



PLAN COMMISSION MEETING AGENDA

Tuesday, April 8, 2014 at 5:30 P.M.

Sister Bay-Liberty Grove Fire Station – 2258 Mill Road, Sister Bay, WI

For additional information check: [Http://www.sisterbaywi.gov](http://www.sisterbaywi.gov)

In order for everyone to hear the discussion please, turn off your cell phone. Thank you.

Call Meeting to Order / Roll Call Deviations from the agenda order shown may occur.

Comments, correspondence and concerns from the public

Approval of the agenda

Approval of minutes as published

Business Items

1. Consider approval of Interpretive Guide on officially mapped streets.
2. Public Hearing and discussion on 66.0722; Temporary suspension of number of days in 66.0722(a) due to Bayshore Construction Project, add section (c) for sunset clause.
3. Public Hearing and discussion on 66.302(d) Temporary Uses; number and size of signs, and exempting direct sales of fireworks; Recommendation from SBAA on "Pyro Palooza"; Recommendation from SBLG Fire Department.
4. Consider an amendment to development agreement for Wild Tomato; phasing.
5. Report by the Zoning Administrator regarding development activities, various enforcement actions, and issuance of Sign and Zoning Permits.
6. Matters to be placed on a future agenda or referred to a Committee, Official or Employee.

Adjournment

Public Notice

Questions regarding the nature of the agenda items or more detail on the agenda items listed above scheduled to be considered by the governmental body listed above can be directed to Zeke Jackson, Village Administrator at 920-854-4118 or at zeke.jackson@sisterbaywi.gov.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. 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 at no cost to the individual to participate in public meetings. 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 Sister Bay Village Administrator at 854-4118, (FAX) 854-9637, or by writing to the Village Administrator at the Village Administration Building, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Village Administration Building during operating hours. (8 a.m. – 4 p.m. weekdays).

I hereby certify that I have posted a copy of this agenda at the following locations:		
<input type="checkbox"/> Administration Building	<input type="checkbox"/> Library	<input type="checkbox"/> Post Office
_____ / _____		
Name	Date	

Dear Village Board and Planning Commission,

I am writing in regards to your current signage ordinance, in particular the lack of exceptions for businesses that border two or more streets. The current ordinance allows the same total square feet of signage whether you are on one street or multiple. I would ask that you review this part of the ordinance due to certain businesses that border more than one street and ask that you amend or change the ordinance to allow these businesses more flexibility with their signage (more allowable square feet). As we move forward with our planning of our beach front project we have found the allowable signage area very limiting when trying to inform customers on the highway and customers on the beach. I believe that you will also have problems with this as well if the proposed "Market Walkway" would move forward.

Thank you for your consideration,

Respectfully,
Britt Unkefer
Wild Tomato Wood-Fired Pizza and Grille
& Sister Bay resident

1 PLAN COMMISSION MEETING MINUTES
2 TUESDAY, FEBRUARY 4, 2014
3 Sister Bay-Liberty Grove Fire Station – 2258 Mill Road
4 (APPROVAL PENDING)
5

6 The February 4, 2014 meeting of the Plan Commission was called to order by Chairperson
7 Dave Lienau at 5:55 P.M.

8
9 **Present:** Chairperson Lienau, and members Pat Duffy, Marge Grutzmacher, Don Howard, Scott
10 Baker, and Hugh Mulliken.

11
12 **Excused:** Nate Bell and Eric Lundquist

13
14 **Others:** John Clove, Mary Kay Shumway, Collin Dahl, Dave Smith, Vanessa Wylie, John
15 D'Amico, and Mary Jo Weisser.

16
17 **Staff Members:** Village Administrator Zeke Jackson, and Administrative Assistant Janal
18 Suppanz.

19
20 **Comments, correspondence and concerns from the public:**

21 Lienau asked if anyone wished to comment regarding a non-agenda item. No one responded.
22 He then pointed out that an e-mail from John D'Amico had been included in the meeting
23 packets. In that e-mail D'Amico proposes that he be allowed to place a gourmet hot dog cart
24 on the concrete pad between Drink Coffee and Spot. Jackson noted that Village regulations
25 currently prohibit the type of use D'Amico is proposing. D'Amico presented a written proposal
26 to the Commission members and indicated that the cart he intends to utilize will be stationary.
27 He also requested that his request be placed on a future Plan Commission agenda. It was the
28 consensus that this shall occur.

29
30 Mary Jo Weisser indicated that she manages the property D'Amico would like to utilize. She
31 believes what D'Amico wants to do would be in good taste and would be a good thing for
32 Sister Bay. The area D'Amico would like to utilize has been vacant for quite some time, but
33 was intended to be utilized for outdoor food service.

34
35 Jackson read a letter which had been received from Brad and Jane Walters of 10360 Orchard
36 Drive aloud. In that letter the Walters indicate that they are not opposed to the proposed
37 Official Map amendments which will be addressed during tonight's public hearing, but would
38 like to have some of some of the officially mapped streets which run through their adjacent
39 property removed. Jackson pointed out the Walters' requested map amendments, and during
40 the review process Lienau noted that the Commission members had already decided that no
41 further Official Map amendments were warranted in that area.

42
43 **Approval of the agenda:**

44 *A motion was made by Duffy, seconded by Howard that the Agenda for the February 4, 2014*
45 *meeting of the Plan Commission be approved as presented. Motion carried – All ayes.*

46
47 **Approval of minutes as published:**

48 **As to the minutes for the December 3, 2013 meeting of the Plan Commission:**

49 **As to the minutes for the December 13, 2013 special meeting of the Plan Commission:**

50 Jackson pointed out that a revised version of the unapproved minutes for the December 3, 2013

1 meeting of the Plan Commission had been provided to the Commission members prior to this
 2 meeting. In those minutes the sentence which begins on Page 2 – Line 17 has been amended to
 3 read, “An alternate measure which was suggested, as a condition of development, was that if
 4 someone does decide to purchase or develop the Kramer property they be required to pay any
 5 and all costs associated with creation of new streets, but, in return be given the opportunity to
 6 decide where those streets should actually be located.”
 7

8 Duffy indicated that prior to this meeting he received a telephone call from Jim Springer, who is
 9 out of the state. Springer informed Duffy that he does not believe the minutes or the draft
 10 Interpretive Guideline which will be addressed during this meeting are detailed enough.
 11 Discussion took place regarding this issue and it was the consensus that the minutes should not
 12 be revised further, but that Springer’s concerns will be considered when discussion takes place
 13 regarding Agenda Item No. 2 - Review and Discuss the Interpretive Guideline on Officially
 14 Mapped Streets.
 15

16 *A motion was made by Baker, seconded by Duffy that the minutes for the December 3, 2013*
 17 *meeting of the Plan Commission be approved as amended. Motion carried – All ayes.*
 18

19 *A motion was made by Duffy, seconded by Baker that the minutes for the December 13, 2013*
 20 *special meeting of the Plan Commission be approved as presented. Motion carried – All ayes.*
 21

22 **Business Items:**

23 **Item No. 1. Public hearing and discussion on a request to change the Official Map as it relates**
 24 **to the Hull and Kramer properties in the area west of Woodcrest Road by deleting a segment**
 25 **of the officially mapped streets located thereon:**

26 *At 6:06 P.M. Lienau called the Public Hearing on a request to change the Official Map as it*
 27 *relates to the Hull and Kramer properties in the area west of Woodcrest Road by deleting a*
 28 *segment of the officially mapped streets located thereon to order.*
 29

30 Jim Springer, Willard Kramer’s son-in-law, recently approached the Village with a request to
 31 divide Parcel No. 181-00-08312842, consisting of approximately 38.70 acres of land. That
 32 land has been owned by Willard, who is now 93 years of age and is residing in a nursing
 33 home, for many years. The property has historically been used for farming purposes, and is still
 34 maintained as such. Unfortunately the Kramer family has found that it will be necessary to sell
 35 the previously mentioned property to cover Willard’s expenses. Springer believes that division
 36 of Parcel No. 181-00-08312842 into smaller parcels would be prudent and would facilitate the
 37 sale of the property.
 38

39 In May of 2013 the Village adopted new routes for officially mapped streets. Those new street
 40 rights-of-way were intended to “straddle” property lines so as not to adversely impact property
 41 owners disproportionately. Current policy would mandate that in the process of dividing the
 42 previously mentioned land the Kramer family be required to record dedicated rights-of-way for
 43 roads and utilities in accord with the Official Map. The Zoning Code contains specific
 44 regulations regarding lengths of driveways and modification of the Official Map. There have
 45 been a number of people interested in purchasing the Kramer property, but all of them had
 46 issues with the costs associated with creation and dedication of the officially mapped streets.
 47 Springer asked if the Commission would consider eliminating the officially mapped streets on
 48 the Kramer property or has suggestions for alternate measures which could be taken so as to
 49 eliminate a perceived burden on his family. The suggestion was made that the north/south

1 officially mapped streets be eliminated from the "low density" property in question, and the
2 Commission members also suggested that an Interpretive Guideline be prepared which states
3 that improvements to dedicated rights-of-way may only be required if and when there is a
4 change in use or if development is proposed. A map on which the requested official map
5 amendments were depicted was included in the meeting packets.

6
7 John Clove indicated that he was appearing on behalf of Jim Springer. Springer informed Clove
8 that he does not have any objections to the proposed Official Map amendments but does
9 believe some amendments should be made to the Interpretive Guideline as it could be
10 misconstrued.

11
12 Attorney Collin Dahl indicated that he represents Barbara Hull, the owner of property which
13 will be affected by the proposed Official Map amendments. Ms. Hull is not opposed to those
14 amendments.

15
16 *At 6:11 P.M. Lienau asked if anyone else wished to comment, and when no one responded he*
17 *declared that the public hearing was officially closed.*

18
19 *A motion was made by Grutzmacher, seconded by Howard that the Official Map for the Village*
20 *of Sister Bay shall be amended in such fashion that the street highlighted in yellow on the map*
21 *which is hereby attached and incorporated by reference is deleted. Motion carried - All ayes.*

22
23 **Item No. 2. Review and Discuss the Interpretive Guideline on Officially Mapped Streets:**

24 The previously mentioned Interpretive Guideline was included in the meeting packets and the
25 Commission members jointly reviewed that document. Jackson pointed out that the guideline is
26 merely intended to provide guidance to potential developers and is not binding, but in all
27 instances a "common sense" approach will be taken with regard to dedication of public rights-
28 of-way and future development. *It was the consensus that the guideline shall be amended in*
29 *such fashion that it applies to all Zoning Districts, not just the CS-1 Zoning District.*

30
31 Mary Kay Shumway stated that she is the Realtor who is working with the Kramer family. She
32 does intend to inform potential buyers that it will be possible to split the Kramer lot, but even if
33 the proposed Interpretive Guideline is approved, is concerned about how the regulations
34 regarding dedication of rights-of-way will be enforced as that could be considered a "material
35 adverse fact" and disclosure issues could arise. The Commission members responded that if
36 there is a lot split, dedication of rights-of-way would still be required, but the provisions of the
37 Interpretive Guideline would be taken into consideration. Shumway responded that she is
38 fearful that the phrase "common sense" which is used in the guideline is too broad and can be
39 interpreted in many different fashions.

40
41 John Clove agreed that the phrase "common sense" can be interpreted in many different
42 fashions and also stated that he believes the guidelines are too vague. He suggested that much
43 more descriptive terms be used.

44
45 Discussion took place regarding potential amendments which could be made to the Interpretive
46 Guideline, and it was eventually the consensus that Lienau, Baker, Shumway and Jackson shall
47 collaborate on making revisions which are more clear and concise. Jackson will see that a
48 revised draft is included in the packets for the next Plan Commission Meeting.

49

1 **Item No. 3. Review and consider approval of a preliminary plat for Phase I of the Stony Ridge**
 2 **Subdivision:**

3 The engineers working on Phase I of the Stony Ridge Subdivision were not able to complete the
 4 necessary documentation prior to this meeting, and, therefore this agenda item will not be fully
 5 addressed until the documentation has been provided to Jackson. There are issues associated
 6 with the proposed location of Ava Hope Trail as it would negatively impact property which is
 7 owned by the Marston Anderson Estate.
 8

9 **Item No. 4. Report by the Zoning Administrator regarding development activities, various**
 10 **enforcement actions, and issuance of Sign and Zoning Permits:**

11 Jackson indicated that he didn't have anything further to report.
 12

13 Today Lienau attended a Door County Meeting where data pertaining to property sales was
 14 reviewed. There was only one more property sale in Door County this year than last year.
 15

16 **Item No. 5. Discussion regarding matters to be placed on a future agenda or referred to a**
 17 **committee, Village official or employee:**

18 Howard presented a document he had drafted pertaining to the Village's special assessment
 19 regulations. It was the consensus that Howard's recommendations shall be taken into
 20 consideration when revisions are made to the Interpretive Guideline.
 21

22 The following issues will be addressed at the next meeting of the Plan Commission:

- 23 1. Discussion regarding a request from John D'Amico to place a gourmet hot dog cart on
 24 the concrete pad between Drink Coffee and Spot.
- 25 2. Discuss and review the Interpretive Guideline on officially mapped streets.
 26

27 **Adjournment:**

28 *A motion was made by Duffy, seconded by Mulliken to adjourn the meeting of the Plan*
 29 *Commission at 7:16 P.M. Motion carried – All ayes.*
 30

31 Respectfully submitted,

32 

33 Janal Suppanz,
 34 Administrative Assistant



April 8, 2014

Interpretive Guide to Zoning Code Regarding Officially Mapped Streets

The consensus of the Plan Commission at its December 13, 2013 meeting was to clarify how development would take place in the future along lands dedicated to the Village following the Official Map for Officially Mapped Streets.

While not ceding any of its powers to ensure the health, safety and welfare of the public, the consensus opinion on how Chapter 54 should be interpreted concerning 54.65, "Concerning the Adequacy of Public Facilities and Services" would be to apply the following review process as the determination to dedication of public rights of way and future development; that if a project of such magnitude were not forthcoming before the Commission, that there would be no need to require that land dedicated to the Village be immediately assessed for development purposes. If such a project were forthcoming, the responsibility of the assessments on existing dedicated rights of way would most likely be born by the developer.

If the main purpose for development of a roadway or utilities in the Village is to accommodate a developer, the cost should be borne by the developer requesting the service.

If the main purpose for development of roadway or utilities in the Village is to provide for future unrequested development and access to thru traffic, the initial cost should be borne by the community as a whole (the Village) with future developers assessed for their portion when and if they access the utility.

Property owners along the route of such development who already have private approved, functioning water and sanitary systems, they would not be assessed for the new utilities until they seek access to them or such systems are deemed failing by an authorizing agency or authority and are required to connect pursuant to the Village Utility Code.

It is not the intent of this guide to repeal, abrogate, annul, impair or interfere with any existing ordinance, easement, covenant, deed restriction, agreement, rule, regulation or permits previously adopted. **Nor is this interpretive guide intended to be binding, or otherwise interfere with orderly future development.** This is a guide only as to the interpretation of Sister Bay Code Section 54.65, and shall be construed liberally in favor of the Village at all times. It shall not be deemed a limitation or repeal of any power granted by the Wisconsin Statutes.



Public Hearing Notice
Amendment to 66.0722, Other On/Off Premise Signs with Permit
Amendment to 66.0302(d) Use Restrictions; Temporary Uses

The Sister Bay Plan Commission will hold a Public Hearing at the Sister Bay Fire Station, 2258 Mill Rd, Sister Bay, Door County, Wisconsin on Tuesday, April 8, 2014 at 5:30 PM or shortly thereafter, for the purpose of considering changes to the Zoning Code. In Summary, the Changes would be:

- Allow businesses to place signs of for promotion of their businesses during the construction period on Bayshore Dr. up for the duration of the construction period, or May 25, 2016, whichever occurs first as determined by the Village Administrator.
- Allow Sale of Fireworks from a tent or kiosk with or without on site storage in conjunction with the July 4th Holiday for a period not to exceed 15 days. Clarification: Sales to be permitted by the Village for an event sponsored by the Sister Bay Advancement Association and supervised by the Sister Bay/Liberty Grove Fire Department.

The purpose of this public hearing is to allow citizens to express their views on the aforementioned issues. All interested parties are asked to speak or submit correspondence at the meeting.

A copy of the complete proposal is on file at the Village Administrator's office and may be viewed at 2383 Maple Dr. Weekdays between 9:00 and 4:00.

Written Correspondence, including email, will be accepted at the Sister Bay Administration Building, Attention Zeke Jackson, Village Administrator, 2383 Maple Dr, Sister Bay, WI, 54234 (920-854-9637 FAX) until 3:00 PM the day of the meeting. Letters and Correspondence submitted will be available for public inspection during normal business hours until the close of the business on the day of the hearing. Letters will be entered into the record. Anonymous correspondence will not be accepted.

A meeting of the Board of Trustees will be conducted following the hearings on April 14, 2014.

Zeke Jackson
 Village Administrator
 zeke.jackson@sisterbaywi.gov



VILLAGE OF SISTER BAY BOARD REPORT

For additional information: <http://sisterbaywi.gov>

Meeting Date: 04/08/2014

Item No. 3

Recommendation: That the Plan Commission recommend approval of an amendment to 66.0722 Temporary suspension of number of days for long duration event; Bayshore Reconstruction.

Background:

The DOT Bayshore Dr. Reconstruction Project and utility line burial will cause disruption to normal traffic patterns. The changes in right of way will also cause significant changes in locations/placement of ground signs. This proposed text amendment will allow area businesses to participate in the DOT's "In this together" campaign, and will relax signage standards during the construction period. Effected Businesses may apply for a Long Duration Special Event Sign Permit and display directional or location signage on a temporary basis during the construction period. The amendment automatically sunsets on May 25, 2016, or whenever the Village Administrator determines that the construction and restoration has ended; whichever occurs first.

Fiscal Impact:

None at this time.

Respectfully submitted,

Zeke Jackson
Village Administrator

VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0722 OTHER ON/OFF-PREMISE SIGNS WITH PERMIT

SEC. 66.0730 RESIDENTIAL DISTRICTS SIGNAGE WITH PERMIT

1 erected more than 14 days before the event 56
 2 and must be removed within 2 days after 57
 3 the event. The property owner must grant 58
 4 permission in writing for the placement of 59
 5 the sign/media. The sign/media, will not be 60
 6 located closer than ten feet to an adjacent 61
 7 property; driveway, and will not cause a 62
 8 hazard to traffic or adjoining properties. 63
 9 These sign/media shall not require a permit 64
 10 and shall not exceed 24 square feet in area 65
 11 on one side or 48 square feet on all sides. 66
 12 (c) Failure to Comply with Standards. 67
 13 Any group, business or entity utilizing (a) 68
 14 or (b) above that fails to follow the stand- 69
 15 ards shall be notified in writing that all fu- 70
 16 ture seasonal, special event and fund rais- 71
 17 ing signage shall require a regular sign 72
 18 permit. 73
 19 **Sec. 66.0722 Other On/Off-Premise Signs** 74
 20 **with Permit**
 21 (a) Long Duration Special Event and Fund 75
 22 Raising Signage. 76
 23 The temporary use of banners, balloons, 77
 24 inflatable signs, streamers, pennants, and 78
 25 other similar signage used for special event 79
 26 or fund raising and other advertising pur- 80
 27 poses in any district may be permitted pro- 81
 28 vided that the advertising media will not be 82
 29 located on any sidewalk or bikeway if one 83
 30 is present or in any public right-of-way. 84
 31 The signs cannot be erected more than 45 85
 32 days in a calendar year and must be re- 86
 33 moved within 2 days after the event. The 87
 34 property owner must grant permission in 88
 35 writing for the placement of the 89
 36 sign/media. The sign/media, will not be lo- 90
 37 cated closer than ten feet to an adjacent 91
 38 property; driveway, and will not cause a 92
 39 hazard to traffic or adjoining properties. 93
 40 These sign/media shall require a permit 94
 41 and shall not exceed 24 square feet in area 95
 42 on one side or 48 square feet on all sides. 96
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 44 **1. Provisions of this section (a) shall be al-** 97
 45 **lowed for an unlimited number of days** 98
 46 **during the Bayshore Drive Reconstruction** 99
 47 **Project. Subsection (1) shall automatically** 100
 48 **expire on May 25, 2016 or the completion** 101
 49 **of the Bayshore Drive Project as de-** 102
 50 **termined by the Village Administrator;** 103
 51 **whichever occurs first.** 104
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terminated by the Village Administrator; whichever occurs first.

(b) Time and Temperature signs.
 Time and Temperature signs require a permit but may be erected as wall signs, projecting signs, monument signs, or free-standing signs, provided that they meet the requirements for each of those sign types. The area of the time and temperature sign shall be included in the total permitted signage.
 (c) Changeable copy signs.
 Changeable copy signs, fixed or moveable, may be permitted for theaters, churches and schools. If approved by the Plan Commission, gas station price signs will be considered permitted addition signage.

Sec. 66.0730 Residential Districts Signage with Permit

The following signs are permitted in any residential district and are subject to the following regulations:

(a) Residential development signs.
 Single family, two family and multifamily residential development signs, not to exceed six feet in height and 24 square feet in area on one side and 48 square feet in area on all sides, placed at the entrance to a subdivision or development. The sign shall be located no closer than ten feet to any street right-of-way, nor closer than ten feet to any side or rear lot line.
 (b) Temporary development signs.
 Temporary development signs for the purpose of designating a new building or development, or for promotion of a subdivision may be permitted for a limited period of time provided that the sign shall not exceed 18 square feet in area on one side and 36 square feet in area on all sides and shall be located not closer than ten feet from any street right-of-way, nor closer than ten feet to any side or rear lot line. The Plan Commission shall specify the period of time the sign may remain based on the size of the development allowing a reasonable time to market the development provided that the sign shall not be in place for more than 60 days of the issuance of an occupancy permit. Projects covered by a development agreement shall specify the date for the removal of the sign.



VILLAGE OF SISTER BAY BOARD REPORT

For additional information: <http://sisterbaywi.gov>

Meeting Date: 04/08/2014
Item No. 3

Recommendation: That the Plan Commission recommend approval of an amendment to 66.302(d) Temporary Uses, exemptions.

Background: Sister Bay is a major tourist destination, yet does nothing to celebrate the 4th of July Holiday. Last July 4 weekend, according to data from DCVB, approximately 54,913 cars were inbound to Door County. Gills Rock, Bailey's Harbor, Fish Creek, Egg Harbor, and Sturgeon Bay all promote tourism around the Independence Holiday with paid, professional fireworks shows. Sister Bay did little to differentiate themselves from other communities to attract these visitors, nor to promote the festive atmosphere and hospitality that visitors to Sister Bay have come to expect. Given the recent adverse impacts of reconstruction on retailers and other businesses, an event which enhances traffic and causes Sister Bay to become known for both a distinctive retail opportunity and an event that is unique to Door County could be fortuitous for Village businesses.

This proposed amendment is one of several text amendments to other code sections. The other amendments provide clarification as to when fireworks products may be used and where.

State Code §167.10 provides that a permit must be issued to purchasers of fireworks which is location, date, time and product specific. Retail sales of fireworks would be permitted for an event sanctioned by SBAA and monitored by the SBLG fire department, located at the Sister Bay Sports Complex.

Letters of support/meeting minutes from both organizations are attached.

Fiscal Impact:

Data derived from distributor information in Traverse City, MI as a comparable, adjusted for population.

	Avg. Spend per Party	# of Parties	Total Cost
Lodging	\$150.00	100	\$15,000.00
Retail, Fireworks	\$90.00	1000	\$90,000.00
Retail, Food Fuel, & Beverages (Event-Trippers)	\$50.00	1500	\$75,000.00
Permits	\$5.00	1000	\$5,000.00
Concessions for Fire/Lions	\$7.50	400	\$3000.00
TOTAL IMPACT:			\$188,275.00

*I have tried to keep estimates conservative for Event Trippers

Respectfully submitted,

Zeke Jackson
Village Administrator

VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0300 ESTABLISHMENT

SEC. 66.0302 USE RESTRICTIONS

SECTION 300 DISTRICTS

- 1 **Sec. 66.0300 Establishment**
 2 For the purpose of this chapter, the Village of Sister Bay is hereby divided into ten basic use districts and four overlay districts as follows:
- 5 • Countryside (CS-1)
 - 6 • Single-Family Residence District (R-1)
 - 7 • Multiple-Family Residence District (R-2)
 - 8 • Large Lot Residence District (R-3)
 - 9 • Small Lot Residence District (R-4)
 - 10 • General Business District (B-1)
 - 11 • Downtown Business Transition District (B-2)
 - 12 • Downtown Business District (B-3)
 - 13 • Institutional District (I-1)
 - 14 • Park/Recreation District (P-1)
 - 15 • Wetland Overlay District (W-1)
 - 16 • Planned Unit Development Overlay District (PUD)
 - 17 • Highway 42 and Highway 57 Landscape Setback Overlay District (HL)
 - 18 • Bluff Protection Overlay District (BP)
 - 19 • Wellhead Protection Overlay District (WHP)
 - 20 • Ridges and Swales Overlay District (RS-1)
 - 21 • Restaurant Overlay District (RO-1)
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- 27 (a) **Boundaries.** Boundaries of these districts are hereby established as shown on the maps entitled "Village of Sister Bay Official Zoning Map" which map accompanies and is herein made a part of this chapter. All notations and references shown on the map are as much a part of this chapter as though specifically described herein. This chapter hereby incorporates herein any future changes or any later zoning maps that may be adopted by ordinance of the Village Board.
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- 39 (b) The district boundaries in all districts, except the overlay districts shall be construed to follow corporate limits; U.S. Public Land Survey lines; lot or property lines; centerlines of streets, highways, alleys and easements. Where the district boundary is parallel to corporate limits, the centerline or right-of-way of a street, the district boundary shall be determined by the dimension noted on the zoning map, or where said dimension is not noted, by the scale contained on the zoning map.
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- 51 (c) **Boundaries of the Wetland Overlay District (W-1)** are based on the Wisconsin Wetland Inventory Maps for the Village, dated July 1, 1992 or the most current map. The wetlands included as W-1 are those wetlands that are two or more acres in area; and are located within 300 feet of a navigable river, within 1,000 feet of a lake, or within the 100-year recurrence interval floodplain. These boundaries are for illustrative purposes only. The actual boundaries shall be those established by a field staking of the particular wetland, followed by a survey and legal description of the wetland.
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65 (d) Vacation of public streets and alleys shall cause the vacated land to be automatically placed in the same district as the abutting property to which the vacated land reverts.
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69 (e) Annexations subsequent to the effective date of this chapter shall be placed in the Countryside district (CS-1), unless the annexation chapter temporarily places the land in another district. Within one year, the Plan Commission shall evaluate and recommend a permanent classification to the Village Board.
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77 (f) Annexations containing shorelands shall be governed in the following manner: Pursuant to section 59.971(7) of the Wisconsin Statutes, any annexation of land after May 7, 1982, which lies within shorelands, as defined herein, shall be governed by the provisions of the Door County Zoning Ordinance until such time that the Village adopts an Ordinance that is at least as restrictive as the Door County Zoning Ordinance. Said regulations shall be administered and enforced by the Village of Sister Bay Zoning Administrator.
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- 90 **Sec. 66.0301 Zoning Map**
- 91 A certified copy of the Zoning Maps shall be adopted and approved with the text as part of this chapter and shall bear upon its face the attestation of the Village President and the Village Clerk-Treasurer and shall be available to the public in the office of the Village Clerk. Changes thereafter, to the general zoning districts, shall not become effective until entered and attested on the certified copy.
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- 100 **Sec. 66.0302 Use Restrictions**
- 101 The following use restrictions and regulations shall apply:
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- 103 (a) **Principal uses.** Only those principal uses specified for a district, their essential ser-
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VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0303 SITE AND LOT RESTRICTIONS

SEC. 66.0303 SITE AND LOT RESTRICTIONS

1	vices, and the following uses shall be permitted in that district.	56	(4)	Flea markets, concerts, festivals and outdoor group assemblies may be permitted in a B-1, B-2 or B-3 district.
2		57		
3	(b) Accessory uses. Accessory uses and structures are permitted in any district, but not until their principal structure is present or under construction. Residential accessory uses shall not involve the conduct of any business, trade, or industry, except home occupations and professional home offices as defined in this chapter.	58	(5)	Circuses, carnivals and animal shows may be permitted in a B-1, B-2 or B-3 district. The Plan Commission may limit or prohibit the display of dangerous animals such as tigers or snakes.
4		59		
5		60		
6		61	(6)	Christmas tree sales may be permitted in a B-1, B-2 or B-3 district for not more than 42 days.
7		62		
8		63	(7)	Farmers markets may be permitted in a B-1, or CS-1 district.
9		64		
10		65	(8)	The temporary sale of goods from a truck, trailer, table or tent shall only be permitted as part of a festival permit issued by the Village Board. (Amended Ordinance 143-081208)
11	(c) Conditional uses and their accessory uses require review, public hearing and approval by the Plan Commission in accordance with section 66.1535 [See page 158] of this chapter.	66		
12		67		
13		68	(9)	A property owner may allow camping on their land for up to 72 hours as long as bathroom facilities are on the premises.
14		69		
15		70		
16	(d) Temporary uses may be permitted by the Zoning Administrator and the President for a period of 14 days or as hereinafter provided. Temporary use permits for longer periods may be issued by the Plan Commission after review of site and operation plans. Special requirements may be imposed, but not limited to parking, sanitary facilities, lighting, and hours of operation. No temporary use listed herein shall be conducted within the street right-of-way. Temporary uses permitted under this section may be allowed Four temporary signs not to exceed 36 square feet in area on one side and 48 square feet in area on all sides. All buildings, tents, equipment, supplies and debris shall be removed from the site within ten days following the temporary activity. Temporary uses permitted under this section include:	71		
17		72	(10)	Fireworks Sales from a Tent or Kiosk with or without on site storage for no more than 15 days in the B-1, B-2, or B-3 Districts.
18		73		
19		74	(11)	Because it is difficult to enumerate all temporary uses that may occur in the Village, any other use which the Plan Commission finds to be similar to other temporary uses permitted in a given district, will not be disruptive to the neighborhood, and will not create a hazard to traffic in a neighborhood may be permitted. The Plan Commission may impose additional operational or construction conditions on such temporary uses when it is deemed necessary.
20		75		
21		76		
22		77		
23		78		
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28		83		
29		84		
30		85		
31		86		
32		87		
33		88		
34		89		
35		90		
36	(1) Real estate sales, rental field offices or model homes may be permitted in any residential district.	91		
37		92		
38		93		
39	(2) Temporary structures, including mobile home units, may be permitted in any business or institutional district. Such temporary structure may be used as a business, institutional or professional office during or immediately prior to the construction of a permanent structure.	94		
40		95		
41		96		
42		97		
43		98		
44		99		
45		100		
46		101		
47	(3) Shelters for materials and equipment being used in the construction of a permanent structure or public utility may be permitted in any district. The Zoning Administrator or Plan Commission may require that storage areas be screened to prevent a view of materials or equipment from adjacent properties.	102		
48		103		
49		104		
50		105		
51		106		
52		107		
53		108		
54		109		
55		110		
		111		
		6		



SISTER BAY & LIBERTY GROVE FIRE DEPARTMENT

2258 Mill Rd. • P.O. Box 287 • Sister Bay, WI 54234
920-854-4021 • www.sblgfd.com

Mr. Dave Lienau - President
Sister Bay Village Board - President
Village of Sister Bay, Wi.
54234

Mr. Lienau,

This letter is in regards to the Village of Sister Bays proposed changes to Chapter 22 of the code of ordinances, specifically how those changes relate to the use and sale of Fire Works within the Village.

The Fire Department supports the proposed changes and the positive financial impact it will have on the business in and around the Village.

The Fire Department to the best of our ability will participate and support the events currently being discussed for the 4th of July weekend at the Sports complex. Our intent is to provide Fire Suppression if and as needed, first aid if needed and more importantly we intend to use this event as a community outreach opportunity for the Fire and EMS divisions of the Department.

We also appreciate the opportunity to use this event as a possible fundraiser thru sales of food and non-alcoholic beverages. As discussed with Mr. Jackson we intend to approach the Northern Door Lions club in regards to a possible sharing of the food vending responsibilities and profits.

In closing I would like to again offer my support for the proposed changes in the code and the opportunities these changes will offer the Village, local business and the Fire Department.

Sincerely,

Chris Hecht - Fire Chief

1 their product offerings in the lobby at the Visitor Bureau Offices in Sturgeon Bay on Fridays
2 throughout “the season”.)

3
4 • **Possible New Event – Family Fireworks Day (The Sunday After The 4th of July)**

5
6 The Village President, Funkhouser and Jackson have been discussing the
7 possibility of conducting a “Family Fireworks Day” out the Sports Complex
8 on Sunday, July 6th. The Fire Chief has already been contacted and has
9 agreed to have trained personnel on site. No alcoholic beverages will be
10 allowed on the grounds. Jackson and Funkhouser are proposing that the
11 permit fees be \$5 each and that the proceeds from “Family Fireworks Day”
12 be split between the Fire Department and the SBAA.

13
14 To Jackson’s knowledge there are no fireworks distributors in Northern
15 Door, and he hopes to offer retailers in Sister Bay an opportunity to sell
16 them in their stores. Anyone wishing to purchase fireworks in Sister Bay
17 would have to obtain a permit. This issue should be addressed by the
18 Village Board and Plan Commission in the next few months.

19
20 *A motion was made by Larsen, seconded by Bickford that the SBAA supports the concept*
21 *of conducting and sponsoring a Family Fireworks Day at the Sports Complex on Sunday,*
22 *July 6, 2014. Motion carried – All ayes.*

23
24 • **Downtown Farmer’s Markets**

25 As requested Funkhouser has been investigating the possibility of
26 conducting downtown farmer’s markets where primarily handmade and
27 home grown products are offered for sale. After speaking with several local
28 vendors Funkhouser is proposing that the farmer’s markets be conducted on
29 Wednesdays from 3:00 P.M. to 7:00 P.M. as the Concerts In The Park are
30 already going on in the downtown area. Arthur Braun has been contacted
31 regarding the possibility of utilizing the Walkway Shops property for such
32 an event. Another possibility would be to hold the farmer’s markets in the
33 brick parking lot on the former Helm’s property. During discussion the
34 Board members stressed that they believe the farmer’s markets will be a
35 good thing for the entire community but do not want it to turn into a “flea
36 market”. They also noted that they believe the farmer’s markets should run
37 from June through October.

38
39 *A motion was made by Bickford, seconded by Larsen that the SBAA Board of Directors*
40 *supports the creation of weekly downtown farmer’s markets in Sister Bay and is willing to*
41 *promote them, but only wishes to see consumables offered for sale. The preferred time*
42 *period, day of the week and duration of the markets is 3:00 P.M. to 7:00 P.M. on*
43 *Wednesdays from June through October, and the SBAA will encourage local business*
44 *owners to participate by holding sales or offering incentives to their customers. Motion*
45 *carried – All ayes.*

46
47 • **Fall Fest and the Wristband Identification Program**

48 • **Concerts In The Park**

49 **Item No. 7. Economic Development Update:**

The Wild Tomato, LLC Development Agreement

- 1 4. The Developer has at this time, and will have so long as this Development Agreement continues
 2 in effect, project-financing commitments sufficient to provide available funds for the completion
 3 of the Developer's obligations under this Development Agreement. The developer shall provide
 4 evidence that those commitments exist upon the signing of this agreement.
 5
- 6 5. The Developer shall provide written evidence that he has obtained all necessary equity and debt
 7 financing committed to fully fund all of its obligations and building construction identified
 8 hereunder and has performed and complied with all conditions, covenants and agreements as
 9 required by the debt financing.
 10
- 11 6. The Developer represents that he will make every effort to seek bids from Door County
 12 contractors and building materials suppliers to construct the project.
 13

SECTION 2. ZONING APPROVALS

- 14
- 15 1. The property is presently unoccupied and is located in the B-3 Downtown Business District. The
 16 Village agrees, subject to the approval by the Developer of this agreement, that the property will
 17 receive a Zoning Permit as per the requirements of Section 66.1530 of the Municipal Code. The
 18 Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the
 19 operation of a regular restaurant.
 20
- 21 2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to
 22 zoning, fire and the building codes.
 23
- 24 3. The developer agrees to comply with the architectural feature determinations made by the Plan
 25 Commission upon their review, which shall be generally consistent with the approved plans and
 26 drawing as specified in this Development Agreement.
 27
- 28 4. The Developer agrees to build the project represented on the various attachments listed below.
 29 The Village acknowledges that the exact locations of interior walls and room sizes may vary from
 30 the attached drawings. The building and project in all its phases shall be constructed as follows:
 31
- 32 a. The concept proposal plan sheet A1.1 dated 10/31/13.
 33 b. Site plan sheet A1.2 dated 10/31/13.
 34 c. Front and Rear Elevation sheet A3.1 dated 10/31/13.
 35 d. Side Elevation sheet A3.2 dated 10/31/13.
 36 e. Partial First Floor Plan A2.3 dated 10/31/13.
 37 f. Roofing Plan dated A2.7 dated 10/31/13.
 38 g. The roofing shingles shall be _____
 39 h. The stone shall be _____
 40 i. The building siding shall be _____ and the color shall be
 41 _____.
 42 j. The landscaping plan sheet A2.8 dated 10/31/13.
 43 k. The storm water plan sheet A2.9 dated 10/31/13.
 44 l. The Phasing Diagram, Sheet _____ Dated _____
 45

SECTION 3. PROJECT PHASING

- 46
- 47 1. The Developer acknowledges that the time period of validity for the Zoning Permit is for a period
 48 of 36 months from the date of issuance.
 49
- 50 2. The developer acknowledges that the time period for a building permit is under the control of the
 51 building inspector.

- 1
2 3. Developer acknowledges that phase 1 will consist of the demolition of the northern portion of
3 the existing building, and repair of the southern portion of the building using left over siding from
4 the demolished portion of the northern building. The southern portion of the existing building
5 for phase 1 (as marked on the attached plans) shall comply with Sister Bay's architectural code,
6 landscaping and other municipal code sections as applicable. See attached Phase
7 Sheet ____Phase 1 will be completed by May 23, 2014
8
- 9 4. Developer acknowledges that phase 2 will consist of the construction of a new portion of the
10 building, as well as all other improvements, to replace the demolished portion of the building in
11 accordance with the attached plans. See attached Phase Sheet ____Phase 2 will be completed
12 no later than May 22, 2016.
13

14 SECTION 4. OCCUPANCY PERMITS

15 It is expressly understood and agreed that no occupancy permits shall be issued for the regular
16 restaurant until the Village has determined that:
17

- 18 1. The Developer agrees that no occupancy permit will be granted by the Village until
19 reconstruction is completed as shown on the site plan. Development will occur in 2 phases, with
20 Phase 1 in May of 2014, and Phase 2 in May of 2016. Occupancy permits will be granted for
21 each phase.
22
- 23 2. The Developer has paid in full all permit fees, impact fees, connection fees and reimbursement
24 of administrative costs as required and in effect at the time of this agreement.
25
- 26 3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are
27 removed from the development and disposed of lawfully.
28
- 29 4. The Developer is not in default of any aspect of this agreement.
30
- 31 5. As a condition for the issuance of occupancy permits for each phase, all aspects of the project
32 must be in compliance with all applicable fire and building codes, as well as all applicable
33 codes and regulations.
34

35 SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS

36 The Village reserves the right to withhold issuance of some or all zoning, building and occupancy
37 permits if Developer is in violation of this agreement. The developer acknowledges that the issuance of
38 building permits and fire sprinkler permits and related inspection compliance is not under the control
39 of the Village.
40

41 SECTION 6. PUBLIC IMPROVEMENTS

42 Not applicable.
43

44 A. PUBLIC STREETS AND SIDEWALKS

45 The Developer hereby agrees that:

- 46 1. The developer acknowledges that the Village and the Wisconsin Department of Transportation
47 are planning to reconstruct Bay Shore Drive in front of the property after this project is
48 constructed. The reconstruction project will include the installation of public sidewalk across the
49 property. The developer agrees to dedicate at no cost, the necessary right of way to the Village or
50 State in order to install the new sidewalk up to six feet in width. The developer agrees that

The Wild Tomato, LLC Development Agreement

1 whatever arrangement is made for charging downtown property owners for the cost of installing
2 new sidewalk shall apply to this property as well.

- 3
4 2. The Developer agrees that all construction access to the property shall be off Post Office Lane.
5 The Developer shall have ultimate responsibility for cleaning up all mud, dirt, stone or debris on
6 public streets during construction. The Village shall make a reasonable effort to require the
7 contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up
8 the same or to hold the developer who hired the contractor responsible. The Developer owner
9 shall use its best efforts to clean up the streets within twenty-four (24) hours after receiving a
10 notice from the Village. If the mud, dirt, stone or debris is not cleaned up after notification, the
11 Village will do so at the Developer's expense, at the option of the Village.

12
13 **B. SURFACE AND STORM WATER DRAINAGE**

14 The Developer hereby agrees that:

- 15 1. Prior to the start of construction of improvements, the Developer shall provide to the Village
16 written certification from the Developer's Engineer that all surface and storm water drainage
17 facilities and erosion control plans are in conformance with all federal, state, county and Village
18 regulations, guidelines, specifications, laws and ordinances, and written proof that the Village
19 Engineer has reviewed and approved the plans.
20
21 2. If required by the Wisconsin Department of Natural Resources, the developer shall provide
22 written approval by the Wisconsin Department of Natural Resources that the storm water
23 management plan meet all NR 151 and NR 216 requirements.
24
25 3. The Developer shall construct, install, furnish and provide adequate facilities as specified in the
26 attached drawings A2.9 dated 10/31/13 for surface and storm water drainage throughout the
27 development with adequate capacity to transmit the anticipated flow from the development and
28 the existing flow from adjacent properties, in accordance with all plans and specifications, and
29 all applicable federal, state, county and Village regulations.
30
31 4. The Developer agrees that the site grading and construction of surface and storm water drainage
32 facilities for the property in general shall be completed and accepted by the Village before any
33 occupancy permits are issued for the building. The Village will not accept the surface and storm
34 water drainage system until the entire system is installed in accordance with plans and
35 specifications to the reasonable satisfaction of the Village Administrator.

36
37
38 **C. GRADING, EROSION AND SILT CONTROL**

39 The Developer hereby agrees that:

- 40 1. Prior to commencing site grading and execution, the Developer shall provide to the Village
41 written certification from the Developer's Engineer that the plan, once implemented, shall meet
42 all federal, state, county and local regulations, guidelines, specifications, laws and ordinances,
43 including proof of notification of land disturbances to the State of Wisconsin Department of
44 Natural Resources and or the Department of Commerce and written proof that the Wisconsin
45 Department of Natural Resources and or the Department of Commerce and the Army Corps of
46 Engineers, if applicable, have approved the plans.
47
48 2. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface
49 disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation,
50 sedimentation and washing are prevented in accordance with the plans and specifications

The Wild Tomato, LLC Development Agreement

1 reviewed and approved by the Village Engineer, the Wisconsin Department of Natural
 2 Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.
 3

D. LANDSCAPING AND SITE WORK:

4 The Developer hereby agrees that:

- 5 1. The Developer shall preserve existing trees, shrubbery, vines, and grasses not actually lying on
 6 the drainageways, building foundation sites, driveways and parking lots by use of sound
 7 conservation practices as shown on the attached plan A2.8 dated 10/31/13.
 8
 9
- 10 2. The Developer, as required by the Village, shall remove and lawfully dispose of building
 11 foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all
 12 rubbish. The Village shall require the Developer's contractor, who is responsible for the debris,
 13 to clean up the same and recycle all material or dispose of at a local recycling facility. Specific
 14 construction debris that shall be recycled shall include, but not be limited to lumber, aluminum,
 15 pallets, shingles and cardboard. The developer shall have ultimate responsibility for cleaning up
 16 debris that has blown from building under construction. The Developer and/or subject contractor
 17 shall clean up the debris within forty-eight (48) hours after receiving a notice from the Village. If
 18 the debris is not cleaned up after notification, the Village will do so at the Developer's and/or
 19 subject contractor's expense.
 20
- 21 3. Landscaping, construction of rain gardens for the building and removal of unwanted items, will
 22 be completed and certified as complete by the Village for the project. Any plants, trees or other
 23 screening vegetation required by the development agreement shall be maintained and replaced
 24 while the development agreement is in effect.
 25
 26

E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL

- 27 1. The developer shall provide all traffic signage deemed necessary by the Village in connection
 28 with construction and demolition. The Developer and Developer's Contractors shall not occupy
 29 parking on Bay Shore Drive during the construction and demolition period. The Developer and
 30 Developer's Contractors shall not obstruct traffic for more than 3 minutes without giving prior
 31 notice to the Village during the construction and demolition period; the Village will grant
 32 permission and schedule traffic obstructions for a duration of longer than 3 minutes for a time of
 33 day that will minimize the obstruction.
 34
 35
- 36 3. The developer acknowledges that business related signage is not part of this approval and must
 37 be applied for separately. Also that any representation of business signage on the plan sheets is
 38 representative only and not approved as part of this agreement.
 39

F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM

40 The Developer hereby agrees that:

- 41 1. The improvements shall be constructed in accordance with the following specifications.
 42
 43
 - 44 a. Village of Sister Bay Engineering Design Manual, dated June 18, 2008.
 - 45 b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition,
 46 March 1, 1988, and as amended January 1, 1992.
 - 47 c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion
 48 Control.
 - 49 d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and
 50 Structure Construction, 1996 and supplemental specifications or the most recent edition.
 51

The Wild Tomato, LLC Development Agreement

1 2. A sewer and water plan should be submitted to the Village Utility Department that shows where
 2 every water service line and sanitary line runs, the location of all water meters, calculations on
 3 sanitary fixture units for each metered location to enable the Utility Department to determine the
 4 impact and hook-up fees. The Developer shall install the sanitary and water connections to the
 5 Village system in accordance with the plans and specifications Sheet _____
 6 on file in the Village Administrator's office dated the ____ day of _____.

7
 8 3. The developer agrees to do all the public and private infrastructure construction according to the
 9 Village's various codes including but not limited to the Utility Code, Land Division Code and the
 10 Design Standards. Upon completion of all construction the developer shall provide the Village
 11 with "as built" plans. The developer agrees that all underground piping regardless of type or
 12 location shall be marked with locating wire according to accepted standards. The developer
 13 agrees that all improvements within the public right-of-way or public easements shall be
 14 inspected by Village inspectors at the developer's expense.

G. ADDITIONAL IMPROVEMENTS

15
 16 Not applicable.

SECTION 7. SITE SPECIFIC REQUIREMENTS

17
 18
 19
 20 1. The Developer shall maintain continuous access around the building and to any fire hydrants as
 21 required by the current Zoning Code as directed by the Fire Department and Water Utility.

22
 23 2. The developer agrees to bury all electric, telephone and cable television lines from existing
 24 wooden poles to the building. The developer acknowledges that the Village and the Wisconsin
 25 Department of Transportation are planning to reconstruct Bay Shore Drive fronting the property
 26 after this project is constructed. The reconstruction project will include the burial or relocation of
 27 overhead telephone, cable television and electric lines across the property. The developer agrees
 28 that whatever arrangement is made for charging downtown property owners for the cost of the
 29 burial or relocation of those utilities shall apply to this property as well.

30
 31 3. The lighting plan Sheet ____ dated _____ shall not allow any light trespass at the property line
 32 in excess of the standards set forth in Section 66.0809. The lighting contractor shall provide
 33 written verification of compliance before occupancy shall be granted. All pole lighting taller than
 34 eight feet in height shall conform in style to the Village standard pole and luminaire.

35
 36 4. The liquid propane tanks shall be buried in a location approved by the Fire Department. The
 37 tanks and line locations shall be registered with Door County.

38
 39 5. The Village agrees that the general contractor shall be allowed a temporary construction sign on
 40 the property equal to 24 square feet per side per the requirements of Section 66.0710(b)) of the
 41 Code.

SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS

42
 43 The improvements set forth in Section 3 above shall be completed by the Developer in total within the
 44 specific time limits from the date of this agreement being signed except as otherwise provided for in
 45 this agreement.

SECTION 9. FINAL ACCEPTANCE

46
 47 Not applicable.

SECTION 10. DEDICATION OF IMPROVEMENTS

The Wild Tomato, LLC Development Agreement

1 Not applicable.
2

3 **SECTION 11. ACCEPTANCE OF WORK AND DEDICATION**

4 Not applicable.
5

6 **SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER**

7 The ultimate responsibility for the proper design and installation of sewer facilities, water facilities,
8 drainage facilities, landscaping and all other improvements are upon the Developer. The fact that the
9 Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a
10 waiver, or relieve the Developer from the ultimate responsibility for the design, performance and
11 function of the development and related infrastructure.
12

13 **SECTION 13. SETBACK AGREEMENT**

14 The Village, as an adjoining property owner, agrees to allow Wild Tomato LLC to maintain a zero foot
15 (0) side setback on the southern property boundary of the Wild Tomato property.
16

17 **SECTION 14. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS**

18 Not applicable.
19

20 **SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED**
21 **SURVEY MAP**

22 Not applicable.
23

24 **SECTION 16. CONSTRUCTION PERIOD FINANCIAL GUARANTEE**

25 Not applicable.
26

27 **SECTION 17. NOISE AND HOURS OF OPERATIONS**

28 1. The Developer shall make every effort to minimize noise, dust and similar disturbances,
29 recognizing that the project is located near existing residences. The project construction or
30 demolition shall only occur between the hours of 7:00 a.m. and 8:00 p.m., during weekdays and
31 Saturdays, and 9:00 a.m. and 7:00 p.m. on Sundays and national holidays. Grading, excavation,
32 blasting, demolition, roadway construction or underground utility construction shall only occur
33 between the hours of 8:00 a.m. and 8:00 p.m., during weekdays and Saturdays except in cases of
34 urgent necessity in the interest of public health and safety. If the Village Administrator determines
35 that, the public health and safety will not be impaired by these activities he/she may grant
36 permission for such work to be done during other hours on application being made at the time
37 the permit for the work is awarded or during the progress of the work. Blasting mats, or other
38 established method, shall be used to prevent flying debris resulting from the blasting operation.
39 Not less than 24 hours before blasting, the Developer and Contractor shall notify in writing all
40 residences and businesses near the work of the Contractor's intent to blast. A copy of the written
41 notice shall also be delivered to the Village.
42

43 2. No work shall be permitted during Marina Fest, Fall Festival or the Capture the Spirit tree
44 lighting.
45

46 **SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT**
47 **AGREEMENT**

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

The Wild Tomato, LLC Development Agreement

- 1 a. All representations and warranties of the Developer set forth in this Development Agreement and
- 2 in all agreements expressly referred to herein shall at all times be true, complete and correct;
- 3 b. All covenants and obligations of the Developer under this Development Agreement are duly and
- 4 substantially performed, observed, satisfied and paid, when and as required herein;
- 5 c. No event of default has occurred, or with the giving of notice or lapse of time would occur;
- 6 d. There is no material adverse change in the financial condition of the Developer, which might
- 7 impair its ability to perform its obligations under this Development Agreement.

SECTION 19. DEFAULT/REMEDIES

- 10 1. An event of default ("Event of Default") is any of the following:
 - 11 a. A failure by the Developer to cause substantial completion of the Development Project or
 - 12 any part thereof to occur pursuant to the terms, conditions and limitations of this
 - 13 Development Agreement; a failure of either party to perform or observe any and all
 - 14 covenants, conditions, obligations or agreements on its part to be observed or performed
 - 15 when and as required under this Development Agreement within thirty (30) days of notice
 - 16 of the failure to the Developer;
 - 17 b. A failure by the Developer to pay any amount or when and as due to the Village within ten
 - 18 (10) days of notice of such failure to the Developer;
 - 19 c. The Developer becomes insolvent or is the subject of bankruptcy, receivership or
 - 20 insolvency proceedings of any kind; or
 - 21 d. The dissolution or liquidation of the Developer, or the commencement of any proceedings
 - 22 therefore.
- 23
 - 24 2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any
 - 25 one or more of the following actions without waiving any rights or remedies available to it:
 - 26 a. Immediately suspend its performance under this Development Agreement from the time
 - 27 any notice of an event of default is given until it receives assurances from the breaching
 - 28 party deemed adequate by the non-breaching party, that the breaching party will cure its
 - 29 default and continue its due and punctual performance under this Development
 - 30 Agreement; or
 - 31 b. Commence legal or administrative action, in law or in equity, which may appear necessary
 - 32 or desirable to enforce performance and observance of any obligation, agreement or
 - 33 covenant of the breaching party under this Development Agreement.
 - 34 c. Perform or have performed all necessary work in the event the non-breaching party
 - 35 determines that any Event of Default may pose an imminent threat to the public health or
 - 36 safety, without any requirement of any notice whatsoever. In the event of a default by the
 - 37 Developer, the Village may use and apply all or any portion of the bond provided by the
 - 38 Developer under Section 16 above to cure such default.
 - 39
 - 40 3. No remedy or right conferred upon or reserved to a party in this Development Agreement is
 - 41 intended to be exclusive of any other remedy or remedies, but each and every such right and
 - 42 remedy shall be cumulative and shall be in addition to every other right and remedy given under
 - 43 this Development Agreement now or hereafter existing at law or in equity. No delay or omission
 - 44 to exercise any right or power accruing upon any default shall impair any such right or power or
 - 45 shall be construed to be a waiver thereof, but any such right and power may be exercised from
 - 46 time to time and as often as may be deemed expedient.
 - 47
 - 48 4. In the event any warranty, covenant or agreement contained in this Development Agreement
 - 49 should be breached by a party and thereafter waived by the other, such waiver shall be limited to
 - 50 the particular breach so waived and shall not be deemed to waive any other concurrent,
 - 51 previous or subsequent breach hereunder.

The Wild Tomato, LLC Development Agreement

- 1
2 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other
3 such expenses for the collection of payments due or to become due or for the enforcement or
4 performance or observance of any obligation or agreement on the part of the other herein
5 contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and
6 other such expenses incurred by such prevailing party.
7

SECTION 20. PERMITTED DELAYS

8
9 Not applicable.
10

SECTION 21. ADDITIONAL PROVISIONS

- 11
12 1. No member of any governing body or other official of the Village ("Village Official") shall have
13 any financial interest, direct or indirect, in this Development Agreement, the Property or the
14 Development Project, or any contract, agreement or other transaction contemplated to occur or
15 be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village
16 and the Village Official fully complies with all conflict of interest requirements of the Village. No
17 Village Official shall participate in any decision relating to this Development Agreement, which
18 affects his or her personal interest or the interests of any corporation, partnership, or association
19 in which he or she is directly or indirectly interested. No member, official or employee of the
20 Village shall be personally liable to the Village for any event of default or breach by the
21 Developer of any obligations under the terms of this Development Agreement.
22
- 23 2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in
24 and shall become a part of this Development Agreement.
25
- 26 3. Nothing herein shall be construed or interpreted in any way to waive any obligation or
27 requirement of the Developer to obtain all necessary approvals, licenses and permits from the
28 Village in accordance with its usual practices and procedures, nor limit or affect in any way the
29 right and authority of the Village to approve or disapprove any and all plans and specifications,
30 or any part thereof, or to impose any limitations, restrictions and requirements on the
31 development, construction and/or use of the Development Project as a condition of any such
32 approval, license or permit; including, without limitation, requiring any and all other
33 development and similar agreements.
34
- 35 4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or
36 incorporated herein.
37
- 38 5. Descriptive headings are for convenience only and shall not control or affect the meaning or
39 construction of any provision of this Development Agreement.
40
- 41 6. Any notice required hereunder shall be given in writing, signed by the party giving notice,
42 personally delivered or mailed by certified or registered mail, return receipt requested, to the
43 parties' respective addresses as follows:
44

45 Village Administrator
46 Village of Sister Bay
47 2383 Maple Drive
48 Sister Bay, WI 54234
49

50 The notices or responses to Grantee shall be addressed as follows:
51 The Wild Tomato, LLC

The Wild Tomato, LLC Development Agreement

1 PO Box 547
2 Fish Creek, WI 54212
3

4 SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES

5 The Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs
6 and disbursements which shall be incurred by the Village in connection with this project or relative to
7 the construction, installation, dedication and acceptance of the improvements covered by this
8 agreement, including without limitation by reason of enumeration, design, engineering, review,
9 supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by
10 Developer within forty-five (45) days of being invoiced may be charged against the financial guarantee
11 held by the Village pursuant to this agreement, or assessed against the property as a special charge
12 pursuant to §66.60(16), Wisconsin Statutes.
13

14 SECTION 23. GENERAL INDEMNITY

15 The Developer will indemnify and hold harmless the Village, its governing body members, officers,
16 agents, including the independent contractors, consultants and legal counsel, servants and employees
17 thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties")
18 against any loss or damage to property or any injury to or death of any person occurring at or about or
19 resulting from any breach of any warranty, covenant or agreement of the Developer under this
20 Development Agreement, and the development of the Property; provided that the foregoing
21 indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any
22 willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will
23 protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding
24 whatsoever by any person or entity whatsoever arising or purportedly arising from the action or
25 inaction of the Developer (or other persons acting on its behalf or under its direction or control) under
26 this Development Agreement, or the transactions contemplated hereby or the acquisition, construction,
27 installation, ownership and operation of the Development Project and the Property. All covenants,
28 stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to
29 be covenants, stipulations, promises, agreements and obligations of the Village and not of any
30 governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations,
31 promises, agreements and obligations of the Developer contained herein shall be deemed to be
32 covenants, stipulations, promises, agreements and obligations of the Developer and not of any of its
33 officers, owners, agents, servants or employees.
34

35 SECTION 24. INSURANCE

36 The Developer, its contractors, suppliers and any other individual working on the public right of way
37 shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms
38 and in the amounts as required by the Village consistent with other projects in the public right of way.
39

40 SECTION 25. FEES AND CHARGES

41 The Developer shall be responsible for zoning and development fees such as are applicable as of the
42 date of the development agreement. The Developer shall be responsible for any impact fees as are
43 properly levied by the Village.
44

45 SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES

46 The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk,
47 entered into and are signatory to this agreement solely in their official capacity and not individually,
48 and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise
49 exist, being expressly released and/or waived.
50

51 SECTION 27. GENERAL CONDITIONS AND REGULATIONS

The Wild Tomato, LLC Development Agreement

1 All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions
2 shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This
3 agreement and all work and improvements required hereunder shall be performed and carried out in
4 strict accordance with and subject to the provisions of said Ordinances.
5

6 SECTION 28. ZONING

7 The Village does not guarantee or warrant that the subject property of this agreement will not at some
8 later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning
9 district. It is further understood that any rezoning that may take place shall not void this agreement.
10

11 SECTION 29. COMPLIANCE WITH CODES AND STATUTES

12 The Developer shall comply with all current and future applicable codes of the Village, County, State
13 and federal government and, further, Developer shall follow all current and future lawful orders of all
14 duly authorized employees and/or representatives of the Village, County, State or federal government.
15

16 SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS

17 Not applicable.
18

19 SECTION 31. ASSIGNMENT

20 The Developer shall not transfer, sell or assign the property or assign this Development Agreement or
21 its obligations hereunder without the express prior written consent of the Village until the Developer
22 has fully complied with its obligations under this Development Agreement. Any such consent
23 requested of the Village prior thereto may be withheld, conditioned or delayed for any reasonable
24 reason.
25

26 SECTION 32. BINDING

27 This Development Agreement shall be binding upon the parties hereto and their respective
28 representatives, successors and assigns, and any and all future owners of the Property or any portion
29 thereof, and their respective heirs, representatives, successors and assigns.
30

31 SECTION 33. AMENDMENTS

32 The Village and the Developer, by mutual consent, may amend this Developer's Agreement at any
33 meeting of the Village Board. The Village shall not, however, consent to an amendment until after first
34 having received a recommendation from the Village's Plan Commission. The Plan Commission shall
35 consider the amendment under the conditional use process.
36

37 SECTION 34. DURATION

38 The Developer acknowledges that the requirements regarding the operation and maintenance of the
39 project as fully described above shall continue and not expire. The Developer acknowledges that the
40 Village may from time to time establish new zoning, utility, storm water and other requirements or
41 standards that apply to similarly situated properties which, if applicable shall apply to this project. The
42 Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement.
43 Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing
44 and make a recommendation regarding the petition. The Board may cancel the agreement if it
45 determines that there is no further value or need for the Developer to comply with its requirements.
46

The Wild Tomato, LLC Development Agreement

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

4
5 **DEVELOPER**

The Wild Tomato, LLC

6
7 By: _____
8 Britt Unkefer

9 **STATE OF WISCONSIN**
10 **COUNTY OF DOOR**

11
12 Personally came before me this ____ day of _____, 2013, _____,
13 _____ of _____, to me known to be the person who executed the
14 foregoing instrument and to me acknowledged that he executed the foregoing instrument in such
15 capacity.

16
17 _____
18 Notary Public, State of WI
19 My commission expires: _____

20
21 **VILLAGE OF SISTER BAY**

22 _____
23 Village President

24
25 _____
26 Village Clerk

27 **STATE OF WISCONSIN**
28 **COUNTY OF DOOR**

29
30 Personally came before me this ____ day of _____, 2013, the above named
31 _____, and _____, Village Clerk, of the above-named municipal
32 corporation, to me known to be the persons who executed the foregoing instrument and to me known
33 to be such individual and Village Clerk of the municipal corporation and acknowledged that they
34 executed the foregoing instrument as such officers as the deed of the municipal corporation by its
35 authority and pursuant to the authorization by the Village Board from their meeting on the ____ day
36 of _____, 2013.

37
38 _____
39 Notary Public, State of WI
40 My commission expires: _____

41 Approved As To Form:

42 _____
43 Village Attorney