



# VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

## NOTICE

### COMMITTEE MEETINGS

**WEDNESDAY, JULY 5, 2023 AT 6:45 PM**

**Village Hall Council Room  
250 Williams Street  
Williams Bay, WI 53191**

## AGENDA

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

- I. Streets & Highways Committee – D'Alessandro, Russell, Vlach (10 Min.)**
  - a. Call to Order
  - b. Roll Call
  - c. Streets & Highways Committee Meeting Minutes of June 5, 2023
  - d. Installation of Signage "Engine Break Mufflers Required".
  - e. Discussion and Direction to Staff re: Downtown Master Plan Re: Streets and Parking
  - f. Adjourn
- II. Protective Services Committee – Vlach, Russell, Jaramillo (15 Min.)**
  - a. Call to Order
  - b. Roll Call
  - c. Protective Services Committee Meeting Minutes of May 31, 2023
  - d. Protective Services Committee Meeting Minutes of June 5, 2023
  - e. Protective Services Committee Meeting Minutes of June 19, 2023
  - f. Williams Bay Lioness Lions Club Temporary Class "B" and "Class B" Retailer's License Application for September 7, 2023
  - g. Williams Bay Lioness Lions Club Temporary Class "B" Retailer's License Application for October 5, 2023, November 5, 2023, December 7, 2023, January 4, 2024, February 1, 2024, and March 7, 2024
  - h. Williams Bay Cultural Arts Alliance (Williams Bay Fine Art & Music Fest) Temporary Class "B" and "Class B" Retailer's License Application for July 29 & 30, 2023
  - i. Intergovernment Agreement (IGA) Between the Village of Williams Bay and Village of Fontana Re: Fontana Provided Ambulance and Emergency Medical Services (EMS) For Williams Bay. Consideration of: (1) First Amendment to IGA; (2) Addendum A - Identified Costs and (3) Addendum B - Lease For Ambulance Use Agreement.
  - j. Fontana Emergency Medical Services (EMS) Monthly Numbers
  - k. Williams Bay Police Department Monthly Numbers
  - l. Williams Bay Police Chief's Monthly Report

m. Williams Bay Police Department Staffing Discussion

n. Adjourn

**III. Parks & Lakefront Committee – Russell, Wright, Umans (5 Min.)**

a. Call to Order

b. Roll Call

c. Parks & Lakefront Committee Meeting Minutes of June 5, 2023

d. Adjourn

**IV. Finance & Personnel Committee – Wright, D'Alessandro, Umans (25 Min.)**

a. Call to Order

b. Roll Call

c. Finance & Personnel Committee Meeting Minutes of June 5, 2023

d. Williams Bay Zoning Administrator Schaeffer Municipal Services Contract Amendment - Office Hours Changes

e. Resolution R-40-23 Budget Amendment Reallocated General Fund Tax Levy to EMS Tax Levy

f. Debt Service Fund Balance Recommendation

g. Statement of Work: Scan Project - Gordon Flesch Company, Inc.

h. Lease For Ambulance Use agreement between the Village of Williams Bay and Village of Fontana

i. Williams Bay Treasurer Monthly Report

j. Monthly Borrowings Status Report

k. 2024 Draft Williams Bay Budget Timeline

l. Adjourn

**V. Water & Sewer Committee – Umans, Jaramillo, Vlach (15 Min.)**

a. Call to Order

b. Roll Call

c. Water & Sewer Committee Meeting Minutes of June 5, 2023

d. Williams Bay Public Works Monthly Report

e. Williams Bay Engineer's Monthly Report

f. Adjourn

**VI. Building, Zoning & Ordinance Committee – Jaramillo, Wright, D'Alessandro (30 Min.)**

a. Call to Order

b. Roll Call

c. Building, Zoning & Ordinance Committee Meeting Minutes of June 5, 2023

d. Resolution Approving Amendments To Zoning Administrator Schaeffer Municipal Services Contract

e. Ordinance Amending Village Code Signage Regulations Amortization Schedule

f. Ordinance Amending Village Code Re: Tree Preservation Regulations

g. Ordinance Amending Village Code Re: Engine Breaking Prohibited

h. **Ordinance Amending Village Code Chapter 281 Public Waters and Beaches Re: Piers.**

i. Tourist and Rooming House Conditional Use Permits Approved August 2022 - Update

**j. Adjourn**

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

Posted: 07/03/2023 5:00 PM



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## UNOFFICIAL MINUTES STREETS AND HIGHWAYS COMMITTEE MONDAY, JUNE 5, 2023, AT 6:45 PM VILLAGE HALL COUNCIL ROOM

### Call to Order

The meeting was called to order by Chairman D'Alessandro at 6:45pm.

### Roll Call

Trustees D'Alessandro, Russell and Vlach

Also Present: President Duncan, Trustee Jaramillo, Umans and Wright, Administrator Lothspeich, Treasurer Peternell, Clerk Kolls, Director of Public Works Edwards, Recreation Director Rowland and Village Engineer Snyder

### Meeting Minutes

Vlach/Russell motion to approve the meeting minutes of April 12, 2023, and May 10, 2023. Unanimously carried.

### Adjourn

Vlach/D'Alessandro motion to adjourn at 6:47pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

**ORDINANCE #2023 - \_\_\_\_\_**  
**AN ORDINANCE AMENDING SECTION 345-8 OF THE CODE OF ORDINANCES**  
**OF THE VILLAGE OF WILLIAMS BAY REGARDING ENGINE BRAKING**

WHEREAS, Section 345-8 of the Code of Ordinances of the Village of Williams Bay currently prohibits the use of engine braking systems within the Village of Williams Bay except in emergency situations; and

WHEREAS, the Village seeks to notify drivers entering the Village of such prohibition by the erecting of signs on the major access roads entering the Village; and

WHEREAS, two of the major access points to the Village are on State Highway 67, which requires approval of the State of Wisconsin Department of Transportation for the erecting of signs, such as those notifying individuals of the prohibition on the use of engine braking systems within the Village; and

WHEREAS, the State of Wisconsin Department of Transportation has determined that it shall permit only those signs stating "ENGINE BRAKE MUFFLERS REQUIRED" adjacent to State Highway 67 and as a result, the Village is required to modify Section 345-8 in order to comply with the policy of the Department of Transportation.

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

Section I. Section 345-8 of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

**§345-8 Engine Brake Mufflers Required.**

It is unlawful for any person while operating a motor vehicle within the corporate limits of the Village to use an engine braking system, also referred to as a "Jake Brake", not utilizing engine brake mufflers which effectively prevent excessive noise.

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

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## **UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE MEETING 5/31/2023 MEETING WEDNESDAY, MAY 31, 2023 AT 3:30 PM**

### **I. Call to Order**

Trustee George Vlach called the meeting to order at 03:31pm.

### **II. Roll Call**

Present: Trustee George Vlach, Trustee Adam Jaramillo, Trustee Steven Russell

Also Present: Administrator David Lothspeich, Chief Justin Timm, Jeff Farnham, Douglas Knight, Clerk Tina Kolls

### **III. Advance Discussion on Annual Williams Bay Lions Club Corn and Brat Festival**

Trustee Vlach discussed concerns from last year's event, which included thirty-four alcohol-related police contacts during the three-day event. Trustee Vlach briefly explained the Wis. Stats. 125.07. Trustee Vlach explained that the agent is responsible for everything that happens at the event that is related to the liquor license. Trustee Vlach explained that he understood that it was a burden to put up all the fencing but, he felt it was necessary. Trustee Vlach explained that every access point must be manned at all times to ensure the laws are followed. Trustee Vlach explained that he felt the Lions Club members did a great job last year watching for minors. Trustee Vlach explained that he would like the Lions Club to understand the state statutes, get more bartenders, and man the gates. Douglas Knight and Jeff Farnham both explained that the Lions Club members are trying to address these issues and would like the Police Department to create a more authoritative sign regarding underage drinking.

Police Chief Timm suggested that perhaps they could shut down some of the less utilized gates during slower times to help with staffing and then open those gates during prime hours.

Fencing was discussed and Police Chief Timm explained that he felt the fencing that was used last year worked great.

Trustee Adam Jaramillo explained that he would like to see more trash cans and more workers cleaning off tables. Trustee Jaramillo explained that last year there were a lot of partial cups of beer sitting around, which could be a problem with minors.

Police Chief Timm discussed how he expected the patrols would go during the event. Police Chief Timm explained that they would patrol both inside and outside, but at closing each night all patrols would be inside to make sure there were no problems. Police Chief Timm also explained that the police would again escort whomever would be taking the deposit to the bank.

There was a discussion about fake identification and how to recognize it.

Douglas Knight explained that they would be passing on all the information from this meeting to their servers.

#### **IV. Adjourn**

The motion to adjourn was initiated by Trustee Steven Russell and seconded by Trustee Adam Jaramillo at 04:10pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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# VILLAGE OF WILLIAMS BAY

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## UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE MONDAY, JUNE 5, 2023, AT 6:45 PM VILLAGE HALL COUNCIL ROOM

### Call to Order

The meeting was called to order by Chairman Vlach at 7:01pm

### Roll Call

Trustees Vlach, Jaramillo, and Russell

Also Present: President Duncan, Trustees D'Alessandro, Umans and Wright, Administrator Lothspeich, Treasurer Peternell, Clerk Kolls, Director of Public Works Edwards, Recreation Director Rowland, Engineer Snyder, and Walworth County Sheriff Lieutenant Rowland.

### Meeting Minutes

Jaramillo/Russell motion to approve the meeting minutes of April 12, 2023, and May 10, 2023. Unanimously carried.

### Williams Bay Fire Department Temporary Class "B" Retailer's License Application for July 14-16, 2023

Vlach/Jaramillo motion to recommend Village Board approval of the Williams Bay Fire Department Temporary Class "B" Retailer's License Application for July 14-16, 2023. Unanimously carried.

Vlach stated that the bartenders are listed on the application and the Fire Department has been notified that they need to apply for operator's licenses. In anticipation of that occurring, Vlach/Jaramillo motion to recommend Village Board approval of operator licenses for Mike Robbins, Scott Bychowski and Dave Burrough as listed on the temporary license application. Unanimously carried.

### Natural Hazards Mitigation Plan 2022-2026 – Walworth County

Lieutenant Rowland was present to discuss the Walworth County Natural Hazards Mitigation Plan. He stated that once the plan is approved, Federal funding is available to apply for if needed for assistance. The Village will need to adopt the Plan by Resolution and submit it to the County. Jaramillo/Russell motion to recommend Village Board approval of adopting the Walworth County Natural Hazards Mitigation Plan. Unanimously carried.

### Monthly Numbers

The Committee reviewed the May 2023 Police Activity.

### Adjourn

Jaramillo/Russell motion to adjourn at 7:13pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

*These are not official minutes until approved by the Protective Services Committee*



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## UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE MEETING 6/19/2023 MEETING

**MONDAY, JUNE 19, 2023 AT 6:20 PM**

**VILLAGE HALL COUNCIL ROOM**

**250 WILLIAMS STREET**

**WILLIAMS BAY, WI 53191**

### **I. Call to Order**

Trustee Vlach called the meeting to order at 06:20pm.

### **II. Roll Call**

Present: Trustee George Vlach, Trustee Adam Jaramillo, Trustee Steven Russell

Also Present: Clerk Tina Kolls

### **III. Williams Bay Lioness Lions Club Temporary Class "B" and "Class B" Retailer's License Application for July 6, 2023**

The motion to approve the Williams Bay Lioness Lions Club Temporary Class "B" and "Class B" Retailer's License Application for July 6, 2023 was initiated by Trustee Vlach and seconded by Trustee Jaramillo. Unanimously carried.

### **IV. Adjourn**

The motion to adjourn was initiated by Trustee Jaramillo and seconded by Trustee Russell at 06:22pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

## Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: Sept 7, 2023

☐ Town ☒ Village ☐ City of Williams Bay

County of Walworth

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9.7.23 8:00P and ending 9.7.23 10:00P and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

☒ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Williams Bay Lions Licens Club

(b) Address 372 fair Oaks Dr, Wms. Bay, WI 53191

☐ Town ☒ Village ☐ City

(c) Date organized Sept. 7, 2021

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Mercy Stevenson (7.1.23)

Current Rena Monroe until 6.30.23

Vice President Karin Barkis

Secretary Marnie Stanley

Treasurer Sharon Ockerlund

(g) Name and address of manager or person in charge of affair: Rena Monroe 372 fair Oaks Dr  
Wms. Bay, WI 53191

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 270 Elkhorn Rd, Wms. Bay, WI 53191

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? all

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

### 3. Name of Event

(a) List name of the event Williams Bay Lions Bingo Hosted by Wms. Lions Licens Club

(b) Dates of event Sept, 7, 2023

### DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Rena Monroe 6.14.23  
President (Current)

Williams Bay Lions Licens Club  
(Name of Organization)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

## Additional Information

**May be Granted and Issued only to** (secs. 125.26(6), and 125.51(10), Wis. Stats.):

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

### Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (secs. 125.26(1) and 125.51(10), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:

#### Class "B" (Beer):

- a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (sec. 125.04(3)(f), Wis. Stats.)
- b. At least 15 days prior to the granting of the license for events lasting 4 or more days.

#### "Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

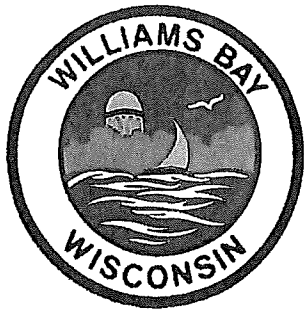
- (4) Seller's Permit: (sec. 77.54 (7m), Wis. Stats.), provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required. (sec. 125.04(3)(g), Wis. Stats.)

**Fee:** Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.) (secs. 125.26(6) and 125.51(10), Wis. Stats.)

**Duration:** The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time. (sec. 125.51(10)(b), Wis. Stats.)

### Restrictions:

- (1) License may not be issued to individuals. (secs. 125.02 (14), 125.26(6), 125.51(10), Wis. Stats.)
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (3) License may cover either a specified area or the entire picnic grounds. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (4) License issued to a county or district fair must cover the entire fairgrounds (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (5) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (sec. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (6) Licensed operator(s) must be present at all times (secs. 125.17, 125.26(6), 125.32(2) - Beer; 125.17, 125.51(10), 125.68(2) - Wine; Wis. Stats.)
- (7) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (sec. 125.32(6), Wis. Stats.)
- (8) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit. (sec. 125.51(10), Wis. Stats.)
- (9) Licensed organizations must purchase their alcohol beverages only from permitted Wisconsin wholesalers, breweries and brewpubs. (secs. 125.33(6), and 125.69(6), Wis. Stats.)



# VILLAGE OF WILLIAMS BAY

## OPERATOR'S LICENSE

**LICENSE NO: 653**

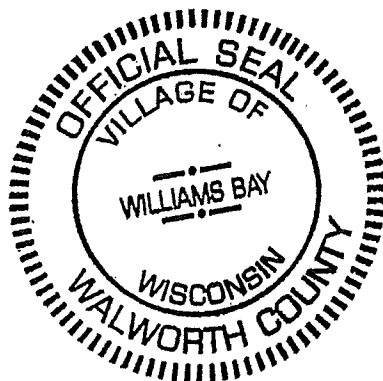
WHEREAS, the local governing body of the Village of Williams Bay, County of Walworth, State of Wisconsin, has upon application duly made, granted and authorized the issuance of an "Operator's License" to:

**DIANNE L. WATSON**

AND WHEREAS, the said applicant has paid to the Treasurer the sum of \$40.00 as required by the Municipal Ordinances, and has complied with all requirements necessary for obtaining said license;

NOW THEREFORE, An "Operator's License" pursuant to §125.32 (2) and 125.68 (2) of the Wisconsin State Statutes, and local ordinances, is hereby issued to said applicant,  
**FOR THE PERIOD OF November 8, 2022- June 30, 2024.**

Given Under My hand and the Great Seal of the Village of Williams Bay, County of Walworth, State of Wisconsin, this 8th day of November 2022.



Lori L. Peterzell, Village Treasurer/ Deputy Clerk



# VILLAGE OF WILLIAMS BAY

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

## VILLAGE OF WILLIAMS BAY RESOLUTION NO. R-41-23

### A RESOLUTION GRANTING TEMPORARY “CLASS B” FERMENTED MALT BEVERAGE AND TEMPORARY “CLASS B” WINE LICENSE TO WILLIAMS BAY LIONESS LIONS CLUB FOR LIONESS LIONS’ BINGO

**WHEREAS**, on July 5, 2023 the Village of Williams Bay Protective Services Committee determined that it is in the best interests of the Village and its residents to recommend approval of the Special Permit Application for Temporary Class “B”/“Class B” Retailers License by the Williams Bay Lioness Lions Club for Williams Bay Lioness Lions’ Bingo on September 7, 2023; and

**WHEREAS**, the area for fermented malt beverages and wine will encompass the entirety of the Lions Field House located at 270 Elkhorn Road with entry monitored and limited to individuals that are a minimum of 21 years old; and

**WHEREAS**, that a licensed operator will be on the premises at all times to oversee the serving of alcohol; and

**WHEREAS**, as mandated by Village Code § 128-6. Liquor or Beer in Public Places. “No person shall carry any open can, bottle or other container of alcohol beverage or drink from the same upon any public walk, street, park or other public place in the Village except where a special permit is granted by the Village Board”; 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 special permit application.

**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 application and authorizes the temporary retailers license, therefore.

Approved by the Village Board of the Village of Williams Bay this XX<sup>th</sup> day of July 2023.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
William Duncan, President

Attest: \_\_\_\_\_  
Tina Kolls, Clerk

DRAFT

## Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 6.14.23

☐ Town ☒ Village ☐ City of Williams Bay

County of Walworth

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 3:00p 6.14.23 and ending 10:00pm 6.14.23 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

☒ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Williams Bay Lioness Lions Club

(b) Address 372 Fair Oaks Dr Wms. Bay, WI 53191  
(Street)

☐ Town

☒ Village

☐ City

(c) Date organized Sept 7, 2021

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Mercy Stevenson <sup>7-1-23</sup>

Rena Monroe current until 6.30.23

Vice President Karrie Barbier

Secretary Marnie Stonberg

Treasurer Sharon Ockerlund

(g) Name and address of manager or person in charge of affair: Rena Monroe 372 Fair Oaks Dr Wms. Bay, WI 53191

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 270 Elkhorn Rd, Williams Bay, WI 53191

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

### 3. Name of Event

(a) List name of the event Williams Bay Lions Bingo hosted by Wms. Bay Lioness Lions

(b) Dates of event 4.14.23, 10.5.23, 11.5.23, 12.7.23, 1.4.24, 2.1.24, 3.7.24

### DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Rena Monroe 6.14.23  
(Signature / Date)  
(Current President)

Wms. Bay Lioness Lions Club  
(Name of Organization)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

## Additional Information

**May be Granted and Issued only to** (secs. 125.26(6), and 125.51(10), Wis. Stats.):

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

### Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (secs. 125.26(1) and 125.51(10), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:

#### Class "B" (Beer):

- a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (sec. 125.04(3)(f), Wis. Stats.)
- b. At least 15 days prior to the granting of the license for events lasting 4 or more days.

#### "Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

- (4) Seller's Permit: (sec. 77.54 (7m), Wis. Stats.), provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required. (sec. 125.04(3)(g), Wis. Stats.)

**Fee:** Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.) (secs. 125.26(6) and 125.51(10), Wis. Stats.)

**Duration:** The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time. (sec. 125.51(10)(b), Wis. Stats.)

### Restrictions:

- (1) License may not be issued to individuals. (secs. 125.02 (14), 125.26(6), 125.51(10), Wis. Stats.)
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (3) License may cover either a specified area or the entire picnic grounds. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (4) License issued to a county or district fair must cover the entire fairgrounds (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (5) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (sec. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (6) Licensed operator(s) must be present at all times (secs. 125.17, 125.26(6), 125.32(2) - Beer; 125.17, 125.51(10), 125.68(2) - Wine; Wis. Stats.)
- (7) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (sec. 125.32(6), Wis. Stats.)
- (8) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit. (sec. 125.51(10), Wis. Stats.)
- (9) Licensed organizations must purchase their alcohol beverages only from permitted Wisconsin wholesalers, breweries and brewpubs. (secs. 125.33(6), and 125.69(6), Wis. Stats.)



# VILLAGE OF WILLIAMS BAY

## OPERATOR'S LICENSE

**LICENSE NO: 653**

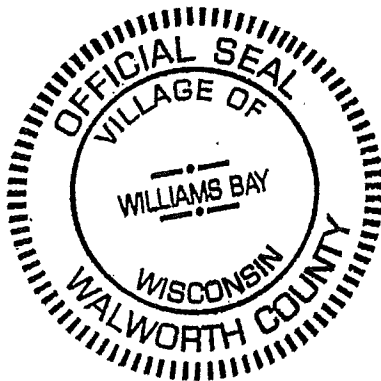
WHEREAS, the local governing body of the Village of Williams Bay, County of Walworth, State of Wisconsin, has upon application duly made, granted and authorized the issuance of an "Operator's License" to:

**DIANNE L. WATSON**

AND WHEREAS, the said applicant has paid to the Treasurer the sum of \$40.00 as required by the Municipal Ordinances, and has complied with all requirements necessary for obtaining said license;

NOW THEREFORE, An "Operator's License" pursuant to §125.32 (2) and 125.68 (2) of the Wisconsin State Statutes, and local ordinances, is hereby issued to said applicant,  
**FOR THE PERIOD OF November 8, 2022- June 30, 2024.**

Given Under My hand and the Great Seal of the Village of Williams Bay, County of Walworth, State of Wisconsin, this 8th day of November 2022.



Lori L. Peterzell, Village Treasurer/ Deputy Clerk



# VILLAGE OF WILLIAMS BAY

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

## VILLAGE OF WILLIAMS BAY RESOLUTION NO. R-42-23

### A RESOLUTION GRANTING TEMPORARY “CLASS B” FERMENTED MALT BEVERAGE LICENSE TO WILLIAMS BAY LIONESSE LIONS CLUB FOR LIONESSE LIONS’ BINGO

**WHEREAS**, on July 5, 2023 the Village of Williams Bay Protective Services Committee determined that it is in the best interests of the Village and its residents to recommend approval of the Special Permit Applications for Temporary Class “B”/“Class B” Retailers License by the Williams Bay Lioness Lions Club for Williams Bay Lioness Lions’ Bingo on October 5, 2023, November 5, 2023, December 7, 2023, January 4, 2024, February 1, 2024 and March 7, 2024; and

**WHEREAS**, the area for fermented malt beverages and wine will encompass the entirety of the Lions Field House located at 270 Elkhorn Road with entry monitored and limited to individuals that are a minimum of 21 years old; and

**WHEREAS**, that a licensed operator will be on the premises at all times to oversee the serving of alcohol; and

**WHEREAS**, as mandated by Village Code § 128-6. Liquor or Beer in Public Places. “No person shall carry any open can, bottle or other container of alcohol beverage or drink from the same upon any public walk, street, park or other public place in the Village except where a special permit is granted by the Village Board”; 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 special permit application.

**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 applications and authorizes the temporary retailers license, therefore.

Approved by the Village Board of the Village of Williams Bay this XX<sup>th</sup> day of July 2023.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
William Duncan, President

Attest: \_\_\_\_\_  
Tina Kolls, Clerk

DRAFT

## Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 6.28.23

☐ Town ☒ Village ☐ City of Williams Bay

County of Walworth

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 7/29/23 and ending 7/30/23 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☒ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Williams Bay Cultural Arts Alliance (WB Fine Art + Music Fest)

(b) Address PO Box 1314, Williams Bay, WI 53191  
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 9/2013

(d) If corporation, give date of incorporation 9/2023

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Sandra Johnson

Vice President Marijo Petullo

Secretary Pam Ring

Treasurer Ray Ring

(g) Name and address of manager or person in charge of affair:

Sandra Johnson, 2327 Theatre Rd., Williams Bay, WI 53191

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Edgewater Park

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? outdoor/park

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

### 3. Name of Event

(a) List name of the event The 48<sup>th</sup> Annual Williams Bay Fine Art & Music Fest

(b) Dates of event July 29 + 30, 2023

### DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

S. Johnson  
(Signature / Date)

Williams Bay Cultural Arts Alliance  
(Name of Organization)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_



# VILLAGE OF WILLIAMS BAY

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

## VILLAGE OF WILLIAMS BAY RESOLUTION NO. R-43-23

### A RESOLUTION GRANTING TEMPORARY “CLASS B” FERMENTED MALT BEVERAGE AND TEMPORARY “CLASS B” WINE LICENSE TO WILLIAMS BAY CULTURAL ARTS ALLIANCE FOR THE 48<sup>TH</sup> ANNUAL WILLIAMS BAY FINE ART & MUSIC FEST

**WHEREAS**, on July 5, 2023 the Village of Williams Bay Protective Services Committee determined that it is in the best interests of the Village and its residents to recommend approval of the Special Permit Application for Temporary Class “B”/“Class B” Retailers License by the Williams Bay Cultural Arts Alliance for 48<sup>th</sup> Annual Williams Bay Fine Art & Music Fest on July 29 & 30, 2023; and

**WHEREAS**, the licensed outdoor beer garden area for fermented malt beverages will encompass portions of the Edgewater Park property that will be set up and operated within the perimeter fenced area with entry monitored and limited to individuals that are a minimum of 21 years old; and

**WHEREAS**, that a licensed operator will be on the premises at all times to oversee the serving of alcohol; and

**WHEREAS**, as mandated by Village Code § 128-6. Liquor or Beer in Public Places. “No person shall carry any open can, bottle or other container of alcohol beverage or drink from the same upon any public walk, street, park or other public place in the Village except where a special permit is granted by the Village Board”; 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 special permit application.

**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 application and authorizes the temporary retailers license, therefore.

Approved by the Village Board of the Village of Williams Bay this XX<sup>th</sup> day of July 2023.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
William Duncan, President

Attest: \_\_\_\_\_  
Tina Kolls, Clerk

DRAFT

**FIRST AMENDED INTERGOVERNMENTAL AGREEMENT**

**VILLAGE OF FONTANA-ON-GENEVA LAKE  
AND  
VILLAGE OF WILLIAMS BAY**

This Agreement originally effective May 1, 2022 is entered into between the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin, a Wisconsin municipal corporation (Fontana) and the Village of Williams Bay, Walworth County, Wisconsin, a municipal corporation (Williams Bay), also collectively referred to as "the Parties," both of which are created and existing under Chapter 61 of the Wisconsin Statutes, is hereby amended to read as follows:-

**RECITALS**

A. WHEREAS, Fontana and Williams Bay wish to enter into an Agreement pursuant to which Fontana will provide ambulance and Emergency Medical Services (EMS) for Williams Bay; and

B. WHEREAS, Fontana and Williams Bay wish to clarify the rights and responsibilities of each party in connection with the furnishing of emergency medical services by Fontana for Williams Bay.

NOW, THEREFORE, in consideration of the above Recitals which are incorporated as a part of this Agreement and the mutual covenants contained herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide adequate ambulance and emergency medical services for all persons within Williams Bay by means of the Fontana EMS. It is the belief of the Parties that ambulance and emergency medical services within Williams Bay can best be provided through this Agreement on a fair and cost-efficient basis; and that this Agreement will serve the interests of Fontana by the provision of additional resources to the Fontana EMS by Williams Bay as described herein.

Furthermore, the Parties enter into this Agreement for the purpose of establishing a cost effective, coordinated, uniform delivery system for the provision of Emergency Medical Services to individuals within the Village of Fontana and the Village of Williams Bay and for the purpose of determining the roles and responsibilities of each of the Parties and for determining the sharing of costs and/or fiscal responsibility for the provision of those services described in this Agreement.

2. AUTHORIZATION. This Agreement is entered into pursuant to the authorization granted under Sections 61.34 and 66.0301, Wis. Stats.

### 3. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

a. "Emergency medical technician or EMT" shall have the meaning set forth in sec. 256.01(6) of the Wisconsin Statutes.

b. "Advanced emergency medical technician or AEMT" shall have the meaning set forth in sec. 256.01(1k) of the Wisconsin Statutes.

c. "EMS" shall mean Emergency Medical Services as defined by DHS 110.04(22) Wisconsin Administrative Code.

d. "Full-time equivalent or FTE" shall represent a unit of measurement standardized to equal the number of hours worked by the typical full-time employee which is 49.8 hours per week.

e. "Paramedic" shall have the meaning set forth in section 256.01(14) of the Wisconsin Statutes.

3.

4. SERVICES PROVIDED. Fontana agrees to provide ambulance and emergency medical services at an EMT or greater level upon call to any and all persons in need of its services within the corporate boundaries of Williams Bay. The ambulance and EMS will be available 24 hours a day, seven days a week, unless said ambulance and EMS ~~services~~ resources are already utilized or unavailable.

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5. EQUIPMENT AND PERSONNEL. In providing ambulance emergency medical services, the ambulance will be properly approved and licensed by the necessary authorities. Fontana agrees to maintain its ambulance and equipment in good working order as required by state law. Fontana also agrees to obtain all necessary licenses for operation of the ambulance services. All EMT's and paramedics serving as ambulance attendants will be licensed by the State of Wisconsin.

6. INSURANCE AND INDEMNITY. Fontana agrees to maintain policies of insurance in an amount not less than \$5,000,000 insuring it against claims arising out of errors and omissions in the performance of its emergency medical services. Fontana also agrees to maintain insurance policies against claims for personal injury or property damage caused by the operation of its ambulance and to maintain a general liability policy in an amount not less than \$5,000,000. Williams Bay agrees to maintain insurance policies in an amount not less than \$5,000,000 against claims for personal injury or property damage caused by the operation of its ambulance. Each party, its officers, agents and employees shall be named as additional insureds under the liability policy of the other party as required pursuant to this Agreement. Each party shall maintain and extend insurance to all equipment owned by each party in providing, or utilized by the other party, in providing services per this Agreement.

7. BILLING. Fontana shall be responsible for billing and collecting all patient fees and charges at rates determined by Fontana. All fees and charges collected shall be retained by Fontana.

8. COMPENSATION. During the term of this Agreement, Williams Bay shall compensate Fontana as follows:

- a. ~~The intent of Fontana is to employ a total of 14 FTE EMS personnel at all times. Fontana shall bill Williams Bay for half the cost of hiring and employing up to 14 EMT's, AEMT's or Paramedics, up to seven full-time equivalent (FTE) EMS four persons who are properly licensed either as paramedics or A-level EMT's. In addition, Fontana shall bill Williams Bay for the cost of providing additional training for any A-Level EMT's hired to allow them to obtain certification as paramedics. Further, subject to the below, Fontana shall bill Williams Bay for the cost incurred in~~

~~the ongoing training required by any of the up to seven FTE EMS four persons so hired in order to maintain their existing licensure. The intent of Fontana is to staff a total of 14 FTE EMS persons at all times. If staffing levels fall below 14 FTE EMS persons, Further Fontana shall bill Williams Bay for half the ongoing costs, as set forth in Addendum "A," of the FTE EMS persons. Further, Fontana shall bill Williams Bay for half of costs, as herein defined, for Fontana's Fire Chief and for Fontana's Deputy Fire Chief. Said costs are defined~~ as set forth in Addendum "A", attached hereto and incorporated herein by reference (the "Costs").

- b. Williams Bay shall provide one ambulance to Fontana which shall be provided with such equipment and accessories as determined necessary by the Chief of the Fire Department of Fontana. ~~Fontana shall lease an ambulance from Williams Bay as set forth in Addendum "b" and shall remain the Primary Service Provider.~~ Williams Bay shall also be responsible for any costs associated with necessary repair or maintenance of the ambulance (not to include the cost of fuel). The ambulance will be located at a site to be determined by the Chief of the Fire Department of Fontana. ~~Provided, that if sufficient FTE EMS persons are on duty to staff two ambulances during daytime times, the Chief of the Fire Department of Fontana (or his/her designee) shall use his or her best efforts to ensure that one ambulance is the ambulance shall be located in Williams Bay unless operational needs require the Chief of the Fire Department of Fontana requires its presence elsewhere.~~
- c. All billings for Costs by Fontana for the items described in this paragraph ~~7.8~~ shall be submitted and invoiced, in writing, to the Williams Bay Treasurer. Williams Bay shall pay such invoices within thirty (30) days of receipt of same.

9. TERM. This Amended Agreement will commence on ~~May 1, 2022~~, 2023 and remain in effect until terminated by either of the parties in the manner as further described, or by mutual agreement of the Parties. Termination will be accomplished by the terminating party providing

written notice to the Clerk of the other party. Such termination will become effective at the end of the calendar year in which the written notice is delivered, provided that if the written notice is not delivered to the Clerk of the other party by June 30<sup>th</sup> of the calendar year at the end of which termination is directed, then the termination will not occur until the end of the following year.

a. Should this Agreement be terminated by Williams Bay pursuant to this paragraph ~~8.9~~ and, as a result, Fontana determines it is necessary to terminate the employment of one or more of the employees of Fontana referenced in paragraph ~~7.8.a.~~, Williams Bay shall reimburse Fontana for all costs associated with such termination, including costs associated with unemployment compensation claims. Further, Williams Bay shall, to the extent it determines it to be economically feasible, offer employment to any such employees.

b. All billings by Fontana for the costs described in paragraph ~~8.9.a.~~ shall be submitted by invoice, in writing, to the Williams Bay Treasurer. Williams Bay shall pay such invoices within thirty (30) days of receipt of same.

9. CONSULTATION AND REPORTS. The Village Board of Fontana and the Village Board of Williams Bay agree to meet jointly not less than ~~one two~~ times per year, the first time prior to April 1<sup>st</sup> and the second time prior to September 1<sup>st</sup> of each year that this Agreement remains in place. The purpose of such meeting is to discuss the financial aspects of this Agreement prior to the establishment of the respective budgets of each party.

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a. Fontana shall provide Williams Bay with monthly reports containing details concerning EMS services provided to Williams Bay in the preceding month. Such reports shall be provided within twenty (20) days of the end of each month and will be submitted to the Williams Bay Clerk.

10. WILLIAMS BAY FIRE DEPARTMENT EMS PERSONNEL. Fontana agrees that Williams Bay Fire Department EMS personnel may have use of the ambulance and related equipment and accessories provided by Williams Bay to Fontana pursuant to paragraph ~~7.8.b.~~ of this Agreement

to provide EMS services during special activities occurring in Williams Bay such as athletic events, parades, events occurring in Village parks and other similar events. In that circumstance such EMS personnel shall be under the direction and supervision of the Fire Chief of the Williams Bay Fire Department. Should the Chief of the Fire Department of Fontana call upon Williams Bay Fire Department EMS personnel to assist Fontana EMS in Williams Bay, the Williams Bay EMS personnel shall provide such assistance under the direction and supervision of the Fire Chief of the Fire Department of Fontana. However, the Williams Bay personnel shall not be considered employees of Fontana and Williams Bay shall be responsible for all actions of said Williams Bay personnel as well as all benefits which may accrue to such Williams Bay personnel from providing such assistance.

11. NON-ASSIGNABILITY. This is a personal services agreement between Fontana and Williams Bay. Neither party may assign any of the obligations or rights contained in this agreement to any other party without consent of the other party.

12. AMENDMENT. This Agreement may be amended by the Parties only in writing signed by the Parties.

13. INTERPRETATION. This Agreement must be interpreted and construed reasonably and neither before for or against either of the Parties, regardless of the degree to which either of the Parties participated in its drafting. The Parties intend that the authority granted to them by Wis. Stats. § 66.0301 be interpreted liberally in favor of cooperative action between the Parties.

DATED: \_\_\_\_\_, 202~~23~~.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
William Duncan, President

Attest: \_\_\_\_\_  
Tina Kolls ~~Jackelyn Pankau~~, Clerk

DATE: \_\_\_\_\_, 202~~23~~.

**VILLAGE OF FONTANA-ON-GENEVA LAKE**

By: \_\_\_\_\_  
Patrick Kenny, President

Attest: \_\_\_\_\_  
~~Theresa Loomer, Administrator/~~ Drew  
Lussow Clerk

## ADDENDUM A

The “costs” to be billed by Fontana to Williams Bay shall be comprised of the following:

- 1) Those costs described in Section 8, herein.
- 2) The costs for hiring those persons described in Section 8 shall include:
  - a. Gross Salary
  - b. Employer paid taxes
  - c. Employer paid insurance including worker’s compensation insurance
  - d. The Employer cost of all employee benefits, including but not limited to, health, dental and vision insurance, life insurance and pension
  - e. The cost of uniforms and that equipment provided by employer to employee
  - f. The cost of required employee training
  - g. The cost of required employee certification or recertification
  - h. The cost of disciplinary employees and post-employment costs or claims not based on employer misconduct
  - i. Software required to maintain EMS employees and services, including but not limited to; scheduling, patient care reporting, controlled substance medication tracking, Training, National Fire Incident Reporting System (NFIRS) reporting,
  - j. Technology required to maintain EMS employees and services, including but not limited to; email licensing, Microsoft utilities, electronic Fire Station access,
  - k. Overnight accommodations including but not limited to; resources & furnishing for bunk room, day room, and kitchen/dining areas of the Fontana Municipal Building,

## ADDENDUM B

### LEASE FOR AMBULANCE USE

This Lease Agreement (hereinafter “Agreement”) is entered on \_\_\_\_\_, \_\_\_\_\_, 2023 by and between the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin, a Wisconsin municipal corporation (Fontana) and the Village of Williams Bay, Walworth County, Wisconsin, a municipal corporation (Williams Bay), together collectively referred to as “the Parties”

#### Recitals

- A. The Parties are lawfully organized and existing in municipalities under the Constitution and laws of the State of Wisconsin.
- B. Wisconsin Law provides that units of local government may contract among themselves to obtain or share services.

NOW, THEREFORE, in consideration of \$10 (ten dollars), the mutual agreement contained herein, and in consideration of the mutual obligation set forth in the current Intergovernmental Agreement between the Parties, and upon the further consideration of the recitals herein set forth, the Parties agree as follows below.

- 1. Ambulance Lease. Williams Bay agrees to lease to Fontana an ambulance referred to as \_\_\_\_\_, and equipment related to the Ambulance (the “Ambulance”). Fontana shall re-stock the Ambulance with medical or other supplies used by Fontana for patient care. Fontana shall pay \$10 (ten dollars) as a first year lease payment at the execution of this Agreement and said \$10 (ten dollar) lease shall be paid annually at renewal thereafter.
- 2. Term and Termination. The term of this Agreement shall begin on \_\_\_\_\_, \_\_\_\_\_, 2023 and terminate at 4:59 p.m. on \_\_\_\_\_, \_\_\_\_\_, 2023, unless terminated sooner as herein provided. This Agreement shall be consistent with the term outlined in the Intergovernmental Agreement. ~~automatically renew for additional one year terms unless either party provides 90 days prior notice of its decision to not auto-renew. This Agreement may be terminated at the will of either Party upon 90 days prior written notice to the other.~~
- 3. Damage to Ambulance. Fontana shall be responsible for any damage or destruction to the Ambulance when in use by Fontana.
- 4. Insurance. Fontana represents to Williams Bay that Fontana carries liability insurance in sufficient amounts to cover Fontana’s use of the Ambulance as provided for by this Agreement.

5. Hold Harmless. To the extent permitted by law, Fontana shall save and hold harmless Williams Bay from and against all liabilities, claims, and demands of whatsoever kind of nature arising out of or connected with Fontana's use of the Ambulance and will defend at its own expense any actions against Williams Bay based thereon and shall pay all reasonable charges of attorneys and all reasonable costs and other expenses arising out of Fontana's own negligence or intentional misconduct.
6. Notices. All notices provided for in this Agreement to be given by either Party to the other shall be delivered or mailed to the respective Village Hall, as the case may be. Unless otherwise provided, a notice shall be deemed to be received by a party (A) on the date of personal service; (B) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (C) on the next business day if sent by overnight delivery service (such as Federal Express) with all fees prepared. Notice may be sent to a provided e-mail address, however, notice sent via e-mail shall be followed by notice delivered by a method described in subsections (A)-(C), unless such additional notice is waived in writing by the party receiving the notice via e-mail. If notice is affected by e-mail, notice shall be deemed received on the date the receiving party provides written notification to the other party that a delivery of notice by supplemental means is not required. Either party may change the designated contact by providing notice to the other party of the new information in accordance with this paragraph.
7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email shall be as effective as delivery of a manually signed counterpart to this Agreement.
8. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
9. Severability. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent permitted by law.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and first written above.

DATED: \_\_\_\_\_, 2023.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
William Duncan, President

Attest: \_\_\_\_\_  
Jackelyn Pankau, Clerk

DATE: \_\_\_\_\_, 2023.

**VILLAGE OF FONTANA-ON-GENEVA  
LAKE**

By: \_\_\_\_\_  
Pat Kenny, President

Attest: \_\_\_\_\_  
Drew Lussow, Clerk



# Village of Williams Bay Police Department

PO Box 580  
250 Williams Street  
Williams Bay, WI 53191



Phone: 262.245.2710

Chief Justin P Timm

Fax: 262.245.2711

June 30, 2023

To: Protective Service Committee  
From: Chief Justin P Timm

REF: Overtime Projections for 2023 and 2024

To Trustee Vlach and Protective Services Committee,

As I am sure you are aware, we have an overtime budget issue at the police department.

Recently Trustee Vlach has asked me to prepare a report of the projected 2023 overtime budget, as well as the projected 2024 overtime budget.

In 2019 Richard Tuma conducted an extensive study on the staffing of our police department. The conclusion of the study indicated we were approximately 2.5 officers short of what we need to be to adequately serve the community. Since the time of the study, Yerkes Observatory has opened to the public and is a large draw of people and more houses continue to be built in Bailey Estates and Prairie View. We have also seen an increase in Short Term Rentals, which have added to our call volume.

| Year   | Calls for Service | Overtime Used | Part Time Hours |
|--------|-------------------|---------------|-----------------|
| 2018   | 8035              | \$8,423       | 2,932           |
| 2019   | 9506              | \$22,7799     | 1,240           |
| 2020   | 10116             | \$25,945      | 2,197           |
| 2021*  | 8158              | \$60,236      | 164             |
| 2022   | 10222             | \$53,012      | 80              |
| 2023** | 10223             | \$35,000.00   | 90              |

\*2021 Calls for Service were down due to losing three officers, 207 shifts were covered by Lieutenant or Chief

\*\* Proposed YTD 2023 is 5065 Calls for Service; YTD for Part time hours is 61

Our process has remained constant with the anticipation of minimizing overtime as much as possible. The process is as follows: When we have a shift open, we find out if a "cover shift" can cover the shift, then we ask if part-time can cover the shift, and finally we fill it with overtime.

Currently there are 74 departments around the state hiring for a police officer. This does not include Madison or Milwaukee. Some of these departments are hiring more than one officer, for example, Walworth County Sheriff's Office is currently hiring ten deputies.

Part-time officers are continually hard to recruit. The main reason is due to the full-time opportunities I mentioned earlier. Our part-time officers who are working for other departments are more inclined to work overtime shifts at their full-time department rather than work for us, even after we increased the part-time hourly rate.

For the 2023 budget year we budgeted \$24,654.00 and have currently used \$26,746.96 approximately \$4,100.00 more additionally proposed in this budget year. This is partially due to the unexpected Officer Raabe needing more time on her Field Training Program, and one of our part-time officers being injured and not being able to work. We have tried our best to move our day and night cover shifts to accommodate our staffing needs, however it is not always possible. According to our projections, we will be covering approximately 45 shifts with overtime until December. These shifts are open due to military leave, vacation, and events such as Corn and Brat that require additional staffing. Some of these may be filled with part-time, however at this moment we are still unsure of this.

In 2024, Officer Scurto is going to be on military leave for approximately six (6) months. We also have the Republican National Convention (RNC) coming to Milwaukee July 15<sup>th</sup> through the 18<sup>th</sup>, and the Democratic National Convention (DNC) coming to Chicago August 19<sup>th</sup> through the 22<sup>nd</sup>. During these events, we are expecting to see an influx of visitors due to the amenities Geneva Lake has to offer. Historically, when the DNC was going to be in Milwaukee in 2020, the hotels around the area were booked well in advance. We have conservatively, tentatively scheduled an additional officer per day for these two events with the expectation visitors will stay longer or arrive early. With those events, Officer Scurto's military leave, our departments paid time off, holiday, and personal days we are looking at covering 248 shifts. This does not include training or potential FMLA. Next year, 2024 budget preliminary is \$106,000 for overtime based on the current and additional factors as supported in the following spreadsheet.

I look forward to discussing this with the committee and please let me know if you have any questions prior to the meeting.

Sincerely,

Justin P Timm  
Chief of Police  
Village of Williams Bay Police Department



# VILLAGE OF WILLIAMS BAY

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

## UNOFFICIAL MINUTES PARKS AND LAKEFRONT COMMITTEE MONDAY, JUNE 5, 2023, AT 6:45 PM VILLAGE HALL COUNCIL ROOM

### Call to Order

Meeting was called to order by Chairman Russell at 7:55pm

### Roll Call

Present: Trustees Russell, Wright, and Umans

Also Present: President Duncan, Trustees D'Alessandro, Jaramillo and Vlach, Administrator Lothspeich, Treasurer Peternell, Clerk Kolls, Director of Public Works Edwards, Recreation Director Rowland, and Engineer Snyder.

### Meeting Minutes

Umans/Wright motion to approve meeting minutes of May 10, 2023. Unanimously carried.

### Williams Bay Fire Department 57<sup>th</sup> Annual Chicken Roade Edgewater Park Use Application for July 14-16, 2023.

Wright/Russell motion to recommend Village Board approval of the Williams Bay Fire Department 57<sup>th</sup> Annual Chicken Roade Edgewater Park Use Application for July 14-16, 2023. Unanimously carried.

### William Guy Forbeck Research Foundation Yoga Class and Family Fund Edgewater Park Use Application for June 24, 2023.

Russell/Wright motion to recommend Village Board approval of the William Guy Forbeck Research Foundation Yoga Class and Family Fund Edgewater Park Use Application for June 24, 2023, contingent upon liability insurance being provided. Unanimously carried.

### Williams Bay Boy Scout Pack 237 Edgewater Park Use Application for June 20, 2023.

Kolls noted that the applicant had requested that the refundable \$500 deposit requirement be waived. Russell/Wright motion to recommend Village Board approval of the Williams Bay Boy Scout Pack 237 Edgewater Park Use Application for June 20, 2023, with receiving the \$500 refundable deposit. Unanimously carried.

### Boat Slip Waiting List and Boat Slip Lease

Discussion was held regarding conflicting information between the boat slip waiting list resolution and the lease. The wait list resolution states that a commercial property owner can be on the waiting list; however, the lease does not include this language. There is a slip open with the next person on the waiting list being a commercial property owner. It was the consensus of the Committee to grandfather existing commercial properties to remain on the waiting list and approve open slip to the commercial property owner.

### Theatre Road Park – Tennis and Basketball Ball Courts

Umans/Wright motion to recommend Village Board approval of Baxter Woodman work order for the Tennis and Basketball court at Theatre Road that includes Project Management; Site Visits, Preliminary and Final Design, Bidding Documents, Quality Control Reviews, Engineer's Opinion of Probable Cost and Assist Bidding with Village compensating Baxter for the services performed or furnished a lump sum of \$15,600. Unanimously carried.

### Recreation Department Monthly Numbers

The Committee reviewed the recreation department monthly numbers.

**Lions Field House Renovations**

The Village has been made aware that the Williams Bay Lioness applied for and was awarded a \$10,000 grant from Gage Marine to be used for improvements to the Lions Field House. It was the consensus of the Committee to have Village and Williams Bay Lions Club representatives do a walk through the building for ideas on how to improve the building.

**Adjourn**

Umans/Wright motion to adjourn at 8:21pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



# VILLAGE OF WILLIAMS BAY

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

## UNOFFICIAL MINUTES FINANCE AND PERSONNEL COMMITTEE MONDAY, JUNE 5, 2023, AT 6:45 PM VILLAGE HALL COUNCIL ROOM

### Call to Order

Meeting was called to order by Chairman Wright at 8:21pm

### Roll Call

Trustees Wright, D'Alessandro, and Umans

Also Present: President Duncan, Trustees Jaramillo, Russell and Vlach, Administrator Lothspeich, Treasurer Peternell, Clerk Kolls, Director of Public Works Edwards, Recreation Director Rowland, and Engineer Snyder.

### Meeting Minutes

D'Alessandro/Umans motion to approve meeting minutes of May 10, 2023, with corrections to add funding from water borrowed funds previously allocated to Southwick Creek realignment for ILM invoice. Unanimously carried.

### Hydro Corp Cross Connection Contract Renewals – Commercial and Residential

Wright/Umans motion to recommend Village Board approval of Hydro Corp Commercial and Residential Cross Connection Contracts for 76 commercial inspections at a cost of \$11,016 and 478 residential inspections at a cost of \$32,424. Unanimously carried.

### Accurate Appraisal Contract

Umans/D'Alessandro motion to recommend Village Board approval of Accurate Appraisal's 3-year Maintenance Contract for assessment years 2024, 2025, and 2026 at \$18,000 annually. Unanimously carried.

### Baker Tilly Letter of Engagement for Audit Services for the years 2023-2027.

D'Alessandro/Umans motion to recommend Village Board approval of Baker Tilly Letter of Engagement to audit basic financial statements of the Village of Williams Bay for the five (5) years ending on December 31, 2023, through December 31, 2028. Unanimously carried.

### Resolution Establishing the Minimum Bond Amount for the Municipal Judge

Administrator Lothspeich stated that per Williams Bay Village Code - Chapter 22 requires that the Municipal Judge shall execute and file with the Clerk of the Courts for Walworth County an official bond in such amount as shall be fixed by resolution of the Village Board. D'Alessandro/Umans motion to recommend Village Board approval to set the amount of the official bond for the Municipal Judge at \$10,000. Unanimously carried.

### Water Plant Modification - Copper Corrosion Action Plan

D'Alessandro/Umans motion to recommend Village Board approval of Baxter Woodman work order 221778.01/22178.61 for service pump modifications design & construction in the amount of a lump sum payment of \$75,000 for design and a lump sum amount of \$32,000 for construction with funding to come from water borrowed funds. Unanimously carried.

D'Alessandro/Umans motion to recommend Village Board approval of Baxter Woodman work order 221778.00/22178.60 for chlorination modifications design and construction in the amount of a lump sum amount of \$65,000 for design and a lump sum amount of \$33,000 for construction with funding to come from water borrowed funds. Unanimously carried.

D'Alessandro/Umans motion to recommend Finance & Personnel to direct staff and Village Engineer file application for the Safe Water Drinking Fund Loan application with approximate \$3,000 cost for Village Engineer assistance; funding to come from water borrowed funds. Unanimously carried.

**Baxter Woodman work order 2325347 to assist the Southeastern Wisconsin Regional Planning Commission (SEWRPC) in their study to properly locate and map the Southwick Creek floodplain/floodway in the area of the Village's water plant.**

Umans/D'Alessandro motion to recommend Village Board approval of Baxter Woodman work order 2325347 to provide the following scope of services; including: project management, site visits and data collection and assist SEWRPC in submitting the FEMA LOMR in the amount of \$8,000 funded by water borrowed funds that were previously allocated for Southwick Creek realignment. Unanimously carried.

**Lift Station #3 (Harris Road) Replacement**

Snyder discussed (2) design options for the Harris Road lift station replacement. He stated that the above grade option (option 2) is more expensive, however it should have a longer service life, easier to maintain and aesthetically more in line with existing buildings. Snyder stated that Village acquired the property to the south of the current location and the property line subsequently moved. Discussion was held that the Village will need to determine if they own the property before moving forward with this recommended design. Umans/D'Alessandro motion to recommend Village Board approval of Engineer's recommended design only if the Village owns the property. Unanimously carried.

Umans/D'Alessandro motion to recommend Finance & Personnel to direct staff and Village Engineer file application for the Clean Water Fund Project loan. Unanimously carried.

**Theatre Road Park – Tennis and Basketball Ball Courts**

D'Alessandro/Umans motion to recommend Village Board approval of Baxter Woodman work order for the Tennis and Basketball court at Theatre Road that includes Project Management; Site Visits, Preliminary and Final Design, Bidding Documents, Quality Control Reviews, Engineer's Opinion of Probable Cost and Assist Bidding with Village compensating Baxter for the services performed or furnished a lump sum of \$15,600. Unanimously carried.

**Discussion on Directing Staff to Provide Information about Tax Increment Financing (TIF) and Potential Areas**

It was the consensus of the Committee to have Administrator Lothspeich provide some background information and options on creating a TIF in the Village at a future meeting for further discussion.

**Treasurer Report**

Peternell stated that a kickoff meeting with Baird and Department Heads on the Capital Improvement Plan (CIP) took place on May 22nd. Baird gave a presentation on the importance of establishing a CIP and a timeline for the Village to implement their plan. Department heads were provided templates to forecast the next 5 years of capital expenditures for the department. Peternell stated that she and the Village Administrator are working with Fontana on an Intergovernmental Agreement (IGA) regarding leasing the new ambulance so that Fontana can bill for calls they respond to in Williams Bay.

**Monthly activity of Borrowing projects**

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

**Adjourn**

D'Alessandro/Umans motion to adjourn at 9:06pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

**AMENDMENT TO ZONING ADMINISTRATION SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF WILLIAMS BAY AND SCHAEFFER MUNICIPAL SERVICES, LLC.**

This Zoning Administration Services Agreement (Agreement), is entered into by and between the Village of Williams Bay, Wisconsin (Village) and Schaeffer Municipal Services, LLC (Schaeffer). The Village and Schaeffer shall be jointly referred to as the Parties.

**RECITALS**

WHEREAS, the Village is seeking to appoint and retain Schaeffer to serve as Zoning Administrator for the Village and to perform the services as more specifically detailed below;

NOW, THEREFORE, for good and valuable consideration, the Village and Schaeffer agree as follows:

**1. SCOPE OF SERVICES.**

Schaeffer will provide services to the Village as follows:

A. Schaeffer shall provide office hours at the Village Hall of the Village each ~~Monday from 2:30 p.m. to 4:30 p.m., and each Wednesday from 1:00 p.m. to 4:00 p.m.~~ **Tuesday from 2:00 p.m. to 5:00 p.m. and each Wednesday from 11:00 a.m. to 1:00 p.m.**

B. Schaeffer shall perform those duties required by the Zoning Ordinance of the Village of Williams Bay to enforce said ordinance, including, but not limited to:

- B.a.1) Answering zoning/planning-related inquiries;
- B.a.2) Reviewing all zoning and planning-related applications;
- B.a.3) Issuing zoning permits;
- B.a.4) Drafting staff recommendations or applications requiring Plan Commission, ETZ Joint Committee, Zoning Board of Appeals or Village Board Review; and
- B.a.5) Preparation of meeting agendas and packets for the above-mentioned Commissions, Committees, and Boards.

## **2. CHANGES TO SCOPE OF SERVICES.**

Any changes to services that are mutually agreed upon between the Village and Schaeffer shall be made in writing which shall specifically designate any changes in compensation for the services and be made as a signed and fully executed amendment to the Agreement.

## **3. COMPENSATION.**

A. There shall be no charge for Schaeffer maintaining the office hours set forth under the scope of services.

B. The Village shall pay Schaeffer 90% of all zoning and planning fees collected by the Village for all zoning and planning permits applied for, as set forth on the attached Exhibit A which is incorporated herein by reference.

Attendance at all meetings, including the Plan Commission, ETZ Joint Committee, Board of Zoning Appeals or Village Board, and development meetings occurring outside of the office hours included in the scope of services, shall be billed and compensated at the rate of \$85 per hour with a minimum one and one-half hour charge.

C. Non-permit fee generated activities which include zoning code enforcement, shall be compensated at the rate of \$75 per hour with a minimum one-hour charge.

## **4. VILLAGE OBLIGATIONS.**

Village shall provide Schaeffer with the necessary office space, computer, copier, phone, and related equipment. Village shall also be responsible for the recording of any public meetings and the preparation of any minutes for meetings attended by Schaeffer. The Village shall assume the cost of publication for required public hearing notices. Schaeffer shall maintain, at its cost, a policy of insurance with professional liability coverage in the amount of \$1 million per occurrence and aggregate, and general liability insurance coverage in the amount of \$1 million per occurrence \$2 million aggregate.

The policy shall be endorsed to include the Village and its officers, employers and consultants as additional insureds. Schaeffer shall provide the Village with certificates of insurance acceptable to Village at the commencement of services.

**5. BILLING AND PAYMENT PROCEDURE.**

Schaeffer will invoice the Village on a monthly basis and provide all supporting documentation. All payments are due to Schaeffer within thirty days of the invoice date. The Village may request additional information before approving the invoice. If additional information is requested, the Village shall submit payment within thirty days of the resolution of any dispute.

**6. TERM.**

This Agreement shall become effective on the latest date on which the Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve months or until May 1, 2019, whichever shall occur first. Subsequently, this Agreement shall renew for additional twelve-month terms upon yearly appointment to the Office of Zoning Administrator by the Village.

**7. TERMINATION.**

Either Party may terminate this Agreement upon ~~thirty~~ ninety (90) days written notice with or without cause. In case of such termination, Schaeffer shall be entitled to receive payment for work completed up to and including the date of termination, within thirty days of the termination.

**8. PERFORMANCE STANDARDS.**

Schaeffer shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing substantially same or similar services in the Office of Zoning Administrator. Schaeffer represents to the Village that it retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the services called for in this Agreement.

**9. ASSIGNMENT.**

Neither Party shall assign all or part of the rights, duties, and obligations, nor benefits set forth

in this Agreement to another entity without the approval of both Parties; consent shall not be unreasonably withheld.

**10. INDEPENDENT CONTRACTOR.**

Schaeffer is an independent contractor, and neither Schaeffer, nor any employee or agent thereof, shall be deemed for any reason to be an employee of the Village. As Schaeffer is an independent contractor, the Village shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, and all other forms of compensation or benefits to any personnel performing services for the Village under this Agreement. Schaeffer shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Schaeffer, as well as all legal costs including attorney fees incurred in the defense of any conflict or legal action resulting from such employment.

**11. OWNERSHIP OF DOCUMENTS.**

The Village shall retain ownership of all work product and deliverables created by Schaeffer pursuant to this Agreement. The Village and its duly authorized representatives shall have access to any books, documents, papers and records of Schaeffer that are related to this Agreement for the purpose of audit or examination, other than Schaeffer's financial records, and may make excerpts and transcriptions of the same.

**12. SEVERABILITY.**

If any part of the Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

**13. NOTICES.**

Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent by First Class U.S. Mail addressed as follows:

Village: Village Administrator  
P.O. Box 580  
250 Williams Street  
Williams Bay, WI 53191

Schaeffer: Bonnie M. Schaeffer, Managing Member  
Schaeffer Municipal Services, LLC  
1516 Second Street  
Twin Lakes, WI 53181

**14. GOVERNING LAW.**

This Agreement shall be construed under and governed by the laws of the State of Wisconsin.

**15. COUNTERPARTS.**

This Agreement and any amendments may be executed in one or more counterparts, each which shall be deemed an original, but all of which shall constitute one in the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

**VILLAGE OF WILLIAMS**

**SCHAEFFER MUNICIPAL SERVICES, LLC**

\_\_\_\_\_  
Williams Duncan, President

\_\_\_\_\_  
Bonnie M. Schaeffer, Managing Member

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**VILLAGE OF WILLIAMS BAY  
RESOLUTION NO. R-40-2023**

**A RESOLUTION AMENDING THE 2023 GENERAL FUND OPERATING BUDGET  
THE VILLAGE BOARD OF THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY,  
WISCONSIN, RESOLVES AS FOLLOWS:**

**WHEREAS**, the Village of Williams Bay's 2023 General Fund annual budget was approved by the Village Board of Trustees on December 5, 2022; and

**WHEREAS**, pursuant to Wis. Statutes section 65.90(5)(a), the Village Board of Williams Bay is permitted to approve budget amendments to its adopted budget; and

**WHEREAS**, Wisconsin State law requires all municipalities to provide Emergency Medical Services (EMS) to its residence; and

**WHEREAS**, the voters of Williams Bay approved a referendum to exceed the levy by \$928,077 to fund Emergency Medical Services (EMS); and

**WHEREAS**, the Village Board has established an EMS Intergovernmental Agreement (IGA) fund to track Emergency Medical Services (EMS) Intergovernmental Agreement (IGA) revenues and expenditures; and

**NOW THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby approve the following transfers: **(1)** the sum of \$928,077 transfer from the General Fund Tax Levy (100-41100) to the 2023 Emergency Medical Services (EMS) Intergovernmental Agreement (IGA) Tax Levy (120-41100) and **(2)** the sum of \$763,532 transfer from the Rescue Department Intergovernmental Agreement General Fund expenditures (100-52360-170) to the 2023 Emergency Medical Services (EMS) Intergovernmental Agreement (IGA) expenditures (120-52320-165); and

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

**Section II: Publication.** this resolution be published within 15 days of the adoption as prescribed under Wis. Statutes section 65.90 (5)(a).

**Section III: Approval.** The President and Board of Trustees hereby approves the recommended work order, therefore.

Approved by the Village Board of the Village of Williams Bay this 17<sup>th</sup> day of July 2023.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
William Duncan, President

Attest: \_\_\_\_\_  
Tina Kolls, Clerk

**RE: Debt service fund balance usage**

Mullen, Kevin &lt;kmullen@rwbaird.com&gt;

Wed 5/31/2023 11:17 AM

To:Lori Peternell &lt;treasurer@vi.williamsbay.wi.gov&gt;;Ruechel, Adam &lt;aruechel@rwbaird.com&gt;

Cc:David Lothspeich &lt;admin@vi.williamsbay.wi.gov&gt;;Lowell Wright &lt;lwright@vi.williamsbay.wi.gov&gt;;Timmerman, Emily &lt;ETimmerman@rwbaird.com&gt;

 1 attachments (120 KB)

payoff williams bay.pdf;

Good morning, Lori – As we discussed, the balance could be applied to prepay a portion of the 2017 Bonds. Those Bonds are callable on 4/01/24 and have balances with coupons at 4.00%. Most of the 2017 borrowing funded levy supported projects. It seems that this would be a good use for the accumulated debt service balance.

I have attached an analysis of the impact of applying the balance to partial prepayment. Applying the balance of \$489,189 would reduce interest cost by \$228,500 over the remaining life of the borrowing and it would shorten the maturity by two years.

Please let me know if you have any questions or would like to discuss this in more detail.

Thanks – Kevin

Kevin M. Mullen

Director

Public Finance

Baird

777 East Wisconsin Avenue (25th floor)

Milwaukee, WI 53202

(o) (414) 765-8709

(m) (414) 312-3275

[mailto:kmullen@rwbaird@gmail.com]kmullen@rwbaird@gmail.com | [rwbaird.com/PublicFinance](http://rwbaird.com/PublicFinance)

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

**Sent:** Wednesday, May 17, 2023 9:00 AM

**To:** Mullen, Kevin <kmullen@rwbaird.com>; Ruechel, Adam <aruechel@rwbaird.com>

**Cc:** David Lothspeich <admin@vi.williamsbay.wi.gov>; Lowell Wright <lwright@vi.williamsbay.wi.gov>

**Subject:** Debt service fund balance usage

Kevin-

As you may be aware, the Village has been reporting a debt service fund balance for several years (see *page 34 of 2022 FS*). The auditor is suggesting utilizing that fund balance, and the Finance & Personnel Committee recommended utilizing it to pay down some existing debt. I spoke to the auditor regarding this recommendation, and he mentioned that this may not be the best option for the following reasons and offered some recommendation:

- 1) He used the \$3.635K bonds (*see attached debt schedule*) as an example because they are callable next year. He said the interest rate is between 3% - 4% and it's unlikely that interest rates will be lower so the Village will probably not be refunding those. If the interest rates are lower at that time, the fund balance could be used towards the costs for refunding.
- 2) The Village will most likely be doing a borrowing in 2025 or 2026 and interest rates will likely be higher than what we currently are at so it would be economically feasible to use it for a project that would be included in the next borrowing. To do this, we would reduce the debt service levy in 2024 and utilize the debt service fund balance which would provide additional levy in the general fund for the project.
- 3) Another option is to reduce the debt service levy in 2024 and utilize the debt service fund balance and include the additional amount in the general fund levy by placing the amount in contingency with the intent that it won't be used and would be allocated in the general fund balance at the end of the year.
- 4) A final suggested option was to provide a loan at a predetermined interest rate to the Water Utility to pay off the balloon payment of \$321,786.92 in 2025 (*see attached debt schedule*) for the water tower painting loan.

I wanted to run these suggestions on to you to get your opinion on what the best option is for the Village. Would there be a negative impact on the levy by using fund balance for the debt? If we go with that option, is there a certain year that would be better to do this? Should it be done the same year as the next borrowing would occur? Are there any other options that you would suggest?

No rush on a response, this won't go back to the F&P Committee until July. We can discuss it further when you're here next Monday.

Thank you!!

Lori Peternell, CMTW

Village Treasurer

262-245-2700

Population: 2953

Village of Williams Bay | 250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | US

**PLEASE NOTE NEW EMAIL ADDRESS: TREASURER@VI.WILLIAMSBAY.WI.GOV**

**Elected Officials and Members of Village Committees or Commissions: In order to comply with Open Meeting Requirements, please limit any reply to only the sender of this electronic communication. Written communication, emails and faxes are generally considered open public records.**

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# Prepayment

## Village of Williams Bay Summary of Hypothetical Cash Prepayment Payoff Date: April 1, 2024



| Calendar<br>Year | BEFORE PREPAYMENT  |                             |                  |                          | AFTER PREPAYMENT   |                             |                  |                          | HYPOTHETICAL<br>REDUCTION<br>IN FUND 39<br>DEBT SERVICE | FUND 39 D/S<br>PRIOR TO<br>PREPAYMENT | HYPOTHETICAL<br>FUND 39 D/S<br>AFTER<br>PREPAYMENT |
|------------------|--------------------|-----------------------------|------------------|--------------------------|--------------------|-----------------------------|------------------|--------------------------|---------------------------------------------------------|---------------------------------------|----------------------------------------------------|
|                  | Amount:            | Type:                       | Date:            | Callable:                | Amount:            | Type:                       | Date:            | Callable:                |                                                         |                                       |                                                    |
|                  | \$3,635,000        | G.O. Refunding Bonds, 2017A | July 10, 2017    | '25-'37Callable 4/1/2024 | \$3,635,000        | G.O. Refunding Bonds, 2017A | July 10, 2017    | '25-'37Callable 4/1/2024 |                                                         |                                       |                                                    |
|                  | PRINCIPAL          | RATE                        | INTEREST         | TOTAL                    | PRINCIPAL          | RATE                        | INTEREST         | TOTAL                    |                                                         |                                       |                                                    |
|                  | (4/1)              |                             | (4/1 & 10/1)     |                          | (4/1)              |                             | (4/1 & 10/1)     |                          |                                                         |                                       |                                                    |
| 2023             | \$185,000          | 3.000%                      | \$86,313         | \$271,313                | \$185,000          | 3.000%                      | \$86,313         | \$271,313                | \$0                                                     | \$1,583,398                           | \$1,583,398                                        |
| 2024             | \$190,000          | 3.000%                      | \$80,688         | \$270,688                | \$190,000          | 3.000%                      | \$70,988         | \$260,988                | \$9,700                                                 | \$1,587,618                           | \$1,577,918                                        |
| 2025             | \$200,000          | 3.000%                      | \$74,838         | \$274,838                | \$200,000          | 3.000%                      | \$55,438         | \$255,438                | \$19,400                                                | \$1,854,130                           | \$1,834,730                                        |
| 2026             | \$205,000          | 3.000%                      | \$68,763         | \$273,763                | \$205,000          | 3.000%                      | \$49,363         | \$254,363                | \$19,400                                                | \$1,375,634                           | \$1,356,234                                        |
| 2027             | \$210,000          | 3.000%                      | \$62,538         | \$272,538                | \$210,000          | 3.000%                      | \$43,138         | \$253,138                | \$19,400                                                | \$1,371,495                           | \$1,352,095                                        |
| 2028             | \$160,000          | 3.000%                      | \$56,988         | \$216,988                | \$160,000          | 3.000%                      | \$37,588         | \$197,588                | \$19,400                                                | \$1,374,001                           | \$1,354,601                                        |
| 2029             | \$160,000          | 2.750%                      | \$52,388         | \$212,388                | \$160,000          | 2.750%                      | \$32,988         | \$192,988                | \$19,400                                                | \$1,373,360                           | \$1,353,960                                        |
| 2030             | \$165,000          | 2.750%                      | \$47,919         | \$212,919                | \$165,000          | 2.750%                      | \$28,519         | \$193,519                | \$19,400                                                | \$1,371,333                           | \$1,351,933                                        |
| 2031             | \$170,000          | 3.000%                      | \$43,100         | \$213,100                | \$170,000          | 3.000%                      | \$23,700         | \$193,700                | \$19,400                                                | \$1,371,893                           | \$1,352,493                                        |
| 2032             | \$175,000          | 3.000%                      | \$37,925         | \$212,925                | \$175,000          | 3.000%                      | \$18,525         | \$193,525                | \$19,400                                                | \$1,181,700                           | \$1,162,300                                        |
| 2033             | \$180,000          | 3.000%                      | \$32,600         | \$212,600                | \$180,000          | 3.000%                      | \$13,200         | \$193,200                | \$19,400                                                | \$1,020,375                           | \$1,000,975                                        |
| 2034             | \$190,000          | 3.000%                      | \$27,050         | \$217,050                | \$190,000          | 3.000%                      | \$7,650          | \$197,650                | \$19,400                                                | \$1,025,800                           | \$1,006,400                                        |
| 2035             | \$195,000          | 4.000%                      | \$20,300         | \$215,300                | \$120,000          | 4.000%                      | \$2,400          | \$122,400                | \$92,900                                                | \$1,023,400                           | \$930,500                                          |
| 2036             | \$200,000          | 4.000%                      | \$12,400         | \$212,400                | ***                | 4.000%                      |                  |                          | \$212,400                                               | \$1,022,500                           | \$810,100                                          |
| 2037             | \$210,000          | 4.000%                      | \$4,200          | \$214,200                | ***                | 4.000%                      |                  |                          | \$214,200                                               | \$1,023,800                           | \$809,600                                          |
| 2038             |                    |                             |                  |                          |                    |                             |                  |                          | \$0                                                     | \$803,200                             | \$803,200                                          |
| 2039             |                    |                             |                  |                          |                    |                             |                  |                          | \$0                                                     | \$810,700                             | \$810,700                                          |
| 2040             |                    |                             |                  |                          |                    |                             |                  |                          | \$0                                                     | \$807,000                             | \$807,000                                          |
| 2041             |                    |                             |                  |                          |                    |                             |                  |                          | \$0                                                     | \$812,100                             | \$812,100                                          |
| 2042             |                    |                             |                  |                          |                    |                             |                  |                          |                                                         | \$810,900                             | \$810,900                                          |
|                  | <u>\$2,795,000</u> |                             | <u>\$708,006</u> | <u>\$3,503,006</u>       | <u>\$2,310,000</u> |                             | <u>\$469,806</u> | <u>\$2,779,806</u>       | <u>\$723,200</u>                                        | <u>\$23,604,337</u>                   | <u>\$22,881,137</u>                                |

|     |                                    |
|-----|------------------------------------|
|     | Maturities to be Partially Prepaid |
| *** | Maturities to be Fully Prepaid     |

Less: Amount Needed for Prepayment (\$494,700)  
**EST. INTEREST SAVINGS FROM PREPAYMENT** **\$228,500**

| Summary of Amount Available for Prepayment |                  |
|--------------------------------------------|------------------|
| Debt Service Balance                       | \$489,289        |
| Plus: Reduction in 10/1/24 Int. Pymt.      | \$9,700          |
| Potential BC Fee:                          | (\$800)          |
| Funds Available for Prepayment             | <u>\$498,189</u> |

| 2024 Prepayment Summary                 |                |
|-----------------------------------------|----------------|
| Funds Available for Prepayment          | \$498,189      |
| Less: Principal To be Prepaid           | (\$485,000)    |
| Less: Accrued Interest (10/1/23-4/1/24) | (\$9,700)      |
| Total Amount Needed for Prepayment      | (\$494,700)    |
| Remaining Excess Balance                | <u>\$3,489</u> |



## **MEMORANDUM**

**DATE:** JULY 5, 2023  
**TO:** COMMITTEE MEETINGS  
**FROM:** TINA KOLLS, VILLAGE CLERK  
**RE:** STATEMENT OF WORK: SCAN PROJECT - GORDON FLESCH COMPANY, INC.

Due to inflation, there has been a price increase on the scanning project. I have included the original quote along with the current quote.



## STATEMENT OF WORK: SCAN PROJECT

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                  |              |                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------|----------------|
| <b>Client Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Village of Williams Bay                                          | <b>Date</b>  | 12/19/2022     |
| <b>Project Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Scan Project – Multiple Areas #1, #6, #7                         |              |                |
| <b>Contact Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Tina Kolls                                                       |              |                |
| <b>Contact Address</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 250 Williams St, Williams Bay, WI 53191                          |              |                |
| <b>Contact Email</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <a href="mailto:admin@williamsbay.org">admin@williamsbay.org</a> | <b>Phone</b> | 262-245-2700   |
| <b>PROJECT SCOPE AND TASKS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                  |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                  |              | <b>Pricing</b> |
| <b>Category 1: Clerk Minutes/Resolutions/Ordinances</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                  |              | \$4,284.00     |
| <b>Volume:</b> Approximately 120 Binders x 350 Pages Total = Approximately 42,000 Pages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                  |              |                |
| <b>Details:</b> <ul style="list-style-type: none"><li>➤ Prep/Box for Transport (Estimated 20 Boxes)</li><li>➤ Transportation to Scan Center</li><li>➤ Remove From Folders &amp; Prep for Scan: Remove From Binders, Cut &amp; Mend as Required, etc</li><li>➤ Black &amp; White PDF</li><li>➤ 300x300dpi</li><li>➤ Assume 100 Indexes/Book (Either Meeting Minute Date or Resolution/Ordinance #)</li><li>➤ Image By Image Review</li><li>➤ Return Digital Images to Customer on Flash Drive (PDF)</li><li>➤ Put All Pages Back in the Correct Folder &amp; Prep for Return Transport (No Staples, Paper Clips, Prong Tabs, etc)</li><li>➤ Return Transport</li></ul> |                                                                  |              |                |
| <b>Category 6: Plan Commission and ZBA Minutes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                  |              | \$3,522.00     |
| <b>Volume:</b> Approximately 6 TFC Large Boxes and 2 – 1.2 Paper Size Boxes Totaling 3,500 Pages/800 Files                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                  |              |                |
| <b>Details:</b> <ul style="list-style-type: none"><li>➤ Prep/Box for Transport (Estimated 8 Boxes)</li><li>➤ Transportation to Scan Center</li><li>➤ Remove From Folders &amp; Prep for Scan: Remove From Folders, Destaple, &amp; Mend as Required, etc</li><li>➤ Black &amp; White PDF</li><li>➤ 300x300dpi</li><li>➤ Indexing by Date</li><li>➤ Image By Image Review</li><li>➤ Return Digital Images to Customer on Flash Drive (PDF)</li><li>➤ Put All Pages Back in the Correct Folder &amp; Prep for Return Transport (No Staples, Paper Clips, Prong Tabs, etc)</li><li>➤ Return Transport</li></ul>                                                          |                                                                  |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                  |              |                |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Category 7: Client Property Records</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$9,115.00 |
| <b>Volume:</b> Approximately 15 Horizontal Drawers with 4,500 Pages and 50 Drawings/Drawer Totals 67,500 Pages, 750 Drawings, and 2,505 Addresses<br><br><b>Details:</b> <ul style="list-style-type: none"><li>➤ Prep/Box for Transport (Estimated 45 Boxes) – Note: Large Folders means boxes are packed sideways</li><li>➤ Transportation to Scan Center</li><li>➤ Remove From Folders &amp; Prep for Scan: Remove From Folders, Destaple, &amp; Mend as Required, etc</li><li>➤ Black &amp; White PDF</li><li>➤ 300x300dpi</li><li>➤ Indexing by Address (Assume 50% of the files have drawings which also need to be indexed and then merged back into the original file)</li><li>➤ Image By Image Review</li><li>➤ Return Digital Images to Customer on Flash Drive (PDF)</li><li>➤ Put All Pages Back in the Correct Folder &amp; Prep for Return Transport (No Staples, Paper Clips, Prong Tabs, etc)</li><li>➤ Return Transport</li></ul> |            |

#### PROJECT COSTS

Total Cost may vary, based on differing page quantities. Overage included above and will be configured upon project completion.

Varies

#### PROJECT AUTHORIZATION

The signatures below indicate acceptance of the Scope Agreement by Client allowing GFC to begin billable work on the project.

Client Authorized Signature

Client Authorized Printed Name

Date



## STATEMENT OF WORK: SCAN PROJECT

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                              |              |                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------------|----------------|
| <b>Client Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Village of Williams Bay                                                      | <b>Date</b>  | 06/01/2023     |
| <b>Project Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Scan Project – Multiple Areas #1, #6, #7                                     |              |                |
| <b>Contact Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Tina Kolls                                                                   |              |                |
| <b>Contact Address</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 250 Williams St, Williams Bay, WI 53191                                      |              |                |
| <b>Contact Email</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <a href="mailto:clerk@vi.williamsbay.wi.gov">clerk@vi.williamsbay.wi.gov</a> | <b>Phone</b> | 262-245-2700   |
| <b>PROJECT SCOPE AND TASKS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                              |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                              |              | <b>Pricing</b> |
| <b>Category 1: Clerk Minutes/Resolutions/Ordinances</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                              |              | \$4,436.00     |
| <b>Volume:</b> Approximately 120 Binders x 350 Pages Total = Approximately 42,000 Pages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                              |              |                |
| <b>Details:</b> <ul style="list-style-type: none"><li>➤ Prep/Box for Transport (Estimated 20 Boxes)</li><li>➤ Transportation to Scan Center</li><li>➤ Remove From Folders &amp; Prep for Scan: Remove From Binders, Cut &amp; Mend as Required, etc</li><li>➤ Black &amp; White PDF</li><li>➤ 300x300dpi</li><li>➤ Assume 100 Indexes/Book (Either Meeting Minute Date or Resolution/Ordinance #)</li><li>➤ Image By Image Review</li><li>➤ Return Digital Images to Customer on Flash Drive (PDF)</li><li>➤ Put All Pages Back in the Correct Folder &amp; Prep for Return Transport (No Staples, Paper Clips, Prong Tabs, etc)</li><li>➤ Return Transport</li></ul> |                                                                              |              |                |
| <b>Category 6: Plan Commission and ZBA Minutes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                              |              | \$3,632.00     |
| <b>Volume:</b> Approximately 6 TFC Large Boxes and 2 – 1.2 Paper Size Boxes Totaling 3,500 Pages/800 Files                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                              |              |                |
| <b>Details:</b> <ul style="list-style-type: none"><li>➤ Prep/Box for Transport (Estimated 8 Boxes)</li><li>➤ Transportation to Scan Center</li><li>➤ Remove From Folders &amp; Prep for Scan: Remove From Folders, Destaple, &amp; Mend as Required, etc</li><li>➤ Black &amp; White PDF</li><li>➤ 300x300dpi</li><li>➤ Indexing by Date</li><li>➤ Image By Image Review</li><li>➤ Return Digital Images to Customer on Flash Drive (PDF)</li><li>➤ Put All Pages Back in the Correct Folder &amp; Prep for Return Transport (No Staples, Paper Clips, Prong Tabs, etc)</li><li>➤ Return Transport</li></ul>                                                          |                                                                              |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                              |              |                |



| Category 7: Client Property Records                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$9,418.00 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Volume:</b> Approximately 15 Horizontal Drawers with 4,500 Pages and 50 Drawings/Drawer Totals 67,500 Pages, 750 Drawings, and 2,505 Addresses<br><br><b>Details:</b> <ul style="list-style-type: none"><li>➤ Prep/Box for Transport (Estimated 45 Boxes) – Note: Large Folders means boxes are packed sideways</li><li>➤ Transportation to Scan Center</li><li>➤ Remove From Folders &amp; Prep for Scan: Remove From Folders, Destaple, &amp; Mend as Required, etc</li><li>➤ Black &amp; White PDF</li><li>➤ 300x300dpi</li><li>➤ Indexing by Address (Assume 50% of the files have drawings which also need to be indexed and then merged back into the original file)</li><li>➤ Image By Image Review</li><li>➤ Return Digital Images to Customer on Flash Drive (PDF)</li><li>➤ Put All Pages Back in the Correct Folder &amp; Prep for Return Transport (No Staples, Paper Clips, Prong Tabs, etc)</li><li>➤ Return Transport</li></ul> |            |

#### PROJECT COSTS

Total Cost may vary, based on differing page quantities. Overage included above and will be configured upon project completion.

Varies

#### PROJECT AUTHORIZATION

The signatures below indicate acceptance of the Scope Agreement by Client allowing GFC to begin billable work on the project.

\_\_\_\_\_  
Client Authorized Signature

\_\_\_\_\_  
Client Authorized Printed Name

\_\_\_\_\_  
Date

## ADDENDUM B

### LEASE FOR AMBULANCE USE

This Lease Agreement (hereinafter “Agreement”) is entered on \_\_\_\_\_, \_\_\_\_\_, 2023 by and between the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin, a Wisconsin municipal corporation (Fontana) and the Village of Williams Bay, Walworth County, Wisconsin, a municipal corporation (Williams Bay), together collectively referred to as “the Parties”

#### Recitals

- A. The Parties are lawfully organized and existing in municipalities under the Constitution and laws of the State of Wisconsin.
- B. Wisconsin Law provides that units of local government may contract among themselves to obtain or share services.

NOW, THEREFORE, in consideration of \$10 (ten dollars), the mutual agreement contained herein, and in consideration of the mutual obligation set forth in the current Intergovernmental Agreement between the Parties, and upon the further consideration of the recitals herein set forth, the Parties agree as follows below.

1. Ambulance Lease. Williams Bay agrees to lease to Fontana an ambulance referred to as \_\_\_\_\_, and equipment related to the Ambulance (the “Ambulance”). Fontana shall re-stock the Ambulance with medical or other supplies used by Fontana for patient care. Fontana shall pay \$10 (ten dollars) as a first year lease payment at the execution of this Agreement and said \$10 (ten dollar) lease shall be paid annually at renewal thereafter.
2. Term and Termination. The term of this Agreement shall begin on \_\_\_\_\_, \_\_\_\_\_, 2023 and terminate at 4:59 p.m. on \_\_\_\_\_, \_\_\_\_\_, 2023, unless terminated sooner as herein provided. This Agreement shall be consistent with the term outlined in the Intergovernmental Agreement. ~~automatically renew for additional one year terms unless either party provides 90 days prior notice of its decision to not auto-renew. This Agreement may be terminated at the will of either Party upon 90 days prior written notice to the other.~~
3. Damage to Ambulance. Fontana shall be responsible for any damage or destruction to the Ambulance when in use by Fontana.
4. Insurance. Fontana represents to Williams Bay that Fontana carries liability insurance in sufficient amounts to cover Fontana’s use of the Ambulance as provided for by this Agreement.

5. Hold Harmless. To the extent permitted by law, Fontana shall save and hold harmless Williams Bay from and against all liabilities, claims, and demands of whatsoever kind of nature arising out of or connected with Fontana's use of the Ambulance and will defend at its own expense any actions against Williams Bay based thereon and shall pay all reasonable charges of attorneys and all reasonable costs and other expenses arising out of Fontana's own negligence or intentional misconduct.
6. Notices. All notices provided for in this Agreement to be given by either Party to the other shall be delivered or mailed to the respective Village Hall, as the case may be. Unless otherwise provided, a notice shall be deemed to be received by a party (A) on the date of personal service; (B) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (C) on the next business day if sent by overnight delivery service (such as Federal Express) with all fees prepared. Notice may be sent to a provided e-mail address, however, notice sent via e-mail shall be followed by notice delivered by a method described in subsections (A)-(C), unless such additional notice is waived in writing by the party receiving the notice via e-mail. If notice is affected by e-mail, notice shall be deemed received on the date the receiving party provides written notification to the other party that a delivery of notice by supplemental means is not required. Either party may change the designated contact by providing notice to the other party of the new information in accordance with this paragraph.
7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email shall be as effective as delivery of a manually signed counterpart to this Agreement.
8. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
9. Severability. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent permitted by law.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and first written above.

DATED: \_\_\_\_\_, 2023.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
William Duncan, President

Attest: \_\_\_\_\_  
Jackelyn Pankau, Clerk

DATE: \_\_\_\_\_, 2023.

**VILLAGE OF FONTANA-ON-GENEVA  
LAKE**

By: \_\_\_\_\_  
Pat Kenny, President

Attest: \_\_\_\_\_  
Drew Lussow, Clerk



# MEMORANDUM

**DATE:** JUNE 28, 2023  
**TO:** FINANCE & PERSONNEL COMMITTEE  
**FROM:** LORI PETERNELL, VILLAGE TREASURER  
**RE:** JUNE TREASURER REPORT

- Completed the Clean Water & Safe Drinking Water Fund loan applications.
- The Shared Revenue bill has been passed; it will provide an additional \$82k in funding for Williams Bay. New funds may be utilized for: law enforcement, fire protection, emergency medical services, emergency response communication, public works, courts, and transportation.
- 
- Had 2<sup>nd</sup> meeting with Baird and Department Heads on the Capital Improvement Plan (CIP). Department heads completed templates to forecast the next 5 years of capital expenditures. Baird will be completing a rough draft of CIP and meeting with Administrator and Treasurer to review in mid-July.
- Continue to work with Fontana on Intergovernmental Agreement (IGA) regarding leasing the new ambulance.

## **June Bank Account Balances**

June bank statements were not available at the time the packet was completed; will provide at the August meeting.

|                                              |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
|----------------------------------------------|------------------------------------------------|-----------------------------------------------|----------------------------------------|---------------------------------------------|----------------------------|-------------------------------------------------------|---------------------------|-------------------------|---------------------------|
| As of date:                                  | 6/27/2023                                      |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| <b>TOTAL FUNDS RECEIVED</b>                  |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         | <b>\$12,135,000.00</b>    |
| <b>Levy Supported Projects</b>               |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         | <b>\$3,735,000.00</b>     |
|                                              | <u>Estimated amount used<br/>for borrowing</u> | <u>Committee approved date<br/>of project</u> | <u>VB approved date of<br/>project</u> | <u>Bid opening date (if<br/>applicable)</u> | <u>Bid/proposal amount</u> | <u>Signed<br/>contract/proposal on<br/>file (Y/N)</u> | <u>Project start date</u> | <u>Project end date</u> | <u>Total Project cost</u> |
| <b><u>Streets Department Projects</u></b>    |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Lakewood Trails Subdivision Paving           | \$300,000.00                                   |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Engineering                                  | \$0.00                                         |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Construction                                 | \$0.00                                         |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Observatory Place paving                     | \$300,000.00                                   |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Engineering                                  | \$0.00                                         |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Construction                                 | \$0.00                                         |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Walworth Avenue paving                       | \$300,000.00                                   |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Engineering                                  | \$0.00                                         |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Construction                                 | \$0.00                                         |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Hwy 67 East Paving                           | \$500,000.00                                   |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Engineering                                  | \$0.00                                         |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Parking (Resurface segment)                  | \$29,000.00                                    |                                               |                                        |                                             |                            |                                                       |                           |                         | \$29,003.00               |
| Construction                                 | \$369,647.90                                   |                                               |                                        |                                             |                            |                                                       |                           |                         | \$149,335.49              |
| Geneva St/Parking lots/bridge                | \$1,035,000.00                                 |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Engineering                                  | \$0.00                                         |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Construction                                 | \$0.00                                         |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| <b><u>Parks Department Projects</u></b>      |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Theatre Rd Baseball Fence                    | \$15,000.00                                    | 8/10/2022                                     | 8/24/2022                              | N/A                                         | \$13,530.00                | Y                                                     |                           |                         | \$13,530.00               |
| Restrooms/Concessions Theatre Rd             | \$100,000.00                                   |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Upgrades to Theatre Rd baseball fields       | \$25,000.00                                    |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Tennis/Basketball Courts                     | \$250,000.00                                   |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Engineering                                  |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Construction                                 |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Remove Lions Field Tennis/Basketball Courts  | \$30,000.00                                    |                                               |                                        |                                             | \$23,250.00                |                                                       |                           |                         | \$0.00                    |
| Lions Field House updating with storage      | \$100,000.00                                   |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Engineering                                  |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Construction                                 |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Playgrounds (3)                              | \$200,000.00                                   |                                               |                                        |                                             |                            |                                                       |                           |                         | \$120,030.00              |
| Baywood Heights                              |                                                |                                               |                                        | N/A                                         | \$42,023.00                | Y                                                     |                           | May-23                  |                           |
| Lion's Field                                 |                                                |                                               |                                        | N/A                                         | \$78,619.00                | Y                                                     |                           | May-23                  |                           |
| Edgewater Park                               |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| <b><u>Beach/Lakefront Projects</u></b>       |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Beach Cleaner                                | \$75,000.00                                    | 12/14/2022                                    | 12/19/2022                             | N/A                                         | \$29,354.00                | N/A                                                   | N/A                       |                         | \$29,354.00               |
| Utility Tractor **                           |                                                | 12/14/2022                                    | 12/19/2022                             | N/A                                         | \$34,406.58                | N/A                                                   | N/A                       |                         |                           |
| Southwick Creek Dredging                     | \$0.00                                         |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Engineering                                  | \$11,100.00                                    |                                               |                                        |                                             |                            |                                                       |                           |                         | \$2,145.00                |
| Permits                                      | \$5,878.21                                     |                                               |                                        |                                             |                            |                                                       |                           |                         | \$5,878.21                |
| Construction Costs                           | \$0.00                                         |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| <b><u>General Government IT Projects</u></b> |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Village Server and IT Upgrades               | \$20,000.00                                    |                                               |                                        |                                             |                            |                                                       |                           |                         | \$17,356.38               |
| (11) desktops & (2) laptops & Server         |                                                |                                               | 12/19/2022                             | N/A                                         | \$15,765.70                | Y                                                     | N/A                       | Apr-23                  |                           |

|                                                                                                      |                                            |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
|------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------|------------------------------------|-----------------------------------------|----------------------------|-----------------------------------------------|---------------------------|-------------------------|---------------------------|
| Laserfiche Software                                                                                  | \$10,000.00                                | 1/11/2023                                 | 1/16/2023                          | N/A                                     | \$9,993.00                 | Y                                             |                           |                         | \$9,100.00                |
| <b>Police Department Projects</b>                                                                    |                                            |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
| New Police Squad (292)                                                                               | \$65,000.00                                |                                           |                                    |                                         |                            |                                               |                           |                         | \$19,215.21               |
| New Police Squad (294)                                                                               | \$65,000.00                                |                                           |                                    |                                         |                            |                                               |                           |                         | \$0.00                    |
| Squad Computers                                                                                      | \$15,000.00                                |                                           |                                    |                                         |                            |                                               |                           |                         | \$0.00                    |
| Axon Fleet Vehicle Cameras (3)                                                                       | \$45,000.00                                |                                           |                                    |                                         |                            |                                               |                           |                         | \$0.00                    |
| <b>Emergency Management Projects</b>                                                                 |                                            |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
| Emergency Management Vehicle                                                                         | \$85,000.00                                | 8/15/2022                                 | 8/15/2022                          | N/A                                     | \$80,000.00                |                                               |                           |                         | \$2,246.31                |
| <b>Fire &amp; Rescue Projects</b>                                                                    |                                            |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
| Fire and EMS Equipment (Tanker and Ambulance)                                                        | \$200,000.00                               | 11/16/2022                                | 11/21/2022                         | N/A                                     | \$198,980.00               | Y                                             | N/A                       | Took delivery 03/2023   | \$109,975.00              |
| <b>REMAINING LEVY SUPPORTED FUNDS</b>                                                                |                                            |                                           |                                    |                                         |                            |                                               |                           |                         | <b>\$3,227,831.40</b>     |
|                                                                                                      |                                            |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
|                                                                                                      |                                            |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
| <b>Water Utility Supported Projects</b>                                                              |                                            |                                           |                                    |                                         |                            |                                               |                           |                         | <b>\$5,591,021.79</b>     |
|                                                                                                      | <u>Estimated amount used for borrowing</u> | <u>Committee approved date of project</u> | <u>VB approved date of project</u> | <u>Bid opening date (if applicable)</u> | <u>Bid/proposal amount</u> | <u>Signed contract/proposal on file (Y/N)</u> | <u>Project start date</u> | <u>Project end date</u> | <u>Total Project cost</u> |
| <b>Water Captial Projects</b>                                                                        |                                            |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
| Reactor Cleaning and Painting                                                                        | \$200,000.00                               |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
| Engineering                                                                                          | \$15,500.00                                |                                           | 2/23/2023                          |                                         |                            | Y                                             |                           |                         | \$5,490.00                |
| Construction Costs                                                                                   | \$0.00                                     |                                           |                                    |                                         |                            |                                               |                           |                         | \$0.00                    |
| State Road 67 Water replacement                                                                      | \$1,000,000.00                             |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
| Engineering (Baxter Woodman)                                                                         | \$26,700.00                                |                                           | 2/23/2023                          |                                         |                            | Y                                             |                           | 4/27/2023               | \$26,700.00               |
| Bid Prices (Payne & Dolan)                                                                           | \$415,776.16                               |                                           |                                    | 1/10/2023                               |                            | Y                                             | 3/1/2023                  |                         | \$109,898.44              |
| 15% Enginering & Contingencies (WDOT)                                                                | \$62,366.42                                |                                           |                                    | 1/10/2023                               |                            |                                               |                           |                         | \$0.00                    |
| Core & Main supplied materials                                                                       | \$243,181.92                               |                                           |                                    | 1/10/2023                               |                            |                                               |                           |                         | \$283,528.34              |
| Design & Construction Observation                                                                    | \$75,324.00                                |                                           |                                    | 1/10/2023                               |                            |                                               |                           |                         | \$0.00                    |
| Loch Vista Water Main                                                                                | \$1,100,000.00                             |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
| Engineering                                                                                          | \$0.00                                     |                                           |                                    |                                         |                            |                                               |                           |                         | \$0.00                    |
| Construction Costs                                                                                   | \$0.00                                     |                                           |                                    |                                         |                            |                                               |                           |                         | \$0.00                    |
| Chlorination Improvements (Corrosion Control Treatm                                                  | \$2,800,000.00                             |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
| Engineering                                                                                          | \$0.00                                     |                                           |                                    |                                         |                            |                                               |                           |                         | \$49,985.77               |
| Construction                                                                                         | \$0.00                                     |                                           |                                    |                                         |                            |                                               |                           |                         | \$0.00                    |
| Southwick Creek Realignment**                                                                        | \$441,021.79                               |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
| Engineering                                                                                          | \$0.00                                     |                                           |                                    |                                         |                            |                                               |                           |                         | \$528.75                  |
| Construction                                                                                         | \$0.00                                     |                                           |                                    |                                         |                            |                                               |                           |                         | \$0.00                    |
| Water Plant LOMR Amendment                                                                           |                                            |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
| SEWRP Study                                                                                          | \$42,000.00                                |                                           | 5/15/2023                          |                                         |                            |                                               |                           |                         | \$0.00                    |
| Engineering                                                                                          | \$8,000.00                                 |                                           | 6/19/2023                          |                                         |                            |                                               |                           |                         | \$2,668.36                |
| <b>REMAINING WATER UTILITY SUPPORTED FUNDS</b>                                                       |                                            |                                           |                                    |                                         |                            |                                               |                           |                         | <b>\$5,112,222.13</b>     |
| **Southwick Creek Realignment costs have been reallocated to other projects (see Water Projects tab) |                                            |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
|                                                                                                      |                                            |                                           |                                    |                                         |                            |                                               |                           |                         |                           |
|                                                                                                      |                                            |                                           |                                    |                                         |                            |                                               |                           |                         |                           |

|                                             |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
|---------------------------------------------|------------------------------------------------|-----------------------------------------------|----------------------------------------|---------------------------------------------|----------------------------|-------------------------------------------------------|---------------------------|-------------------------|---------------------------|
| Sewer Utility Supported Projects            |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         | \$2,800,000.00            |
|                                             | <u>Estimated amount used<br/>for borrowing</u> | <u>Committee approved date<br/>of project</u> | <u>VB approved date of<br/>project</u> | <u>Bid opening date (if<br/>applicable)</u> | <u>Bid/proposal amount</u> | <u>Signed<br/>contract/proposal on<br/>file (Y/N)</u> | <u>Project start date</u> | <u>Project end date</u> | <u>Total Project cost</u> |
| <b>Sewer Captial Projects</b>               |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Mainline repairs associated with televising | \$200,000.00                                   |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Engineering                                 |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Construction                                |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
|                                             |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| State Road 67 Sewer replacement             | \$600,000.00                                   |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Engineering (Baxter Woodman)                | \$26,700.00                                    |                                               | 2/23/2023                              |                                             |                            | Y                                                     |                           | 4/27/2023               | \$26,700.00               |
| Bid Prices (Payne & Dolan)                  | \$280,988.76                                   |                                               |                                        | 1/10/2023                                   |                            | Y                                                     | 3/1/2023                  |                         | \$134,916.08              |
| 15% Enginering & Contingencies (WDOT)       | \$42,148.31                                    |                                               |                                        | 1/10/2023                                   |                            |                                                       |                           |                         | \$0.00                    |
| Core & Main supplied materials              | \$54,542.74                                    |                                               |                                        | 1/10/2023                                   |                            |                                                       |                           |                         | \$53,961.36               |
| Design & Construction Observation           | \$50,847.00                                    |                                               |                                        | 1/10/2023                                   |                            |                                                       |                           |                         | \$0.00                    |
|                                             |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Harris Road Lift station #3 upgrade         | \$1,000,000.00                                 |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Engineering                                 | \$92,700.00                                    |                                               | 2/23/2023                              |                                             |                            | Y                                                     |                           |                         | \$42,398.55               |
| Construction                                |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
|                                             |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Harris Road Force Main                      | \$1,000,000.00                                 |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| Engineering                                 |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
| Construction                                |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         | \$0.00                    |
|                                             |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| <b>REMAINING SEWER SUPPORTED PROJECTS</b>   |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         | <b>\$2,542,024.01</b>     |
|                                             |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         |                           |
| <b>REMAINING FUNDS (ALL PROJECTS)</b>       |                                                |                                               |                                        |                                             |                            |                                                       |                           |                         | <b>\$10,882,077.54</b>    |

| DRAFT                                                                                                                    |                                 |                                                                           |
|--------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------|
| FY Budget 2024 Time Line                                                                                                 |                                 |                                                                           |
| Task                                                                                                                     | Deadline                        | Status                                                                    |
| Budget packets to Department Heads                                                                                       | week of 7/5/23                  |                                                                           |
| Administrator/Treasurer meeting with Public Works/W&S                                                                    | week of 8/7/2023 thru 8/11/2023 |                                                                           |
| Administrator/Treasurer meeting with Police                                                                              |                                 |                                                                           |
| Administrator/Treasurer meeting with Fire Department                                                                     |                                 |                                                                           |
| Administrator/Treasurer meeting with EMS                                                                                 |                                 |                                                                           |
| Administrator/Treasurer meeting with Dive Team                                                                           |                                 |                                                                           |
| Administrator/Treasurer meeting Recreation staff                                                                         |                                 |                                                                           |
| Administrator/Treasurer meeting with Office Staff                                                                        |                                 |                                                                           |
| Administrator/Treasurer meeting with Harbormaster                                                                        |                                 |                                                                           |
| Administrator/Treasurer meeting with Municipal Court staff                                                               |                                 |                                                                           |
| Net new construction numbers and personal property aid estimates provided by Dept of Revenue                             | 8/15/2023                       |                                                                           |
| Administrator/Treasurer meeting with Library staff (after Library Board mtg 8/16/2023)                                   | 8/17/2023 or 8/18/2023          |                                                                           |
| Draft Budget Completed by Treasurer                                                                                      | week of 8/21/23                 |                                                                           |
| <b>F&amp;P Committee Meeting</b> - Review 1st draft of budget & set dates for dept budget meetings                       | week of 8/28/2023               |                                                                           |
| Shared Revenue estimates provided by Dept of Revenue                                                                     | 9/15/2023                       |                                                                           |
| <b>F&amp;P Committee Meeting</b> - Review Capital Improvement Plan                                                       | between 9/18/2023 & 9/22/2023   |                                                                           |
| <b>F&amp;P Committee Meeting</b> - Review W&S/DPW budget                                                                 |                                 |                                                                           |
| <b>F&amp;P Committee Meeting</b> - Review Library & Municipal Court budget                                               |                                 |                                                                           |
| <b>F&amp;P Committee Meeting</b> - Review Rec Dept, Beach/Lakefront, General Administration budget                       |                                 |                                                                           |
| <b>F&amp;P Committee Meeting</b> - Review Police, Fire & EMS budgets                                                     |                                 |                                                                           |
| Exempt computer aid and video service provider aid estimates provided by Dept of Revenue                                 | 9/29/2023                       |                                                                           |
| <b>F&amp;P Committee meeting</b> - Review completed budget with any changes from dept mtgs, wages & levy limit worksheet | week of 10/2/2023               |                                                                           |
| Finance & Personnel Committee recommends budget to VB prior to public hearing                                            | week of 11/13/2023              | NOTE: In prior years this was done at the regular Wednesday Committee mtg |
| Water & Sewer Committee recommends budget to VB (does not require a public hearing)                                      | week of 11/13/2023              | NOTE: In prior years this was done at the regular Wednesday Committee mtg |
| Send Public Hearing Notice to Newspaper (Friday by noon the week before publication)                                     | 10/27/2023                      |                                                                           |
| Notice of Exemption from County Tax for Library Services sent to County                                                  | 10/30/2023                      |                                                                           |
| School districts send certified school levy to clerk                                                                     | 11/9/2023                       |                                                                           |
| Publication Dates _Thursday for Lake Geneva Regional News (15 days prior to hearing)                                     | 11/3/2023 & 11/9/2023           |                                                                           |
| Lottery credit, first dollar credit and school tax levy credit and major state aid provided by Dept of Revenue           | 11/17/2023                      |                                                                           |
| <b>Village Board Meeting</b> - Public Hearing on Budget                                                                  | 11/20/2023                      |                                                                           |
| <b>Village Board Meeting</b> - Budget Resolution Approval by Board                                                       | 11/20/2023                      |                                                                           |
| Tax levy information entered in County tax system                                                                        | 11/27/2023                      |                                                                           |
| Levy Limit Worksheet due to Dept of Revenue                                                                              | 12/15/2023                      |                                                                           |
| Deadline to file statement of taxes with Dept of Revenue                                                                 | 12/18/2023                      |                                                                           |
| Statutory Tax Collection start date (3rd Monday in December)                                                             | 12/18/2023                      |                                                                           |



# VILLAGE OF WILLIAMS BAY

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

## UNOFFICIAL MINUTES WATER AND SEWER COMMITTEE MONDAY, JUNE 5, 2023, AT 6:45 PM VILLAGE HALL COUNCIL ROOM

### Call to Order

Meeting was called to order by Chairman Umans at 7:13pm

### Roll Call

Trustees Umans, Jaramillo, and Vlach

Also Present: President Duncan, Trustee D'Alessandro, Russell and Wright, Administrator Lothspeich, Treasurer Peternell, Clerk Kolls, Director of Public Works Edwards, Recreation Director Rowland, and Engineer Snyder.

### Meeting Minutes

Vlach/Jaramillo motion to approve the meeting minutes of May 10, 2023. Unanimously carried.

### Resolution R-12-23 2022 Compliance Maintenance Annual Report (CMAR)

Umans/Russell motion to recommend Village Board approval of Resolution R-12-23 2022 Compliance Maintenance Annual Report (CMAR). Unanimously carried.

### Water Plant Modification - Copper Corrosion Action Plan

Umans/Vlach motion to recommend Village Board approval of Baxter Woodman work order 221778.01/22178.61 for service pump modifications design & construction in the amount of a lump sum payment of \$75,000 for design and a lump sum amount of \$32,000 for construction. Unanimously carried.

Umans/Vlach motion to recommend Village Board approval of Baxter Woodman work order 221778.00/221778.60 for chlorination modifications design and construction in the amount of a lump sum amount of \$65,000 for design and a lump sum amount of \$33,000 for construction. Unanimously carried.

Umans/Vlach motion to recommend Finance & Personnel to direct staff and Village Engineer file application for the Safe Water Drinking Fund Loan application. Unanimously carried.

### Baxter Woodman work order 2325347 to assist the Southeastern Wisconsin Regional Planning Commission (SEWRPC) in their study to properly locate and map the Southwick Creek floodplain/floodway in the area of the Village's water plant.

Umans/Vlach motion to recommend Village Board approval of Baxter Woodman work order 2325347 to provide the following scope of services; including: project management, site visits and data collection and assist SEWRPC in submitting the FEMA LOMR in the amount of \$8,000 funded by water borrowed funds that were previously allocated for Southwick Creek realignment. Unanimously carried.

### Lift Station #3 (Harris Road) Replacement

Snyder discussed (2) design options for the Harris Road lift station replacement. He stated that the above grade option (option 2) is more expensive, however it should have a longer service life, easier to maintain and aesthetically more in line with existing buildings. Snyder stated that Village acquired the property to the south of the current location and the property line subsequently moved. Discussion was held that the Village will need to determine if

they own the property before moving forward with this recommended design. Umans/Vlach motion to recommend Village Board approval of Engineer's recommended design only if the Village owns the property. Unanimously carried.

The Committee reviewed the draft resolution to apply for the Clean Water Fund Project loan. Umans stated that "Remodel" should be changed to "Replacement" in the resolution. Umans/Vlach motion to recommend Finance & Personnel to direct staff and Village Engineer file application for the Clean Water Fund Project loan. Unanimously carried.

#### **Village Engineer's Report**

- State Road 67 North-South section Reconstruction

The Engineer was informed that JW Schultz schedule is full for the remainder of the year and will not have time to replace the additional sidewalk authorized by the Village. Alternate quotes will be submitted to the Village for consideration and WDOT permits will be obtained. Snyder stated that he anticipates an estimate of \$20,000 of utility costs needed due to the site conditions. The engineer is waiting on paperwork from Core & Main that is required per the State-Municipal Agreement. He further stated that the WDOT is required to update the SMA within six months of the June 30<sup>th</sup> contract date.

- State Road 67 East-West section Reconstruction

This project involves milling and resurfacing STH 67 from Elkhorn Road to STH 14 in Walworth; the plans are currently at 40% completion. The Village informed the WDOT that they would like to do some utility work as part of the project and include them in the 60% WDOT plans. The Village would also like to include some streetscaping improvements between Elkhorn Road and Williams Street and include non-participating funds in the State Municipal Agreement (SMA). It is anticipated that the WDOT will provide a SMA for signature sometime in June. Construction is expected to take place in mid to late 2026 or 2027.

- Water Plant Letter Flood Map Revision (LOMR) Assistance

The Village authorized SEWRPC to perform a hydraulic study of Southwick Cree and to locate the 100-Year floodplain. The existing water plant is in the mapped floodway, and it shouldn't be. Baxter Woodman has a signed work order to assist SEWRPC in submitting the LOMR to FEMA.

- Corrosion Control Study – Water Plant Modifications

The Village received WDNR approval of the study at the end of May. The project made the funding list for the Safe Drinking Water Loan Program (SDWLP). Loan applications are due by June 30, 2023. The WDNR split the chlorination improvements and the service pump modifications into two separate projects that will require separate plan sets and separate funding applications. The engineer will be assisting the Village Treasurer with the applications. Work orders are complete for design and construction for the projects.

- Lime Reactor Cleaning

Baxter Woodman is preparing the bid package and the WDNR submittal. The project should wait until after Labor Day to start construction. The engineer plans to have bid results for the August Committee meeting.

- Well 2 Pump Replacement

Baxter Woodman is preparing the bid package and the WDNR submittal. The project should wait until after Labor Day to start construction. The engineer plans to have bid results for the August Committee meeting.

- Geneva Lake Dredging at Southwick Creek

The Village received the dredging permit on April 5, 2023, to dredge Geneva Lake at the outlet of Southwick Creek. Baxter Woodman is preparing the bidding documents and plans to have the bid results for the August Committee meeting.

- Harris Road Lift Station Replacement

The Village received WDNR approval of the study at the end of May. The project made the funding list for the Clean Water Fund Loan Program (CWF). Loan applications are due by June 30, 2023; the engineer will be assisting the Village Treasurer with the application. Baxter Woodman is currently designing the station; including above and below ground options for the station piping and replacement of the existing building. Input will be requested from the Committee on which design option to move forward with.

**Adjourn**

Vlach/Jaramillo motion to adjourn at 7:54pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



# VILLAGE OF WILLIAMS BAY

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

## UNOFFICIAL MINUTES BUILDING, ZONING AND ORDINANCE COMMITTEE MONDAY, JUNE 5, 2023, AT 6:45 PM VILLAGE HALL COUNCIL ROOM

### Call to Order

Meeting was called to order by Chairman Jaramillo at 6:47pm

### Roll Call

Trustees Jaramillo, D'Alessandro, and Wright

Also Present: President Duncan, Trustees Russell and Umans, Administrator Lothspeich, Treasurer Peternell, Clerk Kolls, Director of Public Works Edwards, Recreation Director Rowland, Engineer Snyder, and Jacob Schmidt; GLEA.

### Meeting Minutes

D'Alessandro/Wright motion to approve the meeting minutes of May 10, 2023. Unanimously carried.

### GLEA – Chapter 30 Proposed Draft Ordinance

Jacob Schmidt from the Geneva Lake Environmental Agency (GLEA) was present to discuss proposed changes regarding proposed changes to Wisconsin State Statute Chapter 30 to prevent the spread of aquatic invasive species in Geneva Lake and surrounding water bodies. Schmidt stated that GLEA gives each municipality power to enforce and issue citations. GLEA has been working with Fontana and Lake Geneva to draft the proposed ordinance. The Town of Linn was hesitant to adopt the ordinance due to concerns about enforcement. D'Alessandro/Wright motion to send the proposed ordinance language to the Village Attorney to draft an ordinance. Unanimously carried.

### Adjourn

D'Alessandro/Wright motion to adjourn at 7:00pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

*These are not official minutes until approved by the BZO Committee*

**AMENDMENT TO ZONING ADMINISTRATION SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF WILLIAMS BAY AND SCHAEFFER MUNICIPAL SERVICES, LLC.**

This Zoning Administration Services Agreement (Agreement), is entered into by and between the Village of Williams Bay, Wisconsin (Village) and Schaeffer Municipal Services, LLC (Schaeffer). The Village and Schaeffer shall be jointly referred to as the Parties.

**RECITALS**

WHEREAS, the Village is seeking to appoint and retain Schaeffer to serve as Zoning Administrator for the Village and to perform the services as more specifically detailed below;

NOW, THEREFORE, for good and valuable consideration, the Village and Schaeffer agree as follows:

**1. SCOPE OF SERVICES.**

Schaeffer will provide services to the Village as follows:

A. Schaeffer shall provide office hours at the Village Hall of the Village each ~~Monday from 2:30 p.m. to 4:30 p.m., and each Wednesday from 1:00 p.m. to 4:00 p.m.~~ **Tuesday from 2:00 p.m. to 5:00 p.m. and each Wednesday from 11:00 a.m. to 1:00 p.m.**

B. Schaeffer shall perform those duties required by the Zoning Ordinance of the Village of Williams Bay to enforce said ordinance, including, but not limited to:

- B.a.1) Answering zoning/planning-related inquiries;
- B.a.2) Reviewing all zoning and planning-related applications;
- B.a.3) Issuing zoning permits;
- B.a.4) Drafting staff recommendations or applications requiring Plan Commission, ETZ Joint Committee, Zoning Board of Appeals or Village Board Review; and
- B.a.5) Preparation of meeting agendas and packets for the above-mentioned Commissions, Committees, and Boards.

## **2. CHANGES TO SCOPE OF SERVICES.**

Any changes to services that are mutually agreed upon between the Village and Schaeffer shall be made in writing which shall specifically designate any changes in compensation for the services and be made as a signed and fully executed amendment to the Agreement.

## **3. COMPENSATION.**

A. There shall be no charge for Schaeffer maintaining the office hours set forth under the scope of services.

B. The Village shall pay Schaeffer 90% of all zoning and planning fees collected by the Village for all zoning and planning permits applied for, as set forth on the attached Exhibit A which is incorporated herein by reference.

Attendance at all meetings, including the Plan Commission, ETZ Joint Committee, Board of Zoning Appeals or Village Board, and development meetings occurring outside of the office hours included in the scope of services, shall be billed and compensated at the rate of \$85 per hour with a minimum one and one-half hour charge.

C. Non-permit fee generated activities which include zoning code enforcement, shall be compensated at the rate of \$75 per hour with a minimum one-hour charge.

## **4. VILLAGE OBLIGATIONS.**

Village shall provide Schaeffer with the necessary office space, computer, copier, phone, and related equipment. Village shall also be responsible for the recording of any public meetings and the preparation of any minutes for meetings attended by Schaeffer. The Village shall assume the cost of publication for required public hearing notices. Schaeffer shall maintain, at its cost, a policy of insurance with professional liability coverage in the amount of \$1 million per occurrence and aggregate, and general liability insurance coverage in the amount of \$1 million per occurrence \$2 million aggregate.

The policy shall be endorsed to include the Village and its officers, employers and consultants as additional insureds. Schaeffer shall provide the Village with certificates of insurance acceptable to Village at the commencement of services.

**5. BILLING AND PAYMENT PROCEDURE.**

Schaeffer will invoice the Village on a monthly basis and provide all supporting documentation. All payments are due to Schaeffer within thirty days of the invoice date. The Village may request additional information before approving the invoice. If additional information is requested, the Village shall submit payment within thirty days of the resolution of any dispute.

**6. TERM.**

This Agreement shall become effective on the latest date on which the Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve months or until May 1, 2019, whichever shall occur first. Subsequently, this Agreement shall renew for additional twelve-month terms upon yearly appointment to the Office of Zoning Administrator by the Village.

**7. TERMINATION.**

Either Party may terminate this Agreement upon ~~thirty~~ ninety (90) days written notice with or without cause. In case of such termination, Schaeffer shall be entitled to receive payment for work completed up to and including the date of termination, within thirty days of the termination.

**8. PERFORMANCE STANDARDS.**

Schaeffer shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing substantially same or similar services in the Office of Zoning Administrator. Schaeffer represents to the Village that it retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the services called for in this Agreement.

**9. ASSIGNMENT.**

Neither Party shall assign all or part of the rights, duties, and obligations, nor benefits set forth

in this Agreement to another entity without the approval of both Parties; consent shall not be unreasonably withheld.

**10. INDEPENDENT CONTRACTOR.**

Schaeffer is an independent contractor, and neither Schaeffer, nor any employee or agent thereof, shall be deemed for any reason to be an employee of the Village. As Schaeffer is an independent contractor, the Village shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, and all other forms of compensation or benefits to any personnel performing services for the Village under this Agreement. Schaeffer shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Schaeffer, as well as all legal costs including attorney fees incurred in the defense of any conflict or legal action resulting from such employment.

**11. OWNERSHIP OF DOCUMENTS.**

The Village shall retain ownership of all work product and deliverables created by Schaeffer pursuant to this Agreement. The Village and its duly authorized representatives shall have access to any books, documents, papers and records of Schaeffer that are related to this Agreement for the purpose of audit or examination, other than Schaeffer's financial records, and may make excerpts and transcriptions of the same.

**12. SEVERABILITY.**

If any part of the Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

**13. NOTICES.**

Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent by First Class U.S. Mail addressed as follows:

Village: Village Administrator  
P.O. Box 580  
250 Williams Street  
Williams Bay, WI 53191

Schaeffer: Bonnie M. Schaeffer, Managing Member  
Schaeffer Municipal Services, LLC  
1516 Second Street  
Twin Lakes, WI 53181

**14. GOVERNING LAW.**

This Agreement shall be construed under and governed by the laws of the State of Wisconsin.

**15. COUNTERPARTS.**

This Agreement and any amendments may be executed in one or more counterparts, each which shall be deemed an original, but all of which shall constitute one in the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

**VILLAGE OF WILLIAMS**

**SCHAEFFER MUNICIPAL SERVICES, LLC**

\_\_\_\_\_  
Williams Duncan, President

\_\_\_\_\_  
Bonnie M. Schaeffer, Managing Member

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ORDINANCE #2023 - \_\_\_\_\_**  
**AN ORDINANCE AMENDING SECTION 390-1012 OF THE CODE OF ORDINANCES**  
**OF THE VILLAGE OF WILLIAMS BAY REGARDING NONCONFORMING EXISTING SIGNS**

**WHEREAS**, Section 390-1012 of the Code of Ordinances of the Village of Williams Bay currently requires removal of existing non-conforming signs within the Village of Williams Bay after specified time frames; and

**WHEREAS**, the Village Attorney has advised that these current provisions are amortization schedules that are not enforceable; and

**WHEREAS**, the Building, Zoning & Ordinances Committee reviewed this matter and recommended removal of these non-enforceable provisions;

**WHEREAS**, a duly noticed public hearing was held by the Plan Commission regarding repealing and recreating Sec. 390-1012 of the Code of Ordinances to bring same into conformity with Wisconsin Statutes and case law; and

**WHEREAS**, after said public hearing, the Plan Commission having recommended to the Village Board to amending the current Sec. 390-1012 and adopt the new Sec. 390-1012; 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 and case law regarding amortization of existing non-conforming signs; and

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

**Section I.** Section 390-1012 of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

§ 390-1012. Existing signs.

A. Signs lawfully existing at the time of the adoption or amendment of this chapter may be continued although the size or location does not conform to this chapter.

B. Signs shall be kept in good repair. A sign which is not repaired, painted or maintained within 90 days of written notification by the zoning administrator shall be removed and the owner shall be subject to penalty.

C. A nonconforming sign, although it shall be maintained, may not be replaced except by a conforming sign, except that the face of the nonconforming sign may be changed or modified provided that the new sign face is of the same dimensions of the existing sign and may be incorporated into the existing frame and supporting structure.

D. A nonconforming sign may not be enlarged or modified to increase the nonconformity.

E. If there is a change in ownership of the business or institution which the sign is representing, the face of the nonconforming sign may be changed or modified provided that the new sign face is of the same dimensions as the existing sign and may be incorporated into the existing frame and supporting structure.

F. A nonconforming sign shall be discontinued and removed when the business identified on the sign has closed or moved or the use of the building upon which the sign is displayed or attached is changed. A nonconforming sign shall be deemed abandoned and shall be discontinued and removed if the property upon which such sign is located remains vacant for a period of 60 days.

**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: \_\_\_\_\_

ORDINANCE #2023 - \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 390-1012 OF THE CODE OF ORDINANCES  
OF THE VILLAGE OF WILLIAMS BAY REGARDING NONCONFORMING EXISTING SIGNS**

**WHEREAS**, Section 390-1012 of the Code of Ordinances of the Village of Williams Bay currently requires removal of existing non-conforming signs within the Village of Williams Bay after specified time frames; and

**WHEREAS**, the Village Attorney has advised that these current provisions are amortization schedules that are not enforceable; and

**WHEREAS**, the Building, Zoning & Ordinances Committee reviewed this matter and recommended removal of these non-enforceable provisions;

**WHEREAS**, a duly noticed public hearing was held by the Plan Commission regarding repealing and recreating Sec. 390-1012 of the Code of Ordinances to bring same into conformity with Wisconsin Statutes and case law; and

**WHEREAS**, after said public hearing, the Plan Commission having recommended to the Village Board to amending the current Sec. 390-1012 and adopt the new Sec. 390-1012; 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 and case law regarding amortization of existing non-conforming signs; and

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

**Section I.** Section 390-1012 of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

§ 390-1012. Existing signs.

A. Signs lawfully existing at the time of the adoption or amendment of this chapter may be continued although the size or location does not conform to this chapter. ~~However, all nonconforming signs shall be deemed to have exhausted their economic life after seven years from the time they became a nonconforming use. This provision shall not, however, apply to portable signs. Nonconforming portable signs shall be removed within 60 days of the date they become nonconforming.~~

B. ~~Nonconforming signs, except portable signs, after this seven-year period, shall either be made to conform to the terms of this chapter, or shall be removed by the owner, agent, or person having beneficial use of the property. Nonconforming signs, during the seven-year grace period, shall be kept in good repair or be subject to removal, but the cost of maintenance shall not be considered grounds for their continued use beyond the seven-year period. The Building Inspector Zoning Administrator shall, after the seven-year grace period, notify the owner, agent or person having beneficial use of the property, of the expiration of the grace period of the maintenance violation. After 30 days, if the sign has not been properly maintained made to conform to this chapter or removed, the Building Inspector Zoning Administrator shall initiate appropriate punitive action. Signs that are not repaired, painted, or maintained pursuant to written notification and orders by the Building Inspector Zoning Administrator shall also be subject to punitive action.~~

B. Signs shall be kept in good repair. A sign which is not repaired, painted or maintained within 90 days of written notification by the zoning administrator shall be removed and the owner shall be subject to penalty.

C. A nonconforming sign, although it shall be maintained, may not be replaced except by a conforming sign, except that the face of the nonconforming sign may be changed or modified provided that the new sign face is of the same dimensions of the existing sign and may be incorporated into the existing frame and supporting structure.

D. A nonconforming sign may not be enlarged or modified to increase the nonconformity.

E. If there is a change in ownership of the business or institution which the sign is representing, the face of the nonconforming sign may be changed or modified provided that the new sign face is of the same dimensions as the existing sign and may be incorporated into the existing frame and supporting structure.

**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: \_\_\_\_\_

**ORDINANCE #2023 - \_\_\_\_\_**

**AN ORDINANCE REPEALING AND RECREATING SECTION 331-2 & 331-4 OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY REGARDING PRESERVATION OF TREES**

**WHEREAS**, a duly noticed public meeting was held by the Building, Zoning & Ordinances Committee on July 5, 2023 regarding repealing and recreating Sec. 331-2 of the Code of Ordinances to strengthen the existing tree removal requirement; and

**WHEREAS**, after said public meeting, the Building, Zoning & Ordinances Committee having recommended to the Village Board to repeal the current Sec. 331-2 and adopt the new Sec. 331-2; and

**WHEREAS**, the Village Board having determined that it is appropriate to adopt such revisions to the Village Code Tree Replacement to be more stringent in protecting existing trees and the natural environment of the Village as a whole;

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

**SECTION 1:** § 331-2 of the Code of Ordinances of the Village of Williams Bay is hereby repealed and recreated to read as follows:

**§ 331-2 Tree Preservation**

**A. Purpose.** The purpose of this section is to:

- (1) Promote the preservation and planting of trees in order to preserve the Village's character as a naturally wooded community.
- (2) Protect the waters of the state and Geneva Lake.
- (3) Preserve and enhance property values within the village.
- (4) Generally, protect, promote, and enhance the quality of life, public health and safety and general welfare of the people in the village.

**B. Definitions.** As used in this section, the following terms shall have the meanings indicated:

**BUILDING ACTIVITY AREA**

Upon issuance and for the duration of a building permit, the entire minimum area necessary for the construction of a principal structure, permitted accessory structures, driveway, utility installation or subsequent permitted additions to each. This area shall be defined by the Tree Commissioner at the time of the issuance of the tree permit and shall be the smallest possible area that permits the construction of the permitted building or improvement.

**REPLACEMENT TREE**

A tree of at least 2 inches diameter measured at a point on the tree four feet above grade level that is maintained in a healthy condition and survives one year after planting. This tree shall be of a similar or higher quality than the tree it is replacing.

**SHORELAND AREA**

A strip of land 35 feet wide inland from Geneva Lake's ordinary high water mark (864.30 feet MSL elevation) or any navigable stream's ordinary high water mark.

**STEEP SLOPE AREA**

Any area of the Village where the slope exceeds 12%.

## **TREE PRESERVATION AREA**

All areas in the Village in which trees are located.

## **DIAMETER AT BREAST HEIGHT (DBH)**

Diameter at breast height, or DBH, is the standard for measuring trees. DBH refers to the tree diameter measured at 4.5 feet above the ground.

## **PROTECTED TREES**

All trees six inches in diameter or larger measured at a point on the tree four feet above grade level shall be protected, and require a tree removal permit.

## **TREE TOPPING**

Inappropriate pruning technique to remove the top portion of the tree's main leader(s), resulting in an overall reduction in the tree's height, size and potential health or life expectancy.

## **CLEAR CUTTING**

The one-time, continuing, or cumulative clearing, cutting, harvesting, or other destruction (including by fire) of trees in an area (or combined areas) of more than 30% of the woodlands on a property (or up to 100% for developments approved prior to the effective date of this chapter).

### **C. Vegetation removal prohibited in shoreland or steep slope areas.**

- (1) Vegetation removal is prohibited in the shoreland area. Natural shrubbery and all trees shall be preserved in the shoreland area. Where removed as a part of a landscaping plan approved by the Tree Commissioner, they shall be replaced with other vegetation or replacement trees that are equally effective in retarding runoff, preventing erosion and preserving natural beauty. Any shoreland area vegetation removal shall be done during the growing season and shall be stabilized and revegetated or seeded within a two-week period of removal so as to produce a vegetative cover. The approval of a tree removal permit by the Tree Commissioner shall be required prior to natural shrubbery and tree removal in the shoreland area.
- (2) Vegetation removal prohibited in steep slope areas. Vegetation removal is prohibited in the Village where the slope exceeds 12%. As a part of a landscaping plan approved by the Tree Commissioner, vegetation may be removed, but shall be replaced with other vegetation or replacement trees that are equally effective in retarding runoff, preventing erosion and preserving natural beauty. Any steep slope vegetation removal shall be done during the growing season and shall be stabilized and revegetated or seeded within a two-week period of removal so to produce a vegetative cover. The approval of a tree removal permit by the Tree Commissioner shall be required prior to natural shrubbery and tree removal in the steep slope area.

### **D. Tree removal prohibited, exceptions and replacement trees.**

- (1) Tree removal in tree preservation area prohibited. Except for the exceptions enumerated in the following Subsection D(2), it is prohibited to remove any protected tree or cause any trees to be removed from the tree preservation area of each lot.
  - (a) No protected tree may be removed or trimmed that is located on public property, other than by the public property owner.
  - (b) No protected tree may be removed or trimmed that is located on the property of another unless written consent is first obtained from the property owner and a tree removal permit is obtained.
  - (c) No clear cutting of protected trees from a property shall be permitted

(d) No tree topping of a protected tree shall be permitted.

(2) Exceptions. This section shall not apply to the Village of Williams Bay Department of Public Works, or any planned Village project whether on public or private property. Under the following conditions, trees may be removed from the tree preservation area after obtaining a tree removal permit from the Village Tree Commissioner:

(a) Removal of the tree will enhance the tree preservation area, the health of the remaining trees or be consistent with good arboricultural or silvicultural practices.

(b) Removal where said trees represent a danger to property or the health, safety or welfare of any person, or where said tree is dead, dying, diseased, severely damaged or injured to the extent that it is likely to die or become diseased.

(c) Trees removed from the building activity area which is minimally necessary to undertake any permitted use by right, accessory use or approved conditional use.

(d) The tree is an "invasive species" tree. An "invasive species" tree shall mean those species so designated on the most recent Wisconsin Department of Natural Resources published list of invasive tree species.

(3) Replacement trees. Whenever possible and when in keeping with good arboricultural or silvicultural practices, replacement trees shall be planted for all removed trees that were not dead, dying, hazardous, or so unsafe, or unsound that they pose a safety risk to the general public. They may be planted in the tree preservation area or in the building activity area after the initial construction activities are completed. All replacement trees must be planted within 30 days of final grading and shall be determined as follows:

(a) For a removed tree with a DBH of 6 to 20 inches: one replacement tree

(b) For a removed tree with a DBH of 20 to 30 inches: two replacement trees.

(c) For a removed tree with a DBH of 30 inches or larger: three replacement trees.

**E. Tree protection during construction or land disturbance.** Where any construction activity, land disturbance or tree removal is taking place on any property, or nearby any adjoining property, the following tree preservation methods and standards must be followed and must be shown in advance on any application for tree removal:

(1) No construction activity, movement or placement of equipment or vehicles, placement of material or spoils or excess soil shall be placed inside the root zone and drip line of any protected tree on the property undergoing construction, as well as any adjoining property.

(2) Temporary proactive fencing shall be installed outside of each protected tree's root zone and drip line, including trees on adjoining properties that may be affected. Said fencing shall remain in place during the entire time of construction, land disturbance or tree removal, and location shall be approved by the Village Engineer or Tree Commissioner.

(3) Such other measures as may be required by the Village of Williams Bay depending on unique or unusual property conditions, tree locations or proposed construction activity or land disturbance.

**F. Donation Required.** Whenever in this section the planting of replacement trees is required, as an alternative, a fee in the amount of \$400 for each required replacement tree may be made to the Friends of Kishwauketoe, Ltd. Any donation shall be deposited with the Village prior to the tree permit being released. The Village Clerk will make a record of the donation, notify the Tree Commissioner, and forward the donation to the Friends of Kishwauketoe, Ltd. [Added 7-6-2021 by Ord. No. 2021-07]

**G. Public or utility easement tree trimming.** Tree trimming on public rights-of-way, on public easements or on utility easement corridors in the Village shall be done in accordance with accepted arboricultural and silvicultural practices. Any person intending to conduct tree trimming on public rights-of-way, on public easements or on utility easement corridors must first obtain the written permission of the owner of the trees to be trimmed and the written permission of the Tree Commissioner prior to the commencement of such trimming.

**H. Soil compaction and earthen stockpiling prohibited.** It is prohibited to compact soil or stockpile earthen material within the dripline of any protected tree.

**I. Management and care of removed trees or tree branches.**

- (1) Removal. All trees and tree branches removed or trimmed pursuant to this section must be removed from the owner's property so as to not be allowed to rot or decay upon the property. Such removal is required with 10 days of cutting or trimming.
- (2) Exception for firewood. Trees and branches intended for use as firewood may be cut and neatly stacked upon lots or parcels of real estate in the Village.

**J. Standards and appeals.**

- (1) The Tree Commissioner shall comply with good arboricultural or silvicultural practices, and the requirements of all applicable ordinances of the Village of Williams Bay, in granting or denying any permission required of the Tree Commissioner in this section.
- (2) Any applicant objecting to any decision of the Tree Commissioner has the right to appeal the decision of the Tree Commissioner to the Village Board. The objecting person must deliver a written appeal to the Village Clerk during ordinary business hours, and within 30 days of the decision of the Tree Commissioner. The Village Clerk will place the appeal upon the agenda of the next available regularly scheduled Village Board meeting, taking into consideration any notice requirements of any relevant open meetings law. The Village Board will review the decision of the Tree Commissioner. Within 60 days of the submission date of the appeal, the Village Board will either affirm the decision of the Tree Commissioner or direct the Tree Commissioner to issue such permit with such conditions as may be appropriate.

**§ 331-3 Threat to Trees (Remains as is, no changes).**

**§ 331-4 Violations and penalties.**

**Penalty.** In addition to those penalties provided by the village ordinances, any person who removes or substantially destroys a protected tree without a tree removal permit shall on private or public property also be fined a minimum of \$500.00 per inch of tree DBH. (In the absence of proof to the contrary, any such tree illegally removed shall be presumed to be at least four inches DBH, unless a larger size can be established. The payment of a fine shall not relieve any person found to have violated this section from the tree replacement requirement set forth herein.

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: \_\_\_\_\_

DRAFT

§ 331-2 ~~Tree removal.~~ **Tree Preservation**

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(a) Purpose.

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The purpose of this section is to:

(1) Promote the preservation and planting of trees in order to preserve the village's character as a naturally wooded community.

(2) Protect the waters of the state and Geneva Lake.

(3) Preserve and enhance property values within the village.

(4) Generally, protect, promote and enhance the quality of life, public health and safety and general welfare of the people in the village.

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~~A. (b)~~ Definitions. As used in this section, the following terms shall have the meanings indicated:

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**BUILDING ACTIVITY AREA**

Upon issuance and for the duration of a building permit, the entire minimum area necessary for the construction of a principal structure, permitted accessory structures, driveway, utility installation or subsequent permitted additions to each. This area shall be defined by the Tree Commissioner at the time of the issuance of the ~~building-tree~~ permit and shall be the smallest possible area that permits the construction of the permitted building or improvement.

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**REPLACEMENT TREE**

A tree of at least ~~1 1/2~~ 2 inches diameter measured at a point on the tree four feet above grade level that is maintained in a healthy condition and survives one year after planting. This tree shall be of a similar or higher quality than the tree it is replacing.

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**SHORELAND AREA**

A strip of land 35 feet wide inland from Geneva Lake's ordinary high water mark (864.30 feet MSL elevation) or any navigable stream's ordinary high water mark.

**STEEP SLOPE AREA**

Any area of the Village where the slope exceeds 12%.

**TREE PRESERVATION AREA**

**All areas in the Village in which trees are located.**

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~~The area of a lot not designated as the building activity area where all~~

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**DIAMETER AT BREAST HEIGHT (DBH)**

Diameter at breast height, or DBH, is the standard for measuring trees. DBH refers to the tree diameter measured at 4.5 feet above the ground.

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**PROTECTED TREES**

All trees six inches in diameter or larger measured at a point on the tree four feet above grade level be ~~preserved, protected, and require a tree removal permit.~~

## TREE TOPPING

inappropriate pruning technique to remove the top portion of the tree's main leader(s), resulting in an overall reduction in the tree's height, size and potential health or life expectancy.

## CLEAR CUTTING

The one-time, continuing, or cumulative clearing, cutting, harvesting, or other destruction (including by fire) of trees in an area (or combined areas) of more than 30% of the woodlands on a property (or up to 100% for developments approved prior to the effective date of this chapter).

~~B. Purpose. The intent and purpose of this section is to preserve the Village's character as a natural vegetated and wooded community, to maintain property values by improving and preserving the aesthetic appeal of the Village, to preserve the natural resources of the Village, to reduce the amount of erosion in the Village, to protect the quality of the waters of the State and the Village and to protect and promote the health, safety and welfare of the people by minimizing the amount of sediment and other pollutants carried by runoff to surface waters due to the erosion of land not protected by a naturally vegetated and wooded environment.~~

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C. Vegetation removal prohibited in shoreland or steep slope areas.

(1) Vegetation removal is prohibited in the shoreland area. Natural shrubbery and all trees shall be preserved in the shoreland area. Where removed as a part of a landscaping plan approved by the Tree Commissioner, they shall be replaced with other vegetation or replacement trees that are equally effective in retarding runoff, preventing erosion and preserving natural beauty. Any shoreland area vegetation removal shall be done during the growing season and shall be stabilized and revegetated or seeded within a two-week period of removal so as to produce a vegetative cover. ~~The written permission of the Tree~~ approval of a tree removal permit by the Tree Commissioner shall be required prior to natural shrubbery and tree removal in the shoreland area.

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(2) Vegetation removal prohibited in steep slope areas. Vegetation removal is prohibited in the Village where the slope exceeds 12%. As a part of a landscaping plan approved by the Tree Commissioner, vegetation may be removed, but shall be replaced with other vegetation or replacement trees that are equally effective in retarding runoff, preventing erosion and preserving natural beauty. Any steep slope vegetation removal shall be done during the growing season and shall be stabilized and revegetated or seeded within a two-week period of removal so to produce a vegetative cover. ~~The written permission of~~ approval of a tree removal permit by the Tree Commissioner shall be required prior to natural shrubbery and tree removal in the steep slope area.

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D. Tree removal prohibited, exceptions and replacement trees.

(1) Tree removal in tree preservation area prohibited. Except for the exceptions enumerated in the following Subsection **D(2)**, it is prohibited to remove any protected tree or cause any trees to be removed from the tree preservation area of each lot.

~~During construction, no equipment movement, construction or placement of equipment or material storage shall be permitted in the tree preservation area.~~

~~-(a) No protected tree may be removed or trimmed that is located on public property, other than by the public property owner.~~

~~(b) No protected tree may be removed or trimmed that is located on the property of another unless written consent is first obtained from the property owner and a tree removal permit is obtained~~

(c) No clear cutting of protected trees from a property shall be permitted

(d) No tree topping of a protected tree shall be permitted.

- (2) Exceptions. This section shall not apply to the Village of Williams Bay Department of Public Works, or any planned Village project whether on public or private property. Under the following conditions, trees may be removed from the tree preservation area after obtaining ~~written permission~~ a tree removal permit from the Village Tree Commissioner:

- (a) Removal of the tree will enhance the tree preservation area, the health of the remaining trees or be consistent with good arboricultural or silvicultural practices.
- (b) Trees ~~may be removed from a lot~~ where said trees represent a danger to property or the health, safety or welfare of any person, or where said tree is dead, dying, diseased, severely damaged or injured to the extent that it is likely to die or become diseased.
- (c) Trees ~~may be removed~~ removed from the building activity area is minimally necessary to undertake any permitted use by right, accessory use or approved conditional use.

(d) The tree is an "invasive species" tree. An "invasive species" tree shall mean those species so designated on the most recent Wisconsin Department of Natural Resources published list of invasive tree species.

- (3) Replacement trees. Whenever possible and when in keeping with good arboricultural or silvicultural practices, replacement trees shall be planted for all removed trees ~~that were not dead, dying, hazardous, or so unsafe, or unsound that they pose a safety risk to the general public.~~ They may be planted in the tree preservation area or in the building activity area after the initial construction activities are completed. All replacement trees must be planted within 30 days of final grading and shall be determined as follows:-

(a) For a removed tree with a DBH of 6 to 20 inches: one replacement tree

(c) For a removed tree with a DBH of 20 to 30 inches: two replacement trees.

(d) For a removed tree with a DBH of 30 inches or larger: three replacement trees.

E. Tree protection during construction or land disturbance. Where any construction activity, land disturbance or tree removal is taking place on any property, or nearby any adjoining property, the following tree preservation methods and standards must be followed and must be shown in advance on any application for tree removal:

(1) No construction activity, movement or placement of equipment or vehicles, placement of material or spoils or excess soil shall be placed inside the root zone and drip line of any protected tree on the property undergoing construction, as well as any adjoining property.

(2) Temporary proactive fencing shall be installed outside of each protected tree's root zone and drip line, including trees on adjoining properties that may be affected. Said fencing shall remain in place during the entire time of construction, land disturbance or tree removal, and location shall be approved by the Village Engineer or Tree Commissioner.

(3) Such other measures as may be required by the Village of Williams Bay depending on unique or unusual property conditions, tree locations or proposed construction activity or land disturbance.

F. ~~E.~~ Whenever in this section the planting of replacement trees is required, as an alternative, a fee in the

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amount of ~~\$250~~, \$400 for each required replacement tree may be made to the ~~Friends of Kishwaukee,~~ Ltd. Any donation shall be deposited with the Village Clerk who will make a record of the donation, ~~notify the Tree Commissioner and forward the donation to the Friends of Kishwaukee, Ltd.~~ [Added 7-6-2021 by Ord. No. 2021-07]

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G. F. Public or utility easement tree trimming. Tree trimming on public rights-of-way, on public easements or on utility easement corridors in the Village shall be done in accordance with accepted arboricultural and silvicultural practices. Any person intending to conduct tree trimming on public rights-of-way, on public easements or on utility easement corridors must first obtain the written permission of the owner of the trees to be trimmed and the written permission of the Tree Commissioner prior to the commencement of such trimming.

H. G. Soil compaction and earthen stockpiling prohibited. It is prohibited to compact soil or stockpile earthen material within the dripline of any ~~protected tree or larger measured at a point on the tree four feet above grade level.~~

I. H. Management and care of removed trees or tree branches.

- (1) Removal. All trees and tree branches removed or trimmed pursuant to this section must be removed from the owner's property so as to not be allowed to rot or decay upon the property. Such removal is required with ~~30-10~~ days of cutting or trimming.
- (2) Exception for firewood. Trees and branches intended for use as firewood may be cut and neatly stacked upon lots or parcels of real estate in the Village.

J. I. Standards and appeals.

- (1) The Tree Commissioner shall comply with good arboricultural or silvicultural practices, and the requirements of all applicable ordinances of the Village of Williams Bay, in granting or denying any permission required of the Tree Commissioner in this section.
- (2) Any applicant objecting to any decision of the Tree Commissioner has the right to appeal the decision of the Tree Commissioner to the Village Board. The objecting person must deliver a written appeal to the Village Clerk during ordinary business hours, and within 30 days of the decision of the Tree Commissioner. The Village Clerk will place the appeal upon the agenda of the next available regularly scheduled Village Board meeting, taking into consideration any notice requirements of any relevant open meetings law. The Village Board will review the decision of the Tree Commissioner. Within 60 days of the submission date of the appeal, the Village Board will either affirm the decision of the Tree Commissioner, or direct the Tree Commissioner to issue such permit with such conditions as may be appropriate.

#### § 331-4 Violations and penalties.

~~Except as otherwise provided in this chapter, any person who shall violate any provision, rule or order hereunder, upon conviction thereof, shall be subject to a penalty as provided in § 1-4 of this Municipal Code.~~

Penalty. In addition to those penalties provided by the village ordinances any person who removes or substantially destroys a protected tree without a tree removal permit shall on private or public property also be fined a minimum of \$500.00 per inch of tree DBH. (In the absence of proof to the contrary, any such tree illegally removed shall be presumed to be at least four inches DBH, unless a larger size can be established. The payment of a fine shall not relieve any person found to have violated this section from the tree replacement requirement set forth herein.

**ORDINANCE #2023 - \_\_\_\_\_**  
**AN ORDINANCE AMENDING SECTION 345-8 OF THE CODE OF ORDINANCES**  
**OF THE VILLAGE OF WILLIAMS BAY REGARDING ENGINE BRAKING**

WHEREAS, Section 345-8 of the Code of Ordinances of the Village of Williams Bay currently prohibits the use of engine braking systems within the Village of Williams Bay except in emergency situations; and

WHEREAS, the Village seeks to notify drivers entering the Village of such prohibition by the erecting of signs on the major access roads entering the Village; and

WHEREAS, two of the major access points to the Village are on State Highway 67, which requires approval of the State of Wisconsin Department of Transportation for the erecting of signs, such as those notifying individuals of the prohibition on the use of engine braking systems within the Village; and

WHEREAS, the State of Wisconsin Department of Transportation has determined that it shall permit only those signs stating "ENGINE BRAKE MUFFLERS REQUIRED" adjacent to State Highway 67 and as a result, the Village is required to modify Section 345-8 in order to comply with the policy of the Department of Transportation.

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

Section I. Section 345-8 of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

**§345-8 Engine Brake Mufflers Required.**

It is unlawful for any person while operating a motor vehicle within the corporate limits of the Village to use an engine braking system, also referred to as a "Jake Brake", not utilizing engine brake mufflers which effectively prevent excessive noise.

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: \_\_\_\_\_

**ORDINANCE #2023-\_\_\_\_\_**  
**AN ORDINANCE AMENDING SECTION 281-1H. OF THE CODE OF ORDINANCES**  
**OF THE VILLAGE OF WILLIAMS BAY REGARDING BOAT PIERS**

WHEREAS, Section 281-H. of the Code of Ordinances of the Village of Williams Bay currently regulates the location and placement of boat piers and slips on Geneva Lake within the Village of Williams Bay; and

WHEREAS, the Village seeks to require new and existing piers to remain their current color white; and

WHEREAS, with the exception of a few piers located on Geneva Lake that are not located within the Village of Williams Bay all existing piers on Geneva Lake are the color white; and

WHEREAS, the Village Building, Zoning & Ordinance Committee has determined that maintaining all piers the current color of white on Geneva Lake within Williams Bay is desired for safety and aesthetic reasons.

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

Section I.       Section 281-1H. (6) (b) and (c), (7) (b) and (9). of the Code of Ordinances of the Village of Williams Bay are hereby amended to read as follows:

**§281-1H. Establishment of Pierhead Line and Wharf Regulations.**

(6) (b) Application. The application for such permit shall describe the real estate and the location of the wharf or pier or extension or modification thereof in detail with regard to such real estate, shoreline and pierhead line and setting forth the distances of the wharf or pier to the property lines of any abutting riparian lands, giving the details of the dimensions and kinds of materials to be used in the construction of the same with all aspects of the pier(s), slip(s), stairs that are above water painted or otherwise being limited to white in color, together with any additional details and specifications which the Village Board may require. Such application shall also state the name and permanent residence or post office address of the applicant.

(6) (c) Investigation and report. Upon filing of such application, the Village Clerk shall refer the same immediately to the Building Inspector or such other person as may be designated by the Village Board for investigation and report, which such report shall indicate that all of the requirements of this section, applicable laws of the state and rules and orders of the Wisconsin Department of Natural Resources will be complied with. The Zoning Administrator or other designated official shall thereafter file with the Village a report of his findings, which such report shall also include a recommendation and the reasons therefor.

(7) (b)

If the wharf or pier for which a permit has been granted is not erected, constructed, white in color or placed in accordance with the application, plans, specifications, details and drawings submitted by the applicant therefor or if the wharf or pier for which a permit has been issued violates any laws of the state or rules or orders of the Wisconsin Department of Natural Resources, the Village Board may revoke such permit. The provisions of this subsection shall not affect the Village Board's rights to pursue any other legal remedies it may have as provided in this section or otherwise by law.

(9) Wharf and pier number required. Owners of riparian property who construct or place a wharf or pier or cause same to be done shall number the end of the wharf or pier which extends into the navigable water with numbers black in color on the white color pier(s) and be properly maintained in a manner so as to be plainly seen from the navigable water.

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: \_\_\_\_\_

**ORDINANCE #2023-\_\_\_\_\_**  
**AN ORDINANCE AMENDING SECTION 281-1H. OF THE CODE OF ORDINANCES**  
**OF THE VILLAGE OF WILLIAMS BAY REGARDING BOAT PIERS**

WHEREAS, Section ~~345-8~~ 281-H. of the Code of Ordinances of the Village of Williams Bay currently regulates the location and placement of boat piers and slips on Geneva Lake within the Village of Williams Bay; and

WHEREAS, the Village seeks to require new and existing piers to remain their current color white; and

WHEREAS, with the exception of a few piers located on Geneva Lake that are not located within the Village of Williams Bay all existing piers on Geneva Lake are the color white; and

WHEREAS, the Village Building, Zoning & Ordinance Committee has determined that maintaining all piers the current color of white on Geneva Lake within Williams Bay is desired for safety and aesthetic reasons.

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

Section I.      Section 281-1H. (6) (b) and (c) and (9). of the Code of Ordinances of the Village of Williams Bay are hereby amended to read as follows:

~~§281-1H. Boating regulations; water and ice traffic and activities. Establishment of Pierhead Line and Wharf Regulations.~~

(6) (b) Application. The application for such permit shall describe the real estate and the location of the wharf or pier or extension or modification thereof in detail with regard to such real estate, shoreline and pierhead line and setting forth the distances of the wharf or pier to the property lines of any abutting riparian lands, giving the details of the dimensions and kinds of materials to be used in the construction of the same with all aspects of the pier(s), slip(s), stairs that are above water painted or otherwise being limited to white in color, together with any additional details and specifications which the Village Board may require. Such application shall also state the name and permanent residence or post office address of the applicant.

(6) (c) Investigation and report. Upon filing of such application, the Village Clerk shall refer the same immediately to the Building Inspector or such other person as may be designated by the Village Board for investigation and report, which such report shall indicate that all of the requirements of this section, applicable laws of the state and rules and orders of the Wisconsin Department of Natural Resources will be complied with. The ~~Building Inspector~~ Zoning Administrator or other designated official shall thereafter file with the Village a report of his findings, which such report shall also include a recommendation and the reasons therefor.

(7) (b)

If the wharf or pier for which a permit has been granted is not erected, constructed, white in color or placed in accordance with the application, plans, specifications, details and drawings submitted by the applicant therefor or if the wharf or pier for which a permit has been issued violates any laws of the state or rules or orders of the Wisconsin Department of Natural Resources, the Village Board may revoke such permit. The provisions of this subsection shall not affect the Village Board's rights to pursue any other legal remedies it may have as provided in this section or otherwise by law.

(9) Wharf and pier number required. Owners of riparian property who construct or place a wharf or pier or cause same to be done shall ~~obtain a number of such wharf or pier from the Geneva Lake Association. Once obtained, the~~ number the end of the wharf or pier which extends into the navigable water with numbers black in color on the white color pier(s) and be properly maintained in a manner so as to be plainly seen from the navigable water.  
[Added 3-7-2022 by Ord. No. 2022-04]

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: \_\_\_\_\_  
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