VILLAGE OF WILLIAMS BAY

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

NOTICE

VILLAGE BOARD OF TRUSTEES MEETING

MONDAY, MARCH 20, 2023 AT 6:30 PM

AGENDA

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

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Minutes

- **A.** Village Board Meeting Minutes of March 6, 2023

V. Consent Agenda

- **A.** DOT Request Regarding Parking on STH 67
- **B.** Replacement of certain portions of sidewalk on Highway 67
- **C.** Cinco De Mayo Application
- **D.** Edgewater Park Application - Farmers Market
- **E.** Boat Cleaning Station Donation
- **F.** Add David Lothspeich and remove Catherine Tobin as an authorized signer for First National Bank & Trust and Advia Credit Union
- **G.** VIllage Hall Server

VI. Presentation of accounts and petitions

- **A.** Payroll ending 03-10-2023 in the amount of $44,958.67
- **B.** Accounts Payable Unpaids dated 03-17-2023 in the amount of $212,468.59
- **C.** February financial statements

VII. Plan Commission

- **A.** Ordinance 2023-02 Regarding Communication Tower Performance Standards
- **B.** APPLICANT: Mike Condron and John Dwyer dba Dip in the Bay
  TAX KEY: WOP 00008 AND WWUP 00088
  STREET ADDRESS: 105 N. Walworth Street and Lakefront Area, Village of Wiliams Bay
  Applicant is requesting a Temporary Use Permit per Section 390.1208 "Temporary Use Permit" and Section 390.0316.B "Temporary Outdoor Sales" for a food vending cart.
- **C.** APPLICANT: Hwy 67 Plaza, LLC (Owner), Jay Tonkin (Applicant)
  TAX KEY: WOP 00040

STREET ADDRESS: 54 W. Geneva Street, Village of Williams Bay
Applicant is requesting a Certificate of Compliance per Section 390.1211 "Certificate of Compliance" and Section 390.0310.E "Indoor Sales and Service" for an internet sales of automobiles business with indoor storage only.

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

A. None

IX. PUBLIC COMMENTS

X. President's Remarks

XI. Ordinances and Resolutions

A. None

XII. Committee Reports

A. Finance & Personnel, Trustee Wright - Chair

1. IT Services Contract Renewal

2. Assessment Services RFP

3. Baywood Heights Subdivision Entrance sign on Theatre Road

4. Replacement of certain portions of sidewalk on Highway 67

5. Clean Boat Clean Water Grant

B. Protective Services, Trustee Vlach - Chair

1. No Report

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

1. Linn Beach Agreement

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

1. Consider update to 238-1 concerning minor curfew.

E. Water & Sewer, Trustee Umans - Chair

1. Extension of Lease with U.S. Cellular

F. Streets & Highways, Trustee Stanek - Chair

1. No Report

XIII. Public Comments

XIV. Other Items for Discussion, Consideration, or Action

A. Appointment of Judy Tiggelaar to the Conservation Commission to finish the remainder of Elizabeth Forsyth Blooms Term ending 4/30/2025.

XV. Adjournment

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

Posted: 03/17/2023 5:00 PM

VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES
VILLAGE BOARD 3/6/2023 MEETING
MONDAY, MARCH 6, 2023 AT 6:30 PM

I. Call to Order

William Duncan called the meeting to order at 06:30pm.

II. Roll Call

Present: Bill Duncan, George Vlach, Jim D'Alessandro, Lowell Wright, Robert Umans, Matt Stanek, Adam Jaramillo
Also Present: Interim Administrator, Dave Bretl, Clerk, Tina Kolls, Village Engineer, Doug Snyder, Director of Public Works, Wayne Edwards, Recreation Director, Dave Rowland

III. Pledge of Allegiance

IV. Minutes

A. Village Board Meeting Minutes of 2/6/2023

The motion to approve the Village Board Meeting Minutes of 2/6/2023 was initiated by Robert Umans and seconded by Jim D'Alessandro. Adam Jaramillo abstained, Motion Passes.

B. Village Board Meeting Minutes of 2/20/2023

The motion to approve the Village Board Meeting Minutes of 2/20/2023 was initiated by Robert Umans and seconded by George Vlach. Lowell Wright and Matthew Stanek Abstain, Motion Passes.

V. Consent Agenda

A. None

VI. Presentation of accounts and petitions

A. Payroll ending 02-24-2023 in the amount of $44,458.19

The motion to approve the Payroll ending 02-24-2023 in the amount of $44,458.19 was initiated by Lowell Wright and seconded by Robert Umans. Unanimously carried.

B. Prepaids Accounts Payable dated 02-24-2023 in the amount of $4,134.23

The motion to approve the Prepaids Accounts Payable dated 02-24-2023 in the amount of $4,134.23 was initiated by Lowell Wright and seconded by Robert Umans. Unanimously carried.

C. Library Accounts Payable dated 02-24-2023 in the amount of $10,797.98

The motion to approve the Library Accounts Payable dated 02-24-2023 in the amount of $10,797.98 was initiated by Lowell Wright and seconded by Robert Umans. Unanimously carried.

D. Accounts Payable Unpaids dated 3-3-2023 in the amount of $102,762.33

The motion to approve the Accounts Payable Unpaids dated 3-3-2023 in the amount of $102,762.33 was initiated by Lowell Wright and seconded by Robert Umans. Unanimously carried.

E. February EFT Payments in the amount of $74,587.50

The motion to approve the February EFT Payments in the amount of $74,587.50 was initiated by Lowell Wright and seconded by Robert Umans. Unanimously carried.

VII. Plan Commission

A. None

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

A. None

IX. PUBLIC COMMENTS

Nicole Goy (461 Chasefield Dr) explained she would like to petition to have the ordinance for curfew to be changed. Goy explained she would like to ask for an edit to the set curfew for Friday and Saturday night to be moved to midnight. Goy explained the reason being that all the towns that border Williams Bay, including Walworth County, have a curfew of Midnight, which means that a minor traveling from any of those towns back to Williams Bay, which has a curfew of 11:00 PM, would be in a curfew violation.

William Duncan explained that they would get the information to the Building, Zoning & Ordinances Committee to take a look at.

X. President's Remarks

XI. Ordinances and Resolutions

A. None

XII. Committee Reports

A. Finance & Personnel, Trustee Wright - Chair

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

Motion made by Committee, no second required. Unanimously carried.

2. Construction contract by and betweenn Williams Bay and Scherrer Construction for construction of tennis/basketball courts.

No Action Taken.

B. Protective Services, Trustee Vlach - Chair

1. No Report

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

1. No Report

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

1. No Report

E. Water & Sewer, Trustee Umans - Chair

1. No Report

F. Streets & Highways, Trustee Stanek - Chair

1. No Report

XIII. Public Comments

XIV. Other Items for Discussion, Consideration, or Action

A. None

XV. Adjournment

The motion to adjourn was initiated by Jim D'Alessandro and seconded by Matthew Stanek at 06:40pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

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 this point, however, I think serious consideration should be given to retaining the current parking and paying the $6,000.

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

3/8/2023

Becky/Wayne,

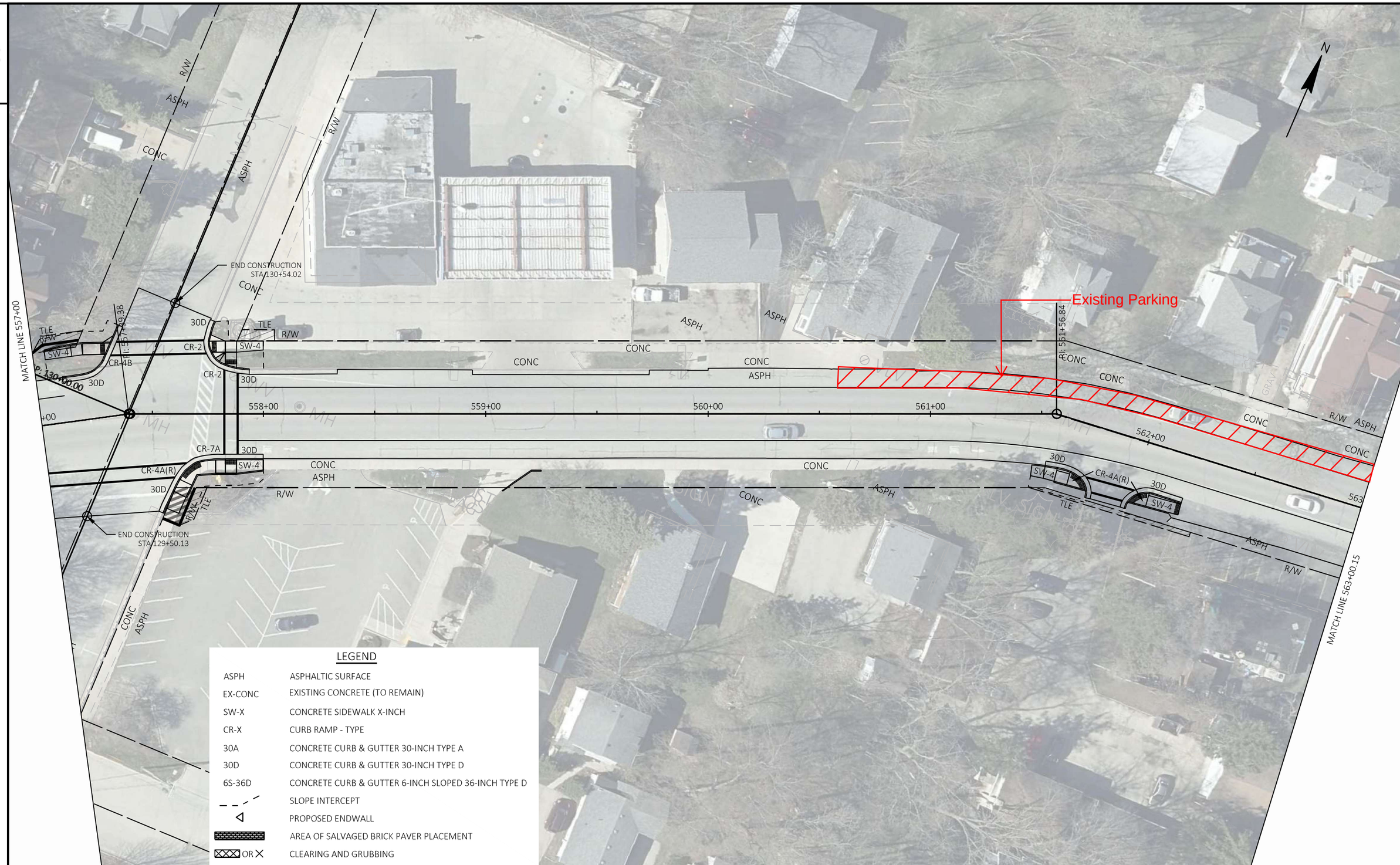
I am reaching out to you in regards to the proposed WisDOT project along WIS 67, a portion of which resides within the Village of Williams Bay. As is standard for all state highway projects any on street parking along the state highway is 100% the responsibility of the local municipality to pay for as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

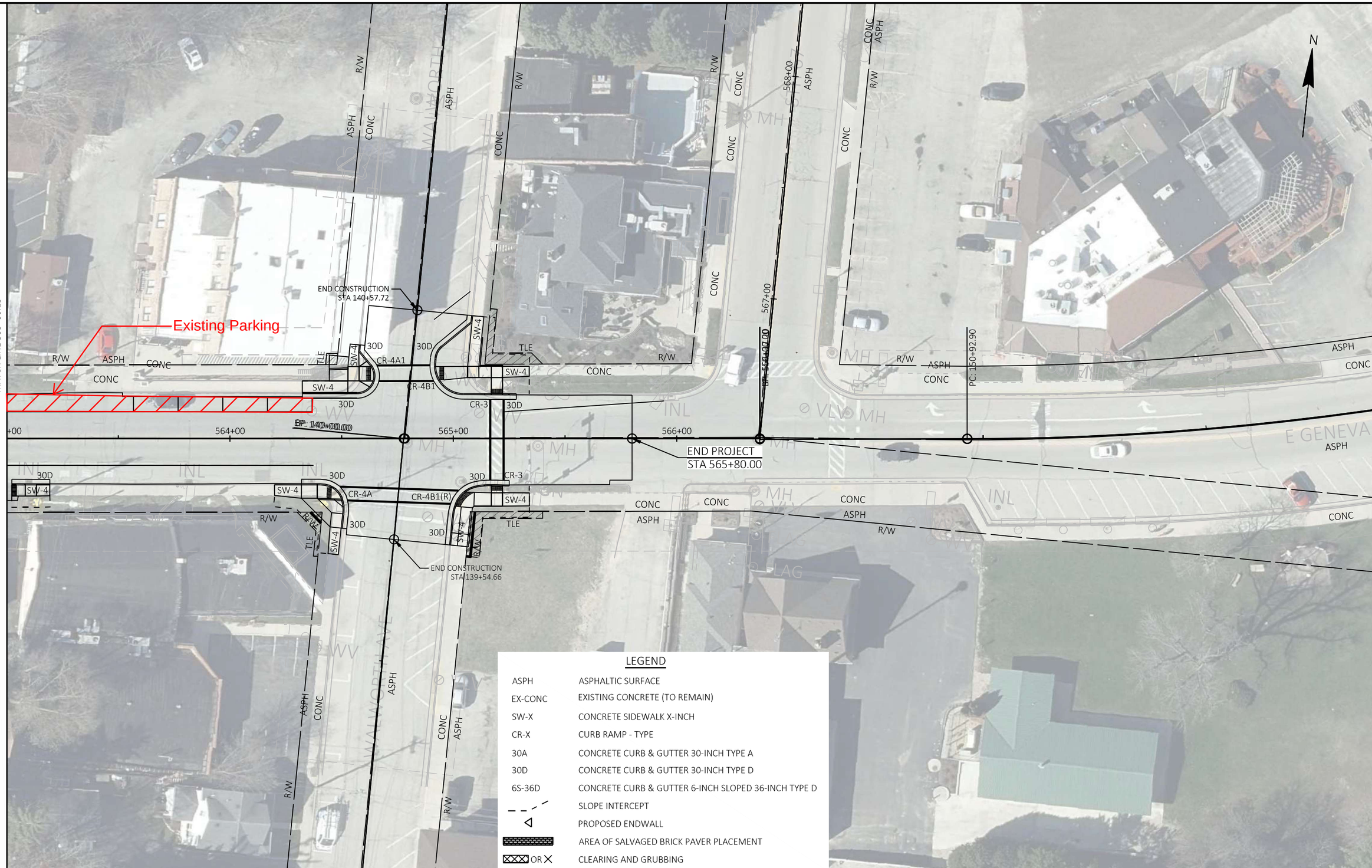
If you have any questions about this or any other part of this project please let me know.
Thank you,

Ryan Bernard, P.E.
WisDOT DTSD
SE Region Planning
Final Scoping Team – Project Manager
262-548-6471
ryan.bernard@dot.wi.gov



PROJECT NO: 3325-08-70	HWY: STH 67	COUNTY: WALWORTH	PLAN DETAILS - STH 67	SHEET PRE 68 E

FILE NAME : N:\PDS\C3D\33250800\SHEETS\021201-PD.DWG
LAYOUT NAME - 021252-pd
PLOT DATE : 1/4/2023 10:08 PM PLOT BY : SENZ, LUKE PLOT NAME : PLOT SCALE : 1 IN:40 FT
WISDOT/CADDS SHEET 42



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

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.

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

MEMORANDUM

DATE: **MARCH 20, 2023**
TO: **VILLAGE BOARD OF TRUSTEES**
FROM: **LORI PETERNELL, VILLAGE TREASURER**
RE: **CINCO DE MAYO APPLICATION**

At the S&H Committee meeting, the hours for the road closure were changed to 6:00am-6:00pm.

Streets

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:

I) 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 compliancewith 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 I0:00 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 8.0 I 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.

Applicant initials _____

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 addition al 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. childrens Activities, No Alchol. 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.

Revised 11/21/2022 Applicant initials J. D.

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 WBBA

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: _____
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:

Applicant initials _____

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West Bend Mutual Insurance Company	15350
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Williams Bay Business Association, Inc
PO Box 788
Williams Bay WI 53191-0788

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] 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? Y / N [ ] (Mandatory in NH) 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

Village of Williams Bay
250 Williams St
PO Box 580
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

Elizabeth Huffman

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Park + Lakefront

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:

I) 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 I0:00 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 8.0 I 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.

Applicant initials _____

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 addition al 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: 262-903-9806 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 daily Atendees Approx 150

Contact Information (if different than above)

Name: Nancy Waspi Organization: WBBA

Address: Lake Geneva

Revised 11/21/2022 Applicant initials _____

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: _____

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West Bend Mutual Insurance Company	15350
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Williams Bay Business Association, Inc
PO Box 788
Williams Bay WI 53191-0788

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] 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? Y / N [ ] (Mandatory in NH) 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

Village of Williams Bay
250 Williams St
PO Box 580
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

Elizabeth Huffman

© 1988-2015 ACORD CORPORATION. All rights reserved.

MEMORANDUM

DATE: **MARCH 20, 2023**
TO: **VILLAGE BOARD OF TRUSTEES**
FROM: **LORI PETERNELL, VILLAGE TREASURER**
RE: **BOAT CLEANING STATION DONATION**

The P&L Committee recommended accepting (2) CD3 mobile units and declining the donation of the larger unit from the Geneva Lake Conservancy.

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.

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

MEMORANDUM

DATE: **MARCH 20, 2023**
TO:
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.

Pay Period Date: 2/25/2023 - 3/10/2023
Pay Date: 3/17/2023

Department	Gross Regular Wages	Gross OT Wages	Payroll Taxes & Deductions	Net Wages
Crossing Guard	$817.20	$0.00	$68.33	$748.87
General Administration	$6,442.71	$0.00	$2,143.71	$4,299.00
KNC	$2,026.25	$0.00	$651.93	$1,374.32
Lakefront/Beach	$0.00	$0.00	$0.00	$0.00
Library	$7,549.36	$0.00	$2,558.08	$4,991.28
Municipal Court	$1,259.42	$0.00	$166.38	$1,093.04
Parks	$336.00	$0.00	$26.29	$309.71
Police	$23,688.17	$1,460.07	$8,464.87	$16,683.37
Protective Services (F&R)	$0.00	$0.00	$0.00	$0.00
Public Works/W&S	$11,549.06	$943.26	$4,520.52	$7,971.80
Recreation Department	$3,218.42	$0.00	$821.92	$2,396.50
Village Board	$5,512.50	$0.00	$421.72	$5,090.78
Total Net Wages				$44,958.67

Payroll Register - Detail by Department

GL Account and Title	Description	Amount	GL Period
0			
AMAZON CAPITAL SERVICES			
100-52120-160 POLICE SUPPLIES	POLICE SUPPLIES	454.17	0
100-52120-190 POLICE TRAINING	TRAINIGN EXPENSE	27.09	0
Total AMAZON CAPITAL SERVICES:		481.26	
ARAMARK			
100-54310-125 STREETS UNIFORMS	UNIFORMS-STREETS DEPT	42.89	0
100-55410-125 PARKS UNIFORMS	UNIFORMS-PARKS DEPT	42.89	0
200-57903-125 WATER METER READING - UNIFORMS	UNIFORMS-WATER DEPT	106.50	0
100-54310-125 STREETS UNIFORMS	UNIFORMS-STREETS DEPT	42.89	0
100-55410-125 PARKS UNIFORMS	UNIFORMS-PARKS DEPT	42.89	0
Total ARAMARK:		278.06	
AXON ENTERPRISE INC			
100-52120-160 POLICE SUPPLIES	POLICE SUPPLIES	87.20	0
Total AXON ENTERPRISE INC:		87.20	
BEAR GRAPHICS INC.			
100-51412-000 ELECTION EXPENSE	ELCTION VOTER NUMBER PAD	20.13	0
Total BEAR GRAPHICS INC.:		20.13	
CENTRAL PRINTING CORP.			
100-52120-160 POLICE SUPPLIES	POLICE SUPPLIES	277.00	0
Total CENTRAL PRINTING CORP.:		277.00	
CITY OF BURLINGTON DEPT OF PUBLIC WORKS			
200-57623-170 WATER TESTING	BACTERIOLOGICAL WATER TE	80.00	0
Total CITY OF BURLINGTON DEPT OF PUBLIC WORKS:		80.00	
DEPARTMENT OF WORKFORCE DEVELOPMENT			
100-52360-110 RESCUE DEPT UNEMPLOYMENT	UNEMPLOEMENT WAGES - RO	25.37	0
Total DEPARTMENT OF WORKFORCE DEVELOPMENT:		25.37	
ELKHORN NAPA AUTO PARTS			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	SUPPLIES	65.92	0
Total ELKHORN NAPA AUTO PARTS:		65.92	
GENERAL CODE			
100-51410-300 GEN ADMIN CODIFICATION	CODE ANNALYSIS	1,348.21	0
Total GENERAL CODE:		1,348.21	
GORDON FLESCH			
100-51410-162 GEN ADMIN COPIER EXPENSE	VH MONTHLY CHARGES	181.47	0
100-55210-200 REC DEPT TELEPHONE	REC DEPT MONTHLY CHARGE	48.46	0
Total GORDON FLESCH:		229.93	

GL Account and Title	Description	Amount	GL Period
GUNNAR OLSEN LANDSCAPING			
100-51405-000 BILLABLE SERVICES	SNOW SHOVELING	210.00	0
Total GUNNAR OLSEN LANDSCAPING:		210.00	
HYDRO CORP			
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	1,242.00	0
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	348.00	0
Total HYDRO CORP:		1,590.00	
JANESVILLE INDUSTRIAL SUPPLY			
400-58100-175 JANITORIAL SERVICES	CLEANING SERVICES-LIBRARY	675.00	0
100-51720-175 JANITORIAL SERVICES	CLEANING SERVICES-LIONS FI	435.74	0
100-51730-175 JANITORIAL SERVICES	CLEANING SERVICES-VILLAGE	675.00	0
400-58100-175 JANITORIAL SERVICES	CLEANING SERVICES-LIBRARY	675.00	0
100-51720-175 JANITORIAL SERVICES	CLEANING SERVICES-LIONS FI	435.74	0
100-51730-175 JANITORIAL SERVICES	CLEANING SERVICES-VILLAGE	675.00	0
Total JANESVILLE INDUSTRIAL SUPPLY:		3,571.48	
LAWSON PRODUCTS INC.			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	SUPPLIES	1,248.93	0
Total LAWSON PRODUCTS INC.:		1,248.93	
MUNICIPAL CODE ENFORCEMENT LLC			
100-53100-215 CODE ENFORCEMENT CONTRACT	CODE ENFORCEMENT	2,568.00	0
100-53100-220 STR ENFORCEMENT CONTRACT	STR CODE ENFORCEMENT	396.00	0
Total MUNICIPAL CODE ENFORCEMENT LLC:		2,964.00	
NIEUWENHUIS BROS. INC.			
225-54635-131 RECYCLING FEES	RECYCLING CURBSIDE PICKU	6,805.76	0
225-54635-165 RECYCLING TIPPING FEES	RECYCLING SURCHARGE	1,450.00	0
225-54635-165 RECYCLING TIPPING FEES	RECYCLING TIPPING	1,057.33	0
100-54710-000 REFUSE COLLECTIONS	REFUSE CURBSIDE PICKUP	12,762.88	0
100-54710-000 REFUSE COLLECTIONS	6YD ROLL BIN	130.00	0
Total NIEUWENHUIS BROS. INC.:		22,205.97	
ODLING CONSTRUCTION INC.			
100-54310-280 SNOW/ICE CONTROL MATERIALS	TORPEDO SAND	301.86	0
Total ODLING CONSTRUCTION INC.:		301.86	
PATS SERVICES INC			
200-57631-160 WATER TREATMENT CHEMICALS	LIME SLUDGE	920.00	0
Total PATS SERVICES INC:		920.00	
POMP'S TIRE SERVICE			
100-52120-150 POLICE REPAIRS/MAINT	REPAIRS. MAINTENANCE	148.00	0
Total POMP'S TIRE SERVICE:		148.00	
PREMIUM WATERS INC			
100-51730-160 VH BLDG SUPPLIES	VH WATER DELIVERY	30.74	0

GL Account and Title	Description	Amount	GL Period
100-55210-160 REC DEPT SUPPLIES	REC DEPT WATER DELIVERY	5.99	0
Total PREMIUM WATERS INC:		36.73	
PUBLIC ADMINISTRATION ASSOC			
100-51400-000 RECRUITING FEES	INTERIM ADMINISTRATION	5,747.50	0
100-51400-000 RECRUITING FEES	INTERIM ADMINISTRATION	3,833.25	0
Total PUBLIC ADMINISTRATION ASSOC:		9,580.75	
RAABE, MADDISON			
100-52120-400 POLICE ACADEMY EXPENSES	ACADEMY EXPENSE	3,384.54	0
Total RAABE, MADDISON:		3,384.54	
SECURIAN FINANCIAL GROUP INC			
100-52120-124 POLICE LIFE INSURANCE	POLICE LIFE INSURANCE	73.11	0
100-54310-124 STREETS LIFE INSURANCE	STREETS - LIFE INSURANCE	24.50	0
100-55410-124 PARKS LIFE INSURANCE	PARKS LIFE INSURANCE	1.82	0
200-57630-124 WATER TREATMENT - LIFE INS	WATER TREATMENT LIFE INSU	10.08	0
200-57640-124 WATER DISTRIBUTION - LIFE INS	WATER DISTRIBUTION LIFE INS	10.08	0
230-58100-124 KNC LIFE INSURANCE	KNC LIFE INSURANCE	3.53	0
100-51410-124 GEN ADMIN LIFE INSURANCE	GEN ADMIN LIFE INSURANCE	27.78	0
100-55210-124 REC DEPT LIFE INSURANCE	REC DEPT. LIFE INSURANCE	4.54	0
400-58100-123 LIBRARY HEALTH INSURANCE	LIBRARY LIFE INSURANCE	37.13	0
100-21257 LIFE INSURANCE PAYABLE	EMPLOYEE CONTRIBUTION	251.67	0
Total SECURIAN FINANCIAL GROUP INC:		444.24	
SHAFER, JOHN			
200-57903-125 WATER METER READING - UNIFORMS	WORK BOOTS	150.00	0
Total SHAFER, JOHN:		150.00	
SJE			
300-58968-150 SEWER COLLECTION SYSTEM MAINT	REPAIR/ MAINTENANCE	3,421.94	0
Total SJE:		3,421.94	
SYMBOL ARTS			
100-52120-125 POLICE UNIFORMS	POLICE UNIFORMS	260.25	0
Total SYMBOL ARTS:		260.25	
TOP PACK DEFENSE LLC			
100-52120-125 POLICE UNIFORMS	POLICE UNIFORM	22.49	0
100-52120-190 POLICE TRAINING	TRAINING EXPENSE	156.00	0
Total TOP PACK DEFENSE LLC:		178.49	
UPPER CASE PRINTING			
200-57921-160 WATER OFFICE SUPPLIES	PRINTING OF UTILITY BILLS	339.50	0
300-58969-160 SEWER OFFICE SUPPLIES	PRINTING OF UTILITY BILLS	339.50	0
Total UPPER CASE PRINTING:		679.00	
VILLAGE OF FONTANA			
100-52360-170 RESCUE DEPT INTERGOVT AGMNT	FEBRUARY 2023 EMS SERVICE	42,107.89	0

GL Account and Title	Description	Amount	GL Period
100-52360-170 RESCUE DEPT INTERGOVT AGMNT	JANUARY 2023 EMS SERVICES	45,759.45	0
100-52360-170 RESCUE DEPT INTERGOVT AGMNT	50% OF UNIFORM EXPENSES	1,606.73	0
Total VILLAGE OF FONTANA:		89,474.07	
WALCOMET			
300-58980-300 WALCOMET SEWERAGE EXPENSES	MONTHLY BILLING	54,797.76	0
Total WALCOMET:		54,797.76	
WALWORTH COUNTY PUBLIC WORKS			
100-54310-280 SNOW/ICE CONTROL MATERIALS	MATERIALS	3,975.64	0
Total WALWORTH COUNTY PUBLIC WORKS:		3,975.64	
WALWORTH COUNTY SHERIFF'S OFFICE			
100-52120-190 POLICE TRAINING	TRAINING EXPENSE	150.00	0
Total WALWORTH COUNTY SHERIFF'S OFFICE:		150.00	
WAUKESHA COUNTY TECHNICAL COLLEGE			
100-52120-190 POLICE TRAINING	POLICE TRAINING	61.88	0
Total WAUKESHA COUNTY TECHNICAL COLLEGE:		61.88	
WI DEPARTMENT OF TRANSPORTATION			
500-54310-140 STREETS/HIGHWAYS	STH 67 CONSTRUCTION EXPE	1,095.63	0
Total WI DEPARTMENT OF TRANSPORTATION:		1,095.63	
WILLIAMS BAY AUTOMOTIVE			
100-52120-150 POLICE REPAIRS/MAINT	REPAIRS/MAINT	28.84	0
Total WILLIAMS BAY AUTOMOTIVE:		28.84	
WILLIAMS BAY BUSINESS ASSN			
100-51965-000 WMS BAY BUSINESS ASSOC	4TH QTR 2022 ROOM TAX PAYM	8,067.51	0
Total WILLIAMS BAY BUSINESS ASSN:		8,067.51	
WILLIAMS BAY RESCUE SQUAD			
100-52360-190 RESCUE DEPT TRAINING	SERVICE MEMBERSHIP TIER 2	600.00	0
Total WILLIAMS BAY RESCUE SQUAD:		600.00	
WISCONSIN STATE LABORATORY OF HYGIENE			
200-57623-170 WATER TESTING	FLUORIDE	28.00	0
Total WISCONSIN STATE LABORATORY OF HYGIENE:		28.00	
Total 0:		212,468.59	
Grand Totals:		212,468.59	

GL Account and Title	Description	Amount	GL Period

Village Board Approval Date: _____

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
100-41100	GENERAL TAX LEVY	.00	588,602.38	2,704,336.00	2,115,733.62	21.8
100-41101	DELINQUENT PP TAX	.00	.00	150.00	150.00	.0
100-41104	TAX EQUIVALENT	.00	.00	100,800.00	100,800.00	.0
100-41105	ROOM TAX	100.44	100.74	52,000.00	51,899.26	.2
100-41106	CABLE FRANCHISE FEES	97.10	97.10	51,000.00	50,902.90	.2
100-41110	MERCY PILOT	.00	.00	55,000.00	55,000.00	.0
	TOTAL TAXES	197.54	588,800.22	2,963,286.00	2,374,485.78	19.9
	INTERGOVERNMENTAL					
100-42001	EXEMPT COMPUTER AID	.00	.00	470.00	470.00	.0
100-42002	STATE SHARED REVENUE	.00	.00	64,314.00	64,314.00	.0
100-42006	TRANSPORTATION AID	.00	51,113.07	204,425.00	153,311.93	25.0
100-42007	POLICE TRAINING FROM STATE	.00	.00	1,120.00	1,120.00	.0
100-42008	OTHER STATE AIDS	8,010.62	8,010.62	16,400.00	8,389.38	48.9
100-42009	POLICE GRANT FROM CTY	294.06	390.06	2,500.00	2,109.94	15.6
100-42010	POLICE SRO REVENUE	.00	.00	69,668.00	69,668.00	.0
	TOTAL INTERGOVERNMENTAL	8,304.68	59,513.75	358,897.00	299,383.25	16.6
	LICENSES & PERMITS					
100-43001	LIQUOR/BEER LICENSE	.00	100.00	6,425.00	6,325.00	1.6
100-43002	OPERATOR LICENSE	80.00	160.00	2,000.00	1,840.00	8.0
100-43006	BUILDING PERMITS	4,836.37	8,737.37	80,000.00	71,262.63	10.9
100-43007	ELECTRICAL PERMITS	1,097.00	1,909.00	15,000.00	13,091.00	12.7
100-43008	PLUMBING PERMITS	1,497.80	2,210.60	15,000.00	12,789.40	14.7
100-43009	ROOM TAX PERMIT	225.00	425.00	800.00	375.00	53.1
100-43014	CIGARETTE LICENSE	.00	.00	300.00	300.00	.0
100-43015	ZONING AND PLANNING FEES	1,100.00	1,175.00	21,000.00	19,825.00	5.6
100-43016	TREE PERMIT	620.00	1,040.00	4,000.00	2,960.00	26.0
100-43018	DOG LICENSE	135.00	495.00	600.00	105.00	82.5
100-43021	TOURIST ROOMING HOUSE PERMIT	3,150.00	6,750.00	6,750.00	.00	100.0
100-43022	SHORT TERM RENTAL PERMIT	.00	.00	19,000.00	19,000.00	.0
100-43090	INVOICED SERVICE PAYMENTS	2,713.00	2,713.00	10,000.00	7,287.00	27.1
	TOTAL LICENSES & PERMITS	15,454.17	25,714.97	180,875.00	155,160.03	14.2

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	PUBLIC CHARGES FOR SERVICE					
100-44040	POLICE GEN REVENUE	26.00	36.00	250.00	214.00	14.4
100-44049	SPECIAL ASSESSMENT LETTERS	200.00	400.00	4,000.00	3,600.00	10.0
100-44060	STREET OPENING PERMIT	150.00	150.00	1,000.00	850.00	15.0
100-44093	SPORTS CAMP REVENUES	.00	.00	3,000.00	3,000.00	.0
100-44095	TENNIS REVENUES	.00	.00	750.00	750.00	.0
100-44096	GOLF REVENUES	.00	.00	500.00	500.00	.0
100-44098	ZUMBA REVENUES	132.00	202.00	3,000.00	2,798.00	6.7
100-44100	BASEBALL/SOFTBALL REG FEES	3,300.00	3,300.00	8,865.00	5,565.00	37.2
100-44102	ADULT PROGRAM REVENUES	1,682.00	1,767.00	3,000.00	1,233.00	58.9
100-44103	SUMMER PROGRAM REVENUES	50.00	755.00	3,500.00	2,745.00	21.6
100-44106	DONATION FOR REC DEPT	.00	.00	4,050.00	4,050.00	.0
100-44107	FIELD HOUSE RENTALS	1,500.00	2,100.00	3,000.00	900.00	70.0
100-44108	EDGEWATER DEPOSIT	.00	500.00	.00	(500.00)	.0
100-44301	WATERWAY MARKERS	.00	.00	6,100.00	6,100.00	.0
100-44620	LAKEFRONT/SHORE INCOME	198.00	1,780.50	11,600.00	9,819.50	15.4
100-44621	BEACH REVENUE	475.00	475.00	96,600.00	96,125.00	.5
100-44622	LAUNCH REVENUE	542.50	542.50	170,000.00	169,457.50	.3
100-44623	HORVATH DRY STORAGE REVENUE	.00	.00	24,000.00	24,000.00	.0
100-44625	TOWN OF LINN BEACH REVENUE	.00	.00	15,000.00	15,000.00	.0
100-44630	KAYAK/PADDLEBOARD RENTAL FEES	.00	.00	18,000.00	18,000.00	.0
	TOTAL PUBLIC CHARGES FOR SERVICE	8,255.50	12,008.00	376,215.00	364,207.00	3.2
	FINES & FORFEITURES					
100-45001	COURT FINE REVENUE	2,614.75	2,614.75	40,000.00	37,385.25	6.5
100-45002	PARKING TICKET REVENUE	850.00	2,225.00	1,750.00	(475.00)	127.1
	TOTAL FINES & FORFEITURES	3,464.75	4,839.75	41,750.00	36,910.25	11.6
	SOURCE 46					
100-46000	WEED AND NUISANCE CONTROL	750.00	750.00	500.00	(250.00)	150.0
	TOTAL SOURCE 46	750.00	750.00	500.00	(250.00)	150.0
	COMMERCIAL					
100-48004	INTEREST ON INVESTMENTS	28,708.73	60,576.91	37,000.00	(23,576.91)	163.7
100-48013	BOAT SLIP RENTAL	48,570.00	48,570.00	250,545.00	201,975.00	19.4
100-48015	GENEVA LK LAW ENFORCEMENT AGCY	.00	.00	44,000.00	44,000.00	.0
100-48016	MUNICIPAL BUSINESS LEASE PYMT	.00	.00	1,100.00	1,100.00	.0
	TOTAL COMMERCIAL	77,278.73	109,146.91	332,645.00	223,498.09	32.8

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS					
100-49001	AURORA DONATION	3,250.00	3,250.00	3,250.00	.00	100.0
100-49002	INSURANCE PAYMENTS/REBATE	.00	.00	5,000.00	5,000.00	.0
100-49003	SALE OF VGE ASSET	.00	.00	5,000.00	5,000.00	.0
100-49009	GENERAL MISC UNCLASS	.00	.00	1,000.00	1,000.00	.0
100-49200	OPERATING TRANSFER IN	.00	.00	50,000.00	50,000.00	.0
	TOTAL MISCELLANEOUS	3,250.00	3,250.00	64,250.00	61,000.00	5.1
	TOTAL FUND REVENUE	116,955.37	804,023.60	4,318,418.00	3,514,394.40	18.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL GOVERNMENT					
100-51110-110	VILLAGE BOARD WAGES	.00	.00	22,050.00	22,050.00	.0
100-51110-121	VILLAGE BOARD FICA	.00	.00	1,687.00	1,687.00	.0
100-51110-130	VILLAGE BOARD OTHER EXPENSE	.00	.00	600.00	600.00	.0
100-51210-110	MUNICIPAL COURT WAGES	2,518.84	3,778.26	32,745.00	28,966.74	11.5
100-51210-121	MUNICIPAL COURT FICA	192.68	382.89	2,505.00	2,122.11	15.3
100-51210-150	MUNICIPAL COURT IT FEES	38.57	3,944.10	5,000.00	1,055.90	78.9
100-51210-160	MUNICIPAL COURT SUPPLIES	.00	.00	1,200.00	1,200.00	.0
100-51210-161	MUNICIPAL COURT POSTAGE	.00	.00	500.00	500.00	.0
100-51210-190	MUNICIPAL COURT TRAINING	.00	.00	2,000.00	2,000.00	.0
100-51400-000	RECRUITING FEES	4,237.00	4,237.00	.00	(4,237.00)	.0
100-51405-000	BILLABLE SERVICES	1,172.75	1,172.75	10,000.00	8,827.25	11.7
100-51410-110	GEN ADMIN WAGES	4,966.69	7,169.89	132,831.00	125,661.11	5.4
100-51410-121	GEN ADMIN FICA	364.08	1,208.63	10,162.00	8,953.37	11.9
100-51410-122	GEN ADMIN RETIREMENT	387.41	950.03	10,361.00	9,410.97	9.2
100-51410-123	GEN ADMIN HEALTH INSURANCE	(1,459.70)	2,466.43	28,572.00	26,105.57	8.6
100-51410-124	GEN ADMIN LIFE INSURANCE	25.78	42.02	450.00	407.98	9.3
100-51410-127	GEN ADMIN HSA FUNDING	187.50	374.98	8,250.00	7,875.02	4.6
100-51410-130	GEN ADMIN IT EXPENSE	74.99	149.98	900.00	750.02	16.7
100-51410-160	GEN ADMIN SUPPLIES	192.79	192.79	8,000.00	7,807.21	2.4
100-51410-161	GEN ADMIN POSTAGE	1,110.97	1,110.97	6,500.00	5,389.03	17.1
100-51410-162	GEN ADMIN COPIER EXPENSE	317.85	499.32	3,000.00	2,500.68	16.6
100-51410-190	GEN ADMIN TRAINING	762.51	762.51	4,000.00	3,237.49	19.1
100-51410-200	GEN ADMIN TELEPHONE	484.35	792.49	8,400.00	7,607.51	9.4
100-51410-210	GEN ADMIN PUBLICATIONS	572.51	572.51	3,500.00	2,927.49	16.4
100-51410-300	GEN ADMIN CODIFICATION	.00	.00	7,000.00	7,000.00	.0
100-51412-000	ELECTION EXPENSE	72.29	72.29	1,740.00	1,667.71	4.2
100-51412-110	ELECTION WAGES	.00	.00	5,000.00	5,000.00	.0
100-51412-121	ELECTION FICA	.00	.00	20.00	20.00	.0
100-51414-000	SOFTWARE LICENSE & IT SUPPORT	4,073.85	7,381.35	31,590.00	24,208.65	23.4
100-51414-100	LASERFICHE EXPENSE	.00	.00	15,000.00	15,000.00	.0
100-51415-000	LEAGUE EXPENSES/DUES	.00	.00	3,162.00	3,162.00	.0
100-51510-000	INSURANCE EXPENSE	.00	56,491.50	65,000.00	8,508.50	86.9
100-51520-000	ASSESSOR CONTRACT	1,661.76	3,323.48	19,900.00	16,576.52	16.7
100-51521-000	PROPERTY REASSESSMENT	.00	.00	7,900.00	7,900.00	.0
100-51560-000	CONTINGENCY	.00	.00	148,288.00	148,288.00	.0
100-51570-000	AUDIT EXPENSE	677.50	677.50	20,000.00	19,322.50	3.4
100-51610-000	LEGAL SERVICES	.00	.00	50,000.00	50,000.00	.0
100-51720-150	LIONS FIELD HOUSE REPAIR/MAINT	.00	.00	1,300.00	1,300.00	.0
100-51720-160	LIONS FIELD HOUSE SUPPLIES	.00	.00	200.00	200.00	.0
100-51720-170	LIONS FIELD HOUSE GAS	410.04	695.24	1,800.00	1,104.76	38.6
100-51720-171	LIONS FIELD HOUSE ELECTRIC	105.49	105.49	1,400.00	1,294.51	7.5
100-51720-173	LIONS FIELD HOUSE W&S	.00	160.75	1,140.00	979.25	14.1
100-51720-175	JANITORIAL SERVICES	435.74	435.74	5,230.00	4,794.26	8.3
100-51730-150	VH BLDG REPAIRS/MAINT	.00	324.00	13,000.00	12,676.00	2.5
100-51730-160	VH BLDG SUPPLIES	31.85	31.85	3,000.00	2,968.15	1.1
100-51730-170	VH BLDG GAS	544.48	913.39	2,200.00	1,286.61	41.5
100-51730-171	VH BLDG ELECTRIC	887.10	887.10	7,700.00	6,812.90	11.5
100-51730-173	VH BLDG WATER & SEWER	.00	416.70	1,938.00	1,521.30	21.5
100-51730-175	JANITORIAL SERVICES	519.23	519.23	8,100.00	7,580.77	6.4
100-51920-000	LEAGUE EXPENSES/DUES	.00	3,161.38	.00	(3,161.38)	.0
100-51965-000	WMS BAY BUSINESS ASSOC	.00	.00	36,400.00	36,400.00	.0
100-51970-000	SHORT TERM RENTAL ADMIN	.00	6,564.61	6,600.00	35.39	99.5

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL GENERAL GOVERNMENT	25,566.90	111,969.15	767,821.00	655,851.85	14.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC SAFETY					
100-52120-110	POLICE WAGES	50,341.42	74,674.94	583,005.00	508,330.06	12.8
100-52120-111	POLICE PT SHIFT PREMIUM	.00	.00	750.00	750.00	.0
100-52120-112	POLICE OT WAGES	3,582.37	8,670.44	24,654.00	15,983.56	35.2
100-52120-121	POLICE FICA	4,003.58	8,459.23	46,543.00	38,083.77	18.2
100-52120-122	POLICE RETIREMENT	7,059.02	15,043.05	77,021.00	61,977.95	19.5
100-52120-123	POLICE HEALTH INSURANCE	8,641.84	25,663.74	90,063.00	64,399.26	28.5
100-52120-124	POLICE LIFE INSURANCE	73.11	146.22	846.00	699.78	17.3
100-52120-125	POLICE UNIFORMS	157.42	157.42	9,000.00	8,842.58	1.8
100-52120-127	POLICE HSA FUNDING	2,499.96	4,999.92	26,250.00	21,250.08	19.1
100-52120-130	POLICE IT EXPENSE	16,521.89	18,996.88	33,450.00	14,453.12	56.8
100-52120-150	POLICE REPAIRS/MAINT	139.00	950.36	12,024.00	11,073.64	7.9
100-52120-160	POLICE SUPPLIES	368.67	754.97	2,500.00	1,745.03	30.2
100-52120-161	POLICE POSTAGE/CONFINEMENT	.00	.00	150.00	150.00	.0
100-52120-180	POLICE FUEL	1,106.80	2,161.09	20,000.00	17,838.91	10.8
100-52120-190	POLICE TRAINING	1,650.00	7,428.04	18,000.00	10,571.96	41.3
100-52120-200	POLICE TELEPHONE	359.63	603.38	7,000.00	6,396.62	8.6
100-52120-210	POLICE COMMUNITY PROGRAMS	.00	.00	2,500.00	2,500.00	.0
100-52120-215	POLICE GRANT EXPENDITURES	.00	.00	7,000.00	7,000.00	.0
100-52120-220	POLICE LICENSE SUPSENSION FEE	9.00	9.00	.00	(9.00)	.0
100-52120-300	STUDENT RESOURCE OFFICER	.00	.00	92,891.00	92,891.00	.0
100-52130-110	WATER SAFETY PATROL	29,431.00	29,431.00	29,431.00	.00	100.0
100-52130-120	GENEVA LAKE ENVIRONMENTAL AGCY	.00	.00	35,000.00	35,000.00	.0
100-52130-130	GENEVA LAKE LAW ENFORCEMENT	.00	73,000.00	73,000.00	.00	100.0
100-52130-150	EMERGENCY MANAGEMENT	689.95	961.52	5,000.00	4,038.48	19.2
100-52320-106	FIRE DEPT OFFICER PAY	1,879.18	1,879.18	22,550.00	20,670.82	8.3
100-52320-107	FIRE DEPT MEETING PAY	297.00	297.00	4,200.00	3,903.00	7.1
100-52320-108	FIRE DEPT DRILL PAY	837.00	837.00	16,000.00	15,163.00	5.2
100-52320-109	FIRE DEPT CALLS PAY	1,651.00	1,651.00	24,000.00	22,349.00	6.9
100-52320-120	FIRE DEPT TRAINING PAY	.00	.00	3,900.00	3,900.00	.0
100-52320-121	FIRE DEPT FICA	340.10	637.04	5,405.00	4,767.96	11.8
100-52320-122	FIRE DEPT RETIREMENT	88.04	169.05	1,100.00	930.95	15.4
100-52320-130	FIRE DEPT IT	14.00	14.00	1,000.00	986.00	1.4
100-52320-150	FIRE DEPT REPAIRS/MAINT	.00	.00	16,000.00	16,000.00	.0
100-52320-160	FIRE DEPT SUPPLIES	.00	2,485.00	5,000.00	2,515.00	49.7
100-52320-170	FIRE DEPT GAS	1,125.20	2,301.78	5,100.00	2,798.22	45.1
100-52320-171	FIRE DEPT ELECTRIC	162.42	162.42	2,500.00	2,337.58	6.5
100-52320-173	FIRE DEPT WATER & SEWER	.00	153.28	800.00	646.72	19.2
100-52320-180	FIRE DEPT FUEL	.00	51.68	1,000.00	948.32	5.2
100-52320-190	FIRE DEPT TRAINING	.00	.00	5,500.00	5,500.00	.0
100-52320-200	FIRE DEPT TELEPHONE	339.08	1,595.63	3,500.00	1,904.37	45.6
100-52340-106	DIVE TEAM OFFICER PAY	75.00	75.00	900.00	825.00	8.3
100-52340-107	DIVE TEAM MEETING PAY	.00	.00	100.00	100.00	.0
100-52340-108	DIVE TEAM DRILL PAY	.00	.00	1,600.00	1,600.00	.0
100-52340-121	DIVE TEAM FICA	5.74	11.48	200.00	188.52	5.7
100-52340-145	DIVE TEAM TANK MAINTENANCE	.00	.00	1,900.00	1,900.00	.0
100-52340-150	DIVE TEAM REPAIRS/MAINT	.00	.00	600.00	600.00	.0
100-52340-190	DIVE TEAM TRAINING	.00	.00	3,110.00	3,110.00	.0
100-52360-106	RESCUE DEPT OFFICER PAY	449.50	449.50	5,400.00	4,950.50	8.3
100-52360-107	RESCUE DEPT MEETING PAY	81.00	81.00	1,000.00	919.00	8.1
100-52360-108	RESCUE DEPT TRAINING PAY	140.00	140.00	4,000.00	3,860.00	3.5
100-52360-109	RESCUE DEPT CALLS PAY	337.00	337.00	6,500.00	6,163.00	5.2
100-52360-121	RESCUE DEPT FICA	74.69	164.21	1,293.00	1,128.79	12.7

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-52360-122	RESCUE DEPT RETIREMENT	2.34	3.04	20.00	16.96	15.2
100-52360-130	RESCUE DEPT IT EXPENSE	.00	.00	300.00	300.00	.0
100-52360-150	RESCUE DEPT REPAIRS/MAINT	176.02	176.02	1,500.00	1,323.98	11.7
100-52360-160	RESCUE DEPT SUPPLIES	495.55	495.55	2,500.00	2,004.45	19.8
100-52360-170	RESCUE DEPT INTERGOVT AGMNT	.00	.00	763,532.00	763,532.00	.0
100-52360-180	RESCUE DEPT FUEL	.00	.00	500.00	500.00	.0
100-52360-190	RESCUE DEPT TRAINING	.00	.00	500.00	500.00	.0
100-52360-200	RESCUE DEPT TELEPHONE	65.91	108.62	780.00	671.38	13.9
	TOTAL PUBLIC SAFETY	135,270.43	286,386.68	2,109,868.00	1,823,481.32	13.6
	PUBLIC SAFETY					
100-53100-160	BLDG INSP SUPPLIES	.00	.00	2,000.00	2,000.00	.0
100-53100-210	ZONING INSPECTION CONTRACT	195.00	195.00	19,000.00	18,805.00	1.0
100-53100-211	BLDG INSPECTION CONTRACT	7,016.08	7,016.08	88,000.00	80,983.92	8.0
100-53100-215	CODE ENFORCEMENT CONTRACT	3,000.00	3,000.00	20,000.00	17,000.00	15.0
100-53100-220	STR ENFORCEMENT CONTRACT	216.00	216.00	5,000.00	4,784.00	4.3
	TOTAL PUBLIC SAFETY	10,427.08	10,427.08	134,000.00	123,572.92	7.8

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS					
100-54100-110	DPW ADMIN WAGES	3,063.44	4,609.15	39,461.00	34,851.85	11.7
100-54100-121	DPW ADMIN FICA	192.34	380.21	3,019.00	2,638.79	12.6
100-54100-122	DPW ADMIN RETIREMENT	236.76	468.98	3,078.00	2,609.02	15.2
100-54100-123	DPW ADMIN HEALTH INSURANCE	757.75	2,235.93	9,100.00	6,864.07	24.6
100-54100-127	DPW HSA FUNDING	208.33	416.66	2,500.00	2,083.34	16.7
100-54100-300	ENGINEERING	550.00	550.00	15,000.00	14,450.00	3.7
100-54310-110	STREETS WAGES	6,464.44	9,694.92	95,823.00	86,128.08	10.1
100-54310-112	STREETS OT WAGES	174.32	174.32	1,959.00	1,784.68	8.9
100-54310-113	STREETS DBL OT WAGES	170.45	289.53	1,000.00	710.47	29.0
100-54310-121	STREETS FICA	489.35	1,058.77	7,545.00	6,486.23	14.0
100-54310-122	STREETS RETIREMENT	531.11	1,144.97	6,774.00	5,629.03	16.9
100-54310-123	STREETS HEALTH INSURANCE	1,667.11	4,926.87	20,004.00	15,077.13	24.6
100-54310-124	STREETS LIFE INSURANCE	24.50	49.00	235.00	186.00	20.9
100-54310-125	STREETS UNIFORMS	128.52	128.52	2,500.00	2,371.48	5.1
100-54310-127	STREETS HSA FUNDING	419.73	851.87	5,835.00	4,983.13	14.6
100-54310-150	STREETS EQUIP REPAIRS/MAINT	9,378.40	9,478.15	27,000.00	17,521.85	35.1
100-54310-160	STREETS SUPPLIES	1,493.39	1,493.39	6,500.00	5,006.61	23.0
100-54310-170	STREETS GAS	1,059.26	1,699.00	4,000.00	2,301.00	42.5
100-54310-171	STREETS ELECTRIC	478.64	478.64	6,000.00	5,521.36	8.0
100-54310-173	STREETS WATER & SEWER	.00	190.63	960.00	769.37	19.9
100-54310-175	STREETS ROAD MAINTENANCE	.00	.00	25,000.00	25,000.00	.0
100-54310-180	STREETS FUEL	188.68	330.66	9,500.00	9,169.34	3.5
100-54310-190	STREETS TRAINING	244.00	244.00	1,000.00	756.00	24.4
100-54310-200	STREETS TELEPHONE	45.44	67.76	1,000.00	932.24	6.8
100-54310-280	SNOW/ICE CONTROL MATERIALS	247.85	247.85	17,500.00	17,252.15	1.4
100-54310-281	TRAFFIC SIGNS/MARKINGS	.00	.00	2,000.00	2,000.00	.0
100-54310-282	HIGHWAY STRIPING/MARKING	.00	.00	1,000.00	1,000.00	.0
100-54420-000	STREET LIGHTING	2,965.23	5,871.53	35,000.00	29,128.47	16.8
100-54710-000	REFUSE COLLECTIONS	12,892.88	12,892.88	167,550.00	154,657.12	7.7
	TOTAL PUBLIC WORKS	44,071.92	59,974.19	517,843.00	457,868.81	11.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LEISURE ACTIVITIES					
100-55210-110	REC DEPT WAGES	5,855.08	8,528.86	100,304.00	91,775.14	8.5
100-55210-121	REC DEPT FICA	437.85	817.22	7,673.00	6,855.78	10.7
100-55210-122	REC DEPT RETIREMENT	360.00	703.54	4,680.00	3,976.46	15.0
100-55210-123	REC DEPT HEALTH INSURANCE	587.93	1,763.79	7,056.00	5,292.21	25.0
100-55210-124	REC DEPT LIFE INSURANCE	4.54	9.08	60.00	50.92	15.1
100-55210-127	REC DEPT HSA FUNDING	208.33	416.66	2,500.00	2,083.34	16.7
100-55210-130	REC DEPT IT	38.00	38.00	1,545.00	1,507.00	2.5
100-55210-143	BASEBALL FIELD UPKEEP	.00	.00	4,500.00	4,500.00	.0
100-55210-150	REC DEPT REPAIRS/MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
100-55210-160	REC DEPT SUPPLIES	.00	.00	2,200.00	2,200.00	.0
100-55210-190	REC DEPT TRAINING	.00	.00	1,250.00	1,250.00	.0
100-55210-200	REC DEPT TELEPHONE	73.36	121.82	300.00	178.18	40.6
100-55210-210	REC DEPT PUBLICATIONS	.00	.00	3,500.00	3,500.00	.0
100-55210-220	REC DEPT XPRESS BILL PAY	.00	.00	2,100.00	2,100.00	.0
100-55210-270	REC DEPT BASEBALL UNIFORMS	.00	.00	3,000.00	3,000.00	.0
100-55210-271	REC DEPT BASEBALL EXPENSES	.00	.00	8,000.00	8,000.00	.0
100-55210-274	REC DEPT ADULT FITNESS	.00	.00	2,300.00	2,300.00	.0
100-55210-275	REC DEPT PROGRAM EXPENSES	2,051.12	2,051.12	5,800.00	3,748.88	35.4
100-55210-277	REC DEPT GOLF EXPENSES	.00	.00	500.00	500.00	.0
100-55210-278	REC DEPT BOO IN THE BAY	.00	.00	1,000.00	1,000.00	.0
100-55210-280	KAYAK/PADDLEBOARD EXPENSE	.00	400.00	1,000.00	600.00	40.0
100-55410-110	PARKS WAGES	2,479.22	3,718.82	44,020.00	40,301.18	8.5
100-55410-112	PARKS OT WAGES	174.32	174.32	465.00	290.68	37.5
100-55410-113	PARKS DBL OT WAGES	170.45	170.45	465.00	294.55	36.7
100-55410-115	PARKS CONTRACT LABOR	.00	.00	7,500.00	7,500.00	.0
100-55410-120	PARKS UNEMPLOYMENT	.00	.00	100.00	100.00	.0
100-55410-121	PARKS FICA	206.13	414.21	3,439.00	3,024.79	12.0
100-55410-122	PARKS RETIREMENT	220.27	443.02	2,587.00	2,143.98	17.1
100-55410-123	PARKS HEALTH INSURANCE	757.76	2,235.94	9,093.00	6,857.06	24.6
100-55410-124	PARKS LIFE INSURANCE	1.82	3.64	162.00	158.36	2.3
100-55410-125	PARKS UNIFORMS	128.52	128.52	2,000.00	1,871.48	6.4
100-55410-127	PARKS HSA FUNDING	274.68	536.93	2,500.00	1,963.07	21.5
100-55410-148	TENNIS COURT MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
100-55410-150	PARKS REPAIRS/MAINT	86.86	86.86	19,000.00	18,913.14	.5
100-55410-160	PARKS SUPPLIES	.00	.00	1,500.00	1,500.00	.0
100-55410-170	PARKS GAS	732.34	1,076.85	4,000.00	2,923.15	26.9
100-55410-171	PARKS ELECTRIC	1,014.61	1,014.61	5,700.00	4,685.39	17.8
100-55410-173	PARKS WATER & SEWER	.00	829.75	3,740.00	2,910.25	22.2
100-55410-180	PARKS FUEL	58.88	243.49	7,500.00	7,256.51	3.3
100-55411-110	LAKEFRONT WAGES	.00	.00	85,000.00	85,000.00	.0
100-55411-112	LAKEFRONT OT WAGES	.00	.00	5,000.00	5,000.00	.0
100-55411-121	LAKEFRONT FICA	.00	.00	6,502.00	6,502.00	.0
100-55411-125	LAKEFRONT UNIFORMS	.00	.00	1,000.00	1,000.00	.0
100-55411-130	LAKEFRONT IT	.00	.00	500.00	500.00	.0
100-55411-150	LAKEFRONT REPAIRS/MAINT	10.00	10.00	11,000.00	10,990.00	.1
100-55411-153	LAKEFRONT PIER REPAIRS	.00	.00	130,000.00	130,000.00	.0
100-55411-154	LAKEFRONT PIER INSTALLATION	.00	.00	80,000.00	80,000.00	.0
100-55411-160	LAKEFRONT SUPPLIES	5,294.03	5,961.25	9,000.00	3,038.75	66.2
100-55411-200	LAKEFRONT TELEPHONE	66.47	132.58	1,500.00	1,367.42	8.8
100-55412-000	GENEVA LK LEVEL CORP	3,000.00	3,000.00	3,000.00	.00	100.0
100-55415-000	ENHANCEMENT COMMITTEE	.00	.00	800.00	800.00	.0

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TOTAL LEISURE ACTIVITIES	24,292.57	35,031.33	613,341.00	578,309.67	5.7
	CONSERVATION & DEVELOPMENT					
100-56120-000	HOLIDAY DECORATION SUPPLIES	.00	.00	1,500.00	1,500.00	.0
100-56130-000	TREE ENHANCEMENT	.00	.00	8,500.00	8,500.00	.0
100-56420-190	HORVATH PROPERTY EXPENSE	.00	.00	1,000.00	1,000.00	.0
	TOTAL CONSERVATION & DEVELOPMENT	.00	.00	11,000.00	11,000.00	.0
	TOTAL FUND EXPENDITURES	239,628.90	503,788.43	4,153,873.00	3,650,084.57	12.1
	NET REVENUE OVER EXPENDITURES	(122,673.53)	300,235.17	164,545.00	(135,690.17)	182.5

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

POLCE DEPT DONATIONS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERGOVERNMENTAL					
110-42004	POLICE DONATIONS	.00	100.00	200.00	100.00	50.0
	TOTAL INTERGOVERNMENTAL	.00	100.00	200.00	100.00	50.0
	TOTAL FUND REVENUE	.00	100.00	200.00	100.00	50.0
	NET REVENUE OVER EXPENDITURES	.00	100.00	200.00	100.00	50.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

ARPA LOCAL RECOVERY FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS					
115-49200	OPERATING TRANSFER IN	.00	.00	276,220.00	276,220.00	.0
	TOTAL MISCELLANEOUS	.00	.00	276,220.00	276,220.00	.0
	TOTAL FUND REVENUE	.00	.00	276,220.00	276,220.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

ARPA LOCAL RECOVERY FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE DONATION EXPENDITURES					
115-52320-165	ARPA LOCAL RECOV EXPENDITURES	.00	.00	276,220.00	276,220.00	.0
	TOTAL POLICE DONATION EXPENDITURES	.00	.00	276,220.00	276,220.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	276,220.00	276,220.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC CHARGES FOR SERVICE					
200-44460	WATER RESIDENTIAL SALES	255.82	301.90	510,600.00	510,298.10	.1
200-44461	WATER COMMERCIAL SALES	.00	109.25	102,000.00	101,890.75	.1
200-44463	WATER PUBLIC FIRE PROTECTION	103.76	153.71	230,000.00	229,846.29	.1
200-44464	WATER PUBLIC AUTH SALES	.00	.00	15,500.00	15,500.00	.0
200-44465	PRIVATE FIRE REVENUE-WTR	.00	.00	4,000.00	4,000.00	.0
200-44466	MULTIFAMILY RESIDENTIAL	.00	.00	20,000.00	20,000.00	.0
200-44470	WATER FORFEITED DISCOUNTS	.00	649.79	2,500.00	1,850.21	26.0
200-44474	WATER OTHER REVENUE	.00	.00	2,000.00	2,000.00	.0
200-44475	IMPACT FEES	.00	.00	62,950.00	62,950.00	.0
	TOTAL PUBLIC CHARGES FOR SERVICE	359.58	1,214.65	949,550.00	948,335.35	.1
	COMMERCIAL					
200-48004	INTEREST ON INVESTMENTS	25,941.65	52,470.60	70,000.00	17,529.40	75.0
200-48005	PROPERTY RENTAL/TOWER LEASE	.00	29,585.30	60,000.00	30,414.70	49.3
200-48420	IMPACT FEE INTEREST INCOME	458.32	936.64	1,000.00	63.36	93.7
	TOTAL COMMERCIAL	26,399.97	82,992.54	131,000.00	48,007.46	63.4
	TOTAL FUND REVENUE	26,759.55	84,207.19	1,080,550.00	996,342.81	7.8

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER UTILITY					
200-57346-000	NEW WATER METERS	.00	2,437.42	25,000.00	22,562.58	9.8
200-57346-100	METER REPLACEMENT PROGRAM	4,544.00	4,544.00	30,000.00	25,456.00	15.2
200-57599-000	WATER INSURANCE EXPENSE	.00	28,245.75	.00	(28,245.75)	.0
200-57600-150	WELL #3 - REPAIRS	690.00	690.00	800.00	110.00	86.3
200-57601-150	WELL #1 - REPAIRS	.00	.00	800.00	800.00	.0
200-57602-150	WELL #2 - REPAIRS	.00	.00	800.00	800.00	.0
200-57610-140	WATER FUND CAPITAL OUTLAY	2,510.00	2,510.00	303,500.00	300,990.00	.8
200-57622-170	WATER POWER - NATURAL GAS	1,259.60	1,806.44	.00	(1,806.44)	.0
200-57622-171	WATER POWER - ELECTRIC	5,974.49	5,974.49	.00	(5,974.49)	.0
200-57623-160	WATER PUMPING SUPPLIES	44.99	44.99	200.00	155.01	22.5
200-57623-170	WATER TESTING	128.00	128.00	3,000.00	2,872.00	4.3
200-57630-110	WATER TREATMENT - WAGES	3,985.22	5,976.09	.00	(5,976.09)	.0
200-57630-113	WATER TREATMENT - DBL OT WAGES	.00	119.08	.00	(119.08)	.0
200-57630-121	WATER TREATMENT - FICA	283.20	648.06	.00	(648.06)	.0
200-57630-122	WATER TREATMENT - RETIREMENT	310.84	705.67	.00	(705.67)	.0
200-57630-123	WATER TREATMENT - HEALTH INS	890.69	2,653.61	.00	(2,653.61)	.0
200-57630-124	WATER TREATMENT - LIFE INS	10.08	20.16	.00	(20.16)	.0
200-57630-127	WATER TREATMENT HSA FUNDING	277.75	555.48	.00	(555.48)	.0
200-57631-160	WATER TREATMENT CHEMICALS	5,034.24	5,034.24	140,000.00	134,965.76	3.6
200-57632-160	WATER TREATMENT SUPPLIES	.00	.00	2,200.00	2,200.00	.0
200-57635-150	WATER TREATMENT REPAIRS/ MAINT	1,412.79	1,412.79	5,000.00	3,587.21	28.3
200-57640-110	WATER DISTRIBUTION - WAGES	3,986.36	5,977.64	.00	(5,977.64)	.0
200-57640-113	WATER DISTRIBUTION-DBL OT WAGE	.00	119.12	.00	(119.12)	.0
200-57640-121	WATER DISTRIBUTION - FICA	283.30	648.25	.00	(648.25)	.0
200-57640-122	WATER DISTRIBUTION -RETIREMENT	310.94	705.91	.00	(705.91)	.0
200-57640-123	WATER DISTRIBUTION - HLTH INS	890.69	2,653.61	.00	(2,653.61)	.0
200-57640-124	WATER DISTRIBUTION - LIFE INS	10.08	20.16	.00	(20.16)	.0
200-57640-127	WATER DISTRIBUTION HSA FUNDING	277.82	555.68	.00	(555.68)	.0
200-57641-160	WATER DISTRIBUTION SUPPLIES	953.00	953.00	6,000.00	5,047.00	15.9
200-57650-150	WATER TOWERS REPAIRS/MAINT	.00	.00	1,000.00	1,000.00	.0
200-57651-150	WATER MAINS REPAIRS/MAINT	1,160.00	1,160.00	35,000.00	33,840.00	3.3
200-57652-150	WATER SERVICES REPAIRS/ MAINT	2,369.94	2,369.94	5,000.00	2,630.06	47.4
200-57653-151	WATER METER TESTING	.00	.00	3,000.00	3,000.00	.0
200-57654-150	HYDRANT REPAIRS/MAINT	.00	.00	12,000.00	12,000.00	.0
200-57656-150	CROSS CONNECTION INSPECTION	1,590.00	1,590.00	19,080.00	17,490.00	8.3
200-57902-110	WATER ACCOUNTING - WAGES	3,679.08	5,518.56	.00	(5,518.56)	.0
200-57902-121	WATER ACCOUNTING - FICA	268.04	528.74	.00	(528.74)	.0
200-57902-122	WATER ACCOUNTING- RETIREMENT	286.96	566.43	.00	(566.43)	.0
200-57902-123	WATER ACCOUNTING - HEALTH INS	1,236.67	3,700.95	.00	(3,700.95)	.0
200-57902-127	WATER ACCT HSA FUNDING	208.33	416.68	.00	(416.68)	.0
200-57903-125	WATER METER READING - UNIFORMS	378.34	378.34	5,500.00	5,121.66	6.9
200-57920-110	WATER ADMIN - WAGES	1,531.72	2,304.59	.00	(2,304.59)	.0
200-57920-121	WATER ADMIN - FICA	96.18	295.65	.00	(295.65)	.0
200-57920-122	WATER ADMIN - RETIREMENT	118.38	274.65	.00	(274.65)	.0
200-57920-123	WATER ADMIN - HEALTH INS	(112.32)	1,059.03	.00	(1,059.03)	.0
200-57920-127	WATER ADMIN HSA FUNDING	104.17	208.33	.00	(208.33)	.0
200-57921-160	WATER OFFICE SUPPLIES	871.18	1,550.43	.00	(1,550.43)	.0
200-57921-200	WATER TELEPHONE	102.68	134.14	.00	(134.14)	.0
200-57922-000	SOFTWARE LIC FEES & IT SUPPORT	31.00	31.00	.00	(31.00)	.0
200-57925-000	WATER AUDIT EXPENSE	338.75	338.75	.00	(338.75)	.0
200-57930-130	WATER DRUG TESTING EXPENSE	125.00	125.00	500.00	375.00	25.0
200-57930-140	WATER DIGGERS HOTLINE EXPENSE	665.60	665.60	2,900.00	2,234.40	23.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
200-57930-190	WATER TRAINING EXPENSE	116.35	116.35	3,000.00	2,883.65	3.9
200-57933-150	WATER TRANSP REPAIRS/MAINT	.00	.00	1,500.00	1,500.00	.0
200-57933-180	WATER FUEL EXPENSE	22.14	133.07	900.00	766.93	14.8
200-57935-150	WATER PLANT REPAIRS/MAINT	4,849.94	4,849.94	20,000.00	15,150.06	24.3
200-57951-000	WATER SHOP TOOLS	95.97	95.97	500.00	404.03	19.2
200-57952-000	WATER LAB EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
	TOTAL WATER UTILITY	54,202.18	103,551.78	630,180.00	526,628.22	16.4
	WATER UTILITY					
200-58801-000	IT SUPPORT/ANNUAL FEES	3,977.00	3,977.00	.00	(3,977.00)	.0
	TOTAL WATER UTILITY	3,977.00	3,977.00	.00	(3,977.00)	.0
	TOTAL FUND EXPENDITURES	58,179.18	107,528.78	630,180.00	522,651.22	17.1
	NET REVENUE OVER EXPENDITURES	(31,419.63)	(23,321.59)	450,370.00	473,691.59	(5.2)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

FIRE DEPARTMENT 2% DUES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERGOVERNMENTAL					
215-42004	2% FIRE DUES	.00	.00	28,000.00	28,000.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	28,000.00	28,000.00	.0
	TOTAL FUND REVENUE	.00	.00	28,000.00	28,000.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

FIRE DEPARTMENT 2% DUES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	2% DUES EXPENDITURES					
215-52320-106	FIRE INSPECTOR OFFICER WAGES	500.00	500.00	6,000.00	5,500.00	8.3
215-52320-121	FIRE INSPECTOR FICA	50.34	89.40	460.00	370.60	19.4
215-52320-165	FIRE DUES 2% EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
	TOTAL 2% DUES EXPENDITURES	550.34	589.40	16,460.00	15,870.60	3.6
	TOTAL FUND EXPENDITURES	550.34	589.40	16,460.00	15,870.60	3.6
	NET REVENUE OVER EXPENDITURES	(550.34)	(589.40)	11,540.00	12,129.40	(5.1)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

ACT 102 RESCUE GRANT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERGOVERNMENTAL					
220-42004	ACT 102 GRANT	.00	.00	2,500.00	2,500.00	.0
220-42006	ACT 102 - ARPA SUPPLEMENT	.00	.00	12,195.00	12,195.00	.0
220-42100	EMS FLEX GRANT	.00	.00	44,502.00	44,502.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	59,197.00	59,197.00	.0
	MISCELLANEOUS					
220-49200	OPERATING TRANSFER IN	.00	.00	49,402.00	49,402.00	.0
	TOTAL MISCELLANEOUS	.00	.00	49,402.00	49,402.00	.0
	TOTAL FUND REVENUE	.00	.00	108,599.00	108,599.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

ACT 102 RESCUE GRANT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ACT 102 GRANT EXPENDITURES					
220-52320-165	ACT 102 EXPENDITURES	.00	.00	7,400.00	7,400.00	.0
220-52320-170	ACT 102 ARPA EXPENDITURES	.00	.00	12,195.00	12,195.00	.0
220-52320-200	EMS FLEX GRANT EXPENDITURES	.00	89,005.00	89,004.00	(1.00)	100.0
	TOTAL ACT 102 GRANT EXPENDITURES	.00	89,005.00	108,599.00	19,594.00	82.0
	TOTAL FUND EXPENDITURES	.00	89,005.00	108,599.00	19,594.00	82.0
	NET REVENUE OVER EXPENDITURES	.00	(89,005.00)	.00	89,005.00	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
225-41100	RECYCLING TAX LEVY	.00	18,383.70	84,464.00	66,080.30	21.8
	TOTAL TAXES	.00	18,383.70	84,464.00	66,080.30	21.8
	INTERGOVERNMENTAL					
225-42500	STATE RECYCLING GRANTS	.00	.00	8,500.00	8,500.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	8,500.00	8,500.00	.0
	MISCELLANEOUS					
225-49200	OPERATING TRANSFER IN	.00	.00	16,261.00	16,261.00	.0
	TOTAL MISCELLANEOUS	.00	.00	16,261.00	16,261.00	.0
	TOTAL FUND REVENUE	.00	18,383.70	109,225.00	90,841.30	16.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RECYCLING					
225-54635-130	RECYCLING OTHER EXPENSE	.00	.00	19,000.00	19,000.00	.0
225-54635-131	RECYCLING FEES	6,805.76	6,805.76	81,725.00	74,919.24	8.3
225-54635-150	RECYCLING REPAIRS/MAINT	.00	.00	3,000.00	3,000.00	.0
225-54635-160	RECYCLING PROGRAM SUPPLIES	.00	.00	500.00	500.00	.0
225-54635-165	RECYCLING TIPPING FEES	2,507.33	2,507.33	5,000.00	2,492.67	50.2
	TOTAL RECYCLING	9,313.09	9,313.09	109,225.00	99,911.91	8.5
	TOTAL FUND EXPENDITURES	9,313.09	9,313.09	109,225.00	99,911.91	8.5
	NET REVENUE OVER EXPENDITURES	(9,313.09)	9,070.61	.00	(9,070.61)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

KISHWAUKETOE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	KNC OPERATIONS					
230-58100-110	KNC REGULAR WAGES	4,318.50	8,363.50	.00	(8,363.50)	.0
230-58100-121	KNC FICA	324.72	628.51	.00	(628.51)	.0
230-58100-122	KNC RETIREMENT	306.15	603.72	.00	(603.72)	.0
230-58100-123	KNC HEALTH INSURANCE	587.93	1,763.79	.00	(1,763.79)	.0
230-58100-124	KNC LIFE INSURANCE	3.53	7.06	.00	(7.06)	.0
230-58100-127	KNC HSA FUNDING	208.33	416.66	.00	(416.66)	.0
	TOTAL KNC OPERATIONS	5,749.16	11,783.24	.00	(11,783.24)	.0
	TOTAL FUND EXPENDITURES	5,749.16	11,783.24	.00	(11,783.24)	.0
	NET REVENUE OVER EXPENDITURES	(5,749.16)	(11,783.24)	.00	11,783.24	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

FIRE & DIVE TEAM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
260-47500	INTEREST INCOME	35.75	73.05	.00	(73.05)	.0
	TOTAL SOURCE 47	35.75	73.05	.00	(73.05)	.0
	TOTAL FUND REVENUE	35.75	73.05	.00	(73.05)	.0
	NET REVENUE OVER EXPENDITURES	35.75	73.05	.00	(73.05)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

RESCUE SQUAD FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
270-47500	INTEREST INCOME	33.61	69.21	.00	(69.21)	.0
	TOTAL SOURCE 47	33.61	69.21	.00	(69.21)	.0
	TOTAL FUND REVENUE	33.61	69.21	.00	(69.21)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

RESCUE SQUAD FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
270-52500-000	RESCUE SQUAD EXPENSES	.00	898.78	.00	(898.78)	.0
	TOTAL COST CATEGORY 52	.00	898.78	.00	(898.78)	.0
	TOTAL FUND EXPENDITURES	.00	898.78	.00	(898.78)	.0
	NET REVENUE OVER EXPENDITURES	33.61	(829.57)	.00	829.57	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC CHARGES FOR SERVICE					
300-44460	SEWER RESIDENTIAL SALES	482.22	589.04	990,000.00	989,410.96	.1
300-44461	SEWER COMMERCIAL SALES	.00	(5,553.49)	160,000.00	165,553.49	(3.5)
300-44464	SEWER PUBLIC AUTHORITY SALES	.00	(92.50)	13,800.00	13,892.50	(.7)
300-44470	SEWER FORFEITED DISCOUNTS	.00	770.72	4,000.00	3,229.28	19.3
300-44475	SEWER CONNECTION FEE	.00	.00	67,500.00	67,500.00	.0
	TOTAL PUBLIC CHARGES FOR SERVICE	482.22	(4,286.23)	1,235,300.00	1,239,586.23	(.4)
	COMMERCIAL					
300-48004	INTEREST ON INVESTMENTS	10,730.29	22,203.27	40,000.00	17,796.73	55.5
300-48005	PROPERTY RENTAL INCOME	13,395.00	13,395.00	13,395.00	.00	100.0
	TOTAL COMMERCIAL	24,125.29	35,598.27	53,395.00	17,796.73	66.7
	TOTAL FUND REVENUE	24,607.51	31,312.04	1,288,695.00	1,257,382.96	2.4

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SEWER UTILITY					
300-58801-000	IT SUPPORT/ANNUAL FEES	1,988.50	1,988.50	.00	(1,988.50)	.0
300-58964-110	SEWER ACCOUNTING - WAGES	3,679.08	5,518.56	.00	(5,518.56)	.0
300-58964-121	SEWER ACCOUNTING - FICA	268.06	528.76	.00	(528.76)	.0
300-58964-122	SEWER ACCOUNTING - RETIREMENT	286.96	566.43	.00	(566.43)	.0
300-58964-123	SEWER ACCOUNTING - HEALTH INS	1,236.67	3,700.95	.00	(3,700.95)	.0
300-58964-127	SEWER ACCT HSA FUNDING	208.33	416.66	.00	(416.66)	.0
300-58965-110	SEWER ADMIN - WAGES	1,531.72	2,304.59	.00	(2,304.59)	.0
300-58965-121	SEWER ADMIN - FICA	96.16	295.61	.00	(295.61)	.0
300-58965-122	SEWER ADMIN - RETIREMENT	118.38	274.64	.00	(274.64)	.0
300-58965-123	SEWER ADMIN - HEALTH INS	(112.32)	1,059.03	.00	(1,059.03)	.0
300-58965-127	SEWER ADMIN HSA FUNDING	104.16	208.33	.00	(208.33)	.0
300-58965-140	SEWER CAPITAL OUTLAY	.00	.00	2,800,000.00	2,800,000.00	.0
300-58966-160	SEWER OPERATING SUPPLIES	.00	.00	500.00	500.00	.0
300-58966-170	SEWER UTILITIES - NATURAL GAS	268.66	424.68	.00	(424.68)	.0
300-58966-171	SEWER UTILITIES - ELECTRIC	1,322.25	1,322.25	.00	(1,322.25)	.0
300-58967-000	SEWER FUEL EXPENSE	22.15	133.08	1,500.00	1,366.92	8.9
300-58967-150	SEWER VEHICLE REPAIRS & MAINT	.00	.00	1,500.00	1,500.00	.0
300-58968-150	SEWER COLLECTION SYSTEM MAINT	282.15	282.15	7,500.00	7,217.85	3.8
300-58969-160	SEWER OFFICE SUPPLIES	871.19	1,550.44	.00	(1,550.44)	.0
300-58969-200	SEWER TELEPHONE	102.68	134.14	.00	(134.14)	.0
300-58972-000	SEWER AUDIT EXPENSE	338.75	338.75	.00	(338.75)	.0
300-58974-000	SEWER INSURANCE EXPENSE	.00	28,245.75	.00	(28,245.75)	.0
300-58975-130	SEWER DRUG TESTING EXPENSE	.00	.00	200.00	200.00	.0
300-58975-190	SEWER TRAINING EXPENSE	.00	.00	250.00	250.00	.0
300-58976-000	SEWER REPLACEMENT FUND	.00	.00	23,500.00	23,500.00	.0
300-58978-000	SLIP LINERS	.00	.00	50,000.00	50,000.00	.0
300-58980-300	WALCOMET SEWERAGE EXPENSES	54,748.35	54,748.35	.00	(54,748.35)	.0
300-58996-000	I & I REDUCTION	.00	.00	35,000.00	35,000.00	.0
	TOTAL SEWER UTILITY	67,361.88	104,041.65	2,919,950.00	2,815,908.35	3.6
	TOTAL FUND EXPENDITURES	67,361.88	104,041.65	2,919,950.00	2,815,908.35	3.6
	NET REVENUE OVER EXPENDITURES	(42,754.37)	(72,729.61)	(1,631,255.00)	(1,558,525.39)	(4.5)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

LIBRARY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
400-41100	LIBRARY FUND TAX LEVY	.00	48,342.98	222,112.00	173,769.02	21.8
	TOTAL TAXES	.00	48,342.98	222,112.00	173,769.02	21.8
	COMMERCIAL					
400-48004	INTEREST ON BANK ACCOUNT	816.95	1,667.52	300.00	(1,367.52)	555.8
400-48905	COUNTY REIMBURSEMENT	.00	.00	117,149.00	117,149.00	.0
400-48970	MISC REVENUE	600.00	600.00	.00	(600.00)	.0
	TOTAL COMMERCIAL	1,416.95	2,267.52	117,449.00	115,181.48	1.9
	TOTAL FUND REVENUE	1,416.95	50,610.50	339,561.00	288,950.50	14.9

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

LIBRARY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LIBRARY OPERATIONS					
400-58100-110	LIBRARY WAGES	15,993.69	23,642.28	191,635.00	167,992.72	12.3
400-58100-121	LIBRARY FICA	1,090.24	2,022.24	14,660.00	12,637.76	13.8
400-58100-122	LIBRARY RETIREMENT	835.54	1,609.92	10,440.00	8,830.08	15.4
400-58100-123	LIBRARY HEALTH INSURANCE	2,318.24	6,832.28	27,900.00	21,067.72	24.5
400-58100-127	LIBRARY HSA FUNDING	468.74	3,437.48	8,125.00	4,687.52	42.3
400-58100-130	LIBRARY EQUIPMENT	.00	.00	2,900.00	2,900.00	.0
400-58100-135	LIBRARY ADMINISTRATION COSTS	1,011.22	1,857.58	9,500.00	7,642.42	19.6
400-58100-155	LIBRARY BLDG SUPPLIES	227.74	227.74	1,000.00	772.26	22.8
400-58100-160	LIBRARY SUPPLIES	118.70	118.70	4,000.00	3,881.30	3.0
400-58100-161	LIBRARY POSTAGE	.00	.00	57.00	57.00	.0
400-58100-170	LIBRARY BLDG GAS	723.12	1,213.39	3,500.00	2,286.61	34.7
400-58100-171	LIBRARY BLDG ELECTRIC	635.75	635.75	6,800.00	6,164.25	9.4
400-58100-173	LIBRARY BLDG WATER & SEWER	.00	190.63	1,130.00	939.37	16.9
400-58100-175	JANITORIAL SERVICES	675.00	675.00	8,100.00	7,425.00	8.3
400-58100-200	LIBRARY TELEPHONE	230.05	334.45	2,820.00	2,485.55	11.9
400-58200-000	ADULT PRINT	396.50	396.50	10,000.00	9,603.50	4.0
400-58200-100	ADULT DIGITAL	216.72	216.72	1,500.00	1,283.28	14.5
400-58201-000	CHILDREN PRINT	391.16	391.16	5,000.00	4,608.84	7.8
400-58201-100	CHILDREN DIGITAL	345.69	345.69	1,032.00	686.31	33.5
400-58210-000	LIBRARY TRAINING & CONFERENCES	.00	.00	1,000.00	1,000.00	.0
400-58220-000	LIBRARY MILEAGE EXPENSE	50.95	50.95	300.00	249.05	17.0
400-58230-000	PROGRAMS FOR CHILDREN & ADULTS	1,057.84	1,057.84	2,000.00	942.16	52.9
400-58232-000	LIBRARY CRAFTS	.00	.00	500.00	500.00	.0
400-58240-000	LIBRARY MEDIA	561.89	1,561.89	2,000.00	438.11	78.1
400-58280-000	LIBRARY PERIODICALS	302.28	2,151.18	2,300.00	148.82	93.5
400-58310-000	IT/LICENSES/CONTRACTED SERVICE	8,556.12	9,246.12	15,000.00	5,753.88	61.6
	TOTAL LIBRARY OPERATIONS	36,207.18	58,215.49	333,199.00	274,983.51	17.5
	TOTAL FUND EXPENDITURES	36,207.18	58,215.49	333,199.00	274,983.51	17.5
	NET REVENUE OVER EXPENDITURES	(34,790.23)	(7,604.99)	6,362.00	13,966.99	(119.5)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

LIBRARY DONATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMERCIAL					
410-48925	FRIENDS REVENUE	.00	128.00	3,000.00	2,872.00	4.3
410-48940	LIBRARY CHAPIN REVENUE	.00	.00	4,000.00	4,000.00	.0
410-48955	DONOR DESIGNATED FUNDS	.00	200.00	1,618.00	1,418.00	12.4
410-48960	MISC REV FOR BOARD COMMITTMENT	202.00	855.50	5,783.00	4,927.50	14.8
	TOTAL COMMERCIAL	202.00	1,183.50	14,401.00	13,217.50	8.2
	TOTAL FUND REVENUE	202.00	1,183.50	14,401.00	13,217.50	8.2

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

LIBRARY DONATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LIBRARY OPERATIONS					
410-58200-101	BOOKS, BOARD COMMITTED	49.28	49.28	200.00	150.72	24.6
410-58200-102	BOOKS, DONOR DESIGNATED	128.83	128.83	500.00	371.17	25.8
410-58240-101	MEDIA, DONOR DESIGNATED	.00	.00	618.00	618.00	.0
410-58250-000	LIBRARY CHAPIN EXPENDITURES	136.25	235.59	4,000.00	3,764.41	5.9
410-58255-000	LIB FRIENDS EXPENDITURE	310.88	310.88	3,000.00	2,689.12	10.4
410-58330-000	DONOR DESIGNATED EXPENDITURES	.00	.00	700.00	700.00	.0
410-58340-000	BOARD COMMITTED EXPENDITURES	226.34	226.34	3,345.00	3,118.66	6.8
	TOTAL LIBRARY OPERATIONS	851.58	950.92	12,363.00	11,412.08	7.7
	TOTAL FUND EXPENDITURES	851.58	950.92	12,363.00	11,412.08	7.7
	NET REVENUE OVER EXPENDITURES	(649.58)	232.58	2,038.00	1,805.42	11.4

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

FIREWORKS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERGOVERNMENTAL					
415-42004	FIREWORKS DONATION	.00	.00	26,000.00	26,000.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	26,000.00	26,000.00	.0
	TOTAL FUND REVENUE	.00	.00	26,000.00	26,000.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

FIREWORKS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIREWORKS EXPENDITURE					
415-52320-165	FIREWORKS EXPENDITURE	.00	.00	26,000.00	26,000.00	.0
	TOTAL FIREWORKS EXPENDITURE	.00	.00	26,000.00	26,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	26,000.00	26,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COST CATEGORY 52					
500-52120-140	POLICE DEPT CAPITAL OUTLAY	.00	.00	66,800.00	66,800.00	.0
500-52130-140	EMERGENCY MGT CAPITAL OUTLAY	.00	.00	85,000.00	85,000.00	.0
500-52320-140	FIRE SUPPRESSION/CAPITAL OUTLA	.00	109,975.00	.00	(109,975.00)	.0
	TOTAL COST CATEGORY 52	.00	109,975.00	151,800.00	41,825.00	72.5
	COST CATEGORY 54					
500-54310-140	STREETS/HIGHWAYS	.00	.00	500,000.00	500,000.00	.0
	TOTAL COST CATEGORY 54	.00	.00	500,000.00	500,000.00	.0
	COST CATEGORY 55					
500-55410-140	PARKS/CAPITAL OUTLAY	1,077.50	1,077.50	752,000.00	750,922.50	.1
500-55411-140	BEACH/LAUNCH/LAKEFRONT/CAPITAL	.00	.00	75,000.00	75,000.00	.0
	TOTAL COST CATEGORY 55	1,077.50	1,077.50	827,000.00	825,922.50	.1
	TOTAL FUND EXPENDITURES	1,077.50	111,052.50	1,478,800.00	1,367,747.50	7.5
	NET REVENUE OVER EXPENDITURES	(1,077.50)	(111,052.50)	(1,478,800.00)	(1,367,747.50)	(7.5)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
600-41100	TAX LEVY-DEBT SERVICE	.00	195,768.90	899,461.00	703,692.10	21.8
	TOTAL TAXES	.00	195,768.90	899,461.00	703,692.10	21.8
	TOTAL FUND REVENUE	.00	195,768.90	899,461.00	703,692.10	21.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
600-59160-000	PRINCIPAL-DEBT SERVICE LTD	.00	.00	611,427.00	611,427.00	.0
600-59260-000	INTEREST-DEBT SERVICE LTD	.00	.00	288,034.00	288,034.00	.0
	TOTAL COST CATEGORY 59	.00	.00	899,461.00	899,461.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	899,461.00	899,461.00	.0
	NET REVENUE OVER EXPENDITURES	.00	195,768.90	.00	(195,768.90)	.0

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO ZONING ORDINANCE OF THE VILLAGE OF WILLIAMS BAY

PLEASE TAKE NOTICE that a public hearing will be held before the Plan Commission of the Village of Williams Bay on **Tuesday, March 14, 2023 at 6:30 p.m.** at the Village Hall Council Room located at 250 Williams Street, Williams Bay, Wisconsin. The purpose of the public hearing is to take public comment concerning the proposed ordinances amending sections 390-0207C and 390-0223C and repealing and recreating section 390-0811 of the Zoning Ordinance of the Village of Williams Bay, regulating communication towers. Copies of the full proposed ordinances are available for public inspection at the office of the Village Clerk located at the Village Hall.

All interested in the above matter, their attorneys and representatives are invited to attend this public hearing to be heard.

DATED this 15th day of February 2023.

Tina Kolls
Village Clerk
Published February 23 and March 2, 2023 in the Lake Geneva Regional News

---

DO NOT PRINT THE CONTENTS BELOW THIS LINE

Sent to paper February 15, 2023

ORDINANCE #2023 - 02
REPEALING AND RECREATING SEC. 390-0811 OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY RELATING TO COMMUNICATION TOWERS

WHEREAS, a duly noticed public hearing was held by the Plan Commission regarding repealing and recreating Sec. 390-0811 of the Code of Ordinances to bring same into conformity with the requirements of Wis. Stat. Sec. 66.0404 regarding communication towers; and

WHEREAS, after said public hearing, the Plan Commission having recommended to the Village Board to repeal the current Sec. 390.0811 and adopt the new Sec. 390-0811; and

WHEREAS, the Village Board having determined that it is appropriate to adopt such revisions to the Zoning Code to bring same into conformity with the Wisconsin Statutes regarding communication towers to regulate the siting and application requirements for new tower construction and modification of existing towers;

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

SECTION 1: § 390-0811 of the Code of Ordinances of the Village of Williams Bay is hereby repealed and recreated to read as follows:

§ 480-111. Communication Towers.

A. Purpose. The purpose of this section is to regulate the placement and maintenance of communication towers in order to prevent the creation of nuisances and promote the health, safety and general welfare of the public.

B. **Applicability**. The requirements of this section apply to all communication towers as described in §390-0311E of this chapter.

C. Definitions.

Antenna shall mean communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of mobile services.

Collocation shall mean a Class 1 or Class 2 collocation or both.

Class 1 collocation shall mean the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility but does need to engage in substantial modification.

Class 2 collocation shall mean the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility or engage in substantial modification.

Equipment compound shall mean an area surrounding or adjacent to the base of an existing support structure within which is located mobile service facilities.

Existing structure shall mean a support structure that exists at the time a request for permission to place mobile service facilities on a support structure is filed with the Village.

Mobile service facility shall mean the set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discrete geographic area, but does not include the underlying support structure.

Mobile service provider shall mean a person who provides mobile service.

Mobile service support structure shall mean a freestanding structure that is designed to support a mobile service facility.

Search ring shall mean a shape drawn on a map to indicate the general area which a mobile service support structure should be located to meet radio frequency engineering requirements, taking into account other factors including topography and the demographics of the service area.

Substantial modification shall mean the modification of a mobile service support structure, including the mounting of an antenna on such a structure, that does any of the following:

(1) For structures with an overall height of 200 feet or less, increases the overall height of the structure by more than 20 feet.
(2) For structures with an overall height of more than 200 feet, increases the overall height of the structure by 10 percent or more.
(3) Measured at the level of the appurtenance added to the structure as a result of the modification, increases the width of the support structure by 20 feet or more, unless a larger area is necessary for collocation.
(4) Increases the square footage of an existing equipment compound to a total area of more than 2,500 square feet.

Support structure shall mean an existing or new structure that supports or can support a mobile service facility, including a mobile service support structure, utility pole, water tower, building or other structure.

D. Review and Approval. Through both the site plan review process (§390-1206) and the conditional use process ((§390-1207), the Plan Commission shall be responsible to have authority to hear, review and act upon all proposed new communication towers and all Class 1 collocations.

E. Class 2 Collocation.

(1) **Application.** If an applicant submits to the Village Clerk an application for a permit to engage in a Class 2 collocation, the application shall contain the following: (1) name and business address of, and the contact individual for, the applicant, (2) the location of the affected support structure, and (3) the location of the proposed mobile service facility. A fee as set by resolution of the Village Board but not to exceed five-hundred dollars ($500.00) or other monetary amount as set by Sec. 66.0404 (4)(d), Wis. Stats.,

shall also be submitted with the application. After such information is obtained, the application shall be considered complete. If any of the required information is not in the application, the Zoning Administrator shall notify the applicant in writing, within five (5) days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.

(2) **Determination.** Within forty-five (45) days of its receipt of a complete application, the Zoning Administrator shall complete all of the following or the applicant may consider the application approved, except that the applicant and the Zoning Administrator may agree in writing to an extension of the forty-five (45) day period:

a. Make a final decision whether to approve or disapprove the application.
b. Notify the applicant, in writing, of its final decision.
c. If the application is approved, issue the applicant the relevant permit.
d. If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.

(3) A party who is aggrieved by the final decision of the Zoning Administrator may bring an action in the circuit court of Walworth County.

F. Class 1 Collocation and New Construction.

(1) **Conditional use permit**. A conditional use shall be allowed only after approval by the Plan Commission and issuance of a Conditional Use Permit in accordance with the procedures listed in (2)-(6).

(2) **Application**. An applicant shall submit to the Village Clerk a Conditional Use Permit Application along with the following information:

a) The name and business address of, and the contact individual for, the applicant.

b) The location of the proposed or affected support structure.

c) The location of the proposed mobile service facility.

d) A plan for Walworth County-wide coverage of the provider's antenna locations for existing and proposed towers, containing all of the following information: (1) tower height and design, including a cross section and elevation, (2) location of tower and support structure(s), equipment buildings, security structures, vegetation, lot lines, access road(s) and other significant features, and (3) height above grade for all potential mounting positions and collocated antennas and minimum separation distances between antennas;

e) A site plan containing all of the following information: (1) tower capacity, including the number and type of antennas it can accommodate, (2) steps the applicant will take to avoid interference with established public safety telecommunications, (3) proof the proposed tower/antenna complies with the regulations set forth by the Federal Aviation Administration (FAA) and Federal Communications Commission (FCC), (4) proof provided by a qualified and

licensed professional engineer that the tower/antenna meets all applicable structural and electrical standards and requirements, and (5) engineer's stamp and registration number.

f) If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.

g) If the application is to construct a mobile service support structure, a construction plan which describes the proposed mobile service support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling and related equipment to be placed on or around the new mobile service support structure.

h) If the application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity, is technically infeasible, or is economically burdensome to the mobile service provider.

i) An application fee as set by resolution of the Village Board but not to exceed three thousand dollars ($3,000.00), or other monetary amount as set by s. 66.0404 (4) (d), Wis. Stats.

3) **Application Complete.** The Zoning Administrator shall provide written notice to the applicant as to the completeness of the application within ten (10) days of receipt of said application by the Village. If the application is deemed incomplete by the Zoning Administrator, said notice shall specifically describe additional application materials required by the Village.

4) **Application Review**.

a) Upon receipt of the Conditional Use Permit Application from the applicant, the Clerk shall provide notification by postal mail to the parties of interest, and all land owners and the clerk of any local government unit within one thousand (1,000) feet of the lot identified for the conditional use in the application, and shall publish a Class 2 Legal Notice, in accordance with Sec. 985, Wisconsin Statutes, listing the time and place of a public hearing at which the Conditional Use Permit Application will be reviewed by the Plan Commission, and the proposed conditional use and its location, with said postal mail notification post marked fourteen (14) days prior to said hearing.

b) The Plan Commission shall review a Conditional Use Permit Application for compliance with this Section, at a public hearing within ninety (90) days of receipt of a complete application in accordance with subsection (3) above, to ensure said application is in accordance with the following requirements:

1. Siting and construction of towers and antennas, and necessary associated buildings, structures, and equipment (hereafter collectively “appurtenances”), shall balance the federal interest (Sec. 704 Telecommunications Act of 1996) regarding telecommunications towers and antennas with the Village interest in regulating land uses within its borders;

2. Siting and construction of towers, antennas, and appurtenances shall be done in a manner so as to protect other uses from the potential adverse impacts of said antennas, towers, and appurtenances, encourage collocation, minimize adverse visual impact through design, landscaping, visual screening and camouflaging techniques, consider the health and safety of antennas, towers, and appurtenances, and avoid potential damage to property or individuals due to tower/antenna mechanical failure;

3. Siting and construction of towers, antennas, and appurtenances shall comply with all applicable Walworth County, state, and federal building codes, as well as applicable standards for towers and antennas published by the Electronic Industries Association;

4. Siting and construction of towers, antennas, and appurtenances shall be in a manner so as to blend in, to the fullest extent possible, with the character of adjacent and proximate lands and not be “readily visible”, except as may be required by the Federal Aeronautics Administration or Federal Communications Commission;

5. Towers shall be monopole design unless recommended otherwise by the Village Engineer. Options for alternate designs shall be reviewed by the planning commission. Towers utilizing guy wires are not allowed;

6. Towers shall be designed structurally, electronically, and in all respects to accommodate the applicant’s antenna and comparable antenna for up to two (2) additional uses, to allow for future rearrangement of antennas upon the tower and to accept antennas mounted at varying heights;

7. Towers shall not be artificially lighted unless required by the Federal Aeronautics Administration or other applicable authority, and if lighting is required it shall be designed in a manner so as to cause the least amount of disturbance as possible to any affected viewshed or property owners;

8. Towers shall comply with the “Obstruction and Marking” requirements of the Federal Aeronautics Administration in cooperation with the Federal Communications Commission, and if “Dual Lighting Systems” are proposed for use, white strobe lighting only shall be used during daylight hours and red strobe lighting only shall be utilized during night hours;

9. No signs, other than warning or equipment information signs, shall be located on a tower;

10. Towers shall be setback from lot lines, easements, and streets (roads) a minimum of one hundred and five percent (105%) of the towers height, including antennas and lights, except as modified by s. 66.0404(2)(g), Wis. Stats. If any portion of a lot is being leased for the tower, the boundary of the leased area shall be considered the lot line. Appurtenances shall comply with the requirements of the zoning district in which they are located;

11. A tower's minimum and maximum height shall be as follows:

    Monopole: Two hundred (200) feet or more;

    Monopole and self-support: Two hundred one (201) feet to three hundred (300) feet;

    Monopole and guy wire: Three hundred one (301) feet or greater;

12. A tower shall be sited not less than five thousand two hundred and eighty (5,280) feet from another whether located in the Village or an adjacent local government unit, unless for reasons beyond the applicant's control, such as unusual or unique topography, with distances between towers measured by a straight line between the base of the towers;

13. Towers and antennas shall be shielded, filtered, and grounded in a manner consistent with Federal Communications Commission and the Electronic Industries Association guidelines so as to minimize the possibility of interference with locally-received transmissions;

14. Appurtenances shall be placed underground if feasible given site conditions and screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and compliments the character of the surrounding area. The tower base and appurtenances shall be fenced with materials impervious to sight and secured so as to make the site inaccessible to the general public. Fencing shall not exceed six (6) feet in height and shall be painted or coated in non-reflective material;

15. The applicant shall demonstrate that the equipment planned for the proposed tower cannot be accommodated on an existing tower. The Village may determine that it is necessary to consult with a third party considering the feasibility of accommodating said equipment on an existing tower, with all reasonable costs and expenses associated with such consultation borne by the applicant. The applicant may provide names to the village of qualified third party consultants. The

consultant shall undertake due diligence and provide a report with sufficient data to substantiate all of the following:

a. No existing towers are located within the geographic region required to meet the applicant's engineering requirements;
b. Existing towers are not of sufficient height to meet the engineering requirements;
c. Existing towers do not have the structural capacity to support the applicant's proposed equipment and the existing tower cannot be reinforced, modified, or replaced to accommodate said equipment at a reasonable cost;
d. Locating new equipment on an existing tower would cause interference affecting the usability of the other existing or planned equipment at the tower or the existing equipment would cause interference with the applicant's proposed equipment and the interference cannot be prevented at a reasonable cost; and
e. The fees, cost, or contractual provisions required to share an existing tower are cost prohibitive;

16. Antennas mounted on buildings or structures not built specifically for the purpose of mounting said antennas shall meet all of the following:

    a. No antenna, including all mounting structures, lights, and any additional equipment, shall exceed ten (10) feet above the roof surface upon which it is mounted;
    b. No more than four (4) non-reflective panel antennas shall be installed, with the total area of antennas per provider not to exceed one thousand four hundred forty (1,440) square inches, and no single antenna to exceed four hundred eighty (480) square inches;
    c. All antennas and support buildings/structures shall be screened from view and architecturally compatible with the building or structure on which it is mounted; and
    d. All equipment enclosures shall be located underground if site conditions permit, or located within the building/structure on which the antenna is mounted, and said equipment shall be architecturally compatible with the building/structure;

17. The tower owner shall offer space for additional antennas at current market rates, if co-location is undertaken; and

18. The application shall comply with all applicable aspects of the Village's Building Code and Zoning Ordinances.

5) **Recommendation and Action.** After review and public hearing, the Plan Commission shall take action no later than ninety (90) days from the date which the applicant was notified that the application was complete to approve, approve with conditions, or deny with substantial evidence the Conditional Use Permit Application.

6) **Issuance or Denial Notification**.

a) The applicant shall be notified, in writing of the final decision within ten (10) days of the Plan Commission's action. If the Plan Commission's decision is to disapprove the application, a written notification with substantial evidence which supports such decision shall be sent to the applicant.

b) If the Conditional Use Permit Application is approved, it shall be subject to all of the following:

1. A performance bond in the amount of twenty thousand dollars ($20,000.00) to guarantee that the tower/antenna and appurtenances will be removed when no longer in operation. The Village will be named as obligee in the bond and must approve the bonding company; and

2. Stipulation of submittal of a "Tower/Antenna Annual Information Review Report" (hereafter "Report") on a form provided by the Village, on or before January 31 of each year. The purpose of the Report is to provide the Village with accurate current information concerning the tower/antenna owner(s) and provider(s) offering or providing wireless communication services within the Village, and information on the wireless communication tower facilities so operated or utilized, so as to assist the Village in administration and enforcement of this Section and ensuring Village compliance with Village, Walworth County, state and federal standards and requirements. The Report shall include all of the following: (1) tower/antenna owner and operator name(s), address(s), phone number(s), and relevant contact person(s); (2) proof of bond and proof of insurance; and (3) number of collocation positions designated, occupied, or vacant in the Village, and evidence of compliance with this Section.

c) The Plan Commission may disapprove an application if an applicant refuses to evaluate the feasibility of collocation within the applicant's search ring and provide the sworn statement described in subsection F.(2)(h).

d) A party who is aggrieved by the final decision of the Plan Commission may bring an action in the circuit court of Walworth County.

G. Insurance liability. The owner of any communication tower shall maintain insurance against liability for personal injury, death, or property damage caused by the maintenance and/or operation of the communication tower with a single combined limit of not less than $1,000,000 per occurrence and shall name the Village as an additional insured. The policy shall contain a provision that it may not be canceled or materially modified without the approval of the Village. The owner shall provide the Village with a certificate of such insurance upon issuance of the initial policy and upon each renewal.

H. Abandonment. Any tower or antenna not in operation for a continuous period of twelve (12) months shall be deemed abandoned. The Village shall provide said tower and antenna owner written notice requiring removal of the tower, antenna, and associated buildings and structures (hereafter collectively "appurtenances") within ninety (90) days of receipt by the owner of said notice. If the owner wishes to resume tower or antenna use

after the tower or antenna has been deemed abandoned, the owner shall apply for a new Conditional Use Permit in accordance with the application process identified in this Section. If a new tower and antenna Conditional Use Permit is denied in accordance with said application process, the tower or antenna owner shall remove the tower, antenna, and appurtenances within ninety (90) days of denial action, with the owner restoring the area on which the tower, antenna, and appurtenances were located to the manner existing prior to installation. If the tower, antenna, and appurtenances are not removed within said ninety (90) day period, they shall be removed by the Village at the owner's expense. If a single tower is utilized by two (2) or more entities, this provision shall not become effective until all said entities cease operation.

I. Inspection. All towers or antennas issued a Conditional Use Permit in accordance with this Section may be inspected annually by the Zoning Administrator to determine compliance with this Section and any other applicable laws or regulations. Deviation from original construction parameters for which the Conditional Use Permit was issued shall constitute a violation.

SECTION 2: This Ordinance shall take effect upon passage and publication as provided by law.

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

VILLAGE OF WILLIAMS BAY

By:_____
William Duncan, President

ATTEST:

_____
Tina Kolls, Clerk

First Reading: _____
Second Reading: _____
Date Adopted: _____
Date Published: _____

VILLAGE OF WILLIAMS BAY

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

PLAN COMMISSION RESOLUTION R-02-23

RECOMMENDING APPROVAL OF ORDINANCE #2023-02 REPEALING AND RECREATING SECTION 390-0811 OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY

WHEREAS, pursuant to the provisions of Section 390-1204D., the zoning administrator having reviewed the proposed ordinance repealing and recreating Section 390-0811 of the Code of Ordinances to determine whether the proposed amendments meet the criteria of Section 390-1204D. of the Code of Ordinances and having notified the plan commission that said proposed ordinance meets the criteria of subpart (2); and

WHEREAS, the Plan Commission of the Village of Williams Bay having held a duly noticed public hearing on the 10th day of January 2023 on the proposed ordinance amending Section 390-1003D. of the Code of Ordinances of the Village Williams Bay concerning communication tower performance standards; and

WHEREAS, following said public hearing the Plan Commission of the Village of Williams Bay having found that the proposed ordinance repealing and recreating Section 390-0811 of the Code of Ordinances does meet the criteria set forth in Section 390-1204D. of the Code of Ordinances and that the public benefits outweigh any potential adverse effects of the proposed ordinance.

NOW, THEREFORE, the Plan Commission of the Village of Williams Bay do hereby resolve to recommend to the Village Board of the Village of Williams Bay the adoption of proposed Ordinance #2023-02 repealing and recreating Section 390-0811 of the Code of Ordinances of the Village of Williams Bay concerning communication tower performance standards, as prepared.

Approved by the Plan Commission of the Village of Williams Bay this 14th day of March 2023.

VILLAGE OF WILLIAMS BAY

By:_____
William Duncan, Chairperson

Attest: _____
Tina Kolls, Clerk

VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report
Plan Commission Meeting
March 14, 2023

March 3, 2023

APPLICANT: Mike Condron and John Dwyer dba Dip in the Bay
TAX KEY: WOP 00008 and WWUP 00088
STREET ADDRESS: 105 N. Walworth Street and Lakefront Area, Village of Williams Bay

The applicant is requesting approval of a Temporary Use Permit per Section 18.0208, *Temporary Use Permit* and Section 390.0316B *Temporary Outdoor Sales* for a food, souvenir, and sundries vending cart.

Two possible locations are proposed including the Williams Bay beachfront and the Dip in the Bay parking lot.

Per Section 390.0208A(1), Temporary uses are those uses that have the potential to create undesirable impacts on nearby properties if allowed to develop simply under the general requirements of this Chapter. In addition to such potential, temporary uses also have the potential to create undesirable impacts on nearby properties that potentially cannot be determined except on a case-by-case basis. In order to prevent this from occurring, all temporary uses are required to meet certain procedural requirements applicable only to temporary uses, in addition to the general requirements of this Chapter and the requirements of the zoning district in which the subject property is located.

Per Section 390.0208E(1), The Plan Commission, in its consideration of the submitted application, may make findings on each of the following criteria to determine whether the Temporary Use Permit shall be approved, approved with modification, or denied:
a) All standards of this Chapter and other applicable Village, state, and federal regulations are met.
b) The public health and safety is not endangered.
c) Adequate public facilities, utilities, and open space areas are provided.
d) Adequate control of stormwater and erosion are provided and the disruption of existing topography, drainage patterns, and vegetative cover is maintained insofar as is practical.
e) Appropriate traffic control and parking are provided.
f) Applicable performance standards, per Section 18.0800, are met.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | USA | williamsbay.org
Email: inspector@williamsbay.org | Phone: 262-245-2704 | Fax: 262-245-2705

Planning Request Application
Village of Williams Bay

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

Request:
Please check all that apply.

- ☐ **Site Plan** [§18.1206] - $200.00 plus $.04/sf floor area
- ☐ **Conditional Use Permit (CUP)** [§18.1207] - $500.00
- ☐ **Certificate of Compliance** [§18.1211] - $200.00
- ☒ **Temporary Use Permit** [§18.1208] - $200.00
- ☐ **Preliminary Plat** - $200.00 plus $20.00 per lot
- ☐ **Certified Survey Map (CSM)** - $200.00 plus $20.00 per lot
- ☐ **Final Plat** - $100.00 plus $10.00 per lot
- ☐ **Planned Development Overlay (PDO)** [§18.0709] - $500.00
- ☐ **Planned Development Amendment** - $500.00
- ☐ **Zoning Text or Map Amendment** [§18.1204] - $500.00
- ☐ **Project Concept Review** - $200.00
- ☐ **Land Use Plan Amendment** - $500.00
- ☐ **Interpretation** [§18.1216] - $200.00
- ☐ **Appeal** [§18.1217] - $500.00
- ☐ **Other:** _____ Fee: _____

Date application was received:

Fee Paid: $ 260.00

Physical Address of Site: Williams Bay Beach - East Geneva St; Dip in the Bay - 105 N Walworth Ave, Williams Bay, WI 53191

Tax Parcel Number: Beach - WWWP00088; Dip in the Bay - WOP0008

Project or Development Name: N/A

Applicant
Name: Mike Condron and John Dwyer dba Dip in the Bay
Mailing Address: 105 N Walworth Ave
Williams Bay, WI 53191
eMail: Dubin@Dubindogs.com
Phone: 847-815-8086 (Mike's cell); 262-949-7550 (John's cell)

Owner of Site
Name: Beach - Village of Williams Bay; Dip in the Bay - Mike Condron
Mailing Address: Beach - 250 Williams St. Williams Bay, WI 53191
Dip in the Bay - 105 N Walworth Ave, Williams Bay, WI 53191
eMail: Dubin@Dubindogs.com
Phone: 847-815-8086 (Mike's cell); 262-949-7550 (John's cell)

Legal Representative
Name: N/A
Mailing Address: _____
eMail: _____
Phone: _____

Architect, Engineer, Contractor
Name: N/A
Mailing Address: _____

eMail: _____
Phone: _____

Legal Description of Site (Attach separate sheet if additional space is needed):
Beach - Outside Beach House entrance on lawn.
Dip in the Bay - parking lot to the South of Dip in the Bay Ice Cream Shop, owned by Dip in the Bay.

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

Current Zoning of Site: Beach - P&R; Dip in the Bay - VC **Current Overlay Districts of Site:** N/A

Proposed Zoning of Site: N/A

Proposed type of structure of use: N/A

Proposed use of structure or site: N/A

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

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

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

Print Applicant's Name: John Dwyer

Signature of Applicant: John J **Date:** 2/8/2023

APPLICATION FOR A TEMPORARY USE PERMIT

(Requirements per Zoning Ordinance Section 18.1208)

Applicant name: Mike Condron and John Dwyer dba 'Dip in the Bay'

Applicant address: 105 N. Walworth Ave, Williams Bay, WI 53191

Applicant phone number: (847) 815-8086 (Mike's cell); 262-949-7550 (John's cell)

Address of subject site: 105 N. Walworth Ave portable to public areas at lakefront

Zoning district of subject site: VC (Village Center); P&R (Parks and Recreation)

Describe proposed temporary use, including activities and/or structures (or attach as a separate sheet):

See attached sheet

Requirements

- Map of the subject property at a scale of not less than 1" equals 800 feet showing:
  - Current zoning of the subject property and lands within 200 feet of the subject property and the jurisdiction(s) that maintains that control.
  - All lot dimensions of the subject property.
  - Graphic scale and a north arrow.
- The Zoning Administrator may require a site plan of the subject property, in which case see Site Plan application requirements

Dated this 8th day of February, 20 23

Respectfully submitted,

(Signature of Applicant)

Record of Administrative Procedures for Village Use

☐	Application form filed with Village Clerk	Date: _____	By: ____
☐	Application fee of $_____ received by Village Clerk	Date: _____	By: ____
☐	Reimbursement of professional consultant costs agreement executed	Date: _____	By: ____
☐	Certification that application is complete by Zoning Administrator	Date: _____	By: ____
☐	Evaluation report prepared by Zoning Administrator	Date: _____	By: ____
☐	Review and recommendation by Village Plan Commission	Date: _____	By: ____
☐	Review and action by Village Board	Date: _____	By: ____

DIP IN THE BAY, LLC

105 Walworth Avenue
PO Box 254
Williams Bay WI 53191
262-607-3032

Dip in the Bay, in conjunction with **Dubin Dogs** Mobile Food Cart is seeking to re-new our temporary use permit to allow us to continue to serve our delicious meals, ice cream, and souvenirs at the Williams Bay Beach during the 2023 season.

We have genuinely enjoyed serving our concessions to beachgoers and park visitors for the last three seasons. We are very appreciative to the Williams Bay Board for granting us permits in the past and would be honored to be back for another year.

We continued to receive a great deal of positive feedback from Williams Bay residents and visitors during our third year at Williams Bay Beach. Many of whom expressed their gratitude that we were back to help make their time at the beach or their stroll in the park a much more enjoyable experience. We hear from so many people that we are a beloved fixture at Williams Bay Beach, and they would love to have us back every year.

Dip in the Bay...which has been in Williams Bay since 2012, delivering fresh, hand dipped ice cream to residents and guests alike...and **Dubin Dogs** are hopeful that we can be back this year to serve our delicious Hot Dogs, Brats and Ice Cream at the Williams Bay Beach.

We also ask to continue the sale of non-food items such as t-shirts, lake/beach souvenirs and various sundries, such as sunscreen and lip balm, that could be helpful to beachgoers and people who are out strolling. Many people were quite pleased that they had the opportunity to purchase t-shirts with the Williams Bay name on it. Or a shirt that helped them show off their accomplishment of 'Conquering the Path'.

Our location in front of the Beach House worked out very well the last three years. It was a convenient spot for the beachgoers and did not hinder anyone from entering or exiting. We are hoping to return to that spot this season, if feasible. We will, again, be sure to not operate at times that would interfere with any municipally sanctioned events that may be happening near the lakefront. We are eager to continue to partner with the Village to offer this amenity while responsibly expanding our brands.

In addition to the beachfront, we ask that the permit to also include the Dip in the Bay location at 105 Walworth Avenue (our parking lot), so that we can operate the cart near our shop for various events.

Thank you for your consideration.

DIP IN THE BAY *airy*

Fresh - Real - Hand Dipped

DUBIN DOGS

MOBILE HOT DOG CART

Party & Event Catering

VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report
Plan Commission Meeting
March 14, 2023

March 3, 2023

APPLICANT: Jay Tonkin (Lessee)
TAX KEY: WOP 00040
STREET ADDRESS: 54 W. Geneva St, Village of Williams Bay

Applicant is requesting a Certificate of Compliance per Section 390.211.B(2) "New occupancy and use of an existing building when the new use is of a different land use classification".

The previous use of this commercial space was vehicle repair and maintenance classified as Outdoor Sales and Service use. The proposed use is internet automotive sales/inside storage and is classified as Indoor Sales and Service use. The previous use and proposed use have an equivalent need for parking. Approval is recommended conditioned upon no outdoor sales or display.

Respectfully submitted,

Bonnie M. Schaeffer
Zoning Administrator

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | USA | williamsbay.org
Email: zoning@williamsbay.org | Phone: 262-245-2700 extension 5 | Fax: 262-245-2705

Planning Request Application
Village of Williams Bay

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

Request:
Please check all that apply.

- [ ] **Site Plan** [§18.1206] - $200.00 plus $.04/sf floor area
- [ ] **Conditional Use Permit (CUP)** [§18.1207] - $500.00
- [x] **Certificate of Compliance** [§18.1211] - $200.00
- [ ] **Temporary Use Permit** [§18.1208] - $200.00
- [ ] **Preliminary Plat** - $200.00 plus $20.00 per lot
- [ ] **Certified Survey Map (CSM)** - $200.00 plus $20.00 per lot
- [ ] **Final Plat** - $100.00 plus $10.00 per lot
- [ ] **Planned Development Overlay (PDO)** [§18.0709] - $500.00
- [ ] **Planned Development Amendment** - $500.00
- [ ] **Zoning Text or Map Amendment** [§18.1204] - $500.00
- [ ] **Project Concept Review** - $200.00
- [ ] **Land Use Plan Amendment** - $500.00
- [ ] **Interpretation** [§18.1216] - $200.00
- [ ] **Appeal** [§18.1217] - $500.00
- [ ] **Other:** _____ Fee: _____

Date application was received:

Fee Paid: 200.00

Physical Address of Site: 54 W. Geneva St Williams Bay WI 53191

Tax Parcel Number: WOP [redacted] 00040

Project or Development Name: J+ Motor Sales

Applicant
Name: Jay Tonkin
Mailing Address: PO Box 560
Fontana WI 53125
eMail: N/A
Phone: 815 405-7524

Owner of Site
Name: Neal Gill - Hwy 67 PLAZA, LLC
Mailing Address: 66 Williams Bay WI 53191
eMail: N/A
Phone: 262-492-8888

Legal Representative
Name:
Mailing Address: N/A
eMail:
Phone:

Architect, Engineer, Contractor
Name:
Mailing Address: N/A
eMail:

Phone: _____

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

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

Current Zoning of Site: VC **Current Overlay Districts of Site:** NONE

Proposed Zoning of Site: VC

Proposed type of structure of use: EXISTING BUILDING

Proposed use of structure or site: TO USE AS INSIDE STORAGE SITE AND INTERNET SALES OF AUTOMOBILES

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

BUILDING IS NEEDED IN ORDER TO RECIEVE DEALER LISCENCE FROM STATE OF WISCONSIN.

NOT GOING TO SELL CARS OUTSIDE OF BUILDING - INTERNET SALES + AUCTION SALES - NO OUTDOOR DISPLAY

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

BUILDING TO BE USED AS HOME OFFICE

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

PROPERTIES TO EAST AND WEST BOTH COMMERCIAL

Print Applicant's Name: JAMES W. TOUKI

Signature of Applicant: _____ **Date:** 3/22/23

Indoor sales or service. Land uses that conduct sales or display merchandise or equipment, provide nonpersonal or nonprofessional services, entirely within an enclosed building. This includes self-service facilities such as coin-operated laundromats. Indoor sales or service land uses shall adhere to the following standards:

(1) Minimum required off-street parking: one space per 300 square feet of gross floor area.

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**

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 SUBROGATIONIS 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 (A/C, No, Ext): (414) 768-8100 **FAX (A/C, No):**

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Sentinel Insurance Company Ltd.	11000
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
VELOCITY
W268S8380 ALPINE DR
MUKWONAGO WI 53149-8570

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 YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:			83 SBM NX4948	03/29/2022	03/29/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [X] NON-OWNED AUTOS [X]			83 SBM NX4948	03/29/2022	03/29/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							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? Y/N [ ] **(Mandatory in NH)** 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	
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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

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 SUBROGATIONIS 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 (A/C, No, Ext): (414) 768-8100 **FAX (A/C, No):**

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Sentinel Insurance Company Ltd.	11000
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
VELOCITY
W268S8380 ALPINE DR
MUKWONAGO WI 53149-8570

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 YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:			83 SBM NX4948	03/29/2023	03/29/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			83 SBM NX4948	03/29/2023	03/29/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							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? Y/N [ ] **(Mandatory in NH)** 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	
A	EMPLOYMENT PRACTICES LIABILITY			83 SBM NX4948	03/29/2023	03/29/2024	Each Claim Limit Aggregate Limit	$10,000 $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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

MEMORANDUM

DATE: **MARCH 20, 2023**
TO:
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
May15: 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, Kishwauketoe 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):

	Total Land	Improvements
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 doomage 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

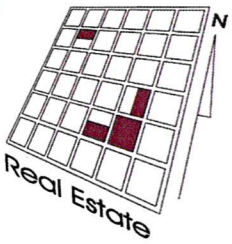
Village of Williams Bay

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. **AVAILABLITY.** 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

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 X **No** ____

V. SIGNATURES

Mark Brown
President
Associated Appraisal Consultants, Inc.

03/02/2020
Date

Authorized Signature
Village of Williams Bay

11/17/2020
Date

MEMORANDUM

DATE: **MARCH 20, 2023**
TO:
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 (one sided) $2,660 (two sided)

I am recommending contingency funds for this request.

Feb 2, 2023

To: Streets Committee members
From: Cathy Butler, Baywood Heights subdivision homeowner

Hello-

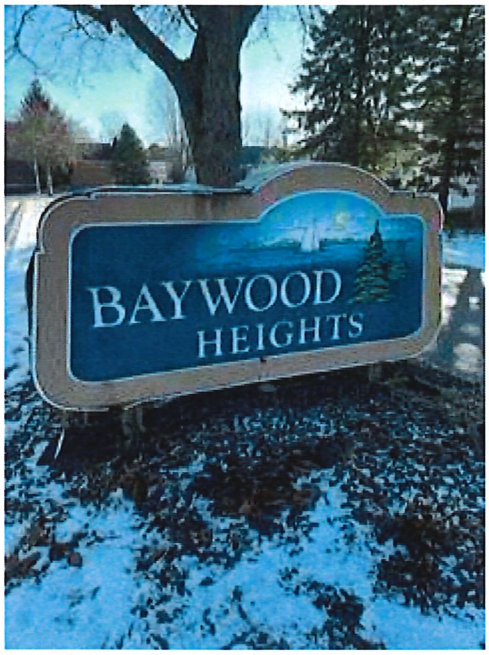
The Baywood Heights subdivision sign, located on Sunset Blvd off of Theatre Rd, has been rotting around the edges for the last several years. It was installed in 2005, and refreshed in 2011 (at the expense of some neighbors who pitched in to pay for it). Baywood Heights does not have a neighborhood association, 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 a 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


BAYWOOD
HEIGHTS

262-245-5109

BrushFire-Signs.com

BRUSHFIRE Signs

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

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

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

Approved By _____ Date _____

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

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.

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

MEMORANDUM

DATE: **MARCH 20, 2023**
TO: **VILLAGE BOARD OF TRUSTEES**
FROM: **LORI PETERNELL, VILLAGE TREASURER**
RE: **LINN BEACH AGREEMENT**

The P&L Committee recommended providing (and billing) the Town of Linn with 200 tags upfront; additional tags can be purchased if needed and any unused tags will be refunded by the Village.

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

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

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 2023~~2~~ 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~~ T~~t~~he 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 2023~~2~~ 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, 2023~~2~~, 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, 2023~~2~~.

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 <u>attached to this form</u>.

TAX ID #_____

Tags must be sewn on an article of beach clothing (Ex: swimsuit, shorts, T-shirt, beach cover up)
Tags ***<u>CAN NOT</u>*** 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 <u>SIGNED FORM</u> 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

https://villageofwilliamsbay.sharepoint.com/sites/VH/Shared Documents/Users/Lori/Invoices/Town of Linn/Beach/2022 Beach tags

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

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.

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

Attachement 1

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 1-2-99. RS MR

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. Nothwithstanding 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: [illegible] ITS: Director, Network Services
print name: Tony Salvalaggio

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.

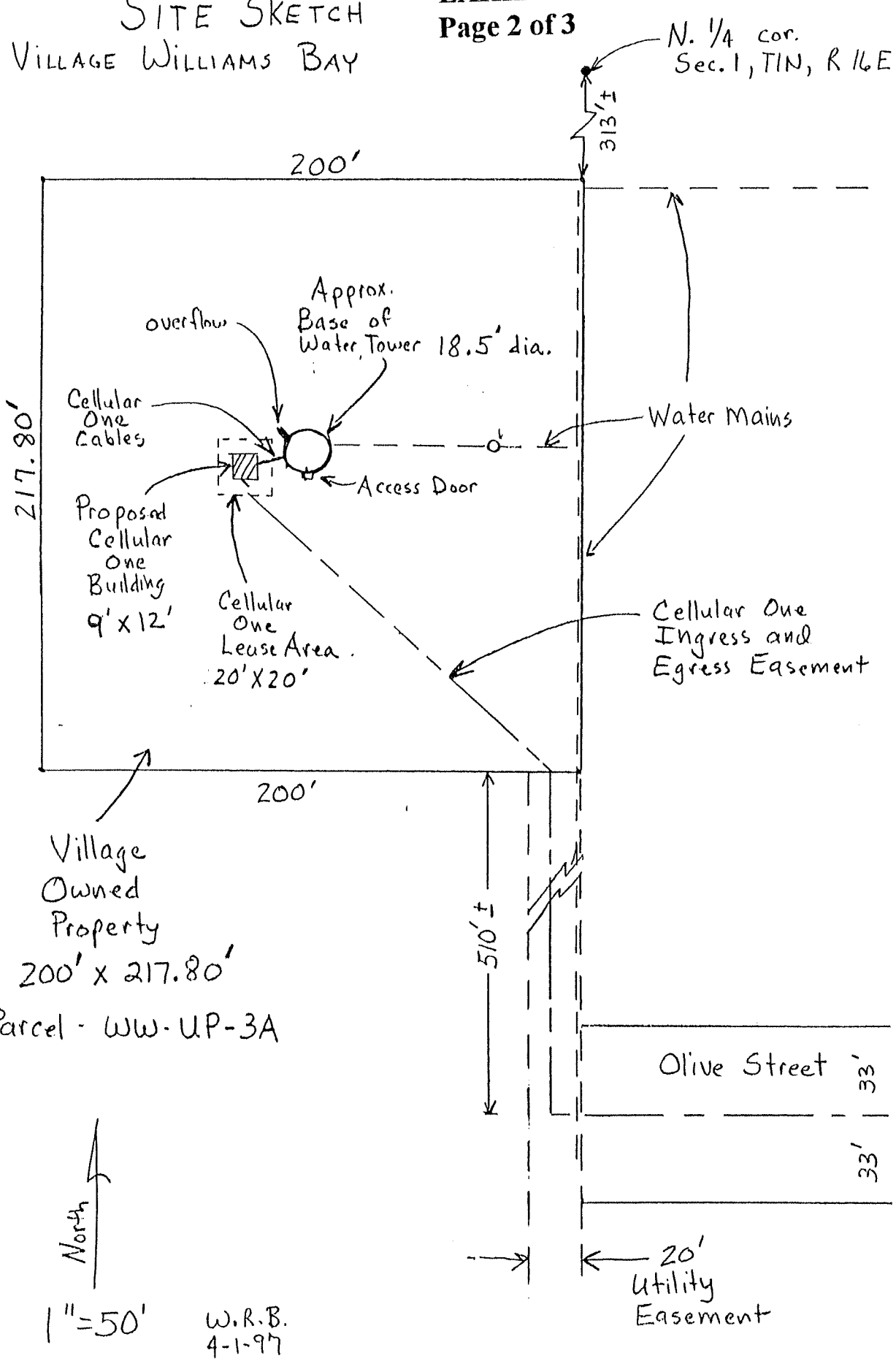
PARCEL III

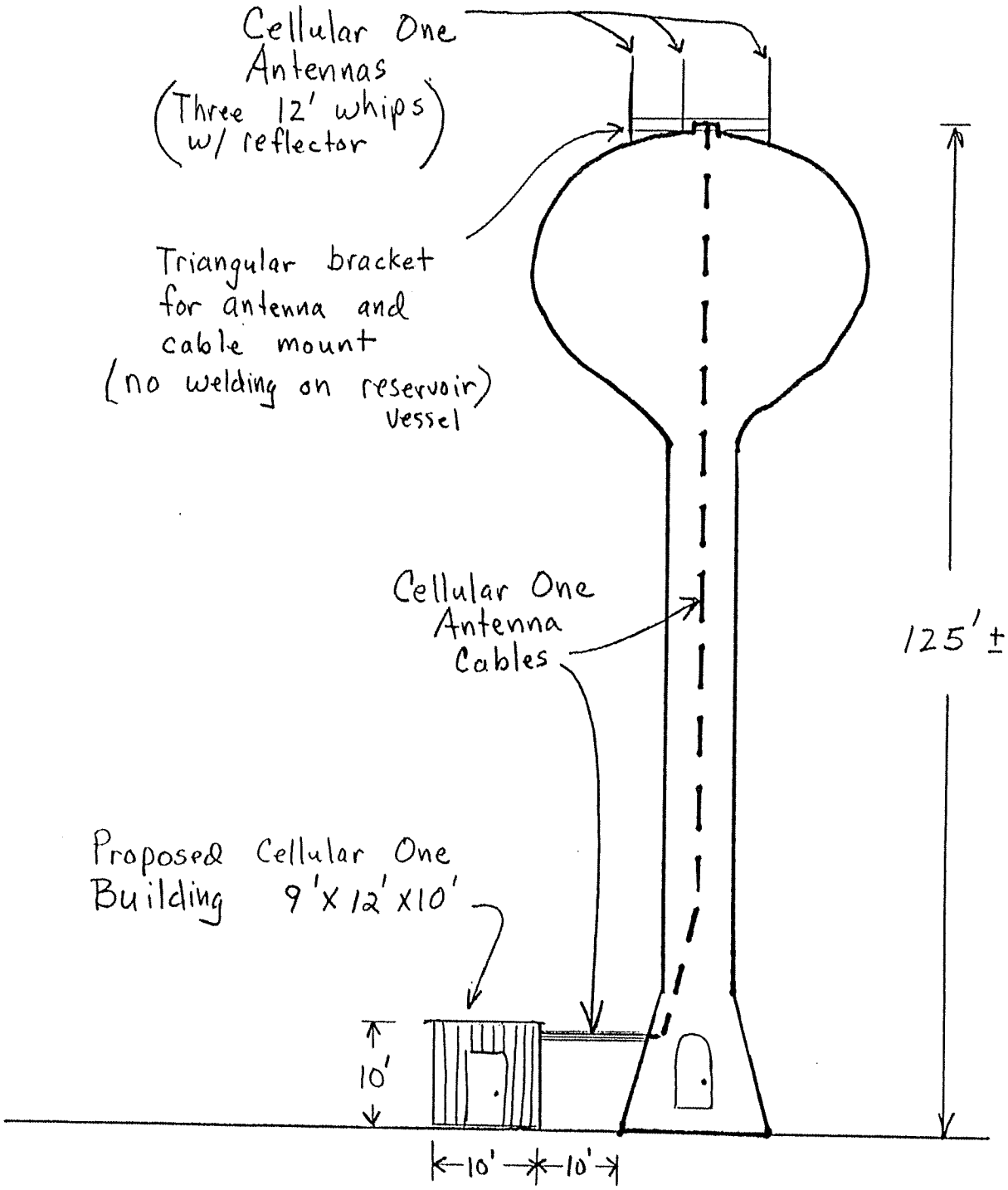
LEGAL DESCRIPTION FOR UTILITIES EASEMENT

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

EXHIBIT B
Page 2 of 3

SITE SKETCH
VILLAGE WILLIAMS BAY





TOWER ELEVATION

Not to Scale

4-7-97
W.R.B.

Attachment 2

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

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

Attachment 3

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]

DRAFT

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_____

DRAFT

Site Name: Williams Bay

Site Number: 786318

DRAFT

Site Name: Williams Bay Site Number: 786318

Formatted: Font: 10 pt

Formatted: Font: 10 pt

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 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.

Formatted: Indent: Left: 0.75", No bullets or numbering

~~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.

DRAFT

Formatted: Font: 10 pt

Formatted: Font: 10 pt

~~II.~~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]

DRAFT

Formatted: Font: 10 pt

Formatted: Font: 10 pt

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

DRAFT

Formatted: Font: 10 pt

Formatted: Font: 10 pt

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