



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

COMMITTEE MEETINGS

WEDNESDAY, MARCH 15, 2023 AT 6:30 PM

AGENDA

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

- I. Streets & Highways Committee – Stanek, D'Alessandro, Vlach**
 - a. Call to Order
 - b. Roll Call
 - c. Streets & Highways Committee Meeting Minutes of February 6, 2023
 - d. Streets & Highways Committee Meeting Minutes of February 15, 2023
 - e. DOT Request Regarding Parking on STH 67
 - f. DOT Request Regarding Parking on Walworth Street
 - g. Replacement of certain portions of sidewalk on Highway 67
 - h. 119 Conference Point Road
 - i. Cinco De Mayo Application
 - j. TAP Grant
 - k. Adjourn
- II. Protective Services Committee – Vlach, Umans, Jaramillo**
 - a. Call to Order
 - b. Roll Call
 - c. Protective Services Committee Meeting Minutes of February 15, 2023
 - d. December 2022 EMS Report
 - e. January 2023 EMS Report
 - f. February 2023 EMS Report
 - g. Monthly Numbers
 - h. Adjourn
- III. Building, Zoning & Ordinance Committee – Jaramillo, Vlach, Wright**
 - a. Call to Order
 - b. Roll Call
 - c. Building, Zoning & Ordinance Committee Meeting Minutes of February 15, 2023
 - d. Consider update to 238-1 concerning minor curfew.

- e. Review of certain ordinances identified in the codification process
- f. Adjourn

IV. Parks & Lakefront Committee – D’Alessandro, Stanek, Wright

- a. Call to Order
- b. Roll Call
- c. Parks & Lakefront Committee Meeting Minutes of February 15, 2023
- d. Joint Parks & Lakefront Committee and Finance & Personnel Committee Meeting Minutes of February 20, 2023
- e. Recreation Department Directors Report
- f. Recreation Department Numbers
- g. Edgewater Park Application - Farmers Market
- h. Linn Beach Agreement
- i. Boat Cleaning Station Donation
- j. Demo of Old Tennis Courts
- k. Adjourn

V. Water & Sewer Committee – Umans, Jaramillo, Stanek

- a. Call to Order
- b. Roll Call
- c. Water & Sewer Committee Meeting Minutes of February 15, 2023
- d. Baxter & Woodman Engineering Reports Updates
- e. Public Works Update
- f. Extension of Lease with U.S. Cellular
- g. Adjourn

VI. Finance & Personnel Committee – Wright, D’Alessandro, Umans

- a. Call to Order
- b. Roll Call
- c. Finance & Personnel Committee Meeting Minutes of February 15, 2023
- d. Joint Parks & Lakefront Committee and Finance & Personnel Committee Meeting Minutes of February 20, 2023
- e. Finance & Personnel Committee Meeting Minutes of March 6, 2023
 - f. Add David Lothspeich and remove Catherine Tobin as an authorized signer for First National Bank & Trust and Advia Credit Union
- g. IT Services Contract Renewal
- h. Assessment Services RFP
- i. Village Hall Server
- j. Baywood Heights Subdivision Entrance sign on Theatre Road
- k. Boat Cleaning Station Funding
- l. Clean Boat Grant
- m. Treasurer's Report

- n. Monthly activity of Borrowing projects
- o. Identifying and approving matching funds for the disaster assistance program
- p. Replacement of certain portions of sidewalk on Highway 67
- q. ~~Convene in closed session under section 19.85 (1) (f) of the Wisconsin statutes for the purpose of the preliminary consideration of a specific personnel problem or the investigation of charges against a specific person except where section 19.85(1)(b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in the investigations.~~
—— Consideration of a personnel problem or investigation
- r. ~~Reconvene into open session and possible action on the closed session item~~
- s. Adjourn

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

Posted: 03/14/2023 12:00 PM

Amended: 3/14/2023 1:30 PM

Posted: 03/14/2023 03:00 PM

Amended: 3/14/2023 4:10 PM

Posted: 03/14/2023 5:00 PM



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UNOFFICIAL MINUTES STREETS & HIGHWAYS COMMITTEE MEETING 2/6/2023 MEETING MONDAY, FEBRUARY 6, 2023 AT 5:45 PM

I. Call to Order

Matthew Stanek called the meeting to order at 05:45pm.

II. Roll Call

Present: George Vlach, Matthew Stanek, Jim D'Alessandro

Also Present: Director of Public Works Edwards, Village Engineer Snyder, Interim Administrator Bretl, Clerk Kolls

Matthew Stanek asked for a motion to move item III., Adjourn to after Item V., 119 Conference Point

The motion to move item III. was initiated by George Vlach and seconded by Jim D'Alessandro. Unanimously carried.

III. Request to close Walworth Ave to vehicular traffic from Geneva to Cherry Streets on May 6, 2023 for Cinco de Mayo Event

Jim D'Alessandro explained that the Business Association is looking to hold a cultural event that would be business run. D'Alessandro explained that the road closure would be before Cherry on the south side and would not block the apartment building traffic. D'Alessandro explained that alcohol would be a very minor portion and would need to be decided by the Protective Services Committee. D'Alessandro explained the event organizers would like to get the street closure locked down before hiring any talent.

Matthew Stanek read aloud a letter from Chief Timm confirming that Chief Timm is in favor of the road closure contingent on the Hwy 67 detour plans.

Doug Snyder explained that the detour is expected to be down Hwy 50 to F.

D'Alessandro explained that it would be preferred to hold the event near the businesses. However, he had inquired about the Field House availability as backup.

George Vlach questioned whether they would need to temporarily update the liquor licenses of the businesses to include the sidewalk? Dave Bretl explained that they would need to and that they would have to consider the amount of time that would be required to get it published and approved by the Village Board.

D'Alessandro explained that the event would be from around 10:00 AM to 4:00 PM on Saturday May 6, 2023.

Vlach questioned if extra officers would be needed and who would be sponsoring the event.

D'Alessandro explained that he felt there would be no need for extra officers and that the event would be sponsored by the WBBA.

Matthew Stanek and Wayne Edwards discussed the possible use of Jersey Barriers to block the road so that no traffic can get through.

Stanek suggested that the WBBA could donate the Jersey Barriers to the Village and D'Alessandro stated that it may be a possibility.

The motion to table the Request to close Walworth Ave to vehicular traffic from Geneva to Cherry Streets on May 6, 2023 for Cinco de Mayo Event until Committee Meeting on 2-15-2023 was initiated by Jim D'Alessandro and seconded by George Vlach. Unanimously carried.

IV. 119 Conference Point Road issues

Jack Sherrier (119 Conference Pt) explained that the north side is complete. Sherrier explained that the tree is down and the stakes are out, they are just waiting for the weather to clear up so they can do the work. Sherrier explained they are ready to stake out the south side but can not with the foot of snow we currently have. Sherrier explained that Patty Clare had talked to his Engineer that morning to clear up a couple of finer points. Sherrier explained that they are committed to getting this behind them.

Patty Clare (131 Conference Pt) stated they had good news. Clare explained that they feel like they are making progress and are headed in the right direction. Clare explained that they had several conversations with the Sherrier's engineer and they felt they were moving in the right direction. Clare explained there were some finer points that needed to be cleared up. Clare stated that they had spoken to the Sherrier's engineer that morning about some changes. Clare stated that the Engineer stated he felt they were acceptable and would be drawing them up and going over them with the Sherriers. Clare stated that was step one. Clare stated step two would be that once they were all in agreement they would formalize it all which Clare felt would take about a week. Clare stated the third stage would be the execution. Clare stated that they requested April 15, 2023 for a completion date which they feel to be fair, weather permitting.

Matthew Stanek explained that it sounds as if the south side would be completed at the same time as the north side with the same excavator. Stanek clarified the Sherriers are looking at April for both sides.

Sherrier agreed.

Stanek asked Doug Snyder if he had anything to add.

Snyder explained that it is his understanding that they are going to come up with a plan for the space between the Clare's and the Sherrier's. Snyder explained he would like to record that plan with the approved site plan as a modification so that it can be a piece of history.

Stanek agreed.

Sherrier asked if that would be done after the survey, as they hadn't gotten that done yet.

Stanek explained it would be done once the plan has been agreed on between the two parties. Stanek explained that is proposed to the village is what the Village will sign off on.

Jim D'Alessandro asked if, after the work is completed in April, this will all be done?

Sherrier stated it should be done in April.

Clare explained- that after the work is done they will have a survey done and the issue will be done.

Stanek stated after the survey is done, our engineer will go out and make sure everything is good.

Snyder explained that once he looks at it and everything is signed off, it will be good.

D'Alessandro clarified that once it gets recorded, then it is no longer a Village issue.

Snyder agreed that D'Alessandro is correct.

D'Alessandro clarified that if any more issues were to come up with neighbors it would be a civil matter.

George Vlach asked if there was a document to be signed by the Village stating that everything was right?

Snyder explained that Bonnie would close the zoning permit.

Vlach reiterated that once everything is done they will each get a signed copy and then it is done.

Stanek explained that they need to discuss the fees that the Village has encountered for everything the Village Engineer has had to do in regards to this situation. Stanek requested that they discuss these fees.

Stanek explained that these are the expenses from before the last meeting regarding this issue and it is his understanding that everything recent has been billed to the Sherriers.

Snyder stated that there have been no charges for the past six to eight months.

Vlach asked if the Sherriers has seen a copy of the bill?

Stanek gave the Sherriers his copy.

D'Alessandro asked Stanek if he was looking for a decision today?

Stanek explained that he thinks they should discuss what is going to happen in the future with these fees. Stanek explained he would like to discuss the possibility of taking a portion of the fees now, with the remaining to be decided upon once everything is complete. Stanek explained he feels the Village taxpayers should not have to pay for these fees that have been incurred our Village Engineer.

Vlach questioned if the expenses listed were all extra?

Snyder agreed that they were. Snyder explained the engineering fees were one component and that separate fines were another.

Vlach asked if any fines had been levied at that point?

Stanek stated that nothing had been levied.

Vlach explained at this time the fines were not charged and could go away.

Stanek explained that our ordinance allows us to impose fines for this type of situation. Stanek explained the village could fine for all the time that this situation has been non-compliant.

D'Alessandro asked what part of the bill represented fines?

Stanek explained that the current bill is strictly Snyder's fees, and no fines are reflected.

D'Alessandro asked if Snyder recalled what the biggest expense in the amount of \$3150.00 dated 4-27-2021 consisted of.

Snyder explained there were two meetings at the location. Snyder went on to explain the first meeting was the initial call asking him to do something with the filled water way along with a complaint from the neighbor. Snyder explained that the second was memos stating that they needed to rectify the problem. The memo also contained ways that they could rectify the problem, such as hiring an engineer and getting an approved plan. Snyder explained that this was the biggest portion of this expense. Snyder explained that the other portion of the expense was the review of the engineers' plan.

D'Alessandro stated that Snyder's time is billed to the Village for all of the previously listed expenses.

Vlach stated that on the bill in front of them they only see a date, and that the Village has actual invoices for the work.

Snyder stated the Village has the detailed billing along with the reports that go with it.

D'Alessandro asked if the Sherriers were notified that they would be billed?

Snyder stated that he told them on two occasions. Snyder explained that they were informed with two different administrators, Becky Tobin as well as Jim Weiss.

Stanek stated it was also brought up in prior meetings.

D'Alessandro clarified that the Sherriers were told on site that they would be billed.

Snyder stated, yes, he had told them they would get a bill for his time.

Stanek asked Snyder if the fees could have been avoided if the original plan had been followed?

Snyder explained that it could have been avoided had the Sherriers brought in a site plan. Snyder went on to explain that half the fees would still have been incurred as he still would have had to review the plan.

D'Alessandro asks if we normally charge people for review of plans?

Snyder explained that Bonnie Schaeffer requires them to sign a reimbursement agreement which provides applicants between two and six hours of his time. Snyder went on to explain that this would usually cost somewhere south of \$1000.00.

D'Alessandro clarified that had everything been done to plan, the Sherriers would have only been charged about \$1000.00.

Snyder stated that the Sherriers had not been charged for any of his time since September 30, 2021.

Vlach asked if the village were to take the dollar amount and cut it in half, would that be fair?

D'Alessandro stated he felt it would be fair. However, he felt that perhaps they should wait until everything was said and done.

Stanek stated that he would propose we impose half of this amount now with the other half being dependent on the job getting accomplished.

Sherrier explained he was never presented with a reimbursement agreement. Sherrier stated he did not know one existed. Sherrier went on to state the Village had ample and numerous occasions for which this could have been presented.

Vlach stated this was brought up in meetings in the past. Vlach went on to explain he specifically remembers having the

discussion regarding the fees. Vlach explained they had discussed at previous meetings that the Village attorney stated that we could pursue all of the fees incurred by the Village. Vlach explained that even if he was not presented anything formally, the law still states we can pursue it.

Sherrier explained that they are on their sixth topographical survey. Sherrier explained that they also had to pay \$1000.00 for the tree removal as well as two and half years of engineering fees.

Vlach asked if all of the costs Sherrier described came after the original plan was put together?

Snyder replied it was after his notices were put out.

Vlach explained that all those issues and all the extra meetings for the Village, came as a result of the plan not being followed. Vlach stated that he agreed the Sherriers had extra expenses, but the Village did not impose those on the Sherriers. Vlach continued to state the Sherriers had a plan to follow and it wasn't followed and that is why the committee was meeting today.

Sherrier stated that he saw cut, jackhammered and removed the driveway.

Vlach agreed that they had but, stated that it was a driveway which was put in incorrectly.

D'Alessandro clarified it was self-inflicted. D'Alessandro stated he feels that Stanek's proposal is fair to the Sherriers.

Stanek stated that the tax payers should not be footing the bill for this situation.

Vlach stated he feels that imposing half of the cost now could also be an incentive to end the situation.

Stanek agreed. Stanek stated that he would entertain a motion to incur a fee of \$3150.00 to the Sherriers with a possibility of the additional remaining be dependent upon the work being completed.

D'Alessandro stated that he feels a different motion would be better, in that we charge half of the final charge because the Village doesn't know if they are going to incur more charge. D'Alessandro also stated that the Village doesn't know if this will go on past April 2023.

D'Alessandro explained he feels the Village needs to be more specific in the motion and make sure this does not include fines, which may be a possibility. D'Alessandro stated we should specify that these are just engineering fees and these do not include fines. D'Alessandro explained the Village is not saying that they are going to fine the Sherriers, but that could be a possibility.

Stanek would entertain a motion at this point in time to impose payment for half the engineering fees in the amount of \$3150.00 with the option of the Village to impose the remainder of any engineering fees if the work is not completed.

Vlach clarified the motion to state that the Village is going to ask for half of the current engineering fees now and reserve the right to request all of the fees including any other engineering fees imposed from this day forward if an agreement is not reached and work not completed upon satisfaction.

D'Alessandro stated he would like to discuss this issue more.

The council room door was closed by Clare due to noise in the hall. Vlach and D'Alessandro explained that the door needed to be open as this is an open meeting and the public had to be able to enter.

D'Alessandro asked if the motion was half of the current bill now and additional fees could be charged if it is not resolved? D'Alessandro stated at some point in time we would need a written agreement.

Stanek stated if fees are imposed on the Sherriers, the Village has a right to issue a lien.

D'Alessandro stated he was concerned that this would turn into a legal matter.

Vlach stated he feels the Village is being fair by asking for half the fees and that this could be used as an incentive to get the work done.

Vlach asked the Sherriers if they were presented with an agreement to pay half of the current fees with an agreement to have the rest waived. Would that be something they would agree to?

Sherrier stated he doesn't feel he should be billed anything.

Vlach suggested that they withdraw the motion and have the Village Attorney draw something up.

Dave Bretl explained several things, the first being the Village could impose this tonight if they wanted to without an agreement, or the second would be where the Village could get some kind of waiver eliminating any chance of litigation against the Village. Bretl explained that by going with the second option, the Village would have to get something signed. Bretl went on to explain that he doesn't feel the Sherriers have indicated that they would sign anything.

Vlach withdraws his motion. Vlach explained he is tired of dealing with this issue. Vlach explained that he feels we have been more than fair. Vlach continued to explain that he feels we need to get this done and go after the full amount.

Stanek explained that this would be forwarded to the Village Attorney.

D'Alessandro explained that once we impose the full amount there still could be negotiations between attorneys.

V. Adjourn

The motion to adjourn was initiated by Jim D'Alessandro and seconded by George Vlach at 06:20pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



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UNOFFICIAL MINUTES STREETS AND HIGHWAYS COMMITTEE WEDNESDAY, FEBRUARY 15, 2023, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Stanek at 6:30pm.

Roll Call

Trustees Stanek, D'Alessandro and Vlach

Also Present: President Duncan, Trustee Umans and Wright, Interim Administrator Bretl, Treasurer Peternell, Director of Public Works Edwards, Police Lieutenant Kostock, Recreation Director Rowland, Village Engineer Snyder, Dave Bjorge; Marquis Car Club and Cathy Butler; 340 Smythe

Meeting Minutes

Vlach/D'Alessandro motion to approve meeting minutes of January 11, 2023. Motion carried unanimously.

Request to close Walworth Ave to vehicular traffic from Geneva to Cherry Streets on May 6, 2023, for Cinco de Mayo Event

D'Alessandro stated that the WBBA is interested in sponsoring a Cinco de Mayo event on May 6, 2023, and is requesting to close Walworth Ave to vehicular traffic from Geneva to Cherry Streets for the event. The event would be like a block party and would be a family day event with entertainment including a DJ, dancers, food and crafts. Since WBBA would be sponsoring the event, they would be providing insurance and naming the Village as an additional insured. It was the consensus of the Committee that it would be a good event for the Village. Representatives for the event will bring more concrete plans to the Committee later when more details are available.

Request for Car Show

Dave Bjorge was present to discuss holding a car cruise event on Walworth Avenue between Geneva and Cherry Street on either June 16th or June 30th. Discussion was held regarding summer activities in the Village at that time of year and how that would impact the limited parking in the Village. It was the consensus of the Committee that the event is a good idea but not during that time of year. It was recommended to Bjorge that he contact the Library as a possible location for the event.

Request by resident for replacement of the Baywood Heights subdivision sign at the Theatre Road entrance to the subdivision

Cathy Butler (340 Smythe) was present to discuss a request from some of the residents in Baywood Heights to replace the sign at the entrance of the subdivision. Butler stated that she received a quote from Timber Line Signs for approximately \$2,000 with a design like the wood sign in Lakewood Trails. Edwards stated that there is no Homeowner's Association in Baywood Heights and the sign is on Village property. It was the consensus of the Committee that since the sign is on Village property, the Village would be responsible for replacing the sign. D'Alessandro/Vlach motion to obtain another quote and bring the item to the Finance & Personnel Committee for recommendation on funding.

Adjourn

Vlach/D'Alessandro motion to adjourn at 7:04pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the Streets & Highways Committee



VILLAGE OF WILLIAMS BAY

To: Matt Stanek, Chair- Streets & Highways

C. Tina Kolls
Doug Snyder
Wayne Edwards
Justin Timm
David Lothspeich

From: Dave Bretl, Interim Administrator

Date: 3/8/2023

RE: Highway 67 parking

Just so nothing gets lost in the transition between me and David Lothspeich I am forwarding the attached information from the Wisconsin DOT relative to parking on the Highway 67 (west) project.

Unless you provide different direction, Matt, I would ask Tina to include this on the upcoming Streets & Highways agenda and distribute this memo in the informational packet.

I did speak with the DOT representative who indicated that our options are basically to retain the current parking or eliminate it. The DOT indicated that they would like to have a response from us, "the sooner the better." I don't want to speak for staff at this point, however, I think serious consideration should be given to retaining the current parking and paying the \$6,000.

3/8/2023

Becky/Wayne,

I am reaching out to you in regards to the proposed WisDOT project along WIS 67, a portion of which resides within the Village of Williams Bay. As is standard for all state highway projects any on street parking along the state highway is 100% the responsibility of the local municipality to pay for as part of the proposed work. I have attached an overview of the existing on street parking locations within Williams Bay within the proposed WIS 67 project.

As this project is a resurfacing project the parking lanes will receive a similar overlay to maintain the roadway integrity. Based on this proposed scope of work if Williams Bay would like to maintain the parking called out in the attachment the cost would be in today's dollars: \$6,000.

If Williams Bay would like to update the limits of their parking along STH 67 please let me know and we can update our estimate for the work. If the attached parking is to stay in place please let me know and I will work to draft a State Municipal Financial Agreement that covers the construction cost share for the parking lanes and submit it to the Village of Williams Bay for signatures.

If you have any questions about this or any other part of this project please let me know.

Thank you,

Ryan Bernard, P.E.

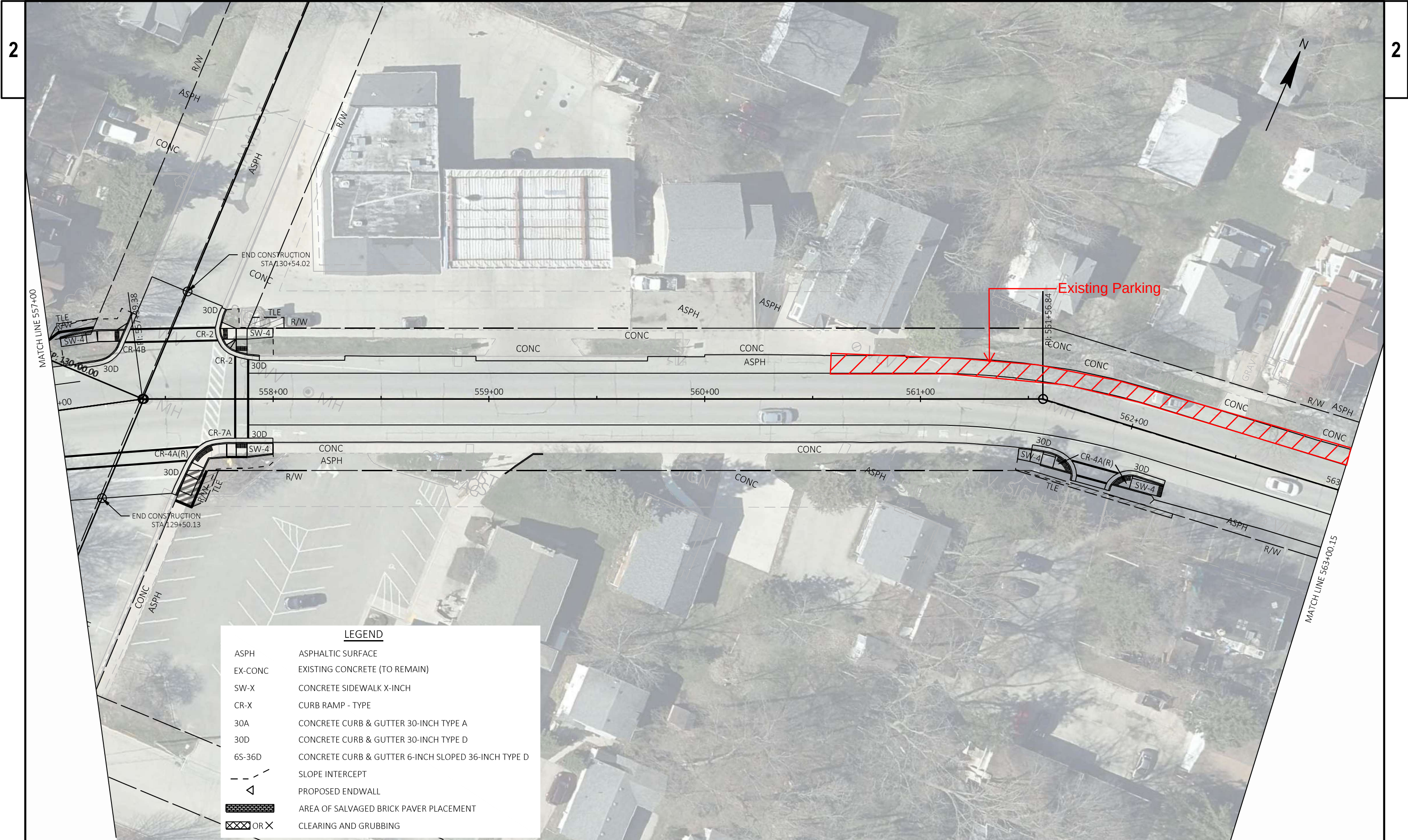
WisDOT DTSD

SE Region Planning

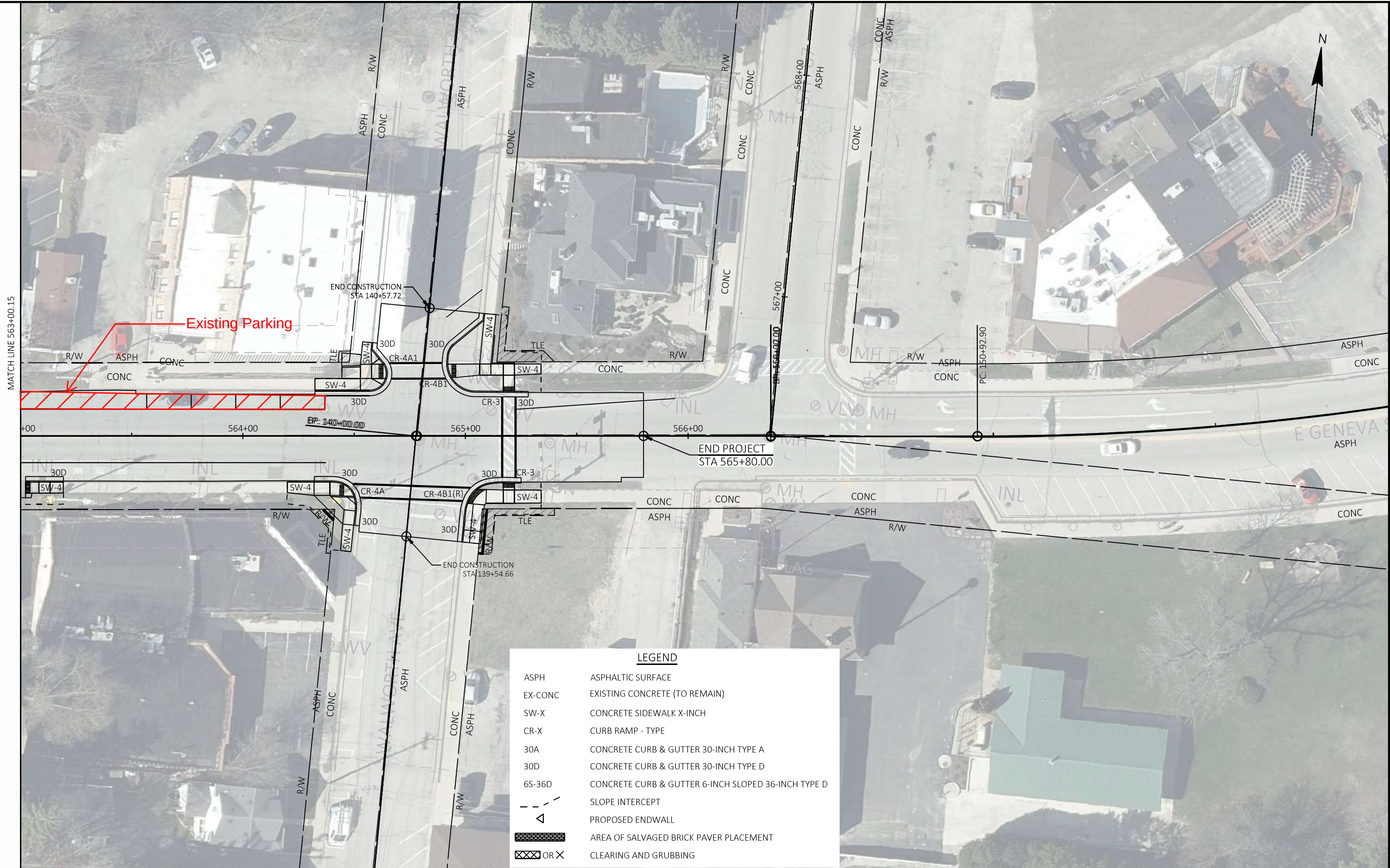
Final Scoping Team – Project Manager

262-548-6471

ryan.bernard@dot.wi.gov



LEGEND	
ASPH	ASPHALTIC SURFACE
EX-CONC	EXISTING CONCRETE (TO REMAIN)
SW-X	CONCRETE SIDEWALK X-INCH
CR-X	CURB RAMP - TYPE
30A	CONCRETE CURB & GUTTER 30-INCH TYPE A
30D	CONCRETE CURB & GUTTER 30-INCH TYPE D
6S-36D	CONCRETE CURB & GUTTER 6-INCH SLOPED 36-INCH TYPE D
- - -	SLOPE INTERCEPT
◁	PROPOSED ENDWALL
▨	AREA OF SALVAGED BRICK PAVER PLACEMENT
XXX OR X	CLEARING AND GRUBBING



PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET PRE 69 E

FILE NAME : N:\PDS\C3D\33250800\SHEETS\021201-PD.DWG
LAYOUT NAME - 021253-pd

PLOT DATE : 1/4/2023 10:09 PM

PLOT BY : SENZ, LUKE

PLOT NAME :

PLOT SCALE : 1 IN=40 FT

WISDOT/CADDs SHEET 42

Fw: Temporary No Parking

Tina Kolls <clerk@vi.williamsbay.wi.gov>

Tue 3/14/2023 10:04 AM

To: Lori Peternell <treasurer@vi.williamsbay.wi.gov>

Tina Kolls

Village Clerk

Village of Williams Bay

262-245-2700

250 Williams Street | P.O. Box 580 | Williams Bay | WI | 53191

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Elected Official and Members of Village Committees or Commissions:

In order to comply with Open Meeting Requirements, please limit any reply to only the sender of this electronic communication. Written communication, emails and faxes are generally considered open public records.



From: Dave Bretl <admin@vi.williamsbay.wi.gov>

Sent: Monday, March 13, 2023 6:22 PM

To: Tina Kolls <clerk@vi.williamsbay.wi.gov>

Subject: FW: Temporary No Parking

This is for the agenda item DOT request for temporary "No Parking" on Walworth Avenue

From: Justin Timm <chief@vi.williamsbay.wi.gov>

Sent: Friday, March 10, 2023 9:10 AM

To: Dave Bretl <admin@vi.williamsbay.wi.gov>; Matt Stanek <mattstanek@vi.williamsbay.wi.gov>; George Vlach <gvlach@vi.williamsbay.wi.gov>

Subject: Temporary No Parking

Good afternoon,

I recently spoke with Jacob Olt, the engineer overseeing the 67 project. He has been in conversations with the Post Office regarding their large mail truck being able to get mail to their office.

Since they closed down the access point on 67 he was hoping to put up "Temporary No Parking" signs on certain sections of Walworth Avenue, just around the area needed to get their large truck into the office.

I gave him approval to put up the signage. I believe it would be a good idea to put this on the streets and highways or protective services meeting and if they have other suggestions, I can relay those to Mr. Olt.

Please let me know if you have any further questions. I am able to speak about this on Wednesday as well.

I have cc'd both Trustee Stanek and Trustee Vlach so please do not reply all to this email.

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 Vice President

PLEASE BE ADVISED OUR EMAIL WILL BE CHANGING TO:
CHIEF@VI.WILLIAMSBAY.WI.GOV



VILLAGE OF WILLIAMS BAY

To: Matt Stanek and Streets & Highways Committee members
Lowell Wright and Finance & Personnel Committee members

From: Dave Bretl

C: Doug Snyder
Lori Peternell
Wayne Edwards

Date: 3/13/2023

RE: Replacement of certain portions of sidewalk

Following the Highway 67 open house at Village Hall on February 20, Doug Snyder became aware of approximately 15 squares of sidewalk on the west side of Elkhorn Road between Stark Street and Olive Street that represent major trip hazards. Some of the slabs are heaved as much as three inches.

Doug walked the site with Jacob, the DOT project manager and it appeared that the DOT would expand the sidewalk replacement to take into account the additional squares. We subsequently learned that the DOT would not perform this work and we are on our own to replace the squares.

This work needs to be performed and now is the time to do it. My recommendation is that you authorize the Village to proceed. We can obtain quotes for the work (sealed bids are not required). The Finance Committee would need to identify a source of funding. My understanding is that you don't typically assess for sidewalk replacement.

Streets



Page 1 EDGEWATER PARK USE AND POLICY CONTRACT

N. Walworth St

EDGEWATER PARK USE AND POLICY CONTRACT

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

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

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



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

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

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

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

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

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

Indemnification:

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

General Information

Name: Jim DAlessandro Organization: Williams Bay Bus. ASSOC.

Address: 60 Johnson ter Box 788 Williams Bay

Phone: 262-903-9806 Email: harborview_wb@yahoo.com

Title of Event: Cinco de Mayo Block Party

Date(s) requested: may 6th 2023 Is event open to public? (circle one) ☒ YES ☐ NO

Summary of Event including the approximate number of attendees:

A cultural event for families to
celebrate Mexican Heritage, children's
activities, No Alcohol. chose st. from
150 attendees 9:00 A.M to 4:00 P.M

Contact Information (if different than above)

Name: Jim DAlessandro Organization: WBBA

Address: 60 Johnson ter W.B.



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: 262-903-9806 Email: harborview-wb@yahoo.com



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

~~EDGEWATER PARK~~ N. Walworth St.

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

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

DATED this 9th day of March, 2023

Group or organization W B B A

Our liability insurance provided by: West Bend Mutual

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

Signed by: [Signature]
President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2023

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

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

PRODUCER West Bend Mutual Insurance Company 1900 South 18th Avenue West Bend WI 53095	CONTACT NAME: Customer Care PHONE (A/C, No, Ext): (866) 926-4244 FAX (A/C, No): (262) 365-2200 E-MAIL ADDRESS: customercare@wbmi.com																					
INSURED Williams Bay Business Association, Inc PO Box 788 Williams Bay WI 53191-0788	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>West Bend Mutual Insurance Company</td><td>15350</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	West Bend Mutual Insurance Company	15350	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 22/23 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			A608885	06/18/2022	06/18/2023	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
			PRODUCTS - COMP/OP AGG \$ 2,000,000				
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Events: Cinco de Mayo Street Festival 5/6/23
Farmers Market - 5/29/23 - 9/4/23

CERTIFICATE HOLDER**CANCELLATION**

Village of Williams Bay 250 Williams St PO Box 580 Williams Bay WI 53191	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Elizabeth Huffman</i>
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VILLAGE OF WILLIAMS BAY

To: Matt Stanek and Streets & Highways Committee members

From: Dave Bretl

C: Doug Snyder
Lori Peternell

Date: 3/13/2023

RE: TAP Grant for Theater Road Bike Path

On my “to do list” from Becky Tobin when I started this assignment was to determine whether the proposed Theater Road bike path would be eligible for TAP grant funding. The Village originally applied for funding in 2020 but was not approved. The deadline for a grant application is March 24, 2023.

I am not recommending proceeding with the grant, but I want to make sure you are aware of this situation. It is important that our decision not to proceed is a conscious one and not an act of omission.

David Hemmerich from Baxter Woodman researched this issue and does not recommend applying. His conclusion is as follows:

“The current TAP grant solicitation (due 3/24) is targeted to isolated rural communities with populations <5000, however, the state lumps Williams Bay in with the ‘urbanized area’ of Williams Bay, Lake Geneva, Como, Bloomfield, pushing it into a higher population category, making it less likely to be selected, but not necessary ineligible.

There is not a current BIL STP-Local or STP-Urban solicitation the Village would be eligible for, but future solicitations will be. You have to be more strategic with selecting streets for this funding (think more opportunity for ped-bike connectivity) to be more likely to be selected for STP-Local or STP-Urban.

Most of the federal discretionary programs do not apply to anything that can help Williams Bay. The RAISE funding is maybe the only thing to consider, but that too is targeted to larger Cities and multi-million dollar projects/studies....[The] Theatre Road path wasn't selected when the Village applied for TAP a few years ago, so I don't think it improves chances for this solicitation.

You can give it shot if you want, but a normal, less-targeted TAP application would be a better fit to apply.”

No action is required if you concur in the recommendation not to proceed with the grant application.



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE WEDNESDAY, FEBRUARY 15, 2023, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Vlach at 7:04pm

Roll Call

Trustees Vlach and Umans

Excused: Jaramillo

Also Present: President Duncan, Trustees D'Alessandro, Stanek and Wright, Interim Administrator Bretl, Treasurer Peternell, Director of Public Works Edwards, Police Lieutenant Kostock, Recreation Director Rowland, and Engineer Snyder.

Meeting Minutes

Umans/Vlach motion to approve the meeting minutes of January 11, 2023. Unanimously carried.

Request to close Walworth Ave to vehicular traffic from Geneva to Cherry Streets on May 6, 2023, for Cinco de Mayo Event

Discussion was held regarding alcohol at the event. Since the event organizers want the event to be a family friendly event, the focus will be on the entertainment they didn't feel that alcohol would be an important part of the event. It was the consensus of the Committee to not allow alcohol outside of the establishments that serve alcohol.

Monthly Numbers

The Committee reviewed the January 2023 Police Activity.

Adjourn

Umans/Vlach motion to adjourn at 7:12pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES BUILDING, ZONING AND ORDINANCE COMMITTEE WEDNESDAY, FEBRUARY 15, 2023, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Trustee Wright at 9:05pm

Roll Call

Trustees Vlach and Wright

Excused: Jaramillo

Also Present: President Duncan, Trustee D'Alessandro, Stanek, Umans, Interim Administrator Bretl, Treasurer Peternell, Director of Public Works Edwards and Police Lieutenant Kostock.

Meeting Minutes

Vlach/Wright motion to approve the meeting minutes of January 11, 2023. Unanimously carried.

Adjourn

Vlach/Wright motion to adjourn at 9:05pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the BZO Committee

Select Language ▼

*Village of Williams Bay, WI
Monday, March 13, 2023*

Chapter 238. Minors

Article I. Curfew

§ 238-1. Minors.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

- A. No minor person under the age of 18 years of age shall loiter, idle, wander or play, either on foot or in a vehicle of any nature whatsoever, upon the streets, alleys, highways, roads, sidewalks, parks, playgrounds, public grounds, vacant lots, or other unsupervised places in the Village between the hours of 11:00 p.m. and 6:00 a.m., unless accompanied by a parent or guardian, or other adult person having care and custody of the minor; provided, however, that this section shall not apply to minors while they are returning home from functions authorized by the governing body of any public or parochial school or church in the Village, and while such is being made by the shortest and most direct route and as fast as is reasonably possible under the circumstances. This section shall not apply to minors returning home from work, provided that any such minor shall be returning home by the shortest and most direct route and as fast as is reasonably possible under the circumstances.
- B. This section shall not apply to minors exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly, or minors that are married or had been married.



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES PARKS AND LAKEFRONT COMMITTEE WEDNESDAY, FEBRUARY 15, 2023, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman D'Alessandro at 7:12pm

Roll Call

Present: Trustees D'Alessandro, Stanek and Wright

Also Present: President Duncan, Trustees Vlach and Umans, Interim Administrator Bretl, Treasurer Peternell, Director of Public Works Edwards, Police Lieutenant Kostock, Recreation Director Rowland, Engineer Snyder and Bob Morava and Jacob Schmidt; Geneva Lake Environmental Agency.

Meeting Minutes

Wright/Stanek motion to approve meeting minutes of January 11, 2023. Unanimously carried.

Monthly Reports for Rec Department

The Committee reviewed the monthly recreation department activity reports.

Boat Cleaning Station

Bob Morava was present to discuss the solar powered boat cleaning machine that GLEA would like to donate to the Village. He stated that the annual maintenance costs are approximately \$1,500. A concrete slab and a cover would also be needed at an approximate cost of \$1,000. Stanek/D'Alessandro motion to recommend accepting the free unit and send item to Finance & Personnel for funding options. Jacob Schmidt discussed a Clean Boats Clean Waters (CBCW) grant through the Wisconsin Department of Natural Resources that GLEA received. The grant will reimburse CBCW inspectors at \$12/hour or a total of \$2400 after completing 200 hours as required by the grant. GLEA will host a mandatory training sometime before Memorial Day and provide all the materials needed for the inspectors. D'Alessandro/Wright motion to recommend Village Board approval of participating in the Clean Boats Clean Waters grant and enter into a reimbursement agreement with Geneva Lake Environmental Agency. Unanimously carried.

Spectrum Fireworks Proposal

D'Alessandro stated that the Lions Club met with a representative from Spectrum Fireworks regarding the fireworks for Corn & Brat Fest. He stated that the Lions Club is in favor of providing Spectrum Fireworks an opportunity to bid on the fireworks display in 2023. D'Alessandro/Stanek motion to consider Spectrum Fireworks as a provider for the 2023 fireworks display for Corn & Brat Fest. Unanimously carried.

Boat Launch Webcam

Discussion was held regarding having webcams at the boat launch. Bretl stated that the CivicPlus doesn't have the capability of providing a live stream on the Village's website. D'Alessandro stated that the Williams Bay Business Association (WBBA) is upgrading their website and indicated that their website would be able to live stream. Bretl suggested the WBBA work with the Village to provide a link on the Village website to provide a live stream of the boat launch.

Adjourn

Wright/Stanek motion to adjourn at 8:17pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the Parks and Lakefront Committee



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES JOINT PARKS & LAKEFRONT COMMITTEE AND FINANCE & PERSONNEL COMMITTEE AND MEETING OF THE FINANCE & PERSONNEL COMMITTEE MEETING MONDAY, FEBRUARY 20, 2023 AT 6:15 PM

I. Call to Order Parks & Lakefront Committee

Jim D'Alessandro called the meeting to order at 06:15pm.

II. Roll Call

Present: Jim D'Alessandro

Also Present: Trustee Robert Umans, Recreation Director Dave Rowland, Public Works Director Wayne Edwards, Interim Administrator Dave Bretl, Clerk Tina Kolls

Excused: Lowell Wright, Matthew Stanek

III. Rec Department Part Time Sports Coordinator

A. Approving the hiring of Jody Knauss as the Recreation Department Part Time Sports Coordinator

No action taken, there was not a Quorum

IV. Adjournment of Parks and Lakefront Committee

The motion to adjourn was initiated by Jim D'Alessandro 06:15pm.

V. Call to Order Finance & Personnel Committee

Jim D'Alessandro called the meeting to order at 06:16pm.

VI. Roll Call

Present: Jim D'Alessandro, Robert Umans

Also Present: Recreation Director Dave Rowland, Public Works Director Wayne Edwards, Interim Administrator Dave Bretl, Clerk Kolls

Excused: Lowell Wright

VII. Rec Department Part Time Sports Coordinator

A. Approving the hiring of Jody Knauss as the Recreation Department Part Time Sports Coordinator at the hourly wage of \$16.00

Jim D'Alessandro explained that Jody Knass was qualified for the position. Dave Rowland explained that Knass would be working 10-20 hours per week.

The motion to approve the hiring of Jody Knauss as the Recreation Department Part Time Sports Coordinator at the hourly wage of \$16.00 was initiated by Robert Umans and seconded by Jim D'Alessandro. Unanimously carried.

VIII. Mission Square Retirement

- A.** Adoption of a Deferred Compensation Plan through Mission Square Retirement and Authorizing the proper Village Official to execute the necessary documents related to said plan

There was a motion to table the Adoption of a Deferred Compensation Plan through Mission Square Retirement and Authorizing the proper Village Official to execute the necessary documents related to said plan due to lack of documentation which was initiated by Robert Umans and seconded by Jim D'Alessandro. Unanimously carried.

IX. Adjournment of Finance & Personnel Committee

The motion to adjourn was initiated by Jim D'Alessandro and seconded by Robert Umans at 06:23pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

Recreation Department Director Report by Dave Rowland 3/13/2023

- Jody Knauss officially started last Monday as the new sports coordinator. He is currently in training but has done a great job so far!
- Our Spring/Summer Program guide is all set for mailing and should be out to the public by April 1! Even with the deadline to submit new programs and events has passed we continue to gain new and existing programs that we will publish on our website and email blasts after the guide comes out.
- Baseball and Softball registration closes on Friday, and we almost have enough for each level this year! Grade 3 & 4 Softball and Grade 5 & 6 Softball are currently on a waiting list because we have so many players. Right now, we will have enough Head Coaches for all levels including the 3 & 4 and 5 & 6 Grade softball in case we need to form a team at each level.
- Community Garden registration has been completed and we have a full garden this year. We still have four people on our waiting list, but my hope is that once the weather improves, we can add additional plots on the south side of the garden and have everyone off the waiting list.
- St. Patrick's 55+ potluck was rescheduled to Monday, March 13 because of the snowstorm but we are currently at 45 registered attendees! Shelia continues to do an amazing job with this program and some participants show up early to play games two hours before the event starts.
- Pickleball open gym has been extended to the spring because of demand from the group. They will now play on Sunday's from 4:15-5:45pm for five more Sunday's. We had 15 participants yesterday. We are looking at running a pickleball program that introduces the sport to beginners in the summer once the courts are built at Theater Road. We also have four net systems in case we get more than 8 participants in the program.
- We have upgraded our computer system with two new desktop computers and one new laptop that will be able to provide online registration for future years to come.

- Community Garage Sale has been confirmed for May 26 and May 27 from 8:00am-2:00pm. We will start to advertise for sales that people would like to post to the community. In the last couple of years, we have stayed away from collecting donations for a recreation department sale. Instead, we collect sale information and create a list of sales that community members can pick up at our office on that Friday and Saturday.
- There have been groups that have reached out to me to see if there is a rental rate for fields at Lions Field for potential softball tournaments and I think we will get even more requests once Lions Park is finished with all the upgrades this spring/summer. There is not currently a way to rent the fields, but I thought having a policy would be a good idea so we can have this established when organizations begin to request fields.
- Our Summer Kickoff Bash that is held at the school is also confirmed for May 31 from 4:00-6:00pm at the Elementary School outdoor basketball courts. The Barrett Memorial Library and recreation department splits the costs of a live band. The Williams Bay Police Department provides everything for hot dogs and chips. This will event has been a great event for many years and helps with registration for everyone's summer programs and events while everyone can enjoy live music with many games and activities.



EDGEWATER PARK USE AND POLICY CONTRACT

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

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

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



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

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

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

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

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

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

Indemnification:

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

General Information

Name: Jim DAlessandro Organization: Williams Bay Business Assoc.
Address: 60 Johnson ter Williams Bay Box 788
Phone: 262-903-7806 Email: harborview-wb@yahoo.com
Title of Event: Farmers market
Date(s) requested: 5/29- 9/4/23 Is event open to public? (circle one) YES NO

Summary of Event including the approximate number of attendees:

Farmers market every Friday Memorial Day
Weekend to Labor Day Weekend - 4th year
party Attendees Approx 150

Contact Information (if different than above)

Name: Nancy Wasp Organization: W B B A
Address: Lake Geneva



Phone: 262-745-4345 Email: New- will provide later



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

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

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

DATED this 9th day of March, 2023

Group or organization Williams Bay BUS. ASSOC.

Our liability insurance provided by: _____

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

Signed by: [Signature]
President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2023

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

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

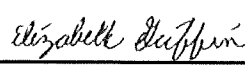
PRODUCER West Bend Mutual Insurance Company 1900 South 18th Avenue West Bend WI 53095	CONTACT NAME: Customer Care PHONE (A/C, No, Ext): (866) 926-4244 FAX (A/C, No): (262) 365-2200 E-MAIL ADDRESS: customercare@wbmi.com																					
INSURED Williams Bay Business Association, Inc PO Box 788 Williams Bay WI 53191-0788	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>West Bend Mutual Insurance Company</td><td>15350</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	West Bend Mutual Insurance Company	15350	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 22/23 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			A608885	06/18/2022	06/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)Events: Cinco de Mayo Street Festival 5/6/23
Farmers Market - 5/29/23 - 9/4/23**CERTIFICATE HOLDER****CANCELLATION**

Village of Williams Bay 250 Williams St PO Box 580 Williams Bay WI 53191	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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VILLAGE OF WILLIAMS BAY

To: Parks & Lakefront Chair Jim D'Alessandro and Committee Members

From: Dave Bretl, Interim Administrator

Date: 3/13/2023

RE: Linn Beach Agreement

I wanted to provide some context to the above-stated agenda item. The draft agreement in the packet is the proposal of the Town of Linn (Attached to this memo as Attachment A). It modifies last year's agreement in an effort to address a concern of the Town. Those changes are shown in underline and strikethrough. Apparently, in prior years, individuals who owned vacant parcels of land were able to receive a Town-subsidized beach pass. The Town wants to make sure that homeowners, rather than just landowners are receiving the passes.

The process outlined in the Agreement seems straightforward enough. In reality, however, few Linn applicants show up with all of the required information. This necessitates Village staff to provide the correct form, look up tax bills and maintain a spreadsheet of those individuals who have picked up their passes. This process sometimes transpires while Williams Bay residents are waiting to conduct business.

I had expressed a couple of alternatives to the Town as follows:

1. The Village sells the Town with "x" number of beach passes. If, at the end of the season there are unsold passes, the Village would buy them back. The Town Administrator's concern with this approach was that the Town lacks staff to make these sales to residents.
2. The Town provide us with a list of everyone in the Town who is entitled a pass. Our staff finds the name on this list, checks their ID and crosses them off of the list.

The Village certainly wants to be a good neighbor to the Town and the sale of non-resident passes generates revenue. On the other hand, there is some staff work associated with this process. The only other concern regards liability for any errors that we may make in failing to maintain our read our spreadsheet; i.e. issuing more than two beach tags to a Linn property

owner. If at the end of the season Williams Bay has provided beach tags to Linn residents who were not entitled to receive them, the parties should be clear on who bears the financial responsibility.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Village of Williams Bay (the Village) and the Town of Linn (the Town), effective as of the date of the last signature of the parties to this Agreement.

RECITALS

A. The Village operates a municipal beach within the corporate boundaries of the Village which provides access to Geneva Lake (the Beach).

B. Access to the Beach is controlled by the Village as determined by various factors including public health safety concerns.

C. The Village has determined that it is appropriate in 202~~32~~ to allow access to the Beach by individuals who are not residents of the Village, subject to the purchase of beach tags for that purpose.

D. The Town has proposed to allow its residents to acquire up to two (2) beach tags per household, ~~with~~ the Village is to bill the Town directly for the purchase of such beach tags.

E. The Village has determined that it is appropriate to accept the proposal of the Town to allow the Town's residents to acquire up to two (2) beach tags per Town household, the Village billing the Town for same, subject to the provisions of this MOU.

AGREEMENT

In consideration of the Recitals and provisions which follow, the Village and the Town agree to the following.

1. The Village agrees to allow the Town to acquire up to two (2) beach tags per household of Town residents to permit access to the Beach. This will be at the non-resident rate.

2. The Town will require all Town residents requesting beach tags to complete and sign the attached "Town of Linn Form 202~~32~~ Season Beach Tag Request Form" (the Form). Such Form will be forwarded to the Village by the applicant along with a copy of the most recent tax bill as proof of residency. The tax bill must show the property's assessed value improvements are greater than \$0. The applicant must also provide proof of ID. If additional beach tags beyond the two (2) to be billed to the Town are requested by the applicant, payment for such additional tags as addressed in the Form, must also be provided to the Village by the applicant before such additional beach tags are issued.

3. Upon receipt of the Form and required documents, and, if applicable, payment for additional beach tags, the Village will issue the requested beach tags to the applicants. On or before September 10, 202~~32~~, the Village will forward to the Town a copy of each Form processed by the Village along with the bill of the Village to the Town for the up to two (2) beach tags per Town resident issued by the Village. The charge for each such beach tag will be in the amounts set forth on the Form.

4. The Town agrees to pay the billing from the Village for the beach tags issued to up to two (2) residents per Town household, on or before October 10, 202~~32~~.

5. This MOU may be executed in multiple counterparts. Signatures transmitted by facsimile or e-mail in PDF shall be treated as originals.

APPROVED by the Village Board of the Village of Williams Bay this _____ day of _____, 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, Village President

ATTESTED

By: _____
Tina Kolls, Village Clerk

APPROVED by the Town Board of the Town of Linn this _____ day of _____, 2023.

TOWN OF LINN

By: _____
James Weiss, Town Chairman

ATTESTED

By: _____
Alyson Morris, Town Clerk



TOWN OF LINN FORM

2023 Season Beach Tag Request Form

ENTER NAMES AND AGES OF FAMILY MEMBERS					
NAME		AGE	NAME		AGE

TOWN OF LINN BEACH TAGS			
Beach Tags	Quantity	Price - Ages 5 and under are Free	Total
Primary Property Owners Only		Billed to the Town of Linn (max 2 tags)	\$ -
Additional Non-Resident Tags purchased by Linn Resident:			
Child (age 6-11)		\$50.00 each	\$
Adult (age 12 & up)		\$70.00 each	\$
Family Pass (up to 4 tags)		\$180.00 each	\$
GRAND TOTAL ENCLOSED FOR ALL ITEMS			\$

FOR OFFICE USE ONLY

Beach Tag # issued: _____

Linn Township residents must provide a copy of their most recent property tax bill attached to this form.

TAX ID # _____

Tags must be sewn on an article of beach clothing (Ex: swimsuit, shorts, T-shirt, beach cover up)

Tags **CAN NOT** be sewn on towels, hats or handbags.

Phone Number: _____ (MANDATORY)

Printed Name: _____

Address: _____

My signature below indicates I understand by making false statements on this form and failure to abide by posted beach rules will result in revocation of beach privileges.

Signature: _____ DATE: _____

METHOD OF PAYMENT: _____ CHECK ENCLOSED _____ CREDIT CARD (fill in information below)

Charge my: _____ Visa _____ MasterCard _____ Discover _____ American Express

Name on Card: _____

Card # _____

Expires: _____/_____/_____ Security Code: _____

RETURN SIGNED FORM WITH PAYMENT TO: VILLAGE OF WILLIAMS BAY, PO BOX 580, WILLIAMS BAY, WI 53191



**VILLAGE OF WILLIAMS BAY
250 WILLIAMS STREET, PO BOX 580
WILLIAMS BAY, WI 53191**

DATE:	9/2/2022	AMOUNT:	\$16,380.00
	Linn Township	INVOICE NUMBER:	22-0902
	PO Box 130	DUE DATE	10/2/2022
	Zenda, WI 53195		
DEBIT ACCOUNT NO.	DESCRIPTION	AMOUNT	
100-44625	2022 Beach tags - 234 Total	16,380.00	
	See attached listing of residents		
	NET 30 DAYS		
		\$16,380.00	



VILLAGE OF WILLIAMS BAY

To: Lowell Wright
Finance Personnel

Jim D'Alessandro
Parks and Lakefront

C: Lori Peternell
Tina Kolls
Jay Blinco

From: Dave Bretl
Interim Administrator

Date: 3/14/2023

RE: Clean Boats grant and extra CD3 unit

There are several agenda items pertaining to the boat cleaning station for tomorrow night.

The purpose of this memo is three-fold:

1. Linn declined their donation of a mobile CD3 machine. Therefore, Jacob Schmidt, from the Geneva Lakes Environmental Agency, who will be at our meeting, wondered if the Bay wanted it. You could, for example, take this one in lieu of the large unit that was being offered to the Village.
2. I did talk to our Harbormaster Jay, who had some concerns about the ability of boat launch worker to provide the education component of the Clean Boats grant particularly during busy times.
3. I have attached program details forwarded to me by Mr. Schmidt.



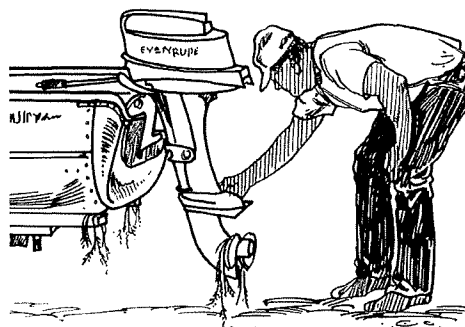
Section 2:

**What do watercraft
inspections involve?**



Getting Started

Recreational boating is a significant corridor for the spread of invasive species between water bodies in Wisconsin. This pathway is a concern because of the more than 610,000 registered boaters moving around Wisconsin's 15,081 lakes. Inspecting watercraft for invasive species offers a frontline defense at the lake landing to prevent further destruction of lake ecosystems. Watercraft inspections are designed to increase public awareness about invasive species and to assist boaters in taking preventive steps to avoid further spreading of critters.



Attending a “Clean Boats, Clean Waters” training workshop provides you with all the tools you need to start a watercraft inspection program in your community. Developing an effective program requires patience, time, and an eye for organizing a working schedule. A group that consists of an inspection coordinator and a committee of several people is the best way to distribute the tasks equally and prevent volunteer burnout. When planning a watercraft program, consider the five Ws: Whom, What, When, Where, and Why.

WHOM will you recruit for the watercraft inspection team?

Volunteers, both adults and youth, can be recruited through your lake association newsletter, local schools, 4-H, or Boy and Girl Scout groups. Many service organizations are looking for community involvement opportunities. We recommend at least two people at the landing. Ideally, an adult should work with a youth volunteer. Boaters are very cooperative when a young person is giving the message: “Clean Boats, Clean Waters, please.”

WHAT are the duties of a watercraft inspector?

Before you build a watercraft inspection team, decide what skills and tasks volunteers need for an effective interaction with the public at the boat landings. Generally, inspectors perform three duties: verbally share educational materials and information about aquatic invasive species and how they're spread, visually check boats and recreational equipment for any hitchhiking plants or animals, and demonstrate how

to clean recreational equipment and what prevention steps boaters need to take every time they leave the water.

Additional duties, such as recording data on the Watercraft Inspection Report Form (see Section 3), assist us in collecting information about the recreational use of the lake, traveling patterns of boaters, and whether the boaters are performing the prevention steps. Inspectors should also be ready to collect, accurately label, and store any suspect plant or animal that is attached to any recreational equipment.

Here are some specific skills to consider:

- **Congenial:** able to meet new people courteously at the landings.
- **Communicative:** effectively educate the public on invasive species.
- **Flexible:** be willing to work weekends and holiday hours.
- **Informed:** understand the harmful impacts of aquatic invasive species.
- **Physically able:** able to inspect watercraft and trailers for invasive species.



Section 2: What do watercraft inspections involve?

- **Accurate:** document verbal surveys, record, and submit any suspect invasive species specimens to local/regional DNR service station.
- **Computer knowledgeable:** able to submit watercraft inspection data to DNR Web site at <http://dnr.wi.gov/lakes/cbcw-data>.

To identify the watercraft inspection team at the boat landing, all volunteers should have their own royal blue “Clean Boats, Clean Waters” T-shirt. Inspectors need to wear this T-shirt to signify that they are working for a specific program, “Clean Boats, Clean Waters,” and not harassing boaters at the landings. Two T-shirts are included in each of the resource kits and more may be purchased by calling UW Extension-Lakes at 715-346-2116. As an added bonus, ‘Clean Boats, Clean Waters’ logo stickers are included in the resource kit to use when the weather is inclement and short-sleeve T-shirts just won’t work. Just peel off the protective backing on the logo, and place the

sticker on your sweatshirt or coat. No matter what the weather, boaters will be able to identify the watercraft inspection team at a glance.

WHEN is the best time to inspect at the boat landing?

When recruiting volunteers, be specific about the amount of time you want them to work. For example, a volunteer is more likely to agree to a three-hour shift once or twice a month rather than an open invitation to volunteer all summer on the weekends and holidays. Volunteers will more readily step up if they know the expectations and how much time is realistically needed.

To get the most “bang for your buck,” become acquainted with the activity on your lake and when the lake is the busiest. Are the weekends a flurry of activity from Friday night at 4 p.m. until 8 p.m. Sunday? Or is Saturday morning from 6 a.m. until 10 a.m. the active time at the landings? Usually, holiday weekends during the summer are



Photo provided by Stephanie Boismenu



the busiest times at the landings. Anglers are usually up and on the lake by dawn and always out on opening day of fishing season. Recreational boaters usually use the lake in the afternoon, and sunny, warm days draw lots of people to the lake! Do not forget about fishing tournaments and special lake events that draw many boats at the landings. Remember, the boat landing is the first place an aquatic invasive species takes hold.

WHERE will the watercraft inspection process take place?

It is a good idea to find out who owns the boat landing before you begin to schedule work shifts for your inspectors. The landing may be owned and maintained by one of several entities: the federal government, state, township, lake association, or a private individual. To check ownership, you might need to contact several organizations, such as the Wisconsin Department of Natural Resources, county zoning offices, town halls, or local businesses. Knowing ownership will be helpful if you are thinking about installing signage, waste disposal containers, or boat washing facilities (see Section 4).

If you have limited inspection resources and many public and private landings, determine which landings receive the most boat traffic. Think about which landing is most likely to be the first place a hitchhiking invasive will appear.

WHY is this inspection program necessary?

Be prepared to answer this question. Often lake owners are frustrated with the public trust doctrine that mandates public use of all waters in Wisconsin. Lake owners feel it is unfair that they bare the brunt of the cost of managing an aquatic invasive species. The Wisconsin Department of Natural Resources is allocating some money toward the management of invasive species, but not nearly enough for 15, 081 lakes. Therefore, any proactive steps in preventing the introduction and spread of invasive species are more cost-effective than waiting for them to arrive.

Preventing aquatic invasive species is a better management option than the expensive alternative. For example, treating Eurasian water-milfoil infestations with chemicals on average costs around \$300 to \$500 per acre. Eurasian water-milfoil can grow two inches per day and can fragment into hundreds of new plants within hours, so it would not take long for Eurasian water-milfoil to cover hundreds of acres. If this fact does not impress you, contact members of a lake organization struggling with an invasive species. They would be happy to discuss the tremendous impact that one invasive species caused in their community. Remember, prevention is worth a pound of cure.



Online Resources

There are tons of useful online resources available to aid you in your aquatic invasive species (AIS) outreach efforts! Many of these resources are available on either the UW-Extension Lakes website or the WI Department of Natural Resources (DNR) website.

UW-Extension Lakes: <https://www.uwsp.edu/cnr/uwexlakes>

DNR Invasive Species: <https://dnr.wi.gov/topic/invasives>

AIS Publications

Many AIS-specific resource materials (such as brochures, stickers, etc.) are available to assist you in your outreach efforts. A list of the publications currently available can be found at <https://www.uwsp.edu/cnr-ap/UWEXLakes/Documents/programs/CBCW/publications/AIS-ProductSheet-070821-FINAL.pdf>.

These free publications can be ordered by e-mailing DNRAISinfo@wisconsin.gov or calling 608-266-0061.

AIS Contacts

We have numerous AIS staff available to assist you – with general questions, trainings, grant applications, and more! You can search our online database of AIS contacts by their location in the state or by their role/specialty.

AIS Contact List: <https://dnr.wi.gov/lakes/invasives/topics.aspx>

AIS Distribution Information

Find out what lakes and rivers have AIS in your area! You can view lists of AIS waters by county, region, or Great Lakes basin, or see a statewide list.

View Distribution Info by Waterbody: <https://dnr.wi.gov/lakes/invasives/AISByWaterbody.aspx>

You can also search by species, selecting a specific aquatic invasive and viewing all of the waterbodies in which it is present.

View Distribution Info by Species: <https://dnr.wi.gov/lakes/invasives/BySpecies.aspx>

AIS Control Grants

Grant funding is available for AIS projects conducted on any waters of the state. They can be used for education, prevention, planning, early detection, rapid response, and established invasives control projects. Check out the DNR's AIS Grants webpage for more information and details on eligibility, the application process, and more.

AIS Grants: <https://dnr.wi.gov/lakes/grants/>

CBCW Supplies & More!

For all things CBCW, visit the UWEX-Lakes CBCW website. You can check out the CBCW supplies and ordering info, view the current workshop schedule, download the CBCW Handbook, and more.

Go to UW-Extension Lakes: <https://www.uwsp.edu/cnr/uwexlakes> and click the CBCW logo.



Liability

Watercraft inspections are Wisconsin's main aquatic invasive species containment and prevention tool! More and more lake communities are organizing watercraft inspection teams for youth and adults interested in preventing the spread of aquatic invasive species. Inspection teams that perform watercraft inspections at boat landings can often find themselves in the midst of heavy boat launching activity.

So, can there be liability risks associated with sponsoring a watercraft inspections program?

The answer is yes. The purpose of this information is to summarize some of the basic issues that lake associations, lake districts, and individuals should keep in mind when deciding to sponsor a watercraft inspection program. This information addresses the issues associated with accident liability. When hiring employees, lake groups need to adhere to Department of Workforce Development rules and regulations. *The following is not meant to be a substitute for legal advice; organizations should seek assistance from an attorney for answers to specific questions.*

Liability Risks for Organization and Individuals

A number of parties may be held responsible for an accident occurring on the boat landing. The individual who may be most directly connected to the incident may be held responsible as well as the lake association, lake district, and any other entity that may be hosting the event.

Liability Risks of Organizations:

- **Nonprofit corporations organized under chapter 181** may be held liable if an accident occurs. However, incorporation insulates the individual members' assets from liability in the event of a lawsuit. Only the assets of the corporation, not those of individual members, will become available to satisfy a court judgment.
- **Nonprofit associations not organized under chapter 181** may also take advantage of a law passed in 1997 that insulates the assets of individual members from being used to satisfy a judgment against the association (Chapter 184, Wis. Stats.). According to the law, a nonprofit association is an entity with three or more members that mutually agree to pursue a nonprofit purpose. A "member" under the law is an individual who may take part in the selection of persons to manage the operation of the association. According to state law, in the case of an unincorporated association with three or more "members," only the assets of the association will be used to satisfy a judgment.
- **Public inland lake and rehabilitation districts** organized under chapter 33 of the state statutes may also be subject to a lawsuit. A judgment against a lake district cannot exceed \$50,000 (\$ 893.80 Wis. Stats.), but any judgment against a lake district must be added to the next tax levy.
- **Workers' compensation** laws come into play when an employee of a lake association or a lake district commissioner is injured while performing the duties of his or her position. If a lake association has three



Section 2: What do watercraft inspections involve?

or more paid employees and pays in any one-calendar quarter compensation in excess of \$500.00, the association or employer may be required to pay the medical bills incurred for an injury that occurred while the person was on the job (Chapter 102, Wis. Stats.). If the association relies on volunteers, these laws may be avoided. A lake management district may be held responsible for a job-related injury of an elected commissioner regardless of whether or not compensation is received.

indemnify directors or officers in most cases (§181.0872 Wis. Stats.)

- **Individuals who provide services to nonprofit corporations organized under chapter 181 for free, in other words volunteers, cannot be sued in most cases. However, volunteers who operate a motor vehicle or other vehicle that requires a license or operator's permit may be held personally liable should an accident occur (§181.0670 Wis. Stats.)**
- **Federal law also protects volunteers of nonprofit corporations, associations, and governmental entities from liability provided no compensation, aside from reimbursement for expenses, is received.—This law, however, does not protect individuals who are operating a motorized vehicle or vessel that requires an operator's license or permit (42 U.S.C. § 14501, Volunteers Protection Act of 1997).**

Liability Risks for Individuals:

- **If lake district officers, board members, or employees are held personally responsible for an injury while acting within the scope of their duties as officers, board members, and employees, the lake district must pay the cost of any judgment rendered against them (§§ 895.46 Wis. Stats.).—Incorporated lake associations must**

Insurance

All insurance policies are different. The following points are intended to cover the most basic issues:

- Lake districts and incorporated and unincorporated associations can purchase insurance to protect against the risk of personal injury. Workers' compensation insurance is available to lake groups and is in most cases required.
- Homeowner and automobile policies typically protect the owner of the policy against accidents that occur when the individual is acting as a volunteer. Coverage, however, is often not provided when the individual is an employee or employer or when an admission or rental fee is charged. Any volunteer who is operating a boat should be required to have homeowner's, automobile, or boat insurance. The policy should be checked to make sure volunteer work is covered.

Prepared by Tamara A. Dudiak, University of Wisconsin Extension-Lakes

For additional discussion on liability issues for lake organizations, see T. Mentkowski, 1999, *Liability Risks and Protections for Wisconsin Lake Organizations*.



Materials to Have When Working at a Boat Landing

Not all your materials need to be taken to the boat landings. It's better to sort through the materials and decide what educational information is best suited for your area. The "Clean Boats, Clean Waters" program provides a tote bag in which to store all the educational materials in the resource kit. We recommend at least one resource kit for every landing you are monitoring. By using multiple resource kits, each inspection team can have all the materials they need at hand.

A key brochure to distribute to all boaters is "Help Stop Aquatic Hitchhikers" (WT-801). This brochure not only has pictures of the different aquatic invasive species, but also describes the prevention steps that boaters need to take every time they leave the water. In addition, the brochure describes Wisconsin's illegal-to-launch law and the penalties that can occur if an invasive species is not removed before the boat is launched. This brochure is a good reminder to all boaters, whether or not they have talked with a watercraft inspector.

When talking with anglers or when questions regarding Wisconsin's live bait laws come up, the "Fishing with Bait" brochure and "Wisconsin anglers remember" sticker are excellent to have on hand. These two publications clearly outline Wisconsin's rules on the use of live bait and are excellent resources to share with folks who are confused by the detailed regulations.

Select other materials to take to the boat launch based on which aquatic invasive is most threatening in your area. Perhaps Eurasian water-milfoil is really a pressing issue for your lake; then it makes sense to give boaters an EWM/NWM identification card in addition to the "Help Stop Aquatic Hitchhikers" brochure. Resist the

temptation to give the boater one of every card in the resource kit because boaters will often discard them. It's best to start by handing out a little bit of information and have additional brochures available if the boaters want to learn more about a particular invasive species.

Boat landings can be very busy during the summer, and you may need more materials before the end of boating season. It's easy to order more of these free publications! The Aquatic Invasive Species Publication List and instructions on how to order more materials are available online. Refer to your "AIS Online Resources" handout or visit the "CBCW Resources" webpage on the CBCW website.

Additional boat launch items to consider:

- Clipboard and pencil.
- Copy of the boat landing script (see Section 2).
- Watercraft Inspection Report Form and Watercraft Inspection Prompts Handout (see Section 3).
- Listing of lakes with AIS presence in your area.
- Wisconsin map.
- "Stop Aquatic Hitchhikers" stickers.
- "WI Anglers: Minnow Use Reminder" stickers.
- "Fishing with Bait" brochures.
- Other selected (free!) AIS publications.
- Cell phone and local contact phone numbers for emergencies.
- Digital camera.
- Plastic bags, permanent marker, and cooler to collect and store any suspect specimens.



Watercraft Inspection Tips

Use the following DO and DON'T lists to prepare your boat landing message.

The **DO** List

- ✓ Wear the "Clean Boats, Clean Waters" T-shirt to promote the message. This message gives credibility to the program and to the efforts that inspectors are making across the state.
- ✓ Always introduce yourself and mention the organization you are working for and why you are at the landing.
- ✓ Try to approach boat owners before they are on the ramp.
- ✓ Always ask if the boater would mind answering a few questions.
- ✓ Be polite and courteous to all boaters you encounter.
- ✓ Listen to a boater's concerns. Remember that you are encouraging boaters to take an interest in invasive species.
- ✓ Make sure boaters know that they can make a difference!

The **DON'T** List

- ✗ Don't begin asking questions immediately upon approaching boaters, because as they might be confused about who you are and why they should give you their time.
- ✗ Avoid delaying boaters too much or causing a backup.
- ✗ Never preach to a boater; your mission is to educate, not alienate.
- ✗ Do not emphasize the idea that fines are involved, because this approach can make people hostile or defensive.
- ✗ If the boater is reluctant to cooperate, hand out educational material and record whatever information you can.

An effective watercraft inspection team is prepared to raise boater awareness and to encourage and demonstrate the necessary steps to avoid spreading invasive species. On very rare occasions, you may be uncomfortable about a situation or person. Always back away from a potentially dangerous or violent situation. Never encourage confrontation, no matter how strongly you might feel about the subject. **Remember, you are not enforcers of rules and should never jeopardize your own safety.** If you are suspicious of someone (for example, a loiterer or someone who is not intending to go boating), do not hesitate to leave the launch site. You are better to be safe than sorry. If you feel that a boat launch site is unsafe in any way, please notify the organization you are working for.



Boat Landing Message

Getting out and speaking to the public can be intimidating. New inspectors can feel a little anxious and nervous. This prepared script will help inspectors practice and role-play before their first boater shows up at the landing. Practicing with other folks will give them the confidence it takes to greet a boater. If new inspectors really want to watch a “pro,” they just need to ask a few kids to get involved. Are kids intimidated? No way!

This prepared script is only one example of the many methods of addressing boaters at the landings and performing watercraft inspections. Each inspector should develop his or her own style and learn how to adapt in a variety of boat landing experiences. Try to approach boaters before they are on the ramp, and use the Watercraft Inspection Report form to record the information about the boater (see Section 3). At times you may have only 30 seconds to talk to the boater; other times, long lines at the landings may provide you with lots of time to talk. Remember, if the boater is not interested, just hand out educational material and record whatever information you can.

No matter what style you use to approach boaters, any watercraft inspection process should include these points:

1. Tell them who you are, whom you represent, and why you are there.
2. Ask if they have a short time to answer some questions.
3. Use the Watercraft Inspection Report form to assist you in your conversation and record boater responses.
4. Ask if they are familiar with the AIS prevention steps that are required by law, such as draining all water from boats, livewells, and equipment before leaving the landing. Briefly explain why these steps are important, using the Prompts to assist you. Be sure to share your local concerns and highlight what species are found in (or nearby) your area.
5. Ask if they will join you in an inspection of their boat and equipment.
6. Talk while inspecting, and point out watercraft checkpoints. If they do not want to assist you in the inspection, continue to talk about invasive species as you inspect.
7. Give your final message, the prevention steps:
 - ◆ Inspect your boat, trailer and equipment and
 - ◆ Remove any attached aquatic plants, animals, and mud.
 - ◆ Drain all water from boats, vehicles, and equipment (including live wells and containers holding your catch).
 - ◆ Never move live fish away from a waterbody.
8. Offer them the “Stop Aquatic Hitchhikers” brochure and sticker, along with any other educational materials pertinent to their questions or your lake.
9. Thank them for their time and cooperation!



Sample Script

As the boat approaches, write down the time of the boat inspection and if the boat is entering or leaving the water.

Introduce yourself:

Good Morning / Afternoon. I am from _____. We are working with state agencies and local groups to talk with boaters about invasive species and help them check their boats for Eurasian water-milfoil (EWM) and zebra mussels (ZM). We are trying to keep EWM/ZM and other harmful invasives from spreading from lake to lake. I have a few quick questions I would like to ask you, and then I would like to walk around your watercraft with you and point out a few places where these species can attach to boats and trailers.

Ask the questions and record on the Watercraft Inspection Report Form:

1. Have you been contacted by a watercraft inspector this season?
2. Are you willing to answer a few questions?
3. Was boat used during the past 5 days on a different waterbody?

(If the answer is yes) Where?

Use conversational approach to discuss the AIS prevention steps listed on the form with the boater, asking the follow-up questions to engage the boater. Use the educational prompts on the “Prompts” handout as needed to explain the importance of each step and discuss local AIS concerns.

Wisconsin law requires boaters to take the following steps when leaving a boat landing:

Steps 1 & 2: Inspect boat, trailers, and equipment and remove any attached plants/animals.

Have you heard of this before? (see prompt)

Step 3: Drain all water from boats, vehicles, and equipment.

Do you have any questions? (see prompt)

If angler, state the following steps:

Step 4: Drain water from livewells and containers holding your catch.

This is a relatively new law. Were you aware that this is required? (see prompt)

Do you use live bait? (If YES, share message below.)

Bait Message: If live bait comes in contact with lake/river water, it can only be used on that same waterbody or discarded in trash. (bait=minnows/leeches/worms)

Do you have any questions on this law as it can be a little confusing? (If yes, see prompt and offer bait sticker/brochure.)



Perform a watercraft check:

If you would walk around your boat with me, I can show you some areas to look for invasive hitchhikers.

Make sure you talk aloud as you inspect; it helps reinforce the “Clean, Boats, Clean Waters” behavior. Talk to boaters about inspecting and cleaning their watercraft and about draining the water from their boat—such as the bilge, bait buckets and live wells—before they leave the access.

Vegetation can be found on motor boats, the motor/prop, anchors, bunks, rollers, the trailer axle, lights/wiring; for jet skis, it can be found in the intake grate and propeller; and for sailboats, it can be found in the centerboards. Check your anchor and anchor line to see if any plants are clinging to it. Since water is another way invasives are spread, livewells, motors, and equipment need to be drained.

Some aquatic invasives, such as zebra mussels, are also found on the motor/prop, on the sides and bottom of boat below the waterline, on the anchor, and clinging to vegetation. Always inspect the hull and sides of your boat for aquatic invasives; if it feels gritty or sandy, it may be that new zebra mussels are attached. An extra precaution that you can take to eliminate other aquatic invasives is to wash your boat with warm tap water or take your boat through a car wash or dry your boat and equipment in the sun for five days before entering another lake.

Leave boaters with a final message:

“Clean Boats = Clean Waters”

Please make it a habit to:

- ◆ Inspect your boat, trailer and equipment and
- ◆ Remove any attached aquatic plants, animals, and mud.
- ◆ Drain all water from boats, vehicles, and equipment (including live wells and containers holding your catch).
- ◆ Never move live fish away from a waterbody.

Offer boaters the “Stop Aquatic Hitchhikers” brochure and sticker, which can be placed on the side of the trailer winch post or hitch. Tell them that this sticker can serve as a reminder of the AIS prevention steps. Offer anglers the “Wisconsin Anglers: Minnow Use Reminder” sticker and “Fishing with Bait” brochure. Tell them that those two items describe Wisconsin’s bait laws clearly, in case they have any questions.

Thank the boaters for their time and cooperation!

After you’ve contact the boater, record the number of people who heard your prevention message and indicate how confident you feel about the boater’s understanding of the AIS prevention steps. This completes the Watercraft Inspection Report Form!



Potential Scenarios/Questions from Boaters

“Why are you out here wasting resources when the plant is going to come anyway?”

Even the most educated will ask this question. Just be prepared mentally for such viewpoints and think about why you are out here and what you will say in reply. Expect the unexpected. Here are some suggested responses:

Even if we cannot keep the plants out completely, we can prevent a lot of widespread damage. Prevention also gives us time to adopt new control methods as they are developed in the future. The longer we keep invasives out of a lake, the longer we put off the enormous costs of management and property devaluation.

“Aren’t all plants bad anyway?”

It is important to clear up this misconception! This is what you can say:

Native plants are essential lifelines for an aquatic ecosystem, providing the basis for all life within. The problem lies with non-native, invasive plants that have no natural inhibitors and, therefore, outcompete native plants, lowering the water body’s aquatic diversity.

“I don’t have time for this... I know all about it already!”

This remark is fairly common. If the boaters do not wish to help you with the survey, you must respect their rights and let them be. In such a situation, the suggested action would be to offer them a brochure and wish them a nice day.

“Why did it take Wisconsin so long to do something, when milfoil has been a national problem for over a decade?”

There is no good answer to this question because it’s a very good point. Here is how you can respond:

Traditionally, environmental problems become established before we do anything about them. In this case, we have learned from other states, and are trying to take action well before these plants spread to many of our sensitive environments. Instead of focusing on what could have been done, we should focus energies on the present and future.

“Why do I have to take these prevention steps when I only use my boat in one lake?”

This question gives you the opportunity to talk about the value of changing our behaviors and why it is important.

That’s a great question! Although you always visit the same lake, it is still useful for you to take these prevention steps every time you boat. Repeating these steps helps the actions become a regular part of your boating behavior, so that if you do ever decide to take your boat to another lake, you will remember to take the prevention steps. Prevention is the key to stopping the spread of aquatic invasive species.



How to Handle Violations

With thousands of boaters traveling throughout the state and with many of those boaters jumping from lake to lake within one day, it is very realistic to expect someone to try to launch a weed-filled trailer at your landing. Since 2001, it has been illegal to launch a boat or trailer with aquatic plants or zebra mussels attached, and in 2009 it became illegal to transport aquatic vegetation or water from one place to another, in addition to other AIS laws (see Section 3 for more details). Not all folks know about Wisconsin's AIS laws. Even after a number of publications, news articles, and television programs concerning invasive species, not all boaters realize the importance of their action or lack of action in preventing the spread. Keep in mind that you should first try to educate the public.

If you choose to report launching violations, make sure you have done your homework. Contact your local DNR Conservation Warden and local law enforcement to let them know that you'll be doing inspections. Ask if they are willing to provide you with support in the case of a violation, what information is necessary for enforcement, and more importantly, ask whether the enforcement officer will be willing to act on a violation if he or she has not witnessed the event. Knowing these answers before the event will certainly predict a better outcome.

So what happens when a boater violates an AIS law? Several options can occur, from the least offensive reaction to the strongest objections to remove and comply with the law.

The soft touch: Boaters who are unaware of the AIS laws will probably put the boat in the water and think nothing about it. Unfortunately, this has been the practice for many years, which is one reason Wisconsin is struggling to control the spread of aquatic invasive species. However, you have an opportunity to educate that boater about the dangers of invasive plants and the prevention steps that boaters need to take each time they leave a body of water. With luck, boaters will listen to your message and remove aquatic plants and drain all water without any assistance.

An assertive approach: So what do you do if a boater doesn't get the point? Offer to assist the boater in checking and removing any aquatic plants. Always ask permission first before you touch any boat, trailer, or personal equipment. If the boater gives you permission, go ahead and help remove the plants and ask if you can keep a sample, especially if you suspect an invasive species. Let the boater know that you're just trying to prevent them from receiving a citation from any law enforcement or wardens that stop by, because the wardens are stepping up the number of citations they're issuing for AIS violations.

The strongest approach: And what if the boater refuses to remove the aquatic plants or drain water from their boat and equipment? At this time, you really stress the fact that it is illegal to not comply with the prevention steps that you're recommending, and you use the Violation Report form to record the basic information that a law enforcement officer requires in order to pursue the complaint. If you take a picture, it should include the boat registration number and attached plants. Usually, by this last



step, the boater complies, the plants come off the boat, and the lake remains safe from another invasive arrival.

If the boater chooses to launch after all your efforts, then you can report the facts to a law enforcement officer. The definition of “law enforcement officer” for purposes of section 30.715 (4), Wisconsin Statutes, is noted at section 30.50 (4s), Wisconsin Statutes, which reads:

30.50 (4s) “Law enforcement officer” has the meaning specified under s. 165.85 (2) (c) and includes a person appointed as a conservation warden by the department under s. 23.10 (1).

Section 165.85 (2) (c), Wisconsin Statutes, in turn defines “law enforcement officer” as any person employed by the state or any

political subdivision of the state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances that the person is employed to enforce.

The definition of “law enforcement officer” is obviously very broad and would clearly allow law enforcement officers of counties and municipalities throughout the state to enforce the AIS regulations and laws. Your best resource is your regional DNR Water Guard or local DNR Conservation Warden. Before you pursue any enforcement action, make contact with your local warden to know what information the warden expects from you. The warden will decide how to process the violation.



Department of Natural Resource Conservation Wardens are wonderful partners to the CBCW effort. Contacting your local Conservation Warden and letting them know when and where your group is conducting watercraft inspections is an important step.

Photo provided by WDNR

Duties for Watercraft Inspectors



Watercraft inspectors serve to inform and educate the public about the threats of ecologically harmful aquatic invasive species to Wisconsin lakes. Inspectors work at public boat landings performing boat and trailer checks, recording watercraft data, distributing educational materials, and reporting suspect specimens.

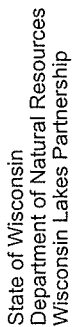
Tasks:

- Communicate effectively to educate the public on invasive species and issues
- Distribute written information to watercraft users
- Inspect watercraft and trailers for invasive species
- Conduct verbal surveys and inspection inventory
- Document, record, and submit any suspect invasive species specimens to local/regional DNR service station
- Submit watercraft inspection data online at: dnr.wi.gov/lakes/cbcw-data
- Check landing and boat landing kiosk for appropriate signage and invasive species warning posters
- Check landing for litter and presence of appropriate trash container

Background Knowledge:

- Inspectors should have a working knowledge of how invasives can effect lakes. They are encouraged to read the information provided in CBCW handbook and be familiar with the current aquatic invasives threatening Wisconsin's waters.
- Inspectors should know that many native aquatic plants look a lot like non-native invasive aquatic plants, so all plants should be removed from boats and equipment.
- The invisible immature form of zebra mussels, known as veligers, and viral hemorrhagic septicemia can be transported in bait buckets and bilge water. Inspectors must be able to explain to boaters why they should not dump their bait bucket in the lake and why they should expel their bilge water and live-well water before they enter a new lake.
- Inspectors should have a basic understanding of the VHS rules and AIS "illegal to launch law", so that they can explain these rules to boaters and anglers.

Remember, volunteer watercraft inspectors are not to enforce the law; rather, they educate boaters that launching any watercraft with plant or animal material attached is illegal. Inspectors encourage boaters to remove plant matter and drain water every time they leave a water body.



Watercraft Inspection Report

Form 3200-120 (R 2/18)

Notice: Information is collected under s. 33.02, Wis. Stats. Personally identifiable information, including names of volunteers, will be broadly distributed in conjunction with lakes data.

Inspector Name(s)	Date	Start Time ☐ am ☐ pm	End Time ☐ am ☐ pm	Total Hours Spent:
				Paid: _____ Volunteer: _____

Waterbody Name	County	Landing Location
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[illegible]

Comments:





Section 1:

What is the program all about?



Wisconsin's Aquatic Invasive Species Management Plan

Wisconsin's aquatic ecosystems are experiencing significant negative effects from aquatic invasive species (AIS) that are already present, and the state's waters are continually threatened by new invasions. The introduction of AIS into the Great Lakes and inland state waters is a source of biological pollution that has significant negative effects on natural resources, human health, recreational opportunities and other ecosystem services throughout the state and region. AIS may compete with native species for food and habitat and can directly and indirectly harm or displace native species, degrade habitat and alter food webs and energy flow. AIS can also have significant economic effects on waterfront property values, tourism, utilities and other industries.

AIS enter and disperse in Wisconsin waters through various human-assisted pathways, including maritime commerce, recreational activities, non-recreational fishing and aquaculture, canals and diversions, the trade of live organisms and tourism and development activities. Actions taken to date to prevent the introduction of new AIS include regulatory and voluntary efforts and educational programs to increase awareness and compliance with AIS prevention practices. Monitoring, surveillance, management and control efforts by a variety of partners have contained the spread and reduced negative impacts of AIS already in Wisconsin. However, much work remains to protect Wisconsin's waters from new introductions and to contain and control existing AIS populations so that valuable ecosystem services are retained.

Wisconsin has had an AIS management program since 2001 and drafted its first statewide AIS management plan in 2003. Since then, new invasive species have been found in Wisconsin, new technologies and methods have been developed to manage invasions and new regulatory programs have provided additional resources to the Wisconsin Department of Natural Resources (WDNR) and its partners to aid in AIS management. These changes have necessitated a revision of the current Wisconsin AIS Management Plan, which began in 2014 and ended in 2018.

This plan retains three main goals:

GOAL 1: Prevent the introduction of new AIS into Wisconsin.

GOAL 2: Contain the spread of AIS in Wisconsin.

GOAL 3: Control existing populations of AIS to minimize harmful impacts.

One important difference in the new plan, however, is that it implements an approach that organizes strategies and actions by invasion pathway. This new approach will maintain the plan's relevance even as specific AIS threats change and will allow for effective action across a number of different species.



Section 1: What is the program all about?

Wisconsin's continued success at AIS prevention, containment and control requires the establishment of priorities. The broad spectrum of challenges and limited resources requires that Wisconsin take a strategic approach and establish priorities to guide its AIS actions. A set of overarching priorities, as well as priorities that correspond to the plan's three goals, has been developed and is discussed below. Some priorities are continuations from the previous plan while others are new to the updated plan.

Overarching Priorities – Prevent, Contain, Control

- ◆ Develop communication tools and strategies that promote sustainable behaviors among the state's water users
- ◆ Implement the AIS program through strong partnerships
- ◆ Maintain or increase funding levels and staffing
- ◆ Strive to find opportunities to strengthen interstate partnerships for consistent messaging and program implementation

Pathway Priorities – Prevent, Contain

- ◆ Expand recreational water user outreach beyond summer recreational boaters to waterfowl hunters, trappers, wading anglers, etc.
- ◆ Increase efforts to address organism in trade (OIT) invasion pathways by expanding outreach to industry and consumers and by developing collaborative solutions to prevent pet release and water garden disposal introductions

Management Priorities – Contain, Control

- ◆ Expand capacity within local organizations for citizen-based monitoring
- ◆ Use targeted, random and convenience approaches to AIS monitoring
- ◆ Work with other state and local organizations to implement the state's Rapid Response Protocol to ensure consistent responses to new invasions

Control Priorities – Control

- ◆ Continue to refine existing AIS control technologies to make them more effective and/or to reduce non-target impacts
- ◆ Support research to develop new AIS control technologies
- ◆ Promote the use of Integrated Pest Management (IPM) principles in all management plans and efforts



Photo provided by Amy Kowalski



GOALS

GOAL 1:

Prevent the introduction of new aquatic invasive species into Wisconsin

In addition to the impacts listed in the introduction, the response to new invasions is itself costly. Once AIS are present in an environment, the impacts are at best technically challenging and often impossible to reverse, resulting in ongoing management costs (e.g., \$4 million of state AIS program funding). Although at least 182 nonnative aquatic species already have been introduced into the Great Lakes ecosystem, new introductions are still highly likely (NOAA 2011). Thirty-seven species classified as invasive are currently present in Wisconsin. Given limited resources and the extreme difficulty of eliminating established AIS, the prevention of new introductions is critical. The unpredictable and unanticipated nature of effects from AIS and their long-term costs highlight the importance of prevention as a top priority for AIS management.

GOAL 2:

Contain the spread of aquatic invasive species in Wisconsin

While natural dispersal and range expansion exist, nearly every problematic biological invasion has been human mediated, meaning that human behavior was responsible for the initial introduction of a species to a new habitat. Since human behavior can change and actions can be taken to reduce or eliminate risk of invasions resulting from that activity, almost every invasion is theoretically preventable. Wisconsin will work with federal partners and neighboring states to prevent new invasions into the state. Movement of AIS within Wisconsin

is something over which the state has more direct control and will work to stop.

Recreational activities, primarily boating, are the most common secondary invasion pathway in Wisconsin, but the other invasion pathways described in this management plan also contribute to the secondary spread of AIS in Wisconsin. Decreasing the risk of AIS transport through these pathways is the best way to keep Wisconsin's waters free from any one AIS.

GOAL 3:

Control existing populations of AIS to minimize harmful impacts

Once an AIS is established in Wisconsin, it is difficult, if not impossible or cost prohibitive, to eliminate it from the state. While eradication efforts in most cases are unfeasible, tools exist to manage existing populations of AIS to reduce impacts. When used appropriately and within the context of an AIS management plan, these tools can protect ecosystems and reduce societal impact. Control activities not only benefit the waterbody where they occur but can also contain the spread of AIS to other waterbodies. New control options (e.g., Zequanox, microparticle control) combined with a better understanding of existing options (e.g., hand pulling, 2,4-D) will make management of problematic populations more effective.

If you'd like to read more about Wisconsin's AIS Management Plan, the complete updated plan can be viewed here:

<https://publications.aqua.wisc.edu/product/wisconsin-aquatic-invasive-species-management-plan/>.



The Aquatic Invasive Species Volunteer Program Vision

The Aquatic Invasive Species Volunteer Program promotes water resource stewardship by actively involving individuals in preventing the spread of aquatic invasive species that can harm Wisconsin's ecosystems, economy, and recreational opportunities.

Citizen involvement in watercraft inspections and monitoring for invasives increases public awareness about the potential impacts of aquatic invasive species. Volunteers serve to inform and educate the public about how people can help prevent the spread of invasives by inspecting their watercraft and removing aquatic plants and animals from their boats and equipment before leaving an access site.

To accomplish these objectives, the volunteer program supports:

- ◆ Watercraft inspections for aquatic invasive species.
- ◆ Communication with the public about the laws and issues surrounding the existence, spread, and effects of invasives to Wisconsin's waters.
- ◆ Distribution of educational resources and publications.
- ◆ Collection of data to evaluate the potential spread of invasive species, public awareness of invasive species issues, and the effectiveness of the invasive species program.
- ◆ Response to technical inquiries from the public concerning invasive species.



VILLAGE OF WILLIAMS BAY

To: Lowell Wright
Finance Personnel

Jim D'Alessandro
Parks and Lakefront

C: Wayne Edwards
Tina Kolls

From: Dave Bretl
Interim Administrator

Date: 3/14/2023

RE: Removal of old tennis courts

I realize that we have a full agenda for Wednesday, however, I am wondering if we can include one more item; perhaps on the Parks & Lakefront Committee.

Recall that Finance authorized executing the attached contract with Odling for removal of the old courts. I held off on signing it based on the fact that construction of the new courts will be delayed.

Wayne is concerned and rightfully so, that if Odling can't start his work promptly, it maybe some time before the work gets done. He will also not hold his price indefinitely. On the other side of the coin, there maybe some complaints if the old courts are removed before the new ones are built.

What we are looking for is a decision one way or the other; either remove them now or take our chances later in the year.

I thought this might be a Parks decision since Finance already approved the expenditure.

I would ask Tina to place this item on the agenda and include this memo in the packet.

If either Lowell Jim do not want this on the agenda, just let Tina and I know by returning this email. Thanks Dave



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES WATER AND SEWER COMMITTEE WEDNESDAY, FEBRUARY 15, 2023, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Umans at 8:44pm

Roll Call

Trustees Umans and Stanek

Excused: Jaramillo

Also Present: President Duncan, Trustee D'Alessandro, Vlach and Wright, Interim Administrator Bretl, Treasurer Peternell, Director of Public Works Edwards, Police Lieutenant Kostock, and Engineer Snyder.

Meeting Minutes

Stanek/Umans motion to approve the meeting minutes of January 11, 2023. Unanimously carried.

Baxter & Woodman Engineering Updates

Snyder provided an update on the following projects:

- State Road 67 Reconstruction

Pre-construction meeting was held on February 13; working on having another meeting later that week. Road closure to begin March 1st. Construct water main and sanitary sewer to be completed by Memorial Day. Roadway completion by November 2023.

- Geneva Lake Dredging at Southwick Creek

No changes from last month's update.

- Water Main Asset Management Condition Study

Plan on having a draft report for review in March.

- Bailey Estates Phase 4 and Phase 5

Gerstad is working on the waiver packages and contractors' statements; expected to have by March 1st.

- Water Loss and Infiltration Reduction

No changes from last month's update.

- Harris Road Lift Station

Baxter Woodman submitted a work order to begin Phase 1 improvements, anticipate bidding in April and construction to start after Labor Day.

- Corrosion Control Study – Ammonia Reduction – Lime Reactor Cleaning

Still working with the PSC to construct.

- Lime Reactor Cleaning

Baxter Woodman submitted a work order with plans to submit a bid package within the next month and have the reactor back in service by Memorial Day.

- Well 2 Pump Replacement

Baxter Woodman submitted a work order with plans to submit a bid package within the next month and have the well out of service during the time the utilities are installed in Elkhorn Road.

- Water Tower Antenna Relocation

Waiting for Verizon to receive authorization to provide proposal.

- Women's Leadership Center

No changes from last month.

Public Works Update

No Report

Adjourn

Stanek/Umans motion to adjourn at 9:04pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the Water and Sewer Committee

VILLAGE OF WILLIAMS BAY
Engineer's Report
March 13, 2023

Geneva Lake Dredging at Southwick Creek

- The Village hired Integrated Lakes Management (ILM) from Waukegan, IL to conduct a Bathymetric Survey (Figure 1) and apply for a dredging permit.
- The Village received a permit on 2/28/23 pending a 20 day public notice period.
- The Village should prepare a bid package and be ready to start construction shortly after Labor Day.



Figure 1: Bathymetric Map

Water Loss and Infiltration Reduction -- Project No. 191368

- This project consists of engineering assistance to the staff to find sources of water loss in the drinking water system and sources of infiltration in the sanitary sewer system.
- We are continuing to work with staff to assign individual water meters to a sewage lift station drainage basin and begin collecting and comparing the data on a quarterly basis.
- We are currently tracking the strength of the wastewater to WalCoMet during both wet and dry periods.
- We will report findings on a quarterly basis.

VILLAGE OF WILLIAMS BAY
Engineer's Report
March 13, 2023

Water Main Asset Management Report – Condition Study -- Project No. 210417

- The Project consists of providing a plan to rehabilitate or replace the existing water mains that are older than 1950; see Figure 2. The Village has numerous water main segments that date back as early as the 1930's; some under roadways and others through woodlands.
- This plan inventories the water main segments and assesses their condition based on several variables including age, diameter, pipe material, soil conditions, number and types of previous breaks, and internal roughness.
- We recently added the historical break information since 2016; most of the breaks were in the 1930's section west of the Lake or within Cedar Point Park.
- We plan to have a draft report ready for review in March.

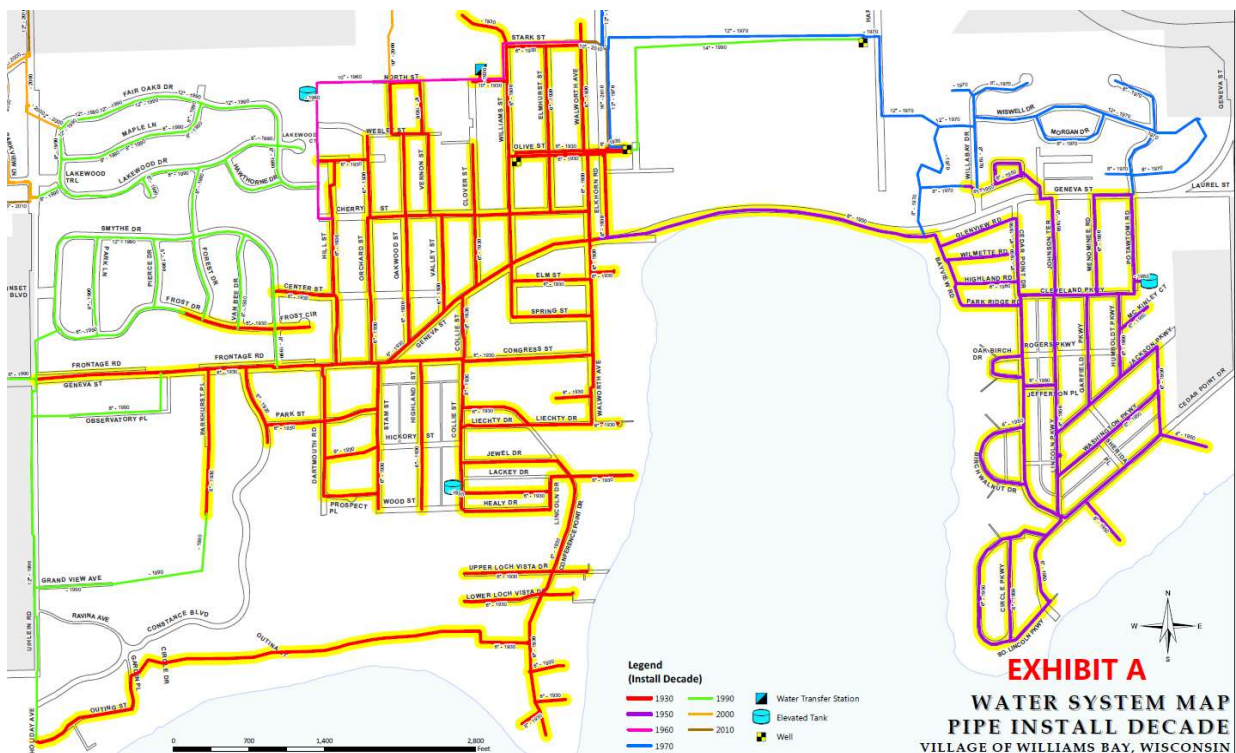


Figure 2: Water System Map Excerpt

VILLAGE OF WILLIAMS BAY
Engineer's Report
March 13, 2023

Bailey Estates – Phase 4 -- Project No. 190695

See Figure 3; Gerstad Builders is working on the waiver packages and contractors' statements; these are expected in March.

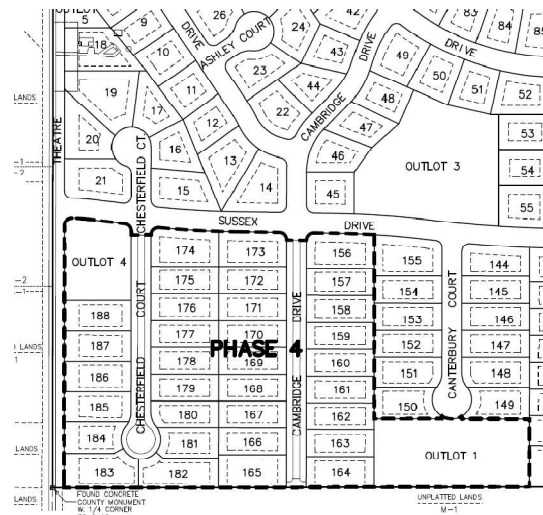


Figure 3: Phase 4 – Bailey Estates

Bailey Estates – Phase 5 -- Project No. 210949

See Figure 4; the water and sewer and lower layer of asphalt are in place; about 50 percent of the electrical is complete. We expect Gerstad Builders will begin offering lots for sale soon.

- Gerstad Builders is working on the waiver packages and contractors' statements; these are expected in March.



Figure 4: Phase 5 – Bailey Estates

VILLAGE OF WILLIAMS BAY
Engineer's Report
March 13, 2023

Harris Road Lift Station (LS 3) Replacement – Project No. 211304

- The first phase includes the replacement of the station; the second phase includes the rerouting of the discharge force. See Figure 5. The route for the future force main is unknown.



Figure 5- Overview and Force Main Route

- We filed an intent to apply (ITA) application for low interest loan money through the WDNR; this ITA does not commit the Village to use the funding; it may simply allow them a lower interest rate and longer repayment terms if the project qualifies for the funding.
- The WDNR accepted this project for funding but does not guarantee funding until the financial assistance application is approved.
- We are actively designing Phase 1 of this project.

Corrosion Control Study and Ammonia Reduction Plan—Project No. 211778

- The study from Water Quality Investigations and The Engineer's Report were submitted to the WDNR in early December with a request for a full-scale pilot study.
- The full-scale pilot study will allow the Village to demonstrate that the chlorine addition will solve the issue before investing the funds for the final equipment and building addition. The WDNR has 90 days to respond.
- We are still waiting for review comments from the WDNR and working on the Wisconsin Public Service Commission's Authority to Construct.

VILLAGE OF WILLIAMS BAY
Engineer's Report
March 13, 2023

Lime Reactor Cleaning – Project No. 222278

- The lime softening reactor is a 134,500-gallon concrete basin located in the water plant that equipped with metal mechanical clarifier equipment including a cone, baffles, and weirs. The metal cone separates the inner mixing and flocculating zones from the outer clarification zone. The metal equipment is supported by the top of the concrete basin by a steel bridge and is rotated by a drive assembly.
- The calcium hydroxide and contaminants adhere to the metal surfaces of the cone, baffles, and weirs and the concrete surfaces of the basin and must be removed by mechanical means periodically to allow the mechanisms to continue to rotate; the last time was about 20 years ago. The metal surfaces will be prepared and repainted and the basin disinfected prior to being placed in to service.
- We are currently preparing the bid package and the WDNR submittal. This project should bid as soon as possible, but wait until after Labor Day to start construction.

Well 2 Pump Replacement – Project No. 221236

- The well pump in Well 2 was installed in 1984 and was repaired in 1989 and 2007; it has the original 800 gallons per minute pump with a 50-horsepower motor; it was throttled (wasting energy) to 200 gallons per minute after Well 3 was put online in 1999. An adjustable speed (variable frequency) drive was added in 2007 to reduce some energy usage. The pump is still hydraulically inefficient due to the size and the declining water level in the aquifer.
- The electric service to this building may be 240 volt 3-Phase. Alliant Energy no longer provides replacement transformers for this service and may require the service to be either 208 or 480 volts.
- The Village performed similar work on Well 1 in 2014 and was able to reduce the motor size from 50 HP to 30 HP and save energy cost due to the difference in pump efficiency.
- We are currently preparing the bid package and WDNR submittal. This project should bid as soon as possible but wait until after Labor Day for construction.

VILLAGE OF WILLIAMS BAY
Engineer's Report
March 13, 2023

Women's Leadership Center – Project Number 222626

- We met with the design team on March 8th. The public water main is being addressed. We still may need help from the committees to get easements for future sanitary sewer and drainage improvements identified in the snips below.

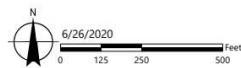


EXHIBIT A DRAFT
CONCEPT PLAN - ROADWAY AND DRAINAGE
Yerkes Future Foundation Development
Village of Williams Bay, Wisconsin

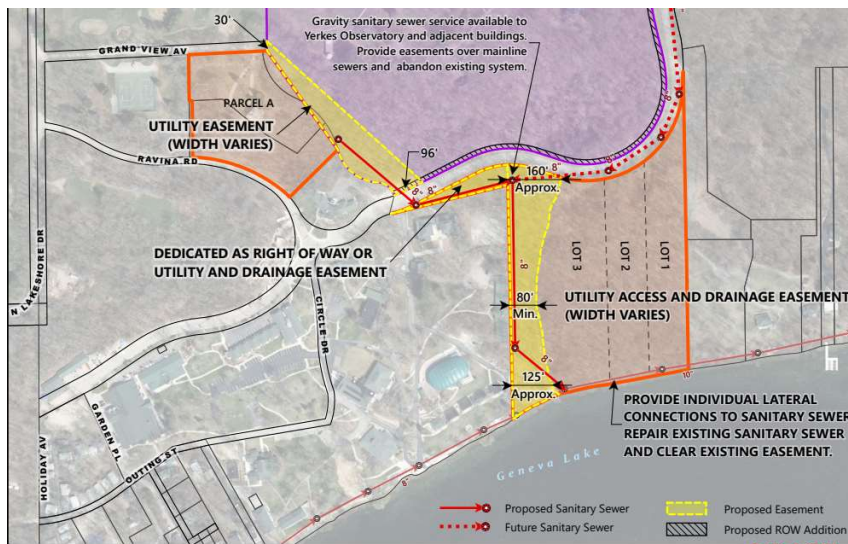
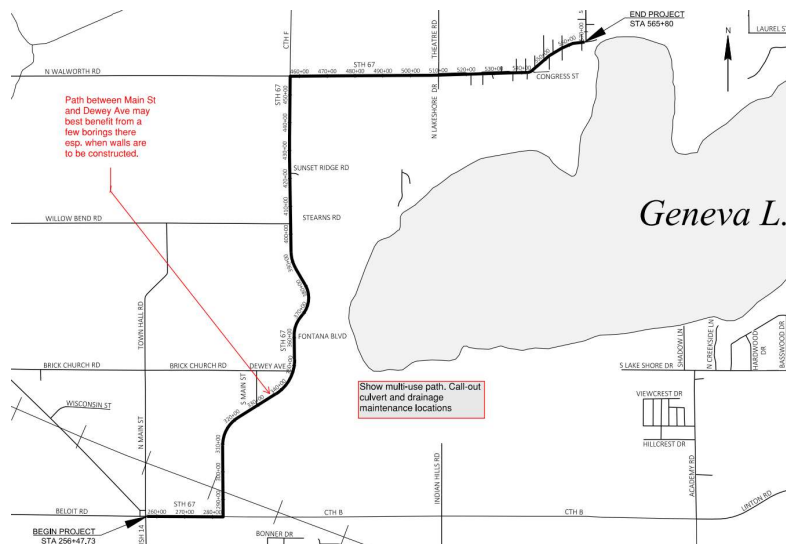


EXHIBIT B DRAFT
CONCEPT PLAN - SANITARY SEWER
Yerkes Future Foundation Development
Village of Williams Bay, Wisconsin

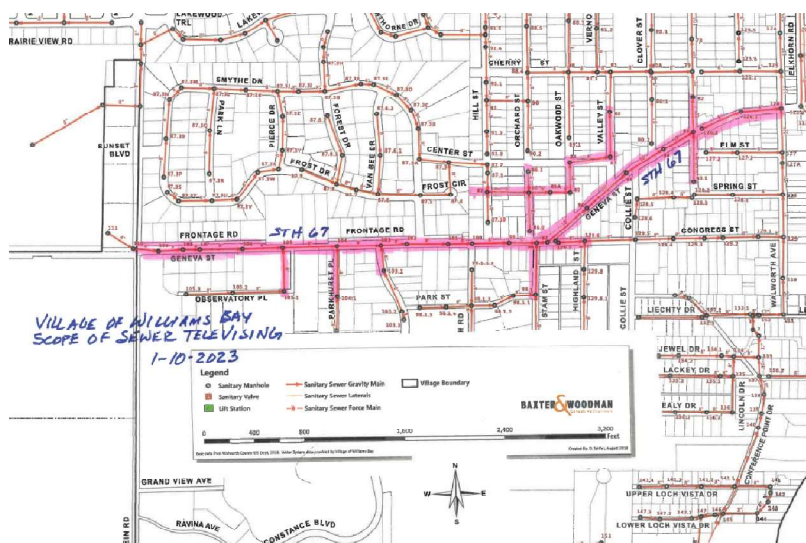
VILLAGE OF WILLIAMS BAY
Engineer's Report
March 13, 2023

STH 67 Reconstruction: East - West Section - Project Number 230260

- This project involves milling and resurfacing STH 67 from Elkhorn Road to STH 14 in Walworth; see the snip below; the plans are currently at 30% completion.
- The Village has made WDOT aware of potential sanitary sewer and water main upgrades; see the snip showing sanitary sewer on the route; public works is currently coordinating the sewer televising; the Village's scope of work must be submitted to WDOT by May 2023. This section of roadway has water main from 1936 that should be replaced, like what is planned in Elkhorn Road between Stark Street and Geneva Street. We plan to have a recommendation ready for Village review by the April meeting, following the sanitary sewer televising.
- Construction is expected to take place mid to late 2026 or 2027.



Project Overview



Sanitary Sewer Televising



VILLAGE OF WILLIAMS BAY

To: Rob Umans, Chair, Water & Sewer Committee
Committee Members

C: Doug Snyder
Wayne Edwards
Lori Peternell

From: Dave Bretl, Interim Administrator

Date: 3/13/2023

RE: Request of US Cellular to extend lease

The Village has been contacted by an agent for U.S. Cellular. The company is seeking a five-year extension of their tower lease. The following documents are attached:

- Attachment 1. Original Lease;
- Attachment 2. Letter dated September 28, 2021 extending the lease for one year;
- Attachment 3. Email correspondence between Becky Tobin and Julie Shebek.
- Attachment 4. U.S. Cellular draft 5-year extension agreement.
- Attachment 5. Village's proposed extension

The lease was set to expire in 2022 but was extended by one year (See Attachment 3).

U.S. Cellular now wants to extend the lease for another five-year term. They would like more certainty than one-year extensions. The Village's long-term goal is to get all of the cellular equipment off of the Olive Street tank and cause a free-standing tower to be built on the site upon which all of the equipment can be located. This would make it easier to maintain the tank or potentially remove it from service at a future date.

Committee Chair Umans, Village Attorney Mark Schroeder and I collaborated on a counter-offer to US Cellular. This would provide for a five-year extension but give the Village the ability to end it earlier.

You may wish to discuss the question of rent. Under the original lease, rent is stipulated to increase by fifteen percent for each extension.

ORIGINAL

C-180

OPTION AND LEASE AGREEMENT

This Agreement, made July 7, 1997, between Village of Williams Bay, a Wisconsin municipal corporation, hereinafter designated LESSOR, and Westel-Milwaukee Company, Inc., a Wisconsin corporation, d/b/a/ Cellular One, hereinafter called TENANT.

RECITALS

1. LESSOR is the owner of certain real property located in Village of Williams Bay, Walworth County, State of Wisconsin, hereinafter referred to as "Property" as described herein in Exhibit "A", and its subparts, attached hereto and made a part hereof by this reference, and,
2. TENANT desires to obtain an option to lease a portion of said Property, the leased portion of which shall be hereinafter referred to as "Premises", including rights-of-way and easements for ingress, egress, and utilities thereto, as depicted on Exhibit "B", and its subparts, attached hereto and incorporated herein by this reference.

AGREEMENT

NOW THEREFORE, in consideration of the sum of Three Hundred dollars (\$300.00), hereinafter referred to as Option Money, to be paid by TENANT to the LESSOR, which TENANT will provide upon its execution of this Agreement, the LESSOR hereby grants to TENANT the right and option to lease said Premises, including rights-of-way and easements for ingress, egress and utilities for access thereto, for the term and in accordance with the covenants and conditions set forth herein.

The Option may be exercised at any time prior to 12 months after the date of LESSOR'S execution of this Agreement.

This Option may not be sold, assigned, or transferred at any time by TENANT except to TENANT'S affiliates or subsidiaries. As to other parties, this Option may not be sold, assigned,

or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld.

Should TENANT fail to exercise this Option within the time herein specified, all rights and privileges granted hereunder shall be deemed completely surrendered, this Option terminated, and LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

The LESSOR shall permit TENANT, during the Option Period, free ingress and egress to the Premises to conduct such surveys, environmental audit, structural strength analysis, subsurface boring tests and other activities of a similar nature as TENANT may deem necessary, at sole cost of TENANT.

LESSOR also hereby grants to TENANT the right to obtain metes and bounds legal description and/or a survey of said Premises, and said metes and bounds legal description and/or survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "B", or its subparts. Cost of such work shall be paid by TENANT.

Notice of the exercise of the Option shall be given by TENANT to the LESSOR in writing. Notice shall be deemed effective on the date it is postmarked. On the effective date of such notice the following Agreement shall take effect.

LEASE AGREEMENT

1. LESSOR hereby leases to TENANT the Premises containing approximately 400 square feet, situated in Village of Williams Bay, County of Walworth, State of Wisconsin, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the maintenance of utility wires, cables, conduits, and pipes under a twenty (20) foot wide right-of-way and easement extending from the nearest public right-of-way, Olive Street, to the Premises. LESSOR hereby grants a utility easement eight (8) feet in width to Wisconsin Power and Light Company and Wisconsin Bell Inc., d.b.a. Ameritech, and agrees to execute, without delay, any such easement documents as may be required by such utility companies in connection with TENANT'S use of said Premises. Said Premises, right-of-way and easement for ingress, egress and utilities are depicted herein in Exhibit "B", and its subparts, attached hereto and made a part hereof by this reference. Utilities shall be installed exclusively underground and at the sole expense of TENANT.

2. LESSOR also hereby grants to TENANT the right to obtain metes and bounds legal description and/or a survey of said Premises, and said metes and bounds legal description and/or survey shall then become Exhibit "C" which shall be attached hereto and made a part

hereof, and shall control in the event of discrepancies between it and Exhibit "B", and its subparts. Cost of such work shall be paid by TENANT.

3. This Agreement shall be for an initial term of five (5) years, commencing on the date the Option is exercised by TENANT ("Commencement Date"), at an annual rental of \$6,000.00. The "Rental Due Date" is the first day of the month or the first day of the month following the Commencement Date if the Commencement Date is not on the first day of the month. If the Commencement Date is not on the first day of the month then the first year's rental will include the prorated partial month. Future rental payments will be made each year, in equal annual installments, in advance, on or before the anniversary of the Rental Due Date to LESSOR as named in Section 22 of this Agreement, or to such other person, firm, or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

4. This lease shall automatically be extended for four (4) additional five (5) year terms unless TENANT gives written notice to LESSOR of TENANT'S intention to terminate at least six (6) months prior to the end of the then current term.

5. The annual rental for the first five (5) year extension term shall be increased to \$6,900.00; the annual rental for the second (2nd) five (5) year extension term shall be increased to \$7,935.00; the annual rental for the third (3rd) five (5) year extension term shall be increased to \$9,125.00; the annual rental for the fourth (4th) five (5) year extension term shall be increased to \$10,495.00.

6. Additional Consideration.

a. As additional consideration and in addition to the rent described above, TENANT shall provide LESSOR, with four new portable or transportable cellular telephones at no charge. Said phones shall become the property of LESSOR, including manufacturer's warranties that apply. LESSOR shall be responsible for any airtime or service charges for the use of the phones. While on TENANT'S system such charges for phone usage by TENANT to LESSOR shall be at the lowest rate for which LESSOR is eligible. Currently LESSOR'S rate is \$9.75 per month service charge with airtime charges of \$.12 per minute. These service rates may go higher or lower depending upon LESSOR's eligibility for current and future rate plans offered by TENANT and its successors in TENANT'S normal marketing and offering of services to government entities. TENANT does not guarantee LESSOR any certain service rate.

b. As additional consideration and in addition to the rent and benefits described above, TENANT shall construct an antenna support structure on the top of LESSOR'S Water Tower sufficient to accommodate TENANT'S three whip antennas and one 17 foot whip antenna for LESSOR. LESSOR shall be responsible for the costs of providing and installing its antenna, antenna pipe bracket and antenna cables ("LESSOR's Equipment"), EXCEPT, TENANT shall install LESSOR's Equipment, one time, without charge, if LESSOR can supply LESSOR's

Equipment to TENANT so that TENANT can install LESSOR's Equipment on the day when TENANT first installs TENANT'S own antennas. The antenna support structure will be welded to the bulkhead and shall become part of the Water Tower and belong to LESSOR. TENANT shall paint the weld points and the antenna support structure with matching paint. There shall be no welding on the water reservoir vessel.

c. As additional consideration and in addition to the rent and benefits described above, TENANT shall construct its equipment building with sufficient space to accommodate LESSOR'S radio equipment. Such space shall be a minimum of four square feet. TENANT shall also provide climate control and electricity for LESSOR's equipment in TENANT'S building. TENANT will also provide battery back up for LESSOR'S equipment if LESSOR'S equipment is positive 24 volt DC power. Such battery back up will be supplied by TENANT to LESSOR to the extent that TENANT supplies battery back up to its own equipment. LESSOR acknowledges that such battery back up can become used up or not work and TENANT does not guarantee such battery back up to LESSOR.

7. If, at the end of the fourth (4th) five (5) year extension term, this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms, and conditions, and at a rental which is fifteen percent (15%) over the rental specified for the fourth (4th) five (5) year extension term, for a further term of one (1) year and for annual terms thereafter until terminated by either party giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

8. TENANT shall use the Premises for the purpose of constructing, maintaining, and operating a Mobile Communications Facility and uses incidental thereto, consisting of one unmanned equipment building, cellular antennas and all necessary connecting cables wires and appurtenances as shown on Exhibit B. Prior to TENANT installing the TENANT improvements as shown on Exhibit B, TENANT shall provide copies of the actual construction plans for LESSOR'S prior approval, such approval not to be unreasonably withheld. TENANT shall not permit any mechanics or any other liens to be filed or placed against the Property or any part thereof by reason of work, services, materials supplied to or claimed to have been supplied to TENANT. Any alterations made to the Water Tower by TENANT shall become part of the Water Tower and belong to the LESSOR. All improvements shall be at the TENANT'S expense. TENANT shall maintain the Premises in good condition. This use shall be nonexclusive, LESSOR specifically reserves the right to allow the Tower and Property to be used by other parties and to make additions, deletions, or maintenance modifications to its own facilities on the Property that do not interfere with TENANT'S use. TENANT acknowledges that LESSOR'S current operations and LESSOR'S intention to install a seventeen (17) foot whip antenna and operate radio equipment shall not be deemed interference with TENANT'S use.

9. It is understood and agreed that TENANT'S ability to use the Premises is contingent upon its obtaining, after the execution date of this Agreement, all the certificates,

permits, and other approvals that may be required by any federal, state, or local authorities. LESSOR shall cooperate with TENANT in its efforts to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that TENANT, in its sole discretion, will be unable to use the Premises for its intended purposes, TENANT shall have the right to terminate this Agreement.

10. TENANT may also terminate this lease in the event that TENANT, within its sole discretion, determines that the Premises is unsatisfactory or becomes unsatisfactory for TENANT'S purpose. Ninety- (90) Day notice of the TENANT'S exercise of its right to terminate shall be given to LESSOR in writing. All rentals paid for the lease of the Premises to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money to each other.

11. TENANT shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises by the TENANT, its servants or agents or any equipment therein or appurtenances thereto, excepting, however, such claims or damages as may be due to or caused by the negligent or intentional acts of the LESSOR, its servants or agents.

12. TENANT shall maintain and provide general liability insurance with respect to TENANT, its agents, employees, invitees or permittees presence on the Premises (including without limitation, the option/inspection, construction and post-construction work) and the operation of TENANT's business thereon for the benefit and protection of LESSOR(S) and LESSOR(S) heirs and assigns and TENANT shall list LESSOR(S) as an additional insured to its policy, with an insurance company and on a form and substance acceptable to LESSOR(S), (said acceptance not to be unreasonably withheld) in an amount not less than one million dollars per occurrence. TENANT shall provide LESSOR(S) with a certificate of insurance prior to the Commencement Date.

13. TENANT will be responsible for all utilities required by its use of the Premises. TENANT is currently exempt from real estate and personal property taxes. If TENANT'S tax status changes or if additional taxes are due because of TENANT'S use or improvements constructed on the Premises, TENANT shall pay such taxes upon notice from LESSOR or taxing authority.

14. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove its personal property and restore the Premises to its original condition, reasonable wear and tear excepted. If such time for removal causes TENANT to remain on the Premises after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or the

TENANT'S equipment building - J.J.P. MK

existing monthly pro-rata basis if based on a longer payment term, until such time as the removal of personal property is completed. TENANT shall not be required to remove underground utilities or foundations below four feet below the ground surface. When this Agreement is terminated, TENANT will leave behind a shelter for LESSOR'S radio equipment. ~~The shelter may be TENANT'S equipment building or TENANT may replace TENANT'S equipment building with a smaller equipment building of a size not less than twenty-five (25) square feet similarly equipped with electrical service and air conditioning, together with battery back up if the LESSOR'S equipment is positive 24 volt DC power. Whether to leave behind the equipment building or replace the equipment building shall be at TENANT'S option. LESSOR and TENANT shall each notify the other of its decisions regarding the equipment buildings within thirty (30) days of receiving written notice that the Agreement is terminated.~~

15. LESSOR covenants that TENANT, on paying the rent and performing the covenants by it herein made, shall and may peacefully and quietly have, hold, and enjoy the leased Premises. LESSOR will not grant a future lease to any party for use of the Property for communications equipment, if such use would cause measurable radio interference with TENANT'S use of the Premises. Any future lease of the Property which permits the installation of communication equipment shall be conditioned upon not causing measurable radio interference with TENANT'S use of the Premises. LESSOR'S current plan to install a seventeen (17) foot whip antenna and use its radio equipment on the Premises shall not be deemed interference with TENANT'S use of the leased Premises.

16. LESSOR covenants that LESSOR is seized of good and sufficient title and interest in the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments, or impediments of title on the Property.

17. TENANT agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. LESSOR represents warrants and agrees (1) that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Property in violation of any law or regulation, and (2) that LESSOR will not, and will not permit any third party to, use generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. LESSOR and TENANT each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, or any substance that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

18. If TENANT fails to perform any of its obligations under this Agreement, and if such default continues for more than thirty (30) days after the LESSOR notifies TENANT in

writing of the existence and nature of the default, then the LESSOR may terminate the rights of TENANT under this Agreement, subject to TENANT'S right to remove its personal property and Equipment upon termination, and the LESSOR may recover damages from TENANT arising from such default. If the LESSOR fails to perform any of its obligations under this Agreement, and if such a default continues for more than thirty (30) days after TENANT notifies the LESSOR in writing of the existence and nature of the default, then TENANT, in addition to any other remedy that may be available to it at law or in equity, may either perform the LESSOR'S obligation on the LESSOR'S behalf and may offset the expense of doing so against any monthly rent or any other funds due to the LESSOR from TENANT or TENANT may terminate the lease at TENANT's option. Notwithstanding the above, if a breach of its obligations by either party cannot be cured with reasonable efforts within said thirty (30) day period, the breaching party shall not be in default under this Agreement if such party commences cure efforts within said thirty (30) day period and diligently pursues such cure efforts to completion.

19. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the LESSOR or TENANT in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

20. This Option and Lease Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Wisconsin.

21. This Agreement may not be sold, assigned, or transferred at any time by TENANT except to TENANT'S affiliates or subsidiaries. Notwithstanding any of the forgoing provisions concerning assignment, it is agreed that TENANT need not secure the consent of LESSOR to any change of business structure and/or any assignment or sublease by TENANT to United States Cellular Corporation or its affiliated or associated entities.

22. In the event that either party hereto shall institute suit to enforce the rights hereunder, the prevailing party shall be entitled to recover court costs and a reasonable attorney's fee. Upon appeal, the prevailing party shall be entitled to recovery of court costs and reasonable attorney's fees incurred as a result of such appeal.

23. All notices hereunder must be in writing and shall be deemed validly given when mailed, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT: Westel-Milwaukee Company, Inc.
d.b.a. Cellular One
P.O. Box 298
Waukesha, WI 53187-0298

Attn: Engineering and Operations Dept.
(414) 783-5500

LESSOR: Village of Williams Bay
c/o Village Clerk
P.O. Box 580
Williams Bay, WI 53191
(414) 245-2700

WITH A COPY TO: John H. Andrews
Consigny, Andrews, Hemming and Grant, S.C.
303 East Court Street
P.O. Box 1449
Janesville, WI 53457
(608) 755-5050

24. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

25. The parties agree to execute, without delay, a Memorandum of Option, a Memorandum of Lease or a Memorandum of Commencement in a form appropriate for recording in the county in which the Premises are situated upon the request of either party.

26. TENANT shall share in the cost of maintenance of the access driveway used for ingress and egress proportionately to TENANT's use including snowplowing. Any other parties using said access shall share the costs of maintenance proportionately to their use including snowplowing if the parties use said access during periods of snowfall.

27. LESSOR expressly reserves the right to relocate the non-exclusive easement for ingress and egress at LESSOR cost, to any location on LESSOR'S Property deemed appropriate by LESSOR; provided that LESSOR provides uninterrupted access to the Premises during the period of relocation and such relocated roadway provides TENANT with reasonable access to the Premises of similar or better quality as the original access.

END OF TERMS

THE UNDERSIGNED LESSOR(S) HEREBY AGREE(S) TO LEASE THE ABOVE-MENTIONED PREMISES ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN

LESSOR: Village of Williams Bay

BY Marianne P. Klemke Its: President
print name: Marianne P. Klemke

BY F. Jean Gould Its: Clerk
print name: F. Jean Gould

TENANT: Westel-Milwaukee Company, d.b.a
Cellular One

BY: Tony Salviaggio ITS: Director, Network Services
print name: Tony Salviaggio

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY
THE "PROPERTY"

A parcel of land located in the Northwest Quarter of Section 1,
Township 1 North, Range 16 East, Village of Williams Bay,
described as follows, to-wit:

Commencing at the Northwest corner of said Section 1; thence
South 2° 54' West, 334.89 feet; thence South 88° 45' East,
1299.28 feet; thence South 89° 11 3/4' East, 1123.43 feet to the
place of beginning; thence continue South 89° 11 3/4' East, 200
feet; thence South 2° 17 1/2' West, 217.80 feet; thence North 89°
11 3/4' West, 200 feet; thence North 2° 17 1/2' East, 217.80 feet
to the place of beginning.

Tax Key Number: WWUP 00003A

PARCEL I

LEGAL DESCRIPTION FOR THE PREMISES

Description by Surveyor of Premises as depicted on Page 2 of Exhibit B shall govern.

PARCEL II

LEGAL DESCRIPTION FOR INGRESS, EGRESS EASEMENT

Description by Surveyor of Easement as depicted on Page 2 of Exhibit B shall govern.

PARCEL III

LEGAL DESCRIPTION FOR UTILITIES EASEMENT

Description by Surveyor of Easement as depicted on Page 2 of Exhibit B shall govern.

SITE SKETCH VILLAGE WILLIAMS BAY

EXHIBIT B
Page 2 of 3

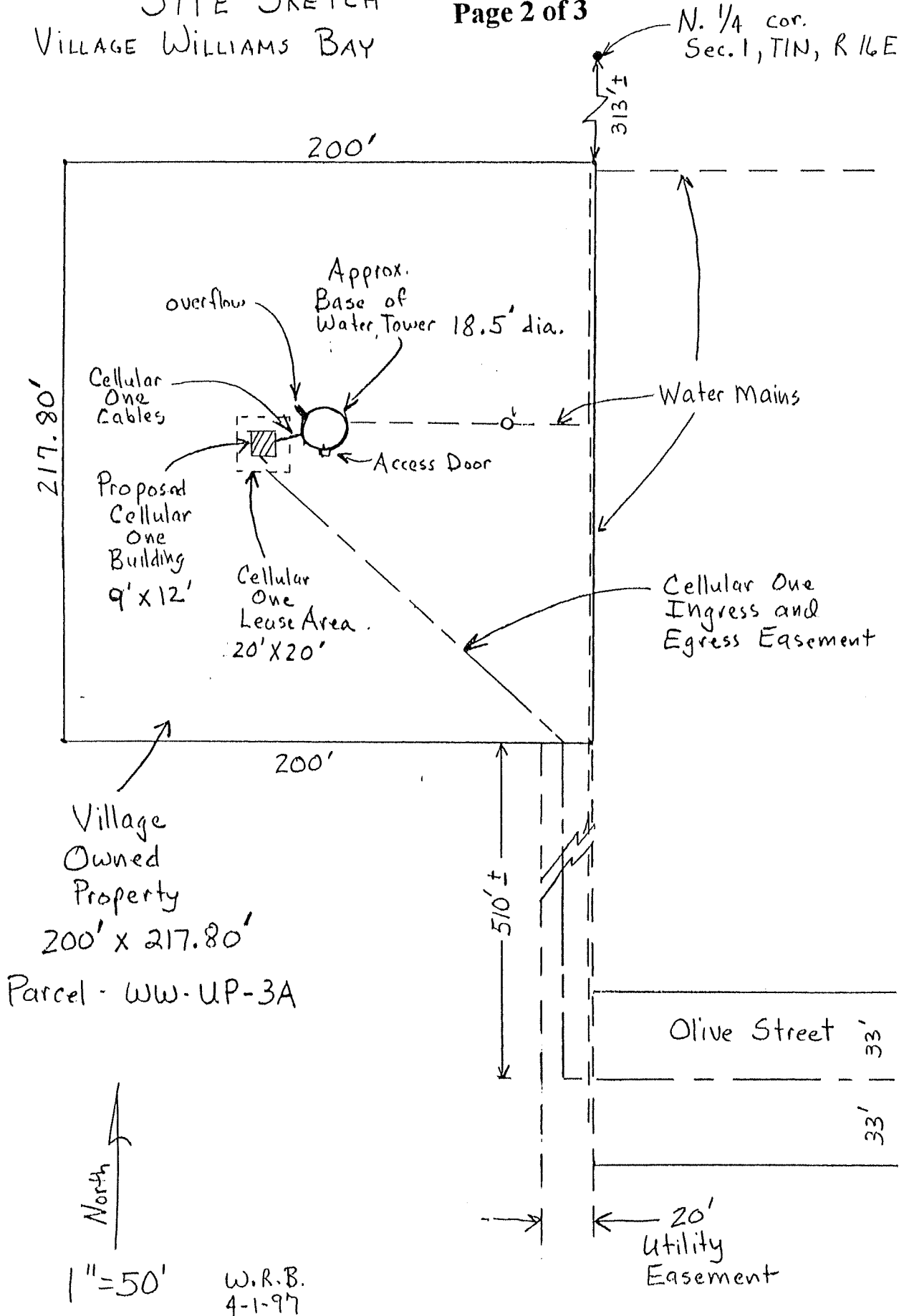
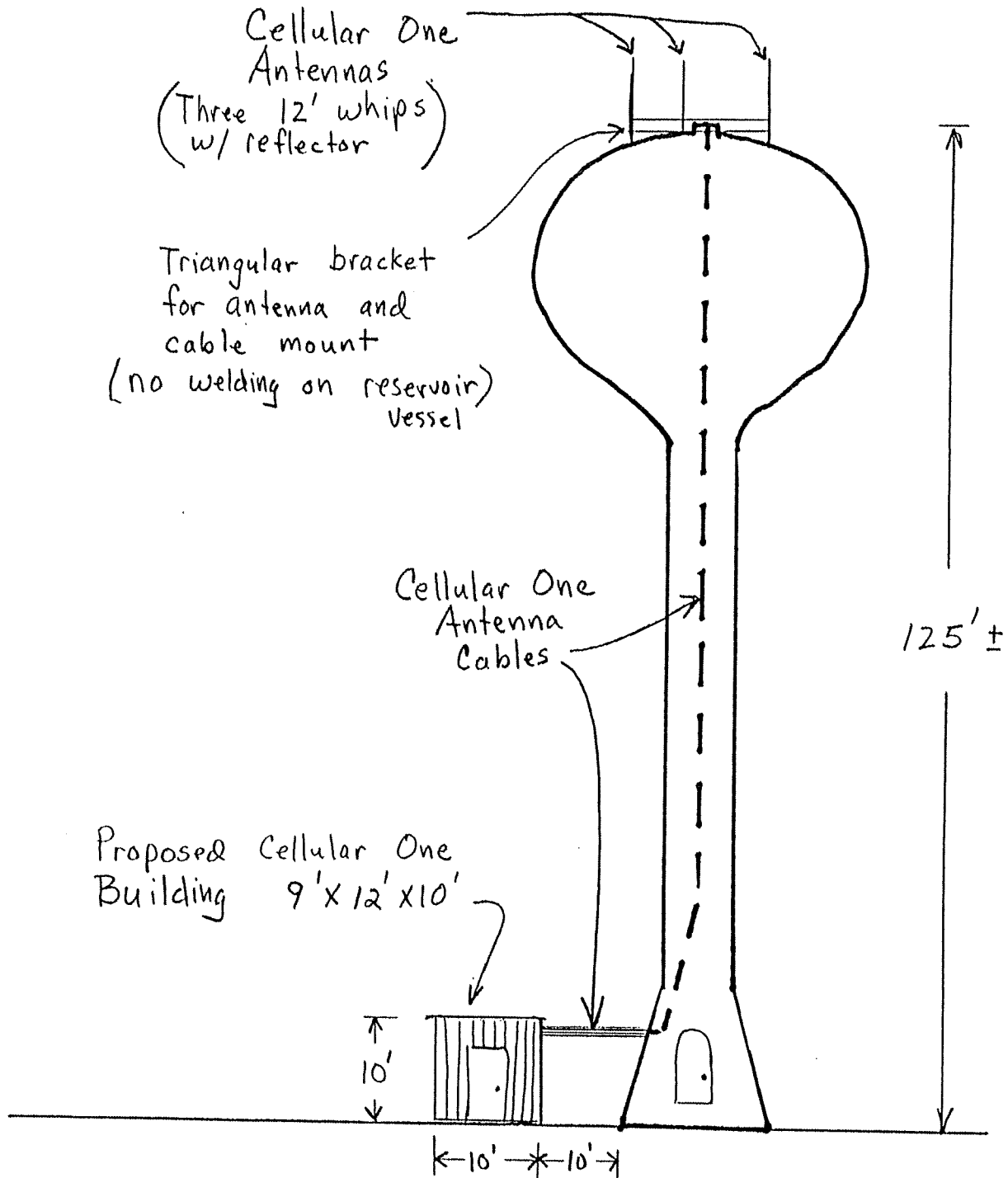


EXHIBIT B
Page 3 of 3



TOWER ELEVATION
Not to Scale

4-7-97
W.R.B.



VILLAGE OF WILLIAMS BAY

September 28, 2021

To: US Cellular Operating Company LLC

Re: Lease Extension- Williams Bay, Wisconsin site # 786318

To Whom it May Concern:

The Williams Bay Village Board voted, at their September 20, 2021, meeting to extend the lease agreement between the Village and US Cellular for one more year. Page 4 of the lease agreement references the option of a 1-year extension with a 15% increase in the rental fee if a written notice to terminate does not occur within the proper time period. The Village of Williams Bay has no intention in sending a termination notice.

Please let me know if you have any questions or concerns.

Thank you.

Sincerely,

Becky Tobin
Village Administrator

Dave Bretl

From: Julie Shebek <julie@firstamericansite.com>
Sent: Wednesday, January 4, 2023 4:47 PM
To: Dave Bretl
Subject: RE: US Cellular - lease extension
Attachments: Williams Bay 786318 draft 2nd amend USCC redlines 121422 (2).doc

Hello Becky,
Attached is the Amendment for your review. Let me know if everything looks good. If so, I'll send over an executable copy. When will this go before the Board?

Julie Shebek
First American Site Acquisition, Inc.
On behalf of US Cellular
319-721-0411

From: Becky Tobin <admin@vi.williamsbay.wi.gov>
Sent: Friday, December 02, 2022 8:42 AM
To: Julie Shebek <julie@firstamericansite.com>
Subject: Re: US Cellular - lease extension

Hi Julie. Yes, I think this is possible. I think we will want to do more than just a letter from me for this. Can you put something together for me to take to the board?

Thank you.

Becky Tobin
Village Administrator
250 Williams Street
Williams Bay, WI 53191
(262) 245-2700

From: Julie Shebek <julie@firstamericansite.com>
Sent: Thursday, December 1, 2022 4:51 PM
To: Becky Tobin <admin@vi.williamsbay.wi.gov>
Subject: RE: US Cellular - lease extension

Becky, US Cellular would like a 5 year extension with option to terminate each year. Since the w.t. is not coming down till 2029, at the latest, this will eliminate further extensions.
Is this possible?

Julie Shebek
First American Site Acquisition, Inc.
On behalf of US Cellular
319-721-0411

From: Julie Shebek
Sent: Wednesday, November 30, 2022 10:50 AM
To: Becky Tobin <admin@vi.williamsbay.wi.gov>
Subject: US Cellular - lease extension

Becky,
Here is the first letter you drafted and sent. Can you please draft another one extending the lease for two more years.
When does the Board meet to gain this approval?

Julie Shebek
First American Site Acquisition, Inc.
On behalf of US Cellular
319-721-0411

Site Name: Williams Bay

Site Number: 786318

SECOND AMENDMENT TO OPTION AND GROUND AGREEMENT

This Second Amendment ("Second Amendment"), made this _____ day of _____, 20____, modifies that certain amended Option and Ground Agreement dated July 7, 1997 ("Agreement") between Village of Williams Bay, a Wisconsin Municipal Corporation, having an address at 250 Williams Street, P.O. Box 580, Williams Bay, Wisconsin 53191 ("Lessor") and United States Cellular Operating Company, LLC, a Delaware limited liability company, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631, ("Lessee").

WHEREAS, pursuant to the Agreement, Lessor has leased to Lessee certain premises located on the water tower located on property in the Village of Williams Bay, Walworth County, State of Wisconsin (the "Premises") for use as a telecommunications site; and

WHEREAS, both the Lessor and the Lessee desire to extend the length of the Agreement.

NOW, THEREFORE, in consideration of the terms of the Option and Ground Agreement and this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

- I. Agreement Paragraph 4 is hereby modified only to the extent that the amount of additional five (5) years extension terms are increased from four (4) to five (5) extension terms.
- II. The annual rent for the fifth (5th) extension term will be Twelve Thousand Sixty- Nine Dollars and 25/100 (12,069.25).
- I-III. Agreement Paragraph 7 is hereby modified only to the extent that the language in this paragraph will apply after the end of the fifth (5th) extension term.

II-IV. Except as amended herein, all other terms of the Agreement remain unchanged and in full force and effect.

[END OF DOCUMENT - SIGNATURE PAGE FOLLOWS]

Site Name: Williams Bay

Site Number: 786318

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment as of the last signature date below.

LESSOR: Village of Williams Bay:

LESSEE: United States Cellular Operating Company, LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]

Site Name: Williams Bay

Site Number: 786318

STATE OF _____)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____ (and) _____, known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Second Amendment to Option and Ground Agreement, appeared before me this day in person and (severally) acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Commented [JS1]: Who will sign for the Village? I will modify this section

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, for United States Cellular Operating Company, LLC known to me to be the same person whose name is subscribed to the foregoing Second Amendment to Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Lease as his/her free and voluntary act on behalf of the named Lessee, for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

My commission expires _____

Site Name: Williams Bay

Site Number: 786318

DRAFT

Site Name: Williams Bay

Site Number: 786318

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NOW, THEREFORE, in consideration of the terms of the Option and Ground Agreement and this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

- I. Agreement Paragraph 4 is hereby modified only to the extent that the amount of additional five (5) years extension terms are increased from four (4) to five (5) extension terms.
- II. The annual rent commencing on the fifth (5th) extension term will be Twelve Thousand Sixty- Nine Dollars and 25/100 (12,069.25).
- III. Agreement Paragraph 7 is hereby modified only to the extent that the language in this paragraph will apply after the end of the fifth (5th) extension term.
- IV. Notwithstanding anything to the contrary in the Lease, this Lease can be terminated with six (6) months prior written notice by either party if the Lessor undertakes construction or causes the undertaking of construction of a freestanding tower following conditions are met: (i) Lessor builds a free-standing monopole ("Tower") and (ii) Lessor and Lessee fully execute a new lease or amend this Lease to allow Lessor to locate Tenant's equipment on the Tower, capable of accommodating Lessee's antennas and associated equipment.
- I.V. During the period of construction of the Tower, the parties agree to engage in good faith negotiations to enter into a new Lease between Lessor and Lessee, to locate Lessee's antenna and associated equipment on the Tower and within the surrounding designated area, effective within 60 days of completion of the Tower.

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Site Name: Williams Bay

Site Number: 786318

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H.VI. Except as amended herein, all other terms of the Agreement remain unchanged and in full force and effect.

[END OF DOCUMENT - SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment as of the last signature date below.

LESSOR: Village of Williams Bay.

LESSEE: United States Cellular Operating Company, LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]

Site Name: Williams Bay

Site Number: 786318

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STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____ (and _____, known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Second Amendment to Option and Ground Agreement, appeared before me this day in person and (severally)acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Commented [JS1]: Who will sign for the Village? I will modify this section

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF ILLINOIS _____)

COUNTY OF COOK _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, for United States Cellular Operating Company, LLC known to me to be the same person whose name is subscribed to the foregoing Second Amendment to Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the

Site Name: Williams Bay

Site Number: 786318

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said Lease as his/her free and voluntary act on behalf of the named Lessee, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

DRAFT



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES FINANCE AND PERSONNEL COMMITTEE WEDNESDAY, FEBRUARY 15, 2023, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Wright at 8:18pm

Roll Call

Trustees Wright, D'Alessandro, and Umans

Also Present: President Duncan, Trustees Stanek and Vlach, Interim Administrator Bretl, Treasurer Peternell, Director of Public Works Edwards, Police Lieutenant Kostock, Recreation Director Rowland, Engineer Snyder, and Derek D'Auria; Walworth County Economic Development Alliance.

Meeting Minutes

Umans/D'Alessandro motion to approve meeting minutes of January 11, 2023, January 16, 2023, January 20, 2023, January 25, 2023, and January 27, 2023. Unanimously carried.

Walworth County Economic Development Alliance 2023 Membership

Derek D'Auria was present to discuss some of the activities that WCEDA has assisted the Village with in 2022 and an overview of what the organization does for Walworth County. It was the consensus of the Committee that WCEDA provides valuable services to the Village. Umans/D'Alessandro motion to recommend Village Board approval of the 2023 Membership in the amount of \$1,500. Unanimously carried.

Removal of Tennis Courts

Bretl discussed the bid from Odling for removal of the tennis courts and restoration of the property by Lions Field in the amount of \$23,250. Bretl stated that this project is considered "public construction", however it is under the \$25,000 threshold that requires it to be publicly bid. A Class 1 notice of the proposed construction is required before a contract is executed. D'Alessandro/Umans motion to recommend Village Board approval to award the contract to Odling after Class 1 notice has been done. Unanimously carried.

Contract for construction of tennis and basketball courts on Theatre Road

The Committee reviewed the contract from Sherrer Construction for the construction of tennis and basketball courts on Theatre Road in the amount of \$219,500. Discussion was held regarding concerns with some of the contract language. D'Alessandro/Umans motion to recommend Village Board approval contingent upon contract negotiation language. Unanimously carried.

Walworth County Economic Development Alliance 2023 Membership

No action taken, duplicate agenda item.

Monthly activity of Borrowing projects

The Committee reviewed the to date spending of the borrowed funds.

Treasurer Report

The Committee reviewed the Treasurer's report of December and January activities.

Adjourn

D'Alessandro/Umans motion to adjourn at 8:43pm. Unanimously carried.

/s/ Lori Peterzell, Village Treasurer

These are not official minutes until approved by the Finance & Personnel Committee



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES JOINT PARKS & LAKEFRONT COMMITTEE AND FINANCE & PERSONNEL COMMITTEE AND MEETING OF THE FINANCE & PERSONNEL COMMITTEE MEETING MONDAY, FEBRUARY 20, 2023 AT 6:15 PM

I. Call to Order Parks & Lakefront Committee

Jim D'Alessandro called the meeting to order at 06:15pm.

II. Roll Call

Present: Jim D'Alessandro

Also Present: Trustee Robert Umans, Recreation Director Dave Rowland, Public Works Director Wayne Edwards, Interim Administrator Dave Bretl, Clerk Tina Kolls

Excused: Lowell Wright, Matthew Stanek

III. Rec Department Part Time Sports Coordinator

A. Approving the hiring of Jody Knauss as the Recreation Department Part Time Sports Coordinator

No action taken, there was not a Quorum

IV. Adjournment of Parks and Lakefront Committee

The motion to adjourn was initiated by Jim D'Alessandro 06:15pm.

V. Call to Order Finance & Personnel Committee

Jim D'Alessandro called the meeting to order at 06:16pm.

VI. Roll Call

Present: Jim D'Alessandro, Robert Umans

Also Present: Recreation Director Dave Rowland, Public Works Director Wayne Edwards, Interim Administrator Dave Bretl, Clerk Kolls

Excused: Lowell Wright

VII. Rec Department Part Time Sports Coordinator

A. Approving the hiring of Jody Knauss as the Recreation Department Part Time Sports Coordinator at the hourly wage of \$16.00

Jim D'Alessandro explained that Jody Knass was qualified for the position. Dave Rowland explained that Knass would be working 10-20 hours per week.

The motion to approve the hiring of Jody Knauss as the Recreation Department Part Time Sports Coordinator at the hourly wage of \$16.00 was initiated by Robert Umans and seconded by Jim D'Alessandro. Unanimously carried.

VIII. Mission Square Retirement

- A.** Adoption of a Deferred Compensation Plan through Mission Square Retirement and Authorizing the proper Village Official to execute the necessary documents related to said plan

There was a motion to table the Adoption of a Deferred Compensation Plan through Mission Square Retirement and Authorizing the proper Village Official to execute the necessary documents related to said plan due to lack of documentation which was initiated by Robert Umans and seconded by Jim D'Alessandro. Unanimously carried.

IX. Adjournment of Finance & Personnel Committee

The motion to adjourn was initiated by Jim D'Alessandro and seconded by Robert Umans at 06:23pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES FINANCE AND PERSONNEL MEETING 3/6/2023 MEETING MONDAY, MARCH 6, 2023 AT 6:00 PM

I. Call to Order

Lowell Wright called the meeting to order at 06:00pm.

II. Roll Call

Present: Lowell Wright, Jim D'Alessandro, Robert Umans

Also Present: Village President, William Duncan, Interim Administrator, Dave Bretl, Clerk, Tina Kolls, Village Engineer, Doug Snyder, Recreation Director, Dave Rowland

III. Adoption of ICMA-RC (Mission Square) 457 Plan and Trust and Authorizing the proper Village officials to execute an Administrative Services Agreement with Mission Square

The motion to approve the Resolution, with the resolution number to be assigned by the clerk at a later time, to adopt an ICMA-RC (Mission Square) 457 Plan and Trust and Authorization of the proper Village officials to execute an Administrative Services Agreement with Mission Square was initiated by Lowell Wright and seconded by Jim D'Alessandro. Unanimously carried.

IV. Construction contract by and between Williams Bay and Scherrer Construction for construction of tennis/basketball courts

V. Adjourn

The motion to adjourn was initiated by Robert Umans and seconded by Jim D'Alessandro at 06:25pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

AGREEMENT

INFORMATION TECHNOLOGY (IT) MANAGED SERVICES FOR THE VILLAGE OF WILLIAMS BAY

The contract made and entered into this _____ day of _____ 2023, by and between **Velocity Solutions**, hereinafter referred to as the “Consultant” and the **Village of Williams Bay**, Wisconsin, hereinafter referred to as the “Village”.

The Village hereby agrees to engage the Consultant and the Consultant hereby agrees to perform technology services requested by said Village. The relationship between Village and Consultant created under this agreement is that of principal and independent contractor. Neither the terms of this agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and no such person or entity is entitled to be or shall be construed as being a third-party beneficiary of this agreement unless specified by name herein or an amendment hereto. Consultant is an independent contractor, and nothing contained in this Agreement shall be deemed or interpreted to constitute the independent contractor as a partner, agent or employee of the company, nor shall either party have any authority to bind the other.

The Village will make available to the Consultant any information, reports, equipment, and data in possession of the Consultant and will cooperate with the Consultant in the course of the work specified herein. To that end, the Village hereby authorizes members of the staff of said Consultant to enter upon any lands, at reasonable times and in such manner as to cause no unnecessary injury, in order to perform work related to the work cited below in the *Summary of Services*. In order for the Consultant to effectively and efficiently manage the Village’s data infrastructure at the best possible price, the Village agrees to make no changes to the IT infrastructure of the Village without first consulting the Consultant.

Summary of Services: The Consultant will be expected to assist with IT related functions that are to include, Client Management, Server Management, Network Maintenance, On-call support, Cyber Security, Vendor Management and Network Architecture and Design.

Consultant shall provide on-call personnel to respond to daily network and user needs, in addition to monitoring and patching.

The Consultant will be expected to assist in a “coordinator” role on various issues within the scope of essential duties and responsibilities. Examples of the “coordinator role” are:

- ☐ Report to Village on the status of the Village’s IT network.
- ☐ Work with Department Heads/designees to help them implement IT related activities within their office.
- ☐ Serve as the de facto Director of IT for the Village.

Liability & Insurance Requirements: The Consultant is required to meet the Village of Williams Bay insurance requirements. Unless otherwise specified the Consultant shall, before commencing work, procure and maintain for the duration of the contract term insurance against

claims for injuries to persons or damages to property which may arise from or in connection with the work and activities of the Consultant and the Consultant's agents, employees, representatives, and sub-contractors. The insurance provider must be licensed in the State of Wisconsin to provide the coverage. Coverage shall list the Village of Williams Bay as an additionally named insured in the following minimum amounts with specific coverage:

Property Damage: \$1,000,000 (each occurrence)

Bodily Injury: \$500,000 (each person) \$1,000,000 (each occurrence)

The Village shall be able to verify Insurance compliance at any time, upon request.

General Indemnity: As an integral part of this agreement, the Consultant agrees to purchase and maintain, during the life of this agreement, liability insurance in the amounts required in the general liability insurance requirements.

Confidentiality: Consultant acknowledges and agrees that it will not disclose any information obtained in performing services pursuant to this Agreement. Consultant agrees to hold all information in strictest confidence and will take proper and appropriate steps, at all times, to protect such information from disclosure to third parties. All information obtained from the Village will be used by Consultant only in connection with its rights and obligations under this Agreement and no other use will be made of it. A violation of this paragraph will be a material violation of this Agreement.

Disputes: In the event of a dispute between Village and Consultant arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may end this agreement with 30 days written notice.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Assignability: Neither party may assign this Agreement without the express written consent of the other party.

Payments: The Village shall be invoiced monthly only for hours of actual support provided. Payment shall be issued within 30 days.

Term: This Agreement by and between the Village of Williams Bay and Velocity Solutions shall have a duration from _____, 2023 through _____, 2024, with additional one-year options for a potential to perform IT support for up to five years. The Village of Williams Bay will have the sole discretion to exercise the options.

Pricing: Consultant's current hourly rate for services is \$90 per hour. Rate increases for the 2024 contract duration shall not exceed the cost-of-living percentage after adjusting for the CPI-U (The Consumer Price Index for All Urban Consumers). Any additional years will be subject to a

CPI-U adjustment as well as a possible hourly rate renegotiation at the discretion and request of the Consultant.

Payment is to be used strictly for services outlined in contract and cannot be used as a credit for hardware, software, or anything else not in contract.

Ending of agreement: Either party may end this agreement with 30 days written notice for any reason.

All correspondence regarding cancellation shall be via certified mail to this office:

Village:
Village of Williams Bay
Village Administrator's Office
250 Williams Street
Williams Bay, WI 53191

Consultant:
Mr. John Wisniewski
Velocity Solutions
W268S8380 Alpine Drive
Mukwonago, WI 53149

Governing Law: This Agreement shall be governed by the laws of the State of Wisconsin.

Assignability of Agreement: This Contract is not assignable by the Consultant of record, without the express written consent of the Village, and in the event of bankruptcy, assignment for the benefit of creditors, or a petition for receivership relative to the Consultant of record, the Village may, without notice, declare this contract at an end, at its option.

Lawful Agreement: The Consultant in executing this Agreement acknowledges that it has not been induced to enter into this Agreement by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Village concerning any matter not expressed herein. The Contractor acknowledges that the Village has relied upon the proposal submitted by the Contractor and has awarded the Contract in reliance thereon.

Entirety

This Agreement constitutes the entire Agreement between parties. No modification, amendment, alteration, revision or waiver of this Agreement or any of its provisions shall be permitted by or binding upon the parties unless so agreed in writing.

VELOCITY SOLUTIONS

VILLAGE OF WILLIAMS BAY

By _____

By _____

Title:

Village Chairman



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 25, 2023

Village of Williams Bay
250 WILLIAMS ST
WILLIAMS BAY WI 53191

Account Information:

Policy Holder Details :	VELOCITY
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2023

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

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

PRODUCER BWO INSURANCE GROUP LLC 83411439 7472 S 6TH STREET OAK CREEK WI 53154	CONTACT NAME:	
	PHONE (414) 768-8100	FAX
	(A/C, No, Ext):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED VELOCITY W268S8380 ALPINE DR MUKWONAGO WI 53149-8570	INSURER A: Sentinel Insurance Company Ltd.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			83 SBM NX4948	03/29/2022	03/29/2023	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			83 SBM NX4948	03/29/2022	03/29/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS	☐	SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	HIRED AUTOS	☒	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
	☒							
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			83 SBM NX4948	03/29/2022	03/29/2023	Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Village of Williams Bay
250 WILLIAMS ST
WILLIAMS BAY WI 53191

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Suean L. Castaneda

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 25, 2023

Village of Williams Bay
250 WILLIAMS ST
WILLIAMS BAY WI 53191

Account Information:

Policy Holder Details :	VELOCITY
-------------------------	----------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2023

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

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

PRODUCER BWO INSURANCE GROUP LLC 83411439 7472 S 6TH STREET OAK CREEK WI 53154	CONTACT NAME:	
	PHONE (414) 768-8100 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company Ltd.	
INSURED VELOCITY W268S8380 ALPINE DR MUKWONAGO WI 53149-8570	NAIC# 11000	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			83 SBM NX4948	03/29/2023	03/29/2024	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC							
	OTHER:							
A	AUTOMOBILE LIABILITY			83 SBM NX4948	03/29/2023	03/29/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS	☐	SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	HIRED AUTOS	☒	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
	☒							
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
							AGGREGATE	
	☐ DED ☐ RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			83 SBM NX4948	03/29/2023	03/29/2024	Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Village of Williams Bay
250 WILLIAMS ST
WILLIAMS BAY WI 53191

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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MEMORANDUM

DATE: MARCH 15, 2023
TO: FINANCE & PERSONNEL COMMITTEE
FROM: LORI PETERNELL, VILLAGE TREASURER
RE: ASSESSMENT SERVICES RFP

Associated Appraisal's contract is expiring on December 31, 2023. Therefore, I am requesting the F&P Committee recommend VB approval seeking proposals for assessment services. Included in the packet is the draft RFP. There are a few points that need to be addressed prior to sending out the proposal.

1. The proposal asks for a 3-year term. Should it be longer?
2. The proposal has F&P conducting interviews with bidders. Should it be the full Board instead? The RFP has interviews to be done the week of April 10th, so we will need to set a date for that ASAP.
3. I didn't include any language about when a revaluation should be done. Do we want to specify how often they will be done? The RFP requests them to provide costs for a revaluation. We could leave it as that and have discussions with whoever is selected at a later date.

The following is the timeline that I'm proposing:

March 15: F&P recommend VB approval of RFP

March 20: VB approves RFP

April 3: Due date for proposals

Week of April 10: F&P and/or VB conduct interviews

April 17: VB approves selected firm

May 10: F&P reviews and recommends approval of contract for selected firm

May 15: VB approves contract for selected firm

Open Book is scheduled for June 24, 2023

Board of Review is scheduled for July 13, 2023

If Associated Appraisal is not selected, we need to send a non-renew notice on or before July 1.

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL ASSESSMENT SERVICES**



**VILLAGE OF WILLIAMS BAY
250 WILLIAMS ST, PO BOX 580
WILLIAMS BAY, WI 53191
(262) 245-2700**

www.vi.williamsbay.wi.gov

SUMMARY

The Village of Williams Bay is located seventy miles northwest of Chicago and 45 minutes southwest of Milwaukee, with a population of 2,953. Lying on the western shores of Geneva Lake, long considered one of the most beautiful lakes in Wisconsin and the Midwest, Williams Bay is home to the Internationally known Yerkes Observatory, Kishwaukee Nature Conservancy, and the George Williams College campus of Aurora University. The Village is characterized by high quality residential development along with a quaint central business district. The Village is very focused on preserving its small-town atmosphere, reasonable property taxes, and high quality of life.

The Village of Williams Bay is seeking proposals from qualified assessment firms to provide annual assessment services for the Village of Williams Bay, Wisconsin, (hereafter, referred to as "Village") located in Walworth County, for the 2024, 2025, and 2026 assessment rolls. The Village is seeking a firm to serve as its statutory assessor. The scope of work is to provide annual maintenance work in a competent, timely, efficient, cost-effective and customer service-oriented manner.

BACKGROUND

The Village's 2022 Equalized Value (including manufacturing) is \$1,121,343,500 with an assessment ratio for 2022 of 100%.

The Village has the following parcel counts (from 2022 Statement of Assessment):

	<u>Total Land</u>	<u>Improvements</u>
Residential	2,216	2,022
Commercial	83	74
Manufacturing	1	1
Agricultural	89	0
Undeveloped	0	0
Agricultural Forest	9	0
Forest Lands	0	0
Total	2,398	2,097

Personal Property Accounts: For 2022, 49 accounts.

A Village wide market revaluation was completed in 2022.

Village of Williams Bay Building Permit and Value Table

	2021	2020	2019	2018
New Dwelling Permits	26	17	25	29
Other Permits	637	348	436	604
Total Permits	438	365	461	633
Construction Value				
Commercial	\$3,038,489	\$788,630	\$0	\$1,545,828
Residential	\$18,568,027	\$11,875,959	\$17,416,635	\$16,792,724
Total Construction Value	\$21,606,516	\$12,664,589	\$17,416,635	\$18,338,552

Due Date of Proposal

Proposals must be received by April 3, 2023, by 12:00 p.m.

Village of Williams Bay
Lori Peternell
PO Box 580
Williams Bay, WI 53191

Information Preparation

The costs of developing and submitting a proposal, discussions required to clarify items related to the proposal, and/or future interviews is entirely the responsibility of the applicant. All proposals and other information provided to the Village become the property of the Village. The Village reserves the right to use such proposals and other material or information and any of the ideas presented therein without cost to the Village.

Any inquiries/clarifications concerning the request for proposal should be directed in writing to the Village Treasurer, Lori Peternell, via e-mail at treasurer@vi.williamsbay.wi.gov and should be received no later than the date specified in the time schedule. No information provided verbally, or by any other personnel, will be considered binding. All respondents should use this written document as the sole basis for proposal at this time.

The Village prohibits communication initiated by the respondent to any Village official, representative for another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

This RFP seeks professional services, and statutory bidding laws do not apply.

Acceptance/Rejection Process

The Village may schedule discussions with applicants submitting proposals if it becomes necessary to clarify elements of the proposal. The Village will award the contract for assessment services based upon the proposal that the Village determines is in the best interests of the Village.

The Village reserves the right to reject any and/or all proposals received. The Village will reject any proposal that does not meet all of the terms, services, and conditions requested in this RFP.

Amendments and Withdrawal

The Village reserves the right to amend or withdraw this RFP at any time at its sole discretion prior to the due date of the RFP. If it becomes necessary to amend any part of the RFP, an addendum will be provided. **Responders must include acknowledgment of all addenda as part of the RFP.** Any withdrawal is effective upon issuance of such notice.

The Village reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this RFP, unless clearly and specifically noted in a subsequent contract between the Village and the selected applicant.

Surveying Premises

Applicants are encouraged to carefully inspect the community and facilities of the Village, and judge for themselves, the circumstances affecting the cost of the work and the time requirements for its completion. Failure to do so will not relieve the assessor of the obligation to furnish and perform the work, to carry out the provisions of the contract or to complete the contemplated work for the consideration set forth in the proposal in a timely manner.

Questions regarding desired services or general operations are to be directed to:

Lori Peternell, Village Treasurer
PO Box 580
Williams Bay, WI 53191
Phone: 262-245-2700
Email: treasurer@vi.williamsbay.wi.gov

Term of Engagement

This proposal is for the term beginning January 1, 2024, through December 31, 2026, the 2023 assessment roll (estimated on or before July 31, 2023). In addition, the bidder must be willing to answer questions/defend the tax roll if needed beyond the completion of the roll as needed.

TIME REQUIREMENTS

The following is a list of key dates up to and including the date proposals are due to be submitted:

Due date for proposals:	April 3, 2023
Interview with Finance & Personnel:	The week of April 10, 2023
Selected firm selected by Village Board:	April 17, 2023
F&P reviews and recommends approval of contract for selected firm:	May 10, 2023
VB approves contract for selected firm:	May 15, 2023
Executed contract:	By June 1, 2023
Coverage beginning date:	January 1, 2024

SCOPE OF WORK

SPECIFIC SERVICES REQUIRED

1. The Village of Williams Bay is seeking professional services that focuses on transparency, solution-based resolution, excellent communication, and responsiveness to our residents inquires. We want customers throughout our community to have a single-source resource by phone, through email, or our website. Our selection of a qualified assessor will be based not only on the professional services offered, but on how customer service, communication and problem solving is delivered to staff, elected officials, taxpayers and stakeholders throughout the Village of Williams Bay.
2. The assessor shall be responsible for all of the work performed to properly and professionally assess and defend values for the real and personal property of the Village in accordance with applicable Wisconsin State Statutes, the Wisconsin Property Assessment Manual and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue. The individual designated as such shall be available to the Village for the entire contract. Should the project supervisor be reassigned, that person shall be replaced by an equally qualified individual.
3. The assessor shall be accountable and report to the Village Administrator or his/her designee. The assessor shall meet with the Village Administrator or designee on a regularly scheduled basis as applicable (not less than monthly) to discuss the progress of the work and to review the data and the reports completed. The Village reserves the right to inspect the data and the progress of the work performed at any time without limitation.
4. The assessor and his/her designee(s) shall be available to address assessment related questions during the Village 's hours of 8:30 am–4:30pm. The assessor is expected to respond to assessment issues within twenty-four hours. The assessor will be required to schedule and work with the Village Clerk to post Open Book and Board of Review meetings. The assessor will be required to attend the Open Book and Board of Review meeting. In addition, the assessor may be required to attend Village meetings as requested by the Village Administrator.
5. The assessor shall oversee and assist in all assessment related clerical duties and customer service, as needed.
6. The assessor will provide a phone number and email address for Village officials to contact the assessor during regular business hours, Monday through Friday, and shall return calls and emails within twenty-four (24) hours.
7. The assessor will conduct in the field review and assessment of all properties that were under partial construction as of January 1st of the previous year.

8. The assessor will conduct in the field review and assessment of new construction as of January 1st of the current year.
9. The assessor will conduct inspections on all newly constructed homes, partially constructed homes from the previous year, any interior remodeling including kitchen, bath, basement remodeling, and additions.
10. The assessor will conduct in the field review, as deemed necessary, for properties that have been sold, for which a building permit has not been issued.
11. The assessor will be diligent in discovering and assessing all personal property. Assessor will conduct in the field visit of all personal property accounts annually to discover new accounts and account for business that may have closed prior to the assessment year. Assessor will cross reference personal property account with the corresponding real property and parcel number.
12. The assessor will be responsible for mailing of State approved Personal Property Forms to all holders of personal property in the Village by January 15th of each year, audit the returned forms, and place the new values in the assessment roll. Assessor will be responsible to collect the name and address of each personal property contact person, separate from the business name. The assessor shall keep on file in the office a doorage listing prior to open book review.
13. The assessor will be responsible for the accounting of all buildings destroyed or demolished.
14. The assessor will be responsible for implementing the of use value assessments of agricultural lands per specifications set forth by the Wisconsin Department of Revenue.
15. The assessor will be responsible for determining whether an organization or individual meets the requirements for exemption from property tax and will mail written determinations to owners when requests are received.
16. The assessor will assist in the processing of parcel subdivisions, lot line adjustments, new subdivision plats, certified survey maps, and any other land divisions – forwarding any changes to the Village 's GIS Analyst.
17. The assessor will take digital photographs of new construction on or about January 1st annually, and also during the review process if needed.
18. The assessor will maintain and annually update property owner lists, with current name and address changes. Assessment data must be available online to Village officials, staff and residents.
19. The assessor will validate sales and provide assessment data through the Department of Revenue PAD System and recording of sales information to property record cards electronically.

20. The assessor will annually update all property owner information with new legal descriptions electronically.
21. The assessor will be responsible to mail Notice of Assessment to property owners and others as required by Wisconsin Statute.
22. The assessor shall notify the Village Administrator and Village Clerk for the publication of Open Book and Board of Review notices prior to Open Book – at least 40 days prior to a revaluation year, or 25 days in a maintenance year.
23. The assessor will work with the Village Clerk, who is statutorily responsible for scheduling and coordinating the annual Board of Review proceedings, notification shall be sent to the Village Administrator as well. The assessor will conduct Open Book sessions in accordance with Wisconsin State Statutes. Assessor shall prepare written hearings, incorporating record of Open Book contacts to file with the State required AAR (Annual Assessor's Report).
24. The assessor will prepare an annual report of assessment roll changes for the Board of Review. The assessor shall update the Village's assessment computer records within fourteen (14) days of the final adjournment of the Board of Review. The assessor shall oversee updating the Village's assessment computer data. Assessment roll summaries and totals shall be forwarded to the Village Clerk, Village Administrator, and necessary County and State representatives.
25. The assessor will attend the Board of Review hearings, serve as Village staff at the hearings and defend the assessor's valuations and work products. The assessor will promptly and adequately follow up and respond to any appeals made at the Board of Review.
26. The assessor will be responsible for providing the Wisconsin Department of Revenue with final reports as required by the DOR.
27. The assessor will complete the coordination with the Register of Deeds/ Real Property Listing offices of Walworth County to facilitate the digital and manual transfer of data and values.
28. The assessor will ensure all exempt properties are assessed at market values for purposes of PFP (Public Fire Protection) and for future reference.
29. The assessor shall also perform all other duties incidental to the normal duties of the assessor, including, but not limited to, generating a report for the business improvement district (BID), reports necessary for the tax incremental financing districts (TIDS), coordinating payments in lieu of tax and a top taxpayer report with the Finance Department, tracking omitted property values for future rolls, work associated with ag use conversion notices, and municipal boundary agreements.
30. All assessment files and records created, and data collected by the assessor shall remain the property of the Village. Records removed for work in progress shall be returned to the Village offices.

31. The assessor shall communicate openly and in a timely manner with proper Village personnel and the public regarding assessment matters. The assessor shall provide to the Village a "Month-in-Review" report communicating opportunities, issues and resolution and action taken. The assessor shall provide educational material to businesses and residents on an annual basis to provide greater clarity of the assessor's role in the property taxation and valuation process.
32. The assessor is expected to present a positive, professional image in both dress and conduct while interfacing with Village staff and the public.
33. All assessment personnel shall carry proper photo identification to assure the public of their identity and purpose for gaining access to private property.
34. The assessor is not permitted to assign, subcontract, or transfer the work without the written permission of the Village.
35. All personnel providing services requiring Wisconsin Department of Revenue Certifications shall be actively certified and in compliance with Wisconsin Statute Chapter 73.09 as prescribed in the Wisconsin Property Assessment Manual.
36. The assessor will provide and update the Village Administrator or Designee with a listing of all personnel assigned. Copies of each personnel's certificate shall be supplied to the Village Administrator or Designee.
37. The assessor shall review any complaint relative to the conduct of his/her employee(s). If the Village deems the performance of any of the assessor's employees to be unsatisfactory, the assessor shall remove such employee(s) from working for the Village upon written request from the Village.
38. The assessor shall maintain insurance coverage to protect against claims, demands, actions, and causes of action arising from any act, error, or omission of the assessor, their agents, and employees in the execution of work. Further, the assessor shall be responsible for any and all of their employees while performing acts under the terms of this contract. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the Village, listing the Village as an additional insured.
Limits of Liability shall not be less than:
 - a. Workers' compensation statutory limits
 - b. General liability, including personal injury and blanket contractual liability in the amount of \$1,000,000 per occurrence, combined single limit.
 - c. Comprehensive auto liability, including property damage and non-ownership coverage in the amount of \$1,000,000 per occurrence, combined single limit.
39. The assessor agrees to carry proper and sufficient insurance to cover loss of the Village's records, as well as assessor's records in process under this agreement, which are in possession of the assessor. The assessor shall not be responsible for loss of records accidentally destroyed by fire, theft, or Act of God while kept in office space supplied by the Village.

40. The assessor shall be responsible for the proper completion of the assessment roll in accordance with State law. Final assessment figures for each property shall be provided by the assessor to the Register of Deeds/Land Description office of Walworth County. All necessary measures and cooperation shall be exercised to balance said roll between the county and assessor. The assessor shall prepare and submit the Municipal Assessment Report (MAR) and the TID Assessment Reports to the Department of Revenue in a timely manner.
41. It is the responsibility of the Assessor to produce and present the Annual Assessment Report (AAR) as required by the Wisconsin Department of Revenue.
42. The assessor shall insure that employees maintain strict confidence regarding all privileged information received by reason of this contract. Disclosure of this or any appraisal information to any individual, firm, or corporation other than appropriate public officials or their authorized agents is expressly prohibited.
43. The assessor shall be required to execute a contract with the Village that incorporates the information included in this RFP.
44. All work of the Assessment Service shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue and the Municipality.

ASSESSMENT SOFTWARE

The Village of Williams Bay utilizes Market Drive software for assessment roll work. Village will give preference to the firm who possesses knowledge and experience in Market Drive software.

VILLAGE OBLIGATIONS

1. The Village shall allow access by the assessor to Village records including, but not limited to, prior assessment rolls, sewer, and water layouts, building permits, tax records, building plans, records of special assessments, plats or any other maps and property files at no cost.
2. The Village shall furnish the name and correct address of the owner or other identifying description of each parcel to be appraised.
3. The Village shall furnish, from the County, the name and correct address, if known, to the assessor for notices to be sent for changes in assessed values.
4. The Village shall aid the assessor with a reasonable promotion of public information concerning the work under this agreement.

GENERAL PROPOSAL REQUIREMENTS

1. All proposals must identify the firm name, address, and specific assessment service experience in Wisconsin. The proposals shall also include: the names, educational background, and municipal assessment experience of the person or persons to be assigned as the Village 's point of contact for the work to be performed; experience with conducting a revaluation process; identify experience with assessment evaluation of potential tax-exempt properties, demonstrate accuracy of assessment work.
2. The proposal shall include a listing of Wisconsin municipalities with a population that is reasonably comparable to the Village of Williams Bay for which your firm currently provides assessment services. Please indicate whether your firm provides the municipality with general annual assessment services, revaluation services, or both.
3. The proposal shall include the total annual compensation rate to provide the assessment services described in the above "Specific Services Required" and in accordance with the laws of the State of Wisconsin for assessment years 2024, 2025 and 2026. Beginning on January 1, 2024, the proposal shall list maintenance year annual costs and full revaluation costs as separate costs.
4. The proposal shall provide an option to amortize the cost of revaluation equally over the term of the contract.
5. Proposals shall clearly list the fee for each assessment year for the proposed contract years 2024, 2025, and 2026 tax rolls in a not-to-exceed sum to include all of the assessor's costs including but not limited to: labor, materials, supplies, equipment, postage, transportation costs, meals, lodging, computer software, Open Book and Board of Review expenses.
6. The assessor shall have successfully completed a revaluation in a municipality of similar size and stature. The assessor shall possess the level of certification prescribed by the Wisconsin Property Assessment Manual. Staff should be competent and certified to perform such a revaluation of commercial and residential property. The Village reserves the right to accept or reject the proposal for re-evaluation in whole or in part.
7. The proposal shall identify five (5) references from Wisconsin municipal clients of a size similar to the Village of Williams Bay for which the assessor and the person/persons to be assigned as the Village 's point of contact for the work to be performed and has provided assessment and/or revaluation services with the past three (3) years. References must include the name, title, address, email and business phone number of the contact person.
8. All personnel providing assessing services shall be currently certified in compliance with Wisconsin State Statutes and Administration rules of the Wisconsin Department of Revenue and shall maintain certification throughout the duration of the assignment, and a valid driver's license. The Village of Williams Bay will give preference to the firm who limits the

- numbers of assessors during the revaluation to four certified assessors or less with at least three (3) years of experience in Wisconsin municipal government assessing.
9. The assessor is advised to carefully inspect the community, the assessment records, and facilities of the Village of Williams Bay and examine the above referenced specifications for the proposed work and judge for themselves the circumstances affecting the cost of the work or the time requirements for its completion. Failure to do so will not relieve the successful bidder of the obligation to furnish and perform the work, to carry out the provisions of the contract, and to complete the contemplated work for the consideration set forth in this bid on a timely basis.
 10. The assessor is not permitted to assign, subcontract, or transfer the work of providing assessment services, without the prior written approval of the Village
 11. The successful assessor will have five (5) years' experience in Wisconsin municipal government assessing, including revaluation, and will have advanced knowledge and experience in the utilization of computer applications for assessments, specifically with Market Drive.
 12. The proposals will be reviewed and awarded to the assessor whose quote is the most responsive to the RFP and is the most advantageous to the Village of Williams Bay considering experience, price, and other factors. The Village reserves the right to accept or reject any and all proposals received.
 13. If a proposal is accepted, the assessor shall provide a certificate of insurance naming the Village as additionally insured for the purposes of general and professional liability protection.

OTHER INFORMATION

A "sealed" original (unbound and single-sided) and five (5) copies of the Assessment Services Proposal must be received at the address listed below by no later than 12:00 PM on April 3, 2023. Sealed envelopes shall be marked: Village of Williams Bay Assessor Services Proposal. Proposals shall be submitted to:

Village of Williams Bay
Attn: Lori Peternell, Village Treasurer
PO Box 580
Williams Bay, WI 53191

EVALUATION CRITERIA

The following evaluation criteria will be used to review the Assessment Services Proposals that are received, and which meet the RFP specification requirements:

1. Demonstration of successful experience in providing general assessment services and assessment software to Wisconsin municipalities of similar size as the Village of Williams Bay.
2. Demonstration of customer service excellence and proactive approaches to issues.
3. Personnel management experience.
4. Experience with providing assessment and revaluation services.
5. Ability to provide and maintain a computerized database of property assessment records.
6. Demonstration of a high level of accuracy in assessment work for municipal clients.
7. Cost of Assessment Services.
8. Evidence of positive customer interaction.

FINAL SELECTION

The Finance & Personnel Committee will hold interviews with qualified firms the week of April 10, 2023. It is anticipated that a firm will be selected by April 17, 2023. Following notification of the respondent selected, it is expected a contract will be executed between both parties by June 1, 2023. Pre-Assessment work is anticipated to begin following Board of Review in July 2023. It is anticipated that the work under the contract will begin on January 1, 2024. This Request for Proposal will serve as the basis of the initial services contract with the firm that is selected.

RIGHT TO REJECT PROPOSALS

By responding to this RFP an individual respondent accepts the process outlined in this RFP and fully acknowledges that the final determination of the Village is binding and without appeal.

The Village reserves the right to reject any or all proposals, without prejudice and/or waive any irregularities if deemed in the best interests of the Village. In addition, the Village reserves the right to reissue all or part of this Request for Proposal and/or not award any contract at its discretion and without penalty.

The Village reserves the right to accept the proposal considered most advantageous to the Village, which, in its opinion, meets the specifications of the RFP regardless of whether or not the terms are the lowest cost.

All respondents accept the preceding terms and procedures in submitting a proposal

CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

Prepared for the
Village of Williams Bay
Walworth County

By

***Associated Appraisal
Consultants, Inc.***

Appleton ■ Hurley ■ Lake Geneva



**Appleton Office
W6237 Neubert Road
Appleton, WI 54913
Phone (920) 749-1995/Fax (920) 731-4158**

**P.O. Box 291
Greenville, WI 54942-0291**

Lake Geneva Office
Walworth County
Lake Geneva, WI 53147

Ironwood, Michigan Office
Ironwood, MI 49938

Hurley Office
Iron County
Hurley, WI 54534

CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

This Contract is by and between the **Village of Williams Bay, Walworth County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

I. SCOPE OF SERVICES. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract.

INSPECTIONS. The following inspection cycle is to be completed by the Assessor annually:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected, and the property record card prepared or updated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.
- 3) Improved properties under construction over the term of the contract years shall be re-inspected.
- 4) All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure an accurate and fair assessment.
- 5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forestland and undeveloped land.

A. PARCEL IDENTIFICATION. The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor shall provide digital drawings and digital photographs of each primary improvement. In the event of a discrepancy found in existing records, the Assessor shall investigate and correct the record.

B. PREPARATION OF RECORDS. Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to open book and again to reflect any changes made at Board of Review.

C. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach and the income approach in the valuation of all property.

- 1) **Sales Comparison Approach.** Assessor will collect, compile and analyze all available sales data for the Municipality in order to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including pictures of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.
- 2) **Cost Approach.** The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual* or similar cost manual. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service or similar cost manual. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.
- 3) **Income Approach.** Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

D. **OPEN BOOK CONFERENCE.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall mail a notice of assessment for each taxable parcel of property whose assessed value has changed from the previous year. The notice form used shall be that prescribed by the Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen days prior to the first day of the conference for the convenience of property owners. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours or as needed. Assessor shall provide the necessary staff to handle the projected attendance.

E. **COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue; postage and mailing services are at the Assessor's expense.

F. **BOARD OF REVIEW ATTENDANCE.** Assessor shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue, Assessor shall be available upon request of Municipality to furnish testimony in defense of the values determined for up to eight employee hours per parcel. Testimony in excess of eight employee hours will require an addendum to this Contract. Assessor shall arrange and provide the Personal Property and Real Estate Assessment Roll for viewing by the public as prescribed in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under Wis. Stat. § 70.09(3)(c). Any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

G. **PERSONAL PROPERTY ASSESSMENTS.** The Assessor shall prepare and distribute annual personal property statements to all businesses; postage and mailing services are at the Assessor's expense. Each year the Assessor will review statements and follow up with un-filed or incorrect statements. The Assessor shall determine the appropriate assessment. The Assessor shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class.

H. **PUBLIC REQUESTS.** The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including sec. 70.35(3) Wis. Stats., regarding the personal property return, sec. 70.47(7)(af), Wis. Stats. regarding income and expense information provided to the assessor and board of review; and sec. 77.265, Wis. Stats., regarding the real estate transfer return.

I. **AVAILABILITY.** The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor time off. Internet and voicemail communication are available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four business days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend Village meetings at the request of the Municipality for up to two (2) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond two (2) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

J. **MUNICIPAL RECORDS.** The Municipality shall allow access and make available to the Assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the Municipality at no cost.

K. **MAPS.** Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, or other maps currently in the possession of the Municipality. If such maps necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

II. GENERAL REQUIREMENTS

A. **OATH OF OFFICE.** As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of Village Assessor as per

Wisconsin Statutes secs. 61.19 and 70.05(1) for the duration of this Contract and shall perform all statutory duties appertaining to such office. The Assessor shall be considered a public officer and afforded the protection from civil liability under sec. 895.46(1), Wis. Stats. for carrying out duties while acting within the scope of the Assessor's employment as an officer of the Municipality. As such, and except for those claims and liabilities based upon intentional acts of Assessor, Municipality shall hold harmless Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under Wisconsin Statutes secs. 74.35, 74.37 and circuit court claims, unless otherwise specified in this Contract.

B. QUALIFICATIONS AND CONDUCT OF PERSONNEL. The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with Sec. 70.05 and 73.09, Wis. Stats. and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

C. INSURANCE AND INDEMNITY. The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this Contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit	\$ 1,000,000
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- 2) The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums.

- 3) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.

D. OWNERSHIP OF RECORD. All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality, including (a) all records prepared in connection with assessments in the Municipality including, but not limited to property records, personal property forms, maps, and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Municipality, to include aerial photos, maps, depth factor tables, copies of leases, correspondence with property owners, sales data, copies of real estate transfer returns, and operating statements of income property, and (d) if the record system is computerized, at a minimum, provide that the software be able to create an exportable text file of data (e) if the Municipality requires a conversion of the electronic assessment records to a neutral file format, such as but not limited to a text file format or a tab delimited format, the Municipality shall pay the actual cost of such conversion.

III. TERM AND TERMINATION

A. TERM. The term of this Contract is for the **2021, 2022 and 2023** assessment year(s). The Assessor shall have completed all work under this agreement on or before the fourth Monday in April or 45 days thereafter, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this Contract and by mutual consent.

B. TERMINATION. Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs during the course of ongoing assessment work, any compensation not yet paid to the Assessor shall be paid based on a weighted scale relative to work completed to date.

C. AUTOMATIC RENEWAL. This Contract will automatically renew for successive annual assessment years unless either party, on or before July 1 of the preceding year, notifies the other party by certified mail of their desire to non-renew.

IV. COMPENSATION

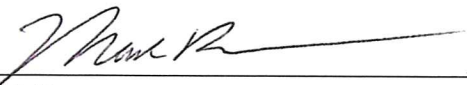
- A. The Municipality shall pay the Assessor **Eighteen Thousand Eight Hundred Dollars (\$18,800.00)** for 2021, **Nineteen Thousand One Hundred Dollars (\$19,100.00)** for 2022, **Nineteen Thousand Four Hundred Dollars (\$19,400.00)** for 2023 assessment year(s) for maintenance assessment services through December 31, 2023.
- B. The compensation due the Assessor shall be paid in monthly installments throughout the 2021, 2022 and 2023 assessment year(s).
- C. The Municipality shall not be billed for postage and mailing services, mileage or supplies unless otherwise specified in this Contract and/or addenda.

- D. Renewal Adjustments: A cost of living adjustment of not more than three percent (3.0%) will be applied on an annual basis for each year of automatic renewal after 2023.
- E. Additional compensation that may be due to the Assessor as a result of services that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.
- F. **Optional Website Posting:** The Municipality shall have the option to post assessment data on our website for an additional cost of a penny and a half per parcel per month ($\$.015 * 2,504 = \37.56) payable to a third-party vendor. Should the parcel count change, this cost would decrease or increase at the rate of \$.015 per parcel.

*** Please initial yes or no to post data to the website. ***

Yes ☒ No ☐

V. SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

03/02/2020

Date



Authorized Signature
Village of Williams Bay

11/12/2020

Date



MEMORANDUM

DATE: MARCH 15, 2023
TO: FINANCE & PERSONNEL COMMITTEE
FROM: LORI PETERNELL, VILLAGE TREASURER
RE: VILLAGE HALL SERVER

This item was included in the borrowing as part of the computer upgrades for a total of \$20,000. To date, we have spent \$10,275.



Pricing Proposal
Quotation #: 23145054
Created On: 2/27/2023
Valid Until: 2/28/2023

WI-Village of Williams Bay

John Wisniewski

250 Williams Street
Williams Bay, WI 53191
United States
Phone: 414-315-2699
Fax:
Email: john@velocitysolutions.tech

Inside Account Executive

Ryan Grimmer

290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-652-0313
Fax: 732-XXX-XXX
Email: ryan_grimmer@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HPE ML350 Gen10 4210R 1P 16G 8SFF Svr Hewlett Packard Enterprise - Part#: P21788-001 Note: In Stock	1	\$2,830.22	\$2,830.22
2 HPE 800W FS Plat Ht Plg LH Pwr Sply Kit Hewlett Packard Enterprise - Part#: 865414-B21 Note: In Stock	1	\$144.13	\$144.13
3 HPE NS204i-p NVMe PCIe3 OS Boot Device Hewlett Packard Enterprise - Part#: P12965-B21 Note: In Stock	1	\$1,230.61	\$1,230.61
4 HPE 16GB 1Rx4 PC4-2933Y-R Smart Kit HPE - Part#: P00920-B21 Note: In Stock	3	\$232.21	\$696.63
Total			\$4,901.59

Additional Comments

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom build machines.

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract

Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



MEMORANDUM

DATE: MARCH 15, 2023
TO: FINANCE & PERSONNEL COMMITTEE
FROM: LORI PETERNELL, VILLAGE TREASURER
RE: Baywood Heights Subdivision Entrance sign on Theatre Road

At the January P&L Committee meeting, a resident from Baywood Heights submitted a request to replace the sign at the entrance of the subdivision. It was determined at that meeting that since there is not a HOA, the sign is located on Village property and it would be the responsibility of the Village to replace it. The homeowner that spoke on behalf of the subdivision requested that the new sign be similar to the Lakewood Trails subdivision.

Included in the packet are (2) quotes to replace the sign for the Baywood Heights subdivision as discussed at the January P&L Committee meeting.

Brushfire Sign \$2,549
Timber Line Sign \$2,405

I am recommending contingency funds for this request.

Feb 2, 2023

To: Streets Committee members

From: Cathy Butler, Baywood Heights subdivision homeowner

Hello-

The Baywood Heights subdivision sign, located on Sunset Blvd off of Theatre Rd, has been rotting around the edges for the last several years. It was installed in 2005, and refreshed in 2011 (at the expense of some neighbors who pitched in to pay for it). Baywood Heights does not have a neighborhood association, but we do have interested homeowners who would like to have the sign replaced with a new one, and are willing to raise funds from Baywood Heights homeowners to help pay for it if necessary. To stay consistent with subdivisions in the area, I propose a sign similar to the one at the entrance of Lakewood Trails.

I also propose to change the orientation of the sign, so it is double-sided, and can be seen driving from both directions off of Theatre Rd. I spoke with Wayne Edwards, who said that may require removing a tree from the boulevard to install it that way, and we could include the cost of a new tree in the funds raised as well, if that is the case.

Once you've had time to review this proposal, and decide how much the village is able and willing to put towards this project, we (interested neighbors I know of) can proceed to request donations to make up the difference. I have requested a quote from Timber Line Sign Co. in Lake Geneva, who has made and installed many recognizable signs around Walworth County. They gave another Baywood Heights neighbor a quote to replace the sign in 2020 for approximately \$1900 for a single-sided sign, when she tried to get this accomplished. I will email their quote to you if I get it before the Feb 15th committee meeting. We can certainly get other quotes as well.

I appreciate your consideration on this matter to keep Williams Bay beautiful!

Cathy Butler





262-245-5109
BrushFire-Signs.com



Fwd: Sign

Wayne Edwards <wedwards@vi.williamsbay.wi.gov>

Thu 3/9/2023 11:46 AM

To: Lori Peternell <treasurer@vi.williamsbay.wi.gov>

 1 attachments (4 MB)

Baywood Heights.jpg;

Here's the quote from brushfire signs.

Best Regards,
Wayne Edwards
Director of Public Works
Village of Williams Bay

Sent from my U.S.Cellular© Smartphone
Get [Outlook for Android](#)

From: Brushfire Signs <brushfiresigns@yahoo.com>
Sent: Monday, March 6, 2023, 2:31 PM
To: Wayne Edwards <wedwards@vi.williamsbay.wi.gov>
Subject: Sign

Wayne,

Attached is the layout you asked for, below is the quote;

For one cedar sand-carved sign 6' x 2.5' \$1,899.00
 Posts \$150.00
 Installation \$500.00
 Plus sales tax if it applies.

Thank you,
Brad & Kit
Brushfire Signs
N4075 Petrie Road
Elkhorn, WI 53121

Phone 262-245-5109
brushfire-signs.com

TIMBER LINE SIGN Co.,INC.



www.timberlinesign.com

BAYWOOD
— — — — —
HEIGHTS



Timber Line Sign Co., Inc.
N3211 St. Rd. 67
Lake Geneva, WI 53147

APPROVED BY _____ DATE _____

Sand-carved no.1 Cedar.
Artwork & colors optional.
6' X 2.5' = \$1995.00
Posts = \$ 170.00 + Tax.
Installation w/ concrete
\$240.00

Phone 262-245-8800
Fax 262-245-9898

Page 148 of 171

Fw: CD3 Boat Cleaning Station

Jim D'alessandro <harborview_wb@yahoo.com>

Mon 2/13/2023 8:46 AM

To: Tina Kolls <clerk@vi.williamsbay.wi.gov>

Tina,

Attach this letter to the agenda item:

Boat Cleaning station

----- Forwarded Message -----

From: Bob Morava <bob.morava@stuartjohnsonco.com>

To: Jim D'Alessandro <harborview_wb@yahoo.com>

Sent: Wednesday, January 18, 2023 at 06:09:35 PM CST

Subject: CD3 Boat Cleaning Station

Hi Jim

Here is my first follow up to our conversation last month. The Geneva Lake Conservancy(GLC) owns the existing trailered CD3 boat cleaning station which has been moving through Williams Bay and the 3 other municipalities around Geneva Lake for the past 2 summers. The GLC has approached me and the Geneva Lake Association, of which I am a member, to contact the Village of Williams Bay to take ownership of the unit. As you and I discussed, there would be questions that need to be answered prior to the Bay considering this transaction. The reason for this transfer is multiple. First, the Geneva Lake Environmental Agency(GLEA) has agreed to fund 3 more units, those being smaller single post units with fewer features. We want to ask the Village of Williams Bay to accept the existing unit because WB has the largest and best location of all the launches. Williams Bay has also seen, by far, the most usage of the unit over the past 2 summers.

To get the ball rolling, I came up with a list of questions to submit to the manufacturer. These have been sent out recently, and I expect the company President to answer them by week's end. In addition to my 'layman's' questions, what questions may I add to the list below from you and your team? Here is my list....

1. As this unit is 3 years old, what upkeep needs does it have? Is the programming sound and current? Did it report accurately to your team when issues occurred last summer and the year before? Did it have any issues that lead you to believe expenses may be on the horizon?
2. What are the annual costs to keep this unit running, and the software updated?
3. In this community, the trailer will need to be removed. This means that they will need to pour a pad, or have your team provide a ready-made concrete base for it? What do you recommend? Why is your pad better than a poured slab? Do you have a template for the base? Seems we should not have to travel to Minnesota for concrete...?
4. The Village has asked about training. Is there an opportunity for this to be done in person, or via Teams/Zoom meeting? Can this be done annually, as they have new staff each year.
5. If it is located permanently on a slab at the lakefront, what happens in the winter? Do they need to move it? Can it live next to the lakefront? Is there a cover that can help keep it out of the elements. It would be within 30 feet of the roadway. Will the paint or the mechanicals be held in danger if it is that close to road salt or highway brine?
6. What type of battery is used in it? Is this a battery that can be sourced locally? Is the original battery still in the machine?
7. What do you consider as a full life for this unit? I remember in the original process a shelf life of about 7 years. Does that hold for this unit? How long do the solar panels live? Are there any disposal issues with them if the unit needs replacement? Is there a trade-in program, or any GREEN Guidelines to be followed for disposal?
8. Our purchase price was about \$31K. What is depreciated value today, as an estimate? What value would it need to be insured for? What is replacement cost if we do not need the trailer?

9. What have I missed, that your tribal knowledge may help inform them on this decision?

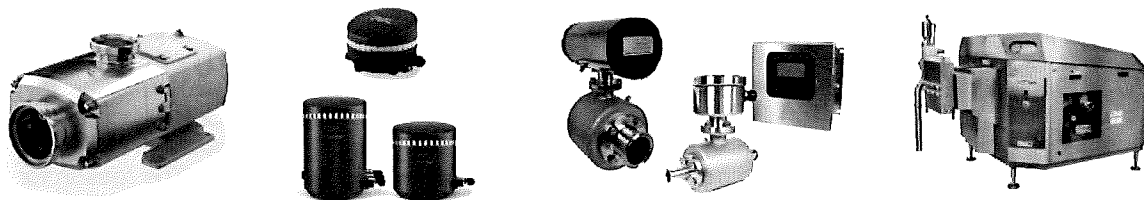
JIM- thank you for your consideration here. Let me know what else I can do to help move this through. The original purchase price was about \$31,000.00

Bob Morava

Robert T. Morava, Jr. | Phone: 262-248-8851 | Phone: 800-558-5904 | bob.morava@stuartjohnsonco.com

Stuart W. Johnson & Co., Inc. | 1002 Mobile St., PO Box 999, Lake Geneva, WI 53147

WE REPAIR, SERVICE, & REMANUFACTURE



Pumps, Back-Plates, Rotors, Valves, Valve Actuators, Stems, Homogenizers, Homogenizer Pistons, Seats and Valves, Hose Stations and Mixing Units, Instruments, Tank Cleaning Machines, Heat Exchangers, Agitators



Geneva Lake Environmental Agency

350 Constance Blvd., P.O. Box 914, Williams Bay, WI 53191

Village of Fontana - Village of Williams Bay - City of Lake Geneva - Town of Linn - Town of Walworth
Phone: 262.245.4532 Fax: 262.245.4533 Email: info@gleawi.org Website: www.gleawi.org

1/31/2023

Dear Municipal Administrator, Harbormaster, and Local Committee Members:

The Geneva Lake Environmental Agency again applied and received a Clean Boats Clean Waters (CBCW) Grant through the Wisconsin Department of Natural Resources. I am writing you to see if your municipality is interested in being reimbursed for taking on the CBCW inspector and having them be part of your launch staff. I am proposing this due to several issues that arose last year with CBCW inspectors falsifying hours and inappropriate behavior at the launch. Your municipality is better equipped to supervise and handle staff in these positions, as you are already staffing the launch. This will also allow you to hire the inspector that makes the most sense based on your team's dynamic and your needs for the launch.

As this position is grant fund, I can offer to each of the municipalities interested in taking on this program a reimbursement of \$12.00 per hour or a total of \$2,400 after completing the 200 hours required by the grant. The 200 hours must be completed by October 31, 2023. The GLEA will host a mandatory CBCW staff training sometime before Memorial Day. Should you want your inspectors to start logging hours before the GLEA scheduled training, they can attend another training, which I will work directly with your municipality to get your staff scheduled. The GLEA will collect the datasheets from the inspectors and enter the hours and data collected by the inspectors into the SWIMS database as required by the grant. The GLEA will provide all the needed materials, including CBCW shirts, a bag with literature and other educational materials, a clipboard, field sheets, stickers, and a grabber reach tool to help remove AIS and other debris off the boat and trailer.

If your municipality would like to cross-train multiple launch staff as CBCW inspectors, we can do that. However, we can only reimburse you for one employee per shift. For example, if you have an employee working from 7 am- 3 pm, then another CBCW employee comes in from 3 pm- 11 pm, that would be acceptable, and you can be reimbursed for both employees' hours. We cannot compensate you for overlapping shifts, such as 7 am – 3 pm, and then you have another CBCW inspector who comes in and works from 10 am-6 pm. Only one of these employees' hours can be reimbursed. After 3 pm, the second inspector's hours would be eligible for reimbursement until 6 pm. It is up to each municipality to decide how they want to schedule the inspector.

In the case of the Town of Linn, with two launches on the same body of water, the 200 hours can be broken up between both Hillside and Linn Pier Rd, for a combined total of 200 hours. The GLEA will reimburse the Town of Linn \$1,200 per launch should you decide to participate.

The GLEA will give you each municipality that chooses to participate in this program weekly updates on hours; once your municipality has completed the hours, the GLEA will request an invoice from the municipality once the 200 hours are completed. All hours must be completed before October 31, 2023, to be reimbursed by the GLEA.

I am happy to come to a municipal meeting and answer any questions you or your local elected officials may have.

Thank you,

Jacob Schmidt

Executive Director

CC: GLEA Board Member and Staff



MEMORANDUM

DATE: MARCH 15, 2023
TO: FINANCE & PERSONNEL COMMITTEE
FROM: LORI PETERNELL, VILLAGE TREASURER
RE: FEBRUARY TREASURER REPORT

2022 Audit

The 2022 audit was completed at the end of February. The auditor will be meeting with Dave Lothspeich and myself to introduce himself and review the draft audit. The draft audit will be presented to the Board in April or May.

Other activities

- Working on a Treasurer manual that details timeline of activities related to the Treasurer duties with instructions and examples.
- Assessor RFP has been drafted and is ready for review/recommendation by F&P.
- Have been working with AT&T regarding excessive charges being assessed for the Fire Dept fax line since last July. Charges have been updated to correct monthly amount of \$91 and will be receiving a refund check for approximately \$6,000.
- Working on Fireworks proposals for review at April P&L Committee meeting
- Incoming Administrator Lothspeich notified me and interim Administrator Bretl of potential congressional funding sources through Senator Baldwin's office. Applications were submitted for the following projects:
 - o Water Plant Chlorination (\$2.8M)
 - o Harris Road Sanitary Sewer (1.6M)
 - o Geneva Street Parking Lots & Bridge (\$1.35M)

TOTAL FUNDS RECEIVED									\$12,135,000.00
Levy Supported Projects									\$3,735,000.00
	Estimated amount used for borrowing	Committee approved date of project	VB approved date of project	Bid opening date (if applicable)	Bid/proposal amount	Signed contract/proposal on file (Y/N)	Project start date	Project end date	Total Project cost
Streets Department Projects									
Lakewood Trails Subdivision Paving	\$300,000.00								\$0.00
Observatory Place paving	\$300,000.00								\$0.00
Walworth Ave paving	\$300,000.00								\$0.00
State Road 67 reconstruction	\$500,000.00								\$1,095.63
Geneva St/Parking lots/bridge	\$1,035,000.00								\$0.00
Parks Department Projects									
Theatre Rd Baseball Fence	\$15,000.00	8/10/2022	8/24/2022	N/A	\$13,530.00				\$0.00
Restrooms/Concessions Theatre Rd	\$100,000.00								\$0.00
Upgrades to Theatre Rd baseball fields	\$25,000.00								\$0.00
Tennis/Basketball Courts	\$250,000.00	12/14/2022	12/19/2022	12/2/2022	\$219,500.00		ESTIMATED 4/1/2023	ESTIMATED 6/30/23	\$0.00
Remove Lions Field Tennis/Basketball Courts	\$30,000.00				\$23,250.00				\$0.00
Lions Field House updating with storage	\$100,000.00								\$0.00
Playgrounds (3)	\$200,000.00								\$0.00
Baywood Heights				N/A	\$42,023.00	Y			
Lion's Field				N/A	\$78,619.00	Y			
Edgewater Park									
Beach/Lakefront Projects									
Beach Cleaner	\$75,000.00	12/14/2022	12/19/2022	N/A	\$29,354.00	N/A			\$0.00
Utility Tractor **		12/14/2022	12/19/2022	N/A	\$34,406.58	N/A			
General Government IT Projects									
Village Server and IT Upgrades (11) desktops & (2) laptops New server	\$20,000.00		12/19/2022	N/A	\$10,864.11				\$10,275.98
Laserfiche Software	\$10,000.00	1/11/2023	1/16/2023	N/A	\$9,993.00	N-NEED GF COPY			\$0.00
Police Department Projects									
New Police Squad (292)	\$65,000.00								\$19,215.21
New Police Squad (294)	\$65,000.00								\$0.00
Squad Computers	\$15,000.00								\$0.00
Axon Fleet Vehicle Cameras (3)	\$45,000.00								\$0.00
Emergency Management Projects									
Emergency Management Vehicle	\$85,000.00	8/15/2022	8/15/2022	N/A	\$80,000.00				\$2,246.31
Fire & Rescue Projects									
Fire and EMS Equipment (Tanker and Ambulance)	\$200,000.00	11/16/2022	11/21/2022	N/A	\$198,980.00	Y			\$109,975.00
REMAINING LEVY SUPPORTED FUNDS									\$3,592,191.87
Water Utility Supported Projects									\$5,600,000.00
	Estimated amount used for borrowing	Committee approved date of project	VB approved date of project	Bid opening date (if applicable)	Bid/proposal amount	Signed contract/proposal on file (Y/N)	Project start date	Project end date	Total Project cost
Water Captial Projects									
Reactor Cleaning and Painting	\$200,000.00								\$450.00
State Road 67 Water replacement	\$1,000,000.00								\$248,242.92
Loch Vista Water Main	\$1,100,000.00								\$0.00
Chlorination Improvements	\$2,800,000.00								\$48,808.27
Southwick Creek Realignment	\$500,000.00								\$528.75
REMAINING WATER UTILITY SUPPORTED FUNDS									\$5,301,970.06

Sewer Utility Supported Projects									\$2,800,000.00
	<u>Estimated amount used for borrowing</u>	<u>Committee approved date of project</u>	<u>VB approved date of project</u>	<u>Bid opening date (if applicable)</u>	<u>Bid/proposal amount</u>	<u>Signed contract/proposal on file (Y/N)</u>	<u>Project start date</u>	<u>Project end date</u>	<u>Total Project cost</u>
Sewer Capital Projects									
Mainline repairs associated with televising	\$200,000.00								\$0.00
State Road 67 Sewer replacement	\$600,000.00								\$54,603.31
Harris Road Lift station upgrade	\$1,000,000.00								\$0.00
Harris Road Force Main	\$1,000,000.00								\$0.00
REMAINING SEWER SUPPORTED PROJECTS									\$2,745,396.69
REMAINING FUNDS (ALL PROJECTS)									\$11,639,558.62



VILLAGE OF WILLIAMS BAY

To: Village Board

C: Chief Timm
Lori Peternell
Wayne Edwards
Dave Lothspeich

From: Dave Bretl, Interim Administrator

Re: Declaration of Disaster

Date: March 13, 2023

The above-stated item has been included as the topic of a special Village Board meeting, as well as a Finance & Personnel Committee meeting on Wednesday.

The issue relates to declaring a disaster relative to the recent ice storm that occurred on February 23 and 24. Attached please find the following:

1. A model disaster declaration;
2. PDF of a Power Point describing the program;

From what I understand after reading the materials and speaking with the County's Emergency Management Director, the program requires a 30 percent local match and there is a minimum damage threshold. I am under the impression that the pick-up of downed trees in the right-of-way, i.e. homeowners placing brush and tree limbs in front of their houses (in the right of way) would be eligible for reimbursement. The Village could receive reimbursement for employee labor devoted to this task or by hiring a contractor. The Village will want to confirm this prior to entering into a contract or incurring overtime.

The purpose of the Finance & Personnel Committee meeting following the Board meeting is to identify a source of funding for the match.

I would recommend declaring the disaster at this point. This will get the ball rolling as you gather additional information and provide you with flexibility going forward. You will have some time to identify costs incurred, to date, that might be reimbursable and to develop a plan to use program funds if you wish.

The background of the slide features a large, light blue circular logo for the Wisconsin Emergency Management (WEM) agency. The logo contains a white silhouette of the state of Wisconsin in the center. The letters 'W', 'E', and 'M' are prominently displayed in large, light blue serif font, with the 'W' and 'M' partially obscured by the state outline. The words 'EMERGENCY' and 'MANAGEMENT' are written in a smaller, light blue sans-serif font along the bottom inner edge of the circle. The top inner edge of the circle is decorated with several white five-pointed stars. Scattered across the entire slide are numerous realistic-looking water droplets of various sizes, some with highlights and shadows, giving a fresh and clean aesthetic.

WISCONSIN DISASTER FUND

KELSEY BROWN – WDF COORDINATOR



PROGRAM OVERVIEW

- STATE DISASTER ASSISTANCE PROGRAM FOR LIMITED REIMBURSEMENT PAYMENTS TO ELIGIBLE APPLICANTS
- DAMAGES CAUSED BY NATURAL DISASTERS
- REIMBURSEMENT RATE:
 - 70% OF THE TOTAL ELIGIBLE AND DOCUMENTED COSTS
 - 30% IS THE APPLICANT'S LOCAL MATCH

WDF TIMELINE OVERVIEW – EVENT SPECIFIC

Time After Event Starts	Task Item(s)	Event Due Date
Within 72 Hours from the start of an incident	County/Tribal EM submits UDSR through WebEOC	N/A
Within 30 days from the end of the incident	County/Tribal EM submits County Notification form via email to identify the impacted jurisdictions and their estimated damage amounts. <i>(damage threshold is \$4.44 as of October 1, 2022)</i>	03/25/2023
Within 60 days from the end of the incident	Eligible jurisdictions submit through EM Grants Pro • Application with worksheet(s) outlining the work completed or outstanding • Damage Descriptions	04/24/2023
Within 90 days from the end of the incident <i>(work should be completed by this time)</i>	Eligible Jurisdiction submits through EM Grants Pro • All supporting documentation for items claimed on Worksheets • Or Time Extension Request	05/24/2023



DISASTER/EMERGENCY DECLARATIONS

- DISASTER/EMERGENCY DECLARATION IS REQUIRED TO BE ELIGIBLE FOR WDF
 - THE EMERGENCY RULE (EMR2205) EXTENSION EXPIRED ON DECEMBER 1, 2022.
- SHOULD BE DONE DURING THE INCIDENT PERIOD, PER WEM 7.
- A DECLARATION DONE BY THE COUNTY WOULD COVER THE JURISDICTIONS WITHIN THE COUNTY.
- IF THERE WASN'T A COUNTY DECLARATION, THEN THE JURISDICTION WOULD HAVE TO DO A DECLARATION.

DAMAGE ASSESSMENT

- THIS IS TO IDENTIFY DAMAGES INCURRED DURING THE EVENT AND SEPARATE FROM ANY ADDITIONAL DAMAGES INCURRED FROM OTHER EVENTS OR NORMAL MAINTENANCE ACTIVITIES THAT OCCURRED OUTSIDE THIS SPECIFIC EVENT.
- CATEGORY A AND C WORK SHOULD BE SEPARATED FOR EACH DAMAGED LOCATION
- CATEGORY B WORK SHOULD BE COMPLETED WITHIN 60 DAYS OF THE EVENT AND CAN BE GROUPED RATHER THAN SEPARATED BY LOCATION.
- DAMAGE ASSESSMENTS SHOULD INCLUDE AT MINIMUM:
 - TYPE OF DAMAGE, LOCATION (GPS), DIMENSIONS, MATERIALS LOST, AND WORK NEEDED TO REPAIR THE DAMAGE.

Time extensions will not be granted to complete the damage assessment.

ELIGIBLE WORK CATEGORIES OF WORK



A. Debris Clearance



B. Protective Measures

**Emergency
Work**



C. Roads & Bridges

**Permanent
Work**

CATEGORY A – DEBRIS CLEARANCE

- PUBLIC RIGHT OF WAY
- PUBLIC PROPERTY & OTHER AREAS WHERE PUBLIC ENTITY HAS RESPONSIBILITY
- DEBRIS THAT POSES AN IMMEDIATE THREAT TO HEALTH &/OR PUBLIC SAFETY



CATEGORY B – PROTECTIVE MEASURES



- POLICE, FIRE, EMS, SEARCH & RESCUE
- BARRICADES, SANDBAGS AND AREA SECURITY
- FOOD/WATER FOR VOLUNTEERS & EMERGENCY WORKERS DURING DISASTER RESPONSE PHASE
- COSTS FROM MUTUAL AID AGREEMENTS ARE INELIGIBLE EXPENSES

CATEGORY C ROADS AND BRIDGES

- COSTS TO REPAIR ELIGIBLE ROADS AND ASSOCIATED ROAD FACILITIES TO **PRE-DISASTER** CONDITION
 - BRIDGES, CULVERTS, SIDEWALKS, GUTTERS
- ELIGIBLE ROADS ARE MINOR COLLECTORS AND LOCAL ROADS.
 - MAKE SURE TO CHECK IF THE ROAD FUNCTIONAL CLASSIFICATION ON DOT'S WEBPAGE
 - [HTTPS://WISCONSINDOT.GOV/PAGES/PROJECTS/DATA-PLAN/PLAN-RES/FUNCTION.ASPX](https://wisconsindot.gov/pages/projects/data-plan/plan-res/function.aspx)
- MITIGATION OF DAMAGES IS INELIGIBLE



EVENT RELATED COSTS - GENERAL

ELIGIBLE COSTS

- DEBRIS REMOVAL
 - I.E. TREE REMOVAL FOR ROAD CLEARANCE/POWER RESTORATION
- EMERGENCY POWER RESTORATION

INELIGIBLE COSTS

- SNOW REMOVAL*
- SNOW DUMPS
- DE-ICING
- SALTING
- SANDING OF ROADS & OTHER FACILITIES



COST DOCUMENTATION - OVERVIEW

- APPLICANT LABOR
 - FT/PT – OT FOR CAT A & B ONLY
 - TEMP HIRES – REG & OT ELIGIBLE
 - CAT C WORK – REG & OT ELIGIBLE
- APPLICANT OWNED EQUIPMENT
- MATERIALS
- CONTRACT WORK
- DONATED RESOURCES
 - LABOR
 - EQUIPMENT
 - MATERIALS
 - CONTRACT WORK

MUST BE DOCUMENTED!

SUPPORTING DOCUMENTATION –EXAMPLES

- APPLICANT LABOR
 - TIMESHEETS/LOGS FOR EACH EMPLOYEE WITH TIME BEING CLAIMED, AND
 - PAY RATE VALIDATION DOCUMENTATION
 - I.E. PAY STUB, PAY CONTRACT, ETC.
- APPLICANT OWNED EQUIPMENT
 - TIMESHEETS/LOGS FOR EACH OPERATOR WITH USAGE TIME BEING CLAIMED OR
 - EQUIPMENT LOGS DOCUMENTING THE TIME BEING USED.
 - IF USING LOCALLY ADOPTED RATES, DOCUMENTATION OF THE ADOPTED RATES
 - IF NO ADOPTED RATES ARE AVAILABLE, THEN THE WI DOT RATES ARE USED OR IF THE SPECIFIC PIECE OF EQUIPMENT IS NOT LISTED ON THE WI DOT RATES, THEN THE FEMA RATES ARE USED.
- MATERIALS AND CONTRACT WORK
 - ITEMIZED INVOICES FOR THE WORK PERFORMED.
- DONATED RESOURCES
 - LABOR AND EQUIPMENT – SIGN IN SHEETS
 - MATERIALS AND CONTRACT WORK – ITEMIZED INVOICES
- LINKS TO EQUIPMENT RATES
- WI DOT RATES FROM JANUARY 2023:
[HTTPS://WISCONSINDOT.GOV/DOCUMENTS/DOING-BUS/LOCAL-GOV/HWY-MNT/MNTC-MANUAL/CHAPTER02/02-25-50-JAN2023.PDF](https://wisconsindot.gov/documents/doing-bus/local-gov/hwy-mnt/mntc-manual/chapter02/02-25-50-jan2023.pdf)
- FEMA RATES FROM 2021:
[HTTPS://WWW.FEMA.GOV/AS-SISTANCE/PUBLIC/TOOLS-RESOURCES/SCHEDULE-EQUIPMENT-RATES](https://www.fema.gov/as-sistance/public/tools-resources/schedule-equipment-rates)



WDF APPLICATIONS AND WORKSHEETS

- SUBMITTED THROUGH EM GRANTS PRO (EMGRANTS.WI.GOV)
- THE WORKSHEETS REPLACED THE TOOLKIT.
 - DISPLAYS THE CLAIMED COST BREAKDOWNS AS PART OF AN APPLICANTS CLAIM
 - USED AS PART OF THE REVIEW AND VALIDATION PROCESS

WALK-THROUGH VIDEO FOR THE SUBMITTAL OF APPLICATIONS CAN BE FOUND AT:

WWW.YOUTUBE.COM/WATCH?V=O8J8ZR5WLYO



Kelsey Brown – WDF Coordinator



QUESTIONS?

widisasterfund@widma.gov

Phone: 608-242-3259

<https://wem.wi.gov/recovery/wisconsin-disaster-fund-wdf/>

ATTN: WDF Coordinator

PO Box 7865

Madison, WI 53707-7865

MUNICIPAL DISASTER DECLARATION

WHEREAS on _____, a disaster, namely _____
has struck the (City, Village, Town) of _____; and

WHEREAS, because of such emergency conditions, the (Common Council, Village Council, Town Board) is unable to meet with promptness; and

WHEREAS, it is necessary and expedient for the health, safety, welfare and good order of the (City, Village Town) to proclaim that emergency conditions exists; and

WHEREAS, the disaster has caused the (City, Village, Town) of _____
to expand, commit and exhaust all of its available resources; and

WHEREAS, the (City, Village, Town) of _____ is asking for county assistance and requests the county to advise the State of Wisconsin of our emergency conditions:

NOW, THEREFORE, pursuant to sections 323.11 and 323.14 (4) of the Wisconsin Statutes, as Chief Elected Official of the (City, Village, Town) of _____ in testimony whereof I have hereunto set my hand and have caused the great seal of the (City, Village, Town) of _____ to be affixed.

Done at the (City, Village, Town) hall this _____ day of _____, _____.

Chief Elected Official

NOTE: Under 323.14(4)(b), Stats., this proclamation shall be subject to ratification, alteration, modification or repeal by the governing body as soon as that body can meet, but the subsequent action taken by the governing body shall not affect the proper validity of this proclamation.



VILLAGE OF WILLIAMS BAY

To: Matt Stanek and Streets & Highways Committee members
Lowell Wright and Finance & Personnel Committee members

From: Dave Bretl

C: Doug Snyder
Lori Peternell
Wayne Edwards

Date: 3/13/2023

RE: Replacement of certain portions of sidewalk

Following the Highway 67 open house at Village Hall on February 20, Doug Snyder became aware of approximately 15 squares of sidewalk on the west side of Elkhorn Road between Stark Street and Olive Street that represent major trip hazards. Some of the slabs are heaved as much as three inches.

Doug walked the site with Jacob, the DOT project manager and it appeared that the DOT would expand the sidewalk replacement to take into account the additional squares. We subsequently learned that the DOT would not perform this work and we are on our own to replace the squares.

This work needs to be performed and now is the time to do it. My recommendation is that you authorize the Village to proceed. We can obtain quotes for the work (sealed bids are not required). The Finance Committee would need to identify a source of funding. My understanding is that you don't typically assess for sidewalk replacement.