



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

PLAN COMMISSION MEETING **TUESDAY, FEBRUARY 13, 2024 AT 6:30 PM** **Village Hall Council Room** **250 Williams Street** **Williams Bay, WI 53191**

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Minutes
 - A. Plan Commission Meeting Minutes of January 16, 2024
- V. Recommendation and Possible Action for Site Plan and Architectural Design Review Amendment
 - A. APPLICANT: Casey Tormoen, Upscale Lodging, LLC (Owner)
TAX KEY: WOP 00067
STREET ADDRESS: 47 W. Geneva St, Village of Williams Bay
The applicant is requesting approval of an amendment to site plan and architectural design review for building additions using asphalt roofing material rather than metal roofing material in an existing commercial development in the Village Center District per Section 390-1206 *Site Plan* and Section 390-0705 *VCO Village Center Design Overlay District*.
- VI. Recommendation and Possible Action for an Extraterritorial Condominium Plat Addendum
 - A. APPLICANT: John Berget, North by Northwest Storage, LLC (Owner)
TAX KEY: FNNW 00001 through FNNW 00034
STREET ADDRESS: 4954 Hwy. 50, Town of Delavan
The applicant is requesting approval of a condominium plat addendum to convert on of the existing rental storage buildings into an owner-occupied condominium building.
- VII. Adjournment

Bill Duncan
Chairman

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 02/06/2024 5:00 PM



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Phone: 262-245-2700

UNOFFICIAL MINUTES PLAN COMMISSION MEETING 1/16/2024 MEETING

TUESDAY, JANUARY 16, 2024 AT 6:30 PM

VILLAGE HALL COUNCIL ROOM

250 WILLIAMS STREET

WILLIAMS BAY, WI 53191

**A QUORUM OF THE VILLAGE BOARD MAY BE PRESENT. NO VILLAGE BOARD
BUSINESS WILL BE DISCUSSED.**

I. Call to Order

President Duncan called the meeting to order at 06:30pm.

II. Roll Call

Present: President Bill Duncan, Trustee Lowell Wright, Commissioners Pat Watts, Maggie Gage, Marianne Klemke, Matt Robbins, James Killian

Also Present: Zoning Administrator Bonnie Schaeffer, Police Chief Timm, Village Engineer Doug Snyder, Clerk Tina Kolls

Excused: Commissioner Jess Haak

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

IV. Minutes

A. Plan Commission Meeting Minutes of December 12, 2023

The motion to approve the Plan Commission Meeting Minutes of December 12, 2023 was initiated by Commissioner Klemke and seconded by Commissioner Robbins. Unanimously carried.

V. Recommendation and Possible Action for Site Plan and Architectural Design Review

A. APPLICANT: Casey Tormoen, Upscale Lodging, LLC (Owner)

TAX KEY: WOP 00067

STREET ADDRESS: 47 W. Geneva St, Village of Williams Bay

The applicant is requesting approval of a revised site plan and architectural design review for building additions in an existing commercial development in the Village Center District per Section 390-1206 *Site Plan* and Section 390-0705 *VCO Village Center Design Overlay District*.

The motion to recommend Village Board approval of a revised site plan and architectural design review for building additions to an existing commercial development in the Village Center District per Section 390-1206 *Site Plan* and Section 390-0705 *VCO Village Center Design Overlay District* with the conditions that a more detailed landscape plan is provided to and approved by Village Staff and the Village Engineers recommendations for WDOT approval to be obtained to work in the West Geneva Street right-of-way and that verification is received that having one set of plans for all buildings is allowed by the Building Inspector are met was initiated by Trustee Wright and seconded by Commissioner Gage. Unanimously carried.

VI. Public Information Presentation

- A.** APPLICANT: Aurora University (Owner), Topography, Inc. (Contractual Buyer), Nick Egert (Agent)
TAX KEY: WWUP 00011
STREET ADDRESS: 350 Constance Blvd, Village of Williams Bay

The applicant is presenting conceptual plans for reuse of the Aurora University George Williams campus as a retreat center & amphitheater, a country inn including a restaurant and spa, and a nature preserve.

The conceptual plan for The Preserve was presented by Attorney Nick Egert, Topography Founder & CEO Liam Krehbiel and Historical Concepts Senior Principal Kevin Clark.

VII. Adjournment

The motion to adjourn was initiated by Commissioner Gage and seconded by Commissioner Watts at 07:34pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

These are not official Minutes until approved by the Governing Body.

GENERAL NOTES:

1. ALL DOORS USED AS EXITS SHALL OPEN WITHOUT THE USE OF A KEY IN THE DIRECTION OF EGRESS.
2. ALL INTERIOR FINISHES SHALL BE CLASS 1.
3. OWNER/GC SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN FIELD AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
4. ALL GLAZED DOORS AND Sidelights SHALL HAVE TEMPERED INSULATING GLASS.
5. DIMENSIONS SHOWN ARE TO DRYWALL OR OTHER FINISH MATERIAL UNLESS OTHERWISE NOTED.
6. MIN STAIR TREAD DEPTH = 7" + 1" NOSING; MAX STAIR RISE HEIGHT = 8".
7. HANDRAILS ON STAIRS SHALL BE LOCATED AT 2'-10" ABOVE NOSING.
8. HANDRAILS AT BALCONIES SHALL BE LOCATED AT 3'-6" ABOVE FINISH FLOOR.
9. THE SILL PLATES OF SUB-GRADE PARTITIONS SHALL BE WOLMANIZED LUMBER.
10. ALL BLOCKING TO BE FIRE RETARDANT.
11. VERIFY ALL WINDOW AND DOOR OPENINGS WITH WINDOW AND DOOR MANUFACTURER.

PERFORMANCE OF THE WORK

1. ALL PARTIES PERFORMING WORK OF THE PROJECT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL, LOCAL, STATE AND NATIONAL CODES, STANDARDS, AND ORDINANCES.
2. PERFORMANCE OF THE WORK SHALL COMPLY WITH THE CONTRACT DOCUMENTS.
3. ALL WORK SHALL BE OF THE HIGHEST QUALITY FOLLOWING THE CONTRACT DOCUMENTS AND THE BEST ACCEPTED TRADE PRACTICES AND STANDARDS.
4. INVESTIGATE EXISTING CONDITIONS, VERIFY AND BE RESPONSIBLE FOR ALL REQUIREMENTS OF THE PROJECT. NOTIFY THE ARCHITECT IN WRITING OF ANY CONDITIONS CONTRARY TO THE CONSTRUCTION DOCUMENTS THAT REQUIRE MODIFICATION BEFORE PROCEEDING WITH THE WORK.
5. ACCEPTANCE OF THE WORK BY THE OWNER SHALL BE A CONDITION OF THE FULFILLMENT OF THE CONTRACT.
6. MAINTAIN THROUGHOUT THE CONSTRUCTION PERIOD, A CERTIFICATE OF INSURANCE FOR ALL LIABILITIES, WITH A HOLD HARMLESS CLAUSE, PROTECTING THE OWNER AND THE ARCHITECT.
7. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL GOVERN. PRINTED DRAWINGS MAY BE REPRODUCED AT A SCALE DIFFERENT THAN INTENDED BY THE ORIGINAL DRAWING. SUBMIT WRITTEN REQUEST FOR RESOLUTION OF ANY DIMENSIONAL DISCREPANCIES FROM THE ARCHITECT.
8. WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, CONSULT THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
9. VERIFY ALL DIMENSIONS, INCLUDING BUT NOT LIMITED TO EXISTING CONDITIONS, LAYOUT OF THE WORK, AND WORK ALREADY INSTALLED BEFORE PROCEEDING WITH NEW WORK.

LIMIT OF WARRANTY OF ARCHITECT'S/ENGINEER'S WORK PRODUCT:

THE ARCHITECT/ENGINEER AND HIS CONSULTANTS DO NOT WARRANTY OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE WORK BEYOND A REASONABLE DILIGENCE IF ANY ERRORS, DISCREPANCIES OR OMISSIONS ARE FOUND TO EXIST IN THE WORK PRODUCT. THE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ARCHITECT/ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ARCHITECT/ENGINEER FROM ANY RESPONSIBILITY OF SUCH FAILURE. ACTION TAKEN WITHOUT KNOWLEDGE AND CONSENT THE ARCHITECT/ENGINEER OR IN CONTRADICTION TO THE WORK PRODUCT OR THE RECOMMENDATIONS OF THE ARCHITECT/ENGINEER SHALL BECOME THE RESPONSIBILITY OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

COORDINATION AND SUBSTITUTION

1. COORDINATE WORK OF ALL TRADES WITH ONE ANOTHER IN ORDER TO AVOID INTERFERENCES TO PRESERVE MAXIMUM HEAD ROOM AND TO AVOID OMISSIONS.
2. PROPOSED CHANGES TO ANY CONSTRUCTION MATERIALS, DETAILS, ASSEMBLIES AND SYSTEMS, ETC., SHALL BE SUBMITTED IN WRITING TO THE ARCHITECT.

NOTE:

THE INFORMATION SHOWN ON THESE DRAWINGS IS BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME TO THE ARCHITECT/ENGINEER. THIS INFORMATION CANNOT BE GUARANTEED TO SHOW EVERY EXISTING CONDITION. THE CONTRACTORS SHALL READ AND STUDY THE TOTAL SET OF PLANS FOR ALL WORK. CONTRACTOR MUST VISIT THE SITE AND DETERMINE ALL FIELD CONDITIONS. ALL DIMENSIONS SHALL BE VERIFIED AND ALL DISCREPANCIES SHALL BE REPORTED TO ARCHITECT PRIOR TO BID SUBMISSIONS.

THE INFORMATION SHOWN IN THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY. THE GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE SHOP DRAWINGS ARE FOR BIDDING PURPOSES ONLY. GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE SHOP DRAWINGS COORDINATED WITH ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, AND STRUCTURAL DESIGN FOR REVIEW AND APPROVAL BY THE A/E OF RECORDS.

LIABILITY INSURANCE:

PROVIDE LIABILITY INSURANCE (HOLD HARMLESS AGREEMENT); THE CONTRACTOR SHALL MAINTAIN CONTRACTUAL LIABILITY INSURANCE TO COVER LIABILITY ASSUMED UNDER THE FOLLOWING AGREEMENT: THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS OWNER AND ARCHITECT/ENGINEER AND THEIR PARTNERS, AGENTS, AND EMPLOYEES AGAINST ANY LOSS, DAMAGE OR EXPENSE FOR WHICH THE OWNER AND ARCHITECT/ENGINEER MAY BECOME LIABLE ON AN ACCOUNT OF BODILY INJURY INCLUDING DEATH, OR PROPERTY DAMAGE SUSTAINED BY ANYONE WHICH MAY ARISE OUT OF OR RESULT FROM THE OPERATIONS OF THE CONTRACTOR OR OF THOSE EMPLOYED BY HIS AGENTS OR SERVANTS INCLUDING HIS SUBCONTRACTORS. IN THE EXECUTION OF ANY WORK INCLUDED UNDER THIS CONTRACT, WHETHER OR NOT IT SHALL BE CLAIMED THAT THE INJURY OR DAMAGE WAS CAUSED THROUGH A NEGLIGENT ACT OR OMISSION OF THE OWNER AND ARCHITECT/ENGINEER, THEIR AGENTS, SERVANTS OR EMPLOYEES, OR BY ANY OTHER PERSONS WHOMSOEVER; AND THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, APPEAR, DEFEND, PAY ALL COSTS AND EXPENSE, INCLUDING ATTORNEYS FEES AND PAY ALL JUDGEMENTS IN CONNECTION WITH LIABILITY ASSUMED HERE UNDER. THE FOLLOWING INDEMNIFICATION SHALL ALSO INCLUDE ALL LIABILITY OF THE OWNER, ARCHITECT/ENGINEER AND OTHER MENTIONED PERSONS ARISING UNDER THE SO CALLED "STRUCTURAL WORK ACT" (CH.48 SEC.45-49 ILLINOIS REVISED STAT.) EACH AND EVERY CONTRACTOR AND SUBCONTRACTOR WHEN ACCEPTING CONTRACTUAL OBLIGATIONS FOR THIS PROJECT WHETHER FILED WITH OWNER OR NOT, THAT THEY HAVE IMPLIED AGREEMENT TO THE ABOVE ITEM, (HOLD HARMLESS AGREEMENT AND ITS SPECIFIC WORDING).

PROJECT ADDRESS:

47 W. GENEVA ST.
WILLIAMS BAY, WI

SCOPE OF WORK:

INTERIOR ALTERATIONS AND 1-STORY FRAME ADDITION
TO AN EXISTING 1-STORY FRAME & MASONRY 2-UNIT BUILDING.
MECHANICAL, ELECTRICAL & PLUMBING PER PLANS.

CONSTRUCTION TYPE V - (WOOD FRAME)
OCCUPANCY TYPE - R-1

ZONING STATISTICS:

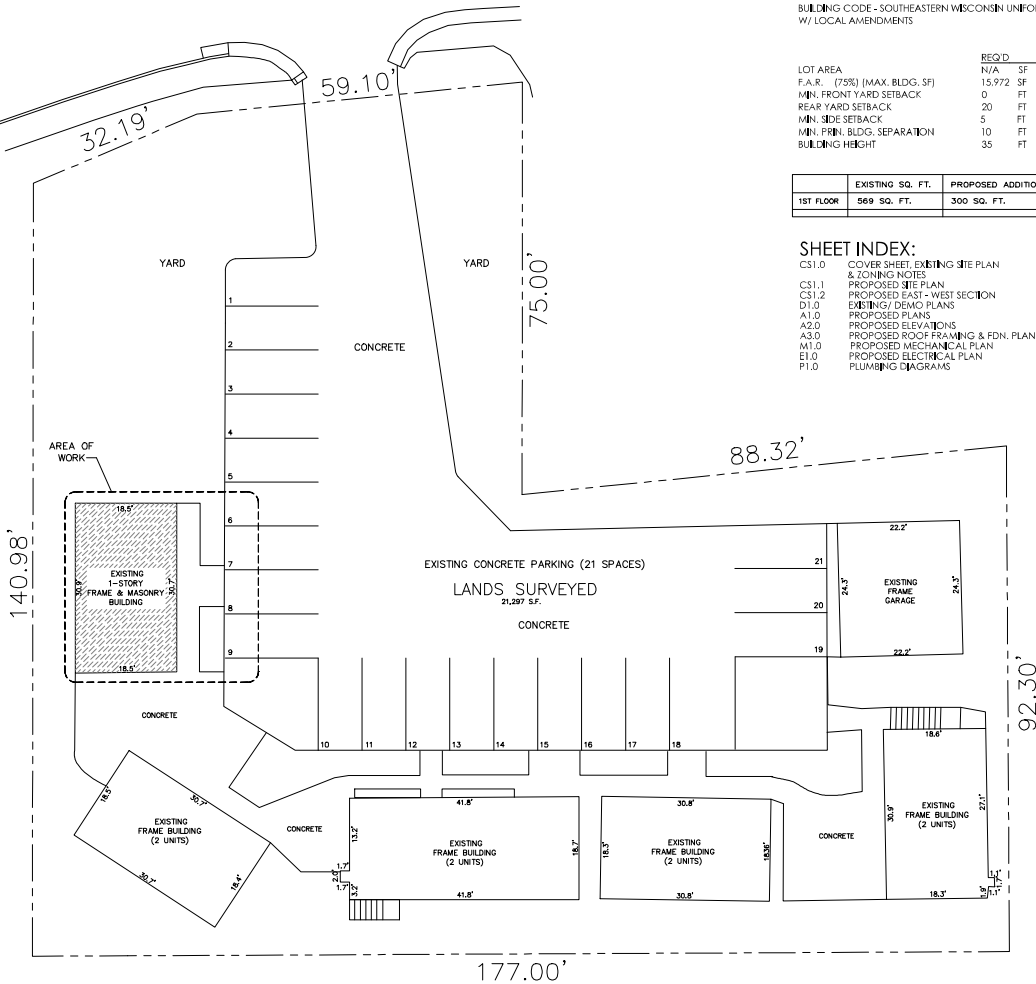
ZONING DISTRICT: VC - VILLAGE CENTER
BUILDING CODE - SOUTHEASTERN WISCONSIN UNIFORM BUILDING CODE
LOCAL AMENDMENTS

	REQ'D	EXIST'G	PROPOSED
LOT AREA	N/A SF	21,297 SF	N/A SF
F.A.R. (75%) (MAX. BLDG. SF)	15,972 SF	3,600 SF	3,870 SF
MIN. FRONT YARD SETBACK	0 FT	64.5 FT	64.5 FT
REAR YARD SETBACK	20 FT	51.6 FT	51.6 FT
MIN. SIDE SETBACK	5 FT	7.73 FT	7.73 FT
MIN. FRONT BLDG. SEPARATION	10 FT	14.23 FT	14.23 FT
BUILDING HEIGHT	35 FT	12 FT	12 FT

	EXISTING SQ. FT.	PROPOSED ADDITION	PROPOSED TOTAL SQ. FT.
1ST FLOOR	569 SQ. FT.	300 SQ. FT.	869 SQ. FT.

SHEET INDEX:

- CS1.0 COVER SHEET, EXISTING SITE PLAN & ZONING NOTES
- CS1.1 PROPOSED SITE PLAN
- CS1.2 PROPOSED EAST - WEST SECTION
- D1.0 EXISTING/ DEMO PLANS
- A1.0 PROPOSED PLANS
- A2.0 PROPOSED ELEVATIONS
- A3.0 PROPOSED ROOF FRAMING & FDN. PLAN
- M1.0 PROPOSED MECHANICAL PLAN
- E1.0 PROPOSED ELECTRICAL PLAN
- P1.0 PLUMBING DIAGRAMS



1 EXISTING SITE PLAN
SCALE: 1/8"=1'-0"

ARCHITECT'S CERTIFICATION AND SEAL:
I HEREBY CERTIFY UNDER OATH THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM FAMILIAR WITH THE CONTENTS AND REQUIREMENTS OF THE RULES OF BOARDING AND REGULATION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF AND FAITH, THEY COMPLY WITH THE BUILDING CODES AND OTHER APPLICABLE ORDINANCES OF THE TOWNSHIP OF WILLIAMS BAY, WISCONSIN.

CARLOS PINA
CHICAGO, IL 60614
773-525-3001
Cpin@606.com

DATE: 07/14/2023



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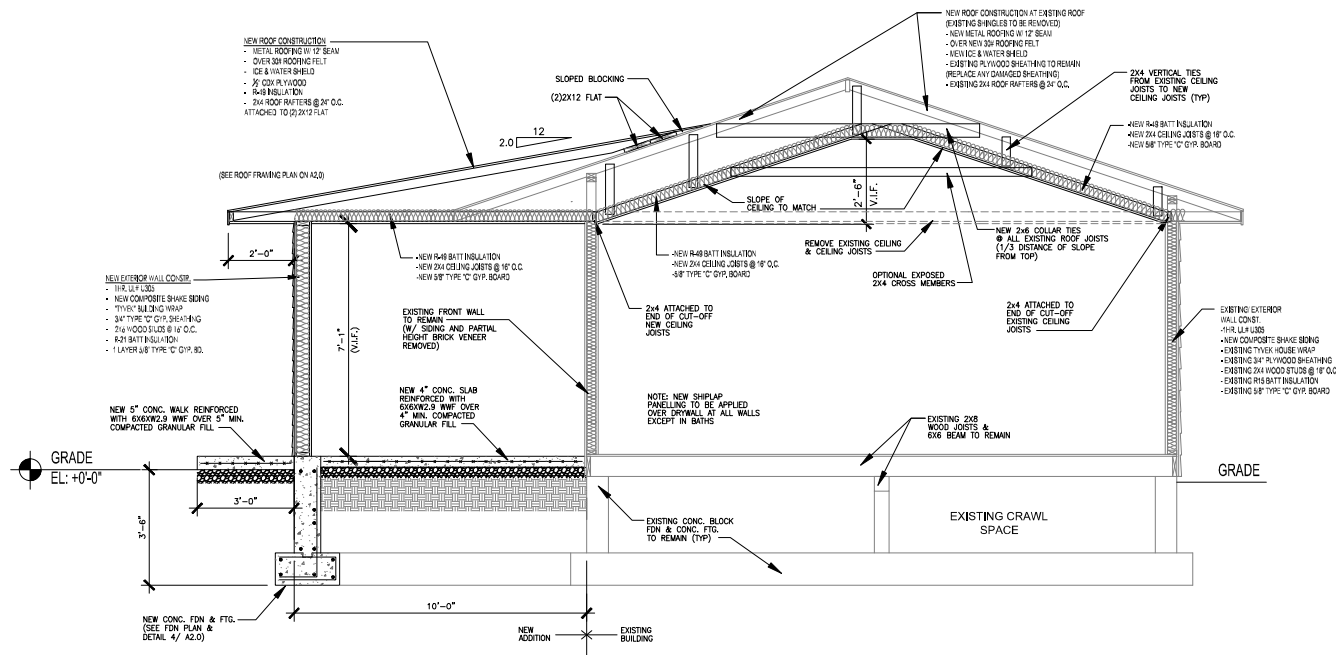
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PROJECT ARCHITECT:
CP
DRAFTER/PERSON:
ISA
APPROVED:
JP

PREPARED FOR:
-
LOCATION:
47 W GENEVA ST.
WILLIAMS BAY, WI 53191
JOB NUMBER:
28 - 2023

CS1.0



1 EAST-WEST BUILDING SECTION
SCALE: 1/2"=1'-0"

NO.	DESCRIPTION	DATE	FOR REVIEW
1		7-4-2023	
2			
3			
4			
5			
6			
7			
8			
9			
10			

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DRAFTSPERSON:
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JP

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LOCATION:
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WILLIAMS BAY, WI 53191

JOB NUMBER:
28 - 2023



CS1.2

SEE DOCUMENTS PREPARED BY STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERS AND ALL OTHER CONSULTANTS FOR VOICE/DATA DEMOLITION WORK, INCLUDING BUT NOT LIMITED TO DEMOLITION OF EXISTING WIRING, HEATING, VENTILATION, AND AIR CONDITIONING, ELECTRICAL, VOICE/DATA, PLUMBING, AND OTHER MATERIALS AND SYSTEMS, COORDINATE DEMOLITION OF ALL TRADES,

11. ALL ITEMS THAT ARE NOT INDICATED TO BE REMOVED (INCLUDING ITEMS TO BE SALVAGED), SHALL BE CAREFULLY PROTECTED FROM DAMAGE DURING DEMOLITION OPERATIONS. THE USER IS TO ELIMINATE THE POSSIBILITIES OF DAMAGE TO SUCH ITEMS, DUE TO EXISTING ITEMS OR SURFACES THAT REMAIN, SHALL BE REFINISHED, REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AND ARCHITECT AT NO ADDITIONAL COST.

12. ALL ITEMS OF EXISTING EQUIPMENT, MATERIALS, FIXTURES, ETC., SHALL REMAIN THE PROPERTY OF THE TENANT. ALL SALVAGED AND/OR REUSABLE ITEMS SALVAGED DURING DEMOLITION OPERATIONS SHALL BE REMOVED AND RETAINED FOR LATER REINSTALLATION. ITEMS INSPECTED AND REJECTED BY THE OWNER OR DESIGNER SHALL BE DISPOSED OF BY THE CONTRACTOR.

13. DURING DEMOLITION AND/OR REMOVAL OF EXISTING CONSTRUCTION IS INDICATED, IT IS INTENDED TO SHOW THE GENERAL NATURE OF EXISTING CONDITIONS AND EXTENT OF WORK. IT IS NOT TO BE CONSIDERED A RECORD DRAWING OF EXISTING CONDITIONS.

14. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE ACTUAL CONDITION OF ALL STRUCTURES TO BE REMOVED, CONDITIONS EXISTING AT THE TIME OF INSPECTION. INCLUDING PURPOSES TO BE MAINTAINED BY THE OWNER INSOFAR AS PRACTICABLE, HOWEVER, VARIATIONS WITHIN THE STRUCTURE MAY OCCUR BY THE OWNER'S REMOVAL AND SALVAGE OPERATIONS PRIOR TO THE START OF DEMOLITION WORK, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THESE CONDITIONS PRIOR TO STARTING THE PROGRESS OF THE WORK.

15. THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF METHODS AND OPERATIONS FOR ALL DEMOLITION AND REMOVAL WORK FOR THE OWNER'S INFORMATION. THE SCHEDULE SHALL INDICATE COORDINATION REQUIRED WITH THE BUILDING MANAGEMENT AND ALL TRADES, INCLUDING SHUTOFF, AND THE DEMOLITION AND REMOVAL OF EXISTING STRUCTURE OF ANY TEMPORARY UTILITY LINES AND PROTECTIVE MEASURES.

16. PRIOR TO DEMOLITION AND BEFORE SUBMISSION OF PROPOSED METHODS AND SEQUENCE OF OPERATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FOR REFERENCE ANY EXISTING RECORD DRAWINGS AND FOR CONDUCTING A FIELD SURVEY AND FIELD TESTING TO DETERMINE THE NATURE OF THE WORK TO BE REMOVED.

17. THE CONTRACTOR SHALL DISCONNECT OR SHUT OFF AND CAP ALL MECHANICAL, ELECTRICAL AND PLUMBING SERVICES TO ALL AREAS WHERE WORK IS TO BE REMOVED OR RELOCATED, REMOVE ALL HVAC AND PLUMBING EQUIPMENT AND RELATED DUCTWORK, AND PIPING IN ALL AREAS WHERE WORK IS TO BE PERFORMED. RETURN ALL ITEMS AS REQUIRED BY THE OWNER AND/OR BUILDING MANAGEMENT.

18. PROVIDE TEMPORARY AND PERMANENT SUPPORT AS NECESSARY TO MAINTAIN THE INTEGRITY OF ADJACENT AND EXISTING STRUCTURES, THIS INCLUDES, BUT IS NOT LIMITED TO PROVIDING SUPPORT BRACING, FRAMING, SHORING, CLEAN AND TRIMMED PARTITIONS, FLOOR SUPPORTS, PARTITIONS, BEARING WALLS, WALL OPENINGS, FLOOR OPENINGS, AND/OR BUILDING STRUCTURE.

19. PROVIDE CLEAN AND STRAIGHT CUT BETWEEN EXISTING AREAS TO REMAIN AND EXISTING AREAS TO BE DEMOLISHED.

20. DEMOLITION WORK SHALL BE CONDUCTED IN A CAREFUL AND ORDERLY MANNER, AND IN ACCORDANCE WITH ANY AND ALL REQUIREMENTS SET FORTH BY STATE AND LOCAL AUTHORITIES, CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION TO PERSONS AND PROPERTY WITHIN THE BUILDING.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TEMPORARY BRACING OF ALL WALLS AS REQUIRED DURING DEMOLITION AND REMOVAL OF STRUCTURE.

22. THE CONTRACTOR SHALL COMPLY WITH ALL STATE & COUNTY, DEPARTMENT OF HEALTH STANDARDS DURING DEMOLITION OPERATIONS.

23. EXISTING WALLS AND CEILINGS SCHEDULED TO REMAIN THAT ARE DISTURBED DURING DEMOLITION SHALL BE PATCHED AND REPAIRED AS REQUIRED TO ALLOW ACCESS TO ALL AREAS, SURFACES, UTILITIES AND MATERIALS THAT CAN NOT BE REPAIRED SHALL BE REPLACED WITH NEW MATERIALS.

24. CONTRACTOR SHALL PATCH AND REPAIR ALL FLOOR SURFACES AS MAY BE REQUIRED AT AREAS OF EXISTING WALLS OR FLOORING SCHEDULED TO BE REMOVED.

25. CONTRACTOR SHALL REMOVE PORTIONS OF EXISTING CONCRETE FLOOR SLAB AS MAY BE REQUIRED FOR INSTALLATION OF NEW UNDER SLAB SANITARY WASTE AND VENT PIPING, BACKFILL AND PATCH FLOOR SURFACES AS REQUIRED TO CREATE A SMOOTH CONTINUOUS FLOOR FINISH, LEVEL WITH EXISTING ADJACENT FLOOR SURFACES.

26. ALL MATERIALS NOT TO BE REMOVED SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A PROPER MANNER.

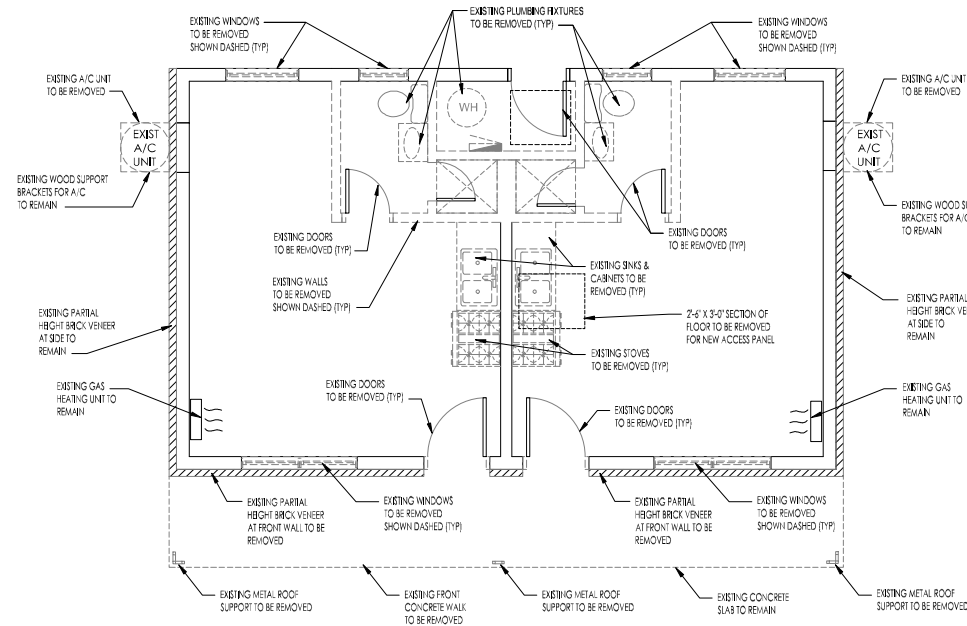
27. IT IS THE INTENTION THAT UPON COMPLETION OF DEMOLITION, THE BUILDING BE FREE AND CLEAR OF ALL STRUCTURE AND FINISHES NOT SCHEDULED TO BE REUSED IN THE NEW DESIGN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY AND ALL ITEMS AS REQUIRED TO ACHIEVE SUCH A STATE.

28. THE CONTRACTOR SHALL CONSULT WITH THE OWNER FOR THE DISPOSITION OF ALL ITEMS NOT SCHEDULED FOR REUSE.

29. THE CONTRACTOR SHALL NOT COMMENCE WORK UNTIL ITEMS TO BE REMOVED HAVE BEEN IDENTIFIED AND THE CONTRACTOR HAS TAKEN ALL PRECAUTIONS TO AVOID DAMAGING THOSE ITEMS WHICH HAVE BEEN SPECIFIED BY THE OWNER TO BE SALVAGED, STOCKPILED.

30. IT IS THE INTENTION THAT ALL FLOOR DRAINS AND FLOOR CLEANOUTS REMAIN IN PLACE UNLESS NOTED OTHERWISE ON THE PLANS, REMOVE GRAVEL AND COVERING AS REQUIRED FOR LEANING AND REPLACEMENT.

31. CONTRACTOR SHALL SHOW STRUCTURE TO BE REMOVED TO ALL AND MAINTAIN SHORING IN PLACE UNTIL NEW SUPPORTS ARE INSTALLED.



1 EXISTING/ DEMO PLAN 

KEY NOTES:

	EXISTING MASONRY WALL TO REMAIN
	EXISTING WALL TO REMAIN
	EXISTING WALL TO BE DEMOLISHED

[illegible]

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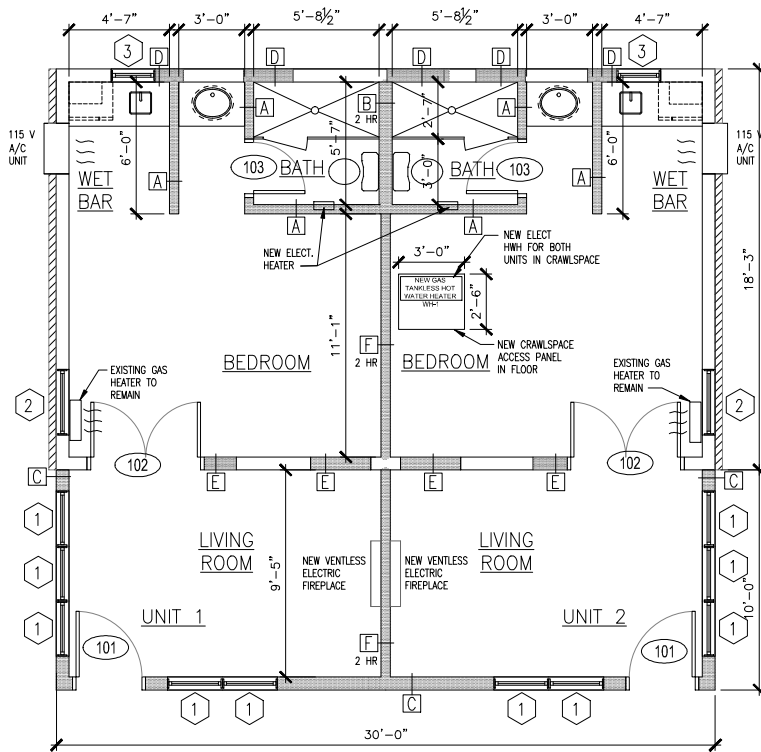
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PROJECT ARCHITECT:
CP
DRAFTPERSON:
BSA
APPROVED :
JG

PREPARED FOR :
--
--
LOCATION :
47 W GENEVA ST.
WILLIAMS BAY, WI 53191
JOB NUMBER :
26 - 2023

D1.0



1 PROPOSED FLOOR PLAN
SCALE: 3/8"=1'-0"

DOOR SCHEDULE

NO.	LOCATION	SIZE	MATERIAL	TYPE	QTY.	FINISH		FRAME DATA		FINISH		NOTES
						INT.	EXT.	MAT'L	TYPE	INT.	EXT.	
101	FRONT ENTRY	3'-0" X 6'-8" X 1 3/4"	WOOD	HINGE	2	PNT.		WOOD	-	PNT.		NEW
102	BEDROOM	5'-0" X 6'-8" X 1 3/4"	WOOD	DBL. HINGE	2	PNT.		WOOD	-	PNT.		NEW
103	BATH	2'-4" X 6'-8" X 1 3/4"	WOOD	HINGE	2	PNT.		WOOD	-	PNT.		NEW

- OWNER/CONTRACTOR TO VERIFY SIZE OF ALL OPENINGS IN FIELD.
- DOOR HARDWARE FOR EXIST DOORS TO ALLOW EGRESS WITHOUT THE USE OF A KEY.
- B-LABEL DOOR WITH SELF-CLOSING HARDWARE.

WINDOW SCHEDULE

NO.	LOCATION	SIZE (W X H)	MATERIAL	TYPE	FINISH		AREA (SF)		NOTES
					INT.	EXT.	LIGHT	VENT	
1	LIVING RM	2'-8" X 4'-0"	WD	DBL. HUNG	-	-	10	5	NEW
2	BEDROOM	3'-0" X 4'-0"	WD	DBL. HUNG	-	-	12	6	NEW
3	WET BAR	2'-0" X 3'-0"	WD	DBL. HUNG	-	-	6	3	NEW

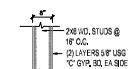
- WINDOWS TO HAVE U=30 OR BETTER
- OWNER/CONTRACTOR TO VERIFY SIZE OF ALL OPENINGS IN FIELD.
- SAFETY NOTE: SAFETY GLASS REQUIRED FOR ALL GLASS WITH SILL <2'-0" AFF. TYP.

WALL TYPES

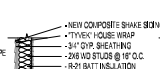
NOTE: NEW SHIP LAP PANELING TO BE APPLIED OVER DRYWALL AT ALL WALLS EXCEPT IN BATHS.



A TYPICAL INTERIOR WALL
1 HR UL # U305



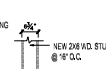
B PLUMBING & DEMISING WALL
2 HR UL # U301



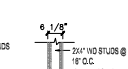
C NEW EXTERIOR WALL
1 HR UL # 305



D EXTERIOR WALL INFILL
1 HR UL # 305



E INTERIOR WALL INFILL
1 HR UL # U305



F INTERIOR DEMISING WALL
2 HR UL # U301

REVISIONS	DATE	BY	DESCRIPTION
1	1-4-2023	CP	FOR PERM

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DESIGN + CONSTRUCTION

CARLOS PINA

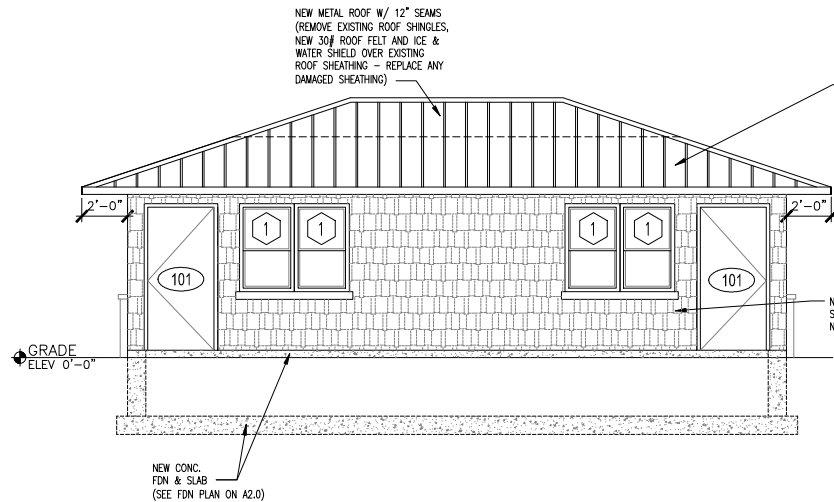
CARLOS PINA
1017 N. WEBSTER AVE
CHICAGO, IL 60614
773-830-3011
Cpina@606cc.com

PROJECT ARCHITECT:
CP
DRAFTER/PERSON:
ISA
APPROVED:
JG

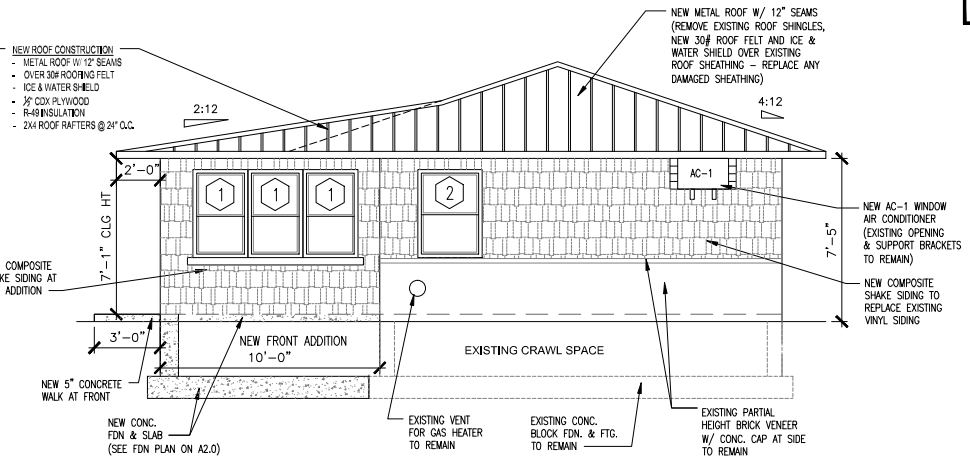
PREPARED FOR:
-
LOCATION:
47 W GENEVA ST.
WILLIAMS BAY, WI 53191
JOB NUMBER:
26 - 2023



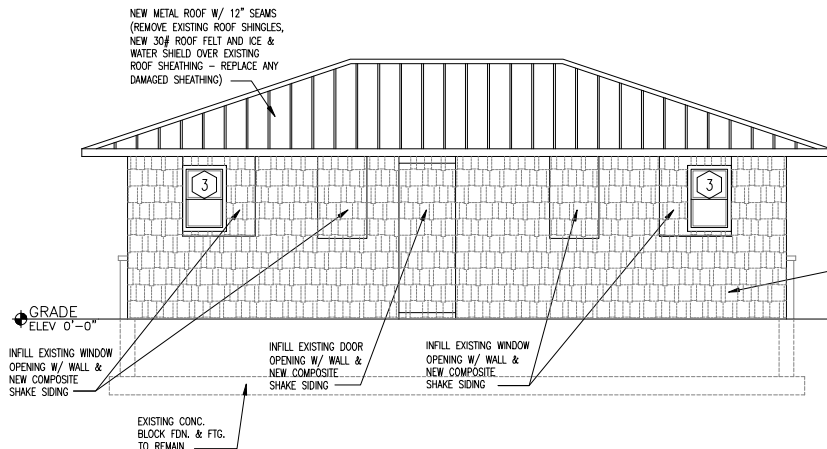
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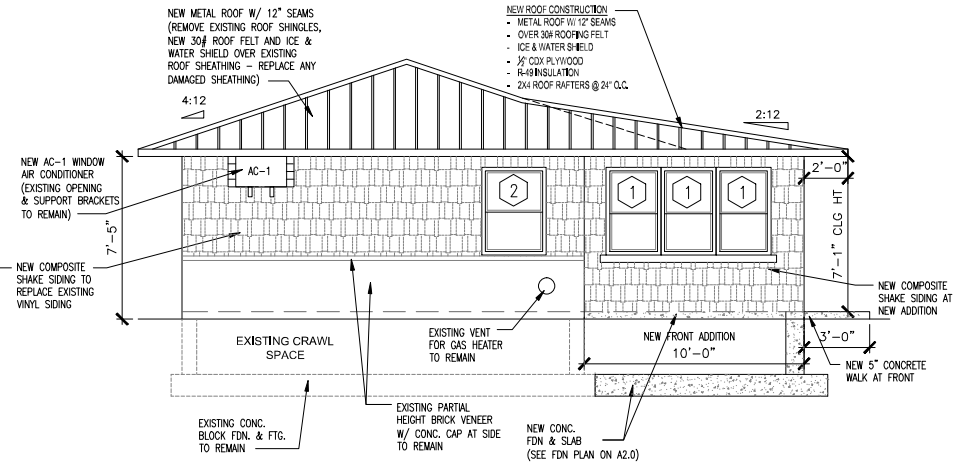
1 PROPOSED EAST ELEVATION
SCALE: 1/4"=1'-0"



2 PROPOSED NORTH ELEVATION
SCALE: 1/4"=1'-0"



3 PROPOSED WEST ELEVATION
SCALE: 1/4"=1'-0"



4 PROPOSED SOUTH ELEVATION
SCALE: 1/4"=1'-0"



NO.	REVISION	DATE	DESCRIPTION
1	1	7-4-2023	FOR PERM.

47 W GENEVA ST.
WILLIAMS BAY, WI 53191

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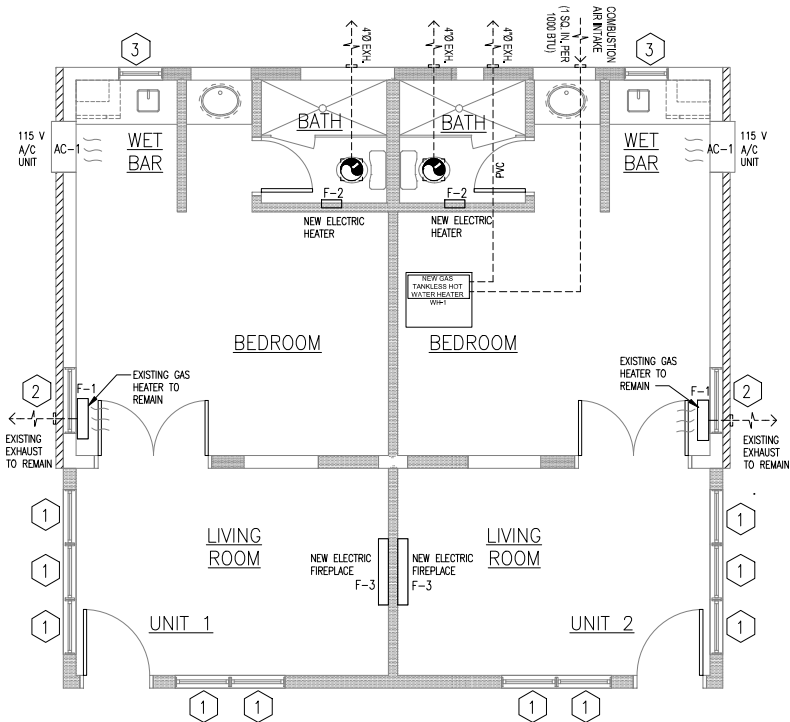
PROJECT ARCHITECT:
CP
DRAFTER/PERSON:
BGA
APPROVED:
JP

PREPARED FOR:

LOCATION:
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28 - 2023

A2.0



1 FIRST FLOOR MECHANICAL PLAN
SCALE: 3/8"=1'-0"

WINDOW SCHEDULE

NO.	WINDOW DATA				FINISH		AREA (SF)	NOTES
	LOCATION	SIZE (W X H)	MATERIAL	TYPE	INT	EXT		
1	LIVING RM	2'-0"X4'-0"	WD	DBL. HUNG	-	-	10	NEW
2	BEDROOM	3'-0"X4'-0"	WD	DBL. HUNG	-	-	12	NEW
3	WET BAR	2'-0"X3'-0"	WD	DBL. HUNG	-	-	6	NEW

- WINDOWS TO HAVE U=30 OR BETTER
- OWNER/CONTRACTOR TO VERIFY SIZE OF ALL OPENINGS IN FIELD.
- SAFETY NOTE: SAFETY GLASS REQUIRED FOR ALL GLASS WITH SLL <2'-0" AFF. TYP.

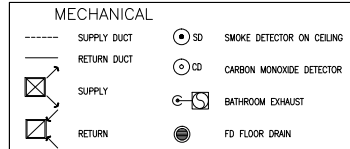
LIGHT & VENTILATION DATA							HEATING DATA					NOTES
LOCATION	USE OF SPACE	FLOOR AREA (A) SQ.FT.	REQUIRED		ACTUAL		MEDH EXHAUST		ACTUAL HEAT LOSS (IN BTU)	REQD. SUPPLY (IN CFM @ 1.27 F.T.)	EQUIPMENT	
			LIGHT 0.08(A)	VENT 0.04(A)	LIGHT	VENT	REQD CFM	ACTUAL CFM				
UNIT 1, UNIT 2												
1ST FLOOR	LIVING RM.	120	9.6	4.8	70	35	0	0	4800	85.2	F-3 ELECTRIC FIREPLACE HEATER, 5200 BTU	NEW
1ST FLOOR	BEDROOM/ WET BAR	203	16.2	8.1	18	9	0	0	8120	144	F-1 GAS DIRECT VENT HEATER, 14,000 BTU (9000 BTU OUTPUT)	EXISTING TO REMAIN
1ST FLOOR	BATH	32	-	-	0	0	48	50	1120	23	F-2 WALL MOUNTED HARDWIRED ELECT HEATER 3,412	NEW
TOTAL		355						TOTAL	50	14,040	TOTAL BTU = 18,412	
									115K TOTAL HEAT LOSS	16,146		

RESIDENTIAL - EQUIPMENT SCHEDULE										
NO	DESCRIPTION	QTY	MFR	MODEL NO.	INPUT (BTUH)	OUTPUT (BTUH)	FAN (CFM)	CFM CAPACITY	LOCATION	NOTES
F-1	DIRECT VENT GAS HEATER	2	WILLIAMS	-	14,000 BTU	9,800 BTU	-	-	BEDROOM & WET BAR	EXISTING TO REMAIN
F-2	WALL MTD. ELECTRIC HEATER	2	KING ELEC. OR EQ.	W1215-1-W	-	3,412	-	85 CFM	BATH	NEW, HARDWIRED
F-3	ELECTRIC FIREPLACE HEATER	2	XTRAPOWER OR EQ.	5200 BTU/W	-	5200 BTU	-	-	FRONT LIVING RM	NEW, 1500 WATTS
EF-1	EXHAUST FAN	2	NUTONE OR EQ.	600W	-	-	50	-	BATH	NEW
AC-1	AIR CONDITIONER	2	GC	AC0900A	-	8,000 BTU	-	-	WET BAR/ BDRM	NEW
WH-1	TANKLESS HOT WATER HEATER (GAS)	1	RHEEM OR EQUAL	EC02000A0-1	-	-	-	-	CRAWL SPACE UNIT 2	ONE HIGH TO SERVICE BOTH UNITS

WATER HEATER SCHEDULE								
NO.	DESCRIPTION	QTY	MFR	MODEL NO.	TANK SIZE	BTU	FUEL TYPE	LOCATION
WH-1	TANKLESS WATER HEATER	1	RHEEM OR EQUAL	EC02000A0-1	8.5 GPM	-	GAS	CRAWL SPACE

REFRIGERATION SCHEDULE

UNIT	NO	UNITS	MFR	MFR/NO.	UNIT WT (lb)	REFRIG. WT (oz)	VOLTS	LOCATION	REFRIG. COOLED
AC-1	2	GC	AC0900A	-	48	R410A	-	115	WINDOW UNIT



REVISIONS	DATE	DESCRIPTION
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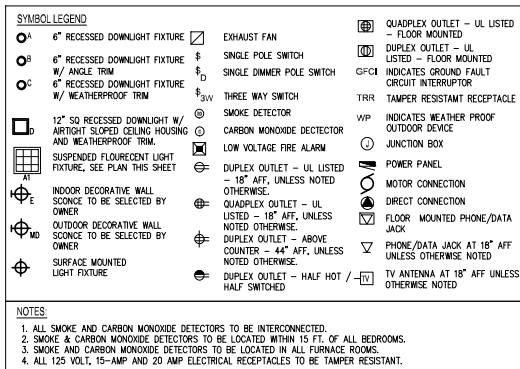
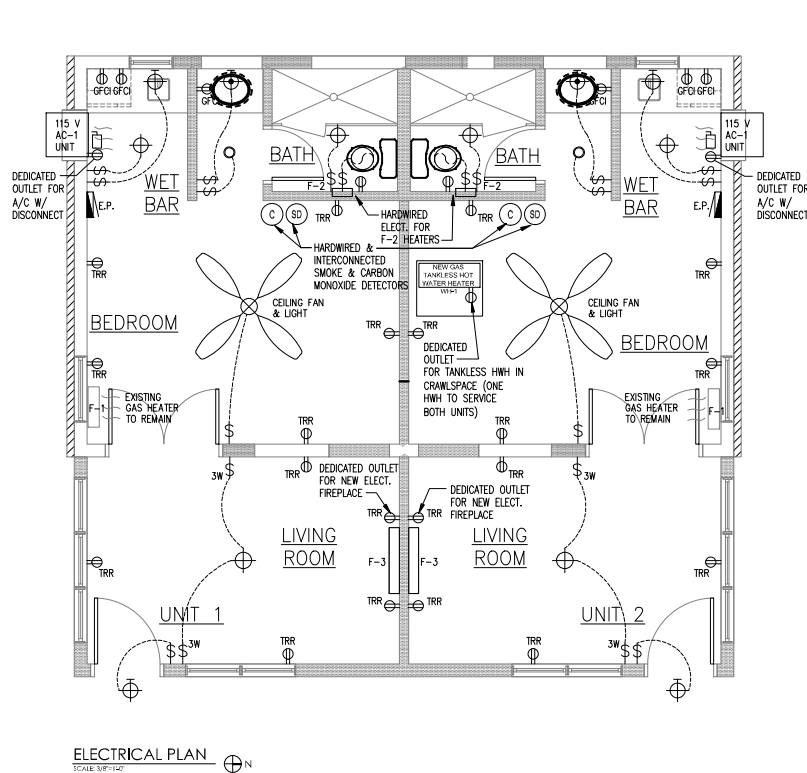
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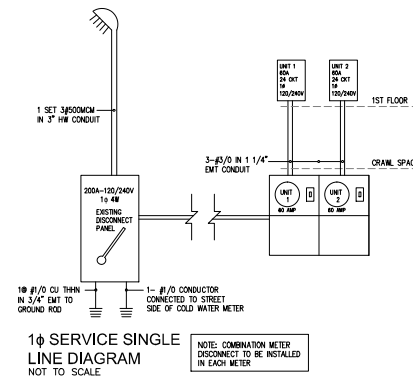


M1.0



TYP. PANEL DIAGRAM @ UNIT 1 & 2

60amp, 120/240volt, 1phase, 24circuit panel		200A MAIN BREAKER	
1	15A	2	1 SPARE
3	15A	4	1 SPARE
5	15A	6	1 SPARE
7	15A	8	1 SPARE
9	15A	10	1 SPARE
11	20A	12	1 SPARE
13	15A	14	
15	15A	16	
17	20A	18	
19	15A	20	
21	20A	22	
23	15A	24	



LIGHTING NOTES

1. PROVIDE ALL FIXTURES COMPLETE WITH LAMPS.
2. ALL INCANDESCENT LAMPS SHALL BE RATED 120 VOLTS.
3. ALL BALLASTS SHALL BE HIGH POWER FACTOR, FLUORESCENT BALLASTS FOR T8 LAMPS TO BE OSRAM/SYLVANIA OR MAGNATEK FULL-OUTPUT ELECTRONIC, EXCEPT OUTDOOR FIXTURES TO BE ZERO-DEGREE MAGNETIC BALLASTS.
4. PROVIDE ALL REQUIRED MOUNTING OR HANGING HARDWARE.
5. COORDINATE AND VERIFY ALL FIXTURE INFORMATION, TYPES AND FINAL LOCATIONS WITH THE REFLECTED CEILING PLAN AND OWNER SELECTED FIXTURES.
6. LAMPS SHALL BE AS MANUFACTURED BY SYLVANIA, WESTINGHOUSE, GENERAL ELECTRIC, OR APPROVED EQUAL.

POWER NOTES

1. SEE ELEVATIONS FOR COORDINATION OF MOUNTING HEIGHTS OF ALL DEVICES.
2. SEE MECHANICAL AND PLUMBING PLANS TO COORDINATE LOCATIONS AND REQUIREMENT OF ANY MECHANICAL AND PLUMBING EQUIPMENT.
3. SEE PANEL SCHEDULES FOR ADDITIONAL REQUIREMENT.
4. ELECTRICAL CONTRACTOR TO FIELD VERIFY EXISTING CIRCUITS AND REUSE WHERE EVER POSSIBLE FOR EXISTING OR RELOCATED EQUIPMENT. PANEL SCHEDULES & CIRCUITS ARE FOR REFERENCE ONLY.
5. PROVIDE TAMPER RESISTANT RECEPTACLES WHERE REQUIRED.



REVISIONS

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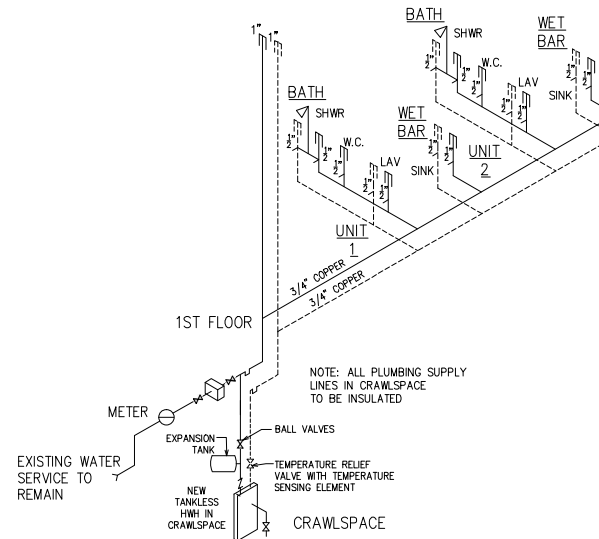
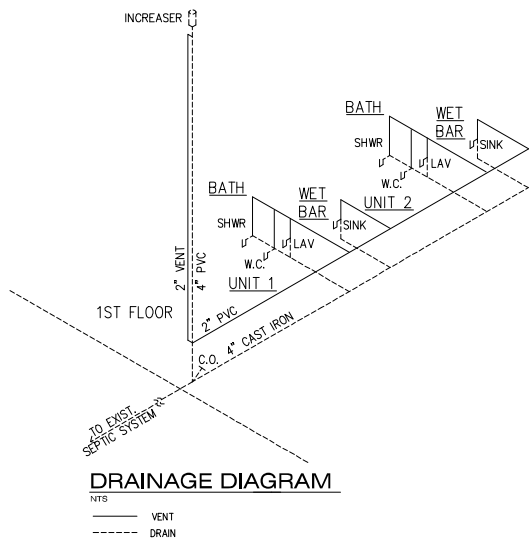
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E1.0

PLUMBING NOTES: GENERAL

- ALL WATER HEATERS SHALL HAVE UL APPROVED T&P RELIEF VALVES
- ALL WATER HEATERS, CLOTHES WASHERS AND FURNACES, NOT LOCATED ON A CONCRETE FLOOR WITH ADJACENT FLOOR DRAIN, SHALL BE INSTALLED IN A GALVANIZED SHEET METAL DRAIN PAN NOT LESS THAN 1 1/2" DEEP OVER A FLOOR DRAIN OR INDIRECT WASTE RECEPTOR
- INSTALL GAS VALVE AT EACH GAS BURNING APPLIANCE OR PIECE OF EQUIPMENT, INCLUDING RANGES, OVENS, CLOTHES DRIERS, FURNACES AND WATER HEATERS
- INSTALL GRAY BOX FOR EACH AUTOMATIC CLOTHES WASHER
- INSTALL WATER SUPPLY LINE WITH SHUT-OFF VALVE FOR EACH REFRIGERATOR ICE MAKER
- WATER PIPING IN EXTERIOR WALLS AND OVER GARAGE TO BE INSULATED.



PLUMBING SCHEDULE				
	EXISTING	NEW	TOTAL	F.U.'s
LAVATORY	2	0	2	2@1EA=2
SINKS	2	0	2	1@2EA=2
WATER CLOSET	2	0	2	2@3EA=6
SHOWER	2	0	2	2@2EA=4
TOTAL	8	0	8	14

14 F.U. = 10.4 GPM
10.4 GPM REQUIRES 3/4" SERVICE LINE



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P1.0

January 30, 2024

Hi Bonnie,

We're requesting to go in front of the Planning Commission to get approval for asphalt shingle roofing instead of metal roofing. There are 6 buildings on site, all of which have new reddish/charcoal asphalt shingles and all were replaced within the past 3 years. All of the additions can be roofed with the exact same shingles so for budget reasons we feel going with the same asphalt shingles is best. We also feel aesthetically it will look better than metal roofing as well. Only 4 of the 6 buildings will have additions.

Thank you,

Casey Tormoen

Owner Bayside Motel



Planning Request Application Village of Williams Bay

250 Williams Street • PO Box 580 • Williams Bay, WI 53191
Phone: 262-245-2700 • Fax: 262-245-2705

Request:

Please check all that apply.

- ☐ **Site Plan** [\$390.1206] - \$200.00 plus \$.04/sf floor area
☐ **Conditional Use Permit (CUP)** [\$390.1207] - \$500.00
☐ **Certificate of Compliance** [\$390.1211] - \$200.00
☐ **Temporary Use Permit** [\$390.1208] - \$200.00
☐ **Preliminary Plat** - \$200.00 plus \$20.00 per lot
☐ **Certified Survey Map (CSM)** - \$200.00 plus \$20.00 per lot
☒ **Final Plat** - \$100.00 plus \$10.00 per lot
☐ **Planned Development Overlay (PDO)** [\$390.0709] - \$500.00
☐ **Planned Development Amendment** - \$500.00
☐ **Zoning Text or Map Amendment** [\$390.1204] - \$500.00
☐ **Project Concept Review** - \$200.00
☐ **Land Use Plan Amendment** - \$500.00
☐ **Interpretation** [\$390.1216] - \$200.00
☐ **Appeal** [\$390.1217] - \$500.00
☐ **Other:** _____ Fee: _____

Date application was received:

Fee Paid:

Physical Address of Site: _____ 4954 STH 50 _____

Tax Parcel Number: _____ FA4999001 _____

Project or Development Name: _____ North By Northwest Storage _____

Applicant

Name: _____ John Berget _____

Mailing Address: _____ 5011 State Road 50 _____
Delavan, WI 53115

eMail: _____ jbracingtires@sbcglobal.net _____

Phone: _____ 262-740-0180 _____

Owner of Site

Name: _____

Mailing Address: _____

eMail: _____

Phone: _____

Legal Representative

Name: _____

Mailing Address: _____

eMail: _____

Phone: _____

Architect, Engineer, Contractor

Name: _____

Mailing Address: _____

eMail: _____

Phone: _____

Legal Description of Site (Attach separate sheet if additional space is needed):

See attached Declartion of Condominium Document

Please answer all applicable. Missing or incomplete information may deem this application "incomplete," delaying or prohibiting a review.

Current Zoning of Site: B4

Current Overlay Districts of Site: _____

Proposed Zoning of Site: _____

Proposed type of structure of use: The site is currently developed with mini-storage units

Proposed use of structure or site: Storage units are a mix between rental and owner occupied units

Statement of proposed use of property, with pertinent facts regarding the size of area involved, extent of development, type of operation, etc. (Attach separate sheet if additional space is needed):

The site is currently developed with 4 storage unit buildings that have multiple units per building. The full site plan for the site calls for an additional 5 buildings to be constructed in the future. The purpose of this submittal is to convert one existing rental building into an owner occupied condominium building. This would expand the number of owner occupied units by 11.

Statement showing compatibility of proposed zoning district and/or proposed use to the Village Comprehensive Plan: (Attach separate sheet if additional space is needed)

The site has an approved site plan and is already partially developed with storage units of both rental and owner occupied units. The Town of Delavan and Walworth County have already approved an amendment to the existing CUP to allow for the expansion of owner occupied units by the requested 11.

Statement showing compatibility of proposed zoning district and/or proposed use with adjacent properties and neighborhoods (Attach separate sheet if additional space is needed):

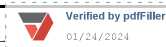
The site is zone B4 which is the appropriate zoning in this jurisdiction for this type of development. Additionally, this cooridor along STH 50 has several other storage unit facilities including directlty across the street from the subject site.

Print Applicant's Name: John Berget

Date: 1/24/2024

Signature of Applicant: _____

John Berget



**FIRST AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
NORTH BY NORTHWEST STORAGE CONDOMINIUM**

This First Amendment to the Declaration of Condominium Ownership of North by Northwest Storage Condominium dated this _____ day of _____, 2023, is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes, and the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for North by Northwest Storage Condominium, dated March 9, 2023, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin, on March 13, 2023, as Document No. 1076074 (the "Declaration").

WHEREAS, the North by Northwest Storage Condominium is under Declarant Control as provided in Section 8.04 of the Declaration.

WHEREAS, the Article XV of the Declaration provides that it may be amended by the written consent of at least sixty-six and 2/3rds percent (66 2/3%) of the Unit and Unit Mortgagees (as of the date hereof, no Unit is encumbered by a Mortgage).

WHEREAS, the requisite number of Unit Owner votes have been exceeded with North by Northwest Storage, LLC, being the owner of Units 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 17, 18, 19, 22, 26, 27, 28, 29, 30, 31, 32, 33, and 34, North by Northwest Storage Condominium Owners Association, Inc. ("the Association"), and the Declarant all signing herein below evidenced the favorable vote in support of this Amendment.

WHEREAS, the Declarant, the Unit Owners, and the Association desire to amend the Declaration to in part to replace Unit 3, a Class 2 Unit, and create Units 35-45, as Class 1 Units, all as set forth herein below and further noting the number of votes in the Association shall remain unchanged, and voting rights of all non-Declarant owned Units are unaffected.

NOW, THEREFORE, the undersigned, being all of the Unit Owners of the Condominium, and the Association, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees as follows:

1. Section 2.02 is deleted and restated as follows:

2.02 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on Exhibit I attached hereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by Unit number, and such description shall be good and sufficient for all purposes as defined in the Act. The Condominium consists of nine (9) buildings with forty-four (44) storage units for a total of forty-four (44) "Units". The Units shall be numbered 1 through 45, with Unit 3 being reserved and that Unit not presently in existence. A tenth Office Building may be erected by Declarant for management of the development and its operations, as provided hereinafter.

2. Section 3.01 is deleted and restated as follows:

3.01 Definition. "Unit" shall mean that part of the Condominium as hereinafter described intended for storage, and consisting of Class 1 Units and Class 2 Units, all as shown on the Condominium Plat, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed spaces located on one or more floors (or parts thereof), in a building which may have more than one Unit, hereinafter sometimes referred to as a "Building". "Class 1 Units" shall mean Units 7 through 45. "Class 2 Units" shall mean Units 1, 2, 4, 5, 6 (Unit 3 shall not exist).

3. Section 6.02 is deleted and restated as follows:

6.02 Prohibition on Leasing. Class 1 Units must be Unit Owner-occupied and shall not be leased or rented except for Units owned by the Declarant. The Owner of Class 2 Units may lease out such Units as storage units, as such Owner deems necessary and appropriate. A Unit Owner, other than the Declarant which shall not be subject to these restrictions as provided for below, may not rent or lease a Unit except as follows:

(1) The rental agreement or lease ("Lease"), and any amendments, extensions or renewals, shall be in writing and shall not be for an initial term of less than one month.

(2) The Lease shall contain a provision obligating all tenants abide by this Declaration and the Association Articles of Incorporation, By-Laws and the Rules and Regulation, providing that the Lease and all amendments, extensions and renewals thereof. The Unit Owner shall be responsible for providing the tenant, before occupancy, a copy of the Declaration and the Association Articles of Incorporation, By-Laws and the Rules and Regulation.

(3) The Lease and any amendments, extensions and renewals thereof, shall provide that any default arising out of the tenant's failure to abide by the Declaration, Articles, By-Laws, and Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, Articles, By-Laws and Rules and Regulations, the right to evict the tenant(s) and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant(s) specifying the violation. Notice to the Unit Owner shall constitute notice to the tenant(s).

(4) The leasing Unit owner shall provide the name(s) of the tenant(s) and a copy of the Lease and any Amendments thereto to the Association.

(5) The Association may further limit the renting or leasing of Units pursuant to its rules/regulations making authority without the necessity of amending this Declaration.

During the term of any Lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of the Declaration, By-Laws and Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.

4. Section 8.03 is deleted and restated as follows:

8.03 Voting Rights. Each Class 2 Unit shall be entitled to ten (10) indivisible votes per Unit in the Association, subject however, to suspension as provided herein. Each Class 1 Unit shall be entitled to one (1) indivisible vote per Unit in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and current mailing address of the Mortgagee of the Unit, if any, has been provided to the secretary of the Association. The By-Laws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien or to pay such obligation has not been paid at the time of voting. Further, as provided in Article VII hereof, one who holds a land contract purchaser's interest or other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Walworth County Register of Deeds.

5. Section 14.04 is deleted and restated as follows:

14.04 Option to Build or Remove Office. The Declarant shall have the right but not the obligation to construct the Office Building, as and where depicted on the Condominium Plat. As noted in the Condominium Plat, the Office Building, if constructed by Declarant, shall be a Limited Common Element appurtenant to the Class 2 Units. Upon the expiration of Declarant rights, this option may later be exercised by the unanimous consent of the Class 2 Owners. The Declarant or, if the Declarant control has expired, the Class 2 Owners shall be responsible for any and all costs of constructing the Office Building. If the Office Building is constructed, the

Declarant or, if the Declarant control has expired, the Class 2 Owners, with their unanimous approval, may elect to demolish and remove the Office Building, at its (or their) cost.

6. Section 20.08 is deleted and restated as follows:

20.08 No Dwelling, No Social Gatherings. No Unit shall be used: as a dwelling for humans or animals; for overnight stays; for any trade or business, whether for profit or not for profit; or for parties, social gatherings or non-storage related events; nor may any individual Unit include a restroom therefor except as allowed within or appurtenant to Units 17-25 and Units 26-34. Units 35-45 will have water in unit, but no restrooms.

7. The Condominium Plat is amended as shown in Exhibit II, which is attached hereto and made part of this Amendment by this reference.

8. The Common Expenses allocation is amended as shown in Exhibit III, which is attached hereto and made part of this Amendment by this reference.

9. The Street Address Assignment is amended as shown in Exhibit IV, which is attached hereto and made part of this Amendment by this reference.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the day, month and year first above written.

The Association
North by Northwest Storage Condominium Owners
Association, Inc.

BY: _____
John Berget, President

State of Wisconsin)
) ss.
County of Walworth)

Personally came before me this _____ day of _____, 2023, the above-named John Berget, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission _____

The Declarant
NORTH BY NORTHWEST STORAGE, LLC

BY: _____
John Berget, Authorized Member

State of Wisconsin)
) ss.
County of Walworth)

Personally came before me this _____ day of _____, 2023, the above-named John Berget, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission _____

NORTH BY NORTHWEST STORAGE, LLC
Owner of Units 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 17, 18,
19, 22, 26, 27, 28, 29, 30, 31, 32, 33, and 34
representing 87.5% of the UNIT VOTES (77 of the 88
UNIT VOTES)

BY: _____
John Berget, Authorized Member

State of Wisconsin)
) ss.
County of Walworth)

Personally came before me this _____ day of _____, 2023, the above-named John Berget, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission _____

EXHIBIT II

NORTH BY NORTHWEST STORAGE CONDOMINIUM

Condominium Plat

NOTE: THE PLAT SHOWN HEREIN IS FOR INFORMATIONAL AND ILLUSTRATIVE PURPOSES ONLY

Date: _____, 2023.

NORTH BY NORTHWEST STORAGE, LLC

By: _____
John Berget, Auth. Rep.

EXHIBIT III

NORTH BY NORTHWEST STORAGE CONDOMINIUM

Ownership of Common Elements

Each Unit Owner unit shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common as specified herein with all other Unit Owners of the Condominium, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Units permitted by the Declaration, which right shall be appurtenant to and run with each Unit.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as Declarant has granted, or may hereafter grant to public utilities including, but not limited to, gas, electric, telephone, cable television, and sewer and water service, all of which may be granted by the Declarant without the consent of the Unit Owners.

Common Expense Allocation

The Unit Owner's (i) undivided interest in the Common Elements, (ii) liabilities for Common Expenses, and (iii) rights to Common Surpluses, all with regard to the entire Condominium, shall be as specified below.

Allocation of Common Expenses

Each Unit shall have a one forty-fourth (1/44) Common Expense allocation.

EXHIBIT IV

STREET ADDRESS ASSIGNMENT

The Street address for all Units in the Condominium shall be:

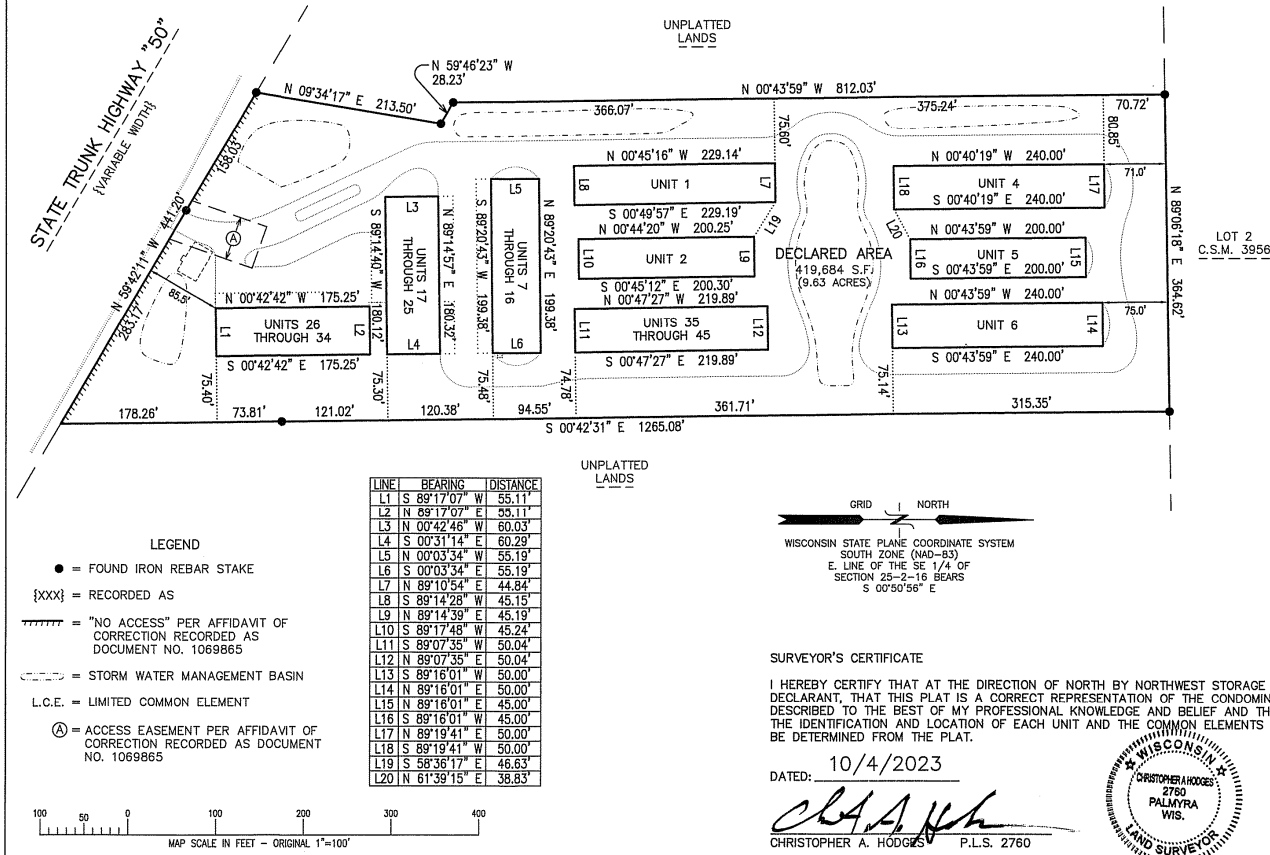
4954 State Road 50, Delavan, WI 53115

NORTH BY NORTHWEST STORAGE CONDOMINIUM ADDENDUM NO. 1

TO ELIMINATE UNIT 3, ADD UNITS 35 THROUGH 45, AND UPDATE UNIT SIZES AND LOCATIONS

LOCATED IN PART OF THE NE 1/4 OF THE SE 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 25,
TOWN 2 NORTH, RANGE 16 EAST, WALWORTH COUNTY, WISCONSIN

FINAL PLAT



NOTE: COMMON ELEMENT = ALL OF THE CONDOMINIUM EXCEPT THE UNITS AND LIMITED COMMON ELEMENTS.

THE ENTRYWAYS LOCATED APPURTENANT TO UNITS 7 THROUGH 25, 28 THROUGH 34, AND 35 THROUGH 45 SHALL BE LIMITED COMMON ELEMENTS RESERVED FOR THE EXCLUSIVE USE OF THE UNIT ADJACENT TO EACH SUCH ENTRYWAY.

THE FOREGOING IS A SUMMARY OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AND IN THE EVENT OF A CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL.

SEE SHEET 2 FOR DIAGRAMMATIC FLOOR PLANS FOR UNITS 35 THROUGH 45, UNIT DIMENSIONS, AND ADDITIONAL LIMITED COMMON ELEMENT.

UNITS 1, 2, 4, 5, AND 6 ARE CLASS 2 UNITS.

UNITS 7 THROUGH 45 ARE CLASS 1 UNITS.

IMPROVEMENTS SHOWN ON THIS MAP REPRESENT BOTH EXISTING AND PROPOSED CONSTRUCTION. AS OF THE DATE SHOWN HEREON; UNITS 1, 2, AND 7 THROUGH 45 ARE BUILT.

ZONING HAS BEEN CHANGED FROM A-4 TO B-4.

— DECLARANT —
NORTH BY NORTHWEST STORAGE LLC
2233 KNOB ROAD
BURLINGTON, WI 53105

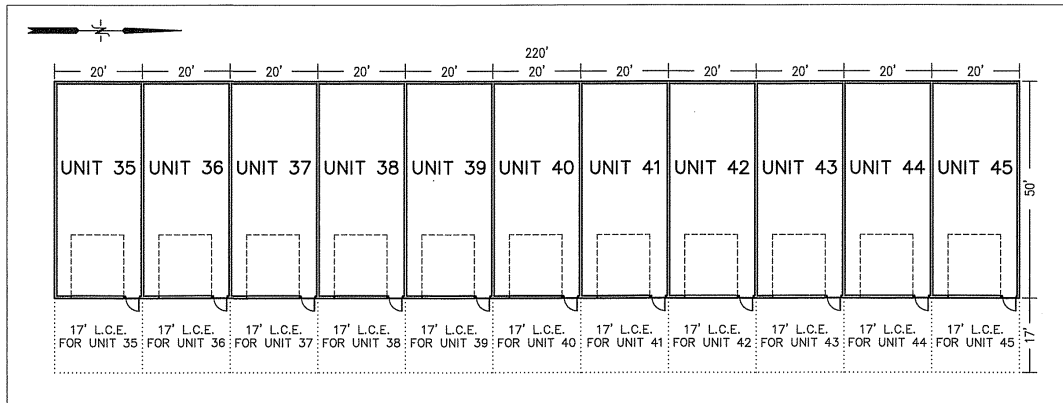
NORTH BY NORTHWEST STORAGE CONDOMINIUM ADDENDUM NO. 1

TO ELIMINATE UNIT 3, ADD UNITS 35 THROUGH 45, AND UPDATE UNIT SIZES AND LOCATIONS

LOCATED IN PART OF THE NE 1/4 OF THE SE 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 25,
TOWN 2 NORTH, RANGE 16 EAST, WALWORTH COUNTY, WISCONSIN

DIAGRAMMATIC FLOOR PLANS

SCALE: 1"=20'



NOTE: COMMON ELEMENT = ALL OF THE CONDOMINIUM EXCEPT THE UNITS AND LIMITED COMMON ELEMENTS.

THE ENTRYWAYS LOCATED APPURTENANT TO UNITS 7 THROUGH 25, 28 THROUGH 34, AND 35 THROUGH 45 SHALL BE LIMITED COMMON ELEMENTS RESERVED FOR THE EXCLUSIVE USE OF THE UNIT ADJACENT TO EACH SUCH ENTRYWAY.

THE FOREGOING IS A SUMMARY OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AND IN THE EVENT OF A CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL.

THESE FLOOR PLANS HAVE BEEN PREPARED USING INFORMATION SHOWN ON THE ARCHITECTURAL PLANS FOR THE BUILDINGS AND DO NOT REPRESENT MEASUREMENTS OF THE BUILDING IN PLACE. ANY PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENTS CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE PRESUMED TO BE ITS BOUNDARIES, REGARDLESS OF THE SHIFTING, SETTLEMENT, OR LATERAL MOVEMENT OF ANY BUILDING AND REGARDLESS OF MINOR VARIATIONS BETWEEN THE PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OR SHOWN ON THE CONDOMINIUM PLAT AND THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OR COMMON ELEMENT AS FINALLY CONSTRUCTED.

TOWN OF DELAVAN APPROVAL

APPROVED BY THE TOWN OF DELAVAN, WISCONSIN ON THIS _____ DAY OF _____, 2023.

AUTHORIZED SIGNATURE FOR THE TOWN OF DELAVAN _____

WALWORTH COUNTY APPROVAL

APPROVED BY RESOLUTION OF THE WALWORTH COUNTY ZONING AGENCY THIS _____ DAY OF _____, 2023.

RYAN SIMONS CHAIRMAN

VILLAGE OF WILLIAMS BAY APPROVAL (EXTRATERRITORIAL JURISDICTION)

APPROVED BY THE VILLAGE OF WILLIAMS BAY THIS _____ DAY OF _____, 2023.

AUTHORIZED SIGNATURE FOR THE VILLAGE OF WILLIAMS BAY _____



FARRIS, HANSEN & ASSOCIATES, INC.

ENGINEERING - ARCHITECTURE - SURVEYING

7 RIDGWAY COURT, PO BOX 437

ELKHORN, WISCONSIN 53121

PHONE: (262) 723-2098

FAX: (262) 723-5886

PROJ. NO.: 10352 | DATE: 10/04/2023 | SHEET 2 OF 2



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting February 13, 2024

February 5, 2024

APPLICANT: John Berget (Owner)

TAX KEY: FNNW 00001 through FNNW 00034

STREET ADDRESS: 4954 State Rd 50, Town of Delavan

Applicant is requesting approval of a Condominium Plat Addendum for North by Northwest Storage Condominium per Section 375-0903 Review and Approval of Extraterritorial Plats and Certified Survey Maps.

Based on the application, the applicant has met all the requirements of Section 375-0308 *Condominium Plats*.

Respectfully submitted,

Bonnie M. Schaeffer
Zoning Administrator