



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, FEBRUARY 16, 2026 AT 6:30 PM

**Williams Bay School - Auditorium
(South Building Entrance & Parking Lot)
500 West Geneva Street
Williams Bay, WI 53191**

The meeting will be live-streamed on the Village of Williams Bay's YouTube, which can be found here: <https://youtube.com/live/7952gwFelqs?feature=share>

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 February 2, 2026

VI. 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.** *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.*

VII. Consent Agenda

- A.** Approval of Edgewater Use and Policy Contracts for the Williams Bay Businesses Association (WBBA):
 - 1. For an (a) an Event To Be Determined (TBD) on June 19, 2026 through June 21, 2026 and (b) the 4th Annual Cinco de Mayo event on May 1, 2026 through May 3, 2026
 - 2. For the Williams Bay Farmers Market for: (a) May 22 & 29, 2026; June 5, 12, 19, & 26, 2026; (b) July 3, 10, 17, 24 & 31, 2026; (c) August 14, 21 & 28, 2026, and (d) September 4 from 6:00 am until 2:00 pm
- B.** Approval of Edgewater Park Use and Policy Contract for the Williams Bay Lions Club for: (a) July 4, 2026 for Pancake Day, (b) August 5-9, 2026 for Corn and Brat Fest and (c) October 10, 2026 for the Car Show

VIII. Presentation of accounts and petitions

- A.** Payroll ending 02-06-2026 in the amount of \$53,635.56
- B.** Accounts Payable Prepays
 - 1. dated 01-29-2026 in the amount of \$263.81
 - 2. dated 02-02-2026 in the amount of \$4,567.53
 - 3. dated 02-10-2026 in the amount of \$104,354.66
- C.** Accounts Payable Unpays dated 02-13-2026 in the amount of \$5,469,464.76
- D.** Library Accounts Payable dated 02-12-2026 in the amount of \$3,361.92
- E.** December 2025 Financial Statements

IX. Plan Commission

- A.** APPLICANT: Village of Williams Bay
STREET ADDRESS: 250 Williams Street, Williams Bay, WI 53191
02/03/2026 Plan Commission Recommended Approval of The Village of Williams Bay Application to Amend Section 390-0316G of the Zoning Ordinance of the Village of Williams Bay, Concerning Temporary Relocatable Buildings.
- B.** APPLICANT: Village of Williams Bay, EMS Living Quarters (Project)
TAX KEY: WOP 00085 and WOP 00089
STREET ADDRESS: 7 E Geneva Street, Williams Bay, WI 53191
02/03/2026 Plan Commission Recommended Approval of a Conditional Use Permit per Section 390-0224C. 8. and Section 390-0316G. to Permit a Temporary Relocatable Building within the Minimum Required Front Yard Setback and for the Building to Remain on Site for Longer Than Six (6) Months for Emergency Medical Services (EMS) Overnight Quarters in the P & R District.
- C.** APPLICANT: Williams Bay Property Company LLC, Topography The Preserve Development (Project)
TAX KEY: WWUP 00011; WGT 00010; WGT 00009; WA 499800002, and EW 200020
STREET ADDRESS: 350 Constance Blvd, Williams Bay, WI 53191 (Formerly George Williams College/Aurora University)
02/11/2026 Plan Commission Meeting
 - 1. Plan Commission Approved - Resolution R-01-26 Recommending Approval of the Topography Final Development Plan (FDP)
 - 2. Plan Commission Approved - Resolution R-02-26 Recommending Approval of the Certified Survey Map (CSM) for the Conservancy Area - One (1) Lot CSM
 - 3. Plan Commission Approved - R-03-26 Resolution Recommending Approval of A Certified Survey Map (CSM) for the Preserve Resort Area - Four (4) Lot CSM
 - 4. Plan Commission Approved - R-04-26 Resolution Recommending Approval of A Preliminary Condominium Plat for The Preserve

X. President's Remarks

XI. Ordinances and Resolutions

- A. Temporary Relocatable EMS Quarters Building:** (1) Zoning Text Amendment and (2) Conditional Use Permit (CUP)
1. **Zoning Text Amendment.** Discussion and Possible Action on Ordinance 2026-02 Amending Section 390-0316G (2) of the Code of Ordinances of the Village of Williams Bay Concerning Temporary Relocatable Building Located Within Minimum Required Yard Setbacks. *First reading and possible waiver of second reading and then adoption*
 2. **Conditional Use Permit.** Discussion and possible action on a Resolution R-14-26 approving a Conditional Use Permit per Section 390-0224C. 8 and Section 390-0316G. for (1) a Temporary Relocatable Building Located Within the Minimum Front Yard Setback and (2) for the Temporary Relocatable Building to Remain on-site for Longer Than Six (6) Months to Provide Temporary Housing Quarters for Emergency Medical Service (EMS) Staff in the P & R District.
 3. **Refer to Village Board Meeting 02/16/2026 Part 2 of 2 for the following Attachments**
- B. Topography (The Preserve) Development** of the Former George Williams College/Aurora University Campus: (1) Final Development Plan (FDP); (2) Certified Survey Maps (CSM) and (3) Preliminary Condominium. *The Plan Commission recommended approval on 2/11/2026. This Board Packet is limited to the Approval Resolutions with Exhibits along with Application Materials that were recommended for approval but were modified after the Plan Commission Packets were published. Refer to the 2/11/2026 Plan Commission Packets (1 of 1 and 2 of 2) to view all original application documents.*
1. **Final Development Plan (FDP).** Discussion and Possible Action on Resolution R-15-26 Approving the Topography Final Development Plan (FDP)
 2. **CSM - One Lot.** Discussion and Possible Action on Resolution R-16-26 Approving the Certified Survey Map (CSM) for the Conservancy Area - One (1) Lot CSM
 3. **CSM - Four Lot.** Discussion and Possible Action on Resolution R-17-26 Approving A Certified Survey Map (CSM) for the Preserve Resort Area - Four (4) Lot CSM
 4. **Preliminary Condo Plat.** Discussion and Possible Action on Resolution R-18-26 Approving A Preliminary Condominium Plat for The Preserve
- C.** Discussion and Possible Action on Ordinance 2026-03 Re: Chapter 205, Housing Standards and Rental Property Article III Short-Term Rental of Residential Dwellings, Including Fees, Enforcement and Penalties. *First reading and possible waiver of second reading and possible adoption*
- D.** Discussion and Possible Action on Resolution R-19-26 Approving the Five (5) Year Capital Improvements Program 2026 - 2030
- E.** Discussion and Possible Action on Resolution R-20-26 Authorizing the 2026 Borrowings for Capital Improvements
- F.** Discussion and Possible Action on Resolution R-21-26 Approving the Village of Williams Bay Fee Schedule for Year 2026

XII. 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.*

XIII. Other Items for Discussion, Consideration, or Action

- A.** Streets & Highways Committee Recommendation Re: Highway 67 Intersection with Geneva St.
Discussion and possible action on commissioning SEWRPC to study the Highway 67 T-intersection where Elkhorn Rd ends at Geneva St.
- B.** Closed Session. Closed session pursuant to Wis. Stat. Sec. 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: negotiations with Williams Bay Volunteer Fire Department
- C.** Open Session. Return to Open Session.
- D.** Discussion and Possible Action on Item(s) Discussed During Closed Session

XIV. 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: 02/13/2026 5:00 PM



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES VILLAGE BOARD MEETING 2/2/2026 MEETING MONDAY, FEBRUARY 2, 2026 AT 6:30 PM VILLAGE HALL COUNCIL ROOM 250 WILLIAMS STREET WILLIAMS BAY, WI 53191

THE MEETING WILL BE LIVE-STREAMED ON THE VILLAGE YOUTUBE WHICH
CAN BE FOUND:

[HTTPS://YOUTUBE.COM/LIVE/1LCNPBPQ4JU?FEATURE=SHARE](https://youtube.com/live/1LCNPBPQ4JU?feature=share)

I. Call to Order

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

II. Roll Call

Present: President Adam Jaramillo, Trustees Robert Umans, Steven Russell, Mary Bartholomew, Susan Franzen

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

Excused: Trustees George Vlach and Lowell Wright

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

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 January 19, 2026

The motion to approve the Village Board Meeting Minutes of January 19, 2026 as corrected was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

VI. Public Comments

Joy Schnupp, Head Librarian/Library Director, spoke regarding the Library Survey which was released on February 1. Schnupp stated that the survey is available online, printed, or on the Library website.

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VII. Presentation of accounts and petitions

- A.** Payroll ending 01-23-2026 in the amount of \$49,842.88

The motion to approve the Payroll ending 01-23-2026 in the amount of \$49,842.88 was initiated by Trustee Bartholomew and seconded by Trustee Umans. Unanimously carried.

- B.** Accounts Payable Unpaid dated 01-30-2026 in the amount of \$96,831.78

The motion to approve the Accounts Payable Unpaid dated 01-30-2026 in the amount of \$96,831.78 was initiated by Trustee Bartholomew and seconded by Trustee Umans. Unanimously carried.

VIII. President's Remarks

- A.** Gage Marine named Boating Industry 2025 Dealer of the Year

President Jaramillo congratulated Gage Marine on being named Boating Industry 2025 Dealer of the Year.

IX. Committee Reports

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

- 1.** Original, Renewal, or Temporary Operators License Application(s)

The motion to approve the Original, Renewal, or Temporary Operators License Application(s) was initiated by Trustee Franzen and seconded by Trustee Umans. Unanimously carried.

X. Public Comments

There were no public comments.

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XI. Adjournment

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Bartholomew at 06:41pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

9) All group members must be informed and agree to abide by these rules prior to the occurrence of the event.

10) Any organization requesting use of the kitchen must contact the Lions Club at williamsbaylionsclub@gmail.com to arrange for inspection of equipment available for use.

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an additional insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: Leticia Green Organization: WBBPA
Address: 230 N. Valmoran Ave Unit C Williams Bay WI 53191
Phone: 262-729-6505 Email: leticia.green.beautyartist@gmail.com

Title of Event: _____

Date(s) requested: June 14th - 21st Is event open to public? (circle one) ☒ YES ☐ NO

Summary of Event including the approximate number of attendees:

We plan to host a cultural event later in the summer in addition to our Cinco de Mayo celebration to promote broader community engagement and participation

Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____



EDGEWATER PARK USE AND POLICY CONTRACT

The Village of Williams Bay will allow use of the park, shelter building, some park equipment, electricity, water and sewer, natural gas and waiver of alcoholic beverage license fees.

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

- 1) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four (4) weeks prior to the event.
- 2) Organizations requesting the park must be non-profit, civic-minded Williams Bay based groups or have a constituency composed primarily of Williams Bay residents. Organization must also possess liability and worker's compensation insurance as required by the Village Board for your particular event.
- 3) A Five Hundred Dollar (\$500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.
- 4) Organization using the Park agrees to repair or replace any items broken, stolen or lost, such as mops, brooms or cleaning equipment; lights or bathroom fixtures, lawn turf, etc., during the time the Park is used.
- 5) Organization using the Park must keep the park clean and orderly during your event, including allowing others to freely access the park and the bathrooms. Also, agrees to pick up litter as it accumulates and clean rest rooms during the time of your event. All clean up must be performed by 10:00 AM of the day following the event unless specifically changed by the Village Administrator.
- 7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.
- 8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.
 - a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.01 shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.
 - b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.
 - c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.
 - d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.
 - e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.
 - f) A list of those serving alcoholic beverages at this event must accompany this contract.



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 - b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.
 - c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.
 - d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.
 - e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.
 - f) A list of those serving alcoholic beverages at this event must accompany this contract.



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

9) All group members must be informed and agree to abide by these rules prior to the occurrence of the event.

10) Any organization requesting use of the kitchen must contact the Lions Club at williamsbaylionsclub@gmail.com to arrange for inspection of equipment available for use.

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an additional insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: Leticia Green Organization: WBPA
Address: 230 N. Walnut Ave Unit C Williams Bay WI
Phone: 262-729-6505 Email: leticia.green-beauty.artist@gmail.com
Title of Event: 4th Annual Cinco de Mayo (May 1st-3rd)
Date(s) requested: May 1st-3rd Is event open to public? (circle one) **YES** **NO**

Summary of Event including the approximate number of attendees:

4th Annual Cinco de Mayo Event
Food entertainment approximate 150-250 people
Certificate of Insurance will follow

Contact Information (if different than above)

Name: _____ Organization: _____
Address: _____



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: _____ Email: _____



STATEMENT CONCERNING LIABILITY AND WORKER'S COMPENSATION INSURANCE FOR USE OF EDGEWATER PARK

We hereby acknowledge and confirm that the undersigned non-profit group or organization, together with all of its members, are not acting or serving in the service of the Village of Williams Bay in any respect in connection with the use we are about to make of or event we are about to hold in Edgewater Park. Our organization, including all members thereof, is not acting under any contract of hire, express or implied with the Village of Williams Bay nor is our organization, or any members thereof serving the Village of Williams Bay as an independent contractor. Our organization, including all members thereof, will not employ any other persons or firms in connection with the use we are about to make of or event we are about to hold in Edgewater Park as our use or event will be run using our membership or immediate family members of our membership only. This statement is made to clarify and confirm that our organization, including all members thereof, is not subject to Worker's Compensation coverage of the Village of Williams Bay.

We further acknowledge and confirm that the undersigned non-profit group or organization has liability insurance coverage of at least \$1,000,000 (one million dollars) and liquor liability insurance coverage (if applicable) in the same amount of coverage provided to it by its parent organization as set forth below that does provide liability insurance coverage to our local group or organization for the use or event about to take place under our exclusive control in Edgewater Park. We acknowledge that we are responsible, and all of our members and our member's immediate family who may also be participating in our event, for the safe and careful conduct of our event. As an express condition of our event therein under our exclusive use and control we do hereby agree to indemnify the Village of Williams Bay and all of its officials, agents and employees against all liability or loss that the Village of Williams Bay may sustain as a result of claims, demands, costs or judgments arising from the use or event we are about to hold in Edgewater Park.

DATED this 27 day of Dec., 2025

Group or organization WPBA

Our liability insurance provided by: _____

(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: [Signature]
President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:



EDGEWATER PARK USE AND POLICY CONTRACT

The Village of Williams Bay will allow use of the park, shelter building, some park equipment, electricity, water and sewer, natural gas and waiver of alcoholic beverage license fees.

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

1) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four (4) weeks prior to the event.

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3) A Five Hundred Dollar (\$500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.

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7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.

8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.

- a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.01 shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.
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[Handwritten signature]



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

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10) Any organization requesting use of the kitchen must contact the Lions Club at williamsbaylionsclub@gmail.com to arrange for inspection of equipment available for use.

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an additional insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: Kimberly Voller Organization: Williams Bay Business Association
Address: P.O. Box 788 Williams Bay, WI 53191
Phone: 815-354-2619 Email: williamsbayfarmersmarket@gmail.com
Title of Event: William's Bay Farmers Market
Date(s) requested: Please attached Is event open to public? (circle one) YES NO

Summary of Event including the approximate number of attendees:

Contact Information (if different than above)

Name: _____ Organization: _____
Address: _____



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: _____ Email: _____



STATEMENT CONCERNING LIABILITY AND WORKER'S COMPENSATION INSURANCE FOR USE OF EDGEWATER PARK

We hereby acknowledge and confirm that the undersigned non-profit group or organization, together with all of its members, are not acting or serving in the service of the Village of Williams Bay in any respect in connection with the use we are about to make of or event we are about to hold in Edgewater Park. Our organization, including all members thereof, is not acting under any contract of hire, express or implied with the Village of Williams Bay nor is our organization, or any members thereof serving the Village of Williams Bay as an independent contractor. Our organization, including all members thereof, will not employ any other persons or firms in connection with the use we are about to make of or event we are about to hold in Edgewater Park as our use or event will be run using our membership or immediate family members of our membership only. This statement is made to clarify and confirm that our organization, including all members thereof, is not subject to Worker's Compensation coverage of the Village of Williams Bay.

We further acknowledge and confirm that the undersigned non-profit group or organization has liability insurance coverage of at least \$1,000,000 (one million dollars) and liquor liability insurance coverage (if applicable) in the same amount of coverage provided to it by its parent organization as set forth below that does provide liability insurance coverage to our local group or organization for the use or event about to take place under our exclusive control in Edgewater Park. We acknowledge that we are responsible, and all of our members and our member's immediate family who may also be participating in our event, for the safe and careful conduct of our event. As an express condition of our event therein under our exclusive use and control we do hereby agree to indemnify the Village of Williams Bay and all of its officials, agents and employees against all liability or loss that the Village of Williams Bay may sustain as a result of claims, demands, costs or judgments arising from the use or event we are about to hold in Edgewater Park.

DATED this 28 day of December, 2025

Group or organization WBBA

Our liability insurance provided by: West Bend Mutual Insurance
(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: Heatherly Moller - Market Manager
President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:



Name: Kimberly Voller

Organization: Williams Bay Business Association (WBBA)

Address: PO Box 788 | Williams Bay, WI 53191

email: WilliamsBayFarmersMarket@gmail.com

Title of Event: Williams Bay Farmers Market

2026 Dates Requested:

- MAY: 22, 29
- JUNE: 5, 12, 19, 26
- JULY: 3, 10, 17, 24, 31
- AUGUST: 7, 21, 28
 - No Market: August 14 (Corn & Brat Festival)
- SEPTEMBER: 4

Times: 6 am - 2 pm (Market to run 8:00 am - 1 pm)

Electricity is requested to be turned on each week, please.

Notes:

- Jim D'Alessandro mentioned that the \$500 deposit has been waived in the past.
- The Certificate of Liability will be submitted closer to the market dates.



Name: Kimberly Voller

Organization: Williams Bay Business Association (WBBA)

Address: PO Box 788 | Williams Bay, WI 53191

email: WilliamsBayFarmersMarket@gmail.com

Title of Event: Williams Bay Farmers Market

2026 Dates Requested:

- MAY: 22, 29
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- The Certificate of Liability will be submitted closer to the market dates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. 5320 Green Bay Road Kenosha WI 53144	CONTACT NAME: Karri Moore PHONE (A/C, No, Ext): E-MAIL ADDRESS: karri.moore@m3ins.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Secura Insurance Company		22543
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Two Creek Farms, LLC
2815 Waukesha Road
Franksville WI 53126

TWOCEE-01

COVERAGES

CERTIFICATE NUMBER: 336676718

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CP3358562	1/5/2026	1/5/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 * MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		WC3358563	1/5/2026	1/5/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Williams Bay Farmers Market and Village of Williams Bay are an Additional Insured with respect to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Williams Bay Farmers Market
Edge Water Park
East Geneva St
Williams Bay WI 53191

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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M3 Insurance - Kenosha
5320 Green Bay Road
Kenosha WI 53144



1oz - #10 - Q91462 - 626 - 749 - F1 P754 - 00074
WILLIAMS BAY FARMERS MARKET
EDGE WATER PARK
EAST GENEVA ST
WILLIAMS BAY WI 53191



1oz - #10 - Q91462
626 - 749 - F1 P754



EDGEWATER PARK USE AND POLICY CONTRACT

The Village of Williams Bay will allow use of the park, shelter building, some park equipment, electricity, water and sewer, natural gas and waiver of alcoholic beverage license fees.

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

- 1) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four (4) weeks prior to the event.
- 2) Organizations requesting the park must be non-profit, civic-minded Williams Bay based groups or have a constituency composed primarily of Williams Bay residents. Organization must also possess liability and worker's compensation insurance as required by the Village Board for your particular event.
- 3) A Five Hundred Dollar (\$500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.
- 4) Organization using the Park agrees to repair or replace any items broken, stolen or lost, such as mops, brooms or cleaning equipment; lights or bathroom fixtures, lawn turf, etc., during the time the Park is used.
- 5) Organization using the Park must keep the park clean and orderly during your event, including allowing others to freely access the park and the bathrooms. Also, agrees to pick up litter as it accumulates and clean rest rooms during the time of your event. All clean up must be performed by 10:00 AM of the day following the event unless specifically changed by the Village Administrator.
- 7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.
- 8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.
 - a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.01 shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.
 - b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.
 - c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.
 - d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.
 - e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.
 - f) A list of those serving alcoholic beverages at this event must accompany this contract.

DA AJ



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

9) All group members must be informed and agree to abide by these rules prior to the occurrence of the event.

10) Any organization requesting use of the kitchen must contact the Lions Club at williamsbaylionsclub@gmail.com to arrange for inspection of equipment available for use.

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an additional insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: Dan Anderson Organization: Williams Bay Lions Club
Address: PO Box 550 Williams Bay, WI 53191
Phone: 262-203-2714 Email: ibdanomite@gmail.com
Title of Event: Pancake Day; Corn and Brat Fest; Nick Caselli Rocking Car Show
Date(s) requested: July 4, 2026; Aug 5-9, 2026; Oct 10, 2026 Is event open to public? (circle one) ☒ YES ☐ NO
Summary of Event including the approximate number of attendees:

Pancake Day: 700
Corn and Brat: 2,000
Car Show: 300

Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: _____ Email: _____



STATEMENT CONCERNING LIABILITY AND WORKER'S COMPENSATION INSURANCE FOR USE OF EDGEWATER PARK

We hereby acknowledge and confirm that the undersigned non-profit group or organization, together with all of its members, are not acting or serving in the service of the Village of Williams Bay in any respect in connection with the use we are about to make of or event we are about to hold in Edgewater Park. Our organization, including all members thereof, is not acting under any contract of hire, express or implied with the Village of Williams Bay nor is our organization, or any members thereof serving the Village of Williams Bay as an independent contractor. Our organization, including all members thereof, will not employ any other persons or firms in connection with the use we are about to make of or event we are about to hold in Edgewater Park as our use or event will be run using our membership or immediate family members of our membership only. This statement is made to clarify and confirm that our organization, including all members thereof, is not subject to Worker's Compensation coverage of the Village of Williams Bay.

We further acknowledge and confirm that the undersigned non-profit group or organization has liability insurance coverage of at least \$1,000,000 (one million dollars) and liquor liability insurance coverage (if applicable) in the same amount of coverage provided to it by its parent organization as set forth below that does provide liability insurance coverage to our local group or organization for the use or event about to take place under our exclusive control in Edgewater Park. We acknowledge that we are responsible, and all of our members and our member's immediate family who may also be participating in our event, for the safe and careful conduct of our event. As an express condition of our event therein under our exclusive use and control we do hereby agree to indemnify the Village of Williams Bay and all of its officials, agents and employees against all liability or loss that the Village of Williams Bay may sustain as a result of claims, demands, costs or judgments arising from the use or event we are about to hold in Edgewater Park.

DATED this 26 day of January, 2026

Group or organization Williams Bay Lions Club

Our liability insurance provided by: ON FILE

(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: [Signature]
President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:

01/24/2026 - 02/06/2026

Pay Date:

2/13/2026

Department	Gross Regular Wages	Gross OT Wages	Payroll Taxes & Deductions	Net Wages
Crossing Guard	\$793.76	\$0.00	\$65.72	\$728.04
General Administration	\$12,651.92	\$103.63	\$5,714.71	\$7,040.84
KNC	\$2,897.24	\$0.00	\$819.43	\$2,077.81
Lakefront/Beach	\$0.00	\$0.00	\$0.00	\$0.00
Library	\$8,063.84	\$0.00	\$2,993.92	\$5,069.92
Parks	\$0.00	\$0.00	\$0.00	\$0.00
Police	\$32,190.93	\$1,512.90	\$11,356.46	\$22,347.37
Protective Services (F&R)	\$6,328.22	\$0.00	\$918.38	\$5,409.84
Public Works/W&S	\$13,073.35	\$41.61	\$4,972.95	\$8,142.01
Recreation Department	\$4,029.20	\$0.00	\$1,209.47	\$2,819.73
Village Board	\$0.00	\$0.00	\$0.00	\$0.00
Total Net Wages				\$53,635.56

GL Account and Title	Description	Amount	Date Paid	GL Period
VILLAGE OF WILLIAMS BAY				
100-24050 ADVANCE TAX COLLECTIONS	INVOICE THATWAS TO B	250.00		126
100-55410-160 PARKS SUPPLIES	TAXES ON PROPERTY VI	13.81		126
Total VILLAGE OF WILLIAMS BAY:		263.81		
Grand Totals:		263.81		

Village Board Approval Date: _____

GL Account and Title	Description	Amount	Date Paid	GL Period
VILLAGE OF WILLIAMS BAY				
001-15100 UTILITY CASH CLEARING	PROPERTY TAXES PAID	321.14		226
001-15100 UTILITY CASH CLEARING	PROPERTY TAXES PAID	2,711.74		226
001-15100 UTILITY CASH CLEARING	PROPERTY TAXES PAID	233.96		226
001-15100 UTILITY CASH CLEARING	PROPERTY TAXES PAID	1,270.69		226
Total VILLAGE OF WILLIAMS BAY:		4,537.53		
WALWORTH COUNTY REGISTER OF DEEDS				
100-51670-000 MISC MUNI SERVICES COST RECOV	FILE ANNEXATION PAPE	30.00		226
Total WALWORTH COUNTY REGISTER OF DEEDS:		30.00		
Grand Totals:		4,567.53		

Village Board Approval Date: _____

GL Account and Title	Description	Amount	Date Paid	GL Period
BAXTER WOODMAN				
100-54100-300 ENGINEERING	LOCH VISTA STOP SIGN	1,134.00		1225
Total BAXTER WOODMAN:		1,134.00		
GUNNAR OLSEN LANDSCAPING				
100-55410-115 PARKS CONTRACT LABOR	PRENNIAL BED MAINT &	8,387.00		1225
Total GUNNAR OLSEN LANDSCAPING:		8,387.00		
LANE TANK CO. INC.				
200-57650-150 WATER TOWERS REPAIRS/MAINT	WATER TANK INSPECTIO	11,850.00		1225
Total LANE TANK CO. INC.:		11,850.00		
PUBLIC SERVICE COMMISSION				
200-57925-100 WATER RATE STUDY EXPENSE	OCTOBER 2025 NOTICE	116.66		1225
Total PUBLIC SERVICE COMMISSION:		116.66		
SCHWAAB INC				
100-51410-160 GEN ADMIN SUPPLIES	NAME PLATE TREASURE	27.00		1225
Total SCHWAAB INC:		27.00		
WALCOMET				
300-58980-310 WALCOMET SEWER CONNECTION FEE	2025 WALCOMET FEES S	82,840.00		1225
Total WALCOMET:		82,840.00		
Grand Totals:		104,354.66		

Village Board Approval Date: _____

GL Account and Title	Description	Amount	GL Period
126			
DELAVAN NAPA AUTO PARTS			
100-52120-150 POLICE REPAIRS/MAINT	OIL & COOLANT 294	88.98	126
Total DELAVAN NAPA AUTO PARTS:		88.98	
EAGLE EYE TREE SERVICE			
100-56120-000 HOLIDAY DECORATION SUPPLIES	TAKE DOWN CHRISTMAS DEC	795.00	126
Total EAGLE EYE TREE SERVICE:		795.00	
HAWKINS INC			
200-57631-160 WATER TREATMENT CHEMICALS	CHLORINE GAS	1,815.25	126
Total HAWKINS INC:		1,815.25	
HEYER TRUE VALUE HARDWARE			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	FURNANCY PIPE, GLUE, WALL	42.33	126
Total HEYER TRUE VALUE HARDWARE:		42.33	
MID-STATE EQUIPMENT			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	BOX FLOW PARTS	1,098.92	126
Total MID-STATE EQUIPMENT:		1,098.92	
MILPORT ENTERPRISES INC			
200-57631-160 WATER TREATMENT CHEMICALS	ALUMINUM SULFATE	1,887.00	126
Total MILPORT ENTERPRISES INC:		1,887.00	
ODLING CONSTRUCTION INC.			
100-54310-280 SNOW/ICE CONTROL MATERIALS	SAND	222.43	126
Total ODLING CONSTRUCTION INC.:		222.43	
USA BLUE BOOK			
200-57632-160 WATER TREATMENT SUPPLIES	NITRITATE TEST SUPPLIES	337.38	126
200-57632-160 WATER TREATMENT SUPPLIES	AMMONIA TEST SUPPLIES	684.95	126
Total USA BLUE BOOK:		1,022.33	
Total 126:		6,972.24	
226			
ABRAHAM'S ON-SITE SHREDDING			
100-51410-160 GEN ADMIN SUPPLIES	SHREDDING SERVICES	72.50	226
Total ABRAHAM'S ON-SITE SHREDDING:		72.50	
ACCURATE APPRAISAL			
100-51520-000 ASSESSOR CONTRACT	ASSESSMENT SERVICES	2,500.00	226
Total ACCURATE APPRAISAL:		2,500.00	
ADAMS PLUMBING			
100-51400-000 RECRUITING FEES	JANUARY 2026 ADVERTISEME	93.74	226

GL Account and Title	Description	Amount	GL Period
Total ADAMS PLUMBING:		93.74	
AMAZON CAPITAL SERVICES			
100-52120-160 POLICE SUPPLIES	POLICE SUPPLIES	406.16	226
500-51410-150 VILLAGE HALL-WALWORTH ST REMOD	NEW BUILDING IT	406.95	226
100-52120-130 POLICE IT EXPENSE	POLICE IT	14.39	226
100-54310-150 STREETS EQUIP REPAIRS/MAINT	DIELECTRIC GREASE	21.99	226
100-54310-150 STREETS EQUIP REPAIRS/MAINT	ODB2 SCAN TOOL	399.99	226
200-57935-150 WATER PLANT REPAIRS/MAINT	VINYL DOOR CURTAIN X 2	88.02	226
200-57935-150 WATER PLANT REPAIRS/MAINT	STORAGE SHELVES X 2	108.44	226
200-57921-160 WATER OFFICE SUPPLIES	COMPUTER MOUSE	16.88	226
100-54310-150 STREETS EQUIP REPAIRS/MAINT	DISCOUNT	20.00-	226
100-51730-160 VH BLDG SUPPLIES	VILLAGE HALL CLEANING SUP	73.00	226
100-51410-160 GEN ADMIN SUPPLIES	VILLAGE HALL OFFICE SUPPLU	.46	226
100-51720-160 LIONS FIELD HOUSE SUPPLIES	FIELDHOUSE CLEANING SUPP	37.55	226
100-52320-160 FIRE DEPT SUPPLIES	FIRE DEPT OFFICE SUPPLIES	140.05	226
Total AMAZON CAPITAL SERVICES:		1,693.88	
AXON ENTERPRISE INC			
130-52120-130 POLICE REFERENDUM IT	2026 AXON BWC CONTRACT	1,977.99	226
Total AXON ENTERPRISE INC:		1,977.99	
BAKER TILLY VIRCHOW KRAUSE LLP			
100-51570-000 AUDIT EXPENSE	2025 AUDIT PROGRESS PAY #2	600.00	226
200-57925-000 WATER AUDIT EXPENSE	2025 AUDIT PROGRESS PAY #2	200.00	226
300-58972-000 SEWER AUDIT EXPENSE	2025 AUDIT PROGRESS PAY #2	200.00	226
200-57925-000 WATER AUDIT EXPENSE	ADDITIONAL UTILITY BILLING	232.50	226
300-58972-000 SEWER AUDIT EXPENSE	ADDITIONAL UTILITY BILLING	232.50	226
100-51570-000 AUDIT EXPENSE	TECHNOLOGY FEE	43.95	226
200-57925-000 WATER AUDIT EXPENSE	TECHNOLOGY FEE	14.65	226
300-58972-000 SEWER AUDIT EXPENSE	TECHNOLOGY FEE	14.65	226
Total BAKER TILLY VIRCHOW KRAUSE LLP:		1,538.25	
BALDERSTONE, SARAH			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	119.71	226
Total BALDERSTONE, SARAH:		119.71	
BAXTER WOODMAN			
100-51630-000 LEGAL/ENGINEER/PLANNING AR	R THE PRESERVE PLANING RE	13,468.75	226
300-58965-140 SEWER CAPITAL OUTLAY	SANITARY SEWER REPLACEM	1,792.00	226
100-51630-000 LEGAL/ENGINEER/PLANNING AR	R - BAILEY ESTATES JANUARY	10,219.07	226
100-51630-000 LEGAL/ENGINEER/PLANNING AR	R CANYON DEVELOPEMENT JA	756.25	226
100-51630-000 LEGAL/ENGINEER/PLANNING AR	R PARK PL CONSTRUCTION SE	275.00	226
200-57602-150 WELL #2 - REPAIRS	WELL #3 ENGINEERING ASSIST	550.00	226
100-51630-000 LEGAL/ENGINEER/PLANNING AR	R YERKES REVIEW TRAFFIC IM	520.00	226
100-51630-000 LEGAL/ENGINEER/PLANNING AR	R PLAN REVIEW 80 N WALWOR	1,031.25	226
Total BAXTER WOODMAN:		28,612.32	
BAY GROUP PARTNERS			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	202.77	226

GL Account and Title	Description	Amount	GL Period
Total BAY GROUP PARTNERS:		202.77	
BAYSIDE BEAUTY LLC			
100-22010 TAX REFUNDS	REFUND FOR OVERPAYMENT	250.00	226
Total BAYSIDE BEAUTY LLC:		250.00	
CAMPS & CONFERENCE			
100-52120-190 POLICE TRAINING	RUDI IPMBA	200.00	226
Total CAMPS & CONFERENCE:		200.00	
CHRISTY, ERIN			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	2,969.86	226
Total CHRISTY, ERIN:		2,969.86	
CINTAS OH			
100-55410-150 PARKS REPAIRS/MAINT	ST DEPT MEDICAL CABINET SU	128.76	226
200-57635-150 WATER TREATMENT REPAIRS/ MAINT	WATER DEPT MEDICAL CABINE	65.19	226
Total CINTAS OH:		193.95	
COLUMN SOFTWARE PBC			
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATION TRH HEARING	86.49	226
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATION TEMP STRUCTU	86.49	226
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATION TEMP BLDG CUP	82.95	226
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATION 2026 LIQUOR LI	40.33	226
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATION ORDINANCE 202	191.31	226
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATION OF ORDINANACE	155.81	226
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATION 2026 LIQUOR LI	35.50	226
Total COLUMN SOFTWARE PBC:		678.88	
CORE & MAIN			
200-57641-160 WATER DISTRIBUTION SUPPLIES	CAL-VAL REPLACEMENT SOLIN	730.60	226
Total CORE & MAIN:		730.60	
DEPARTMENT OF WORKFORCE DEVELOPMENT			
100-51210-110 MUNICIPAL COURT WAGES	UMEMPLOYMENT VAN COIL JA	688.00	226
Total DEPARTMENT OF WORKFORCE DEVELOPMENT:		688.00	
DIGGER'S HOTLINE INC.			
200-57930-140 WATER DIGGERS HOTLINE EXPENSE	JANUARY 2026 DIGGERS ACTIV	68.55	226
Total DIGGER'S HOTLINE INC.:		68.55	
DYE, GREGORY OR STACEY			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	245.18	226
Total DYE, GREGORY OR STACEY:		245.18	
FITZPATRICK, PETER OR JULIE			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	594.36	226

GL Account and Title	Description	Amount	GL Period
Total FITZPATRICK, PETER OR JULIE:		594.36	
FREEDOM MAILING			
200-57921-160 WATER OFFICE SUPPLIES	UTILITY BILL DELINQUENT	18.06	226
300-58969-160 SEWER OFFICE SUPPLIES	UTILITY BILL DELINQUENT	18.06	226
200-57921-160 WATER OFFICE SUPPLIES	POSTAGE FOR DELINQUENT N	127.28	226
300-58969-160 SEWER OFFICE SUPPLIES	POSTAGE FOR DELINQUENT N	127.28	226
Total FREEDOM MAILING:		290.68	
GATEWAY TECHNICAL COLLEGE			
100-24004 DUE TO VTAE DIST.	FEBRUARY SETTLEMENT	393,709.73	226
Total GATEWAY TECHNICAL COLLEGE:		393,709.73	
GREVER, DAWSON			
220-52320-175 EMS FAP ASSIST EXPENDITURE	EMR/EMT TUITION PART 1	485.08	226
220-52320-175 EMS FAP ASSIST EXPENDITURE	EMR/WMT TUITION PART 2	639.12	226
Total GREVER, DAWSON:		1,124.20	
GUNNAR OLSEN LANDSCAPING			
100-51405-000 BILLABLE SERVICES	SIDEWALK SHOVELING	370.00	226
Total GUNNAR OLSEN LANDSCAPING:		370.00	
HWY 67 PLAZA LLC			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	600.00	226
Total HWY 67 PLAZA LLC:		600.00	
JOHNSON TRACTOR			
100-55410-150 PARKS REPAIRS/MAINT	KUBOTA FRONT GUARD	485.48	226
Total JOHNSON TRACTOR:		485.48	
KLEAN, KEVIN OR MELISSA			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	207.14	226
Total KLEAN, KEVIN OR MELISSA:		207.14	
LABELLE, ASHLEY			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	3,412.45	226
Total LABELLE, ASHLEY:		3,412.45	
LEDERMAN, EMILY			
100-55210-275 REC DEPT PROGRAM EXPENSES	JANUARY MONDAY CARDIO CL	96.00	226
100-55210-275 REC DEPT PROGRAM EXPENSES	JANUARY THURSDAY LATIN FL	192.00	226
100-55210-275 REC DEPT PROGRAM EXPENSES	JANUARY SATURDAY MORNIN	88.00	226
Total LEDERMAN, EMILY:		376.00	
MARTEN, CHRISTIAN OR AMY			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	158.27	226

GL Account and Title	Description	Amount	GL Period
Total MARTEN, CHRISTIAN OR AMY:		158.27	
MUNICIPAL CODE ENFORCEMENT LLC			
100-53100-210 ZONING INSPECTION CONTRACT	ZONING ADMINISTRATION JAN	3,291.60	226
100-53100-215 CODE ENFORCEMENT CONTRACT	CODE ENFORCEMENT JANUAR	5,024.57	226
Total MUNICIPAL CODE ENFORCEMENT LLC:		8,316.17	
PREMIUM WATERS INC			
100-51730-160 VH BLDG SUPPLIES	DRINKING WATER VILLAGE HA	106.47	226
Total PREMIUM WATERS INC:		106.47	
REDDY,DAVID OR ELLEN			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	281.72	226
Total REDDY,DAVID OR ELLEN:		281.72	
SADAUSKAS, LUKE			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	222.26	226
Total SADAUSKAS, LUKE:		222.26	
SAFEBUILT LLC			
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING INSPECTION FEES J	10,723.06	226
Total SAFEBUILT LLC:		10,723.06	
SECURIAN FINANCIAL GROUP INC			
100-52120-124 POLICE LIFE INSURANCE	MARCH LIFE INSURANCE POLI	124.37	226
100-54100-123 DPW ADMIN HEALTH INSURANCE	MARCH LIFE INSURANCE DPW	7.56	226
100-54310-124 STREETS LIFE INSURANCE	MARCH LIFE INSURANCE STRE	28.42	226
100-55410-124 PARKS LIFE INSURANCE	MARCH LIFE INSURANCE PARK	23.48	226
200-57630-124 WATER TREATMENT - LIFE INS	MARCH LIFE INSURANCE WAT	4.92	226
200-57640-124 WATER DISTRIBUTION - LIFE INS	MARCH LIFE INSURANCE WAT	4.92	226
200-57902-124 WATER ACCOUNTING - LIFE INS	MARCH LIFE INSURANCE WAA	19.08	226
230-58100-124 KNC LIFE INSURANCE	MARCH LIFE INSURANCE KNC	5.49	226
200-57920-124 WATER ADMIN - LIFE INS	MARCH LIFE INSURANCE WAT	15.51	226
300-58964-124 SEWER ACCOUNTING - LIFE INS	MARCH LIFE INSURANCE SEW	19.07	226
300-58965-124 SEWER ADMIN - LIFE INS	MARCH LIFE INSURANCE SEW	15.51	226
100-51410-124 GEN ADMIN LIFE INSURANCE	MARCH LIFE INSURANCE GEN	93.74	226
100-55210-124 REC DEPT LIFE INSURANCE	MARCH LIFE INSURANCE REC	6.05	226
400-58100-124 LIFE INSURANCE	MARCH LIFE INSURANCE LIBR	50.76	226
100-21257 LIFE INSURANCE PAYABLE	EMPLOYEE CONTRIBUTION	454.52	226
Total SECURIAN FINANCIAL GROUP INC:		873.40	
VANDEWALLE & ASSOCIATES			
100-51630-000 LEGAL/ENGINEER/PLANNING AR	R-THE BAY CLUB 139 CONGRE	640.00	226
100-51630-000 LEGAL/ENGINEER/PLANNING AR	R- FDP THE PRESERVE JAN	640.00	226
100-51630-000 LEGAL/ENGINEER/PLANNING AR	R- FINAL DEV PLAN THE PRES	840.00	226
100-51630-000 LEGAL/ENGINEER/PLANNING AR	R - THE PRESERVE DEC/JAN	800.00	226
Total VANDEWALLE & ASSOCIATES:		2,920.00	
VLACH, GEORGE OR JUDITH			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	1,731.02	226

GL Account and Title	Description	Amount	GL Period
Total VLACH, GEORGE OR JUDITH:		1,731.02	
WALCOMET			
300-58980-300 WALCOMET SEWERAGE EXPENSES	JANUARY 2026 SEWER SERVIC	65,093.01	226
Total WALCOMET:		65,093.01	
WALWORTH COUNTY SHERIFF'S OFFICE			
100-52120-130 POLICE IT EXPENSE	POLICE IT	1,111.66	226
Total WALWORTH COUNTY SHERIFF'S OFFICE:		1,111.66	
WALWORTH COUNTY TREASURER			
100-24002 DUE TO COUNTY GOVT.	FEBRUARY SETTLEMENT BALA	1,628,353.61	226
Total WALWORTH COUNTY TREASURER:		1,628,353.61	
WILLIAMS BAY AUTOMOTIVE			
100-52120-150 POLICE REPAIRS/MAINT	294 OIL CHANGE	106.61	226
Total WILLIAMS BAY AUTOMOTIVE:		106.61	
WILLIAMS BAY SCHOOL DISTRICT			
100-24003 DUE TO SCHOOL DIST.	FEBRUARY SETTLEMENT BALA	3,294,705.04	226
Total WILLIAMS BAY SCHOOL DISTRICT:		3,294,705.04	
WISCONSIN PROFESSIONAL POLICE			
100-21262 UNION DUES PAYABLE	FEBRUARY UNION DUES	235.00	226
Total WISCONSIN PROFESSIONAL POLICE:		235.00	
WISCONSIN RURAL WATER ASSOCIATION			
200-57930-190 WATER TRAINING EXPENSE	WRWA CONFERENCE REGISTR	270.00	226
200-57930-190 WATER TRAINING EXPENSE	WRWA CONFERENCE REGISTR	270.00	226
Total WISCONSIN RURAL WATER ASSOCIATION:		540.00	
WOLFE, ROBERT			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	119.71	226
Total WOLFE, ROBERT:		119.71	
ZUCCHERO, DOMINIC AND LUCILLE			
100-22010 TAX REFUNDS	PROPERTY TAX REFUND	2,889.29	226
Total ZUCCHERO, DOMINIC AND LUCILLE:		2,889.29	
Total 226:		5,462,492.52	
Grand Totals:		5,469,464.76	

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

GL Account and Title	Description	Amount	GL Period
226			
INGRAM LIBRARY SERVICES			
400-58200-000 ADULT PRINT	ADULT PRINT / BOOKS	496.19	226
400-58201-000 CHILDREN PRINT	CHILDREN'S PRINT	64.69	226
410-58200-102 BOOKS, DONOR DESIGNATED	BOOKS DONOR DESIGNATED	22.10	226
Total INGRAM LIBRARY SERVICES:		582.98	
JANESVILLE GAZETTE			
400-58280-000 LIBRARY PERIODICALS	52 WEEK SUBSCRIPTION	485.20	226
Total JANESVILLE GAZETTE:		485.20	
MAGNOLIA JOURNAL			
400-58280-000 LIBRARY PERIODICALS	ANFNUAL SUBSCRIPTION	15.00	226
Total MAGNOLIA JOURNAL:		15.00	
PETTY CASH			
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	GIFT CARDS - BOXED & BURLA	30.00	226
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	GIFT CARDS GREEN GROCER	30.00	226
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	GIFT CARDS COFFEE MILL HY	30.00	226
Total PETTY CASH:		90.00	
RACHEL ARNDT CONSULTING LLC			
410-58340-000 BOARD COMMITTED EXPENDITURES	2 SOAR MEETINGS	1,479.90	226
Total RACHEL ARNDT CONSULTING LLC:		1,479.90	
SCHNUPP, JOY			
410-58340-000 BOARD COMMITTED EXPENDITURES	MILEAGE REIMBURSEMENT	186.34	226
Total SCHNUPP, JOY:		186.34	
UNIQUE SERVICES			
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	IT/LICENSES/CONTRACTED SE	50.00	226
Total UNIQUE SERVICES:		50.00	
WISCONSIN LIBRARY SERVICES			
410-58340-000 BOARD COMMITTED EXPENDITURES	BOARD COMMITTED 1/2 SURVE	472.50	226
Total WISCONSIN LIBRARY SERVICES:		472.50	
Total 226:		3,361.92	
Grand Totals:		3,361.92	

Village Board Approval Date: _____

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-41100 TAX LEVY-GENERAL	.00	1,793,544.18	1,793,544.00	(.18)	100.0
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	.00	85,561.58	75,000.00	(10,561.58)	114.1
100-41106 CABLE FRANCHISE FEES	.00	46,657.03	51,000.00	4,342.97	91.5
100-41110 MERCY PILOT	.00	59,310.91	56,000.00	(3,310.91)	105.9
100-41111 WLC PILOT	.00	37,500.00	37,500.00	.00	100.0
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	.00	2,022,573.70	2,202,694.00	180,120.30	91.8
<u>INTERGOVERNMENTAL</u>					
100-42001 EXEMPT COMPUTER AID	.00	469.74	500.00	30.26	94.0
100-42002 STATE SHARED REVENUE	.00	146,141.02	64,000.00	(82,141.02)	228.4
100-42006 TRANSPORTATION AID	.00	220,752.11	210,000.00	(10,752.11)	105.1
100-42007 POLICE TRAINING FROM STATE	.00	3,520.00	1,400.00	(2,120.00)	251.4
100-42008 OTHER STATE AIDS	.00	18,483.02	24,000.00	5,516.98	77.0
100-42009 POLICE GRANT FROM CTY	.00	3,099.16	3,000.00	(99.16)	103.3
100-42010 POLICE SRO REVENUE	.00	115,885.83	67,000.00	(48,885.83)	173.0
100-42012 MISC GRANTS	.00	37,312.44	.00	(37,312.44)	.0
100-42013 POLICE FEDERAL/DOJ GRANTS	.00	1,315.00	.00	(1,315.00)	.0
TOTAL INTERGOVERNMENTAL	.00	546,978.32	369,900.00	(177,078.32)	147.9
<u>LICENSES & PERMITS</u>					
100-43001 LIQUOR/BEER LICENSE	(390.00)	7,455.00	6,300.00	(1,155.00)	118.3
100-43002 OPERATOR LICENSE	85.00	3,195.00	2,200.00	(995.00)	145.2
100-43006 BUILDING PERMITS	(47,416.58)	181,230.05	80,000.00	(101,230.05)	226.5
100-43007 ELECTRICAL PERMITS	2,465.90	24,366.95	17,000.00	(7,366.95)	143.3
100-43008 PLUMBING PERMITS	3,108.02	31,874.45	20,000.00	(11,874.45)	159.4
100-43009 ROOM TAX PERMIT	25.00	1,050.00	600.00	(450.00)	175.0
100-43013 RENTAL PROP ADMIN	.00	10.00	.00	(10.00)	.0
100-43014 CIGARETTE LICENSE	.00	300.00	300.00	.00	100.0
100-43015 ZONING AND PLANNING FEES	575.00	25,211.00	20,000.00	(5,211.00)	126.1
100-43016 TREE PERMIT	50.00	5,215.00	6,000.00	785.00	86.9
100-43018 DOG LICENSE	60.00	481.00	1,000.00	519.00	48.1
100-43021 TOURIST ROOMING HOUSE PERMIT	450.00	6,300.00	8,100.00	1,800.00	77.8
100-43022 SHORT TERM RENTAL PERMIT	.00	24,700.00	19,000.00	(5,700.00)	130.0
100-43025 TRANSIENT MERCHANT PERMIT	.00	400.00	150.00	(250.00)	266.7
100-43090 INVOICED SERVICE PAYMENTS	.00	53,374.50	124,000.00	70,625.50	43.0
TOTAL LICENSES & PERMITS	(40,987.66)	365,162.95	304,650.00	(60,512.95)	119.9

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>PUBLIC CHARGES FOR SERVICE</u>					
100-44040 POLICE GEN REVENUE	.00	277.75	250.00	(27.75)	111.1
100-44043 POLICE ALARM PERMITS	.00	10.00	.00	(10.00)	.0
100-44049 SPECIAL ASSESSMENT LETTERS	280.00	4,360.00	4,000.00	(360.00)	109.0
100-44060 STREET OPENING PERMIT	110.00	1,760.00	1,000.00	(760.00)	176.0
100-44090 DONATION/SPONSORSHIP REVENUE	45.00	4,395.00	6,000.00	1,605.00	73.3
100-44092 RECREATION MISC REVENUE	.00	809.62	3,700.00	2,890.38	21.9
100-44094 ATHLETIC PROGRAM REVENUE	.00	8,398.38	12,000.00	3,601.62	70.0
100-44098 REC DEPT PROGRAM REVENUE	503.45	10,320.14	15,000.00	4,679.86	68.8
100-44101 REC DEPT EVENTS/TRIPS	.00	.00	500.00	500.00	.0
100-44107 FACILITY RENTAL REVENUE	.00	6,160.00	9,300.00	3,140.00	66.2
100-44301 WATERWAY MARKERS	.00	6,709.00	6,300.00	(409.00)	106.5
100-44620 LAKEFRONT/SHORE INCOME	.00	8,999.00	16,000.00	7,001.00	56.2
100-44621 BEACH REVENUE	.00	108,304.42	85,000.00	(23,304.42)	127.4
100-44622 LAUNCH REVENUE	.00	253,675.54	210,000.00	(43,675.54)	120.8
100-44623 HORVATH DRY STORAGE REVENUE	.00	25,116.80	25,300.00	183.20	99.3
100-44625 TOWN OF LINN BEACH REVENUE	.00	12,063.00	15,000.00	2,937.00	80.4
100-44630 KAYAK/PADDLEBOARD RENTAL FEES	.00	9,380.00	15,000.00	5,620.00	62.5
TOTAL PUBLIC CHARGES FOR SERVICE	938.45	460,738.65	424,350.00	(36,388.65)	108.6
<u>FINES & FORFEITURES</u>					
100-45001 COURT FINE REVENUE	1,387.54	9,100.13	26,000.00	16,899.87	35.0
100-45002 PARKING TICKET REVENUE	535.00	4,031.00	8,000.00	3,969.00	50.4
TOTAL FINES & FORFEITURES	1,922.54	13,131.13	34,000.00	20,868.87	38.6
<u>SOURCE 46</u>					
100-46000 WEED AND NUISANCE CONTROL	.00	750.00	750.00	.00	100.0
TOTAL SOURCE 46	.00	750.00	750.00	.00	100.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>COMMERCIAL</u>					
100-48003 EMS BILLABLE AR	2,000.00	5,600.00	.00	(5,600.00)	.0
100-48004 INTEREST ON INVESTMENTS	42,687.12	220,075.43	48,680.00	(171,395.43)	452.1
100-48007 LEGAL SERVICES AR	.00	8,942.50	.00	(8,942.50)	.0
100-48008 ENGINEERING SERVICES AR	20,160.00	169,843.75	.00	(169,843.75)	.0
100-48009 PLANNING SERVICES AR	4,440.00	5,200.00	.00	(5,200.00)	.0
100-48011 MISC MUNI SERVICES AR	2,016.75	6,054.92	.00	(6,054.92)	.0
100-48013 BOAT SLIP RENTAL	.00	292,805.24	286,000.00	(6,805.24)	102.4
100-48015 GENEVA LK LAW ENFORCEMENT AGCY	.00	23,149.98	32,000.00	8,850.02	72.3
100-48016 MUNICIPAL BUSINESS LEASE PYMT	.00	1,145.68	1,000.00	(145.68)	114.6
100-48017 TOWER LEASE	2,000.00	23,850.00	.00	(23,850.00)	.0
100-48020 GLEA CBCW GRANT	.00	2,400.00	2,400.00	.00	100.0
TOTAL COMMERCIAL	73,303.87	759,067.50	370,080.00	(388,987.50)	205.1
<u>MISCELLANEOUS</u>					
100-49002 INSURANCE PAYMENTS/REBATE	.00	4,370.00	2,500.00	(1,870.00)	174.8
100-49003 SALE OF VGE ASSET	.00	.00	1,000.00	1,000.00	.0
100-49009 GENERAL MISC UNCLASS	5.00	(499.54)	500.00	999.54	(99.9)
TOTAL MISCELLANEOUS	5.00	3,870.46	4,000.00	129.54	96.8
TOTAL FUND REVENUE	35,182.20	4,172,272.71	3,710,424.00	(461,848.71)	112.5

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
GENERAL GOVERNMENT					
100-51110-110 VILLAGE BOARD WAGES	5,512.50	22,050.00	22,100.00	50.00	99.8
100-51110-121 VILLAGE BOARD FICA	421.72	1,686.88	1,700.00	13.12	99.2
100-51110-130 VILLAGE BOARD OTHER EXPENSE	.00	605.57	1,000.00	394.43	60.6
100-51210-110 MUNICIPAL COURT WAGES	1,559.07	17,120.41	9,300.00	(7,820.41)	184.1
100-51210-121 MUNICIPAL COURT FICA	.00	981.13	770.00	(211.13)	127.4
100-51210-130 MUNICIPAL COURT OTHER EXPENSE	.00	3,000.00	.00	(3,000.00)	.0
100-51210-150 MUNICIPAL COURT IT FEES	46.50	4,659.87	1,500.00	(3,159.87)	310.7
100-51210-160 MUNICIPAL COURT SUPPLIES	.00	135.28	.00	(135.28)	.0
100-51400-000 RECRUITING FEES	.00	2,150.28	.00	(2,150.28)	.0
100-51405-000 BILLABLE SERVICES	.00	19,211.18	109,000.00	89,788.82	17.6
100-51410-110 GEN ADMIN WAGES	13,096.28	169,891.34	170,346.00	454.66	99.7
100-51410-112 GEN ADMIN OT WAGES	11.43	244.67	.00	(244.67)	.0
100-51410-121 GEN ADMIN FICA	1,006.68	12,330.79	13,091.00	760.21	94.2
100-51410-122 GEN ADMIN RETIREMENT	927.41	11,843.27	11,938.00	94.73	99.2
100-51410-123 GEN ADMIN HEALTH INSURANCE	1,270.74	34,121.53	34,976.00	854.47	97.6
100-51410-124 GEN ADMIN LIFE INSURANCE	88.70	924.51	750.00	(174.51)	123.3
100-51410-127 GEN ADMIN HSA FUNDING	395.83	7,041.55	7,250.00	208.45	97.1
100-51410-130 GEN ADMIN IT EXPENSE	80.00	4,214.97	4,000.00	(214.97)	105.4
100-51410-160 GEN ADMIN SUPPLIES	249.44	10,931.58	10,000.00	(931.58)	109.3
100-51410-161 GEN ADMIN POSTAGE	932.86	13,555.43	6,500.00	(7,055.43)	208.6
100-51410-162 GEN ADMIN COPIER EXPENSE	1,276.63	5,270.00	3,600.00	(1,670.00)	146.4
100-51410-190 GEN ADMIN TRAINING	199.00	4,514.18	7,000.00	2,485.82	64.5
100-51410-200 GEN ADMIN TELEPHONE	474.31	5,597.57	4,000.00	(1,597.57)	139.9
100-51410-210 GEN ADMIN PUBLICATIONS	1,236.16	4,022.94	3,500.00	(522.94)	114.9
100-51410-300 GEN ADMIN CODIFICATION	.00	3,728.00	6,200.00	2,472.00	60.1
100-51412-000 ELECTION EXPENSE	.00	3,505.91	3,000.00	(505.91)	116.9
100-51412-110 ELECTION WAGES	.00	5,488.80	7,000.00	1,511.20	78.4
100-51412-121 ELECTION FICA	.00	4.78	30.00	25.22	15.9
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	5,632.77	36,422.15	30,000.00	(6,422.15)	121.4
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	66,219.00	66,000.00	(219.00)	100.3
100-51520-000 ASSESSOR CONTRACT	2,500.00	30,017.98	30,000.00	(17.98)	100.1
100-51560-000 CONTINGENCY	.00	1,736.00	34,326.00	32,590.00	5.1
100-51570-000 AUDIT EXPENSE	945.00	80,670.25	28,150.00	(52,520.25)	286.6
100-51575-000 FINANCIAL MGT PLAN EXPENSE	.00	150.00	.00	(150.00)	.0
100-51610-000 LEGAL SERVICES	22,140.50	57,806.52	35,000.00	(22,806.52)	165.2
100-51630-000 LEGAL/ENGINEER/PLANNING AR	25,379.10	248,063.10	.00	(248,063.10)	.0
100-51650-000 MISCELLANEOUS-AUDIT	.00	713.02	.00	(713.02)	.0
100-51670-000 MISC MUNI SERVICES COST RECOV	872.20	2,219.88	.00	(2,219.88)	.0
100-51720-150 LIONS FIELD HOUSE REPAIR/MAINT	68.64	2,018.43	2,000.00	(18.43)	100.9
100-51720-160 LIONS FIELD HOUSE SUPPLIES	.00	701.91	700.00	(1.91)	100.3
100-51720-170 LIONS FIELD HOUSE GAS	95.40	1,763.72	1,800.00	36.28	98.0
100-51720-171 LIONS FIELD HOUSE ELECTRIC	173.07	2,291.35	1,800.00	(491.35)	127.3
100-51720-173 LIONS FIELD HOUSE W&S	.00	741.39	1,000.00	258.61	74.1
100-51720-175 JANITORIAL SERVICES	871.48	4,793.14	5,800.00	1,006.86	82.6
100-51730-150 VH BLDG REPAIRS/MAINT	609.61	1,646.67	5,000.00	3,353.33	32.9
100-51730-160 VH BLDG SUPPLIES	364.34	2,281.58	2,000.00	(281.58)	114.1
100-51730-170 VH BLDG GAS	162.01	2,194.87	2,500.00	305.13	87.8
100-51730-171 VH BLDG ELECTRIC	925.81	8,160.06	8,000.00	(160.06)	102.0
100-51730-173 VH BLDG WATER & SEWER	.00	1,767.14	2,000.00	232.86	88.4
100-51730-175 JANITORIAL SERVICES	1,350.00	6,802.07	8,000.00	1,197.93	85.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-51920-000 LEAGUE EXPENSES/DUES	5,249.27	5,249.27	.00	(5,249.27)	.0
100-51965-000 WMS BAY BUSINESS ASSOC	.00	60,176.28	52,500.00	(7,676.28)	114.6
100-51970-000 SHORT TERM RENTAL ADMIN	.00	8,041.95	6,600.00	(1,441.95)	121.9
100-51990-000 EMPLOYEE RECOGNITION	3,228.00	2,853.00	.00	(2,853.00)	.0
TOTAL GENERAL GOVERNMENT	99,352.46	1,004,333.15	767,827.00	(236,506.15)	130.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>						
100-52120-110	POLICE WAGES	(3,346.33)	682,646.33	726,500.00	43,853.67	94.0
100-52120-111	POLICE PT SHIFT PREMIUM	.00	.00	500.00	500.00	.0
100-52120-112	POLICE OT WAGES	5,583.71	61,059.16	60,000.00	(1,059.16)	101.8
100-52120-121	POLICE FICA	292.79	55,658.80	61,000.00	5,341.20	91.2
100-52120-122	POLICE RETIREMENT	(179.17)	104,340.65	116,000.00	11,659.35	90.0
100-52120-123	POLICE HEALTH INSURANCE	(2,001.58)	166,861.24	164,000.00	(2,861.24)	101.7
100-52120-124	POLICE LIFE INSURANCE	20.74	1,199.82	1,000.00	(199.82)	120.0
100-52120-125	POLICE UNIFORMS	1,399.55	11,586.36	10,000.00	(1,586.36)	115.9
100-52120-127	POLICE HSA FUNDING	(596.21)	33,778.24	35,000.00	1,221.76	96.5
100-52120-130	POLICE IT EXPENSE	1,659.08	54,505.00	58,766.00	4,261.00	92.8
100-52120-150	POLICE REPAIRS/MAINT	257.29	12,066.83	11,665.00	(401.83)	103.4
100-52120-160	POLICE SUPPLIES	354.44	6,856.56	5,300.00	(1,556.56)	129.4
100-52120-161	POLICE POSTAGE/CONFINEMENT	7.20	41.84	650.00	608.16	6.4
100-52120-180	POLICE FUEL	1,301.93	16,985.57	21,000.00	4,014.43	80.9
100-52120-190	POLICE TRAINING	9,359.18	22,388.66	23,451.00	1,062.34	95.5
100-52120-200	POLICE TELEPHONE	417.53	5,453.49	6,500.00	1,046.51	83.9
100-52120-210	POLICE COMMUNITY PROGRAMS	71.19	1,860.43	3,000.00	1,139.57	62.0
100-52120-220	POLICE LICENSE SUPENSION FEE	.00	24.00	.00	(24.00)	.0
100-52120-300	STUDENT RESOURCE OFFICER	102,477.60	102,477.60	.00	(102,477.60)	.0
100-52130-110	WATER SAFETY PATROL	.00	31,568.00	33,000.00	1,432.00	95.7
100-52130-120	GENEVA LAKE ENVIRONMENTAL AGCY	11,250.00	45,000.00	45,000.00	.00	100.0
100-52130-130	GENEVA LAKE LAW ENFORCEMENT	549.00	76,464.00	75,000.00	(1,464.00)	102.0
100-52130-150	EMERGENCY MANAGEMENT	.00	1,360.31	1,200.00	(160.31)	113.4
100-52320-106	FIRE DEPT OFFICER PAY	2,101.12	25,267.70	25,700.00	432.30	98.3
100-52320-107	FIRE DEPT MEETING PAY	316.80	2,700.20	3,700.00	999.80	73.0
100-52320-108	FIRE DEPT DRILL PAY	1,232.84	10,361.41	10,260.00	(101.41)	101.0
100-52320-109	FIRE DEPT CALLS PAY	852.11	11,905.16	16,000.00	4,094.84	74.4
100-52320-120	FIRE DEPT TRAINING PAY	153.48	358.12	1,250.00	891.88	28.7
100-52320-121	FIRE DEPT FICA	339.00	3,699.47	4,350.00	650.53	85.1
100-52320-122	FIRE DEPT RETIREMENT	74.21	954.12	850.00	(104.12)	112.3
100-52320-130	FIRE DEPT IT	157.04	2,285.93	1,200.00	(1,085.93)	190.5
100-52320-150	FIRE DEPT REPAIRS/MAINT	1,029.25	16,891.84	16,000.00	(891.84)	105.6
100-52320-160	FIRE DEPT SUPPLIES	3,812.72	10,839.19	6,500.00	(4,339.19)	166.8
100-52320-170	FIRE DEPT GAS	.00	.00	5,300.00	5,300.00	.0
100-52320-171	FIRE DEPT ELECTRIC	192.30	2,761.75	2,000.00	(761.75)	138.1
100-52320-173	FIRE DEPT WATER & SEWER	.00	660.39	800.00	139.61	82.6
100-52320-180	FIRE DEPT FUEL	377.35	796.30	1,000.00	203.70	79.6
100-52320-190	FIRE DEPT TRAINING/CONFERENCES	80.00	359.75	1,000.00	640.25	36.0
100-52320-200	FIRE DEPT TELEPHONE	348.39	4,180.56	3,500.00	(680.56)	119.4
100-52340-106	DIVE TEAM OFFICER PAY	80.00	957.67	960.00	2.33	99.8
100-52340-107	DIVE TEAM MEETING PAY	.00	28.74	640.00	611.26	4.5
100-52340-108	DIVE TEAM DRILL PAY	.00	838.43	.00	(838.43)	.0
100-52340-121	DIVE TEAM FICA	6.12	93.34	130.00	36.66	71.8
100-52340-145	DIVE TEAM TANK MAINTENANCE	.00	165.00	4,260.00	4,095.00	3.9
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	479.73	5,742.77	5,400.00	(342.77)	106.4
100-52360-107	RESCUE DEPT MEETING PAY	67.06	668.64	700.00	31.36	95.5
100-52360-108	RESCUE DEPT TRAINING PAY	102.16	1,693.23	1,000.00	(693.23)	169.3
100-52360-109	RESCUE DEPT CALLS PAY	1,249.44	12,807.92	4,000.00	(8,807.92)	320.2
100-52360-110	RESCUE DEPT UNEMPLOYMENT	.00	1.00	.00	(1.00)	.0
100-52360-121	RESCUE DEPT FICA	53.62	778.12	900.00	121.88	86.5

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-52360-122 RESCUE DEPT RETIREMENT	.00	8.69	100.00	91.31	8.7
100-52360-130 RESCUE DEPT IT EXPENSE	21.00	216.48	300.00	83.52	72.2
100-52360-150 RESCUE DEPT REPAIRS/MAINT	.00	312.50	.00	(312.50)	.0
100-52360-160 RESCUE DEPT SUPPLIES	483.78	2,005.43	200.00	(1,805.43)	1002.7
100-52360-180 RESCUE DEPT FUEL	68.37	143.24	300.00	156.76	47.8
100-52360-190 RESCUE DEPT TRAINING	.00	.00	500.00	500.00	.0
100-52360-200 RESCUE DEPT TELEPHONE	97.03	1,164.28	600.00	(564.28)	194.1
TOTAL PUBLIC SAFETY	142,652.86	1,615,830.26	1,579,032.00	(36,798.26)	102.3

PUBLIC SAFETY

100-53100-160 BLDG INSP SUPPLIES	.00	706.58	500.00	(206.58)	141.3
100-53100-210 ZONING INSPECTION CONTRACT	5,180.80	23,400.60	25,000.00	1,599.40	93.6
100-53100-211 BLDG INSPECTION CONTRACT	24,351.35	117,062.12	93,600.00	(23,462.12)	125.1
100-53100-215 CODE ENFORCEMENT CONTRACT	8,299.98	52,956.32	33,000.00	(19,956.32)	160.5
100-53100-220 STR ENFORCEMENT CONTRACT	.00	.00	7,000.00	7,000.00	.0
TOTAL PUBLIC SAFETY	37,832.13	194,125.62	159,100.00	(35,025.62)	122.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
100-54100-110 DPW ADMIN WAGES	3,593.35	55,046.39	47,500.00	(7,546.39)	115.9
100-54100-121 DPW ADMIN FICA	263.23	3,776.80	3,600.00	(176.80)	104.9
100-54100-122 DPW ADMIN RETIREMENT	252.26	3,225.14	3,300.00	74.86	97.7
100-54100-123 DPW ADMIN HEALTH INSURANCE	1,151.32	12,659.57	12,600.00	(59.57)	100.5
100-54100-124 DPW ADMIN LIFE INSURANCE	.00	7.56	100.00	92.44	7.6
100-54100-127 DPW HSA FUNDING	208.33	2,499.96	2,500.00	.04	100.0
100-54100-130 DPW IT EXPENSE	46.50	324.00	.00	(324.00)	.0
100-54100-300 ENGINEERING	1,134.00	1,890.00	6,000.00	4,110.00	31.5
100-54310-110 STREETS WAGES	7,445.92	95,196.51	89,500.00	(5,696.51)	106.4
100-54310-112 STREETS OT WAGES	1,511.89	4,645.34	1,700.00	(2,945.34)	273.3
100-54310-113 STREETS DBL OT WAGES	1,055.75	2,476.20	3,700.00	1,223.80	66.9
100-54310-121 STREETS FICA	775.17	7,569.79	7,000.00	(569.79)	108.1
100-54310-122 STREETS RETIREMENT	705.62	6,889.02	6,400.00	(489.02)	107.6
100-54310-123 STREETS HEALTH INSURANCE	1,755.71	19,313.03	19,400.00	86.97	99.6
100-54310-124 STREETS LIFE INSURANCE	28.42	286.28	250.00	(36.28)	114.5
100-54310-125 STREETS UNIFORMS	367.58	1,315.04	2,500.00	1,184.96	52.6
100-54310-127 STREETS HSA FUNDING	289.92	3,474.32	4,200.00	725.68	82.7
100-54310-150 STREETS EQUIP REPAIRS/MAINT	1,491.87	24,081.56	25,000.00	918.44	96.3
100-54310-160 STREETS SUPPLIES	.00	4,268.62	6,500.00	2,231.38	65.7
100-54310-170 STREETS GAS	122.23	3,338.43	4,000.00	661.57	83.5
100-54310-171 STREETS ELECTRIC	561.89	5,527.13	6,000.00	472.87	92.1
100-54310-173 STREETS WATER & SEWER	.00	764.50	900.00	135.50	84.9
100-54310-175 STREETS ROAD MAINTENANCE	.00	25,589.95	25,000.00	(589.95)	102.4
100-54310-180 STREETS FUEL	3,531.78	8,798.56	9,500.00	701.44	92.6
100-54310-190 STREETS TRAINING	.00	453.23	1,500.00	1,046.77	30.2
100-54310-200 STREETS TELEPHONE	45.15	541.70	500.00	(41.70)	108.3
100-54310-280 SNOW/ICE CONTROL MATERIALS	8,739.49	16,541.94	17,500.00	958.06	94.5
100-54310-281 TRAFFIC SIGNS/MARKINGS	.00	1,236.96	2,000.00	763.04	61.9
100-54310-282 HIGHWAY STRIPING/MARKING	.00	1,154.37	1,000.00	(154.37)	115.4
100-54420-000 STREET LIGHTING	3,341.78	39,568.45	37,000.00	(2,568.45)	106.9
100-54710-000 REFUSE COLLECTIONS	26,220.96	156,732.14	167,600.00	10,867.86	93.5
TOTAL PUBLIC WORKS	64,640.12	509,192.49	514,250.00	5,057.51	99.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEISURE ACTIVITIES</u>					
100-55210-110 REC DEPT WAGES	8,131.07	104,140.23	122,000.00	17,859.77	85.4
100-55210-121 REC DEPT FICA	621.52	7,675.55	9,300.00	1,624.45	82.5
100-55210-122 REC DEPT RETIREMENT	414.81	5,302.32	5,300.00	(2.32)	100.0
100-55210-123 REC DEPT HEALTH INSURANCE	923.41	10,163.85	10,000.00	(163.85)	101.6
100-55210-124 REC DEPT LIFE INSURANCE	6.05	72.60	80.00	7.40	90.8
100-55210-127 REC DEPT HSA FUNDING	208.33	2,499.96	2,500.00	.04	100.0
100-55210-130 REC DEPT TECHNOLOGY/IT	490.69	3,121.45	2,200.00	(921.45)	141.9
100-55210-143 FACILITY MAINTENANC/EQUIPMENT	742.10	4,149.44	6,000.00	1,850.56	69.2
100-55210-160 REC DEPT SUPPLIES/MATERIALS	41.75	2,801.93	2,500.00	(301.93)	112.1
100-55210-161 REC DEPT MARKETING/PROMOTION	463.62	2,425.20	4,000.00	1,574.80	60.6
100-55210-190 REC DEPT TRAINING	.00	296.00	1,750.00	1,454.00	16.9
100-55210-220 REC DEPT SOFTWARE/SUBSCRIPTION	36.54	2,623.84	1,500.00	(1,123.84)	174.9
100-55210-270 REC DEPT ATHLETIC PROGRAM EXP	699.86	12,795.01	20,000.00	7,204.99	64.0
100-55210-275 REC DEPT PROGRAM EXPENSES	1,354.94	17,899.13	16,000.00	(1,899.13)	111.9
100-55210-278 EVENT EXPENSES	.00	2,100.00	2,000.00	(100.00)	105.0
100-55210-279 REC DEPT DONATION/SPONSORSHIP	.00	999.99	.00	(999.99)	.0
100-55210-280 KAYAK/PADDLEBOARD EXPENSE	.00	2,170.71	2,000.00	(170.71)	108.5
100-55210-281 RECREATION MISC EXPENSE	.00	.00	1,000.00	1,000.00	.0
100-55410-110 PARKS WAGES	2,857.09	49,849.13	64,000.00	14,150.87	77.9
100-55410-112 PARKS OT WAGES	619.30	1,721.67	550.00	(1,171.67)	313.0
100-55410-113 PARKS DBL OT WAGES	379.84	809.22	.00	(809.22)	.0
100-55410-115 PARKS CONTRACT LABOR	8,387.00	11,312.00	10,000.00	(1,312.00)	113.1
100-55410-121 PARKS FICA	310.12	3,955.08	4,900.00	944.92	80.7
100-55410-122 PARKS RETIREMENT	271.40	2,580.73	2,500.00	(80.73)	103.2
100-55410-123 PARKS HEALTH INSURANCE	1,143.75	12,581.00	12,500.00	(81.00)	100.7
100-55410-124 PARKS LIFE INSURANCE	23.48	230.56	170.00	(60.56)	135.6
100-55410-125 PARKS UNIFORMS	339.96	454.56	2,000.00	1,545.44	22.7
100-55410-127 PARKS HSA FUNDING	265.62	3,192.16	2,500.00	(692.16)	127.7
100-55410-148 TENNIS COURT MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
100-55410-150 PARKS REPAIRS/MAINT	4,809.99	14,336.79	19,000.00	4,663.21	75.5
100-55410-160 PARKS SUPPLIES	.00	2,743.81	1,500.00	(1,243.81)	182.9
100-55410-170 PARKS GAS	33.30	1,752.33	4,500.00	2,747.67	38.9
100-55410-171 PARKS ELECTRIC	774.50	10,025.90	8,000.00	(2,025.90)	125.3
100-55410-173 PARKS WATER & SEWER	.00	3,646.23	3,740.00	93.77	97.5
100-55410-180 PARKS FUEL	2,455.92	6,395.59	7,500.00	1,104.41	85.3
100-55411-110 LAKEFRONT WAGES	.00	95,236.76	86,000.00	(9,236.76)	110.7
100-55411-112 LAKEFRONT OT WAGES	.00	3,565.14	.00	(3,565.14)	.0
100-55411-121 LAKEFRONT FICA	5.74	7,564.17	6,800.00	(764.17)	111.2
100-55411-125 LAKEFRONT UNIFORMS	.00	.00	500.00	500.00	.0
100-55411-130 LAKEFRONT IT	21.00	88.25	600.00	511.75	14.7
100-55411-150 LAKEFRONT REPAIRS/MAINT	.00	11,672.09	8,000.00	(3,672.09)	145.9
100-55411-153 LAKEFRONT PIER REPAIRS	24,875.00	115,622.10	70,000.00	(45,622.10)	165.2
100-55411-154 LAKEFRONT PIER INSTALLATION	52,234.00	109,551.53	125,000.00	15,448.47	87.6
100-55411-160 LAKEFRONT SUPPLIES	.00	13,075.47	11,000.00	(2,075.47)	118.9
100-55411-200 LAKEFRONT TELEPHONE	102.10	1,224.86	1,000.00	(224.86)	122.5
100-55412-000 GENEVA LK LEVEL CORP	.00	4,400.00	4,400.00	.00	100.0
100-55415-000 ENHANCEMENT COMMITTEE	.00	574.23	800.00	225.77	71.8
TOTAL LEISURE ACTIVITIES	114,043.80	669,398.57	667,590.00	(1,808.57)	100.3

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
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GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONSERVATION & DEVELOPMENT</u>					
100-56120-000	HOLIDAY DECORATION SUPPLIES	1,193.67	2,192.17	1,500.00	(692.17)	146.1
100-56130-000	TREE ENHANCEMENT	949.39	2,515.77	8,500.00	5,984.23	29.6
100-56420-190	HORVATH PROPERTY EXPENSE	.00	505.92	1,000.00	494.08	50.6
	TOTAL CONSERVATION & DEVELOPMENT	2,143.06	5,213.86	11,000.00	5,786.14	47.4
	<u>COST CATEGORY 57</u>					
100-57921-142	BANK SERVICE CHARGES AND FEES	125.00	464.15	.00	(464.15)	.0
100-57921-150	LATE FEES, PENALTIES, INTEREST	.00	51.50	.00	(51.50)	.0
	TOTAL COST CATEGORY 57	125.00	515.65	.00	(515.65)	.0
	TOTAL FUND EXPENDITURES	460,789.43	3,998,609.60	3,698,799.00	(299,810.60)	108.1
	NET REVENUE OVER EXPENDITURES	(425,607.23)	173,663.11	11,625.00	(162,038.11)	1493.9

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

POLCE DEPT DONATIONS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
110-42004	POLICE DONATIONS	1,622.00	4,672.00	.00	(4,672.00)	.0
	TOTAL INTERGOVERNMENTAL	1,622.00	4,672.00	.00	(4,672.00)	.0
	TOTAL FUND REVENUE	1,622.00	4,672.00	.00	(4,672.00)	.0
	NET REVENUE OVER EXPENDITURES	1,622.00	4,672.00	.00	(4,672.00)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

EMS IGA FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
120-41100	EMS TAX LEVY	.00	928,077.00	.00	(928,077.00)	.0
	TOTAL TAXES	.00	928,077.00	.00	(928,077.00)	.0
	<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	928,077.00	1,050,000.00	121,923.00	88.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

EMS IGA FUNDS

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>EMS IGA EXPENDITURES</u>					
120-52320-165	EMS IGA EXPENDITURES	<u>151,475.84</u>	<u>758,285.92</u>	<u>1,050,000.00</u>	<u>291,714.08</u>	<u>72.2</u>
	TOTAL EMS IGA EXPENDITURES	<u>151,475.84</u>	<u>758,285.92</u>	<u>1,050,000.00</u>	<u>291,714.08</u>	<u>72.2</u>
	TOTAL FUND EXPENDITURES	<u>151,475.84</u>	<u>758,285.92</u>	<u>1,050,000.00</u>	<u>291,714.08</u>	<u>72.2</u>
	NET REVENUE OVER EXPENDITURES	<u>(151,475.84)</u>	<u>169,791.08</u>	<u>.00</u>	<u>(169,791.08)</u>	<u>.0</u>

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

AD HOC TREE REPLACEMENT PROG

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>INTERGOVERNMENTAL</u>					
125-42004	TREE ENHANCEMENT REVENUE	<u>.00</u>	<u>4,452.35</u>	<u>.00</u>	<u>(4,452.35)</u>	<u>.0</u>
	TOTAL INTERGOVERNMENTAL	<u>.00</u>	<u>4,452.35</u>	<u>.00</u>	<u>(4,452.35)</u>	<u>.0</u>
	TOTAL FUND REVENUE	<u>.00</u>	<u>4,452.35</u>	<u>.00</u>	<u>(4,452.35)</u>	<u>.0</u>

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

AD HOC TREE REPLACEMENT PROG

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>ARPA EXPENDITURES</u>					
125-52320-165	TREE ENHANCEMENT EXPENDITURES	<u>.00</u>	<u>7,038.20</u>	<u>.00</u>	<u>(7,038.20)</u>	<u>.0</u>
	TOTAL ARPA EXPENDITURES	<u>.00</u>	<u>7,038.20</u>	<u>.00</u>	<u>(7,038.20)</u>	<u>.0</u>
	TOTAL FUND EXPENDITURES	<u>.00</u>	<u>7,038.20</u>	<u>.00</u>	<u>(7,038.20)</u>	<u>.0</u>
	NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>(2,585.85)</u>	<u>.00</u>	<u>2,585.85</u>	<u>.0</u>

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

POLICE 2025 REFERENDUM

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
130-52120-125	POLICE REFERENDUM UNIFORM	1,995.11	2,275.11	.00	(2,275.11)	.0
130-52120-130	POLICE REFERENDUM IT	1,599.72	1,599.72	.00	(1,599.72)	.0
130-52120-160	POLICE REFERENDUM SUPPLIES	500.00	798.00	.00	(798.00)	.0
130-52120-190	POLICE REFERENDUM TRAINING	236.00	236.00	.00	(236.00)	.0
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	TOTAL COST CATEGORY 52	4,330.83	4,908.83	.00	(4,908.83)	.0
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	TOTAL FUND EXPENDITURES	4,330.83	4,908.83	.00	(4,908.83)	.0
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	NET REVENUE OVER EXPENDITURES	(4,330.83)	(4,908.83)	.00	4,908.83	.0
		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC CHARGES FOR SERVICE</u>					
200-44460 WATER RESIDENTIAL SALES	169,744.93	550,116.65	508,000.00	(42,116.65)	108.3
200-44461 WATER COMMERCIAL SALES	46,631.75	121,965.11	100,000.00	(21,965.11)	122.0
200-44463 WATER PUBLIC FIRE PROTECTION	92,714.22	293,084.51	265,000.00	(28,084.51)	110.6
200-44464 WATER PUBLIC AUTH SALES	4,455.51	16,096.98	19,000.00	2,903.02	84.7
200-44465 PRIVATE FIRE REVENUE-WTR	293.13	3,018.26	3,700.00	681.74	81.6
200-44466 MULTIFAMILY RESIDENTIAL	6,382.22	23,948.76	20,000.00	(3,948.76)	119.7
200-44470 WATER FORFEITED DISCOUNTS	.00	4,713.86	4,000.00	(713.86)	117.9
200-44474 WATER OTHER REVENUE	.00	10,474.00	2,000.00	(8,474.00)	523.7
200-44475 IMPACT FEES	.00	12,750.75	40,000.00	27,249.25	31.9
TOTAL PUBLIC CHARGES FOR SERVICE	320,221.76	1,036,168.88	961,700.00	(74,468.88)	107.7
<u>COMMERCIAL</u>					
200-48002 SAFE DRINKING WATER LOAN REV	.00	662,372.50	.00	(662,372.50)	.0
200-48004 INTEREST ON INVESTMENTS	31,568.83	219,636.65	185,500.00	(34,136.65)	118.4
200-48005 PROPERTY RENTAL/TOWER LEASE	.00	72,119.05	45,000.00	(27,119.05)	160.3
200-48010 METER REPAIR/REPLACEMENT AR	.00	700.00	.00	(700.00)	.0
200-48011 MISC MUNI SERVICES AR	.00	841.98	.00	(841.98)	.0
200-48420 IMPACT FEE INTEREST INCOME	556.64	7,539.51	3,000.00	(4,539.51)	251.3
TOTAL COMMERCIAL	32,125.47	963,209.69	233,500.00	(729,709.69)	412.5
TOTAL FUND REVENUE	352,347.23	1,999,378.57	1,195,200.00	(804,178.57)	167.3

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

WATER FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
200-51990-000 EMPLOYEE RECOGNITION	334.50	334.50	.00	(334.50)	.0
TOTAL COST CATEGORY 51	334.50	334.50	.00	(334.50)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER UTILITY</u>					
200-57346-000 NEW WATER METERS	.00	7,410.80	25,000.00	17,589.20	29.6
200-57346-100 METER REPLACEMENT PROGRAM	.00	17,551.56	30,000.00	12,448.44	58.5
200-57408-000 WATER TAX EQUIVALENT	.00	.00	100,800.00	100,800.00	.0
200-57427-000 INTEREST EXPENSE	.00	2,576.13	.00	(2,576.13)	.0
200-57599-000 WATER INSURANCE EXPENSE	.00	32,726.50	33,000.00	273.50	99.2
200-57600-150 WELL #3 - REPAIRS	226.82	621.82	.00	(621.82)	.0
200-57601-150 WELL #1 - REPAIRS	.00	.00	800.00	800.00	.0
200-57602-150 WELL #2 - REPAIRS	1,100.00	91,650.27	800.00	(90,850.27)	11456.
200-57610-140 WATER FUND CAPITAL OUTLAY	17,048.63	3,238,822.02	.00	(3,238,822.02)	.0
200-57622-170 WATER POWER - NATURAL GAS	81.87	3,631.81	7,000.00	3,368.19	51.9
200-57622-171 WATER POWER - ELECTRIC	7,298.29	86,891.30	65,000.00	(21,891.30)	133.7
200-57623-160 WATER PUMPING SUPPLIES	.00	.00	200.00	200.00	.0
200-57623-170 WATER TESTING	732.80	4,376.02	3,000.00	(1,376.02)	145.9
200-57630-110 WATER TREATMENT - WAGES	4,588.83	56,957.66	55,000.00	(1,957.66)	103.6
200-57630-112 WATER TREATMENT - OT WAGES	892.56	2,923.59	1,500.00	(1,423.59)	194.9
200-57630-113 WATER TREATMENT - DBL OT WAGES	675.90	1,666.95	1,500.00	(166.95)	111.1
200-57630-121 WATER TREATMENT - FICA	476.49	4,526.15	4,400.00	(126.15)	102.9
200-57630-122 WATER TREATMENT - RETIREMENT	434.21	4,308.23	4,000.00	(308.23)	107.7
200-57630-123 WATER TREATMENT - HEALTH INS	611.94	6,731.90	6,800.00	68.10	99.0
200-57630-124 WATER TREATMENT - LIFE INS	4.92	55.49	100.00	44.51	55.5
200-57630-127 WATER TREATMENT HSA FUNDING	138.88	1,666.56	1,700.00	33.44	98.0
200-57631-160 WATER TREATMENT CHEMICALS	16,936.99	123,674.78	140,000.00	16,325.22	88.3
200-57632-160 WATER TREATMENT SUPPLIES	2,403.38	4,781.29	2,200.00	(2,581.29)	217.3
200-57635-150 WATER TREATMENT REPAIRS/ MAINT	638.62	3,510.89	5,000.00	1,489.11	70.2
200-57640-110 WATER DISTRIBUTION - WAGES	4,589.81	56,733.03	55,000.00	(1,733.03)	103.2
200-57640-112 WATER DISTRIBUTION - OT WAGES	892.83	2,924.38	1,500.00	(1,424.38)	195.0
200-57640-113 WATER DISTRIBUTION-DBL OT WAGE	676.08	1,667.38	1,500.00	(167.38)	111.2
200-57640-121 WATER DISTRIBUTION - FICA	476.62	4,527.16	4,225.00	(302.16)	107.2
200-57640-122 WATER DISTRIBUTION -RETIREMENT	434.34	4,309.92	4,000.00	(309.92)	107.8
200-57640-123 WATER DISTRIBUTION - HLTH INS	611.92	6,731.66	6,800.00	68.34	99.0
200-57640-124 WATER DISTRIBUTION - LIFE INS	4.92	55.49	100.00	44.51	55.5
200-57640-127 WATER DISTRIBUTION HSA FUNDING	138.90	1,666.80	1,800.00	133.20	92.6
200-57641-160 WATER DISTRIBUTION SUPPLIES	.00	3,479.82	6,000.00	2,520.18	58.0
200-57650-150 WATER TOWERS REPAIRS/MAINT	11,850.00	11,850.00	8,000.00	(3,850.00)	148.1
200-57651-150 WATER MAINS REPAIRS/MAINT	8,503.46	62,177.91	25,000.00	(37,177.91)	248.7
200-57652-150 WATER SERVICES REPAIRS/ MAINT	131.94	8,973.60	10,000.00	1,026.40	89.7
200-57653-151 WATER METER TESTING	.00	2,583.25	4,000.00	1,416.75	64.6
200-57654-150 HYDRANT REPAIRS/MAINT	.00	67.18	12,000.00	11,932.82	.6
200-57656-150 CROSS CONNECTION INSPECTION	3,664.10	21,896.40	22,000.00	103.60	99.5
200-57902-110 WATER ACCOUNTING - WAGES	4,366.96	56,628.77	57,000.00	371.23	99.4
200-57902-112 WATER ACCOUNTING - OT WAGES	17.16	367.02	.00	(367.02)	.0
200-57902-121 WATER ACCOUNTING - FICA	345.10	4,208.87	4,400.00	191.13	95.7
200-57902-122 WATER ACCOUNTING- RETIREMENT	310.21	3,966.77	4,100.00	133.23	96.8
200-57902-123 WATER ACCOUNTING - HEALTH INS	392.04	14,366.55	15,500.00	1,133.45	92.7
200-57902-124 WATER ACCOUNTING - LIFE INS	19.08	190.16	150.00	(40.16)	126.8
200-57902-127 WATER ACCT HSA FUNDING	156.25	3,020.82	3,200.00	179.18	94.4
200-57903-125 WATER METER READING - UNIFORMS	1,068.94	2,897.85	5,500.00	2,602.15	52.7
200-57920-110 WATER ADMIN - WAGES	3,149.67	40,922.15	41,000.00	77.85	99.8
200-57920-121 WATER ADMIN - FICA	228.05	2,802.41	3,200.00	397.59	87.6
200-57920-122 WATER ADMIN - RETIREMENT	221.85	2,836.27	2,900.00	63.73	97.8
200-57920-123 WATER ADMIN - HEALTH INS	915.01	10,064.92	10,100.00	35.08	99.7
200-57920-124 WATER ADMIN - LIFE INS	15.51	170.22	.00	(170.22)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
200-57920-127 WATER ADMIN HSA FUNDING	166.67	2,000.02	2,000.00	(.02)	100.0
200-57921-120 WATER EMERGENCY (DNR RELATED)	2,930.00	82,862.06	.00	(82,862.06)	.0
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	.00	7,829.02	.00	(7,829.02)	.0
200-57921-160 WATER OFFICE SUPPLIES	843.83	6,529.76	10,000.00	3,470.24	65.3
200-57921-200 WATER TELEPHONE	57.06	2,062.90	850.00	(1,212.90)	242.7
200-57923-000 WATER ATTORNEY EXPENSE	332.50	857.50	1,200.00	342.50	71.5
200-57924-000 WATER ENGINEERING EXPENSE	.00	3,290.00	10,000.00	6,710.00	32.9
200-57925-000 WATER AUDIT EXPENSE	315.00	27,693.72	12,000.00	(15,693.72)	230.8
200-57925-100 WATER RATE STUDY EXPENSE	116.66	24,561.73	.00	(24,561.73)	.0
200-57928-000 WATER REGULATORY EXPENSE	.00	.00	950.00	950.00	.0
200-57930-130 WATER DRUG TESTING EXPENSE	.00	310.50	1,000.00	689.50	31.1
200-57930-140 WATER DIGGERS HOTLINE EXPENSE	139.55	2,228.45	3,000.00	771.55	74.3
200-57930-190 WATER TRAINING EXPENSE	.00	1,641.80	3,500.00	1,858.20	46.9
200-57933-150 WATER TRANSP REPAIRS/MAINT	.00	706.72	1,500.00	793.28	47.1
200-57933-180 WATER FUEL EXPENSE	55.76	1,441.84	1,500.00	58.16	96.1
200-57934-000 WATER DEBT SERVICE PRINCIPAL	.00	518,457.92	667,513.00	149,055.08	77.7
200-57934-150 WATER DEBT SERVICE - INTEREST	.00	217,896.89	299,363.00	81,466.11	72.8
200-57935-150 WATER PLANT REPAIRS/MAINT	391.27	19,783.96	15,000.00	(4,783.96)	131.9
200-57945-000 WATER DEBT SERVICE MISC EXP	.00	1,133.32	.00	(1,133.32)	.0
200-57951-000 WATER SHOP TOOLS	279.00	320.96	500.00	179.04	64.2
200-57995-000 SWLF PRINC	.00	5,627.88	.00	(5,627.88)	.0
200-57995-150 SWFL INTEREST	.00	6,645.07	.00	(6,645.07)	.0
200-57996-000 CLEAN WATER FUND LOAN EXP	.00	9.00	.00	(9.00)	.0
200-57997-000 SAFE DRINKING WATER LOAN EXP	.00	9.00	.00	(9.00)	.0
200-57999-150 CWLF INTEREST	.00	861.62	.00	(861.62)	.0
TOTAL WATER UTILITY	103,099.18	4,963,928.86	1,827,851.00	(3,136,077.86)	271.6
WATER UTILITY					
200-58801-000 IT SUPPORT/ANNUAL FEES	346.50	14,699.79	.00	(14,699.79)	.0
TOTAL WATER UTILITY	346.50	14,699.79	.00	(14,699.79)	.0
TOTAL FUND EXPENDITURES	103,780.18	4,978,963.15	1,827,851.00	(3,151,112.15)	272.4
NET REVENUE OVER EXPENDITURES	248,567.05	(2,979,584.58)	(632,651.00)	2,346,933.58	(471.0)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

FIRE DEPARTMENT 2% DUES

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>INTERGOVERNMENTAL</u>					
215-42004	2% FIRE DUES	<u>.00</u>	<u>50,971.93</u>	<u>35,000.00</u>	<u>(15,971.93)</u>	<u>145.6</u>
	TOTAL INTERGOVERNMENTAL	<u>.00</u>	<u>50,971.93</u>	<u>35,000.00</u>	<u>(15,971.93)</u>	<u>145.6</u>
	TOTAL FUND REVENUE	<u>.00</u>	<u>50,971.93</u>	<u>35,000.00</u>	<u>(15,971.93)</u>	<u>145.6</u>

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

FIRE DEPARTMENT 2% DUES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2% DUES EXPENDITURES</u>					
215-52320-106 FIRE INSPECTOR OFFICER WAGES	533.03	6,898.33	6,000.00	(898.33)	115.0
215-52320-121 FIRE INSPECTOR FICA	48.44	567.08	560.00	(7.08)	101.3
215-52320-165 FIRE DUES 2% EXPENDITURES	.00	21,394.85	10,000.00	(11,394.85)	214.0
TOTAL 2% DUES EXPENDITURES	581.47	28,860.26	16,560.00	(12,300.26)	174.3
TOTAL FUND EXPENDITURES	581.47	28,860.26	16,560.00	(12,300.26)	174.3
NET REVENUE OVER EXPENDITURES	(581.47)	22,111.67	18,440.00	(3,671.67)	119.9

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

ACT 102 RESCUE GRANT

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>INTERGOVERNMENTAL</u>					
220-42008	EMS FAP ASSIST PROGRAM	<u>20,452.82</u>	<u>20,452.82</u>	<u>.00</u>	<u>(20,452.82)</u>	<u>.0</u>
	TOTAL INTERGOVERNMENTAL	<u>20,452.82</u>	<u>20,452.82</u>	<u>.00</u>	<u>(20,452.82)</u>	<u>.0</u>
	TOTAL FUND REVENUE	<u>20,452.82</u>	<u>20,452.82</u>	<u>.00</u>	<u>(20,452.82)</u>	<u>.0</u>

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 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	20,452.82	20,452.82	(8,000.00)	(28,452.82)	255.7

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
225-41100	TAX LEVY-RECYCLING	.00	76,000.00	76,000.00	.00	100.0
	TOTAL TAXES	.00	76,000.00	76,000.00	.00	100.0
	<u>INTERGOVERNMENTAL</u>					
225-42500	STATE RECYCLING GRANTS	.00	8,162.35	8,000.00	(162.35)	102.0
	TOTAL INTERGOVERNMENTAL	.00	8,162.35	8,000.00	(162.35)	102.0
	<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	84,162.35	92,000.00	7,837.65	91.5

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

RECYCLING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECYCLING</u>					
225-54635-130 RECYCLING OTHER EXPENSE	.00	30,121.87	2,000.00	(28,121.87)	1506.1
225-54635-131 RECYCLING FEES	14,011.20	83,775.16	84,000.00	224.84	99.7
225-54635-150 RECYCLING REPAIRS/MAINT	.00	1,982.14	3,000.00	1,017.86	66.1
225-54635-160 RECYCLING PROGRAM SUPPLIES	.00	500.00	500.00	.00	100.0
225-54635-165 RECYCLING TIPPING FEES	.00	.00	2,500.00	2,500.00	.0
TOTAL RECYCLING	14,011.20	116,379.17	92,000.00	(24,379.17)	126.5
TOTAL FUND EXPENDITURES	14,011.20	116,379.17	92,000.00	(24,379.17)	126.5
NET REVENUE OVER EXPENDITURES	(14,011.20)	(32,216.82)	.00	32,216.82	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

KISHWAUKETOE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>COMMERCIAL</u>					
230-48011	MISC KNC AR	.00	89,583.28	.00	(89,583.28)	.0
230-48996	KISHAUKETOE REIMBURSE	.00	34,112.71	.00	(34,112.71)	.0
	TOTAL COMMERCIAL	.00	123,695.99	.00	(123,695.99)	.0
	TOTAL FUND REVENUE	.00	123,695.99	.00	(123,695.99)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

KISHWAUKETOE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
230-51990-000	EMPLOYEE RECOGNITION	450.00	450.00	.00	(450.00)	.0
	TOTAL COST CATEGORY 51	450.00	450.00	.00	(450.00)	.0
	KNC OPERATIONS					
230-58100-110	KNC REGULAR WAGES	5,735.50	95,574.16	.00	(95,574.16)	.0
230-58100-115	KNC EDU OUTREACH WAGES	1,000.00	1,000.00	.00	(1,000.00)	.0
230-58100-121	KNC FICA	548.79	7,396.97	.00	(7,396.97)	.0
230-58100-122	KNC RETIREMENT	381.14	4,044.96	.00	(4,044.96)	.0
230-58100-123	KNC HEALTH INSURANCE	899.37	9,875.37	.00	(9,875.37)	.0
230-58100-124	KNC LIFE INSURANCE	5.49	63.43	.00	(63.43)	.0
230-58100-127	KNC HSA FUNDING	208.33	2,499.96	.00	(2,499.96)	.0
230-58100-130	KNC OTHER EXPENSE	73.76	442.48	.00	(442.48)	.0
230-58100-180	KNC FUEL	341.83	716.15	.00	(716.15)	.0
230-58100-200	KNC PHONE EXPENSE	.00	54.36	.00	(54.36)	.0
	TOTAL KNC OPERATIONS	9,194.21	121,667.84	.00	(121,667.84)	.0
	TOTAL FUND EXPENDITURES	9,644.21	122,117.84	.00	(122,117.84)	.0
	NET REVENUE OVER EXPENDITURES	(9,644.21)	1,578.15	.00	(1,578.15)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

FIRE & DIVE TEAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
260-47500 INTEREST INCOME	230.48	3,043.00	.00	(3,043.00)	.0
TOTAL SOURCE 47	230.48	3,043.00	.00	(3,043.00)	.0
 <u>COMMERCIAL</u>					
260-48504 DONATIONS - MISCELLANEOUS	.00	34,127.92	.00	(34,127.92)	.0
TOTAL COMMERCIAL	.00	34,127.92	.00	(34,127.92)	.0
TOTAL FUND REVENUE	230.48	37,170.92	.00	(37,170.92)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

FIRE & DIVE TEAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
260-52508-000 MISCELLANEOUS	4,263.52	31,177.47	.00	(31,177.47)	.0
TOTAL COST CATEGORY 52	4,263.52	31,177.47	.00	(31,177.47)	.0
TOTAL FUND EXPENDITURES	4,263.52	31,177.47	.00	(31,177.47)	.0
NET REVENUE OVER EXPENDITURES	(4,033.04)	5,993.45	.00	(5,993.45)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

RESCUE SQUAD FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
270-47500	INTEREST INCOME	21.15	292.22	.00	(292.22)	.0
	TOTAL SOURCE 47	21.15	292.22	.00	(292.22)	.0
	COMMERCIAL					
270-48500	DONATIONS	.00	525.00	.00	(525.00)	.0
	TOTAL COMMERCIAL	.00	525.00	.00	(525.00)	.0
	TOTAL FUND REVENUE	21.15	817.22	.00	(817.22)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

RESCUE SQUAD FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
270-52500-000 RESCUE SQUAD EXPENSES	.00	1,321.13	.00	(1,321.13)	.0
TOTAL COST CATEGORY 52	.00	1,321.13	.00	(1,321.13)	.0
TOTAL FUND EXPENDITURES	.00	1,321.13	.00	(1,321.13)	.0
NET REVENUE OVER EXPENDITURES	21.15	(503.91)	.00	503.91	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC CHARGES FOR SERVICE</u>					
300-44460 SEWER RESIDENTIAL SALES	267,922.66	1,123,920.72	1,000,000.00	(123,920.72)	112.4
300-44461 SEWER COMMERCIAL SALES	50,030.62	194,184.54	168,000.00	(26,184.54)	115.6
300-44464 SEWER PUBLIC AUTHORITY SALES	4,037.36	15,766.64	14,000.00	(1,766.64)	112.6
300-44470 SEWER FORFEITED DISCOUNTS	.00	6,738.97	5,200.00	(1,538.97)	129.6
300-44475 SEWER CONNECTION FEE	82,840.00	87,590.00	80,750.00	(6,840.00)	108.5
TOTAL PUBLIC CHARGES FOR SERVICE	404,830.64	1,428,200.87	1,267,950.00	(160,250.87)	112.6
<u>COMMERCIAL</u>					
300-48002 CLEAN WATER PROGRAM REV	.00	1,341,025.10	.00	(1,341,025.10)	.0
300-48004 INTEREST ON INVESTMENTS	16,776.12	101,074.06	38,500.00	(62,574.06)	262.5
300-48005 PROPERTY RENTAL INCOME	.00	13,395.00	13,395.00	.00	100.0
TOTAL COMMERCIAL	16,776.12	1,455,494.16	51,895.00	(1,403,599.16)	2804.7
TOTAL FUND REVENUE	421,606.76	2,883,695.03	1,319,845.00	(1,563,850.03)	218.5

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
300-51990-000 EMPLOYEE RECOGNITION	37.50	37.50	.00	(37.50)	.0
TOTAL COST CATEGORY 51	37.50	37.50	.00	(37.50)	.0

SEWER UTILITY

300-58801-000 IT SUPPORT/ANNUAL FEES	.00	9,751.79	4,000.00	(5,751.79)	243.8
300-58929-000 SEWER SYSTEM MAPPING	.00	.00	250.00	250.00	.0
300-58960-000 SEWER DEBT SERVICE- PRINC	.00	103,155.00	103,156.00	1.00	100.0
300-58961-000 SEWER DEPT SERVICE - INTEREST	.00	110,799.25	114,224.00	3,424.75	97.0
300-58963-000 CLEAN WATER LOAN FUND INTEREST	.00	10,929.37	.00	(10,929.37)	.0
300-58964-110 SEWER ACCOUNTING - WAGES	4,366.94	56,628.42	57,000.00	371.58	99.4
300-58964-112 SEWER ACCOUNTING - OT WAGES	17.15	367.01	.00	(367.01)	.0
300-58964-121 SEWER ACCOUNTING - FICA	345.03	4,208.12	4,400.00	191.88	95.6
300-58964-122 SEWER ACCOUNTING - RETIREMENT	310.17	3,966.43	4,100.00	133.57	96.7
300-58964-123 SEWER ACCOUNTING - HEALTH INS	392.03	14,366.43	16,000.00	1,633.57	89.8
300-58964-124 SEWER ACCOUNTING - LIFE INS	19.07	189.85	.00	(189.85)	.0
300-58964-127 SEWER ACCT HSA FUNDING	156.24	3,020.76	3,200.00	179.24	94.4
300-58965-000 SEWER DEBT SERVICE MISC EXP	.00	1,133.32	750.00	(383.32)	151.1
300-58965-110 SEWER ADMIN - WAGES	3,149.67	40,922.15	41,000.00	77.85	99.8
300-58965-121 SEWER ADMIN - FICA	227.99	2,802.29	3,200.00	397.71	87.6
300-58965-122 SEWER ADMIN - RETIREMENT	221.83	2,836.24	2,900.00	63.76	97.8
300-58965-123 SEWER ADMIN - HEALTH INS	914.99	10,064.68	10,100.00	35.32	99.7
300-58965-124 SEWER ADMIN - LIFE INS	15.51	170.18	200.00	29.82	85.1
300-58965-127 SEWER ADMIN HSA FUNDING	166.66	1,999.91	2,000.00	.09	100.0
300-58965-140 SEWER CAPITAL OUTLAY	.00	1,421,033.15	.00	(1,421,033.15)	.0
300-58966-142 BANK-CR CARD-PMT PROCESS'G FEE	.00	7,833.88	.00	(7,833.88)	.0
300-58966-160 SEWER OPERATING SUPPLIES	.00	149.90	500.00	350.10	30.0
300-58966-170 SEWER UTILITIES - NATURAL GAS	134.59	2,159.73	3,750.00	1,590.27	57.6
300-58966-171 SEWER UTILITIES - ELECTRIC	738.58	12,761.95	14,200.00	1,438.05	89.9
300-58967-000 SEWER FUEL EXPENSE	329.23	1,894.57	1,780.00	(114.57)	106.4
300-58967-150 SEWER VEHICLE REPAIRS & MAINT	.00	775.68	3,000.00	2,224.32	25.9
300-58968-150 SEWER COLLECTION SYSTEM MAINT	399.67	6,112.54	10,000.00	3,887.46	61.1
300-58969-130 SEWER IT EXPENSE	.00	.00	650.00	650.00	.0
300-58969-160 SEWER OFFICE SUPPLIES	578.92	4,724.11	10,000.00	5,275.89	47.2
300-58969-200 SEWER TELEPHONE	57.06	2,050.79	1,000.00	(1,050.79)	205.1
300-58970-000 SEWER ATTORNEY EXPENSE	.00	.00	925.00	925.00	.0
300-58972-000 SEWER AUDIT EXPENSE	315.00	28,481.23	12,000.00	(16,481.23)	237.3
300-58973-000 SEWER ENGINEERING EXPENSE	.00	1,300.00	2,000.00	700.00	65.0
300-58974-000 SEWER INSURANCE EXPENSE	.00	32,726.50	33,000.00	273.50	99.2
300-58975-190 SEWER TRAINING EXPENSE	.00	.00	250.00	250.00	.0
300-58976-000 SEWER REPLACEMENT FUND	.00	1,975.00	8,000.00	6,025.00	24.7
300-58980-300 WALCOMET SEWERAGE EXPENSES	126,523.57	809,686.97	760,000.00	(49,686.97)	106.5
300-58980-310 WALCOMET SEWER CONNECTION FEE	82,840.00	91,430.00	71,910.00	(19,520.00)	127.2
300-58996-000 I & I REDUCTION	.00	.00	20,000.00	20,000.00	.0
TOTAL SEWER UTILITY	222,219.90	2,802,407.20	1,319,445.00	(1,482,962.20)	212.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

	SEWER FUND				
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	222,257.40	2,802,444.70	1,319,445.00	(1,482,999.70)	212.4
NET REVENUE OVER EXPENDITURES	199,349.36	81,250.33	400.00	(80,850.33)	20312.

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

LIBRARY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
400-41100	TAX LEVY-LIBRARY FUND	.00	250,314.00	250,314.00	.00	100.0
	TOTAL TAXES	.00	250,314.00	250,314.00	.00	100.0
	<u>COMMERCIAL</u>					
400-48004	INTEREST ON BANK ACCOUNT	529.26	8,534.28	7,602.00	(932.28)	112.3
400-48905	COUNTY REIMBURSEMENT	.00	109,934.18	108,912.00	(1,022.18)	100.9
400-48950	OTHER DESIGNATED DONATIONS/GRA	.00	2,745.48	.00	(2,745.48)	.0
400-48955	DONOR DESIGNATED FUNDS	.00	5,415.37	.00	(5,415.37)	.0
400-48960	MISC REV FOR BOARD COMMITMENT	175.22	3,812.06	.00	(3,812.06)	.0
	TOTAL COMMERCIAL	704.48	130,441.37	116,514.00	(13,927.37)	112.0
	TOTAL FUND REVENUE	704.48	380,755.37	366,828.00	(13,927.37)	103.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
400-51990-000 EMPLOYEE RECOGNITION	825.00	825.00	.00	(825.00)	.0
TOTAL COST CATEGORY 51	825.00	825.00	.00	(825.00)	.0
LIBRARY OPERATIONS					
400-58100-110 LIBRARY WAGES	18,206.09	211,000.74	209,377.00	(1,623.74)	100.8
400-58100-121 LIBRARY FICA	1,344.17	14,291.17	16,733.00	2,441.83	85.4
400-58100-122 LIBRARY RETIREMENT	1,024.66	11,196.03	11,515.00	318.97	97.2
400-58100-123 LIBRARY HEALTH INSURANCE	6,471.23	46,035.32	41,178.00	(4,857.32)	111.8
400-58100-124 LIFE INSURANCE	50.76	503.49	.00	(503.49)	.0
400-58100-127 LIBRARY HSA FUNDING	468.74	9,062.38	10,000.00	937.62	90.6
400-58100-130 LIBRARY EQUIPMENT	(4,468.54)	857.65	1,200.00	342.35	71.5
400-58100-135 LIBRARY ADMINISTRATION COSTS	30.08	776.28	9,400.00	8,623.72	8.3
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	192.20	2,916.40	2,000.00	(916.40)	145.8
400-58100-155 LIBRARY BLDG SUPPLIES	168.72	1,015.34	1,000.00	(15.34)	101.5
400-58100-160 LIBRARY SUPPLIES	6.99	3,568.44	3,500.00	(68.44)	102.0
400-58100-161 LIBRARY POSTAGE	.00	79.13	125.00	45.87	63.3
400-58100-170 LIBRARY BLDG GAS	190.20	2,835.99	2,700.00	(135.99)	105.0
400-58100-171 LIBRARY BLDG ELECTRIC	654.25	7,858.48	6,800.00	(1,058.48)	115.6
400-58100-173 LIBRARY BLDG WATER & SEWER	.00	733.22	900.00	166.78	81.5
400-58100-175 JANITORIAL SERVICES	1,350.00	7,425.00	6,800.00	(625.00)	109.2
400-58100-200 LIBRARY TELEPHONE	142.86	4,178.09	3,500.00	(678.09)	119.4
400-58200-000 ADULT PRINT	1,832.93	8,853.56	10,000.00	1,146.44	88.5
400-58200-100 ADULT DIGITAL	.00	1,235.32	2,000.00	764.68	61.8
400-58201-000 CHILDREN PRINT	135.64	2,956.55	3,500.00	543.45	84.5
400-58201-100 CHILDREN DIGITAL	106.23	106.23	2,000.00	1,893.77	5.3
400-58210-000 LIBRARY TRAINING & CONFERENCES	602.08	2,493.62	2,000.00	(493.62)	124.7
400-58210-100 TRAINING - GRANT RELATED	.00	1,069.37	.00	(1,069.37)	.0
400-58220-000 LIBRARY MILEAGE EXPENSE	.00	372.98	400.00	27.02	93.3
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	530.56	3,461.13	3,000.00	(461.13)	115.4
400-58232-000 LIBRARY CRAFTS	43.35	595.64	500.00	(95.64)	119.1
400-58240-000 LIBRARY MEDIA	620.84	2,120.02	3,500.00	1,379.98	60.6
400-58280-000 LIBRARY PERIODICALS	.00	2,241.12	2,100.00	(141.12)	106.7
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	257.71	12,692.35	12,600.00	(92.35)	100.7
TOTAL LIBRARY OPERATIONS	29,961.75	362,531.04	368,328.00	5,796.96	98.4
TOTAL FUND EXPENDITURES	30,786.75	363,356.04	368,328.00	4,971.96	98.7
NET REVENUE OVER EXPENDITURES	(30,082.27)	17,399.33	(1,500.00)	(18,899.33)	1160.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

LIBRARY DONATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
410-48925 FRIENDS REVENUE	.00	6,073.90	4,000.00	(2,073.90)	151.9
410-48940 LIBRARY CHAPIN REVENUE	.00	4,300.00	4,000.00	(300.00)	107.5
410-48955 DONOR DESIGNATED FUNDS	.00	.00	5,000.00	5,000.00	.0
410-48960 MISC REV FOR BOARD COMMITMENT	.00	160.00	4,000.00	3,840.00	4.0
TOTAL COMMERCIAL	.00	10,533.90	17,000.00	6,466.10	62.0
TOTAL FUND REVENUE	.00	10,533.90	17,000.00	6,466.10	62.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 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	444.74	100.00	(344.74)	444.7
410-58240-101	MEDIA, DONOR DESIGNATED	.00	.00	200.00	200.00	.0
410-58250-000	LIBRARY CHAPIN EXPENDITURES	.00	3,542.87	4,000.00	457.13	88.6
410-58255-000	LIB FRIENDS EXPENDITURE	116.33	4,717.42	4,000.00	(717.42)	117.9
410-58320-000	CAPITAL, BOARD DESIGNATED	.00	24.97	.00	(24.97)	.0
410-58330-000	DONOR DESIGNATED EXPENDITURES	68.56	2,700.98	2,500.00	(200.98)	108.0
410-58340-000	BOARD COMMITTED EXPENDITURES	328.60	4,378.38	2,500.00	(1,878.38)	175.1
	TOTAL LIBRARY OPERATIONS	513.49	15,809.36	13,500.00	(2,309.36)	117.1
	TOTAL FUND EXPENDITURES	513.49	15,809.36	13,500.00	(2,309.36)	117.1
	NET REVENUE OVER EXPENDITURES	(513.49)	(5,275.46)	3,500.00	8,775.46	(150.7)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

FIREWORKS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
415-42004	FIREWORKS DONATION	.00	27,614.55	25,000.00	(2,614.55)	110.5
	TOTAL INTERGOVERNMENTAL	.00	27,614.55	25,000.00	(2,614.55)	110.5
	<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	27,614.55	29,580.00	1,965.45	93.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

FIREWORKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIREWORKS EXPENDITURE</u>					
415-52320-165 FIREWORKS EXPENDITURE	.00	25,697.39	25,000.00	(697.39)	102.8
TOTAL FIREWORKS EXPENDITURE	.00	25,697.39	25,000.00	(697.39)	102.8
TOTAL FUND EXPENDITURES	.00	25,697.39	25,000.00	(697.39)	102.8
NET REVENUE OVER EXPENDITURES	.00	1,917.16	4,580.00	2,662.84	41.9

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>COST CATEGORY 50</u>					
500-50000-140	CAPITAL IMPROVEMENTS	692.50	2,965.00	.00	(2,965.00)	.0
	TOTAL COST CATEGORY 50	692.50	2,965.00	.00	(2,965.00)	.0
	<u>COST CATEGORY 51</u>					
500-51410-140	GEN ADMIN IT CAPITAL OUTLAY	.00	6,338.00	.00	(6,338.00)	.0
500-51410-160	VILLAGE HALL BLDG PURCHASE	.00	5,000.00	.00	(5,000.00)	.0
	TOTAL COST CATEGORY 51	.00	11,338.00	.00	(11,338.00)	.0
	<u>COST CATEGORY 52</u>					
500-52120-140	POLICE DEPT CAPITAL OUTLAY	562.50	84,107.62	.00	(84,107.62)	.0
	TOTAL COST CATEGORY 52	562.50	84,107.62	.00	(84,107.62)	.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	.00	1,093,071.83	.00	(1,093,071.83)	.0
	TOTAL COST CATEGORY 54	.00	1,147,059.19	.00	(1,147,059.19)	.0
	<u>COST CATEGORY 55</u>					
500-55210-140	REC DEPARTMENT CAPITAL OUTLAY	.00	23,000.00	.00	(23,000.00)	.0
500-55410-140	PARKS/CAPITAL OUTLAY	.00	218,990.51	.00	(218,990.51)	.0
	TOTAL COST CATEGORY 55	.00	241,990.51	.00	(241,990.51)	.0
	TOTAL FUND EXPENDITURES	1,255.00	1,487,460.32	.00	(1,487,460.32)	.0
	NET REVENUE OVER EXPENDITURES	(1,255.00)	(1,487,460.32)	.00	1,487,460.32	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

FUND 515

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
515-52320-165 TID EXPENSE	.00	12,500.00	.00	(12,500.00)	.0
TOTAL COST CATEGORY 52	.00	12,500.00	.00	(12,500.00)	.0
TOTAL FUND EXPENDITURES	.00	12,500.00	.00	(12,500.00)	.0
NET REVENUE OVER EXPENDITURES	.00	(12,500.00)	.00	12,500.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

CAPITAL EQUIPMENT FUND

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

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

		DEBT SERVICE FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>						
600-41100	TAX LEVY-DEBT SERVICE	.00	899,956.00	899,956.00	.00	100.0
	TOTAL TAXES	.00	899,956.00	899,956.00	.00	100.0
	TOTAL FUND REVENUE	.00	899,956.00	899,956.00	.00	100.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2025

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
600-59160-000 PRINCIPAL-DEBT SERVICE LTD	.00	660,174.00	660,174.00	.00	100.0
600-59260-000 INTEREST-DEBT SERVICE LTD	.00	239,582.75	239,582.00	(.75)	100.0
600-59360-000 DEBT SERVICE MISC EXPENSE	.00	1,133.36	200.00	(933.36)	566.7
TOTAL COST CATEGORY 59	.00	900,890.11	899,956.00	(934.11)	100.1
TOTAL FUND EXPENDITURES	.00	900,890.11	899,956.00	(934.11)	100.1
NET REVENUE OVER EXPENDITURES	.00	(934.11)	.00	934.11	.0

ORDINANCE #2026-_____
AN ORDINANCE AMENDING SECTION 390-0316G. (2) OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY CONCERNING TEMPORARY RELOCATABLE BUILDING

WHEREAS, the Building, Zoning and Ordinance Committee (BZO) having recommended to the Village Board of the Village of Williams Bay (Village Board) the adoption of an ordinance amending Section 390-0316G. (2), addressing temporary relocatable public service buildings located within the applicable setbacks on public land, serving for more than 6 months; and

WHEREAS, the Plan Commission of the Village of Williams Bay having held a duly noticed public hearing to address the proposed amendment to Section 390-0316G. (2); and

WHEREAS, following said public hearing, the Plan Commission having voted to recommend to the Village Board the amendment of Section 390-0316G. (2) of the Code of Ordinances; and

WHEREAS, the Village Board having determined that it is appropriate to accept the recommendation of the BZO and the Plan Commission and enact an ordinance amending Section 390-0316G. (2) addressing a temporary relocatable owned or leased public service building on public land located within applicable setbacks for more than 6 months, in order to provide the Village with the flexibility to meet the safety and other public service needs of persons in the Village.

NOW, THEREFORE, the Village Board of the Village of Williams Bay hereby ordain as follows:

Section I. Section 390-0316G. (2) of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

(2) Owned or leased public service buildings on public land which are located within the applicable setbacks, and buildings serving for more than 6 months shall require a conditional use permit and are subject to the general standards and procedures presented in Section 390-1208.

Section II. This ordinance shall take effect upon passage and publication as provided by law.

Approved by the Village Board the Village of Williams Bay this _____ day of _____, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

First Reading: _____

Second Reading: _____

Date Adopted: _____

Date Published: _____

ORDINANCE #2026-_____
AN ORDINANCE AMENDING SECTION 390-0316G. (2) OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY CONCERNING TEMPORARY RELOCATABLE BUILDING

WHEREAS, the Building, Zoning and Ordinance Committee (BZO) having recommended to the Village Board of the Village of Williams Bay (Village Board) the adoption of an ordinance amending Section 390-0316G. (2), addressing temporary relocatable public service buildings located within the applicable setbacks on public land, serving for more than 6 months; and

WHEREAS, the Plan Commission of the Village of Williams Bay having held a duly noticed public hearing to address the proposed amendment to Section 390-0316G. (2); and

WHEREAS, following said public hearing, the Plan Commission having voted to recommend to the Village Board the amendment of Section 390-0316G. (2) of the Code of Ordinances; and

WHEREAS, the Village Board having determined that it is appropriate to accept the recommendation of the BZO and the Plan Commission and enact an ordinance amending Section 390-0316G. (2) addressing a temporary relocatable owned or leased public service building on public land located within applicable setbacks for more than 6 months, in order to provide the Village with the flexibility to meet the safety and other public service needs of persons in the Village.

NOW, THEREFORE, the Village Board of the Village of Williams Bay hereby ordain as follows:

Section I. Section 390-0316G. (2) of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

(2) Owned or leased public service buildings on public land which are located within the applicable setbacks, and buildings serving for more than 6 months shall require a conditional use permit and are subject to the general standards and procedures presented in Section 390-1208.

Section II. This ordinance shall take effect upon passage and publication as provided by law.

Approved by the Village Board the Village of Williams Bay this _____ day of _____, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

First Reading: _____

Second Reading: _____

Date Adopted: _____

Date Published: _____



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting February 3, 2026

Prepared: January 22, 2026

APPLICANT: Village of Williams Bay (Owner)

TAX KEYS: WOP 00085 and WOP 00089

STREET ADDRESS: 7 E Geneva Street, Williams Bay, WI 53191

The applicant requests a conditional use permit per Section 390-0224(F)(5) and 390-0316(G) to keep a temporary relocatable building on site to providing housing to overnight EMS staff for longer than a 6 month period, within the required setbacks. The Village is seeking approval to place the structure for a period up to three (3) years. In addition to this Conditional Use Permit submittal the Village is also seeking approval of a zoning text amendment that would allow a temporary relocatable building to be placed within the required setbacks in the zoning district in which the property is located in with a conditional use permit.

The Village of Williams Bay contracts with the Village of Fontana for Emergency Medical Services. Although EMS coverage is provided 24 hours per day, the absence of overnight quarters in Williams Bay requires the evening EMS crew to return to Fontana for housing, resulting in increased emergency response times during overnight hours.

The Village has identified a temporary, short-term solution (up to three years) to address this issue by leasing a relocatable building to provide overnight EMS quarters adjacent to the existing Fire Department and ambulance garage. The proposed location in Edgewater Park was selected after review of alternative sites, which were found to be operationally infeasible due to conflicts with events, utilities, or distance from the ambulance garage.

Edgewater Park is zoned P&R Recreation District and is located along E. Geneva Street. The site is adjacent to:

- The Williams Bay Fire Station (zoned P&I),
- Village Center–zoned properties to the south and west, and
- Existing public park and pavilion facilities.

The surrounding area includes a mix of public, institutional, recreational, and village center uses. Several nearby structures, including the fire station and adjacent VC-zoned properties, already exist within reduced front-yard setbacks relative to E. Geneva Street.

Conditional Use Review Procedure:

1. Review by the Zoning Administrator.

(a) The Zoning Administrator shall determine whether the application is complete and fulfills the requirements of this chapter. If the application is determined to be incomplete, the Zoning Administrator shall notify the applicant.

The application is complete.

(b) The Zoning Administrator shall review the application and evaluate whether the proposed amendment meets the following criteria:

i. 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.

The proposed Conditional Use Permit is in harmony with the recommendations and goals of the Village of Williams Bay Comprehensive Plan. The Comprehensive Plan emphasizes the importance of protecting public health and safety, maintaining efficient emergency services, and supporting public and institutional uses that serve the needs of residents and visitors. The proposed temporary EMS overnight quarters directly advance these objectives by improving emergency response times and ensuring continuous, high-level emergency medical coverage within the Village.

The Comprehensive Plan also encourages thoughtful use of public land and facilities, particularly when such use supports essential municipal services and does not preclude long-term planning goals. The proposed facility is clearly identified as a temporary, interim solution, with a defined duration and a stated intent to pursue a permanent EMS housing solution consistent with future land use recommendations. As such, the proposal does not interfere with or undermine the long-term vision for Edgewater Park or surrounding areas.

Additionally, the Plan supports institutional and governmental uses that are compatible with surrounding development and that enhance the overall welfare of the community. The proposed use is compatible with existing public, institutional, and recreational uses in the area and is modest in scale, limited in intensity, and designed to minimize visual and functional impacts.

ii. 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.

The proposed Conditional Use Permit will not result in a substantial or undue adverse impact on nearby properties, the character of the surrounding neighborhood, environmental conditions, traffic patterns, parking availability, public improvements, public property, or public rights-of-way, either as they currently exist or as they may be developed in the future in accordance with adopted plans and ordinances.

Environmental impacts are minimal, as the project involves limited site disturbance, no encroachment into environmentally sensitive areas, and no significant increase in impervious surface. Proposed landscaping and buffering will mitigate visual impacts from E. Geneva Street and adjacent properties.

The use is not expected to generate additional traffic or parking demand beyond existing conditions. EMS personnel will arrive prior to overnight shifts, and no public access is associated with the facility. Existing roadways, access points, and on-site circulation are sufficient, and the project will not require improvements to public infrastructure or rights-of-way.

Importantly, the proposal enhances public health and safety by reducing emergency medical response times during overnight hours. This benefit directly supports the general welfare of the community and outweighs any limited and temporary impacts associated with the use.

iii. Maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

The proposed project is consistent and in line with the P&R zoning designation and all its requirements.

iv. 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.

The proposed conditional use is located in an area, and on a parcel that is already developed and adequately served by public facilities and utilities. The proposed development will not negatively impact any services or public facilities.

v. 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.

The proposed Conditional Use Permit provides significant public benefits that outweigh any and all potential adverse impacts associated with the temporary EMS overnight quarters. The primary benefit of the proposal is the measurable improvement in emergency medical response times during overnight hours, which directly enhances public health, safety, and welfare for Village residents

and visitors. Reduced response times have a direct and positive impact on life-safety outcomes and are a core municipal service objective.

The applicant has also clearly identified this proposal as an interim solution, with a defined time frame and a stated commitment to pursue a permanent EMS housing facility consistent with the Village's long-term planning goals. Conditions of approval, including limitations on duration and requirements for removal upon completion of a permanent facility, further ensure that any impacts remain temporary and manageable.

2. The Zoning Administrator shall prepare a written report addressing items above, to be forwarded to the Plan Commission for the Commission's review and use in making its recommendation to the Village Board. 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.

Please refer to this report as such document.

Use Considerations:

Temporary relocatable buildings are permitted in the P&R District for periods exceeding six months only with approval of a Conditional Use Permit, pursuant to §390-0316G.(2).

The request complies with this requirement.

Setback Considerations:

The existing pavilion is located approximately 57–58 feet from E. Geneva Street, less than the standard 100-foot setback. Due to building separation requirements and site constraints, the proposed EMS building would be located approximately 32 feet from the north property line along E. Geneva Street.

Approval of the requested zoning text amendment is necessary to allow this configuration via CUP

Based on the application materials and supporting documentation:

- The proposed conditional use meets the standards for approval under the P&R District;
- The project will not create undue adverse impacts on neighboring properties or public facilities;
- The public benefit of improved emergency response times substantially outweighs any temporary or limited impacts;
- The request is consistent with the intent of the Zoning Code, Comprehensive Plan, and public safety objectives.

Therefore, staff recommends approval of the Conditional Use Permit for the temporary EMS overnight quarters, **subject to the following conditions:**

1. The use shall be limited to a maximum duration of three (3) years, unless extended by further Village approval.
2. The building shall be removed upon completion of a permanent EMS quarters facility.
3. Landscaping and buffering shall be installed and maintained as depicted in the application materials.
4. Lighting shall be minimal, downward shielded, and limited to safety and security purposes only.
5. Approval of the CUP shall be contingent upon adoption of the requested zoning text amendment.

Respectfully submitted,

Allison Schwark
Zoning Administrator



APPLICATION FOR A ZONING ORDINANCE TEXT AMENDMENT

(Requirements per Zoning Ordinance Section 18.1204)

Applicant name: Village of Williams Bay Board of Trustees

Applicant address: 250 Williams Street, Williams Bay, WI 53191

Applicant phone number: 262-245-2700

Current provisions of the Zoning Ordinance proposed to be amended (or attach as a separate sheet): _____

390-0224 P&R Parks and Recreation District Paragraph C "Principal land uses allowed by conditional use permit (8) Public services and utilities (per 390-0308D)

Please see attached separate sheet for details

Replacement text for provisions proposed to be amended (or attach as a separate sheet): _____

Please see attached separate sheet

Written justification for the proposed text amendment (or attach as a separate sheet): _____

Please see attached separate sheet

Dated this 5th day of January, 2026

Respectfully submitted,

Adam Jaramillo, Village President
On behalf of the Village Board of Williams Bay
(Signature of Applicant)



Application for a Conditional Use Permit

(Requirements per Zoning Ordinance Section 18.1207)

Applicant name: Village of Williams Bay Board of Trustees

Applicant address: 250 Williams Street, Williams Bay, WI 53191

Applicant phone number: 262-245-2700

Current provisions of the Zoning Ordinance for a Conditional Use Permit (or attach as a separate sheet):

390-0224 P&R Parks and Recreation District Paragraph C "Principal land uses allowed by conditional use permit (8) Public services and utilities (per 390-0308D)

Please see attached separate sheet for details

Replacement text for provisions proposed to be amended (or attach as a separate sheet):

Please see attached separate sheet

Written justification for the proposed text amendment (or attach as a separate sheet):

Please see attached separate sheet

Dated this 5th day of January, 2026

Respectfully submitted,

Adam Jaramillo, Village President
On behalf of the Village Board of Williams Bay
(Signature of Applicant)

Requirements

- Map of the subject property showing its general location in relation to the Village as a whole.
- Map of the subject property at a scale of not less than 1" equals 800 feet showing:
 - Current zoning of the subject property and lands within 200 feet of the subject property and the jurisdiction(s) that maintains that control.
 - All lot dimensions of the subject property.
 - Graphic scale and a north arrow.
- Names and addresses of the owners of all lands within 200 feet of the subject property as the same appear on the current tax records of the Village of Williams Bay.
- Site Plan of the subject property if proposed for development (see Site Plan application requirements).

January 5, 2026

**Village of Williams Bay Board of Trustees
Application for a Zoning Code Text Amendment & Conditional Use Permit
For Temporary Emergency Medical Services (EMS) Overnight Quarters.**

Background.

The Village of Williams Bay contracts Emergency Medical Services (EMS) with the Village of Fontana. The Village residents supported a referendum in 2022 providing the additional funding to provide the higher level of service provided by Fontana. The Fontana EMS operates out of the Williams Bay Fire Department Building located at 5 E Geneva Street with the ambulance parked in the Fire Department garage. The Agreement between Fontana and Williams Bay provides for Fontana to provide EMS coverage 24-7. Fontana provides 24-7 coverage to Williams Bay, however, due to the lack of overnight quarters available in Williams Bay, the third (evening) shift EMS crew migrate back to Fontana every evening for quarters. During the times that that EMS crew is stationed in Fontana, the emergency response times increase. In an effort to reduce these evening response times, the Williams Bay Rescue Squad has made considerable effort to locate all possible existing buildings as possible quarters. The most critical criteria is being located in close proximity (short walk) to the ambulance that must be stored inside a climate-controlled garage due to medication storage temperature requirements.

Solutions to Provide EMS Overnight Quarters.

Long-term (3 plus years) solution. The Village of Williams Bay long-term plans to either remodel the existing Fire Station building to provide EMS overnight quarters or build a new Fire EMS building in the VC Zoning District downtown area. Due to complications of ownership of the existing Fire Station and the likely necessity for a second referendum to further increase property taxes for the sole purpose of funding the remodeling/construction of permanent EMS overnight quarters preferably in the VC Zoning District downtown area.

Short-term (up to 3 years) solution. The Village of Williams Bay short-term solution (operational by April 2026) is to lease a temporary relocatable building to be installed in Edgewater Park, immediately North of the existing pavilion. The Village reviewed other possible locations behind or next to the pavilion, however, these locations created other problems for the operations of special events and had other challenges for connection to the necessary water/sewer/electrical services.

Current provisions of the Zoning Ordinance Proposed to be Amended.

Current Williams Bay Zoning Code.

Edgewater Park is zoning P&R Recreation District (PR). The PR Zoning District allows for temporary relocatable buildings for a time period up to six (6) months and anything longer than six (6) months requires as a Conditional Use Permit (CUP) as follows:

- G. Temporary relocatable building.** Any manufactured building that serves as a temporary building for less than six months. Temporary relocatable buildings shall adhere to the following standards:
- (1) The building shall comply with § **390-1208**, standards and procedures applicable to all temporary uses.
 - (2) Buildings serving for more than six months shall require a conditional use permit and are subject to the general standards and procedures presented in § **390-1208**.
 - (3) The building must be placed on asphalt, concrete, gravel, or other hard-paved surface.

Requested Zoning Code Text Amendment.

The VC Zoning District requires a minimum front yard setback of 100' from E. Geneva Street. The existing Pavillion is located approximately fifty-eight feet (58') from E. Geneva Street. As noted previously, the Village determined that placing the temporary overnight quarters building to the rear or side of the Pavillion was not feasible. Village Code Article 12 Procedures 390-1204 'Zoning Ordinance Text Amendment' authorizes the Village Board to initiate a request for Zoning Code Text Amendment as follows (*emphasis added*):

- B. Initiation of request. A proposal to amend the text of this chapter may be initiated by an application by any member of the general public, a recommendation by the Plan Commission, or by *action of the Village Board*.

The Williams Bay Village Board is submitting application for:

- (1) a Conditional Use Permit for a temporary relocatable building (per section 390-0316G.(2)) and
- (2) the following text amendment (**bold underline**) to §390-0316G.(2) of the Zoning Code to allow the temporary relocatable building (ESM Overnight Quarters) to be located within the minimum required setbacks as a CUP:

- G. Temporary relocatable building. Any manufactured building that serves as a temporary building for less than six months. Temporary relocatable buildings shall adhere to the following standards:
 - (1) The building shall comply with § **390-1208**, standards and procedures applicable to all temporary uses.
 - (2) Owned or leased public service buildings on public land located within the applicable setbacks, and B buildings serving for more than 6 months shall require a conditional use permit and are subject to the general standards and procedures presented in section § 390-1208.
 - (3) The building must be placed on asphalt, concrete, gravel, or other hard-paved surface.

Description of Proposed Conditional Use Permit.

The Village is The Village of Williams Bay short-term solution (operational by April 2026) is to lease a temporary relocatable building to be installed in Edgewater Park, immediately North of the existing pavilion as depicted on the enclosed Aerial Map showing the proposed location.

Justification of Conditional Use Permit (CUP) Application:

- A. **Temporary Relocatable Building.** The Village of Williams Bay has the immediate need for a Conditional Use Permit (CUP) for the installation of a temporary EMS Housing Quarters Building located immediately adjacent to the Williams Bay Fire Station (zoned P&I) to provide the shortest EMS response times to Residents. The CUP is required at the temporary housing quarters building is proposed to be located in Edgewater Park which is zoned P&R Recreation District (P&R). P&R allows for "Temporary relocatable building" as a CUP. The CUP Application is necessary to provide efficient life-saving response times while the Village explores the long-term EMS quarters housing solution.

- B. **Building Within Required Setbacks.**

(subject to approval of the requested Code Amendment)

The Village of Williams Bay investigated and was unable to locate the proposed temporary building to the South of the Pavillion. The existing Pavillion is situated approximately fifty-seven feet (57') from the front yard property line (E. Geneva St). The Building Code requires a minimum separation of ten feet (10') between buildings. The proposed temporary building is fifteen feet (15') wide. With the required separation from the Pavillion, the north side of the temporary building will be located approximately thirty-two (32') from the North property line along E. Geneva Street.

Adjacent Properties - Front Yard Setbacks.

Edgewater Park, zoned P&R) is adjacent to the Fire Station that is in the P&I Public and Institutional Zoning District that requires a minimum thirty foot (30') front yard setback. The existing fire station (WOP 00086) is situated approximately twenty-seven feet (27') from the front yard property line. The property adjacent to the Fire Station (WOP 00087) is zoned Village Center (VC) that requires a minimum zero foot (0') front yard setback and maximum five foot (5') front yard setback and is situated approximately fifteen feet (15') from the front yard property line.



FONTANA FIRE DEPARTMENT

190 FONTANA BVD / PO BOX 200

FONTANA, WISCONSIN 53125

Phone 262-275-2131 Email: Firehouse@vi.fontana.wi.gov



TO: David Lothspeich - Williams Bay Administrator

FROM: Richard Manthy – Fontana Fire Chief

DATE: January 5th, 2025

RE: Fontana vs. Williams Bay Fire Station Response Times

Response time standards are measured in various ways; however, the National Fire Protection Association 1710 is the most widely accepted. The 2024 Public Administration Associates study for Williams Bay and Fontana included the following information.

personnel to be assembled in eight minutes. There are additional requirements for both standards, however we will limit our analysis to these two items. In addition to the NFPA standards, which primarily address fire, NFPA 1710 also includes a component for emergency medical services. This requirement calls for basic life support (EMS first responder or EMT) to arrive on scene in under 6 minutes, 90% of the time, and an advanced life support unit (paramedic) to arrive within 8 minutes, 90% of the time. This emergency medical service standard is aimed at life-threatening emergencies, however. From a system design perspective, service should be built around the ability to provide this level of response when needed. Table 12 lists the response time and staffing goals outlined in NFPA 1720.

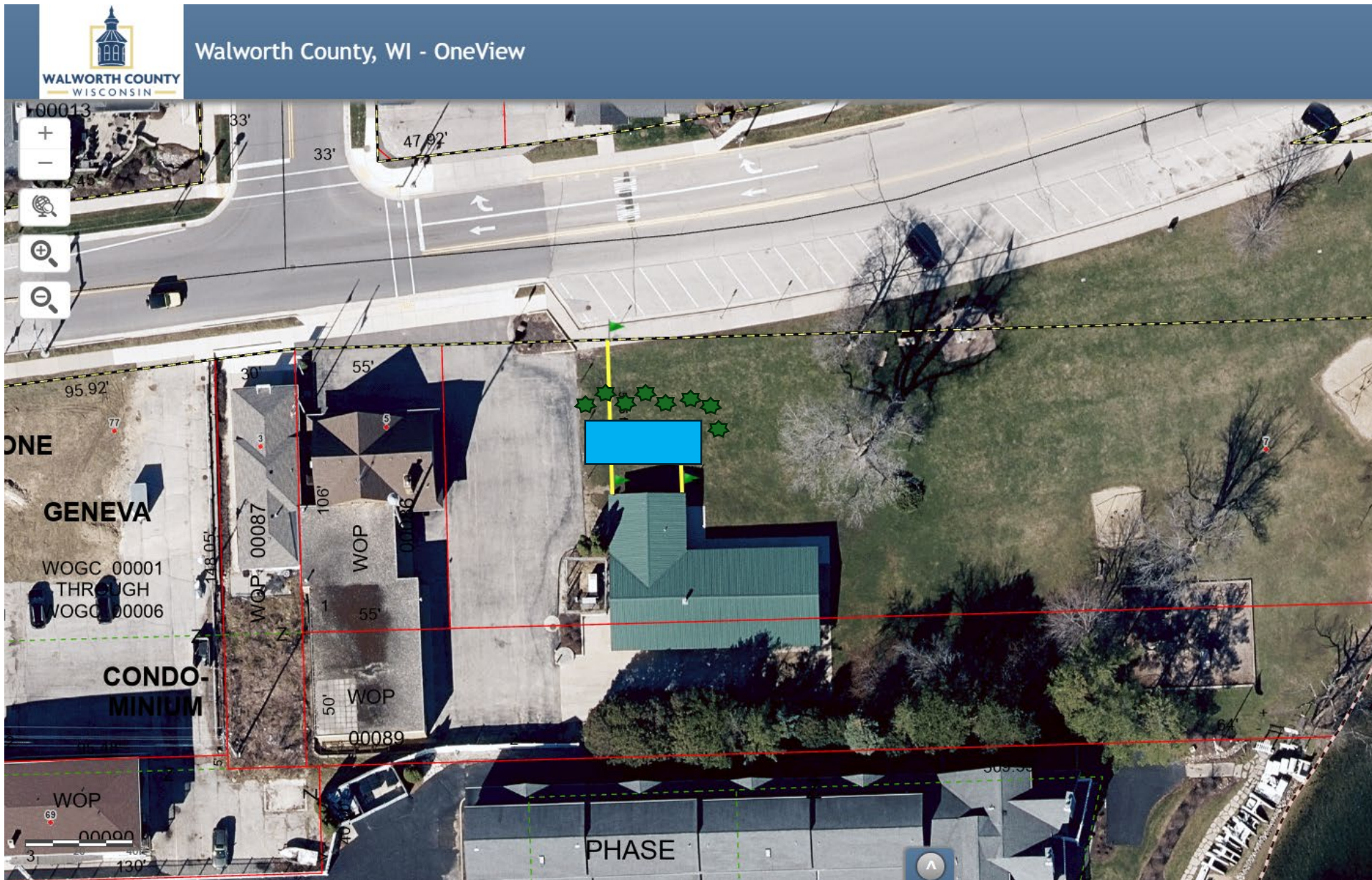
PUBLIC ADMINISTRATION ASSOCIATES

Fontana/Williams Bay | Public Safety Staffing and Fleet Projections

- 19

Several locations throughout Williams Bay were queried with potential travel times responding from the current Fontana Fire Station and the Williams Bay Fire Station. The following are based on google maps' drive time and do not account for use of emergency lights and sirens, 911 call processing time, or pushout time (time of dispatch to the time a unit is enroute).

LOCATION	Time from Fontana Fire Station	Time from Williams Bay Fire Station	Travel Time Difference
Williams Bay High School	5 Minutes	3 Minutes	2 Minutes
146 Clover Street	8 Minutes	2 Minutes	6 Minutes
Williams Bay Beach	8 Minutes	1 Minute	7 Minutes
George Williams / Preserve	5 Minutes	4 Minutes	1 Minute
14 Cedar Point Drive	9 Minutes	2 Minutes	7 Minutes
Lakewood Tr. & Theatre Rd	6 Minutes	3 Minutes	3 Minutes

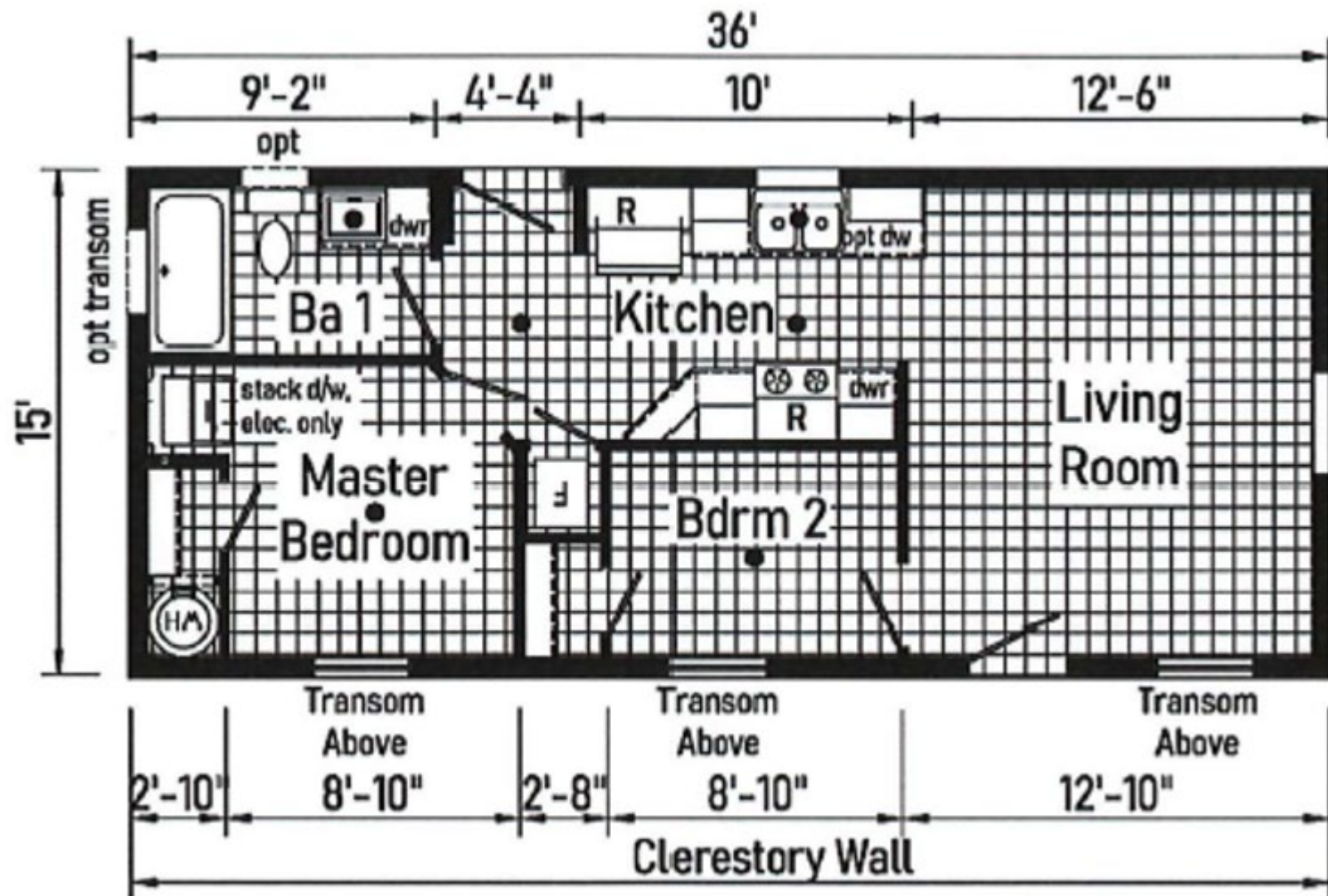


Not to scale: illustrative purposes showing proposed location of temporary EMS housing quarters

Buffer Landscaping



Figure 1



1W1901-V 1636 Approx. 540 Sq. Ft.

•• Std. can light
R = Std. 30/36 staggered overhead

Gallery



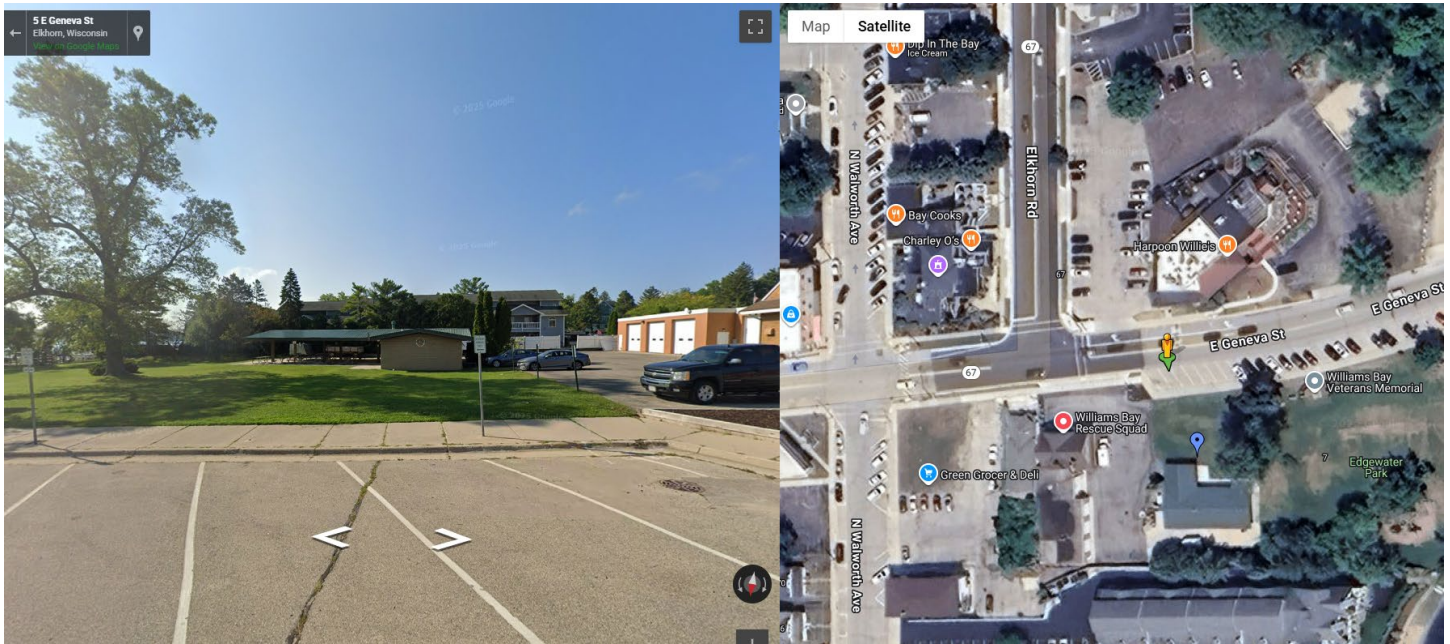
Home Features & Virtual Tour

Exterior Features

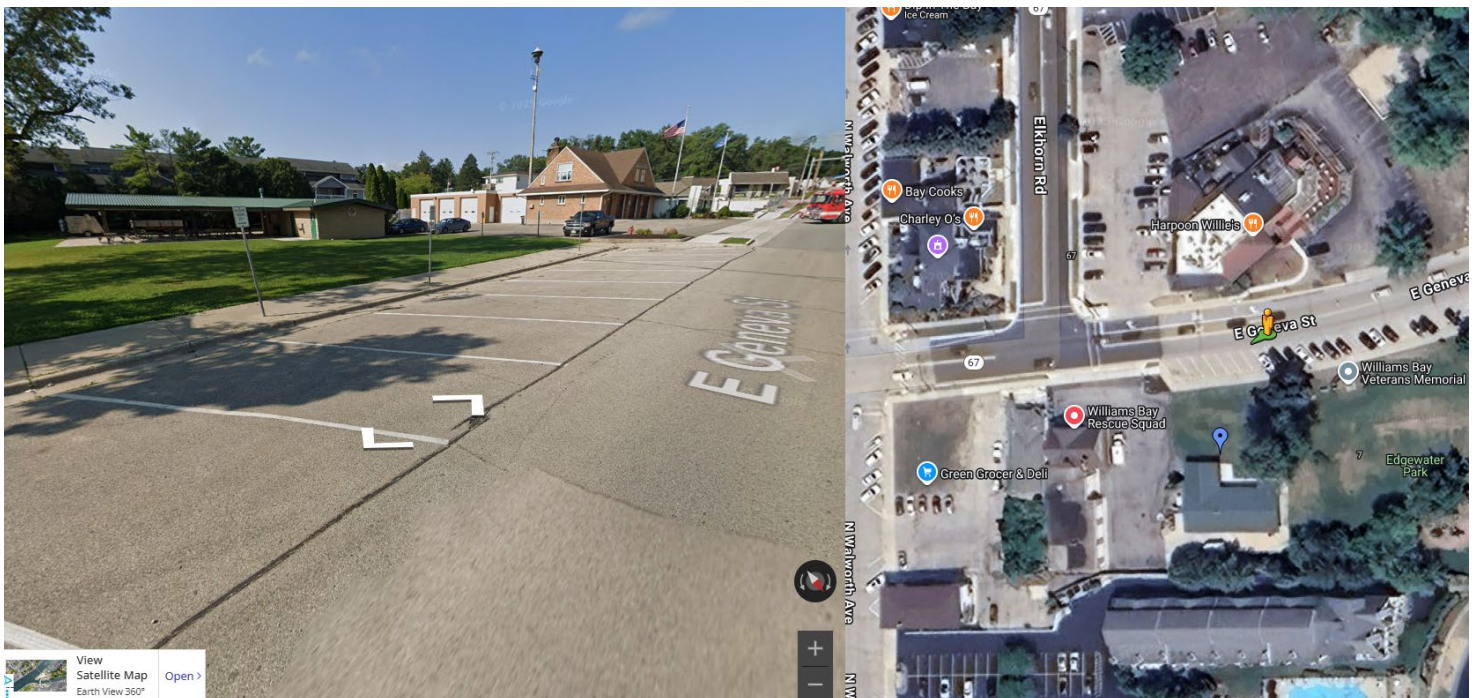
Black Gatsby Light at Front and Rear Door
Vinyl Dutch Lap Siding
Vinyl Insulated Windows with Low-E Glass
Lineals Front Door Side
GFI-Protected Exterior Receptacle at Each Door
O.S.B. Wall & Roof Sheathing Fixed Roof
12" Overhangs and Eaves (Ranch)
4" Overhangs and 12" Eaves (Single)
3-Tab Shingles
Ridge Vent Roof Ventilation System
Ice Shield
3/0x6/8 Fiberglass 6-Panel Front and Rear
Door w/ Deadbolt Keyed Alike Locksets

E. Geneva Street Views – Proposed Temporary EMS Building Location

E Geneva Street Facing South Toward Pavillion



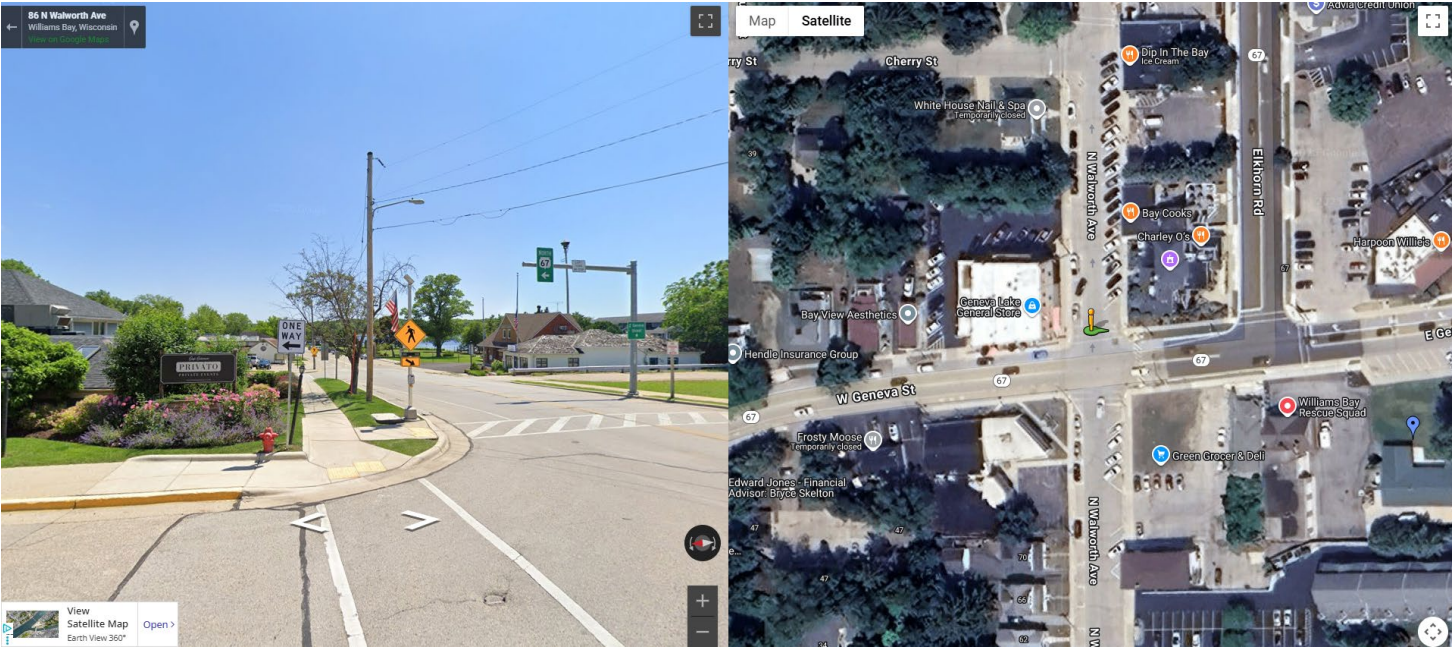
E. Geneva Street Facing Southwest Toward Pavillion



East Geneva Street Facing Southeast Toward Pavillion



East Geneva Street at N. Walworth Facing Southeast



Proposed Temporary EMS Housing Quarters - Properties

Village of Williams Bay
Edgewater Park

WOP 00085

7 E. Geneva Street

Legal Description Acres 0.9944 E FRAC PART OF LOT 1 BLK 7 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

WOP 00089

Legal Description Acres 0.4560 E FRAC PART OF LOT 2 BLK 7 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

WWUP 00088

Legal Description PT. GOVT LOTS 3 & 4 SEC 6 T1N R17E WHICH LIES S OF S LN STRIP OF LAND 66' WIDE FOR HWY AS IN VOL 212 DEEDS PG 347, W OF N S C/L SEC 6 & N OF LN RUN ING DUE E FROM PT OF INTER OF C/L GENEVA ST WITH W LN SEC 6 TO SHR GENEVA LAKE. ALSO BEG AT PT NW 1/4 SEC LN SEC 6, S0D 09'W 1782', N8D54'E 850.72', S 0D49'W 98' TO PT WHERE SD E LN INTER LN CEDAR PT PARK 2ND ADD S71D09'W 690' TO SHR GENEVA LAKE, N63D25'W 201.9', N0D09'E 66.8' TO POB. 4.15 A. M/L VILLAGE OF WILLIAMS BAY

Properties Located within 200' feet of Edgewater Park

<u>Property ID</u>	<u>Common Name</u>	<u>Owner</u>	<u>Address</u>
WWUP 00046	Café Calamari		
WWUP 00047	Café Calamari (west parking lot)		
WOP 00010	Bees Investments LLC		
WOP 00013	Baywater LLC		
WOP 00086	Williams Bay Fire Department		
WOP 00087	South Shore Custom Homes	Stephan Panzarella	
WOGC 00001	Dancing Dudes LLC		
	Sweat Collective LLC (Green Grocer)		
WWUP 00046	Bay Group Partners		
WWUP 00047	Bay Group Partners		
WBS 00001	Bay Shore Village		
	Kirsch's Pier Slips, Inc		

PREPARED FOR
WILLIAMS BAY FIRE DEPT.
C/O DAVE BURROWS

PLAT OF SURVEY

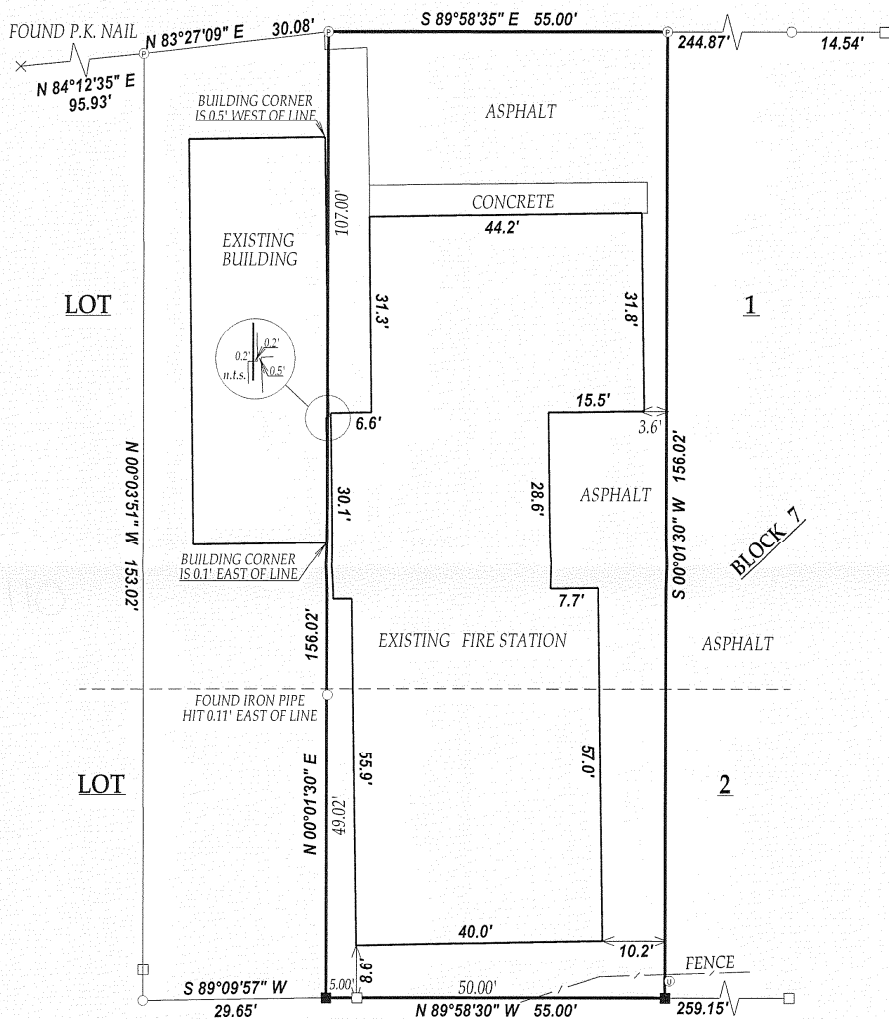
-OF-

A PARCEL OF LAND BEING PART OF LOTS 1 AND 2 OF BLOCK 7 OF THE ORIGINAL PLAT OF WILLIAMS BAY, LOCATED IN THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS BEGINNING AT A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 AND THE WEST LINE OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST, THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, 55 FEET; THENCE SOUTH 156 FEET TO THE SOUTH LINE OF SAID LOT 2 TO A POINT THAT IS 55 FEET EAST OF THE WEST LINE OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 2, 55.00 FEET TO THE WEST LINE OF SAID SECTION 6; THENCE NORTH ALONG SAID WEST LINE 156.00 FEET TO THE PLACE OF BEGINNING.

KROTT SURVEYING INC.

N3705 WILLOW BEND LANE
LAKE GENEVA WI. 53147
PHONE # (262)248-3697
FAX # (262)249-0639

GENEVA STREET

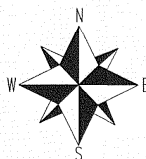


LEGEND

- FOUND IRON PIPE
- FOUND IRON BAR
- SET IRON BAR
- × FOUND CUT CROSS
- ⊙ SET P.K. NAIL
- ⊙ UTILITY PEDISTALS

(XX) RECORDED AS

JOB # 08-008 TAX ID # WOP00086
DATED THIS THE 29th DAY OF JANUARY 2008.



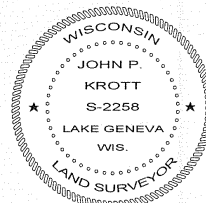
SCALE 1" = 20'



COMPARE LEGAL DESCRIPTION ABOVE AND DRAWING WITH DEED. FOR BUILDING RESTRICTIONS AND EASEMENTS NOT SHOWN REFER TO DEED, ABSTRACT SOURCES AND LOCAL MUNICIPAL CODES. NOTIFY THE SURVEYOR IMMEDIATELY OF ANY DISCREPANCY.

"I hereby certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of all visible structures, apparent easements and encroachments if any."

This survey is made for the present owners of the property, and those who purchase, mortgage, or guarantee the title thereto, within one year from the date hereof.



John P. Krott
JOHN KROTT S-2258
Wisconsin Registered Land Surveyor
(original if signed in red)

WOP-80

01-2203



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting February 3, 2026

Prepared: January 22, 2026

APPLICANT: Village of Williams Bay (Owner)

TAX KEYS: WOP 00085 and WOP 00089

STREET ADDRESS: 7 E Geneva Street, Williams Bay, WI 53191

The applicant requests a conditional use permit per Section 390-0224(F)(5) and 390-0316(G) to keep a temporary relocatable building on site to providing housing to overnight EMS staff for longer than a 6 month period, within the required setbacks. The Village is seeking approval to place the structure for a period up to three (3) years. In addition to this Conditional Use Permit submittal the Village is also seeking approval of a zoning text amendment that would allow a temporary relocatable building to be placed within the required setbacks in the zoning district in which the property is located in with a conditional use permit.

The Village of Williams Bay contracts with the Village of Fontana for Emergency Medical Services. Although EMS coverage is provided 24 hours per day, the absence of overnight quarters in Williams Bay requires the evening EMS crew to return to Fontana for housing, resulting in increased emergency response times during overnight hours.

The Village has identified a temporary, short-term solution (up to three years) to address this issue by leasing a relocatable building to provide overnight EMS quarters adjacent to the existing Fire Department and ambulance garage. The proposed location in Edgewater Park was selected after review of alternative sites, which were found to be operationally infeasible due to conflicts with events, utilities, or distance from the ambulance garage.

Edgewater Park is zoned P&R Recreation District and is located along E. Geneva Street. The site is adjacent to:

- The Williams Bay Fire Station (zoned P&I),
- Village Center–zoned properties to the south and west, and
- Existing public park and pavilion facilities.

The surrounding area includes a mix of public, institutional, recreational, and village center uses. Several nearby structures, including the fire station and adjacent VC-zoned properties, already exist within reduced front-yard setbacks relative to E. Geneva Street.

Conditional Use Review Procedure:

1. Review by the Zoning Administrator.

(a) The Zoning Administrator shall determine whether the application is complete and fulfills the requirements of this chapter. If the application is determined to be incomplete, the Zoning Administrator shall notify the applicant.

The application is complete.

(b) The Zoning Administrator shall review the application and evaluate whether the proposed amendment meets the following criteria:

i. 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.

The proposed Conditional Use Permit is in harmony with the recommendations and goals of the Village of Williams Bay Comprehensive Plan. The Comprehensive Plan emphasizes the importance of protecting public health and safety, maintaining efficient emergency services, and supporting public and institutional uses that serve the needs of residents and visitors. The proposed temporary EMS overnight quarters directly advance these objectives by improving emergency response times and ensuring continuous, high-level emergency medical coverage within the Village.

The Comprehensive Plan also encourages thoughtful use of public land and facilities, particularly when such use supports essential municipal services and does not preclude long-term planning goals. The proposed facility is clearly identified as a temporary, interim solution, with a defined duration and a stated intent to pursue a permanent EMS housing solution consistent with future land use recommendations. As such, the proposal does not interfere with or undermine the long-term vision for Edgewater Park or surrounding areas.

Additionally, the Plan supports institutional and governmental uses that are compatible with surrounding development and that enhance the overall welfare of the community. The proposed use is compatible with existing public, institutional, and recreational uses in the area and is modest in scale, limited in intensity, and designed to minimize visual and functional impacts.

ii. 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.

The proposed Conditional Use Permit will not result in a substantial or undue adverse impact on nearby properties, the character of the surrounding neighborhood, environmental conditions, traffic patterns, parking availability, public improvements, public property, or public rights-of-way, either as they currently exist or as they may be developed in the future in accordance with adopted plans and ordinances.

Environmental impacts are minimal, as the project involves limited site disturbance, no encroachment into environmentally sensitive areas, and no significant increase in impervious surface. Proposed landscaping and buffering will mitigate visual impacts from E. Geneva Street and adjacent properties.

The use is not expected to generate additional traffic or parking demand beyond existing conditions. EMS personnel will arrive prior to overnight shifts, and no public access is associated with the facility. Existing roadways, access points, and on-site circulation are sufficient, and the project will not require improvements to public infrastructure or rights-of-way.

Importantly, the proposal enhances public health and safety by reducing emergency medical response times during overnight hours. This benefit directly supports the general welfare of the community and outweighs any limited and temporary impacts associated with the use.

iii. Maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

The proposed project is consistent and in line with the P&R zoning designation and all its requirements.

iv. 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.

The proposed conditional use is located in an area, and on a parcel that is already developed and adequately served by public facilities and utilities. The proposed development will not negatively impact any services or public facilities.

v. 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.

The proposed Conditional Use Permit provides significant public benefits that outweigh any and all potential adverse impacts associated with the temporary EMS overnight quarters. The primary benefit of the proposal is the measurable improvement in emergency medical response times during overnight hours, which directly enhances public health, safety, and welfare for Village residents

and visitors. Reduced response times have a direct and positive impact on life-safety outcomes and are a core municipal service objective.

The applicant has also clearly identified this proposal as an interim solution, with a defined time frame and a stated commitment to pursue a permanent EMS housing facility consistent with the Village's long-term planning goals. Conditions of approval, including limitations on duration and requirements for removal upon completion of a permanent facility, further ensure that any impacts remain temporary and manageable.

2. The Zoning Administrator shall prepare a written report addressing items above, to be forwarded to the Plan Commission for the Commission's review and use in making its recommendation to the Village Board. 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.

Please refer to this report as such document.

Use Considerations:

Temporary relocatable buildings are permitted in the P&R District for periods exceeding six months only with approval of a Conditional Use Permit, pursuant to §390-0316G.(2).

The request complies with this requirement.

Setback Considerations:

The existing pavilion is located approximately 57–58 feet from E. Geneva Street, less than the standard 100-foot setback. Due to building separation requirements and site constraints, the proposed EMS building would be located approximately 32 feet from the north property line along E. Geneva Street.

Approval of the requested zoning text amendment is necessary to allow this configuration via CUP

Based on the application materials and supporting documentation:

- The proposed conditional use meets the standards for approval under the P&R District;
- The project will not create undue adverse impacts on neighboring properties or public facilities;
- The public benefit of improved emergency response times substantially outweighs any temporary or limited impacts;
- The request is consistent with the intent of the Zoning Code, Comprehensive Plan, and public safety objectives.

Therefore, staff recommends approval of the Conditional Use Permit for the temporary EMS overnight quarters, **subject to the following conditions:**

1. The use shall be limited to a maximum duration of three (3) years, unless extended by further Village approval.
2. The building shall be removed upon completion of a permanent EMS quarters facility.
3. Landscaping and buffering shall be installed and maintained as depicted in the application materials.
4. Lighting shall be minimal, downward shielded, and limited to safety and security purposes only.
5. Approval of the CUP shall be contingent upon adoption of the requested zoning text amendment.

Respectfully submitted,

Allison Schwark
Zoning Administrator

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

NOTICE OF PUBLIC HEARING
FOR A
CONDITIONAL USE PERMIT
BEFORE THE
PLAN COMMISSION
February 3, 2026, at 6:30 PM
Village Hall Council Room
250 Williams Street

APPLICANT(S): Village of Williams Bay

TAX KEY NUMBER: WOP 00085 and WOP 00089

STREET ADDRESS: 7 E Geneva Street, Williams Bay, WI 53191

Applicant requests a conditional use permit per Section 390-0224(F)(5) and 390-0316(G) to keep a temporary relocatable building on site to providing housing to overnight EMS staff for longer than a 6 month period, within the required setbacks.

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.

Dated this 8th day of January 2026

Tina Kolls
Village Clerk
Published January 15, 2026 and January 22, 2026



APPLICATION FOR A ZONING ORDINANCE TEXT AMENDMENT

(Requirements per Zoning Ordinance Section 18.1204)

Applicant name: Village of Williams Bay Board of Trustees

Applicant address: 250 Williams Street, Williams Bay, WI 53191

Applicant phone number: 262-245-2700

Current provisions of the Zoning Ordinance proposed to be amended (or attach as a separate sheet): _____

390-0224 P&R Parks and Recreation District Paragraph C "Principal land uses allowed by conditional use permit (8) Public services and utilities (per 390-0308D)

Please see attached separate sheet for details

Replacement text for provisions proposed to be amended (or attach as a separate sheet): _____

Please see attached separate sheet

Written justification for the proposed text amendment (or attach as a separate sheet): _____

Please see attached separate sheet

Dated this 5th day of January, 2026

Respectfully submitted,

Adam Jaramillo, Village President
On behalf of the Village Board of Williams Bay
(Signature of Applicant)



Application for a Conditional Use Permit

(Requirements per Zoning Ordinance Section 18.1207)

Applicant name: Village of Williams Bay Board of Trustees

Applicant address: 250 Williams Street, Williams Bay, WI 53191

Applicant phone number: 262-245-2700

Current provisions of the Zoning Ordinance for a Conditional Use Permit (or attach as a separate sheet):

390-0224 P&R Parks and Recreation District Paragraph C "Principal land uses allowed by conditional use permit (8) Public services and utilities (per 390-0308D)

Please see attached separate sheet for details

Replacement text for provisions proposed to be amended (or attach as a separate sheet):

Please see attached separate sheet

Written justification for the proposed text amendment (or attach as a separate sheet):

Please see attached separate sheet

Dated this 5th day of January, 2026

Respectfully submitted,

Adam Jaramillo, Village President
On behalf of the Village Board of Williams Bay
(Signature of Applicant)

Requirements

- Map of the subject property showing its general location in relation to the Village as a whole.
- Map of the subject property at a scale of not less than 1" equals 800 feet showing:
 - Current zoning of the subject property and lands within 200 feet of the subject property and the jurisdiction(s) that maintains that control.
 - All lot dimensions of the subject property.
 - Graphic scale and a north arrow.
- Names and addresses of the owners of all lands within 200 feet of the subject property as the same appear on the current tax records of the Village of Williams Bay.
- Site Plan of the subject property if proposed for development (see Site Plan application requirements).

January 5, 2026

**Village of Williams Bay Board of Trustees
Application for a Zoning Code Text Amendment & Conditional Use Permit
For Temporary Emergency Medical Services (EMS) Overnight Quarters.**

Background.

The Village of Williams Bay contracts Emergency Medical Services (EMS) with the Village of Fontana. The Village residents supported a referendum in 2022 providing the additional funding to provide the higher level of service provided by Fontana. The Fontana EMS operates out of the Williams Bay Fire Department Building located at 5 E Geneva Street with the ambulance parked in the Fire Department garage. The Agreement between Fontana and Williams Bay provides for Fontana to provide EMS coverage 24-7. Fontana provides 24-7 coverage to Williams Bay, however, due to the lack of overnight quarters available in Williams Bay, the third (evening) shift EMS crew migrate back to Fontana every evening for quarters. During the times that that EMS crew is stationed in Fontana, the emergency response times increase. In an effort to reduce these evening response times, the Williams Bay Rescue Squad has made considerable effort to locate all possible existing buildings as possible quarters. The most critical criteria is being located in close proximity (short walk) to the ambulance that must be stored inside a climate-controlled garage due to medication storage temperature requirements.

Solutions to Provide EMS Overnight Quarters.

Long-term (3 plus years) solution. The Village of Williams Bay long-term plans to either remodel the existing Fire Station building to provide EMS overnight quarters or build a new Fire EMS building in the VC Zoning District downtown area. Due to complications of ownership of the existing Fire Station and the likely necessity for a second referendum to further increase property taxes for the sole purpose of funding the remodeling/construction of permanent EMS overnight quarters preferably in the VC Zoning District downtown area.

Short-term (up to 3 years) solution. The Village of Williams Bay short-term solution (operational by April 2026) is to lease a temporary relocatable building to be installed in Edgewater Park, immediately North of the existing pavilion. The Village reviewed other possible locations behind or next to the pavilion, however, these locations created other problems for the operations of special events and had other challenges for connection to the necessary water/sewer/electrical services.

Current provisions of the Zoning Ordinance Proposed to be Amended.

Current Williams Bay Zoning Code.

Edgewater Park is zoning P&R Recreation District (PR). The PR Zoning District allows for temporary relocatable buildings for a time period up to six (6) months and anything longer than six (6) months requires as a Conditional Use Permit (CUP) as follows:

- G. Temporary relocatable building.** Any manufactured building that serves as a temporary building for less than six months. Temporary relocatable buildings shall adhere to the following standards:
- (1) The building shall comply with § **390-1208**, standards and procedures applicable to all temporary uses.
 - (2) Buildings serving for more than six months shall require a conditional use permit and are subject to the general standards and procedures presented in § **390-1208**.
 - (3) The building must be placed on asphalt, concrete, gravel, or other hard-paved surface.

Requested Zoning Code Text Amendment.

The VC Zoning District requires a minimum front yard setback of 100' from E. Geneva Street. The existing Pavillion is located approximately fifty-eight feet (58') from E. Geneva Street. As noted previously, the Village determined that placing the temporary overnight quarters building to the rear or side of the Pavillion was not feasible. Village Code Article 12 Procedures 390-1204 'Zoning Ordinance Text Amendment' authorizes the Village Board to initiate a request for Zoning Code Text Amendment as follows (*emphasis added*):

- B. Initiation of request. A proposal to amend the text of this chapter may be initiated by an application by any member of the general public, a recommendation by the Plan Commission, or by *action of the Village Board*.

The Williams Bay Village Board is submitting application for:

- (1) a Conditional Use Permit for a temporary relocatable building (per section 390-0316G.(2)) and
- (2) the following text amendment (**bold underline**) to §390-0316G.(2) of the Zoning Code to allow the temporary relocatable building (ESM Overnight Quarters) to be located within the minimum required setbacks as a CUP:

- G. Temporary relocatable building. Any manufactured building that serves as a temporary building for less than six months. Temporary relocatable buildings shall adhere to the following standards:
 - (1) The building shall comply with § **390-1208**, standards and procedures applicable to all temporary uses.
 - (2) Owned or leased public service buildings on public land located within the applicable setbacks, and B buildings serving for more than 6 months shall require a conditional use permit and are subject to the general standards and procedures presented in section § 390-1208.
 - (3) The building must be placed on asphalt, concrete, gravel, or other hard-paved surface.

Description of Proposed Conditional Use Permit.

The Village is The Village of Williams Bay short-term solution (operational by April 2026) is to lease a temporary relocatable building to be installed in Edgewater Park, immediately North of the existing pavilion as depicted on the enclosed Aerial Map showing the proposed location.

Justification of Conditional Use Permit (CUP) Application:

- A. **Temporary Relocatable Building.** The Village of Williams Bay has the immediate need for a Conditional Use Permit (CUP) for the installation of a temporary EMS Housing Quarters Building located immediately adjacent to the Williams Bay Fire Station (zoned P&I) to provide the shortest EMS response times to Residents. The CUP is required at the temporary housing quarters building is proposed to be located in Edgewater Park which is zoned P&R Recreation District (P&R). P&R allows for "Temporary relocatable building" as a CUP. The CUP Application is necessary to provide efficient life-saving response times while the Village explores the long-term EMS quarters housing solution.

- B. **Building Within Required Setbacks.**

(subject to approval of the requested Code Amendment)

The Village of Williams Bay investigated and was unable to locate the proposed temporary building to the South of the Pavillion. The existing Pavillion is situated approximately fifty-seven feet (57') from the front yard property line (E. Geneva St). The Building Code requires a minimum separation of ten feet (10') between buildings. The proposed temporary building is fifteen feet (15') wide. With the required separation from the Pavillion, the north side of the temporary building will be located approximately thirty-two (32') from the North property line along E. Geneva Street.

Adjacent Properties - Front Yard Setbacks.

Edgewater Park, zoned P&R) is adjacent to the Fire Station that is in the P&I Public and Institutional Zoning District that requires a minimum thirty foot (30') front yard setback. The existing fire station (WOP 00086) is situated approximately twenty-seven feet (27') from the front yard property line. The property adjacent to the Fire Station (WOP 00087) is zoned Village Center (VC) that requires a minimum zero foot (0') front yard setback and maximum five foot (5') front yard setback and is situated approximately fifteen feet (15') from the front yard property line.



FONTANA FIRE DEPARTMENT

190 FONTANA BVD / PO BOX 200

FONTANA, WISCONSIN 53125

Phone 262-275-2131 Email: Firehouse@vi.fontana.wi.gov



TO: David Lothspeich - Williams Bay Administrator

FROM: Richard Manthy – Fontana Fire Chief

DATE: January 5th, 2025

RE: Fontana vs. Williams Bay Fire Station Response Times

Response time standards are measured in various ways; however, the National Fire Protection Association 1710 is the most widely accepted. The 2024 Public Administration Associates study for Williams Bay and Fontana included the following information.

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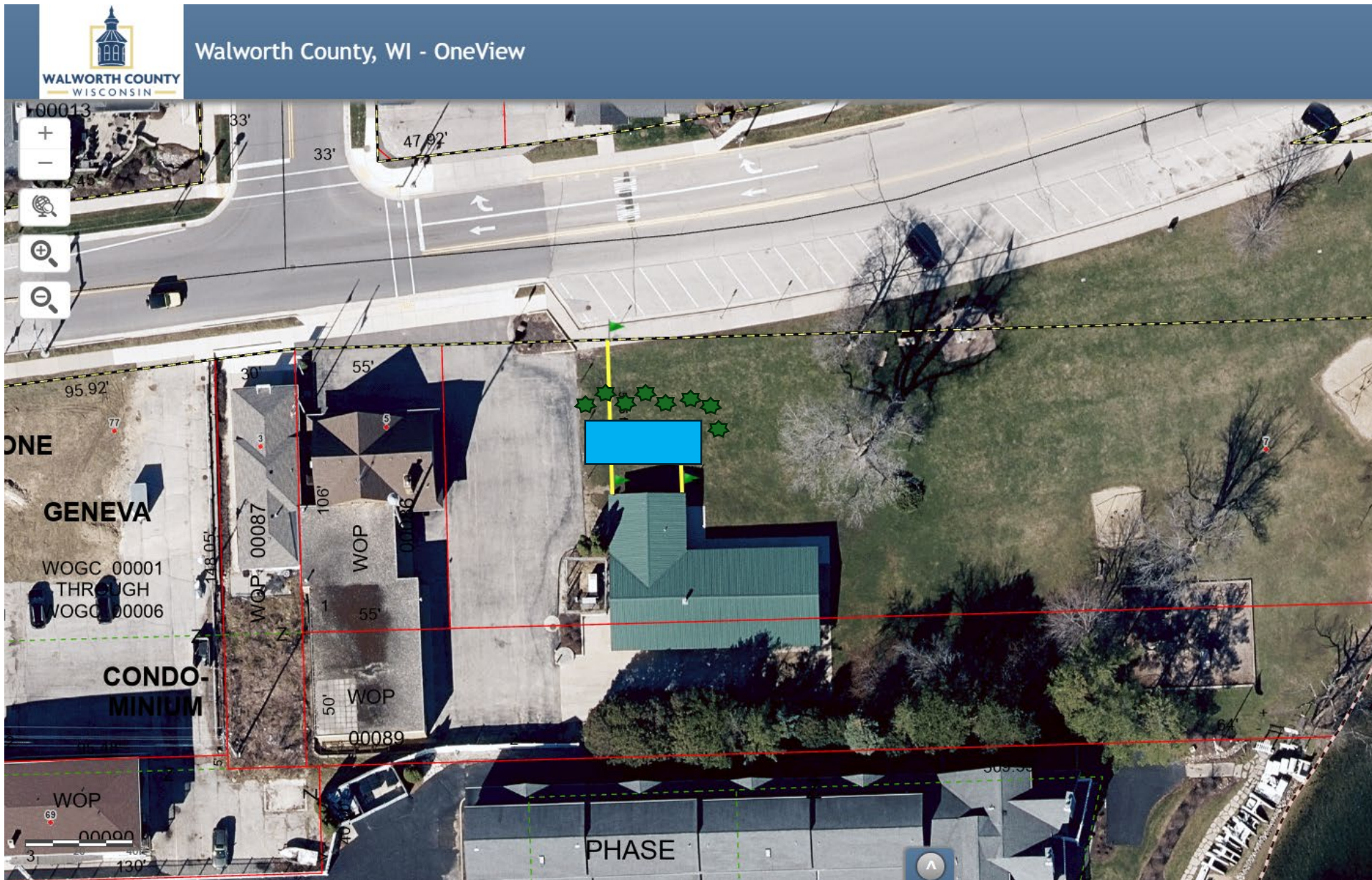
PUBLIC ADMINISTRATION ASSOCIATES

Fontana/Williams Bay | Public Safety Staffing and Fleet Projections

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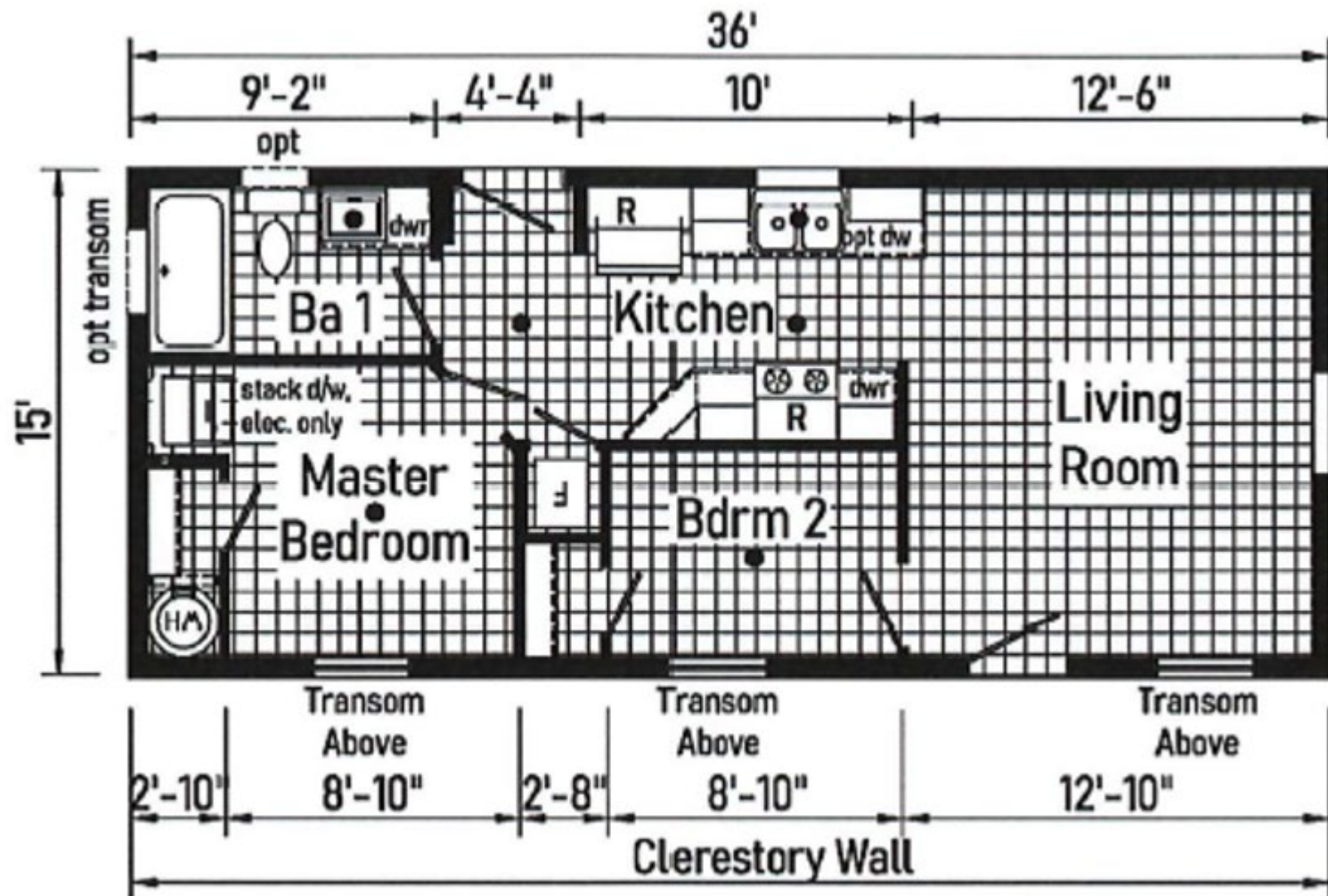


Not to scale: illustrative purposes showing proposed location of temporary EMS housing quarters

Buffer Landscaping



Figure 1



1W1901-V 1636 Approx. 540 Sq. Ft.

Gallery



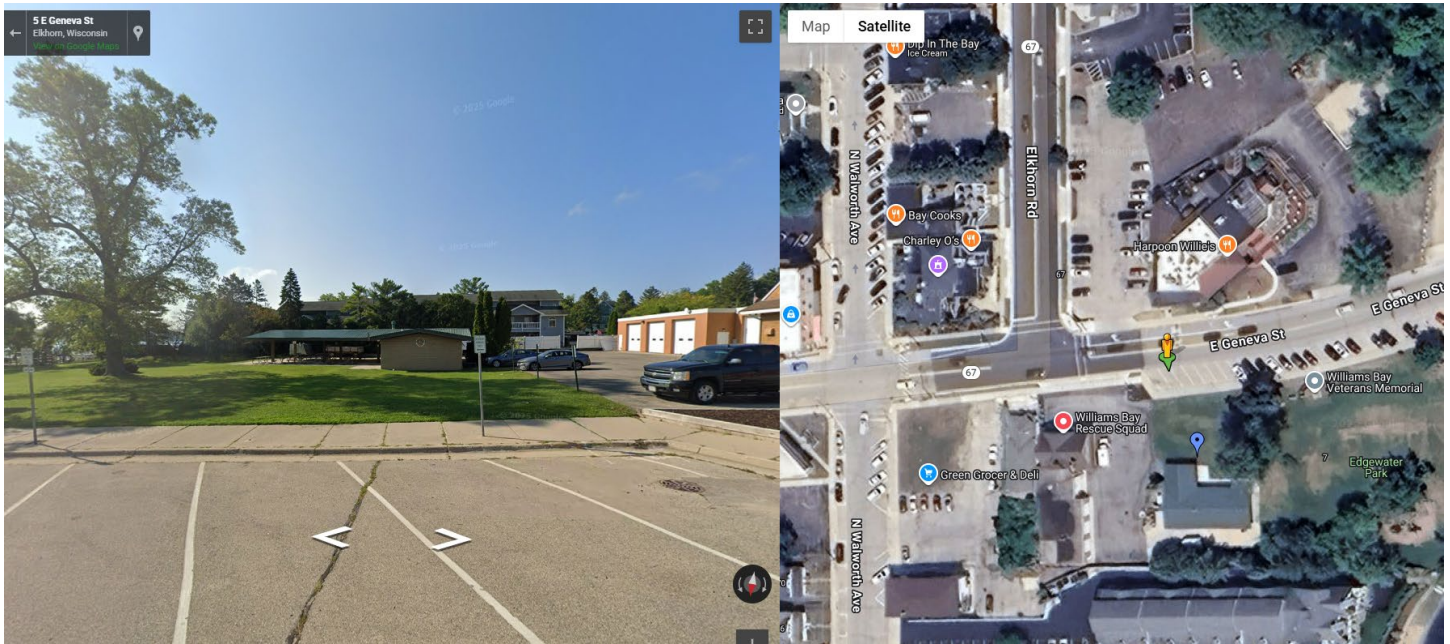
Home Features & Virtual Tour

Exterior Features

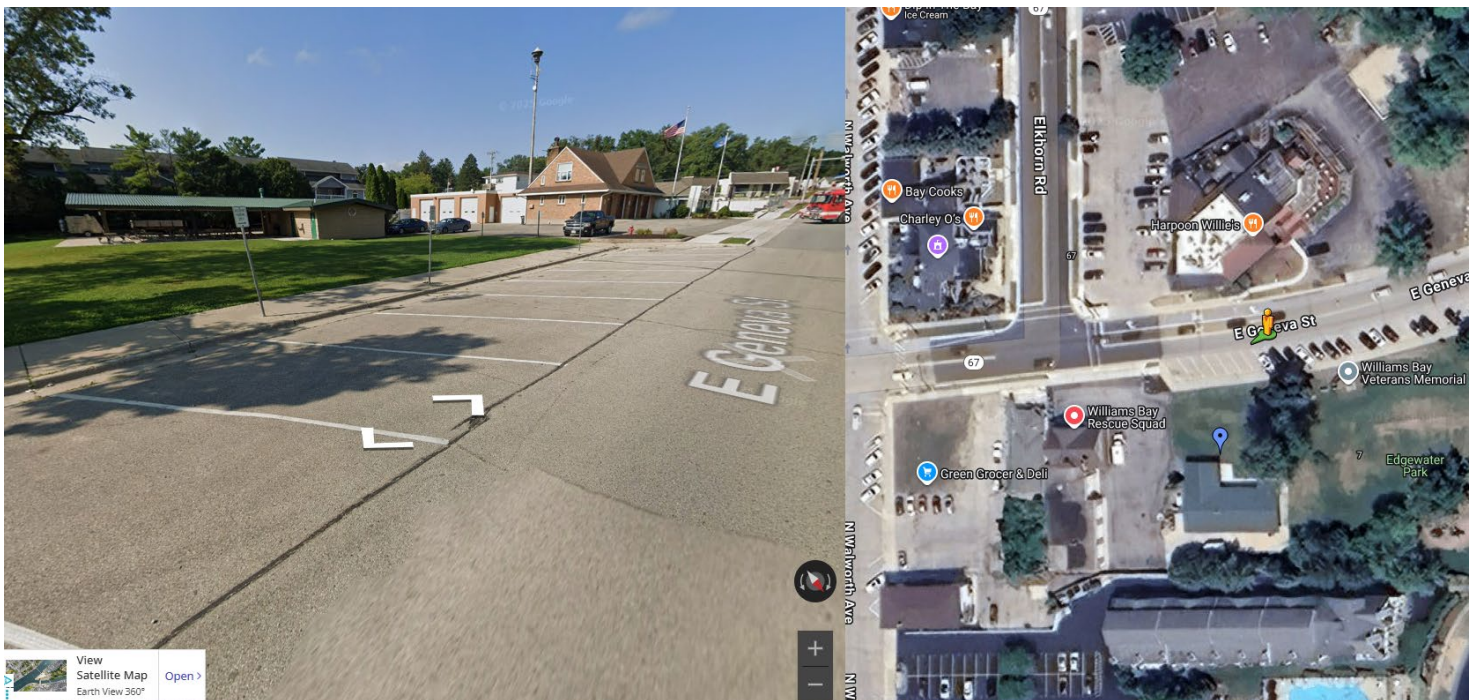
Black Gatsby Light at Front and Rear Door
Vinyl Dutch Lap Siding
Vinyl Insulated Windows with Low-E Glass
Lineals Front Door Side
GFI-Protected Exterior Receptacle at Each Door
O.S.B. Wall & Roof Sheathing Fixed Roof
12" Overhangs and Eaves (Ranch)
4" Overhangs and 12" Eaves (Single)
3-Tab Shingles
Ridge Vent Roof Ventilation System
Ice Shield
3/0x6/8 Fiberglass 6-Panel Front and Rear
Door w/ Deadbolt Keyed Alike Locksets

E. Geneva Street Views – Proposed Temporary EMS Building Location

E Geneva Street Facing South Toward Pavillion



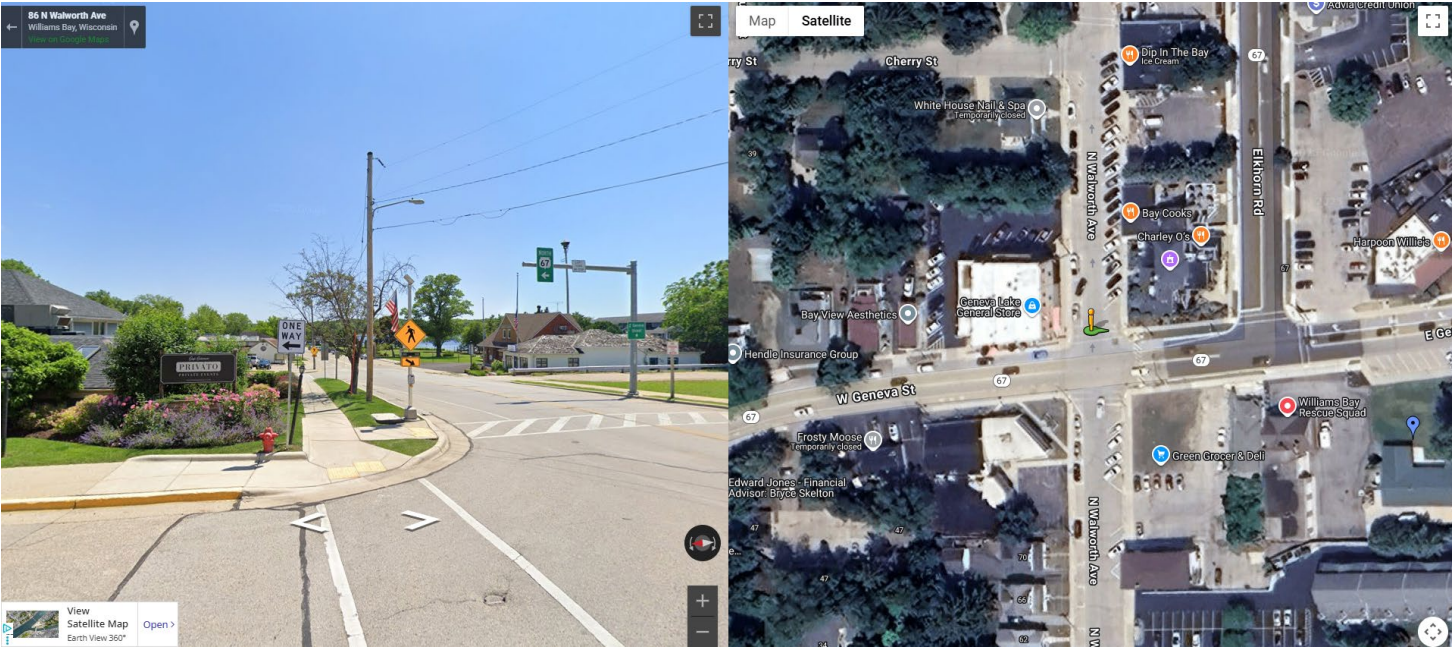
E. Geneva Street Facing Southwest Toward Pavillion

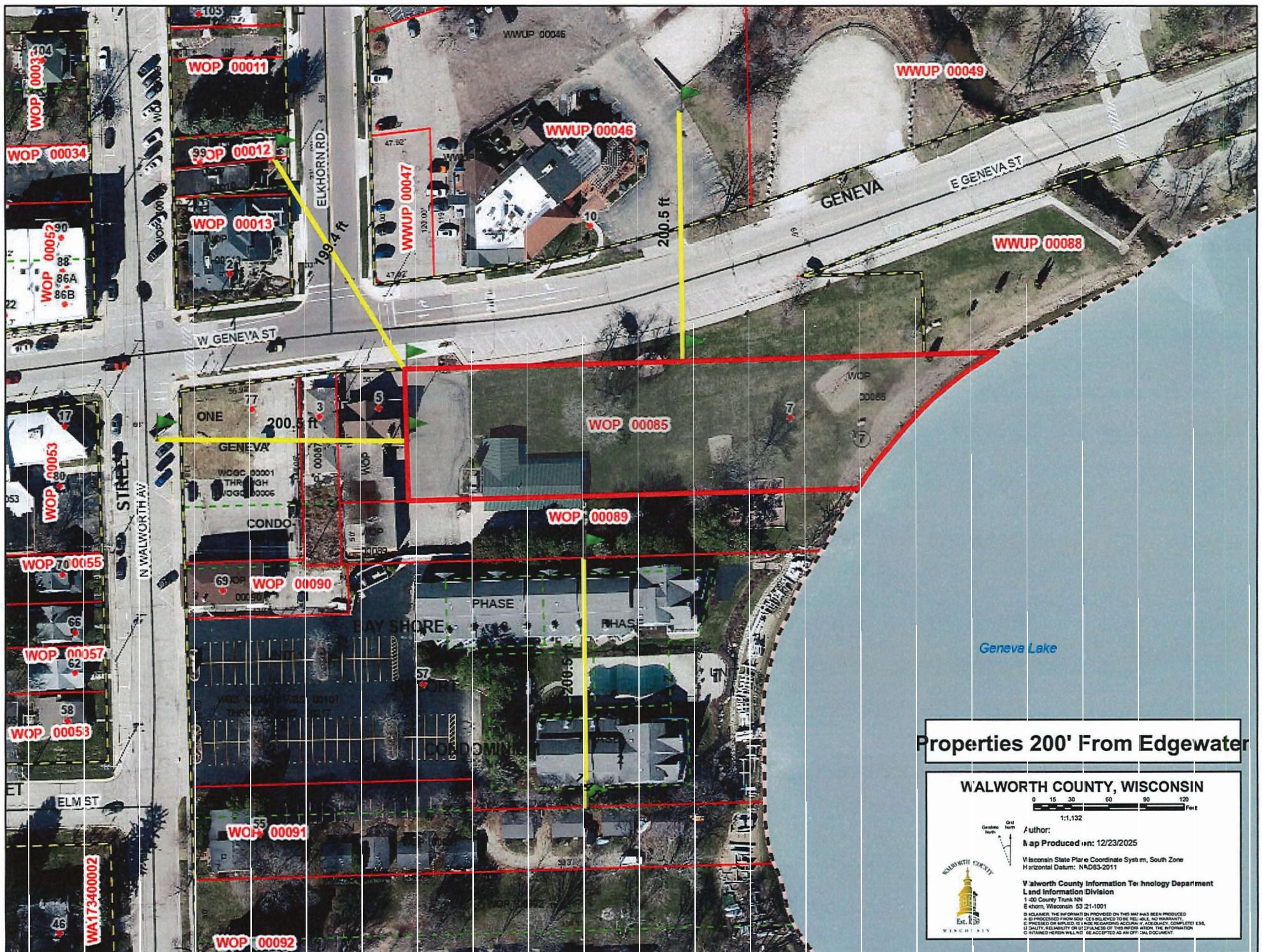


East Geneva Street Facing Southeast Toward Pavillion



East Geneva Street at N. Walworth Facing Southeast





Proposed Temporary EMS Housing Quarters - Properties

Village of Williams Bay
Edgewater Park

WOP 00085

7 E. Geneva Street

Legal Description Acres 0.9944 E FRAC PART OF LOT 1 BLK 7 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

WOP 00089

Legal Description Acres 0.4560 E FRAC PART OF LOT 2 BLK 7 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

WWUP 00088

Legal Description PT. GOVT LOTS 3 & 4 SEC 6 T1N R17E WHICH LIES S OF S LN STRIP OF LAND 66' WIDE FOR HWY AS IN VOL 212 DEEDS PG 347, W OF N S C/L SEC 6 & N OF LN RUN ING DUE E FROM PT OF INTER OF C/L GENEVA ST WITH W LN SEC 6 TO SHR GENEVA LAKE. ALSO BEG AT PT NW 1/4 SEC LN SEC 6, S0D 09'W 1782', N8D54'E 850.72', S 0D49'W 98' TO PT WHERE SD E LN INTER LN CEDAR PT PARK 2ND ADD S71D09'W 690' TO SHR GENEVA LAKE, N63D25'W 201.9', N0D09'E 66.8' TO POB. 4.15 A. M/L VILLAGE OF WILLIAMS BAY

Properties Located within 200' feet of Edgewater Park

<u>Property ID</u>	<u>Common Name</u>	<u>Owner</u>	<u>Address</u>
WWUP 00046	Café Calamari		
WWUP 00047	Café Calamari (west parking lot)		
WOP 00010	Bees Investments LLC		
WOP 00013	Baywater LLC		
WOP 00086	Williams Bay Fire Department		
WOP 00087	South Shore Custom Homes	Stephan Panzarella	
WOGC 00001	Dancing Dudes LLC		
	Sweat Collective LLC (Green Grocer)		
WWUP 00046	Bay Group Partners		
WWUP 00047	Bay Group Partners		
WBS 00001	Bay Shore Village		
	Kirsch's Pier Slips, Inc		

PREPARED FOR
WILLIAMS BAY FIRE DEPT.
C/O DAVE BURROWS

PLAT OF SURVEY

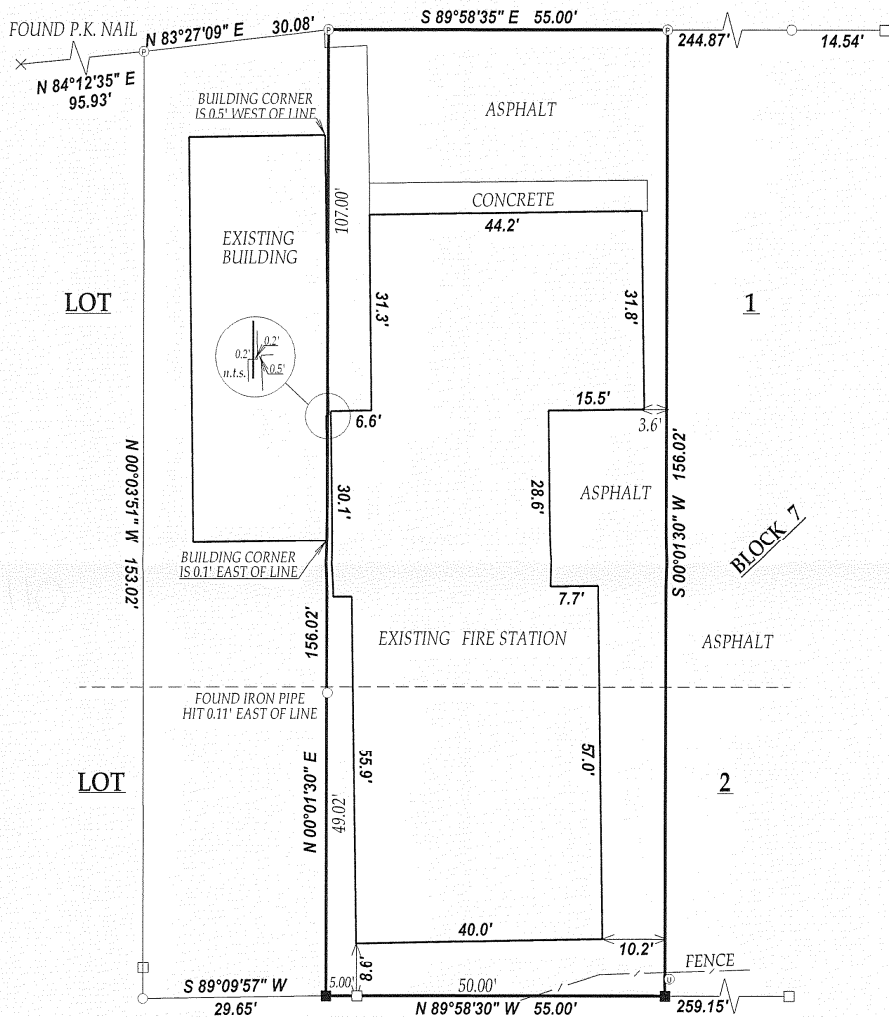
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KROTT SURVEYING INC.

N3705 WILLOW BEND LANE
LAKE GENEVA WI. 53147
PHONE # (262)248-3697
FAX # (262)249-0639

GENEVA STREET

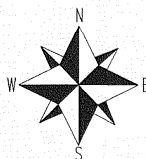


LEGEND

- FOUND IRON PIPE
- FOUND IRON BAR
- SET IRON BAR
- × FOUND CUT CROSS
- ⊙ SET P.K. NAIL
- ⊙ UTILITY PEDISTALS

(XX) RECORDED AS

JOB # 08-008 TAX ID # WOP00086
DATED THIS THE 29th DAY OF JANUARY 2008.



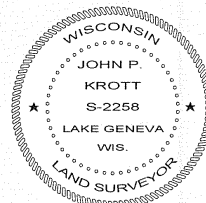
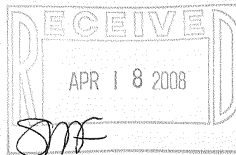
SCALE 1" = 20'



COMPARE LEGAL DESCRIPTION ABOVE AND DRAWING WITH DEED. FOR BUILDING RESTRICTIONS AND EASEMENTS NOT SHOWN REFER TO DEED, ABSTRACT SOURCES AND LOCAL MUNICIPAL CODES. NOTIFY THE SURVEYOR IMMEDIATELY OF ANY DISCREPANCY.

"I hereby certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of all visible structures, apparent easements and encroachments if any."

This survey is made for the present owners of the property, and those who purchase, mortgage, or guarantee the title thereto, within one year from the date hereof.



John P. Krott
JOHN KROTT S-2258
Wisconsin Registered Land Surveyor
(original if signed in red)

WOP-80

01-2203



FONTANA FIRE DEPARTMENT

190 FONTANA BVD / PO BOX 200

FONTANA, WISCONSIN 53125

Phone 262-275-2131 Email: Firehouse@vi.fontana.wi.gov



TO: David Lothspeich - Williams Bay Administrator

FROM: Richard Manthy – Fontana Fire Chief

DATE: January 5th, 2025

RE: Fontana vs. Williams Bay Fire Station Response Times

Response time standards are measured in various ways; however, the National Fire Protection Association 1710 is the most widely accepted. The 2024 Public Administration Associates study for Williams Bay and Fontana included the following information.

personnel to be assembled in eight minutes. There are additional requirements for both standards, however we will limit our analysis to these two items. In addition to the NFPA standards, which primarily address fire, NFPA 1710 also includes a component for emergency medical services. This requirement calls for basic life support (EMS first responder or EMT) to arrive on scene in under 6 minutes, 90% of the time, and an advanced life support unit (paramedic) to arrive within 8 minutes, 90% of the time. This emergency medical service standard is aimed at life-threatening emergencies, however. From a system design perspective, service should be built around the ability to provide this level of response when needed. Table 12 lists the response time and staffing goals outlined in NFPA 1720.

PUBLIC ADMINISTRATION ASSOCIATES

Fontana/Williams Bay | Public Safety Staffing and Fleet Projections

- 19

Several locations throughout Williams Bay were queried with potential travel times responding from the current Fontana Fire Station and the Williams Bay Fire Station. The following are based on google maps' drive time and do not account for use of emergency lights and sirens, 911 call processing time, or pushout time (time of dispatch to the time a unit is enroute).

LOCATION	Time from Fontana Fire Station	Time from Williams Bay Fire Station	Travel Time Difference
Williams Bay High School	5 Minutes	3 Minutes	2 Minutes
146 Clover Street	8 Minutes	2 Minutes	6 Minutes
Williams Bay Beach	8 Minutes	1 Minute	7 Minutes
George Williams / Preserve	5 Minutes	4 Minutes	1 Minute
14 Cedar Point Drive	9 Minutes	2 Minutes	7 Minutes
Lakewood Tr. & Theatre Rd	6 Minutes	3 Minutes	3 Minutes

Gallery



Home Features & Virtual Tour

Exterior Features

Black Gatsby Light at Front and Rear Door
Vinyl Dutch Lap Siding
Vinyl Insulated Windows with Low-E Glass
Lineals Front Door Side
GFI-Protected Exterior Receptacle at Each Door
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3-Tab Shingles
Ridge Vent Roof Ventilation System
Ice Shield
3/0x6/8 Fiberglass 6-Panel Front and Rear
Door w/ Deadbolt Keyed Alike Locksets



APPLICATION FOR A ZONING ORDINANCE TEXT AMENDMENT

(Requirements per Zoning Ordinance Section 18.1204)

Applicant name: Village of Williams Bay Board of Trustees

Applicant address: 250 Williams Street, Williams Bay, WI 53191

Applicant phone number: 262-245-2700

Current provisions of the Zoning Ordinance proposed to be amended (or attach as a separate sheet): _____

390-0224 P&R Parks and Recreation District Paragraph C "Principal land uses allowed by conditional use permit (8) Public services and utilities (per 390-0308D)

Please see attached separate sheet for details

Replacement text for provisions proposed to be amended (or attach as a separate sheet): _____

Please see attached separate sheet

Written justification for the proposed text amendment (or attach as a separate sheet): _____

Please see attached separate sheet

Dated this 5th day of January, 2026

Respectfully submitted,

Adam Jaramillo, Village President
On behalf of the Village Board of Williams Bay
(Signature of Applicant)



Application for a Conditional Use Permit

(Requirements per Zoning Ordinance Section 18.1207)

Applicant name: Village of Williams Bay Board of Trustees

Applicant address: 250 Williams Street, Williams Bay, WI 53191

Applicant phone number: 262-245-2700

Current provisions of the Zoning Ordinance for a Conditional Use Permit (or attach as a separate sheet):

390-0224 P&R Parks and Recreation District Paragraph C "Principal land uses allowed by conditional use permit (8) Public services and utilities (per 390-0308D)

Please see attached separate sheet for details

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Please see attached separate sheet

Written justification for the proposed text amendment (or attach as a separate sheet):

Please see attached separate sheet

Dated this 5th day of January, 2026

Respectfully submitted,

Adam Jaramillo, Village President
On behalf of the Village Board of Williams Bay
(Signature of Applicant)

Requirements

- Map of the subject property showing its general location in relation to the Village as a whole.
- Map of the subject property at a scale of not less than 1" equals 800 feet showing:
 - Current zoning of the subject property and lands within 200 feet of the subject property and the jurisdiction(s) that maintains that control.
 - All lot dimensions of the subject property.
 - Graphic scale and a north arrow.
- Names and addresses of the owners of all lands within 200 feet of the subject property as the same appear on the current tax records of the Village of Williams Bay.
- Site Plan of the subject property if proposed for development (see Site Plan application requirements).

January 5, 2026

**Village of Williams Bay Board of Trustees
Application for a Zoning Code Text Amendment & Conditional Use Permit
For Temporary Emergency Medical Services (EMS) Overnight Quarters.**

Background.

The Village of Williams Bay contracts Emergency Medical Services (EMS) with the Village of Fontana. The Village residents supported a referendum in 2022 providing the additional funding to provide the higher level of service provided by Fontana. The Fontana EMS operates out of the Williams Bay Fire Department Building located at 5 E Geneva Street with the ambulance parked in the Fire Department garage. The Agreement between Fontana and Williams Bay provides for Fontana to provide EMS coverage 24-7. Fontana provides 24-7 coverage to Williams Bay, however, due to the lack of overnight quarters available in Williams Bay, the third (evening) shift EMS crew migrate back to Fontana every evening for quarters. During the times that that EMS crew is stationed in Fontana, the emergency response times increase. In an effort to reduce these evening response times, the Williams Bay Rescue Squad has made considerable effort to locate all possible existing buildings as possible quarters. The most critical criteria is being located in close proximity (short walk) to the ambulance that must be stored inside a climate-controlled garage due to medication storage temperature requirements.

Solutions to Provide EMS Overnight Quarters.

Long-term (3 plus years) solution. The Village of Williams Bay long-term plans to either remodel the existing Fire Station building to provide EMS overnight quarters or build a new Fire EMS building in the VC Zoning District downtown area. Due to complications of ownership of the existing Fire Station and the likely necessity for a second referendum to further increase property taxes for the sole purpose of funding the remodeling/construction of permanent EMS overnight quarters preferably in the VC Zoning District downtown area.

Short-term (up to 3 years) solution. The Village of Williams Bay short-term solution (operational by April 2026) is to lease a temporary relocatable building to be installed in Edgewater Park, immediately North of the existing pavilion. The Village reviewed other possible locations behind or next to the pavilion, however, these locations created other problems for the operations of special events and had other challenges for connection to the necessary water/sewer/electrical services.

Current provisions of the Zoning Ordinance Proposed to be Amended.

Current Williams Bay Zoning Code.

Edgewater Park is zoning P&R Recreation District (PR). The PR Zoning District allows for temporary relocatable buildings for a time period up to six (6) months and anything longer than six (6) months requires as a Conditional Use Permit (CUP) as follows:

- G. Temporary relocatable building.** Any manufactured building that serves as a temporary building for less than six months. Temporary relocatable buildings shall adhere to the following standards:
- (1) The building shall comply with § **390-1208**, standards and procedures applicable to all temporary uses.
 - (2) Buildings serving for more than six months shall require a conditional use permit and are subject to the general standards and procedures presented in § **390-1208**.
 - (3) The building must be placed on asphalt, concrete, gravel, or other hard-paved surface.

Requested Zoning Code Text Amendment.

The VC Zoning District requires a minimum front yard setback of 100' from E. Geneva Street. The existing Pavillion is located approximately fifty-eight feet (58') from E. Geneva Street. As noted previously, the Village determined that placing the temporary overnight quarters building to the rear or side of the Pavillion was not feasible. Village Code Article 12 Procedures 390-1204 'Zoning Ordinance Text Amendment' authorizes the Village Board to initiate a request for Zoning Code Text Amendment as follows (*emphasis added*):

- B. Initiation of request. A proposal to amend the text of this chapter may be initiated by an application by any member of the general public, a recommendation by the Plan Commission, or by *action of the Village Board*.

The Williams Bay Village Board is submitting application for:

(1) a Conditional Use Permit for a temporary relocatable building (per section 390-0316G.(2)) and
(2) the following text amendment (**bold underline**) to §390-0316G.(2) of the Zoning Code to allow the temporary relocatable building (ESM Overnight Quarters) to be located within the minimum required setbacks as a CUP:

- G. Temporary relocatable building. Any manufactured building that serves as a temporary building for less than six months. Temporary relocatable buildings shall adhere to the following standards:
- (1) The building shall comply with § **390-1208**, standards and procedures applicable to all temporary uses.
 - (2) Owned or leased public service buildings on public land located within the applicable setbacks, and B buildings serving for more than 6 months shall require a conditional use permit and are subject to the general standards and procedures presented in section § 390-1208.
 - (3) The building must be placed on asphalt, concrete, gravel, or other hard-paved surface.

Description of Proposed Conditional Use Permit.

The Village is The Village of Williams Bay short-term solution (operational by April 2026) is to lease a temporary relocatable building to be installed in Edgewater Park, immediately North of the existing pavilion as depicted on the enclosed Aerial Map showing the proposed location.

Justification of Conditional Use Permit (CUP) Application:

A. **Temporary Relocatable Building.** The Village of Williams Bay has the immediate need for a Conditional Use Permit (CUP) for the installation of a temporary EMS Housing Quarters Building located immediately adjacent to the Williams Bay Fire Station (zoned P&I) to provide the shortest EMS response times to Residents. The CUP is required at the temporary housing quarters building is proposed to be located in Edgewater Park which is zoned P&R Recreation District (P&R). P&R allows for "Temporary relocatable building" as a CUP. The CUP Application is necessary to provide efficient life-saving response times while the Village explores the long-term EMS quarters housing solution.

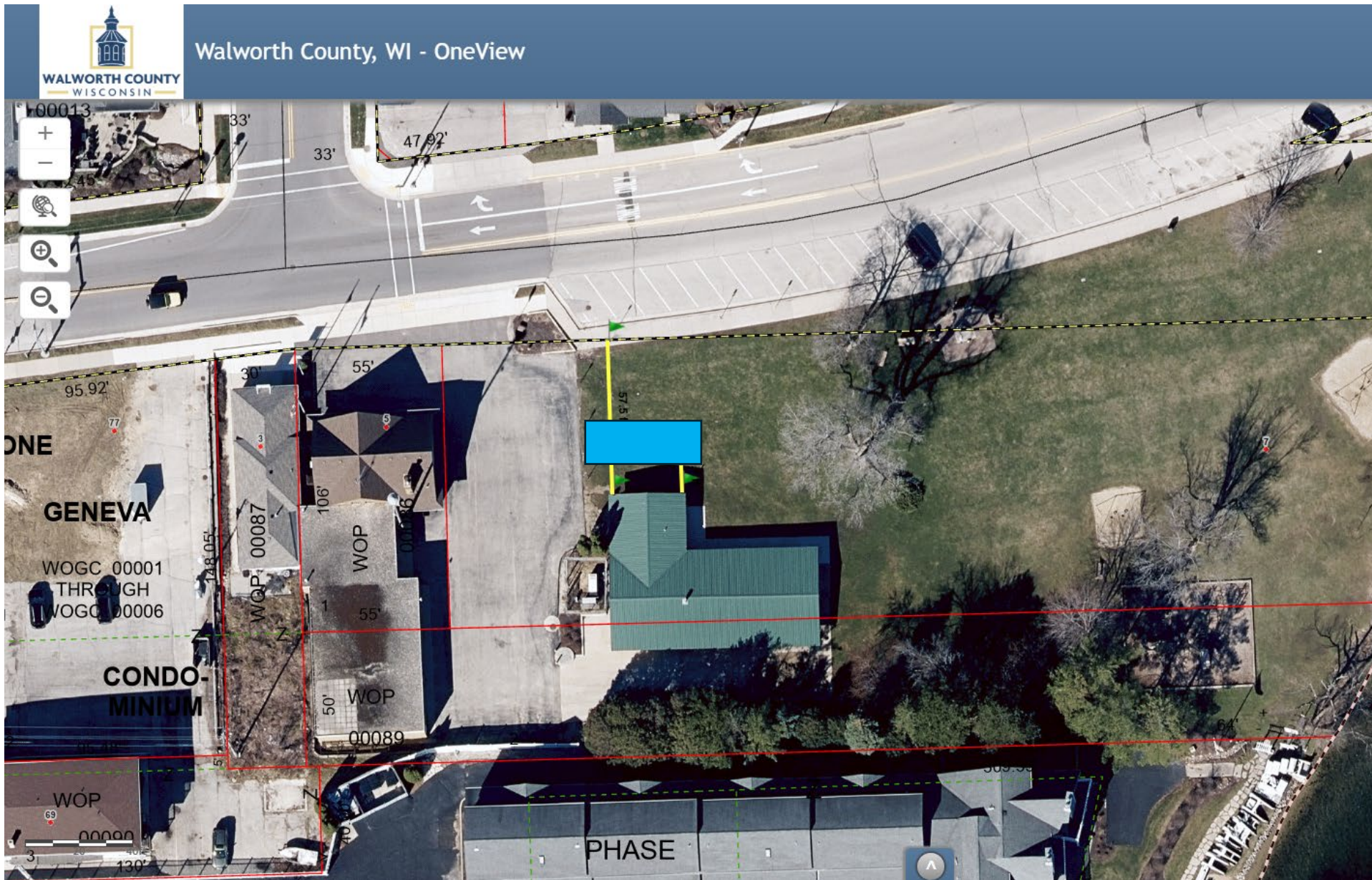
B. Building Within Required Setbacks.

(subject to approval of the requested Code Amendment)

The Village of Williams Bay investigated and was unable to locate the proposed temporary building to the South of the Pavillion. The existing Pavillion is situated approximately fifty-seven feet (57') from the front yard property line (E. Geneva St). The Building Code requires a minimum separation of ten feet (10') between buildings. The proposed temporary building is fifteen feet (15') wide. With the required separation from the Pavillion, the north side of the temporary building will be located approximately thirty-two (32') from the North property line along E. Geneva Street.

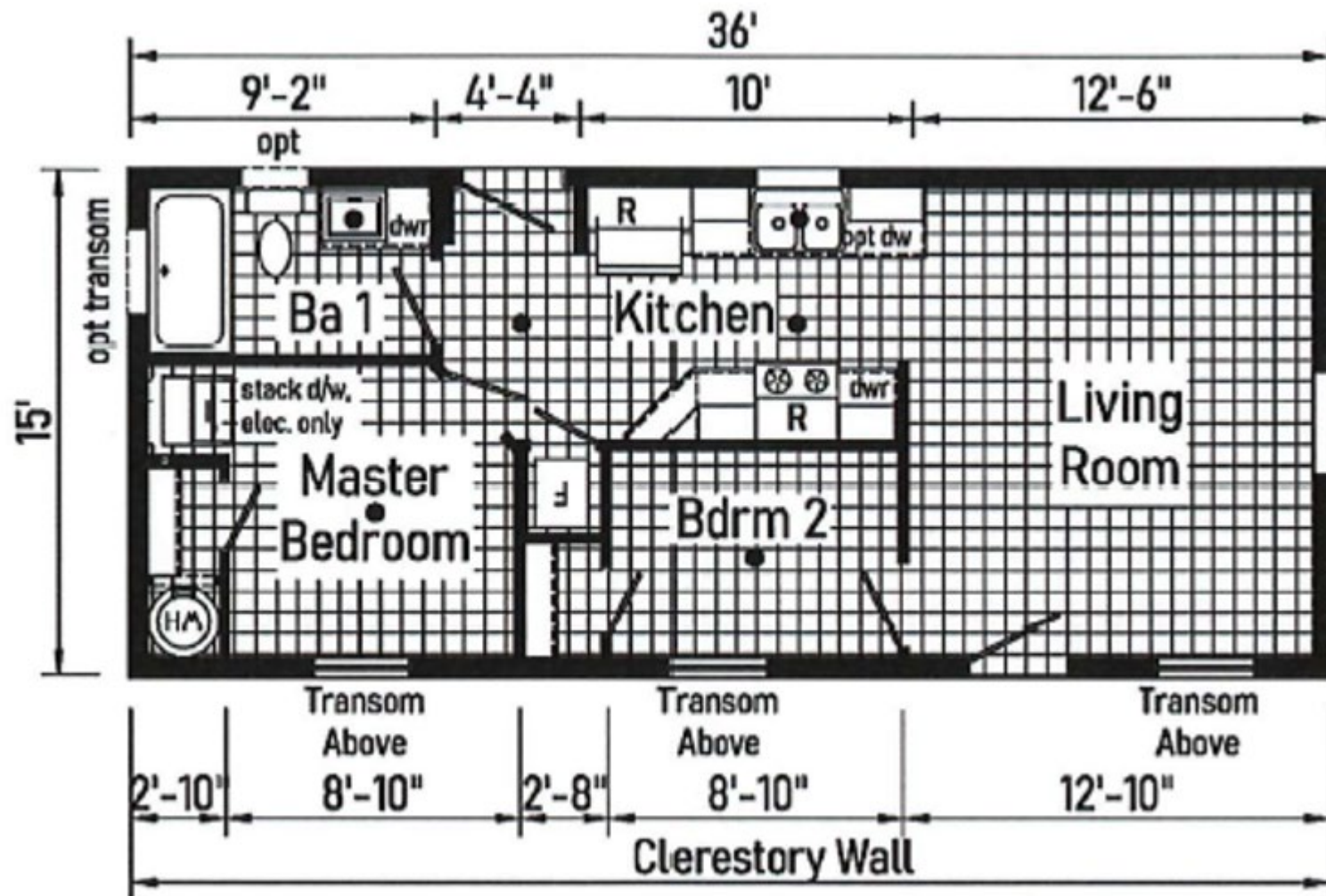
Adjacent Properties - Front Yard Setbacks.

Edgewater Park, zoned P&R) is adjacent to the Fire Station that is in the P&I Public and Institutional Zoning District that requires a minimum thirty foot (30') front yard setback. The existing fire station (WOP 00086) is situated approximately twenty-seven feet (27') from the front yard property line. The property adjacent to the Fire Station (WOP 00087) is zoned Village Center (VC) that requires a minimum zero foot (0') front yard setback and maximum five foot (5') front yard setback and is situated approximately fifteen feet (15') from the front yard property line.



Not to scale: illustrative purposes showing proposed location of temporary EMS housing quarters

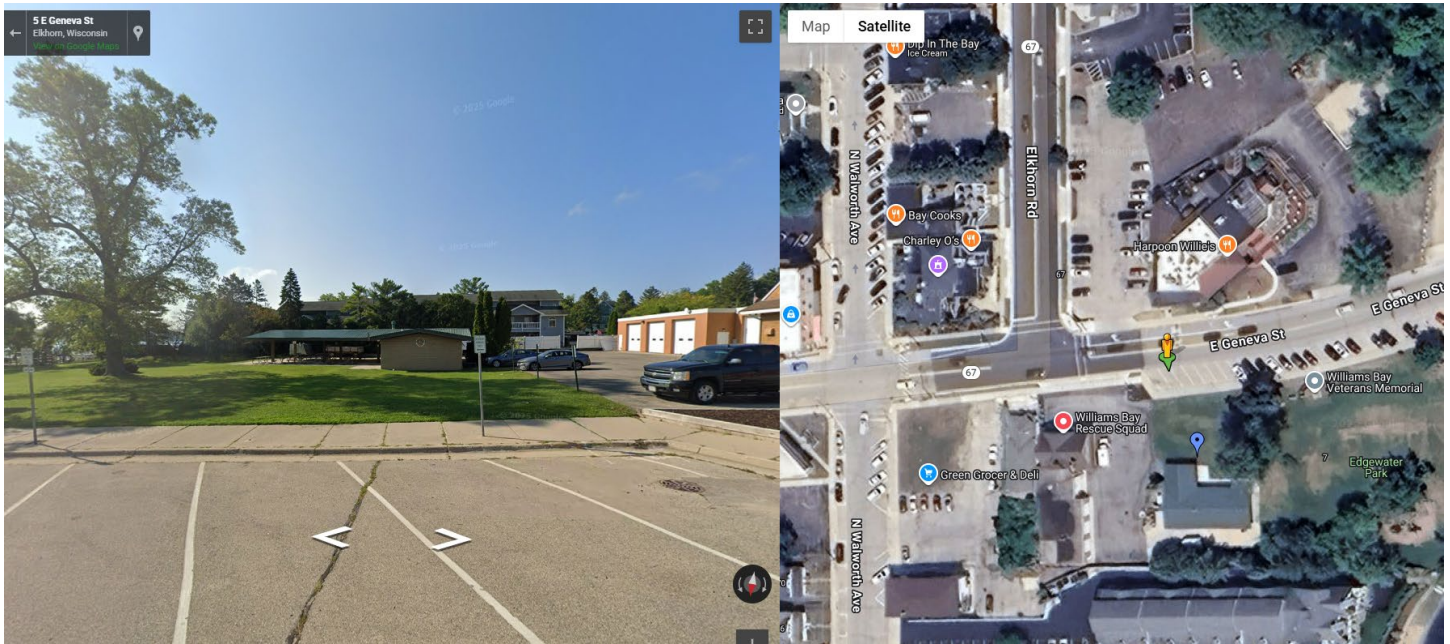
Figure 1



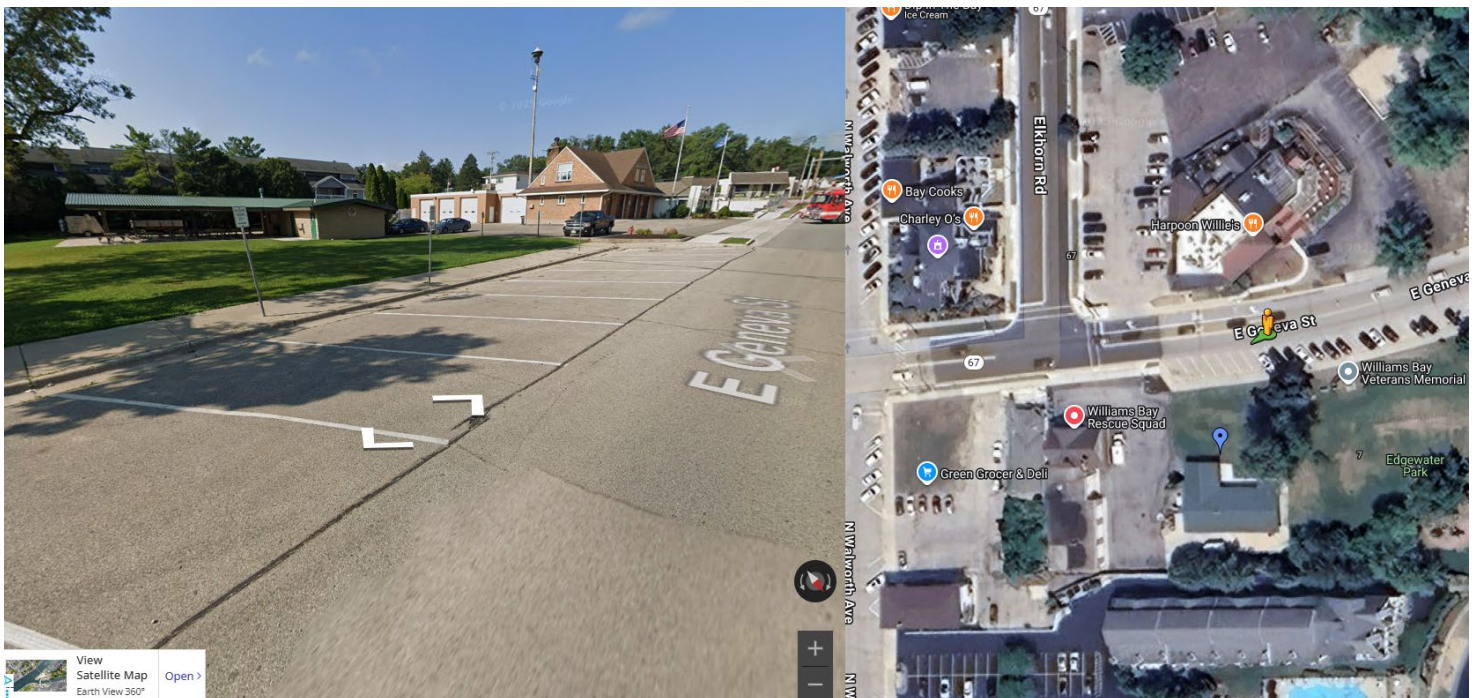
1W1901-V 1636 Approx. 540 Sq. Ft.

E. Geneva Street Views – Proposed Temporary EMS Building Location

E Geneva Street Facing South Toward Pavillion



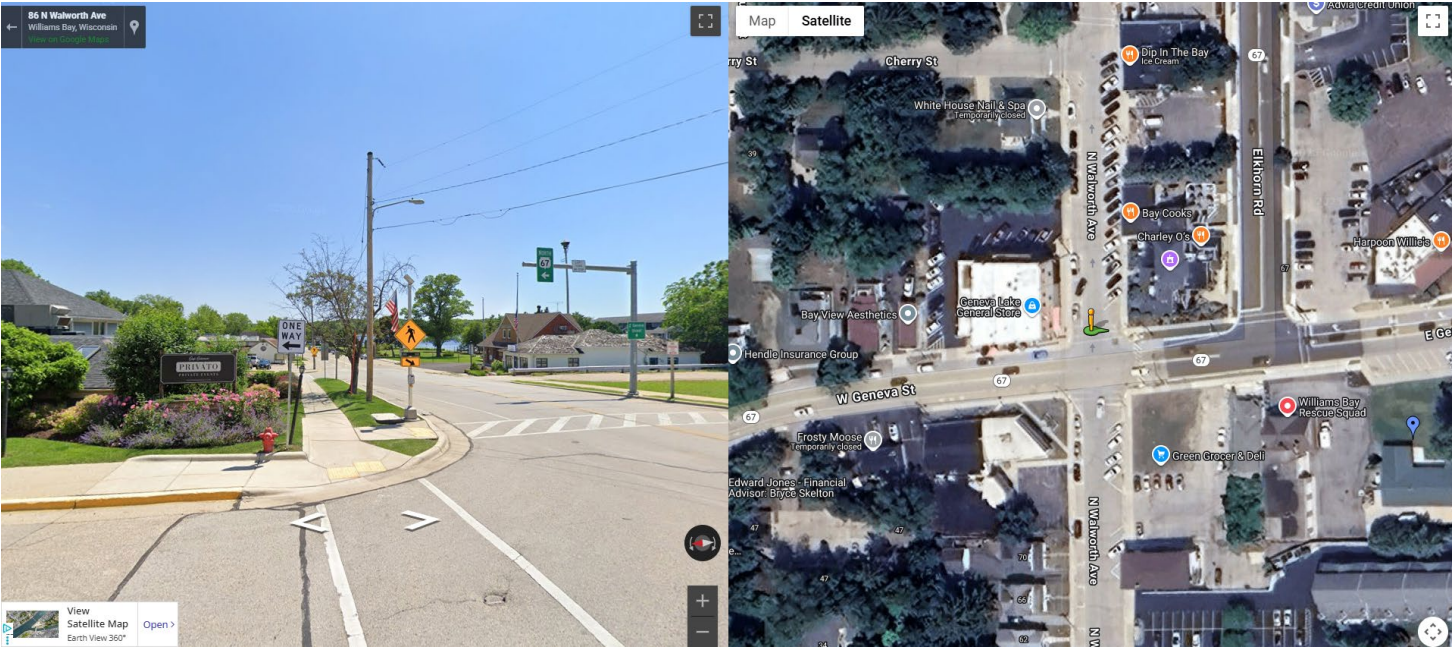
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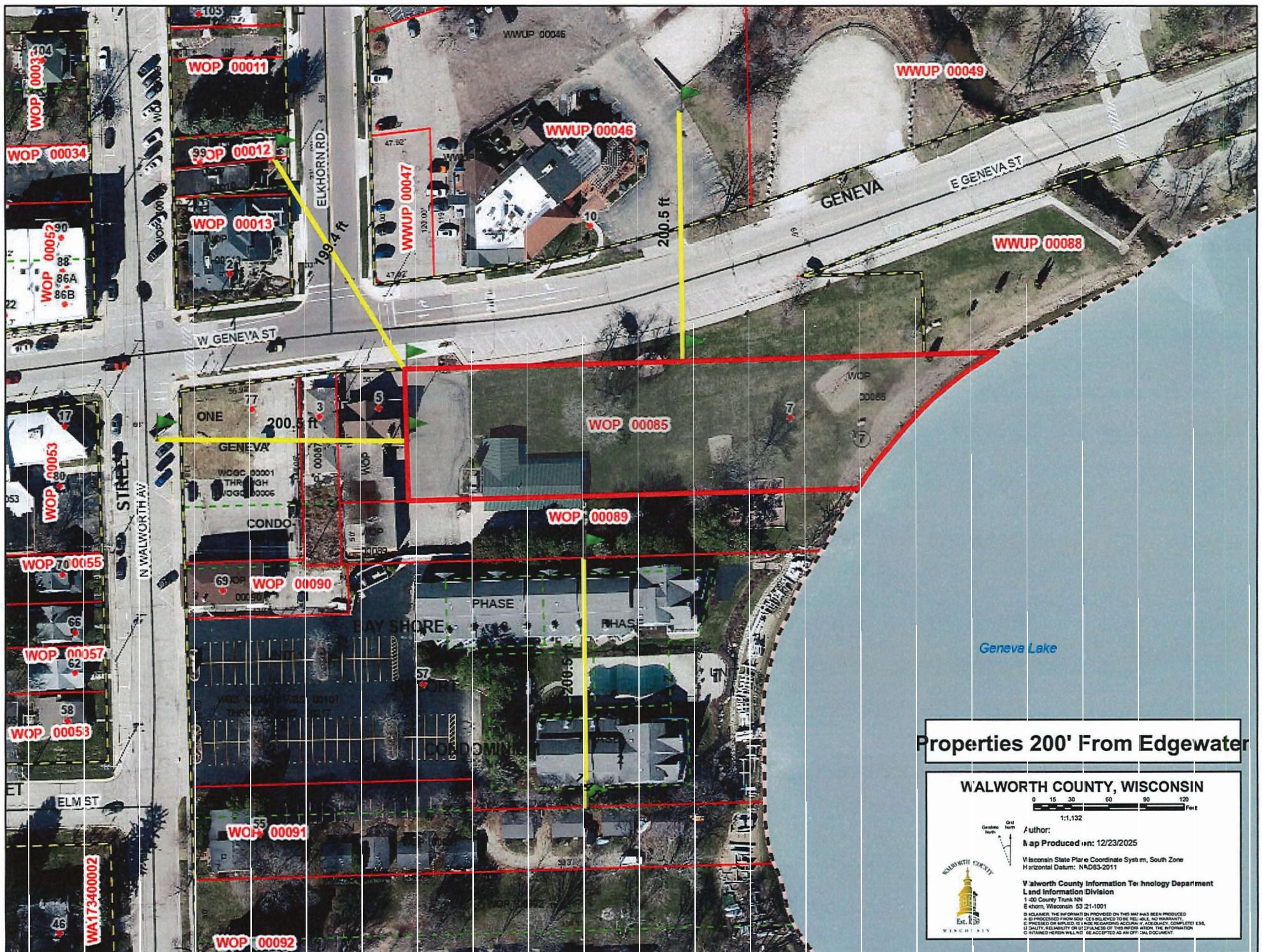


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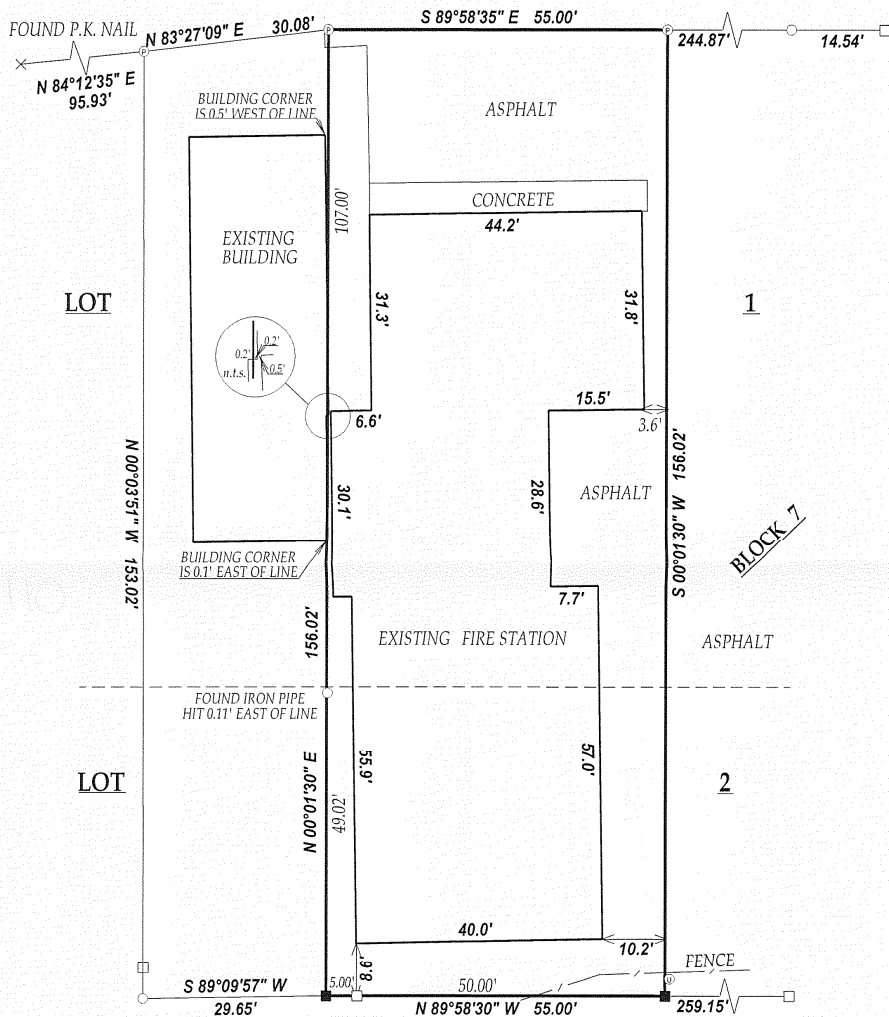
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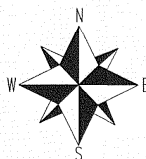


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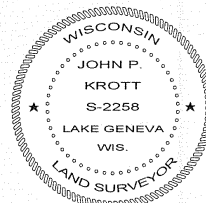
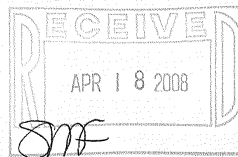
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John P. Krott
JOHN KROTT S-2258
Wisconsin Registered Land Surveyor
(original if signed in red)

WOP-80

01-2203

PLAN COMMISSION RESOLUTION NO. R- _____ - 26
RESOLUTION RECOMMENDING APPROVAL OF FINAL DEVELOPMENT PLAN

WHEREAS, Topography Hospitality, LLC, a Limited Liability Company (Topography), filed an application to rezone Tax Key Parcel EW 200020 from AH Agricultural Holding District to P & I Public and Institutional District and to rezone Tax Key Parcels WWUP 00011, WGT 00010, WGT 00009, WA 499800002 and EW 200020, as more specifically described in the attached Exhibit A (Development Property), to add a PDO Planned Overlay District to the Development Property; and

WHEREAS, the Village Board of the Village of Williams Bay (Village Board) did, by ordinance adopted 3/17/2025, rezone Tax Key Parcel EW 200020 from AH Agricultural Holding District to P & I Public and Institutional District and subsequently zone the Development Property with a PDO Planned Development Overlay District on the P & I Public and Institutional District zoning, subject to the terms set forth in the GDP application dated 01/13/2025, revised 02/27/2025 for Topography The Preserve at Williams Bay, including Appendix I and the Preliminary Tree Inventory, Protection and Removal Analysis, prepared by Teska dated 02/10/2025, as updated on 02/26/2025, with revised corrected sheets and further conditioned upon approval of the Final Development Plan and compliance with the Engineer Review; and

WHEREAS, by Resolution adopted on March 17, 2025, the Village Board did approve the Development Agreement which governs the terms of the development of the Development Property; and

WHEREAS, by Resolution dated April 21, 2025, the Village Board did approve the Contract for Construction of Public Works Improvements for the Development Property, which contract governs the obligations of the Village and Developer in the development of the public infrastructure on the Development Property; and

WHEREAS, after Topography acquired ownership of the Development Property, as well as all rights and obligations under the GDP, Development Agreement and Contract for Construction of Public Works, Williams Bay Property Company, LLC, a Delaware limited liability company (developer), did acquire ownership of the Development Property as well as all rights and obligations under the GDP, Development Agreement and Contract for Construction of Public Works; and

WHEREAS, prior to proceeding with the development of the Development Property, the Final Development Plan (FDP) for the Development Property must be approved by the Village Plan Commission and the Village Board for the Village before development of the Development Property can proceed; and

WHEREAS, the Village Zoning Administrator and Village Staff, including the Village Engineer, have reviewed the proposed FDP, and the Village Zoning Administrator having made a report on same to the Village Plan Commission; and

WHEREAS, the Village Plan Commission having reviewed the proposed FDP and considered the report of the Village Zoning Administrator, and having found that the criteria of Section 390-0709 I. of the Code of Ordinances have been properly addressed and met, that the public benefits of the proposed development as addressed in the FDP outweigh any and all potential impacts of the proposed FDP.

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

That the Final Development Plan as presented by the Williams Bay Property Company, LLC, a Delaware Limited Liability Company, as developer and owner of the Development Property, as submitted on January 16, 2026, is recommended for approval by the Village Board of the Village of Williams Bay.

Approved by the Plan Commission of the Village of Williams Bay this _____ day of _____, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Plan Commission Chair

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: _____

RESOLUTION NO. R-01-26

PLAN COMMISSION RESOLUTION RECOMMENDING APPROVAL OF TOPOGRAPHY (THE PRESERVE) FINAL DEVELOPMENT PLAN (FDP)

WHEREAS, Topography Hospitality, LLC, a Limited Liability Company (Topography), filed an application to rezone Tax Key Parcel EW 200020 from AH Agricultural Holding District to P & I Public and Institutional District and to rezone Tax Key Parcels WWUP 00011, WGT 00010, WGT 00009, WA 499800002 and EW 200020, as more specifically described in the attached Exhibit A (Development Property), to add a PDO Planned Overlay District to the Development Property; and

WHEREAS, the Village Board of the Village of Williams Bay (Village Board) did, by ordinance adopted 3/17/2025, rezone Tax Key Parcel EW 200020 from AH Agricultural Holding District to P & I Public and Institutional District and subsequently zone the Development Property with a PDO Planned Development Overlay District on the P & I Public and Institutional District zoning, subject to the terms set forth in the GDP application dated 01/13/2025, revised 02/27/2025 for Topography The Preserve at Williams Bay, including Appendix I and the Preliminary Tree Inventory, Protection and Removal Analysis, prepared by Teska dated 02/10/2025, as updated on 02/26/2025, with revised corrected sheets and further conditioned upon approval of the Final Development Plan and compliance with the Engineer Review; and

WHEREAS, by Resolution adopted on March 17, 2025, the Village Board did approve the Development Agreement which governs the terms of the development of the Development Property; and

WHEREAS, by Resolution dated April 21, 2025, the Village Board did approve the Contract for Construction of Public Works Improvements for the Development Property, which contract governs the obligations of the Village and Developer in the development of the public infrastructure on the Development Property; and

WHEREAS, after Topography acquired ownership of the Development Property, as well as all rights and obligations under the GDP, Development Agreement and Contract for Construction of Public Works, Williams Bay Property Company, LLC, a Delaware limited liability company (developer), did acquire ownership of the Development Property as well as all rights and obligations under the GDP, Development Agreement and Contract for Construction of Public Works; and

WHEREAS, prior to proceeding with the development of the Development Property, the Final Development Plan (FDP) for the Development Property must be approved by the Village Plan Commission and the Village Board for the Village before development of the Development Property can proceed; and

WHEREAS, the Village Zoning Administrator and Village Staff, including the Village Engineer, have reviewed the proposed FDP, including supporting documentation listed on "Exhibit B" attached hereto, which is incorporated into the FDP, and the Village Zoning Administrator having made a report on same to the Village Plan Commission; and

WHEREAS, the Village Plan Commission having reviewed the proposed FDP, including supporting documentation listed on Exhibit B attached hereto, which is incorporated into the FDP, and considered the report of the Village Zoning Administrator, and having found that the criteria of Section 390-0709 I. of the Code of Ordinances have been properly addressed and met, that the public benefits of the proposed development as addressed in the FDP outweigh any and all potential impacts of the proposed FDP.

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

That the Final Development Plan, including supporting documentation listed on “Exhibit B” attached hereto, which is incorporated into the FDP, as presented by the Williams Bay Property Company, LLC, a Delaware Limited Liability Company, as developer and owner of the Development Property, as submitted on January 16, 2026, is recommended for approval by the Village Board of the Village of Williams Bay.

Approved by the Plan Commission of the Village of Williams Bay this ____ day of _____, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Plan Commission Chair

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: _____

EXHIBIT "A"
Legal Description

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-Fortana 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 21.83 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 189.81 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, 135.79 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 380.00 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-Fortana 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-Fortana 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 58 of Grand Terrace Subdivision located 25.00 feet East of the Northwest corner of said Lot 58; thence S 1° 00' W 162.38 feet to a concrete monument located on the South line of said Lot 58; 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 48° 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 858 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-Fortana 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:



EXHIBIT "A"
Legal Description

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° 06' 30" W along the west line of said Lot 14, 60.00 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 88° 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 Southerly 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 Southerly 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

EXHIBIT "A"
Legal Description

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, 1882 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:

Outlet 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1063121, 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 5:

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

The Preserve Development - Final Development Plan (FDP) Documentation List

Project: Preserve Final Development Plan (FDP) Exhibits List			2/10/2026
Common Name: Topography The Preserve at Williams Bay, Geneva Lake, WI (Former George Williams/Aurora University Campus)			
Applicant: Williams Bay Property Company LLC			
Title	Author	# Pages	Date
Zoning Administrator Review - FPD (Final Development Plan); Includes the following reviews and applications	Allison Schwark - Municipal Code	40	1/22/2026
Village Planner Review - PDO	Sonja Kruessel - Vandewalle Associates	Incl.	1/20/2026
Village Planner Review - FDP	Sonja Kruessel - Vandewalle Associates	Incl.	1/22/2026
Village Engineer Review - FPD - Conditional Approval	Doug Snyder - Baxter Woodman	Incl.	1/22/2026
Zoning Application - Planned Development Overlay (PDO)	Williams Bay Property Company LLC	Incl.	1/5/2026
Zoning Application - Certified Survey Map (CSM) - 4 Lot	Williams Bay Property Company LLC	Incl.	1/5/2026
Zoning Application - Certified Survey Map (CSM) - 1 Lot	Williams Bay Property Company LLC	Incl.	1/5/2026
Zoning Application - Preliminary Plat	Williams Bay Property Company LLC	Incl.	1/5/2026
Zoning Application FDP - The Preserve at Williams Bay, Geneva Lake, WI	Williams Bay Property Company LLC	Incl.	1/5/2026
General Development Plan (GDP) vs. FDP table comparison	Williams Bay Property Company LLC	1	NA
Architecture - The Preserve at Williams Bay	Lake Geneva Architects Studio of Jason R Bernard	96	12/31/2025
Paving Materials and Site Amenities Example Boards	Teska Associates	5	Jan-26
The Preserve at Williams Bay - Lighting Fixtures Cut Sheets	Enterprise Lighting LTD	26	12/26/2025
The Preserve at Williams Bay - Site Lighting Layout	Enterprise Lighting LTD	1	1/15/2026
The Preserve - Landscape Ordinance Summary	Teska Associates	6	1/5/2026
The Preserve at Williams Bay - Landscape Plans for FDP	Teska Associates	32	1/5/2026
The Preserve at Williams Bay - Tree Inventory, Protection and Removal Analysis	Teska Associates	45	12/31/2025
Village Engineer Conditional Approval with Private Site Development Plan and Public Site Development Plan	Doug Snyder - Baxter Woodman	177	1/21/2026
The Preserve at Williams Bay Stormwater Management Plan (SMP) - Project Number 24.005	Lynch and Associates Engineering Consultants LLC	300	10/15/2025
Declaration of Utility Easement with Exhibits - Between Williams Bay Property Company LLC and Village of William	Reviewed by Village Attorney Schroeder	17	NA
Preserve Vacation Exhibits:	Lynch and Associates Engineering Consultants LLC	6	1/5/2026
West End Constance, Survey Number 24.005	Lynch and Associates Engineering Consultants LLC	1	1/5/2026
Grand View Avenue (aka N. Lakeshore Drive)	Lynch and Associates Engineering Consultants LLC	1	12/29/2025
Circle Drive	Lynch and Associates Engineering Consultants LLC	1	1/2/2026
Constance Boulevard (west of Circle Drive)	Lynch and Associates Engineering Consultants LLC	1	1/2/2026
Outing Street (west of Circle Drive)	Lynch and Associates Engineering Consultants LLC	1	12/23/2026
The Preserve A Condominium - Preliminary Plat Application	Lynch and Associates Engineering Consultants LLC	2	1/5/2026
Declaration of Covenants, Conditions and Restrictions for The Preserve A Condominium	Richard F. Davis, Esq. - Greenberg Traurig, LLP	74	NA
		833	

RESOLUTION NO. R-02-26
PLAN COMMISSION RESOLUTION RECOMMENDING APPROVAL OF
PRELIMINARY 1 LOT CERTIFIED SURVEY MAP
(Topography – The Preserve Development)

WHEREAS, Topography Property Holdings, LLC filed an application for a certified survey map to create one (1) lot within a development referred to as The Preserve, located in the Village of Williams Bay (Village), which property is specifically described in the preliminary certified survey map, attached as Exhibit A (1 lot CSM); and

WHEREAS, after the filing of said application, Williams Bay Property Company, LLC, a Delaware limited liability company (Developer), did acquire ownership of the 1 lot CSM property; and

WHEREAS, the preliminary 1 lot CSM having been reviewed by the Village Engineer and Village Zoning Administrator who have supplied their comments relative thereto to the Plan Commission of the Village including their comments concerning the related Final Development Plan for the subject property; and

WHEREAS, the Village Plan Commission having reviewed the proposed preliminary 1 lot CSM, and having considered the comments of the Village Engineer and Village Zoning Administrator, and based upon said review and consideration of those comments.

NOW, THEREFORE, the Plan Commission of the Village of Williams Bay hereby resolves as follows:

That it recommends to the Village Board of the Village of Williams Bay approval of the preliminary 1 lot CSM as submitted by applicant Williams Bay Property Company, LLC, conditioned upon addressing any comments of the Village Engineer and/or Village Zoning Administrator to the satisfaction of the Village Board.

Approved by the Plan Commission of the Village of Williams Bay this 11th day of February, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Chairperson

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: 02/11/2026

CERTIFIED SURVEY MAP NO. _____

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER/SUBDIVIDER:
TOPOGRAPHY PROPERTY
HOLDINGS, LLC
444 West Lake St. - Ste. 3450
Chicago, IL 60606

SURVEYOR:
RITCHIE P. WENZEL
5482 S. WESTRIDGE DR.
NEW BERLIN, WI 53151
Phone: (262) 402-5040
Email: rwenzel@lynch-engineering.com
Job #24.0005 - CSM A

SURVEYOR'S CERTIFICATE:

I RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 AND THE POINT OF BEGINNING.
THENCE SOUTH 88°40'29" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1336.03 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE NORTH 00°29'09" WEST, ALONG SAID WEST LINE, 1325.14 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 88°38'46" EAST, ALONG SAID NORTH LINE, 1334.54 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 00°33'02" EAST, ALONG SAID EAST LINE, 1325.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 AND THE POINT OF BEGINNING.

THE GROSS AREA OF SAID PARCEL CONTAINS 1,769,688 SQUARE FEET OR 40.63 ACRES OF LAND, MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF **REPRESENTATIVE:** REPRESENTATIVE OF TOPOGRAPHY PROPERTY HOLDINGS, LLC, OWNER OF SAID LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF LAND SURVEYED AND LAND DIVISION MADE THEREOF. THAT I HAVE FULLY COMPLIED WITH THE PROVISION OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE PLATTING ORDINANCE OF WALWORTH COUNTY AND THE VILLAGE OF WILLIAMS BAY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

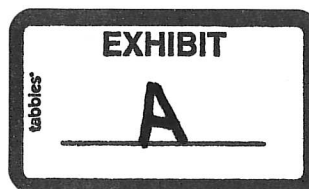
DATED THIS _____ DAY OF _____, 20_____.

RITCHIE P. WENZEL, PLS
PROFESSIONAL LAND SURVEYOR S-4027

PRELIMINARY
STAMP
SIGNATURE
DATE



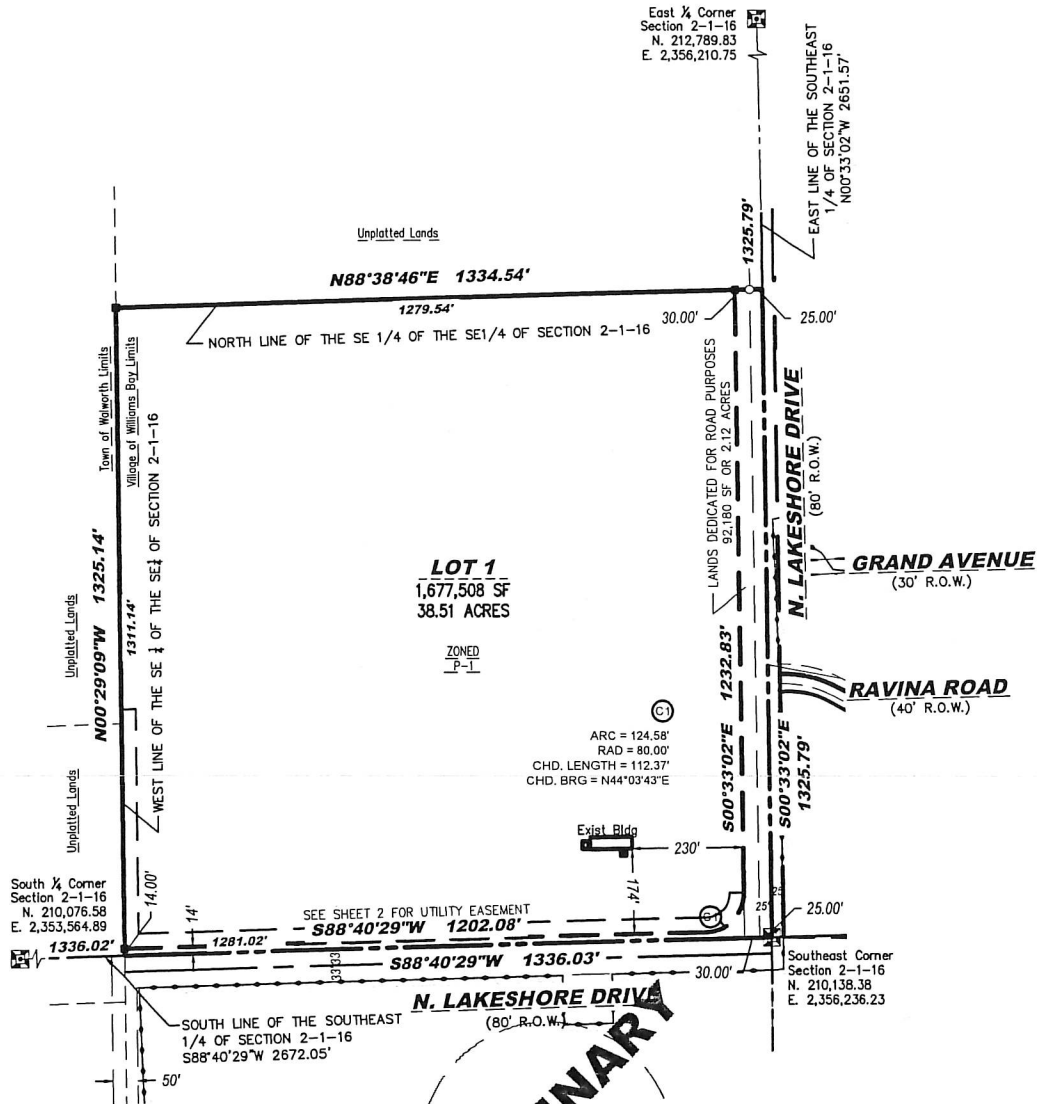
LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 03//2025
SHEET 1 OF 5

CERTIFIED SURVEY MAP NO. _____

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



NOTES:
A STORMWATER MANAGEMENT PLAN WILL BE
REQUIRED FOR ANY DEVELOPMENT OR
CONSTRUCTION THAT EXCEEDS 20,000 SQUARE FEET
IN IMPERVIOUS SURFACE SEPARATELY OR IN
AGGREGATE WITHIN 5 YEARS OF THE DATE OF THIS
MAP. ALL STATE, COUNTY, AND MUNICIPAL
STORMWATER REQUIREMENTS SHALL BE FOLLOWED.

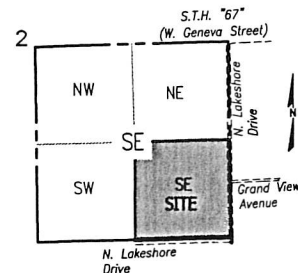
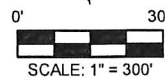


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Legend:

- Found Concrete Monument w/
Brass Cap
- Found 3/4" Iron Rod
- Found 1" Iron Pipe
- Set 3/4"x18" Iron Rod
Weighing 1.18 lbs/Ft

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83), Vertical Datum NAVD
1988, with the East line of the Southeast 1/4 of Section of 2-1-16, having an assumed bearing of South 0°33'02" East.



Date: 03//2025
SHEET 2 OF 5

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

UTILITY EASEMENT DETAIL

East ¼ Corner
Section 2-1-16
N. 212,789.83
E. 2,356,210.75

Town of Walworth Limits
Village of Williams Bay Limits

LOT 1

N89° 17' 28"E 30.00'

N0° 29' 09"W 503.04'
489.04'
S0° 29' 09"E 458.71'

30' WIDE UTILITY EASEMENT

S88° 40' 29"W 1336.03'

14.00'

SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2-1-16
S88° 40' 29"W 2672.05'

N. LAKESHORE DRIVE

(80' R.O.W.)

South ¼ Corner
Section 2-1-16
N. 210,076.58
E. 2,353,564.89

Southeast Corner
Section 2-1-16
N. 210,138.38
E. 2,356,236.23

30' R.O.W.

PLAT



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105 Map
(262) 402-5040

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83). Vertical Datum NAVD 1988, with the East line of the Southeast 1/4 of Section 2-1-16, having an assumed bearing of South 0°33'02" East.

Date: 03//2025
SHEET 3 OF 5

CERTIFIED SURVEY MAP NO. _____
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

As owner(s), I/we hereby certify that I/we have caused the lands described on this map to be surveyed, divided, dedicated and mapped and dedicated as represented on this map. I/we also certify that this map is required by section 236.10 or 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or object:

Village of Williams Bay

This _____ day of _____, 20____.

REPRESENTATIVE, Topography Property Holding, LLC

STATE OF ILLINOIS)
) SS
County of _____)

Personally came before me this _____ day of _____, 20____, the above named REPRESENTATIVE of Topography Property Holding, LLC to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name _____

Notary Public, _____ County, IL.

My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE:

Old Second National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the herein described lands, does hereby consent to the surveying, dividing, mapping, and dedication as described and represented on this map, and does consent to the certificate of _____, _____ of Topography Property Holding, LLC, owner of said lands.

IN WITNESS WHEREOF, the said Old Second National Bank has caused these presents to be signed by _____, its officer(s), at _____, _____ and its corporate seal to be affixed hereon this _____ day of _____, 20____.

Signature of Officer(s) Authorized to act as Agent of Bank

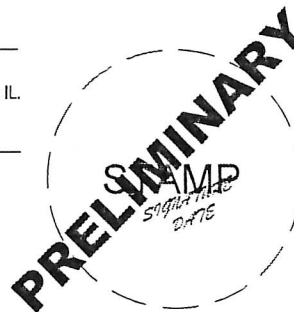
STATE OF ILLINOIS)
) SS
County of _____)

Personally came before me this _____ day of _____, 20____, the above named Officer(s) of Old Second National Bank, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same as such officers as the deed of said corporation by its authority.

Print Name _____

Notary Public, _____ County, IL.

My Commission Expires: _____




LYNCH & ASSOCIATES
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NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Date: 03//2025
SHEET 4 OF 5

CERTIFIED SURVEY MAP NO. _____
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20_____.

_____, Chairman Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

_____, Village Clerk Date: _____
Tina Kolls, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approved as of the day of _____, 20_____.

_____, Chairman Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

_____, Village Clerk Date: _____
Tina Kolls, Village Clerk


LYNCH & ASSOCIATES
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BURLINGTON, WI 53105
(262) 402-5040



Date: 03//2025
SHEET 5 OF 5

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION,
VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF
CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE
OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT
NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST
1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN
TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER/ SUBDIVIDER:
WILLIAMS BAY PROPERTY CO, LLC
111S Wacker Dr Suite 4960
Chicago, IL 60606

SURVEYOR:
RITCHIE P. WENZEL
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
Phone: (262) 402-5040
Email: rwenzel@lynch-engineering.com
Job #24.0005 - 4 LOT CSM

SURVEYOR'S CERTIFICATE:

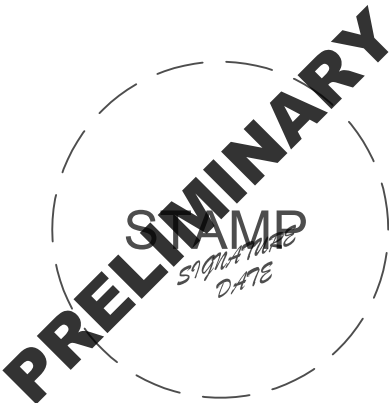
I RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING A LOCATED IN
BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN
GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998,
RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN
WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4,
SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE
NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN
TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF
WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, NOW BEING BOUND AND DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 1; THENCE
NORTH 88°39'52" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION,
25.00 FEET TO THE EAST RIGHT OF WAY OF NORTH LAKESHORE DRIVE AND THE POINT OF
BEGINNING.

THENCE NORTH 0°33'02" WEST, ALONG SAID EAST LINE, 2612.16 FEET; THENCE NORTH
42°53'27" EAST, 21.81 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST GENEVA STREET;
THENCE NORTH 87°14'37" EAST ALONG SAID SOUTH LINE, 170.37 FEET TO THE NORTHWEST
CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1198; THENCE SOUTH 00°30'25" EAST, 252.00
FEET; THENCE SOUTH 43°39'25" EAST, 66.58 FEET; THENCE SOUTH 70°44'38" EAST, 79.82 FEET;
THENCE NORTH 00°29'43" WEST, 30.02 FEET; THENCE NORTH 87°10'47" EAST, 15.01 FEET;
THENCE SOUTH 00°29'43" EAST, 351.76 FEET; THENCE NORTH 87°20'12" EAST, 360.01 FEET;
THENCE SOUTH 00°29'43" EAST, 590.75 FEET; THENCE SOUTH 87°12'17" WEST, 15.00 FEET;
THENCE SOUTH 00°29'43" EAST ALONG THE WEST LINE OF LOT 1 OF CERTIFIED SURVEY MAP
NO. 5185, 630.01 FEET; THENCE SOUTH 87°13'55" WEST ALONG THE NORTH LINE OF GRAND
AVENUE EXTENDED, 223.97 FEET; THENCE SOUTH 00°31'05" EAST ALONG THE WEST LINE OF
LOT 1 OF CERTIFIED SURVEY MAP NO. 4938 EXTENDED, 156.15 FEET; THENCE NORTH 87°13'55"
EAST, ALONG SAID LOT 1, 14.00 FEET; THENCE SOUTH 00°31'05" EAST, ALONG SAID LOT 1,
162.45 FEET TO THE NORTH LINE OF RAVINIA ROAD; THENCE 332.82 FEET ALONG AN ARC,
BEING THE BOUNDARY BETWEEN SAID LOT 1 AND RAVINIA ROAD, WITH A RADIUS POINT TO
THE SOUTHWEST, A RADIUS OF 400.00 FEET, AND A CHORD BEARING SOUTH 67°30'16" EAST,
323.30 FEET; THENCE NORTH 45°31'52" ALONG SAID LOT 1, 195.20 FEET TO A CORNER OF LOT 1
OF CERTIFIED SURVEY MAP NO. 5185; THENCE SOUTH 50°37'59" EAST, ALONG SAID LOT 1,
223.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CONSTANCE BLVD; THENCE
SOUTH 77°34'35" EAST, 78.87 FEET TO THE EAST CORNER OF OUTLOT 1 OF CERTIFIED SURVEY
MAP NO. 4998; THENCE NORTH 63°04'56" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF
CONSTANCE BLVD AND THE NORTH LINE OF SAID OUTLOT 1, 105.01 FEET;

SURVEYOR'S CERTIFICATE CONTINUED ON SHEET 2



Date: 1/5/2026
SHEET 1 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE CONTINUED:

THENCE SOUTH 13°51'07" EAST, ALONG THE EAST LINE OF SAID OUTLOT 1, 39.12 FEET; THENCE NORTH 76°09'09" EAST ALONG SAID CSM NO. 4998, 185.11 FEET; THENCE SOUTH 00°27'11" EAST ALONG SAID CSM NO 4998, 695.29 FEET TO A MEANDER LINE WHICH LIES 18.7 FEET MORE OR LESS NORTH 00°27'19" WEST OF THE SHORE OF GENEVA LAKE; THENCE SOUTH 60°16'21" WEST, ALONG SAID MEANDER LINE, 790.34 FEET TO A POINT THAT IS 21.3 FEET MORE OR LESS NORTH 29°30'05" WEST OF THE SHORE OF GENEVA LAKE; THENCE NORTH 29°30'05" WEST, 177.39 FEET; THENCE SOUTH 60°29'55" WEST, 15.75 FEET; THENCE NORTH 47°57'47" WEST, 45.00 FEET; THENCE SOUTH 60°29'55" WEST, 40 FEET TO THE EAST LINE OF LOT 8 IN GRAND TERRACE SUBDIVISION; THENCE NORTH 29°30'05" WEST, ALONG SAID EAST LINE, 154.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF OUTING STREET; THENCE NORTH 15°21'28" WEST, 20.06 FEET TO THE NORTH RIGHT OF WAY LINE OF OUTING STREET; THENCE SOUTH 77°04'43" WEST ALONG SAID NORTH LINE, 107.77 FEET; THENCE SOUTH 53°41'55" WEST ALONG SAID NORTH LINE, 179.97 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4226; THENCE NORTH 25°03'05" WEST ALONG THE EAST LINE OF SAID LOT 1 EXTENDED, 320.88 FEET TO THE NORTH RIGHT OF WAY LINE OF CONSTANCE AVENUE; THENCE SOUTH 62°01'22" WEST, ALONG SAID NORTH LINE 143.34 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE NORTH 0°08'06" WEST ALONG SAID WEST LINE, 253.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH LAKESHORE DRIVE; THENCE NORTH 88°39'51" EAST, ALONG SAID SOUTH LINE, 25.01 FEET TO THE SOUTHEAST CORNER OF NORTH LAKESHORE DRIVE; THENCE NORTH 0°08'16" WEST, ALONG THE EAST LINE OF SAID NORTH LAKESHORE DRIVE, 66.01 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1 AND TO THE POINT OF BEGINNING. INCLUSIVE OF LANDS LYING BETWEEN SAID MEANDER LINE AND THE SHORE OF GENEVA LAKE BY THE EXTENSION OF PROPERTY LINES. EXCLUSIVE OF RIGHT OF WAY FOR THE PUBLIC FOR RAVINIA ROAD AND CONSTANCE BOULEVARD.

THE GROSS AREA OF SAID PARCEL CONTAINS 2,380,550 SQUARE FEET OR 54.65 ACRES OF LAND, MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF WILLIAMS BAY PROPERTY CO, LLC, OWNER OF SAID LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF LAND SURVEYED AND LAND DIVISION MADE THEREOF. THAT I HAVE FULLY COMPLIED WITH THE PROVISION OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE PLATTING ORDINANCE OF THE VILLAGE OF WILLIAMS BAY IN SURVEYING, DIVIDING AND MAPPING SAME.

DATED THIS _____ DAY OF _____, 20_____.

RITCHIE P. WENZEL, PLS
PROFESSIONAL LAND SURVEYOR S-4027


LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

PRELIMINARY
STAMP
SIGNATURE
DATE

Legend: _____

-  Found Concrete Monument (unless noted otherwise)
-  Found 1" Iron Pipe
-  Found Iron Rod
-  Found PK Nail
-  Found Chiseled Cross
-  Set Chiseled Cross
-  Set 3/4"x18" Iron Rod Weighing 1.18 lbs/Ft
-  Set PK Nail in Pavement
-  Existing Building
-  Existing Building to be razed

Date: 1/5/2026
SHEET 2 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

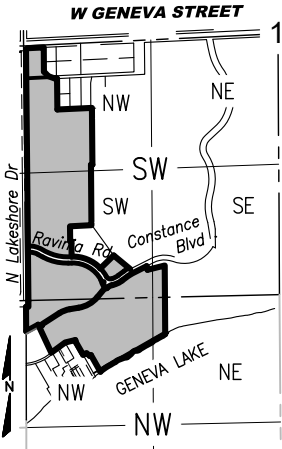
West 1/4 Corner
Section 1-1-16
N. 212,789.83
E. 2,356,210.75
Found Limestone
Monument w/ cap

INITIAL Tax Key Nos. WWUP 00011, WGT
00009, WA499800002

W GENEVA STREET

THIS CERTIFIED SURVEY MAP IS TO
REMAIN PRELIMINARY AND IS
DEPENDANT ON SEVERAL PENDING
RIGHT OF WAY VACATIONS.

- Table of Details:
- SHEET 4 - LOT 1
 - SHEET 5 - LOT 2
 - SHEET 6 - LOT 3
 - SHEET 7 - LOT 4
 - SHEET 8 - RAVINIA ROAD
 - SHEET 9 - ACCESS EASEMENT
ALONG VACATED CONSTANCE
 - SHEET 10 - UTILITY & ACCESS
EASEMENTS
 - SHEET 11 - SURVEYOR'S NOTES
LINE & CURVE TABLES
 - SHEET 12 - OWNER'S CERTIFICATE
 - SHEET 13 - APPROVALS SHEET



12
VICINITY MAP
SW 1/4 Section 1-1-16
N 1/2 NW 1/4 Section 12-1-16
SCALE: 1" = 2000'

WEST LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-12
N. 33°02'W 2651.60'

LOT 1
1,104,626 SqFt
25.36 ACRES

Lot 1
CSM #5185

LOT 3
38,686 SqFt
0.89 ACRES

Lot 1
CSM #4938

LOT 2
405,929 SqFt
9.32 ACRES

Lot 1
CSM #4998

N88°39'52"E 2640.83'
SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 1-1-12

NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-12

Southwest Corner
Section 1-1-16
N. 210,138.38
E. 2,356,236.23

LOT 4
790,946 SqFt
18.16 ACRES

Lot 1
CSM #4226

GENEVA LAKE

0' 400'
SCALE: 1" = 400'

South 1/4 Corner
Section 1-1-16
N. 210,199.94
E. 2,358,876.35

PRELIMINARY
SIGNATURE
DATE



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151

440 MILWAUKEE AVENUE
BURLINGTON, WI 53105

(262) 402-5040

Notes:
Per the National Flood Insurance Program, Flood Insurance Rate Map No. 55127C0308D, Effective Date October 2nd 2009 reports the Flood Zone as AE with Flood Elevation to be 865.
APPROXIMATE ORDINARY HIGH WATER MARK - FOR REFERENCE ONLY PER STATE STATUTE 236.025

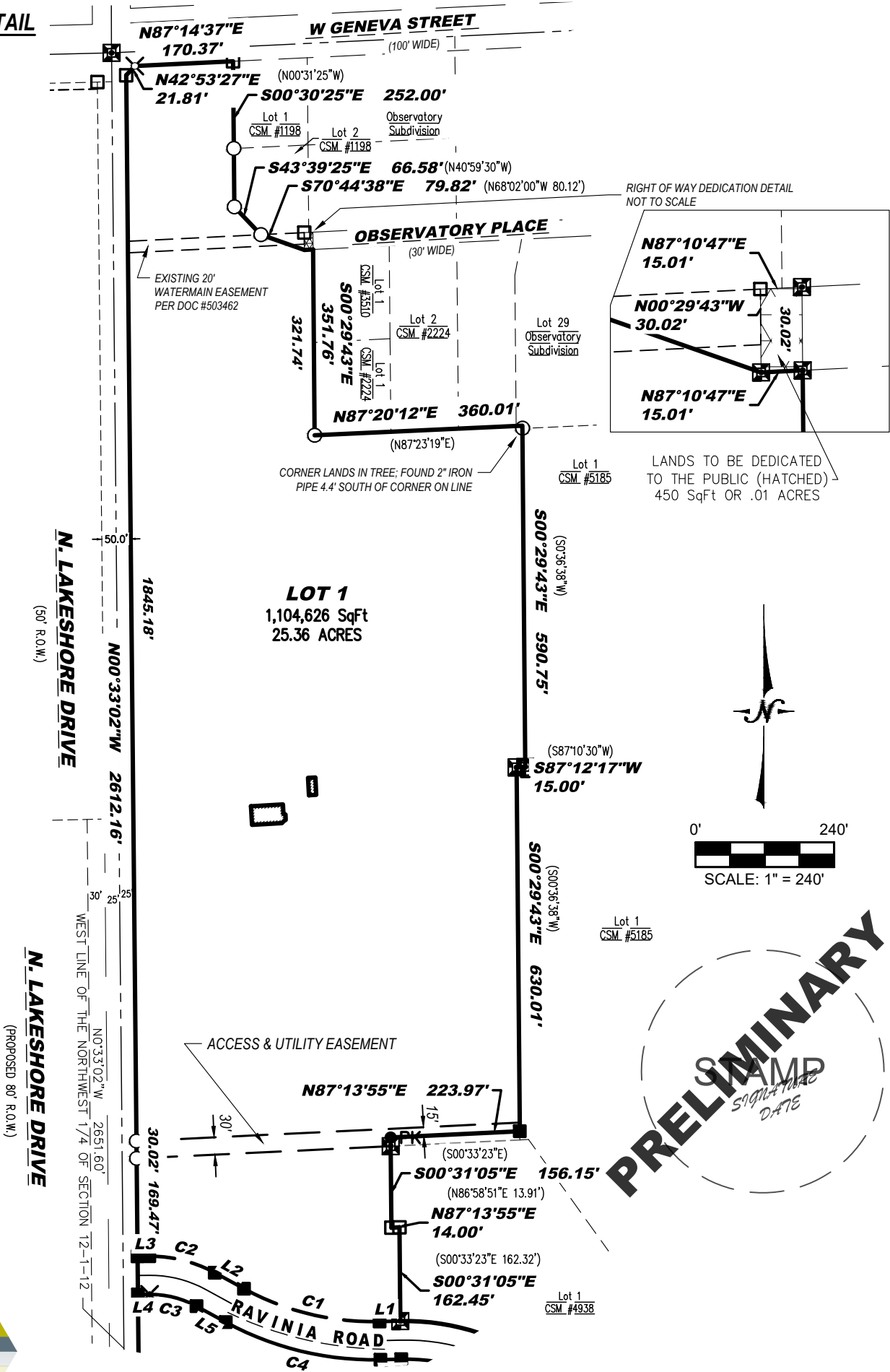
"ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION."

Date: 1/5/2026
SHEET 3 OF 13

CERTIFIED SURVEY MAP NO. _____

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LOT 1 DETAIL

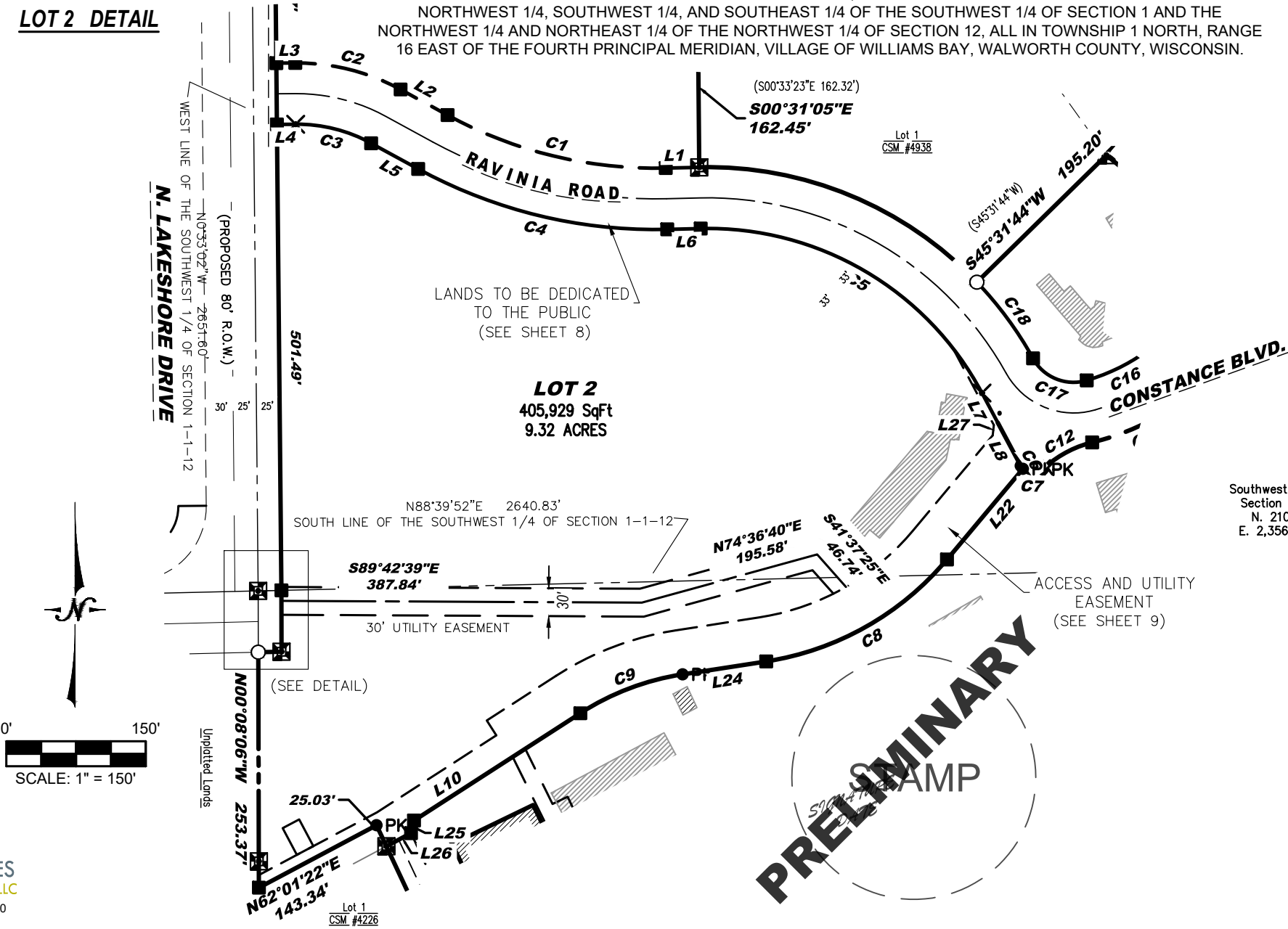


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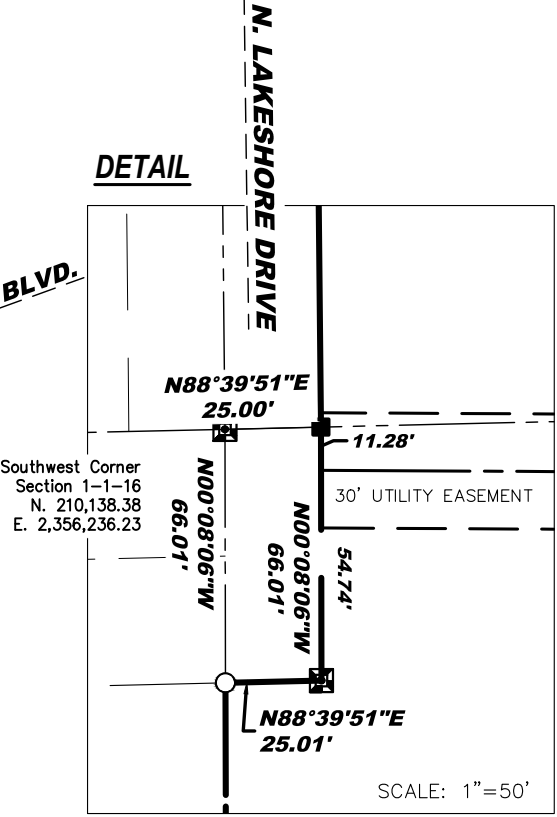
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LOT 2 DETAIL



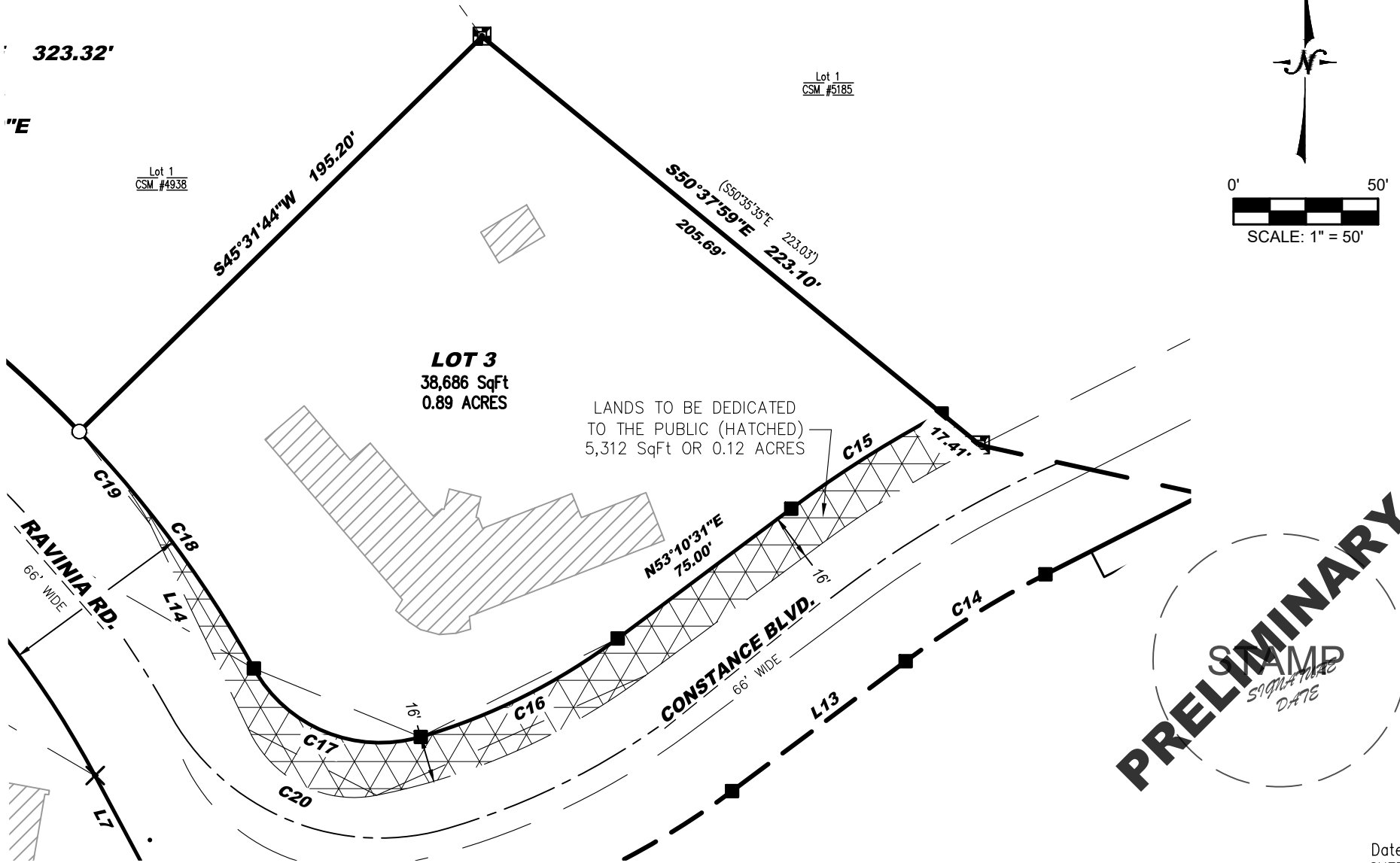
DETAIL



CERTIFIED SURVEY MAP NO. _____

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LOT 3 DETAIL



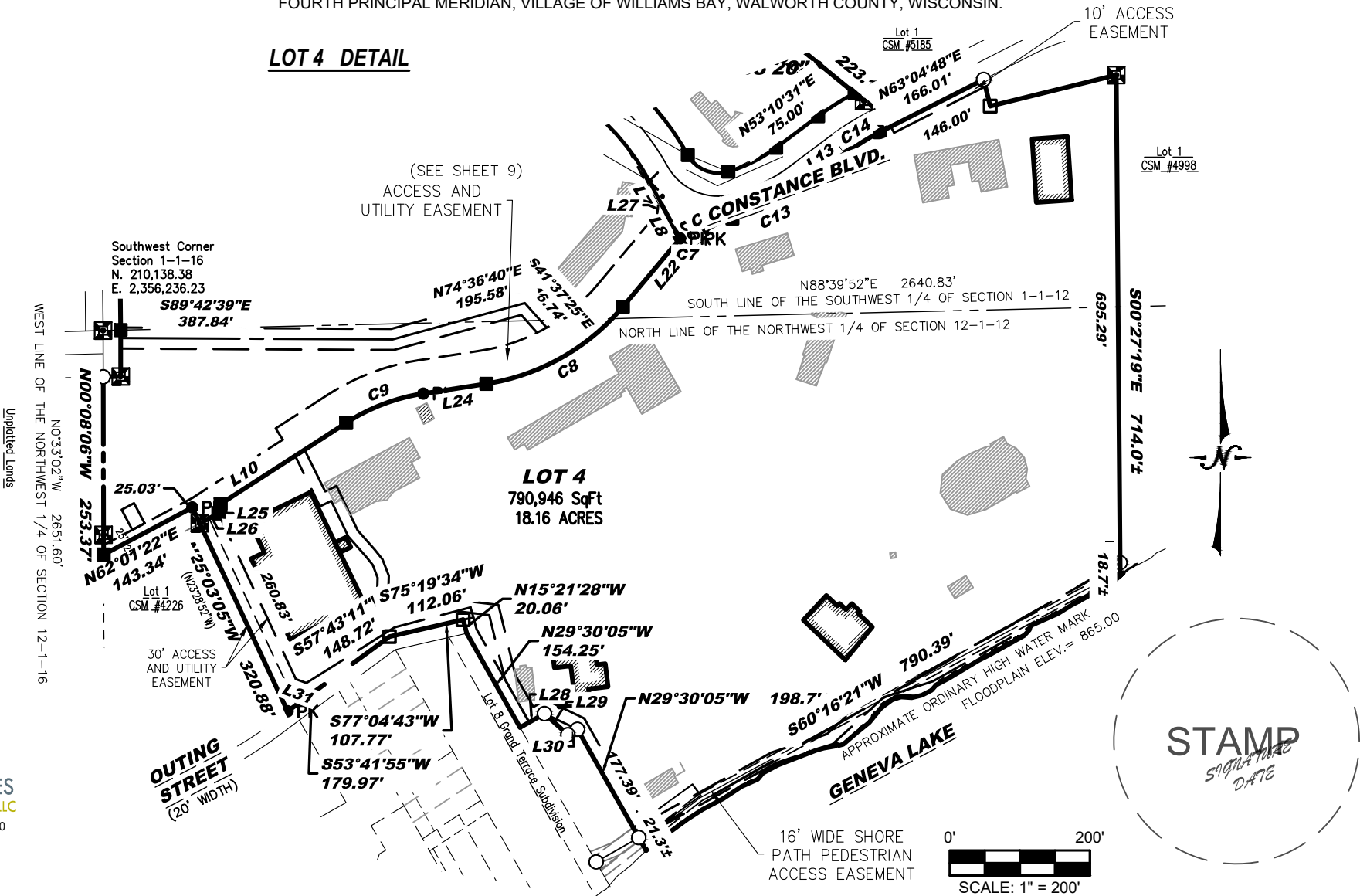

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
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Date: 1/5/2026
SHEET 6 OF 13

CERTIFIED SURVEY MAP NO. _____

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LOT 4 DETAIL

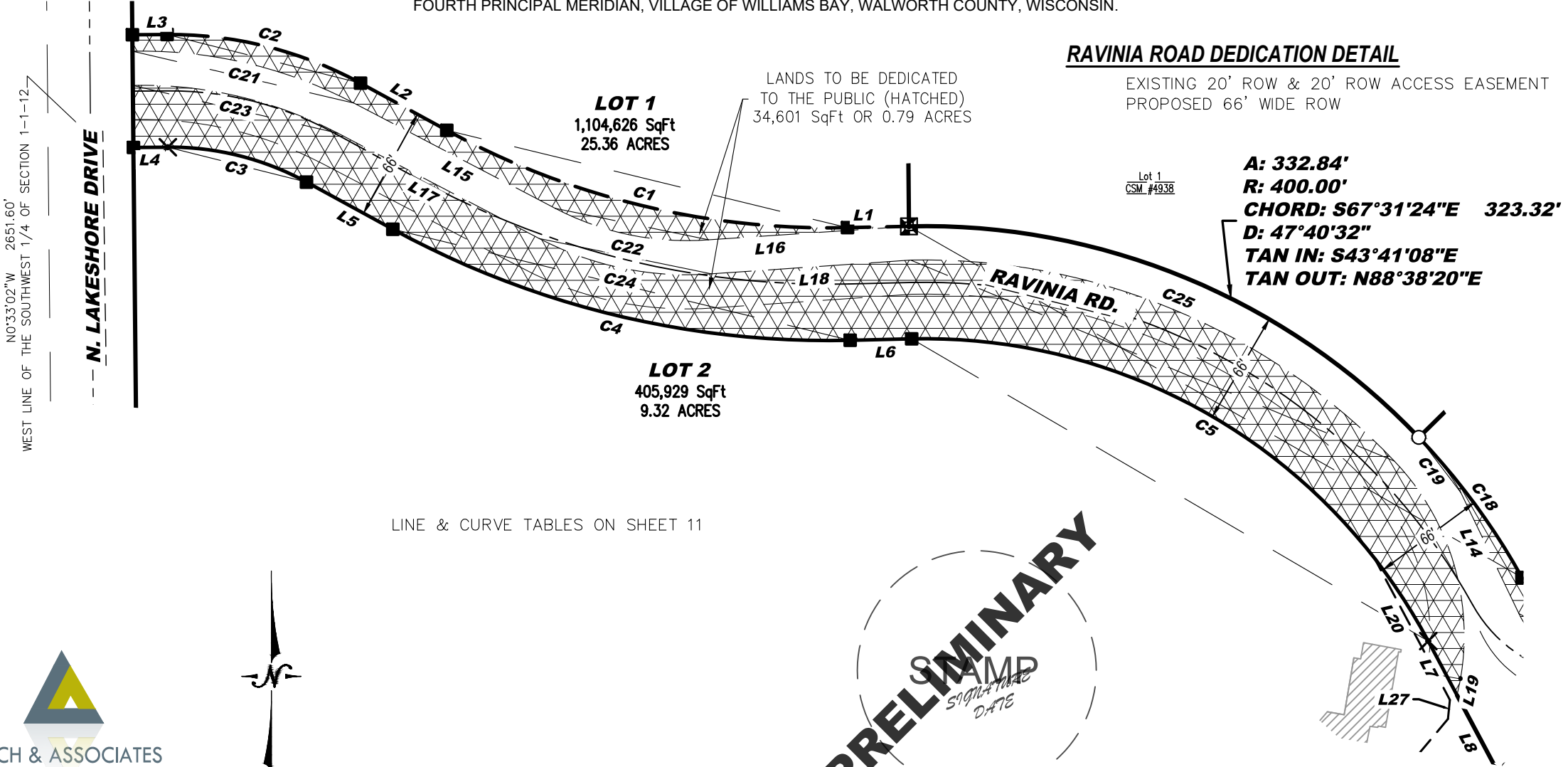



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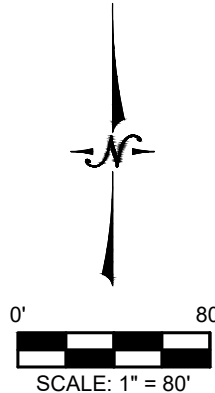
Date: 1/5/2026
SHEET 7 OF 13

CERTIFIED SURVEY MAP NO. _____

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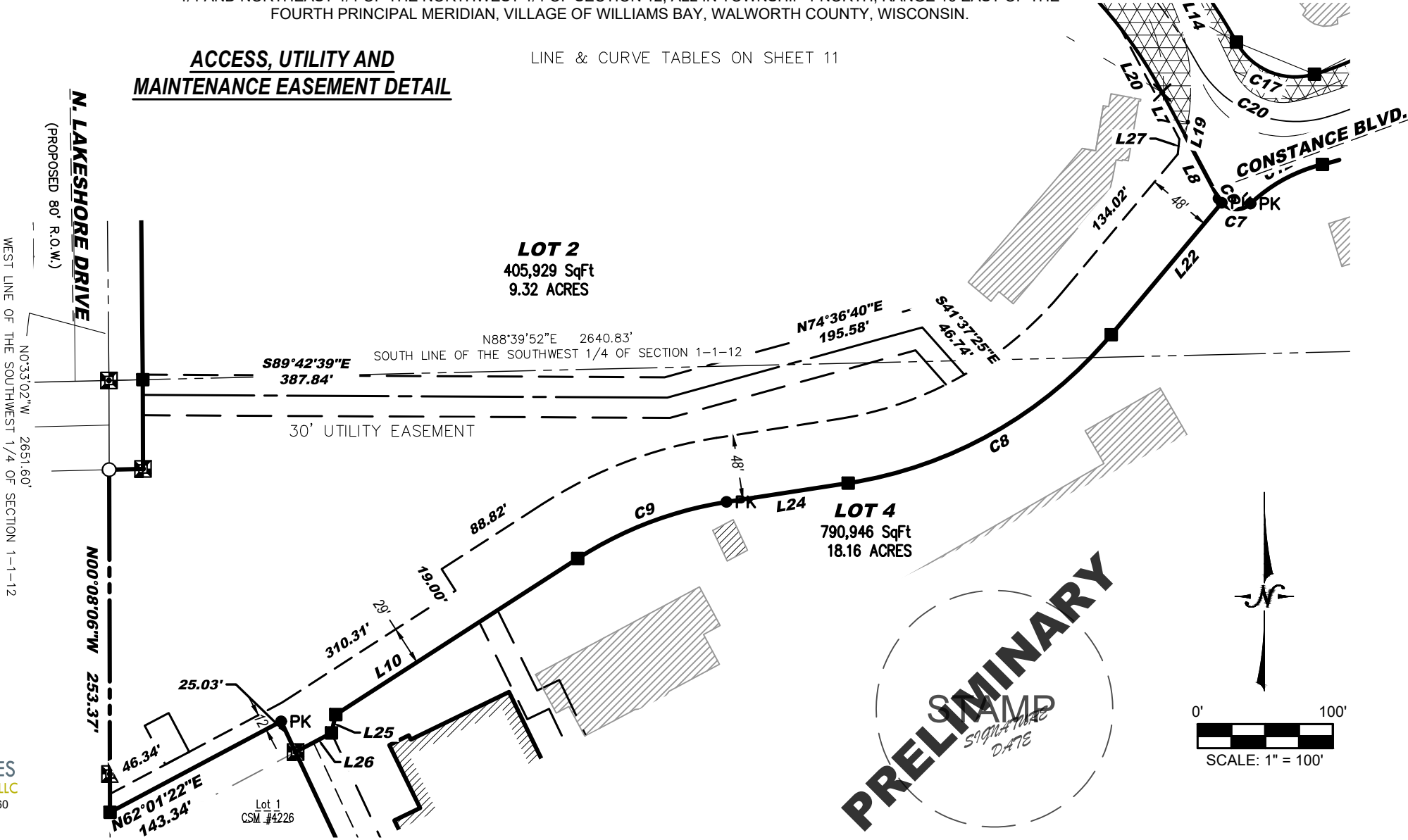


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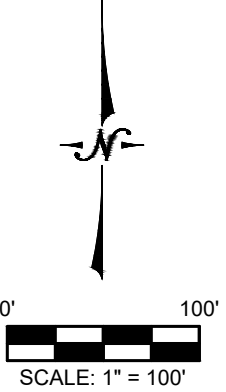
**ACCESS, UTILITY AND
MAINTENANCE EASEMENT DETAIL**

LINE & CURVE TABLES ON SHEET 11




LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
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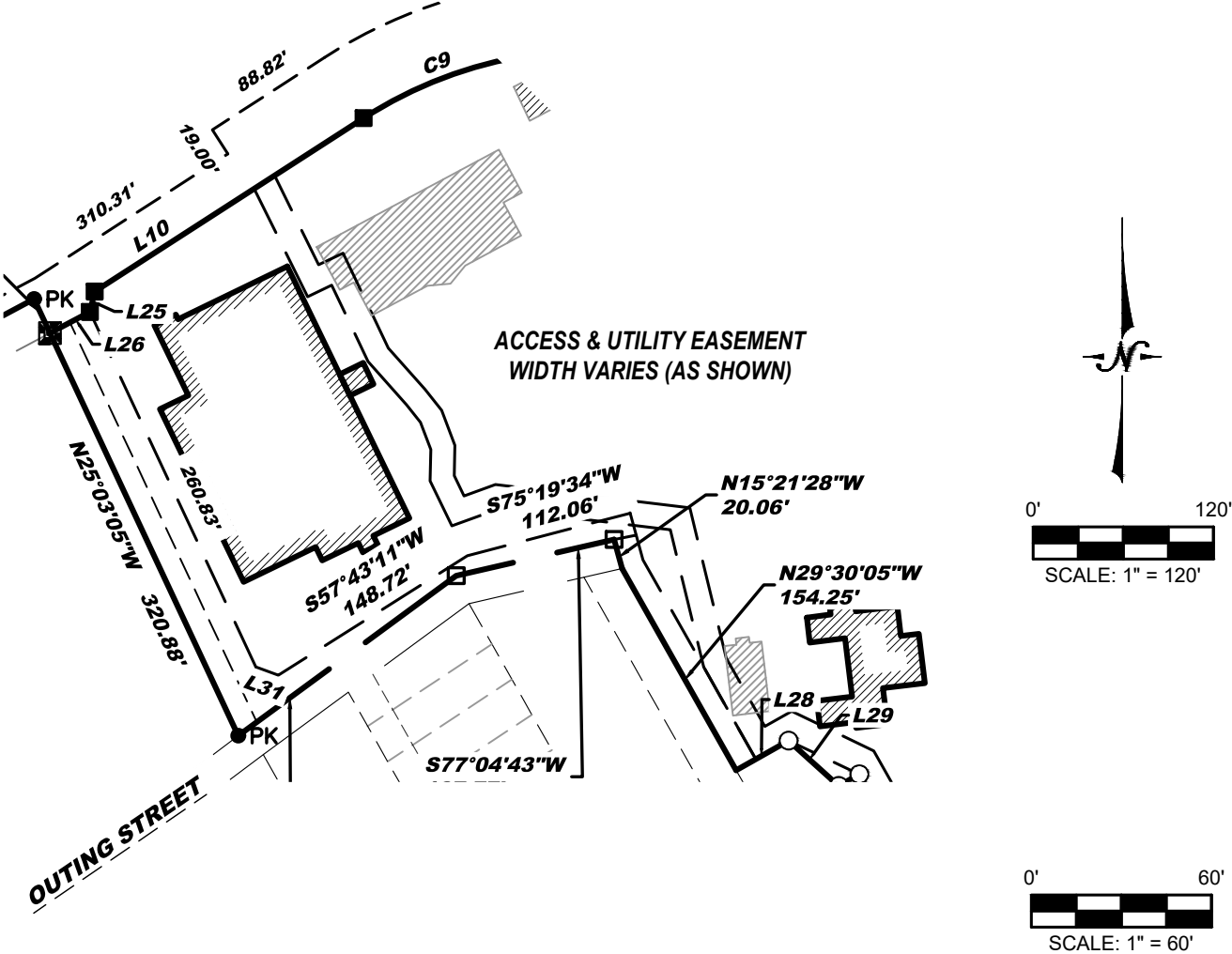
PRELIMINARY
SWAMP
SIGNATURE
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CERTIFIED SURVEY MAP NO. _____

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EASEMENT DETAIL PART A

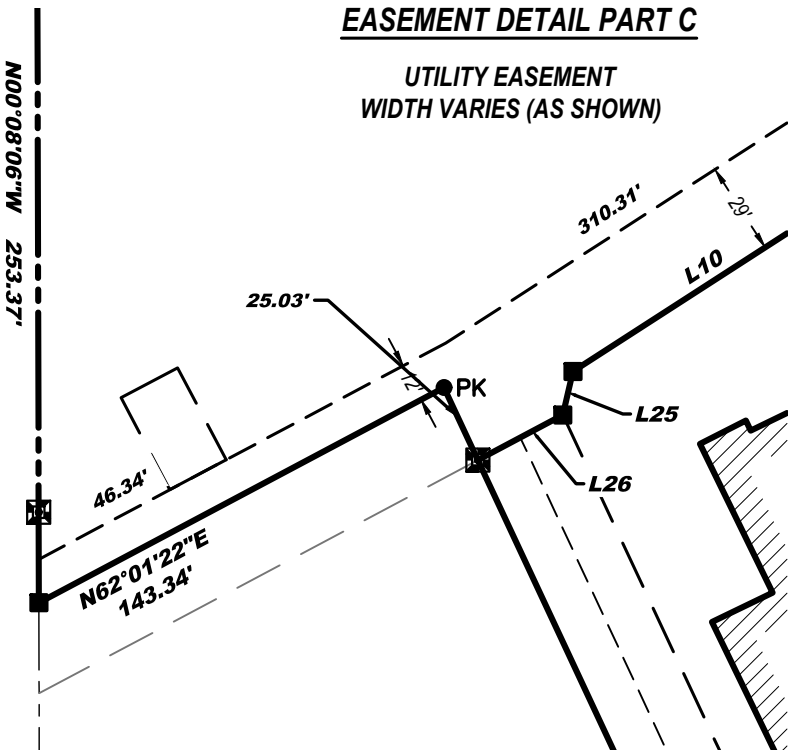


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SIGNATURE
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NEW BERLIN, WI 53151
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EASEMENT DETAIL PART C

UTILITY EASEMENT
WIDTH VARIES (AS SHOWN)



Date: 1/5/2026
SHEET 10 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

CURVE & LINE TABLES

CURVE TABLE						
CURVE #	LENGTH	RADIUS	CHORD	DELTA	BEARING IN	BEARING OUT
C1	244.37'	467.00'	S76° 21' 32"E 241.59'	029°58'53"	S61°22'05"E	N88°39'02"E
C2	118.11'	233.00'	N75° 53' 24"W 116.85'	029°02'38"	N61°22'05"W	S89°35'17"W
C3	84.65'	167.00'	N75° 53' 24"W 83.75'	029°02'38"	N61°22'05"W	S89°35'17"W
C4	278.91'	533.00'	S76° 21' 32"E 275.73'	029°58'53"	S61°22'05"E	N88°39'02"E
C5	369.12'	334.00'	N59° 41' 23"W 350.62'	063°19'11"	N28°01'47"W	S88°39'02"W
C6	3.93'	15.00'	S35° 32' 24"E 3.92'	015°01'13"	S28°01'47"E	S43°03'00"E
C7	23.71'	15.00'	S88° 20' 22"E 21.32'	090°34'44"	S43°03'00"E	N46°22'16"E
C8	228.23'	317.00'	N60° 33' 50"E 223.33'	041°15'02"	N81°11'21"E	N39°56'19"E
C9	118.59'	283.00'	S69° 11' 04"W 117.72'	024°00'33"	S81°11'21"W	S57°10'48"W
C12	61.26'	117.00'	S61° 22' 12"W 60.56'	029°59'53"	S76°22'09"W	S46°22'16"W
C13	113.35'	280.00'	N64° 46' 20"E 112.57'	023°11'38"	N76°22'09"E	N53°10'31"E
C14	57.06'	329.08'	S58° 08' 08"W 56.99'	009°56'04"	S63°06'11"W	S53°10'06"W
C15	61.65'	396.00'	S57° 38' 07"W 61.59'	008°55'11"	S62°05'42"W	S53°10'31"W
C16	76.59'	214.00'	N63° 25' 42"E 76.18'	020°30'22"	N73°40'53"E	N53°10'31"E
C17	67.44'	50.00'	S67° 40' 52"E 62.44'	077°16'30"	S29°02'36"E	N73°40'53"E
C18	102.11'	400.01'	N36° 22' 20"W 101.83'	014°37'34"	N29°03'34"W	N43°41'07"W
C19	40.68'	156.07'	N37° 19' 32"W 40.56'	014°56'02"	N29°51'31"W	N44°47'33"W
C20	53.69'	40.00'	S62° 47' 58"E 49.75'	076°54'09"	S24°20'53"E	N78°44'58"E
C21	134.61'	267.17'	N76° 50' 09"W 133.19'	028°52'07"	N62°24'06"W	S88°43'47"W
C22	92.93'	166.40'	S78° 25' 56"E 91.73'	031°59'54"	S62°25'59"E	N85°34'07"E
C23	124.79'	247.17'	N76° 51' 54"W 123.47'	028°55'36"	N62°24'06"W	S88°40'18"W
C24	104.30'	186.40'	S78° 24' 06"E 102.94'	032°03'34"	S62°22'19"E	N85°34'07"E
C25	315.97'	380.00'	N67° 27' 30"W 306.94'	047°38'28"	N43°38'15"W	S88°43'16"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°47'27"W	36.02'
L2	N61°22'05"W	57.62'
L3	S89°35'17"W	20.35'
L4	S89°35'17"W	20.19'
L5	N61°22'05"W	57.62'
L6	N88°39'02"E	36.02'
L7	N28°01'47"W	35.98'
L8	N28°01'47"W	52.87'
L10	N57°10'48"E	212.96'
L13	N53°10'31"E	75.00'
L14	N25°37'21"W	78.66'
L15	N62°24'06"W	133.17'
L16	N86°09'32"E	117.63'
L17	N62°24'06"W	132.98'
L18	S86°03'37"W	117.02'
L19	S11°44'59"W	9.80'
L20	N28°01'47"W	94.02'
L21	S39°56'19"W	127.28'
L22	S39°56'19"W	127.28'
L23	S81°11'21"W	91.06'
L24	S81°11'21"W	91.06'
L25	S13°11'25"W	13.97'
L26	S62°01'20"W	30.04'
L27	N05°57'16"E	11.18'
L28	S60°29'55"W	40.00'
L29	S47°57'47"E	45.00'
L30	S60°29'55"W	15.75'
L31	N69°59'44"W	15.94'

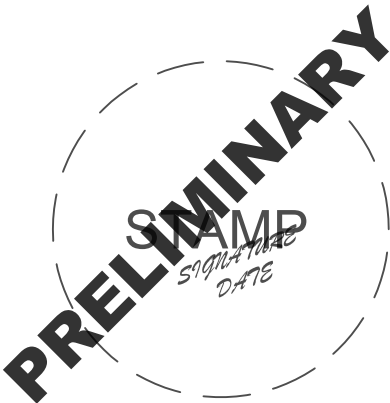
SURVEYOR'S NOTES:

Per the National Flood Insurance Program, Flood Insurance Rate Map No. 55127C0308D, Effective Date October 2nd 2009 reports the Flood Zone as AE with Flood Elevation to be 865.

APPROXIMATE ORDINARY HIGH WATER MARK - FOR REFERENCE ONLY PER STATE STATUTE 236.025

"ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION."

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83), Vertical Datum NAVD 1988, with the West line of the Southwest corner 1/4 of Section of 1-1-16, having an assumed bearing of North 0°33'02" West.



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

ENTITY OWNER'S CERTIFICATE:

WILLIAMS BAY PROPERTY CO LLC, an entity duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said entity caused the land described on this map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map. WILLIAMS BAY PROPERTY CO LLC, does also certify that this map is required by section 236.10 or 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or object: Village of Williams Bay

This _____ day of _____, 20_____.

_____, Representative, Williams Bay Property Co, LLC

STATE OF _____)
)ss.
County of _____)
Personally came before me this _____ day of _____, 20_____, _____
_____ of the above named entity, to me known as the person(s) who executed the foregoing instrument, and to me known to be the representative of Williams Bay Property Co, LLC, and acknowledged that they executed the foregoing instrument and acknowledged the same.

Print Name _____
Notary Public, _____ County, _____.
My Commission Expires: _____

CONSENT OF ENTITY MORTGAGEE:

Old Second National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, consents to the surveying, dividing, and mapping of the land described on this Certified Survey Map, and does hereby consent to the above Entry Owners Certificate of Williams Bay Property Co, LLC.

In Witness of, Old Second National Bank, has caused these presents to be signed by {First Name _____ Last Name _____}, its {Title _____}, and {First Name _____, Last Name _____} its {Title _____} in the {City, Village or Town} of {City _____}, {State _____}, this _____ day of _____, 20_____. .

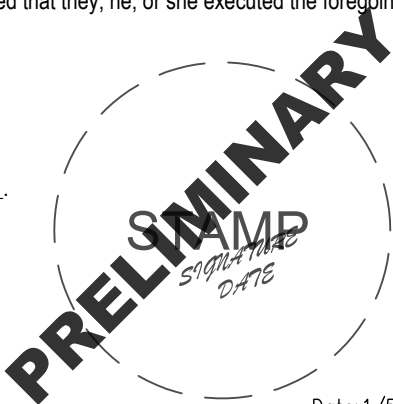
In the presence of:
Old Second National Bank

{Print - First Name Last Name} {Title} {Signature}

{Print - First Name Last Name} {Title} {Signature}

STATE OF _____)
)ss.
County of _____)
Personally came before me this _____ day of _____, 20_____, {First Name _____ Last Name _____} {Title _____} and {First Name _____ Last Name _____} {Title _____} of the above named entity, to me known to be the person(s) who executed the foregoing instrument, and to me known to be the {Title _____ and Title _____ respectively} of the entity, and acknowledged that they, he, or she executed the foregoing instrument and acknowledged the same.

{Signature}
Print Name _____
Notary Public, _____ County, _____.
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20_____.

_____,
_____, **Chairman**

Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

Tina Kolls, Village Clerk

Date: _____

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approved as of the day of _____, 20_____.

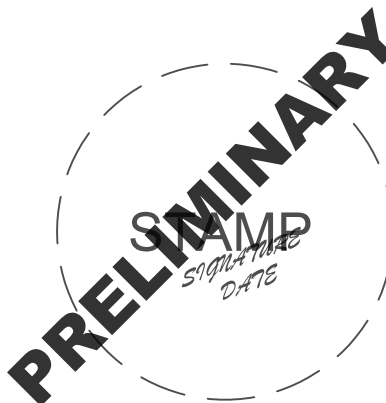
_____,
_____, **Chairman**

Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

Tina Kolls, Village Clerk

Date: _____



RESOLUTION NO. R-04-26
PLAN COMMISSION RESOLUTION RECOMMENDING APPROVAL OF
PRELIMINARY CONDOMINIUM PLAT
(Topography – The Preserve Development)

WHEREAS, Williams Bay Property Company, LLC, a Delaware Limited Liability Company (Developer), filed an application for approval of a preliminary condominium plat for The Preserve, A Condominium At Williams Bay (Preliminary Condominium Plat), along with the associated Declaration of Covenants, Conditions and Restrictions for The Preserve, A Condominium At Williams Bay (Declaration), which Preliminary Condominium Plat is attached as Exhibit A and which Declaration is attached as Exhibit B; and

WHEREAS, the Preliminary Condominium Plat having been reviewed by the Village Engineer and Village Zoning Administrator who have supplied their comments relative thereto to the Plan Commission of the Village, including their comments concerning the related Final Development Plan for the subject property; and

WHEREAS, the Village Plan Commission having reviewed the proposed Preliminary Condominium Plat and having considered the comments of the Village Engineer and Village Zoning Administrator.

NOW, THEREFORE, the Plan Commission of the Village of Williams Bay hereby resolves as follows:

That it recommends to the Village Board of the Village of Williams Bay approval of the Preliminary Condominium Plat as submitted by applicant Williams Bay Property Company, LLC, conditioned upon addressing any comments of the Village Engineer and/or Village Zoning Administrator to the satisfaction of the Village Board.

Approved by the Plan Commission of the Village of Williams Bay this 11th day of February, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Chairperson

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: 02/11/2026

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF
THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP
1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE
OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER/SUBDIVIDER:
TOPOGRAPHY PROPERTY
HOLDINGS, LLC
444 West Lake St. - Ste. 3450
Chicago, IL 60606

SURVEYOR:
RITCHIE P. WENZEL
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
Phone: (262) 402-5040
Email: rwenzel@lynch-engineering.com
Job #24.0005 - 4 LOT CSM

SURVEYOR'S CERTIFICATE:

I RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

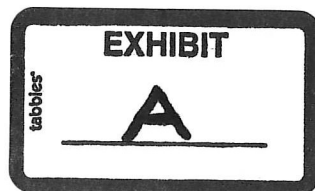
THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING A LOCATED IN PART
OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN., NOW BEING BOUND
AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE () CORNER OF SAID SECTION,
TO THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED;

THENCE,



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 8/15/2025
SHEET 1 OF 13

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND
THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH,
RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE CONTINUED:

THENCE,
TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE GROSS AREA OF SAID PARCEL CONTAINS {AREA} SQUARE FEET OR {AREA} ACRES OF
LAND, MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF {LAND
OWNER}, OWNER OF SAID LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL
EXTERIOR BOUNDARIES OF LAND SURVEYED AND LAND DIVISION MADE THEREOF. THAT I
HAVE FULLY COMPLIED WITH THE PROVISION OF SECTION 236.34 OF THE WISCONSIN
STATUTES AND THE PLATTING ORDINANCE OF THE VILLAGE OF WILLIAMS BAY IN SURVEYING,
DIVIDING AND MAPPING SAME.

DATED THIS _____ DAY OF _____, 20_____.

RITCHIE P. WENZEL, PLS
PROFESSIONAL LAND SURVEYOR S-4027



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 8/15/2025
SHEET 2 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

West 1/4 Corner
Section 1-1-16
N. 212,789.83
E. 2,356,210.75
Found Limestone
Monument w/ cap

INITIAL Tax Key Nos. WWUP 00011, WGT
00009, WA499800002

W GENEVA STREET

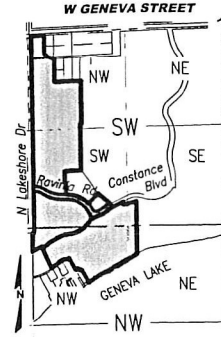
THIS CERTIFIED SURVEY MAP IS TO
REMAIN PRELIMINARY AND IS
DEPENDANT ON SEVERAL PENDING
RIGHT OF WAY VACATIONS.

WEST LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-12
N 0°33'02"W 2651.60'

N. LAKE SHORE DRIVE

LOT 1
1,104,626 SqFt
25.36 ACRES

Table of Details:
SHEET 4 - LOT 1
SHEET 5 - LOT 2
SHEET 6 - LOT 3
SHEET 7 - LOT 4
SHEET 8 - RAVINIA ROAD
SHEET 9 - ACCESS EASEMENT
ALONG VACATED CONSTANCE
SHEET 10 - UTILITY & ACCESS
EASEMENTS
SHEET 11 - SURVEYOR'S NOTES
LINE & CURVE TABLES
SHEET 12 - OWNER'S CERTIFICATE
SHEET 13 - APPROVALS SHEET



VICINITY MAP
SW 1/4 Section 1-1-16
N 1/2 NW 1/4 Section 12-1-16
SCALE: 1" = 2000'

Lot 1
CSM #5185

Lot 1
CSM #4938

LOT 3
38,686 SqFt
0.89 ACRES

Lot 1
CSM #4998

LOT 2
405,929 SqFt
9.32 ACRES

N 88°39'52"E 2640.83'

SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 1-1-12
NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-12

Southwest Corner
Section 1-1-16
N. 210,138.38
E. 2,356,236.23

LOT 4
790,946 SqFt
18.16 ACRES

Lot 1
CSM #4226

GENEVA LAKE

0' 400'
SCALE: 1" = 400'

South 1/4 Corner
Section 1-1-16
N. 210,199.94
E. 2,358,876.35

PRELIMINARY
SIGNATURE
DATE



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Notes:
Per the National Flood Insurance Program, Flood Insurance Rate Map No. 55127C0308D, Effective Date October 2nd 2009 reports the Flood Zone as AE with Flood Elevation to be 865.
APPROXIMATE ORDINARY HIGH WATER MARK - FOR REFERENCE ONLY PER STATE STATUTE 236.025

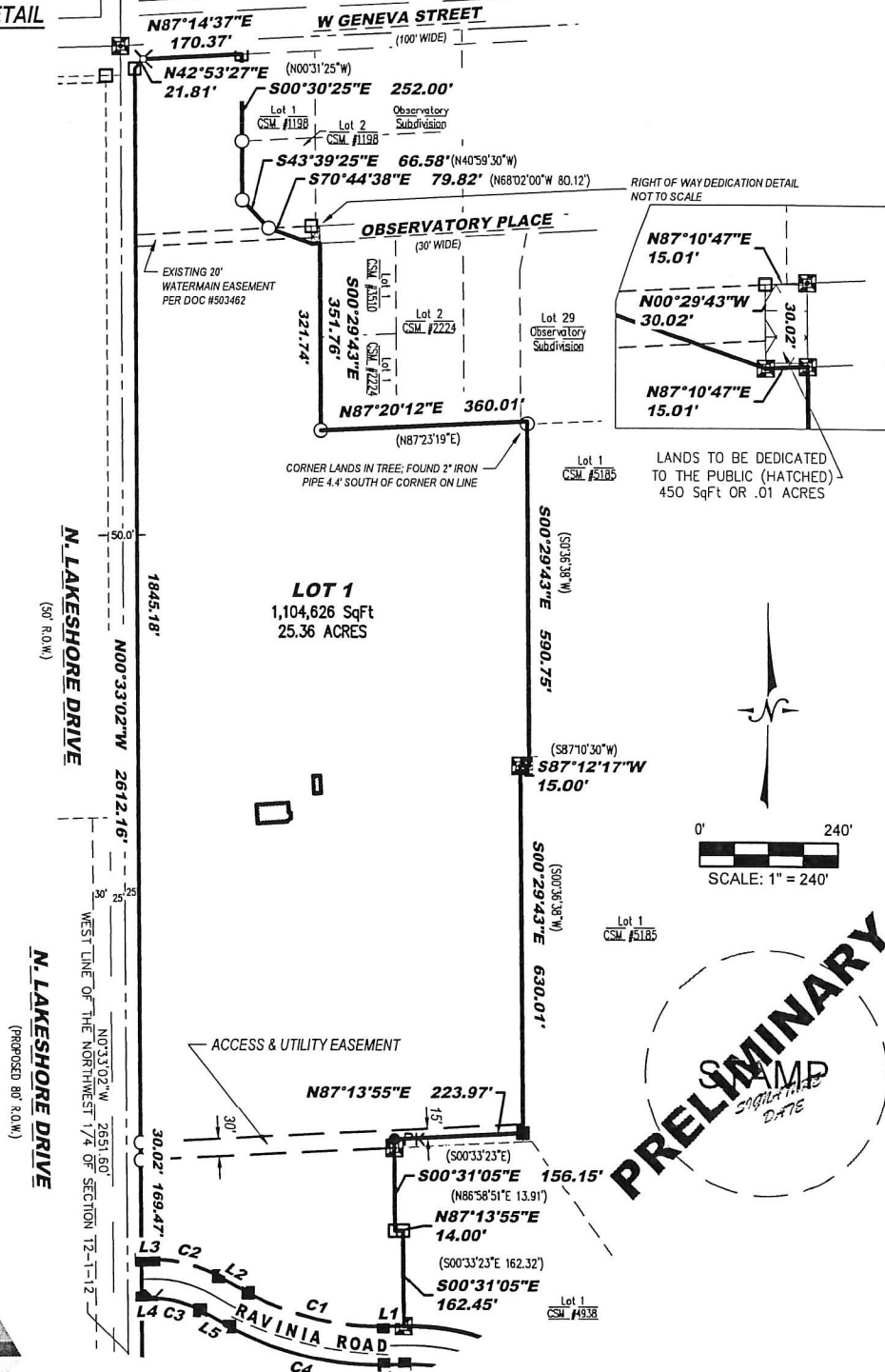
"ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION."

Date: 1/5/2026
SHEET 3 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LOT 1 DETAIL



PRELIMINARY
 DATE _____

LYNCH & ASSOCIATES
 ENGINEERING CONSULTANTS, LLC
 5000 S. TOWNE DRIVE, SUITE 160
 NEW BERLIN, WI 53151
 440 MILWAUKEE AVENUE
 BURLINGTON, WI 53105
 (262) 402-5040

Date: 1/5/2026
 SHEET 4 OF 13

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



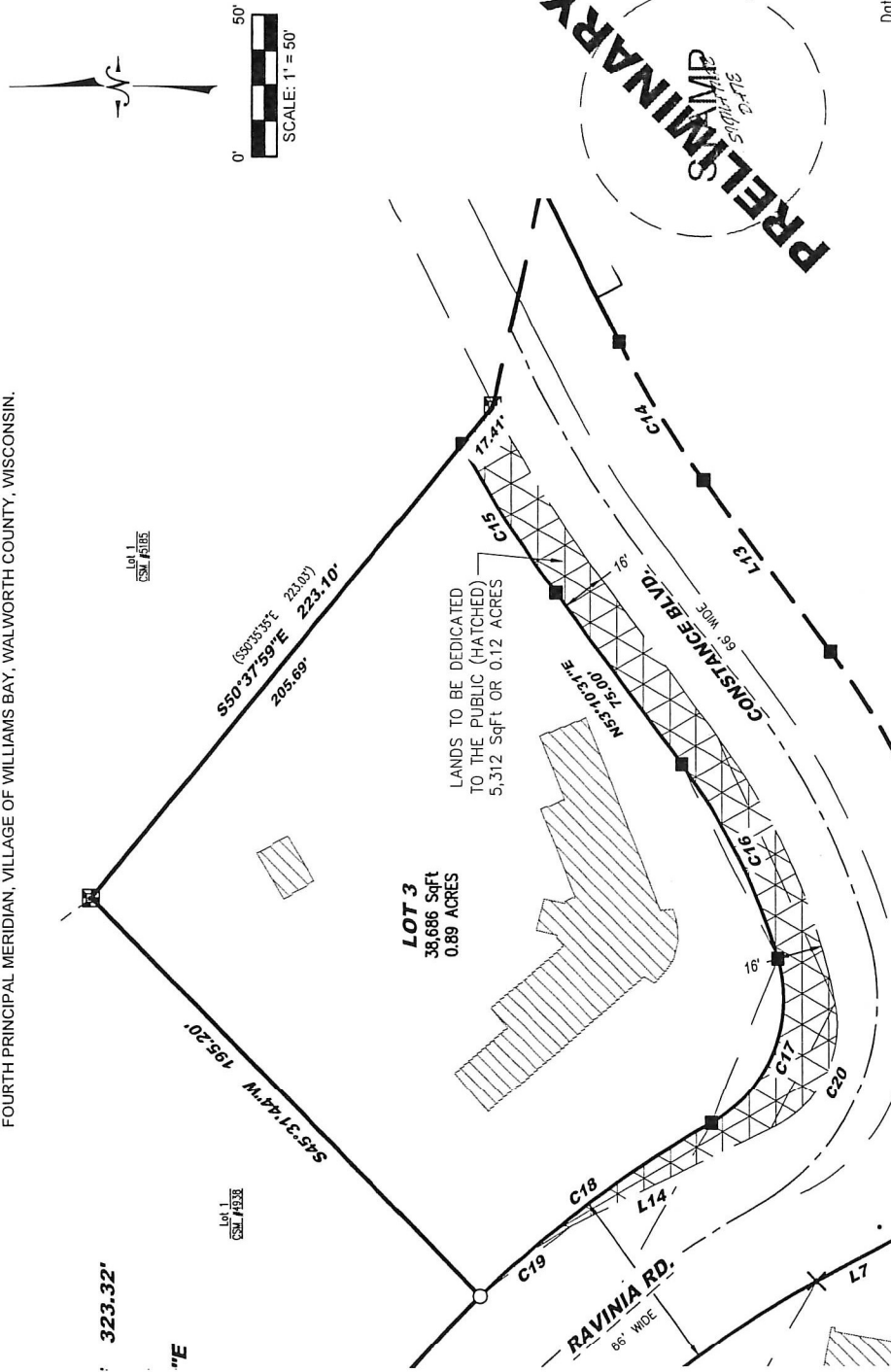
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Page 180 of 287

CERTIFIED SURVEY MAP NO. _____

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LOT 3 DETAIL



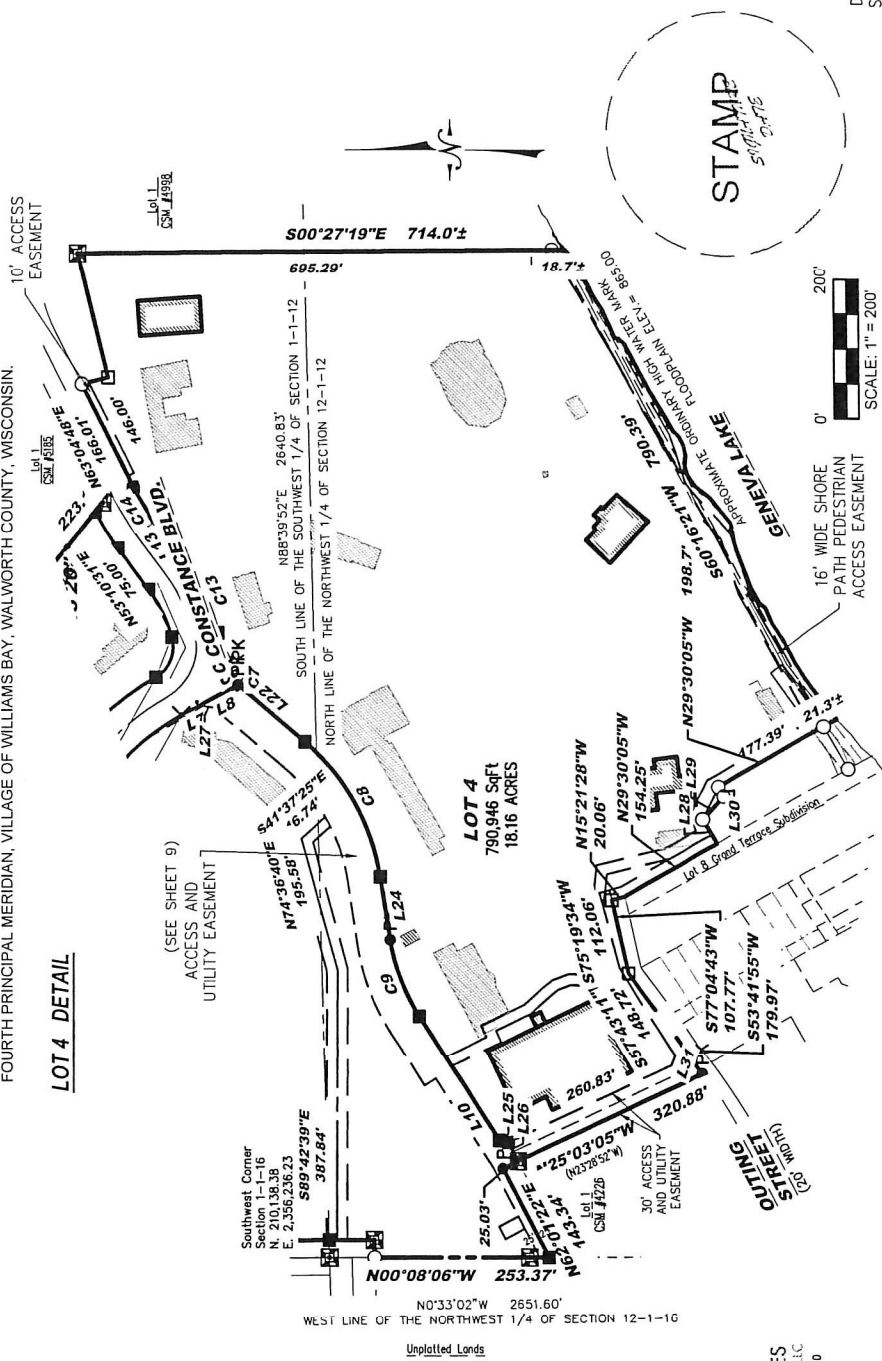
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NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Date: 1/5/2026
SHEET 6 OF 13

CERTIFIED SURVEY MAP NO.

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4988, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LOT 4 DETAIL



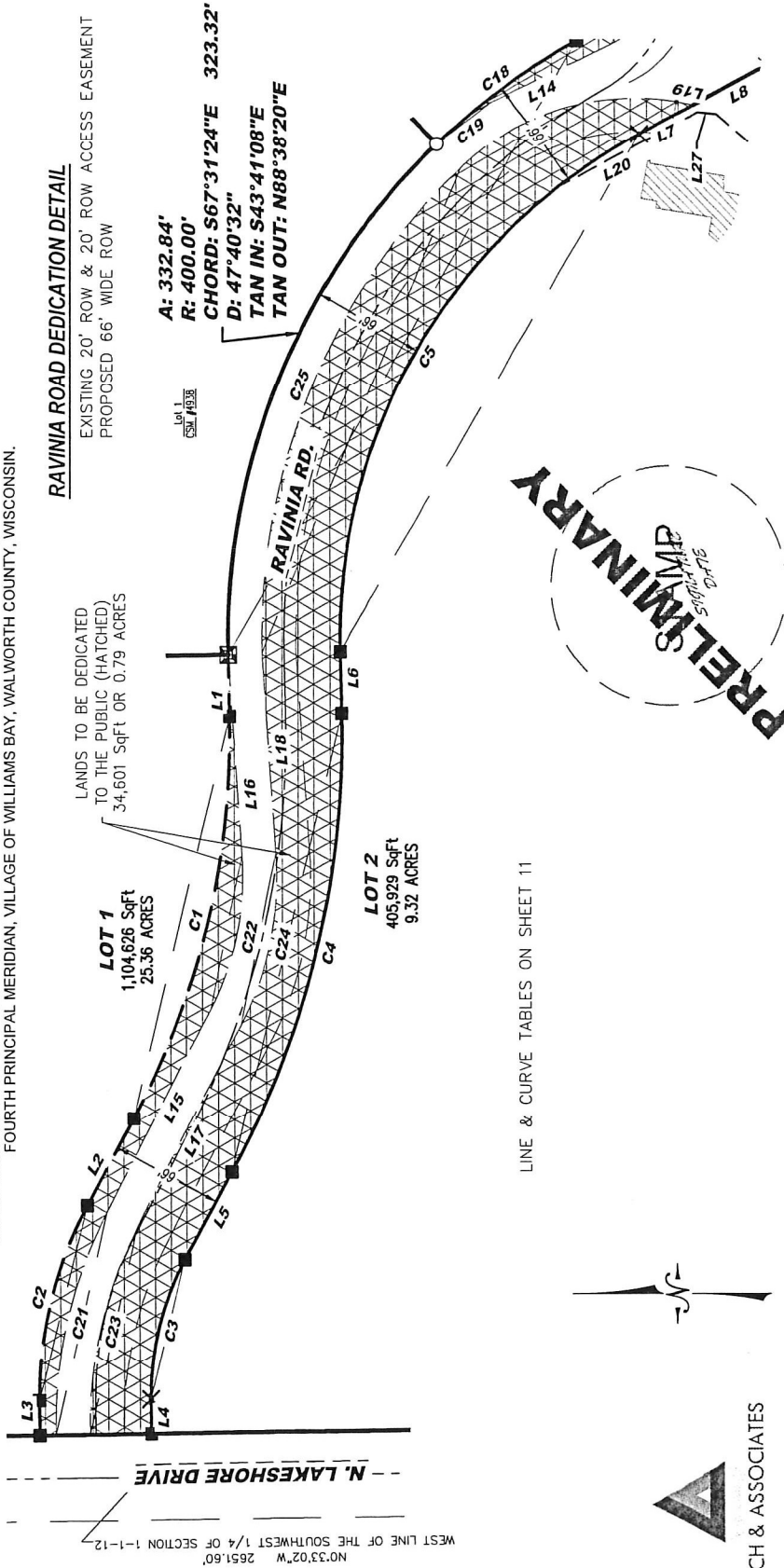
Date: 1/5/2026
SHEET 7 OF 13



LYNCH & ASSOCIATES
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BURLINGTON, WI 53105
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CERTIFIED SURVEY MAP NO. _____

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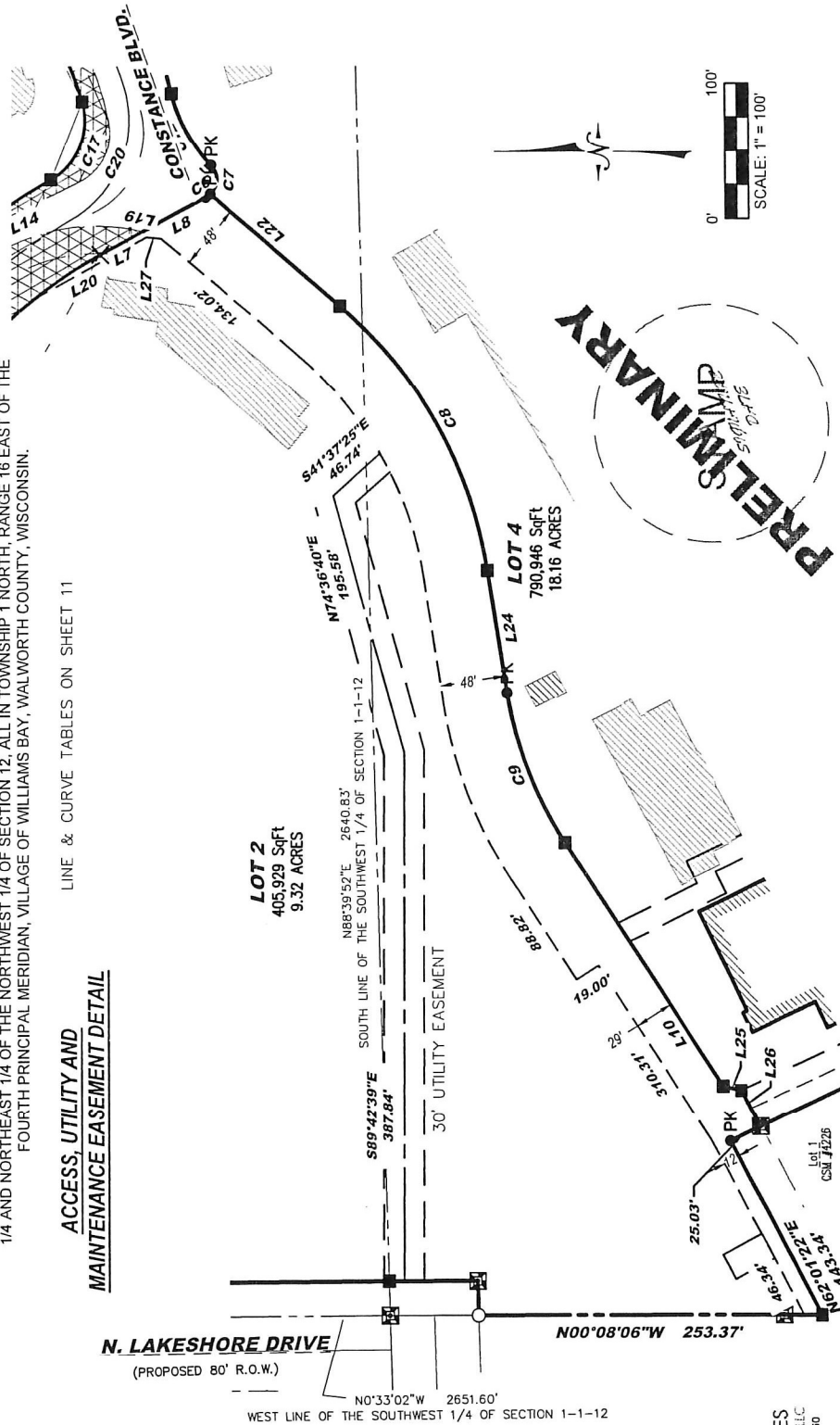


CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LINE & CURVE TABLES ON SHEET 11

ACCESS, UTILITY AND MAINTENANCE EASEMENT DETAIL



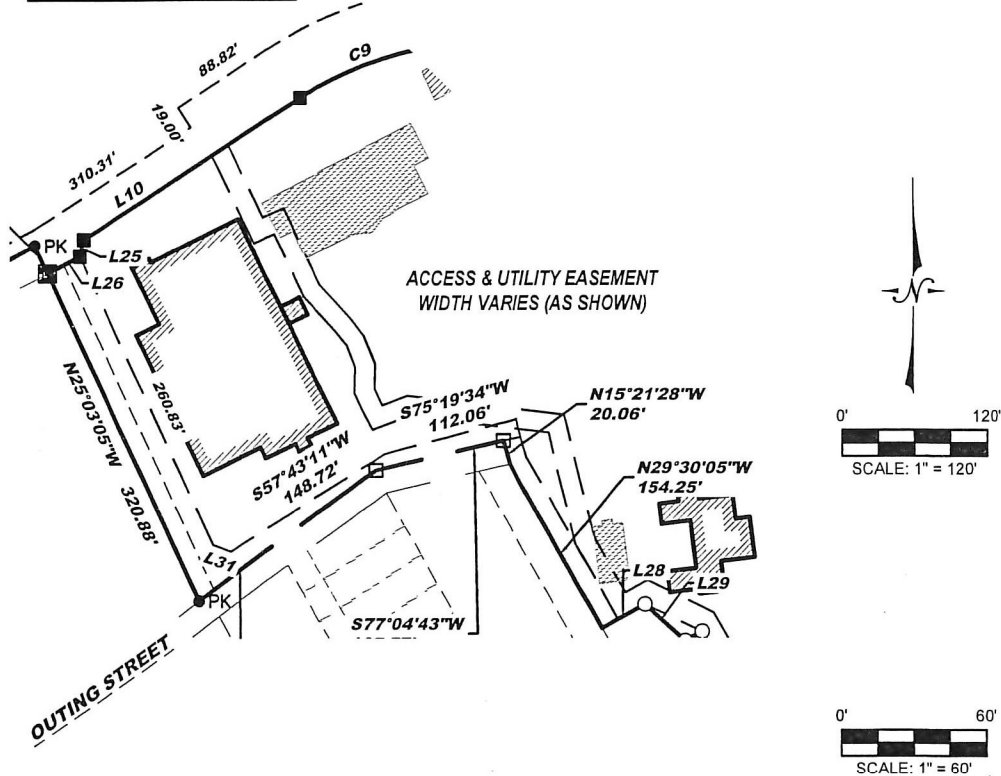
Date: 1/5/2026
SHEET 9 OF 13

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

CERTIFIED SURVEY MAP NO. _____

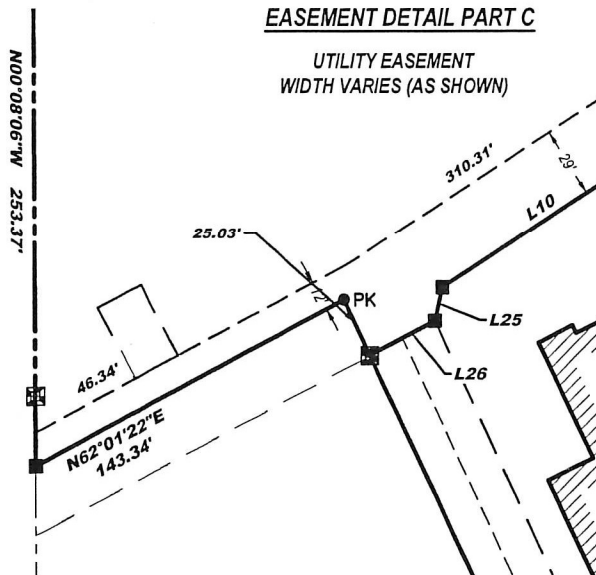
BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

EASEMENT DETAIL PART A



EASEMENT DETAIL PART C

UTILITY EASEMENT
WIDTH VARIES (AS SHOWN)



PRELIMINARY
STAMP
SIGNED
DATE



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Date: 1/5/2026
SHEET 10 OF 13

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

CURVE TABLE

C1	118.11'	233.00'	N75° 53' 24"W	116.65'	029° 02' 38"	N61° 22' 05"W	S89° 35' 17"W
C2	244.37'	467.00'	S76° 21' 32"E	241.59'	029° 58' 53"	S61° 22' 05"E	N88° 39' 02"E
C4	332.82'	400.00'	N67° 30' 16"W	323.30'	047° 40' 22"	N43° 40' 05"W	S88° 39' 33"W
C5	40.86'	100.00'	N37° 19' 37"W	40.57'	023° 24' 32"	N25° 37' 21"W	N49° 01' 53"W
C6	53.69'	40.00'	S62° 47' 58"E	49.75'	076° 54' 09"	S24° 20' 53"E	N78° 44' 58"E
C7	102.66'	230.00'	N65° 57' 44"E	101.81'	025° 34' 27"	N78° 44' 58"E	N53° 10' 31"E
C8	84.65'	167.00'	N75° 53' 24"W	83.75'	029° 02' 38"	N61° 22' 05"W	S89° 35' 17"W
C9	278.91'	533.00'	S76° 21' 32"E	275.73'	029° 58' 53"	S61° 22' 05"E	N88° 39' 02"E
C10	369.12'	334.00'	N59° 41' 23"W	350.62'	063° 19' 11"	N28° 01' 47"W	S88° 39' 02"W
C11	3.93'	15.00'	S35° 32' 24"E	3.92'	015° 01' 13"	S28° 01' 47"E	S43° 03' 00"E
C12	228.23'	317.00'	N60° 33' 50"E	223.33'	041° 15' 02"	N81° 11' 21"E	N39° 56' 19"E
C13	118.59'	283.00'	S69° 11' 04"W	117.72'	024° 00' 33"	S81° 11' 21"W	S57° 10' 48"W
C14	14.35'	10.00'	S16° 03' 51"W	13.15'	062° 13' 53"	S57° 10' 48"W	S25° 03' 05"E
C15	124.79'	247.17'	N76° 51' 54"W	123.47'	028° 55' 36"	N62° 24' 06"W	S88° 40' 18"W
C16	104.30'	186.40'	S78° 24' 06"E	102.94'	032° 03' 34"	S62° 22' 19"E	N85° 34' 07"E
C17	315.97'	380.00'	N67° 27' 30"W	306.94'	047° 38' 28"	N43° 38' 15"W	S88° 43' 16"W
C18	138.27'	148.11'	N16° 53' 32"W	133.31'	053° 29' 27"	N09° 51' 11"E	N43° 38' 15"W
C19	134.89'	267.17'	N76° 51' 54"W	133.46'	028° 55' 36"	N62° 24' 06"W	S88° 40' 18"W
C20	92.93'	166.40'	S78° 25' 56"E	91.73'	031° 59' 54"	S62° 25' 59"E	N85° 34' 07"E
C21	11.86'	10.00'	N05° 57' 16"E	11.18'	067° 58' 09"	N39° 56' 21"E	N28° 01' 48"W
C22	193.67'	269.00'	N60° 33' 50"E	189.51'	041° 15' 02"	N81° 11' 21"E	N39° 56' 19"E
C23	138.70'	331.00'	S69° 11' 04"W	137.69'	024° 00' 33"	S81° 11' 21"W	S57° 10' 48"W

PRELIMINARY
 STAMP
 SIGNATURE
 DATE



LYNCH & ASSOCIATES
 ENGINEERING CONSULTANTS, LLC
 5000 S. TOWNE DRIVE, SUITE 160
 NEW BERLIN, WI 53151
 440 MILWAUKEE AVENUE
 BURLINGTON, WI 53105
 (262) 402-5040

Line Table

L1	S89° 35' 17"W	20.35'
L2	N61° 22' 05"W	57.62'
L3	S88° 47' 27"W	36.02'
L4	S89° 35' 17"W	20.19'
L5	N61° 22' 05"W	57.62'
L6	N88° 39' 02"E	36.02'
L7	N28° 01' 47"W	35.98'
L8	N28° 01' 47"W	52.87'
L9	N39° 56' 19"E	127.28'
L10	N81° 11' 21"E	91.06'
L11	N57° 10' 48"E	212.96'
L12	S27° 58' 38"E	1.06'

Line Table

L13	S62° 01' 22"W	30.09'
L14	N62° 24' 06"W	132.98'
L15	S86° 03' 37"W	117.02'
L16	N62° 24' 06"W	133.17'
L17	N86° 09' 32"E	117.63'
L18	N28° 01' 47"W	94.02'
L19	N39° 56' 19"E	134.02'
L20	N81° 11' 21"E	91.06'
L21	N57° 10' 48"E	88.82'
L22	N32° 49' 12"W	19.00'
L23	N57° 10' 48"E	159.19'

Date: 8/15/2025
 SHEET 11 OF 13

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND
THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH,
RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

As owner(s), I/we hereby certify that I/we have caused the lands described on this map to be surveyed, divided, dedicated and mapped and dedicated as represented on this map. I/we also certify that this map is required by section 236.10 or 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or object:

Village of Williams Bay

This _____ day of _____, 20_____.

REPRESENTATIVE, Topography Property Holding, LLC

STATE OF ILLINOIS)
) SS
County of _____)

Personally came before me this _____ day of _____, 20_____, the above named REPRESENTATIVE of Topography Property Holding, LLC to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name _____

Notary Public, _____ County, IL.

My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE:

Old Second National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the herein described lands, does hereby consent to the surveying, dividing, mapping, and dedication as described and represented on this map, and does consent to the certificate of _____, _____ of Topography Property Holding, LLC, owner of said lands.

IN WITNESS WHEREOF, the said Old Second National Bank has caused these presents to be signed by _____, its officer(s), at _____, _____ and its corporate seal to be affixed hereon this _____ day of _____, 20____.

Signature of Officer(s) Authorized to act as Agent of Bank

STATE OF ILLINOIS)
) SS
County of _____)

Personally came before me this _____ day of _____, 20_____, the above named Officer(s) of Old Second National Bank, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same as such officers as the deed of said corporation by its authority.

Print Name _____

Notary Public, _____ County, IL.

My Commission Expires: _____



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 8/15/2025
SHEET 12 OF 13

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND
THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH,
RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20_____.

_____, Chairman Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

_____, Date: _____
Tina Kolls, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approved as of the day of _____, 20_____.

_____, Chairman Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

_____, Date: _____
Tina Kolls, Village Clerk



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



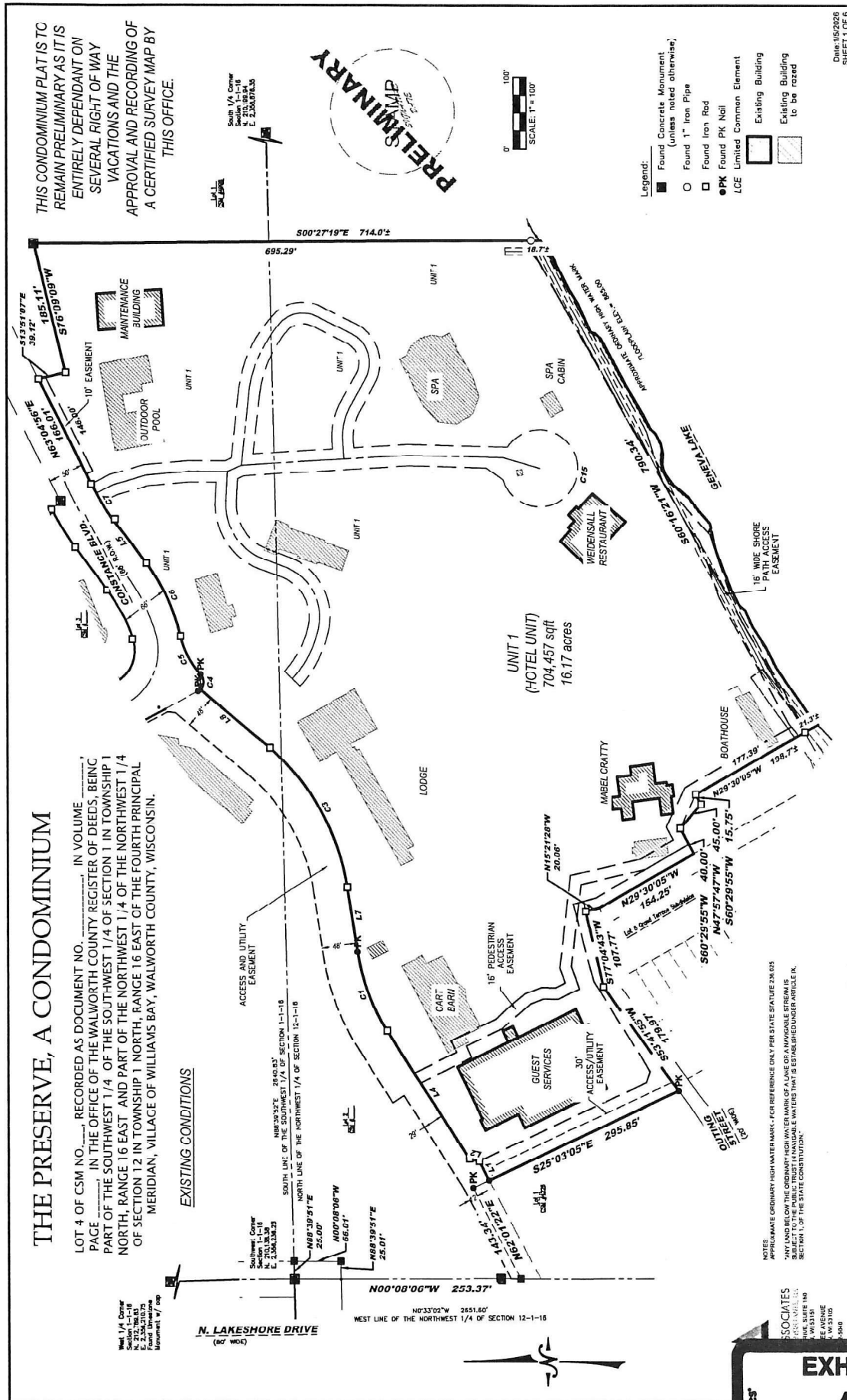
Date: 8/15/2025
SHEET 13 OF 13

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

EXISTING CONDITIONS

THIS CONDOMINIUM PLAT IS TO REMAIN PRELIMINARY AS IT IS ENTIRELY DEPENDANT ON SEVERAL RIGHT OF WAY VACATIONS AND THE APPROVAL AND RECORDING OF A CERTIFIED SURVEY MAP BY THIS OFFICE.



EXHIBIT

A

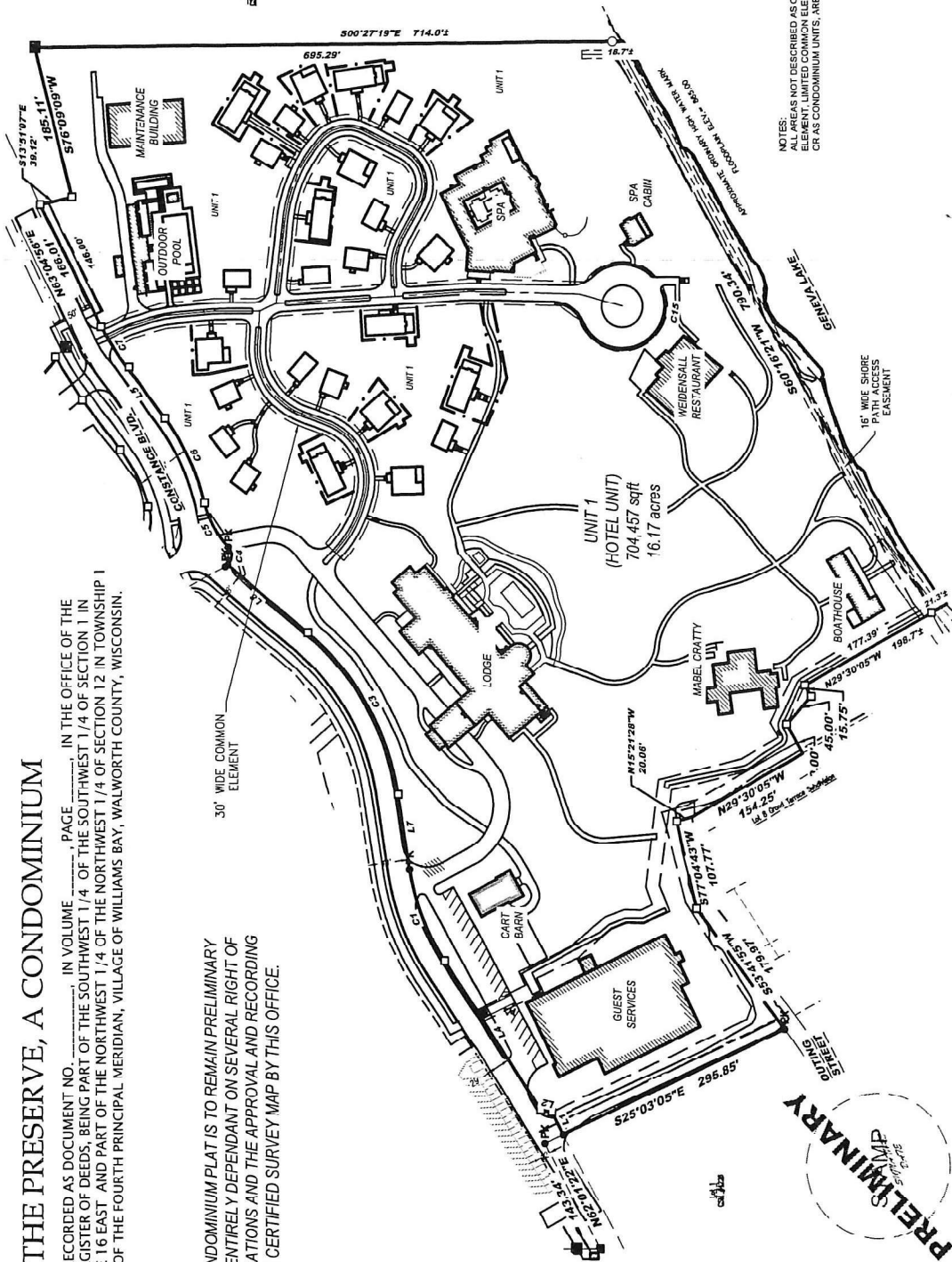
THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

THIS CONDOMINIUM PLAT IS TO REMAIN PRELIMINARY AS IT IS ENTIRELY DEPENDANT ON SEVERAL RIGHT OF WAY VACATIONS AND THE APPROVAL AND RECORDING OF A CERTIFIED SURVEY MAP BY THIS OFFICE.



0' 100'
SCALE: 1" = 100'



NOTES:
ALL AREAS NOT DESCRIBED AS COMMON ELEMENT, LIMITED COMMON ELEMENT, OR AS CONDOMINIUM UNITS, ARE UNIT 1.

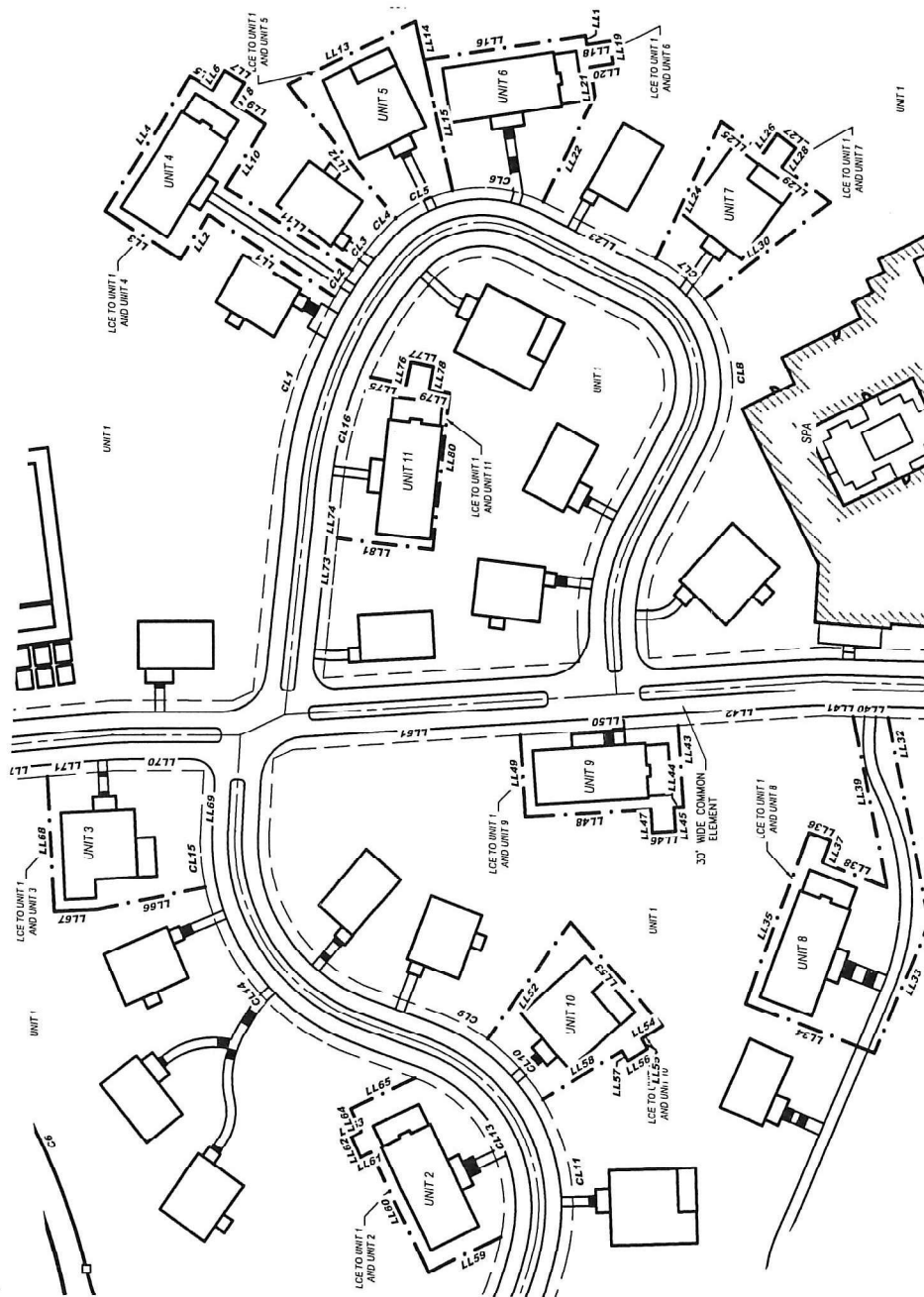
PRELIMINARY
DO NOT SCALE

LYNCH & ASSOCIATES
ENGINEERS, ARCHITECTS, ETC.
5000 FIVE POINTS DRIVE, SUITE 110
WILSON, WISCONSIN 53190
440 MILWAUKEE AVENUE
BURLINGTON, WISCONSIN 53105
(262) 433-5946

FILENAME: P:\Barnett1 - Prelim\2024\12.0205 - Topography Property Holdings - George Williams College (20) Design (CSM) 12.0205 - csm001 - lot 4.dwg

Date: 1/9/2025
SHEET 2 OF 3

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE
WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN
TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1
NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



Detail of Units

PRELIMINARY



LYNCH & ASSOCIATES
5000 S. TOWNE DRIVE, SUITE 100
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5540

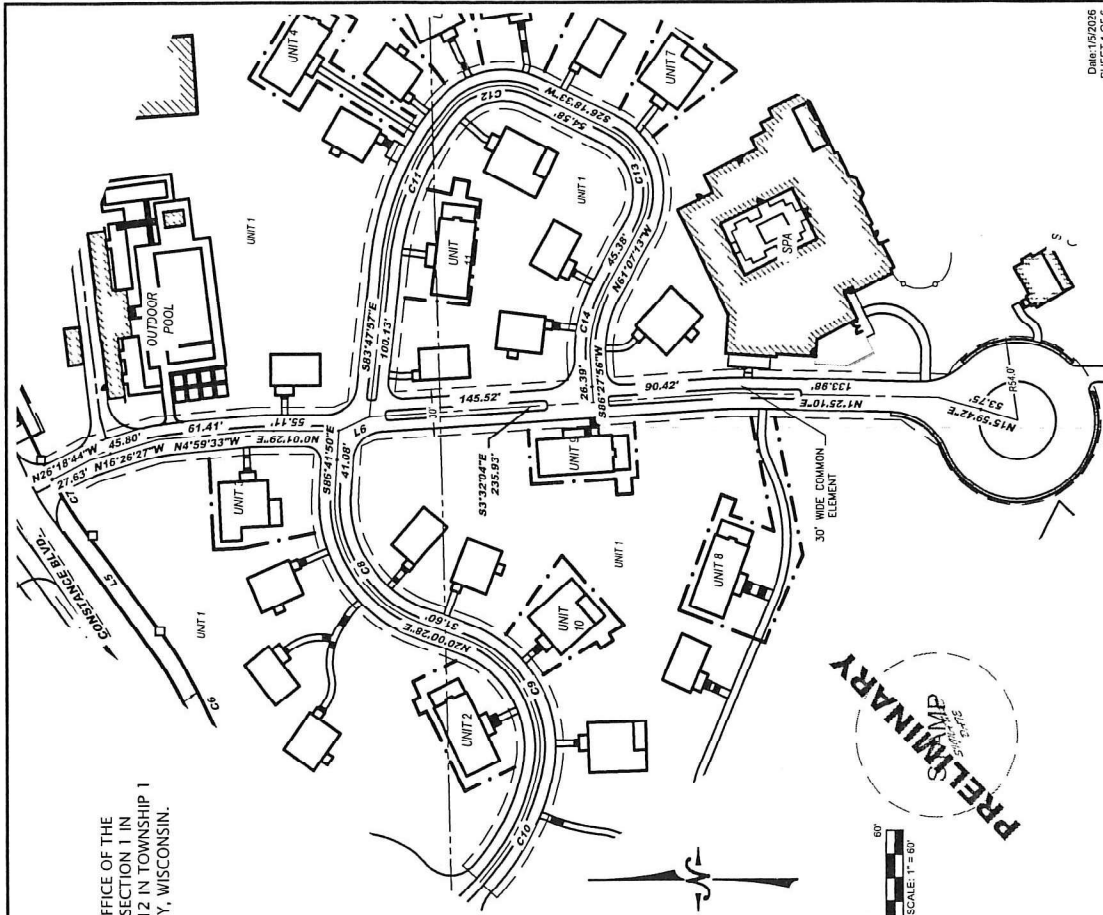
FILENAME: P:\Stored\1 - Projects\2024\24.0005 - Topography Property Holdings - George Williams College\CAD\Design\CSU\24.0005 - roads - lot 4.dwg
 (262) 407-5640
 BURLINGTON, WI 53105

Date: 1/5/2026
SHEET 3 OF 6

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

Detail of the Common Element



Line	Bearing	Length
L1	S62°01'20"W	30.04'
L2	S131°12'5"W	13.97'
L3	S57°10'48"W	212.96'
L4	S57°10'48"W	212.96'
L5	N43°10'31"E	75.00'
L6	N24°15'06"W	21.41'
L7	S81°11'21"W	51.06'
L8	N39°55'19"E	127.28'

CURVE TABLE				
CURVE#	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	114.89'	283.00'	S89°11'04"W	117.72'
C2	228.23'	317.00'	N60°23'50"E	223.33'
C3	228.23'	317.00'	N60°23'50"E	223.33'
C4	23.71'	15.00'	S88°20'22"E	21.32'
C5	11.26'	117.00'	S81°28'12"W	68.55'
C6	113.35'	280.00'	N54°46'20"E	112.57'
C7	57.06'	300.00'	S58°07'44"W	56.98'
C8	104.90'	82.00'	N56°39'19"E	97.88'
C9	106.85'	74.00'	N51°22'24"E	97.81'
C10	80.14'	150.00'	S61°28'24"E	78.19'
C11	128.34'	476.00'	S64°09'01"E	126.84'
C12	117.72'	283.00'	S89°11'04"W	117.72'
C13	223.33'	317.00'	N60°23'50"E	223.33'
C14	223.33'	317.00'	N60°23'50"E	223.33'
C15	21.32'	15.00'	S88°20'22"E	21.32'
C16	68.55'	117.00'	S81°28'12"W	68.55'
C17	112.57'	280.00'	N54°46'20"E	112.57'
C18	56.98'	300.00'	S58°07'44"W	56.98'
C19	97.88'	82.00'	N56°39'19"E	97.88'
C20	97.81'	74.00'	N51°22'24"E	97.81'
C21	78.19'	150.00'	S61°28'24"E	78.19'
C22	126.84'	476.00'	S64°09'01"E	126.84'



LYNCH & ASSOCIATES
INCORPORATED
5000 S. TOWNE DRIVE, SUITE 100
WILSONVILLE, INDIANA 46093
(317) 432-5040

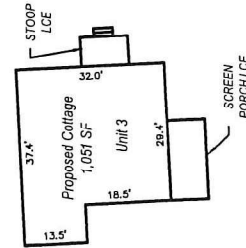
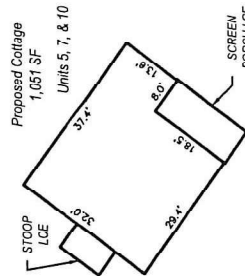
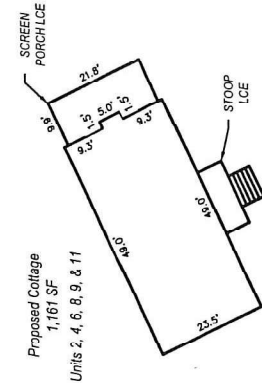
1/17/2004 P. J. Lynch (1) - Project 1004 (24 000) - Topography Property Holdings - George Williams College (CAD Design) (CSM) 24 0005 - ends - 1st 4 day

DWG: 15/2006
SHEET 1 OF 6

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

UNITS AS PROPOSED



LYNCH & ASSOCIATES
1000 S. TOWN DRIVE, SUITE 100
NEW BEAUP, WI 53151
(920) 403-2940

PRELIMINARY

CURVE #	LENGTH	RADIUS	C-ORD BEARING	CHORD LENGTH	DELTA	BEARING IN	BEARING OUT
CL1	84.02'	191.00'	N7°-17'44"W	81.35'	025°12'26"	N68°-55'17"W	N62°-47'57"W
CL2	14.01'	191.00'	N56°-29'29"W	14.00'	094°12'05"	N54°-22'26"W	N55°-35'17"W
CL3	19.50'	191.00'	N5°-27'54"W	19.50'	085°51'04"	N48°-22'22"W	N54°-23'26"W
CL4	9.74'	60.00'	N47°-57'18"W	9.73'	099°18'10"	N39°-14'13"W	N44°-32'27"W
CL5	27.88'	60.00'	N35°-17'18"W	27.74'	087°43'33"	N12°-00'20"W	N37°-11'13"W
CL6	46.65'	60.00'	N07°-54'08"E	36.87'	034°48'53"	N68°-16'33"E	N17°-30'20"W
CL7	27.88'	60.00'	N37°-37'35"E	27.64'	026°28'05"	N32°-58'38"E	N25°-16'33"E
CL8	68.06'	60.00'	N05°-54'47"E	64.30'	065°56'09"	S61°-07'13"E	N35°-58'38"E
CL9	24.50'	89.00'	N27°-53'32"E	24.42'	015°46'18"	N35°-46'41"E	N25°-00'23"E
CL10	35.57'	89.00'	N47°-13'30"E	35.37'	022°53'57"	N58°-40'38"E	N35°-46'41"E
CL11	64.44'	89.00'	N67°-42'26"E	62.78'	044°03'49"	S77°-15'46"E	N35°-46'41"E
CL12	79.12'	135.00'	S67°-58'24"E	71.27'	030°36'35"	S45°-40'07"E	S77°-16'42"E
CL13	65.20'	59.00'	N67°-22'37"E	71.88'	082°43'11"	S77°-15'33"E	N37°-00'26"E
CL14	98.74'	97.00'	S47°-10'09"W	94.53'	058°19'21"	S18°-19'49"W	S20°-00'26"W
CL15	25.35'	97.00'	S67°-49'09"W	21.28'	014°-58'21"	N68°-41'50"W	S77°-19'49"W
CL16	46.54'	161.00'	N77°-59'03"W	43.34'	017°39'47"	N68°-10'10"W	N37°-47'57"W

Line	Bearing	Length
LL61	N25°34'50"W	5.00'
LL62	N64°25'10"E	10.00'
LL63	S25°34'50"E	5.00'
LL64	N64°25'10"E	10.72'
LL65	S25°34'50"E	31.27'
LL66	N11°40'11"W	47.53'
LL67	N02°39'44"W	18.80'
LL68	N87°20'16"E	56.39'
LL69	N86°41'50"W	25.20'
LL70	S00°01'29"W	38.57'
LL71	S04°59'33"E	29.33'
LL72	S04°59'33"E	29.92'
LL73	S83°47'57"E	60.64'
LL74	S83°47'57"E	21.69'
LL75	S11°30'13"W	15.81'
LL76	S78°29'47"E	10.00'
LL77	S11°30'13"W	10.00'
LL78	N78°29'47"W	10.00'
LL79	S11°30'13"W	9.21'
LL80	N83°32'30"W	67.41'
LL81	N06°27'30"E	42.12'

Line	Bearing	Length
LL31	S31°25'10"W	81.91'
LL32	S78°49'49"W	90.06'
LL33	N56°30'47"W	60.99'
LL34	N20°37'57"E	59.61'
LL35	S59°22'03"E	76.94'
LL36	S20°37'57"W	10.00'
LL37	N89°22'03"W	10.00'
LL38	S20°37'57"W	30.02'
LL39	N78°49'49"E	74.67'
LL40	S01°25'10"W	15.37'
LL41	S01°25'10"W	12.40'
LL42	S03°32'04"E	63.92'
LL43	S86°27'55"W	35.21'
LL44	N33°32'05"W	4.24'
LL45	S86°27'55"W	10.00'
LL46	N33°32'05"W	10.00'
LL47	N86°27'55"E	10.00'
LL48	N33°32'05"W	54.70'
LL49	N86°27'55"E	35.21'
LL50	S03°32'04"E	66.94'
LL51	S03°32'04"E	99.69'
LL52	N54°13'19"W	62.30'
LL53	N48°23'58"E	59.83'
LL54	S31°19'21"E	10.67'
LL55	N68°40'39"E	5.00'
LL56	S31°19'21"E	10.00'
LL57	S58°40'39"W	5.00'
LL58	S31°19'21"E	40.38'
LL59	N25°34'53"W	35.41'
LL60	N64°25'10"E	57.15'

Line	Bearing	Length
LL1	N32°26'46"E	65.62'
LL2	N57°33'13"W	22.50'
LL3	N32°26'47"E	38.46'
LL4	S57°33'13"E	68.94'
LL5	S32°26'47"W	11.39'
LL6	S57°33'13"E	10.00'
LL7	S32°26'47"W	10.00'
LL8	N57°33'13"W	10.00'
LL9	S32°26'47"W	17.07'
LL10	N57°33'13"W	32.44'
LL11	S32°26'47"W	65.88'
LL12	N50°45'47"E	74.47'
LL13	S25°56'19"E	62.20'
LL14	S77°29'40"W	16.82'
LL15	S77°29'40"W	57.77'
LL16	S08°27'5"E	71.65'
LL17	S81°32'05"W	3.77'
LL18	S08°27'5"E	10.00'
LL19	S81°32'05"W	10.00'
LL20	N08°27'5"W	10.00'
LL21	S81°32'05"W	12.47'
LL22	N63°41'27"W	51.07'
LL23	N26°18'33"E	54.59'
LL24	N63°41'27"W	65.69'
LL25	N36°26'35"E	22.77'
LL26	N53°33'25"W	10.00'
LL27	N36°26'35"E	10.00'
LL28	S53°33'25"E	10.00'
LL29	N36°26'35"E	26.00'
LL30	S37°03'22"E	69.04'

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE
WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 1 IN
TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1
NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LEGAL DESCRIPTION:

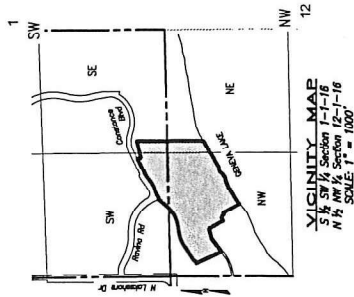
LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE
WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF
VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION,
AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4988, RECORDED ON DECEMBER 20TH, 2011 IN THE
OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121, ALL BEING
PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12,
ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF
WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, RITCHIE P. WIENZEL, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE
WITH THE PROVISIONS OF CHAPTER 103 OF THE WISCONSIN STATUTES, I HAVE SURVEYED AND
MADE A CERTIFICATE OF SURVEY FOR THE LOT 4 OF CSM NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE
WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF
VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION,
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ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF
WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

DATED THIS ____ DAY OF _____, 2026.

RITCHIE P. WIENZEL
PROFESSIONAL LAND SURVEYOR S-4027



LYNCH & ASSOCIATES
SURVEYING & CONSULTING, INC.
1000 S. TOWNE DRIVE, SUITE 110
NEW BERLIN, WI 53151
414.896.0000
www.lyncsas.com
(WI) 402.5048

FILENAME: P:\Drawn\11 - Projects\2024\124.0005 - Topography, Property, Holdings - George Williams College (CSM)\124.0005 - corals - lot 4.dwg
Date: 1/5/2026
SHEET 6 OF 6

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approver, as of the day of _____, 20____

_____, Chairman
Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

Tina Kolls, Village Clerk
Date: _____

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approver, as of the day of _____, 20____

_____, Chairman
Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

Tina Kolls, Village Clerk
Date: _____

DRAFTED BY:

Richard F. Davis, Esq.
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067

AFTER RECORDING MAIL TO:

Nicolas A. Egert, Esq.
Egert Law, S.C.
835 Geneva Parkway North, Suite 1
Lake Geneva, Wisconsin 53147

(Space Above Line for Recorder's Use)

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

THE PRESERVE, A CONDOMINIUM

IN

WILLIAMS BAY

ACTIVE 717622954v8

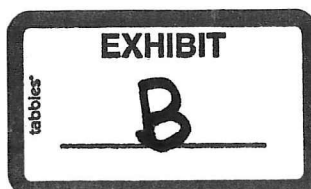


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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR THE PRESERVE, A CONDOMINIUM AT WILLIAMS BAY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE, A CONDOMINIUM AT WILLIAMS BAY (this “**Declaration**”) is made as of this ____ day of January, 2026, by WILLIAMS BAY PROPERTY COMPANY, LLC, a Delaware limited liability company (the “**Declarant**”).

RECITALS

A. Declarant is the fee owner of certain real property located in the Village of Williams Bay (“**Village**”), County of Walworth, State of Wisconsin described in Article I and as more particularly described on **Exhibit B-1**, attached hereto (as subdivided, the “**Covered Property**”).

B. Declarant desires to impose restrictions on the Covered Property to preserve and protect its character as a destination resort and to comply with applicable Village land use requirements, Wisconsin Statutes, and including any other applicable laws.

C. By this Declaration, the Declarant establishes covenants, conditions, restrictions, rights, easements, liens and charges to comply with the Wisconsin Statutes and any zoning codes of the Village, which will constitute a general scheme for the management, use, occupancy and enjoyment of the Covered Property, Common Furnishings and the interests therein conveyed or reserved, and for the payment of taxes, assessments, insurance premiums and other expenses pertaining thereto for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property and enhancing the quality of life within the Covered Property.

D. Declarant and all persons who purchase Cottages within the Covered Property shall be Owners as defined herein.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Covered Property shall be held and conveyed subject to the following covenants, conditions, restrictions, rights, easements, liens and charges which are hereby declared in this Declaration to be for the benefit of said interests, as this Declaration may be amended from time to time, and subject to Rules and Regulations and all of which easements, covenants, conditions and restrictions and Rules and Regulations are declared to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability and enjoyment of the Covered Property, and the interest or interests therein to be conveyed or reserved. All such easements, covenants, conditions and restrictions, Rules and Regulations, and Reservation Policies and Procedures shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners in accordance with Wisconsin Statutes and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof conveyed, to wit, each Cottage Unit or the Hotel Unit, Common Element, Limited Common Element and shall inure to the benefit of each Owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every of said interests as the dominant tenement or tenements.

Article 1

SUMMARY OF THE PROJECT

Section 1.1 **The Project.** Declarant owns two (2) parcels of real property on Geneva Lake in the Village of Williams Bay as described in Article II below (the “**Covered Property**”). Declarant intends to develop the parcel as a “Condominium” as defined in Wisconsin Statutes, consisting of ten (10) Cottage Units and a Hotel Unit, as further described below (the “**Project**”).

Article 2

ESTABLISHMENT OF CONDOMINIUMS

Section 2.1 **Division of Property into Condominiums.** Declarant, in order to establish a plan of condominium ownership for the Covered Property, hereby divides the real property identified on the Condominium Plat attached under **Exhibit B-2**, into the following separate elements, each of which shall be included in any conveyance of a Unit:

(a) **Units.** Each of the Units is separately shown, numbered and designated on the Condominium Plat and shall be considered a separate element, except as otherwise shown or expressed in a deed, plan or declaration, regardless of settling or minor variance between boundaries shown on the Condominium Plat or in the deed or Declaration and the boundaries of the Cottage.

(b) **Common Elements.** A separate area consisting of the Common Elements of the parcels set forth on the Condominium Plat attached under **Exhibit B-2** hereto and as may be amended from time to time, which element shall be subject to the rights of Owners set forth in this Declaration, the rights of the Association set forth in this Declaration, and those easements which burden the Common Elements as more particularly set forth in Article IV of this Declaration. Each Owner may use the Common Elements only in accordance with the purposes for which they are intended and subject to the rights of other Owners in any Limited Common Elements.

(c) **Limited Common Elements.** Portions of the Common Elements which shall be for the exclusive use of a particular Owner or Owners, as such Limited Common Elements are more particularly shown on the Condominium Plat, attached as **Exhibit B-2**.

(d) **Appurtenant Easements.** A non-exclusive easement and equitable right of use, appurtenant to each Unit for ingress to, egress from, and use and enjoyment of the Common Elements excepting therefrom any Limited Common Element, which easement(s) shall be appurtenant to each Unit and which easement(s) Declarant shall grant to each purchaser of a Unit from Declarant.

Article 3

COTTAGE UNIT USE PLAN; SHARED AREAS

Section 3.1 **Cottage Unit Use Plan.** Cottage Units are zoned for limited resort use. Each Owner of a Cottage Unit may occupy its Cottage Unit for up to ninety (90) days each Use Year; however it may not occupy its Cottage Unit for more than twenty-eight (28) consecutive days. Each Cottage Unit Owner shall reserve his or her Use Periods in accordance with the Reservation Policies and Procedures.

Article 4

RESERVED EASEMENTS

Section 4.1 **Nature of Easements.** Unless otherwise set forth herein, all easements reserved to Declarant herein shall be non-exclusive.

Section 4.2 **Easements Reserved to Declarant.**

(a) **Oil and Mineral Rights.** There is hereby reserved to Declarant, together with the right to grant and transfer the same, all oil, minerals, natural gas, and other hydrocarbons by whatsoever name known, geothermal resources, metalliferous or other ores, and all products derived from any of the foregoing, that may be within or under the Covered Property, and all rights associated with the foregoing, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than the Covered Property, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Covered Property and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the Covered Property.

(b) **Water Rights.** There is hereby reserved to Declarant, together with the right to grant and transfer same, the right and power to use or utilize any and all water rights or interests in water rights no matter how acquired by Declarant, and all water rights or interests in water rights that may be within, under or on the Covered Property, whether such water rights shall be riparian, overlying, appropriative, percolating, prescriptive or contractual, provided, however, that the reservation does not reserve to, or for the benefit of Declarant, any right to enter upon a Unit in the exercise of such rights or to drill or bore for water, and install, maintain, replace or restore water wells, pumping stations, water lines, or other facilities for the extraction or the transportation of water.

(c) **Easement for Improvements.** Easements over the Covered Property for the installation and maintenance of electric, telephone, water, cable TV, gas and sanitary sewer lines and facilities, and for drainage facilities as required for the subdivision map and

Condominium Plat of the Covered Property, and as may hereafter be required or needed to service the Covered Property, or for the benefit of the owners of any real property adjoining or in the vicinity of the Covered Property, or for the construction of all Improvements to the Covered Property to be made by Declarant, are hereby reserved by Declarant for the benefit of the Declarant and the Association. Declarant and the Association each shall have the power to grant and convey to any third party such easements. Each Owner, in accepting a deed to a Unit, expressly consents to such easements and authorizes and appoints Declarant (so long as Declarant owns one or more Units) or the President of the Association, as his or her attorney-in-fact to execute any and all instruments conveying or creating such easements. The power of attorney created hereunder is coupled with an interest and shall be irrevocable, and shall be a covenant running with the land and an equitable servitude. Declarant, for itself and its successors, assigns, agents, employees, contractors, subcontractors, and other authorized personnel, further reserves, for a period of eleven (11) years following the date of issuance of a notice of completion for each Cottage, an exclusive easement in, over and through the Covered Property for the renovation, rehabilitation, remodeling, refurbishment and construction of the Covered Property and the improvements to the Common Elements of which the Covered Property is a part. The use of the easements described above in this subsection shall not unreasonably interfere with or diminish the rights of Owners, Permitted Users, or Declarant to occupy the Units, the Limited Common Elements appurtenant thereto, and the Common Elements (other than the Limited Common Elements not appurtenant to the Unit so occupied) and to use the Common Furnishings.

(d) **Easement for Sales, Resales, Customer Service and Related Purposes.**

Declarant, for itself and its successors, assigns, agents, employees, contractors, subcontractors and other authorized personnel, reserves, for a period of eleven (11) years following the Starting Date, an exclusive easement in gross in, over and through those portions of the Covered Property for: (i) marketing and selling the Cottage Units; (ii) maintaining customer relations and providing post-sales service to Owners; (iii) displaying signs and erecting, maintaining and operating, for sales and administrative purposes, model units and a customer relations, customer service and sales office complex in the Covered Property; and (iv) showing the Cottage Units; provided, however, that use of such easement shall not (1) interfere with or diminish the rights of Owners to use and occupy the Units and the Common Elements, or (2) interfere with the use and occupancy of the Units and the Common Elements by the Association as reasonably required to perform its obligations hereunder all as provided in this Declaration and the Rules and Regulations.

(e) **Roads and Utilities.** Declarant hereby reserves for itself and hereby grants to each Owner, the Association and its Members (and retains for itself) a non-exclusive right for roadway, ingress, egress, access and for all utility purposes incidental thereto, over and upon all pathways or drives presently or hereafter existing within the boundaries of the Covered Property. The right hereby given to each Owner shall be appurtenant to and pass with title to each Owner's Unit. The easement hereby reserved by the Declarant shall be both in gross and appurtenant to any Unit owned at any time by Declarant, and may be conveyed by Declarant to the Owners, or any of them, of any Unit, or in any other manner convenient or necessary to complete the improvements required on the Covered Property, or shown on the Condominium Plat.

(f) **Easements Reserved on Map.** There is hereby reserved to Declarant, together with the right to grant and transfer same, easements over the Covered Property dedicated for public use and accepted by the Village on a map entitled _____, as follows:

(i) areas designated for any and all public service facilities including poles, wires, conduits, gas, water, heat mains, and all appurtenances upon, or over such areas which are to be kept open and free from buildings and structures of any kind except public service structures, irrigation systems and appurtenances thereto, lawful fences and all lawful unsupported roof overhangs; and

(ii) areas designated for public storm drainage purposes which are to be kept open and free from all buildings and structures of any kind except irrigation systems and appurtenances thereto, lawful fences and all lawful unsupported roof overhangs.

The easements reserved to Declarant or granted and conveyed by Declarant pursuant to this Article shall not unreasonably interfere with the use and enjoyment by the Owners of their Units and any damage, repair or restoration necessitated by any such installation, construction or maintenance shall be completed by the holder of the easement that has entered upon the Covered Property for any such purpose within a reasonable time after the occurrence of such damage or need for restoration.

Section 4.3 **Easements for the Association.**

(a) **Easement for Management, Operation, Maintenance, Use and Repair.** The Association, for itself, its successors and assigns, and its and their agents, employees, contractors, subcontractors, and other authorized personnel, shall have the right and is hereby granted, for so long as the Association or its successors and assigns shall be required hereunder to manage and maintain the Covered Property, an exclusive easement in gross in, over and through the Covered Property for the management, operation, repair and maintenance of the Common Elements and the Common Furnishings; provided, however, that use of such easement shall not unreasonably interfere with or diminish the rights of Owners, Permitted Users, or Declarant to occupy the Units, the Limited Common Elements appurtenant thereto, and the Common Elements (other than the Limited Common Elements not appurtenant to the Unit so occupied) and to use the Common Furnishings.

(b) **Reciprocal Easement.** Each Unit shall be benefited by a non-exclusive easement and equitable right of ingress, egress, use and enjoyment in and to and throughout the Common Elements of all other parts of the Covered Property, and the Common Elements of the Covered Property shall be burdened by a non-exclusive easement for similar purposes benefiting each of the Units in every part of the Covered Property; provided, however, that such non-exclusive easements and equitable rights shall be subordinate to, and shall not interfere with, Limited Common Element rights appurtenant to Units over the Common Elements and shall be subject to the easements described in this Declaration. Said easements are appurtenant to and shall pass with title to every Unit. Said easements are for the benefit of the Units and the Owners and their Permitted Users and such other classes of persons to whom the Board may, from time to time, and subject to the Rules and Regulations, extend the privilege of use and enjoyment of the

Common Elements and ingress and egress for all of the purposes and uses hereinabove set forth. In furtherance of the establishment of these easements, the individual grant deeds to the Units may, but shall not be required to, set forth the foregoing easement. The right of Declarant and each person set forth above to use and possess the Common Elements as set forth herein, shall be subject to and governed by the provisions of this Declaration and the other Governing Instruments. The Association shall have the authority to lease or to grant licenses or concessions with respect to all or any part of the Common Elements, subject only to the provisions of this Declaration, the Articles and By-laws; provided, however, that any charges levied against the general public for any particular facilities shall not be less than charges levied against Owners for the same use of the same facilities.

Section 4.4 **Easements as Common Elements.** The easements described in this Declaration shall be granted to Owners and, when granted and conveyed, shall be appurtenant to the Units of such Owners and shall constitute Common Elements shared among the Owners.

(a) **Support, Settlement and Encroachment.** There is hereby reserved to Declarant, together with the right to grant and transfer same to Owners, easements which shall be appurtenant to each Unit which is contiguous to another Unit which Unit shall be the dominant tenement and the contiguous Unit shall be the servient tenement, for:

(i) minor encroachment of walls, fences, and other Improvements constructed by Declarant or caused by engineering errors, errors in construction, reconstruction, repair, support, and accommodation of the natural settlement or shifting of any portion of the Improvements and for the maintenance thereof;

(ii) encroachment of any fence or wall constructed by Declarant or caused by engineering errors, errors in construction, reconstruction, repair, support and the accommodation of the natural settlement or shifting of any portion of the improvements and the maintenance thereof.

The rights and obligations of Owners of the dominant tenements shall not be altered in any way by said encroachments, settlement or shifting provided, however, that in no event shall an easement for encroachment be created in favor of an Owner of the dominant tenement if said encroachment occurred due to the willful misconduct of any such Owner. In the event any portion of a structure on the Covered Property is partially or totally destroyed and then repaired or rebuilt, each such Owner agrees that minor encroachments over adjoining Units resulting from repairing or rebuilding such structures shall include easements for the maintenance of said encroachments as long as they shall exist.

(b) **Utilities and Cable Television.** Wherever sanitary sewer house connections, water house connections, air conditioning connections, compressors or ducts, electricity, gas, telephone and cable television lines, drainage facilities or other utility or communication facilities are installed within the Covered Property, any Owner as the owner of any property served by said connections, lines or facilities shall have the right, and there is hereby reserved to Declarant, together with the right to grant and transfer the same to any such Owner, an easement to the full extent necessary for the full use and enjoyment of such portion of such

connections which service such Owner's property, and to enter, or have utility or cable television companies enter upon any portion of the Common Elements, or upon any Unit in or upon which said connections, lines or facilities or any portion thereof lie, to repair, replace and generally maintain said connections, lines and facilities as and when the same may be necessary, provided that any damage caused by such entry shall be repaired by such Owner, utility or cable television company as promptly as possible after completion of work thereon. In addition to the preceding rights, there is hereby reserved to Declarant the right, but not the obligation, to install sub-metering within the Covered Property, and an easement to the full extent necessary for the use, maintenance, repair, and reading of such sub-meters.

Section 4.5 Easement for Access to Cottage Units. There is hereby reserved to the Owner of the Hotel and its Permitted Users, easements for ingress and egress over the Cottage Units in the case of management, maintenance or an emergency repair.

Section 4.6 Subordination. Except as may be otherwise provided in the grant or dedication of an easement, any easement conveyed in favor of a Public Agency shall be prior and superior to all other easements described herein, and any easement conveyed pursuant to the provisions of this Article to a utility company shall be prior and superior to all other easements described herein except any easement in favor of a Public Agency. Grantor and any grantee by acceptance of a conveyance of any easement described in this Declaration, whether or not so stated in such conveyance document, agree that such easement shall be subordinate to any such prior and superior easements and further agree to execute any document acknowledging such subordination that may be required by the holder of any such prior easement.

Article 5

GENERAL USE RIGHTS AND RESTRICTIONS

Section 5.1 Transfer of Interest. No Owner shall sell, assign transfer, hypothecate or encumber less than all of his interest in his Unit; provided, however, that nothing herein contained shall restrict the manner in which title to a Unit may lawfully be held under Wisconsin Statutes (e.g. joint tenants, tenants-in-common, or the like). Any sale, assignment, transfer, hypothecation or encumbrance by any Owner which would have the effect of separating the Unit from an Owner's rights as a Member of the Association shall be null, void and of no effect. The transfer of any Unit shall operate to transfer to the new owner of the Unit the interest of the prior Owner in all funds in the hands of the Association even though not expressly mentioned or described in the instrument of transfer and without further instrument of transfer.

Section 5.2 Separate Security Encumbrancing. Each Owner shall have the right to encumber all, but not less than all, of his or her interest in his or her Unit. Subject to the provisions of this Declaration, any Mortgage with respect to any Unit shall be subordinate to all of the provisions of the Governing Instruments. In the event of foreclosure, the provisions of the Governing Instruments shall be binding upon any Unit Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise. Notwithstanding any other provision of the Governing Instruments, no breach of the provisions herein contained, nor the enforcement of any lien created pursuant to the provisions hereof shall impair, defeat or render

invalid the priority of the lien of any First Mortgage of any Owner's Unit if such First Mortgage is recorded in the Official Records and is given in good faith and for value.

Section 5.3 Partition and Subordination of Tenancy-in-Common Attributes. It is intended that this Declaration shall govern all rights with respect to the use, possession, enjoyment, management and disposition of the Covered Property and the interests therein. Accordingly, all rights with respect to the use, possession, enjoyment, management or disposition of a Unit which an Owner might otherwise have as a tenant-in-common (including, but not limited to, any common law or statutory right jointly to use, possess or manage commonly owned property) are hereby unconditionally and irrevocably subordinated to this Declaration for so long as this Declaration shall remain in effect.

Except as otherwise provided in this Declaration, no Owner or other person or entity acquiring any right, lien or interest in the Covered Property shall seek or obtain, through any legal procedures, judicial partition of a Unit or the sale thereof in lieu of partition. If, however, any Unit is owned by two (2) or more persons as tenants-in-common or as joint tenants or as community property, nothing herein contained shall prohibit a judicial sale of such Unit in lieu of partition as between such co-tenants or joint tenants.

Section 5.4 Protection of Interest. Except as otherwise provided in this Declaration, no Owner shall permit his or her Unit to be subject to any lien (other than the liens of current real property taxes), claim or charge, the enforcement of which may result in a sale or threatened sale of the Unit of any other Owner or any part thereof or of the Common Elements or in any interference in the use or enjoyment thereof by any other Owner. In the event of a threatened sale of the Covered Property or Unit of any Owner or any part thereof, or should the use and enjoyment of any portion thereof by any Owner be threatened by reason of any lien, claim or charge against the Unit of any other Owner (the "**Owner in Violation**"), or should proceedings be instituted to effect any such sale or interference, any Owner (the "**Curing Owner**") acting on his own behalf or through the Association or the Association acting on behalf of any one or more Owners (if promptly indemnified to his or its satisfaction) may, but shall not be required to, pay or compromise the lien, claim or charge without inquiry into the proper amount or validity thereof and, in such event, the Owner in Violation shall forthwith pay the amount so paid or expended to the Curing Owner or the Association, whosoever shall have paid or compromised the lien, claim or charge, together with such reasonable attorneys' fees and related costs as he or it may have incurred. No Owner shall permit his or her interest in any funds from time to time in possession of the Association to be subjected to any attachment, lien, claim or charge or other legal process, and each Owner shall promptly restore any funds held by the Association with respect to his or her Unit to the extent depleted by the reason of the assertion of any such attachment, lien, claim, charge or other legal process and shall reimburse the Association for all reasonable attorneys' fees or other costs incurred in respect thereof.

Section 5.5 Vehicles. No automobile, mobile home, trailer of any kind, truck, camper, recreational vehicle, motorcycle or boat shall be stored, kept, maintained, placed, constructed, remodeled, reconstructed or repaired on any portion of the Covered Property in such a manner as will be visible from the Hotel or Common Elements, except with respect to any parking areas

which may be designated by the Declarant or the owner of the Parking Area or as otherwise authorized by Declarant or the Board in their sole discretion.

Section 5.6 **Outside Storage.** No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes including beachwear and towels on the rails, balconies or patios or other outside areas, nor shall any patio or other outside area be used for storage purposes.

Section 5.7 **Parking.** The parking and operation of vehicles upon any portion of the Parking Area shall be subject to specific Rules and Regulations. Cottage Unit Owners may have the right to park in an unreserved, non-exclusive manner in parking area(s), which may be designated by the Hotel or Declarant (as the case may be). The owner of the parking area(s), in its sole discretion, may choose an alternate location for parking spaces provided to each Owner, at any time, or from time to time.

Section 5.8 **Pests.** An Owner shall not permit any thing or condition to exist upon any portion of the Covered Property which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin. An Owner may not independently contract or engage a professional pest control service. Instead, the Owner must contact the Association within a reasonable time to report any pests. The Association will then engage a professional pest control service to remedy any such pest problem and charge each Owner accordingly.

Section 5.9 **Signs.** No sign or billboard of any kind shall be displayed to the public view on any portion of the Covered Property except (1) such signs as may be used by Declarant or its sales agents in connection with the development of the Covered Property and rental and sale of the Units or Hotel, (2) directional signage approved by the Declarant; and (3) signs approved by the Declarant or Association, as applicable, that are in conformance with the requirements of Wisconsin Statutes.

Section 5.10 **Nuisance.** No noxious or offensive trade or activity shall be permitted upon any part of the Covered Property, nor shall anything be done thereon which shall in any way interfere with the quiet use and enjoyment of each Owner's respective Unit, or which shall in any way increase the rate of insurance on any other Unit or the Covered Property except as otherwise provided herein.

Section 5.11 **Sales Events and Model Tours.** Declarant may hold sales events, receptions and tours of Units and the Common Elements.

Section 5.12 **Animals.** No livestock, reptiles, poultry or other animals of any kind shall be raised, bred or kept upon the Covered Property, except that dogs, cats or other household pets may be kept in the Units, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers or in violation of any law, ordinance or regulation of any applicable Public Agency. "Unreasonable numbers" and other limitations (size, weight, type of pet) may be further limited by the Bylaws or Rules and Regulations. Notwithstanding the foregoing, no animals may be kept in the Units which result in any annoyance or are obnoxious to

residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on any portion of the Covered Property except when confined within a Unit.

Section 5.13 **Unsightly Items.** All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Units and shall not be allowed to accumulate thereon. All clotheslines (or the hanging of clothing, towels, linens, blankets, or similar items on rails and walls, etc.), refuse containers, trash cans, woodpiles, storage areas, machinery and equipment shall be prohibited in or upon any Unit unless obscured from view of adjoining Units, Hotel and/or any other portion of the Covered Property.

Section 5.14 **Antennae; Satellite Dish.** No video or television antennae shall be erected, constructed, placed or permitted to remain on the Covered Property unless they are (i) contained within a Limited Common Element or a building or underground conduits, and (ii) completely obscured from view from any portion of the Covered Property or Hotel, or (iii) screened from view by an appropriate screen that has been approved in writing by the Declarant or Association, as applicable.

Section 5.15 **Other Roof Structures.** Except as set forth above, no other appliances or installations on exterior roofs of structures including, without limitation, roof-top turbine ventilators, shall be permitted unless they are approved by the Declarant or Association, or are installed in such a manner that they are not visible from any Hotel Limited Common Element or any other portion of the Covered Property.

Section 5.16 **Drainage.** An easement is granted herein for drainage of water from Cottage Units, into areas designated by Declarant. A Cottage Unit Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created at the time of the initial sale of his or her Cottage Unit by Declarant unless an easement is granted for such purpose.

Section 5.17 **Window Covers.** Only curtains, drapes, shutters or blinds as permitted by the Declarant or Association, may be installed as window covers. No window shall be covered with aluminum foil, reflective film, newspapers or other material not designed for use as a window cover.

Section 5.18 **Offensive Activity.** No noxious or offensive activity or conduct shall be carried on by any Owner or Permitted User within any portion of the Covered Property nor shall anything be done therein or thereon, except as otherwise provided herein, which may or would become an annoyance or nuisance to other Owners or occupants. No Cottage Unit shall be used for any trade, business or other commercial activity or solicitation except as expressly permitted by this Declaration.

Section 5.19 **Party Walls.**

(a) Each wall or fence which is placed on the dividing line between two Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. A party wall shall be considered to adjoin and abut

against the property line dividing the Units from the bottom of the foundation over the full length and height of any wall or fence.

(b) Owners whose Units are separated by a party wall shall equally have the right to use such party wall, except that each shall have the right to the exclusive use of the surface of the wall on his or her side. Neither such Owner shall use any portion of such party wall so as to interfere with the use and enjoyment of the other Owner.

(c) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(d) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5.20 **Debris.** No rubbish, trash or garbage or containers therefor shall be visible or allowed to accumulate on the Covered Property outside the Cottage Units except in locations specifically designated by the Board for such use. Trash cans and other rubbish containers shall not be allowed to be visible from any portion of any of the streets and driveways.

Section 5.21 **Barbeques.** Cottage Unit Owners may use Barbeque grills within their Unit or Limited Common Area, which have been approved by the Association.

Section 5.22 **Fireplaces.** Each Cottage Unit will have two (2) wood burning fireplaces for use by the Cottage Unit Owners or their Permitted Users.

Section 5.23 **Further Restrictions.** Unless otherwise permitted in this Declaration or in the Rules and Regulations, no other activity shall be permitted upon or in the Covered Property.

Section 5.24 **Exceptions.** The use restrictions set forth above shall not and do not apply to any of the following:

(a) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any Public Agency or entity, or the agents or employees of any Public Agency acting in the scope of their authority as such agents or employees;

(b) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any utility company (including, but not limited to, companies furnishing electric, gas, water, telephone, cable television and/or sewer service to all or parts of the Covered Property), or the agents or employees of any such company acting in the scope of their authority as such agents or employees;

(c) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by Declarant, or its successors, assigns, agents, employees or contractors, in connection with the marketing and sales by Declarant of the Units or in the course

of planning for, preparing the Covered Property for and/or construction upon the Covered Property of any Unit or streets, utilities, recreational and residential buildings, and all other original improvements, or in connection with the exercise of any easement reserved to Declarant under this Declaration; provided, however, that any such acts, proposed acts or conditions created upon the Covered Property shall not unreasonably restrict the Owners in their use and enjoyment of the Common Elements or the facilities thereon;

(d) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, which act or condition has been approved in advance by the Board;

(e) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any person pursuant to a court order, or the order of any public officer or Public Agency; provided, however, that the orders contemplated in this subsection (e) are only those which are the result of action initiated by public officers or agencies and which embody mandatory requirements with penalties for nonperformance and are not those orders which result from the application of private parties or are merely permissive.

(f) Any sales or model tour activity done by the Declarant, and any activity related to Hotel operation, rental activities (including maid, room service, etc.), engineering or security services.

Article 6

SPECIAL RESTRICTIONS REGARDING COTTAGE UNITS

Section 6.1 Improvements or Alterations. An Owner may not make Improvements or alterations to a Unit (including any change in floor coverings) without the approval of the Declarant (prior to the Conversion Date) or the Association (after the Conversion Date), and no change in the appearance of the Common Elements, the exterior appearance of a Cottage Unit, or any other portion of the Covered Property may be made by any Cottage Unit Owner, except as permitted by the Declarant, Association, or as provided otherwise herein. No Cottage Units may be subdivided. However, after acquiring an adjoining Cottage Unit, a Cottage Unit Owner may move or alter any intervening partitions or create apertures in it even if the partition in whole or in part is a Common Element if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Covered Property. Removal of partitions or creation of apertures under these circumstances shall not alter the boundaries of the Cottage Units. Any Cottage Unit Owner who violates this Section shall reimburse the Association for all expenses incurred by it in remedying damage caused by said Cottage Unit Owner's violation of this Section. No Cottage Unit Owner or its Permitted User shall permit anything to be done or kept in Unit or within any other portion of the Covered Property which violates any law, ordinance, statute, rule or regulation of any local, county, state or federal government or agency thereof. Such expense shall be a Personal Assessment, enforceable in the manner provided in Article VIII hereof. The foregoing prohibitions shall not modify or affect the obligation of each Cottage Unit Owner for the prudent care and ordinary maintenance and upkeep of all property subject to his use.

Section 6.2 **Common Elements and Limited Common Elements.** No Cottage Unit Owner shall obstruct, remove, damage, alter or injure in any way any portion of the Common Elements or Limited Common Elements. Any Cottage Unit Owner who violates this Section shall reimburse the Association for all expenses incurred by it in remedying the damage caused by said Cottage Unit Owner's violation of this Section. Such expense shall be a Personal Assessment, enforceable in the manner provided in Article VIII hereof. The foregoing prohibitions shall not modify or affect the obligation of each Cottage Unit Owner for the prudent care and ordinary maintenance and upkeep of all property subject to his or her use. Declarant and each Cottage Unit Owner, by accepting an Original Deed or any other transfer of a Cottage Unit, hereby covenants and agrees to abide by the Governing Instruments, including, without limitation, the Rules and Regulations.

Section 6.3 **Maintenance of Cottage Units.** Each Cottage Unit Owner shall be required to maintain their Cottage Unit in a neat, clean, orderly, safe, sanitary and attractive condition to the same standard as when the Cottage Unit was first purchased.

Section 6.4 **No Increased Insurance.** No Cottage Unit Owner shall do or place anything in any Cottage Unit or within any other portion of the Covered Property without the prior written consent of the Board (i) which will increase the rate of insurance on the Covered Property or (ii) which will result in the cancellation of insurance for the Covered Property, or any portion thereof.

Section 6.5 **Failure to Vacate.**

(a) Detaining User. A Permitted User or users under a rental program who have failed to timely vacate ("**Detaining User**") shall: (i) be subject to immediate removal, eviction or ejection from the Cottage Unit or portion of the Common Elements wrongfully used or occupied; (ii) be deemed to have waived any notice required by law with respect to any legal proceedings regarding removal, eviction or ejection (to the extent that such notices may be waived under Wisconsin law); (iii) reimburse the Association and the detained Cottage Unit Owner or Permitted User ("**Detained User**") for all costs and expenses incurred by such party as a result of such conduct, including, but not limited to, costs of alternate accommodations for the Detained User, travel costs, court costs and reasonable attorneys' fees incurred in connection with removing, evicting or ejecting the Detaining User from such Cottage Unit, Limited Common Element or Common Element, and costs (including reasonable attorneys' fees) incurred in collecting such reimbursement(s); (iv) pay to the Detained User entitled to use and occupy such Cottage Unit during such wrongful occupancy, as liquidated damages (in addition to the costs and expenses set forth herein), a sum equal to two hundred percent (200%) of the Fair Rental Value per day of the Cottage Unit for each day or portion thereof, including the day of surrender, during which the Detaining User prevents use and occupancy of such Cottage Unit; and (v) become subject to additional penalties issued by the Board in its sole discretion, including restrictions on future reservation, use and occupancy of a Cottage Unit, and restriction of access to Common Element amenities. The Association shall be responsible for determining the Fair Rental Value of a Cottage Unit. In addition to the rights and remedies set forth in this provision, if a Detaining User is a Cottage Unit Owner or its Permitted User, the Association shall have the right to enforce any unpaid fines as liens against such Detaining User's Cottage Unit, in accordance with this

Declaration and applicable law. The Association may, in its sole discretion, suspend use of such Owner's Cottage Unit and amenities.

(b) Removal. The Association shall use reasonable efforts to attempt to remove such Detaining User from the Cottage Unit and/or to assist the Detained User in finding alternate accommodations during such holdover period and to secure, at the expense of the Association, alternate accommodations for any Detained User, which alternate accommodations shall be as near in value to the Detained User's Cottage Unit as possible and the cost thereof shall be assessed to the Detaining User as a Personal Assessment.

(a) Cost. In the event that the Association, in its sole discretion, deems it necessary to contract for a period greater than the actual period for which the use is prevented in order to secure alternate accommodations as set forth above, the cost of the entire period shall be assessed to the Detaining User as a Personal Assessment.

(a) Liquidated Damages. By accepting an Original Deed or any other transfer of a Cottage Unit, each Cottage Unit Owner agrees that, in the event of a wrongful occupancy or use by him or his or her Permitted User, damages would be impracticable or extremely difficult to ascertain and that the measure of liquidated damages provided for herein constitutes fair compensation to those who are deprived of occupancy.

(b) Registration. Each Non-Declarant Cottage Unit Owner may invite family or guests during its Use Period to stay in such Owner's Cottage Unit. during its Use Period as a Permitted User. Any Non-Declarant Owner permitting its Cottage Unit to be occupied by family or a guest must provide the Hotel operator with such occupant's name and period of occupancy and such occupant shall be required to check-in with the Hotel operator and provide positive identification at time of check-in.

(c) Damage. Any Cottage Unit Owner who permits his or her Cottage Unit to be occupied by other persons (but only in accordance with the Rules and Regulations and Reservation Policies and Procedures) shall be responsible for any loss, damage, destruction or violation of this Declaration or the Rules and Regulations which occurs during such occupancy as if such Cottage Unit Owner were the sole occupant of the Cottage Unit. The act or negligence of a Permitted User shall be deemed to be the act of the Cottage Unit Owner.

(d) Delinquency. No use or occupancy by any Cottage Unit Owner will be permitted if such Cottage Unit Owner is delinquent in the payment of any amounts owed to the Association by such Cottage Unit Owner.

Section 6.6 **Rental/Leasing.**

(a) **Rental of Cottage Units.**

(i) **By Non-Declarant Owners.**

Each Non-Declarant Cottage Unit Owner may rent or lease its Cottage Unit through an Approved Rental Agent. For the purposes of this Section, “**Approved Rental Agent**” shall mean any licensed rental agent who appears on the Managing Agent’s list of qualified agents that possess the objective minimum quality and security standards as reasonably set forth by the Managing Agent from time to time. An Approved Rental Agent shall include the Managing Agent. At any time, a Cottage Unit Owner may request from the Managing Agent, in writing, the list of Approved Rental Agents and/or minimum quality standards. A Non-Declarant Owner may choose one (1) of the Approved Rental Agents on such list, or may submit his or her choice of rental agent to the Managing Agent for consideration based on the minimum quality standards. If such rental agent meets the minimum quality standards, as determined by the Managing Agent in its sole discretion, such rental agent’s name shall be added to the list of Approved Rental Agents, and upon notice by the Managing Agent to the Non-Declarant Owner thereof, the Non-Declarant Owner may thereafter employ such agent. Each Non-Declarant Owner shall be required to pay a fee set by the Managing Agent to the hotel operator for reservation management services in addition to fees paid by such Non-Declarant Owner to any rental agent’s commission. The foregoing shall not apply to rental by the Declarant. Each Cottage Unit Owner shall abide by applicable Village laws with respect to short-term rentals.

Rental income may be subject to applicable Wisconsin Statutes, including any Village transient occupancy tax (“TOT”). All TOT due shall be collected and remitted to the Village.

(ii) **By the Declarant.** Declarant shall have the right to rent the Cottage Units which remain owned by Declarant. Any rental income received by Declarant shall inure to the benefit of Declarant.

Section 6.7 **Hotel Unit.**

(a) **Hotel Unit Rules.**

(i) The use of the Hotel Unit and its Hotel Limited Common Elements by Permitted Users shall be subject to the Rules and Regulations to the extent applicable, and to the rules and regulations promulgated by the Hotel Unit Owner.

(ii) Except for hotel services at night, the Hotel Unit Owner shall use reasonable efforts to complete, or cause to be completed, all deliveries, loading, unloading and services to the Hotel Unit subsequent to 6:00 a.m. and prior to 10:00 p.m. each day and shall use best efforts to cause delivery trucks to park only in areas designated for deliveries and subsequent to 6:00 a.m. The Hotel Unit Owner shall not damage, alter or injure in any way any portion of the Common Elements.

(iii) Use of the easements established herein shall not unreasonably interfere with the occupancy of the Hotel Unit and Hotel Limited Common Elements by the Hotel Unit Owner or its Permitted Users.

(b) **Insurance.**

The Hotel Unit Owner shall, at no expense to the Association, maintain or cause to be maintained adequate commercial general liability insurance with a reputable insurance company or companies with minimum amounts of [] Dollars (\$_____.00) combined single limit broad form bodily injury, personal injury and property damage liability, insuring such Hotel Unit Owner against any claims, demands, losses, damages, liabilities and expenses relating to use of the Hotel Unit and the business operations therefrom. The Association, Declarant and any management company employed by Association with respect to the Project shall be named as additional insureds. The Hotel Unit Owner shall, at no expense to the Association, obtain and maintain or cause to be obtained and maintained, builder's risk insurance as the Association may reasonably require and covering any work which such Hotel Unit Owner may undertake, or have undertaken, with respect to the Hotel Unit. If the Hotel Unit Owner fails to maintain, or cause to be maintained, the insurance described in this subsection (e), the Association may maintain the same on behalf of such Hotel Unit Owner. Any premiums paid by the Association with respect to such insurance, plus an administrative charge of five percent (5%) of such premiums, shall be charged to the Hotel Unit Owner.

(c) **No Increased Insurance.** The Hotel Unit Owner shall not do or place, or allow its Permitted User to do or place, anything in the Hotel Unit, upon its Limited Common Elements, if any, or upon any other portion of the Covered Property which will increase the cost of insurance payable by the Association without the prior written consent of the Board; provided, however, that it is expressly acknowledged that the Hotel Unit may be utilized for its intended use and that such use, in the ordinary course of business, shall not be disallowed by this provision nor require the prior written consent of the Board. The Hotel Unit Owner shall not permit anything to be done or kept in its Hotel Unit, or do or place anything upon its Limited Element, or any other portion of the Covered Property, which would result in the cancellation of insurance of the Association.

Article 7

ASSOCIATION, VOTING AND MANAGEMENT

Section 7.1 Association.

(a) **Membership in Association.** Each Owner, including Declarant, shall automatically, upon becoming an Owner, become a Member of the Association and shall remain a Member thereof until he or she ceases to be an Owner.

(b) **Membership Rights and Duties.** Each Member shall have the rights, duties and obligations set forth in this Declaration and the other Governing Instruments, as said documents may be amended from time to time.

(c) **Transfer of Membership.** The membership of each Owner in the Association is appurtenant to and inseparable from his or her ownership of a Unit and shall be automatically transferred upon any authorized assignment or transfer of the ownership of a Unit

to any assignee or transferee and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Unit. Any attempt to make a prohibited transfer shall be void.

(d) **Quorum.** Except as may otherwise be provided in the Governing Instruments, the presence, in person or by proxy, of Members representing not less than twenty five percent (25%) of the total voting power of the Members shall constitute a quorum at all meetings of the Association; provided however, that for the purposes of approving any increase in Assessments and approval of Special Assessments, the presence, in person or by proxy, of Members representing not less than fifty percent (50%) of the voting power residing in Members of the Association shall constitute a quorum. In the event a quorum is not present at any Association meeting, no business shall be conducted and the meeting shall be adjourned without fixing a date for a future meeting or action.

(e) **Voting and Types of Membership.**

(i) **Classes of Membership.** The Association shall have two (2) classes of voting membership:

1) **Class A:**

Class A Members shall be all Owners of a Cottage Unit and the Hotel Unit except Declarant, and each Owner shall be entitled to its Proportionate Share of voting percentage per Unit owned. When more than one (1) person is the Owner of a Unit, all such persons shall be Members; provided, however, that in no event shall more than the number of votes allowed per Unit be cast with respect to any Unit except as set forth below.

2) **Class B:**

Class B Members shall be the Declarant, which shall be entitled to its Proportionate Share of voting percentage for each Unit owned by Declaration, multiplied by three (3). Pursuant to Section 5 below, Class B membership shall cease and Declarant's membership shall be converted to Class A membership.

3) **Class B Termination Date:**

The Class B Termination Date ("**Conversion Date**") shall be the soonest of: i) three (3) years from the date of the initial conveyance of a Unit to a purchaser in the Covered Property; or ii) thirty (30) days after the conveyance of seventy-five percent (75 %) of the Proportionate Share in the Common Elements to third-party purchasers. Prior to the conveyance of twenty-five percent (25 %) of the interest in the Common Elements to purchasers, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least twenty-five percent (25%) of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the interest in the Common Elements to purchasers, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least thirty-three-and-one-third percent (33 1/3%) of the Board of Directors. Not later than forty-five (45) days after the Conversion Date, the

Association shall hold a meeting and the Owners shall elect an executive board of Directors and Officers of the Association, as provided in Section 7.1(e)(iv). The Directors and Officers shall take office upon election.

4) **Member Voting Rights Related to Expenses.**

All applicable membership class(es) shall vote on all issues related to General Common Expenses, By accepting a Deed to a Cottage Unit, a Cottage Unit Owner acknowledges that the majority of the Covered Property is comprised of the Hotel Unit and the Hotel Limited Common Elements, decisions with respect to the staffing, maintenance and operation thereof will be made by the Owner of the Hotel Unit or the Hotel Manager on the owner of the Hotel Unit's behalf, and not by the Board, and therefore, neither the Board nor the Cottage Unit Owners will have any right to participate in or control decisions with respect to the same. Further, pursuant to any Hotel Management Agreement in place from time to time with respect to the Hotel, the Hotel Manager may have the right to substantially control the decoration, appearance and management of the Hotel, and the hiring, retention and dismissal of Hotel staff, as well as the design and appearance of staff uniforms and other aspects of operation of the Hotel within the Covered Property.

(ii) **Joint Owners Disputes.** The vote for each Unit must be cast as one unit, and fractional votes from joint Owners shall not be allowed. In the event that the joint Non-Declarant Owners of a Unit are unable to agree among themselves as to how their votes shall be cast, they shall lose their right to vote on the matter in question. If any Non-Declarant Owner or Non-Declarant Owners cast a vote representing a Unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all Owners of the same Unit. In the event more than the allocated votes are cast for a particular Unit owned by a Non-Declarant Owner, none of said votes shall be counted and said votes shall be deemed void.

(iii) **Approval Requirements.** All Members of the Association shall be entitled to vote on all matters affecting the Covered Property which are required by the Declaration to be submitted to the vote of the Members. Except as may otherwise be provided in the Governing Instruments, a bare majority present and constituting a quorum of the voting power residing in Members, in person or by proxy, shall prevail on any matter to be voted on.

(iv) **Board of Directors.** In addition to the requirements stated in Section 7.1(e)(i)(3), the affairs of the Association shall be governed by a Board of Directors. Except for matters reserved to the Association Members or Owners under Wisconsin Statutes, the Declaration, or the Bylaws, all policy and operational decisions of the Association, including interpretation of the Governing Instruments, Bylaws, rules, and other documents relating to the Condominium or the Association, shall be made by the Board of Directors. Voting for members of the Board shall be by secret written ballot. The Owner of the Hotel Unit shall appoint four (4) members of the Board who shall serve for three (3) year terms, and the Cottage Unit Owners shall elect one (1) member of the Board, who shall serve for a one (1) year term. One director may be a non-Owner. The rest must

be a Member of the Association or a representative of Declarant designated by Declarant. Subject to Wisconsin Statutes, the Board shall consist of the persons appointed by Declarant until the first annual meeting of the Association. Thereafter, the Board shall be elected by the Members and Declarant; provided, however, that Declarant shall have the right to appoint a majority of directors on the Board until the Conversion Date. Furthermore, any director appointed by the Declarant shall serve until such time as the Declarant appoints a replacement director or until his or her successor has been qualified and duly elected by the Members of the Association, pursuant to the provisions hereof. Notwithstanding anything to the contrary herein, a director who has been elected to office solely by the vote of the Members other than Declarant may be removed from office prior to the expiration of his or her term of office only by the vote of at least a simple majority of the voting power residing in Members other than Declarant.

(v) **Consent of Super Majority.** Notwithstanding anything to the contrary herein, Consent of a Super-Majority of Members (as defined in **Exhibit A**) shall be required in order to commence an action by the Association against the Declarant or other developer of the Covered Property and for the Association to use any Association Assessments for litigation.

(vi) **Commencement of Voting Rights.** Voting rights attributable to the Units shall not vest until Assessments have been levied in accordance with the provisions of Article VIII below.

Section 7.2 **Declarant's Reserved Rights.**

(a) **Action Subject to Declarant's Reserved Rights.** Declarant shall have the right to approve any proposed amendments to this Declaration which affect Declarant's rights.

Article 8

MANAGEMENT

Section 8.1 **Powers and Duties Generally.** The maintenance and repair of the Common Elements (including the Limited Common Elements) and Common Furnishings, and any alterations or additions thereto, shall be vested in the Association. The Association, acting alone (through the Board, its officers, or other duly authorized representatives) may, subject to the provisions of the Governing Instruments, exercise any and all rights and powers herein enumerated and, except as specifically limited herein, all the rights and powers of a nonprofit mutual benefit corporation under the laws of the State of Wisconsin.

Section 8.2 **Specific Powers and Duties of the Association.** The Association shall have the power and the duty to maintain and repair the Common Elements (including Limited Common Elements), to acquire (by lease or purchase), maintain, repair and replace the Common Furnishings, if any, to levy, collect, and enforce the Assessments enumerated in this Declaration, and to pay, as agent, the expenses and costs enumerated in this Declaration. The following specific

powers and duties are in amplification and not limitation of the foregoing general powers and duties.

(a) **Bank Accounts.** The Association shall have the power and duty to deposit all funds collected from Owners by the Association in connection with its rights and duties hereunder as follows:

(i) The Association shall establish as a minimum the following accounts into which shall be deposited all funds paid to the Association and from which disbursements shall be made, as provided in this Declaration: i) a General Account and ii) a Reserve Account. Association accounts may be established as trust accounts at a banking or savings institution.

(ii) All funds shall be initially deposited in the General Account. Funds deposited in the General Account may be used by the Association only for the purposes for which such funds have been collected.

(iii) Within thirty (30) days after deposit in the General Account any Reserve Expenses shall be deposited in the Reserve Account. The Association shall keep accurate books and records reflecting the amount in each account attributable to each Owner. Funds deposited in the Reserve Account shall be held in trust and, except as otherwise provided for in this Declaration, may be used by the Association only for the specific purposes for which such funds have been collected, which purposes shall be limited to the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of Major Components. Interest, if any, earned on funds deposited in a Reserve Account shall be accumulated therein and shall be used only for payment of Reserve Expenses and any taxes incurred by the Association as a result of the earning of such interest.

(b) **Budget and Annual Report.**

(i) Not less than forty-five (45) days and not more than sixty (60) days prior to the beginning of each Fiscal Year of the Association (the "**Distribution Date**"), the Board shall distribute to each Member the Budget for the upcoming Fiscal Year which shall specifically include the following items:

1) a statement of estimated revenue and expenses on an accrual basis;

2) a summary of the Association's reserves based upon the most recent review or Reserve Account Study (as defined herein below) conducted pursuant to Section 8.2.(f) below;

3) a statement as to whether the Board has determined or anticipates that the levy of one (1) or more Special Assessments will be required to repair, replace or restore any Major Component or to provide adequate reserves therefore; and

4) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of future repair, replacement or additions to the Common Elements and the Common Furnishings.

(ii) Within one hundred and twenty (120) days after the end of each Fiscal Year, the Board shall cause to be distributed to each Member an Annual Report, that the Association shall have the right, but not the obligation, to have prepared by a Wisconsin Certified Public Accountant. Otherwise, the Annual Report shall be prepared by the Managing Agent or by an officer of the Association and shall be accompanied by the certificate of the person preparing the Annual Report that the Annual Report was prepared without audit from the books and records of the Association.

(iii) In lieu of the distribution of the Budget and Annual Report set forth in this subsection (b), the Board may elect to distribute a summary of the Budget and Annual Report to all of its Members with a written notice that the Budget and Annual Report are available at the business office of the Association or at another suitable location within the boundaries of the Covered Property and that copies will be provided upon request and at the expense of the Association. If any Member requests copies of the Budget, including the statements described in this Section, and/or the Annual Report to be mailed to the Member, the Association shall provide copies to the Member by first-class mail at the expense of the Association and mailed within five (5) business days. The Budget and Annual Report must also be made available to First Mortgagees upon their submission of a written request for it.

(iv) The Board shall take the following actions not less frequently than quarterly:

1) cause a current reconciliation of the General Account to be made and review the same;

2) cause a current reconciliation of the Reserve Account to be made and review the same;

3) review the current year's actual reserve revenues and expenses compared to the current year's Budget;

4) review the most current account statements prepared by the financial institution where the Association has its General Account and Reserve Account; and

5) review an income and expense statement for the Association's General Account and Reserve Account.

(c) **Delegation.** The Association shall have the power to delegate the authority and responsibilities of the Association hereunder to one or more agents, including, without limitation, the Managing Agent.

(d) **Filing of Civil Action.** Except as provided under Article 17, the Association shall have the duty to provide, not later than thirty (30) days prior to the filing of an civil action by the Association against the Declarant or other developer of the Covered Property for alleged damage to the Common Elements, a written notice to each Member, which notice shall specify all of the following:

- (i) That a meeting will take place to discuss problems that may lead to the filing of a civil action;
- (ii) The options, including civil actions, that are available to address the problems; and
- (iii) The time and place of such meeting.

Consent of a Super-Majority of Members shall be required in order to commence an action by the Association against the Declarant or other developer of the Covered Property and for the Association to use Association accounts holding Assessments.

Notwithstanding the foregoing, if the Association has reason to believe that the applicable statute of limitations will expire before the Association files the civil action, the Association may give the notice described in this subsection within thirty (30) days after the filing of the action.

(e) **Inspection of Books and Records.**

(i) The Association shall have the power and duty to open, at any reasonable time during usual business hours, the books and records of the Association for inspection by any Member or Declarant's Mortgagee upon the written demand by such Member or Declarant's Mortgagee; provided, however, that the Association shall be obligated to open its books and records for inspection by a Member only if the Member requests such inspection for a purpose reasonably related to the Member's interests as a Member. The inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts.

(ii) The Board shall have the power and duty to establish reasonable rules with respect to (A) notice to be given to the custodian of records by the person desiring to make the inspection; (B) hours and days of the week when such an inspection may be made; and (C) payment of the cost of reproducing copies of documents requested by a Member or Mortgagee.

(iii) Each director of the Association shall have the absolute right at any time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director of the Association includes the right to make extracts and copies of documents.

(f) **Maintenance of Adequate Reserves.**

(i) At least once every three (3) years after the first sale of a Unit, the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the Major Components which the Association is obligated to repair, replace, restore, or maintain as part of a study (the "**Reserve Account Study**") of the Reserve Account requirements of the Covered Property if the current replacement value of the Major Components is equal to or greater than one-half (1/2) of the gross Budget of the Association which excludes the Reserve Account for that period. The Board shall review the Reserve Account Study annually and shall consider and implement necessary adjustments to the Board's analysis of the Reserve Account requirements as a result of that review. The Reserve Account Study shall at a minimum include the following:

1) Identification of the Major Components which the Association is obligated to repair, replace, restore, or maintain which, as of the date of the Reserve Account Study, have a remaining useful life of less than thirty (30) years;

2) Identification of the probable remaining useful life of the Major Components as of the date of the Reserve Account Study;

3) An estimate of the cost of repair, replacement, restoration, or maintenance of the Major Components during and at the end of their useful life;

4) An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the Major Components during and at the end of their useful life, after subtracting total funds in the Reserve Account as of the date of the Reserve Account Study;

5) The current amount of accumulated cash in the Reserve Account actually set aside to repair, replace, restore or maintain the Major Components; and

(ii) The percentage that accumulated cash in the Reserve Account actually set aside is of the current estimate of cash reserves necessary to repair, replace, restore or maintain the Major Components

(iii) The Board may authorize the temporary transfer of money from the Reserve Account to the Association's General Account to meet short-term cash flow requirements or other expenses, provided the Board has made a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the Reserve Account. The transferred funds shall be restored to the Reserve Account as soon as practicable and in no event later than one (1) year after the date of the initial transfer, except that the Board may, upon making a finding supported by documentation that a temporary delay would be in the best interests of the Covered Property, temporarily delay the restoration. The Board shall exercise prudent fiscal management in maintaining the integrity of the Reserve Account, and shall

not authorize the expenditure of any funds from the Reserve Account for uses other than the repair, restoration, replacement or maintenance of the Common Elements or Common Furnishings for which the Reserve Account was established which cumulatively exceeds five percent (5%) of the budgeted Common Expenses for the current Fiscal Year without concurrently authorizing a Special Assessment which will restore reserves to adequate levels as determined by the Reserve Account Study.

(iv) When a decision is made to use funds from the Reserve Account or to temporarily transfer money from the Reserve Account to pay for litigation, the Association shall notify the Members of that decision in the next available mailing to all Members and of the availability of an accounting of those expenses. The Association shall make an accounting of expenses related to the litigation on at least a quarterly basis, and such accounting shall be made available for inspection by Members at the Association's office.

(g) **Insurance.**

(i) **Insurance to be Obtained.**

1) The Association shall have the power and duty to obtain and pay the cost of, on and after the Starting Date, insurance against loss or damage to the Common Elements and Common Furnishings, including, without limitation, machinery used in the service of the Covered Property, by fire and other risks and hazards customarily covered by an insurance policy written on an all risk basis, including, to the extent available at a reasonable cost, earthquake insurance. The stipulated amount of such insurance shall be based on the full replacement cost thereof at the time and place of loss, and the Association shall either (i) annually update such stipulated full replacement cost amount to reflect the then-current estimated full replacement cost thereof, or (ii) procure and maintain an endorsement which provides for full reimbursement for the actual cost of repair or replacement thereof, without deduction for depreciation.

2) The Association shall have the power and duty to obtain and pay the cost of, on and after the Starting Date, insurance against hazards such as burglary and theft covering the Common Furnishings.

3) The Association shall procure: (i) insurance for loss due to claims for bodily injury, death and property damage with a combined single limit liability with regard thereto of not less than \$1,000,000.00 per occurrence, and (ii) maintain one (1) or more umbrella liability insurance policies against loss or damage due to claims for personal injury, death and property damage with a limit with regard thereto of not less than \$5,000,000.00 per occurrence. The Association may obtain, to the extent available at a reasonable cost, insurance against loss or destruction of personal property belonging to the Association located within the Covered Property.

4) The Association shall have the power and duty to obtain and pay the cost of, to the extent available at a reasonable cost, directors' and officers' liability

insurance, workers' compensation insurance, automobile liability and any other insurance deemed necessary or desirable by the Association. Such other policies of insurance shall cover such risks, be written by such insurers, and be in such amounts as the Association shall deem necessary and proper under the circumstances. The Association shall cause to be covered by a fidelity bond or insurance providing for a blanket crime endorsement, any employee or agent of the Managing Agent or the Association who may have charge of funds of any Owner or Permitted User or of the Association. The loss coverage under any such bond or policy shall not be less than the maximum amount of funds of the Association over which the principals under the bond or policy may reasonably be expected to have control or access at any time.

All insurance policies obtained by the Association hereunder shall name all Owners (as a class), all Association directors and officers, and Declarant (individually) as named insureds. Liability insurance shall contain appropriate waivers of subrogation against any Owner or member of such Owner's household, and a provision that no act or omission by an Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or operate as a condition to recovery by any other person under such policy.

(ii) **Distribution of Insurance Summary.**

1) Within sixty (60) days preceding the beginning of the Association's Fiscal Year, the Board shall prepare and distribute to each Member a summary (the "**Insurance Summary**") of the Association's property, general liability, and earthquake and flood insurance policies, which Insurance Summary shall include all of the following information about each policy: a) the name of the insurer, b) the type of insurance, c) the policy limits of the insurance, and d) the amount of deductibles, if any.

2) The Insurance Summary shall contain, in at least 10-point boldface type, the following statement: "This summary of the Association's policies of insurance provides only certain information as required by applicable law, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association Member may, upon request and provision of reasonable notice, review the Association's insurance policies, and upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association Members should consult with their individual insurance broker or agent for appropriate additional coverage."

3) The Board shall, as soon as reasonably practical, notify each Member by first-class United States mail if any of the policies described in this subsection have lapsed, been canceled and are not immediately renewed, restored or replaced, or if there is a significant change, such as a reduction in coverage or limits or an increase in the

deductible, for any of those policies. If the Association receives any notice of nonrenewal of a policy described in this subsection, the Association shall immediately notify its Members if replacement coverage will not be in effect by the date the existing coverage will lapse.

4) To the extent that any of the information to be disclosed pursuant to this subsection is specified in the insurance policy declaration page, the Board may meet its obligation to disclose that information by making copies of that page and distributing it to all of the Members.

(h) **Legal and Accounting.** The Association shall have the power to obtain and pay the cost of legal and accounting services necessary or proper in the maintenance and repair of the Common Elements and Common Furnishings and the enforcement of the Governing Instruments.

(i) **Levy and Collection of Assessments.** The Association shall have the power, and shall have the duty to take such action as the Board deems reasonable, (i) to levy, collect and enforce Assessments against the Owners in the manner provided in Article VIII hereof in order to pay the expenses of maintaining and repairing the Common Elements and Common Furnishings (including the fee of the Managing Agent), and (ii) to do all things necessary to enforce each Owner's obligations hereunder, including Owner use limitations

(j) **Maintenance and Repair.** The Association shall have the power, and to the extent deemed necessary or proper by the Board for the maintenance and repair of the Common Elements and Common Furnishings, the duty to perform the maintenance and repair obligations set forth on **Exhibit C** attached hereto, as may be amended by Declarant in its sole discretion from time to time.

(k) **Minutes, Agenda and Policies.** The Association shall have the power and duty to provide each Owner with (i) a copy of the minutes of Board meetings within thirty (30) days following the date of such meeting upon request and upon reimbursement of the Association's reasonable cost to copy and distribute, (ii) a list of the orders of business to be considered at the annual meeting of Members not later than thirty (30) days prior to the date for such meeting, which list shall contain the name, address and a brief biographical sketch (if available) of each Member nominated to stand for election to the Board, and (iii) within sixty (60) days prior to the beginning of each Fiscal Year, a copy of the Association's enforcement policies and practices, if any.

(l) **Other Necessary Acts.** The Association shall have the power to do all other things or acts deemed by the Association to be necessary, desirable or appropriate for the maintenance, repair and replacement of the Common Elements (including the Limited Common Elements) and Common Furnishings.

(m) **Right of Entry.** The Association shall have the right, at any reasonably necessary time, whether or not in the presence of an Owner, to enter upon any Unit for the purpose of (i) making emergency repairs therein, (ii) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Unit, (iii) protecting the

property rights and welfare of any Owner or Permitted User, or (iv) for any other purpose reasonably related to the performance by the Association of its duties and obligations under the terms of this Declaration. Such right of entry shall be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the possession, use and enjoyment of the rightful occupant of such Unit and shall be preceded by reasonable notice to such occupant whenever the circumstances permit. Any action taken by the Association pursuant to the foregoing provisions of this subsection must be reasonably related to the performance by the Association of its responsibilities under the terms of this Declaration. The Association shall further have the authority to lease or to grant licenses or concessions with respect to all or part of the Common Elements other than Limited Common Elements; provided, however, that any charges levied against the general public for any particular facilities shall not be less than charges levied against the Owners for the same use of the same facilities.

(n) **Roster.** The Association shall have the power and duty to compile a listing of the names and addresses of Members (“**Roster**”). Upon the written request of an Owner stating the purpose for which the request is made, the Association shall furnish such Owner with a copy of the Roster and may charge such Owner a reasonable fee therefor. Each Owner who requests and receives a copy of the Roster hereby agrees not to make any use of the Roster prohibited by Wisconsin Statutes (including, without limitation, use of the Roster to solicit money or property or for any other commercial purpose) or to distribute a copy of the Roster to any person who is not an Owner or for any purpose unrelated to any Owner’s interest as an Owner and Member. Any Owner who uses or distributes the Roster in a manner prohibited under this subsection shall, in addition to all other rights, powers and remedies available to the Association under this Declaration, be subject to all of the liabilities imposed under Wisconsin Statutes, and agrees to indemnify and defend the Association, the Board and the Managing Agent against and to hold the Association harmless from any and all claims arising from or related to such Owner’s prohibited use of the Roster.

(o) **Rules and Regulations.** The Association shall have the power and duty to adopt, publish and enforce (to the extent deemed necessary and proper by the Board), from time to time, Rules and Regulations relating to the possession, use and enjoyment of the Covered Property which Rules and Regulations shall be consistent with the provisions of the Governing Instruments.

(p) **Statements of Status; Covered Property Documents.**

(i) The Association shall have the power and duty to issue a Statement of Status within ten (10) business days of the mailing or delivery of a request therefor by any Owner, Mortgagee, purchaser or other prospective transferee of a Unit. Such Statement of Status shall be binding upon the Association in favor of any person who may rely thereon in good faith.

(ii) The Association shall have the power and duty to provide a copy of the then-current Declaration, Articles, By-laws, Budget, Annual Report, Insurance Summary, Rules and Regulations, and Reservation Policies and Procedures within ten (10) business days of the mailing or delivery of a request therefor by any Owner.

(iii) The Association shall have the power to charge a fee for providing the Statement of Status and other requested documents, which fee shall not exceed the reasonable cost of preparation and/or reproduction thereof.

(q) **Taxes and Assessments.** The Association shall have the power and duty to pay all taxes and assessments and other costs affecting or relating to the Covered Property or the Common Furnishings not otherwise directly assessed against each Owner and shall have the power to discharge, contest or protest liens or charges affecting the Covered Property.

(r) **Utilities.** The Association shall have the power and duty to obtain and pay the costs of water, electrical, telephone, cable television, high speed internet access, gas, refuse pick-up, garbage disposal and other utility services for the Cottage Units, Common Elements and Limited Common Elements.

Section 8.3 Commencement of Assessments. Assessments shall commence on all Units on the first business day of the first calendar month following the first Close of Escrow, including any Units that are model units. Assessments of fractions of a month shall be prorated. Declarant or Non-Declarant Owners shall pay its' full Proportionate Share of the Assessment on all unsold Units for which Assessments have commenced. The Board shall fix the amount of the Assessment against each Unit at least thirty (30) days in advance of each Assessment period. However, unless otherwise established by the Board, the initial Assessments shall be assessed in accordance with the most recent Budget on file with and approved by the Association. Written notice of any change in the amount of any Assessment shall be sent via first-class mail to every Owner subject thereto not less than thirty (30) nor more than sixty (60) days before the increased Assessment becomes due.

Section 8.4 Apportionment of Assessments. Regular Assessments and Special Assessments shall be assessed against the Owners and their Units based on such Owner's Proportionate Share. The Board may determine that funds less than one hundred fifty percent (150%) of the current Fiscal Year's Budget (excluding Reserve Expenses) in the General Account at the end of the Fiscal Year be retained and used to reduce the following Fiscal Year's Assessments. If there is a dissolution of the Association, any amounts remaining in the General Account or Reserve Account shall be distributed to or for the benefit of the Owners in the same proportions as such funds were collected from the Owners. Notwithstanding anything to the contrary herein, Regular Assessments and Special Assessments shall be waived with respect to the Declarant, to the extent described in the Subsidy Agreement and during the term of such Subsidy Agreement.

Section 8.5 Authority and Duty to Engage Managing Agent. The Association shall have the authority to engage and the obligation to use its best efforts to engage and maintain a reputable firm as the Managing Agent for the Covered Property pursuant to a Management Agreement, in compliance with Wisconsin Statutes and applicable law. The initial term of the Management Agreement shall be for three (3) years and shall automatically renew for successive one (1) year terms. The Association Consent of a Majority of Owners may determine not to renew the Management Agreement upon the provision of not less than ninety (90) days written notice prior to the first, second or third anniversary of the commencement of the Management Agreement,

or the expiration of any applicable successive one (1) year term thereafter, or upon the happening of one of the following events, which shall constitute "cause":

- (a) proceedings in insolvency, bankruptcy, receivership, liquidation or taking against the Managing Agent;
- (b) if the Managing Agent makes an assignment for the benefit of its creditors or commits any action of bankruptcy under applicable law;
- (c) if the Managing Agent assigns the Management Agreement or any rights approving hereunder to any person without the prior written consent of the Board;
- (d) if the Managing Agent fails to substantially perform its duties and obligations under the Management Agreement for a continuous period of ninety (90) days after written notice of default under the Management Agreement from the Board specifying the default complained of; or
- (e) by mutual consent in writing by the Association and the Managing Agent.

In the event of termination as described in subparagraphs (a) through (e), if requested by the Managing Agent, then said termination shall be subject to arbitration in accordance with the American Arbitration Act.

The Managing Agent shall have at a minimum, the caliber of qualifications as the manager of the Hotel.

Section 8.6 Limitation on Powers of the Board. In addition to the limitations and restrictions enumerated in the Articles of Incorporation and By-laws or elsewhere provided for herein, and without limiting the generality thereof, the Members may, by special resolution, restrict the borrowing powers of the Directors, but a restriction so imposed expires at the next annual general meeting.

Section 8.7 Limited Liability. Neither the Association nor the Managing Agent shall be responsible for the acts, omissions or conduct of any Owner or Permitted User or for the breach of any of the obligations of any Owner or Permitted User.

Section 8.8 Standard of Care, Nonliability.

(a) **Scope of Powers and Standard of Care.**

(i) **General Scope of Powers.** Rights and powers conferred on the Board, the Owners, or other committees or representatives of the Association by the provisions of this Declaration are not duties, obligations or disabilities charged upon those persons unless the rights and powers are explicitly identified as including duties, obligations or disabilities in the provisions of this Declaration or in applicable law. Unless a duty to act is imposed on the Board, Owners, or other committees or representatives of the Association by the Governing Instruments or applicable law, the Board, Owner and the

committees have the right to decide to act or not act. Any decision to not act is not a waiver of the right to act in the future.

(ii) **Business Affairs.** This subsection applies to Board member actions in connection with management, personnel, maintenance and operations, insurance, contracts and finances. Each Board member shall perform the duties of a Board member in good faith, in a manner such Board member believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. When performing his or her duties, a Board member is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

1) One or more officers or employees of the Association whom the Board member believes to be reliable and competent in the matters presented;

2) Counsel, independent accountants or other persons as to matters which the Board member believes to be within such person's professional or expert competence; or

3) A committee of the Board upon which the Board member does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as, in any such case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

4) This subsection is intended to be a restatement of the business judgment rule established in applicable law as it applies to the Association. All amendments, modifications, restatements and interpretations of the business judgment rule applicable to the Association shall be interpreted to amend, modify, restate or interpret this subsection.

(iii) **Association Governance.** This subsection applies to Board actions, and other committee decisions in connection with interpretation and enforcement of the provisions of this Declaration, architectural and landscaping control, regulation of uses within the Covered Property, rule making and oversight of committees. Actions taken or decisions made in connection with these matters shall be reasonable, fair and nondiscriminatory.

(b) **Nonliability.**

(i) **General Rule.** No person is liable to any other person (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from such person's acts or omissions when the acts or omissions are within what the person reasonably believed to be the scope of the person's Association duties ("Official Acts"), except to the extent that injuries or damage result from the person's willful or

malicious misconduct. No person is liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such person's Official Acts, except to the extent that such injuries or damage result from such person's willful or malicious misconduct. The Association is not liable for damage to property in the Covered Property unless caused by the negligence of the Association, the Board, the Owners, the Association's officers, the Managing Agent or the Managing Agent's staff.

(ii) **Nonliability of Volunteer Board Members and Officers.** A volunteer Board member or volunteer Association officer shall not be personally liable to any person who suffers injury, including without limitation, bodily injury, emotional distress, wrongful death or property damage or loss as a result of the tortuous act or omission of the volunteer officer or Board member if they act within their scope of duty, in good faith without willful, wanton or gross negligence and the Association carries reasonable levels of general liability and director and officer coverage for comparable condominium owners' associations.

Section 8.9 Enforcement of Certain Bonded Obligations. If (i) the Improvements located on the Covered Property are not completed by the Declarant prior to the marketing or sale of the Cottage Units to the public, and, (ii) the Association is the obligee under a bond, letter of credit or other arrangement ("**Bond**") required by a governmental department or agency to secure performance of the Declarant's commitment to complete the Improvements, the following provisions of this Section will be applicable:

(a) **Board Action.** The Board shall consider and vote on the question of Association action to enforce the obligations under the Bond with respect to any such Improvement for which a notice of completion ("**Notice of Completion**") has not been filed, within sixty (60) days after the completion date specified for that Improvement in the planned construction statement appended to the Bond. If the Association has given an extension in writing for the completion of any Improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed, within thirty (30) days after the expiration of the extension.

(b) **Owner Action.** A special meeting of Owners, for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the Board's failure to consider and vote on the question, shall be held no fewer than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by Owners representing in the aggregate not less than twenty percent (20%) of the Association total voting power. A vote of Owners representing a Super Majority of the Association voting power, to take action to enforce the obligations under the Bond shall be deemed the Association's decision, and the Board must thereafter implement this decision by initialing and pursuing appropriate action under Article XV of this Declaration in the Association's name.

Article 9

ASSESSMENT AND COLLECTION OF ASSESSMENTS

Section 9.1 Creation of Personal Obligations For Assessments. From and after the Starting Date, Declarant, for each Unit owned by Declarant, hereby covenants, and each Owner of a Unit, by acceptance of the conveyance thereof, whether or not it shall be so expressed in the Original Deed, shall be deemed to have covenanted and agreed, for each such Unit owned, to pay to the Association all Assessments which shall be established according to the Proportionate Share, made and collected as hereinafter provided. The Assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of each Owner at the time each Assessment becomes due and payable and shall be a lien and charge upon the Unit against which such Assessment is made. Except as otherwise provided in this Declaration, the personal obligation for Delinquent Assessments shall not pass to successors-in-title unless expressly assumed. No Owner may waive or otherwise avoid liability for the Assessments by non-use of his or her Unit or any part thereof or any abandonment thereof.

Section 9.2 Purpose of Assessments. Assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, to maintain, repair and improve the Common Elements and Common Furnishings, and to reimburse expenses incurred by the Association and other expenditures incurred in the performance of the duties of the Association as set forth in this Declaration.

Section 9.3 Increase and Reduction of Budget.

(a) In the event of deannexation pursuant to Article XII, the Board shall, not later than sixty (60) days following the Deannexation Date, cause to be prepared a supplemental Budget showing a decrease in the Common Expenses for the applicable Fiscal Year attributable to the deannexation of Common Elements from the Covered Property caused by such deannexation, all prorated for the remainder of the Fiscal Year from such Deannexation Date.

(b) If the Board shall determine at any time during the Fiscal Year that the Budget is, or will be, in excess of the amounts needed to meet the Common Expenses (other than Reserve Expenses) but less than one hundred fifty percent (150%) of the amounts needed to meet the Common Expenses (other than Reserve Expenses) for such Fiscal Year, the Board shall have the authority, exercisable in its sole discretion, to cause to be prepared an estimate of the amount of such excess, which excess shall then be subtracted from the previously prepared Budget for the Fiscal Year to which such excess is applicable. The Common Expenses reflected in the reduced total Budget shall then be allocated among the Unit Owners. Except as may be determined by the Owners on an annual basis, (i) no Unit Owner shall, by reason of such reduction, be entitled to a refund of all or any portion of any Regular Assessment previously paid, and (ii) each Unit Owner hereby agrees that any amount assessed and collected in excess of the amount required to meet the Common Expenses (other than Reserve Expenses) shall be applied to reduce the amount assessed to meet the Common Expenses for the next succeeding Fiscal Year. Any reduction in the Budget, as provided herein, shall not relieve any Unit Owner from his or her obligation to pay any past due Regular Assessment. Notwithstanding the above, the Board shall have the obligation to return to

Owners any funds retained in the General Account in excess of one hundred fifty percent (150%) of the current Fiscal Year Budget (not including Reserve Expenses) in the same proportions as such funds were collected from the Owners but excluding any amounts contributed by Owners to the Association as an initial capital contribution.

Section 9.4 Regular Assessment. (a) Regular Assessments are calculated for each Owner in accordance with each Owner's Proportionate Share, based on the Budget adopted by the Board in accordance with this Declaration. The initial Regular Assessment for each Unit may be prorated between the Declarant and the grantee thereof as more particularly provided in the Williams Bay Offer Form for such Unit. Assessments shall commence as to each Unit as specified in Section 8.3. Except as otherwise provided in this Declaration, without the Consent of a Majority of Members, the Regular Assessments for any applicable Fiscal Year subsequent to the first Fiscal Year shall not exceed one hundred and twenty percent (120%) of the Regular Assessments for the preceding Fiscal Year (without regard to any increase or decrease in the Budget as set forth in Section 9.3 above). The Association shall provide notice in the manners provided in this Declaration to the Owners of any increase in Regular Assessments not less than thirty (30) nor more than sixty (60) days prior to the increased Regular Assessment becoming due.

(b) Notwithstanding the foregoing, Regular Assessment increases shall not be limited to one hundred and twenty percent (120%) of the Regular Assessments for the preceding Fiscal Year (i) in the event of a Regular Assessment levied to replace funds temporarily transferred out of the Reserve Account, or (ii) in the case of any of the following "emergency situations":

- (i) an extraordinary expense required by court order;
- (ii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings where a threat to personal safety is discovered; or
- (iii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings which expense could not have been reasonably foreseen in preparing the Budget; provided, however, that prior to imposition of such an assessment, the Board shall make written findings as to the necessity of the expense and why such expense could not have been reasonably foreseen and such findings shall be distributed to the Members with the notice of assessment.

Section 9.5 Payment of Regular Assessment. The Regular Assessment shall be paid as follows:

(a) Each Non-Declarant Owner, for each Cottage Unit owned by such Owner, shall pay to the Association, for the Fiscal Year in which such Non-Declarant Owner acquired such Cottage Unit, the Regular Assessment for each such Cottage Unit as provided in the Williams Bay Offer Form between such Owner and Declarant.

(b) For each Fiscal Year thereafter, such Non-Declarant Owner shall pay the Regular Assessment with respect to each Cottage Unit which he or she owns to the Association either (A) in one lump sum due on or before the date determined by the Board, or (B) in

installments payable no more frequently than monthly. Whether such Regular Assessment is paid through the method provided in (A) or (B) of the foregoing sentence shall be at the Association's sole discretion.

(c) For each Fiscal Year, Declarant, with respect to each Cottage Unit owned by Declarant, shall pay to the Association the Regular Assessment in twelve (12) equal monthly installments, commencing on January 1 of each Fiscal Year and continuing on the first day of each month thereafter until paid; provided, however, that upon conveyance of a Cottage Unit owned by Declarant by Original Deed, the Regular Assessment attributed thereto shall be paid as set forth for Non-Declarant Owners.

(d) The Hotel Unit Owner shall pay the Regular assessment to the Association in installments payable no more than frequently than quarterly.

(e) That portion of the Regular Assessment which is attributable to Reserve Expenses shall be deposited in the Reserve Account.

Section 9.6 Special Assessments.

(a) If the Regular Assessments collected or to be collected for a particular Fiscal Year are, or will be, inadequate to meet the Common Expenses of the Association for any reason, the Association shall immediately determine the approximate amount of such inadequacy (the "Shortfall"), prepare and distribute a supplemental budget and levy against each Unit a Special Assessment as set forth below in this Section 9.6. The Special Assessment for each Unit shall be determined in the same method as used to determine the Regular Assessment.

(b) Notwithstanding the provisions of the foregoing subsection (a), without the Consent of a Majority of Members, that portion of the Special Assessments attributable to the Shortfall shall not, in the aggregate in any particular Fiscal Year, exceed five percent (5%) of Common Expenses for such Fiscal Year. Notwithstanding the foregoing, Special Assessments shall not be limited to five percent (5%) of Common Expenses in any particular Fiscal Year (i) in the event of a Special Assessment levied to replace funds temporarily transferred out of the Reserve Account, or (ii) in the case of any of the following "emergency situations":

(i) an extraordinary expense required by court order;

(ii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings where a threat to personal safety is discovered;

(iii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings which expense could not have been reasonably foreseen in preparing the Budget; provided, however, that prior to imposition of such an assessment, the Board shall make written findings as to the necessity of the expense and why such expense could not have been reasonably foreseen and such findings shall be distributed to the Members with the notice of assessment; or

(iv) an extraordinary expense in making the first payment of the earthquake insurance surcharge pursuant to Wisconsin Statutes regarding insurance.

(c) The Association shall provide notice by first-class mail to the Owners of any Special Assessments not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

(d) Any Special Assessment may be payable in one lump sum or periodically, as determined by the Association.

Section 9.7 Personal Assessments. In addition to the Regular and Special Assessments authorized hereunder, the Board may levy against any Owner or Owners, at any time and from time to time, a Personal Assessment for purposes of reimbursing the Association for all costs and expenses incurred by it in enforcing any provision of or in remedying any violation of the Governing Instruments, by such Owner or Owners, their Permitted User(s), or their agents, employees or contractors. Personal Assessments may also be made by the Board for any other purposes for which this Declaration provides for the levying of a Personal Assessment. Finally, and in addition to the foregoing, a Personal Assessment may also be levied in the form of a reasonable fine against an Owner for a violation of the Governing Instruments, but only after the Owner(s) to be so fined have been provided with notice and hearing. Personal Assessments shall be due and payable to the Association on the due date fixed by the Board in the notice given to the Owner(s) of such Personal Assessment, which date shall be no earlier than thirty (30) days after the giving of such notice.

Article 10

TERMINATION, CONDEMNATION, DAMAGE AND DESTRUCTION

Section 10.1 Damage or Destruction to Covered Property or Common Furnishings. In the event of any damage or destruction other than by ordinary wear and tear, whether resulting from an insured or uninsured casualty, to all or any portion of the Common Elements or any Common Furnishings, equipment or other personal property leased or owned by the Association, the Association shall promptly cause such to be repaired, restored or replaced as near as may be possible to its condition immediately prior to such damage or destruction. The Board shall obtain firm bids from two (2) or more responsible contractors to rebuild such damaged or destroyed Common Elements as nearly as possible to its condition immediately prior to such damage or destruction and shall accept the bid it considers most favorable. If a bid is accepted, the Board shall levy a Special Assessment on all of the Owners in accordance with the method set forth below. The amount required to make up any deficiencies between the total insurance proceeds and the contract price for such repair and rebuilding is referred to herein as the “**Reconstruction Shortfall**”. The Special Assessment for each Cottage Unit shall be determined in the same method as used to determine the Regular Assessment for each such interest.

Notwithstanding the foregoing, if the loss, damage or destruction was caused by the intentional or negligent act or failure to act of any Unit Owner or his or her Permitted User(s), the cost of such repair shall be a Personal Assessment of, and be paid by, such Owner to

the extent such loss, damage or destruction is not covered by insurance, and if caused by a Declarant Guest, the Declarant shall use reasonable efforts to collect from such person the cost of such repair to the extent such loss, damage or destruction is not covered by insurance. The insurance proceeds available to the Association on account of said damage or destruction shall be paid to the Board. All insurance monies recovered on account of such damage or destruction, less the cost, if any, of such recovery, shall be applied to the payment of the cost of repairing, replacing and rebuilding, and shall be paid out from time to time by the Board as such work progresses upon the written certification of the architect or engineer if applicable, or the contractor in charge of such work, stating that the sum requested is justly due to those persons rendering services or furnishing materials in connection with such work.

Section 10.2 Extensive Damage or Destruction; Condemnation. In the event that the Reconstruction Shortfall exceeds ten percent (10%) of the amount of Common Expenses for such Fiscal Year, the Special Assessment shall not be levied (a) prior to the Conversion Date unless the Board shall first pass a resolution approving such Special Assessment and containing written findings as to the necessity of the extraordinary expense involved and why the expense could not have been reasonably foreseen in the budgeting process and shall distribute such resolution to the Members with the notice of Special Assessment, and (b) on or after the Conversion Date without the Consent of a Majority of Members. If such Special Assessment is not so approved or if no action is taken with respect to such Special Assessment within one hundred eighty (180) days following the date of such damage or destruction or in the event the entire Covered Property shall be taken by eminent domain, this Declaration shall terminate upon the consummation of the sale of the Covered Property, and the recordation in the Official Records of an amendment stating that the Declaration has been terminated in accordance with the provisions of this Section 10.2. The proceeds arising from such sale, together with any insurance proceeds or condemnation proceeds received as a result of such damage, destruction or condemnation shall be distributed by the Association, as trustee, to each Owner, including Declarant (subject to the rights of Mortgagee as reserved in First Mortgages), pro rata in the ratio that the interior square footage of such Owner's Unit (as expressed on the Official Survey) bears to the total interior square footage of all of the Units (as expressed on the Official Survey); provided, however, there shall be deducted from the amount due any Owner, and retained by the Association, the amount, if any, of all sums due to the Association from such Owner.

Article 11

COMPLIANCE, DEFAULT AND ENFORCEMENT OF RESTRICTIONS

Section 11.1 Association.

(a) **In General.** In the event that any Owner or Owner's Permitted User(s) should fail to comply with any of the provisions of the Governing Instruments, the Association or any other Owner(s) shall have full power and authority to enforce compliance with the Governing Instruments in any manner provided for therein, by law or in equity, including, without limitation, the right to enforce the Governing Instruments by bringing an action for damages, an action to enjoin the violation or specifically enforce the provisions of the Governing Instruments, to enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of

any such lien and the appointment of a receiver for an Owner and the right to take possession of the Unit of such Owner in any lawful manner. In the event the Association or any Owner(s) shall employ an attorney to enforce the provisions of the Governing Instruments against any Owner, the party engaging the attorney shall be entitled to recover from such Owner or Permitted User violating any such provisions reasonable attorneys' fees and costs in addition to any other amounts due as provided for herein. All sums payable hereunder by an Owner which become Delinquent shall bear interest at rate of twelve percent (12%) per annum from the due date, or if advanced or incurred by the Association, or any other Owner pursuant to authorization contained in this Declaration, commencing ten (10) business days after repayment is requested. Each Owner who becomes Delinquent in the payment of any amount due the Association shall pay to the Association a late charge of the greater of ten dollars (\$10.00) or ten percent (10%) of the Delinquent amount for each payment which is Delinquent. All enforcement powers of the Association shall be cumulative. Declarant and each Owner, by accepting the conveyance of a Unit, shall be deemed to have covenanted and agreed that the Association shall have all of the rights, powers and remedies set forth in this Article and elsewhere in this Declaration.

(b) **Certain Specific Enforcement Powers.** In amplification of, and not in limitation of, the general powers specified above, the Association shall have the following rights and powers:

(i) **Suspension of Privileges and Imposition of Monetary Penalties.** If any Owner or his or her Permitted User shall be in breach of the Governing Instruments, including but not limited to the failure of such Owner to pay any Assessment on or before the due date therefor, subject to the limitations hereinafter set forth in this subsection, the Association may suspend the right of such Owner to participate in any vote or other determination provided for herein, and may assess monetary penalties therefor. No such suspension or imposition of monetary penalties, except a suspension of privileges or imposition of monetary penalties for the failure of such Owner to pay any Assessments, any portion thereof or any other amount(s) due hereunder on or before the due date therefor, shall be made except after a meeting of the Board at which a quorum of the Board is present, duly called and held for such purpose in the same manner as provided in the By-laws for the noticing, calling and holding of a meeting of the Board. Written notice of such meeting, the purpose thereof, including the reasons for the suspension sought or the monetary penalties sought to be imposed, and whether the Owner's defense shall be oral or written, shall be given to the Owner whose privileges are being sought to be suspended or against whom monetary penalties are sought to be imposed at least fifteen (15) days prior to the holding of such meeting. Such notice shall be given as provided below. Such Owner shall be entitled to appear at such meeting and present his or her case, either orally or in writing, as designated by the Board, as to why his or her privileges should not be suspended or such monetary penalties should not be imposed. The decision as to whether such privileges should be suspended or such monetary penalties imposed shall be made by a majority of the members of the Board present at such meeting. Written notice of suspension, the length thereof or monetary penalties imposed and the reasons therefor shall be given to the affected Owner and the suspension or monetary penalties shall become effective five (5) business days following the date such notice is given. If such suspension

of privileges or imposition of monetary penalties is based on the failure of an Owner to pay Assessments or any other amount(s) due hereunder when due, the suspension shall become effective upon the date of the Board's decision to suspend such privileges and such suspended privileges of such Owner shall be reinstated automatically at such time as the Owner shall have paid to the Association, in cash or by cashier's or certified check, all amounts past due as of the date of such reinstatement, together with accrued and unpaid interest and any late charges or other monetary penalties imposed. If such suspension of privileges is based on any act or omission other than the failure of an Owner to pay Assessments or any other amount(s) due hereunder when due, the suspended privileges shall be automatically reinstated upon the expiration of the period stated in the suspension notice. Notwithstanding the foregoing, this provision shall not operate or be construed to deny or restrict ingress or egress of any Owner to his or her Unit.

(ii) **Enforcement by Lien.** There is hereby created a claim of lien, with power of sale, on each and every Unit to secure the prompt and faithful performance of each Owner's obligations under the Governing Instruments for the payment to the Association of any and all Assessments levied against any and all Units under this Declaration, together with interest thereon at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less, from the date such payment becomes Delinquent, and all late charges and costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. Prior to placing a lien upon the defaulting Owner's Unit to collect the Delinquent payment (together with interest thereon, late charges and costs of collection), the Association, or the Association's authorized representative, shall notify the defaulting Owner in writing by certified mail of the fee and penalty procedures of the Association, provide an itemized statement of the charges owed by the Owner, including items on the statement which indicate the principal owed, any late charges and the method of calculation, any attorneys' fees, and the collection practices used by the Association, including the right of the Association to the reasonable costs of collection. Any payments toward such a debt shall first be applied to the principal owed, and only after the principal owed is paid in full shall such payments be applied to interest or collection expenses. If such delinquency is not paid or default is not cured within ten (10) business days after delivery of such notice, the Association may elect to file and record a notice of default and claim of lien (a "**Notice of Default**") on behalf of the Association against the Unit of the defaulting Owner in the Official Records. Such a Notice of Default shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- 1) The name of the defaulting Owner;
- 2) The legal description of the Unit against which the assessment and other sums are levied;
- 3) The total amount of the delinquency, interest thereon, late charges, collection costs and reasonable attorneys' fees;

4) A statement that the Notice of Default is made by the Association pursuant to this Declaration; and

5) A statement that a lien is claimed and will be foreclosed against the Unit in an amount equal to the amount stated.

A copy of the Notice of Default with the recording date shown thereon, shall be sent by registered or certified mail with postage prepaid (i) to all record owners of the Unit owned by the defaulting Owner no later than ten (10) calendar days after recordation of the Notice of Default and (ii) to each Mortgagee of such defaulting Owner no later than ten (10) business days after recordation of the Notice of Default if such Mortgagee has requested a copy and furnished its name and address to the Association or has recorded in the Official Records a request for a copy of the Notice of Default in conformance with Wisconsin Statutes. The recordation of a duly executed original or copy of such Notice of Default, and mailing a copy thereof to the defaulting Owner, shall not constitute a condition precedent to nor delay the attachment of the lien. The lien claimed in such a Notice of Default shall attach to the Unit from and after the time of recordation of such Notice of Default. After the expiration of thirty (30) days following the recordation of the Notice of Default, the lien claimed in such Notice of Default may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a Mortgage by exercise of a power of sale contained therein or in the manner provided by law for the enforcement of a judgment as the laws of the State of Wisconsin may from time to time be changed or amended. The Association shall have the power to bid at any foreclosure sale or judgment sale. Reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law.

The proceeds of any foreclosure or judgment sale provided for in this Declaration shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, title costs and costs of the sale, and all other expenses of the proceedings and sale, and the balance of the proceeds, after satisfaction of all charges, monetary penalties and unpaid Assessments hereunder or any liens, and subject to the rights of any Mortgagee, shall be paid to the defaulting Owner. The purchaser at any such sale shall obtain title to the Unit free from the sums or performance claimed (except as stated in this subsection) but otherwise subject to the provisions of the Governing Instruments; and no such sale or transfer shall relieve such Unit or the purchaser thereof from liability for any Assessments, other payments or performance thereafter becoming due or from the lien therefor as provided for in this subsection. All sums assessed hereunder but still unpaid shall remain the obligation of and shall be payable by the person foreclosed upon; but if such sum should prove uncollectible, then it shall be deemed to be a Common Expense, and shall be shared among the Owners in the same manner as other Common Expenses are shared.

Upon the timely curing of any default for which a Notice of Default was filed by the Association, the officers of the Association are hereby authorized to record an appropriate release of such lien in the Official Records.

(c) **Subordination to Certain Mortgages.** The lien provided for herein shall be prior to all encumbrances made by an Owner or imposed by legal process upon any Owner

except taxes, bonds, assessments and other levies which by law are prior thereto, whether the notice of lien is recorded prior or subsequent to any such encumbrances, except that the lien provided for herein shall be subordinate to the lien of any First Mortgage. The sale or transfer of any Unit shall not defeat or affect the lien provided for herein; provided, however, that the sale or transfer of any such interest which is subject to any First Mortgage pursuant to a foreclosure under such First Mortgage shall extinguish the lien provided for herein as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Unit or the purchaser thereof from liability for any Assessment(s) thereafter becoming due or from the lien thereof.

Article 12

DEANNEXATION

Section 12.1 **Deannexation.** Prior to the Close of Escrow of any Cottage Unit, the Declarant may deannex such Unit.

Article 13

MORTGAGEE PROTECTION

Section 13.1 **Priority of Mortgage Encumbrance.** No breach of the covenants, conditions or restrictions shall affect, impair, defeat or render invalid the lien or charge of any Mortgage encumbering any portion of the Covered Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or otherwise, with respect to such portion of the Covered Property.

Section 13.2 **Curing Defaults.** A Mortgagee, or its transferee of such Mortgagee shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure.

Section 13.3 **Resale.** It is intended that any Mortgage to facilitate the resale of any Unit after judicial foreclosure is a loan made in good faith and for value and the Mortgagee shall be entitled to all of the rights and protections afforded to other Mortgagees.

Section 13.4 **Conflicts.** In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

Article 14

GENERAL PROVISIONS

Section 14.1 **Enforcement.**

(a) The Declarant shall have the right, but not the obligation, and/or any other Owner shall have the right of action against any Owner to enforce, as provided in Article XV

below, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration, or any amendment thereto, including the right to prevent the violation of such restrictions, conditions, covenants, or reservations and the right to recover damages or other amounts for such violation; and

(b) Each Owner by the acceptance of the deed or other conveyance of his or her Unit, whether or not it shall be so expressed in any such deed or other instrument, acknowledges and agrees that:

(i) the Covered Property is in close proximity to the Hotel and Hotel Improvements and related facilities and amenities; and

(ii) the quality of the maintenance of the Covered Property will impact the value, attractiveness and desirability of the Hotel and Hotel Improvement and amenities.

Section 14.2 **No Waiver.** Failure by Declarant, Association or any Owner to enforce any covenant, condition, restriction or reservation contained in this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition, restriction and reservation.

Section 14.3 **Cumulative Remedies.** All rights, options and remedies of Declarant, Association and the Owners or Mortgagees under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, Association the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

Section 14.4 **Severability.** Invalidity of any one or a portion of these covenants, conditions, restrictions or reservations by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.5 **Term.** The covenants, conditions and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Declarant, Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by not less than a Super Majority of the then Owners has been recorded agreeing to terminate said covenants, conditions and restrictions.

Section 14.6 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Covered Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 14.7 **Singular Includes Plural.** Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Section 14.8 **Nuisance.** The result of every act or omission where any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a private nuisance, shall be applicable against every such result, and may be exercised by the Declarant, Association or any Owner. Such remedy shall be deemed cumulative and not exclusive.

Section 14.9 **Attorneys' Fees.** In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorneys' fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

Section 14.10 **Notices.** Any notice to be given to an Owner or to Declarant under the provisions of this Declaration shall be in writing and shall be deemed to have been properly delivered when directed to such addressee at the address indicated below and placed in the first class United States mail, postage prepaid. Notice shall also be deemed to have been properly delivered when personally delivered or delivered to a common carrier for personal delivery to the addressee, or delivered to a person giving such notice by electronic means. Any such notice shall be directed to the address of the party to whom intended as follows:

If to Declarant:	To the business office of the Declarant which is: Williams Bay Property Company, LLC ___ Constance Boulevard Village of Williams Bay, Geneva Lake, Wisconsin 53191 Attention: Legal Department
If to Owner:	To the street address of the Unit of such Owner. Notice to co-Owners may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners.

Section 14.11 **Effect of Declaration.** This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

Section 14.12 **Personal Covenant.** To the extent the acceptance or conveyance of a Unit creates a personal covenant between the Owner of such Unit and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from or after the date when a person or entity ceases to be an Owner.

Section 14.13 Nonliability of Officials. To the fullest extent permitted by law, the Declarant and Association shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such committees or persons reasonably believed to be the scope of their duties.

Section 14.14 Construction By Declarant. Nothing in this Declaration shall limit the right of Declarant to alter any Unit still owned by Declarant or to construct such additional Improvements as Declarant deems advisable prior to completion of Improvements upon and sale of the entire Covered Property. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Covered Property such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall repair any damage to and complete any restoration of the Covered Property caused or necessitated by such activities of Declarant within a reasonable time after the occurrence of such damage or need for restoration. This Declaration shall not limit the right of Declarant at any time prior to Close of Escrow to establish on the Covered Property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Covered Property. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the Owners' rights to use and enjoy the Covered Property.

Section 14.15 Special Rights. Declarant shall not be subject to any provisions of this Declaration pertaining to use restrictions. In addition, prior to the Conversion Date, the written approval of the Declarant shall be required to amend any provision of this Declaration.

Section 14.16 Inapplicability to Government Property. The provisions of this Declaration shall not be applicable to any portion of the Covered Property owned by a Public Agency and held for a public purpose, but shall apply to any Unit owned by a Public Agency that is used for a residential purpose.

Section 14.17 Facilities, Events and Activities on the Hotel Property. The Hotel Unit, Hotel Limited Common Elements, and Hotel Improvements (collectively, the "**Hotel Property**") includes but is not limited to the main Lodge, Guest Services building, the Mabel Cratty Activity Center, the Weidensall Restaurant, the Boathouse, the Spa, Outdoor Pool and Maintenance Building, and other areas such as hotel rooms, banquet facilities, retail shops, courtyards, roadways, parking lots, walkways, landscaping and related facilities that: (i) may host activities and provide entertainment, including private parties and functions, indoor and outdoor performance events, and sports events; and (ii) may require construction, maintenance and operations incident thereto (collectively, "**Hotel Events and Activities**"), which may be in close proximity to the Cottage Units and Cottage Limited Common Elements

Each Cottage Unit Owner, for himself or herself, and for their respective invitees, personal representatives, assigns, heirs and next of kin, agents, employees (collectively, the “**Related Parties**”):

(a) acknowledge the potential for nuisances created by or arising from the Hotel Property in connection with any of the Hotel Events and Activities or permanent Hotel Improvement;

(b) acknowledge that the Declarant has no obligation or right to regulate or control the Hotel Property, in any way or manner. The Owner of the Hotel Unit has the unilateral right to install any trees or other landscaping or construct any Hotel Improvements at any location within the Hotel Property;

(c) acknowledge and agree that Declarant makes no warranties or representations that the Hotel Property will be maintained and operated in the manner that existed or was contemplated at the time of the purchase of a Cottage Unit by an Owner; and

(d) acknowledge and agree that the Hotel Property is separate from the Cottage Units and Cottage Common Elements, and that no Owner shall have any special right or privilege to enter upon or use the Hotel Property, other than pursuant to such terms and conditions as are offered in club or membership license for a fee, which license or membership may also be offered to members of the general public from time to time.

(e) assume the risk of any property damage, personal injury or death and/or creation or maintenance of a trespass or nuisance created by or arising in connection with the Hotel Property or Hotel Events and Activities (collectively, “**Assumed Risks**”);

(f) release, waive, discharge, and covenant not to sue, and agree to indemnify and to hold harmless (i) Declarant, (ii) the Owner of the Hotel Unit and Hotel Improvements, and (iii) their respective directors, shareholders, affiliates, agents and employees (collectively, the “**Released Parties**”), and each of them, from any and all liability to the Related Parties for any losses, costs (including, without limitation, attorneys’ fees), claims, demands, suits, judgments or other obligations arising out of or connected with any of the Assumed Risks, whether caused by the negligence of the Released Parties or otherwise;

Section 14.18 Noise and Hazards. Each Cottage Unit Owner acknowledges that such Owner has specifically considered the exposure and potential exposure of their Cottage Unit to noise and hazards from activities that may occur and conditions that exist outside of the boundaries of the Covered Property and that, in purchasing their Cottage Unit, the Cottage Unit Owner thereof is not relying on any statements made by Declarant or its representatives respecting such exposure. Purely as examples, and without limiting the generality of this disclaimer, the Covered Property may be subject to, and each Owner’s purchase of a Cottage Unit is made in full expectation of, noise and hazards being generated from the following:

(a) highways in the vicinity of the Cottage Units;

- (b) over-flights of general aviation aircraft;
- (d) air-conditioning compressors located near the Cottage Units, Hotel Units or any Hotel Property; and
- (e) maintenance of and activities and use of any adjacent property or property in which the Association has an easement right.

Section 14.19 **Construction and Sales Activity by Declarant.** Each Cottage Unit Owner acknowledges that Declarant shall conduct construction and sales activities in connection with the development and construction of the Cottage Units, including, but not limited to, special events, receptions, and open house models of Cottage Units.

Section 14.20 **View.** Each Cottage Unit Owner acknowledges that any construction or improvement by Declarant, or the Owner of the Hotel Unit may change, impair, obstruct or otherwise affect any view that a Cottage Unit Owner may have enjoyed at the time of the purchase of a Cottage Unit. Declarant does not guarantee that any views that a Cottage Unit Owner may have enjoyed will not be impaired or obstructed in the future by changes to other property. Each Cottage Unit Owner further acknowledges that any rights acquired do not include the preservation of any view and further consents to such obstruction and/or impairment. No representations or warranties of any kind, express or implied, have been given by Declarant, or its officers, employees, partners, subsidiaries, affiliated companies, or directors and agents or any of them in connection with the preservation of views and Cottage Unit Owner agrees to hold Declarant, the Owner of the Hotel Unit and all of their officers, employees, partners, shareholders, subsidiaries, affiliated companies, and directors and agents or any of them, free of liability from such damages, costs, expenses or charges incurred in connection therewith, such as, but not limited to, attorneys' fees and court costs and costs arising from any changes, obstruction or impairment of the view from any Owner's Cottage Unit.

Section 14.21 **Fire and Casualty Insurance.** Each Cottage Unit Owner and Hotel Unit Owner is responsible for obtaining a fire and casualty insurance policy on their respective Cottage Unit insuring their respective Cottage Unit and Hotel Unit and Owner's personal property against loss by fire or other casualty and to carry public liability insurance covering the Cottage Unit and Hotel Unit Owner's individual liability.

Section 14.22 **Private Sewer Restrictions.** Each Cottage Unit Owner and Hotel Unit Owner acknowledges, understands, and accepts the following covenants, conditions, and restrictions conditioned by the Walworth Wastewater District ("WWD") for allowance of exception for use of multi-unit sewer laterals requested by Cottage Unit Owner or Hotel Unit Owner on the Covered Property:

- (a) Ownership and maintenance of all individual-home and multi-unit sewer laterals ("**Private Sewer Facilities**") shall remain with Owner(s).
- (b) Private Sewer Facilities shall not be dedicated to WWD, nor shall WWD accept or be liable for ownership or maintenance of private sewer facilities.

(c) Each Owner individually and all Owners jointly, are liable and responsible for design, construction, operation, maintenance, repair and replacement of Private Sewer Facilities.

(d) Owners shall acknowledge that multi-unit laterals inherently allow the possibility of one living unit causing downstream sewer lateral blockage that affects other upstream living units connected to the same lateral. Owners shall be jointly responsible for any and all maintenance and damage caused by sewer lateral blockage regardless of cause.

(e) Owners individually and jointly shall indemnify the WWD Board of Directors, staff, and consultants from any and all claims related to Private Sewer Facilities and multi-unit laterals for any and all causes.

Section 14.23 No Public Right of Dedication. Nothing in this Declaration is a gift or dedication of all or any part of the Covered Property to the public, or for any public use.

Section 14.24 Public Access. In accordance with certain conditions of approval imposed by the Village in connection with the development of the Project, certain portions of the Project may be available for use by members of the general public.

Section 14.25 Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-laws of the Association, the terms and provisions of this Declaration shall prevail.

Section 14.26 No Representations or Warranties; Not An Enhanced Protection Agreement. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Covered Property or any portion of the Covered Property, or any Improvement thereon, its physical conditions, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration and except as may be filed from time to time with any applicable governmental authority. Nothing in this Declaration shall be construed to be an enhanced protection agreement.

Section 14.27 Disclosures. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of the Covered Property agrees to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Covered Property. Each Owner, by acceptance of a deed or other conveyance of a Unit, whether or not it shall be so expressed in any such deed or other instrument, acknowledges and understands the following:

(a) **Post Tension Concrete Slabs** Concrete slabs within the Covered Property may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is commonly known as a "Post Tension Slab." Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing,

etc.) is very hazardous and may result in serious damage to the Unit or Cottage and/or personal injury. All Owners shall determine if their Unit has been constructed with a Post Tension Slab and, if so agree: (1) they shall not cut into or otherwise tamper with the Post Tension Slab; (2) will not permit or allow any other person to cut into or tamper with the Post Tension Slab so long as Owner owns any interest in the Unit; (3) they shall disclose the existence of the Post Tension Slab to any person who rents, leases or purchases the Unit from Owner; and (4) they shall indemnify and hold Declarant, and its officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by such Owner.

(b) **Proto-II Wall Disclosure.** Each Owner acknowledges and understands that some Covered Property walls may be a type of masonry fencing known as "Proto-II" walls. Although Proto-II walls typically look the same as conventional masonry fencing, the method of construction differs. Conventional masonry walls are built with rigid vertical and horizontal sleeves of rebar and grout to provide strength and stability to the wall. Proto-II walls, on the other hand, are constructed using high strength steel post-tensioning rods inside the footings and wall to induce tightness (tension) throughout the footings and wall. Because of the presence of post-tension rods within the structure of the wall, it is imperative that Owners contact a professional Proto-II wall installer before undertaking any structural repair of the Proto-II walls. By accepting conveyance of a Unit, each Owner specifically covenants and agrees (i) to engage the services of a Proto-II wall professional in connection with any structural work on the Proto-II wall; (ii) to disclose the existence of the Proto-II wall to any lessee, tenant, or subsequent purchaser; and (iii) Declarant shall not be responsible for any damage or injury resulting from or arising in connection with the alteration of the Proto-II wall by Owner or any employee, agent, family member or representative of Owner.

Article 15

DISPUTE RESOLUTION

Section 15.1 Alternative Dispute Resolution.

(a) **Alternative Dispute Resolution of Assessment Disputes.** Disputes between an Owner and the Association regarding Assessments imposed by the Association may be submitted to alternative dispute resolution in accordance with if such Owner pays in full (i) the amount of the Assessment in dispute, (ii) any late charges, (iii) any interest, and (iv) all fees and costs associated with the preparation and filing of a notice of the delinquent Assessment (including mailing costs and attorneys fees not to exceed the maximum amount allowed by law), and states by written notice that such amount is paid under protest, and the written notice is mailed by certified mail not more than thirty (30) days from the recording of a notice of delinquent Assessment. Upon receipt of such written notice, the Association shall inform the Owner in writing if applicable law requires a dispute be resolved through alternative dispute resolution. The right of any Owner to utilize alternative dispute resolution under this Section may not be exercised more than two times in any single calendar year, and not more than three times within any five (5) calendar years. Nothing within this Section shall preclude any Owner and the Association, upon mutual agreement, from entering into alternative dispute resolution in excess of the limits set forth

herein. An Owner may request and be awarded through alternative dispute resolution reasonable interest to be paid by the Association for the total amount paid under items (i) through (iv) above, if it is determined that the Assessment levied by the Association was not correctly levied.

(b) **Notice of Noncompliance.** After notice and a hearing, the Board may direct the officers of the Association to record a notice of noncompliance against a Unit Owner that has violated any provision of this Declaration. The notice shall include a legal description of the Unit and shall specify the provision of this Declaration that was violated, the violation committed, and the steps required to remedy the noncompliance. Once the noncompliance is remedied or the noncomplying Owner has taken such other steps as reasonably required by the Board, the Board shall direct the officers of the Association to record a notice that the noncompliance has been remedied.

(c) **Limitation on Expenditures.** The Association may not incur litigation expenses, including without limitation attorneys' fees, or borrow money to fund litigation, where the Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, unless the Association first obtains the Consent of at least a Super -Majority of Members (excluding the voting power of any Owner who would be a defendant in such proceedings). Such approval is not necessary if the legal proceedings are initiated (i) to enforce the use restrictions contained in Article VI, (ii) to collect any unpaid Assessments levied pursuant to this Declaration, (iii) for a claim, the total value of which is less than five hundred thousand dollars (\$500,000), or (iv) as a cross-complaint in litigation to which the Association is already a party. If the Association decides to use or transfer funds from the Reserve Account or borrow funds to pay for any litigation, such notice shall provide an explanation of why the litigation is being initiated or defended, why General Account funds cannot be used, how and when the funds in the Reserve Account will be replaced or the loan will be repaid, and a proposed budget for the litigation. The notice must state that the Members have a right to review an accounting for the litigation which will be available at the Association's office. The accounting shall be updated monthly.

Section 15.2 Resolution of Disputes.

(a) **Utilization of Alternative Dispute Resolution Procedures.** The Association, each Owner of a Unit, and Declarant, for and on behalf of itself and all of the "Declarant Parties" as defined below), acknowledge and agree that the utilization of alternative dispute resolution ("ADR") procedures (including, without limitation, mediation, arbitration and judicial reference) pursuant to this Declaration in lieu of traditional civil litigation is in accordance with the philosophy and intent of the Federal Arbitration Act (9 U.S.C. Sections 1 through 16) which is designed to encourage the use of alternative methods of dispute resolution that avoid costly and potentially lengthy traditional court proceedings. Parties interpreting this Section shall follow the federal court rulings which provide, without limitation, that the Federal Arbitration Act (i) is a congressional declaration of a liberal federal policy favoring arbitration agreements as an alternative dispute resolution procedure, notwithstanding substantive or procedural state policies to the contrary; (ii) requires that federal and state courts rigorously enforce agreements to arbitrate; (iii) requires the scope of this alternative dispute resolution Section be interpreted broadly in favor of arbitration; and (iv) requires disputes over whether an issue is arbitrable be resolved in favor of arbitration. Specifically, this Section is to be interpreted in accordance with federal court rulings.

References herein to Wisconsin Statutes are not intended to be, and shall not be interpreted to be, a waiver of rights created under the Federal Arbitration Act. For purposes of this Section, the term **“Declarant Parties”** means and collectively refers to the Declarant, its members, managers, and each of their respective members, managers, shareholders, directors, officers and employees, and the term **“Declarant Party”** refers to any of the foregoing individually.

(b) **Authority of the Board of Directors Regarding Resolution of Disputes.**

The Board, for and on behalf of the Association, is authorized and empowered to initiate, defend, join in, settle and pay costs and expenses incurred in connection with any legal proceedings (including any ADR proceedings), as the Board, in its sole discretion, deems appropriate in connection with any dispute between or among: (1) the Association; (2) the Association and any Owner(s) (3) the Association and any of the Declarant Parties: (4) the Association and any other person or entity; (5) any Owner and any of the Declarant Parties: and (6) any Owner and another Owner. Such disputes may pertain to, among other things, (i) the interpretation and/or enforcement of the provisions of this Declaration: (ii) damage to any Improvements to the Covered Property; and (iii) damage to the Units which arises out of, or is integrally related to, any damage to the Covered Property. The Board is also authorized and empowered to perform any act reasonably necessary to resolve any such dispute through ADR proceedings.

(c) **Disputes Involving the Declarant, the Association, the Covered Property.** Except where prohibited by law and except as otherwise expressly set forth herein, all disputes that involve in any way or to any extent the Declarant, the Association and/or the Covered Property shall be resolved in accordance with the judicial reference provisions set forth below. Notwithstanding the foregoing, any disputes between the Association and any Owner regarding delinquent Assessments may be resolved as provided elsewhere in this Declaration (including, without limitation, the commencement of a civil action for judicial foreclosure of the assessment lien). Additionally, any dispute between the Association and the Declarant regarding the enforcement of a completion bond for the Covered Property shall be resolved in accordance with the instructions accompanying such completion bond and with the provisions of the Section of this Declaration entitled “Enforcement of Certain Bonded Obligations.”

(d) **Class Action and Other Disputes; Alternative Dispute Resolution.**

Before commencing any legal proceedings to commence a class action, the Association and each Owner may agree to alternate dispute resolution (“ADR”). If the parties to such dispute are unable to resolve the dispute by ADR, the parties shall resolve the dispute by judicial reference.

(e) **Judicial Reference.** All disputes required to be resolved by judicial reference as provided herein, and any other unresolved dispute that the parties desire to resolve by judicial reference pursuant to applicable law, shall be submitted to general judicial reference pursuant to applicable law. The parties to the dispute shall cooperate in the judicial reference proceedings. The referee (“Referee”) shall have the authority to try, and shall try, all issues, whether of fact or law, including, without limitation, the validity, scope and enforceability of these dispute resolution procedures, and shall report a statement of decision to the court. The judicial reference proceedings shall be conducted pursuant to procedures specified by the selected Referee and set forth herein, provided that the following rules and procedures shall apply in all cases unless all parties agree otherwise in writing:

(i) The parties shall agree upon a single Referee within (10) days of receipt by any party of a written request to resolve such dispute by judicial reference. If the parties are unable to agree upon a Referee within such ten (10) day period, then any party may thereafter seek to have a Referee appointed under applicable law. If the Referee is appointed by court, the Referee shall be a neutral and impartial retired judge with substantial experience in relevant matters from Judicial Arbitration and Mediation Service (“JAMS”), the American Arbitration Association (“AAA”) or similar mediation/arbitration entity. The proposed Referee may be challenged for any of the grounds listed in the applicable rules for judicial reference.

(ii) The judicial reference proceedings shall proceed without a jury, and the parties acknowledge and agree that they are waiving any and all rights to a jury trial.

(iii) The parties shall be entitled to conduct all discovery as provided in applicable law, and the Referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge, with rights to regulate discovery and to issue and/or enforce subpoenas, protective orders or other limitations on discovery available under applicable law.

(iv) The judicial reference proceedings shall be conducted in accordance with Wisconsin law (including the rules of evidence), and in all regards the Referee shall follow Wisconsin law as applicable at the time of the reference proceedings. The Referee may issue any remedy or relief, other than punitive damages, which the courts of the State of Wisconsin could issue if presented the same circumstances, and the Referee shall follow and otherwise employ the standards for issuing such relief as defined by Wisconsin law. The Referee may require one or more pre-hearing conferences. A stenographic record of the proceedings shall be made. The Referee’s statement of decision shall contain findings of fact and conclusions of law to the extent applicable. The Referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge. The statement of decision of the Referee upon all of the issues considered by the Referee shall be binding upon the parties, subject to rights of appeal as provided below, and upon filing of the statement of decision with the clerk of any court of the State of Wisconsin having jurisdiction thereof, or with the judge where there is no clerk, judgment may be entered thereon in the same manner as if the action had been tried by the court. The judgment and decision of the Referee shall be appealable in the same manner and subject to the same rules as if rendered by the court.

(v) If a dispute involves parties other than those listed in this Section, this provision shall be interpreted to bring such third-party disputes into the general reference procedure prescribed herein to the extent permitted by law and by the provisions of this Declaration. All parties shall cooperate in good faith to ensure that necessary and appropriate parties are included in the judicial reference proceeding. Declarant shall not be required to participate in the judicial reference proceedings if all parties against whom Declarant has necessary or permissive cross-claims or counterclaims, including, without limitation, other Declarant Parties, will not or cannot be joined in the judicial reference

proceeding, such that Declarant would be forced to litigate in multiple forums or potentially face inconsistent rulings.

(vi) The exclusive venue for all judicial reference proceedings shall be in the County, unless all parties agree to a different location; and

(vii) Except where attorneys' fees are awarded as an element of sanctions or pursuant to a written agreement, the parties shall bear their own attorneys' fees in any proceedings conducted hereunder. In any dispute involving Declarant on the one hand, and the Association, or an Owner on the other hand, the Association, or the Owner shall advance an amount equal to the cost of filing a civil action for the same claim in the appropriate state court in the County, and Declarant shall advance the initiation/filing fees in excess of the amount advanced by the Association or the Owner. Unless otherwise agreed to by the parties or ordered by the Referee, all other costs and fees of the proceedings shall be advanced equally by the parties to the proceedings. For all disputes not involving the Declarant, the initiation/filing fees and all other costs and fees of the proceedings shall be advanced equally by each party to the proceedings (unless otherwise agreed among the parties or ordered by the Referee). In all cases, the costs and fees (including, without limitation, the initiation/filing fees, but excluding attorneys' fees) of such judicial reference proceedings shall ultimately be borne as determined by the Referee in his or her discretion as the interests of justice dictate. The Referee may award litigation costs to the prevailing party.

Section 15.3 **Waivers.**

(a) **WAIVER OF COURT AND JURY TRIAL.** AS TO ALL DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES WAIVE ANY RIGHTS TO JURY TRIAL, APPEAL AND OTHER CIVIL LITIGATION PROCEEDINGS FOR SUCH DISPUTES, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH OR REFERENCED HEREIN. IN THE EVENT ANY OF THE PROCEDURES SET FORTH OR REFERENCED HEREIN ARE DETERMINED TO BE INVALID OR UNENFORCEABLE, IN WHOLE OR IN MATERIAL PART, SUCH THAT THE RESOLUTION OF THE DISPUTE SHALL PROCEED BY WAY OF CIVIL LITIGATION PROCEEDINGS, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES NONETHELESS WAIVE THE RIGHT TO JURY TRIAL WITH RESPECT TO SUCH DISPUTE.

(b) **WAIVER OF PUNITIVE DAMAGES.** AS TO ALL DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES WAIVE ANY RIGHTS TO PUNITIVE OR EXEMPLARY DAMAGES

Section 15.4 **Name and Address of Registered Agent.** The name and address of the Registered Agent for service of process is: _____

Article 16

AMENDMENT PROVISIONS

Section 16.1 **Amendment by Owners.**

(a) **Prior to Close of Escrow.** In addition to the right of the Declarant to deannex any Unit on which a Close of Escrow has not occurred, Declarant shall also have the right to cancel, amend or modify this Declaration until such time as a Close of Escrow has occurred. Any such cancellation, amendment or modification of this Declaration shall be effective when executed by Declarant, and, if any portion of the Covered Property is owned by any persons or entities other than Declarant, by such Owner(s) of the Covered Property.

(b) **After Close of Escrow.** After a Close of Escrow has occurred, the Declaration may only be amended as follows:

(i) By the Declarant at any time and from time to time if the changes are made to correct any scrivener error or to comply with applicable law, provided that such changes will not have a material adverse effect upon the rights, duties and obligations of the Owners; or

(ii) By the Declarant while it is still a Class B Member as may be required by any lending institution, title insurance company, public body, or as may be necessary to comply with the lawful requirements of any jurisdiction in which Units are offered for sale, sold or used, or to facilitate the operation and management of the Covered Property; provided, however, that no amendment to this Declaration may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to a Unit or change the proportion or percentage by which an Owner votes, shares the costs of operation, or otherwise materially and adversely affects the rights or obligations of an Owner unless such amendment is also approved by at least a majority of the Members of the Association.

Any amendment to this Declaration under (i) or (ii) above shall be executed solely by the Declarant, setting forth in full the text of such amendment, and the appropriate recording data of this Declaration, and shall become effective upon the recording of said instrument in the Official Records.

(iii) At any time after the Conversion Date by two (2) officers of the Association provided that such amendment has first been approved with the Consent of a Majority of Members. Such amendments shall become effective upon the recording of said instrument in the Official Records.

Section 16.2 **Declarant's Approval.** Notwithstanding any other provisions of this Declaration, this Declaration cannot be amended without the prior written approval of the Declarant for the later of ten (10) years after the Close of Escrow of the last Cottage Unit in the Covered Property. Any modification or elimination of this Section shall likewise require the prior written approval of the Declarant.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

WILLIAMS BAY PROPERTY COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: William V. Krehbiel
Its: Managing Member

CONSENT BY MORTGAGEE:

By: _____
Name: _____
Title: _____
Bank: _____

EXHIBIT A

DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

Annual Report. "Annual Report" shall mean a report to Owners comprising (a) a balance sheet relating to the Association as of the last day of a Fiscal Year, (b) an operating statement for such Fiscal Year, (c) a statement of the net changes in financial position of the Association for such Fiscal Year, and (d) a list of the names, business mailing addresses and business telephone numbers of the members of the Board.

Articles. "Articles" shall mean the Articles of Incorporation of the Association which are, or shall be, filed in the Office of the Secretary of State of Wisconsin, as said Articles may be amended from time to time.

Assessment. "Assessment" shall mean a Regular Assessment, Special Assessment, or Personal Assessment.

Association. "Association" shall mean The Preserve, a Wisconsin nonprofit mutual benefit corporation.

Board. "Board" shall mean the board of directors of the Association.

Budget. "Budget" shall mean an annual written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board pursuant to this Declaration, and required to be paid by each Owner according to its Proportionate Share.

By-laws. "By-laws" shall mean the By-laws of the Association which have been or will be adopted by the Board of the Association, as the same may be amended from time to time.

Class A Member. "Class A Member" shall have the meaning ascribed to it in Section 7.1(e).

Class B Member. "Class B Member" shall have the meaning ascribed to it in Section 7.1(e).

Close of Escrow. "Close of Escrow" shall mean the date on which a conveyance document has been recorded in the Official Records pursuant to which Declarant conveyed a Unit within the Covered Property.

Common Element. "Common Element" shall mean all areas of the Covered Property, except all Units therein as more specifically defined on the Condominium Plat; the Common

Element is designated for undivided ownership by the Owners of the Units based on the Proportionate Share listed on **Exhibit D**.

Common Expenses. “Common Expenses” shall mean all Cottage Unit and Hotel Unit Common Expenses required to be paid by Unit Owners according to each Owner’s Proportionate Share, as more specifically set forth below, including without limitation the following:

(a) The following Unit Common Expenses shall be collected as part of the Regular Assessment and earmarked in the General Account or Reserve Account as “General Common Expenses”:

(i) Operating Expenses as described in the budget for the Fiscal Year applicable to the calculation.

(ii) Reserve Expenses as described in the budget for the Fiscal Year applicable to the calculation.

Common Furnishings. “Common Furnishings” shall mean the furnishings, fixtures and equipment within the Common Elements or Limited Common Elements of the Covered Property, such as furniture or decorations placed by the Association on the Limited Common Elements (balconies/patios/terraces) or furniture or decorations placed in the shared entryways to lock-off units, if any. Common Furnishings are owned in common by all of the Owners.

Condominium Plat. “Condominium Plat” shall be the Condominium Plat attached under **Exhibit B-2** and recorded in Official Records, including any Supplementary Condominium Plat.

Consent of a Majority of Members. “Consent of a Majority of Members” shall mean the vote or written assent of: (a) while there is a Class B membership, (i) Class A Members entitled to vote and who collectively own more than fifty percent (50%) of the total voting power vested in such Class A Members, and (ii) Declarant, and (b) after there is no longer a Class B membership, Members, including Declarant, entitled to vote and who collectively own more than fifty percent (50%) of the voting power vested in the Members.

Consent of a Majority of Non-Declarant Owners. “Consent of a Majority of Non-Declarant Owners” shall mean the vote or written assent of Non-Declarant Owners entitled to vote or so assent and who collectively own more than fifty percent (50%) of the total voting power vested in such Non-Declarant Owners.

Consent of a Super-Majority of Members. “Consent of a Super-Majority of Members” shall mean the vote or written assent of: (a) prior to the Conversion Date (i) Non-Declarant Owners entitled to vote or so assent and who collectively own seventy-five percent (75%) of the total voting power vested in such Non-Declarant Owners and (ii) Declarant, and (b) from and after the Conversion Date, Owners entitled to vote or so assent and who collectively own more than seventy-five Percent (75%) of the total voting power vested in such Owners.

Conversion Date. “Conversion Date” shall mean the date on which Declarant’s Class B Membership converts to Class A Membership, as more particularly described in Section 7.1(e).

Cottage Unit Common Expenses. "Cottage Unit Common Expenses" shall mean that portion of the Common Expenses incurred in the operation, maintenance and repair of the Cottage Units and any Limited Common Elements of the Cottage Units, including without limitation deferred maintenance and replacement Reserve Expenses for such purposes, the cost and expenses of liability and casualty insurance coverage for the interior and contents of Cottage Units and any Limited Common Elements for the Cottage Units, the costs of utility service for the Cottage Units, and any other costs and expenses declared Cottage Unit Common Expenses by this Declaration or by the Board. Cottage Unit Common Expenses are calculated for each Cottage Unit Owner in accordance with each Cottage Unit Owner's Proportionate Share. Gas and water or other utilities that are not separately metered to an individual Cottage Unit shall be allocated by Proportionate Share.

Cottage Unit. "Cottage Unit" shall mean the cottage designated on the Condominium Plat within the Covered Property, any appurtenant or designated Cottage Common Element, Cottage Limited Common Element, Cottage Common Furnishings, together with (i) any additions or modifications or replacements that may hereafter be made thereto, and (ii) all improvements and fixtures contained therein.

Cottage Unit Owner. "Cottage Unit Owner" shall mean the Owner of a Cottage Unit within the Covered Property.

County. "County" shall mean the County of Walworth, State of Wisconsin.

Covered Property. "Covered Property" shall mean the real property described in Paragraph A of the Recitals that is encumbered by this Declaration and any real property within the Project to which any Owner or Declarant has legal use or access rights granted by easement, lease or contract.

Deannexation Date. "Deannexation Date" shall mean the date of any deannexation pursuant to Section 12.1 hereof.

Declarant. "Declarant" shall mean:

(a) WILLIAMS BAY PROPERTY COMPANY, LLC, a Delaware limited liability company, its successors and assigns, by merger, consolidation or by purchase of all or substantially all of its assets; and

(b) any person or entity, his, her or its successors and assigns, to which the foregoing Declarant has assigned any or all of its rights and obligations by an assignment expressed in a recorded instrument including, without limitation, a deed, lease, option agreement, land sale contract or assignment as the case may be, transferring such interest if such assignee agrees in writing with Declarant to accept such assignment.

Declarant Guest. "Declarant Guest" shall mean any person who occupies a Cottage Unit owned by Declarant with the permission of Declarant and such person's family, guests, licensees or invitees.

Declaration. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for the Private Residences I at the Preserve, A Condominium in Williams Bay, as it may be amended from time to time.

Declarant's Report. "Declarant's Report" shall mean a statement containing the following information, where applicable:

(a) A status report covering each Improvement, if any, included in the Covered Property which was scheduled for completion during the Fiscal Year according to the planned construction statement for the Covered Property and each still uncompleted Improvement that was scheduled for completion during an earlier Fiscal Year;

(b) The number of Units owned by Declarant as of the first and last day of the Fiscal Year;

(c) If no Subsidy Agreement is in effect during a Fiscal Year, the total Regular Assessments and Special Assessments which Declarant became obligated to pay during the Fiscal Year;

(d) If no Subsidy Agreement is in effect during a Fiscal Year, the total Regular Assessments and Special Assessments actually paid by Declarant to the Association during the Fiscal Year.

(e) If no Subsidy Agreement is in effect during a Fiscal Year, the amount of any delinquency amount owed by Declarant in the payment of Regular Assessments and Special Assessments that has not been cured as of the date of such Declarant's Report; and

(f) An itemized report of funds, goods and services furnished by Declarant or caused to be furnished to the Association (if any) under the Subsidy Agreement, if any, including, without limitation, payment of Reserve Expenses thereunder.

Mortgage or Mortgagee. "Mortgage" or "Mortgagee" shall mean any duly recorded mortgage encumbering a Unit, and the holder of the beneficiary's interest under any such Mortgage, respectively. "First Mortgage" and "First Mortgagee" shall mean a Mortgage which has priority over all other Mortgages encumbering a specific Unit, and the holder of any such First Mortgage, respectively.

Delinquent. "Delinquent" shall mean a payment that is due to the Association hereunder and remains unpaid more than fifteen (15) days after the due date therefor.

Detained User. "Detained User" shall mean the person detained by the Detaining User.

Detaining User. "Detaining User" shall mean any Cottage Unit Owner or Permitted User who makes unauthorized use or occupancy of a Cottage Unit, or who through any act or course of conduct affecting the Covered Property or the Common Elements or any portion thereof, renders a Cottage Unit uninhabitable or unusable.

Exhibit. "Exhibit" shall mean any document so designated herein and attached hereto.

Fiscal Year. "Fiscal Year" shall mean the one (1) year period commencing on the first day of January of each calendar year, which shall be the fiscal year of the Association; provided, however, that the first Fiscal Year shall be the partial year period commencing on the conveyance by Declarant of the first Cottage Unit and ending on December 31 of such calendar year; provided, further, that the Fiscal Year shall be subject to change by amendment to the By-laws.

General Account. "General Account" shall mean the separate account(s) with a bank and/or savings and loan association located within the State of Wisconsin and selected by the Association into which all cash and cash equivalent receipts of the Association shall be deposited.

General Common Expenses. "General Common Expenses" shall mean Unit: (i) Operating Expenses, and (ii) Reserve Expenses, as more specifically set forth herein.

Governing Instruments. "Governing Instruments" shall mean the basic documents creating and governing the Covered Property, including, but not limited to, this Declaration, the Articles of Incorporation and By-laws of the Association, the Condominium Plat, the Rules and Regulations and Reservation Policies and Procedures adopted by the Board.

Hotel Events and Activities. "Hotel Events and Activities" shall have the meaning ascribed to it in Section 14.17 of this Declaration.

Hotel Improvement. "Hotel Improvements" include any Improvement which is within the Hotel Unit or Hotel Limited Common Element, and any Improvement located on the adjacent property containing the Hotel and related facilities, and such facilities may change from time to time at the sole discretion of the Owner of the Hotel Unit.

Hotel Limited Common Elements. "Hotel Limited Common Element" shall mean the Improvements identified on the Condominium Plat as Limited Common Elements of the Hotel Unit.

Hotel Property. "Hotel Property" shall mean the Hotel Unit and the Hotel Limited Common Elements, including but not limited to Hotel Improvements.

Hotel Unit. "Hotel Unit" shall mean the Improvements shown on the Condominium Plat as the Hotel Unit, including but not limited to: the Lodge, Guest Services, the Mabel Cratty Activity Center, the Weidensall Restaurant, the Boathouse, the Spa and related Hotel Improvements.

Hotel Unit Owner or Owner of the Hotel Unit. "Hotel Unit Owner" or "Owner of the Hotel Unit" shall mean the owner of record of the Hotel Unit.

Improvement. "Improvement" shall mean all:

- (a) structures and appurtenances thereto of every type and kind, including but not limited to, buildings, out buildings, walkways, sprinkler and sewer pipes or lines, garages, carports, gazebos, swimming pools and other recreational facilities, roads,

driveways, parking areas, fences, screens, screening walls, retaining walls, awnings, patio and balcony covers, stairs, decks, landscaping, hedges, slopes, windbreaks, the exterior surfaces of any visible structure, trees and shrubs, poles, signs, solar or wind-powered energy systems or equipment, and water softener or heater or air conditioning and heating fixtures and equipment;

(b) the demolition or destruction by voluntary action of any structure or appurtenance thereto of every type and kind;

(c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed;

(d) landscaping, planting, clearing, or removing of trees, shrubs, grass, or plants;

(e) any change or alteration of any Improvement including any change of material, exterior appearance, color or texture; and

(f) the processing and recordation of any lot line adjustment.

Limited Common Elements. "Limited Common Elements" shall mean either a Hotel Limited Common Element or a Cottage Limited Common Element, which are portions of the Common Elements designated on the Condominium Plat, as an area for the exclusive use of the occupant of a particular Unit, in accordance with Wisconsin Statutes. For the Cottage Units, Limited Common Elements shall include any balcony, terrace or patio adjacent to or adjoining a Cottage Unit, and any driveway delineated on the Condominium Plat intended for the exclusive use of a particular Cottage Unit Owners. For the Hotel Units, Limited Common Elements shall include any areas or facilities within the Hotel Property designated on the Condominium Plat, intended for the exclusive use of the Owner of such Hotel Unit, within which the Hotel Unit Owner may designate areas or easements for its Permitted Users.

Major Components. "Major Components" shall mean the major components of the Common Elements, Limited Common Elements or of the Common Furnishings.

Management Agreement. "Management Agreement" shall mean an agreement between the Association and the Managing Agent, as more particularly described in Section 8.6.

Managing Agent. "Managing Agent" shall mean the agent engaged by the Board as authorized by Article VIII of this Declaration. The first Managing Agent shall be appointed by Declarant and may be the Declarant or an affiliate of the Declarant.

Member. "Member" shall mean any Owner within the Covered Property who automatically becomes a member of the Association.

Non-Declarant Owners. "Non-Declarant Owners" shall mean all Owners other than Declarant.

Official Records. "Official Records" shall mean the official records in the County of Walworth.

Official Survey. "Official Survey" shall refer to that survey that the Declarant shall perform once the Covered Property is complete. The Official Survey shall contain the interior square footage of each Unit.

Operating Expenses. "Operating Expenses" shall mean the costs and expenses required to be paid by Owners, according to each Owner's Proportionate Share, to provide for the on-going maintenance, administration, management, operation, repair and replacement of the Common Elements, including any landscaping thereon, and Common Furnishings. The initial schedule of maintenance is set forth on Exhibit C attached hereto; however, the Declarant shall have the exclusive right to modify the specifications for the schedule of maintenance in its sole discretion from time to time.

Original Deed. "Original Deed" shall mean each grant deed from Declarant first recorded after the date hereof conveying a Unit or an interest therein, excluding, however, any deed which conveys all or substantially all of the interest in the Project then owned by Declarant and which expressly recites that it is not an Original Deed within the meaning of this Declaration. Each Original Deed shall contain the interior square footage of the Unit as expressed on the Official Survey.

Owner. "Owner" shall mean one or more persons or entities who alone or collectively own a Unit, including Declarant, excluding those having any such interest merely as security for the performance of an obligation. The Declarant is the Owner of any Unit created by this Declaration until the Unit is sold or conveyed.

Permitted User. "Permitted User" shall mean, with respect to each Cottage Unit, a Cottage Unit Owner's immediate family or user with permission of the Owner who occupies a Cottage Unit during the Owner's Use period but while not being used by the Owner of the applicable Cottage Unit. A Cottage Unit Owner's "immediate family" shall mean such Owner's spouse, domestic partner and children only. Anyone permitted to use the Cottage Unit Owner's Unit while the Owner is not in residence must be registered with the Association. With respect to the Hotel Unit Owner, a Permitted User shall mean any person who comes upon the Covered Property with the permission of the Hotel Unit Owner, including, without limitation, such Owner's lessees, licensees or invitees.

Personal Assessment. "Personal Assessment" shall mean a charge against a particular Owner and the Owner's Unit for the purpose of reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner of this Declaration or any amendment hereto, the Governing Instruments or for purposes set forth in the Declaration, together with late charges and interest as provided for herein. Personal Assessment shall include without limitation any Common Expense caused by the misconduct of an Owner or of such Owner's Permitted User, and any Common Expense arising from loss or damage to Common Furnishings caused by an Owner or such Owner's guests.

Project. “Project” shall have the meaning ascribed thereto in Article I.

Proportionate Share. “Proportionate Share”, listed in **Exhibit D**, shall mean the undivided interest of the building area of each Owner’s Unit in the Common Elements, Common Expenses, and voting share, based on the following formula:

<u>Interior area of the Unit owned</u>
--

Interior area of all Units

For purposes of the above formula, “Interior area of the Unit owned” shall mean the area of the Unit set forth in **Exhibit D** of the Declaration, which is based on the Unit Type and all available information available to the Declarant at the time of this Declaration; even if an actual measurement as built shall differ. For purposes of the above formula, the term “Interior area of all Units” shall mean the total square footage of all Units which are a part of the Project, as set forth in **Exhibit D**.

Public Agency. “Public Agency” shall mean individually and/or collectively the Village, the County, the State of Wisconsin, and the United States of America, or any agency of any of the foregoing that has authority over all or any portion of the Covered Property or which regulates or has the authority to regulate any of the uses thereon.

Regular Assessment. “Regular Assessment” shall mean a charge against each Owner and the Owner’s Unit for purposes of covering the annual costs of the Common Expenses. Regular Assessments are calculated for each Owner in accordance with each Owner’s Proportionate Share, based on a Budget adopted by the Board in accordance with this Declaration.

Reservation Policies and Procedures. “Reservation Policies and Procedures” shall mean such policies and procedures promulgated for the use and occupancy of the Cottage Units, as may be adopted from time to time by the Board.

Reserve Account. “Reserve Account” shall mean: (a) one or more interest bearing accounts with one or more banks and/or savings and loan associations selected by the Association, or (b) one or more treasury bills and/or certificates of deposit, which account(s), treasury bills and/or certificates of deposit shall contain funds collected as and for Reserve Expenses.

Reserve Expenses. “Reserve Expenses” shall mean the specific capital expenditures required to be made at any time and from time to time, allocated to each Owner based on each Owner’s Proportionate Share, to provide for the repair, replacement or restoration of the Common Elements, Common Furnishings and for such other purposes as prudent business practice requires.

Rules and Regulations. “Rules and Regulations” shall mean the provisions and limitations promulgated from time to time by the Board governing the general use of the Common Elements and Limited Common Elements, Units by any Owner, permitted occupant, with respect to the Covered Property and the additional guidelines for use of the Covered

Property. The Board may also establish rules that affect one or more cluster of Cottage Units. However, the Consent of a Super-Majority of Members of any Cost Center Area may veto any proposed rule which would materially adversely affect the Owners of such Cost Center Area.

Special Assessment. "Special Assessment" shall mean a charge against each Owner and the Owner's Unit, calculated in accordance with the Proportionate Share, for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair or replacement of capital improvements within the Covered Property, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association, as authorized by the Board from time to time as provided herein. Special Assessments shall be allocated to Owners based on whether the nature of the costs and expenses are attributable to General Common Expenses or cluster of Units ("Cost Center Area Expenses"), if any.

Starting Date. "Starting Date" shall mean the date on which the first Original Deed conveying a Cottage Unit is recorded in the Official Records.

Statement of Status. "Statement of Status" shall mean a written statement setting forth the amount of any Delinquent Assessments or any other amounts unpaid with respect to such Unit.

Subsidy Agreement. "Subsidy Agreement" shall mean an agreement between the Association and Declarant regarding Declarant's subsidy of certain Assessments.

Supplementary Condominium Plat. The term "Supplementary Condominium Plat" means any Condominium Plat which supplements a previously recorded Condominium Plat and which is subsequently recorded to designate the boundaries of any Limited Common Elements. A Supplementary Condominium Plat shall also include a condominium plat or amendment to condominium plat which corrects technical errors in the originally recorded Condominium Plat.

Unit. "Unit" shall mean portions of the Covered Property identified and designated in the Condominium Plat attached under Exhibit B-2 as a "Cottage Unit" or the "Hotel Unit", for separate ownership, not owned in common with the Owners of other Units in the Covered Property, and shall consist of fee ownership in an Airspace. For the purposes of this Declaration, "Airspace" shall refer to that portion of a Unit identified in the Condominium Plat by a Unit number and shall consist of the interior of each Unit and the space encompassed thereby, including the outlets of all utility installations therein. The following are not part of a Unit: bearing walls, columns, beams, floors, roofs, slabs, gypcrete or concrete flooring, foundations, chimneys, balcony railings, exterior doors, landings, entry courts, reservoirs, tanks, pumps, private on-site sewer laterals and lines, drains, common mailbox structures, irrigation equipment and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting and other utility installations (and/or the outlets thereof when located within the Units). Also excluded are pavement, sidewalks, driveways, fences, perimeter walls, retaining walls, poles, signs, monument signs and all landscaping located on the Common Elements. Each Unit is bounded by and contained within the interior unfinished surfaces of the perimeter wall, floors, ceilings, windows and doors of the said Unit, and the Airspace encompassed thereby, and is identified

herein by its respective Unit number. The lower boundary of each Airspace is a horizontal plane, the elevation of which as shown on the elevation sheet attached to the Condominium Plat, the maximum upper boundary is as shown on the elevation sheet. The lateral boundaries of each Airspace are vertical planes at the limits of the horizontal dimensions as shown in the Condominium Plat for each Airspace. Each Unit includes both the portion of the depiction described and the Airspace so encompassed and the interior surfaces of all windows and doors in said Unit, all built-in appliances and fixtures and the firebox portion of the fireplace. Unless otherwise indicated, all boundary lines, both horizontal and vertical, intersect at right angles.

Use Periods. "Use Periods" shall mean any number or combination of days or weeks used by an Owner of a Cottage Unit within the maximum amount ninety (90) days use each Use Year (with no more than twenty-eight (28) consecutive days in a row), all reserved in accordance with the Reservation Policies and Procedures.

Use Plan. "Use Plan" shall mean the ownership and use plan for the Cottage Units set forth in this Declaration and further set forth in the Reservation Policies and Procedures promulgated by the Association for the use and occupancy of such Cottage Units.

Use Year. "Use Year" shall mean the one (1) year period commencing on January 1 and ending on December 31 each calendar year. The initial Use Year for a Cottage Unit shall be the period between the initial Close of Escrow date for the Unit and the end of the calendar year in which the Close of Escrow occurred.

Williams Bay Offer Form. "Williams Bay Offer Form" shall mean a purchase and sale agreement by and among Declarant and the person or entity named therein as "Buyer" or "Purchaser" providing for the sale by Declarant and the purchase by Buyer or Purchaser of a Cottage Unit in the Covered Property.

Wisconsin Statutes. "Wisconsin Statutes" shall mean collectively the applicable law to the Condominium, including the Condominium Ownership Act, Wisconsin Statutes Sections 703.01 – 703.38, any regulations promulgated thereunder, insurance laws, and any other applicable law or Wisconsin law, existing as of the effective date of this Declaration which regulate the Covered Property.

EXHIBIT D

UNIT INFORMATION

Unit No.	Unit Type	Land Area	Proportionate Share
1	"Hotel Unit"	704,457 sqft (16.17 acres)	98.446%
2	Cottage 'A'	1,161 sqft	0.162%
3	Cottage 'C'	1,051 sqft	0.147%
4	Cottage 'A'	1,161 sqft	0.162%
5	Cottage 'B'	1,051 sqft	0.147%
6	Cottage 'A'	1,161 sqft	0.162%
7	Cottage 'B' (ADA)	1,051 sqft	0.147%
8	Cottage 'A'	1,161 sqft	0.162%
9	Cottage 'A'	1,161 sqft	0.162%
10	Cottage 'B'	1,051 sqft	0.147%
11	Cottage 'A'	1,161 sqft	0.162%

ORDINANCE #2026-_____
AN ORDINANCE AMENDING SECTION 390-0316G. (2) OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY CONCERNING TEMPORARY RELOCATABLE BUILDING

WHEREAS, the Building, Zoning and Ordinance Committee (BZO) having recommended to the Village Board of the Village of Williams Bay (Village Board) the adoption of an ordinance amending Section 390-0316G. (2), addressing temporary relocatable public service buildings located within the applicable setbacks on public land, serving for more than 6 months; and

WHEREAS, the Plan Commission of the Village of Williams Bay having held a duly noticed public hearing to address the proposed amendment to Section 390-0316G. (2); and

WHEREAS, following said public hearing, the Plan Commission having voted to recommend to the Village Board the amendment of Section 390-0316G. (2) of the Code of Ordinances; and

WHEREAS, the Village Board having determined that it is appropriate to accept the recommendation of the BZO and the Plan Commission and enact an ordinance amending Section 390-0316G. (2) addressing a temporary relocatable owned or leased public service building on public land located within applicable setbacks for more than 6 months, in order to provide the Village with the flexibility to meet the safety and other public service needs of persons in the Village.

NOW, THEREFORE, the Village Board of the Village of Williams Bay hereby ordain as follows:

Section I. Section 390-0316G. (2) of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

(2) Owned or leased public service buildings on public land which are located within the applicable setbacks, and buildings serving for more than 6 months shall require a conditional use permit and are subject to the general standards and procedures presented in Section 390-1208.

Section II. This ordinance shall take effect upon passage and publication as provided by law.

Approved by the Village Board the Village of Williams Bay this _____ day of _____, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

First Reading: _____

Second Reading: _____

Date Adopted: _____

Date Published: _____

ORDINANCE #2026-_____
AN ORDINANCE AMENDING SECTION 390-0316G. (2) OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY CONCERNING TEMPORARY RELOCATABLE BUILDING

WHEREAS, the Building, Zoning and Ordinance Committee (BZO) having recommended to the Village Board of the Village of Williams Bay (Village Board) the adoption of an ordinance amending Section 390-0316G. (2), addressing temporary relocatable public service buildings located within the applicable setbacks on public land, serving for more than 6 months; and

WHEREAS, the Plan Commission of the Village of Williams Bay having held a duly noticed public hearing to address the proposed amendment to Section 390-0316G. (2); and

WHEREAS, following said public hearing, the Plan Commission having voted to recommend to the Village Board the amendment of Section 390-0316G. (2) of the Code of Ordinances; and

WHEREAS, the Village Board having determined that it is appropriate to accept the recommendation of the BZO and the Plan Commission and enact an ordinance amending Section 390-0316G. (2) addressing a temporary relocatable owned or leased public service building on public land located within applicable setbacks for more than 6 months, in order to provide the Village with the flexibility to meet the safety and other public service needs of persons in the Village.

NOW, THEREFORE, the Village Board of the Village of Williams Bay hereby ordain as follows:

Section I. Section 390-0316G. (2) of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

(2) Owned or leased public service buildings on public land which are located within the applicable setbacks, and buildings serving for more than 6 months shall require a conditional use permit and are subject to the general standards and procedures presented in Section 390-1208.

Section II. This ordinance shall take effect upon passage and publication as provided by law.

Approved by the Village Board the Village of Williams Bay this _____ day of _____, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

First Reading: _____

Second Reading: _____

Date Adopted: _____

Date Published: _____

RESOLUTION NO. R-14-26

**RESOLUTION APPROVING CONDITIONAL USE PERMIT FOR TEMPORARY
RELOCATABLE MANUFACTURED BUILDING TO HOUSE EMERGENCY MEDICAL SERVICE
PERSONNEL IN THE P & R PARKS AND RECREATION DISTRICT**

WHEREAS, on January 5, 2026, the Village Board of the Village of Williams Bay (Village Board) did submit an application for a conditional use permit in connection with the property described in Exhibit A attached hereto and incorporated herein (the Property): and

WHEREAS, in the application, which is attached as Exhibit B, the Village Board requested a conditional use permit (CUP) to locate a temporary relocatable manufactured building, located within the required front yard setbacks, for a period of up to three (3) years for the purpose of housing emergency medical service (EMS) personnel on property zoned P & R; and

WHEREAS, pursuant to §390-0224C. 8., public services and utilities are an allowed conditional use (per §390-0308D.) in the P & R District, and pursuant to §390-0316G., a manufactured building that serves as a temporary building for more than six (6) months and/or is located within the front yard setback requires a conditional use permit; and

WHEREAS, the Zoning Administrator having reviewed the application for the CUP, and having determined that the application is complete and that the proposed use meets the criteria of §390-1207E. (2), and having prepared a report to the Plan Commission of the Village of Williams Bay addressing the criteria of §390-1207E. (2), and noting that the Proposed Use is consistent with the comprehensive plan; and

WHEREAS, the Plan Commission having held a duly noticed public hearing on the Proposed Use of the Property; and

WHEREAS, following said public hearing, the Plan Commission having found that the Proposed Use meets the criteria of §390-1207E. (2), and having recommended its approval to the Village Board; and

WHEREAS, the Village Board having determined it is appropriate to accept the findings of the Plan Commission, having further considered the recommendation of the Plan Commission regarding the Proposed Use and having determined that it is appropriate and in the best interests of the Village to accept the recommendation of the Plan Commission and approve the Proposed Use of the Property.

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

That the proposed conditional use requested by the Village Board in its application of January 5, 2026, to permit the location of a temporary relocatable manufactured building on the property described in Exhibit A, within the front yard setback, to house EMS personnel for up to three (3) years on property zoned P & R, is approved and pursuant to §390-1207H., the Village of Williams Bay is hereby granted a conditional use permit for same.

Approved by the Village Board of the Village of Williams Bay this _____ day of February, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Village President

Attest: _____
Tina Kolls, Village Clerk

Date Passed: _____

Proposed Temporary EMS Housing Quarters - Properties

Village of Williams Bay
Edgewater Park

WOP 00085

7 E. Geneva Street

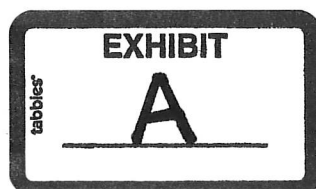
Legal Description Acres 0.9944 E FRAC PART OF LOT 1 BLK 7 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

WOP 00089

Legal Description Acres 0.4560 E FRAC PART OF LOT 2 BLK 7 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

WWUP 00088

Legal Description PT. GOVT LOTS 3 & 4 SEC 6 T1N R17E WHICH LIES S OF S LN STRIP OF LAND 66' WIDE FOR HWY AS IN VOL 212 DEEDS PG 347, W OF N S C/L SEC 6 & N OF LN RUN ING DUE E FROM PT OF INTER OF C/L GENEVA ST WITH W LN SEC 6 TO SHR GENEVA LAKE. ALSO BEG AT PT NW 1/4 SEC LN SEC 6, S0D 09'W 1782', N8D54'E 850.72', S 0D49'W 98' TO PT WHERE SD E LN INTER LN CEDAR PT PARK 2ND ADD S71D09'W 690' TO SHR GENEVA LAKE, N63D25'W 201.9', N0D09'E 66.8' TO POB. 4.15 A. M/L VILLAGE OF WILLIAMS BAY





Application for a Conditional Use Permit

(Requirements per Zoning Ordinance Section 18.1207)

Applicant name: Village of Williams Bay Board of Trustees

Applicant address: 250 Williams Street, Williams Bay, WI 53191

Applicant phone number: 262-245-2700

Current provisions of the Zoning Ordinance for a Conditional Use Permit (or attach as a separate sheet):

390-0224 P&R Parks and Recreation District Paragraph C "Principal land uses allowed by conditional use permit (8) Public services and utilities (per 390-0308D)

Please see attached separate sheet for details

Replacement text for provisions proposed to be amended (or attach as a separate sheet):

Please see attached separate sheet

Written justification for the proposed text amendment (or attach as a separate sheet):

Please see attached separate sheet

Dated this 5th day of January, 2026

Respectfully submitted,

Adam Jaramillo, Village President
On behalf of the Village Board of Williams Bay
(Signature of Applicant)

Requirements

- Map of the subject property showing its general location in relation to the Village as a whole.
- Map of the subject property at a scale of not less than 1" equals 800 feet showing:
 - Current zoning of the subject property and lands within 200 feet of the subject property and the jurisdiction(s) that maintains that control.
 - All lot dimensions of the subject property.
 - Graphic scale and a north arrow.
- Names and addresses of the owners of all lands within 200 feet of the subject property as the same appear on the current tax records of the Village of Williams Bay.
- Site Plan of the subject property if proposed for development (see Site Plan application requirements).

January 5, 2026

Village of Williams Bay Board of Trustees
Application for a Zoning Code Text Amendment & Conditional Use Permit
For Temporary Emergency Medical Services (EMS) Overnight Quarters.

Background.

The Village of Williams Bay contracts Emergency Medical Services (EMS) with the Village of Fontana. The Village residents supported a referendum in 2022 providing the additional funding to provide the higher level of service provided by Fontana. The Fontana EMS operates out of the Williams Bay Fire Department Building located at 5 E Geneva Street with the ambulance parked in the Fire Department garage. The Agreement between Fontana and Williams Bay provides for Fontana to provide EMS coverage 24-7. Fontana provides 24-7 coverage to Williams Bay, however, due to the lack of overnight quarters available in Williams Bay, the third (evening) shift EMS crew migrate back to Fontana every evening for quarters. During the times that that EMS crew is stationed in Fontana, the emergency response times increase. In an effort to reduce these evening response times, the Williams Bay Rescue Squad has made considerable effort to locate all possible existing buildings as possible quarters. The most critical criteria is being located in close proximity (short walk) to the ambulance that must be stored inside a climate-controlled garage due to medication storage temperature requirements.

Solutions to Provide EMS Overnight Quarters.

Long-term (3 plus years) solution. The Village of Williams Bay long-term plans to either remodel the existing Fire Station building to provide EMS overnight quarters or build a new Fire EMS building in the VC Zoning District downtown area. Due to complications of ownership of the existing Fire Station and the likely necessity for a second referendum to further increase property taxes for the sole purpose of funding the remodeling/construction of permanent EMS overnight quarters preferably in the VC Zoning District downtown area.

Short-term (up to 3 years) solution. The Village of Williams Bay short-term solution (operational by April 2026) is to lease a temporary relocatable building to be installed in Edgewater Park, immediately North of the existing pavilion. The Village reviewed other possible locations behind or next to the pavilion, however, these locations created other problems for the operations of special events and had other challenges for connection to the necessary water/sewer/electrical services.

Current provisions of the Zoning Ordinance Proposed to be Amended.

Current Williams Bay Zoning Code.

Edgewater Park is zoning P&R Recreation District (PR). The PR Zoning District allows for temporary relocatable buildings for a time period up to six (6) months and anything longer than six (6) months requires as a Conditional Use Permit (CUP) as follows:

- G. Temporary relocatable building.** Any manufactured building that serves as a temporary building for less than six months. Temporary relocatable buildings shall adhere to the following standards:
 - (1) The building shall comply with § 390-1208, standards and procedures applicable to all temporary uses.
 - (2) Buildings serving for more than six months shall require a conditional use permit and are subject to the general standards and procedures presented in § 390-1208.
 - (3) The building must be placed on asphalt, concrete, gravel, or other hard-paved surface.

Requested Zoning Code Text Amendment.

The VC Zoning District requires a minimum front yard setback of 100' from E. Geneva Street. The existing Pavillion is located approximately fifty-eight feet (58') from E. Geneva Street. As noted previously, the Village determined that placing the temporary overnight quarters building to the rear or side of the Pavillion was not feasible. Village Code Article 12 Procedures 390-1204 'Zoning Ordinance Text Amendment' authorizes the Village Board to initiate a request for Zoning Code Text Amendment as follows (*emphasis added*):

- B. Initiation of request. A proposal to amend the text of this chapter may be initiated by an application by any member of the general public, a recommendation by the Plan Commission, or by *action of the Village Board*.

The Williams Bay Village Board is submitting application for:

- (1) a Conditional Use Permit for a temporary relocatable building (per section 390-0316G.(2)) and
- (2) the following text amendment (**bold underline**) to §390-0316G.(2) of the Zoning Code to allow the temporary relocatable building (ESM Overnight Quarters) to be located within the minimum required setbacks as a CUP:

- G. Temporary relocatable building. Any manufactured building that serves as a temporary building for less than six months. Temporary relocatable buildings shall adhere to the following standards:
- (1) The building shall comply with § 390-1208, standards and procedures applicable to all temporary uses.
 - (2) Owned or leased public service buildings on public land located within the applicable setbacks, and Bbuildings serving for more than 6 months shall require a conditional use permit and are subject to the general standards and procedures presented in section § 390-1208.
 - (3) The building must be placed on asphalt, concrete, gravel, or other hard-paved surface.

Description of Proposed Conditional Use Permit.

The Village is The Village of Williams Bay short-term solution (operational by April 2026) is to lease a temporary relocatable building to be installed in Edgewater Park, immediately North of the existing pavilion as depicted on the enclosed Aerial Map showing the proposed location.

Justification of Conditional Use Permit (CUP) Application:

- A. **Temporary Relocatable Building.** The Village of Williams Bay has the immediate need for a Conditional Use Permit (CUP) for the installation of a temporary EMS Housing Quarters Building located immediately adjacent to the Williams Bay Fire Station (zoned P&I) to provide the shortest EMS response times to Residents. The CUP is required at the temporary housing quarters building is proposed to be located in Edgewater Park which is zoned P&R Recreation District (P&R). P&R allows for "Temporary relocatable building" as a CUP. The CUP Application is necessary to provide efficient life-saving response times while the Village explores the long-term EMS quarters housing solution.

B. **Building Within Required Setbacks.**

(subject to approval of the requested Code Amendment)

The Village of Williams Bay investigated and was unable to locate the proposed temporary building to the South of the Pavillion. The existing Pavillion is situated approximately fifty-seven feet (57') from the front yard property line (E. Geneva St). The Building Code requires a minimum separation of ten feet (10') between buildings. The proposed temporary building is fifteen feet (15') wide. With the required separation from the Pavillion, the north side of the temporary building will be located approximately thirty-two (32') from the North property line along E. Geneva Street.

Adjacent Properties - Front Yard Setbacks.

Edgewater Park, zoned P&R) is adjacent to the Fire Station that is in the P&I Public and Institutional Zoning District that requires a minimum thirty foot (30') front yard setback. The existing fire station (WOP 00086) is situated approximately twenty-seven feet (27') from the front yard property line. The property adjacent to the Fire Station (WOP 00087) is zoned Village Center (VC) that requires a minimum zero foot (0') front yard setback and maximum five foot (5') front yard setback and is situated approximately fifteen feet (15') from the front yard property line.



FONTANA FIRE DEPARTMENT

190 FONTANA BVD / PO BOX 200
FONTANA, WISCONSIN 53125
Phone 262-275-2131 Email: Firehouse@vi.fontana.wi.gov

VILLAGE OF
FONTANA
on Geneva Lake



TO: David Lothspeich - Williams Bay Administrator

FROM: Richard Manthy – Fontana Fire Chief

DATE: January 5th, 2025

RE: Fontana vs. Williams Bay Fire Station Response Times

Response time standards are measured in various ways; however, the National Fire Protection Association 1710 is the most widely accepted. The 2024 Public Administration Associates study for Williams Bay and Fontana included the following information.

personnel to be assembled in eight minutes. There are additional requirements for both standards, however we will limit our analysis to these two items. In addition to the NFPA standards, which primarily address fire, NFPA 1710 also includes a component for emergency medical services. This requirement calls for basic life support (EMS first responder or EMT) to arrive on scene in under 6 minutes, 90% of the time, and an advanced life support unit (paramedic) to arrive within 8 minutes, 90% of the time. This emergency medical service standard is aimed at life-threatening emergencies, however. From a system design perspective, service should be built around the ability to provide this level of response when needed. Table 12 lists the response time and staffing goals outlined in NFPA 1720.

PUBLIC ADMINISTRATION ASSOCIATES

Fontana/Williams Bay | Public Safety Staffing and Fleet Projections

- 19

Several locations throughout Williams Bay were queried with potential travel times responding from the current Fontana Fire Station and the Williams Bay Fire Station. The following are based on google maps' drive time and do not account for use of emergency lights and sirens, 911 call processing time, or pushout time (time of dispatch to the time a unit is enroute).

LOCATION	Time from Fontana Fire Station	Time from Williams Bay Fire Station	Travel Time Difference
Williams Bay High School	5 Minutes	3 Minutes	2 Minutes
146 Clover Street	8 Minutes	2 Minutes	6 Minutes
Williams Bay Beach	8 Minutes	1 Minute	7 Minutes
George Williams / Preserve	5 Minutes	4 Minutes	1 Minute
14 Cedar Point Drive	9 Minutes	2 Minutes	7 Minutes
Lakewood Tr. & Theatre Rd	6 Minutes	3 Minutes	3 Minutes



Not to scale: illustrative purposes showing proposed location of temporary EMS housing quarters

Buffer Landscaping

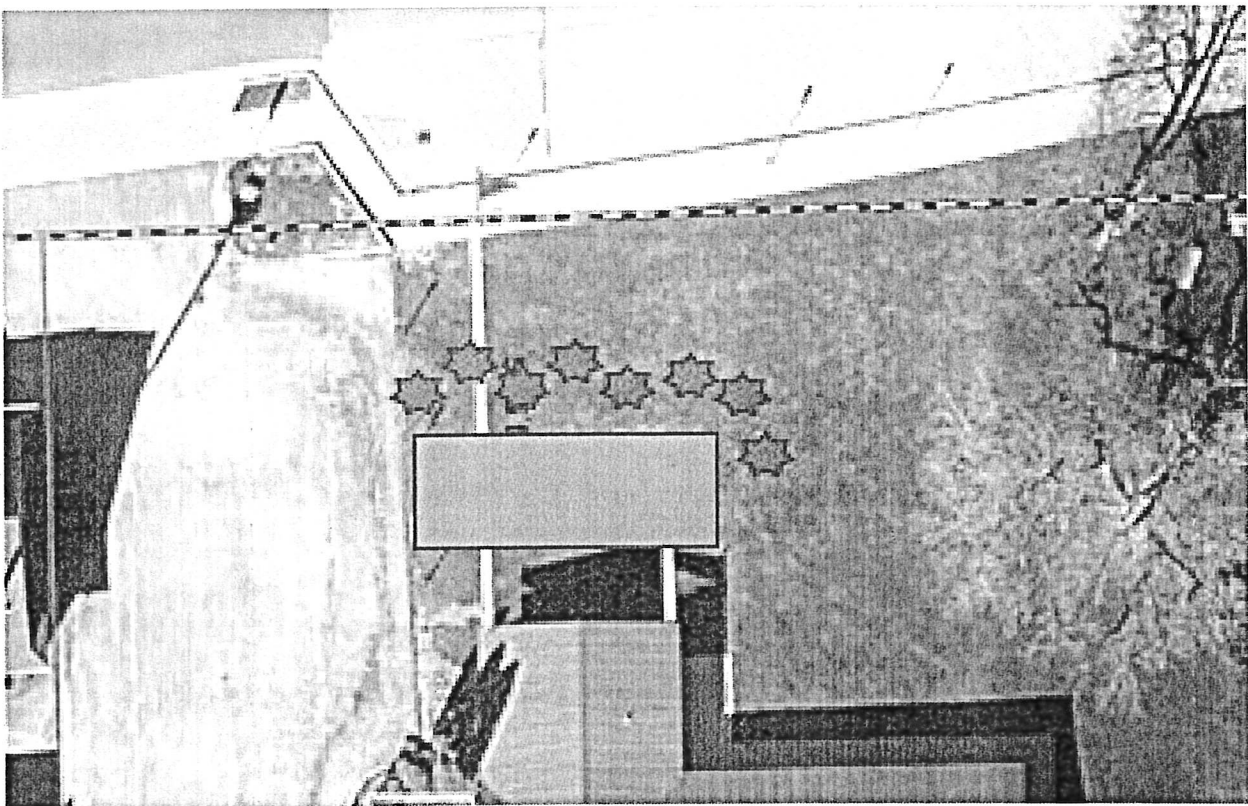
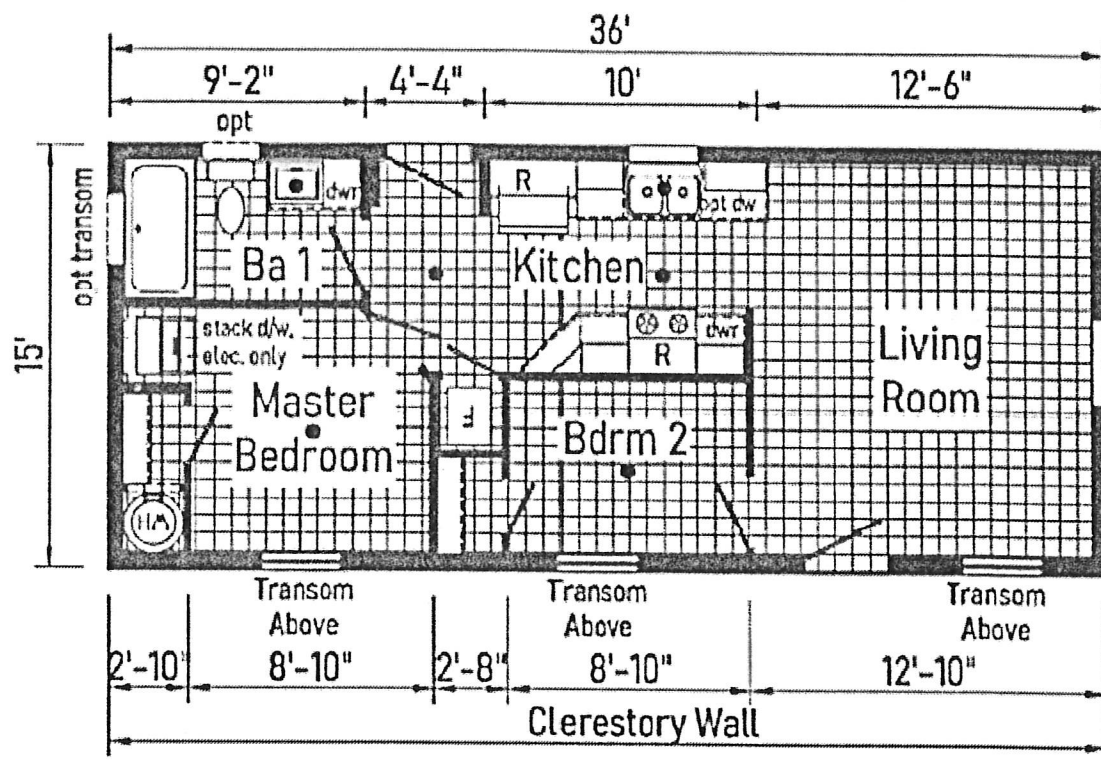


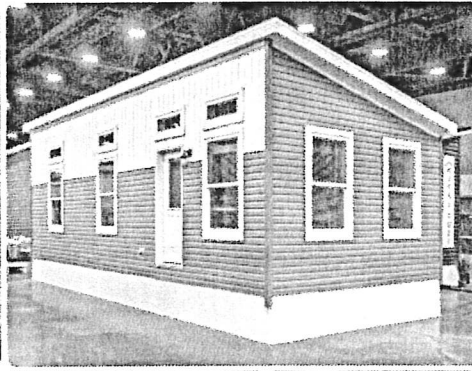
Figure 1



1W1901-V 1636 Approx. 540 Sq. Ft.

• = Std. can light
R = Std. 30/36 staggered overhead

Gallery



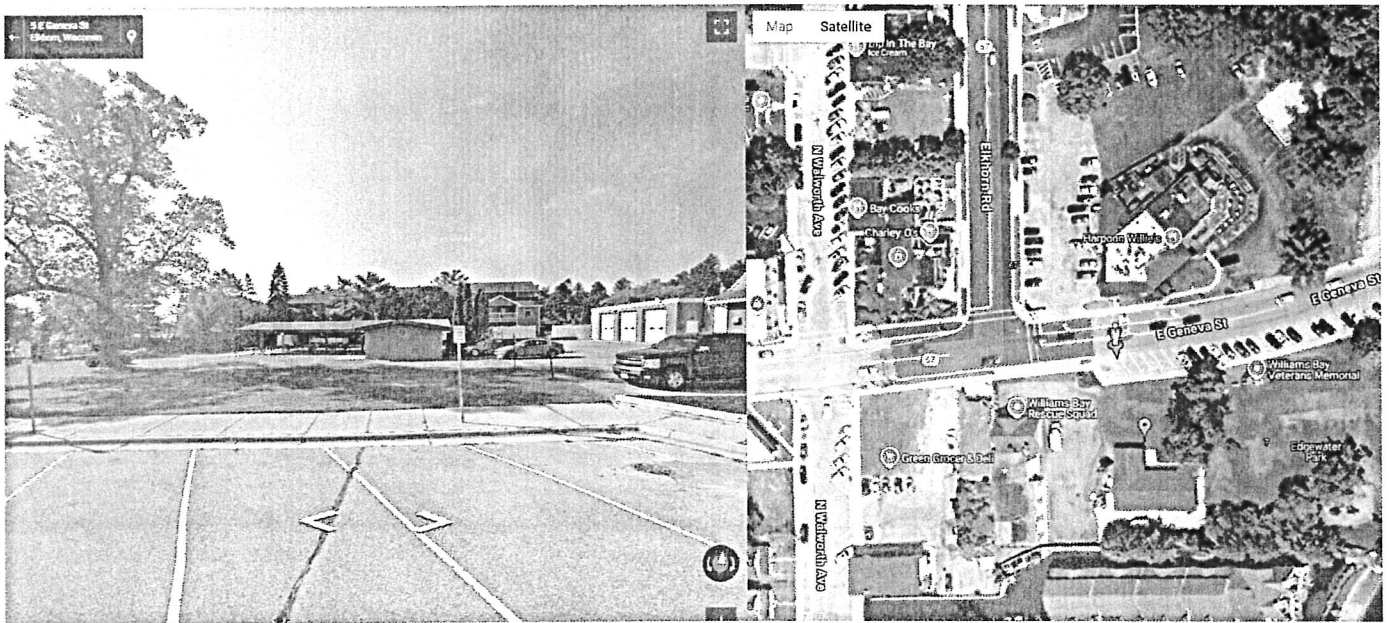
Home Features & Virtual Tour

Exterior Features

Black Gatsby Light at Front and Rear Door
Vinyl Dutch Lap Siding
Vinyl Insulated Windows with Low-E Glass
Lineals Front Door Side
GFI-Protected Exterior Receptacle at Each Door
O.S.B. Wall & Roof Sheathing Fixed Roof
12" Overhangs and Eaves (Ranch)
4" Overhangs and 12" Eaves (Single)
3-Tab Shingles
Ridge Vent Roof Ventilation System
Ice Shield
3/0x6/8 Fiberglass 6-Panel Front and Rear
Door w/ Deadbolt Keyed Alike Locksets

E. Geneva Street Views – Proposed Temporary EMS Building Location

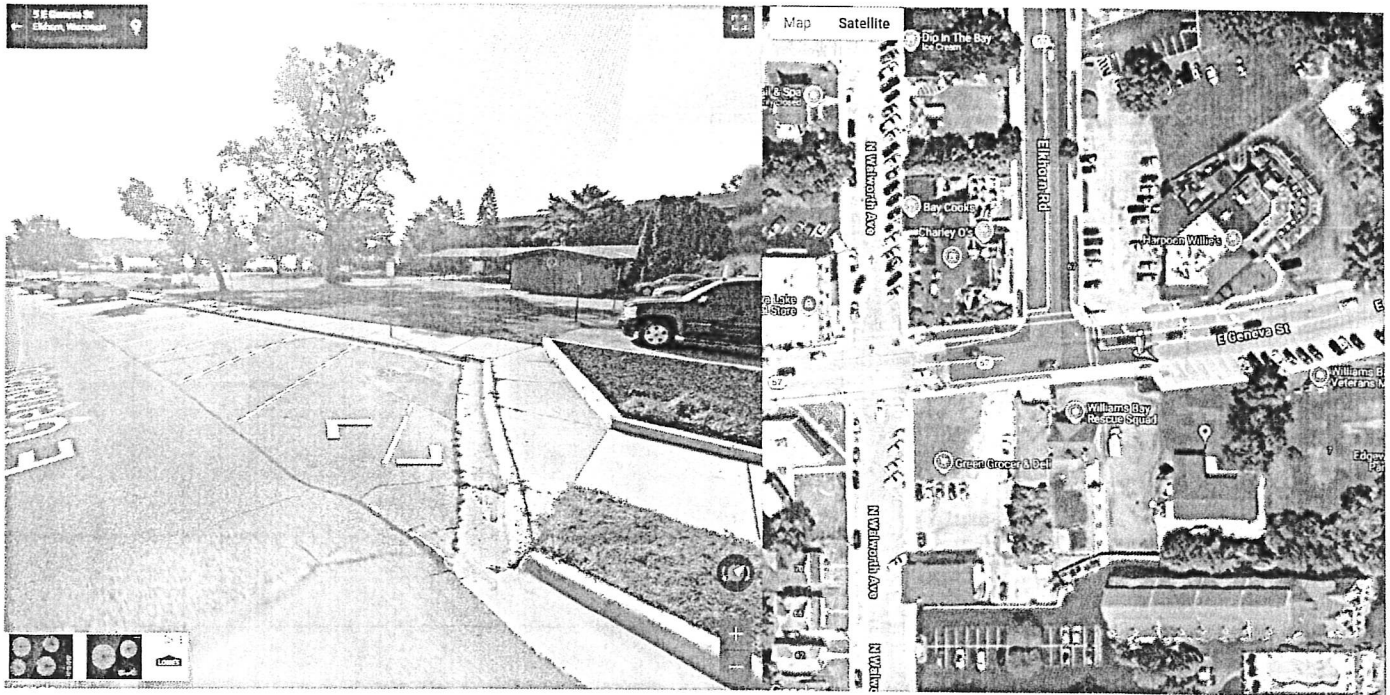
E Geneva Street Facing South Toward Pavillion



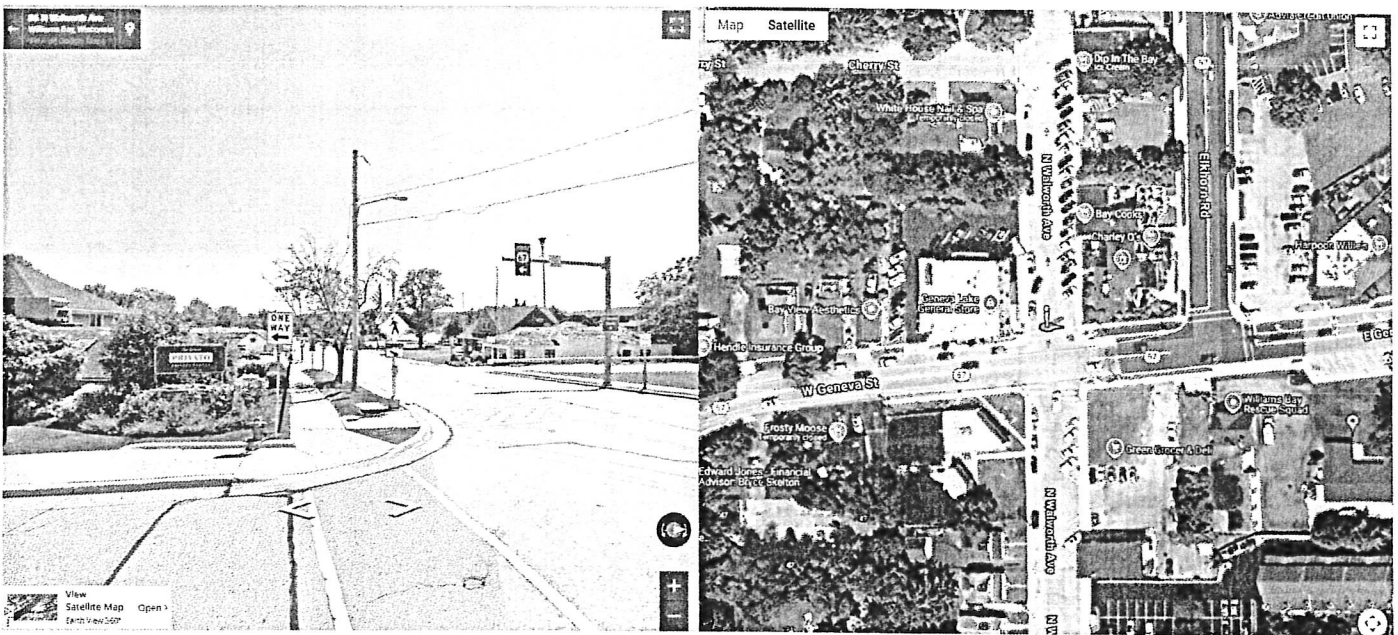
E. Geneva Street Facing Southwest Toward Pavillion



East Geneva Street Facing Southeast Toward Pavillion



East Geneva Street at N. Walworth Facing Southeast



Proposed Temporary EMS Housing Quarters - Properties

Village of Williams Bay
Edgewater Park

WOP 00085

7 E. Geneva Street

Legal Description Acres 0.9944 E FRAC PART OF LOT 1 BLK 7 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

WOP 00089

Legal Description Acres 0.4560 E FRAC PART OF LOT 2 BLK 7 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

WWUP 00088

Legal Description PT. GOVT LOTS 3 & 4 SEC 6 T1N R17E WHICH LIES S OF S LN STRIP OF LAND 66' WIDE FOR HWY AS IN VOL 212 DEEDS PG 347, W OF N S C/L SEC 6 & N OF LN RUN ING DUE E FROM PT OF INTER OF C/L GENEVA ST WITH W LN SEC 6 TO SHR GENEVA LAKE. ALSO BEG AT PT NW 1/4 SEC LN SEC 6, S0D 09'W 1782', N8D54'E 850.72', S 0D49'W 98' TO PT WHERE SD E LN INTER LN CEDAR PT PARK 2ND ADD S71D09'W 690' TO SHR GENEVA LAKE, N63D25'W 201.9', N0D09'E 66.8' TO POB. 4.15 A. M/L VILLAGE OF WILLIAMS BAY

Properties Located within 200' feet of Edgewater Park

<u>Property ID</u>	<u>Common Name</u>	<u>Owner</u>	<u>Address</u>
WWUP 00046	Café Calamari		
WWUP 00047	Café Calamari (west parking lot)		
WOP 00010	Bees Investments LLC		
WOP 00013	Baywater LLC		
WOP 00086	Williams Bay Fire Department		
WOP 00087	South Shore Custom Homes	Stephan Panzarella	
WOGC 00001	Dancing Dudes LLC		
	Sweat Collective LLC (Green Grocer)		
WWUP 00046	Bay Group Partners		
WWUP 00047	Bay Group Partners		
WBS 00001	Bay Shore Village		
	Kirsch's Pier Slips, Inc		

PREPARED FOR
WILLIAMS BAY FIRE DEPT.
C/O DAVE BURROWS

PLAT OF SURVEY

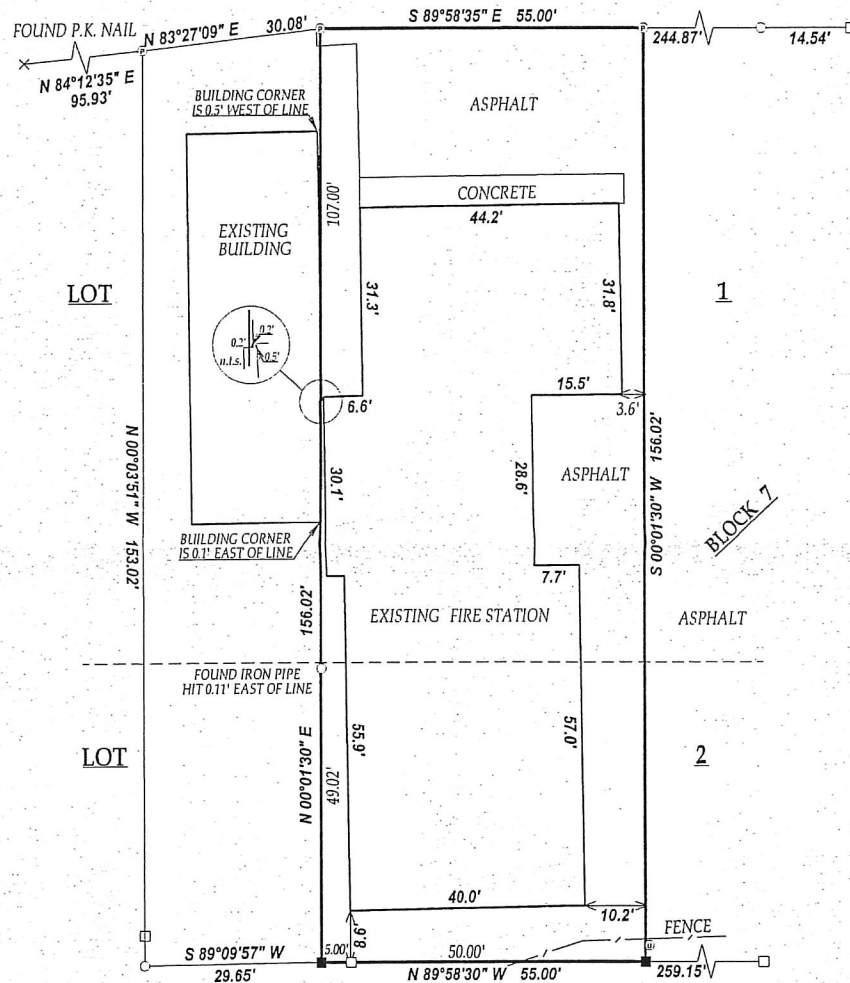
KROTT SURVEYING INC.

N3705 WILLOW BEND LANE
LAKE GENEVA WI. 53147
PHONE # (262)248-3697
FAX # (262)249-0639

-OF-

A PARCEL OF LAND BEING PART OF LOTS 1 AND 2 OF BLOCK 7 OF THE ORIGINAL PLAT OF WILLIAMS BAY, LOCATED IN THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS BEGINNING AT A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 AND THE WEST LINE OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST, THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, 55 FEET; THENCE SOUTH 156 FEET TO THE SOUTH LINE OF SAID LOT 2 TO A POINT THAT IS 55 FEET EAST OF THE WEST LINE OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 2, 55.00 FEET TO THE WEST LINE OF SAID SECTION 6; THENCE NORTH ALONG SAID WEST LINE 156.00 FEET TO THE PLACE OF BEGINNING.

GENEVA STREET



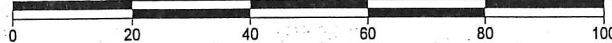
LEGEND

- FOUND IRON PIPE
- FOUND IRON BAR
- SET IRON BAR
- × FOUND CUT CROSS
- SET P.K. NAIL
- UTILITY PEDISTALS

(XX) RECORDED AS

JOB # 08-008 TAX ID # WOP00086
DATED THIS THE 29th DAY OF JANUARY 2008.

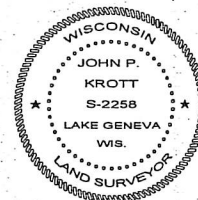
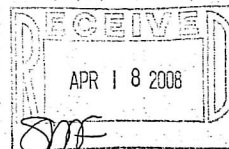
SCALE 1" = 20'



COMPARE LEGAL DESCRIPTION ABOVE AND DRAWING WITH DEED.
FOR BUILDING RESTRICTIONS AND EASEMENTS NOT SHOWN REFER
TO DEED, ABSTRACT SOURCES AND LOCAL MUNICIPAL CODES. NOTIFY
THE SURVEYOR IMMEDIATELY OF ANY DISCREPANCY.

"I hereby certify that I have surveyed the above described property and that
the above map is a true representation thereof and shows the size and
location of all visible structures, apparent easements and encroachments
if any."

This survey is made for the present owners of the property, and those who
purchase, mortgage, or guarantee the title thereto, within one year from
the date hereof.



JOHN KROTT S - 2258
Wisconsin Registered Land Surveyor
(original if signed in red)

WOP-80

01-2203