



PLAN COMMISSION MEETING

Tuesday, September 22, 2026 -- 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. Approve of Agenda
3. Approve Meeting Minutes:
 - a) June 23, 2026; Regular Meeting
4. Comments, Correspondence, and Concerns from the Public
5. Discussion/Action Items:
 - a) Development Agreement; Sister Bay General Store, LLC; 10674 North Bay Shore Drive
 - b) Text Amendment Revisions Discussions
 - i. Automotive Body and Mechanical Repair
 - ii. Fee-In-Lieu of Parking
 - iii. Accessory Dwelling Units (ADUs)
 - iv. Development Agreement
6. Zoning Permit Log
7. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee
 - a) Site Plan and Architectural Review; Friends of the Ice Rink/Sister Bay Sports Complex; 2155 Autumn Court
8. Next Meeting
 - a) Regular Monthly Meeting; **Thursday, October 29, 2026**, 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 Benjamin Andrews, Village Administrator, at administrator@sisterbaywi.gov. To submit letters in support or opposition of an agenda item that is *not* part of a public hearing, email adminassist@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.

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

Posted On: 09/17/2026

**VILLAGE OF SISTER BAY
PLAN COMMISSION MEETING MINUTES
TUESDAY, JULY 28, 2026
UNAPPROVED**

1. Call to Order & Roll Call

Chairperson Nate Bell called the Plan Commission meeting to order on Tuesday, July 28, 2026, at 5:30 P.M., and roll call was taken.

Present: Commission members Nate Bell, Jerry Ahrens, Skip Heidler, Brigid White. Laurel Harff was excused.

Staff Member(s): Village Zoning Administrator Benjamin Andrews, Administrative Assistant Sarah Bertges.

Others: Beth Matysik, Johanna Ognodnik and Alice, Skyler Witalison, Mary Pat Carlson, Abby Doobie, Erin Peddle. VIA ZOOM: Abby Doobie, Michael Langer, Scott Penniston.

2. Approve of Agenda

Motion to approve the agenda was made by Ahrens and second by Heidler. The motion carried- all ayes.

3. Approve Meeting Minutes

a. June 23, 2026; Regular Meeting

Two corrections were noted to the June 23rd minutes.

Motion by Ahrens, second by Heidler to approve the minutes as amended. Motion carried- all ayes.

4. Comments, Correspondence, and Concerns from the Public

Bell invited public comment. No members of the public or online attendees offered comment at this time.

5. Discussion/Action Items

a. Site Plan and Architectural Review; Sister Bay General Store, LLC; 10674 North Bay Shore Drive

White recused herself from the dais to discuss this item as an applicant. Andrews presented a zoning application for a two-story general store with a basement for storage and kitchen preparation, located at 10674 North Bay Shore Drive within the B3 Downtown District. Andrews confirmed the proposed use is permitted, all dimensional standards are met, parking requirements are exceeded, HVAC screening and dumpster enclosure are compliant, and the lighting plan addresses items from the preliminary review. Andrews also noted that for commercial construction projects, the typical next phase would be the execution of a development agreement unless the Commission chose to exempt that requirement.

The applicant, represented by Brigid White, Skyler Witalison of Stantec and architect Michael Langer of Wade Weisman Architecture, addressed the Commission. A notable addition since the preliminary review was a walking trail running from Highway 42 through a wooded area, including a boardwalk over the wetlands, and connecting to Spring Road. The Commission expressed strong support for this addition.

Parking: The Commission discussed two parking configurations — a full 40-stall perpendicular layout and a 35-stall angled layout that would preserve significantly more mature trees. Witalison noted that the reduced layout would result in removing 41 trees compared to 57 under the full layout, with six of the preserved trees being two-to-three foot diameter cedars. The Commission acknowledged

1 the availability of a public village-owned parking lot approximately 300 feet from the property, as
 2 well as the installation of two bicycle racks, as mitigating factors justifying the reduced parking
 3 count. After discussion regarding the need to document the rationale clearly in the record, the
 4 Commission reached consensus in favor of the 35-stall configuration.

5 Drainage: Witalison indicated that stormwater from the rear of the building will direct toward the
 6 existing wetland, while front drainage will connect to a highway catch basin in coordination with the
 7 utility department. Neighbor Scott Penniston, owner of the adjacent blue building, appeared via
 8 Zoom and expressed concern about water collection between the two properties, near a large tree
 9 at the low point. Witalison confirmed that a yard drain and storm sewer collection point would be
 10 included to address this. Penniston also raised the concern about disruption to tenants and renters
 11 during the period prior to Fall Fest.

12 Propane Tank: Heidler noted that the propane tank as drawn appeared to fall within the required
 13 setback. The applicant confirmed the tank would be buried, which resolves the setback issue and
 14 provides greater placement flexibility.

15 HVAC Screening: Heidler raised concern about the visibility of rooftop mechanical units from
 16 Highway 42 as one descends toward the village. Langer clarified that the larger AHU units are
 17 located on the east side of the roof, shielded by the ridge above the stairwell, and that units on the
 18 street-facing side are at or below parapet height.

19 Retaining Wall and Materials: Discussion confirmed the retaining wall on the north side would
 20 incorporate natural granite boulders consistent with the character of the property. The Commission
 21 noted approval of the revised window treatments and the toned-down shingle detailing depicted in
 22 the updated artist renderings.

23 Site Preparation/Tree Removal: The applicant inquired whether tree removal could begin prior to
 24 Fall Fest, ahead of formal construction. The Commission discussed the distinction between tree
 25 removal and ground disturbance. There was general consensus that limited tree removal — without
 26 leaving heavy equipment on-site overnight and confined to standard work hours — could be
 27 permissible in the quieter period after Labor Day and before Fall Fest, and that the distinction from
 28 excavation would be noted in the development agreement. Stump removal was flagged as more akin
 29 to excavation and therefore not allowed.

30 Landscaping Plan: The Commission requested that a landscaping plan for the parking area be
 31 submitted prior to or in advance of the next meeting, acknowledging that the final plan may follow
 32 as a condition of occupancy once excavation is complete.

33 The Commission noted this item would return at the August meeting for final site plan and
 34 development agreement review.
 35

36 **b. Site Plan and Architectural Review; Friends of the Ice Rink/Sister Bay Sports Complex; 2155** 37 **Autumn Court**

38 Miles Dannhausen presented on behalf of the Friends of the Ice Rink, responding to direction from
 39 the Commission's May meeting. The revised proposal relocates the Zamboni maintenance garage
 40 and chilling equipment to a corner position behind the existing cedar tree line in order to minimize
 41 impacts on parking, reduce utility run lengths, and screen mechanicals from view. A proposed fence
 42 enclosure around the chilling equipment was also included, and the revised plans incorporated
 43 building renderings with LP SmartSide siding in colors referencing the existing parks building.

44 Building Location and Cedar Protection: Heidler raised concern that placing the chiller pad
 45 immediately adjacent to the cedar tree line could damage root systems during trenching. The
 46 Commission reached consensus that the chiller pad should be moved back from the cedar line while
 47 still maintaining required setbacks, with the stated purpose of preserving the existing trees.

48 Garage Doors: The Commission discussed whether all three garage doors needed to be 12 feet in
 49 height. Dannhausen explained that the primary Zamboni door and the snow removal equipment
 50 door each require 12-foot clearance for safe operation. The third door's necessity was less certain.

51 The Commission directed that the project proceed with approval of three 12-foot doors but included

1 a recommendation for Dannhausen to evaluate whether the size of one or more doors could be
2 reduced. Commissioners noted that large overhead doors add a commercial appearance and
3 increase heating costs, referencing operational lessons from the existing parks building.

4 Vegetation Screening: Heidler recommended planting a vegetative screen of cedars or arborvitae
5 along the west side of the building and fence, facing the playground and baseball diamond, to
6 prevent the blank wall and mechanical enclosure from being the dominant view from those areas.

7 Ahrens suggested additional evergreen screening along the southeast edge of the Zamboni drive
8 aisle so that the view from the ice rink surface looking south would be softened rather than opening
9 directly to the building and driveway. The Commission included both as conditions of approval.

10 Propane Tank: Heidler noted the propane tank as drawn appeared to be in an exposed location near
11 the parking area. The Commission directed that the tank either be screened appropriately or buried,
12 subject to subsurface conditions. The bedrock encountered in that area was noted as a potential
13 factor in cost.

14 Colors and Design: The Commission noted inconsistency in door colors across different renderings
15 and directed that the final color scheme be resolved before construction, with overhead doors and
16 man doors matching and avoiding more than two contrasting colors on the building exterior.

17 Development Agreement: Andrews confirmed that as a municipal project, no development
18 agreement would be required. The zoning permit, once issued, would be valid for one year with
19 extension available if needed.

20 Phasing and Timeline: Dannhausen outlined that the primary timeline unknowns are WPS electric
21 service routing and Keller's construction schedule. The Commission acknowledged that the ice rink
22 surface, chillers, and Zamboni building each represent separate phases, and that the ice rink could
23 potentially be operational in a limited capacity — using natural cold weather — even if the building
24 is not yet complete. The Commission agreed that construction should not interfere with the ice rink
25 during the winter season and that the baseball season construction impacts should be avoided
26 where possible.

27 *Motion to approve the site plan for the Friends of the Ice Rink/Sister Bay Sports Complex, without a*
28 *development agreement, subject to the following conditions: (1) approval of three 12-foot doors*
29 *with a recommendation to evaluate reduction in door size; (2) repositioning of the chiller pad to the*
30 *south while maintaining setback requirements, with the intent to preserve the existing cedar trees;*
31 *(3) requirement for vegetative landscaping along the west side of the building and fence, and along*
32 *the southeast edge of the driveway; and (4) requirement that the propane tank be screened or buried*
33 *— was made by White and second by Ahrens. The motion carried — all ayes.*
34

35 c. Text Amendment Revisions Discussions

36 Andrews presented updates to three proposed text amendments previously discussed at the June
37 meeting: Accessory Dwelling Units (ADUs), automotive body and mechanical repair in the B1 district,
38 and the fee-in-lieu of parking program.
39

40 **Automotive Body and Mechanical Repair — B1 District:** Andrews presented proposed red-line
41 language for page 114 of the zoning code, incorporating performance standards for noise, volatile
42 chemicals, vehicle storage, and compatibility with the district. Heidler raised the broader concern of
43 whether this use type was better suited as a conditional use rather than a permitted use, given its
44 potential impact on adjacent residential properties, including property values and noise levels.
45 Heidler noted that making it a conditional use would require a public hearing and notification of
46 neighboring property owners for each specific application.

47 Ahrens and Bell both acknowledged that the use is substantively similar in impact to already-
48 permitted uses such as automotive sales and service, and that boat sales and service, which involves
49 comparable service work, is already listed as a permitted use. They expressed concern that isolating
50 this use as a conditional use would be inequitable without a broader review of the permitted use list
51 and could trigger a protracted re-examination of the entire B1 district use table.

After discussion, the Commission reached consensus to include automotive body and mechanical repair in the B1 district as a conditional use, while acknowledging that a more comprehensive review of the permitted use list should occur in the future. The Commission also noted that a public hearing will be held when these text amendments are formally advanced, providing adjacent property owners an opportunity to be heard on the zoning change itself.

Heidler additionally recommended that the proposed language for this use include cross-references to existing code sections on parking and vehicle storage (Section 66-403.5) and air pollution and odor standards (Section 66-080-2), rather than restating those requirements, to ensure the standards apply by reference and avoid redundancy.

Accessory Dwelling Units (ADUs): Andrews summarized the direction from the prior meeting: ADUs would be allowable in the R4 district, both attached and detached; limited to one ADU per principal structure; height capped at no greater than the principal structure; parking requirement of one additional off-street space; and the removal of a minimum square footage threshold. Andrews also reported that proposed state legislation that would have allowed municipalities to restrict ADUs as short-term rentals did not pass and is not expected to move forward, leaving the village limited in its ability to restrict rental use.

The Commission engaged in substantive discussion about the tension between enabling ADUs for their intended benefits — multigenerational housing, aging-in-place, employee housing, and affordable long-term rental — while acknowledging the risk that ADUs could be utilized as additional short-term rentals or as investment vehicles. Heidler raised concern about whether allowing detached ADUs could expand the short-term rental supply. Bell noted that owner-occupancy requirements, if tied to declared primary residency, could serve as a meaningful limitation, and expressed interest in consulting the village attorney about available legal tools before finalizing the language.

A member of the public, Mary Pat Carlson of Scandia Road, addressed the Commission, emphasizing the need for ADUs as a tool for families to remain in the community and care for aging relatives, and urging the Commission to ensure that accessibility requirements — including adequate square footage for wheelchair and walker maneuverability — are not overlooked in setting size parameters. White echoed this concern, noting that a single-bedroom, 600-square-foot unit would likely be insufficient for an elderly or mobility-impaired occupant, and recommended the minimum not fall below 800 square feet. Ahrens suggested eliminating any minimum square footage entirely and allowing the building code to govern, while preserving a meaningful maximum. The Commission discussed the possibility of tiering the maximum square footage to allow a larger unit for ADA-accessible construction.

The Commission agreed to continue this discussion at the August meeting, with Bell planning to consult with the village attorney regarding owner-occupancy mechanisms, and Commissioners directed to review sample ADU floor plans before the next meeting. The Commission further agreed to defer any consideration of ADUs in business districts to a future discussion.

Fee-in-Lieu of Parking: Andrews reported that this item requires additional time to gather real-world data and framework analysis. No substantive discussion was held; the item will return in a future meeting.

Development Agreement Execution Timeline: Andrews noted that the current zoning code requires a development agreement to be executed within six months of Village Board approval, and that this timeline has in practice led to situations where agreements were left unsigned for extended periods, creating complications. The Commission discussed shortening this window significantly, ultimately reaching consensus on a 45-day execution period from the date of Village Board approval and presidential signature, which would provide adequate time for attorney review while eliminating the opportunity for delay as a negotiating tactic. Andrews confirmed that a developer failing to sign

1 within 45 days would forfeit the agreement, which could then be resubmitted to the board if the
2 project remained active.

3
4 **d. Review of Development Agreement Template**

5 Andrews presented the standard development agreement template, associated memorandum of
6 agreement, and liability and bonds clarification documents for Commission review. Andrews noted
7 that in practice, prior approved development agreements have at times been used as templates
8 rather than the official standard document, and that a review of past agreements would be
9 warranted to ensure consistency.

10
11 **6. Zoning Permit Log**

12 Andrews distributed the zoning permit log, which had been sent the morning of the meeting. The log
13 reflected three active permits: the Sister Bay General Store (discussed under Item 5a), the Friends of
14 the Ice Rink (discussed under Item 5b), and an accessory structure permit for a property on
15 Westwood Drive.

16
17 **7. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee**

18 The following items were noted for future agendas: continuation of ADU text amendment
19 discussions including attorney consultation and sample floor plan review; advancement of the
20 automotive body and mechanical repair B1 conditional use language; the 45-day development
21 agreement execution timeline code change; and fee-in-lieu of parking data collection.

22
23 **8. Next Meeting**

24 The next Regular Monthly Meeting of the Plan Commission is scheduled for Tuesday, August 25,
25 2026 at 5:30 P.M., to be held in the Large Meeting Room at the Sister Bay-Liberty Grove Fire Station.

26
27 **9. Adjournment**

28 *Motion to adjourn at 8:54 PM.*

29 *Motion by Heidler second by Ahrens. Motion carried -all ayes.*

30
31 Respectfully submitted by Sarah Bertges, Administrative Assistant



COMMENTS, CORRESPONDENCE, AND CONCERNS FROM THE PUBLIC

Date: September 22, 2026

To: Plan Commission

Re: September 2026

Written Correspondence is included in the packet below for the month.



September 18, 2026

Attn: Plan Commission of the Village of Sister Bay,

The Personnel Committee held a meeting on September 10th, 2026. During the course of the meeting, the Committee directed Village Staff to refer an item of policy to the Plan Commission. The policy item was regarding the STR notice process and complaint process, and that it be formally considered by the Plan Commission for future action. Primary participants in the Personnel Committee meeting were Brigid White.

Sincerely,

Benjamin Andrews

Benjamin Andrews,
Village Administrator



STAFF REPORT

Date: September 22, 2026

To: Plan Commission

Re: Development Agreement; Sister Bay General Store, LLC; 10674 North Bay Shore Drive

Author(s): Benjamin Andrews, Village Administrator

Attached is the development agreement for the Sister Bay General Store. The development agreement was reviewed by the Village Board. The finalized agreement is sent to plan commission with revisions to incorporate:

- a. The landscaping and lightening plan are to be reviewed and approved at a later date.
- b. The rooftop mechanicals should incorporate the screen/visual compatibility requirements.

DEVELOPMENT AGREEMENT
FOR VILLAGE OF SISTER BAY PARCEL NO. 181-00-05312843G1
WHICH HAS BEEN ASSIGNED AN ADDRESS OF 10674 NORTH BAY SHORE DR, SISTER BAY WI
(Property Owner: Sister Bay General Store LLC, c/o Adam and Brigid White)

THIS AGREEMENT made this ____ day of _____, 2026, between ADAM AND BRIGID WHITE on behalf of SISTER BAY GENERAL STORE LLC, hereinafter referred to as "the Developer," and the Village of Sister Bay in the County of Door and the State of Wisconsin, hereinafter referred to as "the Village."

WHEREAS, the Developer is the owner of Village of Sister Bay Parcel No. 181-00-05312843G1, which has been assigned an address of 10674 North Bay Shore Dr, Sister Bay WI, hereafter referred to as "the property"; and,

WHEREAS, the Developer plans to construct a two-story general store, hereafter referred to as "the development", on the property; and,

WHEREAS, the property is presently zoned B-3 (Downtown Business District), and the previously mentioned development is allowed in that District; and,

WHEREAS, this Agreement is required in order to implement the Village's Zoning and Land Division Ordinances; 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 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 GENERAL STORE LLC DEVELOPMENT AGREEMENT

AGREEMENT**SECTION 1. VILLAGE APPROVALS AND DEVELOPMENT SPECIFIC RESTRICTIONS:**

1. The Developer agrees to construct the buildings and develop 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 buildings, after-the-fact permit fees will be imposed. 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 any of the buildings are not constructed by **September 15, 2028**, minimum assessed value payments (the equivalent of the Village portion of real estate taxes based upon the value of the structure delineated on the Zoning/Building Permit which would be assessed had the building been completed), will be required.
 - a) The Site Plan reviewed and approved at the **July 28, 2026** meeting of the Plan Commission, which includes:
 - b) The Building Elevation Drawings and Floor Plans reviewed and approved at the **July 28, 2026**, meeting of the Plan Commission. If the Developers wish to change any of the approved architectural features, revised building elevation drawings must be reviewed and approved by the Plan Commission prior to the time that a Building Permit is issued.
 - c) The Landscaping Plan and Lighting Plan is to be reviewed and approved at a later date by the Plan Commission, per the motion of the Village Board of Trustees at the **September 15, 2026** meeting. Formal review and approval is required by the Plan Commission prior to the Developer implementing the Landscaping and Lighting Plan.
 - d) The Parking Plan was reviewed and approved at the **July 28, 2026**, meeting of the Plan Commission. The Plan Commission directed the Developer to develop the thirty-five (35) angled parking configuration at the **July 28, 2026** meeting.
 - e) The Drainage, Grading and Utilities Plans were reviewed and approved at the **July 28, 2026**, meeting of the Plan Commission.
2. The developer agrees to comply with the architectural feature determinations made by the Plan Commission upon their review, which shall be generally consistent with the approved plans and drawings as specified in this Development Agreement

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

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

1. The Developer represents a legally incorporated limited liability company, duly organized and existing in good standing under the laws of the State of Wisconsin.
2. There are no lawsuits filed or pending, or to the knowledge of the Developer, threatened against him that may in any way jeopardize or materially and adversely affect his ability to perform his obligations hereunder.

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

3. The Developer has, at this time, and will have so long as this Development Agreement continues in effect, project-financing commitments sufficient to provide available funds for the completion of his obligations under this Development Agreement.
4. The Developer represents that he will make every 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 time period of validity for the Zoning Permit is for a period of twenty-four (24) months from the date of issuance unless specified elsewhere in this Agreement.
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 **September 15, 2028**.

SECTION 4. OCCUPANCY PERMITS:

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

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

SECTION 5. PRIVATE AND PUBLIC IMPROVEMENTS:

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

A. PUBLIC STREETS/ROADS

The Developer hereby agrees that:

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

B. SURFACE AND STORM WATER DRAINAGE

The Developer hereby agrees that:

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

C. GRADING, EROSION AND SILT CONTROL

The Developer hereby agrees that:

1. The Developer will cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be seeded and mulched, sodded or otherwise protected in such fashion that erosion, siltation, sedimentation and washing are prevented in accord with the plans and specifications reviewed and approved by the Director of Public Works, Village's Engineer, Wisconsin Department of Transportation, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers, if applicable.

D. LANDSCAPING AND SITE WORK

The Developer hereby agrees that:

1. Developer will preserve to the maximum reasonable extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

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, after notification, the debris is not cleaned up in the specified time period, the Village will do so at the Developer's and/or subject contractor's expense.
3. Landscaping, construction of rain gardens, if applicable, and removal of unwanted items must be completed and certified as complete by the Village prior to the time that an Occupancy Permit or Certificate of Compliance are issued. Any plants, trees or other screening vegetation required by the Development Agreement must also be maintained and replaced while this Development Agreement is in effect. No approved landscaping shall be removed unless replaced with equivalent plantings. If, due to weather conditions or unforeseen circumstances it will be impossible for the Developer to install the required landscaping within the designated time period, the Developer must request an extension from the Village Administrator. If an extension is requested, the Developer shall provide a sufficient amount of funds to cover the related costs. (In order to determine the sufficient amount of funds that will be required, the Village Administrator may present the previously mentioned landscaping plan to a representative of a Door County landscaping firm and request a written estimate for the required work.) The Developer will be provided a copy of the estimate as soon as it is available, and the required funds – the cost of the estimate plus a 10% contingency, will be held in an escrow account to be maintained by the Village for the express purpose of seeing that the required landscaping is completed in as timely a fashion as possible. As soon as the required landscaping has been completed, receipts shall be provided to the Developer, and any excess funds held in escrow will be refunded to the designated contact person. If the Village incurs any charges as the result of requesting the previously mentioned estimate, or if the cost of the landscaping exceeds the estimated amount, the Developer will be invoiced for those charges. 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. All invasive species are to be removed. No firewood may be hauled onto the site that was not harvested in Door County; dependent on design, concrete firepits may require a zoning permit.
4. The Village has the right to trim and remove any foliage which would interfere with the safe operation and maintenance of the Village rights-of-way, including easements and drainage ways.

E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL SIGNS N.A.

F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM

The Developer hereby agrees that water main and sanitary sewer main system improvements shall be constructed in accord with the following specifications and are subject to approval by the Village's Engineer:

- a) The Village of Sister Bay Engineering Design Manual dated June 18, 2008, or as revised thereafter.

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

- 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 Public Works 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.
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 or retaining walls.

G. EXISTING INFRASTRUCTURE

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

H. ADDITIONAL IMPROVEMENTS

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

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

SECTION 6. SITE SPECIFIC REQUIREMENTS:

1. The Developer shall maintain continuous access around the building 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. In accord with Village regulations liquid propane tanks shall either be buried, or, if above ground, screened, but in all instances the tanks must be placed in a location approved by the Fire Department and in compliance with the setback requirements in the Zoning Code. The tank and line locations must also be registered with Door County officials.
4. As per the requirements of §66.0710(b) of the Zoning Code the Village agrees that the general contractor working on the development will be allowed a temporary construction sign on the property equal to 24 square feet per side.

SECTION 7. ACCEPTANCE OF WORK AND DEDICATION:

When the Developer has completed the improvements herein required and has dedicated the same to the Village as set forth herein, the same shall be accepted by the Village Board if the improvements have been completed as required by this Agreement and as required by all federal, state, county or Village guidelines, specifications, regulations, laws and ordinances and have been approved by the Village's Engineer.

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

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

SECTION 9. SETBACK AGREEMENT: N.A.**SECTION 10. DEVELOPER'S GUARANTEES OF IMPROVEMENTS: N.A.****SECTION 11. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS: N.A.****SECTION 12. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF A CERTIFIED SURVEY MAP: N.A.****SECTION 13. CONSTRUCTION PERIOD FINANCIAL GUARANTEE: N.A.**

SECTION 14. NOISE 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.
2. No exterior construction work will be allowed to occur on the property that is the subject of this Development Agreement between June 30th and Fall Fest weekend, and during that entire time period the exterior of the property must remain free of unsightly construction materials or equipment. Tree removal is allowable between Labor Day and Fall Fest, with the condition that no construction equipment will be left on site overnight during this period; it does not include exterior construction work that will result in ground disturbance and does not include stump removal activities. Further, no construction work whatsoever will be allowed to occur on the property during Marina Fest, Fall Fest, the "Capture The Spirit" Tree Lighting Ceremony or any other festival or event listed in the Sister Bay Advancement Association brochure.

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

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

- a) All representations and warranties of the Developer set forth in this Development Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct;
- b) All covenants and obligations of the Developer under this Development Agreement must be duly and substantially performed, observed, satisfied and paid, when and as required herein;
- c) There must be no event of default;
- d) There must be no material adverse change in the financial condition of the Developer which might impair his ability to perform his obligations under this Development Agreement.

SECTION 16. DEFAULT/REMEDIES:

1. An event of default, hereafter referred to as "event of default", is any of the following:
 - a) A failure by the Developer to cause substantial completion of the improvements or any part thereof to occur, pursuant to the terms, conditions and limitations of this Development Agreement; or a failure of either party to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Development Agreement within thirty (30) days of notice of the failure to the Developer;

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

- 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 17. PERMITTED DELAYS: N.A.**SECTION 18. ADDITIONAL PROVISIONS:**

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

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

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

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

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

Adam and Brigid White
Sister Bay General Store, LLC
10674 North Bay Shore Drive
Sister Bay, WI 54234

4. At the July 28, 2026, Meeting of Plan Commission and the September 15, 2026, meeting of the Village Board, the governing bodies provided directions to ensure that the rooftop mechanicals are properly screened to reduce visibility. Per this direction, the following additional provision is incorporated into the development agreement:

- a) The developer agrees to include screening or other visual compatibility components to the rooftop mechanicals, with the intention of reducing visibility from roadway.

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

The Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the Village in connection with the development or relative to the construction, installation, dedication and acceptance of the improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. If the Developer and/or his attorney contact the Village Attorney and additional legal fees are incurred by the Village, the Developer will be billed for any and all of those fees. Further, if the Developer and/or his representative(s) contact Village staff members after regular office hours (between 4:00 p.m. and 8:00 a.m. Monday through Thursday, or between 4:00 p.m. Friday and 8:00 a.m. Monday), an additional charge of \$100.00 per call will be assessed. Any such charges not paid by the Developer within thirty (30) days of being invoiced may be assessed against the property as a special charge pursuant to §66.0627 of the Wisconsin Statutes.

SECTION 20. GENERAL INDEMNITY:

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

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

1 from any breach of any warranty, covenant or agreement of the Developer under this Development
2 Agreement, and the development of the property; provided that the foregoing indemnification shall not
3 be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any
4 willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified
5 Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity
6 whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons
7 acting on its behalf or under its direction or control), under this Development Agreement, or the
8 transactions contemplated hereby or the acquisition, construction, installation, ownership and operation
9 of the Development Project and the property. All covenants, stipulations, promises, agreements and
10 obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises,
11 agreements and obligations of the Village and not of any governing body, member, officer, agent, servant
12 or employee or the Village. All covenants, stipulations, promises, agreements and obligations of the
13 Developer contained herein shall be deemed to be covenants, stipulations, promises, agreements and
14 obligations of the Developer and not of any of its officers, owners, agents, servants or employees. (Please
15 refer to the *Liability Insurance and Bond Specifications for Construction Projects* addendum which is
16 attached to this Development Agreement.)
17
18

SECTION 21. INSURANCE:

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

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

SECTION 22. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

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

SECTION 23. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION 24. ZONING:

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

SECTION 25. COMPLIANCE WITH CODES AND STATUTES:

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

SECTION 26. AGREEMENT FOR BENEFIT OF PURCHASERS: N.A.**SECTION 27. ASSIGNMENT:**

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

SECTION 28. 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 29. 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.

SECTION 30. 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 project. The Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The Board may cancel the Agreement if it determines that there is no further value or need for the Developer to comply with its requirements.

[Signature page to follow]

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

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 General Store, LLC

By:

Adam White_____
Brigid White

STATE OF WISCONSIN)

) ss:

COUNTY OF DOOR)

Personally came before me this ____ day of _____, 20____, the above named Adam and Brigid White, on behalf of Sister Bay General Store, 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

Julie Thyssen

Village Clerk

STATE OF WISCONSIN)

) ss:

COUNTY OF DOOR)

Personally came before me this ____ day of _____, 20____, the above named Nate Bell, Village President, and Julie Thyssen, Village Clerk of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be the Village President and Village Clerk of said municipal corporation, who acknowledged that they executed the foregoing instrument as such officers 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: _____

*SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT***EXHIBIT A
PROPERTY DESCRIPTION**

Village of Sister Bay Tax Parcel No. **181-00-05312843G1**
Property Address: **10674 North Bay Shore Dr, Sister Bay WI**

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

EXHIBIT B

VILLAGE OF SISTER BAY DEVELOPMENT STANDARDS

1. INTRODUCTION

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

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

2. DEVELOPMENT GRADING AND DRAINAGE

- a) Required Improvements: Design, install, and provide grading of land as necessary to establish lot pads for future buildings, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.
- b) Plans and Specifications:
 1. A Grading and Drainage Plan shall be prepared showing 2' contours for both the existing and proposed conditions 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.

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

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

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

3. STORM DRAINAGE SYSTEM

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

b) Plans and Specifications:

1. Storm Sewer Plans showing plan and profile views.

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

3. Storm Sewer System Plan updates.

c) Additional considerations will be required on all ditch slopes exceeding five percent. All areas within drainage easements shall have a minimum 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.

7. STREETS (IF APPLICABLE)

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

- 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.

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

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

9. SPECIFICATIONS

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

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

10. SPECIAL PROVISIONS

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

Approved by:

Village Engineer

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 & 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

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.

SISTER BAY GENERAL STORE LLC DEVELOPMENT AGREEMENT

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

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".

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.

IV. APPLICABLE TO ARCHITECTS, CONSULTING, ENGINEERS, GENERAL CONTRACTORS & DESIGN/BUILD CONTRACTORS

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

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



STAFF REPORT

Date: September 22, 2026

To: Plan Commission

Re: Text Amendment Revisions

Author(s): Benjamin Andrews, Village Administrator

The purpose of this report is to outline the required procedural steps for adopting amendments to Chapter 66 – Zoning Code, in accordance with Wisconsin law and Village policy. The Plan Commission has completed its review of several proposed text amendments, each of which is documented in separate staff reports. This report describes the next steps necessary to advance those amendments through the formal adoption process.

The first formal step is for the Plan Commission to finalize the proposed text amendment language. These refined draft sections serve as

Once finalized, the Plan Commission must take action to recommend that the proposed text amendments be submitted for public hearing. The public hearing represents the required forum for public input prior to Board consideration.

Two draft timeline options outlining key dates for the Plan Commission recommendation and subsequent hearing steps are included in the attachments. These schedules detail the submittal of notices, written testimony deadlines, public hearing dates, and Village Board consideration dates.

A public hearing requires Class 2 notice, meaning two consecutive weekly publications in accordance with Wisconsin Statutes. The attached draft Public Hearing Notice includes fields for the dates of publication, hearing, testimony deadlines, and meeting locations. It also provides space for summarizing each proposed text amendment once final language is confirmed.

At the public hearing, the Plan Commission receives verbal and written testimony. Following the close of the hearing, the Commission deliberates and determines whether to recommend approval of the proposed text amendments to the Village Board.

If the Plan Commission recommends approval, the amendments advance to Village Board consideration as outlined in the amendment timelines.

Following Plan Commission recommendation, the Village Board reviews the proposed amendments during a properly noticed meeting. Should the Board concur with the recommendation, it may proceed with adoption via ordinance.

After approval, the ordinance is published according to statutory requirements, and the updated zoning text becomes effective.

SUMMARY OF PROCESS

The full adoption sequence is as follows:

1. Plan Commission finalizes text amendments
2. Plan Commission recommends public hearing
3. Class 2 notice published
4. Plan Commission holds public hearing
5. Plan Commission recommends approval (if appropriate)
6. Village Board considers the amendments and adopts ordinance amending Zoning Code (if appropriate)
7. Ordinance published; amendments effective

CONCLUSION

Village Staff recommends the Plan Commission finalize the zoning text amendments described in accompanying staff reports and take action to forward the proposed amendments for public hearing.

ATTACHMENT(S)

1. Amendment Timeline
2. Draft Public Hearing Notice
3. Draft Ordinance
4. Individual Staff Reports:
 - i. Fee in Lieu of Parking
 - ii. Automotive Repair
 - iii. Accessory Dwelling Units
 - iv. Developer Agreements

Proposed Text Amendment Timeline(s)

	<u><i>Scenario 1</i></u>	<u><i>Scenario 2</i></u>
Plan Commission Recommendation:	9/22/2026	10/29/2026
Class 2 Notice:		
Submission of Notice	10/2/2026	10/30/2026
Notice #1	10/9/2026	11/6/2026
Notice #2	10/16/2026	11/13/2026
Published on Friday; Deadline is Wednesday		
Written Testimony Deadline:	10/23/2026	11/20/2026
Plan Commission		
Plan Commission Public Hearing:	10/29/2026	11/24/2026
Regularly Scheduled Meeting		
Written Testimony Deadline:	11/10/2026	12/15/2026
Village Board		
Village Board Approval	11/17/2026	12/22/2026
Regularly Scheduled Meeting		



PLAN COMMISSION/VILLAGE BOARD NOTICE OF PUBLIC HEARING

Public Notice is hereby given that the Sister Bay Plan Commission will hold a public hearing on [Public Hear Date], at [Public Hearing Time], or shortly thereafter, for the purpose of considering text amendments to Chapter 66 of the Village of Sister Bay Municipal Code pertaining to zoning. If the Plan Commission recommends approval of the proposals, the Village Board will consider them at a hearing on [VB Meeting Date], at [VB Meeting Time].

The purpose of the public hearing is to obtain comments and input from the public on the proposed text amendments. 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 (visit www.sisterbaywi.gov and search for the agenda for the Zoom link or contact the Village Office by phone at 920-854-4118). A summary of the proposed text amendments are as follows:

[Expand Description Pending Final Confirmation of proposed Text Amendment Revisions] (Delete)

Fee in Lieu of Parking (Enhance)
Automotive Repair (Enhance)
Accessory Dwelling Units (Enhance)
Development Agreements (Enhance)

In addition to testimony presented at the hearing, written correspondence will also be accepted until 12:00 PM, [Written Testimony Deadline, PC], and forwarded to the Plan Commission; the deadline for the Village Board meeting is the meeting itself, [Written Testimony Deadline, VB], 4:00 PM. 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. Late correspondence may not be forwarded to the Commission or Board. Written correspondence will also be available for public inspection until the close of business on the day of the hearing and will be entered into the record. A summary of all correspondence received may be presented at the public hearing, but individual letters will not be read aloud. Anonymous correspondence will not be accepted. All related public hearing materials may normally be viewed at the Sister Bay Administration Building, 2383 Maple Drive, Sister Bay, WI between 8 AM - 4 PM, Monday through Thursday, and 8 AM – 12 PM on Friday.

By order of the Plan Commission of the Village of Sister Bay
Village Administrator

Published on [Publication Date #1] and [Publication Date #2].

ORDINANCE 2026-004**ORDINANCE TO AMEND CHAPTER 66 – ZONING CODE
FOR THE VILLAGE OF SISTER BAY**

WHEREAS, periodic updates to the ordinance are necessary in order to ensure compatibility with current zoning practices as well as ensuring consistency with the Village's Comprehensive Plan, and other Village Ordinances; and

WHEREAS, the Plan Commission of the Village of Sister Bay has drafted amendments to Chapter 66, of the Municipal Code of the Village of Sister Bay; and

WHEREAS, the Plan Commission of the Village of Sister Bay conducted a public hearing on [Date] for the purpose of seeking public comment on the proposed amendments, after which the Plan Commission recommended approval of the proposed zoning text amendments to the Village Board of Trustees; and

Now, Therefore, the Village Board of Trustees of the Village of Sister Bay, Door County, Wisconsin, does hereby ordain as follows:

Section 1 – Text Amendment

The applicable amended provisions of Chapter 66 of the Village Municipal Code, which are delineated in the attached document, referred to as Exhibit A, shall all be made.

Section 2 – Ordinances in Conflict

All other Ordinances in conflict herewith are hereby repealed.

Section 3 – Effective Date

This Ordinance shall take effect and be in full force from and after its passage and publication according to the law.

Dated this ____ day of _____, 2026.

Village of Sister Bay

Nate Bell, Village President

Attest:

Julie Thyssen, Village Clerk

Date Introduced: _____

Date Adopted: _____

Publication Date: _____

Exhibit A

(Insert Proposed Amended Provisions)



STAFF REPORT

Date: September 22, 2026

To: Plan Commission

Re: Text Amendment Revision; Fee in Lieu of Parking

Author(s): Benjamin Andrews, Village Administrator

INTRODUCTION

This staff report summarizes the proposed amendments to the Fee-In-Lieu of Parking section of the Village's zoning code (Sec. 400), including:

- Replacing the long-standing flat per-stall fee with a formula-based, evidence-driven calculation
- Establishing 2026 baseline values via Village Board resolution
- Implementing CPI-based annual adjustments and five-year input reviews
- Aligning eligibility, geographic scope, and administrative procedures with Plan Commission direction

BACKGROUND INFORMATION

Existing Fee Structure: Under the current zoning code, developers who choose not to install required off-street parking may instead pay a fee established by Village Board resolution. Historically, this fee has been \$1,000 per space per year, unchanged for roughly 19 years. Plan Commission members have noted that this static fee does not reflect actual land or construction costs, nor does it provide predictability for businesses or the Village. At the June 23, 2026 meeting, the Commission expressed strong support for:

- Transitioning to a codified formula tied to land values and construction costs to remove arbitrariness
- Adding a CPI-U Midwest Urban annual escalator for predictability
- Applying the program specifically to the B-2 and B-3 Districts rather than a distance-based buffer
- Maintaining revenue dedication exclusively for parking-related uses
- Reviewing the treatment of existing program participants with Village legal counsel
- Including a projected fee schedule so businesses can anticipate long-term costs

SUMMARY

Formula-Based Annual Fee

The revised code establishes a formula for calculating the annual fee per required parking space:

Annual Fee = $((L \times V) + C) \div A + M$, where:

- L = 350 sq ft (fixed)
- V = Assessed land value per square foot (B-3 district)
- C = Construction cost per surface parking space
- A = 20-year amortization period (fixed)
- M = Annual maintenance (\$250)

Baseline Input Values

The zoning code requires the Village Board to adopt baseline values for land cost (V) and construction cost (C) via resolution every five years.

Staff completed a full assessment analysis of all B-3 parcels and determined:

- Total assessed value: \$41,663,000
- Total land area: 900,254.52 sq ft
- Resulting baseline land value per sq ft (V): \$46.28

Construction cost for a surface parking space is established at:

- C = \$7,500 per space

All other inputs remain fixed per ordinance.

Baseline Fee Calculation

Using 2026 baseline inputs, the annual fee calculates to:

- \$1,435 per space per year

This value replaces the former \$1,000 rate.

CPI-Based Annual Adjustment

Beginning January 1 of each year, the fee adjusts based on CPI-U Midwest Urban, subject to:

- Maximum annual increase: 3%
- Minimum annual change: 0%

Five-Year Review of Inputs

Every five years, the Village Board must review and update:

- V (land value per sq ft)
- C (construction cost per space)

...via resolution, based on updated assessments and cost estimates.

The draft Board resolution explicitly states that the Board will revisit these values in 2031.

Area

Consistent with Commission direction, the updated program applies only to parcels within the B-2 and B-3 Districts.

Vested Rights

Once a business enrolls and pays the first year's fee:

- The fee is “vested,” adjusting only by CPI
- Five-year reviews do not change the rate for existing participants

This protects businesses from abrupt fee increases.

Revenue Restrictions

All fee revenue must be deposited into a dedicated fund for parking construction and maintenance within the designated benefit area.

RESOLUTION ESTABLISHING 2026 BASELINE INPUTS

The proposed Village Board resolution (Resolution No. 2026-011) adopts:

- $V = \$46.28$ per sq ft
- $C = \$7,500$ per space
- Confirms baseline fee = \$1,435 per space per year
- Requires formal review every five years

The resolution becomes effective upon adoption and sets the baseline for ongoing CPI adjustments.

RECOMMENDATION

Staff recommended the Plan Commission to consider these proposed changes to the Village's Zoning Code. Instructions on ordinance amendment are incorporated into the main report. Once the ordinance has been adopted, Village Staff recommend approval of Resolution 2026-011, established baseline inputs.

ATTACHMENT(S)

1. Village of Sister Bay Chapter 66, Zoning Code, Fee in Lieu of Creating Parking Spaces Excerpts
2. B-3 Assessment Data
3. 2026 Baseline Input Calculation (Assessed Value per Sq. Ft.)
4. 2026 Baseline Input Calculation Methodology
5. CPI Adjustment Schedule (Example)
6. Draft Resolution Establishing 2026 Baseline Inputs

VILLAGE OF SISTER BAY ZONING CODE

SEC. 400 – PARKING REGULATIONS

SEC. 400 – PARKING REGULATIONS

shall be clearly posted for the joint use of employees, and/or tenants, or customers of each respective use sharing those spaces.

- (c) *Use of Optional Modes of Transportation.* Upon demonstration to the Plan Commission that effective alternative transportation to an automobile will occur within twelve (12) months following the issuance of the Certificate of Compliance, the Plan Commission may reduce parking requirements. Optional modes of transportation may include, but are not limited to, bus transit, vanpool operations, car pool/ride sharing, moped, scooters and bicycles.

(2) Fee In Lieu of Creating Parking Spaces. A developer who cannot or chooses not to construct the required parking spaces on the parcel may be allowed to pay to the Village a fee in lieu of parking, ~~as established by resolution of the Village Board, the rate shall be per stall per year to be paid into a fund established by the Village to construct and maintain common transition parking spaces. The payment of the fee to the Village in either instance shall absolve the developer from constructing the required number of spaces on their property.~~

(a) Purpose. The purpose of the fee-in-lieu program is to: (1) Provide a predictable, formula-based alternative to constructing required off-street parking where such construction would adversely impact the pedestrian environment and development pattern of the Village's commercial districts; (2) Ensure revenue generated is dedicated to construct and maintain common transition parking spaces; and (3) establish a transparent, evidence-based fee structures.

(b) Applicability. The fee-in-lieu program is available to properties located within the B-2 and B-3 zoning districts. The program may be used to satisfy required off-street parking for non-residential uses unless otherwise restricted.

(c) Authority. A developer who cannot, or chooses not to, construct the required parking spaces on the parcel may satisfy all or part of the requirement by payment of the fee established under this section. Payment of the fee absolves the developer from constructing the required number of spaces onsite.

(d) Annual Fee Formula. The annual fee per required parking space is determined by the following formula: $Annual\ Fee = ((L \times V) + C) \div A + M$. Input values are expressed as follows:

L = Land area per space (fixed at 350 sq ft)

V = Annual Assessed land value per square foot for B-3 district (every five years; via resolution)

C = Construction cost per space (every five years; via resolution)

A = Amortization period in years (fixed at 20 years)

M = Annual maintenance cost per space (fixed at \$250)

(e) Baseline Inputs.

(1) The following inputs are fixed:

L = 350 sq ft

A = 20 years

M = \$250

(2) The following inputs are updated every five years via resolution by the Village Board:

V (land cost)

C (construction cost)

(e) Annual CPI Adjustment. Each January 1, the annual fee shall adjust by the percentage change in the U.S. Bureau of Labor Statistics CPI-U, Midwest Urban region, for the preceding calendar year, with a maximum annual increase of 3.00% and minimum annual change now smaller than 0.00%.

(f) Vested Rights and Existing Participants. Once a business executes a participation agreement and makes its first payment the fee is vested and adjusted only by CPI.

(g) Fee Revenue. The fee in lieu of parking is to be paid into a fund established by the Village to construct and maintain common transition parking spaces. The payment of the fee to

VILLAGE OF SISTER BAY ZONING CODE

SEC. 400 – PARKING REGULATIONS

SEC. 400 – PARKING REGULATIONS

the Village in either instance shall absolve the developer from constructing the required number of spaces on their property.

- (3) Large Vehicles. All businesses that cater to customers who drive vehicles larger than what can be accommodated in a 9' X 20' parking space, shall provide the appropriate number of parking spaces and access aisles to accommodate those vehicles.
- (4) Space To Be Set Aside For Reduced Parking. The site plan for a business use in the R-2, B-1, P-1 and I-1 Districts shall be designed to provide sufficient green space on the subject site to accommodate the additional parking spaces otherwise required by this chapter. Such green space shall be in addition to required yards, setbacks, driveways, private streets, loading and service areas. Sufficient green space shall be provided which, if converted to parking spaces, would provide off-street parking to meet the full requirements of this chapter at the time of application.
- (5) Changes In Occupancy Or Use. When the use of a building, structure, or land is changed to another use or occupancy that requires more parking spaces than required for the use existing immediately prior to such change, additional parking spaces shall be constructed for the new use or occupancy in the amount necessary to conform to this chapter prior to the issuance of a Certificate of Occupancy for the new use.
- (6) Changes In Intensity Of Use [See Sec. 66.1532(2)]. When the intensity of use of a building, structure or land is increased by the addition of employees, gross floor area, seating capacity, or other unit of measurement, additional parking spaces shall be constructed for such additions in the amount necessary to conform to this chapter.
- (7) Plan Commission Review and Verification. Where an adjustment to parking requirements has been granted, within one (1) year following such parking modification grant and periodically thereafter, the Plan Commission shall review the adequacy of parking to determine that the conditions justifying the parking adjustment still exist. If the parking is found to be inadequate, the Plan Commission shall order that the use of the property must comply with the parking requirements set forth in Sec. 66.0403.
- (8) B-3 District Exemption. The exemption from certain parking requirements granted by this section shall automatically expire forty-eight (48) months from the date of the adoption of the enabling ordinance. The parking exemption and related requirements shall only apply to the B-3 District.
 - (a) Subject to the requirements of site and zoning approval, all proposed new uses, new buildings, expansions of existing buildings, expanded uses, changes in intensity of use or changes in occupancy shall be evaluated for the required number of customer and employee parking spaces.
 - (b) A calculation must have been done to determine the amount of parking required to achieve compliance with the green space and related requirements.
 - (c) The business shall be given the option of installing the required parking or leaving the equivalent area as landscaped green space except that:
 1. All required parking for residential dwelling units or motel/hotel spaces must be constructed.
 2. All required parking spaces for more than four employees must be constructed.
 3. All required parking in excess of forty (40) spaces must be constructed.
 - (d) Other credits and adjustments related to parking spaces provided for in the Code would also apply.
- (9) B-2 District Exemption. If a development project includes contiguous parcels zoned both B-3 and B-2 the exemption from certain parking requirements granted by sub. (8) of this Section shall apply to that portion of the project in the B-2 District in the same manner.

Sec. 66.0405 Parking of Vehicles in Residential Districts

- (1) General Restrictions. No car, truck, construction equipment or commercial truck shall be parked regularly upon a driveway or front yard in any residential zoning district except as provided herein.

2026 Assessment Parcels, B-3 District, Official Zoning Map of the Village of Sister Bay, Door County Wisconsin, Adopted April 21st, 2026

Parcel Numbers:	Class:	Acres:	Land:	Improvement:	Total:
181210102	G2 - COMMERCIAL	0.200	\$342,100	\$549,000	\$891,100
181210205	G2 - COMMERCIAL	0.210	\$261,500	\$350,400	\$611,900
181210206	G2 - COMMERCIAL	0.250	\$278,900	\$358,700	\$637,600
181210301	G2 - COMMERCIAL	0.180	\$235,200	\$395,400	\$630,600
181210302	G2 - COMMERCIAL	0.230	\$270,200	\$201,300	\$471,500
181210305	G2 - COMMERCIAL	0.420	\$353,000	\$379,100	\$732,100
181530003	G2 - COMMERCIAL	0.070	\$91,500	\$0	\$91,500
181530004	G2 - COMMERCIAL	0.070	\$91,500	\$0	\$91,500
181530005	G2 - COMMERCIAL	0.060	\$78,400	\$0	\$78,400
181530006	X4 - OTHER	0.070	\$0	\$0	\$0
181530007	G2 - COMMERCIAL	0.020	\$17,400	\$0	\$17,400
181530008	G2 - COMMERCIAL	0.090	\$156,800	\$1,199,900	\$1,356,700
181530010	X4 - OTHER	0.070	\$0	\$0	\$0
181530011	X4 - OTHER	0.600	\$0	\$0	\$0
181540000	G1 - RESIDENTIAL	0.260	\$0	\$0	\$0
181540001	G1 - RESIDENTIAL	0.000	\$60,000	\$313,500	\$373,500
181540003	G1 - RESIDENTIAL	0.000	\$60,000	\$243,300	\$303,300
181550000	G1 - RESIDENTIAL	0.710	\$0	\$0	\$0
181550101	G1 - RESIDENTIAL	0.000	\$300,000	\$835,100	\$1,135,100
181550104	G1 - RESIDENTIAL	0.000	\$300,000	\$839,600	\$1,139,600
181550203	G1 - RESIDENTIAL	0.000	\$300,000	\$867,400	\$1,167,400
181550302	G1 - RESIDENTIAL	0.000	\$300,000	\$818,100	\$1,118,100
181580000	G2 - COMMERCIAL	0.460	\$0	\$0	\$0
181580001	G2 - COMMERCIAL	0.000	\$180,000	\$370,200	\$550,200
181580002	G2 - COMMERCIAL	0.000	\$135,000	\$192,800	\$327,800
181580003	G2 - COMMERCIAL	0.000	\$30,000	\$235,300	\$265,300
181580004	G2 - COMMERCIAL	0.000	\$30,000	\$235,300	\$265,300
181580005	G2 - COMMERCIAL	0.000	\$30,000	\$235,300	\$265,300
181580006	G2 - COMMERCIAL	0.000	\$30,000	\$235,300	\$265,300
181580007	G2 - COMMERCIAL	0.000	\$30,000	\$235,300	\$265,300
1814210001	G2 - COMMERCIAL	0.000	\$597,500	\$696,400	\$1,293,900
1814210002	G2 - COMMERCIAL	0.000	\$314,000	\$620,100	\$934,100
1814230002	G2 - COMMERCIAL	0.000	\$314,000	\$620,100	\$934,100
1814230003	G2 - COMMERCIAL	0.374	\$325,100	\$460,200	\$785,300
1814230004	G2 - COMMERCIAL	0.294	\$66,600	\$43,500	\$110,100
181210303A	G2 - COMMERCIAL	0.250	\$278,900	\$326,500	\$605,400
181210303B	G2 - COMMERCIAL	0.230	\$135,100	\$31,800	\$166,900
181530001A	G2 - COMMERCIAL	0.773	\$828,700	\$6,095,100	\$6,923,800
181530009A	G2 - COMMERCIAL	0.102	\$177,700	\$0	\$177,700
181550001G	G1 - RESIDENTIAL	0.000	\$10,000	\$35,600	\$45,600
181550002G	G1 - RESIDENTIAL	0.000	\$10,000	\$35,600	\$45,600
181550003G	G1 - RESIDENTIAL	0.000	\$10,000	\$35,600	\$45,600
181550004G	G1 - RESIDENTIAL	0.000	\$10,000	\$35,600	\$45,600
181550005G	G1 - RESIDENTIAL	0.000	\$10,000	\$35,600	\$45,600
181550006G	G1 - RESIDENTIAL	0.000	\$10,000	\$35,600	\$45,600
181550007G	G1 - RESIDENTIAL	0.000	\$10,000	\$35,600	\$45,600
1810005312841H	G1 - RESIDENTIAL	0.090	\$24,000	\$0	\$24,000
1810005312841J	G2 - COMMERCIAL	0.270	\$372,600	\$216,400	\$589,000
1810005312841R	G2 - COMMERCIAL	3.890	\$1,949,500	\$1,739,800	\$3,689,300
1810005312841S	G2 - COMMERCIAL	2.410	\$1,043,800	\$480,900	\$1,524,700
1810005312841T	G2 - COMMERCIAL	0.500	\$472,800	\$607,200	\$1,080,000
1810005312841V	G1 - RESIDENTIAL	1.430	\$784,300	\$498,900	\$1,283,200
1810005312841Z	G2 - COMMERCIAL	0.350	\$407,500	\$802,100	\$1,209,600
1810005312843F	G2 - COMMERCIAL	0.150	\$147,000	\$234,900	\$381,900
1810005312843H	G1 - RESIDENTIAL	1.100	\$445,500	\$78,100	\$523,600
1810005312841A8	G2 - COMMERCIAL	0.670	\$546,900	\$644,000	\$1,190,900
1810005312841A9	G2 - COMMERCIAL	0.420	\$219,000	\$0	\$219,000
1810005312841H1	G2 - COMMERCIAL	0.270	\$279,500	\$249,400	\$528,900
1810005312841H2	G1 - RESIDENTIAL	0.200	\$91,500	\$0	\$91,500
1810005312841J1	G2 - COMMERCIAL	0.420	\$438,000	\$357,000	\$795,000
1810005312843C1	G2 - COMMERCIAL	0.180	\$313,600	\$243,300	\$556,900
1810005312843C2	G2 - COMMERCIAL	0.284	\$249,000	\$257,600	\$506,600
1810005312843F1	G2 - COMMERCIAL	0.620	\$374,100	\$925,100	\$1,299,200
1810005312843G1	G1 - RESIDENTIAL	1.420	\$867,400	\$0	\$867,400
Totals	64	20.667	\$16,095,100	\$25,567,900	\$41,663,000

2026 Baseline Input, Assessed Land Value per Sq. Ft.

Total Assessed Value for B-3 District (2026): \$41,663,000

Total Acres for B-3 District (2026): 20.667 [1 acre = 43,560 sq. ft.]

Total Sq. Ft. for B-3 District (2026): 900,254.52

Assed Value/Sq. Ft. (2026): \$46.28

Annual Fee = ((L × V) + C) ÷ A + M

L = \$ 350
V = \$46.28
C = \$7,500
A = 20
M= \$250

((L * V) + C) / A + M

Step-by-Step Breakdown

((\$ 350 * \$46.28) + \$7,500) / 20 + \$250

Add inside the outer parentheses:

(\$16,198) + \$7,500) / 20 + \$250

Divide by 20:

\$23,698 / 20 + \$250

Add the final \$250:

\$1,185 + \$250

The final result of the mathematical expression:

\$1,435

CPI Adjustment Schedule (Example)

<i>Year #</i>	<i>Year</i>	<i>Fee In Lieu (Baseline)</i>	<i>CPI %</i>	<i>Annual CPI Adjustment</i>	<i>Fee in Lieu (w/ CPI Adjustment)</i>
1	2026	\$ 1,435	0	\$ -	
2	2027	\$ 1,435	2.75%	\$ 39	\$ 1,474
3	2028	\$ 1,435	2.75%	\$ 41	\$ 1,515
4	2029	\$ 1,435	2.75%	\$ 42	\$ 1,557
5	2030	\$ 1,435	2.75%	\$ 43	\$ 1,599
6	2031	\$ 1,435	2.75%	\$ 44	\$ 1,643
7	2032	\$ 1,435	2.75%	\$ 45	\$ 1,689
8	2033	\$ 1,435	2.75%	\$ 46	\$ 1,735
9	2034	\$ 1,435	2.75%	\$ 48	\$ 1,783
10	2035	\$ 1,435	2.75%	\$ 49	\$ 1,832
11	2036	\$ 1,435	2.75%	\$ 50	\$ 1,882
12	2037	\$ 1,435	2.75%	\$ 52	\$ 1,934
13	2038	\$ 1,435	2.75%	\$ 53	\$ 1,987
14	2039	\$ 1,435	2.75%	\$ 55	\$ 2,042
15	2040	\$ 1,435	2.75%	\$ 56	\$ 2,098
16	2041	\$ 1,435	2.75%	\$ 58	\$ 2,155
17	2042	\$ 1,435	2.75%	\$ 59	\$ 2,215
18	2043	\$ 1,435	2.75%	\$ 61	\$ 2,276
19	2044	\$ 1,435	2.75%	\$ 63	\$ 2,338
20	2045	\$ 1,435	2.75%	\$ 64	\$ 2,403

RESOLUTION NO. 2026-011

A RESOLUTION ESTABLISHING THE 2026 BASELINE INPUTS FOR THE FEE-IN-LIEU OF PARKING PROGRAM PURSUANT TO SEC. 400 OF THE VILLAGE OF SISTER BAY ZONING CODE

WHEREAS, Sec. 400 of the Village of Sister Bay's Municipal Code, Chapter 66, Zoning Code authorizes a fee-in-lieu program that permits developers who cannot, or choose not to, construct required off-street parking spaces to instead satisfy parking requirements through payment of an annual fee established by resolution of the Village Board;

WHEREAS, Sec. 400 specifies that the annual fee shall be calculated according to the formula: $Annual\ Fee = ((L \times V) + C) \div A + M$, where L, V, C, A, and M represent defined components of land area, land value, construction cost, amortization period, and maintenance cost, respectively;

WHEREAS, the zoning code further stipulates that certain inputs (V and C) must be established by Village Board resolution and updated every five years;

WHEREAS, the Village has compiled 2026 baseline assessment data for all parcels within the B-3 District, totaling \$41,663,000 in land and improvement value across 20.667 acres, yielding 900,254.52 square feet of land area and an assessed land value of \$46.28 per square foot for formula purposes;

WHEREAS, construction cost estimates for surface parking facility development have been reviewed and the baseline 2026 construction cost input is \$7,500 per space;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Sister Bay that the following 2026 Baseline Inputs are hereby adopted for purposes of calculating the fee-in-lieu of required off-street parking spaces pursuant to Sec. 400 of the zoning code:

2026 Baseline Inputs

- L (Land Area per Space): 350 sq ft (fixed)
- V (Assessed Land Value per Sq. Ft.): \$46.28 (per 2026 assessment)
- C (Construction Cost per Space): \$7,500 (2026 baseline)
- A (Amortization Period): 20 years (fixed)
- M (Annual Maintenance Cost): \$250 per space (fixed)

BE IT FURTHER RESOLVED, that using these inputs, the baseline 2026 fee-in-lieu of parking calculation results in an annual fee of \$1,435 per required parking space per year, consistent with the mathematical breakdown contained in the supporting documentation.

BE IT FURTHER RESOLVED, that the Village Board shall revisit and update the values of V (land value per square foot) and C (construction cost per space) every five (5) years, pursuant to the requirements of Sec. 400 of the zoning code.

BE IT FINALLY RESOLVED, that this resolution shall take effect immediately upon adoption.

Passed and approved on this _____ day of _____, 2026.

Attest:

Nate Bell, Village President

Julie Thyssen, Village Clerk

Vote: Ayes ____ No ____



STAFF REPORT

Date: September 22, 2026

To: Plan Commission

Re: Text Amendment Revision; Automotive Body and Mechanical Repair

Author(s): Benjamin Andrews, Village Administrator

INTRODUCTION

This report summarizes the recent revisions to the Zoning Code regarding Automotive Body and Mechanical Repair in the B-1 General Business District. The updates are based on discussions held at the Plan Commission meetings on June 23, 2026, and July 28, 2026, as well as the updated draft zoning code language now included in Sec. 66.0320(7). The intent behind these revisions is to ensure compatibility with surrounding land uses, establish clear performance standards, and provide a regulatory structure that aligns with the Commission's goals for the district.

BACKGROUND INFORMATION

Summary of June 23, 2026 Plan Commission Discussion: At the June 23 meeting, the Commission reviewed the initial concept of adding automotive body and mechanical repair as a permitted use within the B-1 District. Commissioner Heidler raised concerns about the potential impacts on adjacent residential properties, including noise, vehicle storage, dust, and the use of volatile chemicals, noting that Liberty Grove restricts such uses to parcels of at least 10 acres to mitigate those issues. Other Commissioners highlighted that several existing B-1 uses, such as gas stations and commercial laundries, present similar operational challenges, and that Sister Bay has previously hosted an automotive service business without complaints. A representative from the prospective business emphasized that all work would occur indoors and that the business was committed to meeting all buffering, screening, and performance standards. The Commission ultimately agreed that the use could be appropriate in B-1 but requested the development of detailed performance standards addressing noise, storage, and screening. They further clarified that the use should not be added to B-3, and even questioned whether it should be removed if currently listed.

Summary of July 28, 2026 Plan Commission Discussion: During the July 28 meeting, staff presented draft language outlining performance standards for the use. Commissioner Heidler again raised compatibility concerns, suggesting that automotive repair may be more appropriate as a conditional use rather than a permitted use. He noted that the conditional use process would provide an opportunity for public hearings and notifications to neighboring properties. Commissioners Ahrens and Bell pointed out that similar uses, including boat sales and service—which involve comparable mechanical activities—are currently permitted in B-1, and they expressed concern that singling out automotive repair as conditional without a broader review of permitted uses might create inequity in the district’s use table. After further discussion, the Commission reached consensus to classify automotive body and mechanical repair as a conditional use in the B-1 District. The Commission also requested cross-references to existing code sections relating to vehicle storage (Sec. 66.403(5)) and air pollution standards (Sec. 66.080-2) to ensure consistency and avoid duplicative language.

SUMMARY OF UPDATED ZONING CODE LANGUAGE (SEC. 66.0320 – B-1 DISTRICT)

The updated zoning code excerpts reflect the Commission’s direction by adding automotive body and mechanical repair as a conditional use under Sec. 66.0320(3). The newly drafted Sec. 66.0320(7) establishes comprehensive performance standards governing the use. These standards require that all repair, mechanical work, painting, sanding, grinding, and similar activities occur fully indoors to prevent noise and dust impacts on surrounding properties. Outdoor vehicle storage is restricted to designated areas shown on an approved site plan and must comply with Sec. 66.403(5). Inoperable vehicles may not remain outdoors longer than 30 days unless properly screened.

Screening requirements mandate a solid wall or fence between six and eight feet, evergreen landscaping capable of forming a year-round screen within two years, or a combination of both. Noise generated by the use must comply with existing performance standards in Sec. 66.0808, and ventilation, paint booths, and air-handling units must be designed to prevent odors and particulates from being detected at any property line, as required by Sec. 66.0802. Finally, businesses must be closed to the public between 9:00 PM and 7:00 AM as an additional measure to ensure compatibility with nearby residential areas.

ANALYSIS

The revisions respond directly to the concerns raised by the Plan Commission while maintaining consistency with similar allowed uses in the district. By classifying the use as conditional, the Village retains the ability to review each application on a case-by-case basis, ensuring that impacts related to noise, odors, screening, and vehicle storage can be effectively mitigated. The performance standards also strengthen enforceability by referencing existing noise, air quality, and parking regulations rather than creating redundant or conflicting requirements. Overall, the updated language provides a balanced regulatory approach that allows the use to operate within the B-1 District while preserving the district’s compatibility with surrounding residential areas.

STAFF RECOMMENDATION

Village Staff recommends that the Plan Commission review and affirm the updated automotive repair language in Sec. 66.0320(7). Staff further recommends moving the proposed amendments forward to public hearing and considering a future, broader evaluation of the B-1 District's permitted and conditional use framework to maintain long-term consistency within the district.

ATTACHMENT(S)

1. Village of Sister Bay Chapter 66, Zoning Code, Automotive Body and Mechanical Repair Excerpts

VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0320 – B-1 GENERAL BUSINESS DISTRICT

SEC. 66.0320 – B-1 GENERAL BUSINESS DISTRICT

SECTION 66.0320 – B-1 GENERAL BUSINESS DISTRICT

Sec. 66.0320 B-1 General Business District

The General Business (B-1) District is intended to provide areas for attractive and accessible groupings of business, commercial, office and other general retail uses in convenient locations outside of the Downtown Business (B-3) District. This section provides standards for the orderly improvement and development within the General Business District based on the following principles:

- Development that is consistent with the natural environment.
- Development that maintains the Village's traditional small town appearance, in which its housing, shops, work places, parks and civic facilities co-exist in relative harmony.
- Development that balances the needs of a resort town and a residential Village.
- Designs that meet the architectural standards and enhance the Village's historic architecture. *[See Section 4000 (Architectural Guide)]*

(1) Permitted Uses.

- (a) Auto sales and service.
- (b) Banks/financial institutions.
- (c) Barber shops, beauty salons and spas.
- (d) Bed and breakfasts.
- (e) Boat sales and service.
- (f) Catering services.
- (g) Churches.
- (h) Cinemas, theaters or performance halls.
- (i) Commercial laundries.
- (j) Dance studios.
- (k) Funeral homes.
- (l) Gasoline service stations.
- (m) Group day care centers.
- (n) Condominium Hotels/Motels and/or Hotel/Motel Condominiums.
- (o) Hotels/motels.
- (p) Indoor institutional uses.
- (q) Infrastructure essential services.
- (r) Information centers.
- (s) Lawn and garden centers.
- (t) Licensed massage therapy and body work facilities as certified by the State.
- (u) Light industrial food preparation, manufacturing, processing and assembly, packaging, storage and distribution.
- (v) Construction supply centers.
- (w) Marinas.
- (x) Medical, dental, cosmetic and optical clinics.
- (y) Municipal buildings.
- (z) Municipal utility facilities.
- (aa) Parks.
- (bb) Physical fitness centers.
- (cc) Professional offices.
- (dd) Public parking lots.
- (ee) Radio and television studios.
- (ff) Restaurants. *[See Sec. 66.0350]*

VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0320 – B-1 GENERAL BUSINESS DISTRICT

SEC. 66.0320 – B-1 GENERAL BUSINESS DISTRICT

- 1 (gg) Retail general uses.
 2 (hh) Self-service laundries and dry-cleaning facilities.
 3 (ii) Single family housing in existence as of January 1, 2007; said housing can be utilized as a
 4 short-term rental.
 5 (jj) Taverns and/or cocktail lounges.
 6 (kk) Trade and contractor suppliers' offices and supply centers.
 7 (ll) Travel agencies.
 8 (mm) Video productions.
 9 (2) Permitted Accessory Uses.
 10 *[See Accessory Uses and Structures – Sec. 66.0501]*
 11 (a) Outdoor Displays. *[See Sec. 66.0506]*
 12 (b) Solar collectors attached to the principal structure.
 13 (c) One single-family dwelling or a non-transient residential unit, located on the same property
 14 as the business. The on-site parking required for the accessory residential unit must be
 15 available on site.
 16 (3) Conditional Uses.
 17 (a) Apartments. *[See Sec. 66.0320]*
 18 ~~(b)~~ Assembly Halls.
 19 ~~(b)(c)~~ Automotive body and mechanical repair. *[See Sec. 66.0320(7)]*
 20 ~~(e)(d)~~ Commercial recreation facilities (indoor and outdoor), such as arcades, bowling alleys,
 21 clubs, dance halls, driving ranges, gymnasiums, health clubs, miniature golf facilities, pool
 22 and billiard halls and indoor skating rinks.
 23 ~~(e)(e)~~ Flea Markets (limited to 12 days outdoors in any calendar year).
 24 ~~(e)(f)~~ Solar energy as an accessory structure.
 25 ~~(f)(g)~~ Non-Village utility facilities.
 26 ~~(g)(h)~~ Light assembly, light manufacturing and related activities.
 27 ~~(h)(i)~~ Seasonal employee housing. *[See Sec. 66.0320(5)(b)]*
 28 ~~(i)(j)~~ Storage. *[See Sec. 66.0320(5)(a)]*
 29 (j) Outdoor entertainment facilities.
 30 (k) Mobile Food Vendor Courts. *[See Sec. 66.0320(6)]*
 31 (4) Dimensional Lot Standards.

B-1 District Dimensional Lot Standards Table		
Lot Served by Public Sewer [1]	Minimum Area	20,000 square feet
	Minimum Width (interior lot)	60 feet
	Minimum Width (corner lot)	110 feet
Lot Served by Public Sewer [1]	Minimum Green Space	20% of lot shall be left as green space
Lot Not Served by Public Sewer [1]	Minimum Area	25,000 square feet
	Minimum Width (interior lot)	100 feet
	Minimum Width (corner lot)	110 feet
Lot Not Served by Public Sewer [1]	Minimum Green Space	20% of lot shall be left as green space
Structure Standards		
Principal Structure	Maximum Height	35 feet

VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0320 – B-1 GENERAL BUSINESS DISTRICT

SEC. 66.0320 – B-1 GENERAL BUSINESS DISTRICT

Minimum Setbacks		
Principal Structure	Front Yard (on public streets)	45 feet from centerline of street right-of-way
	Front Yard (not on public street)	40 feet from edge of easement or edge of pavement
	Side Yard	10 feet [2] - the setback area must be green space
	Rear Yard	20 feet - the setback area must be green space
Accessory Structures	Front Yard (on public street) [3]	45 feet from centerline of street right-of-way
	Front Yard (not on public street) [3]	40 feet from edge of easement or edge of pavement
	Side Yard	10 feet [2] - the setback area must be green space
	Rear Yard	20 Feet - the setback area must be green space
1. Lots shall have sufficient area and width for the principal structure(s) and its accessory structures, off-street parking and loading areas, and required setbacks. 2. May be increased by Village Engineer in order to accommodate required grading between properties. 3. Accessory structures located in front yard require a conditional use permit.		

1 (5) Special Standards. This section supplements the standards contained in Sec. 66.0320(4) and
 2 provides standards for the following land uses in order to control the scale and compatibility of
 3 those uses within the B-1 District.

4 (a) *Conditional Use Permits For Storage Buildings.* At a minimum the Plan Commission shall
 5 apply the following standards when considering a Conditional Use Permit for storage
 6 buildings. The minimum space for a storage unit will be 1500 square feet, and the buildings
 7 containing the units must be constructed of non-metal materials other than doors and
 8 windows. A storage building shall not contain more than four storage units. Real or false
 9 windows must be installed on the exterior facing walls to reduce the long blank wall
 10 appearance, and the buildings shall be set back a minimum of 250 feet from the centerline
 11 of State Highways 42 and/or 57 and screened from the highway by other buildings. The
 12 storage spaces may be for actual storage or to allow the owner or occupant to work within
 13 the storage building for the purposes of maintaining their belongings such as autos,
 14 boats and other belongings. Prior to the time that an Occupancy Permit will be issued, the
 15 buildings must be equipped with fire sprinklers. No overnight storage or parking of
 16 materials, vehicles, etc. outside is permitted, and none of the overhead doors shall be
 17 visible from an adjacent residential property.

18 (b) *New Apartment Buildings in Which Seasonal and Year-Round Employee Housing Will Be*
 19 *Provided.* New apartment buildings in which seasonal and year-round employee housing
 20 will be provided must comply with the building height and area standards as well as the
 21 unit density requirements of the R-2 District and the other requirements for that District,
 22 including the fact that the property must be served by public sewer and water. [See Sec.
 23 66.0312] The conversion of existing commercial buildings into apartments that will be
 24 utilized for seasonal as well as year-round employee housing must also comply with the
 25 parking requirements for the R-2 District. As part of the conversion of an existing
 26 commercial building to one of the listed uses above, if any building addition(s) are
 27 constructed at that time or in the future, the building addition(s) is/are subject to the
 28 building height and area standards as well as the unit density requirements of the R-2
 29 District [See Sec. 66.0312], as well as the other applicable requirements as exist.

30 (6) Mobile Food Vendor Courts. In the B-1 Zoning District mobile food vendor courts shall be allowed,
 31 provided the following conditions can be satisfied:

32 (a) A lot hosting a mobile food vendor court shall be at least 20,000 square feet in area.

VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0320 – B-1 GENERAL BUSINESS DISTRICT

SEC. 66.0320 – B-1 GENERAL BUSINESS DISTRICT

- (b) To avoid congestion or hazardous intersections and accesses, only approved public road access points shall be used to access a mobile food vendor food court. Private access may be allowed by a three-quarter (3/4) majority vote of the Plan Commission.
- (c) The mobile food vendor court parking and driving areas shall be paved and the site designed for proper storm water runoff.
- (d) To avoid overcrowding, the maximum density for the mobile food vendor court shall not exceed one vendor per every 4,500 square feet of lot area.
- (e) To account for pedestrian safety and customer waiting lines and foot traffic, and to ensure there is no trespass, the mobile food vendor court, and any structures, shall have at least double the required side and rear setback for a principal structure in the B-1 Zoning District, and at least a distance that is equal to or greater than the required road setback for the B-1 District must be maintained. All mobile food vendor units, associated vehicles and equipment, shall be located within the food vendor court itself and shall not protrude into the setbacks.
- (f) For safety reasons all mobile food vendor units must maintain a distance of 10 feet from the nearest edge of any building, vehicle and combustible materials.
- (g) No less than four (4) parking stalls shall be required for every mobile food vendor unit. Mobile food vendor units on private property may not cause the host parking lot to be in violation of off-street parking requirements per the Zoning Code.
- (h) Patron seating shall be provided at a minimum rate of eight (8) chairs per mobile food vendor unit.
- (i) Toilet and hand washing facilities shall be provided in compliance with State Codes; however, for sanitary and environmental purposes, portable toilets are not allowed. If the restrooms are more than 100 feet from a mobile food vendor unit, signs shall be posted at each mobile food vendor unit indicating where restrooms are available. An exterior sign stating 'Restrooms', shall be posted on the exterior of the restroom and shall be legible from a distance of 100 feet.
- (j) The mobile food vendor court operator shall make provisions for the on-site disposal of the vendor(s) greywater to prevent improper disposal.
- (k) One on-site sign is allowed to promote the location of the mobile food vendor court. To protect the night sky and not be a distraction to the motoring public, the sign shall not be illuminated.
- (l) Any lighting associated with the mobile food vendor court shall use a hood and lens so light is cast downward and onto the property so as to not disturb the night sky nor adjacent properties.
- (m) There shall be no tents except as provided in Sec. 66.0302(4)(g). Gazebos and other shelters may be allowed provided they are shown on the site plan and other code approvals and required permits are obtained.
- (n) The mobile food vendor unit owner or operator shall not be allowed to camp on-site unless in an approved campground.
- (o) There shall be no amplified live music; noise shall be in compliance with this chapter and the Municipal Code.
- (p) Except for a back-up generator, only one generator is allowed onsite; the back-up generator shall not exceed 70 dBA, and other than for emergency purposes, may only generate power for test purposes. All testing shall be during normal business hours.
- (q) All mobile food vendors and their employees shall be made aware of where on-site the fire extinguishers and functioning water hoses are located.
- (r) An employee of the mobile food vendor court shall be on site during hours of operation.
- (s) The mobile food vendor court shall be closed to the public between 9:00 PM and 7:00 AM.

VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0320 – B-1 GENERAL BUSINESS DISTRICT

SEC. 66.0320 – B-1 GENERAL BUSINESS DISTRICT

- (t) No mobile food vendor unit shall be stored on site when not serving food for thirty-six (36) hours or more.
- (u) To control vermin and the risk of pollution, all trash must be in an enclosed receptacle. The landowner or manager shall be responsible for ensuring no garbage protrudes from the trash receptacle unit.
- (v) No mobile food vendor operating as a formula business shall be allowed in a mobile food vendor court.

(7) Automotive Body and Mechanical Repair Use Standards. Automotive body and mechanical repair is permitted in the B-1 General Business District, subject to the following performance standards, which are intended to ensure compatibility with neighboring properties, maintain the Village's small-town character, and protect public health and safety.

(a) All repair, maintenance, painting, bodywork, mechanical work, and parts installation shall occur entirely within a fully enclosed building. No sanding, painting, grinding, hammering, or other noise-generating activity may occur outdoors.

(b) Vehicles awaiting repair or pickup may be stored outdoors only in designated areas clearly shown on an approved site plan. Outdoor vehicle storage shall comply with Parking Requirements, see Sec. 66.403(5). No inoperable vehicle may remain outdoors for more than 30 consecutive days unless screened in compliance with See Sec. 66.0320(7)(c).

(c) Outdoor storage areas, work yards, and staging areas shall be screened from view of adjacent residential districts and public rights-of-way using one or more of the following:

- 1. A solid architectural wall or fence between 6 and 8 feet in height;
- 2. Evergreen landscaping capable of forming a year-round visual screen within two years;
- 3. A combination of fencing and landscaping.

(d) Noise generated by the use shall comply with existing performance noise standards at all times, see Sec. 66.0808

(e) Ventilation systems, paint booths, and air-handling units shall be located and designed to prevent odors, fumes, or particulate matter from being detected at any property line, in compliance with Sec. 66.0802.

(f) The automotive body and mechanical repair shop shall be closed to the public between 9:00 PM and 7:00 AM.



STAFF REPORT

Date: September 22, 2026

To: Plan Commission

Re: Text Amendment Revision; Accessory Dwelling Unit (ADU)

Author(s): Benjamin Andrews, Village Administrator

INTRODUCTION

This report summarizes the revisions made to the Accessory Dwelling Unit (ADU) section of the Village's zoning code following Plan Commission direction from the June and July 2026 meetings, subsequent legal research, and inclusion of updated ADU language into the revised code. The action items recommended by the Commission have now been incorporated into the zoning text, and this document explains the resulting changes and their policy basis.

BACKGROUND INFORMATION

The Plan Commission's recent work on ADUs stemmed from a renewed interest in enabling multigenerational housing, long-term rental options, workforce housing, and aging-in-place opportunities. Commissioners recognized that ADUs can serve as an important tool but must be carefully regulated to ensure compatibility with residential neighborhoods and alignment with state law. Meeting discussions also emphasized the need to address concerns about short-term rental use, owner occupancy, accessibility, district eligibility, and overall size and design standards.

SUMMARY OF ZONING CODE REVISIONS

1. Owner-Occupancy Requirement Added

The revised zoning code now requires that either the principal dwelling or the ADU be owner-occupied, with allowance for a temporary absence of up to six months. This change directly implements Commission direction and is supported by staff legal research indicating that Wisconsin municipalities *may* regulate owner occupancy for ADUs. State law also prohibits the Village from restricting temporary absences shorter than six months, and the revised code complies with this limitation.

2. Expanded List of Districts Where ADUs Are Permitted

The revised zoning code has been updated to allow ADUs in R-1, R-2, R-3, R-4, and CS-1. This implements Commission direction to add ADUs to the R-4 District, reversing the prior restriction that prohibited ADUs in R-4 due to density constraints.

3. Maximum Square Footage Updated

The revised code now establishes a maximum ADU size of 1,200 square feet, with no minimum square footage requirement. This reflects Commission discussion supporting removal of the former minimum (800 sq ft), while maintaining a clear maximum and leaving flexibility for accessibility and building-code compliance.

4. Clarification of Eligible Principal Dwelling Types

The revised code maintains the requirement that ADUs may only be accessory to single-family detached principal dwellings. This aligns with Commission consensus and ensures ADUs do not attach to duplexes, multifamily, townhomes, commercial, or mixed-use buildings.

5. Attached and Detached ADUs Remain Permitted

The revised code continues to allow both attached and detached ADUs, consistent with Commission direction and past policy.

6. Updated Parking Requirements

At least one additional off-street parking space must be provided for each ADU, consistent with existing residential parking formulas. This retains existing requirements while allowing the Plan Commission to consider future incentives for owner-occupied ADUs.

7. Height Limitation Maintained

The maximum ADU height remains no taller than the principal structure, ensuring compatibility with neighborhood character.

8. Architectural Compatibility Standards Retained

ADUs must remain consistent with the architectural character, materials, roof pitch, and color palette of the principal dwelling. This reinforces design consistency and neighborhood compatibility.

LEGAL RESEARCH FINDINGS

Based on research conducted following Commission direction:

- Municipalities in Wisconsin have explicit authority to impose owner-occupancy requirements for ADUs so long as such requirements do not conflict with state laws governing residential use.
- State law permits temporary absences of up to six months, and municipalities may not restrict this allowance. The revised zoning code honors this requirement.
- Because legislation that would have allowed municipalities to restrict ADUs from functioning as short-term rentals did not pass, the Village must continue to rely on owner-occupancy provisions and its existing STR regulations for enforcement.

ATTACHMENT(S)

1. Village of Sister Bay Chapter 66, Zoning Code, ADU Excerpts

VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0501 – ACCESS. USES & STRUCTURES

SEC. 66.0501 – ACCESS. USES & STRUCTURES

SECTION 500 - ACCESSORY USES, HOME OCCUPATIONS, FENCES, AND ANTENNAS

Sec. 66.0501 Accessory Uses and Structures

Accessory uses and structures are those that are usually and customarily incidental to the principal use that is located on the same property as the accessory use or structure. Accessory uses shall be permitted in any district as may be specified in the appropriate district regulations or herein.

(1) General Regulations. Accessory structures shall be subject to the following regulations:

(a) Permit Required. Accessory structures shall require a regular zoning permit except: minor structures such as birdhouses, yard light poles, birdbaths, doghouses (housing dogs which are licensed as the personal pets of the residents of the property), tree houses, non-commercial fuel storage tanks and pumps, clothesline poles, lawn ornaments, flag poles, mailboxes, garbage containers, ice fishing shanties, school bus waiting shelters, and farm livestock hutches. Accessory buildings greater than 120 square feet in area shall also require the issuance of a building permit.

(b) Accessory Dwelling Units. Accessory dwelling units shall be subject to the following regulations:

1. The principal dwelling or the accessory dwelling unit must be owner-occupied except that a temporary absence of up to six (6) months is allowed.
2. ADUs are permitted only as accessory uses to single-family detached principal dwellings.
3. ADUs shall not be permitted on parcels containing duplexes, multifamily dwellings, townhomes, commercial buildings, or mixed-use structures.
4. ADUs may be allowed in the following districts: R-1, R-2, R-3, R-4 and CS-1.
5. ADUs shall not be allowed in the R-4 Small Lot Residence District due to density limitations.
6. Both attached and detached ADUs are permitted.
7. No more than one (1) accessory dwelling unit may be located on a lot.
8. The accessory dwelling unit shall not be sold separately from the principal structure.
9. The maximum height of ADU shall be no greater than the height of the principal structure.
10. The size of an accessory dwelling unit shall be a maximum of twelve hundred square feet.
11. An accessory dwelling unit shall contain no more than two (2) bedrooms
12. The minimum setback requirements shall be those for accessory buildings or structures of the underlying zoning district.
13. Accessory dwelling unit entryways within a rear or side yard shall be connected to a street frontage by a paved walkway or driveway.
14. For accessory dwelling units constructed within the principal building, the appearance or character of the principal building shall not be significantly altered so that its appearance is no longer that of a single-family dwelling.
15. ADUs shall be consistent with the architectural character, materials, roof pitch, and color palette of the principal structure.
16. Detached ADUs shall comply with all accessory-structure criteria in Sec. 66.0501 unless superseded by this section.

~~(a)17.~~ At least one additional off-street parking space shall be provided for each ADU, following the existing residential parking formulas in Sec. 66.0403.

(b) Living Quarters Prohibited. Accessory structures shall not contain living quarters.

(c) Location. Accessory structures shall be located on the same lot as the principal use to which it is accessory.

(d) Principal First. An accessory structure shall not be permitted until its associated principal structure is present or under construction, except that one accessory building may be

Commented [BA1]: [ADU-slideshow-DCHI-Feb-2023.pdf](#)

Commented [BA1R2]: Owner

Commented [BA2]: [cb473.pdf](#)

Commented [BA3]: This section of the code prohibits accessory dwelling units.



STAFF REPORT

Date: September 22, 2026

To: Plan Commission

Re: Text Amendment Revision; Development Agreement

Author(s): Benjamin Andrews, Village Administrator

INTRODUCTION

The purpose of this report is to summarize and formalize the Plan Commission's recommended changes to the Village Zoning Code regarding the required timeline for execution of Development Agreements. These amendments stem directly from the Commission's discussion on July 28, 2026, and are now incorporated into the draft zoning code for final consideration.

BACKGROUND INFORMATION

Under the existing zoning code (Sec. 66.1520), applicants are required to execute a Development Agreement within six months of Village Board approval. In practice, this long window has created administrative challenges, including lengthy delays, uncertainty for staff and applicants, and instances where projects remained inactive while agreements were left unsigned.

The Plan Commission addressed this issue at its July 28, 2026, meeting, noting that the six-month timeline had been used as a delaying tactic and was out of sync with practical development review needs.

During discussion, the Commission agreed that:

- A significantly shorter and more enforceable signing period is necessary.
- Forty-five (45) days is a reasonable timeline that allows for attorney review and applicant coordination while preventing prolonged inactivity.
- Failure to sign within 45 days should result in automatic forfeiture of the agreement.
- If an applicant wishes to proceed after forfeiture, they must restart the zoning application process.

These recommendations were unanimously supported by the Plan Commission.

PROPOSED ZONING CODE AMENDMENT

The revised draft zoning code (Sec. 66.1520) now incorporates the Commission's recommended changes:

Previous Language:

"Failure to sign a Development Agreement within six (6) months of approval by the Village Board shall be deemed a forfeiture..."

Updated Language:

"Failure to sign a Development Agreement within forty-five (45) days of approval by the Village Board shall be deemed a forfeiture..."

ATTACHMENT(S)

1. Village of Sister Bay Chapter 66, Zoning Code, Development Agreement Excerpts

VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.1520 – DEV. AGREEMENT REQUIRED

SEC. 66.1525 – TERMS OF DEV. AGREEMENT

- 1 planned unit development approvals, temporary use approvals, sign permits, site plans,
- 2 certificates of compliance, variances, appeal interpretations, and applications.
- 3 (2) Determine that all zoning permit applications and their constituent plans; certificate of
- 4 compliance requests, sign permit applications and their constituent plans; and other applications
- 5 and plans comply with all the provisions of this chapter.
- 6 (3) Make interpretations regarding the provisions of this chapter.
- 7 (4) If requested or helpful, receive, file and forward (to the appropriate person, committee or agency)
- 8 all completed applications for any permits or procedures provided for in this chapter.
- 9 (5) Inspect all structures, lands and waters as often as necessary, to assure compliance with this
- 10 chapter.
- 11 (6) Issue permits as required by this chapter. Issuance may include conditions, as deemed necessary
- 12 to ensure compliance with this chapter.
- 13 (7) Upon receipt of a survey from a property owner or their agent, record the lowest floor elevations
- 14 of all structures erected, moved, altered or improved in the flood-land areas.
- 15 (8) Investigate all complaints made relating to the location of structures and the use of structures,
- 16 lands and waters, give notice of all violations of this chapter to the owner, resident, agent, or
- 17 occupant of the premises.
- 18 (9) Is permitted access to premises and structures during reasonable hours to make those inspections
- 19 as deemed necessary by the Zoning Administrator to ensure compliance with this chapter. If,
- 20 however, they are refused entry after presentation of their identification, they may procure a
- 21 special inspection warrant in accordance with Wis. Stats. §66.122.
- 22 (10) Prohibit the use or erection of any structure until they have inspected and approved such use or
- 23 erection.
- 24 (11) Institute, in the name of the Village, any appropriate action or proceeding against a chapter
- 25 violator, as provided by law.
- 26 (12) Request assistance and cooperation from the Door County Sheriff's Department and the Village
- 27 Attorney as deemed necessary.
- 28 (13) Attend all meetings of the Plan Commission and the Village Zoning Board of Appeals.

Secs. 66.1511 - 66.1519, Reserved

Sec. 66.1520 Development Agreement Required

- 31 (1) The applicant shall be required to enter into a Development Agreement with the Village at the
- 32 time of approval of an application for a Zoning Permit for all projects and developments listed
- 33 below:
- 34 (a) All new construction other than individual single-family homes, which are not part of an
- 35 active subdivision or condominium plat.
- 36 (b) Commercial projects, including those projects in existing buildings involving a change of use
- 37 or occupancy, expansion, or where the building is non-conforming for setback, height or
- 38 parking.
- 39 (c) The Plan Commission shall have the authority to exempt an applicant from securing a
- 40 Development Agreement with a three-fourths (3/4) majority of the Plan Commission. This
- 41 does not include those uses in the Country Walk Shops commercial center development
- 42 where a use is changed solely to a retail use, or, existing nonconforming commercial
- 43 buildings which elect to replace siding and existing windows or install new window
- 44 openings.
- 45 (2) Applicants shall agree to reimburse the Village for all costs incurred by the Village for engineering,
- 46 inspection, planning, legal and administrative expenses in:
- 47 (a) Processing, reviewing, revising, and approving conceptual, preliminary or final
- 48 development plans, including meeting time, regardless of whether the developer attended
- 49 or participated in the meeting; and,

VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.1520 – DEV. AGREEMENT REQUIRED

SEC. 66.1525 – TERMS OF DEV. AGREEMENT

- (b) Processing, reviewing, revising, drafting and approving any agreements, easements, deed restrictions or other documents associated with the proposed use; and,
- (c) Inspection and approval of construction and installation of all improvements provided for in the development, including but not limited to, consultation reasonably required to address issues and problems encountered during the course of design and construction of the development. Such costs shall include the costs of Village consultants, including engineers, attorneys, inspectors, planners, ecologists, agents, sub-contractors and the Village's own employees. Such costs shall also include those for attendance at meetings. The cost for outside services shall be the direct costs incurred by the Village. The cost for Village employees' time shall be based upon the classification of the employee and the rates established by the Village Board, from time to time, for each such classification.
- (3) Failure to sign a Development Agreement within ~~six-forty-five (645) months days~~ of approval by the Village Board shall be deemed a forfeiture of the Agreement offered, and any future land disturbance, development, or use of the building or property shall be in compliance with this chapter. After the proposed Development Agreement offer has expired, should a landowner wish to proceed with the project in the future, they shall begin the application process anew.

Secs. 66.1521 - 66.1524, Reserved

Sec. 66.1525 Terms of Development Agreement

The Development Agreement shall, at a minimum, include the following terms and conditions:

- (1) The condition that a site plan, a parking plan, trail locations or future trails easements, a grading plan, a lighting plan, a stormwater management plan, a landscaping plan, building architectural plans, a phasing plan must have been approved by the Plan Commission, and such other requirements as are established by the Plan Commission have been satisfied.
- (2) Imposition of the condition that any necessary streets and appurtenances thereto, including sidewalks or trails, shall be constructed at the expense of the applicant, as required by the Plan Commission, or, in accordance with the provisions of Chapter 54 of the Municipal Code, *Land Division*, which are in effect at the time of such construction.
- (3) Imposition of the condition that sanitary and water mains and laterals, and storm water drainage facilities, and any related off-site improvements shall be paid for, constructed and installed by the applicant as required by the Village, and the provisions of Chapter 62 of the Municipal Code, *Utilities*, at applicant's expense.
- (4) Assignment of culvert and landscape maintenance responsibilities to the owner(s) of the property in accordance with the submitted site plan and landscape plan, and the ability of the Village to conduct such work, and charge all costs incurred by the Village as a special charge against the real estate upon the owner's failure to maintain.
- (5) The applicant shall agree to indemnify and hold the Village and its agents harmless from and against claims related to the performance of work at or for the site.
- (6) The applicant's principals shall be personally responsible for reimbursement of costs to the Village in the event the applicant does not proceed with the actual installation as approved by the Village.
- (7) The applicant shall be responsible for payment of the Village's costs, disbursements and attorney's fees to draft and review the Development Agreement, and, in the event the Village brings legal action to enforce compliance with this agreement and a final determination is made in favor of the Village.
- (8) Imposition of the condition that the terms and conditions of the agreement shall extend to the heirs, administrators, successors in title and assigns of the applicant, including personal liability. However, the applicant may not assign its rights, duties and responsibilities under this agreement to any other third party without first obtaining the prior written consent of the Village.
- (9) If acceptable to the Village, the Applicant shall convey all necessary easements to the Village.
- (10) Other terms that the Village and the applicant shall agree to be appropriate.



STAFF REPORT

Date: September 22, 2026

To: Plan Commission

Re: Zoning Permit Log; September 2026

The most recently updated Zoning Permit Log was printed on September 16th, 2026, and included in the packet.

Village of Sister Bay
2026 Zoning and Permit Log

Permit No.	Applicant's Name	Property Address	Location Name (if App.)	Type of Application(s)	Date Received - Given to Zoning Administrator	Fee Imposed	Date Fee Was Paid	Permit Issued Date	Denied Date	Status	Project Description
26-001	Cynthia Geocarlis	10849 N Bay Shore Dr.		Standard Zoning Application	8/13/2025	\$500.00	8/13/2025	1/21/2026	N/A	Approved	Rebuild nonconforming use/structure
26-002	Coming of Age in Sister Bay LLC	10615 & 10619 Sister Bluff Dr		Site Plan Review	11/7/2025	\$1,500.00	11/7/2025	6/18/2026	N/A	Approved	Bader- 10615 & 10619 Sister Bluff Dr
26-003	Kevin & Pam Ladesic -Bay Birch Gallery	10590 Country Walk Unit# 4		Sign Permit Application	1/9/2026	\$100.00	1/9/2026	Yes	N/A	Approved	New sign permit for Bay Birch Gallery
26-004	Verizon Communications Project# 33-3714	2530 S Bay Shore Drive		Standard Zoning Application	1/19/2026	\$500.00	1/19/2026	2/25/2026	N/A	Approved	Verizon to mount antennas and equipment on an existing tower Missing information from initial permit submit. Rec'd info 1/27/26 RE: Equipt Size per email
26-005	Verizon Communications Project# 33-3714	2530 S Bay Shore Drive		Plan Commission Courtesy Review	1/19/2026	\$500.00	1/19/2026	2/25/2026	N/A	Approved	Verizon to mount antennas and equipment on an existing tower
26-006	Savor BBQ-Corey Bryden	10635 N Bay Shore Drive		Sign Permit Application	1/21/2026	\$100.00	1/21/2026	2/11/2026	N/A	Approved	Sign Permit-Wall
26-007	Savor BBQ-Corey Bryden	10663 N Bay Shore Drive		Sign Permit Application	1/21/2026	\$100.00	1/21/2026	2/16/2026	N/A	Approved	Sign Permit-Hanging Double Sided
26-008	Savor BBQ-Corey Bryden	10663 N Bay Shore Drive		Sign Permit Application	1/21/2026	\$100.00	1/21/2026	2/16/2026	N/A	Approved	Sandwich Board Sign w/text change Permit Savor BBQ
26-009	Jeff Kober	10829 N Spring Rd		Standard Zoning Application	1/29/2026	\$500.00	1/21/2026	2/26/2026	N/A	Approved	Addition with garage and remodel (Missing-WETLAND ACKNOWLEDGEMENT & PLUMBER EVAL W/ IMPACT FEES Phoned 1/21/26 & 1/27) Rec'd missing info 1/28 & Impact Fees emailed 1/29/26 Impact fees paid
26-010	Scott Ferguson & Lisa Kaufman	10536 Fieldcrest Rd		Standard Zoning Application	2/4/2026	\$500.00	2/2/2026	3/9/2026		Approved	Addition- All season room Single Family -No Impact fees
26-011	James Lohmiller	2329 Mill Rd	The Dorr Hotel	Festival and Tent Permit	2/11/2026	\$25.00	2/11/2026	2/12/2026	N/A	Approved	Mobil Sauna request for 2/21/26 - Same location
26-012	John Smith	10566 Country Walk Dr #32	Two Coast Trading Post	Standard Zoning Application	2/17/2026	Waived	10/15/2025	4/14/2026	N/A	Approved	Change of Use - (Site Plan Review \$1500 Pd 10/28/25 Plan Com Meeting) Fee Waived??
26-013	John Sawyer	181-08-0005	Behind 2613 SBSD UnitE	Standard Zoning Application	3/3/2026	\$500.00	3/3/2026	3/23/2026	N/A	Approved	40'x100' Storage Garage
26-014	Frontier Communications	South side of Gateway Drive (in the right-of-way), adjacent to 2379 Gateway Drive	Gateway Drive	Standard Zoning Application (Ext.; ZA)	2/25/2026	Waived	N/A	3/4/2026	N/A	Approved	Fiber extension; gateway park; permit re-issued.
26-015	Chris Schmeltz- Jaco Management	2345 Mill Rd	Chop Restaurant	Standard Zoning Application	3/5/2026	\$500.00	3/4/2026	5/18/2026	N/A	Approved	Removal of cedar fence and addition of cooler 9.5'x14'x8'- accessory structure w/ screen.
26-016	Chris Schmeltz- Jaco Management	2335 Mill Road /181-530009A	Dorr Hotel	Plan Commission Courtesy Review	3/11/2026	\$500.00	3/11/2026	N/A	N/A	Approved	Plan Commission Courtesy Review- Spa @ Dorr Hotel/ Parking question; Information provided
26-019	Jason White - Peach Barn	2450 SBSD	Peach Barn	Sign Permit Application	3/31/2026	\$100.00	3/26/2026	6/5/2026	N/A	Approved	New Ground Stand Alone 2 Sided Sign
26-020	DC Housing Partnership	2407 Ava Hope TRL	Michael Fordney	Standard Zoning Application	4/3/2026	\$500.00	4/1/2026	5/18/2026	N/A	Approved	Single Family Home; waiting for impact fees
26-021	DC Housing Partnership	2407 Ava Hope TRL	Michael Fordney	Driveway Permit	4/3/2026	\$150.00	4/1/2026	5/18/2026	N/A	Approved	Driveway Permit
26-022	Christopher Slama	2219 Sunset Dr	N/A	Driveway Permit	4/14/2026	\$150.00	4/10/2026	5/18/2026	N/A	Active	Driveway-Repave and add 4' in width.
26-023	Ben Ehlers -Chop	2345 Mill Rd	Chop Restaurant	Sign Permit Application	4/20/2026	\$100.00	4/17/2026			In-Review (PC)	Sign- Temporary "LUNCH" banner rolled back on non lunch hours.
26-024	Nathan Isaacson	10598 Forest Lane	N/A	Standard Zoning Application	4/23/2026	N/A	4/23/2026	5/18/2026	N/A	Approved	Permit Renewal -Garage addition Expires 4/28/2026
26-025	Scott Penniston	10668 NBSD	North Star Industry	Standard Zoning Application	4/29/2026	\$500.00	4/23/2026	5/5/2026	N/A	Approved	Received missing info 4/29/26. Commercial Remodel- Missing Site Plan/ phoned for add'l Info 4/23 Emailed 4/24 --Sarah.
26-026	Mark & Diane Walters	10722 N Crescent Unit#6	Skogland Condos	Standard Zoning Application	4/24/2026	\$500.00	4/24/2026	5/6/2026	N/A	Approved	Deck & Shed Removal /Rebuild

Village of Sister Bay
2026 Zoning and Permit Log (Cont.)

Permit No.	Applicant's Name	Property Address	Location Name (if App.)	Type of Application(s)	Date Received - Given to Zoning Administrator	Fee Imposed	Date Fee Was Paid	Permit Issued Date	Denied Date	Status	Project Description
26-027	Kaitlyn Jerard	10627 NBSD	Lure Restaurant	Site Plan Review	4/27/2026	\$1,500.00	5/5/2026	5/27/2026	N/A	Approved	Site Plan Review Needed by Plan Commission?? Retaining Wall expansion & Patio enlargement/ \$100 (acesory Structure per Ben) --Sarah Paid Add'tl \$1400 for Plan Review 5/5/26 –Sarah
26-028	James Newcomb	2218 Sunset Dr	N/A	Standard Zoning Application	4/29/2026	\$500.00	4/29/2026	6/10/2026	N/A	Approved	Addition & Remodel
26-029	Cheryl Stegenga	2283 Sunset Dr	N/A	Standard Zoning Application	4/30/2026	\$500.00	4/30/2026	6/12/2026	N/A	Approved	Detached Garage- Zoning recently changed for this parcel 4/26. Originally submitted 10/25 w/ remodel. Garage not permitted at the time. Do we now charge ; BA - Sent email requiring changes.
26-030	Chris Janisse	10440 Orchard Dr	One Star Burger	Sign Permit Application	4/30/2026	\$100.00	4/30/2026	6/19/2026	N/A	Approved	2; Working with Owner to Reduce Sign to less than 24 sq. ft.
26-031	Adam & Brigid White	10674 NBSD/181-0005312843G1	N/A	Plan Commission Courtesy Review	5/6/2026	\$500.00	5/5/2026	6/3/2026	N/A	Approved	Courtesy Review Plan Comm- General Store
26-032	Steve Musinsky	10519 Fieldcrest	N/A	Standard Zoning Application	5/6/2026	N/A	N/A	5/6/2026	N/A	Approved	Renew/extend original permit issued 5/20/2025 Adding a Porch Roof and deck rebuild Renewal Fee waived per ben -5/6/26
26-033	Frontier Communications- Pearce Services	10786 Birchwood Dr	Project# 124158845	Standard Zoning Application	5/11/2026	\$300 + \$2000 Retainer	5/11/2026	6/3/2026	N/A	Approved	Road Cut \$300 Fee + \$2000 Retainer 10786 Birchwood Dr -Fiber Drop
26-034	Gina Herrmann	10524 Cherrywood Ct	N/A	Standard Zoning Application	5/13/2026	\$500.00	5/13/2026	5/29/2026	N/A	Approved	New Deck 20x16 Owner visited office 5/26 RE: staus of permit.
26-035	Katelyn Jerard	2345 Mill Rd	Chop Restaurant	Standard Zoning Application	5/22/2026	\$1,000.00	5/22/2026	6/25/2026	N/A	Approved	Pergola - Chop Conditional Use Permit
26-036	Lee Basten/Mark Nelson	10421 SHwy 57	Eagle Mechanical	Standard Zoning Application	6/3/2026	\$100.00	6/3/2026	6/29/2026	N/A	Approved	Fence-Dumpster Fence Enclosure
26-037	Eric Mau	10678 NBSD #1	Sasqutach Soda	Standard Zoning Application	6/8/2026	\$1,000.00	6/8/2026	6/10/2026	N/A	Approved	Double Fee (\$500) Work was started before Zoning permit received.
26-038	Eric Mau	10678 NBSD #1	Sasqutach Soda	Sign Permit Application	6/8/2026	\$100.00	6/8/2026	8/11/2026	N/A	Approved	Two sided hanging sign; sent communication on 06/29/2026
26-039	Dorin Colcer	10672 Golf Rd	Paul Christopherson-BUILDER	Standard Zoning Application	6/17/2026	\$500.00	6/15/2026	6/29/2026	N/A	Approved	Single Family Home -No Impact Fees received . Emailed Kara 6/17/26
26-040	Dorin Colcer	10672 Golf Rd		Driveway Permit	6/17/2026	\$150.00	6/15/2026	6/29/2026	N/A	Approved	Driveway permit
26-041	Katelyn Gerard	2345 Mill Rd	Chop Restaurant	Sign Permit Application	6/17/2026	\$100.00	6/17/2026	6/25/2025	N/A	Approved	Sandwich Board Sign Permit w/text change
26-042	Adam & Brigid White	10674 NBSD/181-0005312843G1	Sister Bay General Store, LLC	Site Plan Review	7/8/2026	\$1,500.00	7/8/2026	N/A	N/A	Approved	Site Plan Review- General Store
26-043	Barbara LaMue	10625 Westwood Dr		Standard Zoning Application	7/13/2026	\$100.00	7/13/2026	7/20/2026	N/A	Approved	Shed -Accessory Use Structure
26-044	Friends of the Sister Bay Ice Rink	2155 Autumn Court	Sister Bay Sports Complex	Standard Zoning Application	7/22/2026	N/A	N/A	8/3/2026	N/A	Approved	54'X30' Ice Rink Equipment Storage Garage
26-045	Bridget Quinn	10890 N Spring Rd		Standard Zoning Application	7/30/2026	\$100.00	7/30/2026	8/4/2026	N/A	Approved	Shed
26-046	Scott Penniston	10668 NBSD	Northstar Ind LLC	Standard Zoning Application	8/20/2026	\$100.00	8/20/2026	9/8/2026	N/A	Approved	Accessory Structure - Propane Tank Screening for new propane tank.
26-047	C. Roffers Properties	10434 Country Ln	Tammy Roffers	Standard Zoning Application	8/21/2026	\$100.00	8/21/2026	8/24/2026	N/A	Approved	Accessory Structure - Propane Tank Screening for new propane tank.
26-048	Chris Schmeltz/ Jaco Management	2335 Mill Rd Lot 9	Parcel# 181530009A	Standard Zoning Application	9/3/2026	\$500.00	9/3/2026				Dorr Hotel- Spa/Sauna (Anticipated to be on October agenda)
26-049	Tina Peters	10592 Country Walk Dr Unit 19	Brown Butter Bakeshop	Sign Permit Application	9/15/2026	\$100.00	9/14/2026				Hanging Sign Permit
26-050	John Heveran	2244 Scandia Rd		Standard Zoning Application	9/15/2026	\$100.00	9/15/2026				Deck rebuild and small addition