



VILLAGE OF TWIN LAKES

105 East Main Street P O Box 1024 Twin Lakes, Wisconsin 53181

Phone (262) 877-2858 Fax (262) 333-3286

VILLAGE BOARD MEETING

Monday, March 17, 2025 – 6:30 p.m.

Village Hall, 105 E. Main Street, Twin Lakes, WI

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL VILLAGE BOARD: TRUSTEES ANDRES, FITZGERALD, INFUSINO, KAROW, KASKIN, PERL, PRESIDENT SKINNER
4. SWEARING IN OF TWO NEW POLICE OFFICERS
5. PROCLAMATION RECOGNIZING TRUSTEE SHARON BOWER
6. APPROVAL OF VOUCHERS FOR PAYMENT: Corporate Checking (including General Fund, Sanitation, Capital Projects-E/M, Sewer Utility, Lake Rehab, Sewer Hook-Up, Sewer Replacement, and Tax Account): 36758-36783, 590-602, 1642 Expenses – \$2,272,389.44
7. APPROVAL OF MINUTES: February 17, 2025 Regular Board Meeting, March 3, 2025 Special Board Meeting
8. PUBLIC COMMENTS AND QUESTIONS: The Village Board will receive comments on agenda items only.
9. OMNIBUS AGENDA
 1. Motion to approve an Event Permit for Business in the Park and Car Show on May 17, 2025, from 9:00 a.m. to 3:00 p.m.
 2. Motion to approve an Event Permit for Rock the Lake on June 14, 2025, from 12:00 p.m. to 11:00 p.m.
 3. Motion to approve a Temporary Class “B” Beer License for the Twin Lakes Chamber for Rock the Lake on June 15, 2025, from 12:00 p.m. to 11:00 p.m.
 4. Motion to approve an Event Permit for Libertyfest Parade/Fest and Fireworks on July 5, 2025, from 11:00 a.m. to 11:00 p.m.
 5. Motion to approve a Temporary Class “B” Beer License for the Twin Lakes Chamber for Libertyfest on July 6, 2025, from 2:00 p.m. to 11:00 p.m.
 6. Motion to approve a Temporary Class “B” Beer License for the Twin Lakes Chamber for Cornfest on August 14, 2025 from 2:00 p.m. to 10:00 p.m., August 15, 2025, from 10:00 a.m. to 11:00 p.m., and August 16, 2025, from 2:00 p.m. to 11:00 p.m.
 7. Motion to approve a Concession Stand Lease for the Scout House at Lance Park.
10. PRESIDENT AND TRUSTEE REPORTS

- A. TRUSTEE TIMOTHY INFUSINO - ADMINISTRATION, FINANCE, JUDICIARY, LICENSING
1. Motion to approve an Alcohol Beverage Appointment of Agent application for Chrystal Barnes for Lake Elizabeth Sandbar and Island Grill, LLC
 2. Motion to approve an Event Permit for American Legion TL Memorial Day Parade on May 26th, 2025.
 3. Motion to approve an Event Permit for an American Legion Craft and Vendor Fair on May 3rd, 2025 from 8:00 a.m. to 2:00 p.m. at Legion Park.
 4. Discussion and possible action regarding Ordinance 2025-3-1 Amending Section 3.06.010 Pertaining to Fees, Charges, and Deposits.
- B. TRUSTEE KEVIN FITZGERALD - STREETS & ROADS, EQUIPMENT, STREET LIGHTS, WEEDS, LAKE PLANNING AND PROTECTION
1. Discussion and possible action regarding a quote from Eagle Floats for repairs to the fishing pier at Lance Park.
 2. Motion to approve the submittal of the Annual Report and other compliance documents for the Municipal Storm Sewer System (MS4) Permit.
- C. TRUSTEE BILL KASKIN - CEMETERY, SANITATION, RECYCLING, SENIORS
- D. TRUSTEE AARON KAROW - BUILDING AND ZONING, PLAN COMMISSION, AND PUBLIC BUILDINGS
1. February 2025 Building Permits: 16; Valuation: \$294,317.51, Fees Collected: \$5,807.01.
 2. Motion to approve a Condominium Plat for an existing structure at 202 E. Main St. Parcels 85-4-119-211-3525, 85-4-119-211-3535, 85-4-119-211-3541
- E. TRUSTEE KEN PERL - POLICE, FIRE, LAKE CONTROL, PARKS AND BEACHES
1. February 2025 Code Enforcement: Active Cases: 9, Closed Cases: 3
 2. Discussion and possible action regarding a School Resource Officer Shared Services Agreement between the Village of Twin Lakes and Randall Consolidated School J1.
 3. Discussion and possible action regarding a Kenosha Drug Operations Group Agreement between the Kenosha County Sheriff's Office and the Village of Twin Lakes.
 4. Discussion regarding creating a new slow-no-wake area south of the hazard buoys on the south end of Lake Elizabeth.
- F. TRUSTEE BARB ANDRES - SEWER, HEALTH AND ENVIRONMENT, YOUTH, LIBRARY
- G. VILLAGE PRESIDENT HOWARD SKINNER
1. Discussion and possible action regarding a Memorandum of Understanding between the Aquanuts and the Village of Twin Lakes

11. ADJOURN

*****MATTERS MAY BE TAKEN IN ORDER OTHER THAN LISTED*****

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

**Alcohol Beverage
Appointment of Agent**

10.)A.)1.
Date 2/24/2025

Agent Type (check one)

- Original (no fee) Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor) Lake Elizabeth Sandbar and Island Grill, LLC	
2. Business Trade Name or DBA Sand Bar and Island Grill	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number BL2024-0203
6. Describe the reason for appointing a successor agent, if successor is checked above. Our former agent will not be returning to employment this season.	

Part B: Agent Information

1. Last Name Barnes	2. First Name Chrystal	3. M.I. J
4. Email		5. Phone
6. Home Address		
7. City Twin Lakes	8. State Wi	9. Zip Code 53181
10. Date of Birth		
11. Drivers License/State ID Number		12. Drivers License/State ID State of Issuance Wisconsin

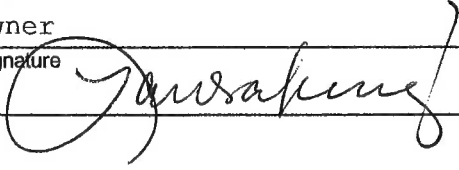
Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire (licensee) or Form AB-300, Alcohol Beverage Personal Questionnaire (permittee)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

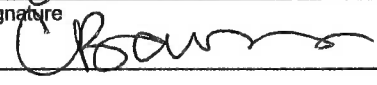
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name King	First Name Laura	M.I. L
Title Owner	Email	Phone
Signature 	Date 02/06/20	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Barnes	First Name Chrystal	M.I. J
Signature 	Date 1/28/25	



VILLAGE OF TWIN LAKES EVENT PERMIT APPLICATION

Please fill in all sections completely. Incomplete applications will be rejected. Applications must be submitted AT LEAST 8 WEEKS prior to the proposed event date for approval.

Section I- APPLICANT INFORMATION

Name of Applicant TWIN LAKES AMERICAN LEGION POST 544

Name of Event Organizer/Producer JEFF MARTIN

Production Company/Organization _____ FEIN # _____

Street Address 989 LEGION DRIVE

City TWIN LAKES State WI Zip code 53181

E-mail Address twinlakeslegionpost544@gmail.com

Daytime Phone 262-877-3669 Cell Phone _____

For-Profit or Non-Profit Organization 501(c) _____ EIN # (Tax Exempt Number) _____

*All non-profits must present a copy of their current Tax ID - EIN#

Section II- EVENT INFORMATION- Check the proper category

All applications are required to submit a detailed Site Plan/Map. Site Plan/Maps must include location, any street closures, barricades, parade routes, stages, alcohol sale location, tents, etc.

Title of Event TWIN LAKES MEMORIAL DAY PARADE

Date(s) of Event MAY 26, 2025

Location(s) of Event TRAVEL FROM LANCE PARK TO POST 544

Start Time for Event 11:00 a.m./p.m. End Time for Event 12:00 a.m./p.m.

Event Chair/Contact Person JEFF MARTIN Phone _____

Day of Event Contact Name JIM SCHMIDT Phone _____

Is the event open to the public? Yes No

Will you charge an admission fee? Yes No

Estimated Attendance Number 500

Description of Event
Memorial Day Parade will be from Lance Park to American Legion Post 544 using Lance Drive, East Main St, South Lake Ave and Legion Drive.

PERMIT REQUESTED

Parade Permit - No Charge

Block Parties: Small event limited to one street with 4 barricades in a neighborhood. Public Works will provide barricades the business day prior to your event and pick them up on the first business day following the event. It is your responsibility to set up and take down the barricades before and after your event. Main streets that are thoroughfares may not be approved due to safety issues. Residential block parties are not to last more than 6 hours between 9:00 am and 10:00 pm. Sale of alcohol is PROHIBITED at a private block party in a residential area. All consumption must be within the designated area and within the barricades. Public drinking citations will be issued outside of designated area. As a courtesy, please discuss plans with your neighbors prior to the event.

Park Reservation: All users of the parks must check in at the Police Department in person or by phone (262-877-9056) on the day of the scheduled event prior to and after use of the facility to insure refund of security deposit. A key is available at the Police Department for entry to the Scout House and for use of electric at Millennium Park. The key must be returned to the Police Department immediately after the event. Prior to leaving, the electric and/or doors need to be locked and all garbage disposed of in outside cans or totes.

Select Park: **Lance Park and Amphitheater** **Scout House** **Central Park**
 West Side Park **Millennium Park Pavilion**

Describe Restroom facilities available to all participants Available at Legion Post

Will you be setting up a tent? Yes No *A Fire Inspection is required per *NFPA Code 25.2**
If yes, list the location, size, Rental Company, and proof of completion of locates.

Will there be any animals? Yes No
If yes, what type and how many _____

Will there be live performances, loud speakers or a DJ? Yes No
If yes, what type and hours Ceremony at Post following parade

Description of plan for handling refuse collection and after-event clean-up
Dumpster on site

Description of plan for providing event security (if applicable)

Will there be fireworks or pyrotechnics at your event? Yes No
If yes, please attach a fireworks display permit or application.

Will your event include the sale of beer and/or wine? Yes No
If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application or provide Proof of Operator's License. Sale of Alcohol is prohibited for residential block parties.

Will you or any other vendors be selling food or merchandise? Yes No
If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.

Do you intend to use the available picnic tables and benches in the location? Yes No

Section III- STREET USE

Check if this section does not apply

Description of portion(s) of road(s) to be used

Road closures must include rental of barricades; must be coordinated with the Village of Twin Lakes Department of Public Works

Will any parking stalls be used or blocked during the event? Yes No

Dates of Use Staging for parade will begin at 10:00 in Lance Park parking lot.

Total Number of Parking Stalls Requested and Location _____

Description of Signage to be used during event Normal road closures on parade route.

Anticipated Services

Please indicate below any additional services you are requesting for your event. Estimated Fees or Deposits for these services may be required prior to issuance of permit(s)

- Electricity; Explain _____
- Traffic Control; Explain _____
- Police Services; Explain _____
- Fire/EMS Services; Explain _____
- Other; Explain _____

Scout House, Lance, Central, West Side Park Reservation Fee	# of Parks	# of Days	Applicable Fee
Security Deposit	\$100.00 x _____		= _____
Non-Profit or Resident	\$75.00 x _____	x _____	= _____
Non-Resident	\$150.00 x _____	x _____	= _____
Millennium Park Reservation Fee		# of Days	
Security Deposit	\$100.00		_____
Non-Profit or Resident	\$50.00	x _____	= _____
Non-Resident	\$100.00	x _____	= _____
Block Party/Street Closure			
Security Deposit	\$100.00		_____
		TOTAL	_____

Note: The Village of Twin Lakes, the Police Department and/or Fire Department have the right to cancel an event due to inclement weather or any safety risk.

All parks and public spaces must be left the way they were originally found. A check is required to be placed on file with the Clerk's Office should the park or public space incur any damage or has not been cleaned up. Any charges will be communicated to the applicant prior to processing.

LIABILITY INSURANCE REQUIREMENT

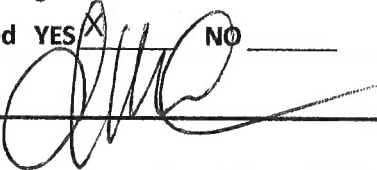
The applicant or special event sponsoring shall supply the Village with a certificate of insurance demonstrating the required level of insurance coverage in addition to providing the Village with a copy of the insurance policy endorsement language demonstrating that the Village, its officers, agents, employees and contractors are named and endorsed as an additional insured party. Certificate must show Comprehensive General Liability Insurance with coverage for contractual liability with limits no less than \$1,000,000 each occurrence for comprehensive general liability insurance and, \$2,000,000 aggregate limits for bodily injury and property damage, unless otherwise specified by the Village. The Village Board may require a higher limit depending upon the details of the special event, which may include:

- (1) A special event that includes alcohol, or,
- (2) A special event that is anticipated to have attendance greater than 100 people per day, or,
- (3) A multi-day special event.

Proof of this insurance is required to be turned into the Village no less than ten (10) days prior to the start of the special event. If any modifications occur to the insurance terms, the applicant must also notify the Village immediately. Any change to coverage requires Village approval. Also, if coverage is canceled or no longer meets the Village's requirements, the special event permit will be rescinded. The applicant shall also agree to hold the Village, its officers, employees, agents, and contractors harmless against all claims, liability, loss, damage, or expense (including but not limited to actual attorney's fees) incurred by the Village for any damage or injury to a person or property caused by or resulting directly or indirectly from the activities for which the special event permit is granted.

Upon approval, the permit issued by the VILLAGE OF TWIN LAKES authorizes the applicant to conduct the event described in the application and the applicant hereby agrees to comply with all applicable laws, rules and regulations, including any restrictions or conditions imposed by the Village, affecting the holding of an event. The applicant acknowledges and understands that the VILLAGE OF TWIN LAKES reserves the right to cancel any permit for non-compliance by the applicant with the restrictions or conditions imposed by the Village in approving the application or for violating any laws, rules or regulations.

Acknowledged and Agreed YES NO

Applicant Signature  Date 28 Feb 25

VILLAGE OF TWIN LAKES STAFF USE ONLY

Date Filed with Clerk 2/28/2025 Amount Paid & Receipt # _____

- Checklist Map of Event or Site Plans Insurance
- Temporary Class "B"/"Class B" Retailer's License Application, if necessary

Police Chief Signature _____ Date _____

Approved Denied Notes _____

DPW Signature _____ Date _____

Approved Denied Notes _____

Fire Chief Signature _____ Date _____

Approved Denied Notes _____

COW Meeting Date _____ Board Meeting Date _____ Permit Number P2025-0035



VILLAGE OF TWIN LAKES EVENT PERMIT APPLICATION

Please fill in all sections completely. Incomplete applications will be rejected. Applications must be submitted AT LEAST 8 WEEKS prior to the proposed event date for approval.

Section I- APPLICANT INFORMATION

Name of Applicant American Legion Auxillary - Twin Lakes

Name of Event Organizer/Producer Christine Martin

Production Company/Organization _____ FEIN # _____

Street Address 989 Legion Dr.

City Twin Lakes State Wi Zip code 53181

E-mail Address _____

Daytime Phone _____ Cell Phone _____

For-Profit or Non-Profit Organization 501(c) _____ EIN # (Tax Exempt Number) _____

*All non-profits must present a copy of their current Tax ID - EIN#

Section II- EVENT INFORMATION- Check the proper category

All applications are required to submit a detailed Site Plan/Map. Site Plan/Maps must include location, any street closures, barricades, parade routes, stages, alcohol sale location, tents, etc.

Title of Event Craft + Vendor Fair

Date(s) of Event May 3, 2025

Location(s) of Event America Legion Post + Legion Park Area

Start Time for Event 8:00 (a.m./p.m.) End Time for Event 2:00 a.m./p.m.

Event Chair/Contact Person Christine Martin Phone _____

Day of Event Contact Name Christine Martin Phone _____

Is the event open to the public? Yes No

Will you charge an admission fee? Yes No

Estimated Attendance Number 150

Description of Event
Craft + vendor fair featuring approximately 30 vendors

PERMIT REQUESTED

Parade Permit - No Charge

Block Parties: Small event limited to one street with 4 barricades in a neighborhood. Public Works will provide barricades the business day prior to your event and pick them up on the first business day following the event. It is your responsibility to set up and take down the barricades before and after your event. Main streets that are thoroughfares may not be approved due to safety issues. Residential block parties are not to last more than 6 hours between 9:00 am and 10:00 pm. Sale of alcohol is PROHIBITED at a private block party in a residential area. All consumption must be within the designated area and within the barricades. Public drinking citations will be issued outside of designated area. As a courtesy, please discuss plans with your neighbors prior to the event.

Park Reservation: All users of the parks must check in at the Police Department in person or by phone (262-877-9056) on the day of the scheduled event prior to and after use of the facility to insure refund of security deposit. A key is available at the Police Department for entry to the Scout House and for use of electric at Millennium Park. The key must be returned to the Police Department immediately after the event. Prior to leaving, the electric and/or doors need to be locked and all garbage disposed of in outside cans or totes.

Select Park: Lance Park and Amphitheater Scout House Central Park
 West Side Park Millennium Park Pavilion Legion Park

Describe Restroom facilities available to all participants _____

Will you be setting up a tent? Yes No *A Fire Inspection is required per NFPA Code 25.2*
If yes, list the location, size, Rental Company, and proof of completion of locates.

Will there be any animals? Yes No
If yes, what type and how many _____

Will there be live performances, loud speakers or a DJ? Yes No
If yes, what type and hours _____

Description of plan for handling refuse collection and after-event clean-up
will use our American Legion dumpster

Description of plan for providing event security (if applicable)
N/A

Will there be fireworks or pyrotechnics at your event? Yes No
If yes, please attach a fireworks display permit or application.

Will your event include the sale of beer and/or wine? Yes No
If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application or provide Proof of Operator's License. Sale of Alcohol is prohibited for residential block parties.

Will you or any other vendors be selling food or merchandise? Yes No
If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.
NOT AVAILABLE AT THIS TIME - POSSIBLY SOME VENDORS

Do you intend to use the available picnic tables and benches in the location? Yes No

Section III- STREET USE

Check if this section does not apply

Description of portion(s) of road(s) to be used

Road closures must include rental of barricades; must be coordinated with the Village of Twin Lakes Department of Public Works

Will any parking stalls be used or blocked during the event? Yes No

Dates of Use _____

Total Number of Parking Stalls Requested and Location _____

Description of Signage to be used during event _____

Anticipated Services

Please indicate below any additional services you are requesting for your event. Estimated Fees or Deposits for these services may be required prior to issuance of permit(s)

- Electricity**; Explain _____
- Traffic Control**; Explain _____
- Police Services**; Explain _____
- Fire/EMS Services**; Explain _____
- Other**; Explain _____

Scout House, Lance, Central, West Side Park Reservation Fee	# of Parks	# of Days	Applicable Fee
Security Deposit	\$100.00 x _____		= _____
Non-Profit or Resident	\$75.00 x _____	x _____	= _____
Non-Resident	\$150.00 x _____	x _____	= _____
Millennium Park Reservation Fee		# of Days	
Security Deposit	\$100.00		= _____
Non-Profit or Resident	\$50.00	x _____	= _____
Non-Resident	\$100.00	x _____	= _____
Block Party/Street Closure			
Security Deposit	\$100.00		= _____
		TOTAL	= _____

Note: The Village of Twin Lakes, the Police Department and/or Fire Department have the right to cancel an event due to inclement weather or any safety risk.

All parks and public spaces must be left the way they were originally found. A check is required to be placed on file with the Clerk's Office should the park or public space incur any damage or has not been cleaned up. Any charges will be communicated to the applicant prior to processing.

LIABILITY INSURANCE REQUIREMENT

The applicant or special event sponsoring shall supply the Village with a certificate of insurance demonstrating the required level of insurance coverage in addition to providing the Village with a copy of the insurance policy endorsement language demonstrating that the Village, its officers, agents, employees and contractors are named and endorsed as an additional insured party. Certificate must show Comprehensive General Liability Insurance with coverage for contractual liability with limits no less than \$1,000,000 each occurrence for comprehensive general liability insurance and, \$2,000,000 aggregate limits for bodily injury and property damage, unless otherwise specified by the Village. The Village Board may require a higher limit depending upon the details of the special event, which may include:

- (1) A special event that includes alcohol, or,
- (2) A special event that is anticipated to have attendance greater than 100 people per day, or,
- (3) A multi-day special event.

Proof of this insurance is required to be turned into the Village no less than ten (10) days prior to the start of the special event. If any modifications occur to the insurance terms, the applicant must also notify the Village immediately. Any change to coverage requires Village approval. Also, if coverage is canceled or no longer meets the Village's requirements, the special event permit will be rescinded. The applicant shall also agree to hold the Village, its officers, employees, agents, and contractors harmless against all claims, liability, loss, damage, or expense (including but not limited to actual attorney's fees) incurred by the Village for any damage or injury to a person or property caused by or resulting directly or indirectly from the activities for which the special event permit is granted.

Upon approval, the permit issued by the VILLAGE OF TWIN LAKES authorizes the applicant to conduct the event described in the application and the applicant hereby agrees to comply with all applicable laws, rules and regulations, including any restrictions or conditions imposed by the Village, affecting the holding of an event. The applicant acknowledges and understands that the VILLAGE OF TWIN LAKES reserves the right to cancel any permit for non-compliance by the applicant with the restrictions or conditions imposed by the Village in approving the application or for violating any laws, rules or regulations.

Acknowledged and Agreed YES NO

Applicant Signature *[Signature]* Date 3-13-2025

VILLAGE OF TWIN LAKES STAFF USE ONLY

Date Filed with Clerk 3/13/2025 Amount Paid & Receipt # _____

Checklist Map of Event or Site Plans Insurance

Temporary Class "B"/"Class B" Retailer's License Application, if necessary

Police Chief Signature _____ Date _____

Approved Denied Notes _____

DPW Signature _____ Date _____

Approved Denied Notes _____

Fire Chief Signature _____ Date _____

Approved Denied Notes _____

COW Meeting Date _____ Board Meeting Date _____ Permit Number _____

LEGION PARK

vendors / parking

vendors / parking

MAXIMUM DAILY BOAT LAUNCHING FEES INLAND WATER FACILITIES

- A. Base Fee = **\$13.00**
- B. Surcharge for facility with restroom or attendant = $\$13.00 \times 0.20 = \2.60
- C. Surcharge for facility with restroom and attendant = $\$13.00 \times 0.40 = \5.20
- D. Surcharge for boat length of at least 20 ft but less than 26 ft = .30; $\$13.00 \times 0.30 = \3.90
- E. Surcharge for boat length of 26 ft or greater = .60; $\$13.00 \times .60 = \7.80

Non-motorized or non-trailerred watercraft (Resident and Non-resident boaters):

Base Fee	\$13.00
Base Fee plus tax*	\$13.75 (A + \$0.72 (tax on \$13.00) = \$13.72, rounded to nearest \$0.25)

Motorized Boats under 20 feet in length (the following fees cover both Resident and Non-resident boaters. Fees for non-residents may not exceed 150% of the fee charged a resident, and non-resident fees may not exceed the maximum allowable amounts for boats under 20 feet):

Base Fee	\$13.00
Base Fee plus tax*	\$13.75 (A + \$0.72 (tax on \$13.00) = \$13.72, rounded to nearest \$0.25)
Facility w/restroom or attendant	\$15.50 (A + B = \$15.60, rounded to nearest \$0.25)
Facility w/restroom or attendant plus tax*	\$16.25 (\$15.50 + \$0.85 (tax on \$15.50) = \$16.35, rounded to nearest \$0.25)
Facility w/restroom and attendant	\$18.25 (A + C = \$18.20, rounded to nearest \$0.25)
Facility w/restrooms and attendant, plus tax*	\$19.25 (\$18.20 + \$1.00 (tax on \$18.25, rounded to nearest \$0.25)

Motorized boats 20 feet in length or more but less than 26 feet (the following fees cover Resident boaters only; non-residents can be charged a differential fee of 150% for this category of boats):

Base Fee plus length surcharge	\$17.00 (A + D = \$16.90, rounded to nearest \$0.25); Non-resident = \$25.50
Base Fee plus length surcharge plus tax*	\$18.00 (\$17.00 + \$0.94 (tax on \$17.00) = \$17.94, rounded to nearest \$0.25); Non-resident = \$27.00
Facility w/restroom or attendant	\$19.50 (A + D + B = \$19.50); Non-resident = \$29.25
Facility w/restroom or attendant plus tax*	\$20.50 (\$19.50 + \$1.07 (tax on \$19.50) = \$20.57, rounded to nearest \$0.25); Non-resident = \$30.75
Facility w/restroom and attendant	\$22.00 (A + D + C = \$22.10), rounded to nearest \$0.25); Non-resident = \$33.00
Facility w/restrooms and attendant, plus tax*	\$23.25 (\$22.00 + \$1.21 (tax on \$22.00) = \$23.21, rounded to nearest \$0.25); Non-resident = \$35.00

Motorized boats 26 feet in length or greater (the following fees cover Resident boaters only; non-residents can be charged a differential fee of 150% for this category of boats)

Base Fee plus length surcharge	\$20.75 (A + E = \$20.80); Non-resident = \$31.25
Base Fee plus length surcharge plus tax*	\$22.00 (\$20.75 + \$1.14 (tax on \$20.75) = \$21.89, rounded to nearest \$0.25); Non-resident = \$33.00
Facility w/restroom or attendant	\$23.50 (A + E + B = \$23.40, rounded to nearest \$0.25); Non-resident = \$35.25
Facility w/restroom or attendant plus tax*	\$24.75 (\$23.50 + \$1.29 (tax on \$23.50) = \$24.79, rounded to nearest \$0.25); Non-resident = \$37.25
Facility w/restroom and attendant	\$26.00 (A + E + C = \$26.00); Non-resident = \$39.00
Facility w/restrooms and attendant, plus tax*	\$27.50 (\$26.00 + \$1.43 (tax on \$26.00) = \$27.43, rounded to nearest \$0.25); Non-resident = \$41.25

Notes about launch fees:

- The governance of launch fees is covered under section NR 1.91(11), Wisconsin Administrative Code.
- All fees listed above use the \$13.00 maximum Base Fee, which is based on the \$13.00 Daily State Park Entrance Fee for residents. You may set a lower Base Fee based upon local needs. Section NR 1.91(11)(e), Wis. Adm. Code, requires that before a local unit of government adopts a launch fee exceeding \$13.00, it must submit the fee schedule to the Department for approval and include information demonstrating: (a) that it maintains facilities or services that justify charges exceeding \$13.00; and (b) that season passes are available.
- Fees collected by the operating authority shall be used only for the operation and maintenance of boat launching facilities.
- Parking is included with launch fees. Segregated fees for parking are not allowed.
- If a launch fee is charged, a season pass at a fee not to exceed 10 times the daily fee shall be provided for both residents and non-residents.
- In no case shall the fee charged a non-resident exceed 150% of the fee charged a resident.

*Tax rate used = 5.5%. An operating authority may incorporate the state sales tax into the Base Fee for ease of collection, but must pay the sales taxes collected to the Wisconsin Department of Revenue.

VILLAGE OF TWIN LAKES

ORDINANCE NO. 2025-3-1

An Ordinance Amending Section 3.06.010 Of The Twin Lakes Code Of Ordinances Pertaining To Fees, Charges, And Deposits

The President and the Trustees of the VILLAGE OF TWIN LAKES, Kenosha County, Wisconsin, do herewith ordain as follows, to wit:

SECTION I

Section 3.06.010 of the Twin Lakes Code of Ordinances pertaining to Fees, Charges, and Deposits is hereby amended to read as follows:

3.06.010 Fees, Charges And Deposits.

G. Boating and Water Related Fees:

1. Buoy, Raft, Pier Permits.

New -- ~~fifteen dollars (\$15.00)~~ **(\$80-3 year permit)** (includes new property owners) (payable with application, nonrefundable).

~~Renewals — ten dollars (\$10.00) (payable with application, nonrefundable).~~

2. Launch Fees

Daily boat launch fees	-\$8.00 \$10.00
Annual launch pass (non-resident)	\$75.00 \$120
Annual launch pass (resident senior)	\$20.00 \$60
Annual launch pass (resident)	-\$50.00 \$80
Annual launch pass (non-resident senior)	-\$30.00 \$90
Multiple launch pass-additional stickers	\$10.00 \$20 each additional watercraft registered to same owner
Commercial (resident)	-\$50.00 \$200
Commercial (non-resident)	\$75.00 \$300

SECTION II

All Ordinance or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION III

This Ordinance shall take effect immediately upon passage and publication as provided by law, and the Village Clerk shall so amend the Village of Twin Lakes Code of Ordinances, and shall indicate the date and number of this creating Ordinance therein.

Dated this 17th day of March, 2025.

ATTEST:

VILLAGE OF TWIN LAKES

Sabrina Waswo, Village Clerk

Howard K. Skinner, Village President

Members Voting:

___ Aye ___ Nay ___ Absent ___ Abstained

10.)B.) 1.



1607 Hwy 72 SE, Gravette, AR 72736
479-787-6222 * 877-529-5300

QUOTATION

Quote Number: 38661
Quote Date: Mar 12, 2025
Page: 1

Quoted To:
PUBLIC WORKS PEND TWIN LAKES, WI 53181 262-749-4714

PURCHASE ORDER NUMBER

Customer ID	Good Thru	Payment Terms	Sales Rep
GRAVETTE CASH SALES	4/11/25	PRE-PAY	

Quantity	Item	Description	Unit Price	Amount
1.00	FREIGHT	ESTES		
8.00	EF4416	4x4x16 Eagle Float 64 lbs	168.0000	1,344.000
8.00	EF4616	4x6x16 Eagle Float 96 lbs	237.0000	1,896.000
1.00	STEX	OUT-OF-STATE SALE, EXEMPT FROM SALES TAX		
1.00	INSTOCK	INSTOCK - THIS ITEM IS IN STOCK*2 DAYS FROM PO DATE		

\$900.⁰⁰ - 2x8-10 Treated
\$600.⁰⁰ - 800⁰⁰ - Screws (stainless steel)
Approx \$2000.⁰⁰ - Pier fabrication

Approx 3700.⁰⁰

We also accept payment through ACH, Visa, Mastercard, Discover and Amex

Subtotal	3,240.00
Sales Tax	
Freight	1,023.00
TOTAL	4,263.00

We collect and remit Sales taxes for AR, MO and OK.
We request that all other states make Direct Payment of any applicable Sales taxes.

3700.⁰⁰
\$ 7963.00

Laura Jager

From: Public Works
Sent: Wednesday, March 12, 2025 2:36 PM
To: Laura Jager
Subject: Fishing pier repairs
Attachments: Scan_0001.pdf

Laura,

Here is a real close estimation for the repairs of the fishing pier, just a recap for you, there are 10 of the 16 floats that have holes or breaks in them and to replace them we have to pull all the deck boards off, and the deck boards are in need of replacing, and the pier is 15 years old, if we are going to do all of that we should be replacing the remaining 6 floats while it's all apart, and the fabrication is currently being done because off the broken framework, Kevin has been down and saw what we are looking at but he did not see the floats that were needing replacement, the section of this pier that comes from the shore to this section is probably going to need the deck replaced also but maybe we can do that section next year and do float inspection on that section as well, as of right now that sections floats all seem ok.

Al

Village of Twin Lakes MS4 Program Plan

Originally Published: March 2021
Revision Date: March 2025

1.0 INTRODUCTION

As an operator of a municipal separate storm sewer system (MS4), the Village is required to meet certain regulatory requirements with the aim of preventing polluted stormwater runoff from entering local streams, rivers, and lakes. An MS4 is a conveyance or system of storm drains, pipes, ditches, etc., designed to collect or convey stormwater. Requirements are listed in WPDES General Permit No. WI-S050075-3 (“MS4 Permit”), dated May 1, 2019. The goal of the municipal stormwater discharge program is to reduce adverse impacts to water quality in our lakes and streams from urban sources of stormwater runoff.

1.1 Plan Purpose

The purpose of this plan is to meet the following requirement, listed in Section 2 of the Village’s MS4 Permit: “The permittee shall have a written stormwater management program that describes in detail how the permittee intends to comply with the permit’s requirements for each minimum control measure.”

1.2 Plan Organization

This plan has been organized to show compliance with each minimum control measure. The following sections are included in this plan:

- ▶ Section 2.0: Introduction
- ▶ Section 3.0: Public Education and Outreach
- ▶ Section 4.0: Public Involvement and Participation
- ▶ Section 5.0: Illicit Discharge Detection and Elimination
- ▶ Section 6.0: Construction Site Pollutant Control
- ▶ Section 7.0: Post Construction Stormwater Management
- ▶ Section 8.0: Pollution Prevention

2.0 PUBLIC EDUCATION AND OUTREACH

The Village of Twin Lakes is required to maintain a public education and outreach program to increase the awareness of storm water pollution impacts on waters of the state and to encourage changes in public behavior to reduce such impacts.

The Village shall address the eight topics listed below at least once during the permit term, with a minimum of six topics being addressed each year:

1. Illicit Discharge Detection and Elimination
2. Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing
3. Yard Waste Management/Pesticide and Fertilizer Application
4. Stream and Shoreline Management
5. Residential Infiltration
6. Construction Sites and Post-Construction Storm Water Management
7. Pollution Prevention
8. Green Infrastructure/Low Impact Development

The Village shall provide at least four public education delivery mechanisms each year (see **Section 2.1.2 of the MS4 Permit** for a list of delivery mechanisms).

3.0 PUBLIC INVOLVEMENT AND PARTICIPATION

The purpose of the public involvement and participation program is to notify the public of activities required by this permit and to encourage input and participation from the public regarding these activities.

The Village is required to provide a minimum of one opportunity annually for the public to provide input on each of the following permit activities: annual report, storm water management program, and if applicable, adoption or amendment of storm water related ordinances. The Village provides the annual report to the Village Board. The annual report is also available for the public to view at the following location online:

<http://www.villageoftwinlakes.net/wp-content/uploads/2012/11/2016-MS4.pdf>

The Village meets the requirements of **Section 2.2.3** by providing at least one public involvement and participation program a year, which can include events such as storm drain stenciling, waterway cleanups, and public workshops.

4.0 ILLICIT DISCHARGE DETECTION AND ELIMINATION

As discussed in **Section 2.3.1**, the Village is required to have an illicit discharge ordinance. The Village's illicit discharge ordinance can be found in Chapter 8, Section 70 Illicit Discharge and Connection.

Section 2.3.2 requires the Village to perform illicit discharge detection and elimination (IDDE) field screening. During the permit term, the Village plans to inspect all major outfalls annually and all minor outfalls at least once during the permit term. If there is any suspected illicit activity, field screening will be located downstream of the suspected activity. Given the total number of outfalls the Village is responsible for screening, it is possible for the Village to screen all outfalls at least once during the permit term and more likely multiple times during the permit term. The Village plans to annually inspect all outfalls. Field screening will be conducted according to the guidelines put forth in WDNR's Illicit Discharge Detection and Elimination guidance, which is attached to this document following this section. The Village will be prepared to take samples in accordance with those guidelines.

Section 2.3.3 requires the Village to have written procedures for responding to known or suspected illicit discharges. Some response to this requirement is detailed in the Village's illicit discharge ordinance. In the event that an illicit discharge or suspected illicit discharge becomes known to the Village, the Village shall investigate the event as soon as possible. The Village's procedures for IDDE field screening and responding and reporting are located in Chapter 8, Section 70 of the Village's Code of Ordinances. The Village's Code of Ordinance can be accessed online at the location below:

<http://www.villageoftwinlakes.net/documents/village-code/>

Section 2.3.6 requires the Village to provide the name, title and phone number of the individual(s) responsible for responding to reports of illicit discharges and spills. The Village contact is Stan Claus Jr, Public Works Foreman, 262-877-2599.



WISCONSIN DEPARTMENT OF NATURAL RESOURCES NOTICE OF FINAL GUIDANCE & CERTIFICATION

Pursuant to ch. 227, Wis. Stats., the Wisconsin Department of Natural Resources has finalized and hereby certifies the following guidance document.

DOCUMENT ID

WT-19-0027-C EGAD: 3800-2012-01

DOCUMENT TITLE

Illicit Discharge Detection and Elimination

PROGRAM/BUREAU

Storm Water Program/Watershed Management Bureau

STATUTORY AUTHORITY OR LEGAL CITATION

Section NR 216.07(3), Wisconsin Administrative Code

DATE SENT TO LEGISLATIVE REFERENCE BUREAU (FOR PUBLIC COMMENTS)

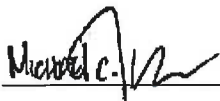
09/02/2019

DATE FINALIZED

10/07/2019

DNR CERTIFICATION

I have reviewed this guidance document or proposed guidance document and I certify that it complies with sections 227.10 and 227.11 of the Wisconsin Statutes. I further certify that the guidance document or proposed guidance document contains no standard, requirement, or threshold that is not explicitly required or explicitly permitted by a statute or a rule that has been lawfully promulgated. I further certify that the guidance document or proposed guidance document contains no standard, requirement, or threshold that is more restrictive than a standard, requirement, or threshold contained in the Wisconsin Statutes.


Signature

09/30/2019

Date



BUREAU OF WATERSHED MANAGEMENT PROGRAM GUIDANCE

Storm Water Management Program

Wisconsin Department of Natural Resources
101 S. Webster Street, P.O. Box 7921
Madison, WI 53707-7921

Illicit Discharge Detection and Elimination


March 2012

3800-2012-01

This document is intended solely as guidance and does not contain any mandatory requirements except where requirements found in statute or administrative rule are referenced. Any regulatory decisions made by the Department of Natural Resources in any matter addressed by this guidance will be made by applying the governing statutes and administrative rules to the relevant facts.

DATE: March 15, 2012

TO: SW Program Staff

FROM: Pam Biersach – Bureau Director
Bureau of Watershed Management 

SUBJECT: Program Guidance #3800-2012-01

Illicit Discharge Detection and Elimination

March 2012
3800-2012-01

This document is intended solely as guidance, and does not contain any mandatory requirements except where requirements found in statute or administrative rule are referenced. This guidance does not establish or affect legal rights or obligations, and is not finally determinative of any of the issues addressed. This guidance does not create any rights enforceable by any party in litigation with the State of Wisconsin or the Department of Natural Resources. Any regulatory decisions made by the Department of Natural Resources in any matter addressed by this guidance will be made by applying the governing statutes and administrative rules to the relevant facts.

A. Statement of Problem Being Addressed

Limited information is available to assist municipalities with the development of an effective program to determine the presence of illicit discharges from storm sewer system outfalls.

B. Background

State and federal storm water discharge regulations require permitted municipal separate storm sewer systems (MS4s) to develop, implement and enforce a program to detect and remove illicit connections and discharges to the MS4. In Wisconsin, this requirement is established in s. NR 216.07(3), Wis. Adm. Code. The program must include routine dry weather field screening at storm sewer system outfalls and procedures for locating the source of known or suspected illicit discharges. If flow is observed, a combination of sensory observations and indicator parameter sampling must be used to determine the presence of illicit discharges and assist in the tracking, location and elimination of sources.

C. Discussion

Section NR 216.07(3)(i), Wis. Adm. Code, requires that field screening is conducted at all major outfalls and any additional outfalls designated by the municipality or Department. Field screening must include the following when flow is observed:

- Narrative descriptions of color, odor, turbidity, oil sheen, surface scum, flow rate and other relevant observations.
- Sampling for pH, total chlorine, total copper, total phenol and detergents unless Department

approval has been obtained for alternative parameters such as ammonia, potassium or bacteria.

The combination of sensory and indicator parameters is intended to provide insight regarding the presence and potential sources of illicit discharges. However, ch. NR 216, Wis. Adm. Code does not identify specific discharge limits, action levels or other criteria that should be used to determine if an illicit discharge is either present or absent. In addition, ch. NR 216, Wis. Adm. Code does not address the following:

- Selection of outfalls for on-going field screening after the initial major outfall field screening has been completed.
- Frequency and timing of outfall field screening activities.
- Outfalls with baseflow consisting of groundwater and other non-illicit discharges.
- Submerged, enclosed, or otherwise inaccessible outfalls.
- Outfalls from pumped storm water systems.
- Outfalls from swale conveyance systems and storm water treatment practices.
- Proper documentation and evaluation of outfall field screening activities.

The purpose of this guidance document is to provide supplemental information that can be used by MS4 owners and operators to maximize the efficiency and effectiveness of illicit discharge detection and elimination programs.

D. Guidance

Outfall Selection

Currently, MS4 permits include a requirement that field screening is initially conducted at all major outfalls¹. However, a more targeted approach to illicit discharge detection and elimination (IDDE) is recommended. Outfalls should be prioritized based on illicit discharge potential in the contributing drainage area rather than solely on pipe or drainage area size. Outfalls selected for on-going field screening based on illicit discharge potential are considered “priority outfalls”. Contributing drainage area characteristics or land uses that should be considered when selecting priority outfalls include:

- History of known or suspected illicit discharges reported within the last five years
- Sections of storm sewer and/or sanitary sewer infrastructure that have exceeded or are approaching their design/useful life.
- Contributing drainage areas with 80 or more percent imperviousness.

¹ “Major outfall” means a municipal separate storm sewer system outfall that meets one of the following criteria:

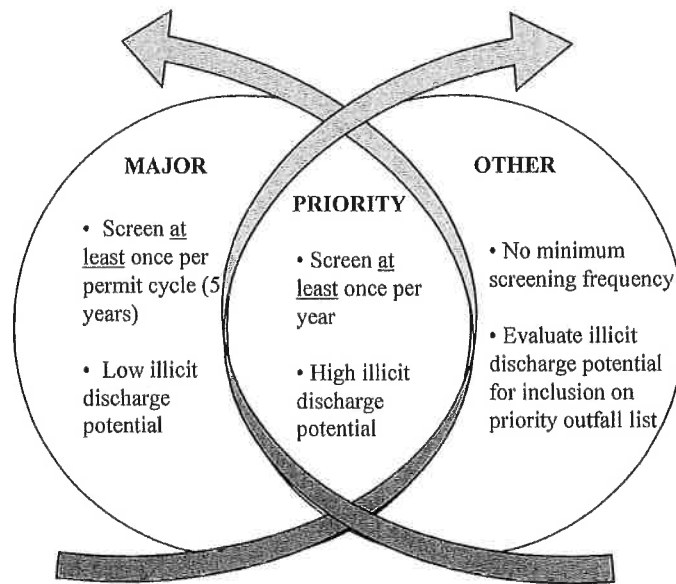
- (a) A single pipe with an inside diameter of 36 inches or more, or from an equivalent conveyance which is associated with a drainage area of more than 50 acres.
- (b) A single pipe with an inside diameter of 12 inches or more, or from an equivalent conveyance which receives storm water runoff from lands zoned for industrial activity with 2 or more acres of industrial activity.

- Business or industrial parks with frequent changes in property ownership or operations.
- Schools or other institutional facilities.
- Commercial or industrial operations that generate wastewater or wash water including food processing, metal plating or machining shops, auto and scrap recyclers, commercial car washes and chemical manufactures or users.

Frequency

The recommended approach to outfall field screening frequency is depicted in Figure 1. All priority outfalls should be screened at least once per year. In some cases, it may be appropriate to conduct more than one field screening per year at a particular priority outfall depending on initial screening results or illicit discharge potential. All other major outfalls not identified as priority outfalls should be screened at least once during each MS4 permit cycle (i.e., 5 years). The priority outfall list should be reviewed and modified if necessary during an annual program evaluation.

Figure 1 - Outfall Field Screening Frequency



Timing

Outfall field screening must be conducted during dry weather periods to minimize potential interference from non-illicit sources including runoff and groundwater. In general, field screening should not be conducted within 48 hours after a precipitation event that produces runoff. However, it may be necessary to wait longer than 48 hours after precipitation events depending on contributing drainage area characteristics, the presence of extended discharges from stormwater facilities or the size of the event. Field screening during periods of high groundwater, such as the early spring, should be avoided. However, spring or fall screening may be necessary if outfall access is significantly obstructed by vegetation.

Sensory Parameters

Obvious illicit discharges can potentially be identified by color, odor or other physical characteristics such as sheen or foam. However, proper interpretation of sensory observations can be complicated by the fact that some sources are naturally occurring (e.g., iron bacteria) or non-illicit (e.g., dye testing).

Chapter 11 of the Center for Watershed Protection's guidance manual for illicit discharge detection and elimination includes photos of common physical indicators for illicit and non-illicit sources. The entire manual can be downloaded from the USEPA website at http://www.epa.gov/npdes/pubs/idde_manualwithappendices.pdf

Indicator Parameters

Indicator parameter sampling is necessary to confirm sensory observations or distinguish illicit from non-illicit discharges. The following parameters are recommended for all observed discharges: **Ammonia, Detergents, pH and Total Chlorine**. Based on MS4 or outfall specific conditions, the following additional parameters should be considered:

- **Total Copper** in areas where industrial facilities that use or manufacture copper-based products are present.
- **Phenol** in areas where industrial facilities that utilize phenol in processes or products are present.
- **Potassium** when discharges of industrial wastewater or sanitary sewage are suspected.
- **Fluoride** when discharges with a drinking water supply component are suspected.
- **E. coli or Bacteriodes** when discharges of sanitary sewage are suspected.

The recommended parameters for all observed discharges are a deviation from the parameter lists identified in ch. NR 216, Wis. Adm Code and MS4 permits. Permitted MS4s should submit modified parameter list proposals to the Department for approval prior to implementation.

Test Methods

In order to provide relatively rapid results, indicator parameters should be analyzed using field test kits. However, field test kits should be used by staff with appropriate training and experience. Laboratory analysis is necessary for some parameters (e.g., E. coli, Bacteriodes) and recommended in cases where enforcement action may be necessary to eliminate illicit discharges or connections.

Action Levels

Recommended action levels for indicator parameters are found in Table 1. Sample results above these levels suggest the presence of an illicit discharge is likely. However, illicit discharges or connections should not be automatically ruled out in cases where parameters are detected below the recommended action levels. In some instances, illicit discharges can be masked by non-illicit sources depending on the time of the year, recent precipitation events, or other conditions, especially at outfalls with large

contributing drainage areas. With this in mind, the recommended action levels should be considered as starting points for decision making. Ultimately, identifying outliers to expected or past levels may be more important when determining if further investigation should be initiated. To determine when an outlier has been detected, each MS4 should maintain a database (or equivalent record) of indicator parameter test results for individual outfalls or groups of outfalls.

TABLE 1 – Indicator Parameters Action Levels

Parameter	Action Level	Illicit Sources	Non-Illicit Sources
Ammonia	0.1 mg/l	Sanitary sewage and industrial wastewater	Pets, wildlife and potentially WPDES permitted discharges
Detergents	0.5 mg/l	Industrial cleansers, commercial wash water and sanitary sewage	Residential car washing
pH	Less than 6 or greater than 9	Industrial wastewater and concrete truck wash-out	Groundwater and WPDES permitted discharges
Total Chlorine	Detection or positive test unless associated with a WPDES permitted discharge at background water supply levels	Industrial wastewater, swimming pools and sanitary sewage	WPDES permitted discharges
Total Copper	0.1 mg/l	Copper-based product use and manufacturing	WPDES permitted discharges
Phenol	Detection or positive test	Chemical, textile, paint, resin, tire, plastic, electronics and pharmaceutical manufacturing	None
Fluoride	Detection above background groundwater or water supply levels	Commercial and industrial wastewaters with a water supply component	Groundwater and WPDES permitted discharges
Potassium	10 mg/l	Sanitary sewage and industrial wastewater	Groundwater and WPDES permitted discharges
E. coli	10,000 MPN/100 mL	Sanitary sewage	Wildlife and pets
Human Bacteriodes	Detection or positive test	Sanitary sewage	None

Additional considerations for some of the indicator parameters are as follows:

- Field test methods for **detergents** are generally considered qualitative (i.e., positive or negative) tests. Some detergent test methods produce bubbles or a gel like substance that can be misinterpreted as a positive test for detergents. In addition, specific detergent test methods, such as the MBAS method, may not be capable of detecting all classes of detergents. Another potential

issue with detergent testing is distinguishing non-illicit discharges associated with residential car washing from illicit discharges.

- **Chlorine** residuals are typically short lived in the environment. Detection of chlorine at an outfall generally indicates a source that is relatively close to the outfall. However, chlorine detected at an outfall can be from an illicit or non-illicit source if chlorinated municipal drinking water supply is a component of the discharge (see "Non-Illicit Sources").
- Leaching of **copper** from plumbing systems can be a source of copper even in areas where copper-based product use or manufacturing does not occur.
- Municipal drinking water supply systems that add **fluoride** typically maintain levels between 1 and 1.5 mg/l.
- **E. coli** is a commonly used sanitary sewage indicator. However, dry weather flow outfall monitoring in Wisconsin and other states indicates that E. coli levels are highly variable and can be produced by naturally occurring, non-illicit sources in the environment such as raccoons in storm sewers. Elevated dry weather E. coli levels in conjunction with detection of other indicator parameters (e.g., detergents, total chlorine) may be more indicative of the presence of sanitary sewage.
- The ratio of human **Bacteriodes** to total Bacteriodes may be particularly useful in determining sanitary sewage sources. However, the availability of Bacteriodes testing may be limited.

Non-Illicit Sources

Indicator parameters can be detected from non-illicit sources such as groundwater inflows, non-contact cooling water discharges or other WPDES permitted discharges from commercial and industrial facilities:

- **Groundwater:** Flow rates associated with groundwater inflows can vary seasonally due to fluctuations in groundwater elevations. Groundwater inflows are typically highest in the early spring and lowest in the late summer. In some areas, groundwater inflows will also include natural levels of fluoride. Baseline conditions for outfalls with groundwater inflows can be established by documenting seasonal flow rates and/or fluoride levels over time. If baseline conditions have been established for an outfall, sampling for other indicator parameters can be avoided if flow rates and/or fluoride levels are consistent with the established baseline values.
- **Permitted Facilities:** In some areas, WPDES permitted industrial facilities are allowed to discharge wastewater to MS4s as long as discharge limits are met. These discharges can produce continuous or nearly continuous flows at outfalls. WPDES permitted discharges are considered non-illicit but can include one or more of the indicator parameters at detectable levels. In many cases, municipal drinking water supply is a component of WPDES permitted discharges and it may be difficult to distinguish non-illicit from illicit sources in these areas. However, establishing baseline flow rates and parameter levels for outfalls with WPDES permitted discharges is recommended. If necessary, the Department can assist in the identification and characterization of WPDES permitted discharge, including discharge limits.

The Department maintains a listing of current WPDES permit holders online:

- **WPDES Wastewater Permittees**
<http://dnr.wi.gov/org/water/wm/ww/permlists.htm>
- **WPDES Industrial Storm Water Permittees**
<http://dnr.wi.gov/runoff/stormwater/industrial/>

Submerged & Enclosed Outfalls

It may be difficult or impossible to conduct outfall field screening activities at outfalls that are fully or partially submerged by receiving waters or located within enclosed waterways. For these cases, field screening activities should be conducted at appropriate upstream manholes. On-site illicit connection inspections should be considered for any high risk facilities that can potentially discharge to the MS4 between the outfall and field screening manholes. Another option to consider is televising the storm sewer segments located between field screening manholes and the outfall.

Physically Interconnected Systems

One MS4 that discharges directly to a second MS4 is considered physically interconnected. The point of interconnection is considered an outfall from the upstream or discharging MS4. Although field screening activities should be conducted by the upstream MS4 at the point of interconnection, it may be appropriate for interconnected MS4s to coordinate and potentially consolidate field screening activities.

Pump Stations

For pumped storm water systems, field screening activities should be conducted at appropriate manholes located upstream from the pump station or intake. If the first upstream manhole from the pump station is submerged, the pump should be operated if possible to remove accumulated water from the storm sewer system prior to conducting field screening activities.

Swales Conveyance Systems

For swale conveyance systems, it may be appropriate to conduct a visual or "windshield" survey within the swale area in conjunction with or as an alternative to field screening at the outfall. Locations where piped systems discharge to swales should be targeted during windshield surveys.

Storm Water Practices

Wet detention basins and other storm water treatment practices can potentially mask the presence of illicit discharges from the storm sewer system. Field screening activities should be conducted at inlets to storm water treatment practices rather than from the outlet. However, the size and location of practices can be considered when determining if field screening at inlets is necessary.

Documentation and Program Evaluation

Written or electronic documentation of all outfall screening activities should be kept. At minimum, the documentation should identify the following items for each outfall:

- Outfall location & description
- Inspector name
- Date of inspection
- Date & amount of last rainfall
- Weather conditions
- Narrative description of all sensory observations and flow rate estimates
- Test results for all indicator parameter sampling
- Narrative description of potential or confirmed illicit discharge sources and actions taken to track and eliminate sources.
- Additional comments or observations

As suggested in the "Action Level" section, it is important to develop and maintain a field screening database (or equivalent) to track changes and establish trends over time. Each permitted MS4 should conduct an annual evaluation of the field screening data and priority outfall list. Program modifications should be made as needed based on the annual evaluation.

APPROVED:

Mary Anne Lowndes 3/19/2012
Section Chief Date

APPROVED:

Jan R. Lanzetta 3/19/2012
Staff Attorney Date

DISCUSSED OR APPROVED:

PMT Approved on 3/15/2012
 Date

This document is intended solely as guidance and does not contain any mandatory requirements except where requirements found in statute or administrative rule are referenced. Any regulatory decisions made by the Department of Natural Resources in any matter addressed by this guidance will be made by applying the governing statutes and administrative rules to the relevant facts.

5.0 CONSTRUCTION SITE POLLUTANT CONTROL

As discussed in **Section 2.4.1**, the Village is required to have a construction site ordinance. The Village's construction site ordinance can be found in Chapter 14, Section 22 Grading, Filling, and Stormwater Control. Erosion Control requirements are at least as stringent as the requirements listed in **Section 2.4.1** of the permit. According to **Section 2.4.1**, the Village should have written procedures for construction plan review, including the process for obtaining local approval, management and responsible to complaints, tracking regulated construction sites, and construction site plan receipt and consideration of information submitted by the public. According to **Section 2.4.2**, the Village should have written procedures for construction site plan review. This requirement is met in Chapter 14, Section 21 Erosion Control of the Village Code. The Village's Code of Ordinance can be accessed online at the location below:

<http://www.villageoftwinlakes.net/documents/village-code/>

Members of the public can submit complaints by calling the Village's Public Works Division main number (262-877-2599).

According to **Section 2.4.3** and **Section 2.4.4**, the Village should have written procedures for administration of the construction site pollutant control program, as well as written procedures for construction site inspection and enforcement. The Village's procedures meet the inspection frequency requirements listed in **Section 2.4.4.b** of the Permit. The inspection procedure can be found in Chapter 14 Section 21 Erosion Control. The Village's Code of Ordinances can be accessed online at the link below:

<http://www.villageoftwinlakes.net/documents/village-code/>

According to **Section 2.4.4.c**, compliance with the inspection requirements shall be determined by proper documentation and maintenance of records. As discussed in the Village's Code of Ordinances, citations and stop work orders may be used to obtain erosion control compliance, in accordance with **Section 2.4.4.d** of the MS4 Permit. A sample construction site erosion control inspection document is attached to the end of this section.

Notice: This form was developed in accordance with s. NR 216.48 Wis. Adm. Code for WPDES permittees' convenience; however, use of this specific form is voluntary. Multiple copies of this form may be made to compile the inspection report. Inspections of the construction site and implemented erosion and sediment control best management practices (BMPs) must be performed weekly and within 24 hours after a rainfall event 0.5 inches or greater.

Construction Site Name and Location (Project, Municipality, and County):		Site/Facility ID No. (FIN):
Onsite Contact/Contractor:		Onsite Phone/Cell:
Note: In accordance with s. NR 216.48 (4), Wis. Adm. Code, inspection reports, along with erosion control and storm water management plans, are required to be maintained on site and made available upon request. Repair or replace erosion and sediment control best management practices within 24 hours of an inspection or department notification that repair or replacement is needed. PLEASE PRINT LEGIBLY.		
Date of inspection:	Time of inspection: Start: _____ <input type="radio"/> am <input type="radio"/> pm End: _____ <input type="radio"/> am <input type="radio"/> pm	Type of inspection: <input type="radio"/> Weekly <input type="radio"/> Precipitation Event <input type="radio"/> Other (specify)
Weather/Site Conditions: <input type="radio"/> Dry <input type="radio"/> Frozen or snow covered <input type="radio"/> Variable <input type="radio"/> Frozen (Thaw predicted in next week) <input type="radio"/> Wet <input type="radio"/> Melting Snow/slush Temp. _____ °F Antecedent Soil Moisture Last Rainfall Depth: _____ inches Last Rainfall Date: _____		Describe current phase of construction: Scheduled Final Stabilization Date for Universal Soil Loss Equation (USLE) 1 : _____ Project on Schedule ² ? <input type="radio"/> Yes <input type="radio"/> No
Name(s) of individual(s) performing inspection:		Inspector Phone/Cell:

I certify that the information contained on this form is an accurate assessment of site conditions at the time of inspection:

Inspection Questions:	Yes	No (Identify Actions Required):	Location/Comments:	Actions Completed by Date & Initials
1. Is the erosion control plan accessible to operators?	<input type="checkbox"/>	<input type="checkbox"/> Provide onsite copy		
2. Is the permit certificate posted where visible?	<input type="checkbox"/>	<input type="checkbox"/> Post certificate		
3. Is the current phase of construction on sequence with the site-specific erosion and sediment control plan, including installation/stabilization of ponds and ditches?	<input type="checkbox"/>	<input type="checkbox"/> Add sediment control <input type="checkbox"/> Install missing ditch/pipe/pond <input type="checkbox"/> Stabilize bare soil		
4. Are all erosion and sediment control BMPs shown on plan properly installed and in functional condition?	<input type="checkbox"/>	<input type="checkbox"/> Repair <input type="checkbox"/> Modify <input type="checkbox"/> Install/Replace		
5. Is inlet protection properly installed and functioning in all inlets likely to receive runoff from the site?	<input type="checkbox"/>	<input type="checkbox"/> Clean <input type="checkbox"/> Replace <input type="checkbox"/> Install		
6. Is the air free of fugitive dust resulting from construction activity and bare soil exposure?	<input type="checkbox"/>	<input type="checkbox"/> Apply water <input type="checkbox"/> Apply dust control product		

¹ The Universal Soil Loss Equation (USLE) model and the Construction Site Soil Loss and Sediment Discharge Guidance are available at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

² If the project is not on schedule then the soil loss summary for the project should be reviewed and schedule, plan or practices modified accordingly.

Inspection Questions:	Yes	No (Identify Actions Required):	Location/Comments:	Actions Completed by Date & Initials
7. Is the public right of way curb line free of tracked soil and accumulation?	<input type="checkbox"/>	<input type="checkbox"/> Install tracking pad <input type="checkbox"/> Widen/lengthen pad <input type="checkbox"/> Amend stone/Add geotextile <input type="checkbox"/> Install wheel washing station <input type="checkbox"/> Close entrance/exit <input type="checkbox"/> Limit traffic across disturbed areas <input type="checkbox"/> Sweep road and curb line		
8. Are wetlands, lakes, streams, ditches, or storm sewers downstream of the site free of sedimentation and turbid water leaving the site? ³	<input type="checkbox"/>	<input type="checkbox"/> Repair/Replace erosion control <input type="checkbox"/> Add sediment controls <input type="checkbox"/> Modify operations <input type="checkbox"/> Contact DNR to verify extent of cleanup required		
9. Is dewatering and/or vehicle and equipment washing being done in a manner that prevents erosion and sediment discharge?	<input type="checkbox"/>	<input type="checkbox"/> Install treatment train <input type="checkbox"/> Install energy dissipation <input type="checkbox"/> Modify discharge location <input type="checkbox"/> Modify intake to reduce sediment		
10. Are soil stockpiles existing for more than 7 days covered and stabilized?	<input type="checkbox"/>	<input type="checkbox"/> Seed <input type="checkbox"/> Install mat/mulch/polymer <input type="checkbox"/> Cover with tarp/plastic sheeting		
11. Are downstream channels and other downhill areas protected from scour and erosion?	<input type="checkbox"/>	<input type="checkbox"/> Install energy dissipation at outfall <input type="checkbox"/> Install ditch checks <input type="checkbox"/> Install slope interruption <input type="checkbox"/> Install onsite detention		
12. Are good housekeeping practices or treatment controls in place to prevent the discharge of chemicals, cement, trash, and other materials into wetlands, waterways, storm sewers, ditches, or drainage-ways? ⁴	<input type="checkbox"/>	<input type="checkbox"/> Properly dispose of trash <input type="checkbox"/> Provide concrete washout station <input type="checkbox"/> Contact DNR to verify extent of cleanup required		
13. Is the plan reflective of current site operations and does it address all erosion and sediment control issues identified during the inspection?	<input type="checkbox"/>	<input type="checkbox"/> Revise sequence <input type="checkbox"/> Revise sediment control BMP <input type="checkbox"/> Revise erosion control BMP <input type="checkbox"/> Revise post-construction storm water BMP		
14. Are all areas where construction has temporarily ceased (and will not resume for more than 2 weeks) temporarily stabilized?	<input type="checkbox"/>	<input type="checkbox"/> Topsoil & seed <input type="checkbox"/> Install mat/mulch/polymer <input type="checkbox"/> Cover with tarp/plastic sheeting		
15. Are all areas at final grade permanently vegetated or stabilized with other treatments?	<input type="checkbox"/>	<input type="checkbox"/> Topsoil & seed <input type="checkbox"/> Install mat/mulch/polymer <input type="checkbox"/> Sod <input type="checkbox"/> Install stone base		
16. Have temporary sediment controls been removed in areas of the site that meet the permit definition of 'final stabilization'?	<input type="checkbox"/>	<input type="checkbox"/> Water to establish vegetation <input type="checkbox"/> Repair or reseed areas <input type="checkbox"/> Remove temporary practices		

³ If sediment discharge enters a wetland or waterbody, the permittee should consult with DNR staff to determine if sediment cleanup and/or additional control measures are required.

⁴ The permittee shall notify the DNR immediately via the spills hotline at (800)943-0003 of any release or spill of a hazardous substance to the environment in accordance with s. 292.11, Wis. Stats., and ch. NR 706, Wis. Adm. Code.

6.0 POST-CONSTRUCTION STORMWATER MANAGEMENT

According to **Section 2.5.1**, the Village is required to have an ordinance or other regulatory mechanism to regulate post-construction stormwater discharges from new and redevelopment.. The Village's stormwater management ordinance can be found in Chapter 14, Section 22 Grading, Filling and Stormwater Control. Stormwater management requirements are at least as stringent as the requirements listed in **Section 2.5.1**. The Village's Code of Ordinance can be accessed online at the location below:

<http://www.villageoftwinlakes.net/documents/village-code/>

According to **Section 2.5.2**, the Village is required to have written procedures for the administration of the post-construction stormwater management program, including a process for obtaining local approval and responding to complaints. The Village's procedures for the administration of this program is in the Villages Code of Ordinances Chapter 14, Section 22.

According to **Section 2.5.3**, the Village is required to have written procedures for post-construction site plan review. At the Village, these plans are reviewed as part of the Erosion Control Plan development and permitting process. This is described more fully in Section 5.0 of this plan.

According to **Section 2.5.4**, the Village is required to have written procedures to, at a minimum, track and enforce the long-term maintenance of stormwater management facilities implemented to meet applicable post-construction performance standards. This requirement is met via the Village's Code of Ordinances in Chapter 14, Section 22 Grading, Filling and Stormwater Control. These facilities are shown on the Village storm water map and additional records are maintained by the Department of Public Works.

The Village shall inspect all of these facilities a minimum of once per permit term. Inspection documentation shall be maintained by the Village Public Facilities Department. If necessary, documentation of follow-up enforcement is maintained in the same location.

7.0 POLLUTION PREVENTION

According to **Section 2.6.1**, the Village must update and maintain an inventory of municipally-owned or operated stormwater best management practices, such as wet ponds, bio retention devices, infiltration basins, etc. An inventory of Village-owned stormwater facilities can be found on the Twin Lakes Stormwater Map. The facility type and year constructed are noted, where available:

BMP Name	BMP NO.	BMP Type	Year Constructed	O&M Plan?	Record Drawing?
Esch Road Structure	1	SEDIMENTATION BASIN		Yes	Yes
CTH EM Structure 1	2	SEDIMENTATION BASIN	2024	Yes	Yes
CTH EM Structure 2	3	SEDIMENTATION BASIN	2024	Yes	Yes
CTH EM Structure 3	4	SEDIMENTATION BASIN	2024	Yes	Yes

According to **Section 2.6.2**, the Village shall develop and implement a maintenance plan with inspection procedures and schedule to maintain the pollutant removal operating efficiency of the practice in compliance with any water quality requirement under this permit. Documentation of inspections and maintenance activities shall be maintained. These records are maintained by the Department of Public Works.

According to **Section 2.6.3**, municipally-owned facilities (such as municipal storage yards) should have a Stormwater Pollution Prevention Plan (SWPPP). A hard copy of the SWPPP for the Public Works Facility can be found in the files of the Public Works Division.

Section 2.6.5 of the MS4 Permit contains requirements for collection services and storm sewer maintenance activities. The Village currently (2020) uses street sweeping to meet water quality requirements for this permit. According to **Section 2.6.5.a**, it is necessary to maintain documentation of the number and type of equipment used, SOP, an estimate of the number of lane-miles swept annually, and an estimate of the weight in tons of material collected annually. The information required in **Section 2.6.5.a** can be found in the Annual Report.

According to **Section 2.6.5.b**, if routine cleaning of catch basins with sumps is utilized to meet a water quality requirement, the Village shall maintain documentation of the number of catch basins cleaned, SOPs, and an estimate of the weight in tons of material collected annually. Catch basin cleaning along is completed throughout the village to meet

water quality requirements under the MS4 permit. Documentation of basin cleanings as well as an estimate of the weight removed is kept in the Public Works Division files.

According to **Section 2.6.5.c**, material collected from street sweeping and sump cleaning should be disposed of or beneficially reused in accordance with applicable solid waste and hazardous waste statuses and administrative codes. Non-stormwater discharges associated with dewatering and drying material are not authorized by the permit.

According to **Section 2.6.5.d(1)**, the Village should maintain a description of the leaf collection program, including type of pick-up methodology and equipment used. Currently, brush and yard waste collection is not offered by the Village. Residents are encouraged to drop off yard waste at the Public Works Facility. The schedule for yard waste drop off dates and times can be found on the Village website at the link below:

<http://www.villageoftwinlakes.net/>

According to **Section 2.6.5.d(3)**, the Village shall maintain documentation of municipally-operated leaf disposal locations. The Village's yard waste disposal location is located at the Village of Twin Lakes Public Works Facility (800 Burlington Avenue). Yard waste is composted on site and used on Village projects.

According to **Section 2.6.6**, no more salt or deicers may be applied than necessary to maintain public safety. Documentation on deicing activities shall be maintained including the following:

Contact Information for the individual(s) with overall responsibility for winter roadway maintenance.	Stan Clause Jr, Public Works Foreman publicworks@twinlakeswi.net (262) 877-2599
A description of the types of deicing products used.	Salt
Amount of deicing product used per month or per storm event.	Available in the Public Works Division's files.
A description of type of equipment used.	
An estimate of the number of lane-miles treated with deicing products, as well as an estimate of the total area of municipally-owned parking lots treated.	
A description of snow disposal locations.	Not applicable.

<p>A description of anti-icing, pre-wetting and bringing, equipment calibration, pavement temperature monitoring, and/or salt reduction strategies implemented or being considered.</p>	
---	--

In **Section 2.6.7**, fertilizer on municipally-controlled properties over 5 acres each may only be implemented in accordance with site-specific nutrient application schedule based on appropriate soil tests. The village does not currently (2020) add fertilizer to any parks or municipally owned properties meeting the above criteria.

According to **Section 2.6.8**, consideration of environmentally sensitive land development designs for municipal projects, including green infrastructure and low impact development, shall be designed, installed, and maintained to comply with a water quality requirement under the MS4 Permit.

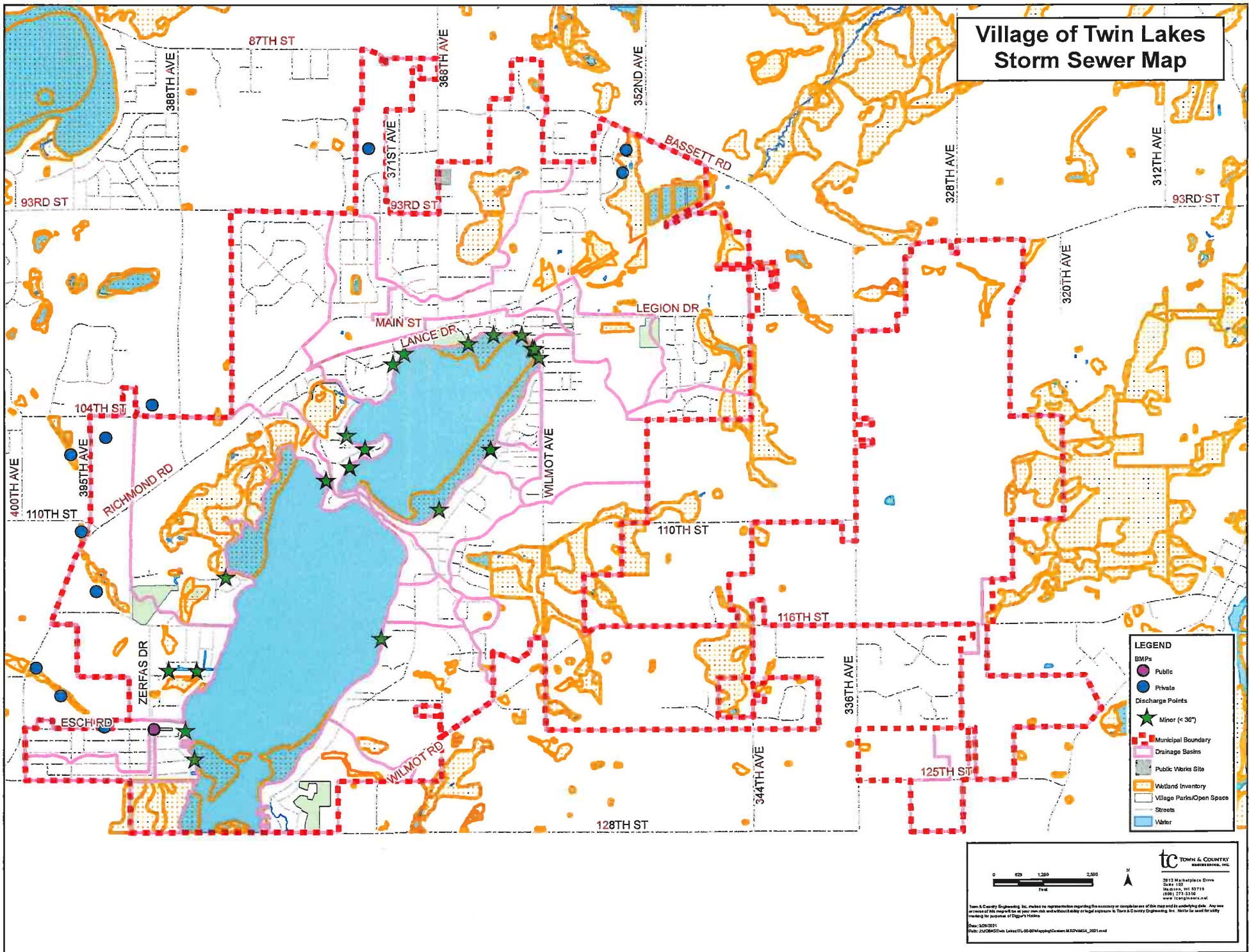
According to **Section 2.6.9**, the Village must hold one annual training event for appropriate municipal staff and other personnel involved in implementing each of the elements of the pollution prevention program under this section (Pollution Prevention). Documentation shall be maintained including the date, number of people attending the training, the names of each person and a summary of their responsibilities, and the content of the training. This documentation will be maintained in the Public Works Division Files.

As outlined in **Section 2.7** of the MS4 Permit, the Village should implement and maintain structural and non-structural BMPs to achieve a reduction of 20% or more of total suspended solids (TSS) carried from existing development to waters of the state. The most recent update of the Village model was completed in 2017. At that time the Village achieved a 42.1% reduction.

According to **Section 2.8**, the Village is required to maintain a map of the MS4. This information can be found in the "Twin Lakes Storm Sewer Map" in the Annual Report which can be found on the Village website below. This information should be updated annually and provided to the Wisconsin Department of Natural Resources by March 31 each year. As discussed in **Section 2.9**, the MS4 Annual Report is due to DNR by March 31 of the following year. The Village's current report can be found online at:

<http://www.villageoftwinlakes.net/residents/stormwater-info/>

Village of Twin Lakes Storm Sewer Map



LEGEND

- BMPs
 - Public (Blue Circle)
 - Private (Blue Square)
- Discharge Points
 - Minor (< 30") (Blue Star)
- Municipal Boundary (Red Dashed Line)
- Drainage Basins (Pink Shaded Area)
- Public Works Site (Green Hatched Area)
- Wetland Inventory (Green Hatched Area)
- Village Parks/Open Space (Yellow Dotted Area)
- Streets (Grey Line)
- Water (Blue Area)

0 625 1250 2500
Feet

tc TOWN & COUNTRY
ENGINEERING, INC.
2912 Mapleplace Drive
Suite 103
Hawthorne, NJ 07119
908 275 2330
www.tcengineers.com

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Rev: 05/20/2011
Proj: J:\050823\Twin Lakes\TLE-0508\MapInfo\Curves\0520VMS1_2011.mxd

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is deleted.

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Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? Annual Report Other

Project Name: 2024 Annual Report

County: Kenosha

Municipality: Twin Lakes, Village

Permit Number: S050075

Facility Number: 31155

Reporting Year: 2024

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? Yes No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
 - Storm Water Consortium/Group Report
 - Municipal Cooperation Attachment
 - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
 - Storm Water Management Program
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
 - Total Maximum Daily Load documents *(*if applicable, see permit for due dates.)*
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
 - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31, 2023)*
- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality Twin Lakes, Village
Facility ID # or (FIN): 31155
Updated Information: Check to update mailing address information

Mailing Address: 105 E. Main Street

Mailing Address 2:

City: Twin Lakes, Village

State: WI

Zip Code: 53181 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

First Name: Laura

Last Name: Jager

Select to **update** current contact information

Title: Administrator

Mailing Address: 105 E Main St

Mailing Address 2:

City: Twin Lakes

State: WI

Zip Code: 53181 xxxxx or xxxxx-xxxx

Phone Number: 262-877-2858 Ext: xxx-xxx-xxxx

Email: villageadmin@twinlakes.gov

Additional Contacts Information (Optional)

I&E Program

Individual with responsibility for:
(Check all that apply)

- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name: _____

Last Name: _____

Title: _____

Mailing Address: _____

Mailing Address 2: _____

City: _____

State: _____

Zip Code: _____ xxxxx or xxxxx-xxxx

Phone Number: _____ Ext: _____ xxx-xxx-xxxx

Email: _____

Municipal Billing Contact Person (Authorized Representative for MS4 Permit)

Select to *create new* Billing contact

First Name: Laura

Last Name: Jager

Select to *update* current contact information

Title: Administrator

Mailing Address: 105 E Main St

Mailing Address 2: _____

City: Twin Lakes

State: WI

Zip Code: 53181 xxxxx or xxxxx-xxxx

Phone Number: 262-877-2858 Ext: _____ xxx-xxx-xxxx

Email: villageadmin@twinlakes.gov

1. Does the municipality rely on another entity to satisfy some of the permit requirements?
 Yes No
2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?
 Yes No

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group) Yes No
b. How many total educational events were held during the reporting year: 1
c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive? Yes No
d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Table with 2 columns: Active/Interactive Mechanisms and Passive Mechanisms. Lists various educational and outreach methods with checkboxes.

Table with 2 columns: Topics Covered and Target Audience. Lists various storm water topics and target groups with checkboxes.

e. Will additional information/summary of these education events be attached to the annual report? Yes No

If no, please provide additional comment in the brief explanation box below. Limit response to 250 characters and/or attach supplemental information on the attachments page.

The Village posts information at the Village offices and on the Village website. The MS4 Annual Report is discussed at a meeting of the Village Board annually.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input checked="" type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: 	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	11-50	<input type="radio"/> Yes <input checked="" type="radio"/> No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	Select...	<input type="radio"/> Yes <input type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. Limit response to 250 characters and/or attach supplemental information on the attachments page.

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- | | |
|---|----|
| a. How many total outfalls does the municipality have? | 22 |
| b. How many major outfalls does the municipality have? | 0 |
| c. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | 22 |
| d. From the municipality's routine screening, how many were confirmed illicit discharges? | 0 |
| e. How many illicit discharge complaints did the municipality receive? | 0 |
| f. From the complaints received, how many were confirmed illicit discharges? | 0 |
| g. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? | 0 |

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- h. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Verbal Warning | 0 |
| <input checked="" type="checkbox"/> Written Warning (including email) | 0 |
| <input checked="" type="checkbox"/> Notice of Violation | 0 |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation | 0 |

Additional Information:

- i. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year? 0
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year? 0
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)? 0

d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- Verbal Warning 0
- Written Warning (including email) 0
- Notice of Violation 0
- Civil Penalty/ Citation 0
- Stop Work Order 0
- Forfeiture of Deposit 0
- Other - Describe below

e. Brief explanation on Construction Site Pollutant Control reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many new structural storm water management Best Management Practice (BMP) have received local approval? 0
*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,
- b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities? Yes No
- c. If Yes, how many privately owned storm water management facilities were

inspected in the reporting year ? Inspections completed by private landowners should be included in the reported number.

0

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis? Yes No

e. Does MS4 have maintenance authority on these privately owned BMPs? Yes No

f. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

Verbal Warning

0

Written Warning (including email)

0

Notice of Violation

0

Civil Penalty/ Citation

0

Forfeiture of Deposit

0

Complete Maintenance

0

Bill Responsible Party

0

Other - Describe below

g. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Best Management Practice Inspections Not Applicable

a. Enter the total number of "municipally owned" (i.e., publicly owned BMPs) or operated (i.e., privately owned BMPs) structural storm water management best management practices.

b. How many new municipally owned storm water management best management practices were installed in the reporting year ?

- c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year?
- d. What elements are looked at during inspections (250 character limit)?
- e. How many of these facilities required maintenance?
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)* Not Applicable

- g. How many municipal properties require a SWPPP?
- h. How many inspections of municipal properties have been conducted in the reporting year?
- i. Have amendments to the SWPPPs been made?
 Yes No
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:
- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - *Street Sweeping Program* Not Applicable

- l. Did the municipality conduct street sweeping during the reporting year?
 Yes No
- m. If known, how many tons of material was removed?
- n. Does the municipality have a [low hazard exemption](#) for this material? Yes No
- o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
 Yes - Explain frequency Once per month during non-snow months (April-Nov)
 No - Explain _____
 Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year? Yes No
- q. How many catch basin sumps were cleaned in the reporting year? 32
- r. If known, how many tons of material was collected? 14
- s. Does the municipality have a low hazard exemption for this material? Yes No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
- Yes- Explain frequency Once per month during non-snow months (April-Nov)
- No - Explain _____
- Not Applicable

Collection Services - Leaf Collection Program Not Applicable

- u. Does the municipality conduct curbside leaf collection? Yes No
- v. Does the municipality notify homeowners about pickup? Yes No
- w. Where are the residents directed to store the leaves for collection?
- Pile on terrace Pile in street Bags on terrace
- Other - Describe Not allowed
- x. What is the frequency of collection?
N/A
- y. Is collection followed by street sweeping? Yes No
- z. Brief explanation on Collection Services reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter Road Management Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? 76
(One mile of a two-way road equals two lane miles.)

ab. Provide amount of de-icing products used by month last winter season?
Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
Salt	0	53	0	648	42	179

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
None						

- ac. Was salt applying machinery calibrated in the reporting year? Yes No
- ad. Yes No

Have municipal personnel attended salt reduction strategy training in the reporting year?

Training Date	Training Name	# Attendance

- ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Internal (Staff) Education & Communication

- af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element ? Yes No

If yes, describe what training was provided (250 character limit):

Salt Use and Calibration Training

- ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Annual Report Shared at Village Meeting

Municipal Officials

Meetings with Village Engineer, DNR

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Regular Staff Meetings

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?
- Yes No
- If yes, check the areas the map items that got updated or changed:
- Storm water treatment facilities

- Storm pipes
- Vegetated swales
- Outfalls
- Other - Describe below

b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

Element: Public Education and Outreach

0 500 500 General revenue fund

Element: Public Involvement and Participation

0 500 500 General revenue fund

Element: Illicit Discharge Detection and Elimination

0 0 0 General revenue fund

Element: Construction Site Pollutant Control

0 0 0 General revenue fund

Element: Post-Construction Storm Water Management

0 500 500 General revenue fund

Element: Pollution Prevention

0 0 0 General revenue fund

Other (describe)

Select...

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

Budget was not utilized

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the

municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

b : Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes No Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes No Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? Yes No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)
***Required Item**

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Attach - Other Supporting Documents

AR Other

 File Attachment

[Twin Lakes MS4 Program Plan 03.10.25.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Twin Lakes, Village MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- Authorized municipal contact using WAMS ID.
- Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Name:

Title:

Authorized Signature.

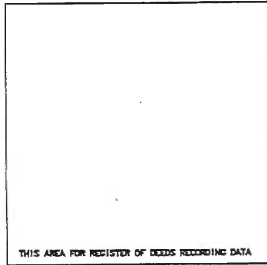
- I accept the above terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

202 MAIN STREET, A CONDOMINIUM

PLAT OF SURVEY
OF

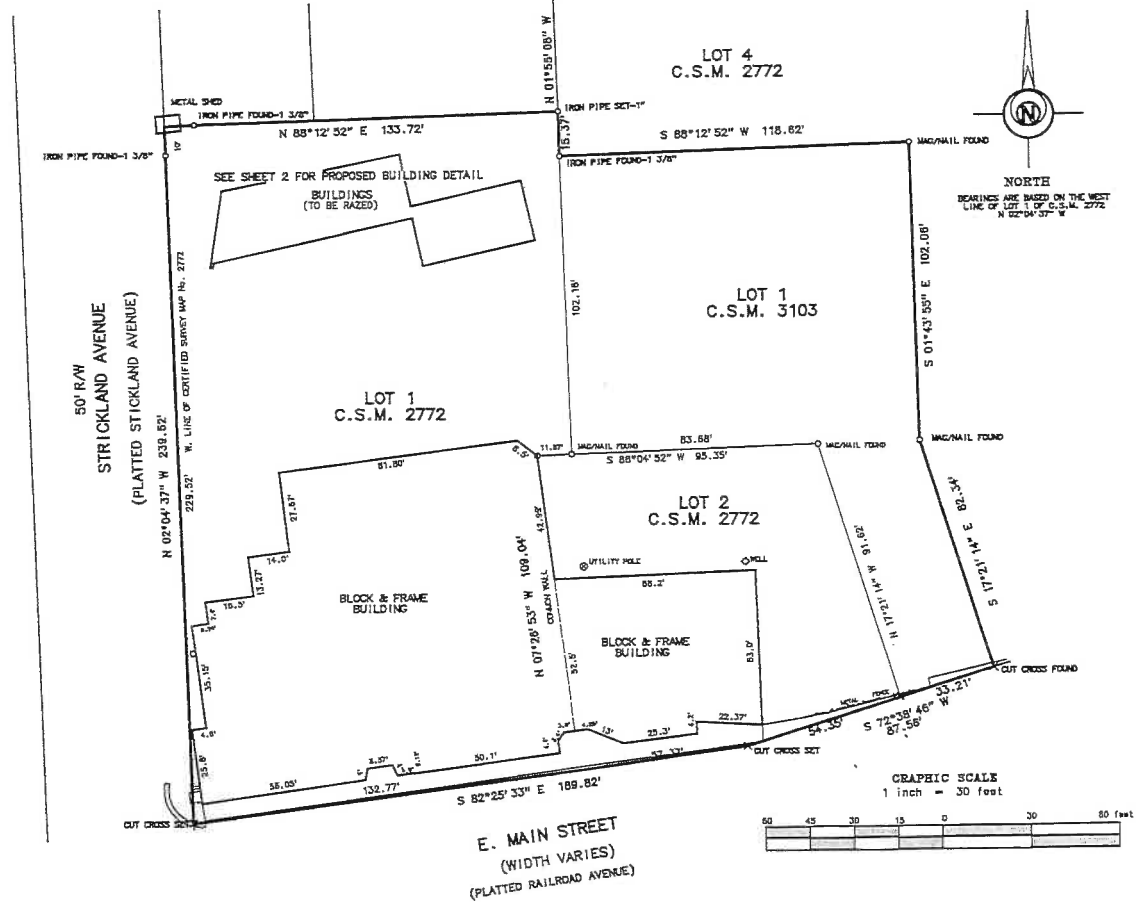
Lots 1 and 2 of Kenosha County Certified Survey Map 2772 as recorded in the office of the Kenosha County Register of Deeds as Document 1739530 and Lot 1 of Kenosha County Certified Survey Map 3103 as recorded in the office of the Kenosha County Register of Deeds as Document 1971318 located in the Southwest Quarter of the Northeast Quarter of Section 21, Town 1 North, Range 19 East of the 4th Principal Meridian, Village of Twin Lakes, Kenosha County, Wisconsin



Fieldwork completed on and date of certification: January 9, 2025
 I hereby certify that I have surveyed the above described property and the above plat is a true representation thereof and show the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements and roadways and visible encroachments, if any.
 This survey is made for the exclusive use of the present owners of the property, and also those who purchase, mortgage or guarantee the title thereto within ONE YEAR from the date hereof.
 Dated at Wheatland, Wisconsin this 20th day of January 2025.

Mark A. Bolender
 Wisconsin Professional Land Surveyor S-1784

SHEET 1 OF 3 SHEETS



10.)D.)2.

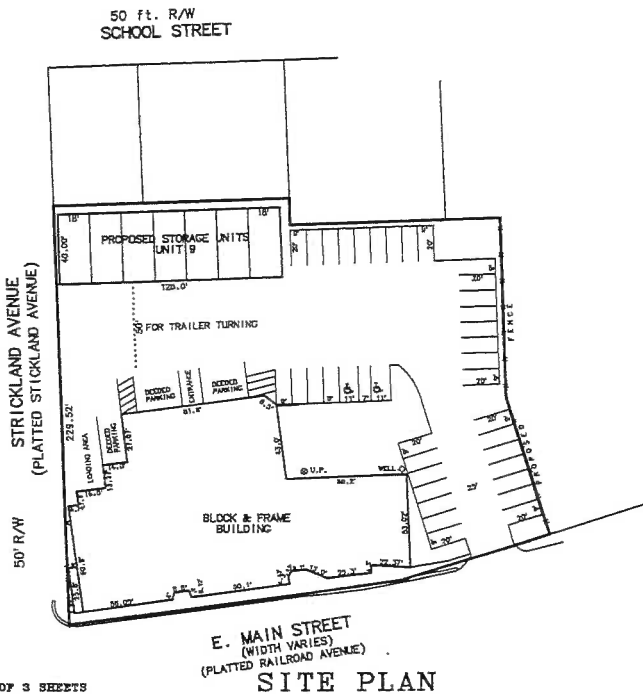
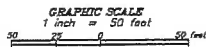
202 MAIN STREET, A CONDOMINIUM

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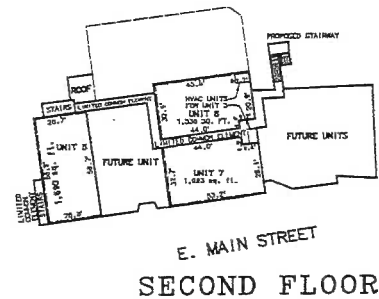
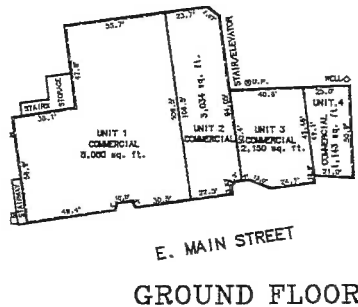
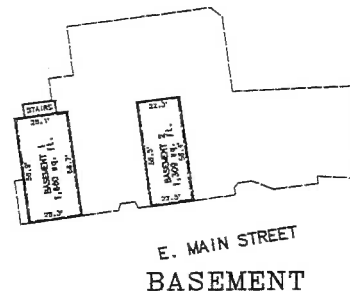
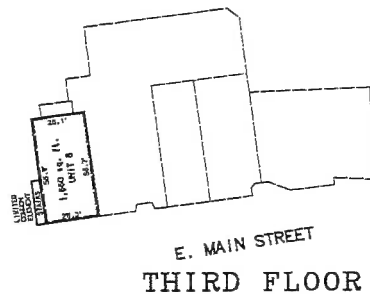
Notes:

Parking areas are Common Elements except for the three parking spaces at rear of Unit 1 deeded to said unit as Limited Common Elements

Interior square footage is calculated from drawings provided by the owner/divider and by field measurements by this office.



SHEET 2 OF 3 SHEETS



202 MAIN STREET, A CONDOMINIUM

Lots 1 and 2 of Kenosha County Certified Survey Map 2772 as recorded in the office of the Kenosha County Register of Deeds as Document 1739530 and Lot 1 of Kenosha County Certified Survey Map 3103 as recorded in the office of the Kenosha County Register of Deeds as Document 1971318 located in the Southwest Quarter of the Northeast Quarter of Section 21, Town 1 North, Range 19 East of the 4th Principal Meridian, Village of Twin Lakes, Kenosha County, Wisconsin

SURVEYOR'S CERTIFICATE

I, Mark A. Bolender, Professional Land Surveyor, S-1784, hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:
Lots 1 and 2 of Kenosha County Certified Survey Map 2772 as recorded in the office of the Kenosha County Register of Deeds as Document 1739530 and Lot 1 of Kenosha County Certified Survey Map 3103 as recorded in the office of the Kenosha County Register of Deeds as Document 1971318 located in the Southwest Quarter of the Northeast Quarter of Section 21, Town 1 North, Range 19 East of the 4th Principal Meridian, Village of Twin Lakes, Kenosha County, Wisconsin
I hereby certify that the condominium plat correctly represents the condominium described as proposed at the date hereof; that the floor plans are reproduced from plans provided by the owner and on-site measurements and the location and identification of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification to the accuracy of the floor plans of the condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.

Mark A. Bolender, Wisconsin Professional Land Surveyor S-1784
January 17, 2025

CERTIFICATE OF APPROVAL VILLAGE OF TWIN LAKES

There are no objections to this condominium plat with respect to Section 703 Wis. Statutes and it is hereby approved for recording.

Howard Skinner-Village President

Sabrina Waswo-Village Clerk

Dated this _____ day of _____, 2025

**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR
202 MAIN STREET CONDOMINIUM**

THIS DECLARATION is made and entered into by 202 Main Street Partners, LLC, (hereinafter referred to as the "DECLARANT");

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described, located in the Village of Twin Lakes, Kenosha County, Wisconsin, and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, now existing or hereafter constructed, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended from time to time (hereinafter referred to as the "Act"); and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of himself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as the 202 Main Street Condominium, and any unit or units thereof or therein contained), and to provide for the harmonious, beneficial and proper use and conduct of the property and all units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several unit owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the property; and

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth DECLARES AS FOLLOWS:

ARTICLE I

LEGAL DESCRIPTION

1.01 The real estate which is hereby submitted and subjected to the provisions of the Condominium ownership Act of the State of Wisconsin, is legally described on Exhibit "A" attached hereto and made a part hereof by reference.

10F32

The condominium is intended to be used for office, commercial and residential purposes that are in compliance with the existing zoning of the property. Included in the approved uses for the condominium are any uses allowed under the existing and future zoning of the real estate.

Said real estate is also described and delineated on a Plat of Survey attached hereto as Exhibit "A" which, by reference thereto, is made a part thereof.

This condominium consists of a structure containing none (9) condominium units, common elements and limited common elements. These units will be subject to the condominium form of ownership wherein the ownership of the individual units is vested in separate owners subject to the Condominium Ownership Act of the State of Wisconsin, this Declaration of Condominium and the By-Laws of the 202 Main Street Condominium Association, Inc. (hereinafter the "Association"). Each owner shall have the rights of ownership, use and enjoyment of their unit together with the right to use the limited common elements assigned to their unit and the condominium's common elements.

The private drives located within the common elements of the condominium will serve all of the units in the condominium and the property.

The areas designated as limited common areas shall be specifically assigned to the units as shown on the condominium plat attached hereto as part of Exhibit "A". The limited common elements shown shall serve the designated unit or units and shall have the use thereof restricted to the owners of the units, their families, owners, employees, agents, guests and invitees only. No Limited Common Area assigned shall obstruct or interfere with the rights of the unit owners of the other units in the drives, easements and common elements within the condominium.

The obligation for refuse and snow removal from the premises shall be the responsibility of the unit owners, and not the Village of Twin Lakes. The Declarant, prior to the formation of the Association, and the Association thereafter, shall provide dumpsters for use by the unit owners and shall assist in refuse removal.

The Association shall regulate the use and maintenance of the Common Elements. All maintenance of the Common Area shall be done by the Declarant or the Association at their respective expense. No unit owner may alter any Common Element without approval of the Association.

The development and continued use of the property shall be in compliance with the terms and conditions of the ordinances of the Village of Twin Lakes. The Declarant, prior to the relinquishment of Declarant control, and the Association thereafter shall be responsible for the continued maintenance and compliance with said ordinances.

No unit owner may construct or maintain any exterior facilities without the appropriate governmental approvals and permits of the Village of Twin Lakes or any successor governmental entity, together with the Declarant's prior written approval or after formation of the Association, the Board's written approval. Failure to maintain same in good condition shall

unit owner's operations. This shall include any claims or liabilities arising out of the storage of hazardous materials on the premises.

The acceptance of a conveyance of a unit in this condominium shall be deemed to grant to and vest in Declarant the power of attorney on the part of the Unit Owner to amend this declaration and the Association By-Laws to correct errors or omissions and/or to comply with any applicable Federal, State, County or local laws, ordinances or agency regulations.

ARTICLE II

DEFINITIONS

For the purpose of clarity and brevity, certain words and terms used in this Declaration are defined as follows:

2.01 Act: The State of Wisconsin "Condominium Ownership Act" also known as Chapter 703.

2.02 Association: All of the unit owners acting as a group either through a non-stock, non-profit corporation or an unincorporated association in accordance with the By-Laws and Declaration.

2.03 Building: A structure containing 2 or more units comprising a part of the property.

2.04 Common Elements: All of the condominium except the units and including but not limiting thereto:

- (a) The land on which the building is located;
- (b) The foundations, columns, girders, beams, supports, main walls, roofs, and entrances and exits of the building; except individual units that are not connected structurally to another unit;
- (c) The grounds, basements, yards, parking areas and storage spaces; except individual Unit basements;
- (d) The premises for the storage of property utilized in the maintenance of the property and for the storage of property owned by the unit owners;
- (e) Installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating, as applicable;
- (f) The tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;

be the basis for revocation of approval and immediate removal of same by the Board at unit owner's expense. The Association shall be responsible for exterior maintenance of the unit.

The building, drives and parking lots shall be maintained by the Association as herein provided. The approved plans for the property are available for inspection at the office of the Declarant. Said plans will be turned over to the Association at the time of termination of Declarant's control. Reductions of said plans, including the condominium plat, are affixed hereto as Exhibit "A" and made a part hereof by reference.

All approvals required under this Declaration and the By-Laws of the Association shall be in writing and shall be in compliance with the applicable ordinances of the Village of Twin Lakes and the County of Kenosha.

Each unit shall be individually metered for utilities. The expense of these utilities shall be the responsibility of the individual unit owner. Utility services furnished the Common Elements and the units that have not been separately metered shall be a common expense.

The Declarant and, after formation of the Association, the Board, may assign parking areas, if any, on the premises independent of the units and the limited common areas assigned to the units for the use, benefit and enjoyment of the unit owners either individually or as a group of all or less than all unit owners. There shall be no outside storage maintained on the property.

This condominium is an office, commercial and residential condominium consisting of a number of different units and real estate. All use of the property shall be in compliance with applicable zoning and other municipal ordinances. The Unit Owners may, by written approval of the owners of two-thirds of the units, amend the Declaration to provide for the addition or change of any unit or units in the condominium, subject to the provisions of the Act. In the event a Unit Owner becomes the owner of more than one Unit, the Unit Owner may consolidate, only with the Board's written consent, the Units into a single Unit having the obligation for Common Expenses and the voting rights equal to the number of Units existing prior to the merger.

A monument sign identifying the premises and/or the individual businesses located in the Condominium will be provided as a Common Element of the Condominium. The individual Unit Owner may affix a sign to the front of the Unit identifying the occupant of the Unit provided said sign has been approved by the Association prior to the installation of the sign. Any sign that is installed on the property shall comply with the Ordinances of the Village of Twin Lakes.

Said real estate and all improvements thereon and appurtenances thereto shall be known as 202 MAIN STREET CONDOMINIUM. **The address shall be** _____

The condominium and units therein shall be used for office, commercial and residential purposes only, which uses shall be in compliance with the zoning and permitted uses of the property. Each unit owner shall be independently responsible for any environmental damages or hazards caused by the unit owner, its/his/her employees, agents, licensees or invitees and shall indemnify and hold all other unit owners harmless from any claims or liabilities arising out of the

(g) Such community and commercial/office facilities as may be provided for in the Declaration; and

(h) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.05 Common Expenses:

(a) All sums lawfully assessed against the unit owners by the association of unit owners; and

(b) Expenses declared common expenses by the Act or by the declaration or By-laws.

2.06 Common Surpluses: The balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

2.07 Declaration: This instrument, by which the Property, as hereinafter defined, is subjected to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

2.08 Drives: The surfaced portions for the property set aside for use for travel by foot, animal or vehicle to and from the limited common areas adjacent to the building to the public streets or highways.

2.09 Limited common elements: Those common elements designated in the declaration as reserved for exclusive use of one or more but less than all unit owners.

2.10 Majority or Majority of Unit Owners: The unit owners with more than 50% of the votes in accordance with the votes assigned in the Declaration to the units for voting purposes.

2.11 Master Association: A profit or non-profit corporation or unincorporated association which exercises the powers under the Act on behalf of one or more condominiums or for the benefit of the unit owners of one or more condominiums.

2.12 Occupant: Person or persons, other than Owner or Unit owner in possession.

2.13 Parking Area: Area provided for parking vehicles as shown on Exhibit "A" attached hereto, and hereinafter described. Parking stalls shall be assigned as limited common elements and shall be as shown on Exhibit "A" of this declaration.

2.14 Person: Individual, corporation, partnership association, trustee or other legal entity.

2.15 Plat: The Plat of Survey of the Property, Building and all Units in the Property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit "A" and by reference expressly incorporate herein and made a part hereof and registered and filed concurrently with the registration of this Declaration with the Kenosha County Register of Deeds.

2.16 Property: The air space, land, building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be subject to the provisions of the Act.

2.17 Unit: A part of the property subject to this Act intended for independent use of a commercial, office or residential purpose that is in compliance with the provisions of the zoning hereinbefore referred to, including one or more cubicles of air at one or more levels of space, or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in the building.

2.18 Unit Number: The number designating the unit in the declaration.

2.19 Unit Owner: The person, combination of persons, partnership or corporation who owns a unit and an undivided interest in the common areas and facilities appurtenant to such unit in the percentage specified and established in the declaration.

2.20 Unit Ownership: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

ARTICLE III

PROPERTY AND UNITS: SUBMISSION TO ACT

3.01 Submission of Property to the Act: The Declarant hereby subjects the Property to the provisions of the Act.

3.02 Units: Description and Ownership: The legal Description of each Unit shall consist of the identifying number of such Unit as shown on the Plat, attached hereto as Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereon as shown on the Plat. Except as otherwise provided by the Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his/her/its Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat except as herein provided.

Each unit in the condominium shall consist of the designated area shown on the plat, attached hereto as Exhibit "A", and has been constructed as provided on the plans incorporated in Exhibit "A" attached.

3.03 Certain Structures Not Constituting Part of a Unit: No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his/her/its Unit and serving more than his/her/its Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit, except as a tenant-in-common with all other Unit Owners.

ARTICLE IV

COMMON ELEMENTS: LIMITED COMMON ELEMENTS

4.01 Ownership of Common Elements: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Property, and except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of business or industry, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his/her/its Unit. The extent or amount of such ownership shall be expressed by a percentage amount. The percentage ownership may be changed upon unanimous written approval of all the Unit Owners or as herein otherwise provided, in the form of an Amended Declaration duly recorded. In the event of condemnation by public authority as hereinafter provided in 9.01, or of loss as provided in Article X, the percentage ownership may be changed to conform with the provisions set forth therein. The Declarant has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in the schedule attached hereto as Exhibit "B" and incorporated herein by reference, as though fully set forth herein. The undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

4.02 Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

4.03 Common Elements: Description: The Common Elements shall be designated and set forth on Exhibit "A", attached hereto, and shall consist of all of the condominium except the units.

4.04 Limited Common Elements: Description: The Limited Common Elements shall be as designated and set forth on Exhibit "A", attached hereto, and shall be identified thereon as to type, extent and unit or units to which the Limited Common Element is assigned. Fixtures designed to serve a single unit and located contiguous to the boundary of the unit shall be deemed to be a Limited Common Element appertaining to that unit exclusively and need not be shown on Exhibit "A".

ARTICLE V

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

5.01 No Severance of Ownership: No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his/her/its Unit Ownership without including therein both his/her/its interest in the Unit and his/her/its corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Whenever a unit is conveyed, the corresponding percentage of ownership in the Common Elements shall be automatically included whether same is specifically set forth in the documents of conveyance or not.

5.02 Use of the Common Elements: Subject to the provisions of section 5.04, each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by each Unit Owner, and to the use and enjoyment of Common facilities. Such rights shall extend to the Unit Owner, the Unit Owner's employees, guests, other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, the Declaration and the By-Laws and rules and regulations of the Board of Directors (hereinafter described and for convenience hereinafter sometimes referred to as the "Board"). The Board shall have the authority to lease, rent, grant licenses or concessions with respect to the storage areas or other parts of the Common Elements, if any are available, subject to the provisions of this Declaration and the By-Laws and rules and regulations of the Board.

5.03 Maintenance of Common Elements: Common Expenses: Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay his/her/its proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements (which expenses are hereinafter referred to collectively as the "Common Expenses"). Such "Common Expenses" shall be allocated and divided equally amongst all units regardless of size. Payment thereof shall be in such amount and at such times as may be provided by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act.

5.04 Easements:

(a) Encroachments: In the event that, by reason of the construction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of

such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) Easements for Utilities: The Village of Twin Lakes and all other public utilities serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the property with the utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The Declarant prior to the creation of the Board and the Board thereafter may hereafter grant other or additional temporary or permanent easements for utility or other purposes over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Declarant prior to the creation of the Board and the board thereafter an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit whether or not such walls lie in whole or in part within the Unit boundaries.

(c) Easements to Run with the Land: All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, his heirs, successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) Easements for Police and Fire Protection: A perpetual easement is hereby granted for the free an uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

(e) Easements for Post Office: A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated representatives of the United States Postal Service for the performance of their duties.

(f) Declarant's Easement: A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated agents, employees, licensees and representatives of Declarant for the purpose of construction and to provide access to any adjacent lands now owned or hereinafter acquired by Declarant.

5.05 Limited Common Elements:

(a) Parking Areas: Any Village of Twin Lakes approved parking area or other portion of the property allocated to parking purposes, other than those specifically assigned as a Limited Common Element for a Unit or Units, shall be a part of the Common Elements and not part of any individual Unit; provided, however, the Declarant hereby reserves the right, until sale and conveyance of all Unit Ownerships, to sell and grant to any Unit Owner and to no other person the perpetual and exclusive use of a designated parking space, which exclusive use shall be deemed to be appurtenant to and pass with the title to the Unit to which appurtenant even though not expressly mentioned in the document passing title to the Unit. The Declarant shall, in the event of exercise of such reserved right, give the Board notice thereof and the name of the Unit Owner to whom the Declarant has granted the exclusive use, which notice shall be conclusive upon the Board and all Unit Owners as to the rights of the Unit Owner designated in such notice. Subject to the foregoing, the Board may determine to grant exclusive use and possession to designated parking stalls in any portion of the Property allocated to parking purposes to Unit Owners, and the Board may in any event prescribe such rules and regulations with respect to such Parking Areas as the Board may deem fit. Such exclusive use and possession given a Unit Owner or Owners shall be subject to such rules and regulations as the Board may deem fit, including the requirement that such exclusive use and possession be subject to the obligation of the Association to clean and maintain that portion of the Common Elements and Limited Common Elements subject thereto as an expense of the Association as a Common Expense. All snowplowing of the Common Elements and Limited Common Elements shall be done by the Association and shall be a Common Expense of the Association.

(b) Interior Storage Areas: Interior storage areas, if any, in the Building outside of the respective Units shall be part of the Common Elements and the use thereof shall be allocated among the Unit Owners as the Board may by its rules and regulations prescribe. In the event any interior storage areas are designated by the Association in the future, there being none designated at this time, the Condominium Plat shall be amended in accord with the provisions of the Statutes of the State of Wisconsin and the ordinances of the County of Kenosha and Village of Twin Lakes.

(c) Loading Docks: All loading docks, if any, shall be Limited Common Elements for use by the Units assigned as Owner of same. The Unit Owner shall be responsible for repair, maintenance and appearance of the loading docks. In the event any loading dock is materially damaged by the acts of a Unit Owner of the Unit Owners employees, agents or invitees, the Unit Owner shall be responsible for all of the expenses of the required repair and maintenance of the loading dock arising from said act or acts. A Unit Owner

shall not paint, or otherwise decorate or adorn or change the appearance of any loading dock in any manner contrary to such rules and regulations as may be established by the said Board of Association.

5.06 Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his/her/its own respective Unit, together with his/her/its respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his/her/its own Unit and his/her/its own respective ownership interest in the Common Elements as aforesaid.

5.07 Separate Real Estate Taxes: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his/her/its Unit and his/her/its corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his/her/its proportionate share thereof in accordance with his/her/its respective percentage of ownership interest in the Common Elements.

5.08 Utilities: Each Unit Owner shall pay for his/her/its own sewer, water, natural gas, telephone, electricity, cable TV or internet services and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

5.09 Insurance; Unit Owners: Each Unit Owner shall be responsible for his/her/its own insurance on the contents of his/her/its own Unit, and his/her/its additions and improvements thereto and decorating and furnishings, equipment, machinery and other personal property therein, and his/her/its personal property stored elsewhere on the Property, and his/her/its personal liability, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided below in Section 6.08 (b) and (c) hereof.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his/her/its Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Each Unit Owner hereby waives and releases any and all claims which the Unit Owner may have against any other Unit Owner, the Board, its officers, members of the Board, the Declarant, the manager and managing agent of the Building, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire and other forms of casualty insurance.

5.10 Maintenance, Repairs and Replacements of Units:

(a) By the Board: The Board shall not be responsible for the maintenance, repair and replacement of any portions of a Unit, unless requested in writing by the Unit Owner. Any Unit Owner making said request shall reimburse the Board for any and all expenses incurred in the maintenance, repair or replacement of any portion of the unit. The Unit Owner shall be responsible for the expense of maintenance and repair of the interior wall, ceiling and floor surfaces. In addition, the Unit Owner shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Sections 3.02 and 3.03, including any portions of the foregoing which may be located at or beyond the wall outlets. The costs of same shall be assessed as provided within this Declaration.

(b) By the Owner: Except as otherwise provided in Paragraph (a) above, each Unit Owner shall furnish, at his/her/its own expense, and be responsible for the following:

(1) All of the maintenance, repairs and replacements within his/her/its own Unit and all of the doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigeration, heating and other services, lighting fixtures and other electrical fixtures, appliances, and plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Sections 3.02 and 3.03, provided, however, such maintenance, repairs and replacements as may be required for the bringing of water, gas and sewer service or electricity to the boundary of the Unit limited common elements, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by personnel as a Common Expense.

(2) All of the decorating within his/her/its own Unit from time to time. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his/her/its Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition at his/her/its sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner.

The use or the covering of the interior surfaces of such windows, whether by window coverings or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. Exterior roofing and

painting shall be the expense of the Association. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement required to cure a latent or patent defect in material or workmanship in the construction or location of a structure on the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

5.11 Negligence of Owner: If, due to the negligent act or omission of a Unit Owner, or of an employee of the Unit Owner, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board.

5.12 Joint Facilities: To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or servicing other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the condominium, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of fixtures affecting or serving other Units or the Common Elements.

ARTICLE VI

ADMINISTRATION

6.01 Board of Directors: Association: The direction and administration of the Property shall be vested in a Board of Directors (hereinbefore and hereinafter referred to as the "Board"), consisting initially of three (3) persons who shall be elected in the manner hereinafter provided. The Unit Owners, as described in this Declaration and in the By-Laws, acting collectively through the Board, shall be known as the 202 Main Street Condominium Owners Association, an unincorporated association, subject to any subsequent incorporation as provided in Article XIII below (hereinabove and hereinafter called the "Association"). Notwithstanding any other provision herein contained to the contrary, all duties, functions and obligations herein imposed upon the Board is the governing body and agent of the Unit Owners and the Association. Each member of the Board shall be one of the Unit Owners, provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. The Association shall have the right to increase the number of Directors by affirmative vote of 67% of the Unit Owners.

The Declarant, prior to the expiration of Declarant control, and the Association thereafter by majority vote of the Unit Owners, may affiliate with a master association for the purpose of carrying out the duties and powers provided under Wisconsin Condominium Ownership Act for Master Associations.

6.02 Determination of Board to be Binding: Notwithstanding that the words "Board" and "Association" may in some instance be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

6.03 Voting Rights: There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his/her/its or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Board before the scheduled time of the meeting. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in person or by proxy. There shall be one (1) vote per unit with the total vote available being equal to the total number of units in the condominium. The Declarant (or its nominee) may exercise the voting rights with respect to any Unit owned by the Declarant.

6.04 Meetings:

(a) Quorum: Procedure: The presence in person or by proxy of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any voting member in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) Annual Meeting: The first Annual Meeting of the Voting Members shall be held upon fifteen (15) days written notice given by the Declarant prior to the conveyance of twenty-five percent (25%) of the common element interest to Unit Owners at which meeting the Unit Owners other than Declarant shall elect as least twenty-five percent (25%) of the Directors of the Board. Prior to conveyance of fifty percent (50%) of the common element interest to Unit Owners a meeting shall be held at which the Unit Owners other than Declarant shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors of the Board. Directors who have been elected by Declarant shall

cease to serve as Directors at the earliest of (i) submission of their resignation, (ii) thirty (30) days after notice to the Unit Owners of their intent to resign or (iii) as provided by law. Not later than thirty (30) days after the expiration of Declarant control a meeting shall be held by the Association at which the Directors and Officers shall be elected and take office after the election. Thereafter, there shall be an Annual Meeting of the Voting Members on each succeeding year, at 8:00 o'clock P.M., on the second Wednesday in January of each year, on the Property, or at such other reasonable place or time (not more than thirty days (30) before or after such date), as may be designated by written notice of the Board delivered to the Voting Members not less than fifteen (15) days prior to the date fixed for said meeting. Declarant control shall cease at the earlier of the following events: 3 years from the date of filing the Declaration or 30 days after the conveyance of 75% of the Common Elements to unit purchasers (sale of units owning a total of 75% of the condominium as set forth on Exhibit "B" of the Declaration and Amendments thereto).

(c) Special Meetings: Special meetings of the Voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said Meeting shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having one-third (1/3) of the total votes, and delivered not less than fifteen (15) days prior to the date fixed for said Meeting. The notices shall specify the date, time and place of the Meeting and the matters to be considered.

6.05 Notices of Meetings: Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him/her/it to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board.

6.06 Board of Directors: Election: Meetings:

(a) At each Annual Meeting, the Voting Members shall, by a majority of the total votes present at such meeting, elect sufficient members to the Board of Directors for the forthcoming year, to provide for a Board consisting of three (3) members, all of whom must own a unit, except for Board members nominated or designated by the Declarant. Two (2) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of three (3) years or until their successors are elected and qualify, provided, however, that the terms of at least one-third of the Directors shall expire annually. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such Member shall thereupon cease to be a Member of the Board and his/her/its place on the Board shall be deemed vacant. Vacancies in the Board may be filled by unanimous vote of the remaining Members thereof. Except as otherwise provided in the Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members (Association), a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of secretary, including counting votes at any meeting, and a Treasurer to keep the financial records and books of account.

(c) Any Board Member may be removed from office, by the affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any Special Meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by majority vote of the Voting Members at the same meeting or any subsequent meeting called for that purpose.

(d) An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Unit Owners and at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member, delivered personally or by mail or telegram. Any Board Member may in writing waive notice or consent to any action of the Board without a meeting.

(e) Board Members shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Unit Owners.

6.07 General Powers of the Board: Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

(a) To elect the officers of the Association as hereinabove provided;

(b) To administer the affairs of the Association and the Property;

(c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;

(d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) To provide for the maintenance, repair and replacement of the Common Elements and payments therefore, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided

(i) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any Annual or Special Meeting of the Unit Owners; and

(j) To exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Act and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws.

6.08 Specified Powers of the Board: The Board, for the benefit of the Board, the Association and All Unit Owners shall provide and shall pay for out of the maintenance fund, hereinafter provided, the following:

(a) Utility Service for Common Elements: Water, sewer, waste removal, electricity, gas and telephone, heat, power and other necessary utility service for the Common Elements (and, if not separately metered or charged, for the Units);

(b) Casualty Insurance: Insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units electing to have the Board insure same. Premiums for such insurance on the Common Elements shall be common expenses. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the members of the Board of the Directors of the Association as Trustees for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as established in Exhibit "B". The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$10,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Association insured Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

In the event of the total destruction of a unit or units and thereafter the Board determining that the unit or units may not be reconstructed under the ordinances of the Village of Twin Lakes or Kenosha County or the laws of the State of Wisconsin or in the alternative the Board determines that the cost of reconstruction of a unit so insured shall exceed the insurance proceeds, the Board may direct that the insurance proceeds applicable to each destroyed unit so insured be paid to the Unit Owner together with a sum equal to the Unit Owner's interest in the Common Elements, exclusive of the individual units, as determined by three appraisers, one selected by the Board, one selected by the Unit Owner and the third selected by the two other appraisers. This added sum shall be a common expense of the remaining units and assessed accordingly. Upon payment of this sum to the Unit Owner of the destroyed unit, the Unit Owner shall cease to be an Owner and the percentage interest of the remaining Owners shall be adjusted in accord with the formula set forth on Exhibit "B". In the event the cost of replacement exceeds the insurance proceeds and the unit may be constructed under the ordinances and laws aforesaid, the Unit Owner may request the Board to authorize the reconstruction of the unit subject to the Unit Owner tendering to the Board a sum equal to the costs of reconstruction less the sum available from the insurance proceeds. The Board, upon receipt of the sum, may authorize the reconstruction of the unit and direct that same be done. Any unit reconstructed under this provision or under the provisions of Article IX shall be constructed in a manner complying with the ordinances of the Village of Twin Lakes and Kenosha County and the laws aforesaid and in a manner compatible to the remaining units.

The proceeds of such insurance shall be applied by the Board, or by the corporate trustee on behalf of the Board, for the reconstruction of the Building or shall be otherwise disposed of in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building. Payment by an insurance company to the Board or such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

Each Unit Owner may, at said Unit Owner's personal expense carry additional casualty insurance on the unit and may provide for said insurance to be paid direct to the Unit Owner. Each Unit Owner shall be responsible for all insurance coverage on any additions or improvements made to the unit by the Unit Owner, unless same has been insured by the Board at the Unit Owner's request, and contents of the unit and the personal property of the Unit Owner located on the Common Elements of the condominium.

(c) Liability Insurance: Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Unit Owner, the Association, its officers, members of the Board, the Declarant, the manager and managing agent of the Building, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets, sidewalks and areas adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses.

(d) Workmen's Compensation: Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) Wages and Fees for Services: The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Elements: Landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units, which the Owner shall paint, clean, decorate, maintain and repair, and subject to the provisions of subsection (i) of this Section 6.08, not including any portion of the Common Elements which are the responsibility of any Owner) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements; all care and maintenance shall be performed in such manner as to preserve the intent and integrity of the property.

(g) Additional Expenses: Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class building or for the enforcement of this Declaration;

(h) Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may, in the opinion of the Board, constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where

one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners;

(i) Certain Maintenance of Units: Maintenance and repair of any Unit as provided in this Declaration, and maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or any portion of the Building and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary, in connection with any maintenance or construction for which the Board or Association is responsible. It may likewise enter any balcony, deck, loading dock or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the maintenance fund. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Owner's absence from the Unit at a time when required alterations or repairs are scheduled, the management agent or his/her/its representative or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not. The Board reserves the right to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key.

(j) Capital Additions and Improvements: The Board's powers hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements subject to all the provisions of this Declaration) having a total cost in excess of five thousand dollars (\$5,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of five thousand dollars (\$5,000.00), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

(k) Certain Utility Services to Units: The Board may pay from the maintenance fund for water and sewer taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his/her/its share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

6.09 Vouchers: All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time

to time shall be determined by written resolution of the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

6.10 Rules and Regulations:

(a) Rules: The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Management: Notwithstanding any other provision herein, the Board may engage the services of an agent to manage the property to the extent deemed advisable by the Board.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

ARTICLE VII

BUDGET-ASSESSMENTS-MAINTENANCE FUND

7.01 Preparation of Estimated Budget: Each year on or before December 1, the Board shall estimate the total amount necessary to pay the costs of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power and other common utilities and Common expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to the By-Laws. Said assessments shall be payable as provided in the By-Laws. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all the Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owners payment obligations to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's payment obligations to the installments due in the succeeding months after rendering of the accounting as provided in the By-Laws.

7.02 Reserve for Contingencies and Replacements: The Board shall build up and maintain a reasonable reserve for contingencies and replacements in a Statutory Reserve Account. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserves. If said "estimated

cash requirement” proves inadequate for any reason, including nonpayment of any Owner’s assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners according to the By-Laws. The Board shall serve notice of such further assessment on all Owners as provided in the By-Laws and such further assessment shall become effective as provided in the By-Laws. All Owners shall be obligated to pay the adjusted amount. At the time each Unit is sold by the Declarant, the Unit Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent or as otherwise directed by the Board, the sum of Five Hundred and no/100 Dollars (\$500.00) which amount shall be used and applied as an operating reserve for common expenses in the manner herein provided.

7.03 Budget for First Year: When the first Board elected hereunder takes office, it shall determine the “estimated cash requirement” as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31, of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in the By-Laws.

7.04 Failure to Prepare Annual Budget: The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner’s obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered. Said payment shall be as provided in the By-Laws.

7.05 Books and Records: The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours of weekdays as maybe requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee as fixed by the Board not to exceed twenty-five dollars (\$25.00), any Owner shall be furnished a statement of his/her/its account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

7.06 Status of Collected Funds: All funds collected shall be held and expended for the purposes designated and (except for such special assessments as may be levied against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners as provided in the By-Laws.

7.07 Remedies for Failure to Pay Assessments: If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board, the Board shall have the authority for and on behalf of itself and said Association and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, the By-

Laws, this Declaration or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments, including costs and reasonable attorneys' fees.

7.08 Rental During Foreclosure: In the event of the foreclosure of a lien for unpaid common expenses, the Unit Owner who is the defendant in such proceeding shall be required to pay a reasonable rental for such Unit.

7.09 Exception to Liability for Assessments: Notice is hereby given that pursuant to §703.165(5) of the Wisconsin Statutes certain liens are given priority over the lien of the Association for unpaid assessments. These exceptions include liens of general and special taxes; all sums unpaid on a first mortgage recorded prior to the making of the Assessment; mechanic's liens filed prior to the making of the assessment; all sums unpaid on any mortgage loan made under §45.80, Wis. Stats.; and a lien under §§292.31(8)(i) or 292.81, Wis. Stats..

7.10 Amendments: Except for such amendments as may be required to conform any provision of the Declaration to the requirements of law, all amendments to this Article VII shall only be effective upon unanimous written consent of the Owners and their mortgagees. No Unit Owner may exempt himself/herself/itself from liability for his/her/its contribution towards the Common Expenses by waiver of the use of enjoyment of any of the common areas and facilities or by abandonment of his/her/its Unit.

ARTICLE VIII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

8.01 The Units and Common Elements shall be occupied and used as follows:

(a) Purpose: No part of the Property shall be used for other than commercial, office and related common purposes for which the Property was designed and which are permitted under the zoning existing on the property. Each Unit or any two or more adjoining Units used together shall be used only for uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall be determined by the Board in writing.

(b) Obstruction of Common Elements: There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his/her/its own unit. There shall be no outside storage on the property.

(c) Hazardous Uses and Waste: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his/her/its Unit or in the Common Elements which will result in the

cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Exterior Exposure of Building: Owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building, and no sign other than a sign identifying the business occupying the unit, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board and only if same is in compliance with the ordinances of the Village of Twin Lakes and the County of Kenosha. The Unit Owner shall be responsible for obtaining any required municipal permits and approvals at the Unit Owner's expense and prior to obtaining the final approval of the Board.

(e) Impairment or Structural Integrity of Building: Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

(f) Use: Unit Owners, their employees, guests and invitees may use the Common Elements designated for drives, building area and facilities for their intended purposes, including where allowed, the placement of displays, benches or chairs, and allied reasonable use thereof provided said use does not interfere with the use and enjoyment of the Common Elements by the other Unit Owners.

(g) Signs: Sales: The right is reserved exclusively by the Declarant or Declarant's agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to place such other signs on the Property as may be required to facilitate the sale of unsold Units, or the management and/or construction of the condominium. The Association or its agents, shall have the right to enter a unit to remove any signs located therein contrary to the provisions of the Declaration or By-Laws. Any Unit Owner who violates this provision shall be assessed One Hundred and no/100 Dollars (\$100.00) per day which shall be due and payable within fifteen (15) days after notice by the Association. Any sum that remains unpaid after the fifteen (15) days may be placed of record as a lien against the unit as provided by law. All signs shall be limited to those signs allowed under the ordinances of the Village of Twin Lakes, County of Kenosha and State of Wisconsin and which are approved by the Declarant prior to the relinquishing of Declarant's control and by the Board of the Association thereafter.

(h) Alterations of Common Elements: Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board and prior applicable approvals of the Village of Twin Lakes and County of Kenosha, if any.

(i) Parking Area: That part of the Common Elements identified in Exhibit "A" as Parking Area which have not been assigned to individual Units as Limited Common

Elements shall be used by the Owners for additional parking. No use shall be in violation of local ordinances or state law.

(J) Display of Model Units by Declarant: Declarant reserves the right, at Declarant's option, for period of not more than 60 months from the recording or filing of this Declaration, to occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Declarant one or more Units for business, construction management, general management or promotional purposes, including clerical activities, sales offices, model Units for display and the like; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner or occupant.

8.02 The By-Laws shall govern the management and operation of the Condominium except as otherwise provided in this Declaration, including any restrictions on or requirement respecting the use and maintenance of the units and the Common Elements.

ARTICLE IX

CONDEMNATION AND UNPAID ASSESSMENTS

9.01 Condemnation:

(a) In the event of condemnation under the Laws of Wisconsin of a portion of the premises including therein the building, whereby construction of a like building cannot be reasonably affected on the remaining premises, the proceeds of said condemnation and rights of action arising thereunder shall be distributed as follows:

(1) To the Owners of the individual Units condemned, that portion of the condemnation award attributable to each Owner's Unit and the right of action, if any, arising thereunder and attributable to said Unit, together with said Owner's interest in the condemnation award for the Common Elements condemned plus a sum equal to said Owners interest in the remaining Common Elements to be paid by the remaining Owners.

(2) To the Owners of the Common Elements whose office or commercial Units were not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation. Any award obtained by legal action shall be disbursed to the Owners as their common interests may appear, including the Owners of those units condemned as though they were voting members.

(3) The decision as to whether a like building may be constructed elsewhere on the premises shall be determined by the voting members. A favorable vote for construction shall be by fifty-one percent (51%) of the Voting Members. Any proposed construction shall be subject to the Laws of the State of Wisconsin and the Ordinances of the Village of Twin Lakes and the County of Kenosha.

(4) The condemnation of an Owner's unit and its non-replacement with a like unit, shall terminate said Owner's membership. The remaining members shall constitute the Owners of all Common Elements, and their interests therein shall be recomputed according to the ratio their unit bears to the total of the remaining units as set forth in this Declaration.

9.02 Responsibility of Transferee for Unpaid Assessments: In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amount paid by the transferee, therefore. However, any such transferee shall be entitled to a statement from the Board or President; or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due to the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. In the event the Association or the Board does not provide a statement setting forth any sums due within five (5) business days after transferee's request for same, the Association or the Board shall be barred from claiming a lien against the transferee.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

10.01 Insurance:

(a) Sufficient Insurance: In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event, within sixty (60) days after said damage, or destruction, shall occur, the Unit Owners elect either to sell the Property as hereinafter provided in Article XI or to withdraw the Property from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event of damage or destruction to the building aggregating less than fifty percent (50%) of the total building, said building shall be promptly repaired or restored, subject to the provisions of Article VI Section 6.08 hereinbefore set forth.

(b) Insufficient Insurance: In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for

reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.

(c) Additional Insurance: Any Owner may, at said Owner's option, carry additional insurance on his/her/its unit including coverage for any7 substantial improvements made therein.

(d) Any vote of the Owners required under this section shall require the affirmative vote of the Owners having 75% or more of the votes.

10.02 Substantial Restoration: Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. The repair, restoration or reconstruction shall be done in compliance with the existing ordinances of the Village of Twin Lakes and the County of Kenosha and the laws of the State of Wisconsin.

ARTICLE XI

SALE OF THE PROPERTY: REMOVAL FROM CONDOMINIUM OWNERSHIP

11.01 Voluntary Sale of the Property: The Owners by affirmative vote of 75% of the total vote, at a meeting of Unit Owners called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which said sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his/her/its interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and the two so selected shall select a third, and the fair market value as determined by a majority of the three appraisers so selected shall control. If either party fail to select an appraiser, then the one designated by the other party shall make the appraisal.

11.02 All of the Owners may remove the property from the provisions of this Declaration by executing and recording an instrument to that effect. All holders of liens affecting any of the units must consent in writing, said consent to be duly recorded, to the transfer of their lien to the percentage of undivided interest of the Unit Owner in the property.

In the event of the removal of the property from the provisions of this Declaration, the property shall be deemed to be owned in common by the Unit Owners. The percentage of undivided interest in the condominium shall be the percentage interest of the unit as a tenant in common.

ARTICLE XII

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

12.01 Abatement and Enjoyment: The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, By-Law or provision contained herein or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 12.02 next succeeding, to do the following:

- (a) To enter upon the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and
- (b) To prohibit the use of all of the amenities of the condominium and the common elements thereof, except for the right of ingress and egress over the drives and walkways located on the Common Elements and the use of the individual unit by the defaulting Owner.
- (c) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.
- (d) To seek damages by appropriate legal proceedings.

12.02 Involuntary Sale: If any owner (either by his/her/its own conduct or by the conduct of any other occupant of his/her/its unit) shall violate or breach any covenants, By-Laws, restrictions or provisions of this Declaration or of the Act, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur or shall reoccur more than once thereafter, then the Board shall have the power to issue the defaulting Owner a thirty (30) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his/her/its Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him/her/it on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the Court shall enjoin and restrain the defaulting Owner from re-acquiring his/her/its interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge the lien of any then existing mortgage, court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate

possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner.

ARTICLE XIII

FORMATION OF ASSOCIATION

13.01 Formation of Association: The Declarant, prior to conveyance of the first unit, shall establish an association to govern the condominium. The Association shall be organized as a profit or non-profit corporation or as an unincorporated association. The association shall be known as 202 MAIN STREET CONDOMINIUM OWNERS' ASSOCIATION, INC., if incorporated, and as 202 MAIN STREET CONDOMINIUM OWNERS ASSOCIATION, if unincorporated. Upon the formation of such Association, every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his/her/its Unit Ownership, at which time the new Owner shall automatically become a member therein. Each Unit Owner agrees to be bound by and observe the terms and provisions of the Association's Charter, its By-Laws, and the rules and regulations promulgated from time to time by said Association, its Board of Directors and officers.

ARTICLE XIV

GENERAL PROVISIONS

14.01 Declarant's Initial Rights: Until such time as the Board of Directors provided for in this Declaration is formed, and until thirty (30) days after Declarant shall have consummated the sale of Units aggregating seventy-five percent (75%) of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto, the Declarant, or his successors, heirs, or assigns, shall exercise the powers, rights, duties and functions of the Board of Directors and Association; provided, however, that the Declarant may relinquish such said powers, rights, duties and functions at any time after consummating the sale of Units aggregating fifty-one percent (51%) of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto. The number of units for purposes of this provision may be less than the maximum herein-before provided. Declarant shall interpret the foregoing.

14.02 Notice to Mortgage Lenders: Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

14.03 Service of Notices on Devisees and Personal Representatives: Notices required or desired to be given to any devisee or personal representatives of a deceased Owner may be delivered either personally or by mail to such party at his/her or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

14.04 Covenants to Run With Land: Each grantee of the Declarant by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Warrant Deed or Land Contract or any Contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions to the Declaration were recited and stipulated at length in each and every deed of conveyance.

14.05 Non-Waiver of Covenants: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

14.06 Waiver of Damages: Neither the Declarant, nor his representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Declarant's capacity as developer, contractor, Owner, manager, or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise *ex contractu* or (except in case of gross negligence) *ex delictu*. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewerage, etc.). In the event of any dispute, its successors or assigns, the Declarant, its successors or assigns, shall have the option to settle same in full by repurchasing the unit from Unit Owner for a sum equal to Unit Owner's original purchase price plus an amount equal to two (2%) percent of said purchase price.

14.07 Amendments to Declaration: The provisions of Article III, Article IV, Article VII, and Section 14.07 of this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against Unit Ownerships. Other provisions of this Declaration (except Section 14.06, which may never be changed without written consent of the Declarant), may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4ths) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such

affidavit. Such change, modification or rescission shall be effective upon recording of such an instrument in the office of the Register of Deeds of Kenosha County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. Any proposed amendments to the Condominium Documents that involve any matter covered by the prior approvals of the Village of Twin Lakes and County of Kenosha shall require the written approval of the applicable governmental body prior to the amendment becoming effective. In the event the approval of the applicable governmental body is not secured, any proposed amendment shall be null and void and of no effect.

14.08 Severability: The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

14.09 Perpetuities and Restraints on Alienation: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of Governor Tommy Thompson and President Bill Clinton.

14.10 Interpretation of Declaration: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class commercial and office condominium development. In the event of any controversy arising under this Declaration, the same shall be submitted to arbitration under the laws of the State of Wisconsin, as a prerequisite to the commencement of any legal proceeding. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting the matter at issue, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the state of Wisconsin as applied to the facts found by him/her/it or them. The expense of arbitration conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in Kenosha County, Wisconsin.

14.11 Indemnity to Board Members: The members of the Board and the officer's thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by members or officers on behalf of the Unit Owners of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners of the Association. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his/her/its percentage interest of all the Unit Owners in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by

such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or the Board or Association.

14.12 Service of Process: All legal notices and service of process which may be made or given to the Unit Owners, Board of Directors or to the development parcel shall be served upon John Economou, 6450 Double Eagle Drive, Unit 724, Woodridge, Illinois 60517. The Unit Owners shall designate such successors as may be required for the aforementioned party at an annual meeting or a special meeting called in accordance with the provisions of Section 6.04 herein.

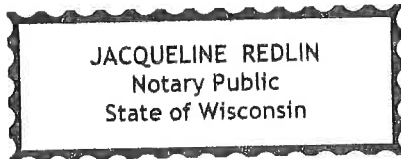
IN WITNESS WHEREOF, 202 Main Street Partners, LLC, has caused its name to be signed to these presents, this 6 day of March, 2025.

202 Main Street Partners, LLC

By: [Signature]
John Economou, Member

STATE OF WISCONSIN)
)ss.
COUNTY OF KENOSHA)

Personally, came before me this 6th day of March, 2025, John Economou to me know to be the person who executed the foregoing instrument.



[Signature]
Notary Public
State of Wisconsin, Kenosha County
My commission:

My Commission Expires
August 14, 2028

THIS INSTRUMENT DRAFTED BY:
Attorney David T. Smith
Law Offices of David T. Smith, LLC
P.O. Box 268
Twin Lakes, WI 53181

School Resource Officer Shared Services Agreement Between

Village of Twin Lakes

And

Randall Consolidated School J1

This School Resource Officer Shared Services Agreement (“Agreement”) is entered into on this ____ day of March, 2025, and effective April 1, 2025, between the Randall Consolidated School J1 (“District”) and Village of Twin Lakes (“Village”) (“Party,” “Parties”). The District and Village mutually agree as follows:

1. The Village will provide one (1) School Resource Officer (“SRO”) to carry out specific duties as outlined in the attached SRO Policy, Procedures, Duties and Responsibilities.
2. The Village will provide twenty-five percent (25%) of the SRO’s Salary and the District will provide 75% of the SRO’s Salary. For purposes of this Agreement, “Salary” shall mean the cost of the SRO’s total wages and benefits package, plus any overtime paid to the SRO while working for the District. The following table shows the estimated payment amounts to be paid by the District to the Village, during the school year, for the initial Agreement term. Actual payments due shall be invoiced by the Village and shall be paid by the District within fifteen (15) calendar days. Final costs will be calculated based upon the SRO’s actual hours worked and also, for years 2028 through 2030, based upon such wage and benefits as are included in ratification of labor agreements. Notwithstanding the above, the District’s annual SRO cost for the 2025 shall be prorated by 75%, as this Agreement will be in effect for only 3/4ths of the year.

2025 (Apr-May & Sept-Dec)		2026 (Jan-May & Sept-Dec)	2027 (Jan-May)	2027 (Sept-Dec)	2028 (Jan-May & Sept-Dec)	2029 (Jan-May & Sept-Dec)	2030 (Jan-May & Sept-Dec)
\$94,606.39 (prorated from \$126,141.85)	Est. Total Ann. Wages and Benefits	\$129,298.12	\$130,927.62	\$132,589.78	TBD	TBD	TBD
\$70,954.79 (prorated from \$94,606.39)	75% Randall Share	\$96,973.59	\$98,195.72	\$99,442.33	TBD	TBD	TBD
\$11,825.80	Monthly Est. Pmt	\$10,774.84	\$10,910.64	\$11,049.15	TBD	TBD	TBD

Based on the estimated figures, the District would make estimated payments of \$70,954.79 from April through May 2025 and \$70,954.79 from September through December 2025. The 2025 overtime rate is \$56.14.

Based upon the estimated figures, the District would make estimated payments of \$10,774.84 from January through May 2026 and \$10,774.84 from September through December 2026. The 2026 overtime rate is \$58.40.

Based upon the estimated figures, the District would make estimated payments of \$10,910.64 for January through May of 2027 and payments of \$11,049.15 from September through December of 2027. The 2027 overtime rate for January through May is \$59.57 and September through December is \$60.91.

Salary for years extending beyond 2027 will be calculated based on the wages agreed upon in the collective bargaining agreement between the Village and the union representing its patrol officers, which includes the SRO.

3. The Village and the District will fund the SRO position as outlined above. Any overtime hours, which are the result of school activities outside of the regular instructional day will be billed separately to the District from regular SRO services by the Village and will not be shared 75/25 but rather will be 100% the District's responsibility. Overtime hours directly related to SRO services during the regular instructional day will be billed pursuant to the 75%/25% proportion set forth in this Agreement.
4. This Agreement shall remain in effect from April 1, 2025 to May 31, 2030. The Agreement shall also automatically renew for additional one-year terms unless affirmatively canceled by either party no less than 90 days in advance of the then-effective expiration date. The SRO cost for each subsequent year shall be the calculated based on the wages agreed upon in the collective bargaining agreement between the Village and the union representing its patrol officers, which includes the SRO.
5. Either Party may terminate this Agreement before the expiration of the term set forth above, provided the Party seeking to terminate this Agreement provides the other Party with at least 3 months' written notice of the intent to terminate this Agreement.
6. In the event that the District terminates this Agreement before the expiration of the term set forth above, the District shall pay to the Village an amount equal to the District's share of costs for the SRO, at the rate then in effect, for one (1) year from the date of cancellation or until the end of the term above, whichever occurs first.
7. During the term of this Agreement, the Parties hereby agree to defend, indemnify and hold harmless each other, including their respective officials, employees, agents and contractors, from and against any claims, suits, damages, costs or expenses whatsoever of any kind and character that may be asserted or assessed against the other due to the acts or omissions of the indemnifying Party. The Parties specifically agree that the SRO is and shall remain an employee of the Village and not an employee of the District. Both Parties

are governmental entities entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained herein shall waive the rights and immunities to which each Party may be entitled under law, including all of the immunities, limitations and defenses under Wis. Stat. § 893.80, or any subsequent amendments thereof, any federal law, common law or other applicable laws.

8. The SRO position shall be subject to the Policies, Procedures, Duties, and Responsibilities (“Policies”) listed in Exhibit A hereto. To the extent the Policies necessitate modification during the term of this Agreement in order to better suit one or both Parties’ needs, the Parties shall work cooperatively and in good faith to amend such Policies as reasonably necessary.

Village of Twin Lakes

(Name of Village)

Randall Consolidated School J1

(Name of School District)

(Village President)

(School District Administrator)

(Village Clerk)

(Village Police Chief)

Exhibit A

SRO Policy, Procedures, Duties and Responsibilities

1. Employment of the School Resource Officer (SRO)_by Randall Consolidated School J1 (“District”)
 - a. The SRO shall be an employee of the Village of Twin Lakes Police Department (“Village PD”) and shall be subject to the administration, supervision, and control of the Village PD.
 - b. The SRO shall be subject to all personnel policies and practices of the Village PD, except as such policies or practices may be modified by the terms and conditions of this Agreement.
 - c. The Village PD, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
 - d. The District may make recommendations for the SRO positions to the Chief of Police who shall assign the SRO. A Building Administrator (“Principal”) who is dissatisfied with a SRO’s performance shall document their concerns and provide them to the Chief of Police
 - e. One (1) SRO shall be assigned to the District throughout the school year.
2. Duty Hours
 - a. SRO duty hours shall be determined by the provisions of the labor agreement between the Village PD and the Twin Lakes Professional Police Association. Whenever possible, it is the intent of the parties that the SRO’s duty hours shall conform to the school day.
 - b. It is understood and agreed that time spent by the SRO attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as the SRO shall be considered hours worked under this Agreement.
 - c. In the event the SRO is absent from work, the SRO shall notify his or her supervisor at the Village PD who shall contact the Administrator of the school to which the SRO is assigned.
3. Duties of School Resource Officers
 - a. During the school year, the SRO (s) shall:
 - i. Handle calls that are related to the school and would normally be directed to police.
 - ii. Report all significant incidents to a police supervisor.
 - iii. Investigate and follow up on crimes reported at the schools.

The SRO investigating a juvenile or assisting other law enforcement officers with the custody or investigation of a juvenile, will attempt to conduct such police activities off school premises when possible. The SRO will use their best efforts to communicate with the Principal on day-to-day police activities conducted at school buildings. Because of the sensitive nature of some juvenile investigations or so as not to compromise an investigation, it may not always be possible for the SRO to disclose information immediately to the Principal. In those situations, the Principal will be notified as soon as reasonably practicable.

- iv. Work closely with fellow officers of the Village PD in matters relating to the schools, youth gangs, and the community.
- v. Assist the District with the prevention of crime and delinquency on campus.
- vi. Strive to increase student understanding and respect for law enforcement through interaction in informal situations and activities that aligns with District School Board policies and procedures.
- vii. Interact with students and be a focal point for quelling unrest on campus.
- viii. Develop and maintain lines of communication between school staff, students, parents, and the Village PD and District.
- ix. Serve the school and the community as a source of information regarding Village PD functions.
- x. Provide officer in-classroom programs when requested. This may include educational presentations to school staff and students regarding the criminal justice system, criminal activity, substance abuse education, and driving education.
- xi. Assist school staff in establishing policies and procedures that will contribute to the safety of the school staff and students.
- xii. Participate in student counseling and parent conferences when appropriate.
- xiii. Provide testimony and technical assistance to the District at expulsion hearings or other proceedings when necessary and appropriate.
- xiv. Participate as a member of a school attendance review board, if/as applicable. Coordinate and supervise security measures at school activities in conjunction with the Principal including sports events, dances, plays, etc.
- xv. Work with the District in identifying gang activity or potential gang activities as related to school safety.

- xvi. Attend periodic meetings of school resource officers and related organizations.
- xvii. Be a positive role model for youth through positive interaction and projection of a professional image.
- xviii. Provide training for campus staff on maintaining a safe and secure environment.
- xix. Participate in the District's safety committee meetings as necessary.
- xx. Participate in District crisis intervention prevention training that involves de-escalation strategies. This training will not supersede or alter the training the SRO receives through the Department or Wisconsin Training and Standards. Should there be a difference in approach or procedure, and if time permits, the SRO will communicate the difference in approach or procedure to the Principal to eliminate confusion. In any matter involving public safety, the SRO's training and experience will take precedence.
- xxi. Be familiar with and comply with District policies and procedures.

6. Chain of Command

- a. As employees of the Village PD, the SRO will be subject to the chain of command of the Village PD.
- b. In the performance of his or her duties, the SRO shall coordinate and communicate with the Principal or the Principal's designee of the school.

7. Access to Education Records

- a. The confidentiality of student records is established in state and federal law and school officials have the responsibility to justify the release of such confidential information.
- b. The SRO is hereby individually designated by the District's Board of Education (Board) and assigned to the District such that the SRO has a "legitimate educational interest," including safety interest, in accessing student records in accordance with Wis. Stat. § 118.125(2)(d) and the Family Educational Rights and Privacy Act ("FERPA").
- c. The District shall share the attendance record of any student with the Village PD if the Village PD certifies in writing that the student is subject to investigation for truancy or committing a criminal or delinquent act.
- d. The District shall share directory data, which may include the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, period of time the student is/was enrolled in school, photographs, degrees, and awards received. Wisconsin state law and the Family Education Rights and Privacy Act (FERPA) prohibits the District from sharing any other records.

- e. The District shall release to the Village PD copies of student records, including, but not limited to directory data/information, on its own initiative or at the request of the Village PD, in accordance with applicable law.
- f. In the event that the District makes any disclosure of student records pursuant to this Agreement, such a disclosure shall be treated in accordance with Wis. Stat. §§ 118.125 and 938.396, as well as FERPA and applicable regulations, including but not limited to the following criteria:
 - i. The disclosure of records is made pursuant to this Agreement.
 - ii. The disclosure of records (1) is in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual; (2) is necessary to effectively serve the student in the juvenile justice system, including to provide services to the student before adjudication; and/or (3) relates to an ongoing investigation or pending delinquency petition.
 - iii. Records provided to the Village PD shall not be disclosed (re-disclosed) to any other person, except as authorized by law.
- g. A school psychologist, counselor, social worker, nurse, or any teacher or administrator who is designated by the Board to engage in alcohol and other drug program activities is prohibited by state law from sharing information received that the student, or another student, is using or experiencing problems resulting from the use of alcohol or other drugs.

8. Access to Police Records

- a. The Principal may request law enforcement records of a student enrolled within the Principal's school from the Village PD.
- b. The Village PD shall release to the District copies of records pertaining to a student enrolled in the District on the Village PD's own initiative or at the request of the District, in accordance with applicable law, specifically including records related to:
 - i. The use, possession or distribution of alcohol, controlled substances or controlled substance analog;
 - ii. The illegal possession by a juvenile of a dangerous weapon as defined in Wis. Stat. § 939.22(10);
 - iii. An act for which the juvenile was taken into custody based upon a law enforcement officer's belief that the juvenile was committing or had committed a violation of any state or federal law; and
 - iv. An act for which the student has been adjudged delinquent.
- c. The District shall not disclose the information received under this section to the student or parent(s)/guardian(s) of the student without first receiving authorization from the

SRO/Village PD that such disclosure will not adversely affect an ongoing investigation. The District shall redact the records, as necessary, prior to such disclosure.

- d. The Village PD will immediately notify the District of any person enrolled in or employed by the District that is registered with the Department of Corrections (DOC) as a sex offender.
- e. Upon request, and within a reasonable amount of time, the Village PD will provide the District with information as it relates to calls for service handled by the SRO in the District. This information may be limited to date, time, and the type of call for service until investigative efforts are exhausted.

9. Procedures

- a. The SRO will not be involved in school discipline.
- b. If the Principal believes that a municipal or criminal violation has occurred or is about to occur, the Principal will request SRO involvement who in turn will conduct an investigation in conformance with Village PD procedures and District Policies.
- c. The Principal shall conduct his/her own investigation into whether the student violated school rules. This investigation may be conducted in conjunction with or separate from the SRO's investigation, but the school may not use the law enforcement officers' records as the sole basis for disciplinary action.
- d. If the SRO or the Village PD receives information of an ordinance violation or crime on campus, the SRO will notify the Principal as soon as practical of any such violation before initiating an investigation, unless the matter poses an imminent danger.
- e. The SRO shall notify the Principal of the results of an investigation into an on-campus incident as soon as possible, if permitted by law.
- f. It will be the responsibility of the SRO to report and process all crimes originating on campus to the Village PD. Information on cases that are worked off-campus by the Village PD or other agencies involving students on a campus served by a SRO will be provided to the SRO.

10. Police Interviewing Students at School

- a. Students may be interviewed during school hours by the SRO.
- b. At no point shall a District official or staff member offer legal advice to the student or parents when involved in an interview or apprehension.
- c. The SRO or other Village PD police officer does not need to contact the parent or guardian of a student if the interview is initiated by a student, involves child abuse involving the parent or guardian, or when an imminent matter of health or safety is concerned.

- d. When reasonable and practical, the Village PD and District will otherwise comply with the provisions of District policy when acting under this Section.

11. Taking a Student in Custody

- a. The SRO will notify the Principal as soon as practical if a student will be placed in custody.
- b. The SRO will work with the Principal to ensure the process of taking the student in custody is least disruptive to the school environment while maintaining officer safety considerations.
- c. When reasonable and practical, the Village PD and District will otherwise comply with the provisions of District policy when acting under this Section.

12. Off-Duty Carrying of Firearms

- a. Law enforcement officers employed by the Village PD shall be permitted to possess firearms, including concealed firearms, on school property while not acting in their official capacities as “on-duty” officers, pursuant to Wisconsin Statutes. To avoid any disruption which could result, off-duty officers who choose to possess a firearm on school property under this Agreement shall do so in compliance with Village PD policy.
- b. Law enforcement officers covered by this Agreement are authorized and permitted and therefore shall continue to take any and all steps that their oath and duties to the public require, including when off-duty on District premises or property as said oath and duties so require.

13. Administrative

- a. The Police Chief will speak with the Principal bi-monthly to monitor SRO performance.
- b. The Principal will provide the Police Chief with a list of special events that the SRO is requested to attend. This list will include dates, with suggested times for SRO coverage. The Village PD understands the list will not be all inclusive and at times the Principal or District may make a “last minute request.” This should be directed to the SRO, who will communicate the request for approval through the proper Village PD chain of command. Assignment for such events will be at the sole discretion of the Chief of Police.

**KENOSHA DRUG OPERATIONS GROUP
AGREEMENT BETWEEN
THE KENOSHA COUNTY SHERIFF'S OFFICE
VILLAGE OF TWIN LAKES POLICE DEPARTMENT**

I. AUTHORITY

The “**KENOSHA DRUG OPERATIONS GROUP**” hereinafter referred to as **KDOG** is formed under authority of §66.0301, Wisconsin Statutes, and entitled “Intergovernmental Cooperation.”

II. MISSION

To combine and coordinate the law enforcement resources of the Kenosha County Sheriff's Office and the Village of Twin Lakes Police Department to the enforcement effort associated with the illegal use, abuse, and distribution of controlled substances.

III. COUNTY-WIDE JURISDICTION

The Kenosha Sheriff's Office is hereby designated the “Lead Agency” and will provide supervision over KDOG. Village of Twin Lakes Police Officers who are assigned to KDOG shall be deputized by the Kenosha County Sheriff, and shall thereafter act in KDOG matters with countywide jurisdiction.

IV. TECHNICAL SUPPORT

KDOG may seek technical support from any unit of government willing and able to provide it. Specifically, they may call upon the District Attorney, or designee thereof, for legal advice, legal training and assistance in procuring wiretaps and search warrants.

V. RESPONSIBILITY OF MEMBER AGENCIES

- A. Contribute state trained and certified law enforcement officers.
- B. Update the training of a contributed law enforcement officer.
- C. Pay wages, salary, fringe benefits, retirement contributions, social security contributions, disability retirement contributions or benefits, unemployment compensation contributions or benefits, and workers compensation benefits of a contributed law enforcement officer as determined by the governing body of the respective unit of government, by labor agreement, or by operation of law.
- D. Determine and pay for, where applicable, sick leave, vacation leave, overtime pay, unpaid leave, other paid leave, and compensatory time off of a contributed law enforcement officer, and monitor and enforce the same.
- E. Defend or provide a defense to a contributed law enforcement officer in any suit, proceeding, or action at law or equity where required to do so by State Law, where the underlying incident arises out of any KDOG action.
- F. Pay all warranted and legitimate claims, losses, judgments, damages, expenses, costs and awards of attorney fees to the extent they owe, which arise out of KDOG actions of a contributed law enforcement officer, the member law enforcement agency or their governmental units.
- G. Amend their insurance policies, if any, to afford the protection herein required.
- H. Equip and maintain the equipment of contributed law enforcement officers. Said equipment to be the property of the member law enforcement agency.
- I. Share the miscellaneous costs and expenses of KDOG operation.

- J.** Insure, or otherwise be responsible for any loss or damage to equipment furnished to and utilized by its contributed law enforcement officer.
- K.** Follow KDOG Policy and Procedure Manual.
- L.** The Village of Twin Lakes Police Department Officer(s) shall participate at a minimum of three (3) working days per month. A Village of Twin Lakes Police Department Officer may work no more than twenty (20) working days per month.
- M.** The Village of Twin Lakes Police Department may request reimbursement for overtime expenses incurred resulting from KDOG investigations. Requests for reimbursement shall be submitted in writing to the Kenosha Sheriff's Office Fiscal Services Manager quarterly. These requests shall be submitted within 10 days of the completion of the quarter. The Kenosha Sheriff's Office Fiscal Services Manager is responsible for approving these requests based on available budgets including but not limited to applicable State or Federal Grant Funds. If the Sheriff's Office does not have funds available, the Village of Twin Lakes Police Department shall be responsible for any overtime expenses incurred by its officers.

VI. FACILITIES

KDOG shall operate out of facilities provided by the Sheriff's Office and Village of Twin Lakes Police Department.

VII. RECORDS

KDOG records shall be established and maintained in accordance with policies and procedures of the Kenosha County Sheriff's Office and the Bureau of Justice Assistance - U.S. Department of Justice Criminal Intelligence Systems Operating Policies (28 CFR Part 23).

VIII. ARREST STATISTICS

Arrests by KDOG officers will be credited to KDOG. However, for uniform crime reporting statistical data, arrest statistics will be credited to the Sheriff's Office. KDOG will provide the Office of Justice Assistance with quarterly and annual reports of the unit's activities.

- A. The Sheriff's Office and Village of Twin Lakes Police Department agree to submit the required uniform crime reports in a timely manner.
- B. KDOG will provide to the State of Wisconsin Office of Justice Assistance, whenever applicable, within thirty (30) days from the date of conviction, the certified records of aliens who have been convicted of violating the criminal laws of the state.

IX. EVIDENCE

Evidence collected by KDOG will be labeled as such, and maintained by Kenosha City/County Joint Services in its evidence facilities located 1000 – 55th Street, Kenosha , WI 53140.

X. PRESS RELEASES/CONFERENCES

Press releases and conferences will be the responsibility of the Kenosha County Sheriff's Office. Participating agencies shall not publish information, including on social media, related to KDOG investigations without the permission of the KDOG Commander, Captain of Operations, or Public Information Officer.

XI. USE OF STATE AND FINANCIAL FUNDS

The participants agree not to use anti-drug abuse funds for the purchase of radio, newspaper, or other public media advertising or announcements.

XII. COOPERATION

KDOG will cooperate with all non-member law enforcement agencies with respect to the exchange of information and status reports. When conducting investigations outside Kenosha County, KDOG shall cooperate with the appropriate law enforcement agency for that jurisdiction.

XIII. CONFIDENTIAL FUNDS

KDOG agrees to comply with the United States Department of Justice - Asset Forfeiture and Money Laundering Section (AFMLS) guidelines under the Department of Justice - Equitable Sharing Program in the use and distribution of confidential funds.

XIV. SEIZED PROPERTY

All property, other than controlled substances, which is seized and to which title is procured under Federal or State law, shall, where authorized, become the property of KDOG, and the Sheriff will determine its disposition.

XV. EQUIPMENT

All equipment, which is purchased with State of Wisconsin Office of Justice Assistance (OJA) and/or the Wisconsin High Intensity Drug Trafficking Areas (HIDTA) Grant Funds, will remain property of KDOG. Such equipment shall be made available to all participating agencies in KDOG provided it does not interfere with unit operations. Any costs associated with the loan of such equipment such as repair or replacement shall be the responsibility of the agency loaned the equipment.

XVI. FIDUCIARY RESPONSIBILITY

The Sheriff's Office serves as the fiduciary, i.e. manager of the funds, to receive and distribute funds.

There are three funds managed for the KDOG Unit operations: Federal Equitable Sharing Fund, the Non-Forfeiture / Cannabis Eradication and Suppression Effort (CEASE) fund, and the Wisconsin State Forfeiture Fund.

The Sheriff's Office maintains an independent accounting of each of these funds. (i.e. receipting and distribution of funds). The Sheriff's Office maintains the financial records of the three funds as follows:

- The Federal Equitable Sharing Fund financial transactions are managed in a separate Fund established on the Kenosha County jurisdictional accounting system.
- The Non-Forfeiture / CEASE fund and the WI State Forfeiture Fund are located in separate bank accounts through Blackhawk Credit Union.
- Each of these accounts may consist of a Savings Account, Checking Account and/or a Money Market Account.

The KDOG Unit has an Equitable Sharing Agreement with the federal Asset Forfeiture Money Laundering Section (AFMLS). The Office of Sheriff is the Governing Body Head for the KDOG Unit Equitable Sharing Agreement. The Agency Head is the Sheriff's Office Sergeant assigned as the Commander of the KDOG Unit. Federal Equitable Sharing funds must be used in accordance with the 2024 Guide to Equitable Sharing for State and Local Law Enforcement Agencies. The Sheriff, or his designee, is responsible for completing the Annual Equitable Sharing Agreement and Certification document that details the funds received and spent.

Signatory for the Non-Forfeiture / CEASE Fund bank account at Blackhawk Credit Union are the Sheriff of Kenosha, Chief Deputy, Captain of Field Operations, Lieutenant of Investigations, and the KDOG Unit Commander.

Signatory for the WI Forfeiture Fund bank account are the Sheriff, Chief Deputy, Captain of Field Operations, Lieutenant of Investigations, and the KDOG Unit Commander.

The Kenosha Sheriff's Office Administrative Associate assigned to the KDOG Unit, the Sheriff's Office Administrative Accounting Associate and the Sheriff's Office Fiscal Services Manager handle the day-to-day accounting transactions of the three funds.

If Twin Lakes Police Department is involved in any federal seizure under this Agreement, it may request funds not to exceed 10% under the Federal Asset Sharing Program. Request of these funds shall be made through the Department of Justice Asset Sharing Portal by individual agencies. Twin Lakes Police Department will be responsible for adhering to all federal guidelines including but not limited to financial and spending requirements.

If assets are seized through the State of Wisconsin and Kenosha County Sheriff's Office files the seizure, the Sheriff's Office will distribute an amount not to exceed 10% of the assets to the Twin Lakes Police Department. The amount distributed to the Twin Lakes Police Department will be dependent on the agency's overall financial and administrative contribution to the seizure.

XVII. TERMINATION OF MEMBERSHIP

Upon ninety (90) day advance written notice the Village of Twin Lakes Police Department may withdraw from KDOG.

XVIII. DISSOLUTION

Should KDOG dissolve, the Sheriff's Office shall withdraw their initial investment (funds) in the unit and the Village of Twin Lakes Police Department shall then withdraw their workers and equipment in proportion to the size of their contributions.

Equipment shall at the time of purchase be designated to either the Sheriff's Office or Police Departments with a current property list being maintained by the KDOG Supervisor.

The Village of Twin Lakes Detective shall return to their home agency. The Kenosha Sheriff shall rescind the Village of Twin Lakes Police Department's Officer's countywide arrest powers.

XVIII. MODIFICATION

This Operating Plan may be modified, from time to time, with the consent of the Sheriff and Village of Twin Lakes Chief of Police.

BY THE SHERIFF OF KENOSHA COUNTY, THIS _____ DAY OF _____, 2025

Sheriff David W. Zoerner

BY THE VILLAGE TWIN LAKES POLICE CHIEF, THIS _____ DAY OF _____, 2025

Chief Katie Hall

Date: 03-13-2025

From: Sgt Kevin Saunders,

To: Twin Lakes Village Board

Subject: Proposed changes to Twin Lakes Village Ordinance 368.36.050 Additional Traffic Rules.

The Twin Lakes Lake District has approached the Twin Lakes Police Department and requested that the area to the south of the Hazard buoys on the south end of Lake Elizabeth be changed to a Slow No Wake Zone (SNW).

I have consulted with the area WI DNR Recreation Warden on the steps to accomplish this. The first step in this process would be to create an ordinance defining the area as a SNW zone. It should also be examined if this ordinance would greatly impact the public's use of this area of the lake. After the ordinance is passed then we would seek permission from the WI DNR recreation Warden for approval to place the buoys as described. I don't anticipate any issues with this once the ordinance is approved.

Based off my experience most boating traffic already operates at a SNW speed in this area for multiple reasons. Three things already cause traffic to go SNW in this area, the hazard of the old Trestle underwater, the west side it is very shallow and the close proximity to the public docks/launch area. Officially restricting traffic to a SNW speed in this area in my opinion would not impact the normal use of this area by the public. Many boaters already think it is a SNW restricted area.

While looking into adding this area to the ordinance I noted some discrepancies in the wording of the ordinance when compared to how the buoys on the lakes are currently installed each season. As well the ordinance make reference to properties by their original subdivision Lot numbers rather than the more recent and common parcel numbers. I have attached several documents to show the changes proposed.

1. Ordinance showing changes to Language.(Deleted text – red with Strike through, New Text – Blue)
2. Final draft of proposed new ordinance language
3. Map with overlays of Lake Mary Northwest bay
4. Map with overlays of Lake Mary Southwest bay
5. Map with overlays of Lake Elizabeth Northwest Bay
6. Map with overlays of Lake Elizabeth proposed new South SNW zone
7. Current Public works Map for installing all buoys

Thank you for your attention on this matter.

Sgt. Kevin Saunders #709 TLPD

368.36.050 Additional Traffic Rules.

In addition to the traffic rules in Section 30.65 of the Wisconsin Statutes, the following rules shall apply to boats using the waters covered by this Chapter:

A. Boats leaving or departing from a pier, dock or wharf shall have the right-of-way over all watercraft approaching such dock, pier or wharf;

B. Boats propelled entirely by muscular power shall yield the right-of-way to sailboats when necessary to avoid the risk of collision;

C. Anchoring, drifting or mooring of houseboats is prohibited from twelve (12:00) midnight to sunrise, but where the houseboat is moored to shore, with written permission of the property owner, and where suitable shore sanitary facilities are available for use by the occupant, such use is permitted. The provision of this subsection is required in the interest of public health, safety and welfare;

D. No person shall operate a motorboat at a speed in excess of slow-no-wake speed in those bay waters of Lake Mary lying within the following described lines: Beginning at a point on the southern most north corner line of Parcel Number 85-4-119-213-2492, Lot 11,

~~Resbud Subdivision which~~ Which intersects Lake Mary and extending to the point on the North corner of easterly line of Parcel #: 86-4-119-282-2215, Lot 1 of

~~Indian Point Subdivision~~ which intersects Lake Mary, and from the southeast corner of Parcel #: 86-4-119-282-2290 Lot 16, Indian Point

~~Subdivision Addition~~ to the channel side of Parcel #: 86-4-119-282-3140 Lot 1 of Mount Moriah Subdivision.

1. No person shall operate a motorboat at a speed in excess of slow-no-wake in those bay waters of Lake Elizabeth lying within the following described lines: T to the west of the following line: Beginning at the southernmost point on Parcel Number 86-4-119-291-2075~~291-~~

2075, Latitude N 42 30'56.62" Longitude W 088 16'23.85", also known as Boy Scout Island, which intersects Lake Elizabeth and extending to the point ~~where~~ the north west corner ~~h~~ line of Parcel Number 86-4-119-294-3027~~294-3036~~, Latitude N 42

30'45.87 " Longitude W 088 16'24.24", (Hickory Point) intersects Lake Elizabeth and; to the South of the following Line: From the North lot line of Parcel #86-4-119-323-2046 (Sunset Beach) which intersects Lake Elizabeth extending east to south lot line of Parcel # 86-4-119-324-3050 which intersects Lake Elizabeth.

**368.36.050 Additional
Traffic Rules.**

In addition to the traffic rules in Section 30.65 of the Wisconsin Statutes, the following rules shall apply to boats using the waters covered by this Chapter:

A. Boats leaving or departing from a pier, dock or wharf shall have the right-of-way over all watercraft approaching such dock, pier or wharf;

B. Boats propelled entirely by muscular power shall yield the right-of-way to sailboats when necessary to avoid the risk of collision;

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D. No person shall operate a motorboat at a speed in excess of slow-no-wake speed in those bay waters of Lake Mary lying within the following described lines: Beginning at a point on the southernmost corner of Parcel Number 85-4-119-213-2492, Which intersects Lake Mary and extending to the point on the North corner of Parcel #: 86-4-119-282-2215, Which intersects Lake Mary, and from the southeast corner of Parcel #:86-4-119-282-2290 to the channel side of Parcel #: 86-4-119-282-3140.

1. No person shall operate a motorboat at a speed in excess of slow-no-wake in those bay waters of Lake Elizabeth lying within the following described lines: To the west of the following line: Beginning at the southernmost point on Parcel Number 86-4-119-291-2075, Latitude N 42 30'56.62" Longitude W 088 16'23.85", also known as Boy Scout Island, which intersects Lake Elizabeth and extending to the point the North West corner of Parcel Number 86-4-119-294-3027, Latitude N 42 30'45.87 " Longitude W 088 16'24.24", (Hickory Point) intersects Lake Elizabeth and to the South of the following Line: From the North lot line of Parcel #86-4-119-323-2046 (Sunset Beach) which intersects Lake Elizabeth extending east to south lot line of Parcel # 86-4-119-324-3050 which intersects Lake Elizabeth.

Parcel Features

Parcel # 85-4-119-213-2721

Owner [REDACTED]

Address 804 ROSEBUD AVE

Acres 0.3

Municipality VILLAGE OF TWIN LAKES

Clear Results

Parcel Features

Parcel # 86-4-119-282-2215

Owner [REDACTED]

Address 304 INDIAN POINT RD

Acres 0.25

Municipality VILLAGE OF TWIN LAKES

Property #: 86-4-119-282-2215 Tax Year: 2025

General Legal Values Taxes Buildings Special

Abbreviated Legal Description

(See recorded documents for a complete legal description)

1045-J-1 PT LOT 1 INDIAN PT SUB SEC 28 T 1 R 19 COM SE COR L O DEG 47° E 51.5 FT N 50 DEG 39' E 51.75 FT S 49 DEG 57' E 65 FT S 3

Property #: 85-4-119-213-2721 Tax Year: 2025 Bill Number: 0 Current Owner: CAVA

General Legal Values Taxes Buildings Special Extras WMASS

Abbreviated Legal Description

(See recorded documents for a complete legal description)

LOTS 11 & 12 ROSEBUD SUB SW 1/4 SEC 21 T 1 R 19 (1996 COMB 85-4-119-213-2720 A -2725) V1405 P11 V1340 P425 DOC #1016930



Parcel Features

Parcel # 85-4-119-213-2492

Owner [REDACTED]

Address BAY VIEW AVE

Acres 0.2

Municipality VILLAGE OF TWIN LAKES

Line as Ordinance Currently reads

Line how it gets put in and with proposed changes to Ordinance

NOTE: GAP EXISTING IN LEGAL DESCRIPTIONS, (INDIAN POINT SUBDIVISION, COMMUNITY BATHING BEACH)

(w)

Feature Details:

Parcel Features

Clear Results

Parcel Features

Parcel # 86-4-119-282-2290
Owner [REDACTED]
Address 353 INDIAN POINT RD
Acres 0.2
Municipality VILLAGE OF TWIN LAKES

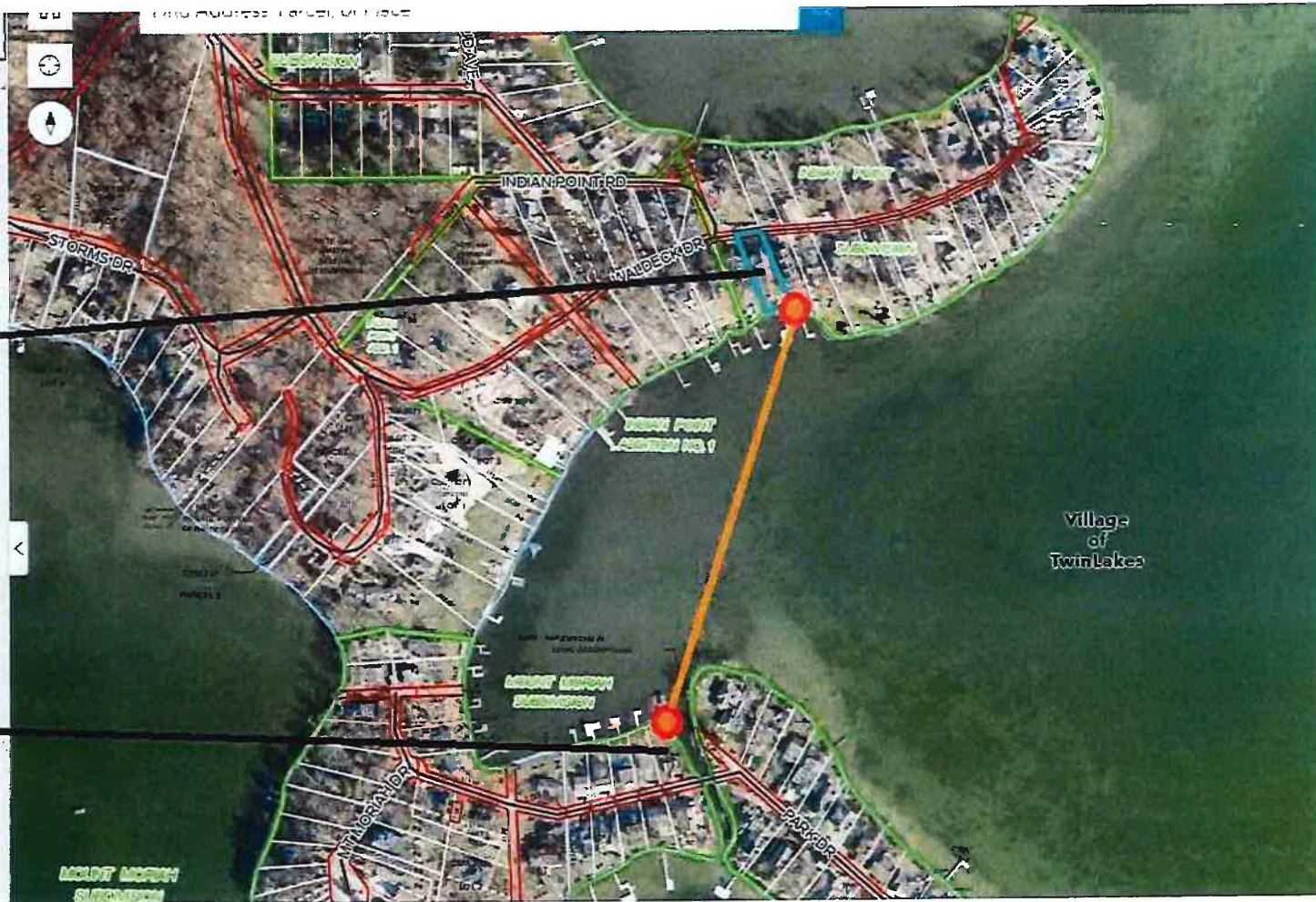
View Parcel in Property Inquiry

Zoom to Feature

Search Surveys

Search Real Estate Parcel Features

Parcel # 86-4-119-282-3140
Owner [REDACTED]
Address 301 WEST PARK DR
Acres 0.45
Municipality VILLAGE OF TWIN LAKES



4

Feature Details:

Parcel Features

Clear Results

← Parcel Features →

Parcel #	86-4-119-291-2075
Owner	[REDACTED]
Address	1243 LANCE DR
Acres	14.1
Municipality	VILLAGE OF TWIN LAKES

View Parcel in Property Inquiry

Zoom to Feature

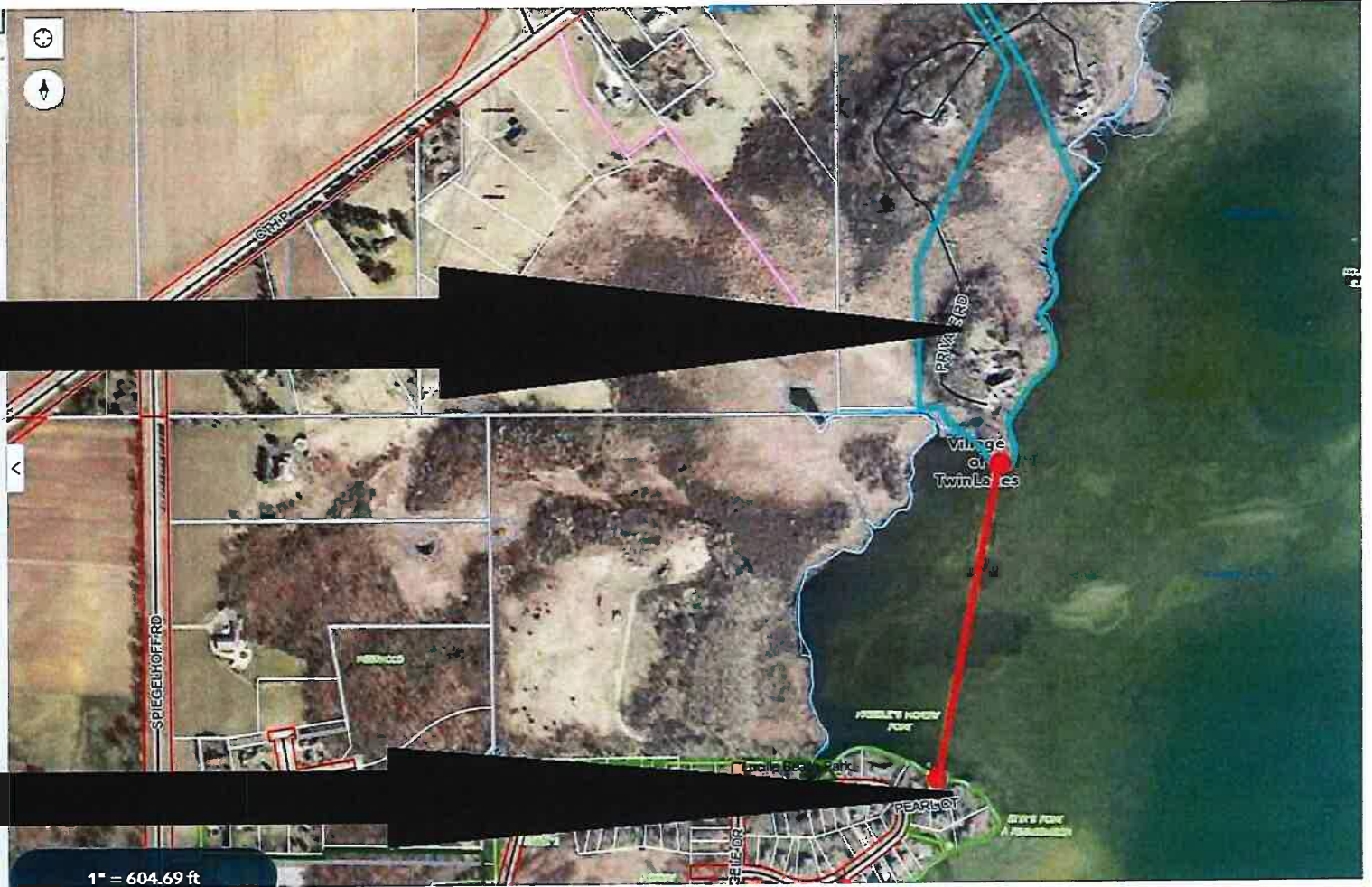
Search Surveys

Search Real Estate Docs

Search Permits

← Parcel Features →

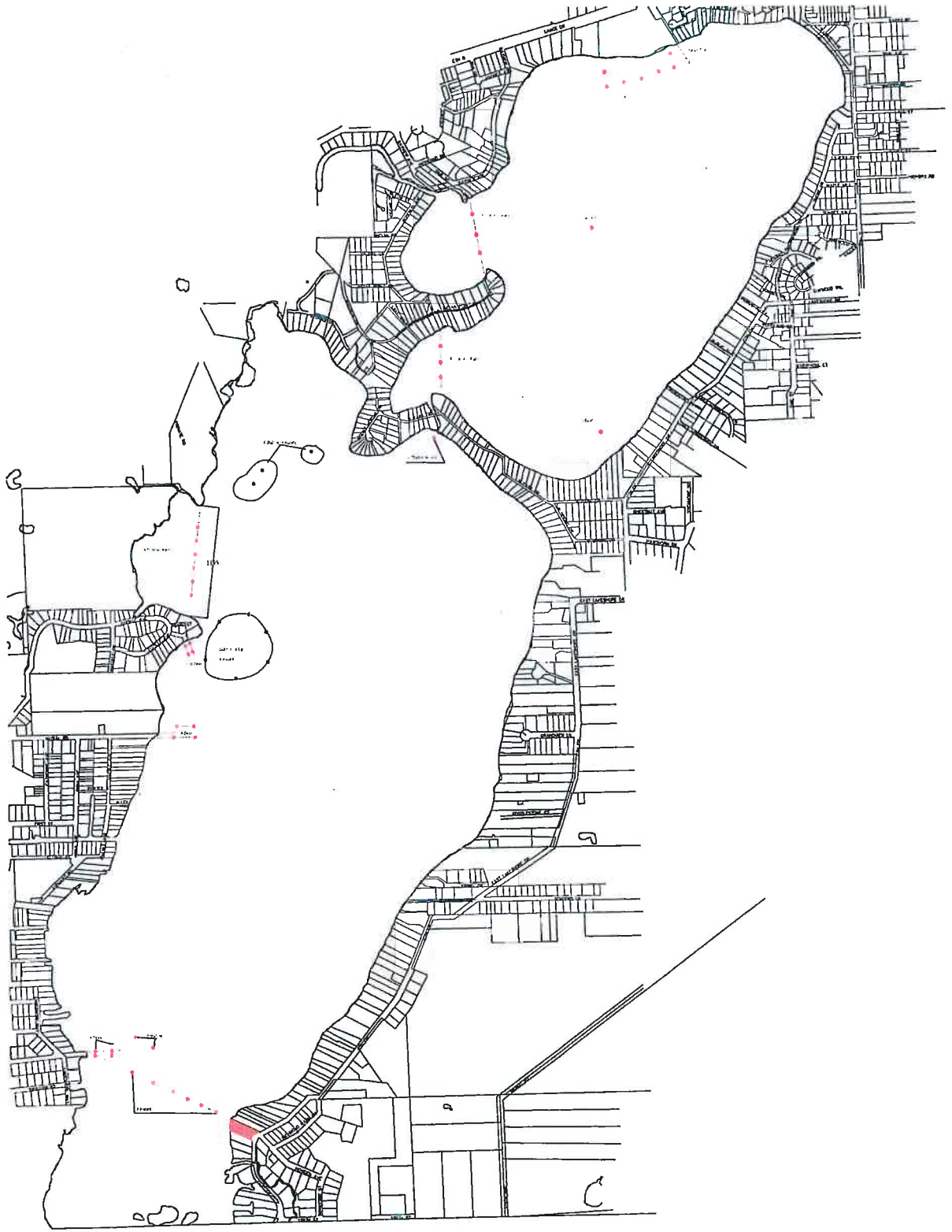
Parcel #	86-4-119-294-3027
Owner	[REDACTED]
Address	1202 PEARL CT
Acres	0.5
Municipality	VILLAGE OF TWIN LAKES



5



②



MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU"), effective as of the date last executed by any party below, by and between **AQUANUTS WATER SHOWS, INC.** ("Aquanuts") and **THE VILLAGE OF TWIN LAKES** ("the Village").

RECITALS

1. Aquanuts is a nationally recognized and award-winning waterskiing organization that seasonally organizes and performs water ski shows in the Village from the Village's "Lance Park" ("the Park"); and,

2. Aquanuts was recently awarded multiple charitable grants to improve its equipment, to bolster the quality of its performances, and to make the organization's operations more sustainable; and,

3. One of the charitable grants extended to Aquanuts, from the Clinton Family Fund ("the Fund"), is for an award of up to \$100,000, conditioned, however, upon Aquanuts obtaining a dollar-for-dollar matching amount from other funding sources; and,

4. Aquanuts and the Village have discussed the Village making an investment in improved park facilities in and around the Park as potentially constituting the matching contribution to the Fund's grant, and the Fund recently confirmed to Aquanuts that such an investment by the Village in the Park would, in fact, count as matching funding to sustain the Fund's grant; and,

5. The Village is open to making a substantial investment in the Park, up to \$100,000, provided that Aquanuts also makes a substantial investment, which is estimated to be approximately 3:1 relative to the City's investment, meaning at least three dollars in labor, materials, equipment, and volunteer work invested by Aquanuts for every one dollar invested by the Village; and,

6. The Village and Aquanuts, therefore, desire to memorialize the investments that each will make to improving facilities at the Park, all as set forth in greater detail in this MOU and subject to the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1. Recitals. The above Recitals are true and correct and incorporated herein.

2. Aquanuts Improvements. Aquanuts shall complete the Park improvements listed on Exhibit A hereto ("Aquanuts Improvements"). Exhibit A shall also detail Aquanuts' estimated costs for completing the Aquanuts Improvements, which total amount shall be at least three times the Village's estimated total costs under under this MOU. Aquanuts' reasonably anticipated volunteer time shall be priced at \$15 per hour. The Aquanuts Improvements shall be completed by the Aquanuts and its chosen contractors at the sole expense of the Aquanuts. The Aquanuts shall have, by virtue of this MOU, the Village's permission to complete the Aquanuts Improvements in the Park, but no construction of the Aquanuts Improvements may commence within the Park without the prior, written approval of Village staff as to all final designs, plans, and construction specifications. Aquanuts shall be responsible for obtaining any permits required for the Aquanuts Improvements. Aquanuts or its chosen contractor(s) shall warrant to the Village the quality of the workmanship of the Aquanuts Improvements for two years from the date of their acceptance by the Village.

3. Aquanuts Improvements Construction Requirements. Because the Aquanuts Improvements are being donated to the Village, per Wis. Stats. §§ 61.54 and 62.15(1e), such work need not be formally bid out. However, Aquanuts shall ensure that all its contractors and volunteers have insurance coverage reasonably acceptable to the Village, including the provision to the Village of certificates of insurance and required endorsements upon request, and shall also ensure that the Village is named as an additional insured thereunder, on a primary and non-contributory basis. Aquanuts shall also ensure that its contractors post a payment bond or other security to guarantee the payment to any/all subcontractors, suppliers, and service providers for the Aquanuts Improvements. In order to minimize any disruption to the Park during the summer months when it is most utilized by Village residents, Aquanuts shall satisfactorily complete the Aquanuts Improvements (other than the sound towers, which shall be completed by December 31, 2025) by no later than May 31, 2025 ("Completion Deadline").

4. Acceptance of Aquanuts Improvements and Future Maintenance. During construction of the Aquanuts Improvements, Aquanuts and/or its contractor(s) shall allow and fully cooperate with periodic inspection of such work by the Village's chosen experts. The costs of such inspections shall be borne by the Village and shall count toward the Village's matching contribution towards the Fund's matching grant. Upon completion, the Aquanuts Improvements shall be inspected by the Village's chosen expert and any required corrections

thereto shall be made by Aquanuts. Following the completion any necessary corrections, at Aquanuts' expense, and the provision to the Village of lien waivers from any and all suppliers, subcontractors or service providers, the Village shall accept the Aquanuts Improvements by letter to the Aquanuts. Thereafter, title to the Aquanuts Improvements shall transfer to the Village, without payment of any compensation to Aquanuts by the Village, and the Village shall assume all responsibility for the on-going maintenance thereof, other than as to the workmanship warranty required hereby, and other than with respect to the sound system to be installed as part of the Aquanuts Improvements, which sound system shall continue to be maintained by Aquanuts at Aquanuts' cost for as long as Aquanuts continues to use the Park.

5. Village Improvements. The Village shall complete the Park Improvements listed on Exhibit B hereto. ("Village Improvements"). The Village shall bid out and complete the Village Improvements under applicable public bidding laws, but the reasonably estimated cost to complete the Village Improvements shall also be indicated on Exhibit B. The Village shall commence construction of the Village Improvements as soon as the design and public bidding process is completed, which is estimated to be _____, 2025. All Village's costs relating to the bidding and completion of the Village Improvements, and all Village costs pertaining to inspecting and approving the Aquanuts Improvements, shall constitute and shall be reported to Aquanuts as the Village's matching contribution to the Fund's matching grant. The Village's total costs relating to the Village Improvements is estimated to be at least the Fund's \$100,000 matching grant amount, but the Village's eventual expenditure of less than \$100,000 shall not constitute a breach of this MOU, it being agreed by the parties that Aquanuts will report such actual Village expenditure to the Fund and then adjust the Fund's matching grant, as necessary.
6. Aquanuts Continued Use of the Park. Following the Village's acceptance of the Aquanuts Improvements, Aquanuts shall be allowed to continue to use the Park for Aquanuts' performances free of charge for a term of at least _____ years. Aquanuts' use of the Park shall be subject to such reasonable terms and restrictions as shall be included in such use agreements as the parties may enter into from time to time.
7. Indemnification. Aquanuts shall, and hereby does, agree to fully indemnify and hold harmless the Village, including all Village officials, employees,

agents, contractors, and insurers, from and against any liability, injury, or damage of any kind, including without limitation any damage or injury to the Park or to any users of the Park, and also including any damage either to or by any employees, contractors, or volunteers of Aquanuts, that is caused by or in any way pertains to this MOU, to the Aquanuts Improvements, to the Fund's matching grant or any other grants Aquanuts may receive, and/or to the construction of the Aquanuts Improvements, or any portion thereof.

**VILLAGE OF TWIN LAKES
SHOWS, INC.**

AQUANUTS WATER

_____ (signed)

Howard Skinner (date)
Village President

_____ (date)
_____ (title)

_____ (signed)

Sabrina Waswo (date)
Village Clerk

_____ (date)
_____ (title)

EXHIBIT A – AQUANUTS IMPROVEMENTS AND ESTIMATED COST

[TO BE INSERTED]

Proposal

Aquanuts Water Shows 2025H
Monday, February 10, 2025



6754 W. Indian Creek Rd. Long Grove, IL 60047
847-949-6667 | info@pouls.com | www.pouls.com

Salesperson
Andrew Ptasienski

Work Site
55 Lance Dr
Twin Lakes, WI 53181

Billing Address:

Aquanuts Water Shows
Bob Koehler
P.O. Box 118
Twin Lakes, Wisconsin 53181

Hardscaping

Hardscape Services \$184,832.42

Per drawing dated 1/17/2025 furnish, deliver and install all necessary material to build various retaining walls and amphitheater as designed. Materials proposed and included are as follows:

- 4" Corrugated Perforated Pipe, 162 lin ft
- Limestone Screenings (CuYd), 31 yd
- CA 7 3/4" Limestone Gravel, 345 ton
- Weed Barrier Fabric (Retaining Walls), 3600 sq ft
- Excavation - Dingo, 1634 sq ft
- Construction Adhesive (10 Oz Tube), 300 ea
- Unilock - Siena Stone Steps/Coping, 30 ea
- Rochester - Split Face Wall Cap Universal 3", 908 ea
- Rochester - Premier 8, 1764 ea
- U start Base Blocks (LnFt/1.33), 613 ea
- Construction materials delivery

Hardscape Services \$9,922.61

Excavate areas on design called out as "stage addition" and "proposed asphalt/concrete walk" totaling 1136 SF. Install a 6" crushed gravel base and compact.

Hardscaping Total: \$194,755.04

Lawn Development

Turf Services (C) \$5,582.35

Site restoration includes repair of turf around construction site and damage based upon 4000 sf and includes the following material:

- Pulverized Topsoil, 25 cu yd
- Straw Erosion Blanket 8'x112.5', 4000 sq ft
- LESCO All Pro Transition Tall Fescue Seed Blend 50 lb, 25 lb

Lawn Development Total: \$5,582.35

Planting

Planting Services (C) \$3,009.83

Furnish, deliver and install the following:

- Pulverized Topsoil, 1 cu yd
- 50/50 Mulch Blend (Leaf and Hardwood), 0.75 yd
- Autumn Blaze® Maple - Acer x freemanii 'Jeffersred' 4-4.5", 2 ea

Planting Total: \$3,009.83

Subtotal: \$203,347.22

Tax: \$0.00

Total: \$203,347.22

Deposit Required: \$101,673.61

Signature

Date

Proposal assumes all removals to be performed by others.
Permits are the responsibility of the client.

Poul's Landscaping & Nursery, Inc. (Poul's) hereby proposes to furnish all materials and perform all the labor necessary for the installation of work proposed in accordance with the drawings and specifications submitted. All work to be completed in a substantial and workmanlike manner for the specific sum and payment schedule as agreed upon in the individual contract.

An alteration or deviation from the drawings or specifications involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be in writing. No oral modification will be binding upon the contractor. No agent or employee is authorized to orally waive any provisions contained in this proposal. All agreements are contingent upon strikes, accidents, or delays beyond the company's control. Owner to carry fire, flood, property, tornado and any other relevant insurance for above work. Contractor is to provide workman's compensation and public liability insurance. All quotations, drawings and specifications mentioned above are incorporated in the proposal, by reference. Owner agrees to be solely liable for any drawings or specifications submitted by him/her, including any additions, deletions, or errors contained in them, and further agrees to indemnify and hold the contractor harmless on same.

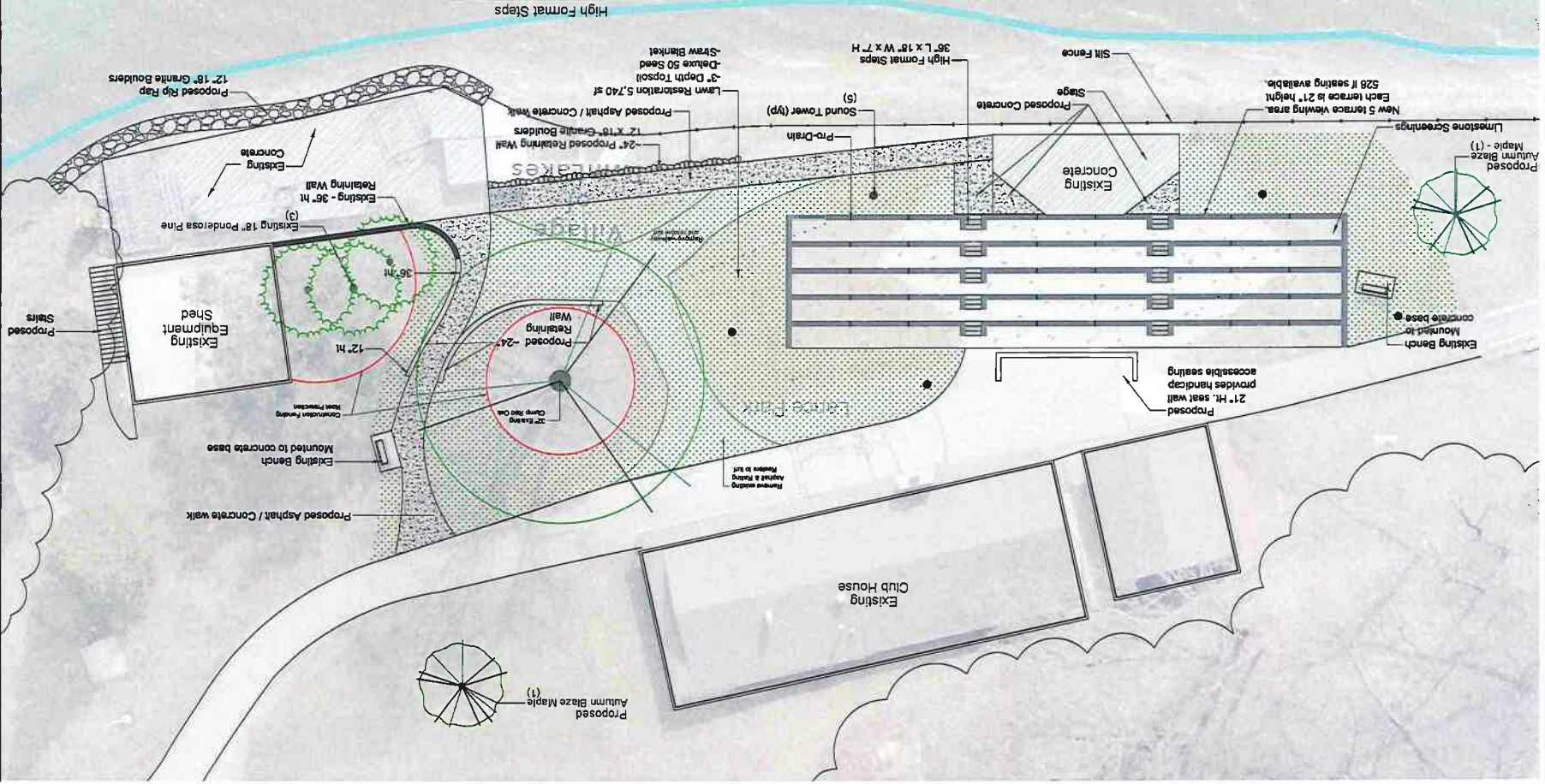
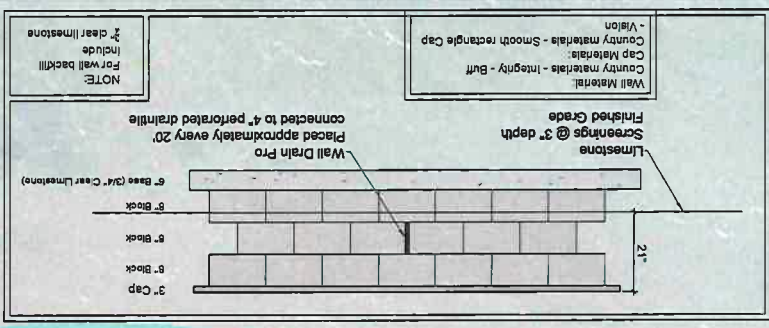
- All guarantees and warranties are null and void if full payment has not been received within 30 days from the completion date unless special arrangements have been made in writing and included in the contract.
- Estimate is valid for 30 days. After 30 days, the estimate may have to be revised and prices are subject to change.
- Poul's Landscaping & Nursery, Inc. will not be held liable for damage to existing irrigation lines, invisible pet containment wires, low voltage landscape lighting or other private property (i.e., light post) electrical lines.
- If owner cancels the contract, a 5% cancellation fee, or incurred expense recovery fee (whichever is greater), will be assessed.
- Owner gives Poul's permission to photograph the project, with proper notification, which may be used for marketing purposes (website, social media, award submittal, etc). Poul's will keep the Owner's identity and house number private when using photographs.
- Driveway: Although Poul's takes precautions to prevent damage to Homeowner's driveway and to clean driveway at project completion, minor scratches/tire marks are typical during construction and are to be expected. Poul's Landscaping & Nursery, Inc. will not be held liable for such.
- Access/storage: project cost assumes use of driveway/lawn area for storage and/or access during entire construction process.
- If Poul's crew is unable to perform work upon arrival due to client-related issues or failure to cancel as per the requirements, the client may be charged for crew time travel and related expenses.
- Damage due to acts of nature (storms, drought, animal damage, flooding, temperature extremes, etc.), vandalism, accidents or other uncontrollable events is not covered under Poul's warranty (but may be covered under your homeowner's insurance policy).
- Permit review process may alter costs of project due to unforeseen code changes or other unknown village requirements.
- Poul's omni terms contain terms and conditions related to all of the service we provide across departments and are available for your review on the client portal.
- Homeowner acknowledges receipt and understanding of efflorescence letter for projects that involve hardscaping.
- Poul's Landscaping follows current OSHA standards, including silica remediation.
- Homeowner acknowledges that drawings and specifications to be used for project originated from Poul's Landscaping & Nursery, Inc. or have been purchased or approved for use by the originating source, releasing Poul's Landscaping, Inc. from any copyright infringement liability.
- Warranties are as follows:
 - Planting:
 - Shade, ornamental, and evergreen trees: two years from planting date.
 - Deciduous and evergreen shrubs: one year from planting date.
 - Perennials, groundcovers, bulbs, and annuals: have no warranty.
 - Sodded lawns (if properly irrigated and maintained): one year from installation date.
 - Seeded lawns: have no warranty.
 - Note: plant material warranty is valid for (1) replacement only. If any replacements are requested after the warranty period has expired, the plant material and associated installation costs will be solely at the expense of the Homeowner.
 - **Homeowners who decline mulch installation negate all planting warranties.**
 - Hardscaping:
 - Five years for patios, walls, and stonework.
 - Exclusions from warranty include:
 - Issues due to unknown soil or groundwater conditions beneath the prepared base.
 - Joint sand replenishment is considered part of ongoing hardscape maintenance and loss is to be expected.
 - Minor settling and aesthetic imperfections within the Interlocking Concrete Paving Institute (ICPI) standards.

- Normal edging expansion (heaving) and joint fill.
- Lighting:
 - Kichler transformers: lifetime manufacturer's warranty.
 - Kichler fixtures: ten years manufacturer's warranty from installation.
 - Labor: one year from installation.
 - In the event that a fixture or transformer fails in the first year after installation, labor charges to replace or repair will apply.
 - Warranty does not cover physical damage.
- Drainage Work:
 - Drainage work has no warranty. Due to the unpredictable nature of water movement and acts of nature, Homeowner acknowledges that Poul's cannot be held responsible and will be held harmless in the event of any water-related issues.

All warranties are non-transferrable

By signing the proposal, Homeowner agrees to all terms, conditions and warranties as described above and authorizes Poul's Landscaping & Nursery, Inc. to furnish all the materials and labor required to complete the work described in the proposal. Payment will be made by the signer or Homeowner(s). Payment in full shall be made within 10 days of the receipt of invoice. If payment is not received within 10 days, the cost of any action necessary to enforce the collection, together with reasonable attorney's fees and interest at 1.5% per annum from the date of invoice shall be added to the balance due.

The signer is authorized to accept this proposal on behalf of all Homeowners.



Sheet
 L1

Prepared By: Mike Pender
 Drawn By: Kelly Pender
 Project: 10/20/24, 10/23/24, 10/24/24
 Project #188727

SCALE: 1" = 10'

Lance Park
 55 Lance Drive, Twin Lakes, WI 53181



...tion of records, data and if herein contain...

EXHIBIT B – VILLAGE IMPROVEMENTS AND ESTIMATED COST

[TO BE INSERTED]