



PLAN COMMISSION MEETING AGENDA

TUESDAY, MAY 27, 2025 -- 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 April 22, 2025, Meeting Minutes
4. Comments, Correspondence and Concerns from the Public
5. Public Hearing & Recommendations
 - a) Ord. 2025-009; Map Amendment; Former Wiltse Property; I-1 to R-4 & P-1
 - b) Ord. 2025-010; Map Amendment; Former Logerquist Property; I-1 to I-1 & P-1
 - c) Ord. 2025-011; Text Amendment; R-4 Dimensional Standards
6. Discussion/Action Items:
 - a) Courtesy Review/Proposed Conditional Use Permit Application; Nonconforming Multiple Occupancy Development (Cottage Development) Expansion; 10885 N Bay Shore Dr. (Unit 4); Karl Fauerbach
 - b) Change of Use/Architectural Review; Waterfront Museum; 10697 N Bay Shore Dr. (Village Boathouse); Sister Bay Historical Society
 - c) Change of Use/Site Plan Review/Parking Fee; Office to Retail, Fee-In-Lieu of Parking; 10668 N Bay Shore Dr.; Bay Blue, c/o Scott & Kathleen Penniston
 - d) Change of Use/Site Plan Review; Service to Retail; 2414 Country Walk Dr. (Unit 1); Door Stop Furniture, c/o Terrence Rodgers
 - e) Development Agreement Amendment; Completion Deadline & Driveway Location; 10623 & 10627 Sister Bluff Dr.; Coming of Age in Sister Bay, LLC
 - f) Development Agreement Amendment; Parking Deadline; 10553 Country Walk Dr.; Torch Brothers, LLC
 - g) Development Agreement Amendment/Permit Extension; Stormwater Pipe Delay; 2399 Maple Dr.; Luna View, c/o Al Gokey
7. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee
8. Next Meeting
 - Regular Monthly Meeting; June 24, 2025, at 5:30 P.M.; Large Meeting Room, Sister Bay-Liberty Grove Fire Station
9. 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 julie.schmelzer@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 _____

VILLAGE OF SISTER BAY
HYBRID PLAN COMMISSION MEETING MINUTES
TUESDAY, APRIL 22, 2025
SISTER BAY-LIBERTY GROVE FIRE STATION – 2258 MILL ROAD
APPROVAL PENDING

1. Call to Order & Roll Call

Chair Bhirdo called the meeting to order at 5:31 P.M. and took roll call. She introduced new commissioner, Skip Heidler.

Present: Plan Commission Chair Denise Bhirdo, and Commission members Nate Bell, Patrice Champeau, Laurel Harff, Skip Heidler.

Excused: Commissioner Ron Kane.

Staff Member(s): Village Administrator Julie Schmelzer.

Others: In person were Kurt Harff, Louise Howson, Mike Laszkiewicz, Richard and Jeannie Hoffman, Nick and Mary Deviley, Mark Rukamp and Jamie Sprutles of Alliance Construction, MaryKay Shumway, and an unidentified man and woman. Virtually were John Blossom, Terry Wolf of the Historical Society, Kevin Havlovitz of Alliance Construction, Steve Bacs, Bjorn Johnson, Ellie Soderberg-Guger, Louise Howson, and an unidentified person by phone number 920-634-9297.

2. Approval of Agenda

Motion by Champeau, second by Harff, to approve the agenda as presented. Motion carried unanimously.

3. Approval of March 25, 2025, Meeting Minutes

Motion by Harff, second by Champeau, to approve the minutes as presented. Motion carried unanimously.

4. Comments, Correspondence and concerns from the Public

(None)

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)

Sent to committee members was a staff report, draft Development Agreement, and plans previously reviewed and tentatively approved the previous month.

Schmelzer briefly summarized a letter from the Hoffmans' attorney, William Woodward of the von Briesen law firm. Richard and Jeannie Hoffman were present to offer comment. Woodward questioned why the proposed Development Agreement, Section 1.1., included language about if the improvements were not made by May 20, 2027, the Agreement becomes void and minimum assessed value payments would be required. Hoffman explained that due to the economy, the unknown impact of tariffs, and concerns over his family's future unknown financial situation, he did not know if he could complete the project by the

1 date in the proposed Agreement. Bhirdo asked if Hoffman needed more time and offered an approval
 2 date of July, resulting in a completion deadline of July 15, 2027. Hoffman felt the extension would help,
 3 with Bhirdo suggesting if that timeline did not work, he should let the Plan Commission know prior to the
 4 July Board meeting so the schedule for completion could be revisited; fellow commissioners concurred.

5
 6 Discussion then focused on the light poles and the commissioners stressed the poles should not exceed
 7 20' in height. Hoffman stated the poles would not exceed 20' and he actually preferred poles lower in
 8 height. By consensus the Plan Commission agreed the proposed Development Agreement should clarify
 9 20' is the maximum allowable height.

10
 11 Heidler questioned the height of the building in that it exceeded 35' in height. Schmelzer explained the
 12 application for site plan and architectural review was submitted prior to the recent code amendment
 13 about how height is measured, adding the plan was the same plan previously approved.

14
 15 *Motion by Champeau, second by Bell to withhold sending the proposed Development Agreement to the*
 16 *Board for approval until the July 2025 Board meeting, with additional language regarding the light poles,*
 17 *and, if Hoffman needed more time, he was to let the Plan Commission know prior to the July Board meeting*
 18 *so the Agreement could be reviewed for a possible later effective date and completion schedule. Motion*
 19 *carried unanimously.*

20
 21 **(b) Change of Use & Architectural Review; Waterfront Museum; 10697 N Bay Shore Dr.**
 22 **(Village Boathouse); Sister Bay Historical Society**

23 John Blossom, from a group trying to preserve a boat known locally as the 'Jack Bunda boat', and Terry
 24 Wolf, from the Historical Society, were present virtually. Both have an interest in converting the Village
 25 boathouse to a waterfront museum. The museum would be operated by the Historical Society, who would
 26 also undertake renovations.

27
 28 Schmelzer read a letter into the record from Bjorn Johnson regarding parking for the change of use.

29
 30 Members had been sent a staff report with renovation drawings and information about the change of use,
 31 required parking and parking available. Schmelzer explained the parking calculations and what was
 32 available, indicating any approval should condition a 6' wide sidewalk parallel to the water on the west
 33 side of the existing parking area. There were concerns over whether an elevator would be required and
 34 if the restrooms were to code for the proposed use. Blossom indicated no elevator was required, and the
 35 restrooms would be to code, but he could have the architect put these matters in a letter format so the
 36 Plan Commission knew they were considered and addressed. Also questioned was the loss of revenue
 37 the Marina will face when the second floor is converted from an apartment to an exhibit space; Marina
 38 Committee Acting Chair, Louise Howson, said that is to be addressed in a future contract with the
 39 Historical Society. Wolf added the Historical Society will be renovating the boathouse, at a cost of several
 40 hundreds of thousands of dollars, and the museum will be a community asset.

41
 42 *By consensus the commission agreed to tentatively approve the renovation, pending the elevator and*
 43 *restrooms issues are satisfactorily resolved at their next meeting. A Development Agreement will be*
 44 *required.*

45
 46 **(c) Courtesy Review; Residential Condominium; Off Highway 57; Alliance Constr. & Nicholas**
 47 **Deviley**

48 Staff previously sent the commissioners a staff report and preliminary layout of the proposed

development. Mark Rukamp of Alliance Construction submitted a Preliminary Plan Review of information his company was using to design the proposal. Mr. Deviley, the property owner, explained his intention was for the lots to sell for approximately \$60,000, and to offer creative financing, including GAP financing, to those that could not afford the purchase price of a unit. Rukamp said they were working on designs for the duplex and triplex buildings.

Bell questioned if the development would allow short-term rentals and Deviley indicated the deeds would be restricted to prohibit them. Bell also questioned if the easement to the south would be a road and extended someday, and Deviley explained the easement is for utilities and has no village access. The private roads were discussed briefly with Rukamp explaining the sharp curve would be 'softened' as they did the final engineering.

Heidler asked if the pavilion would be open to the public, with Rukamp explaining it would be for condominium association owners and guests, but it is along the trail, so presumably pedestrians on the trail would stop by, but there are parking stalls on the plan in front of the pavilion for anyone arriving by car. Heidler also questioned the unit designs and how far the garage entrances extended from the building; Rukamp said the designs were preliminary and would be redesigned to meet code.

The group discussed the limited access road that would intersect Highway 57 and acknowledged the driveway for the new aquatic center, to the west, would have to relocate their driveway to come off of the new road.

Bhirdo expressed support saying the development was designed to resemble a true neighborhood. Other members supported the concept with no opposition voiced.

(d) Draft Request for Proposals; Housing Development & Park; Northwoods Drive & Ava Hope Ct; Village of Sister Bay

Commissioners reviewed a staff report and draft Request for Proposals (RFP) that was emailed to them as part of the meeting packet. Schmelzer indicated the affordability language was revised, per the recommendation of the Housing Committee.

The members reviewed the RFP and indicated they should set a density for the property and by consensus did so at 20 units. They also agreed by consensus buildings should not exceed two stories. Schmelzer said she would make the revisions and send the RFP out for solicitation.

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

Schmelzer referenced the staff report sent to commissioners. *By consensus the members agreed the R-4 dimensional standards should specify the road setback would be measured from the furthest extension of the building, such as a porch; the former Wiltse site should be rezoned to Small Lot Residence (R-4) with the area that cannot be served by sewer and water rezoned to Park/Recreation (P-1); and, the former Logerquist site be rezoned whereby the west half would be Institutional (I-1) and the east half Park/Recreation (P-1).* Schmelzer indicated she would schedule the public hearings on the R-4 amendment and two map amendments as soon as possible.

(f) Draft Text Amendments; Ch. 66; Dark Sky Lighting

Bell was tasked earlier with developing proposed Dark Sky lighting regulations and explained after further review, he didn't think the village should change what they have in the code but instead look at the

streetlights and see how they can be converted to Dark Sky friendly lighting. Schmelzer explained that the Parks, Property & Streets Committee was looking at converting the lights along Highways 42 and 57 to be Dark Sky Approved, and WPS has already converted many of the bulbs to meet Dark Sky initiatives.

Bell added the village needed to look at the lighting at the Sports Complex. Heidler pointed out the code still allows for halide lights, and that it should be removed from the code. Harff raised concern over string lights, especially when the lights are left on all day. Bell suggested the village amend their Nuisance Code to address lights that are left on all day.

6. Quarterly Permit Report

Schmelzer indicated the report in the meeting packet was inaccurate and she is aware there were more permits issued than was put in the packet. This would be updated at the six-month report, which is in July.

7. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee

Schmelzer shared information from the county that they would now be charging for address assignments, so the village would need to update their fee schedule, and possibly code, to collect the new fee.

Referral to the Parks & Streets Director to research and hopefully convert the lighting at the Sports Complex to Dark Sky Approved lighting.

To be scheduled for future discussion and possible code amendment: deleting halide lighting from the Zoning Code and amending the Nuisance Code to address lighting that is left on all day and is a distraction to neighbors.

8. Next Meeting

It was confirmed the next regular meeting would be May 27, 2025, at 5:30 p.m. in the large meeting room at the Sister Bay-Liberty Grove Fire Station. That meeting would include public hearings regarding a text amendment to the R-4 dimensional standards, and two map amendments.

9. Adjournment

Motion by Heidler, second by Harff, to adjourn. Motion carried unanimously. The meeting adjourned at 8:09 p.m.

Respectfully recorded and submitted by Julie Schmelzer, Village Administrator



PLAN COMMISSION NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN that the Sister Bay Plan Commission will hold a public hearing on **May 27, 2025, at 5:30 PM** for purposes of rezoning two parcels of village-owned land, and, revising their R-4 zoning district dimensional standards. The hearing begins at 5:30 PM, or shortly thereafter. The purpose of the public hearing is to obtain comments and input from the public on the proposed map amendments and code amendment. The public hearing will be held at the Sister Bay Liberty Grove Fire Station located at 2258 Mill Rd., Sister Bay. A virtual option is available by visiting www.sisterbaywi.gov, search for the agenda, which includes the Zoom link, or, contact the Village Office by phone at (920) 854-4118. More information is provided below.

1. Amend the Zoning Map for the Village of Sister Bay for the site known as the 'Former Wiltse' site, a 56-acre site at the end of Autumn Court. The site was temporarily placed in an Institutional (I-1) zoning district; approximately 10 acres will be rezoned to a Park and Recreation (P-1) zoning district and the remainder of the parcel will be rezoned to Small Lot Residence (R-4).
2. Amend the Zoning Map for the Village of Sister Bay for the site known as the 'Former Logerquist' site, a 40-acre site located at 10596 Woodcrest Rd. The site was temporarily placed in a Park and Recreation (P-1) zoning district; the west half is to be rezoned to an Institutional (I-1) zoning district, and the east half placed in a Park and Recreation (P-1) zoning district.
3. Amend Ch. 66, Zoning, of the Village of Sister Bay Municipal Code, Section 66.0313(4) to revise the dimensional standards to require larger lots, smaller home sizes, and, revised setbacks from the road, pavement, and side lot lines.

In addition to testimony presented at the hearing, written correspondence will also be accepted until 3:00 PM, May 21, 2025. All correspondence submitted by the deadlines will be entered into the record and forwarded to the Plan Commission but late submissions or anonymous correspondence will be disregarded. Correspondence can be mailed to P.O. Box 769, Sister Bay, WI 54234; faxed to (920) 854-9637; deposited in the drop box at the Administration Office at 2383 Maple Drive, Sister Bay; or e-mailed to info@sisterbaywi.gov. The above proposed amendments, the zoning code, zoning map, and correspondence is available for public inspection until the close of business on the day of the hearing and may be viewed at the Sister Bay Administration Building, 2383 Maple Drive, Sister Bay, WI between 8 AM and 4 PM, Monday-Thursday.

By order of the Plan Commission of the Village of Sister Bay
Julie Schmelzer, Village Administrator

ITEM 5.a. – WILTSE AMENDMENT

ORDINANCE NO. 2025-009

CH 66 - ASSIGN A PERMANENT ZONING CLASSIFICATION TO THE FORMER WILTSE PROPERTY

WHEREAS, on February 15, 2022 the Village of Sister Bay, via Ordinance No. 289-021522, assigned a temporary Institutional (I-1) zoning district classification to the former 'Wiltse' site, a 56.754 acre tract of land off Autumn Court, between County Highway ZZ and Scandia Road;

WHEREAS, Chapter 66 of the Village of Sister Bay Municipal Code places limitations on temporary zoning districts and therefore on May 27, 2025, the Village of Sister Bay Plan Commission held a public hearing to place the entire parcel, except for the easternmost 10.6 acres, in a Small Residence (R-4) zoning district, and the east 10.6 acres in a Park/Recreation (P-1) zoning district.

NOW, THEREFORE, after a public hearing held May 27, 2025, the Plan Commission reviewed the zoning map amendment proposal, the intent of the code, the character of various zoning districts, and comments from the public, and made a recommendation to the Village Board. The Village of Sister Bay does hereby ordain, this 17th day of June, 2025, as follows:

SECTION 1. Amend the Zoning Map for the Village of Sister Bay. The zoning map is hereby amended as follows:

Amendment No. 1 – Map amendment to designate the following lands Small Residence (R-4):

A tract of land located partly in the Northeast one-quarter of the Southwest one-quarter, partly in the Southeast one-quarter of the Southwest one-quarter and partly in the Southwest one-quarter of the Southeast one-quarter of Section 4, Township 31 North, Range 28 East, Town of Liberty Grove, Door County, Wisconsin and described as follows:

Commencing at the South one-quarter corner of said Section 4, thence N 04°06'51" W along the east line of said Southwest one-quarter 669.92 feet to the Northeast corner of Lot 1 of Certified Survey Map No. 956, recorded in Volume 5 of Certified Survey Maps, Page 252 as Document No. 588905, thence S 88°10'17" W 1328.08 feet to the intersection with the west line of said Southeast one-quarter of the Southwest one-quarter, thence N 03°55'15" W along said west line 14.10 feet, thence N 88°30'55" E 471.31 feet, thence N 04°00'55" W 657.02 feet, thence S 88°03'50" W 268.86 feet, thence N 03°55'09" W 500.00 feet, thence S 88°03'48" W 201.24 feet to the intersection with said west line, thence N 03°55'15" W along said west line 174.45 feet, thence N 87°50'11" E 396.00 feet, thence N 03°55'15" W 660.00 feet to the intersection with the north line of said Southwest one-quarter, thence N 87°50'11" E along said north line 265.05 feet, thence S 04°06'51" E 660.00 feet, thence N 87°50'11" E 660.00 feet to the intersection with the west line of said Southeast one-quarter, thence S 04°06'51" E along said west line 679.86 feet to the Northwest corner of said Southwest one-quarter of the Southeast one-quarter, thence N 87°46'44" E along the north line of said Southwest one-quarter of the Southeast one-quarter 843.57 feet, thence S 03°54'25" E 928.82 feet, thence S 87°43'05" W 497.00 feet, thence S 03°54'25" E 410.00 feet to the intersection with the south line of said Southeast one-quarter, thence S 87°43'05" W along said south line 341.70 feet to the point of beginning. Excepting therefrom, a 10.60 parcel of land located in the SW 1/4 of the SE 1/4 of Section 4, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin. Bounded and described as follows: Commencing at the SE corner of said Section 4-31-28, said corner being at the intersection of Old Stage Road and C.T.H. ZZ; thence S. 87°43'05" W., 2325.50 feet along the south line of the SE 1/4 of said Section 4-31-28, said line also being the centerline of the aforementioned C.T.H. ZZ; thence N. 03°54'25" W., 410.00 feet

to the point of beginning of lands to be described; thence continue N. 03°54'25" W., 929.35 feet to the north line of the SW 1/4 of the SE 1/4 of said Section 4-31-28; thence N. 87°46'44" E., 497.02 feet along said north line; thence S. 03°54'25" E., 928.82 feet; thence S. 87°43'05" W., 497.00 feet to the point of beginning.

Said area to be zoned Small Residence (R-4) is 46.154 acres.

Amendment No. 2 – Map amendment to designate the following lands Park/Recreation (P-1):

A tract of land located in the SW 1/4 of the SE 1/4 of Section 4, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin. Bounded and described as follows: Commencing at the SE corner of said Section 4-31-28, said corner being at the intersection of Old Stage Road and C.T.H. ZZ; thence S. 87°43'05" W., 2325.50 feet along the south line of the SE 1/4 of said Section 4-31-28, said line also being the centerline of the aforementioned C.T.H. ZZ; thence N. 03°54'25" W., 410.00 feet to the point of beginning of lands to be described; thence continue N. 03°54'25" W., 929.35 feet to the north line of the SW 1/4 of the SE 1/4 of said Section 4-31-28; thence N. 87°46'44" E., 497.02 feet along said north line; thence S. 03°54'25" E., 928.82 feet; thence S. 87°43'05" W., 497.00 feet to the point of beginning.

Said area to be zoned Park/Recreation (P-1) is 10.60 acres.

SECTION 2. Available for Inspection.

A copy of this map amendment shall be permanently on file and open to public inspection in the Office of the Village Clerk two weeks prior to its adoption and after its enactment.

SECTION 3. Ordinances in Conflict.

All other ordinances in conflict herewith be, and the same hereby are repealed.

SECTION 4. Effective Date.

This ordinance shall take effect the date the signed ordinance is filed with the Village Clerk.

SECTION 5. Severability.

If a court of competent jurisdiction adjudges any section, clause, provision, or portion of this ordinance unconstitutional or invalid, the remainder of this ordinance shall not be affected thereby.

VILLAGE OF SISTER BAY

By: _____
Nate Bell, President

ATTEST:

Heidi Teich, Village Clerk

Ayes _____ Nays _____

Filed/Posted: _____

Village Administration Office, 2383 Maple Drive
Sister Bay Post Office, 10685 N Bay Shore Drive
Sister Bay Liberty Grove Library, 2323 Mill Road

ITEM 5.b. – LOGERQUIST AMENDMENT

ORDINANCE NO. 2025-010

CH 66 - ASSIGN A PERMANENT ZONING CLASSIFICATION TO THE FORMER LOGERQUIST PROPERTY

WHEREAS, on April 16, 2024, the Village of Sister Bay, via Ordinance No. 2024-013, assigned a temporary Institutional (I-1) zoning district classification to the former 'Logerquist' site, a 40.92 acre tract of land at the SE intersection of County Highway ZZ and Woodcrest Road;

WHEREAS, Chapter 66 of the Village of Sister Bay Municipal Code places limitations on temporary zoning districts and therefore on May 27, 2025, the Village of Sister Bay Plan Commission held a public hearing to place the west half of the parcel in an Institutional (I-1) zoning district, and the east half of the parcel in a Park/Recreation (P-1) zoning district.

NOW, THEREFORE, after a public hearing held May 27, 2025, the Plan Commission reviewed the zoning map amendment proposal, the intent of the code, the character of various zoning districts, and comments from the public, and made a recommendation to the Village Board. The Village of Sister Bay does hereby ordain, this 17th day of June, 2025, as follows:

SECTION 1. Amend the Zoning Map for the Village of Sister Bay. The zoning map is hereby amended as follows:

Amendment No. 1 – Map amendment to designate the following lands Institutional (I-1):

The west half of the following tract of land: All of the Northwest Quarter of the Northwest Quarter (NW 1/4 of the NW 1/4) of Section Nine (9), Township Thirty-one (31) North, Range Twenty-eight (28) East, in the Town of Liberty Grove, Door County, Wisconsin. The subject tract contains 40.92 acres.

Area to be rezoned Institutional (I-1) is approximately 20 acres.

Amendment No. 2 – Map amendment to designate the following lands Park/Recreation (P-1):

The east half of the following tract of land: All of the Northwest Quarter of the Northwest Quarter (NW 1/4 of the NW 1/4) of Section Nine (9), Township Thirty-one (31) North, Range Twenty-eight (28) East, in the Town of Liberty Grove, Door County, Wisconsin. The subject tract contains 40.92 acres.

Area to be rezoned Park/Recreation (P-1) is approximately 20 acres.

SECTION 2. Available for Inspection.

A copy of this map amendment shall be permanently on file and open to public inspection in the Office of the Village Clerk two weeks prior to its adoption and after its enactment.

SECTION 3. Ordinances in Conflict.

All other ordinances in conflict herewith be, and the same hereby are repealed.

SECTION 4. Effective Date.

This ordinance shall take effect the date the signed ordinance is filed with the Village Clerk.

SECTION 5. Severability.

If a court of competent jurisdiction adjudges any section, clause, provision, or portion of this ordinance unconstitutional or invalid, the remainder of this ordinance shall not be affected thereby.

VILLAGE OF SISTER BAY

By: _____

Nate Bell, President

ATTEST:

Heidi Teich, Village Clerk

Ayes _____ Nays _____

Filed/Posted: _____

Village Administration Office, 2383 Maple Drive
Sister Bay Post Office, 10685 N Bay Shore Drive
Sister Bay Liberty Grove Library, 2323 Mill Road

ITEM 5.c. – R-4 TEXT AMENDMENTS

ORDINANCE NO. 2025-011

**AN ORDINANCE AMENDING CH. 66 TO REVISE THE DIMENSIONAL STANDARDS
FOR THE SMALL RESIDENCE (R-4) ZONING DISTRICT**

WHEREAS, the Village of Sister Bay periodically reviews their ordinances to ensure they comply with the Wisconsin State Statutes and Administrative Code, the intent of adopted village plans, they have a regulatory framework to best protect the environment, they are easy and effective to understand and implement, and they support planning policies and trends; and,

WHEREAS, on May 27, 2025, the Plan Commission held a public hearing on an amendment to the Small Residence (R-4) dimensional standards section in the Village of Sister Bay Municipal Code, Chapter 66, *Zoning*, that were necessary to allow for affordable housing to be built on property they own and plan to develop for affordable housing, implement affordable housing initiatives proposed by the Housing Committee, meet the intent of the comprehensive plan, and follow national trends in planning practices.

NOW, THEREFORE, after consideration of the code amendments recommended by the Plan Commission, on June 17th, 2025, the Village Board of the Village of Sister Bay voted to amend Ch. 66, *Zoning*, as shown below.

SECTION 1. Adoption of Code Amendments. Shown below are the amendments to the code, with deletions shown with a strikethrough and additions shown in red font.

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

<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
<u>Principal Structure</u>	Minimum Floor Area (Two Bedrooms)	1,000 900 Square Feet
	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 (e.g. the porch); 20 feet from wall to right-of-way
	Front Yard (Not On Public Street)	40 20 Feet From Edge of a Road 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>	From Principal Structure, Accessory Structure 120 Square Feet Or Less	Five Feet 3 2]
	From Principal Structure, In Excess of 120 Square Feet	10 Feet
	Side Yard	Five Feet One Side; 20 Feet Total 2
	Rear Yard	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.		

SECTION 2. Available for Inspection.

A copy of this ordinance shall be permanently on file and open to public inspection in the Village Administration Office two weeks prior to its adoption and after its enactment.

SECTION 3. Ordinances in Conflict.

All other ordinances in conflict herewith be, and the same hereby are repealed.

SECTION 4. Effective Date.

This ordinance shall take effect and be in full force from and after June 17, 2025.

SECTION 5. Severability.

If a court of competent jurisdiction adjudges any section, clause, provision, or portion of this ordinance unconstitutional or invalid, the remainder of this ordinance shall not be affected thereby.

VILLAGE OF SISTER BAY

By:

Nate Bell, Village President

ATTEST:

Heidi Teich, Village Clerk

Ayes: _____ Nays: _____

Filed/Posted: _____
Village Administration Office, 2383 Maple Drive
Sister Bay Post Office, 10685 N Bay Shore Drive
Sister Bay Liberty Grove Library, 2323 Mill Road
Effective Date: June 18, 2025

ITEM 6.a. – FAUERBACH COTTAGE ADDITION



STAFF REPORT – EXPAND COTTAGE RESORT UNIT

Date: May 27, 2025

Board/Committee: Plan Commission

Author: Julie A. Schmelzer, Village Administrator

Mr. Fauerbach owns a unit in an older cottage resort. The resort has four cottages and is located in a R-1 district, so the use is nonconforming ('multiple occupancy developments', aka, more than home on a lot, are not allowed in a R-1 district).

He wishes to expand his unit, but the existing cottage and the proposed addition don't meet the 10' setback from the side lot line -- none of the units are 10' from the lot line. A few years ago one of the other units received approval to add onto their unit, much like Mr. Fauerbach proposes to do. (The unit previously approved is No. 10883, Unit 2, which is approximately the same size structure Mr. Fauerbach proposes.)

Attached is an email sent to the owner explaining why a conditional use permit is required for his project, as well as information provided by Mr. Fauerbach.

If the Commission feels comfortable with the proposal, and has no requested alterations, the matter will be scheduled for a public hearing.

From: [Karl Fauerbach](#)
To: [Julie Schmelzer](#)
Subject: Re: Zoning Permit Application
Date: Thursday, April 24, 2025 5:09:36 PM

Thanks Julie for your consideration in this matter! If the planning commission prefers to meet with applicants first, then that's what I would like to do so that I can assure them that there would be no negative effects with the expansion. I will fill out the application and send in the \$500 fee Monday or Tuesday this coming week.
 Thanks again, Karl.

On Thu, Apr 24, 2025 at 3:11 PM Julie Schmelzer <julie.schmelzer@sisterbaywi.gov> wrote:

Karl and Jeanie,

I was finally able to review your application, the code, and the history of how other similar projects were treated. Your situation is quite unique and not something we run into often. Normally, when there are four homes on a lot, we consider the property a 'nonconforming multiple occupancy development' and do not allow any expansions. And, normally if a structure doesn't meet setbacks, no addition would be allowed without a variance. But that's not the case with our code. In conclusion, no, you will not need a variance, but you will need a conditional use permit, which also requires a public hearing.

Sec. 66.0911(4) of our code explains an addition to a nonconforming structure can be authorized by a conditional use permit rather than a variance, in certain situations. Specifically, the code reads, "Benign non-conforming structures shall not be moved, enlarged or modified unless the structure(s) including the additions and enlargements is/are made to conform in every respect to the requirements of the zone where the structure is located. However, the Plan Commission may approve Conditional Use Permits for the expansion or redevelopment of properties which have been previously developed and do not conform to the requirements in this Code, provided that the expansion or redevelopment is designed for a permitted use. The conditional use permits may permit deviation from the regulations, including parking requirements, when it can be found that:

- (a) Strict conformance to the Zoning Code requirements would preclude viable expansion or redevelopment of the site.
- (b) Strict conformance to the Zoning Code would result in disorderly or illogical transitions between existing and expanded areas of the site.
- (c) Deviation from the Zoning Code regulations would not jeopardize the public health, safety and welfare and would produce a quality built environment.
- (d) De minimis deviations from a dimensional requirement or standard would not have a negative impact on neighborhood character.

In the above, the key phrase is “provided that the expansion or redevelopment is *designed* for a permitted use”. Your property is zoned Single Family Residential (R-1). If this is a single-family residence, a residence is a permitted use in the district. But...this is a property with more than one residence, making it a nonconforming use. This creates a situation where the code has to be questioned: if the addition is ‘*designed* for a permitted use’, meaning designed for use as a single-family home, then I believe it is appropriate to apply for the conditional use permit. If the addition is *designed* for a commercial use, then I would say the project is not able to be authorized by conditional use, and instead needs a variance.

So, a conditional use might be granted by the Plan Commission if a-d above can be satisfied. The following is the link to the conditional use permit application:
<https://app.heygov.com/sisterbaywi.gov/forms/conditional-use-permit/send>. Please complete the form and return it/electronically submit it with a statement explaining how you satisfy a-d above. Once I have the completed form, statement, and non-refundable \$500 conditional use permit fee, I can schedule the matter for a public hearing. If approved, the Plan Commission may require a Development Agreement too (cost \$1000), but that is their decision. The Plan Commission prefers to meet with applicants before the hearing is scheduled, but that is not mandatory. Do you prefer to review the project with them ahead of time, or, have me schedule the matter for a hearing right away (once the materials have been submitted)?

Julie Schmelzer

Village Administrator

RECEIVED MAR 31 2025

March 23rd, 2025

To Whom It May Concern:

My name is Karl L Fauerbach. I am the president of Rainbow Cottages, a four unit condominium complex located in the Village of Sister Bay Wisconsin, specific addresses being, 10883, 10885, 10887 and 10889 N. Bay Shore Dr. 54234.

I have submitted my plans for an addition of 10885 N. Bay Shore Dr. Unit 4 to all of the other unit owners. I have attached letters of acceptance of the proposed plan from each of the other 3 owners in accordance with our condominium bylaws.

Said anticipated construction does not violate any of the Articles of the Condominium Declarations nor does it violate any of the Rules and Regulations as set forth within the By Laws of Rainbow Condominium Association.

I have also included letters of acceptance from our adjoining neighbors to the north and to the south.

If you have any questions, please contact me at 815-494-4392.

Sincerely Yours,



Karl L Fauerbach
President
Rainbow Condominium Association

Plot Date: 02/16/2025 11:04 AM
Drawing Name: S:\190300209\1 - S\190300209\190300209.dwg
User: JMM

THE DRAWING SHALL BE USED FOR THE PURPOSES OF THE PROJECT ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE DRAWING IS THE PROPERTY OF STANTEC AND SHALL BE KEPT IN CONFIDENTIALITY. THE COPYRIGHT TO ALL RIGHTS AND INTERESTS ARE RESERVED BY STANTEC.

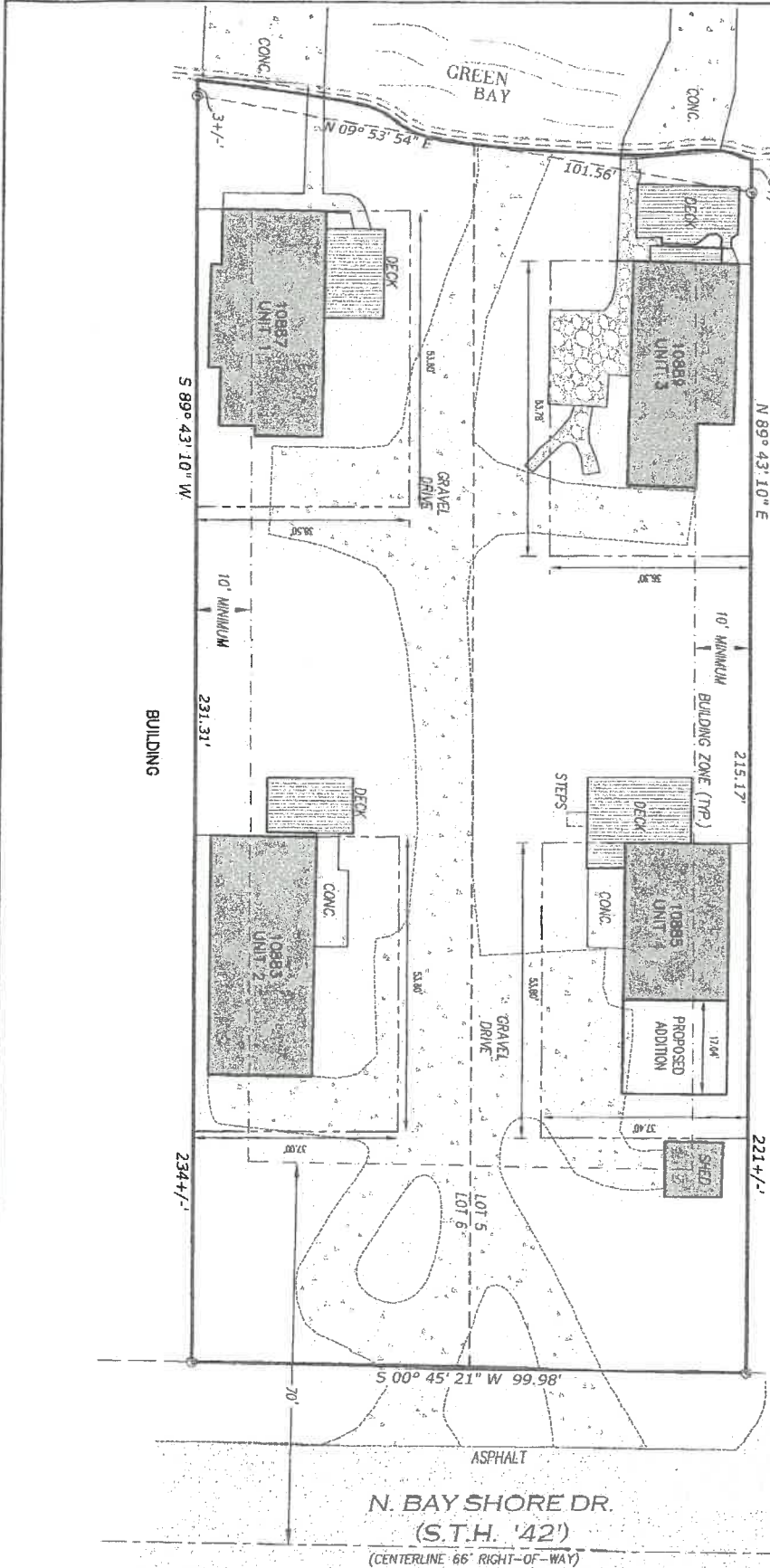
LEGEND
⊗ - FOUND 1" STEEL PIPE

- NOTES:
- EXTERIOR SHOWN PER FOUND PIPE
 - BASIS OF BEARINGS IS WISCONSIN COUNTY COORDINATE SYSTEM - DOOR.
 - THE AGGREGATE FOR THE SIDE YARD SETBACK MUST BE 25'

CAVEAT:
Building zones depicted are based on building setbacks in effect at time of recording. They should not be relied upon without first obtaining written verification thereof from the Village of Sister Bay.

BEING:
LOTS 5 AND 6 OF SPRING GROVE PLAT

LOCATED IN:
THE NW 1/4 OF THE NE 1/4 OF GOVERNMENT LOT 1,
SECTION 5, TOWNSHIP 31 NORTH, RANGE 28 EAST,
VILLAGE OF SISTER BAY,
DOOR COUNTY,
WISCONSIN



EXISTING IMPERVIOUS INFORMATION

BUILDINGS	= 2,556 SF
STONE/CONCRETE	= 764 SF
GRAVEL	= 5,914 SF
DECKS/STEPS	= 813 SF
LOT AREA	= 22,582 SF
TOTAL IMPERVIOUS	= 10,447 SF
RATIO	= 46.24%

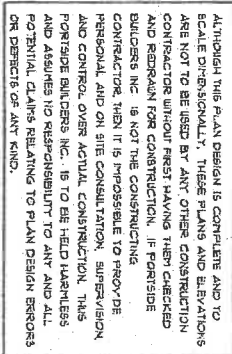
EXISTING CONDITIONS MAP
KARL & JEANIE FAUERBACH
9617 BALDWIN DRIVE
MACHESNEY PARK, IL
61115

SURVEY BY: C.M.M. / M.G.M.
DRAWN BY: C.M.M.
DESIGNED BY:
CHECKED BY: M.G.M.
APPROVED BY: J.M.M.
DATE: 2-18-25

Sturgeon Bay Office
312 N. 5TH AVENUE
PHONE: 920-745-8211
WWW.STANTEC.COM



PROJECT NUMBER
190300209
SHEET NUMBER
1 OF 1



PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

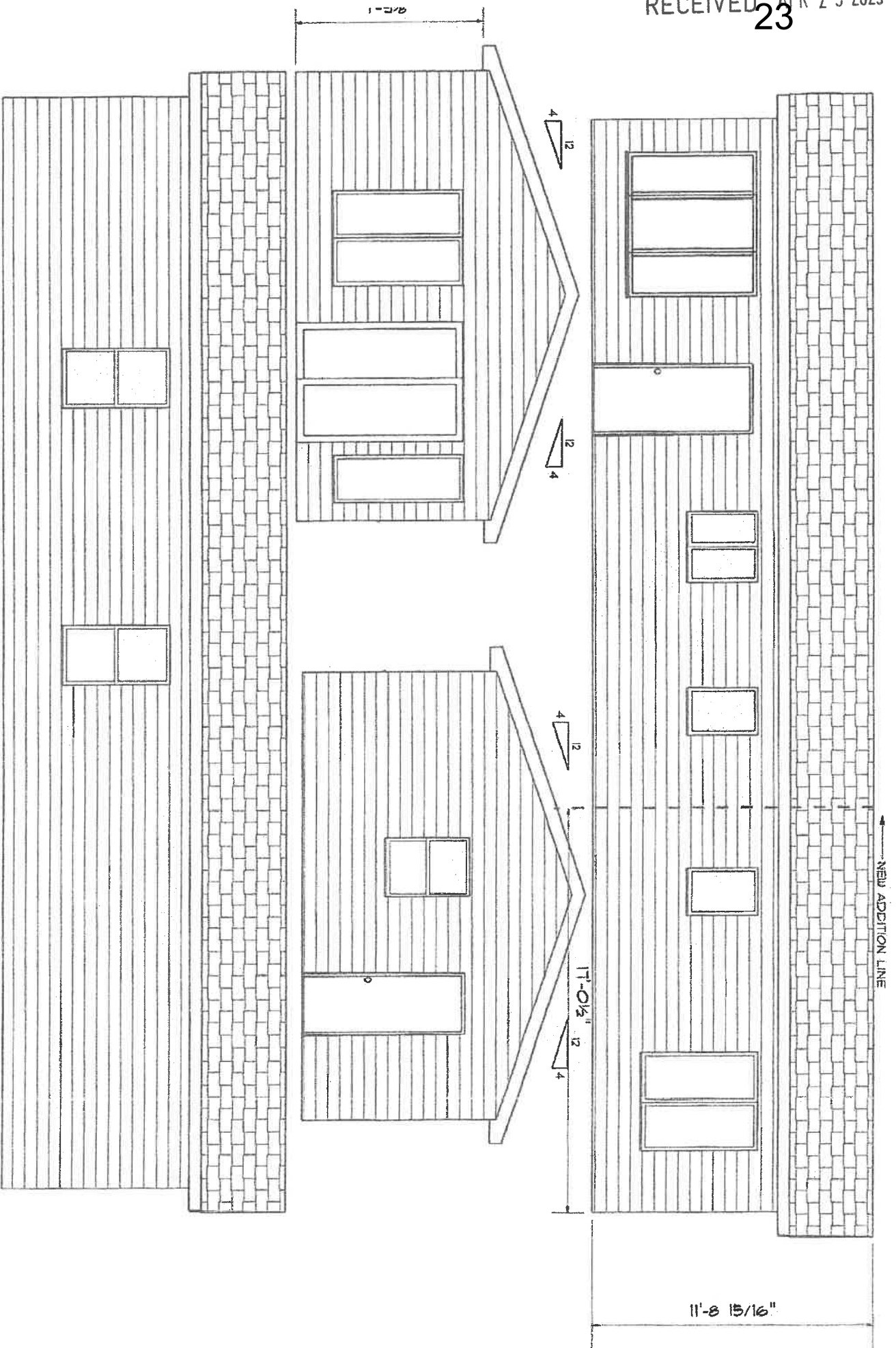
NOTICE OF COPYRIGHT

These plans are copyrighted and are subject to copyright protection as an "architectural work" under Sec. 102 of the Copyright Act, 17 U.S.C. as amended December 1990 and known as Architectural Works Copyright Protection Act of 1990. The protection includes but is not limited to the extent: From the use as the arrangement and composition of spaces and elements of the design. Under such protection, unauthorized use of these plans, work or building represented, can legally result in the cessation of construction of buildings being raised and/or monetary compensation to Portico Builders Inc.

NAME: FAUERBACH
LOCATION: SISTER BAY
DRAWN BY: KYLE DAUGHT
DATE: 02-17-2024
SCALE: 3/16" = 1'0"

The logo features the word "Bob's" in a large, stylized font where the letters are interconnected. Below it, the words "Signs & Graphics, INC." are written in a smaller, sans-serif font.

Bob's
Signs & Graphics, INC.



ALTHOUGH THIS PLAN DESIGN IS COMPLETE AND TO SCALE DIMENSIONALITY, THESE PLANS AND ELEVATIONS ARE NOT TO BE USED BY ANY OTHER CONSTRUCTION CONTRACTOR WITHOUT FIRST HAVING THEM CHECKED AND REBRAIN FOR CONSTRUCTION. IF PORTSIDE BUILDERS INC. IS NOT THE CONSTRUCTING CONTRACTOR, THEN IT IS IMPOSSIBLE TO PROVIDE PERSONAL AND ON SITE CONSULTATION, SUPERVISION AND CONTROL OVER ACTUAL CONSTRUCTION. THIS PORTSIDE BUILDERS, INC. IS TO BE HELD HARMLESS AND ASSUMES NO RESPONSIBILITY TO ANY AND ALL POTENTIAL CLAIMS RELATING TO PLAN DESIGN ERRORS

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

NOTICE OF COPYRIGHT
These plans are copyrighted and are subject to copyright protection as an "architectural work" under Sec. 102 of the Copyright Act, 17 U.S.C. as amended December 1990 and known as Architectural Works Copyright Protection Act of 1990. This Protection includes but is not limited to the overall form, as well as the arrangement and composition of spaces and 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 building being seized and/or

NAME: FAUERBACH
LOCATION: SISTER BAY
DRAWN BY: KYLE DAOLST
DATE: 02-11-2024
SCALE: 3/16" = 1'0"



RECEIVED MAR 3 1 2025

To: Village of Sister Bay Wi

Ref: 10885 N. Bay Shore Drive remodel

To whom it may concern:

As the owner of 10877 N. Bay Shore Dr. Sister Bay Wi.

Property code 181270009

I have no objection to the attached plans submitted for variance approval by the petitioner Karl and Jeanie Fauerbach with respect to the proposed addition of their property at 10885 N Bay Shore drive, Sister Bay Wi. That addition would be adding 17' to the east end of their home and the variance requested is to be closer to the lot line than currently allowed by city ordinance.

Rodney Hedeem

 Date 3-2-2025

RECEIVED MAR 31 2025

To: Village of Sister Bay Wi

Ref: 10885 N. Bay Shore Drive remodel

To whom it may concern:

We the owners of 10891 N. Bay Shore Dr. Sister Bay Wi.

Property code 181270003A

Without setting any precedent we have no objection to the attached plans submitted for variance approval by the petitioner Karl and Jeanie Fauerbach with respect to the proposed addition of their property at 10885 N Bay Shore drive, Sister Bay Wi. That addition would be adding 17' to the east end of their home and the variance requested is to be closer to the lot line than currently allowed by city ordinance. This in no way conveys acceptance of any other projects current or in the future bordering our lot to the North or South.

Harry Murphy

Harry Murphy Date 3-3-2025

Patricia Murphy

Patricia Murphy Date 3-3-2025

March 11, 2025

Karl and Jeanie Fauerbach
9617 Baldwin Drive
Machesney Park, IL 61115

Dear Karen Crummy,

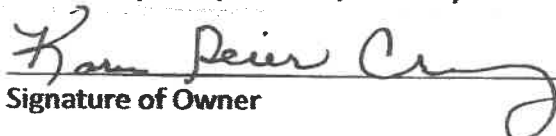
This letter is to inform you as the registered owner of Unit # 1 of Rainbow Condominium, that Karl and Jeanie Fauerbach (the owners) of Unit # 4, would like to expand Unit # 4 per the floor, site and elevation plans attached (Exhibits A, B and C respectively). In accordance with section 4.2 of the Condominium Declaration for Conditions, Covenants, Restrictions and Easements for Rainbow Condominium Association, we ask for your written approval of the expansion as set forth in Exhibits A, B and C. The attached plans will be presented to the Village of Sister Bay Zoning Board for approval after receipt of unanimous written approval of the Owners Association. Proposed construction would be completed by (Port Side Builders). The estimated start of construction would be mid-October, 2025 with a targeted completion date of Mid-April 2026.

Having no objection, please sign and return this form to Karl and Jeanie Fauerbach using the self-addressed stamped envelope or emailing to Fauerbach3807@gmail.com as soon as possible. Please keep a copy for your records.

Approval of the Expansion of Unit # 4 of Rainbow Condominium

Geier

I Karen Crummy approve of the expansion on Unit # 4 per the attached site plan, floor plan, and elevation plans (Exhibit A, B and C).



Signature of Owner

03-18-2025

Date

Signature of Co-Owner

Date

Signature of Co-Owner

Date

RECEIVED MAR 31 2025

March 11, 2025

Karl and Jeanie Fauerbach
9617 Baldwin Drive
Machesney Park, IL 61115

Dear Representative of Rainbow Cottage unit 3,

This letter is to inform you as the representative registered owner of Unit #3 of Rainbow Condominiums, that Karl and Jeanie Fauerbach (the owners) of Unit # 4, would like to expand Unit # 4 per the floor, site and elevation plans attached (Exhibits A, B and C respectively). In accordance with section 4.2 of the Condominium Declaration for Conditions, Covenants, Restrictions and Easements for Rainbow Condominium Association, we ask for your written approval of the expansion as set forth in Exhibits A, B and C. The attached plans will be presented to the Village of Sister Bay Zoning Board for approval after receipt of unanimous written approval of the Owners Association. Proposed construction would be completed by (Port Side Builders). The estimated start of construction would be mid-October, 2025 with a targeted completion date of Mid-April 2026.

Having no objection, please sign and return this form to Karl and Jeanie Fauerbach using the self-addressed stamped envelope or emailing to Fauerbach3807@gmail.com as soon as possible. Please keep a copy for your records.

Approval of the Expansion of Unit # 4 of Rainbow Condominium

I, the undersigned, being the representative owner of unit 3 Rainbow condominiums approve of the expansion on Unit # 4 per the attached site plan, floor plan, and elevation plans (Exhibit A, B and C).

Name Christine A Neigum

Christine A Neigum
Signature of representative Owner

3-13-2025
Date

RECEIVED MAR 31 2025

March 11, 2025

Karl and Jeanie Fauerbach
9617 Baldwin Drive
Machesney Park, IL 61115

Dear William Ackerson

This letter is to inform you as the registered owner of Unit #2 of Rainbow Condominiums, that Karl and Jeanie Fauerbach (the owners) of Unit # 4, would like to expand Unit # 4 per the floor, site and elevation plans attached (Exhibits A, B and C respectively). In accordance with section 4.2 of the Condominium Declaration for Conditions, Covenants, Restrictions and Easements for Rainbow Condominium Association, we ask for your written approval of the expansion as set forth in Exhibits A, B and C. The attached plans will be presented to the Village of Sister Bay Zoning Board for approval after receipt of unanimous written approval of the Owners Association. Proposed construction would be completed by (Port Side Builders). The estimated start of construction would be mid-October, 2025 with a targeted completion date of Mid-April 2026.

Having no objection, please sign and return this form to Karl and Jeanie Fauerbach using the self-addressed stamped envelope or emailing to Fauerbach3807@gmail.com as soon as possible. Please keep a copy for your records.

Approval of the Expansion of Unit # 4 of Rainbow Condominium

I William Ackerson approve of the expansion on Unit # 4 per the attached site plan, floor plan, and elevation plans (Exhibit A, B and C).



Signature of Owner

3/15/25

Date

Signature of Co-Owner

Date

Signature of Co-Owner

Date

ITEM 6.b. – BOATHOUSE



STAFF REPORT – BOATHOUSE

Date: May 27, 2025

Board/Committee: Plan Commission

Author: Julie A. Schmelzer, Village Administrator

Last month the commission reviewed a request from the Historical Society to convert the museum at the marina to a waterfront museum. At that time, the commission had two issues they were concerned about:

By consensus the commission agreed to tentatively approve the renovation, pending the elevator and restrooms issues are satisfactorily resolved at their next meeting. A Development Agreement will be required.

The architect, Marc Isaksen, has provided a letter explaining no elevator would be required (see attached).

I emailed the Building Inspector to determine if the restroom would need to be upgraded to an ADA accessible restroom, and he indicated it would depend on building size and other factors, and explained that would be a determination made by E-Plan Exam, the firm we use as our state plans examiner. In other words, after we approve the use, the Historical Society still has to get their plans approved by the state, and if modifications are necessary, they would be addressed at that time.

Attached is a draft Development Agreement for consideration.

Be advised the village still needs to enter an operational agreement with the Historical Society, but that document is on hold pending whether the change of use is approved.

Mike Kahr

Re: Sister Bay Boat House renovation

Hi Mike,

The question has been brought up regarding the requirements to meet the accessibility requirements for commercial buildings. The existing building will be treated as an existing commercial building going through a change of use. The codes that come into play will be the 2015 International Existing Building Code (IEBC) and the 2015 International Building Code (IBC). The two code sections that I believe will determine if an elevator is required are listed below. The IBC code section would not require an elevator for floor levels that have less than 3000 sq.ft. There is one exception - 4, that government buildings do not get to use this exception. While the building is owned by a government entity, I do not believe the use would trigger this exception.

If we cannot use the exception, the IEBC code section 705.2 limits the amount of money you would have to spend on accessibility features to 20% of the cost of the alterations to the building. Based on the cost of what it would take to install an elevator into the existing building, we would not be required to install one.

2015 IBC:

1104.4 Multistory Buildings and Facilities

At least one accessible route shall connect each accessible story and mezzanine in multilevel buildings and facilities.

Exceptions:

1. An accessible route is not required to stories and mezzanines that have an aggregate area of not more than 3,000 square feet (278.7 m²) and are located above and below accessible levels. This exception shall not apply to:
 1. Multiple tenant facilities of Group M occupancies containing five or more tenant spaces used for the sales or rental of goods and where at least one such tenant space is located on a floor level above or below the accessible levels;
 2. Stories or mezzanines containing offices of health care providers (Group B or I);

3. Passenger transportation facilities and airports (Group A-3 or B); or
4. Government buildings.

2015 IEBC:

705.2 Alterations Affecting an Area Containing a Primary Function

Where an alteration affects the accessibility to a, or contains an area of, primary function, the route to the primary function area shall be accessible. The accessible route to the primary function area shall include toilet facilities and drinking fountains serving the area of primary function.

Exceptions:

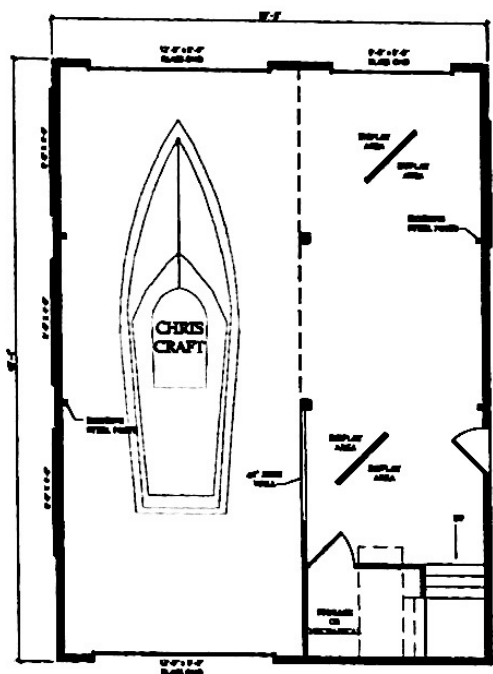
1. The costs of providing the accessible route are not required to exceed 20 percent of the costs of the alterations affecting the area of primary function.
2. This provision does not apply to alterations limited solely to windows, hardware, operating controls, electrical outlets and signs.
3. This provision does not apply to alterations limited solely to mechanical systems, electrical systems, installation or alteration of fire protection systems and abatement of hazardous materials.
4. This provision does not apply to alterations undertaken for the primary purpose of increasing the accessibility of a facility.
5. This provision does not apply to altered areas limited to Type B dwelling and sleeping units.

If you have any questions regarding the code sections, please feel free to give me a call or email me.

Marc Isaksen

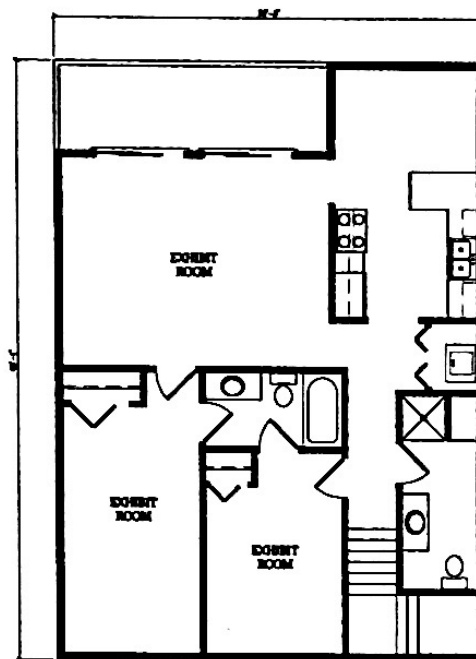


Architect, AIA, ALA
Marc Isaksen Design, LLC



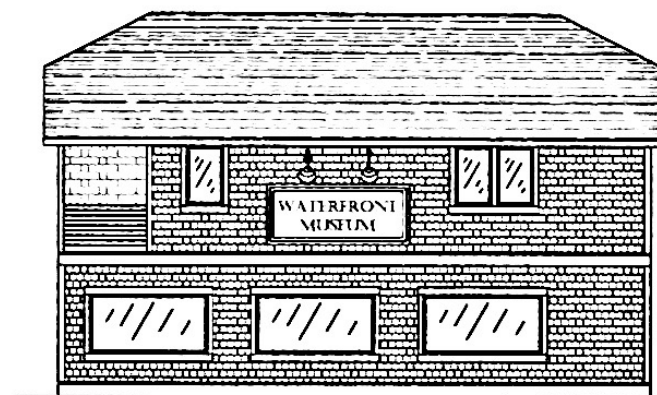
FIRST FLOOR PLAN - 'C'

SCALE 1/8" = 1'-0"



SECOND FLOOR PLAN

SCALE 1/8" = 1'-0"



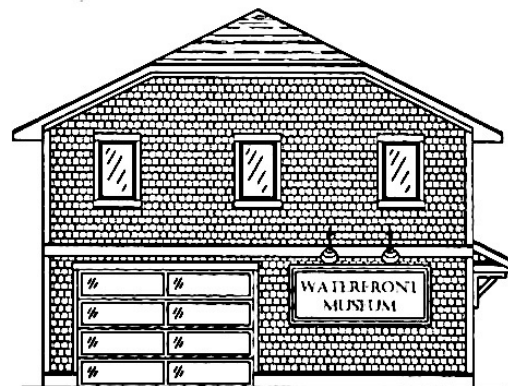
SOUTH ELEVATION

SCALE 1/8" = 1'-0"



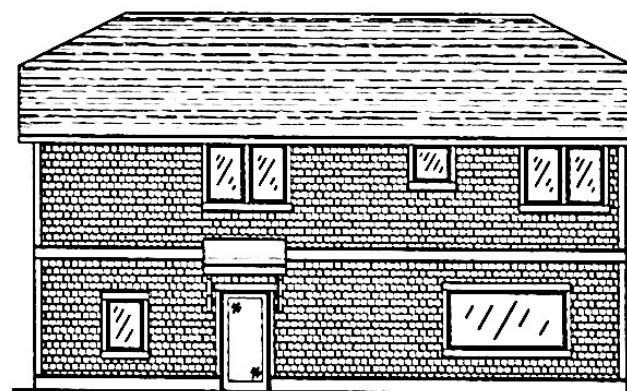
WEST ELEVATION

SCALE 1/8" = 1'-0"



EAST ELEVATION

SCALE 1/8" = 1'-0"



NORTH ELEVATION

SCALE 1/8" = 1'-0"

MARC ISAKSEN DESIGN, L.L.C.
 1000 W. MAIN ST. SUITE 100
 PORTLAND, ME 04101
 TEL: 603.761.1234
 FAX: 603.761.1235
 WWW.MARCISAKSENDESIGN.COM

REV	DATE	DESCRIPTION

DESIGNED BY
 CHECKED BY

PROJECT NO.
 25-107

SISTER BAY BOATHOUSE
 PRELIMINARY PLANS

SISTER BAY

DATE
 04/16/25

PROJECT NO.
 25-107

DATE
 04/16/25

PROJECT NO.
 25-107

DATE
 04/16/25

PROJECT NO.
 25-107

DATE
 04/16/25

PROJECT NO.
 25-107

DEVELOPMENT AGREEMENT
FOR VILLAGE OF SISTER BAY PARCEL NO. 181-00-05312841N1
Sister Bay Historical Society, Waterfront Museum, to be located at
10697 North Bay Shore Drive
(Property Owner: Village of Sister Bay, c/o Marina Committee)

THIS AGREEMENT made this 17th day of June, 2025, between the Sister Bay Historical Society ("the Developer") and the Village of Sister Bay in the County of Door and the State of Wisconsin ("the Village").

WHEREAS, the Developer will be the lessee of Village of Sister Bay Parcel Nos. 181-00-05312841N1, located at 10697 North Bay Shore Drive ("the Property"); and,

WHEREAS, the Developer plans to renovate an existing boathouse and use the structure as a waterfront museum on the site ("the Development"); and,

WHEREAS, the Property is presently zoned B-3 (Downtown Business), and the previously mentioned Development is allowed in that District as an accessory use to a marina; 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:

Sister Bay Historical Society - Waterfront Museum - Development Agreement

AGREEMENT**SECTION 1. VILLAGE APPROVALS:**

1. The Developer agrees to renovate the existing boathouse and change the use of said structure to a waterfront museum, 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 **June 17, 2027**, this Development Agreement shall be void.
 - a) The building elevation drawings, and floor plans, as approved at the May 27, 2025, meeting of the Plan Commission and approved at the June 17, 2025, meeting of the Village Board.
 - b) The parking lot shall be re-stripped to accommodate a sidewalk parallel to the bay, and provision for three parking stalls. A regular zoning permit is required for the parking lot. Said lot shall be surfaced with asphalt or concrete.
 - c) No exterior lighting shall be installed prior to receiving approval of the Village Plan Commission Chair and the Village Administrator.
 - d) No construction is to occur between Memorial Day and the Monday following Fall Fest.
 - e) No approvals have been given for a sign. All signs must comply with Chapter 66 of the Municipal Code and require separate approvals.
 - f) Refuse is to be removed by employees or volunteers of the Historical Society and disposed of off-site. Except for refuse and recycling containers maintained by the village, no exterior refuse containers or dumpsters shall be allowed on the Property.
 - g) The Developer is responsible for securing state plan approval and building permits; paying utility connection impact fees, if any; and securing any necessary approvals from the Wisconsin Department of Natural Resources.
 - h) Events, if any, may require the authorization of the Marina Committee or the Parks, Property & Streets Committee. Developer is to check with the appropriate oversight committee prior to planning any events.

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 established non-profit organization, 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 organization that may in any way jeopardize or materially and adversely affect the ability to perform the obligations hereunder.

Sister Bay Historical Society - Waterfront Museum - Development Agreement

3. The Developer has, at this time, or is projected to, 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 Regular Zoning Permit authorizing construction and the actual change of use are only valid for the period specified elsewhere in this Agreement (**June 17, 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 **June 17, 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 a Certificate of Compliance for the Development when completed. 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.
- b) The Developer has paid all required permit fees, impact fees, and connection fees in full as required and in effect at the time of this Agreement.
- c) The Developer is not in material default on any aspect of this Agreement.
- d) 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".

A. 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**

Sister Bay Historical Society - Waterfront Museum - Development Agreement

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. 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.
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.

B. WATER MAIN AND SANITARY SEWER MAIN SYSTEM:

The Developer hereby agrees that water main and sanitary sewer main system improvements, if any, 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.

C. 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.

D. 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 5. 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. Per the Developer, the propane tank will be buried. 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 October 22, 2024. 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 6. 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

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

SECTION 7. 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 8. 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 9. 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;
- 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 10. 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;

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- 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 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 11. 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

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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

Sister Bay Historical Society
Attn. John Lijewski, President
P.O. Box 34
Sister Bay, WI 54234

SECTION 12. 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 13. 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 (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.

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1 ☐ *Village to check if applicable:* All covenants, stipulations, promises, agreements and obligations of the
 2 Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and
 3 obligations of the Village and not of any governing body, member, officer, agent, servant or employee or
 4 the Village.
 5

6 **SECTION 14. INSURANCE:**

7 The Developer, his contractors, suppliers and any other individual working on the subject lands shall
 8 maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in
 9 the amounts as required by the Village. (Please refer to the *Liability Insurance Specifications for*
 10 *Construction Projects Schedule*, which is attached to this Development Agreement.)
 11

12 Nothing contained within this Agreement is intended to be a waiver or estoppels of the contracting
 13 municipality or its insurer to rely upon the limitations, defenses, and immunities contained with Wisconsin
 14 law, including but not limited to, those contained within Wisconsin Statutes Section 893.80, Section
 15 895.52 and Section 345.05. To the extent that indemnification is available and enforceable, neither the
 16 municipality nor its insurer shall be liable in indemnity or contribution for an amount greater than the
 17 limits of liability for municipal claims established by Wisconsin law.
 18

19 **SECTION 15. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:**

20 The parties mutually agree that the Village President and/or the Village Clerk will enter into and are
 21 signatory to this Agreement solely in their official capacity and not individually, and neither of them shall
 22 have any personal liability or responsibility hereunder. Any personal liability as may otherwise exist for
 23 the Village President and/or the Village Clerk with respect to the Development is hereby expressly
 24 released and/or waived.
 25

26 **SECTION 16. GENERAL CONDITIONS AND REGULATIONS:**

27 All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall
 28 bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This
 29 Agreement and all work and improvements required hereunder shall be performed and carried out in
 30 strict accordance with and subject to the provisions of said Ordinances.
 31

32 **SECTION 15. ZONING:**

33 The Village does not guarantee or warrant that the subject lands of this Agreement will not at some later
 34 date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district.
 35 It is further understood that any rezoning that may take place shall not void this Agreement.
 36

37 **SECTION 16. COMPLIANCE WITH CODES AND STATUTES:**

38 The Developer shall comply with all current and future applicable Codes of the Village, County, State and
 39 federal government and, further, Developer shall follow all current and future lawful orders of all duly
 40 authorized employees and/or representatives of the Village, County, State or Federal Government.
 41

42 **SECTION 17. ASSIGNMENT:**

43 The Developer shall not transfer, sell, or assign the Property or assign this Development Agreement or its
 44 obligation hereunder without the express prior written consent of the Village until the Developer has fully
 45 complied with its obligations under this Development Agreement. Any such consent requested of the
 46 Village prior thereto may be withheld, conditioned or delayed for any reasonable reason. If assignment
 47 does occur, the assignee must agree to all terms and conditions of this document in writing.
 48

SECTION 18. PARTIES BOUND:

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

SECTION 19. AMENDMENTS:

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

SECTION 20. DURATION:

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

[Signature page to follow]

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

DEVELOPER

Sister Bay Historical Society

By:

Attn. John Lijewski, President

STATE OF WISCONSIN)

) ss:

COUNTY OF _____)

Personally came before me this ____ day of _____, 20____, the above named JOHN LIJEWSKI, on behalf of Sister Bay Historical Society, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of WI

My commission expires: _____

VILLAGE OF SISTER BAY

By:

Nate Bell

Village President

STATE OF WISCONSIN)

) ss:

COUNTY OF DOOR)

Personally came before me this ____ day of _____, 20____, the above named NATE BELL, Village President, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be the Village President of said municipal corporation, who acknowledged the execution of the foregoing instrument as said officer as the deed of said municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the ____ day of _____, 20____.

Notary Public, State of WI

My commission expires: _____

Approved As To Form:

Village Attorney

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EXHIBIT A
PROPERTY DESCRIPTION

Village of Sister Bay Tax Parcel No. 181-00-05312841N1

Property Address: 10697 North Bay Shore Drive

Legal Description:

Part of Government Lot Three (3), Section Five (5), Township Thirty-one (31) North, Range Twenty-eight (28) East, in the Village of Sister Bay, Door County, Wisconsin, described as follows:

Commencing at the Southeast corner of Section 5, Township 31 North, Range 28 East; thence North 57 deg. 05 min. 22 sec. West, 2706.45 feet to the centerline of STH 42 and the point of beginning; thence North 57 deg. 16 min. 11 sec. West, 26.78 feet to a $\frac{3}{4}$ inch rod; thence continue North 57 deg. 16 min. 11 sec. West, 165.71 feet to a found 1 inch iron pipe being South 57 deg. 16 min. 11 sec. East, 41 feet more or less from the high water mark of Sister Bay and the beginning of a meander line; thence North 65 deg. 45 min. 35 sec. East along said meander line, 59.64 feet to a point being South 57 deg. 16 min. 11 sec. East, 32 feet more or less from the high water mark of Sister Bay and the end of said meander line; thence South 57 deg. 16 min. 11 sec. East, 18.82 feet; thence South 34 deg. 51 min. 59 sec. West, 1.68 feet; thence South 57 deg. 16 min. 11 sec. East, 26.70 feet; thence North 34 deg. 51 min. 59 sec. East, 1.68 feet; thence South 57 deg. 16 min. 11 sec. East, 113.74 feet to the centerline of STH 42; thence South 31 deg. 45 min. 31 sec. West along said centerline, 50.01 feet to the point of beginning.

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

The detailed standards for the design and construction of all improvements, as applicable, 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.

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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.

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7. **STREETS (IF APPLICABLE)**

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

8. **MISCELLANEOUS**

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

The Developer:

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

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- 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

Sister Bay Historical Society - Waterfront Museum - 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.

Sister Bay Historical Society - Waterfront Museum - Development Agreement

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

ITEM 6.c. – PENNISTON CHANGE OF USE/PARKING



STAFF REPORT – NEW RETAIL; PARKING CONSIDERATION

Date: May 27, 2025

Board/Committee: Plan Commission

Author: Julie A. Schmelzer, Village Administrator

Scott and Kathleen Penniston purchased the former Cox property at the NE corner of N Bay Shore Drive and Mill Rd. The building is the site of Midsommer Apothecary and Luminarium, a former real estate office, and a short-term rental. The Penniston's seek approval to change the office to a retail space.

There is only room for two vehicles to park onsite, and per the Plan Commission, those two stalls are for the short-term rental, which is located on the second floor of the building. Midsommer occupies Suite B and was allowed to operate with one parking stall, and paid a one time parking fee of \$3000. The real estate office (Suite A) was allowed to operate without a parking stall – it is this space the owners propose to convert to a retail area.

Per the plans submitted, the retail area proposed (Suite A) would be 16' x 32' (512 sq. ft.) and have two employees at the greatest shift. Parking in B-3 is one stall per 300 sq. ft., so in total, including employees, four parking stalls are required for the new retail space.

We do allow for a fee-in-lieu of parking. The rate is \$1000 per stall per year, and the fee is set aside in a special parking fund. The owners have requested leniency, per their attached request (provide a one time fee, like we did for Midsommer, and just for the employees).

May 8, 2025

Village of Sister Bay – Plan Commission
2383 Maple Drive
P.O. Box 769
Sister Bay, WI 54234

Subject: Request for Adjustment to Required Parking under Sec. 66.0404 - Fee In Lieu of Creating Parking Spaces - Suite A at 10668 N. Bay Shore Drive, Sister Bay, WI 54234

Dear Esteemed Members of the Sister Bay Plan Commission,

We are writing to respectfully request approval from the Plan Commission for an adjustment to the required off-street parking for Suite A, located at 10668 N. Bay Shore Drive, Sister Bay, WI 54234, as outlined in Village of Sister Bay Ordinance Sec. 66.0404, "Adjustments to Required Parking."

We are proposing a change of use for Suite A from its current office use to a retail establishment. The current lessee is looking to expand business operations, therefore will likely be leaving our building within the 2025 calendar year. Based on the Village of Sister Bay's occupancy calculation for parking needs, a change in use triggers (i.e. retail boutique, etc.) a requirement for three (3) parking spaces. It's our understanding that three (3) additional parking spaces at \$1,000 per parking space will be a total cost to us of \$3,000 annually.

As new building owners in Sister Bay, we'd like to discuss alternative ideas to satisfy this program. The annual cost of \$3,000.00 represents a financial strain, projected to exceed 5% of our gross revenue for this location annually. Given this economic impact, we respectfully request that the Plan Commission reconsider eliminating the requirement for three (3) additional parking spaces for the proposed retail use, since most of the retailer's traffic will be foot traffic (due to the location). As a proof point, we currently have a retail tenant (Midsommer Apothecary & Luminarium) that has been allotted one parking space for a one-time fee of \$3,000. This also seems incongruent with the outlined parking terms.

We are eager to bring a new retail business to Sister Bay at this location and believe it will be a valuable addition to the community. We are committed to working with the Village and are confident that we can find a practical and mutually beneficial solution.

We respectfully request your approval to proceed with the change of use for 10668 N. Bay Shore Drive, Suite A, utilizing the Fee In Lieu of Creating Parking Spaces option for the two (2) required parking spaces for employees, for a one-time fee of \$6,000 (for peak season; only one during shoulder and off season).

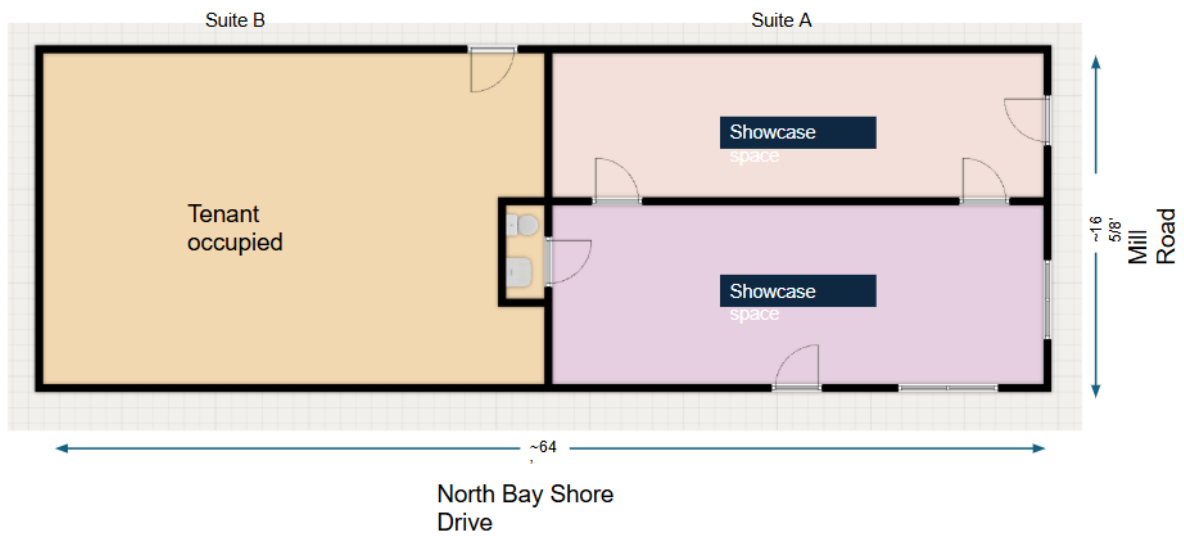
Sincerely,

Scott Penniston
North Star Industries, LLC.
5832 N. Kent Avenue
Whitefish Bay, WI 53217

Kathleen Penniston
North Star Industries, LLC.
5832 N. Kent Avenue
Whitefish Bay, WI 53217

Attached: 10668 N. Bay Shore Drive Floor Plan

10668 N. Bay Shore Drive, Sister Bay, WI 54234



Square footage based upon space allocated to the public

Approximately 512sf pending final layout of the retail space; not to exceed 512sf

ITEM 6.d. – DOOR STOP FURNITURE



STAFF REPORT – FURNITURE STORE

Date: May 27, 2025

Board/Committee: Plan Commission

Author: Julie A. Schmelzer, Village Administrator

Terry Rodgers has moved into the *Innovative Printing* building in the space once occupied by *Schaut Technologies*.

Our files do not show the property was recently operated as a retail space so we are requiring Mr. Rodgers to secure approval for a change of use and complete a site plan review process. The owners of the building however allege the property has continuously been used as a retail space since their purchase in 2010. They have explained it was *Paper Works Plus* from 2010-2015; *Pipkas* from 2020-2023; and *Schaut Technologies* from 2020-2024. (Their timeline does show a period between 2015-2020 with no use identified. Did the building lose any prior use approval when it sat vacant?)

Our records show *Paper Works Plus* did operate as a retail area. We then show the building, referred to as a 'Laundry Building' in the file (around 2017), at one time appeared idle with overgrown weeds and miscellaneous vehicles stored onsite. We then show *Schaut* operating out of the building (2021) and the file shows it was a 'service center'. As such, staff maintains a change of use is required.

The square footage of the furniture store, for parking purposes, shows the building is 100'8" x 111'4", minus what the floor plan shows is occupied by *Innovative Printing*, means the furniture store is 8041 sq. ft. It's hard to imagine none of the space is office or warehouse, but we did not receive any other detail and have to therefore assume there is approximately 8000 square feet of furniture display.

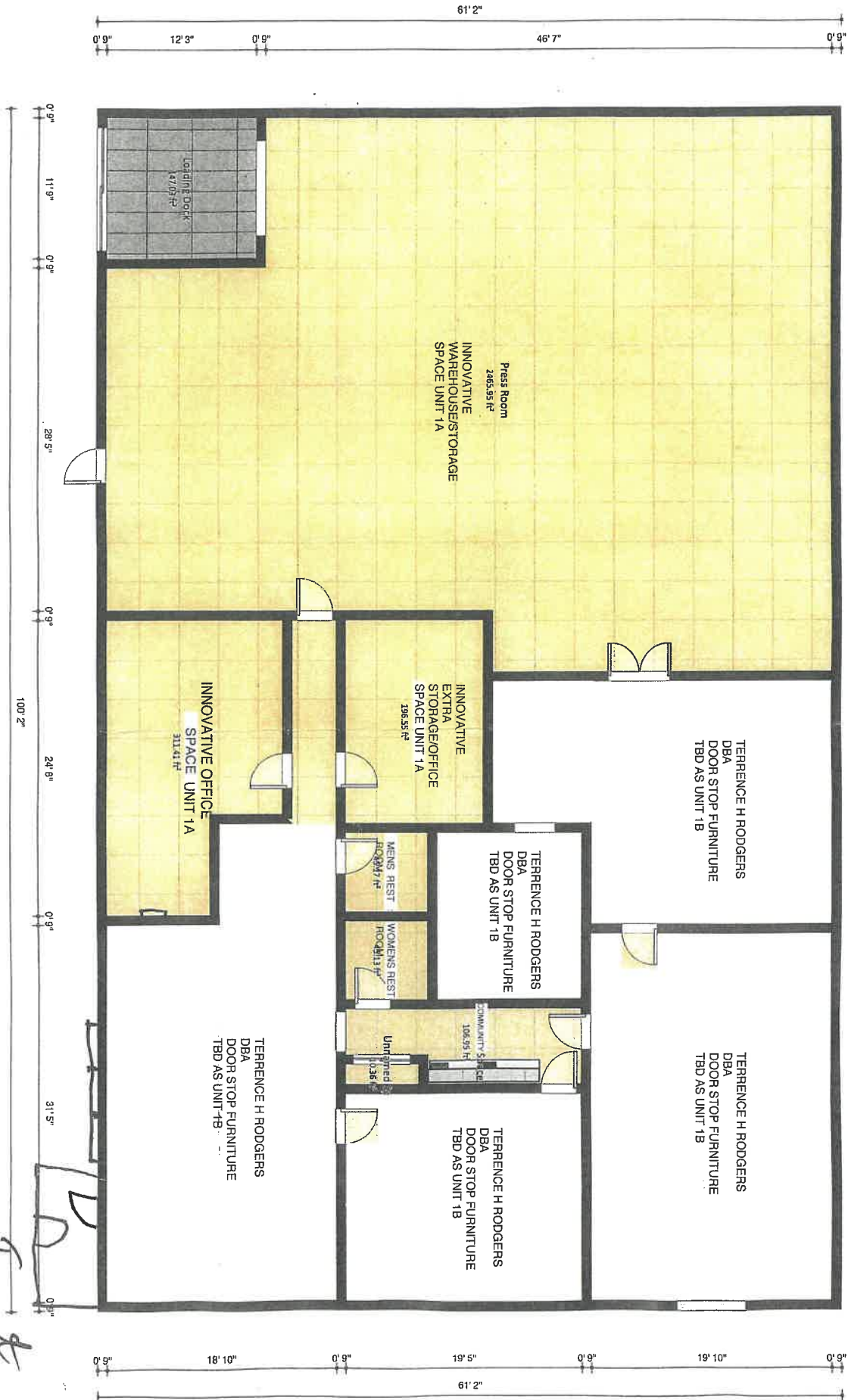
The code addresses retail areas, but not wholesale retail areas, or areas that sell large products, like a furniture store. Retail is typically one space per 150 sq. ft., which is 53 stalls, plus one for the sole employee. I think we can all agree 54 stalls is awfully excessive for a furniture store of this size. It might be more realistic to look at other uses with large display areas, such as a lumber yard or garden supply store, which would require one stall per 500 sq. ft. of outdoor space. Even at this calculation, 16 stalls, plus one for the employee, would be required, and still seems a bit much.

The printing use or its warehouse space are also not identified in the code, but applying the same thought process, per the floor plan, *Innovative Printing* has two offices using 508 sq. ft., and possibly housing two employees, meaning a need for five stalls total, and the warehouse is 2466 sq. ft. and possibly one employee, so possibly a need for eleven stalls in total for the printing business. Again though, this seems excessive.

The aerial photo shows an older parking lot, cracked, and lacking striping. Per old plans in the file though, we know it is supposed to have 55 stalls, and one loading area, so regardless of how calculated, parking should not be a concern.

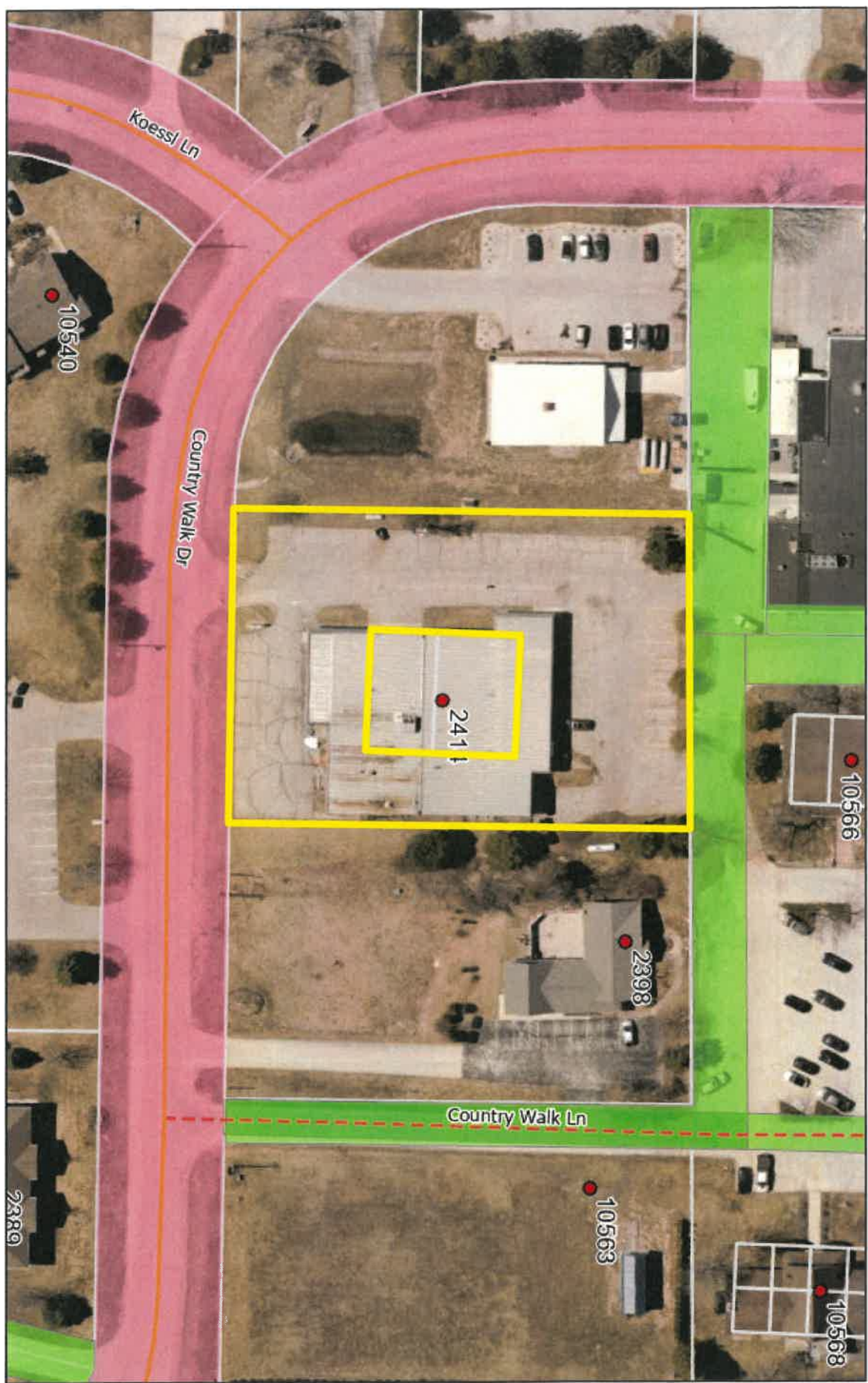
What is a concern is the lack of landscaping/landscaping not to code, and, the poor condition of the signage, both of which are the responsibility of the owner, and typically not the responsibility of a tenant.

Staff recommends the change of use be approved, subject to all proposed signage being to code, and no Development Agreement be required. However, it may be in the village's interest to treat this property similar to the Aurora building and notify the owner that no future change of use, permit or license will be issued for the property until they improve the parking lot, install landscaping, and upgrade their signage.



47 parking Spaces - 9x20

29ft between both banks of STALLS
24ft between STALLS AND GRASS ON SIDE



5/13/2025

- Address
- Roads
- Private
- Village
- ROW
- Easements
- Easement
- Parcel
- Citations

1:1,299
0 0.01 0.01 0.03 0.03 mi
0 0.01 0.01 0.03 0.05 km
Esri, Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



ITEM 6.e. – COMING OF AGE



STAFF REPORT – COMING OF AGE IN SISTER BAY

Date: May 27, 2025

Board/Committee: Plan Commission

Author: Julie A. Schmelzer, Village Administrator

On November 22, 2023, Coming of Age in Sister Bay received a Development Agreement to construct two duplexes with a shared driveway. The deadline for completion was December 20, 2025.

On October 15, 2024, they received an amendment to the Development Agreement to revise the chimney chase design and porch revisions.

They now request a second amendment to extend the deadline for completion on the second duplex (not started yet), and, to have two driveways instead of one driveway. Staff had advised them of the need for a new Development Agreement if the second building was not completed, but an amendment to the Development Agreement might be possible for the driveway; they elected to pursue an amendment for both projects.

Attached is the information received from the Developer. Also attached is a draft Development Agreement Amendment, should the Plan Commission support an amendment.

May 4, 2025

Members of the Sister Bay Plan Commission:

We kindly request that you review and approve these two requested revisions to our previously approved Development Agreement for our new homes at 10623 & 10627 Sister Buff Drive:

- **Extend the date by when the second building needs to be constructed:** In our current agreement, the second building needs to be constructed by December 31, 2025. Due to high construction costs and interest rates, this date is impossible. We are requesting that the deadline be extended to December 31, 2027.
- **Driveway revisions:** During our original site plan approval process in early 2024, we proposed two driveways, one centered on each building (as is allowed in our R-2 zoning district). The village approved only one driveway, located in the middle of the two buildings. We have installed that temporary driveway in this location during construction, but now complete, it is proving problematic for two reasons:
 - Turning movements in and out of garages are very difficult, especially for the 10627 unit.
 - Secondly, and more importantly, the construction of the currently allowed driveway would require the removal of all trees currently screening the premises from Sister Bluff Drive—something we desperately don't want to do! It may have been an oversight in the approval process, but the stormwater retention pond that is required by village code, and part of our approved plans, is designed to be installed in the area of those trees.

In order to save the trees and make our driveway and garage access better, we think we have a win-win proposal if the village will agree to it. Please see the accompanying side-by-side site plan exhibit showing the current approval (left) and what we want the village's approval to do (right).

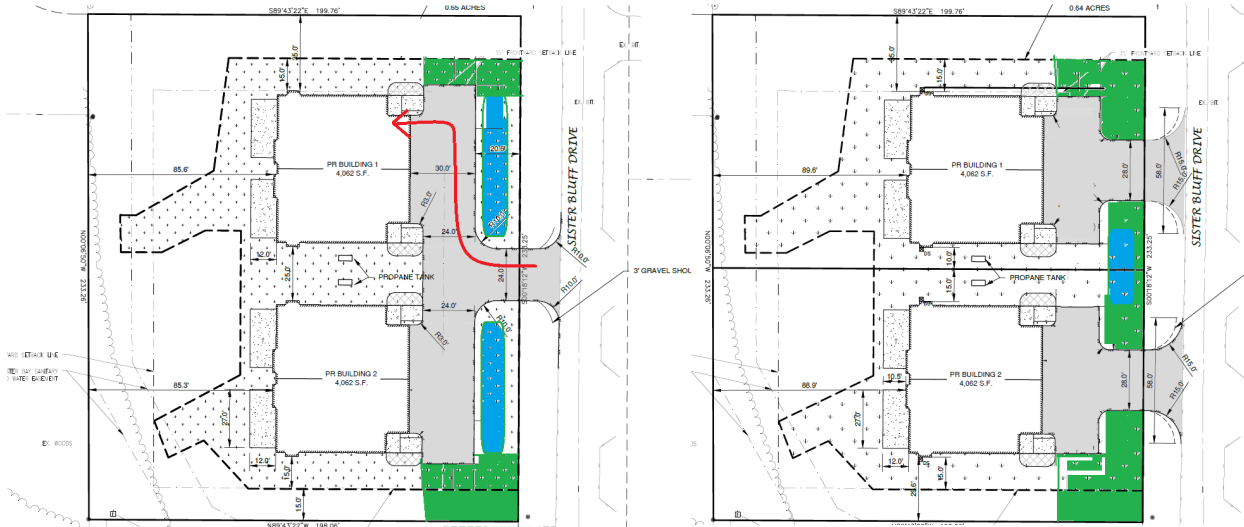
By making the current driveway shown on left image the new stormwater pond (blue) on the right, and only removing the minimum number of trees to make way for two driveways, we can save the vast majority of the trees in this area (green), provide the stormwater capacity needed (blue), and have a much better driveway and garage approach. (The widths of the two driveways would only be around 15 feet, narrower than shown on the image).

We will be there in person for the Plan Commission hearing on Tuesday, May 27th, to answer any questions that may arise and provide further details if requested.

Thank you once again for your time and attention to this matter!

Coming of AGE in Sister Bay, LLC
 300 N. Van Buren Street, Green Bay, WI 54301
 Phone: (813) 500-0296 • E-Mail: gb@gb-re.com

Site Plan Image:



Where the new driveway would be constructed as proposed:



**AMENDMENT TO THE COMING OF AGE IN SISTER BAY, LLC
DEVELOPMENT AGREEMENT
SISTER BLUFF DRIVE**

THIS AGREEMENT is made and entered into this 17th day of June 2025, by and between the Village of Sister Bay, Door County, Wisconsin, a Municipal Corporation ("the Village"), and COMING OF AGE IN SISTER BAY, LLC ("the Developer").

RECITALS

WHEREAS, on May 27, 2025, the Plan Commission reviewed the terms of the Development Agreement between Village officials and Garritt R. Bader, d/b/a COMING OF AGE IN SISTER BAY, LLC, which was approved by the Village Board on November 22, 2023, and amended on October 15, 2024, and recommended that Section 1 – VILLAGE APPROVALS, **be amended to extend the deadline for completion of the second duplex to _____, and, the site plan be revised to allow two driveways, instead of one driveway,** as shown on the site plan reviewed by the Plan Commission on May 27, 2025, and attached hereto.

NOW, THEREFORE, the parties hereby agree that all the provisions of the previously mentioned Development Agreement and October 15, 2024, amendment shall remain in full force and effect, but Section 1 – VILLAGE APPROVALS, shall be amended as stated above.

(Please note that all of the documents which previously were approved are attached to the original Development Agreement dated November 22, 2023, and, as attached to the amended Development Agreement dated October 15, 2024.)

IN WITNESS WHEREOF, the Developer and the Village have caused this document to be signed by their appropriate officers and their corporate seals to be hereunto affixed on the day and year first above written.

[Signature page to follow]

THE DEVELOPER
d/b/a COMING OF AGE IN SISTER BAY, LLC

 Garritt R. Bader, Registered Agent

STATE OF WISCONSIN)
) ss:
COUNTY OF DOOR)

Personally came before me this _____ day of _____, 2025, the above named GARRITT R. BADER, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of COMING OF AGE IN SISTER BAY, LLC.

 Notary Public, State of WI
 My commission expires: _____

VILLAGE OF SISTER BAY

 Nate Bell
 Village President

STATE OF WISCONSIN)
) ss:
COUNTY OF DOOR)

Personally came before me this _____ day of _____, 2025, the above named NATE BELL, Village President, of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be the Village President of said municipal corporation, who acknowledged the execution of the foregoing instrument as said officer as the deed of said municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the 17th day of June, 2025.

 Notary Public, State of WI
 My commission expires: _____

ITEM 6.f – ZA ZA’S PIZZA



STAFF REPORT – ZA ZA’S PIZZERIA & LUNDQUIST REAL ESTATE

Date: May 27, 2025

Board/Committee: Plan Commission

Author: Julie A. Schmelzer, Village Administrator

As you know, last July Andrew Torcivia (Torch Brothers), was given approval to renovate a building into a deli/pizzeria and real estate office. Usually Development Agreements have a 2-year period, but Mr. Torcivia was in a hurry and wanted to open the pizzeria last summer, and therefore the Agreement was good for just 10 months with a condition the parking area had to be enlarged, asphalted and striped by May 31, 2025.

In early May Andrew contacted me to explain they were not going to meet their deadline on the parking lot and that an extension would be necessary. There was no mention of the other requirements of the Agreement, such as the fence, bike racks, etc., so the assumption is those items are still on schedule for completion. The two conditions related to the parking lot are:

- k) The gravel parking along the north lot line shall not be installed until a parking stall delineation plan is approved in writing by the Village Administrator and the Plan Commission Chair. The business cannot be open to the public until the parking stall delineation plan has been approved and the gravel parking installed. The Developer understands this area will need to be covered in asphalt and the parking stalls delineated by May 31, 2025.
- l) The existing asphalt area will need to be temporarily striped to insure the public parks in dedicated stalls. That temporary striping plan needs to be approved, in writing, by the Village Administrator and the Plan Commission Chair prior to striping. The pizza/deli business cannot open to the public until the asphalt is temporarily striped. The Developer acknowledges the entire parking lot, which includes the existing asphalt area and the proposed gravel area, shall be resurfaced in asphalt and stalls delineated by paint, before May 31, 2025.

If inclined to amend the Development Agreement, a draft is attached and would just need the Plan Commission to approve the changes and establish a deadline for completion. The Development Agreement would then need to be approved by the Board in June.

Also attached is the request from Torcivia.

Question: *Can the business open to the public prior to the amendment being approved by the Board?*

To whom it may concern,

We, ZaZa's Pizzeria LLC, are requesting an extension to our Development Agreement deadline due to unforeseen circumstances regarding funding, state approval, buildout, new sign, and parking lot installation. The overall process has taken us much longer than expected and now are asking the board for an extension. I would like to note that we are very close, final inspection is taking place the week of 5/19/2025, so the interior space will be completed in the upcoming weeks.

We anticipate installing a new parking lot by September, Bissen Asphalt has been contracted to do the work. Until then we have partnered with Martha Coventry, our neighboring business, in which she will allow us to create 20 parking spaces which is more than enough parking for both businesses.

Sincerely,

Andrew & Christina Torcivia

Joseph Kurth

**AMENDMENT TO THE TORCH BROTHERS, LLC
DEVELOPMENT AGREEMENT
10553 COUNTRY WALK DRIVE**

THIS AGREEMENT is made and entered into this 17th day of June 2025, by and between the Village of Sister Bay, Door County, Wisconsin, a Municipal Corporation ("the Village"), and TORCH BROTHERS, LLC ("the Developer").

RECITALS

WHEREAS, on May 27, 2025 the Plan Commission reviewed the terms of the Development Agreement between Village officials and Andrew Torcivia, d/b/a TORCH BROTHERS, LLC which was approved by the Village Board on July 16, 2024, and, recommended that Section 1 – VILLAGE APPROVALS, be amended to extend the deadline for compliance with items k) and l), both regarding parking, be extended a completion deadline of _____.

NOW, THEREFORE, the parties hereby agree that all the provisions of the previously mentioned Development Agreement shall remain in full force and effect, but Section 1 – VILLAGE APPROVALS, shall be amended as stated above.

(Please note that all of the documents previously approved are attached to the original Development Agreement dated July 16, 2024.)

IN WITNESS WHEREOF, the Developer and the Village have caused this document to be signed by their appropriate officers and their corporate seals to be hereunto affixed on the day and year first above written.

[Signature page to follow]

DEVELOPER

Torch Brothers, LLC

By:

Andrew Torcivia, Registered Agent**STATE OF WISCONSIN**)

) ss:

COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named ANDREW TORCIVIA, on behalf of Torch Brothers, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of WI

My commission expires: _____

VILLAGE OF SISTER BAY

By:

Nate Bell

Village President

STATE OF WISCONSIN)

) ss:

COUNTY OF DOOR)

Personally came before me this _____ day of _____, 20____, the above named NATE BELL, Village President, of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be the Village President of said municipal corporation, who acknowledged execution of the foregoing instrument as said officer as the deed of said municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the 17th day of June, 2025.

Notary Public, State of WI

My commission expires: _____

ITEM 6.g – LUNA VIEW



STAFF REPORT – LUNA VIEW STORMWATER PIPE

Date: May 27, 2025

Board/Committee: Plan Commission

Author: Julie A. Schmelzer, Village Administrator

On November 29, 2022, Al Gokey received a Development Agreement to construct a hotel/motel/condominium at the end of Maple Drive. The deadline for completion was January 1, 2025.

At that time the Development Agreement gave the Developer two years to obtain the Regular Zoning Permit, which effectively extended the deadline for completion of a project. Gokey secured the Regular Zoning Permit on May 22, 2023. At that time a Zoning Permit was good for two years.

In October 2024 Gokey received a landscaping extension to June 1, 2025.

Mr. Gokey will have the building completed by the deadline and the landscaping completed on time as well. The only issue Mr. Gokey has is a stormwater pipe, with a tank built into it, is on special order and will not be here until late June - early July. The pipe with tank is to be installed under what once Maple Drive extended (now his driveway).

Does the Plan Commission give him an extension only to install the pipe with tank and complete the driveway? If so, what is the date? Is a Development Agreement Amendment required? Alternatively, the code would allow renewal of the Regular Zoning Permit for a 12-month period.