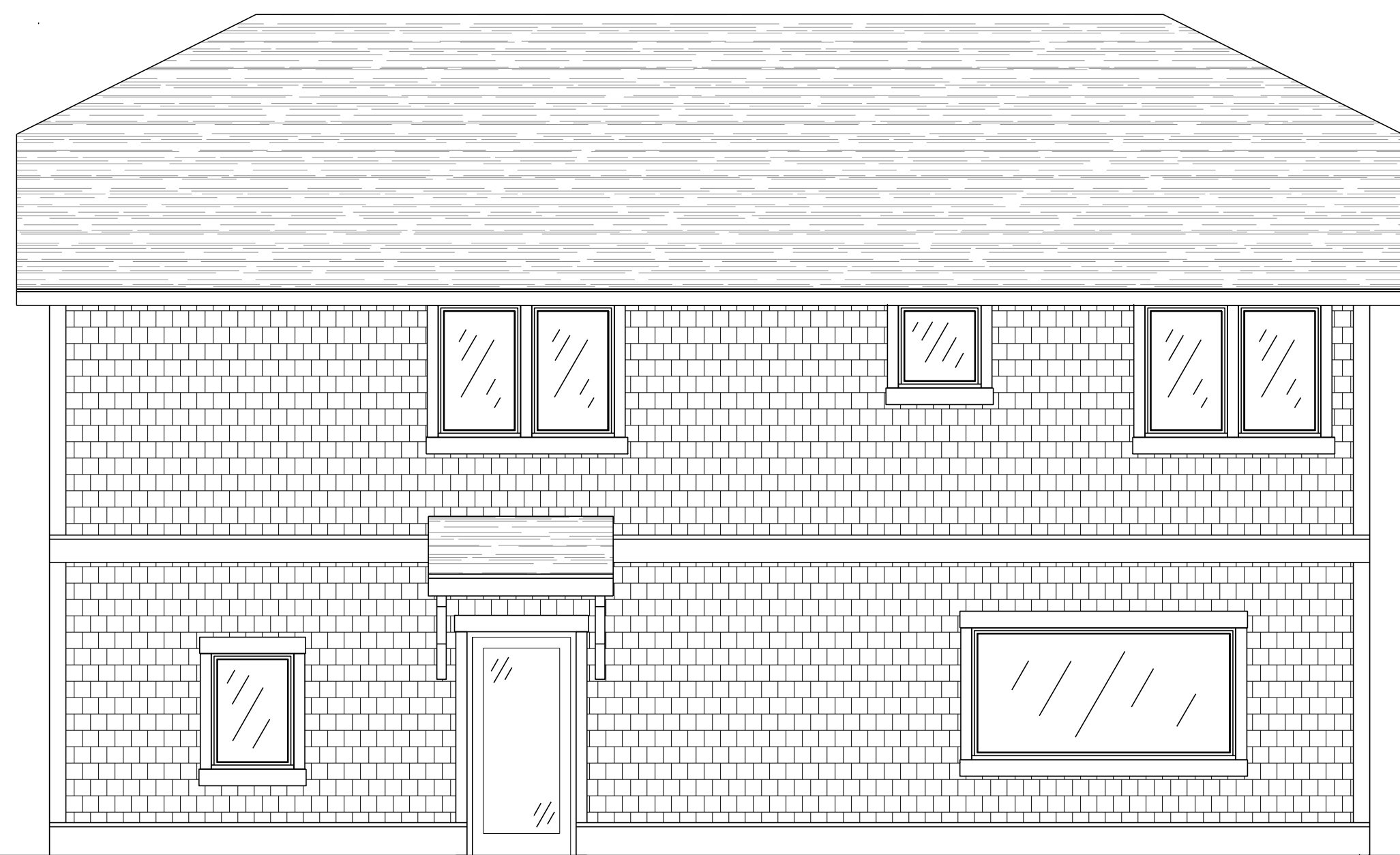
WEST ELEVATION

SCALE: 1/4"=1'-0"



EAST ELEVATION

SCALE: 1/4"=1'-0"



NORTH ELEVATION

SCALE: 1/4"=1'-0"

MARC ISAKSEN DESIGN, L.L.C.

1009 EGG HARBOR RD, SUITE 114
STURGEON BAY, WISCONSIN 54235
EMAIL: midarchitect@gmail.com
PHONE: 920-559-7069
FAX: 920-743-3813

MD

REV	DATE	DESCRIPTION	BY

DESIGNED BY:
MWI
CHECKED BY:
MWI

SISTER BAY BOATHOUSE

PRELIMINARY PLANS

WISCONSIN

SISTER BAY

DATE
04/16/25
PROJECT NO.
25-107



SHEET NO.

A1

SHEET SIZE: 24x36

AGENDA ITEM 5c

Courtesy Review; Residential Condominium;
Highway 57; Alliance Construction & Nicholas Deviley



STAFF REPORT – RESIDENTIAL CONDOMINIUM

Date: April 22, 2025

Board/Committee: Plan Commission

Re: Housing Development

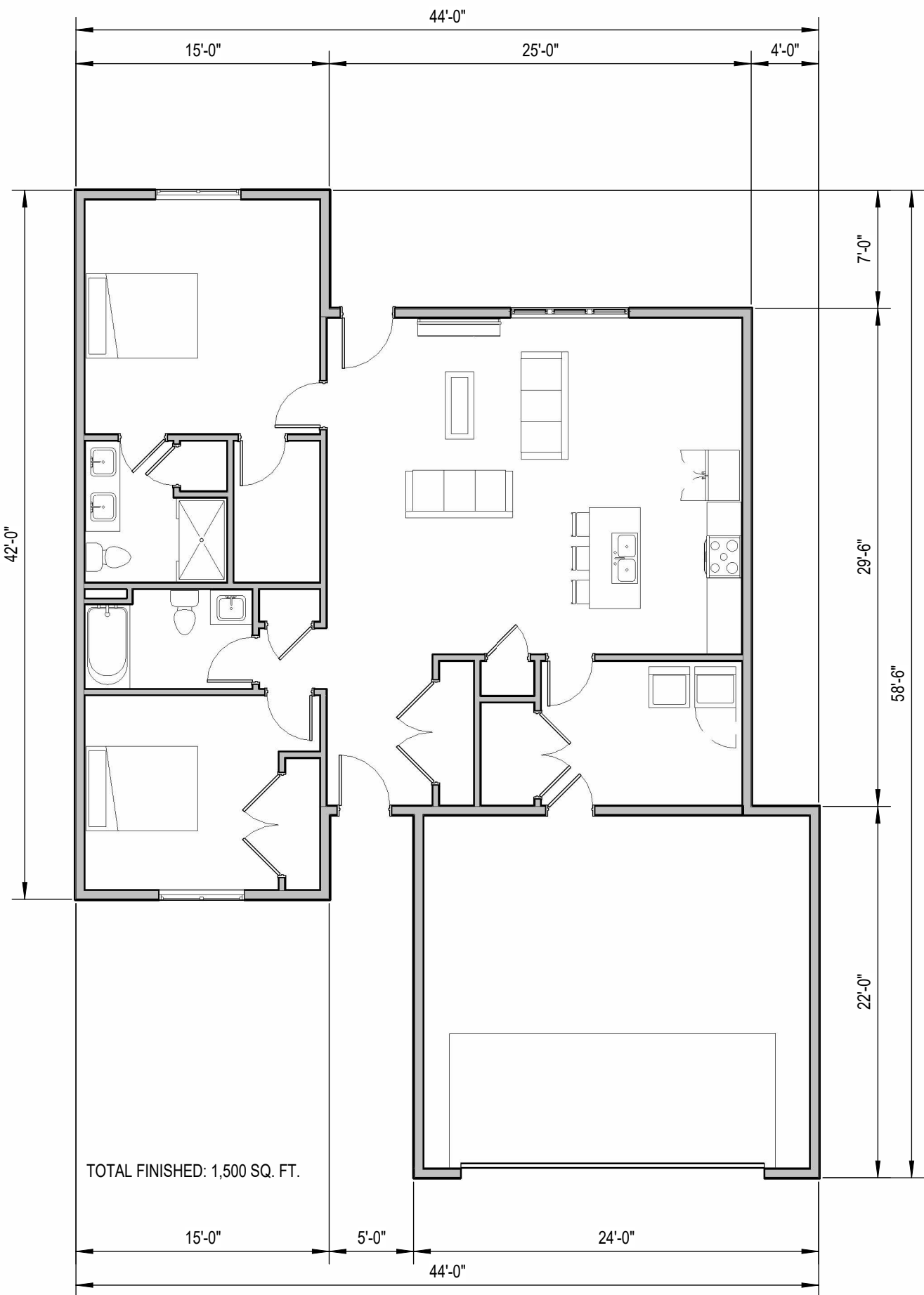
Author: Julie A. Schmelzer, Village Administrator

Alliance Construction, in partnership with Nick Deviley, propose a residential condominium, designed to be more of a neighborhood style development rather than typical residential condominiums where there are no amenities for residents. The housing would consist of duplexes and triplexes.

The development would be on 10 acres, accessed off a proposed limited access road which will intersect with Highway 57, just north of the Rachel Stollenwerk aquatic center. It will be designed to resemble a conservation/cluster subdivision, preserving the woodlands at the entrance to the development, providing a pavilion area, resident dog park, and walking trail which will ultimately connect to a trail planned for in the area. The developer and owner plan on resident housing and prohibiting short-term rentals.

The property is zoned R-2, which allows residential condominiums and multiple family dwelling units. Density is six units per acre, if not implementing the cluster subdivision standards (which is designed for individual lots). Based on lot size, they can build 60 units; they propose 12 duplex style units and 9 triplex buildings, for a total of 51 units.

The developer and owner are asking for a courtesy review to gather input from the Plan Commission prior to proceeding with a condominium plat.



2 FIRST FLOOR PLAN
1/8" = 1'-0"

51 TOTAL UNITS
2- & 3-BEDROOM UNITS
(6 UNITS PER ACRE 00.0312 R-2 ZONING
10,000 ACRES = 60 UNITS ALLOWED)

1 SITE PLAN - TRUE NORTH
1" = 60'-0"

RESIDENTIAL DEVELOPMENT

CLIENT NAME: CLIENT NAME

PROJECT: 24-240

NOT FOR
CONSTRUCTION

STATUS:
SCHEMATIC DESIGN

SHEET ISSUE DATE:
04/16/2025

AC01
CONCEPTUAL PLAN

ALLIANCEBUILDS.COM
PHONE: (920)-336-3400 | FAX: (920)-336-3401
1050 BROADWAY ST., WRIGHTSTOWN, WI 54180

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AGENDA ITEM 5d

Draft Request for Proposals; Housing Development
& Park; Northwoods Dr & Ava Hope Ct;
Village of Sister Bay



STAFF REPORT – HOUSING RFP

Date: April 22, 2025

Board/Committee: Plan Commission

Re: Proposed Request for Proposals

Author: Julie A. Schmelzer, Village Administrator

As discussed last month, the Housing Committee has recommended the village solicit for developers to build affordable/workforce housing at the corner of Ava Hope Court and Northwoods. The Plan Commission instructed staff to draft an RFP for the commission to review; it is attached.

Because the Parks, Property & Streets Committee is responsible for village lands, the draft RFP was also shared with that committee. That committee was supportive of the proposal with one member expressing concern over 'affordability'. As such, the RFP was revised to reflect maximum monthly rents cannot exceed that of the median for the county; sale prices the median monthly mortgage payment for Sister Bay.

REQUEST FOR PROPOSALS

**BUILD A MULTI-FAMILY DEVELOPMENT ON
VILLAGE OWNED PROPERTY AND PROVIDE
A PUBLIC PARK THEREIN
SISTER BAY, WIS.**

DATE ISSUED

APRIL , 2025

PROPOSAL DUE DATE AND TIME

May , 2025, 12:00 Noon CST



REQUEST FOR PROPOSALS MULTI-FAMILY HOUSING & NEIGHBORHOOD PARK

SUBMISSION DEADLINE: May X, 2025, 12:00 Noon, submitted to the Village of Sister Bay Administrative Office located at 2383 Maple Dr., PO Box 769, Sister Bay WI, 54234 or electronically (PDF) to julie.schmelzer@sisterbaywi.gov. It shall be the responsibility of the proposer to ensure their submission was received.

All questions concerning this solicitation should be directed to Julie Schmelzer, Village Administrator, at julie.schmelzer@sisterbaywi.gov on or before May X, 2025, 12:00 Noon. All questions will be answered to the best of staff's ability on May X, 2025, the date selected to respond to questions, and all questions and answers posted to the Village website that same day by 4:00 PM to ensure all proposers have access to the same information prior to submitting proposals. To view the questions and responses, visit www.sisterbaywi.gov and scroll towards the bottom of the home page to the *Bids & RFPs* tab.

PROJECT DESCRIPTION: The Village of Sister Bay is seeking a developer to build multi-family housing on land the village will gift the developer in exchange for the developer building affordable housing, with deed restrictions, and provided the developer builds a small park thereon.

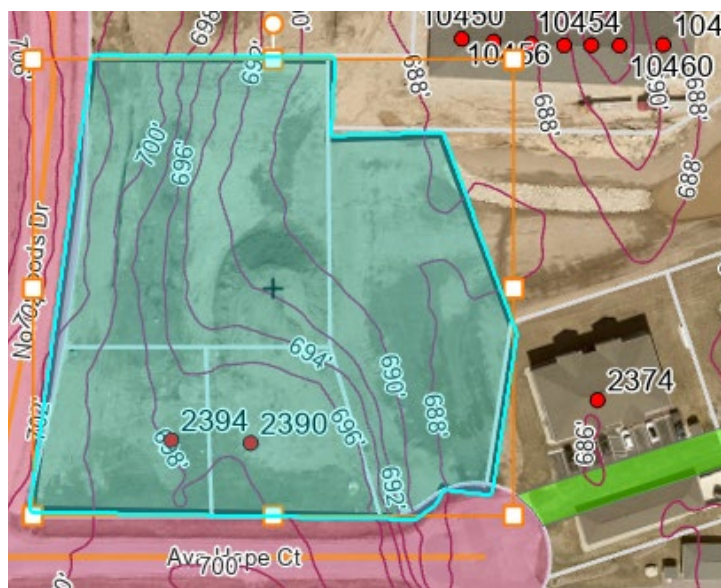
OVERVIEW/SOLICITATION: The Village of Sister Bay owns approximately 2.15 acres of vacant land at the northeast intersection of Northwoods Drive and Ava Hope Court, Sister Bay, Door County, Wisconsin. The land consists of three parcels and a portion of a parcel that contains a stormwater pond. The property has sewer and water and electric to the site, and a sidewalk paralleling Northwoods Drive. The property slopes to the east with the area along Northwoods being approximately ten feet higher in elevation than the east side of the property. Below shows the approximate dimensions of that portion of village land subject to development.

Sister Bay is in need of affordable multi-family housing, whether it be apartment housing or townhomes, owned or rented, one bedroom or two, with at least 10% of the units being three-bedroom. They are seeking a developer who can develop the property and provide that housing and be subject to deed restrictions requiring the units to be at or below the most recent United States Census Bureau, American Community Survey, 5-Year Estimates, 'Median Gross Rent by Bedroom' data by county. For example, FY 2023 data shows one bedroom currently at \$824/mo.; two bedroom at \$994/mo.; and three bedroom at \$1092/mo. Certainly, if tax incentives are utilized, rents may be lower. Other deed restrictions shall prohibit short-term rentals; require permanent residency (no seasonal renters); and village employees be offered vacant units prior to making them available to the general public. Other deed restrictions may be imposed. Ideally, the developer would use tax incentives to build the development thereby ensuring access by more low- to

moderate-income individuals, but tax incentivized housing is not mandatory. If units are to be owned, sale price shall not result in the monthly housing cost exceeding the median cost identified in the most recent United States Census Bureau, American Community Survey, 5-Year Estimates for Sister Bay (currently \$1750/mo.).

The property is currently zoned Multi-Family Residence (R-2). Multi-family housing in the R-2 district is limited to six units per acre, but can be increased by the Plan Commission; for proposals in excess of six units per acre, the Plan Commission will consider reasonable density proposals. Some typical density increases discussed on other projects have been 35%, but that is not guaranteed and must be determined by the Plan Commission upon a case-by-case review of the proposed project.

Available Site



The Village was going to build a small community park on a portion of the property. If the village deducted land for a park, the density on the land would be further restricted; therefore, the developer is to own the land so it can be used for density calculations, develop a neighborhood park, and grant the public access and enjoyment as if it were a publicly owned park. The parkland will be used to meet the developer's green space calculations required by the village. The developer is to propose the design of the park and amenities to be included in that green space; the review committee will determine if the proposed park will provide adequate facilities and recreational opportunities and may require more land area to be devoted to the park or more park infrastructure to be installed. The park can be used as the available green space for residents of the development, but shall not be used as a private park for residents only.

The Village will need to retain an easement on the far east border of the site to access the Village stormwater pond.

The proposer is encouraged to conduct an onsite inspection of the subject property to ensure they are familiar with the site, grades, and character of the area. The lots are part of the the Stony Ridge Plat. There is no current survey of the property as a whole; the village will be responsible for a perimeter survey of the property and combining the lots into one larger parcel.

Included in the proposal shall be, at a minimum, a construction schedule; conceptual elevation views and floor plans; number of units and size of units (bedrooms); anticipated rental rates; anticipated site plan; and conceptual plans for the neighborhood park.

All proposals will be reviewed by the Plan Commission to determine final density, compatability with the neighborhood, site design, architectutral review, and compliance with Chapter 66 of the Village of Sister Bay Municipal Code. All contracts need Village Board approval. The succesful proposer will need to apply for site plan review, architectural review and permits. A development agreement will be required. The zoning and development agreement fees will be waived, but utility, building permit and related permit/connection fees apply.

I. Instruction to Proposers

- All respondants (proposers) must submit contact information including: Business name, contact person, corporate ownership, address, phone number, email address, and website.
- All costs associated with submission of this Request for Proposals are the sole responsibility of the resopndant.
- All submissions are considered public record, and as such, may be searched or requested by members of the public.
- The Village of Sister Bay offers no guarantee of financial success to the respondent(s), and respondants should use their own business acumen to determine if they are endeavoring in a financially viable enterprise.
- This is a Request for Proposals, not an invitation to bid. Responses will be evaluated on the basis of the relative merits of the proposal.

II. Submission Materials

The following should be incorporated into each submission:

Format: Electronic submissions preferred (PDF), but in-person delivery or mail delivery is acceptable, provided the proposal is delivered to the contact by the delivery due date and time.

General Information. Business name, contact person, corporate ownership, address, phone number, email address of contact person, website, and insurance information. Please include a narrative introducing the company, its history of operation, relevant staff, total number employed, and capacity to service the Village.

Project Proposal. At a minimum, provide information on approach, services, ideas, costs, timeline and the items mentioned above: construction schedule; conceptual elevation views and floor plans; anticipated rental rates; anticipated site plan; park plan.

Prior Experience. A narrative explaining prior experience with designing similar projects and compliance with state and federal laws, as well as examples. If state tax incentives are to be used, please share your experience with tax incentive programs and how they would be applied to the subject project.

References. A minimum of three references from similar projects designed is required.

III. Evaluation and Selection

Evaluation Process

The Village has established a proposal evaluation instrument which measures objective criteria on a weighted basis on a scale of 0-5 for each rating category. Each Committee member will be an evaluator, and an average will be calculated based on the scores assigned by the members. The average score will be evaluated against the average scores from other submissions to determine whom to award a contract.

Selection Criteria

The following are the criteria used as rating categories:

1. Proposed product design
2. Affordable housing units to be provided
3. Qualifications
4. Experience, in particular experience designing similar projects in Wisconsin
5. Knowledge of State and Federal Laws and Trends
6. Level of Understanding of the Need Identified
7. Rental rates
8. References

If at any point in the review process, any proposal found to be substantially non-responsive will be dropped from further consideration. The Village, at its sole election, may require presentations by respondents clearly in consideration for award. Other submissions, certifications, or affirmations may be required, as appropriate.

IV. Award

Upon final selection, all respondents will be notified by the Village, via email.

The Village reserves the right to accept or reject any or all responses, to award on the basis of merit alone, and to act in its best interests and the interests of the public.

The Village reserves the right to make an award or to reject any or all proposals based on what it considers to be its best interests. A contract will be required to effectuate service.

V. Administrative Contact

Name: Julie Schmelzer

Title: Village Administrator

E-Mail: julie.schmelzer@sisterbaywi.gov

Mailing/Physical Address: Village Administrator, 2383 Maple Dr., PO Box 769, Sister Bay, WI 54234

AGENDA ITEM 5e

Draft Text Amendment & Rezone Petition; R-4
Zoning; Former Wiltse Property & Former
Logerquist Farm; Village of Sister Bay



STAFF REPORT – R-4 LOT STANDARDS/REZONE

Date: April 22, 2025

Board/Committee: Plan Commission

Re: Proposed Code and Map Amendments

Author: Julie A. Schmelzer, Village Administrator

Last month we discussed amendments to the R-4 district and the question arose as to “how small can a home be in Wisconsin”? The Building Inspector confirmed what was shared last month that there is no minimum, you just have to meet code requirements for hallways, ventilation, etc. He did however add, “An inspector in the past did a study and found that the smallest someone could probably go while still meeting all the requirements of a “new home” was about 300 sq. ft. But, again, that is not specified in the UDC, nor is it a requirement at all”.

1. At the last meeting we decided to proceed with amendments to the R-4 district. Unless there are changes based on the above, amendments would read as follows:

Amend Sec. 66.0314(4), *Dimensional Lot Standards*, as follows (edit in red):

<u>R-4 District Dimensional Lot Standards Table</u>		
<u>Lot</u>	Minimum Area	4,500 5000 Square Feet
	Minimum Width (Interior lot)	45 60 Feet
	Minimum Width (Corner Lot)	55 75 Feet
	Minimum Green Space	20% of Lot Must Be Left As Green Space
<u>Structure Standards</u>		
<u>Principal Structure</u>	Maximum Height	35 Feet
	Minimum Width	24 Feet [1]
	Minimum Floor Area (One Bedroom)	900 700 Square Feet
	Minimum Floor Area (Two Bedrooms)	1,000 900 Square Feet
<u>Principal Structure</u>	Minimum Floor Area (Three or More Bedrooms)	1,200 1000 Square Feet
<u>Accessory Structures</u>	Maximum Height	35 Feet, But Shall Not Exceed Height of Principal Structure
<u>Minimum Setbacks</u>		
<u>Principal Structure</u>	Front Yard (On Public Street)	25 Feet From Centerline of Street Right-of-Way 10 feet from furthest extension to right-of-way; 20 feet from wall to right-of-way
	Front Yard (Not On Public Street)	40 20 Feet From Edge of Easement; if no easement measured from or Edge of Pavement,

	Side Yard (from wall)	Five 8 Feet One Side; 20 16 Feet Total {2}
	Rear Yard	25 Feet
<u>Accessory Structures</u>	<u>From Principal Structure, Accessory Structure 120 Square Feet Or Less</u>	Five Feet {3} 2
	<u>From Principal Structure, In Excess of 120 Square Feet</u>	10 Feet
	<u>Side Yard</u>	Five Feet One Side; 20 Feet Total {2}
	<u>Rear Yard</u>	40 15 Feet
1. Excluding attached garages. 2. Where a side-entry garage exists, the setback shall be at least 27 feet in width as measured from the closest point of the garage door opening that is perpendicular to the side lot line. 3. If constructed with a one hour fire rating per ILHR 21.08. Without the one hour fire rating the minimum setback from the principal structure shall be 10 feet.		

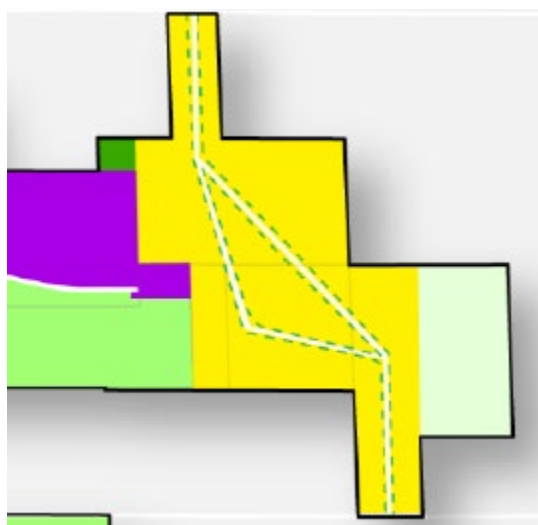
2. Rezone Petition.

Sec. 66.0204 explains all annexed properties are zoned CS-1 until boundaries and regulations are recommended by the Plan Commission and adopted by the Village Board; adoption to be completed within 90 days of annexation.

Sec. 66.0300 further explains that annexed lands are zoned CS-1, unless a temporary annexation is assigned, but in one year the Plan Commission shall recommend a permanent zoning district to the Village Board.

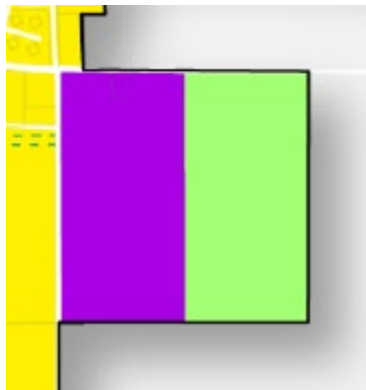
I believe the former Wiltse site and the former Logerquist farm were not assigned a final zoning district classification because we were in the process of developing and adopting a comprehensive plan. Now that the plan has been completed, we should assign a zoning district classification to both properties. Below is what the plan has recommended:

Wiltse



Does the Commission support rezoning the 'yellow' (residential land use designation) portion of the Wiltse property to Small Lot Residence (R-4)? And the 'light green' portion ('open lands' land use class/the portion that cannot easily be served with sewer and water) to Countryside (CS-1) or Park/Recreation (P-1)?

Logerquist



Does the Commission support rezoning the 'purple' (institutional/government) portion of the Logerquist property to Institutional (I-1)? And the 'green' portion (Parks and Recreation land use designation) to Parks/Recreation (P-1)?

Below are the land uses allowed in CS-1 and P-1 (I'm assuming the Commission knows what is allowed in R-4 and I-1).

CS-1

(1) Permitted Uses:

- (a) Single-family dwellings, including short-term rentals.
- (b) Licensed community-based residential living facilities, which have a capacity for eight (8) or fewer persons, subject to the limitations set forth in Sec. 62.23(7)(i) of the Wisconsin Statutes.
- (c) Licensed foster family homes subject to the regulations set forth in Sec. 48.62 of the Wisconsin Statutes.
- (d) Public parks.
- (e) Essential services, municipal buildings and facilities.
- (f) General farming, including but not limited to apiculture, floriculture, forage crop production, forestry, grain production, grazing, orchards, vineyards and truck farming.
- (g) Horse stables.
- (h) Tree farms and woodlots.
- (i) Existing dwellings not accessory to any farm operation or a dwelling remaining after farm consolidation.
- (j) Indoor institutional uses.
- (k) Churches.
- (l) Keeping and raising of domestic stock for agribusiness, show, breeding, boarding, or other purposes incidental to the principal use of the premises shall be limited to no more than three (3) non-domestic animals per acre.

(2) Permitted Accessory Uses:

- (a) Detached garages shall not be used, rented or leased to any individual who is not the property owner or an occupant residing on the property.
 - (b) Ground-mounted and building-mounted earth station dish and terrestrial antennas.
 - (c) Home occupations and professional home offices. (See Section 66.0501(4))
 - (d) Private swimming pools.
 - (e) Private tennis courts.
 - (f) Solar collectors attached to the principal structure.
 - (g) Any use customary and incidental to the above permitted uses as determined by the Zoning Administrator and Plan Commission Chair.
 - (h) One roadside stand, no larger than 200 square feet in area, for the sale of farm products produced on the premises. Any such stand shall conform to the farm stand setbacks set forth in Sec. 66.0315(7)(a) and to the sign, parking and other provisions of this Zoning Code.
- (3) Conditional Uses:
- (a) Assembly Halls
 - (b) Bed and breakfast establishments as provided for in Sec. 50.51(2) and Chapter HSS 197 of the Wisconsin Administrative Code.
 - (c) Licensed community and other living arrangements, which have a capacity of at least nine (9) but no more than twenty (20) persons.
 - (d) Licensed family day care homes subject to the regulations set forth in Sec. 48.65 of the Wisconsin Statutes.
 - (e) Private parks and playgrounds.
 - (f) Utility substations, municipal wells, pumping stations and towers shall be a minimum of 50 feet from any side or rear lot line.
 - (g) Solar energy collectors erected as an accessory structure.
 - (h) Utilities requiring a building.
 - (i) Parking of a semi-tractor or other large trucks in accord with Sec. 66.0405(2).
 - (j) Antennas over 35 feet tall.
 - (k) Private educational or non-animal nature study areas.
 - (l) Garden plots for rent.
 - (m) Permanent retail establishments designed for the selling of fruits, vegetables and selected farm products in stands exceeding 200 square feet in area.
 - (n) Transmitting towers, receiving towers, and relay and microwave towers without broadcast facilities or studios.
 - (o) Indoor and outdoor recreation.
 - (p) Kennels.
 - (q) Utilities requiring a building.
 - (r) One roadside stand, no larger than 200 square feet in area, for the sale of farm products. Any such stand shall conform to the farm stand setbacks set forth in Sec. 66.0315(6)(a) and to the sign, parking and other provisions of this Zoning Code.

P-1

- (1) Permitted Uses:
- (a) Public botanical gardens and arboretums.
 - (b) Public historic monuments or sites.
 - (c) Public hiking biking, jogging and nature trails.
 - (d) Public parks, beaches, playgrounds and parkways.
 - (e) Farm markets
- (2) Permitted Accessory Uses:
- (a) Buildings accessory to the permitted use.
 - (b) Ground-mounted and building-mounted earth station dishes and terrestrial antennas.

- (c) Solar collectors attached to the principal structure.
 - (d) Any other usual and customary uses accessory to the above permitted uses as determined by the Zoning Administrator or their designee.
 - (e) Public garden plots.
- (3) Conditional Uses:
- (a) Public or private boat moorings and rentals.
 - (b) Outdoor entertainment facilities.

AGENDA ITEM 5f

Draft Text Amendments; Ch. 66; Dark Sky Lighting



STAFF REPORT – DARK SKY LIGHTING

Date: April 22, 2025

Board/Committee: Plan Commission

Re: Proposed Code Amendments

Author: Julie A. Schmelzer, Village Administrator

The commission has discussed amendments to protect the night sky. Bell was assigned the task of drafting proposed code amendments to minimize light pollution and protect the night sky. Draft regulations, if available, will be discussed.

AGENDA ITEM 6

Quarterly Permit Report



ZONING & SIGN PERMITS ISSUED OR PLAN COMMISSION APPROVALS GRANTED
FROM JANUARY 1, 2025 THROUGH FEBRUARY 18, 2025

<u>Property Owner's Name/Project Loc.</u>	<u>Type of Application Submitted/Status</u>	<u>Project Description</u>
<u>CHRISTOPHER SLAMA</u> 2219 Sunset Drive	ZONING PERMIT APPLICATION & AMENDED ZONING PERMIT APP. SUBM. 1/16/25 (Larger Shed Req.)	Repl. Of Free-Standing Deck & Addition of Storage Shed
<u>HUSBY'S JS, LLC</u> 10641 N. Bay Shore Drive	ZONING PERMIT APPLICATION & PC BLDG. PLAN/ARCH. REVIEW	Residing of Building & Installation of New Windows
<u>ALPACA TO APPAREL</u> 2340 Mill Road	PC SITE PLAN REVIEW & ZONING PERMIT APP.	PC Review of Request For New Business -"Alpaca To Apparel" & Related Zoning Permit App.

NUMBER OF ZONING PERMITS ISSUED FROM 1/1/25 – 2/18/25:

3

AGENDA ITEM 7

Matters to be placed on a future agenda or referred
to a committee, official or employee

AGENDA ITEM 8

Next Meeting: May 27, 2025 at 5:30 PM

AGENDA ITEM 9

Adjournment