



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org Phone:
262-245-2700 | Fax: 262-245-2705

NOTICE

VILLAGE BOARD OF TRUSTEES MEETING

MONDAY, MAY 3, 2021 AT 7:00 PM

VIA ZOOM MEETING

INTERACT FROM A COMPUTER BY GOING TO: <https://zoom.us/j/99420537230>

LISTEN-IN FROM A PHONE BY DIALING: 888-475-4499 | MEETING ID: 9942 053 7230

AGENDA

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

- I. **Call to Order**
- II. **Roll Call**
- III. **Pledge of Allegiance**
- IV. **Minutes**
 - A. Village Board meeting minutes of 04-19-2021
 - B. Village Board meeting minutes of 04-21-2021
- V. **Consent Agenda**
 - A. Edgewater Park Rental Request for June 23, 2021
 - B. Window Decals for Village Hall and Police Department
- VI. **Presentation of accounts and petitions**
 - A. Payroll period 04-10-2021 thru 04-23-2021; check date 04-30-2021 in the amount of \$41,434.82
 - B. Accounts Payable prepaids dated 04-30-21 in the amount of \$950.28
 - C. Accounts Payable unpaids dated 05-01-21 in the amount of \$71,391.29
- VII. **Plan Commission**
 - A. None
- VIII. **Joint Extraterritorial Zoning Committee: pursuant to section 18.171F(A)**
 - A. None
- IX. **PUBLIC COMMENTS**
- X. **President's Remarks**
 - A. Appointments
 - B. U of C Lakefront rezone request next meeting and steps

- C. COVID Update
- D. Arbor Day Activities
- E. Memorial Day Parade and Events
- F. Day In the Bay Activities
- G. Follow-up Board Strategic Planning Meeting
- H. Setting Goals for New Administrator

XI. Ordinances and Resolutions

- A. None

XII. Committee Reports

A. Finance & Personnel, Trustee Parker - Chair

- 1. Motion to convene in closed session pursuant to the exemption contained in section 19.85(1)(e) of the Wisconsin Statutes for the purpose of conducting other specified public business whenever competitive or bargaining reasons require a closed session.
 - a. Building Inspector Contract
- 2. Motion to reconvene into open session
- 3. Possible discussion of/action for those items discussed in closed session

B. Protective Services, Trustee Vlach - Chair

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

C. Parks & Lakefront, Trustee D'Alessandro - Chair

- 1. Opening Outside Water Fountains

D. Building, Zoning, & Ordinance, Trustee Wright - Chair

- 1. No Report

E. Water & Sewer, Trustee Umans - Chair

- 1. No Report

F. Streets & Highways, Trustee McMannamy - Chair

- 1. No Report

XIII. Public Comments

XIV. Other Items for Discussion, Consideration, or Action

- A. Committee Appointments
- B. Pier Permit for 249 Constance Boulevard

XV. Adjournment

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



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UNOFFICIAL MINUTES VILLAGE BOARD OF TRUSTEES MEETING MONDAY, APRIL 19, 2021 AT 7:00 PM Via Zoom Webinar

I. Call to Order

President Duncan called the meeting to order at 7:00pm.

II. Roll Call

Present: President Duncan, Trustees D'Alessandro, Umans, Wright, Mcmannamy, and Parker

Also Present: Administrator Tobin, Interim Administrator Bretl, Clerk Pankau, Chief Timm, DPW Director Edwards, Recreation Department Director Rowland and Library Director Schnupp.

Excused: Trustee Vlach

III. Pledge of Allegiance

IV. Minutes

A. Village Board meeting minutes of 04-05-2021

The motion to Approve the Village Board meeting minutes of 04-05-2021 was initiated by Jim D'Alessandro and seconded by Lowell Wright. Unanimously carried.

V. Consent Agenda

The motion to Approve the Consent Agenda was initiated by Robert Umans and seconded by Lowell Wright. Unanimously carried.

- A. Resolution R-5-21 Amending Fee Schedule to add kayak and paddleboard rental fees and Tourist Rooming House Permit
- B. Code Enforcement Contract
- C. Commercial & Residential Cross Connection Inspection Contract
- D. 2021 Beach rules discussion
- E. Pier Slip Request John & Sharon Widell
- F. Approve Beach & Launch Attendant wages
- G. Hiring of Beach/Launch Attendant(s)
- H. Gage Marine Charter Landing Lease

VI. Presentation of accounts and petitions

A. 1st quarter 2021 legal fees

Trustee Parker presented the 1st quarter 2021 legal fees for informational purposes and answered questions from the

Trustees. Parker stated that it would be helpful to have a comparison next quarter with last year's fees.

B. Payroll period 03-27-2021 thru 04-09-2021; check date 04-16-2021 in the amount of \$40,291.27

The motion to Approve the Payroll period 03-27-2021 thru 04-09-2021; check date 04-16-2021 in the amount of \$40,291.27 was initiated by Don Parker and seconded by Robert Umans. Unanimously carried.

C. Accounts Payable unpaid dated 04-16-2021 in the amount of \$667,717.08

The motion to Approve the Accounts Payable unpaid dated 04-16-2021 in the amount of \$667,717.08 was initiated by Don Parker and seconded by Robert Umans. Unanimously carried. Interim Administrator Bretl to follow-up with more details about the payments for legal fees.

D. March EFT Payments in the amount of \$59,772.26

The motion to Approve the March EFT Payments in the amount of \$59,772.26 was initiated by Don Parker and seconded by Robert Umans. Unanimously carried.

E. March Financial Statements

The motion to Accept the March Financial Statements was initiated by Don Parker and seconded by Robert Umans. Umans expressed concern about the Police Department overtime payroll expenses. Chief Timm explained that one officer is on deployment and he does not have a part-time officer to fill in the hours. The motion was unanimously carried.

VII. Plan Commission

A. No Report

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

A. No Report

IX. PUBLIC COMMENTS

1. Sandra Johnson (ADDRESS) thanked the Village Board for allowing their faces to be seen during their Public Comments and for changing the title of the tab on the website titled SEE RECORDING. Her group makes a request that pictures of Yerkes are not linked to the Chicago page. Her group also requests that a link to be put on the Village's website page.... - WATCH AT RECORDING OR FIND HER APRIL 5th SUBMITTAL??

X. President's Remarks

A. Thank you to Trustee McMannamy for her service

President Duncan thanked Trustee McMannamy as this is her last meeting and looks forward to an in-person gathering when appropriate. Duncan thanked her for her hard work on the Theatre Road Path. D'Alessandro thanked McMannamy for all of her great ideas. McMannamy stated that it has been a pleasure to serve as Trustee.

B. Congratulations to new and reelected Trustees

Duncan congratulated newly elected Trustee Stanek and re-elected Trustees D'Alessandro and Vlach.

C. Additional public hearing on April 21 at Williams Bay High School gym regarding changes the future land use map for the U of C's three proposed lots

Duncan stated that the hearing on April 21st will be a second hearing for this process, and will be a listening session to provide people the opportunity to make their comments in-person.

D. Thank you to Dave Bretl and PPA

Duncan thanked Dave Bretl for his time as the Interim Administrator and for helping with Becky's transition. Bretl thanked the Board for their support and the wonderful community.

E. Welcome to our new Village Administrator Becky Tobin

Duncan welcomed Becky Tobin to her position as the Administrator and stated that they are delighted to have her

starting. Tobin stated that she hit the ground running today and she is excited to get going.

F. Recent revisions to the Village Website

Duncan stated that some changes have been made to the website and that meeting information is now toward the bottom of the home page. Duncan also thanked Clerk Pankau for the newest Quarterly Newsletter and that he has received multiple compliments.

XI. Ordinances and Resolutions

A. Resolution R-6-21 Amending Fee Schedule for permit fees

The motion to Approve the Resolution R-6-21 Amending Fee Schedule for permit fees was initiated by Lowell Wright from the BZO Committee. Unanimously carried.

XII. Committee Reports

A. Parks & Lakefront, Trustee D'Alessandro - Chair

1. No Report

B. Building, Zoning, & Ordinance, Trustee Wright - Chair

1. No Report

C. Water & Sewer, Trustee Umans - Chair

1. No Report

D. Finance & Personnel, Trustee Parker - Chair

1. Building Inspection Contract

Trustee Parker deferred his report to Interim Administrator Bretl.

Bretl stated that this should be ready for the next meeting per Village Attorney Schroeder.

Trustee Parker stated there will be no motion tonight, and this will be brought back on May 3rd.

E. Protective Services, Trustee Vlach - Chair

1. Original, Renewal, or Temporary Operator License Applications

The motion to Approve the Original, Renewal, or Temporary Operator License Applications was initiated by Jim D'Alessandro and seconded by Jennifer McMannamy. Unanimously carried.

F. Streets & Highways, Trustee McMannamy - Chair

1. Norman B. Barr Camp Road Replacement

The motion to Approve the Norman B. Barr Camp Road Replacement contingent on the agreement between the Village and Norman B. Barr Camp that is being drafted regarding care of the street was initiated by Jennifer McMannamy from the Streets and Highways Committee. Unanimously carried.

XIII. Public Comments

XIV. Other Items for Discussion, Consideration, or Action

XV. Adjournment

The motion to Adjourn was initiated by Jim D'Alessandro and seconded by Jennifer McMannamy at 7:34pm. Unanimously carried.



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UNOFFICIAL MINUTES VILLAGE BOARD OF TRUSTEES MEETING WEDNESDAY, APRIL 21, 2021 AT 6:30 PM Via Zoom Webinar

I. Call to Order

President Duncan called the meeting to order at 6:31pm.

II. Roll Call

Present: President Duncan, Trustees Parker, Vlach (arrived 6:42pm), D'Alessandro, Wright, Umans, and Stanek
Also Present: Administrator Tobin, Interim Administrator Bretl, Zoning Administrator Schaeffer, Village Attorney Schroeder, and Clerk Pankau

III. Public Hearing for a Comprehensive Plan Amendment

Village Attorney Schroeder gave an update of where the Village stands with the University of Chicago and how the University is asking for their lakefront parcel to be re-zoned from Parks and Institutional to Large Lot Residential for three lots with one house per lot.

A. Open Public Hearing

President Duncan opened the Public Hearing at 6:35pm.

1. APPLICANT: The University of Chicago (Owner)
TAX KEY: WAS 00001A
STREET ADDRESS: Vacant land located south of Constance Blvd. and east of Aurora University, Village of Williams Bay

Applicant is requesting to change the Future Land Use Map designation from Institutional to Large Lot Residential.

Tracy McCabe (Associate Vice President of the University of Chicago) gave an overview of the history of this process and how the University donated the Yerkes Observatory to the Yerkes Future Foundation as their legacy to leave in Williams Bay. He stated that now the University will be selling this lakefront parcel real estate no matter what to either Parks and Institutional buyers or Residential buyers depending on the outcome of this re-zone request. McCabe stated that the University has heard the want of the residents to keep this land low-density, that is why they are requesting three large lots for one house on each lot. He stated that there are benefits to Williams Bay to keep the land zoned as Parks and Institutional and there are benefits to them to re-zone it as Large Lot Residential. He stated that if it remains Parks and Institutional, the buyer could make it a conference hall, a medical building, a dormitory, a church or mosque, or visitor center which would bring many visitors to Williams Bay. He stated that if it is re-zoned to Large Lot Residential, it would remain low-density, the Village would receive tax income on the properties, and the water/sewer mains would be replaced. McCabe stated that the University has offers in hand for both Residential and Institutional buyers.

Trish Gages (198 Vernon) asked how can a re-zoning be done without applying for it with a 10-year plan in place.

President Duncan stated that this is a Public Hearing for listening purposes and that dialogue between the Trustees and

the Public will happen at a later date.

Michael Sierakowski (109 Constance) stated that he supports the re-zoning of the property to residential, private property and that would be a conservation action for the woods as they would then be taken care of. Sierakowski stated that if the Save the Woods group wants the land to be a nature conservancy then they should purchase the land themselves. He stated that he served in the army and still continues to serve to protect and defend the land against enemies. He stated that they have protected private property rights and private property shouldn't be taken for public use without a purchase. He stated that using Local Government to steal a neighbor's land is unconstitutional.

Lilia Delgado (128 N Walworth) stated that she understands that this land was originally given to the University of Chicago for educational use purposes and wants to understand why somehow along the line the idea of changing it to residential came about.

Bill Petullo (49 Garfield) asked that if the land is re-zoned to residential and into three lots, could the new owners eventually come back to ask to split up the lots again.

Sandy Johnson (2327 Theatre Rd) stated that the residents can stop development again like they did with KNC. Sandy gave a presentation of results that she received from a survey she posted on her group's website. She also presented a map of pieces of land that were once not developed in that area, that now are. Sandy asked for the University of Chicago to donate this piece of land to the Village so that they can keep the natural and historic walking paths and retain the zoning of Parks and Institutional.

Jim Killian (91 Potawatomi) stated that he was a Village Trustee from 2014-2019, Chaired the Building, Zoning and Ordinance Committee, and served on the Parks and Lakefront and Finance and Personnel Committees. He stated that he is no longer on the Board, but continues to help in some situations. He stated that he did not seek re-election because he wanted to be able to have more time to dedicate to the KNC. Killian stated that he was also the Chairman of the Zoning Board of Appeals, so he is very familiar with the Zoning Ordinances and is speaking today from knowledge, and not opinion. Killian said that he participated in the June 2020 Public Hearing and spoke in opposition to this request. He spoke in opposition again in July 2020 because he wanted potential building plans to be submitted due to the steep grades of the property. He also wanted a tree survey conducted and feels that the University of Chicago and the Village Board did a good job following up with all of the residents' requests. Killian stated to be careful of what you ask for because the University could sell the property right now as Parks and Institutional to another Institution and they could build almost anything they want on that land without coming before the Plan Commission or Village Board as long as their proposal fits within the Code. He stated that would be much worse than what is currently being proposed now. Killian stated that he studied the tree survey and it looks like there is one invasive species - the Norway Maples. He stated that it appears that the Norway Maples happen to be right where the proposed homes would be built, and that those trees need to come down now, no matter what anyways. Killian reminded everyone that currently in the Village for every tree that is taken down, another tree needs to be planted, or a donation to KNC is requested. Killian stated that a lot of the land is garbage and trees that have fallen down so he is not concerned about three homes damaging the forest. Killian stated that he is very happy with this plan and that he changes his position to support the plan.

Marsha Engquist (546 Highland) stated that she is also a Former Trustee. She related this issue to the one that Lake Geneva is currently having with the former Hillmoor Golf Course. She stated that people wanted to make it a park, but that they do not own it. She stated that she's seen discussion about making this land a school forest, but then the school would need to own it and they do not have the funds to purchase it. Engquist stated that the residents did not stop the development of KNC, a proactive Village Board led by Harold Friestad convinced the residents at the time to borrow money to purchase that land to make it a conservancy. Engquist stated that she saw Sandy Johnson's online survey but noticed that it had been taken by only 31 people with 50% of them not being residents of Williams Bay and a significant portion of them said they have never visited the property. Engquist stated that property taxes are high here in the Village but because of that the Village has great Village entities like the Library, School District, and churches. Engquist stated that there is only 8 acres on this property and an average School Forest is over 27,000 acres, so she does not see the benefit of that for this one parcel as it is not appropriate for a School Forest.

David Williams (45 Parkhurst) stated that he owns the closest property to the Observatory's property and that his house has been in his family since 1902. Williams stated that he has lived in his house since 1945 and gave a history of the land. Williams stated that the Village has received many benefits from the University of Chicago over the decades and that it would be selfish to not allow the University to take a little benefit back by selling the lakefront parcel. Williams stated that he grew up on the property and knows the woods that are in question and knows that no one plays in the woods because it is covered in trees and there are no picnic areas. He stated that there is one path from the Observatory to the Lake Shore Path which the University has already said will remain in-tact, and the Lake Shore Path will remain in-tact. Williams stated that the three homes that go up will be beautiful and will not harm anything. Williams stated that the Village should not be holding up the proper use of this land, and that we should be thankful to the University for the contributions they have made to the Village's history and the donation of the Observatory that they made to the Yerkes Future Foundation.

Jack O'Regan (343 Frost) stated that he spent an afternoon going from house to house asking people to sign a petition to stop development of this land and he believes that the majority of the Village does not want to see this happen. He stated that we need to have respect for the Village's property and that the people before us have left it alone all the way until now, so we should not just throw it away.

Tracy McCabe (University of Chicago) stated that he is humbled by the comments made in support and recognition of the University. He stated that there are answers to the questions that were asked tonight in a 54 page document on the Village's website. He stated that the common goal is shared - to maintain the beauty of this property and he believes that keeping it low-density residential would be the best option for that. McCabe stated that he is deeply appreciative to the Village for their work and thanked them for their support of the University of Chicago and the Yerkes Future Foundation.

B. Close Public Hearing

President Duncan closed the Public Hearing at 7:39pm.

IV. Adjournment

The motion to adjourn was initiated by Don Parker and seconded by Lowell Wright at 07:40 PM. Unanimously carried.

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

Village Of Williams Bay



Village Hall Police Department







Fwd: windows

1 message

Justin Timm <chief@williamsbay.org>
To: Jackie Pankau <jpankau@williamsbay.org>

Wed, Apr 21, 2021 at 11:35 AM

Respectfully,

Justin P Timm
Chief of Police

Williams Bay Police Department
262-245-2710 (office)
262-581-3061 (mobile)

SMIP Session 75
FBI Trilogy Graduate
WCELEA Secretary

----- Forwarded message -----

From: **Brushfire Signs** <brushfiresigns@yahoo.com>
Date: Thu, Feb 25, 2021 at 4:23 PM
Subject: windows
To: Justin Timm <chief@williamsbay.org>

Hi,

Attached is the layouts for the interior windows and exterior doors.

The gold used will be the gold we talked about with the steel blue outlines, the exception being the P.D. window which will be gold & black.

We added the bridge photo to match the other signs and fill the gap between the arc and the straight lettering below.

The blue arrows were also used on the building inspectors sign that hangs in the village hall.

We did not get a good photo of the exterior doors that is why we're not showing the lettering on a photo, sorry.

The cost for all of the areas will be \$280.75.

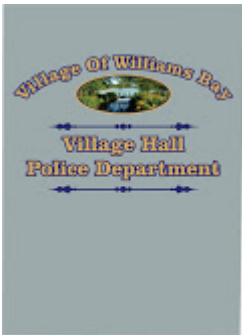
Let us know what you think or if you need any changes.

Thank you,
Brad

Brushfire Signs
N4075 Petrie Road
Elkhorn, WI 53121

Phone 262-245-5109

2 attachments



WBVH exterior door.jpg
1965K



WBVH indoor windows.jpg
4730K

Pay Period Date: 4/10/2021 - 4/23/2021
Pay Date: 4/30/2021

Department	Net Wages
Crossing Guard	\$744.62
General Administration	\$5,420.82
KNC	\$1,446.34
Lakefront/Beach	\$1,944.12
Library	\$5,071.74
Municipal Court	\$1,014.69
Parks	\$1,036.42
Police	\$15,930.95
Protective Services (F&R)	\$0.00
Public Works/W&S	\$7,018.29
Recreation Department	\$1,806.83
Village Board	\$0.00
 Total Net Wages	 \$41,434.82

Payroll Register - Single-line Summary - Payroll Register - Summary by Dept

GL Account and Title	Description	Amount	Date Paid	GL Period
FINDAWAY WORLD LLC				
410-58200-101 BOOKS, BOARD COMMITTED	LIBRARY MEDIA	322.95	04/27/2021	421
Total FINDAWAY WORLD LLC:		322.95		
GREATAMERICA FINANCIAL SVCS.				
410-58340-000 BOARD COMMITTED FUNDS	BOARD COMMITTED	219.36	04/30/2021	421
Total GREATAMERICA FINANCIAL SVCS.:		219.36		
MILWAUKEE JOURNAL SENTINEL				
400-58280-000 LIBRARY PERIODICALS	PERIODICALS	407.97	04/30/2021	421
Total MILWAUKEE JOURNAL SENTINEL:		407.97		
Grand Totals:		950.28		

Village Board Approval Date: _____

GL Account and Title	Description	Amount	GL Period
0			
AFLAC			
100-21259 AFLAC PAYABLE	EMPLOYEE PREMIUM	856.10	0
Total AFLAC:		856.10	
AMAZON.COM			
400-58100-160 LIBRARY SUPPLIES	LIBRARY SUPPLIES	323.93	0
400-58200-102 BOOKS DONOR DESIGNATED	BOOKS DONOR DESIGNATED	41.00	0
410-58255-000 LIB FRIENDS EXPENDITURE	LIB FRIENDS EXPENDITURE	76.40	0
400-58240-000 LIBRARY MEDIA	LIBRARY MEDIA	198.37	0
410-58200-101 BOOKS, BOARD COMMITTED	BOOKS, BOARD COMMITTED	13.47	0
410-58340-000 BOARD COMMITTED FUNDS	BOARD COMMITTED FUNDS	22.96	0
Total AMAZON.COM:		676.13	
ASSOCIATED APPRAISAL CONSULTANTS			
100-51520-000 ASSESSOR CONTRACT	MONTHLY BILLING AND INTERN	1,604.20	0
Total ASSOCIATED APPRAISAL CONSULTANTS:		1,604.20	
AT&T MOBILITY			
100-52320-200 FIRE DEPT TELEPHONE	FIRE DEPT WIRELESS CHARGE	41.12	0
Total AT&T MOBILITY:		41.12	
AURORA HEALTH CARE			
100-52120-161 POLICE POSTAGE/CONFINEMENT	POLICE POSTAGE AND CONFIN	50.00	0
Total AURORA HEALTH CARE:		50.00	
AUSTIN PIER SERVICE			
100-55411-153 LAKEFRONT PIER REPAIRS	INSTALL PIERS WITH SOME RE	11,586.02	0
Total AUSTIN PIER SERVICE:		11,586.02	
BAKER & TAYLOR			
400-58240-000 LIBRARY MEDIA	LIBRARY MEDIA	21.59	0
400-58200-000 BOOKS	BOOKS	935.32	0
410-58200-101 BOOKS, BOARD COMMITTED	BOOKS BOARD COMMITTED	94.15	0
400-58201-000 CHILDREN'S BOOKS	CHILDRENS BOOKS	193.30	0
410-58250-000 LIBRARY CHAPIN EXPENDITURES	LIBRARY CHAPIN EXPENDITUR	63.23	0
410-58200-102 BOOKS, DONOR DESIGNATED	BOOKS DONOR DESIGNATED	54.85	0
Total BAKER & TAYLOR:		1,362.44	
BAXTER WOODMAN			
100-51405-000 BILLABLE SERVICES	BAILEY ESTATES 4A RPR	850.00	0
200-57610-140 WATER FUND CAPITAL OUTLAY	SOUTHWICK CREEK REALIGN	420.00	0
100-54100-300 ENGINEERING	190696.90 2020 STREET IMPRO	242.50	0
100-51405-000 BILLABLE SERVICES	201767.90 628 & 640 E GENEVA	420.00	0
100-51405-000 BILLABLE SERVICES	210482.80 WILLABAY MEADOW	997.50	0
100-54100-300 ENGINEERING	SHORELINE RETAINING WALL	787.50	0
100-54100-300 ENGINEERING	210726.90 AG PROPERTY INVE	1,050.00	0
Total BAXTER WOODMAN:		4,767.50	

GL Account and Title	Description	Amount	GL Period
BEAR GRAPHICS INC.			
100-51412-000 ELECTION EXPENSE	ELECTION SUPPLIES-VOTER N	29.97	0
Total BEAR GRAPHICS INC.:		29.97	
CENTURY FENCE CO			
500-55410-140 PARKS/CAPITAL OUTLAY	DOG PARK	24,940.00	0
Total CENTURY FENCE CO:		24,940.00	
CIVIC SYSTEMS LLC			
400-58210-000 LIBRARY TRAINING & CONFERENCES	LIBRARY TRAINING & CONFER	300.00	0
Total CIVIC SYSTEMS LLC:		300.00	
CONTINENTAL HYDRODYNE SYSTEMS			
200-57632-160 WATER TREATMENT SUPPLIES	CHEMICALS	333.98	0
Total CONTINENTAL HYDRODYNE SYSTEMS:		333.98	
CORE & MAIN			
100-51405-000 BILLABLE SERVICES	RUTKOWSKI DEVELOPMENT A	167.00	0
200-57346-000 NEW WATER METERS	NEW METERS	204.04	0
200-57651-150 WATER MAINS REPAIRS/MAINT	WATER SVCS REPAIRS/MAINT	1,037.57	0
Total CORE & MAIN:		1,408.61	
COUNTRY SIDE TREES LLC			
100-56130-000 TREE ENHANCEMENT	MISC TRANSPLANTS	375.00	0
Total COUNTRY SIDE TREES LLC:		375.00	
DEMCO			
400-58100-160 LIBRARY SUPPLIES	LIBRARY SUPPLIES	363.27	0
400-58200-102 BOOKS DONOR DESIGNATED	DONOR DESIGNATED EXPENS	390.10	0
Total DEMCO:		753.37	
DEPARTMENT OF WORKFORCE DEVELOPMENT			
100-52120-110 POLICE WAGES	UNEMPLOYMENT WAGES- KNO	323.02	0
100-55411-110 LAKEFRONT WAGES	UNEMPLOYMENT WAGES-ASTA	272.00	0
230-58100-110 KNC REGULAR WAGES	UNEMPLOYMENT WAGES - RE	87.00	0
100-52120-110 POLICE WAGES	UNEMPLOYMENT WAGES- KNO	323.02	0
100-55411-110 LAKEFRONT WAGES	UNEMPLOYMENT WAGES-ASTA	272.00	0
230-58100-110 KNC REGULAR WAGES	UNEMPLOYMENT WAGES - RE	87.00	0
Total DEPARTMENT OF WORKFORCE DEVELOPMENT:		1,364.04	
ENVISIONWARE INC			
410-58340-000 BOARD COMMITTED FUNDS	BOARD COMMITTED	402.00	0
Total ENVISIONWARE INC:		402.00	
EXXONMOBIL			
100-52120-180 POLICE FUEL	POLICE FUEL	1,292.36	0
100-54310-180 STREETS FUEL	STREETS FUEL	327.12	0
100-52320-180 FIRE DEPT FUEL	FIRE DEPT FUEL	33.06	0
200-57933-180 WATER FUEL EXPENSE	WATER FUEL	20.67	0

GL Account and Title	Description	Amount	GL Period
300-58967-000 SEWER FUEL EXPENSE	SEWER FUEL	20.66	0
Total EXXONMOBIL:		1,693.87	
GRAYMONT WESTERN LIME INC.			
200-57631-160 WATER TREATMENT CHEMICALS	HYDRATED LIME	3,554.83	0
Total GRAYMONT WESTERN LIME INC.:		3,554.83	
GREATAMERICA FINANCIAL SVCS.			
410-58340-000 BOARD COMMITTED FUNDS	BOARD COMMITTED	193.36	0
Total GREATAMERICA FINANCIAL SVCS.:		193.36	
HALINA MARRA			
100-55415-000 ENHANCEMENT COMMITTEE	ENHANCEMENT COMMITTEE E	9.50	0
100-55415-000 ENHANCEMENT COMMITTEE	ENHANCEMENT COMMITTEE E	13.55	0
Total HALINA MARRA:		23.05	
HYDRITE CHEMICAL COMPANY			
200-57631-160 WATER TREATMENT CHEMICALS	ALUM SULFATE	1,485.00	0
Total HYDRITE CHEMICAL COMPANY:		1,485.00	
JANESVILLE INDUSTRIAL SUPPLY			
100-51730-175 JANITORIAL SERVICES	CLEANING SERVICES-LIBRARY	311.52	0
100-51730-175 JANITORIAL SERVICES	CLEANING SERVICES-LIONS FI	435.74	0
100-51730-175 JANITORIAL SERVICES	CLEANING SERVICES-VILLAGE	675.00	0
Total JANESVILLE INDUSTRIAL SUPPLY:		1,422.26	
MARKEE WATER CONDITIONING			
100-55411-160 LAKEFRONT SUPPLIES	DRINKING WATER AT LAKEFRO	64.00	0
Total MARKEE WATER CONDITIONING:		64.00	
MARTIN GROUP			
410-58340-000 BOARD COMMITTED FUNDS	BOARD COMMITTED	74.76	0
100-55210-160 REC DEPT SUPPLIES	MONTHLY CONTRACTED FEES	99.62	0
Total MARTIN GROUP:		174.38	
PETTY CASH			
400-58100-160 LIBRARY SUPPLIES	LIBRARY SUPPLIES	47.76	0
100-51550-000 COVID-19 EXPENSES	COVID EXPENSES	16.70	0
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	PROGRAMS FOR CHILDREN A	50.00	0
Total PETTY CASH:		114.46	
SILVERMAN, CASSIE			
100-55210-275 REC DEPT PROGRAM EXPENSES	GARDEN	160.00	0
Total SILVERMAN, CASSIE:		160.00	
STANEK, MARC			
100-52120-190 POLICE TRAINING	TRAINING EXPENSE	831.83	0

GL Account and Title	Description	Amount	GL Period
Total STANEK, MARC:		831.83	
STOCKING, HEIDI			
100-44100 BASEBALL/SOFTBALL REG FEES	SOFTBALL REFUND	35.00	0
Total STOCKING, HEIDI:		35.00	
THE COACH'S LOCKER			
100-55410-150 PARKS REPAIRS/MAINT	NET LOCKS, SPARE RVS MOUN	45.00	0
Total THE COACH'S LOCKER:		45.00	
U.S. CELLULAR			
100-52120-200 POLICE TELEPHONE	POLICE TELEPHONE	33.26	0
Total U.S. CELLULAR:		33.26	
US BANK			
100-51410-160 GEN ADMIN SUPPLIES	SUPPLIES	19.38	0
100-51730-160 VH BLDG SUPPLIES	BUILDING SUPPLIES	51.36	0
100-51410-190 GEN ADMIN TRAINING	ADMIN TRAINING	110.00	0
100-53100-160 BLDG INSP SUPPLIES	INPSECTION SUPPLIES	110.00	0
100-55411-160 LAKEFRONT SUPPLIES	LAKEFRONT SUPPLIES	262.64	0
100-51412-000 ELECTION EXPENSE	ELECTION EXPENSE	362.35	0
100-51410-160 GEN ADMIN SUPPLIES	OFFICS SUPPLIES	12.99	0
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	SOFTWARE LICENCE	254.70	0
100-51210-150 MUNICIPAL COURT IT FEES	MUNICIPAL COURT IT	19.35	0
100-52120-130 POLICE IT EXPENSE	POLICE IT	191.25	0
100-52360-150 RESCUE DEPT REPAIRS/MAINT	REPAIRS/MAINTENANCE	22.20	0
100-55210-200 REC DEPT TELEPHONE	PHONE EXPENSE	30.45	0
200-57921-160 WATER OFFICE SUPPLIES	OFFICS SUPPLIES	11.10	0
300-58969-160 SEWER OFFICE SUPPLIES	OFFICS SUPPLIES	11.10	0
100-52320-150 FIRE DEPT REPAIRS/MAINT	REPAIRS/MAINTENANCE	11.10	0
100-54310-190 STREETS TRAINING	UWCC REGISTRATIONS	150.00	0
100-55410-150 PARKS REPAIRS/MAINT	REPAIRS/MAINTENANCE	28.36	0
200-57951-000 WATER SHOP TOOLS	TOOLS	115.55	0
100-54310-190 STREETS TRAINING	TRAINING	42.19	0
200-57933-150 WATER TRANSP REPAIRS/MAINT	REPAIRS/MAINTENANCE	37.65	0
100-55410-150 PARKS REPAIRS/MAINT	REPAIRS/MAINTENANCE	72.50	0
100-55410-150 PARKS REPAIRS/MAINT	REPAIRS/MAINTENANCE	349.00	0
100-52120-160 POLICE SUPPLIES	SUPPLIES	240.70	0
100-55210-275 REC DEPT PROGRAM EXPENSES	INDESIGN	33.22	0
500-55410-140 PARKS/CAPITAL OUTLAY	DOG PARK	55.58	0
100-55210-160 REC DEPT SUPPLIES	OFFICE CHAIR	94.99	0
500-55410-140 PARKS/CAPITAL OUTLAY	DOG PARK SIGNS	18.78	0
500-55410-140 PARKS/CAPITAL OUTLAY	DOG PARK SIGNS	28.00	0
400-58200-000 BOOKS	BOOKS	27.13	0
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	PROGRAMS FOR CHILDREN &	169.70	0
400-58280-000 LIBRARY PERIODICALS	PERIODICALS	214.89	0
100-52120-160 POLICE SUPPLIES	POLICE SUPPLIES	335.39	0
100-52120-125 POLICE UNIFORMS	POLICE UNIFORMS	22.78	0
100-52120-130 POLICE IT EXPENSE	IT/MISC	10.54	0
100-52130-150 EMERGENCY MANAGEMENT	EMERGENCY MANAGEMENT	695.00	0
100-52320-160 FIRE DEPT SUPPLIES	FIRE ACCOUNT	659.40	0
Total US BANK:		4,881.32	

GL Account and Title	Description	Amount	GL Period
USA BLUE BOOK			
200-57935-150 WATER PLANT REPAIRS/MAINT	SUPPLIES	129.20	0
Total USA BLUE BOOK:		129.20	
WACHS, COOPER			
100-55210-275 REC DEPT PROGRAM EXPENSES	GARDEN	150.00	0
Total WACHS, COOPER:		150.00	
WALWORTH COUNTY PUBLIC WORKS			
100-54310-175 STREETS ROAD MAINTENANCE	MATERIALS	413.13	0
Total WALWORTH COUNTY PUBLIC WORKS:		413.13	
WALWORTH COUNTY SECURITY ALARMS			
200-57610-140 WATER FUND CAPITAL OUTLAY	INSTALL CAMERA SYSTEM FOR	4,169.00	0
Total WALWORTH COUNTY SECURITY ALARMS:		4,169.00	
WIL-KIL PEST CONTROL			
100-51720-150 LIONS FIELD HOUSE REPAIR/MAINT	LIONS FIELDHOUSE	58.75	0
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	LIBRARY	58.75	0
Total WIL-KIL PEST CONTROL:		117.50	
WILLIAMS BAY AUTOMOTIVE			
100-52320-150 FIRE DEPT REPAIRS/MAINT	REPAIRS 2014 FORD INTERCEP	223.03	0
Total WILLIAMS BAY AUTOMOTIVE:		223.03	
Total 0:		70,763.96	
421			
GREATAMERICA FINANCIAL SVCS.			
410-58340-000 BOARD COMMITTED FUNDS	BOARD COMMITTED	219.36	421
Total GREATAMERICA FINANCIAL SVCS.:		219.36	
MILWAUKEE JOURNAL SENTINEL			
400-58280-000 LIBRARY PERIODICALS	PERIODICALS	407.97	421
Total MILWAUKEE JOURNAL SENTINEL:		407.97	
Total 421:		627.33	
Grand Totals:		71,391.29	

Village Board Approval Date: _____

**VILLAGE OF WILLIAMS BAY CONTRACT
FOR
BUILDING PROFESSIONAL SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 2021 by and between the Village of Williams Bay (hereinafter referred to as "Village") and Professional Building Inspections, Inc. (hereinafter referred to as "Agency").

WITNESSETH: That the AGENCY and the VILLAGE for the consideration stated herein agree as follows:

ARTICLE I. TERM OF CONTRACT. This Contract shall become effective on April 20, 2021 and shall remain in full force and effect for a period ending on December 31, 2021. This Contract shall automatically renew for a period of thirty-six (36) months beginning January 1, 2022 and ending December 31, 2024 unless either party provides written notice of intent to terminate not less than ninety (90) days in advance of the expiration date of this Contract. Renewals and extensions of the contract thereafter shall be subject to the requirements set forth in Article VIII of this document.

ARTICLE II. CONTRACT DOCUMENT. The Contract Document shall include the following documents, all of which are expressly incorporated herein as fully as if set forth verbatim in this document.

- A. Exhibit A;
- B. Appendix A;
- C. Any addendum or changes to the foregoing documents agreed to by the parties hereto.

ARTICLE III. AGENCY'S REPRESENTATIONS. The Agency has familiarized itself with the nature and extent of the component parts of the Contract documents, work, locality and with all local conditions and Federal, State and local law, Village of Williams Bay ordinances, rules and regulations that in any manner may affect contract cost or work performance.

ARTICLE IV. SCOPE OF SERVICES. The Agency shall perform all services as set forth herein.

- A. Meeting Attendance
The Agency shall not be required to attend public meetings.
- B. Office Hours
 - 1. The Agency agrees to maintain office hours at the Village of Williams Bay Village Hall as follows:

Mondays from 11:00 a.m. to 1:00 p.m. and Tuesdays and Thursdays from 8:00 a.m. to 10:00 a.m. and if there are additional office hours that are required of Agency, those office hours would be billed at the rate of \$75.00 per hour.

Regular office hours may only be changed upon advance written notice and with the agreement of the Village. Reasonable deviations from the aforementioned hours shall be allowed to accommodate, attendance at professional seminar and training, occasional vacation leave, sick days, and holidays. The Agency shall arrange for substitute personnel to cover any planned vacation leave.

2. The Village shall provide the necessary and appropriate office space for the Agency to perform its duties as to the office hours listed above. The Village further agrees to provide office space, desk, desk chair, file cabinet, use of a photocopier, use of a fax, a computer with internet access and other necessary supplies for the Agency to carry out its functions as the Village's Agent in this regard. Finally, the Village agrees to provide a telephone that allows the Agency to make phone calls including long distance phone calls for any and all services related to the Village's need for services pursuant to this Agreement.

B. Personnel

The Agency shall provide State Certified Inspectors employed by the Agency to perform all work covered by this contract.

C. Limitation on Scope of Services

The duties of Agency shall not include tree permits, inspections of trees, tree enforcement or tree accountability, as all tree issues shall be referred directly to the Village Administrator's Office.

ARTICLE V. CHANGE IN SCOPE OF SERVICES: Changes to the scope of services shall require a written amendment signed by both parties.

ARTICLE VI. COMPENSATION. The Village shall pay the Agency for the services performed under this Contract as set forth below:

A. General Services

1. Office Hours. There shall be no charge for maintaining office hours as set forth in Article IV (B1) of this document.
2. Meeting Attendance. The Agency shall not be required to attend monthly Plan Commission and monthly Staff Plan Review meetings. Any meeting attended by Agency shall be charged at the rate of \$75 per hour.
3. Records management and clerical duties. No charge shall be assessed for routine records management, meeting preparation, or clerical support activities.
4. Non-permit generating activities shall be billed at a rate of \$105.00 per hour with a minimum of a one (1) hour charge.

B. Building Inspection Services

1. Building Inspection Services are listed on the attached Exhibit A.
2. Compensation for Building Inspection Services is as follows:
Residential Construction - Eighty (80%) percent of all permit fees collected by Agency and/or the Village according to the current building permit fee schedule of the Village.
Commercial and Business Construction - Eighty (80%) percent of all permit fees collected by Agency and/or the Village based upon said building permit fee schedule.
3. Reinspection - One hundred (100%) percent of all reinspection fees collected in the amount of Seventy-five and no/100 (\$75.00) Dollars per reinspection.

ARTICLE VII. GENERAL TERMS AND CONDITIONS

A. Independent Contractor

It is agreed and understood between the Parties hereto that the Agency shall be considered as an independent contractor and, as such, the Agency, its employees, and any person

providing services called for by this contract shall not be considered to be an employee of the Village and shall not be entitled to any benefits as an employee of the Village including, but not limited to health benefits, vacation time, sick time, retirement benefits, etc.

B. Insurance

The Agency shall during the term of the Contract maintain insurance coverage as specified in Appendix A of this document and shall furnish a current Certificate of Insurance and Endorsement as proof of required coverage before commencing any work under this contract.

C. Exclusive Provider

The Village agrees and asserts that the Agency shall be the exclusive provider of all Building Inspection Services and Commercial Inspection Services.

The Village further agrees and asserts that the Agency is to be the exclusive provider of Building Inspection Services as described in Section 2 for the entire term of this contract excepting inspections to be performed by Agency for which building permits were issued but all inspections had not been completed.

The Parties specifically agree that additional services may be procured through the Agency but these additional services shall be optional and solely at the Village's discretion.

D. Termination For Cause

The Village may terminate the Contract, in whole or in part, if it determines that the Agency has failed to perform satisfactorily the work required. In the event the Village decides to terminate the Contract for failure to perform satisfactorily, the Village shall provide the Agency at least thirty (30) days written notice prior to the date of termination.

If the Contract is terminated for failure to perform, the Agency shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the Agency up to the date of termination that was accepted by the Village.

E. Assignment

The Agency shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village.

F. Oral Statements

No oral statement on the part of any person shall modify or otherwise affect the terms, conditions, or specifications state in this Contract. All modifications to the Contract shall be made in writing by the Village.

ARTICLE VIII. CONTRACT RENEWAL AND EXTENSION. The Contract shall automatically renew for successive thirty-six (36) month periods subject to the same terms and conditions as contained herein unless either party provides written notice of intent to terminate not less than ninety (90) days in advance of the date of the Contract expiration. Provided, however, that the Agency may submit a written proposal to the Village for contract renewal that modifies the terms and conditions of the expiring contract not less than ninety (90) days in advance of the date of contract expiration. The terms of this Article shall be subject to the provisions of Article I.

ARTICLE IX. APPLICABLE LAW. This Contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

ARTICLE X. SEVERABILITY. If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legally enforceable and valid provision that is as similar in tenor to the stricken provision as legally possible.

ARTICLE XI. SUCCESSORS AND ASSIGNS. The terms and conditions set forth herein shall be binding upon the parties, their successors, and assigns.

ARTICLE XII. RECORDS. The Agency agrees to be bound by the requirements of the Wisconsin Public Records Law and to cooperate with the Village in evaluating and responding to public records law request. All records shall be property of the Village.

ARTICLE XIII. ENTIRE AGREEMENT. This Contract and all other agreements, exhibits, attachments, and schedules referred to in the contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersede all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed in three original counterparts on the day and year first above written.

PROFESSIONAL BUILDING INSPECTIONS, INC.
a Wisconsin domestic corporation

By: _____
Joseph G. Mesler, President

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, Village President

Attest:

Jackie Pankau, Village Clerk

**This contract is approved as to form
and execution by the Village Attorney**

Mark Schroeder
Village of Williams Bay Attorney

APPENDIX A

INSURANCE REQUIREMENTS

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001) - covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504), or insurer's equivalent endorsement provided to the Village of Williams Bay or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.

Required Provisions -The general liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Village, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: Liability arising out of activities performed by or on behalf of the Contractor(s); products and completed operations of the Contractor(s); for premises occupied or used by the Contractor(s); and vehicles owned, leased, hired or borrowed by the Contractor(s).
2. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the Village, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the Village, its elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Village, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Village.
7. Such liability insurance shall indemnify the Village, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The Contractor shall, upon demand of the Village, deliver to the Village such policy or policies of insurance and the receipts for payment of premiums thereon.

Sub-Contractors - In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the Village. At the option of the Village, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the Village a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-5.

Responsibility for Work - Until the completion and final acceptance by the Village of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Professional Liability Insurance

Limits – The Contractor shall maintain limits no less than the following:

1. Professional Liability – One Million Dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate).

EXHIBIT A- Professional Building Inspections, Inc. - Fee Proposal

**Village of Williams Bay
Building Services 2021 Fee Schedule**

See Attached Building Inspection Services Listing.

NOTE: Building and selected planning services that do not fall within the Fee Schedule will be billed at the hourly rate with a one-hour minimum.

Resolution R-6-21

Building Permit and Inspection Fees

Exhibit A

Item	Fee
RESIDENTIAL BUILDING (1 and 2 FAMILY)	
	Minimum \$50.00
1. New Construction	\$0.28 per square ft.
2. Additions	\$0.28 per square foot
3. Remodels, repairs, alterations	\$75 per inspection, Number of inspections determined by scope of work
4. Accessory Structures	\$0.22 per square foot
5. Decks	\$100
6. Pools, above ground	\$100
7. Pools, in ground	\$125
8. Siding	\$60
9. Re-roof	\$60
10. Re-inspection	\$75 per inspection
11. Early start permit	\$150
12. Occupancy Permit	\$75 per unit, addition, or accessory building
13. Temporary Occupancy Permit	\$80 per unit
14. WI UDC Decal	Per State Requirements (currently \$36)
15. Raze/Demolition	\$100 plus \$0.06 per square foot (may be waived if condemned)
16. Moving of buildings	\$175 plus \$0.06 per square foot
17. Permit to begin construction of footings and foundations	\$160
18. All other buildings where square footage cannot be determined	\$9.00 per \$1,000 valuation
COMMERCIAL BUILDINGS – ALL NON-RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL	
1, New Construction	New Residential: \$0.28 per square foot New Business: \$0.26 per square foot New Manufacturing/industrial: \$0.21 per square foot
2. New Construction, Agricultural	\$0.22 per square foot
3. Additions	\$0.26 per square foot
4. Remodel (Levels 1 and 2) Up to \$10,000 cost)	\$75 per inspection – number of inspections determined by scope of work
5. Remodel (Level 3)	New Construction Rates
6. Re-roof	\$100
7. Re-inspection	\$75 per inspection
8. Early start permit	\$210
9. Occupancy Permit	Commercial: \$160 per unit

Item	Fee
	Industrial, Institutional: \$150 per unit
10. Temporary Occupancy Permit	\$160 per unit
11. Raze/Demolition	\$100 plus \$0.06 per square foot
12. Moving	\$175 plus \$0.06 per square foot
13. All other buildings where square footage cannot be determined	\$9.00 per \$1,000 valuation
14. Commercial and Industrial exhaust hoods and systems	\$110
15. Fuel Tanks	Installation: \$8.00 per 1,000 gallons Removal, repairs, alterations: \$100 per tank
LAND DISTURBANCE AND EROSION CONTROL	
1. 1 and 2 Family Residences	\$130
2. Multi-family Residences	\$160 for 1 st 15,000 sq ft, \$15/1000 square feet up to 1 acre
3. Commercial, Industrial	\$160 for 1 st 15,000 sq ft, \$15/1000 square feet up to 1 acre
4. Accessory Buildings	\$100
5. Decks, patios, retaining walls, pools	\$100
6. Additions	\$100
PLAN REVIEW FEES	
1. 1 and 2 Family Residence	\$200
2. 1 and 2 Family Addition	\$85
3. 1 and 2 Family Alteration	\$65
4. Multi-Family Residence	\$225 plus \$35 per unit
5. Commercial/Industrial New, Alteration or Addition	\$250
6. Accessory Building over 120 square feet	\$75
7. Decks	\$55
8. Swimming pools	\$100
9. Mechanical Plans	\$70 each page
10. Revisions	\$70 each page
ELECTRICAL	
1. New Building	\$75 base fee plus \$0.08 per square foot
2. Service Upgrades, Rewire, Temp	\$75
3. Generator, Transfer Switch	\$100
4. Remodel, Replacement	Minimum: Residential \$75, Commercial \$100
5. Commercial, Level 2 alteration	New Building Rate
6. Commercial, Level 3 Alteration	New Building Rate

Item	Fee
HVAC	
1, New Building	\$75 base fee, plus \$0.08 per square foot
2. Commercial Level 2 Alteration	New Building Rate
3. Commercial Level 3 Alteration	New Building Rate
PLUMBING	
1. New Building	\$75 base fee, plus 0.12 per square foot
2. Sanitary Building Sewer	\$75 1 st 100 feet and \$0.45 per foot thereafter
3. Storm Building Sewer	\$75 1 st 100 feet and \$0.45 per foot thereafter
4. Manholes/Catch Basins	\$75 each
5. Water Service	\$75 1 st 100 feet and \$0.35 per foot thereafter
6. Fire Sprinkler System	\$55 base fee, plus \$0.08 per square foot thereafter
OTHER NOTES	
Special Inspections, complaints, pre-existing permits, others	Hourly Rate, one hour minimum
Failure to obtain permit before starting work	Double fee
Determining Square Footage	Include all floor levels, crawl spaces, basements, decks and porches, based on outside dimensions. Building Inspector responsible for final calculations
Failure to call for final inspection	\$50
Tree Removal Permit	\$25/tree, \$75 Maximum

2021 ELECTED AND APPOINTED OFFICIALS

VILLAGE BOARD	Address:	Term:	Expires:	Telephone Number:
Bill Duncan, President	341 Pierce Drive	2 Yrs	4/19/2023	262-245-6714
Don Parker	354 Forest Dr	2 Yrs	4/19/2022	262-245-1709
Matt Stanek		2 Yrs	4/19/2023	
George Vlach	70 Walworth Ave, PO Box 406	2 Yrs	4/19/2023	262-607-6129
Jim D'Alessandro	60 Johnson Terr	2 Yrs	4/19/2023	262-903-9806
Lowell Wright	26 Johnson Terr	2 Yrs	4/19/2022	262-245-5962
Robert Umans	528 Morgan Dr	2 Yrs	4/19/2022	847-809-9261
Municipal Judge		Term	Expires	
Donald Robison		4 Yrs	4/30/2023	
Appointed Staff Ord. § 1.04 (1)		Term	Expires	
Village Administrator	Becky Tobin	Annually	4/30/2022	
Village Clerk	Jackie Pankau	Annually	4/30/2022	
Village Treasurer	Lori Peternell	Annually	4/30/2022	
Building Inspector	PBI, Inc.	Annually	4/30/2022	
Zoning Administrator	Schaeffer Municipal Services	Annually	4/30/2022	
Village Auditor	Baker Tilly Virchow Krause, LLP	Annually	4/30/2022	
Village Engineer	Baxter & Woodman	Annually	4/30/2022	
Village Attorney	Consigny Law Firm, S.C.	Annually	4/30/2022	
Village Assessor	Associated Appraisal Consultants, Inc.	Annually	4/30/2022	
Weed and Tree Commissioner	Wayne Edwards	Annually	4/30/2022	
Civil Defense Commissioner	Police Chief	Annually	4/30/2022	

Other Annual Designations

Official Newspaper Designation
Lake Geneva Regional News
Kenosha News
Board of Health Ord. § 1.05 (3)
Walworth County Board of Health
Board of Review Ord. §1.05 (1)
Board of Review shall consist of the Village Board
Election Board Ord. §1.05 (6)
Clerk & Appointed Election Officials under Wis. Stats. 7.30
Geneva Lake Environmental Agency
LaMarr Lundberg, Citizen Rep
TBD, Village Board Rep
Geneva Lake Use Committee
Jay Blincoe, Citizen Rep
Jim D'Alessandro, Village Board Rep
Geneva Lake Law Enforcement Agency Ord. §12.08(2)
Bill Duncan, Village President

Rev 4/27/21

2020 STANDING COMMITTEES

Building, Zoning & Ordinances Committee		Term
Ord.§1.02 (5)	Lowell Wright, Chair Don Parker George Vlach	Annual Annual Annual
Finance & Personnel Committee		Term
Ord.§1.02 (1)	Don Parker, Chair Lowell Wright Jim D'Alessandro	Annual Annual Annual
Parks & Lakefront Committee		Term
Ord.§1.02(4)	Jim D'Alessandro, Chair Lowell Wright Matthew Stanek	Annual Annual Annual
Protective Services Committee		Term
Ord.§1.02(3)	George Vlach, Chair Rob Umans Jim D'Alessandro	Annual Annual Annual
Water & Sewer Committee		Term
Ord.§1.02(6)	Rob Umans, Chair Don Parker Matthew Stanek	Annual Annual Annual
Streets & Highways Committee		Term
Ord.§1.02 (2)	Matthew Stanek, Chair Rob Umans George Vlach	Annual Annual Annual

Rev 04/27/2020

Use

2020 3rd Tuesday of April begins new Term - April 21

2021 3rd Tuesday of April begins new Term - April 20

2020 APPOINTMENTS TO COMMITTEES COMMISSIONS AND E

Civil Defense Commission Ord. §1.05 (5)		Term	Expires	Address
Police Chief	Police Chief, Chair	Annual	4/30/2021	PO Box 580
David H. Burrough	Citizen Member	Annual	4/30/2021	140 Potawatomi Rd
Rich Gluth	Rescue Squad Captain/Citizen	Annual	4/30/2021	95 Lackey Dr
Paul Nicholson	Citizen Member	Annual	4/30/2021	168 W. Geneva St
Doug Smith	Fire Chief/Citizen	Annual	4/30/2021	32 Hill Street
Dale Vavra	Citizen Member	Annual	4/30/2021	35 Orchard
George Vlach	Village Board Member/Citizen	Annual	4/30/2021	70 N. Walworth Ave
Conservation Commission (KNC Board of Dir) Ord. §18.070(f)(1)		Term	Expires	Address
Harold Friestad	Chair	5 Years	4/30/2025	355 Frost Dr
Elizabeth Forsyth Bloom	Member	5 Years	4/30/2025	
Jim Killian	Member	5 Years	4/30/2022	91 Potawatomi l2
Joanne Kristofferson	Member	5 Years	4/30/2023	287 White Oak Rd, Fontana
Kim Parker	Member	5 Years	4/30/2023	354 Forest Dr.
Don Skalla	Member	5 Years	4/30/2025	266 Frost Cir
Richard Vandenbroucke	Member	5 Years	4/30/2023	19 Garfield Pkwy
Alice Morava	Advisory Member	1 Year	4/30/2021	118 Circle Dr
EMS Task Force ad hoc Committee		Term	Expires	Address
Bill Duncan	Village President			
Village Administrator	Village Administrator			
Don Parker	Finance & Personnel Committee Chairman			
George Vlach	Protective Services Committee Chairman			
Rich Gluth	Rescue Squad Captain			
Dale Vavra	Rescue Squad Lieutenant			
Doug Smith	Fire Department Chief			
Paul Nicholson	Fire Department Lieutenant			
Ethics Board Ord. §1.13(5)		Term	Expires	Address
Gordy Roth	Member	3 Years	4/30/2022	74 Upper Loch Vista
John P. Marra	Member	3 Years	4/30/2023	548 Wiswell Dr
Michelle Weber	Member	3 Years	4/30/2021	
Open	Alternate Member	3 Years	4/30/2021	
Harbor Commission Ord. § 1.05 (7) & Wis. Stats §30.37		Term	Expires	Address
Tom Lothian	Chair	3 Years	4/30/2023	539 Park Ridge Rd.
Lowell Wright	Village Trustee	Annual	4/30/2021	26 Johnson Terr
Richard Lamkey	Member	3 Years	4/30/2023	PO Box 1343
Marsha Engquist	Member	3 Years	4/30/2021	
Matt Robbins	Member	3 Years	4/30/2023	371 Frost Dr
Law Enforcement Committee Ord. §1.05 (9)		Term	Expires	Address
Frank Bonifacic		3 Years	4/30/2023	342 Circle Pkwy
Jeanne Hannula		3 Years	4/30/2021	441 Frost Dr
Richard Tuma		3 Years	4/30/2022	560 Wiswell Dr
Parks and Memorial Advisory Committee Ord. §1.05 (8)		3 Years	Term	Address
Pat Watts	Chair	3 Years	4/30/2022	425 Frost Dr
Robert Carlson	Citizen Member	3 Years	4/30/2023	PO Box 997
Open	Citizen Member	3 Years	4/30/2022	
Bob Kantor	Citizen Member	3 Years	4/30/2021	524 Wiswell Dr
Open	Citizen Member	3 Years	4/30/2021	560 Wiswell Dr
Plan Commission §1.05 (4) and Wis. Stats. §62.23(1)		Term	Expires	Address
William Duncan, Chair	Village President	2 Years	4/19/2021	341 Pierce Dr
Don Parker	Village Board Member	Annual	4/30/2021	354 Forest Dr
Pat Watts	Parks & Memorial Board Member	Annual	4/30/2021	425 Frost Dr
Ralph Cincinelli	Alternate Member	3 Years	4/30/2022	357 Forest Dr
Maggie Gage	Citizen Member	3 Years	4/30/2021	PO Box 220
Jess Haak	Citizen Member	3 Years	4/30/2022	380 Frost Dr
Marianne Klemke	Citizen Member	3 Years	4/30/2023	PO Box 64
Jane Pegel	Citizen Member	3 Years	4/30/2022	PO Box 40
Library Board Wis. Stats. §43.54		Term	Expires	Address
Edgar (Skip) Mosshammer	President (County Appt.)	3 Years	County Appt	27 Constance Blvd

James Bindl	Member	3 Years	5/1/2022	352 Forest Dr
Mary Connolly	Member	3 Years	5/1/2022	305 Circle Pkwy
Bryan Esarco	Village Appointee Member	3 Years	5/1/2021	416 Fair Oaks
Matthew Stanek	Village Trustee	Annual	5/1/2021	439 Ashley Dr.
Amy Mitchell	School Board Representative	Annual	5/1/2021	
Andy Woss	Delavan Town Rep	Annual	5/1/2021	
Zoning Board of Appeals §18.1105 Wis. Stats. §62.23(7)e		Term	Expires	Address
George Vlach, Chair	Chairman/Trustee/Contractor	Annual	4/30/2021	PO Box 406
Rob Umans	Trustee	Annual	4/30/2021	528 Morgan Dr
Jane Pegel	Plan Member	3 Years	4/30/2023	PO Box 40
Dennis Costello	Member	3 Years	4/30/2021	342 Pierce Dr
Tom Lothian	Member	3 Years	4/30/2021	539 Park Ridge Rd.
Mike Fieweger	First Alternate	3 Years	4/30/2023	536 Morgan Dr
Enhancement Committee		Term	Expires	Address
Halina Marra	President	1 Year	5/1/2021	548 Wiswell Dr
Julie Ann Poplar	Vice President	1 Year	5/1/2021	532 Wiswell Dr
Rita Pilarski	Treasurer	1 Year	5/1/2021	556 Wilmette Rd
Connie Gluth	Member	1 Year	5/1/2021	95 Lackey Dr
Lynne Landgraf	Member	1 Year	5/1/2021	111 Jewel Rd
Mary Jo Petullo	Member	1 Year	5/1/2021	PO Box 314
Joint Extraterritorial Zoning Committee (ETZ Joint Comm) Ord. §18.17 & Wis. Stats. 62.23(7a)		Term	Expires	Address
Pat Watts	Chair	3 Years	5/1/2022	425 Frost Dr
Jess Haak		3 Years	5/1/2021	380 Frost Dr
Maggie Gage		3 Years	5/1/2023	PO Box 220
Extraterritorial Zoning Board of Appeals (ETZ-BOA) Ord. §18.1716 (A)		Term	Expires	Address
Richard Tuma	Chair	3 Years	5/1/2022	560 Wiswell Dr
Vernon Choyce	Member	3 Years	5/1/2021	353 Forest Dr
Michael O'Brien	Member	3 Years	5/1/2023	402 Lakewood Dr
Dennis Costello	1st Alternate	3 Years	5/1/2023	342 Pierce Dr
Spencer Weber	2nd Alternate (Town)	3 Years	5/1/2023	PO Box 103

Professional Building Inspections



Memo

To: Village of Williams Bay Board Members

From: Joe Mesler, Building Inspector

Date April 2021

Re: Pier Permit For: DNR# IP-SE-2020-65-04026
249 Constance Blvd.

Members of the board, the building inspection dept. has reviewed this application according to SECTION 12, in regards to piers, slips and buoys.

Department of Natural Resources

Permit # IP-SE-2020-65-04026

Minimum distance to Riparian lot line (12.5') per Village ordinance 12.05 (6)(B)

Maximum distance from shore is 100', per Village ordinance. 12.01 (8)

The proposed project includes the full replacement of an existing pier (#344) with a new 100' long x 8' wide main stem, a connected 6' wide L-section that will also support one boat slip. Seven new rock filled cribs will be placed to support the pier structure See attached Exhibit A for pier layout and design.

____ Therefore based on the information submitted and DNR approval this department would recommend the approval of the permit.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2300 N Dr Martin L King Jr Dr.
Milwaukee, WI 53212

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



March 19, 2021

PATRICIA PURCELL TRUST
655 LONGBOAT CLUB RD
LONGBOAT KEY, FL 34228

IP-SE-2020-65-04026

RE: Application IP-SE-2020-65-04026 to place a pier on Geneva Lake in the Village of WILLIAMS BAY, Walworth County

To Whom It May Concern:

The Department of Natural Resources has completed its review of your application for a permit to place a pier on Geneva Lake located in the NW 1/4, NE 1/4, Sec. 12, T. 01, R. 16E, Village of WILLIAMS BAY, Walworth County. You will be pleased to know your application is approved.

I am attaching a copy of your permit, which lists the many important conditions that must be followed to protect water quality and habitat. A copy of the permit must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please call me at (262) 282-4740 or email Theresa.Alvarez@wisconsin.gov.

Sincerely,

Theresa Alvarez
Water Management Specialist

CC: U.S. Army Corps of Engineers – Project No. 2020-02398-AJK
Project Consultant
County Zoning Administrator
Village of Williams Bay
Conservation Warden, WI DNR
NR Basin Supervisor, WI DNR
Geneva Lake Association
Geneva Lake Conservancy

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**PIER PERMIT
IP-SE-2020-65-04026**

Application of PATRICIA PURCELL TRUST, docket IP-SE-2020-65-04026 is hereby granted under Sections 30.12 and 30.208, Wisconsin Statutes, to place a pier on Geneva Lake located in the NW 1/4, NE 1/4, Sec. 12, T. 01, R. 16E, Village of WILLIAMS BAY, Walworth County, subject to the following conditions:

PERMIT

1. You must notify Theresa Alvarez at phone (262) 282-4740 or email Theresa.Alvarez@wisconsin.gov before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described on or before 3/19/2023. If you will not complete the project by this date, you must submit a written request for an extension prior to expiration of the initial time limit specified in the permit. Your request must identify the requested extension date. The Department shall extend the time limit for an individual permit or contract for no longer than an additional 5 years if you request the extension before the initial time limit expires. You may not begin or continue construction after the original permit expiration date unless the Department extends the permit in writing or grants a new permit.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.
7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
9. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.

12. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken every time you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. **Wash your equipment** with hot (>140° F) and/or high pressure water,
- OR -
Allow your equipment to **dry thoroughly for 5 days**.

Additional Conditions:

1. Electrical, fueling, and waste handling facilities must comply with applicable safety and environmental protection regulations.
2. If foam flotation is used, this material must be completely coated or contained to resist deterioration from the elements and gasoline. A written description of the proposed material must be submitted to the Department for approval prior to use.
3. No mooring buoys beyond those expressly authorized by this permit are allowed without an amendment of this permit.
4. The pier must allow the free movement of water and must not entrap vegetation.
5. The pier must not enclose any portion of the navigable waterway.
6. This permit and plans must be encased in plastic and legibly displayed along the water's edge during construction and for 30 days after construction of this pier. The purpose of this condition is to allow Department staff and the public to monitor the project and to ensure compliance with the conditions of the project.
7. This permit authorizes future maintenance to the piers; however, no change can be made to the type of materials, number of slips, or pier configuration without written approval from the Department or amendment of this permit.
8. This pier must not interfere with the rights of other riparians.
9. You must charge no more than a reasonable fee for the slip (or mooring) rentals. Reasonable fees are moorage fees charged the general public at similar facilities in the vicinity.
10. You must initially notify the public of the availability of slips by advertising in the Walworth-Fontana Times for a period of not less than seven days. Thereafter, you must seasonally advertise the availability of slips in the same paper whenever the waiting list is depleted.
11. You must maintain a first-come, first-served waiting list and advise those individuals on the list of any available slips.
12. You must not cover the piers or slips or allow any buildings or other structures to be placed or constructed on the piers.
13. You must provide adequate upland access, including parking, for the general public consistent with the number of slips offered for rental to the general public.

14. Dockside pump-out facilities must be well maintained.
15. Piers and pilings are limited are limited to colors which are not visually intrusive as viewed against the shoreline.
16. Lighting for safety or to facilitate docking may be included and should be down focused, non-intermittent white or yellow light.
17. Flotation devices must be securely attached to the pier and maintained in a serviceable condition
18. Roofs, walls, and advertising signs may not be included on the piers. A sign of reasonable dimensions to identify the property is permissible on the upland area only.
19. The marina must comply with NR 102, Wis. Adm. Code to meet Wisconsin water quality standards and the protection of water quality.
20. The Marina must comply with NR 151, Wis. Adm. Code's performance standards. Best Management practices to avoid or minimize soil, sediment, or pollutants carried in runoff to waters of the state must be implemented.

FINDINGS OF FACT

1. On behalf of the PATRICIA PURCELL TRUST, 655 LONGBOAT CLUB RD, LONGBOAT KEY, FL 34228, Larry Quist filed an application with this Department on 12/01/2020, under sections Sections 30.12 and 30.208, Wisconsin Statutes, to replace a pier on Geneva Lake located in the NW 1/4, NE 1/4, Sec. 12, T. 01, R. 16E, Village of WILLIAMS BAY, Walworth County.
2. The applicant proposes to proposed project to fully replace an existing pier (#344) with a new 100' long x 8' wide main stem, a connected 6' wide L-section that will also support one boat slip. Seven new rock filled cribs will be placed to support the pier structure. Exhibit A provided for pier design and layout.
3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. Geneva Lake is a navigable water (and no bulkhead exists at the project site).
5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. The proposed project will not impact wetlands if constructed in accordance with this permit.
7. The Department of Natural Resources has determined that the agency's review of the proposed project constitutes an equivalent analysis action under s. NR 150.20(2), Wis. Adm. Code. The Department has considered the impacts on the human environment, alternatives to the proposed projects and has provided opportunities for public disclosure and comment. The Department has completed all procedural requirements of s. 1.11(2)(c), Wis. Stats., and NR 150, Wis. Adm. Code for this project.
8. Department of Natural Resources has completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 30.12 and 30.208, Wisconsin Statutes and Chapters NR 102, 103, and 326 of the Wisconsin Administrative Code.

The applicant was responsible for fulfilling the procedural requirements for publication of notices under s. 30.208(5)(c)1m., Stats., and was responsible for publication of the notice of pending application under s.30.208(3)(a), Stats. or the notice of public informational hearing under s.30.208(3)(c), Stats., or both. S. 30.208(3)(e), Stats., provides that if no public hearing is

held, the Department must issue its decision within 30 days of the 30-day public comment period, and if a public hearing is held, the Department must issue its decision within 20 days after the 10-day period for public comment after the public hearing. S. 30.208(5)(bm), Stats., requires the Department to consider the date on which the department publishes a notice on its web site as the date of notice.

9. The structure or deposit will not materially obstruct navigation because it will be placed at a similar distance and angle to other piers in the vicinity and vessels will be able to navigate around and waterward of the pier structure.

10. The structure or deposit will not be detrimental to the public interest because the pier will be placed using best management practices, does not exceed reasonable use thresholds for this property and will be of a same size and configuration to other piers on Geneva Lake.

11. The structure or deposit will not materially reduce the flood flow capacity of the lake.

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 30.209, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and sections NR 2.03, 2.05, and 310.18, Wis. Admin. Code, and if the petitioner is not the applicant the petition must include the following information:

1. A description of the objection that is sufficiently specific to allow the department to determine which provisions of this section may be violated if the proposed permit or contract is allowed to proceed.
2. A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the project, as proposed, may result in a violation of Chapter 30, Wis. Stats.;
3. A commitment by the petitioner to appear at the administrative hearing and present information supporting the petitioner's objection.

If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at the Southeast Region Headquarters, Milwaukee, Wisconsin on 3/19/2021.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

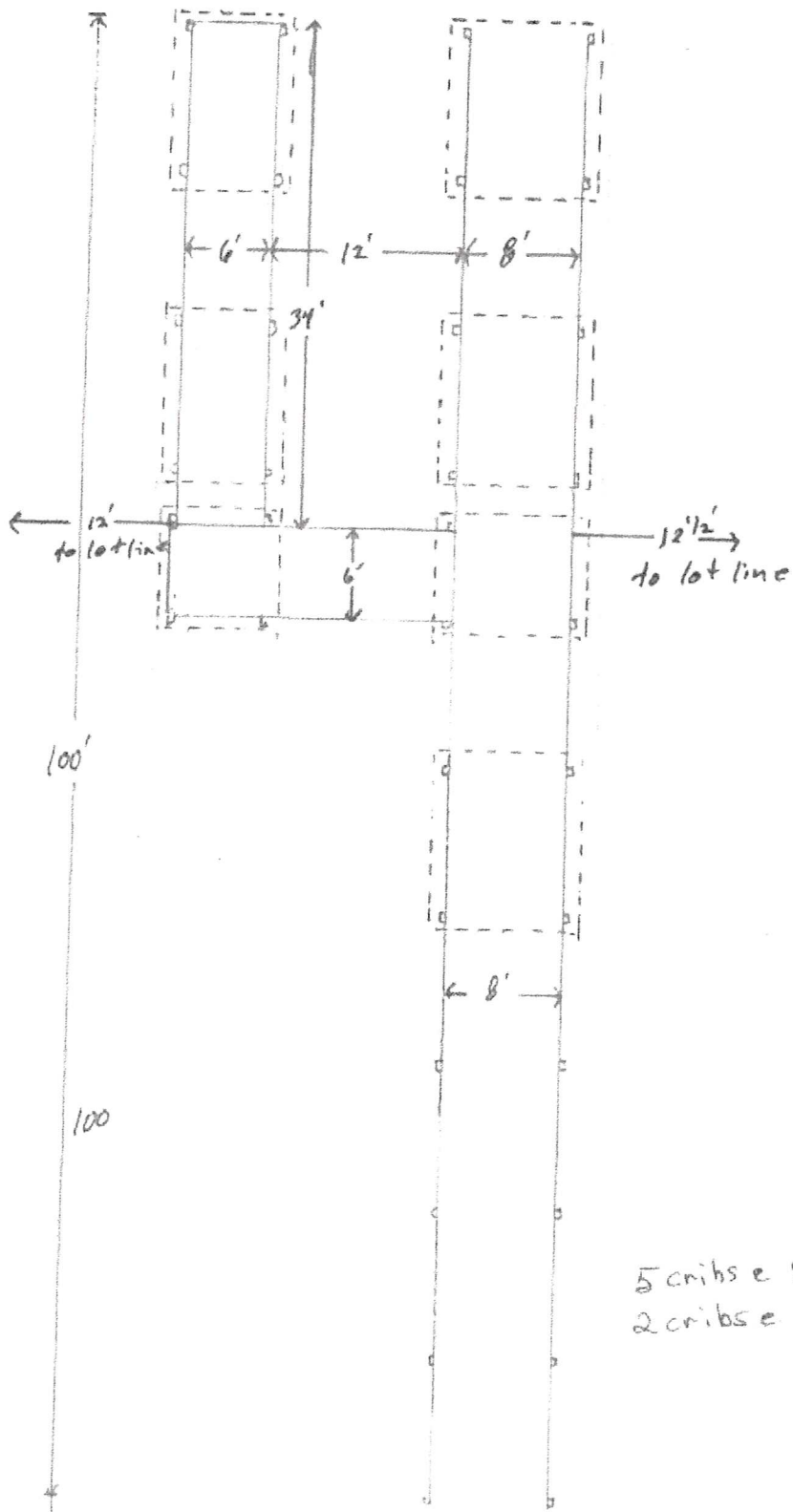
For the Secretary

A handwritten signature in cursive script, appearing to read "Theresa Alvarez", written in black ink.

Theresa Alvarez

Water Management Specialist

Exhibit A



5 cribs @ 80 square' each
2 cribs @ 40 square' each

Purcell