



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, APRIL 17, 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. Joint Plan Commission and Village Board Meeting Minutes of 4/3/2023
- V. **Consent Agenda**
 - A. Yoga on the Beach 2023 Municipal Lease
 - B. Dip In The Bay 2023 Municipal Lease
- VI. **Presentation of accounts and petitions**
 - A. Payroll ending 04-07-2023 in the amount of \$46,412.84
 - B. Accounts Payable Unpaid dated 04-14-2023 in the amount of \$225,369.69
 - C. 2023 1st quarter legal fees
 - D. March Financial Statements
- VII. **Plan Commission**
 - A. None
- VIII. **Joint Extraterritorial Zoning Committee: pursuant to section 18.171F(A)**
 - A. None
- IX. **PUBLIC COMMENTS**
- X. **President's Remarks**
 - A. Election Results
 - B. Recognition of Trustee Stanek
- XI. **Ordinances and Resolutions**
 - A. Second Reading - Ordinance #2023-01 An Ordinance Amending Section 390-0207C and Section 390-0223C of the Code of Ordinances of the Village of Williams Bay Concerning Communication Towers

- B. Adopt - Ordinance #2023-01 An Ordinance Amending Section 390-0207C and Section 390-0223C of the Code of Ordinances of the Village of Williams Bay Concerning Communication Towers
- C. Second Reading - Ordinance 2023-02 Regarding Communication Tower Performance Standards
- D. Adopt - Ordinance 2023-02 Regarding Communication Tower Performance Standards
- E. First Reading - Ordinance 2023-03 Curfew hours on Friday and Saturday nights
- F. First Reading - Ordinance 2023-05 - An Ordinance Amending the Williams Bay Village Code Regarding Walworth Avenue on Street Parking Hours (From Maximum 1 hour to 2 hours)
- G. Resolution R-8-23 Resolution Authorizing Lions Corn and Brat Fest Fireworks Proposal - J&M Displays
- H. Resolution R-9-23 Resolution Authorizing Sidewalk Replacement on STH 67 - Elkhorn Road
- I. Resolution R-10-23 Resolution Authorizing Capital Improvements Program (CIP) Proposal - Baird
- J. Resolution R-11-23 Resolution Approving Cell Tower Lease - US Cellular 2nd Amendment

XII. Committee Reports

- A. **Finance & Personnel, Trustee Wright - Chair**
 - 1. No Report
- 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. Appointment of Brenda Hausner, Chrissy Wen, and Kim Parker to the Conservation Commission Term ending 4/30/2028.
- B. Appointment of Alice Morava as an Advisory Member to the Conservation Commission Term ending 4/30/2024.

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: 04/14/2023 5:00 PM



VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES JOINT PLAN COMMISSION AND VILLAGE BOARD MEETING MONDAY, APRIL 3, 2023 AT 6:30 PM

I. Call to Order Village Board and Plan Commission

President Duncan called the meeting to order at 6:30pm.

II. Roll Call Village Board and Plan Commission

Village Board Present: President Bill Duncan, Trustees Lowell Wright, Robert Umans, Jim D'Alessandro, Adam Jaramillo

Plan Commission Present: President Bill Duncan, Trustee Lowell Wright, Commissioners Maggie Gage, Jess Haak, Marianne Klemke, Matt Robbins and Pat Watts

Also Present: Administrator Lothspeich, Treasurer Peternell, Police Chief Timm and (virtually) Sonja Kruesel; Vandewalle & Associates

Excused: Trustees Matt Stanek and George Vlach

III. Pledge of Allegiance

IV. Public Hearing and Possible Action for the 2023 Village of Williams Bay Comprehensive Plan

A. Open Public Hearing Regarding 2023 Village of Williams Bay Comprehensive Plan

President Duncan opened the public hearing at 6:33pm

Nobody spoke in favor or in opposition of the 2023 Village of Williams Bay Comprehensive Plan

B. Close Public Hearing

President Duncan closed the public hearing at 6:34pm

C. Discussion & Possible Action by the Plan Commission on Resolution #R-7-23 Recommending the Village Board approve Ordinance #2023-04 to approve the 2023 Village of Williams Bay Comprehensive Plan

The motion to approve Resolution R-7-23 Recommending the Village Board approve Ordinance 2023-04 to approve the 2023 Village of Williams Bay Comprehensive Plan was initiated by Maggie Gage and seconded by Jess Haak.

Votes:

Yes: President Bill Duncan, Trustee Lowell Wright, Commissioners Maggie Gage, Jess Haak, Marianne Klemke, Matt Robbins and Pat Watts

No: None

Abstain: None

Result: Passed

V. Adjournment of Plan Commission

President Duncan adjourned the Plan Commission meeting at 6:37pm

VI. Village Board Meeting Continuation

VII. Minutes

A. Village Board Meeting Minutes of March 15, 2023

The motion to Approve the Village Board Meeting Minutes of March 15, 2023 was initiated by Jim D'Alessandro and seconded by Lowell Wright. Unanimously carried.

B. Village Board Meeting Minutes of March 20, 2023

The motion to Approve the Village Board Meeting Minutes of March 20, 2023 was initiated by Robert Umans and seconded by Adam Jaramillo. Unanimously carried.

C. Joint Village of Williams Bay and Village of Fontana Meeting Minutes of March 22, 2023

The motion to Approve the Joint Village of Williams Bay and Village of Fontana Meeting Minutes of March 22, 2023 was initiated by Robert Umans and seconded by Lowell Wright. Unanimously carried.

VIII. Consent Agenda

IX. Presentation of accounts and petitions

A. Payroll ending 03-24-2023 in the amount of \$41,249.05

The motion to Approve the Payroll ending 03-24-2023 in the amount of \$41,249.05 was initiated by Lowell Wright and seconded by Robert Umans. Unanimously carried.

B. Library Accounts Payable dated 03-20-2023 in the amount of \$4,869.35

The motion to Approve the Library Accounts Payable dated 03-20-2023 in the amount of \$4,869.35 was initiated by Lowell Wright and seconded by Robert Umans. Unanimously carried.

C. Accounts Payable Prepays dated 03-27-2023 in the amount of \$1,100.04

The motion to Approve the Accounts Payable Prepays dated 03-27-2023 in the amount of \$1,100.04 was initiated by Lowell Wright and seconded by Robert Umans. Unanimously carried.

D. Accounts Payable Unpays dated 03-31-2023 in the amount of \$157,842.97

The motion to Approve the Accounts Payable Unpays dated 03-31-2023 in the amount of \$157,842.97 was initiated by Lowell Wright and seconded by Robert Umans. Unanimously carried.

X. Plan Commission

A. None

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

A. None

XII. Public Comments

XIII. President's Remarks

XIV. Ordinances and Resolutions

A. First Reading - Ordinance 2023-04 An ordinance to approve the 2023 Village of Williams Bay Comprehensive Plan

The motion to Approve the First Reading - Ordinance 2023-04 An ordinance to approve the 2023 Village of Williams Bay Comprehensive Plan was initiated by Lowell Wright and seconded by Jim D'Alessandro.

Votes:

Yes: Bill Duncan, Lowell Wright, Robert Umans, Jim D'Alessandro, Adam Jaramillo

No: None

Abstain: None

Result: Passed

The motion to waive the Second Reading - Ordinance 2023-04 An ordinance to approve the 2023 Village of Williams Bay Comprehensive Plan was initiated by Lowell Wright and seconded by Robert Umans.

Votes:

Yes: Bill Duncan, Lowell Wright, Robert Umans, Adam Jaramillo

No: Jim D'Alessandro

Abstain: None

Result: Passed

The motion to Adopt Ordinance 2023-04 An ordinance to approve the 2023 Village of Williams Bay Comprehensive Plan was initiated by Lowell Wright and seconded by Adam Jaramillo

Votes:

Yes: Bill Duncan, Lowell Wright, Robert Umans, Jim D'Alessandro, Adam Jaramillo

No: None

Abstain: None

Result: Passed

- B.** First Reading - Ordinance #2023-01 An Ordinance Amending Section 390-0207C and Section 390-0223C of the Code of Ordinances of the Village of Williams Bay Concerning Communication Towers

The motion to Approve the First Reading - Ordinance #2023-01 An Ordinance Amending Section 390-0207C and Section 390-0223C of the Code of Ordinances of the Village of Williams Bay Concerning Communication Towers was initiated by Jim D'Alessandro and seconded by Adam Jaramillo. Unanimously carried.

- C.** First Reading - Ordinance 2023-02 Regarding Communication Tower Performance Standards

The motion to Approve the First Reading - Ordinance 2023-02 Regarding Communication Tower Performance Standards was initiated by Robert Umans and seconded by Lowell Wright. Unanimously carried.

- D.** Resolution R-6-23 Gerstad Builders Letter of Credit Reduction Request for Bailey Estates Phase 5

The motion to Approve the Resolution R-6-23 Gerstad Builders Letter of Credit Reduction Request for Bailey Estates Phase 5 was initiated by Lowell Wright and seconded by Robert Umans. Unanimously carried.

XV. Committee Reports

- A. Finance & Personnel, Trustee Wright - Chair**

1. Associated Bank Health Savings Account (HSA)

The motion to Approve the Associated Bank Health Savings Account (HSA) was initiated by Lowell Wright and seconded by Jim D'Alessandro. Unanimously carried.

- 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

XVI. Public Comments

XVII. Other Items for Discussion, Consideration, or Action

XVIII. Adjournment

The motion to adjourn was initiated by Jim D'Alessandro and seconded by Lowell Wright at 7:10pm. Unanimously

carried.

/s/ Lori Peternell, Village Treasurer

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

MUNICIPAL BUSINESS LEASE

SECTION I. Date, Contracting Parties, Description of Property and Term of the Lease.

1. This lease is made this _____ day of _____, 2023, between The Village of Williams Bay, Wisconsin, herein called the Municipality, and Yoga Lake Geneva, LLC herein called the Renter.
2. The Municipality, in consideration of the agreements with the Renter herein set forth, hereby leases to the Renter, to occupy the Williams Bay beach (west of the beach house) from 7:00 a.m.- 8:15 a.m. on Saturdays and Sundays between Memorial Day weekend and Labor Day weekend. Classes will also be offered on Memorial Day, July 4th, and Labor Day at 7:00 a.m.
3. This lease shall be for the following specified period: effective upon execution of this contract and shall continue in force through Labor Day 2023. There shall be no automatic renewal of this agreement.

SECTION II. Rental Payments.

1. Amount of Rent: The monthly rental payment owed by the Renter shall be \$1.00 per student, per class. That amount shall be calculated from the start of this lease through Labor Day 2023. The Renter shall provide verification of the gross sales to the Municipality along with their payment.
2. Time of Payment: Renter shall pay the Municipality no later than September 30, 2023. This will be a lump-sum payment for the entire season and length of the contract.
3. Overdue rental payments shall bear interest at the rate of 10% per annum.

SECTION III. The Renter Agrees as Follows:

1. It is the responsibility of the Renter to obtain and hold all necessary licenses and permits from the State of Wisconsin and Department of Agriculture, Trade & Consumer Protection, and to comply with all requirements of said licenses and permits and provide copies of the same to Village Administrator.
2. Renter agrees to not interfere with beach cleaning operations by Village Staff.
3. Premises herein leased and every part thereof, during said term, shall be used only for the lawful business purposes of the Renter.
4. Renter shall not alter or redecorate said premises without prior written consent of Municipality. Renter agrees to maintain the area in a neat, clean, and orderly manner.

5. Renter agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be paid or incurred by Municipality in enforcing this lease.

6. Renter agrees not to assign this lease or sublease the premises without the consent of the Municipality.

7. Renter agrees to indemnify and hold harmless the Municipality from any and all liability, loss, or damage the Municipality may suffer as a result of claims, demands, costs, or judgments against it arising from the Renter's activities with this agreement. All yoga instructors shall supply the Municipality with a certificate of insurance naming the Village of Williams Bay an additional insured.

8. Yoga Lake Geneva, LLC and Frank Whiting agree to personally guarantee the debts from Section II only of the Renter for this agreement.

SECTION IV. Termination of Agreement:

1. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this agreement, shall constitute grounds for termination thereof, at the option of the other party.

SECTION V. Signatures:

RENTER:

Frank Whiting, Yoga Lake Geneva, LLC

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

MUNICIPALITY:
VILLAGE OF WILLIAMS BAY

William B. Duncan, President

ATTEST:

Tina Kolls, Clerk

MUNICIPAL BUSINESS LEASE

SECTION I. Date, Contracting Parties, Description of Property and Term of the Lease.

1. This lease is made this _____ day of _____, 2023, between The Village of Williams Bay, Wisconsin, herein called the Municipality, and Dip in the Bay, LLC herein called the Renter.

2. The Municipality, in consideration of the agreements with the Renter herein set forth, hereby leases to the Renter, to occupy a stationary cart to sell food and non-food items such as t-shirts, souvenirs, and sundries, and to use for business purposes only, the municipal land described as follows: Three possible Lakefront area locations as determined from time to time by the Municipality: in front of the beach house entrance (1), east of the beach house in front of the gate (2) and on the east side of the beach house under the roof (3) (see attachment) and 105 N. Walworth Street.

3. This lease shall be for the following specified period: effective upon execution of this contract and shall continue in force until October 31, 2023. There shall be no automatic renewal of this agreement.

SECTION II. Rental Payments.

1. Amount of Rent: The monthly rental payment owed by the Renter shall be 3% of the Renter's gross sales for the payment period at any of the three listed locations. That amount shall be calculated from the start of this lease to the date the first payment due, and subsequently the intervals between payment due dates. The Renter shall provide verification of the gross sales to the Municipality.

2. Time of Payment: The monthly cash rent for this business to be paid by the Renter to the Municipality is to be paid on the 1st day of each month, or the closest Monday thereafter if said due date occurs on a Saturday or Sunday. The first payment shall be due July 5, 2023, and monthly thereafter with the last payment being due November 15, 2023.

3. Overdue rental payments shall bear interest at the rate of 10% per annum.

SECTION IV. The Renter Agrees as Follows:

1. It is the responsibility of the Renter to obtain and hold all necessary licenses and permits from the State of Wisconsin and Department of Agriculture, Trade & Consumer Protection, and to comply with all requirements of said licenses and permits and provide copies of the same to Village Administrator.
2. Renter agrees to not interfere or operate Renter's business on days and during the hours when food and beverages are being sold at municipally- sanctioned events at Lakefront Park. This provision may be waived if the organization holding the event consents in writing to renter operating its business during an event.
3. Premises herein leased and every part thereof, during said term, shall be used only for the lawful business purposes of the Renter.
4. Renter shall not alter or redecorate said premises without prior written consent of Municipality. Renter agrees to maintain the area in a neat, clean, and orderly manner.
5. Renter agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be paid or incurred by Municipality in enforcing this lease.
6. Renter agrees not to assign this lease or sublease the premises without the consent of the Municipality.
7. Renter agrees to indemnify and hold harmless the Municipality from any and all liability, loss, or damage the Municipality may suffer as a result of claims, demands, costs, or judgments against it arising from the Renter's activities with this agreement.
8. Dip In The Bay, LLC and John Dwyer agree to personally guarantee the debts from Section II only of the Renter for this agreement.
9. Signage will only be allowed on renter's equipment.
10. Renter agrees to only use residential parking spot for loading and unloading of equipment.

SECTION V. Termination of Agreement:

1. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this agreement, shall constitute grounds for termination thereof, at the option of the other party.

SECTION VI. Signatures:

RENTER:

Michael Condron, Member, Dip in the Bay, LLC

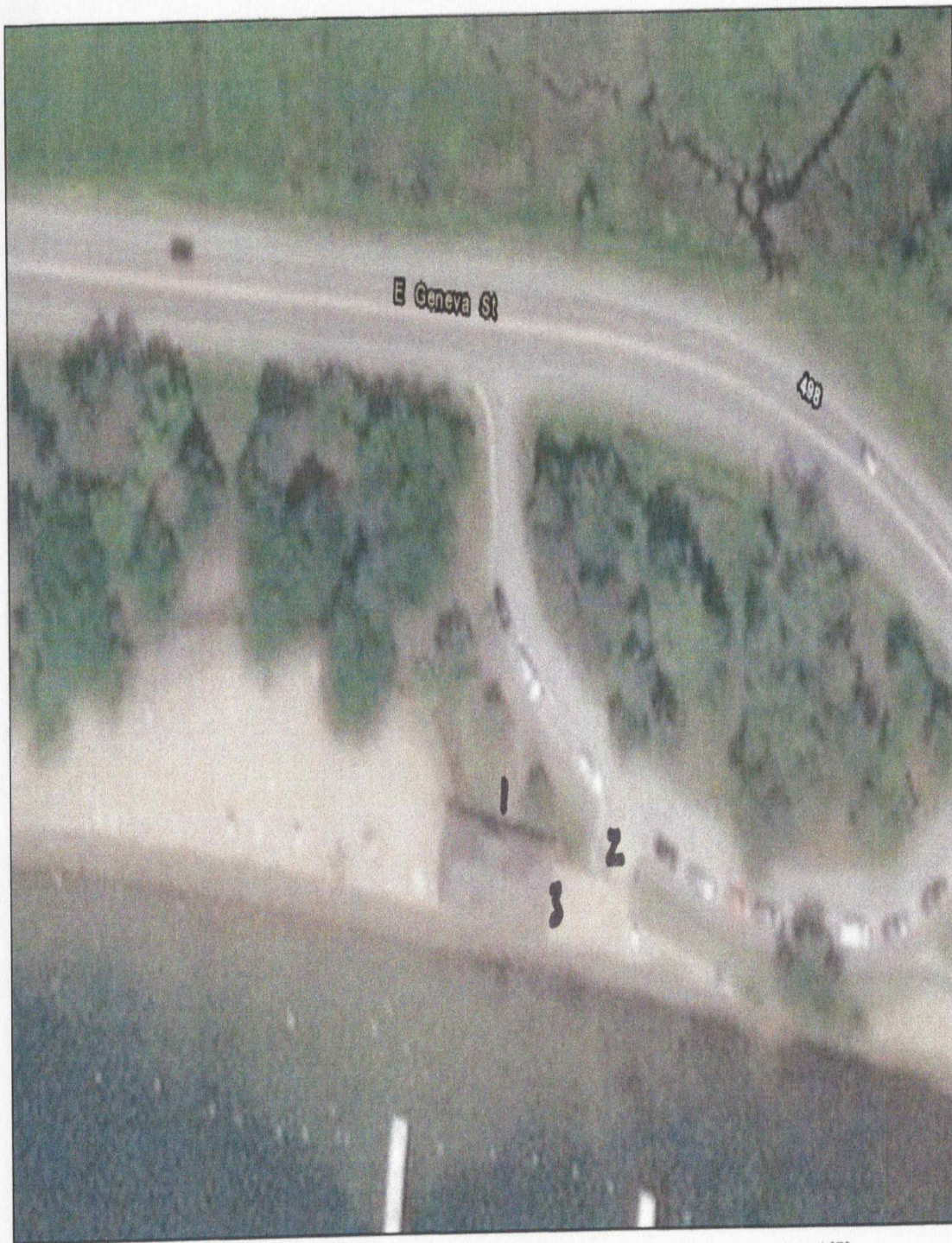
John Dwyer

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

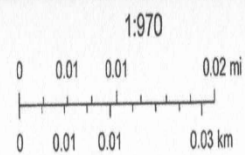
MUNICIPALITY:
VILLAGE OF WILLIAMS BAY

William B. Duncan, President
ATTEST:

Tina Kolls, Clerk



5/15/2020



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Pay Period Date: 3/25/2023 - 4/7/2023
 Pay Date: 4/14/2023

Department	Gross Regular Wages	Gross OT Wages	Payroll Taxes & Deductions	Net Wages
Crossing Guard	\$408.60	\$0.00	\$31.26	\$377.34
General Administration	\$10,673.46	\$0.00	\$5,093.56	\$5,579.90
KNC	\$1,983.50	\$0.00	\$661.88	\$1,321.62
Lakefront/Beach	\$1,728.92	\$0.00	\$773.17	\$955.75
Library	\$7,245.21	\$0.00	\$2,532.69	\$4,712.52
Municipal Court	\$1,259.42	\$0.00	\$166.38	\$1,093.04
Parks	\$544.00	\$0.00	\$49.57	\$494.43
Police	\$24,137.98	\$2,366.69	\$9,224.57	\$17,280.10
Protective Services (F&R)	\$4,568.01	\$0.00	\$1,021.24	\$3,546.77
Public Works/W&S	\$12,602.74	\$1,565.59	\$5,203.74	\$8,964.59
Recreation Department	\$2,877.30	\$0.00	\$790.52	\$2,086.78
Village Board	\$0.00	\$0.00	\$0.00	\$0.00
Total Net Wages				\$46,412.84

Payroll Register - Detail by Department

GL Account and Title	Description	Amount	GL Period
0			
ABRAHAM'S ON-SITE SHREDDING			
100-51410-160 GEN ADMIN SUPPLIES	SHREDDING SERVICES	65.50	0
Total ABRAHAM'S ON-SITE SHREDDING:		65.50	
AMAZON CAPITAL SERVICES			
100-51730-160 VH BLDG SUPPLIES	VH BUILDING SUPPLIES	79.77-	0
100-55210-160 REC DEPT SUPPLIES	PAPER, SPEAKERS, SURGE PR	87.94	0
100-55210-271 REC DEPT BASEBALL EXPENSES	BASEBALL EQUIPMENT	149.99	0
100-55210-275 REC DEPT PROGRAM EXPENSES	PROGRAM SUPPLIES	165.50	0
100-51730-160 VH BLDG SUPPLIES	VH BUILDING SUPPLIES	79.77	0
100-54310-160 STREETS SUPPLIES	SUPPLIES	46.98	0
100-54310-150 STREETS EQUIP REPAIRS/MAINT	LIGHT BAR	89.98	0
100-55410-150 PARKS REPAIRS/MAINT	PET WASTE BAGS	44.77	0
100-52120-160 POLICE SUPPLIES	POLICE SUPPLIES	86.88	0
100-52120-125 POLICE UNIFORMS	POLICE UNIFORMS	15.85	0
100-52120-130 POLICE IT EXPENSE	IT/MISC	174.45	0
100-51410-160 GEN ADMIN SUPPLIES	VH OFFICE SUPPLIES	74.46	0
100-52120-130 POLICE IT EXPENSE	POLICE IT EXPENSES	33.00	0
100-51730-160 VH BLDG SUPPLIES	VH BUILDING SUPPLIES	125.18	0
100-51412-000 ELECTION EXPENSE	ELECTION SUPPLIES	75.94	0
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	IT SUPPLIES	53.94	0
500-51410-140 GEN ADMIN IT CAPITAL OUTLAY	GENERAL GOVT IT EXPENSES	2,604.28	0
100-52320-130 FIRE DEPT IT	FIRE DEPT IT	33.00	0
Total AMAZON CAPITAL SERVICES:		3,862.14	
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
Total ARAMARK:		192.28	
ASSOCIATED APPRAISAL CONSULTANTS			
100-51520-000 ASSESSOR CONTRACT	MONTHLY BILLING	1,661.76	0
Total ASSOCIATED APPRAISAL CONSULTANTS:		1,661.76	
BAKER TILLY VIRCHOW KRAUSE LLP			
100-51570-000 AUDIT EXPENSE	2022 AUDIT - PROGRESS BILLI	20,000.00	0
200-57925-000 WATER AUDIT EXPENSE	2022 AUDIT-PROGRESS BILLIN	14,990.00	0
300-58972-000 SEWER AUDIT EXPENSE	2022 AUDIT PROGRESS BILLIN	10,000.00	0
Total BAKER TILLY VIRCHOW KRAUSE LLP:		44,990.00	
BALSLEY PRINTING			
100-51410-160 GEN ADMIN SUPPLIES	WINDOW ENVELOPES	425.00	0
100-51410-161 GEN ADMIN POSTAGE	2ND QTR NEWS LETTER	3,398.55	0
100-51405-000 BILLABLE SERVICES	WBSD PORTION OF NEWSLETT	745.83	0
Total BALSLEY PRINTING:		4,569.38	
BURLINGTON WASTEWATER UTILITY			
200-57623-170 WATER TESTING	MONTHLY BILLING	60.00	0

GL Account and Title	Description	Amount	GL Period
Total BURLINGTON WASTEWATER UTILITY:		60.00	
CENTRAL PRINTING CORP.			
100-51410-160 GEN ADMIN SUPPLIES	BUSINESS CARDS - LOTH SPEI	68.00	0
Total CENTRAL PRINTING CORP.:		68.00	
CITY OF LAKE GENEVA			
100-51412-000 ELECTION EXPENSE	ABSENTEE NOTICE & PUBLIC T	22.31	0
Total CITY OF LAKE GENEVA:		22.31	
CNH INDUSTRIAL ACCOUNTS			
100-55410-150 PARKS REPAIRS/MAINT	SUPPLIES	27.93	0
Total CNH INDUSTRIAL ACCOUNTS:		27.93	
CONSIGNY LAW FIRM			
100-51610-000 LEGAL SERVICES	PROTECTIVE SERVICES ATTO	1,452.00	0
100-51610-000 LEGAL SERVICES	MUNICIPAL COURT ATTORNEY	7,320.70	0
100-51610-000 LEGAL SERVICES	FINANCE & PERSONNEL ATTO	346.50	0
100-51610-000 LEGAL SERVICES	PLAN COMMISSION ATTORNEY	565.50	0
100-51610-000 LEGAL SERVICES	BUILDING & ZONING ATTORNE	1,848.00	0
100-51610-000 LEGAL SERVICES	GENERAL ATTORNEY EXPENS	429.00	0
100-51610-000 LEGAL SERVICES	STREETS & HIGHWAY ATTORN	82.50	0
Total CONSIGNY LAW FIRM:		12,044.20	
CORE & MAIN			
200-57610-140 WATER FUND CAPITAL OUTLAY	HWY 67 RECONSTRUCTION CO	5,405.31	0
200-57610-140 WATER FUND CAPITAL OUTLAY	HWY 67 RECONSTRUCTION CO	1,881.55	0
200-57651-150 WATER MAINS REPAIRS/MAINT	SUPPLIES	1,478.18	0
200-57610-140 WATER FUND CAPITAL OUTLAY	HWY 67 RECONSTRUCTION CO	3,799.71	0
200-57610-140 WATER FUND CAPITAL OUTLAY	HWY 67 RECONSTRUCTION CO	760.00	0
200-57610-140 WATER FUND CAPITAL OUTLAY	HWY 67 RECONSTRUCTION CO	3,995.98	0
200-57346-000 NEW WATER METERS	METER AND SUPPLIES	1,391.16	0
200-57651-150 WATER MAINS REPAIRS/MAINT	SUPPLIES	588.70	0
Total CORE & MAIN:		19,300.59	
CRUZ, JAUNIE			
100-44100 BASEBALL/SOFTBALL REG FEES	REFUND BABSEBALL FEE	100.00	0
Total CRUZ, JAUNIE:		100.00	
DJS SCUBA LOCKER INC			
100-52340-145 DIVE TEAM TANK MAINTENANCE	SUPPLIES	744.80	0
Total DJS SCUBA LOCKER INC:		744.80	
DUNN LUMBER AND TRUE VALUE			
230-58100-145 KNC ARBOR DAY EXPENSES	LUMBER- SIGNS	120.42	0
230-58100-160 KNC SUPPLIES	PAINT AND ROLLERS	74.98	0
Total DUNN LUMBER AND TRUE VALUE:		195.40	

GL Account and Title	Description	Amount	GL Period
ELKHORN CHEMICAL & PACKAGING			
100-55410-150 PARKS REPAIRS/MAINT	SUPPLIES	186.52	0
Total ELKHORN CHEMICAL & PACKAGING:		186.52	
ELKHORN NAPA AUTO PARTS			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	OIL FILTERS	9.51	0
Total ELKHORN NAPA AUTO PARTS:		9.51	
ENERGENECS			
200-57631-160 WATER TREATMENT CHEMICALS	ACCU-TAB SI TABLETS	5,608.40	0
Total ENERGENECS:		5,608.40	
GARDINER KOCH WEISBERG & WRONA			
100-51610-000 LEGAL SERVICES	PERSONNEL ATTORNEY FEES	90.00	0
100-51610-000 LEGAL SERVICES	PERSONNEL ATTORNEY FEES	5,432.52	0
Total GARDINER KOCH WEISBERG & WRONA:		5,522.52	
GEN COMM			
500-52120-140 POLICE DEPT CAPITAL OUTLAY	POLICE DEPARTMENT CAPITAL	457.50	0
Total GEN COMM:		457.50	
GORDON FLESCHE			
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 FLESCHE:		229.93	
HERNANDEZ,STEPHANIE			
100-44107 FIELD HOUSE RENTALS	REFUND FOR FIELD HOUSE DA	500.00	0
Total HERNANDEZ,STEPHANIE:		500.00	
HEYER TRUE VALUE HARDWARE			
100-55411-160 LAKEFRONT SUPPLIES	SUPPLIES	57.54	0
100-54310-160 STREETS SUPPLIES	SUPPLIES	28.15	0
100-55410-150 PARKS REPAIRS/MAINT	SUPPLIES	32.97	0
Total HEYER TRUE VALUE HARDWARE:		118.66	
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	
MUNICIPAL CODE ENFORCEMENT LLC			
100-53100-220 STR ENFORCEMENT CONTRACT	STR CODE ENFORCEMENT	324.00	0
100-53100-215 CODE ENFORCEMENT CONTRACT	CODE ENFORCEMENT	2,808.00	0
Total MUNICIPAL CODE ENFORCEMENT LLC:		3,132.00	
NIEUWENHUIS BROS. INC.			
225-54635-131 RECYCLING FEES	RECYCLING CURBSIDE PICKU	6,805.76	0

GL Account and Title	Description	Amount	GL Period
225-54635-165 RECYCLING TIPPING FEES	RECYCLING SURCHARGE	1,450.00	0
100-54710-000 REFUSE COLLECTIONS	REFUSE CURBSIDE PICKUP	12,762.88	0
225-54635-165 RECYCLING TIPPING FEES	RECYCLING TIPPING	1,057.33	0
100-54710-000 REFUSE COLLECTIONS	6YD ROLL BIN	130.00	0
Total NIEUWENHUIS BROS. INC.:		22,205.97	
PATS SERVICES INC			
200-57631-160 WATER TREATMENT CHEMICALS	LIME SLUDGE	1,080.00	0
Total PATS SERVICES INC:		1,080.00	
PETE'S TIRE ELKHORN LLC			
100-52320-150 FIRE DEPT REPAIRS/MAINT	REPAIRS	95.00	0
Total PETE'S TIRE ELKHORN LLC:		95.00	
PREMIUM WATERS INC			
100-51730-160 VH BLDG SUPPLIES	VH WATER DELIVERY	22.49	0
Total PREMIUM WATERS INC:		22.49	
ROTH & SONS FENCE INC			
500-55410-140 PARKS/CAPITAL OUTLAY	THEATRE RD FENCE	13,530.00	0
Total ROTH & SONS FENCE INC:		13,530.00	
SAFEBUILT LLC			
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING INSPECTION FEES	546.00	0
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING INSPECTION FEES	741.00	0
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING INSPECTION FEES	1,092.00	0
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING INSPECTION FEES	4,364.00	0
Total SAFEBUILT LLC:		6,743.00	
SCHWAAB INC			
100-51410-160 GEN ADMIN SUPPLIES	NAMEPLATE DAVID LOTH SPEI	33.49	0
Total SCHWAAB INC:		33.49	
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	87.84	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:		504.30	
SHI INTERNATIONAL CORP			
500-51410-140 GEN ADMIN IT CAPITAL OUTLAY	VILLAGE SERVER	4,476.12	0
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	VMWARE ESSENTIALS 3 YR RE	688.91	0

GL Account and Title	Description	Amount	GL Period
Total SHI INTERNATIONAL CORP:		5,165.03	
SHIRODA, MICHAELA			
100-52120-190 POLICE TRAINING	TRAINING EXPENSES	576.30	0
Total SHIRODA, MICHAELA:		576.30	
STATE OF WI - COURT FINES			
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF COURT FI	1,062.35	0
Total STATE OF WI - COURT FINES:		1,062.35	
THE PARTS PLACE			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	GREASE	137.40	0
Total THE PARTS PLACE:		137.40	
UPPER CASE PRINTING			
300-58969-160 SEWER OFFICE SUPPLIES	PRINTING OF XPRESS BILL PAY	268.87	0
200-57921-160 WATER OFFICE SUPPLIES	PRINTING OF XPRESS BILL PAY	268.87	0
415-52320-165 FIREWORKS EXPENDITURE	PRINTING OF FIREWORKS LET	317.30	0
200-57921-160 WATER OFFICE SUPPLIES	PRINTING OF CROSS CONNEC	537.74	0
Total UPPER CASE PRINTING:		1,392.78	
VELOCITY			
100-52120-130 POLICE IT EXPENSE	POLICE IT SERVICES	345.51	0
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	GENERAL GOVT IT SERVICES	712.18	0
200-57922-000 SOFTWARE LIC FEES & IT SUPPORT	WATER DEPT IT	64.68	0
100-52320-130 FIRE DEPT IT	FIRE DEPT IT	28.30	0
100-55210-130 REC DEPT IT	REC DEPT IT	78.83	0
100-52120-130 POLICE IT EXPENSE	MUNICIPAL COURT IT	40.34	0
100-52360-130 RESCUE DEPT IT EXPENSE	RESCUE DEPT IT	14.15	0
100-52120-130 POLICE IT EXPENSE	POLICE IT SERVICES	135.00	0
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	GENERAL GOVT IT SERVICES	1,440.00	0
100-52320-130 FIRE DEPT IT	FIRE DEPT IT	810.00	0
100-55210-130 REC DEPT IT	REC DEPT IT	180.00	0
100-55411-130 LAKEFRONT IT	BEACH/LAKEFRONT IT	360.00	0
230-58100-200 KNC PHONE EXPENSE	KNC PHONE EXPENSE	90.00	0
Total VELOCITY:		4,298.99	
VENTEICHER, ELLIE			
100-55210-275 REC DEPT PROGRAM EXPENSES	PROGRAM FLYER DESIGN AND	110.00	0
Total VENTEICHER, ELLIE:		110.00	
VICTOR STANLEY			
100-51405-000 BILLABLE SERVICES	MEMORIAL BENCHES	4,299.00	0
Total VICTOR STANLEY:		4,299.00	
VON BRIESEN & ROPER, S.C.			
100-51610-000 LEGAL SERVICES	POLICE DEPT ATTORNEY FEES	63.00	0
Total VON BRIESEN & ROPER, S.C.:		63.00	

GL Account and Title	Description	Amount	GL Period
WALCOMET			
300-58980-300 WALCOMET SEWERAGE EXPENSES	MONTHLY BILLING	54,512.09	0
Total WALCOMET:		54,512.09	
WALWORTH COUNTY SHERIFF- JAIL ADMIN			
100-52120-161 POLICE POSTAGE/CONFINEMENT	POSTAGE AND CONFINEMENT	55.00	0
Total WALWORTH COUNTY SHERIFF- JAIL ADMIN:		55.00	
WALWORTH COUNTY SHERIFFS OFFICE			
100-52120-190 POLICE TRAINING	TRAINING EXPENSE	150.00	0
Total WALWORTH COUNTY SHERIFFS OFFICE:		150.00	
WALWORTH COUNTY SHERIFF'S OFFICE			
100-52120-130 POLICE IT EXPENSE	IT/MISC	1,342.04	0
100-52320-160 FIRE DEPT SUPPLIES	NET MOTION LICENSES	672.00	0
Total WALWORTH COUNTY SHERIFF'S OFFICE:		2,014.04	
WALWORTH COUNTY TREASURER-COURT FINES			
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF COURT FI	260.00	0
Total WALWORTH COUNTY TREASURER-COURT FINES:		260.00	
WILLIAMS BAY AUTOMOTIVE			
100-52120-150 POLICE REPAIRS/MAINT	VEHICLE REPAIRS AND MAINT	46.97	0
Total WILLIAMS BAY AUTOMOTIVE:		46.97	
WISCONSIN PROFESSIONAL POLICE			
100-21262 UNION DUES PAYABLE	UNION DUES	258.00	0
Total WISCONSIN PROFESSIONAL POLICE:		258.00	
WISCONSIN RURAL WATER ASSOCIATION			
200-57930-190 WATER TRAINING EXPENSE	CHARTER MEMBERSHIP RENE	480.00	0
Total WISCONSIN RURAL WATER ASSOCIATION:		480.00	
WISCONSIN STATE LABORATORY OF HYGIENE			
200-57623-170 WATER TESTING	FLUORIDE	28.00	0
Total WISCONSIN STATE LABORATORY OF HYGIENE:		28.00	
WISCONSIN SUPREME COURT			
100-51210-190 MUNICIPAL COURT TRAINING	CONTINUING JUDICIAL EDUCA	700.00	0
Total WISCONSIN SUPREME COURT:		700.00	
ZOLL MEDICAL CORPORATION			
100-52360-160 RESCUE DEPT SUPPLIES	SUPPLIES	287.16	0
Total ZOLL MEDICAL CORPORATION:		287.16	
Total 0:		225,369.69	

GL Account and Title	Description	Amount	GL Period
Grand Totals:		225,369.69	

Village Board Approval Date: _____

**Consigny Law Firm
2023 Legal Fees**

	A	B	C	D	E	F	G
1	Category	Q1/2023	Q2/2023	Q3/2023	Q4/2023		YTD Total
2	General	\$429.00					\$429.00
3	Building & Zoning	\$1,848.00					\$1,848.00
4	Board of Review						\$0.00
5	Finance & Personnel	\$346.50					\$346.50
6	Protective Services	\$1,452.00					\$1,452.00
7	Streets & Highways	\$82.50					\$82.50
8	Plan Commission	\$565.50					\$565.50
9	Municipal Court	\$7,320.70					\$7,320.70
10	Parks and Lakefront						\$0.00
11	Water & Sewer						\$0.00
12	Personnel Atty - Gardiner Koch Weisberg	\$5,522.52					\$5,522.52
13	Police Dept-VonBriesen	\$63.00					\$63.00
14	TOTAL VILLAGE LEGAL FEES	\$17,629.72	\$0.00	\$0.00	\$0.00		\$17,629.72
15	Budget Amount						\$50,000.00
16							
17	Reimbursement Agreement						\$0.00
18							
19	TOTAL REIMBURSEABLE LEGAL FEES	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-41100 GENERAL TAX LEVY	.00	588,602.38	2,704,336.00	2,115,733.62	21.8
100-41101 DELINQUENT PP TAX	36.67	36.67	150.00	113.33	24.5
100-41102 INT ON DELINQUENT PP TAX	1.10	1.10	.00	(1.10)	.0
100-41104 TAX EQUIVALENT	.00	.00	100,800.00	100,800.00	.0
100-41105 ROOM TAX	.00	100.74	52,000.00	51,899.26	.2
100-41106 CABLE FRANCHISE FEES	.00	97.10	51,000.00	50,902.90	.2
100-41110 MERCY PILOT	55,812.93	55,812.93	55,000.00	(812.93)	101.5
TOTAL TAXES	55,850.70	644,650.92	2,963,286.00	2,318,635.08	21.8
<u>INTERGOVERNMENTAL</u>					
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	51,113.07	102,226.14	204,425.00	102,198.86	50.0
100-42007 POLICE TRAINING FROM STATE	.00	.00	1,120.00	1,120.00	.0
100-42008 OTHER STATE AIDS	.00	8,010.62	16,400.00	8,389.38	48.9
100-42009 POLICE GRANT FROM CTY	.00	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	51,113.07	110,626.82	358,897.00	248,270.18	30.8
<u>LICENSES & PERMITS</u>					
100-43001 LIQUOR/BEER LICENSE	.00	100.00	6,425.00	6,325.00	1.6
100-43002 OPERATOR LICENSE	.00	160.00	2,000.00	1,840.00	8.0
100-43006 BUILDING PERMITS	6,808.44	15,545.81	80,000.00	64,454.19	19.4
100-43007 ELECTRICAL PERMITS	1,105.10	3,014.10	15,000.00	11,985.90	20.1
100-43008 PLUMBING PERMITS	1,529.14	3,739.74	15,000.00	11,260.26	24.9
100-43009 ROOM TAX PERMIT	25.00	450.00	800.00	350.00	56.3
100-43013 RENTAL PROP ADMIN	10.00	10.00	.00	(10.00)	.0
100-43014 CIGARETTE LICENSE	.00	.00	300.00	300.00	.0
100-43015 ZONING AND PLANNING FEES	2,040.00	3,215.00	21,000.00	17,785.00	15.3
100-43016 TREE PERMIT	250.00	1,290.00	4,000.00	2,710.00	32.3
100-43018 DOG LICENSE	330.00	825.00	600.00	(225.00)	137.5
100-43021 TOURIST ROOMING HOUSE PERMIT	.00	6,750.00	6,750.00	.00	100.0
100-43022 SHORT TERM RENTAL PERMIT	950.00	950.00	19,000.00	18,050.00	5.0
100-43090 INVOICED SERVICE PAYMENTS	4,780.79	7,493.79	10,000.00	2,506.21	74.9
TOTAL LICENSES & PERMITS	17,828.47	43,543.44	180,875.00	137,331.56	24.1

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>PUBLIC CHARGES FOR SERVICE</u>					
100-44040 POLICE GEN REVENUE	17.00	53.00	250.00	197.00	21.2
100-44049 SPECIAL ASSESSMENT LETTERS	520.00	920.00	4,000.00	3,080.00	23.0
100-44060 STREET OPENING PERMIT	.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	.00	202.00	3,000.00	2,798.00	6.7
100-44100 BASEBALL/SOFTBALL REG FEES	.00	3,300.00	8,865.00	5,565.00	37.2
100-44102 ADULT PROGRAM REVENUES	.00	1,767.00	3,000.00	1,233.00	58.9
100-44103 SUMMER PROGRAM REVENUES	.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	800.00	2,900.00	3,000.00	100.00	96.7
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	780.00	2,560.50	11,600.00	9,039.50	22.1
100-44621 BEACH REVENUE	2,354.00	2,829.00	96,600.00	93,771.00	2.9
100-44622 LAUNCH REVENUE	3,386.89	3,929.39	170,000.00	166,070.61	2.3
100-44623 HORVATH DRY STORAGE REVENUE	6,836.40	6,836.40	24,000.00	17,163.60	28.5
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	14,694.29	26,702.29	376,215.00	349,512.71	7.1
<u>FINES & FORFEITURES</u>					
100-45001 COURT FINE REVENUE	1,309.75	3,924.50	40,000.00	36,075.50	9.8
100-45002 PARKING TICKET REVENUE	425.00	2,650.00	1,750.00	(900.00)	151.4
TOTAL FINES & FORFEITURES	1,734.75	6,574.50	41,750.00	35,175.50	15.8
<u>SOURCE 46</u>					
100-46000 WEED AND NUISANCE CONTROL	.00	750.00	500.00	(250.00)	150.0
TOTAL SOURCE 46	.00	750.00	500.00	(250.00)	150.0
<u>COMMERCIAL</u>					
100-48004 INTEREST ON INVESTMENTS	30,919.24	91,496.15	37,000.00	(54,496.15)	247.3
100-48013 BOAT SLIP RENTAL	148,815.00	197,385.00	250,545.00	53,160.00	78.8
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	179,734.24	288,881.15	332,645.00	43,763.85	86.8

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
100-49001 AURORA DONATION	.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	.00	3,250.00	64,250.00	61,000.00	5.1
TOTAL FUND REVENUE	320,955.52	1,124,979.12	4,318,418.00	3,193,438.88	26.1

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
GENERAL GOVERNMENT					
100-51110-110 VILLAGE BOARD WAGES	5,512.50	5,512.50	22,050.00	16,537.50	25.0
100-51110-121 VILLAGE BOARD FICA	421.72	421.72	1,687.00	1,265.28	25.0
100-51110-130 VILLAGE BOARD OTHER EXPENSE	.00	.00	600.00	600.00	.0
100-51210-110 MUNICIPAL COURT WAGES	3,778.26	7,556.52	32,745.00	25,188.48	23.1
100-51210-121 MUNICIPAL COURT FICA	289.02	671.91	2,505.00	1,833.09	26.8
100-51210-150 MUNICIPAL COURT IT FEES	38.57	3,982.67	5,000.00	1,017.33	79.7
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	21,669.50	25,906.50	.00	(25,906.50)	.0
100-51405-000 BILLABLE SERVICES	13,213.54	14,386.29	10,000.00	(4,386.29)	143.9
100-51410-110 GEN ADMIN WAGES	9,211.13	16,381.02	132,831.00	116,449.98	12.3
100-51410-121 GEN ADMIN FICA	680.84	1,889.47	10,162.00	8,272.53	18.6
100-51410-122 GEN ADMIN RETIREMENT	718.49	1,668.52	10,361.00	8,692.48	16.1
100-51410-123 GEN ADMIN HEALTH INSURANCE	896.82	3,363.25	28,572.00	25,208.75	11.8
100-51410-124 GEN ADMIN LIFE INSURANCE	25.78	67.80	450.00	382.20	15.1
100-51410-127 GEN ADMIN HSA FUNDING	187.48	562.46	8,250.00	7,687.54	6.8
100-51410-130 GEN ADMIN IT EXPENSE	79.99	229.97	900.00	670.03	25.6
100-51410-160 GEN ADMIN SUPPLIES	104.92	297.71	8,000.00	7,702.29	3.7
100-51410-161 GEN ADMIN POSTAGE	1,076.40	2,187.37	6,500.00	4,312.63	33.7
100-51410-162 GEN ADMIN COPIER EXPENSE	501.83	1,001.15	3,000.00	1,998.85	33.4
100-51410-190 GEN ADMIN TRAINING	1,690.83	2,453.34	4,000.00	1,546.66	61.3
100-51410-200 GEN ADMIN TELEPHONE	397.37	1,189.86	8,400.00	7,210.14	14.2
100-51410-210 GEN ADMIN PUBLICATIONS	153.05	725.56	3,500.00	2,774.44	20.7
100-51410-300 GEN ADMIN CODIFICATION	1,348.21	1,348.21	7,000.00	5,651.79	19.3
100-51412-000 ELECTION EXPENSE	187.87	260.16	1,740.00	1,479.84	15.0
100-51412-110 ELECTION WAGES	2,148.80	2,148.80	5,000.00	2,851.20	43.0
100-51412-121 ELECTION FICA	4.78	4.78	20.00	15.22	23.9
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	655.08	8,036.43	31,590.00	23,553.57	25.4
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	2,167.50	58,659.00	65,000.00	6,341.00	90.2
100-51520-000 ASSESSOR CONTRACT	1,661.76	4,985.24	19,900.00	14,914.76	25.1
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	4,000.00	4,677.50	20,000.00	15,322.50	23.4
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	24.77	24.77	200.00	175.23	12.4
100-51720-170 LIONS FIELD HOUSE GAS	313.05	1,008.29	1,800.00	791.71	56.0
100-51720-171 LIONS FIELD HOUSE ELECTRIC	110.60	216.09	1,400.00	1,183.91	15.4
100-51720-173 LIONS FIELD HOUSE W&S	.00	160.75	1,140.00	979.25	14.1
100-51720-175 JANITORIAL SERVICES	871.48	1,307.22	5,230.00	3,922.78	25.0
100-51730-150 VH BLDG REPAIRS/MAINT	80.23	404.23	13,000.00	12,595.77	3.1
100-51730-160 VH BLDG SUPPLIES	36.67	68.52	3,000.00	2,931.48	2.3
100-51730-170 VH BLDG GAS	436.78	1,350.17	2,200.00	849.83	61.4
100-51730-171 VH BLDG ELECTRIC	854.11	1,741.21	7,700.00	5,958.79	22.6
100-51730-173 VH BLDG WATER & SEWER	.00	416.70	1,938.00	1,521.30	21.5
100-51730-175 JANITORIAL SERVICES	1,350.00	1,869.23	8,100.00	6,230.77	23.1
100-51920-000 LEAGUE EXPENSES/DUES	.00	3,161.38	.00	(3,161.38)	.0
100-51965-000 WMS BAY BUSINESS ASSOC	8,067.51	8,067.51	36,400.00	28,332.49	22.2
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 3 MONTHS ENDING MARCH 31, 2023

GENERAL FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL GENERAL GOVERNMENT	84,967.24	196,936.39	767,821.00	570,884.61	25.7

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
100-52120-110 POLICE WAGES	74,706.64	149,381.58	583,005.00	433,623.42	25.6
100-52120-111 POLICE PT SHIFT PREMIUM	150.00	150.00	750.00	600.00	20.0
100-52120-112 POLICE OT WAGES	6,823.39	15,493.83	24,654.00	9,160.17	62.9
100-52120-121 POLICE FICA	6,061.86	14,521.09	46,543.00	32,021.91	31.2
100-52120-122 POLICE RETIREMENT	10,686.17	25,729.22	77,021.00	51,291.78	33.4
100-52120-123 POLICE HEALTH INSURANCE	8,641.84	34,305.58	90,063.00	55,757.42	38.1
100-52120-124 POLICE LIFE INSURANCE	73.11	219.33	846.00	626.67	25.9
100-52120-125 POLICE UNIFORMS	2,258.80	2,416.22	9,000.00	6,583.78	26.9
100-52120-127 POLICE HSA FUNDING	2,499.96	7,499.88	26,250.00	18,750.12	28.6
100-52120-130 POLICE IT EXPENSE	6,442.69	25,439.57	33,450.00	8,010.43	76.1
100-52120-150 POLICE REPAIRS/MAINT	1,965.88	2,916.24	12,024.00	9,107.76	24.3
100-52120-160 POLICE SUPPLIES	866.33	1,621.30	2,500.00	878.70	64.9
100-52120-161 POLICE POSTAGE/CONFINEMENT	.00	.00	150.00	150.00	.0
100-52120-180 POLICE FUEL	1,364.61	3,525.70	20,000.00	16,474.30	17.6
100-52120-190 POLICE TRAINING	2,038.53	9,466.57	18,000.00	8,533.43	52.6
100-52120-200 POLICE TELEPHONE	116.87	720.25	7,000.00	6,279.75	10.3
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 SUPENSION FEE	9.00	18.00	.00	(18.00)	.0
100-52120-300 STUDENT RESOURCE OFFICER	.00	.00	92,891.00	92,891.00	.0
100-52120-400 POLICE ACADEMY EXPENSES	3,384.54	3,384.54	.00	(3,384.54)	.0
100-52130-110 WATER SAFETY PATROL	.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	.00	961.52	5,000.00	4,038.48	19.2
100-52320-106 FIRE DEPT OFFICER PAY	1,879.18	3,758.36	22,550.00	18,791.64	16.7
100-52320-107 FIRE DEPT MEETING PAY	261.00	558.00	4,200.00	3,642.00	13.3
100-52320-108 FIRE DEPT DRILL PAY	706.00	1,543.00	16,000.00	14,457.00	9.6
100-52320-109 FIRE DEPT CALLS PAY	1,464.00	3,115.00	24,000.00	20,885.00	13.0
100-52320-120 FIRE DEPT TRAINING PAY	.00	.00	3,900.00	3,900.00	.0
100-52320-121 FIRE DEPT FICA	319.81	956.85	5,405.00	4,448.15	17.7
100-52320-122 FIRE DEPT RETIREMENT	83.99	253.04	1,100.00	846.96	23.0
100-52320-130 FIRE DEPT IT	.00	14.00	1,000.00	986.00	1.4
100-52320-150 FIRE DEPT REPAIRS/MAINT	450.00	450.00	16,000.00	15,550.00	2.8
100-52320-160 FIRE DEPT SUPPLIES	.00	2,485.00	5,000.00	2,515.00	49.7
100-52320-170 FIRE DEPT GAS	975.19	3,276.97	5,100.00	1,823.03	64.3
100-52320-171 FIRE DEPT ELECTRIC	150.02	312.44	2,500.00	2,187.56	12.5
100-52320-173 FIRE DEPT WATER & SEWER	.00	153.28	800.00	646.72	19.2
100-52320-180 FIRE DEPT FUEL	59.28	110.96	1,000.00	889.04	11.1
100-52320-190 FIRE DEPT TRAINING	.00	.00	5,500.00	5,500.00	.0
100-52320-200 FIRE DEPT TELEPHONE	100.55	1,696.18	3,500.00	1,803.82	48.5
100-52340-106 DIVE TEAM OFFICER PAY	75.00	150.00	900.00	750.00	16.7
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	17.22	200.00	182.78	8.6
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	899.00	5,400.00	4,501.00	16.7
100-52360-107 RESCUE DEPT MEETING PAY	45.00	126.00	1,000.00	874.00	12.6
100-52360-108 RESCUE DEPT TRAINING PAY	136.00	276.00	4,000.00	3,724.00	6.9
100-52360-109 RESCUE DEPT CALLS PAY	357.00	694.00	6,500.00	5,806.00	10.7

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-52360-110 RESCUE DEPT UNEMPLOYMENT	262.98	262.98	.00	(262.98)	.0
100-52360-121 RESCUE DEPT FICA	80.32	244.53	1,293.00	1,048.47	18.9
100-52360-122 RESCUE DEPT RETIREMENT	.00	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	.00	176.02	1,500.00	1,323.98	11.7
100-52360-160 RESCUE DEPT SUPPLIES	282.23	777.78	2,500.00	1,722.22	31.1
100-52360-170 RESCUE DEPT INTERGOVT AGMNT	89,474.07	89,474.07	763,532.00	674,057.93	11.7
100-52360-180 RESCUE DEPT FUEL	.00	.00	500.00	500.00	.0
100-52360-190 RESCUE DEPT TRAINING	600.00	600.00	500.00	(100.00)	120.0
100-52360-200 RESCUE DEPT TELEPHONE	23.37	131.99	780.00	648.01	16.9
TOTAL PUBLIC SAFETY	226,330.45	512,717.13	2,109,868.00	1,597,150.87	24.3

PUBLIC SAFETY

100-53100-160 BLDG INSP SUPPLIES	.00	.00	2,000.00	2,000.00	.0
100-53100-210 ZONING INSPECTION CONTRACT	2,778.50	2,973.50	19,000.00	16,026.50	15.7
100-53100-211 BLDG INSPECTION CONTRACT	5,334.66	12,350.74	88,000.00	75,649.26	14.0
100-53100-215 CODE ENFORCEMENT CONTRACT	2,568.00	5,568.00	20,000.00	14,432.00	27.8
100-53100-220 STR ENFORCEMENT CONTRACT	396.00	612.00	5,000.00	4,388.00	12.2
TOTAL PUBLIC SAFETY	11,077.16	21,504.24	134,000.00	112,495.76	16.1

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
100-54100-110 DPW ADMIN WAGES	4,581.16	9,190.31	39,461.00	30,270.69	23.3
100-54100-121 DPW ADMIN FICA	288.51	668.72	3,019.00	2,350.28	22.2
100-54100-122 DPW ADMIN RETIREMENT	355.14	824.12	3,078.00	2,253.88	26.8
100-54100-123 DPW ADMIN HEALTH INSURANCE	757.75	2,993.68	9,100.00	6,106.32	32.9
100-54100-127 DPW HSA FUNDING	208.33	624.99	2,500.00	1,875.01	25.0
100-54100-300 ENGINEERING	1,890.00	2,440.00	15,000.00	12,560.00	16.3
100-54310-110 STREETS WAGES	10,088.92	19,783.84	95,823.00	76,039.16	20.7
100-54310-112 STREETS OT WAGES	516.90	691.22	1,959.00	1,267.78	35.3
100-54310-113 STREETS DBL OT WAGES	.00	289.53	1,000.00	710.47	29.0
100-54310-121 STREETS FICA	762.87	1,821.64	7,545.00	5,723.36	24.1
100-54310-122 STREETS RETIREMENT	796.64	1,941.61	6,774.00	4,832.39	28.7
100-54310-123 STREETS HEALTH INSURANCE	1,667.11	6,593.98	20,004.00	13,410.02	33.0
100-54310-124 STREETS LIFE INSURANCE	24.50	73.50	235.00	161.50	31.3
100-54310-125 STREETS UNIFORMS	214.45	342.97	2,500.00	2,157.03	13.7
100-54310-127 STREETS HSA FUNDING	426.89	1,278.76	5,835.00	4,556.24	21.9
100-54310-150 STREETS EQUIP REPAIRS/MAINT	4,794.91	14,273.06	27,000.00	12,726.94	52.9
100-54310-160 STREETS SUPPLIES	503.01	1,996.40	6,500.00	4,503.60	30.7
100-54310-170 STREETS GAS	824.53	2,523.53	4,000.00	1,476.47	63.1
100-54310-171 STREETS ELECTRIC	581.18	1,059.82	6,000.00	4,940.18	17.7
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	233.68	564.34	9,500.00	8,935.66	5.9
100-54310-190 STREETS TRAINING	.00	244.00	1,000.00	756.00	24.4
100-54310-200 STREETS TELEPHONE	45.69	113.45	1,000.00	886.55	11.4
100-54310-280 SNOW/ICE CONTROL MATERIALS	9,124.80	9,372.65	17,500.00	8,127.35	53.6
100-54310-281 TRAFFIC SIGNS/MARKINGS	474.26	474.26	2,000.00	1,525.74	23.7
100-54310-282 HIGHWAY STRIPING/MARKING	.00	.00	1,000.00	1,000.00	.0
100-54420-000 STREET LIGHTING	2,971.78	8,843.31	35,000.00	26,156.69	25.3
100-54710-000 REFUSE COLLECTIONS	12,892.88	25,785.76	167,550.00	141,764.24	15.4
TOTAL PUBLIC WORKS	55,025.89	115,000.08	517,843.00	402,842.92	22.2

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEISURE ACTIVITIES</u>					
100-55210-110 REC DEPT WAGES	9,680.22	18,209.08	100,304.00	82,094.92	18.2
100-55210-121 REC DEPT FICA	725.45	1,542.67	7,673.00	6,130.33	20.1
100-55210-122 REC DEPT RETIREMENT	540.00	1,243.54	4,680.00	3,436.46	26.6
100-55210-123 REC DEPT HEALTH INSURANCE	587.93	2,351.72	7,056.00	4,704.28	33.3
100-55210-124 REC DEPT LIFE INSURANCE	4.54	13.62	60.00	46.38	22.7
100-55210-127 REC DEPT HSA FUNDING	208.33	624.99	2,500.00	1,875.01	25.0
100-55210-130 REC DEPT IT	.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	140.16	140.16	2,200.00	2,059.84	6.4
100-55210-190 REC DEPT TRAINING	.00	.00	1,250.00	1,250.00	.0
100-55210-200 REC DEPT TELEPHONE	110.67	232.49	300.00	67.51	77.5
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	72.33	2,123.45	5,800.00	3,676.55	36.6
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	4,110.82	7,829.64	44,020.00	36,190.36	17.8
100-55410-112 PARKS OT WAGES	267.28	441.60	465.00	23.40	95.0
100-55410-113 PARKS DBL OT WAGES	.00	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	318.94	733.15	3,439.00	2,705.85	21.3
100-55410-122 PARKS RETIREMENT	310.92	753.94	2,587.00	1,833.06	29.1
100-55410-123 PARKS HEALTH INSURANCE	757.76	2,993.70	9,093.00	6,099.30	32.9
100-55410-124 PARKS LIFE INSURANCE	1.82	5.46	162.00	156.54	3.4
100-55410-125 PARKS UNIFORMS	214.45	342.97	2,000.00	1,657.03	17.2
100-55410-127 PARKS HSA FUNDING	267.54	804.47	2,500.00	1,695.53	32.2
100-55410-148 TENNIS COURT MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
100-55410-150 PARKS REPAIRS/MAINT	3,240.53	3,327.39	19,000.00	15,672.61	17.5
100-55410-160 PARKS SUPPLIES	.00	.00	1,500.00	1,500.00	.0
100-55410-170 PARKS GAS	924.02	2,000.87	4,000.00	1,999.13	50.0
100-55410-171 PARKS ELECTRIC	983.06	1,997.67	5,700.00	3,702.33	35.1
100-55410-173 PARKS WATER & SEWER	.00	829.75	3,740.00	2,910.25	22.2
100-55410-180 PARKS FUEL	206.15	449.64	7,500.00	7,050.36	6.0
100-55411-110 LAKEFRONT WAGES	571.94	571.94	85,000.00	84,428.06	.7
100-55411-112 LAKEFRONT OT WAGES	.00	.00	5,000.00	5,000.00	.0
100-55411-121 LAKEFRONT FICA	43.75	43.75	6,502.00	6,458.25	.7
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	.00	10.00	11,000.00	10,990.00	.1
100-55411-153 LAKEFRONT PIER REPAIRS	62,236.49	62,236.49	130,000.00	67,763.51	47.9
100-55411-154 LAKEFRONT PIER INSTALLATION	.00	.00	80,000.00	80,000.00	.0
100-55411-160 LAKEFRONT SUPPLIES	2,168.36	8,129.61	9,000.00	870.39	90.3
100-55411-200 LAKEFRONT TELEPHONE	57.17	189.75	1,500.00	1,310.25	12.7
100-55412-000 GENEVA LK LEVEL CORP	.00	3,000.00	3,000.00	.00	100.0
100-55415-000 ENHANCEMENT COMMITTEE	.00	.00	800.00	800.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL LEISURE ACTIVITIES	88,750.63	123,781.96	613,341.00	489,559.04	20.2
<u>CONSERVATION & DEVELOPMENT</u>					
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	466,151.37	969,939.80	4,153,873.00	3,183,933.20	23.4
NET REVENUE OVER EXPENDITURES	(145,195.85)	155,039.32	164,545.00	9,505.68	94.2

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

POLCE DEPT DONATIONS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
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 3 MONTHS ENDING MARCH 31, 2023

ARPA LOCAL RECOVERY FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS</u>					
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 3 MONTHS ENDING MARCH 31, 2023

ARPA LOCAL RECOVERY FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>POLICE DONATION EXPENDITURES</u>					
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

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC CHARGES FOR SERVICE</u>					
200-44460	WATER RESIDENTIAL SALES	107,700.29	108,002.19	510,600.00	402,597.81	21.2
200-44461	WATER COMMERCIAL SALES	20,202.73	20,311.98	102,000.00	81,688.02	19.9
200-44463	WATER PUBLIC FIRE PROTECTION	65,617.21	65,770.92	230,000.00	164,229.08	28.6
200-44464	WATER PUBLIC AUTH SALES	2,278.49	2,278.49	15,500.00	13,221.51	14.7
200-44465	PRIVATE FIRE REVENUE-WTR	904.20	904.20	4,000.00	3,095.80	22.6
200-44466	MULTIFAMILY RESIDENTIAL	4,324.22	4,324.22	20,000.00	15,675.78	21.6
200-44470	WATER FORFEITED DISCOUNTS	.00	649.79	2,500.00	1,850.21	26.0
200-44474	WATER OTHER REVENUE	380.00	380.00	2,000.00	1,620.00	19.0
200-44475	IMPACT FEES	.00	.00	62,950.00	62,950.00	.0
	TOTAL PUBLIC CHARGES FOR SERVICE	201,407.14	202,621.79	949,550.00	746,928.21	21.3
	<u>COMMERCIAL</u>					
200-48004	INTEREST ON INVESTMENTS	36,124.32	88,594.92	70,000.00	(18,594.92)	126.6
200-48005	PROPERTY RENTAL/TOWER LEASE	.00	29,585.30	60,000.00	30,414.70	49.3
200-48420	IMPACT FEE INTEREST INCOME	519.14	1,455.78	1,000.00	(455.78)	145.6
	TOTAL COMMERCIAL	36,643.46	119,636.00	131,000.00	11,364.00	91.3
	TOTAL FUND REVENUE	238,050.60	322,257.79	1,080,550.00	758,292.21	29.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WATER UTILITY</u>					
200-57346-000	NEW WATER METERS	.00	2,437.42	25,000.00	22,562.58	9.8
200-57346-100	METER REPLACEMENT PROGRAM	.00	4,544.00	30,000.00	25,456.00	15.2
200-57408-000	WATER TAX EQUIVALENT	.00	.00	100,800.00	100,800.00	.0
200-57427-000	INTEREST ON LT DEBT	151,606.70	151,606.70	257,588.00	105,981.30	58.9
200-57599-000	WATER INSURANCE EXPENSE	1,083.75	29,329.50	30,000.00	670.50	97.8
200-57600-150	WELL #3 - REPAIRS	.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	18,893.10	21,403.10	303,500.00	282,096.90	7.1
200-57622-170	WATER POWER - NATURAL GAS	1,546.69	3,353.13	7,000.00	3,646.87	47.9
200-57622-171	WATER POWER - ELECTRIC	5,859.41	11,833.90	65,000.00	53,166.10	18.2
200-57623-160	WATER PUMPING SUPPLIES	.00	44.99	200.00	155.01	22.5
200-57623-170	WATER TESTING	150.74	278.74	3,000.00	2,721.26	9.3
200-57630-110	WATER TREATMENT - WAGES	5,978.10	11,954.19	51,804.00	39,849.81	23.1
200-57630-112	WATER TREATMENT - OT WAGES	249.62	249.62	1,494.00	1,244.38	16.7
200-57630-113	WATER TREATMENT - DBL OT WAGES	.00	119.08	1,494.00	1,374.92	8.0
200-57630-121	WATER TREATMENT - FICA	443.90	1,091.96	4,107.00	3,015.04	26.6
200-57630-122	WATER TREATMENT - RETIREMENT	485.73	1,191.40	4,187.00	2,995.60	28.5
200-57630-123	WATER TREATMENT - HEALTH INS	890.69	3,544.30	10,687.00	7,142.70	33.2
200-57630-124	WATER TREATMENT - LIFE INS	10.08	30.24	120.00	89.76	25.2
200-57630-127	WATER TREATMENT HSA FUNDING	277.77	833.25	3,333.00	2,499.75	25.0
200-57631-160	WATER TREATMENT CHEMICALS	8,973.77	14,008.01	140,000.00	125,991.99	10.0
200-57632-160	WATER TREATMENT SUPPLIES	306.19	306.19	2,200.00	1,893.81	13.9
200-57635-150	WATER TREATMENT REPAIRS/ MAINT	2,349.29	3,762.08	5,000.00	1,237.92	75.2
200-57640-110	WATER DISTRIBUTION - WAGES	5,978.96	11,956.60	51,804.00	39,847.40	23.1
200-57640-112	WATER DISTRIBUTION - OT WAGES	249.70	249.70	1,494.00	1,244.30	16.7
200-57640-113	WATER DISTRIBUTION-DBL OT WAGE	.00	119.12	1,494.00	1,374.88	8.0
200-57640-121	WATER DISTRIBUTION - FICA	444.04	1,092.29	4,107.00	3,014.71	26.6
200-57640-122	WATER DISTRIBUTION -RETIREMENT	485.90	1,191.81	.00	(1,191.81)	.0
200-57640-123	WATER DISTRIBUTION - HLTH INS	890.69	3,544.30	10,687.00	7,142.70	33.2
200-57640-124	WATER DISTRIBUTION - LIFE INS	10.08	30.24	130.00	99.76	23.3
200-57640-127	WATER DISTRIBUTION HSA FUNDING	277.78	833.46	3,333.00	2,499.54	25.0
200-57641-160	WATER DISTRIBUTION SUPPLIES	.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	3,375.26	4,535.26	35,000.00	30,464.74	13.0
200-57652-150	WATER SERVICES REPAIRS/ MAINT	.00	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	3,180.00	19,080.00	15,900.00	16.7
200-57902-110	WATER ACCOUNTING - WAGES	5,518.72	11,037.28	48,077.00	37,039.72	23.0
200-57902-121	WATER ACCOUNTING - FICA	402.06	930.80	3,678.00	2,747.20	25.3
200-57902-122	WATER ACCOUNTING- RETIREMENT	430.44	996.87	3,750.00	2,753.13	26.6
200-57902-123	WATER ACCOUNTING - HEALTH INS	1,236.67	4,937.62	12,679.00	7,741.38	38.9
200-57902-127	WATER ACCT HSA FUNDING	208.37	625.05	3,750.00	3,124.95	16.7
200-57903-125	WATER METER READING - UNIFORMS	587.82	966.16	5,500.00	4,533.84	17.6
200-57920-110	WATER ADMIN - WAGES	2,607.89	4,912.48	34,189.00	29,276.52	14.4
200-57920-121	WATER ADMIN - FICA	168.54	464.19	2,616.00	2,151.81	17.7
200-57920-122	WATER ADMIN - RETIREMENT	202.32	476.97	2,667.00	2,190.03	17.9
200-57920-123	WATER ADMIN - HEALTH INS	378.88	1,437.91	7,140.00	5,702.09	20.1
200-57920-127	WATER ADMIN HSA FUNDING	104.17	312.50	2,000.00	1,687.50	15.6
200-57921-130	WATER IT EXPENSE	366.67	366.67	300.00	(66.67)	122.2
200-57921-160	WATER OFFICE SUPPLIES	1,308.69	2,859.12	10,000.00	7,140.88	28.6

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
200-57921-200 WATER TELEPHONE	57.39	191.53	850.00	658.47	22.5
200-57922-000 SOFTWARE LIC FEES & IT SUPPORT	.00	31.00	.00	(31.00)	.0
200-57923-000 WATER ATTORNEY EXPENSE	.00	.00	1,000.00	1,000.00	.0
200-57924-000 WATER ENGINEERING EXPENSE	2,317.50	2,317.50	10,220.00	7,902.50	22.7
200-57925-000 WATER AUDIT EXPENSE	2,000.00	2,338.75	12,000.00	9,661.25	19.5
200-57928-000 WATER REGULATORY EXPENSE	.00	.00	950.00	950.00	.0
200-57930-130 WATER DRUG TESTING EXPENSE	108.50	233.50	500.00	266.50	46.7
200-57930-140 WATER DIGGERS HOTLINE EXPENSE	.00	665.60	2,900.00	2,234.40	23.0
200-57930-190 WATER TRAINING EXPENSE	420.00	536.35	3,000.00	2,463.65	17.9
200-57933-150 WATER TRANSP REPAIRS/MAINT	.00	.00	1,500.00	1,500.00	.0
200-57933-180 WATER FUEL EXPENSE	166.74	299.81	900.00	600.19	33.3
200-57934-000 WATER DEBT SERVICE	145,160.50	145,160.50	211,479.00	66,318.50	68.6
200-57935-150 WATER PLANT REPAIRS/MAINT	192.61	5,042.55	20,000.00	14,957.45	25.2
200-57945-000 WATER DEBT SERVICE MISC EXP	.00	.00	160.00	160.00	.0
200-57951-000 WATER SHOP TOOLS	.00	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	376,352.42	479,904.20	1,608,348.00	1,128,443.80	29.8
 <u>WATER UTILITY</u>					
200-58801-000 IT SUPPORT/ANNUAL FEES	.00	3,977.00	7,000.00	3,023.00	56.8
TOTAL WATER UTILITY	.00	3,977.00	7,000.00	3,023.00	56.8
 TOTAL FUND EXPENDITURES	 376,352.42	 483,881.20	 1,615,348.00	 1,131,466.80	 30.0
 NET REVENUE OVER EXPENDITURES	 (138,301.82)	 (161,623.41)	 (534,798.00)	 (373,174.59)	 (30.2)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

FIRE DEPARTMENT 2% DUES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
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 3 MONTHS ENDING MARCH 31, 2023

FIRE DEPARTMENT 2% DUES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2% DUES EXPENDITURES</u>					
215-52320-106 FIRE INSPECTOR OFFICER WAGES	500.00	1,000.00	6,000.00	5,000.00	16.7
215-52320-121 FIRE INSPECTOR FICA	44.14	133.54	460.00	326.46	29.0
215-52320-165 FIRE DUES 2% EXPENDITURES	1,492.42	1,492.42	10,000.00	8,507.58	14.9
TOTAL 2% DUES EXPENDITURES	2,036.56	2,625.96	16,460.00	13,834.04	16.0
TOTAL FUND EXPENDITURES	2,036.56	2,625.96	16,460.00	13,834.04	16.0
NET REVENUE OVER EXPENDITURES	(2,036.56)	(2,625.96)	11,540.00	14,165.96	(22.8)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

ACT 102 RESCUE GRANT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
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
	<u>MISCELLANEOUS</u>					
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 3 MONTHS ENDING MARCH 31, 2023

ACT 102 RESCUE GRANT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ACT 102 GRANT EXPENDITURES</u>					
220-52320-165	ACT 102 EXPENDITURES	.00	.00	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 3 MONTHS ENDING MARCH 31, 2023

RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
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
	<u>INTERGOVERNMENTAL</u>					
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
	<u>MISCELLANEOUS</u>					
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 3 MONTHS ENDING MARCH 31, 2023

RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>RECYCLING</u>					
225-54635-130	RECYCLING OTHER EXPENSE	.00	.00	19,000.00	19,000.00	.0
225-54635-131	RECYCLING FEES	6,805.76	13,611.52	81,725.00	68,113.48	16.7
225-54635-150	RECYCLING REPAIRS/MAINT	2,262.97	2,262.97	3,000.00	737.03	75.4
225-54635-160	RECYCLING PROGRAM SUPPLIES	.00	.00	500.00	500.00	.0
225-54635-165	RECYCLING TIPPING FEES	2,507.33	5,014.66	5,000.00	(14.66)	100.3
	TOTAL RECYCLING	11,576.06	20,889.15	109,225.00	88,335.85	19.1
	TOTAL FUND EXPENDITURES	11,576.06	20,889.15	109,225.00	88,335.85	19.1
	NET REVENUE OVER EXPENDITURES	(11,576.06)	(2,505.45)	.00	2,505.45	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

KISHWAUKETOE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>KNC OPERATIONS</u>					
230-58100-110	KNC REGULAR WAGES	6,456.75	14,820.25	.00	(14,820.25)	.0
230-58100-121	KNC FICA	485.45	1,113.96	.00	(1,113.96)	.0
230-58100-122	KNC RETIREMENT	460.69	1,064.41	.00	(1,064.41)	.0
230-58100-123	KNC HEALTH INSURANCE	587.93	2,351.72	.00	(2,351.72)	.0
230-58100-124	KNC LIFE INSURANCE	3.53	10.59	.00	(10.59)	.0
230-58100-127	KNC HSA FUNDING	208.33	624.99	.00	(624.99)	.0
	TOTAL KNC OPERATIONS	8,202.68	19,985.92	.00	(19,985.92)	.0
	TOTAL FUND EXPENDITURES	8,202.68	19,985.92	.00	(19,985.92)	.0
	NET REVENUE OVER EXPENDITURES	(8,202.68)	(19,985.92)	.00	19,985.92	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

FIRE & DIVE TEAM FUND

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

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

RESCUE SQUAD FUND

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

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 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	.00	(829.57)	.00	829.57	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC CHARGES FOR SERVICE</u>					
300-44460	SEWER RESIDENTIAL SALES	235,502.21	236,091.25	990,000.00	753,908.75	23.9
300-44461	SEWER COMMERCIAL SALES	37,658.61	32,105.12	160,000.00	127,894.88	20.1
300-44464	SEWER PUBLIC AUTHORITY SALES	3,397.21	3,304.71	13,800.00	10,495.29	24.0
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	276,558.03	272,271.80	1,235,300.00	963,028.20	22.0
	<u>COMMERCIAL</u>					
300-48004	INTEREST ON INVESTMENTS	19,022.58	41,225.85	40,000.00	(1,225.85)	103.1
300-48005	PROPERTY RENTAL INCOME	.00	13,395.00	13,395.00	.00	100.0
	TOTAL COMMERCIAL	19,022.58	54,620.85	53,395.00	(1,225.85)	102.3
	TOTAL FUND REVENUE	295,580.61	326,892.65	1,288,695.00	961,802.35	25.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER UTILITY</u>					
300-58801-000 IT SUPPORT/ANNUAL FEES	.00	1,988.50	6,000.00	4,011.50	33.1
300-58929-000 SEWER SYSTEM MAPPING	.00	.00	250.00	250.00	.0
300-58960-000 SEWER DEBT SERVICE	155,882.44	155,882.44	214,870.00	58,987.56	72.6
300-58964-110 SEWER ACCOUNTING - WAGES	5,518.50	11,037.06	48,077.00	37,039.94	23.0
300-58964-121 SEWER ACCOUNTING - FICA	402.09	930.85	3,678.00	2,747.15	25.3
300-58964-122 SEWER ACCOUNTING - RETIREMENT	430.44	996.87	3,750.00	2,753.13	26.6
300-58964-123 SEWER ACCOUNTING - HEALTH INS	1,236.67	4,937.62	12,679.00	7,741.38	38.9
300-58964-127 SEWER ACCT HSA FUNDING	208.31	624.97	3,750.00	3,125.03	16.7
300-58965-000 SEWER DEBT SERVICE MISC EXP	.00	.00	160.00	160.00	.0
300-58965-110 SEWER ADMIN - WAGES	2,607.89	4,912.48	34,189.00	29,276.52	14.4
300-58965-121 SEWER ADMIN - FICA	168.51	464.12	2,616.00	2,151.88	17.7
300-58965-122 SEWER ADMIN - RETIREMENT	202.32	476.96	2,667.00	2,190.04	17.9
300-58965-123 SEWER ADMIN - HEALTH INS	378.88	1,437.91	7,140.00	5,702.09	20.1
300-58965-127 SEWER ADMIN HSA FUNDING	104.16	312.49	2,000.00	1,687.51	15.6
300-58965-140 SEWER CAPITAL OUTLAY	13,280.00	13,280.00	2,800,000.00	2,786,720.00	.5
300-58966-160 SEWER OPERATING SUPPLIES	22.10	22.10	500.00	477.90	4.4
300-58966-170 SEWER UTILITIES - NATURAL GAS	294.36	719.04	3,000.00	2,280.96	24.0
300-58966-171 SEWER UTILITIES - ELECTRIC	1,324.23	2,646.48	13,000.00	10,353.52	20.4
300-58967-000 SEWER FUEL EXPENSE	166.73	299.81	1,500.00	1,200.19	20.0
300-58967-150 SEWER VEHICLE REPAIRS & MAINT	.00	.00	1,500.00	1,500.00	.0
300-58968-150 SEWER COLLECTION SYSTEM MAINT	9,358.92	9,641.07	7,500.00	(2,141.07)	128.6
300-58969-130 SEWER IT EXPENSE	366.67	366.67	300.00	(66.67)	122.2
300-58969-160 SEWER OFFICE SUPPLIES	1,282.37	2,832.81	10,000.00	7,167.19	28.3
300-58969-200 SEWER TELEPHONE	57.39	191.53	1,100.00	908.47	17.4
300-58970-000 SEWER ATTORNEY EXPENSE	.00	.00	500.00	500.00	.0
300-58972-000 SEWER AUDIT EXPENSE	2,000.00	2,338.75	9,000.00	6,661.25	26.0
300-58973-000 SEWER ENGINEERING EXPENSE	.00	.00	1,500.00	1,500.00	.0
300-58974-000 SEWER INSURANCE EXPENSE	1,083.75	29,329.50	30,000.00	670.50	97.8
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	6,791.99	6,791.99	23,500.00	16,708.01	28.9
300-58978-000 SLIP LINERS	.00	.00	50,000.00	50,000.00	.0
300-58980-300 WALCOMET SEWERAGE EXPENSES	54,797.76	109,546.11	725,000.00	615,453.89	15.1
300-58980-310 WALCOMET SEWER CONNECTION FEE	.00	.00	60,000.00	60,000.00	.0
300-58996-000 I & I REDUCTION	.00	.00	35,000.00	35,000.00	.0
TOTAL SEWER UTILITY	257,966.48	362,008.13	4,115,176.00	3,753,167.87	8.8
TOTAL FUND EXPENDITURES	257,966.48	362,008.13	4,115,176.00	3,753,167.87	8.8
NET REVENUE OVER EXPENDITURES	37,614.13	(35,115.48)	(2,826,481.00)	(2,791,365.52)	(1.2)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>					
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
<u>COMMERCIAL</u>					
400-48004 INTEREST ON BANK ACCOUNT	930.74	2,598.26	300.00	(2,298.26)	866.1
400-48905 COUNTY REIMBURSEMENT	59,768.00	59,768.00	117,149.00	57,381.00	51.0
400-48970 MISC REVENUE	.00	600.00	.00	(600.00)	.0
TOTAL COMMERCIAL	60,698.74	62,966.26	117,449.00	54,482.74	53.6
TOTAL FUND REVENUE	60,698.74	111,309.24	339,561.00	228,251.76	32.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY OPERATIONS</u>					
400-58100-110 LIBRARY WAGES	22,441.31	46,083.59	191,635.00	145,551.41	24.1
400-58100-121 LIBRARY FICA	1,516.86	3,539.10	14,660.00	11,120.90	24.1
400-58100-122 LIBRARY RETIREMENT	1,190.01	2,799.93	10,440.00	7,640.07	26.8
400-58100-123 LIBRARY HEALTH INSURANCE	2,318.24	9,150.52	27,900.00	18,749.48	32.8
400-58100-127 LIBRARY HSA FUNDING	468.74	3,906.22	8,125.00	4,218.78	48.1
400-58100-130 LIBRARY EQUIPMENT	68.73	68.73	2,900.00	2,831.27	2.4
400-58100-135 LIBRARY ADMINISTRATION COSTS	787.57	2,645.15	9,500.00	6,854.85	27.8
400-58100-155 LIBRARY BLDG SUPPLIES	.00	227.74	1,000.00	772.26	22.8
400-58100-160 LIBRARY SUPPLIES	845.17	963.87	4,000.00	3,036.13	24.1
400-58100-161 LIBRARY POSTAGE	.00	.00	57.00	57.00	.0
400-58100-170 LIBRARY BLDG GAS	555.18	1,768.57	3,500.00	1,731.43	50.5
400-58100-171 LIBRARY BLDG ELECTRIC	526.24	1,161.99	6,800.00	5,638.01	17.1
400-58100-173 LIBRARY BLDG WATER & SEWER	.00	190.63	1,130.00	939.37	16.9
400-58100-175 JANITORIAL SERVICES	1,350.00	2,025.00	8,100.00	6,075.00	25.0
400-58100-200 LIBRARY TELEPHONE	140.25	474.70	2,820.00	2,345.30	16.8
400-58200-000 ADULT PRINT	1,336.53	1,733.03	10,000.00	8,266.97	17.3
400-58200-100 ADULT DIGITAL	72.24	288.96	1,500.00	1,211.04	19.3
400-58201-000 CHILDREN PRINT	618.62	1,009.78	5,000.00	3,990.22	20.2
400-58201-100 CHILDREN DIGITAL	.00	345.69	1,032.00	686.31	33.5
400-58210-000 LIBRARY TRAINING & CONFERENCES	240.00	240.00	1,000.00	760.00	24.0
400-58220-000 LIBRARY MILEAGE EXPENSE	.00	50.95	300.00	249.05	17.0
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	207.55	1,265.39	2,000.00	734.61	63.3
400-58232-000 LIBRARY CRAFTS	81.15	81.15	500.00	418.85	16.2
400-58240-000 LIBRARY MEDIA	167.39	1,729.28	2,000.00	270.72	86.5
400-58280-000 LIBRARY PERIODICALS	117.77	2,268.95	2,300.00	31.05	98.7
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	1,072.51	10,318.63	15,000.00	4,681.37	68.8
TOTAL LIBRARY OPERATIONS	36,122.06	94,337.55	333,199.00	238,861.45	28.3
TOTAL FUND EXPENDITURES	36,122.06	94,337.55	333,199.00	238,861.45	28.3
NET REVENUE OVER EXPENDITURES	24,576.68	16,971.69	6,362.00	(10,609.69)	266.8

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

LIBRARY DONATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
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 COMMITMENT	176.00	1,031.50	5,783.00	4,751.50	17.8
TOTAL COMMERCIAL	176.00	1,359.50	14,401.00	13,041.50	9.4
TOTAL FUND REVENUE	176.00	1,359.50	14,401.00	13,041.50	9.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

LIBRARY DONATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LIBRARY OPERATIONS</u>					
410-58200-101	BOOKS, BOARD COMMITTED	.00	49.28	200.00	150.72	24.6
410-58200-102	BOOKS, DONOR DESIGNATED	248.75	377.58	500.00	122.42	75.5
410-58240-101	MEDIA, DONOR DESIGNATED	.00	.00	618.00	618.00	.0
410-58250-000	LIBRARY CHAPIN EXPENDITURES	.00	235.59	4,000.00	3,764.41	5.9
410-58255-000	LIB FRIENDS EXPENDITURE	101.52	412.40	3,000.00	2,587.60	13.8
410-58330-000	DONOR DESIGNATED EXPENDITURES	.00	.00	700.00	700.00	.0
410-58340-000	BOARD COMMITTED EXPENDITURES	1,087.38	1,313.72	3,345.00	2,031.28	39.3
	TOTAL LIBRARY OPERATIONS	1,437.65	2,388.57	12,363.00	9,974.43	19.3
	TOTAL FUND EXPENDITURES	1,437.65	2,388.57	12,363.00	9,974.43	19.3
	NET REVENUE OVER EXPENDITURES	(1,261.65)	(1,029.07)	2,038.00	3,067.07	(50.5)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

FIREWORKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>					
415-42004 FIREWORKS DONATION	115.00	115.00	26,000.00	25,885.00	.4
TOTAL INTERGOVERNMENTAL	115.00	115.00	26,000.00	25,885.00	.4
TOTAL FUND REVENUE	115.00	115.00	26,000.00	25,885.00	.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

FIREWORKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIREWORKS EXPENDITURE</u>					
415-52320-165 FIREWORKS EXPENDITURE	26.32	26.32	26,000.00	25,973.68	.1
TOTAL FIREWORKS EXPENDITURE	26.32	26.32	26,000.00	25,973.68	.1
TOTAL FUND EXPENDITURES	26.32	26.32	26,000.00	25,973.68	.1
NET REVENUE OVER EXPENDITURES	88.68	88.68	.00	(88.68)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>COST CATEGORY 51</u>					
500-51410-140	GEN ADMIN IT CAPITAL OUTLAY	10,275.98	10,275.98	.00	(10,275.98)	.0
	TOTAL COST CATEGORY 51	10,275.98	10,275.98	.00	(10,275.98)	.0
	<u>COST CATEGORY 52</u>					
500-52120-140	POLICE DEPT CAPITAL OUTLAY	.00	.00	66,800.00	66,800.00	.0
500-52130-140	EMERGENCY MGT CAPITAL OUTLAY	9,707.78	9,707.78	85,000.00	75,292.22	11.4
500-52320-140	FIRE SUPPRESSION/CAPITAL OUTLA	.00	109,975.00	.00	(109,975.00)	.0
	TOTAL COST CATEGORY 52	9,707.78	119,682.78	151,800.00	32,117.22	78.8
	<u>COST CATEGORY 54</u>					
500-54310-140	STREETS/HIGHWAYS	1,295.63	1,295.63	500,000.00	498,704.37	.3
	TOTAL COST CATEGORY 54	1,295.63	1,295.63	500,000.00	498,704.37	.3
	<u>COST CATEGORY 55</u>					
500-55410-140	PARKS/CAPITAL OUTLAY	.00	1,077.50	752,000.00	750,922.50	.1
500-55411-140	BEACH/LAUNCH/LAKEFRONT/CAPITAL	29,354.00	29,354.00	75,000.00	45,646.00	39.1
	TOTAL COST CATEGORY 55	29,354.00	30,431.50	827,000.00	796,568.50	3.7
	TOTAL FUND EXPENDITURES	50,633.39	161,685.89	1,478,800.00	1,317,114.11	10.9
	NET REVENUE OVER EXPENDITURES	(50,633.39)	(161,685.89)	(1,478,800.00)	(1,317,114.11)	(10.9)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
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 3 MONTHS ENDING MARCH 31, 2023

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
600-59160-000 PRINCIPAL-DEBT SERVICE LTD	611,427.00	611,427.00	611,427.00	.00	100.0
600-59260-000 INTEREST-DEBT SERVICE LTD	153,985.26	153,985.26	288,034.00	134,048.74	53.5
TOTAL COST CATEGORY 59	765,412.26	765,412.26	899,461.00	134,048.74	85.1
TOTAL FUND EXPENDITURES	765,412.26	765,412.26	899,461.00	134,048.74	85.1
NET REVENUE OVER EXPENDITURES	(765,412.26)	(569,643.36)	.00	569,643.36	.0

ORDINANCE #2023-01
AN ORDINANCE AMENDING SECTION 390-0207C. AND SECTION 390-0223C.
OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY CONCERNING
COMMUNICATION TOWERS

WHEREAS, the Village of Williams Bay Building, Zoning and Ordinance Committee having recommended that communication towers be allowed as a conditional use in the Agricultural Holding District (AH) and the Public and Institutional District (P & I); and

WHEREAS, the Plan Commission of the Village of Williams Bay having held a duly noticed public hearing to address the proposed creation of Section 390-0207C. (25) and the proposed creation of Section 390-0223C. (17) of the Code of Ordinances which will allow for the village to permit communication towers as a conditional use in the Agricultural Holding District (AH) and the Public and Institutional District (P & I); and

WHEREAS, following said public hearing, the plan commission having voted to recommend to the village board the above stated amendments to Chapter 390 of the Code of Ordinances of the Village of Williams Bay; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is appropriate to accept the recommendation of the plan commission and the Building, Zoning and Ordinance Committee regarding enacting the proposed amendments to Chapter 390 of the Code of Ordinances to facilitate the location of communication towers in the Agricultural Holding District (AH) and the Public and Institutional District (P & I) as a conditional use.

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

Section I. Section 390-0207C. (25) is hereby created to read as follows:

(25) Communication Tower (per §390-0311E.).

Section II. Section 390-0223C. (17) is hereby created to read as follows:

(17) Communication Tower (per §390-0311E.).

Section III. 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: _____

**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

**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

ORDINANCE #2023 - 03
AN ORDINANCE AMENDING SECTION 238-1A. OF THE CODE OF ORDINANCES
OF THE VILLAGE OF WILLIAMS BAY CONCERNING CURFEW HOURS

WHEREAS, the Building Zoning and Ordinance Committee of the Village of Williams Bay having recommended to the Village Board that Section 238-1A. of the Code of Ordinances be amended to adjust the curfew hours for minors on weekends to begin at 12:01 a.m., in place of the current 11:00 p.m. in effect for the remaining nights of the week; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that is appropriate to accept the recommendation of the Building, Zoning and Ordinance Committee to so adjust the curfew hours for minors on weekends to begin at 12:01 a.m., from the current 11:00 p.m. currently in effect on weekends.

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

Section I. Section 238-1A. of the code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

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. of the following day on any Sunday, Monday, Tuesday, Wednesday or Thursday, and between the hours of 12:01 a.m. and 6:00 a.m. on any Saturday or Sunday 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.

Section II. 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
ORDINANCE NO. 2023-05**

**AN ORDINANCE AMENDING THE WILLIAMS BAY
VILLAGE CODE REGARDING WALWORTH AVENUE ON STREET PARKING HOURS
(From Maximum 1 hour to 2 hours)**

WHEREAS, pursuant to the Wisconsin Statute Chapter 349 ‘Vehicles – Powers of State and Local Authorities’ *et seq.*, the Village has the authority to regulate the stopping, standing or parking of vehicles in the Village; and

WHEREAS, pursuant to Chapter 345 ‘Vehicles and Traffic’ of the Williams Bay Village Code, the Village has adopted Parking Restrictions on Walworth Avenue between Geneva Street and Cherry Street in the Village; and

WHEREAS, the Village currently authorizes parking on Walworth Avenue between Geneva Street and Cherry Street limited to not more than one hour in duration and marked by official “one hour parking zone” signs; and

WHEREAS, the Village of Williams Bay: Streets & Highways; Finance and Personnel and Building, Zoning & Ordinance Committees have determined that it is in the best interests of the Village and its residents to amend the Williams Bay Village Code, as set forth herein, to modify the maximum authorized hours for parking on Walworth between Geneva Street and Cherry Street from one hour to two hours;

WHEREAS, the Village Board of the Village of Williams Bay having determined that is appropriate to accept the recommendation of the Committees to modify the maximum authorized hours for parking on Walworth between Geneva Street and Cherry Street from one hour to two hours;

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I. Section 345-4. of the code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

345-4 Paragraph B

Walworth Avenue parking. No person shall park a vehicle on Walworth Avenue between Geneva Street and Cherry Street except at an angle on the east side of the street and parallel to the west side of the street between the marked lines. Parking on Walworth Avenue between Geneva Street and Cherry Street shall be limited to not more than ~~one~~ two hour in duration and shall be marked by official "~~one~~ two hour parking zone" signs.

Section II. 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 17th day of April, 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
RESOLUTION NO. R-8-23**

**A RESOLUTION AUTHORIZING LIONS CORN AND BRAT FEST FIREWORKS PROPOSAL
J&M DISPLAYS**

WHEREAS, the Village of Williams Bay Lions Club hosts the Annual Corn and Brat Fest; and

WHEREAS, the Village of Williams Bay contracts to provide fireworks during the Lions Club Annual Corn and Brat Fest; and

WHEREAS, the Village of Williams Bay has contracted with J&M Displays to produce the fireworks displays for the Village since 2018; and

WHEREAS, the Village of Williams Bay sought Request For Proposals (RFPs) for fireworks displays during the Annual Lions Corn and Brat Fest; and

WHEREAS, the Village received three (3) proposals for fireworks displays all for the amount of \$25,000; and

WHEREAS, the Village of Williams Bay: Parks & Lakefront Committee reviewed all three proposals and determined that it is in the best interests of the Village and its residents to authorize approval of an agreement with J&M Displays; and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended proposal;

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended proposal in the total amount of \$25,000, and authorizes an agreement therefore.

Approved by the Village Board of the Village of Williams Bay this 17th day of April, 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



April 5, 2023

Dear Village of Williams Bay board members,

Thank you for the opportunity to submit a proposal for the 2023 Williams Bay Lions Club Corn & Brat Festival fireworks display. 2023 marks J&M's 42nd year in the fireworks business. Please let me tell you a bit about J&M's background.

J&M Displays, Inc. has enjoyed shooting your display since 2018 and looks forward to working with the Village and Lions Club again. We are no stranger to the lakes area, having shot displays both on and off the water in many communities in the area. A few of our clients include the Milwaukee Lakefront Fireworks, the Lake Geneva Jaycees Venetian Festival, the Fontana 4th of July, and the city of Delavan 4th of July. The last three of these have been J&M clients for over 25 years! We have very good working relationships with Geneva Lake Law Enforcement, the Water Safety Patrol, and many fire and police departments around the lakes area. We have a spotless safety record here.

One item that sets apart from most of our competitors is our \$10,000,000 liability insurance coverage which is extended to cover your event. I have included a copy of our insurance certificate for your verification. This coverage not only covers the Village, but also the Lions Club, and Austin Pier Service and their barges. Most policies do not cover vessels not owned by the fireworks company...ours does! We also have a few incentive programs to help out our customers during these economically challenging times.

The Village has taken part in two of our bonus programs which give FREE fireworks to the display. The first is an early pay incentive which gets you 8% Bonus fireworks for paying for your display 70 days before the show date. With this year's program, that is \$1478 in additional fireworks.

The other program is a customer loyalty program for clients who retain our services back to back years. The Village has reached our highest bonus level, 15%, and will receive \$2397 in free fireworks for this bonus. Those together total \$4175 of free material for your display.

This year's display is programed to last between 19 and 20 minutes. It will be scripted into a computer and fired on site using a wireless firing system so the creww does not have to be on board the fireworks barges during the display. The final page of the display of the proposal has a breakdown of sizes/quantities of materials that will be used in the display.(if anyone would like to see a shell by shell priced proposal, I will happy to forward that to you as well)

Fireworks proposals are very hard to compare just on paper, as quality of fireworks, timing, artistry, and consistancy usually are not listed. We hope that what we have done for you in the past years is a good representation of the type of displays and work ethic we will continue to provide you into the future.

Thank you for your consideration!

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan D. Olson". The signature is fluid and cursive, with a large initial "B" and "O".

Bryan D. Olson

Sales Representative/ Display Operator



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival - 2023

Opening

2.5 Inch Finales

Quantity	Name	Rising Effect
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4	Color Chrys Dark Star Salute Combo Chains 10 Shot finale chain	
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Category Shell Count: 40

6 Inch Special Effect Shells

Quantity	Name	Rising Effect
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1	Nishiki kamuro to green strobe w/green strobe pistil	
---	--	--

Category Shell Count: 1

Section Shell Count: 41

Flights

3 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

3	Half red half blue chrysanthemum with silver peony ring	
3	Gold Spangle chrysanthemum with crackling	
3	Nishiki kamuro niagara falls	
3	3" Brocade Crown crossette	
3	3" FLOWER CROWN HORSE TAIL	
3	3" WHITE STROBE HORSE TAIL	

Category Shell Count: 18

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
----------	------	---------------

3	Gold glitter rays with purple and green ELECTRIC FIRE ONLY (cylinder)	
3	3" Red white blue with titanium salute (Cylinder)	
3	Farfallas and silver glitter to red ELECTRIC FIRE ONLY (cylinder)	
3	Kamuro serpents to reports with green and violet center ELECTRIC FIRE ONLY (cylinder)	

Category Shell Count: 12

4 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

4	4" BROCADE CROWN HORSE TAIL	
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Category Shell Count: 4

5 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

4	5" Red waterfall	
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Category Shell Count: 4

Section Shell Count: 38

Main Event



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival - 2023

Main Event

3 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

- | | | |
|---|---|--|
| 1 | Assortment H of 20 different J&M shells ELECTRIC FIRE | |
| 2 | Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE | |
| 1 | Assortment Y of 10 pairs of 3" J&M shells ELECTRIC FIRE (Low fallout) | |

Category Shell Count: 80

4 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

- | | | |
|---|---|--|
| 1 | Gold willow with color pistil | |
| 1 | Lemon Dahlia | |
| 1 | 4" Dispark Chrys (crackle) | |
| 1 | 4" TANGERINE PEONY | |
| 2 | 4"BLUE TO SILVER PEONY | |
| 2 | 4"GOLDEN WAVENEW GRASS GREEN | |
| 2 | 4"SILVER WAVENEW GRASS GREEN | |
| 2 | 4"YELLOW TO WHITE PEONY | |
| 1 | 4" BLUE CROSSETTE | |
| 1 | 4" PINK DRAGON (comets to reports) | |
| 1 | 4" Shell Brocade Crown | |
| 1 | 4"Blue to silver chry. | |
| 1 | 4"Flower crown coconut | |
| 1 | 4"Golden flash to color | |
| 1 | 4"RED TO BLUE CROSSETTE | |
| 2 | 4"Red Ring white strobe to salute | |
| 1 | 4"SILVER CRACKLING STARS | |
| 1 | 4"SILVER TO GREEN CROSSETTE | |
| 1 | 4"Silver time rain to white flash | |
| 1 | 4"WHITE STROBE HORSE TAIL | |
| 1 | 4"Dragon Eggs | |
| 1 | Brocade Crown crossette | |
| 1 | Brocade crown coconut | |
| 1 | Assortment O of 18 different (36 shells) J&M Brand shells ELECTRIC FIRE | |

Category Shell Count: 64

4 Inch Special Effect shells

Quantity	Name	Rising Effect
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- | | | |
|---|--|--|
| 2 | 4" BLUE STROBE HORSE TAIL | |
| 2 | 4" FALLING LEAVES GREEN | |
| 2 | 4" FALLING LEAVES RED | |
| 1 | 4" WHITE STROBE | |
| 1 | Brocade flower crown bowtie with red ring | |
| 1 | Silver dragon w/ red crossette ring (cylinder) | |

Category Shell Count: 9



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival - 2023

Main Event

5 Inch Color Shells

Quantity	Name	Rising Effect
1	5"Blue to red to crackle	
1	1/4 Peony with crackle pistil	
1	5" CRACKLING WILLOW	
1	5" NEW COLOR CROSSETTE	
1	5"Blue dark golden flash	
1	5"Brocade Crown to white flash	
1	5"Golden chry. flower (crackle)	
1	5"Green coconut w/big brocade tail	
1	5"Green spike	
1	5"New grass green chry.	
1	5"RED TRACER	
1	5"Red coconut w/big brocade tail	
1	5"Silver crown to red spike	
1	Medusa pattern (E-Fire ONLY) (assorted case)	
1	White strobe to reports	
1	Willow to variegated w/ rising flowers	
2	Assortment O of 15 different J&M Brand shells ELECTRIC FIRE	

Category Shell Count: 46

5 Inch Special Effect Shells

Quantity	Name	Rising Effect
2	Var. color crackling diadem	
1	Var. color flowers sheet with spangle pistil	
1	Var. color meteor	
1	5"Golden flash	
1	5"Lemon special flash	
1	Willow with flickering with purple and lemon dahlia pistil	

Category Shell Count: 7

6 Inch Color Shells

Quantity	Name	Rising Effect
1	Assortment B of 9 different T-Sky brand shells ELECTRIC FIRE	
1	Assortment C of 9 different J&M brand shells ELECTRIC FIRE	
1	Assortment O of 9 different J&M Brand shells ELECTRIC FIRE	
1	Assortment Q of 9 different Long Duration J&M Brand Shells ELECTRIC FIRE	
1	Assortment T of 9 different J&M brand shells ELECTRIC FIRE	

Category Shell Count: 45

Section Shell Count: 251

Finales

4 Inch Finales

Quantity	Name	Rising Effect
3	Color (rainbow) 8 shot finale chain	

Category Shell Count: 24



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival - 2023

Finales

2.5 Inch Finales

Quantity	Name	Rising Effect
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6	Spiderweb 10 Shot finale chain	
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Category Shell Count: 60

3 Inch Finales

Quantity	Name	Rising Effect
----------	------	---------------

15	Rainbow 10 Shot finale chain	
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6	Red salute and blue dahlia 10 Shot finale chain	
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Category Shell Count: 210

5 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

6	Assorted Chrysanthemums (E-FIRE Only)	
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5	5" Brocade Crown	
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Category Shell Count: 11

6 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

6	Brocade Crown crossette	
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Category Shell Count: 6

Section Shell Count: 311

Miscellaneous

Glow Stick

Quantity	Name	Rising Effect
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10	Glow - Concert Stick (10" glow stick)	
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Category Shell Count: 0

Racks - Metal

Quantity	Name	Rising Effect
----------	------	---------------

2	Carpet runner (12" X 200') for covering racks	
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Category Shell Count: 0

Ignition Items

Quantity	Name	Rising Effect
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300	MJG 10' (non-regulated ATF) Igniters with 10' leads (FWI 10 - 30 per box)	
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75	MJG 15' (non-regulated ATF) Igniters with 15' leads (FWI15 - 20 per box)	
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Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

Proposal #: 24126 Designed on: 2023-04-05 17:04:06 Printed on: Wed Apr 5 12:04:59 2023 Page: 4 of 6

18064 170th Avenue, Yarmouth, Iowa 52660-9772
1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com



J&M Displays Proposal for: **Village of Williams Bay Lions Corn & Brat Festival - 2023**

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Silver spinners to Red & Blue w/ report finale 36 shot "I" shape	
1	Five changing effect cake 100 shot	
1	Red comets to Red Strobe Willow with Blue 49 shot	
1	Super crown with blue stars with mines 49 shot	

Category Shell Count: 234

4 Inch Color Shells

Quantity	Name	Rising Effect
1	Rainbow crossette	

Category Shell Count: 1

6 Inch Special Effect Shells

Quantity	Name	Rising Effect
1	Reddish gamboge to green & purple swimming w/crackling pistil	
1	Strobing chrys w/var. color flower sheets	
1	Reddish gamboge to green crackling chrys w/double crackling pistils w/gold tail	

Category Shell Count: 3

Section Shell Count: 238

15% Free for Loyalty Program

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Gold flash tail to red green blue dahlia chrysanthemum 100 shot	
1	Silver Lion blood red and blue dahlia 80 shot fan	

Category Shell Count: 180

4 Inch Color Shells

Quantity	Name	Rising Effect
1	Color dahlia with silver strobe	
1	Crackling willow	

Category Shell Count: 2

4 Inch Finales

Quantity	Name	Rising Effect
6	Color (rainbow) 8 shot finale chain	

Category Shell Count: 48

Section Shell Count: 230



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival - 2023

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: **\$25,000.00**

Total Shot Count: 1109

Packing Check: 567

Date of Display: 08/12/23

Customer Number: 12222

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

Diameter	Quantity	Shots	Racks
Shells			
3"	34	110	11
4"	45	80	10
5"	40	68	14
6"	15	55	14
Shells Shot Ct: 313			
Multi-shell Barrage Units			
0.75"	1	100	
1.2"	5	314	
Multi-shell Barrage Units Qty: 6 Shot Ct: 414			
Finales			
2.5"	10	100	10
3"	21	210	21
4"	9	72	9
Finales Qty: 40 Shot Ct: 382			
Igniters Needed: 359			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2023

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Denali Insurance Company	
	INSURER B: Axis Surplus Ins Company	
	INSURER C: Everest Indemnity Insurance Co.	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1391962331**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC		SI8ML00060-231	1/15/2023	1/15/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$
						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 ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		SI8CA00033-231	1/15/2023	1/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		P-001-000063943-05	1/15/2023	1/15/2024	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
C	Excess Liability #2		SI8EX01313-231	1/15/2023	1/15/2024	Each Occ/ Aggregate Total Limits	\$4,000,000 \$10,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

FIREWORKS DISPLAY DATE: August 12, 2023

RAIN DATE: August 13, 2023

LOCATION OF EVENT: Geneva Lake, Williams Bay, Wisconsin

ADD'L INSURED: The Village of Williams Bay, Wisconsin, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, event sponsors & landowners as their interest may appear in relation to this event; Williams Bay Lions Club (sponsor); Austin Pier Service (barge supplier)

CERTIFICATE HOLDER**CANCELLATION**

Village of Williams Bay PO Box 580 Williams Bay WI 53184 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of April, 2023, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and Village of Williams Bay, WI, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 25,000 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of August 12, 2023 at approximately 9:00 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- ☐ The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☒ \$ 25,000 in full by June 3, 2023 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- ☐ \$ _____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ☐ 5% ☐ 10% ☒ 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of August 13, 2023 or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: Bryan D Olson

BY: _____

ROLE: Sales Representative

ROLE: _____

J&M Displays, Inc.

ENTITY: _____

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of April, 2023, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and Village of Williams Bay, WI, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 25,000 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of August 12, 2023 at approximately 9:00 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- ☐ The sum of \$_____ as a down payment upon execution of this Agreement. The balance of \$_____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☒ \$ 25,000 in full by June 3, 2023 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- ☐ \$_____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ☐ 5% ☐ 10% ☒ 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of August 13, 2023 or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

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- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: Bryan D Olson
ROLE: Sales Representative

J&M Displays, Inc.

BY: _____
ROLE: _____
ENTITY: _____

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.

April 5, 2023

David Lothspeich, Administrator
Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191

Subject: Additional Sidewalk Replacement on Elkhorn Road

Dear Mr. Lothspeich,

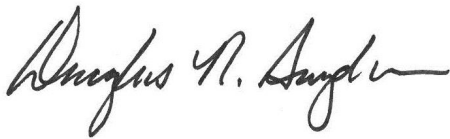
Attached is a packet showing broken and heaving sidewalk sections on Elkhorn Road between Olive Street and Stark Street; the WDOT refused to replace these sections. Also attached is a quote for \$12.50 per square foot from JW Schultz Construction (Schultz).

Schultz is the subcontractor to Payne & Dolan, Inc. that is constructing the concrete improvements under the WDOT contact. Initially this quote appeared high based on their \$6.25 per square foot WDOT bid price. However, that price did not include sidewalk removal being completed by Payne & Dolan. In addition, the City of Burlington recently bid a sidewalk replacement program that included four bidder's ranging from \$9.49 to \$18.40 per square foot. The Burlington scope is similar to the work proposed by Schultz.

Given the above results, we believe that the price from Schultz is reasonable and recommend approval of the quote for \$12.50 per square foot. The estimated quantity is 480 square feet for a cost of \$6,000. The quote assumed a quantity of 750 square feet, but Schultz will only be paid for the sidewalk completed. We ask for a not to exceed amount of \$9,000.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, P.E.

DRS/drs

Encs.

C/encs.: Brett Biwer, PE
Wayne Edwards, DPW

P:\WLMSP\ADDITIONAL SIDEWALK BIDS.DOC

PROPOSAL



JW Schultz Construction Co., Inc.

N2941 Banker Road, PO Box 159, Fort Atkinson, WI 53538
Ph: (920) 568-8699 ~ Fax: (920) 568-8819

jason@jwschultz.net

WE ARE MEMBERS OF LOCALS 139, 464 & 599

Date/Time: 4/4/2023

Project: City Sidewalk Repairs

Location: Williams Bay, Wis

PRICING:

<u>P I N</u>	<u>Description</u>	<u>Quantity</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Extension</u>
	Removal and Replacement of Approx. 750 SF of Sidewalk with NO Restoration on Hwy 67 Between Olive Street & Stark Street on the West Side	750	SF	12.50	\$9,375.00
				Total	\$9,375.00

1 Mobilizations Have Been Included.
NO_ Bond Has Been Included

Exclusions:

~~GC To Provide Base For All Walks & Curbs Unless Otherwise Noted.~~
~~Layout Or Staking By Others.~~

No Backfill Behind Walks Or Curbs, Topsoil, Plantings Or Restorations.

~~No Excavation, Removals Or Saw Cutting Unless As A Pay Item.~~

~~Grade to be +/- .10 From Bottom of Concrete~~

~~Traffic Control For Our Participation Only.~~

~~This Bid is For Work Completed by October 31st. Cold costs shall be added for all work after October 31st.~~

~~Cold Cover Plastic per Layer \$.75 a LF for Curb, \$.35 a SF for Flatwork~~

~~Straw \$.35 a LF For Curb, \$.75 a SF for Flatwork~~

~~Heated Concrete \$.60 a LF for Curb & \$.18 a SF for Flatwork~~

JW SCHULTZ CONSTRUCTION CO., INC.

GENERAL CONTRACTOR

By: _____

By: _____

Date: _____

Date: _____

If You Have Any Questions, Please Call Jason (608) 295-6891. Quote is good for 30 days.

All Bids Received
January 10, 2023

Proposal Call: 015 Proposal ID: 20230110015

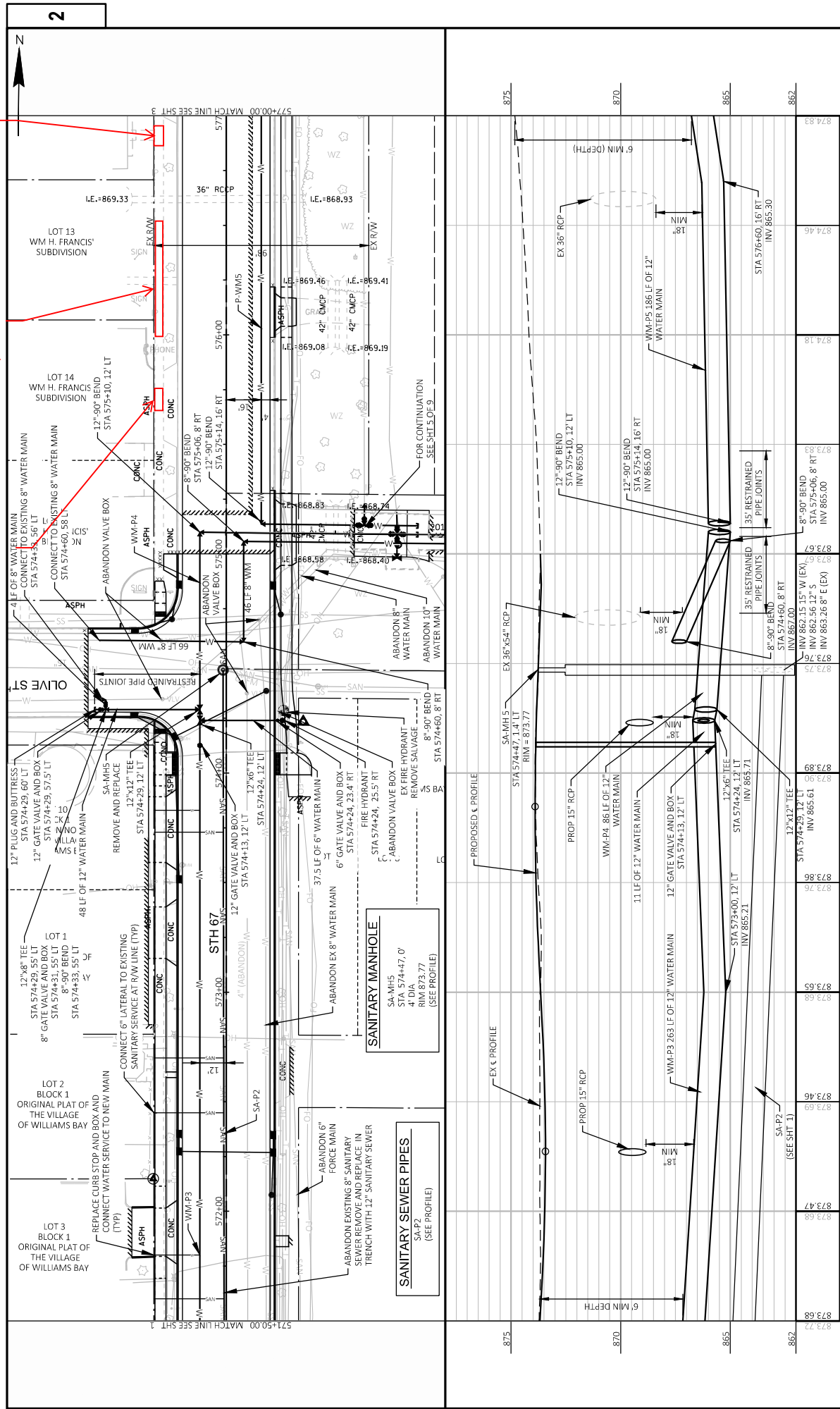
State Project(s): 3325-06-71
3325-06-72

Location: Walworth

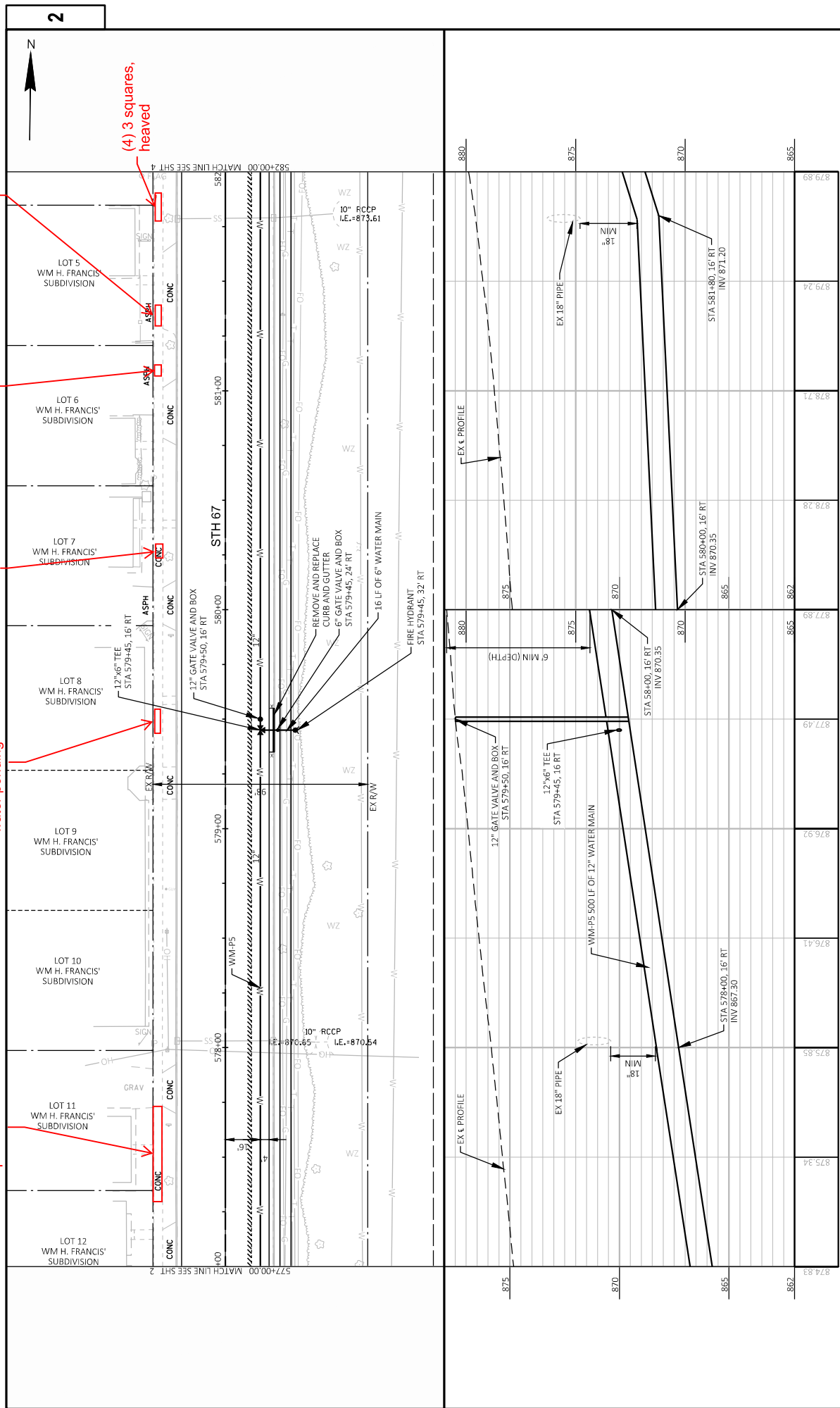
Walworth - Elkhorn; Geneva St To Glenwood Dr
STH 067, Walworth County
Walworth - Elkhorn

Item Number	Item Description	Unit	Estimated Quantity	Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Bid Price	Amount	Bid Price	Amount	Bid Price	Amount
522.2624	Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	EACH	2,000	1,607.42	3,214.84	1,600.00	3,200.00	0.00	0.00
522.2634	Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 34x53-Inch	EACH	2,000	2,221.59	4,443.18	3,900.00	7,800.00	0.00	0.00
601.0110	Concrete Curb Type D	LF	38,000	50.00	1,900.00	29.19	1,109.22	0.00	0.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	2,476,000	22.00	54,472.00	27.55	68,213.80	0.00	0.00
601.0600	Concrete Curb Pedestrian	LF	86,000	40.00	3,440.00	46.83	4,027.38	0.00	0.00
602.0410	Concrete Sidewalk 5-Inch	SF	8,900,000	6.25	55,625.00	7.00	62,300.00	0.00	0.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	130,000	40.00	5,200.00	41.19	5,354.70	0.00	0.00
602.0605	Curb Ramp Detectable Warning Field Radial Yellow	SF	12,000	75.00	900.00	94.20	1,130.40	0.00	0.00
606.0200	Riprap Medium	CY	82,000	78.61	6,446.02	176.00	14,432.00	0.00	0.00
608.0412	Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	LF	243,000	99.54	24,188.22	130.00	31,590.00	0.00	0.00
608.0415	Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	LF	192,000	105.93	20,338.56	145.00	27,840.00	0.00	0.00
611.0535	Manhole Covers Type J-Special	EACH	3,000	625.78	1,877.34	550.00	1,650.00	0.00	0.00
611.0624	Inlet Covers Type H	EACH	7,000	846.27	5,923.89	816.00	5,712.00	0.00	0.00
611.0639	Inlet Covers Type H-S	EACH	12,000	644.52	7,734.24	614.00	7,368.00	0.00	0.00
611.2004	Manholes 4-FT Diameter	EACH	1,000	2,683.83	2,683.83	2,053.00	2,053.00	0.00	0.00
611.2005	Manholes 5-FT Diameter	EACH	1,000	5,383.29	5,383.29	3,100.00	3,100.00	0.00	0.00
611.3004	Inlets 4-FT Diameter	EACH	4,000	2,929.21	11,716.84	2,037.00	8,148.00	0.00	0.00
611.3230	Inlets 2x3-FT	EACH	12,000	2,418.49	29,021.88	1,800.00	21,600.00	0.00	0.00
611.8110	Adjusting Manhole Covers	EACH	9,000	614.12	5,527.08	350.00	3,150.00	0.00	0.00
611.8115	Adjusting Inlet Covers	EACH	1,000	504.92	504.92	350.00	350.00	0.00	0.00

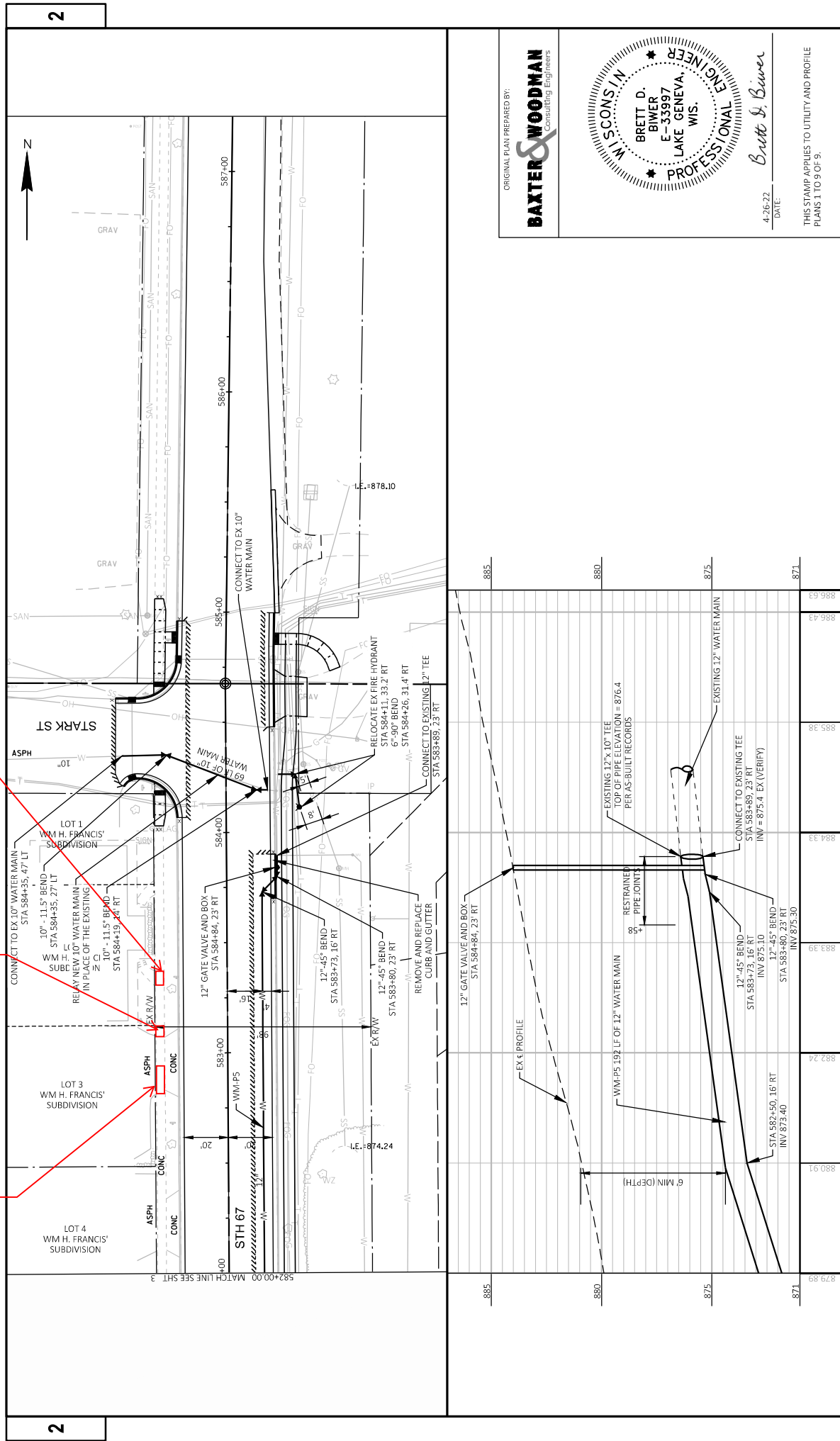
(12) 3 squares, cracked, driveway
(11) 14 squares, backpitched/heaved
(10) 2 squares, cracked



PROJECT NO: 3325-06-72	UTILITY AND PROFILE: STA 571+50 TO STA 577+00	SHEET 56
FILE NAME: I:\CRYSTAL LAKE\WAL\S\18194-HIGHWAY 67 UTILITY IMPROVEMENTS\18194-SHT 67\18194-SHT 67.dwg	COUNTY: WALWORTH	PILOT NAME: URSLA, K. ROTSCH
LAYOUT NAME: STH 67	PILOT DATE: 6/30/2022 2:38 PM	PILOT SCALE: 1 IN=40 FT HORIZ 1 IN=10 FT VERT



PROJECT NO: 3325-06-72		COUNTY: WALWORTH		UTILITY AND PROFILE: STA 577+00 TO STA 582+00		SHEET 57		SHEET 3 OF 9	
FILE NAME: I:\CRYSTAL LAKE\WALWORTH\HIGHWAY 67 UTILITY IMPROVEMENTS\STH 67\WISDOT FILES\181394-STH 67\CHITTSPLAIN\02300-LUP.DWG		PLOT DATE: 6/30/2022 2:39 PM		PLOT BY: URSULA K. BOTSCH		PLOT SCALE: 1 IN=40 FT HORZ 1 IN=10 FT VERT		WISDOT/CAD05 9-EE7-14	



(3) 1/2 driveway apron, cracked

(2) 1 square, settled

(1) 1 square, cracked

ORIGINAL PLAN PREPARED BY:

BAXTER & WOODMAN
Consulting Engineers

WISCONSIN PROFESSIONAL ENGINEER
BRETT D. BIWER
E-33987
LAKE GENEVA, WIS.

DATE: 4-26-22

THIS STAMP APPLIES TO UTILITY AND PROFILE PLANS 1 TO 9 OF 9.

PROJECT NO: 3325-06-72	COUNTY: WALWORTH	UTILITY AND PROFILE: STA 582+00 TO STA 585+10	SHEET 38	E
FILE NAME: I:\CRYSTAL LAKE\WALWORTH\HIGHWAY 67 UTILITY IMPROVEMENTS\STH 67\UTILITY\PLAN\02300-UP.DWG	PILOT DATE: 9/14/2021 1:28 PM	PILOT BY: URSULA K. ROTSCH	PILOT SCALE: 1 IN=40 FT HORIZ 1 IN=10 FT VERT	WISDOT/CAD05 9-SET 14
LAYOUT NAME: STH 67-4				





2,3





5









6



9

10





12

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-9-23**

**A RESOLUTION AUTHORIZING SIDEWALK REPLACEMENT
ON STATE HIGHWAY (STH) 67 – ELKHORN ROAD**

WHEREAS, the Wisconsin Department of Transportation (WDOT) is repaving State Highway (STH) 67 – Elkhorn Road,

WHEREAS, the Village Engineer identified areas of sidewalk between Olive Street and Stark Street heaving due to tree roots and age that require replacement and WDOT refused to replace; and

WHEREAS, WDOT Contractor Payne and Dolan subcontractor JW Schultz Construction (Schultz) is constructing the STH 67 – Elkhorn Road concrete improvements provided a quote for \$12.50 per square foot with an estimated quantity of 750 square feet at a maximum cost of \$9,375, and

WHEREAS, As recommended by the Village Engineer, the Village of Williams Bay: Streets & Highways; Finance and Personnel and Water & Sewer Committees have determined that it is in the best interests of the Village and its residents to authorize approval of an agreement with (Schultz) to replace the failed sidewalk sections at a maximum cost of \$9,000, and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended quote;

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended quote in the total amount not to exceed \$9,000, and authorizes an agreement therefore.

Approved by the Village Board of the Village of Williams Bay this 17th day of April, 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



Capital Improvement Planning Model

Wisconsin municipalities face unique fiscal challenges – and you deserve a partner with the experience and understanding to address them. The Public Finance Team at Baird has created the Baird Capital Improvement Planning Model and is committed to providing an annual plan to aid in the decision-making process for annual budget planning that ensures the adequate maintenance, acquisition, and construction of capital projects.

The Baird Capital Improvement Planning Model is a short- and long-term plan for physical development and infrastructure investment within a municipality.

Customized to your municipality, Baird's Capital Improvement Planning Model brings clarity to your municipality's financial planning goals with a comprehensive tool designed to help guide future decisions.

To learn how this valuable tool can serve your municipality, contact Public Finance Specialist Adam Ruechel at 920-433-7373 or aruechel@rwbaird.com.

Why do I need a Capital Improvement Plan?

Utilizing the Baird Capital Improvement Model creates a working blueprint for sustaining and improving communities' infrastructure. The model helps leaders make good planning choices based on specific goals and resources.

Benefits

- Assists municipalities in anticipating needs rather than reacting to problems in the moment.
- Provides leaders time to implement projects gradually opposed to all at once.
- Community/staff involvement throughout the process.
- Provides way to inventory and track current and anticipated capital expenditure needs.
- Provides financially stable approach to spending over multiple year.
- Easy to understand public document to build community support and maintain public trust.
- Positive evaluation factor by credit rating and grant funding agencies.
- Links strategic and comprehensive plans with fiscal capacity.
- Integrates into annual budget process.
- Updated annually.
- Helps determine most economical means of financing a project.

Customized to your municipality, Baird's Capital Improvement Planning Model brings clarity to your municipality's financial planning goals with a comprehensive tool designed to help guide future decisions.

Wisconsin Municipal Business Solutions Team

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What belongs in a CIP?

In general, the Baird Capital Improvement Planning Model includes the following elements:

- Policy Information
- Plan Summary
- Department Summaries/Justification
- Proposed Plan Funding Sources
- Estimated Project Timelines
- Project Prioritization

VILLAGE OF SISTER BAY
CAPITAL IMPROVEMENT PLAN
2023-2027
PROJECT OR PROGRAM / DESCRIPTION & JUSTIFICATION

Category: General Government
Program/Project Name: Land Acquisition Reserve
Program/Project #: 05/0001-2023-2027

Department: General Government
Contact: Julie
Type: Land
Useful Life: 50 years
Priority: 1 - Maintain/Public Works/Greater than 3 Years
Purpose: New Program/Service

Note: Program/Project Name and # Referenced on Category Sheet.

Description:
Establish Land Acquisition Reserve - no change from prior year.

Justification:
Creation of a Land Acquisition Reserve would set up the Village for the ability to purchase land for Village use or continue creating districts for potential development. Potential future purchases include land for a cemetery.

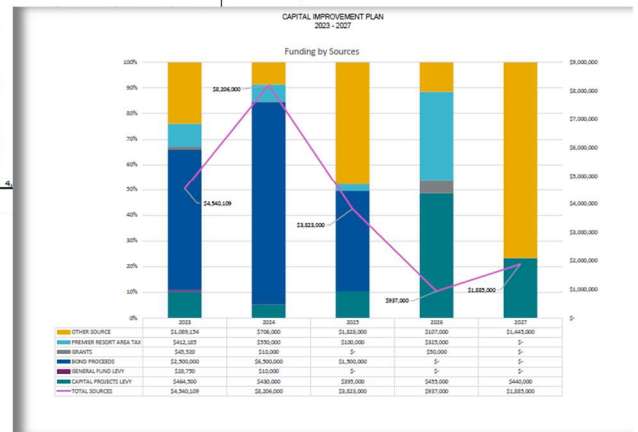
Expenditures (Uses)	2023	2024	2025	2026	2027	Total
Land Acquisition Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Sources	2023	2024	2025	2026	2027	Total
Capital Projects Levy	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 125,000
Total	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 125,000

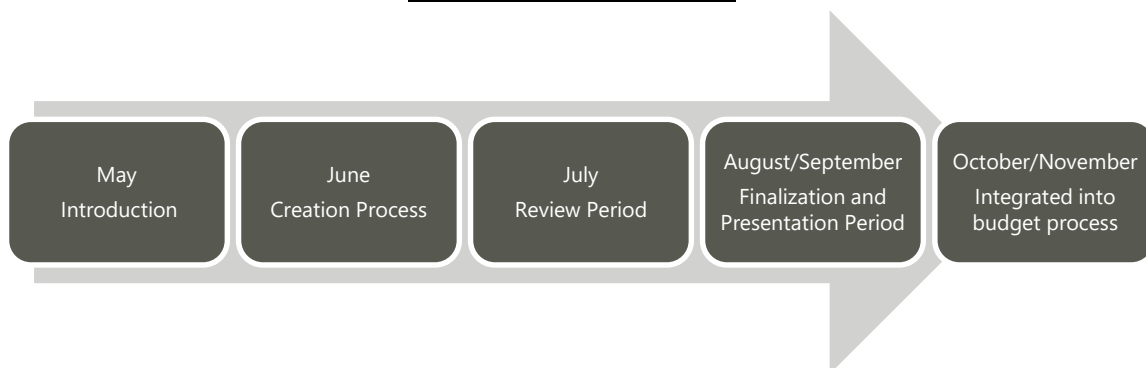
Budget Impact/Other:
Financial Impact to budget of \$25,000 per year. No land acquisition plans in the immediate future.

VILLAGE OF SISTER BAY
CAPITAL IMPROVEMENT PLAN
2023-2027
SUMMARY OF FUNDS

	2023	2024	2025	2026	2027	Total
EST. BEGINNING FUND BALANCE	\$4,931,993	\$ 4,551,428	\$3,306,684	\$4,386,684	\$3,214,184	
FUNDING SOURCES						
CAPITAL PROJECTS LEVY	\$ 464,500	\$ 430,000	\$ 395,000	\$ 455,000	\$ 440,000	\$ 2,184,500
GENERAL FUND LEVY	\$ 26,750	\$ 10,000	\$ -	\$ -	\$ -	\$ 36,750
BOND PROCEEDS	\$ 2,500,000	\$ 6,500,000	\$ 1,500,000	\$ -	\$ -	\$ 10,500,000
GRANTS	\$ 45,520	\$ 10,000	\$ -	\$ 50,000	\$ -	\$ 105,520
PREMIER RESORT AREA TAX	\$ 412,185	\$ 520,000	\$ 100,000	\$ 325,000	\$ -	\$ 1,357,185
OTHER SOURCE	\$ 1,089,134	\$ 706,000	\$ 1,038,000	\$ 107,000	\$ 1,445,000	\$ 5,175,134
TOTAL SOURCES	\$ 4,547,189	\$ 8,276,000	\$ 3,033,000	\$ 937,000	\$ 1,885,000	\$ 19,678,189
TOTAL AVAILABLE FUNDS	\$ 9,479,182	\$ 12,827,428	\$ 6,339,684	\$ 5,323,684	\$ 5,099,184	
USES BY CATEGORY						
General Government & Administration	\$ 125,000	\$ 5,000,000	\$ 500,000	\$ -	\$ -	\$ 5,715,000
Fire	\$ 37,000	\$ 431,994	\$ -	\$ 400,000	\$ -	\$ 868,994
Parks	\$ 2,671,994	\$ 450,000	\$ 85,000	\$ 360,000	\$ 65,000	\$ 3,631,994
Streets	\$ 1,259,680	\$ 2,450,000	\$ 1,000,000	\$ 1,150,000	\$ -	\$ 6,859,680
Library	\$ 40,940	\$ 8,750	\$ -	\$ -	\$ 7,500	\$ 57,190
Ice Rink	\$ -	\$ -	\$ -	\$ -	\$ 1,790,000	\$ 1,790,000
Water	\$ 114,930	\$ 94,000	\$ 84,000	\$ 123,800	\$ 45,000	\$ 461,730
WWTP	\$ 51,010	\$ 144,500	\$ 30,500	\$ 36,600	\$ 5,000	\$ 267,610
	\$ 36,600	\$ 5,500	\$ 5,500	\$ 39,100	\$ 115,000	\$ 201,700
	\$ 571,500	\$ 506,000	\$ 1,038,000	\$ -	\$ -	\$ 2,115,500
	\$ 4,920,674	\$ 4,400,744	\$ 2,743,000	\$ 2,105,500	\$ 2,027,500	\$ 17,197,418
AMCE	\$ 4,551,428	\$ 3,306,684	\$ 4,386,684	\$ 3,214,184	\$ 3,071,804	



Sample Process & Timeline



Wisconsin Municipal Business Solutions Team

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April 2023

Village of Williams Bay

2024-2028 Capital Improvement Planning ("CIP")

Robert W. Baird & Co. Incorporated

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Discover the *Baird Difference*

Important Disclosures

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term “financial advisory services” means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms and other similar matters concerning such issuance.

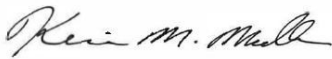
If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird’s primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm’s-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

Introduction

Dear Mr. Lothspeich:

On behalf of Robert W. Baird & Co. Incorporated (“Baird” or the “Firm”) I am pleased to present our credentials to provide the Village of Williams Bay (the “Village”) with assistance in the development of a Capital Improvement Plan. Baird and everyone assigned to serve the Village, collectively understand and are committed to perform the services outlined within the scope of services.

We sincerely appreciate the opportunity to continue to serve the Village.



Kevin Mullen
Director
(414) 765-8709
kmullen@rwbaird.com

About Baird

Firm Overview. Baird was founded in 1919 through the merger of two fixed income bond desks in Milwaukee, Wisconsin, where our headquarters remains. Our corporate structure includes five core businesses that provide fixed income markets (public finance and fixed income sales and trading), private wealth management, investment banking, private equity, and asset management services across the country. Baird is also a premier investment banking, private equity, and equity sales and trading partner to corporations and institutional clients around the world. ***Employee-owned, conservatively managed and operating the five diverse financial businesses mentioned above, we are able to maintain balanced revenues and grow in multiple market cycles, even in environments where other firms were forced to cut back or become absorbed by larger entities.***

Wisconsin-based Firm. Our Wisconsin presence includes 16 offices and nearly 1,900 full-time associates. Baird offers the largest public finance team in the state with dedicated experts in the areas of banking, analytics, official statement preparation and execution, and the municipal market. Our Wisconsin presence includes more than 30 dedicated public finance associates. We all share in the responsibility and are ready to deploy our services to provide support, guidance, and execution resulting in optimal results for our clients.

Baird is the **No. 1 underwriter of municipal bonds in the nation collectively since 2009** and for **past 22 consecutive years in Wisconsin** by number of issues. Additionally, Baird ranks among the top Municipal Advisors in the state based on both number of issues and par amount.¹ Baird is committed to serving local government in Wisconsin and has substantial market immersion throughout the State.

¹ Source: Ipreo MuniAnalytics as of December 31, 2022. Does not include Private Placements or Notes.

Scope of Services - Development of a Capital Improvement Plan (“CIP”)

Baird offers customized services and cost-effective tools tailored to meet the evolving needs of Wisconsin Municipalities. The purpose of this engagement is to assist the Village of Williams Bay in developing a Capital Improvement Plan that will provide an effective planning tool for evaluating and prioritizing capital projects.

Scope of Services. Baird shall provide the following general consulting services to Client as requested by Client:

- Facilitate and Coordinate the CIP development and creation
- Develop and Review CIP Threshold Policy
- Develop CIP Introduction Narrative and Benefits
- Develop CIP Creation and Planning Process Timeline (Draft timeline can be found in Exhibit I)
- Assist in the development of the CIP, Fixed Asset Listing, Priority Rankings
- Attend and meet with department staff and elected officials during CIP development
- Provide CIP Component Templates (including but not limited to Summary of Funds, Funding Sources and Uses Graphical Charts, Sources and Uses by Department, Program and/or Project Description & Justification, Beyond 5-Year Period)
- Attend public meetings (in person or electronically) to present the CIP
- Attend governing body CIP adoption meeting
- Annual CIP Support

Compensation and Terms of Payment. For the general consulting services provided hereunder, Baird shall receive the following compensation: A fixed fee equal to \$5,000 payable within 10 business days upon completion of the Scope of Work as outlined above. The Client shall have the option to have Baird annually update the CIP at an annual rate of \$750 per year, payable by December 31st in the year of the update.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

Resumes of Assigned Individuals

Kevin Mullen, Director

(414) 765-8709 | kmullen@rwbaird.com

With more than 30 years of experience in the municipal bond industry, Kevin has built an extensive resume in municipal financing across the State of Wisconsin. He has provided tax-exempt financings for all types of municipal entities and has assisted more than 100 communities in meeting their capital needs. Kevin has provided issuers with greater flexibility and interest cost savings by developing structuring and defeasance techniques. He also helped create a cash flow management program that allowed dozens of school districts in the State to efficiently address their cash flow needs. He earned his Bachelor of Science in Business Administration with a specialization in Finance from Marquette University and is licensed through the Financial Industry Regulatory Authority (FINRA) as a Municipal Advisor Representative (Series 50), Municipal Securities Representative (Series 52), and as a Uniform Securities Agent (Series 63).

Adam Ruechel, Vice President

(920) 433-7373 | aruechel@rwbaird.com

Adam joins Baird with more than 16 years serving in Wisconsin’s public and private sectors. After spending several years as a workforce management and then financial analyst in Green Bay, he became

the Assistant to the Administrator for the Village of Hobart in 2016 and then Village Administrator and Treasurer for the Village of Marshall in 2017. Adam more recently served as the Platteville City Manager, where he implemented a five-year capital improvement planning process, developed a long-range staffing plan and advanced the city's TIF districts and economic development strategies. He also recruited an additional broadband provider for the city, fostered public-private partnerships that resulted in an inclusive playground and an eight-court pickleball complex and developed a number of community promotional initiatives, including the Platteville Pickaxe and Living Local and Loving It video series and the return of Taste of Platteville. Born and raised in Green Bay, Wisconsin, Adam earned bachelor's degrees in political science and public administration from the University of Wisconsin-Green Bay and in accounting from Rasmussen University.

Emily Timmerman, Senior Vice President

(414) 298-7856 | etimmerman@rwbaird.com

Emily joined Baird's Milwaukee public finance office in 2013. In her role as a support banker, Emily is directly responsible for the management of transactions from inception to settlement. This includes assisting with the development of complex financing plans utilizing both taxable and tax-exempt general obligation and revenue bonds, compilation of outstanding debt tables, official statement review, and all activities related to coordinating the successful "closing" for each municipal offering. Additional experience includes the development of long-term capital improvement plans and refinancing structures both, advance and current refundings of tax-exempt and taxable debt as well as Tax Incremental District financial analysis. Emily received her Bachelor of Business Administration in Finance from the University of Wisconsin-Platteville. She is licensed through the Financial Industry Regulatory Authority (FINRA) as a Municipal Advisor Representative (Series 50), Municipal Securities Representative (Series 52), and as a Uniform Securities Agent (Series 63).

Exhibit I - 2024-2028 Capital Improvement Planning ("CIP") Proposed Timeline

May: CIP Introduction

- Organize all parties involved: Department Heads/Staff and Elected Officials
- Village Treasurer, Village Administrator, and Baird will coordinate with participants and define responsibilities to begin the process of compiling the CIP.
- Give departments 2024-2028 CIP template forms for consistency and uniformity throughout

May/June: CIP Creation Process

- Identify the needs for facilities/programs/projects, the timing, costs (uses) and means of financing (sources) for each.
- Set priorities/rankings/justifications/budget impacts for each identified CIP program and project.
- Use of CIP template forms for consistency and uniformity
- Review Established Policies: CIP Threshold; Complete Fixed Asset Inventory with useful lives/life remaining; Disposal of Equipment
- Review fixed asset replacement schedule & adequately funded equipment/building replacement fund
- Estimate funding impact on tax levy and enterprise funds.

July:

- CIP Data due to Village Treasurer and Village Administrator for compilation and then, following review, given back to departments for review and discussion with their respective Standing Committees.

August/September:

- Distribution to Government Leaders
- Review and comment on recommended projects and priorities through Standing Committee meetings
- Board review and approval of CIP with adoption of first year's projects as a capital budget item in the proposed annual budget
- Full CIP used as a tool to create integrated financial plan which identifies finalized projects to be included in annual budget process and adoption.

October:

- Budget adoption w/CIP
- Coordinate with Rating Agency & Bond Counsel, as needed, to support debt issuance for projects.

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-10-23**

**A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT PROGRAM (CIP) PROPOSAL
ROBERT W. BAIRD & CO. INCORPORATED**

WHEREAS, the Village of Williams Bay contracts with Robert W. Baird & Company (Baird) as financial adviser desires to the Village; and

WHEREAS, the Village of Williams Bay will be establishing a long-term Capital Improvement Plan (CIP) as a planning tool as part of the annual budget process; and

WHEREAS, Baird submitted a proposal for years 2024-2028 at the fixed cost of \$5,000 for the first year and \$700 each subsequent year to assist the Village of Williams Bay in developing a Capital Improvement Plan (CIP); and

WHEREAS, the Village of Williams Bay Finance and Personnel Committee determined that it is in the best interests of the Village and its residents to authorize approval of the proposal from Baird; and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended proposal;

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended proposal and authorizes an agreement therefore.

Approved by the Village Board of the Village of Williams Bay this 17th day of April, 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk