



1 PLAN COMMISSION MEETING MINUTES  
2 TUESDAY, OCTOBER 27, 2015  
3 Sister Bay-Liberty Grove Fire Station – 2258 Mill Road  
4 UNAPPROVED VERSION  
5

6 The October 27, 2015 meeting of the Plan Commission was called to order by Chairperson  
7 Dave Lienau at 5:45 P.M.

8  
9 **Present:** Chairperson Lienau, and members Don Howard, Marge Grutzmacher, Nate Bell and  
10 Scott Baker

11  
12 **Excused:** Shane Solomon and Eric Lundquist

13  
14 **Others:** Ron Kane, Britt Unkefer, Larry Gajda and Annika Schuller-Rach

15  
16 **Staff Members:** Village Administrator Zeke Jackson, Marketing Director Jason Polecheck and  
17 Assistant Administrator Janal Suppanz

18  
19 **Comments, correspondence and concerns from the public:**

20 Lienau noted that no new correspondence had been received, and then asked if anyone wished  
21 to comment regarding a non-agenda item. No one responded.

22  
23 **Approval of the agenda:**

24 *A motion was made by Baker, seconded by Grutzmacher that the Agenda for the October 27,*  
25 *2015 meeting of the Plan Commission be approved as presented. Motion carried – All ayes.*

26  
27 **Approval of minutes as published:**

28 *A motion was made by Howard, seconded by Baker that the minutes for the September 22,*  
29 *2015 meeting of the Plan Commission be approved as presented. Motion carried – All ayes.*

30  
31 **Business Items:**

32 **Item No. 2. Discussion on a request for a Zoning Permit from Baylake Bank; Consider a**  
33 **motion for action if necessary:**

34 Baylake Bank has been bought by Nicolet National Bank, and the Sister Bay Branch of that  
35 bank will be moving into the Sister Bay Trading Company building located at 2477 S. Bay  
36 Shore Drive by May of 2016. Building, site and parking plans as well as artists renderings of  
37 proposed signage were all included in the meeting packets. Some remodeling will be done  
38 inside the building and a drive-thru area will be added. The Zoning Code requires that seventy-  
39 eight parking spaces be provided, but the Plan Commission does have the ability to amend that  
40 regulation. If the plans are approved as presented forty-three parking spaces will be provided at  
41 the new location. Larry Gajda, the Manager of Baylake Bank, was present and indicated that he  
42 believes forty-three parking spaces will be more than adequate.

43  
44 *A motion was made by Howard, seconded by Baker that Baylake Bank's request for a Zoning*  
45 *Permit for the property located at 2477 S. Bay Shore Drive is approved as presented. The Plan*  
46 *Commission finds that forty-three parking spaces is sufficient for the property in question, and*  
47 *also approves the proposed signage for Nicolet Bank as presented. Motion carried – All ayes.*  
48  
49

1 **Item No. 3. Discussion on a request from the Wild Tomato for a plan amendment; Consider a**  
 2 **motion for action if necessary:**

3 Britt Unkefer would like to remodel the Wild Tomato Building in such fashion that a basement  
 4 is added, and a copy of the plans for that work was included in the meeting packets. Basically  
 5 the basement will be utilized for storage, but the building footprint will not be changing.

6  
 7 *A motion was made by Grutmacher, seconded by that The Wild Tomato's Development*  
 8 *Agreement shall be amended in such fashion that it states that a basement may be added to the*  
 9 *building at 10677 N. Bay Shore Drive. Motion carried – All ayes.*

10  
 11 **Item No. 1. Public Hearing on amendment of §66.0501(b)(3)(e) – Accessory Buildings in**  
 12 **Front Yard Setback Area and §66.0311(c)(1) – Conditional Uses in the R-1 Zoning District;**  
 13 **Discussion on a proposed text amendment, and consider a motion for action if necessary:**

14 *At 5:56 P.M. Lienau called the Public Hearing on amendment of §66.0501(b)(3)(e) –*  
 15 *Accessory Buildings in the Front Yard Setback Area, and §66.031(c)(1) – Conditional Uses in*  
 16 *the R-1 Zoning District, to order.*

17  
 18 Some time ago Lee Kellum requested that the Zoning Code be amended in such fashion that  
 19 accessory buildings are allowed in the front yard setback area as a conditional use. (Kellum  
 20 would like to construct a garage in his front yard, but that is not allowed at the present time.)  
 21 Copies of applicable Zoning Code amendments were included in the meeting packets.  
 22 Basically those amendments will allow garages/barns in the front yard setback area of the R-1  
 23 District as a Conditional Use.

24  
 25 Lienau asked if anyone wished to comment regarding this issue.

26  
 27 Ron Kane and Larry Gajda both stated that they believe “it’s a good amendment”.

28  
 29 *At 6:01 P.M. Lienau asked if anyone else wished to comment regarding this issue, and when no*  
 30 *one responded he declared that the public hearing was officially closed.*

31  
 32 *A motion was made by Howard, seconded by Grutzmacher that the recommendation is made*  
 33 *to the Village Board that the proposed text amendment which allows accessory buildings in the*  
 34 *front yard setback area as a conditional use in the R-1 Zoning District, be approved as*  
 35 *presented. Motion carried – All ayes.*

36  
 37 **Item No. 4. Report by the Zoning Administrator regarding development activities, various**  
 38 **enforcement actions, and issuance of Sign and Zoning Permit:**

39 Jackson gave the following oral report:

- 40 • The DNR has provided him with copies of the regulations concerning the dust  
 41 control measures which must be taken at quarries. The Village’s Legal Intern is  
 42 working on drafts of proposed regulation amendments and they will be provided  
 43 to the Plan Commission as soon as they are available.
- 44  
 45 • The work on the Line Burial Project is substantially completed, with the  
 46 exception of some conflicts with the D.O.T. Project.
- 47  
 48 • Topsoil has been placed on the Sledding Hill.

1 Lienau expressed concerns about the design of the sledding hill, and stated that  
 2 he believes some safety issues may come into play. Jackson responded that it is  
 3 his understanding that Steve Mann and Pat Hockers, who designed the sledding  
 4 hill, intend to see that berms are added, and will see that the safety issues are all  
 5 addressed prior to the time that the hill is opened.  
 6

- 7 • The Beach Project is substantially complete. In order to obtain grant funding all  
 8 the required work must be completed this year. Landscaping is ongoing and  
 9 sprinklers and rain gardens still need to be installed.
- 10
- 11 • Construction is underway on the Niagara Ridge Development.
- 12
- 13 • Al Gokey is still consulting with engineers and D.O.T. officials regarding the  
 14 Harbor View Development, and is preparing for the next round of approvals.  
 15
- 16 • Keith Garot received new bids for the Stony Ridge Development and is working  
 17 to finalize the necessary paperwork. Garot will need to amend his Development  
 18 Agreement and submit revised architectural plans before proceeding any further.  
 19
- 20 • The search for a new Finance Director has resumed. For the time being the  
 21 Finance Director duties have been split between existing staff members.  
 22
- 23 • The Marina had the best financial season on record.
- 24
- 25 • Staff has sent out the Fall Newsletter, and the results from the citizen survey  
 26 have been tabulated.  
 27
- 28 • The consultants from Living Labs have completed their initial phase of work on  
 29 the Wayfinding Signage Project. The next meeting with the consultants has been  
 30 scheduled for Tuesday, November 24, 2015 at 5:30 P.M.  
 31

32 **Item No. 5. Discussion regarding matters to be placed on a future agenda or referred to a**  
 33 **Committee, Official or Employee:**

34 There were no matters to be placed on a future agenda or referred to a committee, official or  
 35 employee.  
 36

37 **Adjournment:**

38 *A motion was made by Baker, seconded by Howard to adjourn the meeting of the Plan*  
 39 *Commission at 6:26 P.M. Motion carried – All ayes.*  
 40

41 Respectfully submitted,

42 

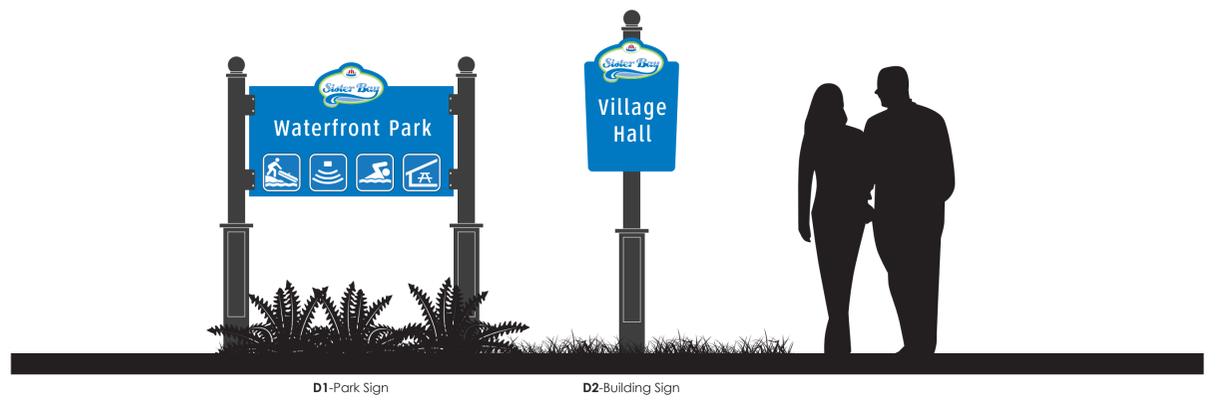
43 Janal Suppanz,  
 44 Assistant Administrator

# Vehicular Signs



V1-Community Guide Sign V2-Parking Sign

# Destination Signs



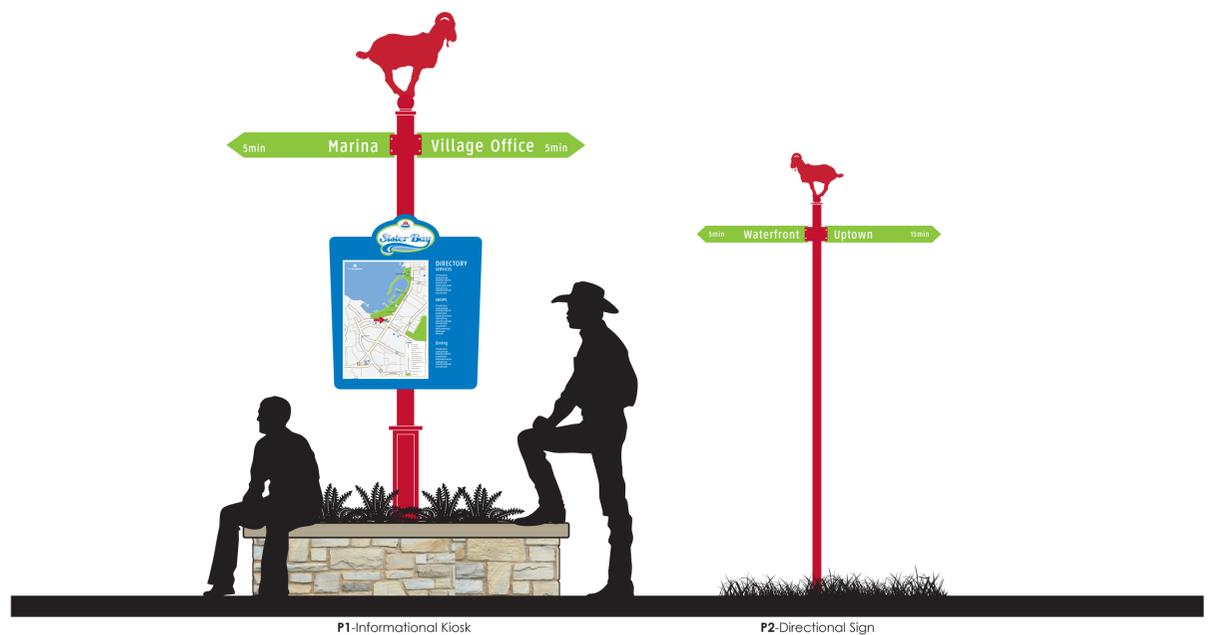
D1-Park Sign D2-Building Sign

# Bicycle Signs



B1-Confirmation Sign B2-Route Turn Sign B3-Directional Sign

# Pedestrian Signs



P1-Informational Kiosk P2-Directional Sign



# Tax Parcel Report

Courtesy of the Door County Land Information Office



6  
... from the Web Map of ...  
(//www.co.door.wi.gov)  
**Door County, Wisconsin**  
... for all seasons!



Spring 2015 Orthophoto as default backdrop

Door County can not and does not make any representation regarding the accuracy or completeness, nor the error-free nature, of information depicted on this map. This information is provided to users "as is". The user of this information assumes any and all risks associated with this information. Door County makes no warranty or representation, either express or implied, as to the accuracy, completeness, or fitness for a particular purpose of this information. The Web Map is only a compilation of information and is NOT to be considered a legally recorded map or a legal land survey to be relied upon.

Data Current as of 14th October 2015

Parcel Number: 181210101 - VILLAGE OF SISTER BAY

PLSS Section-Town-Range: SW 1/4 of SE 1/4 5-31-28

Property Address: 10671 BAY SHORE N DR

Owner Name: VILLAGE OF SISTER BAY

Mailing Address:

PO BOX 769  
SISTER BAY, WI 54234

Legal Description:

VILLAGE OF SISTER BAY  
ASSESSOR'S PLAT NO. 1  
LOT 1 BLK 1  
SW 1/4 SE 1/4 SEC 5-31-28  
EXC PARCEL 29 TPP 4610-06-  
more legal not shown

Other Owners:

Recorded Doc: DOC# 789244, V 443/682

School District: GIB

Valuations: 0

Taxes: 2014

Acres: 0.34

Real Estate Tax: \$0.00

Land Value: \$0

Special Tax: \$0.00

Improved Value: \$0

Forest Tax: \$0.00

Forest Value: \$0

Est Fair Market Val: \$0



# Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

Green Bay Office  
1250 Centennial Centre Blvd.  
Hobart, WI 54155  
920-662-9641  
FAX 920-662-9141

November 17, 2014

Mr. Zeke Jackson, Village Administrator  
VILLAGE OF SISTER BAY  
2383 Maple Drive  
P. O. Box 769  
Sister Bay, WI 54234

RE: Limited Geoprobe Assessment at 10671 North Bay Shore Drive, Sister Bay, Wisconsin

Dear Zeke:

Robert E. Lee & Associates, Inc., (REL) appreciates the opportunity to provide you with this proposal for conducting a Limited Geoprobe Assessment at 10671 North Bay Shore Drive, Sister Bay, Wisconsin (the Property). Based on correspondence from the WDNR, the Village of Sister Bay has been required to retain a consultant to conduct a Geoprobe investigation at the Property. Please note that based on prior experience in the area, there is a possibility that a Geoprobe investigation will not be effective given the presence of cobbles below ground surface. Depending on the ability of the Geoprobe to advance soil borings, we may need to utilize a backhoe to complete the work.

## PHASE II ESA SCOPE OF WORK

The purpose of the work below is to initiate investigative activities to gain information related to the Property's environmental condition. Listed below is the detailed scope of services to be performed.

- ◆ Advance a minimum of four (4) soil borings at the Property to a maximum depth of 12 feet below grade (fbg).
- ◆ Collection and field screening of soil samples from each soil boring.
- ◆ Laboratory analysis of up to one (1) soil sample per soil boring exhibiting the highest potential for contamination to be submitted under chain-of-custody protocol to a State Certified Environmental Lab for petroleum volatile organic compounds (PVOCs).
- ◆ Up to two (2) one-inch diameter groundwater monitoring wells will be installed, if deemed necessary during soil boring completion.
- ◆ All monitoring wells installed as part of this scope of work will be developed, sampled, and submitted under chain-of-custody protocol to a State Certified Environmental Lab for PVOCs.
- ◆ Discuss findings of additional site investigation with client providing recommendations.

## SCHEDULE

The drilling work is anticipated to begin the first week of December 2014, assuming site access can be obtained. Laboratory results are anticipated within 10 business days of the completion of drilling. Upon receipt of the results, REL will discuss the findings with the client.

November 17, 2014  
Mr. Zeke Jackson, Village Administrator  
VILLAGE OF SISTER BAY  
Page 2

## **COST**

REL proposes to perform a Phase II for a cost of \$2,950. If monitoring wells are deemed necessary during the investigation, additional costs will be incurred. If the Geoprobe drilling method is not successful, a contract amendment will be provided to utilize a backhoe to excavate test pits to complete the investigation. The cost includes drilling, laboratory, and REL fees. If the enclosed contract is acceptable, we ask that a copy be signed and returned to our office, as authorization to proceed with the services described.

We appreciate your consideration and look forward to further discussing our firm's qualifications. If you have any questions and/or comments in this regard, please contact our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Bruce D. Meissner, PG  
Principal, Environmental Compliance Manager

BDM/NJM

ENC.



# Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

Green Bay Office  
1250 Centennial Centre Blvd.  
Hobart, WI 54155  
920-662-9641  
FAX 920-662-9141

## AGREEMENT FOR ENGINEERING SERVICES

DATE: November 17, 2014

CLIENT: Mr. Zeke Jackson, Village Administrator  
VILLAGE OF SISTER BAY  
2383 Maple Drive  
P. O. Box 769  
Sister Bay, WI 54234

Robert E. Lee & Associates, Inc. is hereby authorized to proceed with the scope of services subject to the Standard Terms and Conditions, both of which are attached:

### Limited Geoprobe Assessment at 10671 North Bay Shore Drive, Sister Bay, Wisconsin

**Lump Sum**

**\$2,950**

Compensation for the services described in the attached proposal will be on the basis of a lump sum contract. Please note that we issue monthly progress billings for the work performed during that month. Payment is expected within 30 days after the invoice date.

If acceptable, please sign in the space provided and return one complete copy for our files.

If there are any questions, please call our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Bruce D. Meissner, PG  
Principal, Environmental Compliance Manager

ACCEPTED FOR VILLAGE OF SISTER BAY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**ROBERT E. LEE & ASSOCIATES, INC.****STANDARD TERMS AND CONDITIONS****I. SCOPE**

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

**II. COMPENSATION**

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and nonsalary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee time spent working directly on subject project.
3. General and administrative overhead charges distributed on basis of employee time spent working directly on subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such nonsalary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.

3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.
4. Living and traveling expenses of employees when away from home office on business connected with the project.
5. Subcontracted services.

**III. RESPONSIBILITY**

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

**IV. INSURANCE AND LIMITS OF LIABILITY**

Robert E. Lee & Associates, Inc. shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit of liability for bodily injury and property damage shall be \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of Robert E. Lee & Associates, Inc. The limit of liability shall be \$50,000.

#### **V. SUSPENSION OF WORK**

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

#### **VI. TERMINATION OF WORK**

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Robert E. Lee & Associates, Inc. shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

#### **VII. ASSIGNMENT**

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

#### **VIII. INTEGRATION**

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

#### **IX. JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

#### **X. DISPUTE RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

## VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0900 NON-CONFORMING USE DEFINITIONS

SEC. 66.0901 EXISTING NON-CONFORMING USES

### SECTION 900 - NON- CONFORMING USES, STRUCTURES AND LOTS

1 Note: This entire section was revised by Ordinance 171-071310.

2  
3 **Sec. 66.0900 Non-Conforming Use Definitions**

4  
5 The following definitions and categories shall apply to non-conforming uses and structures.

- 6  
7 (a) Detrimental non-conformities are those  
8 that have a negative impact on the health  
9 and safety of the public. Detrimental non-  
10 conformities have the potential for harm.  
11 (b) Benign non-conformities are those that do  
12 not have a negative impact on the health  
13 and safety of the public, but may have a  
14 negative impact on public welfare.  
15 (c) Health and Safety of the Public is the protection  
16 from injury, illness, danger and  
17 other harm.  
18 (d) Public welfare is the protection from nuisances,  
19 economic interest, convenience,  
20 community character and the vision expressed  
21 in the Village's Smart Growth Plan.  
22 (e) Detrimental Non-conforming Uses.  
23 Detrimental non-conforming uses are those  
24 non-conforming uses, which are not compatible  
25 with permitted uses in the zoning  
26 district and which, if permitted to continue  
27 or expand, would have a detrimental effect  
28 on those uses permitted in the zone. Detrimental  
29 non-conforming uses shall include the following:  
30  
31 (1) Commercial and industrial uses in  
32 residential and institutional zones.  
33 (2) Industrial uses in commercial zones.  
34 (3) In commercial zones, residential  
35 uses not specifically permitted in  
36 the zone  
37 (f) Benign Non-conforming Uses:  
38 Benign non-conforming uses are those uses  
39 other than detrimental non-conforming uses,  
40 which are generally not detrimental in  
41 the zone where they are located and include  
42 the following:  
43 (1) In residential zones those non-  
44 conforming residential uses, which  
45 do not conform to the population  
46 density standards for the zone in  
47 which, they are located.  
48 (2) In commercial zones those non-  
49 conforming uses, which are of the

50 same general type as those uses  
51 permitted in the zone and are determined  
52 by the Plan Commission to  
53 be not incompatible with permitted  
54 uses.

55 **Sec. 66.0901 Existing Non-Conforming Uses**

56 The lawful non-conforming use of land, or water;  
57 or a lawful non-conforming use on a conforming  
58 or non-conforming lot which existed at the time of  
59 the adoption or amendment of this chapter may  
60 be continued although the use does not conform  
61 with the provisions of this chapter; however,

- 62 (a) Expansion prohibited.  
63 Only that portion of the land or water in  
64 actual use may be so continued and the  
65 use may not be extended, enlarged, substituted  
66 or moved; except when required to do so by law  
67 or order or so as to comply with the provisions  
68 of this chapter. The expansion of parking or  
69 loading space to conform to the code is permitted.  
70  
71 (b) Discontinuance.  
72 If such non-conforming use is discontinued  
73 or terminated for a period of 12 consecutive  
74 months, any future use of the land or water  
75 shall conform to the provisions of this chapter.  
76 When a portion of a non-conforming use ceases  
77 on a portion of the land or water that portion  
78 of the non-conforming use shall be terminated.  
79  
80 (c) Burden of proof.  
81 The owners of property claiming to have a  
82 legal non-conforming use or a lawful conditional  
83 use, have the burden to prove that such use is  
84 in fact a non-conforming use or lawful conditional  
85 use in accordance with section 66.0922 [See  
86 page 127] of this chapter.  
87  
88 (d) Changes and substitutions.  
89 (1) A non-conforming use of land may be  
90 changed to a less intense non-conforming use  
91 with the approval of a conditional use permit  
92 by the Plan Commission when it can be demonstrated  
93 that the new use is in fact less detrimental to  
94 the other uses in the area.  
95  
96 (2) Once a non-conforming use has been changed  
97 to conform, it shall not revert to a non-conforming  
98 use.  
99  
100 (3) Once the Plan Commission has permitted the  
101 substitution of a less restrictive non-conforming  
102 use for an existing non-conforming use, the

## VILLAGE OF SISTER BAY ZONING CODE

### SEC. 66.0902 CONFORMING STRUCTURES ON NON-CONFORMING LOTS

### SEC. 66.0911 NON-CONFORMING STRUCTURES

- 1 substituted use shall lose its status as 53  
 2 a legal non-conforming use and be 54  
 3 come subject to all the conditions 55  
 4 required by the Plan Commission. 56
- 5 **Sec. 66.0902 Conforming Structures on Non-**  
 6 **Conforming Lots** 57
- 7 (a) Continued use allowed. 58  
 8 The use of a conforming structure existing 59  
 9 at the time of the adoption or amendment 60  
 10 of this chapter may be continued although 61  
 11 the lot area or lot width does not conform 62  
 12 to the requirements of this chapter. 63  
 13 (b) Additions and enlargements. 64  
 14 Additions and enlargements to the con- 65  
 15 forming structures are permitted and shall 66  
 16 conform to the established building set- 67  
 17 back, height, parking, loading and access 68  
 18 provisions of this chapter. 69  
 19 (c) Existing structures on non-conforming lots. 70  
 20 Existing conforming structures on non- 71  
 21 conforming lots, which are damaged or de- 72  
 22 stroyed by fire, explosion, flood, or other 73  
 23 calamity, may be reconstructed and shall 74  
 24 conform to the established building set- 75  
 25 back, height, parking, loading, and access 76  
 26 provisions of this chapter. 77
- 27 **Sec. 66.0910 Non-Conforming Structure Def-**  
 28 **initions** 78
- 29 The following definitions and categories shall ap- 79  
 30 ply to non-conforming structures. 80
- 31 (a) Detrimental non-conformities are those 81  
 32 that have a negative impact on the health 82  
 33 and safety of the public. Detrimental non- 83  
 34 conformities have the potential for harm. 84
- 35 (b) Benign non-conformities are those that do 85  
 36 not have a negative impact on the health 86  
 37 and safety of the public, but may have a 87  
 38 negative impact on public welfare. 88  
 39 (c) Health and Safety of the Public is the pro- 89  
 40 tection from injury, illness, danger and 90  
 41 other harm. 91
- 42 (d) Public welfare is the protection from nui- 92  
 43 sances, economic interest, convenience, 93  
 44 community character and the vision ex- 94  
 45 pressed in the Village's Smart Growth Plan. 95
- 46 (e) Detrimental Non-conforming Structures. 96  
 47 Detrimental non-conforming structures are 97  
 48 those designed for detrimental uses not 98  
 49 permitted in the zone and cannot be rea- 99  
 50 sonably structurally altered to house a con- 100  
 51 forming use. Such structures include the 101  
 52 following: 102  
 103  
 104  
 105  
 106
- (1) In residential and institutional 53  
 zones, commercial and industrial 54  
 buildings. 55  
 (2) In commercial zones, industrial 56  
 buildings. 57  
 (3) In commercial zones, residential 58  
 buildings not specifically permitted 59  
 in the zone 60
- (f) Benign Non-conforming Structures: 61  
 Benign non-conforming structures are 62  
 those structures other than detrimental 63  
 non-conforming structures, which are gen- 64  
 erally not detrimental in the zone where 65  
 they are located and include the following: 66  
 (1) In residential zones, buildings non- 67  
 conforming by reason of being de- 68  
 signed for residential uses which are 69  
 not permitted in the zone in which 70  
 they are located. 71  
 (2) Any building other than a detri- 72  
 mental non-conforming building, 73  
 which does not conform to the 74  
 height, yard, setback, parking load- 75  
 ing, open space requirements of the 76  
 zone where it is located. 77
- 78 **Sec. 66.0911 Non-Conforming Structures**  
 79 The use of a structure existing at the time of the  
 80 adoption or amendment of this chapter may be  
 81 continued although the structure's size or location  
 82 does not conform to the established building set-  
 83 back, height, parking, loading and/or access pro-  
 84 visions of this chapter.
- 85 (a) Discontinuance.  
 86 If such use of a non-conforming structure is  
 87 discontinued or terminated for a period of  
 88 12 consecutive months, any future use of  
 89 the structure shall conform to the provi-  
 90 sions of this chapter. When the use of a  
 91 portion of a non-conforming structure  
 92 ceases that portion of the non-conforming  
 93 use shall be terminated.
- 94 (b) Burden of proof.  
 95 The owners of property claiming to have a  
 96 legal non-conforming structure or a lawful  
 97 conditional use, have the burden to prove  
 98 that such use is in fact a non-conforming  
 99 structure or lawful conditional use in ac-  
 100 cordance with section 66.0922 [See page  
 101 127] of this chapter.
- 102 (c) Additions and enlargements to existing detri-  
 103 dimental non-conforming structures.  
 104 Detrimental non-conforming structures  
 105 shall not be moved, enlarged, remodeled  
 106 or modified except for the purpose of mak-

## VILLAGE OF SISTER BAY ZONING CODE

### SEC. 66.0920 EXISTING NON-CONFORMING LOTS

### SEC. 66.0922 INTERPRETATION AND PROOF OF USES

1 ing them suitable for a conforming use. A  
 2 detrimental non-conforming structure may  
 3 be modified to permit a less intense non-  
 4 conforming use with the approval of a  
 5 conditional use permit by the Plan Com-  
 6 mission when it can be demonstrated that  
 7 the new use is in fact less detrimental to  
 8 the other uses in the area.

9 (d) Additions and enlargements to existing be-  
 10 nign non-conforming structures.  
 11 Benign non-conforming structures shall not  
 12 be moved, enlarged or reconstructed unless the  
 13 structure(s) including the additions and en-  
 14 largements is made to conform in every re-  
 15 spect to the requirements of the zone  
 16 where the structure is located. However,  
 17 the Plan Commission may approve condi-  
 18 tional use permits for the expansion or re-  
 19 development of properties, which have  
 20 been previously developed and do not  
 21 conform to the requirements in this Code,  
 22 provided that the expansion or redevelop-  
 23 ment is designed for a permitted use. The  
 24 conditional use permits may permit devia-  
 25 tion from the regulations, including parking  
 26 requirements, when it can be found that:

27 (1) Strict conformance to the Zoning  
 28 Code requirements would preclude  
 29 viable expansion or redevelopment  
 30 of the site.

31 (2) Strict conformance to the Zoning  
 32 Code would result in disorderly or  
 33 illogical transitions between existing  
 34 and expanded areas of the site.

35 (3) Deviation from the Zoning Code  
 36 regulations would not jeopardize  
 37 the public health, safety and welfare  
 38 and would produce a quality built  
 39 environment.

40 (4) De-minimis deviations from a di-  
 41 mensional requirement or standard  
 42 would not have a negative impact  
 43 on neighborhood character.

44 (e) Damage to existing non-conforming struc-  
 45 tures.  
 46 Existing benign non-conforming structures  
 47 which are damaged by fire, explosion,  
 48 flood, or other calamity may be recon-  
 49 structed and insofar as is practicable shall  
 50 conform with the established building set-  
 51 back lines along streets and the yard,  
 52 height, parking, loading, and access provi-  
 53 sions of this chapter. Existing detrimental  
 54 non-conforming structures which are dam-  
 55 aged by fire, explosion, flood, or other ca-  
 56 lamity to the extent that such damage is

57 more than 50 percent of the current equal-  
 58 ized assessed value of the structure shall  
 59 not be reconstructed. (*Amended Ord-*  
 60 *inance 206-100912*)

61 (f) Remodeling existing non-conforming struc-  
 62 tures.  
 63 Existing benign non-conforming structures,  
 64 which are remodeled or reconstructed  
 65 shall conform to the established building  
 66 setbacks, height, parking, loading, and ac-  
 67 cess provisions of this chapter. (*Amended*  
 68 *Ordinance 206-100912*)

#### 69 Sec. 66.0920 Existing Non-Conforming Lots

70 A lot which is located in the B-1 business and R-  
 71 1, R-2 and R-3 residential zoning districts which  
 72 does not contain sufficient area to conform to the  
 73 dimensional requirements of this chapter, but  
 74 which is at least 65 feet in width at the building  
 75 line and 65 feet in width at the ordinary high-  
 76 water mark or rear lot line, and which is 10,000  
 77 square feet in area, may be used as a building site  
 78 providing that the use is permitted in the zoning  
 79 district, providing the lot is on record in the coun-  
 80 ty register of deeds office prior to November 16,  
 81 1973, and providing the lot is in separate owner-  
 82 ship from abutting lands.

#### 83 Sec. 66.0921 Wetland Non-Conforming Uses

84 Notwithstanding section 62.23(7)(h) of the Wis-  
 85 consin Statutes, the repair, reconstruction, reno-  
 86 vating, remodeling, or expansion of a legal non-  
 87 conforming structure, or any environmental con-  
 88 trol facility related to a legal non-conforming  
 89 structure, located in the W-1 district and in exist-  
 90 ence at the time of adoption or subsequent  
 91 amendment of this chapter, or of an environmen-  
 92 tal control facility in existence on November 13,  
 93 2004, related to that structure is permitted pursu-  
 94 ant to section 62.231(5) of the Wisconsin Statutes  
 95 section 62.23(7)(h), however, applies to any envi-  
 96 ronmental control facility that was not in exist-  
 97 ence on November 13, 2004, but was in exist-  
 98 ence on the effective date of this chapter or  
 99 amendment.

#### 100 Sec. 66.0922 Interpretation and Proof of Uses

101 The owners of property who want to alter their  
 102 use that they claim is either a legal non-  
 103 conforming use or a lawful conditional use should  
 104 apply for the alteration of the use, or the building  
 105 in which it is located, with the Zoning Administra-  
 106 tor. The Zoning Administrator, after a review of  
 107 Village records, may require documentation of the  
 108 applicant to prove his/her claim. Based upon a re-  
 109 view of the submitted documentation, the Zoning  
 110 Administrator may approve or deny the appli-

## VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0922 INTERPRETATION AND PROOF OF USES

SEC. 66.0922 INTERPRETATION AND PROOF OF USES

- 1 cant's claim. If denied, the applicant may seek an
- 2 interpretation of the matter from the Plan Com-
- 3 mission.
- 4 Note: This entire section was revised by Ordi-
- 5 nance 171-071310.
- 6

## Section 900 Interpretive questions:

**1. A property owner of a benign non-conforming structure wishes to replace some interior walls and roof. What permit do they need?**

- A. Over the Counter
- B. Conditional Use Permit
- C. Not allowed under the current Zoning Code
- D. Requires a variance from the Zoning Board of Appeals

**2. A property owner of a benign non-conforming structure wishes to replace exterior windows and replace the garage door of an attached garage with a wall, turning the current garage into a bedroom. What permit do they need?**

- A. Over the Counter
- B. Conditional Use Permit
- C. Not allowed under the current Zoning Code
- D. Requires a variance from the Zoning Board of Appeals

**3. A property owner of a benign non-conforming structure wishes to add a permitted use (restaurant) to the existing structure (Bed and Breakfast). What permit do they need?**

- A. Over the Counter
- B. Conditional Use Permit
- C. Not allowed under the current Zoning Code
- D. Requires a variance from the Zoning Board of Appeals



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 RANDALL J. NESBITT\*†  
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 ROGER PINKERT  
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NORTHERN DOOR OFFICE:  
 2294 SUNSET DRIVE  
 SISTER BAY, WISCONSIN 54234  
 TELEPHONE (920) 854-2616

November 13, 2015

Mr. Zeke Jackson, Village Administrator  
 Village of Sister Bay  
 P. O. Box 769  
 Sister Bay, WI 54234

***Re: Interpretation of Non-Conforming Structure Request***

Dear Zeke:

I have reviewed the application of Sister Bay Zoning Code §66.0911 with respect to the change or modification of an existing structure which is a non-conforming use due to setback issues. The question which has arisen is to what extent a property owner can modify or remodel an existing non-conforming structure within the Village Zoning Code.

Two provisions, in particular, raise the issue that needs to be interpreted. The first, in §66.0911(d) provides that "benign, non-conforming structures shall not be moved, enlarged or modified unless the structure including the additions and enlargements is made to conform. . . ." The second section, §66.0911(f) provides that "existing benign non-conforming structures, which are remodeled or reconstructed shall conform to the established building setbacks. . . ."

After discussion of this issue with the drafter, Bob Kufrin, and consideration of the purpose of the regulation, I believe it was our agreement that two things should occur. For interpretation of the existing ordinance, internal modifications which do not extend beyond current building footprint or outside the current structure will be allowed without referral to Plan Commission for consideration of a Conditional Use Permit. Any structural modification that involves extension outside of the existing footprint, or an expansion of the structure in size, whether by moving outside the existing footprint or adding on an additional story, etc., would require referral to Plan Commission for a Conditional Use Permit.

Mr. Zeke Jackson, Village Administrator  
Village of Sister Bay  
*Re: Interpretation of Non-Conforming Structure Request*  
November 13, 2015  
Page 2

The second part of this discussion involves a recommendation that there should be a text modification to remove the term “modified” from §66.0911(d) and “remodeled” from §66.0911(f).

I believe I have correctly stated out the results of our consideration of this issue and the interpretation and recommendation moving forward. If you disagree, please let me know.

Sincerely,

PINKERT LAW FIRM LLP

A handwritten signature in black ink, appearing to read "Randall J. Nesbitt", written in a cursive style.

Randall J. Nesbitt

RJN/mg

F:\Clients\S\Sister Bay Village\Opinions\Opinion -Non-Conforming Structure Request.Docx

Collin & Sara Doherty  
1606 Chestnut Street  
West Bend, WI 53095  
262.339.9349  
collind@dohertylaw.org  
sara.gloede@gmail.com

November 2, 2015

Village of Sister Bay Board of Trustees  
2383 Maple Drive  
Sister Bay, WI 54234

Dear Board of Trustees,

We have an accepted offer on the Inn on Maple, 2378 Maple Drive, and are extremely excited for the opportunity to own a historic building in Sister Bay.

We would continue to run and operate the six bedroom Bed and Breakfast while utilizing the existing commercial kitchen to open *Roots Kitchen*. *Roots Kitchen* would operate as a 'brat shop and beer garden.' As part of our mission statement, supporting local Wisconsin and Door County vendors is quintessential. All bratwurst, beer and wine would be locally sourced.

Please see attached proposal for *Roots Kitchen*.

If you have any questions regarding our proposal or other enclosed material, please call us at 262.339.9349. Thank you in advance for your serious consideration.

Sincerely,

Collin & Sara Doherty



**Village of Sister Bay**  
 2383 MAPLE DRIVE • SISTER BAY, WI 54234  
 PHONE: (920) 854-4118 • FAX: (920) 854-9637  
 E-MAIL: [INFO@SISTERBAYWI.GOV](mailto:INFO@SISTERBAYWI.GOV)  
 WEB SITE: [WWW.SISTERBAYWI.GOV](http://WWW.SISTERBAYWI.GOV)

**Standard Zoning Use Permit**

▼ THIS AREA FOR OFFICE USE ONLY ▼	
Account No.	Permit Issued Date
Fee Amount Paid:	Receipt #:

**NAMES & MAILING ADDRESSES**

<b>Applicant (Agent or Builder)</b> <i>Attorney Collin Doherty</i>	<b>Property Owner</b> <i>Collin &amp; Sara Doherty</i>
Street Address <i>Doherty Offices, 1725 E. Washington</i>	Street Address <i>1606 Chestnut Street</i>
City • State • Zip Code <i>West Bend, WI 53095</i>	City • State • Zip Code <i>West Bend, WI 53095</i>
Business Phone <i>262.334.3449</i>	Home Phone <i>262.339.9349</i>
Cell Phone <i>262.893.0712</i>	Cell Phone <i>262.893.0712</i>
Email <i>collind@dohertylaw.org</i>	Email <i>collind@dohertylaw.org</i>
Parcel Identification Number (PIN) <i>181-210308</i>	Is this property connected to public water? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Street Address of Property in Sister Bay <i>2378 Maple Drive</i>	Is this property connected to public sewer? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

**PROPOSED PROJECT**

<b>Type of Construction (If Any)</b> <i>If you are building a new building, accessory structure or addition to an existing building you must complete the Standard Zoning Permit Building Form instead.</i>	<b>Proposed Use Details</b> <i>If more space is required use the back of the form.</i>
<input type="checkbox"/> Commercial building new (Use other form.) <input type="checkbox"/> Commercial building remodel <input type="checkbox"/> Accessory building new (Use other form.) <input checked="" type="checkbox"/> Other <i>No new construction.</i> <hr/> <i>See Exhibit B-0.</i>	<hr/> <i>See Exhibit B-0.</i>

**CERTIFICATION**

I, the undersigned, hereby apply for a Land Use Permit and certify that all the information both above and attached is true and correct to the best of my knowledge. I affirm that all work performed will be done in accordance with the Sister Bay Zoning Code and with all other applicable laws and regulations. I hereby authorize the Zoning Administrator to enter the above described property for purposes of obtaining information pertinent to my application request and to conduct land use code inspections.

Signature *Collin G. Doherty* Date *11/6/15*

◆ AREA BELOW THIS LINE FOR OFFICE USE ONLY ◆

Zoning /Overlay District	Zoning Administrator			<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED
<b>Road/Highway Designation</b>	<b>Existing Right-Of-Way</b>	<b>Required Road/Highway Setback</b>	<b>Maximum Lot Coverage Allowed</b>	
<input type="checkbox"/> Village <input type="checkbox"/> US/State <input type="checkbox"/> County <input type="checkbox"/> Private		From Right-of-Way _____ From Centerline _____	Existing _____ Proposed _____ Aggregate _____	

<b>PROPOSED USE</b>
---------------------

ATTACH A DESCRIPTION OF YOUR PROPOSED BUSINESS FOR THE LOCATION INCLUDING THE TYPES OF ACTIVITIES, NUMBER OF EMPLOYEES, HOURS OF OPERATION, THE SQUARE FOOTAGE OF ALL PROPOSED BUSINESS USES AND OTHER RELEVANT DETAILS.

PLEASE SEE ATTACHED, THE FOLLOWING:

- 1) EXHIBIT B ("ROOTS KITCHEN" LETTER DESCRIPTION);
- 2) EXHIBIT C (EXTERIOR PHOTO OF "INN ON MAPLE");
- 3) EXHIBIT D (INTERIOR PHOTO OF THREE SEASONS PORCH);
- 4) EXHIBIT E (INTERIOR PHOTO OF COMMON ROOM AT BASE OF STAIRS);
- 5) EXHIBIT F (INTERIOR PHOTO OF FAMILY ROOM TO BE "ROOTS DINING + BAR");
- 6) EXHIBIT G (INTERIOR PHOTO OF FAMILY ROOM TO BE "ROOTS DINING + BAR");
- 7) EXHIBIT H (HAND-DRAWING OF PROPOSED SEATING FOR "ROOTS DINING + BAR");
- 8) EXHIBIT I (HAND-DRAWING OF PROPOSED SEATING FOR "SNUG ROOM");
- 9) EXHIBIT J (EXTERIOR PHOTO OF DECK TO BE OUTDOOR DINING);
- 10) EXHIBIT K (HAND-DRAWING OF PROPOSED SEATING FOR OUTDOOR DINING);
- 11) EXHIBIT L (WRITTEN DESCRIPTION OF §66.0403 PARKING REQUIREMENTS)
- 12) EXHIBIT M (SURVEY MAP WITH HAND-DRAWING OF §66.0403 & §66.0404 PARKING AVAILABILITY)
- 13) EXHIBIT N (SURVEY MAP WITH HAND-DRAWING OF §66.0402 LOADING ZONE OPTIONS)
- 14) EXHIBIT O (LETTER FROM COLLIN & SARA DORRERTY TO CURRENT OWNERS OF "INN ON MAPLE", PER OWNER'S REQUEST)

## Roots Kitchen Brat Shop + Beer Garden

The Inn on Maple will continue its twenty plus years operating as a six bedroom Bed & Breakfast. The six bedrooms upstairs, the front three-season porch, and common room at the base of the stairs will remain the same with no change other than cosmetic. The door in the common room at the base of the stairs opening to the 'family room' with fireplace will be permanently closed, completely separating the B&B from the rest of the building. The entrance for the B&B will remain the same as it is now. The B&B will operate year-round.

Patrons will enter *Roots Kitchen* from the main doors off of Maple Drive, currently not in use, creating a separate entrance from the B&B. The larger 'family room' with fireplace will be converted to *Roots Kitchen* dining area and bar for patrons. Additional seating will be outdoors on the back deck. The bar will be limited to a rotating Wisconsin beer and wine selection. There are two existing unisex bathrooms leading to the deck for patrons. *Roots Kitchen* will also operate year-round.

The existing commercial kitchen will remain the same. We have no plans at this time to add any additional equipment. The menu will consist of 5-6 specialty bratwurst, all beer braised in various brews, topped with a variety of fresh house slaws, salads, relishes, etc. with a side of house chips or tossed greens. There is a door from the kitchen to the dining area that already exists and will remain the same.

Site plans showing approximate indoor and outdoor seating, location of trash containers and parking spaces are attached.

The hours of operation will be 11:00 a.m.- 9:00 p.m.

We plan to hire 1-2 full time employees for the summer season. During the off season, we will be the only employees.

EXTERIOR WITH TWO SEPARATE ENTRANCES & KITCHENS

2) B&B



SEPARATE ENTRANCE TO  
ROOTS KITCHEN

SEPARATE ENTRANCE  
TO B&B

[Red box] = ROOTS KITCHEN

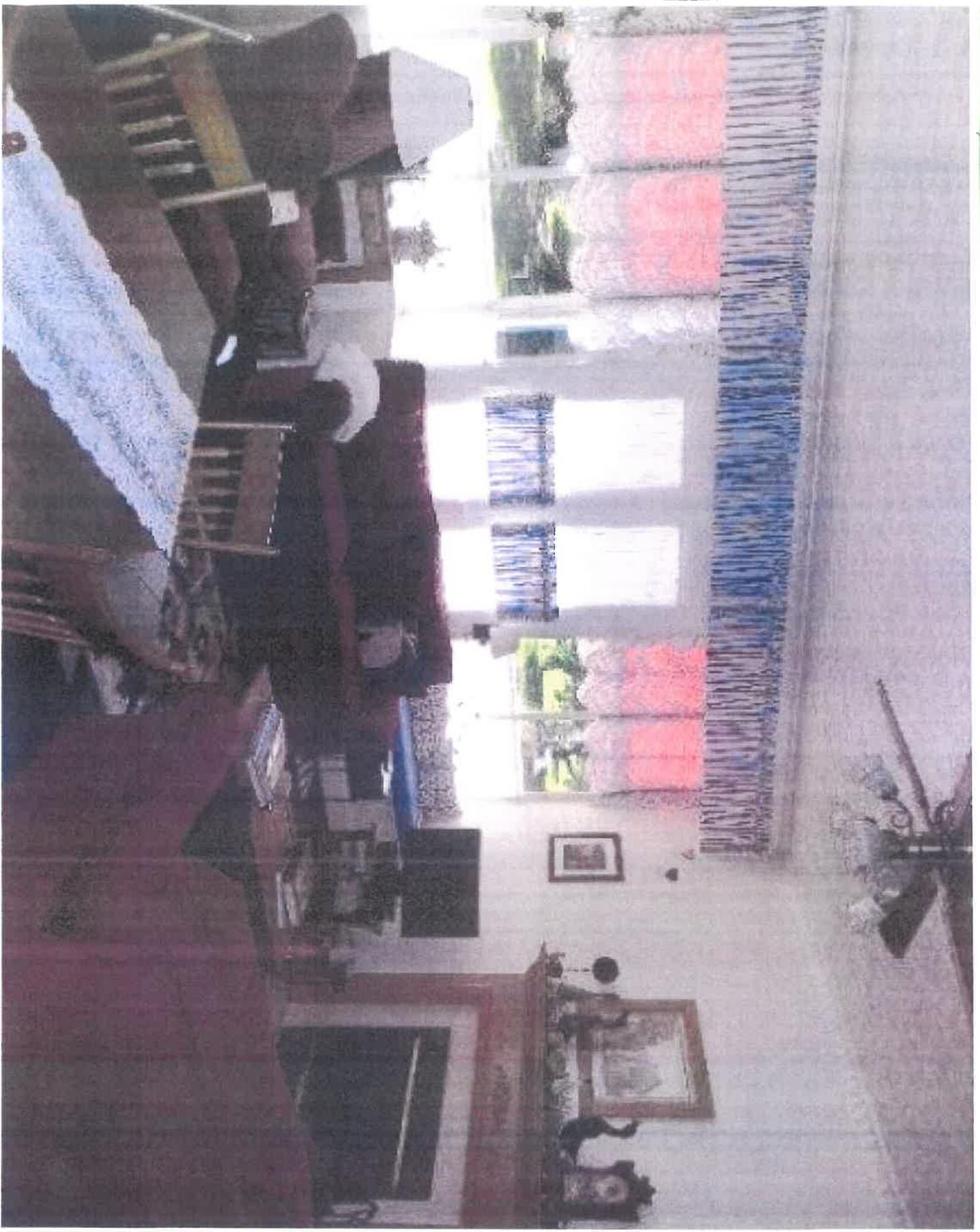
[Yellow box] = INN ON MAPLE B&B



THREE-SEASON PORCH TO REMAIN THE SAME - PART OF BB B



B&B COMMON ROOM @ BASE OF STAIRS IN KENNETH THE STAGE



FAMILY ROOM WITH FIRE PLACE TO BECOME POOL'S DINING & BARR

[Exhibit 27]

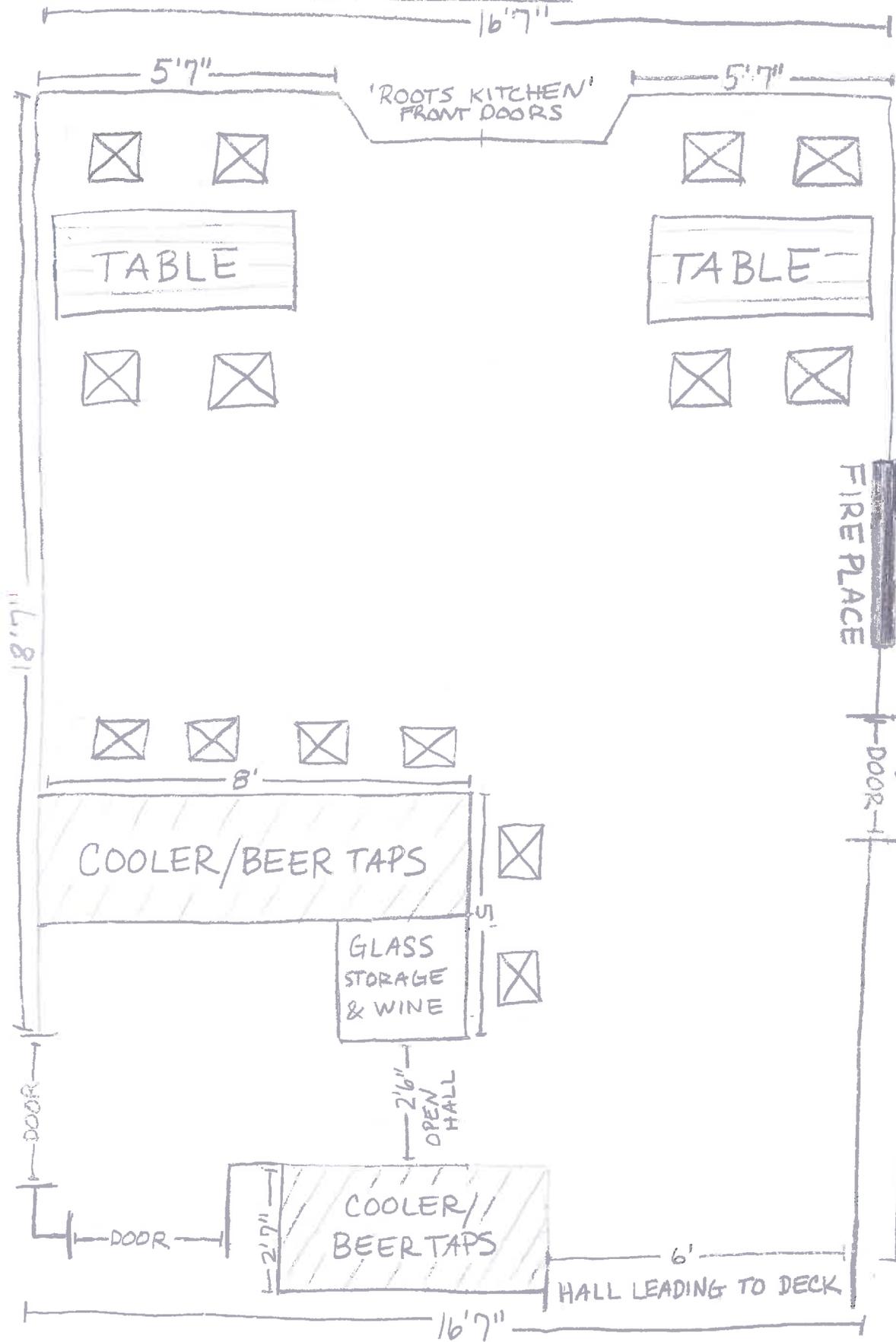


FAMILY ROOM WITH FIRE PLACE (2) TO BECOME KITCHEN'S DINING & BATH

'Family Room' with fireplace to become 'Roots Kitchen' dining & bar area for patrons.

Exhibit H

MAPLE DRIVE



KEY:

☒ = ONE SEAT

TOTAL SEATS =

14 SEATS

TOTAL SQFT =

≈ 355 SQFT

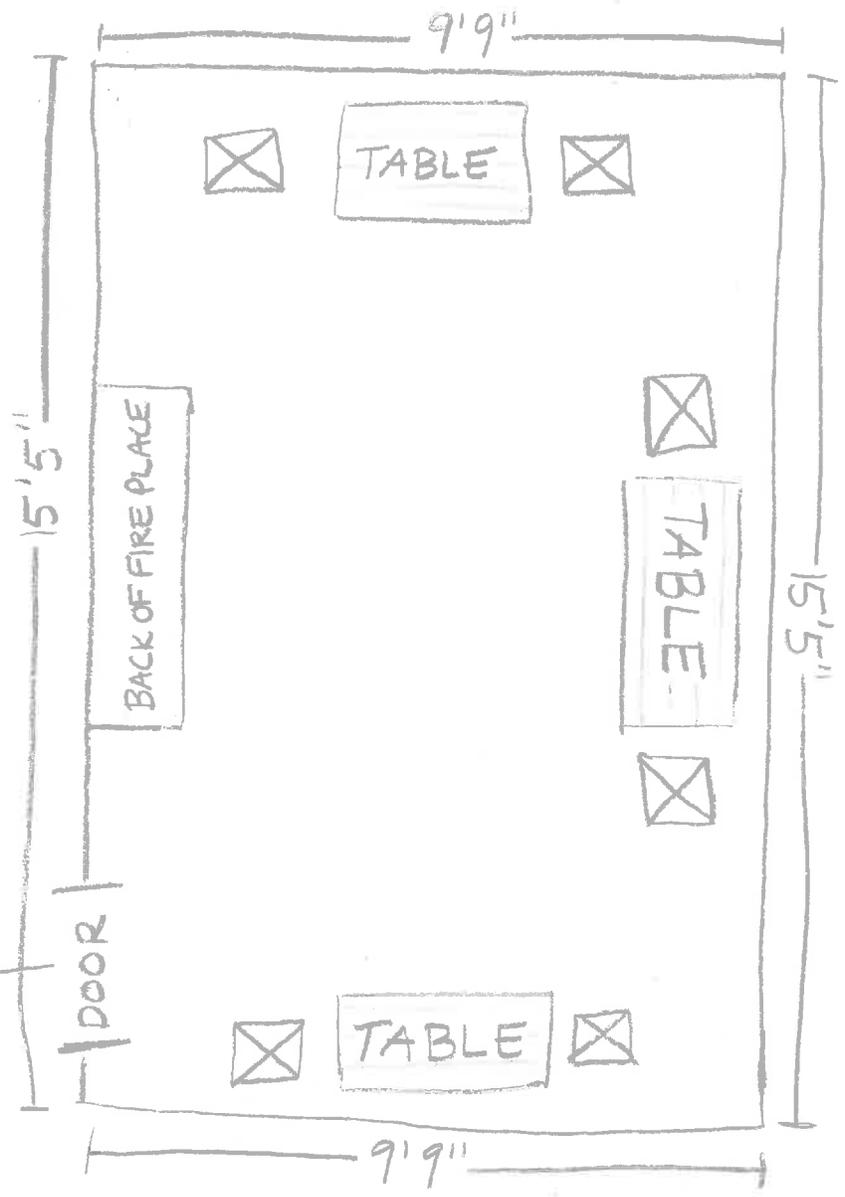
'SNUG' ROOM  
SEE ATTACHED

'SNUG' ROOM - SMALL WEST ROOM ONCE USED AS A SMALL GIFT SHOP, CURRENTLY USED AS A LOUNGE

DIMENSIONS = 9'9" x 15'5"

Exhibit I

MAPLE DRIVE



KEY:

☒ = ONE SEAT

TOTAL SEAT

6 SEATS

TOTAL SQFT =

≈ 155 SQFT



OUTDOOR DECK TO BECOME ROOTS OUTDOOR SEATING

OUTDOOR DECK TO BECOME 'ROODS KITCHEN' OUTDOOR SEATING

31

DIMENSIONS: 20'2" X 20'2"

Exhibit K

KEY:

TOTAL SEATS =

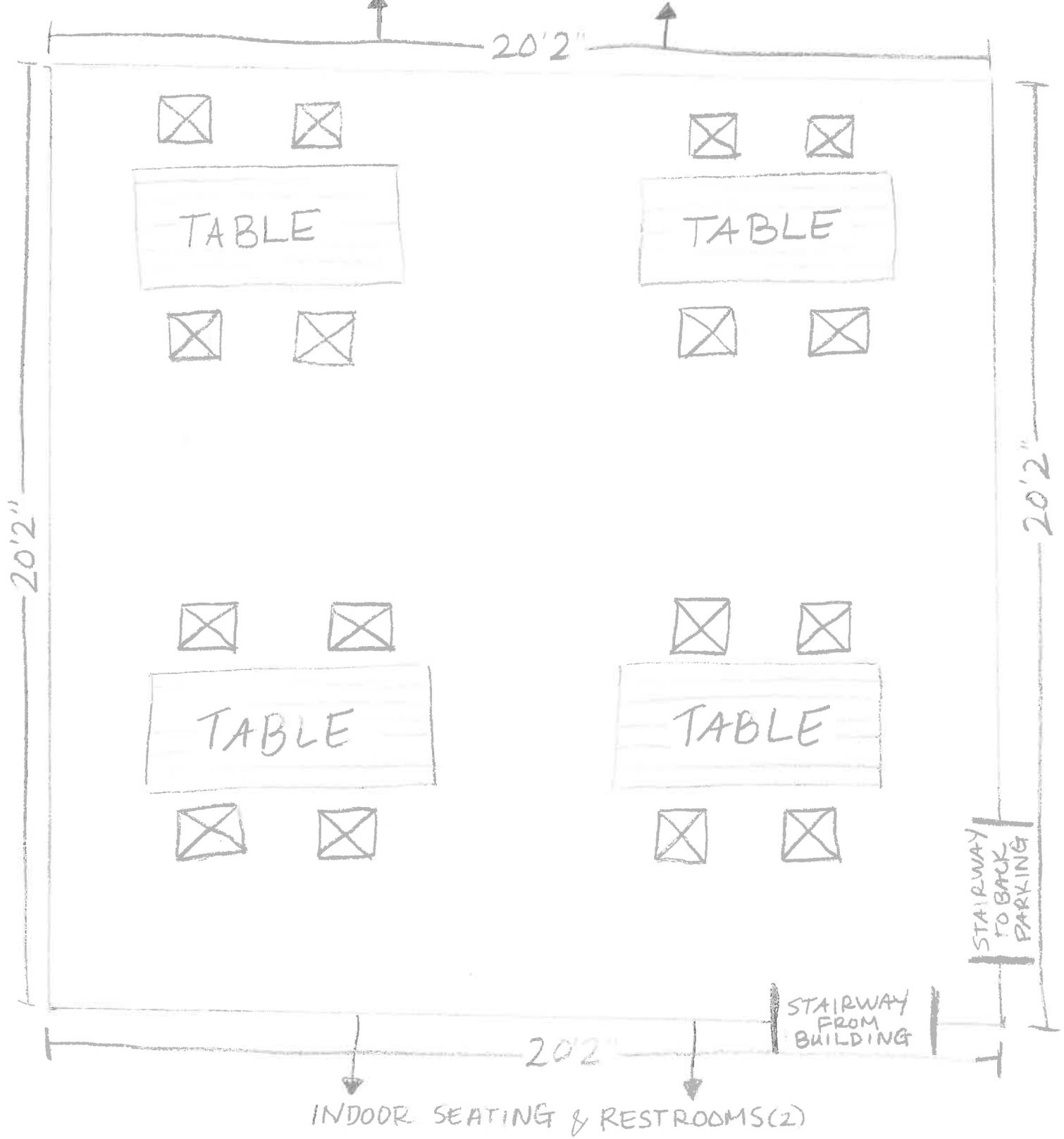
TOTAL SQFT =

☒ = ONE SEAT

16 SEATS

≈ 400 SQFT

BACKYARD & GUEST PARKING



20'2"

20'2"

20'2"

20'2"

INDOOR SEATING & RESTROOMS(2)

STAIRWAY FROM BUILDING

STAIRWAY TO BACK TO PARKING

TABLE

TABLE

TABLE

TABLE

I. BED & BREAKFAST: 66.0403(j)(5)(d) → one space/bedroom plus two spaces/owner  
 a) 6 Bedrooms + 2 owners = **10 spaces** \*

II. RESTAURANT: 66.0403(j)(2)(h) → one space/150ft<sup>2</sup> of dining space OR  
 one space/4 seats, whichever is greater; PLUS  
 one space/employee for largest work shift

a) Total Square Feet of Dining & Required Parking:

i) Dining Room = 355 ft<sup>2</sup>  
 ii) Snug = 155 ft<sup>2</sup>  
 iii) Outdoor Seating = 400 ft<sup>2</sup> } = 910 ft<sup>2</sup> ÷ 150 ft<sup>2</sup> = 6.06 spaces

b) Total Number of Seats & Required Parking:

i) Dining Room = 14 seats  
 ii) Snug = 6 seats  
 iii) Outdoor Seating = 16 seats } = 36 seats ÷ 4 = **9 spaces** \*

c) No more than 1 employee for any given shift = **1 space** \*

III. 3-Space Reduction Rule: 66.0403(j) → number of parking spaces required shall be reduced by a credit of 3 spaces  
 = **-3 spaces** \*

IV. TOTAL SPACES REQUIRED FOR USE OF B&B AND RESTAURANT

= **17 SPACES NEEDED** \* vs. **11 SPACES ON-SITE**

V. Availability of SHARED PARKING: 66.0404(a)(2) → off-site parking within 400 feet of lot line & same block to satisfy demand.

a) West of Lot Line & within 400 Feet = 7-8 SPACES

VI. Summary: Demand of 17 Required Spaces for B&B and RESTAURANT USE SATISFIED BY 11 ON-SITE SPACES AND 7-8 OFF-SITE SPACES WITHIN 400 FEET OF LOT LINE





October 15, 2015

Re: Collin and Sara Doherty Offer to Purchase

Dear Mr. and Mrs. Robbins:

Thank you very much for giving Sara and I the opportunity to explain a little bit about who we are, where we come from, and what are our hopeful plans for your wonderful piece of historic Sister Bay. Please enjoy a little history of us; we look forward to hearing from you.

**A Note from Collin:**

I think the best place for me to start is with my long and strong Door County history. My mom, Wendy Woldt, was born and raised with her three siblings in Egg Harbor. My grandmother, Corrine, and my biological grandfather, Fritz Woldt, owned and operated an apple orchard on a piece of property that is presently the area of the "Settlement Shops," located just outside of the village of Egg Harbor. After years of operating the orchard, and as my mom grew into high school, Fritz and my Nanny (as I call my grandma) moved on to a different lifestyle and built the "Lull-Abi Motel" in downtown Egg Harbor. Unfortunately, my biological grandfather passed away when my mom was 18, and Nanny did everything she could to continue running the Lull-Abi. A few years later Nanny was swept off her feet by Johnny Vieth, the only grandfather I have known. Johnny had always wanted to run a restaurant, so after a few years the two sold the motel and built a restaurant in downtown Sister Bay, calling it "Johnny's Cottage Restaurant," running this for 42 years (after selling it, this became the "Sister Bay Café," and now "Bier Zot"). My greatest memories of summers in Door County were of my siblings and me washing dishes, flipping pancakes, and helping my Nanny, or "the Hostess with the Mostess," as she is still referred to around town, in the front of the house. On top of this, Johnny was a "starter" at Peninsula State Park Golf Course for nearly 20 years. Since selling the restaurant in the early 1990's, my grandpa has passed away, but Nanny, at 95 years old, still lives in Sister Bay, right on the water about 6 homes north of the Marina in their original home.

Even after all this, my Door County roots run even deeper: my mom's sister, Christine Tierney, has owned and operated "Christine's Casuals and Classics" in Egg Harbor since the 1970's; my uncle, Richard Woldt, lives in Sturgeon Bay and is as active as he can be with any function in Door County; my mom's cousins are the Lautenbachs (the orchard in Fish Creek), and so the list and the family connections goes on. I can't even remember them all! Memorials to both my grandfathers can be found in Door County, one in Peninsula State Park, the other at the Post Office in Fish Creek.

As you can see, I have a great pride and affection for all that is original and true to Door County; this is just one of the many reasons why Sara and I love your Inn. We love the historical feel, the fact it is on the national registry, and that you provided us with such a rich story of the building. We love the beautiful gardens (we have put our heart into our own landscaping at our home in West Bend) and all the character and antiques that your property has. Further, with my family's history of running both a motel and restaurant, I bet you can see why we have the plans we do for the Inn. We don't want to change the idea of the Inn and we want to continue to operate a B&B just as you have; however, we do want to add a *very small* "ma and pa" small plates kitchen out of the west part of the building and this wouldn't entail changing anything structurally to the building. The Inn guests would still have the east half of the building as their lounge, with access to the restaurant, but the "Inn half" would remain solely for guests of the Inn.

Currently I am attorney, practicing with my brother and father. If we were to relocate to Door County, my plan would be to dial down my practice and focus on the Inn and Restaurant, but I would still take on court appointments to act as a certified Guardian ad Litem, representing the best interests of children, especially in the "slower" seasons.

#### A Note from Sara:

I too, want to thank you both for taking the time to inquire of our interests with Door County and specifically your property. Unlike Collin, I do not have a strong family history in Door County. However, after over a decade of visiting Door County, we have spent the past few years planning and preparing to leave our respective professions to make our own little history up there.

Collin and I both put ourselves through undergrad and graduate school working in restaurants and in guest services. After all our schooling, one of the things we can say we are confident at doing and excelling in is serving people. The ability to serve and create a comfortable environment has led me to various careers in non-profit and Collin to law.

After graduating, Collin and I spent months traveling Europe and living abroad and teaching English in Asia. There, our love for history and our understanding of quality of life blossomed. The Inn on Maple has that rich history Collin and I are drawn to, and to have an opportunity to continue that story would be absolutely amazing. We appreciate the building itself, the antiques and the evolution of business that has taken place there. We both know you two worked hard and poured your heart into the Inn. We too, know about working hard and are dedicated and determined to continue the B&B while creating a little extension of ourselves through "Roots Kitchen." Roots

Kitchen would give us the chance to pay homage to Collin's family and Door County "roots," as well as create that little bit of our own history we so deeply desire.

Again, thank you very much for listening to our story and considering us as potential suitors to your Inn.

Very truly yours and kind regards,

Collin and Sara Doherty



Village of Sister Bay  
 2383 MAPLE DRIVE • SISTER BAY, WI 54234  
 PHONE: (920) 854-4118 • FAX: (920) 854-9637  
 E-MAIL: INFO@SISTERBAYWI.GOV

**CONDITIONAL USE PERMIT  
 APPLICATION**

▼ THIS AREA FOR OFFICE USE ONLY ▼	
Account No.	Permit Issued Date
Fee Amount Paid:	Receipt #:

NAMES & MAILING ADDRESSES	PROPERTY DESCRIPTION
Applicant (Agent) <i>Attorney Collin Doherty</i>	Parcel Identification Number (PIN) <i>181- 210308</i>
Street Address <i>Doherty Offices, 1725 E. Washington</i>	Subdivision or CSM (Volume/Page/Lot) <i>LOT 8 BLK 3 G.L. 4 SEC 5-31-28</i>
City - State - Zip/Code <i>West Bend, WI 53095</i>	Address Of Property (DO NOT include City/State/Zip Code) <i>2378 Maple Drive</i>
Property Owner (If different from applicant) <i>Collin &amp; Sara Doherty</i>	Is this property connected to public sewer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Street Address <i>1606 Chestnut Street</i>	Is this property connected to public water? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City - State - Zip/Code <i>West Bend, WI 53095</i>	

**CONTACT PERSON**

Name and daytime phone number (include area code) of a person we can contact if we have any questions about your application.

Name *Collin Doherty* Daytime Phone (*262*) *339-9349*

PROPERTY USE	PROPOSED PROJECT
<p><b>Current Use Of Property</b></p> <p><input type="checkbox"/> Vacant Property    <input type="checkbox"/> Single-Family Residential  <input checked="" type="checkbox"/> Business    <input type="checkbox"/> Commercial    <input type="checkbox"/> (Describe below)  <input type="checkbox"/> Active-Working Farm Operation            Other <u><i>currently operating as a six bedroom Bed &amp; Breakfast</i></u></p> <p><b>Proposed Use Of Property</b></p> <p><input type="checkbox"/> Single-Family Residential    <input type="checkbox"/> Commercial            Other <u><i>continue B&amp;B with addition of small scale restaurant</i></u></p>	<p>(Please check/complete ALL that apply below)</p> <p><input type="checkbox"/> Pond                      <input type="checkbox"/> Single Family Residence  <input type="checkbox"/> Filling                    <input type="checkbox"/> Commercial  <input type="checkbox"/> Grading                   <input type="checkbox"/> Multi-Family  <input type="checkbox"/> Dredging                   <input type="checkbox"/> Other _____</p> <p>Total Area _____ Height _____            Width (Overall) _____ No. Stories _____            Length (Overall) _____ No. Employees _____</p>

PLEASE COMPLETE THE SITE PLAN ON THE ATTACHED PAGE.

I AGREE TO MARK OR STAKE OUT THE LOCATION OF THE PROPOSED PROJECT ON THE SITE.

**CERTIFICATE**

I, the undersigned, hereby apply for a Conditional Use Permit and certify that all the information both above and attached is true and correct to the best of my knowledge. I affirm that all work performed will be done in accordance with the Sister Bay Zoning Code and with all other applicable laws and regulations. I hereby authorize the Sister Bay Zoning Administrator to enter the above described property for purposes of obtaining information pertinent to my application request and to conduct land use code inspections.

Signature *Collin Doherty* Date *11/6/15*

Daytime Contact Number: (*262*) *893 - 0712* Email Address *collind@dohertylaw.org*

# SITE PLAN

See Exhibit A

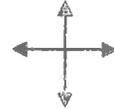
## INSTRUCTIONS

- ✓ INDICATE north and ENTER the dimensions of the property.
- ✓ SKETCH the location of the well, septic system (tank/field) and all other buildings present on the property.
- ✓ SKETCH the location of the proposed project (include dimensions) and SHOW the shortest distance from the project to the:

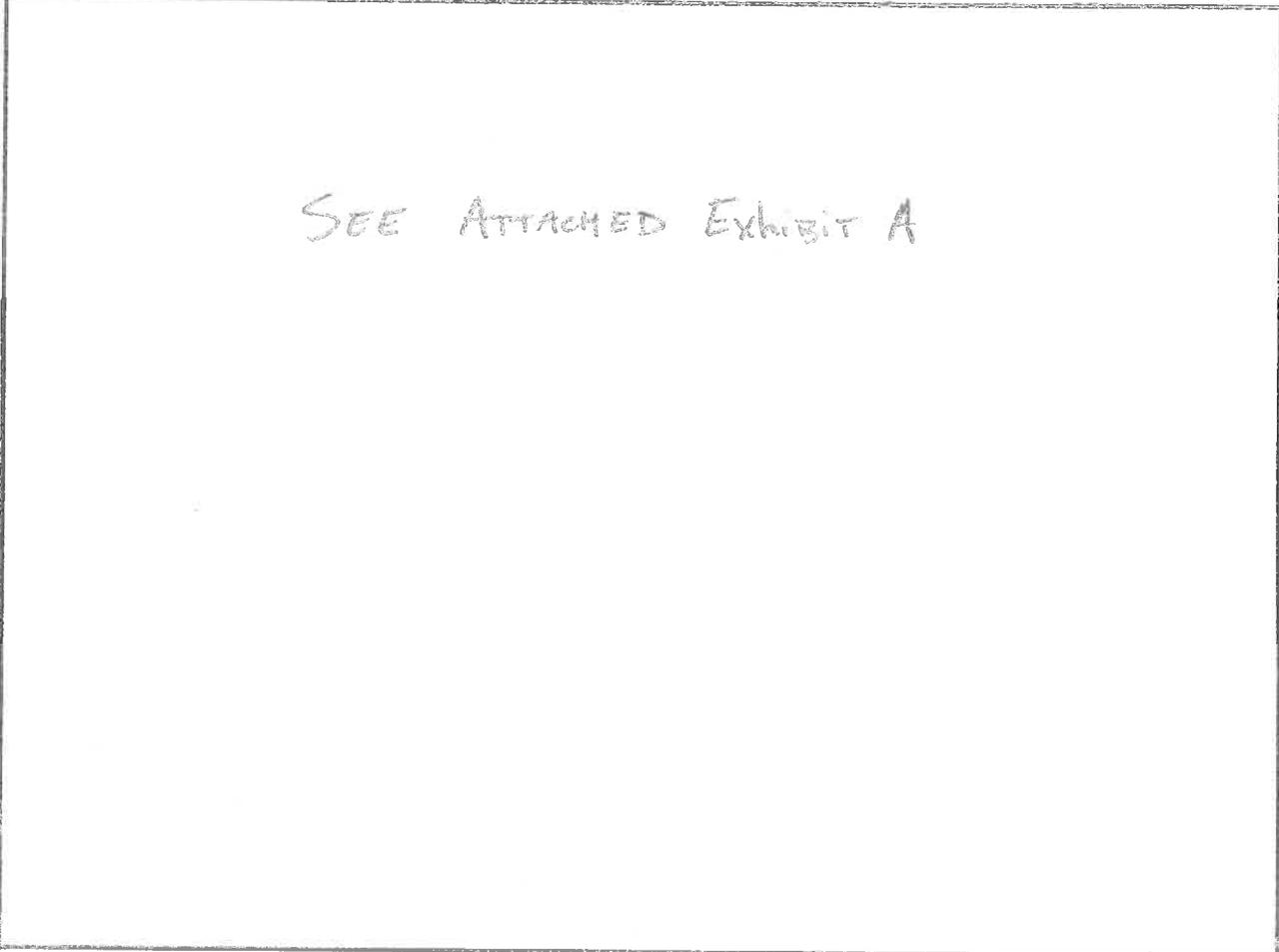
- Well
- Septic Tank & Drain Field
- Adjacent Buildings
- Rear & Side Property Lines
- Edge Of Lake/Stream/Wetland
- Center(line) of Road/Highway
- Right-of-Way of Road/Highway

**NOTE:** When showing distances less than 300 feet, please measure and show distance to the "nearest foot" (do not estimate). Distances over 300 feet, may be estimated.

- ✓ LABEL all abutting roads, highways, lakes, streams or wetlands.
- ✓ LABEL the "USE" of all buildings shown.
- ✓ SHOW the outside dimensions of all structures on the property.
- ✓ Mark driveway location and length and width on site plan.



Width \_\_\_\_\_ Rear property line OR Edge of water or wetland (North Arrow)



▲ Right-of-Way Line of Road/Highway ▲

Width \_\_\_\_\_

▼ Center(line) Of Road/Highway ▼

Name Of Road/Highway MAPLE DRIVE

**APPROVALS**

▼ AREA BELOW THIS LINE FOR OFFICE USE ONLY ▼

**PLAN COMMISSION ACTION**

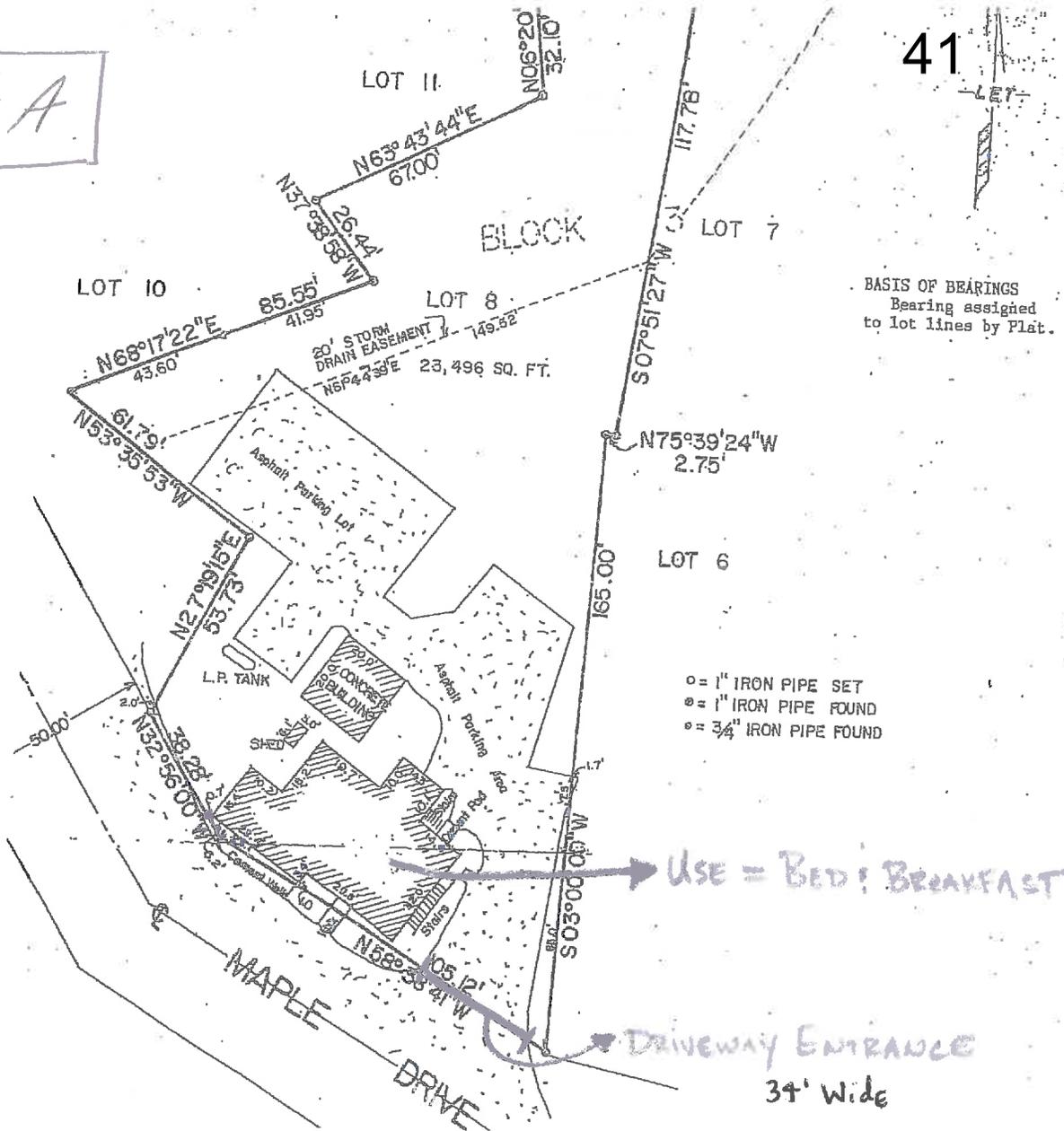
Date Of Decision \_\_\_\_\_ Decision \_\_\_\_\_

Zoning District _____	<p style="text-align: center;"><b>Zoning Administrator</b></p> <p style="text-align: right;"><input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED</p>
Overlay District _____	Date _____

▼ AREA BELOW THIS LINE FOR OFFICE USE ONLY ▼

<p style="text-align: center;"><b>Road/Highway Designation</b></p> <p><input type="checkbox"/> Village      <input type="checkbox"/> US/State</p> <p><input type="checkbox"/> County      <input type="checkbox"/> Private</p>	<p style="text-align: center;"><b>Existing Right-Of-Way</b></p>	<p style="text-align: center;"><b>Required Road/Highway Setback</b></p> <p>From Right-of-Way _____</p> <p>From Centerline _____</p>	<p style="text-align: center;"><b>Maximum Lot Coverage Allowed</b> _____</p> <p>Existing _____ Proposed _____</p> <p>Aggregate _____</p>
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# Exhibit A





8' high x 10' wide  
Front windows

8' high French  
doors

8' x 10'  
Front windows

10586

3



Standing Seam Roof

Glass Cupola

8' h x 10' wide  
Window Replaces Existing

COURT REPORTS  
SHERWOODS

COURT REPORTS

Handwritten scribble

Handwritten scribbles

Round Window replaces existing

8' High x 10' wide 8' High French doors





## Village of Sister Bay BOARD REPORT

Meeting Date 11/17/15  
Item No.: 8

### **Activities:**

Bay Shore Drive- Vinton, REI, and DOT have made incredibly impressive headway on the reconstruction project. Keep your fingers crossed; Vinton intends to work up until the Wednesday before Thanksgiving. They hope to have both sides of sidewalks installed, and to have lighting in place before Christmas! That will leave tie ins of driveways and streets, some colored concrete work, and restoration left for spring.

Sledding Hill- Topsoil has been placed; Hockers is working to get the project form complete before the snow flies so that the hill is usable this winter. A crown "berm" is being added to direct sledders toward the bottom of the hill.

Beach- Rainwater gardens are graded, and plantings are being finished up as of this writing. Sod will be installed in high traffic areas to reduce establishment times in spring; the balance will be seeded. The current sprinkler system is being repaired which will cover the park and beach areas; foot washing stations for the beach are scheduled to be installed at 2 locations by the sprinkler company.

Niagara Ridge- Construction is underway, with buildings up in the air.....and we look forward to 36 new apartments soon. Fire sprinkler approvals have just arrived from the state inspector this week.

Harbor View- Preliminary plans have been reviewed by Plan Commission and approved. The Developer, engineers and DOT are working to prepare for the next phase of approval. Final plans have been submitted and are under review.

Stony Ridge- Mr. Garot received new bids for infrastructure on his project, and is working to finalize paperwork to be able to commence. He will need to amend his development agreement and submit architecture plans before proceeding. We will be meeting with all parties on 11/19.

Wayfinding Signage- The Village completed its initial work with consultants, Living Labs, on Wayfinding Signage work. The final meeting is scheduled for November 24 as another joint meeting with Plan, Parks, Board and Econ. Development.

### **Code Violations:**

- None as of this writing, however, I do have a backlog list to take action on.

**Fiscal Impact:** unknown for the future.

Respectfully submitted,

Zeke Jackson  
Village Administrator