



# CITY PLAN COMMISSION AGENDA

**November 12, 2024 at 4:00 PM**

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,  
Sheboygan, WI**

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Persons with disabilities who need accommodations to attend this meeting should contact the Department of City Development, (920) 459-3377. Persons other than commission, committee, and board members who wish to participate remotely shall provide notice to the City Development Department at 920-459-3377 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## OPENING OF MEETING

1. Roll Call
2. Pledge of Allegiance
3. Identify potential conflict of interest

## MINUTES

4. Approval of the Plan Commission minutes from October 29, 2024.

## ITEMS FOR DISCUSSION AND POSSIBLE ACTION

5. Res. No. 115-24-25 by Alderpersons Mitchell and Perrella adopting public participation procedures regarding the City of Sheboygan Comprehensive Plan. REFER TO FINANCE AND PERSONNEL COMMITTEE
6. Kohler Co. time extension request to a previously approved conditional use permit to construct a new golf course on Kohler Co. property north of Kohler-Andrae State Park between Black River and Lake Michigan.

## NEXT MEETING

7. November 26, 2024

## ADJOURN

8. Motion to Adjourn

***In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:***

*City Hall • Mead Public Library  
Sheboygan County Administration Building • City's website*

**CITY OF SHEBOYGAN**  
**CITY PLAN COMMISSION MINUTES**

**Tuesday, October 29, 2024**

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Persons with disabilities who need accommodations to attend this meeting should contact the Department of City Development, (920) 459-3377. Persons other than commission, committee, and board members who wish to participate remotely shall provide notice to the City Development Department at 920-459-3377 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

**OPENING OF MEETING**

1. Roll Call
2. Pledge of Allegiance
3. Identify potential conflict of interest

**MINUTES**

4. Approval of the Plan Commission minutes from October 15, 2024.

**PUBLIC HEARINGS**

5. Public hearing regarding conditional use application by Sheboygan County Warming Center to operate a warming center at St. Luke Methodius Church located at 623 Ontario Avenue.
6. Public hearing regarding conditional use application by The Towers, LLC to construct a new 135'-10" high communication tower at 2219 Sauk Trail Road.

**ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

7. Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification. REFER TO CITY PLAN COMMISSION
8. R. O. No. 73-24-25 by City Clerk submitting an application from Pao Yang for amendment to the official zoning map for the City of Sheboygan from Pao Yang for property located at 2258 Calumet Drive – Parcel No. 59281621470. REFER TO CITY PLAN COMMISSION
9. Conditional use application by Sheboygan County Warming Center to operate a warming center at St. Luke Methodius Church located at 623 Ontario Avenue.
10. Conditional Use application by The Towers, LLC to construct a new 135'-10" high communication tower at 2219 Sauk Trail Road.
11. Concept Plan by Rachel Kohler to construct three new single-family homes, a family hall building, and a pool and gym building located at 120 Vollrath Boulevard.

**NEXT MEETING**

12. November 12, 2024

Item 4.

**ADJOURN**

13. Motion to Adjourn

***In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:***

*City Hall • Mead Public Library  
Sheboygan County Administration Building • City's website*

**CITY OF SHEBOYGAN  
RESOLUTION 115-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**NOVEMBER 4, 2024.**

A RESOLUTION adopting public participation procedures regarding the City of Sheboygan Comprehensive Plan.

WHEREAS, the City of Sheboygan is preparing a Comprehensive Plan under Wis. Stat. § 66.1001; and

WHEREAS, the City of Sheboygan may amend the Comprehensive Plan from time to time; and

WHEREAS, Wis. Stat. § 66.1001(4) requires that a governing body of a local unit of government adopt written procedures designed to foster public participation in the adoption or amendment of a comprehensive plan; and

WHEREAS, the City has prepared and publicly reviewed such written procedures entitled *City of Sheboygan comprehensive Plan, Public Participation Procedures*, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts the *City of Sheboygan Comprehensive Plan, Public Participation Procedures*.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan



# City of Sheboygan Comprehensive Plan

## Public Participation Procedures

The City of Sheboygan's Comprehensive Plan guides future planning and development in the city and public involvement is the cornerstone of any good community plan. In accordance with Wisconsin State Statute 66.1001(4), which defines "Procedures for Adopting Comprehensive Plans," these adopted written procedures are designed to foster public participation, including open discussion, communication programs, information services, and public meetings and shall apply to the adoption and any amendments to the City of Sheboygan's Comprehensive Plan.

A comprehensive plan, while rooted in technical analysis, is also extensively based on the community's local values. The plan should reflect (1) how the community envisions growing and (2) what they want their community to become. Accordingly, the City of Sheboygan will solicit input from the public, from stakeholders, and from other local officials to ensure the City of Sheboygan's Comprehensive Plan is a statement of the community's desired vision and identity. The planning process will rely on a range of activities and efforts to access that input. Primary activities and efforts typically include:

- Plan Commission meetings
- Community surveys/workshops
- Public meetings/open houses
- Public comment period and public hearing

The primary engagement activities, as well as other secondary activities that may be used, are discussed in more detail in the sections below.



### Plan Commission Meetings

The comprehensive plan planning process will involve meetings with the City's Plan Commission. These meetings provide a forum where citizens can learn about the comprehensive plan, its components, and express their desires of what should be incorporated into the plan. Public notices shall be posted at appropriate locations to increase the likelihood of public participation.

Interpreters will be present to ensure equal access to the growing numbers of community members whose primary language is not English. The meetings will also be broadcast online on the city's social media pages to ensure those who cannot be physically present will have an opportunity to learn about and comment on the comprehensive plan.

Commission members will have the opportunity to hear public feedback and make consensus decisions on the elements of the comprehensive plan.

Before or following many of the meetings, commission members will receive draft elements or components of the comprehensive plan to review and comment on.

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## Community Survey and Nominal Group Exercise

An online survey may be created for property owners and stakeholders of the City of Sheboygan to provide their insights on the future of the city, what they wish to be incorporated in the plan, and identify points of interest and importance in the city. This insight will help guide the creation of the comprehensive plan. Postcards, informational flyers, or other correspondence may be used to promote the link to the survey and instructions for where the public can get a hard copy of the survey, if necessary.

A nominal group exercise can also be utilized to gather public input for the plan. This will involve facilitation of several groups at an open meeting. Issues from each group will be collected and ranked to determine common themes to be addressed in the plan.

## Project Webpage Updates

The City of Sheboygan may host a project specific webpage on their website. The webpage would provide an opportunity for the community to learn about the project and planning process. It would also allow the City of Sheboygan to provide regular updates on the progress of the comprehensive plan, share current drafts of the plan, and distribute key information.

## Social Media Presence

The City of Sheboygan maintains a social media presence and may choose to post updates or outreach questions on platforms such as Facebook and Twitter. The City of Sheboygan would manage its social media presence or coordinate and cooperate with additional organizations that could assist with providing content.

## Informational Flyers

Flyers and pamphlets provide valuable information on the planning process and describe how the public can participate during the comprehensive planning process.

## Email and Newsletters

Members of the public who are subscribed to receive regular email updates and newsletters from the city could be sent updates on the plan progress and information on public participation opportunities.

## School District

An opportunity for information sharing is possible between the City of Sheboygan and the Sheboygan Area School District (SASD). The school may assist with the planning process by promoting the plan or serving as a secondary source for information distribution.

## Public Access and Public Comment on Draft Document

In all cases, Wisconsin's open records law will be complied with. During the public review period for the comprehensive plan, a copy of the draft plan will be made available at Sheboygan City Hall for public inspection, or locations designated by the city. The public is encouraged to submit written comments on the plan or any suggested amendments to the plan. Written comments should be addressed to the city's Director of Planning and Development who will record the transmittal and forward copies of the comments to the Plan Commission for consideration. The Plan Commission shall respond to written comments either individually or collectively by type of comments. Plan Commission responses may be in the form of written or oral communication, or by a written summary of the city's disposition of the comments in the comprehensive plan.

## Open House(s)

Open houses provide the opportunity for the public to view and provide comments on the progress and/or final product of the comprehensive planning process. A minimum of one open house will be held prior to the required public hearing.

## Public Hearing and Public Comment Period

The required public hearing will allow members of the public to make direct comments to the city on the nature of the comprehensive plan. The public hearing will be preceded by a Class 1 notice under ch. 985 that is published at least 30 days before the hearing is held. The Class 1 notice shall contain at least the following information:

1. The date, time, and place of the hearing.
2. A summary, which may include a map, of the proposed Comprehensive Plan.
3. The name of an individual employed by the City of Sheboygan who may provide additional information regarding the proposed ordinance.
4. Information relating to where and when the proposed comprehensive plan may be inspected before the hearing, and how a copy of the plan may be obtained.

Upon the day of publication of the public hearing notice, copies of the plan will be made available for public review at desired locations in the community or at Sheboygan City Hall. An electronic version of the proposed plan will also be made available to the public via the city's website. Written comments on the plan from members of the public will be accepted by the Plan Commission at any time prior to the public hearing and at the public hearing.

## City of Sheboygan Plan Commission Adoption of Plan by Resolution

The City Plan Commission will recommend the adoption or amendment of the comprehensive plan only by the adoption of a resolution by a majority vote of the entire Commission at a regularly scheduled and publicly noticed meeting of the Plan Commission in accordance with s. 66.1001 (4) b. The vote shall be recorded in the official minutes of the Plan Commission. The resolution shall refer to maps and other descriptive materials that relate to one or more elements of the Comprehensive Plan.

## Adoption of Comprehensive Plan by The Common Council

Following at least one public hearing and after adoption of a resolution by the City Plan Commission, The Common Council will adopt the Comprehensive Plan by ordinance. A majority vote of the members-elect is necessary for adoption.

## Distribution of the Adopted Plan

In accordance with State Statute 66.1001(4), Procedures for Adopting Comprehensive Plans, one copy of the adopted comprehensive plan or amendment shall be sent to the following:

1. Every governmental body that is located in whole or in part within the boundaries of the local governmental unit.
2. Every local governmental unit that is adjacent to the local governmental unit which is the subject of the plan.
3. The Wisconsin Department of Administration
4. The Bay-Lake Regional Planning Commission
5. The public library that serves the City of Sheboygan.

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### **Additional Steps for Public Participation**

The city reserves the right to execute additional steps, means, or methods to gain additional public participation and/or additional understanding of the Comprehensive Plan and the process of its development and adoption.

### **State Statutes**

Where there is a conflict with these written procedures and provisions of s. 66.1001 (4) *Procedures for Adopting a Comprehensive Plan*, the state statutes apply.

### **Amendments**

The Common Council of the City of Sheboygan may amend these procedures from time to time.



Item 6.

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October 28, 2024

Deborah C. Tomczyk, Esq.  
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dtomczyk@reinhartlaw.com

SENT BY E-MAIL

Diane McGinnis-Casey, Director  
Elise Rose, Associate Planner  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Dear Mses. McGinnis-Casey and Rose:                    Re:    Extension of Time Limit for Conditional  
Use Permit for Kohler Golf Course

Kohler Co. respectfully requests the City Plan Commission (“CPC”) to extend the time limits for the conditional use permit issued for its proposed new golf course north of Kohler-Andrae State Park between Black River and Lake Michigan (the “CUP”) (copy enclosed). Specifically, condition no. 38 on page 20 of the CUP tolled the time limits under what is now Section 105-998(i) of the Sheboygan Zoning Ordinance (“SZO”), for the duration of lawsuits relating to the golf course project which have now concluded.

1.        The CUP as Issued. The City issued the CUP for outdoor institutional use, a privately-owned golf course and for clear cutting based on plans submitted November 20, 2020. Those plans included, among other things, filling 3.69 acres of wetlands as permitted by the U.S. Army Corps of Engineers and the Wisconsin Department of Natural Resources (“DNR”) and swapping 4.59 acres of former parkland with DNR. The CPC’s assessment of those previous plans, including the wetland fill and the land swap, was documented on pages 7-10 of the CUP as a detailed analysis and application of the City’s Natural Resources Site Evaluation. CPC made the following specific findings in the CUP:

- On page 8 of the CUP, CPC concluded that Kohler’s previously proposed golf course plan “significantly exceeds each of the applicable regulations in the SZO...” and would “...permanently protect much more green space than would be protected if the site were developed for permitted single-family housing...”
- On page 9 of the CUP, CPC observed “The frequent location of golf courses in parks which are rich in protected natural resource areas, as well as the location of Riverdale Country Club within one-half mile of this Property, demonstrates the appropriateness of Kohler’s proposed golf course use on this Property.”

Mses. McGinnis-Casey and Rose  
 October 28, 2024  
 Page 2

- And, CPC noted on page 10 of the CUP that “Golf courses in and of themselves are permanently protected green spaces and an appropriate means to preserve natural resources and promote recreation.”

CPC incorporated the tolling provision in condition no. 38 of the CUP to allow for resolution of the seven lawsuits challenging Kohler’s golf course plans which, undoubtedly, delayed Kohler’s plans and had the potential to necessitate changes to those plans.

2. Justification for Extension of CUP Time Limits. Six of the seven lawsuits brought to challenge Kohler’s previous golf course plans were resolved in Kohler’s favor. (Most notably for the City, the challenge by the Town of Wilson to the City’s annexation of the underlying golf course land was unanimously upheld by the Wisconsin Supreme Court, and a challenge to the CUP subject to this request was dismissed with prejudice by the Sheboygan County Circuit Court.) However, a Wisconsin Court of Appeals held that DNR did not have sufficient information to issue the wetland individual permit which authorized Kohler to fill 3.69 acres of wetland.

Kohler is in the process of redesigning its golf course plans to achieve all of the economic, recreational and tourism benefits described in the CUP while reducing impacts on natural resources. Most notably, Kohler is revising its golf course plans to:

- *eliminate all direct impacts on wetlands and avoid all wetland filling;*
- *relocate the golf course maintenance facility from former parkland to land currently owned by Kohler; and*
- *further reduce impervious surfaces.*

Kohler has commenced and will continue to pursue permits for its revised plans with the appropriate regulatory authorities, including DNR.

The CUP specifically accommodates adjustments to Kohler’s golf course plans arising from subsequently issued permits. Language on pages 8 and 10 of the CUP provides: “Recognizing that the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers have specialized expertise and jurisdiction over permitting relating to various natural resources, the City’s application of its natural resource protection regulations shall be subject to, conditioned upon, and automatically adjusted to conform to, any and all permits required from, and as issued by, those State and Federal authorities with jurisdiction over the Property.” When revised golf course plans are available and have been vetted with the appropriate regulatory authorities, Kohler will submit the revised plans to City staff as described on page 7 of the CUP and consistent with Section 105-852, SZO.

3. Applicable Standards for Review. As explained on page 14 of the CUP, the City had very limited discretion not to grant the CUP based on the previous plans. Under Wis. Stat.

Mses. McGinnis-Casey and Rose  
 October 28, 2024  
 Page 3

sec. 62.23(7)(de), “if an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the city ordinance...the city SHALL grant the conditional use permit.” CPC found that Kohler’s proposed golf course plans met all requirements and conditions when the plans called for filling 3.69 acres of wetlands and swapping 4.59 acres of former parkland with DNR.

CPC’s discretion to refuse to extend the CUP or to disapprove of any golf course plans which have lesser natural resources impacts was further eroded with CPC’s decision to issue the CUP. See the findings cited above.

With this request, Kohler reaffirms its commitment to comply with all conditions and requirements of the CUP and applicable provisions of the SZO. Specifically, Kohler agrees to meet condition no. 34 on page 20 of the CUP which requires Kohler to obtain “official approval documentation/permits from the required governmental authorities including...DNR...”

Also relevant, as CPC noted on page 14 of the CUP, “the City committed in the [Pre-Annexation and Development] Agreement [copy enclosed] not to oppose any necessary governmental approvals for the Kohler golf course project.”

Accordingly, based on Wis. Stat. 62.23(7)(de), the Pre-Annexation and Development Agreement and the terms of the CUP itself, CPC should extend the time limits for the CUP as Kohler processes revised plans for its proposed new golf course which will have lesser impacts on natural resources.

Please do not hesitate to contact me at 414-298-8331 with any questions or concerns. We look forward to the City Plan Commission’s consideration of our request at their November 12 meeting.

Yours very truly,



Deborah C. Tomczyk

52712816

Encs.

cc Charles Adams, Esq. (via email w/encs.)  
 Jess Barley (via email w/encs.)  
 Casey Bradley (via email w/encs.)  
 Jonathan Hoekstra (via email w/encs.)  
 Brian O’Laughlin (via email w/encs.)  
 Dirk Willis (via email w/encs.)

**CITY OF SHEBOYGAN**

**CONDITIONAL USE APPROVAL AND REQUIREMENTS**

**WRITTEN DESCRIPTION:** On November 20, 2020, Kohler Co. submitted a complete application, including 17 exhibits, for a Conditional Use Permit to construct a new golf course on Kohler Co. property north of Kohler-Andrae State Park between Black River and Lake Michigan. The Property is legally described on the attached Exhibit A, and the approved site plan is included at Exhibit B attached hereto. All documents associated with the written description, the approved site plan, all related plans, and the specific requirements of approval, as well as all 17 submitted exhibits, are on file in the City of Sheboygan Department of City Development.

**CONDITIONAL USE WAS APPROVED BY CITY PLAN COMMISSION AT MEETING DATE:** December 15, 2020

**BACKGROUND/ ANALYSIS:**

**Construction of new golf course:**

Kohler Co. seeks to develop an 18-hole championship-caliber public golf course, a clubhouse, and support amenities on approximately 250 acres of private land owned by Kohler. The project creates a unique opportunity to open private property for public enjoyment and recreational use, enhance Sheboygan County's reputation as one of the world's premier golf destinations, create jobs and benefit the local economy, and at the same time preserve and enhance many of the Property's environmental features and attributes for the long term. The goal of the project is to develop a golf course that is rated in the top 50 golf courses in the world.

The Property is located between the Black River and Lake Michigan, north and east of the John Michael Kohler and Terry Andrae State Parks (State Park) in the City of Sheboygan, Sheboygan County, Wisconsin. Kohler acquired a total of approximately 468 acres in the vicinity during the 1930's. In 1965, Kohler donated 221 acres to the State of Wisconsin for the creation of the John Michael Kohler State Park. The remaining 250-acre parcel retained by Kohler has remained in private ownership and is uniquely suited for a premier 18-hole golf course. The Property is made up of the following numbered Tax Parcels:

Current Parcel No.	2019 Parcel No. (if different)
59281328012	
59281328027	59281328011
59281328028	59281328014
59281328029	
59281328015	
59281328017	
59281328016	
59281328018	



In addition to the course and amenities directly related to the course, the site will also include drainageway, wetland, lakeshore, woodland and steep slope overlays. The clubhouse and other amenities are centrally located. Cart paths will be constructed in conjunction with the golf holes to provide course access. A caddie/cart barn and two on-course rest stations will also be constructed on the Property as required golf course amenities. A practice range is planned to be built in the south portion. A pond is planned in the northern portion of the Property.

Kohler representatives have pointed out in their application and in public discussions surrounding the proposed course that development will secure benefits accruing beyond the golfing community to the community as a whole. Among those features of the development that appear to secure those benefits is the creation of corridors for golf holes that will open the site to sunlight and provide views of Lake Michigan, the removal of invasive species, and the maintenance of approximately half of the trees on the Property. The natural features and contours on the Property are designed to enhance the course design. As such, many of these features and contours will be preserved.

### **Club House:**

A multi-level clubhouse will be erected on the Property that encompasses minimalist design elements and concepts. The first-floor level will be approximately 8,800sf and include the pro shop, restaurant/bar, banquet room, and locker rooms. The banquet facility will be capable of hosting indoor/outdoor special events and weddings. The lower level basement will be approximately 7,900sf and contain administrative offices, receiving areas, mechanical equipment, and kitchen/bar storage areas. The clubhouse will be designed to be eligible for Leadership in Energy and Environmental Design (LEED) certification and include the use of timber and canvas materials as architectural features.

### **Observation Tower**

A Lake Michigan observation tower will be located adjacent to the clubhouse and contain a viewing platform approximately 60 feet above the surrounding grade and with an overall height of 80 feet to the top of the structure. An open wood frame stair with multiple landings will provide access to the platform. The viewing platform is anticipated to be covered by a gable roof structure with seamed metal roofing. Per Section 15.406(1)(c) of the City of Sheboygan Zoning Ordinance ("SZO"), a height exceedance was requested and granted in conjunction with this conditional use application to authorize the taller observation tower.

### **Maintenance Buildings**

Maintenance needs of the golf course will be served from two (2) buildings located on the south side of the Property and adjacent to the existing State Park maintenance facility. The primary maintenance building will be approximately 15,000 square feet and contain offices, heated storage and heated repair facilities. The secondary building is approximately 7,600 square feet in size and contains an equipment wash facility, storage, mixing, and unheated equipment spaces. An approximately 8' high buffering wooden fence is being proposed around the perimeter of the proposed maintenance buildings and pavement areas. The maintenance buildings would be screened with vegetation from the entrance road.

**Caddy/Cart Storage Building and Rest Stations:**

A caddy/cart storage building, approximately 7,500 square feet in size, is proposed to be located west of the clubhouse. The building is the staging location for caddies along with storage of guest/service golf carts. The caddy/cart storage building would be screened by vegetation from guest areas.

Two (2) on-course rest stations will be constructed to provide rest room facilities along with food and beverage service.

**Facility Entrance and Parking:**

Access to the Property is being proposed through the existing State Park entrance on Beach Park Lane located along County Hwy V.

The primary guest and associate parking will be accommodated in a paved parking lot containing approximately 181 stalls located near the clubhouse, with an additional 32 stalls dedicated for maintenance staff adjacent to the maintenance buildings. Parking lot lighting will be energy efficient LED lighting and use full cut-off fixtures to prevent light pollution.

**Hour of Operation:**

The golfing season begins in spring and extends through the fall depending upon local weather conditions. The daily hours for golf play vary with the seasons but typically begin at dawn and end at dusk. The in-season restaurant hours are daily from 6am to 10pm with extended bar service as is common. At the close of golf season until the New Year's Holiday, the restaurant/bar is currently planned to be open Thursday through Saturday with hours of operation from 11 am to 9 pm. The restaurant/bar along with the pro shop is currently planned to be closed during the off-season from January to the start of golf season.

The proposed golf course is anticipated to attract approximately 380 daily visitors for golf and non-golf activities during peak times. Approximately 102 employees during peak times are anticipated including caddies, golf course maintenance, food & beverage, retail, golf operations and support staff.

**Traffic Impact Analysis:**

Access to the Property is being proposed through the existing State Park entrance on Beach Park Lane located along County Hwy V. Numerous alternative entrance routes to the Property were evaluated resulting in a proposed route that has the least impact on both the neighbors and environment. Access through residential neighborhoods to the north was investigated but not recommended due to traffic impacts to area residents. Multiple routes originating off 12th Street through the State Park were also investigated but determined more environmentally impactful than the route being proposed. A traffic study was completed and concludes that the studied intersections are currently built to significantly exceed accepted Institute of Transportation Engineers' Level of Service (LOS) standards. (The traffic study is included at Exhibit 5 of the application). While no traffic improvements are required, Kohler is proposing to modify the State Park entrance area by adding a roundabout, east of the existing bridge spanning the Black River, to further improve circulation. The roundabout design includes three (3) dedicated lanes for entering State Park visitors while golf course

traffic and exiting State Park visitors would utilize the roundabout. A plan showing the proposed entrance improvements is included at Exhibit 6 of the application.

Excel Engineer Traffic Impact Analysis findings state:

- Excel Engineering has completed an updated traffic analysis to reflect the proposed roundabout entrance to Kohler-Andrae State Park and the Kohler Golf Course. The updated analysis is a supplement to the 2015 Traffic Impact Analysis (TIA) which modeled the entrance to the State Park and the Kohler Golf Course as a two-way stop. The updated analysis is limited to the proposed entrance changes. It does not include movements at the intersection of County Highway V and Beach Park Lane which were demonstrated in the original TIA to operate at a Level of Service (LOS) B or better after development.
- Analysis using the traffic information above, the LOS for the proposed roundabout was calculated assuming the peak hour for the state park occurs at the same time as the peak hour for the golf course. This is a very conservative approach that will represent a worst case scenario. The LOS ratings range from LOS A (very good) to LOS F (very poor) with LOS D being the minimum acceptable level during the peak hour. Based upon the analysis, the overall LOS for the roundabout during the combined peak hour is LOS A. All individual movements within the roundabout are also rated at LOS A. This is the best rating possible.
- In addition to the LOS analysis for the proposed roundabout, the queuing provided for the DNR Station in the proposed configuration was compared with queuing provided in the existing intersection. The existing intersection has two lanes that provide 516 feet of total vehicle queuing length. The proposed intersection includes four lanes. One lane is dedicated for golf course traffic. The three remaining lanes are dedicated to the state park entrance. The combined queuing length of the three lanes provided for the state park entrance is 711 feet. This is a 38% increase over the existing condition that, when combined with new automated sticker dispensers proposed by the DNR, will significantly improve access to the state park.

#### Landscaping:

The project will place high value on the landscape integrity and aesthetics: landscape variation and interspersed native vegetation, long views within the Property and to the lakeshore vista, and natural-appearing topography. Incorporating these landscape features will enhance visual and aesthetic features of the Property. Screening of the maintenance facility, caddy/cart barn and guest parking lot will be accomplished primarily with vegetation. As paved/parking areas will not be visible from public rights-of-way, an exception is being requested to avoid the use of curb adjacent to landscaped areas, maintaining the existing rural setting in the adjacent State Park.

The lakeshore and its views will be integrated into the golf course design. The project will create gaps in the forest canopy and increase sight distances throughout the Property. Greater variations in the landscape (open areas contrasted with forested areas) will add scenic interest to the current forested landscape. The distinctive undulating dune topography largely will be retained. The project will introduce several sustainable and aesthetically appealing structures to the Property and increase access to and on the Property via roads

and cart paths. By removing invasive species and actively preserving the natural, native flora, the aesthetic quality of the Property will be improved. The majority of the dunes will be retained for distinctive scenic attractiveness and high scenic integrity. The aesthetics associated with the existing forested landscape will be modified but enhanced by picturesque golf views. The viewshed associated with adjacent lands will remain largely unchanged, since the project will be screened on three sides by woody vegetation, either original to the site or planted. The enhanced views of the Property would be visible from Lake Michigan.

### **Architecture:**

The proposed exterior building materials for the clubhouse walls consist of decorative timber columns, canvas materials, and a cordwood wall on a portion of the East Elevation. The Caddy/Cart Barn is anticipated to consist of metal wall panel and metal roof panels. The proposed maintenance buildings include a mix of decorative concrete block, metal wall panels, and metal roof panels. The Caddy/Cart Barn and maintenance buildings will both be extensively screened with a mix of new and existing vegetation to minimize views from guests/public areas. Landscaping plans showing proposed vegetation screening are included at Exhibit 13 of the application. Colored renderings of the clubhouse along with elevations of all proposed structures are included at Exhibit 14 of the application. An 8' high fence is being proposed around the maintenance facility. The fence will be wood and decorative in nature. Per Section 15.720, SZO, the conditional use permit includes the height exceedance of the proposed fencing.

### **Infrastructure:**

Based upon preliminary discussions with utility providers (gas, electric, communications), it is anticipated that service connections will be extended from existing facilities located along the County Trunk Highway V (CTH V) right of way, approximately one-half mile west of the Property. To minimize impacts, the new services will be bored beneath State Park wetlands and the Black River. The utilities will then largely follow the entrance road to the various buildings and service connection points. Kohler will install a watermain lateral from S. 12th Street at Stahl Road to the clubhouse, caddy/cart barn, and northern pond. To minimize impacts, the lateral will be bored beneath the Black River and associated wetlands.

Upon completion of the water main extension on S. 12th Street by the City of Sheboygan, the lateral will be connected to the municipal water system. This will avoid the need for a high capacity well, thereby mitigating neighbors' concerns that such a well could have negative environmental impacts and reduce the capacity of existing private wells in areas that do not yet have the benefits of municipal water. An existing well on the Kohler property will be utilized during initial construction for irrigation until the water main improvements are completed. The clubhouse and caddy/cart barn will connect to the municipal sewer system currently located on Timberlake Drive to the North. The maintenance buildings will include specially designed closed systems to prevent pesticides and herbicides from entering the public sanitary system. On-course rest stations will have a private septic system and/or on-site holding tank to serve their sanitary sewer needs along with private wells for potable water. A Utility plan is included at Exhibit 7 of the application. The City's annexation of the Property and Kohler's development of its golf course significantly accelerate opportunities to extend public services, not just to the Property, but to points north, south and west.

The projected average water usage is anticipated to be 200,000GPD during the golfing season with peak values of approximately 340,000GPD. Sanitary sewer/septic loadings are anticipated to be approximately 3,200 GPD on average with a peak of 6,300GPD.

**Natural Resources Site Evaluation:**

Kohler Co. has been granted a conditional use permit for an outdoor institutional use (per Section 15.206(3)(d), SZO), and more specifically for a privately owned golf course and for clear cutting per Section 15.206(2)(g), SZO. In connection with its conditional use application, Kohler also has submitted a detailed site analysis under Section 15.509, SZO, to identify permanently protected green space areas in its proposed golf course development. Kohler's detailed site analysis includes the Natural Resources Site Evaluation Worksheet as required under Section 15.303(3), SZO, (at Exhibit 8 of the application) and the detailed maps consistent with Section 15.509(2), SZO, (at Exhibits 7 and 9 of the application).

The report issued to the Plan Commission constitutes the written evaluation of City staff related to the submitted detailed site analysis. Kohler's Natural Resources Site Evaluation Worksheet and detailed maps have been accepted by City staff and discussed with Kohler as the applicant. The detailed site analysis included with Kohler's golf course conditional use application also may be submitted for any subsequent development activity on the site. However, any modifications to the approved detailed site analysis and additional review and approval by City staff consistent with Section 15.509, SZO, shall be required if Kohler's analysis is no longer accurate for the site.

Golf course use is specifically listed as a conditional use in Table 15.204 (found under the same section in the SZO) for the Drainageway, Lakeshore, Woodland and Steep Slope Overlay Districts. Pursuant to Section 15.504(3)(c), SZO, public and private parks and recreation areas are conditional uses in the Wetland Overlay District. Similarly, under subsections 3.32 and 3.33 of the City's Shoreland Wetland Zoning Ordinance (Appendix B to the Sheboygan Municipal Code), permitted uses which may involve wetland alterations include walkways, observation decks, roads, nonresidential buildings, public and private parks and recreation areas and utility lines. City staff recognizes that Kohler proposes to comply not only with the City's 50 foot building setback as required by Subsection 3.0(1)(a) of the City's Shoreland Wetland Ordinance, but also to voluntarily comply with the 75 foot structure setback found in Sheboygan County's Shoreline Zoning Ordinance for unincorporated areas, found at Section 72.15(1)(a) of the Sheboygan County Code of Ordinances.

All natural resource areas protected under the City's Zoning Code have been accurately outlined and clearly labeled in the exhibits included with Kohler's application, including areas where different resource types overlap with one another.

All site disruption, including tree cutting, shall be limited to construction and development as generally depicted on the plans submitted with Kohler's conditional use application or any changed plans subsequently approved by City staff.

**WDNR, Army Corps of Engineers and Other Jurisdictional Approvals:**

As set forth in Section 15.502, SZO, natural resource protection regulations in subchapter 15-5 of the SZO "are intended to supplement those of the City of Sheboygan, Sheboygan County, the State of Wisconsin and the Federal Government of the United States which pertain to natural resource protection." Recognizing that the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers have specialized expertise and jurisdiction over permitting relating to various natural resources, the City's application of its natural resource protection regulations shall be subject to, conditioned upon, and automatically adjusted to conform to, any and all permits required from, and as issued by, those State and Federal authorities with jurisdiction over the property.

**How Proposed Golf Course Meets City of Sheboygan Zoning Ordinance:**

The SZO identifies the purpose of the SR-5 zoning district as intended to permit development which has a moderate density, suburban community character. A single-family housing development with minimum 6,000 sf lots and maximum gross density of 5 dwelling units per acre is permitted by right. The proposed golf course is a land use allowed as a conditional use within SR-5 but has many advantages over a single-family development including increased green space, opening the Property for public use and enjoyment, promoting tourism, spurring economic development, job creation, and preservation of natural resources.

The SZO contains regulations including minimum setbacks, buffer yards, minimum landscape ratio, parking, access, and landscaping. Below is a table summarizing the applicable regulations along with the proposed values.

**Zoning Ordinance Regulation Description (SR-5/Outdoor Institutional):**

	<u>Regulation</u>	<u>Proposed golf course</u>
Minimum landscape ratio	0.55	0.94
Minimum lot area	0.14 acres	251.6 acres
Number of off-street parking spaces	209	213
Required landscaping points	6,862	15,255

As evidenced in the table above, the proposed conditional use in its proposed location significantly exceeds each of the applicable regulations included in the SZO. By these metrics, the golf course use is far superior when compared to a single-family housing development with minimum 6,000sf lots and maximum gross density of five (5) dwelling units per acre, which is permitted by right. Kohler's proposed golf course will permanently protect much more green space than would be protected if the site were developed for permitted single-family housing.

Kohler's proposed golf course use appears to be far superior to the permitted housing uses, not just due to the preservation of more permanently protected green space, but also for consistency with the City's Comprehensive Plan. Specifically, the Plan calls for improving

the "Sheboygan" brand and improving residents' perception of their City. The Plan also encourages the enhancement of lakefront and riverfront properties to attract new development, appeal to residents and facilitate a healthy community.

The future land use map included with the City's 2011 Comprehensive Plan and its Outdoor Recreation Plan classifies the property as "Public Parks and Open Space." The Public Parks and Open Space category includes public golf courses. It bears noting that many parks, including Peninsula State Park, several Brown County, Racine County, Dane County, Milwaukee County, Waukesha County and Kenosha County Parks and City of Madison parks include golf courses. It also bears noting that another public golf course, Riverdale Country Club, is located approximately one-half mile from the Property and has co-existed in the neighborhood for decades.

The frequent location of golf courses in parks which are rich in protected natural resource areas, as well as the location of Riverdale Country Club within one-half mile of this Property, demonstrates the appropriateness of Kohler's proposed golf course use on this Property. In fact, Riverdale Country Club, located approximately one-half mile from the Property, has co-existed in the neighborhood for decades.

Conversely, the proposed conditional use would provide additional amenities, not just to golfers, but to the City of Sheboygan and visitors to the adjacent State Park. The golf course would provide an additional recreational opportunity and open the Property for public use for access to the restaurant, clubhouse, observation tower and events as well as for golf. The existing State Park entrance area will be significantly enhanced, at Kohler's expense, in connection with development of the golf course. In addition, the Pre-Annexation and Development Agreement made August 7, 2017 (Agreement) between Kohler and the City specifically calls for Kohler to provide appropriate levels of public access to unique ecosystems and to burial mounds during daylight hours. That Agreement also bars Kohler from constructing any barriers on the Property to prohibit access to Lake Michigan in violation of Wisconsin's public trust doctrine.

#### **How Proposed Golf Course Meets City of Sheboygan Natural Resource Protection Regulations:**

Kohler obtained a conditional use permit for an outdoor institutional use in the SR-5 and in any applicable overlay districts as well as a conditional use permit for clear cutting more than 50% of the woodlands on the Property.

In connection with its conditional use application, Kohler submitted a detailed site analysis per Section 15.509, SZO, to identify permanently protected green space areas in its proposed golf course development. Kohler's detailed site analysis includes the Natural Resources Site Evaluation Worksheet required under Section 15.303(3), SZO, (Exhibit 8 of the application) and the detailed maps consistent with Section 15.509(2), SZO, (Exhibits 7 and 9 of the application).

Kohler's Natural Resources Site Evaluation Worksheet and detailed site analysis have been accepted by City staff and discussed with Kohler; no further analysis work is required at this time. City staff has determined that the detailed site analysis maps and Natural Resources Site Evaluation Worksheet comply with the following data sources:

- (1) Sheet 2 of the Official Zoning Map which has not been officially adopted, such that the maps prepared by Kohler and approved by City staff constitute Sheet 2 of the Official Zoning Map as defined in Sections 15.034, 15.505(3), 15.506(3), 15.507(3) and 15.508(3), SZO; Kohler's maps at Exhibit 7 and 9 of its application are a result of data gathered from the sources listed in 15.509(3)(b)2-8, SZO;
- (2) Applicable City of Sheboygan and Regional Environmental Corridor Maps;
- (3) Air photos of the Property;
- (4) USGS Quads and other sources of topographic information;
- (5) Applicable FEMA and related floodplain maps;
- (6) Applicable Federal and State Wetland Inventory Maps;
- (7) City of Sheboygan Comprehensive Master Plan; and
- (8) A site visit on November 12, 2020 by the Manager of Planning and Zoning.

As set forth in Section 15.502, SZO, natural resource protection regulations in subchapter 15-5 "are intended to supplement those of the City of Sheboygan, Sheboygan County, the State of Wisconsin and the Federal Government of the United States which pertain to natural resource protection." Recognizing that the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers have specialized expertise and jurisdiction over permitting relating to various natural resources, the City's application of its natural resource protection regulations shall be subject to, conditioned upon, and automatically adjusted to conform to, any and all permits required from, and as issued by, those State and Federal authorities with jurisdiction over the Property.

Golf course use is specifically listed as a conditional use in Table 15.204 (found under the same Section in the SZO) for the Drainageway, Lakeshore, Woodland and Steep Slope Overlay Districts. Pursuant to Section 15.504(3)(c), SZO, public and private parks and recreation areas are conditional uses in the Wetland Overlay District. Similarly, under Subsections 3.32 and 3.33 of the City's Shoreland Wetland Zoning Ordinance (Appendix B to the Sheboygan Municipal Code), permitted uses which may involve wetland alterations include walkways, observation decks, roads, nonresidential buildings, public and private parks and recreation areas and utility lines. City staff recognizes that Kohler proposes to comply not only with the City's 50 foot building setback as required by Subsection 3.0(1)(a) of the City's Shoreland Wetland Ordinance, but also to voluntarily comply with the 75 foot structure setback found in Sheboygan County's Shoreline Zoning Ordinance for unincorporated areas, found at Section 72.15(1)(a) of the Sheboygan County Code of Ordinances.

The frequent location of golf courses in parks which are rich in protected natural resource areas, as well as the location of Riverdale Country Club within one-half mile of this Property, demonstrates the appropriateness of Kohler's proposed golf course use on this Property.

Golf courses in and of themselves are permanently protected green spaces and an appropriate means to preserve natural resources and promote recreation. The appropriateness of golf courses to preserve various natural resource areas is codified in Table 15.204 and Section 15.504(3)(c), SZO.



**Summary of Exemptions:**

Per Section 15.905.(5).(d), SZO, any exception to, or exceedance of any nonresidential bulk or dimensional standards authorized by the Plan Commission shall not be considered a variance, provided that the exception or exceedance and the justification for the exception or exceedance are specifically stated in the Conditional Use Permit. The following exemptions (also listed in Exhibit 17 of the application) have been requested and granted:

Description	Relevant Zoning Ordinance(s)	Detailed Description in CUP Application	Justification
Observation Tower Height Exceedance	15.406.(1).(c) 15.105.(2).(c).4.b.K	Page 2	Additional height needed to raise viewing platform above existing tree canopy.
Curb Adjacent to Landscaping Areas Exception	15.607.(3)	Page 4	Paved/ parking areas not visible from public rights-of-way and maintaining existing rural setting in the adjacent State Park
Fence Height Exceedance at Proposed Maintenance Facilities	15.720	Page 9	Security/ safety/ screening measure
Maintenance Building Setback Exceedance	15.206.(3).(d).3.c	Page 10	Proposed usage is consistent and complimentary to actual usage (State Park maintenance facility)
Exceedance for outdoor recreational area setback	15.205.(3).(d).3.c	Page 10	
Pavement Setback at Access Points	15.105.(2).(c).4.b.l	Page 10	Exception to pavement setback required for property access points

The viewing platform is anticipated to be covered by a gable roof structure with seamed metal roofing. Per Section 15.406(1)(c), SZO, a height exceedance was requested and granted in conjunction with the conditional use application to authorize the taller observation tower.

Paved/parking areas will not be visible from public rights-of-way. Per Section 15.607(3), an exception was requested and granted to avoid the use of curb adjacent to landscaped areas, maintaining the existing rural setting in the adjacent State Park.

An eight (8) foot high fence is being proposed around the maintenance facility. The fence will be wood and decorative in nature. Per Section 17.720, SZO, a height exceedance for the proposed fencing was requested and granted for security, safety and screening.

An exceedance was requested and granted for required setbacks of the maintenance building from a residentially zoned property. The property adjacent to the proposed maintenance buildings is the Kohler-Andrae State Park and is also residentially zoned, however the actual use is for maintenance activities and includes the State Park maintenance building, making the proposed golf course maintenance facility ideally located next to an identical land use. The minimum setback for the maintenance building will be 25' in lieu of 50' per Section 15.206.(3).(d).3.c, SZO.

An exceedance also was requested and granted for the #7 Tees located within 50' of the adjacent Kohler-Andrae State Park. Section 15.206.(3).(d).3.c, SZO, stipulates a 50' setback

for actively used outdoor recreational areas from any residentially zoned property. As mentioned above, although the adjacent State Park is residentially zoned, the actual use in that area is for maintenance activities.

An exception was requested and granted from the pavement setback requirement (15.105.(2).(c).4.b.I, SZO), to allow two access points: the point where the entrance road first enters Kohler Co. property near the proposed maintenance buildings and the proposed access drive to the existing State Park maintenance facility.

To accommodate the initial golf course construction, a conditional use permit also was granted for removal of more than 50% of woodlands on the Property. The SR-5 District permits, by right, selective cutting of up to 50 percent of the woodlands on the Property under Section 15.206(2)(f), SZO. While Kohler may need to cut more than 50 percent of the existing woodlands on the Property to develop its golf course (and constituting clear cutting under Section 15.206(2)(g), SZO), when developed, Kohler's golf course will permanently preserve 94 percent of the Property or approximately 238 acres as green space and will provide 222% of the landscaping points required under Sections 15.603-15.612, SZO. For these reasons, Kohler has demonstrated that its proposed golf course project and necessary construction activities associated with such project will improve the level of environmental protection on the Property consistent with Section 15.206(2)(g)(3), SZO, and will maintain native vegetation consistent with City Code Section 15.206(10)(f) SZO.

**How Proposed Golf Course Meets Goals and Objectives of the City of Sheboygan Comprehensive Plan:**

The priorities of the City's Comprehensive Plan include sustainable economic growth and job creation as well as enhancing quality of life within the City. The Plan's key initiatives range from enhancing the lakefront and riverfront to continuing to provide high quality public services to continuing to advance its tradition of rich arts, cultural facilities and events. The Plan calls for improving the "Sheboygan" brand and improving residents' perception of their City. The Plan also encourages the enhancement of lakefront and riverfront properties to attract new development, appeal to residents and facilitate a healthy community. The Plan's guiding principles include building a self-sustaining economy, capitalizing on Lake Michigan and cultivating cultural assets. The project proposed by Kohler advances many of the priorities, initiatives and guiding principles in the City's Comprehensive Plan. Economic growth and job creation will occur. Indeed, the Supreme Court noted in Town of Wilson (at 6) that annexation was a means "for the City to achieve its goal of economic growth." In addition, new high-quality recreational amenity will be provided with this conditional use permit. And, for the first time, one of the County's premier golf courses will actually be located within the borders of the City, improving the "Sheboygan" brand.

With its Lake Michigan vistas, rolling topography, and unique natural features, the Property offers an unparalleled setting for a spectacular forest and lakefront golf experience. The layout of this golf course will incorporate existing trees and dunes as well as the natural topography into the design to minimize site disturbance. The proposed course, together with Kohler's other championship golf courses in the area, will maintain and build the reputation of Sheboygan County as one of the premier golf destinations in the world. The future land use map included in the City's 2011 Comprehensive Plan and its Comprehensive Outdoor Recreation Plan classify the Property as Public Parks and Open Space. The Public Parks

and Open Space category includes public golf courses, making the Property the ideal location for a golf course, as it relates to the City's comprehensive planning.

The opportunity to open approximately 250 acres of private property for public enjoyment and recreational use adjacent to an existing State Park provides a tremendous benefit, similar to the Peninsula State Park located in Door County, WI. At Peninsula State Park a full size 18 hole golf course and a 6-hole short course along Green Bay are made available as recreational opportunities to the general public, and the Wisconsin Department of Natural Resources entered into a lease agreement with the Peninsula Golf Association to operate the courses. Here, private land will become accessible to the general public, not just for golf, but also to the practice facilities, clubhouse, restaurant, and bar.

The 2011 Comprehensive Plan states: "The lakefront community of Sheboygan, Wisconsin, is an attractive tourism destination and historic manufacturing town in the heart of the upper Midwest. The community has earned name recognition for its enviable location within the chain of Wisconsin's lakeshore communities, and for the area's high quality of life, offering an excellent education system, reasonable cost of living, and amenities such as art and cultural events, restaurants, resorts, and golf courses."

The City's Comprehensive Plan also classifies the Property as Public Parks and Open Space. The Public Parks and Open Space category includes public golf courses, making the Property the ideal location for a golf course, and will enhance the City as an attractive tourism destination with a world class golf course—with a "Sheboygan" moniker.

**Applicant States the following about the Benefits of the Project:**

An economic impact study by S.B. Friedman Development Advisors estimates the new golf course will generate nearly \$21 Million in annual economic output for the State of Wisconsin and create 227 FTE jobs within the State (124 in City of Sheboygan) once operational. Construction itself over a three-year period will create 95 full-time equivalent jobs in Sheboygan County (68 in City of Sheboygan). More specifically, the following annual increases in City, County and State tax revenue were estimated:

- \$87,000 in City of Sheboygan non-school property tax revenue
- \$117,000 in school property tax revenue (Sheboygan Area school District & Lakeshore Technical College)
- \$88,000 in new room tax revenue to the City of Sheboygan
- \$54,000 in non-school property tax revenues for Sheboygan County and the State
- \$495,000 in state sales tax revenue
- \$152,000 new state personal income taxes
- \$40,000 in new motor vehicle fuel tax revenue to the State

In addition, in the Agreement, Kohler agreed that, once the project is complete, the assessed valuation of the Property should be an aggregate assessed value of \$9,200,000 or greater.

**Conclusion:**

The City of Sheboygan annexed the Property by adopting Ordinance No. 6-17-18 on August 7, 2017, and, in the unanimous decision of *Town of Wilson v. City of Sheboygan*, 390 Wis.2d 266, 938 N.W.2d 493, 2018AP2162 (filed February 14, 2020), the Wisconsin Supreme Court

upheld the annexation. The Supreme Court found in *Town of Wilson* (at 22) that "the City had planned for years to develop and expand and Kohler's proposal provide[s] the opportunity to do so."

The City zoned the Property Suburban Residential-5 (SR -5) by adopting Ordinance No. 43-17-18 on August 7, 2017. The application is requesting a conditional use permit for an outdoor institutional land use, and more specifically a privately-owned public golf course, clear cutting and associated ancillary land uses described in the application.

The Wisconsin Legislature created Wis. Stat. sec. 62.23(7)(de) in 2017. The new statute provides that "If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the city ordinance. . .the city SHALL grant the conditional use permit." [Emphasis added.] In a legal note interpreting the new statute, the League of Wisconsin Municipalities has advised that the conditional use decision process is "rigid" and limits the City's ability to reject any conditional use. Similarly, the City committed in the Agreement not to oppose any necessary governmental approvals for Kohler's golf course project.

The proposed golf course fulfills priorities, initiatives and guiding principles of the City's Comprehensive Plan and balances growth and density allowed in the SR-5 District. The density and intensity of the golf course, which is allowed as a conditional use, should be compared to the density and intensity of the five (5) dwelling units per gross acre allowed in SR-5 as of right. However, Kohler invested pain-staking effort to design its course to maximize area benefits and minimize ancillary impacts. During the due diligence and design phases of the project, 16 course layouts and seven (7) entrance route alternatives were identified, characterized, and evaluated. The proposed course layout and entrance route were determined to be the least impactful to both the environment and neighbors. Investigations that were completed for the analysis included wetland delineations, storm water management analysis, rare species surveys, botanical surveys, traffic studies, and archaeological surveys. Initial project planning for the proposed golf course began in early 2014. The various processes involved with Local, State, and Federal approvals have included many opportunities for Kohler to gain public feedback and address many of the concerns that have been raised. Over 20 forums, including public comment periods and public hearings/meetings, have been held to date to solicit community feedback. Modifications to the plans have been made based upon that feedback. Kohler's construction and operation of the golf course will be subject to a complicated and comprehensive regulatory framework. All necessary permits and regulations, administered by the appropriate regulatory agencies having jurisdiction and expertise will be deemed conditions to any conditional use permit issued by the City.

The opportunity to open approximately 250 acres of private property for public enjoyment and recreational use adjacent to an existing State Park provides a tremendous benefit, similar to the Peninsula State Park located in Door County, WI, which hosts two public courses as recreational opportunities to visitors. Park users and the general public will also have access to the practice facilities, clubhouse, restaurant, and bar. The economic benefits of a new public golf course are measured in more than just recreation and business travel dollars. Benefits begin with millions of dollars of planning, design and construction work. Once constructed, a course creates jobs along with state and local income including sales and property taxes. In addition, a new public golf course, and a championship-caliber course in particular, has a "multiplier effect," infusing wages and benefits to circulate through the local

economy, increasing property values and ancillary public and private benefits. An economic impact study by S.B. Friedman Development Advisors estimates the course will generate nearly \$21 Million in annual economic output for the State of Wisconsin along with the creation of 227 FTE jobs within the State. Wisconsin is recognized as a golf mecca. In its October 2017 edition, Golf magazine ranked Wisconsin as the #3 golf destination in the world behind Scotland and Ireland. The proposed golf course will enhance the State of Wisconsin, Sheboygan County, and the City of Sheboygan as one of the world's premier golf destination.

#### **STAFF COMMENTS:**

The applicant states the following about the site improvements:

- The multi-level clubhouse will be approximately 16,700sf. The first-floor level will be approximately 8,800sf and include the pro shop, restaurant/bar, banquet room, and locker rooms. The lower level basement will be approximately 7,900sf and contain administrative offices, receiving areas, mechanical equipment, and kitchen/bar storage areas.
- A Lake Michigan observation tower will be approximately 60 feet above the surrounding grade with an overall height of 80 feet to the top of the structure.
- The primary maintenance building will be approximately 15,000 square feet and contain offices, heated storage and heated repair facilities.
- The secondary building is approximately 7,600 square feet in size and contains an equipment wash facility, storage, mixing, and unheated equipment spaces.
- A caddy/cart storage building approximately 7,500 square feet in size, is proposed to be located west of the clubhouse.
- The new parking lot will accommodate parking for 213 cars - 181 stalls located near the clubhouse with an additional 32 stalls dedicated for maintenance staff adjacent to the maintenance buildings.
- The main access will be from CTH V into Kohler-Andrae State Park and once inside the park will lead to a newly constructed roundabout and a new private road will lead to the golf course to the north.
- New landscaping will be installed throughout the site.
- New storm drainage facilities will be located in several areas of the site.

The applicant's conditional use permit application requested and was granted the following exceptions:

The viewing platform will be covered by a gable roof structure with seamed metal roofing. Per Section 15.406(1)(c), SZO, a height exceedance was requested and granted in conjunction with the conditional use application to authorize the taller observation tower. A Lake Michigan observation tower will be approximately 60 feet above the surrounding grade with an overall height of 80 feet to the top of the structure.

Paved/parking areas will not be visible from public rights-of-way; per Section 15.607(3), SZO, an exception was requested and granted to avoid the use of curb adjacent to landscaped areas, maintaining the existing rural setting in the adjacent State Park.

An eight (8) foot high fence is being proposed around the maintenance facility. The fence will be wood and decorative in nature. Per Section 15.720, SZO, a height exceedance was requested and granted for the proposed fencing for security, safety and screening purposes.

An exceedance was requested and granted for required setbacks of the maintenance building from a residentially zoned property. The property adjacent to the proposed maintenance buildings is the Kohler-Andrae State Park and is also residentially zoned, however the actual use is for maintenance activities and includes the State Park maintenance building, making the proposed golf course maintenance facility ideally located next to an identical land use. The minimum setback for the maintenance building will be 25' in lieu of 50' per 15.206.(3).(d).3.c, SZO.

An exceedance also was requested and granted for the #7 Tees located within 50' of the adjacent Kohler-Andrae State Park. Section 15.206.(3).(d).3.c, SZO, stipulates a 50' setback for actively used outdoor recreational areas from any residentially zoned property. As mentioned above, although the adjacent State Park is residentially zoned, the actual use in that area is for maintenance activities.

An exception was requested and granted from the pavement setback requirement (15.105.(2).(c).4.b.i, SZO) to allow two access points: the point where the entrance road first enters Kohler Co. property near the proposed maintenance buildings and the proposed access drive to the existing State Park maintenance facility.

Kohler Co. applied for and was granted a conditional use permit for an outdoor institutional use (per Section 15.206(3)(d), SZO), and more specifically for a privately owned golf course and for clear cutting per Section 15.206(2)(g), SZO, for removal of more than 50% of woodlands on the Property. In connection with its conditional use application, Kohler also submitted a detailed site analysis under Section 15.509, SZO, to identify permanently protected green space areas in its proposed golf course development. Kohler's detailed site analysis includes the Natural Resources Site Evaluation Worksheet as required under Section 15.303(3), SZO (at Exhibit 8 of the application) and the detailed maps consistent with Section 15.509(2), SZO (at Exhibits 7 and 9 of the application).

This detailed site analysis maps and Natural Resources Site Evaluation Worksheet submitted by Kohler have been provided to City staff, and City staff has accepted Kohler's site analysis. Those areas depicted on Kohler's site analysis and plans as permanently protected green space areas shall be preserved as such unless Kohler submits any modified detailed site analysis maps accepted by City staff. City staff recognizes golf courses as areas that permanently protect green spaces and are appropriate ways to preserve natural resources and promote recreation.

The City of Sheboygan has not adopted a map depicting the boundaries of natural resource protection overlay zoning districts. (In our zoning ordinance, this potential map is referred to as "Sheet 2 of Official Zoning Map.") Pursuant to Section 15.034, SZO, the City requires property owners to compile the data related to natural resource protection overlay zoning districts from other applicable source maps and on-site analysis. The property owner must then submit the data, including applicable source maps and on-site analysis materials for staff review/approval as outlined in Subchapter 15-5 ("Natural Resource Protection Regulations") of the Zoning Ordinance.

Comments concerning Traffic Impact:

- Excel Engineering has completed an updated traffic analysis to reflect the proposed roundabout entrance to Kohler-Andrae State Park and the Kohler Golf Course. The updated analysis is a supplement to the 2015 Traffic Impact Analysis (TIA) which modeled the entrance to the State Park and the Kohler Golf Course as a two-way stop. The updated analysis is limited to the proposed entrance changes. It does not include movements at the intersection of County Highway V and Beach Park Lane which were demonstrated in the original TIA to operate at a Level of Service (LOS) B or better after development.
- Analysis using the traffic information above, the LOS for the proposed roundabout was calculated assuming the peak hour for the state park occurs at the same time as the peak hour for the golf course. This is a very conservative approach that will represent a worst case scenario. The LOS ratings range from LOS A (very good) to LOS F (very poor) with LOS D being the minimum acceptable level during the peak hour. Based upon the analysis, the overall LOS for the roundabout during the combined peak hour is LOS A. All individual movements within the roundabout are also rated at LOS A. This is the best rating possible.
- In addition to the LOS analysis for the proposed roundabout, the queuing provided for the DNR Station in the proposed configuration was compared with queuing provided in the existing intersection. The existing intersection has two lanes that provide 516 feet of total vehicle queuing length. The proposed intersection includes four lanes. One lane is dedicated for golf course traffic. The three remaining lanes are dedicated to the state park entrance. The combined queuing length of the three lanes provided for the state park entrance is 711 feet. This is a 38% increase over the existing condition that, when combined with new automated sticker dispensers proposed by the DNR, will significantly improve access to the state park.

Kohler Co. owns several parcels that make up the proposed golf course lot. A condition of approval will require the Kohler to consolidate these parcels into one (1) parcel.

As part of the hearing notice process, City staff encouraged those members of the public who were concerned about appearing at a public hearing given the seriousness of the coronavirus pandemic to submit written comments in advance of the hearing for consideration and/or to attend and comment virtually during the hearing. Comments received in advance were placed on the City's BoardDocs site in the section reserved for the hearing, and all hearing attendees were provided an opportunity to speak at the hearing.

**GRANT OF APPROVAL AND REQUIREMENTS:**

Kohler Co. submitted an application that appropriately addresses the requirements of the conditional use permit and provides the justifications for the exceptions requested. In addition, the application addresses many of the City of Sheboygan Comprehensive Plan goals, objectives and its vision to be a "Diverse and prosperous costal community." Based on that, City staff favorably recommended, and Plan Commission unanimously approved, the conditional use permit and requested exceptions subject to the following conditions and requirements:

1. Prior to issuance of a building permit, the applicant shall obtain all licenses/permits as well as meet all required codes including but not limited to building, plumbing, electrical, HVAC, fire, water, sewer, storm drainage, alcohol, food, health, Federal, State of Wisconsin DNR, etc. (Applicant shall be in contact with building inspection, fire, police, etc.) An occupancy permit will be granted only at such time as the applicant has met all requirements.
2. The applicant has submitted a proposed landscape plan included as Exhibit 13 of its application. That submittal has not yet been reviewed. If the plan is approved by the Manager of Planning and Zoning, the applicant shall comply with the plan. If the plan is not approved, the applicant shall resubmit a plan that is acceptable to the Manager of Planning and Zoning. In any case, applicant shall comply with the provisions of Subchapter 15-6 of the SZO and shall comply with the terms of an approved landscape plan.
3. The applicant's operations shall comply with Section 15.206(3)(b)(2)(a), SZO ("Active Outdoor Public Recreation"), which requires facilities using night lighting and adjoining a residentially zoned property to install and continually maintain a bufferyard with a minimum opacity of 0.60. Said bufferyard shall be located at the property line adjacent to said residentially zoned property (except for approved exceptions and except that the bufferyard and fencing between the golf course and state park maintenance facilities shown on Landscape Plan 7A in Exhibit 13 of the application are approved). If the staff has concerns about the proposed lighting or landscaping, the photometric and/or landscape plans can be brought back to the Plan Commission for review.
4. Dumpster(s) shall be screened/enclosed and constructed of like materials and colors as the building served and shall be completed prior to issuance of an occupancy permit for such building.
5. The applicant shall properly submit to and receive approval from the Director of Public Works for a stormwater management plan in compliance with the City's Post-Construction Stormwater Management Zoning Ordinance (Appendix E to the Sheboygan Municipal Code) prior to issuance of a building permit.
6. Outdoor storage of materials, products or equipment shall be prohibited or completely screened from public view by fencing and landscaping.
7. Fencing/retaining wall shall be installed per Section 15.720(3)(c), SZO, except those granted an exception. Applicant shall work with staff with regard to constructing appropriate and well-designed fence/retaining wall and shall obtain the necessary permits prior to installation. If staff has any concerns with proposed fencing/retaining wall design, the matter may be brought back to the Plan Commission for their consideration.
8. Maximum height of fence is eight (8) feet high (peak of fence to grade).
9. Fence shall be located on the Kohler property. It is the applicant's responsibility to know where their lot lines are and to insure the fence meets the required setbacks.
10. All ground level and rooftop mechanicals shall be screened and/or enclosed and constructed of like materials and colors of the nearest building.
11. All new lighting shall be installed per Section 15.707, SZO.
12. The uses shall meet all performance standards under Subchapter 15-7, SZO, including but not limited to noise, lighting, vibration, etc., and except for exceptions specifically set forth in the application.
13. All areas used for parking or maneuvering of licensed vehicles shall be paved. Golf course operation and maintenance vehicles may traverse on gravel or grass throughout the course.
14. All parking areas that are not required to be paved shall be landscaped with grass and/or landscaping consistent with the landscape plans included in Exhibit 13 of the application.



15. Absolutely no portion of the new building and/or site improvements shall cross the exterior property line (buildings, parking, retaining walls, signs, landscaping, etc.), except those granted an exception.
16. Applicant shall meet Section 15.206(3)(b)(2)(b), SZO, Active Outdoor Public Recreation, which states all structures and active recreational areas shall be located a minimum of 50 feet from any residentially zoned property, except those granted an exception.
17. Applicant shall obtain the necessary sign permits prior to installation.
18. Applicant shall work with staff with regard to appropriate signage. Only at such time as the sign package has been reviewed, all necessary variances approved as provided in the SZO and finally approved by the Manager of Planning and Zoning may the applicant obtain sign permits to install the proposed signage. If staff has any concerns with proposed signage design, the signs may be brought back to the Plan Commission for their consideration.
19. Applicant shall install individual letter signs - no cabinet or flat panel signs.
20. Applicant shall be permitted a freestanding monument sign for the site. The minimum setback of a monument sign is 12 feet. The maximum height of the monument sign is 8 feet. The sign shall comply with Chapter 98 of the Sheboygan Municipal Code, be approved by the Manager of Planning and Zoning and be located outside of the 15 foot vision triangle.
21. Applicant shall immediately clean any and all sediments, materials, tracking, etc. that may be spilled off-site on private or public lands and streets.
22. All vehicles, equipment, materials, products, etc. shall be located on the Kohler property (no storage on public rights-of-way).
23. City Development staff will issue a building permit only if the applicant has adequately satisfied all applicable municipal regulations and terms of the Agreement related to the Sheboygan Water Utility.
24. City Development staff will issue a building permit only if the applicant has adequately installed fire protection measures approved by the Sheboygan Fire Department, including but not limited to fire lane access at the site, sprinkler systems, hydrants, water pressures, etc. consistent with Exhibit 7 of the application.
25. Applicant will provide adequate public access along all public streets and will take all appropriate actions to minimize the time period that these streets will be closed/affected, unless otherwise approved by the Director of Public Works.
26. Applicant is responsible for constructing all required public infrastructure improvements to properly service the site prior to occupancy (including, but not limited to, new street improvements, new and/or closed ingress/egress driveway openings, curb, gutter, sidewalk, pavement, utilities, retaining walls, street trees, street lights, street signs, etc.) as described in the Agreement. Any work within City of Sheboygan Public rights-of-way shall be discussed with the City Engineering Department and constructed to standard City specifications.
27. Applicant is responsible for all costs associated with the construction/installation of all required public infrastructure improvements for the project as set forth in the Agreement.
28. Streets and infrastructure damaged and/or disturbed during construction of all private and/or public improvements shall be promptly repaired by the applicant.
29. It will be the applicant's responsibility to work with all private and public utilities in order to provide easements and/or relocate utilities as necessary.
30. Applicant will take all appropriate actions to minimize the time period that adjacent properties are impacted by the development (utilities, streets, etc.).

31. Building permits shall be issued only at such time as the applicant has obtained all necessary permits from the Wisconsin Department of Natural Resources.
32. Applicant shall meet the 50 foot building setback under Subsection 3.0(1) of the City of Sheboygan Shoreline Zoning Ordinance and the 75 foot structure setback Section 72.15(1)(a) of the Sheboygan County Code.
33. It is the applicant's responsibility to insure all construction takes place outside of the areas designated wetlands. Applicant may only impact areas designated as wetlands if and only if they have written documentation (license, permit, etc.) from the DNR permitting them to do so.
34. Building permits shall be issued only at such time as the applicant has obtained official approval documentation/permits from the required governmental authorities including but not limited to the Army Corps of Engineers (ACOE), US Fish and Wildlife Service (USFWS), National Park Service (NPS), Wisconsin Department of Natural Resources (WDNR), Wisconsin State Historical Society (WHS), Wisconsin Public Service Commission (WPSC), Sheboygan County, etc.
35. Building permits shall be issued only at such time as the applicant can provide documentation that the golf course lots have been combined into one (1) parcel which has been officially recorded by Sheboygan County.
36. Prior to issuance of a building permit, the applicant is responsible for providing all shared agreements/easements necessary for golf course development and operation between the Kohler Co. and adjoining properties including but not limited to ingress/egress, shared access, utilities, etc.
37. The applicant shall submit plans to the City of Sheboygan Architectural Review Board for review. Building permits shall be issued only at such time as the Architectural Review Board has approved the proposed architectural plans.
38. The conditional use permit time limits under Section 15.905(10), SZO, shall be tolled for the duration of any lawsuits relating to the golf course project provided the applicant proceeds to develop the property consistent with the approved conditional use permit and site plan. At such times as all lawsuits are completed, the conditional use permit time limits shall begin.
39. Applicant shall comply with the terms of the Agreement.
40. If there are any amendments to the approved conditional use permit, site plan, etc., the applicant will be required to submit a new conditional use application reflecting those amendments.

Exceptions granted:

1. To authorize a taller observation tower, the Lake Michigan observation tower will be approximately 60 feet above the surrounding grade with an overall height of 80 feet to the top of the structure.
2. To avoid the use of curb adjacent to landscaped areas, maintaining the existing rural setting in the adjacent State Park.
3. To install an eight (8) foot tall fence around the maintenance facility for security, safety and screening purposes.
4. To have 25-foot setbacks for the maintenance building from residentially zoned property.
5. To locate the #7 tees within the 50-foot setback for actively used outdoor recreational areas from any residentially zoned property.

6. To the paving setback to allow two (2) access points: the point where the entrance road first enters Kohler Co. property near the proposed maintenance buildings and the proposed access drive to the existing State Park maintenance facility.

Drafted by: Steve Sokolowski, Manager of Planning and Zoning  
City of Sheboygan  
828 Center Avenue, Suite 208  
Sheboygan, WI 53081-4442

LIST OF EXHIBITS

Exhibit A - Legal Description of Property

Exhibit B - Approved Site Plan

Tax Parcel Number 59281328012

That part of the South 1/2 of Government Lot 4 in Section 11, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is West of Timberlake Subdivision and West of a 50' wide strip of land adjacent to Lot 27, Timberlake Subdivision.

Tax Parcel Number 59281328011

The South 1/2 of the SE 1/4 of the SW 1/4 of Section 11, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, except that part now platted as River Trails, the common boundary of which is the centerline of the Black River.

Tax Parcel Number 59281328014

All that part of the NE 1/4 of the NW 1/4 of Section 14, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, lying East of the center line of the Black River.

Pursuant to Certified Survey Map registered in the Office of the Register of Deeds, Sheboygan County, Wisconsin, document 2078329, vol. 29, pages 138-140 establishing Outlot 1, part of Tax Key Numbers 59281328011 and 59281328014.

Tax Parcel Number 59281328015

Government Lot 1 in Section 14, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin

Tax Parcel Number 59281328017

Government Lot 2 in Section 14, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin

Tax Parcel Number 59281328016

All that part of the S 1/2 of the NW 1/4 of Section 14, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, lying East of the center line of the Black River.

Tax Parcel Number 59281328018

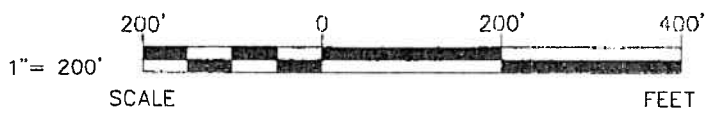
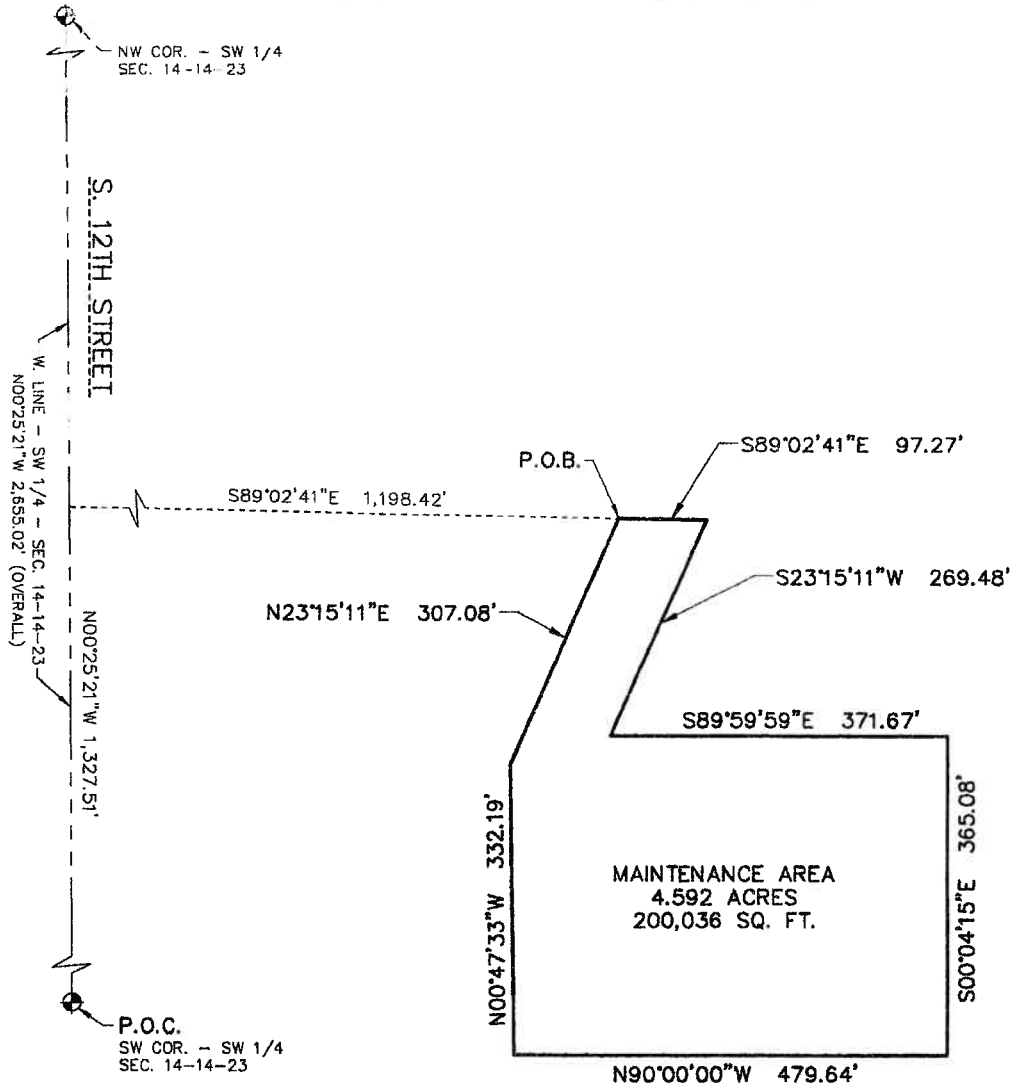
All that part of Government Lot 3 in Section 14, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin lying east of the center line of the Black River.  
Also, all that part of the NW 1/4 of the SW 1/4 of Section 14, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, lying East of the center line of the Black River.

Maintenance Area Legal Description

Part of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin being more particularly described as follows:

Commencing at the Southwest corner of the Southwest 1/4, said Section 14; thence North 00°-25'-21" West along the West line of said Southwest 1/4, a distance of 1,327.51 feet; thence South 89°-02'-41" East, a distance of 1,198.42 feet to the point of beginning; thence continuing South 89°-02'-41" East, a distance of 97.27 feet; thence South 23°-15'-11" West, a distance of 269.48 feet; thence South 89°-59'-59" East, a distance of 371.67 feet; thence South 00°-04'-15" East, a distance of 365.08 feet; thence North 90°-00'-00" West, a distance of 479.64 feet; thence North 00°-47'-33" West, a distance of 332.19 feet; thence North 23°-15'-11" East, a distance of 307.08 feet to the point of beginning and containing 4.592 acres (200,036 sq. ft.) or land more or less.

# MAINTENANCE AREA EXHIBIT



**EXCEL**  
ENGINEERING, Inc.  
SURVEYING GROUP  
PROJECT NO. 1639740

Always a Better Plan  
100 CAMELOT DRIVE  
FOND DU LAC, WI 54935  
PHONE: (920) 926-9800  
FAX: (920) 926-9801

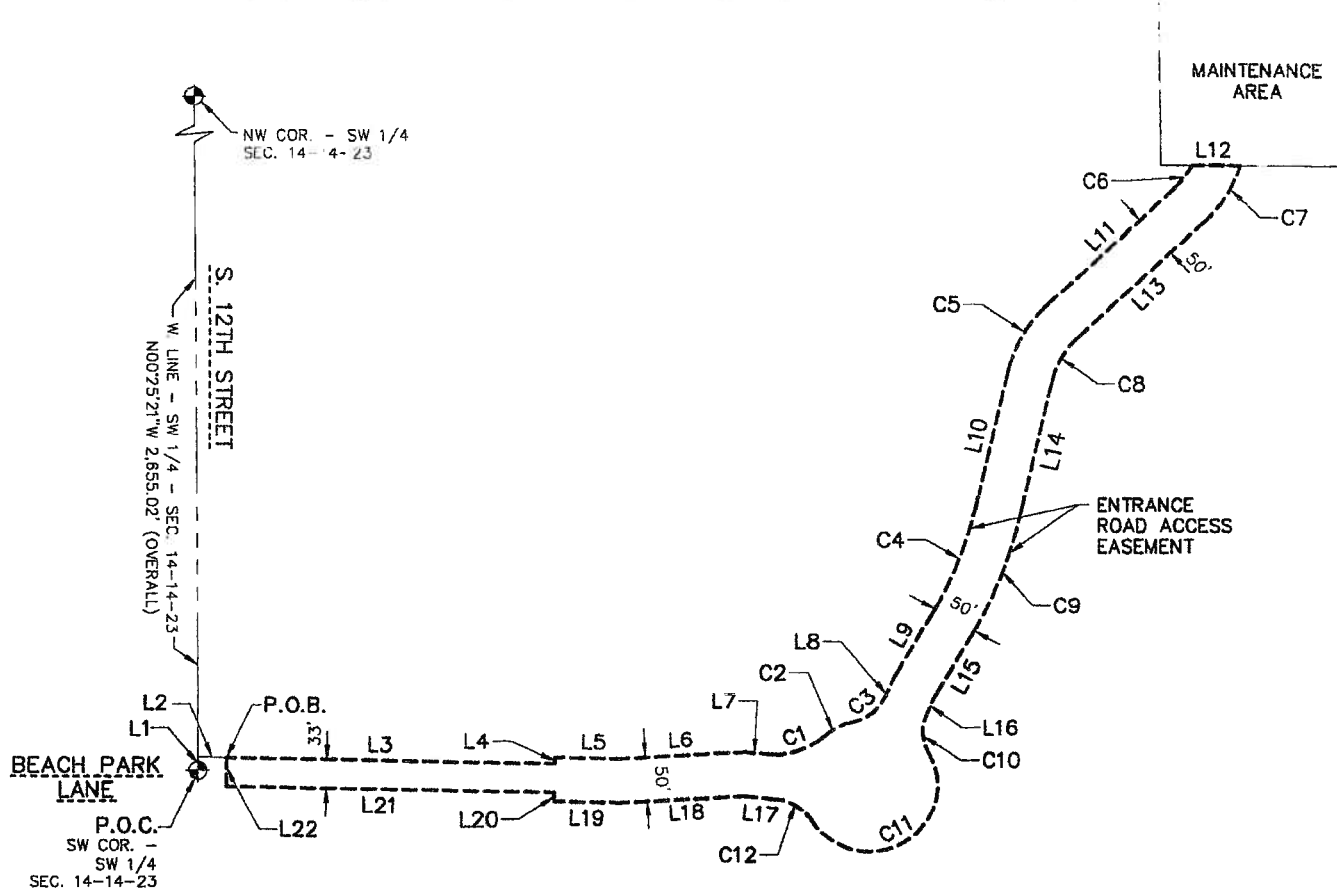
**Entrance Road Access Easement Legal Description**

Part of the Southwest 1/4 of the Southwest 1/4 of Section 14 and part of the Northwest 1/4 of the Northwest 1/4 of Section 23, all being part of Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin being more particularly described as follows:

Commencing at the Southwest corner of the Southwest 1/4, said Section 14; thence North 00°-25'-21" West along the West line of said Southwest 1/4, a distance of 15.81 feet; thence South 89°-05'-12" East, a distance of 32.56 feet to the point of beginning; thence continuing South 89°-05'-12" East, a distance of 365.48 feet; thence North 01°-00'-27" East, a distance of 7.38 feet; thence South 88°-59'-33" East, a distance of 72.77 feet; thence North 86°-47'-18" East, a distance of 141.16 feet; thence South 84°-38'-51" East, a distance of 28.23 feet; thence Northeasterly 63.08 feet on a curve to the left having a radius of 75.00 feet, the chord of said curve bears North 71°-15'-28" East, a chord distance of 61.24 feet; thence Northeasterly 38.44 feet on a curve to the right having a radius of 75.00 feet, the chord of said curve bears North 61°-50'-43" East, a chord distance of 38.02 feet; thence Northeasterly 46.36 feet on a curve to the left having a radius of 50.00 feet, the chord of said curve bears North 49°-57'-46" East, a chord distance of 44.72 feet; thence North 23°-23'-52" East, a distance of 25.74 feet; thence North 29°-51'-40" East, a distance of 88.91 feet; thence Northeasterly 131.94 feet on a curve to the left having a radius of 475.00 feet, the chord of said curve bears North 20°-50'-10" East, a chord distance of 131.51 feet; thence North 12°-52'-44" East, a distance of 152.20 feet; thence Northeasterly 89.47 feet on a curve to the right having a radius of 150.00 feet, the chord of said curve bears North 29°-58'-01" East, a chord distance of 88.15 feet; thence North 47°-03'-19" East, a distance of 194.48 feet; thence Northeasterly 31.96 feet on a curve to the left having a radius of 100.00 feet, the chord of said curve bears North 37°-53'-56" East, a chord distance of 31.83 feet; thence North 90°-00'-00" East, a distance of 54.40 feet; thence Southwesterly 74.24 feet on a curve to the right having a radius of 150.00 feet, the chord of said curve bears South 32°-52'-36" West, a chord distance of 73.48 feet; thence South 47°-03'-19" West, a distance of 194.48 feet; thence Southwesterly 59.65 feet on a curve to the left having a radius of 100.00 feet, the chord of said curve bears South 29°-58'-01" West, a chord distance of 58.77 feet; thence South 12°-52'-44" West, a distance of 152.20 feet; thence Southwesterly 145.82 feet on a curve to the right having a radius of 525.00 feet, the chord of said curve bears South 20°-50'-10" West, a chord distance of 145.36 feet; thence South 29°-51'-19" West, a distance of 87.01 feet; thence South 23°-23'-52" West, a distance of 22.92 feet; thence Southeasterly 46.36 feet on a curve to the left having a radius of 50.00 feet, the chord of said curve bears South 03°-10'-03" East, a chord distance of 44.72 feet; thence Southwesterly 233.28 feet on a curve to the right having a radius of 75.00 feet, the chord of said curve bears South 59°-22'-30" West, a chord distance of 149.98 feet; thence Northwesterly 46.36 feet on a curve to the left having a radius of 50.00 feet, the chord of said curve bears North 58°-04'-57" West, a chord distance of 44.72 feet; thence North 84°-38'-51" West, a distance of 36.29 feet; thence South 86°-47'-18" West, a distance of 139.26 feet; thence North 88°-59'-33" West, a distance of 74.61 feet; thence North 01°-00'-27" East, a distance of 9.62 feet; thence North 89°-05'-12" West, a distance of 365.42 feet; thence North 00°-54'-48" East, a distance of 33.00 feet to the point of beginning.

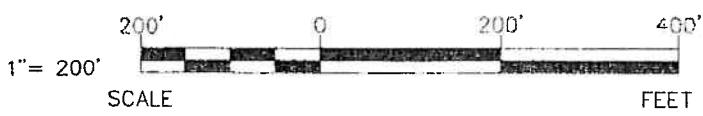



# ENTRANCE ROAD ACCESS EASEMENT EXHIBIT



Line Table					
Line #	Direction	Length	Line #	Direction	Length
L1	N00°25'21"W	15.81'	L12	N90°00'00"E	54.40'
L2	S89°05'12"E	32.56'	L13	S47°03'19"W	194.48'
L3	S89°05'12"E	365.48'	L14	S12°52'44"W	152.20'
L4	N01°00'27"E	7.38'	L15	S29°51'19"W	87.01'
L5	S88°58'33"E	72.77'	L16	S23°23'52"W	22.92'
L6	N86°47'18"E	141.16'	L17	N84°38'51"W	36.29'
L7	S84°38'51"E	28.23'	L18	S86°47'18"W	139.26'
L8	N23°23'52"E	25.74'	L19	N88°59'33"W	74.61'
L9	N29°51'40"E	88.91'	L20	N01°00'27"E	9.62'
L10	N12°52'44"E	152.20'	L21	N89°05'12"W	365.42'
L11	N47°03'19"E	194.48'	L22	N00°54'48"E	33.00'

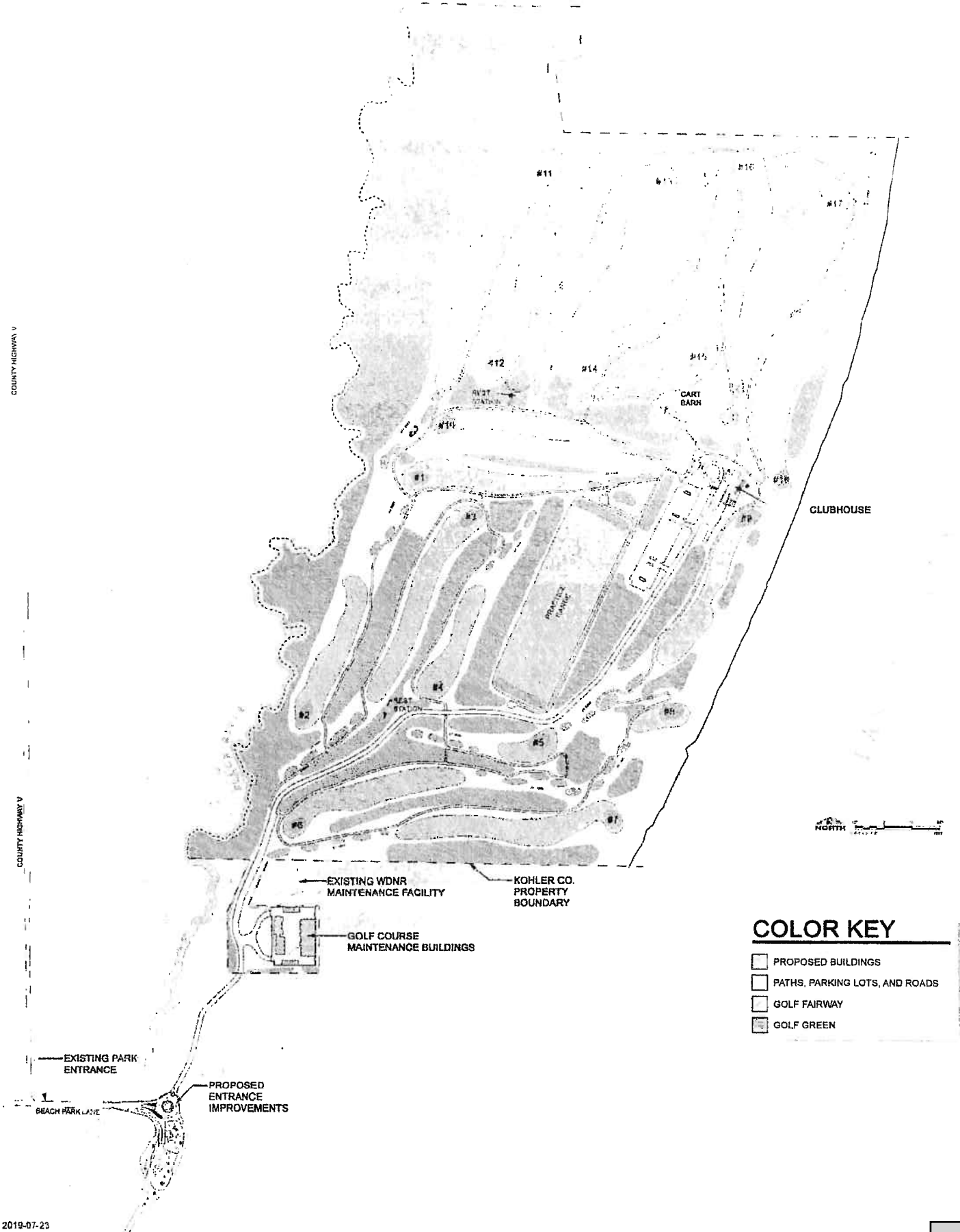
Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Delta
C1	63.08'	75.00'	N71°15'28"E	61.24'	048°11'23"
C2	38.44'	75.00'	N61°50'43"E	38.02'	029°21'54"
C3	46.36'	50.00'	N49°57'46"E	44.72'	053°07'48"
C4	131.94'	475.00'	N20°50'10"E	131.51'	015°54'52"
C5	89.47'	150.00'	N29°58'01"E	88.15'	034°10'35"
C6	31.96'	100.00'	N37°53'56"E	31.83'	018°18'45"
C7	74.24'	150.00'	S32°52'36"W	73.48'	028°21'25"
C8	59.65'	100.00'	S29°58'01"W	58.77'	034°10'35"
C9	145.82'	525.00'	S20°50'10"W	145.36'	015°54'52"
C10	46.36'	50.00'	S03°10'03"E	44.72'	053°07'48"
C11	233.28'	75.00'	S59°22'30"W	149.98'	178°12'54"
C12	46.36'	50.00'	N58°04'57"W	44.72'	053°07'48"





**Always a Better Plan**  
 100 CAMELOT DRIVE  
 FOND DU LAC, WI 54935  
 PHONE: (920) 926-9800  
 FAX: (920) 926-9801

PROJECT NO. 1639740



PREANNEXATION AND  
DEVELOPMENT AGREEMENT

THIS PREANNEXATION AND DEVELOPMENT AGREEMENT is made and entered into this 7th day of August, 2017, by and between the CITY of SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation (the "City") and KOHLER CO., a Wisconsin corporation ("Developer").

RECITALS

The City and Developer acknowledge the following:

A. Developer owns approximately 247 acres of vacant land in the Town of Wilson, Sheboygan County, Wisconsin, bounded by Lake Michigan to the east and Kohler-Andrae State Park to the south and west, as more particularly described on Exhibit A attached hereto (the "Property"). Owner intends to develop, construct and operate an 18-hole championship golf course and related improvements and amenities on the Property, as generally depicted on the site plan attached hereto as Exhibit B (the "Site Plan").

B. The City is a municipal corporation with authority to enter into this Agreement, to adopt annexation ordinances under Wisconsin Statute section 66.0217 and to adopt zoning amendments and issue conditional use permits and site plan review and approvals under Wisconsin Statute section 62.23(7). The Property and adjacent lands are located contiguous to and may be annexed to the City of Sheboygan pursuant to the provisions of Wisconsin Statute section 66.0217.

C. Owner's planned use of the Property is consistent with the City's Comprehensive Plan adopted December 5, 2011 ("Comp Plan") and Zoning Map. The City acknowledges that annexation of the Property and adjacent lands will permit the extension of urban services, is consistent with the Comp Plan and provides lands for needed growth of the City.

D. The City specifically acknowledges that Developer's proposed development and use of the Property as described herein, is compatible with and will further the City's planning objectives, will be of substantial benefit to the City, will extend the corporate limits and jurisdiction of the City, will promote orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents.

E. The City desires to assist Developer in developing, constructing and operating improvements and amenities on the Property consistent with the Site

Plan. In this regard, the City intends to grant various governmental approvals benefiting Developer and the Property, subject to the provisions of applicable law, including applicable City ordinances. Necessary governmental approvals include annexation, rezoning, conditional use permits, site plan review and approvals, extension of utilities, and issuance of alcohol beverage licenses.

F. The City and Developer agree to perform their respective obligations in connection with the issuance of various necessary governmental approvals and the construction of certain facilities and related improvements on the Property, in accordance with the terms of this Agreement.

AGREEMENTS

Now, therefore, in consideration of the Recitals and the mutual promises set forth below, the City and Developer agree as follows:

1. Conditions.

(a) Governmental Approvals. The parties acknowledge that the City cannot contract away its governmental powers and that certain approvals may require issuance by or cooperation from government bodies external to the City. The parties also acknowledge that, to be able to develop, construct and operate the Property as intended, Developer must obtain all of the governmental approvals described in this Agreement, including but not limited to, annexation, rezoning, conditional use permits, site plan review and approvals, extension of utilities and issuance of alcohol beverage licenses. Subject to applicable City ordinances and other applicable laws, the City shall use its best good faith efforts to grant any necessary governmental approvals on a timely basis. The City also shall not oppose Developer in seeking permits and approvals from all other governmental authorities with jurisdiction over the Property in connection with Developer's pursuit of any necessary approvals, including, but not limited to approvals from the U.S. Army Corps of Engineers ("ACOE"), the U.S. Fish and Wildlife Service ("USFWS"), the National Park Service ("NPS"), the Wisconsin Department of Natural Resources ("WDNR"), the Wisconsin State Historical Society ("WHS"), the Wisconsin Public Service Commission ("WPSC") and Sheboygan County.

(b) Acquisition of Property Rights. The parties acknowledge that Developer must acquire certain easement rights appurtenant to the Property in order to develop, construct and operate improvements on the Property consistent with the Site Plan. Accordingly, all rights and obligations under this Agreement are contingent upon Developer's acquisition of necessary easement rights on terms acceptable to Developer, including but not limited to, an access easement from WDNR.

(c) Time of the Essence. The City and Developer recognize that time is of the essence and agree to use commercially reasonable efforts to satisfy all of the conditions under this Agreement in a timely manner.

(d) General Outline. The parties intend that this Agreement will serve as a general outline governing the improvements described herein. Final plans for any public improvements shall be, subject to confirmation by Developer and the City's engineer of compliance with Developer's intended development plans, as generally noted on the Site Plan and applicable City standards. Any construction of the public improvements described herein shall commence only after Developer has given notification to the City in writing that Developer intends to commence construction and after satisfaction of all applicable conditions of this Agreement.

(e) No Covenant to Construct or Operate. Developer shall have no obligation to construct the improvements described herein. The parties acknowledge that the improvements are only necessary if Developer proceeds to develop the Property consistent with the Site Plan. The parties acknowledge that Developer has no obligation to construct, open or operate an 18-hole championship golf course and related improvements and amenities or any other improvements on the Property.

## 2. Representations and Warranties.

(a) Representations and Warranties of Developer. Developer makes the following representations and warranties which the City may rely upon in entering into this Agreement and upon which the City may rely in granting approvals, permits and licenses for the Property:

(i) Developer is a duly organized and existing corporation under the laws of the State of Wisconsin.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer.

(iii) Developer has circulated and executed petitions to annex the Property and adjacent lands to the City voluntarily and of its own accord. Developer seeks annexation to obtain more reliable fire and emergency services to the Property as well as to make municipal water services available at the Property. The City has not required annexation of the Property or adjacent lands, and in no way has the City influenced or induced Developer to annex the Property and/or adjacent lands to the City.

(b) Representations and Warranties of the City. The City makes the following representations and warranties which Developer may rely upon in entering into this Agreement and in developing the Property:

(i) The City is a duly organized and existing municipal corporation under the laws of the State of Wisconsin.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City.

(iii) The City has a present and demonstrable need for annexation of the Property and adjacent lands to extend urban services, promote development consistent with the City's Comp Plan, make available lands for needed growth of the City and otherwise promote the general welfare.

(iv) SR-5 Suburban Residential District zoning, together with an outdoor institutional conditional use permit including site plan approval intended to be issued for the Property, will permit the development, construction and operation on the Property of an 18-hole championship golf course and the other improvements and amenities generally depicted on the Site Plan. Upon issuance of those governmental approvals described in Section 1(a) above, Developer will have vested rights to develop, construct and operate the 18-hole championship golf course and all ancillary uses and additional uses permitted in the SR-5 Suburban Residential District.

3. City Obligations. Subject to the contingencies set forth in Section 1 above, the City shall be obligated as follows:

(a) Annexation. The City shall consider adoption of an ordinance annexing the Property and adjacent lands as presented by Developer. The City hereby acknowledges and agrees that the City's Comp Plan and the Economic Impact Study prepared by S.B. Friedman and Company dated May, 2017 and submitted by Developer support findings that annexation of the Property to the City serves the public interest and promotes and enhances the general welfare of the City and its citizens.

(b) Rezoning, Conditional Use Permit including Site Plan Review and Approval. The City shall consider rezoning the Property to SR-5 Suburban Residential District. Upon submittal of detailed plans by Developer, the City also shall consider issuing a conditional use permit for an 18-hole championship golf course, all related improvements and all ancillary uses as an "outdoor institutional" use including the site plan for such use and all related improvements and amenities.



(c) Licenses. The City shall consider granting and issuing to Developer at least two "Class B" liquor licenses to permit sales of alcoholic beverages for on-premises consumption on the Property, subject to Developer's qualification. If Developer is unable to transfer a license from another municipality, the City shall reserve licenses for Developer (which may be Reserve "Class B" licenses), such that licenses remain available for Developer within the City's municipal quota regardless of the date on which Developer completes development of the Property and opens for business to the general public.

(d) No Opposition Before Other Government Bodies. The City shall not oppose Developer in obtaining any necessary governmental approvals from other governmental bodies with jurisdiction over the Property, including but not limited to the ACOE, USFWS, NPS, WDNR, WHS, WPSC, and Sheboygan County.

(e) Reasonable Reviews. All reviews and inspections to be conducted and approvals to be granted by the City's engineers and/or building inspectors shall be prompt and shall extend only to reasonable confirmation of compliance with applicable City regulations and approved plans.

(f) Sanitary Sewer Service. The City represents and warrants to Developer that the Town of Wilson (the "Town") has installed and maintains 12 inch sanitary sewer mains in River Trails private drive and in Timberlake Road and that either or both of such mains may be extended to serve the Property, consistent with the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region (the "JST Agreement"), as the same may be amended from time to time. Upon the written request of Developer, the City shall cause the Town to permit the Property to be connected to Town sanitary sewer lines, the City shall obtain all necessary governmental permits to authorize such extensions, and the City shall treat all sewerage therefrom as contemplated in the JST Agreement. Notwithstanding anything herein to the contrary, the City expressly acknowledges, consistent with City Code section 122-336, that municipal sanitary sewer will become available to the Property upon completion of boring for Developer's laterals under the Black River and extension of said laterals in a manner and at a time determined to be feasible on an engineering basis by Developer and the City, but that temporary private septic is authorized to serve buildings including rest stations on the Property (and the City shall issue necessary permits therefor) until determined feasible by Developer and the City.

(g) Water Service. The City represents and warrants to Developer that the City has installed and maintains a 12 inch water line at the intersection of CTH KK and Riverdale Drive and that a water line may be extended from CTH KK and Riverdale Drive south within the right of way of CTH KK to Beach Park Road. The City shall process and issue any and all

permits and governmental approvals necessary to authorize the Property and adjacent lands being annexed to be connected to such extended water lines, subject to provisions of applicable law and as requested by Developer and other end users. In the event additional water pressure is needed on the Property, the Developer is responsible for all equipment or other installations to provide the additional water pressure to the Property. Notwithstanding anything herein to the contrary, the City expressly acknowledges, consistent with City Code sections 122-14, 122-15, 122-98 and 26-1005, that municipal water service will become available to the Property as extended within CTH KK and as determined feasible by Developer and the City, but that private wells are authorized to serve the Property (and the City shall issue necessary permits therefor), subject to the provisions of City ordinances and as otherwise authorized by the City.

(h) Police, Fire and Emergency Services. Immediately upon adoption of an ordinance to annex the Property to the City, the City shall provide police, fire and other emergency services to the Property.

(i) Town Property Taxes. The Developer shall be financially responsible for reimbursement to the City for any property tax differential for all properties owned by Developer and its affiliates as of the date of this Agreement that must be paid to the Town per the Wisconsin Statutes as a result of the annexation of the Property. The reimbursement shall be paid by the Developer no later than thirty (30) days after the Developer has received an invoice for such taxes from the City. In addition, Developer agrees to reimburse any owners who were included within but who did not execute the annexation petition described in Section 2 (a) (iii) for increased property taxes levied against their properties arising from the City's mill rate (as opposed to the Town's mill rate) for a period of five years from the date when annexation is final.

4. Developer's Obligations. If Developer determines that all conditions under Section 1 above are satisfied and Developer decides to construct the improvements generally depicted on the Site Plan, Developer shall undertake the following obligations, at Developer's sole cost and expense:

(a) Stormwater Management. In connection with developing the improvements generally depicted on the Site Plan, Developer shall design and construct related stormwater facilities on the Property as reasonably necessary to drain and manage the stormwater to be generated on the Property. Developer and the City shall cooperate to obtain any necessary government approvals relating to the management of stormwater generated on the Property and to cause all stormwater management facilities to comply with applicable government regulations.



(b) Sanitary Sewer. In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City to design extensions of the existing sanitary sewer lines (i) east from River Trail private drive and/or (ii) west and then south from Timberlake Road as deemed necessary by Developer to service the Property, provided, however, that Developer shall have the option of servicing improvements to be developed on the Property (including buildings and rest stations) with Developer's temporary private septic system until such time as municipal sanitary sewer will become available to the Property, as set forth in paragraph (3)(f) of this Agreement, and consistent with the provisions of Article VI, Division 4 of Chapter 122 of the Sheboygan Municipal Code. Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate sanitary sewer lines. Developer agrees to pay a fee of \$1,000 for each new connection to municipal sanitary sewers from the Property, provided that the \$1,000 per connection fee per structure shall be the only fee or charge for connection of the Property to municipal sewer lines and no other fee (inclusive of tap and lateral connection fees) shall be due under City Code section 122-196 or otherwise.

(c) Water.

(i) In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City and the Sheboygan Water Utility ("Utility") to design and extend a new water main south from the intersection of CTH KK and Riverdale Drive south within the right of way of CTH KK to Beach Park Road as deemed necessary by Developer to service the Property; provided, however, that Developer shall have the option of servicing the Property with Developer's private well system, pursuant to the provisions of applicable City ordinances and as otherwise agreed by the City. However, Developer agrees to connect its proposed improvements on the Property, including the clubhouse, irrigation system, maintenance building and cart building to municipal water service within three years of development, and the terms of such connection shall be a condition to any conditional use permit for an 18-hole championship golf course on the Property.

(ii) Developer agrees that it shall reimburse the equivalent third party costs of extending an 8-inch water main south from Riverdale Drive to Beach Park Road. The Utility reserves the right to determine the actual pipe size of the water main and pay any differential cost between the 8-inch and actual water main pipe size. Once water mains have been constructed, the Utility may charge additional connection charges as set forth in City Ordinance for new connections. City shall, for a period of 20 years after installation of that portion of the water main extension from Riverdale Drive to Beach Park Road, reimburse the Developer for any connection fees paid by benefitting Town property owners, less

the actual cost on a per-foot basis incurred by the City and not paid by the Developer of installing any portion of the extension past the parcel owned by the benefitting Town property owner in either the area to be annexed and in areas that are annexed in the future.

(iii) Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate water lines. Developer shall also pay all related fees for connecting the Property to the existing municipal water system. Additionally, Developer agrees that any connections to the water main from the Property shall be at Developer's expense. Developer agrees to comply with NR 812.26, Wisconsin Administrative Code, and all provisions of the City Municipal Code regarding private well abandonment on the Property. The Developer shall fill and seal any existing private well not specifically and solely used for an irrigation system within 12 months from the date of annexation or 90 days after connecting to the public water supply, whichever is later. Developer shall, in the design and construction of said laterals, cooperate fully with the requirements of the Fire Department related to the provision of fire hydrants along the lateral for fire suppression purposes.

(d) Traffic. Developer shall provide the City a traffic impact analysis by a consultant approved by the City confirming that no roadway upgrades are required in connection with developing the improvements generally depicted on the Site Plan. The City agrees that Excel Engineering is a consultant acceptable to the City.

(e) Manner of Construction. Any public improvement work shall be subject to review of plans and specifications and periodic inspections by the City's engineers and/or building inspectors to confirm compliance with applicable City regulations and approved plans. The City shall not accept final dedication of any public improvements until the public improvement work described above is complete.

(f) Detailed Plans. Prior to commencement of any vertical improvements on the Property, Developer shall obtain approval of detailed plans from the City's engineer and/or building inspectors, which shall be consistent with the attached Site Plan. The City shall not unreasonably withhold, delay or condition the issuance of any approvals outlined in this section. Contingent upon Developer's discretionary decision to develop the Property, Developer shall construct an 18-hole championship golf course and related improvements consistent with the approved plans described in this subsection.

5. Miscellaneous.

(a) Nondiscrimination. Each party agrees that neither the Property nor any portion thereof shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin, and that the development of and construction and operations on the Property shall be in compliance with all applicable laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

(b) Recording Fees. The Developer shall pay to the Sheboygan County Register of Deeds all recording fees due to the recording of this Agreement and any separate dedication instruments and/or grants for easement required hereunder, except as otherwise provided in this Agreement.

(c) Approximations. It is understood and agreed by the parties that all locations, dimensions and quantities of square feet set forth herein or in the exhibits attached hereto are preliminary and tentative. Before the plans for the development of the Property are finalized, each party reserves the right to make minor changes in dimensions, quantities and locations to best accommodate and facilitate the design, construction and operation of the Property, upon written notice to, but without the need for consent from, the other party.

(d) No Personal Liability. Under no circumstances shall any City Common Council member, officer, official, director, member, partner or employee of the City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

(e) Cost of Litigation and Reimbursement; Indemnification. Developer agrees to reimburse the City's actual costs incurred in connection with the annexation of the Property and adjacent lands, reviewing and approving Developer's plans to develop the Property, the zoning of the Property and adjacent lands, the issuance of permits and licenses (including but not limited to a conditional use permit) related to the Property, or the terms of this Agreement, up to a cap of \$200,000.00. Said cost shall include the costs of litigation, including expert witnesses, attorney fees charged by outside counsel on behalf of the City (which shall be chosen at the City's sole discretion) and all other costs related to preparing for or defending such a challenge. Additionally, Developer agrees to indemnify and hold harmless the City and all its officers, employees, agents, and affiliates from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from the annexation of the Property and adjacent lands, Developer's use and operation of the Property, the zoning of the Property and

adjacent lands, the issuance of permits and licenses (including but not limited to a conditional use permit) related to the Property, or the terms of this Agreement.

(f) **Force Majeure.** No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, acts of terrorists, strikes, fires, floods, acts of God, inclement weather, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

(g) **Parties and Interests; Survival of Agreements.** Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any party.

(h) **Remedies.** In the event of a party's default under this Agreement which is not cured within thirty (30) days after written notice thereof to the other party (or such longer time as may be reasonably required so long as a cure is being diligently pursued), the nondefaulting party shall have all rights and remedies available under law or equity with respect to said default, including but not limited to, the right to obtain specific performance.

All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies. Failure of a party to enforce any provision contained herein shall not be deemed a waiver of such party's rights to enforce such provision or any other provision in the event of a subsequent default.

(i) **Notices.** All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated below or such other address as may be designated by the party by written notice:

To the City: Susan Richards, City Clerk  
City of Sheboygan  
828 Center Avenue, Suite 100  
Sheboygan, WI 53081

With a copy to: Charles C. Adams, City Attorney  
City of Sheboygan  
828 Center Avenue, Suite 304  
Sheboygan, WI 53081

To Developer: James Robinson IV  
Senior Vice President - General Counsel  
Kohler Co.  
444 Highland Drive  
Kohler, WI 53044

With a copy to: Deborah C. Tomczyk  
Reinhart Boerner Van Deuren s.c.  
1000 North Water Street, Suite 1700  
P.O. Box 2965  
Milwaukee, WI 53201-2965

(j) Assignment of Rights. Neither party shall assign its rights or responsibilities under this Agreement without the prior written consent of the other party. The City hereby consents to Developer's assignment of its rights and obligations under this Agreement to an affiliated entity owned in whole or in part by Developer or any party having an ownership interest in Developer or controlled by or under common control with Developer.

(k) Amendment. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

(l) Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

(m) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

(n) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.



(o) **Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. Specifically, this Agreement remains in full effect even if the Developer chooses not to build an 18-hole championship golf course on the Property, or significantly changes its plans for the Property.

(p) **Recording of Agreement.** This Agreement must be recorded with the Sheboygan County Register of Deeds upon annexation of the Property.

(q) **Non-waiver of Statutory Protections by City.** Nothing herein shall be interpreted or construed as a waiver by the City of any statutory protections granted to the City, including but not limited to damage limitations, statutory immunities, or other protections of any kind. Developer acknowledges the City is entitled to a notice of claim prior to commencement of any litigation proceeding.

(r) **Address.** The Property will have a City address assigned at the time a building permit is issued. Developer shall include the City address of the Property in all marketing materials relating to the Property.

(s) **Complete Agreement.** This Agreement, including all definitions and all attached exhibits, which are hereby incorporated by reference, reflects the entire agreement of the parties. All prior understandings and negotiations are merged herein.

(t) **Developer Guarantee to City.** The parties agree that in no event shall Developer have any limitations on its rights to contest, challenge, or protest real estate taxes or other taxes assessed or imposed against the Property or any part thereof; provided, however, that as long as Developer continues to seek reimbursements under Section 4(c)(ii), Developer shall not take any action at Open Book, Board of Review, or in Circuit Court to reduce the assessed valuation of the Property to an aggregate assessed value lower than \$9,200,000. The parties further agree that the assessed value of the Property shall be determined consistent with Chapter 70 of the Wisconsin Statutes, and in no event shall the assessed value of the Property be limited to \$9,200,000. This provision shall automatically terminate when Developer ceases to seek reimbursements under Section 4(c)(ii).

(u) Public Access. Subject to applicable regulations and permits and/or agreements with governmental entities and/or other sovereign bodies with jurisdiction over the Property, including the State, ACOE, WDNR, and tribal governments, the Developer will provide appropriate levels of public access to unique ecosystems and to burial mounds on the Property during daylight hours. Such access, if approved by said governmental entities, may include walking trails and interpretive signs.

(v) Public Trust Compliance. Developer agrees that it shall not construct any barriers on the Property to prohibit access to Lake Michigan in violation of Wisconsin's public trust doctrine such that it shall be possible for walkers to traverse adjacent to the shoreline on dry land.

IN WITNESS, WHEREOF, the parties have executed this Agreement as of Nov 27, 2017.

CITY OF SHEBOYGAN  
BY Michael J. Vandersteen  
Michael J. Vandersteen, Mayor

BY Susan Richards  
Susan Richards, City Clerk

DEVELOPER:

KOHLER CO.  
BY [Signature]  
Its Sr. Vice Pres. - General Counsel

## EXHIBIT A

## Description of the Property

## LEGAL DESCRIPTION

Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey Map recorded in Volume 5, Page 198 and lands all being part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 all in Section 10; part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Government Lot 4 all in Fractional Section 11; part of the Northeast 1/4 of the Northeast 1/4 of Section 15; all of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, all of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and all of Government Lots 1, 2 and 3 and part of Government Lot 4 all in Fractional Section 14; part of Government Lot 1 in Fractional Section 23, all in Town 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin bounded and described as follows: Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line 149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 10; thence South 88°36'49" East along said North line 1294.59 feet to a

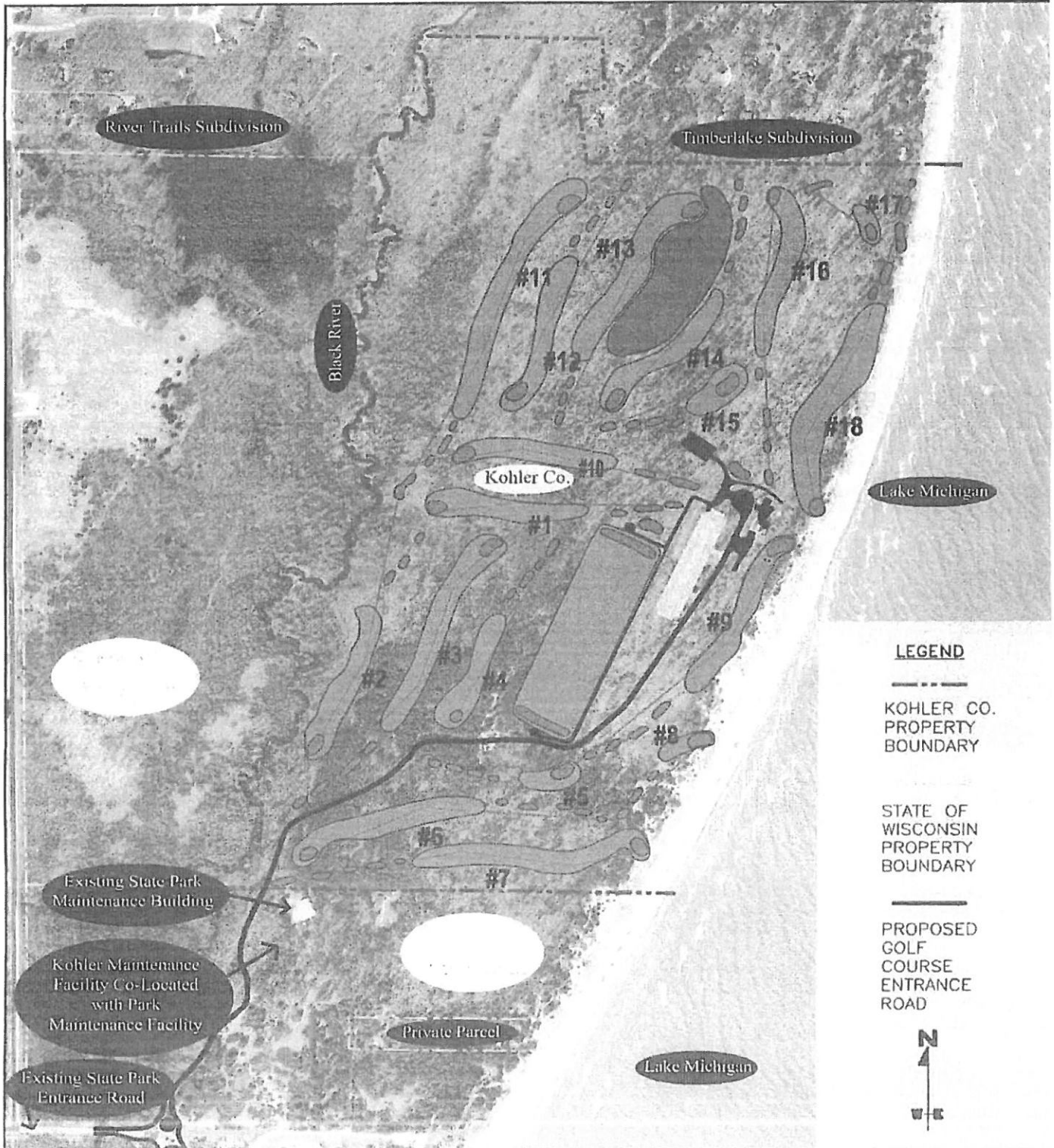


point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South 00°27'16" West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South 89°17'42" East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South 00°24'04" West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South 88°26'12" East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South 00°23'58" West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South 88°42'12" East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South 00°23'58" West along said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South 88°39'06" East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North 00°43'00" East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of River Trail; thence South 88°37'41" East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South 88°37'41" East 111 feet more or less from the thread of Black River; thence North 22°00'00" East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South 88°45'21" East 217 feet more or less from the thread of Black River; thence South 88°45'21" East along said North line 409.00 feet to a point marking the Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South 89°16'46" East along the South line of said Lot 296.14 feet to a point; thence South 01°23'32" East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South 81°37'16" West 171.28 feet to a point; thence South 00°34'44" West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North 88°34'44" East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South 06°58'30" East along the West line of said Lot 26 and 25 a distance of 310.73 feet to the Southwest corner of said Lot 25; thence South 89°13'44" East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North 89°13'44" West 194 feet more or less from the shore of Lake Michigan; thence South 22°12'00" West along said meander line 4257.36 feet to a meander corner, said point being North 89°02'42" West 357 feet more or less from the shore of Lake Michigan; thence North 89°02'42" West 902.55 feet to a point; thence South 00°17'46" East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North 89°21'46" West along said North line 304.57 feet to the Northwest corner of said lands; thence South 00°17'46" East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South 89°21'46" East along the South line of said lands 112.12 feet to a point; thence South 00°17'46" East 455.02 feet to a point; thence South 51°00'00" West 1201.92 feet to a point; thence South 87°57'52" West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North 02°02' 08" West along the West line of said Government Lot 800.00 feet to the point of beginning. Including those lands lying between the aforesaid meander line and the thread of Black River. Also including those lands lying between the aforesaid meander line and the shore of Lake Michigan.

June 9, 2017

# EXHIBIT B

## Site Plan



**CITY OF SHEBOYGAN**

**REQUEST FOR CITY PLAN COMMISSION CONSIDERATION**

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**ITEM DESCRIPTION:** Kohler Co. time extension request to a previously approved conditional use permit to construct a new golf course on Kohler Co. property north of Kohler-Andrae State Park between Black River and Lake Michigan.

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**REPORT PREPARED BY:** Ellise Rose, Associate Planner

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**REPORT DATE:** November 1, 2024

**MEETING DATE:** November 12, 2024

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

Wisconsin Statutes: N/A  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

On December 15, 2020, the City of Sheboygan Plan Commission approved a conditional use permit to construct a new golf course on Kohler Co. property north of Kohler-Andrae State Park between Black River and Lake Michigan. The Plan Commission approved the conditional use permit with 40 conditions of approval.

The Plan Commission incorporated a tolling provision in the conditions of the approved Conditional Use Permit to allow for the resolution of the seven lawsuits challenging Kohler’s golf course plans. All seven of the lawsuits brought to challenge Kohler’s golf course plans were resolved, six of them in Kohler’s favor. Kohler Co. had one year from the date that all lawsuits were resolved to either initiate development or request an extension. All lawsuits were resolved by December 4<sup>th</sup> 2023. Kohler Co. is now requesting an extension to their Conditional Use Permit approved on December 15<sup>th</sup>, 2020.

The applicant states the following:

- Kohler Co. respectfully requests the City Plan Commission (“CPC”) to extend the time limits for conditional use permit issued for its proposed new golf course north of Kohler-Andrae State Park between Black River and Lake Michigan. Specifically, condition no. 38 on page 20 of the CUP tolled the time limits under what is now Section 105-998(i) of the Sheboygan Zoning Ordinance, for the duration of lawsuits relating to the golf course project which have now concluded.
- The City issued the CUP for outdoor institutional use, a privately-owned golf course and for clear cutting based on plans submitted November 20, 2020. Those Plans included,

among other things, filling 3.69 acres of wetland as permitted by the U.S. Army Corps of Engineers and the Wisconsin Department of Natural Resources and swapping 4.59 acres of former parkland with DNR.

- City Plan Commission incorporated the tolling provisions in condition no. 38 of the CUP to allow for resolution of the seven lawsuits challenging Kohler's golf course plans which, undoubtedly, delayed Kohler's plans and had the potential to necessitate changes to those plans.
- Six of the seven lawsuits brought to challenge Kohler's previous golf course plans were resolved in Kohler's favor. However, a Wisconsin Court of Appeals held that DNR did not have sufficient information to issue the wetland individual permit which authorized Kohler to fill 3.69 acres of wetland.
- Kohler is in the process of redesigning its golf course plans to achieve all of the economic, recreational and tourism benefits described in the CUP while reducing impacts on natural resources. Most notably, Kohler is revising its golf course plans to:
  - Eliminate all direct impacts on wetlands and avoid all wetland filling
  - Relocate the golf course maintenance facility from former parkland to land currently owned by Kohler; and
  - Further reduce impervious surfaces
- Kohler has commenced and will continue to pursue permits for its revised plans with the appropriate regulatory authorities, including DNR.
- The CUP specifically accommodates adjustments to Kohler's golf course plan arising from subsequently issued permits. Language on pages 8 and 10 of the CUP provides: "Recognizing that the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers have specialized expertise and jurisdiction over permitting relating to various natural resources, the City's application of its natural resource protection regulations shall be subject to, conditioned upon, and automatically adjusted to conform to, any and all permits required from, and as issued by, those State and Federal authorities with jurisdiction over the Property." When revised golf course plans are available and have been vetted with the appropriate regulatory authorities, Kohler will submit the revised plans to City staff as described on page 7 of the CUP and consistent with Section 105-852, SZO.
- With this request, Kohler reaffirms its commitment to comply with all conditions and requirements of the CUP and applicable provisions of the SZO. Specifically, Kohler agrees to meet condition no. 34 on page 20 of the CUP which requires Kohler to obtain "official approval documentation/permits from the required governmental authorities including...DNR..."

### **STAFF COMMENTS:**

Section 105-998, Conditional Use Review and Approval, of the City of Sheboygan Zoning Ordinance states:

*The start of construction of any and all conditional uses shall be initiated within 365 days of their approval by Plan Commission and shall be operational within 730 days of said approval. Failure to initiate development within this period shall automatically constitute a revocation of the conditional use. **Prior to such a revocation, the applicant may request an extension of this period.** Said request shall require formal approval by Plan Commission and shall be based upon a showing of acceptable justification (as determined by Plan Commission).*

Today, the Plan Commission is reviewing the attached Kohler Co. time extension request letter. The letter has been forwarded to the Plan Commission because Kohler Co. is in the process of redesigning its golf course plans due to the fact that a Wisconsin Court of Appeals held that the DNR did not have sufficient information to issue the wetland individual permit which authorized Kohler to fill 3.69 acres of wetland.

### **ACTION REQUESTED:**

Staff recommends approval of the Kohler Co. time extension request and would recommend a new deadline date of **Dec 4, 2025**.

The City Plan Commission approved the Kohler Co. golf course conditional use permit with the following conditions and exceptions:

1. Prior to issuance of a building permit, the applicant shall obtain all licenses/permits as well as meet all required codes including but not limited to building, plumbing, electrical, HVAC, fire, water, sewer, storm drainage, alcohol, food, health, Federal, State of Wisconsin DNR, etc. (Applicant shall be in contact with building inspection, fire, police, etc.). An occupancy permit will be granted only at such time as the applicant has met all requirements.
2. The applicant has submitted a proposed landscape plan as Exhibit 13 of its application. That submittal has not yet been reviewed. If the plan is approved by the Manager of Planning and Zoning, the applicant shall comply with the plan. If the plan is not approved, the applicant shall resubmit a plan that is acceptable to the Manager of Planning and Zoning. In any case, applicant shall comply with the provisions of Subchapter 15-6 of the Sheboygan Zoning Ordinance and shall comply with the terms of an approved landscape plan.
3. The applicant's operations shall comply with Section 15.206(3)(b)(2)(a), SZO, ("Active Outdoor Public Recreation"), which requires facilities using night lighting and adjoining a residentially zoned property to install and continually maintain a bufferyard with a minimum opacity of 0.60. Said bufferyard shall be located at the property line adjacent to said residentially zoned property (except for approved exceptions and except that the bufferyard and fencing between the golf course and state park maintenance facilities shown on Landscape Plan 7A in Exhibit 13 are approved). If the staff has concerns about the proposed lighting or landscaping, the photometric and/or landscape plans can be brought back to the Plan Commission for review.
4. Dumpster(s) shall be screened/enclosed and constructed of like materials and colors as the building served and shall be completed prior to issuance of an occupancy permit for said building.

5. The applicant shall properly submit to and receive approval from the Director of Public Works for a stormwater management plan in compliance with the City's Post-construction Stormwater Management Zoning Ordinance (Appendix E to the Sheboygan Municipal Code) prior to issuance of a building permit.
6. Outdoor storage of materials, products or equipment shall be prohibited or completely screened from public view by fencing and landscaping.
7. Fencing/retaining wall shall be installed per Section 15.720(3)(c), SZO, except those granted an exception. Applicant shall work with staff with regard to constructing appropriate and well-designed fence/retaining wall and shall obtain the necessary permits prior to installation. If staff has any concerns with proposed fencing/retaining wall design, the matter may be brought back to the Plan Commission for their consideration.
8. Maximum height of fence is eight (8) feet high (peak of fence to grade).
9. Fence shall be located on the Kohler property. It is the applicant's responsibility to know where their lot lines are and to insure the fence meets the required setbacks.
10. All ground level and rooftop mechanicals shall be screened and/or enclosed and constructed of like materials and colors of the nearest building.
11. All new lighting shall be installed per Section 15.707, SZO.
12. The uses shall meet all performance standards pursuant to Subchapter 15-7, SZO, including but not limited to noise, lighting, vibration, etc., and except for exceptions specifically set forth in the application.
13. All areas used for parking or maneuvering of licensed vehicles shall be paved. Golf course operation and maintenance vehicles may traverse on gravel or grass throughout the course.
14. All parking areas that are not required to be paved shall be landscaped with grass and/or landscaping consistent with the landscape plans included in Exhibit 7.
15. Absolutely no portion of the new building and/or site improvements shall cross the exterior property line (buildings, parking, retaining walls, signs, landscaping, etc.), except those granted an exception.
16. Applicant shall meet Section 15.206(3)(b)(2)(b), SZO, Active Outdoor Public Recreation, which states all structures and active recreational areas shall be located a minimum of 50 feet from any residentially zoned property, except those granted an exception.
17. Applicant shall obtain the necessary sign permits prior to installation.
18. Applicant shall work with staff with regard to appropriate signage. Only at such time as the sign package has been reviewed, all necessary variances approved as provided in the Sheboygan Zoning ordinance and finally approved by the Manager of Planning and Zoning may the applicant obtain sign permits to install the proposed signage. If staff has any concerns with proposed signage design, the signs may be brought back to the Plan Commission for their consideration.
19. Applicant shall install individual letter signs – no cabinet or flat panel signs.
20. Applicant shall be permitted a freestanding monument sign for the site. The minimum setback of the monument sign is 12 feet. The maximum height of the monument sign is 8 feet. The sign shall comply with Chapter 98 of the Sheboygan Municipal Code, be approved by the Manager of Planning & Zoning, and be located outside of the 15 foot vision triangle.
21. Applicant shall immediately clean any and all sediments, materials, tracking, etc. that may be spilled off-site on private or public lands and streets.

22. All vehicles, equipment, materials, products, etc. shall be located on the Kohler property (no storage on public rights-of-way).
23. City Development staff will issue a building permit only if the applicant has adequately satisfied all applicable municipal regulations and terms of the related to the Sheboygan Water Utility.
24. City Development staff will issue a building permit only if the applicant has adequately installed fire protection measures approved by the Sheboygan Fire Department, including but not limited to fire lane access at the site, sprinkler systems, hydrants, water pressures, etc. consistent with Exhibit 7.
25. Applicant will provide adequate public access along all public streets and will take all appropriate actions to minimize the time period that these streets will be closed/affected, unless otherwise approved by the Director of Public Works.
26. Applicant is responsible for constructing all required public infrastructure improvements to properly service the site prior to occupancy (including, but not limited to, new street improvements, new and/or closed ingress/egress driveway openings, curb, gutter, sidewalk, pavement, utilities, retaining walls, street trees, street lights, street signs, etc.) as described in the Agreement. Any work within City of Sheboygan Public rights-of-way shall be discussed with the City Engineering Department and constructed to standard City specifications.
27. Applicant is responsible for all costs associated with the construction/installation of all required public infrastructure improvements for the project as set forth in the Agreement.
28. Streets and infrastructure damaged and/or disturbed during construction of all private and/or public improvements shall be promptly repaired by the applicant.
29. It will be the applicant's responsibility to work with all private and public utilities in order to provide easements and/or relocate utilities as necessary.
30. Applicant will take all appropriate actions to minimize the time period that adjacent properties are impacted by the development (utilities, streets, etc.).
31. Building permits shall be issued only at such time as the applicant has obtained all necessary permits from the Wisconsin Department of Natural Resources.
32. Applicant shall meet the 50 foot building setback under Subsection 3.0(1) of the City of Sheboygan Shoreline Zoning Ordinance and the 75 foot structure under Section 72.15(1)(a) of the Sheboygan County Code.
33. It is the applicant's responsibility to insure all construction takes place outside of the areas designated wetlands. Applicant may only impact areas designated as wetlands if and only if they have written documentation (license, permit, etc.) from the DNR permitting them to do so.
34. Building permits shall be issued only at such time as the applicant has obtained official approval documentation/permits from the required governmental authorities including but not limited to the Army Corp of Engineers (ACOE), US Fish and Wildlife Service (USFWS), National Park Service (NPS), Wisconsin Department of Natural Resources (WDNR), Wisconsin State Historical Society (WHS), Wisconsin, Public Service Commission (WPSC), Sheboygan County, etc.
35. Building permits shall be issued only at such time as the applicant can provide documentation that the lots have been combined into one (1) parcel which has been officially recorded by Sheboygan County.

36. Prior to issuance of a building permit, the applicant is responsible for providing all shared agreements/easements necessary for golf course development and operation between the Kohler Company and adjoining properties including but not limited to ingress/egress, shared access, utilities, etc.
37. The applicant shall submit plans to the City of Sheboygan Architectural Review Board for review. Building permits shall be issued only at such time as the Architectural Review Board has approved the proposed architectural plans.
38. The conditional use permit time limits shall be tolled for the duration of any lawsuits relating to the golf course project provided the applicant proceeds to develop the property consistent with the approved conditional use permit and site plan. At such times as all lawsuits are completed, the conditional use permit time limits shall begin.
39. Applicant shall comply the terms of the Developer's Agreement.
40. If there are any amendments to the approved conditional use permit, site plan, etc., the applicant will be required to submit a new conditional use application reflecting those amendments.

Exceptions granted:

1. To authorize a taller observation tower, the Lake Michigan observation tower will be approximately 60 feet above the surrounding grade with an overall height of 80 feet to the top of the structure.
2. To avoid the use of curb adjacent to landscaped areas, maintaining the existing rural setting in the adjacent State Park.
3. To install an eight (8) foot tall fence around the maintenance facility for security, safety and screening purposes.
4. To have 25-foot setbacks for the maintenance building from residentially zoned property.
5. To locate the #7 tees within the 50-foot setback for actively used outdoor recreational areas from any residentially zoned property.
6. To the paving setback to allow two (2) access points: the point where the entrance road first enters Kohler Co. property near the proposed maintenance buildings and the proposed access drive to the existing State Park maintenance facility.

**ATTACHMENTS:**

Extension Request Letter and required attachments.