



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

VILLAGE BOARD OF TRUSTEES MEETING

MONDAY, SEPTEMBER 16, 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.** Village Board Meeting Minutes of September 3, 2024
- V. Presentation of accounts and petitions**
 - A.** Payroll ending 09-06-2024 in the amount of \$58,611.90
 - B.** Accounts Payable Prepays dated 09-06-2024 in the amount of \$3,255.00
 - C.** Accounts Payable Unpays dated 09-13-2024 in the amount of \$311,449.97
 - D.** Library Accounts Payable dated 09-12-2024 in the amount of \$6,164.72
 - E.** Monthly EFT Payments for August 2024 in the amount of \$146,980.30
 - F.** August 2024 Financial Statement
- VI. Plan Commission**
 - A.** APPLICANT: Mike Condron and John Dwyer (Applicants)
TAX KEY: WOP 00008 and WWUP 00088
STREET ADDRESS: 105 N. Walworth Street and Lakefront Area, Williams Bay, Wisconsin 53191
Applicant is requesting a Temporary Use Permit per Section 390.208 "Temporary Use Permit" and Section 390.0316.B Temporary Outdoor Sales for a food vending cart.
 - B.** APPLICANT: Chris Pauly, Williams Bay Investments, LLC (Owner)
TAX KEY: WOP 00051
STREET ADDRESS: 36 W. Geneva St., Williams Bay, Wisconsin
The applicant requests a Conditional Use Permit per 390.1207, *Conditional Use Permit*, and 390.0310M, *Tourist Rooming House* to establish two dwelling units available for stays for one to six consecutive days by paying guests.
 - C.** APPLICANT: Poplar Ridge Estates (Owner), Land and Lakes Company (Applicant), Attorney Chad Pollard (Agent)

TAX KEYS: WWUP 00084, JG 3100009A, and IL 5000005

STREET ADDRESS: Southwest corner of Hwy. 50 and E. Geneva St.

Applicant requests a recommendation to the Village Board for a subdivision plat, pre-annexation agreement, and development agreement for a 42-lot single-family subdivision.

VII. PUBLIC COMMENTS

VIII. President's Remarks

IX. Committee Reports

A. Finance & Personnel, Chair - Trustee Wright

1. Resolution R-61-24 Authorizing Approval of A State of Wisconsin/Municipal Financial Agreement For A State-Let Highway Project Re: STH 67 (Theatre Road to W. Geneva Street - 1.05 miles)
2. Resolution R-62-24 Authorizing Approval a State of Wisconsin/Municipal Maintenance Agreement For A State-Let Highway Project Re: STH 67 (Theatre Road to W. Geneva Street - 1.05 miles)
3. Resolution R-63-24 Authorizing the Approval of the Bid for Village Roadway Improvements Program 2024
4. Resolution R-64-24 Authorizing Approval of Odling Construction's Removal of the Village Tennis Courts & Basketball Court Located Immediately North of Stark Street (WWUP 0002)
5. Resolution R-65-24 Authorizing Approval of Bid(s) for Theatre Road Bathrooms
6. Resolution R-66-24 Authorizing Approval of a Change Order and Well Modifications for Well #2
7. Resolution R-67-24 Authorizing Approval of Pulling and Replacement of Well #3
8. Resolution R-68-24 Authorizing a Change Order for Lift Station #3 Re: Exterior Modifications Matching Beach House Design
9. Resolution R-69-24 Adopting A Village Board Handbook
10. Resolution R-73-24 Approving the Updated Borrowed Funds Reports

B. Protective Services, Chair - Trustee Vlach

1. Resolution R-70-24 Granting Temporary "Class B" Retailer's License to Friends of Kishwaukee NPO for the KNC Wine Walk September 28, 2024, from 2-4pm
2. Resolution R-74-24 Granting Temporary Class "B" and "Class B" Retailer's Licenses to Williams Bay Lions Club for the Williams Bay Lions Club Nick Caselli Rocking Car Show October 12, 2024
3. Original, Renewal, or Temporary Operator License Applications

C. Parks & Lakefront, Chair - Trustee Russell

1. Resolution R-71-24 Approving Edgewater Use and Policy Contract for United Church of Christ for an Outdoor Worship on October 6, 2024
2. Resolution R-72-24 Approving an Edgewater Park Use and Policy Contract for WBBA for a 3-Day Cultural Event on June 19, 2025 - June 21, 2025

X. Public Comments

XI. Other Items for Discussion, Consideration, or Action

- A. Discussion and Possible Action on the planting of a maximum of twenty-five (25) trees on October 11, 2024, in the following proposed areas: 1) East Geneva Str. - Triangle Lot, 2) Near the decorative canoe area, 3) Carlson Park by the Tree Enhancement Committee with the help of Students from the Williams Bay School District

XII. Adjournment

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: 09/13/2024 5:00 PM



VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES VILLAGE BOARD MEETING 9/3/2024 MEETING TUESDAY, SEPTEMBER 3, 2024 AT 6:30 PM VILLAGE HALL COUNCIL ROOM 250 WILLIAMS STREET WILLIAMS BAY, WI 53191

I. Call to Order

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

II. Roll Call

Present: President Bill Duncan, Trustees George Vlach, Jim D'Alessandro, Lowell Wright, Robert Umans, Adam Jaramillo, Steven Russell

Also Present: Administrator David Lothspeich, Police Lieutenant William Kostock, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Treasurer Jennifer Wiese, Clerk Tina Kolls

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

IV. Minutes

A. Village Board Meeting Minutes of August 19, 2024

The motion to approve the Village Board Meeting Minutes of August 19, 2024 was initiated by Trustee D'Alessandro and seconded by Trustee Wright. Trustees Vlach and Umans abstain. Motion carries.

V. Presentation of Accounts and Petitions

A. Payroll ending 08-23-2024 in the amount of \$54,108.17

The motion to approve the Payroll ending 08-23-2024 in the amount of \$54,108.17 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

B. Accounts Payable Unpaid dated 08-30-2024 in the amount of \$315,215.60

The motion to approve the Accounts Payable Unpaid dated 08-30-2024 in the amount of \$315,215.60 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

VI. Action Item

A. Consideration and Possible Action on Waste Hauler GFL's Implementation and Communication Plan

The motion to approve the Waste Hauler GFL's Implementation and Communication Plan was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

VII. Public Comments

There were no public comments.

VIII. Adjournment

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Wright at 06:36pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

Pay Period Date: 08/24/2024 - 09/06/2024
 Pay Date: 9/13/2024

Department	Gross Regular Wages	Gross OT Wages	Payroll Taxes & Deductions	Net Wages
Crossing Guard	\$488.52	\$0.00	\$38.46	\$450.06
General Administration	\$12,503.70	\$0.00	\$5,487.75	\$7,015.95
KNC	\$3,690.90	\$0.00	\$936.68	\$2,754.22
Lakefront/Beach	\$7,167.81	\$0.00	\$1,570.36	\$5,597.45
Library	\$8,176.12	\$0.00	\$2,988.59	\$5,187.53
Municipal Court	\$1,457.35	\$0.00	\$209.45	\$1,247.90
Parks	\$1,582.86	\$0.00	\$176.95	\$1,405.91
Police	\$25,242.98	\$3,708.80	\$9,931.83	\$19,019.95
Protective Services (F&R)	\$5,427.22	\$0.00	\$1,261.50	\$4,165.72
Public Works/W&S	\$13,696.81	\$575.01	\$5,183.14	\$9,088.68
Recreation Department	\$3,761.17	\$0.00	\$1,082.64	\$2,678.53
Village Board				\$0.00
Total Net Wages				\$58,611.90

Payroll Register - Detail by Department

GL Account and Title	Description	Amount	Date Paid	GL Period
MUNICIPAL CODE ENFORCEMENT LLC				
100-53100-215 CODE ENFORCEMENT CONTRACT	CODE ENFORCEMENT J	3,255.00		824
Total MUNICIPAL CODE ENFORCEMENT LLC:		3,255.00		
Grand Totals:		3,255.00		

Village Board Approval Date: _____

GL Account and Title	Description	Amount	GL Period
324			
VANDEWALLE & ASSOCIATES			
100-51405-000 BILLABLE SERVICES	THE PRESERVE COST RECOVER	2,234.90	324
100-51405-000 BILLABLE SERVICES	THE PRESERVE COST RECOVER	1,430.39	324
Total VANDEWALLE & ASSOCIATES:		3,665.29	
Total 324:		3,665.29	
424			
SAFEBUILT LLC			
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING PERMIT FEES APRIL	5,093.29	424
Total SAFEBUILT LLC:		5,093.29	
Total 424:		5,093.29	
824			
BAKER TILLY VIRCHOW KRAUSE LLP			
200-57925-100 WATER RATE STUDY EXPENSE	WATER RATE STUDY DATA COL	1,312.50	824
Total BAKER TILLY VIRCHOW KRAUSE LLP:		1,312.50	
BAY LOCK SERVICE			
100-55410-150 PARKS REPAIRS/MAINT	THEATRE RD BATHROOM LOC	80.00	824
Total BAY LOCK SERVICE:		80.00	
BLACKHAWK TECHNICAL COLLEGE			
100-52120-190 POLICE TRAINING	TRAINING EXPENSE	325.00	824
Total BLACKHAWK TECHNICAL COLLEGE:		325.00	
DIGGER'S HOTLINE INC.			
200-57930-140 WATER DIGGERS HOTLINE EXPENSE	PAYMENT OF LOCATE FEES	234.83	824
Total DIGGER'S HOTLINE INC.:		234.83	
HEYER TRUE VALUE HARDWARE			
100-55410-160 PARKS SUPPLIES	BULBS	30.77	824
100-54310-150 STREETS EQUIP REPAIRS/MAINT	KAROSENE, NUTS, BOLTS, SCR	64.48	824
100-55411-160 LAKEFRONT SUPPLIES	FAN, UTENCILS, GARBAGE BA	77.55	824
100-55410-150 PARKS REPAIRS/MAINT	OIL	129.99	824
Total HEYER TRUE VALUE HARDWARE:		302.79	
HYDRO CORP			
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	1,351.00	824
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	459.00	824
Total HYDRO CORP:		1,810.00	
KUNES COUNTRY CHEVROLET GMC BUICK			
100-52120-150 POLICE REPAIRS/MAINT	REPAIRS/MAINT POLICE	516.97	824
Total KUNES COUNTRY CHEVROLET GMC BUICK:		516.97	

GL Account and Title	Description	Amount	GL Period
PETE'S TIRE ELKHORN LLC			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	STREET EQUIPMENT REPAIRS	3,209.14	824
Total PETE'S TIRE ELKHORN LLC:		3,209.14	
SAFEBUILT LLC			
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING INSPECTION FEES A	13,661.22	824
Total SAFEBUILT LLC:		13,661.22	
WELDERS SUPPLY CO.			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	SMALL ARGON & MIXES	66.00	824
Total WELDERS SUPPLY CO.:		66.00	
WISCONSIN STATE LABORATORY OF HYGIENE			
200-57623-170 WATER TESTING	FLUORIDE	29.00	824
Total WISCONSIN STATE LABORATORY OF HYGIENE:		29.00	
Total 824:		21,547.45	
924			
ACCURATE APPRAISAL			
100-51520-000 ASSESSOR CONTRACT	MONTHLY CONTRACT AMOUNT	1,500.00	924
Total ACCURATE APPRAISAL:		1,500.00	
AUGUST WINTERS & SONS INC			
200-57610-140 WATER FUND CAPITAL OUTLAY	WATER TREATMENT PLANT	47,500.00	924
Total AUGUST WINTERS & SONS INC:		47,500.00	
BAY WAREHOUSE			
100-51720-160 LIONS FIELD HOUSE SUPPLIES	ANNUAL STORAGE UNIT RENT	612.00	924
100-51730-160 VH BLDG SUPPLIES	ANNUAL STORAGE UNIT RENT	612.00	924
Total BAY WAREHOUSE:		1,224.00	
DEPARTMENT OF NATURAL RESOURCES			
200-57930-190 WATER TRAINING EXPENSE	OPERATOR CERTIFICATION - A	25.00	924
Total DEPARTMENT OF NATURAL RESOURCES:		25.00	
DIAZ, VANESSA			
100-55210-275 REC DEPT PROGRAM EXPENSES	REFUND FOR FLAG FOOTBALL	100.00	924
Total DIAZ, VANESSA:		100.00	
ELKHORN NAPA AUTO PARTS			
300-58968-150 SEWER COLLECTION SYSTEM MAINT	SUPPLIES	266.53	924
Total ELKHORN NAPA AUTO PARTS:		266.53	
GORDON FLESCH			
100-51410-162 GEN ADMIN COPIER EXPENSE	VH COPIER LEASE SEPTEMBE	181.47	924
100-55210-200 REC DEPT TELEPHONE	REC DEPT COPIER LEASE SEP	48.46	924

GL Account and Title	Description	Amount	GL Period
Total GORDON FLESCH:		229.93	
GRAYMONT WESTERN LIME INC.			
200-57631-160 WATER TREATMENT CHEMICALS	HIGH CALCIUM HYDRATED LIM	4,848.19	924
Total GRAYMONT WESTERN LIME INC.:		4,848.19	
JOHNSON, SANDRA			
100-44108 EDGEWATER DEPOSIT	EDGEWATER PARK DEPOSIT R	500.00	924
Total JOHNSON, SANDRA:		500.00	
LANGE ENTERPRISES INC.			
100-54310-281 TRAFFIC SIGNS/MARKINGS	SUPPLIES	115.43	924
Total LANGE ENTERPRISES INC.:		115.43	
LUEDTKE, CHRISTOPHER			
100-55210-275 REC DEPT PROGRAM EXPENSES	REFUND FOR FLAG FOOTBALL	50.00	924
Total LUEDTKE, CHRISTOPHER:		50.00	
MARTIN, HANNAH			
100-55210-275 REC DEPT PROGRAM EXPENSES	REFUND FOR FLAG FOOTBALL	50.00	924
Total MARTIN, HANNAH:		50.00	
MUNICIPAL CODE ENFORCEMENT LLC			
100-53100-215 CODE ENFORCEMENT CONTRACT	CODE ENFORCEMENT	5,410.00	924
Total MUNICIPAL CODE ENFORCEMENT LLC:		5,410.00	
NORTHERN LAKE SERVICE INC.			
200-57623-170 WATER TESTING	HALOACETIC ACID	77.44	924
Total NORTHERN LAKE SERVICE INC.:		77.44	
PATS SERVICES INC			
200-57631-160 WATER TREATMENT CHEMICALS	LIME SLUDGE	1,280.00	924
Total PATS SERVICES INC:		1,280.00	
PREMIUM WATERS INC			
100-51730-160 VH BLDG SUPPLIES	VH WATER DELIVERY	30.74	924
100-55411-160 LAKEFRONT SUPPLIES	LAKEFRONT WATER DELIVERY	38.99	924
100-55210-160 REC DEPT SUPPLIES/MATERIALS	REC DEPT WATER DELIVERY	22.49	924
Total PREMIUM WATERS INC:		92.22	
REYNOLDS, JIM			
200-57903-125 WATER METER READING - UNIFORMS	REIMBURSEMENT FOR WORK	79.99	924
Total REYNOLDS, JIM:		79.99	
ROBINSON, ALEX			
200-57903-125 WATER METER READING - UNIFORMS	REIMBURSEMENT FOR WORK	278.90	924

GL Account and Title	Description	Amount	GL Period
Total ROBINSON, ALEX:		278.90	
SCHAEFFER MUNICIPAL SERVICES LLC			
100-53100-210 ZONING INSPECTION CONTRACT	ZONING ADMINISTRATION FEES	2,007.50	924
Total SCHAEFFER MUNICIPAL SERVICES LLC:		2,007.50	
SCURTO, JOE			
100-55210-275 REC DEPT PROGRAM EXPENSES	REFUND FOR FLAG FOOTBALL	65.00	924
Total SCURTO, JOE:		65.00	
SECURIAN FINANCIAL GROUP INC			
100-52120-124 POLICE LIFE INSURANCE	POLICE LIFE INS	166.66	924
100-54100-123 DPW ADMIN HEALTH INSURANCE	DPW LIFE INS	13.27	924
100-54310-124 STREETS LIFE INSURANCE	STREETS LIFE INS	34.92	924
100-55410-124 PARKS LIFE INSURANCE	PARKS LIFE INS	26.49	924
200-57630-124 WATER TREATMENT - LIFE INS	WATER TREATMENT LIFE INS	8.43	924
200-57640-124 WATER DISTRIBUTION - LIFE INS	WATER DISTRIBUTION LIFE INS	8.43	924
200-57902-124 WATER ACCOUNTING - LIFE INS	WATER ACCOUNTING LIFE INS	22.64	924
230-58100-124 KNC LIFE INSURANCE	KNC LIFE INSURANCE	10.00	924
200-57920-124 WATER ADMIN - LIFE INS	WATER ADMIN LIFE INS	24.65	924
300-58964-124 SEWER ACCOUNTING - LIFE INS	SEWER ACCOUNTING LIFE INS	22.64	924
300-58965-124 SEWER ADMIN - LIFE INS	SEWER ADMIN LIFE INS	24.65	924
100-51410-124 GEN ADMIN LIFE INSURANCE	GEN ADMIN LIFE INSURANCE	121.34	924
100-55210-124 REC DEPT LIFE INSURANCE	REC DEPT LIFE INS	12.10	924
400-58100-123 LIBRARY HEALTH INSURANCE	LIBRARY LIFE INSURANCE	98.78	924
100-21257 LIFE INSURANCE PAYABLE	EMPLOYEE CONTRIBUTION	720.52	924
Total SECURIAN FINANCIAL GROUP INC:		1,315.52	
STAAB CONSTRUCTION CORP			
300-58965-140 SEWER CAPITAL OUTLAY	LIFT STATION #3 REPLACEMENT	68,376.25	924
Total STAAB CONSTRUCTION CORP:		68,376.25	
STATE OF WI - COURT FINES			
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF COURT FI	610.00	924
Total STATE OF WI - COURT FINES:		610.00	
TOP PACK DEFENSE LLC			
100-52120-125 POLICE UNIFORMS	POLICE UNIFORM	117.28	924
Total TOP PACK DEFENSE LLC:		117.28	
TOWN OF LINN			
100-44625 TOWN OF LINN BEACH REVENUE	REFUND FOR BEACH TAGS NO	2,660.00	924
Total TOWN OF LINN:		2,660.00	
VILLAGE OF FONTANA			
120-52320-165 EMS IGA EXPENDITURES	DEC 2023 SALARY & BENEFITS	84,912.06	924
120-52320-165 EMS IGA EXPENDITURES	SURFACE PRO 100%	1,035.99	924
120-52320-165 EMS IGA EXPENDITURES	BUDILL BOOTS 50%	47.45	924
120-52320-165 EMS IGA EXPENDITURES	ATTORNEY CHARGES FOR CO	728.75	924
120-52320-165 EMS IGA EXPENDITURES	WOOL CAPS @50%	33.74	924

GL Account and Title	Description	Amount	GL Period
120-52320-165 EMS IGA EXPENDITURES	PATCHES	305.00	924
120-52320-165 EMS IGA EXPENDITURES	BALL CAPS @50%	232.33	924
120-52320-165 EMS IGA EXPENDITURES	GATEWAY TECH - K SMITH @50	554.66	924
120-52320-165 EMS IGA EXPENDITURES	NATIONAL EXAMS K SMITH @5	39.98	924
120-52320-165 EMS IGA EXPENDITURES	NAME PLATE MANTHY @50%	13.05	924
120-52320-165 EMS IGA EXPENDITURES	ATTORNEY CHARGES FOR CO	591.25	924
120-52320-165 EMS IGA EXPENDITURES	VELOCITY LLC @50%	48.48	924
120-52320-165 EMS IGA EXPENDITURES	EXTRITION TOOL 100%	300.00	924
120-52320-165 EMS IGA EXPENDITURES	UNIFORMS @50%	97.94	924
Total VILLAGE OF FONTANA:		88,940.68	
WALCOMET			
300-58980-300 WALCOMET SEWERAGE EXPENSES	MONTHLY BILLING	72,977.08	924
Total WALCOMET:		72,977.08	
WALWORTH COUNTY TREASURER-COURT FINES			
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF COURT FI	180.00	924
Total WALWORTH COUNTY TREASURER-COURT FINES:		180.00	
WISCONSIN PROFESSIONAL POLICE			
100-21262 UNION DUES PAYABLE	UNION DUES SEPT 2024	267.00	924
Total WISCONSIN PROFESSIONAL POLICE:		267.00	
Total 924:		301,143.94	
Grand Totals:		331,449.97	

Village Board Approval Date: _____

GL Account and Title		Description	Amount	GL Period
824				
DEMCO				
400-58100-160	LIBRARY SUPPLIES	LIBRARY SUPPLIES	573.36	824
Total DEMCO:			573.36	
PLAYAWAY PRODUCTS				
400-58201-000	CHILDREN PRINT	CHILDREN'S DIGITAL	25.22	824
400-58201-000	CHILDREN PRINT	CHILDREN'S DIGITAL	302.95	824
Total PLAYAWAY PRODUCTS:			328.17	
Total 824:			901.53	
924				
BAKER & TAYLOR				
400-58200-000	ADULT PRINT	ADULT PRINT/ BOOK	309.71	924
400-58201-000	CHILDREN PRINT	CHILDREN'S BOOKS	102.85	924
Total BAKER & TAYLOR:			412.56	
BVOVEE CENTER 119				
410-58340-000	BOARD COMMITTED EXPENDITURES	STUDENT ID#843020	4,000.00	924
Total BVOVEE CENTER 119:			4,000.00	
HECKMAN, NANCY				
400-58232-000	LIBRARY CRAFTS	CRAFTS	19.03	924
Total HECKMAN, NANCY:			19.03	
MILWAUKEE JOURNAL SENTINEL				
410-58250-000	LIBRARY CHAPIN EXPENDITURES	CHAPIN EXPENDITURE - PERIO	459.34	924
Total MILWAUKEE JOURNAL SENTINEL:			459.34	
PETTY CASH				
400-58100-160	LIBRARY SUPPLIES	SUPPLIES	14.97	924
400-58100-160	LIBRARY SUPPLIES	SUPPLIES	28.98	924
Total PETTY CASH:			43.95	
SANDERS, EMILY				
400-58230-000	PROGRAMS FOR CHILDREN & ADULTS	PROGRAMS FOR ADULTS & CHI	53.31	924
Total SANDERS, EMILY:			53.31	
UNIQUE SERVICES				
400-58310-000	IT/LICENSES/CONTRACTED SERVICE	IT/LICENSES/CONTRACTED SE	50.00	924
Total UNIQUE SERVICES:			50.00	
VENTEICHER, BEN				
400-58100-130	LIBRARY EQUIPMENT	LIBRARY EQUIPMENT	225.00	924
Total VENTEICHER, BEN:			225.00	

GL Account and Title	Description	Amount	GL Period
Total 924:		5,263.19	
Grand Totals:		6,164.72	

Village Board Approval Date: _____

Monthly EFT Payments

Month: August 2024			
Vendor	Amount	Date	Purpose
Alliant	3,166.35	8/16/2024	Monthly Street Light Charges
Associated Bank	416.66	8/2/2024	Monthly HSA Contributions
AT&T Mobility	158.64	8/19/2024	Monthly charges for Street Dept Tablets, HarborMaster Cell phone, & Court Cell Phone
AT&T Mobility	818.26	8/19/2024	Monthly Charges for Police, Fire, Rescue & Administrator Cell Phones
AT&T	896.16	8/27/2024	Monthly Landline Charges
Delta Delta/Vision	881.92	8/1/2024	August Dental & Vision Insurance Premium
Employee Trust Funds	32,389.62	8/19/2024	Sept Health Insurance Premium
Employee Trust Funds	22,500.17	8/30/2024	July 2024 Retirement
Exxon	2,614.45	8/6/2024	Fuel
First National Bank & Trust	6,479.65	8/8/2024	Monthly Credit Card Charges
First National Bank & Trust	5,676.99	8/2/2024	Monthly HSA Contributions
GFL	21,488.70	8/7/2024	Monthly Garbage & Recycling
IRS	21,711.37	8/5/2024	Payroll Withholding Taxes
IRS	18,533.59	8/19/2024	Payroll Withholding Taxes
Pitney Bowes	84.98	8/22/2024	Postage
Spectrum	159.98	8/7/2024	Monthly Village Hall Internet
WE Energies	266.51	8/6/2024	Montly Gas Charges
WI DOR	3,552.37	8/6/2024	Payroll Withholding Taxes
WI DOR	3,123.33	8/20/2024	Payroll Withholding Taxes
WI DOR	2,057.60	8/16/2024	July Sales Tax
WI DOT	3.00	8/13/2024	Aug License Plate Suspensions
	\$ 146,980.30		

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-41100 TAX LEVY-GENERAL	.00	1,413,828.68	1,763,209.00	349,380.32	80.2
100-41101 DELINQUENT PP TAX	.00	20.40	50.00	29.60	40.8
100-41104 UTILITY TAX EQUIVALENT	.00	.00	100,800.00	100,800.00	.0
100-41105 ROOM TAX	1,182.94	57,211.88	48,000.00	(9,211.88)	119.2
100-41106 CABLE FRANCHISE FEES	11,966.48	35,499.23	50,000.00	14,500.77	71.0
100-41110 MERCY PILOT	.00	.00	56,000.00	56,000.00	.0
100-41200 COUNTY AND MUNICIPAL AID	.00	.00	29,979.00	29,979.00	.0
100-41201 SUPPLEMENTAL CTY & MUNICPL AID	.00	.00	80,227.00	80,227.00	.0
TOTAL TAXES	13,149.42	1,506,560.19	2,128,265.00	621,704.81	70.8
<u>INTERGOVERNMENTAL</u>					
100-42001 EXEMPT COMPUTER AID	.00	469.74	469.00	(.74)	100.2
100-42002 STATE SHARED REVENUE	.00	21,570.71	64,000.00	42,429.29	33.7
100-42006 TRANSPORTATION AID	.00	208,414.88	200,000.00	(8,414.88)	104.2
100-42007 POLICE TRAINING FROM STATE	.00	.00	1,120.00	1,120.00	.0
100-42008 OTHER STATE AIDS	.00	13,773.45	16,464.00	2,690.55	83.7
100-42009 POLICE GRANT FROM CTY	.00	1,694.12	.00	(1,694.12)	.0
100-42010 POLICE SRO REVENUE	.00	28,506.62	71,285.00	42,778.38	40.0
100-42012 CLERK/ELECTION GRANTS	.00	306.43	.00	(306.43)	.0
TOTAL INTERGOVERNMENTAL	.00	274,735.95	353,338.00	78,602.05	77.8
<u>LICENSES & PERMITS</u>					
100-43001 LIQUOR/BEER LICENSE	.00	6,335.00	800.00	(5,535.00)	791.9
100-43002 OPERATOR LICENSE	40.00	2,180.00	3,000.00	820.00	72.7
100-43006 BUILDING PERMITS	12,970.47	41,410.43	60,000.00	18,589.57	69.0
100-43007 ELECTRICAL PERMITS	3,036.60	9,194.15	13,000.00	3,805.85	70.7
100-43008 PLUMBING PERMITS	5,478.15	12,951.82	15,000.00	2,048.18	86.4
100-43009 ROOM TAX PERMIT	.00	300.00	800.00	500.00	37.5
100-43013 RENTAL PROP ADMIN	.00	.00	20.00	20.00	.0
100-43014 CIGARETTE LICENSE	.00	300.00	300.00	.00	100.0
100-43015 ZONING AND PLANNING FEES	2,125.00	13,715.00	20,000.00	6,285.00	68.6
100-43016 TREE PERMIT	350.00	6,070.00	5,000.00	(1,070.00)	121.4
100-43018 DOG LICENSE	90.00	1,345.00	500.00	(845.00)	269.0
100-43021 TOURIST ROOMING HOUSE PERMIT	.00	4,950.00	6,750.00	1,800.00	73.3
100-43022 SHORT TERM RENTAL PERMIT	.00	(950.00)	19,000.00	19,950.00	(5.0)
100-43025 TRANSIENT MERCHANT PERMIT	.00	400.00	.00	(400.00)	.0
100-43090 INVOICED SERVICE PAYMENTS	8,128.75	103,883.03	10,000.00	(93,883.03)	1038.8
TOTAL LICENSES & PERMITS	32,218.97	202,084.43	154,170.00	(47,914.43)	131.1

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>PUBLIC CHARGES FOR SERVICE</u>					
100-44040 POLICE GEN REVENUE	27.00	190.00	250.00	60.00	76.0
100-44043 POLICE ALARM PERMITS	10.00	10.00	.00	(10.00)	.0
100-44049 SPECIAL ASSESSMENT LETTERS	520.00	3,680.00	4,000.00	320.00	92.0
100-44060 STREET OPENING PERMIT	200.00	1,450.00	500.00	(950.00)	290.0
100-44095 TENNIS REVENUE	.00	.00	3,000.00	3,000.00	.0
100-44098 REC DEPT PROGRAM REVENUE	.00	140.00	650.00	510.00	21.5
100-44099 TAI CHI REVENUES	.00	1,818.00	.00	(1,818.00)	.0
100-44100 BASEBALL/SOFTBALL REG FEES	330.00	6,795.00	8,000.00	1,205.00	84.9
100-44102 ADULT PROGRAM REVENUE	197.00	3,417.00	3,500.00	83.00	97.6
100-44103 SUMMER PROGAM REVENUE	200.00	2,609.54	6,500.00	3,890.46	40.2
100-44106 DONATION FOR REC DEPT-MISC	500.00	1,000.00	4,000.00	3,000.00	25.0
100-44107 FACILITY RENTAL REVENUE	400.00	3,300.00	3,000.00	(300.00)	110.0
100-44108 EDGEWATER DEPOSIT	.00	1,000.00	.00	(1,000.00)	.0
100-44301 WATERWAY MARKERS	21.00	6,237.00	6,100.00	(137.00)	102.3
100-44620 LAKEFRONT/SHORE INCOME	215.75	15,951.50	15,000.00	(951.50)	106.3
100-44621 BEACH REVENUE	11,695.00	58,344.00	100,000.00	41,656.00	58.3
100-44622 LAUNCH REVENUE	18,686.91	137,472.91	180,000.00	42,527.09	76.4
100-44623 HORVATH DRY STORAGE REVENUE	.00	25,166.80	24,000.00	(1,166.80)	104.9
100-44625 TOWN OF LINN BEACH REVENUE	.00	.00	15,000.00	15,000.00	.0
100-44630 KAYAK/PADDLEBOARD RENTAL FEES	70.00	1,359.02	14,000.00	12,640.98	9.7
TOTAL PUBLIC CHARGES FOR SERVICE	33,072.66	269,940.77	387,500.00	117,559.23	69.7
<u>FINES & FORFEITURES</u>					
100-45001 COURT FINE REVENUE	1,838.95	21,978.66	28,267.00	6,288.34	77.8
100-45002 PARKING TICKET REVENUE	1,145.00	3,230.00	2,000.00	(1,230.00)	161.5
TOTAL FINES & FORFEITURES	2,983.95	25,208.66	30,267.00	5,058.34	83.3
<u>SOURCE 46</u>					
100-46000 WEED AND NUISANCE CONTROL	.00	.00	750.00	750.00	.0
TOTAL SOURCE 46	.00	.00	750.00	750.00	.0
<u>COMMERCIAL</u>					
100-48004 INTEREST ON INVESTMENTS	.00	148,419.74	130,000.00	(18,419.74)	114.2
100-48013 BOAT SLIP RENTAL	.00	260,385.52	273,000.00	12,614.48	95.4
100-48015 GENEVA LK LAW ENFORCEMENT AGCY	.00	24,662.92	31,000.00	6,337.08	79.6
100-48016 MUNICIPAL BUSINESS LEASE PYMT	339.42	620.47	1,000.00	379.53	62.1
100-48500 STATE RECYCLING GRANTS	.00	8,167.70	.00	(8,167.70)	.0
TOTAL COMMERCIAL	339.42	442,256.35	435,000.00	(7,256.35)	101.7

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
100-49001 AURORA DONATION	.00	3,250.00	.00	(3,250.00)	.0
100-49002 INSURANCE PAYMENTS/REBATE	.00	4,205.00	2,500.00	(1,705.00)	168.2
100-49003 SALE OF VGE ASSET	.00	1,500.00	10,000.00	8,500.00	15.0
100-49009 GENERAL MISC UNCLASS	63.00	1,017.08	1,000.00	(17.08)	101.7
100-49200 OPERATING TRANSFER	.00	.00	9,500.00	9,500.00	.0
TOTAL MISCELLANEOUS	63.00	9,972.08	23,000.00	13,027.92	43.4
TOTAL FUND REVENUE	81,827.42	2,730,758.43	3,512,290.00	781,531.57	77.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
GENERAL GOVERNMENT					
100-51110-110 VILLAGE BOARD WAGES	.00	11,762.50	22,050.00	10,287.50	53.3
100-51110-121 VILLAGE BOARD FICA	.00	899.86	1,687.00	787.14	53.3
100-51110-130 VILLAGE BOARD OTHER EXPENSE	.00	.00	2,475.00	2,475.00	.0
100-51210-110 MUNICIPAL COURT WAGES	2,914.70	24,774.95	33,891.00	9,116.05	73.1
100-51210-121 MUNICIPAL COURT FICA	222.98	1,895.33	2,593.00	697.67	73.1
100-51210-150 MUNICIPAL COURT IT FEES	.00	4,280.64	5,000.00	719.36	85.6
100-51210-160 MUNICIPAL COURT SUPPLIES	.00	33.87	500.00	466.13	6.8
100-51210-161 MUNICIPAL COURT POSTAGE	.00	.00	500.00	500.00	.0
100-51210-190 MUNICIPAL COURT TRAINING	40.00	840.00	2,500.00	1,660.00	33.6
100-51400-000 RECRUITING FEES	.00	2,756.69	.00	(2,756.69)	.0
100-51405-000 BILLABLE SERVICES	7,157.81	72,992.26	10,000.00	(62,992.26)	729.9
100-51410-110 GEN ADMIN WAGES	13,547.12	115,234.55	180,037.00	64,802.45	64.0
100-51410-121 GEN ADMIN FICA	967.00	8,329.46	13,814.00	5,484.54	60.3
100-51410-122 GEN ADMIN RETIREMENT	934.74	7,951.45	12,460.00	4,508.55	63.8
100-51410-123 GEN ADMIN HEALTH INSURANCE	.00	10,772.85	37,985.00	27,212.15	28.4
100-51410-124 GEN ADMIN LIFE INSURANCE	.00	493.71	375.00	(118.71)	131.7
100-51410-127 GEN ADMIN HSA FUNDING	.00	4,481.00	8,375.00	3,894.00	53.5
100-51410-130 GEN ADMIN IT EXPENSE	.00	3,419.97	960.00	(2,459.97)	356.3
100-51410-144 GEN ADMIN OFFICE EQUIPMENT	1,119.51	1,119.51	.00	(1,119.51)	.0
100-51410-160 GEN ADMIN SUPPLIES	144.24	7,213.76	3,500.00	(3,713.76)	206.1
100-51410-161 GEN ADMIN POSTAGE	.00	2,231.65	11,900.00	9,668.35	18.8
100-51410-162 GEN ADMIN COPIER EXPENSE	.00	1,898.55	3,384.00	1,485.45	56.1
100-51410-190 GEN ADMIN TRAINING	.00	1,746.93	6,500.00	4,753.07	26.9
100-51410-200 GEN ADMIN TELEPHONE	.00	1,987.35	6,624.00	4,636.65	30.0
100-51410-210 GEN ADMIN PUBLICATIONS	324.80	2,228.42	5,000.00	2,771.58	44.6
100-51410-300 GEN ADMIN CODIFICATION	995.00	995.00	6,200.00	5,205.00	16.1
100-51412-000 ELECTION EXPENSE	.00	2,335.31	4,205.00	1,869.69	55.5
100-51412-110 ELECTION WAGES	3,355.00	6,905.00	20,000.00	13,095.00	34.5
100-51412-121 ELECTION FICA	.00	.00	60.00	60.00	.0
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	1,029.50	17,804.18	29,603.00	11,798.82	60.1
100-51415-000 LEAGUE EXPENSES/DUES	.00	.00	3,707.00	3,707.00	.0
100-51510-000 INSURANCE EXPENSE	.00	66,376.34	75,519.00	9,142.66	87.9
100-51520-000 ASSESSOR CONTRACT	1,500.00	10,512.81	18,000.00	7,487.19	58.4
100-51521-000 PROPERTY REASSESSMENT	.00	.00	3,727.00	3,727.00	.0
100-51560-000 CONTINGENCY	.00	.00	35,660.00	35,660.00	.0
100-51570-000 AUDIT EXPENSE	4,666.67	24,009.17	28,150.00	4,140.83	85.3
100-51575-000 FINANCIAL MGT PLAN EXPENSE	.00	17,208.75	.00	(17,208.75)	.0
100-51610-000 LEGAL SERVICES	483.00	24,894.30	60,000.00	35,105.70	41.5
100-51650-000 MISCELLANEOUS-AUDIT	.00	17,500.00	.00	(17,500.00)	.0
100-51720-150 LIONS FIELD HOUSE REPAIR/MAINT	65.97	259.89	2,262.00	2,002.11	11.5
100-51720-160 LIONS FIELD HOUSE SUPPLIES	.00	82.45	937.00	854.55	8.8
100-51720-170 LIONS FIELD HOUSE GAS	.00	869.29	2,318.00	1,448.71	37.5
100-51720-171 LIONS FIELD HOUSE ELECTRIC	.00	465.70	1,861.00	1,395.30	25.0
100-51720-173 LIONS FIELD HOUSE W&S	.00	328.97	1,329.00	1,000.03	24.8
100-51720-175 JANITORIAL SERVICES	.00	2,178.70	5,882.00	3,703.30	37.0
100-51720-200 LIONS FIELD HOUSE TELEPHONE	9.50	9.50	.00	(9.50)	.0
100-51730-150 VH BLDG REPAIRS/MAINT	213.67	896.88	8,000.00	7,103.12	11.2
100-51730-160 VH BLDG SUPPLIES	.00	299.63	2,434.00	2,134.37	12.3
100-51730-170 VH BLDG GAS	.00	1,195.34	3,125.00	1,929.66	38.3
100-51730-171 VH BLDG ELECTRIC	.00	3,059.89	8,885.00	5,825.11	34.4
100-51730-173 VH BLDG WATER & SEWER	.00	848.34	2,567.00	1,718.66	33.1
100-51730-175 JANITORIAL SERVICES	.00	3,375.00	8,762.00	5,387.00	38.5

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-51965-000	WMS BAY BUSINESS ASSOC	18,488.44	44,529.69	33,600.00	(10,929.69)	132.5
100-51970-000	SHORT TERM RENTAL ADMIN	.00	.00	6,600.00	6,600.00	.0
TOTAL GENERAL GOVERNMENT		58,179.65	536,285.39	745,503.00	209,217.61	71.9

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
100-52120-110 POLICE WAGES	51,988.30	430,504.73	695,987.00	265,482.27	61.9
100-52120-111 POLICE PT SHIFT PREMIUM	151.25	253.75	600.00	346.25	42.3
100-52120-112 POLICE OT WAGES	7,430.82	36,576.43	100,000.00	63,423.57	36.6
100-52120-120 POLICE CONSULTANT WAGES	.00	10,838.86	.00	(10,838.86)	.0
100-52120-121 POLICE FICA	4,371.90	34,113.35	53,072.00	18,958.65	64.3
100-52120-122 POLICE RETIREMENT	8,210.19	63,642.99	108,379.00	44,736.01	58.7
100-52120-123 POLICE HEALTH INSURANCE	.00	35,016.37	133,254.00	98,237.63	26.3
100-52120-124 POLICE LIFE INSURANCE	.00	639.22	1,021.00	381.78	62.6
100-52120-125 POLICE UNIFORMS	.00	4,446.83	9,000.00	4,553.17	49.4
100-52120-127 POLICE HSA FUNDING	.00	20,416.34	35,000.00	14,583.66	58.3
100-52120-130 POLICE IT EXPENSE	416.00	32,994.61	35,110.00	2,115.39	94.0
100-52120-140 POLICE CAPITAL OUTLAY	.00	275.13	.00	(275.13)	.0
100-52120-150 POLICE REPAIRS/MAINT	2,113.19	5,680.74	10,000.00	4,319.26	56.8
100-52120-160 POLICE SUPPLIES	958.46	3,759.41	7,880.00	4,120.59	47.7
100-52120-161 POLICE POSTAGE/CONFINEMENT	55.00	348.35	150.00	(198.35)	232.2
100-52120-180 POLICE FUEL	.00	3,940.03	20,000.00	16,059.97	19.7
100-52120-190 POLICE TRAINING	300.00	8,178.31	17,750.00	9,571.69	46.1
100-52120-200 POLICE TELEPHONE	.00	2,906.24	.00	(2,906.24)	.0
100-52120-210 POLICE COMMUNITY PROGRAMS	.00	.00	2,500.00	2,500.00	.0
100-52120-220 POLICE LICENSE SUPENSION FEE	.00	9.00	.00	(9.00)	.0
100-52130-110 WATER SAFETY PATROL	.00	30,317.00	30,317.00	.00	100.0
100-52130-120 GENEVA LAKE ENVIRONMENTAL AGCY	.00	20,000.00	40,000.00	20,000.00	50.0
100-52130-130 GENEVA LAKE LAW ENFORCEMENT	.00	73,000.00	73,000.00	.00	100.0
100-52130-150 EMERGENCY MANAGEMENT	39.98	491.63	1,200.00	708.37	41.0
100-52320-106 FIRE DEPT OFFICER PAY	.00	14,494.69	.00	(14,494.69)	.0
100-52320-107 FIRE DEPT MEETING PAY	.00	2,106.32	56,847.00	54,740.68	3.7
100-52320-108 FIRE DEPT DRILL PAY	.00	5,544.00	.00	(5,544.00)	.0
100-52320-109 FIRE DEPT CALLS PAY	.00	10,436.80	.00	(10,436.80)	.0
100-52320-120 FIRE DEPT TRAINING PAY	.00	596.16	.00	(596.16)	.0
100-52320-121 FIRE DEPT FICA	.00	2,419.46	4,349.00	1,929.54	55.6
100-52320-122 FIRE DEPT RETIREMENT	.00	512.72	717.00	204.28	71.5
100-52320-130 FIRE DEPT IT	132.50	633.19	1,200.00	566.81	52.8
100-52320-150 FIRE DEPT REPAIRS/MAINT	.00	2,849.49	16,000.00	13,150.51	17.8
100-52320-160 FIRE DEPT SUPPLIES	.00	3,472.50	6,500.00	3,027.50	53.4
100-52320-170 FIRE DEPT GAS	.00	1,259.81	5,300.00	4,040.19	23.8
100-52320-171 FIRE DEPT ELECTRIC	.00	673.38	2,000.00	1,326.62	33.7
100-52320-173 FIRE DEPT WATER & SEWER	.00	314.03	800.00	485.97	39.3
100-52320-180 FIRE DEPT FUEL	.00	293.14	1,000.00	706.86	29.3
100-52320-190 FIRE DEPT TRAINING/CONFERENCES	.00	275.00	5,500.00	5,225.00	5.0
100-52320-200 FIRE DEPT TELEPHONE	75.42	1,437.45	4,715.00	3,277.55	30.5
100-52340-107 DIVE TEAM MEETING PAY	.00	18.60	1,363.00	1,344.40	1.4
100-52340-108 DIVE TEAM DRILL PAY	.00	124.00	.00	(124.00)	.0
100-52340-121 DIVE TEAM FICA	.00	1.42	104.00	102.58	1.4
100-52340-145 DIVE TEAM TANK MAINTENANCE	.00	.00	4,260.00	4,260.00	.0
100-52340-150 DIVE TEAM REPAIRS/MAINT	166.48	166.48	600.00	433.52	27.8
100-52340-190 DIVE TEAM TRAINING	.00	.00	1,250.00	1,250.00	.0
100-52360-106 RESCUE DEPT OFFICER PAY	.00	2,535.75	.00	(2,535.75)	.0
100-52360-107 RESCUE DEPT MEETING PAY	.00	353.40	15,106.00	14,752.60	2.3
100-52360-108 RESCUE DEPT TRAINING PAY	.00	1,004.40	.00	(1,004.40)	.0
100-52360-109 RESCUE DEPT CALLS PAY	.00	1,300.00	.00	(1,300.00)	.0
100-52360-121 RESCUE DEPT FICA	.00	339.46	1,156.00	816.54	29.4
100-52360-122 RESCUE DEPT RETIREMENT	.00	4.14	.00	(4.14)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-52360-130 RESCUE DEPT IT EXPENSE	23.50	241.39	89.00	(152.39)	271.2
100-52360-150 RESCUE DEPT REPAIRS/MAINT	.00	.00	300.00	300.00	.0
100-52360-160 RESCUE DEPT SUPPLIES	.00	29.99	1,000.00	970.01	3.0
100-52360-180 RESCUE DEPT FUEL	.00	293.14	.00	(293.14)	.0
100-52360-190 RESCUE DEPT TRAINING	.00	.00	1,080.00	1,080.00	.0
100-52360-200 RESCUE DEPT TELEPHONE	.00	348.07	2,747.00	2,398.93	12.7
TOTAL PUBLIC SAFETY	76,432.99	872,427.70	1,508,203.00	635,775.30	57.9

PUBLIC SAFETY

100-53100-160 BLDG INSP SUPPLIES	.00	373.15	.00	(373.15)	.0
100-53100-210 ZONING INSPECTION CONTRACT	.00	7,971.00	25,000.00	17,029.00	31.9
100-53100-211 BLDG INSPECTION CONTRACT	.00	56,051.39	70,400.00	14,348.61	79.6
100-53100-215 CODE ENFORCEMENT CONTRACT	.00	21,805.00	25,000.00	3,195.00	87.2
100-53100-220 STR ENFORCEMENT CONTRACT	.00	5,145.00	2,500.00	(2,645.00)	205.8
TOTAL PUBLIC SAFETY	.00	91,345.54	122,900.00	31,554.46	74.3

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
100-54100-110 DPW ADMIN WAGES	3,489.52	29,646.49	45,000.00	15,353.51	65.9
100-54100-121 DPW ADMIN FICA	224.06	1,904.51	3,467.00	1,562.49	54.9
100-54100-122 DPW ADMIN RETIREMENT	238.86	2,030.31	3,105.00	1,074.69	65.4
100-54100-123 DPW ADMIN HEALTH INSURANCE	.00	3,378.11	9,999.00	6,620.89	33.8
100-54100-124 DPW ADMIN LIFE INSURANCE	.00	.00	90.00	90.00	.0
100-54100-127 DPW HSA FUNDING	.00	1,458.26	2,500.00	1,041.74	58.3
100-54100-300 ENGINEERING	.00	1,097.50	10,000.00	8,902.50	11.0
100-54310-110 STREETS WAGES	8,003.08	63,843.07	88,928.00	25,084.93	71.8
100-54310-112 STREETS OT WAGES	12.85	2,227.91	3,500.00	1,272.09	63.7
100-54310-113 STREETS DBL OT WAGES	.00	1,123.68	3,500.00	2,376.32	32.1
100-54310-121 STREETS FICA	583.39	4,950.60	7,485.00	2,534.40	66.1
100-54310-122 STREETS RETIREMENT	463.84	4,205.38	5,443.00	1,237.62	77.3
100-54310-123 STREETS HEALTH INSURANCE	.00	5,113.52	24,280.00	19,166.48	21.1
100-54310-124 STREETS LIFE INSURANCE	.00	144.31	307.00	162.69	47.0
100-54310-125 STREETS UNIFORMS	.00	384.37	2,500.00	2,115.63	15.4
100-54310-127 STREETS HSA FUNDING	.00	2,019.94	5,830.00	3,810.06	34.7
100-54310-150 STREETS EQUIP REPAIRS/MAINT	1,173.95	13,048.85	27,000.00	13,951.15	48.3
100-54310-160 STREETS SUPPLIES	.00	1,669.01	6,500.00	4,830.99	25.7
100-54310-170 STREETS GAS	.00	2,580.26	4,000.00	1,419.74	64.5
100-54310-171 STREETS ELECTRIC	.00	1,908.78	6,000.00	4,091.22	31.8
100-54310-173 STREETS WATER & SEWER	.00	343.91	960.00	616.09	35.8
100-54310-175 STREETS ROAD MAINTENANCE	.00	24,560.00	25,000.00	440.00	98.2
100-54310-180 STREETS FUEL	.00	3,279.07	9,500.00	6,220.93	34.5
100-54310-190 STREETS TRAINING	.00	1,640.49	1,000.00	(640.49)	164.1
100-54310-200 STREETS TELEPHONE	.00	208.37	1,000.00	791.63	20.8
100-54310-280 SNOW/ICE CONTROL MATERIALS	.00	7,983.83	17,500.00	9,516.17	45.6
100-54310-281 TRAFFIC SIGNS/MARKINGS	652.68	1,271.89	2,000.00	728.11	63.6
100-54310-282 HIGHWAY STRIPING/MARKING	.00	.00	1,000.00	1,000.00	.0
100-54420-000 STREET LIGHTING	.00	15,641.62	35,000.00	19,358.38	44.7
100-54710-000 REFUSE COLLECTIONS	.00	51,827.70	167,550.00	115,722.30	30.9
TOTAL PUBLIC WORKS	14,842.23	249,491.74	519,944.00	270,452.26	48.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEISURE ACTIVITIES</u>					
100-55210-110 REC DEPT WAGES	7,885.67	58,072.54	108,932.00	50,859.46	53.3
100-55210-121 REC DEPT FICA	587.15	4,357.60	8,333.00	3,975.40	52.3
100-55210-122 REC DEPT RETIREMENT	382.16	2,484.04	4,285.00	1,800.96	58.0
100-55210-123 REC DEPT HEALTH INSURANCE	.00	1,581.48	7,790.00	6,208.52	20.3
100-55210-124 REC DEPT LIFE INSURANCE	.00	30.25	65.00	34.75	46.5
100-55210-127 REC DEPT HSA FUNDING	.00	1,249.98	2,500.00	1,250.02	50.0
100-55210-130 REC DEPT TECHNOLOGY/IT	401.50	906.98	1,036.00	129.02	87.6
100-55210-143 FACILITY MAINTENANC/EQUIPMENT	.00	.00	4,500.00	4,500.00	.0
100-55210-150 REC DEPT REPAIRS/MAINTENANCE	.00	230.00	.00	(230.00)	.0
100-55210-160 REC DEPT SUPPLIES/MATERIALS	.00	1,222.78	2,400.00	1,177.22	51.0
100-55210-190 REC DEPT TRAINING	.00	110.05	743.00	632.95	14.8
100-55210-200 REC DEPT TELEPHONE	.00	611.22	1,128.00	516.78	54.2
100-55210-210 REC DEPT PUBLICATIONS	.00	1,664.00	4,000.00	2,336.00	41.6
100-55210-270 REC DEPT ATHLETIC PROGRAM EXP	.00	3,078.00	4,686.00	1,608.00	65.7
100-55210-271 REC DEPT BASEBALL EXPENSES	365.97	4,564.22	11,022.00	6,457.78	41.4
100-55210-274 REC DEPT ADULT FITNESS	.00	56.80	.00	(56.80)	.0
100-55210-275 REC DEPT PROGRAM EXPENSES	944.17	7,107.91	13,839.00	6,731.09	51.4
100-55210-278 EVENT EXPENSES	.00	.00	939.00	939.00	.0
100-55210-279 REC DEPT DONATION/SPONSORSHIP	.00	.00	1,229.00	1,229.00	.0
100-55210-280 KAYAK/PADDLEBOARD EXPENSE	53.53	197.52	1,381.00	1,183.48	14.3
100-55410-110 PARKS WAGES	5,001.76	34,132.46	47,213.00	13,080.54	72.3
100-55410-112 PARKS OT WAGES	.00	889.95	2,454.00	1,564.05	36.3
100-55410-113 PARKS DBL OT WAGES	.00	288.63	2,598.00	2,309.37	11.1
100-55410-115 PARKS CONTRACT LABOR	.00	3,169.00	10,000.00	6,831.00	31.7
100-55410-121 PARKS FICA	370.11	2,594.90	4,134.00	1,539.10	62.8
100-55410-122 PARKS RETIREMENT	177.03	1,586.00	2,419.00	833.00	65.6
100-55410-123 PARKS HEALTH INSURANCE	.00	3,332.88	9,989.00	6,656.12	33.4
100-55410-124 PARKS LIFE INSURANCE	.00	94.58	185.00	90.42	51.1
100-55410-125 PARKS UNIFORMS	200.00	241.99	2,000.00	1,758.01	12.1
100-55410-127 PARKS HSA FUNDING	.00	1,868.84	2,500.00	631.16	74.8
100-55410-148 TENNIS COURT MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
100-55410-150 PARKS REPAIRS/MAINT	1,219.97	6,933.37	19,000.00	12,066.63	36.5
100-55410-160 PARKS SUPPLIES	290.47	730.43	1,500.00	769.57	48.7
100-55410-170 PARKS GAS	.00	603.77	4,500.00	3,896.23	13.4
100-55410-171 PARKS ELECTRIC	.00	2,858.54	6,500.00	3,641.46	44.0
100-55410-173 PARKS WATER & SEWER	.00	1,345.76	3,740.00	2,394.24	36.0
100-55410-180 PARKS FUEL	.00	2,148.74	7,500.00	5,351.26	28.7
100-55411-110 LAKEFRONT WAGES	17,511.52	72,290.13	109,424.00	37,133.87	66.1
100-55411-112 LAKEFRONT OT WAGES	.00	67.50	.00	(67.50)	.0
100-55411-121 LAKEFRONT FICA	1,339.63	5,535.38	8,371.00	2,835.62	66.1
100-55411-125 LAKEFRONT UNIFORMS	.00	.00	1,000.00	1,000.00	.0
100-55411-130 LAKEFRONT IT	218.50	236.50	605.00	368.50	39.1
100-55411-150 LAKEFRONT REPAIRS/MAINT	141.26	504.10	11,000.00	10,495.90	4.6
100-55411-153 LAKEFRONT PIER REPAIRS	.00	14,802.95	70,000.00	55,197.05	21.2
100-55411-154 LAKEFRONT PIER INSTALLATION	.00	16,541.71	80,000.00	63,458.29	20.7
100-55411-160 LAKEFRONT SUPPLIES	.00	10,080.35	10,500.00	419.65	96.0
100-55411-200 LAKEFRONT TELEPHONE	.00	257.29	1,000.00	742.71	25.7
100-55412-000 GENEVA LK LEVEL CORP	.00	.00	3,000.00	3,000.00	.0
100-55415-000 ENHANCEMENT COMMITTEE	.00	308.27	800.00	491.73	38.5
TOTAL LEISURE ACTIVITIES	37,090.40	270,969.39	604,740.00	333,770.61	44.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONSERVATION & DEVELOPMENT</u>					
100-56120-000	HOLIDAY DECORATION SUPPLIES	.00	183.00	1,500.00	1,317.00	12.2
100-56130-000	TREE ENHANCEMENT	.00	2,407.50	8,500.00	6,092.50	28.3
100-56420-190	HORVATH PROPERTY EXPENSE	.00	110.27	1,000.00	889.73	11.0
	TOTAL CONSERVATION & DEVELOPMENT	.00	2,700.77	11,000.00	8,299.23	24.6
	<u>COST CATEGORY 57</u>					
100-57921-150	LATE FEES, PENALTIES, INTEREST	.00	40.00	.00	(40.00)	.0
	TOTAL COST CATEGORY 57	.00	40.00	.00	(40.00)	.0
	TOTAL FUND EXPENDITURES	186,545.27	2,023,260.53	3,512,290.00	1,489,029.47	57.6
	NET REVENUE OVER EXPENDITURES	(104,717.85)	707,497.90	.00	(707,497.90)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

POLCE DEPT DONATIONS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
110-42004	POLICE DONATIONS	.00	5.00	1,841.00	1,836.00	.3
	TOTAL INTERGOVERNMENTAL	.00	5.00	1,841.00	1,836.00	.3
	TOTAL FUND REVENUE	.00	5.00	1,841.00	1,836.00	.3
	NET REVENUE OVER EXPENDITURES	.00	5.00	1,841.00	1,836.00	.3

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

ARPA LOCAL RECOVERY FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
115-42004	ARPA LOCAL RECOVERY FUNDS	.00	.00	280,220.00	280,220.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	280,220.00	280,220.00	.0
	TOTAL FUND REVENUE	.00	.00	280,220.00	280,220.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

ARPA LOCAL RECOVERY FUNDS

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>ARPA EXPENDITURES</u>					
115-52320-165	ARPA LOCAL RECOV EXPENDITURES	<u>7,620.00</u>	<u>42,687.16</u>	<u>280,220.00</u>	<u>237,532.84</u>	<u>15.2</u>
	TOTAL ARPA EXPENDITURES	<u>7,620.00</u>	<u>42,687.16</u>	<u>280,220.00</u>	<u>237,532.84</u>	<u>15.2</u>
	TOTAL FUND EXPENDITURES	<u>7,620.00</u>	<u>42,687.16</u>	<u>280,220.00</u>	<u>237,532.84</u>	<u>15.2</u>
	NET REVENUE OVER EXPENDITURES	<u>(7,620.00)</u>	<u>(42,687.16)</u>	<u>.00</u>	<u>42,687.16</u>	<u>.0</u>

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

EMS IGA FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
120-41100	EMS TAX LEVY	.00	744,178.30	928,077.00	183,898.70	80.2
	TOTAL TAXES	.00	744,178.30	928,077.00	183,898.70	80.2
	TOTAL FUND REVENUE	.00	744,178.30	928,077.00	183,898.70	80.2

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

EMS IGA FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EMS IGA EXPENDITURES</u>					
120-52320-165	EMS IGA EXPENDITURES	207,185.20	364,063.09	930,633.00	566,569.91	39.1
	TOTAL EMS IGA EXPENDITURES	207,185.20	364,063.09	930,633.00	566,569.91	39.1
	TOTAL FUND EXPENDITURES	207,185.20	364,063.09	930,633.00	566,569.91	39.1
	NET REVENUE OVER EXPENDITURES	(207,185.20)	380,115.21	(2,556.00)	(382,671.21)	14871.

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

		TREE ENHANCEMENT				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>						
125-42004	TREE ENHANCEMENT REVENUE	.00	1,070.00	.00	(1,070.00)	.0
	TOTAL INTERGOVERNMENTAL	.00	1,070.00	.00	(1,070.00)	.0
	TOTAL FUND REVENUE	.00	1,070.00	.00	(1,070.00)	.0
	NET REVENUE OVER EXPENDITURES	.00	1,070.00	.00	(1,070.00)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC CHARGES FOR SERVICE</u>					
200-44460	WATER RESIDENTIAL SALES	223.16	226,168.02	508,000.00	281,831.98	44.5
200-44461	WATER COMMERCIAL SALES	.00	39,686.39	102,000.00	62,313.61	38.9
200-44463	WATER PUBLIC FIRE PROTECTION	125.08	132,784.14	265,000.00	132,215.86	50.1
200-44464	WATER PUBLIC AUTH SALES	.00	5,232.60	18,000.00	12,767.40	29.1
200-44465	PRIVATE FIRE REVENUE-WTR	.00	1,808.40	3,700.00	1,891.60	48.9
200-44466	MULTIFAMILY RESIDENTIAL	.00	8,983.44	20,000.00	11,016.56	44.9
200-44470	WATER FORFEITED DISCOUNTS	(1.13)	2,343.76	4,000.00	1,656.24	58.6
200-44474	WATER OTHER REVENUE	160.00	880.00	2,500.00	1,620.00	35.2
200-44475	IMPACT FEES	6,295.00	22,032.50	40,000.00	17,967.50	55.1
	TOTAL PUBLIC CHARGES FOR SERVICE	6,802.11	439,919.25	963,200.00	523,280.75	45.7
	<u>COMMERCIAL</u>					
200-48004	INTEREST ON INVESTMENTS	.00	159,248.06	111,288.00	(47,960.06)	143.1
200-48005	PROPERTY RENTAL/TOWER LEASE	.00	31,064.57	60,000.00	28,935.43	51.8
200-48420	IMPACT FEE INTEREST INCOME	.00	2,680.78	1,000.00	(1,680.78)	268.1
	TOTAL COMMERCIAL	.00	192,993.41	172,288.00	(20,705.41)	112.0
	TOTAL FUND REVENUE	6,802.11	632,912.66	1,135,488.00	502,575.34	55.7

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER UTILITY</u>					
200-57346-000 NEW WATER METERS	.00	26,489.97	25,000.00	(1,489.97)	106.0
200-57346-100 METER REPLACEMENT PROGRAM	.00	.00	30,000.00	30,000.00	.0
200-57408-000 WATER TAX EQUIVALENT	.00	.00	100,800.00	100,800.00	.0
200-57427-000 INTEREST EXPENSE	.00	2,957.11	231,969.00	229,011.89	1.3
200-57599-000 WATER INSURANCE EXPENSE	.00	34,705.83	30,000.00	(4,705.83)	115.7
200-57600-150 WELL #3 - REPAIRS	.00	310.49	800.00	489.51	38.8
200-57601-150 WELL #1 - REPAIRS	.00	.00	800.00	800.00	.0
200-57602-150 WELL #2 - REPAIRS	.00	312.50	800.00	487.50	39.1
200-57610-140 WATER FUND CAPITAL OUTLAY	37,381.51	371,362.99	50,936.00	(320,426.99)	729.1
200-57622-170 WATER POWER - NATURAL GAS	.00	1,543.84	7,000.00	5,456.16	22.1
200-57622-171 WATER POWER - ELECTRIC	.00	25,503.41	65,000.00	39,496.59	39.2
200-57623-160 WATER PUMPING SUPPLIES	.00	573.62	200.00	(373.62)	286.8
200-57623-170 WATER TESTING	100.00	1,467.44	3,000.00	1,532.56	48.9
200-57630-110 WATER TREATMENT - WAGES	4,143.88	34,954.27	41,715.00	6,760.73	83.8
200-57630-112 WATER TREATMENT - OT WAGES	12.85	1,337.96	3,168.00	1,830.04	42.2
200-57630-113 WATER TREATMENT - DBL OT WAGES	.00	835.05	.00	(835.05)	.0
200-57630-121 WATER TREATMENT - FICA	300.61	2,756.37	3,353.00	596.63	82.2
200-57630-122 WATER TREATMENT - RETIREMENT	286.81	2,619.28	3,024.00	404.72	86.6
200-57630-123 WATER TREATMENT - HEALTH INS	.00	2,213.32	14,291.00	12,077.68	15.5
200-57630-124 WATER TREATMENT - LIFE INS	.00	36.93	122.00	85.07	30.3
200-57630-127 WATER TREATMENT HSA FUNDING	.00	972.16	3,330.00	2,357.84	29.2
200-57631-160 WATER TREATMENT CHEMICALS	5,592.52	51,999.01	135,000.00	83,000.99	38.5
200-57632-160 WATER TREATMENT SUPPLIES	.00	914.45	2,200.00	1,285.55	41.6
200-57635-150 WATER TREATMENT REPAIRS/ MAINT	.00	705.28	5,000.00	4,294.72	14.1
200-57640-110 WATER DISTRIBUTION - WAGES	4,144.26	34,963.54	41,840.00	6,876.46	83.6
200-57640-112 WATER DISTRIBUTION - OT WAGES	12.85	1,338.31	3,168.00	1,829.69	42.2
200-57640-113 WATER DISTRIBUTION-DBL OT WAGE	.00	835.28	.00	(835.28)	.0
200-57640-121 WATER DISTRIBUTION - FICA	300.71	2,757.20	3,363.00	605.80	82.0
200-57640-122 WATER DISTRIBUTION -RETIREMENT	286.84	2,619.74	3,033.00	413.26	86.4
200-57640-123 WATER DISTRIBUTION - HLTH INS	.00	1,347.64	14,334.00	12,986.36	9.4
200-57640-124 WATER DISTRIBUTION - LIFE INS	.00	36.93	122.00	85.07	30.3
200-57640-127 WATER DISTRIBUTION HSA FUNDING	.00	972.30	3,340.00	2,367.70	29.1
200-57641-160 WATER DISTRIBUTION SUPPLIES	.00	4,252.95	6,000.00	1,747.05	70.9
200-57650-150 WATER TOWERS REPAIRS/MAINT	.00	14,626.40	1,000.00	(13,626.40)	1462.6
200-57651-150 WATER MAINS REPAIRS/MAINT	4,571.25	25,209.59	35,000.00	9,790.41	72.0
200-57652-150 WATER SERVICES REPAIRS/ MAINT	45.75	8,536.49	6,000.00	(2,536.49)	142.3
200-57653-151 WATER METER TESTING	.00	.00	3,000.00	3,000.00	.0
200-57654-150 HYDRANT REPAIRS/MAINT	.00	3,047.00	10,000.00	6,953.00	30.5
200-57656-150 CROSS CONNECTION INSPECTION	.00	9,050.00	22,000.00	12,950.00	41.1
200-57902-110 WATER ACCOUNTING - WAGES	4,420.84	37,380.46	.00	(37,380.46)	.0
200-57902-121 WATER ACCOUNTING - FICA	322.96	2,730.50	.00	(2,730.50)	.0
200-57902-122 WATER ACCOUNTING- RETIREMENT	305.05	2,579.35	.00	(2,579.35)	.0
200-57902-123 WATER ACCOUNTING - HEALTH INS	.00	4,406.03	.00	(4,406.03)	.0
200-57902-124 WATER ACCOUNTING - LIFE INS	.00	72.62	.00	(72.62)	.0
200-57902-127 WATER ACCT HSA FUNDING	.00	1,822.94	.00	(1,822.94)	.0
200-57903-125 WATER METER READING - UNIFORMS	.00	12.00	5,500.00	5,488.00	.2
200-57920-110 WATER ADMIN - WAGES	3,058.19	25,990.17	90,297.00	64,306.83	28.8
200-57920-121 WATER ADMIN - FICA	201.72	1,714.62	6,920.00	5,205.38	24.8
200-57920-122 WATER ADMIN - RETIREMENT	210.06	1,785.51	6,231.00	4,445.49	28.7
200-57920-123 WATER ADMIN - HEALTH INS	.00	2,666.32	20,288.00	17,621.68	13.1
200-57920-124 WATER ADMIN - LIFE INS	.00	85.98	160.00	74.02	53.7
200-57920-127 WATER ADMIN HSA FUNDING	.00	1,166.74	4,875.00	3,708.26	23.9

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
200-57921-130 WATER IT EXPENSE	40.50	604.60	1,000.00	395.40	60.5
200-57921-160 WATER OFFICE SUPPLIES	391.50	1,498.10	10,000.00	8,501.90	15.0
200-57921-200 WATER TELEPHONE	.00	736.24	850.00	113.76	86.6
200-57923-000 WATER ATTORNEY EXPENSE	.00	618.75	1,000.00	381.25	61.9
200-57924-000 WATER ENGINEERING EXPENSE	8,648.00	18,231.75	5,000.00	(13,231.75)	364.6
200-57925-000 WATER AUDIT EXPENSE	4,666.67	4,666.67	12,000.00	7,333.33	38.9
200-57925-100 WATER RATE STUDY EXPENSE	2,194.65	6,347.10	14,000.00	7,652.90	45.3
200-57928-000 WATER REGULATORY EXPENSE	.00	.00	950.00	950.00	.0
200-57930-130 WATER DRUG TESTING EXPENSE	.00	230.50	500.00	269.50	46.1
200-57930-140 WATER DIGGERS HOTLINE EXPENSE	.00	869.00	2,900.00	2,031.00	30.0
200-57930-190 WATER TRAINING EXPENSE	.00	2,989.20	3,000.00	10.80	99.6
200-57933-150 WATER TRANSP REPAIRS/MAINT	770.00	770.00	1,500.00	730.00	51.3
200-57933-180 WATER FUEL EXPENSE	.00	217.45	1,500.00	1,282.55	14.5
200-57934-000 WATER DEBT SERVICE PRINCIPAL	.00	.00	237,537.00	237,537.00	.0
200-57935-150 WATER PLANT REPAIRS/MAINT	158.47	2,523.87	25,000.00	22,476.13	10.1
200-57945-000 WATER DEBT SERVICE MISC EXP	.00	558.33	160.00	(398.33)	349.0
200-57951-000 WATER SHOP TOOLS	.00	84.93	500.00	415.07	17.0
200-57952-000 WATER LAB EQUIPMENT	.00	1,470.15	.00	(1,470.15)	.0
TOTAL WATER UTILITY	82,568.45	798,994.53	1,361,376.00	562,381.47	58.7
WATER UTILITY					
200-58801-000 IT SUPPORT/ANNUAL FEES	.00	4,984.73	.00	(4,984.73)	.0
TOTAL WATER UTILITY	.00	4,984.73	.00	(4,984.73)	.0
TOTAL FUND EXPENDITURES	82,568.45	803,979.26	1,361,376.00	557,396.74	59.1
NET REVENUE OVER EXPENDITURES	(75,766.34)	(171,066.60)	(225,888.00)	(54,821.40)	(75.7)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

FIRE DEPARTMENT 2% DUES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
215-42004	2% FIRE DUES	.00	.00	26,000.00	26,000.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	26,000.00	26,000.00	.0
	TOTAL FUND REVENUE	.00	.00	26,000.00	26,000.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

FIRE DEPARTMENT 2% DUES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>2% DUES EXPENDITURES</u>					
215-52320-106	FIRE INSPECTOR OFFICER WAGES	.00	3,622.50	6,000.00	2,377.50	60.4
215-52320-121	FIRE INSPECTOR FICA	.00	335.15	460.00	124.85	72.9
215-52320-165	FIRE DUES 2% EXPENDITURES	1,149.07	51,743.62	10,000.00	(41,743.62)	517.4
	TOTAL 2% DUES EXPENDITURES	1,149.07	55,701.27	16,460.00	(39,241.27)	338.4
	TOTAL FUND EXPENDITURES	1,149.07	55,701.27	16,460.00	(39,241.27)	338.4
	NET REVENUE OVER EXPENDITURES	(1,149.07)	(55,701.27)	9,540.00	65,241.27	(583.9)

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

ACT 102 RESCUE GRANT

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>ACT 102 GRANT EXPENDITURES</u>					
220-52320-165	ACT 102 EXPENDITURES	<u>1,432.00</u>	<u>8,804.89</u>	<u>.00</u>	<u>(8,804.89)</u>	<u>.0</u>
	TOTAL ACT 102 GRANT EXPENDITURES	<u>1,432.00</u>	<u>8,804.89</u>	<u>.00</u>	<u>(8,804.89)</u>	<u>.0</u>
	TOTAL FUND EXPENDITURES	<u>1,432.00</u>	<u>8,804.89</u>	<u>.00</u>	<u>(8,804.89)</u>	<u>.0</u>
	NET REVENUE OVER EXPENDITURES	<u>(1,432.00)</u>	<u>(8,804.89)</u>	<u>.00</u>	<u>8,804.89</u>	<u>.0</u>

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
225-41100	TAX LEVY-RECYCLING	.00	78,360.77	97,725.00	19,364.23	80.2
	TOTAL TAXES	.00	78,360.77	97,725.00	19,364.23	80.2
	<u>INTERGOVERNMENTAL</u>					
225-42500	STATE RECYCLING GRANTS	.00	.00	8,500.00	8,500.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	8,500.00	8,500.00	.0
	TOTAL FUND REVENUE	.00	78,360.77	106,225.00	27,864.23	73.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>RECYCLING</u>					
225-54635-130	RECYCLING OTHER EXPENSE	.00	.00	16,000.00	16,000.00	.0
225-54635-131	RECYCLING FEES	.00	27,716.68	81,725.00	54,008.32	33.9
225-54635-150	RECYCLING REPAIRS/MAINT	107.32	1,942.74	3,000.00	1,057.26	64.8
225-54635-160	RECYCLING PROGRAM SUPPLIES	.00	500.00	500.00	.00	100.0
225-54635-165	RECYCLING TIPPING FEES	.00	.00	5,000.00	5,000.00	.0
	TOTAL RECYCLING	107.32	30,159.42	106,225.00	76,065.58	28.4
	TOTAL FUND EXPENDITURES	107.32	30,159.42	106,225.00	76,065.58	28.4
	NET REVENUE OVER EXPENDITURES	(107.32)	48,201.35	.00	(48,201.35)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

KISHWAUKETOE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
230-48996 KISHAUKETOE REIMBURSE	.00	64,850.75	.00	(64,850.75)	.0
TOTAL COMMERCIAL	.00	64,850.75	.00	(64,850.75)	.0
TOTAL FUND REVENUE	.00	64,850.75	.00	(64,850.75)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

KISHWAUKETOE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>KNC OPERATIONS</u>					
230-58100-110	KNC REGULAR WAGES	8,552.42	55,550.59	.00	(55,550.59)	.0
230-58100-121	KNC FICA	648.03	4,196.53	.00	(4,196.53)	.0
230-58100-122	KNC RETIREMENT	295.10	2,500.46	.00	(2,500.46)	.0
230-58100-123	KNC HEALTH INSURANCE	.00	2,596.64	.00	(2,596.64)	.0
230-58100-124	KNC LIFE INSURANCE	.00	33.16	.00	(33.16)	.0
230-58100-127	KNC HSA FUNDING	.00	1,458.31	.00	(1,458.31)	.0
230-58100-130	KNC OTHER EXPENSE	.00	5.00	.00	(5.00)	.0
230-58100-180	KNC FUEL	.00	58.63	.00	(58.63)	.0
230-58100-200	KNC PHONE EXPENSE	.00	7.00	.00	(7.00)	.0
	TOTAL KNC OPERATIONS	9,495.55	66,406.32	.00	(66,406.32)	.0
	TOTAL FUND EXPENDITURES	9,495.55	66,406.32	.00	(66,406.32)	.0
	NET REVENUE OVER EXPENDITURES	(9,495.55)	(1,555.57)	.00	1,555.57	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

HALLOWEEN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	HALLOWEEN EXPENDITURES					
245-52320-165	COMMUNITY EVENTS	.00	150.00	.00	(150.00)	.0
	TOTAL HALLOWEEN EXPENDITURES	.00	150.00	.00	(150.00)	.0
	TOTAL FUND EXPENDITURES	.00	150.00	.00	(150.00)	.0
	NET REVENUE OVER EXPENDITURES	.00	(150.00)	.00	150.00	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

FIRE & DIVE TEAM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
260-47500	INTEREST INCOME	.00	2,050.54	.00	(2,050.54)	.0
	TOTAL SOURCE 47	.00	2,050.54	.00	(2,050.54)	.0
COMMERCIAL						
260-48500	DONATIONS - CHICKEN ROAST	.00	26,700.00	.00	(26,700.00)	.0
260-48504	DONATIONS - MISCELLANEOUS	.00	2,800.50	.00	(2,800.50)	.0
	TOTAL COMMERCIAL	.00	29,500.50	.00	(29,500.50)	.0
	TOTAL FUND REVENUE	.00	31,551.04	.00	(31,551.04)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

FIRE & DIVE TEAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
260-52500-000 CHICKEN ROAST EXPENSE	.00	15,332.47	.00	(15,332.47)	.0
260-52505-000 FIRE CONVENTION	.00	275.00	.00	(275.00)	.0
260-52508-000 MISCELLANEOUS	.00	300.00	.00	(300.00)	.0
260-52511-000 EQUIPMENT PURCHASES	.00	586.40	.00	(586.40)	.0
260-52514-000 BUILDING IMPROVEMENTS	.00	311.20	.00	(311.20)	.0
260-52515-000 BUILDING REPAIRS	.00	5,540.96	.00	(5,540.96)	.0
260-52517-000 OFFICE EXPENSE	.00	2,648.09	.00	(2,648.09)	.0
TOTAL COST CATEGORY 52	.00	24,994.12	.00	(24,994.12)	.0
TOTAL FUND EXPENDITURES	.00	24,994.12	.00	(24,994.12)	.0
NET REVENUE OVER EXPENDITURES	.00	6,556.92	.00	(6,556.92)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

RESCUE SQUAD FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
270-47500	INTEREST INCOME	.00	243.21	.00	(243.21)	.0
	TOTAL SOURCE 47	.00	243.21	.00	(243.21)	.0
	COMMERCIAL					
270-48500	DONATIONS	.00	559.59	.00	(559.59)	.0
	TOTAL COMMERCIAL	.00	559.59	.00	(559.59)	.0
	TOTAL FUND REVENUE	.00	802.80	.00	(802.80)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

RESCUE SQUAD FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
270-52500-000 RESCUE SQUAD EXPENSES	.00	1,356.69	.00	(1,356.69)	.0
TOTAL COST CATEGORY 52	.00	1,356.69	.00	(1,356.69)	.0
TOTAL FUND EXPENDITURES	.00	1,356.69	.00	(1,356.69)	.0
NET REVENUE OVER EXPENDITURES	.00	(553.89)	.00	553.89	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC CHARGES FOR SERVICE</u>					
300-44460	SEWER RESIDENTIAL SALES	497.61	484,194.69	1,000,000.00	515,805.31	48.4
300-44461	SEWER COMMERCIAL SALES	.00	74,697.16	168,000.00	93,302.84	44.5
300-44464	SEWER PUBLIC AUTHORITY SALES	.00	7,200.50	14,000.00	6,799.50	51.4
300-44470	SEWER FORFEITED DISCOUNTS	(1.36)	3,217.60	5,200.00	1,982.40	61.9
300-44475	SEWER CONNECTION FEE	9,500.00	32,750.00	62,400.00	29,650.00	52.5
	TOTAL PUBLIC CHARGES FOR SERVICE	9,996.25	602,059.95	1,249,600.00	647,540.05	48.2
	<u>COMMERCIAL</u>					
300-48004	INTEREST ON INVESTMENTS	.00	72,809.14	91,000.00	18,190.86	80.0
300-48005	PROPERTY RENTAL INCOME	.00	.00	13,395.00	13,395.00	.0
	TOTAL COMMERCIAL	.00	72,809.14	104,395.00	31,585.86	69.7
	TOTAL FUND REVENUE	9,996.25	674,869.09	1,353,995.00	679,125.91	49.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER UTILITY</u>					
300-58427-000 INTEREST EXPENSE	.00	.00	115,585.00	115,585.00	.0
300-58801-000 IT SUPPORT/ANNUAL FEES	.00	2,547.30	6,000.00	3,452.70	42.5
300-58960-000 SEWER DEBT SERVICE	.00	.00	103,181.00	103,181.00	.0
300-58964-110 SEWER ACCOUNTING - WAGES	4,420.85	37,380.04	.00 (	37,380.04)	.0
300-58964-121 SEWER ACCOUNTING - FICA	322.92	2,730.35	.00 (	2,730.35)	.0
300-58964-122 SEWER ACCOUNTING - RETIREMENT	305.01	2,579.05	.00 (	2,579.05)	.0
300-58964-123 SEWER ACCOUNTING - HEALTH INS	.00	4,405.98	.00 (	4,405.98)	.0
300-58964-124 SEWER ACCOUNTING - LIFE INS	.00	72.55	.00 (	72.55)	.0
300-58964-127 SEWER ACCT HSA FUNDING	.00	1,822.84	.00 (	1,822.84)	.0
300-58965-000 SEWER DEBT SERVICE MISC EXP	.00	558.33	261.00 (	297.33)	213.9
300-58965-110 SEWER ADMIN - WAGES	3,058.19	25,990.17	90,297.00	64,306.83	28.8
300-58965-121 SEWER ADMIN - FICA	201.68	1,714.28	6,920.00	5,205.72	24.8
300-58965-122 SEWER ADMIN - RETIREMENT	210.04	1,785.34	6,231.00	4,445.66	28.7
300-58965-123 SEWER ADMIN - HEALTH INS	.00	2,666.28	20,288.00	17,621.72	13.1
300-58965-124 SEWER ADMIN - LIFE INS	.00	85.98	160.00	74.02	53.7
300-58965-127 SEWER ADMIN HSA FUNDING	.00	1,166.69	4,875.00	3,708.31	23.9
300-58965-140 SEWER CAPITAL OUTLAY	.00	114,294.15	.00 (	114,294.15)	.0
300-58966-160 SEWER OPERATING SUPPLIES	.00	54.80	500.00	445.20	11.0
300-58966-170 SEWER UTILITIES - NATURAL GAS	.00	495.07	3,750.00	3,254.93	13.2
300-58966-171 SEWER UTILITIES - ELECTRIC	.00	4,270.55	14,130.00	9,859.45	30.2
300-58967-000 SEWER FUEL EXPENSE	.00	451.94	2,279.00	1,827.06	19.8
300-58967-150 SEWER VEHICLE REPAIRS & MAINT	.00	.00	3,065.00	3,065.00	.0
300-58968-150 SEWER COLLECTION SYSTEM MAINT	164.97	5,509.24	10,000.00	4,490.76	55.1
300-58969-130 SEWER IT EXPENSE	.00	.00	650.00	650.00	.0
300-58969-160 SEWER OFFICE SUPPLIES	391.50	1,498.08	10,000.00	8,501.92	15.0
300-58969-200 SEWER TELEPHONE	.00	736.22	807.00	70.78	91.2
300-58970-000 SEWER ATTORNEY EXPENSE	.00	618.75	926.00	307.25	66.8
300-58972-000 SEWER AUDIT EXPENSE	4,666.66	4,666.66	12,000.00	7,333.34	38.9
300-58973-000 SEWER ENGINEERING EXPENSE	.00	1,503.75	2,000.00	496.25	75.2
300-58974-000 SEWER INSURANCE EXPENSE	.00	34,705.83	29,330.00 (	5,375.83)	118.3
300-58975-190 SEWER TRAINING EXPENSE	.00	805.75	250.00 (	555.75)	322.3
300-58978-000 SLIP LINERS	.00	.00	50,000.00	50,000.00	.0
300-58980-300 WALCOMET SEWERAGE EXPENSES	94,929.91	522,975.19	725,000.00	202,024.81	72.1
300-58980-310 WALCOMET SEWER CONNECTION FEE	.00	25,380.00	62,400.00	37,020.00	40.7
300-58996-000 I & I REDUCTION	.00	.00	20,000.00	20,000.00	.0
TOTAL SEWER UTILITY	108,671.73	803,471.16	1,300,885.00	497,413.84	61.8
TOTAL FUND EXPENDITURES	108,671.73	803,471.16	1,300,885.00	497,413.84	61.8
NET REVENUE OVER EXPENDITURES	(98,675.48)	(128,602.07)	53,110.00	181,712.07	(242.1)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

LIBRARY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
400-41100	TAX LEVY-LIBRARY FUND	.00	194,750.86	242,877.00	48,126.14	80.2
	TOTAL TAXES	.00	194,750.86	242,877.00	48,126.14	80.2
	<u>COMMERCIAL</u>					
400-48004	INTEREST ON BANK ACCOUNT	.00	3,022.02	.00	(3,022.02)	.0
400-48905	COUNTY REIMBURSEMENT	.00	113,847.00	113,847.00	.00	100.0
400-48915	LIBRARY FINE REVENUE	.00	65.00	.00	(65.00)	.0
400-48955	DONOR DESIGNATED FUNDS	.00	1,330.00	.00	(1,330.00)	.0
400-48960	MISC REV FOR BOARD COMMITMENT	.00	200.00	.00	(200.00)	.0
	TOTAL COMMERCIAL	.00	118,464.02	113,847.00	(4,617.02)	104.1
	TOTAL FUND REVENUE	.00	313,214.88	356,724.00	43,509.12	87.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY OPERATIONS</u>					
400-58100-110 LIBRARY WAGES	15,310.72	132,258.92	203,279.00	71,020.08	65.1
400-58100-121 LIBRARY FICA	1,009.94	8,753.78	15,551.00	6,797.22	56.3
400-58100-122 LIBRARY RETIREMENT	841.00	7,041.59	11,112.00	4,070.41	63.4
400-58100-123 LIBRARY HEALTH INSURANCE	.00	11,960.97	36,104.00	24,143.03	33.1
400-58100-127 LIBRARY HSA FUNDING	.00	5,529.15	10,000.00	4,470.85	55.3
400-58100-130 LIBRARY EQUIPMENT	.00	2,988.97	3,000.00	11.03	99.6
400-58100-135 LIBRARY ADMINISTRATION COSTS	.00 (	2,195.37)	9,500.00	11,695.37 (	23.1)
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	133.35	959.18	4,000.00	3,040.82	24.0
400-58100-155 LIBRARY BLDG SUPPLIES	.00	27.99	1,000.00	972.01	2.8
400-58100-160 LIBRARY SUPPLIES	.00	2,433.27	4,000.00	1,566.73	60.8
400-58100-161 LIBRARY POSTAGE	.00	13.60	125.00	111.40	10.9
400-58100-170 LIBRARY BLDG GAS	.00	1,563.98	3,500.00	1,936.02	44.7
400-58100-171 LIBRARY BLDG ELECTRIC	.00	2,416.66	6,800.00	4,383.34	35.5
400-58100-173 LIBRARY BLDG WATER & SEWER	.00	336.44	1,130.00	793.56	29.8
400-58100-175 JANITORIAL SERVICES	.00	3,375.00	8,100.00	4,725.00	41.7
400-58100-200 LIBRARY TELEPHONE	.00	1,262.89	2,000.00	737.11	63.1
400-58200-000 ADULT PRINT	865.63	8,312.58	10,000.00	1,687.42	83.1
400-58200-100 ADULT DIGITAL	.00	1,878.04	2,100.00	221.96	89.4
400-58201-000 CHILDREN PRINT	249.08	3,340.18	3,500.00	159.82	95.4
400-58201-100 CHILDREN DIGITAL	.00 (	64.99)	2,000.00	2,064.99 (	3.3)
400-58210-000 LIBRARY TRAINING & CONFERENCES	.00	.00	2,000.00	2,000.00	.0
400-58220-000 LIBRARY MILEAGE EXPENSE	.00	.00	458.00	458.00	.0
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	72.00	926.31	3,000.00	2,073.69	30.9
400-58232-000 LIBRARY CRAFTS	.00	400.14	700.00	299.86	57.2
400-58240-000 LIBRARY MEDIA	.00	1,752.16	3,700.00	1,947.84	47.4
400-58255-000 LIB FRIENDS EXPENDITURE	.00	32.00	.00 (	32.00)	.0
400-58280-000 LIBRARY PERIODICALS	.00	1,819.24	2,500.00	680.76	72.8
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	50.00	9,699.77	15,000.00	5,300.23	64.7
400-58330-000 DONOR DESIGNATED EXPENDITURES	.00	.00	1,200.00	1,200.00	.0
TOTAL LIBRARY OPERATIONS	18,531.72	206,822.45	365,359.00	158,536.55	56.6
TOTAL FUND EXPENDITURES	18,531.72	206,822.45	365,359.00	158,536.55	56.6
NET REVENUE OVER EXPENDITURES	(18,531.72)	106,392.43	(8,635.00)	(115,027.43)	1232.1

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

LIBRARY DONATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
410-48004 INTEREST ON INVESTMENTS	.00	.00	3,500.00	3,500.00	.0
410-48925 FRIENDS REVENUE	.00	.00	3,000.00	3,000.00	.0
410-48940 LIBRARY CHAPIN REVENUE	.00	.00	4,000.00	4,000.00	.0
410-48955 DONOR DESIGNATED FUNDS	.00	4,904.15	3,000.00	(1,904.15)	163.5
410-48960 MISC REV FOR BOARD COMMITMENT	.00	2,001.99	4,000.00	1,998.01	50.1
TOTAL COMMERCIAL	.00	6,906.14	17,500.00	10,593.86	39.5
TOTAL FUND REVENUE	.00	6,906.14	17,500.00	10,593.86	39.5

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

LIBRARY DONATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LIBRARY OPERATIONS</u>					
410-58200-101	BOOKS, BOARD COMMITTED	.00	.00	200.00	200.00	.0
410-58200-102	BOOKS, DONOR DESIGNATED	87.57	179.52	500.00	320.48	35.9
410-58240-101	MEDIA, DONOR DESIGNATED	.00	.00	200.00	200.00	.0
410-58250-000	LIBRARY CHAPIN EXPENDITURES	.00	2,866.12	4,000.00	1,133.88	71.7
410-58255-000	LIB FRIENDS EXPENDITURE	.00	1,102.02	3,000.00	1,897.98	36.7
410-58330-000	DONOR DESIGNATED EXPENDITURES	.00	1,001.54	.00	(1,001.54)	.0
410-58340-000	BOARD COMMITTED EXPENDITURES	.00	2,731.79	3,621.00	889.21	75.4
	TOTAL LIBRARY OPERATIONS	87.57	7,880.99	11,521.00	3,640.01	68.4
	TOTAL FUND EXPENDITURES	87.57	7,880.99	11,521.00	3,640.01	68.4
	NET REVENUE OVER EXPENDITURES	(87.57)	(974.85)	5,979.00	6,953.85	(16.3)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

FIREWORKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>					
415-42004 FIREWORKS DONATION	759.00	29,923.00	.00	(29,923.00)	.0
TOTAL INTERGOVERNMENTAL	759.00	29,923.00	.00	(29,923.00)	.0
TOTAL FUND REVENUE	759.00	29,923.00	.00	(29,923.00)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

FIREWORKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIREWORKS EXPENDITURE</u>					
415-52320-165 FIREWORKS EXPENDITURE	.00	25,342.77	.00	(25,342.77)	.0
TOTAL FIREWORKS EXPENDITURE	.00	25,342.77	.00	(25,342.77)	.0
TOTAL FUND EXPENDITURES	.00	25,342.77	.00	(25,342.77)	.0
NET REVENUE OVER EXPENDITURES	759.00	4,580.23	.00	(4,580.23)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>COMMERCIAL</u>					
500-48004	INTEREST ON INVESTMENTS	.00	.00	79,731.00	79,731.00	.0
500-48125	GRANT REVENUE	.00	.00	85,635.00	85,635.00	.0
	TOTAL COMMERCIAL	.00	.00	165,366.00	165,366.00	.0
	TOTAL FUND REVENUE	.00	.00	165,366.00	165,366.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>COST CATEGORY 50</u>					
500-50000-140	CAPITAL IMPROVEMENTS	1,523.75	1,523.75	600,000.00	598,476.25	.3
	TOTAL COST CATEGORY 50	1,523.75	1,523.75	600,000.00	598,476.25	.3
	<u>COST CATEGORY 51</u>					
500-51410-130	GENERAL ADMINISTRATION	.00	1,450.00	.00	(1,450.00)	.0
500-51410-140	GEN ADMIN IT CAPITAL OUTLAY	.00	.00	30,000.00	30,000.00	.0
	TOTAL COST CATEGORY 51	.00	1,450.00	30,000.00	28,550.00	4.8
	<u>COST CATEGORY 52</u>					
500-52120-140	POLICE DEPT CAPITAL OUTLAY	.00	86,054.76	74,000.00	(12,054.76)	116.3
500-52130-140	EMERGENCY MGT CAPITAL OUTLAY	.00	20,973.29	299,087.00	278,113.71	7.0
500-52320-140	FIRE SUPPRESSION/CAPITAL OUTLA	.00	52,416.74	200,000.00	147,583.26	26.2
	TOTAL COST CATEGORY 52	.00	159,444.79	573,087.00	413,642.21	27.8
	<u>COST CATEGORY 54</u>					
500-54310-131	CAPITAL PROJECT - TR TENNIS CT	.00	100,909.44	.00	(100,909.44)	.0
500-54310-140	STREETS/HIGHWAYS	21,498.64	22,304.00	500,000.00	477,696.00	4.5
	TOTAL COST CATEGORY 54	21,498.64	123,213.44	500,000.00	376,786.56	24.6
	<u>COST CATEGORY 55</u>					
500-55210-140	REC DEPARTMENT CAPITAL OUTLAY	.00	.00	320,000.00	320,000.00	.0
500-55410-140	PARKS/CAPITAL OUTLAY	1,163.75	3,306.25	300,000.00	296,693.75	1.1
500-55411-140	BEACH/LAUNCH/LAKEFRONT/CAPITAL	.00	500.00	195,000.00	194,500.00	.3
	TOTAL COST CATEGORY 55	1,163.75	3,806.25	815,000.00	811,193.75	.5
	TOTAL FUND EXPENDITURES	24,186.14	289,438.23	2,518,087.00	2,228,648.77	11.5
	NET REVENUE OVER EXPENDITURES	(24,186.14)	(289,438.23)	(2,352,721.00)	(2,063,282.77)	(12.3)

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

CAPITAL EQUIPMENT FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>COST CATEGORY 55</u>					
550-55410-140	PARKS CAPITAL OUTLAY	.00	8,993.40	.00	(8,993.40)	.0
	TOTAL COST CATEGORY 55	.00	8,993.40	.00	(8,993.40)	.0
	TOTAL FUND EXPENDITURES	.00	8,993.40	.00	(8,993.40)	.0
	NET REVENUE OVER EXPENDITURES	.00	(8,993.40)	.00	8,993.40	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
600-41100	TAX LEVY-DEBT SERVICE	.00	721,141.15	899,347.00	178,205.85	80.2
	TOTAL TAXES	.00	721,141.15	899,347.00	178,205.85	80.2
	TOTAL FUND REVENUE	.00	721,141.15	899,347.00	178,205.85	80.2

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
600-59160-000 PRINCIPAL-DEBT SERVICE LTD	.00	930,400.00	640,015.00	(290,385.00)	145.4
600-59260-000 INTEREST-DEBT SERVICE LTD	.00	308,680.75	259,332.00	(49,348.75)	119.0
600-59360-000 DEBT SERVICE MISC EXPENSE	.00	158.34	.00	(158.34)	.0
TOTAL COST CATEGORY 59	.00	1,239,239.09	899,347.00	(339,892.09)	137.8
TOTAL FUND EXPENDITURES	.00	1,239,239.09	899,347.00	(339,892.09)	137.8
NET REVENUE OVER EXPENDITURES	.00	(518,097.94)	.00	518,097.94	.0



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting September 10, 2024

September 3, 2024

APPLICANT: Mike Condron and John Dwyer dba Dip in the Bay

TAX KEY: WOP 00008 and WWUP 00088

STREET ADDRESS: 105 N. Walworth Street and Lakefront Area, Village of Williams Bay

The applicant is requesting approval of a Temporary Use Permit per Section 390.0208, *Temporary Use Permit* and Section 390.0316B *Temporary Outdoor Sales* for a food, souvenir, and sundries vending cart.

Two possible locations are proposed including the Williams Bay beachfront and the Dip in the Bay parking lot.

Per Section 390.0208A(1), Temporary uses are those uses that have the potential to create undesirable impacts on nearby properties if allowed to develop simply under the general requirements of this Chapter. In addition to such potential, temporary uses also have the potential to create undesirable impacts on nearby properties that potentially cannot be determined except on a case-by-case basis. In order to prevent this from occurring, all temporary uses are required to meet certain procedural requirements applicable only to temporary uses, in addition to the general requirements of this Chapter and the requirements of the zoning district in which the subject property is located.

Per Section 390.0208E(1), The Plan Commission, in its consideration of the submitted application, may make findings on each of the following criteria to determine whether the Temporary Use Permit shall be approved, approved with modification, or denied:

- a) All standards of this Chapter and other applicable Village, state, and federal regulations are met.
- b) The public health and safety is not endangered.
- c) Adequate public facilities, utilities, and open space areas are provided.
- d) Adequate control of stormwater and erosion are provided and the disruption of existing topography, drainage patterns, and vegetative cover is maintained insofar as is practical.
- e) Appropriate traffic control and parking are provided.
- f) Applicable performance standards, per Section 18.0800, are met.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | USA | williamsbay.org
Email: inspector@williamsbay.org | Phone: 262-245-2704 | Fax: 262-245-2705



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** [§18.1206] - \$200.00 plus \$.04/sf floor area
- ☐ **Conditional Use Permit (CUP)** [§18.1207] - \$500.00
- ☐ **Certificate of Compliance** [§18.1211] - \$200.00
- ☐ **Temporary Use Permit** [§18.1208] - \$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)** [§18.0709] - \$500.00
- ☐ **Planned Development Amendment** - \$500.00
- ☐ **Zoning Text or Map Amendment** [§18.1204] - \$500.00
- ☐ **Project Concept Review** - \$200.00
- ☐ **Land Use Plan Amendment** - \$500.00
- ☐ **Interpretation** [§18.1216] - \$200.00
- ☐ **Appeal** [§18.1217] - \$500.00
- ☐ **Other:** _____ Fee: _____

Date application was received:

08/27/2024

Fee Paid:

200.00

Physical Address of Site: Williams Bay Beach - East Geneva St;
Dip in the Bay - 105 N Walworth Ave, Williams Bay, WI 53191

Tax Parcel Number: Beach - WWWP00088; Dip in the Bay - WOP0008

Project or Development Name: N/A

Applicant

Name: Mike Condron and John Dwyer dba Dip in the Bay
Mailing Address: 105 N Walworth Ave
Williams Bay, WI 53191
eMail: Dubin@Dubindogs.com
Phone: 847-815-8086 (Mike's cell); 262-949-7550 (John's cell)

Owner of Site

Name: Beach - Village of Williams Bay; Dip in the Bay - Mike Condron
Mailing Address: Beach - 250 Williams St, Williams Bay, WI 53191
Dip in the Bay - 105 N Walworth Ave, Williams Bay, WI 53191
eMail: Dubin@Dubindogs.com
Phone: 847-815-8086 (Mike's cell); 262-949-7550 (John's cell)

Legal Representative

Name: N/A
Mailing Address: _____
eMail: _____
Phone: _____

Architect, Engineer, Contractor

Name: N/A
Mailing Address: _____

Application for Village of Williams Bay

eMail: _____
Phone: _____

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

Beach - Outside Beach House entrance on lawn.

Dip in the Bay - parking lot to the South of Dip in the Bay Ice Cream Shop, owned by Dip in the Bay.

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

Beach - P&R;

Current Zoning of Site: Dip in the Bay - VC **Current Overlay Districts of Site:** N/A

Proposed Zoning of Site: N/A

Proposed type of structure or use: N/A

Proposed use of structure or site: N/A

**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):

N/A

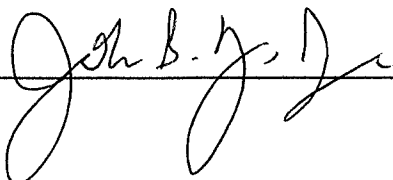
**Statement showing compatibility of proposed zoning district and/or proposed use to the Village
Comprehensive Plan:** (Attach separate sheet if additional space is needed)

N/A

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

N/A

Print Applicant's Name: John Dwyer

Signature of Applicant:  **Date:** 08/15/2024

DIP IN THE BAY, LLC

105 Walworth Avenue

PO Box 254

Williams Bay WI 53191

262-607-3032

Dip in the Bay, in conjunction with **Dubin Dogs** Mobile Food Cart is seeking to re-new our temporary use permit to allow us to continue to serve our delicious meals, ice cream, and souvenirs at the Williams Bay Beach during the 2025 season.

After five years of offering our concessions to beachgoers and park visitors, we feel as though we have become a 'staple' at the beach. Our customers are always extremely happy and relieved to see us at the beginning of beach season. And at the end of beach season, they tell us how hopeful they are that we'll be back the next year. And we certainly feel the same way about our customers.

We are proud to serve quality products at very affordable prices. Many of our customers express their gratitude that we are there to help make their time at the beach or their stroll in the park a much more enjoyable experience. We hear from so many people that we are a beloved fixture at Williams Bay Beach, and they would love to have us back every year.

Dip in the Bay...which has been in Williams Bay since 2012, delivering fresh, hand dipped ice cream to residents and guests alike...and **Dubin Dogs** are hopeful that we can be back this year to serve our delicious Hot Dogs, Brats and Ice Cream at the Williams Bay Beach.

We also ask to continue the sale of non-food items such as t-shirts, lake/beach souvenirs and various sundries, such as sunscreen and lip balm, that could be helpful to beachgoers and people who are out strolling. Many people were quite pleased that they had the opportunity to purchase t-shirts with the Williams Bay name on it. Or a shirt that helped them show off their accomplishment of 'Conquering the Path'.

Our location in front of the Beach House has worked out very well the past five years. It was a convenient spot for the beachgoers and did not hinder anyone from entering or exiting. We are hoping to return to that spot for the 2025 season, if feasible. We will, again, be sure to not operate at times that would interfere with any municipally sanctioned events that may be happening near the lakefront.

We are eager to continue to partner with the Village to offer this amenity while responsibly expanding our brands.

In addition to the beachfront, we ask that the permit to also include the Dip in the Bay location at 105 Walworth Avenue (our parking lot), so that we can operate the cart near our shop for various events.

Thank you for your consideration.



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting September 10, 2024

September 3, 2024

APPLICANT: Chris Pauly, Williams Bay Investments, LLC (Owner)

TAX KEY: WOP 00051

STREET ADDRESS: 36 W. Geneva St., Williams Bay, Wisconsin

The applicant requests a Conditional Use Permit per 390.1207, *Conditional Use Permit*, and 390.0310M, *Tourist Rooming House* to establish two dwelling units available for stays for one to six consecutive days by paying guests.

Per Section 390.1207.E.(2), when reviewing a conditional use permit application, it shall be determined if the application meets the following criteria:

- a) Is in harmony with the recommendations of the Comprehensive Plan.
- b) Will result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the Village or other governmental agency having jurisdiction to guide development.
- c) Maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
- d) The conditional use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or services provided by public agencies serving the subject property.
- e) The potential public benefits outweigh any and all potential adverse impacts of the proposed conditional use, after taking into consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts.

Per State Statutes:

If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the village ordinance or those imposed by the village zoning board, the village shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence. "Substantial evidence" means facts and information,

other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.

The conditions must be reasonable and, to the extent practicable, measurable and may include conditions such as the permit's duration, transfer, or renewal. The applicant must demonstrate that the application and all requirements and conditions established by the village relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The village's decision to approve or deny the permit must be supported by substantial evidence.

CONCLUSION:

The applicant shall agree to meet all the conditions listed in Section 390-0310.M:

Tourist rooming house. A dwelling unit available for stays for one to six consecutive days by paying guests, which may or may not be owner-occupied for parts of the year. These uses are often referred to as vacation rentals and include timeshare units.

(1) Occupancy shall be limited to two persons per bedroom, plus an additional two persons. At no time may the number of guests exceed eight regardless of the number bedrooms in the dwelling unit.

(2) The maximum stay for any party other than the owner of the premises shall be six consecutive days.

(3) The number of guest vehicles allowed on site is limited to the number of bedrooms in the unit. On-street parking is prohibited. No recreational vehicle or tent may be used for living or sleeping purposes.

(4) The appearance or use of the dwelling shall not be altered in a manner that would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emission of sounds, odors, dust or vibrations that carry beyond the premises.

(5) The availability of the tourist rooming house to the public shall not be advertised on site.

(6) The tourist rooming house must be licensed by the State of Wisconsin.

(7) Minimum required off-street parking: one space per each bedroom.

(8) The total number of tourist rooming houses permitted in the Village shall not exceed fifteen.

The conditional use application meets the required criteria and approval is recommended.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator

OFFICIAL PUBLICATION
FOR THE
VILLAGE OF WILLIAMS BAY
Walworth County, Wisconsin

NOTICE OF PUBLIC HEARING
FOR A
CONDITIONAL USE PERMIT
BEFORE THE
PLANNING COMMISSION

September 10, 2024 at 6:30 PM
Village Hall Council Room
250 Williams Street

APPLICANTS: Chris Pauly, Williams Bay Investments, LLC (Owner)

TAX KEY: WOP 00051

STREET ADDRESS: 36 W. Geneva St, Williams Bay, Wisconsin 53191

The applicant requests a Conditional Use Permit per 390.1207, *Conditional Use Permit*, and 390.0310M, *Tourist Rooming House* to establish two dwelling units available for stays for one to six consecutive days by paying guests.

All interested in the above matter are invited to attend. Copies of the application are on file at the Village Hall and are available for public inspection during regular office hours on Monday, Tuesday, Wednesday, Friday from 8:30 am – 5:00 pm and Thursday 8:30 am – 12:00 pm.

Tina Kolls
Village Clerk
Published August 22 and August 29, 2024



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:

500.00

Physical Address of Site:

36 W Geneva St

Tax Parcel Number:

WOP 00051

Project or Development Name:

Applicant

Name:

Mailing Address:

eMail:

Phone:

Chris Pauly

PO Box 1442

Williams Bay, WI 53191

drpauly83@yahoo.com

630 290 5923

Owner of Site

Name:

Mailing Address:

eMail:

Phone:

Williams Bay Investments LLC

PO Box 1442

Williams Bay WI 53191

drpauly83@yahoo.com

630 290 5923

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):

Lot 16 B1K 3 original plot village of
Williams Bay 0.478 Acres

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

Current Zoning of Site: VC

Current Overlay Districts of Site: _____

Proposed Zoning of Site: VC

Proposed type of structure of use: 2 Story 2 Bed 1 Bath
first floor, 2nd Floor 1 Bed 1 Bath

Proposed use of structure or site: Tourist Rooming House

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):

Tourist Rooming House, ADA accessible
2 car garage, 3 parking spaces, all paved.
This space has been leased since 2016, has
a current lease

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

Allowed per zoning

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

Print Applicant's Name:

Chris Pauly

Date:

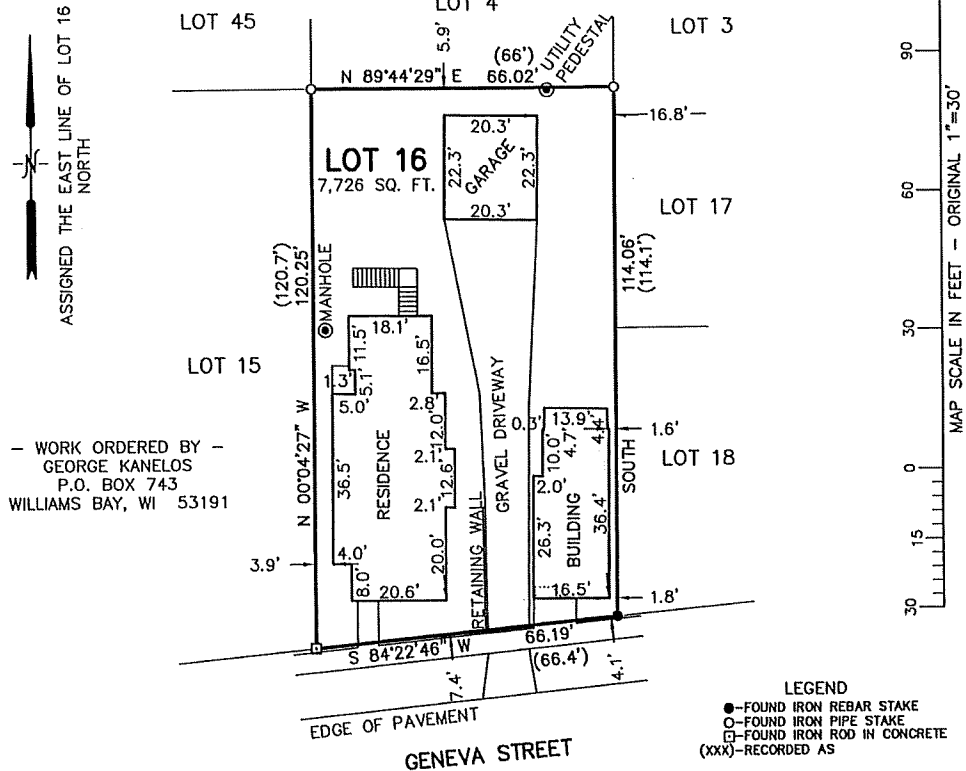
8/9/2024

Signature of Applicant:

Chris Pauly

FARRIS, HANSEN & ASSOCIATES, INC.

ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT - P.O. BOX 437 - ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098 FAX: (262) 723-5886

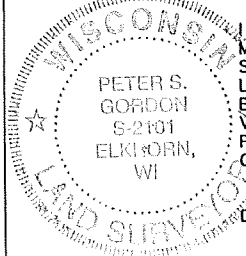


PLAT OF SURVEY

LOT 16 OF BLOCK 3 OF THE ORIGINAL
PLAT OF THE VILLAGE OF WILLIAMS BAY

LOCATED IN PART OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 1,
TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF WILLIAMS BAY,
WALWORTH COUNTY, WISCONSIN

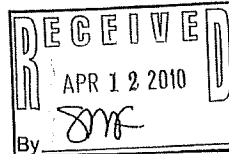
NOTE: COPIES OF THIS MAP TO WHICH THE FOLLOWING CERTIFICATE WILL APPLY SHOW
THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE IN RED INK. COPIES BY ANY OTHER
MEANS MAY HAVE ALTERATIONS WHICH DO NOT REPRESENT THE SURVEYOR'S WORK
PRODUCT.



I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER
MY DIRECTION AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND
SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE
LOCATION OF ALL VISIBLE STRUCTURES, AND DIMENSIONS OF ALL PRINCIPLE
BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAYS, AND
VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE USE OF THE
PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR
GUARANTEE THE TITLE THERETO WITHIN ONE YEAR FROM THE DATE HEREOF.

DATED: 2/23/2010

PETER S. GORDON



PROJECT: 8072
DATE: 02/23/2010
SHEET 1 OF 1

FEB 23 2010

WOP - 51

017-2304



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting September 10, 2024

September 3, 2024

APPLICANT: Poplar Ridge Estates (Owner), Land and Lakes Company (Applicant), Attorney Chad Pollard (Agent)

TAX KEYS: WWUP 00084, JG 3100009A, and IL 5000005

STREET ADDRESS: Southwest corner of Hwy. 50 and E. Geneva St.

Applicant requests a recommendation to the Village Board for a subdivision plat, preannexation agreement, and development agreement for a 42-lot single-family subdivision.

Staff Comments:

- The preliminary plat is complete and includes all information outlined in Section 375-0303 Preliminary Plat Requirements.
- The Village Engineer has reviewed the preliminary plat and engineering. Memo dated July 24, 2024 recommends conditional approval.
- Village Attorney has prepared a memo dated August 2, 2024 regarding status of the preannexation agreement and development agreement.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator

Engineer's Review Comments

Willabay Meadows Subdivision

July 24, 2024

We reviewed the following information for the proposed Willabay Meadows Subdivision:

- Preliminary Engineering Plan (Plans), last revised on June 10, 2024 - attached.
- DSPS Soil and Site Evaluation Report, David Duwe, dated December 19, 2022.
- Preliminary Plat (Plat) dated May 24, 2024 - attached.
- July 8, 2024, email from Kevin Koehnke, PE from the WDOT Permits Coordinator following a June 13, 2024, submittal of the Plans and Plat from the Developer; see attached Exhibit A

We recommend the Village approve the Preliminary Plat contingent on the comments that follow. It is our understanding that the planning commission and board will also need to approve the final engineering plans and the final plat when they are available.

Comments on Preliminary Plat:

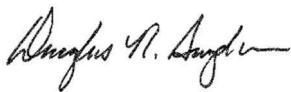
1. Provide the recorded document numbers for the sanitary easement from Willabay Condo and the walkway access easement from the power company.
2. Several lots are being filled more than four feet. Provide a means to assure that all structures will have foundation depths below frost level and that the purchaser of the individual parcel is notified if the parcel has more than four feet of fill material.
3. Add a drainage easement on the south side of Lots 6 and 7 and the east side of Lot 6.
4. Add a drainage easement between Lot 23 and Lot 24.
5. No stormwater calculations were provided; verify that Outlot 3 is large enough to provide the needed stormwater detention.
6. Outlot 5 should be owned and maintained by the homeowner's association; this is a Village decision.

Comments on Preliminary Engineering Plans and Soil Testing

1. Provide a stormwater management report based on the soil testing for review. We believe there are drainage issues with Outlot 3, Outlot 4, Outlot 6, Lot 23, Lot 24, Lot 6, Lot 7, Lot 17, and Lot 8.
2. Outlot 1: Center the water main and walking path.
3. Outlot 1 and Outlot 2: Provide signs at each end preventing motorized vehicles on the walking path.
4. Lot 1: Extend the 8-inch water main to the south property line for future extension by others.
5. Replace the pavement in the entire turnaround in the cul-de-sac on Willabay Drive and N. Potawatomi Road and use granular backfill and allow to consolidate for 3 months prior to paving.
6. Outlot 3 has wet detention ponds that are too deep for safety; one is shown to have a 20-foot water depth adjacent to a walking path.

7. Provide final engineering plans that address the comments on the preliminary engineering plans and the following:
- Provide basement gravity sanitary sewer service to all lots except for Lots 16-21, which will have first floor service and an ejector pump in the basement.
 - Provide geotechnical engineering and construction sequencing requirements. We expect a construction sequence that prevents the Village utilities from being installed in the Meadow Drive right-of-way, west of Lot 32, until after the right-of-way is filled and soil consolidation is complete. We expect the existing silt and clay materials may need to be removed prior to constructing the roadbed to prevent excessive long-term settlement of Meadow Drive from the many feet of additional fill on the 30-inch (minimum) silt and clay layer at the existing surface. Provide a geotechnical report addressing this issue with recommendations for construction of the public facilities within the right-of-way.
 - Provide a minimum Type D intersection at Meadow Drive and E. Geneva Street per WisDOT Standard 09A01. Also address any WDOT comments on the submittal provided to the WDOT on June 13, 2024.
 - Provide immediate restoration on the steep slopes on lots 15 thru 23 and Outlots 3 thru 5.
 - Verify that biofiltration and infiltration will work in conformance with Wisconsin Department of Natural Resources Standard 1002.; the borings on Sheet 1 indicate the presence of clay materials to significant depths. The soil testing report indicates seepage (infiltration testing) from the borings in Outlot 3.
 - Provide grading plans, cross sections, plan and profile sheets for the utilities, erosion control plans, detention pond plans, culvert sizes for each parcel, gate details, emergency access pavement details, and first floor and yard grade elevations for each structure.

We plan to attend the planning commission and board meetings.

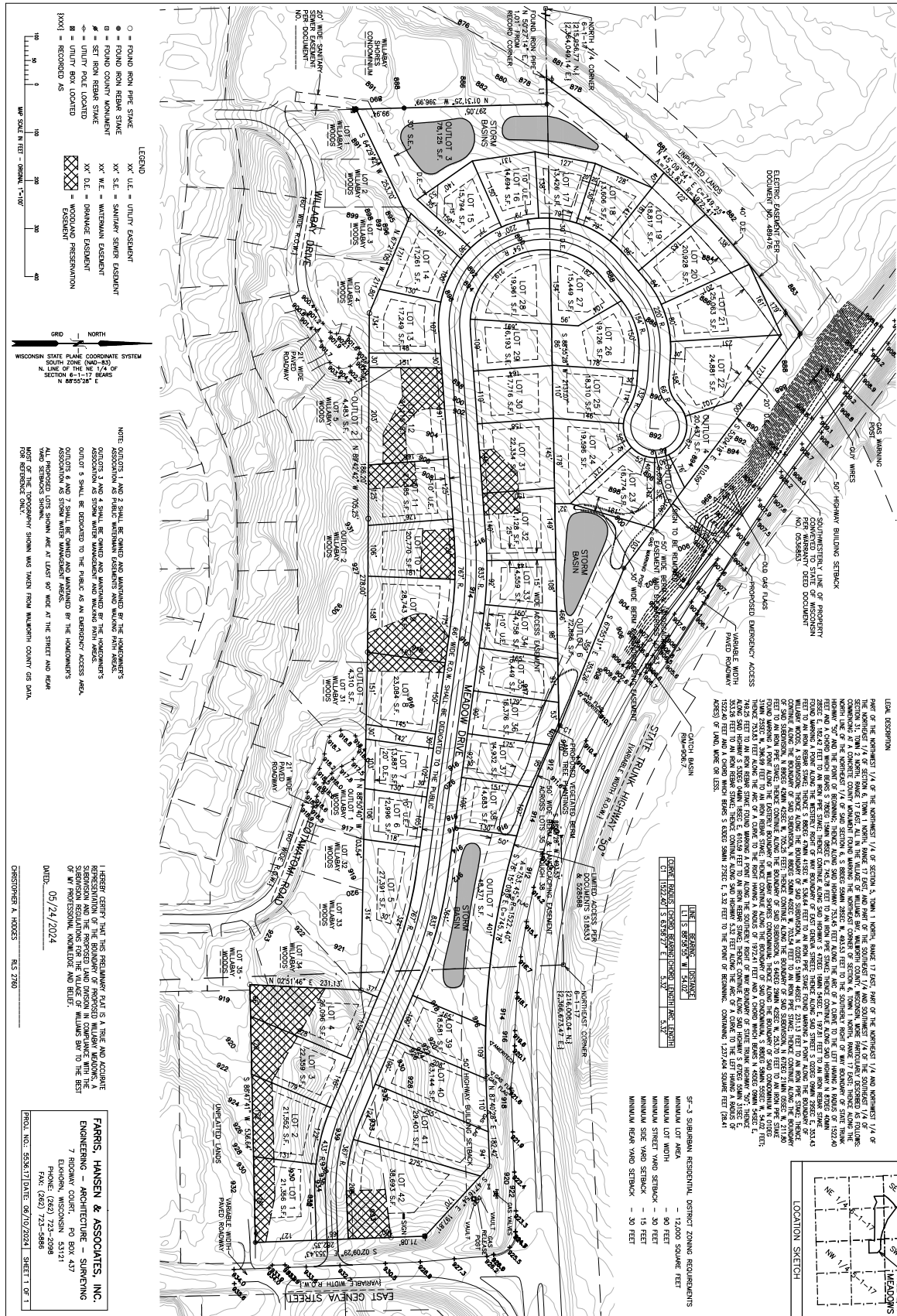


Douglas R. Snyder, P.E.

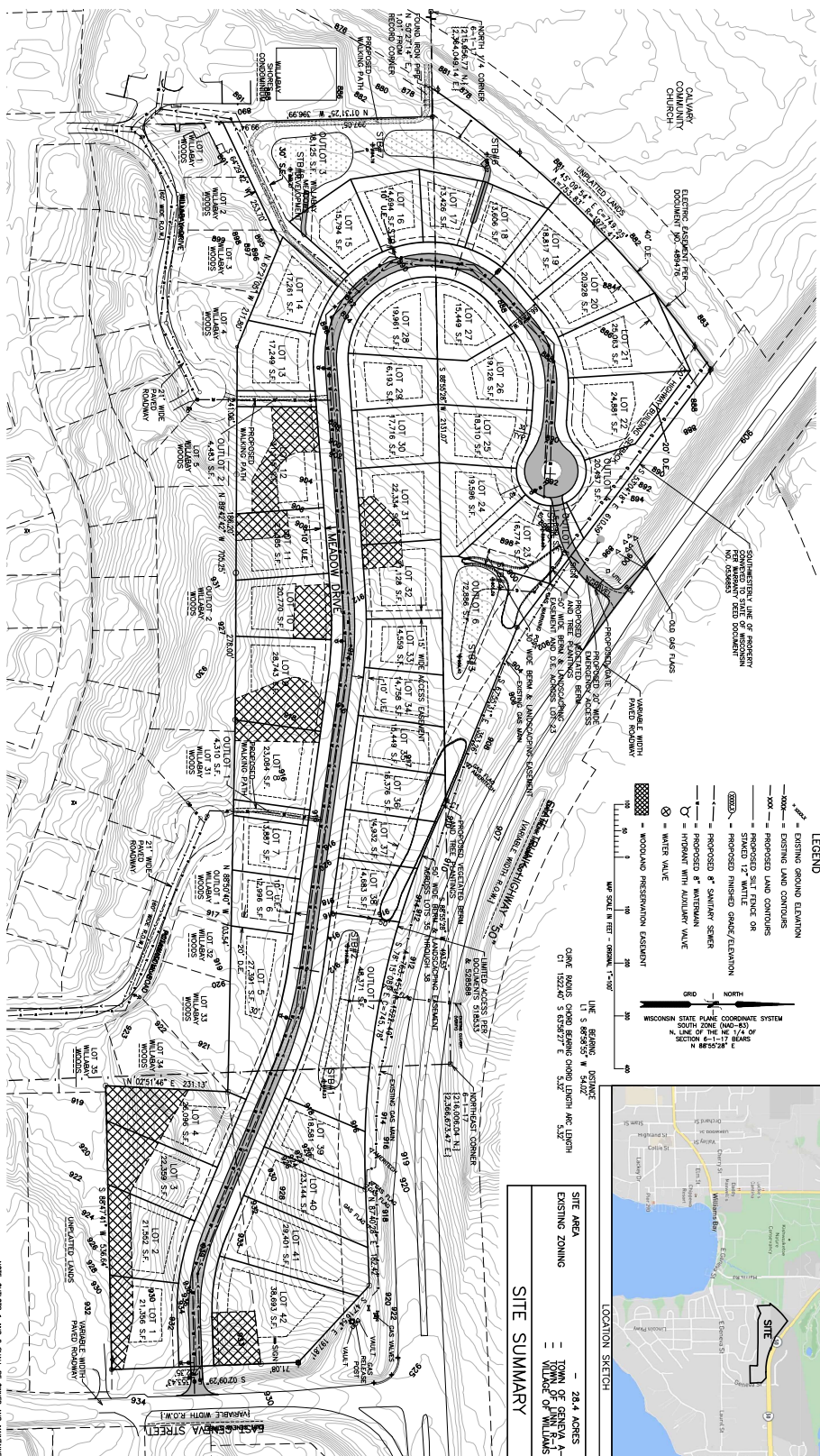
C: w/Encl via Email:

Bonnie Schaeffer, Zoning Administrator
Planning Commission Members

WILLABAY MEADOWS, A SUBDIVISION
PRELIMINARY PLAT (ASSUMING POST-ANNEXATION STATE)
PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, PART OF NE 1/4 AND NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
AND PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, ALL IN THE VILLAGE OF WILLIAMS BAY, WASHINGTON COUNTY, WISCONSIN



WILLABAY MEADOWS, A SUBDIVISION
PRELIMINARY ENGINEERING PLAN
PART OF NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN

[illegible]

SOIL PROFILES		
SE1	SE2	SE3
0-10" SILTY CLAY LOAM	0-11" SILTY CLAY LOAM	0-11" SILTY CLAY LOAM
10-14" SILTY CLAY LOAM	11-12" SILTY CLAY LOAM	10-16" SILTY CLAY LOAM
14-24" GRAVELLY SANDY CLAY LOAM	12-14" SILTY CLAY LOAM	16-20" SILTY CLAY LOAM
24-145" GRAVELLY SANDY LOAM	91-147" GRAVELLY SANDY CLAY LOAM	20-149" GRAVELLY SANDY LOAM
SE1	SE2	SE3
0-9" SILTY CLAY LOAM	0-14" SILT LOAM	0-13" SILT LOAM
9-38" SILTY CLAY LOAM	14-47" SANDY CLAY LOAM	13-36" GRAVELLY SANDY CLAY LOAM
38-121" GRAVELLY SANDY CLAY LOAM	47-63" SANDY CLAY LOAM	36-114" GRAVELLY SANDY LOAM
121-150" GRAVELLY LOAMY SAND	63-150" SANDY CLAY LOAM	114-150" SANDY CLAY LOAM
SE2	SE3	
0-7" SILTY CLAY LOAM	0-9" SILTY CLAY LOAM	
7-30" SILTY CLAY LOAM	9-30" SILTY CLAY LOAM	
30-38" GRAVELLY SANDY CLAY LOAM	30-58" GRAVELLY SANDY CLAY LOAM	
38-121" GRAVELLY SANDY CLAY LOAM	58-144" GRAVELLY SANDY CLAY LOAM	
121-150" GRAVELLY LOAMY SAND		

OWNER & SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AS STORM WATER MANAGEMENT FACILITIES. THE FACILITIES SHALL BE CONSIDERED A PART OF THE COMMON AREAS OF THE DEVELOPMENT. DRAINAGE SHALL ALSO INCLUDE PUBLIC WALKWAY PAVES. CONTROL SHALL BE EXERCISED TO THE POINT AS AN EROSION PROTECT MEAS. ALL PROPOSED SITES SHALL BE LATER ON WAS IN THE STREET AND NEAR THE STORMWATER SYSTEM. MOST OF THE PROPOSED STORM AND WASH FROM MULTIMON COUNTY AS DATA FOR PREVENTING DRAINAGE.

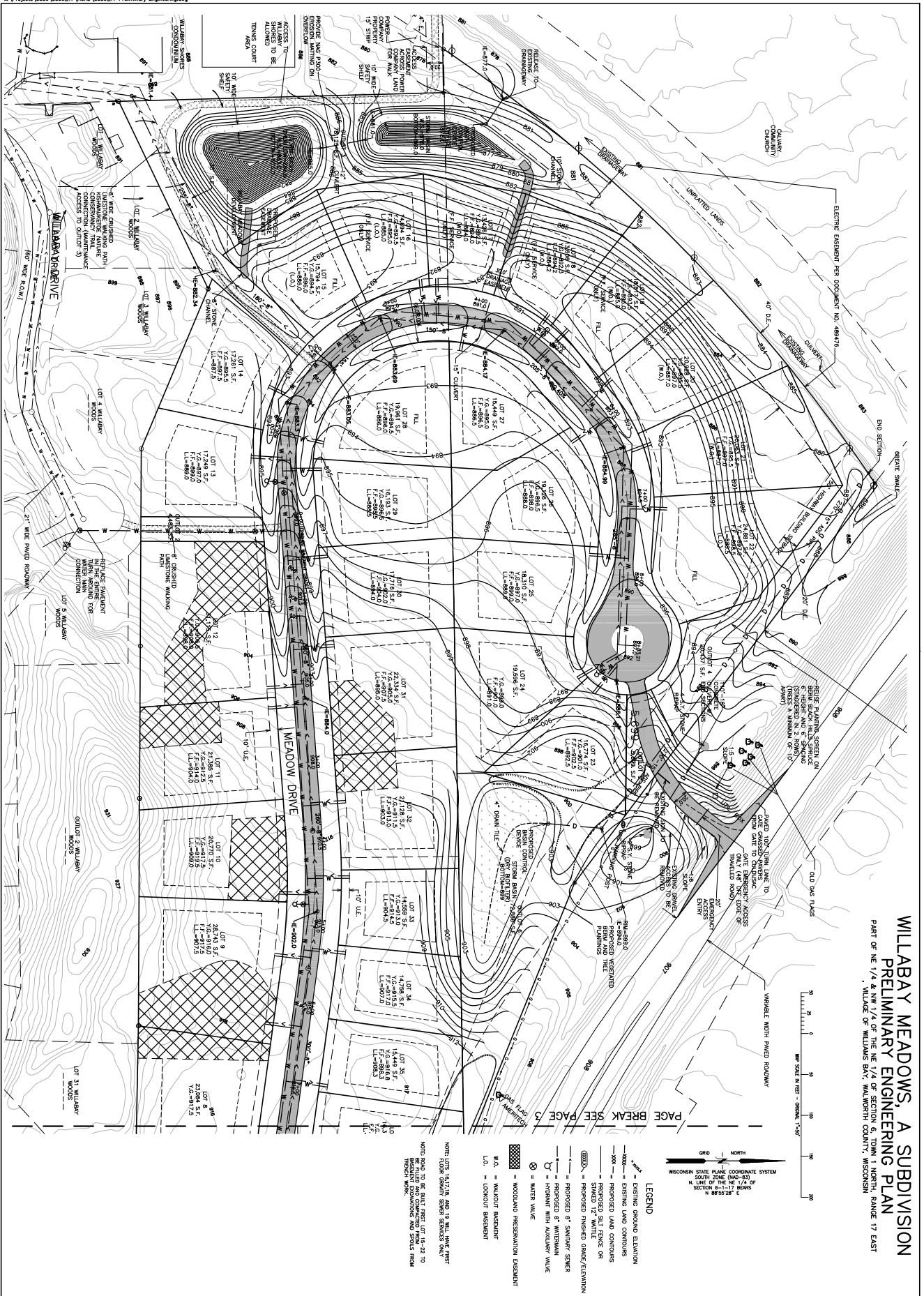
SHEET 1	-	OVERALL SITE DEVELOPMENT PLAN
SHEETS 2-3	-	DETAILED SITE, GRADING, DRAINAGE & EROSION CONTROL PLANS
SHEET 4	-	PROPOSED CONNECTION TO EXISTING SANITARY SEWER
INDEX OF SHEETS		

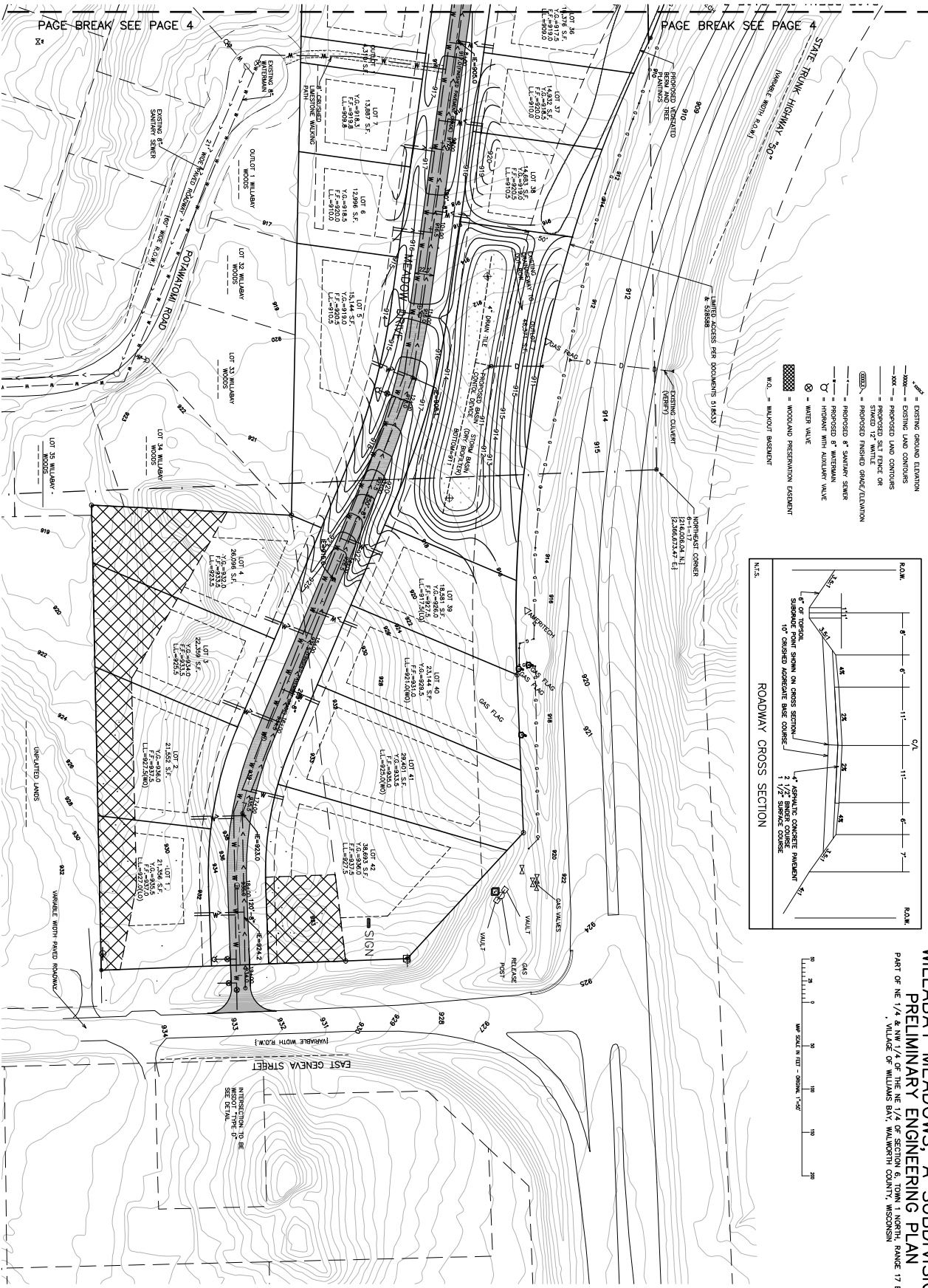
12/22/2023 - 15	ADVANCE	ADJ. SGL. BONDING INFO
02/08/2023	ADVANCE	COURTESY ACCESS
05/17/2023 - 15	ADVANCE	
11/6/2023 - 15	ADVANCE	
01/20/2024 - 15	REVISE OUT/OTS	
02/19/2024 - 15	ADVANCE	
02/23/2024 - 15	ADVANCE	
06/10/2024 - 15	ADVANCE	
PROJECT NO. 5536-17		
DATE 12-02-2020		
SHEET NO. 2		

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING — ARCHITECTURE — SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5886

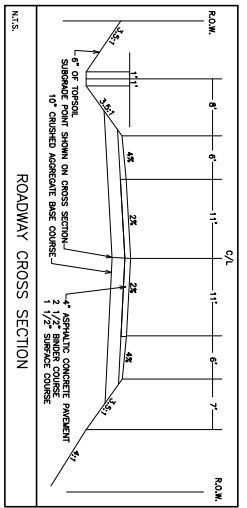
— WORK ORDERED BY —
LAND AND LAKES DEVELOPMENT
6400 SHAFER CT SUITE 325
ROSEMONT, IL 60018

WILLABAY MEADOWS
PRELIMINARY ENGINEERING PLAN





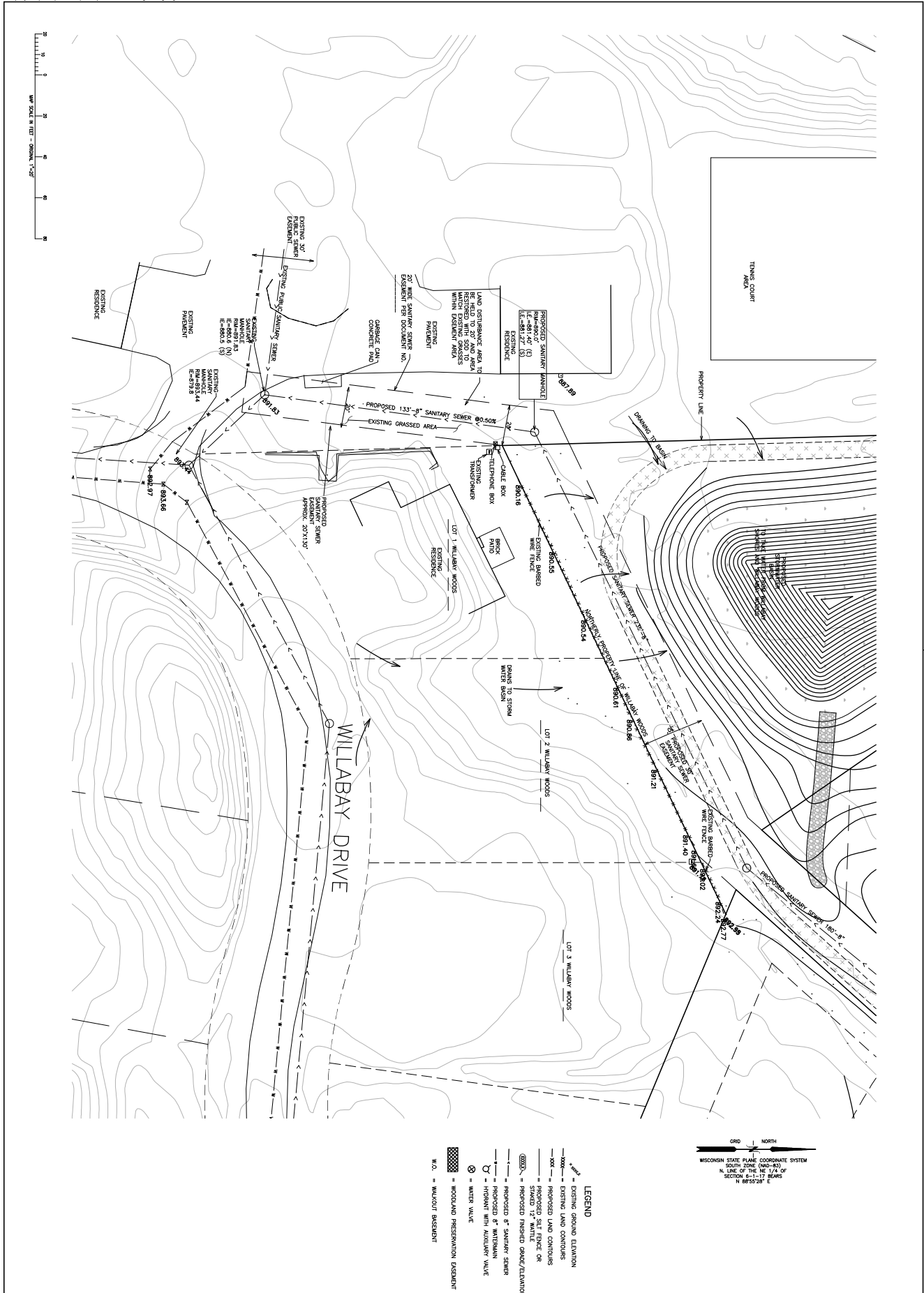
- LEGEND**
- = EXISTING ELEVATION
 - - - = EXISTING LAND CONTOURS
 - - - = PROPOSED LAND CONTOURS
 - - - = PROPOSED SUT FENCE OR STAKED 12" WHITE
 - - - = PROPOSED FINISHED GRADE/ELEVATION
 - - - = PROPOSED 6" SAWHAY SINKER
 - - - = PROPOSED 6" WATERMAN
 - - - = HYDRAULIC WITH ALUMINUM WALK
 - ⊗ = WATER VALE
 - ⊗ = WOODLAND PRESERVATION EXISTENT
 - W.O. = WALKOUT BASEMENT



WILLABAY MEADOWS, A SUBDIVISION
PRELIMINARY ENGINEERING PLAN
 PART OF NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
 VILLAGE OF WILLABAY, WISCONSIN

GRID NORTH
 WISCONSIN STATE PLANE COORDINATE SYSTEM
 SOUTH ZONE (NAD-83)
 N. LINE OF THE NE 1/4 OF SECTION 6-1-17 BEARS
 N 88°52'28" E

1" = 100' HORIZONTAL
 1" = 10' VERTICAL



Douglas R. Snyder

From: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Sent: Monday, July 8, 2024 7:34 AM
To: Warren Hansen
Cc: Douglas R. Snyder; 'martin hanley'; 'Mary Margaret Cowhey'; 'Chad Pollard'; Elkin, Robert - DOT
Subject: RE: Willabay Meadows Emergency access plan
Attachments: RE: Proposed Willabay Meadows -- Williams Bay

1/9

*** CAUTION: Think Security! This email originated from outside of Baxter & Woodman, Inc. Do not click on links or open attachments unless you recognize the sender and know that the content is safe.

Warren,

Sorry for the delayed response, I was on vacation last week.

Affirmative. We just need final plans and the other stuff in the email attached that was sent previously and a permit will be issued.

WisDOT is comfortable with the location and general concept shown previously. Please use this email as formal conceptual approval of the emergency access.

Sincerely,

Kevin Koehnke, PE

Permits Coordinator
141 NW Barstow Street
Waukesha WI 53187
kevin.koehnke@dot.wi.gov
262-548-5891



From: Warren Hansen <warren@farrishansen.com>
Sent: Friday, June 28, 2024 1:18 PM
To: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Cc: 'Douglas R. Snyder' <dsnyder@baxterwoodman.com>; 'martin hanley' <mhanley007@gmail.com>; 'Mary Margaret Cowhey' <mmcowhey@land-and-lakes.com>; 'Chad Pollard' <chadpollard@clairlaw.com>
Subject: Willabay Meadows Emergency access plan

CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Douglas R. Snyder

From: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Sent: Tuesday, June 11, 2024 10:36 AM
To: Douglas R. Snyder
Subject: RE: Proposed Willabay Meadows -- Williams Bay
Attachments: RE: Willabay Meadows DWG /5536.17 - Preliminary Engineering Plan; RE: Proposed Willabay Meadows - Request for Additional Connection Option at STH 50 - Farm Entrance

2/9

Doug,

WisDOT agreed to allow the emergency access in January of last year. That has not changed. A permit will be issued for emergency access connection to WIS 50 when:

1. The requested plan modifications are submitted and approved.
2. Special exception and waiver of damages for the improvements that are proposed in the highway setback area are finalized.
3. The final plat is recorded.
4. A permit application is received from the entity that will maintain the driveway.

Kevin Koehnke, PE

Permits Coordinator
141 NW Barstow Street
Waukesha WI 53187
kevin.koehnke@dot.wi.gov
262-548-5891



From: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Sent: Tuesday, June 11, 2024 8:53 AM
To: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Subject: Proposed Willabay Meadows -- Williams Bay

Hi Kevin,

See below and attached. I doubt the Village planning commission and Board will conditionally approve a preliminary plat and preliminary engineering unless we are able to get something in writing from the WDOT stating that the emergency access, parcels adjacent to STH 50, and drainage associated with STH 50 is acceptable, as proposed in the preliminary engineering, subject to final plat and final engineering.

The developer is saying everything is good with the WDOT -- we have not seen any evidence of it.

Can you give me an update from your end?

Doug

From: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Sent: Monday, May 13, 2024 2:17 PM
To: Warren E Hansen
Cc: 'Warren Hansen'; cpollard@clairlawoffices.com; Douglas R. Snyder; 'martin hanley'; mmcowhey@land-and-lakes.com; Elkin, Robert - DOT; Salazar-Oyarce, Jorge - DOT
Subject: RE: Willabay Meadows DWG /5536.17 - Preliminary Engineering Plan
Attachments: DT1504-2024.docx

Warren,

1. Check the 887 contour on the west side. It ties into the 888 existing.
2. Make a more defined berm near the subdivision exterior on the west side of the emergency access to divert hwy runoff around the subdivision rather than allowing it to cross the lots/outlots.
3. Move the gate south so that the longest emergency vehicle intended to use the emergency access is fully off the hwy when stopped to open the gate.
4. There are improvements being proposed in the 50-ft highway setback area. There was a recent change to transportation administrative code TRANS 233 that allows certain improvements within the setback area now whereas they had previously been prohibited. WisDOT has developed an interim way to allow these improvements in reaction to the new law and that requires a special exception and waiver of damages. Prior to recording the final plat, please reach out to our TRANS 233 reviewer Jorge Salazar jorge.salazaroyarce@dot.wi.gov for details on the requirements and be sure to leave a break in the access restriction on the final plat to allow for the emergency access.
5. Attached is the driveway permit required to be filled out and signed by the Village if they are the ones that will maintain the driveway and culvert. The permit will be issued upon resubmittal of the grading plan for approval and recording of the subdivision plat.

Sincerely,

Kevin Koehnke, PE

Permits Coordinator
141 NW Barstow Street
Waukesha WI 53187
kevin.koehnke@dot.wi.gov
262-548-5891



From: Warren E Hansen <office@farrishansen.com>
Sent: Monday, May 13, 2024 12:45 PM
To: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Cc: 'Warren Hansen' <warren@farrishansen.com>; cpollard@clairlawoffices.com; 'Douglas R. Snyder' <dsnyder@baxterwoodman.com>; 'martin hanley' <mhanley007@gmail.com>; mmcowhey@land-and-lakes.com; Elkin, Robert - DOT <Robert.Elkin@dot.wi.gov>
Subject: RE: Willabay Meadows DWG /5536.17 - Preliminary Engineering Plan



STATE TRUNK HIGHWAY CONNECTION APPLICATION

Wisconsin Department of Transportation (WisDOT)

DT1504 1/2023 Wis. Stat. ss. 86.07(2)(a), 84.09, 84.25, 84.295 & Wis. Adm. Code Ch. Trans 231

4/9

- Use this form to apply for a new connection to a state trunk highway (STH) or for altering, removing, or allowing an existing connection. - If the property has any legal restrictions that prohibit access to a STH, WisDOT cannot approve a STH connection for the property. - One DT1504 form is required per connection. Please type or print neatly in ink. Fill out the required information on all pages of this form per the instructions. For more information, visit: https://wisconsindot.gov/Pages/doing-bus/real-estate/permits/connections.aspx Provide a copy of the property deed, title work related to the property purchase, and any property surveys.			Tracking #:		
			WisDOT OFFICE INFORMATION	Southeast Region 141 NW Barstow St Waukesha, WI 53187	
APPLICANT INFORMATION	1. Applicant Name and Mailing Address (Street/PO Box, City, State, ZIP Code)		2. Property Owner Name and Mailing Address (If not applicant)		3. If Not Property Owner, Reason for Request
CONNECTION LOCATION INFORMATION	4. Highway Number(s)	5. County	6. ☐ City ☐ Village ☐ Town of:		7. Side of the Highway ☐ North ☐ South ☐ East ☐ West
	8. Located within the: Quarter, of the Quarter, Section, Town North, Range				9. Fire or Street Number (If applicable)
	10. Name of Nearest Side Road from Location		Distance and Direction from the Side Road (Feet or Miles) (N, S, E, W, A)		11. How far is the location from the nearest non-side road connection (driveway or trail crossing) on the same highway? (Feet or Miles)
	Latitude and Longitude (Filled in by WisDOT):				
CONNECTION TYPE INFORMATION	12. Proposed Activity (Check one) ☐ Construct New ☐ Remove Existing ☐ Allow Existing ☐ Alter Existing Choose all applicable items from alter list ➔		13. Proposed Use (Check one – See instructions for category description) ☐ Urban – Commercial/Industrial ☐ Rural – Commercial/Industrial ☐ Urban – Residential ☐ Rural – Residential ☐ Public Road ☐ Rural – Agricultural ☐ Trail or Trail Crossing		16. Proposed Trips Per Day (Check one) ☐ Seasonal ☐ 51-100 ☐ 1-25 ☐ 101-1000 ☐ 26-50 ☐ Over 1000 ➔ Peak hour traffic count: _____
			14. Proposed Width: 15. Proposed Surface:		SEE PAGE 2 for QUESTIONS 17-27. SEE PAGE 3 FOR INDEMNIFICATION. SEE PAGES 4-6 FOR CONDITIONS AND PROVISIONS.
X (Property Owner or Authorized Representative) (Date) (Telephone Number) (Email address)					
The applicant affirms that all information provided on and submitted with this form is correct and complete. Providing incorrect or incomplete information may result in permit denial or revocation as well as criminal prosecution under Wis. Stat. s. 946.32.					
Completed by Wisconsin Department of Transportation – REVIEW UPON PERMIT ISSUANCE					
☐ Application DISMISSED ACCESS RIGHTS (1) NOT OWNED BY APPLICANT OR (2) CONTROLLED UNDER WIS. STAT. S. 84.25 or 84.295. NO RIGHT TO APPLY EXISTS.			GENERAL CONDITIONS OF ISSUANCE #1-42 APPLY Permit Provisions Also Apply: ☐ Supplemental ☐ Special ☐ Lane Closure System notification required ☐ Insurance or performance bond required ☐ Permit voids/replaces permit # ☐ Transportation project plat ID # ☐ Temporary access. Permit expiration date below. See #34 .		
☐ Permit DENIED MAY BE APPEALED UNDER WIS. STAT. S. 86.073.					
☐ WORK Permit APPROVED ONLY FOR PERFORMING WORK ON STATE TRUNK HIGHWAY RIGHT-OF-WAY UNDER WIS. STAT. S. 86.07(2)(a). THIS PERMIT IS REVOCABLE.					
☐ DOCUMENTATION of Authorized Access Point APPROVED BY WisDOT UNDER PREVIOUS WIS. STAT. S. 84.25 PROJECT. THIS IS NOT A PERMIT BUT SERVES TO DOCUMENT THE TYPE, USE, TRIPS PER DAY, CONFIGURATION, DRAINAGE, ETC. FOR THE STH CONNECTION.			☐ Shared Connection Co-user name(s): Related ID #(s): Misc. info:		
☐ CONNECTION Permit APPROVED DOES NOT CREATE A RIGHT OF ACCESS OR ACCESS EASEMENT FOR THE PROPERTY. THIS PERMIT IS REVOCABLE.					
X (WisDOT Authorized Representative Signature – If Computer-filled, Brush Script Font)			04/30/2024 Application Submitted		
			04/30/2024 Approved Work Start		
			07/19/2024 Approved Work Finish		
			Approved Work Extension		
			04/30/2024 Application Completed		
			Identification Number		
			Issued		
			Permit Expires		
			Permit Amended		

5/9

➡ **Note:** In questions 17-26, "the property" refers to the property for which this application is being made.

17. ☐ Yes ☐ No Is the property zoned? In either case, provide the appropriate documentation from the jurisdictional zoning authority.
18. Explain how the land is currently being used: _____
19. ☐ Yes ☐ No Are you aware of any plan to change the zoning or land use for the property? If yes, explain. _____
20. ☐ Yes ☐ No Is this connection for the property that was also part of a land division or assemblage created on or after 2/1/99? If yes, explain. _____
21. ☐ Yes ☐ No Do you own other property abutting the highway that is next to the property that this connection will serve? If yes, explain. _____
22. ☐ Yes ☐ No Does the property abut other public roads? If yes, provide all road names. _____
23. ☐ Yes ☐ No Are there any existing connections to any road serving the property? If yes, how many? _____
24. ☐ Yes ☐ No Are there any restrictions on the number, use, or location of connections to the property? If yes, explain. _____
- 25A. ☐ Yes ☐ No Are there any access easements across the property, or does any other property obtain access to a state trunk highway by crossing the property?
- 25B. ☐ Yes ☐ No Are there any easements or arrangements that allow the property to access a public road by crossing another property? If you answered yes to 25A and/or 25B, explain. See the instructions for what information to provide. _____

➡ **Note:** If you answered "yes" to question (Q) 24, 25A or 25B, provide a copy of **all documents** relevant to the restrictions and/or easements.

26. Provide the property tax identification number: _____
27. List the **proposed** work start and finish dates for construction of the connection. Check **not applicable** if work is not needed for this permit.
Start: _____ Finish: _____ ☐ Not Applicable

Best times of the day and/or days of the week that are more convenient for WisDOT to call you if needed: _____

FOR ANY NEW OR RELOCATED CONNECTION, APPLICANT SHALL PLACE A FLAG OR MARKER IN THE HIGHWAY DITCH OR FORESLOPE (VISIBLE FROM THE HIGHWAY) AT THE PROPOSED LOCATION FOR WisDOT SITE REVIEW.

INDEMNIFICATION

6/9

The Permittee shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by the Permittee himself/herself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the following:

1. Any of the work done by the Permittee, or Permittee's contractors or agents (collectively "WORKERS").
2. The construction or maintenance of facilities by the Permittee or WORKERS, pursuant to this permit or any other permit issued by the State for construction of facilities within the highway.
3. As a result of action or inaction by Permittee or WORKERS resulting in damage to another that occurs:
 - a. While the Permittee or WORKERS are performing work, or
 - b. While any of the Permittee's or WORKER's property, equipment, or personnel, are in or about such place or the vicinity thereof, or
 - c. While any property constructed, placed, or operated by or on behalf of Permittee or WORKERS remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State.

This hold harmless provision applies, without limiting the generality of the foregoing, to all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters, to the Permittee or WORKERS, their employees, agents, contractors, subcontractors or frequenters, or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters, Permittee, WORKERS, their employees, agents, contractors, subcontractors or frequenters; or any other person.

Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, caused by Permittee or WORKERS pursuant to this permit or any other permit issued by the State for damage to property, lines or facilities on highway right-of-way resulting in any loss of power, telephone service, communications, data, information, or material; or involving property rights any other person of any kind whatsoever.

The Permittee shall at his/her own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

All facilities constructed within the highway right-of-way by Permittee become the property of the State of Wisconsin, Department of Transportation, and may be altered or removed by the maintaining authority of the highway in accordance with state law.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed, or operated by or on behalf of the Permittee or WORKERS that remains on the State's property or right-of-way pursuant to this permit shall not release Permittee from any of the indemnification requirements of this permit.

GENERAL CONDITIONS OF ISSUANCE

1. All connections have restrictions that are documented in the preprinted and filled-in information on this form along with any conditions, covenants, supplemental and special provisions, superimposed notes, and detail drawings added by WisDOT. In addition to WisDOT's approval, permittee shall also comply with relevant state statutes and administrative rules, plus any laws, codes, rules, regulations, ordinances, and permit requirements of other jurisdictional agencies. Alteration of this form by the permittee **is prohibited**.
 2. The permit authorizes the work for the applicant ("permittee") indicated on this permit. It does not grant authority for the work of any other, either by present or future installation.
 3. Comply with this permit in its entirety. Failure to comply with any part of this permit is the permittee's responsibility, which includes full restitution of any costs WisDOT incurs to remedy non-compliance acts and may include treble damages under Wis. Stat. s. [86.02](#). Further, if permittee fails to comply with any permit term, and WisDOT seeks to compel compliance by the permittee, enforce a permit term, revoke this permit, or recover costs associated with completing work required under this permit or redoing work not up to standards or specifications, permittee shall also be responsible for paying a sum that reimburses the State for time expended by its attorneys working on the matter and all court costs.
 4. The venue for any court action related to permit enforcement shall be Dane County, Wisconsin.
 5. Immediately cure any violation of this permit, particularly any failure to maintain a safe work site and proper work zone traffic control. Failure to do so may result in WisDOT stopping further work, removing permittee from the highway right-of-way (ROW), revoking the permit or any combination of these actions.
 6. Except in cases where the permitted connection is constructed by forces acting on behalf of WisDOT as part of a highway improvement or maintenance project, the permittee shall do all of the following:
 - (a) Furnish all materials, do all work, and pay all costs for construction and maintenance of the connection and its appurtenances in the ROW. Use the appropriate materials and type and quality of the work for the connection type specified in this permit.
 - (b) Do all work without jeopardy to, or interference with, traffic using the highway
 - (c) Be responsible for all additional work WisDOT deems necessary due to plan error, omission, or unknown or changed field conditions
 - (d) Maintain the connection and its appurtenances within ROW limits, which includes keeping them in a proper state of repair, preventing the blockage or impairment of ROW drainage, and preventing the occurrence of aboveground obstacles that may cause serious injury or death to a motorist
 - (e) Do not disturb or cause the disturbance of any survey marker without the **prior written approval** of WisDOT
 7. The permittee shall not make any changes to the connection, its appurtenances, or the highway ROW, including, without limitation, changes to the location (Q4-11), use (Q13), width (Q14), surface (Q15), or increase the number of trips per day (Q16) indicated by this permit without obtaining **prior written approval** from WisDOT. WisDOT will evaluate all potential highway impacts that may arise from any proposed change(s) and therefore, does not guarantee approval.
 8. WisDOT does not assume any responsibility for removal or clearance of snow, ice, or sleet, or the opening of windrows of such material upon any portion of any connection along any state trunk highway even though snow, ice, or sleet is deposited or windrowed on said connection by its authorized representative while performing normal winter maintenance operations. No snow, ice, or sleet removed from the connection shall be deposited on any highway pavement or shoulder or in a manner that creates a safety hazard or obstruction to highway drainage.
 9. Rock, asphalt, concrete, timber, or other embankment retention or marking treatments for the connection **are prohibited**. A plastic or metal post with or without a blue reflector(s) may be installed on each connection side. Posts cannot be larger than 2" square. Acceptable posts are shown at right. Plastic or metal posts shall not be stronger than the equivalent of a 1½-inch diameter standard metal pipe. Using red or amber reflectors **is prohibited** under Wis. Stat. s. [346.41\(3\)](#). Using wood posts also **is prohibited**.
 10. **WisDOT reserves the right to revoke any permit issued.** WisDOT also reserves the right to make such changes, additions, repairs, relocations, and removals within statutory limits to the connection or its appurtenances on the ROW as may at any time be considered necessary to facilitate highway relocation, reconstruction, widening, and maintenance, or to provide proper protection to life and property on or adjacent to the highway, or if alternative access to the property becomes available.
 11. **If the permitted work has not been started by the Approved Work Finish Date, this permit is null and void.** If the work has been started but not completed by the Approved Work Finish Date, no additional work shall be done unless authorized through an approved Work Extension Date or a subsequent permit from WisDOT. WisDOT does not guarantee approval of a time extension or subsequent permit since the conditions WisDOT based its permit approval upon may have changed between the permit issuance and time extension request dates. **Execution of any part of the work shall verify agreement by the permittee to conform to this permit and to be bound by all of its requirements, restrictions, and obligations, all of which shall continue to be in full force and effect.**
 12. Any connection-related improvement constructed within the highway becomes part of the highway and is subject to the jurisdiction of the maintaining authority of the highway. Issuance of this permit does not guarantee in the future that the connection will remain in place or be allowed to function in the same manner as when it was installed. WisDOT or any other authority with jurisdiction over the highway may alter the highway in such a manner that changes the connection's function by installing medians, lanes, or traffic control devices, or may require that the connection be closed entirely. WisDOT attempts, in exercising its police powers, to avoid unreasonably restricting property access to a highway. Abutting landowners are generally not entitled to compensation for changes made to the highway by the maintaining authority for police power activities.
 13. The permittee agrees that any connection constructed by or for the permittee is for the purpose of obtaining access to the property listed in Q26. The connection shall not be used for parking or servicing vehicles, or for advertising, storing, or selling goods on the ROW.
- ### WORK ZONES
14. Install warning signs, devices, etc. **prior to the start of any permitted work** within the highway ROW and ensure all are fully functional and maintained to protect the public, workers, and the work site until all permitted work is complete. Comply with the [Wisconsin Manual of Uniform Traffic Control Devices](#) or [Work Zone Field Manual](#), current editions, for appropriate sizes, designs, and configurations of warning signs and devices. Provide and maintain the quantity of signs and devices therein described, and supplement those with additional signs, devices, and flaggers as necessary to functionally protect people and property from injury or damage always and under all conditions, including changed or changing conditions. Wear retro-reflective safety vests while working within the highway ROW.
 15. Secure the work site and associated traffic control zone against any hazard to the public, both when the site is attended and unattended during off-hours, holidays, and nighttime hours. This includes vehicles, equipment, and materials.
 16. Do not keep vehicles, equipment, or materials related to this permit within the highway ROW limits except those items that are actively being used in the work operation.
 17. Perform all permitted work without obstructing or closing any part of any travel lane or fully closing any road unless authorized by WisDOT.
 18. Derive no direct access to install, maintain, or repair the permitted connection from a freeway travel lane, shoulder, or from any interchange ramp unless authorized by WisDOT in this permit. If access is needed due to an emergency, immediately contact the Wisconsin State Patrol and WisDOT Region Office listed on this permit. **The use of freeway median crossovers to make U-turns or obtain highway access is prohibited and subject to citation by law enforcement.**
 19. Any disturbance to, operation within, or use of a highway median **is prohibited** unless authorized by WisDOT in this permit.
 20. Coordinate the permitted work and in no case interfere with any ongoing highway improvement project.



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CONSTRUCTION

21. Notify the WisDOT representative listed on this permit 3 days before starting any work and call Diggers' Hotline 811 or (800) 242-8511.
22. Determine the locations of any existing facilities in the area affected by the permitted work and protect or take actions needed to protect them from any damage. All notifications to facility owners, including but not limited to utilities, are the permittee's responsibility.
23. Always keep a complete copy of the permit (which may be electronic) at the job site when the permitted work is ongoing. If applicable, also keep a copy with a project manager or supervisor familiar with the permit and all of its details and requirements.
24. Construction methods shall meet the requirements of this permit and be performed in accordance with methods and procedures set forth in the current edition of WisDOT's [Standard Specifications for Highway and Structure Construction](#).
25. Install the connection in the specified permit location. Upon discovery of any error in placement or upon WisDOT order, move any part of the connection to the correct location. Any connection part located other than as specified in this permit exists at permittee's sole risk. Accordingly, if the same is undetected or is suffered to remain in variance to the permit, the permittee shall hold the State, its employees, agents, and officers harmless and free of any cost, claim or liability associated with any accidental damage to such facility that may result from a highway construction, maintenance, traffic control, or ROW management project or function.
26. The permittee may be required to excavate part of the ditch bottom or backslope to properly install a culvert endwall. Direct questions about this work to the WisDOT Region office that issued this permit.
27. Do not at any time open any greater length of trench than necessary to maintain essential work progress. Use temporary sheeting, shoring, or trench boxes as needed to prevent cave-ins.
28. Comply with applicable laws, rules, policies, and regulations when acting under this permit especially when within tribal or federal lands. Provide documentation as needed when on WisDOT ROW to prove compliance or coordination with the following agencies:
 - Wisconsin Historical Society to avoid or mitigate any potential cultural resource (archeological, historical, burial site, etc.) impacts per Wis. Stat. s. [44.40](#).
 - Department of Natural Resources to avoid or mitigate any potential stormwater runoff, site erosion, wetland, waterway, and endangered or threatened species impacts.
29. Comply with all applicable regulations and codes, including, but not limited to, the U.S. Department of Labor, Occupational Safety and Health Administration, [29 CFR Part 1926](#) for construction safety precautions and operations.

EROSION CONTROL

30. Implement erosion control best management practices (BMPs) prior to and during work operations pursuant to Wis. Admin. Code [Ch. NR 151](#) and any applicable municipal or county ordinances. Provide copies of any required Department of Natural Resources, municipal, or county construction permits. Provide and maintain erosion control BMPs to protect all restored areas upon completion of the permitted work and until replacement vegetation achieves sustained growth. Remove all sediment or material site runoff deposited onto WisDOT ROW and stabilize the area within 24 hours of the release. Immediately clean all sediment or materials deposited onto highway travel lanes or shoulders. Clean downstream ditches, culverts, and storm sewers to ensure positive flow prior to finalizing the work. Remove temporary erosion control BMPs following work completion.

AFTER CONSTRUCTION

31. Send electronic notice to the WisDOT representative who approved this permit **within 10 calendar days** of completing the work including all restoration. Notice may also be sent via telephone or regular mail.
32. Cure faults related to work or facilities under this permit that, in WisDOT's opinion, obstruct highway drainage or in any other manner adversely affect highway maintenance or operation, and restore the ROW as directed by WisDOT and to its satisfaction.
33. Alter the permitted connection as may be ordered by WisDOT to facilitate highway improvements, safety, operations, or maintenance. Accept all costs of constructing, maintaining, altering, temporarily moving, or relocating the permitted connection.

RESTORATION

34. All restoration work shall meet qualities, grades, compactions, and conditions of this permit and be performed in accordance with the methods and procedures set forth in the current edition of WisDOT's [Standard Specifications for Highway and Structure Construction](#). For temporary permits, complete all restoration prior to the expiration date.
35. Promptly restore to WisDOT's satisfaction and at least pre-existing conditions any highway facility, surface, shoulder, curb, gutter, sign, sidewalk, driveway, gravel base, ballast, ditch, vegetation, drainage appurtenance, guardrail, electric conduit/cable, or property of any type or other ROW element disturbed by any work under this permit.
36. Sawcut all pavement full-depth when open cutting. Restore concrete pavement in conjunction with WisDOT standard detail drawing [13C9](#). Remove and restore concrete pavement to the nearest joint for full lane width or provide a detailed joint plan for review and approval. The minimum patch dimension is 6' by the full lane or shoulder width. High early strength concrete may be specified if needed. For concrete pavement repair guidance, see [FDM 14-25-10, Exhibit 10.1](#). The minimum asphalt patch dimension is 6' by the distance to the nearest joint or seam. Only use hot mix asphalt.
37. Backfill all excavations permitted within highway pavement or shoulder areas with suitable granular material, placed in lifts or layers 12" or less each in depth, and mechanically compact to meet appropriate density. Do not use water jetting to perform mechanical compaction. Repair to WisDOT's satisfaction any subsequent heaving, settling, or other defects or faults attributable to the permitted work.
38. Adjust manhole covers, shut-off and regulator valves, and like facilities to the level of the immediately adjacent grades.
39. Restore any turfed ROW area disturbed under this permit with fine-graded topsoil having a depth of not less than 4" and reseeded to perennial grass or sodded to WisDOT's satisfaction. Water the planted seed or sod until fully established.
40. Construct smooth and finished slopes at all locations where regraded portions of the highway ROW meet the lands of adjacent property owners. Do not trespass on adjacent property owner's lands.
41. Dispose of any brush, trash, or waste materials resulting from the permitted work off the ROW in accordance with applicable solid waste disposal regulations. Dumping or littering is prohibited.
42. WisDOT may notify permittee that restoration must be completed by a specific time if it is not done voluntarily without delay. If the permittee fails to satisfactorily complete the restoration by the specific time, WisDOT may arrange for the restoration to be completed and bill permittee accordingly. If this occurs, the permittee shall pay for all restoration costs, which may be tripled under Wis. Stat. s. [86.02](#).

SUPPLEMENTAL PERMIT PROVISIONS (#43-66)

The permittee shall abide by the following checked provisions:

STATE HIGHWAY DETOUR

- ☐ 43. Complete a permit application form to detour state highway traffic ([DT1479](#)). This permit shall only be in effect if WisDOT approves the matching DT1479 permit.

WORK RESTRICTIONS

- ☐ 44. Daily, holiday, or seasonal work restrictions apply to the permitted work as detailed in the special permit provisions. Review these restrictions with the WisDOT Region Office identified in this permit.

NOTIFICATIONS

- ☐ 45. Contact the WisDOT Region office identified on this permit to arrange for a WisDOT representative to inspect the work site. Perform no work under this permit prior to his/her arrival.
- ☐ 46. Contact the WisDOT Region office identified on this permit prior to completing the permitted work to arrange for an inspection by a WisDOT representative before the permittee's contractor or work crew leaves the site.
- ☐ 47. Call WisDOT's Traffic Management Center (TMC) / - on a weekly basis or as otherwise determined by the TMC before working on any freeway. The TMC may place restrictions on work times and lane/shoulder closures based upon various special events, oversize freight movements, or daily peak travel times.

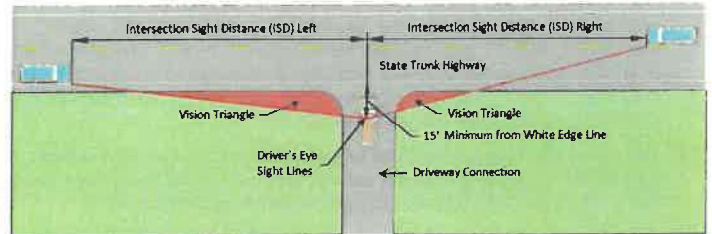
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TREE & VEGETATION MANAGEMENT

- ☐ 48. Plant trees or vegetation only in the locations and with the species as detailed on the plans included and approved with this permit, or as WisDOT specifies in the field.
- ☐ 49. Replace trees or vegetation removed with the species and in the manner required in any special provisions of this permit.
- ☐ 50. Maintain all plantings according to the special permit provisions.
- ☐ 51. Do not place any sign or marker identifying the plantings within the highway ROW.
- ☐ 52. WisDOT accepts no responsibility for loss occurring to plantings. Be fully aware that plantings are subject to:
 - Thinning or mortality
 - Normal hazards from maintenance operations, snow control, and public utility installation, maintenance, or alteration
 - Trimming or removal when the plantings cause sight distance restrictions or hazardous snow/ice conditions on the highway
 - Destruction when highway reconstruction is done
 - Partial or complete abandonment or obliteration, or return to private ownership, if future highway relocations are made
 - Removal by government authorities, including WisDOT, under Wis. Stat. s. [86.03\(3\)\(a\)](#)
- ☐ 53. Do not cut, trim, or damage trees or vegetation to facilitate the permitted connection's construction or maintenance except as authorized by the owner of such tree or vegetation. (Wis. Stat. s. [86.03](#)). Clearly cut the exposed ends of all tree roots found during excavation with suitable pruning tools immediately after exposure. Comply with all applicable laws, regulations, and local ordinances (even those stricter than WisDOT specifications) governing tree sale, transport, cutting, or pruning and with [ANSI A300](#), which is the generally accepted industry standard for tree care practices.
- ☐ 54. Trim only trees or vegetation necessary to provide safe clearances or by special provisions. Do not damage non-target trees or vegetation. Do not clear-cut trees or vegetation.
- ☐ 55. Survey trees or vegetation to be removed and inspect jointly with a WisDOT representative prior to starting any highway ROW work.
- ☐ 56. Do not cut or trim oak trees between April 15 and October 15 to prevent Oak Wilt Disease from spreading unless a thick coat of asphalt base tree paint is applied immediately after any cut, trimming wound, or abrasion made between those dates.
- ☐ 57. Remove each stump in the area where cutting is permitted, including stumps created by windfalls or prior cutting, by cutting the stump flush with ground level or removing it with a stump grinding operation. The permittee shall be responsible for any damages to mowing equipment or any vehicle caused by any stump not being cut in accordance with this requirement.
- ☐ 58. Treat all deciduous tree stumps with an herbicide approved for use to prevent future sprouting. Do not treat evergreen tree stumps.
- ☐ 59. Dispose of all cut, trimmed, or sprayed trees, logs, branches, stumps, and other vegetation in the following manner(s). If more than one box is checked, verify if related special permit provisions have been added. Off-site means off the ROW. In all cases, avoid disturbance to any manicured lawn.
 - ☐ Cut trees, logs, or trimmed branches may be chipped and used for mulch on the ROW in a layer not exceeding 3" and in a way that does not interfere with highway drainage
 - ☐ Sprayed or basally treated trees and vegetation shall be cut and hauled off-site to a proper location
 - ☐ Permittee may haul materials to a specific location off-site upon receiving the landowner's permission
 - ☐ Permittee may keep the materials after hauling them off-site
 - ☐ Other adjacent landowners may keep the materials off-site
 - ☐ Haul only the materials that have salvage value to the nearest county highway department or other designated site for public sale or distribution by WisDOT
- ☐ 60. Promptly restore all natural highway safety features, including but not limited to, living snow fence and headlamp screens.

VISION TRIANGLES

- ☐ 61. In addition to the required intersection sight distance (ISD) for the connection, maintain vision triangles to allow drivers approaching or stopped at the connection to safely perform the necessary maneuvers to navigate the connection. This means eliminating all objects that may obstruct driver views. For side road connections, maintain vision triangles in accordance with WisDOT's Facilities Development Manual Chapter [11-10-5](#), section 5.1.4.3. For driveway connections, unless otherwise specified in provision #62, maintain vision triangles as depicted in the shaded areas of the diagram below using an ISD Left of ____ and ISD Right of _____. On land within the vision triangles, (1) do not erect buildings, signs, billboards, fences, or anything exceeding 3', and (2) do not plant shrubs, trees, hedges, grasses, flowers, and other vegetation that may grow to a height exceeding 3', or continuously maintain them to not exceed a height of 3'.
- ☐ 62. Follow provision #61 except maintain vision triangles as depicted in shaded areas of the diagram below measured at ____ from the white edge line instead of the minimum 15' and using an ISD Left of ____ and ISD Right of ____.



URBAN CONNECTIONS

- ☐ 63. Completely remove existing curb and gutter for construction of the connection. Such removal shall be to the nearest construction joint and saw cut to a minimum length of 3' for remnant curb. Join all new concrete to existing concrete with No. 4 tie bars.
- ☐ 64. Construct the new concrete curb and gutter such that its gutter pan bottom matches the gutter pan bottom of the existing curb and gutter to allow for the drilling of tie bars into the existing concrete pavement and to allow for an asphaltic overlay if the adjacent curb has been previously overlaid with asphalt.
- ☐ 65. Saw cut the existing asphaltic pavement at a sufficient distance to allow for concrete curb and gutter removal and prevent damage of the remaining asphaltic pavement. After sufficient cure time of the new concrete curb and gutter and driveway apron, overlay the curb flange with asphaltic pavement to match existing.

CONSTRUCTION INSPECTION

- ☐ 66. Provide qualified construction engineering inspectors on-site at all times during the project. Provide the name(s) and cellular phone number(s) for the inspectors to WisDOT before any construction begins. The inspector(s) shall ensure the work is being performed in conformance with the plans and WisDOT specifications, which includes items such as work zone traffic control and erosion control. The inspector(s) shall have the authority and responsibility to stop work operations and notify WisDOT when the permit plan and WisDOT specifications are not being followed.

SPECIAL PERMIT PROVISIONS (#67-__)

The permittee shall also abide by the following provisions:

Memo

To: Village of Williams Plan Commission
From: Attorney Mark A. Schroeder
Date: August 6, 2024
Re: Willabay Meadows Subdivision

Members of the Plan Commission,

The village administrator, the village engineer and myself as village attorney have been engaged in productive sessions with the developer of the Willabay Meadows Subdivision and the attorney for the developer. Those discussions have centered on the terms of the proposed Preannexation Agreement concerning annexation of those portions of the proposed development not located within the Village of Williams Bay, the terms of the proposed Development Agreement governing the requirements for the development of the subdivision and the proposed preliminary plat. The village engineer has been engaged in extensive discussions with the engineer for the developer regarding the terms of the engineering plans regarding the technical requirements for developing the property involved consistent with the proposed preliminary plat. It is the goal of the village officials to continue to move forward with these discussions so that the development can proceed.

To date, good progress has been made by the parties in discussing the terms of the above-mentioned documents. However, to assist the officials of the village in their discussions with the developer, it would be helpful for the plan commission to give its input on several issues, while noting that the final say on these issues will be on the part of the village board.

The first issue concerns the proposed emergency access from the western portion of the proposed subdivision to Highway 50. As shown on the preliminary engineering plans, the access was requested by the village to be included on the preliminary plat to provide a second access point to the subdivision. This access was requested in lieu of providing an access either via Potawatomi Road or Willabay Drive. It will be owned and maintained by the HOA, but it is proposed that the village will assume responsibility for plowing snow on the access, but only if access is needed during an emergency.

In the Development Agreement there may not yet be full agreement on the placement of attached garages. In Section 2.4 L., the village wishes to provide that placement of garages be subject to Section 390-0315 I. The developer had indicated that it wished to provide that exceptions to any requirement of sideloading garages for certain lots be issued without the need for a variance or conditional use

proceeding. I discussed with the developer's attorney that the language of Section 390-0315 I. only requires conditional use permits under certain circumstances regarding setbacks for garages facing a public street. As a result, I noted that the village does not believe the additional language requested by the developer is necessary. If there is still no agreement on that issue, the plan commission can give its input on that issue if it wishes.

Not yet addressed in the Development Agreement is the issue of sidewalks. The preliminary plat does not include sidewalks, and the village engineer notes that to include sidewalks would likely require substantial modifications to the preliminary plat. He also notes that no other new subdivisions in the village have required sidewalks. The developer opposes a sidewalk requirement. Note that pursuant to the Development Agreement the developer will obtain easements for and provide for a walking path from the subdivision to KNC. In addition, the developer is providing pedestrian pathway connections directly to the existing cul-de-sacs of the neighboring subdivision, which does not have sidewalks.

While this is ultimately a decision for the village board, it may be useful for the plan commission to give its input on this issue.

The issue of whether the subdivision should include a public park has been raised. As you will note, the proposed preliminary plat does not provide for a public park. However, it is addressed in Section 2.4 N. in which the developer would pay \$750 for each proposed lot within the subdivision in lieu of a park dedication. The plan commission could provide input on whether that alternative would be appropriate.

Not in the body of the Development Agreement itself, but to be included as an exhibit, would be the Sanitary Sewer Improvements Agreement. The agreement addresses the developer's share of the cost of replacement of the existing lift station and the downstream sewage force main between Harris Road and Elkhorn Road, which would serve this development. There is no disagreement over the total amount for which the developer would be responsible. It is believed that the developer would agree to pay its cost share within 60 days of completion of the subdivision's sewer system. The village would want to also require that in no case would the payment be less than 24 months after final subdivision approval. The plan commission could also choose to make a recommendation regarding that issue.

From: Mark Schroeder <mschroeder@janesvillelaw.com>
Sent: Friday, August 30, 2024 2:52 PM
To: David Lothspeich <admin@vi.williamsbay.wi.gov>
Subject: Willabay Meadows Subdivision

Dave

When the plan commission reviewed the proposed development agreement of the Willabay Meadows Subdivision at its meeting of August 13, I understand that there was some confusion regarding the requirements for garage doors facing a public street. That subject is addressed in Section 390-0315 I. of the Zoning Ordinance. In subpart (3) of that section, while it encourages side-or rear-loaded garage doors whenever practical, it does not require them. For front facing garage doors, it provides in subpart (4) (a) that the first two garage bays must be set back a minimum of two feet behind the front or street side of the side of the house. Should an individual wish to have the garage bays not set back that distance or any distance from the street side façade of the house, they can do so only through the issuance of a conditional use permit. Similarly, pursuant to subpart (4) (b), if there are additional garage bays, they must be set back a minimum of two additional feet behind the first two garage bays, unless they are issued a conditional use permit to vary that setback requirement.

Mark A. Schroeder
CONSIGNY LAW FIRM, S.C.
303 East Court Street
Janesville, WI 53545
(608) 755-5050; (608) 755-5057 (Facsimile)
mschroeder@janesvillelaw.com

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From: markfbrower@gmail.com <markfbrower@gmail.com>
Sent: Friday, August 16, 2024 8:50 PM
To: David Lothspeich <admin@vi.williamsbay.wi.gov>
Cc: John Marra <ref-ump@sbcglobal.net>; Carol Kokinis-Graves <misskali@comcast.net>; Rick Dasko <rick@bradfordsystems.com>; Bonnie Schaeffer <zoning@vi.williamsbay.wi.gov>; Mike Fieweger <2206fieweger@gmail.com>; mmschnell@msn.com
Subject: Planning commission meeting Aug. 13

Hello David,

I would appreciate it if you could please forward this summary of points presented by myself, as a member of the Willabay Woods Steering committee, to appropriate village plan commission members, village attorney, village engineer, or anyone else whom would benefit from this written summary of our neighborhood positions.

Our neighborhood appreciates the progress that has been made by the village and developer as regards to this project, but obviously some work remains.

Here are the main points from our neighborhood meetings over the last two years that need to be clearly articulated as they do not seem to be addressed in detail in the present plat.

1) pedestrian paths between the new subdivision and our neighborhood via Willabay and Potawatomi should be foot traffic only and labeled as such. The main reason is SAFETY. Our neighborhood streets have no sidewalks. There is no shoulder, and both Willabay and Potawatomi are blind turns that elevate. Once they leave our neighborhood, the pedestrian must then navigate Geneva street. Our neighbors have witnessed close calls with children pushing the baby buggy, parents or grandparents pushing the wagon full of beach toys, and traffic coming up the streets too fast. The pedestrian traffic on the Willabay and Potawatomi paths should be minimized for safety reasons, the path should be 30 inches to 36 inches only so as not to allow the possibility of larger vehicles using it. It should be baffled with staggered fence or metal barrier posts.

2) The main path should be from the west side of the new development to the existing path for Kishwauketoe. It should be enhanced to encourage most of the pedestrians to use this path as follows. This path should also be pedestrian only, 5 feet wide, baffled as well, improved from the new development with crushed limestone or other satisfactory surface all the way to Harris road, which leads directly to our beautiful village lakefront. This keeps as many pedestrians as possible out of traffic and safely arrived at the lakefront. It should be noted the pathway drawn on the present path was unduly long and obviously an afterthought. It has no 30 foot easement as the Willabay and Potawatomi paths. I spoke with Jon Hovestol, executive pastor at Calvary Community Church whom owns the strip of land that would need to be crossed for a more reasonable path. His initial reaction was that something could be worked out. No one from the developer had reached out to him when we last spoke a month or so ago.

It would be up to the village, but a park on that side of the development with a path within it leading to Kishwauketoe would be a nice touch to the project, but we understand that may sacrifice a lot and there are already concerns about the number of lots as related to side loading

garages. One would seem to think at least the 30 foot easement outlined for the other 2 paths would be needed.

Any traffic related to street legal golf carts, bicycles, E bikes, etc. should use the main entrance off Geneva street. Again, both of the above pedestrian paths should be clearly labeled "pedestrian foot traffic only, no wheeled vehicles allowed"

Respectfully submitted,

Mark Brower

Sent from my iPad

Williams Bay Planning Commission

Recommendation For Approval of Development Agreement Subject to Revisions to Willabay Meadows Development Agreement at September 10, 2024 Meeting of the Commission

The Planning Commission recommended approval of the Preliminary Plat (subject to Village Engineer letter), Preliminary Engineering (subject to Village Engineer letter), Pre-Annexation Agreement and Development Agreement for the Willabay Meadows Subdivision, subject to seven revisions of the Development Agreement. The Developer accepts the revisions.

Each revision is presented below in the order in which the item appears in the Development Agreement.

1. Section 2.4.B.3. should be revised as follows:
 3. All roads and streets depicted in the Engineering Plans, specifically Meadow Drive, shall be dedicated to the Village as public streets. The foregoing notwithstanding, the emergency access road shall be held by the Developer as more fully described in Section 2.4.O. below.
2. Section 2.4.E. should be revised as follows:
 - E. **Storm Water Management System.** The Developer shall construct the storm water management system Improvements, which include catch basins and inlets, storm sewers, road ditches and open channels, detention/retention basins, and other water quality components as may be required for Willabay Meadows as set forth in the Final Engineering Plans. All such Improvements are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. The type of Improvements required, the design criteria, and the sizes and grades shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers, including the installation of fencing, if requested by the Village Engineer. The storm water management system Improvements shall be designed to present no hazard to life or property. Further, the detention basins in Outlot 3 will have a maximum depth of ten (10) feet. The size, type, and installation of all storm water drains and sewers proposed to be constructed shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers. The Village will not accept the Improvements until the storm water management system has been installed in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers and sediment removed from the construction activities. The ownership of outlots as depicted on the Engineering Plans and their maintenance shall be the responsibility of the Developer or the homeowners or condominium owners associations to be formed for the portions of Willabay

Meadows served by such Improvements. If such associations fail to perform such maintenance, the Village, upon advance written notice to the associations, shall have the right of access to the storm water management system Improvements on outlots as depicted on the Engineering Plans for inspection, public drainage conveyance, and repairs. The Village shall have the right to assess the cost of any repairs to the Storm Water Management System as a special assessment against the homeowners or condominium owner's association and place such charges on the real estate property tax bill of each property owner serviced by the Storm Water Management System. If the association is not formed or becomes defunct, the charges will be charged on a pro rata basis against the individual property owners serviced by the Storm Water Management System and may be placed on their real estate property tax bill.

3. Section 2.4 I. should be revised as follows:

- I. **Street Signs.** The Developer shall pay to the Village the cost to install street signs of a design approved by the Village Engineer. The signs shall include, but are not limited to, "no motorized vehicles" at each end of the limestone trails, and a sign stating "no motorized vehicles or bicycles beyond this point" to be placed on the Willabay Meadows side of the pedestrian walkway easement to the Kishwauketoe Nature Conservancy.

4. Section 2.4.J. should be revised as follows:

- J. **Street Trees.** ~~The Developer shall in lieu of planting street trees, at the time of final plat approval or certified survey map approval, pay a tree fee in the amount established by resolution of the Village the effective date of this Agreement to the Village Treasurer for each tree to be planted. Monies collected for tree planting shall be kept in a special tree planting fund for that purpose. The Village shall plant said trees at such time and in such tree species as directed by the Tree Commissioner. The Developer shall plant street trees within the curb lawn at such spacing intervals and in such species as specified by Section 375.0813 of the Village municipal code. Section 375.0813.A (the option to pay a fee in lieu of planting street trees) shall not apply. Further, Developer shall warranty street trees for one year after planting.~~

5. Section 2.4.O. should be revised as follows:

- O. **Emergency Access.** A 20' wide emergency access drive to Highway 50 from Meadow Drive shall be designed and constructed by the Developer meeting WisDOT requirements at the cost of the Developer. The Developer, at its own cost,

will install a gate at the Route 50 side of the emergency access drive which will be locked and accessible to emergency responders via a fire department approved Knox box. The Developer, then WMHOA (as defined in Section 3.1 hereof), shall hold, own, and maintain Outlot 5, including snow plowing of the emergency access drive contained thereon.

6. Section 2.4.P. should be revised as follows:

P. **Walking Paths.** Developer shall design and construct three (3) walking paths with a maximum width of five (5) feet as follows: (a) Meadow Drive to Willabay Drive in the center of Outlot 2, (b) Meadow Drive to Potawatomi Road in the center of Outlot 1, and (c) Meadow Drive southwest along the south boundary of Outlot 3 and Developer shall be responsible to obtain easements to extend the walking path west to Kishwauketoe Nature Conservancy. The walking paths shall be developed as shown on the Preliminary and Final Engineering Plans owned and maintained by the Developer or Homeowner's Association and made available to the public. Provided, that the portion of any walking path not located within the subdivision will be adequately marked to identify its location. Each of the three walking paths in Willabay Meadows will be marked with signs prohibiting motorized vehicles. Developer agrees to cooperate with the Village in future relocations of the easement connecting to Kishwauketoe.

7. Section 7.3 should be separated into two paragraphs to create clarity about the building and occupancy permit requirements of model homes. It should be revised as follows:

SECTION 7.3. **Building Permits, Special Case of Model Homes.** [New heading]

No building permit will be issued to any lot within Willabay Meadows until the installation of sanitary sewer, water, electrical power, gas, and a binder course of asphalt base on the roadway adjacent to the parcel has been completed.

[Separate Paragraph]

The foregoing sentence notwithstanding, the Developer may, subject to approval by the Village, its engineers, and the Village Building Inspector, construct up to four (4) single-family model homes within Willabay Meadows before the foregoing Improvements are constructed. The Village shall issue building permits to the Developer for such model homes upon the approval of the engineering drawings, the acceptance by the Village of the Security (as described in Section 7.4 below), and the Developer's filing of appropriate applications therefor, although the roadway and other Improvements located therein have not been constructed or installed. Occupancy permits, however, will not be granted

to the Developer for such model homes until installation of the binder course after witness of the subgrade proof roll by the Village Engineer. The initial four (4) model homes may be used for marketing purposes only and may not be sold to the public until all connections to subdivision infrastructure are complete. None of the foregoing shall limit the Developer's right to construct additional model homes where the Improvements have been constructed.

8. Section 11.9 should be revised as follows:

Snowplowing of Streets. The Village shall, at its cost, snowplow all dedicated streets ~~and the emergency access drive~~ after the issuance of the first occupancy permit.

9. The Declaration of Woodland Preservation Easement, which is attached as Exhibit 6 to the Development Agreement, should revise Paragraph 2(d) as follows:

(d) **Enforcement.** The Declarant – until Declarant turns over Willabay Meadows to the homeowners association or assigns its interest herein ~~–has the discretionary right to~~ shall enforce the Restrictive Covenants set forth in this Declaration in a judicial action against any person or other entity violating or attempting to violate these Restrictive Covenants; provided, however, that no violation of these Restrictive Covenants shall result in a forfeiture or reversion of title.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2024, between the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin ("Village") and LAND & LAKES DEVELOPMENT CO., an Illinois corporation, or its assigns ("Developer").

RECITALS

WHEREAS, the Village is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. Ch. 61, with authority to enter into this Agreement under its zoning and annexation ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, the Developer is the owner of certain real property located in the Village, known as Walworth County Tax Key Parcel No. WWUP 00084 ("Williams Bay Property"), certain real property located in the Town of Geneva, known as Walworth County Tax Key Parcel No. J G 3100009A ("Geneva Property"), and certain real property located in the Town of Linn, known as Walworth County Tax Key Parcel Nos. I L 500005 and I L 50005A ("Linn Property"), more particularly described on **Exhibit 1** incorporated herein (collectively "Willabay Meadows"); and

WHEREAS, the Developer and the Village desire that the Geneva Property and Linn Property be annexed to the Village pursuant to the Petition for Direct Annexation by Unanimous Written Consent of Electors and Property Owners attached hereto as **Exhibit 2** and incorporated herein by reference ("Petition") as depicted on certain Annexation Maps dated 12/03/2021 attached hereto as **Exhibit 3-1 and 3-2** and incorporated herein by reference ("Annexation Maps"); and

WHEREAS, the Developer desires to develop Willabay Meadows as a fully integrated, residential development of approximately forty-two (42) single family lots ranging in size from approximately fourteen thousand (14,000) square feet to forty thousand (40,000) square feet pursuant to the preliminary plat (attached hereto as **Exhibit 4-1** dated 5-24-2024 and preliminary engineering plans prepared by Farris, Hansen & Associates, Inc. dated 12-02-2020 (Revised 6-10-2024) attached hereto as **Exhibit 4-2** and incorporated herein ("Preliminary Engineering Plans"), which plans shall be updated, revised, reviewed and approved by the Village Engineer prior to the recording of the final plat to be attached hereto and incorporated herein as **Exhibit 4-3** upon completion by the Developer and review and approval by the Village Engineer ("Final Engineering Plans") (collectively, "Engineering Plans"). Final Engineering Plans which are in substantially consistent with the approved Preliminary Engineering Plans shall not be rejected nor shall unreasonable modifications be requested that substantially depart from the Preliminary Engineering Plans approved on or before the date of this Agreement; and

WHEREAS, the Village intends to repair, replace or expand an existing lift station located at Harris Road and downstream 8-inch sewage force main between Harris Road and Elkhorn Road to service nearly half of the properties within the Village, including Willabay Meadows ("Existing Lift Station"), which the Developer shall be responsible for its proportionate share of capital costs of the project based upon the number of lots in Willabay Meadows divided by the total number of residences to be served by the lift station improvements at the date of this Agreement, as provided for in the Sanitary Sewer Improvements Agreement attached hereto as **Exhibit 5** and incorporated

herein. The proposed repaired, replaced or expanded Existing Lift Station (the “Proposed Lift Station”) is more particularly described and/or depicted in the Sanitary Sewer Improvements Agreement, which is attached as Exhibit 5 to this Agreement; and

WHEREAS, the Developer desires to protect and sustain forest land, a conservation easement shall be placed against certain lots within Willabay Meadows as provided for in the Woodland Preservation Easement attached hereto as **Exhibit 6** and incorporated herein; and

WHEREAS, the Developer desires to utilize the land in an aesthetically pleasing residential environment, the Developer shall record with the Walworth County Register of Deeds a Declaration of Covenants, Conditions and Restrictions substantially in the form attached hereto as **Exhibit 7** and incorporated herein (“Covenants”); and

WHEREAS, the Developer desires that the temporary and permanent zoning of Willabay Meadows shall be: SF-3 Suburban Residential District; and

WHEREAS, Willabay Meadows conforms to the Village’s 2023 Comprehensive Master Plan, projecting Planned Neighborhood, including Single-Family Residential (Low, Medium, Small Lot) uses for Willabay Meadows; and

WHEREAS, the Village and Developer desire to enter into this Agreement; and

NOW, THEREFORE, the Village and Developer agree to the following:

SECTION 1 RESTATEMENT OF RECITALS

SECTION 1.1. **Recitals Incorporated**. The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

SECTION 2 PUBLIC AND PRIVATE IMPROVEMENTS

SECTION 2.1. **Construction Schedule**. Willabay Meadows is designed as a single-family development in which all underground infrastructure improvements are planned to be installed in a single construction stage. The Developer may propose construction stages on the final engineering plans and final plat. The construction schedule will conform to the final engineering plans, include record information or the completed work, and require Village approvals. As Willabay Meadows proceeds, the Developer will install all necessary infrastructure, including streets, sanitary sewer and related facilities, public water mains and related facilities, and storm water management system facilities as may be necessary to serve each individual lot so undertaken as specifically shown and approved on the Final Engineering Plans (collectively, “improvements”) within six (6) years of construction commencement, subject to extension upon written request to the Village, which request shall set forth the reasons for such an extension. The Village shall not unreasonably withhold approval of extension of the Improvements, provided that the Developer continues to post financial surety for 110% of the cost of the improvements as more fully set forth in Section 7.4 of this Agreement. The Developer also shall be responsible for its proportionate share of capital costs of off-site sanitary sewer improvements as set forth in Exhibit 5. All Improvements shall comply with Village and state standards, to be reviewed and approved by the Village Engineer, as provided below. The sanitary sewer and related facilities, water mains and related facilities, and streets designated as public on the Engineering Plans, shall be dedicated and

conveyed or transferred to the Village pursuant to this Agreement. The sequence and order of Improvements shall be outlined in the Final Engineering Plans.

SECTION 2.2. **Contractors.** The Developer shall have the right to select and engage any contractors, subcontractors, suppliers, or vendors it deems appropriate for the construction, development, and completion of the Project. The Village agrees that it shall not impose any restrictions or conditions that would limit or otherwise interfere with the Developer's ability to select contractors and subcontractors of its choosing, provided that all selected parties are duly licensed and qualified under applicable local, state, and federal laws.

SECTION 2.3. **Improvements' Compliance with Engineering Plans.** The Developer will construct and complete, or cause to be constructed and completed, the Improvements for Willabay Meadows in a thorough, workmanlike, and substantial manner in every respect, to the satisfaction and approval of the Village Engineer, within the times specified herein and in accordance with the instructions and information contained in this Agreement, the performance bond, and the Final Engineering Plans reviewed and approved by the Village Engineer, all of which documents are hereby made a part of this Agreement and form the Agreement documents as fully as if the same were set forth at length herein. The Developer, however, shall not be considered in default of any of the terms, covenants, and conditions of this Agreement if the Developer fails to perform any of its obligations hereunder and such failure is caused, in whole or in part, by any act of God, weather conditions, strikes, labor shortages, fires, casualties, shortages of materials, work stoppages, pandemics, or other matters beyond the reasonable control of the Developer ("Force Majeure"). In the event that any matters set forth in this section delay the Developer's ability to timely perform its obligations under this Agreement, the date upon which said obligations were to be completed shall be extended for a like number of days.

SECTION 2.4. **Required Improvements.** The following are the Improvements which will be required by the Village of the Developer for Willabay Meadows. No improvements which are not specifically contained in this Agreement or the Final Engineering Plans shall be required to be installed by Developer or shall be required by the Village to be installed without the express consent of Developer, notwithstanding any new ordinances or any modifications to the ordinances or requirements of the Village from time to time. Until and unless Developer posts the Security, as provided in Section 7.4 hereof, and commences development, it shall have no obligation to install Improvements on any phase or otherwise develop such phase. Provided, however, that improvements not located in a phase being developed, but which are necessary to serve lots within that phase, shall be installed as part of the improvements for that phase. The Village represents and warrants to the Developer that adequate water and sewer shall be available for the lots as shown on the upon completion of the required Improvements.

- A. **Survey Monuments.** The Developer shall install survey monuments, placed in accordance with requirements of Wis. Stat. § 236.15.
- B. **Roads, Streets.**
 - 1. After the installation of temporary block corner monuments by the Developer, and establishment of street grades as set forth in the Final Engineering Plans, the Developer shall grade the right-of-way of all streets in accordance with the Final Engineering Plans.
 - 2. The right-of-way for all streets shall be 66 feet, as depicted on the Engineering Plans.
 - 3. All roads and streets depicted in the Engineering Plans, specifically Meadow Drive, shall be dedicated to the Village as public streets. The

foregoing notwithstanding, the emergency access road shall be held by the Developer as more fully described in Section 2.4.O. below.

4. After the installation of all utility and storm water management system Improvements, the Developer shall surface all roadways in dedicated streets to the widths as shown on the Final Engineering Plans. Said surfacing shall be done in accordance with the Final Engineering Plans. All public streets of Willabay Meadows shall have a street width of twenty-two feet (22'). All streets of Willabay Meadows shall have, at a minimum, a four (4.0") inch blacktop mat (bituminous concrete pavement), made up of a two and a half-inch binder course and a one-and-one-half-inch surface course, placed on a ten-inch-thick crushed stone base.
5. Rural street sections are approved. The Developer shall finish grade all shoulders and road ditches, install all necessary culverts at intersections and, if required, surface ditch inverts to prevent erosion and sedimentation in accordance with the Final Engineering Plans.
6. No occupancy permit within any phase will be issued until all Improvements are completed within such phase, as well as placement of the first lift of asphalt ("Binder Course"); provided, however, the occupancy permits for residential dwellings shall be issued by the Village prior to installation of the final layer of asphalt pavement surface course as provided in Section 7.2 below.
7. No traffic signal lights are required for any intersections of Willabay Meadows, except as may be required by WDOT permit.
8. In connection with the installation of public water mains in the turnarounds of the Willabay Drive and Potawatomi Road cul-de-sacs, Developer shall remove the "top 1 ½" of pavement in the entire turnaround by milling, and provide 4" of asphalt over areas where the existing pavement is removed for installation of the water main, and provide 1 ½ surface lift over the remaining area of the turnaround. Granular backfill is allowed over the water main, rather than the aggregate slurry material.

C. **Curb, Gutter, and Sidewalks.** Willabay Meadows is rural in nature and, therefore, no curb, gutter, or sidewalk installation shall be necessary as depicted in the Final Engineering Plans. Additionally, curb, gutter, and sidewalk installation is inappropriate as the adjacent subdivision Willabay Woods does not incorporate curb, gutter, or sidewalk installation.

D. **Sanitary Sewer System.**

1. The Developer shall construct the public sanitary sewer Improvements identified in the Final Engineering Plans to make adequate gravity sanitary sewerage service available to each lot within Willabay Meadows, except Lots 16-19 which will have first floor service and an ejector pump in the basement. The buyers of Lots 16-19 will be notified of this by the Developer. The size, type, and installation of all sanitary sewers and laterals to street right-of-way shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers.

2. The Developer shall televise the sanitary sewer system; repair any defects as determined by the Village Engineer and supply the digital copy of the video to the Village prior to issuance of building permits and acceptance of the improvements by the Village.
 3. As provided for in the Sanitary Sewer Improvements Agreement, the Village shall be responsible for upgrading, improving, or enlarging the Existing Lift Station. The Village shall conduct said work in a reasonable and efficient manner to allow the Developer to connect its public sanitary sewer Improvements to the Proposed Lift Station through existing sewer mains as provided for in the Final Engineering Plans and the Sanitary Sewer Improvements Agreement.
 4. The Village has approved a Utility Easement Agreement between the Village and Willabay Shores Condominium Association for sanitary sewer services. The agreement contains certain surface restoration requirements of the Village after construction of the sanitary improvements on parcels WUS 00001A and WUS 0038D, for which the Developer shall be responsible.
- E. **Storm Water Management System.** The Developer shall construct the storm water management system Improvements, which include catch basins and inlets, storm sewers, road ditches and open channels, detention/retention basins, and other water quality components as may be required for Willabay Meadows as set forth in the Final Engineering Plans. All such Improvements are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. The type of Improvements required, the design criteria, and the sizes and grades shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers, including the installation of fencing, if requested by the Village Engineer. The storm water management system Improvements shall be designed to present no hazard to life or property. Further, the detention basins in Outlot 3 will have a maximum depth of ten (10) feet. The size, type, and installation of all storm water drains and sewers proposed to be constructed shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers. The Village will not accept the Improvements until the storm water management system has been installed in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers and sediment removed from the construction activities. The ownership of outlots as depicted on the Engineering Plans and their maintenance shall be the responsibility of the Developer or the homeowners or condominium owners associations to be formed for the portions of Willabay Meadows served by such Improvements. If such associations fail to perform such maintenance, the Village, upon advance written notice to the associations, shall have the right of access to the storm water management system Improvements on outlots as depicted on the Engineering Plans for inspection, public drainage conveyance, and repairs. The Village shall have the right to assess the cost of any repairs to the Storm Water Management System as a special assessment against the homeowners or condominium owner's association and place such charges on the real estate property tax bill of each property owner serviced by the Storm Water Management System. If the association is not formed or becomes defunct, the charges will be charged on a pro rata basis against the individual property owners serviced by the Storm Water Management System and may be placed on their real estate property tax bill.

F. **Water Supply Facilities.**

1. The Developer shall construct public water mains as set forth in the Final Engineering Plans in such a manner as to make adequate water service available to each lot within Willabay Meadows. The size, type, and installation of all public water mains proposed to be constructed shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers. One service shall be installed for each lot to the right-of-way in accordance with Village Standards. The Developer agrees that the Village will not accept the public water supply Improvements for any phase until such Improvements have been installed in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers. The Developer shall grant necessary easements to the Village in a form acceptable to the Village for all sanitary sewer system Improvements and public water supply facilities placed outside the public right of way in the Willabay Meadows and same shall be dedicated to the Village as provided for in the Final Engineering. Such easements shall be recorded prior to recordation of the final plat.
2. Per State of Wisconsin requirements, Developer shall pressure test, leakage test and obtain clean water samples and repair any defects as determined by the Village Engineer, prior to acceptance of the Improvements by the Village.
3. As a part of phase 1, Developer shall extend the water main south to the south line of Lot 1 prior to dedication to the Village for future extension of services.

G. **Other Utilities.**

1. The Developer shall cause electrical power, natural gas, telephone facilities, and cable television service to be installed in such a manner as to make adequate service available to each lot in Willabay Meadows. All electrical power, natural gas, telephone facilities, and cable television service shall be located underground, where practicable.
2. Plans indicating proposed locations of all electrical power, natural gas, and telephone distribution and transmission lines required to service each phase of Willabay Meadows shall be reviewed and approved by the Village Engineer prior to final plat approval.

H. **Street Lamps.** The Developer shall pay to the Village the cost to install street lamps of a design approved by the Village Engineer, as designed and located on the Final Engineering Plans.

I. **Street Signs.** The Developer shall pay to the Village the cost to install street signs of a design approved by the Village Engineer. The signs shall include, but are not limited to, "no motorized vehicles" at each end of the limestone trails, and a sign stating "no motorized vehicles or bicycles beyond this point" to be placed on the Willabay Meadows side of the pedestrian walkway easement to Kishwaukee Nature Conservancy.

J. **Street Trees.** The Developer shall plant street trees in the curb lawn at such spacing intervals and in such species as specified by Section 375.0813 of the Village

municipal code. Section 375.0813.A (the option to pay a fee in lieu of planting street trees) shall not apply. Further, Developer shall warranty street trees for one year after planting.

- K. **Sediment Control.** The Developer shall plant those grasses, trees, and vines, in such species and sizes specified by the Village, as necessary to prevent soil erosion and sedimentation. In addition:
1. The Village Board may require the Developer to provide or install certain protection and rehabilitation measures, such as fencing, sloping, seeding, riprap, revetments, erosion matting, and grade stabilization structures.
 2. Tree cutting and shrubbery clearing shall not exceed 50% of the lot or tract and shall be so conducted to prevent erosion and sedimentation; preserve and improve scenic qualities; and, during foliation, screen development from highway and abutting properties, however, no replacement of trees or shrubs shall be required.
 3. Earthmoving, such as grading, topsoil removal, mineral extraction, road cutting, excavation, ditching, and drain tile laying shall be so conducted as to prevent erosion and sedimentation and to least disturb the natural fauna, flora, and topography.
 4. Review of the conduct of such cutting, clearing and moving may be requested of the Walworth County Land Conservation Committee, the State District Fish and Game Managers, and the State District Forester by the Village Engineer or Village Plan Commission, as they deem appropriate.
- L. **Garages.** Lots in Willabay Meadows will conform to municipal code Sections 390.0315 I. 3 and/or 309.0315 I. 4. The foregoing notwithstanding, Willabay Meadows lot owners shall retain the right to apply for conditional use permits for other garage configurations.
- M. **Woodland Protection Areas.** In the interest of protecting and sustaining a healthy and sustainable forest, and a biologically diverse landscape supporting a full range of native flora and fauna, and limit aesthetic and ecological impacts, a conservation easement shall be placed upon sections of lots depicted as Woodland Preservation Easement on the Engineering Plans. The Woodland Preservation Easement shall be recorded against Willabay Meadows pursuant to the Covenants, as more specifically defined herein.
- N. **Public Site Fee.** Pursuant to Section 375.0709C of the Village Municipal Code, Developer shall pay \$750.00 for each proposed dwelling unit/lot within the Engineering Plans at the time of recording of the final plat to satisfy all public site and open space requirements of each lot with the Village.
- O. **Emergency Access.** A 20' wide emergency access drive to Highway 50 from Meadow Drive shall be designed and constructed by the Developer meeting WisDOT requirements at the cost of the Developer. The Developer, at its own cost, will install a gate at the Route 50 side of the emergency access drive which will be locked and accessible to emergency responders via a fire department approved Knox box. The Developer, then WMHOA (as defined in Section 3.1 hereof), shall hold, own, and maintain Outlot 5, including snow plowing of the emergency access drive contained thereon.

- P. **Walking Paths.** Developer shall design and construct three (3) walking paths with a maximum width of five (5) feet as follows: (a) Meadow Drive to Willabay Drive in the center of Outlot 2, (b) Meadow Drive to Potawatomi Road in the center of Outlot 1, and (c) Meadow Drive southwest along the south boundary of Outlot 3 and Developer shall be responsible to obtain easements to extend the walking path west to Kishwaukee Nature Conservancy. The walking paths shall be developed as shown on the Preliminary and Final Engineering Plans owned and maintained by the Developer or Homeowner's Association and made available to the public. Provided, that the portion of any walking path not located within the subdivision will be adequately marked to identify its location. Each of the three walking paths in Willabay Meadows will be marked with signs prohibiting motorized vehicles. Developer agrees to cooperate with the Village in future relocations of the easement connecting to Kishwaukee.

SECTION 2.5. **Engineering Plans.** The Village enters into this Agreement upon having reviewed and approved the Preliminary Engineering Plans, which plans shall be updated, revised, reviewed, and approved by the Village Engineer prior to the recording of the final plat upon completion by the Developer and completed review and approval by the Village Engineer as the Final Engineering Plans. The Village hereby agrees and acknowledges that Final Engineering Plans which are substantially consistent with the approved Preliminary Engineering Plans shall not be rejected nor shall unreasonable modifications be requested that substantially depart from the Preliminary Engineering Plans approved on or before the date of this Agreement.

SECTION 3 OUTLOT OWNERSHIP & MAINTENANCE

SECTION 3.1. **Homeowner's Association.** Developer shall organize Willabay Meadows Homeowner's Association ("WMHOA") under the laws of the State of Wisconsin to take ownership to outlots as depicted on the Engineering Plans and said outlots shall be transferred to WMHOA upon the turnover of the subdivision by the Developer. All maintenance of these outlots shall be the responsibility of the Developer or the WMHOA, whoever has ownership at the time. If for any reason Developer or WMHOA fails to perform such maintenance, the Village, upon advance written notice to either the Developer or WMHOA, whoever has ownership at the time, shall have the right of access to outlots as depicted on the Engineering Plans for inspection, public drainage conveyance, and repairs and any repairs made by the Village shall be special charges and assessed against the associations real estate tax bill or the property owner's real estate tax bill if no association exists.

SECTION 3.2 **Covenants, Conditions and Restrictions.** For the purposes of creating a desirable utilization of the land in an aesthetically pleasing residential environment, the Developer shall record with the Walworth County Register of Deeds a Declaration of Covenants, Conditions and Restrictions substantially in the form attached hereto as Exhibit 7, within a reasonable time after recordation of the final plat, but no later than prior to obtaining the first building permit for a lot in Willabay Meadows.

SECTION 4 PLANS

SECTION 4.1. **Plans on Site.** The Developer shall keep itself supplied with the Final Engineering Plans as may be amended by mutual agreement of the Village and Developer, and shall keep one

(1) copy thereof at the site of the work, in good order and available to the Village Engineer, or his or her inspectors, representatives, or agents.

SECTION 4.2. **Filing Plans.** At least two (2) complete copies of the Final Engineering Plans shall be filed with the Village Clerk, together with two (2) sets of the Final Engineering Plans, one (1) set each in digital format, of the Final Engineering Plans to the Village Engineer and the Public Works Director, and all such copies of the Final Engineering Plans shall remain the property of the Village.

SECTION 4.3. **Village Engineer Instruction.** The Village Engineer has reviewed and approved the Preliminary Engineering Plans, and upon approval of the Final Engineering Plans the Developer may proceed with the public Improvements on the subject phase of Willabay Meadows. All such drawings and additional instructions shall be consistent with this Agreement and reasonably inferable therefrom.

SECTION 4.4. **Conformity with Plans.** All Improvements shall be executed in conformity with the Final Engineering Plans. The Developer shall cause no work to be performed without proper drawings, plans, and specifications.

SECTION 4.5. **As Built Drawings and Geographical Information System (GIS).** The Developer shall file with the Village Engineer a complete set of "AS BUILT DRAWINGS," one (1) set each in digital format, for all of the Improvements under this Agreement upon the completion of the Improvements for Willabay Meadows. The Village Engineer will update the Village GIS system as part of the inspection of the public improvements.

SECTION 4.6. **Statement of Costs.** Developer shall furnish the Village with a statement of the total costs of the public improvements for the public streets, sanitary sewer system and water distribution system after completion and acceptance of the Improvements by the Village. The Village must collect this information for its accounting records and information it must report to state agencies such as the Public Service Commission.

SECTION 5 CONSTRUCTION AND INSPECTION

SECTION 5.1. **Commencement.** No construction, installation, or Improvements shall commence for each and any phase of Willabay Meadows until the Developer has made arrangements for all inspections to be completed and commencement authorized by the Village Engineer.

SECTION 5.2. **Inspection.** The Developer, prior to any work within each and any phase of Willabay Meadows, shall make arrangements with the Village to provide for inspection of public improvements during construction. The Village Engineer, and/or his or her inspector, shall inspect and approve all work on Improvements to assure that the Final Engineering Plans comply with the laws, ordinances and regulations of the Village (collectively, the "Code") and any other applicable governmental authority, subject to the provisions of this Agreement. The Village Engineer shall approve all work on all Improvements prior to release of the Security (as defined in Section 7.4 of this Agreement).

SECTION 5.3. **Access.** The Village Engineer, his or her inspectors, representatives, or agents, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the public Improvements are being carried on and conducted.

SECTION 5.4. **Assistance.** The Developer shall provide all assistance requested or required, including construction staking by its land surveyors for all construction, to carry out the work of supervision and inspection by the Village Engineer, his or her inspectors, representatives, or agents, for the subject phase of Willabay Meadows.

SECTION 5.5. **Responsibilities Not Relieved.** Inspection of the Improvements by the Village Engineer, his or her inspectors, representatives, or agents shall in no manner be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute the Developer as an agent of the Village. Developer shall have a continuing obligation to act in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers when constructing the Improvements until the Improvements are dedicated to and accepted by the Village.

SECTION 5.6. **Materials Inspection.** No materials of any kind shall be used in the public Improvements for any phase of Willabay Meadows until it has been inspected and accepted by the Village Engineer, or his or her inspector. All rejected materials shall be immediately removed from Willabay Meadows. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once, regardless of previous inspection. Inspection of materials shall be promptly made.

SECTION 5.7. **Request for Inspection.** Whenever the specifications, the instructions of the Village Engineer, the Code, or the laws, ordinances, or regulations of any public authority require work to be specifically approved, the Developer's contractor shall give the Village engineer timely notice of its readiness for inspection, and if the inspection is by another authority, shall inform the Village Engineer of the date fixed for such inspection.

SECTION 5.8. **Compliance with Laws.** The Developer and every contractor or person doing or contracting to do any work contemplated by this Agreement shall keep itself fully informed of all national and state laws and the Code in any manner affecting the Improvements for each and any phase of Willabay Meadows, and shall at all times observe and comply with such national and state laws and the Code regardless of whether such national and state laws and the Code are mentioned herein, and shall indemnify the Village, its officers, agents, and employees, against any claim or liability arising from or based on the violation of any national and state laws and the Code.

SECTION 5.9. **Permits.** The Developer shall secure, at its own expense, all necessary certificates and permits from the Village or other public authorities required in connection with the Improvements for each and any phase of Willabay Meadows, and shall give all notices required by law, ordinance, regulation and the Code.

SECTION 5.10. **Engineering Fees.** The Village will provide an estimate of engineering fees by its Village Engineer upon receipt of an estimated schedule and completion date from Developer from time to time upon request of the Developer but not to exceed more than once per year. The Developer shall pay to the Village the actual cost billed by the Village Engineer. The Developer shall not be responsible for engineering costs related to Proposed Lift Station, other than those engineering costs identified and included in Exhibit 5, Sanitary Sewer Improvements Agreement.

SECTION 6 PROTECTION OF WORK, PROPERTY, AND PERSONS

SECTION 6.1. **Safety Precautions.** The Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on each and any phase of Willabay Meadows. The Developer will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to, all

employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off Willabay Meadows, and other property at Willabay Meadows, or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction of each phase of Willabay Meadows.

SECTION 6.2. **No Nuisance.** The Developer shall provide all necessary privy accommodations for the use of its contractors and shall maintain the same in a clean and sanitary condition. The Developer shall not create or permit any nuisance to the public or to residents in the vicinity of the work on the subject phase of Willabay Meadows. There shall be no construction traffic accessing Willabay Meadows off Willabay Drive or Potawatomi Road. All construction access shall be from East Geneva Street.

The Developer may place two (2) “no construction traffic to Willabay Meadows” signs, including the Developer’s contact information at these points.

SECTION 6.3. **Safety Regulation Compliance.** The Developer will comply with all applicable safety laws, ordinances, rules, regulations, orders of any public body having jurisdiction, and the Code. The Developer will erect and maintain, as required by the conditions and progress of the work on the subject phase of Willabay Meadows, all necessary safeguards for safety and protection.

SECTION 7 TIME FOR COMPLETION OF WORK; SECURITY

SECTION 7.1. **Commencement.** It is anticipated that construction of the Improvements for the initial phase of Willabay Meadows will commence no later than eighteen (18) months year after final plat approval by the Village. The term of this Agreement (“Term”) shall expire on the earlier of (i) the date that the Developer completes construction of the Improvements for Willabay Meadows and has developed, constructed and sold the development, or (ii) the sixth (6th) anniversary date of commencement of construction of the Improvements; provided, however, that the Developer may seek extension as reasonably necessary to complete Willabay Meadows.

SECTION 7.2. **Final Lift.** The Village acknowledges and agrees that during the construction of each phase, the Developer may, but will not be required to, lay the final layer of asphalt pavement to avoid damage and account for settling as soon as it desires; provided, however, that said final layer shall be constructed within the earlier of (i) twenty-four (24) months of the time the Developer commences the construction of the phase, or (ii) the issuance of certificates of occupancy for seventy-five (75%) percent of the dwelling units within said phase. Prior to the installation of the final layer of asphalt pavement, the Developer shall repair all damaged road base and replace Binder Course as required by the Village Engineer. Developer may start construction of homes within a phase after the Binder Course within the phase has been installed. As the road construction continues, after the final layer of pavement is installed, each segment of the roadways shall be dedicated to the Village by the Developer upon its inspection and acceptance by the Village Engineer, pursuant to this Agreement. The Developer shall provide seven (7) days written notice to the Village Engineer prior to laying the final layer and the Village shall make its inspection and accept the dedication without delay.

SECTION 7.3. **Building Permits, Special Case of Model Homes.** No building permit will be issued to any lot within Willabay Meadows until the installation of sanitary sewer, water, electrical power, gas, and a binder course of asphalt base on the roadway adjacent to the parcel has been completed.

The foregoing sentence notwithstanding, the Developer may, subject to approval by the Village, its engineers, and the Village Building Inspector, construct up to four (4) single-family model homes within Willabay Meadows before the foregoing Improvements are constructed. The Village shall issue building permits to the Developer for such model homes upon the approval of the engineering drawings, the acceptance by the Village of the Security (as described in Section 7.4 below), and the Developer's filing of appropriate applications therefor, although the roadway and other Improvements located therein have not been constructed or installed. Occupancy permits, however, will not be granted to the Developer for such model homes until installation of the binder course after witness of the subgrade proof roll by the Village Engineer. The initial four (4) model homes may be used for marketing purposes only and may not be sold to the public until all connections to subdivision infrastructure are complete. None of the foregoing shall limit the Developer's right to construct additional model homes where the Improvements have been constructed.

SECTION 7.4. Security. To secure the completion of the Improvements required by the Final Engineering Plans, the Developer agrees to provide the Village with the following prior to construction:

A revocable letter of credit from a lending institution approved by the Village issued in favor of the Village, prior to the commencement of construction of each phase, in an amount equal to the cost of Improvements in such phase +10% in a form approved by the Village Engineer and Village Attorney. No construction shall commence on the phase until such letter of credit is on file with the Village. The letter of credit shall be an amount sufficient to pay any costs incurred by the Village for completion of Improvements. The letter of credit shall be released when the requirements of this Agreement are fulfilled or within the 12th month after final completion of Improvements for the phase, whichever comes later. The Developer shall provide the Village Engineer with a statement of costs projected for the phase, which shall be approved by the Village Engineer prior to furnishing a letter of credit. The amount of the letter of credit will be reduced by resolution of the Village Board in an amount reasonably proportionate to the cost of the Improvements that are paid for by the Developer, provided that the remaining letter of credit is sufficient to secure payment for any remaining Improvements required. The Developer agrees to provide the Village Engineer with a statement of costs of all Improvements for all costs associated with the completion of the phase, which costs shall be approved by the Village Engineer prior to the Village agreeing to reduce the letter of credit. Reductions in the letter of credit shall not be unreasonably withheld or delayed.

If at any time:

- (a) Developer is in default of any aspect of this Agreement, or
- (b) Developer does not complete the installation of Improvements within one year after commencement of the construction of the Improvements (except for the final lift of asphalt) unless extended by agreement or action of the Village Board, or
- (c) Developer fails to maintain an adequate letter of credit with the Village to pay the cost of uncompleted Improvements in the phase, or
- (d) the letter of credit on file with the Village is stated to expire within 60 days and in the reasonable judgment of the village engineer, the Improvements will not be accepted by the Village within such 60-day period in the same has not been extended, renewed or replaced upon the Village's request.

The Developer shall be deemed in default and the Village shall have the authority to draw upon the letter of credit provided that the Village shall first give Developer notice of such default and Developer shall fail to cure such default within 30 days after receipt of such notice unless such

cure cannot be completed within 30 days, in which case termination will not become effective so long as the Developer is in good faith diligently and expeditiously attempting to cure such breach, throughout such period, and shall receive additional 30 day extensions until such cure can be completed or is completed. Developer shall not be in default under the Force Majeure provisions provided for in Section 2.3. The lending institution providing the letter of credit shall pay to the Village any draw upon demand, and upon its failure to do so, in whole or in part, the Village shall be empowered, in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said completion or satisfaction costs, upon each and every lot in the subdivision payable in the next succeeding tax roll.

SECTION 7.5. Acceptance of Work. No act of the Village, of the Village Engineer, or of any representative of either, in inspecting the public Improvements of each and any phase of Willabay Meadows, or any extension of time for the completion of such Improvements, shall be regarded as an acceptance of such Improvements or any part thereof, or of materials used therein, either wholly or in part. Developer shall, without charge to the Village, upon completion of the Improvements, or upon completion by phases if installed in phases by this agreement, unconditionally give, grant, convey and fully dedicate the same to the Village forever, free and clear of all encumbrances whatever, each and every such Improvement, together with any and all necessary easements for access thereto as provided for in the Final Plat and Final Engineering. All easements will be recorded prior to recordation of final plat. Improvements in a phase will be accepted by the Village by separate resolution at such time as set Improvements are in acceptable form and according to Village specifications after the issuance of an appropriate letter of acceptance by the Village Engineer. Acceptance of the streets shall be made by the Village no later than six (6) months after the final course of asphalt is installed. Acceptance of the Improvements shall not be unreasonably withheld or delayed. The Village may refuse to accept an Improvement unless and until it conforms to generally accepted industry standards. All assignable guarantees or warranties for materials or workmanship which extend beyond the guarantee period shall be assigned by the Developer to the Village as beneficiary.

SECTION 7.6. Breach; Notice. Whenever any party to this Agreement alleges a default by the other, the party alleging the default shall provide written notice to the other specifying the nature of the default and the actions necessary to cure the default. If the alleged default is not cured within thirty (30) days after the defaulting party's receipt of such notice, or as specifically noted in the relevant provision, the non-defaulting party may take any one or more of the actions set forth below:

(a) The non-defaulting party may suspend its performance under this Agreement until it receives assurances from the defaulting party that the defaulting party will cure its default and continue its performance under this Agreement.

(b) The non-defaulting party may cancel and terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the defaulting party, including any actions to collect any payments due under this Agreement or to pursue any claims for monetary damages at law or to enforce performance and observance of any obligation, agreement, or covenant to the defaulting party under this Agreement.

The non-defaulting party may elect to take no such action, notwithstanding an event of default not having been cured within said thirty (30) day period, if the defaulting party provides the non-defaulting party with written assurances satisfactory to the non-defaulting party that the event of default will be cured as soon as reasonably possible. No notice of such election by the non-defaulting party shall be required. No waiver of any breach of this Agreement by the Village of

anyone acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

SECTION 8 RISK OF LOSS

SECTION 8.1. **Risk of Loss.** The risk of loss or damage of any kind whatsoever to materials stored on Willabay Meadows which are to be incorporated into any phase of Willabay Meadows, and the risk of damage or destruction to Willabay Meadows or any part thereof, at any time prior to the completion and acceptance of the public Improvements, is assumed by the Developer.

SECTION 9 DEVELOPER'S INSURANCE

SECTION 9.1. **Insurance.** The Developer shall not commence, or cause to be commenced, work on each and any phase of Willabay Meadows under this Agreement until it has obtained all insurance required under this subsection and has filed certificates thereof with the Village in the amounts set forth below.

SECTION 9.2. **Comprehensive General Liability and Property Damage Insurance Including Contractual Liability.** Unless provided otherwise by law, coverage shall protect the Developer, contractors, and subcontractor during the performance of work covered by this Agreement from claims for damages for personal injury, including contractual liability, insurance, death as well as claims for property damages and claims under Workers Compensation Acts, which may arise from operation under this Agreement, whether such operations be by the Developer or by any subcontractor or by anyone directly or indirectly employed by either of them in such a manner as to impose liability on the Village and the amounts of such insurance shall be subject to the following limits:

Bodily Injury Including Death (each accident)	\$2,000,000
Property Damage (each accident)	\$2,000,000

SECTION 9.3. **Comprehensive Automobile Liability and Property Insurance.** Operations of owned, hired, and non-owned motor vehicles:

Bodily Injury Including Death (each accident)	\$2,000,000
Property Damage (each accident)	\$2,000,000

SECTION 9.4. **Workers Compensation Insurance.** Workers compensation insurance shall be provided within the State statutory limits.

SECTION 9.5. **Additional Insureds.** The Developer shall name as additional insureds on its general liability policy the Village, its trustees, officers, agents and independent contractors, including Village Engineer, and give the Village a certificate evidencing such coverage.

SECTION 10 HOLD HARMLESS AND INDEMNITY AGREEMENT

SECTION 10.1. **Developer to be Responsible for Improvements, Facilities, and Appurtenances During Improvement Construction.** The Developer shall be fully responsible for all Improvements, facilities, and appurtenances thereto during the period of the construction of the Improvements and such damages as may occur to the Improvements, facilities, and appurtenances during this period shall be replaced or repaired by the Developer.

SECTION 10.2. **Village Held Harmless.** If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or his subcontractors or material men in their performance under this Agreement or from their failure to comply with any provisions of this Agreement or of law, the Developer shall indemnify and hold the Village, its officers, agents and employees harmless from any and all claims and judgments for damages and from costs and expenses to which the Village may be subjected or which it may suffer or incur by reasons thereof. In addition to and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Developer shall indemnify and hold harmless the Village, its officers, agents, and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever and whenever brought or obtained which in any manner results from or arise in the course of, or as a result of the performance of this Agreement and construction or operation of the Improvements covered hereby, the violation of any law or ordinance, the infringement of any patent, trademark, tradename, or copyright. The Developer is not an agent or employee of the Village.

SECTION 10.3. **Access to Construction Site.** Developer shall require its contractors, subcontractors, vendors, suppliers, and manufacturers to access the construction site, for the Improvements, from E. Geneva Street or Highway 50. Furthermore, Developer agrees to reimburse Village for the cost of repair of any existing Village streets where such repairs are necessitated by the construction activities carried out by or on behalf of Developer pursuant to this Agreement.

SECTION 11 MISCELLANEOUS

SECTION 11.1. **Complete Agreement, Amendment.** There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the Village and the Developer, other than as set forth herein, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless made in writing by the Village and the Developer and signed by them.

SECTION 11.2. **Conflicts with Codes and Ordinances of the Village.** Whenever the terms or provisions of this Agreement or any exhibits hereto, including the Petition, Annexation Maps, Engineering Plans, Sanitary Sewer Improvements Agreement, conflict with the terms and provisions of the Code or any ordinances of the Village, the terms and provisions of this Agreement shall prevail and control.

SECTION 11.3. **Cooperation with Permits, Easements.** The Village shall cooperate with the Developer in the Developer's endeavors to obtain required permits and approvals from all other governmental or quasi-governmental agencies or boards, whether federal, state, or local, with jurisdiction over any aspect or part of Willabay Meadows, which support and assistance shall also

extend to any public and private utility companies. The Village shall also cooperate with the Developer in obtaining all necessary easements and shall grant the Developer access to all Village owned rights-of-way to enable the Developer's provision of sanitary sewer, water service, natural gas service, telephone, cable television, and electrical service to Willabay Meadows, in accordance with the Petition, Annexation Maps, Engineering Plans and Sanitary System Improvements Agreement. Village shall process any applications and shall issue such permits in a timely manner subject to then existing workloads.

SECTION 11.4. **Assessment Pending Development**. The Village and Developer agree that Willabay Meadows shall be assessed as provided by law, including the assessment of property not yet improved.

SECTION 11.5. **Impact Fees**. It is understood that the Developer, and the Developer's successors and assigns, shall be required to pay all impact fees in accordance with the Code at such time as each future building connection is made. Impact fees for building connections within the Village shall be in accordance with the schedule in effect at the time the impact fee is paid. Developer shall be permitted to prepay any impact fees for all lots at the rate applicable to the date any fees are paid.

SECTION 11.6. **Codes and Fees**. Village and Developer agree that the fee to be paid for any permit or application filed with the Village shall be as is set forth in the then current fee schedule adopted by the Village.

SECTION 11.7. **Monotony Code**. To the extent not in conflict with any ordinance in existence as of the effective date of this Agreement which limits, governs or controls architectural style, colors, building materials or placement of homes on lots. "The Monotony Code Lot Restrictions Willabay Meadows ("The Monotony Code") attached hereto as **Exhibit 8** shall be applicable to houses built on Willabay Meadows, and The Monotony Code shall apply to all such homes. Developer may change or modify its Monotony Code with the written consent of the Village, which shall not be unreasonably withheld, conditioned or delayed.

SECTION 11.8. **Temporary Certificates of Occupancy**. Temporary certificates of occupancy shall be issued during periods of winter weather for residences when construction landscaping and other weather dependent improvements has not been completed. Provided, however, that all building requirements for the residence and all site work and grading have been completed.

SECTION 11.9. **Snowplowing of Streets**. The Village shall, at its cost, snowplow all dedicated streets after the issuance of the first occupancy permit.

SECTION 11.10. **Sale Trailers**. Developer shall be allowed to place and maintain trailers for use as a temporary sales office for homes to be constructed within Willabay Meadows. Such trailers may be used until permanent sale facilities are built by Developer.

SECTION 11.11. **Marketing Improvements**. Developer shall be permitted to install the following signage to be used for the marketing of homes on Willabay Meadows:

- A. The Developer shall be allowed to construct a sign off the East Geneva Street entrance to the property. The sign shall be in accordance with the size and other requirements of the Village of Williams Bay ordinance. Developer shall also be allowed to install temporary stick in signs on various lots which size shall not to exceed 30 inches height by 40 inches width. The Developer shall also be permitted to place a sign facing Highway 50 which shall not exceed 48 inches height by 72 inches width.

SECTION 11.12. **Maintenance of Detention Ponds.** The Covenants attached as Exhibit 7 and which will be recorded against Willabay Meadows, states that the WMHOA shall be responsible for "Maintenance, repair and replacement of detention and stormwater management areas located in outlots. Failure of the WMHOA to maintain or repair the storm water management areas shall cause the Village to maintain or repair same. The Village shall be entitled to recover the cost for such maintenance or repair by special charge to all subdivision lots on a per capita basis. The special charge shall include the cost of retaining the services of any third party to perform the maintenance or repair along with the cost of imposing the special charge.

SECTION 11.13. **Severability.** In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

SECTION 11.14. **Village Not Partner.** The Village does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

SECTION 11.15. **Captions.** This Agreement shall be construed without reference to titles of any sections or subsections hereof, which are inserted only for convenience.

SECTION 11.16. **Binding Agreement, Assignment.** This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the Village shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee; and, provided further, that such assignment shall not be effective unless and until the assignee satisfies the Village that it may succeed to the Security as provided under this Agreement, in such manner and form acceptable to the Village Attorney, or assignee provides a Security acceptable to the Village.

SECTION 11.17. **Governing Law.** This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 11.18. **Counterpart Execution.** This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

SECTION 11.19 **Notices.** Any notice to be given or served upon any party hereto in connection with this Agreement shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery and (b) five (5) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the parties shall be sent to their addresses set forth below. Either party, by written notice to the other, may change its address to which notices are to be sent.

If to Developer: LAND & LAKES DEVELOPMENT CO.
ATTN: MARY MARGARET COWHEY

1400 E. TOUHY AVE.
SUITE 220
DES PLAINES, IL 60018

With copy to: CLAIR, THOMPSON AND POLLARD, S.C.
ATTN: CHARLES W. POLLARD
617 E. WALWORTH AVE
DELAVER, WI 53115

If to Village: VILLAGE CLERK'S OFFICE
P.O. BOX 580
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

With copy to: VILLAGE ATTORNEY
ATTN: MARK A. SCHROEDER
CONSIGNY LAW FIRM, S.C.
303 EAST COURT STREET
JANESVILLE, WI 53545

SECTION 11.20 Public Improvements Corrections. Developer shall correct defects due to faulty materials or workmanship in any Improvement which appears within a period of one (1) year from the date of final completion of the Improvement, and shall pay for any damage resulting therefrom to Village property. Developer shall correct defects in the water main that do not meet the Standard Specifications for Sewer & Water Construction in Wisconsin (Sixth Edition) (SWS) and requirements set forth in NR 811, Subchapter X of the Wisconsin Administrative Code, which appear within a period of one (1) year from the date of final completion of the water main, and shall pay for any damages resulting therefrom to Village property. The Village may refuse to accept the water main unless and until it conforms to SWS and Wisconsin Administrative Code NR 811, Subchapter X. and Village standard material requirements. All guarantees or warranties for materials or workmanship which extend beyond the aforementioned guarantee shall be assigned by the Developer to the Village as beneficiary.

SECTION 12 SANITARY SEWER IMPROVEMENTS

SECTION 12.1 Sanitary Sewer Improvements. Certain sanitary sewer improvements, including repairing, replacing or expanding of the Existing Lift Station to fully service nearly half of the properties within the Village, including Willabay Meadows, are to be completed upon the agreed upon terms and conditions of the Sanitary Sewer Improvements Agreement attached as Exhibit 5.

SECTION 12.2 Developer's Share. The Developer shall be responsible for a total of One Hundred and Sixty Thousand Eight Hundred Seventy-Six (\$160,876) Dollars for its share of the Sanitary Sewer Improvements ("Developer's Share"), which shall be paid in increments of \$3,830.39 for each Lot. The Village shall notify the Developer, in writing, of the date of completion of the Sanitary Sewer Improvements. Developer shall, upon the latter to occur, (1) recordation of the final plat or (2) within sixty (60) days of the date of said written notice, pay to the Village the Developer's Share.

SECTION 12.3 Recordation of Memorandum of Agreement. The Village and Developer shall cause certain terms of the Sanitary Sewer Improvements Agreement to be recorded with the

Walworth County Register of Deeds substantially in the form attached hereto as **Exhibit 9** and incorporated herein ("Memorandum of Agreement").

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

[Signatures Follow]

**VILLAGE OF WILLIAMS BAY, a Wisconsin
municipal Corporation (The "Village")**

By: _____
William Duncan, Village President

Attest: _____
Tina Kolls, Village Clerk

Subscribed and sworn to before me this
_____ day of _____, 20__.

Notary Public, _____ County, Wisconsin
My commission is permanent/expires: _____

APPROVAL OF VILLAGE BOARD

This Agreement was approved by the Village Board of the Village of Williams Bay by
Resolution dated the _____ day of _____, 20__.

**LAND & LAKES DEVELOPMENT CO.
(The "Developer")**

By: _____
Mary Margaret Cowhey, its Vice President

Subscribed and sworn to before me this
_____ day of _____, 20__.

Notary Public, _____ County, Wisconsin
My commission is permanent/expires: _____

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Phone: 262-728-9196
E-mail: chadpollard@clairlaw.com

DEVELOPMENT AGREEMENT

EXHIBIT LIST

Exhibit 1	Legal Description of the Property
Exhibit 2	Petition for Direct Annexation by Unanimous Written Consent
Exhibit 3-1	Annexation Maps (Town of Geneva) (2 Sheets)
Exhibit 3-2	Annexation Maps (Town of Linn) (1 Sheet)
Exhibit 4-1	Preliminary Plat
Exhibit 4-2	Preliminary Engineering Plans (4 sheets)
Exhibit 4-3	Final Engineering Plans (TBD)
Exhibit 5	Sanitary Sewer Improvements Agreement
Exhibit 6	Woodland Preservation Easement
Exhibit 7	Declaration of Covenants, Conditions and Restrictions
Exhibit 8	Monotony Code
Exhibit 9	Memorandum of Agreement

DEVELOPMENT AGREEMENT

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Exhibit 9	Memorandum of Agreement

DEVELOPMENT AGREEMENT

EXHIBIT 1

Legal Descriptions

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

DEVELOPMENT AGREEMENT

EXHIBIT 2

Petition for Direct Annexation

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT OF
ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE
TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN, AND TOWN OF
LINN, WALWORTH COUNTY, WISCONSIN TO THE VILLAGE OF
WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN,
PURSUANT TO WIS. STAT. § 66.0217(2)**

TO: Village Board of Village of Williams Bay,
Walworth County, Wisconsin
c/o Tina Kolls, Village Clerk
Village Hall
250 Williams Street
Village of Williams Bay, WI 53191

Town Board of the Town of Geneva,
Walworth County, Wisconsin
c/o Debra Kirch, Town Clerk
Geneva Town Hall
N3496 Como Road
Lake Geneva, WI 53147

Town Board of the Town of Linn
Walworth County, Wisconsin
c/o Alyson Morris
Town Hall
W3728 Franklin Walsh St.
Zenda, WI 53195

Municipal Boundary Review
State of Wisconsin Department of Administration
P.O. Box 1645
Madison, WI 53701-1645

THIS PETITION of POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land & Lakes Development Co., an Illinois corporation ("Petitioner"), as the owner of record of all of the real property in the territory sought to be annexed, such territory being more particularly described below, does respectfully state, represent, and show to the Village Board as follows:

1. Petitioner, whose address is Land and Lakes Development, 1400 E. Touhy Avenue Suite 220, Des Plaines IL 60018, Attention: Mary Margaret Cowhey, is the sole owner of record of the real property in the territory sought to be annexed, such property being located in Section 31 of the Town of Geneva, Walworth County, Wisconsin, and Section 5 of the Town of Linn, Walworth County Wisconsin, and more particularly described in the attached **Exhibit A** incorporated herein ("Subject Territory").

2. Petitioner respectfully requests all of the Subject Territory be annexed to the Village of Williams Bay, Walworth County, Wisconsin.

3. Attached hereto as **Exhibit B** and incorporated herein by reference is a scale map of the Subject Territory, in accordance with the provisions of Wis. Stat. §§ 66.0217(2) and 66.0217(5).

4. No electors reside in the Subject Territory sought to be annexed hereunder. The current population of the Subject Territory sought to be annexed hereunder is zero (0).

5. Petitioner will cause this Petition, the legal description, and the scale map of the Subject Territory to be annexed to be filed with the Village Clerk of the Village of Williams Bay, Walworth County, Wisconsin, the Town Clerk of the Town of Geneva, Walworth County, Wisconsin, the Town Clerk of the Town of Linn, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, in accordance with the provisions of Wis. Stat. § 66.0217(2).

6. Petitioner requests the Subject Territory described herein be temporarily zoned as Suburban Residential (SF-3) Zoning District, in accordance with the attached **Exhibit C** incorporated herein. Petitioner's request for the assignment of temporary zoning is made pursuant to Wis. Stat § 66.0217(8).

7. Petitioner requests the Village of Williams Bay adopt an Annexation Ordinance, in substantial conformity with the attached **Exhibit D**, prior to any action by the village.

8. Petitioner believes this Petition and the Subject Territory sought to be annexed hereunder meet all legal requirements for annexation, and that such annexation is in the public interest.

Dated this ____ day of _____, 2024.

POPLAR RIDGE ESTATES DEVELOPMENT CO.,
an Illinois corporation, an affiliate of Land & Lakes
Development Co., an Illinois corporation

By: _____
Mary Margaret Cowhey, President

This instrument drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard IV
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Phone: 262-728-9196
E-mail: chadpollard@clairlaw.com

PETITION FOR DIRECT ANNEXATION

EXHIBIT A

Legal Descriptions

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

PETITION FOR DIRECT ANNEXATION

EXHIBIT B

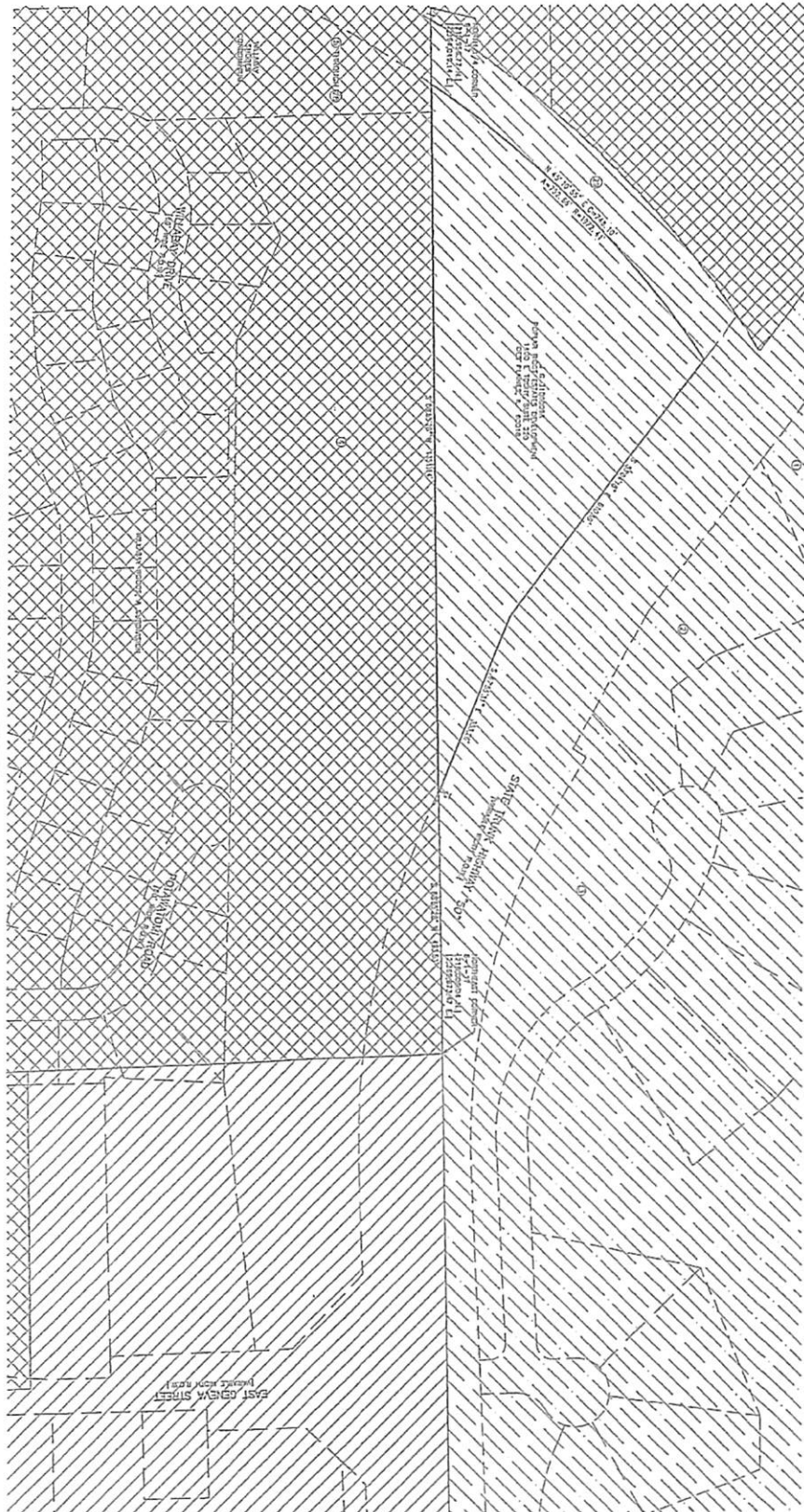
Scale Maps

GAIL INDIAN INFORMATION PER WALWORTH COUNTY GIS MEETING	
	" LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY
	" LANDS CURRENTLY IN THE TOWN OF UNH
	" LANDS CURRENTLY IN THE TOWN OF GENOVA



SEE SHEET 2 FOR LIST OF ABUTTERS

For the 1955-1956 and 1956-1957 seasons, the 1000 ft. (300 m) level was the most frequently used. According to the preliminary examination of the data, the 1000 ft. level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 500 ft. (150 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 200 ft. (60 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 100 ft. (30 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 50 ft. (15 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 25 ft. (7.5 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 12.5 ft. (3.75 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 6.25 ft. (1.875 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 3.125 ft. (0.9375 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 1.5625 ft. (0.46875 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.78125 ft. (0.234375 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.390625 ft. (0.1171875 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.1953125 ft. (0.0588125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.09765625 ft. (0.02940625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.048828125 ft. (0.014703125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.0244140625 ft. (0.0073515625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.01220703125 ft. (0.00367578125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.006103515625 ft. (0.001837890625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.0030517578125 ft. (0.0009189453125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.00152587890625 ft. (0.00045947265625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.000762939453125 ft. (0.000229736328125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.0003814697265625 ft. (0.0001148681640625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.00019073486328125 ft. (0.00005743408203125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.000095367431640625 ft. (0.000028717041015625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.0000476837158203125 ft. (0.0000143585205078125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.00002384185791015625 ft. (0.00000717926025390625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.000011920928955078125 ft. (0.000003589630126953125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.0000059604644775390625 ft. (0.0000017948150634765625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.00000298023223876953125 ft. (0.00000089740753173828125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.000001490116119384765625 ft. (0.000000448703765869140625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.0000007450580596923828125 ft. (0.0000002243518829345703125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.00000037252902984619140625 ft. (0.00000011217594146728515625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.000000186264514923095703125 ft. (0.000000056087970733642578125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.0000000931322574615478515625 ft. (0.0000000280439853668212890625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.00000004656612873077392578125 ft. (0.00000001402199268341064453125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.000000023283064365386962890625 ft. (0.000000007010996341705322265625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.0000000116415321826934814453125 ft. (0.0000000035054981708526611328125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.00000000582076609134674072265625 ft. (0.00000000175274908542633056640625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.000000002910383045673370361328125 ft. (0.000000000876374542713165283203125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.00000000145519152283668518056640625 ft. (0.0000000004381872713565826416015625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.000000000727595761418342590283203125 ft. (0.00000000021909363567829132080078125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.0000000003637978807091712951416015625 ft. (0.000000000109546817839145660400390625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.00000000018189894035458564757080078125 ft. (0.0000000000547734089195728302001953125 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in 11 of the 12 stations. The 0.000000000090949470177292823785400390625 ft. (0.00000000002738670445978641510009765625 m) level was used in 1955-1956 in 10 of the 12 stations and in 1956-1957 in



ANNEXATION MAP

Diagram illustrating the North-South coordinate system for the tunnel section. The diagram shows a horizontal line representing the tunnel axis, with a vertical line intersecting it at a point labeled 'NORTH'. The vertical line is labeled 'NORTH' at the top and 'SOUTH' at the bottom. The horizontal line is labeled 'EAST' on the left and 'WEST' on the right. Below the diagram, the text reads: 'NORTH-SOUTH COORDINATE SYSTEM', 'SOUTH END (342-62)', 'N. END OF THE NC 1/4 OF SECTION 8-1-17 BLK 1', and 'N. END OF THE'.

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2030 FAX: (262) 723-5888

- WORK ORDERED BY -
POPLAR RIDGE ESTATES DEVELOPMENT
1400 E TOUHY SUITE 220
DES PLAINES, IL 60018

ANNEXATION MAP

2 of 2 12/27/2014 12/27/2014		PARIS, HANSEN & ASSOCIATES, P.C. RECORDED - 12/27/2014 7 HANSEN COURT P.O. BOX 127 LAUREL, MISSISSIPPI 39301 OFFICE (601) 723-1234 FAX (601) 723-1234	WORK ORDER BY - POPULAR ROCK ESTATES DEVELOPMENT 4000 E TULSAH SUITE 200 MOBILE, ALABAMA 36688	ANNEXATION MAP TOWN OF COVINA, MISSISSIPPI COUNTY, MISSISSIPPI	12/27/2014		
LIST OF ADJACENTS <table><tr><td>1</td><td>J. O. HUNTER HUNTER, CHERRY, HUNTER, LIT</td></tr></table>						1	J. O. HUNTER HUNTER, CHERRY, HUNTER, LIT
1	J. O. HUNTER HUNTER, CHERRY, HUNTER, LIT						

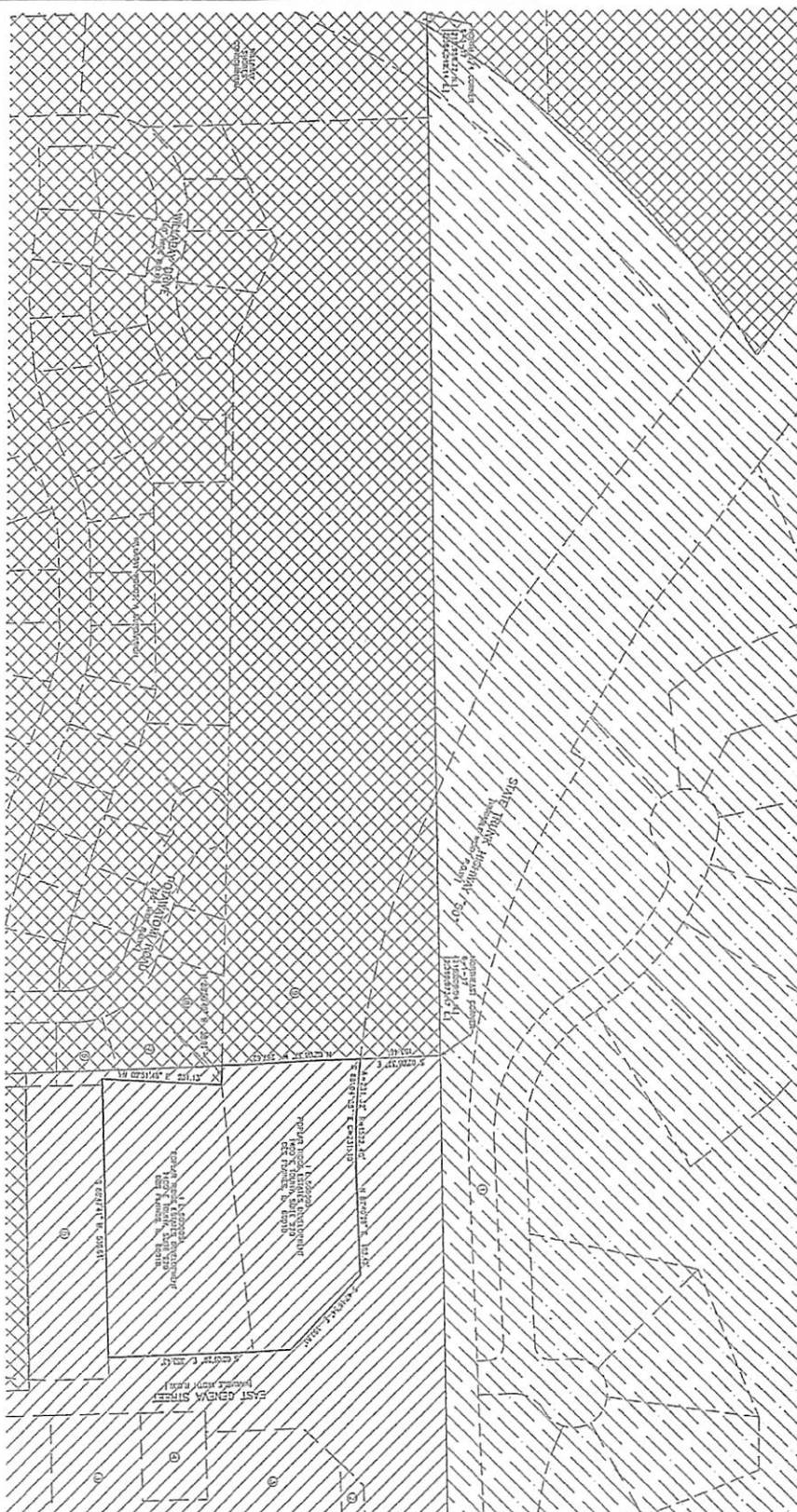


SECTION INFORMATION PER WALWORTH COUNTY GIS MAPPING

- = LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY
- = LANDS CURRENTLY IN THE TOWN OF ULM
- = LANDS CURRENTLY IN THE TOWN OF GENEA

[illegible]

These estimations are based on the following assumptions: (1) the average life expectancy of the population is 75 years; (2) the average number of children per woman is 2.5; (3) the average number of children per woman who survive to the age of 15 is 1.5; (4) the average number of children per woman who survive to the age of 20 is 1.0; (5) the average number of children per woman who survive to the age of 25 is 0.5; (6) the average number of children per woman who survive to the age of 30 is 0.25; (7) the average number of children per woman who survive to the age of 35 is 0.125; (8) the average number of children per woman who survive to the age of 40 is 0.0625; (9) the average number of children per woman who survive to the age of 45 is 0.03125; (10) the average number of children per woman who survive to the age of 50 is 0.015625; (11) the average number of children per woman who survive to the age of 55 is 0.0078125; (12) the average number of children per woman who survive to the age of 60 is 0.00390625; (13) the average number of children per woman who survive to the age of 65 is 0.001953125; (14) the average number of children per woman who survive to the age of 70 is 0.0009765625; (15) the average number of children per woman who survive to the age of 75 is 0.00048828125; (16) the average number of children per woman who survive to the age of 80 is 0.000244140625; (17) the average number of children per woman who survive to the age of 85 is 0.0001220703125; (18) the average number of children per woman who survive to the age of 90 is 0.00006103515625; (19) the average number of children per woman who survive to the age of 95 is 0.000030517578125; (20) the average number of children per woman who survive to the age of 100 is 0.0000152587890625.



ANNEXATION MAP
PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
WALWORTH COUNTY, WISCONSIN

Diagram illustrating the Middlesex State Plane Coordinate System. The system is defined by the intersection of the NAD 83 datum and the N 1/4 of Section 8-9-17. The diagram shows a horizontal line representing the datum, with a vertical line indicating the intersection point. The intersection point is labeled "N 1/4 OF SECTION 8-9-17". The horizontal line is labeled "EAD" and "NORTH". The vertical line is labeled "MIDDLESEX STATE PLANE COORDINATE SYSTEM".

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGEWAY COURT P.O. BOX 437
ELIOT, WISCONSIN 53121
OFFICE: (262) 733-2088 FAX: (262) 733-5826

- WORK ORDERED BY -
POPLAR RIDGE ESTATES DEVELOPMENT
1400 E TOLUHY SUITE 220
DES PLAINES, IL 60018

ANNEXATION MAP

TOWN OF LBN, WALKORTH COUNTY, WISCONSIN

PROVIDER NO.
5536.17

DATE
12/03/2021

MO/CTG NO.
1 OF 1

PETITION FOR DIRECT ANNEXATION

EXHIBIT C

Legal Description of Suburban Residential (SF-3) Zoning District

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100008A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALKWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1331.14 FEET TO THE NORTHWEST CORNER OF VILLABAY SHORES CONDOMINIUM; THENCE 732.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 53SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,438 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500008A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALKWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 09MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 538.64 FEET TO A POINT ALONG THE BOUNDARY OF VILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 48SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.01 FEET; THENCE N 02DEG 09MIN 37SEC E, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

PETITION FOR DIRECT ANNEXATION

EXHIBIT D

Proposed Ordinance

AN ORDINANCE PROVIDING FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT OF ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN, AND TOWN OF LINN, WALWORTH COUNTY, TO THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN

WHEREAS, POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, and an affiliate of Land & Lakes Development Co., an Illinois corporation ("Petitioner"), has made and filed with the Village Clerk of the Village of Williams Bay ("Village") a Petition for Direct Annexation by unanimous consent of electors and property owners of territory located in the Town of Geneva, Walworth County, Wisconsin, and Village of Williams Bay, Walworth County, Wisconsin, to the Village of Williams Bay, Walworth County, Wisconsin, pursuant to Wis. Stat. § 66.0217(2) ("Annexation Petition"), in the office of the Village Clerk for the Village of Williams Bay, Walworth County, Wisconsin, on the ____ day of _____, 2024, requesting the annexation to the Village of lands described in **Exhibit A** attached hereto and incorporated herein by reference ("Subject Territory"), which such lands are contiguous to the Village; and

WHEREAS, it appears by acknowledgment of receipt on file herein that Petitioner has filed a duplicate original of the Annexation Petition, including a legal description and scale map of the Subject Territory, with the Town Clerk of the Town of Geneva, Walworth County, Wisconsin, Town of Linn, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, within five (5) days after filing the Annexation Petition with the Village Clerk; and

WHEREAS, it further appears that all of the requirements of Wis. Stat. § 66.0217(2) have been fully complied with, and that the State of Wisconsin, Department of Administration, has reviewed the proposed annexation and, by letter, found it to be in the public interest, and said letter has been duly considered and reviewed by the Village and/or the Village's Counsel; and

WHEREAS, the proposed annexation was referred to the Plan Commission of the Village, and said Plan Commission has recommended annexing the Subject Territory to the Village; and

WHEREAS, the Village Board of the Village of Williams Bay, Walworth County, Wisconsin, makes the following findings with respect to the Subject Territory to be annexed:

- a. That the annexation of the Subject Territory proposed to be annexed to the Village of Williams Bay, Walworth County, Wisconsin, is in the best interest of the Village.
- b. That the annexation of the Subject Territory proposed to be annexed will enable the Village to regulate and control development of these lands which are contiguous to the Village.
- c. That, upon annexation, the Subject Territory shall be temporarily zoned pursuant to Wis. Stat: § 66.0217(8) in the Suburban Residential (SF-3) Zoning District, in accordance with the attached **Exhibit B** incorporated herein;

- d. That the annexation of the Subject Territory does not create a Town island under the provisions of Wis. Stat. § 66.0221.
- e. That the Village is in need of additional lands suitable for single-family residential development.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, Walworth County, Wisconsin, does ordain as follows:

1. Those lands comprising the Subject Territory to be annexed, as described in Exhibit A attached hereto and incorporated herein by reference, be, and the same hereby are, annexed to the Village of Williams Bay, Walworth County, Wisconsin.

2. Those lands comprising the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. § 66.0217(8) in the Suburban Residential (SF-3) Zoning District, in accordance with the attached Exhibit B incorporated herein.

3. Those lands comprising the Subject Territory shall be included within Supervisory District 7.

4. This Ordinance, and the annexation hereby effected, shall be in full force and effect from and after its passing and posting.

5. The Village Clerk shall immediately, after the final enactment hereof, file such certified copies with all parties as required by State Statute to be so served.

6. All ordinances or parts of ordinances inconsistent with or contravening the provisions of this Ordinance are hereby repealed.

Adopted, passed, and approved by the Village Board of the Village of Williams Bay, Walworth County, Wisconsin, this _____ day of _____, 2024.

William Duncan, Village President

ATTEST:

Tina Kolls, Village Clerk

1st Reading _____
2nd Reading _____
Adopted _____
Published _____

APPROVED AS TO FORM:

Mark A. Schroeder, Village Attorney

ORDINANCE FOR DIRECT ANNEXATION

EXHIBIT A

Legal Descriptions

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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ORDINANCE FOR DIRECT ANNEXATION

EXHIBIT B

Suburban Residential (SF-3) Zoning District

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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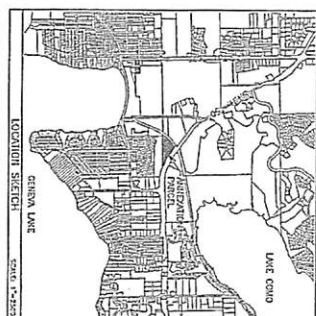
DEVELOPMENT AGREEMENT

EXHIBIT 3-1

Town of Geneva
Annexation Map

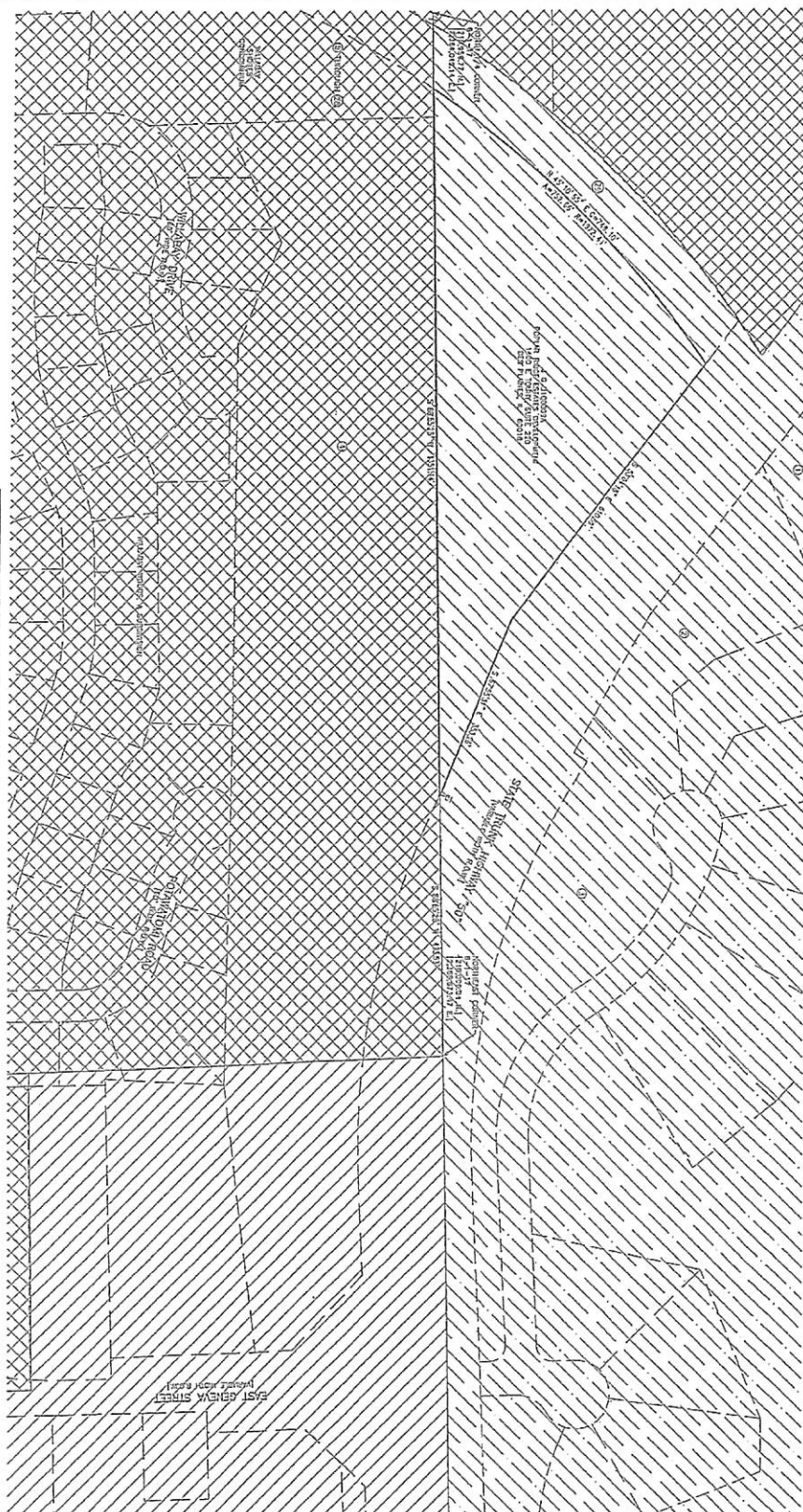
Civil Division Information For Walworth County GIS Mapping

	= LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY
	= LANDS CURRENTLY IN THE TOWN OF LINN
	= LANDS CURRENTLY IN THE TOWN OF GENEA



SEE SHEET 2 FOR LIST OF ABUTTERS

CLUB	PAVIA	PROV. TORINO	IND. 1951	532
CL	15765	58568	532	532

[illegible]

ANNEXATION MAP
PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST
WYATNORTH COUNTY, WISCONSIN

WISCONSIN STATE PLANE COORDINATE SYSTEM
SOUTH ZONE (NAD-83)
N. LINE OF THE 1ST 1/4 OF
SECTION 6-1-17 TOWNSHIP
5N RANGE 7E

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 ROGWAY COURT P.O. BOX 437
ECHO, WISCONSIN 53121
OFFICE: (262) 723-2038 FAX: (262) 723-5896

- WORK ORDERED BY -
FOGLAR RIDGE ESTATES DEVELOPMENT
1400 E TOUHY SUITE 220
DES PLAINES, IL 60018

ANNEXATION MAP

TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN

PRODUCT NO.	DATE
5536.17	12/03/2021
	SHEET NO.
	1 OF 2

- LIST OF ADJACENTS
- 1. J.B. JENSEN, JR., LINDSEY, ILL. 60117
 - 2. J.B. JENSEN, JR., LINDSEY, ILL. 60117
 - 3. J.B. JENSEN, JR., LINDSEY, ILL. 60117
 - 4. J.B. JENSEN, JR., LINDSEY, ILL. 60117
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 - 100. J.B. JENSEN, JR., LINDSEY, ILL. 60117

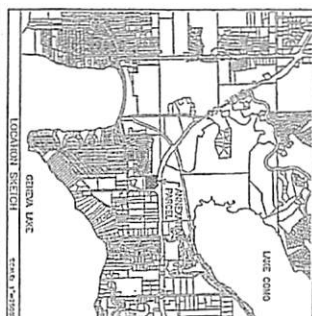
DEVELOPMENT AGREEMENT

EXHIBIT 3-2

Town of Linn
Annexation Map

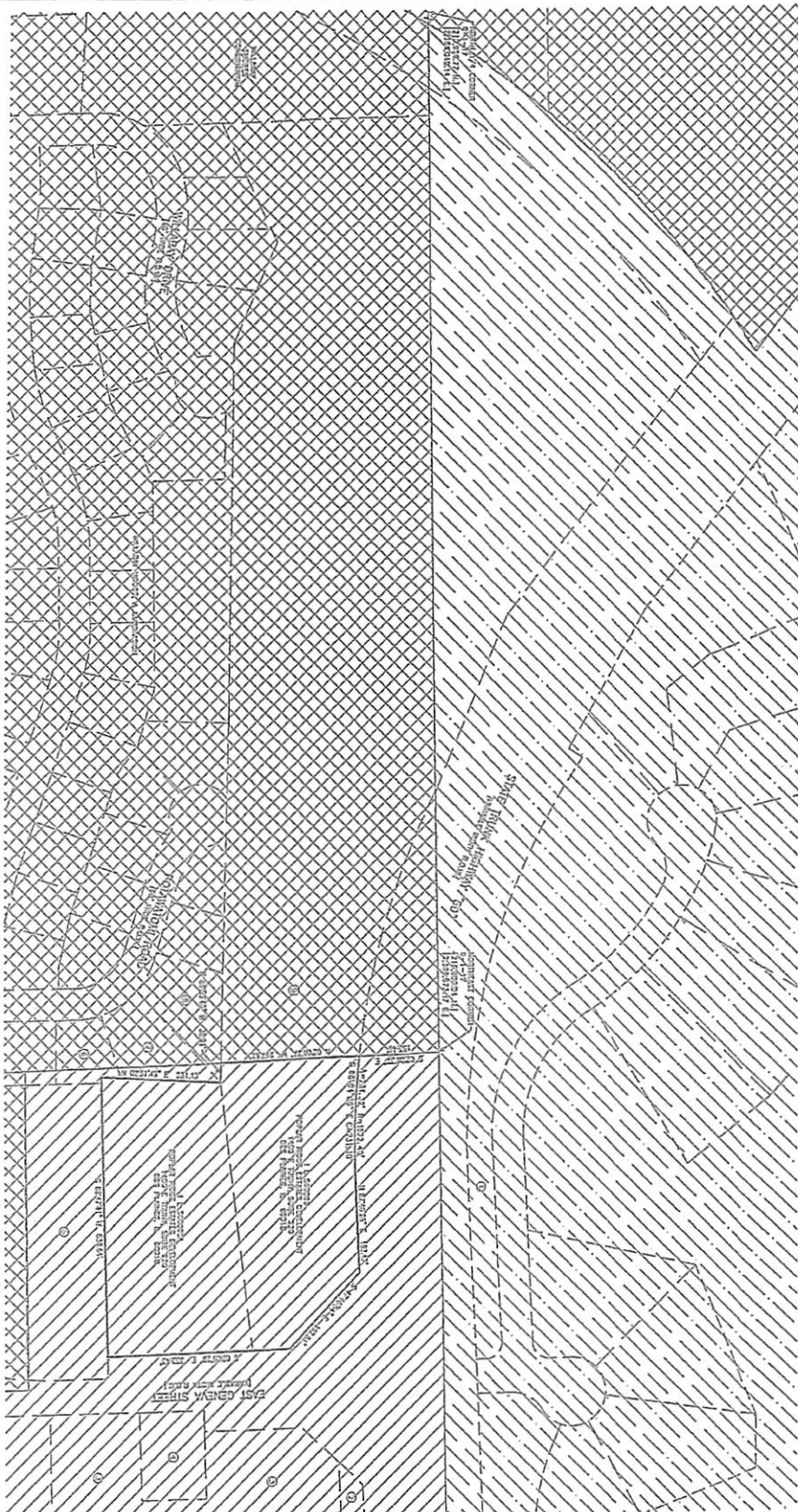
LAND DIVISION INFORMATION PER WALWORTH COUNTY GIS MAPPING

	== LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY
	== LANDS CURRENTLY IN THE TOWN OF LIND
	== LANDS CURRENTLY IN THE TOWN OF GENEA



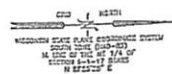
- [illegible]

tion, accompanied by a fall in the percentage of *Microgaster* from 100% to 80%, and a rise in the percentage of *Phaenocarpa* from 0% to 20%. The percentage of *Microgaster* was 100% in the first 10 days of the season, and 80% in the last 10 days. The percentage of *Phaenocarpa* was 0% in the first 10 days, and 20% in the last 10 days. The percentage of *Microgaster* was 100% in the first 10 days, and 80% in the last 10 days. The percentage of *Phaenocarpa* was 0% in the first 10 days, and 20% in the last 10 days.



PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST,
WALWORTH COUNTY, WISCONSIN

ANNEXATION MAP



FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 ROCKYHURST COURT P.O. BOX 437
ELKHART, WISCONSIN 53121
OFFICE: (262) 723-2000 FAX: (262) 723-0806

- WORK ORDERED BY -
POPLAR RIDGE ESTATES DEVELOPMENT
1400 E TOLUHY SUITE 220
DES PLAINES, IL 60018

ANNEXATION MAP

TOWN OF LUNA, WINNEBAGO COUNTY, WISCONSIN

DEVELOPMENT AGREEMENT

EXHIBIT 4-1

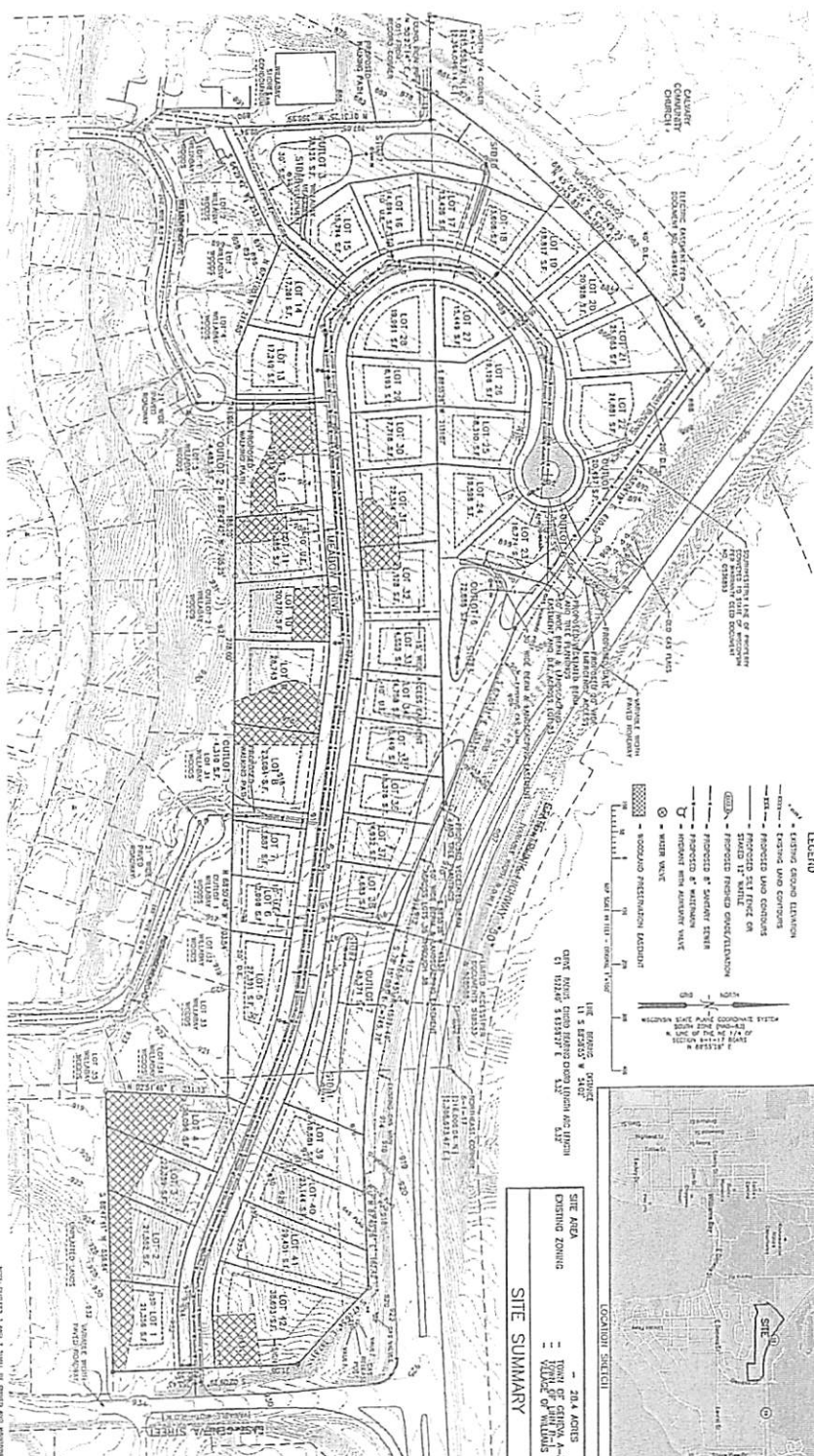
Preliminary Plat

DEVELOPMENT AGREEMENT

EXHIBIT 4-2

Preliminary Engineering Plans

WILLABAY MEADOWS, A SUBDIVISION
PRELIMINARY ENGINEERING PLAN
PART OF SEC 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
* WILKIE OF WILLABAY BAY, WILMOUTH COUNTY, WISCONSIN



SOIL BORINGS	
SOIL	SOIL
0-10" 5%T CLAY LOAM	0-10" 5%T CLAY LOAM
10-20" 5%T CLAY LOAM	10-20" 5%T CLAY LOAM
43'-69" GRATELY SHORST CLAY LOAM	42'-87" 5%T CLAY LOAM
99'-140" GRATELY SHORST LOAM	91'-147" GRATELY SHORST CLAY LOAM
0-6" 5%T CLAY LOAM	0-14" 5%T LOAM
6-16" 5%T CLAY LOAM	14-27" 5%T CLAY LOAM
16'-45" GRATELY SHORST CLAY LOAM	47'-87" 5%T CLAY LOAM
105'-150" 5%T CLAY LOAM	117'-150" GRATELY SHORST CLAY LOAM
SOIL	SOIL
0-3" 5%T CLAY LOAM	0-9" 5%T CLAY LOAM
3'-20" 5%T CLAY LOAM	9'-20" 5%T CLAY LOAM
20'-101" GRATELY SHORST CLAY LOAM	20'-114" GRATELY SHORST CLAY LOAM
121'-150" GRATELY LOAMY SAND	

SHEET 1
 SHEETS 2-3
 SHEET 4
 INDEX OF SHEETS

- OVERALL SITE DEVELOPMENT PLAN
 - DETAILED SITE, GRADING, DRAINAGE
 & EROSION CONTROL PLANS
 - PROPOSED CONNECTION TO
 EXISTING SANITARY SEWER

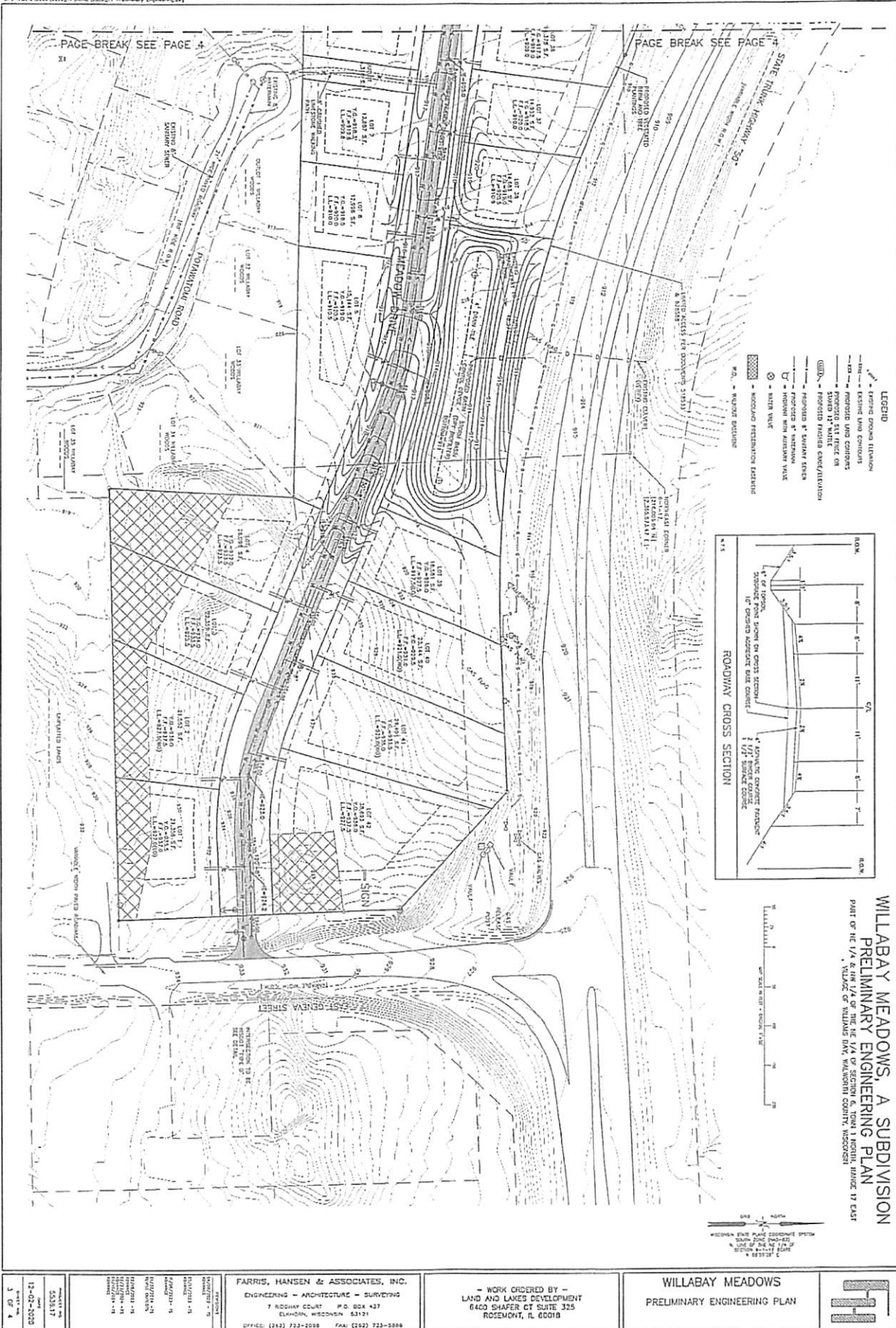
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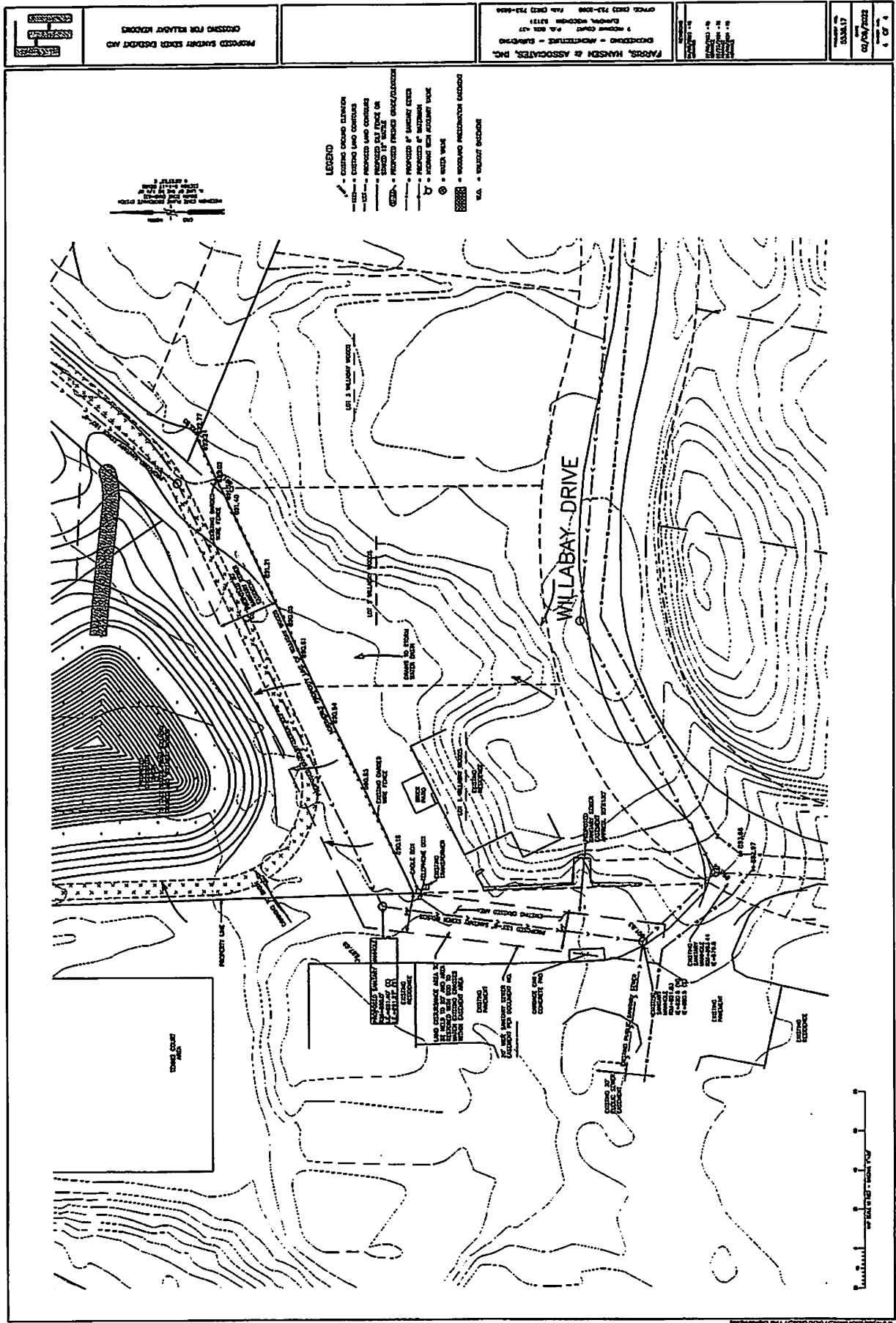
NEW YORK, N.Y. (AP) — The U.S. Justice Dept. has announced that it will be seeking to force the U.S. Steel Corp. to divest itself of its non-ferrous metal assets, including its aluminum and titanium divisions.

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 ROADWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE (262) 723-2088 FAX (262) 723-5588

- WORK ORDERED BY -
LAND AND LAKES DEVELOPMENT
6400 SHAFER CT SUITE 325
ROSEMONT, IL 60018

WILLABAY MEADOWS
PRELIMINARY ENGINEERING PLAN





DEVELOPMENT AGREEMENT

EXHIBIT 4-3

Final Engineering Plans

DEVELOPMENT AGREEMENT

EXHIBIT 5

Sanitary Sewer Improvements Agreement

SANITARY SEWER IMPROVEMENTS AGREEMENT

This Sanitary Sewer Improvements Agreement (“Agreement”) is made the _____ day of _____, 2024, among the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin (“Village”), and POPLAR RIDGE DEVELOPMENT CO., an Illinois corporation, and affiliate of Land & Lakes Development Co., an Illinois corporation (“Developer”).

RECITALS

WHEREAS, the Village is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. ch. 61, with authority to enter into this Agreement under its ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, the Developer is the owner of certain real property located in the Village, known as Walworth County Tax Key Parcel No. WWUP 00084 (“Williams Bay Property”), certain real property located in the Town of Geneva, known as Walworth County Tax Key Parcel No. J G 3100009A (“Geneva Property”), and certain real property located in the Town of Linn, known as Walworth County Tax Key Parcel No. I L 500005 and I L 50005A (“Linn Property”), more particularly described on **Exhibit “A”** incorporated herein (collectively “Willabay Meadows”); and

WHEREAS, the Developer desires to develop the Willabay Meadows as a fully integrated, residential development of single-family homes;

WHEREAS, the Village desires to repair, replace or expand an existing lift station located at Harris Road and downstream 8-inch sewage force main between Harris Road and Elkhorn Road servicing nearly half of the properties within the Village, including Willabay Meadows (“Sanitary Sewer Improvements”),

WHEREAS, the Village and Developer desire to provide for the construction related to the Sanitary Sewer Improvements, and their financing, pursuant to this Agreement; and

WHEREAS the Village and Developer desire to enter into this Agreement.

**SECTION 1
RESTATMENT OF RECITALS**

1.01 The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

**SECTION 2
CONSTRUCTION**

2.01 The Sanitary Sewer Improvements have been designed by the Village Engineer and agreed upon by the Director of Public Works. The Village shall be responsible for completion of the Sanitary Sewer Improvements and shall use its best efforts to obtain the necessary local, state, and federal approvals to complete the project; and further it shall use its best efforts to complete the project by the estimated completion date – August 2024.

**SECTION 3
DEVELOPER'S SHARE**

3.01 The Developer shall be responsible for a total of One Hundred and Sixty Thousand Eight Hundred Seventy-Six (\$160,876) Dollars for its share of the Sanitary Sewer Improvements ("Developer's Share"). which shall be paid in increments of \$3,830.39 for each Lot. The Village shall notify the Developer, in writing, of the date of completion of the Sanitary Sewer Improvements. Developer shall, upon the latter to occur, (1) recordation of the final plat or (2) within sixty (60) days of the date of said written notice, pay to the Village the Developer's Share.

3.02 The Developer shall not be obligated to pay for any portion of the Developer's Share until and unless the Sanitary Sewer Improvements are completed and capable of providing sufficient service to the Lots within the Willabay Meadows.

3.03 The Developer shall only be responsible for payment of the Developer's Share should the Developer be approved of its final plat for a residential development of approximately forty-two (42) single family lots ranging in size from approximately fourteen thousand (14,000) square feet to forty thousand (40,000) square feet for the Willabay Meadows.

The Developer shall have no responsibility for any costs of the Village for the Sanitary Sewer Improvements should the Developer fail to obtain final plat approval as stated above.

SECTION 4 VILLAGE'S SHARE

4.01 The Village shall be responsible for any amounts in excess of the Developer's Share. Moreover, the Village shall be make timely payments for the continuance of construction, regardless of the schedule of payments for the Developer's Share.

SECTION 5 MISCELLANEOUS

5.01 The intent of this Agreement is for the Village and the Developer to work cooperatively to schedule and renovate the Sanitary Sewer Improvements. There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the Village and the Developer, other than as set forth herein and in the Preannexation Agreement and Development Agreement, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, charge, or addition to this Agreement shall be binding upon either party unless made in writing by the Village Board and the Developer, and signed by them.

5.02 In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall no affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

5.03 The Village and Developer do not, in any way or for any purpose, become partners, employers, principals, agents, or joint venturers.

5.04 This Agreement shall be construed under the laws of the State of

Wisconsin.

5.05 This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this instrument effective as of _____, ____, 2024.

VILLAGE OF WILLIAMS BAY

LAND & LAKES DEVELOPMENT CO.

By: _____
William Duncan, Village President

By: _____
Mary Margaret Cowhey, President

Attest: _____
_____, Village Clerk

APPROVAL OF VILLAGE BOARD

This Agreement was approved by the Village Board of the VILLAGE OF WILLIAMS BAY by Resolution dated the ____ day of _____, 2024.

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard IV
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Telephone: (262) 728-9196
E-mail: chadpollard@clairlaw.com
www.clairlaw.com

SANITARY SEWER IMPROVEMENTS AGREEMENT

EXHIBIT A

Legal Descriptions

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

DEVELOPMENT AGREEMENT

EXHIBIT 6

Woodland Preservation Easement

DECLARATION
OF
WOODLAND PRESERVATION EASEMENT

THIS DECLARATION OF WOODLAND PRESERVATION EASEMENT (“Declaration”) by POPLAR RIDGE DEVELOPMENT CO., an Illinois corporation, an affiliate of Land & Lakes Development Co., an Illinois corporation (“Declarant”), having an address at 1400 Touhy, Suite 220, Des Plaines, IL 60018.

RECITALS

WHEREAS, the Declarant is the owner of certain real property located in the Village, known as Walworth County Tax Key Parcel No. WWUP 00084 (“Williams Bay Property”), certain real property located in the Town of Geneva, known as Walworth County Tax Key Parcel No. J G 3100009A (“Geneva Property”), and certain real property located in the Town of Linn, known as Walworth County Tax Key Parcel Nos. I L 500005 and I L 50005A (“Linn Property”), more particularly described on **Exhibit 1** incorporated herein (collectively “Willabay Meadows”); and

WHEREAS, the Developer desires to develop Willabay Meadows as a fully integrated, residential development of approximately forty-two (42) single family lots ranging in size from approximately fourteen thousand (14,000) square feet to forty thousand (40,000) square feet pursuant to the preliminary plat (attached hereto as **Exhibit 2** dated 5-24-2024 and preliminary engineering plans prepared by Farris, Hansen & Associates, Inc. dated 12-02-2020 (Revised 6-10-2024);

WHEREAS, in recognition of the continuing benefit to the Willabay Meadows; the protection of scenic, natural resources, environmental, health, safety, and other resources; Declarant agrees to place certain Restrictive Covenants on a portions of certain lots within the Willabay Meadows as depicted on the Development Plan (the “Restricted Property”), in order that the Restricted Property shall remain substantially in its natural condition forever; and

NOW, THEREFORE, for good and valuable consideration, Declarant hereby declares that the Restricted Property shall be held, occupied, and used, and shall be transferred, conveyed, leased, or otherwise disposed of subject to the following Restrictive Covenants, which shall run with the land and be binding on all heirs, successors, assigns lessees, other occupiers and users (they are included in the term, “Declarant”).

1. Prohibitions. The Declarant shall ensure that these prohibitions shall run with the Restricted Property in perpetuity, and be binding on the Declarant and its successors, assigns, lessees, and other occupiers and users. These Restrictive Covenants are subject to Declarant’s reserved rights, which follow.

(a) **General.** There shall be no future filling, flooding, excavating, mining or drilling; no removal of natural materials; and no alteration of the topography which would materially affect the Restricted Property in any manner, except as authorized by the Village of Williams Bay.

(b) **Waters and Wetlands.** In addition to the general restrictions above, within the Restricted Property there shall be no draining, dredging, damming or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, or reducing the reach of waters; and no other discharges or activity requiring a permit under applicable water pollution control laws or regulations, except as authorized by the Village of Williams Bay.

(c) **Trees/Vegetation.** On the Restricted Property there shall be no clearing, burning, cutting or destroying of trees, except removal or trimming of trees hazardous to person or property, invasive species, or of timber downed or damaged due to natural disaster, or as authorized by the Village of Williams Bay.

(d) **Disposal.** There shall be no dumping of trash, waste, garbage or toxic, unsightly, hazardous or offensive material on the Restricted Property.

(e) **Uses.** No agricultural, industrial, mining, logging or commercial activity shall be undertaken or allowed on the Restricted Property. Declarant and future owners of lots within Willabay Meadows reserve the right to uses to the extent that they are not inconsistent with this Declaration, the preservation of the Restricted Property substantially in its natural condition, or the protection of its environmental systems.

(f) **Utilities.** As deemed necessary by Declarant or subsequent lot owner, above and below ground utilities and structures may be placed within the Restricted Property.

(g) **Roads.** There shall be no construction of roads on the Restricted Property.

2. General Conditions.

(a) **Other Restrictions.** The Declarant represents and warrants that no restriction of record on the use of the Restricted Property, nor any presently existing future estate or interest in the Restricted Property, nor any lien, obligation, covenant, limitation, lease, mortgage or encumbrance of any kind precludes the imposition of the restrictions, covenants, obligations or agreements of this Declaration, or the maintenance of the Restricted Property in accordance herewith.

(b) **Existing Conditions.** The Declarant represents and warrants that at the time of the execution of this Declaration, no structures of any kind, including any roads, nor any violations of any of these Restrictive Covenants exist on the Restricted Property.

(c) **Reserved Rights.** The Restrictive Covenants set forth in this Declaration are created solely for the protection of the Restricted Property. Declarant reserves ownership of the fee simple estate upon the Restricted Property and all rights appertaining thereto, including the right to engage in all acts or uses not prohibited by this Declaration and not inconsistent with the conservation purposes hereof, until the Restricted Property is sold to a third party. It is expressly understood and agreed that the terms of this Declaration do not grant or convey to members of the general public any rights of ownership, entry or use of the Restricted Property.

(d) **Enforcement.** The Declarant – until Declarant turns over Willabay Meadows to the homeowners association or assigns its interest herein shall enforce the Restrictive Covenants set forth in this Declaration in a judicial action against any person or other entity violating or attempting to violate these Restrictive Covenants; provided, however, that no violation of these Restrictive Covenants shall result in a forfeiture or reversion of title.

IN WITNESS WHEREOF, the party has executed this Agreement on the date first written above.

POPLAR RIDGE DEVELOPMENT CO., an Illinois corporation, an affiliate of Land & Lakes Development Co., an Illinois corporation (The “Declarant”)

By: _____
Mary Margaret Cowhey, its President

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard IV
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
E-mail: chadpollard@clairlaw.com

DECLARATION
OF
WOODLAND PRESERVATION EASEMENT

EXHIBIT A

Legal Description

(Lots 1-4; 8-12; 31-32; and 42 anticipated with confirmation upon recording of final plat)

DECLARATION
OF
WOODLAND PRESERVATION EASEMENT

EXHIBIT B

Preliminary Plat



DEVELOPMENT AGREEMENT

EXHIBIT 7

Declaration of Covenants, Conditions and Restrictions

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WILLABAY MEADOWS SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WILLABAY MEADOWS SUBDIVISION (the "Declaration") is made this _____ day of _____, 2024 by POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land and Lakes Development Co., an Illinois corporation, "Declarant" and developer of the subdivision known as: "Willabay Meadows", Walworth, WI.

P R E A M B L E S:

Declarant owns fee simple title to a certain parcel of real estate in the Village of Walworth, County of Walworth, State of Wisconsin, legally described in "Exhibit "A" attached hereto and made a part hereof (the "Property"); and

The Declarant, also sometimes referred to as the "Developer", desires to develop a single-family residential development on the Property to be known as Willabay Meadows (the "Subdivision"); and Declarant is desirous of submitting the Property to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be, held, transferred, sold, conveyed, and occupied, subject to the covenants, conditions, restrictions and easements hereinafter set forth.

ARTICLE I

Definitions

- 1.1 **"Association"** shall mean and refer to the Willabay Meadows Homeowner's Association, Inc., a Wisconsin nonstock, nonprofit corporation, its successors and assigns.
- 1.2 **"Declarant"** shall mean and refer to LAND & LAKES DEVELOPMENT CO., and its designated successors and assigns. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or any rights of Declarant provided herein.
- 1.3 **"Dwelling"** shall mean any building located on a Lot and intended for the shelter and housing of a single family. Dwelling shall include any Improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.
- 1.4 **"Improvement" or "Improvements"** shall mean and include a Dwelling, any and all buildings, out buildings, driveways, pedestrian walkways, walls, fences, decks, patios, hedges, lawns, sidewalks, mailboxes, planted trees, shrubs and all other structures or landscaping improvements of every kind and description, including any changes in grade or slope.
- 1.5 **"Lot"** shall mean each of the Lots of the Property as established pursuant to the Subdivision Plat.

- 1.6 **“Lot Deed”** shall mean the deed of the Declarant conveying a Lot to an Owner.
- 1.7 **“Mortgage”** shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such Property.
- 1.8 **“Outlot”** shall mean Outlots depicted on the Subdivision Plat.
- 1.9 **“Owner”** shall mean and refer to the record owner, whether one or more persons, of fee simple title to any Lot, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.10 **“Person” or “Persons”** shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.
- 1.11 **“Property”** shall mean and refer to the real estate legally described in “Exhibit A” attached hereto and made part hereof.
- 1.12 **“Subdivision Plat”** shall mean the plat of subdivision for Willabay Meadows as recorded in the Office of the Register of Deeds of Walworth County, State of Wisconsin.
- 1.13 **“Village”** shall mean the Village of Williams Bay, State of Wisconsin.

ARTICLE II

Declaration Purpose and Property Subjected to Declaration

- 2.1 The Declarant desires to create on the Property a single-family development for future owners of Lots for the following general purposes:
- (a) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a community of single-family Dwellings by the imposition of the covenants, conditions, restrictions, and easements as hereinafter set forth, for the benefit of the Property and the Owners.
- (b) By the imposition of the covenants, conditions and restrictions set forth herein and the reservation of certain powers as herein contained, Declarant intends to provide a plan for development of the Property, which is intended to enhance and protect the value of the residential community.
- 2.2 To further the general purposes herein expressed, the Declarant for itself, and its successors and assigns, hereby declares that the Property at all times shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements as hereinafter set forth in this Declaration.

ARTICLE III

General Restrictions

- 3.1** All Lots shall be used for single-family Dwellings. Each Owner shall (i) maintain his Lot and all Improvements located thereon in a clean, sightly, and safe condition, (ii) cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from all driveways and similar areas serving said Lot, and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules, and regulations.
- 3.2** All Improvements shall be constructed in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules, and regulations.
- 3.3** Construction of Improvements shall be done at certain times and dates in accordance with Village of Williams Bay ordinances.
- 3.4** Except as expressly provided herein, no temporary building, trailer, mobile home, recreational vehicle, camper, boat, snowmobile, tent, shack, or other similar improvement shall be located upon the Lots. The provisions of this paragraph do not, however, apply to construction trailers or sales trailers or other temporary structure or vehicle used or maintained by Declarant, or its contractors or agents, during periods of construction.
- 3.5** No business may be conducted on the premises of any lot owner, except as may be permitted by the Village of Williams Bay, Walworth County, Wisconsin. Notwithstanding the foregoing, the owners of any individual residential unit may have traditional garage or yard sales during daylight hours only, with the duration of said sales not to exceed 72 hours with not more than two such sales in any single calendar year.
- 3.6** No Person shall accumulate on his Lot any derelict vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles will be properly screened. Landscaping and grass shall be kept trim and neat. No burning of refuse or building materials will be permitted. No unimproved Lot shall be planted with anything other than grass. Each Owner of a vacant Lot shall keep the Lot in a clean and sightly condition and all natural growth shall be kept trim and neat and maintained in accordance with all Village ordinances.
- 3.7** Trucks, boats, recreational vehicles, trailers, or other vehicles (other than automobiles) shall at all times be parked in the garage of the Dwelling, and their repair or maintenance shall not be permitted except within the confines of the Garage. Parking of commercial vehicles on any Lot, and habitual parking on roadways is prohibited. "Habitual Parking" is defined for purposes of this paragraph as parking such vehicles on the roadway overnight. The restrictions of this paragraph, however, shall not apply to equipment and materials used during periods of construction.
- 3.8** No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.

- 3.9** Each Owner shall keep all areas of the Lots, including drainage easements, designed, or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and mowed regularly. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstruction shall be planted, placed, or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or re-directing swales, ditches, or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property.
- 3.10** No noxious or offensive activity shall be carried on, in or upon any Lot or elsewhere within the Subdivision. No plants, seeds, or other things harboring infectious plant diseases or noxious insects shall be introduced or maintained on any Lot.
- 3.11** Utilization of insect zappers or similar insect elimination devices is strictly prohibited.
- 3.12** All mailboxes and posts shall be in compliance and governed by the United States Postal Service Regulations.
- 3.13** All power lines, phone lines, television cable or other wiring or pipes must be underground.
- 3.14** No window air conditioning units shall be permitted in any Dwelling or outbuilding.
- 3.15** Each Lot shall be permitted to have a maximum of one flagpole of not greater than 20 feet in height. No flags shall be flown or displayed in the Subdivision which are greater than 24 square feet in size.
- 3.16** No billboards or any advertising signs shall be erected, placed, permitted, or maintained on any Lot or Improvement except "For Sale" signs not to exceed six (6) square feet which shall be removed upon closing of a sale.
- 3.17** Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within twenty-four (24) months of commencement of construction unless Declarant agrees in writing otherwise.
- 3.18** Square Footage Requirement: All Dwelling Square Footage requirements shall be in accordance with the Village Ordinance for the underlying zoning district of Willabay Meadows, however in no event shall any Dwelling be less than 1,450 square feet of living area.
- 3.19** The front elevation or façade for a Dwelling shall not be repeated on any abutting Lots on either side of the street on which the Dwelling fronts, including Lots which are directly across the street from one another. Front elevations or facades shall be deemed to be similar when there is no substantial difference in roof lines, garage styles and garage setbacks; and no substantial change in windows of either size, location or type; and either no change in the colors of materials used (rather than a change in shade) or no substantial change in the kind of materials used.

- 3.20** All driveways and driveway aprons shall be surfaced with a hard surface consisting of either asphalt or Portland cement.
- 3.21** Fences shall be allowed in accordance with the Village Ordinances.
- 3.22** Street Trees – The Village of Williams Bay shall install street trees. Purchasers acknowledge that the Village of Williams Bay retains the right to enter upon the individual Lots to install the trees as called for. Purchasers further acknowledge that purchaser is responsible for the maintenance of any trees located on their individual lot, including watering and fertilizing. Failure to properly maintain the trees may result in the trees being replaced by the Village of Williams Bay at the expense of the Lot Owner. In addition, purchasers acknowledge that, depending upon their individual construction schedule, the street trees may be installed prior to purchaser beginning construction on the Lot. In the event the tree(s) is damaged during construction, Lot Owner shall be responsible for the cost of replacement.
- 3.23** Impact Fees: Developer discloses that the Village has impact fees which are due and payable at the time a building permit is issued. The Lot Owner is advised to contact the Village as to the amount of impact fees.
- 3.24** Any Lot Owner who in the course of constructing Dwellings or any other Improvements causes damage to any public improvements or any other property, including, but not limited to, roads, street trees and/or water and sewer lines, shall be responsible for the repair thereof.

ARTICLE IV

Easements

- 4.1** A utility and enforcement easement is hereby granted to the Village of Williams Bay, Walworth County, and other governmental bodies having jurisdiction over the Property and utility companies providing service to the Property or other property in the vicinity of the Property, over, on and across the Property for the purpose of enforcing applicable laws, making repairs, installing and servicing utilities and drainage, and providing public and emergency services.
- 4.2** The Declarant and the Lot Owner hereby reserve the right to retain easements on any Lot for the purpose of placing signs thereon (including related improvements and landscaping) identifying the Subdivision.
- 4.3** The Property shall be subject to those additional easements as set forth on the final plat.

ARTICLE V

Willabay Meadows Homeowners Association

- 5.1** Declarant has caused or shall cause the Association to be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. The Association shall be the governing body for all of the Owners for the administration, operation and maintenance, repair and replacement of Improvements related to the Outlots, including the storm water maintenance improvements, which includes storm water basins on Outlots 3, 6, and 7; the emergency access drive on Outlot 5; and the proposed walking paths on Outlots 1, 2, and 3. In the event the Association does not properly maintain the Outlots, the Village may send written notice to the Association indicating that the Village has determined that the common areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fourteen (14) days to correct the problem. If the facilities are not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village shall then have the authority to maintain any such facilities referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village, such charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.
- 5.2** Each Owner shall be a member of the Association. There shall be one membership per Lot. There shall be two (2) classes of membership. Each Owner of a Lot (other than Declarant) shall be a "Class A Member"; and the Declarant shall be a "Class B Member" with respect to its ownership of Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change. If any property interest, ownership of which entitles the Owner thereof to vote, is held jointly or in common by more than one Person, the vote or votes to which such property interest is entitled shall also be held jointly or in common in the same manner. However, the vote or votes for such property interest shall be cast, if at all, as a unit, and neither fractional votes nor split votes shall be allowed.
- 5.3** Declarant, Lot Owners and the Village from time to time, shall have the right jointly, and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall be a violation of any restriction or covenant on any Lot, then Declarant, or Village shall have, in addition to the foregoing right, the right to enter upon the property where such violation exists and summarily to remedy such violation at the expense of the Owner, and such entry and remedy shall not be deemed a trespass. In no event shall the failure to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to enforce any such violation or any subsequent

violation. No right or action shall accrue or be brought or maintained by any person against Declarant, or Village for or on account of delay in bringing, or failure to bring, any action or enforcement proceedings on account of any breach of any covenant or restriction or for imposing any covenant or restriction which may be unenforceable.

- 5.4 The Declarant or Developer shall maintain control of the Association until the Declarant's rights are turned over, which turnover date shall occur upon the first to occur (1) written notice to the Lot Owners or (2) after twenty (20) years from the date of this Agreement. Except that the Declarant's rights shall turnover automatically upon the date Declarant or Developer no longer holds an interest in any Lot (hereinafter referred to as "Turnover Date").

ARTICLE VI

ASSESSMENTS

- 6.1 The regular assessments levied by the Association shall be exclusively for the purposes of administering the affairs of the Association, paying the Common Expenses and Duplex Expenses, and accumulating reserves for any such expenses.

- 6.2 Each year on or before December 1, the Association's board of directors shall adopt and furnish each Owner with a budget for the ensuing capital year, which shall show the following with reasonable explanations and itemizations:

(a) The estimated expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping and other improvements related to the Outlots, including the storm water maintenance improvements, which includes the storm water basins on Outlots 3, 6, and 7; the emergency access drive on Outlot 5; and the proposed walking paths on Outlots 1, 2, and 3., or as otherwise provided in this Declaration; the cost of insurance for the Outlots and the storm water improvements; the cost of general and special real estate taxes and assessments levied or assessed against the Outlots owned by the Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Outlots and storm water improvements; if not separately metered or charged to the Owners, the cost of necessary utility services to the Outlots and storm water improvements; costs, expenses, fees or charges payable to the Village pursuant to this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners (hereinafter "Expenses").

(b) The estimated amount, if any, to maintain adequate reserves for expenses described herein.

(c) The amount of regular assessments payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount in (b) above.

(d) That portion of the regular assessments which shall be payable by the Owner each month until the next regular assessment becomes effective, which monthly

amount shall be equal to the regular assessment, divided by the number of Lots, divided by 12, so that each Owner shall pay equal regular assessments for each Lot owned.

(e) The amount of special assessments, if any, payable by the Owners.

- 6.3** In addition to the regular assessments, the Board shall levy special assessments special assessments which shall be assessed and levied as necessary to: (i) pay for the cost of damage caused by the negligent or willful conduct of any Owner; or (ii) pay for the cost of extraordinary expenses of the Association.
- 6.4** Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared prior to the Turnover Date shall be based on the assumptions that (i) the development has been fully constructed as shown on final plat and (ii) all proposed Lots have been sold and are occupied. Prior to the Turnover Date, (i) each Owner (other than the Declarant) shall pay as the Owner's monthly share of the regular assessment an amount equal to the budgeted regular assessment as shown on the Stabilized Budget divided by the number of planned Lots as shown on the final plat, divided by 12 so that each Owner (other than Declarant) will pay, with respect to each Lot owned by the Owner, a monthly regular assessment equal to what the Owner would be paying if the development were fully constructed pursuant to the final plat and all proposed Lots have been built and are occupied. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.
- 6.5** Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, shall bind any person at any time, any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence.
- 6.6** The Association shall establish and maintain reserve funds for the purpose of providing for the future repair, replacement, and improvement of the Outlots, including but not limited to the storm water management facilities, emergency access to Highway 50, structures, facilities, landscaping, and any other elements that the Association is obligated to maintain. These funds shall be known as the "Reserve Funds".

- 6.7 The Reserve Fund shall be initially established through a contribution as established by the board of directors to be paid at the time of closing of the sale of a residence to a third party. The board of directors shall review Reserve Funds annually as part of the budgeting process to ensure the Reserve Funds remain adequate to meet the Association's future obligations.

ARTICLE 7

General Provisions

- 7.1 The covenants and restrictions of this Declaration shall run with the land, and bind the Owners and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, the Declarant, the Village, or their respective legal representatives, heirs, successors, and assigns, for a term of (20) years from the date this Declaration is recorded in the Office of the Register of Deeds of Walworth County, Wisconsin, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as herein provided.
- 7.2 Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, shall bind any person at any time, any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.
- 7.3 Declarant, Lot Owners and the Village from time to time, shall have the right jointly, and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall be a violation of any restriction or covenant on any Lot, then Declarant, or Village shall have, in addition to the foregoing right, the right to enter upon the property where such violation exists and summarily to remedy such violation at the expense of the Owner, and such entry and remedy shall not be deemed a trespass. In no event shall the failure to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to enforce any such violation or any subsequent violation. No right or action shall accrue or be brought or maintained by any person against Declarant, or Village for or on account of delay in bringing, or failure to bring, any action or enforcement proceedings on account of any breach of any covenant or restriction or for imposing any covenant or restriction which may be unenforceable.

- 7.4 Enforcement of these covenants and restrictions may be by any proceeding at law or in equity against any Person or entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violation or to recover damages, or to enforce any lien created by this Declaration. Should Declarant, the Village or the Individual Lot Owner(s) take any action hereunder or seek legal action or appoint legal counsel to enforce any covenant or restriction or to prosecute the violation or attempt to violate any term hereof, then all costs and expenses incurred by Declarant, the Village or the Individual Lot Owner(s) by reason thereof, including attorneys' fees and expenses, shall be recoverable against and paid by those persons or entity against whom such enforcement or prosecution is brought. The Declarant, the Village or the Individual Lot Owner(s) shall have a lien against any Lot owned by any such person in order to secure payment of all such costs, expenses and fees.
- 7.5 Subject to the other provisions of these Covenants, the Owners may revoke, modify, amend or supplement in whole or in part, any or all of the covenants, obligations and conditions contained in this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least three-fifths (3/5) of the Lots and the Declarant consent thereto, the consent of the Declarant being required so long as the Declarant owns any Lots. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, and recorded in the Office of Register of Deeds, Walworth County, Wisconsin. No revocations, modifications, amendments or supplements to this Declaration may be made without the consent of the corporate authorities of the Village, by resolution duly adopted, unless such revocations, modifications, amendments or supplement (1) is technical in nature or (2) does not diminish the rights of the Village or the obligations of the Lot Owners hereunder including without limitation as may be set forth in that certain subdivision agreement relating to the Property entered into by and between the Declarant and the Village. In the event that revocations, modifications, amendments or supplements not requiring the consent of the Village is effected, a copy thereof shall promptly be delivered to the Village. Prior to the sale of all lots, the Declarant shall retain full right of amendment with the exception of those matters involving the Village of Walworth, which cannot be amended without the approval of the Village of Walworth.
- 7.6 Declarant hereby reserves the right and power to record amendments to this Declaration at any time and from time to time, in its sole discretion, until the Turnover Date, so long as such amendment will not materially alter the scheme of the Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to an Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record such Amendments.
- 7.7 The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property.

- 7.8** In the event title to any Lot is conveyed to a title holding trust, under the terms of which all power of management, operation and control of the Lot remain vested in the trust beneficiary(s), then the beneficiaries hereunder from time to time shall be personally responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such title holding trustee personally for payment for any lien or obligation hereunder created. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any trust or any transfers of title to any such Lot.
- 7.9** All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine, the feminine and neuter and vice versa.
- 7.10** If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.
- 7.11** Notwithstanding anything herein to the contrary, Declarant hereby reserves the right to transfer, assign, mortgage or pledge any and all of its privileges, rights, title and interests hereunder or in the Property by means of recording an assignment of such with the Office of the Register of Deeds of Walworth County, Wisconsin. Upon such assignment, the assignor shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor or assignee shall have or incur any liability for the obligations or acts of any predecessor in interest.
- 7.12** A written or printed notice, deposited in the United States mail, postage pre-paid, and addressed to any Owner at the address of the Owner's Lot, shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit in the United States mail.

[Signature Page Follows]

IN WITNESS WHEREOF, POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land and Lakes Development Co., an Illinois corporation, has signed this Declaration, as of the date shown on Page One (1).

POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land and Lakes Development Co., an Illinois corporation (The "Declarant")

By: _____
Mary Margaret Cowhey, its President

Attest:

STATE OF)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Mary Margaret Cowhey, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2024

Notary Public

This Instrument Drafted By:

Attorney Charles. W. Pollard
**CLAIR, THOMPSON
& POLLARD, S.C.**
617 East Walworth Avenue
Delavan, WI 53115
email: chadpollard@clairlaw.com
www.clairlaw.com

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WILLABAY MEADOWS SUBDIVISION**

EXHIBIT A

Legal Description

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

DEVELOPMENT AGREEMENT

EXHIBIT 8

Monotony Code

Restrictions:

The following shall apply to all homes within Willabay Meadows:

1. Home Monotony: a new home cannot have the same front elevation compared to either of the homes on each side, or the home most directly across the street, or the homes on each side of the home across the street. The result is that for any 6-home sequence (3-home along both sides of the street), the front elevation of the houses are all different from one-another. Note that this is a running requirement – meaning that each possible 6-home block cannot have repeats.
2. Exterior Elevation and Color: for any of the same 6-home sequence, the main exterior elevation and color combination cannot be repeated.

DEVELOPMENT AGREEMENT

EXHIBIT 9

Memorandum of Agreement

MEMORANDUM OF DEVELOPMENT AGREEMENT

This Memorandum of Development Agreement is entered into on this _____ day of _____, 2024, ("Developer's Agreement") by and between LAND & LAKES DEVELOPMENT CO., an Illinois corporation, or its assigns ("Developer") and the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin ("Village").

1. Developer and Village entered into a the Development Agreement for the purpose of ensuring that the Developer will make and install certain public improvements which are reasonably necessary and further that the Developer shall dedicate the public improvements to the Village, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, the Developer's Agreement and as required by the Village Engineer, without cost to the Village.
2. The portion of land being described on Exhibit A attached hereto and incorporated herein, hereinafter called "Willabay Meadows".
3. This Memorandum of Development Agreement is not intended to amend or modify and shall not be deemed or construed as amending or modifying any of the terms, conditions, or provisions of the Development Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Development Agreement and the provisions of the Development Agreement, the provisions of the Development Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Development Agreement as of the day and year first written above.

LAND & LAKES DEVELOPMENT CO.
(The "Developer")

By: _____
Mary Margaret Cowhey, its President

STATE OF WISCONSIN)
)ss.
COUNTY OF WALWORTH)

Personally came before me this _____ day of _____, _____, the above named LAND & LAKES DEVELOPMENT CO., by its President, Mary Margaret Cowhey, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My commission expires: _____

**VILLAGE OF WILLIAMS BAY, a Wisconsin
municipal Corporation (The "Village")**

By: _____
William Duncan, Village President

Attest: _____
Tina Kolls, Village Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF WALWORTH)

Personally came before me this _____ day of _____, the above
named VILLAGE OF WILLIAMS BAY, Authorized Signatory of William Duncan and Tina
Kolls, to me known to be the person who executed the foregoing instrument and acknowledged
the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My commission expires: _____

MEMORANDUM OF DEVELOPMENT AGREEMENT

EXHIBIT A

Legal Description

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

Williams Bay Planning Commission

Recommendation For Approval of Development Agreement Subject to Revisions to Willabay Meadows Development Agreement at September 10, 2024 Meeting of the Commission

The Planning Commission recommended approval of the Preliminary Plat (subject to Village Engineer letter), Preliminary Engineering (subject to Village Engineer letter), Pre-Annexation Agreement and Development Agreement for the Willabay Meadows Subdivision, subject to seven revisions of the Development Agreement. The Developer accepts the revisions.

Each revision is presented below in the order in which the item appears in the Development Agreement.

1. Section 2.4.B.3. should be revised as follows:
 3. All roads and streets depicted in the Engineering Plans, specifically Meadow Drive, shall be dedicated to the Village as public streets. The foregoing notwithstanding, the emergency access road shall be held by the Developer as more fully described in Section 2.4.O. below.
2. Section 2.4.E. should be revised as follows:
 - E. **Storm Water Management System.** The Developer shall construct the storm water management system Improvements, which include catch basins and inlets, storm sewers, road ditches and open channels, detention/retention basins, and other water quality components as may be required for Willabay Meadows as set forth in the Final Engineering Plans. All such Improvements are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. The type of Improvements required, the design criteria, and the sizes and grades shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers, including the installation of fencing, if requested by the Village Engineer. The storm water management system Improvements shall be designed to present no hazard to life or property. Further, the detention basins in Outlot 3 will have a maximum depth of ten (10) feet. The size, type, and installation of all storm water drains and sewers proposed to be constructed shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers. The Village will not accept the Improvements until the storm water management system has been installed in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers and sediment removed from the construction activities. The ownership of outlots as depicted on the Engineering Plans and their maintenance shall be the responsibility of the Developer or the homeowners or condominium owners associations to be formed for the portions of Willabay

Meadows served by such Improvements. If such associations fail to perform such maintenance, the Village, upon advance written notice to the associations, shall have the right of access to the storm water management system Improvements on outlots as depicted on the Engineering Plans for inspection, public drainage conveyance, and repairs. The Village shall have the right to assess the cost of any repairs to the Storm Water Management System as a special assessment against the homeowners or condominium owner's association and place such charges on the real estate property tax bill of each property owner serviced by the Storm Water Management System. If the association is not formed or becomes defunct, the charges will be charged on a pro rata basis against the individual property owners serviced by the Storm Water Management System and may be placed on their real estate property tax bill.

3. Section 2.4 I. should be revised as follows:

- I. **Street Signs.** The Developer shall pay to the Village the cost to install street signs of a design approved by the Village Engineer. The signs shall include, but are not limited to, "no motorized vehicles" at each end of the limestone trails, and a sign stating "no motorized vehicles or bicycles beyond this point" to be placed on the Willabay Meadows side of the pedestrian walkway easement to the Kishwauketoe Nature Conservancy.

4. Section 2.4.J. should be revised as follows:

- J. **Street Trees.** ~~The Developer shall in lieu of planting street trees, at the time of final plat approval or certified survey map approval, pay a tree fee in the amount established by resolution of the Village the effective date of this Agreement to the Village Treasurer for each tree to be planted. Monies collected for tree planting shall be kept in a special tree planting fund for that purpose. The Village shall plant said trees at such time and in such tree species as directed by the Tree Commissioner. The Developer shall plant street trees within the curb lawn at such spacing intervals and in such species as specified by Section 375.0813 of the Village municipal code. Section 375.0813.A (the option to pay a fee in lieu of planting street trees) shall not apply. Further, Developer shall warranty street trees for one year after planting.~~

5. Section 2.4.O. should be revised as follows:

- O. **Emergency Access.** A 20' wide emergency access drive to Highway 50 from Meadow Drive shall be designed and constructed by the Developer meeting WisDOT requirements at the cost of the Developer. The Developer, at its own cost,

will install a gate at the Route 50 side of the emergency access drive which will be locked and accessible to emergency responders via a fire department approved Knox box. The Developer, then WMHOA (as defined in Section 3.1 hereof), shall hold, own, and maintain Outlot 5, including snow plowing of the emergency access drive contained thereon.

6. Section 2.4.P. should be revised as follows:

- P. **Walking Paths.** Developer shall design and construct three (3) walking paths with a maximum width of five (5) feet as follows: (a) Meadow Drive to Willabay Drive in the center of Outlot 2, (b) Meadow Drive to Potawatomi Road in the center of Outlot 1, and (c) Meadow Drive southwest along the south boundary of Outlot 3 and Developer shall be responsible to obtain easements to extend the walking path west to Kishwauketoe Nature Conservancy. The walking paths shall be developed as shown on the Preliminary and Final Engineering Plans owned and maintained by the Developer or Homeowner's Association and made available to the public. Provided, that the portion of any walking path not located within the subdivision will be adequately marked to identify its location. Each of the three walking paths in Willabay Meadows will be marked with signs prohibiting motorized vehicles. Developer agrees to cooperate with the Village in future relocations of the easement connecting to Kishwauketoe.

7. Section 7.3 should be separated into two paragraphs to create clarity about the building and occupancy permit requirements of model homes. It should be revised as follows:

SECTION 7.3. **Building Permits, Special Case of Model Homes.** [New heading]

No building permit will be issued to any lot within Willabay Meadows until the installation of sanitary sewer, water, electrical power, gas, and a binder course of asphalt base on the roadway adjacent to the parcel has been completed.

[Separate Paragraph]

The foregoing sentence notwithstanding, the Developer may, subject to approval by the Village, its engineers, and the Village Building Inspector, construct up to four (4) single-family model homes within Willabay Meadows before the foregoing Improvements are constructed. The Village shall issue building permits to the Developer for such model homes upon the approval of the engineering drawings, the acceptance by the Village of the Security (as described in Section 7.4 below), and the Developer's filing of appropriate applications therefor, although the roadway and other Improvements located therein have not been constructed or installed. Occupancy permits, however, will not be granted

to the Developer for such model homes until installation of the binder course after witness of the subgrade proof roll by the Village Engineer. The initial four (4) model homes may be used for marketing purposes only and may not be sold to the public until all connections to subdivision infrastructure are complete. None of the foregoing shall limit the Developer's right to construct additional model homes where the Improvements have been constructed.

8. Section 11.9 should be revised as follows:

Snowplowing of Streets. The Village shall, at its cost, snowplow all dedicated streets ~~and the emergency access drive~~ after the issuance of the first occupancy permit.

9. The Declaration of Woodland Preservation Easement, which is attached as Exhibit 6 to the Development Agreement, should revise Paragraph 2(d) as follows:

(d) **Enforcement.** The Declarant – until Declarant turns over Willabay Meadows to the homeowners association or assigns its interest herein ~~–has the discretionary right to~~ shall enforce the Restrictive Covenants set forth in this Declaration in a judicial action against any person or other entity violating or attempting to violate these Restrictive Covenants; provided, however, that no violation of these Restrictive Covenants shall result in a forfeiture or reversion of title.

PREANNEXATION AGREEMENT

THIS PREANNEXATION AGREEMENT ("Agreement") is made this _____ day of _____, 2024, between the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin ("Village") and LAND & LAKES DEVELOPMENT CO., an Illinois corporation, or its assigns ("Developer").

RECITALS

WHEREAS, the Village is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. Ch. 61, with authority to enter into this Agreement under its zoning and annexation ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, the Developer is the owner of certain real property located in the Village, known as Walworth County Tax Key Parcel No. WWUP 00084 ("Williams Bay Property"), certain real property located in the Town of Geneva, known as Walworth County Tax Key Parcel No. J G 3100009A ("Geneva Property"), and certain real property located in the Town of Linn, known as Walworth County Tax Key Parcel Nos. I L 500005 and I L 50005A ("Linn Property"), more particularly described on **Exhibit 1** incorporated herein (collectively "Willabay Meadows"); and

WHEREAS, the Developer and the Village desire that the Geneva Property and Linn Property be annexed to the Village pursuant to the Petition for Direct Annexation by Unanimous Written Consent of Electors and Property Owners attached hereto as **Exhibit 2** and incorporated herein by reference ("Petition") as depicted on certain Annexation Maps dated 12/03/2021 attached hereto as **Exhibit 3-1 and 3-2** and incorporated herein by reference ("Annexation Maps"); and

WHEREAS, the Developer desires to develop Willabay Meadows as a fully integrated, residential development of approximately forty-two (42) single family lots ranging in size from approximately fourteen thousand (14,000) square feet to forty thousand (40,000) square feet pursuant to the preliminary plat attached hereto and incorporated herein as Exhibit 4.

WHEREAS, the Developer desires that the temporary and permanent zoning of Willabay Meadows upon annexation shall be: SF-3 Suburban Residential District and the Village agrees to consider such zoning in its Annexation Ordinance; and

WHEREAS, Willabay Meadows conforms to the Village's 2023 Comprehensive Master Plan, projecting Planned Neighborhood, including Single-Family Residential (Low, Medium, Small Lot) uses for Willabay Meadows; and

WHEREAS, the Village is willing to annex the Geneva Property and the Linn Property pursuant to this Agreement; and

WHEREAS, the Village and Developer desire to enter into this Agreement; and

NOW, THEREFORE, the Village and Developer agree to the following:

SECTION 1 RESTATEMENT OF RECITALS

SECTION 1.1. **Recitals Incorporated.** The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

SECTION 2 ANNEXATION OF PROPERTY

SECTION 2.1. Within one (1) year after the entry into this Agreement, the Developer shall cause the Petition to be signed and filed with the Village, and the other appropriate governmental authorities, except as provided herein.

SECTION 2.2. The Village may adopt, within a reasonable time after the filing of the Petition, an annexation ordinance annexing the Geneva Property and Linn Property to the Village, in the form attached as Exhibit D to the Petition (Annexation Ordinance).

SECTION 2.3. The Village shall consider providing, in its annexation ordinance, for the temporary zoning of Willabay Meadows as described in the Recitals to this Agreement.

SECTION 2.4. If the Village does not adopt the Annexation Ordinance within a reasonable time, but not exceeding one hundred and twenty (120) days of the filing of the Petition, as provided, then, in that event, the Village agrees that the Developer may, at its option, withdraw the Petition, and this Agreement shall be deemed null and void.

SECTION 2.5. If the Village adopts the Annexation Ordinance, the Village shall promptly thereafter make all filings and perform all other acts required by Wisconsin Statutes to perfect and complete the annexation of the Geneva Property and Linn Property.

SECTION 2.6. Upon the completion and perfection of the annexation of the Geneva Property and Linn Property pursuant to the Annexation Ordinance, the Village Board shall amend the Official Zoning Map harmonizing the Zoning of the Geneva Property, Linn Property, and William Bay Property.

SECTION 2.7. As a condition precedent to this Agreement, the Village and Developer agree to enter into the Development Agreement attached hereto and incorporated herein as Exhibit 5.

SECTION 2.8. **Binding Agreement, Assignment.** This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the Village shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee.

SECTION 2.9. **Governing Law.** This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 2.10. **Counterpart Execution.** This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

SECTION 2.11. **Notices.** Any notice to be given or served upon any party hereto in connection with this Agreement shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery and (b) five (5) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the parties shall be sent to their addresses set forth below. Either party, by written notice to the other, may change its address to which notices are to be sent.

If to Developer: LAND & LAKES DEVELOPMENT CO.
ATTN: MARY MARGARET COWHEY
1400 E. TOUHY AVE.
SUITE 220
DES PLAINES, IL 60018

With copy to: CLAIR, THOMPSON AND POLLARD, S.C.
ATTN: CHARLES W. POLLARD
617 E. WALWORTH AVE
DELAN, WI 53115

If to Village: VILLAGE CLERK'S OFFICE
P.O. BOX 580
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

With copy to: VILLAGE ATTORNEY
ATTN: MARK A. SCHROEDER
CONSIGNY LAW FIRM, S.C.
303 EAST COURT STREET
JANESVILLE, WI 53545

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

VILLAGE OF WILLIAMS BAY, a Wisconsin
municipal Corporation (The "Village")

By: _____
William Duncan, Village President

Attest: _____
Tina Kolls, Village Clerk

APPROVAL OF VILLAGE BOARD

This Agreement was approved by the Village Board of the Village of Williams Bay by
Resolution dated the _____ day of _____, 2024

LAND & LAKES DEVELOPMENT CO.
(The "Developer")

By: _____
Mary Margaret Cowhey, its President

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Phone: 262-728-9196
E-mail: chadpollard@clairlaw.com

PREANNEXATION AGREEMENT

EXHIBIT 1

Legal Descriptions

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

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Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

PREANNEXATION AGREEMENT

EXHIBIT 2

Petition for Direct Annexation

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT OF
ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE
TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN, AND TOWN OF
LINN, WALWORTH COUNTY, WISCONSIN TO THE VILLAGE OF
WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN,
PURSUANT TO WIS. STAT. § 66.0217(2)**

TO: Village Board of Village of Williams Bay,
Walworth County, Wisconsin
c/o Tina Kolls, Village Clerk
Village Hall
250 Williams Street
Village of Williams Bay, WI 53191

Town Board of the Town of Geneva,
Walworth County, Wisconsin
c/o Debra Kirch, Town Clerk
Geneva Town Hall
N3496 Como Road
Lake Geneva, WI 53147

Town Board of the Town of Linn
Walworth County, Wisconsin
c/o Alyson Morris
Town Hall
W3728 Franklin Walsh St.
Zenda, WI 53195

Municipal Boundary Review
State of Wisconsin Department of Administration
P.O. Box 1645
Madison, WI 53701-1645

THIS PETITION of POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land & Lakes Development Co., an Illinois corporation ("Petitioner"), as the owner of record of all of the real property in the territory sought to be annexed, such territory being more particularly described below, does respectfully state, represent, and show to the Village Board as follows:

1. Petitioner, whose address is Land and Lakes Development, 1400 E. Touhy Avenue Suite 220, Des Plaines IL 60018, Attention: Mary Margaret Cowhey, is the sole owner of record of the real property in the territory sought to be annexed, such property being located in Section 31 of the Town of Geneva, Walworth County, Wisconsin, and Section 5 of the Town of Linn, Walworth County Wisconsin, and more particularly described in the attached **Exhibit A** incorporated herein ("Subject Territory").

2. Petitioner respectfully requests all of the Subject Territory be annexed to the Village of Williams Bay, Walworth County, Wisconsin.

3. Attached hereto as **Exhibit B** and incorporated herein by reference is a scale map of the Subject Territory, in accordance with the provisions of Wis. Stat. §§ 66.0217(2) and 66.0217(5).

4. No electors reside in the Subject Territory sought to be annexed hereunder. The current population of the Subject Territory sought to be annexed hereunder is zero (0).

5. Petitioner will cause this Petition, the legal description, and the scale map of the Subject Territory to be annexed to be filed with the Village Clerk of the Village of Williams Bay, Walworth County, Wisconsin, the Town Clerk of the Town of Geneva, Walworth County, Wisconsin, the Town Clerk of the Town of Linn, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, in accordance with the provisions of Wis. Stat. § 66.0217(2).

6. Petitioner requests the Subject Territory described herein be temporarily zoned as Suburban Residential (SF-3) Zoning District, in accordance with the attached **Exhibit C** incorporated herein. Petitioner's request for the assignment of temporary zoning is made pursuant to Wis. Stat § 66.0217(8).

7. Petitioner requests the Village of Williams Bay adopt an Annexation Ordinance, in substantial conformity with the attached **Exhibit D**, prior to any action by the village.

8. Petitioner believes this Petition and the Subject Territory sought to be annexed hereunder meet all legal requirements for annexation, and that such annexation is in the public interest.

Dated this ____ day of _____, 2024.

POPLAR RIDGE ESTATES DEVELOPMENT CO.,
an Illinois corporation, an affiliate of Land & Lakes
Development Co., an Illinois corporation

By: _____
Mary Margaret Cowhey, President

This instrument drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard IV
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Phone: 262-728-9196
E-mail: chadpollard@clairlaw.com

PETITION FOR DIRECT ANNEXATION

EXHIBIT A

Legal Descriptions

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

PETITION FOR DIRECT ANNEXATION

EXHIBIT B

Scale Maps

PETITION FOR DIRECT ANNEXATION

EXHIBIT C

Legal Description of Suburban Residential (SF-3) Zoning District

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

PETITION FOR DIRECT ANNEXATION

EXHIBIT D

Proposed Ordinance

AN ORDINANCE PROVIDING FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT OF ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN, AND TOWN OF LINN, WALWORTH COUNTY, TO THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN

WHEREAS, POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, and an affiliate of Land & Lakes Development Co., an Illinois corporation (“Petitioner”), has made and filed with the Village Clerk of the Village of Williams Bay (“Village”) a Petition for Direct Annexation by unanimous consent of electors and property owners of territory located in the Town of Geneva, Walworth County, Wisconsin, and Village of Williams Bay, Walworth County, Wisconsin, to the Village of Williams Bay, Walworth County, Wisconsin, pursuant to Wis. Stat. § 66.0217(2) (“Annexation Petition”), in the office of the Village Clerk for the Village of Williams Bay, Walworth County, Wisconsin, on the ____ day of _____, 2024, requesting the annexation to the Village of lands described in **Exhibit A** attached hereto and incorporated herein by reference (“Subject Territory”), which such lands are contiguous to the Village; and

WHEREAS, it appears by acknowledgment of receipt on file herein that Petitioner has filed a duplicate original of the Annexation Petition, including a legal description and scale map of the Subject Territory, with the Town Clerk of the Town of Geneva, Walworth County, Wisconsin, Town of Linn, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, within five (5) days after filing the Annexation Petition with the Village Clerk; and

WHEREAS, it further appears that all of the requirements of Wis. Stat. § 66.0217(2) have been fully complied with, and that the State of Wisconsin, Department of Administration, has reviewed the proposed annexation and, by letter, found it to be in the public interest, and said letter has been duly considered and reviewed by the Village and/or the Village’s Counsel; and

WHEREAS, the proposed annexation was referred to the Plan Commission of the Village, and said Plan Commission has recommended annexing the Subject Territory to the Village; and

WHEREAS, the Village Board of the Village of Williams Bay, Walworth County, Wisconsin, makes the following findings with respect to the Subject Territory to be annexed:

- a. That the annexation of the Subject Territory proposed to be annexed to the Village of Williams Bay, Walworth County, Wisconsin, is in the best interest of the Village.
- b. That the annexation of the Subject Territory proposed to be annexed will enable the Village to regulate and control development of these lands which are contiguous to the Village.
- c. That, upon annexation, the Subject Territory shall be temporarily zoned pursuant to Wis. Stat: § 66.0217(8) in the Suburban Residential (SF-3) Zoning District, in accordance with the attached **Exhibit B** incorporated herein;

- d. That the annexation of the Subject Territory does not create a Town island under the provisions of Wis. Stat. § 66.0221.
- e. That the Village is in need of additional lands suitable for single-family residential development.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, Walworth County, Wisconsin, does ordain as follows:

1. Those lands comprising the Subject Territory to be annexed, as described in Exhibit A attached hereto and incorporated herein by reference, be, and the same hereby are, annexed to the Village of Williams Bay, Walworth County, Wisconsin.
2. Those lands comprising the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. § 66.0217(8) in the Suburban Residential (SF-3) Zoning District, in accordance with the attached Exhibit B incorporated herein.
3. Those lands comprising the Subject Territory shall be included within Supervisory District 7.
4. This Ordinance, and the annexation hereby effected, shall be in full force and effect from and after its passing and posting.
5. The Village Clerk shall immediately, after the final enactment hereof, file such certified copies with all parties as required by State Statute to be so served.
6. All ordinances or parts of ordinances inconsistent with or contravening the provisions of this Ordinance are hereby repealed.

Adopted, passed, and approved by the Village Board of the Village of Williams Bay, Walworth County, Wisconsin, this _____ day of _____, 2024.

William Duncan, Village President

ATTEST:

Tina Kolls, Village Clerk

1st Reading _____
2nd Reading _____
Adopted _____
Published _____

APPROVED AS TO FORM:

Mark A. Schroeder, Village Attorney

ORDINANCE FOR DIRECT ANNEXATION

EXHIBIT A

Legal Descriptions

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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ORDINANCE FOR DIRECT ANNEXATION

EXHIBIT B

Suburban Residential (SF-3) Zoning District

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

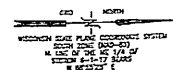
PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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PREANNEXATION AGREEMENT

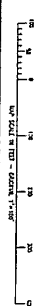
EXHIBIT 3-1

Town of Geneva
Annexation Map

PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN



 LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY
 LANDS CURRENTLY IN THE TOWN OF LIRR
 LANDS CURRENTLY IN THE TOWN OF GENEVA



SEE SHEET 2 FOR LIST OF ABUTTERS

[illegible]

TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN

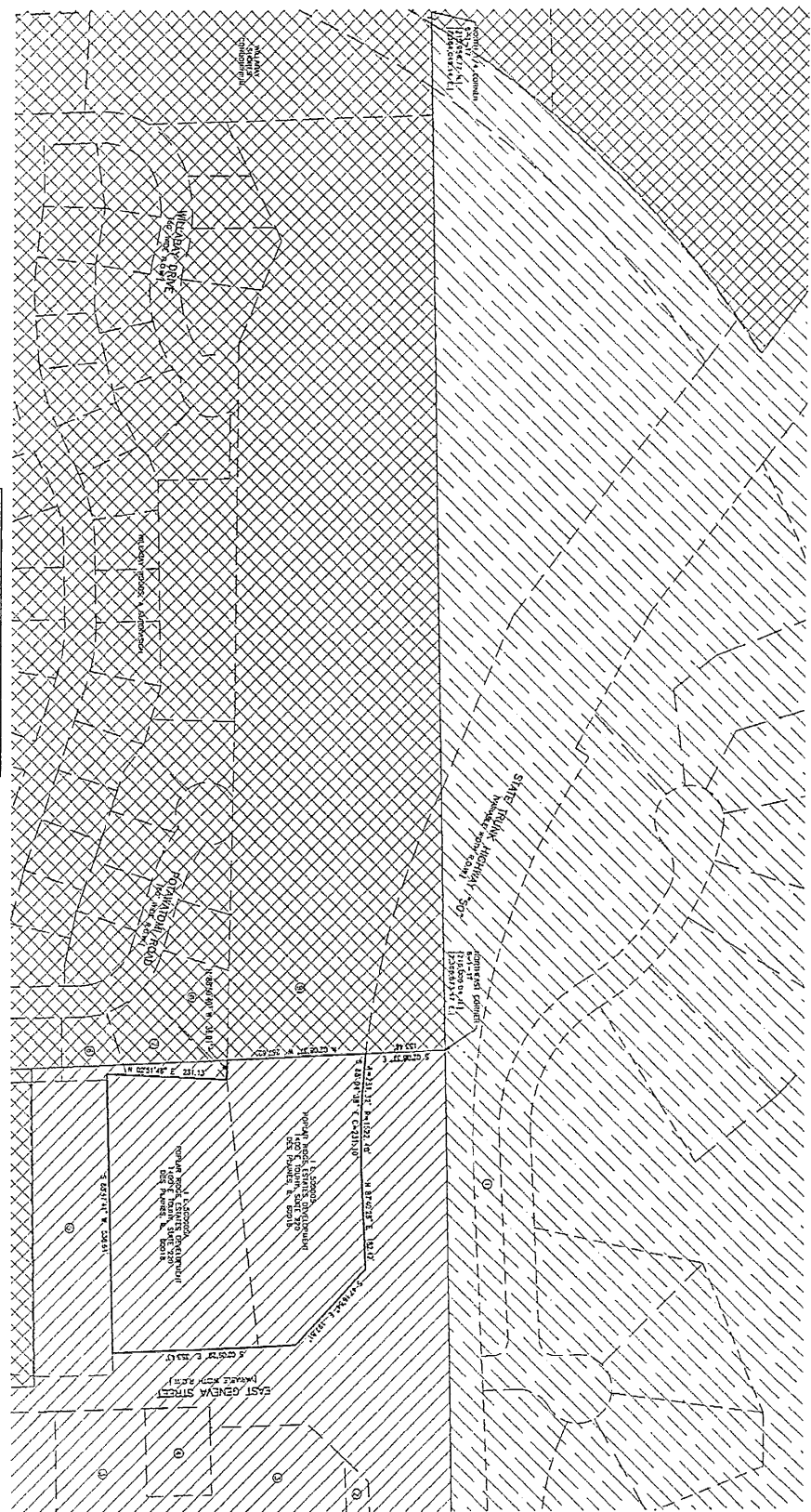
PREANNEXATION AGREEMENT

EXHIBIT 3-2

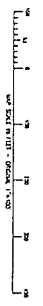
Town of Linn
Annexation Map

ANNEXATION MAP

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 20, T20N, R10E, S12E, WISCONSIN



- CNR DIVISION INFORMATION PER WALWORTH COUNTY GIS MAPPING**
- LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY
 - LANDS CURRENTLY IN THE TOWN OF LINN
 - LANDS CURRENTLY IN THE TOWN OF GENEVA



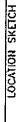
PREANNEXATION AGREEMENT

EXHIBIT 4

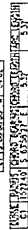
Preliminary Plat

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, PART OF THE NE 1/4 AND NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST, AND PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, ALL IN THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN

FROM DISSEMINATION



55-1 SUPERMAN RESIDENTIAL DISTRICT ZONING REQUIREMENTS



ORDER. OUTLOTS 1 AND 2 SHALL BE CONVEYED TO MANORLAND BY THE ASSOCIATION AS PUBLIC WALKWAYS ESSENTIAL AND NECESSARY FOR THE PROTECTION OF THE PUBLIC INTERESTS OF THE PEOPLE OF THE COUNTY OF MANORLAND. OUTLOTS 3 AND 4 SHALL BE CONVEYED AND MANHOLED BY THE HOMEOWNERS ASSOCIATION AS SLOTTED WATER MANHOLE AT TWO MANHOLE PITS. OUTLOT 5 SHALL BE DEDICATED TO THE PUBLIC AS AN EMERGENCY ACCESS AREA. OUTLOTS 6 AND 7 SHALL BE OWNED AND MANHOLED BY THE HOMEOWNERS ASSOCIATION AS SLOTTED WATER MANHOLE PITS. ALL PROPOSED LOTS SHOWN ARE AT LEAST 6' WIDE AT THE SHIRT AND PLEAT AND STITCHES POINT.

MOST OF THE EMBANKMENT SHOWN WAS TAKEN FROM MANORLAND COUNTY DUES DATA.

O = FOUND JUST WEST STAKE
 O = FOUND FROM REAR STAKE
 U = FOUND COBILITY MONUMENT
 S = SET FROM REAR STAKE
 O = UTILITY POLE LOCATED
 M = UTILITY BOX LOCATED
 W = WOODLAND PRESERVATION EASEMENT
 X' S.E. = SANITARY SEWER EASEMENT
 X' W.E. = WATERLINE EASEMENT
 X' D.E. = DRAINAGE EASEMENT
 = WOODLAND PRESERVATION EASEMENT
 X' U.E. = UTILITY EASEMENT

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 ROCKWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2028
FAX: (262) 723-5866

HERBERT CEMETRY THAT THIS PRESENTMENT PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE BOUNDARY OF PROPOSED WELSHLY LIFEDOMS, A SUBDIVISION AND THE PROPOSED LAND DIVISION IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS FOR THE VILLAGE OF WELSHLY, BY THE DESIR OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

CHRISTOPHER A. HODGES RLS 2760

PREANNEXATION AGREEMENT

EXHIBIT 5

Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2024, between the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin (“Village”) and LAND & LAKES DEVELOPMENT CO., an Illinois corporation, or its assigns (“Developer”).

RECITALS

WHEREAS, the Village is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. Ch. 61, with authority to enter into this Agreement under its zoning and annexation ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, the Developer is the owner of certain real property located in the Village, known as Walworth County Tax Key Parcel No. WWUP 00084 (“Williams Bay Property”), certain real property located in the Town of Geneva, known as Walworth County Tax Key Parcel No. J G 3100009A (“Geneva Property”), and certain real property located in the Town of Linn, known as Walworth County Tax Key Parcel Nos. I L 500005 and I L 50005A (“Linn Property”), more particularly described on **Exhibit 1** incorporated herein (collectively “Willabay Meadows”); and

WHEREAS, the Developer and the Village desire that the Geneva Property and Linn Property be annexed to the Village pursuant to the Petition for Direct Annexation by Unanimous Written Consent of Electors and Property Owners attached hereto as **Exhibit 2** and incorporated herein by reference (“Petition”) as depicted on certain Annexation Maps dated 12/03/2021 attached hereto as **Exhibit 3-1 and 3-2** and incorporated herein by reference (“Annexation Maps”); and

WHEREAS, the Developer desires to develop Willabay Meadows as a fully integrated, residential development of approximately forty-two (42) single family lots ranging in size from approximately fourteen thousand (14,000) square feet to forty thousand (40,000) square feet pursuant to the preliminary plat (attached hereto as **Exhibit 4-1** dated 5-24-2024 and preliminary engineering plans prepared by Farris, Hansen & Associates, Inc. dated 12-02-2020 (Revised 6-10-2024) attached hereto as **Exhibit 4-2** and incorporated herein (“Preliminary Engineering Plans”), which plans shall be updated, revised, reviewed and approved by the Village Engineer prior to the recording of the final plat to be attached hereto and incorporated herein as **Exhibit 4-3** upon completion by the Developer and review and approval by the Village Engineer (“Final Engineering Plans”) (collectively, “Engineering Plans”). Final Engineering Plans which are in substantially consistent with the approved Preliminary Engineering Plans shall not be rejected nor shall unreasonable modifications be requested that substantially depart from the Preliminary Engineering Plans approved on or before the date of this Agreement; and

WHEREAS, the Village intends to repair, replace or expand an existing lift station located at Harris Road and downstream 8-inch sewage force main between Harris Road and Elkhorn Road to service nearly half of the properties within the Village, including Willabay Meadows (“Existing Lift Station”), which the Developer shall be responsible for its proportionate share of capital costs of the project based upon the number of lots in Willabay Meadows divided by the total number of residences to be served by the lift station improvements at the date of this Agreement, as provided for in the Sanitary Sewer Improvements Agreement attached hereto as **Exhibit 5** and incorporated

herein. The proposed repaired, replaced or expanded Existing Lift Station (the “Proposed Lift Station”) is more particularly described and/or depicted in the Sanitary Sewer Improvements Agreement, which is attached as Exhibit 5 to this Agreement; and

WHEREAS, the Developer desires to protect and sustain forest land, a conservation easement shall be placed against certain lots within Willabay Meadows as provided for in the Woodland Preservation Easement attached hereto as **Exhibit 6** and incorporated herein; and

WHEREAS, the Developer desires to utilize the land in an aesthetically pleasing residential environment, the Developer shall record with the Walworth County Register of Deeds a Declaration of Covenants, Conditions and Restrictions substantially in the form attached hereto as **Exhibit 7** and incorporated herein (“Covenants”); and

WHEREAS, the Developer desires that the temporary and permanent zoning of Willabay Meadows shall be: SF-3 Suburban Residential District; and

WHEREAS, Willabay Meadows conforms to the Village’s 2023 Comprehensive Master Plan, projecting Planned Neighborhood, including Single-Family Residential (Low, Medium, Small Lot) uses for Willabay Meadows; and

WHEREAS, the Village and Developer desire to enter into this Agreement; and

NOW, THEREFORE, the Village and Developer agree to the following:

SECTION 1 RESTATEMENT OF RECITALS

SECTION 1.1. **Recitals Incorporated.** The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

SECTION 2 PUBLIC AND PRIVATE IMPROVEMENTS

SECTION 2.1. **Construction Schedule.** Willabay Meadows is designed as a single-family development in which all underground infrastructure improvements are planned to be installed in a single construction stage. The Developer may propose construction stages on the final engineering plans and final plat. The construction schedule will conform to the final engineering plans, include record information on the completed work, and require Village approvals. As Willabay Meadows proceeds, the Developer will install all necessary infrastructure, including streets, sanitary sewer and related facilities, public water mains and related facilities, and storm water management system facilities as may be necessary to serve each individual lot so undertaken as specifically shown and approved on the Final Engineering Plans (collectively, “improvements”) within six (6) years of construction commencement, subject to extension upon written request to the Village, which request shall set forth the reasons for such an extension. The Village shall not unreasonably withhold approval of extension of the Improvements, provided that the Developer continues to post financial surety for 110% of the cost of the improvements as more fully set forth in Section 7.4 of this Agreement. The Developer also shall be responsible for its proportionate share of capital costs of off-site sanitary sewer improvements as set forth in Exhibit 5. All Improvements shall comply with Village and state standards, to be reviewed and approved by the Village Engineer, as provided below. The sanitary sewer and related facilities, water mains and related facilities, and streets designated as public on the Engineering Plans, shall be dedicated and

conveyed or transferred to the Village pursuant to this Agreement. The sequence and order of Improvements shall be outlined in the Final Engineering Plans.

SECTION 2.2. **Contractors.** The Developer shall have the right to select and engage any contractors, subcontractors, suppliers, or vendors it deems appropriate for the construction, development, and completion of the Project. The Village agrees that it shall not impose any restrictions or conditions that would limit or otherwise interfere with the Developer's ability to select contractors and subcontractors of its choosing, provided that all selected parties are duly licensed and qualified under applicable local, state, and federal laws.

SECTION 2.3. **Improvements' Compliance with Engineering Plans.** The Developer will construct and complete, or cause to be constructed and completed, the Improvements for Willabay Meadows in a thorough, workmanlike, and substantial manner in every respect, to the satisfaction and approval of the Village Engineer, within the times specified herein and in accordance with the instructions and information contained in this Agreement, the performance bond, and the Final Engineering Plans reviewed and approved by the Village Engineer, all of which documents are hereby made a part of this Agreement and form the Agreement documents as fully as if the same were set forth at length herein. The Developer, however, shall not be considered in default of any of the terms, covenants, and conditions of this Agreement if the Developer fails to perform any of its obligations hereunder and such failure is caused, in whole or in part, by any act of God, weather conditions, strikes, labor shortages, fires, casualties, shortages of materials, work stoppages, pandemics, or other matters beyond the reasonable control of the Developer ("Force Majeure"). In the event that any matters set forth in this section delay the Developer's ability to timely perform its obligations under this Agreement, the date upon which said obligations were to be completed shall be extended for a like number of days.

SECTION 2.4. **Required Improvements.** The following are the Improvements which will be required by the Village of the Developer for Willabay Meadows. No improvements which are not specifically contained in this Agreement or the Final Engineering Plans shall be required to be installed by Developer or shall be required by the Village to be installed without the express consent of Developer, notwithstanding any new ordinances or any modifications to the ordinances or requirements of the Village from time to time. Until and unless Developer posts the Security, as provided in Section 7.4 hereof, and commences development, it shall have no obligation to install Improvements on any phase or otherwise develop such phase. Provided, however, that improvements not located in a phase being developed, but which are necessary to serve lots within that phase, shall be installed as part of the improvements for that phase. The Village represents and warrants to the Developer that adequate water and sewer shall be available for the lots as shown on the upon completion of the required Improvements.

- A. **Survey Monuments.** The Developer shall install survey monuments, placed in accordance with requirements of Wis. Stat. § 236.15.
- B. **Roads, Streets.**
 - 1. After the installation of temporary block corner monuments by the Developer, and establishment of street grades as set forth in the Final Engineering Plans, the Developer shall grade the right-of-way of all streets in accordance with the Final Engineering Plans.
 - 2. The right-of-way for all streets shall be 66 feet, as depicted on the Engineering Plans.
 - 3. All roads and streets depicted in the Engineering Plans, specifically Meadow Drive, shall be dedicated to the Village as public streets. The

foregoing notwithstanding, the emergency access road shall be held by the Developer as more fully described in Section 2.4.O. below.

4. After the installation of all utility and storm water management system Improvements, the Developer shall surface all roadways in dedicated streets to the widths as shown on the Final Engineering Plans. Said surfacing shall be done in accordance with the Final Engineering Plans. All public streets of Willabay Meadows shall have a street width of twenty-two feet (22'). All streets of Willabay Meadows shall have, at a minimum, a four (4.0") inch blacktop mat (bituminous concrete pavement), made up of a two and a half-inch binder course and a one-and-one-half-inch surface course, placed on a ten-inch-thick crushed stone base.
5. Rural street sections are approved. The Developer shall finish grade all shoulders and road ditches, install all necessary culverts at intersections and, if required, surface ditch inverts to prevent erosion and sedimentation in accordance with the Final Engineering Plans.
6. No occupancy permit within any phase will be issued until all Improvements are completed within such phase, as well as placement of the first lift of asphalt ("Binder Course"); provided, however, the occupancy permits for residential dwellings shall be issued by the Village prior to installation of the final layer of asphalt pavement surface course as provided in Section 7.2 below.
7. No traffic signal lights are required for any intersections of Willabay Meadows, except as may be required by WDOT permit.
8. In connection with the installation of public water mains in the turnarounds of the Willabay Drive and Potawatomi Road cul-de-sacs, Developer shall remove the "top 1 ½" of pavement in the entire turnaround by milling, and provide 4" of asphalt over areas where the existing pavement is removed for installation of the water main, and provide 1 ½ surface lift over the remaining area of the turnaround. Granular backfill is allowed over the water main, rather than the aggregate slurry material.

C. **Curb, Gutter, and Sidewalks.** Willabay Meadows is rural in nature and, therefore, no curb, gutter, or sidewalk installation shall be necessary as depicted in the Final Engineering Plans. Additionally, curb, gutter, and sidewalk installation is inappropriate as the adjacent subdivision Willabay Woods does not incorporate curb, gutter, or sidewalk installation.

D. **Sanitary Sewer System.**

1. The Developer shall construct the public sanitary sewer Improvements identified in the Final Engineering Plans to make adequate gravity sanitary sewerage service available to each lot within Willabay Meadows, except Lots 16-19 which will have first floor service and an ejector pump in the basement. The buyers of Lots 16-19 will be notified of this by the Developer. The size, type, and installation of all sanitary sewers and laterals to street right-of-way shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers.

2. The Developer shall televise the sanitary sewer system; repair any defects as determined by the Village Engineer and supply the digital copy of the video to the Village prior to issuance of building permits and acceptance of the improvements by the Village.
 3. As provided for in the Sanitary Sewer Improvements Agreement, the Village shall be responsible for upgrading, improving, or enlarging the Existing Lift Station. The Village shall conduct said work in a reasonable and efficient manner to allow the Developer to connect its public sanitary sewer Improvements to the Proposed Lift Station through existing sewer mains as provided for in the Final Engineering Plans and the Sanitary Sewer Improvements Agreement.
 4. The Village has approved a Utility Easement Agreement between the Village and Willabay Shores Condominium Association for sanitary sewer services. The agreement contains certain surface restoration requirements of the Village after construction of the sanitary improvements on parcels WUS 00001A and WUS 0038D, for which the Developer shall be responsible.
- E. **Storm Water Management System.** The Developer shall construct the storm water management system Improvements, which include catch basins and inlets, storm sewers, road ditches and open channels, detention/retention basins, and other water quality components as may be required for Willabay Meadows as set forth in the Final Engineering Plans. All such Improvements are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. The type of Improvements required, the design criteria, and the sizes and grades shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers, including the installation of fencing, if requested by the Village Engineer. The storm water management system Improvements shall be designed to present no hazard to life or property. Further, the detention basins in Outlot 3 will have a maximum depth of ten (10) feet. The size, type, and installation of all storm water drains and sewers proposed to be constructed shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers. The Village will not accept the Improvements until the storm water management system has been installed in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers and sediment removed from the construction activities. The ownership of outlots as depicted on the Engineering Plans and their maintenance shall be the responsibility of the Developer or the homeowners or condominium owners associations to be formed for the portions of Willabay Meadows served by such Improvements. If such associations fail to perform such maintenance, the Village, upon advance written notice to the associations, shall have the right of access to the storm water management system Improvements on outlots as depicted on the Engineering Plans for inspection, public drainage conveyance, and repairs. The Village shall have the right to assess the cost of any repairs to the Storm Water Management System as a special assessment against the homeowners or condominium owner's association and place such charges on the real estate property tax bill of each property owner serviced by the Storm Water Management System. If the association is not formed or becomes defunct, the charges will be charged on a pro rata basis against the individual property owners serviced by the Storm Water Management System and may be placed on their real estate property tax bill.

F. **Water Supply Facilities.**

1. The Developer shall construct public water mains as set forth in the Final Engineering Plans in such a manner as to make adequate water service available to each lot within Willabay Meadows. The size, type, and installation of all public water mains proposed to be constructed shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers. One service shall be installed for each lot to the right-of-way in accordance with Village Standards. The Developer agrees that the Village will not accept the public water supply Improvements for any phase until such Improvements have been installed in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers. The Developer shall grant necessary easements to the Village in a form acceptable to the Village for all sanitary sewer system Improvements and public water supply facilities placed outside the public right of way in the Willabay Meadows and same shall be dedicated to the Village as provided for in the Final Engineering. Such easements shall be recorded prior to recordation of the final plat.
2. Per State of Wisconsin requirements, Developer shall pressure test, leakage test and obtain clean water samples and repair any defects as determined by the Village Engineer, prior to acceptance of the Improvements by the Village.
3. As a part of phase 1, Developer shall extend the water main south to the south line of Lot 1 prior to dedication to the Village for future extension of services.

G. **Other Utilities.**

1. The Developer shall cause electrical power, natural gas, telephone facilities, and cable television service to be installed in such a manner as to make adequate service available to each lot in Willabay Meadows. All electrical power, natural gas, telephone facilities, and cable television service shall be located underground, where practicable.
2. Plans indicating proposed locations of all electrical power, natural gas, and telephone distribution and transmission lines required to service each phase of Willabay Meadows shall be reviewed and approved by the Village Engineer prior to final plat approval.

H. **Street Lamps.** The Developer shall pay to the Village the cost to install street lamps of a design approved by the Village Engineer, as designed and located on the Final Engineering Plans.

I. **Street Signs.** The Developer shall pay to the Village the cost to install street signs of a design approved by the Village Engineer. The signs shall include, but are not limited to, "no motorized vehicles" at each end of the limestone trails, and a sign stating "no motorized vehicles or bicycles beyond this point" to be placed on the Willabay Meadows side of the pedestrian walkway easement to Kishwauketoe Nature Conservancy.

J. **Street Trees.** The Developer shall plant street trees in the curb lawn at such spacing intervals and in such species as specified by Section 375.0813 of the Village

municipal code. Section 375.0813.A (the option to pay a fee in lieu of planting street trees) shall not apply. Further, Developer shall warranty street trees for one year after planting.

- K. **Sediment Control.** The Developer shall plant those grasses, trees, and vines, in such species and sizes specified by the Village, as necessary to prevent soil erosion and sedimentation. In addition:
1. The Village Board may require the Developer to provide or install certain protection and rehabilitation measures, such as fencing, sloping, seeding, riprap, revetments, erosion matting, and grade stabilization structures.
 2. Tree cutting and shrubbery clearing shall not exceed 50% of the lot or tract and shall be so conducted to prevent erosion and sedimentation; preserve and improve scenic qualities; and, during foliation, screen development from highway and abutting properties, however, no replacement of trees or shrubs shall be required.
 3. Earthmoving, such as grading, topsoil removal, mineral extraction, road cutting, excavation, ditching, and drain tile laying shall be so conducted as to prevent erosion and sedimentation and to least disturb the natural fauna, flora, and topography.
 4. Review of the conduct of such cutting, clearing and moving may be requested of the Walworth County Land Conservation Committee, the State District Fish and Game Managers, and the State District Forester by the Village Engineer or Village Plan Commission, as they deem appropriate.
- L. **Garages.** Lots in Willabay Meadows will conform to municipal code Sections 390.0315 I. 3 and/or 309.0315 I. 4. The foregoing notwithstanding, Willabay Meadows lot owners shall retain the right to apply for conditional use permits for other garage configurations.
- M. **Woodland Protection Areas.** In the interest of protecting and sustaining a healthy and sustainable forest, and a biologically diverse landscape supporting a full range of native flora and fauna, and limit aesthetic and ecological impacts, a conservation easement shall be placed upon sections of lots depicted as Woodland Preservation Easement on the Engineering Plans. The Woodland Preservation Easement shall be recorded against Willabay Meadows pursuant to the Covenants, as more specifically defined herein.
- N. **Public Site Fee.** Pursuant to Section 375.0709C of the Village Municipal Code, Developer shall pay \$750.00 for each proposed dwelling unit/lot within the Engineering Plans at the time of recording of the final plat to satisfy all public site and open space requirements of each lot with the Village.
- O. **Emergency Access.** A 20' wide emergency access drive to Highway 50 from Meadow Drive shall be designed and constructed by the Developer meeting WisDOT requirements at the cost of the Developer. The Developer, at its own cost, will install a gate at the Route 50 side of the emergency access drive which will be locked and accessible to emergency responders via a fire department approved Knox box. The Developer, then WMHOA (as defined in Section 3.1 hereof), shall hold, own, and maintain Outlot 5, including snow plowing of the emergency access drive contained thereon.

- P. **Walking Paths.** Developer shall design and construct three (3) walking paths with a maximum width of five (5) feet as follows: (a) Meadow Drive to Willabay Drive in the center of Outlot 2, (b) Meadow Drive to Potawatomi Road in the center of Outlot 1, and (c) Meadow Drive southwest along the south boundary of Outlot 3 and Developer shall be responsible to obtain easements to extend the walking path west to Kishwauketoe Nature Conservancy. The walking paths shall be developed as shown on the Preliminary and Final Engineering Plans owned and maintained by the Developer or Homeowner's Association and made available to the public. Provided, that the portion of any walking path not located within the subdivision will be adequately marked to identify its location. Each of the three walking paths in Willabay Meadows will be marked with signs prohibiting motorized vehicles. Developer agrees to cooperate with the Village in future relocations of the easement connecting to Kishwauketoe.

SECTION 2.5. **Engineering Plans.** The Village enters into this Agreement upon having reviewed and approved the Preliminary Engineering Plans, which plans shall be updated, revised, reviewed, and approved by the Village Engineer prior to the recording of the final plat upon completion by the Developer and completed review and approval by the Village Engineer as the Final Engineering Plans. The Village hereby agrees and acknowledges that Final Engineering Plans which are substantially consistent with the approved Preliminary Engineering Plans shall not be rejected nor shall unreasonable modifications be requested that substantially depart from the Preliminary Engineering Plans approved on or before the date of this Agreement.

SECTION 3 OUTLOT OWNERSHIP & MAINTENANCE

SECTION 3.1. **Homeowner's Association.** Developer shall organize Willabay Meadows Homeowner's Association ("WMHOA") under the laws of the State of Wisconsin to take ownership to outlots as depicted on the Engineering Plans and said outlots shall be transferred to WMHOA upon the turnover of the subdivision by the Developer. All maintenance of these outlots shall be the responsibility of the Developer or the WMHOA, whoever has ownership at the time. If for any reason Developer or WMHOA fails to perform such maintenance, the Village, upon advance written notice to either the Developer or WMHOA, whoever has ownership at the time, shall have the right of access to outlots as depicted on the Engineering Plans for inspection, public drainage conveyance, and repairs and any repairs made by the Village shall be special charges and assessed against the associations real estate tax bill or the property owner's real estate tax bill if no association exists.

SECTION 3.2 **Covenants, Conditions and Restrictions.** For the purposes of creating a desirable utilization of the land in an aesthetically pleasing residential environment, the Developer shall record with the Walworth County Register of Deeds a Declaration of Covenants, Conditions and Restrictions substantially in the form attached hereto as Exhibit 7, within a reasonable time after recordation of the final plat, but no later than prior to obtaining the first building permit for a lot in Willabay Meadows.

SECTION 4 PLANS

SECTION 4.1. **Plans on Site.** The Developer shall keep itself supplied with the Final Engineering Plans as may be amended by mutual agreement of the Village and Developer, and shall keep one

(1) copy thereof at the site of the work, in good order and available to the Village Engineer, or his or her inspectors, representatives, or agents.

SECTION 4.2. **Filing Plans.** At least two (2) complete copies of the Final Engineering Plans shall be filed with the Village Clerk, together with two (2) sets of the Final Engineering Plans, one (1) set each in digital format, of the Final Engineering Plans to the Village Engineer and the Public Works Director, and all such copies of the Final Engineering Plans shall remain the property of the Village.

SECTION 4.3. **Village Engineer Instruction.** The Village Engineer has reviewed and approved the Preliminary Engineering Plans, and upon approval of the Final Engineering Plans the Developer may proceed with the public Improvements on the subject phase of Willabay Meadows. All such drawings and additional instructions shall be consistent with this Agreement and reasonably inferable therefrom.

SECTION 4.4. **Conformity with Plans.** All Improvements shall be executed in conformity with the Final Engineering Plans. The Developer shall cause no work to be performed without proper drawings, plans, and specifications.

SECTION 4.5. **As Built Drawings and Geographical Information System (GIS).** The Developer shall file with the Village Engineer a complete set of "AS BUILT DRAWINGS," one (1) set each in digital format, for all of the Improvements under this Agreement upon the completion of the Improvements for Willabay Meadows. The Village Engineer will update the Village GIS system as part of the inspection of the public improvements.

SECTION 4.6. **Statement of Costs.** Developer shall furnish the Village with a statement of the total costs of the public improvements for the public streets, sanitary sewer system and water distribution system after completion and acceptance of the Improvements by the Village. The Village must collect this information for its accounting records and information it must report to state agencies such as the Public Service Commission.

SECTION 5 CONSTRUCTION AND INSPECTION

SECTION 5.1. **Commencement.** No construction, installation, or Improvements shall commence for each and any phase of Willabay Meadows until the Developer has made arrangements for all inspections to be completed and commencement authorized by the Village Engineer.

SECTION 5.2. **Inspection.** The Developer, prior to any work within each and any phase of Willabay Meadows, shall make arrangements with the Village to provide for inspection of public improvements during construction. The Village Engineer, and/or his or her inspector, shall inspect and approve all work on Improvements to assure that the Final Engineering Plans comply with the laws, ordinances and regulations of the Village (collectively, the "Code") and any other applicable governmental authority, subject to the provisions of this Agreement. The Village Engineer shall approve all work on all Improvements prior to release of the Security (as defined in Section 7.4 of this Agreement).

SECTION 5.3. **Access.** The Village Engineer, his or her inspectors, representatives, or agents, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the public Improvements are being carried on and conducted.

SECTION 5.4. **Assistance.** The Developer shall provide all assistance requested or required, including construction staking by its land surveyors for all construction, to carry out the work of supervision and inspection by the Village Engineer, his or her inspectors, representatives, or agents, for the subject phase of Willabay Meadows.

SECTION 5.5. **Responsibilities Not Relieved.** Inspection of the Improvements by the Village Engineer, his or her inspectors, representatives, or agents shall in no manner be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute the Developer as an agent of the Village. Developer shall have a continuing obligation to act in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers when constructing the Improvements until the Improvements are dedicated to and accepted by the Village.

SECTION 5.6. **Materials Inspection.** No materials of any kind shall be used in the public Improvements for any phase of Willabay Meadows until it has been inspected and accepted by the Village Engineer, or his or her inspector. All rejected materials shall be immediately removed from Willabay Meadows. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once, regardless of previous inspection. Inspection of materials shall be promptly made.

SECTION 5.7. **Request for Inspection.** Whenever the specifications, the instructions of the Village Engineer, the Code, or the laws, ordinances, or regulations of any public authority require work to be specifically approved, the Developer's contractor shall give the Village engineer timely notice of its readiness for inspection, and if the inspection is by another authority, shall inform the Village Engineer of the date fixed for such inspection.

SECTION 5.8. **Compliance with Laws.** The Developer and every contractor or person doing or contracting to do any work contemplated by this Agreement shall keep itself fully informed of all national and state laws and the Code in any manner affecting the Improvements for each and any phase of Willabay Meadows, and shall at all times observe and comply with such national and state laws and the Code regardless of whether such national and state laws and the Code are mentioned herein, and shall indemnify the Village, its officers, agents, and employees, against any claim or liability arising from or based on the violation of any national and state laws and the Code.

SECTION 5.9. **Permits.** The Developer shall secure, at its own expense, all necessary certificates and permits from the Village or other public authorities required in connection with the Improvements for each and any phase of Willabay Meadows, and shall give all notices required by law, ordinance, regulation and the Code.

SECTION 5.10. **Engineering Fees.** The Village will provide an estimate of engineering fees by its Village Engineer upon receipt of an estimated schedule and completion date from Developer from time to time upon request of the Developer but not to exceed more than once per year. The Developer shall pay to the Village the actual cost billed by the Village Engineer. The Developer shall not be responsible for engineering costs related to Proposed Lift Station, other than those engineering costs identified and included in Exhibit 5, Sanitary Sewer Improvements Agreement.

SECTION 6 PROTECTION OF WORK, PROPERTY, AND PERSONS

SECTION 6.1. **Safety Precautions.** The Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on each and any phase of Willabay Meadows. The Developer will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to, all

employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off Willabay Meadows, and other property at Willabay Meadows, or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction of each phase of Willabay Meadows.

SECTION 6.2. **No Nuisance.** The Developer shall provide all necessary privy accommodations for the use of its contractors and shall maintain the same in a clean and sanitary condition. The Developer shall not create or permit any nuisance to the public or to residents in the vicinity of the work on the subject phase of Willabay Meadows. There shall be no construction traffic accessing Willabay Meadows off Willabay Drive or Potawatomi Road. All construction access shall be from East Geneva Street.

The Developer may place two (2) “no construction traffic to Willabay Meadows” signs, including the Developer’s contact information at these points.

SECTION 6.3. **Safety Regulation Compliance.** The Developer will comply with all applicable safety laws, ordinances, rules, regulations, orders of any public body having jurisdiction, and the Code. The Developer will erect and maintain, as required by the conditions and progress of the work on the subject phase of Willabay Meadows, all necessary safeguards for safety and protection.

SECTION 7 TIME FOR COMPLETION OF WORK; SECURITY

SECTION 7.1. **Commencement.** It is anticipated that construction of the Improvements for the initial phase of Willabay Meadows will commence no later than eighteen (18) months year after final plat approval by the Village. The term of this Agreement (“Term”) shall expire on the earlier of (i) the date that the Developer completes construction of the Improvements for Willabay Meadows and has developed, constructed and sold the development, or (ii) the sixth (6th) anniversary date of commencement of construction of the Improvements; provided, however, that the Developer may seek extension as reasonably necessary to complete Willabay Meadows.

SECTION 7.2. **Final Lift.** The Village acknowledges and agrees that during the construction of each phase, the Developer may, but will not be required to, lay the final layer of asphalt pavement to avoid damage and account for settling as soon as it desires; provided, however, that said final layer shall be constructed within the earlier of (i) twenty-four (24) months of the time the Developer commences the construction of the phase, or (ii) the issuance of certificates of occupancy for seventy-five (75%) percent of the dwelling units within said phase. Prior to the installation of the final layer of asphalt pavement, the Developer shall repair all damaged road base and replace Binder Course as required by the Village Engineer. Developer may start construction of homes within a phase after the Binder Course within the phase has been installed. As the road construction continues, after the final layer of pavement is installed, each segment of the roadways shall be dedicated to the Village by the Developer upon its inspection and acceptance by the Village Engineer, pursuant to this Agreement. The Developer shall provide seven (7) days written notice to the Village Engineer prior to laying the final layer and the Village shall make its inspection and accept the dedication without delay.

SECTION 7.3. **Building Permits, Special Case of Model Homes.** No building permit will be issued to any lot within Willabay Meadows until the installation of sanitary sewer, water, electrical power, gas, and a binder course of asphalt base on the roadway adjacent to the parcel has been completed.

The foregoing sentence notwithstanding, the Developer may, subject to approval by the Village, its engineers, and the Village Building Inspector, construct up to four (4) single-family model homes within Willabay Meadows before the foregoing Improvements are constructed. The Village shall issue building permits to the Developer for such model homes upon the approval of the engineering drawings, the acceptance by the Village of the Security (as described in Section 7.4 below), and the Developer's filing of appropriate applications therefor, although the roadway and other Improvements located therein have not been constructed or installed. Occupancy permits, however, will not be granted to the Developer for such model homes until installation of the binder course after witness of the subgrade proof roll by the Village Engineer. The initial four (4) model homes may be used for marketing purposes only and may not be sold to the public until all connections to subdivision infrastructure are complete. None of the foregoing shall limit the Developer's right to construct additional model homes where the Improvements have been constructed.

SECTION 7.4. Security. To secure the completion of the Improvements required by the Final Engineering Plans, the Developer agrees to provide the Village with the following prior to construction:

A revocable letter of credit from a lending institution approved by the Village issued in favor of the Village, prior to the commencement of construction of each phase, in an amount equal to the cost of Improvements in such phase +10% in a form approved by the Village Engineer and Village Attorney. No construction shall commence on the phase until such letter of credit is on file with the Village. The letter of credit shall be an amount sufficient to pay any costs incurred by the Village for completion of Improvements. The letter of credit shall be released when the requirements of this Agreement are fulfilled or within the 12th month after final completion of Improvements for the phase, whichever comes later. The Developer shall provide the Village Engineer with a statement of costs projected for the phase, which shall be approved by the Village Engineer prior to furnishing a letter of credit. The amount of the letter of credit will be reduced by resolution of the Village Board in an amount reasonably proportionate to the cost of the Improvements that are paid for by the Developer, provided that the remaining letter of credit is sufficient to secure payment for any remaining Improvements required. The Developer agrees to provide the Village Engineer with a statement of costs of all Improvements for all costs associated with the completion of the phase, which costs shall be approved by the Village Engineer prior to the Village agreeing to reduce the letter of credit. Reductions in the letter of credit shall not be unreasonably withheld or delayed.

If at any time:

- (a) Developer is in default of any aspect of this Agreement, or
- (b) Developer does not complete the installation of Improvements within one year after commencement of the construction of the Improvements (except for the final lift of asphalt) unless extended by agreement or action of the Village Board, or
- (c) Developer fails to maintain an adequate letter of credit with the Village to pay the cost of uncompleted Improvements in the phase, or
- (d) the letter of credit on file with the Village is stated to expire within 60 days and in the reasonable judgment of the village engineer, the Improvements will not be accepted by the Village within such 60-day period in the same has not been extended, renewed or replaced upon the Village's request.

The Developer shall be deemed in default and the Village shall have the authority to draw upon the letter of credit provided that the Village shall first give Developer notice of such default and Developer shall fail to cure such default within 30 days after receipt of such notice unless such

cure cannot be completed within 30 days, in which case termination will not become effective so long as the Developer is in good faith diligently and expeditiously attempting to cure such breach, throughout such period, and shall receive additional 30 day extensions until such cure can be completed or is completed. Developer shall not be in default under the Force Majeure provisions provided for in Section 2.3. The lending institution providing the letter of credit shall pay to the Village any draw upon demand, and upon its failure to do so, in whole or in part, the Village shall be empowered, in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said completion or satisfaction costs, upon each and every lot in the subdivision payable in the next succeeding tax roll.

SECTION 7.5. Acceptance of Work. No act of the Village, of the Village Engineer, or of any representative of either, in inspecting the public Improvements of each and any phase of Willabay Meadows, or any extension of time for the completion of such Improvements, shall be regarded as an acceptance of such Improvements or any part thereof, or of materials used therein, either wholly or in part. Developer shall, without charge to the Village, upon completion of the Improvements, or upon completion by phases if installed in phases by this agreement, unconditionally give, grant, convey and fully dedicate the same to the Village forever, free and clear of all encumbrances whatever, each and every such Improvement, together with any and all necessary easements for access thereto as provided for in the Final Plat and Final Engineering. All easements will be recorded prior to recordation of final plat. Improvements in a phase will be accepted by the Village by separate resolution at such time as set Improvements are in acceptable form and according to Village specifications after the issuance of an appropriate letter of acceptance by the Village Engineer. Acceptance of the streets shall be made by the Village no later than six (6) months after the final course of asphalt is installed. Acceptance of the Improvements shall not be unreasonably withheld or delayed. The Village may refuse to accept an Improvement unless and until it conforms to generally accepted industry standards. All assignable guarantees or warranties for materials or workmanship which extend beyond the guarantee period shall be assigned by the Developer to the Village as beneficiary.

SECTION 7.6. Breach; Notice. Whenever any party to this Agreement alleges a default by the other, the party alleging the default shall provide written notice to the other specifying the nature of the default and the actions necessary to cure the default. If the alleged default is not cured within thirty (30) days after the defaulting party's receipt of such notice, or as specifically noted in the relevant provision, the non-defaulting party may take any one or more of the actions set forth below:

(a) The non-defaulting party may suspend its performance under this Agreement until it receives assurances from the defaulting party that the defaulting party will cure its default and continue its performance under this Agreement.

(b) The non-defaulting party may cancel and terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the defaulting party, including any actions to collect any payments due under this Agreement or to pursue any claims for monetary damages at law or to enforce performance and observance of any obligation, agreement, or covenant to the defaulting party under this Agreement.

The non-defaulting party may elect to take no such action, notwithstanding an event of default not having been cured within said thirty (30) day period, if the defaulting party provides the non-defaulting party with written assurances satisfactory to the non-defaulting party that the event of default will be cured as soon as reasonably possible. No notice of such election by the non-defaulting party shall be required. No waiver of any breach of this Agreement by the Village of

anyone acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

SECTION 8 RISK OF LOSS

SECTION 8.1. **Risk of Loss.** The risk of loss or damage of any kind whatsoever to materials stored on Willabay Meadows which are to be incorporated into any phase of Willabay Meadows, and the risk of damage or destruction to Willabay Meadows or any part thereof, at any time prior to the completion and acceptance of the public Improvements, is assumed by the Developer.

SECTION 9 DEVELOPER'S INSURANCE

SECTION 9.1. **Insurance.** The Developer shall not commence, or cause to be commenced, work on each and any phase of Willabay Meadows under this Agreement until it has obtained all insurance required under this subsection and has filed certificates thereof with the Village in the amounts set forth below.

SECTION 9.2. **Comprehensive General Liability and Property Damage Insurance Including Contractual Liability.** Unless provided otherwise by law, coverage shall protect the Developer, contractors, and subcontractor during the performance of work covered by this Agreement from claims for damages for personal injury, including contractual liability, insurance, death as well as claims for property damages and claims under Workers Compensation Acts, which may arise from operation under this Agreement, whether such operations be by the Developer or by any subcontractor or by anyone directly or indirectly employed by either of them in such a manner as to impose liability on the Village and the amounts of such insurance shall be subject to the following limits:

Bodily Injury Including Death (each accident)	\$2,000,000
Property Damage (each accident)	\$2,000,000

SECTION 9.3. **Comprehensive Automobile Liability and Property Insurance.** Operations of owned, hired, and non-owned motor vehicles:

Bodily Injury Including Death (each accident)	\$2,000,000
Property Damage (each accident)	\$2,000,000

SECTION 9.4. **Workers Compensation Insurance.** Workers compensation insurance shall be provided within the State statutory limits.

SECTION 9.5. **Additional Insureds.** The Developer shall name as additional insureds on its general liability policy the Village, its trustees, officers, agents and independent contractors, including Village Engineer, and give the Village a certificate evidencing such coverage.

SECTION 10 HOLD HARMLESS AND INDEMNITY AGREEMENT

SECTION 10.1. **Developer to be Responsible for Improvements, Facilities, and Appurtenances During Improvement Construction.** The Developer shall be fully responsible for all Improvements, facilities, and appurtenances thereto during the period of the construction of the Improvements and such damages as may occur to the Improvements, facilities, and appurtenances during this period shall be replaced or repaired by the Developer.

SECTION 10.2. **Village Held Harmless.** If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or his subcontractors or material men in their performance under this Agreement or from their failure to comply with any provisions of this Agreement or of law, the Developer shall indemnify and hold the Village, its officers, agents and employees harmless from any and all claims and judgments for damages and from costs and expenses to which the Village may be subjected or which it may suffer or incur by reasons thereof. In addition to and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Developer shall indemnify and hold harmless the Village, its officers, agents, and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever and whenever brought or obtained which in any manner results from or arise in the course of, or as a result of the performance of this Agreement and construction or operation of the Improvements covered hereby, the violation of any law or ordinance, the infringement of any patent, trademark, tradename, or copyright. The Developer is not an agent or employee of the Village.

SECTION 10.3. **Access to Construction Site.** Developer shall require its contractors, subcontractors, vendors, suppliers, and manufacturers to access the construction site, for the Improvements, from E. Geneva Street or Highway 50. Furthermore, Developer agrees to reimburse Village for the cost of repair of any existing Village streets where such repairs are necessitated by the construction activities carried out by or on behalf of Developer pursuant to this Agreement.

SECTION 11 MISCELLANEOUS

SECTION 11.1. **Complete Agreement, Amendment.** There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the Village and the Developer, other than as set forth herein, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless made in writing by the Village and the Developer and signed by them.

SECTION 11.2. **Conflicts with Codes and Ordinances of the Village.** Whenever the terms or provisions of this Agreement or any exhibits hereto, including the Petition, Annexation Maps, Engineering Plans, Sanitary Sewer Improvements Agreement, conflict with the terms and provisions of the Code or any ordinances of the Village, the terms and provisions of this Agreement shall prevail and control.

SECTION 11.3. **Cooperation with Permits, Easements.** The Village shall cooperate with the Developer in the Developer's endeavors to obtain required permits and approvals from all other governmental or quasi-governmental agencies or boards, whether federal, state, or local, with jurisdiction over any aspect or part of Willabay Meadows, which support and assistance shall also

extend to any public and private utility companies. The Village shall also cooperate with the Developer in obtaining all necessary easements and shall grant the Developer access to all Village owned rights-of-way to enable the Developer's provision of sanitary sewer, water service, natural gas service, telephone, cable television, and electrical service to Willabay Meadows, in accordance with the Petition, Annexation Maps, Engineering Plans and Sanitary System Improvements Agreement. Village shall process any applications and shall issue such permits in a timely manner subject to then existing workloads.

SECTION 11.4. **Assessment Pending Development.** The Village and Developer agree that Willabay Meadows shall be assessed as provided by law, including the assessment of property not yet improved.

SECTION 11.5. **Impact Fees.** It is understood that the Developer, and the Developer's successors and assigns, shall be required to pay all impact fees in accordance with the Code at such time as each future building connection is made. Impact fees for building connections within the Village shall be in accordance with the schedule in effect at the time the impact fee is paid. Developer shall be permitted to prepay any impact fees for all lots at the rate applicable to the date any fees are paid.

SECTION 11.6. **Codes and Fees.** Village and Developer agree that the fee to be paid for any permit or application filed with the Village shall be as is set forth in the then current fee schedule adopted by the Village.

SECTION 11.7. **Monotony Code.** To the extent not in conflict with any ordinance in existence as of the effective date of this Agreement which limits, governs or controls architectural style, colors, building materials or placement of homes on lots. "The Monotony Code Lot Restrictions Willabay Meadows ("The Monotony Code") attached hereto as **Exhibit 8** shall be applicable to houses built on Willabay Meadows, and The Monotony Code shall apply to all such homes. Developer may change or modify its Monotony Code with the written consent of the Village, which shall not be unreasonably withheld, conditioned or delayed.

SECTION 11.8. **Temporary Certificates of Occupancy.** Temporary certificates of occupancy shall be issued during periods of winter weather for residences when construction landscaping and other weather dependent improvements has not been completed. Provided, however, that all building requirements for the residence and all site work and grading have been completed.

SECTION 11.9. **Snowplowing of Streets.** The Village shall, at its cost, snowplow all dedicated streets after the issuance of the first occupancy permit.

SECTION 11.10. **Sale Trailers.** Developer shall be allowed to place and maintain trailers for use as a temporary sales office for homes to be constructed within Willabay Meadows. Such trailers may be used until permanent sale facilities are built by Developer.

SECTION 11.11. **Marketing Improvements.** Developer shall be permitted to install the following signage to be used for the marketing of homes on Willabay Meadows:

- A. The Developer shall be allowed to construct a sign off the East Geneva Street entrance to the property. The sign shall be in accordance with the size and other requirements of the Village of Williams Bay ordinance. Developer shall also be allowed to install temporary stick in signs on various lots which size shall not to exceed 30 inches height by 40 inches width. The Developer shall also be permitted to place a sign facing Highway 50 which shall not exceed 48 inches height by 72 inches width.

SECTION 11.12. **Maintenance of Detention Ponds.** The Covenants attached as Exhibit 7 and which will be recorded against Willabay Meadows, states that the WMHOA shall be responsible for "Maintenance, repair and replacement of detention and stormwater management areas located in outlots. Failure of the WMHOA to maintain or repair the storm water management areas shall cause the Village to maintain or repair same. The Village shall be entitled to recover the cost for such maintenance or repair by special charge to all subdivision lots on a per capita basis. The special charge shall include the cost of retaining the services of any third party to perform the maintenance or repair along with the cost of imposing the special charge.

SECTION 11.13. **Severability.** In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

SECTION 11.14. **Village Not Partner.** The Village does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

SECTION 11.15. **Captions.** This Agreement shall be construed without reference to titles of any sections or subsections hereof, which are inserted only for convenience.

SECTION 11.16. **Binding Agreement, Assignment.** This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the Village shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee; and, provided further, that such assignment shall not be effective unless and until the assignee satisfies the Village that it may succeed to the Security as provided under this Agreement, in such manner and form acceptable to the Village Attorney, or assignee provides a Security acceptable to the Village.

SECTION 11.17. **Governing Law.** This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 11.18. **Counterpart Execution.** This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

SECTION 11.19 **Notices.** Any notice to be given or served upon any party hereto in connection with this Agreement shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery and (b) five (5) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the parties shall be sent to their addresses set forth below. Either party, by written notice to the other, may change its address to which notices are to be sent.

If to Developer: LAND & LAKES DEVELOPMENT CO.
ATTN: MARY MARGARET COWHEY

1400 E. TOUHY AVE.
SUITE 220
DES PLAINES, IL 60018

With copy to: CLAIR, THOMPSON AND POLLARD, S.C.
ATTN: CHARLES W. POLLARD
617 E. WALWORTH AVE
DELAVER, WI 53115

If to Village: VILLAGE CLERK'S OFFICE
P.O. BOX 580
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

With copy to: VILLAGE ATTORNEY
ATTN: MARK A. SCHROEDER
CONSIGNY LAW FIRM, S.C.
303 EAST COURT STREET
JANESVILLE, WI 53545

SECTION 11.20 Public Improvements Corrections. Developer shall correct defects due to faulty materials or workmanship in any Improvement which appears within a period of one (1) year from the date of final completion of the Improvement, and shall pay for any damage resulting therefrom to Village property. Developer shall correct defects in the water main that do not meet the Standard Specifications for Sewer & Water Construction in Wisconsin (Sixth Edition) (SWS) and requirements set forth in NR 811, Subchapter X of the Wisconsin Administrative Code, which appear within a period of one (1) year from the date of final completion of the water main, and shall pay for any damages resulting therefrom to Village property. The Village may refuse to accept the water main unless and until it conforms to SWS and Wisconsin Administrative Code NR 811, Subchapter X. and Village standard material requirements. All guarantees or warranties for materials or workmanship which extend beyond the aforementioned guarantee shall be assigned by the Developer to the Village as beneficiary.

SECTION 12 SANITARY SEWER IMPROVEMENTS

SECTION 12.1 Sanitary Sewer Improvements. Certain sanitary sewer improvements, including repairing, replacing or expanding of the Existing Lift Station to fully service nearly half of the properties within the Village, including Willabay Meadows, are to be completed upon the agreed upon terms and conditions of the Sanitary Sewer Improvements Agreement attached as Exhibit 5.

SECTION 12.2 Developer's Share. The Developer shall be responsible for a total of One Hundred and Sixty Thousand Eight Hundred Seventy-Six (\$160,876) Dollars for its share of the Sanitary Sewer Improvements ("Developer's Share"), which shall be paid in increments of \$3,830.39 for each Lot. The Village shall notify the Developer, in writing, of the date of completion of the Sanitary Sewer Improvements. Developer shall, upon the latter to occur, (1) recordation of the final plat or (2) within sixty (60) days of the date of said written notice, pay to the Village the Developer's Share.

SECTION 12.3 Recordation of Memorandum of Agreement. The Village and Developer shall cause certain terms of the Sanitary Sewer Improvements Agreement to be recorded with the

Walworth County Register of Deeds substantially in the form attached hereto as **Exhibit 9** and incorporated herein (“Memorandum of Agreement”).

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

[Signatures Follow]

VILLAGE OF WILLIAMS BAY, a Wisconsin
municipal Corporation (The "Village")

By: _____
William Duncan, Village President

Attest: _____
Tina Kolls, Village Clerk

Subscribed and sworn to before me this
_____ day of _____, 20__.

Notary Public, _____ County, Wisconsin
My commission is permanent/expires: _____

APPROVAL OF VILLAGE BOARD

This Agreement was approved by the Village Board of the Village of Williams Bay by
Resolution dated the _____ day of _____, 20__.

LAND & LAKES DEVELOPMENT CO.
(The "Developer")

By: _____
Mary Margaret Cowhey, its Vice President

Subscribed and sworn to before me this
_____ day of _____, 20__.

Notary Public, _____ County, Wisconsin
My commission is permanent/expires: _____

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Phone: 262-728-9196
E-mail: chadpollard@clairlaw.com

DEVELOPMENT AGREEMENT

EXHIBIT LIST

Exhibit 1	Legal Description of the Property
Exhibit 2	Petition for Direct Annexation by Unanimous Written Consent
Exhibit 3-1	Annexation Maps (Town of Geneva) (2 Sheets)
Exhibit 3-2	Annexation Maps (Town of Linn) (1 Sheet)
Exhibit 4-1	Preliminary Plat
Exhibit 4-2	Preliminary Engineering Plans (4 sheets)
Exhibit 4-3	Final Engineering Plans (TBD)
Exhibit 5	Sanitary Sewer Improvements Agreement
Exhibit 6	Woodland Preservation Easement
Exhibit 7	Declaration of Covenants, Conditions and Restrictions
Exhibit 8	Monotony Code
Exhibit 9	Memorandum of Agreement

DEVELOPMENT AGREEMENT

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Exhibit 8	Monotony Code
Exhibit 9	Memorandum of Agreement

DEVELOPMENT AGREEMENT

EXHIBIT 1

Legal Descriptions

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC E, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

DEVELOPMENT AGREEMENT

EXHIBIT 2

Petition for Direct Annexation

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT OF
ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE
TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN, AND TOWN OF
LINN, WALWORTH COUNTY, WISCONSIN TO THE VILLAGE OF
WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN,
PURSUANT TO WIS. STAT. § 66.0217(2)**

TO: Village Board of Village of Williams Bay,
Walworth County, Wisconsin
c/o Tina Kolls, Village Clerk
Village Hall
250 Williams Street
Village of Williams Bay, WI 53191

Town Board of the Town of Geneva,
Walworth County, Wisconsin
c/o Debra Kirch, Town Clerk
Geneva Town Hall
N3496 Como Road
Lake Geneva, WI 53147

Town Board of the Town of Linn
Walworth County, Wisconsin
c/o Alyson Morris
Town Hall
W3728 Franklin Walsh St.
Zenda, WI 53195

Municipal Boundary Review
State of Wisconsin Department of Administration
P.O. Box 1645
Madison, WI 53701-1645

THIS PETITION of POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land & Lakes Development Co., an Illinois corporation ("Petitioner"), as the owner of record of all of the real property in the territory sought to be annexed, such territory being more particularly described below, does respectfully state, represent, and show to the Village Board as follows:

1. Petitioner, whose address is Land and Lakes Development, 1400 E. Touhy Avenue Suite 220, Des Plaines IL 60018, Attention: Mary Margaret Cowhey, is the sole owner of record of the real property in the territory sought to be annexed, such property being located in Section 31 of the Town of Geneva, Walworth County, Wisconsin, and Section 5 of the Town of Linn, Walworth County Wisconsin, and more particularly described in the attached **Exhibit A** incorporated herein ("Subject Territory").

2. Petitioner respectfully requests all of the Subject Territory be annexed to the Village of Williams Bay, Walworth County, Wisconsin.

3. Attached hereto as **Exhibit B** and incorporated herein by reference is a scale map of the Subject Territory, in accordance with the provisions of Wis. Stat. §§ 66.0217(2) and 66.0217(5).

4. No electors reside in the Subject Territory sought to be annexed hereunder. The current population of the Subject Territory sought to be annexed hereunder is zero (0).

5. Petitioner will cause this Petition, the legal description, and the scale map of the Subject Territory to be annexed to be filed with the Village Clerk of the Village of Williams Bay, Walworth County, Wisconsin, the Town Clerk of the Town of Geneva, Walworth County, Wisconsin, the Town Clerk of the Town of Linn, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, in accordance with the provisions of Wis. Stat. § 66.0217(2).

6. Petitioner requests the Subject Territory described herein be temporarily zoned as Suburban Residential (SF-3) Zoning District, in accordance with the attached **Exhibit C** incorporated herein. Petitioner's request for the assignment of temporary zoning is made pursuant to Wis. Stat § 66.0217(8).

7. Petitioner requests the Village of Williams Bay adopt an Annexation Ordinance, in substantial conformity with the attached **Exhibit D**, prior to any action by the village.

8. Petitioner believes this Petition and the Subject Territory sought to be annexed hereunder meet all legal requirements for annexation, and that such annexation is in the public interest.

Dated this ____ day of _____, 2024.

POPLAR RIDGE ESTATES DEVELOPMENT CO.,
an Illinois corporation, an affiliate of Land & Lakes
Development Co., an Illinois corporation

By: _____
Mary Margaret Cowhey, President

This instrument drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard IV
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Phone: 262-728-9196
E-mail: chadpollard@clairlaw.com

PETITION FOR DIRECT ANNEXATION

EXHIBIT A

Legal Descriptions

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

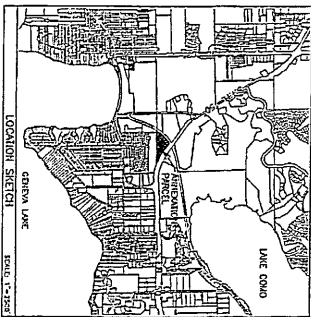
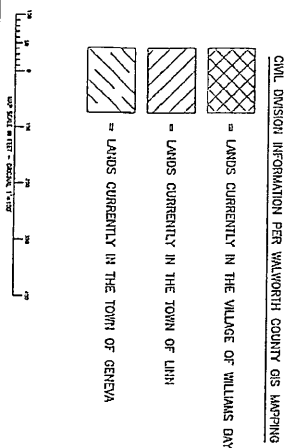
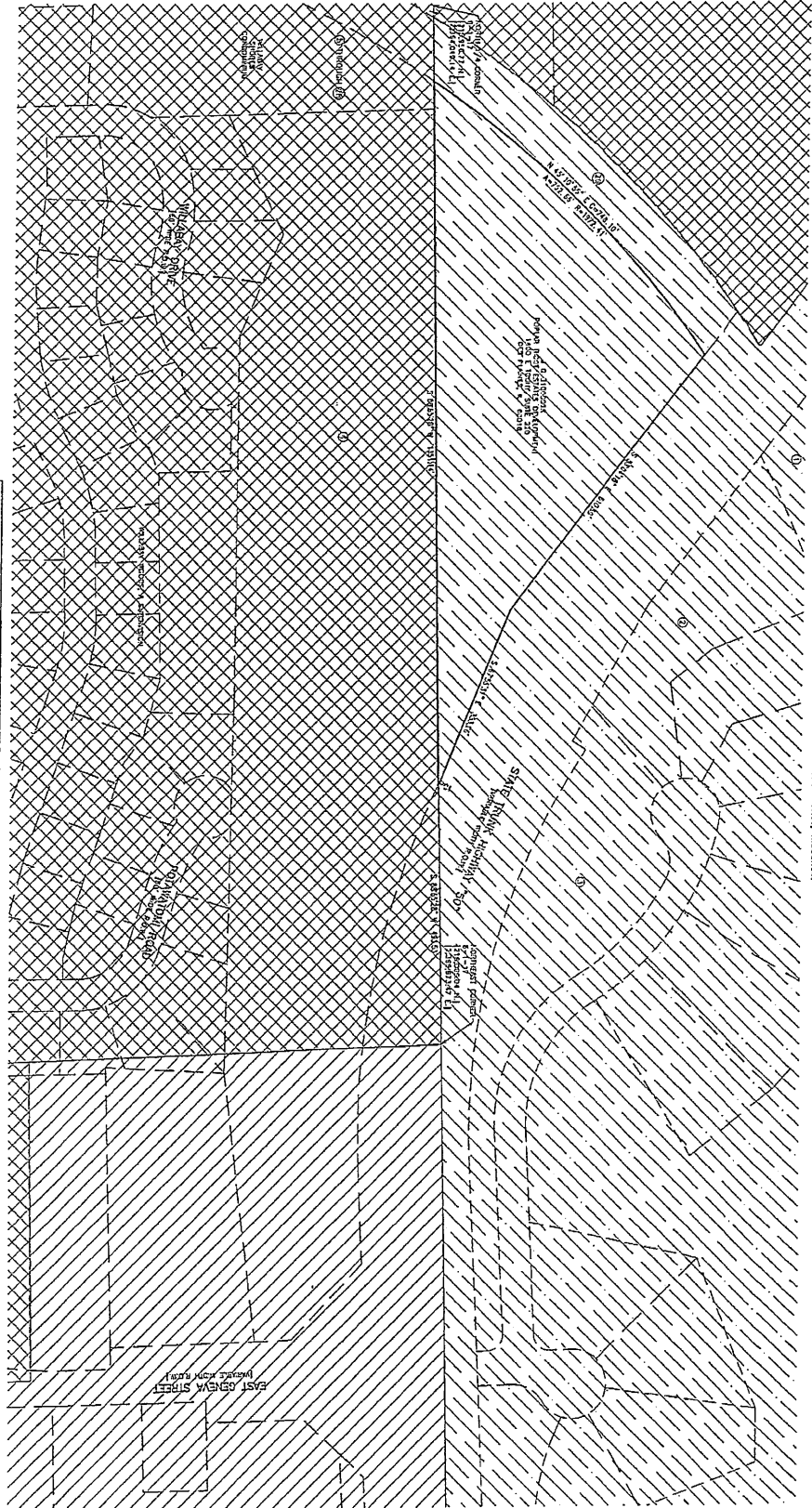
PETITION FOR DIRECT ANNEXATION

EXHIBIT B

Scale Maps

ANNEXATION MAP

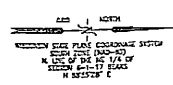
PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 34, TOWN 2 NORTH, RANGE 17 EAST, WALKORTH COUNTY, WISCONSIN



SEE SHEET 2 FOR LIST OF ADJUTERS

DATE: 12/03/2003
BY: J. HANSEN
CHECKED: J. HANSEN
APPROVED: J. HANSEN

DATA SOURCES: (SEE SHEET 2 FOR LIST OF ADJUTERS)
1. AERIAL PHOTOGRAPHY (1994, 2000, 2003)
2. WALWORTH COUNTY GIS DATA (2003)
3. TOWN OF GENEVA RECORDS (2003)
4. TOWN OF LINN RECORDS (2003)
5. TOWN OF WILLIAMS BAY RECORDS (2003)
6. U.S. GEOLOGICAL SURVEY (1994, 2000, 2003)
7. U.S. DEPARTMENT OF AGRICULTURE (1994, 2000, 2003)
8. U.S. ENVIRONMENTAL PROTECTION AGENCY (1994, 2000, 2003)
9. U.S. FISH AND WILDLIFE SERVICE (1994, 2000, 2003)
10. U.S. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (1994, 2000, 2003)
11. U.S. NATIONAL OCEANOGRAPHIC ADMINISTRATION (1994, 2000, 2003)
12. U.S. NATIONAL SCIENCE FOUNDATION (1994, 2000, 2003)
13. U.S. NATIONAL INTELLIGENCE AGENCY (1994, 2000, 2003)
14. U.S. NATIONAL ARCHIVES (1994, 2000, 2003)
15. U.S. NATIONAL LIBRARY OF MEDICINE (1994, 2000, 2003)
16. U.S. NATIONAL ARCHIVES (1994, 2000, 2003)
17. U.S. NATIONAL LIBRARY OF MEDICINE (1994, 2000, 2003)
18. U.S. NATIONAL ARCHIVES (1994, 2000, 2003)
19. U.S. NATIONAL LIBRARY OF MEDICINE (1994, 2000, 2003)
20. U.S. NATIONAL ARCHIVES (1994, 2000, 2003)



PETITION FOR DIRECT ANNEXATION

EXHIBIT C

**Legal Description of
Suburban Residential (SF-3) Zoning District**

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Lim Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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PETITION FOR DIRECT ANNEXATION

EXHIBIT D

Proposed Ordinance

AN ORDINANCE PROVIDING FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT OF ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN, AND TOWN OF LINN, WALWORTH COUNTY, TO THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN

WHEREAS, POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, and an affiliate of Land & Lakes Development Co., an Illinois corporation ("Petitioner"), has made and filed with the Village Clerk of the Village of Williams Bay ("Village") a Petition for Direct Annexation by unanimous consent of electors and property owners of territory located in the Town of Geneva, Walworth County, Wisconsin, and Village of Williams Bay, Walworth County, Wisconsin, to the Village of Williams Bay, Walworth County, Wisconsin, pursuant to Wis. Stat. § 66.0217(2) ("Annexation Petition"), in the office of the Village Clerk for the Village of Williams Bay, Walworth County, Wisconsin, on the ____ day of _____, 2024, requesting the annexation to the Village of lands described in **Exhibit A** attached hereto and incorporated herein by reference ("Subject Territory"), which such lands are contiguous to the Village; and

WHEREAS, it appears by acknowledgment of receipt on file herein that Petitioner has filed a duplicate original of the Annexation Petition, including a legal description and scale map of the Subject Territory, with the Town Clerk of the Town of Geneva, Walworth County, Wisconsin, Town of Linn, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, within five (5) days after filing the Annexation Petition with the Village Clerk; and

WHEREAS, it further appears that all of the requirements of Wis. Stat. § 66.0217(2) have been fully complied with, and that the State of Wisconsin, Department of Administration, has reviewed the proposed annexation and, by letter, found it to be in the public interest, and said letter has been duly considered and reviewed by the Village and/or the Village's Counsel; and

WHEREAS, the proposed annexation was referred to the Plan Commission of the Village, and said Plan Commission has recommended annexing the Subject Territory to the Village; and

WHEREAS, the Village Board of the Village of Williams Bay, Walworth County, Wisconsin, makes the following findings with respect to the Subject Territory to be annexed:

- a. That the annexation of the Subject Territory proposed to be annexed to the Village of Williams Bay, Walworth County, Wisconsin, is in the best interest of the Village.
- b. That the annexation of the Subject Territory proposed to be annexed will enable the Village to regulate and control development of these lands which are contiguous to the Village.
- c. That, upon annexation, the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. § 66.0217(8) in the Suburban Residential (SF-3) Zoning District, in accordance with the attached **Exhibit B** incorporated herein;

- d. That the annexation of the Subject Territory does not create a Town island under the provisions of Wis. Stat. § 66.0221.
- e. That the Village is in need of additional lands suitable for single-family residential development.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, Walworth County, Wisconsin, does ordain as follows:

1. Those lands comprising the Subject Territory to be annexed, as described in Exhibit A attached hereto and incorporated herein by reference, be, and the same hereby are, annexed to the Village of Williams Bay, Walworth County, Wisconsin.

2. Those lands comprising the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. § 66.0217(8) in the Suburban Residential (SF-3) Zoning District, in accordance with the attached Exhibit B incorporated herein.

3. Those lands comprising the Subject Territory shall be included within Supervisory District 7.

4. This Ordinance, and the annexation hereby effected, shall be in full force and effect from and after its passing and posting.

5. The Village Clerk shall immediately, after the final enactment hereof, file such certified copies with all parties as required by State Statute to be so served.

6. All ordinances or parts of ordinances inconsistent with or contravening the provisions of this Ordinance are hereby repealed.

Adopted, passed, and approved by the Village Board of the Village of Williams Bay, Walworth County, Wisconsin, this _____ day of _____, 2024.

William Duncan, Village President

ATTEST:

Tina Kolls, Village Clerk

1st Reading _____
2nd Reading _____
Adopted _____
Published _____

Page -2-

APPROVED AS TO FORM:

Mark A. Schroeder, Village Attorney

ORDINANCE FOR DIRECT ANNEXATION

EXHIBIT A

Legal Descriptions

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

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Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

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ORDINANCE FOR DIRECT ANNEXATION

EXHIBIT B

Suburban Residential (SF-3) Zoning District

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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Town of Linn Property

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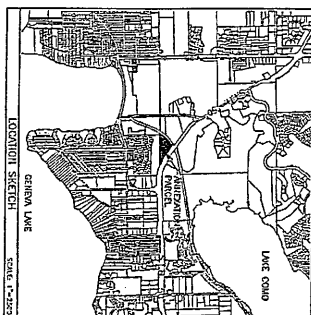
DEVELOPMENT AGREEMENT

EXHIBIT 3-1

Town of Geneva
Annexation Map

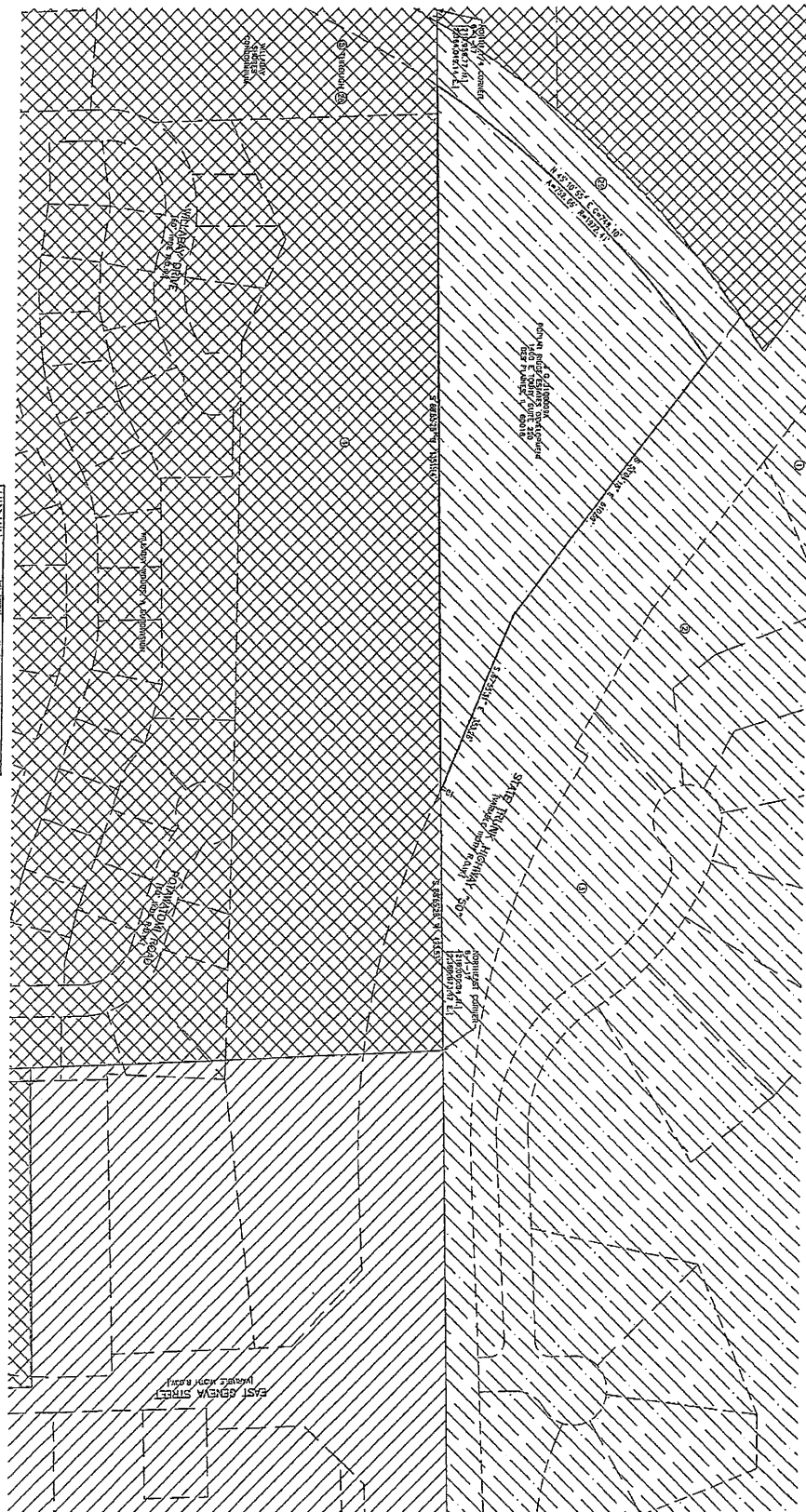
UNL. DIVISION INFORMATION PER WALWORTH COUNTY GIS. MAPING

	= LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY
	= LANDS CURRENTLY IN THE TOWN OF UNL
	= LANDS CURRENTLY IN THE TOWN OF GENEVA



SEE SHEET 2 FOR LIST OF ABUTTERS

CLUBS	MAJORS	CHAMP B&W	CHAMP U&W	CHAMP L&W
C1	1527.40	5 636.2	532	532



ANNEXATION MAP

PART OF THE SE 1/4 AND SW 1/4
OF THE SE 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST
WYOMING COUNTY, MISSOURI

MISSOURI STATE PLANE COORDINATE SYSTEM
SOUTH ZONE (MAD-83)
N. LINE OF THE NE 1/4 OF
SECTION 6-1-17 BEARS
Bearing S

[illegible]

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
EQUICAN, WISCONSIN 53121
OFFICE: (262) 723-2038 FAX: (262) 723-5656

- WORK ORDERED BY -
POPLAR RIDGE ESTATES DEVELOPMENT
1400 E TOUHY SUITE 220
DES PLAINES, IL 60018

ANNEXATION MAP

TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN

LIST OF ABBREVIATIONS

- [illegible]

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 ROCKEFOR COURT P.O. BOX 437
CLARK, WISCONSIN 53121
OFFICE: (262) 723-2028 FAX (262) 723-0054

- WORK ORDERED BY -
POPLAR RIDGE ESTATES DEVELOPMENT
1400 E TOLUHY SUITE 220
DES PLAINES, IL 60018

ANNEXATION MAP

TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN



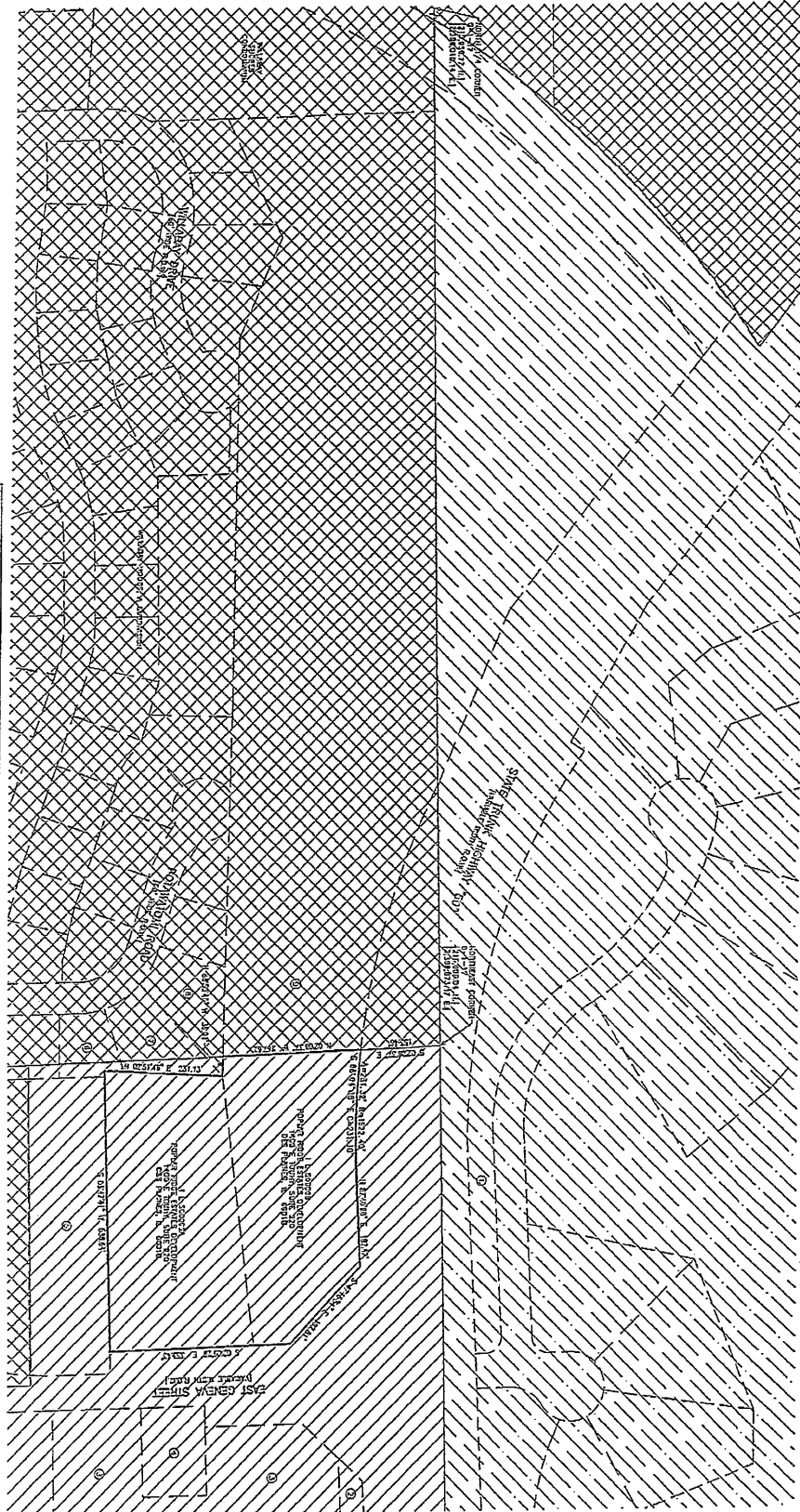
DEVELOPMENT AGREEMENT

EXHIBIT 3-2

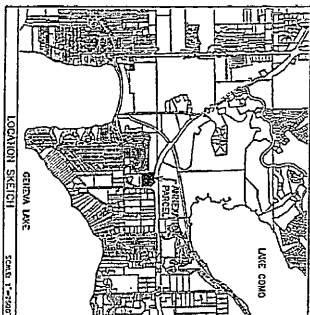
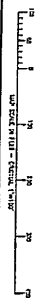
Town of Linn
Annexation Map

ANNEXATION MAP

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST,
WALKWORTH COUNTY, WISCONSIN

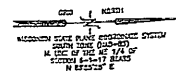


- CIVIL DIVISION INFORMATION PER WALKWORTH COUNTY GIS MAPPING**
- LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY
 - LANDS CURRENTLY IN THE TOWN OF LINN
 - LANDS CURRENTLY IN THE TOWN OF GENEVA



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FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 REDBUSH COURT P.O. BOX 437
CLAYTON, WISCONSIN 53121
OFFICE (262) 733-3259 FAX (262) 733-5856

WORK ORDERED BY -
POPLAR RIDGE ESTATES DEVELOPMENT
1400 E TOLUHY SUITE 220
DES PLAINES, IL 60018

ANNEXATION MAP
TOWN OF LINN, WALKWORTH COUNTY, WISCONSIN

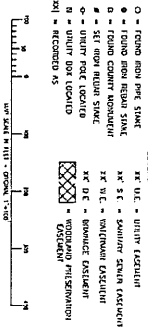
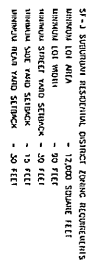


DEVELOPMENT AGREEMENT

EXHIBIT 4-1

Preliminary Plat

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, PART OF THE NE 1/4 AND NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST, AND PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, ALL IN THE VILLAGE OF WILLIAMS PAV, WALWORTH COUNTY, WISCONSIN

[illegible]

PLEASE CLIP AND MAIL TO THE PUBLISHER, DR. A. H. HINE AND ASSOCIATES, INC., 10000 W. 10TH AVENUE, SUITE 100, GLENDALE, ILL. 60138. MAIL TO: DR. A. H. HINE AND ASSOCIATES, INC., 10000 W. 10TH AVENUE, SUITE 100, GLENDALE, ILL. 60138. MAIL TO: DR. A. H. HINE AND ASSOCIATES, INC., 10000 W. 10TH AVENUE, SUITE 100, GLENDALE, ILL. 60138.

DATE: 05/24/2024

FARRIS, HASEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 MEDICAL CENTER, PO BOX 47
EASTERN, MISSOURI 63021
TEL (314) 331-5800
FAX (314) 331-5840

MAIL NO: 355411 DATE: 06/06/2024 PAGE: 1 OF 1

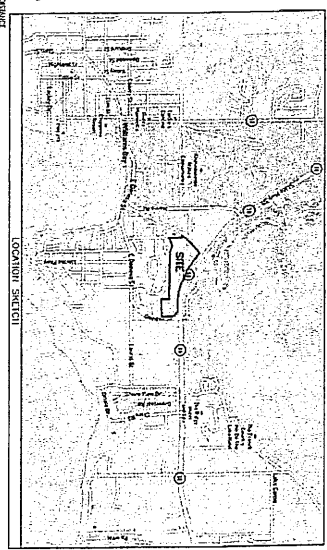
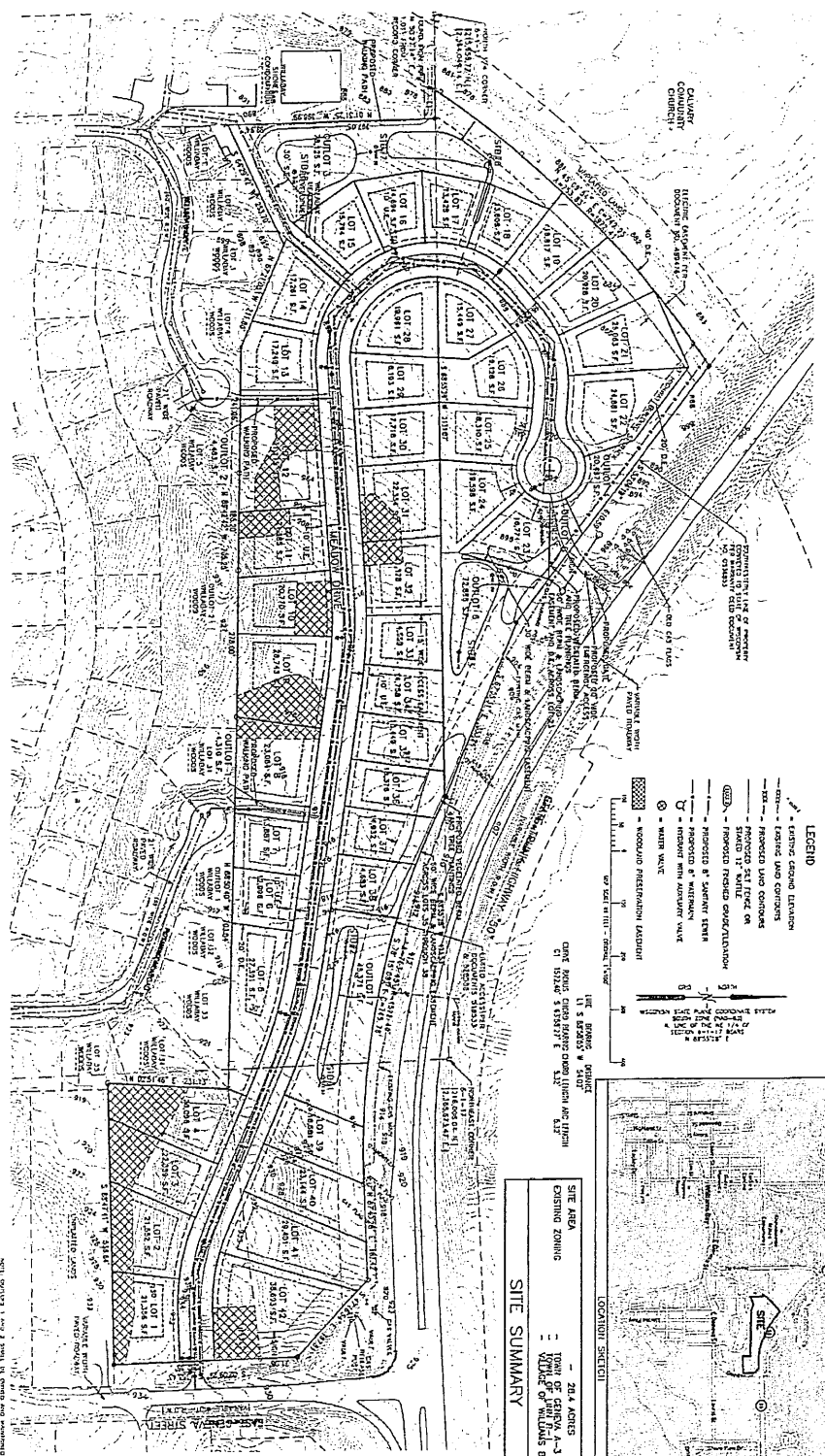
DEVELOPMENT AGREEMENT

EXHIBIT 4-2

Preliminary Engineering Plans

WILLABAY MEADOWS A SUBDIVISION PRELIMINARY ENGINEERING PLAN

PART OF THE 1/4, 1/2, 3/4, & 1/4 OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 17 EAST
COUNTY OF WILLAMETTE, OREGON



SITE SUMMARY

SITE AREA	20.4 ACRES
EXISTING ZONING	RESIDENTIAL SUBDIVISION
PROPOSED ZONING	RESIDENTIAL SUBDIVISION

SEQUENCE OF CONSTRUCTION

1. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
2. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. EROSION CONTROL MEASURES SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.
4. EROSION CONTROL MEASURES SHALL BE REPLACED WITH PERMANENT EROSION CONTROL MEASURES.
5. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
6. EROSION CONTROL MEASURES SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. EROSION CONTROL MEASURES SHALL BE REPLACED WITH PERMANENT EROSION CONTROL MEASURES.
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11. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
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13. EROSION CONTROL MEASURES SHALL BE REPLACED WITH PERMANENT EROSION CONTROL MEASURES.
14. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
15. EROSION CONTROL MEASURES SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.
16. EROSION CONTROL MEASURES SHALL BE REPLACED WITH PERMANENT EROSION CONTROL MEASURES.
17. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
18. EROSION CONTROL MEASURES SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.
19. EROSION CONTROL MEASURES SHALL BE REPLACED WITH PERMANENT EROSION CONTROL MEASURES.
20. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

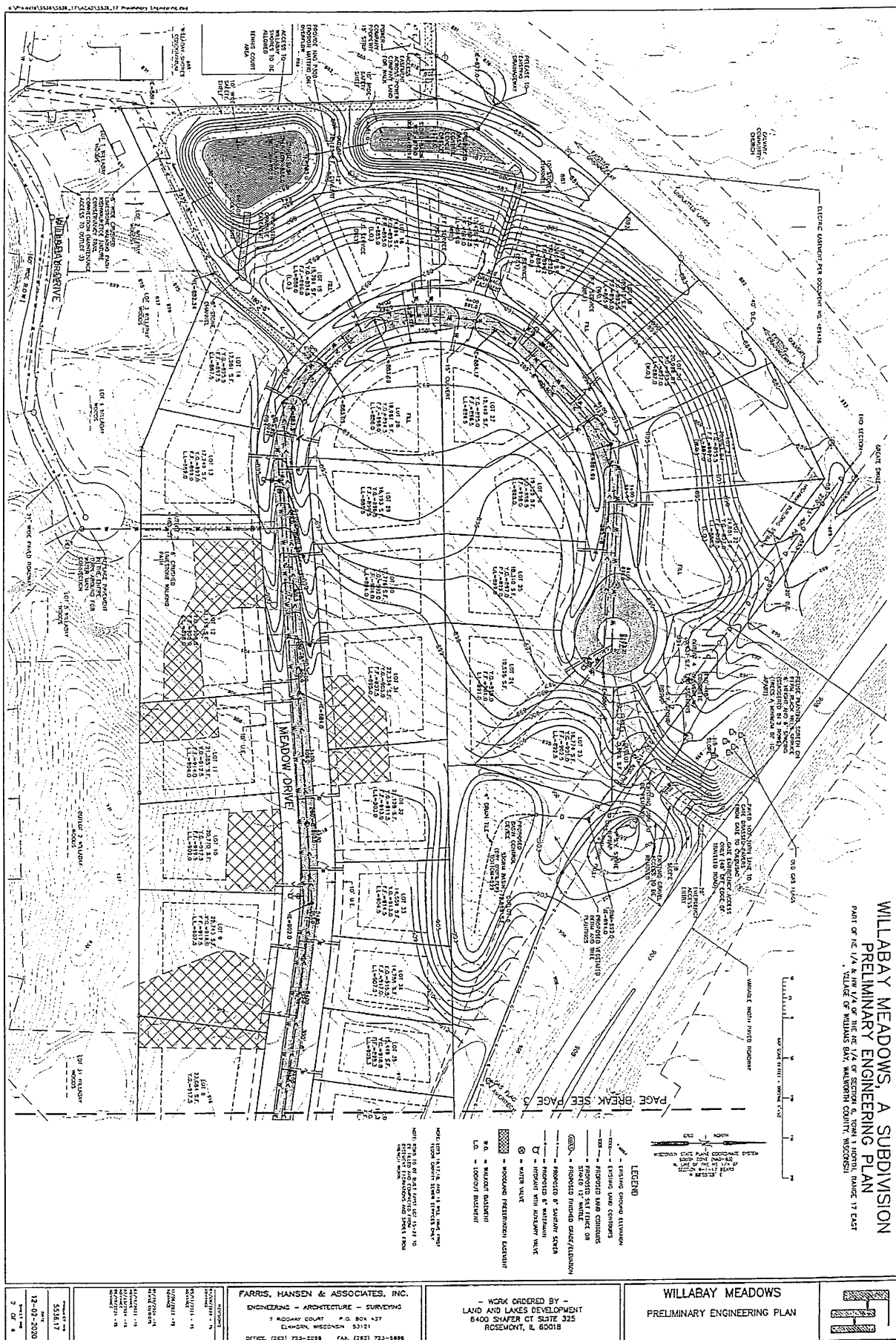
SOIL BORINGS

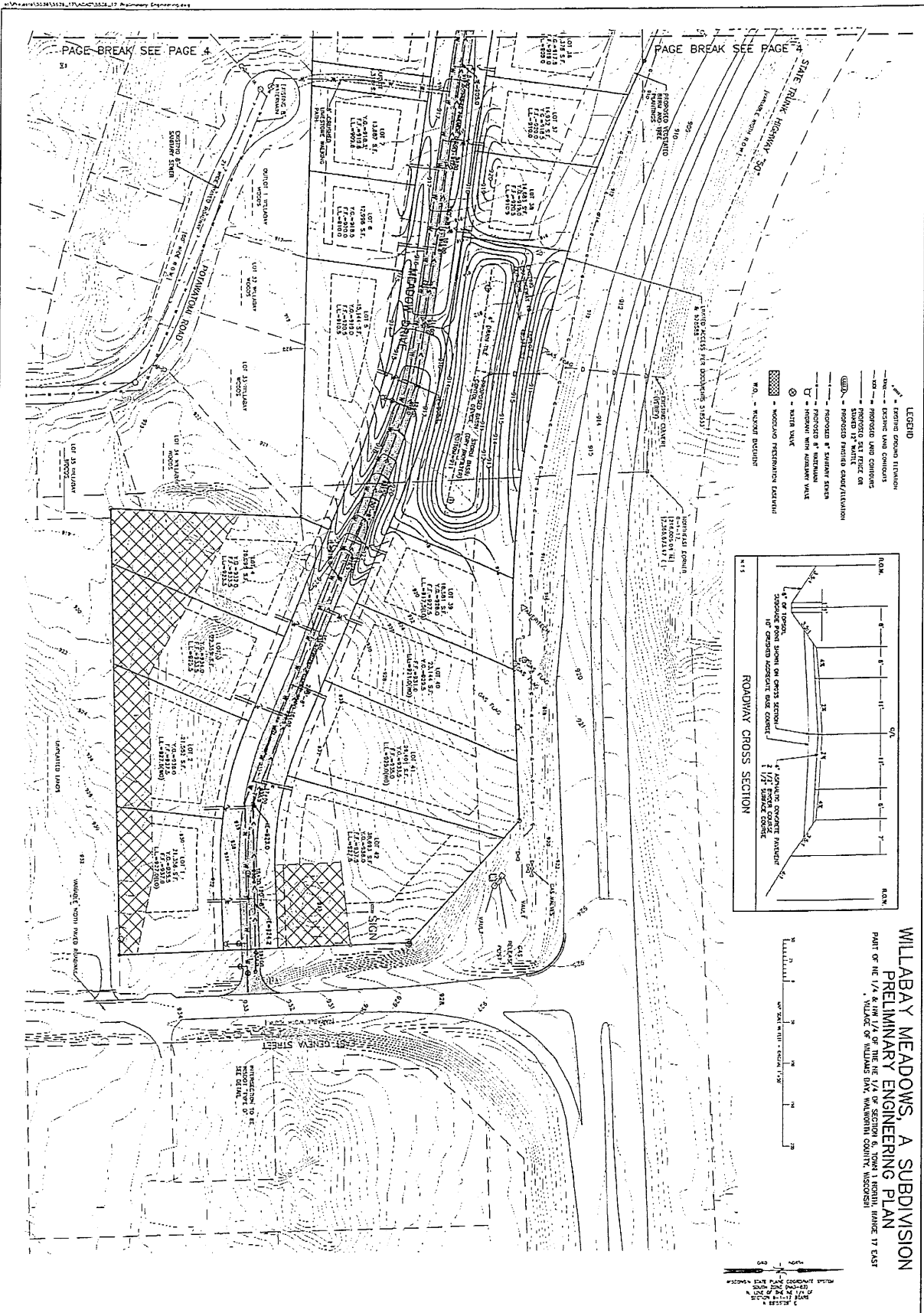
BORING	DEPTH	SOIL TYPE
SB1	0-10'	SILT CLAY LOAM
SB2	0-10'	SILT CLAY LOAM
SB3	0-10'	SILT CLAY LOAM
SB4	0-10'	SILT CLAY LOAM
SB5	0-10'	SILT CLAY LOAM
SB6	0-10'	SILT CLAY LOAM
SB7	0-10'	SILT CLAY LOAM
SB8	0-10'	SILT CLAY LOAM
SB9	0-10'	SILT CLAY LOAM
SB10	0-10'	SILT CLAY LOAM
SB11	0-10'	SILT CLAY LOAM
SB12	0-10'	SILT CLAY LOAM
SB13	0-10'	SILT CLAY LOAM
SB14	0-10'	SILT CLAY LOAM
SB15	0-10'	SILT CLAY LOAM
SB16	0-10'	SILT CLAY LOAM
SB17	0-10'	SILT CLAY LOAM
SB18	0-10'	SILT CLAY LOAM
SB19	0-10'	SILT CLAY LOAM
SB20	0-10'	SILT CLAY LOAM

INDEX OF SHEETS

SHEET	DESCRIPTION
SHEET 1	OVERALL SITE DEVELOPMENT PLAN
SHEETS 2-3	DETAILED SITE GRADING, DRAINAGE & EROSION CONTROL PLANS
SHEET 4	PROPOSED CONNECTION TO EXISTING SANITARY SEWER

FARRIS, HANSEN & ASSOCIATES, INC. ENGINEERS - ARCHITECTURE - SURVEYING 7 RUDOLPH COURT P.O. BOX 437 EASTON, WISCONSIN 53121 OFFICE (262) 723-2058 FAX (262) 723-5588	WORK ORDERED BY - LAND AND LAKE DEVELOPMENT 6400 SHAFER CT SUITE 325 ROSEMONT, IL 60018	WILLABAY MEADOWS PRELIMINARY ENGINEERING PLAN
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FARRIS, HANSEN & ASSOCIATES, INC. ENGINEERING - ARCHITECTURE - SURVEYING 7 RIVERVIEW COURT P.O. BOX 437 ELKHORN, WISCONSIN 53121 OFFICE: (262) 733-2098 FAX: (262) 733-5886		WORK ORDERED BY - LAND AND LAKES DEVELOPMENT 6400 SHAFER CT SUITE 325 ROSEMONT, IL 60018		WILLABAY MEADOWS PRELIMINARY ENGINEERING PLAN	
DATE: 12-02-2009 DRAWN BY: 3573-17 CHECKED BY: 3573-17 DESIGNED BY: 3573-17 PROJECT NO: 3573-17		DATE: 12-02-2009 DRAWN BY: 3573-17 CHECKED BY: 3573-17 DESIGNED BY: 3573-17 PROJECT NO: 3573-17		DATE: 12-02-2009 DRAWN BY: 3573-17 CHECKED BY: 3573-17 DESIGNED BY: 3573-17 PROJECT NO: 3573-17	

DEVELOPMENT AGREEMENT

EXHIBIT 4-3

Final Engineering Plans

DEVELOPMENT AGREEMENT

EXHIBIT 5

Sanitary Sewer Improvements Agreement

SANITARY SEWER IMPROVEMENTS AGREEMENT

This Sanitary Sewer Improvements Agreement (“Agreement”) is made the ____ day of _____, 2024, among the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin (“Village”), and POPLAR RIDGE DEVELOPMENT CO., an Illinois corporation, and affiliate of Land & Lakes Development Co., an Illinois corporation (“Developer”).

RECITALS

WHEREAS, the Village is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. ch. 61, with authority to enter into this Agreement under its ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, the Developer is the owner of certain real property located in the Village, known as Walworth County Tax Key Parcel No. WWUP 00084 (“Williams Bay Property”), certain real property located in the Town of Geneva, known as Walworth County Tax Key Parcel No. J G 3100009A (“Geneva Property”), and certain real property located in the Town of Linn, known as Walworth County Tax Key Parcel No. I L 500005 and I L 50005A (“Linn Property”), more particularly described on **Exhibit “A”** incorporated herein (collectively “Willabay Meadows”); and

WHEREAS, the Developer desires to develop the Willabay Meadows as a fully integrated, residential development of single-family homes;

WHEREAS, the Village desires to repair, replace or expand an existing lift station located at Harris Road and downstream 8-inch sewage force main between Harris Road and Elkhorn Road servicing nearly half of the properties within the Village, including Willabay Meadows (“Sanitary Sewer Improvements”),

WHEREAS, the Village and Developer desire to provide for the construction related to the Sanitary Sewer Improvements, and their financing, pursuant to this Agreement; and

WHEREAS the Village and Developer desire to enter into this Agreement.

SECTION 1 RESTATMENT OF RECITALS

1.01 The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

SECTION 2 CONSTRUCTION

2.01 The Sanitary Sewer Improvements have been designed by the Village Engineer and agreed upon by the Director of Public Works. The Village shall be responsible for completion of the Sanitary Sewer Improvements and shall use its best efforts to obtain the necessary local, state, and federal approvals to complete the project; and further it shall use its best efforts to complete the project by the estimated completion date – August 2024.

SECTION 3 DEVELOPER'S SHARE

3.01 The Developer shall be responsible for a total of One Hundred and Sixty Thousand Eight Hundred Seventy-Six (\$160,876) Dollars for its share of the Sanitary Sewer Improvements ("Developer's Share"). which shall be paid in increments of \$3,830.39 for each Lot. The Village shall notify the Developer, in writing, of the date of completion of the Sanitary Sewer Improvements. Developer shall, upon the latter to occur, (1) recordation of the final plat or (2) within sixty (60) days of the date of said written notice, pay to the Village the Developer's Share.

3.02 The Developer shall not be obligated to pay for any portion of the Developer's Share until and unless the Sanitary Sewer Improvements are completed and capable of providing sufficient service to the Lots within the Willabay Meadows.

3.03 The Developer shall only be responsible for payment of the Developer's Share should the Developer be approved of its final plat for a residential development of approximately forty-two (42) single family lots ranging in size from approximately fourteen thousand (14,000) square feet to forty thousand (40,000) square feet for the Willabay Meadows.

The Developer shall have no responsibility for any costs of the Village for the Sanitary Sewer Improvements should the Developer fail to obtain final plat approval as stated above.

SECTION 4 VILLAGE'S SHARE

4.01 The Village shall be responsible for any amounts in excess of the Developer's Share. Moreover, the Village shall be make timely payments for the continuance of construction, regardless of the schedule of payments for the Developer's Share.

SECTION 5 MISCELLANEOUS

5.01 The intent of this Agreement is for the Village and the Developer to work cooperatively to schedule and renovate the Sanitary Sewer Improvements. There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the Village and the Developer, other than as set forth herein and in the Preannexation Agreement and Development Agreement, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, charge, or addition to this Agreement shall be binding upon either party unless made in writing by the Village Board and the Developer, and signed by them.

5.02 In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall no affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

5.03 The Village and Developer do not, in any way or for any purpose, become partners, employers, principals, agents, or joint venturers.

5.04 This Agreement shall be construed under the laws of the State of

Wisconsin.

5.05 This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this instrument effective as of _____, ____, 2024.

VILLAGE OF WILLIAMS BAY

LAND & LAKES DEVELOPMENT CO.

By: _____
William Duncan, Village President

By: _____
Mary Margaret Cowhey, President

Attest: _____
_____, Village Clerk

APPROVAL OF VILLAGE BOARD

This Agreement was approved by the Village Board of the VILLAGE OF WILLIAMS BAY by Resolution dated the ____ day of _____, 2024.

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard IV
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Telephone: (262) 728-9196
E-mail: chadpollard@clairlaw.com
www.clairlaw.com

SANITARY SEWER IMPROVEMENTS AGREEMENT

EXHIBIT A

Legal Descriptions

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNCK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNCK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNCK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

DEVELOPMENT AGREEMENT

EXHIBIT 6

Woodland Preservation Easement

DECLARATION
OF
WOODLAND PRESERVATION EASEMENT

THIS DECLARATION OF WOODLAND PRESERVATION EASEMENT (“Declaration”) by POPLAR RIDGE DEVELOPMENT CO., an Illinois corporation, an affiliate of Land & Lakes Development Co., an Illinois corporation (“Declarant”), having an address at 1400 Touhy, Suite 220, Des Plaines, IL 60018.

RECITALS

WHEREAS, the Declarant is the owner of certain real property located in the Village, known as Walworth County Tax Key Parcel No. WWUP 00084 (“Williams Bay Property”), certain real property located in the Town of Geneva, known as Walworth County Tax Key Parcel No. J G 3100009A (“Geneva Property”), and certain real property located in the Town of Linn, known as Walworth County Tax Key Parcel Nos. I L 500005 and I L 50005A (“Linn Property”), more particularly described on **Exhibit 1** incorporated herein (collectively “Willabay Meadows”); and

WHEREAS, the Developer desires to develop Willabay Meadows as a fully integrated, residential development of approximately forty-two (42) single family lots ranging in size from approximately fourteen thousand (14,000) square feet to forty thousand (40,000) square feet pursuant to the preliminary plat (attached hereto as **Exhibit 2** dated 5-24-2024 and preliminary engineering plans prepared by Farris, Hansen & Associates, Inc. dated 12-02-2020 (Revised 6-10-2024);

WHEREAS, in recognition of the continuing benefit to the Willabay Meadows; the protection of scenic, natural resources, environmental, health, safety, and other resources; Declarant agrees to place certain Restrictive Covenants on a portions of certain lots within the Willabay Meadows as depicted on the Development Plan (the “Restricted Property”), in order that the Restricted Property shall remain substantially in its natural condition forever; and

NOW, THEREFORE, for good and valuable consideration, Declarant hereby declares that the Restricted Property shall be held, occupied, and used, and shall be transferred, conveyed, leased, or otherwise disposed of subject to the following Restrictive Covenants, which shall run with the land and be binding on all heirs, successors, assigns lessees, other occupiers and users (they are included in the term, “Declarant”).

1. **Prohibitions.** The Declarant shall ensure that these prohibitions shall run with the Restricted Property in perpetuity, and be binding on the Declarant and its successors, assigns, lessees, and other occupiers and users. These Restrictive Covenants are subject to Declarant’s reserved rights, which follow.

(a) **General.** There shall be no future filling, flooding, excavating, mining or drilling; no removal of natural materials; and no alteration of the topography which would materially affect the Restricted Property in any manner, except as authorized by the Village of Williams Bay.

(b) **Waters and Wetlands.** In addition to the general restrictions above, within the Restricted Property there shall be no draining, dredging, damming or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, or reducing the reach of waters; and no other discharges or activity requiring a permit under applicable water pollution control laws or regulations, except as authorized by the Village of Williams Bay.

(c) **Trees/Vegetation.** On the Restricted Property there shall be no clearing, burning, cutting or destroying of trees, except removal or trimming of trees hazardous to person or property, invasive species, or of timber downed or damaged due to natural disaster, or as authorized by the Village of Williams Bay.

(d) **Disposal.** There shall be no dumping of trash, waste, garbage or toxic, unsightly, hazardous or offensive material on the Restricted Property.

(e) **Uses.** No agricultural, industrial, mining, logging or commercial activity shall be undertaken or allowed on the Restricted Property. Declarant and future owners of lots within Willabay Meadows reserve the right to uses to the extent that they are not inconsistent with this Declaration, the preservation of the Restricted Property substantially in its natural condition, or the protection of its environmental systems.

(f) **Utilities.** As deemed necessary by Declarant or subsequent lot owner, above and below ground utilities and structures may be placed within the Restricted Property.

(g) **Roads.** There shall be no construction of roads on the Restricted Property.

2. General Conditions.

(a) **Other Restrictions.** The Declarant represents and warrants that no restriction of record on the use of the Restricted Property, nor any presently existing future estate or interest in the Restricted Property, nor any lien, obligation, covenant, limitation, lease, mortgage or encumbrance of any kind precludes the imposition of the restrictions, covenants, obligations or agreements of this Declaration, or the maintenance of the Restricted Property in accordance herewith.

(b) **Existing Conditions.** The Declarant represents and warrants that at the time of the execution of this Declaration, no structures of any kind, including any roads, nor any violations of any of these Restrictive Covenants exist on the Restricted Property.

(c) **Reserved Rights.** The Restrictive Covenants set forth in this Declaration are created solely for the protection of the Restricted Property. Declarant reserves ownership of the fee simple estate upon the Restricted Property and all rights appertaining thereto, including the right to engage in all acts or uses not prohibited by this Declaration and not inconsistent with the conservation purposes hereof, until the Restricted Property is sold to a third party. It is expressly understood and agreed that the terms of this Declaration do not grant or convey to members of the general public any rights of ownership, entry or use of the Restricted Property.

(d) **Enforcement.** The Declarant – until Declarant turns over Willabay Meadows to the homeowners association or assigns its interest herein shall enforce the Restrictive Covenants set forth in this Declaration in a judicial action against any person or other entity violating or attempting to violate these Restrictive Covenants; provided, however, that no violation of these Restrictive Covenants shall result in a forfeiture or reversion of title.

IN WITNESS WHEREOF, the party has executed this Agreement on the date first written above.

POPLAR RIDGE DEVELOPMENT CO., an Illinois corporation, an affiliate of Land & Lakes Development Co., an Illinois corporation (The “Declarant”)

By: _____
Mary Margaret Cowhey, its President

This Document drafted by:

CLAIR, THOMPSON & POLLARD, S.C.

Attorney Charles. W. Pollard IV

617 East Walworth Avenue

Delavan, Wisconsin 53115-0445

E-mail: chadpollard@clairlaw.com

DECLARATION
OF
WOODLAND PRESERVATION EASEMENT

EXHIBIT A

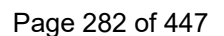
Legal Description

(Lots 1-4; 8-12; 31-32; and 42 anticipated with confirmation upon recording of final plat)

DECLARATION
OF
WOODLAND PRESERVATION EASEMENT

EXHIBIT B

Preliminary Plat



DEVELOPMENT AGREEMENT

EXHIBIT 7

Declaration of Covenants, Conditions and Restrictions

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WILLABAY MEADOWS SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WILLABAY MEADOWS SUBDIVISION (the "Declaration") is made this _____ day of _____, 2024 by POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land and Lakes Development Co., an Illinois corporation, "Declarant" and developer of the subdivision known as: "Willabay Meadows", Walworth, WI.

P R E A M B L E S:

Declarant owns fee simple title to a certain parcel of real estate in the Village of Walworth, County of Walworth, State of Wisconsin, legally described in "Exhibit "A" attached hereto and made a part hereof (the "Property"); and

The Declarant, also sometimes referred to as the "Developer", desires to develop a single-family residential development on the Property to be known as Willabay Meadows (the "Subdivision"); and Declarant is desirous of submitting the Property to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be, held, transferred, sold, conveyed, and occupied, subject to the covenants, conditions, restrictions and easements hereinafter set forth.

ARTICLE I

Definitions

- 1.1 **"Association"** shall mean and refer to the Willabay Meadows Homeowner's Association, Inc., a Wisconsin nonstock, nonprofit corporation, its successors and assigns.
- 1.2 **"Declarant"** shall mean and refer to LAND & LAKES DEVELOPMENT CO., and its designated successors and assigns. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or any rights of Declarant provided herein.
- 1.3 **"Dwelling"** shall mean any building located on a Lot and intended for the shelter and housing of a single family. Dwelling shall include any Improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.
- 1.4 **"Improvement" or "Improvements"** shall mean and include a Dwelling, any and all buildings, out buildings, driveways, pedestrian walkways, walls, fences, decks, patios, hedges, lawns, sidewalks, mailboxes, planted trees, shrubs and all other structures or landscaping improvements of every kind and description, including any changes in grade or slope.
- 1.5 **"Lot"** shall mean each of the Lots of the Property as established pursuant to the Subdivision Plat.

- 1.6 **“Lot Deed”** shall mean the deed of the Declarant conveying a Lot to an Owner.
- 1.7 **“Mortgage”** shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such Property.
- 1.8 **“Outlot”** shall mean Outlots depicted on the Subdivision Plat.
- 1.9 **“Owner”** shall mean and refer to the record owner, whether one or more persons, of fee simple title to any Lot, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.10 **“Person” or “Persons”** shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.
- 1.11 **“Property”** shall mean and refer to the real estate legally described in “Exhibit A” attached hereto and made part hereof.
- 1.12 **“Subdivision Plat”** shall mean the plat of subdivision for Willabay Meadows as recorded in the Office of the Register of Deeds of Walworth County, State of Wisconsin.
- 1.13 **“Village”** shall mean the Village of Williams Bay, State of Wisconsin.

ARTICLE II

Declaration Purpose and Property Subjected to Declaration

- 2.1 The Declarant desires to create on the Property a single-family development for future owners of Lots for the following general purposes:
 - (a) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a community of single-family Dwellings by the imposition of the covenants, conditions, restrictions, and easements as hereinafter set forth, for the benefit of the Property and the Owners.
 - (b) By the imposition of the covenants, conditions and restrictions set forth herein and the reservation of certain powers as herein contained, Declarant intends to provide a plan for development of the Property, which is intended to enhance and protect the value of the residential community.
- 2.2 To further the general purposes herein expressed, the Declarant for itself, and its successors and assigns, hereby declares that the Property at all times shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements as hereinafter set forth in this Declaration.

ARTICLE III

General Restrictions

- 3.1** All Lots shall be used for single-family Dwellings. Each Owner shall (i) maintain his Lot and all Improvements located thereon in a clean, sightly, and safe condition, (ii) cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from all driveways and similar areas serving said Lot, and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules, and regulations.
- 3.2** All Improvements shall be constructed in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules, and regulations.
- 3.3** Construction of Improvements shall be done at certain times and dates in accordance with Village of Williams Bay ordinances.
- 3.4** Except as expressly provided herein, no temporary building, trailer, mobile home, recreational vehicle, camper, boat, snowmobile, tent, shack, or other similar improvement shall be located upon the Lots. The provisions of this paragraph do not, however, apply to construction trailers or sales trailers or other temporary structure or vehicle used or maintained by Declarant, or its contractors or agents, during periods of construction.
- 3.5** No business may be conducted on the premises of any lot owner, except as may be permitted by the Village of Williams Bay, Walworth County, Wisconsin. Notwithstanding the foregoing, the owners of any individual residential unit may have traditional garage or yard sales during daylight hours only, with the duration of said sales not to exceed 72 hours with not more than two such sales in any single calendar year.
- 3.6** No Person shall accumulate on his Lot any derelict vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles will be properly screened. Landscaping and grass shall be kept trim and neat. No burning of refuse or building materials will be permitted. No unimproved Lot shall be planted with anything other than grass. Each Owner of a vacant Lot shall keep the Lot in a clean and sightly condition and all natural growth shall be kept trim and neat and maintained in accordance with all Village ordinances.
- 3.7** Trucks, boats, recreational vehicles, trailers, or other vehicles (other than automobiles) shall at all times be parked in the garage of the Dwelling, and their repair or maintenance shall not be permitted except within the confines of the Garage. Parking of commercial vehicles on any Lot, and habitual parking on roadways is prohibited. "Habitual Parking" is defined for purposes of this paragraph as parking such vehicles on the roadway overnight. The restrictions of this paragraph, however, shall not apply to equipment and materials used during periods of construction.
- 3.8** No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.

- 3.9** Each Owner shall keep all areas of the Lots, including drainage easements, designed, or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and mowed regularly. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstruction shall be planted, placed, or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or re-directing swales, ditches, or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property.
- 3.10** No noxious or offensive activity shall be carried on, in or upon any Lot or elsewhere within the Subdivision. No plants, seeds, or other things harboring infectious plant diseases or noxious insects shall be introduced or maintained on any Lot.
- 3.11** Utilization of insect zappers or similar insect elimination devices is strictly prohibited.
- 3.12** All mailboxes and posts shall be in compliance and governed by the United States Postal Service Regulations.
- 3.13** All power lines, phone lines, television cable or other wiring or pipes must be underground.
- 3.14** No window air conditioning units shall be permitted in any Dwelling or outbuilding.
- 3.15** Each Lot shall be permitted to have a maximum of one flagpole of not greater than 20 feet in height. No flags shall be flown or displayed in the Subdivision which are greater than 24 square feet in size.
- 3.16** No billboards or any advertising signs shall be erected, placed, permitted, or maintained on any Lot or Improvement except "For Sale" signs not to exceed six (6) square feet which shall be removed upon closing of a sale.
- 3.17** Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within twenty-four (24) months of commencement of construction unless Declarant agrees in writing otherwise.
- 3.18** Square Footage Requirement: All Dwelling Square Footage requirements shall be in accordance with the Village Ordinance for the underlying zoning district of Willabay Meadows, however in no event shall any Dwelling be less than 1,450 square feet of living area.
- 3.19** The front elevation or façade for a Dwelling shall not be repeated on any abutting Lots on either side of the street on which the Dwelling fronts, including Lots which are directly across the street from one another. Front elevations or facades shall be deemed to be similar when there is no substantial difference in roof lines, garage styles and garage setbacks; and no substantial change in windows of either size, location or type; and either no change in the colors of materials used (rather than a change in shade) or no substantial change in the kind of materials used.

- 3.20** All driveways and driveway aprons shall be surfaced with a hard surface consisting of either asphalt or Portland cement.
- 3.21** Fences shall be allowed in accordance with the Village Ordinances.
- 3.22** Street Trees – The Village of Williams Bay shall install street trees. Purchasers acknowledge that the Village of Williams Bay retains the right to enter upon the individual Lots to install the trees as called for. Purchasers further acknowledge that purchaser is responsible for the maintenance of any trees located on their individual lot, including watering and fertilizing. Failure to properly maintain the trees may result in the trees being replaced by the Village of Williams Bay at the expense of the Lot Owner. In addition, purchasers acknowledge that, depending upon their individual construction schedule, the street trees may be installed prior to purchaser beginning construction on the Lot. In the event the tree(s) is damaged during construction, Lot Owner shall be responsible for the cost of replacement.
- 3.23** Impact Fees: Developer discloses that the Village has impact fees which are due and payable at the time a building permit is issued. The Lot Owner is advised to contact the Village as to the amount of impact fees.
- 3.24** Any Lot Owner who in the course of constructing Dwellings or any other Improvements causes damage to any public improvements or any other property, including, but not limited to, roads, street trees and/or water and sewer lines, shall be responsible for the repair thereof.

ARTICLE IV

Easements

- 4.1** A utility and enforcement easement is hereby granted to the Village of Williams Bay, Walworth County, and other governmental bodies having jurisdiction over the Property and utility companies providing service to the Property or other property in the vicinity of the Property, over, on and across the Property for the purpose of enforcing applicable laws, making repairs, installing and servicing utilities and drainage, and providing public and emergency services.
- 4.2** The Declarant and the Lot Owner hereby reserve the right to retain easements on any Lot for the purpose of placing signs thereon (including related improvements and landscaping) identifying the Subdivision.
- 4.3** The Property shall be subject to those additional easements as set forth on the final plat.

ARTICLE V

Willabay Meadows Homeowners Association

- 5.1** Declarant has caused or shall cause the Association to be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. The Association shall be the governing body for all of the Owners for the administration, operation and maintenance, repair and replacement of Improvements related to the Outlots, including the storm water maintenance improvements, which includes storm water basins on Outlots 3, 6, and 7; the emergency access drive on Outlot 5; and the proposed walking paths on Outlots 1, 2, and 3. In the event the Association does not properly maintain the Outlots, the Village may send written notice to the Association indicating that the Village has determined that the common areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fourteen (14) days to correct the problem. If the facilities are not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village shall then have the authority to maintain any such facilities referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village, such charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.
- 5.2** Each Owner shall be a member of the Association. There shall be one membership per Lot. There shall be two (2) classes of membership. Each Owner of a Lot (other than Declarant) shall be a "Class A Member"; and the Declarant shall be a "Class B Member" with respect to its ownership of Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change. If any property interest, ownership of which entitles the Owner thereof to vote, is held jointly or in common by more than one Person, the vote or votes to which such property interest is entitled shall also be held jointly or in common in the same manner. However, the vote or votes for such property interest shall be cast, if at all, as a unit, and neither fractional votes nor split votes shall be allowed.
- 5.3** Declarant, Lot Owners and the Village from time to time, shall have the right jointly, and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall be a violation of any restriction or covenant on any Lot, then Declarant, or Village shall have, in addition to the foregoing right, the right to enter upon the property where such violation exists and summarily to remedy such violation at the expense of the Owner, and such entry and remedy shall not be deemed a trespass. In no event shall the failure to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to enforce any such violation or any subsequent

violation. No right or action shall accrue or be brought or maintained by any person against Declarant, or Village for or on account of delay in bringing, or failure to bring, any action or enforcement proceedings on account of any breach of any covenant or restriction or for imposing any covenant or restriction which may be unenforceable.

- 5.4** The Declarant or Developer shall maintain control of the Association until the Declarant's rights are turned over, which turnover date shall occur upon the first to occur (1) written notice to the Lot Owners or (2) after twenty (20) years from the date of this Agreement. Except that the Declarant's rights shall turnover automatically upon the date Declarant or Developer no longer holds an interest in any Lot (hereinafter referred to as "Turnover Date").

ARTICLE VI

ASSESSMENTS

- 6.1** The regular assessments levied by the Association shall be exclusively for the purposes of administering the affairs of the Association, paying the Common Expenses and Duplex Expenses, and accumulating reserves for any such expenses.

- 6.2** Each year on or before December 1, the Association's board of directors shall adopt and furnish each Owner with a budget for the ensuing capital year, which shall show the following with reasonable explanations and itemizations:

(a) The estimated expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping and other improvements related to the Outlots, including the storm water maintenance improvements, which includes the storm water basins on Outlots 3, 6, and 7; the emergency access drive on Outlot 5; and the proposed walking paths on Outlots 1, 2, and 3., or as otherwise provided in this Declaration; the cost of insurance for the Outlots and the storm water improvements; the cost of general and special real estate taxes and assessments levied or assessed against the Outlots owned by the Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Outlots and storm water improvements; if not separately metered or charged to the Owners, the cost of necessary utility services to the Outlots and storm water improvements; costs, expenses, fees or charges payable to the Village pursuant to this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners (hereinafter "Expenses").

(b) The estimated amount, if any, to maintain adequate reserves for expenses described herein.

(c) The amount of regular assessments payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount in (b) above.

(d) That portion of the regular assessments which shall be payable by the Owner each month until the next regular assessment becomes effective, which monthly

amount shall be equal to the regular assessment, divided by the number of Lots, divided by 12, so that each Owner shall pay equal regular assessments for each Lot owned.

(e) The amount of special assessments, if any, payable by the Owners.

- 6.3** In addition to the regular assessments, the Board shall levy special assessments special assessments which shall be assessed and levied as necessary to: (i) pay for the cost of damage caused by the negligent or willful conduct of any Owner; or (ii) pay for the cost of extraordinary expenses of the Association.
- 6.4** Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared prior to the Turnover Date shall be based on the assumptions that (i) the development has been fully constructed as shown on final plat and (ii) all proposed Lots have been sold and are occupied. Prior to the Turnover Date, (i) each Owner (other than the Declarant) shall pay as the Owner's monthly share of the regular assessment an amount equal to the budgeted regular assessment as shown on the Stabilized Budget divided by the number of planned Lots as shown on the final plat, divided by 12 so that each Owner (other than Declarant) will pay, with respect to each Lot owned by the Owner, a monthly regular assessment equal to what the Owner would be paying if the development were fully constructed pursuant to the final plat and all proposed Lots have been built and are occupied. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.
- 6.5** Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, shall bind any person at any time, any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence.
- 6.6** The Association shall establish and maintain reserve funds for the purpose of providing for the future repair, replacement, and improvement of the Outlots, including but not limited to the storm water management facilities, emergency access to Highway 50, structures, facilities, landscaping, and any other elements that the Association is obligated to maintain. These funds shall be known as the "Reserve Funds".

- 6.7 The Reserve Fund shall be initially established through a contribution as established by the board of directors to be paid at the time of closing of the sale of a residence to a third party. The board of directors shall review Reserve Funds annually as part of the budgeting process to ensure the Reserve Funds remain adequate to meet the Association's future obligations.

ARTICLE 7

General Provisions

- 7.1 The covenants and restrictions of this Declaration shall run with the land, and bind the Owners and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, the Declarant, the Village, or their respective legal representatives, heirs, successors, and assigns, for a term of (20) years from the date this Declaration is recorded in the Office of the Register of Deeds of Walworth County, Wisconsin, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as herein provided.
- 7.2 Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, shall bind any person at any time, any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.
- 7.3 Declarant, Lot Owners and the Village from time to time, shall have the right jointly, and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall be a violation of any restriction or covenant on any Lot, then Declarant, or Village shall have, in addition to the foregoing right, the right to enter upon the property where such violation exists and summarily to remedy such violation at the expense of the Owner, and such entry and remedy shall not be deemed a trespass. In no event shall the failure to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to enforce any such violation or any subsequent violation. No right or action shall accrue or be brought or maintained by any person against Declarant, or Village for or on account of delay in bringing, or failure to bring, any action or enforcement proceedings on account of any breach of any covenant or restriction or for imposing any covenant or restriction which may be unenforceable.

- 7.4 Enforcement of these covenants and restrictions may be by any proceeding at law or in equity against any Person or entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violation or to recover damages, or to enforce any lien created by this Declaration. Should Declarant, the Village or the Individual Lot Owner(s) take any action hereunder or seek legal action or appoint legal counsel to enforce any covenant or restriction or to prosecute the violation or attempt to violate any term hereof, then all costs and expenses incurred by Declarant, the Village or the Individual Lot Owner(s) by reason thereof, including attorneys' fees and expenses, shall be recoverable against and paid by those persons or entity against whom such enforcement or prosecution is brought. The Declarant, the Village or the Individual Lot Owner(s) shall have a lien against any Lot owned by any such person in order to secure payment of all such costs, expenses and fees.
- 7.5 Subject to the other provisions of these Covenants, the Owners may revoke, modify, amend or supplement in whole or in part, any or all of the covenants, obligations and conditions contained in this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least three-fifths (3/5) of the Lots and the Declarant consent thereto, the consent of the Declarant being required so long as the Declarant owns any Lots. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, and recorded in the Office of Register of Deeds, Walworth County, Wisconsin. No revocations, modifications, amendments or supplements to this Declaration may be made without the consent of the corporate authorities of the Village, by resolution duly adopted, unless such revocations, modifications, amendments or supplement (1) is technical in nature or (2) does not diminish the rights of the Village or the obligations of the Lot Owners hereunder including without limitation as may be set forth in that certain subdivision agreement relating to the Property entered into by and between the Declarant and the Village. In the event that revocations, modifications, amendments or supplements not requiring the consent of the Village is effected, a copy thereof shall promptly be delivered to the Village. Prior to the sale of all lots, the Declarant shall retain full right of amendment with the exception of those matters involving the Village of Walworth, which cannot be amended without the approval of the Village of Walworth.
- 7.6 Declarant hereby reserves the right and power to record amendments to this Declaration at any time and from time to time, in its sole discretion, until the Turnover Date, so long as such amendment will not materially alter the scheme of the Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to an Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record such Amendments.
- 7.7 The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property.

- 7.8** In the event title to any Lot is conveyed to a title holding trust, under the terms of which all power of management, operation and control of the Lot remain vested in the trust beneficiary(s), then the beneficiaries hereunder from time to time shall be personally responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such title holding trustee personally for payment for any lien or obligation hereunder created. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any trust or any transfers of title to any such Lot.
- 7.9** All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine, the feminine and neuter and vice versa.
- 7.10** If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.
- 7.11** Notwithstanding anything herein to the contrary, Declarant hereby reserves the right to transfer, assign, mortgage or pledge any and all of its privileges, rights, title and interests hereunder or in the Property by means of recording an assignment of such with the Office of the Register of Deeds of Walworth County, Wisconsin. Upon such assignment, the assignor shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor or assignee shall have or incur any liability for the obligations or acts of any predecessor in interest.
- 7.12** A written or printed notice, deposited in the United States mail, postage pre-paid, and addressed to any Owner at the address of the Owner's Lot, shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit in the United States mail.

[Signature Page Follows]

IN WITNESS WHEREOF, POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land and Lakes Development Co., an Illinois corporation, has signed this Declaration, as of the date shown on Page One (1).

POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land and Lakes Development Co., an Illinois corporation (The "Declarant")

By: _____
Mary Margaret Cowhey, its President

Attest:

STATE OF)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Mary Margaret Cowhey, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2024

Notary Public

This Instrument Drafted By:

Attorney Charles. W. Pollard
**CLAIR, THOMPSON
& POLLARD, S.C.**
617 East Walworth Avenue
Delavan, WI 53115
email: chadpollard@clairlaw.com
www.clairlaw.com

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WILLABAY MEADOWS SUBDIVISION**

EXHIBIT A

Legal Description

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

DEVELOPMENT AGREEMENT

EXHIBIT 8

Monotony Code

Restrictions:

The following shall apply to all homes within Willabay Meadows:

1. Home Monotony: a new home cannot have the same front elevation compared to either of the homes on each side, or the home most directly across the street, or the homes on each side of the home across the street. The result is that for any 6-home sequence (3-home along both sides of the street), the front elevation of the houses are all different from one-another. Note that this is a running requirement – meaning that each possible 6-home block cannot have repeats.
2. Exterior Elevation and Color: for any of the same 6-home sequence, the main exterior elevation and color combination cannot be repeated.

DEVELOPMENT AGREEMENT

EXHIBIT 9

Memorandum of Agreement

MEMORANDUM OF DEVELOPMENT AGREEMENT

This Memorandum of Development Agreement is entered into on this _____ day of _____, 2024, ("Developer's Agreement") by and between LAND & LAKES DEVELOPMENT CO., an Illinois corporation, or its assigns ("Developer") and the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin ("Village").

1. Developer and Village entered into a the Development Agreement for the purpose of ensuring that the Developer will make and install certain public improvements which are reasonably necessary and further that the Developer shall dedicate the public improvements to the Village, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, the Developer's Agreement and as required by the Village Engineer, without cost to the Village.
2. The portion of land being described on Exhibit A attached hereto and incorporated herein, hereinafter called "Willabay Meadows".
3. This Memorandum of Development Agreement is not intended to amend or modify and shall not be deemed or construed as amending or modifying any of the terms, conditions, or provisions of the Development Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Development Agreement and the provisions of the Development Agreement, the provisions of the Development Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Development Agreement as of the day and year first written above.

LAND & LAKES DEVELOPMENT CO.
(The "Developer")

By: _____
Mary Margaret Cowhey, its President

STATE OF WISCONSIN)
)ss.
COUNTY OF WALWORTH)

Personally came before me this _____ day of _____, _____, the above named LAND & LAKES DEVELOPMENT CO., by its President, Mary Margaret Cowhey, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My commission expires: _____

VILLAGE OF WILLIAMS BAY, a Wisconsin
municipal Corporation (The "Village")

By: _____
William Duncan, Village President

Attest: _____
Tina Kolls, Village Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF WALWORTH)

Personally came before me this _____ day of _____, _____, the above
named VILLAGE OF WILLIAMS BAY, Authorized Signatory of William Duncan and Tina
Kolls, to me known to be the person who executed the foregoing instrument and acknowledged
the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My commission expires: _____

MEMORANDUM OF DEVELOPMENT AGREEMENT

EXHIBIT A

Legal Description

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

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WILLABAY MEADOWS, A SUBDIVISION PRELIMINARY ENGINEERING PLAN

PART OF NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN

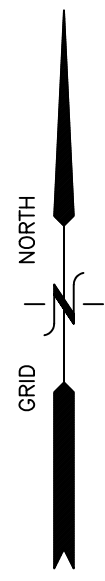


LOCATION SKETCH

SITE AREA	- 28.4 ACRES
EXISTING ZONING	- TOWN OF GENEVA A-3 - VILLAGE OF WILLIAMS BAY SF-3
SITE SUMMARY	

LEGEND

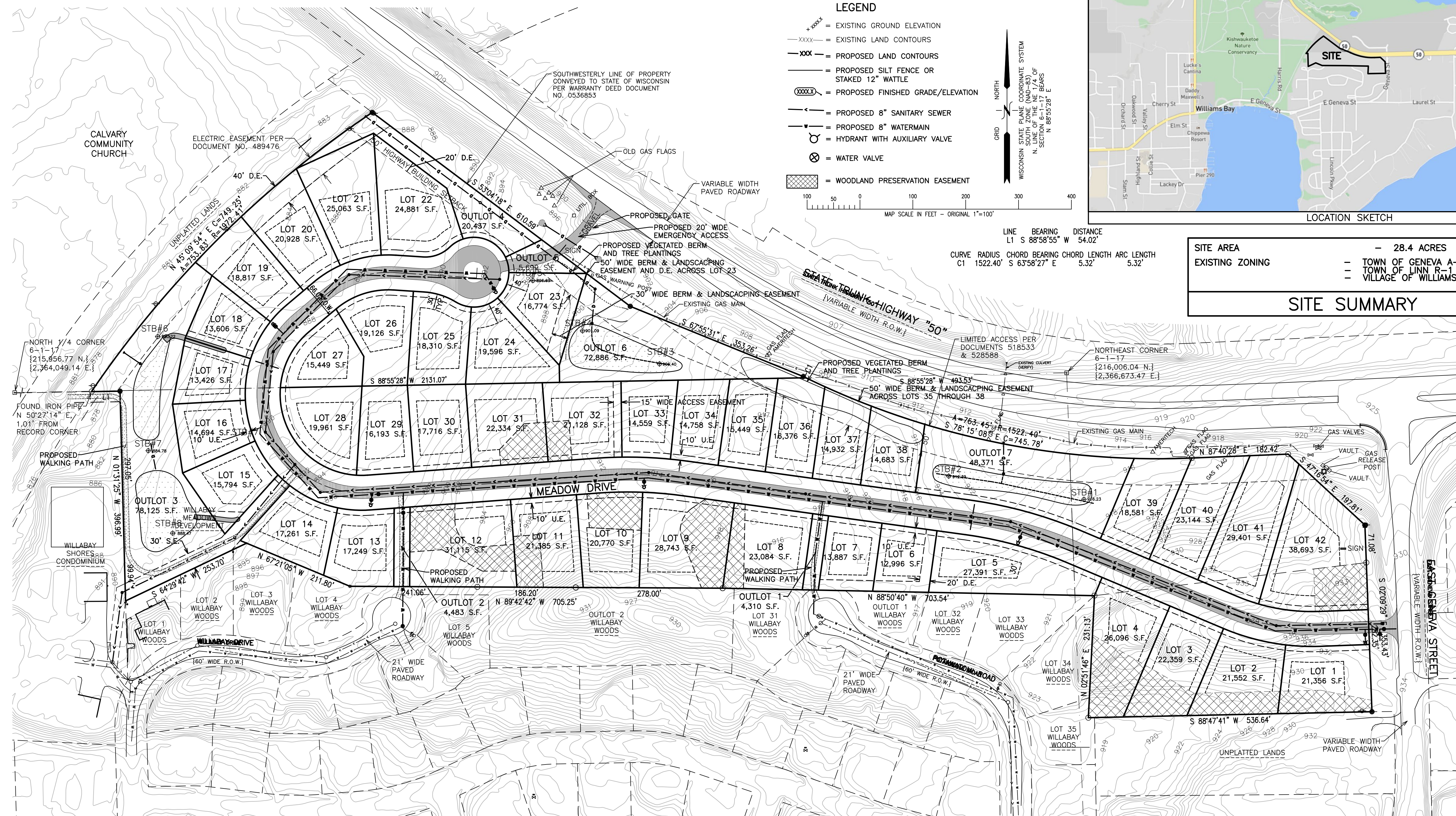
- XXXX = EXISTING GROUND ELEVATION
- XXXX = EXISTING LAND CONTOURS
- XXX = PROPOSED LAND CONTOURS
- XXXX = PROPOSED SILT FENCE OR STAKED 12" WATTLE
- XXXX = PROPOSED FINISHED GRADE/ELEVATION
- = PROPOSED 8" SANITARY SEWER
- = PROPOSED 8" WATERMAIN
- ⊗ = HYDRANT WITH AUXILIARY VALVE
- ⊗ = WATER VALVE
- XXXX = WOODLAND PRESERVATION EASEMENT



MAP SCALE IN FEET - ORIGINAL 1"=100'

LINE BEARING DISTANCE
L1 S 88°58'55" W 54.02'

CURVE RADIUS CHORD BEARING CHORD LENGTH ARC LENGTH
C1 1522.40' S 63°58'27" E 5.32' 5.32'



1. OBTAIN REQUIRED NR 216 PERMIT FROM WISCONSIN DEPARTMENT OF NATURAL RESOURCES BEFORE START OF ANY LAND DISTURBING ACTIVITY ON SITE. (BY ENGINEER)
2. HOLD PRE-CON TO ADDRESS ANY ISSUES WITH PLAN AND SEQUENCE. (BY ENGINEER)
3. INSTALL ALL APPROPRIATE EROSION CONTROL MEASURES ON SITE INCLUDING TEMPORARY SILT FENCE, STONE TRACKING PAD PER WDNR TECHNICAL STANDARDS.
4. BASIN SHALL BE PARTIALLY DUG AND USED AS TEMPORARY SEDIMENT TRAP. SWALES FROM SITE GRADING AREAS SHALL BE CREATED TO DIVERT RUNOFF WATERS AS POSSIBLE TO THE BASINS DURING EXCAVATION AND GRADING.
5. CLEAR AND GRUB ON SITE AREAS NECESSARY TO CONSTRUCT ROADWAY AND BASIN (SEE SPECIFICATIONS).
6. STRIP TOPSOIL FROM ACCESS ROADS AND IN PLANNED WORK AREA OF TEMPORARY SEDIMENT BASINS AND STOCKPILE WHERE SHOWN ON PLAN. INSTALL TEMPORARY SILT FENCE AROUND ENTIRE PERIMETER OF STOCKPILE PER WDNR TECHNICAL STANDARDS. SOIL LEFT UNDISTURBED FOR 7 DAYS MUST BE SEEDED AND STABILIZED.
7. STABILIZE ALL OTHER EXPOSED SOIL AREAS WITH PROPER SEEDING AND EROSION MATTING PER WDNR TECHNICAL STANDARDS WITHIN 7 DAYS OF FINAL GRADING.
8. COMPLETE FINAL GRADING OF DRAINAGE SWALES INSPECT SWALES TO MEET SPECIFICATIONS ON PLAN AND WDNR TECHNICAL STANDARDS WASTING EXCESS SITE CUT IN FILL AREAS OF THE PROPERTY.
9. SEEDING AND EROSION MATTING AS SPECIFIED ON PLAN FOR TEMPORARY SEDIMENT BASINS & DRAINAGE SWALES SHALL BEGIN WITHIN 7 DAYS AFTER FINAL GRADING IS COMPLETED.
10. COMPLETE EXCAVATION OF BASIN. STABILIZE AS GRADES ARE FINALIZED.
11. ROUGH GRADE PROPOSED ROAD.
12. INSTALL CULVERTS AND END SECTIONS.
13. FINE GRADE ROAD SUBGRADES.

14. INSTALL ROAD BASE COURSE. ROAD SLOPES UP TO 10 PERCENT SHALL BE COMPLETED WITHIN 2.5 MONTHS OF INITIAL DISTURBANCE. ROAD SLOPES 10 PERCENT OR GREATER SHALL BE COMPLETED WITHIN 1 MONTH OF INITIAL DISTURBANCE.
15. RESTORE ALL REMAINING DISTURBED AREAS BY SEEDING WITH MULCH OR MATTING AS SHOWN.
16. COMPLETE CONSTRUCTION OF ALL ROADS BY INSTALLING BINDER PAVEMENT SURFACE COURSE MAY BE DELAYED UP TO 12 MONTHS.
17. IF SEDIMENT HAS ACCUMULATED WITHIN THE BASIN DURING CONSTRUCTION IT SHALL BE REMOVED AND PROPERLY DISPOSED OF ON-SITE.
18. ONCE THE PROJECT IS NEARING COMPLETION AND ALL SURFACES ARE STABILIZED OR FINISHED, THE TEMPORARY BASINS SHALL BE CLEANED, CUT TO FINAL GRADES INCLUDING ALL OF THE FINAL SEEDING AND STABILIZATION WITH OUTFALL ADJUSTMENTS.
19. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES UPON FINAL STABILIZATION OF DISTURBED SURFACES ONLY AFTER VEGETATION HAS 70% GROW-IN COVERAGE.

NOTE: ANY CHANGES TO OR VARIANCE OF SITE PLAN AND/OR CONSTRUCTION SEQUENCE DUE TO CONSTRUCTION MEANS AND METHODS SHOULD BE APPROVED BY THE ENGINEER AND OWNER PRIOR TO IMPLEMENTATION. THE ENGINEER SHALL NOTIFY THE DEPARTMENT OF NATURAL RESOURCES OF ANY CHANGES TO THE PLANS AT LEAST 5 DAYS PRIOR TO FIELD IMPLEMENTATION.

SEQUENCE OF CONSTRUCTION

SOIL BORINGS

SB#1	SB#2	SB#3
0-10" SILTY CLAY LOAM	0-11" SILTY CLAY LOAM	0-10" SILTY CLAY LOAM
10"-43" SILTY CLAY LOAM	11"-42" SILTY CLAY LOAM	10"-60" SILTY CLAY LOAM
43"-99" GRAVELLY SANDY CLAY LOAM	42"-91" SILT CLAY LOAM	60"-90" GRAVELLY SANDY CLAY LOAM
99"-148" GRAVELLY SANDY LOAM	91"-147" GRAVELLY SANDY CLAY LOAM	90"-149" GRAVELLY SANDY LOAM
SB#4	SB#5	SB#6
0-9" SILTY CLAY LOAM	0-14" SILT LOAM	0-13" SILT LOAM
9"-40" SILTY CLAY LOAM	14"-47" CLAY LOAM	13"-92" GRAVELLY SANDY CLAY LOAM
40"-96" GRAVELLY SANDY CLAY LOAM	47"-83" SANDY CLAY LOAM	92"-114" GRAVELLY SANDY LOAM
96"-10" GRAVELLY SANDY LOAM	83"-117" GRAVELLY SANDY LOAM	114"-130" SANDY CLAY LOAM
110"-130" SILTY CLAY LOAM	117"-150" SANDY CLAY LOAM	
SB#7	SB#8	
0-7" SILTY CLAY LOAM	0-9" SILTY CLAY LOAM	
7"-30" SILTY CLAY LOAM	9"-30" SILTY CLAY LOAM	
30"-38" GRAVELLY SANDY CLAY LOAM	30"-58" GRAVELLY SANDY CLAY LOAM	
38"-121" GRAVELLY SANDY CLAY LOAM	58"-144" GRAVELLY SANDY CLAY LOAM	
121"-150" GRAVELLY LOAMY SAND		

NOTE: OUTLOTS 1 AND 2 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AS PUBLIC WATERMAIN EASEMENTS AND WALKING PATH AREAS.

OUTLOTS 3, 6, AND 7 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AS STORM WATER MANAGEMENT AREAS.

OUTLOT 4 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AS A STORM WATER MANAGEMENT OUTLOT 3 ALSO CONTAINS PUBLIC WALKING PATH.

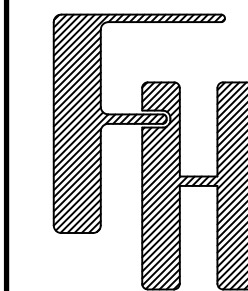
OUTLOT 5 SHALL BE DEDICATED TO THE PUBLIC AS AN EMERGENCY ACCESS AREA.

ALL PROPOSED LOTS SHOWN ARE AT LEAST 90' WIDE AT THE STREET AND REAR YARD SETBACKS SHOWN.

MOST OF THE TOPOGRAPHY SHOWN WAS TAKEN FROM WALWORTH COUNTY GIS DATA. FOR REFERENCE ONLY.

SHEET 1	- OVERALL SITE DEVELOPMENT PLAN
SHEETS 2-3	- DETAILED SITE, GRADING, DRAINAGE & EROSION CONTROL PLANS
SHEET 4	- PROPOSED CONNECTION TO EXISTING SANITARY SEWER

INDEX OF SHEETS



WILLABAY MEADOWS PRELIMINARY ENGINEERING PLAN

WORK ORDERED BY -
LAND AND LAKES DEVELOPMENT
6400 SHAFER CT SUITE 325
ROSEMONT, IL 60018

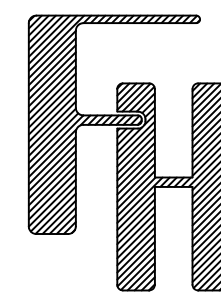
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISIONS
03/03/2022 - TS ADVANCE
04/08/2022 - TS ADVANCE
12/22/2022 - TS ADD SOIL BORING INFO 02/08/2023 EMERGENCY ACCESS
05/17/2023 - TS ADVANCE
11/6/2023 - TS ADVANCE
01/30/2024 - TS REVISE OUTLOTS 02/19/2024 - TS ADVANCE
06/10/2024 - TS ADVANCE

PROJECT NO. 5536.17
DATE 12-02-2020
SHEET NO. 1 OF 4

WILLABAY MEADOWS, A SUBDIVISION PRELIMINARY ENGINEERING PLAN

PART OF NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN



WILLABAY MEADOWS PRELIMINARY ENGINEERING PLAN

WORK ORDERED BY -
LAND AND LAKES DEVELOPMENT
6400 SHAFTER CT SUITE 325
ROSEMONT, IL 60018

FARRIS, HANSEN & ASSOCIATES, INC.

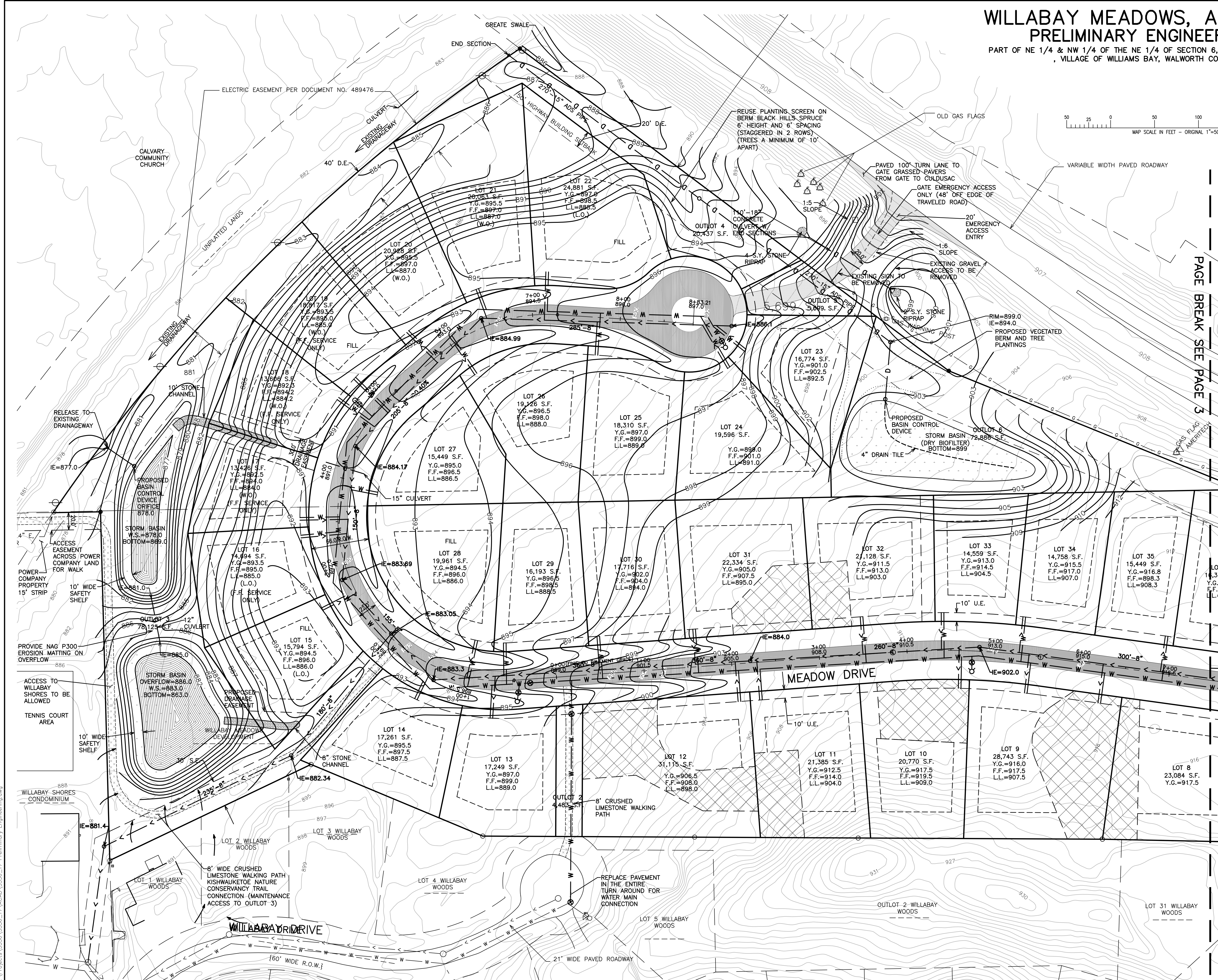
ENGINEERING - ARCHITECTURE - SURVEYING

7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121

OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISIONS	
04/08/2022 - TS ADVANCE	
05/17/2023 - TS ADVANCE	
11/06/2023 - TS ADVANCE	
01/30/2024 - TS REVISE OUTLOTS	
02/19/2023 - TS ADVANCE	
02/23/2024 - TS ADVANCE	
06/10/2024 - TS ADVANCE	

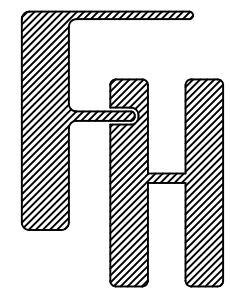
PROJECT NO. 5536.17
DATE 12-02-2020
SHEET NO. 2 OF 4



- LEGEND**
- XXXX = EXISTING GROUND ELEVATION
 - XXXX = EXISTING LAND CONTOURS
 - XXX = PROPOSED LAND CONTOURS
 - XXXX = PROPOSED FINISHED GRADE/ELEVATION
 - = PROPOSED 8" SANITARY SEWER
 - = PROPOSED 8" WATERMAIN
 - ⊗ = HYDRANT WITH AUXILIARY VALVE
 - ⊗ = WATER VALVE
 - XXXX = WOODLAND PRESERVATION EASEMENT
 - W.O. = WALKOUT BASEMENT
 - L.O. = LOOKOUT BASEMENT

NOTE: LOTS 16,17,18, AND 19 WILL HAVE FIRST FLOOR GRAVITY SEWER SERVICES ONLY

NOTE: ROAD TO BE BUILT FIRST LOT 15-22 TO BE FILLED AND COMPACTED FROM BASEMENT EXCAVATIONS AND SPOILS FROM TRENCH WORK.



WILLABAY MEADOWS
PRELIMINARY ENGINEERING PLAN

— WORK ORDERED BY —
LAND AND LAKES DEVELOPMENT
6400 SHAFTER CT SUITE 325
ROSEMONT, IL 60018

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING — ARCHITECTURE — SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISIONS	
04/08/2022 — TS ADVANCE	
05/17/2023 — TS ADVANCE	
11/06/2023 — TS ADVANCE	
01/30/2024 — TS REVISE OUTLOTS	
02/19/2023 — TS ADVANCE	
02/23/2024 — TS ADVANCE	
06/10/2024 — TS ADVANCE	

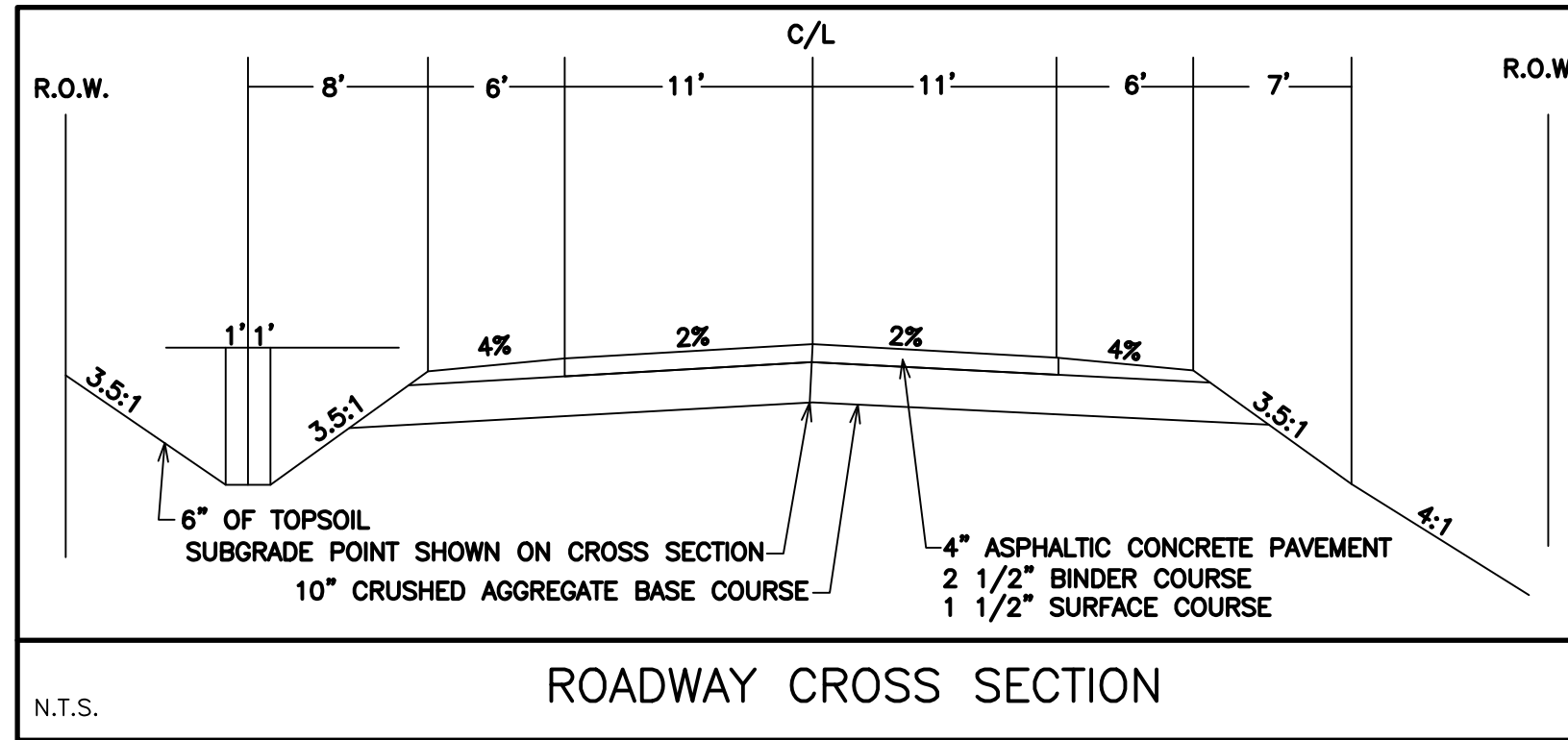
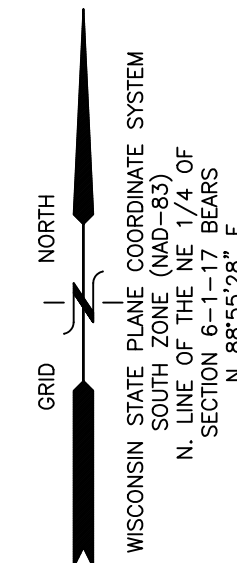
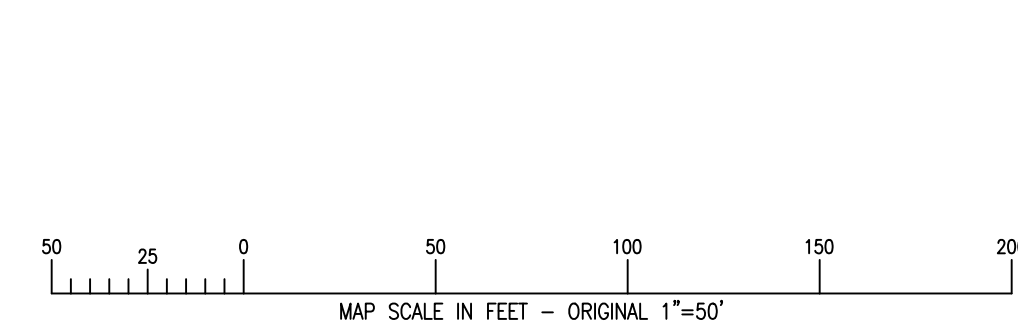
PROJECT NO.
5536.17

DATE
12-02-2020

SHEET NO.
3 OF 4

WILLABAY MEADOWS, A SUBDIVISION
PRELIMINARY ENGINEERING PLAN

PART OF NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN



- LEGEND
- XXXX = EXISTING GROUND ELEVATION
 - XXXX — = EXISTING LAND CONTOURS
 - XXX — = PROPOSED LAND CONTOURS
 - = PROPOSED SILT FENCE OR STAKED 12" WATTLE
 - XXXXX = PROPOSED FINISHED GRADE/ELEVATION
 - = PROPOSED 8" SANITARY SEWER
 - = PROPOSED 8" WATERMAIN
 - ⊗ = HYDRANT WITH AUXILIARY VALVE
 - ⊗ = WATER VALVE
 - XXXXX = WOODLAND PRESERVATION EASEMENT
 - W.O. = WALKOUT BASEMENT

PAGE BREAK SEE PAGE 4

STATE TRUNK HIGHWAY "50"
{VARIABLE WIDTH R.O.W.}

LOT 36
14,376 S.F.
Y.G.=917.5
F.F.=919.0
L.L.=909.0

LOT 37
14,932 S.F.
Y.G.=918.5
F.F.=920.0
L.L.=910.0

LOT 38
14,683 S.F.
Y.G.=919.0
F.F.=920.5
L.L.=910.5

LOT 7
13,887 S.F.
Y.G.=918.3
F.F.=919.8
L.L.=909.8

LOT 6
12,996 S.F.
Y.G.=918.5
F.F.=920.0
L.L.=910.0

LOT 5
15,144 S.F.
Y.G.=919.0
F.F.=920.5
L.L.=910.5

LOT 39
18,581 S.F.
Y.G.=926.0
F.F.=927.5
L.L.=917.5(LO)

LOT 40
23,144 S.F.
Y.G.=929.5
F.F.=931.0
L.L.=921.0(WO)

LOT 41
29,401 S.F.
Y.G.=933.5
F.F.=935.0
L.L.=925.0(WO)

LOT 42
38,693 S.F.
Y.G.=936.0
F.F.=937.5
L.L.=927.5

LOT 4
26,096 S.F.
Y.G.=932.0
F.F.=933.5
L.L.=923.5

LOT 3
22,359 S.F.
Y.G.=934.0
F.F.=935.5
L.L.=925.5

LOT 2
21,552 S.F.
Y.G.=936.0
F.F.=937.5
L.L.=927.5(WO)

LOT 1
21,356 S.F.
Y.G.=935.5
F.F.=937.0
L.L.=927.0(LO)

LOT 35 WILLABAY WOODS

LOT 34 WILLABAY WOODS

LOT 32 WILLABAY WOODS

OUTLOT 1 WILLABAY WOODS

EXISTING 8" WATERMAIN

EXISTING 8" SANITARY SEWER

POTAWATOMI ROAD

MEADOW DRIVE

PROPOSED BASIN CONTROL DEVICE

EXISTING DRAINAGEWAY TO OUTLOT 7

PROPOSED VEGETATED BERM AND TREE PLANTINGS

LIMITED ACCESS PER DOCUMENTS 518533 & 528588

EXISTING CULVERT (VERIFY)

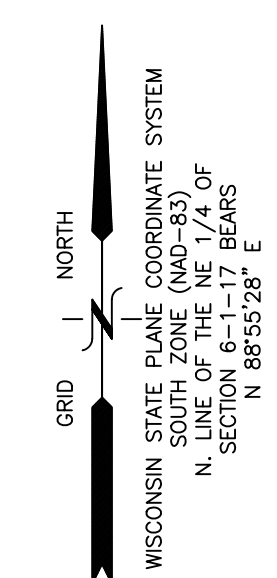
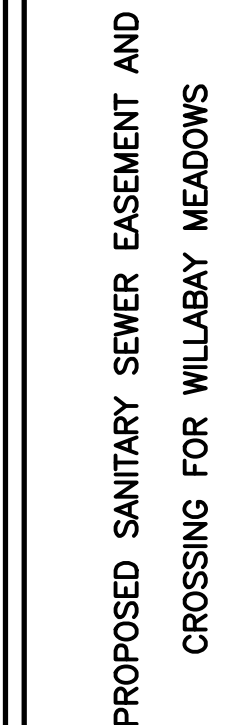
NORTHEAST CORNER 6-1-17 {216,006.04 N.} {2,366,673.47 E.}

EAST GENOVA STREET

INTERSECTION TO BE WSDOT "TYPE D" SEE DETAIL

UNPLATTED LANDS

VARIABLE WIDTH PAVED ROADWAY



- W.O. = WALKOUT BASEMENT

MAP SCALE IN FEET - ORIGINAL 1"=20'

REVISIONS
04/08/2022 –TS ADVANCE
02/19/2023 –TS ADVANCE
02/23/2024 –TS ADVANCE
06/10/2024 –TS ADVANCE

PROJECT NO.	5536.17
DATE	02/08/2022
SHEET NO.	4 OF 4

WILLABAY MEADOWS, A SUBDIVISION
PRELIMINARY PLAT (ASSUMING POST-ANNEXATION STATE)

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, PART OF NE 1/4 AND NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST,
AND PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, ALL IN THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN

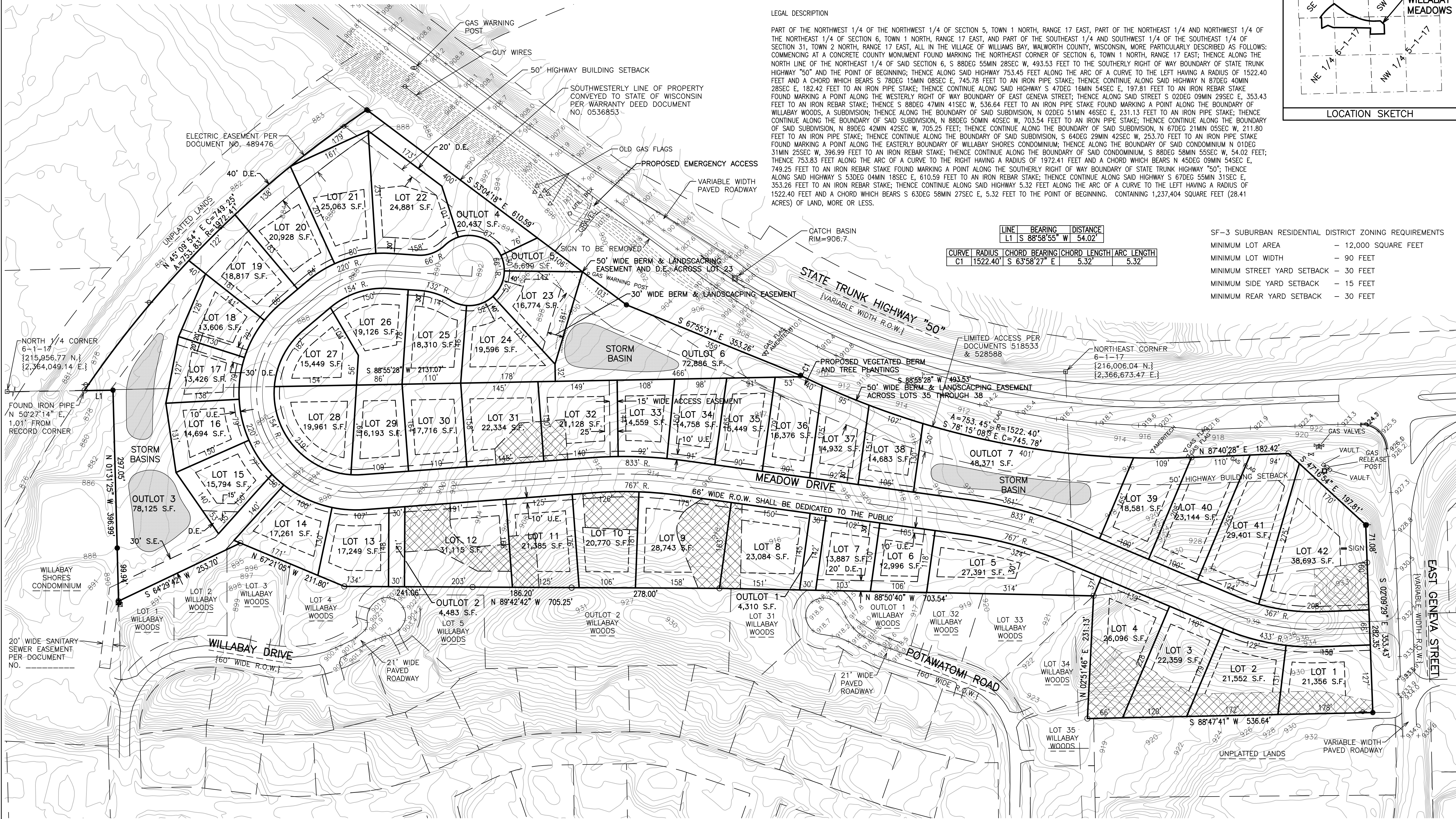
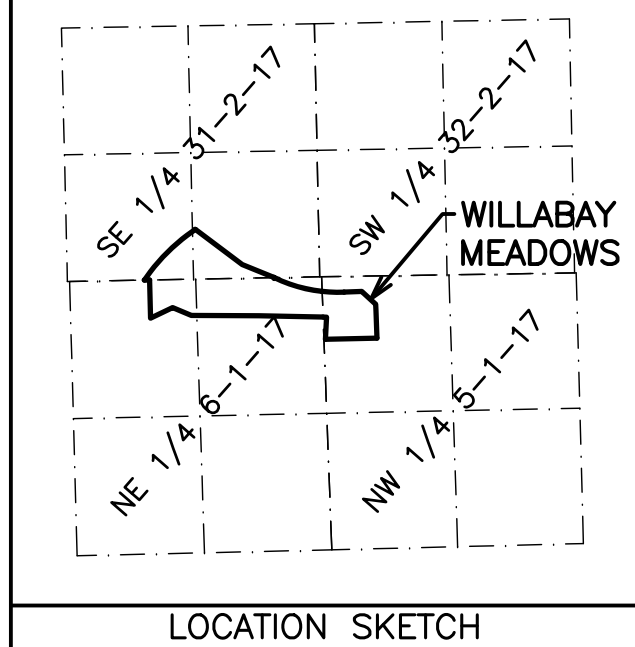
LEGAL DESCRIPTION

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST, AND PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, ALL IN THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 753.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 78DEG 15MIN 08SEC E, 745.78 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET TO AN IRON REBAR STAKE; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO AN IRON PIPE STAKE FOUND MARKING A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 703.54 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 89DEG 42MIN 42SEC W, 705.25 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 67DEG 21MIN 05SEC W, 211.80 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, S 64DEG 29MIN 42SEC W, 253.70 FEET TO AN IRON PIPE STAKE FOUND MARKING A POINT ALONG THE EASTERLY BOUNDARY OF WILLABAY SHORES CONDOMINIUM; THENCE ALONG THE BOUNDARY OF SAID CONDOMINIUM N 01DEG 31MIN 25SEC W, 396.99 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID CONDOMINIUM, S 88DEG 58MIN 55SEC W, 54.02 FEET; THENCE 753.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 09MIN 54SEC E, 749.25 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY S 53DEG 04MIN 18SEC E, 610.59 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID HIGHWAY S 67DEG 55MIN 31SEC E, 353.26 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID HIGHWAY 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 1,237,404 SQUARE FEET (28.41 ACRES) OF LAND, MORE OR LESS.

LINE	BEARING	DISTANCE
L1	S 88°58'55" W	54.02'

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1522.40'	S 63°58'27" E	5.32'	5.32'

SF-3 SUBURBAN RESIDENTIAL DISTRICT ZONING REQUIREMENTS
MINIMUM LOT AREA - 12,000 SQUARE FEET
MINIMUM LOT WIDTH - 90 FEET
MINIMUM STREET YARD SETBACK - 30 FEET
MINIMUM SIDE YARD SETBACK - 15 FEET
MINIMUM REAR YARD SETBACK - 30 FEET



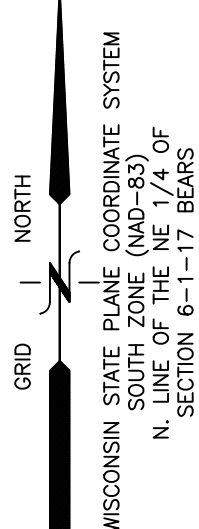
LEGEND

○ = FOUND IRON PIPE STAKE
● = FOUND IRON REBAR STAKE
▣ = FOUND COUNTY MONUMENT
✦ = SET IRON REBAR STAKE
⊕ = UTILITY POLE LOCATED
⊠ = UTILITY BOX LOCATED
{XXX} = RECORDED AS

XX' U.E. = UTILITY EASEMENT
XX' S.E. = SANITARY SEWER EASEMENT
XX' W.E. = WATERMAIN EASEMENT
XX' D.E. = DRAINAGE EASEMENT
▨ = WOODLAND PRESERVATION EASEMENT

MAP SCALE IN FEET - ORIGINAL 1"=100'

100 50 0 100 200 300 400



NOTE: OUTLOTS 1 AND 2 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AS PUBLIC WATERMAIN EASEMENTS AND WALKING PATH AREAS.

OUTLOTS 3 AND 4 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AS STORM WATER MANAGEMENT AND WALKING PATH AREAS.

OUTLOT 5 SHALL BE DEDICATED TO THE PUBLIC AS AN EMERGENCY ACCESS AREA.

OUTLOTS 6 AND 7 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AS STORM WATER MANAGEMENT AREAS.

ALL PROPOSED LOTS SHOWN ARE AT LEAST 90' WIDE AT THE STREET AND REAR YARD SETBACKS SHOWN.

MOST OF THE TOPOGRAPHY SHOWN WAS TAKEN FROM WALWORTH COUNTY GIS DATA. FOR REFERENCE ONLY.

I HEREBY CERTIFY THAT THIS PRELIMINARY PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE BOUNDARY OF PROPOSED WILLABAY MEADOWS, A SUBDIVISION AND THE PROPOSED LAND DIVISION IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS FOR THE VILLAGE OF WILLIAMS BAY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

DATED: 05/24/2024

CHRISTOPHER A. HODGES RLS 2760

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.: 5536.17 | DATE: 06/10/2024 | SHEET 1 OF 1

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-61-24**

**A RESOLUTION AUTHORIZING
STATE OF WISCONSIN MUNICIPAL FINANCIAL AGREEMENT
(STH 67 – THEATRE ROAD TO W. GENEVA STREET)**

WHEREAS, the State of Wisconsin is preparing plans for the complete reconstruction of State Highway 67 (STH 67) within the Village of Williams Bay from Theatre Road to W. Geneva Street; and

WHEREAS, the Village has requested coordination with the State for the installation of Village infrastructure improvements and for the reconstructed highway to include improvements beyond the State highway design elements that benefit the Village ("***Village Improvements***"); and

WHEREAS, the State of Wisconsin provided the Municipal Financial Agreement detailing the Village's financial obligations for the Village Improvements; and

WHEREAS, on September 3, 2024 the Village Streets and Highway Committee and Finance and Personnel Committee reviewed and recommended approval of the Agreement; and

WHEREAS, the President and Village Board have determined that it is in the best interests of the Village and its residents to authorize execution of the State of Wisconsin Municipal Financial Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, as follows:

SECTION ONE: **Recitals.** The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: **Approval; Authorization.** The State of Wisconsin Municipal Financial Agreement is hereby authorized in substantially the form attached hereto as Exhibit A. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Proposal in its final form on behalf of the Village.

Approved by the Village Board of the Village of Williams Bay this 16th day of September 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

STATE OF WISCONSIN MUNICIPAL FINANCIAL AGREEMENT
(STH 67 – THEATRE ROAD TO W. GENEVA STREET)



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: July 11, 2024
I.D.: 3325-08-02/22/72/73
Road Name: STH 067
Title: V WILLIAMS BAY, W GENEVA ST
Limits: THEATRE RD TO ELKHORN RD
County: WALWORTH
Roadway Length: 1.05 miles

The signatory **Village of Williams Bay**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan). Utility adjustments, watermain replacement.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 700,000	\$ 700,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 100,000	\$ 100,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
¹ Construction: Participating	\$ 3,270,000	\$ 3,270,000	100%	\$ -	0%
Paving Items (Inc Parking)	\$ 2,250,000	\$ 2,232,000	99.2%	\$ 18,000	0.8%
Non-Participating	\$ 6,000,000	\$ -	0%	\$ 6,000,000	100%

Total Cost Distribution \$ **12,320,000** \$ **6,302,000** \$ **6,018,000**

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but

only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the Village of Williams Bay (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SERegion Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for parking lanes 100% Municipal. Parking costs are included with paving costs, with parking lanes calculated as a percentage of parking area compared to the total area of pavement. For this project 0.8% of the overall paving costs were determined to be parking related. These parking costs are apportioned to the Village of Williams Bay based on the amount of parking within the Municipality.
 - (f) Funding for non-participating items, including watermain replacement 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-62-24**

**A RESOLUTION AUTHORIZING
STATE OF WISCONSIN MUNICIPAL MAINTENANCE AGREEMENT
(STH 67 – THEATRE ROAD TO W. GENEVA STREET)**

WHEREAS, the State of Wisconsin is preparing plans for the complete reconstruction of State Highway 67 (STH 67) within the Village of Williams Bay from Theatre Road to W. Geneva Street; and

WHEREAS, the Village has requested coordination with the State for the installation of Village infrastructure improvements and for the reconstructed highway to include improvements beyond the State highway design elements that benefit the Village ("***Village Improvements***"); and

WHEREAS, the State of Wisconsin provided the Municipal Maintenance Agreement detailing the Village's Maintenance obligations for the Village Improvements; and

WHEREAS, on September 3, 2024 the Village Streets and Highway Committee and Finance and Personnel Committee reviewed and recommended approval of the Agreement; and

WHEREAS, the President and Village Board have determined that it is in the best interests of the Village and its residents to authorize execution of the State of Wisconsin Municipal Maintenance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, as follows:

SECTION ONE: **Recitals.** The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: **Approval; Authorization.** The State of Wisconsin Municipal Maintenance Agreement is hereby authorized in substantially the form attached hereto as Exhibit A. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Proposal in its final form on behalf of the Village.

Approved by the Village Board of the Village of Williams Bay this 16th day of September 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

STATE OF WISCONSIN MUNICIPAL MAINTENANCE AGREEMENT
(STH 67 – THEATRE ROAD TO W. GENEVA STREET)

	STATE/MUNICIPAL <u>MAINTENANCE</u> AGREEMENT	Date: July 11, 2024 ID: 3325-08-72 Road Name: STH 67 Limits: THEATRE RD TO ELKHORN RD County: Walworth

The signatory **Village of Williams Bay**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 3325-08-72

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 3325-08-72. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the Village of Williams Bay (Please sign in blue ink)	
Name (print)	Title
Signature Date	
Signed for and in behalf of the State (Please sign in blue ink)	
Name Brian Roper	Title WisDOT SE Region Maintenance Chief
Signature Date	

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the

Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.

2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility including, but not limited to, annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, grit covers, risers, covers and frames; repair top slabs along with bottom and walls of basins. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
 - (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings in accordance with the signing and marking agreement if completed as part of this project.
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.) in accordance with the signing and marking agreement if completed as part of this project.
 - (i) Maintain and accept responsibility for the following as applicable to this agreement:
 1. Curb & gutter: surface repair

2. Grass: mowing, repair tire ruts in turf, weed control, litter removal.
3. Landscaping: removal and replacement of dead plant material, pruning, watering.
4. Other (please identify) Utilities: Water & Sanitary, Rectangular Rapid Flashing Beacons

4. The Municipality, within the specified limits, agrees to:

(a) Prohibit angle parking.

(b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.

1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction project, 3325-08-72, the Municipality will assume all afore mentioned maintenance responsibilities.

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-63-24**

**A RESOLUTION AWARDDING BID FOR
VILLAGE ROADWAY IMPROVEMENTS PROGRAM 2024**

WHEREAS, the Village publicly solicited competitive bids for undertaking the 2024 Roadway Improvements Program ("**Paving**"), and the Village received one (1) bid in response to the Solicitation; and

WHEREAS, the apparent lowest responsible bid received by the Village was submitted by Rock Road Companies, LLC. ("Bidder") in the amount of \$1,171,312.32 for the two alternate bid items (the "Bid") and the Village Engineer has recommended approval, a copy of which is attached hereto as Exhibit A; and

WHEREAS, on September 3, 2024, the Village Streets & Highways Committee and Finance & Personnel Committee recommended approval of the Bid; and

WHEREAS, on September 16, 2024, the Village of Williams Village Board, as recommended by the Streets & Highways Committee and Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to authorize the Bid.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended bid, therefore.

Approved by the Village Board of the Village of Williams Bay this 16th day of September 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHBIT A
(Village Engineer Recommendation & Bid Summary)

DRAFT

August 30, 2024

Mr. David Lothspeich, Administrator
Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191

Subject: Williams Bay – 2024 Roadway Improvements

Dear Mr. Lothspeich:

Enclosed is an excerpt of the only bid received for the 2024 Roadway Improvements Project. The total bid price was \$1,201,267.05, which included storm sewer on East Geneva Street and spot pavement patching in Lakewood Trails Subdivision.

There are two alternate bid items: The first alternate allows the Village to delete most of the storm sewer on E. Geneva Street (except the culvert crossing at Menominee Road) and save approximately \$455,000.00. The second alternate allows the Village to replace the specified pavement patching in Lakewood Trails Subdivision with a complete rehabilitation of pavements in this subdivision for an additional cost of \$441,797.00. The Village could accept one, both, or neither alternate. We recommend acceptance of both alternatives for a total contract price of \$1,171,312.32, which includes a two-foot stone shoulder in Lakewood Trails Subdivision and a culvert crossing of E. Geneva Street at Menominee Road.

We find Rock Road Companies to be the lowest responsible and responsive bidder and believe that Rock Road Companies is qualified to complete the project. We recommend that the Village award the contract to Rock Road Companies for \$1,171,312.32, contingent on financing.

The storm sewer on E. Geneva Street was intended to alleviate flooding in the Willabay Woods Subdivision by capturing water south of E. Geneva Street near Bell's Store and preventing it from entering the Willabay Condo Property. See Figure 1: A similar drainage solution is possible without storm sewer in E. Geneva Street if the Village requires a proposed development to oversize the detention and infiltration facilities at the time of development. The Village should verify that the soils are favorable for infiltration by conducting geotechnical testing; enclosed is a proposal for \$4,188.00 from ECS Midwest for the necessary testing. We recommend acceptance of this proposal.



Figure 1 – Proposed Development

Please advise us of your decision, including the alternates, and call if you have any questions.

Sincerely,
BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Douglas R. Snyder, PE

DRS:jmc

C/encs.: Tina Kolls, Clerk (w/original bids)
Brett Biwer, PE, Project Manager

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j. By submission of the Bid, BIDDER certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:

- (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) BIDDER is not listed on the State of Wisconsin Department of Transportation List of Disapproved, Suspended and Debarred Contractors.

4. BIDDER submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

BIDDER agrees that the OWNER may select any one or more Parts of this Bid, and if awarded the Contract for such Part or Parts of this Bid, the BIDDER agrees to perform and complete the work at the Contract Unit Prices submitted herein.

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
	<u>Section A: Observatory Place</u>				
1	MOBILIZATION	1	LS	Lump Sum	\$ 25,000.00
2	CONSTRUCTION LAYOUT AND STAKING	1	LS	Lump Sum	\$ 750.00
3	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,167	SY	\$ 1.94	\$4,203.98
4	BASE REPAIR	72	TON	\$ 37.52	\$2,701.44
5	SANITARY MANHOLE ADJUSTMENT	2	EACH	\$ 1,141.80	\$2,283.60
6	HMA, 3LT 2-1/4-INCH LOWER LAYER	2,167	SY	\$ 11.14	\$ 24,140.38
7	HMA, 4LT 1-3/4-INCH UPPER LAYER	2,167	SY	\$ 9.07	\$19,654.69
8	CRUSHED LIMESTONE SHOULDERS	2,100	LF	\$ 4.91	\$10,311.00
9	LAWN RESTORATION	1	LS	Lump Sum	\$ 2,461.87
10	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$ 151.50

BID FORM
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SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity		Unit Price	Amount
11	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$1,864.00
	Section A Total:				\$93,522.46
	<u>Section B: Clover Street</u>				
12	MOBILIZATION	1	LS	Lump Sum	\$25,000.00
13	CONSTRUCTION LAYOUT AND STAKING	1	LS	Lump Sum	\$750.00
14	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,233	SY	\$2.86	\$6,386.38
15	BASE REPAIR	74	TON	\$40.93	\$3,028.82
16	SANITARY MANHOLE ADJUSTMENT	2	EACH	\$1,141.80	\$2,283.60
17	STORM MANHOLE ADJUSTMENT	2	EACH	\$675.54	\$1,351.08
18	HMA, 3LT 2-1/4-INCH LOWER LAYER	2,233	SY	\$11.85	\$26,461.05
19	HMA, 4LT 1-3/4-INCH UPPER LAYER	2,233	SY	\$9.63	\$21,503.79
20	PAVEMENT MARKING, 18-INCH EPOXY	15	LF	\$62.00	\$930.00
21	CRUSHED LIMESTONE SHOULDERS	1,340	LF	\$5.42	\$7,262.80
22	LAWN RESTORATION	1	LS	Lump Sum	\$2,954.25
23	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$151.50
24	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$1,828.00
	Section B Total:				\$99,891.27
	<u>Section C: Cedar Point Drive Spot Repairs</u>				
25	MOBILIZATION	1	LS	Lump Sum	\$25,000.00
26	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,300	SY	\$8.74	\$20,102.00
27	BASE REPAIR	77	TON	\$40.93	\$3,151.61
28	HMA, 3LT 2-1/4-INCH LOWER LAYER	2,300	SY	\$10.50	\$24,150.00
29	HMA, 4LT 1-3/4-INCH UPPER LAYER	2,300	SY	\$8.59	\$19,757.00
30	LAWN RESTORATION	1	LS	Lump Sum	\$4,431.37
31	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$505.00
32	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$3,084.00
	Section C Total:				\$100,180.98
					\$
	<u>Section D: East Geneva Street</u>				\$
33	MOBILIZATION	1	LS	Lump Sum	\$60,000.00
34	CONSTRUCTION LAYOUT AND STAKING	1	LS	Lump Sum	\$2,000.00
35	CONCRETE PAVEMENT REMOVAL	3,300	SY	\$10.72	\$35,376.00

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
36	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	8,300	SY	\$ 4.53	\$ 37,599.00
37	CRUSHED AGGREGATE BASE COURSE, 1 1/4-INCH	1,470	TON	\$ 17.13	\$ 25,181.10
38	BASE REPAIR	160	TON	\$ 44.33	\$ 7,092.80
39	SANITARY MANHOLE ADJUSTMENT	2	EACH	\$ 1,141.80	\$ 2,283.60
40	HMA, 3LT 2-1/4-INCH LOWER LAYER	8,300	SY	\$ 10.29	\$ 85,407.00
41	HMA, 4LT 1-3/4-INCH UPPER LAYER	8,300	SY	\$ 7.81	\$ 64,823.00
42	STORM SEWER, 12-INCH RCP, GRANULAR BACKFILL	69	LF	\$ 154.98	\$ 10,693.62
43	STORM SEWER, 15-INCH RCP, GRANULAR BACKFILL	178	LF	\$ 146.03	\$ 25,993.34
44	STORM SEWER, 21-INCH RCP, GRANULAR BACKFILL	1,689	LF	\$ 192.00	\$ 324,288.00
45	STORM MANHOLE, 48-INCH DIA., 0' TO 8.5' DEPTH	4	EA	\$ 4,619.67	\$ 18,478.68
46	STORM MANHOLE, 48-INCH DIA., 8.5' TO 15' DEPTH	2	EA	\$ 7,214.23	\$ 14,428.46
47	STORM MANHOLE, 60-INCH DIA.	1	EA	\$ 5,399.04	\$ 5,399.04
48	STORM DOGHOUSE MANHOLE, 60-INCH DIA.	1	EA	\$ 6,079.29	\$ 6,079.29
49	STORM INLET, 2x3	6	EA	\$ 4,077.49	\$ 24,464.94
50	MEDIUM RIP RAP	7	CY	\$ 221.48	\$ 1,550.36
51	30-INCH CURB & GUTTER	50	LF	\$ 100.00	\$ 5,000.00
52	PAVEMENT MARKING, 4-INCH EPOXY	7,120	LF	\$ 1.10	\$ 7,832.00
53	PAVEMENT MARKING, 18-INCH EPOXY	18	LF	\$ 18.50	\$ 333.00
54	LAWN RESTORATION	1	LS	Lump Sum	\$ 4,135.95
55	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$ 3,004.75
56	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$ 4,522.00
Section D Total:					\$ 775,965.93
Section E: Lakewood Trails					
57	MOBILIZATION	1	LS	Lump Sum	\$ 20,000.00
58	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,200	SY	\$ 20.23	\$ 44,506.00
59	BASE REPAIR	70	TON	\$ 40.93	\$ 2,865.10
60	HMA, 3LT 2-1/4-INCH LOWER LAYER	2,200	SY	\$ 13.29	\$ 29,238.00
61	HMA, 4LT 1-3/4-INCH UPPER LAYER	2,200	SY	\$ 12.12	\$ 26,664.00
62	LAWN RESTORATION	1	LS	Lump Sum	\$ 5,662.31

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity		Unit Price	Amount
63	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$ 505.00
64	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$ 2,266.00
	Section E Total:				\$ 131,706.41
	TOTAL AMOUNT OF BID				\$ 1,201,267.05

5. Section D Alternate: BIDDER submits the following price to be deducted from the total price for Section D to remove the storm sewer and rehabilitate the surface of the roadway rather than reconstruct as shown on the Drawings and described in the Specifications, and agrees that OWNER reserves the unrestricted privilege to accept or reject any or all alternate prices for the deletion of the items of work, and to use any combination of alternate prices for the deletion of the items of work to determine the lowest Bid.

A. Delete:

- (1) STORM SEWER ITEMS (ITEM NUMBERS 42 - 51)
 (2) CONCRETE PAVEMENT REMOVAL (ITEM NUMBER 35)

Deduct the sum of \$ (\$471,751.73)

6. Section E Alternate: BIDDER submits the following unit prices if the OWNER decides to rehabilitate all of the roadways in the subdivision rather than the specified spot repairs and agrees that OWNER reserves the unrestricted privilege to accept or reject any or all alternate prices for the deletion of the items of work, and to use any combination of alternate prices for the deletion of the items of work to determine the lowest Bid.

A. Replace Unit Prices based on a total area of 22,500 SY:

Item 57: ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH: \$ 2.62

Item 59: HMA, 3LT 2-1/4-INCH LOWER LAYER: \$ 9.87

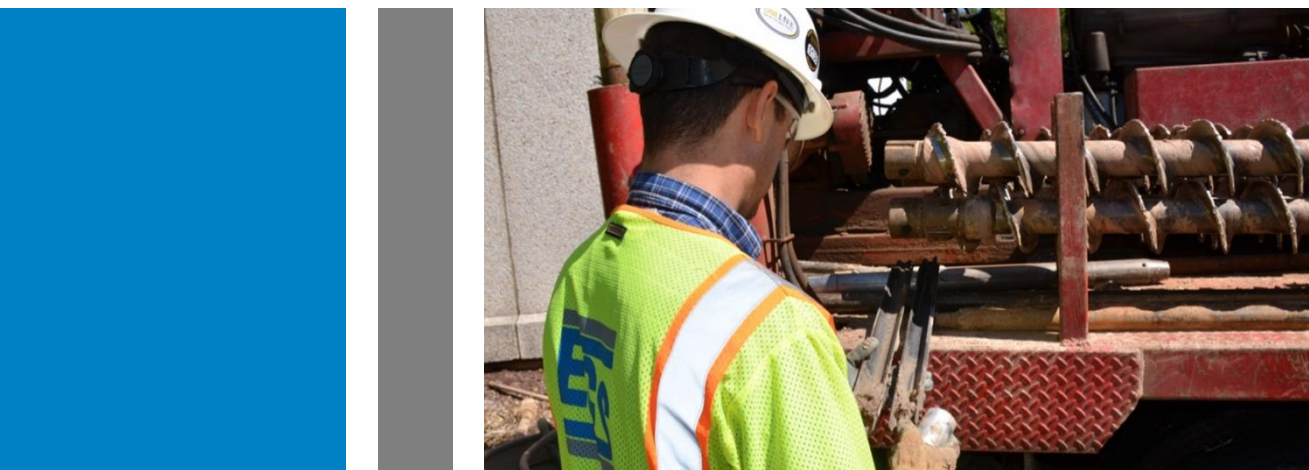
Item 60: HMA, 4LT 1-3/4-INCH UPPER LAYER: \$ 7.68

7. The Work will be substantially completed on or before May 23, 2025, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before July 25, 2025.

A. BIDDER accepts the provisions of the Agreement and the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.

8. Required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or Five Percent of the Bid Amount.

BID FORM
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ECS Midwest, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Geneva Street Infiltration

E Geneva Street
Williams Bay, Walworth County, Wisconsin

ECS Proposal No. 42:3888-GP

August 7, 2024





August 7, 2024

Mr. Brett Biwer
Baxter & Woodman Consulting Engineers
256 S Pine St
Burlington, Wisconsin 53105

ECS Proposal No. 42:3888-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Geneva Street Infiltration
E Geneva Street
Williams Bay, Walworth County, Wisconsin

Dear Mr. Biwer:

As requested, ECS Midwest, LLC (ECS) is pleased to provide the following **lump sum** proposal for subsurface exploration and geotechnical engineering services for the above referenced project. Our understanding of the project is based on our review of your email and aerial map. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have reviewed the Request for Proposal and discussed the overall project with your firm. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site. The following is a summary of the sources of information used in preparing this proposal:

- Emails between Brett Biwer with Baxter & Woodman and Darin Maciolek with ECS between July 31 and August 1, 2024.
- Aerial Map showing the approximate SWM basin location provided by Baxter & Woodman.

Existing Site Conditions

The project site is located at E Geneva Street in Williams Bay, Walworth County, Wisconsin. Existing conditions include a vacant wooded lot.

Project Description

We understand the proposed project will include the construction of an infiltration basin. It is understood exploration deep enough to verify granular soil is at a lower elevation than basements to the north is desired. The information in the table below summarizes our understanding of the project.

DESIGN INFORMATION			
Subject		Expectation	
SWM Device	Type	Infiltration	R
	Bottom Depth	4 to 8 feet below site grades	B
Grading	Cut	Less than 8 feet	B
	Fill	Less than 2 feet	B

R: Reported by client and/or design team

B: Based on ECS estimates in absence of information from client and/or design team

Please note that a grading plan was not available at the time of this proposal. ECS should be provided with a grading plan prior to initiating our services to review our proposed depth of borings regarding actual cut/fill depths and make changes to our proposed scope and fee as necessary.

SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Utility Clearance

Per state law, our drilling subcontractor will contact Diggers Hotline, Inc. the public utility to locate underground utilities at the site. Typically, Diggers Hotline, Inc. will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Diggers Hotline, Inc. did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have not** included the cost of a private utility line locator in our “Base Services”. If private utilities are present that were not identified by the public system, we can provide a private utility line locator to reduce your liability for a lump sum fee of \$650. Please read the following section on private utility locator services and, if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

Site Access

Based on available aerial photographs, the site appears to be wooded. Therefore, we anticipate that some clearing may be required to provide drill rig access to the proposed soil test boring locations. Clearing, if needed and authorized, will be provided by chainsaw. The cost of clearing **has not** been included in our fee. If site clearing is required and authorized, indicate your request for their services on the attached Proposal Acceptance sheet. Please note that minimum 10-foot-wide cleared paths will result. We will attempt to limit disturbance, but felled trees and cleared underbrush should be anticipated.

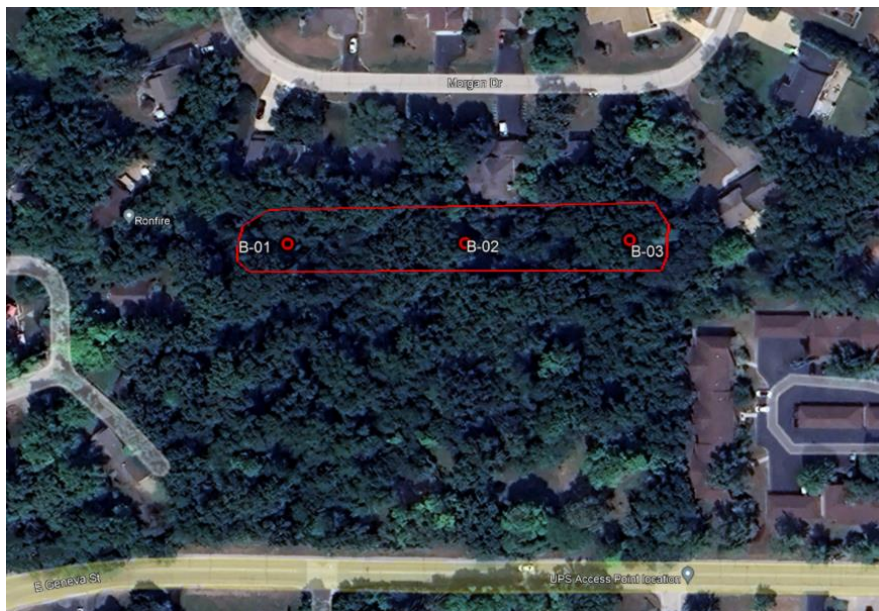
Regarding site access, we have made the following assumptions:

- No special permits or work outside of normal working hours will be required.
- Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination with landowners to obtain access permission will be provided by the client.

Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- Field locate the test locations by handheld GPS unit. Elevations will be interpolated from provided plans or referenced from available online topographical information.
- Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- Mobilize a track mounted drilling rig to the site.
- Perform soil test borings (ASTM 1586/1587 Standard and/or Continuous Sampling) at the approximate locations shown on the figure below.



Boring No.	Proposed Structure /Site Feature	Proposed Drilling	Total Linear Feet of Drilling
B-01 through B-03	SWM	3 SPT* Borings to 20 feet deep	60
		Total Drilling Footage	60

*Standard Penetration Test

- e. Perform testing and sampling in general accordance with ASTM standards and local practices.
- f. Measure the depth of groundwater within each exploration location at the time of drilling and/or prior to backfilling.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first. Please note that a minimum charge of 10 feet will apply to each location terminated at a depth less than 10 feet.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations and mound the excess spoils back up over the test locations. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass, shrubs, trees, or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted.

If site clearing is required and authorized, please note that minimum 10-foot-wide cleared paths will be made. We will attempt to limit disturbance, but felled trees and cleared underbrush should be anticipated in cleared paths. Our cost estimate does not include any restoration of cleared areas, moving/chipping of felled trees, etc. If there are any areas where clearing is not to be performed (such as in Resource Protection Areas (RPA), wetlands, or other areas), those areas must be clearly marked on plans provided to us and should be delineated in the field with flagging prior to our mobilization to the site. ECS cannot be responsible for disturbance of sensitive or restricted areas not identified in this manner.

Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

Laboratory Test	Quantity
Natural Moisture Content	Cohesive Samples
Calibrated Hand Penetrometer	Cohesive Samples
Atterberg Limits	1
Percentage Passing a No. 200 Sieve	1

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- a. A review of published soils mapping and/or geologic information.
- b. Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and a field exploration diagram.

- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. Elevations will be interpolated from civil drawings or referenced from topographic information that you supply.
- f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Evaluation of the subsurface conditions encountered at the boring locations regarding estimates of seasonal high groundwater table, bedrock depths and estimates of infiltration rates as noted in the Wisconsin Department of Natural Resources (WDNR) Conservation Practice Standard 1002 and NRCS will be provided. Preparation of Soil and Site Evaluation-Storm Form SBD-10793 by a Certified Soil Tester per SPS 382.365 and 385, Wis. Adm. Code, and WDNR Standard 1002. Reuse of on-site soil as liner material for a wet detention pond as noted in the WDNR Conservation Practice Standard 1001 and NRCS will also be discussed.
- j. Evaluation of the on-site soil characteristics and a discussion of their suitability for reuse as engineered fill. We will also include compaction recommendations and suitable material guidelines.
- k. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

FEE

ECS will provide the services outlined in this proposal ("Base Services") for a lump sum fee of \$4,188, plus any optional services authorized.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services/fees are requested or required based on differing site conditions, unreported contaminated materials, access issues (i.e., snow cover, soft subgrades, etc.) or difficult drilling conditions (i.e., SPT blow counts greater than 50 blows/foot or fill materials containing debris, etc.) we will contact your office (or assigned representative) for verbal and written authorization to proceed with the additional services.

SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate the following project schedule:

Task	Approximate Schedule
Mobilization	2-3 weeks
Field Exploration	1 day
Laboratory Testing	5 days
Engineering Report	1 week
Total	4-5 weeks

The actual time from initial authorization through final report submission will depend on weather conditions, site access, utility clearance and exploration crew availability.

CLOSING

Our "Terms and Conditions of Service," are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS MIDWEST, LLC



Lauren McGovern

Geotech Asst. Staff Project Professional
lmcgovern@ecslimited.com



Geotechnical Department Manager
dmaciolek@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service
Important Information about This Geotechnical Engineering Proposal

PROPOSAL ACCEPTANCE

Proposal No.: 42:3888
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
 Project: Geneva Street Infiltration
 Location: E Geneva Street, Williams Bay, Walworth County, Wisconsin
 Base Services: \$4,188

Client Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Optional Services

Private Utility Locator (\$650):	☐ Yes	☐ No
Tree Clearing (\$350/hr.):	☐ Yes	☐ No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(please print or type)

Invoice Delivery Preference: ☐ Electronic (email) ☐ Hardcopy (USPS)

	<u>Invoice Addressee</u>	<u>Report Addressee</u>
Contact Name:	_____	_____
Company:	_____	_____
Title:	_____	_____
Email:	_____	_____
Mailing Address	_____	_____
City, State, Zip:	_____	_____
Telephone No.:	_____	_____

Client Project/Account Number: _____
 Special Conditions for Invoice: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

- Phase I, II and III Environmental Site Assessments	- Third Party Mechanical, Electrical, Plumbing Inspections Services	- Building Envelope, Roofing, and Waterproofing Consultation
- Wetlands Delineations	- Construction Materials Testing and Special Inspections	- Specialty Materials and Forensics Testing
- Asbestos/Lead Paint Services	- LEED® Consulting Services	- Monitoring Services
- Indoor Air Quality/Mold Services	- Geo-Structural Design	- Pre- and Post-Construction Condition Assessments
- Natural Resources		
- Groundwater Remediation		



ECS Midwest, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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VILLAGE OF WILLIAMS BAY
2024 Street Program
Revised - April 15, 2024

4/15/24 - Revised to add pavement widening on East Geneva Street.

- See the attached opinion of probable cost (OPC) and sketches for each of the proposed roadway sections further described below.
 - Observatory Place: Remove the existing asphalt pavement by milling, proof roll the base and repair soft spots, repave with 4-inches of hot mix asphalt, and install 2-ft wide gravel shoulders.
 - Clover Street: Remove the existing asphalt pavement by milling, proof roll the base and repair soft spots, repave with 4-inches of hot mix asphalt, and install 2-ft wide gravel shoulders.
 - Lakewood Trails: Repair deteriorated pavement areas by removing the asphalt, repairing the stone base, and repaving with hot mix asphalt. The water main valve repair areas will also be repaved.
 - East Geneva Street: Reconstruct the east bound lane and install storm sewer, and remove / trim trees within the right-of-way to prevent deterioration of the pavement.
 - East Geneva Street: Widen the north side pavement by 3-feet from Willabay Drive to Potawatomi Road.
 - Cedar Point Drive: Repair deteriorated pavement areas.
- We worked with Village staff to scope a street rehabilitation project to meet a budget of \$1.6M. The budget will need confirmation by the finance committee.
- The bid opening is planned for late June with construction starting after Labor Day but before Memorial Day of 2025. The work in Lakewood Trails will occur in 2024.
- The bid form will allow removal of a section if the bid price is over budget; currently, a pay item in the Lakewood Trails section will allow the Village to full depth mill and repave additional areas if bid prices are lower than expected.
- Once approved, we will provide an engineering work order and a proposal from a testing company to perform pavement cores and soil testing of the road sub-base. These costs are included in the line item for contingency & engineering in the OPC.

P:\WLM\SV\2400607-2024 Roadway Improvements\00-Design\07-OPC-Quantities-Estimates\2024 Street Program Engineer Report REV 04-15-24.docx

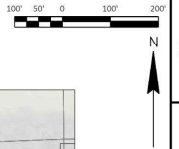
Opinion of Probable Cost
2024 Roadway Improvements
Village of Williams Bay

Section	Quantity		Amount	
<u>Observatory Place</u>				
MOBILIZATION	1	LS	\$	8,000
ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,200	SY	\$	13,000
HMA, 4-INCHES	2,200	SY	\$	56,000
GRAVEL SHOULDERS	2,100	LF	\$	8,000
TRAFFIC, LAWN, EROSION	1	LS	\$	6,000
Observatory Place Construction Cost			\$	91,000
<u>Clover Street</u>				
MOBILIZATION	1	LS	\$	8,000
ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,300	SY	\$	14,000
HMA, 4-INCHES	2,300	SY	\$	58,000
GRAVEL SHOULDERS	1,340	LF	\$	5,000
TRAFFIC, LAWN, EROSION	1	LS	\$	6,000
Clover Steet Construction Cost			\$	91,000
<u>Lakewood Trails</u>				
MOBILIZATION	1	LS	\$	8,000
ASPHALT PATCHING, INCLUDES VALVE REPAIR AREAS	3,400	SY	\$	170,000
TRAFFIC CONTROL	1	LS	\$	2,000
Lakewood Trails Construction Cost			\$	180,000
<u>East Geneva Street (Eastbound Lane and Storm Sewer)</u>				
MOBILIZATION	1	LS	\$	12,000
PAVEMENT REMOVAL / SAW CUTTING	3,600	SY	\$	50,000
BASE AGGREGATE, 1-1/4-INCH	1,600	TON	\$	29,000
HMA, 4-INCHES	3,600	SY	\$	91,000
GRAVEL SHOULDERS	600	LF	\$	2,000
TRAFFIC, LAWN, EROSION, MARKING, LAYOUT	1	LS	\$	28,000
STORM SEWER, 18-INCH RCP, GRANULAR BACKFILL	2,100	LF	\$	420,000
STORM MANHOLE, 48-INCH DIA.	10	EA	\$	100,000
STORM INLET, 2x3 AND CURB REPLACEMENT	7	EA	\$	50,000
TREE REMOVAL / TRIMMING	1	LS	\$	40,000
East Geneva Steet (Eastbound Lane) Construction Cost			\$	822,000
<u>East Geneva Street Widening (Willabay Dr. to Potawatomi Rd.)</u>	1	LS	\$	46,000
<u>Cedar Point Drive Spot Repairs</u>	1	LS	\$	75,000
CONSTRUCTION COST			\$	1,305,000
30% Contingency & Engineering			\$	392,000
PROJECT COST			\$	1,697,000





LAKEWOOD TRAILS PATCH DETERIORATED PAVEMENT AREAS AND VALVE REPAIRS



REPLACE 8" VALVE.
NOTE: VALVE CURRENTLY DOESN'T OPERATE.
CONTACT VILLAGIC PRIOR TO REPLACING
AND VERIFY IT CAN'T BE REPAIRED IN PLACE.

SAWCUT PAVEMENT. MINIMIZE TRENCH WIDTH.
FINISHED SURFACE SHALL BE 4" OF 3/4"
CRUSHED BASE AGGREGATE DENSE OVER 8" OF
1-1/4" CRUSHED BASE AGGREGATE DENSE.

NOTE: VERIFY OPERATION OF VALVES PRIOR TO REPLACING
EXTENSIONS. REPLACE NON-OPERATIONAL VALVES AT THE
BID PRICE FOR 8" AND 12" VALVE REPLACEMENT.

LEGEND

- WV REPLACE BROKEN VALVE EXTENSION
- WV EXISTING VALVE

PROJECT NO: 2325721

VILLAGE OF WILLIAMS BAY
CLOVER STREET TO WILLIAMS STREET WATER MAIN

COUNTY: WALWORTH

WATER VALVE EXTENSION REPLACEMENT

SHEET 8 OF 8

BALTIMORE E

FILE NAME: P:\WILMSV\2325722 CLOVER WILLIAMS WTM\CAD\01_CIVIL\30\01_SHTS\PLANS\023001-UP.DWG
LAYOUT NAME: 1 IN 200 FT

PLOT DATE: 11/27/2023 11:34 AM

PLOT BY: JORDAN SHARPE

PLOT NAME:

PLOT SCALE: 1 IN 200 FT

W00001\CAD001\2\ECT-41

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-64-24**

**A RESOLUTION AUTHORIZING PROPOSAL FOR
REMOVAL OF TENNIS AND BASKETBALL COURTS
(Stark Street – WWUP 0002)**

WHEREAS, the Village requested competitive quotes for undertaking the removal of the existing Tennis and Basketball Courts adjacent to Stark Street ("**Project**"), and the Village received two (2) proposals in response to the Solicitation; and

WHEREAS, the apparent lowest responsible proposal received by the Village was submitted by Odling Construction, Inc. ("**Odling**") in the amount of \$13,250 for the removal of the tennis and basketball courts and the Village Director of Public Works has recommended approval, a copy of which is attached hereto as Exhibit A; and

WHEREAS, on September 3, 2024, the Village Parks & Lakefront Committee and Finance & Personnel Committee recommended approval of the Odling proposal; and

WHEREAS, on September 16, 2024, the Village of Williams Village Board, as recommended by the Village Parks & Lakefront Committee and Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to authorize the Odling proposal.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended bid, therefore.

Approved by the Village Board of the Village of Williams Bay this 16th day of September 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A
(Odling Proposal For Removal of Tennis and Basketball Courts)

DRAFT

PROPOSAL:
DATE:

WB82724
8/27/2024

PROPOSAL ODLING CONSTRUCTION, INC.

4941 TOWNHALL RD.
DELAVAN, WI 53115
PHONE: 262-728-5148
FAX: 262-728-0290

PROJECT: OWNER: Village of Williams Bay
ADDRESS: 263 Williams St
CITY, ST: Williams Bay, WI 53191
Email: wedwards@williamsbay.org
PHONE: 262-903-1764
PROJECT ADDRESS: Stark St Tennis Courts
Williams Bay, WI 53191

WE HEREBY PROPOSE TO FURNISH THE MATERIAL AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

TENNIS COURT REMOVAL

INCLUDES: Remove fencing and posts with concrete bases
Remove all asphalt as needed
Remove gravel base down app. 4" - 5"
Haul away fencing, posts, concrete, posts, and gravel
Import and install black dirt as needed
Level grade and prep black dirt
Seed and straw matt disturbed areas

Total \$13,250.00

NOTES: All erosion control included
Final grade to be determined with assistance of village

NO PERMITS INCLUDED

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSON OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO CO-OPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMAN MANNER AND DONE ACCORDING TO STATE AND LOCAL CODES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL.

PAYMENT IN FULL WILL BE DUE 30 DAYS FROM DATE ON FIRST INVOICE. 1.5% INTEREST PER MONTH WILL BE CHARGED ON ANY BALANCE AFTER 30 DAYS.

RESPECTFULLY SUBMITTED

Dean Odling

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS SPECIFIED ABOVE.

DATE _____

SIGNATURE _____

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-65-24**

**A RESOLUTION AUTHORIZING BID FOR
RENOVATION AND REPAIRS OF THE THEATRE ROAD RESTROOMS**

WHEREAS, the Village identified the use of the American Rescue Plan Act (ARPA) remaining funds totaling \$189,035 for the renovation and repairs of the Theatre Road Restrooms ("**Project**") ; and

WHEREAS, the Village Engineer requested competitive bids for undertaking the Project and received one (1) bid in response to the Solicitation; and

WHEREAS, the single bid from Glen Fern Construction LLC read at the opening had a lower base bid and higher alternate prices; the low bidder made the Village Engineer aware of their error after the bid opening and detailed their error as placing pricing from their subcontractor in the wrong location on the bid form and they provided the attached continuation sheet as justification of the pricing used. This modified bid can be used if the error is waived as a bid technicality; and

WHEREAS, on September 3, 2024 the Parks and Lakefront Committee and Finance & Personnel Committee recommended waiver of this error and approval of the modified bid identifying Glen Fern Construction LLC as the apparent lowest responsible proposal received; and

WHEREAS, on September 3, 2024 the Finance & Personnel Committee recommended use of the remaining ARPA Funds totaling \$189,035 with difference of \$27,365 to be paid by other funds; and

WHEREAS, on September 16, 2024, the Village of Williams Village Board, as recommended by the Village Parks & Lakefront Committee and Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to approve the Glen Fern Construction bid.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended bid, therefore.

Approved by the Village Board of the Village of Williams Bay this 16th day of September 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

**(Village Engineer Recommendation of Award to
Glen Fern Construction, LLC For Renovation of Theatre Road Bathrooms)**

DRAFT

August 29, 2024

Mr. David Lothspeich, Administrator
Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191

Subject: Williams Bay – Theatre Road Restroom Remodeling

Dear Mr. Lothspeich:

Enclosed is the excerpt of the modified bid form from the only bidder for the Theatre Road Restroom Remodeling Project; the bid read at the opening had a lower base bid and higher alternate prices; the low bidder made us aware of their error after the bid opening and detailed their error as placing pricing from their subcontractor in the wrong location on the bid form; they provided the attached continuation sheet as justification of the pricing used. This modified bid can be used if the error is waived as a bid technicality.

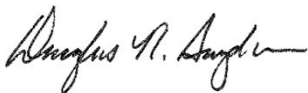
The alternate items on the bid form allow the Village to delete work, if needed, for financial reasons and still have a functional project before Memorial Day of 2025. We recommend the Village waive the bid technicality, reject all the alternate prices, and award a contract for \$216,400.00.

Glen Fern has successfully completed several projects in the Village including the library addition and the Village Hall addition. We find Glen Fern Construction to be the lowest responsible and responsive bidder and believe that Glen Fern Construction is qualified to complete the project.

Please advise us of your decision, including the alternates, and call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, PE

DRS:jmc

C/encs.: Tina Kolls, Clerk (w/original bid)

P:\WLMSV\2401158-Theatre Rd Restroom\00-General Municipal\Bidding\Rec Award.docx

j. By submission of the Bid, BIDDER certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:

- (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) BIDDER is not listed on the State of Wisconsin Department of Transportation List of Disapproved, Suspended and Debarred Contractors.

4. BIDDER will complete the Work for the following lump sum price:

TWO HUNDRED SIXTY-THOUSAND Lump Sum
FOUR HUNDRED DOLLARS (\$216,400)

5. BIDDER submits the following price to be deducted from the lump sum price for the deletion of the items of work as shown on the Drawings and described in the Specifications, and agrees that OWNER reserves the unrestricted privilege to accept or reject any or all alternate prices for the deletion of the items of work, and to use any combination of alternate prices for the deletion of the items of work to determine the lowest Bid.

A. Delete asphalt shingle roof replacement and roof fans.

Deduct the sum of \$ 19,000-

B. Delete septic tank and septic field removal.

Deduct the sum of \$ 17,600 =

C. Delete well pump removal and well abandonment.

Deduct the sum of \$ 7,800 =

6. The Work will be substantially completed on or before May 16, 2025, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before July 31, 2025.

VILLAGE OF WILLIAMS BAY

THEATER ROAD PARK RESTROOM BUILDING
REMODELING



CONTINUATION FORM

8/29/2024

SPECIFICATION SECTION	DESCRIPTION	BASE COST	A. CREDIT SHINGLE AND ROOF FAN	B. DELETE SEPTIC TANK AND SEPTIC FIELD REMOVAL	C. DELETE WELL PUMP REMOVAL AND WELL ABANDONMENT.	LISTED FIRM
01 11 00	GENERAL CONDITIONS	5,253.00				GFC
02 41 13	DEMOLITION	4,600.00	-			GFC
03 10 00	EXCAVATION, LANDSCAPE, CONCRETE	21,137.90		(3,240.00)		GFC
04 10 00	MASONRY	495.00				GFC
05 50 00	METALS	-				GFC
06 10 00	CARPENTRY	4,487.00				GFC
07 31 13.13	SHINGLE ROOFING & SHEETMETAL	14,556.42	(14,556.42)			LUNA
07 90 00	SEALANTS	357.50				GFC
08 50 00	HM DOORS AND FRAMES	-				N/A
08 71 00	HARDWARE	1,060.50				SECTION 8
09 32 00	EPOXY FLOORING	3,995.65				GFC
09 90 00	PAINTING	4,076.60				GFC
10 10 00	TOILET ACCESSORIES	2,605.00				GFC
10 80 00	TOILET PARTITIONS	5,643.00				GFC
22 05 00	PLUMBING	9,100.00				ODLING PLUMB'G
23 05 00	HVAC	1,200.00	(1,200.00)			GFC/WESTENN
26 05 00	ELECTRICAL	10,025.00	(200.00)		(100.00)	ACKLEY ELECTRIC
33 11 46	SITE WATER	84,900.00			(6,600.00)	ODLING CONST
33 31 43	SANITARY SEWER	IN ABOVE		(12,000.00)		ODLING CONST
33 32 26	SUBMERSIBLE SEWAGE GRINDER PUMPING SYSTEM	IN ABOVE		-		ODLING CONST
SUBTOTAL		173,492.57	(15,956.42)	(15,240.00)	(6,700.00)	
CONTRACTOR MANAGEMENT FEE		38,197.43	(2,543.58)	(1,910.00)	(900.00)	
BOND FEE		4,710.00	(500.00)	(450.00)	(200.00)	
TOTAL CONSTRUCTION COST		\$ 216,400.00	\$ (19,000.00)	\$ (17,600.00)	\$ (7,800.00)	

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-66-24**

**A RESOLUTION AUTHORIZING CHANGE ORDER #1
FOR VILLAGE WATER WELL #2 PUMP REPLACEMENT**

WHEREAS, on June 19, 2023, the Village Board approved a resolution authorizing Work Order 221236.00 for Design and Construction Engineering Services for Well #2 Pump Replacement (“Work Order”); and

WHEREAS, on September 18, 2023 the Village Board approved resolution R-62-23 approving the low-bid from Water Well Solutions, Inc., Oconomowoc, WI for the amount of \$153,169 funded by 2022 Bonds originally identified for Southwick Creek Realignment; and

WHEREAS, The well was televised on July 16, 2024; the well requires rehabilitation to restore the structural condition and allow the operators to perform future maintenance. Water Well Solutions submitted the attached Change Order #1 with the net cost increase of \$52,035; and

WHEREAS, on September 3, 2024 the Water and Sewer Committee and Finance & Personnel Committee recommended approval of the Change Order #1 for the Village Water Well #2 Pump Replacement; and

WHEREAS, on September 16, 2024, the Village of Williams Village Board, as recommended by the Village Water & Sewer Committee and Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to approve the Change Order #1 from Well Water Solutions, Inc.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended bid, therefore.

Approved by the Village Board of the Village of Williams Bay this 16th day of September 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

(Change Order #1 for Well #2, Water Well Solutions, Inc)

DRAFT

CHANGE ORDER NO. 1

DRAFT**PROJECT:** Well 2 Pump Replacement**DATE OF ISSUANCE:**

August 30, 2024

OWNER: Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191**ENGINEER:**Baxter & Woodman, Inc.
256 South Pine Street
Burlington, WI 53105**CONTRACTOR:** Water Well Solutions Group
N87W36051 Mapeton Street
Oconomowoc, WI 53066**ENGINEER's Project No.**

221236.00

You are directed to make the following changes in the Contract Documents: Perform structural modifications to the well including a new base and vent that will allow the operators to perform maintenance on the well without removing the pump. Also modify the pumping equipment and perform additional chemical and mechanical treatment in accordance with the August 7, 2024 proposal letter. See the attached Change Order 1 Summary Sheet and supporting information.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$153,169.00

Previous Change Orders:
No. - to No. 1

\$0.00

Current Contract Price: \$153,169.00

Net Increase of this Change Order: \$52,035.00

Contract Price with this Change Order: \$205,204.00

CHANGE IN CONTRACT TIME:

Original Contract Time:

Substantial Completion: 120 days after 6/7/24

Completion: 30 days after Substantial

Change from previous Change Orders: None

Current Contract Time:

Substantial Completion: No Change

Completion: No Change

Net increase of this Change Order: None

Contract Time with this Change Order:

Substantial Completion: Additional 30 Days

Completion: No Change

PREPARED BY:

Baxter & Woodman, Inc.

APPROVED:

Village of Williams Bay

ACCEPTED:

Water Well Solutions Group

By

Douglas R. Snyder, P.E.
Project Manager

By

William B. Duncan
President

By

Michael Judkins
President

Change Order 1 Summary Sheet

Well 2 Pump Replacement

Item	Approximate Quantity	Unit Price	Amount
Well Structural Modifications and Vent	1 Lump Sum	\$ 15,000	\$15,000
Additional Chemical and Mechanical Treatment	1 Lump Sum	\$ 22,600	\$22,600
Pump Modifications to match WDNR Approval	1 Lump Sum	\$ 14,435	\$14,435
Energenecs Cash Allowance Adjustment	1 Lump Sum	\$ 15,800	\$15,800
Change Order Amount			\$52,035.00



August 7, 2024

Baxter Woodman
256 Pine Street
Burlington, WI 53105
Attn: Doug Snyder

Re: Williams Bay Well #2 Change Order #1

Dear Doug,

Please see the below cost addition for the associated change in equipment and components per your request. Additionally, the increased cost of some components.

Change in Components Costs:

- 40 HP Submersible Motor
- 40 HP VFD
- 25' Additional 4/3 AWG Submersible Cable
- (1) Additional 6" x 20' Pump Column
- Increased Electrician Cost & Components
- Increased Discharge Piping Components Cost

Total Change in Components Cost: \$14,435.00

WELL PUMP MODIFICATIONS TO
MATCH WDNR APPROVAL

Below is our best recommendation and associated cost for remediating the Springtails found within the well upon removal of the equipment and televising.

Treatment/Remedial Costs:

- Mobilize to Site
- Set up jetting tool utilizing water from city hydrant
- Lower tool into casing on 2" pipe and run up and down the well to attempt to jet all springtails off the casing (2 Days)
- Brush the casing with a wire brush (1 Day)
- Bail fill from the bottom of the well (1 Day)
- Demobilize
- Upon returning to install the new submersible pumping equipment; chemically treat the well utilizing Hy-RIP to surge chemicals in and out of the well.
- Pump to waste and collect samples in accordance with the contract

Total Treatment/Remedial Cost: \$22,600.00

ADDITIONAL CHEMICAL AND
MECHANICAL TREATMENT

We suggest this treatment recommendation to be the most effective means of remediation to the issue at hand. If you have any questions do not hesitate to contact me with any questions. Due to the unusual circumstances with the Springtail population in the well, Water Well Solutions Wisconsin, LLC cannot accept any responsibility for nor give any assurances regarding water quality post treatment. If necessary, a meeting can be arranged to discuss this with all parties.

Respectfully,

Philip Judkins
Project Manager
Water Well Solutions Wisconsin, LLC

Douglas R. Snyder

From: Philip Judkins <philip.judkins@wwssg.com>
Sent: Monday, August 26, 2024 12:49 PM
To: Douglas R. Snyder
Cc: Mike Judkins; Wayne Edwards; Matt Davis
Subject: RE: Change Request 1 - Modified Pump and Treatment Proposal

*** **CAUTION: Think Security!** This email originated from outside of Baxter & Woodman, Inc. Do not click on links or open attachments unless you recognize the sender and know that the content is safe.

Doug,

I finally heard back from Energenecs on the SCADA Control System Modifications and Cost. They gave me a total cost of \$20,800.00 which is \$15,800.00 over the budgeted cash allowance of \$5,000.00.

As for Alliant Energy, Matt Davis has gotten into contact with them and there will be no cost for their portion of the work.

Please add the Energenecs difference of \$15,800.00 to the change order and feel free to call to discuss.

Lastly, based on my previous email, do you intend to move forward with the upgraded well vent at the associated costs? If so, please let me know and I can submit for DNR Approval as they have been taking on average of a few weeks to complete the approval process.

Sincerely,



Philip Judkins
Project Manager

Email: philip.judkins@wwssg.com
Office: 920-474-4777 Ext. 107 | **Mobile:** 262-354-5554
N87W36051 Mapleton St, Oconomowoc, WI 53066
www.wwssg.com

From: Philip Judkins
Sent: Thursday, August 8, 2024 4:05 PM
To: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Cc: Mike Judkins <michael.judkins@wwssg.com>; Wayne Edwards <wedwards@vi.williamsbay.wi.gov>; Matt Davis <matt@jeffersonconcurrentelectric.com>
Subject: RE: Change Request 1 - Modified Pump and Treatment Proposal

Doug,

We can start procuring components and can wait until after September 3rd to start the mechanical and chemical treatment all of course factoring in a time extension to substantial completion.

We currently do not have any estimate on where the springtails would have originated from as the well vent had a 24-mesh stainless steel screen in it. We will be able to get a better look at the casing integrity once the jetting, brushing, and Hy-rip treatment is completed.

As for your note on chlorinating every few years to control it or as a preventative maintenance procedure, we have been installing a dual purpose Hy-Rip Port / DNR Code Well Vent that allows us to treat the well with the equipment remaining in the hole. Given the current issue and state of the base that currently exists in Well 2, our best recommendation would be to bust out the entire base, raise the casing up, weld in a 4" Hy-Rip / Vent Port, and pour a new base to be at least 12" tall per DNR Code. This will act as a further deterrent and eliminate any current cracks, height, or deficiencies that the current base has that could be contributing to the springtail's population. The only component it would change in the discharge piping would be the swooping 45-degree spool that goes into the floor which we could have custom made from stainless steel. Please see attached pictures for reference from a few different installations. This would typically cost about \$15,000.00 in materials and labor hours. DNR Approval would need to be requested.

SEE ATTACHED

As for the \$5,000.00 cash allowance for Alliant Energy and Energenecs for SCADA control modifications, we have not yet reached out to them as we were waiting for final approval based on the change in components and upsizing of the equipment. Now that we have everything buckled down, we will begin the electrical demolition and reaching out to coordinate with Alliant and Energenecs. In talking to my Electrician this morning regarding the approval for the larger equipment, he is looking into cost differences for fusing for the VFD. Hopefully, no change but just wanted to make you aware of potential added cost for things like fusing.

Lastly, please see the attached pump test data from pre-removal of the equipment.

If you would like to conference call to discuss the base modifications and well vent that can be arranged.

Sincerely,



Philip Judkins
Project Manager

Email: philip.judkins@wwsbg.com
Office: 920-474-4777 Ext. 107 | Mobile: 262-354-5554
N87W36051 Mapleton St, Oconomowoc, WI 53066
www.wwsbg.com

From: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Sent: Thursday, August 8, 2024 8:33 AM
To: Philip Judkins <philip.judkins@wwsbg.com>
Cc: Mike Judkins <michael.judkins@wwsbg.com>; Wayne Edwards <wedwards@vi.williamsbay.wi.gov>
Subject: Change Request 1 - Modified Pump and Treatment Proposal

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Philip,

Thanks for the attached—it is better news than I expected.



PROPOSED WELL
STRUCTURE MODIFICATION
AND VENT.

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-67-24**

**A RESOLUTION AUTHORIZING THE PULLING AND REPLACEMENT OF
WATER WELL #3 PUMP**

WHEREAS, at the Village Engineer's request, Water Well Solutions, Inc. provided the enclosed budgetary figures proposal for pulling, rehabilitating or replacing the pump for Village Well #3; and

WHEREAS, the Village Engineer's reported that: Well #3 produces at least 80 percent of the supply for the Village; the WDNR recommends inspection on a 10-year interval. The pump was installed in 1999 and last repaired in 2007; the pump was rebuilt, and the motor replaced, and

WHEREAS, on September 3, 2024 the Water and Sewer Committee and Finance & Personnel Committee recommended approval of the replacing Village Water Well #2 Pump Replacement at a cost not to exceed \$120,000; and

WHEREAS, on September 16, 2024, the Village of Williams Village Board, as recommended by the Village Water & Sewer Committee and Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to approve the replacement of Well #3 by Well Water Solutions, Inc.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended bid, therefore.

Approved by the Village Board of the Village of Williams Bay this 16th day of September 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

(Village Engineer Recommendations and Budget Figure or Well #3, Water Well Solutions, Inc)

DRAFT

VILLAGE OF WILLIAMS BAY
Engineer's Report
Well 3 Maintenance
August 30, 2024

- See the attached proposal from Water Well Solutions, Inc. (WWS) to pull and inspect the existing pump. They broke the proposal into phases but did not include a cost for the Phase 2 rehabilitation services. The proposal does contain budget pricing for a complete pump replacement, if needed.
- This well produces at least 80 percent of the supply for the Village; the WDNR recommends inspection on a 10-year interval. The pump was installed in 1999 and last repaired in 2007; the pump was rebuilt, and the motor replaced.
- We recommend approval of the Phase 1 Services for a not-to-exceed price of \$50,000 contingent on use of the Village contract and contract documents and contingent on the work being started after the other two wells are operational. This will allow some money to repair the existing pump, if needed. We also recommend approval of an additional \$20,000 for Phase 2 rehabilitation services, if needed, to limit the time this facility is out of service. We also ask for \$10,000 for the engineering and permitting assistance.

P:\WLMSV\2401436-Well 3 Maintenance\Engineer's Report.docx



August 1, 2024

Baxter Woodman
256 Pine Street
Burlington, WI 53105

Attn: Doug Snyder

Re: Williams Bay Well #3 Well & Pump Rehabilitation Budget Figures

Dear Doug,

Please accept these budgetary figures for the complete removal, disassembly and inspection of the 125 HP Vertical Turbine Lineshaft pump at the above-mentioned facility. We would recommend approaching this project in two phases to achieve the most cost-effective results. Phase 1 will comprise of the pump removal and inspection, and well televising. Then we can develop appropriate costs for Phase 2, which will be comprised of the well rehabilitation, pump repair and reinstallation, and well sterilization and sampling.

Estimated Costs:

- Phase 1: Pump Removal and Inspection, TV
 - Supt, Asst. and Service Truck w/ Tools, Est. 20-30 hrs. @ \$340/hr. \$6,800-10,200
 - Shop Labor, Est. 10 hrs. @ \$135/hr. \$1,350
 - Pump Service Rig, Est. 2-3 days @ \$1,200/day \$2,400-3,600
 - Well Televising, Lump Sum \$1,200

Phase 1 Estimated Cost: \$11,750.00 – \$16,350.00

Estimated Components Pricing:

- 420' of 10" .365W Column Pipe
- New Goulds 11CHC 7 Stage Pump (900 GPM @ 420' TDH)

Estimated Total Cost: \$49,152.00 – \$67,414.00

Should questions or comments arise, please feel free to contact your office at your convenience. We look forward to assisting with the successful completion of this project.

Respectfully,

Philip Judkins
Project Manager
Water Well Solutions Wisconsin, LLC

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-68-24**

**A RESOLUTION AUTHORIZING CHANGE ORDER #1
FOR VILLAGE LIFT STATON #3 (HARRIS ROAD) EXTERIOR MODIFICATIONS MATCHING BEACH
HOUSE DESIGN**

WHEREAS, on March 4 2024, the Village Board approved a motion approving the awarding of the bid for the Village Harris Road Lift Station (LS#) to Staab Construction Corporation in the amount of \$1,827,000; and

WHEREAS, on April 4, 2024 the Village Plan Commission recommended approval of a conditional use permit for the new lift station building with a modified exterior design to match the existing beach house design, and

WHEREAS, Staab Construction submitted the attached Change Order #1 with revised design and materials matching the beach house with a price decrease of \$29,784 resulting in the new project cost of \$1,797,216, and

WHEREAS, on September 3, 2024 the Water and Sewer Committee and Finance & Personnel Committee recommended approval of the Change Order #1 for the Village Lift Station #3 Exterior Modifications; and

WHEREAS, on September 16, 2024, the Village of Williams Village Board, as recommended by the Village Water & Sewer Committee and Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to approve the Change Order #1 from Staab Construction Corporation.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves Change Order #1, therefore.

Approved by the Village Board of the Village of Williams Bay this 16th day of September 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHBIT A

(Change Order #1 for Lift Station #3, Staab Construction Corporation)

PROJECT: Lift Station No. 3 Replacement**DATE OF ISSUANCE:** August 30, 2024**OWNER:** Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191**ENGINEER:** Baxter & Woodman, Inc.
256 South Pine Street
Burlington, WI 53105**CONTRACTOR:** Staab Construction Corporation
1800 Laemle Ave
Marshfield, WI 54449**ENGINEER's Project No.** 211304.00

You are directed to make the following changes in the Contract Documents:

Replace the specified brick exterior with LP Siding to match the architecture on the nearby Beach House. See the revised architectural elevations and the May 3, 2024 quote from the Contractor. The plan set will be reissued based on this modification. Decrease in contract price of \$29,784.00

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,827,000.00

Previous Change Orders:
No. - to No. 1 \$0.00

Current Contract Price: \$1,827,000.00

Net Decrease of this Change Order: \$29,784.00

Contract Price with this Change Order: \$1,797,216.00

CHANGE IN CONTRACT TIME:Original Contract Time:
Substantial Completion: May 16, 2025
Completion: July 31, 2025

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: May 16, 2025
Completion: July 31, 2025

Net increase of this Change Order: None

PREPARED BY:

Baxter & Woodman, Inc.

APPROVED:

Village of Williams Bay, Wisconsin

ACCEPTED:

Staab Construction Corporation

By

Douglas R. Snyder, P.E.
Project Manager

By

William B. Duncan
Village President

By

Ben Lee P. E.
Vice-President



staab
construction
corporation

1800 LAEMLE AVE
MARSHFIELD, WI 54449

Phone: 715-387-8429
Fax: 715-384-4846

Change Order Request

DOUG SNYDER
BAXTER & WOODMAN
256 South Pine St
Burlington, WI 53105

Project: 4656- WILLIAMS BAY LS

Date:

Change Order Request # :	001 - PCO	Description: Change Request- Building Mods
---------------------------------	------------------	---

Description of Change:

		Manhours	Charge Rate	Total
Labor:	Executive Management	0	\$345	\$0
	Project Manager	4	\$195	\$780
	Job Supervisor	2	\$165	\$330
	Field Crew	0	\$157	\$0
	Labor Totals	6		\$1,110
	Cost	Margin %	Margin \$	Total
Material:	\$2,609	15.00%	\$391	\$3,000
Equipment Rent:	\$0	0.00%	\$0	\$0
Subcontract:	\$(32,280)	5.00%	\$(1,614)	\$(33,894)
SUB-TOTAL COSTS:				\$(29,784)
Bonds & Insurance (no margin):				\$0
TOTAL FOR CHANGE ORDER # 001 - PCO				\$(29,784)

Clarifications / Exceptions:

- Remove Face Brick
- Remove masonry parapet walls
- Redesign roof truss system
- Change entry door to 4-Panel
- Add Corefill insulation & remove board insulation at wall cavity
- Add wood furring & sheeting for cement board siding installion
- Add cement board siding and trim in lieu of face brick
- Add cement board soffit & fascia in lieu of metal soffit & fascia

Staab Construction Corp.

The contract completion date to be increased TBD calendar days.

Price subject to change after 30 days.

Project Manager:

AARON KOERNER aaron.koerner@staabco.com
p. 715-387-8429 f. 715-384-4846



**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-69-24**

A RESOLUTION ADOPTING A VILLAGE BOARD HANDBOOK

WHEREAS, the Village of Williams Bay ("Village") values and appreciates the public service and civic contributions of the Village's current and former elected and appointed officials; and

WHEREAS, to facilitate the transition to an elected Village position and to identify duties and responsibilities, as well as Village of Williams Bay Board of Trustees policies, a Village of Williams Bay Trustees Handbook was created; and

WHEREAS, on September 3, 2024, the Village Finance and Personnel Committee reviewed and recommended approval of the draft Village Board Handbook; and

WHEREAS, on September 16, 2024, the Village of Williams Village Board, as recommended by the Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to adopt the Village Board Handbook.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the Village Board Handbook, attached Exhibit A.

Approved by the Village Board of the Village of Williams Bay this 16th day of September 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

Village of Williams Bay Trustees Handbook

DRAFT



The Village of Williams Bay, WI

Village Board Member Handbook

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Chapter 1: Village of Williams Bay, WI

Introduction

Welcome to your exciting new position as an elected official of the Village of Williams Bay (Williams Bay) Village Board. Leadership positions in municipal government can be both rewarding and challenging and this handbook was created to assist in your transition to this position. The handbook provides an overview of Williams Bay and its government, as well as your primary responsibilities, and how elected and appointed officials as well as Village staff can work together in the most efficient and effective way to best serve the Williams Bay community. While the handbook is designed to answer many of the commonly asked questions of new Board members, it cannot begin to address all the topics and knowledge required for you to successfully fulfill your position. It is important that you develop relationships with both the elected and appointed officials of Williams Bay and feel free to ask any questions you may have.

Williams Bay's Form of Government

The Village of Williams Bay is a Municipal Corporation with authority vested in the Village Board and the Village President, who is the Chief Executive Officer (CEO) of the Village. The Village adopted the Village President- Board form of Government as provided for in Chapter 61 of Wisconsin State Statutes. Under the Village President-Board form, Williams Bay subsequently adopted an ordinance creating an administrator position that define the authority of that position and references a position description (**Attachment Appendix C**).

Williams Bay, like many other Wisconsin cities under the Home-Rule charter of Wisconsin, has the power to govern itself regarding local matters except where the State has specifically prohibited that power. Individual members of the governing body have no authority to make decisions on behalf of the Village unless they have been given specific authority from the governing body as a whole.

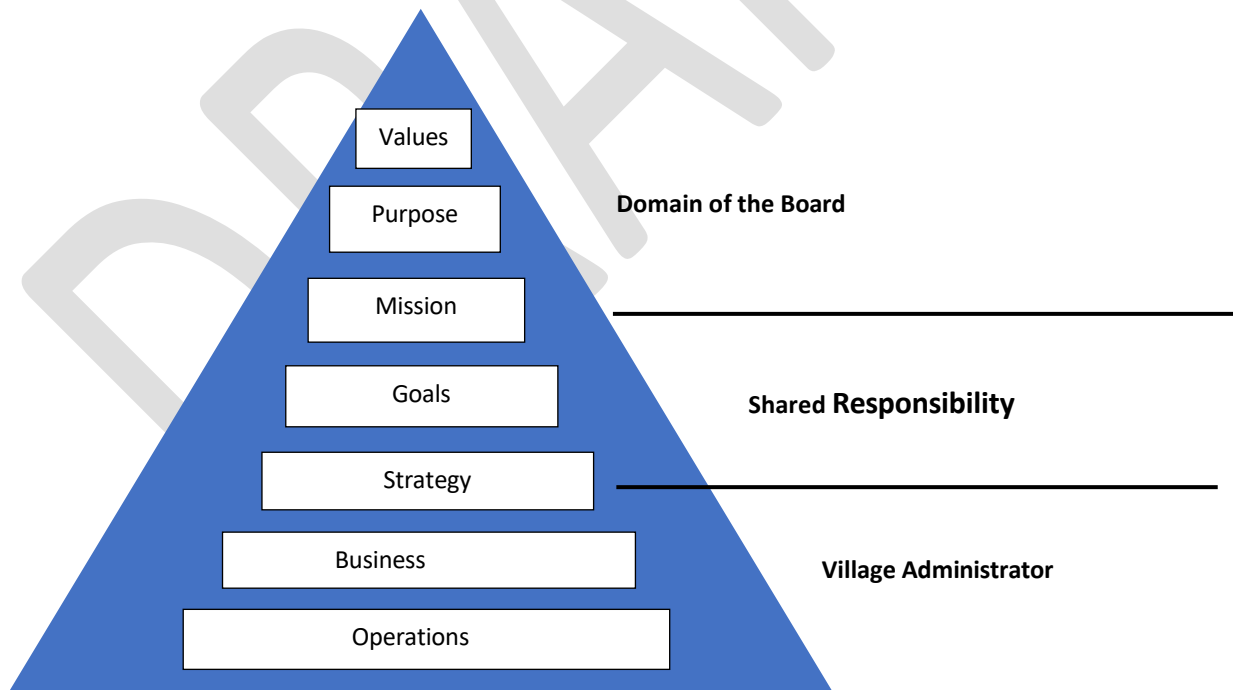
The Village President has the authority to perform many executive responsibilities. The Village President serves as the policy leader, they also frequently represent the Village with media relations, meetings and presentations to other governmental units. Unless otherwise expressly provided in the Village code or by law, standing committees shall be appointed, and the chairperson thereof designated, by the Village President annually at the time of the organization of the Board, and such appointments and chair designations shall require confirmation by the Board. Unless otherwise expressly provided in the Village code or by law, special committees shall be appointed, and the chairperson thereof designated, by the Village President annually at the time of the organization of the Board, and such appointments and chair designations shall require confirmation by the Board (**Chapter 110 – 3, Village Board Committees**). State Law Reference: W.S.A. s. 61.20 and 61.325. § 62-3. Village President.

The Village Board has all the powers of the Village that have not been specifically given to another body or officer. The Board provides policy direction in the management and control of Village property, finances, streets, utilities, and public service. The Board may carry its powers into effect by license, regulation, suppression, borrowing, taxation, special assessment, appropriation, imposition of forfeiture and other necessary or convenient means.

The Village Administrator is appointed by the Village President and confirmed by the Village Board for a term of three years. The Village Administrator serves as the Administrative Officer of the Village, responsible for the proper administration of the business and affairs of the Village. In order to provide a more efficient and effective government a professional Administrator is responsible for the direction and coordination of all Village employees and operations. The Administrator reports directly to the Village President and Board with general areas of responsibility including: Financial, Administration, Legislative, Human Relations. **(Chapter 80 – 3, Village Administrator).**

Roles Overview

The following graphic visually represents the roles of the Village Board and Village Administrator.



Village Board

- Representing the interests of all residents
- Ensuring long-term success of the Village
- Revising and approving the purpose, mission and vision statements
- Identifying, providing input on, and prioritizing issues
- Allocating resources and approving the budget
- Asking for data to support positions
- Approving the strategic plan
- Evaluating the Village Administrator

Administrative Management

- Educating the Board on the need for planning, how the Board can participate, and emerging issues
- Presenting its assessment of the relative significance of emerging issues
- Developing the strategic and action plans
- Preparing studies that justify its recommendations
- Implementing approved initiatives
- Reporting on progress of goal attainment
- Supervision of employees
- Oversees daily operation

Village of Williams Bay – At A Glance.

The Village of Williams Bay was incorporated in 1919 located in southeastern Wisconsin (Walworth County) known for its abundant natural resources and picturesque location situated on the beautiful northwest shores of Geneva Lake. The Village is approximately 2.8 square miles in area with a population of 2,935, which roughly doubles during the summer months, is bordered by the Towns of Geneva, Linn, Delevan and Walworth border Williams Bay. Williams Bay School District grades PK, K-12 has 693 students. The Village of Williams Bay is a full-service community providing or arranging for police, fire, EMS, public works, water and sewer, library, parks and recreation services. In addition to the services provided by the Village, other services, such as garbage, are contracted out to private companies.

Vision Statement - 2023 Comprehensive Plan. Williams Bay will be a small, friendly community of year-round and seasonal residents, businesses, and institutions developed in harmony with Geneva Lake, natural resources, and surrounding rural areas. The community culture will be that of a retreat from the more intense lifestyles of resort areas, enhancing leisure, opportunity for spiritual renewal, outdoor recreation, and contact with nature. Businesses, employment centers, and community services will be those which respond to the specific needs of residents and visitors and sustain the vitality of the community as a whole. A source of community pride will be the lakefront, enhanced natural areas, and the attractive design and maintenance of all man-made improvements respectful of their environment.

Boards, Commissions, & Committees

- Village Board shall be as follows: [\(Chapter 110 Village Board\)](#):
 - Six (6) Trustees and the Village President
- Standing Committees of the Village Board consisting of three (3) Board Members appointed by the Village President and approved by the Village Board as follows [\(Chapter 110-3. Village Board Committees\)](#):
 - Finance and Personnel Committee
 - Streets & Highways Committee
 - Protective Services Committee
 - Parks & Lakefront Committee
 - Building, Zoning & Ordinance Committee
 - Water & Sewer Committee
- Special boards, committees and commissions of the Village appointed by the Village President and approved by the Village Board shall be as follows [\(Chapter 12. Boards, Commissions and Committees\)](#):
 - Board of Review. Seven-member Board composed of Village Board.
 - Library Board.
 - Plan Commission. Seven-member, composed of Village President, Trustee, Parks and Memorial Advisory Committee and four (4) citizens.
 - Civil Defense Commission. Seven-member, composed of Police Chief and six (6) citizens.
 - Election Board. Village Clerk and those elected officials appointed.
 - Harbor Commission. Five-members appointed.
 - Park and Memorial Advisory Committee. Five-member Board with Chair serving on Plan Commission.
 - Kishwaukee Nature Conservancy Board. Seven-member Board consisting of the Conservation District Commission members.
 - Law Enforcement Committee
 - Geneva Lake Area Transportation Commission. Three members.
 - Board of Canvassers: Three-member Municipal Board.
 - Tax Incremental Finance District Joint Review Board: Five-member Board.
 - Zoning Board of Appeals: Five-member Board. 2 Trustees, 1 Plan Commission Member and 2 Citizens.

Public Meetings Calendar at A Glance

- Board of Canvassers: Meets after every election.
- Board of Review: Meets in July or as needed.
- Committees (Standing) - Meet 1st Monday of the month as needed at 6:30 PM.
 - Finance and Personnel Committee
 - Streets & Highways Committee
 - Protective Services Committee
 - Parks & Lakefront Committee
 - Building, Zoning & Ordinance Committee
 - Water & Sewer Committee
- Village Board: Meets 1st and 3rd Monday of the month at 6:30 PM.
- Plan Commission: Meets 2nd Tuesday of the month, as needed, at 6:30 PM
- Zoning Board of Appeals: Meets 2nd Tuesday of the month, as needed, at 6:30 PM

Village Departments

Administration

Building Inspection & Zoning

Clerk

Treasurer

Water & Sewer

Fire

Recreation

Police

Public Works

Harbor Master

Chapter 2: Policies & Practices

Much of the responsibility of serving as an elected official lies in learning what is expected of you. This chapter defines the primary duties associated with elected positions and provides a detailed guide to some of the most basic operations you will encounter.

Roles of Village President. Chapter 110 Village Board

The Village President shall perform the following duties as part of the office:

- The Village President shall be by virtue of the office a trustee and preside at all meetings of the board and have a vote as trustee, sign all ordinances, rules, bylaws, regulations, commissions, licenses and permits adopted or authorized by the board and all orders drawn on the treasury except as provided by s. 66.0607. The president shall maintain peace and good order, see that the ordinances are faithfully obeyed, and in case of disturbance, riot or other apparent necessity appoint as many special marshals as the president shall deem necessary, who for the time being shall possess all the powers and rights of constables.
- In municipalities with administrators, the Village President exercises the executive responsibility indirectly by monitoring the activities of the administrator and the various departments of Village government. The administrator is responsible for day-to-day operations of government, including the supervision of department heads.
- Other specific duties of the Village President include:
 - The Village President shall serve as the policy leader for the community, providing policy information and recommendations to the Village Board and preside over Village Board meetings.
 - The Village President, as Trustee, may vote on all voting matters before the Village Board but does not have veto power.
 - Village Presidents, as Trustee, are counted in determining whether a quorum is present at the meeting.
 - The Village President may represent the Village in meetings with and presentations to other governmental units, businesses, community groups, and other groups.
 - The Village President shall work with residents of the community in receiving their comments and complaints and seeking appropriate responses in conjunction with the administrator and, if necessary, the Village Board.
 - The Village President shall not serve on standing committees and may serve on special committees of the Village as well as on boards and commissions to which they are appointed or elected in accord with the law.
 - The Village President shall perform any other duties not specified here that are defined in other ordinances of the Village.

Roles of Village Board Members

Powers and Duties - The Trustees and Village President shall constitute the Village Board and shall have such powers and duties as are enumerated in [Ch. 61, Wis. Stats.](#), and elsewhere in the statutes.

Powers of the Village Board - The Village Board shall have all powers of the Village not specifically given to some other body or officer. Except as otherwise provided by law, the Village Board shall have the management and control of the Village property, finances, highways, streets, utilities and the public service, The Village Board may act for the government and good order of the Village, for its commercial benefit and for the health, safety, welfare and convenience of the public, and may carry its powers into effect by license, regulation, suppression, borrowing, taxation, special assessment, appropriation, imposition of forfeiture and other necessary or convenient means. The Village Board may appoint such officers from time to time as may be deemed necessary for the benefit of the community. The powers hereby conferred shall be in addition to all other grants and shall be limited only by express language. Additional Powers of the Village Board including: cooperation with other municipalities; acquisition and disposal of property, including acquisition of easements and property rights and Village finances.

Board Trustees

- There shall be one (1) Village President and six (6) Trustees elected to the Village Board.
- Election of Trustees:
 - Elected at large. Trustees shall be elected at large for a two-year term in the annual spring election. The Village President and three (3) Trustees shall be elected in each of the odd- numbered years and three (3) Trustees in each of the even-numbered years.

Village Board Goals & Priorities

A comprehensive plan is a local government's guide to community physical, social, and economic development. Comprehensive Plans are not meant to serve as land use regulations in themselves instead they provide a rational basis for local land use decision with a 20-year vision for future planning and community decision.

The Wisconsin Comprehensive Planning Law does not mandate how a local community should grow, but it requires public participation at the local level in deciding a vision for the community's future. The uniqueness of individual comprehensive plans reflects community-specific and locally driven planning processes. According to [s.66.1001\(2\)\(i\)](#), comprehensive plans must be updated no less than once every 10 years. However, the law does not define "update".

While a local government may choose to include additional elements, a comprehensive plan must include at least all of the seven elements below as defined by the Comprehensive Planning Law ([s.66.1001](#)).

- Issues and Opportunities
- Housing
- Transportation
- Utilities and Community Facilities
- Agricultural, Natural and Cultural Resources
- Economic Development
- Intergovernmental Cooperation
- Land Use
- Implementation

The 2023 Williams Bay Comprehensive Plan was collaboratively developed by community members in order to create a vibrant, thriving, and resilient Williams Bay for the 20 years to come. This extensive public input included Visioning Boards, a Visioning Kickoff Meeting, Topic Meetings. A copy of the most recent comprehensive plan is available on the Village's website: <https://www.williamsbay.org/>

Meeting Agendas & Meeting Minutes

Village Board meeting agendas and the supporting materials are an important element in preparing for a Board meeting. Items may be placed on a Village Board agenda by the Village President as Chair of the Village Board. Request(s) to add items to an agenda are to be submitted to the Village President. Village staff will compile the agenda, gathering all pertinent information that should be considered by the Village Board. It is important that Village Board members notify the Village Administrator of any particular topics that they would like included on an agenda. Discussions and decisions may only be made at public meetings of items specifically listed on the agenda.

Staff is responsible for originating the agenda and providing supporting documents. The Village Board Agenda and Packet are compiled electronically and posted to the Village's website no later than the Friday prior to a Village Board meeting <https://www.williamsbay.org/home/pages/meetings-minutes>. At that time, the agenda is also posted at Village Hall, the Williams Bay Post Office, and the Village of Williams Bay website. It is required by Wisconsin State Law that any item on an agenda be posted at least twenty-four (24) hours prior to a public meeting. The agendas and materials will also be provided on your Village-issued iPad through a program called CivicPlus. The Village Clerk will also send copies of the agenda and back up materials to members through their official Village email address.

An important part of your role as a member of the Village Board is to review agenda materials prior to the meeting so that you are adequately informed of the topics to be discussed and can ask questions prior to the meeting and make decisions in an educated manner. In order to provide Village Board members, the opportunity to review and be informed of the topics in a

timely manner the agenda and materials are provided the Wednesday prior to the upcoming meeting. This advance review time is also intended to provide Village Board members the opportunity to ask questions about agenda items before the agenda is published the Friday prior to the meeting. In order to provide time to review and provide a response, Village Board members are encouraged to review the agenda/agenda materials and provide questions or comments to the Village Administrator before Noon, the Monday prior to the meeting.

Following each Board meeting, the Village Clerk will compose the minutes from that meeting. The minutes are a way of recording attendees' present and document important decisions that took place at the meeting. At the beginning of each Board meeting, you will be asked to approve the minutes from the previous meeting. Meeting minutes will be posted to the Village website and made public after they are approved by the Village Board.

Village Board Meetings

Provisions for the proceedings of Village Board meeting can be found in [110-5 Village Board bylaws](#) of Village Code, which is included as **Appendix A**.

Quorums & Open Public Meetings

First, it is helpful to define "quorum." A quorum is the minimum number of a governmental body's membership necessary to act. One governmental body may define what constitutes a quorum differently than another governmental body. For example, a quorum for a seven-member town Board may be a simple majority of four members while a quorum for a neighboring town's seven-member Board may be a super majority of five members.

It is important that a quorum, or minimum number of four Board members, is present at any Board meeting so that votes can take place. Additionally, for some issues such as annexations or budget matters, a larger number of Board members may need to be present in order to vote on the items. The Board is encouraged to notify the Village Administrator by the Friday prior to the upcoming meeting, the sooner the better, if they have unable to attend in order to confirm a quorum for the upcoming meeting. Any decision made by the Board for certain agenda items with fewer than four is not considered valid. All meetings of the Board must be open and public, no matter where or when they are held, and all of their proceedings must be recorded by the Staff (**Appendix E**). Therefore, talking with Board members about Village business outside of a Board meeting is discouraged in order to avoid a **walking quorum**.

What is a Walking Quorum?

Answer:

A "walking quorum" is a series of gatherings among separate groups of members of a governmental body, each less than quorum size, who agree, tacitly or explicitly, to act uniformly in sufficient number to reach a quorum. A walking quorum may produce a predetermined outcome and thus render a publicly-held meeting a mere formality. The Wisconsin Supreme Court has commented that any attempt to avoid the appearance of a meeting through the use of a walking quorum is subject to prosecution under the open meetings law. Furthermore, the requirements of the open meetings law

cannot be circumvented by using an agent or surrogate to poll the members of governmental bodies through a series of individual contacts. The series of gatherings need not be face-to-face. For example, phone calls, email exchanges, and other electronic messaging may suffice.

The essential feature of a “walking quorum” is the element of agreement among members of a body to act uniformly in sufficient numbers to reach a quorum. Where there is no such tacit or express agreement, exchanges among separate groups of members may take place without violating the open meetings law. Thus, the signing, by members of a body, of a document asking that a subject be placed on the agenda of an upcoming meeting likely does not constitute a “walking quorum” where the signers have not engaged in substantive discussion or agreed on a uniform course of action regarding the proposed subject. In contrast, where a majority of members of a body sign a document that expressly commits them to a future course of action, a court could find a walking quorum violation.

Walking quorum issues are complex and fact specific. If a member of a governmental body or a citizen has questions or concerns regarding a possible walking quorum, they should consult with their legal counsel.

Type of Board Meetings

In addition to the regularly scheduled Board meetings on the first and third Mondays of each month, Special Village Board meetings may be called by the President or any two trustees in writing filed with the Clerk. If at least 24 hours remain before such meeting, the Clerk shall notify each member of the Board of the time, place and purpose of such special meeting by e-mailing a written notice thereof to each member of the Board and by telephoning them, if possible. If less than 24 hours but at least six hours remain before such meeting, the Clerk shall give notice to each trustee by personal service and by telephone, if possible. No special meeting shall be called upon less than six hours' notice except with the unanimous consent of all members of the Board expressed orally or in writing ([Chapter 110-5 Village Bylaws](#)).

Village Board Meeting Dates and Times.

Regular meetings. The regular meetings of the Village Board shall be held in the Village Hall on the first and third Mondays of each month at 6:30 p.m., unless noticed otherwise. The Board may adjourn any regular meeting to any future date at which new business may be introduced as well as unfinished business completed.

[Amended 7-5-2022 by Ord. No. 2022-11]

Order of Business

Order of business. The business of the Board shall be transacted in the following order:

[Amended 6-6-2016 by Ord. No. 2016-6]. Chapter 110-5. Village Board bylaws.

- (1) Roll call.
- (2) Reading the minutes of the preceding meeting, making any corrections and approving.
- (3) Consent agenda.
- (4) Presentation of accounts and petitions.
- (5) Plan Commission.

- (6) Public comments. *The public may speak on any item that is not included on this agenda as a "Public Hearing or Forum." Anyone who wishes to comment should identify himself or herself and provide his or her local address. Board members may discuss any matter raised by the public. However, the Board will refrain from extensive dialogue and should not take action on matters raised by the public during a public comment period. Referrals to committees or staff members might be made. Members may ask the commenter to clarify his or her remarks. The Board President or the presiding officer will maintain control of the meeting.*
- (7) President's remarks.
- (8) Ordinances and resolutions.
- (9) Committee reports.
- (10) Public comments.
- (11) Adjournment.

Presiding officer. The President or presiding officer shall preside at all meetings and preserve order, deciding all questions of order, subject to an appeal to the Board.

Calling meetings to order. The President shall take the chair at the hour appointed and immediately call the meeting to order. In the absence of the President, the Clerk or, in the Clerk's absence, any member of the Board may call the meeting to order, and thereupon the Board shall appoint one of its members President Pro Tempore. In the absence of the Clerk, the Board may appoint one of the members present to serve as Clerk during the session. The Chair shall confirm public notice compliance with the Clerk or other Village staff representative.

[Amended 1-15-2018 by Ord. No. 2018-1]

Passage of ordinances.

- (1) Every proposed ordinance shall have two separate readings previous to its passage but shall not be read at any other time than regular sessions except by unanimous consent. The second reading may be waived by vote of the Board.
- (2) The second reading of an ordinance shall be by section at which time amendments may be offered. If no amendments are made, the question shall be, "Shall the ordinance pass?" If amendments are offered and made, the chair shall so report and the ordinance shall be so read as amended before the question of its passage is taken.

Rules of procedure. The rules of parliamentary practice embraced in Robert's Rules of Order, Newly Revised, shall govern the Board where applicable and where not inconsistent with the standing rules, bylaws and order of the Board.

Approval Methods

There are several ways in which the Board can make decisions during a public meeting. The subject of discussion determines which method should be used.

Voting Procedures

1. Form of questions for voting. Where a roll call vote is taken the question shall be stated by the presiding officers as follows: "As many as are in favor answer 'yes', those opposed will answer 'no' and the clerk will call the roll."; and in doubtful cases, the presiding officer may direct or any member may call for a division.
2. Recording votes. The ayes and nays shall be taken and recorded upon any question before the Board upon the call of any two members.
3. Votes. Every person present when a question is put shall vote, unless the presiding officer shall excuse them for good cause.
4. Tie votes. The presiding officer shall, in all cases, be entitled to vote. It shall be in order for any member who voted in the majority on any question or for any member who voted in the negative when the Board was equally divided, to move a reconsideration vote on the same or next succeeding regular meeting of the Board. A motion to reconsider, having been put and lost, shall not again be in order.

Motions

When a motion is made and seconded, it shall be in possession of the Village Board and shall be stated by the presiding officer, or being in writing shall be delivered to the Village Clerk to be read previous to debate. After a motion is stated by the presiding officer, it shall not be withdrawn except by consent of the Village Board. When a member is about to speak to a question or make a motion, he or she shall address the presiding officer, and the presiding officer shall pronounce the name of the member entitled to the floor, and the member shall confine themselves to the question under consideration. No member shall speak more than twice on any question nor more than 10 minutes at any one time without leave of three-fourths of the members present. A motion to adjourn shall always be in order, unless the Village Board is engaged in voting, and shall be decided without debate.

Formal Motions are used to approve policy, establish procedures, or provide direction to staff members relating only to topics listed on the agenda. Village Board members may make a motion by stating, "I move that..." Most formal motions need to be "seconded." This is done when a board member other than the one who made the motion states, "I second that motion," or "second." A motion can be amended or withdrawn during discussion by the board member that originally made the motion. Before moving on to a new topic, the current topic must be closed in one of three ways: 1) The original author of the motion may withdraw their motion at any time during the discussion. 2) The motion may be "tabled." Tabling a motion is a procedural act (see below) that requires a Village Board vote. A tabled item can be brought back into debate with a motion to remove it from the table. 3) The Village Board can take a vote on the motion. See the discussion below on voting procedures.

Procedural Motions are made to determine the proceedings of a meeting. They, like formal motions, require a "second" and can order the adjournment of a meeting, the tabling a motion for later discussion, a temporary recess, or a number of other procedural events. The officially recognized guide to meeting procedures is the book *Robert's Rules of Order*, which further explains

procedural motions and other rules of public meetings.

Village Board Voting is required to finalize the opinions of the Village Board. Generally, a roll call vote on a formal or procedural motion can take place under one of two conditions. First, the Village President may call for a vote regarding a motion when it is clear that debate over the matter has stopped. Second, during debate, a Village Board member may call for a vote on an open item by making a motion to vote on the measure on the floor. If this motion is seconded, then the Village Board takes a vote *on whether to vote on the original motion*. If a majority votes “yes,” THEN the main motion (with any accepted amendments) can be voted upon. The process of making motions and voting can be a bit confusing at first, but over time, you will become more familiar with the process. If you are ever confused as to the action being requested in a motion or vote, take the time to ask the Village President to explain what is taking place.

Lawmaking

Final decisions of the Village Board are conveyed to the public through the adoption of ordinances and resolutions.

Closed Sessions

Closed sessions of the Board may only be held for a select number of reasons as set forth in [Section 19.85 of the Wisconsin State Statutes](#). While the public is prohibited from attending these sessions, unless specifically invited to attend by the Village Board, notice must still be made of their existence. Closed meetings are only allowed to discuss personnel matters, litigation, or for some strategic reasons (such as when the discussion of purchase of a piece of real estate could be reasonably expected to increase the price the governmental body would have to pay for that property). Either part or all of a Village Board meeting may be closed to the public (**Appendix F**).

Abstaining from a Vote

Every Village Board member should vote on all matters and abstain from voting whenever there is a conflict of interest.

Tie Votes

In the event of a tie vote the motion does not pass.

Consent Agenda

A consent agenda is a practice by which the mundane and non-controversial board action items are organized apart from the rest of the agenda and approved as a group. Individual Board members may pull any item from the consent agenda if they wish it to be separately considered by asking the presiding officer to take them up separately.

The Public’s Role in the Meeting

It is important that the public play an active role in the legislative process. During Board meetings, they have several opportunities to do so.

Public Hearing

Hearings are held on matters required by law or ordinance, such as adoption of the annual budget and amending the zoning ordinance. They may be held as standalone meetings, or as part of a

regularly-scheduled Village Board meeting. Public hearings are opportunities to inform the general public and for any individual to speak on the topic while the hearing is open. Once the public hearing is closed, the public will no longer be able to comment on the topic during the meeting unless approved to do so by the Village President or Chairperson.

Public Comments

This is the public's opportunity to address the Village Board on any item. The Village Board cannot take action on any matter not listed on the agenda for the meeting. Topics may, however, be placed on future agendas for Village Board action. Particularly if multiple individuals wish to speak regarding the same topic, the Village President may request that comments be limited to a particular time limit, which the Village President shall determine. Public comment period is scheduled for each Board meeting.

Ethics

As elected public officials, it is required that you act in an independent and impartial way that is responsible to the people that elected you. Ethical conduct is an extremely important part of your role as a representative of the Village, so please ask your fellow Board members or the Village Administrator if any issues arise. Several State of Wisconsin statutes define the manner in which publicly elected officials should act. Village Code Chapter 40 Ethics and Section 19.59, the State Ethics Law for Local Government Officials, Employees, and Candidates are attached at the end of this handbook (**Appendix B**) and should be carefully reviewed. Village Code and State Statutes prohibit using your office for private gain, exerting illegal influence, and taking action in a matter that you have an invested interest in. If you have a question about ethics, you may contact the Village Attorney or Village Administrator,

Other Policies & Protocols

Paychecks

Each board member is paid on a quarterly basis with board members paid an annual salary of \$2,950 and the Village President paid an annual salary of \$4,350. Your check will be direct-deposited.

Opportunity for Training and Outside Meetings

The Village of Williams Bay will pay for workshops, meetings, training and other events for the purpose of improving knowledge of duties of said office. Compensation can include the following, with some restrictions, but is not limited to: transportation, lodging, meal, entertainment and miscellaneous expenses. If an official attends Village functions, they will need to make sure they have met travel reimbursement requirements prior to finalizing payment and complete an expense report upon their purchase or completion of course. Board members are encouraged to share the knowledge gained from attending.

Vacancies in Municipal Office

Vacancies in elected or appointed offices can be caused by death, removal, resignation, if the individual ceases to be a resident of the Village of Williams Bay, when an individual's term expires, or when an individual is convicted and sentenced by a state or federal court for treason, felony or other crime of any nature punishable by imprisonment in any jail or prison for one year or more, or for any offense involving a violation of the incumbent's official oath.

Resignations must be made in writing and delivered to the Village Clerk, who is responsible for informing other Board members and the Village President. The effective date of resignation should be included in the letter.

When filling any vacancy in the office of the Village President or in the Office of the Village Trustees, § 17.23 of the Wisconsin Statutes shall control. The procedure for appointment for any vacancy shall be as follows:

- The Village Clerk shall post the vacancy and the deadline established by the Board for any person desiring to be considered for the vacancy on the Village's website, on three public places within the Village and shall publish a Class 2 notice of the vacancy in its official newspaper.
- All qualified individuals desiring to be considered for the vacancy must submit a written application to the Village Clerk, together with nomination papers with the same number of signatures of Village residents required to run for such office by ballot by the deadline established by the Board.
- Appointment to fill the vacancy shall be by majority vote of the Board from those eligible individuals that have complied with subsection (B) herein. If no individual receives a majority vote, then Board may reopen the vacancy and restart the process stated above.

Chapter 3: Staff

While the Village Board, boards, and committees of Williams Bay make a majority of policy decisions and guide the actions of staff members, those staff members take on the responsibility of implementing decisions of the Board. It is important that the Board understands and respects the role staff plays and that an open line of communication exists between all parties.

Staffing Highlights

The Village employs approximately 20 full-time employees and over 60 part-time/seasonal employees.

Village Administrator Williams Bay - Municipal Code [Chapter 80-3](#)

The Village Attorney shall be appointed for a three year term by the Village President, subject to confirmation by the Board. The Village Administrator shall be the administrative officer of the Village, responsible for the proper administration of the business and affairs of the Village, subject to those limitations imposed by the statutes of the State of Wisconsin, the ordinances of the Village of Williams Bay, and the resolutions and directions of the Village Board with power and duties as outline in Chapter 80-3 of Village of Williams Bay Code (**Appendix C**).

Village Attorney

The Village Attorney shall be appointed by the Village President, subject to confirmation by the Board. The Attorney's duties include attending Board meetings, providing legal advisement to Village Board and staff, representing the Village in all court cases, and assisting in drafting and reviewing proposed ordinances.

Village Engineer

The Village Engineer shall be appointed by the Village President, subject to confirmation by the Board. The Engineer's duties include attending Board meetings, providing engineering advisement to Village Board and staff, representing the Village in engineering matters, and assisting in street, water, sewer, building, etc. capital projects design, bidding and recommendations.

Village Clerk - Municipal Code [Chapter 61.25](#)

The Village Clerk shall be appointed for a three year term by the Village President, subject to confirmation by the Board. The Village Clerk shall have the powers and duties provided by [Section 61.25, Wis. Stats.](#), and such other duties as may be adopted in the form of a job description.

Village Treasurer - Municipal Code [Chapter 61.26](#)

The Village Treasurer shall be appointed for a three year term by the Village President, subject to confirmation by the Board. The Village Clerk shall have the powers and duties provided by [Section 61.26, Wis. Stats.](#), and such other duties as may be adopted in the form of a job description.

Other Key Positions, Staff & Contracting Agencies

Department Heads

Working under the direction of the Village Administrator, Department Heads lead Village staff in carrying out the directives of the Village President and Board and daily administrative functions and assist the Administrator in the hiring process for employees in their departments. Department heads include Police Chief, Public Works Director, Treasurer, Recreation Director, Library Director, Harbormaster and Fire Chief.

Village Assessor

In 2017, the Village Board appointed Associated Appraisal for annual full value maintenance assessment services. Associated Appraisal is responsible for assessing and reassessing the value of land and property located within Village Limits. The Village is currently operating under an optional auto renewal agreement extension that will be available for each of the 2021, 2022, and 2023 assessment year. In 2023, the Village Board approved changing the Village Assessor from Associated Appraisal to Accurate Appraisal for years 2024, 2025 and 2026.

Existing Bargaining Units

The Williams Bay Professional Police Association union is the bargaining agent for all full-time sworn police officers in the Village. The Police Chief, Lieutenant and part-time are excluded.

Note: [2011 Wisconsin Act 10](#) significantly altered the Village's relationship with bargaining units. For more information on the current labor/management environment, see the Village Administrator.

Communication with Staff Members

While Village Board is responsible for determining the policy of the Village and providing direction for Village Administrator action, the Village Administrator is the Chief Administrative Officer for the Village and is responsible for supervision and accountability of all Village Staff. Though Board requests and direction play an important role in determining employees' work plans, it is important that the Village Administrator be able to coordinate and monitor work efforts of all staff members. For this reason, Board requests for staff action and task assignments should be conveyed to the Village Administrator except in cases of emergency. In this way, Board requests will be fulfilled while the Administrator maintains their supervisory position with staff. This distinction is important as Board members may not be aware of the most appropriate staff member to direct requests towards or the current workload of individual employees. It helps in making sure that efficiency and order are maintained in Village operations.

Similarly, Board should communicate with the Village Administrator any concerns about individual employees, and should not directly address performance problems with employees. In this way, Board can maintain an active role in municipal government while allowing the proper chain of command to remain intact.

While active communication between staff and Board is important and encouraged, discussions

regarding Village policy matters should be kept between Board members and the Village Administrator to assure that the Village Administrator is best able to manage operations as well as assemble any information required to make sound policy decisions or bring those matters before Board for consideration.

The following policies can also be found in the employee handbook:

- [Anti-harassment and Retaliation Policy.](#)
- [Electronic Communications & Information Systems Policy.](#)
- [Workplace Violence and Threats Prevention Policy.](#)

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Chapter 4: Finance

The budget acts as a policy tool with which to identify the community's priorities and is intended to implement the work plan for the upcoming year. This chapter is a good starting point and will offer you the basic knowledge to ask thoughtful questions regarding the budget process. You should review the current budget and any other financial plans as you learn about your role as a board member and use these documents in your decision-making process.

Chapter 46. Finance and Taxation § 46-6. Budget.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

A. Departmental estimates. On or before September 15 of each year, each officer, department and committee shall file with the Administrator an itemized statement of disbursements made to carry out the powers and duties of such officer, department or committee during the preceding fiscal year, and a detailed statement of the receipts and disbursements on account of any special fund under the supervision of such officer, department or committee during such year, and of the conditions and management of such fund; also detailed estimates of the same matters for the current fiscal year and for the ensuing fiscal year. Such statements shall be presented in the form prescribed by the Clerk and shall be designated as "Departmental Estimates," and shall be nearly uniform as possible for the main divisions of all departments.

B. Finance and Personnel Committee to prepare.

(1) Budget to include. On or before October 28 each year, the Finance and Personnel Committee of the Village Board shall prepare and submit to the Board a proposed budget presenting a financial plan for conducting the affairs of the Village for the ensuing calendar year. The budget shall include the following information:

(a) The expense of conducting each department and activity of the Village for the ensuing fiscal year and corresponding items for the current year and last preceding fiscal year, with reasons for increase and decrease recommended as compared with appropriations for the current year.

(b) An itemization of all anticipated income of the Village from sources other than general property taxes and bonds issued, with a comparative statement of the amounts received by the Village from each of the same or similar sources for the last preceding and current fiscal year.

(c) An estimate of the amount of money to be raised from general property taxes which, with income from other sources, will be necessary to meet the proposed expenditures.

(d) Such other information as may be required by the Board and by state law.

(2) The Village shall provide a reasonable number of copies of the budget thus prepared for distribution to citizens.

C. Hearing. The Finance and Personnel Committee shall submit to the Board at the time the annual budget is submitted the draft of an appropriation resolution providing for the expenditures proposed for the ensuing fiscal year. Upon the submission of the proposed appropriation resolution to the Board, it shall be deemed to have been regularly introduced therein. The Board shall hold a public hearing on the budget and the proposed appropriation resolution as required by law. Following the public hearing, the proposed appropriation resolution may be changed.

Financial Policies

State-Mandated Policies

The State of Wisconsin imposes many requirements for preparing the annual budget and managing the finances of the Village. For instance, the State requires that an annual or biannual budget be created listing all revenues and expenditures, that the public hearing notice include certain information, and that the public hearings are held regarding the proposed budget. The Village's fiscal year begins on January 1 and ends on December 31.

Municipally-Adopted Policies

The Village has also adopted several policies with regard to financial management and investment Policy, among others. Village Staff also rely on industry best practices to guide financial decisions when policies are not already established by the State or Board. Occasionally, the Village Treasurer, Village Administrator, or auditors may recommend additional financial management policies be reviewed and approved.

Fund Explanation

The Village's finances are divided into several separate fund types to facilitate proper management and use. Below is a basic description of each fund.

General Fund accounts for all revenues and expenditures that are not required to be accounted for in other funds. The General fund includes major property-tax based services such as general government, public safety, public works and culture, recreation and education.

Special Revenue Funds account for proceeds from revenue sources that are legally restricted to expenditures for specified purposes and accounted for in the special revenue funds.

Debt Service Fund is used to account for the annual principal and interest payments relating to the Village's general obligation long-term debt.

Capital Projects Fund accounts for the financial resources to be used for the acquisition or construction of major capital assets.

Enterprise Funds account for operations that are financed and operated in a manner similar to a private business. The operations of the Water and Sewer, are accounted for in the Village's enterprise funds.

Revenue Sources: Taxes, Licenses & Permit Fees, Charges for Services

A large percentage of the Village's annual revenue comes from local taxes and from fees charged for services provided by the Village where people are directly benefited. The property tax is levied on the value of real and personal property located in the Village. Municipalities in Wisconsin have been granted very little authority to levy other types of taxes, such as sales or income tax.

The Village also collects revenues through licenses and permits, and charges for services. Fees are charged for Village services such as the use of recreational facilities and the processing of building permits so that the users of those services are directly responsible for covering costs of providing the service.

Role of Intergovernmental Revenues

The non-property tax revenue source in the annual budget is the amount received in intergovernmental appropriations, particularly from the State. The following are revenues that the Village receives annually from the State.

State Shared Revenues This includes the "Shared Revenue" program for general operating aid and the "Expenditure Restraint" program that rewards communities for fiscal restraint of the general fund.

The State reallocates money collected through the personal income tax back to municipalities through the Shared Revenue program. Revenue is distributed among municipalities using a formula that consists of four components:

1. *Aid able Revenue Component*: This component of the formula aims to offset variances in taxable property wealth across the state.
2. *Per Capita Component*: This component is more broad-based and is allocated based on population.
3. *Public Utility Component*: This component provides payments to replace property tax revenues lost because utilities are exempt from property taxation.
4. *Minimum Guarantee & Maximum Growth Component*: This component is designed to prevent large annual shifts in payments.

Transportation Aid This program allocates State revenue to the Village to offset the Village's related street expenditures and is based on the miles of road in each municipality.

Tax Increment Districts (TIDs)

Tax Increment Financing (TIF) is an economic development tool that helps promote local tax base expansion by using property tax revenues to fund site improvements to attract new development or eliminate blight. A TID (Tax Incremental District) is the actual area designated for expansions and where improvements are being made. Owners of property in a TID pay the same rate of taxes that owners outside the TID pay. TID is neither a tax freeze nor a tax increase, but a special allocation method for taxes collected on property value increases within the district.

Property tax rates for the school, county, technical college, and municipality are based on the total taxable value of the property located in the TID at the time it is created (base year). Those organizations continue to receive this amount of property tax revenue during the life of the TID. As the value of the property increases due to development, the additional property tax revenue created “increment” is allocated to the municipality for a set number of years. Development costs are paid from these revenues before the added tax base is shared with other taxing entities.

The Village of Williams Bay currently does not have any Tax Increment Districts (TIDs).

Capital Improvement Plan (CIP)

The Village has a Capital Improvement Plan (CIP) as a planning document to anticipate future large expenditures. It is a tool to chart both capital revenue (including bonds, grants, interest payments, and transfers from the General Fund) and expenditures. Capital items are placed in the CIP so that the Village can plan for future funding needs and coordinate major construction and purchasing projects.

Chapter 5: Legal Issues

The Village Code establishes local law which governs matters of local concern within the Village and pertaining to its governance. In addition, the Village is a creature of state law and statutes adopted by the State Legislature together with state administrative code also apply and to the extent that the legislature has determined that certain state enactments are to be of statewide concern or that the courts have concluded that state law has primacy even with respect to local affairs, state law prevails. Ordinances and applicable statutes not only govern the actions of residents and visitors, but also the manner in which the Village and its elected and appointed officers and employees conduct business. Listed below are some of the more important legal topics of which you should be aware. However, it is important that you ask the Village Attorney or Village Administrator if you have questions on particular topics.

Village of Williams Bay Ordinances

The Village's Code constitutes a set of permanent rules of order and regulation of conduct within the Village. The Village Board is responsible for adopting, amending and repealing Village ordinances to meet the best interests of the Village. The Village Code addresses many aspects of local government, including but not limited to appointment and empowerment of committees, boards and commissions but also Village finance and taxation procedures, traffic and health and welfare regulations, the public peace and order and the procedural and substantive frameworks for local licenses and permits, the operation of public utilities, establishment of zoning, subdivision and building codes and rules governing the conduct of business by the Village Board, committees, boards, commissions and officers and employees of the Village. The code book can be found by visiting <https://ecode360.com/WI3949>

Public Meetings

All business transacted by the Village Board, its committees, commissions and boards on behalf of the Village must be undertaken in the course of a duly posted meeting. All meetings shall be open to the public in locations which are accessible to those who are interested in attending. Public notice and other criteria pertaining to the holding of meetings and the [transaction of business are governed by Wisconsin's Open Meetings Law, Subch. V, Ch. 19, Wis. Stats. To transact business, a quorum of a governmental body must be present. Closed](#) sessions, from which the public is excluded, are the exception to open meetings and must be conducted strictly in accord with [State Statute 19.85, Wis. Stats.](#), and interpreting case law.

Public Records

Wisconsin law holds that all persons are entitled to the greatest possible information about governmental affairs as well as pertaining to official acts undertaken by the officers and employees of a governmental body. Accordingly, Wisconsin has adopted a Public Records Law, [found at Subch. II, Ch. 19, Wis. Stats.](#), which defines and applies not only each of the physical forms of records subject to public review but, additionally, the type of records which may be accessed by the public. Interested persons may request access to and the making of copies of any public record without the necessity of expressing a reason; therefore, subject to certain exceptions. Questions pertaining to the application of the Public Records Law to a specific request for access should be referred to the Village Attorney. **Board members, when communicating in any manner on Village business, should be aware that ALL Village communication, with few exceptions, are subject to public records law.** [Additional information can be found in Chapter 1-16 Public Records.](#)

Conflicts of Interest

State law and local ordinances define the proper course of action to take when there is or may be a conflict of interest on the part of an officer or employee. In particular, state and local ethics codes provide guidelines for dealing with questions concerning potential or actual conflicts of interest.

A Village Board member with a personal or financial interest in proposed action should disclose to the Board the nature of their interest prior to debate or, in some circumstances, before action is taken in the form of a vote. Because both elected and appointed officers and employees may influence the Village Board in matters in which they have a personal or financial interest, such interests should be disclosed to avoid either the appearance of or actual impropriety.

Sometimes, it is not clear whether or not a conflict of interest, as defined by law, is present. Even though it may be legal to act on a matter, it may give the appearance of impropriety to do so. Questions regarding conflict of interest can be directed to the Village Attorney.

- 1. Financial and Personal Interest Prohibited.** No official or employee, whether paid or unpaid, shall engage in any business or transaction, nor shall such official or employee act in regard to financial or other personal interest, direct or indirect, when such actions are incompatible with the proper discharge of their official duties or when such actions impair their independence of judgment or action in the performance their official duties.
- 2. Definitions:**
 - a. "Financial interest" means any interest which shall yield, directly or indirectly, a monetary or other material benefit to the officer or employee or to any person employing or retaining the services of the officer or employee.
 - b. "Personal Interest" means any interest arising from blood or marital relationships or from business or political associations, whether or not any financial interest is involved.
 - c. "Person" means any person, corporation, partnership or joint venture.

3. Specific Conflicts Enumerated:

- a. Incompatible Employment. No official or employee shall engage in or accept private employment or render service for private interest when such employment or service is incompatible with the proper discharge of their official duties or would tend to impair their independence of judgment or action in the performance of their official duties, unless otherwise permitted by law and unless disclosure is made as herein provided.
- b. Disclosure of Confidential Information. No official or employee shall disclose confidential information concerning the property, government or affairs of the Village nor shall they use such information to advance the financial or other private interest of themselves or others.
- c. Representing Private Interests Before Village Agencies or Courts. No officer or employee shall appear on behalf of any private person, other than himself or herself, his or her spouse or minor children, before any Village agency or municipal court. However, a member of the Board may appear before Village agencies on behalf of his or her constituents in the course of his or her duties as a representative of the electorate or in the performance of public or civic obligations.

Accepting Gifts

Neither officers nor employees of the Village should accept gifts, favors or hospitality where it could be expected that they may be offered to influence official actions or be considered as a reward for an official act or which might impair the independence of your judgment. Per the *Code of Ethics for Local Government Officials, Employees and Candidates*: If a Village Official, other than a Village Employee, receives anything of value not authorized by the ethics code the Village Official shall not retain it, but shall deposit the money or the equivalent cash value or anything of value with the Village Treasurer or return the payment or thing to the payer or giver. The Village Attorney should be consulted if questions related to acceptance of gifts arise.

Chapter 6: Land Uses

Planning & Zoning

Planning and zoning are methods of achieving the orderly physical development of a community. Planning lays out the intended path of development for a Village and is typically done through a formal comprehensive plan. The Village Board, makes decisions regarding the planned development of public infrastructure in the Village through the adoption of the 2023 Comprehensive Plan, Capital Improvement Plan, and other long-range plans, such as an economic development plan. Community Planning also prepares trend reports, which provides a statistical snapshot of development changes in the Village of Williams Bay throughout the previous calendar year. This helps in considering the future needs of residents and businesses and how current decisions will affect that future.

The Village has adopted extensive Zoning Ordinance Regulations ([Chapter 390. Zoning](#)) to promote the health, safety, morals, prosperity, aesthetics, and general welfare of the community. These zoning ordinance regulations provide the legal basis for facilitating thoughtful development and also aids long-range plans. The zoning ordinance regulates use of land and structures, lot coverage, population distribution and density, and the size and location of structures to promote the safety of citizens and efficient use of public infrastructure. Zoning districts permit various uses. Property owners must apply for a zoning permit and pay any applicable fees whenever a change or update in zoning is requested. Their request for a zoning designation or change will first be brought before the Plan Commission, who will make a recommendation to the Board.

Annexation

Annexation is a way for municipalities to expand and protect their borders. In some instances, Village's may wish to annex neighboring land in order to gain additional land for development. In other cases, residents living outside Village limits may request that they be annexed so that they may receive Village services such as water and sewer. Below is a brief description of several ways in which annexation can take place. There are several methods to accomplish annexation, including: 1) direct annexation by unanimous approval (the most widely-used practice), 2) direct annexation, 3) annexation by residents' referendum, 4) annexation of owned territory, and 5) annexation on Village initiative by referendum and court order. Further questions regarding annexation may be directed to the Village Administrator or Zoning Administrator.

Variances

Residents and business owners are able to apply for accessory uses permitted by right, conditional use and temporary use permits from the Zoning Ordinance when they desire to use land or buildings in a way that doesn't conform to the Ordinance. This application is to be filed with the Zoning Administrator.

Chapter 7: Board Conduct

Ultimately, you are elected by the citizens, and are responsible solely to them. However, you may wish to consider the following advice with respect to your conduct as a representative of the Village of Williams Bay.

Effectiveness & Efficiency

Because of the complex nature of municipal government, it can sometimes seem difficult to make decisions and act in an efficient and effective manner. It is important to work as both a leader and a team member in making decisions that affect the Village. Keeping these suggestions in mind can help to ensure that each board member, as well as the Board as a whole, is able to most effectively accomplish their goals.

Respect

Each Village Board member and member of the public provides a unique perspective. It may be helpful, as you join the Village Board, for you to share with your colleagues your background and special interests, and to learn as much about their perspectives as you can.

This mutual learning will assist in the development of both your professional and personal relationships. The best Village Board is one in which members have strong individual identities but work effectively as a team while always showing each other the utmost respect.

Compromise

All Village Board members have a responsibility to represent a diverse community. Being able to pass any legislation requires that individuals are tolerant of other's viewpoints. Part of the democratic process is the difference in opinion of our representatives; it is ineffective, however, to allow that difference to halt the decision-making process. The art of compromise is very important in Village Board discussions, as it takes a majority vote to achieve anything.

When facing opposition, try to understand the values that are driving the individual. Work for creative solutions that may or may not be the first choice of the parties involved, but address the core needs and values of each party. Remember, all formal actions of the Village Board require over half of the attending members, unless it is an issue that requires a two-third majority, affirmative votes. Also, remember that if one of your fellow Village Board members opposes you on a specific issue, they may be your biggest supporter on the next one.

Trustees as Leaders

As a Village Board member, you are asked to be a leader. While it is your job to represent your constituents, it is also your job to help them see the bigger picture. Sometimes, government issues are complicated and not easily understood by the general public. During those times, you should work to help your constituents understand the issue. Occasionally, you may even need to take a leadership role contrary to the view of your constituents based on your position as an educated Board person looking out for the best interests of the community as a whole.

Process vs. Product

Village Board members must balance the value of public input in meetings with the value of decision making. Though it is important to allow public comment, drawn out or repetitive comments prolong Board discussion and may leave little time for productive discussion on items found later in the agenda.

Conflict Management

Although certain topics may ignite personalities and anger both Village Board members and members of the public, little is accomplished when there is a lack of courtesy for others. It is important that the Village President maintain control of meetings and that Board not get drawn in by emotional members of the public.

Personal Attacks

Attacks on individuals, whether Village Board members, staff, or the general public, are never appropriate. If an individual does or says something wrong, you should not hesitate to address it. Most often, however, the appropriate time and place to address problems is not during a public meeting. This includes addressing work product issues with staff.

This Too Shall Pass

During times of high conflict, it is sometimes hard not to take problems personally, take them home or take them out on others. Keep in mind that these issues will fade and will be replaced by new ones. While it is your job to address difficult issues, it is understood that you will never be able to completely solve many of them. The key is to keep a positive perspective and work with the other members of your team.

Interacting with the Public

You have been elected by the public to represent the public. Both in formal meetings and daily life on the street, a large component of your job is to be attentive to their concerns. These are opportunities for you to inform them about what the government is doing and gather their opinion on matters that concern the Village government.

This document already addressed the public's role during Village Board meetings and public hearings. In addition to these circumstances, you will have the opportunity to interact with the public as you make public appearances and talk to individuals on a daily basis. At such appearances, you are representing the Village. They are opportunities for you to explain your position on issues, respond to citizen complaints, test new ideas, or ask for citizen involvement on a project. It is also important to keep in mind that what you say make influence what people will think about the Village for years to come.

As a Village Board member, you can expect many questions and complaints from the public. By answering honestly and being available to provide information whenever possible, you can make your life, as well as other Village officials' and staff members', much easier. Often you will be able to answer a question or complaint yourself. If you need to pass the question on to

another individual, follow up to make sure that that person adequately addressed the citizen's needs. When addressing citizen requests for action, it is always appropriate to offer to look into the situation personally or discuss with staff.

No matter what the issue, you should welcome all questions and/or complaints. They often provide valuable insights and help you to better represent citizens. While you may occasionally be inclined to dismiss some complaints, it is almost always in the Village's best interest for you to remain attentive and professional when interacting with the public.

Dealing with the Media

Especially if considering a controversial decision, working with the media can be one of the most challenging aspects of your position as a board member. Expect media representatives to be present at many Village functions. Keep in mind that it is their job to get the news that you are making to the rest of the community. Building a positive relationship with journalists can help you both to attain your goals.

Establishing good relations with local newspapers, radio stations, and TV channels is a big step toward these goals. By welcoming reporters and sharing relevant information with the media, you will be building a relationship that can benefit you when news coming from Village Hall may be controversial. Whenever possible, avoid using the phrase "no comment" or refusing to answer questions, as it breaks down Media-Board relationships and often pushes a reporter to look harder for Board faults. "I don't have the answer right now, but I can follow up and get back to you," is always an appropriate way to answer a question that you don't have the answer to at the moment. Remember that you can always refer media inquiries to the Village Administrator's office.

Make sure that when you talk with reporters, they receive all of the facts and fully understand the details of a situation. Sometimes, governmental procedures can be complex; the additional time that it takes to explain something is well worth it. If necessary, follow up with reporters. If you feel it is appropriate, volunteer to review an article before it goes to print in order to check its accuracy. Don't be afraid to contact them if there is an inaccuracy in information they provide to the public.

Chapter 8: Directory

Village of Williams Bay Contact

250 Williams Street, PO Box 580

Williams Bay, WI 53191

(262) 245-2700

Departments

Village Hall: 262-245-2700

David Lothspeich, Village Administrator	Ext. 402	Cell: 847-421-7715
Tina Kolls, Village Clerk	Ext. 405	Cell: 262-949-5024
Jennifer Wiese, Treasurer	Ext. 403	Cell: 262-949-1444
Cynthia Stanek, Utility/Admin Asst.	Ext. 404	Cell: 815-201-4872

Police Department: 262-245-2710

Justin Timm, Police Chief	Ext. 410	Cell: 262-581-3061
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Public Works/Streets/Water:

Wayne Edwards, Public Works Director		Cell: 262-903-1764
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Recreation Department:

Ryan Knop, Recreation Director		Cell: 262-294-1908
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Library: 262-245-2709

Joy Schnupp, Library Director		Cell: 262-325-2985
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Fire Department: 262-245-2712

Doug Smith, Fire Chief		Cell: 262-949-2203
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Emergency Medical Services (EMS) Department:

Rich Gluth, Rescue Squad Captain		Cell: 262-325-0048
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Harbor/Boat Launch: 262-581-7872

Nick Asta, Harbor Master		Cell: 480-518-5954
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Building (contracted): 262-245-2704

Mike Moore (Safebuilt), Building Inspector	Ext. 415	Cell: 262-202-4358
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Zoning (contracted):

Bonnie Schaeffer, Zoning Administrator	Ext. 407	Cell: 262-492-5272
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Additional Resources

League of Wisconsin Municipalities

122 W Washington Ave, Suite 300

Madison WI 53703 608-267-2380

www.lwm-info.org

The League is a voluntary not-for-profit association that works with local governments and provides legal resources, conference and networking opportunities, educational handbooks and publications for elected officials and appointed staff, assistance on a multitude of topics via their website, lobbying for municipalities at the state and federal level, and opportunities for municipalities to participate in insurance and investment pools to strengthen bargaining and buying power.

Legislative Bulletin

The League provides a weekly update covering proposed legislation at the State level on their website. It is a helpful way to remain up-to-date on State legislation that may affect Williams Bay residents. You can subscribe to the [Legislative Bulletin and Capitol Buzz](#) for weekly updates.

UW-Extension, Local Government Center

111 Pyle Center, 702 Langdon Street

Madison, WI 53706

608-262-9961

<https://localgovernment.extension.wisc.edu/>

The Government Center provides a variety of educational options to assist municipalities, including: workshops, conferences, online and print educational materials, research, and assistance in special requests from governments.

Walworth County, Wisconsin

Government Center

100 W Walworth Street

Elkhorn, WI 53121

Phone: 262-741-4241

<https://www.co.walworth.wi.us/>

Stay up to date with news and announcements happening at the Walworth County Level. Subscribe to *Alert Sense* for updates including, but not limited to: emergency notifications, government jobs, new flash, calendars, upcoming meetings and agendas, and posted meeting minutes. <https://www.co.walworth.wi.us/291/Emergency-Notification-Alerting-System>

State of Wisconsin

Listed below are some of the potentially helpful resources and contact information for various State agencies.

Department of Revenue	(608) 266-2772	https://www.revenue.wi.gov/
Department of Natural Resources	(608)266-2621	www.dnr.state.wi.us
Department of Transportation	(715) 836-2891	www.dot.state.wi.us
Bureau of Transit & Local Roads	(608) 266-2350	Website
State Ethics Board	(608)266-8123	https://ethics.wi.gov/
Wisconsin Elections Board	(608) 266-8005	www.elections.state.wi.us

Appendix A:

Chapter 110 Village Board

Village President and Board

Chapter 110. Village Board

§ 110-1. Composition.

The Village Board shall consist of the Village President, who shall be elected in odd-numbered years for a two-year term, and six trustees, three of whom shall be elected in even-numbered years for two years, and three of whom shall be elected in odd-numbered years for two-year terms.

§ 110-2. Compensation and expense reimbursement.

[Added 4-2015]

Salaries and expense reimbursement levels as well as the manner of their payment for the Village President and Village Trustees will be established by resolution of the Village Board and reviewed annually in January by the Village Board.

§ 110-3. Village Board committees.

The committees of the Village Board shall be appointed annually by the Village President at the organization meeting and shall comprise the following committees:

A. Finance and Personnel. This Committee is responsible for the formulation of the annual budget and annual tax levy and all personnel concerns including collective bargaining agreements. All contracts with the Village will be reviewed and endorsed by this Committee.

B. Streets and Highways. This Committee administrates all matters concerning Village streets, highways, sidewalks and stormwater drainage. This Committee works closely with Director of Public Works on all matters including, but not limited to, the formulation of an annual budget which is then submitted to the Finance and Personnel Committee. This Committee is responsible for the maintenance of all public works buildings.

C. Protective Services. This Committee administrates all matters concerning Village Fire Department, Police Department, Emergency Medical Service (Rescue) Squad, and Dive Team. This Committee works closely with the Chiefs of the above-mentioned departments on all matters including, but not limited to, the formulation of an annual budget which is then submitted to the Finance and Personnel Committee.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

D. Parks and Lakefront.

(1) This Committee administrates all matters concerning Village parks, lakefront and Park District. This Committee works closely with Director of Public Works and the Park District on all matters including, but not limited to, the formulation of an annual budget which is then submitted to the Finance and Personnel Committee.

(2) This committee is also responsible for the maintenance of the following buildings: Village Hall, Field House, Lakefront Concession Building, Library Hall, Beach House, Horvath Building and the pavilion at Edgewater Park.

E. Building, Zoning and Ordinance. This Committee works closely with the Building Inspector on all matters regarding the issuance of building and zoning permits and zoning issues. This Committee also is responsible for ordinance development, adoption and codification.

F. Water and Sewer. This Committee administrates all matters concerning the Water Utility and Sewer Department within the Village with the powers and duties as other committees of the Village Board, governed by § 110-3 of this Code, including selection and number of members of such Committee. This Committee works closely with Director of Public Works including, the formulation of an annual budget.

§ 110-4. Residency required.

[Amended 8-31-2020 by Ord. No. 2020-03]

All members of Village Board Committees established pursuant to § 110-3 of this chapter shall reside within the corporate limits of the Village of Williams Bay.

§ 110-5. Village Board bylaws.

A. Regular meetings. The regular meetings of the Village Board shall be held in the Village Hall on the first and third Mondays of each month at 6:30 p.m., unless noticed otherwise. The Board may adjourn any regular meeting to any future date at which new business may be introduced as well as unfinished business completed.

[Amended 7-5-2022 by Ord. No. 2022-11]

B. Presiding officer. The President or presiding officer shall preside at all meetings and preserve order, deciding all questions of order, subject to an appeal to the Board.

C. Calling meetings to order. The President shall take the chair at the hour appointed and immediately call the meeting to order. In the absence of the President, the Clerk or, in the Clerk's absence, any member of the Board may call the meeting to order, and thereupon the Board shall appoint one of its members President Pro Tempore. In the absence of the Clerk, the Board may appoint one of the members present to serve as Clerk during the session. The Chair shall confirm public notice compliance with the Clerk or other Village staff representative.

[Amended 1-15-2018 by Ord. No. 2018-1]

D. Order of business. The business of the Board shall be transacted in the following order:

[Amended 6-6-2016 by Ord. No. 2016-6]

- (1) Roll call.
- (2) Reading the minutes of the preceding meeting and approving same if correct, correcting mistakes if any occur.
- (3) Consent agenda.
- (4) Presentation of accounts and petitions.
- (5) Plan Commission.

(6) Public comments. *The public may speak on any item that is not included on this agenda as a "Public Hearing or Forum." Anyone who wishes to comment should identify himself or herself and provide his or her local address. Board members may discuss any matter raised by the public. However, the Board will refrain from extensive dialogue and should not take action on matters raised by the public during a public comment period. Referrals to committees or staff members might be made. Members may ask the commenter to clarify his or her remarks. The Board President or the presiding officer will maintain control of the meeting.*

(7) President's remarks.

(8) Ordinances and resolutions.

(9) Committee reports.

(10) Public comments.

(11) Adjournment.

E. Passage of ordinances.

(1) Every proposed ordinance shall have two separate readings previous to its passage but shall not be read at any other time than regular sessions except by unanimous consent. The second reading may be waived by vote of the Board.

(2) The second reading of an ordinance shall be by section at which time amendments may be offered. If no amendments are made, the question shall be, "Shall the ordinance pass?" If amendments are offered and made, the chair shall so report and the ordinance shall be so read as amended before the question of its passage is taken.

F. Rules of procedure. The rules of parliamentary practice embraced in Robert's Rules of Order, Newly Revised, shall govern the Board where applicable and where not inconsistent with the standing rules, bylaws and order of the Board.

G. Special meetings.

(1) How called. Special meetings may be called by the President or any two trustees in writing filed with the Clerk. If at least 24 hours remain before such meeting, the Clerk shall notify each member of the Board of the time, place and purpose of such special meeting by mailing a written notice thereof to each member of the Board and by telephoning him, if possible. If less than 24 hours but at least six hours remain before such meeting, the Clerk shall give notice to each trustee by personal service and by telephone, if possible. No special meeting shall be called upon less than six hours' notice except with the unanimous consent of all members of the Board expressed orally or in writing.

(2) Statutes adopted. Section 19.85, Wis. Stats., is hereby adopted and by reference made a part of this section as if fully set forth herein. Any act required to be performed or prohibited by the provisions of any statute incorporated by reference herein is required or prohibited by this section.

H. Business to be presented by Trustee. No business shall be considered by the Board unless presented by a member of the Board.

I. Approval of claims. Every account presented to the Board shall, if required, be verified by affidavit as provided by law and shall not be allowed or directed to be passed until it shall have been examined and certified as correct by the proper committee and reported to and audited by the Board.

J. Amendment of bylaws. These bylaws may be amended, stricken out or added to at any regular meeting of the Board upon a majority vote of all the members, provided that notice thereof shall be given at the regular meeting of the Board immediately preceding the one in which such amendment is to be acted upon.

K. Consent agenda.

[Added 6-6-2016 by Ord. No. 2016-6]

(1) Criteria. The Village Clerk may create a subsection on any Board agenda entitled "consent agenda." In a consent agenda, the Clerk shall place matters that, in the Clerk's judgment, are routine and noncontroversial and do not require a super majority vote or separate action by the Board.

(2) Procedure. The following procedure shall apply when a consent agenda is used:

(a) No separate discussion or debate may be permitted on any matter listed on the consent agenda except as provided in Subsection K(2)(b).

(b) A single motion, seconded and adopted by a majority vote of the Board shall be required to approve, adopt, enact or otherwise favorably resolve all matters listed on the consent agenda.

(c) Any member of the Board may request removal of any item included in the consent agenda. At the time the consent agenda is considered, any such item shall be removed without debate or vote.

(d) If any item has been removed from the consent agenda in accordance with this subsection, that item shall be considered by the Board under the appropriate heading of the regular agenda of the Board.

Appendix B:

Village Code Chapter 40 – Ethics

Chapter 40. Ethics

§ 40-1. Declaration of policy.

A. The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; government decisions and policy be made in the proper channels of the government structure; public office not be used for personal gain; and the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a Code of Ethics for all Village officials and employees, whether elected or appointed, paid or unpaid, including members of boards, committees and commissions of the Village. The purpose of the code is to establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the Village and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the Village.

B. The Village Board recognizes that the representatives of the Village are drawn from society and therefore cannot and should not be without all personal and economic interest in the decisions and policies of government and that citizens who serve as Village officials and employees retain their rights as citizens to interest of a personal and economic nature. The standards of ethical conduct for Village officials and employees need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society and those conflicts which are substantial and material and that Village officials and employees may need to engage in employment, professional or business activities other than official duties in order to support themselves or their families and to maintain investments which activities or investments do not conflict with the specific provisions of this code. The provisions and purpose of this code and such rules and regulations as may be established are hereby declared to be in the best public interest. It is the intent of the Village Board that in its operations the Board of Ethics shall protect to the fullest extent possible the rights of individuals affected.

§ 40-2. Responsibility of public office.

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and to carry out impartially the laws of the nation, State and Village and thus to foster respect of all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern.

§ 40-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ANYTHING OF VALUE

Any money or property, favor, service, payment, advance, forbearance, loan or promise of future employment, but does not include compensation and expenses paid by the state, fees, honorariums and expenses which are permitted and reported under § 19.56, Wis. Stats., and political contributions which are reported under Ch. 11, Wis. Stats.

FINANCIAL INTEREST

Any interest which shall yield directly or indirectly a monetary or other material benefit to the officer or employee or to any person employing or retaining the services of the officer or employee.

PERSON

Any person, corporation, partnership or joint venture.

§ 40-4. Conflict of interest.

A. No official or employee shall accept anything of value, whether in the form of a gift, service, loan or promise, from any person which may tend to impair his independence of judgment or action in the performance of his official duties.

B. It is not a conflict of interest for any public employee or official to receive a gift or gratuity that is an unsolicited item of nominal intrinsic value.

C. No public official or employee shall engage in any business or transaction or shall act in regard to any financial interest, direct or indirect, which is incompatible with the proper discharge of his official duties for the benefit of the public, contrary to the provisions of this Code or which would tend to impair his independence of judgment or action in the performance of his official duties.

D. No public official or employee shall engage in or accept private employment or render service for private interest when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair his independence of judgment or action in the performance of his official duties unless otherwise permitted by law, unless disclosure is made as hereinafter provided.

E. No public official or employee and no business in which a Village official or public employee holds a 10% or greater interest may enter into a contract with the Village involving a payment or payments of more than \$3,000 within a twelve-month period unless such official or employee has first made a written disclosure of the nature and extent of such relationship or interest to the Board and to the department acting for the Village in regard to such contracts. This subsection does not affect the application of § 946.13, Wis. Stats.

F. No official or employee shall disclose confidential information concerning the property, government or affairs of this Village nor shall he use such information to advance the financial or other private interest of himself or any other person.

G. Any member of the Village Board who has financial interest in any proposed legislation before the Village Board shall disclose on the records of the Board the nature and extent of such interest prior to or during the initial discussion on such legislation. Any other official or employee who has a financial interest in any proposed legislative action of the Village Board and who participates in discussion with or gives an official opinion or recommendation to the Village Board shall disclose on the records of the Board the nature and extent of such interest.

§ 40-5. Ethics Board.

A. There is hereby created an Ethics Board consisting of three members and one alternate who shall serve without compensation unless the Village Board otherwise provides. The members of the Board of Ethics shall be residents of the Village and shall not be elected officials, full-time appointed officials, or Village employees nor shall they be currently serving on any other Village board or commission.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

B. Each member shall be appointed by the President and subject to the confirmation by the Village Board. The Village Attorney shall furnish the Board whatever legal assistance necessary in carrying out its functions. Terms of office shall be three years, except that when the initial appointments are made one member shall be appointed for one year, one for two years and one for three years.

C. The alternate shall serve on the Board when one of the members of the Board is unavailable. The term of the alternate shall be for three years. The Ethics Board shall elect its own Chairperson and Vice Chairperson.

§ 40-6. Duties of Ethics Board.

A. The Ethics Board shall adopt and develop written rules which shall be submitted to the Village Board for approval. A copy of such rules shall be filed with the Village Clerk.

B. Any person to whom this chapter applies may apply to the Ethics Board for an advisory opinion and shall be guided by the opinion rendered. Such person shall have the opportunity to present his interpretation of the facts at issue and of the applicability of provisions of the Code before the advisory decision is rendered. The Board's

deliberations and action upon such applications shall be in meetings not open to the public. Records of the Board's opinions, opinion requests and investigations of violations shall be closed to public inspection. The Board, however, may make such records public with the consent of the individual requesting the advisory opinion.

C. The Board shall investigate any complaint properly filed with it.

D. The Board shall accept from any person or make upon its own motion a verified complaint in writing which shall state the name of the officer or employee alleged to have committed a violation of this chapter and which shall set forth the particulars thereof. The Board shall forward within 10 days a copy of the complaint to the officer or employee who is accused. If no action on the verified complaint is taken by the Board within 60 days, the complaint shall be void.

E. Following the receipt or motion of a verified complaint, the Board may make preliminary investigations with respect to alleged violation of this chapter. No preliminary investigation of the activities of any officer or employee may be initiated unless such officer or employee is notified in writing. The notice shall state the exact nature and purpose of the investigation, the individual's specific actions or activities to be investigated and a statement of such person's due process rights.

F. If after such investigation the Board finds that probable cause exists for believing the allegations of the complaint, it shall conduct a hearing on the matter which shall be held not more than 30 days after such finding. The Board shall give the accused at least 20 days' notice of the hearing date. Such hearings shall be at open session unless the accused petitions for a hearing closed to the public. The rules of criminal evidence shall apply to such hearings. All evidence, including certified copies of records and documents which the Board considers, shall be fully offered and made part of the record in the case. Every party shall be afforded adequate opportunity to rebut or offer countervailing evidence.

G. During all stages of any investigation or proceeding conducted under this section, the accused or any person whose activities are under investigation shall be entitled to be represented by counsel of his own choosing.

H. The accused or his representative shall have an adequate opportunity to examine all documents and records to be used at the hearing under Subsection F at a reasonable time before the date of the hearing as well as during the hearing; bring witnesses; establish all pertinent facts and circumstances; and question or refute any testimony or evidence, including opportunity to confront and cross-examine adverse witnesses.

I. The Board shall have the power to compel the attendance of witnesses and to issue subpoenas granted other boards and commissions under § 885.01(3), Wis. Stats.

J. Upon conclusion of the hearing, the Board shall file its decision within five days in writing signed by all participating Board members with findings of fact and conclusions of law concerning the propriety of the conduct of the officer or employee and, if appropriate, refer the matter to the Village Board or other proper authority with a recommendation for suspension, removal from office or employment or other disciplinary action.

K. The affirmative vote of a majority of the Board shall be required for any action taken by the Board, with the exception that action taken by the Board pursuant to a hearing conducted under Subsection F shall require a unanimous vote.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

Wisconsin Statute 19.59.

Codes of ethics for local government officials, employees and candidates

- (1)
- (a) No local public official may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated. A violation of this paragraph includes the acceptance of free or discounted admissions to a professional baseball or football game by a member of the district board of a local professional baseball park district created under subch. III of ch. 229 or a local professional football stadium district created under subch. IV of ch. 229. This paragraph does not prohibit a local public official from using the title or prestige of his or her office to obtain campaign contributions that are permitted and reported as required by ch. 11. This paragraph does not prohibit a local public official from obtaining anything of value from the Wisconsin Economic Development Corporation or the department of tourism, as provided under s. 19.56 (3) (f).
- (b) No person may offer or give to a local public official, directly or indirectly, and no local public official may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the local public official's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the local public official. This paragraph does not prohibit a local public official from engaging in outside employment.
- (br) No local public official or candidate for local public office may, directly or by means of an agent, give, or offer or promise to give, or withhold, or offer or promise to withhold, his or her vote or influence, or promise to take or refrain from taking official action with respect to any proposed or pending matter in consideration of, or upon condition that, any other person make or refrain from making a political contribution, or provide or refrain from providing any service or other thing of value, to or for the benefit of a candidate, a political party, any committee registered under ch. 11, or any person making a communication that contains a reference to a clearly identified local public official holding an elective office or to a candidate for local public office.
- (c) Except as otherwise provided in par. (d), no local public official may:
1. Take any official action substantially affecting a matter in which the official, a member of his or her immediate family, or an organization with which the official is associated has a substantial financial interest.
 2. Use his or her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the official, one or more members of the official's immediate family either separately or together, or an organization with which the official is associated.
- (d) Paragraph (c) does not prohibit a local public official from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses, or prohibit a local public official from taking official action with respect to any proposal to modify a county or municipal ordinance.

(f) Paragraphs (a) to (c) do not apply to the members of a local committee appointed under s. 289.33 (7) (a) to negotiate with the owner or operator of, or applicant for a license to operate, a solid waste disposal or hazardous waste facility under s. 289.33, with respect to any matter contained or proposed to be contained in a written agreement between a municipality and the owner, operator or applicant or in an arbitration award or proposed award that is applicable to those parties.

- (1m)** In addition to the requirements of sub. (1), any county, Village, village or town may enact an ordinance establishing a code of ethics for public officials and employees of the county or municipality and candidates for county or municipal elective offices.
- (2)** An ordinance enacted under this section shall specify the positions to which it applies. The ordinance may apply to members of the immediate family of individuals who hold positions or who are candidates for positions to which the ordinance applies.
- (3)** An ordinance enacted under this section may contain any of the following provisions:
- (a)** A requirement for local public officials, other employees of the county or municipality and candidates for local public office to identify any of the economic interests specified in s. 19.44.
- (b)** A provision directing the county or municipal clerk or board of election commissioners to omit the name of any candidate from an election ballot who fails to disclose his or her economic interests in accordance with the requirements of the ordinance.
- (c)** A provision directing the county or municipal treasurer to withhold the payment of salaries or expenses from any local public official or other employee of the county or municipality who fails to disclose his or her economic interests in accordance with the requirements of the ordinance.
- (d)** A provision vesting administration and civil enforcement of the ordinance with an ethics board appointed in a manner specified in the ordinance. A board created under this paragraph may issue subpoenas, administer oaths and investigate any violation of the ordinance on its own motion or upon complaint by any person. The ordinance may empower the board to issue opinions upon request. Records of the board's opinions, opinion requests and investigations of violations of the ordinance may be closed in whole or in part to public inspection if the ordinance so provides.
- (e)** Provisions prescribing ethical standards of conduct and prohibiting conflicts of interest on the part of local public officials and other employees of the county or municipality or on the part of former local public officials or former employees of the county or municipality.
- (f)** A provision prescribing a forfeiture for violation of the ordinance in an amount not exceeding \$1,000 for each offense. A minimum forfeiture not exceeding \$100 for each offense may also be prescribed.
- (4)** This section may not be construed to limit the authority of a county, Village, village or town to regulate the conduct of its officials and employees to the extent that it has authority to regulate that conduct under the constitution or other laws.
- (a)** Any individual, either personally or on behalf of an organization or governmental body, may request of a county or municipal ethics board, or, in the absence of a county or municipal ethics board, a county corporation counsel or attorney for a local governmental unit, an advisory opinion regarding the propriety of any matter to which the person is or may become a party. Any appointing officer, with the consent of a prospective appointee, may request of a county or municipal ethics board, or, in the absence of a county or municipal ethics board, a county corporation counsel or attorney for a local governmental unit an advisory opinion regarding the

propriety of any matter to which the prospective appointee is or may become a party. The county or municipal ethics board or the county corporation counsel or attorney shall review a request for an advisory opinion and may advise the person making the request. Advisory opinions and requests therefor shall be in writing. It is prima facie evidence of intent to comply with this section or any ordinance enacted under this section when a person refers a matter to a county or municipal ethics board or a county corporation counsel or attorney for a local governmental unit and abides by the advisory opinion, if the material facts are as stated in the opinion request. A county or municipal ethics board may authorize a county corporation counsel or attorney to act in its stead in instances where delay is of substantial inconvenience or detriment to the requesting party. Except as provided in par. (b), neither a county corporation counsel or attorney for a local governmental unit nor a member or agent of a county or municipal ethics board may make public the identity of an individual requesting an advisory opinion or of individuals or organizations mentioned in the opinion.

- (b)** A county or municipal ethics board, county corporation counsel or attorney for a local governmental unit replying to a request for an advisory opinion may make the opinion public with the consent of the individual requesting the advisory opinion or the organization or governmental body on whose behalf it is requested and may make public a summary of an advisory opinion issued under this subsection after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion and of any records obtained or prepared by the county or municipal ethics board, the county corporation counsel or the attorney for the local governmental unit in connection with the request for an advisory opinion.
- (5)** Any county corporation counsel, attorney for a local governmental unit or statewide association of local governmental units may request the commission to issue an opinion concerning the interpretation of this section. The commission shall review such a request and may advise the person making the request.
- (6)**

 - (a)** Any person who violates sub. (1) may be required to forfeit not more than \$1,000 for each violation, and, if the court determines that the accused has violated sub. (1) (br), the court may, in addition, order the accused to forfeit an amount equal to the amount or value of any political contribution, service, or other thing of value that was wrongfully obtained.
 - (b)** Any person who violates sub. (1) may be required to forfeit not more than \$1,000 for each violation, and, if the court determines that a local public official has violated sub. (1) (br) and no political contribution, service or other thing of value was obtained, the court may, in addition, order the accused to forfeit an amount equal to the maximum contribution authorized under s. 11.1101 (1) for the office held or sought by the official, whichever amount is greater.
- (7)**

 - (a)** Subsection (1) shall be enforced in the name and on behalf of the state by action of the district attorney of any county wherein a violation may occur, upon the verified complaint of any person.
 - (b)** In addition, and supplementary to the remedy provided in sub. (7), the district attorney may commence an action, separately or in conjunction with an action brought to obtain the remedy provided in sub. (7), to obtain such other legal or equitable relief, including but not limited to mandamus, injunction or declaratory judgment, as may be appropriate under the circumstances.

- (c)** If the district attorney fails to commence an action to enforce sub. (1) (a), (b), or (c) to (g) within 20 days after receiving a verified complaint or if the district attorney refuses to commence such an action, the person making the complaint may petition the attorney general to act upon the complaint. The attorney general may then bring an action under par. (a) or (b), or both.
- (cm)** No complaint alleging a violation of sub. (1) (br) may be filed during the period beginning 120 days before a general or spring election, or during the period commencing on the date of the order of a special election under s. 8.50, and ending on the date of that election, against a candidate who files a declaration of candidacy to have his or her name appear on the ballot at that election.
- (cn)** If the district attorney for the county in which a violation of sub. (1) (br) is alleged to occur receives a verified complaint alleging a violation of sub. (1) (br), the district attorney shall, within 30 days after receipt of the complaint, either commence an investigation of the allegations contained in the complaint or dismiss the complaint. If the district attorney dismisses the complaint, with or without investigation, the district attorney shall notify the complainant in writing. Upon receiving notification of the dismissal, the complainant may then file the complaint with the attorney general or the district attorney for a county that is adjacent to the county in which the violation is alleged to occur. The attorney general or district attorney may then investigate the allegations contained in the complaint and commence a prosecution.
- (d)** If the district attorney prevails in such an action, the court shall award any forfeiture recovered together with reasonable costs to the county wherein the violation occurs. If the attorney general prevails in such an action, the court shall award any forfeiture recovered together with reasonable costs to the state.

Appendix C: Village Administrator

Chapter 80. Officers and Employees

§ 80-3. Village Administrator.

A. Village Administrator creation and purpose. In order that the various officers, officials and employees executing policies and administering the affairs of the Village of Williams Bay be operated as efficiently as possible under a system of part-time President and part-time Trustees, and to better insure confident, expeditious, efficient and harmonious administration in action and in respect to any activity, of any one or more of the Village's officers, officials and employees, and in order that there may be uniform administration of policy, there is hereby created the office of Village Administrator for the Village of Williams Bay.

B. Functions of Village Administrator.

(1) The Village Administrator shall be the administrative officer of the Village, responsible for the proper administration of the business and affairs of the Village, subject to those limitations imposed by the statutes of the State of Wisconsin, the ordinances of the Village of Williams Bay, and the resolutions and directions of the Village Board.

(2) Nothing herein shall be construed to conflict with the duties of the Village Board and other Village officers otherwise provided by statute and the ordinances of the Village of Williams Bay.

C. Appointment. The Village Administrator shall be appointed by the Village President and confirmed by the Village Board for a term of three years from the date of initial hire (or at the expiration of the term of an incumbent Village Administrator appointed prior to April 20, 2021) on the basis of merit, with due respect to training, experience, administrative ability and general fitness and knowledge of administrative and operational functions of municipal government. The Village Administrator shall be an officer of the Village of Williams Bay. Compensation therefor shall be as determined by the Village Board from time to time. Should the Village President decline to reappoint an incumbent Village Administrator, the Village Board may reappoint the incumbent Village Administrator to that office. [Amended 1-17-2022 by Ord. No. 2021-11]

D. General duties. The Village Administrator shall have the following general duties: [Amended 1-17-2022 by Ord. No. 2021-11]

(1) Board relations.

(a) Carry out directives of the Village Board which require administrative implementation, reporting promptly to the Village Board any difficulties encountered therein.

(b) Attending all meetings of the Village Board, assisting the President and the Village Board as required in the performance of their duties.

(c) Keep the President and Village Board regularly informed about the activities of the Administrator's Office and the current fiscal position of the Village by oral or written report at regular and special meetings of the Village Board.

(d) The Village Administrator shall make recommendations from time to time to the Village Board for improving the quality and efficiency of services performed by the Village and for improving the health, safety and welfare of the Village.

(2) Financial.

- (a)** Serve as the primary staff person in establishing and monitoring the annual operating budget in accordance with all statutory requirements.
- (b)** Oversee the work of the Treasurer and serve as the primary staff person responsible for monitoring the budget and answering budget inquiries of staff and elected officials. Perform certain accounting tasks to ensure separation of duties to the extent possible, including reviews, approve journal entries, approve all Village encumbrances, review and approve bank deposits.
- (c)** Serve as the purchasing agent for the Village, supervising all purchasing and overseeing the contracting for supplies and services. Prepare Village contracts for execution.

(3) Administration.

- (a)** Administer all day-to-day operations of the Village government, including the monitoring of all Village ordinances, resolutions, Village Board meetings and state statutes.
- (b)** Administer and direct the operation and maintenance of all Village-owned property, lands, buildings, improvements and equipment, and all public ways, ditches, drains and storm sewers, and where such duties are otherwise given to other officials, officers and employees of the Village, the Village Administrator shall assist the above officials, officers and employees as the Village Board may from time to time direct.
- (c)** Create drafts of administrative procedures, subject to review by the Village Board, to increase the effectiveness and efficiency of Village government.
- (d)** Oversee the engagement of outside consultants through drafting RFPs or bid requests, review bids and proposals and make a recommendation to the Village Board.
- (e)** Ensure the thorough and satisfactory completion of all contracted and consultant work.

(4) Legislative.

- (a)** Keep informed concerning current federal, state and county legislation and administrative rules affecting the Village.

(5) Human relations.

- (a)** Serve as personnel officer for the Village with responsibilities to ensure that complete and current personnel records, including specific job descriptions for all Village employees, are maintained; evaluate, in conjunction with department directors, the performance of all employees on a regular basis, recommend salary and wage scales for Village employees not covered by collective bargaining agreements, ensure that the Village employees have proper working conditions, and work closely with department heads to promptly resolve personnel problems or grievances.
- (b)** Administer or direct a designee to ensure that all employees, new and sustained, have had their benefit package fully explained and implemented.
- (c)** The Village Administrator shall work closely with department heads to ensure that employees receive adequate opportunity for training in order to maintain and improve their job-related knowledge and skills.
- (d)** Recommend to the Village Board the appointment, promotion and, when necessary, for the good of the Village, the suspension or termination of department directors.
- (e)** In consultation with the appropriate department director, be responsible for the appointment, promotion and, when necessary for the good of the Village, the suspension or termination of employees below the department director level.

E. [1] Change of duties. The Village Board may, from time to time, increase, decrease, change or otherwise modify the duties of the Village Administrator as the Village Board may, in its sole discretion, determine appropriate.

[1] Editor's Note: Former Subsection E , regarding personnel, and Subsection F, regarding budget and purchasing, as amended, were repealed 1-17-2022 by Ord. No. 2021-11. This ordinance also renumbered former Subsection G as Subsection E.

DRAFT

Appendix D: Quick Reference

Swearing-In: Prior to organizational meeting on the 3rd Tuesday in April, you must be sworn into your newly elected position.

Village Mail: Your mail is available for pick-up at Village Hall each day. The mailboxes are located in the main office.

E-mail/Tablet: You will be given a Village email account and a Village-issued tablet to use during your term. When your elected service has ended, the tablet needs to be returned to the Village. Please note: any information in your email account is considered public information. Please make an effort to check your email frequently as both staff and your constituents will use this as a means to contact you.

Paycheck and HR Forms: You are paid on a quarterly basis. Your check will be direct-deposited. The Village Treasurer will assist you in completing the appropriate paper work to receive pay.

Municipal Code Book: The Williams Bay Village Code is available online on the Village's website.

Village Website: Village information, including Board packets, can be found on the Village website at <https://www.williamsbay.org/>

Meeting Schedules: Village Board meetings are held the 1st and 3rd Mondays of the month at 6:30 p.m.

Appendix E: Open Meetings/Public Records Training Materials

Double click any document for a larger PDF version.

Placeholder, modify for Williams Bay

OPEN MEETINGS TRAINING
Monroe Common Council
August 2, 2020
Daniel R. Bartholf, City Attorney

POLICY OF OPEN MEETINGS LAW

Section 19.81 of the Wisconsin Statutes provides:

- (1) In recognition of the fact that a representative government of the American type is dependent upon an informed electorate, it is declared to be the policy of this state that the public is entitled to the fullest and most complete information regarding the affairs of government as is compatible with the conduct of governmental business.
- (2) To implement and ensure the public policy herein expressed, all meetings of all state and local governmental bodies shall be publicly held in places reasonably accessible to members of the public and shall be open to all citizens at all times unless otherwise expressly provided by law.
- (3) In conformance with article IV, section 10, of the constitution, which states that the doors of each house shall remain open, except when the public welfare requires secrecy, it is declared to be the intent of the legislature to comply to the fullest extent with this subchapter.
- (4) This subchapter shall be liberally construed to achieve the purposes set forth in this section, and the rule that penal statutes must be strictly construed shall be limited to the enforcement of forfeitures and shall not otherwise apply to actions brought under this subchapter or to interpretations thereof.

OPEN MEETINGS LAW APPLIES TO "MEETINGS" OF "GOVERNMENTAL BODIES"

Governmental bodies include:

- Monroe Common Council.
- Subunits - separate smaller body created by and consisting entirely of members of a parent body.
 - All committees of the council.
- Boards and commissions created by ordinance, resolution, rule or order. Examples [not inclusive]:

➢ Board of Review ➢ Board of Police and Fire Commissioners ➢ Plan Commission ➢ Zoning Board of Appeals ➢ Board of Park and Recreation Commissioners ➢ Board of Health ➢ Housing Authority ➢ Senior Citizens Board	➢ Airport Board of Management ➢ Visitors and Promotion Board ➢ Fair Housing Committee ➢ Business Improvement District Board ➢ Ethics Board ➢ Monroe Redevelopment Authority ➢ Ad hoc Committees appointed by Common Council
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VOEGELI, EWALD & BARTHOLF LAW OFFICES, S.C.

Monroe Professional Center
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Daniel R. Bartholf
—
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(608) 329-9617

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Monroe, Wisconsin 53566

Reception: (608) 328-2000
Facsimile: (608) 329-9613

MEMORANDUM

DATE: November 17, 2016
TO: Phil Rath
FROM: Daniel R. Bartholf
RE: Alderpersons Attending Closed Session of Committees that they are not a member

Question: The question is whether alderpersons can attend closed session portions of committees that they are not a member.

Legal Opinion: It is my recommendation that alderpersons should not attend closed sessions of those committees that they are not a member. It is further recommended that alderpersons who attend open session of a committee to which they are not a member should not participate, even by asking questions or making statements, when the general public is not provided the same opportunity (i.e. public hearing).

Basis for Opinion: Pursuant to Open Meeting Laws § 19.82(2), a “meeting” is defined as “the convening of members of a governmental body for the purpose of exercising the responsibilities, authority, power or duties delegated to or vested in the body. **If one-half or more of the members of a governmental body are present, the meeting is rebuttably presumed to be for the purpose of exercising the responsibilities, authority, power or duties delegated to vested in the body.** The term does not include any social or chance gathering or conference which is not intended to avoid this subchapter ...” The bolded language above which refers to one-half of the members present relates to negative quorum situations. A negative quorum will exist when there are enough members present to prevent the formation of a majority of the parent body. By way of example, if four salary & personnel members are meeting in closed session and one other non-committee alderperson sits in the closed session to listen, then that would be rebuttably presumed to be a negative quorum because five alderpersons could prevent the passing of any motion at a council meeting. Certainly, if two or more of the non-committee alderpersons are present, then that would be rebuttably presumed to constitute a quorum of the council and would be required to be noticed up with its separate agenda. This is part of the Eckstein ruling in which the Judge ruled against us.

The “rebuttable presumption” does allow the members of the council to overcome the presumption by proving that they did not discuss any subject that was within the realm of the council’s authority. However, in closed session situations this presents significant challenges because those portions of meetings are not generally recorded. Testimony from the alderpersons themselves involved in the closed session would be viewed as self-serving and not likely to carry the burden of proving that he or she did not participate. Even testimony from the City Clerk or other City employees involved in the closed session would likely be questioned due to the significant policy decision by the State Legislature that all meetings should be open to its citizens and with appropriate notice. In contrast, those alderpersons that are present for open session committees that they are not members have a much better ability to prove that he or she did not participate in the meeting. Audio and video recording of the meetings and even testimony of general public would carry significant weight. The fact that the meeting was held in open session would not require heightened review by the courts. It would be my recommendation to those non-committee alderpersons not to participate in making statements or even asking questions as this would be viewed as exercising his or her duties of a council member. Finally, I would encourage, but not require, alderpersons to not sit at the committee table to avoid even the appearance that he or she is participating in the meeting (especially those meetings that are videotaped).

PUBLIC RECORDS TRAINING

Monroe Common Council
August 2, 2020
Daniel R. Bartholf, City Attorney

PUBLIC RECORDS LAW

Sections 19.31 through 19.39 of the Wisconsin Statutes constitute the Wisconsin Public Records Law.

Monroe Code 1-16 Public Records [incorporates by reference Sections 19.31 through 19.39 Wis. Stats.]

A. What is a record?

Wis. Stat. § 19.32(2)

“Record” means any material on which written, drawn, printed, spoken, visual, or electromagnetic information or electronically generated or stored data is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by an authority. “Record” includes:

- a. Handwritten, typed, or printed documents.
- b. Maps and charts.
- c. Photographs, films, and tape recordings.
- d. Computer tapes and printouts, CDs and optical discs.
- e. Electronic records and communications.

To constitute a “record” the material must be created or kept in connection with official purpose or function of the agency. 72 Op. Att’y Gen. 99, 101 (1983); *State ex rel. Youmans v. Owens*, 28 Wis. 2d 672, 679, 137 N.W.2d 470 (1965). Content, not medium or format, determines whether or not a document is a “record” within the meaning of the public records law.

“Authority” is defined in § 19.32(1) and it includes state or local office, elective official, agency, board, commission, committee, council, department or public body created by the constitution or by any law or ordinance, or any formally constituted subunits of the aforementioned.

B. Who is the custodian of a record?

Wis. Stat. § 19.33

Legal custodians:

(1) An elected official is the legal custodian of his or her records and the records of his or her office, but the official may designate an employee of his or her staff to act as the legal custodian.

(2) The chairperson of a committee of elected officials, or the designee of the chairperson, is the legal custodian of the records of the committee.

(4) For all other authorities, the authority must designate one or more persons as its legal custodian, but if no designation is made, the default is the authority’s highest ranking officer and its chief administrative officer (if applicable). (i.e., absent other designations, see special rule under (5) below, then the committee or board can designate a legal custodian or its highest-ranking member which usually will be the chair if no designation is made).

(5) Special Rule: If members of an authority are appointed by another authority, then the appointing authority may designate a legal custodian. (i.e., Monroe Council appoints members to certain committees like plan commission, then the Council can also designate someone as the commission’s legal custodian).

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-73-24**

A RESOLUTION APPROVING UPDATED BORROWED FUNDS REPORT

WHEREAS, in 2022 the Village of Williams Bay borrowed \$11,610,000 funds for capital projects; and

WHEREAS, on September 11, 2024 the Finance and Personnel Committee recommended the moving of funds from one project to another to eliminate deficit funding sources for following four (4) capital projects totaling \$236,505 as summarized on the attached Exhibit A "Borrowed Funds Status Report 09/10/2024 LW" (Borrowed Funds Report): and

<u>\$ Amount:</u>	<u>From:</u>	<u>To:</u>
\$40,100	Highway 67 North Repair	Theatre Road Restrooms
\$15,000	Remove Old Tennis Courts	Update Beach House
\$61,405	Chlorination Improvements	Well 2 Pump Replacement
\$120,000	Chlorination Improvements	Well 3 Pump Replacement
\$236,505		

WHEREAS, on September 16, 2024, the Village of Williams Village Board, as recommended by the Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to approve the updated Borrowed Funds Report; and

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended Borrowed Funds Report, therefore.

Section III: Effective Date. This Resolution shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

Approved by the Village Board of the Village of Williams Bay this 16th day of September, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

Borrowed Funds Report

Updated 9/10/2024 LAW

LEVY SUPPORTED PROJECTS

	Earmarked	Balance	Notes
New Police Squad	65,000	115	Complete
New Emergency Vehicle	85,000	13,520	Complete
New Police Squad	65,000	65,000	Estimated 2025
Police Squad Computers	15,000	23,500	Includes County Grant
Axon Fleet Cameras	45,000	45,000	Not done this borrowing
Village Server/IT Upgrades	20,000	2,644	Complete
Laserfiche Software	10,000	900	Complete
Beach Cleaner	75,000	1,287	Complete
Fire/EMS Equipment	200,000	1,020	Complete
Teatre Road Baseball Fence	15,000	1,470	Complete
Theater Rd. Restrooms	100,000	(40,100)	
Theatre Rd Tennis Courts	250,000	0	Plus windscreen TBD
Upgrades to Theatre Rd Fields	25,000	25,000	
Remove Old Tennis Courts	30,000	16,750	Updated w new quote
Remodel Lions Field House	100,000	92,900	
Three Playgrounds	200,000	14,523	
Streets Repaving	900,000	108,000	
East Geneva Street	1,035,000	(108,054)	
Highway 67 North Rebuild	500,000	50,876	

Added Projects

Lake Geneva Dam Repair	0	0	
Southwick Creek Dredging	0	0	
Update Beach House	0	(15,000)	Complete

Subtotal Levy Projects	3,735,000	299,351	
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SEWER PROJECTS

Mainline Sewer Repairs	200,000	68,822	Updated w info from DPW
Hwy 67 North Sewer Rebuild	600,000	176,471	
Harris Rd Lift Station	1,000,000	1,136,134	Includes loan: See notes: potential to reallocate \$1M
Harris Rd Force Main	1,000,000	1,000,000	
Subtotal Sewer Projects	2,800,000	2,381,427	

WATER PROJECTS

Reactor Cleaning/Repair	200,000	0	
State Rd 67 N Water Rebuild	1,000,000	279,994	
Loch Vista Water Main	1,100,000	1,100,000	Status TBD
Chlorination Improvements	2,800,000	2,940,004	Includes loan: See notes Potential to reallocate \$2.58M
Southwick Creek Realignment	500,000	48,531	

Added Projects

Clover Street Water Main	0	0	
Well 2 Pump Replacement	0	(61,405)	
Well 3 Pump Replacement	0	(120,000)	
Water Plant Flood Plain	0	0	
Highway 67 West Rebuild	0	0	Engineering Only
Subtotal Water Projects	5,600,000	4,187,124	

Additional Loans

Clear Water (Sewer)	2,026,050
Safe Water (Water)	4,542,950

Total	\$18,704,000	\$6,867,902
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**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-70-24**

**A RESOLUTION GRANTING TEMPORARY
“CLASS B” WINE LICENSE TO FRIENDS OF KISHWAUKETOE NPO
FOR THE KNC WINE WALK**

WHEREAS, on September 16, 2024 the Village of Williams Bay Protective Services Committee determined that it is in the best interests of the Village and its residents to recommend approval of the Special Permit Application for Temporary “Class B” Retailers License by the Friends of Kishwauketoe NPO for the KNC Wine Walk on September 28, 2024; and

WHEREAS, the licensed Wine Walk area for wine beverages will encompass the entire Kishwauketoe Nature Conservancy property that will be set up and operated within the perimeter fenced areas with entry monitored and limited to individuals that are a minimum of 21 years old; and

WHEREAS, that licensed operators will be on the premises at all times to oversee the serving of alcohol; and

WHEREAS, as mandated by Village Code § 128-6. Liquor or Beer in Public Places. “No person shall carry any open can, bottle or other container of alcohol beverage or drink from the same upon any public walk, street, park or other public place in the Village except where a special permit is granted by the Village Board”; and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended special permit application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended application and authorizes the temporary retailers license, therefore.

Approved by the Village Board of the Village of Williams Bay this 16th day of September, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: 8-26-24

☐ Town ☒ Village ☐ City of WILLIAMS BAY

County of WALWORTH

The named organization applies for: (check appropriate box(es).)

☐ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 09/28/2024 and ending 09/28/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name FRIENDS OF KISHWAUKETOE NPO

(b) Address PO BOX 580 WILLIAMS BAY, WI
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 1992

(d) If corporation, give date of incorporation 05/07/1992

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President PEGGY POLLITT 438 HARVARD AVE, FONTANA, WI

Vice President SUSAN FRANZEN, 372 GENEVA ST, WILLIAMS BAY, WI

Secretary CINDY STUHLEY, 170 CIRCLE PKWY, WILLIAMS BAY, WI

Treasurer PEGGY POLLITT, 438 HARVARD AVE, FONTANA, WI

(g) Name and address of manager or person in charge of affair: PEGGY POLLITT, 438 HARVARD AVE, FONTANA

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 251 ELKHORN RD, WILLIAMS BAY (KNC) Entire property

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? No building

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event KNC WINE WALK

(b) Dates of event ~~08/25/2024~~ 9-28-24 2:00-4:00 pm

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Peggy Pollitt 8/26/24 FRIENDS OF KISHWAUKETOE
(Signature / Date) (Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-74-24**

**A RESOLUTION GRANTING TEMPORARY CLASS “B” FERMENTED MALT BEVERAGE AND
“CLASS B” WINE LICENSE TO WILLIAMS BAY LIONS CLUB
FOR THE WILLIAMS BAY LIONS CLUB NICK CASELLI ROCKING CAR SHOW**

WHEREAS, on September 16, 2024 the Village of Williams Bay Protective Services Committee determined that it is in the best interests of the Village and its residents to recommend approval of the Special Permit Application for Temporary Class “B” and “Class B” Retailers License by the Williams Bay Lions Club for the Williams Bay Lions Club Nick Caselli Rocking Car Show on October 12, 2024; and

WHEREAS, the licensed outdoor beer garden area for fermented malt beverages will encompass portions of the Edgewater Park property that will be set up and operated within the perimeter fenced area with entry monitored and limited to individuals that are a minimum of 21 years old; and

WHEREAS, that licensed operators will be on the premises at all times to oversee the serving of alcohol; and

WHEREAS, as mandated by Village Code § 128-6. Liquor or Beer in Public Places. “No person shall carry any open can, bottle or other container of alcohol beverage or drink from the same upon any public walk, street, park or other public place in the Village except where a special permit is granted by the Village Board”; and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended special permit application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended application and authorizes the temporary retailers license, therefore.

Approved by the Village Board of the Village of Williams Bay this 16th day of September 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: 09/13/2024
County of Walworth

☐ Town ☒ Village ☐ City of Williams Bay

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 10/12/2024 and ending 10/12/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) → ☒ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Williams Bay Lions Club

(b) Address _____
(Street) ☐ Town ☐ Village ☐ City

(c) Date organized 1946

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Mark Schneider

Vice President Dan Anderson

Secretary Jack Lothian

Treasurer Bruce Nelson

(g) Name and address of manager or person in charge of affair: Colin Doerge
61 Hill St, Williams Bay, WI 53191

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Edgewater Park (Pavilion Area)

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Pavilion Area

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event Williams Bay Lions Club Nick Caselli Rocking Car Show

(b) Dates of event October 12, 2024

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Mark Schneider
(Signature / Date)

Williams Bay Lions Club
(Name of Organization)

Date Filed with Clerk 9-13-2024

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Temp Bartenders-KNC

Peg Pollitt <kncpeg@gmail.com>

Wed 9/4/2024 10:35 AM

To:Tina Kolls <clerk@vi.williamsbay.wi.gov>

Hi Tina,

As President of the Friends of KNC, I would like to respectfully request to have our temporary bartender licenses fees waived. We are a not-for-profit organization raising funds to protect, restore and enhance the Kishwauketoe Nature Conservancy which benefits the citizens of Williams Bay as well as others.

I appreciate the Board's consideration in this matter.

Peg

Peg Pollitt

Friends of KNC President/Treasurer

kncpeg@gmail.com



MEMORANDUM

DATE: SEPTEMBER 16, 2024
TO: VILLAGE TRUSTEES
FROM: TINA KOLLS, VILLAGE CLERK
RE: OPERATOR LICENSE APPLICATIONS

The following License applications have been filed with the Village Clerk.

All applications have completed a records check, and PASS/FAIL suggestions have been made by the Williams Bay Police Department based on their findings.

Original/ Renewal	Name	Address	Establishment	Record Check
T	Alison Larkin	3260 S. Shore Drive Delavan, WI 53115	KNC	P
T	Angela Dawn Reed	266 Frost Circle Williams Bay, WI 53191	KNC	P
T	Donald W Skalla	266 Frost Circle Williams Bay, WI 53191	KNC	P
T	Brian Cook	89 Medwah Lane Fontana, WI 53125	KNC	P
T	Jennifer Yunker	N2609 Harris Rd Lake Geneva, WI 53147	KNC	P
T	Mary Jo Ferretti	352 Meadowlark Dr Apt # 7 Burlington, WI 53105	KNC	P

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-71-24**

**A RESOLUTION APPROVING EDGEWATER PARK USE AND POLICY CONTRACT
(United Church of Christ)**

WHEREAS, on September 16, 2024, the Village of Williams Bay Parks and Lakefront Committee determined that it is in the best interests of the Village and its residents to authorize approval of the attached Edgewater Park Use Application for United Church of Christ Outdoor Service on October 6, 2024:

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended Edgewater Park Use Application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, upon recommendation by the Parks and Lakefront Committee, do hereby ordain approval of this Edgewood Park Use Application:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended Application and authorizes the event, therefore.

Approved by the Village Board of the Village of Williams Bay this 16th day of September, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



EDGEWATER PARK USE AND POLICY CONTRACT

The Village of Williams Bay will allow use of the park, shelter building, some park equipment, electricity, water and sewer, natural gas and waiver of alcoholic beverage license fees.

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

- 1) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four (4) weeks prior to the event.
- 2) Organizations requesting the park must be non-profit, civic-minded Williams Bay based groups or have a constituency composed primarily of Williams Bay residents. Organization must also possess liability and worker's compensation insurance as required by the Village Board for your particular event.
- 3) A Five Hundred Dollar (\$500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.
- 4) Organization using the Park agrees to repair or replace any items broken, stolen or lost, such as mops, brooms or cleaning equipment; lights or bathroom fixtures, lawn turf, etc., during the time the Park is used.
- 5) Organization using the Park must keep the park clean and orderly during your event, including allowing others to freely access the park and the bathrooms. Also, agrees to pick up litter as it accumulates and clean rest rooms during the time of your event. All clean up must be performed by 10:00 AM of the day following the event unless specifically changed by the Village Administrator.
- 7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.
- 8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.
 - a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.01 shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.
 - b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.
 - c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.
 - d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.
 - e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.
 - f) A list of those serving alcoholic beverages at this event must accompany this contract.



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

9) All group members must be informed and agree to abide by these rules prior to the occurrence of the event.

10) Any organization requesting use of the kitchen must contact the Lions Club at williamsbaylionsclub@gmail.com to arrange for inspection of equipment available for use.

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an additional insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: Roberta Rohdin Killian Organization: United Church of Christ (congregational)

Address: 46 STAM STREET, WILLIAMS BAY WI 53191

Phone: (262) 245-5426 Email: rohr49@yahoo.com

Title of Event: Outdoor worship

Date(s) requested: 10/06/2024 Is event open to public? (circle one) YES NO

Summary of Event including the approximate number of attendees:

Outdoor worship: Shared ministry with UCC Lake Geneva
to celebrate and educate congregations' partnership including the
blessing of all God's creatures (pets)
Approximate # of attendees = 50

ALL ARE WELCOME!

Contact Information (if different than above)

Name: Roberta Rohdin Killian Organization: United Church of Christ, WB

Address: 91 Potawatomi Rd. I-2, WB 53191 (262) 745-2674



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: (262) 745-2679 Email: rohr49@yahoo.com



STATEMENT CONCERNING LIABILITY AND WORKER'S COMPENSATION INSURANCE FOR USE OF EDGEWATER PARK

We hereby acknowledge and confirm that the undersigned non-profit group or organization, together with all of its members, are not acting or serving in the service of the Village of Williams Bay in any respect in connection with the use we are about to make of or event we are about to hold in Edgewater Park. Our organization, including all members thereof, is not acting under any contract of hire, express or implied with the Village of Williams Bay nor is our organization, or any members thereof serving the Village of Williams Bay as an independent contractor. Our organization, including all members thereof, will not employ any other persons or firms in connection with the use we are about to make of or event we are about to hold in Edgewater Park as our use or event will be run using our membership or immediate family members of our membership only. This statement is made to clarify and confirm that our organization, including all members thereof, is not subject to Worker's Compensation coverage of the Village of Williams Bay.

We further acknowledge and confirm that the undersigned non-profit group or organization has liability insurance coverage of at least \$1,000,000 (one million dollars) and liquor liability insurance coverage (if applicable) in the same amount of coverage provided to it by its parent organization as set forth below that does provide liability insurance coverage to our local group or organization for the use or event about to take place under our exclusive control in Edgewater Park. We acknowledge that we are responsible, and all of our members and our member's immediate family who may also be participating in our event, for the safe and careful conduct of our event. As an express condition of our event therein under our exclusive use and control we do hereby agree to indemnify the Village of Williams Bay and all of its officials, agents and employees against all liability or loss that the Village of Williams Bay may sustain as a result of claims, demands, costs or judgments arising from the use or event we are about to hold in Edgewater Park.

DATED this 8/22/24 day of August, 2024

Group or organization United church of Christ (congregational) Williams Bay, WI

Our liability insurance provided by: _____

(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: Nobuta Nobdin Killion, Moderator
President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-72-24**

**A RESOLUTION APPROVING EDGEWATER PARK USE AND POLICY CONTRACT
(WBBA)**

WHEREAS, on September 3, 2024, the Village of Williams Bay Parks and Lakefront Committee determined that it is in the best interests of the Village and its residents to authorize approval of the attached Edgewater Park Use Application for WBBA 3 Day Cultural Event on June 19, 2025 – June 21, 2025:

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended Edgewater Park Use Application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, upon recommendation by the Parks and Lakefront Committee, do hereby ordain approval of this Edgewood Park Use Application:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended Application and authorizes the event, therefore.

Approved by the Village Board of the Village of Williams Bay this 16th day of September, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



EDGEWATER PARK USE AND POLICY CONTRACT

The Village of Williams Bay will allow use of the park, shelter building, some park equipment, electricity, water and sewer, natural gas and waiver of alcoholic beverage license fees.

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

- 1) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four (4) weeks prior to the event.
- 2) Organizations requesting the park must be non-profit, civic-minded Williams Bay based groups or have a constituency composed primarily of Williams Bay residents. Organization must also possess liability and worker's compensation insurance as required by the Village Board for your particular event.
- 3) A Five Hundred Dollar (\$500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.
- 4) Organization using the Park agrees to repair or replace any items broken, stolen or lost, such as mops, brooms or cleaning equipment; lights or bathroom fixtures, lawn turf, etc., during the time the Park is used.
- 5) Organization using the Park must keep the park clean and orderly during your event, including allowing others to freely access the park and the bathrooms. Also, agrees to pick up litter as it accumulates and clean rest rooms during the time of your event. All clean up must be performed by 10:00 AM of the day following the event unless specifically changed by the Village Administrator.
- 7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.
- 8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.
 - a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.01 shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.
 - b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.
 - c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.
 - d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.
 - e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.
 - f) A list of those serving alcoholic beverages at this event must accompany this contract.

A handwritten signature in black ink, consisting of stylized, overlapping loops and curves, positioned over a horizontal line.



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

9) All group members must be informed and agree to abide by these rules prior to the occurrence of the event.

10) Any organization requesting use of the kitchen must contact the Lions Club at nelsonbruce@aol.com to arrange for inspection of equipment available for use.

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an additional insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: Leticia Green Organization: WBBB

Address: 60 Johnson Ter W.B.

Phone: _____ Email: _____

Title of Event: 3 day cultural Event

Date(s) requested: June 19th-21st Is event open to public? (circle one) ☒ YES ☐ NO

Summary of Event including the approximate number of attendees:

Cultural Event to be named at a later date - similar to our "cinco de mayo" event. Hoping for 2-3 hundred

Contact Information (if different than above)

Name: Leticia Green Organization: WBBB

Address: 60 Johnson Ter W.B.

Phone: 202-279-2060 Email: leticia.green.heartartist@gmail.com



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DATED this _____ day of _____, 20____

Group or organization _____

Our liability insurance provided by: _____

(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: _____

President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:

