



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, APRIL 21, 2025 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. Meeting Decorum

- A.** Meeting Decorum. *According to Robert's Rules of Order, meeting decorum means maintaining respectful and orderly behavior during a discussion, including addressing the chair to speak, staying relevant to the topic at hand, avoiding personal attacks, and generally adhering to courteous conduct while debating issues; essentially, ensuring that discussions are focused and civil, with only one person speaking at a time when recognized by the chair. Violators of meeting decorum will be excused from the meeting.*

V. Minutes

- A.** Village Board Meeting Minutes of April 7, 2025

VI. Presentation of accounts and petitions

- A.** Payroll ending 04-04-2025 in the amount of \$53,166.88
- B.** Accounts Payable Prepays dated 04-10-2025 in the amount of \$17,003.80
- C.** Accounts Payable Unpays dated 04-16-2025 in the amount of \$231,118.03
- D.** Library Accounts Payable Prepays dated 04-15-2025 in the amount of \$1,755.19
- E.** Monthly EFT Payments for March 2025 in the amount of \$138,395.97
- F.** February 2025 Financial Statement
- G.** 2025 Legal Fees

VII. Plan Commission

- A.** APPLICANT: Dancing Dudes, LLC (Owner), Attorney Christina Green (Agent)
TAX KEYS: WOP 00088
STREET ADDRESS: 77 N. Walworth Ave, Williams Bay, WI 53191
Applicant requests a recommendation to the Village Board for approval of revised awning signage. The applicant also requests approval for an architectural design alteration to remove the upper floor awnings.

- B. APPLICANT: Dan Leahy (Owner), Michael Levitzke, Jr. (Agent)
TAX KEY: WA506300001
STREET ADDRESS: 178 Clover St, Williams Bay, WI 53191
Applicant requests a recommendation to the Village Board for a conditional use permit per Section 390-0809.D (2) *Fencing Standards*:
The project consists of 6' high semi-private aluminum and composite fencing located along the side lot lines and a 4'6" high gate with 5'6" high pillars located in the street yard.
- C. APPLICANT: Yerkes Future Foundation (Owner)
TAX KEY: WA518500001
STREET ADDRESS: 373 W. Geneva St, Williams Bay, WI 53191
Applicant requests a recommendation to the Village Board for a temporary use permit for placement of a 40' x 60' tent between the end of April and end of October annually.
- D. APPLICANT: Jack Pease, Super Mix, USA (Owner)
TAX KEY: WA505600002
STREET ADDRESS: South side of Park Place between Constance Blvd. and Dartmouth Rd., Williams Bay, WI 53191
Applicant requests a recommendation to the Village Board for approval of a Certified Survey Map per Section 375.0306 "Minor Land Division Procedures" to divide the existing 2.87 acre parcel into three parcels of nearly 1 acre each.

VIII. Joint Extraterritorial Zoning Committee: pursuant to section 18.171F(A)

- A. APPLICANTS: Inns of Geneva National, LLC (Owner), Garth Chambers, Paloma Geneva National (Applicant)
TAX KEY: JGN6000001
STREET ADDRESS: 1091 Hidden Cottage Circle, Town of Geneva, Walworth County, Wisconsin
The applicant requests an amendment to a Conditional Use Permit per 390.1714, *Conditional Use Permit* and 390.1703.V, B-5, *ETZ Planned Commercial-Recreation Business District* to change one of the buildings containing 16 sleeping units to four (4) cottage-style buildings containing 16 sleeping units (each cottage has 4 bedrooms).

IX. Public Comments

- A. Public Comments Responses - Responses to Public Comments from the previous Village Board Meeting are included in the Meeting Packet Materials Under this Agenda Item
- B. Public Comments. *Individual public comments will be limited to two (2) minutes maximum. If your comments align with other comments before you, please consider stating that you are in agreement with those 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.*

X. President's Remarks

- A. Acknowledge Municipal Judge Don Robison Service to the Village.
- B. Acknowledge Lake Geneva Regional News Reporter Eric Johnson Service to the Village.

XI. Ordinances and Resolutions

- A. Resolution R-28-25 Approving the Developer Agreement between the Village of Williams Bay and Jack Pease. Super Mix, USA (Owner)
TAX KEY: WA505600002

STREET ADDRESS: South side of Park Place between Constance Blvd. and Dartmouth Rd., Williams Bay, WI 53191

Developers Agreement for a Certified Survey Map (CSM) dividing the existing 2.87 acre parcel into three parcels of nearly 1 acre each.

- B. Resolution R-29-25 Approving of Contract for Construction of Public Works Improvements Related to the Topography The Preserve Development

XII. Committee Reports

A. Protective Services, Chair - Trustee Vlach

1. Original, Renewal, or Temporary Operator License Applications
2. Resolution R-30-25 Granting Temporary Class "B" and "Class B" Retailer's License for Williams Bay Business Association for the Cinco De Mayo Event May 3 & 4, 2025
3. Discussion and Possible Action on a Class B Beer and Class B Liquor License Application for Topography Beverage Company LLC

B. Parks & Lakefront, Chair - Trustee Russell

1. Discussion and Possible Action on a Cost Estimate for Replacement of Asphalt at the Williams Bay Launch

XIII. Public Comments

- A. *Individual public comments will be limited to two (2) minutes maximum. If your comments align with other comments before you, please consider stating that you are in agreement with those 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.*

XIV. Other Items for Discussion, Consideration, or Action

- A. Municipal Treasurers Appreciation Week Proclamation
- B. Arbor Day Proclamation
- C. Village Clerk receipt of appeal from the affected party requesting waiver of Chapter 299, Village's sex offenders ordinance.

XV. Closed Session Business

- A. Closed session pursuant to Wis. Stat. Sec. 19.85 (1) (f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. Re: appeal to Chapter 299 Village Ordinances.
- B. Motion to Reconvene into Open Session
- C. Possible Action on Matters Discussed in Closed Session

XVI. 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: 04/17/2025 5:00 PM



VILLAGE OF WILLIAMS BAY

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Phone: 262-245-2700

UNOFFICIAL MINUTES VILLAGE BOARD 4/7/2025 MEETING MONDAY, APRIL 7, 2025 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, Adam Jaramillo, Steven Russell

Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Fire Chief Doug Smith, Public Works Director Wayne Edwards, Library Director Joy Schnupp, Recreation Director Ryan Knop, Village Engineer Doug Snyder, Fontana Fire Chief Richard Manthy Jr, Treasurer Jennifer Wiese, Clerk Tina Kolls

Excused: Trustee Robert Umans

III. Meeting Decorum

- A. Meeting Decorum. *According to Robert's Rules of Order, meeting decorum means maintaining respectful and orderly behavior during a discussion, including addressing the chair to speak, staying relevant to the topic at hand, avoiding personal attacks, and generally adhering to courteous conduct while debating issues; essentially, ensuring that discussions are focused and civil, with only one person speaking at a time when recognized by the chair. Violators of meeting decorum will be excused from the meeting.*

IV. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

V. Minutes

- A. Village Board Meeting Minutes of March 17, 2025

The motion to approve the Village Board Meeting Minutes of March 17, 2025 was initiated by Trustee Wright and seconded by Trustee Vlach . Unanimously carried.

VI. Presentation of accounts and petitions

- A. Payroll ending 03-21-2025 in the amount of \$53,407.07

The motion to approve the Payroll ending 03-21-2025 in the amount of \$53,407.07 was initiated by Trustee Wright and seconded by Trustee Jaramillo. Unanimously carried.

- B. Accounts Payable Prepays dated 3-24-2025 in the amount of \$150.00

The motion to approve the Accounts Payable Prepays dated 3-24-2025 in the amount of \$150.00 was initiated by Trustee Wright and seconded by Trustee Jaramillo. Unanimously carried.

- C. Accounts Payable Unpays dated 04-03-2025 in the amount of \$239,055.68

The motion to approve the Accounts Payable Unpaid dated 04-03-2025 in the amount of \$239,055.68 was initiated by Trustee Wright and seconded by Trustee Jaramillo. Unanimously carried.

VII. Public Comments

Tim Halas, 134 Elmhurst Ct, requested that we ask the DNR to stop adding fluoride to the water, asked what the definition of a single family is to the Village Board.

Don Mason, 508 Wiswell Dr, thanked President Duncan for his years of service to the Village of Williams Bay.

Connie Gluth, 95 Lackey Dr, requested an update on the 200 trees being removed behind Healey Dr

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VIII. President's Remarks

- A. 2025 Election Results**

President Duncan spoke regarding the 2025 Spring Election results.

President Duncan gave his condolences to the family and friends of Dave Weber.

IX. Committee Reports

- A. Protective Services, Chair - Trustee Vlach**

- 1. Original, Renewal, or Temporary Operator License Applications

[IGNORE_INDENT]

The motion to approve the Original, Renewal, or Temporary Operator License Applications was initiated by Trustee Vlach and seconded by Trustee Russell. Unanimously carried.

- 2. 2025 Police Department Referendum Results

[IGNORE_INDENT]

Trustee Vlach spoke regarding the results of the 2025 Public Safety referendum results, thanking Chief Timm and staff for all their hard work.

X. Public Comments

Liz Duncan, 465A Outing St, Spoke about the years of service and dedication of President Duncan.

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XI. Other Items for Discussion, Consideration, or Action

- A. Discussion and Possible Action on Revised Village Board Schedule for 2025 - Organizational Meeting from April 22 to April 15 (Third Tuesday of April)**

The motion to approve the Revised Village Board Schedule for 2025 - Organizational Meeting from April 22 to April 15

(Third Tuesday of April) was initiated by Trustee Russell and seconded by Trustee Wright. Unanimously carried.

XII. Adjournment

The motion to adjourn was initiated by Trustee Vlach and seconded by Trustee Wright at 06:47pm. Unanimously carried.

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

03/22/2025 - 04/04/2025

Pay Date:

4/11/2025

Department	Gross Regular Wages	Gross OT Wages	Payroll Taxes & Deductions	Net Wages
Crossing Guard	\$458.96	\$0.00	\$40.19	\$418.77
General Administration	\$12,229.56	\$0.00	\$6,071.92	\$6,157.64
KNC	\$3,914.80	\$0.00	\$984.44	\$2,930.36
Lakefront/Beach	\$1,148.48	\$0.00	\$225.53	\$922.95
Library	\$7,764.45	\$0.00	\$2,811.80	\$4,952.65
Municipal Court	\$1,457.35	\$0.00	\$207.35	\$1,250.00
Parks	\$1,117.76	\$0.00	\$131.94	\$985.82
Police	\$26,520.12	\$2,358.00	\$9,797.67	\$19,080.45
Protective Services (F&R)	\$7,590.68	\$0.00	\$1,489.41	\$6,101.27
Public Works/W&S	\$12,692.58	\$0.00	\$5,005.93	\$7,686.65
Recreation Department	\$3,876.54	\$0.00	\$1,196.22	\$2,680.32
Village Board	\$0.00	\$0.00	\$0.00	\$0.00
Total Net Wages				\$53,166.88

GL Account and Title	Description	Amount	Date Paid	GL Period
AUSTIN PIER SERVICE				
100-55411-153 LAKEFRONT PIER REPAIRS	PIER REPAIRS - APPROV	17,003.80		225
Total AUSTIN PIER SERVICE:		17,003.80		
Grand Totals:		17,003.80		

Village Board Approval Date: _____

GL Account and Title	Description	Amount	GL Period
325			
BAKER TILLY VIRCHOW KRAUSE LLP			
200-57925-100 WATER RATE STUDY EXPENSE	WATER RATE STUDY PROGRE	1,802.06	325
Total BAKER TILLY VIRCHOW KRAUSE LLP:		1,802.06	
CASPER'S TRUCK EQUIPMENT			
500-54310-140 STREETS/HIGHWAYS	PLOW TRUCK EQUIPMENT	101,561.50	325
Total CASPER'S TRUCK EQUIPMENT:		101,561.50	
HYDRO CORP			
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	1,351.00	325
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	459.00	325
Total HYDRO CORP:		1,810.00	
PATS SERVICES INC			
200-57631-160 WATER TREATMENT CHEMICALS	LIME SLUDGE	200.00	325
200-57631-160 WATER TREATMENT CHEMICALS	LIME SLUDGE	200.00	325
200-57631-160 WATER TREATMENT CHEMICALS	LIME SLUDGE	175.00	325
200-57631-160 WATER TREATMENT CHEMICALS	LIME SLUDGE	200.00	325
Total PATS SERVICES INC:		775.00	
PREMIUM WATERS INC			
100-51730-160 VH BLDG SUPPLIES	DRINKING WATER VILLAGE HA	33.24	325
Total PREMIUM WATERS INC:		33.24	
SHI INTERNATIONAL CORP			
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	FIREWALL 1 YEAR SUPPORT &	127.49	325
200-58801-000 IT SUPPORT/ANNUAL FEES	FIREWALL 1 YEAR SUPPORT &	127.49	325
300-58801-000 IT SUPPORT/ANNUAL FEES	FIREWALL 1 YEAR SUPPORT &	127.49	325
100-51210-150 MUNICIPAL COURT IT FEES	FIREWALL 1 YEAR SUPPORT &	127.49	325
100-52120-130 POLICE IT EXPENSE	FIREWALL 1 YEAR SUPPORT &	127.48	325
100-52360-130 RESCUE DEPT IT EXPENSE	FIREWALL 1 YEAR SUPPORT &	127.48	325
100-52360-130 RESCUE DEPT IT EXPENSE	FIREWALL 1 YEAR SUPPORT &	127.48	325
100-55210-130 REC DEPT TECHNOLOGY/IT	FIREWALL 1 YEAR SUPPORT &	127.48	325
Total SHI INTERNATIONAL CORP:		1,019.88	
WISCONSIN STATE LABORATORY OF HYGIENE			
200-57623-170 WATER TESTING	FLUORIDE TEST	62.00	325
Total WISCONSIN STATE LABORATORY OF HYGIENE:		62.00	
Total 325:		107,063.68	
425			
ABRAHAM'S ON-SITE SHREDDING			
100-51410-160 GEN ADMIN SUPPLIES	SHREDDING SERVICES	71.50	425
Total ABRAHAM'S ON-SITE SHREDDING:		71.50	
ACCURATE APPRAISAL			
100-51520-000 ASSESSOR CONTRACT	ASSESSMENT SERVICES	2,500.00	425

GL Account and Title	Description	Amount	GL Period
Total ACCURATE APPRAISAL:		2,500.00	
ACE HARDWARE			
100-55210-270 REC DEPT ATHLETIC PROGRAM EXP	BATTERIED FOR PITCHING MA	940.00	425
Total ACE HARDWARE:		940.00	
BURLINGTON WASTEWATER UTILITY			
200-57623-170 WATER TESTING	BACT SUPPLIES	120.00	425
Total BURLINGTON WASTEWATER UTILITY:		120.00	
COLUMN SOFTWARE PBC			
100-51410-210 GEN ADMIN PUBLICATIONS	ETZ INNS OF GN PUBLICATION	76.15	425
100-51410-210 GEN ADMIN PUBLICATIONS	ORDINANCE 25-02 PUBLICATIO	183.07	425
100-51410-210 GEN ADMIN PUBLICATIONS	ORDINANCE 2025-01 PUBLICAT	149.35	425
100-51410-210 GEN ADMIN PUBLICATIONS	FRANBERG ZBA PUBLICATION	121.23	425
Total COLUMN SOFTWARE PBC:		529.80	
CONSERV FS INC			
100-55210-270 REC DEPT ATHLETIC PROGRAM EXP	TURFACE MVP 2 PALLETS	920.00	425
100-55210-270 REC DEPT ATHLETIC PROGRAM EXP	DELIVERY CHARGE	95.00	425
Total CONSERV FS INC:		1,015.00	
CONSIGNY LAW FIRM			
100-51610-000 LEGAL SERVICES	GENERAL ATTORNEY EXPENS	4,805.50	425
100-51610-000 LEGAL SERVICES	MUNICIPAL COURT ATTORNEY	4,168.50	425
100-51610-000 LEGAL SERVICES	BUILDING & ZONING ATTORNE	595.00	425
100-51610-000 LEGAL SERVICES	FINANCE & PERSONNEL ATTO	1,207.50	425
100-51610-000 LEGAL SERVICES	PROTECTIVE SERVICES ATTO	770.00	425
100-51630-000 LEGAL/ENGINEER/PLANNING AR	THE PRESERVE	21,416.50	425
100-51405-000 BILLABLE SERVICES	PARK PLACE ATTORNEY FEE	735.00	425
100-51630-000 LEGAL/ENGINEER/PLANNING AR	HANSON'S ADDITION SUNDIVIS	1,312.50	425
Total CONSIGNY LAW FIRM:		35,010.50	
ENERGENECS			
200-57635-150 WATER TREATMENT REPAIRS/ MAINT	SCREW	365.25	425
Total ENERGENECS:		365.25	
GENEVA LAKE ENVIRONMENTAL AGENCY			
100-52130-120 GENEVA LAKE ENVIRONMENTAL AGCY	1ST QUARTER PLEDGE 2025	11,250.00	425
Total GENEVA LAKE ENVIRONMENTAL AGENCY:		11,250.00	
GRAND WELCOME OF LAKE GENEVA			
100-43009 ROOM TAX PERMIT	REFUND OF 2/5/25 PAYMENT P	25.00	425
Total GRAND WELCOME OF LAKE GENEVA:		25.00	
ICMA MEMBERSHIP RENEWALS			
100-51410-190 GEN ADMIN TRAINING	2025 MEMBERSHIP DUES	609.73	425

GL Account and Title	Description	Amount	GL Period
Total ICMA MEMBERSHIP RENEWALS:		609.73	
MILPORT ENTERPRISES INC			
200-57631-160 WATER TREATMENT CHEMICALS	ALUMINUM SULFATE	1,859.00	425
Total MILPORT ENTERPRISES INC:		1,859.00	
SECURIAN FINANCIAL GROUP INC			
100-52120-124 POLICE LIFE INSURANCE	MAY LIFE INS POLICE	109.88	425
100-54100-123 DPW ADMIN HEALTH INSURANCE	MAYF LIFE INS DPW	6.64	425
100-54310-124 STREETS LIFE INSURANCE	MAY LIFE INS STREETS	17.47	425
100-55410-124 PARKS LIFE INSURANCE	MAY LIFE INS PARKS	13.24	425
200-57630-124 WATER TREATMENT - LIFE INS	MAY LIFE INS WATER TREATME	4.21	425
200-57640-124 WATER DISTRIBUTION - LIFE INS	MAY LIFE INS WATER DIST	4.21	425
200-57902-124 WATER ACCOUNTING - LIFE INS	MAY LIFE INS WATER ACCT	11.32	425
230-58100-124 KNC LIFE INSURANCE	MAY LIFE INS KNC	5.00	425
200-57920-124 WATER ADMIN - LIFE INS	MAY LIFE INS WATER ADMIN	12.33	425
300-58964-124 SEWER ACCOUNTING - LIFE INS	MAY LIFE INS SEWER ACCT	11.29	425
300-58965-124 SEWER ADMIN - LIFE INS	MAY LIFE INS SEWER ADMIN	12.32	425
100-51410-124 GEN ADMIN LIFE INSURANCE	MAY LIFE INS GEN ADMIN	60.70	425
100-55210-124 REC DEPT LIFE INSURANCE	MAY LIFE INS REC DEPT	6.05	425
400-58100-124 LIFE INSURANCE	MAY LIFE INS LIBRARY	49.39	425
100-21257 LIFE INSURANCE PAYABLE	EMPLOYEE CONTRIBUTION	358.66	425
Total SECURIAN FINANCIAL GROUP INC:		682.71	
SHEPARD, SHARYN			
001-15100 UTILITY CASH CLEARING	REFUND OF OVERPAYMENT O	212.84	425
Total SHEPARD, SHARYN:		212.84	
TANIS GROUP REAL ESTATE			
100-43009 ROOM TAX PERMIT	REFUND OF 1/7/25 PAYMENT P	25.00	425
Total TANIS GROUP REAL ESTATE:		25.00	
UPPER CASE PRINTING			
415-52320-165 FIREWORKS EXPENDITURE	FIREWORKS FLYER	323.00	425
200-57921-160 WATER OFFICE SUPPLIES	AUTO PAY FLYER	260.02	425
300-58969-160 SEWER OFFICE SUPPLIES	AUTO PAY FLYER	260.01	425
200-57921-160 WATER OFFICE SUPPLIES	PRINTING OF CROSS CONNEC	260.02	425
300-58969-160 SEWER OFFICE SUPPLIES	PRINTING OF CROSS CONNEC	260.01	425
200-57921-160 WATER OFFICE SUPPLIES	RATE INCREASE LETTER	520.03	425
Total UPPER CASE PRINTING:		1,883.09	
USA BLUE BOOK			
200-57641-160 WATER DISTRIBUTION SUPPLIES	DECHLORINATION TABLETS	211.14	425
Total USA BLUE BOOK:		211.14	
VELOCITY			
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	AZURE BACK UP SERVICE 3 SE	147.82	425
100-52120-130 POLICE IT EXPENSE	ENDPOINT SECURITY 29 LICEN	609.00	425
100-55411-130 LAKEFRONT IT	MICROSOFT 365 LAKEFRONT	21.00	425
100-55210-130 REC DEPT TECHNOLOGY/IT	MICROSOFT 365 RECREATION	160.50	425
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	MICROSOFT 365 GENERAL	555.00	425

GL Account and Title	Description	Amount	GL Period
100-52120-130 POLICE IT EXPENSE	MICROSOFT 365 POLICE	549.00	425
100-52360-130 RESCUE DEPT IT EXPENSE	MICROSOFT 365 RESCUE	21.00	425
100-52320-130 FIRE DEPT IT	MICROSOFT 365 FIRE	42.00	425
200-58801-000 IT SUPPORT/ANNUAL FEES	MICROSOFT 365 WATER	46.50	425
100-54310-150 STREETS EQUIP REPAIRS/MAINT	MICROSOFT 365 STREETS	46.50	425
100-51210-150 MUNICIPAL COURT IT FEES	MICROSOFT 365 COURT	46.50	425
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	IT SUPPORT - GENERAL	550.00	425
100-52120-130 POLICE IT EXPENSE	IT SUPPORT POLICE	250.00	425
100-52320-130 FIRE DEPT IT	IT SUPPORT FIRE	300.00	425
200-58801-000 IT SUPPORT/ANNUAL FEES	IT SUPPORT WATER	300.00	425
Total VELOCITY:		3,644.82	
WALCOMET			
300-58980-300 WALCOMET SEWERAGE EXPENSES	MARCH 2025 SEWER SERVICE	62,978.97	425
Total WALCOMET:		62,978.97	
WHITING, FRANK			
100-55210-275 REC DEPT PROGRAM EXPENSES	CHAIR YOGA @ LIONS FIELDH	72.00	425
100-55210-275 REC DEPT PROGRAM EXPENSES	CHAIR YOGA@ LIONS FIELDHO	48.00	425
Total WHITING, FRANK:		120.00	
Total 425:		124,054.35	
Grand Totals:		231,118.03	

Village Board Approval Date: _____

GL Account and Title	Description	Amount	GL Period
325			
PLAYAWAY PRODUCTS			
400-58201-000 CHILDREN PRINT	CHILDREN'S DIGITAL	106.23	325
400-58200-100 ADULT DIGITAL	ADULT DIGITAL	212.47	325
Total PLAYAWAY PRODUCTS:		318.70	
Total 325:		318.70	
425			
ARAM PUBLIC LIBRARY			
410-58255-000 LIB FRIENDS EXPENDITURE	FRIENDS	86.50	425
Total ARAM PUBLIC LIBRARY:		86.50	
BAKER & TAYLOR			
400-58200-000 ADULT PRINT	ADULT PRINT/ BOOK	513.85	425
400-58201-000 CHILDREN PRINT	CHILDREN'S BOOKS	147.53	425
Total BAKER & TAYLOR:		661.38	
DEMCO			
400-58100-160 LIBRARY SUPPLIES	SUPPLIES	193.43	425
Total DEMCO:		193.43	
LAKE GENEVA PUBLIC LIBRARY			
410-58255-000 LIB FRIENDS EXPENDITURE	FRIENDS	99.61	425
Total LAKE GENEVA PUBLIC LIBRARY:		99.61	
MIDWEST TAPE			
400-58240-000 LIBRARY MEDIA	MEDIA	152.19	425
Total MIDWEST TAPE:		152.19	
SCHNUPP, JOY			
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	PROGRAMS	13.38	425
Total SCHNUPP, JOY:		13.38	
UNIQUE SERVICES			
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	IT/LICENSES/CONTRACTED SE	50.00	425
Total UNIQUE SERVICES:		50.00	
WISCONSIN LIBRARY ASSOC			
410-58255-000 LIB FRIENDS EXPENDITURE	FRIENDS EXPENSE	180.00	425
Total WISCONSIN LIBRARY ASSOC:		180.00	
Total 425:		1,436.49	
Grand Totals:		1,755.19	

GL Account and Title	Description	Amount	GL Period
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Village Board Approval Date: _____

Monthly EFT Payments

Month: March 2025			
Vendor	Amount		Purpose
Alliant	3,316.41	3/18/2025	Monthly Village Owned Electric
Alliant	12,521.16	3/3/2025	Monthly Village Owned Electric
Associated Bank	416.66	3/18/2025	Monthly HSA Contributions
AT&T Mobility	157.00	3/18/2025	Monthly charges for Street Dept Tablets, HarborMaster Cell phone, & Court Cell Phone
AT&T Mobility	837.57	3/18/2025	Monthly Charges for Police, Fire, Rescue & Administrator Cell Phones
AT&T	935.11	3/31/2025	Monthly Landline Charges
Delta Delta/Vision	899.06	3/3/2025	March Dental & Vision Insurance Premium
Employee Trust Funds	37,236.68	3/17/2025	April Health Insurance Premium
Employee Trust Funds	22,490.85	3/31/2025	February 2025 Retirement
Exxon	1,874.59	3/10/2025	February/March Fuel Purchases
First National Bank & Trust	7,786.28	3/10/2025	Monthly Credit Card Charges
First National Bank & Trust	6,406.15	3/14/2025	Monthly HSA Contributions
IRS	17,319.50	3/14/2025	Payroll Withholding Taxes
IRS	17,297.75	3/31/2025	Payroll Withholding Taxes
Pitney Bowes	153.81	3/19/2025	Monthly Postage Meter
Spectrum	159.98	3/11/2025	Monthly Village Hall Internet
WE Energies	3,728.20	3/14/2025	Monthly Gas Charges
WI DOR	1,316.47	3/17/2025	Sales Tax
WI DOR	3,539.74	3/17/2025	Payroll Withholding Taxes
WI DOT	3.00	3/3/2025	Suspension Fees
	\$ 138,395.97		

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-41100 TAX LEVY-GENERAL	.00	.00	1,793,544.00	1,793,544.00	.0
100-41101 DELINQUENT PP TAX	.00	.00	50.00	50.00	.0
100-41104 UTILITY TAX EQUIVALENT	.00	.00	77,000.00	77,000.00	.0
100-41105 ROOM TAX	779.44	13,046.12	75,000.00	61,953.88	17.4
100-41106 CABLE FRANCHISE FEES	13,303.07	13,303.07	51,000.00	37,696.93	26.1
100-41110 MERCY PILOT	.00	.00	56,000.00	56,000.00	.0
100-41111 WLC PILOT	.00	.00	37,500.00	37,500.00	.0
100-41200 COUNTY AND MUNICIPAL AID	.00	.00	30,600.00	30,600.00	.0
100-41201 SUPPLEMENTAL CTY & MUNICPL AID	.00	.00	82,000.00	82,000.00	.0
TOTAL TAXES	14,082.51	26,349.19	2,202,694.00	2,176,344.81	1.2
<u>INTERGOVERNMENTAL</u>					
100-42001 EXEMPT COMPUTER AID	.00	.00	500.00	500.00	.0
100-42002 STATE SHARED REVENUE	.00	.00	64,000.00	64,000.00	.0
100-42006 TRANSPORTATION AID	.00	55,188.02	210,000.00	154,811.98	26.3
100-42007 POLICE TRAINING FROM STATE	.00	.00	1,400.00	1,400.00	.0
100-42008 OTHER STATE AIDS	.00	.00	24,000.00	24,000.00	.0
100-42009 POLICE GRANT FROM CTY	.00	1,139.84	3,000.00	1,860.16	38.0
100-42010 POLICE SRO REVENUE	29,406.45	29,406.45	67,000.00	37,593.55	43.9
100-42012 MISC GRANTS	30,909.32	30,909.32	.00 (	30,909.32)	.0
100-42013 POLICE FEDERAL/DOJ GRANTS	.00	518.00	.00 (	518.00)	.0
TOTAL INTERGOVERNMENTAL	60,315.77	117,161.63	369,900.00	252,738.37	31.7
<u>LICENSES & PERMITS</u>					
100-43001 LIQUOR/BEER LICENSE	.00	.00	6,300.00	6,300.00	.0
100-43002 OPERATOR LICENSE	120.00	170.00	2,200.00	2,030.00	7.7
100-43006 BUILDING PERMITS	2,195.20	6,625.36	80,000.00	73,374.64	8.3
100-43007 ELECTRICAL PERMITS	1,051.40	2,520.10	17,000.00	14,479.90	14.8
100-43008 PLUMBING PERMITS	1,114.68	2,268.86	20,000.00	17,731.14	11.3
100-43009 ROOM TAX PERMIT	150.00	175.00	600.00	425.00	29.2
100-43014 CIGARETTE LICENSE	.00	.00	300.00	300.00	.0
100-43015 ZONING AND PLANNING FEES	1,620.00	1,845.00	20,000.00	18,155.00	9.2
100-43016 TREE PERMIT	350.00	695.00	6,000.00	5,305.00	11.6
100-43018 DOG LICENSE	165.00	450.00	1,000.00	550.00	45.0
100-43021 TOURIST ROOMING HOUSE PERMIT	2,250.00	5,400.00	8,100.00	2,700.00	66.7
100-43022 SHORT TERM RENTAL PERMIT	.00	.00	19,000.00	19,000.00	.0
100-43025 TRANSIENT MERCHANT PERMIT	350.00	350.00	150.00 (	200.00)	233.3
100-43090 INVOICED SERVICE PAYMENTS	4,373.68	4,873.68	124,000.00	119,126.32	3.9
TOTAL LICENSES & PERMITS	13,739.96	25,373.00	304,650.00	279,277.00	8.3

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>PUBLIC CHARGES FOR SERVICE</u>					
100-44040 POLICE GEN REVENUE	5.00	45.00	250.00	205.00	18.0
100-44049 SPECIAL ASSESSMENT LETTERS	320.00	400.00	4,000.00	3,600.00	10.0
100-44060 STREET OPENING PERMIT	50.00	100.00	1,000.00	900.00	10.0
100-44090 DONATION/SPONSORSHIP REVENUE	.00	.00	6,000.00	6,000.00	.0
100-44092 RECREATION MISC REVENUE	496.36	496.36	3,700.00	3,203.64	13.4
100-44094 ATHLETIC PROGRAM REVENUE	170.00	270.00	12,000.00	11,730.00	2.3
100-44098 REC DEPT PROGRAM REVENUE	944.16	(2,224.00)	15,000.00	17,224.00	(14.8)
100-44101 REC DEPT EVENTS/TRIPS	.00	.00	500.00	500.00	.0
100-44102 MISC REC REVENUE	.00	120.00	.00	(120.00)	.0
100-44107 FACILITY RENTAL REVENUE	400.00	1,310.00	9,300.00	7,990.00	14.1
100-44301 WATERWAY MARKERS	.00	.00	6,300.00	6,300.00	.0
100-44620 LAKEFRONT/SHORE INCOME	384.00	384.00	16,000.00	15,616.00	2.4
100-44621 BEACH REVENUE	185.00	185.00	85,000.00	84,815.00	.2
100-44622 LAUNCH REVENUE	137.50	137.50	210,000.00	209,862.50	.1
100-44623 HORVATH DRY STORAGE REVENUE	(50.00)	(50.00)	25,300.00	25,350.00	(.2)
100-44625 TOWN OF LINN BEACH REVENUE	.00	.00	15,000.00	15,000.00	.0
100-44630 KAYAK/PADDLEBOARD RENTAL FEES	.00	.00	15,000.00	15,000.00	.0
TOTAL PUBLIC CHARGES FOR SERVICE	3,042.02	1,173.86	424,350.00	423,176.14	.3
<u>FINES & FORFEITURES</u>					
100-45001 COURT FINE REVENUE	3,943.57	3,027.37	26,000.00	22,972.63	11.6
100-45002 PARKING TICKET REVENUE	50.00	500.00	8,000.00	7,500.00	6.3
TOTAL FINES & FORFEITURES	3,993.57	3,527.37	34,000.00	30,472.63	10.4
<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	32,579.95	64,907.04	48,680.00	(16,227.04)	133.3
100-48005 PROPERTY RENTAL INCOME	13,395.00	13,395.00	.00	(13,395.00)	.0
100-48013 BOAT SLIP RENTAL	23,461.00	23,461.00	286,000.00	262,539.00	8.2
100-48015 GENEVA LK LAW ENFORCEMENT AGCY	.00	.00	32,000.00	32,000.00	.0
100-48016 MUNICIPAL BUSINESS LEASE PYMT	.00	.00	1,000.00	1,000.00	.0
100-48020 GLEA CBCW GRANT	.00	.00	2,400.00	2,400.00	.0
TOTAL COMMERCIAL	69,435.95	101,763.04	370,080.00	268,316.96	27.5

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
100-49002 INSURANCE PAYMENTS/REBATE	.00	.00	2,500.00	2,500.00	.0
100-49003 SALE OF VGE ASSET	.00	.00	1,000.00	1,000.00	.0
100-49009 GENERAL MISC UNCLASS	65.00	139.95	500.00	360.05	28.0
TOTAL MISCELLANEOUS	65.00	139.95	4,000.00	3,860.05	3.5
TOTAL FUND REVENUE	164,674.78	275,488.04	3,710,424.00	3,434,935.96	7.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
100-51110-110 VILLAGE BOARD WAGES	.00	.00	22,100.00	22,100.00	.0
100-51110-121 VILLAGE BOARD FICA	.00	.00	1,700.00	1,700.00	.0
100-51110-130 VILLAGE BOARD OTHER EXPENSE	87.05	87.05	1,000.00	912.95	8.7
100-51210-110 MUNICIPAL COURT WAGES	2,914.70	5,829.40	9,300.00	3,470.60	62.7
100-51210-121 MUNICIPAL COURT FICA	222.98	445.96	770.00	324.04	57.9
100-51210-150 MUNICIPAL COURT IT FEES	37.09	4,177.18	1,500.00	(2,677.18)	278.5
100-51405-000 BILLABLE SERVICES	8,556.25	15,524.89	109,000.00	93,475.11	14.2
100-51410-110 GEN ADMIN WAGES	13,058.10	26,095.41	170,346.00	144,250.59	15.3
100-51410-112 GEN ADMIN OT WAGES	48.02	48.02	.00	(48.02)	.0
100-51410-121 GEN ADMIN FICA	943.18	1,881.13	13,091.00	11,209.87	14.4
100-51410-122 GEN ADMIN RETIREMENT	910.87	1,816.98	11,938.00	10,121.02	15.2
100-51410-123 GEN ADMIN HEALTH INSURANCE	2,985.89	5,977.78	34,976.00	28,998.22	17.1
100-51410-124 GEN ADMIN LIFE INSURANCE	60.70	121.40	750.00	628.60	16.2
100-51410-127 GEN ADMIN HSA FUNDING	604.18	604.18	7,250.00	6,645.82	8.3
100-51410-130 GEN ADMIN IT EXPENSE	79.99	159.98	4,000.00	3,840.02	4.0
100-51410-160 GEN ADMIN SUPPLIES	848.46	884.58	10,000.00	9,115.42	8.9
100-51410-161 GEN ADMIN POSTAGE	.00	.00	6,500.00	6,500.00	.0
100-51410-162 GEN ADMIN COPIER EXPENSE	216.23	623.18	3,600.00	2,976.82	17.3
100-51410-190 GEN ADMIN TRAINING	.00	1,915.88	7,000.00	5,084.12	27.4
100-51410-200 GEN ADMIN TELEPHONE	467.23	934.82	4,000.00	3,065.18	23.4
100-51410-210 GEN ADMIN PUBLICATIONS	264.05	264.05	3,500.00	3,235.95	7.5
100-51410-300 GEN ADMIN CODIFICATION	1,728.00	1,728.00	6,200.00	4,472.00	27.9
100-51412-000 ELECTION EXPENSE	.00	.00	3,000.00	3,000.00	.0
100-51412-110 ELECTION WAGES	2,553.80	2,553.80	7,000.00	4,446.20	36.5
100-51412-121 ELECTION FICA	.00	.00	30.00	30.00	.0
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	5,469.47	10,452.37	30,000.00	19,547.63	34.8
100-51414-100 LASERFICHE EXPENSE	.00	.00	3,100.00	3,100.00	.0
100-51415-000 LEAGUE EXPENSES/DUES	.00	.00	3,000.00	3,000.00	.0
100-51510-000 INSURANCE EXPENSE	.00	61,181.00	66,000.00	4,819.00	92.7
100-51520-000 ASSESSOR CONTRACT	2,500.00	5,000.00	30,000.00	25,000.00	16.7
100-51560-000 CONTINGENCY	.00	.00	34,326.00	34,326.00	.0
100-51570-000 AUDIT EXPENSE	.00	700.00	28,150.00	27,450.00	2.5
100-51610-000 LEGAL SERVICES	.00	.00	35,000.00	35,000.00	.0
100-51720-150 LIONS FIELD HOUSE REPAIR/MAINT	21.54	394.18	2,000.00	1,605.82	19.7
100-51720-160 LIONS FIELD HOUSE SUPPLIES	54.16	54.16	700.00	645.84	7.7
100-51720-170 LIONS FIELD HOUSE GAS	360.26	646.90	1,800.00	1,153.10	35.9
100-51720-171 LIONS FIELD HOUSE ELECTRIC	.00	150.96	1,800.00	1,649.04	8.4
100-51720-173 LIONS FIELD HOUSE W&S	.00	168.22	1,000.00	831.78	16.8
100-51720-175 JANITORIAL SERVICES	435.74	871.48	5,800.00	4,928.52	15.0
100-51730-150 VH BLDG REPAIRS/MAINT	.00	324.00	5,000.00	4,676.00	6.5
100-51730-160 VH BLDG SUPPLIES	19.36	111.83	2,000.00	1,888.17	5.6
100-51730-170 VH BLDG GAS	437.48	767.36	2,500.00	1,732.64	30.7
100-51730-171 VH BLDG ELECTRIC	.00	962.82	8,000.00	7,037.18	12.0
100-51730-173 VH BLDG WATER & SEWER	.00	424.17	2,000.00	1,575.83	21.2
100-51730-175 JANITORIAL SERVICES	675.00	1,350.00	8,000.00	6,650.00	16.9
100-51965-000 WMS BAY BUSINESS ASSOC	8,828.14	8,828.14	52,500.00	43,671.86	16.8
100-51970-000 SHORT TERM RENTAL ADMIN	.00	.00	6,600.00	6,600.00	.0
TOTAL GENERAL GOVERNMENT	55,387.92	164,061.26	767,827.00	603,765.74	21.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
100-52120-110 POLICE WAGES	55,529.09	111,437.46	726,500.00	615,062.54	15.3
100-52120-111 POLICE PT SHIFT PREMIUM	.00	.00	500.00	500.00	.0
100-52120-112 POLICE OT WAGES	2,445.85	7,972.85	60,000.00	52,027.15	13.3
100-52120-121 POLICE FICA	4,309.34	8,883.62	61,000.00	52,116.38	14.6
100-52120-122 POLICE RETIREMENT	8,251.79	17,125.04	116,000.00	98,874.96	14.8
100-52120-123 POLICE HEALTH INSURANCE	15,174.10	32,341.28	164,000.00	131,658.72	19.7
100-52120-124 POLICE LIFE INSURANCE	126.17	202.44	1,000.00	797.56	20.2
100-52120-125 POLICE UNIFORMS	128.03	448.52	10,000.00	9,551.48	4.5
100-52120-127 POLICE HSA FUNDING	3,124.95	3,124.95	35,000.00	31,875.05	8.9
100-52120-130 POLICE IT EXPENSE	79.99	27,690.85	58,766.00	31,075.15	47.1
100-52120-150 POLICE REPAIRS/MAINT	250.00	5,260.61	11,665.00	6,404.39	45.1
100-52120-160 POLICE SUPPLIES	.00	29.13	5,300.00	5,270.87	.6
100-52120-161 POLICE POSTAGE/CONFINEMENT	.00	.00	650.00	650.00	.0
100-52120-180 POLICE FUEL	1,476.06	3,404.54	21,000.00	17,595.46	16.2
100-52120-190 POLICE TRAINING	68.00	3,170.00	23,451.00	20,281.00	13.5
100-52120-200 POLICE TELEPHONE	386.15	771.81	6,500.00	5,728.19	11.9
100-52120-210 POLICE COMMUNITY PROGRAMS	.00	.00	3,000.00	3,000.00	.0
100-52120-220 POLICE LICENSE SUPSESION FEE	3.00	3.00	.00	(3.00)	.0
100-52130-110 WATER SAFETY PATROL	.00	.00	33,000.00	33,000.00	.0
100-52130-120 GENEVA LAKE ENVIRONMENTAL AGCY	.00	.00	45,000.00	45,000.00	.0
100-52130-130 GENEVA LAKE LAW ENFORCEMENT	.00	75,000.00	75,000.00	.00	100.0
100-52130-150 EMERGENCY MANAGEMENT	.00	.00	1,200.00	1,200.00	.0
100-52320-106 FIRE DEPT OFFICER PAY	2,083.36	4,106.03	25,700.00	21,593.97	16.0
100-52320-107 FIRE DEPT MEETING PAY	307.20	540.20	3,700.00	3,159.80	14.6
100-52320-108 FIRE DEPT DRILL PAY	471.38	1,069.78	10,260.00	9,190.22	10.4
100-52320-109 FIRE DEPT CALLS PAY	471.38	1,280.98	16,000.00	14,719.02	8.0
100-52320-120 FIRE DEPT TRAINING PAY	.00	.00	1,250.00	1,250.00	.0
100-52320-121 FIRE DEPT FICA	244.03	519.75	4,350.00	3,830.25	12.0
100-52320-122 FIRE DEPT RETIREMENT	64.14	125.70	850.00	724.30	14.8
100-52320-130 FIRE DEPT IT	.00	15.75	1,200.00	1,184.25	1.3
100-52320-150 FIRE DEPT REPAIRS/MAINT	47.62	95.24	16,000.00	15,904.76	.6
100-52320-160 FIRE DEPT SUPPLIES	.00	5,930.52	6,500.00	569.48	91.2
100-52320-170 FIRE DEPT GAS	.00	.00	5,300.00	5,300.00	.0
100-52320-171 FIRE DEPT ELECTRIC	.00	186.88	2,000.00	1,813.12	9.3
100-52320-173 FIRE DEPT WATER & SEWER	.00	160.75	800.00	639.25	20.1
100-52320-180 FIRE DEPT FUEL	.00	44.63	1,000.00	955.37	4.5
100-52320-190 FIRE DEPT TRAINING/CONFERENCES	.00	.00	1,000.00	1,000.00	.0
100-52320-200 FIRE DEPT TELEPHONE	348.50	659.85	3,500.00	2,840.15	18.9
100-52340-106 DIVE TEAM OFFICER PAY	.00	.00	960.00	960.00	.0
100-52340-107 DIVE TEAM MEETING PAY	.00	.00	640.00	640.00	.0
100-52340-121 DIVE TEAM FICA	.00	.00	130.00	130.00	.0
100-52340-145 DIVE TEAM TANK MAINTENANCE	.00	.00	4,260.00	4,260.00	.0
100-52340-150 DIVE TEAM REPAIRS/MAINT	.00	.00	300.00	300.00	.0
100-52340-190 DIVE TEAM TRAINING	.00	.00	800.00	800.00	.0
100-52360-106 RESCUE DEPT OFFICER PAY	373.12	735.37	5,400.00	4,664.63	13.6
100-52360-107 RESCUE DEPT MEETING PAY	57.48	122.58	700.00	577.42	17.5
100-52360-108 RESCUE DEPT TRAINING PAY	178.78	352.38	1,000.00	647.62	35.2
100-52360-109 RESCUE DEPT CALLS PAY	973.44	1,708.44	4,000.00	2,291.56	42.7
100-52360-110 RESCUE DEPT UNEMPLOYMENT	.00	1.00	.00	(1.00)	.0
100-52360-121 RESCUE DEPT FICA	49.43	95.50	900.00	804.50	10.6
100-52360-122 RESCUE DEPT RETIREMENT	.00	.00	100.00	100.00	.0
100-52360-130 RESCUE DEPT IT EXPENSE	.00	12.00	300.00	288.00	4.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-52360-160 RESCUE DEPT SUPPLIES	.00	35.52	200.00	164.48	17.8
100-52360-180 RESCUE DEPT FUEL	.00	.00	300.00	300.00	.0
100-52360-190 RESCUE DEPT TRAINING	.00	.00	500.00	500.00	.0
100-52360-200 RESCUE DEPT TELEPHONE	97.05	194.09	600.00	405.91	32.4
TOTAL PUBLIC SAFETY	97,119.43	314,859.04	1,579,032.00	1,264,172.96	19.9

PUBLIC SAFETY

100-53100-160 BLDG INSP SUPPLIES	.00	.00	500.00	500.00	.0
100-53100-210 ZONING INSPECTION CONTRACT	.00	480.00	25,000.00	24,520.00	1.9
100-53100-211 BLDG INSPECTION CONTRACT	.00	8,561.88	93,600.00	85,038.12	9.2
100-53100-215 CODE ENFORCEMENT CONTRACT	.00	3,338.40	33,000.00	29,661.60	10.1
100-53100-220 STR ENFORCEMENT CONTRACT	.00	.00	7,000.00	7,000.00	.0
TOTAL PUBLIC SAFETY	.00	12,380.28	159,100.00	146,719.72	7.8

PUBLIC WORKS

100-54100-110 DPW ADMIN WAGES	3,645.36	7,176.41	47,500.00	40,323.59	15.1
100-54100-121 DPW ADMIN FICA	243.48	478.23	3,600.00	3,121.77	13.3
100-54100-122 DPW ADMIN RETIREMENT	251.41	494.88	3,300.00	2,805.12	15.0
100-54100-123 DPW ADMIN HEALTH INSURANCE	1,046.39	2,092.78	12,600.00	10,507.22	16.6
100-54100-124 DPW ADMIN LIFE INSURANCE	.00	.00	100.00	100.00	.0
100-54100-127 DPW HSA FUNDING	208.33	208.33	2,500.00	2,291.67	8.3
100-54100-300 ENGINEERING	.00	.00	6,000.00	6,000.00	.0
100-54310-110 STREETS WAGES	6,965.20	13,905.10	89,500.00	75,594.90	15.5
100-54310-112 STREETS OT WAGES	440.94	540.03	1,700.00	1,159.97	31.8
100-54310-113 STREETS DBL OT WAGES	.00	.00	3,700.00	3,700.00	.0
100-54310-121 STREETS FICA	546.22	1,065.28	7,000.00	5,934.72	15.2
100-54310-122 STREETS RETIREMENT	519.73	1,013.37	6,400.00	5,386.63	15.8
100-54310-123 STREETS HEALTH INSURANCE	1,596.12	3,192.24	19,400.00	16,207.76	16.5
100-54310-124 STREETS LIFE INSURANCE	17.47	34.93	250.00	215.07	14.0
100-54310-125 STREETS UNIFORMS	.00	.00	2,500.00	2,500.00	.0
100-54310-127 STREETS HSA FUNDING	293.28	293.28	4,200.00	3,906.72	7.0
100-54310-150 STREETS EQUIP REPAIRS/MAINT	5,405.89	7,736.98	25,000.00	17,263.02	31.0
100-54310-160 STREETS SUPPLIES	.00	881.00	6,500.00	5,619.00	13.6
100-54310-170 STREETS GAS	759.25	1,262.27	4,000.00	2,737.73	31.6
100-54310-171 STREETS ELECTRIC	.00	578.15	6,000.00	5,421.85	9.6
100-54310-173 STREETS WATER & SEWER	.00	183.16	900.00	716.84	20.4
100-54310-175 STREETS ROAD MAINTENANCE	1,966.98	1,966.98	25,000.00	23,033.02	7.9
100-54310-180 STREETS FUEL	.00	51.97	9,500.00	9,448.03	.6
100-54310-190 STREETS TRAINING	.00	.00	1,500.00	1,500.00	.0
100-54310-200 STREETS TELEPHONE	45.14	90.28	500.00	409.72	18.1
100-54310-280 SNOW/ICE CONTROL MATERIALS	3,733.33	3,868.47	17,500.00	13,631.53	22.1
100-54310-281 TRAFFIC SIGNS/MARKINGS	.00	146.50	2,000.00	1,853.50	7.3
100-54310-282 HIGHWAY STRIPING/MARKING	.00	.00	1,000.00	1,000.00	.0
100-54420-000 STREET LIGHTING	3,295.54	6,354.45	37,000.00	30,645.55	17.2
100-54710-000 REFUSE COLLECTIONS	13,091.82	26,091.38	167,600.00	141,508.62	15.6
TOTAL PUBLIC WORKS	44,071.88	79,706.45	514,250.00	434,543.55	15.5

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEISURE ACTIVITIES</u>					
100-55210-110 REC DEPT WAGES	7,829.94	15,127.48	122,000.00	106,872.52	12.4
100-55210-121 REC DEPT FICA	574.77	1,108.81	9,300.00	8,191.19	11.9
100-55210-122 REC DEPT RETIREMENT	407.48	812.71	5,300.00	4,487.29	15.3
100-55210-123 REC DEPT HEALTH INSURANCE	840.04	1,680.08	10,000.00	8,319.92	16.8
100-55210-124 REC DEPT LIFE INSURANCE	6.05	12.10	80.00	67.90	15.1
100-55210-127 REC DEPT HSA FUNDING	208.33	208.33	2,500.00	2,291.67	8.3
100-55210-130 REC DEPT TECHNOLOGY/IT	397.28	642.62	2,200.00	1,557.38	29.2
100-55210-143 FACILITY MAINTENANC/EQUIPMENT	.00	939.85	6,000.00	5,060.15	15.7
100-55210-160 REC DEPT SUPPLIES/MATERIALS	87.98	447.38	2,500.00	2,052.62	17.9
100-55210-161 REC DEPT MARKETING/PROMOTION	.00	.00	4,000.00	4,000.00	.0
100-55210-190 REC DEPT TRAINING	.00	.00	1,750.00	1,750.00	.0
100-55210-220 REC DEPT SOFTWARE/SUBSCRIPTION	273.78	333.22	1,500.00	1,166.78	22.2
100-55210-270 REC DEPT ATHLETIC PROGRAM EXP	.00	1,975.00	20,000.00	18,025.00	9.9
100-55210-275 REC DEPT PROGRAM EXPENSES	1,811.84	1,877.83	16,000.00	14,122.17	11.7
100-55210-278 EVENT EXPENSES	.00	.00	2,000.00	2,000.00	.0
100-55210-279 REC DEPT DONATION/SPONSORSHIP	.00	999.99	.00	(999.99)	.0
100-55210-280 KAYAK/PADDLEBOARD EXPENSE	.00	.00	2,000.00	2,000.00	.0
100-55210-281 RECREATION MISC EXPENSE	.00	.00	1,000.00	1,000.00	.0
100-55410-110 PARKS WAGES	2,642.40	5,272.07	64,000.00	58,727.93	8.2
100-55410-112 PARKS OT WAGES	235.34	334.43	550.00	215.57	60.8
100-55410-115 PARKS CONTRACT LABOR	.00	.00	10,000.00	10,000.00	.0
100-55410-121 PARKS FICA	212.92	414.43	4,900.00	4,485.57	8.5
100-55410-122 PARKS RETIREMENT	200.00	389.64	2,500.00	2,110.36	15.6
100-55410-123 PARKS HEALTH INSURANCE	1,039.75	2,079.50	12,500.00	10,420.50	16.6
100-55410-124 PARKS LIFE INSURANCE	13.24	26.48	170.00	143.52	15.6
100-55410-125 PARKS UNIFORMS	.00	.00	2,000.00	2,000.00	.0
100-55410-127 PARKS HSA FUNDING	262.26	262.26	2,500.00	2,237.74	10.5
100-55410-148 TENNIS COURT MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
100-55410-150 PARKS REPAIRS/MAINT	533.48	591.99	19,000.00	18,408.01	3.1
100-55410-160 PARKS SUPPLIES	321.60	398.56	1,500.00	1,101.44	26.6
100-55410-170 PARKS GAS	424.29	578.35	4,500.00	3,921.65	12.9
100-55410-171 PARKS ELECTRIC	.00	1,414.38	8,000.00	6,585.62	17.7
100-55410-173 PARKS WATER & SEWER	.00	710.23	3,740.00	3,029.77	19.0
100-55410-180 PARKS FUEL	.00	134.77	7,500.00	7,365.23	1.8
100-55411-110 LAKEFRONT WAGES	.00	.00	86,000.00	86,000.00	.0
100-55411-121 LAKEFRONT FICA	.00	.00	6,800.00	6,800.00	.0
100-55411-125 LAKEFRONT UNIFORMS	.00	.00	500.00	500.00	.0
100-55411-130 LAKEFRONT IT	.00	11.25	600.00	588.75	1.9
100-55411-150 LAKEFRONT REPAIRS/MAINT	612.39	612.39	8,000.00	7,387.61	7.7
100-55411-153 LAKEFRONT PIER REPAIRS	.00	.00	70,000.00	70,000.00	.0
100-55411-154 LAKEFRONT PIER INSTALLATION	.00	.00	125,000.00	125,000.00	.0
100-55411-160 LAKEFRONT SUPPLIES	2,002.92	5,353.50	11,000.00	5,646.50	48.7
100-55411-200 LAKEFRONT TELEPHONE	102.12	204.21	1,000.00	795.79	20.4
100-55412-000 GENEVA LK LEVEL CORP	.00	.00	4,400.00	4,400.00	.0
100-55415-000 ENHANCEMENT COMMITTEE	.00	.00	800.00	800.00	.0
TOTAL LEISURE ACTIVITIES	21,040.20	44,953.84	667,590.00	622,636.16	6.7

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONSERVATION & DEVELOPMENT</u>					
100-56120-000	HOLIDAY DECORATION SUPPLIES	.00	568.00	1,500.00	932.00	37.9
100-56130-000	TREE ENHANCEMENT	.00	56.94	8,500.00	8,443.06	.7
100-56420-190	HORVATH PROPERTY EXPENSE	.00	.00	1,000.00	1,000.00	.0
	TOTAL CONSERVATION & DEVELOPMENT	.00	624.94	11,000.00	10,375.06	5.7
	<u>COST CATEGORY 57</u>					
100-57921-150	LATE FEES, PENALTIES, INTEREST	.50	.50	.00	(.50)	.0
	TOTAL COST CATEGORY 57	.50	.50	.00	(.50)	.0
	TOTAL FUND EXPENDITURES	217,619.93	616,586.31	3,698,799.00	3,082,212.69	16.7
	NET REVENUE OVER EXPENDITURES	(52,945.15)	(341,098.27)	11,625.00	352,723.27	(2934.

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

POLCE DEPT DONATIONS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
110-42004	POLICE DONATIONS	20.00	20.00	.00	(20.00)	.0
	TOTAL INTERGOVERNMENTAL	20.00	20.00	.00	(20.00)	.0
	TOTAL FUND REVENUE	20.00	20.00	.00	(20.00)	.0
	NET REVENUE OVER EXPENDITURES	20.00	20.00	.00	(20.00)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

		EMS IGA FUNDS				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>						
120-42004	EMS IGA FUNDS	.00	.00	928,077.00	928,077.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	928,077.00	928,077.00	.0
<u>MISCELLANEOUS</u>						
120-49200	OPERATING TRANSFER IN	.00	.00	121,923.00	121,923.00	.0
	TOTAL MISCELLANEOUS	.00	.00	121,923.00	121,923.00	.0
	TOTAL FUND REVENUE	.00	.00	1,050,000.00	1,050,000.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

EMS IGA FUNDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMS IGA EXPENDITURES</u>					
120-52320-165 EMS IGA EXPENDITURES	.00	.00	1,050,000.00	1,050,000.00	.0
TOTAL EMS IGA EXPENDITURES	.00	.00	1,050,000.00	1,050,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	1,050,000.00	1,050,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

AD HOC TREE REPLACEMENT PROG

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
125-42004	TREE ENHANCEMENT REVENUE	.00	120.77	.00	(120.77)	.0
	TOTAL INTERGOVERNMENTAL	.00	120.77	.00	(120.77)	.0
	TOTAL FUND REVENUE	.00	120.77	.00	(120.77)	.0
	NET REVENUE OVER EXPENDITURES	.00	120.77	.00	(120.77)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC CHARGES FOR SERVICE</u>					
200-44460	WATER RESIDENTIAL SALES	198.60	269.94	508,000.00	507,730.06	.1
200-44461	WATER COMMERCIAL SALES	.00	.00	100,000.00	100,000.00	.0
200-44463	WATER PUBLIC FIRE PROTECTION	93.05	112.98	265,000.00	264,887.02	.0
200-44464	WATER PUBLIC AUTH SALES	.00	.00	19,000.00	19,000.00	.0
200-44465	PRIVATE FIRE REVENUE-WTR	.00	.00	3,700.00	3,700.00	.0
200-44466	MULTIFAMILY RESIDENTIAL	.00	.00	20,000.00	20,000.00	.0
200-44470	WATER FORFEITED DISCOUNTS	.00	887.77	4,000.00	3,112.23	22.2
200-44474	WATER OTHER REVENUE	4.00	4.00	2,000.00	1,996.00	.2
200-44475	IMPACT FEES	.00	.00	40,000.00	40,000.00	.0
	TOTAL PUBLIC CHARGES FOR SERVICE	295.65	1,274.69	961,700.00	960,425.31	.1
	<u>COMMERCIAL</u>					
200-48004	INTEREST ON INVESTMENTS	18,407.11	38,949.83	185,500.00	146,550.17	21.0
200-48005	PROPERTY RENTAL/TOWER LEASE	.00	32,617.80	45,000.00	12,382.20	72.5
200-48420	IMPACT FEE INTEREST INCOME	597.30	1,257.14	3,000.00	1,742.86	41.9
	TOTAL COMMERCIAL	19,004.41	72,824.77	233,500.00	160,675.23	31.2
	TOTAL FUND REVENUE	19,300.06	74,099.46	1,195,200.00	1,121,100.54	6.2

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER UTILITY</u>					
200-57346-000 NEW WATER METERS	.00	6,509.60	25,000.00	18,490.40	26.0
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
200-57599-000 WATER INSURANCE EXPENSE	.00	30,453.00	33,000.00	2,547.00	92.3
200-57601-150 WELL #1 - REPAIRS	.00	.00	800.00	800.00	.0
200-57602-150 WELL #2 - REPAIRS	.00	79,729.75	800.00	(78,929.75)	9966.2
200-57622-170 WATER POWER - NATURAL GAS	782.15	1,166.16	7,000.00	5,833.84	16.7
200-57622-171 WATER POWER - ELECTRIC	.00	6,593.92	65,000.00	58,406.08	10.1
200-57623-160 WATER PUMPING SUPPLIES	.00	.00	200.00	200.00	.0
200-57623-170 WATER TESTING	.00	160.00	3,000.00	2,840.00	5.3
200-57630-110 WATER TREATMENT - WAGES	4,322.81	8,633.01	55,000.00	46,366.99	15.7
200-57630-112 WATER TREATMENT - OT WAGES	205.60	205.60	1,500.00	1,294.40	13.7
200-57630-113 WATER TREATMENT - DBL OT WAGES	.00	.00	1,500.00	1,500.00	.0
200-57630-121 WATER TREATMENT - FICA	333.28	650.79	4,400.00	3,749.21	14.8
200-57630-122 WATER TREATMENT - RETIREMENT	319.72	623.70	4,000.00	3,376.30	15.6
200-57630-123 WATER TREATMENT - HEALTH INS	556.36	1,112.72	6,800.00	5,687.28	16.4
200-57630-124 WATER TREATMENT - LIFE INS	4.21	8.42	100.00	91.58	8.4
200-57630-127 WATER TREATMENT HSA FUNDING	138.88	138.88	1,700.00	1,561.12	8.2
200-57631-160 WATER TREATMENT CHEMICALS	5,658.40	13,877.46	140,000.00	126,122.54	9.9
200-57632-160 WATER TREATMENT SUPPLIES	.00	150.50	2,200.00	2,049.50	6.8
200-57635-150 WATER TREATMENT REPAIRS/ MAINT	.00	344.50	5,000.00	4,655.50	6.9
200-57640-110 WATER DISTRIBUTION - WAGES	4,323.99	8,635.43	55,000.00	46,364.57	15.7
200-57640-112 WATER DISTRIBUTION - OT WAGES	205.65	205.65	1,500.00	1,294.35	13.7
200-57640-113 WATER DISTRIBUTION-DBL OT WAGE	.00	.00	1,500.00	1,500.00	.0
200-57640-121 WATER DISTRIBUTION - FICA	333.35	650.91	4,225.00	3,574.09	15.4
200-57640-122 WATER DISTRIBUTION -RETIREMENT	319.85	623.95	4,000.00	3,376.05	15.6
200-57640-123 WATER DISTRIBUTION - HLTH INS	556.34	1,112.68	6,800.00	5,687.32	16.4
200-57640-124 WATER DISTRIBUTION - LIFE INS	4.21	8.42	100.00	91.58	8.4
200-57640-127 WATER DISTRIBUTION HSA FUNDING	138.90	138.90	1,800.00	1,661.10	7.7
200-57641-160 WATER DISTRIBUTION SUPPLIES	.00	537.65	6,000.00	5,462.35	9.0
200-57650-150 WATER TOWERS REPAIRS/MAINT	.00	.00	8,000.00	8,000.00	.0
200-57651-150 WATER MAINS REPAIRS/MAINT	25,570.72	26,091.63	25,000.00	(1,091.63)	104.4
200-57652-150 WATER SERVICES REPAIRS/ MAINT	.00	.00	10,000.00	10,000.00	.0
200-57653-151 WATER METER TESTING	.00	.00	4,000.00	4,000.00	.0
200-57654-150 HYDRANT REPAIRS/MAINT	.00	.00	12,000.00	12,000.00	.0
200-57656-150 CROSS CONNECTION INSPECTION	.00	1,810.00	22,000.00	20,190.00	8.2
200-57902-110 WATER ACCOUNTING - WAGES	4,347.73	8,707.59	57,000.00	48,292.41	15.3
200-57902-112 WATER ACCOUNTING - OT WAGES	72.03	72.03	.00	(72.03)	.0
200-57902-121 WATER ACCOUNTING - FICA	323.97	643.37	4,400.00	3,756.63	14.6
200-57902-122 WATER ACCOUNTING- RETIREMENT	307.18	610.20	4,100.00	3,489.80	14.9
200-57902-123 WATER ACCOUNTING - HEALTH INS	1,270.41	2,540.82	15,500.00	12,959.18	16.4
200-57902-124 WATER ACCOUNTING - LIFE INS	11.32	22.64	150.00	127.36	15.1
200-57902-127 WATER ACCT HSA FUNDING	260.42	260.42	3,200.00	2,939.58	8.1
200-57903-125 WATER METER READING - UNIFORMS	.00	462.46	5,500.00	5,037.54	8.4
200-57920-110 WATER ADMIN - WAGES	3,175.50	6,290.06	41,000.00	34,709.94	15.3
200-57920-121 WATER ADMIN - FICA	216.29	427.90	3,200.00	2,772.10	13.4
200-57920-122 WATER ADMIN - RETIREMENT	219.73	435.22	2,900.00	2,464.78	15.0
200-57920-123 WATER ADMIN - HEALTH INS	831.81	1,663.62	10,100.00	8,436.38	16.5
200-57920-124 WATER ADMIN - LIFE INS	12.33	24.66	.00	(24.66)	.0
200-57920-127 WATER ADMIN HSA FUNDING	166.66	166.66	2,000.00	1,833.34	8.3
200-57921-130 WATER IT EXPENSE	.00	18.74	1,200.00	1,181.26	1.6
200-57921-142 BANK-CR CARD-PMT PROCESS'G FEE	1,096.95	1,293.92	.00	(1,293.92)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
200-57921-160 WATER OFFICE SUPPLIES	.00	136.34	10,000.00	9,863.66	1.4
200-57921-200 WATER TELEPHONE	344.50	689.39	850.00	160.61	81.1
200-57923-000 WATER ATTORNEY EXPENSE	.00	.00	1,200.00	1,200.00	.0
200-57924-000 WATER ENGINEERING EXPENSE	.00	.00	10,000.00	10,000.00	.0
200-57925-000 WATER AUDIT EXPENSE	.00	700.00	12,000.00	11,300.00	5.8
200-57925-100 WATER RATE STUDY EXPENSE	.00	4,502.05	.00	(4,502.05)	.0
200-57928-000 WATER REGULATORY EXPENSE	.00	.00	950.00	950.00	.0
200-57930-130 WATER DRUG TESTING EXPENSE	.00	125.00	1,000.00	875.00	12.5
200-57930-140 WATER DIGGERS HOTLINE EXPENSE	.00	1,523.20	3,000.00	1,476.80	50.8
200-57930-190 WATER TRAINING EXPENSE	.00	585.00	3,500.00	2,915.00	16.7
200-57933-150 WATER TRANSP REPAIRS/MAINT	232.50	232.50	1,500.00	1,267.50	15.5
200-57933-180 WATER FUEL EXPENSE	174.03	348.95	1,500.00	1,151.05	23.3
200-57934-000 WATER DEBT SERVICE PRINCIPAL	196,671.00	196,671.00	667,513.00	470,842.00	29.5
200-57934-150 WATER DEBT SERVICE - INTEREST	110,785.00	110,785.00	299,363.00	188,578.00	37.0
200-57935-150 WATER PLANT REPAIRS/MAINT	4,390.87	4,538.77	15,000.00	10,461.23	30.3
200-57945-000 WATER DEBT SERVICE MISC EXP	.00	483.33	.00	(483.33)	.0
200-57951-000 WATER SHOP TOOLS	.00	.00	500.00	500.00	.0
TOTAL WATER UTILITY	368,684.65	535,134.07	1,827,851.00	1,292,716.93	29.3
WATER UTILITY					
200-58801-000 IT SUPPORT/ANNUAL FEES	.00	6,156.25	.00	(6,156.25)	.0
TOTAL WATER UTILITY	.00	6,156.25	.00	(6,156.25)	.0
TOTAL FUND EXPENDITURES	368,684.65	541,290.32	1,827,851.00	1,286,560.68	29.6
NET REVENUE OVER EXPENDITURES	(349,384.59)	(467,190.86)	(632,651.00)	(165,460.14)	(73.9)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

FIRE DEPARTMENT 2% DUES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
215-42004	2% FIRE DUES	.00	.00	35,000.00	35,000.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	35,000.00	35,000.00	.0
	TOTAL FUND REVENUE	.00	.00	35,000.00	35,000.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

FIRE DEPARTMENT 2% DUES

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>2% DUES EXPENDITURES</u>					
215-52320-106	FIRE INSPECTOR OFFICER WAGES	533.03	1,050.53	6,000.00	4,949.47	17.5
215-52320-121	FIRE INSPECTOR FICA	44.28	84.58	560.00	475.42	15.1
215-52320-165	FIRE DUES 2% EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
		<u>577.31</u>	<u>1,135.11</u>	<u>16,560.00</u>	<u>15,424.89</u>	<u>6.9</u>
	TOTAL 2% DUES EXPENDITURES					
		<u>577.31</u>	<u>1,135.11</u>	<u>16,560.00</u>	<u>15,424.89</u>	<u>6.9</u>
	TOTAL FUND EXPENDITURES					
		<u>577.31</u>	<u>1,135.11</u>	<u>16,560.00</u>	<u>15,424.89</u>	<u>6.9</u>
	NET REVENUE OVER EXPENDITURES	<u>(577.31)</u>	<u>(1,135.11)</u>	<u>18,440.00</u>	<u>19,575.11</u>	<u>(6.2)</u>

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

ACT 102 RESCUE GRANT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ACT 102 GRANT EXPENDITURES</u>						
220-52320-165	ACT 102 EXPENDITURES	.00	.00	8,000.00	8,000.00	.0
	TOTAL ACT 102 GRANT EXPENDITURES	.00	.00	8,000.00	8,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	8,000.00	8,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	(8,000.00)	(8,000.00)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
225-41100	TAX LEVY-RECYCLING	.00	.00	76,000.00	76,000.00	.0
	TOTAL TAXES	.00	.00	76,000.00	76,000.00	.0
	<u>INTERGOVERNMENTAL</u>					
225-42500	STATE RECYCLING GRANTS	.00	.00	8,000.00	8,000.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	8,000.00	8,000.00	.0
	<u>MISCELLANEOUS</u>					
225-49200	OPERATING TRANSFER IN	.00	.00	8,000.00	8,000.00	.0
	TOTAL MISCELLANEOUS	.00	.00	8,000.00	8,000.00	.0
	TOTAL FUND REVENUE	.00	.00	92,000.00	92,000.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>RECYCLING</u>					
225-54635-130	RECYCLING OTHER EXPENSE	.00	18,871.87	2,000.00	(16,871.87)	943.6
225-54635-131	RECYCLING FEES	6,880.58	13,761.16	84,000.00	70,238.84	16.4
225-54635-150	RECYCLING REPAIRS/MAINT	.00	.00	3,000.00	3,000.00	.0
225-54635-160	RECYCLING PROGRAM SUPPLIES	.00	.00	500.00	500.00	.0
225-54635-165	RECYCLING TIPPING FEES	.00	.00	2,500.00	2,500.00	.0
	TOTAL RECYCLING	6,880.58	32,633.03	92,000.00	59,366.97	35.5
	TOTAL FUND EXPENDITURES	6,880.58	32,633.03	92,000.00	59,366.97	35.5
	NET REVENUE OVER EXPENDITURES	(6,880.58)	(32,633.03)	.00	32,633.03	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

KISHWAUKETOE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
230-48996 KISHAUKETOE REIMBURSE	34,112.71	34,112.71	.00	(34,112.71)	.0
TOTAL COMMERCIAL	34,112.71	34,112.71	.00	(34,112.71)	.0
TOTAL FUND REVENUE	34,112.71	34,112.71	.00	(34,112.71)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

KISHWAUKETOE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>KNC OPERATIONS</u>					
230-58100-110 KNC REGULAR WAGES	7,076.99	14,598.27	.00	(14,598.27)	.0
230-58100-121 KNC FICA	539.35	1,112.68	.00	(1,112.68)	.0
230-58100-122 KNC RETIREMENT	306.14	603.38	.00	(603.38)	.0
230-58100-123 KNC HEALTH INSURANCE	816.00	1,632.00	.00	(1,632.00)	.0
230-58100-124 KNC LIFE INSURANCE	5.00	10.00	.00	(10.00)	.0
230-58100-127 KNC HSA FUNDING	208.33	208.33	.00	(208.33)	.0
TOTAL KNC OPERATIONS	8,951.81	18,164.66	.00	(18,164.66)	.0
TOTAL FUND EXPENDITURES	8,951.81	18,164.66	.00	(18,164.66)	.0
NET REVENUE OVER EXPENDITURES	25,160.90	15,948.05	.00	(15,948.05)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

FIRE & DIVE TEAM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
260-47500	INTEREST INCOME	233.60	492.95	.00	(492.95)	.0
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	TOTAL SOURCE 47	233.60	492.95	.00	(492.95)	.0
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	<u>COMMERCIAL</u>					
260-48504	DONATIONS - MISCELLANEOUS	.00	2,150.00	.00	(2,150.00)	.0
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	TOTAL COMMERCIAL	.00	2,150.00	.00	(2,150.00)	.0
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	TOTAL FUND REVENUE	233.60	2,642.95	.00	(2,642.95)	.0
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

FIRE & DIVE TEAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
260-52508-000 MISCELLANEOUS	400.00	2,375.10	.00	(2,375.10)	.0
TOTAL COST CATEGORY 52	400.00	2,375.10	.00	(2,375.10)	.0
TOTAL FUND EXPENDITURES	400.00	2,375.10	.00	(2,375.10)	.0
NET REVENUE OVER EXPENDITURES	(166.40)	267.85	.00	(267.85)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

RESCUE SQUAD FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
270-47500	INTEREST INCOME	24.34	51.44	.00	(51.44)	.0
	TOTAL SOURCE 47	24.34	51.44	.00	(51.44)	.0
	COMMERCIAL					
270-48500	DONATIONS	.00	25.00	.00	(25.00)	.0
	TOTAL COMMERCIAL	.00	25.00	.00	(25.00)	.0
	TOTAL FUND REVENUE	24.34	76.44	.00	(76.44)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

RESCUE SQUAD FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
270-52500-000 RESCUE SQUAD EXPENSES	202.00	431.97	.00	(431.97)	.0
TOTAL COST CATEGORY 52	202.00	431.97	.00	(431.97)	.0
TOTAL FUND EXPENDITURES	202.00	431.97	.00	(431.97)	.0
NET REVENUE OVER EXPENDITURES	(177.66)	(355.53)	.00	355.53	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC CHARGES FOR SERVICE</u>					
300-44460	SEWER RESIDENTIAL SALES	402.21	516.59	1,000,000.00	999,483.41	.1
300-44461	SEWER COMMERCIAL SALES	.00	.00	168,000.00	168,000.00	.0
300-44464	SEWER PUBLIC AUTHORITY SALES	.00	.00	14,000.00	14,000.00	.0
300-44470	SEWER FORFEITED DISCOUNTS	.00	1,191.83	5,200.00	4,008.17	22.9
300-44475	SEWER CONNECTION FEE	.00	.00	80,750.00	80,750.00	.0
	TOTAL PUBLIC CHARGES FOR SERVICE	402.21	1,708.42	1,267,950.00	1,266,241.58	.1
	<u>COMMERCIAL</u>					
300-48004	INTEREST ON INVESTMENTS	8,352.90	18,004.02	38,500.00	20,495.98	46.8
300-48005	PROPERTY RENTAL INCOME	.00	.00	13,395.00	13,395.00	.0
	TOTAL COMMERCIAL	8,352.90	18,004.02	51,895.00	33,890.98	34.7
	TOTAL FUND REVENUE	8,755.11	19,712.44	1,319,845.00	1,300,132.56	1.5

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER UTILITY</u>					
300-58801-000 IT SUPPORT/ANNUAL FEES	.00	2,456.25	4,000.00	1,543.75	61.4
300-58929-000 SEWER SYSTEM MAPPING	.00	.00	250.00	250.00	.0
300-58960-000 SEWER DEBT SERVICE- PRINC	103,155.00	103,155.00	103,156.00	1.00	100.0
300-58961-000 SEWER DEPT SERVICE - INTEREST	56,596.50	56,596.50	114,224.00	57,627.50	49.6
300-58964-110 SEWER ACCOUNTING - WAGES	4,347.73	8,707.58	57,000.00	48,292.42	15.3
300-58964-112 SEWER ACCOUNTING - OT WAGES	72.03	72.03	.00	(72.03)	.0
300-58964-121 SEWER ACCOUNTING - FICA	323.93	643.28	4,400.00	3,756.72	14.6
300-58964-122 SEWER ACCOUNTING - RETIREMENT	307.15	610.14	4,100.00	3,489.86	14.9
300-58964-123 SEWER ACCOUNTING - HEALTH INS	1,270.40	2,540.80	16,000.00	13,459.20	15.9
300-58964-124 SEWER ACCOUNTING - LIFE INS	11.29	22.58	.00	(22.58)	.0
300-58964-127 SEWER ACCT HSA FUNDING	260.41	260.41	3,200.00	2,939.59	8.1
300-58965-000 SEWER DEBT SERVICE MISC EXP	.00	483.33	750.00	266.67	64.4
300-58965-110 SEWER ADMIN - WAGES	3,175.50	6,290.06	41,000.00	34,709.94	15.3
300-58965-121 SEWER ADMIN - FICA	216.28	427.88	3,200.00	2,772.12	13.4
300-58965-122 SEWER ADMIN - RETIREMENT	219.73	435.21	2,900.00	2,464.79	15.0
300-58965-123 SEWER ADMIN - HEALTH INS	831.79	1,663.58	10,100.00	8,436.42	16.5
300-58965-124 SEWER ADMIN - LIFE INS	12.32	24.65	200.00	175.35	12.3
300-58965-127 SEWER ADMIN HSA FUNDING	166.64	166.64	2,000.00	1,833.36	8.3
300-58966-142 BANK-CR CARD-PMT PROCESS'G FEE	1,096.93	1,293.89	.00	(1,293.89)	.0
300-58966-160 SEWER OPERATING SUPPLIES	.00	.00	500.00	500.00	.0
300-58966-170 SEWER UTILITIES - NATURAL GAS	290.39	456.82	3,750.00	3,293.18	12.2
300-58966-171 SEWER UTILITIES - ELECTRIC	.00	1,566.39	14,200.00	12,633.61	11.0
300-58967-000 SEWER FUEL EXPENSE	174.01	348.93	1,780.00	1,431.07	19.6
300-58967-150 SEWER VEHICLE REPAIRS & MAINT	.00	.00	3,000.00	3,000.00	.0
300-58968-150 SEWER COLLECTION SYSTEM MAINT	.00	.00	10,000.00	10,000.00	.0
300-58969-130 SEWER IT EXPENSE	.00	.00	650.00	650.00	.0
300-58969-160 SEWER OFFICE SUPPLIES	.00	136.34	10,000.00	9,863.66	1.4
300-58969-200 SEWER TELEPHONE	344.48	689.36	1,000.00	310.64	68.9
300-58970-000 SEWER ATTORNEY EXPENSE	.00	.00	925.00	925.00	.0
300-58972-000 SEWER AUDIT EXPENSE	.00	700.00	12,000.00	11,300.00	5.8
300-58973-000 SEWER ENGINEERING EXPENSE	.00	.00	2,000.00	2,000.00	.0
300-58974-000 SEWER INSURANCE EXPENSE	.00	30,453.00	33,000.00	2,547.00	92.3
300-58975-190 SEWER TRAINING EXPENSE	.00	.00	250.00	250.00	.0
300-58976-000 SEWER REPLACEMENT FUND	.00	.00	8,000.00	8,000.00	.0
300-58980-300 WALCOMET SEWERAGE EXPENSES	61,106.32	61,106.32	760,000.00	698,893.68	8.0
300-58980-310 WALCOMET SEWER CONNECTION FEE	.00	4,230.00	71,910.00	67,680.00	5.9
300-58996-000 I & I REDUCTION	.00	.00	20,000.00	20,000.00	.0
TOTAL SEWER UTILITY	233,978.83	285,536.97	1,319,445.00	1,033,908.03	21.6
TOTAL FUND EXPENDITURES	233,978.83	285,536.97	1,319,445.00	1,033,908.03	21.6
NET REVENUE OVER EXPENDITURES	(225,223.72)	(265,824.53)	400.00	266,224.53	(66456

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

LIBRARY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
400-41100	TAX LEVY-LIBRARY FUND	.00	.00	250,314.00	250,314.00	.0
	TOTAL TAXES	.00	.00	250,314.00	250,314.00	.0
	<u>COMMERCIAL</u>					
400-48004	INTEREST ON BANK ACCOUNT	491.68	1,034.31	7,602.00	6,567.69	13.6
400-48905	COUNTY REIMBURSEMENT	.00	.00	108,912.00	108,912.00	.0
400-48955	DONOR DESIGNATED FUNDS	150.00	150.00	.00	(150.00)	.0
400-48960	MISC REV FOR BOARD COMMITMENT	409.79	719.79	.00	(719.79)	.0
	TOTAL COMMERCIAL	1,051.47	1,904.10	116,514.00	114,609.90	1.6
	TOTAL FUND REVENUE	1,051.47	1,904.10	366,828.00	364,923.90	.5

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY OPERATIONS</u>					
400-58100-110 LIBRARY WAGES	16,171.47	31,247.44	209,377.00	178,129.56	14.9
400-58100-121 LIBRARY FICA	1,099.27	2,137.10	16,733.00	14,595.90	12.8
400-58100-122 LIBRARY RETIREMENT	856.01	1,684.70	11,515.00	9,830.30	14.6
400-58100-123 LIBRARY HEALTH INSURANCE	3,987.37	7,968.73	41,178.00	33,209.27	19.4
400-58100-127 LIBRARY HSA FUNDING	781.24	781.24	10,000.00	9,218.76	7.8
400-58100-130 LIBRARY EQUIPMENT	.00	.00	1,200.00	1,200.00	.0
400-58100-135 LIBRARY ADMINISTRATION COSTS	.00	344.60	9,400.00	9,055.40	3.7
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	.00	.00	2,000.00	2,000.00	.0
400-58100-155 LIBRARY BLDG SUPPLIES	.00	414.49	1,000.00	585.51	41.5
400-58100-160 LIBRARY SUPPLIES	574.46	625.13	3,500.00	2,874.87	17.9
400-58100-161 LIBRARY POSTAGE	.00	.00	125.00	125.00	.0
400-58100-170 LIBRARY BLDG GAS	594.33	1,036.47	2,700.00	1,663.53	38.4
400-58100-171 LIBRARY BLDG ELECTRIC	.00	681.30	6,800.00	6,118.70	10.0
400-58100-173 LIBRARY BLDG WATER & SEWER	.00	168.22	900.00	731.78	18.7
400-58100-175 JANITORIAL SERVICES	675.00	1,350.00	6,800.00	5,450.00	19.9
400-58100-200 LIBRARY TELEPHONE	480.95	961.75	3,500.00	2,538.25	27.5
400-58200-000 ADULT PRINT	543.55	543.55	10,000.00	9,456.45	5.4
400-58200-100 ADULT DIGITAL	.00	.00	2,000.00	2,000.00	.0
400-58201-000 CHILDREN PRINT	.00	.00	3,500.00	3,500.00	.0
400-58201-100 CHILDREN DIGITAL	.00	.00	2,000.00	2,000.00	.0
400-58210-000 LIBRARY TRAINING & CONFERENCES	.00	97.00	2,000.00	1,903.00	4.9
400-58220-000 LIBRARY MILEAGE EXPENSE	.00	.00	400.00	400.00	.0
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	123.51	210.01	3,000.00	2,789.99	7.0
400-58232-000 LIBRARY CRAFTS	97.18	97.18	500.00	402.82	19.4
400-58240-000 LIBRARY MEDIA	264.89	284.84	3,500.00	3,215.16	8.1
400-58280-000 LIBRARY PERIODICALS	8.97	533.78	2,100.00	1,566.22	25.4
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	169.73	1,060.55	12,600.00	11,539.45	8.4
TOTAL LIBRARY OPERATIONS	26,427.93	52,228.08	368,328.00	316,099.92	14.2
TOTAL FUND EXPENDITURES	26,427.93	52,228.08	368,328.00	316,099.92	14.2
NET REVENUE OVER EXPENDITURES	(25,376.46)	(50,323.98)	(1,500.00)	48,823.98	(3354.

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

LIBRARY DONATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
410-48925 FRIENDS REVENUE	66.70	66.70	4,000.00	3,933.30	1.7
410-48940 LIBRARY CHAPIN REVENUE	.00	.00	4,000.00	4,000.00	.0
410-48955 DONOR DESIGNATED FUNDS	.00	.00	5,000.00	5,000.00	.0
410-48960 MISC REV FOR BOARD COMMITMENT	.00	.00	4,000.00	4,000.00	.0
TOTAL COMMERCIAL	66.70	66.70	17,000.00	16,933.30	.4
TOTAL FUND REVENUE	66.70	66.70	17,000.00	16,933.30	.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

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	.00	.00	100.00	100.00	.0
410-58240-101	MEDIA, DONOR DESIGNATED	.00	.00	200.00	200.00	.0
410-58250-000	LIBRARY CHAPIN EXPENDITURES	516.00	516.00	4,000.00	3,484.00	12.9
410-58255-000	LIB FRIENDS EXPENDITURE	574.58	680.04	4,000.00	3,319.96	17.0
410-58330-000	DONOR DESIGNATED EXPENDITURES	51.68	103.36	2,500.00	2,396.64	4.1
410-58340-000	BOARD COMMITTED EXPENDITURES	231.14	462.28	2,500.00	2,037.72	18.5
	TOTAL LIBRARY OPERATIONS	1,373.40	1,761.68	13,500.00	11,738.32	13.1
	TOTAL FUND EXPENDITURES	1,373.40	1,761.68	13,500.00	11,738.32	13.1
	NET REVENUE OVER EXPENDITURES	(1,306.70)	(1,694.98)	3,500.00	5,194.98	(48.4)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

FIREWORKS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
415-42004	FIREWORKS DONATION	.00	.00	25,000.00	25,000.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	25,000.00	25,000.00	.0
	<u>MISCELLANEOUS</u>					
415-49200	OPERATING TRANSFER IN	.00	.00	4,580.00	4,580.00	.0
	TOTAL MISCELLANEOUS	.00	.00	4,580.00	4,580.00	.0
	TOTAL FUND REVENUE	.00	.00	29,580.00	29,580.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

FIREWORKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIREWORKS EXPENDITURE</u>					
415-52320-165 FIREWORKS EXPENDITURE	.00	.00	25,000.00	25,000.00	.0
TOTAL FIREWORKS EXPENDITURE	.00	.00	25,000.00	25,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	25,000.00	25,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	4,580.00	4,580.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>COST CATEGORY 50</u>					
500-50000-140	CAPITAL IMPROVEMENTS	.00	292.50	.00	(292.50)	.0
	TOTAL COST CATEGORY 50	.00	292.50	.00	(292.50)	.0
	<u>COST CATEGORY 52</u>					
500-52120-140	POLICE DEPT CAPITAL OUTLAY	4,552.00	4,552.00	.00	(4,552.00)	.0
	TOTAL COST CATEGORY 52	4,552.00	4,552.00	.00	(4,552.00)	.0
	<u>COST CATEGORY 54</u>					
500-54310-131	CAPITAL PROJECT - TR TENNIS CT	.00	53,987.36	.00	(53,987.36)	.0
500-54310-140	STREETS/HIGHWAYS	216.42	216.42	.00	(216.42)	.0
	TOTAL COST CATEGORY 54	216.42	54,203.78	.00	(54,203.78)	.0
	TOTAL FUND EXPENDITURES	4,768.42	59,048.28	.00	(59,048.28)	.0
	NET REVENUE OVER EXPENDITURES	(4,768.42)	(59,048.28)	.00	59,048.28	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

CAPITAL EQUIPMENT FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>COST CATEGORY 52</u>					
550-52120-140	POLICE CAPITAL OUTLAY	<u>.00</u>	<u>6,961.00</u>	<u>.00</u>	<u>(6,961.00)</u>	<u>.0</u>
	TOTAL COST CATEGORY 52	<u>.00</u>	<u>6,961.00</u>	<u>.00</u>	<u>(6,961.00)</u>	<u>.0</u>
	TOTAL FUND EXPENDITURES	<u>.00</u>	<u>6,961.00</u>	<u>.00</u>	<u>(6,961.00)</u>	<u>.0</u>
	NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>(6,961.00)</u>	<u>.00</u>	<u>6,961.00</u>	<u>.0</u>

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>					
600-41100 TAX LEVY-DEBT SERVICE	.00	.00	899,956.00	899,956.00	.0
TOTAL TAXES	.00	.00	899,956.00	899,956.00	.0
TOTAL FUND REVENUE	.00	.00	899,956.00	899,956.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2025

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
600-59160-000 PRINCIPAL-DEBT SERVICE LTD	660,174.00	660,657.34	660,174.00	(483.34)	100.1
600-59260-000 INTEREST-DEBT SERVICE LTD	124,900.50	124,900.50	239,582.00	114,681.50	52.1
600-59360-000 DEBT SERVICE MISC EXPENSE	.00	.00	200.00	200.00	.0
TOTAL COST CATEGORY 59	785,074.50	785,557.84	899,956.00	114,398.16	87.3
TOTAL FUND EXPENDITURES	785,074.50	785,557.84	899,956.00	114,398.16	87.3
NET REVENUE OVER EXPENDITURES	(785,074.50)	(785,557.84)	.00	785,557.84	.0

**Consigny Law Firm
2024 Legal Fees**

	A	B	C	D	E	F	G
1	Category	Q1/2025	Q2/2025	Q3/2025	Q4/2025		YTD Total
2	General	\$4,805.50					\$4,805.50
3	Building & Zoning	\$595.00					\$595.00
4	Board of Review						\$0.00
5	Finance & Personnel	\$1,207.50					\$1,207.50
6	Protective Services	\$770.00					\$770.00
7	Streets & Highways						\$0.00
8	Plan Commission						\$0.00
9	Municipal Court	\$4,168.50					\$4,168.50
10	Parks and Lakefront						\$0.00
11	Water & Sewer						\$0.00
12	Harbor Commissions						\$0.00
13	Personnel Atty - Gardiner Koch Weisberg						\$0.00
14	Personnel Atty - VonBriesen						\$0.00
15	Police Dept-VonBriesen						\$0.00
16	TOTAL VILLAGE LEGAL FEES	\$11,546.50	\$0.00	\$0.00	\$0.00		\$11,546.50
17							
18	Budget Amount - General Fund						\$35,000.00
19	Budget Amount - Water Fund						\$1,200.00
20	Budget Amount - Sewer Fund						\$925.00
21	Total Budget						\$37,125.00
22							
23	226 Circle Parkway						\$0.00
24	Reimbursement Agreement-Park Place CSM	\$735.00					\$735.00
25	Reimbursement Agreement- Hanson's Addition Subdivision	\$1,312.50					\$1,312.50
26	Reimbursement Agreement-Willabay Meadows						\$0.00
27	Reimbursement Agreement-Women's Leadership Proj						\$0.00
28	Reimbursement Agreement-The Preserve Development	\$21,416.50					\$21,416.50
29	TOTAL REIMBURSEABLE LEGAL FEES	\$23,464.00	\$0.00	\$0.00	\$0.00		\$23,464.00



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting April 8, 2025

April 1, 2025

APPLICANT: Dancing Dudes, LLC (Owner), Attorney Christina Green (Agent)

TAX KEY: WOP 00088

STREET ADDRESS: 77 N. Walworth Ave, Williams Bay, WI 53191

Applicant requests a recommendation to the Village Board for approval of revised awning signage. The applicant also requests approval for an architectural design alteration to remove the upper floor awnings.

The original approved building elevations are included in the agenda packet. Almost all of the upper floor windows had copper window heads (awnings).

Section 390-0705.C(2)(d) Village Center Overlay Sign Design Standards:

Design of signage.

- [1] Signs shall be constructed of materials consistent with the architecture of the building.
- [2] Internally lit signage is prohibited.
- [3] Awning signs shall be discouraged.
- [4] On buildings with more than one story, wall signage shall not be placed above the ground floor.
- [5] Window signage shall not cover more than 30% of any ground floor window or more than 10% of any upper-story window.
- [6] Freestanding pole signs shall be prohibited. All freestanding signs shall be monument-style signs.
- [7] Roof signs are prohibited.

Respectfully submitted,

Bonnie M. Schaeffer

Zoning Administrator

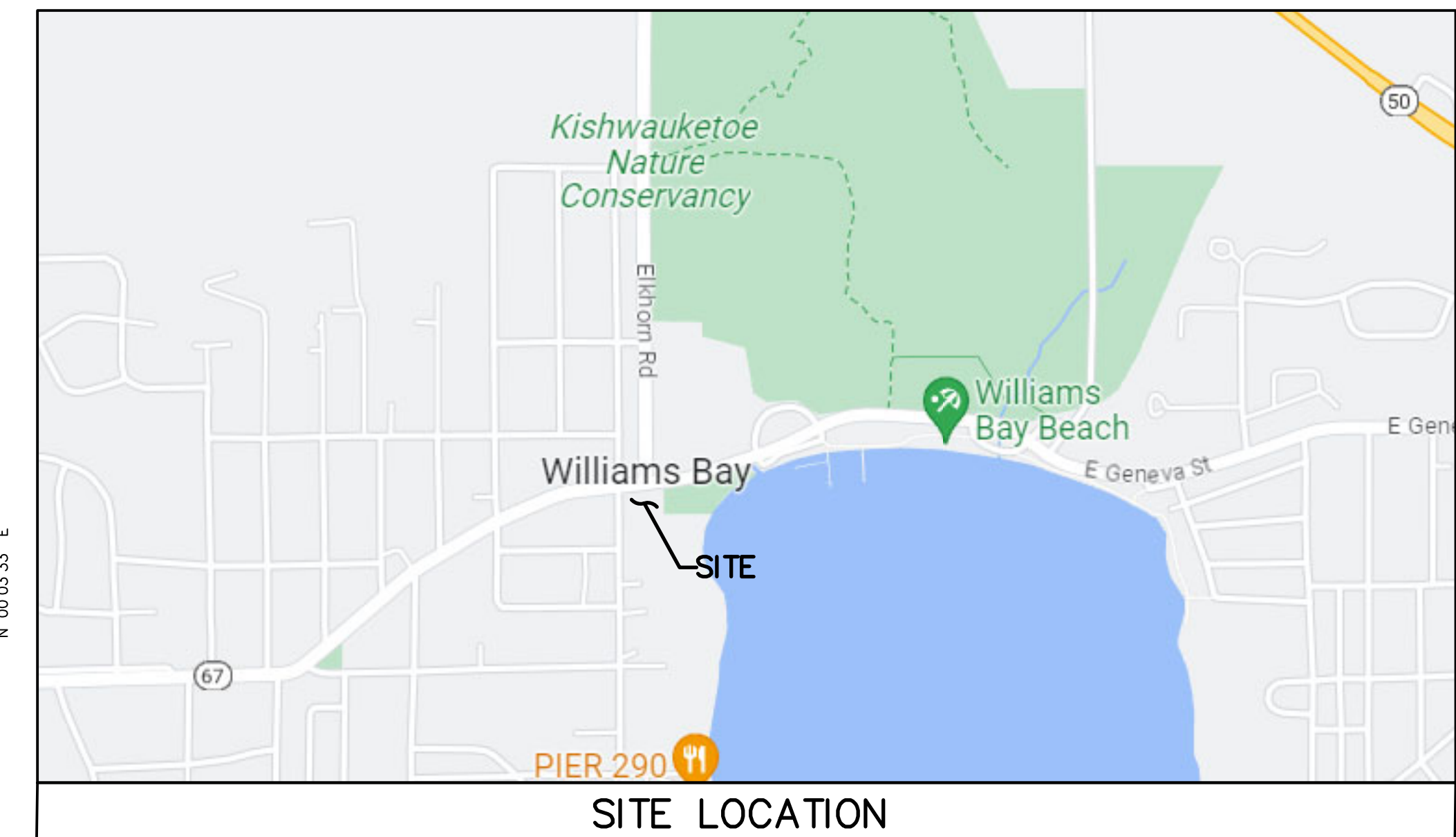








LOCATED IN PART OF THE SE 1/4 OF THE NE 1/4 OF
SECTION 1, TOWN 1 NORTH, RANGE 16 EAST,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN



NOTE: ALL SURPLUS EXCAVATED MATERIAL TO BE
AND HAULED OFFSITE SNOW REMOVAL SHALL REQUIRE
PILING AND LOADING FOR TRUCKING OFFSITE.

NOTE: PROVIDE A PLAN FOR SHEETING ADJACENT TO GENEVA STREET AND WALWORTH AVENUE FOR APPROVAL PRIOR TO BASEMENT EXCAVATION.

NOTE: EROSION CONTROL, SPECIFICATIONS, AND
CONSTRUCTION DETAILS WILL GO ON FINAL PLAN

SHEET INDEX

SHEET 1 — SITE AND GRADING PLAN
SHEET 2 — WEST & NORTH ELEVATIONS
SHEET 3 — EAST & SOUTH ELEVATIONS
SHEET 4 — BASEMENT /FOUNDATION PLAN
SHEET 5 — FIRST FLOOR PLAN
SHEET 6 — SECOND FLOOR PLAN

-WORK ORDERED BY-
DANCING DUDES, JENNIFER VEITH
P.O. BOX 1332
WILLIAMS BAY, WISCONIN 53191

SEQUENCE OF CONSTRUCTION & SITE CONTROL

- 1) CLEAN SITE UP AND REMOVE ALL PAVEMENT EXCEPT FOR PAVEMENT PROVIDING ACCESS TO 69 WALWORTH AVENUE
- 2) PROVIDE FOR SHEETING BEHIND EXISTING WALKS FOR BASEMENT EXCAVATION
- 3) INSTALL/ REPLACE EXISTING STORM SEWER
- 4) REPAIR/ STABILIZE EXISTING 12" RETAINMENT WALL (PAINT OR RESURFACE)
- 5) EXCAVATE FOR BASEMENT HAULING ALL SURPLUS MATERIALS OFF SITE FOR DISPOSAL
- 6) PROVIDE IMPORTED GRAVEL BASE AND GRANULAR BACKFILL COMPACTED IN 8" LIFTS. GEOTECHNICAL FIRM TO BE ON SITE FOR INITIAL TESTING OF FOUNDATION WORK.
- 7) PROVIDE SAFETY CHAIN LINK FENCING FULLY AROUND ALL EXCAVATIONS TO SAFE GUARD THE PUBLIC. SIDE WALKS TO BE CLOSED DURING MUCH OF THE CONSTRUCTION WORK.
- 8) CONTRACTOR IS TO PROVIDED SCHEDULE OF OPERATIONS TO OWNER AND ENGINEER.
- 9) ALL SURFACES STORM INLETS SHALL BE PROTECTED WITH DRAINAGE FABRIC, SET UNDER GRATE. USE OF 12" STRAW WATTLES STAKED DOWN AT ALL POINTS WHERE SURFACE RUNOFF LEAVES THE SITE WILL BE REQUIRED
- 10) COORDINATE AND COOPERATION WITH VILLAGE OFFICIALS AND ALL SITE CONTRACTORS WILL BE REQUIRED. ALL SUB CONTRACTORS ARE TO BE UNDER THE GENERAL CONTRACTORS OVERSIGHT
- 11) FOUNDATION DRAINAGE MAY BE ADJUSTED BASED ON SOIL CONDITIONS ENCOUNTERED WHEN EXCAVATING FOR THE LOWER BASEMENT

SITE AND GRADING PLAN

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

REVISONS
5/13/2023 - TS NOTES, SPELLINGS, AND DATES
3/28/2023 - TS ADVANCE
7/24/2023 - TS ADVANCE REV #3
2/28/2023 - DHC MODDED GREASE TRAP
7/31/2023 - TS ADVANCE
3/16/2023 - TS ADVANCE
3/22/2023 - TS ADVANCE

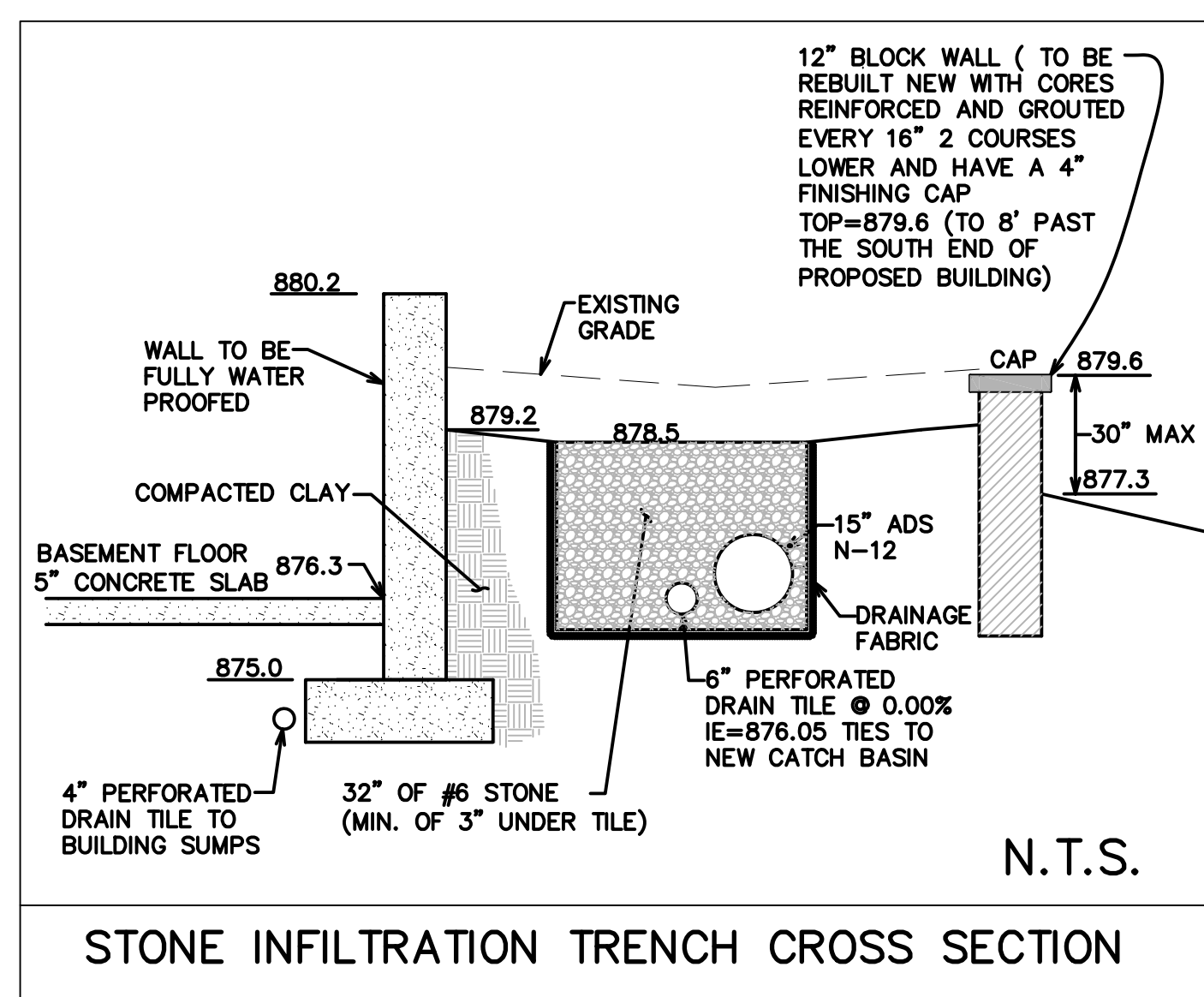
PROJECT NO.	3052.KEG.23
DATE	05/30/2023
SHEET NO.	1 OF 6

SOIL BORINGS

- B-1 13" PAVEMENT AND BASE
45" GRAY SANDY LEAN CLAY
(SOFT)(DRY) 800 PSF BEARING
- B-2 SURFACE=883.1 WATER @ 873.3
13" PAVEMENT AND BASE
53" GRAY LEAN CLAY (1,500 PSF)
60" SANDY SAND (2,000 PSF)
66" SANDY LEAN CLAY (OVER 3,000 PSF)
- B-3 SURFACE=884.1
66" FILL (LOOSE)
60" GREY SILT (2,000 PSF)
54" SANDY LEAN CLAY DRY (OVER 3,000 PSF)
(WATER AT 878.8)
- B-4 SURFACE=883.7
66" FILL (LOOSE)
30" GRAY LEAN CLAY (SOFT)
30" SANDY SILT (LOOSE)
114" SANDY LEAN CLAY (FIRM TO VERY STIFF
2,000 PSF @ 872.0
- B-5 SURFACE=880.5 WATER @ 873.5
3" PAVEMENT
15" GRAVEL BASE
18 FILL
54" GREY LEAN CLAY (STIFF)
24" CLAYEY SAND W/ GRAVEL (2,000 PSF)
GREY SAND/ GRAVEL (871.0)
96" GREY SAND W/SILT (2,000 PSF)
- B-6 SURFACE=881.2 WATER @ 873.0
2" PAVEMENT
11" BASE
24" FILL
30" LEAN CLAY
30" GREY LEAN CLAY
60" GREY SILT SAND, DENSE 2,000 PSF
- B-7 SURFACE=881.5 WATER @ 874.0
3.5" BIT. PAVE
16.5 BASE GRAVEL
15" BROWN SAND
30" GREY CLAY
30" CLAYEY SAND WITH GRAVEL DENSE
30" SILTY SAND WET/ DENSE 3,000 PSF

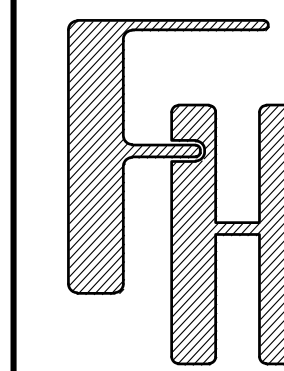
SOIL CONTAMINATION

PHASE 1 - ENVIRONMENTAL WORK HAS BEEN COMPLETED IN RECENT YEARS FOR THE SITE AND THE REPORT MAKES NO RECOMMENDATIONS. FOR CONTINUING INTO PHASE 2 STUDY WHEN EXCAVATIONS ARE BEING DONE OBSERVATIONS FOR ANY POSSIBLE CONTAMINATIONS SHALL BE MADE. IF ANYTHING CONTAMINATES SHALL BE MADE. IF ANY THIN IS FOUND REMEDIAL ACTIONS WILL BE REQUIRED.



N.T.S.

STONE INFILTRATION TRENCH CROSS SECTION



PROPOSED BUILDING
1 EAST GENEVA CENTER
EAST GENEVA STREET & WALWORTH AVENUE
WILLIAMS BAY, WALWORTH CO., WISCONSIN

WEST ELEVATION
NORTH ELEVATION

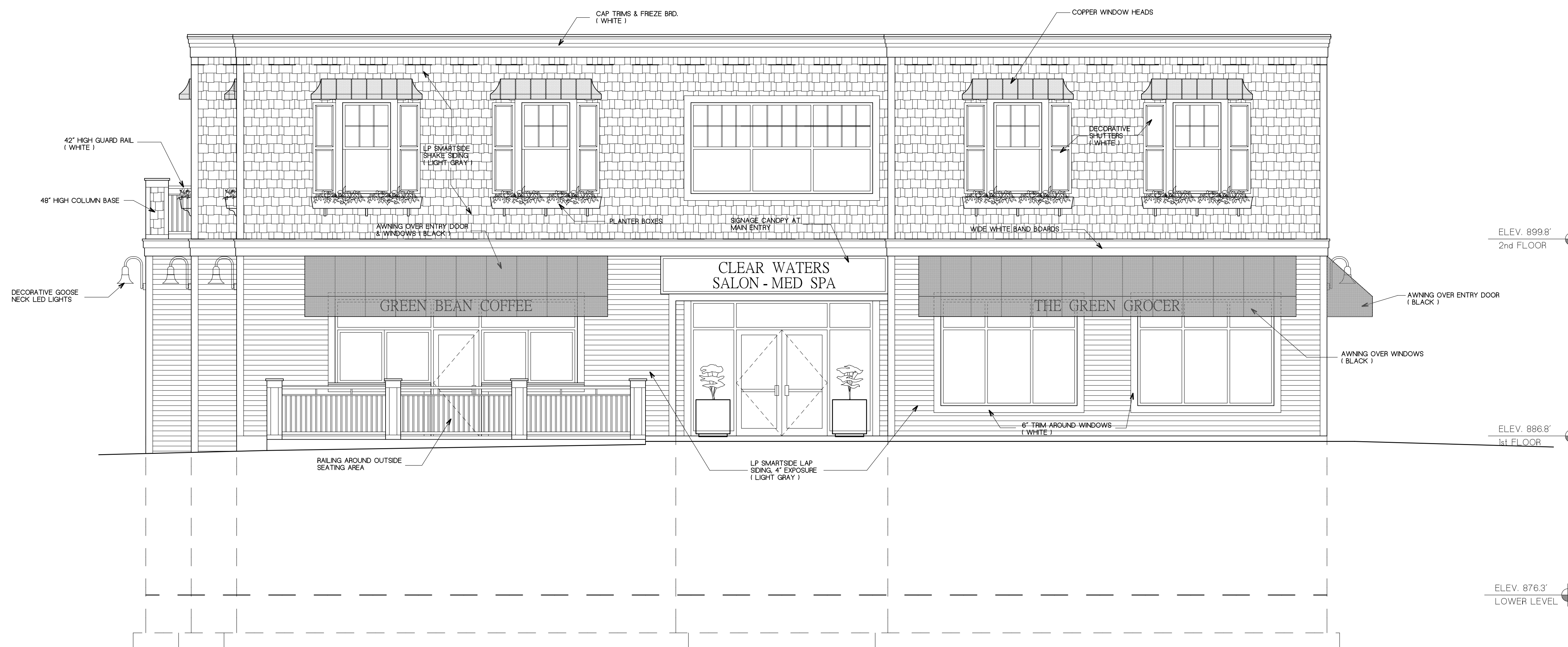
FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgeway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-5966

REVISIONS
REV 44 - MIS REVISIONS
RS 06/01/2023

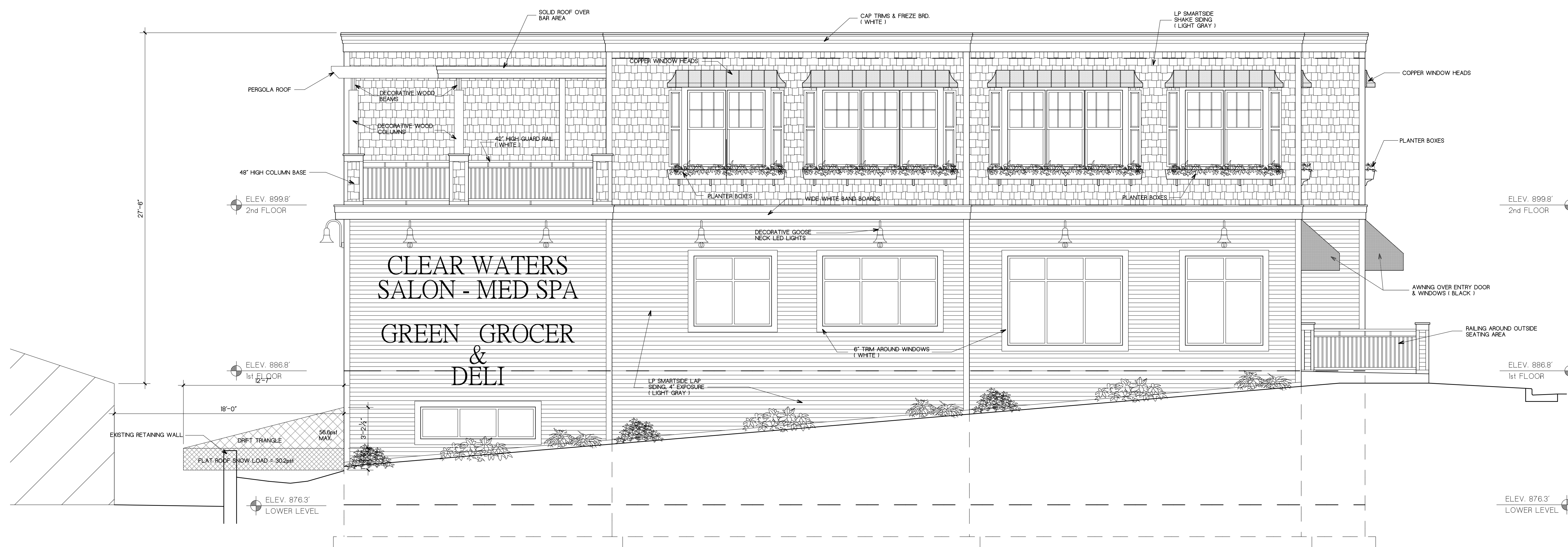
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3052KEG23

DATE:
05/30/2023

SHEET NO:
2 of 6

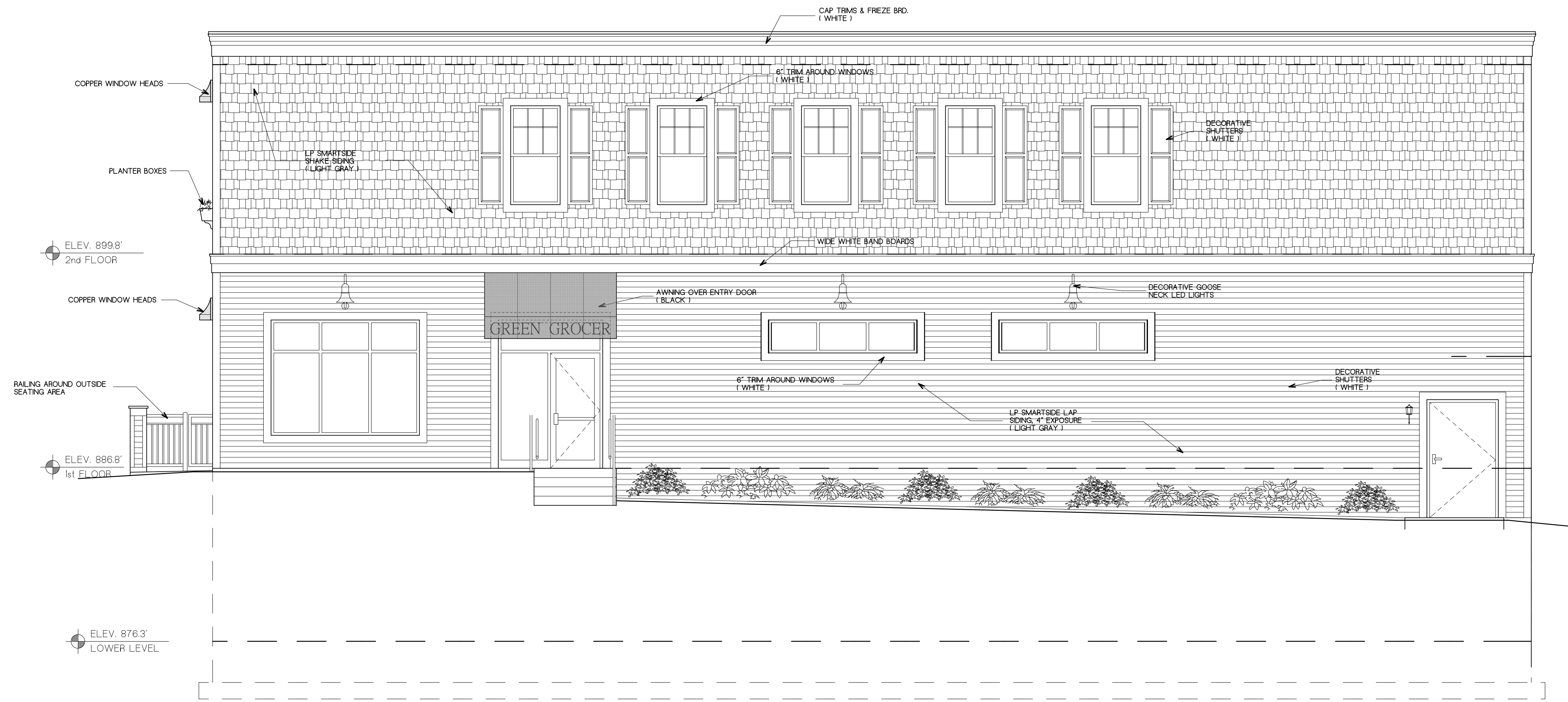


WEST ELEVATION
SCALE: 1/4\"/>

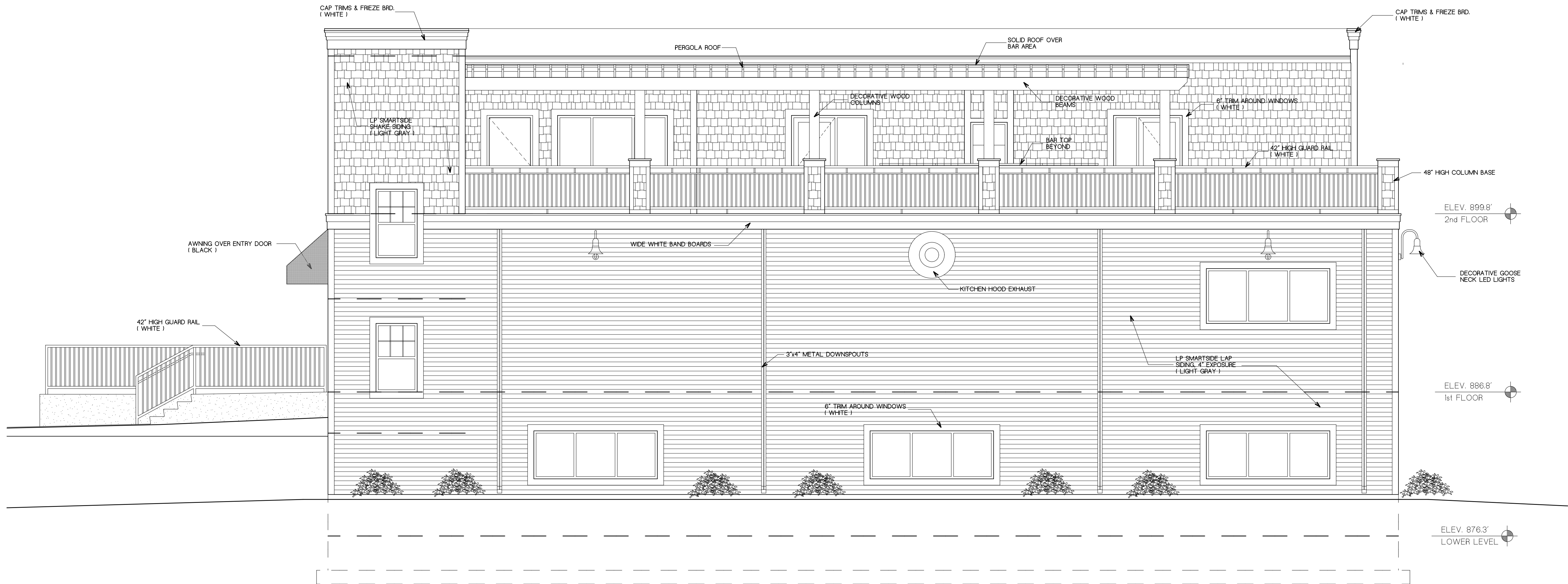


NORTH ELEVATION
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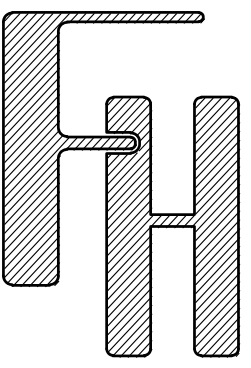
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SOUTH ELEVATION
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EAST ELEVATION
SCALE: 1/4\"/>



PROPOSED BUILDING
1 EAST GENEVA CENTER
EAST GENEVA STREET & WALWORTH AVENUE
WILLIAMS BAY, WALWORTH CO., WISCONSIN

EAST ELEVATION
SOUTH ELEVATION

FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgeway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
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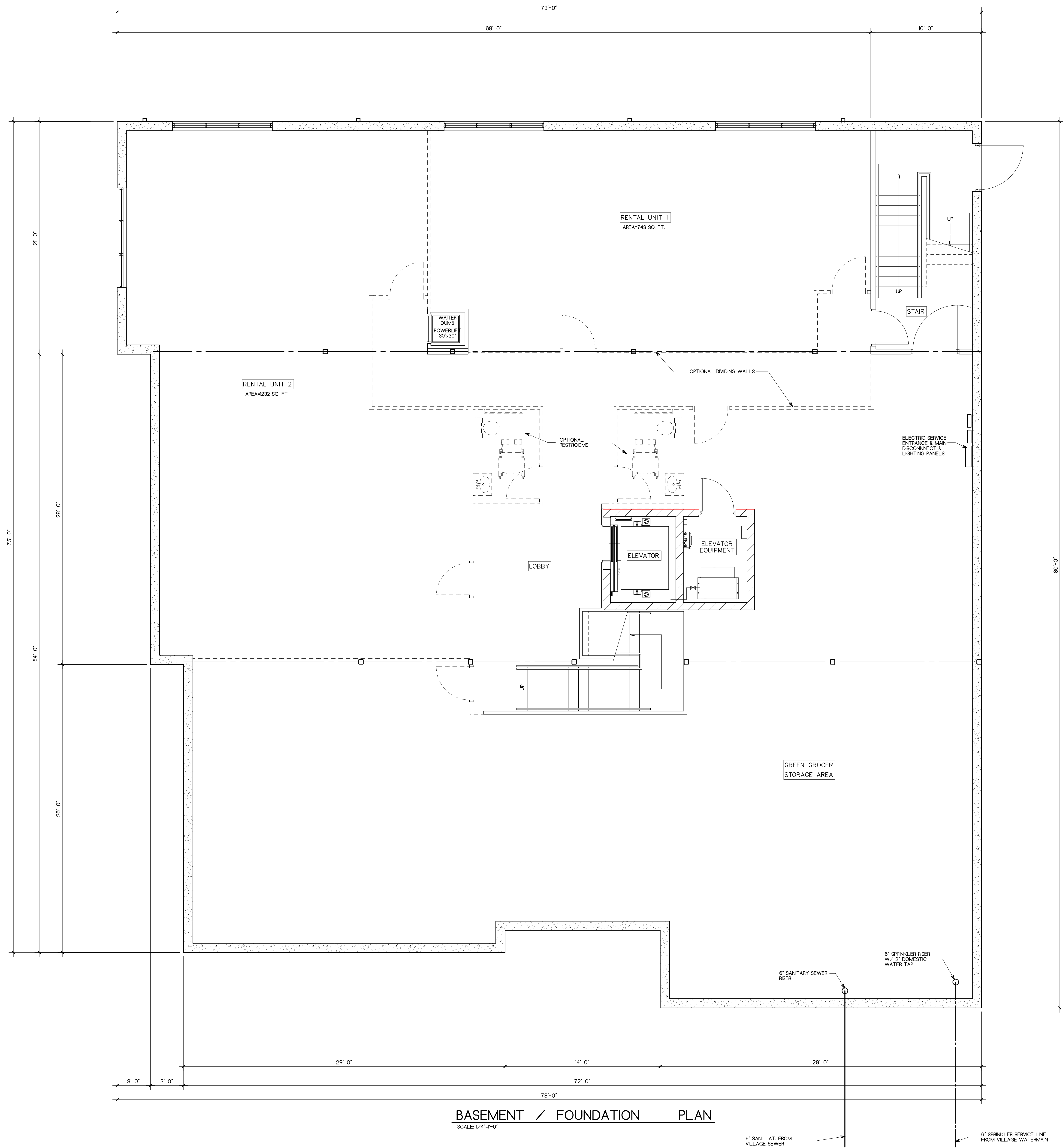
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REV 44 - MISD REVISIONS
RS 06/01/2023

PROJECT NO:
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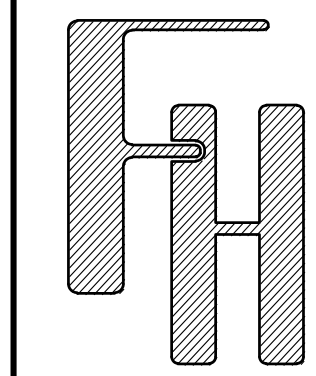
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3 of 6

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BASEMENT / FOUNDATION PLAN
SCALE: 1/4"=1'-0"



PROPOSED BUILDING
1 EAST GENEVA CENTER
EAST GENEVA STREET & WALWORTH AVENUE
WILLIAMS BAY, WALWORTH CO., WISCONSIN

BASEMENT / FOUNDATION PLAN

FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgeway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-5866

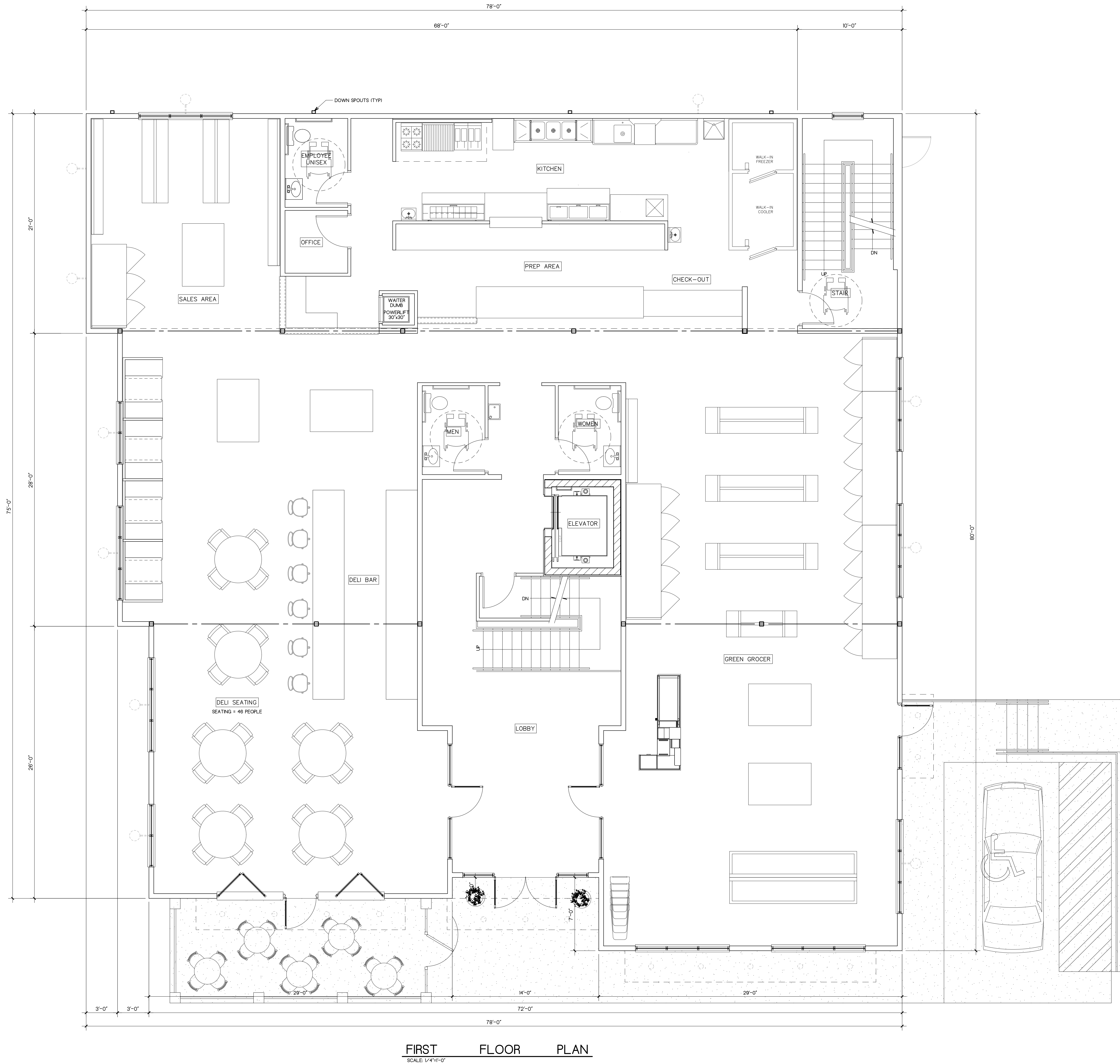
REVISIONS
REV 44 - MISD REVISIONS
RS 08/01/2023

PROJECT NO.
3052KEG.23

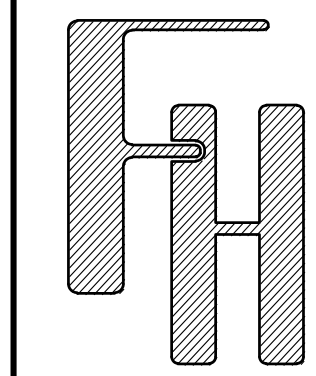
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SHEET NO.
4 of 6

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FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



PROPOSED BUILDING
1 EAST GENEVA CENTER
EAST GENEVA STREET & WALWORTH AVENUE
WILLIAMS BAY, WALWORTH CO., WISCONSIN

FIRST FLOOR PLAN

FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgeway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-5866

REVISIONS
REV 44 - MISC REVISIONS
08/01/2023

PROJECT NO:
3052KEG.23

DATE:
05/30/2023

SHEET NO:
5 of 6



SECOND FLOOR PLAN

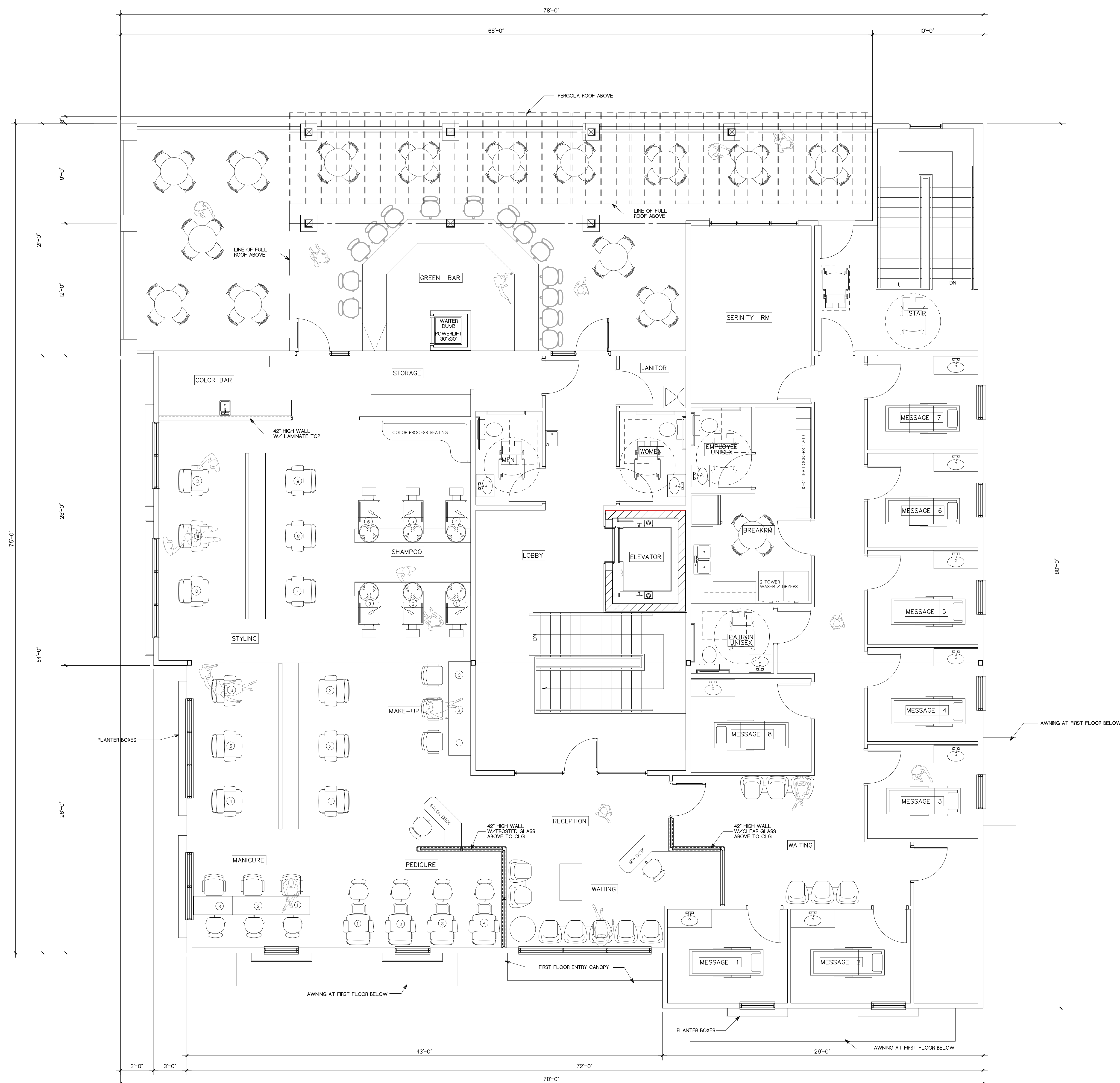
FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgeway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-5886

REVISIONS
REV #4 - MISC REVISIONS
BS 08/01/2023

PROJECT NO.
3052.KEG.23

DATE
05/30/2023

SHEET NO.
6 of 6



SECOND FLOOR PLAN

From: Rachel Rockwell <rrockwell1998@gmail.com>

Sent: Saturday, March 15, 2025 10:40 AM

To: David Lothspeich <admin@vi.williamsbay.wi.gov>; Bill Duncan <bduncan@vi.williamsbay.wi.gov>; Jim Dalessandro <jdalessandro@vi.williamsbay.wi.gov>; Adam Jaramillo <ajaramillo@vi.williamsbay.wi.gov>; Robert Umans <rumans@vi.williamsbay.wi.gov>; George Vlach <gvlach@vi.williamsbay.wi.gov>; Lowell Wright <lwright@vi.williamsbay.wi.gov>; Steven Russell <srussell@vi.williamsbay.wi.gov>; Maggie Gage <maggiegage1@gmail.com>

Subject: New Green Grocer Building

Good morning.

I am not overly familiar with all of the details for the development of the new commercial building on the corner of 67 and Walworth Ave. However, it is my understanding that at the last Planning Commission meeting, which I did not attend, the developer requested a number of variances regarding signage, awnings, flower boxes, and other finishing details that were tabled by the Commission before making any decisions. I was with friends at Green Grocer yesterday and thought I would share with you what we discussed, as well as the attached inspiration photo, for your consideration prior to issuing a final approval. This new building is the talk of our small town and not necessarily in a good way.

Downtown Williams Bay seems to be struggling with its identity. As the historical buildings age into disrepair, new developers will come in, and because of the cost to infrastructure, have the desire to not create the same level of charm. The finishing details on this boxy building are critical to establishing the identity of the downtown area. In addition, this building will directly impact future development, play a central role in attracting new businesses, and attracting tourists and local shoppers to the area.

My suggestions, assuming it is not too late for your consideration, are;

1. Require the awnings.
2. Require the flower boxes with seasonal flowers.
3. Require some type of material be used to block the commercial grade vent on the back side of the building from the view off of 67 and E Geneva Street, it is unsightly.
4. Per the photo, require black signage with gold historical font lettering.
5. On the lower level of the building, require historical lantern type lighting.
6. Per the photo, require consistent brand decaling on the lower level windows.

These final details will help keep the building from appearing as though it is a real estate building in Florida. Please consider the attached photo when future development comes to the downtown area to tie in historical charm with modern development.

I do not have all of the Plan Commission commissioner's email addresses and would appreciate it if you would please forward this email to anyone I have missed. I apologize in advance if the tone of some of these suggestions come across as harsh. This can be a difference between direct conversations and emails. I appreciate your time and

consideration of these suggestions. Thank you so much for everything you do for the community.

Kind Regards,
Rachel Rockwell



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting April 8, 2025

April 1, 2025

APPLICANT: Dan Leahy (Owner), Michael Levitzke, Jr. (Applicant)

TAX KEY: WA506300001

STREET ADDRESS: 178 Clover St, Village of Williams Bay

Applicant request a conditional use permit per Section 390-0809.D (2) *Fencing Standards*:
A fence, wall, tree, hedge, or shrubbery may be erected, placed, maintained, or grown along a lot line on or adjacent to a residentially zoned property.

(a) Permitted types of fences in residential districts include split rail fences; open picket fences; or decorative fences not more than three feet in height located on the interior of the lot surrounding patios, gardens, or other similar features. Any other type of fence shall require a conditional use permit per § 390-1207.

(b) The height of such fences or walls along interior side and rear lot lines shall not exceed six feet above the ground level, except that along zoning district boundaries there shall be a ten-foot limit on the height of fencing along such boundary. The height of fences or walls along street side and front lot lines shall not exceed three feet above ground level. If solid fences or walls are deemed appropriate along public rights-of-way, consideration should be given to providing a landscaped planting strip at least two feet in width adjacent to the property line.

The project consists of 6' high semi-private aluminum and composite fencing located along the side lot lines and a 4'6" high gate with 5'6" high pillars located in the street yard.

Per Section 390-1207 (2), The Zoning Administrator shall review the application and evaluate whether the proposed amendment meets the following criteria:

(a) Is in harmony with the recommendations of the Comprehensive Plan. If the Zoning Administrator determines that the proposal may be in conflict with the provisions of the Comprehensive Plan, the Zoning Administrator shall note this determination in the report.

(b) Will not 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.

Based on the application, the applicant has met all the requirements of Section 390-1207 (2) and approval is recommended.

Respectfully submitted,

Bonnie M. Schaeffer
Zoning Administrator



Planning Request Application Village of Williams Bay

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

Request:

Please check all that apply.

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

Date application was received:

Fee Paid:

Physical Address of Site: 178 clover St.

Tax Parcel Number: WA506300001

Project or Development Name: Leahy Residence

Applicant

Name: Mike Levitzke Jr.
Mailing Address: 200 W. River Drive St. Charles, IL 60174
eMail: MikeL@PeerlessFence.com
Phone: 224-636-1690

Owner of Site

Name: Dan Leahy
Mailing Address: 178 Clover St.
eMail: DLeahy@hiffman.com
Phone: 312-806-8800

Legal Representative

Name: _____
Mailing Address: _____
eMail: _____
Phone: _____

Architect, Engineer, Contractor

Name: John Matustik
Mailing Address: 2413 W. Algouquin Rd. Suite 515, Algouquin, IL 60102
eMail: John@matustikbuilders.com
Phone: 847-624-7774

Application for Village of Williams Bay

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

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

Current Zoning of Site: _____ Current Overlay Districts of Site: _____

Proposed Zoning of Site: _____

Proposed type of structure of use: 4'6" High Driveway Gate, 4' High open Fence
6' High open Fence

Proposed use of structure or site: Security

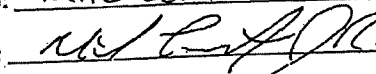
Statement of proposed use of property, with pertinent facts regarding the size of area involved, extent of development, type of operation, etc. (Attach separate sheet if additional space is needed):

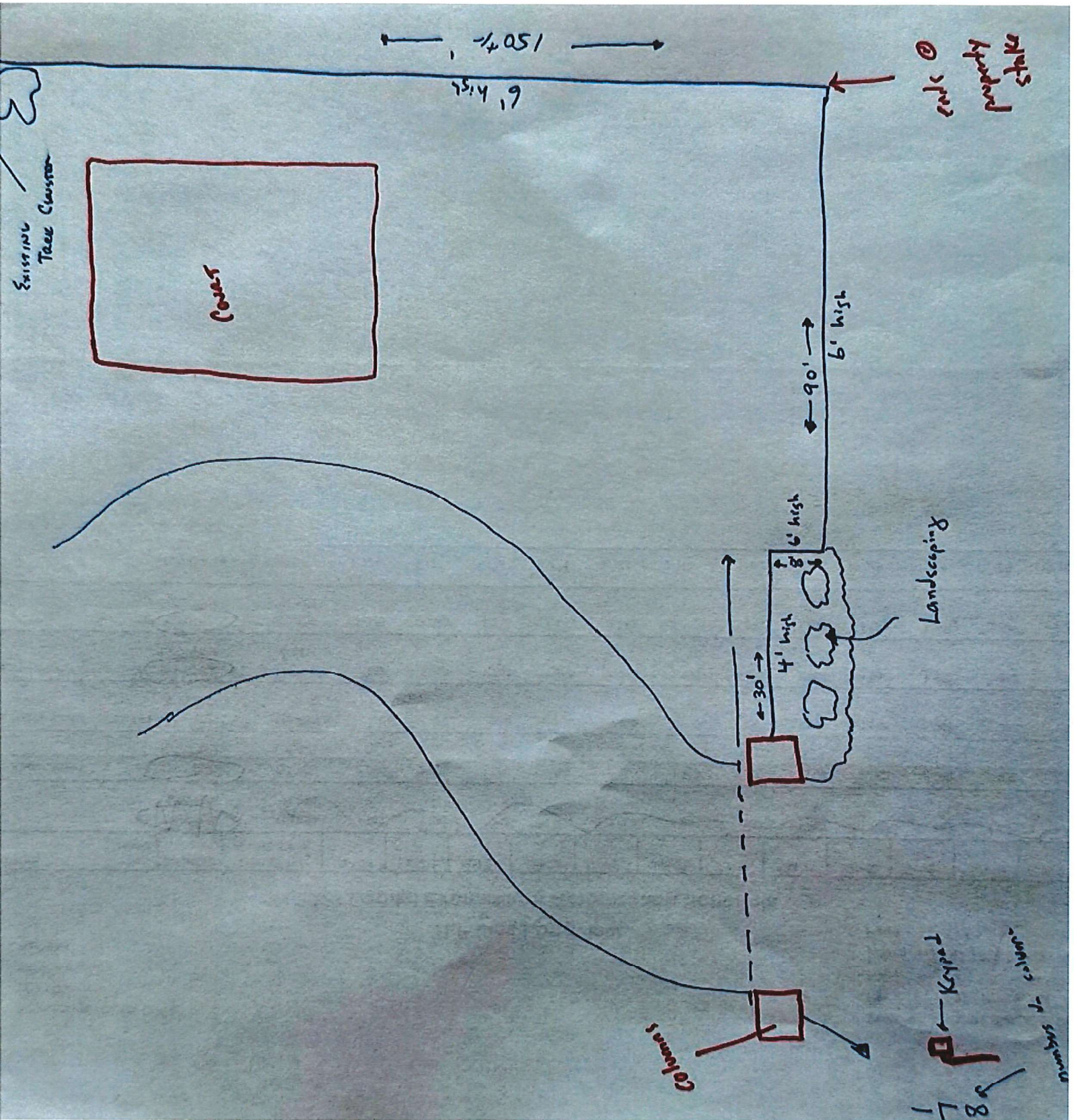
Install Sliding driveway gate + 4' High open Fence + 6' High open Fence

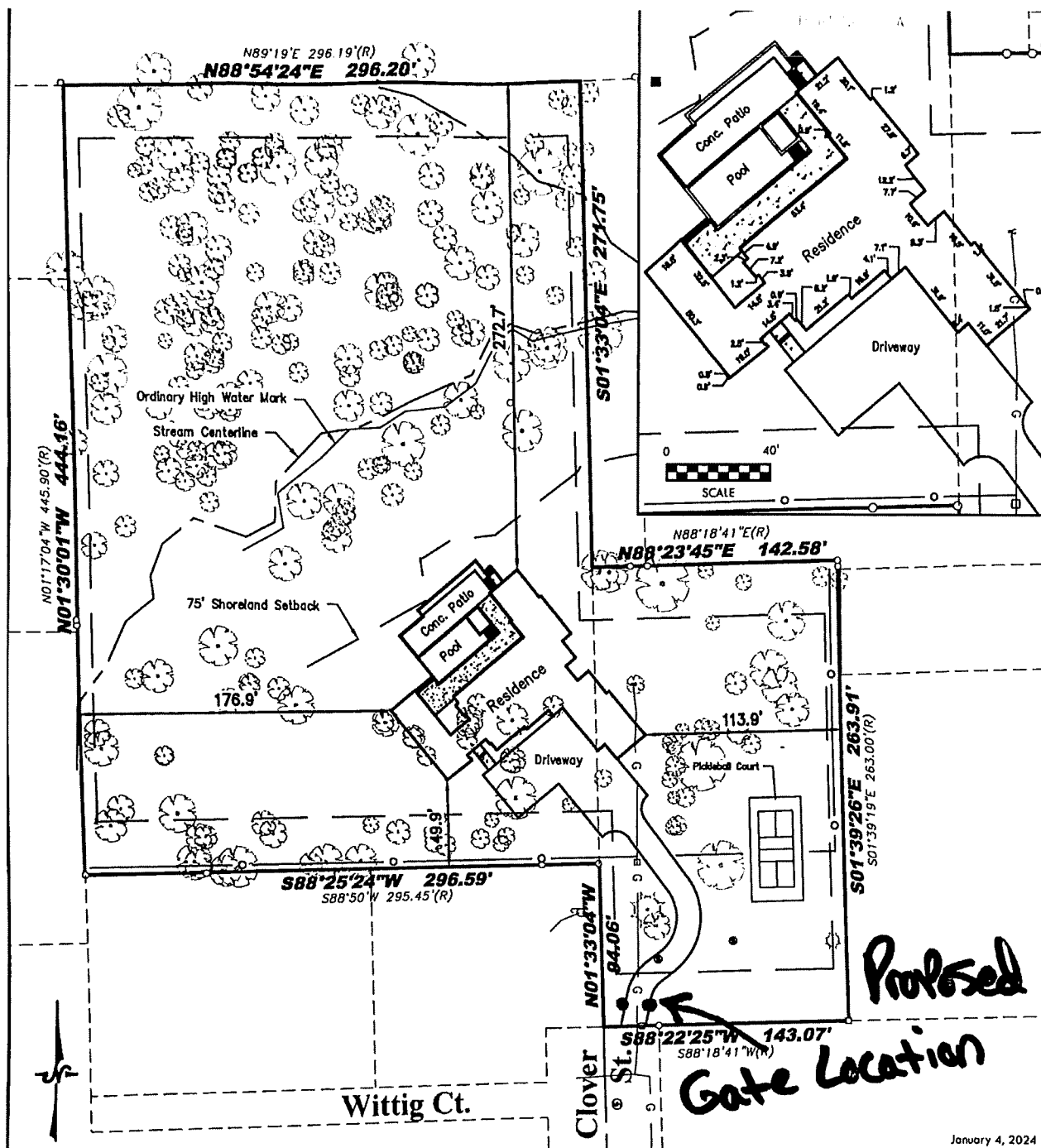
Statement showing compatibility of proposed zoning district and/or proposed use to the Village Comprehensive Plan: (Attach separate sheet if additional space is needed)

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: Mike Levitzke Jr. Date: 08/29/2024

Signature of Applicant: 





Legal Description: Tax ID: WWUP-24B & WWUP-25

Two parcels of land located in the Northwest 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 1 in Township 1 North, Range 16 East, in the Village of Williams Bay, Walworth County, Wisconsin, more particularly described as

Beginning at the Northeast Corner of Carlson's Addition to Williams Bay Subdivision; N88°54'24"E, 296.20 feet; thence S01°33'04"E, 271.75 feet; thence N88°23'45"E, 142.58 feet; thence S01°39'26"E, 263.91 feet; thence S88°22'25"W, 143.07 feet; thence N01°33'04"W, 84.06 feet; thence S88°25'24"W, 296.59 feet to the east line of said Carlson's Addition to Williams Bay Subdivision, thence N01°30'01"W along said east line, 444.16 feet to the point of beginning

Said lands containing 3.88 Acres (168,970 sq. ft.) more or less

Said lands contain portions of the former Clover Street Right-of-Way as vacated by the Village of Williams Bay, recorded as Document No 1063774 in the Walworth County Registry



I certify that I have surveyed the above-described property and in my professional opinion this map is a true representation thereof and is made in accordance with the records of the register of deeds as nearly as practical and that this survey complies with Wisconsin Administrative code AE-7 except for those items waived, if any, and is bound by Wisconsin State Statute 893.37 that defines statute of limitations in regard to surveys. This survey was prepared for the exclusive use of the client and present owners of the property

No title policy has been provided to the surveyor regarding the property identified on this map. Therefore this plat of survey does not guarantee the existence, site and location of any easements, encumbrances, restrictions or other facts that could otherwise be discovered in an ALTA/SPS survey

Rick R. Hillmann, Professional Land Surveyor S-3005



LYNCH & ASSOCIATES



SCALE

Plat of Survey
for
Leahy Residence

LEGEND

○ Found 1" Iron Pipe	● Soil Boring
□ Found 3/4" Iron Rod	— Fence—Chain Link
■ Set 3/4" Iron Rod	— Utility—Water
⊕ Man Hole	— Utility—Gas







VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting April 8, 2025

April 1, 2025

APPLICANT: Yerkes Future Foundation (Owner)

TAX KEY: WA518500001

STREET ADDRESS: 373 W. Geneva St, Williams Bay, WI 53191

Applicant requests a recommendation to the Village Board for a temporary use permit for placement of a 40' x 60' tent between the end of April and end of October annually.

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 is 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 Article 8, are met.

Based on the application, the applicant has met all the requirements of Section 390-1208.E(1) and approval is recommended.

Respectfully submitted,

Bonnie M. Schaeffer
Zoning Administrator



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
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- ☐ 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:

200.00

Physical Address of Site:

373 West Geneva Street

Tax Parcel Number:

WA518500001

Project or Development Name:

Applicant

Name:

Yerkes Future Foundation

Mailing Address:

373 W. Geneva Street

eMail:

Phone:

Marc Stanek@yerkesobservatory.org
815-201-4871

Owner of Site

Name:

Yerkes Future Foundation

Mailing Address:

Same as above

eMail:

Phone:

Legal Representative

Name:

Mailing Address:

eMail:

Phone:

Architect, Engineer, Contractor

Name:

Mailing Address:

eMail:

Phone:

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

See attached sheet

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

Current Zoning of Site: _____ **Current Overlay Districts of Site:** _____

Proposed Zoning of Site: _____

Proposed type of structure of use: 60' x 40' White Century Pole tent

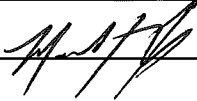
Proposed use of structure or site: Educational & speaker events

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):

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

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: Marc Stanek / Yerkes Future Foundation **Date:** 2/28/2025

Signature of Applicant: 

Purpose for tent on site:

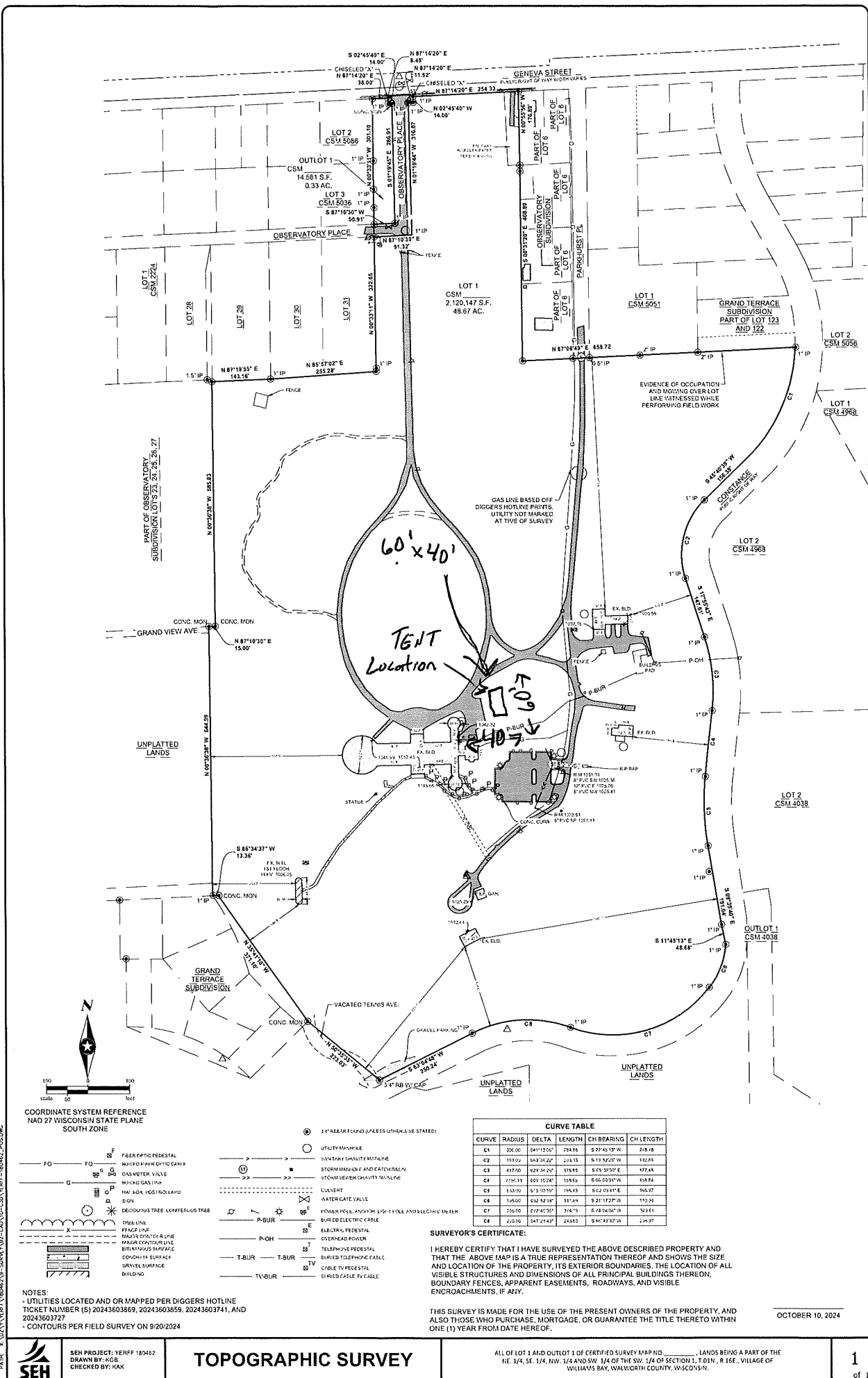
We will be hosting educational and guest speaker events that will require more seating than we have the capacity for due to room sizes in our building. The installation date of the tent will start at the end of April and be removed at the end of October. The events start in May, and end in October.

Thank you,

Marc Stanek

Facilities Director

Yerkes Future Foundation/Yerkes Observatory





VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting April 8, 2025

April 1, 2025

APPLICANT: Jack Pease, Super Mix, USA (Owner)

TAX KEY: WA505600002

STREET ADDRESS: South side of Park Place between Constance Blvd. and Dartmouth Rd.,
Williams Bay, WI 53191

Applicant requests a recommendation to the Village Board for approval of a Certified Survey Map per Section 375.0306 "Minor Land Division Procedures" to divide the existing 2.87 acre parcel into three parcels of nearly 1 acre each.

The proposed land division meets the minimum requirements of the existing SF-3 Suburban Residential zoning district.

The Village Engineer has recommended conditional approval in his memo dated March 20, 2025.

Respectfully submitted,

Bonnie M. Schaeffer
Zoning Administrator

Engineer's Conditional Approval Recommendation

Park Place CSM – Super Mix USA

March 20, 2025

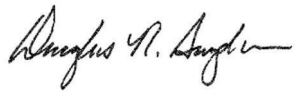
We reviewed the following attached documents for the proposed creation of three lots on the south side of Park Place between Constance Boulevard and Dartmouth Drive.

1. Draft certified survey map (CSM) last revised December 18, 2024, from Christopher Hodges.
2. Draft Water Main Plans from Farris-Hansen and Associates last revised December 18, 2024.
3. Draft Drainage, Bike Path, and Building Pad Plan, last revised December 18, 2024.
4. Top of Foundation Elevation Sketch received from Jack Pease on March 14, 2025.

We recommend the Village approve the proposed CSM with the following conditions:

1. Provide individual grading plans for the individual lots for Village approval based on the attached Top of Foundation Elevation Sketch.
2. Provide final engineering plans for the water main on Park Place and culvert crossing of Dartmouth Drive. Include the drainage improvements downstream of the new culvert and specify the pipe to be reinforced concrete. Also include a requirement for relocation of the power poles and other utilities to the new utility easement prior to construction of the public improvements.
3. Provide a developer agreement that includes provision for guarantees, observation, record information, bidding requirements, and acceptance of public improvements.

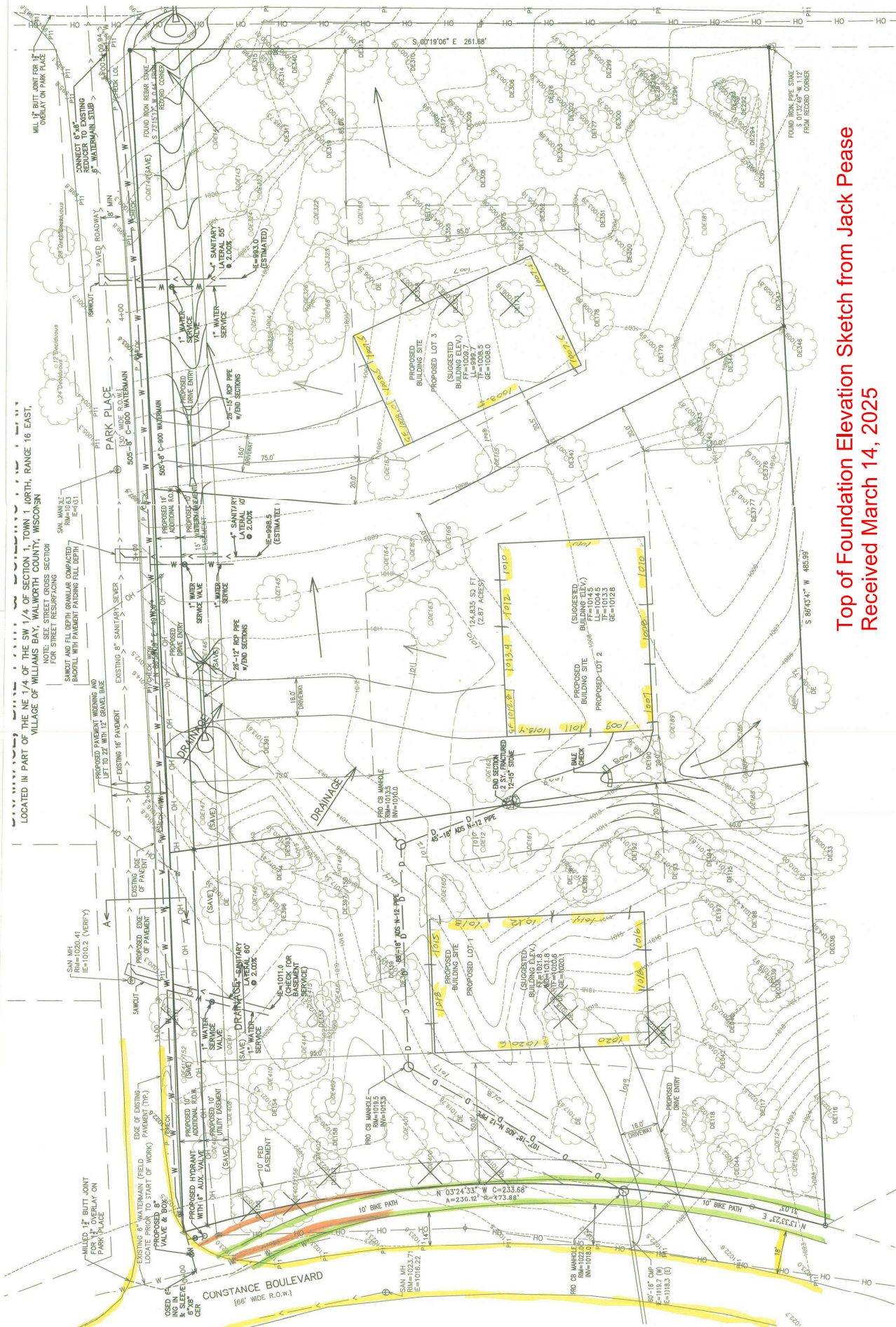
Please call with questions.



Douglas R. Snyder, P.E.

C: w/Encl via Email:

Planning Commission Members
Village Attorney Schroeder



Top of Foundation Elevation Sketch from Jack Pease
Received March 14, 2025

NOTE: COPIES OF THIS MAP TO WHICH THE FOLLOWING CERTIFICATE HAS BEEN ATTACHED ARE NOT TO BE USED FOR ANY OTHER PURPOSES THAN THAT FOR WHICH THE ORIGINAL SEAL AND SIGNATURE IN RED INK COPIES BY ANY DO NOT REPRESENT THE SURVEYOR'S WORK PRODUCT.

LEGEND

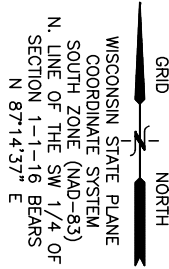
FARRIS, HANSEN & ASSOC. INC.

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

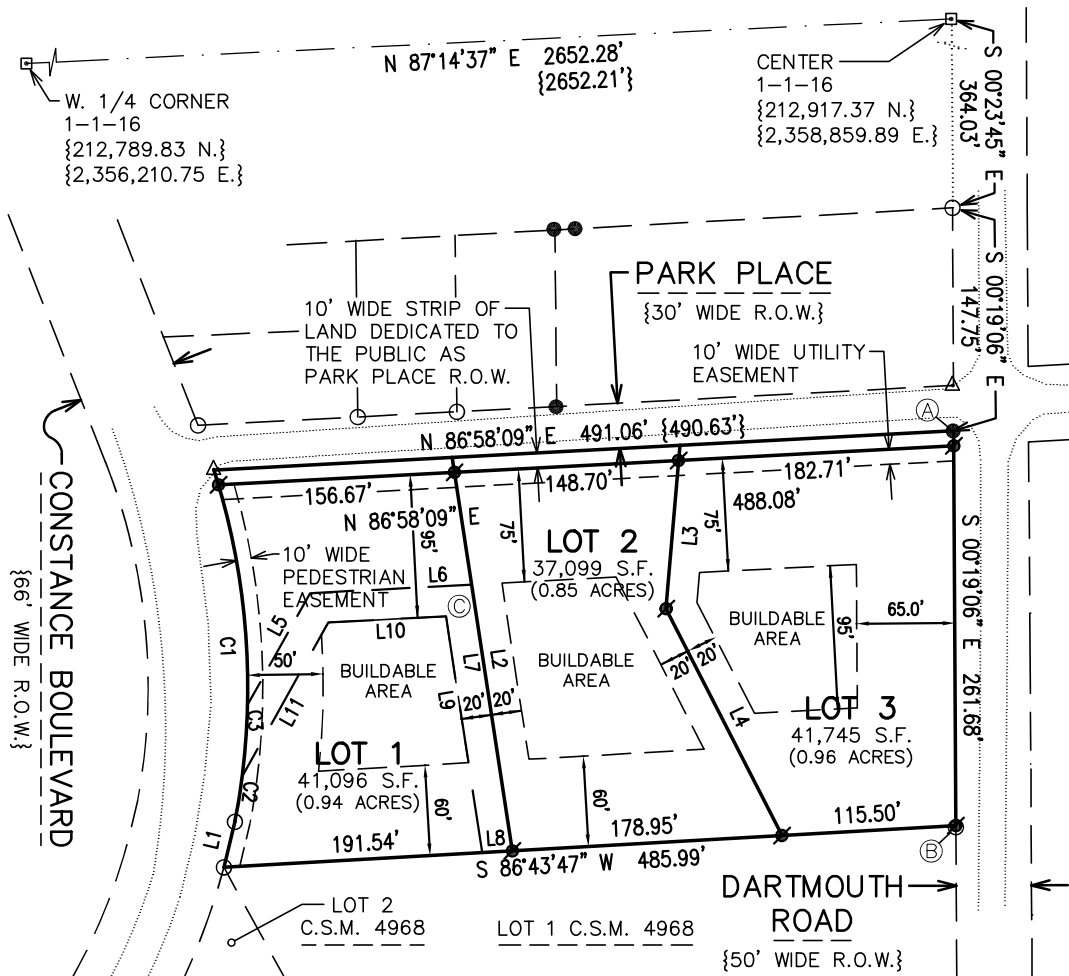
OWNER: SUPER MIX USA
5435 BULL VALLEY ROAD SUITE 330
MCHENRY, IL 60050

ZONING: SF-3
SOILS: MyB & MyC2

CERTIFIED SURVEY MAP NO. _____



A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 5056 LOCATED IN PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN



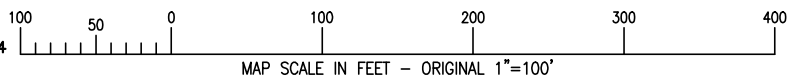
FOUND IRON REBAR STAKE
① S 73°15'17" W, 0.44' FROM
RECORD CORNER.

② 20' WIDE STORM WATER
DRAINAGE EASEMENT

FOUND IRON PIPE STAKE
③ S 01°32'49" W, 1.12' FROM
AN IRON REBAR STAKE
SET AT THE NORTHEAST
CORNER OF C.S.M. 4968.

THIS INSTRUMENT DRAFTED
BY CHRISTOPHER A. HODGES

PROJECT: 10962.02.23
DATE: 10/29/2024 REV: 12/18/2024
SHEET 1 OF 3 SHEETS





PLAN AND PROFILE

WATERMAIN EXTENSION
PARCEL: W005030002
WILLIAMS BAY, WI

WORK ORDERED BY -
JACK PEASE
5435 BULLVALEY RD, SUITE 330
MCHEENY, IL 60050

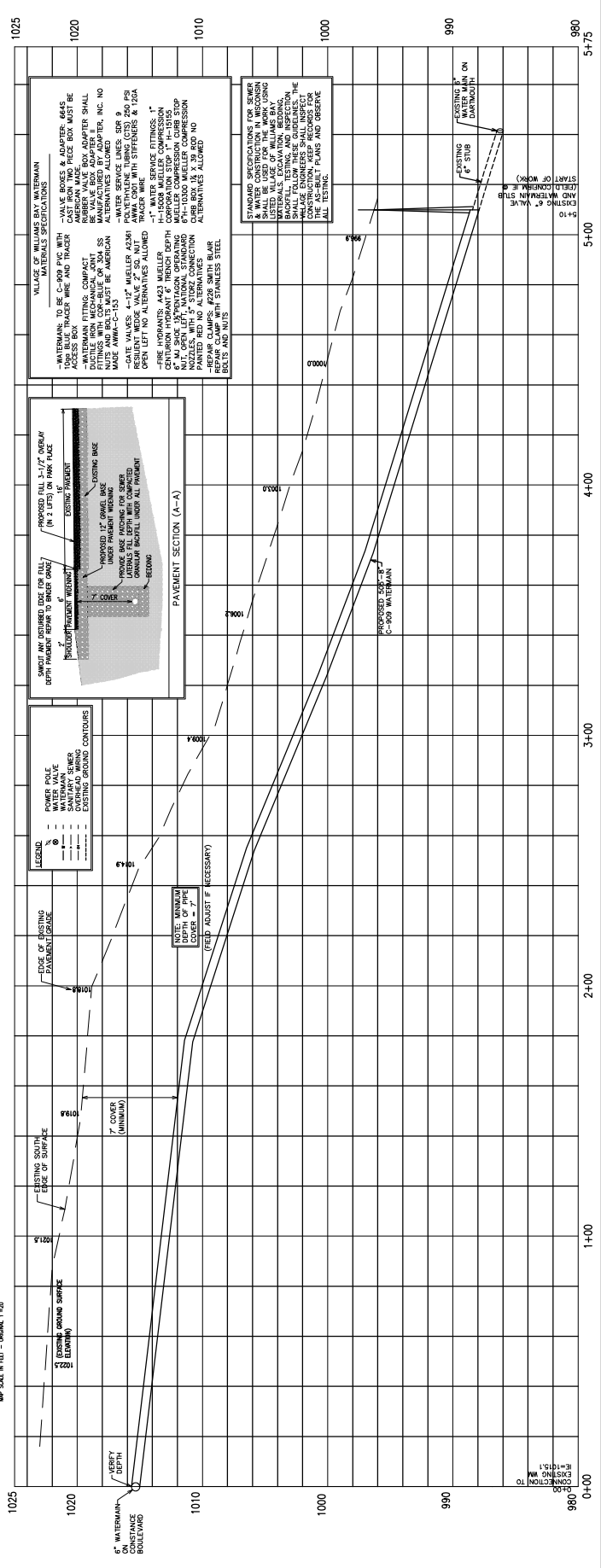
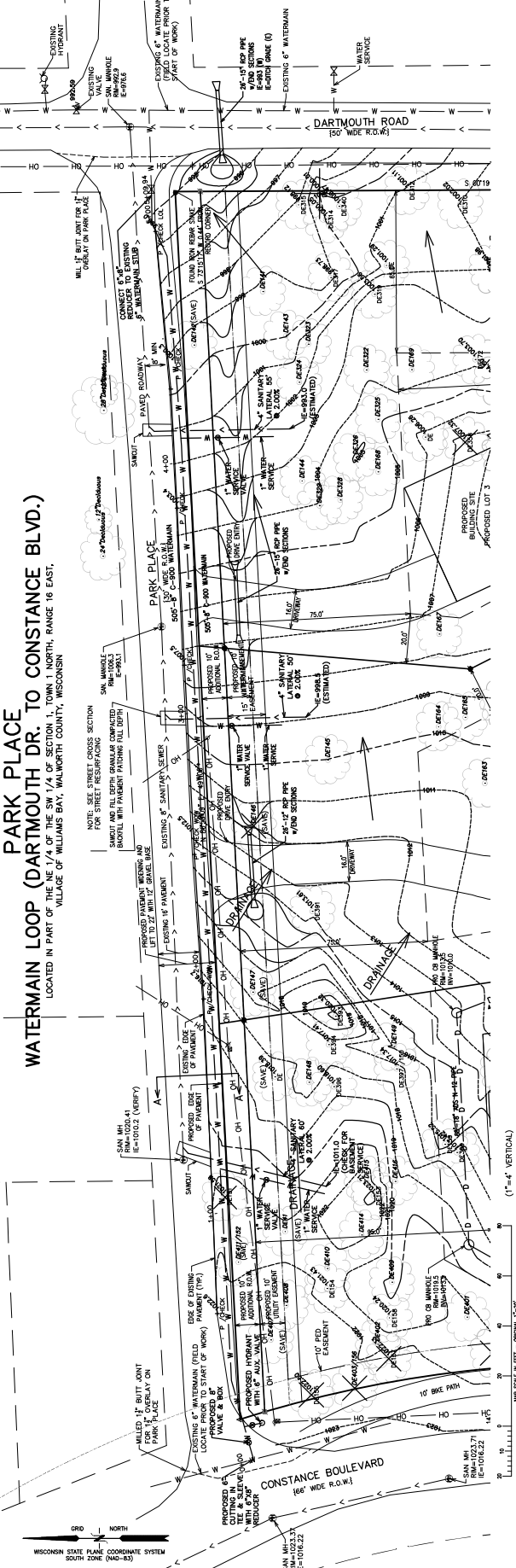
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 MIDWAY COURT
P.O. BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098 e-mail: office@farris-hansen.com

REVISIONS
12/17/2021 - 1" SCALE
12/17/2021 - 1" SCALE
12/17/2021 - 1" SCALE
12/17/2021 - 1" SCALE
12/17/2021 - 1" SCALE
12/17/2021 - 1" SCALE
12/17/2021 - 1" SCALE
12/17/2021 - 1" SCALE
12/17/2021 - 1" SCALE
12/17/2021 - 1" SCALE

PROJECT NO.
10862.02.23
DATE
11/02/2023
SHEET NO.
1 OF 1

PARK PLACE WATERMAIN LOOP (DARTMOUTH DR. TO CONSTANCE BLVD.)

LOCATED IN PART OF THE 1/4 SECTION 16 NORTH, RANGE 16 EAST,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN





PARK PLACE PROPOSED CERTIFIED SURVEY MAP

PRESENTED TO THE VILLAGE OF WILLIAMS BAY, WI



BY:

FOX DEVELOPMENT
JACK PEASE

5435 BULL VALLEY SUITE 330 MCHENRY, ILLINOIS 60050

OFFICE: 815-385-8000
MOBILE: 815-790-1293

Revised February 1, 2025

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1. Proposed Petition Outline

In the manner and form as prescribed by the Village of Williams Bay Ordinance, Fox Development, Jack Pease, owner of said property, petitions the Village of Williams Bay as outlined below:

- Petition for the Subdivision of Lot 2, the property in question, into 3 Certified Survey Maps. Tax parcel WA505600002.
- The Proposed 3 Lot Certified Survey Maps are subject to Covenants, Conditions & Restrictions. The Development Plan that permits the removal of 6 trees, the addition of 20 trees and contains a forest enhancement and maintenance plan. This Plan promotes the coexistence of lower density development while preserving a high quality native upland forest.

2. Fox Development Recent Projects

A commercial, residential land developer and builder. Recent developments:

Commercial Developments

Valley View Commons, McHenry, IL
A Professional Office Condominium

Capital Court Commons, McHenry, IL
A Professional Office/Warehouse Condominium

Ridgeview Commons, McHenry, IL
A Professional Office/Warehouse Condominium

Ringwood Corporate Center, Ringwood, IL
A Professional Office/Warehouse Center

Sager Corporate Park, Belvidere, IL
A Commercial/Retail Development

Residential Developments

Dutch Creek Estates, Johnsburg, IL

Glacier Lake Estates, Richmond, IL

Preservation Oaks, Spring Grove, IL

Walnut Ridge, Spring Grove, IL

Jonathon Knolls, Wadsworth, IL

Eagle Ridge, Antioch, IL

Ivanhoe Golf Course, Ivanhoe, IL

Recent Custom Home Building

4503 White Tail, Johnsburg, IL

6466 Johnsburg Rd., Spring Grove, IL

N2345 Main Rd., Lake Geneva, WI

1550 Evergreen Ln., Lake Geneva, WI

W3650 Snake Rd., Lake Geneva, WI

450 Park Place, Williams Bay, WI

3402 Sweet Water Ln., Johnsbury, IL

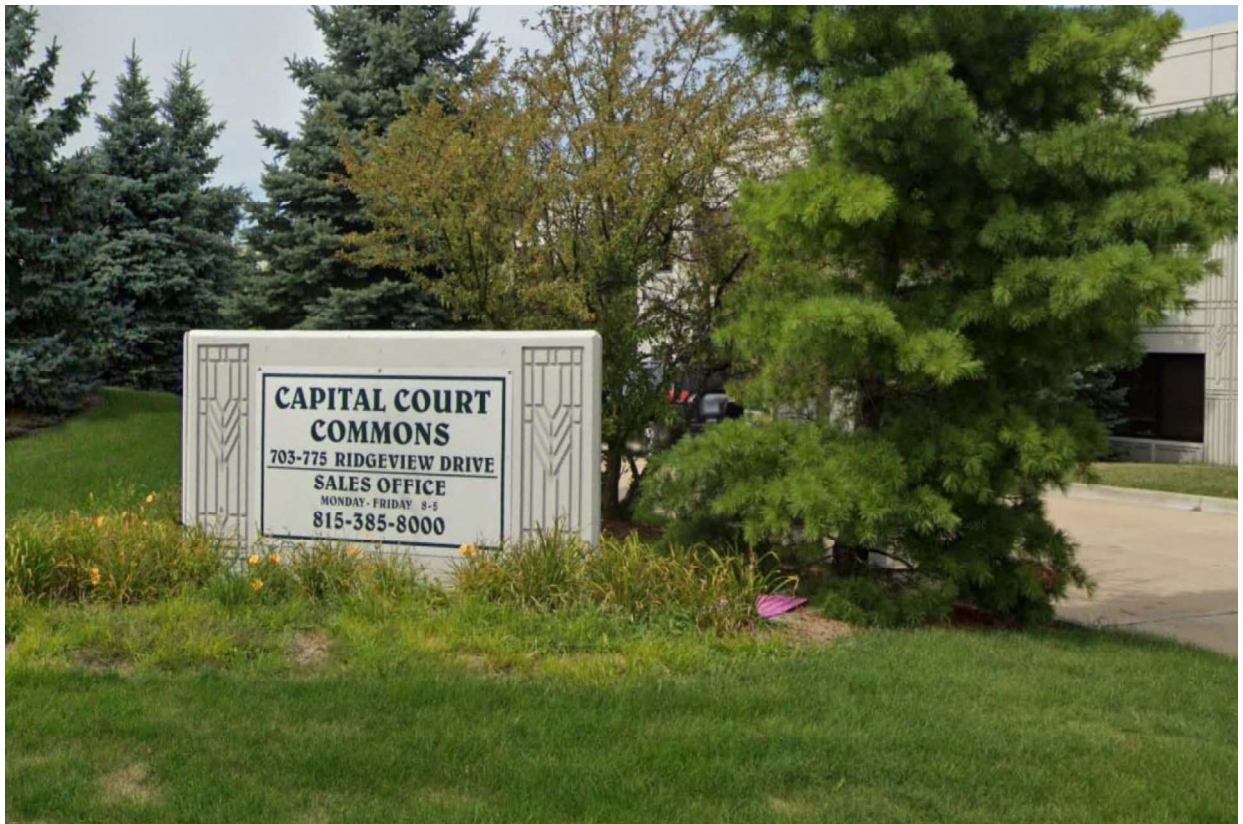
4515 Red Tail Ln., Johnsbury, IL

2.1 Commercial Development Projects

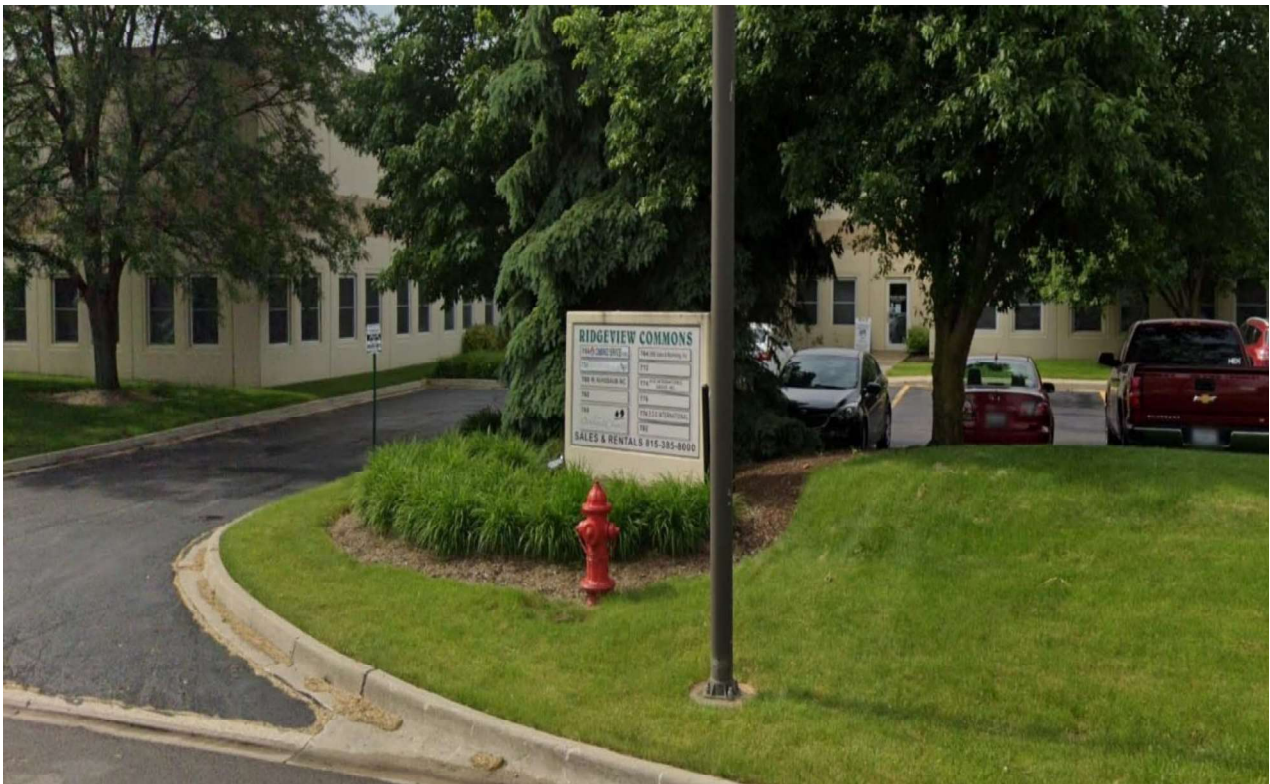


VALLEY VIEW COMMONS – A PROFESSIONAL OFFICE CONDOMINIUM

MCHENRY, ILLINOIS



CAPITAL COURT COMMONS – A PROFESSIONAL OFFICE/WAREHOUSE CONDOMINIUM
MCHENRY, ILLINOIS



RIDGEVIEW COMMONS – A PROFESSIONAL OFFICE/WAREHOUSE CONDOMINIUM
MCHENRY, ILLINOIS



2.2 Residential Development Projects



DUTCH CREEK ESTATES – JOHNSBURG, ILLINOIS



DUTCH CREEK ESTATES

JOHNSBURG, ILLINOIS



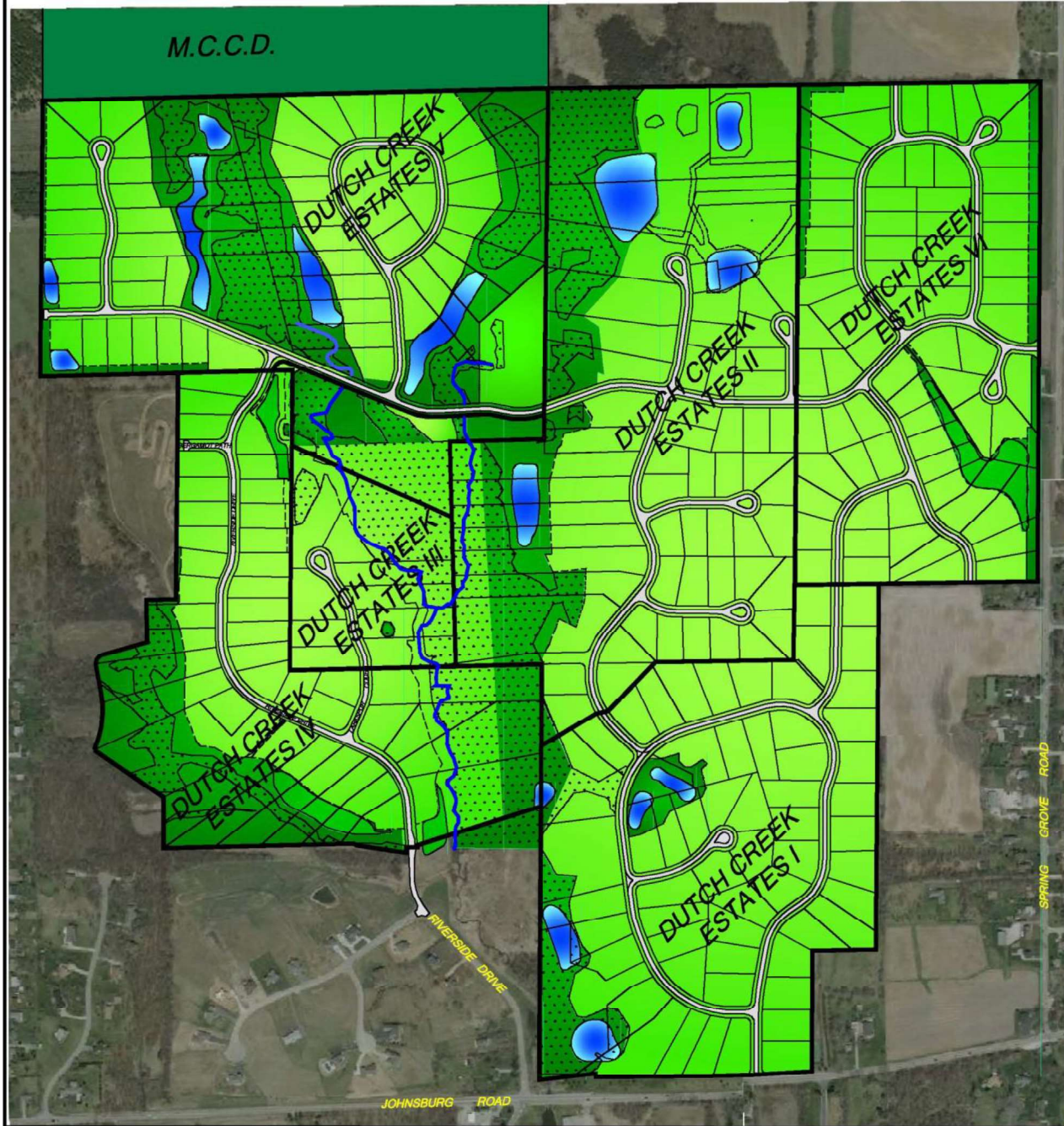
LEGEND	
	DEED RESTRICTED OPEN SPACE
	DEED RESTRICTED OPEN SPACE
	WETLANDS
	WETLAND BUFFER
	WETLAND DELINEATION
	POND
	PARK
	HOME SITES

DEVELOPER

Fox Development Corporation
5435 Bull Valley Road, Suite 330
McHenry, Illinois 60050
(815) 385-8000

ENGINEER

Cordon Consulting Engineers, P.C.
5415 Business Parkway
Ringwood, Illinois 60072
(815) 728-0068





GLACIER LAKE ESTATES – RICHMOND, ILLINOIS

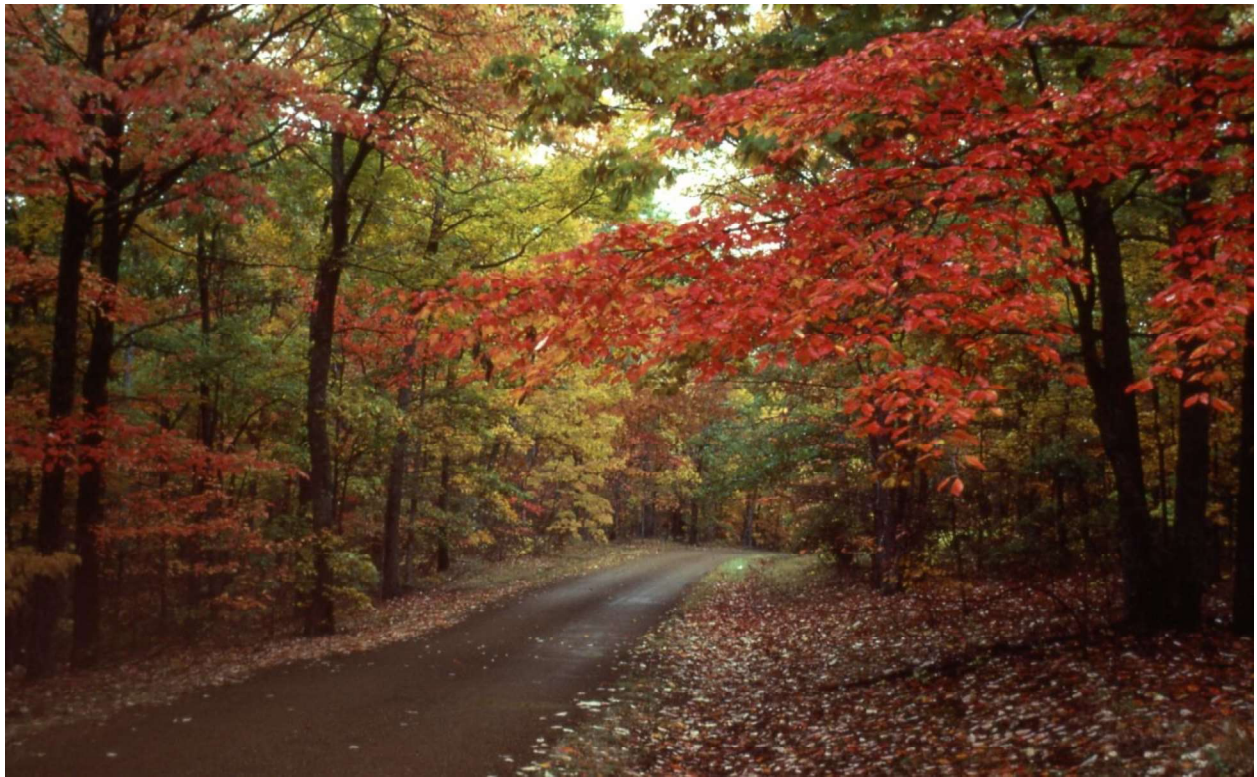




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guarantee of accuracy, completeness, or currency.



PRESERVATION OAKS – SPRING GROVE, ILLINOIS



WALNUT RIDGE - SPRING GROVE, ILLINOIS



JONATHON KNOLLS – WADSWORTH, ILLINOIS



EAGLE RIDGE – ANTIOCH, ILLINOIS



IVANHOE CLUB – IVANHOE, ILLINOIS

2.3 Custom Home Building Projects



N2345 MAIN RD., LAKE GENEVA, WISCONSIN



W3650 SNAKE RD., LAKE GENEVA, WISCONSIN



1550 EVERGREEN LN., LAKE GENEVA, WISCONSIN



1116 GENEVA ST., LAKE GENEVA, WISCONSIN



1002 S. LAKE SHORE DR., LAKE GENEVA, WI



5020 NISH RD., CRYSTAL LAKE, ILLINOIS

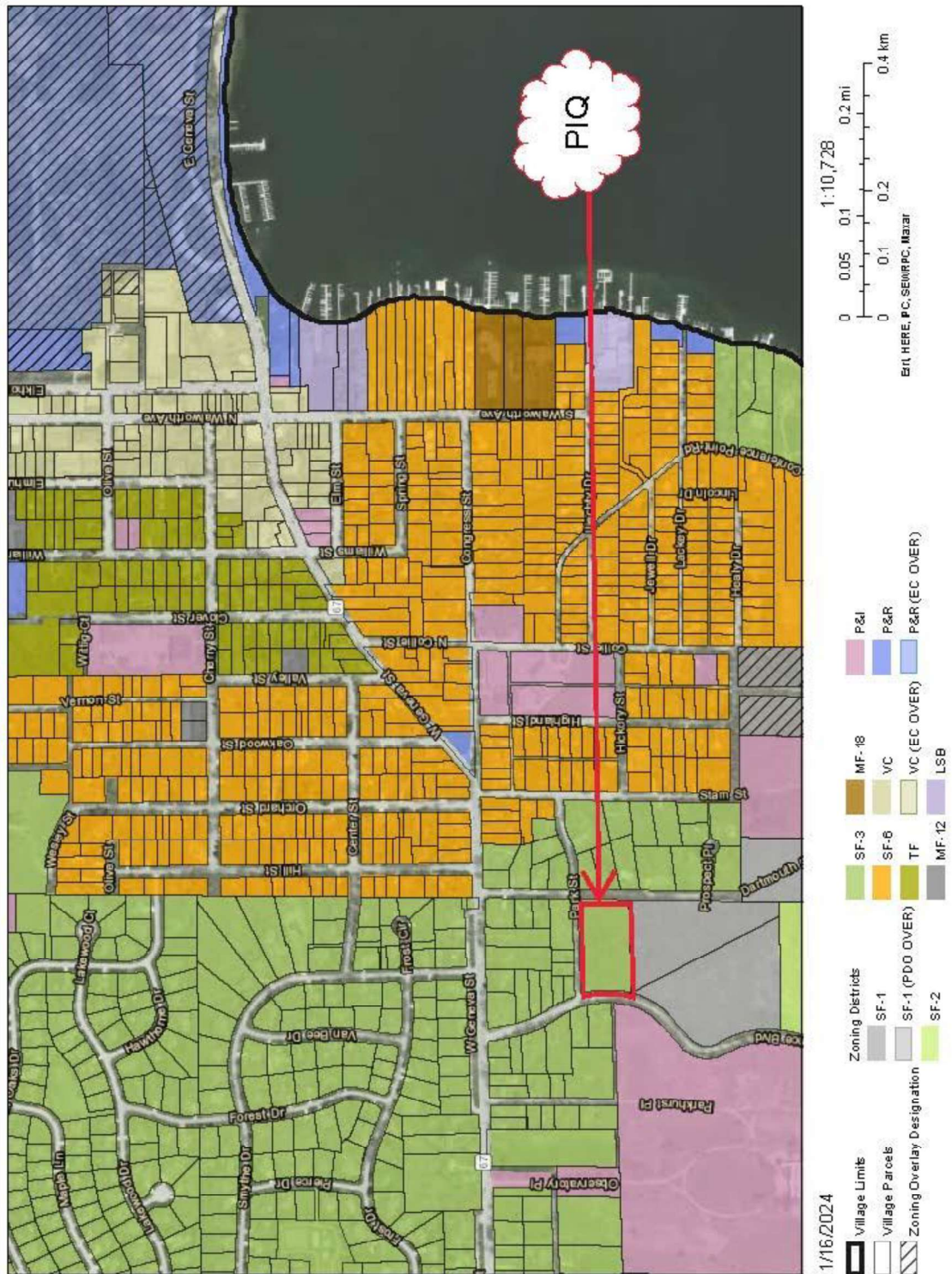
2.4 Super Truck Center, Genoa City WI

Serving the public, offering truck and bus body work, paint, automatic truck wash, frame straightening, complete line of truck parts and truck repair.

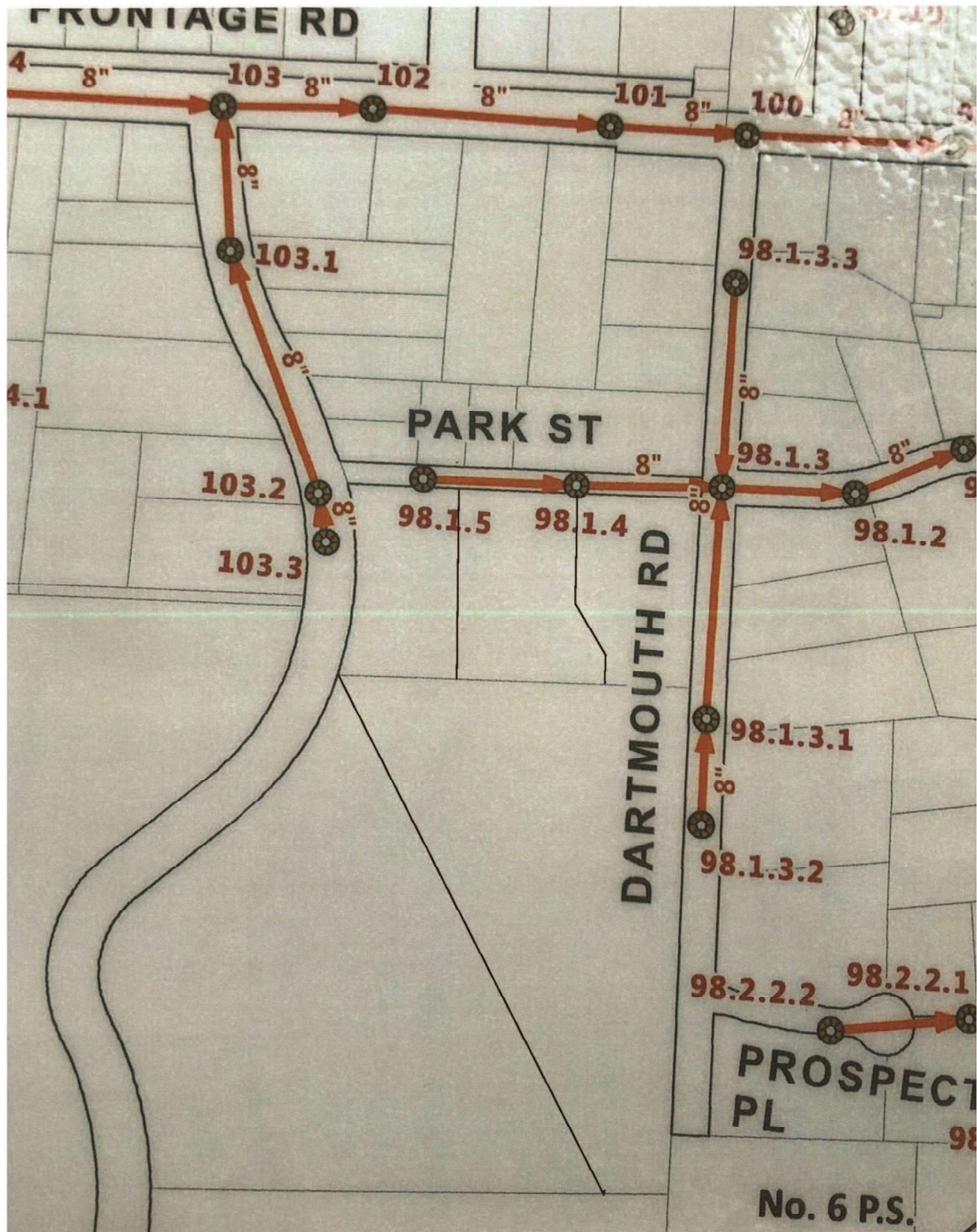


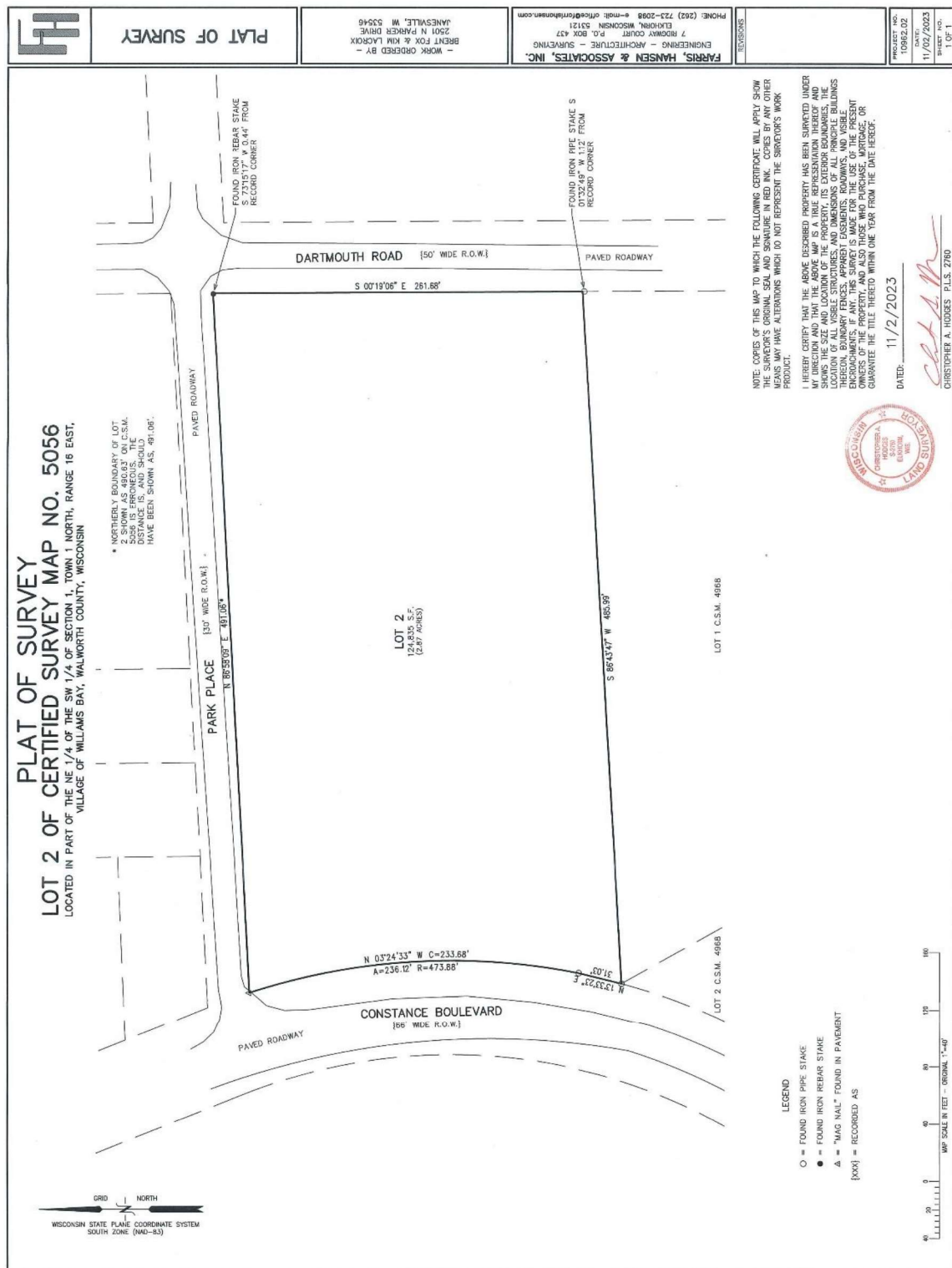
3.1 Village Zoning Map

VILLAGE OF WILLIAMS BAY, WISCONSIN ZONING MAP



3.2 Village Improvement Map





3.4 Proposed 3 Lot Certified Survey Map

FARRIS, HANSEN & ASSOC. INC.

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

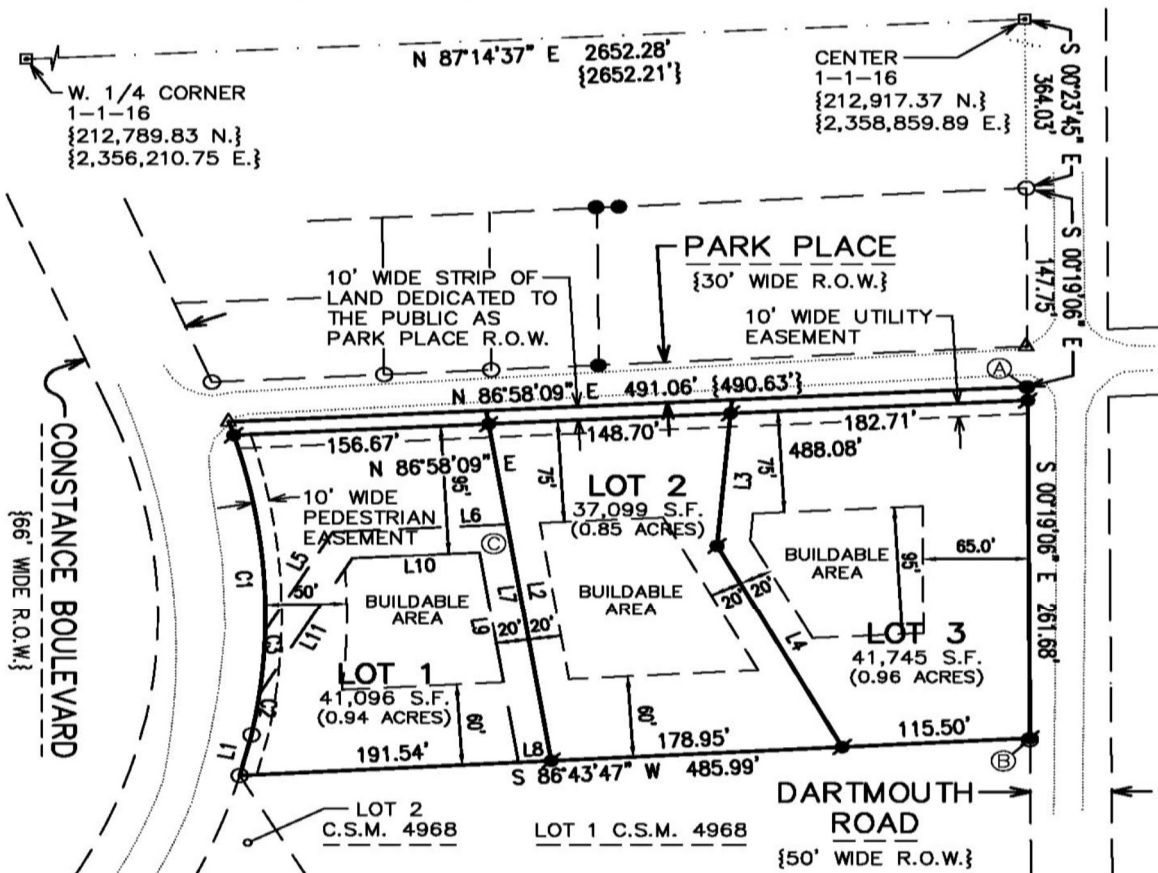
OWNER: SUPER MIX USA
5435 BULL VALLEY ROAD SUITE 330
MCHENRY, IL 60050

ZONING: SF-3
SOILS: MyB & MyC2

CERTIFIED SURVEY MAP NO. _____

GRID
NORTH
WISCONSIN STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE (NAD-83)
N. LINE OF THE SW 1/4 OF
SECTION 1-1-16 BEARS
N 87°14'37" E

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP
NO. 5056 LOCATED IN PART OF THE NE 1/4 OF
THE SW 1/4 OF SECTION 1, TOWN 1 NORTH,
RANGE 16 EAST, VILLAGE OF WILLIAMS BAY,
WALWORTH COUNTY, WISCONSIN

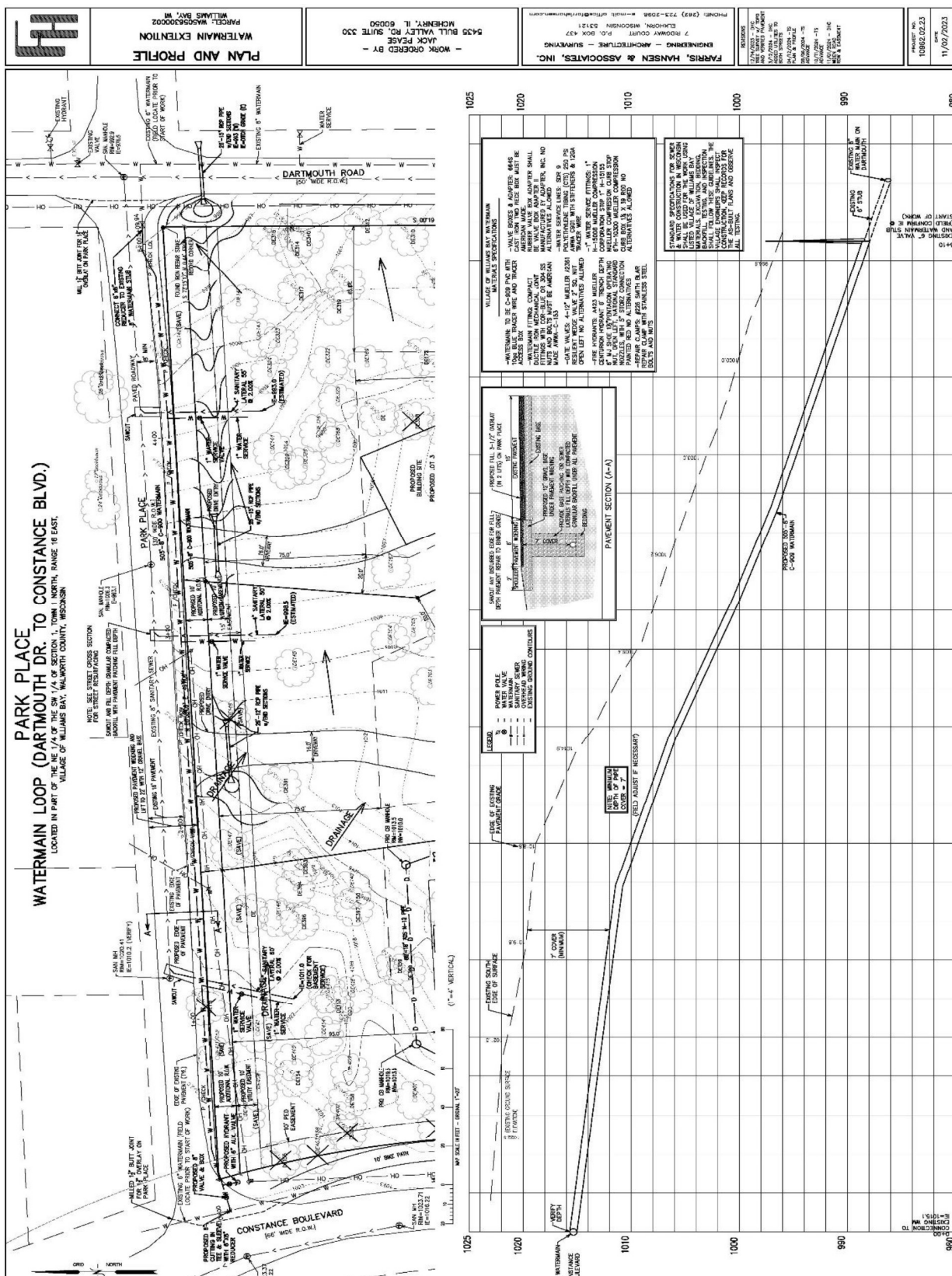


THIS INSTRUMENT DRAFTED
BY CHRISTOPHER A. HODGES

PROJECT: 10982.02.23
DATE: 10/29/2024 REV: 12/18/2024
SHEET 1 OF 3 SHEETS



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3.8 Tree Inventory, Tag and Condition Report

DARTMOUTH PROPERTIES WILLIAMS BAY

Tag #	DBH, Inches	SPECIES	LCR%	CONDITION	Definitions
18	22	Red Oak	85	3	1 Best
33	14	Walnut	95	3	
34	30	White Oak	90	2	
36	28	Red Oak	80	3	2 Good
38	18	White Oak	75	3	3 Fair
39	14	White Oak	80	3	Diameter Breast Height LCR% Percent of Live Canopy
40	24	Red Oak	60	3-4	
41	12	Red Oak	70	3-4	
42	18	Red Oak	80	3	
43	12	Norway Maple	95	2	
44	18	Walnut	85	3	
111	36	Red Oak	85	3	
112	32	Red Oak	65	3	
113	24	White Oak	85	3	
117	24	Red Oak	70	3	
118	16	Red Oak	80	3	Alliant to cut away from lines before removal
119	20	Red Oak	80	2	
121	30"	Dead		5	
124	18	Red Oak	65	3-4	
126	24	Red Oak	90	2	
140	14	White Oak	95	2	
141	18	Black Cherry	75	3	
142	12x8	Norway Maple	95	2	
143	22	Red Oak	80	3	
144	14	Norway Maple	95	1	

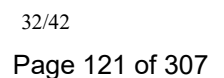
145	26	Walnut	95	1
146	18	Black Cherry	60	3
147	12	Hackberry	95	1
148	16	Walnut	90	3
149	14	Walnut	95	2
150	20	Walnut	90	2
151	25	Walnut	85	3
153	16	Linden	95	1
154	10	Hackberry	95	1
155	20	Walnut	95	2
156	20	Walnut	95	2
157	Multi-stem	Linden	95	2
158	12x12	Linden	95	2
159	24	Walnut	90	3
		Shagbark		
160	12	Hickory	95	1
161	16	Norway Maple	95	1
162	20	Norway Maple	95	1
163	24	Norway Maple	90	2
164	24	Black Cherry	90	2
165	24	Black Cherry	75	3
166	12	Black Cherry	90	2
167	22	Black Cherry	90	2
168	22	Red Oak	90	3
		Shagbark		
169	25	Hickory	95	2
170	28	White Oak	85	3
171	10	Red Oak	95	2
172	18	Red Oak	95	2
173	12	Black Cherry	90	3
		Shagbark		
174	16	Hickory	95	2
		Shagbark		
175	8	Hickory	95	1
176	20	White Oak	95	2

177	20	White Oak	95	2
178	22	Red Oak	95	2
179	10	Black Cherry	95	1
180	24	White Oak	95	2
181	18"	Shagbark Hickory	95	1
182	36	Red Oak	90	2
183	16	Norway Maple	95	2
184	36	White Oak	85	2
185	16	Black Cherry	85	2
186	18	Norway Maple	90	2
187	19	White Oak	90	3
188	24	White Oak	70	3
189	24	Norway Maple	85	3
190	20	Norway Maple	90	2
192	14	Norway Maple	85	2
193	18	Red Oak	90	3
194	16	Norway Maple	95	2
195	24	White Oak	70	3
197	18	White Oak	95	2
198	16	White Oak	95	3
292	22	Red Oak	80	3
293	36	Red Oak	85	2
294	25	Red Oak	85	3
295	20	White Oak	80	3
296	10	Shagbark Hickory	95	2
297	12	Shagbark Hickory	95	2
298	10x10	Shagbark Hickory	95	2
299	22	White Oak	80	3
300	18	Shagbark Hickory	95	2
302	26"	Red Oak	90	2

304	10X6	Shagbark Hickory	95	2	DBH
306	10	Shagbark Hickory	95	1	
308	12	White Oak	95	2	
309	12x12	Shagbark Hickory	95	2	
310	36"	White Oak	90	3	
312	18	Norway Maple	85	3	
314		dead		Remove	
315		dead		Remove	
317	20	Red Oak	75	3	
319	20	Red Oak	90	3	
320	18	Walnut	90	3	
322	18	Red Oak	90	3	
323	18	Red Oak	90	2	
324	20	White Oak	70	3	
325	28"	Red Oak	85	3	
326	22	Red Oak	85	3	
328	18	Red Oak	90	2	
329	18	Elm	75	3	
340	30	White Oak	95	2	
342	32x32	Red Oak	90	2	
343	26	White Oak	95	2	
344	28	White Oak	90	2	
344	24	White Oak	95	2	
346	32	White Oak	90	2	
346	28	White Oak	95	2	
347	28	White Oak	95	2	
347	23	White Oak	90	2	
350	18x24	Shagbark Hickory	95	3	
351	24	Red Oak	75	2	
352	22	White Oak	85	3	
353	28	White Oak	95	2	

355	18	Red Oak	95	2
357	25	Red Oak	95	2
359	24	Red Oak	95	2
376	16	Red Oak	95	2
		Shagbark		
377	16	Hickory	95	2
381	30	White Oak	90	2
388	24	Norway Maple	85	2
389	16	Red Oak	90	3
391	32	Walnut	95	1
393	28	Walnut	90	2
394	16	Walnut	85	3
396	28	Walnut	60	3-4
399	24	Walnut	95	2
400	18	Walnut	90	2
401	22	Walnut	95	2
402	18	Walnut	95	2
407	16	Walnut	90	3
408	12	Walnut	90	3
409	12	Walnut	85	3
410	12	Elm	80	3
413	14	Walnut	95	3
414	18	Walnut	80	3
415	16	Walnut	85	3
416	18	Walnut	85	3
414	16	Walnut	90	3

ParkPlace\CSM\VillageofWilliamsBay

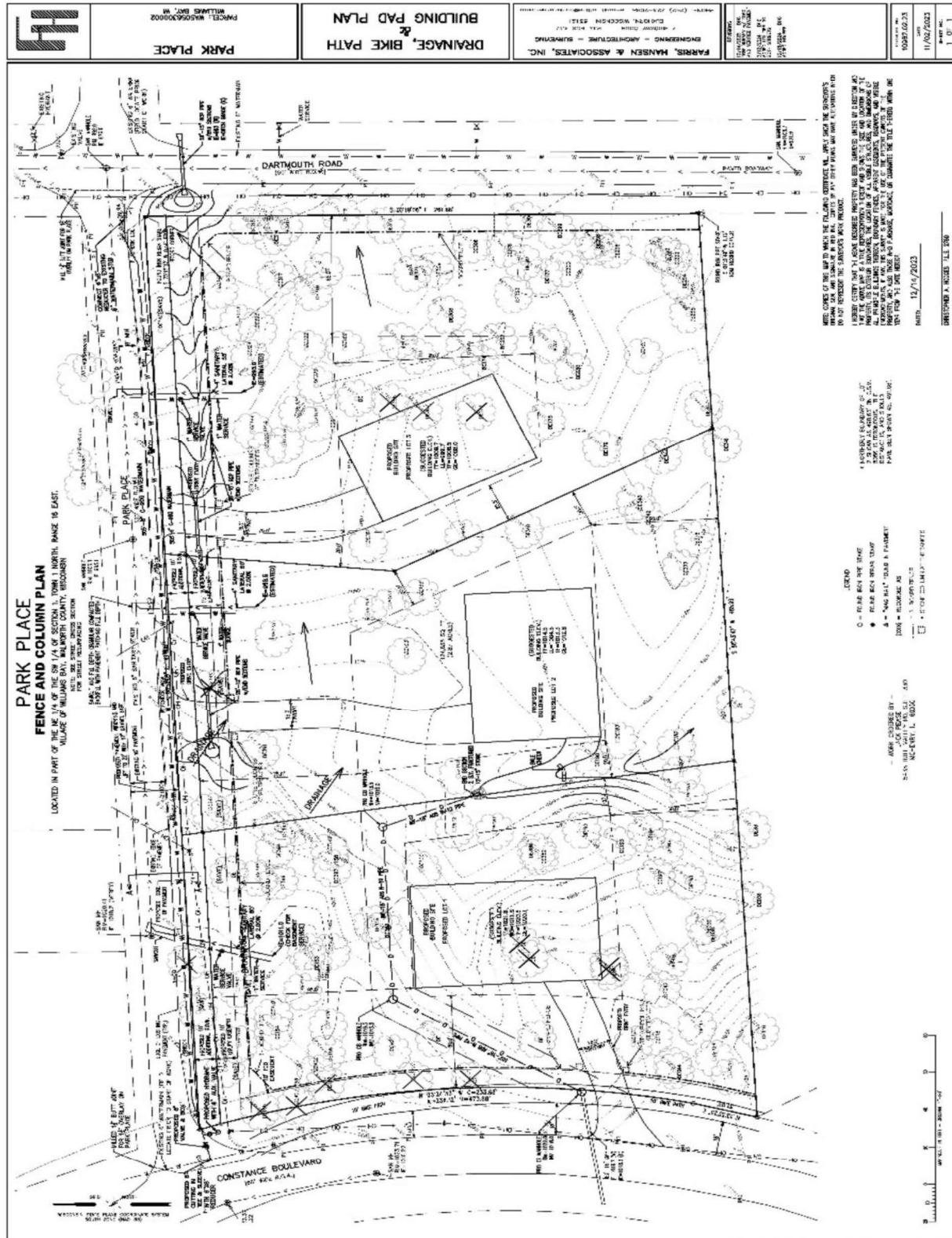


3.10 Tree Replacement Plan





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3.13 Forest Enhancement and Maintenance Plan

FOREST ENHANCEMENT & MAINTENANCE PLAN

THE PLAN IS TO BUILD ESTATE HOMES ON SPACIOUS WOODED LOTS WHILE PRESERVING THE NATIVE UPLAND FOREST. ADDITIONAL FOCUS WILL BE ON ENHANCING THE FOREST TO A LEVEL OF THE HIGHEST QUALITY.

THE PLAN

STEP 1: FOREST CLEAN UP.

- A. REMOVE ALL DEAD, DYING, HEAVILY DAMAGED OR UNDESIRABLE TREES.
- B. GRIND AND REMOVE STUMPS.
- C. BRUSH HOG FORREST FLOOR OF UNDESIRABLE UNDERBRUSH WHILE LEAVING THE NATIVE GRASSES AND FORBS.

STEP 2: DEVELOP AND SITE PLAN WHICH LOCATES THE HOMES ON LARGE PARCELS WHILE LEAVING THE FOREST WITH MINIMAL IMPACT.

STEP 3: BUILD THE HOMES WITH PROTECTIVE MEASURES TO KEEP OUT OF DRIP LINES OF EXISTING TREES.

STEP 4: LANDSCAPE THE HOMES USING NATURAL SHRUB AND PERENIAL BEDS NEXT TO THE HOMES. ONLY HAVE A MINIMAL BLUE GRASS LAWN ADJACENT TO THE HOMES.

STEP 5: THE BALANCE OF EACH LOT CAN THEN BE ENHANCED BY PLANTING ADDITIONAL INDIGENOUS TREES AND THE NATIVE FLOOR WITH FORBS AND WILDFLOWERS.

STEP 6: AFTER HOMES ARE COMPLETE, THE NATIVE PORTION OF EACH PARCEL WILL BE MAINTAINED.

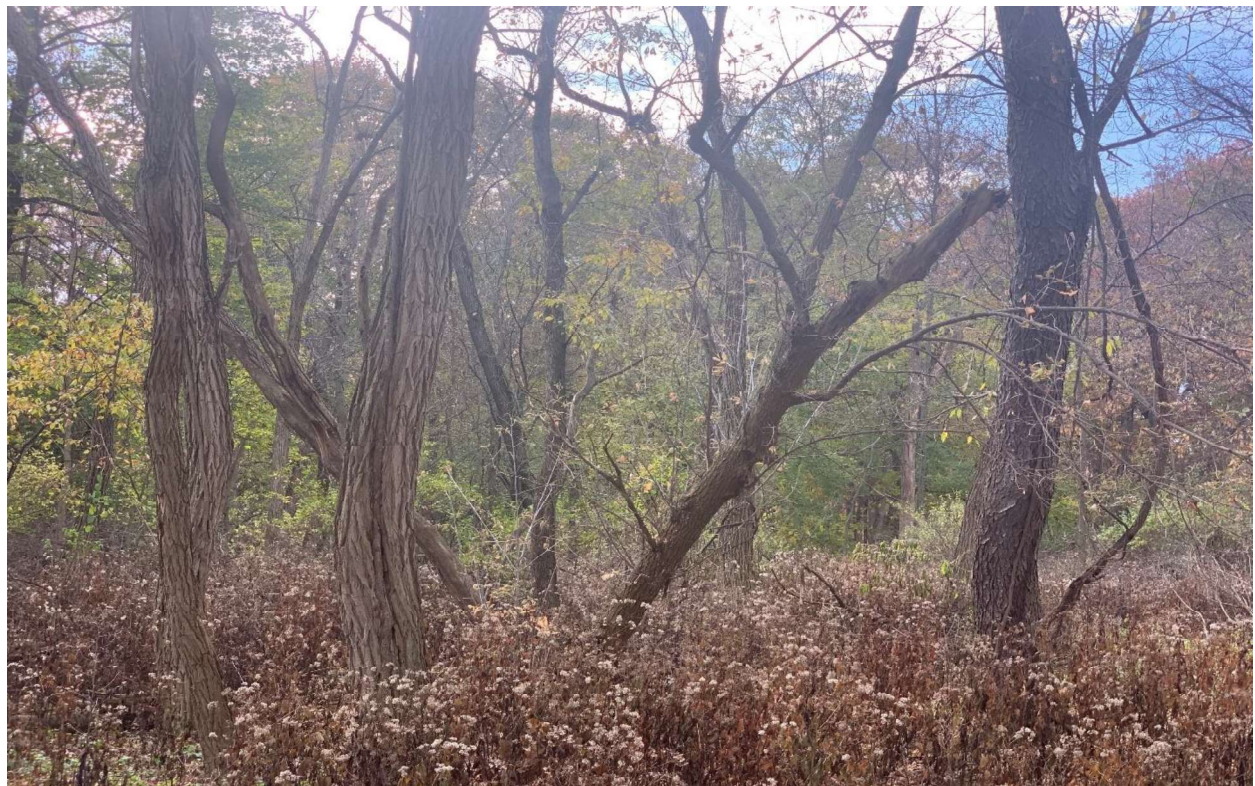
AS FOLLOWS:

- A. TRIM DEAD BRANCHES AS REQUIRED.
- B. PICKUP BRANCH DEBRIS AND REMOVE FROM FOREST FLOOR.
- C. ONCE DURING MAY, AUGUST, AND OCTOBER, COMPLETE A CLEAN UP INCLUDING MOWING THE FOREST FLOOR HIGH ENOUGH TO CONTROL UNDERBRUSH WHILE HIGH ENOUGH TO ENCOURAGE THE GROWTH OF NATIVE GRASSES, FORBS AND WILDFLOWERS.

3.14 Before/After Forest Enhancement Photos



BEFORE FOREST ENHANCEMENT OPERATIONS





AFTER ENHANCEMENT OPERATIONS



3.15 Existing & Proposed Project Photos



PROPOSED PARK PLACE, WILLIAMS BAY, WISCONSIN



3.16 Proposed Fence & Stone Column Photos



PROPOSED 3 BOARD FENCE



STONE COLUMN - W3650 SNAKE ROAD, LAKE GENEVA, WISCONSIN

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VILLAGE OF WILLIAMS BAY

Office of the Zoning Administrator

Evaluation Report

April 8, 2025

Village of Williams Bay and Town of Geneva Extraterritorial Zoning Board

March 28, 2025

APPLICANTS: Inns of Geneva National, LLC (Owner), Paloma Geneva National (Applicant)

TAX KEY: JGN 6000001, Geneva Township

STREET ADDRESS: 1091 Hidden Cottage Circle, Town of Geneva, Walworth County, Wisconsin

The applicant requests an amendment to a Conditional Use Permit per 390.1714, *Conditional Use Permit* and 390.1703.V, B-5, *ETZ Planned Commercial-Recreation Business District* to change one of the buildings containing 16 sleeping units to four (4) cottage style buildings containing 16 sleeping units (each cottage has 4 bedrooms).

One of the four buildings is within Williams Bay extraterritorial zoning jurisdiction, and three of the buildings are within Walworth County zoning jurisdiction.

The Town of Geneva recommended approval of this request (see letter dated January 14, 2025).

Walworth County approved the amendment on January 16, 2025.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator

CONDITIONAL USE PERMIT AMENDMENT APPLICATION
INNS OF GENEVA NATIONAL
TOWN OF GENEVA, WALWORTH COUNTY, WI

Prepared for:
Garth L. Chambers
Paloma Geneva National
1221 Geneva National Avenue
South
Lake Geneva, WI 53147

Prepared By:
Vierbicher
999 Fourier Drive, Suite 201
Madison, WI 53717

Prepared for Walworth County:
December 29, 2024
Prepared for Williams Bay:
February 3rd, 2025

Project #240248

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1.7 Parking	
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1.0 Narrative

NARRATIVE

1.1 Overview:

Geneva National Resort and Club (the “Club”) owns approximately 133 acres of land. The Club is located within the Geneva National Community consisting of 1,200 homes in the Town of Geneva, WI. The Club includes a Clubhouse, 3 championship golf courses, multiple restaurants, events space, and lodging for overnight guests.

The property under this amendment, Geneva National Condominium Unit 60-01 (“Inns Property”), is part of the Geneva National Community (“Geneva National”), situated in the Town of Geneva, Walworth County, Wisconsin, and is zoned B-5, Planned Commercial Recreation Business District (“B-5 District”), under the Walworth County Shoreland Zoning Ordinance and the Walworth County Zoning Ordinance (collectively, “Zoning Ordinance”). Pursuant to a Conditional Use Permit issued by Walworth County on July 25, 1989, and all subsequent amendments thereto (collectively, “CUP”).

Among the uses granted under the CUP are a “limited-service hotel/motel with up to 125 sleeping rooms,” as Condition Number 6, and an “all-suite conference center, consisting of up to 120 units,” as Condition Number 5 (“Conference Center”) for a total of 245 permitted sleeping units. According to Land Use and Resource Management Staff, a concept map/plan submitted with the original rezone petition and CUP application for Geneva National identifies (i) the Inns Property and (ii) certain real property, Geneva National Condominium 60-02 (“Clubhouse Property”), owned by an affiliate of Inns, Paloma Geneva National, LLC (“Paloma”), collectively as the “Clubhouse Conference Center,” on which the 245 permitted sleeping units are to be located.

The Inns Property had contained 36 sleeping units of the Conference Center in six buildings. In 2018, the Walworth County Zoning Agency, the Town of Geneva, and the Village of Williams Bay agreed to amend the CUP for the Inns Property and the Clubhouse Property by adding 5 buildings containing 84 additional sleeping units to the existing 36 sleeping units for a total of 120 sleeping units and related parking to be constructed as part of the Conference Center.

The Inns Property currently contains 68 sleeping units of the Conference Center consisting of 8 buildings and other improvements. To encourage greater use of the golf courses, the clubhouse and the sleeping units, particularly by groups such as businesses, conventioners, weddings, and family reunions, Inns is introducing “cottage style” overnight stay accommodations on the Inns Property, as envisioned under the CUP.

To better accommodate the demands of today’s traveling golf groups, the Inns submits this amendment to change one of the 5 buildings containing 16 sleeping units under the existing CUP to four (4) cottage style buildings containing 16 sleeping units (each cottage has 4 bedrooms). As reflected in the attached site plan. A four-bedroom cottage is the ideal bedroom count and program for the discerning golf traveling group. The proposed cottage style buildings would be located in the same location as the approved 16-unit building. This modification does not change the total number of sleeping units approved under the current CUP and all other improvements and parking requirements remain the same.

1.2 Site Plan:

See Section 2.0 (Site Plans) for the location and layout of four (4) new cottage style buildings and associated parking.

1.3 Highway Access Locations:

The project site has highway two highway access locations. One is west of the site to State Route 50 via Geneva National Ave W and one is north of the site to Petrie Road via the Avenue of Champions and Geneva National Ave N. Both access locations have gate houses into the Geneva National property.

1.4 Drainage Plan:

Drainage improvements will be included in the project to convey and manage stormwater created both within the project area and around four (4) of the existing golf cottages. Stormwater will be conveyed southwest of the existing cottages into a proposed stormwater management facility that will discharge into a nearby wetland. The proposed stormwater design will improve existing drainage issues experienced at the existing four golf cottages. See Preliminary Grading and Drainage Plan.

1.5 Operational Plan:

Existing operations will service the new units. No additional support required with centralized existing services.

1.6 Number of Users to be accommodated:

There will be 16 new units (4 – 4 unit inns buildings).

1.7 Parking:

Exhibit 2.2 shows a total of 32 surface parking stalls and 8 garage spaces a total of 40 parking stalls to serve the 24 existing units (4 – 6 unit cottages) and the 16 proposed units (4 – 4 unit inns buildings).

2.0 Williams Bay CUP Application



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:

Fee Paid:

Physical Address of Site:

1091 Hidden Cottage Circle, Lake Geneva
WI, 53147

Tax Parcel Number:

XGN 600001

Project or Development Name:

INNS OF GENEVA NATIONAL

Applicant

Name: PRIMA GENEVA NATIONAL
Mailing Address: 1221 Geneva National Ave, South
Lake Geneva, WI 53147
eMail: glchambers@gnresort.com
Phone: 262-245-7000

Owner of Site

Name: INNS OF GENEVA NATIONAL, LLC
Mailing Address: 1221 Geneva National Ave, South
Lake Geneva, WI 53147
eMail: _____
Phone: 262-245-7000

Legal Representative

Name: _____
Mailing Address: _____
eMail: _____
Phone: _____

Architect, Engineer, Contractor

Name: Vierbicher Engineers
Mailing Address: 999 Fourier Drive, Suite 201
Madison, WI 53717
eMail: spare@vierbicher.com

Phone: 262-408-5659

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

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

Current Zoning of Site: B-5 Current Overlay Districts of Site: ETZ

Proposed Zoning of Site: B-5

Proposed type of structure or use: 4 detached cottages each with 4 bedrooms in each building

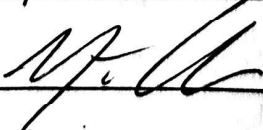
Proposed use of structure or site: Overnight Accommodations

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):

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

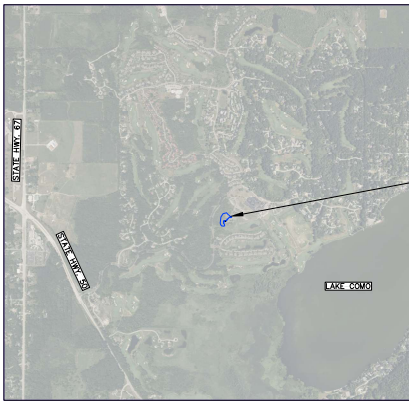
Statement showing compatibility of proposed zoning district and/or proposed use with adjacent properties and neighborhoods (Attach separate sheet if additional space is needed):

Print Applicant's Name: GARTHA CHAMBERS

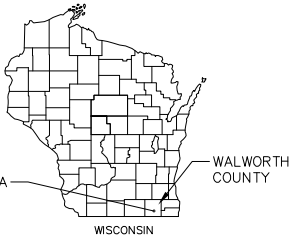
Signature of Applicant:  Date: _____

3.0 Preliminary Plan Set

INNS OF GENEVA NATIONAL
PRELIMINARY PLAN SET
TOWN OF GENEVA, WALWORTH COUNTY, WI
ALL SHEETS ARE HALF SCALE



PROJECT LOCATION



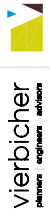
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	EXISTING CONDITIONS OVERVIEW
3	PRELIMINARY SITE PLAN OVERVIEW
4	PRELIMINARY SITE PLAN
5	PRELIMINARY GRADING AND DRAINAGE PLAN



THE LOCATION OF EXISTING UTILITIES, BOTH UNDERGROUND AND OVERHEAD ARE APPROXIMATE ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE SHOWN ON THESE PLANS OR NOT BEFORE COMMENCING WORK, AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.

CALL DIGGER'S HOTLINE
1-800-242-0511

NOT FOR CONSTRUCTION



TITLE SHEET

Inns of Geneva National
Geneva National Golf Resort
Town of Geneva, Walworth County, Wisconsin

DATE	REVISIONS		REVISIONS	
	NO.	DATE	NO.	DATE
				</

DATE	12/29/2024
DESIGNER	SPM
DRAWN	AKS
CHECKED	AKS
PROJECT NO.	240608
SHEET	1 OF 5

4.0 2018 Walworth County CUP Approval



Land Use and Resource
Management Department

NAME: Inns of Geneva National, LLC and
Paloma Hotel Management, LLC

TOWN: Geneva

The property owner is requesting to rezone approximately 3.60 acres of B-5 Planned Commercial-Recreation Business District and C-4 and C-1 Lowland Resource Conservation Districts (shoreland and non-shoreland wetlands) to the B-5, C-1 and C-4 Districts in order to match wetland boundaries to delineated field conditions. The rezoning is accompanied by a petition to amend an existing conditional use for the units of the approved conference center to be served by shared parking and to allow outdoor food and beverage during lawn activities. The property owner is requesting conditional use approval to allow shared parking between the units within a condominium. The petition includes a request to reduce the required parking by as much as 40 percent (29% shown on the site plan) due to the same guests using the facilities at the same time between the condominium units. The shared parking requires a 29% or 169 parking space parking lot area to be located and deed restricted as Banked Area for Future Parking should the shared parking agreement get dissolved and the total required parking therefore become required to be installed.

Parts of Tax Parcels JG 4200001 through 9 and 16 and 17; and J GN5300001N through 81N and J GN5300001S through 116S.

Has been APPROVED subject to the following conditions:

General:

1. The conditional use is amended for approval of shared parking, outdoor food and beverage during outdoor lawn activities and modification of the building locations and interior setbacks as a PRD in the B-5 District as per plan submitted meeting all additional conditions.
2. All parking must occur in the areas identified on the approved plan. Parking must meet with requirements of the county zoning ordinance including the Shared Parking requirements. All parking must be graded and surfaced so as to be dust free. All parking must be in compliance with County requirements prior to use of this approval.
3. The site plan must show land banked reserved area to balance the required parking. The shared parking banked area shall occur on the common element and shall be deed restricted from further use so long as parking is shared between the individual owned units. This Planned Residential Development conditional use is approved as condominium subject to a condominium declaration. The proper preservation, care and maintenance by the original and all subsequent owners of the exterior design of the condominium and all common structures, facilities, essential services, access and open spaces shall be assured by deed restriction referencing the condominium declaration.

100 West Walworth Street
P.O. Box 1001
Room 222
Elkhorn, WI 53121
Planning/Zoning/Sanitation/
Conservation Divisions
262.741.4972 tel
262.741.4974 fax
262.741.4973 fax

4. The applicant must obtain a Land Disturbance, Erosion Control & Stormwater approval from Land Conservation Office prior to construction if required by Section 26 of the Walworth County Code of Ordinances. The construction activities of this development must comply with the Walworth County Land Disturbance, Erosion Control and Stormwater Management standards contained in Section 26 of the Walworth County Code of Ordinances. All grading must be conducted consistent with the approved Land Disturbance Erosion Control and Stormwater Management plan. All topsoil generated from the site must be evenly distributed back onto the site on the areas from which it was removed or in areas in need of the topsoil. No soil may be removed from the site without County approval. An operation and maintenance plan for each stormwater best management practice must be prepared and included in the covenants and restrictions or other documents governing this development. The plat prepared for this development must show the location and label each stormwater best management practice planned to serve the development.
5. The conditional use approval provides for interior setback modification for all setbacks as shown on the approved plan.
6. The outdoor patio and lawn areas shall be use from May 1st to October 31st of each year. Hours of operation on the patio shall be 9:00 a.m. to 11:00 p.m.
7. The conditional use approval shall allow for outdoor food and beverage in the outdoor activities areas identified on the site plan. All outdoor seating and all outdoor food and beverage consumption must be on the patio and lawn areas or within the designated outdoor area as specified on approved conditional use plans according to the plans of operation.
8. The patios must meet with the commercial building code including all proposed lighting. Open flame tiki torches may not be used as lighting.
9. If the Land Management Department determines that changes in either the character of the use or the intensity of the use are not consistent with this approval, then those changes must be brought before the County Zoning Agency for approval.
10. Failure to actively exercise this conditional use within three years of the approval date shall result in automatic dismissal without prejudice. The property owner may request a time extension for actively exercising the conditional use. A time extension for actively exercising the conditional use must be requested in writing during the original three year period. Any extension requested during the three year active exercise period greater than one year beyond the original three year period shall require additional Town and County committee approvals.

Specific:

11. The parking shown for the golf course, club house and sales academy are insufficient and must rely on shared parking with the neighboring condo unit. The calculation of the required parking indicates 581 parking stalls required with 412 stalls (including the 106 from the east parking lot) designated on the site plan for a requested shared parking reduction of 29% (169 stalls). The project plan must show the 29% reduction (169 parking stall) as a land bank reserve area in the common element of the condominium in order to qualify for the shared parking reduction. The 169 stall parking lot must be shown meeting size, access and setback standards in the common element and be dedicated as reserve area for parking but would not be required to be installed unless shared parking as shown on the approved plan is dissolved between the sharing property unit owners.
12. Any changes of the future main conference center building as approved to a golf stay and play club house will require additional conditional use review.
13. There shall be no fill allowed in the 75 foot shoreyard setback area for construction of stormwater basins to serve the development.
14. The development must comply with all requirement of the Walworth County Conservation Office Preliminary Stormwater Review Letter dated March 13, 2018 and revised April 11, 2018.

Dated this 24th day of April, 2018



COUNTY ZONING AGENCY
TIM BRELLENTHIN, CHAIRMAN

cc: Atty James P. Howe, GODFREY LEIBSLE BLACKBOURN & HOWARTH
354 Seymour Court, Elkhorn, WI 53121
Town of Geneva, Joseph F. Kopecky, Chairman, N3496 Como Road, Lake Geneva, WI 53147
Town of Geneva, Debra L. Kirch, Clerk, N3496 Como Road, Lake Geneva, WI 53147

GENEVA NATIONAL CONDOMINIUM NO. 60
WALWORTH COUNTY, WISCONSIN
LOCATED IN PART OF THE NORTHWEST 1/4,
SOUTHWEST 1/4, and SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 29, AND PART OF
THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF
SECTION 30, TOWN 2 NORTH, RANGE 17 EAST,
WALWORTH COUNTY, WISCONSIN

LEGAL DESCRIPTION:
Being all of Geneva National Condominium No. 42, all of Geneva National Condominium No. 42 Addendum No 1,
Geneva National Condominium No. 53N, Geneva National Condominium No. 53S, part of Geneva National
Condominium 44 and Units 28-01, 28-02, 28-05 and 28-06 of the Amended & Restated Condominium Plat for
Geneva National Condominium No. 28, all located in part of the Northwest $\frac{1}{4}$ Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the
Southwest $\frac{1}{4}$ of Section 29, and part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Town 2 North, Range 17
East, Walworth County, Wisconsin, more particularly described as follows:

Beginning at the most northerly corner of Geneva National Condominium No. 28 recorded as Document 28939,
Volume 629, Page 3891 in the Walworth County Register of Deeds office; thence along the Southerly line of

on a curve; thence with said curve to the left a length of 125.84', said curve having a radius of 858.00', a chord that

the south line of Geneva National Avenue; thence with said curve to the right a length of 384.95', said curve having

distance of 185.56' to a point on a curve; thence with said curve to the right a length of 167.37', said curve having a

distance of 74.27' to a point on a curve; thence with said curve to the left a length of 102.09', said curve having a

distance of 331.79' to a point on a curve; thence with said curve of the right a length of 266.13', said curve having a

distance of 29.44' to the point of beginning. Said Condominium contains 959,646 S.F., 22.03 acres more or less.

SURVEYORS CERTIFICATE:
I hereby certify that at the direction of Geneva National Development
Corporation No. 42, Inc., A Wisconsin Corporation, which is the declarant in the
Condominium Declaration, this Plat has been prepared and that this Plat is a
correct representation of the Condominium described to the best of my
professional knowledge and belief and that the identification and location of
each unit and the common elements can be determined from the Plat.

Dated this _____ day of _____, 2018.

LAST REVISED: 6/7/2018
DATE: 03/21/2018
SHEET 2 OF 2

INSTRUMENT DRAFTED BY: PAUL H. VAN HENKELUM, R.L.S., S-1931

5.0 2018 Wetlands Report



Wetland & Waterway Consulting, LLC

Dave Meyer

S83 W23915 Artesian Avenue • Big Bend, WI 53103

262-719-4286 • Fax 262-364-2197

E-Mail • dave@wetlandwi.com

12-30-17

Mr. Garth Chambers
Paloma Geneva National, LLC
1221 Geneva National Ave. South
Lake Geneva, WI 53147

Dear Mr. Chambers:

Wetland & Waterway Consulting (WWC) has conducted a wetland delineation on property located in Secs. 29 and 30, T2N, R17E, Town of Geneva, Walworth County. The delineation was conducted on 10-12-17 at your request. This site is under consideration for future development; therefore, location of the wetlands prior to construction is necessary. The purpose of the delineation was to identify and flag all wetlands within the boundaries identified on the attached maps.

Investigator

Dave Meyer, lead delineator, is an independent environmental consultant providing wetland delineations, environmental permitting services, site assessments, and planning advice. He obtained a master's degree in Natural Resources Management from Southern Illinois University-Carbondale in 1977. Mr. Meyer has held technical and administrative positions in wetland and water resources specialties with the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers. He has satisfactorily completed the Reg IV Wetland Delineation training offered by the U.S. Army Corps of Engineers, the Advanced Wetland Delineation training conducted by the University of Wisconsin-LaCrosse in 2002 and 2007, the USACOE/WIDNR 1987 Wetland Delineation Manual Midwest Region Supplement Training in 2009, the USACOE/WIDNR 1987 Wetland Delineation Manual Northcentral/Northeast Region Supplement Training in 2010, the Basic Hydric Soil ID training conducted by the University of Wisconsin-LaCrosse in 2011, the Wetland Training Institute's Advanced Hydrology for Jurisdictional Determinations in 2016, and the SEWRPC Environmental Corridor Delineation Workshops in 2004 and 2015. Mr. Meyer is recognized by the Wisconsin Department of Natural Resources as an Assured Delineator.

Methods

The site visit was conducted according to the guidelines identified in the U.S. Army Corps of Engineers' 1987 manual and the Northcentral/Northeast Regional Supplement. The plot size used was a 30 foot radius circle for trees, shrub/saplings, and woody vines, and a 5 foot radius circle for herbaceous vegetation. Resources utilized in the investigation included the NRCS county soil survey, Wisconsin Wetland Inventory mapping, topo mapping, aerial photos, county plat mapping, *The Vegetation of Wisconsin*, *Wetland Plants and Plant Communities of Minnesota and Wisconsin – 3rd Edition*, *A Field Guide to Wildflowers of Northeastern and Northcentral North America*, and *Plants of the Chicago Region*. Sampling points were located in the areas that exhibited wetland characteristics as well as upland characteristics. Data was collected on the vegetation, soils, and hydrology at each sampling point. The wetlands were identified using the technical approach described in the USACOE 1987 Manual. The

wetland boundary was flagged using breaks in topography, transitions between hydric and upland vegetation, identification of wetland hydrology, and the presence of hydric soils. Roadside ditches were identified if they displayed hydric vegetation. Flags were placed in the middle of the ditches at their beginning and ending points for the surveyor to locate. If the ditch was very long or had unusual bends or turns in it, additional flags were placed within the central parts of the ditch to assist in its location. The flags were located in the field by a registered land surveyor and a wetland map was produced which identifies all flagged wetland complexes and ditches within the subject boundaries. Refer to the wetland map attached to the end of this report for locations.

Results and Discussion

* This approximately 5.77 acre vacant site is situated on the south side of Geneva National Avenue on the Geneva National Condominiums property. The majority of the site is occupied by a wet depressional basin with an unnamed creek flowing parallel to the northern boundary. The creek ranges between 2 and 4 feet wide with a sand and gravel substrate. The water levels were a maximum of 6 inches at the time of the delineation. See Photo E. The wetland complex is bordered by stands of upland hardwood trees and shrubs on the west, south, and east sides and by mowed and maintained lawn on the north. Condominiums are present offsite along the eastern boundary of the subject parcel.

* This site has not been previously delineated.

* The soil types mapped within the project boundaries are Miami loam (MwC2, MwD2), Miami silt loam (MyB), Palms muck (Pa), and Pella silt loam (Ph).

* No roadside ditches are present within the subject parcel boundaries. The ROW along the entire distance of the south side of Geneva National Avenue slopes down to the wetland complex at between 10% and 20% slopes. The ROW along the west side of Hidden Cottage Circle is flat and does not have any ditch present.

* The Wisconsin Wetland Inventory map shows an S3K wetland occupying the center of the subject site. The actual wetland boundaries that were found and flagged included all of this area as well as additional area to the south and east as shown on the attached wetland map. This complex also extends offsite to the south for undetermined distances.

*** The following wetland complex was flagged and is present on the parcel:**

A 3.06 acre wetland complex occupies the majority of this site. It consists of a stand of lowland hardwood trees and shrubs (DP #'s 2 and 4), sedge meadow with scattered shrubs (DP #6), and shallow water marsh (DP #8). Soil types mapped within the wetland are Pella silt loam and Palms muck. Flags were placed around the topo break along the upper edge of the depressional basin which coordinated well with discernable shifts in vegetation, hydrology, and soils from hydric to upland conditions. See Photos A and D.

Dominant vegetation at DP #'s 2 and 4 is common buckthorn, green ash, black willow, and black walnut in the tree stratum; common buckthorn, Bell's honeysuckle, red osier dogwood, and glossy buckthorn in the sapling/shrub stratum; and white snakeroot, grassleaf goldenrod, green ash, and clearweed in the herbaceous stratum. Soils meet the F3, A11, and A12 indicators. Hydrology indicators present are High Water Table, Saturation, Geomorphic Position, and the FAC-Neutral Test.

Dominant vegetation at DP #6 is red osier dogwood in the sapling/shrub stratum and lake sedge in the herbaceous stratum. Soils meet the A1 and A3 indicators. Hydrology indicators present are High Water Table, Saturation, Geomorphic Position, and the FAC-Neutral Test.

Dominant vegetation at DP #8 is red osier dogwood in the sapling/shrub stratum and narrowleaf cattail in the herbaceous stratum. Soils meet the F3 and A11 indicators. Hydrology indicators present are High Water Table, Saturation, Geomorphic Position, and the FAC-Neutral Test.

The adjacent upland areas surrounding the perimeter of the wetland consist of stands of upland hardwood trees and shrubs (DP #'s 1, 3, and 5) and mowed lawn (DP #7).

Dominant vegetation in the upland hardwood stands is mulberry, black cherry, shagbark hickory, and white oak in the tree stratum; Bell's honeysuckle and common buckthorn in the sapling/shrub stratum; and Pennsylvania sedge, white snakeroot, white avens, green ash, and Kentucky bluegrass in the herbaceous stratum. At DP #1 the soils meet the A11 soil indicators. However, neither vegetation nor hydrology indicators are present. At DP #3 vegetative indicators are present, but soil and hydrology indicators are not present. At DP #5 indicators are not present in the vegetative, soil, and hydrology parameters. See Photo B.

The mowed lawn area on the north side of the site is dominated by Kentucky bluegrass and tall fescue. Neither soil nor hydrology indicators are present. See Photo C.

Precipitation Data

Precipitation data from the websites of the USDA Natural Resource Conservation Service, the National Oceanic and Atmospheric Administration (NOAA), and Burlington WETS station W11205 was examined. This antecedent data was reviewed and considered while making determinations concerning the presence and/or absence of wetlands during the field investigation.

Because the antecedent precipitation was drier than normal, direct observation of saturated soils and/or water standing on the surface was not expected. Other primary indicators as well as the secondary indicators were searched for in order to provide evidence of hydrology.

Note that when a site is delineated in the first half of the month, the previous 3 months are taken into consideration.

Condition Value Dry = 1 Normal = 2 Wet = 3

	Month	Normal	3 yrs. In 10 less than	3 yrs. In 10 more than	Observed precip.	Condition dry, wet, normal	Condition value	Month weight value	Product of previous two columns
1st prior month	September	3.27	1.69	3.99	0.43	dry	1	3	3
2nd prior month	August	4.16	2.92	4.93	2.24	dry	1	2	2
3rd prior month	July	3.77	2.58	4.49	13.93	wet	3	1	3
								sum	8
		If sum is							
		6 - 9	drier than normal						
		10 - 14	normal						
		15 - 18	wetter than normal						

Conclusion

Antecedent precipitation was drier than normal.

Conclusion

The wetland lines staked in the field and referred to in this report are the best estimate of the wetland boundaries based on the conditions present at the time of delineation. The wetlands identified for this report may be subject to federal regulation under the jurisdiction of the U.S. Army Corps of Engineers, state regulation under the jurisdiction of Wisconsin DNR, and local jurisdiction under your local county, town, city, or village. Because this delineation was conducted by Mr. Meyer, an Assured Delineator, obtaining a concurrence letter from the Wisconsin Department of Natural Resources is not necessary. Concurrence with these wetland lines by the U.S. Army Corps of Engineers, however, must be obtained before undertaking any alterations or modifications of this property. Activities affecting wetlands or surface waters may require permits from the U.S. Army Corps of Engineers, the Wisconsin Department of Natural Resources, and local municipal authorities. The client must obtain authorization from all proper

regulatory authorities before altering, modifying, or using the property. If the required authorizations are not obtained, Wetland & Waterway Consulting, LLC shall not be liable or responsible for any resulting damages.

Sincerely,



Dave Meyer

Attachments

1. Data points
2. Soil Survey maps
3. Wisconsin Wetland Inventory map
4. USGS topo map
5. Location map
6. Site photographs
7. Literature cited
8. Delineation checklist
9. Wetland boundary map

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: Geneva National City/County: Walworth Sampling Date: 10-12-17
 Applicant/Owner: _____ State: WI Sampling Point: #111D
 Investigator(s): Meyer Section, Township, Range: Sec. 29+30+24 N 7E
 Landform (hillslope, terrace, etc.): hillslope Local relief (concave, convex, none): convex
 Slope (%): 18 Lat.: _____ Long.: _____ Datum: _____
 Soil Map Unit Name: Miami Silty loam MyB NWI Classification: None
 Are climatic/hydrologic conditions of the site typical for this time of the year? _____ (If no, explain in remarks)
 Are vegetation N, soil N, or hydrology N significantly disturbed? Are "normal
 Are vegetation N, soil N, or hydrology N naturally problematic? circumstances" present? Y
 (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS

Hydrophytic vegetation present? <u>N</u>	Is the sampled area within a wetland? <u>N</u>
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present? <u>N</u>	
If yes, optional wetland site ID: _____	
Remarks: (Explain alternative procedures here or in a separate report.)	

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply) ☐ Surface Water (A1) ☐ Water-Stained Leaves (B9) ☐ High Water Table (A2) ☐ Aquatic Fauna (B13) ☐ Saturation (A3) ☐ Marl Deposits (B15) ☐ Water Marks (B1) ☐ Hydrogen Sulfide Odor (C1) ☐ Sediment Deposits (B2) ☐ Oxidized Rhizospheres on Living ☐ Drift Deposits (B3) ☐ Roots (C3) ☐ Algal Mat or Crust (B4) ☐ Presence of Reduced Iron (C4) ☐ Iron Deposits (B5) ☐ Recent Iron Reduction in Tilled ☐ Inundation Visible on Aerial ☐ Soils (C6) ☐ Imagery (B7) ☐ Thin Muck Surface (C7) ☐ Sparsely Vegetated Concave ☐ Other (Explain in Remarks) ☐ Surface (B8)		Secondary Indicators (minimum of two required) ☐ Surface Soil Cracks (B6) ☐ Drainage Patterns (B10) ☐ Moss Trim Lines (B16) ☐ Dry-Season Water Table (C2) ☐ Crayfish Burrows (C8) ☐ Saturation Visible on Aerial Imagery ☐ (C9) ☐ Stunted or Stressed Plants (D1) ☐ Geomorphic Position (D2) ☐ Shallow Aquitard (D3) ☐ FAC-Neutral Test (D5) ☐ Microtopographic Relief (D4)
Field Observations: Surface water present? Yes ☐ No ☒ Depth (inches): _____ Water table present? Yes ☐ No ☒ Depth (inches): _____ Saturation present? Yes ☐ No ☒ Depth (inches): _____ (includes capillary fringe)		Indicators of wetland hydrology present? <u>N</u>
Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:		
Remarks:		

Sampling Point:

Page 160 of 307

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: Geneva National City/County: Walworth Sampling Date: 10-12-17
 Applicant/Owner: _____ State: WI Sampling Point: #2 wet
 Investigator(s): Meyer Section, Township, Range: Sec. 29+30 T24N R7E
 Landform (hillslope, terrace, etc.): depressional basin Local relief (concave, convex, none): Concave
 Slope (%): 10 Lat.: _____ Long.: _____ Datum: _____
 Soil Map Unit Name: Palm muck Pa NWI Classification: S3K
 Are climatic/hydrologic conditions of the site typical for this time of the year? _____ (If no, explain in remarks)
 Are vegetation N, soil N, or hydrology N significantly disturbed? Are "normal
 Are vegetation N, soil N, or hydrology N naturally problematic? circumstances" present? Y
 (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u>
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present? <u>Y</u>	
Remarks: (Explain alternative procedures here or in a separate report.)	

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply) ☐ Surface Water (A1) ☐ Water-Stained Leaves (B9) ☒ High Water Table (A2) ☐ Aquatic Fauna (B13) ☒ Saturation (A3) ☐ Marl Deposits (B15) ☐ Water Marks (B1) ☐ Hydrogen Sulfide Odor (C1) ☐ Sediment Deposits (B2) ☐ Oxidized Rhizospheres on Living ☐ Drift Deposits (B3) ☐ Roots (C3) ☐ Algal Mat or Crust (B4) ☐ Presence of Reduced Iron (C4) ☐ Iron Deposits (B5) ☐ Recent Iron Reduction in Tilled ☐ Inundation Visible on Aerial ☐ Soils (C6) ☐ Imagery (B7) ☐ Thin Muck Surface (C7) ☐ Sparsely Vegetated Concave ☐ Other (Explain in Remarks) ☐ Surface (B8)		Secondary Indicators (minimum of two required) ☐ Surface Soil Cracks (B6) ☐ Drainage Patterns (B10) ☐ Moss Trim Lines (B16) ☐ Dry-Season Water Table (C2) ☐ Crayfish Burrows (C8) ☐ Saturation Visible on Aerial Imagery ☐ (C9) ☐ Stunted or Stressed Plants (D1) ☒ Geomorphic Position (D2) ☐ Shallow Aquitard (D3) ☐ FAC-Neutral Test (D5) ☐ Microtopographic Relief (D4)
Field Observations: Surface water present? Yes <u>Y</u> No <u>Y</u> Depth (inches): _____ Water table present? Yes <u>Y</u> No <u>Y</u> Depth (inches): <u>17</u> Saturation present? Yes <u>Y</u> No <u>Y</u> Depth (inches): <u>Surface</u> (includes capillary fringe)	Indicators of wetland hydrology present? <u>Y</u>	
Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:		
Remarks:		

VEGETATION - Use scientific names of plants

Sampling Point: 2

50/20 Thresholds				
Tree Stratum	Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status
1	Juglans nigra	10	✓	FACU
2				
3				
4	Rhamnus cathartica	10	✓	FAC
5				
6				
7				
8				
9				
10		20	= Total Cover	

Sapling/Shrub Stratum				
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	
1	Lonicera x bella	15	✓	FACU
2				
3				
4	Rhamnus cathartica	20	✓	FAC
5				
6	Cornus stolonifera	40	✓	FACW
7				
8				
9				
10		75	= Total Cover	

Herb Stratum				
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	
1	Ageratina altissima	50	✓	FACU
2				
3				
4	Rhamnus cathartica	5		FAC
5				
6	Phalaris arundinacea	20		FACW
7				
8	Pilea fontana	20		FACW
9				
10	Euthamia pinnatifida	30	✓	FAC
11				
12	Scirpus atrovirens	10		OBL
13				
14				
15		135	= Total Cover	

Woody Vine Stratum				
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	
1				
2				
3				
4				
5				
			= Total Cover	

50/20 Thresholds		
Tree Stratum	20%	50%
Tree Stratum	2	2
Sapling/Shrub Stratum	2	1
Herb Stratum		2
Woody Vine Stratum		

Dominance Test Worksheet	
Number of Dominant Species that are OBL, FACW, or FAC:	4 (A)
Total Number of Dominant Species Across all Strata:	7 (B)
Percent of Dominant Species that are OBL, FACW, or FAC:	57 (A/B)

Prevalence Index Worksheet	
Total % Cover of:	
OBL species	x 1 =
FACW species	x 2 =
FAC species	x 3 =
FACU species	x 4 =
UPL species	x 5 =
Column totals	(A) (B)
Prevalence Index = B/A =	

Hydrophytic Vegetation Indicators:	
☒ Rapid test for hydrophytic vegetation	
☒ Dominance test is >50%	
☒ Prevalence index is ≤3.0*	
☐ Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)	
☐ Problematic hydrophytic vegetation* (explain)	
*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic	

Definitions of Vegetation Strata:	
Trea - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.	
Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.	
Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.	
Woody vines - All woody vines greater than 3.28 ft in height.	

Hydrophytic vegetation present?	
	Y

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: 2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-13	10YR2/1	100					Silt/loam	
13-24	10YR5/1	85	10YR4/6	15	C	M	clay/loam	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains

**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

- ☐ Histisol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ Depleted Below Dark Surface (A11)
☒ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ Sandy Gleyed Matrix (S4)
☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Dark Surface (S7) (LRR R, MLRA 149B)
- ☐ Polyvalue Below Surface (S8) (LRR R, MLRA 149B)
☐ Thin Dark Surface (S9) (LRR R, MLRA 149B)
☐ Loamy Mucky Mineral (F1) (LRR K, L)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B)
☐ Coast Prairie Redox (A16) (LRR K, L, R)
☐ 5 cm Mucky Peat or Peat (S3) (LRR K, L, R)
☐ Dark Surface (S7) (LRR K, L)
☐ Polyvalue Below Surface (S8) (LRR K, L)
☐ Thin Dark Surface (S9) (LRR K, L)
☐ Iron-Manganese Masses (F12) (LRR K, L, R)
☐ Piedmont Floodplain Soils (F19) (MLRA 149B)
☐ Mesic Spodic (TA6) (MLRA 144A, 145, 149B)
☐ Red Parent Material (TF2)
☐ Very Shallow Dark Surface (TF12)
☐ Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric soil present? Y

Remarks:

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: Geneva National City/County: Walworth State: WI Sampling Date: 10-12-17
 Applicant/Owner: _____ Sampling Point: #36P
 Investigator(s): Meyer Section, Township, Range: Sec. 29+30 T24N R17E
 Landform (hillslope, terrace, etc.): hillslope Local relief (concave, convex, none): convex
 Slope (%): 20 Lat.: _____ Long.: _____ Datum: _____
 Soil Map Unit Name: Miamisilt loam Mx13 NWI Classification: None
 Are climatic/hydrologic conditions of the site typical for this time of the year? _____ (If no, explain in remarks)
 Are vegetation N, soil N, or hydrology N significantly disturbed? Are "normal
 Are vegetation N, soil N, or hydrology N naturally problematic? circumstances" present? Y
 (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>N</u>
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present? <u>N</u>	If yes, optional wetland site ID: _____
Remarks: (Explain alternative procedures here or in a separate report.)	

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply) ☐ Surface Water (A1) ☐ Water-Stained Leaves (B9) ☐ High Water Table (A2) ☐ Aquatic Fauna (B13) ☐ Saturation (A3) ☐ Marl Deposits (B15) ☐ Water Marks (B1) ☐ Hydrogen Sulfide Odor (C1) ☐ Sediment Deposits (B2) ☐ Oxidized Rhizospheres on Living ☐ Drift Deposits (B3) ☐ Roots (C3) ☐ Algal Mat or Crust (B4) ☐ Presence of Reduced Iron (C4) ☐ Iron Deposits (B5) ☐ Recent Iron Reduction in Tilled ☐ Inundation Visible on Aerial ☐ Soils (C6) ☐ Imagery (B7) ☐ Thin Muck Surface (C7) ☐ Sparsely Vegetated Concave ☐ Other (Explain in Remarks) ☐ Surface (B8)		Secondary Indicators (minimum of two required) ☐ Surface Soil Cracks (B6) ☐ Drainage Patterns (B10) ☐ Moss Trim Lines (B16) ☐ Dry-Season Water Table (C2) ☐ Crayfish Burrows (C8) ☐ Saturation Visible on Aerial Imagery ☐ (C9) ☐ Stunted or Stressed Plants (D1) ☐ Geomorphic Position (D2) ☐ Shallow Aquitard (D3) ☒ FAC-Neutral Test (D5) ☐ Microtopographic Relief (D4)
Field Observations: Surface water present? Yes _____ No <u>/</u> Depth (inches): _____ Water table present? Yes _____ No <u>/</u> Depth (inches): _____ Saturation present? Yes _____ No <u>/</u> Depth (inches): _____ (includes capillary fringe)	Indicators of wetland hydrology present? <u>N</u>	
Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:		
Remarks:		

VEGETATION - Use scientific names of plants

Sampling Point: 3

Tree Stratum					50/20 Thresholds	
Tree Stratum	Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	20%	50%
1 <i>Quercus alba</i>		85	✓	FACU		1
2						
3						
4						
5						
6						
7						
8						
9						
10		85	= Total Cover			

Sapling/Shrub Stratum				
Sapling/Shrub Stratum	Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status
1 <i>Rhamnus cathartica</i>		90	✓	FAC
2				
3 <i>Ulmus americana</i>		20		FACW
4				
5				
6				
7				
8				
9				
10		110	= Total Cover	

Herb Stratum				
Herb Stratum	Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status
1 <i>Fraxinus pennsylvanica</i>		10	✓	FACW
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15		10	= Total Cover	

Woody Vine Stratum				
Woody Vine Stratum	Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
			= Total Cover	

50/20 Thresholds	
20%	50%
Tree Stratum	1
Sapling/Shrub Stratum	1
Herb Stratum	1
Woody Vine Stratum	

Dominance Test Worksheet	
Number of Dominant Species that are OBL, FACW, or FAC:	2 (A)
Total Number of Dominant Species Across all Strata:	3 (B)
Percent of Dominant Species that are OBL, FACW, or FAC:	66 (A/B)

Prevalence Index Worksheet	
Total % Cover of:	
OBL species	x 1 =
FACW species	x 2 =
FAC species	x 3 =
FACU species	x 4 =
UPL species	x 5 =
Column totals	(A) (B)
Prevalence Index = B/A =	

Hydrophytic Vegetation Indicators:	
Rapid test for hydrophytic vegetation	
Dominance test is >50%	
Prevalence index is ≤3.0*	
Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)	
Problematic hydrophytic vegetation* (explain)	
*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic	

Definitions of Vegetation Strata:	
Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.	
Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.	
Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.	
Woody vines - All woody vines greater than 3.28 ft in height.	

Hydrophytic vegetation present?	
Y	

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: 3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-9	10YR 3/2	100					silt/loam	
9-15	10YR 4/3	100					silt/loam	
15-24	10YR 3/3	100					silt/loam	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains

**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

- ☐ Histisol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ Sandy Gleyed Matrix (S4)
☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Dark Surface (S7) (LRR R, MLRA 149B)
- ☐ Polyvalue Below Surface (S8) (LRR R, MLRA 149B)
☐ Thin Dark Surface (S9) (LRR R, MLRA 149B)
☐ Loamy Mucky Mineral (F1) (LRR K, L)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B)
☐ Coast Prairie Redox (A16) (LRR K, L, R)
☐ 5 cm Mucky Peat or Peat (S3) (LRR K, L, R)
☐ Dark Surface (S7) (LRR K, L)
☐ Polyvalue Below Surface (S8) (LRR K, L)
☐ Thin Dark Surface (S9) (LRR K, L)
☐ Iron-Manganese Masses (F12) (LRR K, L, R)
☐ Piedmont Floodplain Soils (F19) (MLRA 149B)
☐ Mesic Spodic (TA6) (MLRA 144A, 145, 149B)
☐ Red Parent Material (TF2)
☐ Very Shallow Dark Surface (TF12)
☐ Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric soil present? ✓

Remarks:

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: Geneva National City/County: Walworth Sampling Date: 10-12-17
 Applicant/Owner: _____ State: WI Sampling Point: #9 wet
 Investigator(s): Meyer Section, Township, Range: Sec. 29+30 T24N R17E
 Landform (hillslope, terrace, etc.): depressional basin Local relief (concave, convex, none): concave
 Slope (%): 5/10 Lat.: _____ Long.: _____ Datum: _____
 Soil Map Unit Name: Pella silt loam Ph NWI Classification: None
 Are climatic/hydrologic conditions of the site typical for this time of the year? _____ (If no, explain in remarks)
 Are vegetation N, soil N, or hydrology N significantly disturbed? Are "normal
 Are vegetation N, soil N, or hydrology N naturally problematic? circumstances" present? Y
 (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u>
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present? <u>Y</u>	
Remarks: (Explain alternative procedures here or in a separate report.)	

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply) ☐ Surface Water (A1) ☐ Water-Stained Leaves (B9) ☐ High Water Table (A2) ☐ Aquatic Fauna (B13) ☐ Saturation (A3) ☐ Marl Deposits (B15) ☐ Water Marks (B1) ☐ Hydrogen Sulfide Odor (C1) ☐ Sediment Deposits (B2) ☐ Oxidized Rhizospheres on Living ☐ Drift Deposits (B3) ☐ Roots (C3) ☐ Algal Mat or Crust (B4) ☐ Presence of Reduced Iron (C4) ☐ Iron Deposits (B5) ☐ Recent Iron Reduction in Tilled ☐ Inundation Visible on Aerial ☐ Soils (C6) ☐ Imagery (B7) ☐ Thin Muck Surface (C7) ☐ Sparsely Vegetated Concave ☐ Other (Explain in Remarks) ☐ Surface (B8)		Secondary Indicators (minimum of two required) ☐ Surface Soil Cracks (B6) ☐ Drainage Patterns (B10) ☐ Moss Trim Lines (B16) ☐ Dry-Season Water Table (C2) ☐ Crayfish Burrows (C8) ☐ Saturation Visible on Aerial Imagery ☐ (C9) ☐ Stunted or Stressed Plants (D1) ☒ Geomorphic Position (D2) ☐ Shallow Aquitard (D3) ☐ FAC-Neutral Test (D5) ☐ Microtopographic Relief (D4)
Field Observations: Surface water present? Yes ☐ No ☒ Depth (inches): _____ Water table present? Yes ☐ No ☒ Depth (inches): _____ Saturation present? Yes ☐ No ☒ Depth (inches): _____ (includes capillary fringe)	Indicators of wetland hydrology present? <u>Y</u>	
Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:		
Remarks:		

Sampling Point:

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4/

[illegible]

**Location: PL=Pore Lining, M=Matrix

Indicators for Problematic Hydric Soils:

- | | | |
|--|---|---|
| ☐ Histisol (A1) | ☐ Polyvalue Below Surface | ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B) |
| ☐ Histic Epipedon (A2) | ☐ (S8) (LRR R, MLRA 149B) | ☐ Coast Prairie Redox (A16) (LRR K, L, R) |
| ☐ Black Histic (A3) | ☐ Thin Dark Surface (S9) | ☐ 5 cm Mucky Peat or Peat (S3) (LRR K, L, R) |
| ☐ Hydrogen Sulfide (A4) | ☐ (LRR R, MLRA 149B) | ☐ Dark Surface (S7) (LRR K, L) |
| ☐ Stratified Layers (A5) | ☐ Loamy Mucky Mineral (F1) | ☐ Polyvalue Below Surface (S8) (LRR K, L) |
| ☒ Depleted Below Dark Surface (A11) | ☐ (LRR K, L) | ☐ Thin Dark Surface (S9) (LRR K, L) |
| ☐ Thick Dark Surface (A12) | ☐ Loamy Gleyed Matrix (F2) | ☐ Iron-Manganese Masses (F12) (LRR K, L, R) |
| ☐ Sandy Mucky Mineral (S1) | ☒ Depleted Matrix (F3) | ☐ Piedmont Floodplain Soils (F19) (MLRA 149B) |
| ☐ Sandy Gleyed Matrix (S4) | ☐ Redox Dark Surface (F6) | ☐ Mesic Spodic (TA6) (MLRA 144A, 145, 149B) |
| ☐ Sandy Redox (S5) | ☐ Depleted Dark Surface (F7) | ☐ Red Parent Material (TF2) |
| ☐ Stripped Matrix (S6) | ☐ Redox Depressions (F8) | ☐ Very Shallow Dark Surface (TF12) |
| ☐ Dark Surface (S7) (LRR R, MLRA 149B) | | ☐ Other (Explain in Remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Type: _____
Depth (inches): _____

Hydric soil present?

Remarks:

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: Geneva National City/County: Walworth Sampling Date: 10-12-17
 Applicant/Owner: _____ State: WI Sampling Point: #5 HP
 Investigator(s): Meyer Section, Township, Range: Sec. 29+30 T24N R7E
 Landform (hillslope, terrace, etc.): level Local relief (concave, convex, none): none
 Slope (%): _____ Lat.: _____ Long.: _____ Datum: _____
 Soil Map Unit Name: Miam. loam MWCg NWI Classification: None
 Are climatic/hydrologic conditions of the site typical for this time of the year? _____ (If no, explain in remarks)
 Are vegetation N, soil N, or hydrology N significantly disturbed? Are "normal
 Are vegetation N, soil N, or hydrology N naturally problematic? circumstances" present? Y
 (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS

Hydrophytic vegetation present? <u>N</u>	Is the sampled area within a wetland? <u>N</u>
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present? <u>N</u>	
If yes, optional wetland site ID: _____	
Remarks: (Explain alternative procedures here or in a separate report.)	

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply) ☐ Surface Water (A1) ☐ Water-Stained Leaves (B9) ☐ High Water Table (A2) ☐ Aquatic Fauna (B13) ☐ Saturation (A3) ☐ Marl Deposits (B15) ☐ Water Marks (B1) ☐ Hydrogen Sulfide Odor (C1) ☐ Sediment Deposits (B2) ☐ Oxidized Rhizospheres on Living ☐ Drift Deposits (B3) ☐ Roots (C3) ☐ Algal Mat or Crust (B4) ☐ Presence of Reduced Iron (C4) ☐ Iron Deposits (B5) ☐ Recent Iron Reduction in Tilled ☐ Inundation Visible on Aerial ☐ Soils (C6) ☐ Imagery (B7) ☐ Thin Muck Surface (C7) ☐ Sparsely Vegetated Concave ☐ Other (Explain in Remarks) ☐ Surface (B8)		Secondary Indicators (minimum of two required) ☐ Surface Soil Cracks (B6) ☐ Drainage Patterns (B10) ☐ Moss Trim Lines (B16) ☐ Dry-Season Water Table (C2) ☐ Crayfish Burrows (C8) ☐ Saturation Visible on Aerial Imagery ☐ (C9) ☐ Stunted or Stressed Plants (D1) ☐ Geomorphic Position (D2) ☐ Shallow Aquitard (D3) ☐ FAC-Neutral Test (D5) ☐ Microtopographic Relief (D4)
Field Observations: Surface water present? Yes _____ No <u>/</u> Depth (inches): _____ Water table present? Yes _____ No <u>/</u> Depth (inches): _____ Saturation present? Yes _____ No <u>/</u> Depth (inches): _____ (includes capillary fringe)		Indicators of wetland hydrology present? <u>N</u>
Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:		
Remarks:		

VEGETATION - Use scientific names of plants

Sampling Point: 5

Tree Stratum					50/20 Thresholds	
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	20%	50%	
1 <i>Carya ovata</i>	25	/	FACU	1	1	
2						
3						
4 <i>Quercus alba</i>	60	/	FACU		1	
5						
6						
7						
8						
9						
10	85	= Total Cover				

Sapling/Shrub Stratum				
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
= Total Cover				

Herb Stratum				
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	
1 <i>Poa pratensis</i>	90	/	FACU	
2				
3				
4 <i>Carex blanda</i>	10		FAC	
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15	100	= Total Cover		

Woody Vine Stratum				
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	
1				
2				
3				
4				
5				
= Total Cover				

50/20 Thresholds

Tree Stratum: 1, 1

Sapling/Shrub Stratum: 1

Herb Stratum: 1

Woody Vine Stratum: 1

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across all Strata: 3 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 0 (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species x 1 =

FACW species x 2 =

FAC species x 3 =

FACU species x 4 =

UPL species x 5 =

Column totals (A) (B)

Prevalence Index = B/A =

Hydrophytic Vegetation Indicators:

— Rapid test for hydrophytic vegetation

— Dominance test is >50%

— Prevalence index is ≤3.0*

— Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)

— Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Definitions of Vegetation Strata:

Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.

Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines - All woody vines greater than 3.28 ft in height.

Hydrophytic vegetation present? N

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: 5

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-7	10YR2/2	100					Silt/loam	
7-24	10YR4/3	100					Silt/loam	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains

**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

- | | |
|---|--|
| ☐ Histisol (A1) | ☐ Polyvalue Below Surface (S8) (LRR R, MLRA 149B) |
| ☐ Histic Epipedon (A2) | ☐ Thin Dark Surface (S9) (LRR R, MLRA 149B) |
| ☐ Black Histic (A3) | ☐ Loamy Mucky Mineral (F1) (LRR K, L) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ Stratified Layers (A5) | ☐ Depleted Matrix (F3) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Redox Dark Surface (F6) |
| ☐ Thick Dark Surface (A12) | ☐ Depleted Dark Surface (F7) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Redox Depressions (F8) |
| ☐ Sandy Gleyed Matrix (S4) | |
| ☐ Sandy Redox (S5) | |
| ☐ Stripped Matrix (S6) | |
| ☐ Dark Surface (S7) (LRR R, MLRA 149B) | |

Indicators for Problematic Hydric Soils:

- | |
|--|
| ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B) |
| ☐ Coast Prairie Redox (A16) (LRR K, L, R) |
| ☐ 5 cm Mucky Peat or Peat (S3) (LRR K, L, R) |
| ☐ Dark Surface (S7) (LRR K, L) |
| ☐ Polyvalue Below Surface (S8) (LRR K, L) |
| ☐ Thin Dark Surface (S9) (LRR K, L) |
| ☐ Iron-Manganese Masses (F12) (LRR K, L, R) |
| ☐ Piedmont Floodplain Soils (F19) (MLRA 149B) |
| ☐ Mesic Spodic (TA6) (MLRA 144A, 145, 149B) |
| ☐ Red Parent Material (TF2) |
| ☐ Very Shallow Dark Surface (TF12) |
| ☐ Other (Explain in Remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric soil present? N

Remarks:

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: Geneva National City/County: Walworth Sampling Date: 10-12-17
 Applicant/Owner: _____ State: WI Sampling Point: #6 wet
 Investigator(s): Meyer Section, Township, Range: Sec. 29+30 T24N R17E
 Landform (hillslope, terrace, etc.): depression / drain Local relief (concave, convex, none): concave
 Slope (%): 10 Lat.: _____ Long.: _____ Datum: _____
 Soil Map Unit Name: Palm muck Pa NWI Classification: None
 Are climatic/hydrologic conditions of the site typical for this time of the year? _____ (If no, explain in remarks)
 Are vegetation N, soil N, or hydrology N significantly disturbed? Are "normal
 Are vegetation N, soil N, or hydrology N naturally problematic? circumstances" present? Y
 (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u>
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present? <u>Y</u>	
If yes, optional wetland site ID: _____	
Remarks: (Explain alternative procedures here or in a separate report.)	

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply) ☐ Surface Water (A1) ☒ High Water Table (A2) ☐ Saturation (A3) ☐ Water Marks (B1) ☐ Sediment Deposits (B2) ☐ Drift Deposits (B3) ☐ Algal Mat or Crust (B4) ☐ Iron Deposits (B5) ☐ Inundation Visible on Aerial Imagery (B7) ☐ Sparsely Vegetated Concave Surface (B8)		Secondary Indicators (minimum of two required) ☐ Water-Stained Leaves (B9) ☐ Aquatic Fauna (B13) ☐ Marl Deposits (B15) ☐ Hydrogen Sulfide Odor (C1) ☐ Oxidized Rhizospheres on Living Roots (C3) ☐ Presence of Reduced Iron (C4) ☐ Recent Iron Reduction in Tilled Soils (C6) ☐ Thin Muck Surface (C7) ☐ Other (Explain in Remarks)	☐ Surface Soil Cracks (B6) ☐ Drainage Patterns (B10) ☐ Moss Trim Lines (B16) ☐ Dry-Season Water Table (C2) ☐ Crayfish Burrows (C8) ☐ Saturation Visible on Aerial Imagery (C9) ☐ Stunted or Stressed Plants (D1) ☒ Geomorphic Position (D2) ☐ Shallow Aquitard (D3) ☒ FAC-Neutral Test (D5) ☐ Microtopographic Relief (D4)
Field Observations: Surface water present? Yes <u>✓</u> No <u>✓</u> Depth (inches): _____ Water table present? Yes <u>✓</u> No <u>✓</u> Depth (inches): <u>16</u> Saturation present? Yes <u>✓</u> No <u>✓</u> Depth (inches): <u>Surface</u> (includes capillary fringe)		Indicators of wetland hydrology present? <u>Y</u>	
Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:			
Remarks:			

VEGETATION - Use scientific names of plants

 Sampling Point: 6

Tree Stratum					50/20 Thresholds	
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status		20%	50%
1				Tree Stratum		
2				Sapling/Shrub Stratum		1
3				Herb Stratum		1
4				Woody Vine Stratum		
5				Dominance Test Worksheet		
6				Number of Dominant Species that are OBL, FACW, or FAC: <u>2</u> (A)		
7				Total Number of Dominant Species Across all Strata: <u>2</u> (B)		
8				Percent of Dominant Species that are OBL, FACW, or FAC: <u>100</u> (A/B)		
9				Prevalence Index Worksheet		
10				Total % Cover of:		
				OBL species _____ x 1 = _____		
				FACW species _____ x 2 = _____		
				FAC species _____ x 3 = _____		
				FACU species _____ x 4 = _____		
				UPL species _____ x 5 = _____		
				Column totals (A) _____ (B) _____		
				Prevalence Index = B/A = _____		
				Hydrophytic Vegetation Indicators:		
				☒ Rapid test for hydrophytic vegetation		
				☒ Dominance test is >50%		
				☒ Prevalence index is ≤3.0*		
				Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)		
				Problematic hydrophytic vegetation* (explain)		
				*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic		
				Definitions of Vegetation Strata:		
				Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.		
				Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.		
				Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.		
				Woody vines - All woody vines greater than 3.28 ft in height.		
				Hydrophytic vegetation present? <u>+</u>		

Sapling/Shrub Stratum				
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
				= Total Cover

Herb Stratum				
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
				= Total Cover

Woody Vine Stratum				
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	
1				
2				
3				
4				
5				
				= Total Cover

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: 6

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-18	10YR2/1	100					muck	
18-24	10YR2.5/1	90	10YR4/4	10	C	M	clay loam	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains

**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

- ☒ Histisol (A1)
☐ Histic Epipedon (A2)
☒ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ Sandy Gleyed Matrix (S4)
☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Dark Surface (S7) (LRR R, MLRA 149B)
- Polyvalue Below Surface (S8) (LRR R, MLRA 149B)
 Thin Dark Surface (S9) (LRR R, MLRA 149B)
 Loamy Mucky Mineral (F1) (LRR K, L)
 Loamy Gleyed Matrix (F2)
 Depleted Matrix (F3)
 Redox Dark Surface (F6)
 Depleted Dark Surface (F7)
 Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B)
☐ Coast Prairie Redox (A16) (LRR K, L, R)
☐ 5 cm Mucky Peat or Peat (S3) (LRR K, L, R)
☐ Dark Surface (S7) (LRR K, L)
☐ Polyvalue Below Surface (S8) (LRR K, L)
☐ Thin Dark Surface (S9) (LRR K, L)
☐ Iron-Manganese Masses (F12) (LRR K, L, R)
☐ Piedmont Floodplain Soils (F19) (MLRA 149B)
☐ Mesic Spodic (TA6) (MLRA 144A, 145, 149B)
☐ Red Parent Material (TF2)
☐ Very Shallow Dark Surface (TF12)
☐ Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric soil present? Y

Remarks:

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: Geneva National City/County: Walworth Sampling Date: 10-12-17
 Applicant/Owner: _____ State: WI Sampling Point: #7UP
 Investigator(s): Meyer Section, Township, Range: Sec. 29+30 T24N R7E
 Landform (hillslope, terrace, etc.): hillslope Local relief (concave, convex, none): convex
 Slope (%): 5 Lat.: _____ Long.: _____ Datum: _____
 Soil Map Unit Name: Miami loam MWC2 NWI Classification: None
 Are climatic/hydrologic conditions of the site typical for this time of the year? _____ (If no, explain in remarks)
 Are vegetation N, soil N, or hydrology N significantly disturbed? Are "normal
 Are vegetation N, soil N, or hydrology N naturally problematic? circumstances" present? Y
 (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS

Hydrophytic vegetation present? <u>N</u>	Is the sampled area within a wetland? <u>N</u>
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present? <u>N</u>	
If yes, optional wetland site ID: _____	
Remarks: (Explain alternative procedures here or in a separate report.)	

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply) ☐ Surface Water (A1) ☐ Water-Stained Leaves (B9) ☐ High Water Table (A2) ☐ Aquatic Fauna (B13) ☐ Saturation (A3) ☐ Marl Deposits (B15) ☐ Water Marks (B1) ☐ Hydrogen Sulfide Odor (C1) ☐ Sediment Deposits (B2) ☐ Oxidized Rhizospheres on Living ☐ Drift Deposits (B3) ☐ Roots (C3) ☐ Algal Mat or Crust (B4) ☐ Presence of Reduced Iron (C4) ☐ Iron Deposits (B5) ☐ Recent Iron Reduction in Tilled ☐ Inundation Visible on Aerial ☐ Soils (C6) ☐ Imagery (B7) ☐ Thin Muck Surface (C7) ☐ Sparsely Vegetated Concave ☐ Other (Explain in Remarks) ☐ Surface (B8)		Secondary Indicators (minimum of two required) ☐ Surface Soil Cracks (B6) ☐ Drainage Patterns (B10) ☐ Moss Trim Lines (B16) ☐ Dry-Season Water Table (C2) ☐ Crayfish Burrows (C8) ☐ Saturation Visible on Aerial Imagery ☐ (C9) ☐ Stunted or Stressed Plants (D1) ☐ Geomorphic Position (D2) ☐ Shallow Aquitard (D3) ☐ FAC-Neutral Test (D5) ☐ Microtopographic Relief (D4)
Field Observations: Surface water present? Yes ☐ No ☒ Depth (inches): _____ Water table present? Yes ☐ No ☒ Depth (inches): _____ Saturation present? Yes ☐ No ☒ Depth (inches): _____ (includes capillary fringe)	Indicators of wetland hydrology present? <u>N</u>	
Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:		
Remarks:		

VEGETATION - Use scientific names of plants

Sampling Point: 7

Tree Stratum					50/20 Thresholds	
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status		20%	50%
1					Tree Stratum	
2					Sapling/Shrub Stratum	
3					Herb Stratum	/ /
4					Woody Vine Stratum	
5						
6						
7						
8						
9						
10						
				= Total Cover		
Sapling/Shrub Stratum						
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
				= Total Cover		
Herb Stratum						
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
				= Total Cover		
Woody Vine Stratum						
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status			
1						
2						
3						
4						
5						
				= Total Cover		

50/20 Thresholds

Tree Stratum _____

Sapling/Shrub Stratum _____

Herb Stratum _____

Woody Vine Stratum _____

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across all Strata: 2 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 0 (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species _____ x 1 = _____

FACW species _____ x 2 = _____

FAC species _____ x 3 = _____

FACU species _____ x 4 = _____

UPL species _____ x 5 = _____

Column totals (A) _____ (B) _____

Prevalence Index = B/A = _____

Hydrophytic Vegetation Indicators:

____ Rapid test for hydrophytic vegetation

____ Dominance test is >50%

____ Prevalence index is ≤3.0*

____ Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)

____ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Definitions of Vegetation Strata:

Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.

Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines - All woody vines greater than 3.28 ft in height.

Hydrophytic vegetation present? N

Remarks: (Include photo numbers here or on a separate sheet)

Sampling Point:

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains
**Location: PL=Pore Lining, M=Matrix

Indicators for Problematic Hydric Soils:

- | | | |
|--|---|---|
| ☐ Histisol (A1) | ☐ Polyvalue Below Surface | ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B) |
| ☐ Histic Epipedon (A2) | ☐ (S8) (LRR R, MLRA 149B) | ☐ Coast Prairie Redox (A16) (LRR K, L, R) |
| ☐ Black Histic (A3) | ☐ Thin Dark Surface (S9) | ☐ 5 cm Mucky Peat or Peat (S3) (LRR K, L, R) |
| ☐ Hydrogen Sulfide (A4) | ☐ (LRR R, MLRA 149B) | ☐ Dark Surface (S7) (LRR K, L) |
| ☐ Stratified Layers (A5) | ☐ Loamy Mucky Mineral (F1) | ☐ Polyvalue Below Surface (S8) (LRR K, L) |
| ☐ Depleted Below Dark Surface (A11) | ☐ (LRR K, L) | ☐ Thin Dark Surface (S9) (LRR K, L) |
| ☐ Thick Dark Surface (A12) | ☐ Loamy Gleyed Matrix (F2) | ☐ Iron-Manganese Masses (F12) (LRR K, L, R) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Depleted Matrix (F3) | ☐ Piedmont Floodplain Soils (F19) (MLRA 149B) |
| ☐ Sandy Gleyed Matrix (S4) | ☐ Redox Dark Surface (F6) | ☐ Mesic Spodic (TA6) (MLRA 144A, 145, 149B) |
| ☐ Sandy Redox (S5) | ☐ Depleted Dark Surface (F7) | ☐ Red Parent Material (TF2) |
| ☐ Stripped Matrix (S6) | ☐ Redox Depressions (F8) | ☐ Very Shallow Dark Surface (TF12) |
| ☐ Dark Surface (S7) (LRR R, MLRA 149B) | | ☐ Other (Explain in Remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Type: _____
Depth (inches): _____

Hydric soil present? ☒

Remarks:

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: Geneva National City/County: Walworth State: WI Sampling Date: 10-12-17
 Applicant/Owner: _____ Sampling Point: #8 wet
 Investigator(s): Meyer Section, Township, Range: Sec. 29+30 T24N R7E
 Landform (hillslope, terrace, etc.): depressional basin Local relief (concave, convex, none): concave
 Slope (%): 10 Lat.: _____ Long.: _____ Datum: _____
 Soil Map Unit Name: Palmi muck Pa NWI Classification: S3K
 Are climatic/hydrologic conditions of the site typical for this time of the year? _____ (If no, explain in remarks)
 Are vegetation N, soil N, or hydrology N significantly disturbed? Are "normal
 Are vegetation N, soil N, or hydrology N naturally problematic? circumstances" present? Y
 (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u>
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present? <u>Y</u>	
Remarks: (Explain alternative procedures here or in a separate report.)	

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply) ☐ Surface Water (A1) ☒ High Water Table (A2) ☒ Saturation (A3) ☐ Water Marks (B1) ☐ Sediment Deposits (B2) ☐ Drift Deposits (B3) ☐ Algal Mat or Crust (B4) ☐ Iron Deposits (B5) ☐ Inundation Visible on Aerial Imagery (B7) ☐ Sparsely Vegetated Concave Surface (B8)		Secondary Indicators (minimum of two required) ☐ Water-Stained Leaves (B9) ☐ Aquatic Fauna (B13) ☐ Marl Deposits (B15) ☐ Hydrogen Sulfide Odor (C1) ☐ Oxidized Rhizospheres on Living Roots (C3) ☐ Presence of Reduced Iron (C4) ☐ Recent Iron Reduction in Tilled Soils (C6) ☐ Thin Muck Surface (C7) ☐ Other (Explain in Remarks)	☐ Surface Soil Cracks (B6) ☐ Drainage Patterns (B10) ☐ Moss Trim Lines (B16) ☐ Dry-Season Water Table (C2) ☐ Crayfish Burrows (C8) ☐ Saturation Visible on Aerial Imagery (C9) ☐ Stunted or Stressed Plants (D1) ☒ Geomorphic Position (D2) ☐ Shallow Aquitard (D3) ☒ FAC-Neutral Test (D5) ☐ Microtopographic Relief (D4)
Field Observations: Surface water present? Yes <u>Y</u> No <u>Y</u> Depth (inches): _____ Water table present? Yes <u>Y</u> No <u>Y</u> Depth (inches): <u>15</u> Saturation present? Yes <u>Y</u> No <u>Y</u> Depth (inches): <u>Surf Face</u> (includes capillary fringe)		Indicators of wetland hydrology present? <u>Y</u>	
Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:			
Remarks:			

VEGETATION - Use scientific names of plants

Sampling Point: 8

Tree Stratum					50/20 Thresholds	
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status		20%	50%
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
				= Total Cover		

Sapling/Shrub Stratum				
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
				= Total Cover

Herb Stratum				
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
				= Total Cover

Woody Vine Stratum				
Plot Size ()	Absolute % Cover	Dominant Species	Indicator Status	
1				
2				
3				
4				
5				
				= Total Cover

Remarks: (Include photo numbers here or on a separate sheet)

50/20 Thresholds

Tree Stratum _____

Sapling/Shrub Stratum 1

Herb Stratum 1

Woody Vine Stratum _____

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across all Strata: 2 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species _____ x 1 = _____

FACW species _____ x 2 = _____

FAC species _____ x 3 = _____

FACU species _____ x 4 = _____

UPL species _____ x 5 = _____

Column totals (A) _____ (B) _____

Prevalence Index = B/A = _____

Hydrophytic Vegetation Indicators:

☒ Rapid test for hydrophytic vegetation

☒ Dominance test is >50%

☒ Prevalence index is $\leq 3.0^*$

☐ Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)

☐ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Definitions of Vegetation Strata:

Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.

Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines - All woody vines greater than 3.28 ft in height.

Hydrophytic vegetation present? Y

SOIL

Sampling Point: 8

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-8	10YR2/1	100					silt/loam	
8-24	10YR5/1	90	10YR4/4	10	C	M	clay/loam	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains

**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

- | | |
|---|--|
| ☐ Histisol (A1) | ☐ Polyvalue Below Surface (S8) (LRR R, MLRA 149B) |
| ☐ Histic Epipedon (A2) | ☐ Thin Dark Surface (S9) (LRR R, MLRA 149B) |
| ☐ Black Histic (A3) | ☐ Loamy Mucky Mineral (F1) (LRR K, L) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ Stratified Layers (A5) | ☒ Depleted Matrix (F3) |
| ☒ Depleted Below Dark Surface (A11) | ☐ Redox Dark Surface (F6) |
| ☐ Thick Dark Surface (A12) | ☐ Depleted Dark Surface (F7) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Redox Depressions (F8) |
| ☐ Sandy Gleyed Matrix (S4) | |
| ☐ Sandy Redox (S5) | |
| ☐ Stripped Matrix (S6) | |
| ☐ Dark Surface (S7) (LRR R, MLRA 149B) | |

Indicators for Problematic Hydric Soils:

- | |
|--|
| ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B) |
| ☐ Coast Prairie Redox (A16) (LRR K, L, R) |
| ☐ 5 cm Mucky Peat or Peat (S3) (LRR K, L, R) |
| ☐ Dark Surface (S7) (LRR K, L) |
| ☐ Polyvalue Below Surface (S8) (LRR K, L) |
| ☐ Thin Dark Surface (S9) (LRR K, L) |
| ☐ Iron-Manganese Masses (F12) (LRR K, L, R) |
| ☐ Piedmont Floodplain Soils (F19) (MLRA 149B) |
| ☐ Mesic Spodic (TA6) (MLRA 144A, 145, 149B) |
| ☐ Red Parent Material (TF2) |
| ☐ Very Shallow Dark Surface (TF12) |
| ☐ Other (Explain in Remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric soil present? ☒

Remarks:



Surface Water Data Viewer Map



- Legend**
- NRCS Wisconsin Soils
 - Soil Mapping Unit
 - Water
 - Index to EN_Image_Basemap_Leaf Off

Notes

0.1 0 0.03 0.1 Miles

NAD_1983_HARN_Wisconsin_TM

1: 1,980

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Soil Map—Walworth County, Wisconsin



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

8/29/2017
Page 1 of 3

Map Unit Legend

Walworth County, Wisconsin (WI127)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
MwC2	Miami loam, 6 to 12 percent slopes, eroded	1.9	33.1%
MwD2	Miami loam, 12 to 20 percent slopes, eroded	0.1	2.2%
MyB	Miami silt loam, 2 to 6 percent slopes	0.1	2.4%
Pa	Palms muck, 0 to 2 percent slopes	1.9	31.9%
Ph	Pella silt loam, 0 to 2 percent slopes	1.8	30.5%
Totals for Area of Interest		5.8	100.0%

Report—Hydric Soil List - All Components

Hydric Soil List - All Components--WI127-Walworth County, Wisconsin					
Map symbol and map unit name	Component/Local Phase	Comp. pct.	Landform	Hydric status	Hydric criteria met (code)
MwC2: Miami loam, 6 to 12 percent slopes, eroded	Miami	100	Till plains	No	—
MwD2: Miami loam, 12 to 20 percent slopes, eroded	Miami	100	Till plains	No	—
MyB: Miami silt loam, 2 to 6 percent slopes	Miami	100	Till plains	No	—
Pa: Palms muck, 0 to 2 percent slopes	Palms-Muck	75-95	Interdrumlins	Yes	1,3
	Houghton-Muck	3-15	Depressions	Yes	1,2,3
	Adrian	2-10	Interdrumlins	Yes	1,3
Ph: Pella silt loam, 0 to 2 percent slopes	Pella	80-91	Drainageways	Yes	2,3
	Kendall	5-9	Drainageways	No	—
	Lamartine	4-8	Drainageways	No	—
	Palms-Muck	1-3	Depressions	Yes	1,3

Data Source Information

Soil Survey Area: Walworth County, Wisconsin

Survey Area Data: Version 13, Sep 27, 2016





Surface Water Data Viewer Map



0.1 0 0.03 0.1 Miles
NAD_1983_HARN_Wisconsin_TM
1: 1,980

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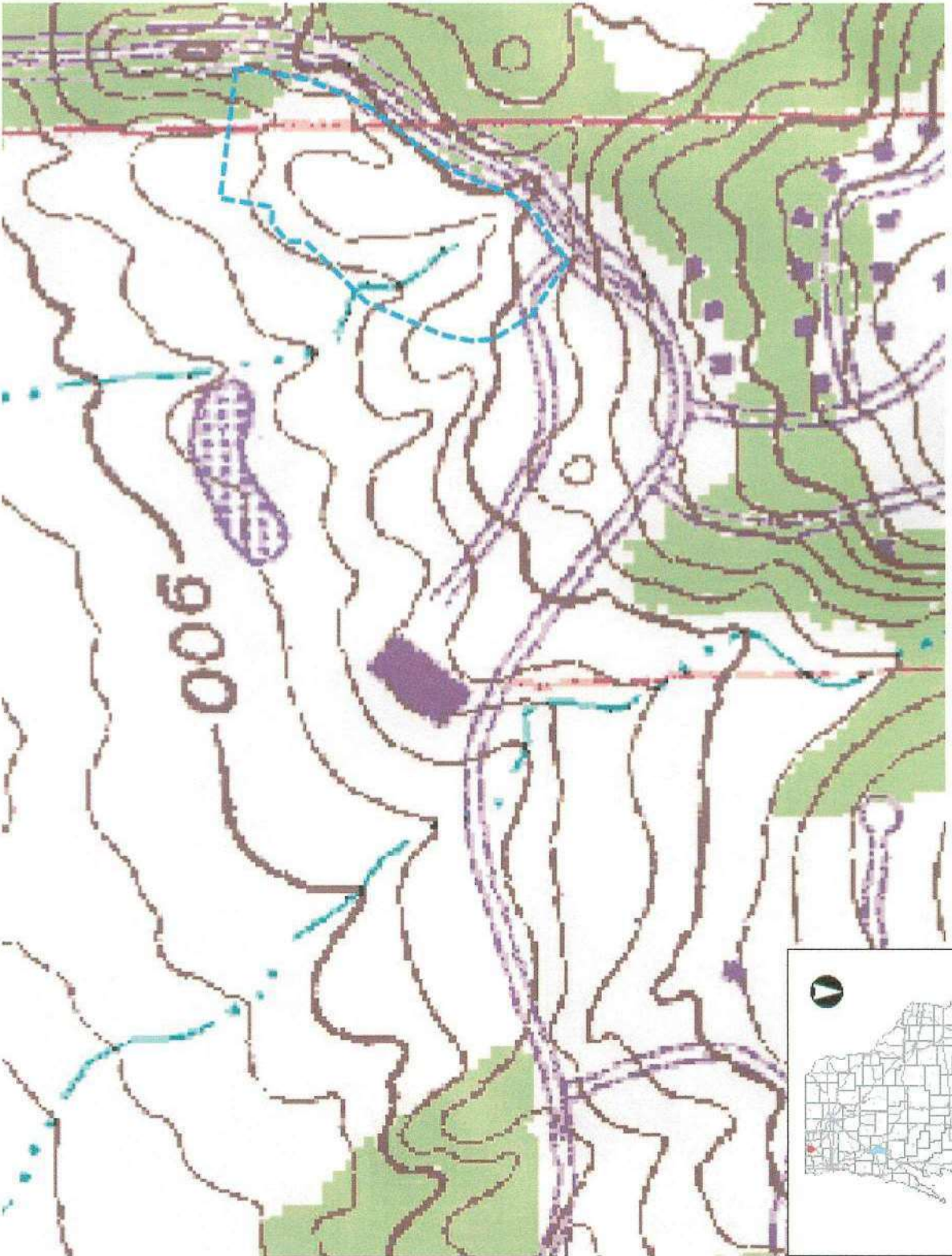
Legend

- Welland Class Points
 - Dammed pond
 - Excavated pond
 - Filled excavated pond
 - Filled/draind wetland
 - Welland too small to delineate
- Filled Points
- Welland Class Areas
 - Welland
 - Upland
- Filled Areas
- Index to EN_Image_Basemap_Leaf Off

Notes



Surface Water Data Viewer Map



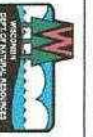
NAD_1983_HARN_Wisconsin_TM

1: 3,960

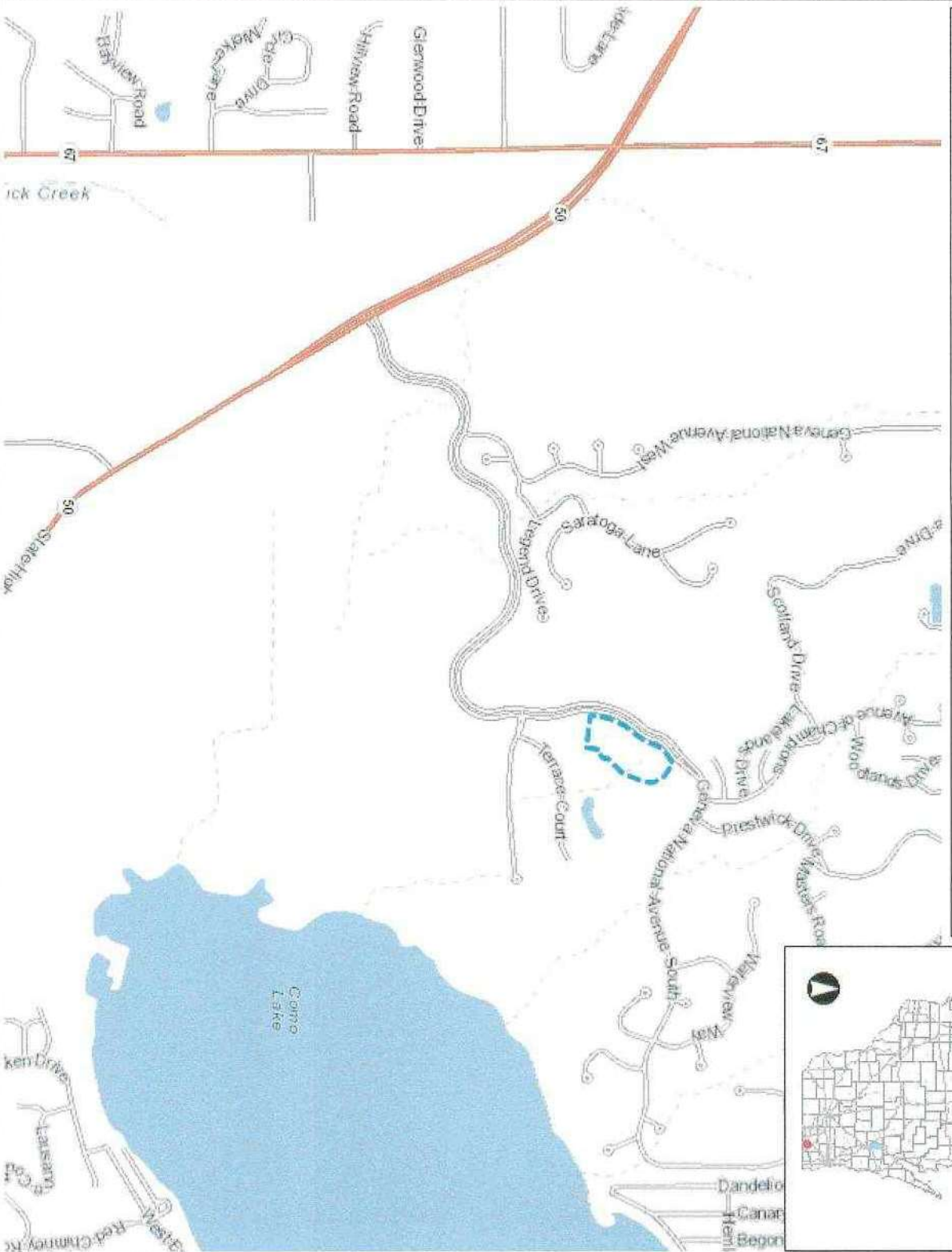
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Legend

Notes



Surface Water Data Viewer Map



NAD_1983_HARN_Wisconsin_TM

1: 15,840

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Legend

- Municipality
- State Boundaries
- County Boundaries
- Major Roads
 - Interstate Highway
 - State Highway
 - US Highway
- County and Local Roads
 - County HWY
 - Local Road
- Railroads
- Tribal Lands
- Rivers and Streams
 - Intermittent Streams
 - Lakes and Open water

Notes

PHOTOGRAPHS

Photo A.....Typical view of the wetland complex on subject property (DP #'s 2, 4, 6).

Photo B.....Typical view of upland areas described at DP #'s 1, 3, and 5.

Photo C.....Viewing northwest across site in vicinity of DP #7.

Photo D.....Viewing south across DP #8.

Photo E.....Viewing east along unnamed intermittent creek on subject property.











LITERATURE CITED

- Curtis, John. 1971. *The Vegetation of Wisconsin*. University of Wisconsin Press, Madison, Wisconsin. 173 pp.
- Eggers, Steve and Donald Reed. 2011. *Wetland Plants and Plant Communities of Minnesota and Wisconsin – 3rd Edition*. St. Paul District, U.S. Army Corps of Engineers, St. Paul, MN 478 pp.
- Peterson, Roger and Margaret McKenny. 1968. *A Field Guide to Wildflowers of Northeastern and Northcentral North America*. Houghton Mifflin Company, Boston, Mass. 420 pp.
- Swink, Floyd and Gerould Wilhelm. 1994. *Plants of the Chicago Region*. The Morton Arboretum, Lisle, Illinois. 921 pp.

WETLAND DELINEATION CONFIRMATION REQUEST CHECKLIST

Introductory Section

- Why the delineation was undertaken
- Date the field work was completed
- Who conducted the fieldwork
- Qualifications

Methods used during the wetland delineation

- Description of methods
- Sources Reviewed (WWI mapping, Soil Survey, etc.)
- Description of any site specific agency guidance (site meetings, etc.)

Results and Discussion

- Antecedent hydrologic condition analysis
- Previous wetland delineation mapping
- Existing environmental mapping (WWI mapping, Soil Survey, etc.)
- Amount and types of wetland located within the project area
- Discussion explaining how the wetland/upland boundary was differentiated
- Disturbed and problematic areas encountered during the delineation
- Other water resources located in the project area (navigable streams, etc.)

Topographic mapping

WWI mapping

Soil survey mapping

Wetland Delineation map

Data Forms

Site Photos

Previous delineation information

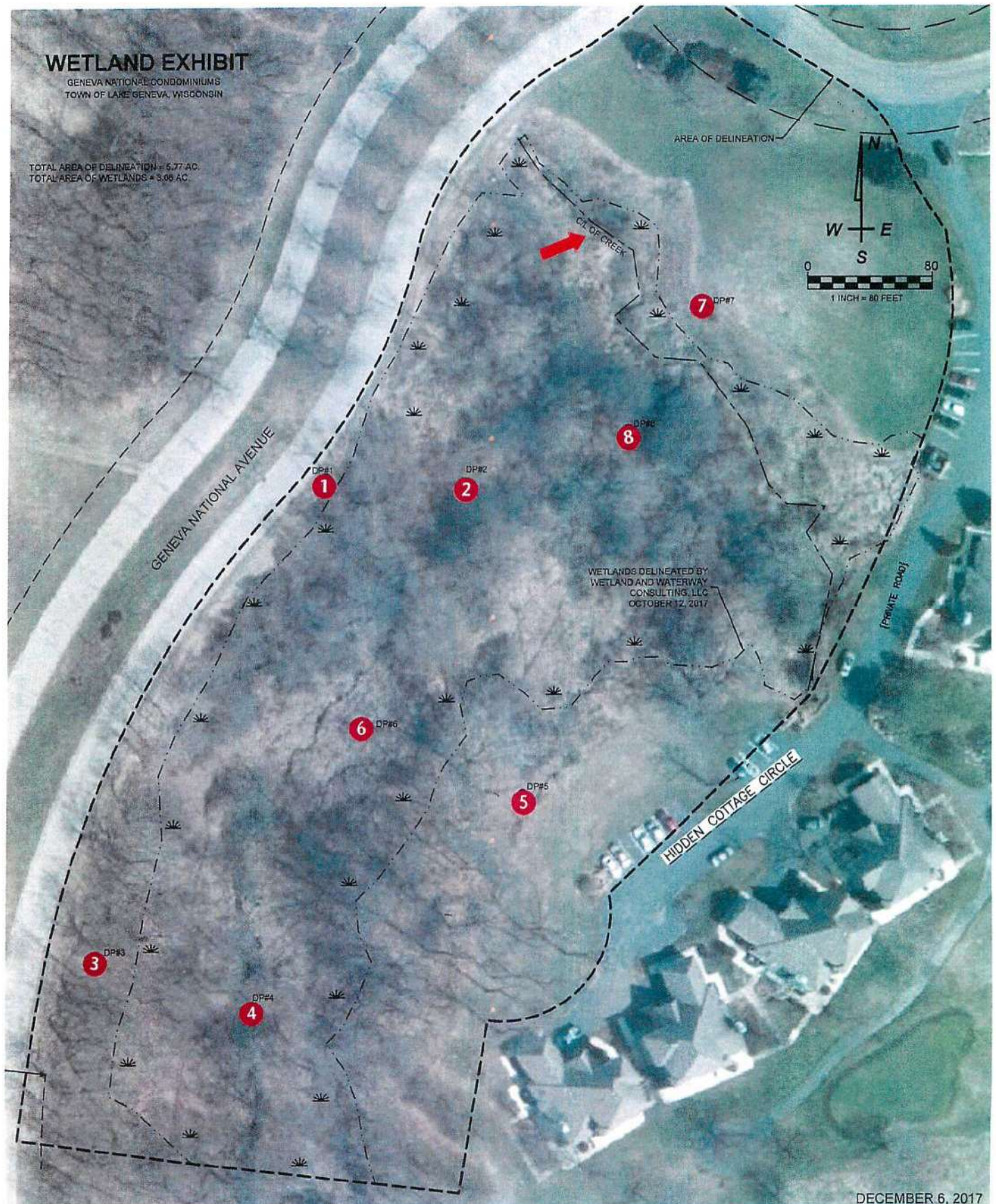
FSA Slide Review

Literature Cited

WETLAND EXHIBIT

GENEVA NATIONAL CONDOMINIUMS
TOWN OF LAKE GENEVA, WISCONSIN

TOTAL AREA OF DELINEATION = 5.77 AC.
TOTAL AREA OF WETLANDS = 3.08 AC.



DECEMBER 6, 2017



WALWORTH COUNTY

WISCONSIN

Land Use & Resource Management

AMENDED 1/16/2025 – To convert previous Building “A6.5” in the western portion of JGN 6000001 into 4 buildings with 4 units in each building. (See #1)

NAME: Inns of Geneva National, LLC and
Paloma Hotel Management, LLC

TOWN: Geneva

The property owner is requesting to rezone approximately 3.60 acres of B-5 Planned Commercial-Recreation Business District and C-4 and C-1 Lowland Resource Conservation Districts (shoreland and non-shoreland wetlands) to the B-5, C-1 and C-4 Districts in order to match wetland boundaries to delineated field conditions. The rezone is accompanied by a petition to amend an existing conditional use for the units of the approved conference center to be served by shared parking and to allow outdoor food and beverage during lawn activities. The property owner is requesting conditional use approval to allow shared parking between the units within a condominium. The petition includes a request to reduce the required parking by as much as 40 percent (29% shown on the site plan) due to the same guests using the facilities at the same time between the condominium units. The shared parking requires a 29% or 169 parking space parking lot area to be located and deed restricted as Banked Area for Future Parking should the shared parking agreement get dissolved, and the total required parking therefore become required to be installed.

Parts of Tax Parcels ~~JG 4200001 through 9 and 16 and 17; and J GN5300001N through 81N and J GN5300001S through 116S~~
JGN 6000001 and JGN 6000002.

Has been APPROVED subject to the following conditions:

General:

1. The conditional use is amended for approval of shared parking, outdoor food and beverage during outdoor lawn activities and modification of the building locations and interior setbacks as a PRD in the B-5 District as per plan submitted, **and as amended 1/16/25 to convert previous Building “A6.5” in the western portion of JGN 6000001 into 4 buildings identified as ‘cottages’ with 4 ‘sleep room’ units in each building, totaling the same number of units as the previously approved Building “A6.5” and meeting all additional conditions.**

2. All parking must occur in the areas identified on the approved plan. Parking must meet with requirements of the county zoning ordinance including the Shared Parking requirements. All parking must be graded and surfaced so as to be dust free. All parking must be in compliance with County requirements prior to use of this approval.
3. The site plan must show land banked reserved area to balance the required parking. The shared parking banked area shall occur on the common element and shall be deed restricted from further use so long as parking is shared between the individual owned units. This Planned Residential Development conditional use is approved as condominium subject to a condominium declaration. The proper preservation, care and maintenance by the original and all subsequent owners of the exterior design of the condominium and all common structures, facilities, essential services, access and open spaces shall be assured by deed restriction referencing the condominium declaration.
4. The applicant must obtain a Land Disturbance, Erosion Control & Stormwater approval from Land Conservation Office prior to construction if required by Section 26 of the Walworth County Code of Ordinances. The construction activities of this development must comply with the Walworth County Land Disturbance, Erosion Control and Stormwater Management standards contained in Section 26 of the Walworth County Code of Ordinances. All grading must be conducted consistent with the approved Land Disturbance Erosion Control and Stormwater Management plan. All topsoil generated from the site must be evenly distributed back onto the site on the areas from which it was removed or in areas in need of the topsoil. No soil may be removed from the site without County approval. An operation and maintenance plan for each stormwater best management practice must be prepared and included in the covenants and restrictions or other documents governing this development. The plat prepared for this development must show the location and label each stormwater best management practice planned to serve the development.
5. The conditional use approval provides for interior setback modification for all setbacks as shown on the approved plan.
6. The outdoor patio and lawn areas shall be use from May 1st to October 31st of each year. Hours of operation on the patio shall be 9:00 a.m. to 11:00 p.m.
7. The conditional use approval shall allow for outdoor food and beverage in the outdoor activities areas identified on the site plan. All outdoor seating and all outdoor food and beverage consumption must be on the patio and lawn areas or within the designated outdoor area as specified on approved conditional use plans according to the plans of operation.
8. The patios must meet with the commercial building code including all proposed lighting. Open flame tiki torches may not be used as lighting.
9. If the Land Management Department determines that changes in either the character of the use or the intensity of the use are not consistent with this approval, then those changes must be brought before the County Zoning Agency for approval.

10. Failure to actively exercise this conditional use within three years of the approval date shall result in automatic dismissal without prejudice. The property owner may request a time extension for actively exercising the conditional use. A time extension for actively exercising the conditional use must be requested in writing during the original three-year period. Any extension requested during the three-year active exercise period greater than one year beyond the original three-year period shall require additional Town and County committee approvals.

Specific:

11. The parking shown for the golf course, club house, and sales academy are insufficient and must rely on shared parking with the neighboring condo unit. The calculation of the required parking indicates 581 parking stalls required with 412 stalls (including the 106 from the east parking lot) designated on the site plan for a requested shared parking reduction of 29% (169 stalls). The project plan must show the 29% reduction (169 parking stall) as a land bank reserve area in the common element of the condominium in order to qualify for the shared parking reduction. The 169 stall parking lot must be shown meeting size, access and setback standards in the common element and be dedicated as reserve area for parking but would not be required to be installed unless shared parking as shown on the approved plan is dissolved between the sharing property unit owners.
12. Any changes of the future main conference center building as approved to a golf stay and play club house will require additional conditional use review.
13. There shall be no fill allowed in the 75-foot shoreyard setback area for construction of stormwater basins to serve the development.
14. The development must comply with all requirements of the Walworth County Conservation Office Preliminary Stormwater Review Letter dated March 13, 2018 and revised April 11, 2018.

Dated this 24th day of April, 2018

/S/

COUNTY ZONING AGENCY
TIM BRELLENTHIN, CHAIRMAN

Dated this 16th day of January, 2025



COUNTY ZONING AGENCY
RICK STACEY, CHAIRMAN

cc: Steven Parse, 600 W Virginia St Suite 601, Milwaukee, WI 53204
Town of Geneva, Joseph F. Kopecky, Chairman, N3496 Como Road, Lake Geneva, WI 53147
Town of Geneva, Debra L. Kirch, Clerk, N3496 Como Road, Lake Geneva, WI 53147

Town of Geneva

Debra L. Kirch, CMC/WCMC, Clerk/Treasurer

N3496 Como Road
Lake Geneva, WI 53147
(262) 248-8497
ct@townofgeneva.wi.gov

January 14, 2025

Kate Hastings
Walworth County Land Use and
Resource Management Department
100 West Walworth Street
Elkhorn, WI 53121

Re: Amend Conditional Use – The Inns of Geneva National, 1041 Hidden Cottage Cir, JGN 6000001

The Inns of Geneva National 1041 Hidden Cottages Circle are requesting to amend the current Conditional Use. Current zoning B-5. This property is in the ETZ with Williams Bay. They want to change one building which would have 16 sleeping units to four (4) cottage style buildings with each cottage having four (4) bedrooms. Project #240248 Garth Chambers presented the request. Public hearing held. Garth Chambers stated the four cottages with four rooms each would cater to the traveling golf groups. Walworth County Zoning is requesting to change the parking spaces to 24-foot separation between parking stalls from the planned 22-feet. Dave stated the 4-buildings give the project more residential character than one tall building with 16 units. Mary said there were calls on the posted sign. All comments about the sign were positive. There were no more comments about this request.

At their meeting held December 16, 2024, the Plan Commission took the following action:

- Motion (Commissioner Dave Van Lue/Commissioner Tammy Olson) made a motion to recommend to the Town Board to approve The Inns of Geneva National request to amend the Conditional Use to allow four (4) cottage style buildings with each cottage having four (4) bedrooms. Project #240248. Motion passed 5-0-1 (Kopecky).

Three of the buildings will be under Walworth County Zoning and one building will be in the Williams Bay ETZ.

At their meeting held January 13, 2025, the Town Board took the following action:

- Motion (Supervisor Larry K Kulik/Supervisor Mark Scerba) to approve The Inns of Geneva National's request to amend the Conditional Use to allow four (4) cottage style buildings with each cottage having four (4) bedrooms to replace the one (1) sixteen (16) unit building. Project #240248. Approved 5-0.

Respectfully submitted,



Debra L. Kirch, CMC/WCMC
Clerk/Treasurer
Town of Geneva

cc: Chambers, Williams Bay ETZ

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

NOTICE OF PUBLIC HEARING
FOR A
CONDITIONAL USE PERMIT
BEFORE THE
EXTRATERRITORIAL ZONING BOARD

April 8, 2025 at 5:30 PM
Village Hall Council Room
250 Williams Street

APPLICANTS: Inns of Geneva National, LLC (Owner), Paloma Geneva National (Applicant)

TAX KEY: JGN 6000001, Geneva Township

STREET ADDRESS: 1091 Hidden Cottage Circle, Town of Geneva, Walworth County, Wisconsin

The applicant requests an amendment to a Conditional Use Permit per 390.1714, *Conditional Use Permit* and 390.1703.V, B-5, *ETZ Planned Commercial-Recreation Business District* to change one of the buildings containing 16 sleeping units to four (4) cottage style buildings containing 16 sleeping units (each cottage has 4 bedrooms).

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
Municipal Clerk
Published March 20 and March 27, 2025

The following answers have been provided directly to the individuals that asked the questions during the Public Comments portion of the Village Board Meeting.

1. Questions about tree removals for a property located south of Healy Drive Street – 155 Conference Point (WA39200002).

1A. There have been several tree removal permits issued for this vacant property in advance of the planned construction of a single-family home. All trees were tagged for removal and inspected by the Village Tree Commissioner prior to removal and the property was inspected following removal of the trees and the removals are in compliance with the approved permits.

2. Request for the Village to contact WDNR for the Village to stop adding fluoride to the public water supply.

2A. Director of Public Works Wayne Edwards confirmed with WDNR that their approval is not required, the decision is up to each individual community.

3. Village interpretation of “Single Family” zoning in regards to whether a business can legally purchase a property and use exclusively for rental?

3A. Village Attorney Mark Schroeder and Zoning Administrator Bonnie Schaefer have a call scheduled for discussing this question next week. Further update to be provided.

4. Where is the Village’s Central District Plan?

4A. The Village of Williams Bay 2023 Comprehensive Plan recommended that the Village consider adopting a Downtown Master Plan to provide further guidance on future developments and standards.

4/15/2024. The Streets and Highways Committee met to review proposals and recommended the selection of Vandewalle & Associates, LLC.

4/15/2024. The Village Board approved Resolution R-20-2024 approving an agreement with Vandewalle & Associates, LLC.

08/26/2024. Village Streets and Highways Committee met with Vandewalle Associates to review several concepts.

11/13/2024. Streets and Highways Committee met to review draft concept plans and downtown streetscape.

DEVELOPER AGREEMENT

This Agreement is made this _____ day of _____, 2025, (the “Effective Date”) by and between the Village of Williams Bay, Walworth County Wisconsin (the “Village”) and Jack Pease, (the “Developer”), collectively known as (the “Parties”).

RECITALS

WHEREAS, it is the function of the Village to protect property dedicated to the Village and to control the development of the Village; and

WHEREAS, it is the function of the Village to prevent health and safety hazards or conditions which result in a detriment to its citizens; and,

WHEREAS, the developer, upon Village CSM approval, prepared by Farris Hansen & Associates, Inc., revision date of December 18, 2024 (the Development”), shall dedicate to the Village, a 10’ additional Park Place right-of-way, a 10’ Park Place Utility Easement, a 10’ Constance Boulevard Pedestrian Easement, a 20 foot Drainage Easement, installation of an 8” watermain improvement, and a full road resurfacing/widening of Park Place subject to the conditions stated in the Village Engineer’s Review Comments dated March 20, 2025 (Engineer Review) attached as Exhibit A, and consistent with the Plan and Profile, Watermain Extension for Parcel WA5056300002 prepared by Farris, Hansen & Associates, Inc., revision date November 1, 2024, (the “Plan”); and,

WHEREAS, the Village requires the execution of developer agreement to include agreed upon conditions, the timeline of construction and performance bonding for public improvements, as based upon Village ordinances and plan approval conditions; and,

WHEREAS, the Developer is desirous of developing the Development in compliance with all conditions of approval, and all applicable Federal, State, County and Village laws, codes and ordinances; and,

WHEREAS, the parties hereto, desire to enter into a legally binding agreement in reference to the aforesaid Development.

NOW, THEREFORE, for and in good faith consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Upon Developer CSM approval by the Village, the Developer shall comply with all conditions of this Agreement. CSM approval by Village shall be subject to compliance with and satisfaction of the conditions stated in the Engineer Review.
2. The Developer shall dedicate to the Village an additional 10’ wide right-of-way, approximately 490’ along the existing South Park Place right-of-way, from Constance Boulevard to Dartmouth Road.
3. The Developer shall dedicate to the Village a 10’ wide Utility Easement, South of the aforementioned right-of-way, approximately 490’ along Park Place, from Constance Boulevard to Dartmouth Road. Power poles relocated as needed, a minimum of 5 feet from the edge of pavement.

4. The Developer shall grant to the Village a 10' wide Pedestrian Easement on Lot 1, approximately 264' along the existing East Constance Boulevard right-of-way.
5. The Developer shall grant to the Village a 20' wide Drainage Easement, across Lot 1, which will be shown on the CSM and be subject to compliance with and satisfaction of the conditions stated in the Engineer Review.
6. The Developer shall install Village water main, drainage improvements and road resurfacing/widening improvements per Plan and acknowledges the following conditions imposed shall be completed prior to Village improvement acceptance.
 - a. Public streets. The Developer hereby agrees:
 - i. To resurface and widen those streets as identified in accordance with the plans and specifications on file in the Village Clerk's Office. Such resurfacing/widening shall be undertaken in accordance with all applicable Village ordinances, specifications, regulations and guidelines for the instruction of streets in the Village, and as approved by the Village Engineer.
 - ii. The streets will be completed and presented to the Village no later than one year after the initial commencement of street work unless extended by the Village Board.
 - iii. Developer shall furnish "as-built" plans of the streets pursuant to the specifications on file with the Village Clerk upon completion and acceptance thereof.
 - iv. Developer shall maintain all street improvements until accepted by resolution adopted by the Village Board of the Village.
 - b. Water. The Developer hereby agrees:
 - i. To construct, install, furnish and provide watermain as identified in the plans and specifications on file with the Village Clerk's office. Such construction shall be in accordance with said plans and specifications and all applicable federal, state and Village ordinances, specifications, regulations and guidelines for the construction of watermain in the Village.
 - ii. To furnish as-built plans of the watermain constructed, including any hydrant valve locations and locations of laterals at the main and to lot lines, pursuant to specifications approved by the Village Engineer.
 - iii. To pressure test, leakage test and obtain a clean water sample of the watermain and repair any defects is determined by the Village Engineer prior to the issuance of building permits for last be serviced by the watermain and acceptance of the improvement by the Village.
 - c. Surface water drainage. The Developer hereby agrees:

- i. To construct, install, furnish and provide adequate facilities for storm and surface water drainage as identified in the plans and specifications on file with the Village Clerk's office. Such facilities shall be constructed in accordance with the plans and specifications on file in the Village Clerk's office and all applicable Village ordinances, Village, state or county specifications, regulations and guidelines for the construction of storm and surface water drainage systems in the Village and subject to the approval of the Village Engineer.
 - ii. The site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the Village prior to any building permits being issued for the lots serviced by those facilities.
 - iii. To provide facilities to transmit the existing surface water drainage across the subject property which shall be designed to accommodate the anticipated storm water flows resulting from the development of adjacent properties. Developer further agrees to provide proper facilities to transmit the surface water drainage from the subject property to a stream, waterway or dedicated easement that has adequate capacity to transmit the anticipated flows from the subject property and adjacent property.
- 7. The Developer shall, prior to the start of any site preparation activity, including clearing, grubbing, grading, etc., obtain from the Village, all appropriate permits in accordance with the requirements of all pertinent Village Ordinances. Violation of any section or provision of this Agreement shall be deemed a violation of any such permits and Ordinances and shall subject the Developer to any fines and penalties pursuant thereto and shall, in addition, permit the Village to revoke any permits issued concerning the development and take any other remedial action provided for in this Agreement or available under applicable law.
- 8. The Developer covenants, promises and agrees to build, construct and install all private improvements, in accordance with the Plan and those associated construction drawings prepared by Farris, Hansen & Associates, Inc., revision date November 1, 2024, including compliance with the conditions stated in the Engineer Review, and including but not limited to, all access drives, parking, streets, walkways, gutters, stormwater management facilities, curbs, sewers, landscaping and other facilities to be owned, maintained or operated by a private entity such as an individual, partnership, corporation or Homeowners' or Condominium Association and constructed in accordance with the Village construction standards as approved on the aforementioned set of plans.
- 9. The Developer shall provide a performance bond or financial surety for public improvements in the amount of One Hundred Fifty Thousand, Nine Hundred Fifty-Three Dollars (\$150,953), an amount equal to 110% of the value of purchase and construction or installation of the following items:
 - a. Installation an 8" water main, 1- hydrant, 3-1" water service valves and 3-4" Sanitary Laterals along Park Place right-of-way from Constance Boulevard to Dartmouth Road, at an estimated cost of One Hundred Five Thousand Dollars (\$95,825).

- b. Installation of 25' of 15" RCP pipe with end sections under Dartmouth Road at an estimated cost of Five Thousand One Hundred Twenty-Five Dollars (\$5,125).
 - c. Installation of a full bituminous overlay and widening, consisting of 2 lifts of 3.5", 22' wide bituminous pavement on Park Place from Constance Boulevard to Dartmouth Road at an estimated cost of Thirty Thousand Dollars (\$36,280).
 - d. Construction of the above public improvements shall occur within one construction season of the effective date of this Agreement, subject to a construction schedule approved by the Village Engineer. The construction season shall begin no earlier than April 1 and no later than November 14.
10. In the event that those public improvements guaranteed through the performance bond or financial surety are not constructed by the date September 30, 2026, the Village may, at its discretion, execute the performance bond or financial surety and shall direct the completion of the required work as per the approved plan and associated construction drawings.
 11. The performance bond or financial security posted shall include an expiration date at least thirty days beyond the completion date, wherein the performance bond or financial security shall automatically renew unless released by the Village.
 12. The Developer agrees at its cost, to complete improvements per the Plan, in a professional manner and in accordance with best engineering practices, but which shall not be unreasonably applied by the Village Engineer, on or before September 30, 2026. Time is of the essence. The Developer agrees to notify the Village of its completion of all such improvements. Within 5 days of such notice, the Village Engineer will inspect such improvements to determine if improvements have been completed in a professional manner and in accordance with best engineering practices. Upon the recommendation of the Village Engineer that such improvements have been completed in accordance with the terms and conditions set forth herein, the Village Board agrees to accept such improvements which shall not be unreasonably withheld, at its next regularly scheduled Village Board meeting.
 13. Within thirty days of the Village's acceptance of the improvements, the Village, shall release the posted performance bond or financial security held by the Village.
 14. The Developer shall indemnify completely, defend and save harmless the Village, its elected and appointed officers, agents and employees from any and all costs and damages, losses, claims, suits and actions including cost of defense and attorney's fees which the Village, its elected and appointed officers, agents and employees may sustain or suffer by reason of Developer failing to adequately and properly perform the terms and conditions of this Agreement, including the construction of public and private improvements.
 15. The Developer shall obtain all other required Village, County, State and Federal Permits and approvals and shall abide by the rules and regulations governing said permits and approvals in effect at the time of issuance.

16. The Developer shall provide the Village, executed copies of sewer and water service approvals from the Wisconsin Department of Natural Resources (WDNR) and shall certify to the Village that all required sureties, if required, for sewer and/or water lines have been posted with the WDNR prior to issuance of any building permits.
17. During construction, the Developer, its contractors, sub-contractors and builders shall keep public roads, private drives and highways surrounding the property, which are used by vehicles entering and leaving the construction site, in good repair, clean and free of mud and dust, and maintain existing drainage patterns on all roadways. Developer shall furthermore ensure that all public roads in the area of the construction site shall remain open for use by the public, including but not limited to use by owners of properties located in the area and by emergency vehicles. In the event such access is obstructed for more than a temporary period of time necessary to move equipment or materials, Developer shall reimburse the Village for cost incurred in removing such obstruction.
18. During construction, the Developer shall police the construction area daily, keeping the same safe and free and clear of all rubbish, refuse, brush, debris and discarded building materials so as not to create a public nuisance. The Developer may accumulate said material in an area approved by the Village until such time as the accumulated matter is removed from the site by the Developer, provided that the Village, at its sole discretion, may require the removal of said material by written communication, indicating the reasons therefore, at any time during the development. The Developer shall remove from the site and dispose of all rubbish, refuse, brush, debris and discarded building materials, leaving the Development free and clear of the same prior to the release of any remaining financial security or final acceptance of any public improvements. The burning of any rubbish, refuse, debris shall be in accordance with Village ordinances and shall require a separate permit.
19. Prior to commencement of any site preparation activity or construction, the Developer shall make arrangements necessary in order to comply with all requirements and regulations in effect at the time of final plan approval with respect to hauling equipment and building materials overweight restricted Village roads. Said requirements and regulations may include but need not be limited to fees and/or bonding requirements.
20. The Developer hereby gives specific permission for the Village, its employees, agents or contractors to conduct inspections on its property. These inspections may take place at any time and with any frequency as the Village deems appropriate in order to insure construction in accordance with approved specifications. Where the Developer proposes to offer proposed improvements to the Village, the Developer shall notify the Village twenty-four (24) hours prior to the following activities: Excavating, embankment construction, detention ponds, storm sewers, underdrains subgrade, base course, binder course, wearing course and seeding.
21. The developer shall maintain all storm water detention and best management practices as required by Village ordinances or shall be subject to the penalties thereof.

22. The Developer shall provide to the Village two (2) copies of the as-built plans of all site improvements with approved Engineer certification prior to formal acceptance and/or final release of any financial security related thereto.
23. During construction, parking for vehicles related to the construction activities shall be arranged so as not to create a potential traffic hazard. On street parking must be discouraged and a minimum of fifteen (15) feet of roadway width must remain unobstructed at all times.

.Developer shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Developer's performance and furnishing of the Work and Developer's other obligations whether it is to be performed or furnished by Developer, by any Subcontractor, or Supplier, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work or by anyone for whose acts any of them may be liable:

- a. Workers' Compensation - Workers' Compensation in accordance with the laws of the State.
- b. General Liability
 - i. Bodily Injury Liability and Property Damage Liability in an amount not less than \$2,000,000 each occurrence and per project aggregate of not less than \$2,000,000.
 - ii. Above to include Premises Operations, Blanket Contractual Liability, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Personal Injury and "X", "C", and "U" Exclusions deleted.
- c. Automobile Liability
 - i. \$1,000,000 - Bodily Injury and Property Damage (Combined Single Limit).
 - ii. Coverage shall include hired and non-owned automobiles.
- d. Umbrella Liability - Umbrella Liability coverage in an amount not less than \$5,000,000. Such coverage shall include, but not be limited to, excess coverage for the Workers' Compensation, General Liability, and Automobile Liability policies.

The policies of insurance to be purchased and maintained shall:

- e. Be furnished by insurers with A. M. Best Company rating of at least A- (Excellent), and a financial size category of VIII or greater.

All the policies of insurance required to be purchased and maintained by Developer shall contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least 30 days' prior written

notice has been given to each additional insured to whom an insurance policy has been furnished.

f. Additional Insureds:

Additional insureds shall be as follows:

Owner: Village of Williams Bay, WI

Address: 250 Williams Street, Williams Bay, WI 53191

Engineer: Baxter & Woodman, Inc.

Address: 256 South Pine Street, Burlington, WI 53105

25. All erosion and sedimentation controls shall be installed and maintained in accordance with an approved Village stormwater plan and report. The Developer shall be responsible to immediately revegetate and/or stabilize all areas of disturbed soils within a development in accordance with the approved plans, unless the permit for the plan or portion thereof has been or will be secured within twenty-one (21) days of the expiration of the planting season, in which case revegetation shall occur immediately within the next available planting season.
26. The Developer agrees to reimburse the Village for any costs incurred by the Village for engineering, inspection, administrative and legal expenses in connection with this development.:
 - a. Engineering and administrative costs shall be based on regular Village pay rates plus the hourly rate for overhead and fringe benefits for any time actually spent on this development. Any costs for outside consultants shall be charged at the rate of the consultant charge to the Village.
 - b. Inspection and payout estimates shall be performed and prepared by the Village. The final cost shall be based on the actual cost of the Village when all improvements are installed and accepted by the Village.
 - c. Legal costs shall be based on the statements of the Village Attorney with no overhead added by the Village.
27. Developer agrees to furnish the Village with a statement of the total costs of public improvements in each of the following categories:
 - a. Streets
 - b. Watermain
 - c. Surface water drainage system

The Village must collect this information for its accounting and information it must report to state agencies such as the Public Service Commission.

28. It is specifically understood that this Agreement is binding upon the Developer, its successors, assigns, agents, representatives and officers, but that any partial or whole transfer of construction rights, approvals or agreements, shall subject the transferee and all transferee's contractors and subcontractors to all provisions of this Agreement and all other rules, regulations, statutes and ordinances of the Village, Walworth County, WDNR and their agencies. It is further specifically understood that the Developer may not assign or transfer its rights hereunder without prior, written consent of the Village.
29. This Agreement shall constitute a covenant running with the land and may be recorded by either party hereto. If recorded by the Village, the Developer shall pay for all recordation expenses.
30. The Developer shall protect, indemnify and save harmless the Village and its Board Members, officers, employees, attorneys, and agents against them from any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature (including costs of defense and attorney's fees) incurred by, or asserted or imposed against, the Village and its Board Members, officers, employees, attorneys and agents, or any of them, by reason of any accident, injury (including death) or damage to any person or property which occurs or is alleged to have occurred in connection with the development of the property described in this Agreement.
31. Neither this Agreement nor any item hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing by all parties hereto.
32. Each proceeding pursuant to or in connection with this Agreement or amendment thereto shall be brought in Walworth County Circuit Court, Wisconsin, and the Village and the Developer hereby consent to jurisdiction and venue in that Court. This Agreement has been negotiated, executed and delivered at and shall be deemed to have been made in the Village of Williams Bay, Wisconsin. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of any present or future domicile or principal place of business of the Developer. The Developer and the Village hereby consent and agrees that the Circuit Court of Walworth County, Wisconsin, shall have exclusive jurisdiction to hear and determine any claims or disputes between the Village and the Developer pertaining to this Agreement or to any matter arising out of or related to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

DEVELOPER

By: _____
Jack Pease

VILLAGE OF WILLIAMS BAY

By: _____
Village President

STATE OF WISCONSIN, ss.
COUNTY OF WALWORTH

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT _____ Village President, individually, 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, sealed and delivered the said 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 _____, 2025.

Notary Public

STATE OF ILLINOIS, ss.
COUNTY OF MCHENRY

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT JACK PEASE, 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, sealed and delivered the said 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 _____, 2025.

Notary Public

Engineer's Conditional Approval Recommendation

Park Place CSM – Super Mix USA

March 20, 2025

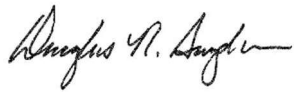
We reviewed the following attached documents for the proposed creation of three lots on the south side of Park Place between Constance Boulevard and Dartmouth Drive.

1. Draft certified survey map (CSM) last revised December 18, 2024, from Christopher Hodges.
2. Draft Water Main Plans from Farris-Hansen and Associates last revised December 18, 2024.
3. Draft Drainage, Bike Path, and Building Pad Plan, last revised December 18, 2024.
4. Top of Foundation Elevation Sketch received from Jack Pease on March 14, 2025.

We recommend the Village approve the proposed CSM with the following conditions:

1. Provide individual grading plans for the individual lots for Village approval based on the attached Top of Foundation Elevation Sketch.
2. Provide final engineering plans for the water main on Park Place and culvert crossing of Dartmouth Drive. Include the drainage improvements downstream of the new culvert and specify the pipe to be reinforced concrete. Also include a requirement for relocation of the power poles and other utilities to the new utility easement prior to construction of the public improvements.
3. Provide a developer agreement that includes provision for guarantees, observation, record information, bidding requirements, and acceptance of public improvements.

Please call with questions.



Douglas R. Snyder, P.E.

C: w/Encl via Email:

Planning Commission Members
Village Attorney Schroeder

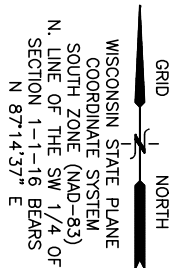
FARRIS, HANSEN & ASSOC. INC.

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

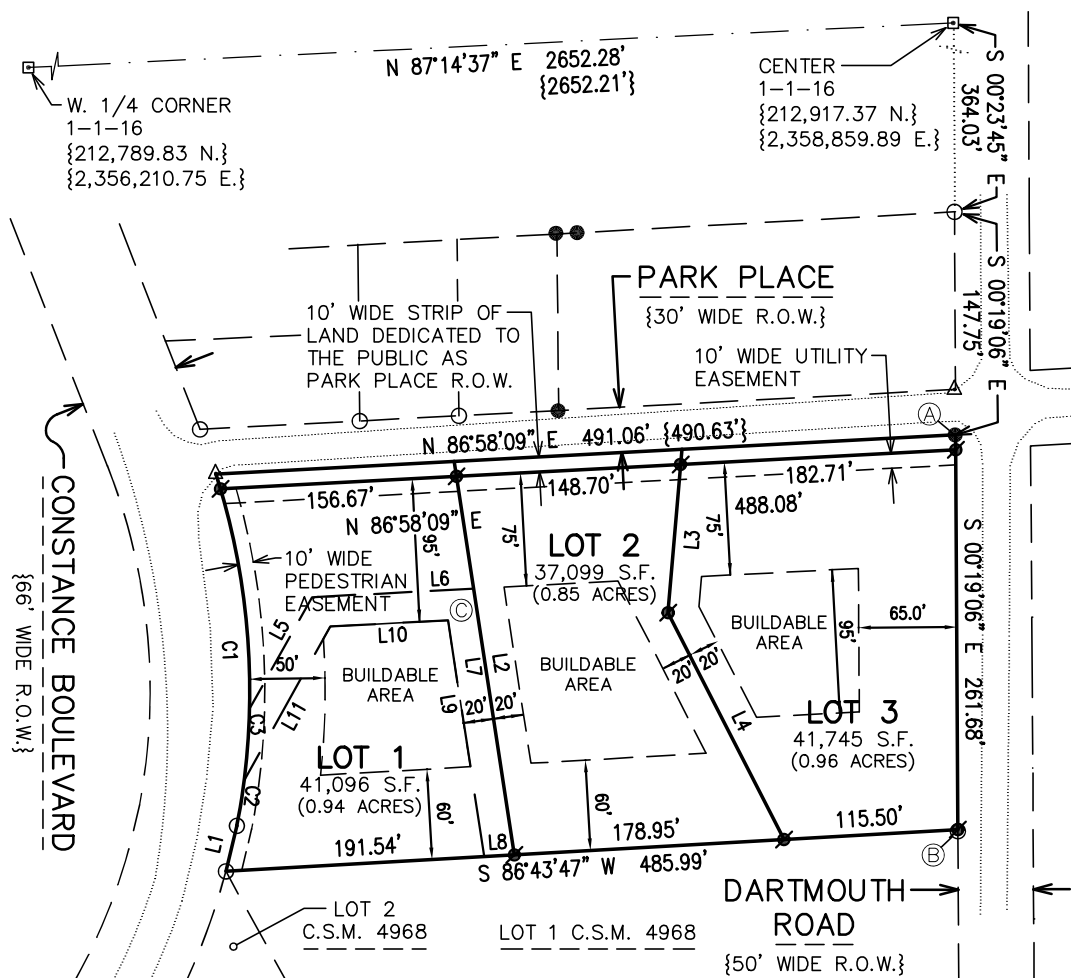
OWNER: SUPER MIX USA
5435 BULL VALLEY ROAD SUITE 330
MCHENRY, IL 60050

ZONING: SF-3
SOILS: MyB & MyC2

CERTIFIED SURVEY MAP NO. _____



A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP
NO. 5056 LOCATED IN PART OF THE NE 1/4 OF
THE SW 1/4 OF SECTION 1, TOWN 1 NORTH,
RANGE 16 EAST, VILLAGE OF WILLIAMS BAY,
WALWORTH COUNTY, WISCONSIN



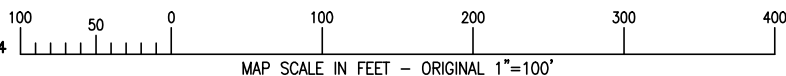
FOUND IRON REBAR STAKE
A S 73°15'17" W, 0.44' FROM
RECORD CORNER.

C 20' WIDE STORM WATER
DRAINAGE EASEMENT

FOUND IRON PIPE STAKE
B S 01°32'49" W, 1.12' FROM
AN IRON REBAR STAKE
SET AT THE NORTHEAST
CORNER OF C.S.M. 4968.

THIS INSTRUMENT DRAFTED
BY CHRISTOPHER A. HODGES

PROJECT: 10962.02.23
DATE: 10/29/2024 REV: 12/18/2024
SHEET 1 OF 3 SHEETS





PLAN AND PROFILE

WATERMAIN EXTENSION
PARCEL: W005030002
WILLIAMS BAY, WI

WORK ORDERED BY -
JACK PEASE
5435 BULLVALEY RD. SUITE 330
MCHEERY, IL 60050

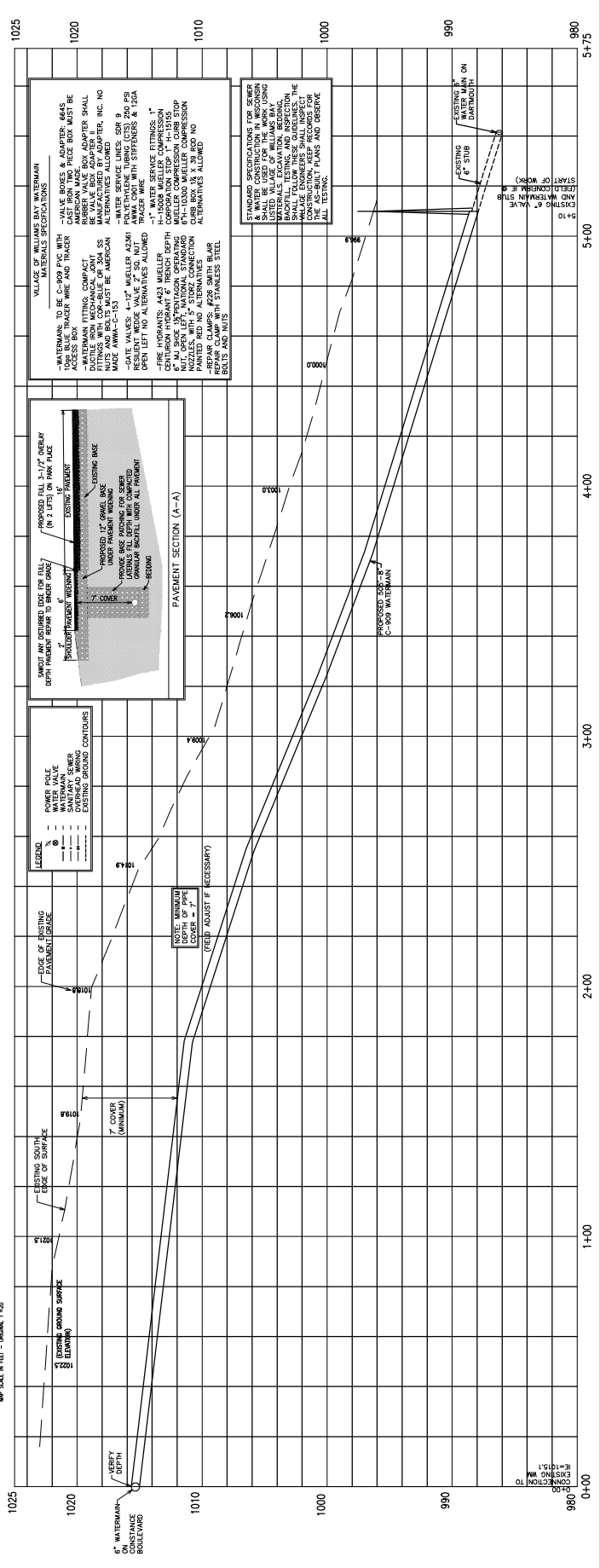
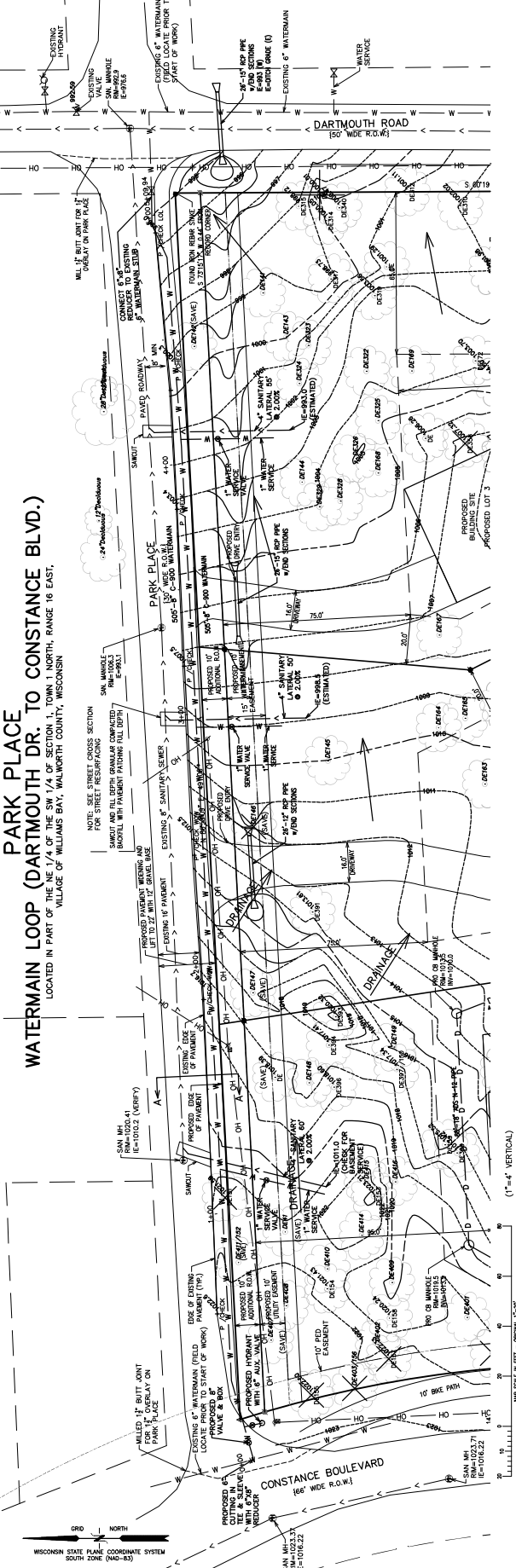
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
P.O. BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098 e-mail: office@farris-hansen.com

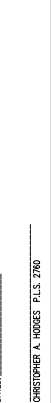
REVISIONS
12/17/2024 - 1" SCALE
12/17/2024 - 1" SCALE
12/17/2024 - 1" SCALE
12/17/2024 - 1" SCALE
12/17/2024 - 1" SCALE
12/17/2024 - 1" SCALE
12/17/2024 - 1" SCALE
12/17/2024 - 1" SCALE
12/17/2024 - 1" SCALE
12/17/2024 - 1" SCALE

PROJECT NO.
10962.02.23
DATE
11/02/2023
SHEET NO.
1 OF 1

PARK PLACE WATERMAIN LOOP (DARTMOUTH DR. TO CONSTANCE BLVD.)

LOCATED IN PART OF THE 1/4 SECTION 16 NORTH, RANGE 16 EAST,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN





22/42

3.4 Proposed 3 Lot Certified Survey Map

FARRIS, HANSEN & ASSOC. INC.

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

OWNER: SUPER MIX USA
5435 BULL VALLEY ROAD SUITE 330
MCHENRY, IL 60050

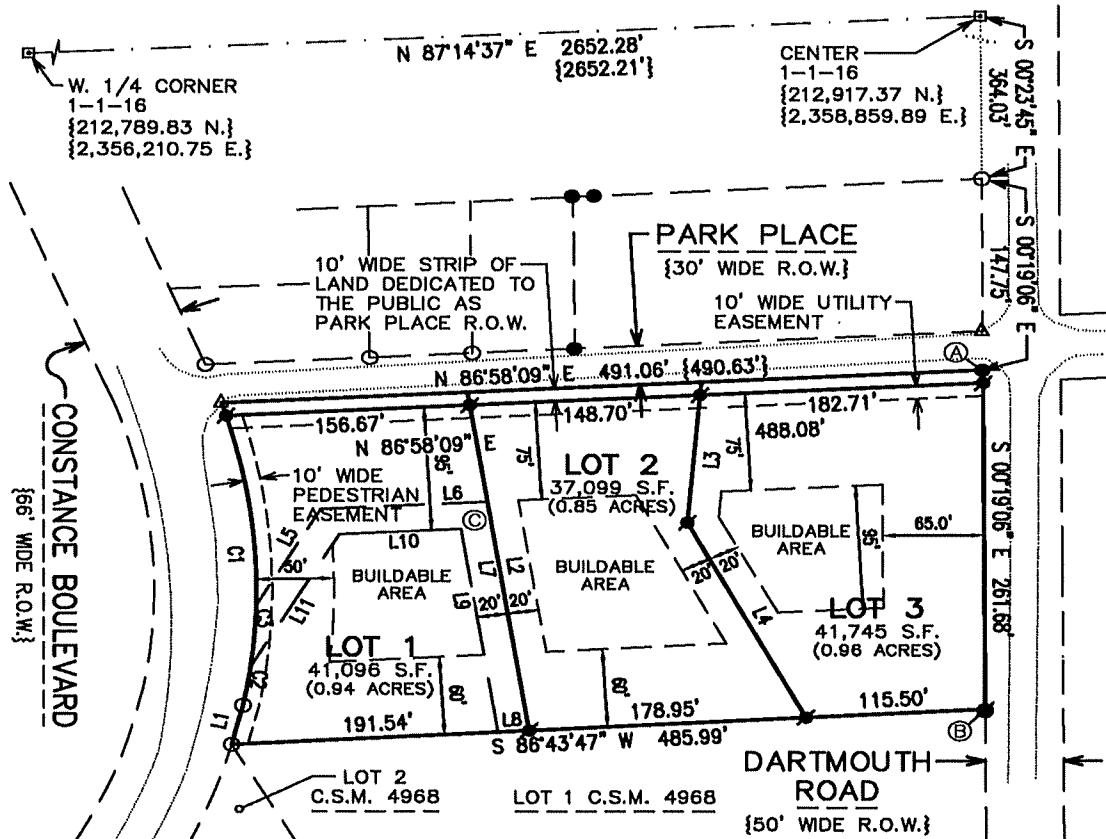
ZONING: SF-3

SOILS: MyB & MyC2

CERTIFIED SURVEY MAP NO. _____

GRID
NORTH
WISCONSIN STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE (NAD-83)
N. LINE OF THE SW 1/4 OF
SECTION 1-1-16 BEARS
N 87°14'37" E

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP
NO. 5056 LOCATED IN PART OF THE NE 1/4 OF
THE SW 1/4 OF SECTION 1, TOWN 1 NORTH,
RANGE 16 EAST, VILLAGE OF WILLIAMS BAY,
WALWORTH COUNTY, WISCONSIN



FOUND IRON REBAR STAKE
S 73°15'17" W, 0.44' FROM
RECORD CORNER.

20' WIDE STORM WATER
DRAINAGE EASEMENT

FOUND IRON PIPE STAKE
S 01°32'49" W, 1.12' FROM
AN IRON REBAR STAKE
SET AT THE NORTHEAST
CORNER OF C.S.M. 4968.

THIS INSTRUMENT DRAFTED
BY CHRISTOPHER A. HODGES

PROJECT: 10962.02.23

DATE: 10/29/2024 REV: 12/18/2024

SHEET 1 OF 3 SHEETS

100 50 0 100 200 300 400
MAP SCALE IN FEET - ORIGINAL 1"=100'

RESOLUTION NO. R-_____-25

**RESOLUTION APPROVING CONTRACT FOR CONSTRUCTION
OF PUBLIC WORKS IMPROVEMENTS**

WHEREAS, the Village of Williams Bay (Village) has entered into a Development Agreement with Topography Property Holdings, LLC (Developer) with an effective date of March 13, 2025; and

WHEREAS, Section 1.2 of the Development Agreement addresses the two primary components of the development of the subject Development Property (the Project), one of which is the construction of public infrastructure; and

WHEREAS, Section 1.2 (b) calls for a Public Works Improvements Contract (PWI Contract) to describe the obligations of the Village and Developer in the development of the public infrastructure; and

WHEREAS, pursuant to Section 2.2 (b) of the Development Agreement, execution of the PWI Contract is one of the actions required to be completed prior to the issuance of building permits for construction of the Project; and

WHEREAS, Section 1.2 (b) and Section 3.2 (c) (1) of the Development Agreement require the parties to enter into a PWI Contract; and

WHEREAS, the Village Board of the Village of Williams Bay having reviewed the proposed PWI Contract entitled Contract for Construction of Public Works Improvements and having determined that it is appropriate to approve same to govern the construction of the public infrastructure described in the PWI Contract.

NOW, THEREFORE, the Village Board of the Village of Williams Bay do resolve as follows:

The Contract for Construction of Public Works Improvements, attached hereto as Exhibit A, is hereby approved and the Village President is authorized to sign same on behalf of the Village of Williams Bay.

Approved by the Village Board of the Village of Williams Bay this _____ day of _____, 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: _____

CONTRACT FOR CONSTRUCTION OF PUBLIC WORKS IMPROVEMENTS

This Contract is entered into this _____ day of _____, 2025, between the **Village of Williams Bay**, a municipal corporation (the Village) and **Topography Property Holdings, LLC**, a Delaware limited liability company (the Developer).

RECITALS

WHEREAS, Developer has entered into a Purchase and Sale agreement (the PSA) with Aurora University for the acquisition of certain real property located in the Village at 350 Constance Blvd., and more fully described in Exhibit A as the "Development Property"; and

WHEREAS, Developer intends to construct a hotel on the Development Property for the benefit of the property owner; and

WHEREAS, the Village anticipates the need for improvements to the existing public infrastructure to serve the hotel and surrounding areas; and

WHEREAS, the Village and Developer have entered into a development agreement dated effective March 13, 2025, to memorialize a number of the duties and obligations of the parties in connection with the development of the Development Property (Development Agreement); and

WHEREAS, Section 1.2 (b) and Section 3.2 (c) (1) of the Development Agreement require that the parties enter into a separate Contract for Construction of Public Works Improvements (Contract) for the Development Property; and

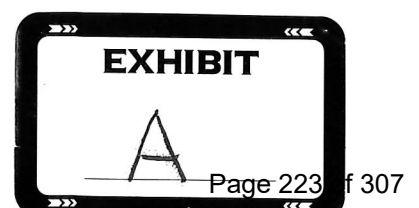
WHEREAS, the parties hereby desire to enter into this Contract to set forth the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual obligations of the parties to this Contract, each of them does hereby covenant and agree with the other as follows:

Section I. Public Works Improvements (PWI)

A. Public Streets.

1. Reconstruct the portions of those streets on the Development of Property as identified in accordance with the plans and specifications on file with the office of the Village Clerk. Such streets shall be reconstructed in accordance with all applicable Village ordinances and as approved by the Village Engineer.
2. Developer shall furnish "as-built" plans of the streets pursuant to the specifications on file with the Village Clerk upon completion and acceptance thereof by resolution of the Village Board after approval of the Village Engineer.



B. Sanitary Sewer. The Developer hereby agrees:

1. To construct, furnish, install and provide those portions of the sewerage system as identified in the plans and specifications on file with the Village Clerk's Office. Such system shall be constructed in accordance with said plans and specifications and all applicable Village ordinances and as approved by the Village Engineer.
2. To clean all constructed sanitary sewers prior to acceptance of the PWI.
3. To furnish as-built plans of the sewer system constructed, including locations of laterals at the main and lot lines, pursuant to specifications of the Village.
4. Televiser the constructed sanitary sewer system, repair any defects as determined by the Village Engineer and supply a video recording to the Village prior to acceptance of the PWI by resolution of the Village Board after approval of the Village Engineer.
5. To comply with the terms of the Private Sanitary Hook Up Agreement entered into between Elizabeth A. Hamlin, Trustee of the Elizabeth A. Hamlin Revocable Trust dated August 15, 2007 and Aurora University, recorded November 14, 2011 as Document No. 826005, Walworth County Register of Deeds.

C. Water. The Developer hereby agrees:

1. To construct, install, furnish and provide those portions of the system of water distribution as identified in the plans and specifications on file with the Village Clerk's Office. Such system shall be constructed in accordance with said plans and specifications and all applicable Village ordinances, and as approved by the Village Engineer.
2. To furnish as-built plans of the water system constructed including hydrant valve locations and locations of laterals at the main and to lot lines, pursuant to specifications approved by the Village Engineer.
3. To pressure test, leakage test and obtain a clean water sample of the constructed water system, and repair any defects as determined by the Village Engineer, prior to acceptance of the PWI by resolution of the Village Board after approval of the Village Engineer.

D. Surface Water Drainage. The Developer hereby agrees:

1. To construct, install, furnish and provide adequate facilities for storm and surface water drainage as identified in the plans and specifications on file with the Village Clerk's Office. Such facilities shall be constructed in accordance with the plans on file in the Village Clerk's Office and all applicable Village ordinances and as approved by the Village Engineer.
2. The site grading and construction of surface and stormwater drainage facilities shall be completed before acceptance by resolution of the Village Board after approval of the Village Engineer.

3. To maintain streets free from mud and dirt from construction of PWI to the Development Property.
4. To allow storm and surface water drainage from public facilities to enter private property downstream of Ravina Rd. and Constance Blvd.; this overland flow route is based on the 100 year storm event, is to be preserved and maintained by the Developer and is to be identified on the Final Development Plan.

E. Grading, Erosion and Silt Control. The Developer hereby agrees:

1. Prior to commencing site grading, to submit for approval and execution by the Village an erosion and silt control plan with proposed phasing. The plan shall provide sufficient control of the site, to prevent siltation downstream from the site. The Developer shall provide to the Village written certification from the Developer's engineer that the plan, in its execution, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, and as approved by the Village Engineer.
2. To cause all grading, excavation, open cuts and site slopes and other land surface disturbances to be mulched, seeded, sodded or otherwise protected so that erosion, siltation, segmentation and washing are prevented in accordance with the plans and specifications on file with the Village Clerk.
3. The Developer shall place effective erosion control procedures along downslope areas and along site slope areas as required to prevent or reduce erosion during construction will result in a loss of soil to waters of the state, public sewer inlets for off-site. During the period of construction at a site, all erosion control procedures necessary to meet the performance standards of Wisconsin Administrative Code SPS Section 321.125 shall be properly implemented and installed and maintained by the Developer. If erosion occurs after building construction activities have ceased, some or all of the erosion control procedure shall be maintained until the site has been stabilized.
4. All disturbed areas shall be restored to the satisfaction of the Village.
5. The requirements of this subsection shall apply to the construction of sewer main, water main, public streets and storm water management facilities. Further, these requirements shall remain in effect until the completion of the above-named PWI.

F. Plans and Specifications. All reference to the plans and specifications on file with the Village Clerk or PWI specified in the section shall mean those plans and specifications submitted by the Developer, approved by the Village Engineer. All as-built drawings shall be submitted by the Developer both in paper and digital form.

G. Statement of Costs. Developer agrees to furnish the Village with a statement of the total costs of PWI in the Development Property in the categories listed below. The Village must collect this information for its accounting records and information it must report to State agencies such as the Public Service Commission.

1. Streets.
2. Sanitary sewers.
3. Water distribution system.
4. Surface water drainage system.

Section II. Dedication.

- A. Subject to all of the other provisions of this Agreement and the exhibits hereto attached, the Developer shall, without charge to the Village, upon completion of all of the above-described PWI, unconditionally give, grant, convey and fully dedicate the same to the Village, its successors and assigns, forever, free and clear of all encumbrances whatsoever, together with all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be a part of or pertaining to such PWI and together with any and all necessary easements for access thereto. After such dedication, the Village shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as the Village decides, with no payment or award to, or consent required of the Developer. The Developer agrees to file with the Village a Performance and Payment Bonds (Bond) or irrevocable letter of credit (LOC) from an institution approved by the Village issued in favor of the Village, prior to the commencement of construction, in an amount equal to 120% of the estimated costs of all PWI in a form approved by the Village Engineer and Village Attorney. No construction shall commence until such Bond is on file with the Village. Dedication shall not constitute acceptance of any PWI by the Village. All PWI will be accepted by the Village by separate resolution at such time as the PWI are in an acceptable form and conform to Village specifications after the issuance of an appropriate letter of acceptance by the Village Engineer. The Village agrees to accept or reject any PWI within thirty (30) days after the issuance of the Village Engineer's letter of acceptance, unless otherwise mutually agreed.
- B. If at any time:
1. The Developer is in default of any aspect of this Agreement, or
 2. The Developer does not complete the installation of PWI within two years after the commencement of the construction of the PWI unless extended by agreement or action of the Village Board, or
 3. The Developer fails to maintain an adequate Bond with the Village sufficient to pay the cost of uncompleted PWI in the Development Property, or
 4. The Bond on file with the Village is dated to expire within sixty (60) days and in the reasonable judgment of the Village Engineer, the PWI will not be accepted by the Village within such sixty (60) day period and the same has not been extended, renewed or replaced upon the Village's request, or
 5. The Developer fails to make payment to subcontractors for work completed on the Development Property.

The Developer shall be deemed to be in default and the Village shall have the authority to draw upon the Bond provided the Village shall first give Developer notice of such default and Developer shall fail to cure such default within thirty (30) days after receipt of such notice.

The institution providing the Bond 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 cost, upon each and every lot in the Development Property payable in the next succeeding tax roll.

Section III. Miscellaneous Requirements.

A. Reimbursement of Engineering, Inspection, Administrative and Miscellaneous Costs.

1. The Developer agrees to reimburse the Village for any costs incurred by the Village for engineering, inspection, administrative and legal expenses in connection with the construction of the PWI in the Development Property.
 - a. Engineering and administrative costs shall be based on regular Village pay rates (or overtime if applicable) plus the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any costs for outside consultants shall be charged at the rate of the consultant charges the Village.
 - b. Inspection and payout estimates shall be performed and prepared by the Village. The final cost shall be based on the actual cost of the Village when all PWI are installed and accepted by the Village.
 - c. Legal costs shall be based on the statements of the Village Attorney with no overhead added by the Village.

Section IV. Roads, Sanitary Sewer, Water, and Storm Water Correction.

The Developer shall correct defects due to faulty materials, or workmanship in any Public Works Improvement which appear within a period of one year from the date the Bond is released pursuant to the provisions of Section II, and shall pay for any damages resulting therefrom to Village property. The Village may refuse to accept the improvements unless and until they conform to the plans and specifications previously approved by the parties.

This correction period does not affect or bar claims for negligence discovered at a later date. Negligent workmanship shall be governed by Wisconsin Law on negligence.

Section V. Method of Improvement.

The Developer hereby agrees to engage contractors for all work included in this Agreement in accordance with the Development Agreement. The Developer further agrees to use materials and make the various installations in accordance with the approved plans and specifications made a part of this Agreement by reference and including those standard specifications as the Village may have adopted at the time of construction.

Section VI. Issuance of Building Permits.

- A. No occupancy permit shall be issued until the public sanitary sewer and water systems are completed and accepted by the Village, and two (2) sources of water supply are available to the Development Property.
- B. No building permits shall be issued until all plans required under this Agreement completed and approved by the Village.
- C. No building permit shall be issued to construct or modify a structure, the access for which is a street which is being reconstructed, until the asphalt binder is installed. The asphalt binder will only be installed after a successful proof roll of the base. Notwithstanding the foregoing, the Developer may conduct demolition and receive early start permits upon the construction of a compacted gravel surface on an adjacent street.
- D. Final acceptance of the PWI shall not be given until all deficiencies are corrected, and all asphalt plans have been submitted and approved by the Village.

Section VII. Village Responsibility.

- A. The Village will perform no repairs, maintenance or snow removal on the PWI until accepted by the Village.
- B. Developer and its assigns, shall assume responsibility for providing at its cost, timely garbage and recycling pick-up and snow removal services for the Property located at 465A Outing Street. If Developer or its assigns fail to provide any such service, Village shall provide the service and be reimbursed for the cost of same by Developer or its assigns.

Section VIII. General Indemnity.

In addition to, and not to the exclusion or prejudice of, any provisions of this Contract, or documents

incorporated herein by reference, the Developer shall indemnify and save harmless the Village, its trustees, officers, agent, independent contractors, and employees, and shall defend the same from and against any and all liability, claims, losses, damages, interests, action, suites, judgment, costs, expenses, attorney fees and the like to whomever owned and by whomever and whenever brought or maintained which may in any manner result from or arise in the cause of, out of, or as a result of the following acts or omissions of the Developer.

- A. Negligent performance of this Contract.
- B. Negligent construction or operation of improvements covered under this Contract.
- C. Violation of any law or ordinance.
- D. The infringement of any patent trademark, trade name or copyright.
- E. Use of road improvements prior to their formal dedication to their dedication to the Village.
- F. In any case where judgment is recovered against the Village for any one or more of the foregoing acts or omissions of Developer, if notice and opportunity to defend has been delivered to the Developer of the pendency of the suit, within ten (10) days after the Village has been served with the same, the judgment shall be conclusive of the Developer and not only as to the amount of damages, but also as its liability to the Village, provided such judgment has become final and all rights of appeal have been exhausted, or if no appeal has been filed, all appeal periods have expired.
- G. The Developer shall name as additional insured on its general liability insurance, the Village, its trustees, officers, agents, employees an independent contractors hired by the Village, (including without limitation the Village Engineer) to perform services with respect to this Development Property and give the Village evidence of the same upon request by the Village.

Section IX. Reservation of Rights.

The Village reserves the right to withhold issuance of any and all building permits if Developer is in violation of this Contract.

Section X. Heirs and Assigns.

This Contract is binding upon the Village and the Developer, its owners, their respective heirs, successors and assigns, and any and all future owners of the Development Property.

Section XI. General Conditions and Regulations.

- A. All provisions of the Village's ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be part of this Contract as fully as if set

Accepted pursuant to Resolution adopted by the Village Board of the Village of Williams Bay this _____ day of _____, 2025.

VILLAGE OF WILLIAMS BAY

A Wisconsin municipal corporation

By: _____
Adam Jaramillo, Village President

ATTEST:

By: _____
Tina Kolls, Clerk

AUTHENTICATION

Signatures of Adam Jaramillo and Tina Kolls
authenticated on _____, 2025.

Mark A. Schroeder
Title: Member State Bar of Wisconsin

Approved as to form:
Attorney Mark A. Schroeder
Village Attorney, Village of Williams Bay

EXHIBIT A
Legal Descriptions

Parcel 1:

A parcel of land located in the SW 1/4 of Section 1, T1N, R16E, and the NW 1/4 of Section 12, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Beginning on the Easterly line of the Williams Bay-Fontana Road at a point located 40.00 feet South of the North line of said Southwest 1/4 of Section 1; thence N 44° 52' E 21.63 feet to a point on the South line of State Trunk Highway No. "36" (now Highway "67"/ West Geneva Street) located 40.00 feet East of the West line of said Southwest 1/4 of Section 1; thence N 88° 45' E along the South line of said highway 169.91 feet to the Northwest corner of Lot 14 of Observatory Subdivision as recorded in Volume 5 of Plats on Page 102, at the Office of the Register of Deeds in Elkhorn, Wisconsin; thence S 1° 00' W along the West line of said Lot 14, 302.32 feet; thence N 88° 45' E along the South line of said Lots 14 and 13, 135.76 feet to the centerline of Observatory Place as shown on the recorded plat of Observatory Subdivision; thence S 1° 00' W along the centerline of said road 352.00 feet; thence N 88° 45' E 360.00 feet to the Southeast corner of Lot 28 of Observatory Subdivision; thence S 1° 03' W along the East line of said subdivision 591.00 feet; thence S 88° 45' W 15.00 feet; thence S 1° 03' W along the centerline of Tennis Avenue, (now vacated) as shown on the plat of Grand Terrace Subdivision as recorded in Volume 5, Page 15 and 16 of Plats at the Office of the Register of Deeds in Elkhorn, Wisconsin, 615.00 feet to the North line of Grand View Avenue; thence S 88° 45' W along the North line of said Grand View Avenue 664.18 feet to the East line of the Williams Bay-Fontana Road; thence N 1° 00' E along said East line 1845.18 feet to the place of beginning.

ALSO beginning at the intersection of the East line of said Williams Bay-Fontana Road and the South line of Grand View Avenue; thence N 88° 45' E along the South line of said Grand View Avenue 440.45 feet to the Northwest corner of Lot 65 of Grand Terrace Subdivision; thence S 1° 00' W along the West line of said Lot 65, 141.14 feet; thence N 88° 45' E 14.00 feet to a point on the North line of Lot 56 of Grand Terrace Subdivision located 25.00 feet East of the Northwest corner of said Lot 56; thence S 1° 00' W 162.38 feet to a concrete monument located on the South line of said Lot 56; thence Southeasterly along the Southerly line of Lots 56, 55, 54, and 53 of Grand Terrace Subdivision to a concrete monument located on the most Southerly corner of said Lot 53 and located S 65° 55' E 324.07 feet from the last mentioned concrete monument; thence N 46° 56' E along the Southeasterly line of said Lot 53 and the Northeasterly extension of said line 195.49 feet to the centerline of Tennis Avenue (now vacated) and a concrete monument; thence South-Southeasterly along the centerline of said Tennis Avenue (now vacated) to a concrete monument on the Northerly line of Constance Boulevard located S 49° 02' E 223.13 feet from the last mentioned concrete monument; thence S 76° 05' E 113.63 feet to a point on the Southerly line of said Constance Boulevard; thence N 77° 40' E 256.30 feet; thence S 1° 02' W 707.59 feet more or less to the shore of Geneva Lake; thence Southwesterly along the shore of Geneva Lake 856 feet more or less to the most Easterly corner of Lot 8, Grand Terrace Subdivision; thence N 27° 59' W along the Easterly line of said Lot 8, 401.16 feet to the Southerly line of Outing Street; thence N 13° 48' W 20.00 feet to a concrete monument on the Northerly line of said Outing Street; thence Westerly and Southwesterly along the Northerly line of said Outing Street 288.12 feet more or less to the most Easterly corner of the Southwesterly 30.00 feet of Lot 26, Grand Terrace Subdivision; thence N 23° 32' W along the Northeasterly line of said Southwesterly 30.00 feet and the Northwesterly extension thereof 345.78 feet to the Northerly line of Constance Boulevard; thence S 63° 41' W along the Northerly line of said Constance Boulevard 131.57 feet to the West line of said Section 12; thence N 1° 25' E along the said West line 225.51 feet; thence S 89° 48' E 25.00 feet; thence N 1° 25' E along the East line of Williams Bay-Fontana Road 66.00 feet; thence N 1° 00' E along the East line of said road 736.93 feet to the place of beginning.

ALSO a parcel of land located in Lot 14; Observatory Subdivision, located in the Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Beginning at the southwest corner of said Lot 14; thence East along the south line of said lot 45.29 feet; thence N 40° 59' 30" W 66.18 feet to a point on the west line of said Lot 14; thence S 2° 09' 30" W along the west line of said Lot 14, 50.00 feet to the place of beginning.

EXCEPTING THEREFROM a parcel of land located in the Southwest 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 14, Observatory Subdivision located in said Southwest 1/4; thence East along the south line of said Lot 14, 45.29 feet to the place of beginning; thence S 68° 02' 00" E 80.12 feet; thence N 2° 15' 06" E along the west end of Observatory Place, (a street located in said subdivision), 30.00 feet to the south line of said Lot 14; thence West along the south line of said Lot 14, 75.47 feet to the place of beginning.

ALSO EXCEPTING THEREFROM a parcel of land being part of Lot 9 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as:

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southernly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

FURTHER EXCEPTING THEREFROM a parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) north, range sixteen (16) east according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WWUP 00011

Parcel 2:

A parcel of land being part of Lot 9 in Grand Terrace Subdivision at Lake Geneva Wis., Village of Williams Bay, Walworth County, Wisconsin.

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE

corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southernly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

Tax Key No: WGT 00010

Parcel 3:

A parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) North, Range Sixteen (16) East according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WGT 00009

Parcel 4:

Lot 2 of Certified Survey No. 1198 recorded in Volume 5 of Certified Surveys on Page 278 as Document No. 73877 and located in the SW 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin.

Tax Key No. WA 119800002

Parcel 5:

Lot 1 of Certified Survey Map No. 2224, according to the recorded plat thereof recorded in Volume 10 of Certified Surveys on page 348 as Document No. 244340, located in the NW 1/4 of the SW 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin.

EXCEPTING THEREFROM all that portion thereof as is set forth in the Plat of Certified Survey Map No. 3510, recorded December 17, 2002, in Volume 20 of Certified Surveys on Page 248, as Document No. 536289.

Tax Key No. WA222400001

Parcel 6:

Outlet 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

Tax Parcel No. WA499800002

Parcel 7:

The East three fourths (3/4) of the North East quarter of the South East quarter of Section two (2) in Township one (1) north of Range sixteen (16) East, Town of Walworth, Walworth County, Wisconsin.

TOGETHER WITH 10 acres off from the West Side of the North East quarter of the South East quarter of Section two (2) in Township one (1) north of Range sixteen (16) East, Town of Walworth, Walworth County, Wisconsin.

EXCEPTING THEREFROM all that portion thereof as is set forth in a Conveyance for Highway Purposes recorded October 26, 1939, in Volume 260 of Deeds on Page 163, as Document No. 337800, and being more particularly described as:

A parcel of land in the northeast one-quarter of the southeast one-quarter of Section 2, Township 1 north, Range 16 East, Town of Walworth, Walworth County, described as follows, to wit:

The south 17 feet of the north 50 feet extending from the northeast corner of the northeast one-quarter of the southeast one-quarter of Section 2, west along one-quarter section line 683.6 feet to a point; ALSO the south 17 feet of the north 50 feet beginning at a point 150 feet west of the last described point; thence extending west along the one-quarter section line 500 feet to the west line of the northeast one-quarter of the southeast one-quarter of said Section 2.

SAID PARCEL BEING SOMETIMES DESCRIBED AS:

The North East quarter of the Southeast quarter of Section two (2) in Township one (1) north of Range sixteen (16) East, Town of Walworth, Walworth County, Wisconsin.

EXCEPTING THEREFROM all that portion thereof as is set forth in a Conveyance for Highway Purposes recorded October 26, 1939, in Volume 260 of Deeds on Page 163, as Document No. 337800, and being more particularly described as:

A parcel of land in the northeast one-quarter of the southeast one-quarter of Section 2, Township 1 north, Range 16 East, Town of Walworth, Walworth County, described as follows, to wit:

The south 17 feet of the north 50 feet extending from the northeast corner of the northeast one-quarter of the southeast one-quarter of Section 2, west along one-quarter section line 683.6 feet to a point; ALSO the south 17 feet of the north 50 feet beginning at a point 150 feet west of the last described point; thence extending west along the one-quarter section line 500 feet to the west line of the northeast one-quarter of the southeast one-quarter of said Section 2.

Tax Key No. E W 200019

Parcel 8:

The Southeast quarter of the Southeast quarter of Section 2 in Township 1 North, Range 16 East, Town of Walworth, Walworth County, Wisconsin.

Tax Key No. E W 200020

RESOLUTION NO. R-21-25

RESOLUTION APPROVING DEVELOPMENT AGREEMENT
(Topography – The Preserve Development)

WHEREAS, Topography Hospitality, LLC a Delaware limited liability company (the "Developer") has submitted a Development Agreement to the Village of Williams Bay (Village) concerning land that the Developer has a purchase and sale agreement (the "PSA") with Aurora University for the acquisition of certain real property located in the Village at 350 Constance Blvd. (the "Development Property"); and

WHEREAS, the land, the Development Property of which is to be governed by the terms of the Development Agreement, consists of Tax Key Nos. EW 2000020, WWUP 00011, WGT 00010, WGT 00009, WA 499800002 and EW 200020 with the Annexation of EW 200019 with Conservation Easement; and

WHEREAS, the Topography will assign its ownership rights in the Development Property to Williams Bay Property Company, LLC, a Delaware limited liability company (the "Property Owner"); and

WHEREAS, the Developer intends to construct a hotel on the Development Property commonly known as "The Preserve" for the benefit of the Property Owner; and

WHEREAS, the Village anticipates the need for improvements to the existing public infrastructure to serve the hotel and surrounding areas in order to attract tourism; and

WHEREAS, the Village has created Tax Incremental District Number 1 ("TID #1") in order to use tax increments generated by the hotel project to provide a tax incremental financing (TIF) grant for the cost to construct the public infrastructure improvements; and

WHEREAS, the Village and Developer desire to cooperate in the redevelopment of the Development Property as a public-private project in accordance with the terms of this Agreement; and

WHEREAS, the Developer has agreed to fully fund and construct the Village Public Works Project and be reimbursed for these costs through the increment generated by TID #1 as "Pay-Go Financing"; and

WHEREAS, approval of the General Development Plan (GDP) and Final Development Plan (FDP) are subject to the approval by the Village of a Development Agreement governing the development of The Preserve; and

WHEREAS, the Plan Commission of the Village having reviewed the proposed GDP and having recommended to the Village Board approval of the GDP, subject to certain revisions, which revisions have been agreed to and made by Developer; and

WHEREAS, the Village Engineer and Village Zoning Administrator having reviewed the Development Agreement as revised, and having indicated no objections to the provisions of said agreement and confirming that the GDP revisions requested by the Plan Commission have been addressed.

NOW, THEREFORE, the Village Board of the Village of Williams Bay do resolve as follows:

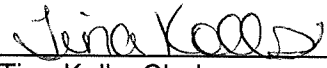
The Development Agreement by and among the Village of Williams Bay and Topography Hospitality, LLC, a Delaware limited liability company, for lands currently owned by Aurora University, which land is more specifically identified in said agreement as submitted March 17, 2025, is hereby approved.

IT IS FURTHER RESOLVED that the Village President and Village Clerk are authorized to sign the Development Agreement on behalf of the Village of Williams Bay.

Approved by the Village Board of the Village of Williams Bay this 17th day of March, 2025.

VILLAGE OF WILLIAMS BAY

By: 
William Duncan, President

Attest: 
Tina Kolls, Clerk

DEVELOPMENT AGREEMENT

by and among

THE VILLAGE OF WILLIAMS BAY, and

TOPOGRAPHY PROPERTY HOLDINGS, LLC

EXHIBITS

Exhibit A Legal Descriptions of the Development Property

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), dated as of this 13th day of March, 2025 (the "Effective Date"), is made by and among the VILLAGE OF WILLIAMS BAY, a Wisconsin municipal corporation (the "Village"), and TOPOGRAPHY PROPERTY HOLDINGS, LLC, a Delaware limited liability company (the "Developer").

RECITALS

WHEREAS, Topography Hospitality, LLC, a Delaware limited liability company ("Topography"), has entered into a purchase and sale agreement (the "PSA") with Aurora University for the acquisition of certain real property located in the Village at 350 Constance Blvd., and described on Exhibit A and depicted on Exhibit B (the "Development Property"); and

WHEREAS, Topography will assign its ownership rights in the Development Property to Williams Bay Property Company, LLC, a Delaware limited liability company (the "Property Owner"); and

WHEREAS, the Developer intends to construct a hotel and related amenities on the Development Property for the benefit of the Property Owner; and

WHEREAS, the Village anticipates the need for improvements to the existing public infrastructure to serve the hotel and surrounding areas in order to attract tourism; and

WHEREAS, the Village has created Tax Incremental District Number 1 ("TID #1") in order to use tax increments generated by the Project to provide a tax incremental financing (TIF) grant for the cost to construct the public infrastructure improvements; and

WHEREAS, the Village and Developer desire to cooperate in the redevelopment of the Development Property as a public-private project in accordance with the terms of this Agreement; and

WHEREAS, the Village has found that but for the provisions of tax incremental financing the development would not occur; and

WHEREAS, the parties hereby desire to enter into this Agreement to set forth the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I DEVELOPMENT OF THE PROJECT

Section 1.1. Development. The Village and Developer will redevelop the Development Property in accordance with this Agreement and will cooperate with one another in connection therewith. No decisions or approvals required to be made hereunder shall be subject to any unreasonable condition or delay.

Section 1.2. Project Description. The development of the Development Property contemplated by this Agreement consists of two primary components: (1) the "Hotel" and (2) the "Public Infrastructure" (together, the "Project"), with the Hotel anticipated to be comprised of several sub-components (each, a "Project Element"), as generally described below:

(a) Hotel. The Hotel shall consist of the following Project Elements. The location of the Project Elements shall be determined by the Developer as part of its zoning approval.

(1) Shall not exceed sixty-eight (68) total keys contained in the lodge comprising approximately 45,000 square feet (s.f.); cabins comprising a total of approximately 24,750 s.f.; and a boathouse comprising approximately 2,500 s.f.

(2) Guest amenities as described in the planned development overlay zoning text comprising approximately 49,900 s.f. and other uses as described in the zoning text.

(3) A public preserve (the "Preserve"), labeled on Exhibit B, consisting of walking trails and other natural elements for use by the public as described in the conservation easement (the "Conservation Easement"), a form of which is attached as Exhibit C.

(4) A pier associated with a boathouse, with a maximum of twelve (12) boat slips and one (1) pier without boat slips. Except for boat rentals and activities for guests of the Hotel, no private boat launches or commercial business activities will be permitted on the pier.

(5) Developer reserves the right to make modifications to the above Project Elements based on market feasibility, but subject to the planned development overlay zoning approvals of the Village.

(b) Public Infrastructure. The Public Infrastructure is defined as the public works improvements which are subject to the contract for construction of the Public Infrastructure, the form of which is attached as Exhibit D (the "PWI Contract"). Public Infrastructure may also be referred to as "PWI". The Village and Developer shall comply with the provisions of Section 3.2(c) in carrying out their respective obligations related to the Public Infrastructure.

Section 1.3. Property Division and Conservation Easement. Following acquisition of the Development Property, Developer intends to create and record, or cause to be recorded, a certified survey map (CSM) adjusting lot lines and depicting certain easements and restrictions as reasonably agreed between the Village and Developer for the purpose of carrying

out this Agreement. For clarity, the Development Property does not include the Water Safety Patrol building which will be separately conveyed by Aurora. A North Parcel Uses. The approval of the CSM shall be subject to the General Ordinances for the Village of Williams Bay, Chapter 375, Article 6. Approval shall not be unreasonably withheld, conditioned or delayed. Developer will also record a Conservation Easement which will apply to the land for the Preserve.

ARTICLE II

LAND ACQUISITION, PROJECT COMMENCEMENT, AND SECURITY

Section 2.1. Land Acquisition.

(a) Land acquisition, pursuant to the PSA is expected to occur in April of 2025. As a condition of the Developer's obligation to acquire the Development Property, the Developer and the Village shall perform the following actions, and execute and deliver, as applicable, the following documents, or otherwise obtain necessary approvals as stated here:

- (1) Approval of the General Development Plan.
- (2) Approval of a conditional surrender of the liquor license described in Section 3.3.

Section 2.2. Project Commencement.

(a) Following acquisition of the Development Property, Developer will proceed in pursuing permits for the construction of the Project, including raze permit, footings and foundations permit, and building permit (the "Building Permit") as necessary and in compliance with Village Ordinances and Section 3.2 herein (with the Building Permit, collectively the "Permits", individually a "Permit").

(b) Developer and the Village shall cooperate in the performance of certain actions including, but not limited to, executing and delivering, as applicable, the following documents, or otherwise obtain necessary approvals as stated here as a condition to Developer's obligation to undertake construction of the Project, and completed prior to the issuance of the Building Permit.

- (1) Developer's decision, at its sole discretion, to proceed with construction.
- (2) Developer's satisfaction of conditions precedent for the Private Funding.
- (3) Bidding for PWI, and execution of the PWI Contract.
- (4) Approval and recording of the CSM, if necessary.
- (5) Execution and recording of the Conservation Easement.
- (6) Execution and recording of the Access and Maintenance Easement.

- (7) Execution of any documents necessary to evidence the Village Development Incentive described in Section 2.3(b).

(c) Each Permit may require that certain reasonably required conditions be met, which shall be communicated by the Village to the Developer promptly, and the Village shall cooperate in Developer's satisfaction of those condition.

(d) The Village and Developer agree and understand that the Permits will be applied for in anticipation of Permit issuance beginning in September of 2025, and a building permit expected to be issued in the first quarter of 2026. The Village shall take no action that unreasonably conditions or delays the issuance of any of the Permits.

Section 2.3. Summary of Funds and Village Incentive for Project Development.

(a) Developer shall be responsible for all costs of the Project and will obtain total debt and equity commitments necessary for completion of the Project Elements (the "Private Funding"), the sufficiency of which shall be in the discretion of the Developer.

(b) Village Development Incentive.

- (1) The total cost of constructing the Public Infrastructure by Developer is estimated to not exceed \$4,500,000, subject to change based on final specification and value engineering. Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, the Village shall, to help defray the costs of development and make the Project financially feasible, provide a TIF development incentive grant in the amount of the Certified PWI Cost, defined below, plus seven percent (7%) interest payable solely from the ninety percent (90%) of Tax Increment (as that is defined in Section 66.1105 of the Wisconsin Statutes) ("Tax Increment Law") generated from the Development Property. The Village shall provide such development incentive grant by issuing to Developer a municipal revenue obligation (the "MRO") in the form, and with the terms, set forth on Exhibit E attached hereto and made a part hereof. The MRO shall be payable to Developer in annual installments and solely from Tax Increment generated by the Project. The MRO shall be issued by the Village and delivered to Developer within 30 days of the date the conditions set forth in subsection (c) below have been satisfied for the construction of the Public Infrastructure, and Developer has submitted written request for issuance of the MRO. The MRO shall be further subject to subsection (c)(3).

- (2) Construction of the Public Improvements. Developer understands that the MRO will only be issued upon completion of the conditions set forth in subsection (c), and that payments under the MRO, and the Village's obligations under such MRO, shall terminate upon termination of TID #1 in 2044 regardless of whether Developer has received full payment on the MRO.

- (3) District Duration. The Village covenants and agrees not to cause the early termination of the District prior to the MRO Expiration Date (as defined the MRO).
- (4) Developer to Timely Proceed with Development. Developer shall use good faith efforts to complete the Project no later than December 31, 2027.

(c) Conditions Precedent to Issuance of MRO.

- (1) Completion of Public Improvements. The Public Infrastructure shall have been completed and accepted by the Village.
- (2) Certification of Public Improvement Cost and Adjustment of Incentive. Developer shall cause its civil engineer for the Project to certify the costs of the Public Infrastructure to the Village ("Certified PWI Cost") who shall, in that regard, have a duty of care to the public. The principal amount of the MRO shall be adjusted to equal the Certified PWI Cost.
- (3) Utilization of TIF Grant. The TIF grant shall be utilized solely for reimbursement of "project costs" as defined in the Tax Increment Law, limited to the Public Infrastructure as defined in Section 1.2(b). To ensure the TIF grant is not used for ineligible expenses, the amount of the TIF grant is equal to the Certified PWI Cost, but shall not exceed the principal amount of \$4,500,000.

(d) Collateral Assignment. This Agreement and the MRO may be collaterally assigned, with written consent of the Village, which shall not be unreasonably withheld, in whole or in part by Developer to any other party providing financing for the Project or Public Infrastructure. This Agreement may also be assigned, with written consent of the Village, which shall not be unreasonably withheld, in whole or in part by Developer to another party provided that the party accepts all obligations of Developer under this Agreement.

(e) The Village hereby acknowledges and agrees that after the completion of the Project, as evidenced by a certificate of occupancy issued by the Village, the Developer shall be expressly permitted to assign the rights and obligations under to the Property Owner. Developer represents that, in its corporate capacity, Developer has sufficient control of the Property Owner to cause the Property Owner to accept this assignment.

(f) Limitation on Sale or Assignment. The Developer, or its assigns, shall not, sell, convey, transfer, lease, sublease or in any other manner assigned to any person, firm, corporation, partnership or other entity of any kind or nature, which would make the Development tax exempt without first obtaining the written approval of the Village and the execution of a payment in lieu of taxes (PILOT) agreement with the Village ensuring the payment of the Tax Increment.

ARTICLE III
LAND USE APPROVALS; PERMITTING; CONSTRUCTION

Section 3.1. Land Use Approvals.

(a) Applications. Developer will submit, or cause to be submitted, application materials required under the Village code for zoning and any other municipal land use and development approvals required in order to undertake the Project, including preparation and submission of detailed plans and specifications for the Hotel for review and approval by the Village in accordance with applicable Village ordinances related to planned development overlay zoning (collectively, the "Land Use Approvals").

(b) Village Cooperation. The Village will reasonably cooperate with Developer in processing the applications for Land Use Approvals in connection with the Hotel. This section does not obligate the Village to make any application on behalf of Developer, bear responsibility for gaining approvals or removing zoning conditions for the Hotel or alleviate Developer's obligations under Section 3.1(a). However, the approval of any application shall not be unreasonably withheld, conditioned or delayed.

Section 3.2. Building and Construction Permits; Fees.

(a) Developer shall comply with all applicable Village building codes and construction requirements and shall be responsible for obtaining all building permits with respect to construction of the Hotel and Developer shall pay the normal and customary Village charges and shall be responsible for obtaining all building permits prior to such construction.

(b) No portion of the Hotel shall be construed as "public construction" and, as such, Developer shall not be required to comply with Wisconsin law governing public construction, including but not limited to Wis. Stat. §§ 61.54, 66.0901 and 779.14.

(c) Bidding, Scope of Work. The Developer shall be responsible for the design of all private utilities and will, at its expense, design all PWI except the water transfer station. Approvals hereunder shall be subject to the following:

- (1) The water transfer station will be designed by the Village Engineer within thirty (30) days after approval of the final development plan of the Planned Development Overlay Zoning (FDP).
- (2) Developer's design of the PWI shall be subject to review and approval of the Village Engineer who shall, after submission by the Developer, exercise due diligence in reviewing same and providing either his request for modifications or his approval of same.
- (3) Following the approvals in (1) and (2), the Village Engineer shall put out for bids the PWI scope of work. Review of bid responses shall be conducted by the

Village Engineer and Developer. Selection of the contractor shall be made by the Developer, and Developer shall hold the contract. The Village and Developer agree that the Public Infrastructure is subject to the exemption from public bidding under Wis. Stat. §62.15(1e), and the bidding referenced hereunder is made solely for the purpose of ensuring the PWI contractor is acceptable to the Village. Provided that the PWI price will be based on the lowest responsive, responsible bid as recommended by the Village Engineer. The Developer may choose another bidder, but the price of the PWI reimbursement is based on the bid recommendation of the Village Engineer. The difference between the total price of the bid recommended by the Village Engineer and the price of the bid selected by the Developer, if higher, is at the cost of the Developer. Developer agrees to indemnify and hold harmless the Village in the event a claim is made against the Village due to Developer choosing a bid higher than that recommended by the Village Engineer.

(4)

- (5) The Developer shall be provided with Access and Maintenance Easements for the purpose of maintaining, repairing and replacing the private utilities, in the form of the attached Exhibit F.

Section 3.3. Liquor License. As a material inducement to enter into this Agreement, the Village agrees to allow Aurora University d/b/a George Williams College to conditionally surrender its Class “B” Beer and Class “B” Liquor license for the sale of alcoholic beverages at the Property contingent upon the Village’s approval of a replacement Class “B” Beer and Class “B” Liquor license in the name of Developer, or its nominee, for the sale of alcoholic beverages at the Property. The Developer, or its nominee, shall comply with all applicable legal requirements in connection with the application, review and approval of its prospective Class “B” Beer and Class “B” Liquor license for the Property and the Village shall review such prospective license in the same manner as any other Class “B” Beer and Class “B” Liquor license. Nothing in this Agreement shall be construed to limit the authority of any governmental board, commission, agency or officer in the determination of whether to grant or deny any such prospective license, nor to guaranty that any prospective license will be granted. The parties acknowledge that the approval of any prospective license shall be granted or denied in accordance with all applicable legal requirements.

ARTICLE IV INSURANCE

The parties shall purchase and maintain such insurance coverages as described in the form Exhibits attached hereto.

ARTICLE V CONTRIBUTIONS TO COMMUNITY

Section 5.1. Charitable Contribution. In support of community projects undertaken to

meet the needs of residents and visitors to the Village, and in support of various non-profit organizations including service clubs that benefit the Village, Developer, directly or indirectly, shall make a contribution valued at \$250,000 (the "Contribution") from net proceeds of the Project, beginning in the year the Hotel opens for business, as further described herein, and made annually thereafter. The Contribution shall be made to support and assist with only those nonprofit endeavors that benefit the Village, including, but not limited to, providing monetary or in-kind donations to bona fide Village-based nonprofit organizations, supporting service clubs, or assisting the Village with projects that benefit the community. In any case, the Contribution shall be pro-rated based on the number of days in any calendar year that the Hotel is open for business. Within forty-five (45) days after the end of each calendar year, Developer shall provide Village with a report identifying the exact amount of Contribution allocated in the previous calendar year, along with the value of such Contribution received by each recipient.

Section 5.2. Provision of Public Restroom. In recognition of the intended use of the Preserve by the public, in addition to its use by Hotel guests, Developer will repair and remodel, or, if required due to the existing condition of the Clubhouse, replace the former golf course clubhouse (the "Clubhouse") to provide restrooms available for use by the public. Subject to the provisions of the Planned Development Overlay, all other ancillary uses of the Clubhouse shall be at the sole discretion of the Developer. Developer will be responsible for ongoing maintenance and repair of the Clubhouse and will be permitted to establish restrictions on the public restroom's use during non-daylight hours or weather conditions which would otherwise interfere with its safe use as a public restroom facility. The Clubhouse shall be connected to all required public utilities at the expense of the Developer.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.1. Representations and Warranties by the Village. The Village represents and warrants that:

(a) The Village is a municipal corporation duly organized and existing under the laws of the State of Wisconsin. The Village has the power to enter into this Agreement and carry out its obligations hereunder and provision has been made to pay the liability that will accrue under this Agreement.

(b) There is not pending, nor to the best of the Village's knowledge after due inquiry is there threatened, any suit, action or proceeding against the Village before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the Village to perform its obligations hereunder, or the validity or enforceability of this Agreement.

Section 6.2. Representations and Warranties by the Developer. Developer represents and warrants that, as of the Effective Date, Developer:

(a) is a limited liability company organized and validly existing under the laws of the State Delaware.

- (b) has duly authorized the execution of this Agreement and the performance of its obligations hereunder, and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, is prevented, limited by or conflicts with or results in a breach of, any indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.
- (c) There are no pending or threatened legal proceedings of which Developer has knowledge which seek to restrain or enjoin the transactions contemplated by this Agreement or which question the authority of Developer to execute and deliver this Agreement or the validity of this Agreement.

ARTICLE VII EVENTS OF DEFAULT

Section 7.1. Notice and Opportunity to Cure. 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. Subject to reasonable unavoidable delays, if the alleged default is not cured within thirty (30) days after the defaulting party's receipt of such notice, 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 non-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 by 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. No notice of such election by the non- defaulting party shall be required.

Section 7.2. No Remedy Exclusive. No remedy hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right accruing upon any default shall impair any such right or shall be construed to be a waiver thereof, but any such right may be exercised from time to time and as often as may be deemed expedient.

Section 7.3. No Implied Waiver. In the event any provision contained herein should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any rights or remedies which the non-breaching party shall have and shall not be deemed a waiver of any subsequent default of any such terms, conditions and covenants to be performed hereunder.

Section 7.4. Duty to Provide Information. Each party shall have the obligation to communicate information upon the reasonable request of the other party where the information can reasonably be deemed necessary to ensure performance under this Agreement. Failure to comply with this section may be deemed a default under this Article VII. This section shall not apply to communications that are subject to attorney-client privilege or any other recognized privilege under the law, this section shall not apply to any legal actions by either party arising under separate statutes or contracts (including the Exhibits).

ARTICLE VIII ADDITIONAL PROVISIONS

Section 8.1. Amendments; Incorporation of Exhibits. As the parties continue work on the pre-development activities contemplated herein and prepare the various agreements referenced above in connection with the design, development, and financing of the Project, the parties will amend this Agreement to incorporate additional details, terms and conditions and the various agreements referenced above may be appended as exhibits to this Agreement. The parties may amend this Agreement, including but not limited to extending any deadlines, only by a written document agreed to by the parties.

Section 8.2. Consents and Approvals; Good Faith. Except for matters for which there is a standard of discretion specifically set forth herein, wherever this Agreement provides for a determination, decision, selection, consent, approval, acceptance, adoption, satisfaction, or other action, the parties hereto shall exercise good faith in undertaking such actions and shall not unreasonably withhold, condition or delay any determination, decision, selection, consent, approval, acceptance, adoption, satisfaction or other action that may be necessary to fully implement the terms of this Agreement. In making any denial, the Village's decision shall be supported by evidence and shall not be arbitrary and capricious, or done solely for the purpose of delaying or preventing the Developer from carrying out the Project.

Section 8.3. Conflict of Interests. No official or employee of the Village directly working on this Agreement shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No official, or employee of any party to this Agreement shall be personally liable to any other party, or any of their respective successors in interest, in the event of any default or breach by a party to this Agreement for any amount which may become due to any other party on any obligations under the terms of this Agreement, except in the case of willful misconduct.

Section 8.4. Broker's Commission. The parties acknowledge that no broker's commission or finder's fee is payable with regard to this transaction. Each party agrees to indemnify and hold the other harmless from and against all liability, claims, demands, damages, or costs of any kind arising from or connected with any broker's commission or finder's fee or other charge claimed to be due any person arising from the indemnifying party's conduct with respect to this transaction.

Section 8.5. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, transmitted by facsimile, delivered by a recognized overnight carrier, or delivered personally to the following addresses:

If to Developer: Darrell Slomiany
Topography Hospitality
111 S. Wacker Dr., Suite 4960
Chicago, IL 60606

With a copy to: Kevin Ramakrishna
Reinhart, Boerner, Van Deuren, s.c.
22 E. Mifflin St., Suite 700
Madison, WI 53703

If to Village: Dave Lothspeich, Village Administrator
Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191

With a copy to: Attorney Mark A. Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

Section 8.7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

Section 8.8. No Third-Party Beneficiaries. It is the intention of the parties to this Agreement that no person who is not a party signatory to this Agreement shall, under a third party beneficiary theory or otherwise, have any rights or interests hereunder as against the Village, and no such other party shall have standing to complain of the Village's exercise of, or alleged failure to exercise, its rights and obligations, or of its performance or alleged lack thereof, under this Agreement.

Section 8.9. Adequate Consideration. The parties acknowledge and agree that this Agreement is intended to be binding and enforceable and each party waives any right to challenge the enforceability of this Agreement based on discretion afforded either party in evaluating the fulfillment of certain conditions precedent to the Closing. Each party covenants and agrees to act diligently and expeditiously, and to exercise good faith, in seeking to satisfy such contingencies. Village acknowledges that this Agreement requires Developer to commit time and resources in pursuing the Project and that such expenditures constitute good and sufficient consideration to Village for entry into this Agreement. Furthermore, the parties agree that, upon satisfaction or waiver of the last of the contingencies set forth herein, this Agreement shall be deemed affirmed without inclusion of such contingencies.

Section 8.10. Wisconsin Law. This Agreement shall be deemed to have been made in the State of Wisconsin and its validity, construction, performance, breach and operation shall be governed by the laws of the State of Wisconsin.

Section 8.11. Severability. If any term or provision of this Agreement or the application thereto to any person or circumstance, shall, to any extent, be held invalid, unlawful or otherwise unenforceable, the remainder of this Agreement, or the application of such term or provisions to the persons or circumstances other than those as to which it is invalid, unlawful or otherwise unenforceable shall not be affected thereby and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 8.12. Assignment. Developer shall have the right to assign this Agreement, or contracts arising hereunder to an affiliate of the Developer or the Property Owner without consent of the Village.

ARTICLE IX TERMINATION OF AGREEMENT

Section 9.1. Termination. Except as provided in below, in the event the conditions set forth in Section 2.1 and 2.2 are not satisfied by July 1, 2026, Developer or Village shall have the option to terminate this Agreement upon thirty (30) days written notice to the other party. Notwithstanding the foregoing, neither party shall have the right to terminate under this provision if the failure to satisfy Section 2.1 and 2.2 by July 1, 2026 is the result of a violation of Section 8.2 or otherwise the result of the terminating party unreasonably withholding, conditioning, or delaying any approval.

Section 9.2. Expiration. If not terminated pursuant to Article VII following an uncured default or Section 9.1 above, this Agreement shall expire automatically upon the satisfaction of the MRO. No such termination shall terminate any indemnification or other rights or remedies arising hereunder due to any default which occurred and was continuing prior to such termination.

Section 9.3. Effect of Termination. Upon termination of this Agreement pursuant to this Article IX, this Agreement shall be null and void and, except for obligations that expressly survive termination, and no parties shall have any further obligations or liabilities hereunder.

Upon such termination the Developer and the Village shall deliver to each other such documents as may be necessary to evidence the termination of this Agreement.

Section 9.4. Authority. Each of the undersigned individuals signing this Agreement represent and warrant that they have the power and authority to sign this Agreement on behalf of the entity they represent.

(Signatures begin on next page.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

TOPOGRAPHY PROPERTY HOLDINGS, LLC

By: _____
Liam Krehbiel

VILLAGE OF WILLIAMS BAY

By: William Duncan
William Duncan, President

By: Tina Kolls
Tina Kolls, Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT PROPERTY

Parcel 1:

A parcel of land located in the SW 1/4 of Section 1, T1N, R16E, and the NW 1/4 of Section 12, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Beginning on the Easterly line of the Williams Bay-Fontana Road at a point located 40.00 feet South of the North line of said Southwest 1/4 of Section 1; thence N 44° 52' E 21.63 feet to a point on the South line of State Trunk Highway No. "36" (now Highway "67"/ West Geneva Street) located 40.00 feet East of the West line of said Southwest 1/4 of Section 1; thence N 88° 45' E along the South line of said highway 169.91 feet to the Northwest corner of Lot 14 of Observatory Subdivision as recorded in Volume 5 of Plats on Page 102, at the Office of the Register of Deeds in Elkhorn, Wisconsin; thence S 1° 00' W along the West line of said Lot 14, 302.32 feet; thence N 88° 45' E along the South line of said Lots 14 and 13, 135.76 feet to the centerline of Observatory Place as shown on the recorded plat of Observatory Subdivision; thence S 1° 00' W along the centerline of said road 352.00 feet; thence N 88° 45' E 360.00 feet to the Southeast corner of Lot 28 of Observatory Subdivision; thence S 1° 03' W along the East line of said subdivision 591.00 feet; thence S 88° 45' W 15.00 feet; thence S 1° 03' W along the centerline of Tennis Avenue, (now vacated) as shown on the plat of Grand Terrace Subdivision as recorded in Volume 5, Page 15 and 16 of Plats at the Office of the Register of Deeds in Elkhorn, Wisconsin, 615.00 feet to the North line of Grand View Avenue; thence S 88° 45' W along the North line of said Grand View Avenue 664.18 feet to the East line of the Williams Bay-Fontana Road; thence N 1° 00' E along said East line 1845.18 feet to the place of beginning.

ALSO beginning at the intersection of the East line of said Williams Bay-Fontana Road and the South line of Grand View Avenue; thence N 88° 45' E along the South line of said Grand View Avenue 440.45 feet to the Northwest corner of Lot 65 of Grand Terrace Subdivision; thence S 1° 00' W along the West line of said Lot 65, 141.14 feet; thence N 88° 45' E 14.00 feet to a point on the North line of Lot 56 of Grand Terrace Subdivision located 25.00 feet East of the Northwest corner of said Lot 56; thence S 1° 00' W 162.38 feet to a concrete monument located on the South line of said Lot 56; thence Southeasterly along the Southerly line of Lots 56, 55, 54, and 53 of Grand Terrace Subdivision to a concrete monument located on the most Southerly corner of said Lot 53 and located S 65° 55' E 324.07 feet from the last mentioned concrete monument; thence N 46° 56' E along the Southeasterly line of said Lot 53 and the Northeasterly extension of said line 195.49 feet to the centerline of Tennis Avenue (now vacated) and a concrete monument; thence South-Southeasterly along the centerline of said Tennis Avenue (now vacated) to a concrete monument on the Northerly line of Constance Boulevard located S 49° 02' E 223.13 feet from the last mentioned concrete monument; thence S 76° 05' E 113.63 feet to a point on the Southerly line of said Constance Boulevard; thence N 77° 40' E 256.30 feet; thence S 1° 02' W 707.59 feet more or less to the shore of Geneva Lake; thence Southwesterly along the shore of Geneva Lake 856 feet more or less to the most Easterly corner of Lot 8, Grand Terrace Subdivision; thence N 27° 59' W along the Easterly line of said Lot 8, 401.16 feet to the

Southerly line of Outing Street; thence N 13° 48' W 20.00 feet to a concrete monument on the Northerly line of said Outing Street; thence Westerly and Southwesterly along the Northerly line of said Outing Street 288.12 feet more or less to the most Easterly corner of the Southwesterly 30.00 feet of Lot 26, Grand Terrace Subdivision; thence N 23° 32' W along the Northeasterly line of said Southwesterly 30.00 feet and the Northwesterly extension thereof 345.78 feet to the Northerly line of Constance Boulevard; thence S 63° 41' W along the Northerly line of said Constance Boulevard 131.57 feet to the West line of said Section 12; thence N 1° 25' E along the said West line 225.51 feet; thence S 89° 48' E 25.00 feet; thence N 1° 25' E along the East line of Williams Bay-Fontana Road 66.00 feet; thence N 1° 00' E along the East line of said road 736.93 feet to the place of beginning.

ALSO a parcel of land located in Lot 14; Observatory Subdivision, located in the Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Beginning at the southwest corner of said Lot 14; thence East along the south line of said lot 45.29 feet; thence N 40° 59' 30" W 66.18 feet to a point on the west line of said Lot 14; thence S 2° 09' 30" W along the west line of said Lot 14, 50.00 feet to the place of beginning.

EXCEPTING THEREFROM a parcel of land located in the Southwest 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 14, Observatory Subdivision located in said Southwest 1/4; thence East along the south line of said Lot 14, 45.29 feet to the place of beginning; thence S 68° 02' 00" E 80.12 feet; thence N 2° 15' 06" E along the west end of Observatory Place, (a street located in said subdivision), 30.00 feet to the south line of said Lot 14; thence West along the south line of said Lot 14, 75.47 feet to the place of beginning.

ALSO EXCEPTING THEREFROM a parcel of land being part of Lot 9 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as:

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southernly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

FURTHER EXCEPTING THEREFROM a parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) north, range sixteen (16) east according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence

southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WWUP 00011

Parcel 2:

A parcel of land being part of Lot 9 in Grand Terrace Subdivision at Lake Geneva Wis., Village of Williams Bay, Walworth County, Wisconsin.

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southernly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

Tax Key No: WGT 00010

Parcel 3:

A parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) North, Range Sixteen (16) East according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WGT 00009

Parcel 4:

Lot 2 of Certified Survey No. 1198 recorded in Volume 5 of Certified Surveys on Page 278 as Document No. 73877 and located in the SW 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin.

Tax Key No. WA 119800002

Parcel 5:

Lot 1 of Certified Survey Map No. 2224, according to the recorded plat thereof recorded in Volume 10 of Certified Surveys on page 348 as Document No. 244340, located in the NW 1/4 of the SW 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin.

EXCEPTING THEREFROM all that portion thereof as is set forth in the Plat of Certified Survey Map No. 3510, recorded December 17, 2002, in Volume 20 of Certified Surveys on Page 248, as Document No. 536289.

Tax Key No. WA222400001

Parcel 6:

Outlet 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

Tax Parcel No. WA499800002 Parcel 7:

The East three fourths (3/4) of the North East quarter of the South East quarter of Section two (2) in Township one (1) north of Range sixteen (16) East, Town of Walworth, Walworth County, Wisconsin.

TOGETHER WITH 10 acres off from the West Side of the North East quarter of the South East quarter of Section two (2) in Township one (1) north of Range sixteen (16) East, Town of Walworth, Walworth County, Wisconsin.

EXCEPTING THEREFROM all that portion thereof as is set forth in a Conveyance for Highway Purposes recorded October 26, 1939, in Volume 260 of Deeds on Page 163, as Document No. 337800, and being more particularly described as:

A parcel of land in the northeast one-quarter of the southeast one-quarter of Section 2, Township 1 north, Range 16 East, Town of Walworth, Walworth County, described as follows, to wit:

The south 17 feet of the north 50 feet extending from the northeast corner of the northeast one-quarter of the southeast one-quarter of Section 2, west along one-quarter section line 683.6 feet to a point; ALSO the south 17 feet of the north 50 feet beginning at a point 150 feet west of the last described point; thence extending west along the one-quarter section line 500 feet to the west line of the northeast one-quarter of the southeast one-quarter of said Section 2.

SAID PARCEL BEING SOMETIMES DESCRIBED AS:

The North East quarter of the Southeast quarter of Section two (2) in Township one (1) north of Range sixteen (16) East, Town of Walworth, Walworth County, Wisconsin.

EXCEPTING THEREFROM all that portion thereof as is set forth in a Conveyance for Highway Purposes recorded October 26, 1939, in Volume 260 of Deeds on Page 163, as Document No. 337800, and being more particularly described as:

A parcel of land in the northeast one-quarter of the southeast one-quarter of Section 2, Township 1 north, Range 16 East, Town of Walworth, Walworth County, described as follows, to wit:

The south 17 feet of the north 50 feet extending from the northeast corner of the northeast one-quarter of the southeast one-quarter of Section 2, west along one-quarter section line 683.6 feet to a point; ALSO the south 17 feet of the north 50 feet beginning at a point 150 feet west of the last described point; thence extending west along the one-quarter section line 500 feet to the west line of the northeast one-quarter of the southeast one-quarter of said Section 2.

Tax Key No. E W 200019

Parcel 8:

The Southeast quarter of the Southeast quarter of Section 2 in Township 1 North, Range 16 East, Town of Walworth, Walworth County, Wisconsin.

Tax Key No. E W 200020

EXHIBIT B

EXHIBIT C

EXHIBIT D

Form of Tax Increment MRO

VILLAGE OF WILLIAMS BAY

VILLAGE OF WILLIAMS BAY TAX INCREMENT DISTRICT NO. 1 MUNICIPAL REVENUE OBLIGATION SERIES 202 A

THIS MUNICIPAL REVENUE OBLIGATION (the “MRO”) is issued this ____ day of _____, 202_ (the “Effective Date”) by the Village of Williams Bay, a Wisconsin municipal corporation located in Walworth County, Wisconsin (the “Village”) to [____], its successors and assigns (“Developer”).

W I T N E S S E T H

- A. The Village and Developer have entered into a development agreement dated [____], 2025 (the “Development Agreement”).
- B. The MRO is issued by the Village pursuant to the Development Agreement.
- C. Terms that are capitalized in this MRO that are not defined in this MRO and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

A G R E E M E N T

1. General. The Village hereby promises to pay to Developer, subject to all of the terms and conditions of this MRO, the principal amount not to exceed \$4,500,000 [as adjusted by the Certified PWI Cost], together with interest as described in Section 2, below, in payments described in Section 3, below.
2. Interest. The rate of interest shall be seven percent (7%) per annum. Interest shall accrue from the Effective Date.
3. Payments. Payments of principal and interest in the amounts set forth on the maturity schedule attached hereto as Schedule 1, shall be due in annual installments to the Developer beginning within sixty (60) days of completion of the Conditions, and continuing on September 1 thereafter until the MRO Expiration Date). As used in this Agreement, the term “MRO Expiration Date” means the earlier of:

(a) the statutory end of the District; or

(b) the date on which all principal and interest due hereunder have been paid in full.

Each payment date described in this Section 3 is referred to as an “MRO Payment Date” (collectively the “MRO Payment Dates”). Interest accrued in excess of the MRO Payments shall be added to the principal outstanding under the MRO. Prepayment of the amounts evidenced by this MRO may be made in full or in part at any time without penalty. If, by the MRO Expiration Date, there has been over the life of this MRO insufficient Tax Increment to pay all principal and interest due under this MRO, the Village shall have no further obligation to make any payments whatsoever on this MRO. On each Payment Date, the Village shall provide Developer an accounting of District financials demonstrating the calculation of the collected Tax Increment and payments due under this MRO.

4. Nature of Obligation. The principal and interest payments to be made on the MRO Payment Dates shall be payable solely from the ninety percent (90 %) of Tax Increment (as defined in the Tax Increment Law) from the Property (a) accrued during the calendar year or years preceding the applicable MRO Payment Date, and (b) actually received by the Village by such MRO Payment Date. The MRO shall be a special and limited obligation of the Village and not a general obligation. On each MRO Payment Date, the Village shall apply ninety percent (90 %) of the Tax Increment received from the Property for the previous year’s taxes in the following priority:

First, to payment of any interest due on this MRO.

Second, to the payment of any past due principal on this MRO.

Third, to payment of any principal due under this MRO on the MRO Payment Date.

Fourth, if there is Excess Tax Increment (as defined below), such Excess Tax Increment shall be applied to prepayment of the principal of the MRO.

Fifth, if there is Excess Tax Increment remaining after the Project is complete and the MRO is paid and after application of the Excess Tax Increment in accordance with the preceding paragraph, such Excess Tax Increment may be used by the Village for any other purpose permitted by the District’s project plan and the Tax Increment Law.

5. Excess Tax Increment. “Excess Tax Increment” means that portion of the ninety (90%) of the Tax Increment received by the Village from the Property for any calendar year that exceeds the sum of scheduled payments of principal and interest for that year and any unpaid principal or accrued interest from prior years under this MRO.

6. Subject to Appropriations. The Village’s obligation to make payments on this MRO shall be conditioned on the requirement that the Village Board shall appropriate Tax Increment to make such payments, there shall not be an event of default on the part of the Developer under the Development Agreement. The Village covenants and agrees that Tax

Increment from the Property proposed to be annually appropriated to repay the amounts owed under the MRO shall not be appropriated for any other use and the Village will use good faith efforts to annually appropriate all Tax Increment from the Property, to the extent necessary to make payments when due.

7. Transfer of MRO. In order to transfer or assign this MRO (but not for a collateral assignment of this MRO to a lender), the transferee or assignee shall surrender the same to the Village either in exchange for a new MRO or for transfer of this MRO on the registration records for this MRO maintained by the Village. Any transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all of the provisions of the Development Agreement. This provision shall not prevent assignment of Developer's rights under the Development Agreement, or the MRO as provided in the Development Agreement.

8. Neither the Municipal Revenue Obligation nor the Tax Increment shall be used or applied, in whole or in part, to the payment or reimbursement of any real, personal or other property taxes.

9. The Municipal Revenue Obligation payments shall not be included in the computation of the Village's constitutional debt limitation, because the Municipal Revenue Obligations payments are limited and conditional, and no taxes have been or will be levied for its payment or Excess Tax Increment, or other taxes pledged to its payment. Nothing in this Agreement shall be deemed to change the nature of Village's obligation from a limited and conditional obligation to a general obligation.

8. Miscellaneous. This MRO is subject to the Tax Increment Law and to the Development Agreement.

VILLAGE:

VILLAGE OF WILLIAMS BAY, WISCONSIN

By: _____

By: _____

Date: _____, 202_

Attest: _____

Date: _____, 202_

DEVELOPER:

[_____]

By: _____
_____, its _____

Date: _____, 202_

SCHEDULE 1

MRO PAYMENT SCHEDULE

[To be inserted upon issuance of MRO based upon estimated annual tax increment projections; final payments will be based on annual increment actually received by Village]

EXHIBIT E



MEMORANDUM

DATE: APRIL 21, 2025
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	Kevin Singh	Round Lake, IL	WBBA	P
T	Rena Monroe	Williams Bay, WI	WBBA	P
R	Robert Elliott	Lake Geneva, WI	WBBA	P

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-30-25**

**A RESOLUTION GRANTING TEMPORARY CLASS “B” FERMENTED MALT BEVERAGE AND
“CLASS B” WINE LICENSE TO WILLIAMS BAY BUSINESS ASSOCIATION
FOR THE CINCO DE MAYO EVENT**

WHEREAS, on April 21, 2025 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 Business Association for the Cinco De Mayo Event on April 3-4, 2025; 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 21st day of April, 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, 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: _____

☐ 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 May 3 and ending May 4 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 Business Assn. - DBA Cuco De Mayo

(b) Address 60 Johnson Terrace
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 2004

(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 Bob Elliott

Vice President _____

Secretary Jim Dallesandro

Treasurer it

(g) Name and address of manager or person in charge of affair: Leticia Green

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 S E Geneva St.

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? no

(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: outdoor fenced in beer garden.

3. Name of Event

(a) List name of the event Cuco De Mayo

(b) Dates of event May 3-4 2025

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 _____

(Signature / Date)

Williams Bay Business Assn.
(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Village of Williams Bay
PO Box 580
250 Williams Street
Williams Bay WI 53191

(262) 245-2700

Receipt No: 13.014779

Apr 15, 2025

LICENSES AND PERMITS - LIQUOR/BEER LICENSE	10.00
TEMP RETAILER	
100-43001 LIQUOR/BEER LICENSE	
Total:	10.00
CHECKS	10.00
Check No: 7568	
Payor: THE ELLIOT ORGANIZATION	
Total Applied:	10.00
Change Tendered:	.00

04/15/2025 9:37 AM



Village of Williams Bay Police Department

PO Box 580
250 Williams Street
Williams Bay, WI 53191



Phone: 262.245.2710

Chief Justin P Timm

Fax: 262.245.2711

To: Tina Kolls; Village Clerk
From: Justin P Timm; Chief of Police

Ref: Liquor License for Topography

Ms. Kolls,

On March 26th, 2025, I received, via email, a completed packet from Topography regarding their liquor license application.

On April 3rd, I met with Topography staff regarding the map of the facility and expectations from the Village.

With the information provided, I do not see any factors that would prevent Topography from obtaining a liquor license through the Village of Williams Bay contingent on a physical walk through of the facility prior to service of liquor.

Sincerely,

Justin P Timm
Chief of Police
Village of Williams Bay Police Department

March 26, 2025

Tomas Clasen
Direct Dial: 414-298-8391
tclasen@reinhartlaw.com

SENT BY E-MAIL AND HAND DELIVERED
EMAIL: CLERK@VI.WILLIAMSBAY.WI.GOV

Tina Kolls, Village Clerk
Village Hall-Village Clerk's Office
250 Williams Street
Williams Bay, WI 53191

Village Clerk Kolls:

Re: Topography Beverage Company LLC –
Original Alcohol License Application
Submission

Enclosed please find Topography Beverage Company LLC's original alcohol license application materials for a Class "B" Beer license and a "Class B" Liquor license for its proposed location at 350 Constance Blvd, Williams Bay, WI 53191 ("Premises"). A complete list of enclosures is as follows:

1. Aurora University d/b/a George Williams College's signed Conditional Surrender of its Alcohol Beverage License for the Premises;
2. Village of Williams Bay Alcohol License Checklist;
3. Alcohol Beverage License Application (Form AB-200);
4. Alcohol Beverage Appointment of Agent (Form AB-101) appointing Ms. Lindsey M. Collins ("Collins") as agent for Topography Beverage Company LLC;
5. Alcohol Beverage Individual Questionnaire (Form AB -100) for Mr. William V. Krehbiel;
6. Alcohol Beverage Individual Questionnaire (Form AB -100) for Collins;
7. Collins' proof of completion of Wisconsin's Responsible Servers Course;
8. Collins' proof of Wisconsin residency;
9. A copy of Topography Beverage Company LLC's Wisconsin Seller's Permit;

Tina Kolls, Village Clerk

March 26, 2025

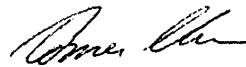
Page 2

10. A map of the Premises; and

11. A check in the amount of \$650.00 for the payment of all applicable licensing and filing fees.

In the event that you have any questions regarding the enclosed application materials or require any additional information to process Topography Beverage Company LLC's application, please let me know. I am available by e-mail at tclasen@reinhardtllaw.com and by phone at (414)-298-8391.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Tomás Clasen', written in a cursive style.

Tomás Clasen

53574291

VILLAGE OF WILLIAMS BAY, WISCONSIN

CONDITIONAL SURRENDER OF ALCOHOL BEVERAGE LICENSE

This letter is submitted to the Village of Williams Bay, Wisconsin ("Village") to advise the Village that Aurora University d/b/a George Williams College ("Licensee") hereby conditionally surrenders Licensee's Class "B" Beer and Class "B" Liquor License ("License") for the sale of alcoholic beverages at the property located at 350 Constance Boulevard, Williams Bay, Wisconsin 53191 ("Premises) provided that Licensee's surrender is conditioned on the closing on the sale of the Premises and such License being granted to Topography Beverage Company LLC ("Future Licensee") upon the Village's review and approval of Future Licensee's application for a Class "B" Beer and Class "B" Liquor License for the same Premises that is submitted concurrently with this letter.

CURRENT LICENSEE:

Aurora University d/b/a George Williams College

Signed by:
By: Sharon Maxwell
1EC3AEDED720457
Name: Sharon Maxwell
Its: SVP for Business & Finance

FUTURE LICENSEE:

Topography Beverage Company LLC

Signed by:
By: William Krehbiel
004000E4F42D46D...
Name: William Krehbiel
Its: CEO

VILLAGE OF WILLIAMS BAY

ALCOHOL LICENSE CHECKLIST

Checklist must be submitted by each applicant seeking an Alcohol License. Incomplete applications will be rejected.

Business Name & Street Address: Topography Beverage Company LLC, 350 Constance Boulevard, Williams Bay, WI 53191.

Applicant Name: Topography Beverage Company LLC

Type of Alcohol License(s) Sought: Class "B" Beer and Class "B" Liquor

Applicant	Office Use	Item
☒	☐	Form AB-200 Alcohol Beverage License Application – Thoroughly complete Sections A-D and complete the box in the upper right corner.
☒	☐	Form AB-101 Alcohol Beverage Appointment of Agent – Thoroughly complete Sections A-E and the top Agent Type section.
☒	☐	Form AB-100 Alcohol Beverage Individual Questionnaire – Thoroughly complete Sections A-E. All individuals, partners, officers and directors, the agent of the corporation and members or managers and agent of limited liability companies must fill out this form.
☒	☐	Proof of Completing Responsible Beverage Server Training Course. Individuals, partners and agents of corporations and LLC's must have successfully completed an approved responsible beverage server training course within the past two years. Does not apply to individuals who held or were an agent of a corporation or LLC that held a liquor license within the past two years.
☒	☐	Proof of Residency. Applicants must have continuously resided in the State of Wisconsin for 90 days prior to the date of application. Proof of residency could include voter registration, motor vehicle registration, driver's license, residential lease or purchase agreement, or income tax records. Officers, directors, members or managers of corporations or LLCs are not required to meet the State residency requirement.
☒	☐	Proof of Wisconsin Seller's Permit. Can be a copy of a letter, e-mail or website from the State of Wisconsin proving that the applicant is in good standing for sales tax purposes and holds a valid seller's permit.
☒	☐	Map of Premises. Applicant must submit a map of the premises, identifying the building(s), room(s), and/or land area under his/her control where alcohol beverages will be sold, served, consumed, or stored. Map does not need to be drawn to scale but should include a small compass arrow showing which direction is north. Any gates leading outside of the premises must have a lock installed.
☒	☐	License Fees are due prior to issuance
☒	☐	Publication Fees: a \$50.00 publication fee is due upon application.

For Office Use Only

Date Filed with Clerk: _____

License Fee Receipt: _____

Amount Paid: _____

Date Published in Newspaper: _____

Publication Fee Receipt: _____

Amount Paid: _____

Date forwarded to Police Chief: _____

Village Board Approval: _____

License Issued Date: _____

License Number: _____

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer \$ _____ ☐ Class "B" Beer \$ 100
- ☐ "Class A" Liquor \$ _____ ☐ "Class B" Liquor \$ 500
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$ 600
Background Check Fee	\$ 0
Publication Fee	\$ 50
Total Fees	\$ 650

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)

Topography Beverage Company LLC

2. Business Trade Name or DBA

3. FEIN

33-3147356

4. Wisconsin Seller's Permit Number

456-1031999251-02

5. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization

DE

7. Date of Organization

01/07/2025

8. Wisconsin DFI Registration Number

T112567

9. Premises Address

350 Constance Blvd

10. City

Williams Bay

11. State

WI

12. Zip Code

53191

13. County

Walworth

14. Governing Municipality: ☐ City ☐ Town ☒ Village

of: Williams Bay

15. Aldermanic District

16. Premises Phone

(312) 833-1308

17. Premises Email

contact@topography.com

18. Website

N/A

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

The entire property including all guest facing buildings and all surrounding outdoor areas including the pool and dock areas but excluding the 90-acre conservation area, parking lots, public roads, multi-use paths, access drives and all non-guest facing buildings such as the Maintenance Building, Guest Services, and the Cart Barn as all such areas are depicted on the attached site plan and floor plans.

20. Mailing Address (if different from premises address)

111 S. Wacker Dr. Suite 4960

21. City

Chicago

22. State

IL

23. Zip Code

60606

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . ☐ Yes ☒ No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☒ Yes ☐ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity Topography Hospitality LLC	4b. Business Entity FEIN 87-4560167
---	--

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

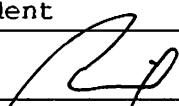
Last Name	First Name	Title	Phone
Krehbiel	William	President	(917) [REDACTED]-4565
Collins	Lindsey	Agent	(815) [REDACTED]-9084

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Krehbiel		First Name William		M.I. V
Title President		Email [REDACTED]@topography.com	Phone (917) [REDACTED] 4565	
Signature 			Date 03/26/25	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage
Appointment of Agent

Date

Agent Type (check one)

- ☒
- Original (no fee)
- ☐
- Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Topography Beverage Company LLC

2. Business Trade Name or DBA

3. Entity Type (check one)

- ☒
- Limited Liability Company
- ☐
- Corporation
- ☐
- Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- ☒
- Municipal Retail License
- ☐
- State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name

Collins

2. First Name

Lindsey

3. M.I.

M

4. Email

[REDACTED]firm.com

5. Phone

(815) [REDACTED]-9084

6. Home Address

7290 Side Road

7. City

Elkhorn

8. State

WI

9. Zip Code

53121

10. Age

35

11. Drivers License/State ID Number

[REDACTED]4600

12. Drivers License/State ID State of Issuance

WI

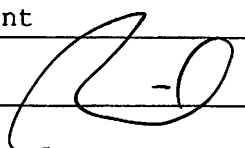
Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.
2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*? ☒ Yes ☐ No
Submit a completed Form AB-100 with this form.
3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

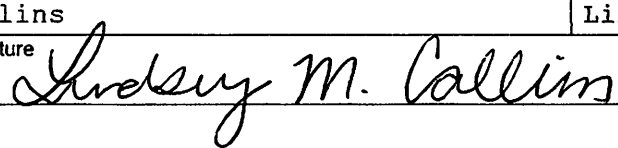
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Krehbiel	First Name William	M.I. V
Title President	Email [REDACTED]@com	Phone (917) [REDACTED]-4565
Signature 		Date 03/26/25

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Collins	First Name Lindsey	M.I. M
Signature 		Date 03/18/25

Alcohol Beverage
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Topography Beverage Company LLC

2. Business Trade Name or DBA

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization**Part B: Individual Information**

1. Last Name

Krehbiel

2. First Name

William

3. M.I.

V

4. Relationship to Business (Title)

President

5. Email

[REDACTED]@topography.com

6. Phone

(917) [REDACTED]-4565

7. Home Address

[REDACTED] Lakeview Ave, [REDACTED]

8. City

Chicago

9. State

IL

10. Zip Code

60614

11. Date of Birth

11/27/75

12. Drivers License/State ID Number

[REDACTED] 5337

13. Drivers License/State ID State of Issuance

IL

Part C: Address History1. Do you currently reside in Wisconsin? ☐ Yes ☒ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

Months

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

2430 N Lakeview Ave, Apt 17S

City

Chicago

State

IL

Zip Code

60614

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State

County

State

County

State

County

State

County

IL

Cook

State

County

State

County

State

County

State

County

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No		
If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No		
If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature 	Date 03/18/2025

Alcohol Beverage
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Topography Beverage Company LLC

2. Business Trade Name or DBA

3. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name

Collins

2. First Name

Lindsey

3. M.I.

M

4. Relationship to Business (Title)

Employee

5. Email

[REDACTED]426@gmail.com

6. Phone

(815) [REDACTED]-9084

7. Home Address

[REDACTED] Side Road

8. City

Elkhorn

9. State

WI

10. Zip Code

53121

11. Date of Birth

0 [REDACTED]/89

12. Drivers License/State ID Number

C4525338964600

13. Drivers License/State ID State of Issuance

WI

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years
3

Months

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address	City	State	Zip Code
Previous Address 1 484 Chapel Ave	Twin Lakes	WI	53181
Previous Address 2 4213 Dennis Blvd	Johnsburg	IL	60051
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
IL	Mchenry	WI	Kenosha	WI	Walworth		
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No
-----------------	--

Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No
-----------------	--

Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No
-----------------	--

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <i>Lindsay M. Callim</i>	Date 03/18/2025
------------------------------------	--------------------

Serving Alcohol

is proud to present this certificate to

Lindsey Collins

for successful completion of the online course



Wisconsin Alcohol Seller/Server Course

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- * DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECARD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats.

Verify online at
servingalcohol.com

Verification Code
seeX8H4RRq

Date Issued
Mar 18th, 2025

VALID FOR 2 YEARS

This is not a Wisconsin operators/bartenders license.

This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.

Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>

Wisconsin Alcohol Seller/Server Course

Name: Lindsey Collins

Certification Date: Mar 18th, 2025

Certificate Code: seeX8H4RRq

Verify Online: servingalcohol.com

125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.

SERVING ALCOHOL INC

VALID FOR 2 YEARS

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

DRIVER LICENSE
REGULAR

USA
WISCONSIN

4d C45 [REDACTED]-00 9 CLASS D

1 COLLINS
2 LINDSEY MARIE

[REDACTED]
LERTON, WI 53121

15 SEX F 16 HGT 5'-09" 17 W [REDACTED] 18 EYES HAZ 19 HAIR BLK 20 [REDACTED]

3 DOB [REDACTED] 4a ISS [REDACTED] 4b EXP 04/26/2031 5 DD OTEZS2022080810471195

9a END NONE

APR 89

LINDSEY COLLINS

2008 LINDSEY COLLINS

DONOR

[REDACTED]

[REDACTED]

4800R-222-205
EK01 CCS EZS

[REDACTED]

01301 003822260 00

[REDACTED]

 JCEA COPE

Wisconsin.gov

Anatomical Gift Statement - Upon my death, I wish to donate: ☒ All organs, tissues and eyes ☐ I refuse to make an anatomical gift

Limitations: _____

Signature: _____ Date: _____

From: Wisconsin Department of Revenue <DORMyTaxAccountSupport@wisconsin.gov>
Sent: Tuesday, March 25, 2025 4:11 PM
To: Contact <contact@topography.com>
Subject: Wisconsin Business Tax Registration Confirmation

****THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY TO THIS EMAIL****

We have processed your Business Tax Registration (BTR) application that you recently submitted electronically.

We have issued the following tax accounts and tax account identification numbers:

TOPOGRAPHY BEVERAGE COMPANY LLC

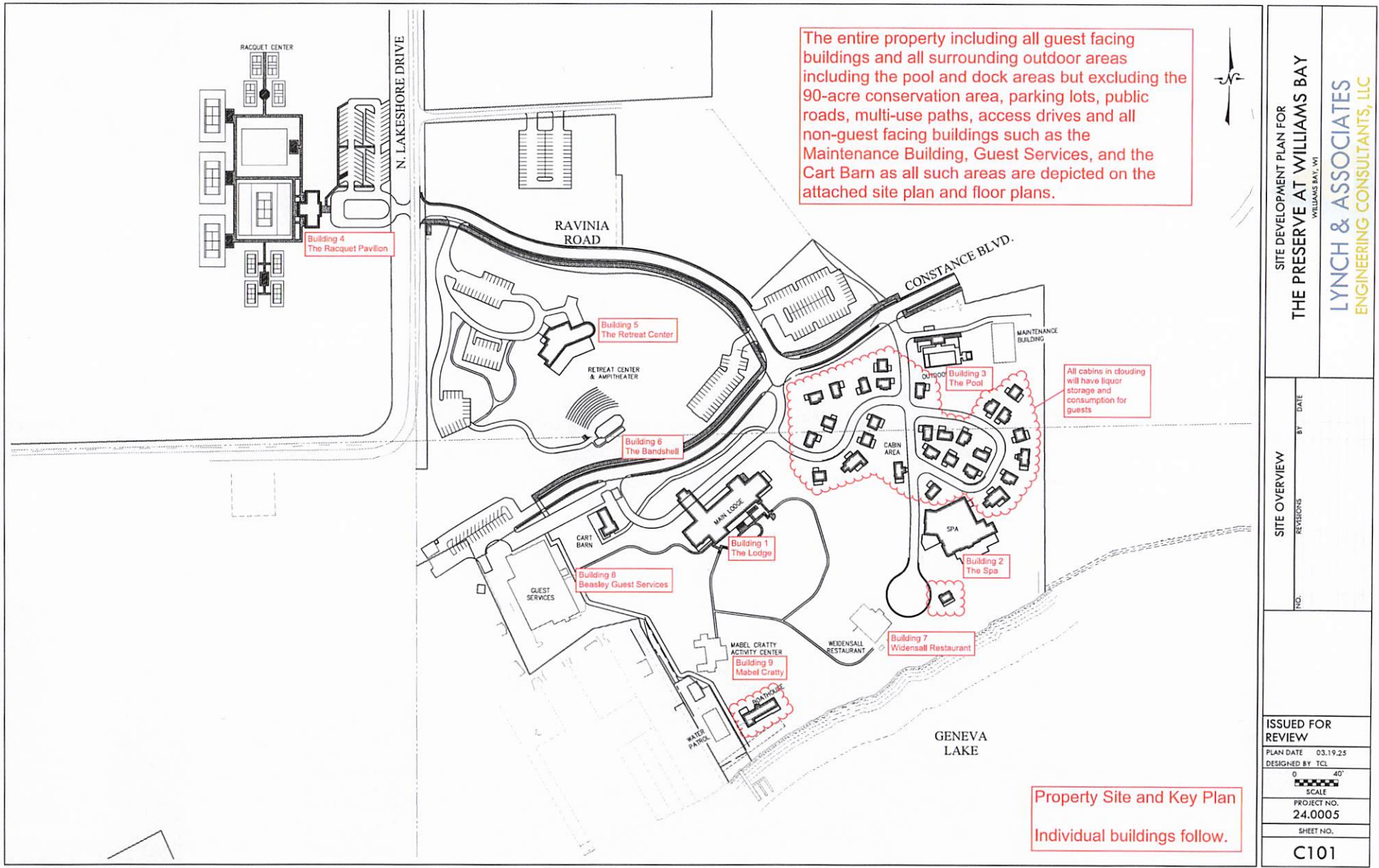
Business Tax Registration 600-1031999251-03

Sales & Use Tax 456-1031999251-02

Premier Resort Tax 020-1031999251-04

You should receive additional information about your account(s), including your registration certificate and applicable permits, within 5-7 days. If any registration fee is due you will also receive a bill for the fee amount.

Wisconsin Department of Revenue
Registration Unit

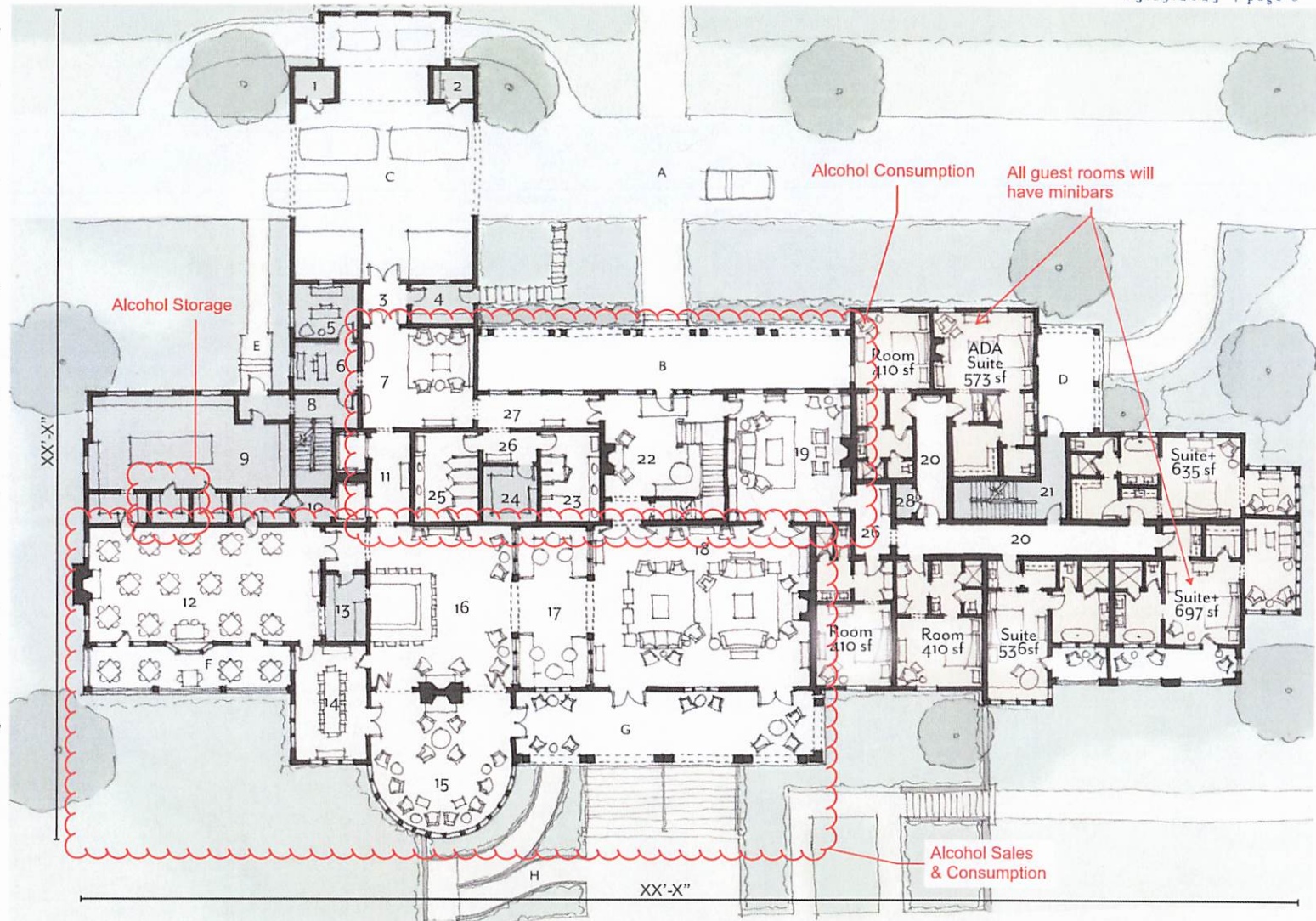


EXTERIOR KEY:

- | | |
|--------------------|------------------|
| A. Entry Drive | |
| B. Front Porch | 72'-6" x 11'-0" |
| C. Porte Cochere | 34'-11" x 19'-0" |
| D. Porch | 11'-5" x 20'-4" |
| E. Staff Entry | |
| F. Dining Porch | 38'-10" x 8'-1" |
| G. Rear Porch | 58'-0" x 12'-6" |
| H. ADA Ramp Access | |

INTERIOR KEY:

- | | |
|------------------------------|------------------|
| 1. Storage | 8'-0" x 5'-8" |
| 2. Valet | 8'-0" x 5'-8" |
| 3. Air Lock | 8'-11" x 8'-0" |
| 4. Coats/Luggage | 12'-4" x 8'-0" |
| 5. Office | 12'-4" x 10'-10" |
| 6. Office | 12'-4" x 9'-4" |
| 7. Reception | 21'-11" x 19'-6" |
| 8. Fire Stair | 7'-4" x 18'-5" |
| 9. Commercial Kitchen | 39'-4" x 25'-0" |
| 10. Staff Access to Elevator | 7'-4" x 5'-11" |
| 11. Elevator Lobby | 7'-10" x 17'-8" |
| 12. Dining Room | 45'-2" x 22'-5" |
| 13. Back Bar | 8'-0" x 13'-1" |
| 14. Private Dining | 13'-10" x 22'-7" |
| 15. Three Seasons Porch | 27'-8" x 26'-0" |
| 16. Bar | 27'-8" x 31'-8" |
| 17. Snug | 13'-2" x 31'-8" |
| 18. Living Room | 42'-2" x 31'-8" |
| 19. Library | 23'-10" x 25'-0" |
| 20. Guest Hall | 6'-0" wide |
| 21. Fire Stair | 22'-2" x 7'-4" |
| 22. Entry Foyer | 23'-6" x 24'-7" |
| 23. Men's | 11'-7" x 17'-8" |
| 24. Housekeeping | 10'-8" x 11'-0" |
| 25. Women's | 12'-8" x 17'-8" |
| 26. Vestibules | |
| 27. Gallery | 23'-10" x 6'-8" |
| 28. Housekeeping Closet | 3'-2" x 6'-10" |



LODGE PLAN - MAIN LEVEL
SCALE: 1" = 20'

Building 1
The Lodge

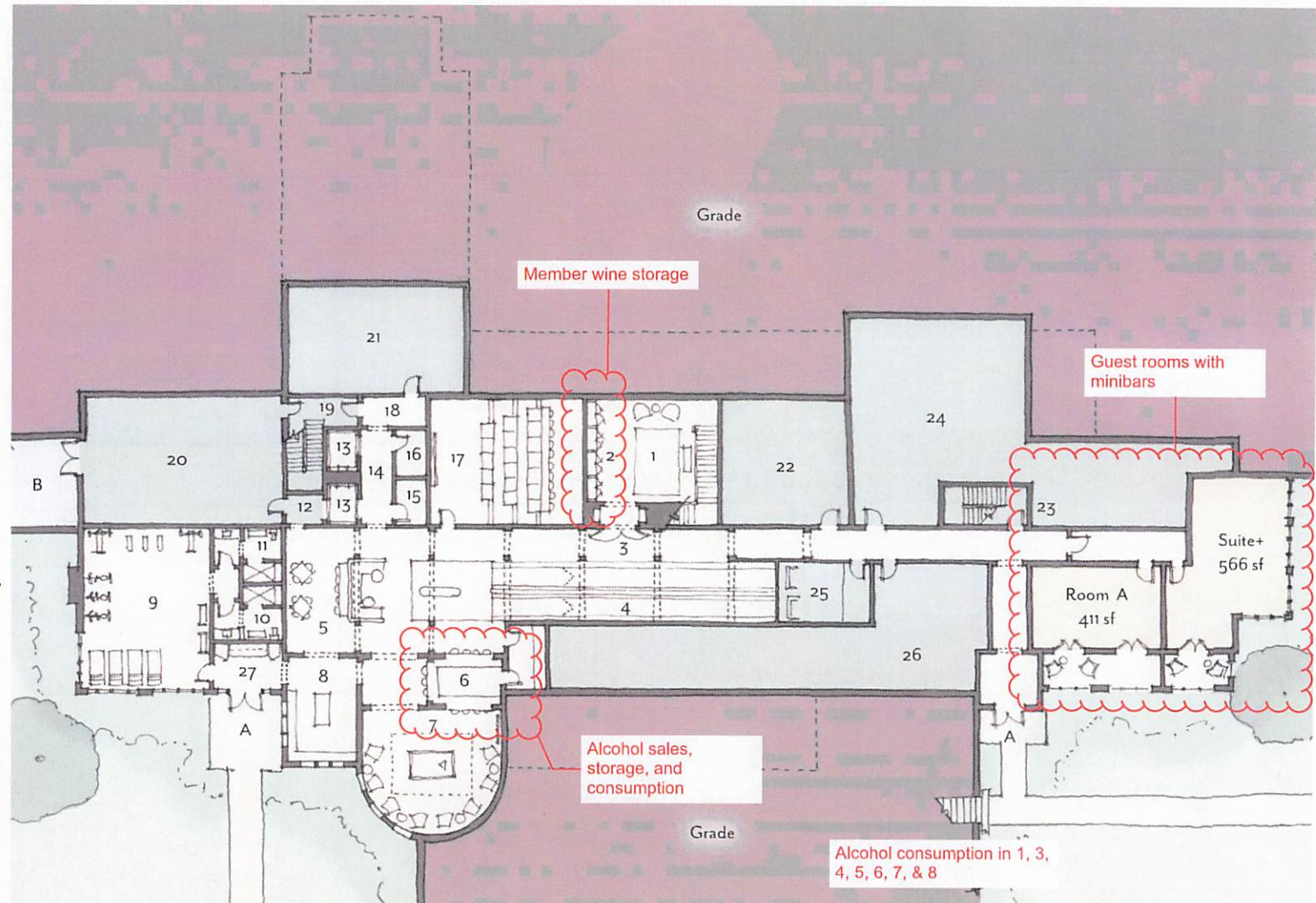


EXTERIOR KEY:

- A. Guest Entry
- B. Service Entry

INTERIOR KEY:

- | | |
|-----------------------------|------------------|
| 1. Stair Hall | 21'-0" x 20'-6" |
| 2. Wine Wall | |
| 3. Open Hall | |
| 4. Two Lane Bowling Alley | |
| 5. Lounge | 13'-6" x 24'-6" |
| 6. Bar | 27'-0" x 6'-6" |
| 7. Pool/Poker/Games | 27'-0" x 25'-0" |
| 8. Arcade and Air Hockey | 13'-6" x 21'-0" |
| 9. Fitness | 25'-6" x 31'-6" |
| 10. Changing Room | 13'-3" x 10'-6" |
| 11. Changing Room | 13'-3" x 10'-6" |
| 12. BOH Entrance | 7'-0" x 6'-0" |
| 13. Elevator | |
| 14. Elevator Lobby | 6'-0" x 18'-6" |
| 15. Restroom | 5'-10" x 8'-10" |
| 16. Restroom | 5'-10" x 8'-10" |
| 17. Screening Room | 29'-10" x 25'-0" |
| 18. Vestibule | |
| 19. Fire Stair | |
| 20. Service, Storage, Trash | 39'-6" x 17'-6" |
| 21. Mechanical/Storage | 35'-0" x 19'-6" |
| 22. Mechanical/Storage | |
| 23. Fire Stair | |
| 24. Mechanical/Storage | |
| 25. Pin Setter Equipment | |
| 26. Mechanical/Storage | |
| 27. Entry Vestibule | 13'-3" x 9'-3" |



LODGE PLAN - LOWER LEVEL
SCALE: 1" = 20'

Building 1
The Lodge

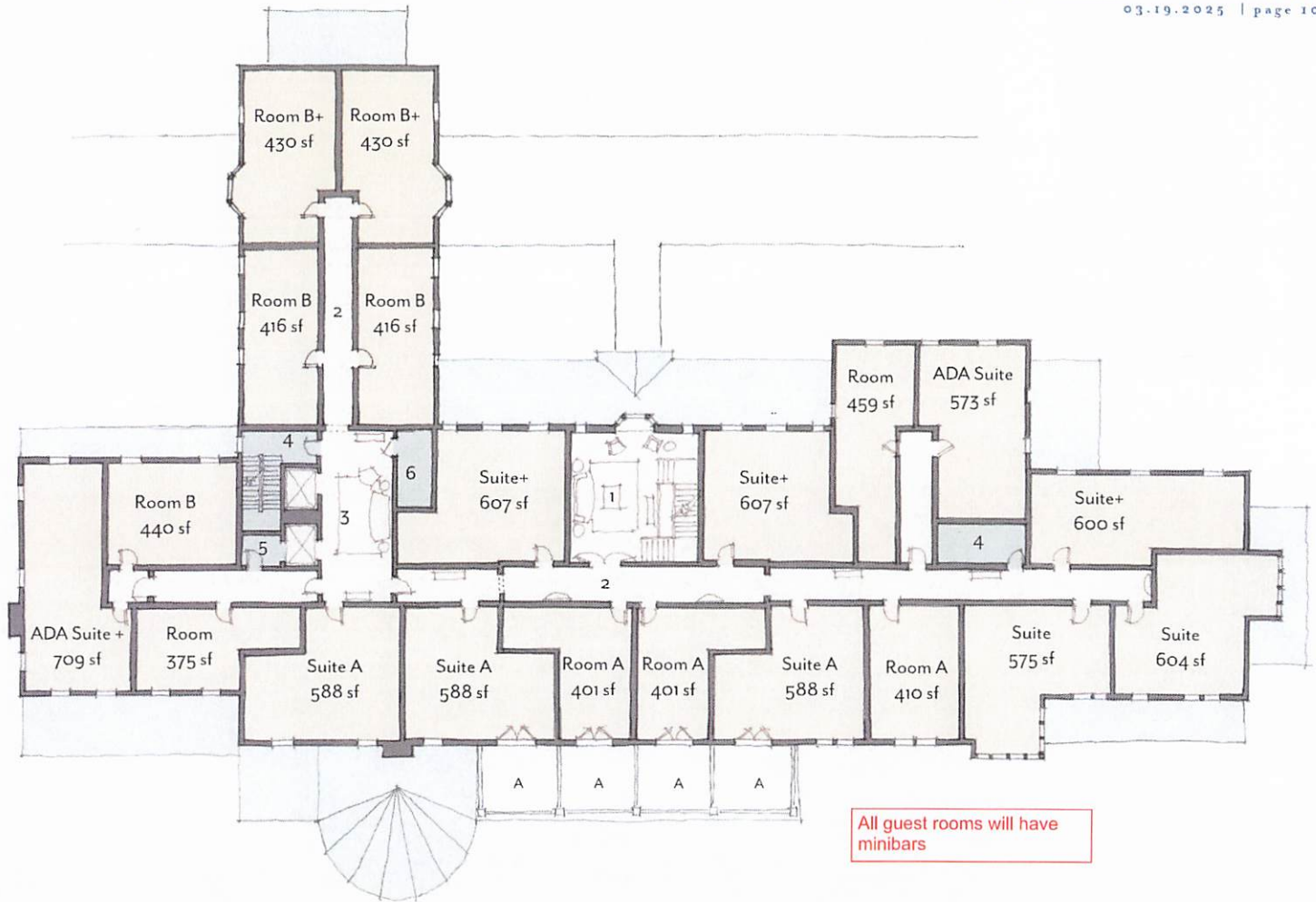


EXTERIOR KEY:

A. Balcony

INTERIOR KEY:

1. Stair Hall 23'-6" x 24'-0"
2. Guest Hall
3. Elevator Lobby 13'-0" x 31'-6"
4. Fire Stair
5. Service
6. Mechanical/Storage



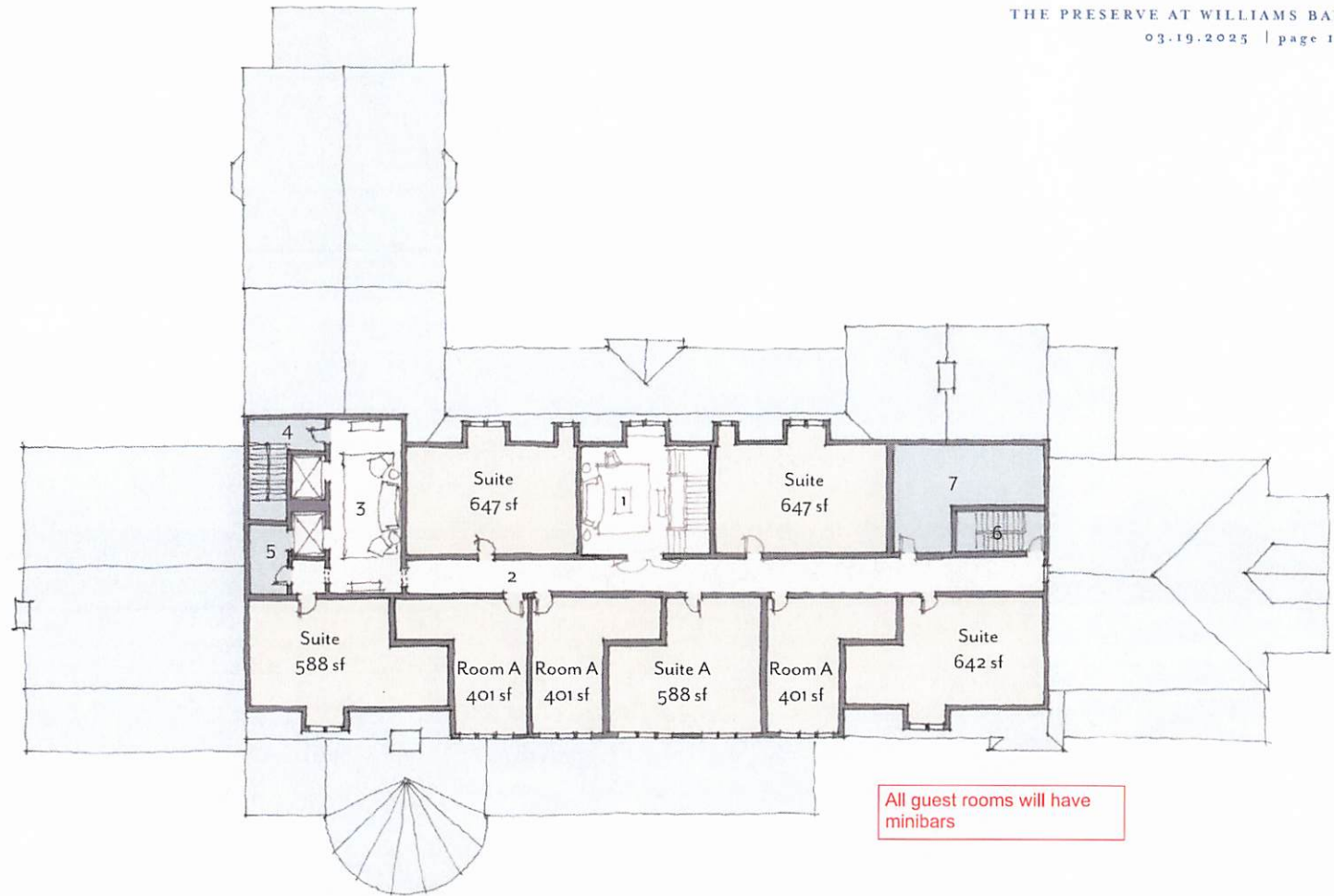
LODGE PLAN - SECOND LEVEL
SCALE: 1" = 20'

Building 1
The Lodge



INTERIOR KEY:

1. Stair Hall 16'-0" x 20'-0"
2. Guest Hall 13'-0" x 31'-6"
3. Elevator Lobby
4. Fire Stair
5. Service
6. Fire Stair
7. BOH/Storage



LODGE PLAN - THIRD LEVEL
SCALE: 1" = 20'

Building 1
The Lodge



SPA UPPER LEVEL EXTERIOR KEY:

- A. Entry Porch Trellis 8'-0" x 23'-10"
 B. Gardens

SPA UPPER LEVEL INTERIOR KEY:

1. Reception Room 21'-0" x 30'-6"
 2. Retail 6'-6" x 16'-4"
 3. Elevator Vestibule 5'-0" x 8'-0"
 4. Guest Stair/Elevator Hall 17'-0" x 16'-0"

SQUARE FOOTAGE:

Upper Level

- Conditioned: 1,355 sq. ft.
 Unconditioned (Entry Porch): 210 sq. ft.

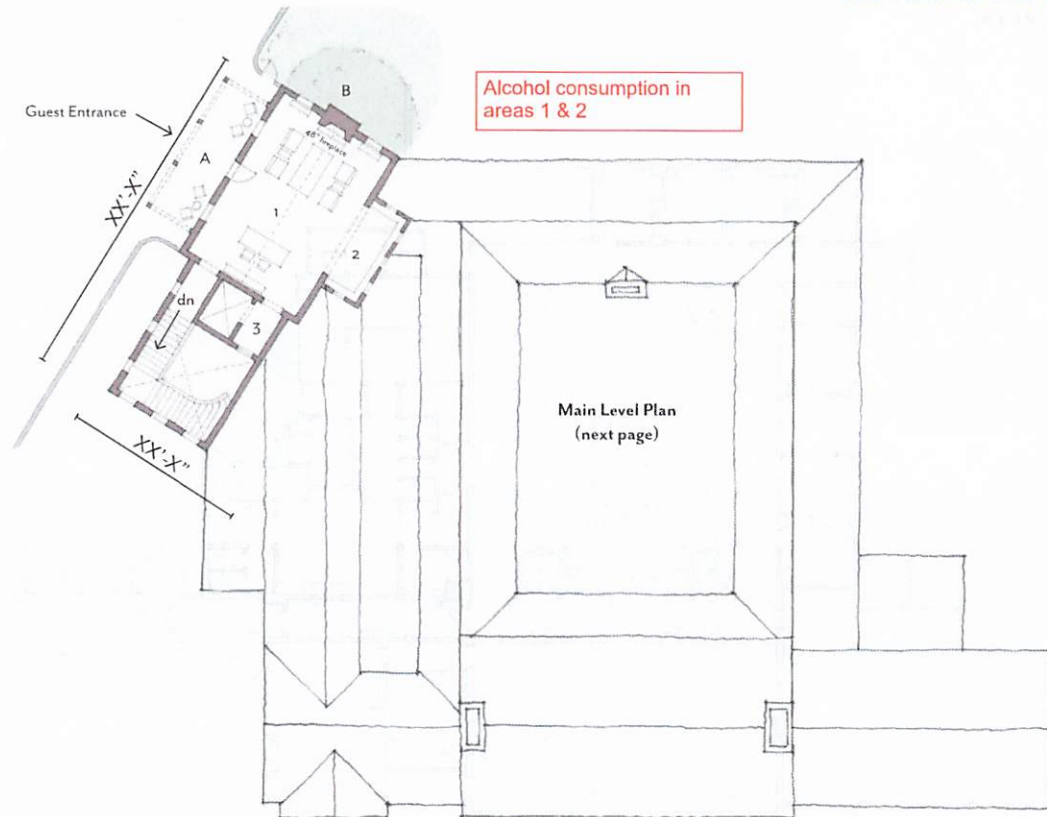
Main Level

- Conditioned: 12,140 sq. ft.
 Finished: 9,350 sq. ft.
 BOH/Storage: 1,225 sq. ft.

Total Under Roof: 13,705 sq. ft.

Other

- Courtyard: 1,850 sq. ft.



SPA UPPER LEVEL AND ROOF PLAN

SCALE: 1" = 20'

**Building 2
 The Spa**

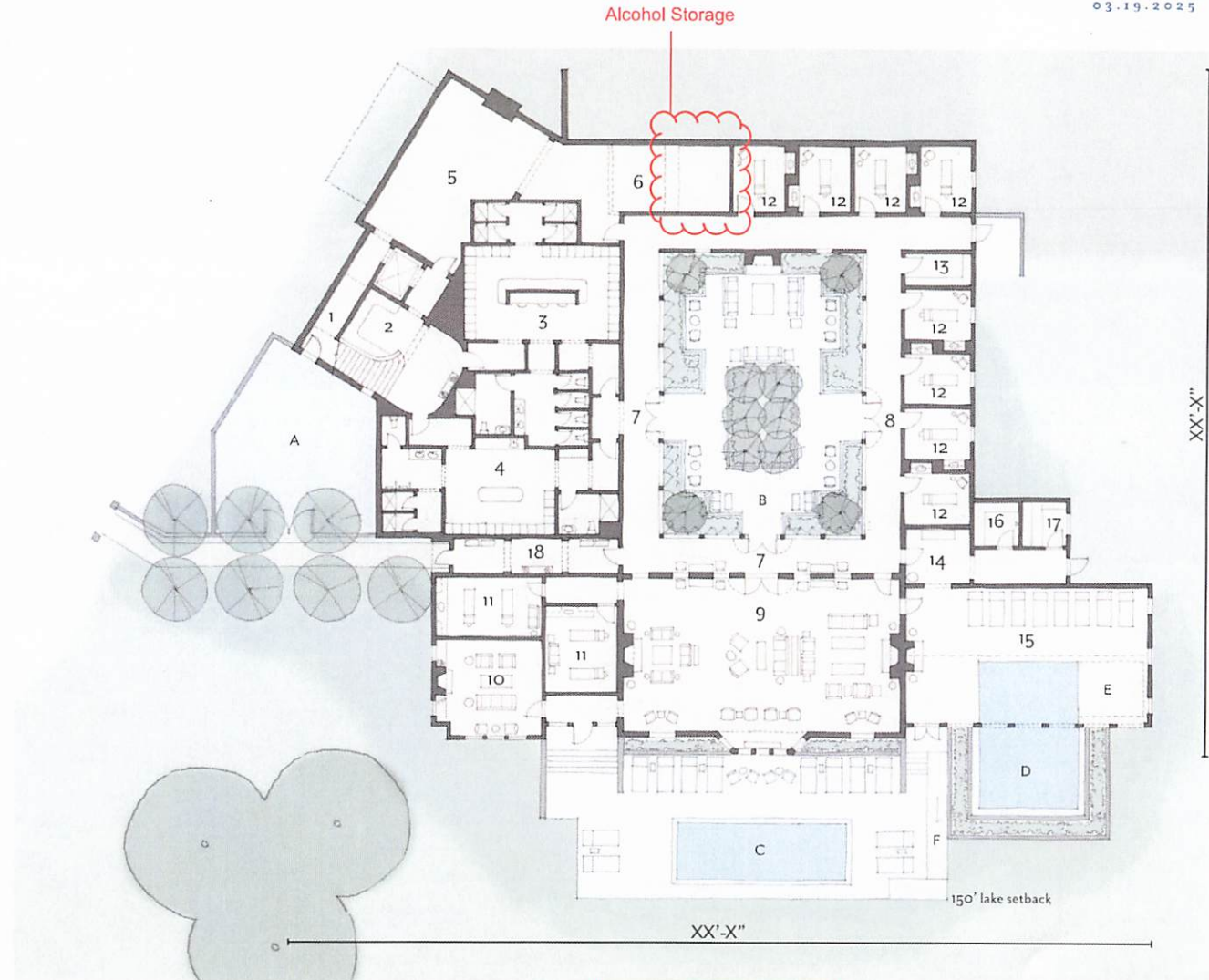


SPA MAIN LEVEL EXTERIOR KEY:

A. Service Court	29'-0" x 35'-6"
B. Relaxation Court	36'-0" x 51'-4"
C. Reflection Pool	32'-0" x 12'-0"
D. Thermal Pool	18'-0" x 26'-8"
E. Potential Pool Expansion	11'-9" x 10'-0"
F. ADA Ramp Access	

SPA MAIN LEVEL INTERIOR KEY:

1. Service Hall	4'-8" x 24'-8"
2. Guest Stair/Elevator Hall	22'-0" x 16'-6"
3. Women's Lockers (1,155 sq. ft. total)	28'-0" x 17'-2"
4. Men's Lockers (800 sq. ft. total)	20'-0" x 15'-6"
5. B.O.H./Service	
6. Potential Future Expansion	(2 treatment rooms)
7. Glazed Corridor	7'-0" wide
8. Treatment Hall	7'-0" wide
9. Main Lounge	50'-0" x 28'-0"
10. Private Lounge	19'-2" x 17'-4"
11. Couple's Treatment (x2)	13'-0" x 15'-0"
12. Treatment Room (x8)	9'-0" x 11'-0"
13. Treatment Room Storage	12'-0" x 5'-10"
14. Towel Vestibule	11'-8" x 10'-4"
15. Thermal Lounge	43'-10" x 24'-8"
16. Steam Room	8'-2" x 8'-2"
17. Sauna	8'-2" x 8'-2"
18. After-Hours Access Hall	30'-0" x 6'-4"



SPA MAIN LEVEL PLAN

SCALE: 1" = 20'

Alcohol consumption in
areas except areas A, 1-6,
16, & 17

Building 2
The Spa



POOL PAVILION EXTERIOR KEY:

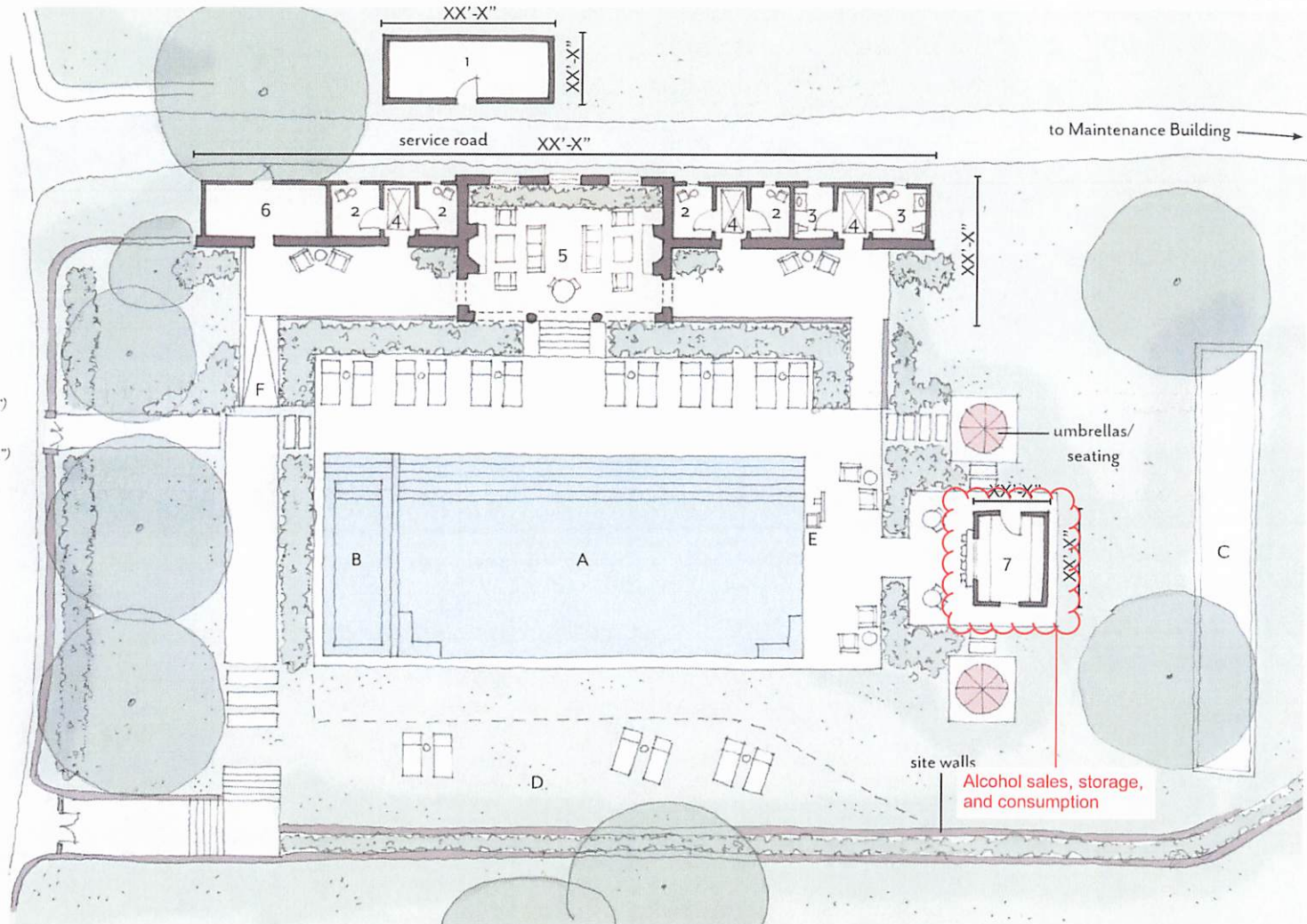
- A. Main Pool 60'-0" x 30'-0"
- B. Hot Tub 10'-0" x 30'-0"
- C. Bocci 10'-0" x 60'-0"
- D. Lawn 100'-0" x 35'-0"
- E. ADA Pool Lift
- F. ADA Ramp Access

POOL PAVILION INTERIOR KEY:

- 1. Pool Equipment/Storage 23'-8" x 8'-10"
- 2. Changing Rooms 5'-10" x 7'-9"
(ADA Room 7'-4" x 7'-9")
- 3. Restrooms 5'-10" x 7'-9"
(ADA Room 8'-0" x 7'-9")
- 4. Rinse Showers 4'-8" x 7'-9"
- 5. Covered Lounge 29'-0" x 19'-0"
- 6. Towels, Storage 18'-0" x 7'-9"
- 7. Bar 10'-0" x 13'-0"

SQUARE FOOTAGE:

- Pool Pavilion
Unconditioned: 1,450 sq. ft.
- Pool Equipment/Storage Building
Unconditioned: 255 sq. ft.
- Bar
Conditioned: 155 sq. ft.
- Total Under Roof: 1,860 sq. ft.**



POOL PAVILION PLAN
SCALE: 1/16" = 1'-0"

Alcohol consumption in
areas A,B,C,D,E, & 5

Building 3
The Pool



EXTERIOR KEY:

A. Arrival Entry	9'-1" x 9'-0"
B. Rear Loggias (court facing)	25'-5" x 9'-6"
C. Rear Porch (court facing)	28'-8" x 12'-0"

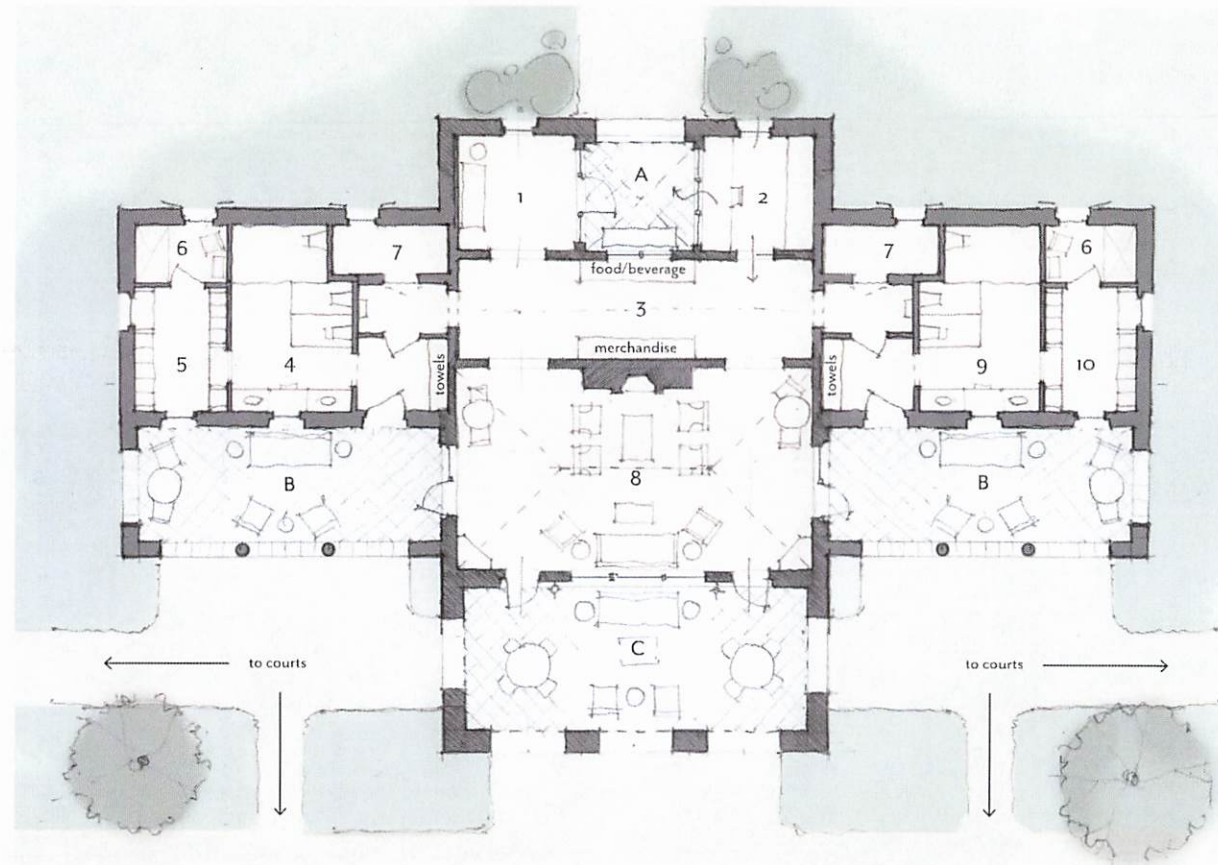
INTERIOR KEY:

1. Entry Vestibule	9'-9" x 9'-7"
2. Reception Office	9'-9" x 9'-7"
3. Hall	30'-2" x 8'-4"
4. Women's Restroom	10'-2" x 15'-7"
5. Women's Lockers	7'-8" x 10'-5"
6. Shower/Changing Room	7'-8" x 4'-11"
7. Storage	9'-8" x 4'-8"
8. Lounge	30'-6" x 17'-0"
9. Men's Restroom	10'-2" x 15'-7"
10. Men's Lockers	7'-8" x 10'-5"

SQUARE FOOTAGE:

Conditioned:	2,210 sq. ft.
Unconditioned:	1,060 sq. ft.

Total Under Roof: 3,270 sq. ft.



RACQUET PAVILION PLAN
SCALE: 3/32" = 1'-0"

Building 4
The Racquet Pavilion



SQUARE FOOTAGE:

Main Level

Conditioned: 6,545 sq. ft.
Unconditioned (Covered Porches): 1,790 sq. ft.

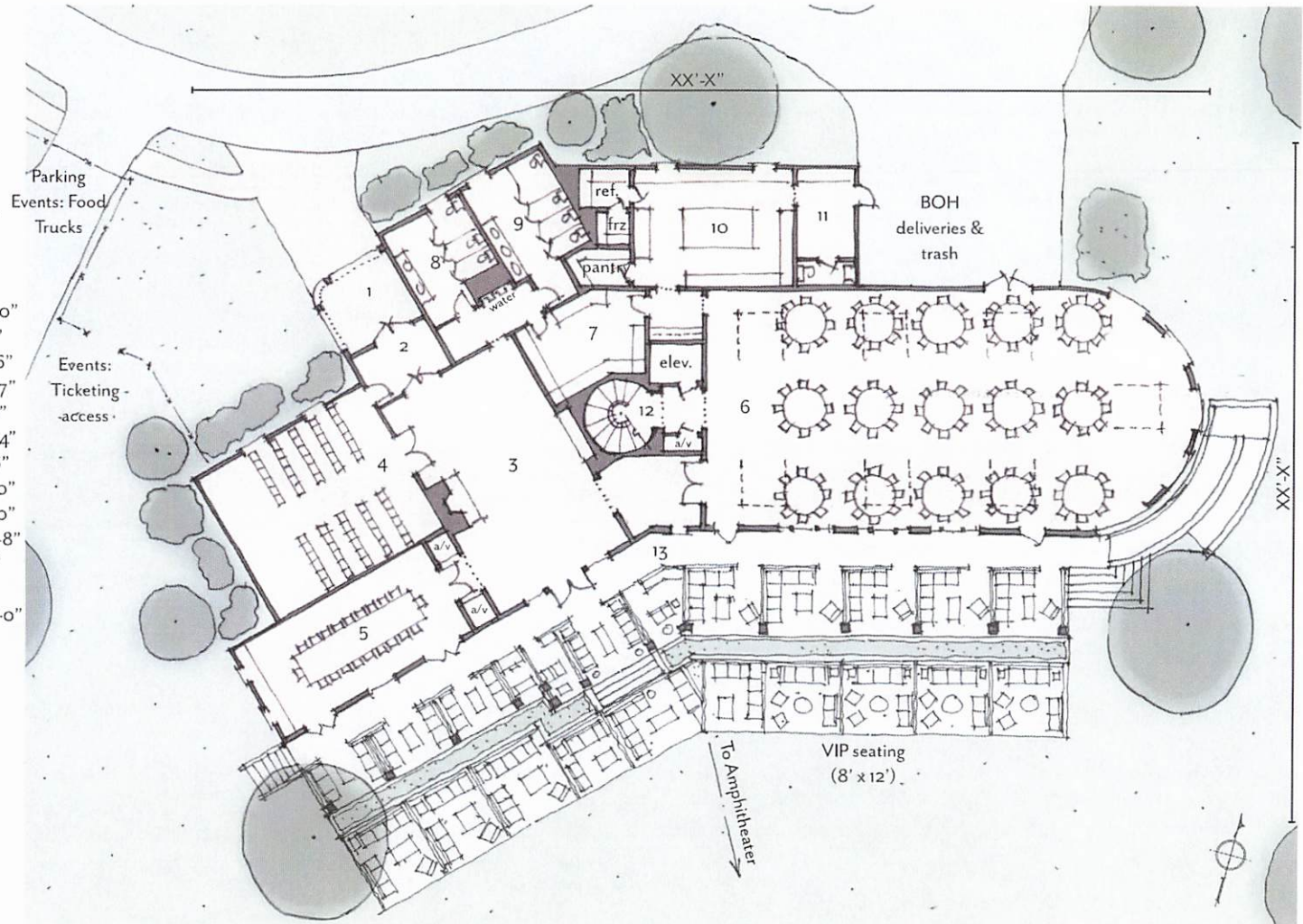
Stair Tower

Conditioned: 95 sq. ft.

Total Under Roof: 8,430 sq. ft.

RETREAT CENTER PLAN KEY:

- | | |
|---------------------------------|------------------|
| 1. Entry Porch | 12'-0" x 10'-10" |
| 2. Entry Vestibule | 12'-0" x 8'-2" |
| 3. Pre-Function Lobby | 21'-6" x 34'-6" |
| 4. Meeting Room (60 people) | 27'-2" x 23'-7" |
| 5. Board Room (20 people) | 31'-2" x 14'-7" |
| 6. Ballroom (120 people seated) | 69'-9" x 34'-4" |
| 7. Storage | 12'-0" x 15'-6" |
| 8. Men's Restroom | 12'-8" x 15'-10" |
| 9. Women's Restroom | 12'-8" x 15'-10" |
| 10. Kitchen | 22'-10" x 16'-8" |
| 11. Trash/Deliveries | 8'-3" x 12'-2" |
| 12. Stair Tower | 10'-0" diam. |
| 13. Rear Porch | 15'-0" x 120'-0" |



RETREAT CENTER PLAN
SCALE: 1/16" = 1'

Building 5
The Retreat Center



SQUARE FOOTAGE:

Main Level (Stage)

Conditioned: 319 sq. ft.
Unconditioned: 1,288 sq. ft.

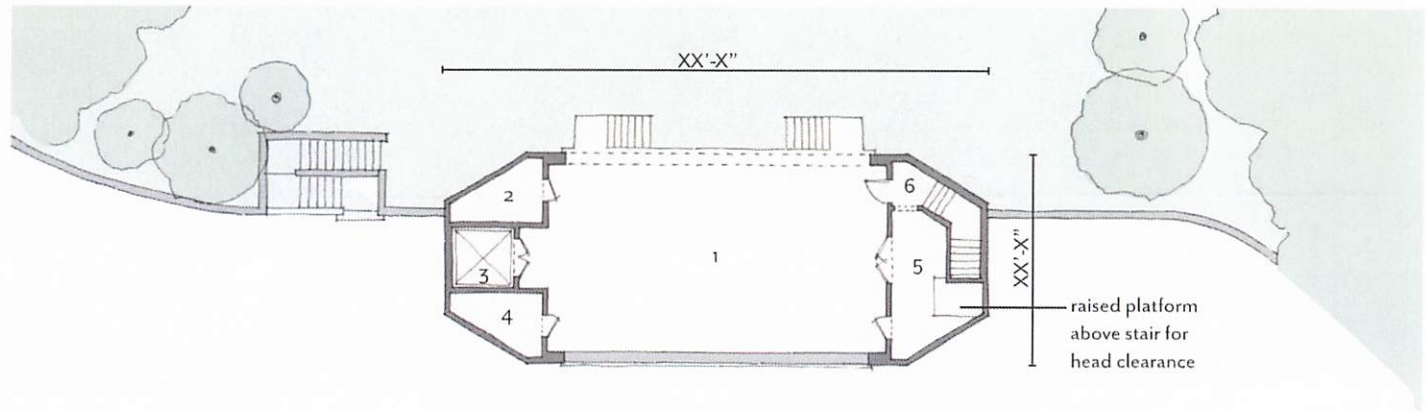
Lower Level (Green Room)

Conditioned: 1,683 sq. ft.

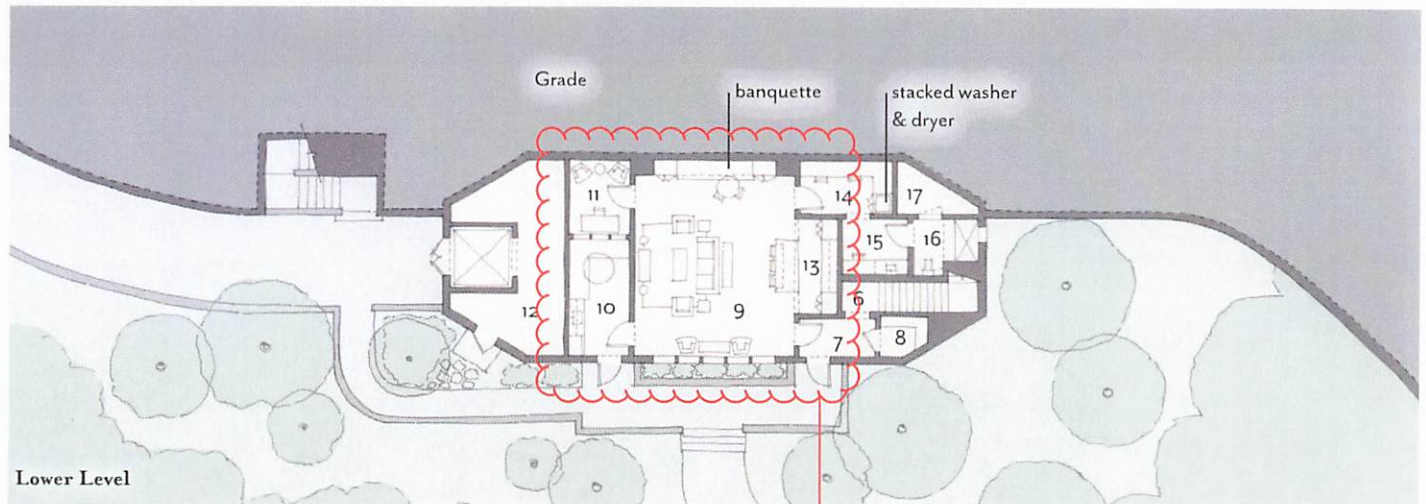
Total Under Roof: 3,290 sq. ft.

BANDSHELL PLAN KEY:

- | | |
|---------------------------|-----------------|
| 1. Stage | 44'-0" x 25'-0" |
| 2. Storage | 12'-0" x 8'-0" |
| 3. Equipment Lift | 8'-0" x 8'-0" |
| 4. Storage | 12'-0" x 8'-0" |
| 5. Storage | 7'-0" x 19'-6" |
| 6. Stair | |
| 7. Entry Vestibule | 10'-0" x 5'-0" |
| 8. Storage | 6'-0" x 5'-6" |
| 9. Green Room | 21'-0" x 24'-0" |
| 10. Kitchenette | 8'-0" x 15'-0" |
| 11. Manager's Office | 8'-0" x 10'-0" |
| 12. Storage | 25'-0" x 26'-0" |
| 13. Bar | 5'-0" x 12'-6" |
| 14. Dressing & Laundry | 7'-0" x 12'-0" |
| 15. Vanity | 8'-6" x 7'-0" |
| 16. Water Closet & Shower | 8'-6" x 5'-6" |
| 17. Storage | 11'-0" x 7'-0" |



Main Level (Stage)



Lower Level

BANDSHELL PLANS
SCALE: 1/16" = 1'-0"

Alcohol Consumption

Building 6
The Bandshell

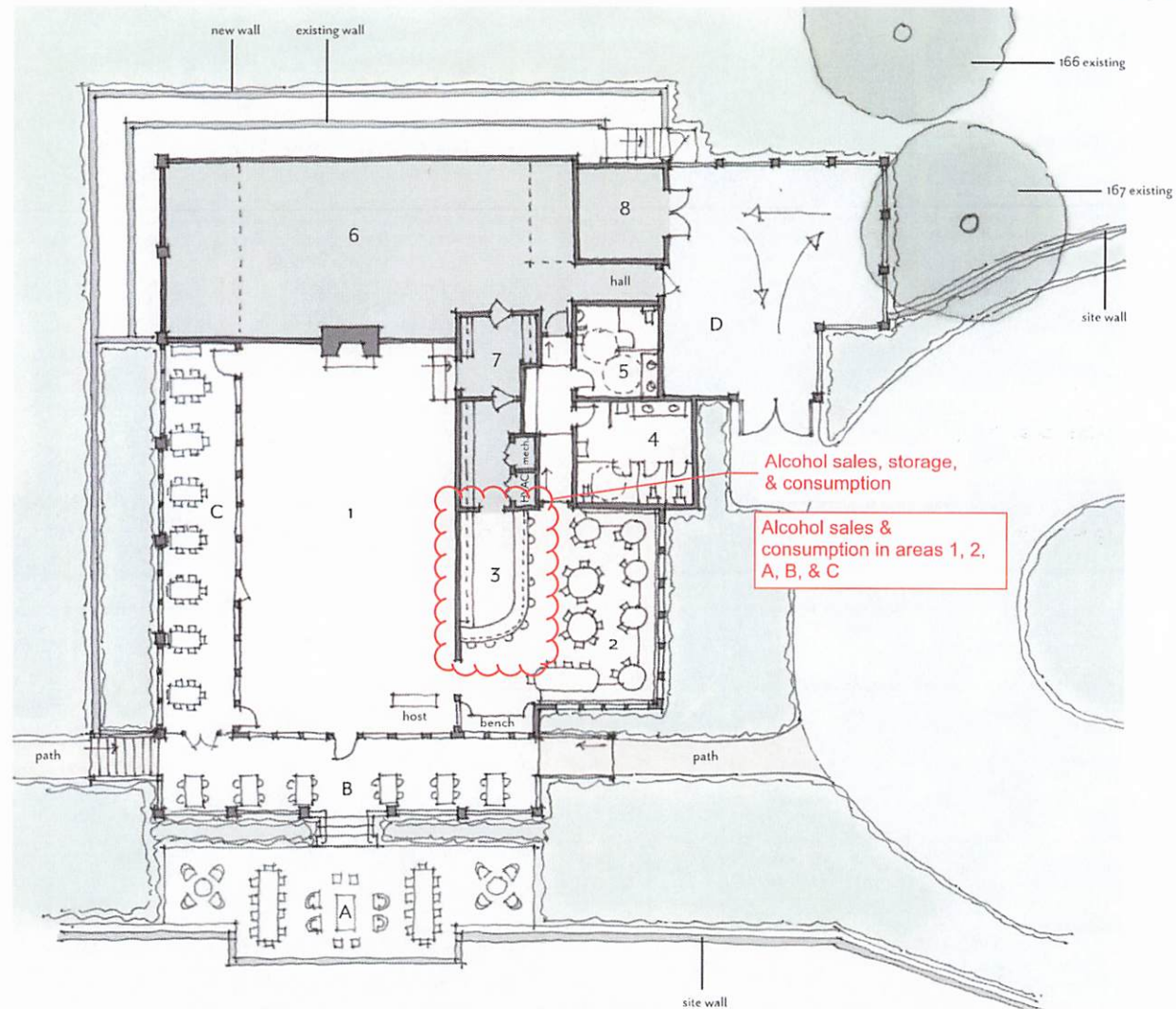


EXTERIOR KEY:

- A. Terrace
- B. Porch
- C. Screened Porch
- D. Service Yard

INTERIOR KEY:

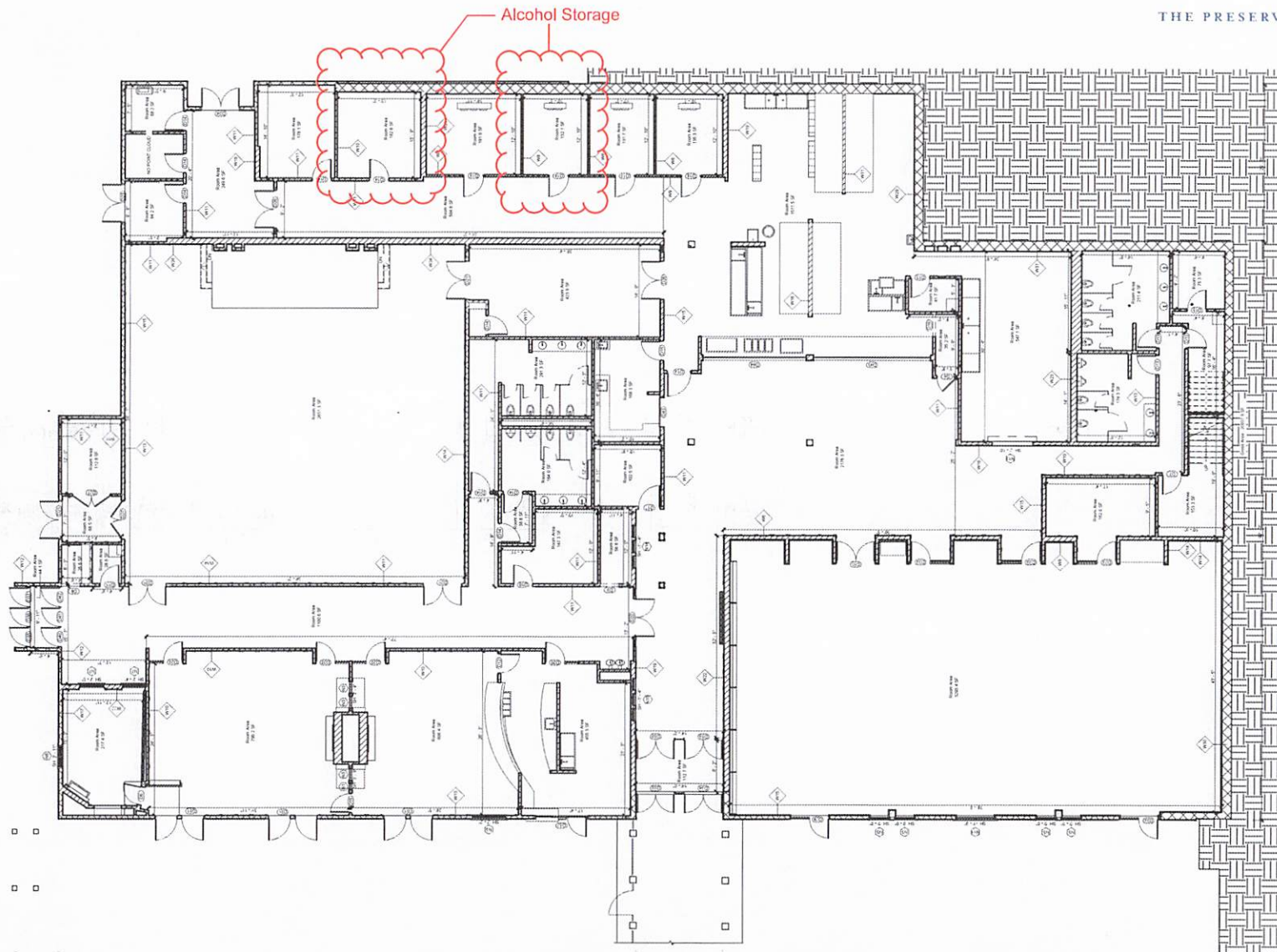
- 1. Main Dining
- 2. Secondary Dining
- 3. Bar
- 4. Women's Room
- 5. Men's Room
- 6. Kitchen
- 7. Back-of-House/Prep
- 8. Trash



WEIDENSALL RESTAURANT PLAN
SCALE: 1/16" = 1'-0"

Building 7
Weidensall Restaurant

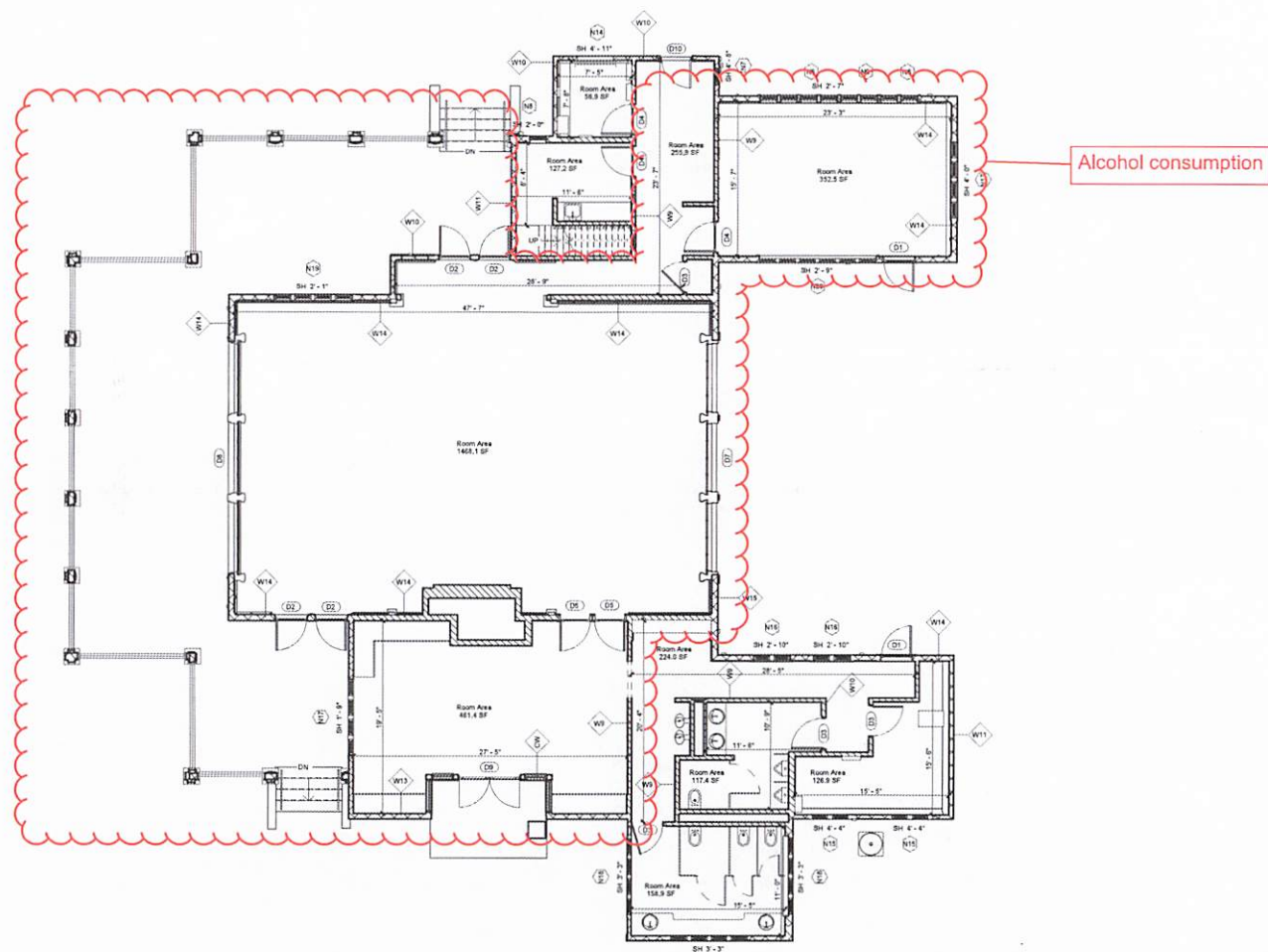




BEASLEY GUEST SERVICES BUILDING
SCALE: 1/16" = 1'-0"

Building 8
Beasley Guest Services





MABEL CRATTY ACTIVITY BUILDING
SCALE: 1/16" = 1'-0"

Building 9
Mabel Cratty



TOPOGRAPHY PROPERTY HOLDINGS LLC
444 W LAKE ST. SUITE 3450
CHICAGO, IL 60608-0059

2-16
710 01

DATE March 25, 2025



PAY TO THE
ORDER OF

The Village of Williams Bay \$ 650⁰⁰/~~xx~~
Six hundred fifty dollars and ⁰⁰/~~xx~~ DOLLARS

Heat
reactive
ink



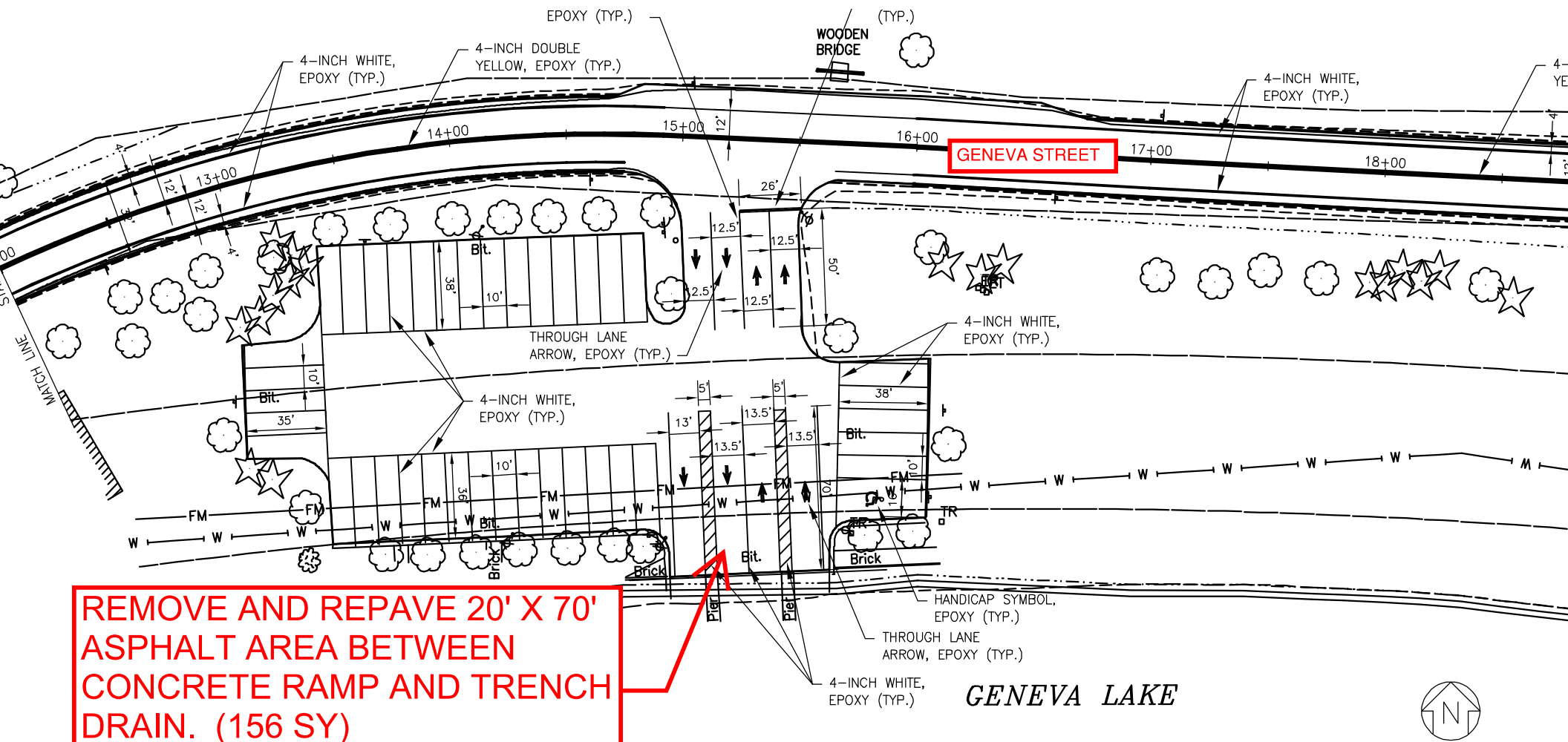
NORTHERN TRUST
THE NORTHERN TRUST COMPANY

MEMO

Liquor License

[Signature]

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.



ASPHALT SURFACE REMOVAL:	156 SY X \$8.74 = \$1,363.44
HMA 3LT LOWER LAYER 2.25-INCHES:	156 SY X \$10.50 = \$1,638.00
HMA 4LT UPPER LAYER 1.75-INCHES:	156 SY X \$8.59 = \$1,340.04
	<u>\$4,341.48</u>

PRICES BASED ON CEDAR POINT DRIVE SPOT REPAIRS.



Proclamation

*Municipal Treasurers Appreciation Week
April 20 - 26, 2025*

Whereas, the office of the municipal treasurer is a time honored and vital part of local government that impacts the day to day life of citizens throughout the state; and

Whereas, the municipal treasurers provide the necessary financial information to governing bodies and agencies at the local, county, and state levels; and

Whereas, the municipal treasurers administer the procedures and keep the financial records that allow governing bodies to carry out their public function efficiently and confidently; and

Whereas, all municipal treasurers are the official custodians responsible for proper management and investment of public funds; and

WHEREAS, the 1853 municipal treasurers and the 72 county treasurers work together to collect all property taxes for their own municipalities and counties as well as their local schools, technical colleges, and the State; and

Whereas, municipal treasurers continually strive to improve the administration of the responsibilities of the office of the municipal treasurer through participation in education programs, seminars, workshops, and conferences across Wisconsin; and

Whereas, Governor Tony Evers signed a proclamation on March 28 declaring April 20 - 26, 2025 as Municipal Treasurers Appreciation Week in Wisconsin.

Now, Therefore, I, Adam Jaramillo, Village President of the Village of Williams Bay do hereby recognize the week of April 20 through April 26, 2025, as Municipal Treasurers Week, and further extend appreciation to our Municipal Treasurer Jennifer Wiese and to all Municipal Treasurers for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 21st day of April 2025.

Signed: _____ Attest: _____

PROCLAMATION

WHEREAS, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, 2025 is the 153rd anniversary of the holiday and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Adam Jaramillo, President of the Village of Williams Bay, do hereby proclaim the 25th day of April 2025 as the 153rd anniversary celebration of ARBOR DAY in the Village of Williams Bay, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 21st day of April 2025

Signed: _____
Adam Jaramillo, Village President