



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

JOINT MEETING OF THE VILLAGE BOARD COMMITTEE OF THE WHOLE & COMMITTEES

TUESDAY, SEPTEMBER 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. Village Board Committee of the Whole

- a. Call to Order
- b. Roll Call

II. Streets & Highways Committee – D'Alessandro, Russell, Vlach (10 Min.)

- a. Call to Order
- b. Roll Call
- c. Streets & Highways Committee Meeting Minutes of August 7, 2023
- d. Village Engineer Work Order - STH 67 Reconstruction: West Section - Design Utility Improvements
- e. Adjourn

III. Parks & Lakefront Committee – Russell, Wright, Umans (10 Min.)

- a. Call to Order
- b. Roll Call
- c. Parks & Lakefront Committee Meeting Minutes of August 7, 2023
- d. Williams Bay Lions Club Edgewater Use and Policy Contract for Nick Caselli Rocking Car Show October 14, 2023
- e. Consideration of Accepting Bid for Geneva Lake Dredging at Southwick Creek re: Odling Construction to load the dewatered dredge sediment, haul it to their pit, and dispose of the material
- f. Adjourn

IV. Protective Services Committee – Vlach, Russell, Jaramillo (20 Min.)

- a. Call to Order
- b. Roll Call
- c. Special Protective Services Committee Meeting Minutes of August 7, 2023

- d. Protective Services Committee Meeting Minutes of August 7, 2023
- e. Fontana Emergency Medical Services (EMS) Monthly Numbers
- f. Police Department Monthly Numbers
- g. Police Chief's Monthly Report
- h. Williams Bay Lions Club Temporary Class "B" and "Class B" Retailer's License Application for October 14, 2023
- i. Kishwauketoe Nature Conservancy - Friends of Kishwauketoe Temporary "Class B" Retailer's License Application for October 14, 2023 and October 15, 2023
- j. Walworth Avenue Speed Sign Report
- k. Authorizing the Police Department & Fire Department to Sell Surplus Equipment & Supplies
- l. Adjourn

V. Building, Zoning & Ordinance Committee – Jaramillo, Wright, D'Alessandro (20 Min.)

- a. Call to Order
- b. Roll Call
- c. Building, Zoning & Ordinance Committee Meeting Minutes of August 7, 2023
- d. Village Code Amendment(s) - Tree Preservation Ordinance
- e. Village Code Amendments - Ordinance Regulating Political Signs
- f. Ordinance #2023-09 Amending Village Code Section 22-1 Re: Municipal Judge Re: Oath
- g. Clover Street and Williams Street Developments Agreements
- h. Adjourn

VI. Water & Sewer Committee – Umans, Jaramillo, Vlach (20 Min.)

- a. Call to Order
- b. Roll Call
- c. Water & Sewer Committee Meeting Minutes of August 7, 2023
- d. Village Engineer Work Order - STH 67 Reconstruction: West Section - Design Utility Improvements
- e. Public Works Directors Report
- f. Engineers Report
- g. Adjourn

VII. Finance & Personnel Committee – Wright, D'Alessandro, Umans (60 Min.)

- a. Call to Order
- b. Roll Call
- c. Finance & Personnel Committee Meeting Minutes of August 7, 2023
- d. Consideration of Accepting Bid for Tennis and Basketball Courts – Theater Road Park
- e. Consideration of Accepting Bid for Lime Reactor Cleaning
- f. Consideration of Accepting the Bid for Well 2 Pump Replacement
- g. Consideration of Accepting Bid for Geneva Lake Dredging at Southwick Creek
- h. Consideration of Accepting Bid for Geneva Lake Dredging at Southwick Creek re: Odling Construction to load the dewatered dredge sediment, haul it to their pit, and dispose of the material
- i. Village Engineer Work Order - STH 67 Reconstruction: West Section - Design Utility Improvements

- j. Renewal of the Municipal Business Lease with TLS Windsled Inc. for the 2023 Season
- k. Authorizing the Police Department, Fire & EMS Department and Administrative Office to Sell Surplus Equipment & Supplies
- l. Approval of Amended Performance Appraisal Form for the Village Administrator
- m. Draft Capital Improvement Program (CIP) Presentation - Baird
- n. Review budget process and salary increase parameters
- o. Treasurer's Report
- p. Monthly Borrowings Status Report
- q. Adjourn

VIII. Possible Action on Matters Discussed in Committees

IX. Village Board Committee of the Whole

- a. Adjournment

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

Posted: 09/01/2023 5:00 PM



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES STREETS AND HIGHWAYS COMMITTEE MONDAY, AUGUST 7, 2023, AT 6:45 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Chairman Trustee D'Alessandro called the meeting to order at 6:56pm.

Roll Call

Present: Trustees D'Alessandro, Russell, and Vlach

Also Present: President Duncan, Trustees Jaramillo, and Wright, Administrator Lothspeich, Clerk Kolls, Police Chief Timm, Director of Public Works Edwards, Village Engineer Snyder, Recreation Director Rowland, Allison Schwark; Municipal Code Enforcement.

Meeting Minutes

The motion to approve the Meeting Minutes of July 5, 2023, was initiated by Trustee Vlach and seconded by Trustee Russell. Unanimously carried.

Bailey Estates Annual Block Party – September 9, 2023

The motion to recommend Village Board approval of the Bailey Estates Annual Block Party to be held on September 9, 2023, was initiated by Trustee Vlach and seconded by Trustee Russell. Unanimously carried.

Discussion of Crosswalks: (1) Geneva St./STH 67 @ Stam St. – Existing Crosswalk; (2) E. Geneva St. @ Kishwaukee Nature Conservancy Path – New Crosswalk; and (3) E. Geneva St. @ Potawatomi Rd. – New Crosswalk

Connie Gluth, 95 Lackey Dr, discussed her concerns about the crosswalk across from Frost Park. A discussion was held regarding three crosswalks - along Geneva Street. Trustee D'Alessandro suggested we could recommend changes to the crosswalks to the state. Trustee Vlach suggested that we could get studies completed by Southeastern Wisconsin Regional Planning Commission (SEWRPC) on all three crosswalks.

The motion to direct Police Chief Timm to contact Southeastern Wisconsin Regional Planning Commission (SEWRPC) to have a study done regarding these three crosswalks was initiated by Trustee D'Alessandro and seconded by Trustee Russell. Unanimously carried.

Adjourn

The motion to adjourn was initiated by Trustee D'Alessandro and seconded by Trustee Vlach at 7:07pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

**VILLAGE OF WILLIAMS BAY, WISCONSIN
HIGHWAY 67 WEST UTILITY IMPROVEMENTS
ENGINEERING DESIGN SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 2325940.00

Project Description:

The Project consists of the replacement of sanitary sewer and water main as part of the upcoming WisDOT resurfacing of State Highway 67 from Elkhorn Road to the west Village limit.

See the STH 67 West Utility Improvements – Revised Recommendation dated May 9, 2023. The identified streetscaping is not included in the scope of work.

Engineering Services:

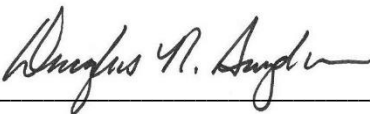
Specific Engineering services are described in the Master Engineering Services Agreement between the Village and Engineers dated October 16, 2017. A detailed scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B, attached hereto.

Compensation:

Compensation for the services will be in accordance with the Master Engineering Services Agreement dated October 16, 2017. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, a lump sum fee of \$195,000.

Submitted by: **Baxter & Woodman, Inc.**

By:



Douglas R. Snyder, P.E.

Title: Vice President

Date: August 24, 2023

Approved: **Village of Williams Bay, WI**

By:

William B. Duncan

Title: President

Date:

Attest:

Tina Kolls, Clerk

Additional Comments: WisDOT will bid the project and provide construction management services. The Village is waiting for the State-Municipal Agreement (SMA) associated with this project. A future work order will include construction observation services.

PROJECT DESCRIPTION

The Project consists of the replacement of sanitary sewer and water main as part of the upcoming WisDOT resurfacing of State Highway 67 from Elkhorn Road to the west Village limit.

See the STH 67 West Utility Improvements – Revised Recommendation dated May 9, 2023. The identified streetscaping is not included in the scope of work.

- ***Authorization to Proceed – September 2023***
- ***60% Utility Drawings to WisDOT – March 1, 2024***

The following items are not included within the scope; we believe they are not necessary or provided by others:

- Digital Base Plan Sheets of Highway 67 (provided by WisDOT)
- Geotechnical Soils Investigation / Subsurface Utility Investigation
- Survey Plats, Legal Descriptions, or Easement Documentation
- Underground utility design outside the limits of the side street intersections

SCOPE OF SERVICES

1. **PROJECT MANAGEMENT** – Plan, schedule, and control the activities to complete the Project. These activities include, but are not limited to, budget, schedule, and scope. Confer with the Village's staff and project team as needed to achieve the goals of the Project and to clarify and define the general scope, extent, and character of the Project.
2. **MEETINGS WITH VILLAGE STAFF** – Conduct meetings with Village staff during the design of the Project to review and discuss design issues. Anticipated meetings with Village staff and the design team include a Project Kick-off Meeting, and two Design Review Meetings: a preliminary pipeline alignment meeting to review the initial layout of the sewers and water mains; and a meeting before submittal of the final design to WisDOT.
3. **EXISTING CONDITIONS REVIEW** - Review existing plans, drawings, utility atlases, plats, and reports. The Owner will obtain and provide digital Base Plan Sheets from WisDOT.
4. **FINAL DESIGN DRAWINGS** - Prepare Design Documents consisting of Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor selected by the Village.

5. ESTIMATE OF COST – Prepare an opinion of probable construction cost.
6. QUALITY CONTROL REVIEW – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimate of cost for the Project.
7. AGENCY SUBMITTAL - Submit permit application to WDNR Water and Wastewater Sections for the construction and operation of the new sanitary sewers and water mains. Respond to comments and revise Project documents accordingly.

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Client: WLMSV

Plan Number: 2325940.00

Plan Name: WLMSV STH 67 West

Deliverable	Sub-Deliverable	Employee	Planned Hrs	Labor Compensation	Reimbursable Expenses	Total Compensation
Totals			1,050.00	\$194,800.00	\$200.00	\$195,000.00
01 - Project Administration			136.00	\$30,000.00	\$200.00	\$30,200.00
			0.00			
	01A - Manage Project		104.00	\$23,000.00		\$23,000.00
	01A	Brett Biwer	80.00			
	01A	Doug Snyder	24.00			
	02A - Attend Meetings		32.00	\$7,000.00	\$200.00	\$7,200.00
	02A	Brett Biwer	24.00			
	02A	Doug Snyder	8.00			
02 - Preliminary Design			332.00	\$57,000.00		\$57,000.00
		Brett Biwer	120.00			
		Doug Snyder	32.00			
		Ursula Botsch	180.00			
03 - Final Design			581.00	\$107,800.00		\$107,800.00
			0.00			
	03A - Utility Coordination		60.00	\$12,000.00		\$12,000.00
	03A	Brett Biwer	60.00			
	03B - Prepare Drawings		160.00	\$23,000.00		\$23,000.00
	03B	Ursula Botsch	160.00			
	03C - Prepare Project Manual		96.00	\$18,400.00		\$18,400.00
	03C	Brett Biwer	80.00			
	03C	Julie Crayton	16.00			
	03D - Infrastructure Design		152.00	\$32,400.00		\$32,400.00
	03D	Brett Biwer	120.00			
	03D	Doug Snyder	32.00			
	03E - Permit Submittals		40.00	\$8,000.00		\$8,000.00
	03E	Brett Biwer	40.00			
	03F - Prepare Quantity Tables		40.00	\$8,000.00		\$8,000.00
	03F	Brett Biwer	40.00			
	03G - Quality Control Review		32.00	\$6,000.00		\$6,000.00
	03G	Joe Marchese	32.00			

May 9, 2023

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

Highlighted items are
major revisions to a May
4, 2023 recommendation
that did not include
streetscape improvements

Subject: Village of Williams Bay – STH 67 West Utility Improvements - Revised

Dear Mr. Lothspeich:

As requested, we reviewed 30 percent Wisconsin Department of Transportation (WDOT) plans for the STH 67 resurfacing project planned for construction in 2026 or 2027. We also reviewed the record drawings for the water main and the televising tapes for the sanitary sewer in West Geneva Street (STH 67) that are within the planned resurfacing limits. The paragraphs that follow further describe the planned sanitary sewer, water main, and roadway improvements. We recommend the Village inform the WDOT of the following:

- The Village intends to relay about 700 feet of sanitary sewer between Williams Street and Walworth Avenue; see enclosed Exhibit A and Table 1.
- The Village intends to replace the water main within West Geneva Street; see enclosed Exhibit B and Table 1.
- The Village desires streetscaping between Elkhorn Road and Williams Street.
- The Village requests the WDOT to include the water and sewer improvements on the 60 percent WDOT plans.

Sanitary Sewer Improvements

The sanitary sewer, see enclosed Exhibit A, in this section of roadway is vitrified clay pipe installed prior to the 1962 roadway and storm sewer; it is in average condition and needs maintenance but not immediate repair except in the section between Williams Street and Walworth Avenue, which is undersized, appears to have sections abandoned, and has an offset joint at the Walworth Avenue drop connection. Enclosed Table 1 – Section 1 – Sanitary Sewer summarizes the planned sanitary sewer improvements; the expected Village cost is \$617,000.

Water Main Improvements

The water main, see enclosed Exhibit B, in this section of roadway is from the early 1930's; it is at the end of its useful life and has hydrants and valves that need replacement. A new

12-inch water main will increase the available fire flow to the downtown, former elementary school area, and the intersecting streets. The planned location is under the westbound parking lane. There will be a normally closed valve near the former elementary school to maintain the two pressure zones. The proposed water main should increase the available fire flow along this route from 1400 gallons per minute to 2800 gallons per minute, which meets Insurance Services Office (ISO) Standards for commercial areas. Enclosed Table 1-Section 2 – Water Main summarizes the planned water main improvements; the expected Village cost is \$4,100,000.

Roadway Improvements

On the most recent project the WDOT funded the two traffic lanes; the Village funded the parking lanes and the difference between the replacement and rehabilitation cost for the section south of Olive Street. Enclosed for reference is the State Municipal Agreement for the most recent project showing the funding allocation for each component of the project. Federal funding was not available for streetscaping, and it may not be available for streetscaping for the planned project; if it is available, it is typically 80 percent federal funded. The enclosed Table 1-Section 3 - Roadway summarizes the planned roadway improvements, including an allowance of \$410,000 for streetscaping without federal funding; the expected Village cost is \$1.1M.

The existing roadway within the Village limits is either concrete or rubblized (previously shattered in place) concrete under 4-inches of asphalt pavement. The planned rehabilitation consists of milling and replacing the 4-inch asphalt surface. We expect the WDOT will require the Village to replace the concrete base materials with asphalt prior to milling, like the recent north-south section of STH 67. The WDOT is only showing sidewalk improvements at the intersection where they are installing curb ramps; the Village should plan additional sidewalk replacement. The WDOT does not appear to be planning storm water or storm sewer improvements.

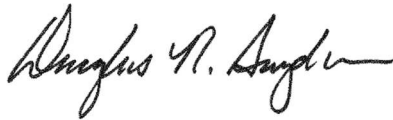
Enclosed in an excerpt from the WDOT 30 percent plans within the Village. The Village should require the WDOT to construct the utility improvements within the roadway as part of the WDOT contract and include the design of these improvements in the 60 percent plan set. The Village will benefit by avoiding work with other utilities and should save money by not replacing the pavement in-kind and not using concrete slurry backfill material over the utility. The concrete slurry is a combination of cement and stone delivered by a concrete truck. It is more than twice the cost of granular backfill. The pavement in-kind and the use of concrete slurry backfill would add approximately \$900,000 to the cost of the project. We

expect the WDOT to cost share between the pavement in the travel lane and pavement in the parking lane, like the current project.

Please call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



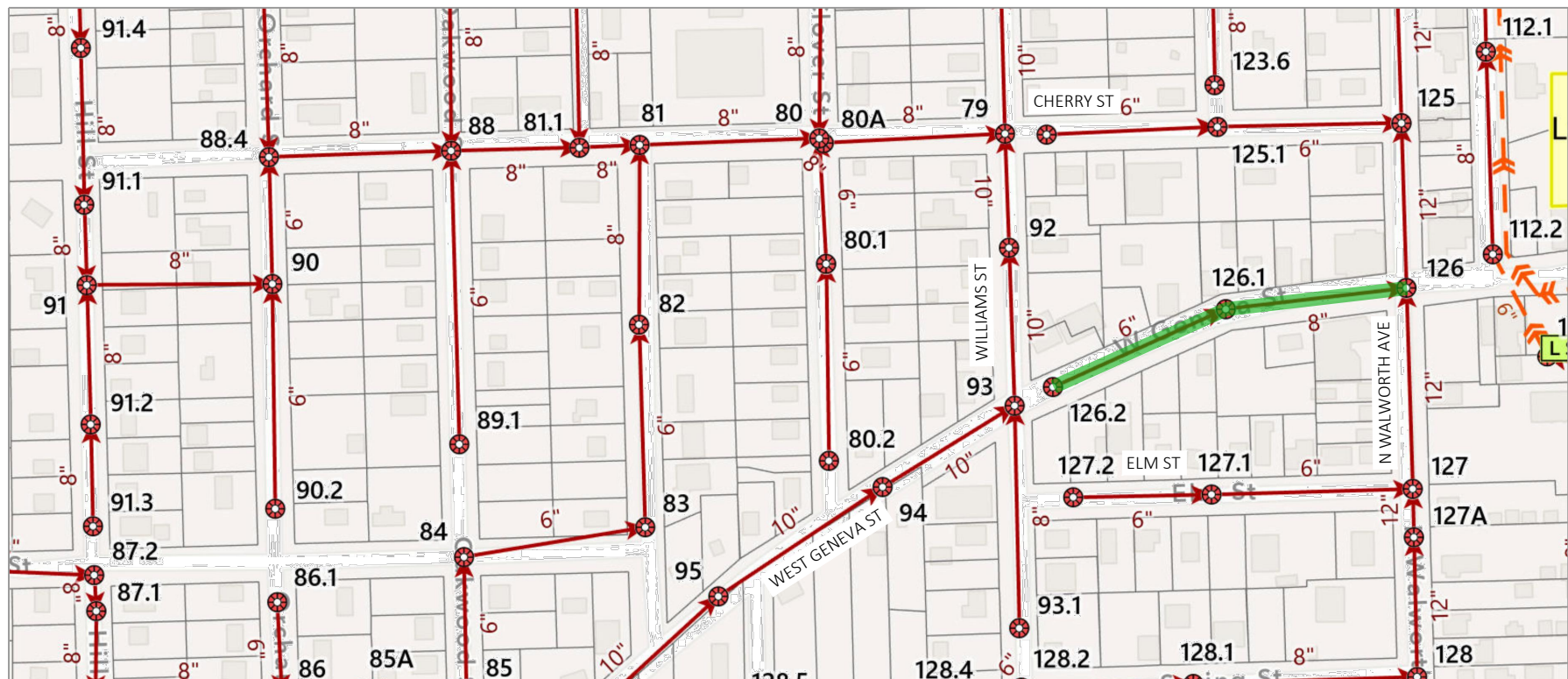
Douglas R. Snyder, P.E.

DRS:drs

Enclosures: as noted

CC: Wayne Edwards, DPW

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Legend

-  Sewer Gravity Main
-  Sewer Lateral
-  Sewer Pressure Main
-  Manhole
-  Lift Station
-  Valve

 REPLACE SANITARY SEWER AND RECONNECT LATERALS.

BAXTER & WOODMAN
Consulting Engineers

EXHIBIT A
VILLAGE OF WILLIAMS BAY

0 50' 150' 300' 500'



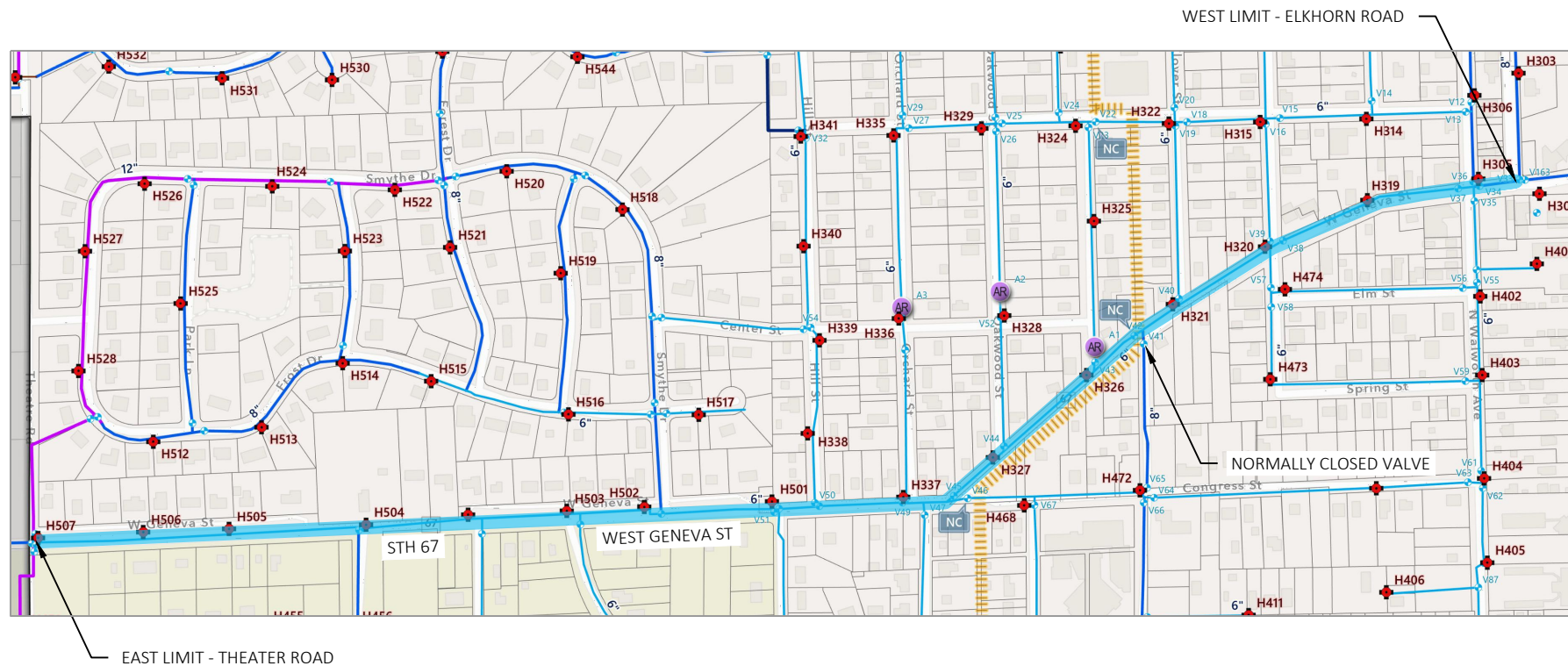


Table 1
Preliminary Opinion of Probable Cost

Section 1 - Sanitary Sewer

No.	Item	Approximate Quantity	Unit Price	Totals
1	Relay on West Geneva - Williams Street to Walworth Ave.	700 LF	\$ 300	\$ 210,000
2	Sanitary Manhole	3 EA	\$ 15,000	\$ 45,000
3	Sanitary Laterals and Connection	14 EA	\$ 8,000	\$ 112,000
4	Temporary Pavement	1,200 LF	\$ 50	\$ 60,000
5	Restoration and Traffic Control	1 LS	\$ 30,000	\$ 30,000

Section 1 Construction Cost = \$ 457,000
Engineering, Legal, and Contingencies (35%) \$ 160,000
Section 1 Project Cost = \$ 617,000

Section 2 - Water Main

No.	Item	Approximate Quantity	Unit Price	Totals
1	12-Inch Main	7,500 LF	\$ 225	\$ 1,687,500
2	Intersection Connections, Including Valves	16 EA	\$ 18,000	\$ 288,000
3	Hydrant Assembly	12 EA	\$ 7,500	\$ 90,000
4	Water Service Reconnections	90 EA	\$ 5,000	\$ 450,000
5	Temporary Pavement	7,500 LF	\$ 50	\$ 375,000
6	Abandon Existing Water Main/Hydrants	1 LS	\$ 80,000	\$ 80,000
7	Restoration and Traffic Control	1 LS	\$ 60,000	\$ 60,000

Section 2 Construction Cost = \$ 3,030,500
Engineering, Legal, and Contingencies (35%) \$ 1,060,500
Section 2 Project Cost = \$ 4,091,000

Section 3 - Roadway - Non Participating Costs

No.	Item	Approximate Quantity	Unit Price	Totals
1	Pavement Replacement - Parking Lanes	8000 SY	\$ 35	\$ 280,000
2	Pavement Replacement - Williams Street to Walworth Ave	2200 SY	\$ 40	\$ 88,000
3	Additional Sidewalk Replacement	3000 SF	\$ 12	\$ 36,000
4	Streetscaping Improvements - Elkhorn Rd. to Williams St.	1 LS	\$ 410,000	\$ 410,000

Section 3 Construction Cost = \$ 814,000
Engineering, Legal, and Contingencies (35%) = \$ 285,000
Section 3 Project Cost = \$ 1,099,000

Total Cost \$ 5,807,000



**1st Revision
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

This agreement supersedes the agreement signed by the Municipality on February 20, 2020 and signed by the State on February 26, 2020.

Revised date: August 1, 2022

Date: August 20, 2019

I.D.: 3325-06-01/71/72

Road Name: STH 67

Limits: Geneva St to Glenwood Dr

County: Walworth

Roadway Length: 1.21 Miles

The signatory Village of Williams Bay, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering: Plan Development	\$ 180,000	\$ 180,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 10,000	\$ 10,000	100%	\$ -	0%
Compensable Utilities	\$ 1,000	\$ 1,000	100%	\$ -	0%
Construction: Participating					
Resurface Segment	\$ 1,482,000	\$ 1,482,000	100.0%	\$ -	0.00%
Parking(resurface segment)	\$ 29,000		0.0%	\$ 29,000	LSUM
Pavement Replace Segment	\$ 616,620	\$ 229,691	37.25%	\$ 386,929	62.75%
Soil borings performed by Municipality				\$ (3,710)	LSUM
Non-Participating	\$ 1,067,300	\$ -	0%	\$ 1,067,300	100%
Total Cost Distribution	\$ 3,385,920	\$ 1,902,691		\$ 1,479,519	

* See Item 9 Basis for local participation in Terms and Conditions

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of

neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **Village of Williams Bay** (please sign in blue ink)

Name *Keith P. Dure* Title *President* Date *8/60/22*

Signed for and in behalf of the State (please sign in blue ink)

Name *Tony J. Barth* Title **SE Region Planning Chief** Date *8/17/2022*

TERMS AND CONDITIONS:

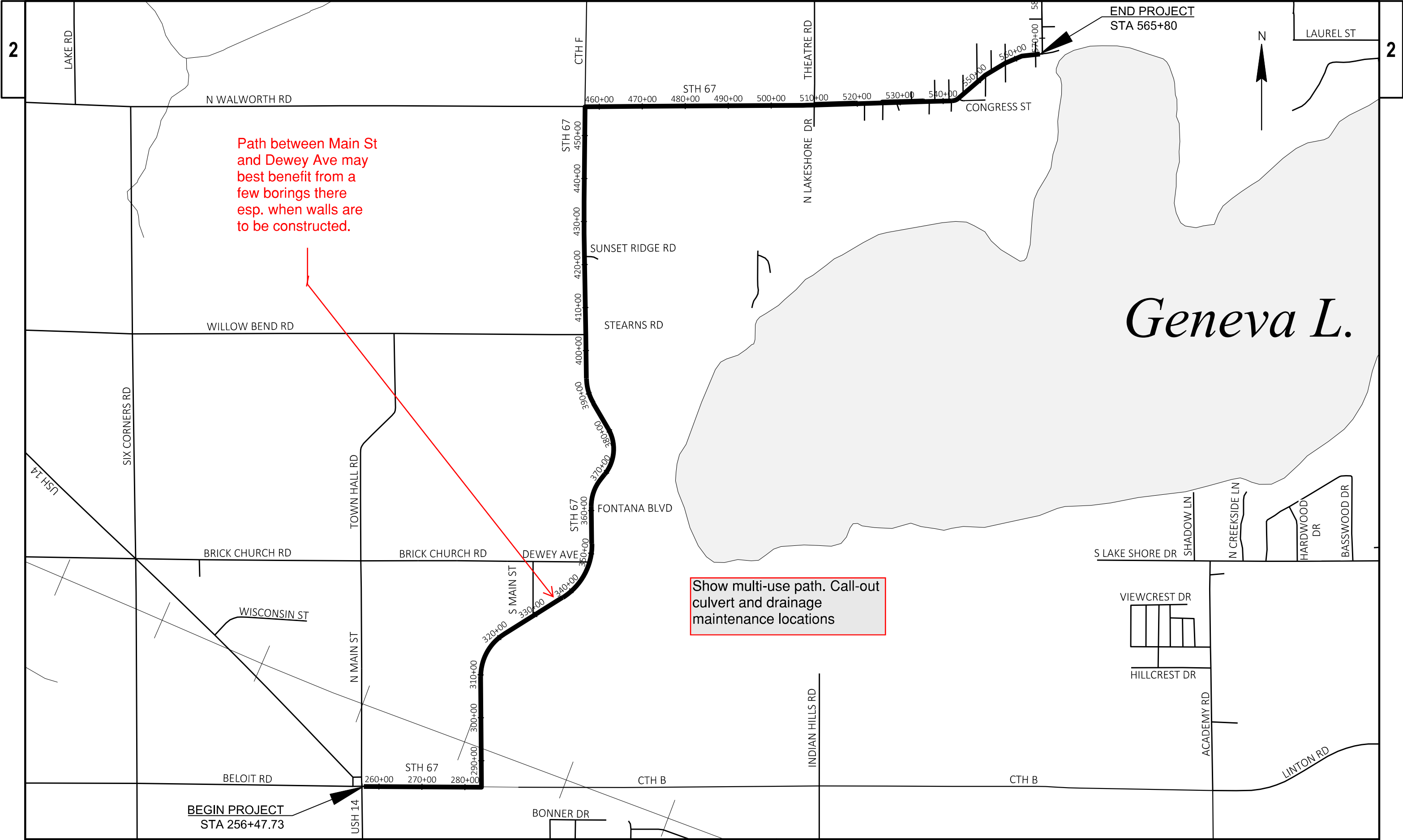
1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or

Facility Owner includes the following items:

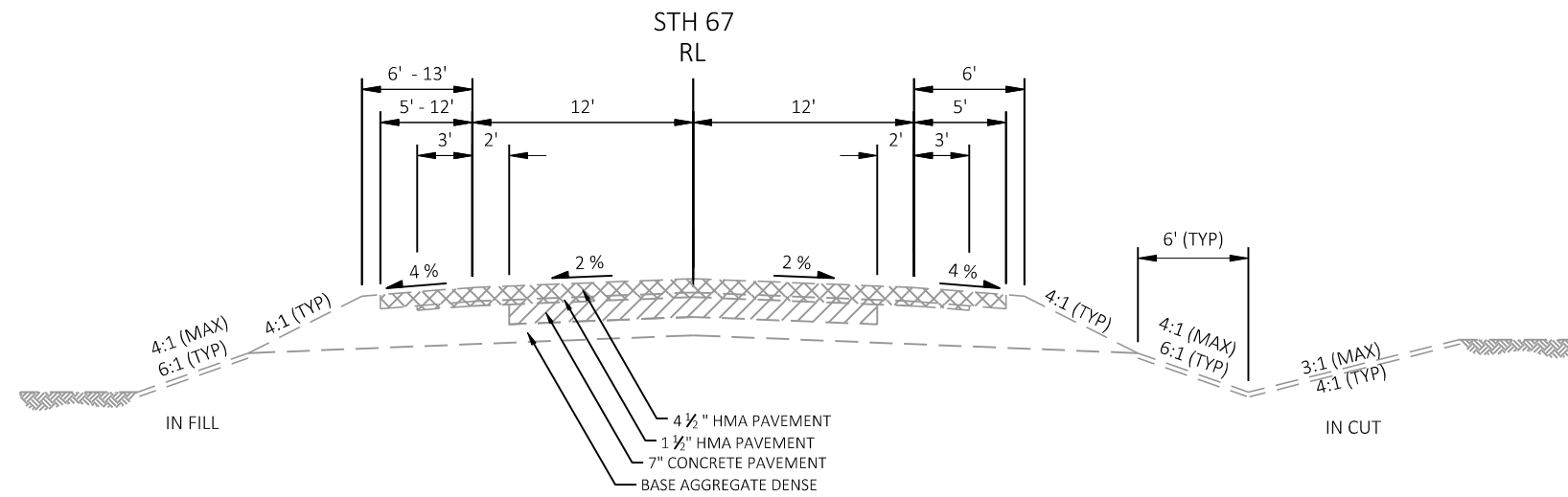
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all Community Sensitive Solutions (CSS) and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.
- (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% State.
 - (d) Funding for construction of standard roadway items in the resurfacing segment, and the removal of the stairs in the SW corner of the Geneva Street intersection 100% State.
 - (e) Funding for parking lanes in the resurface segment, a Municipal total payment of \$29,000, billed as the project progresses.
 - (f) Funding for construction of standard roadway items in the pavement replacement segment– 37.25% State, 62.75% Municipal. Percentage is based on difference in cost between resurface (DOT recommended) and pavement replacement (Municipal requested), and parking lanes at 100% Municipal.
 - (g) Funding for soil boring performed but the Municipality for the State, 100% State. This will be applied as a credit against the non-participating work on 3325-06-72 as a one-time lump sum amount of \$3,710.
 - (h) Funding for non-participating items 100% Municipality.

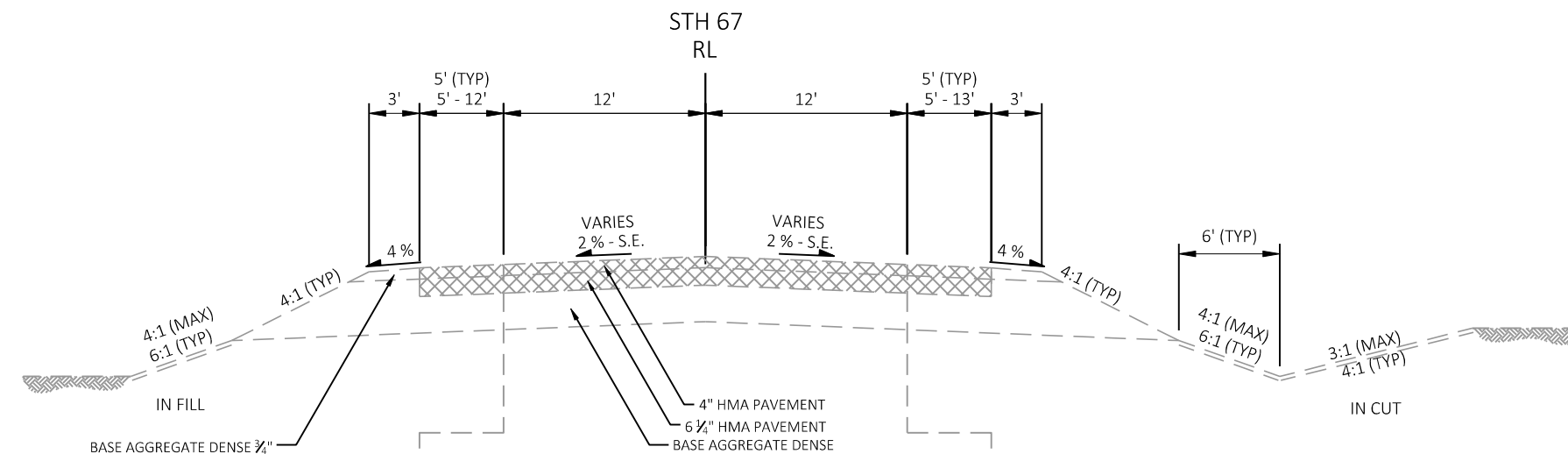
[END]



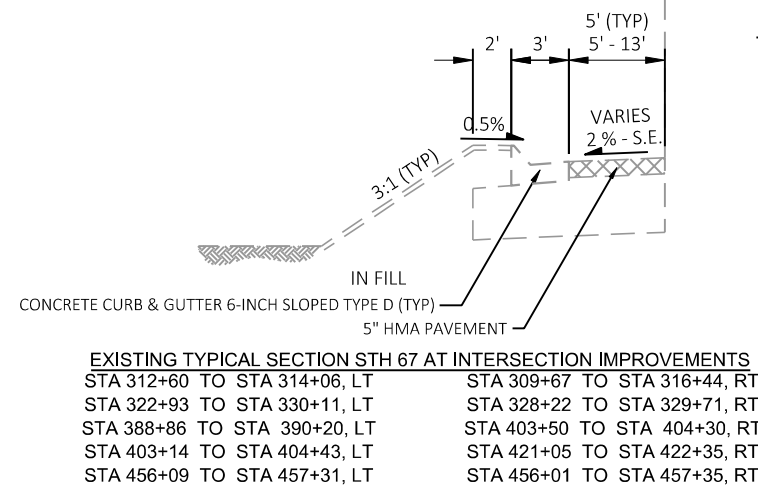
PROJECT NO:	3325-08-70	HWY:	STH 67	COUNTY:	WALWORTH	PROJECT OVERVIEW	SHEET	PRE 2	E
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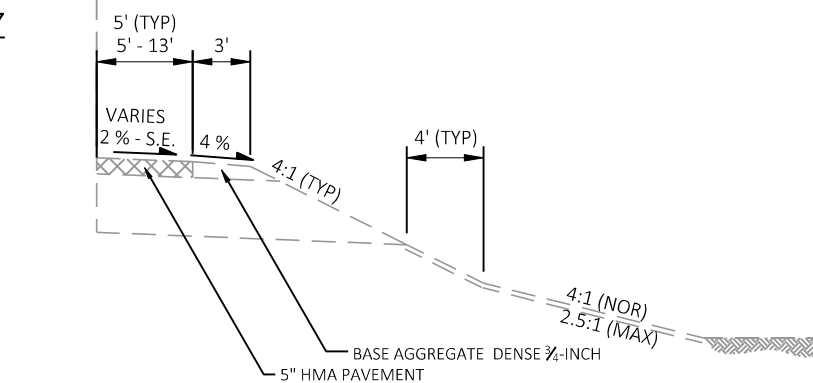
EXISTING TYPICAL SECTION STH 67
STA 283+85 TO STA 309+20



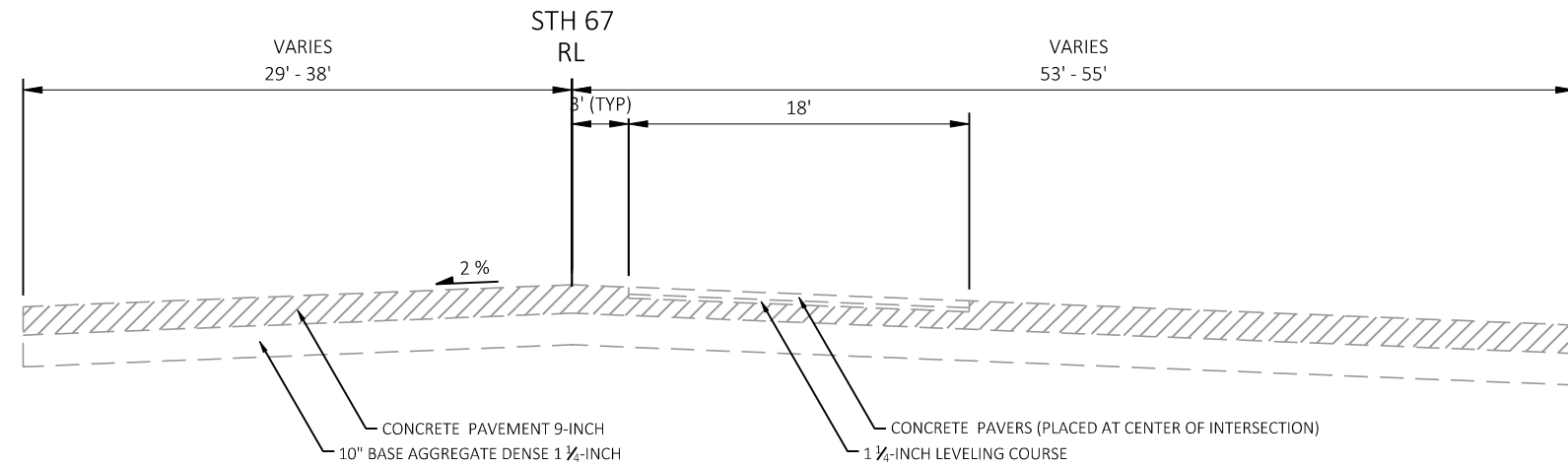
EXISTING TYPICAL SECTION STH 67
STA 309+20 TO STA 345+85
STA 378+08 TO STA 508+38



EXISTING TYPICAL SECTION STH 67 AT INTERSECTION IMPROVEMENTS
STA 312+60 TO STA 314+06, LT
STA 322+93 TO STA 330+11, LT
STA 388+86 TO STA 390+20, LT
STA 403+14 TO STA 404+43, LT
STA 456+09 TO STA 457+31, LT
STA 309+67 TO STA 316+44, RT
STA 328+22 TO STA 329+71, RT
STA 403+50 TO STA 404+30, RT
STA 421+05 TO STA 422+35, RT
STA 456+01 TO STA 457+35, RT

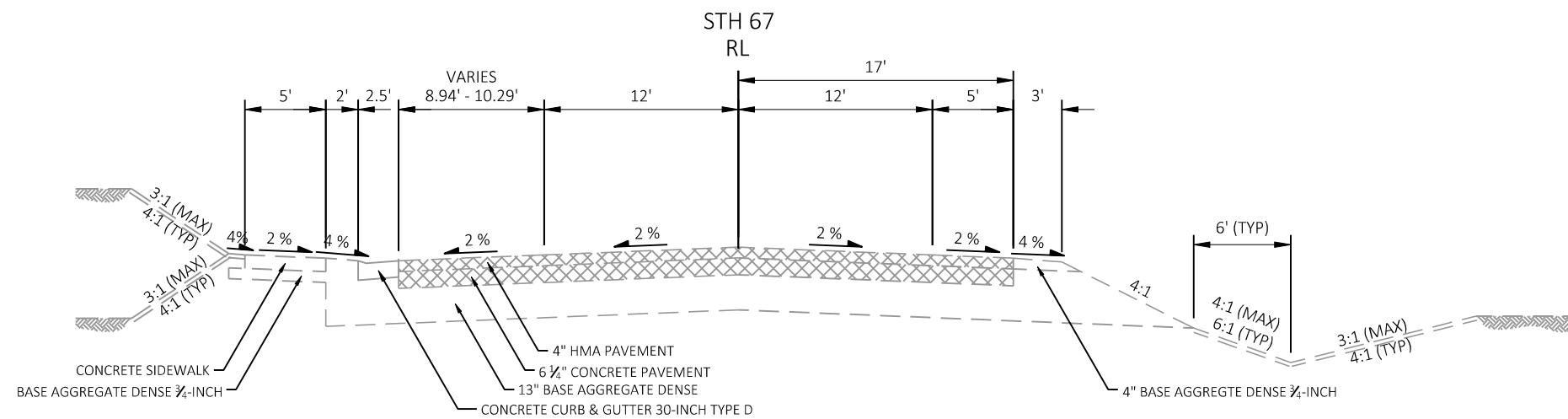


EXISTING TYPICAL SECTION STH 67 AT INTERSECTION IMPROVEMENTS
TRANSITIONS TO CURB AND GUTTER SECTIONS, LT & RT



EXISTING TYPICAL SECTION STH 67

STA 360+35 TO STA 361+56
STA 363+44 TO STA 364+54
STA 367+08 TO STA 368+17



EXISTING TYPICAL SECTION STH 67

STA 508+38 TO STA 509+85

PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

TYPICAL SECTIONS - STH 67

SHEET

PRE 7 E

FILE NAME : N:\PDS\C3D\33250800\SHEETS\020301-TS.DWG
LAYOUT NAME - 020305-ts

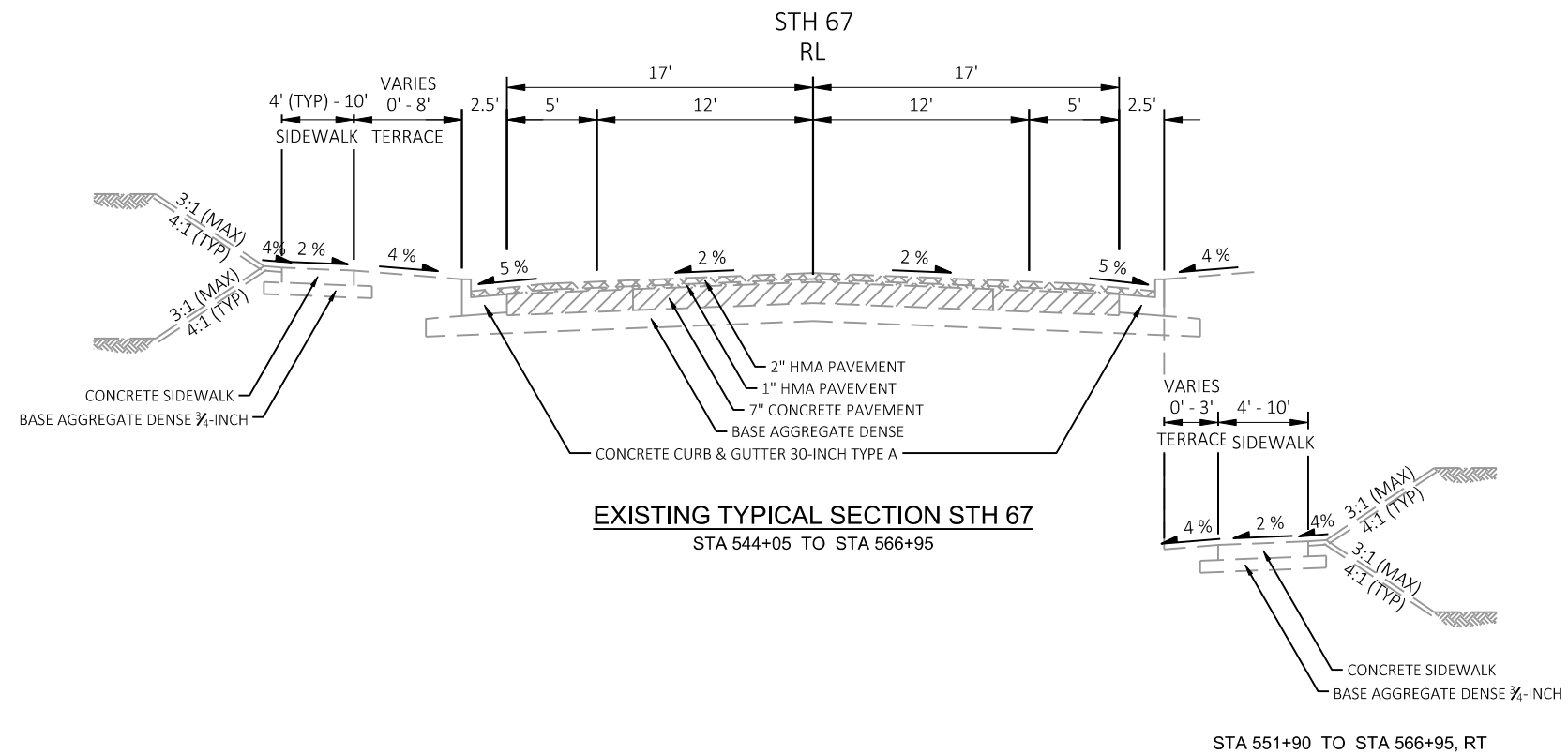
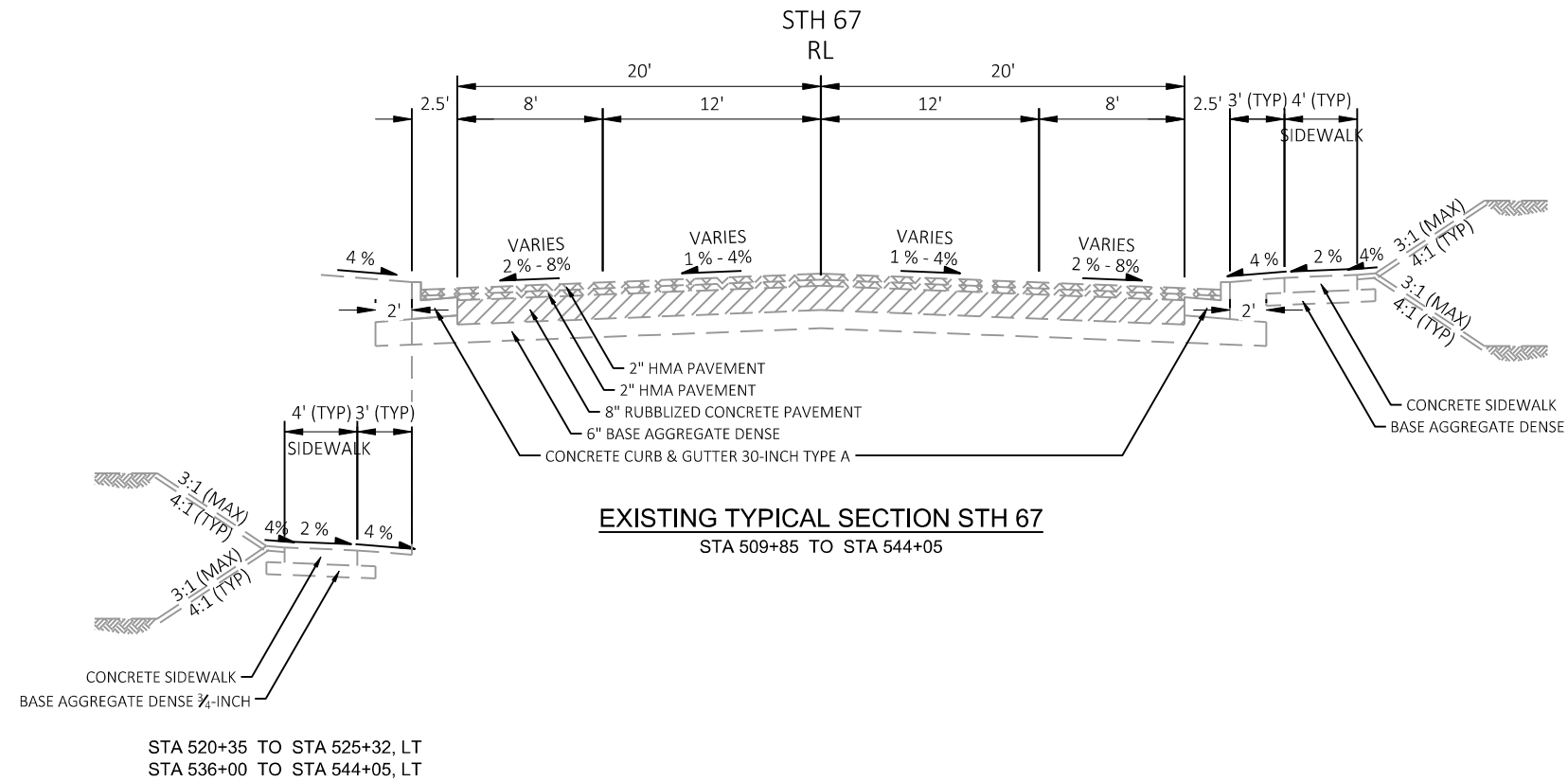
PLOT DATE : 1/4/2023 3:35 PM

PLOT BY : SENZ, LUKE

PLOT NAME :

PLOT SCALE : 1 IN:10 FT

WISDOT/CADDs SHEET 42



PROJECT NO: 3325-08-70

HWY: STH 67

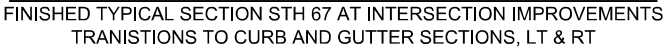
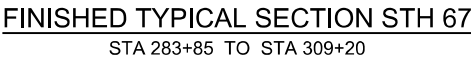
COUNTY: WALWORTH

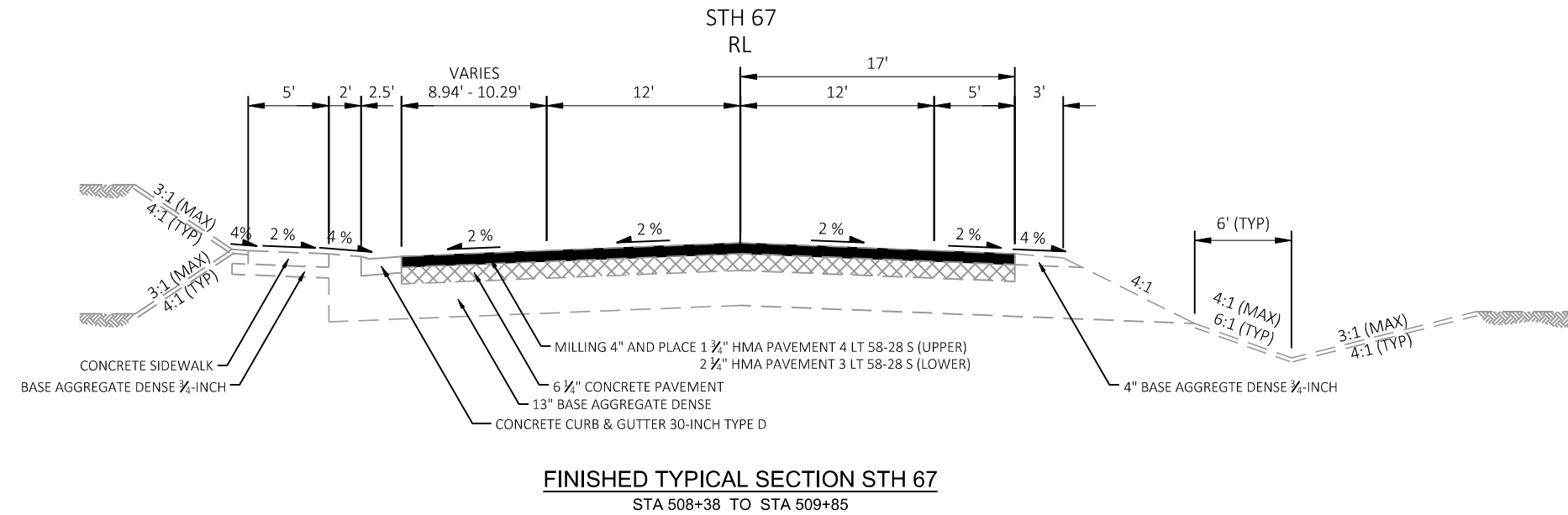
TYPICAL SECTIONS - STH 67

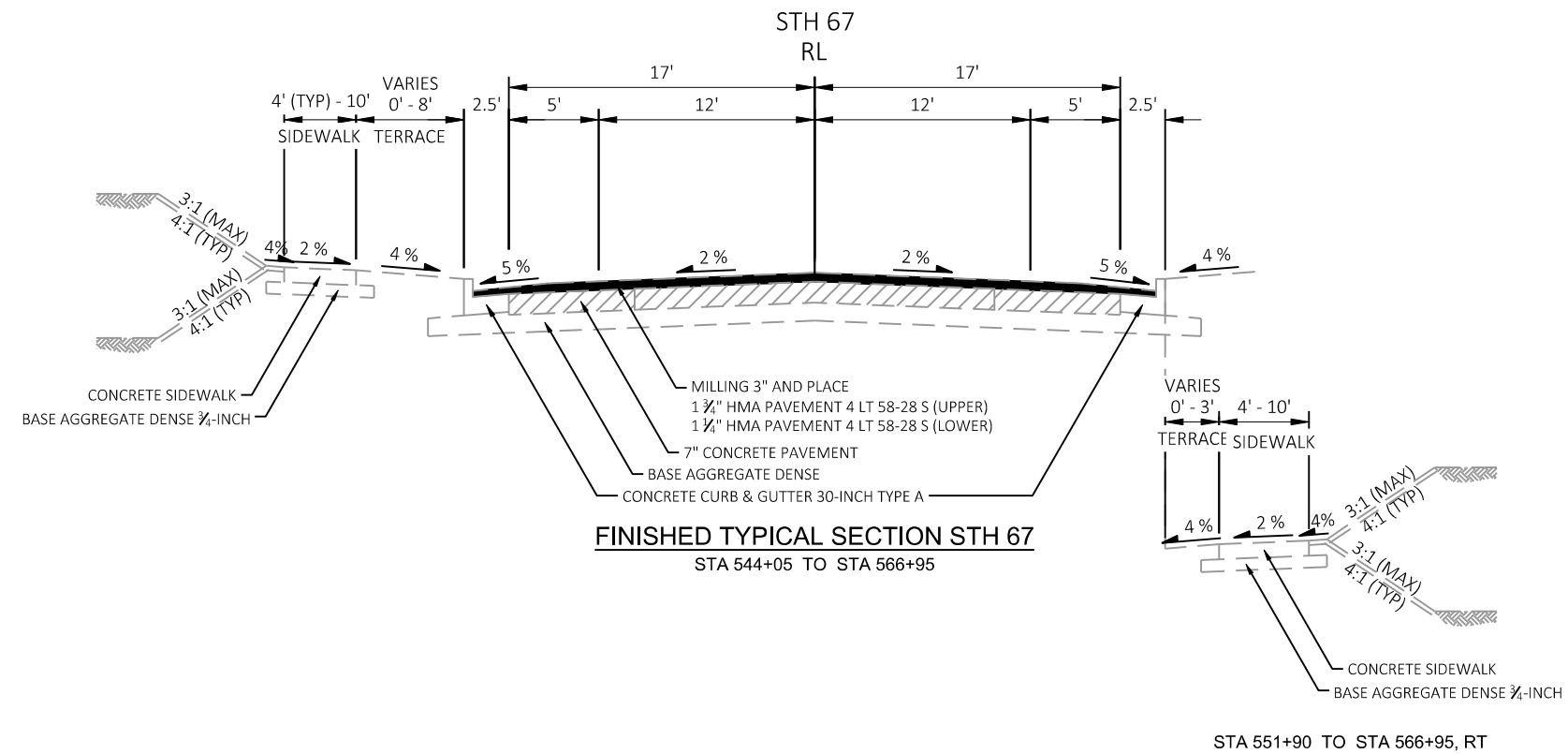
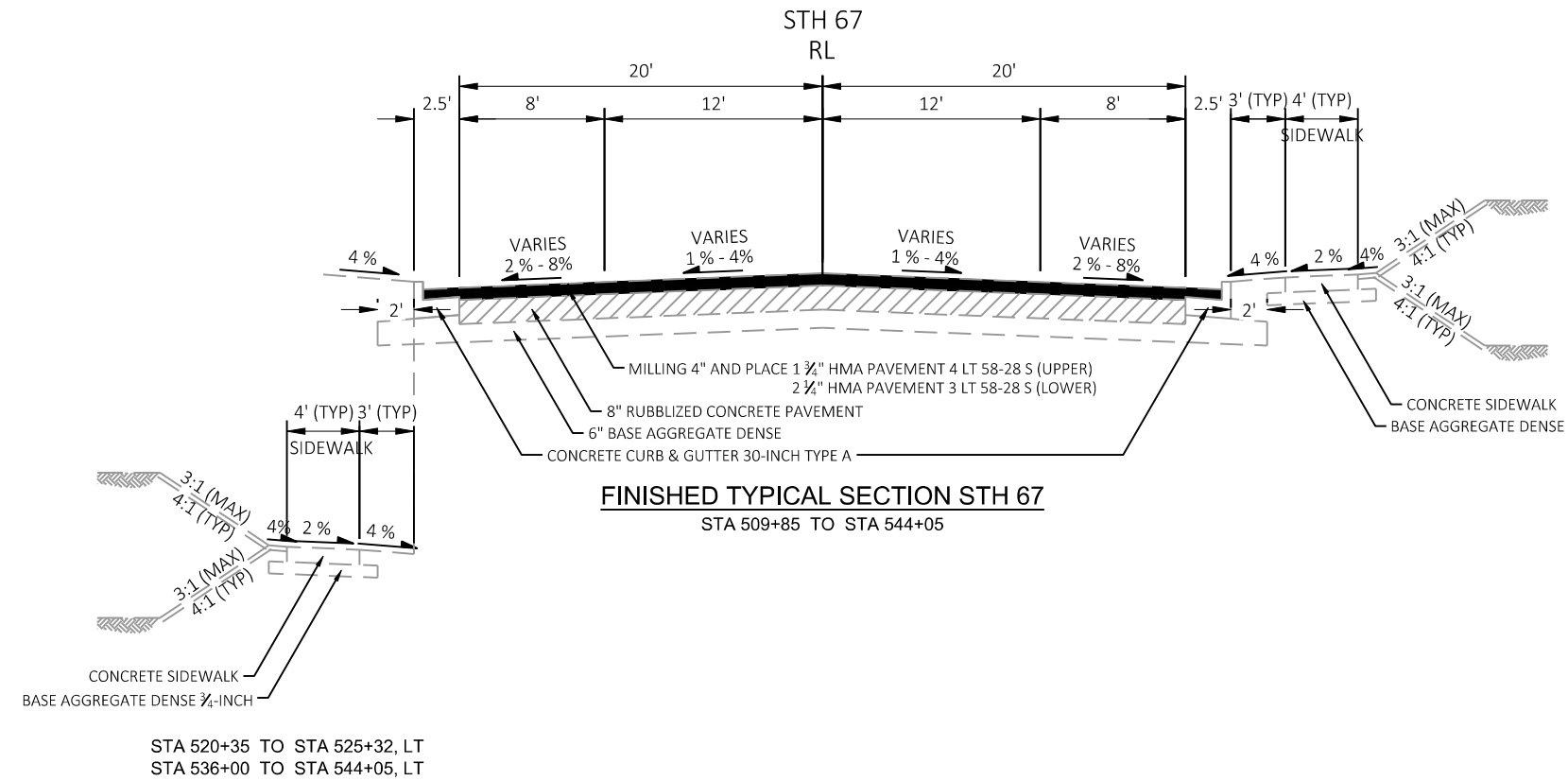
SHEET

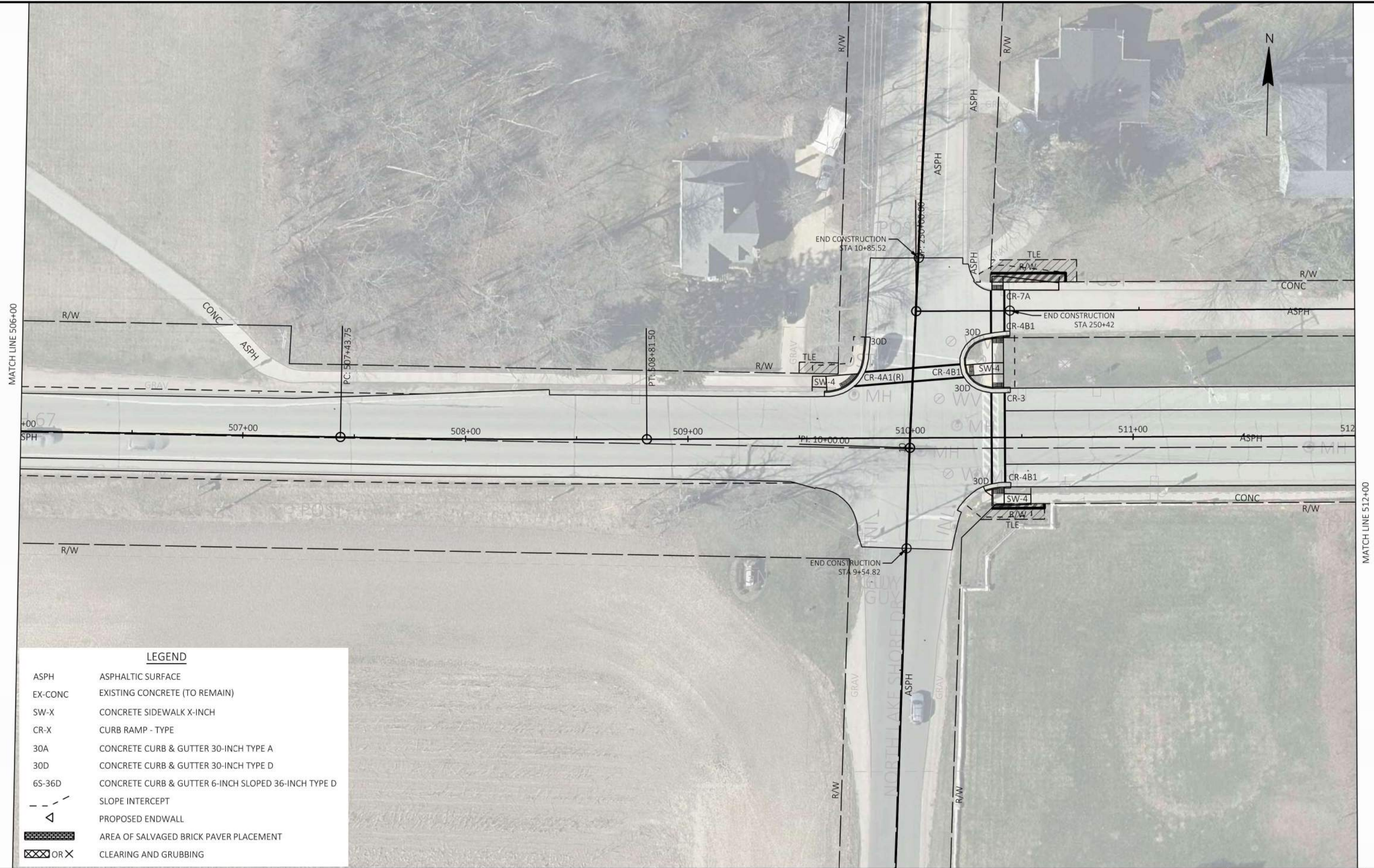
PRE 8

E



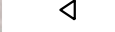
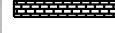
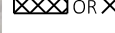




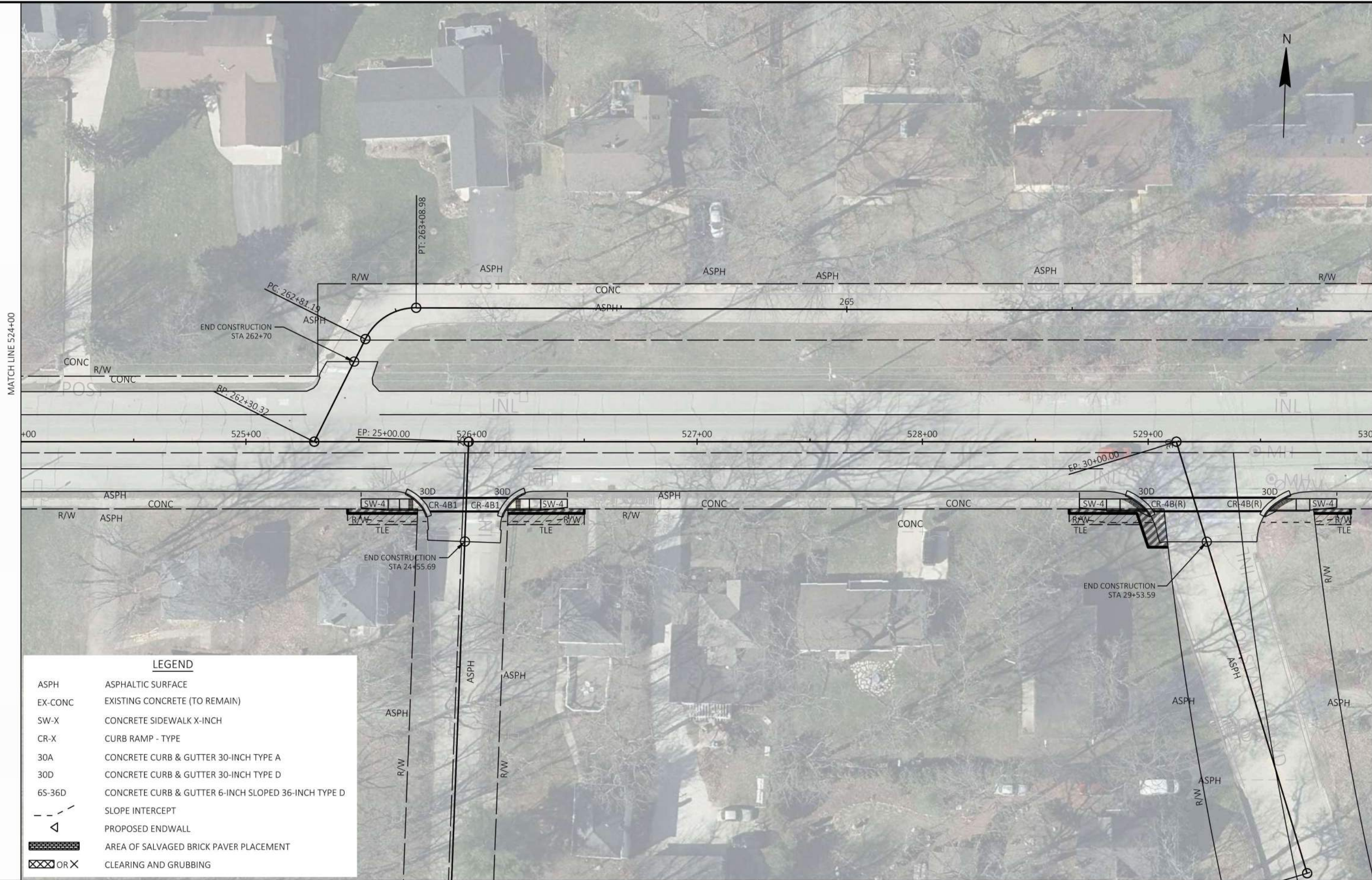




LEGEND

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





2

2 |



PROJECT NO:	3325-08-70
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HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET PRE 63 E

FILE NAME : N:\PDS\C3D\33250800\SHEETS\021201-PD.DWG
LAYOUT NAME - 021247-pd

PLOT DATE : 1/4/2023 10:02 PM

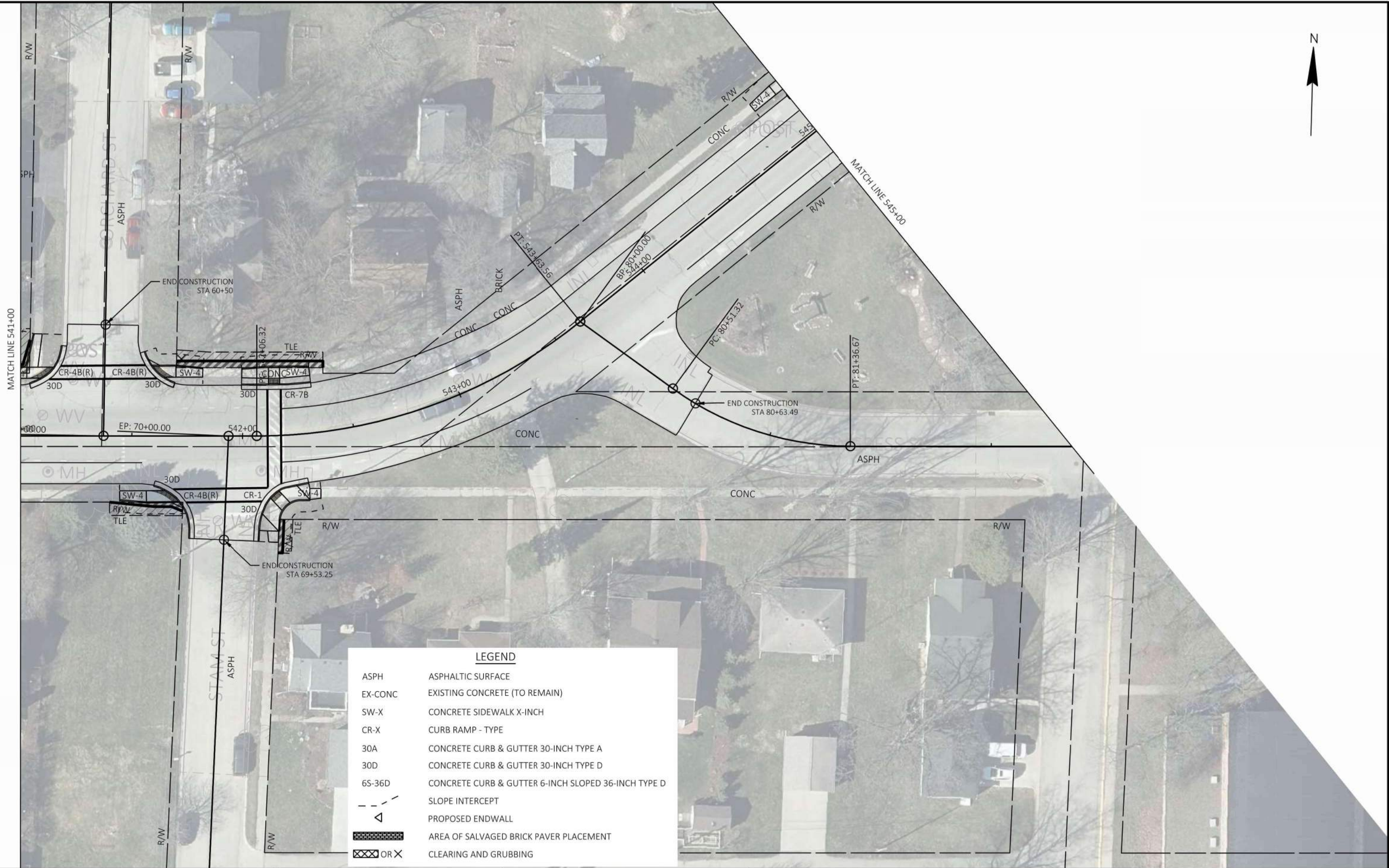
PLOT BY : SENZ, LUKE

PLOT NAME :

PLOT SCALE : 1 IN:40 FT

WISDOT/CADDS SHEET 42





PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET PRE 65 E

FILE NAME : N:\PDS\C3D\33250800\SHEETS\021201-PD.DWG
LAYOUT NAME - 021249-pd

PLOT DATE : 1/4/2023 10:04 PM

PLOT BY : SENZ, LUKE

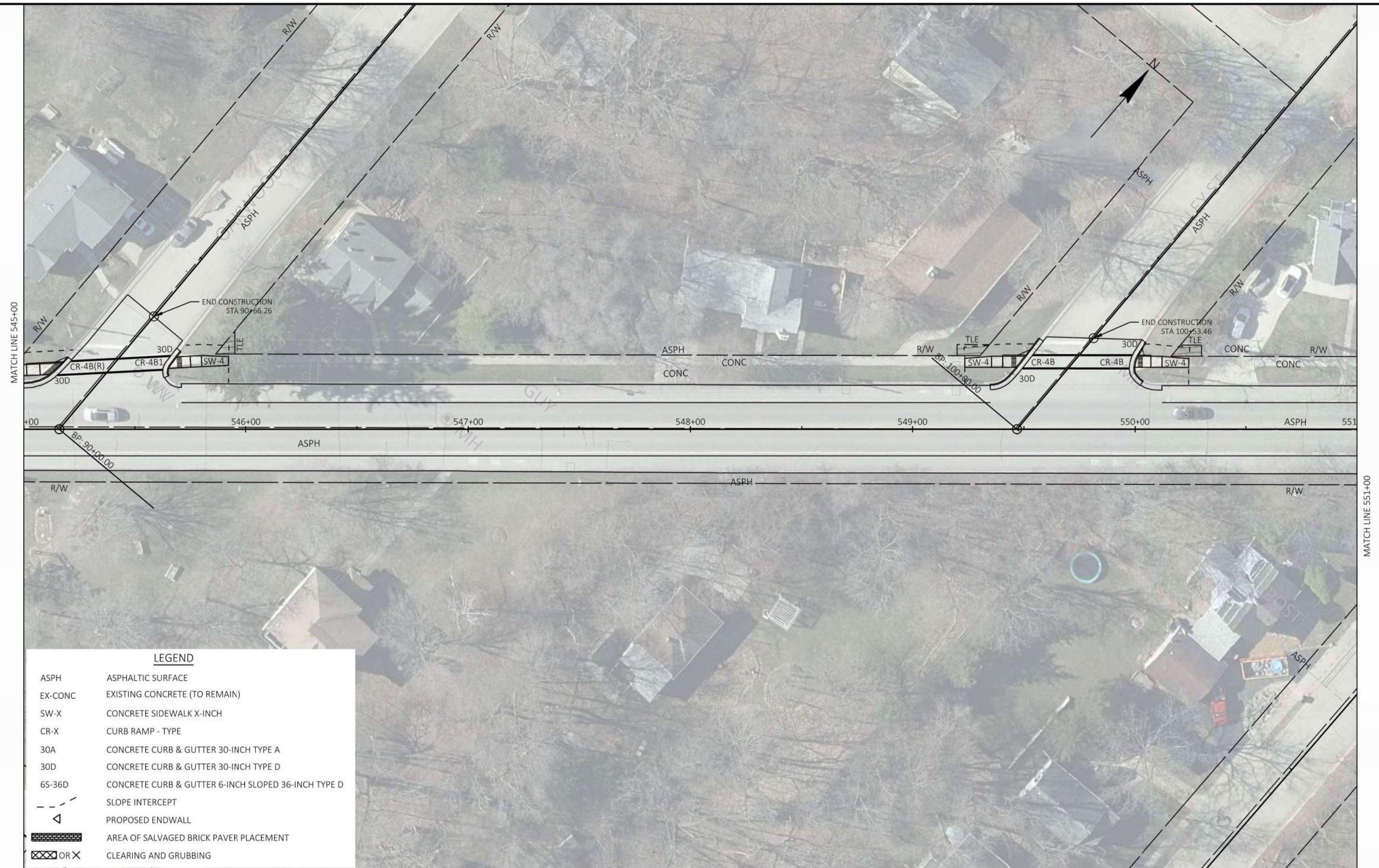
PLOT NAME :

PLOT SCALE : 1 IN=40 FT

WISDOT/CADD SHEET 42

2

2 |



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

PROJECT NO:	3325-08-70
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HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET PRE 66 E

FILE NAME : N:\PDS\C3D\33250800\SHEETS\021201-PD.DWG
LAYOUT NAME - 021250-pd

PLOT DATE : 1/4/2023 10:06 PM

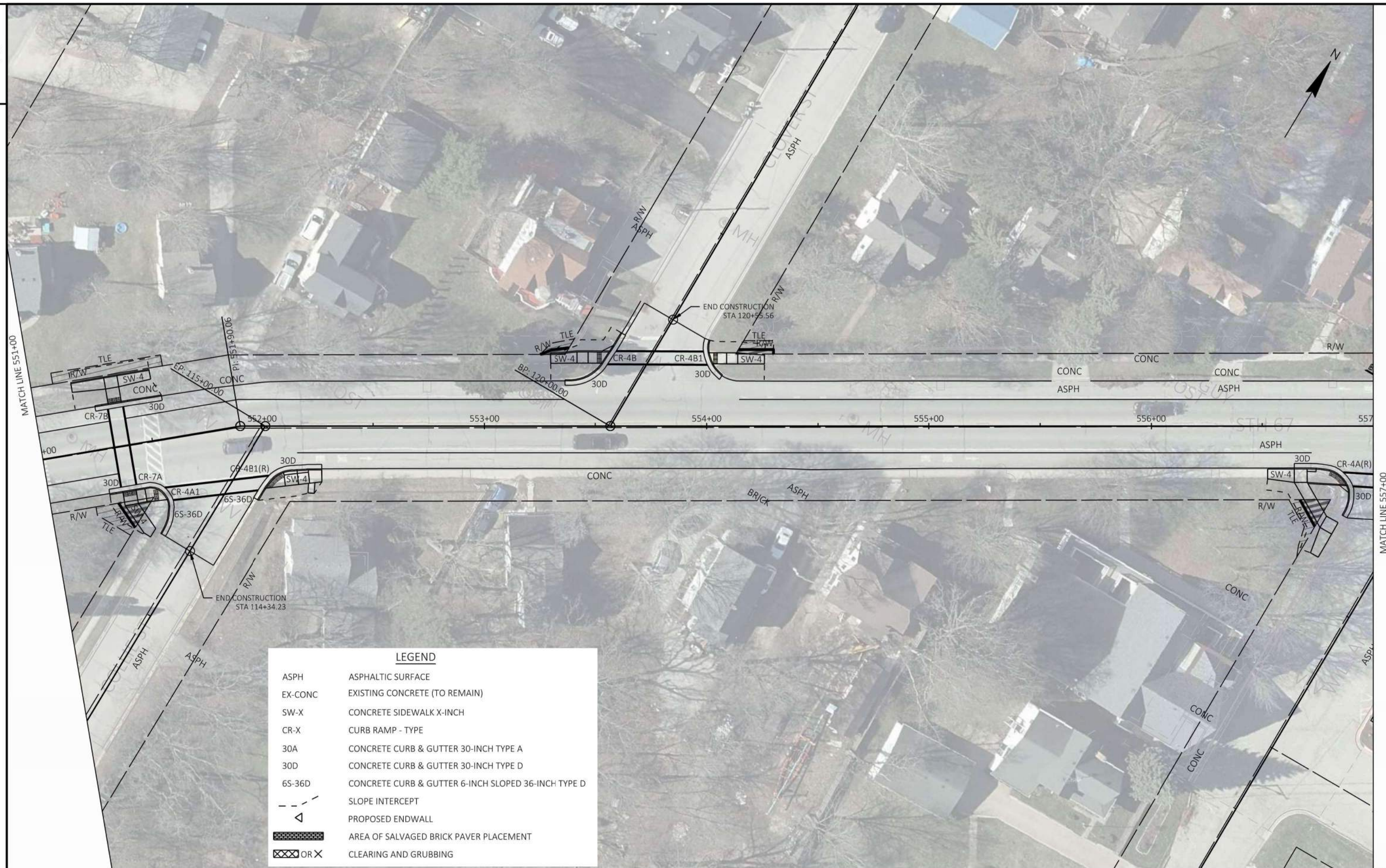
PLOT BY : SENZ, LUKE

PLOT NAME :

PLOT SCALE : 1 IN:40 FT

WISDOT/CADDs SHEET 42

2



<u>LEGEND</u>	
ASPH	ASPHALTIC SURFACE
EX-CONC	EXISTING CONCRETE (TO REMAIN)
SW-X	CONCRETE SIDEWALK X-INCH
CR-X	CURB RAMP - TYPE
30A	CONCRETE CURB & GUTTER 30-INCH TYPE A
30D	CONCRETE CURB & GUTTER 30-INCH TYPE D
65-36D	CONCRETE CURB & GUTTER 6-INCH SLOPED 36-INCH TYPE D
	SLOPE INTERCEPT
	PROPOSED ENDWALL
 OR 	AREA OF SALVAGED BRICK PAVER PLACEMENT
	CLEARING AND GRUBBING

SHEET PRE 67 E

WISDOT/CADDS SHEET 42



LEGEND

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

PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET PRE 68 E

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LAYOUT NAME - 021252-pd

PLOT DATE : 1/4/2023 10:08 PM

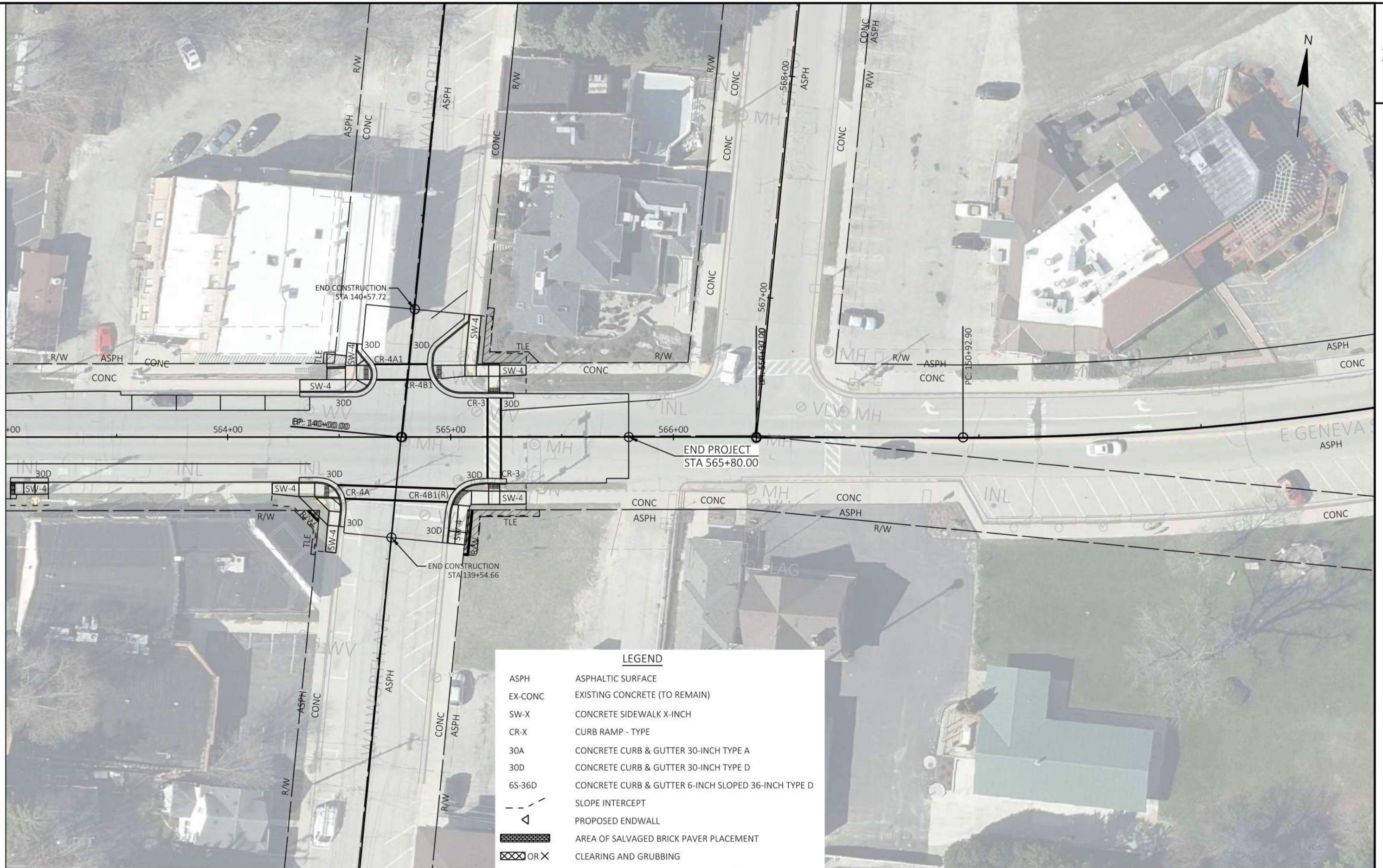
PLOT BY : SENZ, LUKE

PLOT NAME :

PLOT SCALE : 1 IN=40 FT

WISDOT/CADD SHEET 42

MATCH LINE 563+00.15



PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET

PRE 69 E

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

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

PLOT BY: SENZ, LUKE

PLOT NAME:

PLOT SCALE: 1 IN=40 FT

WISDOT/CADD SHEET 42



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, AUGUST 7, 2023, AT 6:45 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Chairman Trustee Russell called the meeting to order at 7:12pm.

Roll Call

Present: Trustees Russell and Wright

Also Present: President Duncan, Trustees Jaramillo, D'Alessandro and Vlach, Administrator Lothspeich, Clerk Kolls, Police Chief Timm, Director of Public Works Edwards, Village Engineer Snyder, Recreation Director Rowland, Allison Schwark; Municipal Code Enforcement.

Meeting Minutes

The motion to approve meeting minutes of July 5, 2023, was initiated by Trustee Wright and seconded by Trustee Russell. Unanimously carried.

Business Lease Renewal for TLS Windsled, Inc.

The motion to recommend Village Board approval of the Business Lease Renewal for TLS Windsled, Inc. was initiated by Trustee Wright and seconded by Trustee Russell. Unanimously carried.

Discussion Regarding Bailey Estates Subdivision Park

Several members of Bailey Estates spoke about the subdivision park. The highlights included:

- Pat Heise, 423 Cambridge Dr, spoke of concerns the cost of a HOA will have on homeowners who are on a fixed income. Heise also spoke of concerns of security issues a park may bring to the neighborhood.
- Enza MacDonald, 463 Chasefield Dr, spoke about the current terrain explaining that it is currently unwalkable. MacDonald explained that she would like to see trees and flowers.
- Greg Nelson, 468 Chasefield Dr, explained that they were told by the builder that when a certain number of homes were constructed the Village would be responsible for the upkeep of the common areas.
- Chris Marken, 423 Ashley Ct, explained that the builder told them there would be no HOA. Marken explained that they would like to see something minimal and natural.
- Josh Frantz, 403 Cambridge Dr, explained that there are many families with small children, and they would like to see a play yard for kids.
- Amy Wolski, 427 Ashley Ct, explained that she would like to see the Village do a survey of what the neighborhood would like to see put in that area.
- Karen Turscany-Lopez, 478 Chasefield Ct, explained that she would like to see pickleball, some trails, walking paths and maybe a skate park.
- Anne Marie Gump, 425 Chesterfield Ct, explained that they would like to see some pickleball courts or walking paths. Gump expressed some concern about any criminal activity a park may bring to the neighborhood and inquired about any crime that has occurred in other parks within the Village.

Village Engineer Snyder explained that at some point the upkeep would be the Village's responsibility and the Villages cost. Trustee Wright explained that community input would be welcome when the Village was ready to move forward.

Recreation Directors Report

Recreation Director Rowland gave a summary of recent events which included the following:

- The Recreation Department recently lost Sheila, their part-time employee, and Rowland has been covering the hours himself but, hoped to have some applications to be reviewed soon.
- Baseball season was now over, and the Football season would be starting in the coming week.
- The first Boo in the Bay meeting was held, and they are planning to have it October 7th this year at the school. They are planning to include tailgating with free food, pumpkin carving for kids, and a costume contest in a runway style. The event is expected to be a lot of fun.

Adjourn

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Russell at 7:32pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



EDGEWATER PARK USE AND POLICY CONTRACT

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

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

1) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four (4) weeks prior to the event.

2) Organizations requesting the park must be non-profit, civic-minded Williams Bay based groups or have a constituency composed primarily of Williams Bay residents. Organization must also possess liability and worker's compensation insurance as required by the Village Board for your particular event.

3) A Five Hundred Dollar (\$500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.

4) Organization using the Park agrees to repair or replace any items broken, stolen or lost, such as mops, brooms or cleaning equipment; lights or bathroom fixtures, lawn turf, etc., during the time the Park is used.

5) Organization using the Park must keep the park clean and orderly during your event, including allowing others to freely access the park and the bathrooms. Also, agrees to pick up litter as it accumulates and clean rest rooms during the time of your event. All clean up must be performed by 10:00 AM of the day following the event unless specifically changed by the Village Administrator.

7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.

8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.

- a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.01 shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.
- b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.
- c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.
- d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.
- e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.
- f) A list of those serving alcoholic beverages at this event must accompany this contract.

A handwritten signature in black ink, appearing to be "JL", is written over a horizontal line.



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

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

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

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

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

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

Indemnification:

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

General Information

Name: Jack Lothian Organization: Williams Bay Lions Club

Address: 556 Park Ridge Rd

Phone: 262-215-2197 Email: john.m.lothian@gmail.com

Title of Event: Williams Bay Lions Club Nick Caselli Rocking Car Show

Date(s) requested: 10/14/2023 Is event open to public? (circle one) YES NO

Summary of Event including the approximate number of attendees:

This will be our 3rd annual car show. We will setup the park the evening before (mostly under the pavillion). We will begin parking cars in the park at 7:30, with the show opening at 10 am. There will be food and drinks (including beer) available for purchase during the event. The show ends at 2pm. We will use a speaker system for music and announcements.

Contact Information (if different than above)

Name: Same Organization: _____

Address: _____



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: 262-215-2197 Email: williamsbaylionsecretary@gmail.com

Handwritten initials, possibly "AC", written in black ink over a horizontal line.



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

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

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

DATED this 29th day of August, 2023

Group or organization Williams Bay Lions Club

Our liability insurance provided by: West Bend Mutual Insurance
(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: [Signature]
President or other authorized signatory

VILLAGE USE ONLY

Date application received: 8-29-2023 Received by: TK

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2023

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

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

PRODUCER Johannesen Farrar, Inc. 512 E. Walworth Avenue P.O. Box 347 Delavan WI 53115	CONTACT NAME: Kira Johnson PHONE (A/C, No, Ext): (262) 728-2631 E-MAIL ADDRESS: kiraj@jinsurance.com FAX (A/C, No): (262) 728-2312
INSURED Williams Bay Lions Club PO Box 550 Williams Bay WI 53191	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			1451578	07/20/2023	07/20/2024	EACH OCCURRENCE \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$
	☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 100,000
	OTHER:						GENERAL AGGREGATE \$ 200,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 200,000
	ANY AUTO						Additional Insured \$
	OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

RE: Williams Bay Car Show - October 14th, 2023.

CERTIFICATE HOLDER**CANCELLATION**

The Village of Williams Bay 250 Williams Street P.O. Box 580 Williams Bay, WI 53191	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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VILLAGE OF WILLIAMS BAY

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

VILLAGE OF WILLIAMS BAY RESOLUTION NO. R-54-23

A RESOLUTION APPROVING EDGEWATER PARK USE AND POLICY CONTRACT (Williams Bay Lions Club Nick Caselli Rocking Car Show)

WHEREAS, on September 5, 2023, the Village of Williams Bay Parks and Lakefront Committee determined that it is in the best interests of the Village and its residents to authorize approval of the attached Edgewater Park Use and Policy Contract:

(1.) Williams Bay Lions Club Nick Caselli Rocking Car Show on October 14, 2023

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 Edgewater Park Use and Policy Contract.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, upon recommendation by the Parks and Lakefront Committee, do hereby ordain approval of this Edgewood Park Use and Policy Contract:

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 Use and Policy Contract and authorizes the event, therefore.

Approved by the Village Board of the Village of Williams Bay this XXth day of September 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

PROPOSAL: WB82432
DATE: 8/24/2023

PROPOSAL ODLING CONSTRUCTION, INC.

4941 TOWNHALL RD.
DELAVAN, WI 53115
PHONE: 262-728-5148
FAX: 262-728-0290

PROJECT: OWNER: Village of Williams Bay
ADDRESS: 250 Williams St
CITY, ST: Williams Bay, WI 53191
Email: dsnyder@baxterwoodman.com
PHONE: 262-492-1462 Att. Doug Snyder B/W
PROJECT ADDRESS: Edgewater Park
Williams Bay, WI 53191

WE HEREBY PROPOSE TO FURNISH THE MATERIAL AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

LOAD AND DISPOSE OF DREDGED MATERIAL

INCLUDED: Provide hauling of dredged material from village location to disposal location
Provide loading of material
Remove app. 420 cubic yards

Total \$16,000.00

NO PERMITS INCLUDED

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSON OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO CO-OPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMAN MANNER AND DONE ACCORDING TO STATE AND LOCAL CODES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL.

PAYMENT IN FULL WILL BE DUE 30 DAYS FROM DATE ON FIRST INVOICE. 1.5% INTEREST PER MONTH WILL BE CHARGED ON ANY BALANCE AFTER 30 DAYS.

RESPECTFULLY SUBMITTED

Dean Odling

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS SPECIFIED ABOVE.

DATE _____

SIGNATURE _____

Project	Estimate/Borrowed	New Estimate	Deficit	Adjustment	Notes
Basketball/Tennis Courts w/Elec	\$250,000	\$260,743	(\$10,743)	\$10,750	Xfer from Theatre Rd Concession project
Basketball/Tennis Courts w/Lights	\$250,000	\$329,144	(\$79,144)	\$0	
Southwick Creek Dredging	\$0	\$180,000	(\$180,000)	\$180,000	Xfer from E Geneva St Project;
Lime Reactor Cleaning	\$200,000	\$343,000	(\$143,000)	\$143,000	Xfer from Southwick Creek Realignment
Well 2 Pump Replacement	\$0	\$153,169	(\$153,169)	\$153,169	Xfer from Southwick Creek Realignment
Sewer Pipe Lining	\$200,000	\$100,000	\$100,000	\$0	Pay from borrowing instead of budget
Projects Affected					
Southwick Creek Realignment	\$500,000			(\$143,000)	Lime Reactor Cleaning
				(\$153,169)	Well 2 Pump
				(\$42,000)	SEWPC Study re Flood Plain
				(\$18,600)	Well 3 Pump Engineering
				(\$16,978)	Southwick Creek Dredging
				(\$373,747) Total	
				\$126,253 Balance	
East Geneva Street Rehab	\$1,035,000			(\$180,000)	Southwick Creek Dredging
				\$855,000 Balance	
Theatre Road Concession/Rest Room	\$100,000			(\$10,750)	Basketball/Tennis Courts
				\$89,250 Balance	



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES SPECIAL PROTECTIVE SERVICES COMMITTEE MEETING 8/7/2023 MEETING

MONDAY, AUGUST 7, 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 Lions Club Temporary Class "B" and "Class B" Retailer's License Application for August 10, 2023 through August 13, 2023

The motion to Approve the Williams Bay Lions Club Temporary Class "B" and "Class B" Retailer's License Application for August 10, 2023 through August 13, 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 06:23pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE MONDAY, AUGUST 7, 2023, AT 6:45 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Chairman Trustee Vlach called the meeting to order at 7:07pm

Roll Call

Present: Trustees Vlach, Jaramillo, and Russell

Also Present: President Duncan, Trustees Wright, and D'Alessandro, Administrator Lothspeich, Clerk Kolls, Police Chief Timm, Director of Public Works Edwards, Village Engineer Snyder, Recreation Director Rowland, Allison Schwark; Municipal Code Enforcement.

Meeting Minutes

The motion to approve the meeting minutes of July 5, 2023, was initiated by Trustee Jaramillo and seconded by Trustee Russell. Unanimously carried.

Police Department Monthly Numbers

The Committee reviewed the July 2023 Police monthly numbers.

Police Chief's Monthly Report

Chief Timm gave a summary of recent events which included the following:

- Officer Borgen will be returning to school in September.
- With Officer Hammett leaving the Department they lost their emergency vehicle operations instructor, which was a biannual requirement, so Lieutenant Kostock took the instructor course.
- The Department had been planning for Corn & Brat and felt very prepared.
- Several members of the Department attended the National Night out event in Walworth County last week which Chief felt went great.
- Part-time staffing was discussed and Chief Timm explained that there are currently three part-time officers, Murphy, Rossman and Gates. Gates would be leaving the department in September to go back to school. Rossman works about 2 days a year and Murphy works 2-4 days a year however they are crucial as they are instructors, so it saves having to send people out. Chief Timm went on to explain that new graduates don't seem to want to work a second job, so part-timers are not really a thing anymore. Graduates are going straight into full time positions.

Adjourn

The motion to adjourn was initiated by Trustee Jaramillo and seconded by Trustee Russell at 7:12pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

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: August 31, 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 10/14/2023 and ending 10/14/2023 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

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization

☐ Fair Association

(a) Name Williams Bay Lions Club

(b) Address _____

(Street)

☐ Town

☐ Village

☐ City

(c) Date organized 1946

(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 Karyl McKillip

Vice President Tom Lothian

Secretary Jack Lothian

Treasurer Bruce Nelson

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

556 Park Ridge 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 (Pavilion Area)

(b) Lot _____ Block _____

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

(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 Club Nick Caselli Rocking Car Show

(b) Dates of event October 14, 2023

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Williams Bay Lions Club

(Name of Organization)

Officer _____

(Signature/date)

Officer _____

(Signature/date)

Officer _____

(Signature/date)

Officer _____

(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-56-23**

**A RESOLUTION GRANTING TEMPORARY “CLASS B” FERMENTED MALT BEVERAGE AND
TEMPORARY “CLASS B” WINE LICENSE TO
WILLIAMS BAY LIONS CLUB FOR NICK CASELLI ROCKING CAR SHOW**

WHEREAS, on September 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 Lions Club for Nick Caselli Rocking Car Show on October 14, 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 licensed operators 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 XXth day of August 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



MEMORANDUM

DATE: SEPTEMBER 5, 2023
TO: COMMITTEE MEETINGS
FROM: TINA KOLLS, VILLAGE CLERK
RE: KISHWAUKETOE NATURE CONSERVANCY - FRIENDS OF KISHWAUKETOE
TEMPORARY "CLASS B" RETAILER'S LICENSE APPLICATION FOR OCTOBER 14,
2023 AND OCTOBER 15, 2023

To: Protective Services Committee
Re: Multiple Events

Harold Friestad is requesting that you consider waiving the \$10.00 fee for this application.

I also wanted to point out that upon receipt of this application for Temporary "Class B" Retailer's License Application for Kishwauketoe Conservancy - Friends of Kishwauketoe, I realized we had already received an Edgewater Park Use and Policy Contract from the Williams Bay Lions Club for the Nick Caselli Rocking Car Show which is also requesting a Temporary Class "B" and "Class B" Retailer's License for the same date.

I had a brief discussion with Police Chief Timm so he is aware that there may be a need for some overtime hours if these events are approved.

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: 8/31/23

☐ Town ☒ Village ☐ City of WILLIAMS Bay

County of WALLWORTH

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 10/14 and ending 10/15 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

☒ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization

☐ Fair Association

(a) Name KISHWAUKETOE NATURE CONSERVANCY - FRIENDS OF KISHWAUKETOE

(b) Address 251 ELKHORN ROAD PO BOX 580 WILLIAMS Bay, WI 53191
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 1990

(d) If corporation, give date of incorporation NO

(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 HAROLD FRIESTAD - 355 FROST DR. WILLIAMS Bay, WI

Vice President SUE FRANZEN - 372 W GENEVA ST. WILLIAMS Bay, WI 53191

Secretary JAMES WASSON - 205 WILLIAMS ST., WILLIAMS Bay, WI 53191

Treasurer RICK PINELL - W4335 LAUREL ST. LAKE GENEVA, WI 53147

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

HAROLD FRIESTAD 355 FROST DR. 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 251 ELKHORN RD

(b) Lot KISHWAUKETOE NATURE CONSERVANCY Block

(c) Do premises occupy all or part of building? NO

(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 KISHWAUKETOE WINE WALK

(b) Dates of event 10/14 - 10/15

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

(Name of Organization)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-55-23**

**A RESOLUTION GRANTING TEMPORARY “CLASS B” FERMENTED MALT BEVERAGE LICENSE TO
Kishwauketoe Nature Conservancy – Friends of Kishwauketoe – Kishwauketoe Wine Walk**

WHEREAS, on September 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” Retailers License by the Kishwauketoe Nature Conservancy – Friends of Kishwauketoe for their Kishwauketoe Wine Walk to be held October 14, 2023 and October 15, 2023; and

WHEREAS, the area for wine will encompass the entirety of the Kishwauketoe Nature Conservancy located at 251 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 XXth day of September 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

Custom Report

Technician Name: administrator

Location: Walworth Avenue

State/Province: Wisconsin

Address: 2 N Walworth

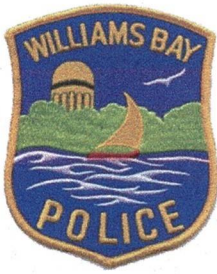
Postal Code/ZIP: 53191

City: Williams Bay



Report Period: 7/28/2023 to 8/15/2023 12:00:59 AM

		Total Vehicle Count	Number of Speed Limit Violations	Average Vehicle Speed	Maximum Speed
7/28/2023	00:00:00	1,097	174	19	34
7/29/2023	00:00:00	1,581	227	19	37
7/30/2023	00:00:00	1,378	183	19	39
7/31/2023	00:00:00	911	171	^H 20	35
8/1/2023	00:00:00	909	156	^H 20	37
8/2/2023	00:00:00	952	176	^H 20	35
8/3/2023	00:00:00	1,086	193	^H 20	35
8/4/2023	00:00:00	1,339	^H 270	^H 20	37
8/5/2023	00:00:00	1,429	219	19	37
8/6/2023	00:00:00	1,093	154	^H 20	35
8/7/2023	00:00:00	748	146	^H 20	35
8/8/2023	00:00:00	809	139	19	37
8/9/2023	00:00:00	848	149	^H 20	37
8/10/2023	00:00:00	1,011	174	^H 20	37
8/11/2023	00:00:00	1,192	203	19	39
8/12/2023	00:00:00	^H 1,655	146	18	32
8/13/2023	00:00:00	1,292	160	19	34
8/14/2023	00:00:00	559	136	19	37
		SUM: 19,889	SUM: 3,176	AVG: 19	



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

Police Department Surplus List Updated 08/23/2023

Item #	Quantity	Description	Location
1	1	Jotto desk police center console and mounting equipment	POD north shelf 2
2	3	Single point rifle sling	POD north self-2 – boxed
3	3	Streamlight TLR HL Weapon Lights	POD north shelf 2 - boxed
4	1	Digital Alley recording system. (1) mirror (1) forward facing camera (3) back up cameras	POD north shelf 2 boxed
5	1	Sound Off signal controller head and misc. red / blue lights	POD north shelf 2 – boxed
6	2	Rifle lights with mounting equipment and pressure pad	POD north shelf 2 – boxed
7	?	5 gal bucket or misc. empty .223 brass	POD north shelf 2
8	1	Whelen Cencom controller head and flasher unit	POD north shelf 2 – boxed
9	1	Sound Off Signal LED Light Bar w/ amber traffic advisor	POD north shelf 3
10	3	Rock River rifle cases	POD
11	3	Police radio speakers	POD north shelf 3
12	4	Misc 12-gauge shotgun target loads	POD north shelf 2
13	4	Misc 20-gauge shotgun target loads	POD north shelf 2



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, AUGUST 7, 2023, AT 6:45 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Chairman Trustee Jaramillo called the meeting to order at 7:37pm

Roll Call

Trustees Jaramillo, D'Alessandro, and Wright

Also Present: President Duncan, Trustees Vlach and Russell, Administrator Lothspeich, Clerk Kolls, Police Chief Timm, Director of Public Works Edwards, Village Engineer Snyder, Recreation Director Rowland, Allison Schwark; Municipal Code Enforcement.

Meeting Minutes

The motion to approve the meeting minutes of July 5, 2023, was initiated by Trustee D'Alessandro and seconded by Trustee Wright. Unanimously carried.

Ordinance Amending Section 110-5 of the Code of Ordinances of the Village of Williams Bay Concerning Village Board Bylaws

The motion to recommend Village Board approval of the Ordinance Amending Section 110-5 of the Code of Ordinances of the Village of Williams Bay Concerning Village Board Bylaws was initiated by Trustee Wright and seconded by Trustee D'Alessandro.

Ordinance Amending Village Code Re: Tree Preservation Regulations

The motion to recommend referral to Village Board for approval of the Ordinance Amending Village Code Re: Tree Preservation Regulations was initiated by Trustee D'Alessandro and seconded by Trustee Wright. Unanimously failed.

Ordinance Amending Village Code Re: Prohibiting the Transportation of Aquatic Invasive Species as proposed by the Geneva Lakes Environmental Agency (GLEA)

The motion to recommend Village Board approval of the Ordinance Amending Village Code Re: Prohibiting the Transportation of Aquatic Invasive Species as Proposed by the Geneva Lakes Environmental Agency (GLEA) was initiated by Trustee Jaramillo and seconded by Trustee Wright. Unanimously carried.

Adjourn

The motion to adjourn was initiated by Trustee D'Alessandro and seconded by Trustee Wright at 8:09pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

These are not official minutes until approved by the BZO Committee

Chapter 331. Trees

§ 331-2. Tree removal.

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 removal 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 the tree removal permit by the Tree Commissioner shall be required prior to natural shrubbery and tree removal in the shoreland area. (See also requirements in Section 390-0822).

(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. (See also requirements in Section 390-0822).

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 may not apply to the Village of Williams Bay Department of Public Works, or any planned Village project whether on public or private property, however, applicability shall be determined on a case by case basis and each project shall be reviewed by the Village before beginning. 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 may be 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. 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 shall be made payable to the Friends of Kishwauketoe, Ltd. Any fee required shall be deposited with the Village Clerk prior to the tree permit being released. The Village Clerk will make a record of the fee, notify the Tree Commissioner and forward the fee to the Friends of Kishwauketoe, Ltd.

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.

Chapter 331. Trees

§ 331-2. Tree removal.

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.

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~~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.~~

B.A. 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 removal building 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 1/2 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. The area of a lot not designated as the building activity area where all trees six inches in diameter or larger measured at a point on the tree four feet above grade level shall be preserved.~~

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 shall be protected, and require a tree removal permit.

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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.

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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).

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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 approval of the tree removal permit by written permission of the Tree Commissioner shall be required prior to natural shrubbery and tree removal in the shoreland area. (See also requirements in Section 390-0822).

(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 written permission of the Tree Commissioner shall be required prior to natural shrubbery and tree removal in the steep slope area. (See also requirements in Section 390-0822).

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.

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

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(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.

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

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

(2) Exceptions. This section may not apply to the Village of Williams Bay Department of Public Works, or any planned Village project whether on public or private property, however, applicability shall be determined on a case by case basis and each project shall be reviewed by the Village before beginning. Under the following conditions, trees may be removed from the tree preservation area after obtaining a tree removal permit/written permission 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 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 from the building activity area which is as 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.

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(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

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(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:

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(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.

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(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.

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(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.

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F. 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 shall be made payable to the Friends of Kishwauketoe, Ltd. Any fee required shall be deposited with the Village Clerk prior to the tree permit being released. The Village Clerk will make a record of the fee, notify the Tree Commissioner and forward the fee to the Friends of Kishwauketoe, Ltd.
[Added 7-6-2021 by Ord. No. 2021-07th]

GF. 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.

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

IH. 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 1030 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.

JL. 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.

ORDINANCE #2023-_____
AN ORDINANCE AMENDING SECTION 390-1003 D. OF THE CODE OF ORDINANCES
REGULATING POLITICAL SIGNS AND CREATING SECTION 390-1003 I. OF THE CODE OF
ORDINANCES REGULATING EVENT-BASED SIGNS

WHEREAS, the Village of Williams Bay Building, Zoning and Ordinance Committee having recommended amending Section 390-1003 of the Code of Ordinances to ensure compliance with applicable federal and state legal requirements; and

WHEREAS, the Plan Commission of the Village of Williams Bay having held a duly noticed public hearing to address the proposed amendment of Section 390-1003 D., and the creation of Section 390-1003 I.; and

WHEREAS, following said public hearing, the plan commission having voted to recommend to the Village Board of the Village of Williams Bay the proposed amendment to Section 390-1003 D. and the creation of Section 390-1003 I. of the Code of Ordinances of the Village of Williams Bay; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is necessary to regulate the size, shape and placement of signs as well as their electrical, mechanical or audio auxiliary to ensure traffic or pedestrian safety, and to regulate the time period during which event-based signage may remain in place in order to address nuisances from such signs which remain in place long after the event and which serve no purpose in informing the public of the completed event, and so having determined that is appropriate to accept the recommendation of the Plan Commission and the Building, Zoning and Ordinance Committee concerning the amendment of Section 390-1003 D. and the creation of Section 390-1003 I. of the Code of Ordinances of the Village of Williams Bay.

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

Section I. Section 390-1003 D. of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

D. Political signs, defined as signs erected for the purpose of soliciting support for or opposition to a candidate or political party or relating to a referendum question or otherwise containing a political message, subject to all of the following:

(1) The sign is erected entirely on private property with the property owner's consent.

(2) The sign does not exceed 11 square feet of surface area or is a fixed to a permanent structure and does not extend beyond the perimeter of the structure or violate an applicable building code.

(3) The sign does not contain flashing lights or moving parts.

(4) The sign is not erected in a location where it constitutes a traffic hazard, including not within any public right-of-way.

Section II. Section 390-1003 I. of the Code of Ordinances of the Village of Williams Bay is hereby created to read as follows:

I. Event-based signage shall be removed within seven (7) days after the referenced event.

Section III. This ordinance shall take effect upon passage and publication as provided by law.

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

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

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

MEMORANDUM

To: Mark Schroeder
From: Daniel Fabrizio
Date: July 14, 2023
Re: Village of Williams Bay – Sign Zoning

Question Presented:

What can the Village do to regulate permanent political message signs not tied to specific elections or ballots?

Short Answer:

Any regulation of political signs would need to remain topic neutral in addition to limiting itself to *time, place, and manner* forms of regulation.

Law:

Truly content neutral regulations that would be subject to intermediate scrutiny must not only treat differing viewpoints with neutrality, but must also treat different topics and subject matters with neutrality. *Reed v. Town of Gilbert*, 576 U.S. 155, 163 (2015). Wisconsin has imposed certain restrictions upon municipal regulation of political messages during elections on residential property. Wis. Stat. §§ 12.04, 12.035.

Discussion:

The Wisconsin statutes differentiation of “political messages” on signs likely causes this ordinance to fail under strict scrutiny. This does not mean that a municipality may still not be able to impose some regulations on these political signs.

One possible option, on which the courts are split, is to regulate event-based signage. *Curry v. Prince George’s County, Md.*, 33 F.Supp.2d 447 (D. Md 1999); *ANSWER v. District of Columbia*, 846 F.3d 391, 403 (D.C. Cir. 2017). Wisconsin does this to some extent, generating an “election campaign period”. This definition may not survive strict scrutiny. A broad regulation requiring event-based signage to be removed after the event may be permissible. While this could allow municipalities to regulate and remove some generalized signs based upon the completion of an election (including those that commonly include the name of a previously elected or elected candidate), the issue such generalized political signs could pose is that while the prior event may be over, courts have looked with disfavor upon limitation prior to the event, for which such generalized signs could be advocating for in the future despite their attachment to prior events. *Dimas v City of Warren*, 939 F. Supp. 554 (E.D. Mich. 1996), *Curry*. Without the ability to place a limitation prior to the event, generalized signs could be advocating for the 2032 election cycle.

Another option is imposing limitations upon all signs with neutrality under *time, place, and manner* restrictions. The Village’s current ordinance does address some of these facets. The Village has the ability to restrict objective standards such as the size, location, materials, lighting,

portability, and number of signs. While the Village can impose these restrictions by ordinance, these ordinances would still be subject to intermediate scrutiny and require an important government interest and substantial relation to that interest. Additionally, the Village would need to keep in mind whether the ordinance is narrowly tailored to that interest and leaves open adequate alternative channels of speech.

Conclusion:

Perhaps a simplification, but if the ordinance requires that the sign be read to determine how it is affected by the ordinance, then that ordinance is likely unconstitutional. Additionally, the ordinance would need to be related to an important government interest such as aesthetics, blight, or traffic safety or be similarly unconstitutional.

ORDINANCE #2023-09
AN ORDINANCE AMENDING SECTION 22-1D. OF THE CODE OF ORDINANCES OF THE
VILLAGE OF WILLIAMS BAY CONCERNING THE MUNICIPAL JUDGE BOND AND OATH

WHEREAS, the Village of Williams Bay Building, Zoning and Ordinance Committee having recommended the amendment of Section 22-1D. of the Code of Ordinances to bring same into compliance with the applicable statutory requirements of Wis. Stat. § 755.03, concerning the oath and bond of the municipal judge; and

WHEREAS, the Village Board of the Village of Williams Bay, having determined that it is appropriate to accept the recommendation of the Building, Zoning and Ordinance Committee and amend Section 22-1D. of the Code of Ordinances in order to bring same into compliance with the statutory requirements of Wis. Stat. §755.03, concerning the oath and bond of the municipal judge.

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

Section I. Section 22-1D. of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

D. Bond; oath.

(1) The Municipal Judge, ~~shall execute and file with the Clerk of the Courts for Walworth County the oath after election or appointment, shall take and file with the Village Clerk the official oath as~~ prescribed in § 757.02 (1), Wis. Stats., ~~and at the same time execute and file with the Village Clerk~~ an official bond in such amount as shall be fixed by resolution of the Village Board. ~~The Village shall pay the costs of the bond. The judge may not act as such until he or she has complied with the requirements of sub. 2.~~

~~(2) The Municipal Judge shall not be qualified to act until a certified copy of the bond is filed with the Village Clerk and a certified copy of the Oath is filed with the office of the Director of State Courts as required by § 755.03, Wis. Stats. [Amended at time of adoption of Code (see Ch. 1, General Provisions, Art II)]~~

(2) Within 10 days after the Municipal Judge takes the oath, the judge shall file the oath and the official bond with the Village Clerk. The judge shall file a certified copy of the oath with the Office of Director of State Courts within the 10-day time period after the judge takes the oath.

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

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

UNOFFICIAL MINUTES WATER AND SEWER COMMITTEE MONDAY, AUGUST 7, 2023, AT 6:45 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Trustee Vlach called the meeting to order at 7:32pm

Roll Call

Present: Trustees Jaramillo, and Vlach

Also Present: President Duncan Trustees D'Alessandro, Russell and Wright, Administrator Lothspeich, Clerk Kolls, Police Chief Timm, Director of Public Works Edwards, Village Engineer Snyder, Recreation Director Rowland, Allison Schwark; Municipal Code Enforcement.

Meeting Minutes

The motion to approve the meeting minutes of July 5, 2023, was initiated by Trustee Jaramillo and seconded by Trustee Vlach. Unanimously carried.

The motion to approve the meeting minutes of July 12, 2023, was initiated by Trustee Jaramillo and seconded by Trustee Vlach. Unanimously carried.

Project Approval for Cured In Place Pipe (CIPP) Sanitary Sewer Lining and Televising

Director of Public Works Edwards explained that this was a proposal for lining a series of sewer pipes from Hill Street to Valley Street. Edwards explained that he has put the project out for bid to four companies and has received interest from two. Edwards explained that the project is estimated to cost \$80,000.00 and that there is money in the borrowed fund for this project. Edwards explained that this project is to update bad pipes.

Public Works Director Report

The Public Works Director had no report.

Engineers Report

Village Engineer Snyder gave a brief report which included the following:

- DOT East/West of 67 still owes the Village a State Municipal agreement which he is expecting to receive any day.
- Corrosions Study/Water plant mods is still at DNR for approval.
- Harris Road Lift Station is at DNR for approval.

Adjourn

The motion to adjourn was initiated by Trustee Jaramillo and seconded by Trustee Vlach at 7:37pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

**VILLAGE OF WILLIAMS BAY, WISCONSIN
HIGHWAY 67 WEST UTILITY IMPROVEMENTS
ENGINEERING DESIGN SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 2325940.00

Project Description:

The Project consists of the replacement of sanitary sewer and water main as part of the upcoming WisDOT resurfacing of State Highway 67 from Elkhorn Road to the west Village limit.

See the STH 67 West Utility Improvements – Revised Recommendation dated May 9, 2023. The identified streetscaping is not included in the scope of work.

Engineering Services:

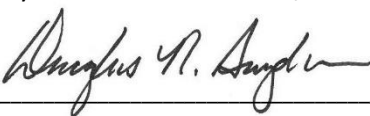
Specific Engineering services are described in the Master Engineering Services Agreement between the Village and Engineers dated October 16, 2017. A detailed scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B, attached hereto.

Compensation:

Compensation for the services will be in accordance with the Master Engineering Services Agreement dated October 16, 2017. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, a lump sum fee of \$195,000.

Submitted by: **Baxter & Woodman, Inc.**

By:



Douglas R. Snyder, P.E.

Title: Vice President

Date: August 24, 2023

Approved: **Village of Williams Bay, WI**

By:

William B. Duncan

Title: President

Date:

Attest:

Tina Kolls, Clerk

Additional Comments: WisDOT will bid the project and provide construction management services. The Village is waiting for the State-Municipal Agreement (SMA) associated with this project. A future work order will include construction observation services.

PROJECT DESCRIPTION

The Project consists of the replacement of sanitary sewer and water main as part of the upcoming WisDOT resurfacing of State Highway 67 from Elkhorn Road to the west Village limit.

See the STH 67 West Utility Improvements – Revised Recommendation dated May 9, 2023. The identified streetscaping is not included in the scope of work.

- ***Authorization to Proceed – September 2023***
- ***60% Utility Drawings to WisDOT – March 1, 2024***

The following items are not included within the scope; we believe they are not necessary or provided by others:

- Digital Base Plan Sheets of Highway 67 (provided by WisDOT)
- Geotechnical Soils Investigation / Subsurface Utility Investigation
- Survey Plats, Legal Descriptions, or Easement Documentation
- Underground utility design outside the limits of the side street intersections

SCOPE OF SERVICES

1. **PROJECT MANAGEMENT** – Plan, schedule, and control the activities to complete the Project. These activities include, but are not limited to, budget, schedule, and scope. Confer with the Village's staff and project team as needed to achieve the goals of the Project and to clarify and define the general scope, extent, and character of the Project.
2. **MEETINGS WITH VILLAGE STAFF** – Conduct meetings with Village staff during the design of the Project to review and discuss design issues. Anticipated meetings with Village staff and the design team include a Project Kick-off Meeting, and two Design Review Meetings: a preliminary pipeline alignment meeting to review the initial layout of the sewers and water mains; and a meeting before submittal of the final design to WisDOT.
3. **EXISTING CONDITIONS REVIEW** - Review existing plans, drawings, utility atlases, plats, and reports. The Owner will obtain and provide digital Base Plan Sheets from WisDOT.
4. **FINAL DESIGN DRAWINGS** - Prepare Design Documents consisting of Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor selected by the Village.

5. ESTIMATE OF COST – Prepare an opinion of probable construction cost.
6. QUALITY CONTROL REVIEW – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimate of cost for the Project.
7. AGENCY SUBMITTAL - Submit permit application to WDNR Water and Wastewater Sections for the construction and operation of the new sanitary sewers and water mains. Respond to comments and revise Project documents accordingly.

P:\WLMSV\2325940-STH 67 West\Contracts\Work Order 2325940.00.docx

Client: WLMSV

Plan Number: 2325940.00

Plan Name: WLMSV STH 67 West

Deliverable	Sub-Deliverable	Employee	Planned Hrs	Labor Compensation	Reimbursable Expenses	Total Compensation
Totals			1,050.00	\$194,800.00	\$200.00	\$195,000.00
01 - Project Administration			136.00	\$30,000.00	\$200.00	\$30,200.00
			0.00			
	01A - Manage Project		104.00	\$23,000.00		\$23,000.00
	01A	Brett Biwer	80.00			
	01A	Doug Snyder	24.00			
	02A - Attend Meetings		32.00	\$7,000.00	\$200.00	\$7,200.00
	02A	Brett Biwer	24.00			
	02A	Doug Snyder	8.00			
02 - Preliminary Design			332.00	\$57,000.00		\$57,000.00
		Brett Biwer	120.00			
		Doug Snyder	32.00			
		Ursula Botsch	180.00			
03 - Final Design			581.00	\$107,800.00		\$107,800.00
			0.00			
	03A - Utility Coordination		60.00	\$12,000.00		\$12,000.00
	03A	Brett Biwer	60.00			
	03B - Prepare Drawings		160.00	\$23,000.00		\$23,000.00
	03B	Ursula Botsch	160.00			
	03C - Prepare Project Manual		96.00	\$18,400.00		\$18,400.00
	03C	Brett Biwer	80.00			
	03C	Julie Crayton	16.00			
	03D - Infrastructure Design		152.00	\$32,400.00		\$32,400.00
	03D	Brett Biwer	120.00			
	03D	Doug Snyder	32.00			
	03E - Permit Submittals		40.00	\$8,000.00		\$8,000.00
	03E	Brett Biwer	40.00			
	03F - Prepare Quantity Tables		40.00	\$8,000.00		\$8,000.00
	03F	Brett Biwer	40.00			
	03G - Quality Control Review		32.00	\$6,000.00		\$6,000.00
	03G	Joe Marchese	32.00			

May 9, 2023

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

Highlighted items are
major revisions to a May
4, 2023 recommendation
that did not include
streetscape improvements

Subject: Village of Williams Bay – STH 67 West Utility Improvements - Revised

Dear Mr. Lothspeich:

As requested, we reviewed 30 percent Wisconsin Department of Transportation (WDOT) plans for the STH 67 resurfacing project planned for construction in 2026 or 2027. We also reviewed the record drawings for the water main and the televising tapes for the sanitary sewer in West Geneva Street (STH 67) that are within the planned resurfacing limits. The paragraphs that follow further describe the planned sanitary sewer, water main, and roadway improvements. We recommend the Village inform the WDOT of the following:

- The Village intends to relay about 700 feet of sanitary sewer between Williams Street and Walworth Avenue; see enclosed Exhibit A and Table 1.
- The Village intends to replace the water main within West Geneva Street; see enclosed Exhibit B and Table 1.
- The Village desires streetscaping between Elkhorn Road and Williams Street.
- The Village requests the WDOT to include the water and sewer improvements on the 60 percent WDOT plans.

Sanitary Sewer Improvements

The sanitary sewer, see enclosed Exhibit A, in this section of roadway is vitrified clay pipe installed prior to the 1962 roadway and storm sewer; it is in average condition and needs maintenance but not immediate repair except in the section between Williams Street and Walworth Avenue, which is undersized, appears to have sections abandoned, and has an offset joint at the Walworth Avenue drop connection. Enclosed Table 1 – Section 1 – Sanitary Sewer summarizes the planned sanitary sewer improvements; the expected Village cost is \$617,000.

Water Main Improvements

The water main, see enclosed Exhibit B, in this section of roadway is from the early 1930's; it is at the end of its useful life and has hydrants and valves that need replacement. A new

12-inch water main will increase the available fire flow to the downtown, former elementary school area, and the intersecting streets. The planned location is under the westbound parking lane. There will be a normally closed valve near the former elementary school to maintain the two pressure zones. The proposed water main should increase the available fire flow along this route from 1400 gallons per minute to 2800 gallons per minute, which meets Insurance Services Office (ISO) Standards for commercial areas. Enclosed Table 1-Section 2 – Water Main summarizes the planned water main improvements; the expected Village cost is \$4,100,000.

Roadway Improvements

On the most recent project the WDOT funded the two traffic lanes; the Village funded the parking lanes and the difference between the replacement and rehabilitation cost for the section south of Olive Street. Enclosed for reference is the State Municipal Agreement for the most recent project showing the funding allocation for each component of the project. Federal funding was not available for streetscaping, and it may not be available for streetscaping for the planned project; if it is available, it is typically 80 percent federal funded. The enclosed Table 1-Section 3 - Roadway summarizes the planned roadway improvements, including an allowance of \$410,000 for streetscaping without federal funding; the expected Village cost is \$1.1M.

The existing roadway within the Village limits is either concrete or rubblized (previously shattered in place) concrete under 4-inches of asphalt pavement. The planned rehabilitation consists of milling and replacing the 4-inch asphalt surface. We expect the WDOT will require the Village to replace the concrete base materials with asphalt prior to milling, like the recent north-south section of STH 67. The WDOT is only showing sidewalk improvements at the intersection where they are installing curb ramps; the Village should plan additional sidewalk replacement. The WDOT does not appear to be planning storm water or storm sewer improvements.

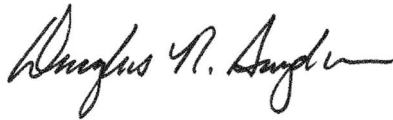
Enclosed in an excerpt from the WDOT 30 percent plans within the Village. The Village should require the WDOT to construct the utility improvements within the roadway as part of the WDOT contract and include the design of these improvements in the 60 percent plan set. The Village will benefit by avoiding work with other utilities and should save money by not replacing the pavement in-kind and not using concrete slurry backfill material over the utility. The concrete slurry is a combination of cement and stone delivered by a concrete truck. It is more than twice the cost of granular backfill. The pavement in-kind and the use of concrete slurry backfill would add approximately \$900,000 to the cost of the project. We

expect the WDOT to cost share between the pavement in the travel lane and pavement in the parking lane, like the current project.

Please call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



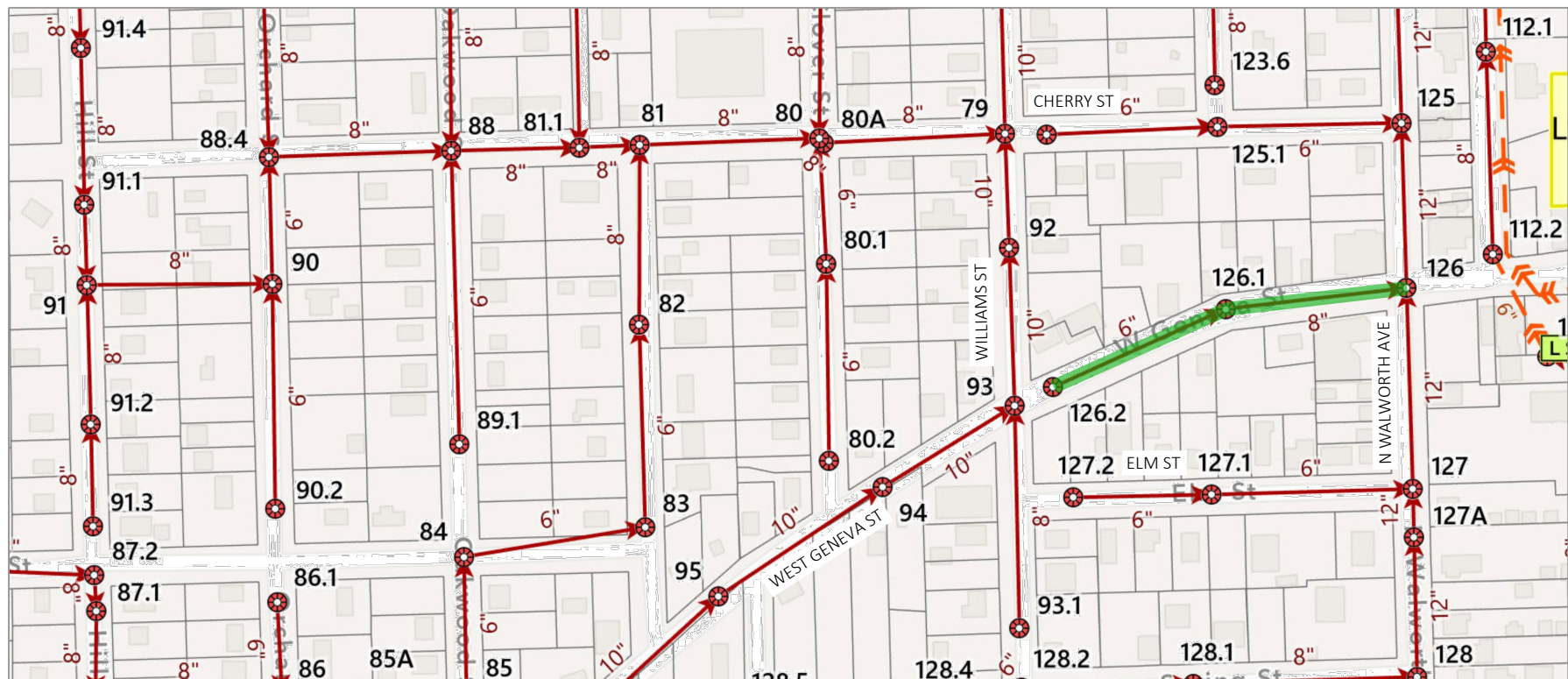
Douglas R. Snyder, P.E.

DRS:drs

Enclosures: as noted

CC: Wayne Edwards, DPW

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Legend

-  Sewer Gravity Main
-  Sewer Lateral
-  Sewer Pressure Main
-  Manhole
-  Lift Station
-  Valve

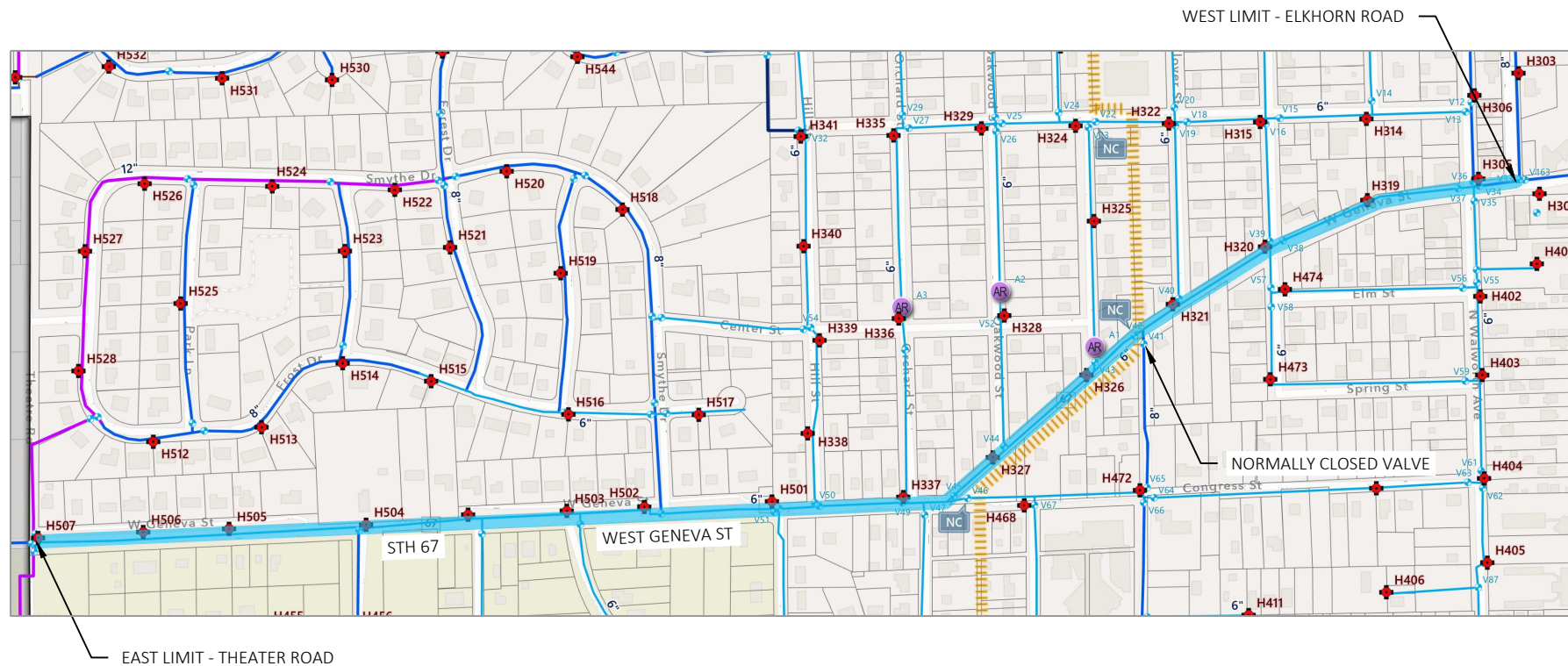
 REPLACE SANITARY SEWER AND RECONNECT LATERALS.

BAXTER & WOODMAN
Consulting Engineers

EXHIBIT A
VILLAGE OF WILLIAMS BAY

0 50' 150' 300' 500'





Legend

- Hydrants
- Gate Valve
- Air Release Valve
- Pressure Reducing Valve
- Curb Boxes
- Elevated Tank
- Well
- Water Transfer Station

Pressure Zone Boundary

Water Main

- 4"
- 6"
- 8"
- 10"
- 12"

NEW 12" WATER MAIN WITH NEW WATER LATERALS ALONG ROUTE. PROVIDE 8" CONNECTIONS TO INTERSECTION LIMITS FOR FUTURE WATER MAIN RELAYS ON INTERSECTING STREETS.

BAXTER & WOODMAN
Consulting Engineers

EXHIBIT B
VILLAGE OF WILLIAMS BAY

0 100' 300' 600' 1000'



Table 1
Preliminary Opinion of Probable Cost

Section 1 - Sanitary Sewer

No.	Item	Approximate Quantity	Unit Price	Totals
1	Relay on West Geneva - Williams Street to Walworth Ave.	700 LF	\$ 300	\$ 210,000
2	Sanitary Manhole	3 EA	\$ 15,000	\$ 45,000
3	Sanitary Laterals and Connection	14 EA	\$ 8,000	\$ 112,000
4	Temporary Pavement	1,200 LF	\$ 50	\$ 60,000
5	Restoration and Traffic Control	1 LS	\$ 30,000	\$ 30,000

Section 1 Construction Cost = \$ 457,000
Engineering, Legal, and Contingencies (35%) \$ 160,000
Section 1 Project Cost = \$ 617,000

Section 2 - Water Main

No.	Item	Approximate Quantity	Unit Price	Totals
1	12-Inch Main	7,500 LF	\$ 225	\$ 1,687,500
2	Intersection Connections, Including Valves	16 EA	\$ 18,000	\$ 288,000
3	Hydrant Assembly	12 EA	\$ 7,500	\$ 90,000
4	Water Service Reconnections	90 EA	\$ 5,000	\$ 450,000
5	Temporary Pavement	7,500 LF	\$ 50	\$ 375,000
6	Abandon Existing Water Main/Hydrants	1 LS	\$ 80,000	\$ 80,000
7	Restoration and Traffic Control	1 LS	\$ 60,000	\$ 60,000

Section 2 Construction Cost = \$ 3,030,500
Engineering, Legal, and Contingencies (35%) \$ 1,060,500
Section 2 Project Cost = \$ 4,091,000

Section 3 - Roadway - Non Participating Costs

No.	Item	Approximate Quantity	Unit Price	Totals
1	Pavement Replacement - Parking Lanes	8000 SY	\$ 35	\$ 280,000
2	Pavement Replacement - Williams Street to Walworth Ave	2200 SY	\$ 40	\$ 88,000
3	Additional Sidewalk Replacement	3000 SF	\$ 12	\$ 36,000
4	Streetscaping Improvements - Elkhorn Rd. to Williams St.	1 LS	\$ 410,000	\$ 410,000

Section 3 Construction Cost = \$ 814,000
Engineering, Legal, and Contingencies (35%) = \$ 285,000
Section 3 Project Cost = \$ 1,099,000

Total Cost \$ 5,807,000



**1st Revision
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

This agreement supersedes the agreement signed by the Municipality on February 20, 2020 and signed by the State on February 26, 2020.

Revised date: August 1, 2022

Date: August 20, 2019

I.D.: 3325-06-01/71/72

Road Name: STH 67

Limits: Geneva St to Glenwood Dr

County: Walworth

Roadway Length: 1.21 Miles

The signatory Village of Williams Bay, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering: Plan Development	\$ 180,000	\$ 180,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 10,000	\$ 10,000	100%	\$ -	0%
Compensable Utilities	\$ 1,000	\$ 1,000	100%	\$ -	0%
Construction: Participating					
Resurface Segment	\$ 1,482,000	\$ 1,482,000	100.0%	\$ -	0.00%
Parking(resurface segment)	\$ 29,000		0.0%	\$ 29,000	LSUM
Pavement Replace Segment	\$ 616,620	\$ 229,691	37.25%	\$ 386,929	62.75%
Soil borings performed by Municipality				\$ (3,710)	LSUM
Non-Participating	\$ 1,067,300	\$ -	0%	\$ 1,067,300	100%
Total Cost Distribution	\$ 3,385,920	\$ 1,902,691		\$ 1,479,519	

* See Item 9 Basis for local participation in Terms and Conditions

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of

neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the Village of Williams Bay (please sign in blue ink)		
Name <i>Keith P. Dure</i>	Title <i>President</i>	Date <i>8/60/22</i>
Signed for and in behalf of the State (please sign in blue ink)		
Name <i>Tony J. Barth</i>	Title SE Region Planning Chief	Date <i>8/17/2022</i>

TERMS AND CONDITIONS:

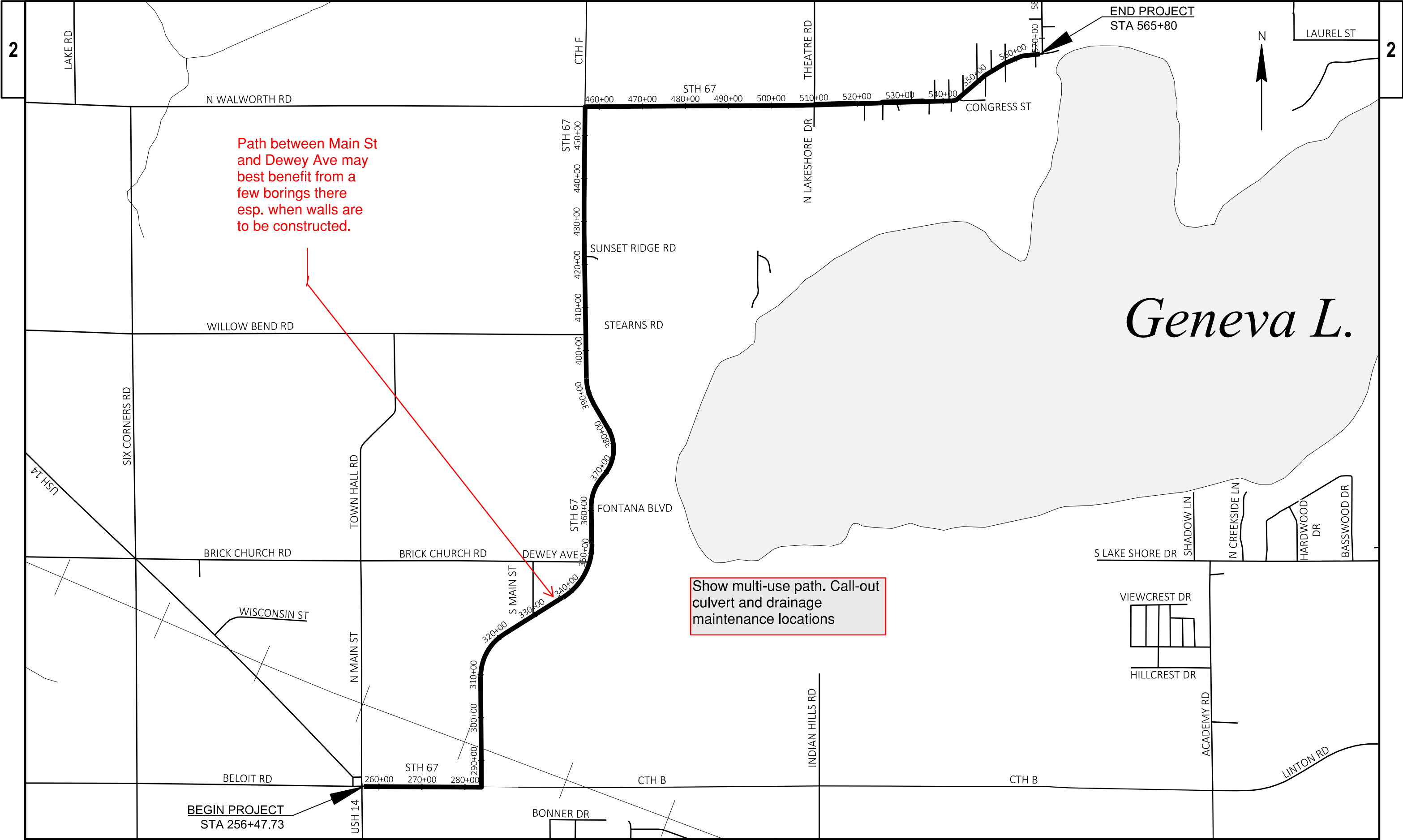
1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or

Facility Owner includes the following items:

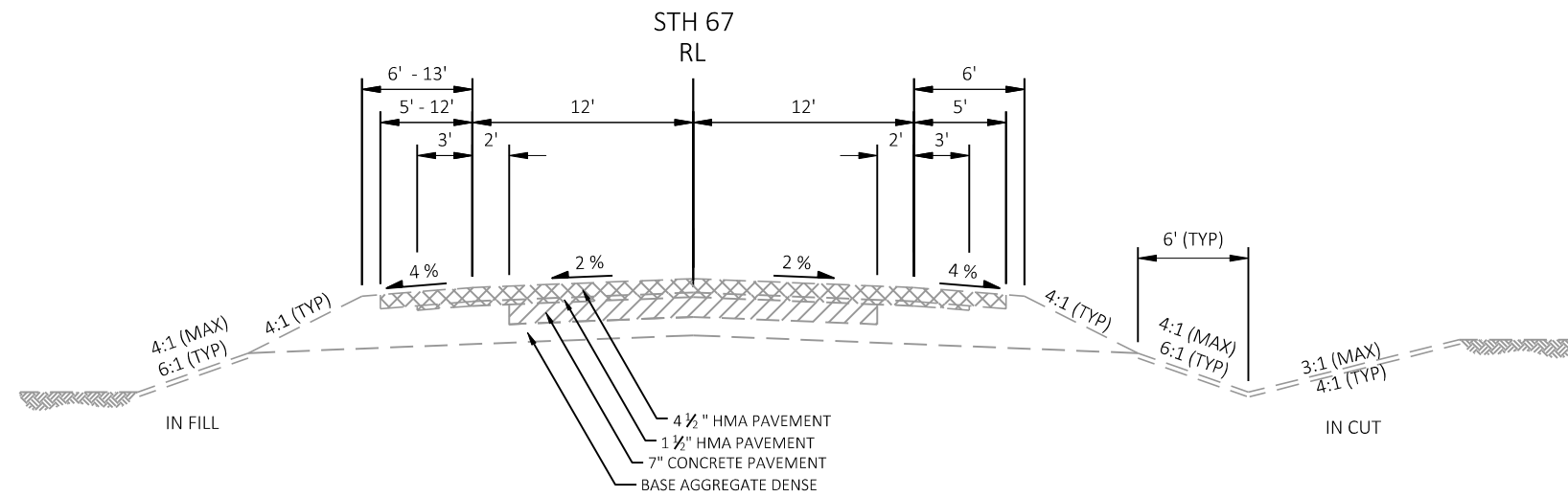
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all Community Sensitive Solutions (CSS) and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.
- (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% State.
 - (d) Funding for construction of standard roadway items in the resurfacing segment, and the removal of the stairs in the SW corner of the Geneva Street intersection 100% State.
 - (e) Funding for parking lanes in the resurface segment, a Municipal total payment of \$29,000, billed as the project progresses.
 - (f) Funding for construction of standard roadway items in the pavement replacement segment– 37.25% State, 62.75% Municipal. Percentage is based on difference in cost between resurface (DOT recommended) and pavement replacement (Municipal requested), and parking lanes at 100% Municipal.
 - (g) Funding for soil boring performed but the Municipality for the State, 100% State. This will be applied as a credit against the non-participating work on 3325-06-72 as a one-time lump sum amount of \$3,710.
 - (h) Funding for non-participating items 100% Municipality.

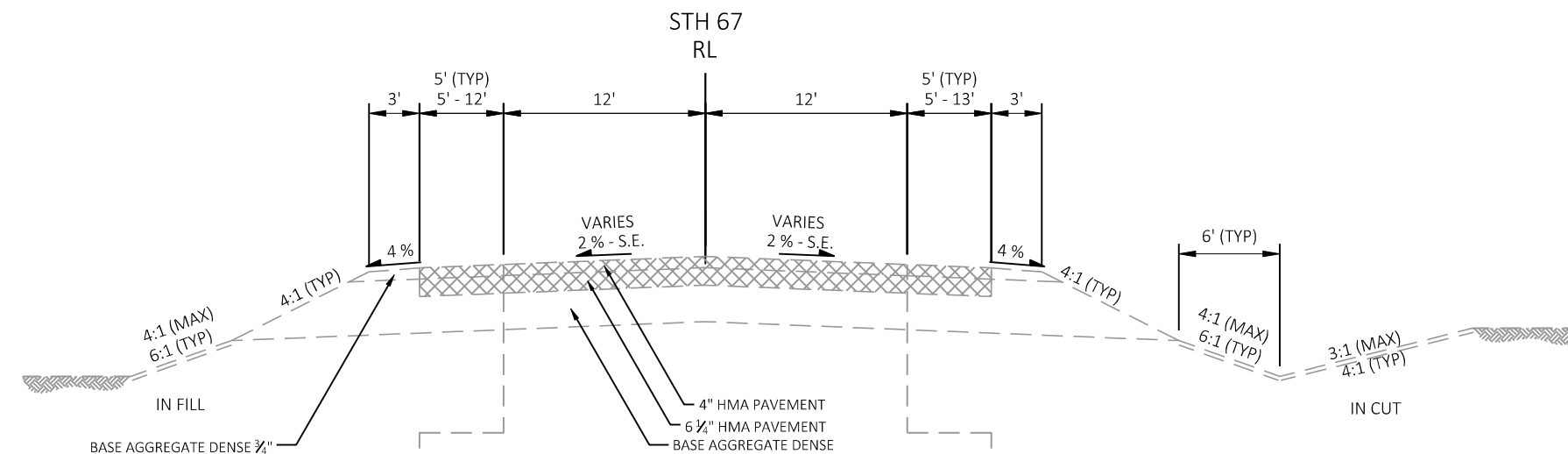
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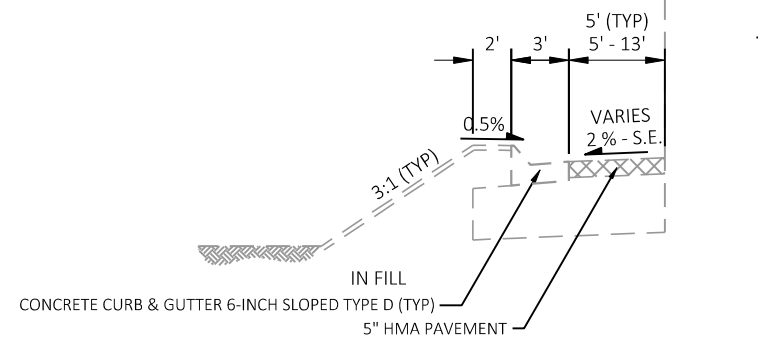
PROJECT NO:	3325-08-70	HWY:	STH 67	COUNTY:	WALWORTH	PROJECT OVERVIEW	SHEET	PRE 2	E
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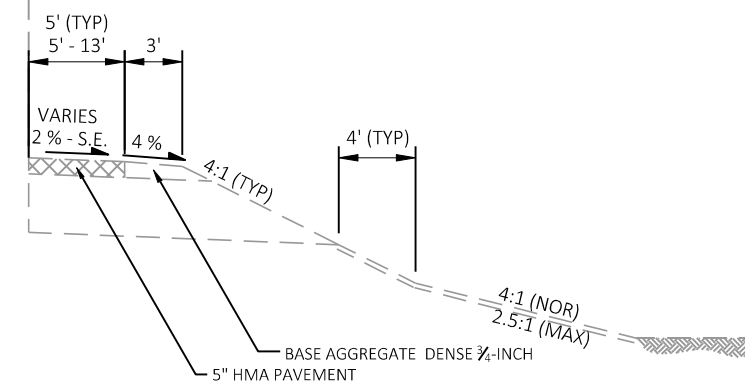
EXISTING TYPICAL SECTION STH 67
STA 283+85 TO STA 309+20



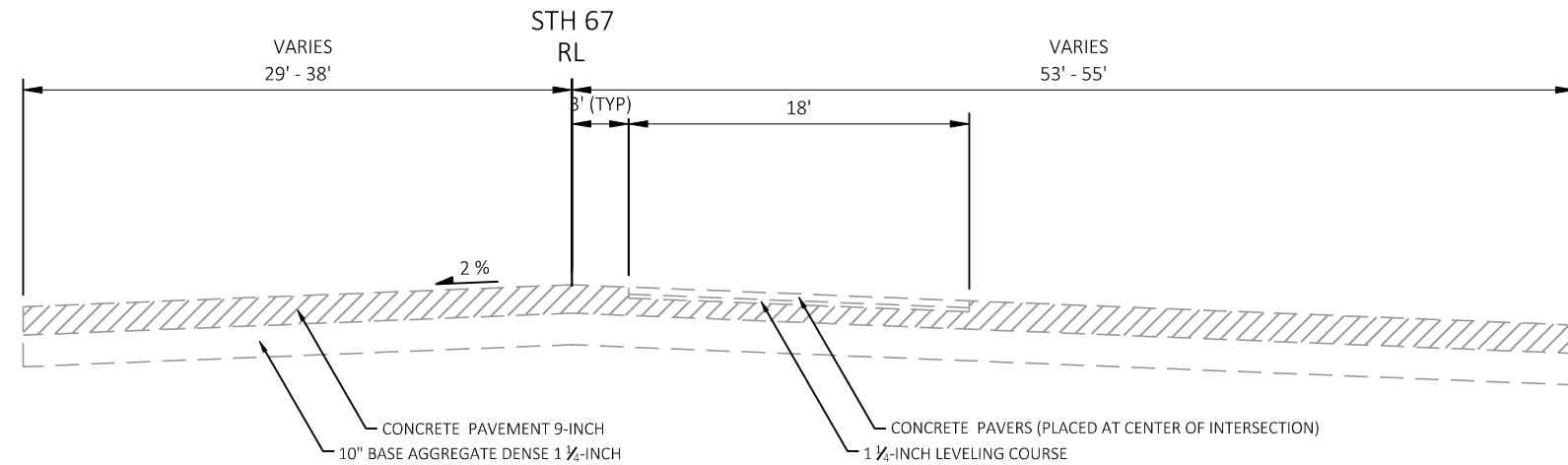
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STA 309+20 TO STA 345+85
STA 378+08 TO STA 508+38



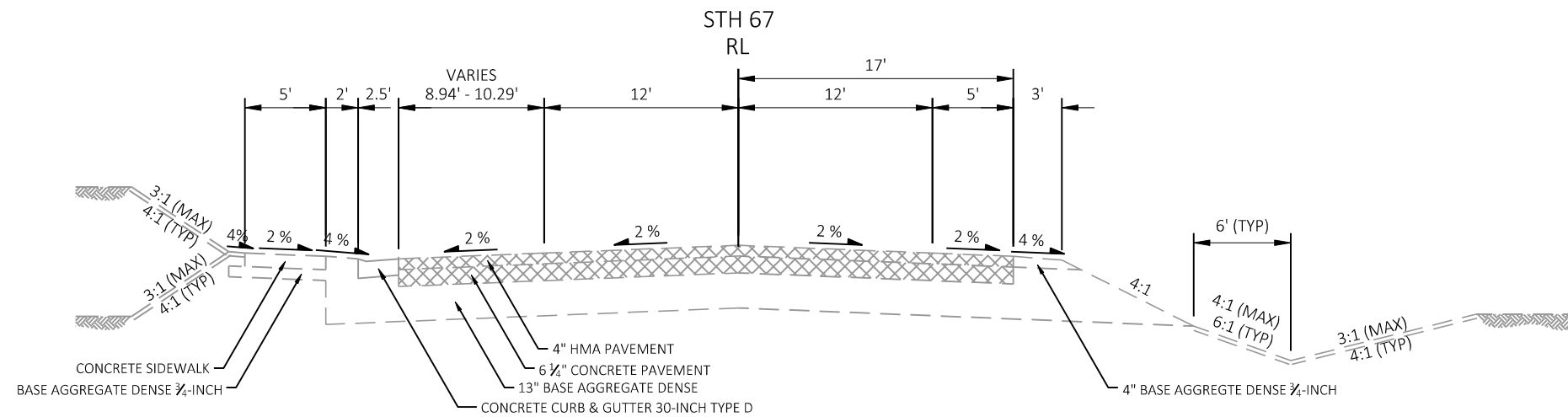
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STA 312+60 TO STA 314+06, LT
STA 322+93 TO STA 330+11, LT
STA 388+86 TO STA 390+20, LT
STA 403+14 TO STA 404+43, LT
STA 456+09 TO STA 457+31, LT
STA 309+67 TO STA 316+44, RT
STA 328+22 TO STA 329+71, RT
STA 403+50 TO STA 404+30, RT
STA 421+05 TO STA 422+35, RT
STA 456+01 TO STA 457+35, RT



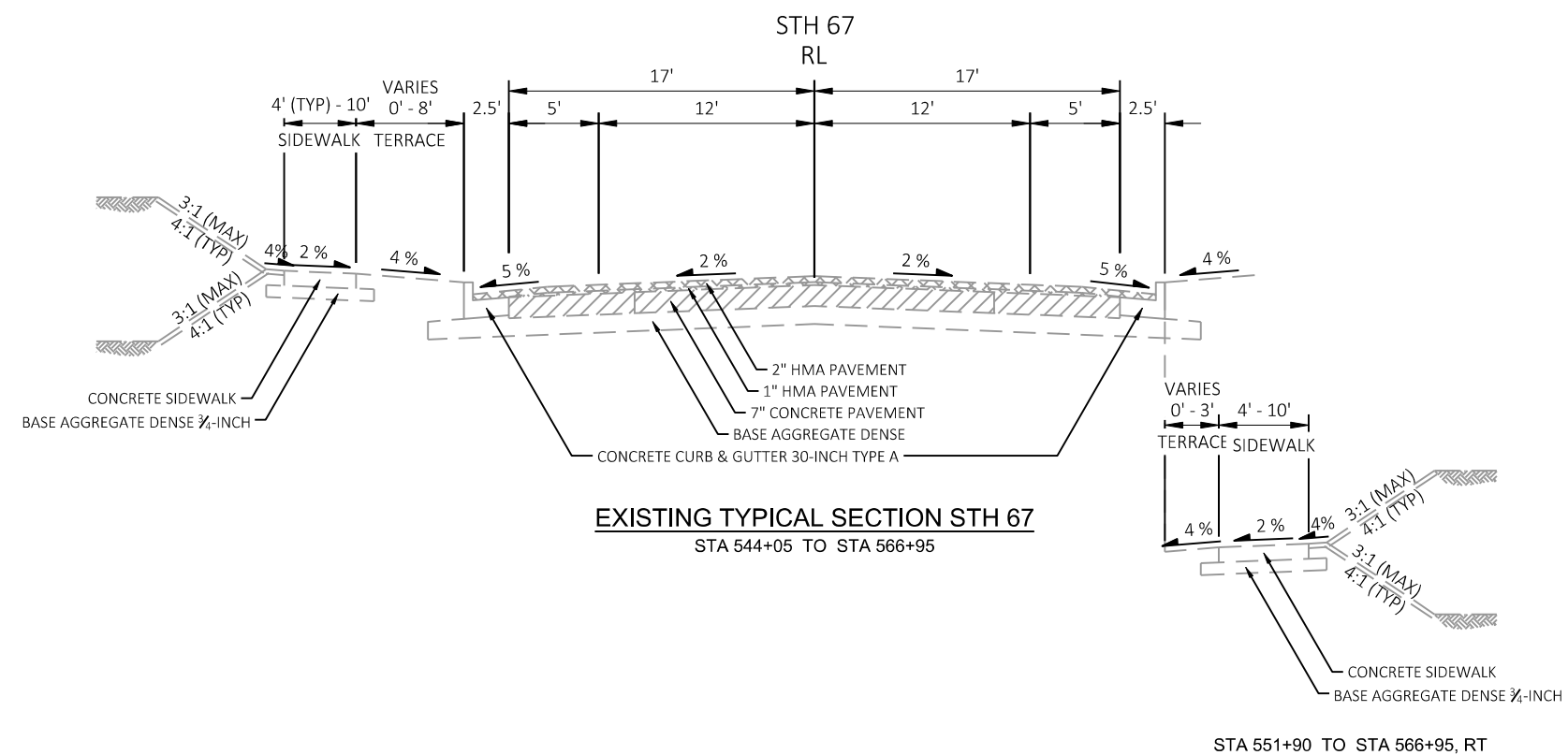
EXISTING TYPICAL SECTION STH 67 AT INTERSECTION IMPROVEMENTS
TRANSITIONS TO CURB AND GUTTER SECTIONS, LT & RT

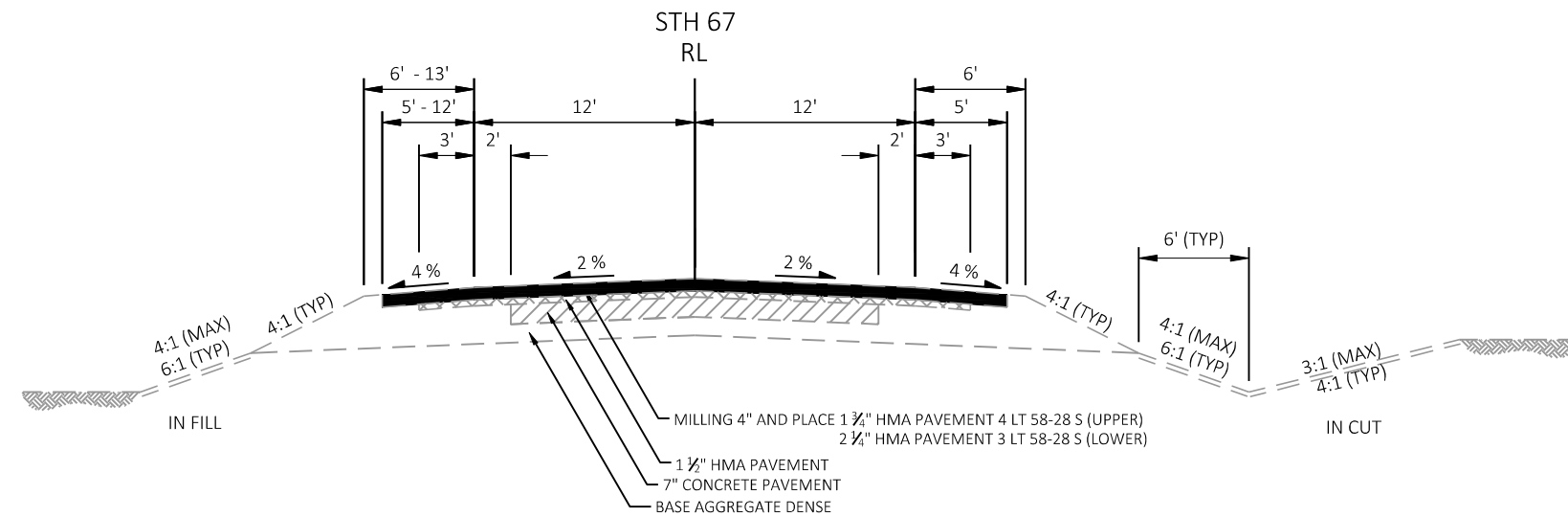
**EXISTING TYPICAL SECTION STH 67**

STA 360+35 TO STA 361+56
STA 363+44 TO STA 364+54
STA 367+08 TO STA 368+17

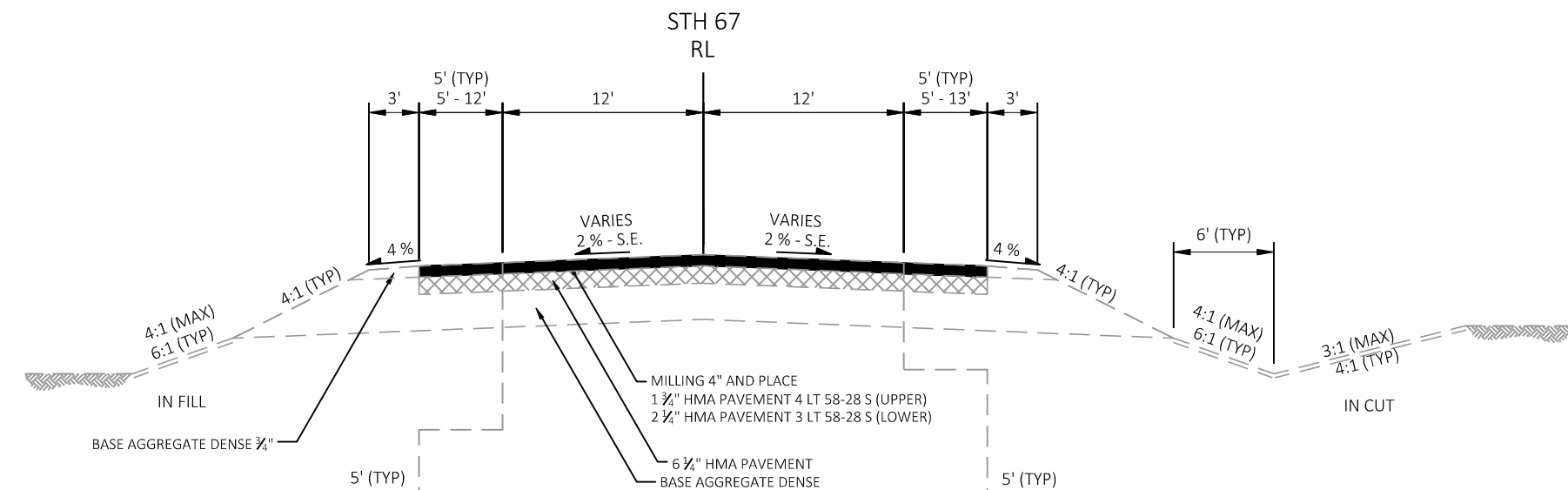
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STA 508+38 TO STA 509+85

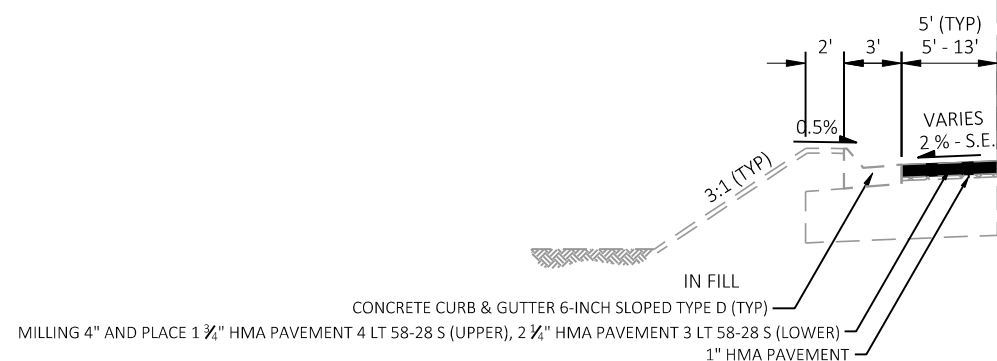




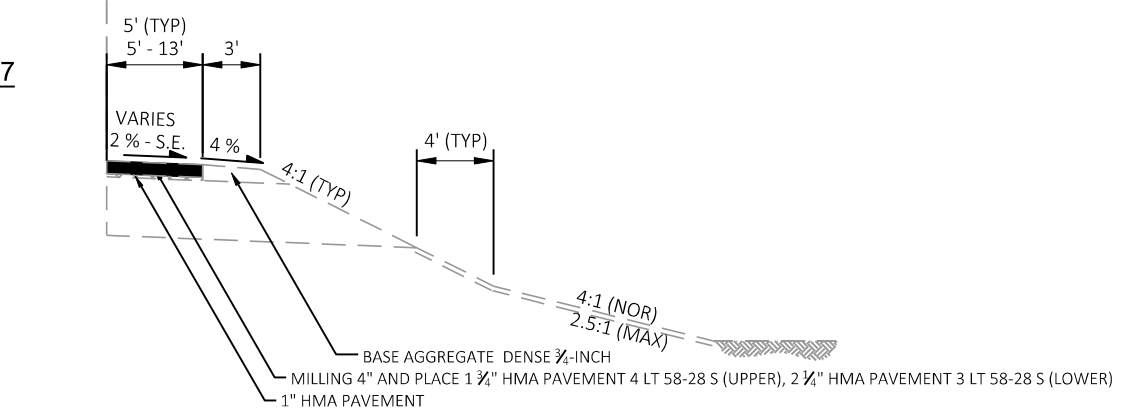
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STA 283+85 TO STA 309+20



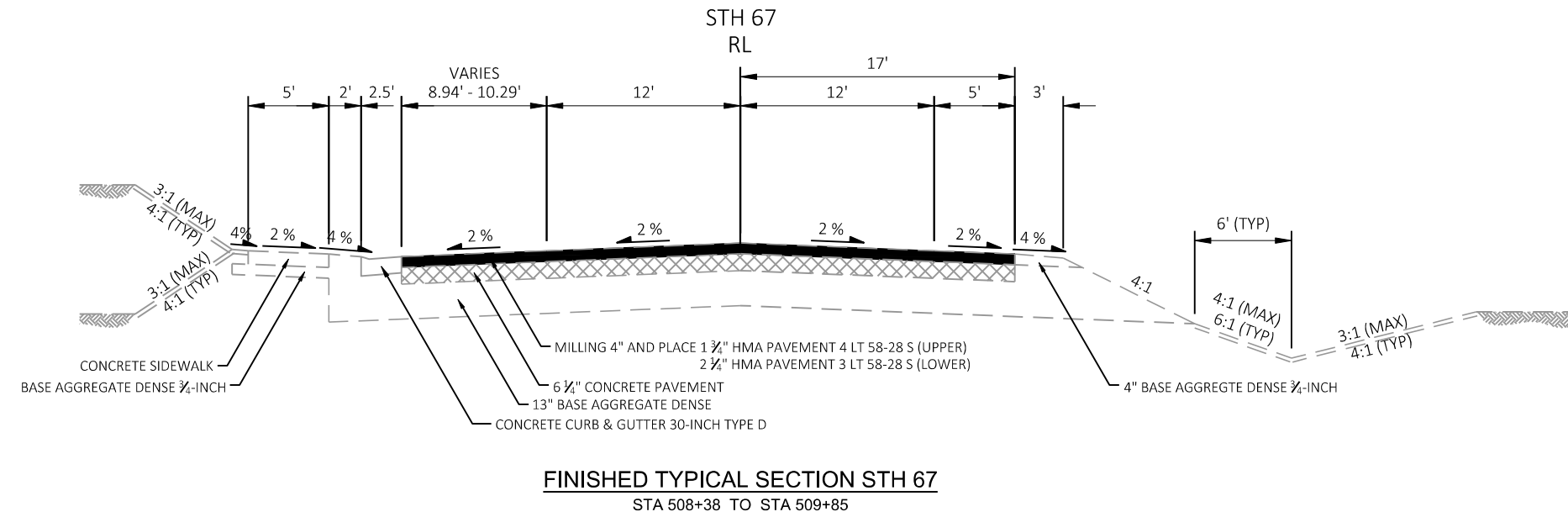
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STA 309+20 TO STA 345+85
STA 378+08 TO STA 508+38

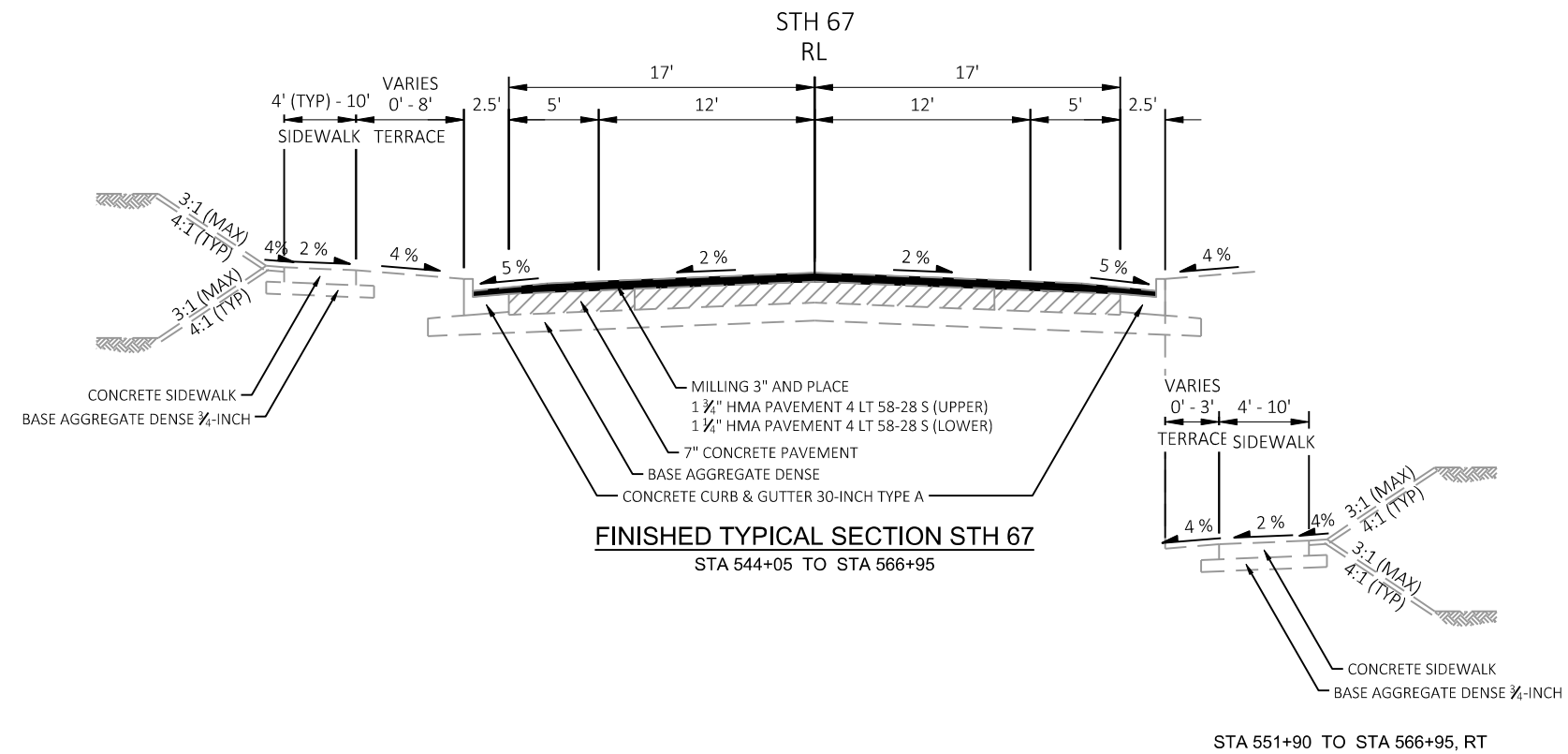
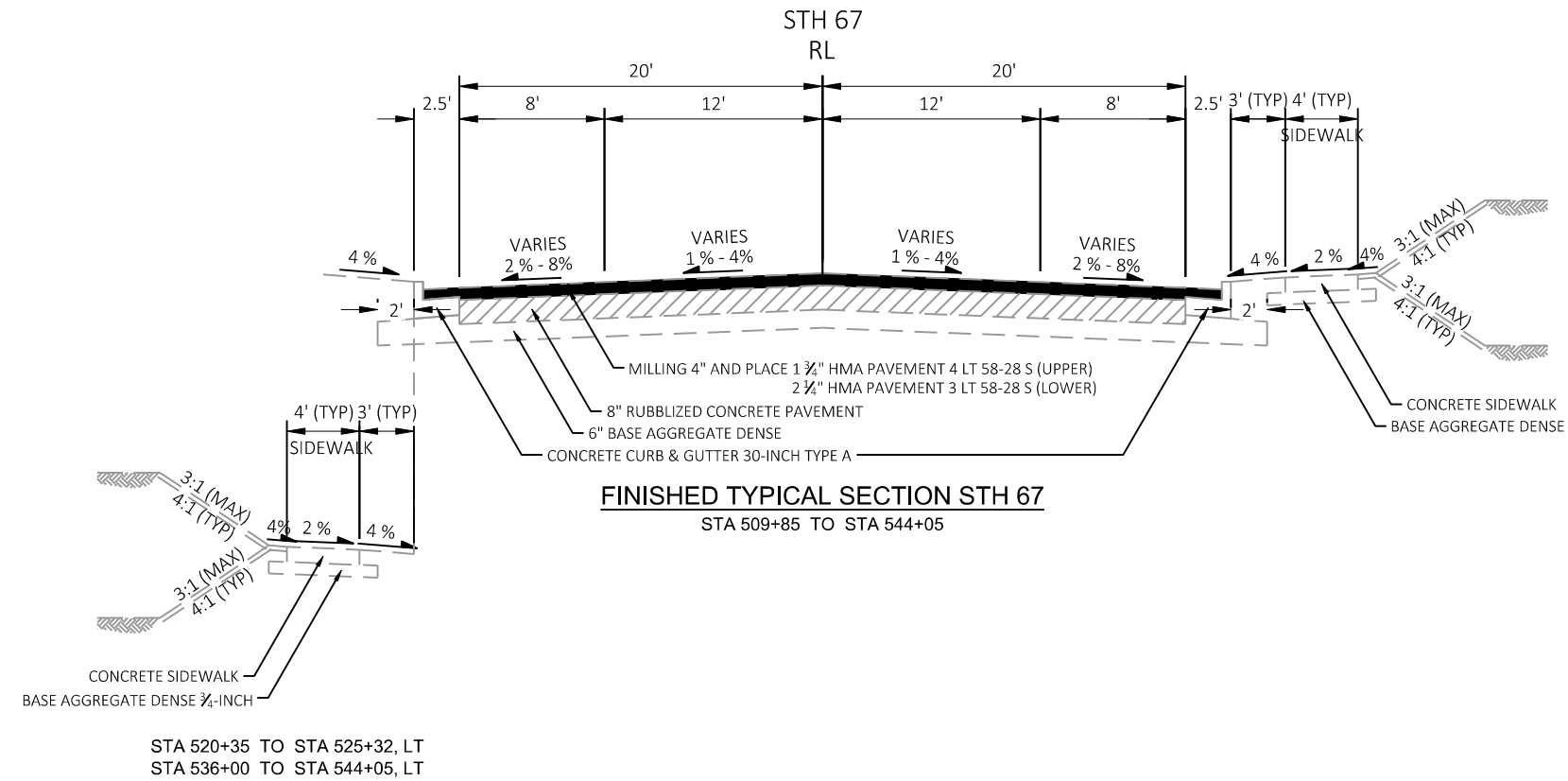


FINISHED TYPICAL SECTION STH 67 AT INTERSECTION IMPROVEMENTS
STA 312+60 TO STA 314+06, LT
STA 322+93 TO STA 330+11, LT
STA 388+86 TO STA 390+20, LT
STA 403+14 TO STA 404+43, LT
STA 456+09 TO STA 457+31, LT
STA 309+67 TO STA 316+44, RT
STA 328+22 TO STA 329+71, RT
STA 403+50 TO STA 404+30, RT
STA 421+05 TO STA 422+35, RT
STA 456+01 TO STA 457+35, RT



FINISHED TYPICAL SECTION STH 67 AT INTERSECTION IMPROVEMENTS
TRANSITIONS TO CURB AND GUTTER SECTIONS, LT & RT





PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

TYPICAL SECTIONS - STH 67

SHEET

PRE 15 E

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LAYOUT NAME - 020316-ts

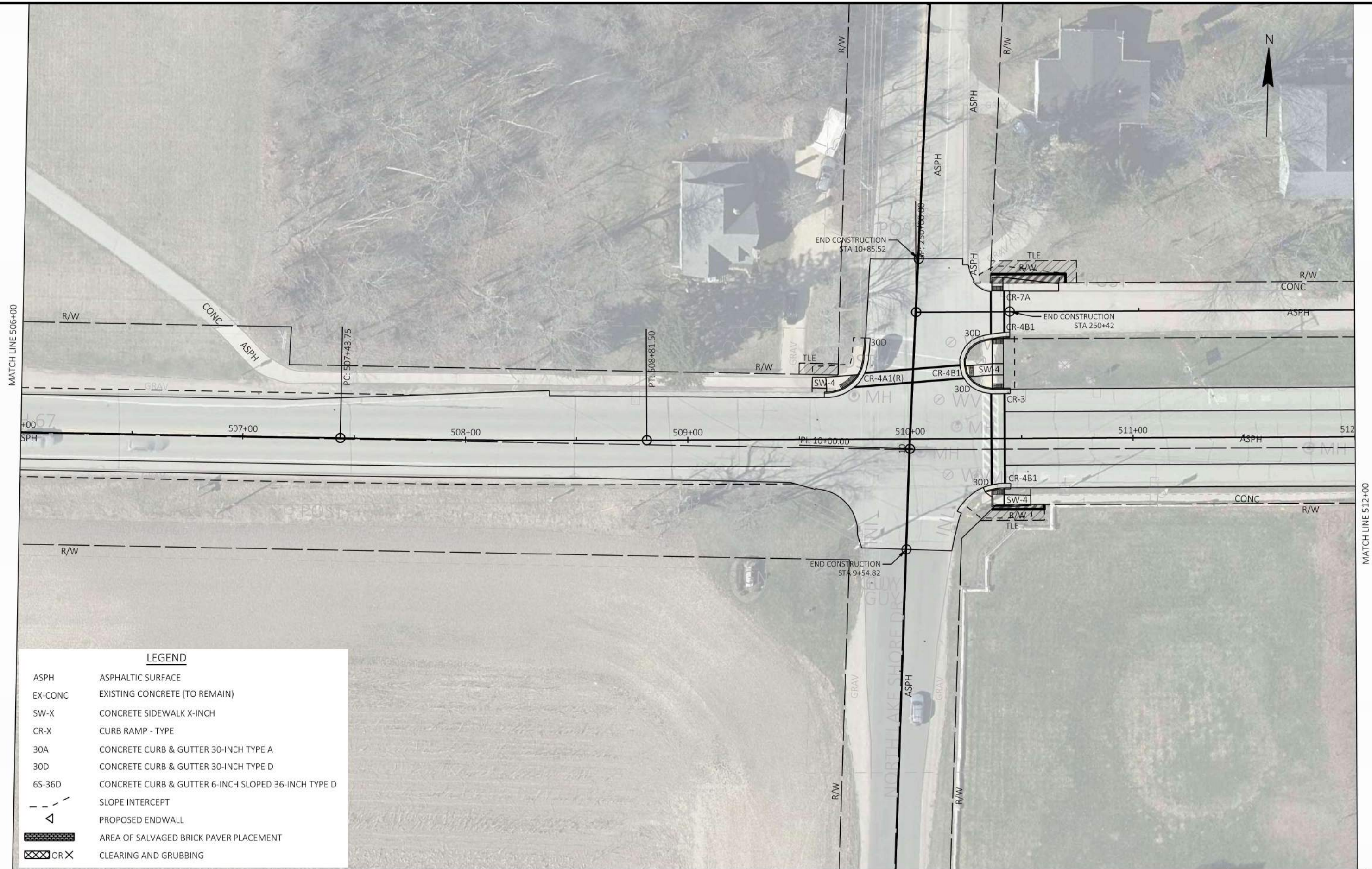
PLOT DATE : 1/4/2023 3:36 PM

PLOT BY : SENZ, LUKE

PLOT NAME :

PLOT SCALE : 1 IN:10 FT

WISDOT/CADDs SHEET 42



2

2



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



PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET

PRE 61 E

FILE NAME: N:\PDS\3325\08\00\33250800\33250800\021201-PD.DWG
LAYOUT NAME - 021245-pd

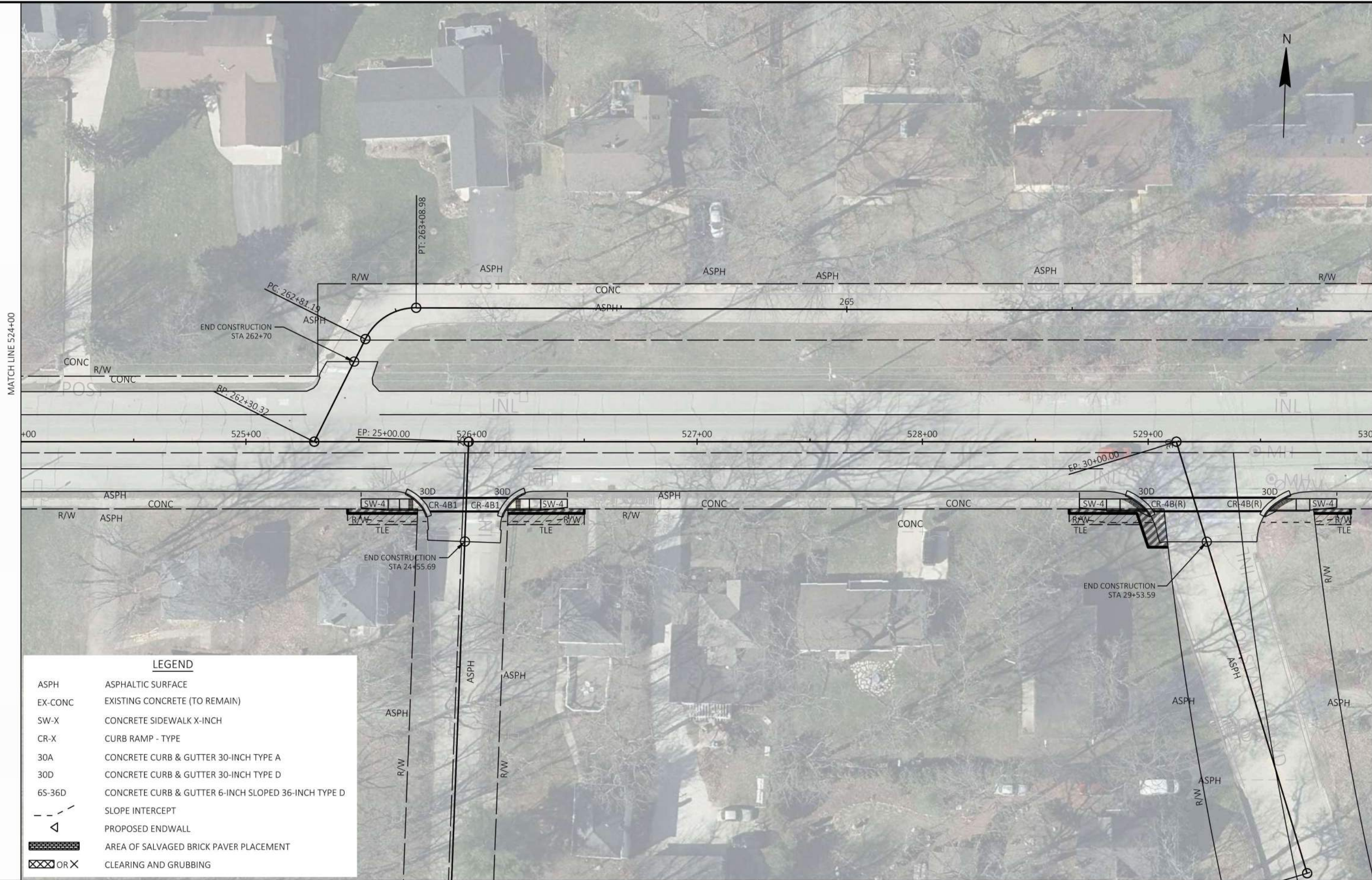
PLOT DATE: 1/4/2023 10:00 PM

PLOT BY: SENZ, LUKE

PLOT NAME:

PLOT SCALE: 1 IN=40 FT

WISDOT/CADD SHEET 42



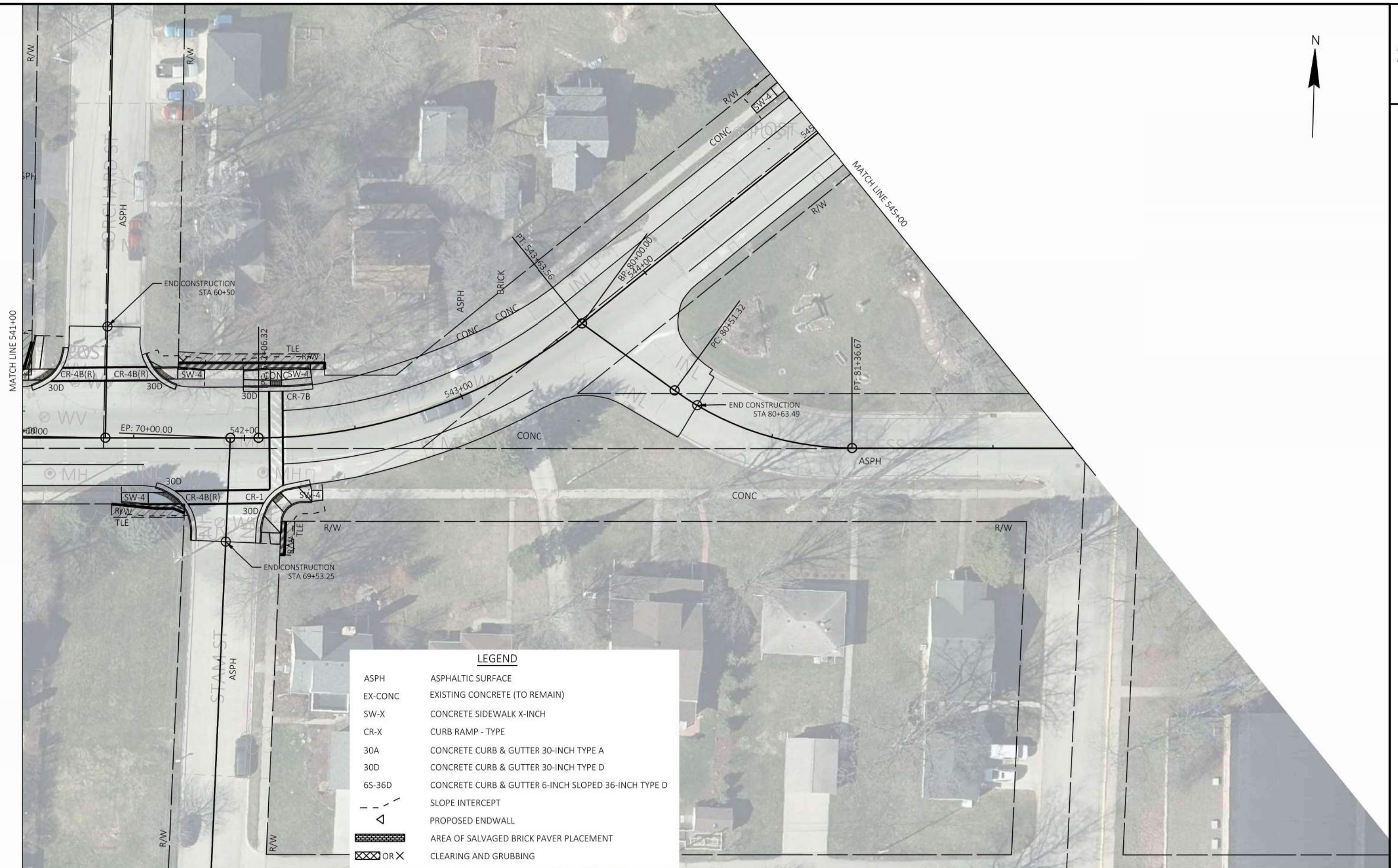
2

2



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





PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET PRE 65 E

FILE NAME: N:\PDS\C3D\33250800\SHEETS\021201-PD.DWG
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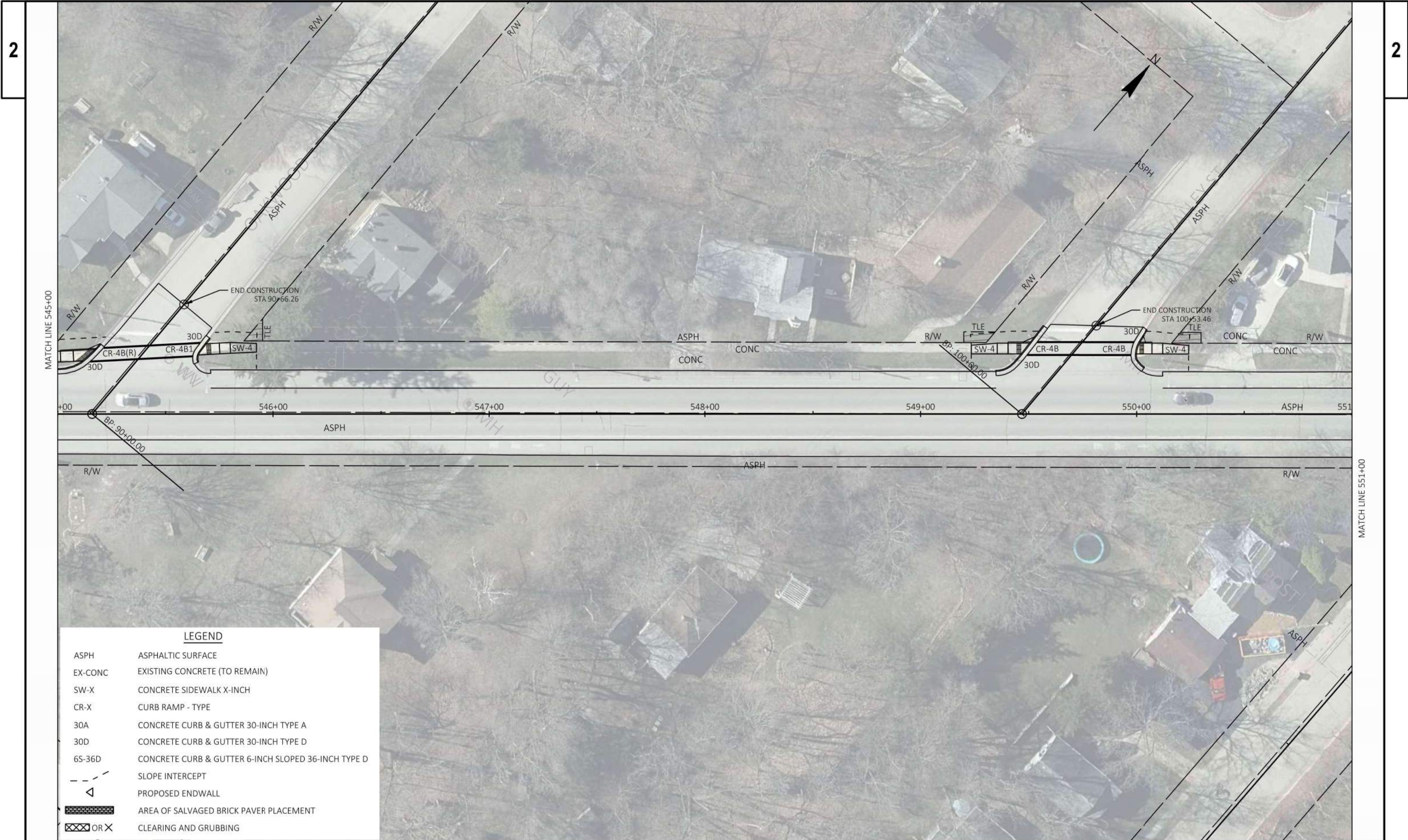
PLOT DATE: 1/4/2023 10:04 PM

PLOT BY: SENZ, LUKE

PLOT NAME:

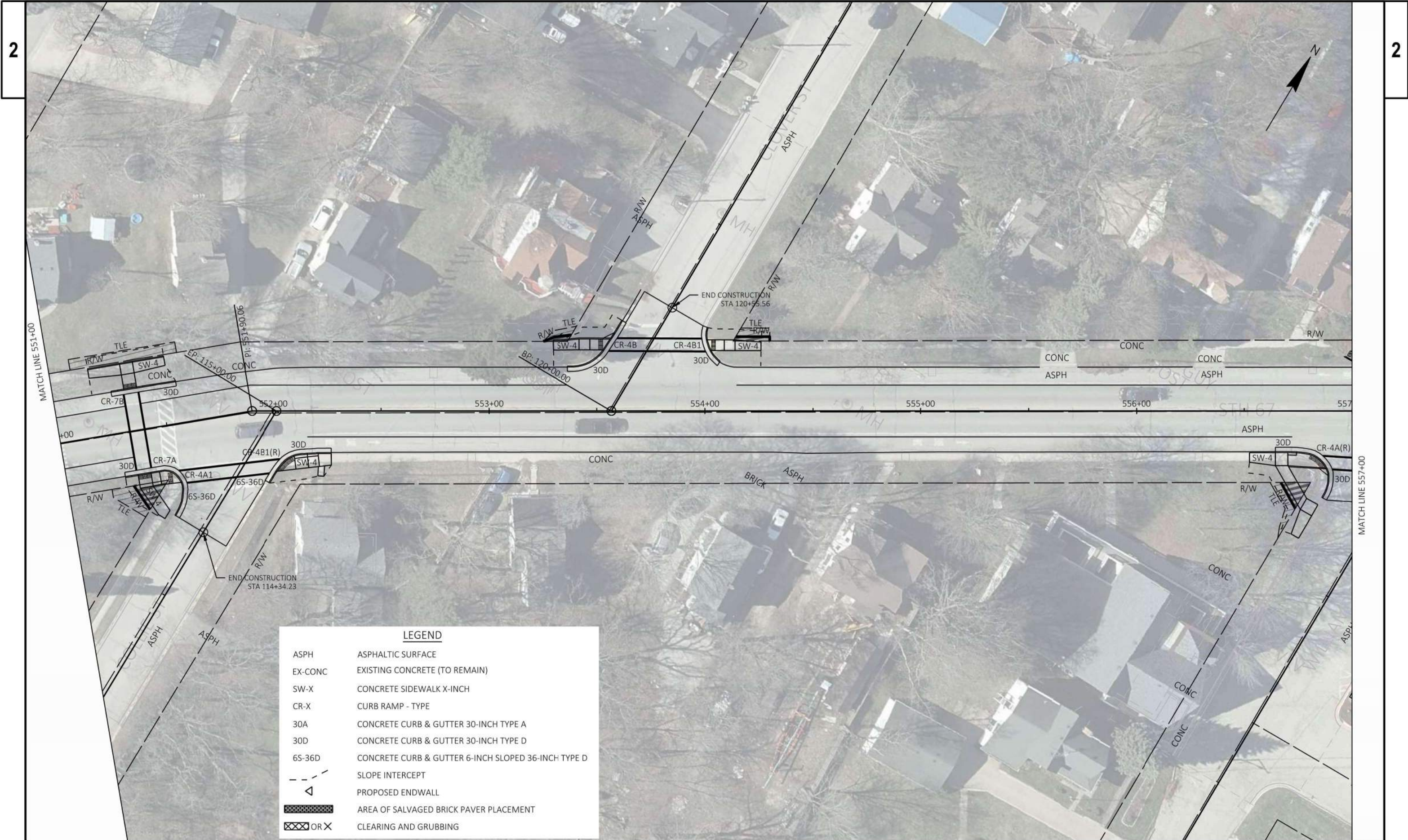
PLOT SCALE: 1 IN=40 FT

WISDOT/CADD SHEET 42



LEGEND

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





LEGEND

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

PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET PRE 68 E

FILE NAME : N:\PDS\C3D\33250800\SHEETS\021201-PD.DWG
LAYOUT NAME - 021252-pd

PLOT DATE : 1/4/2023 10:08 PM

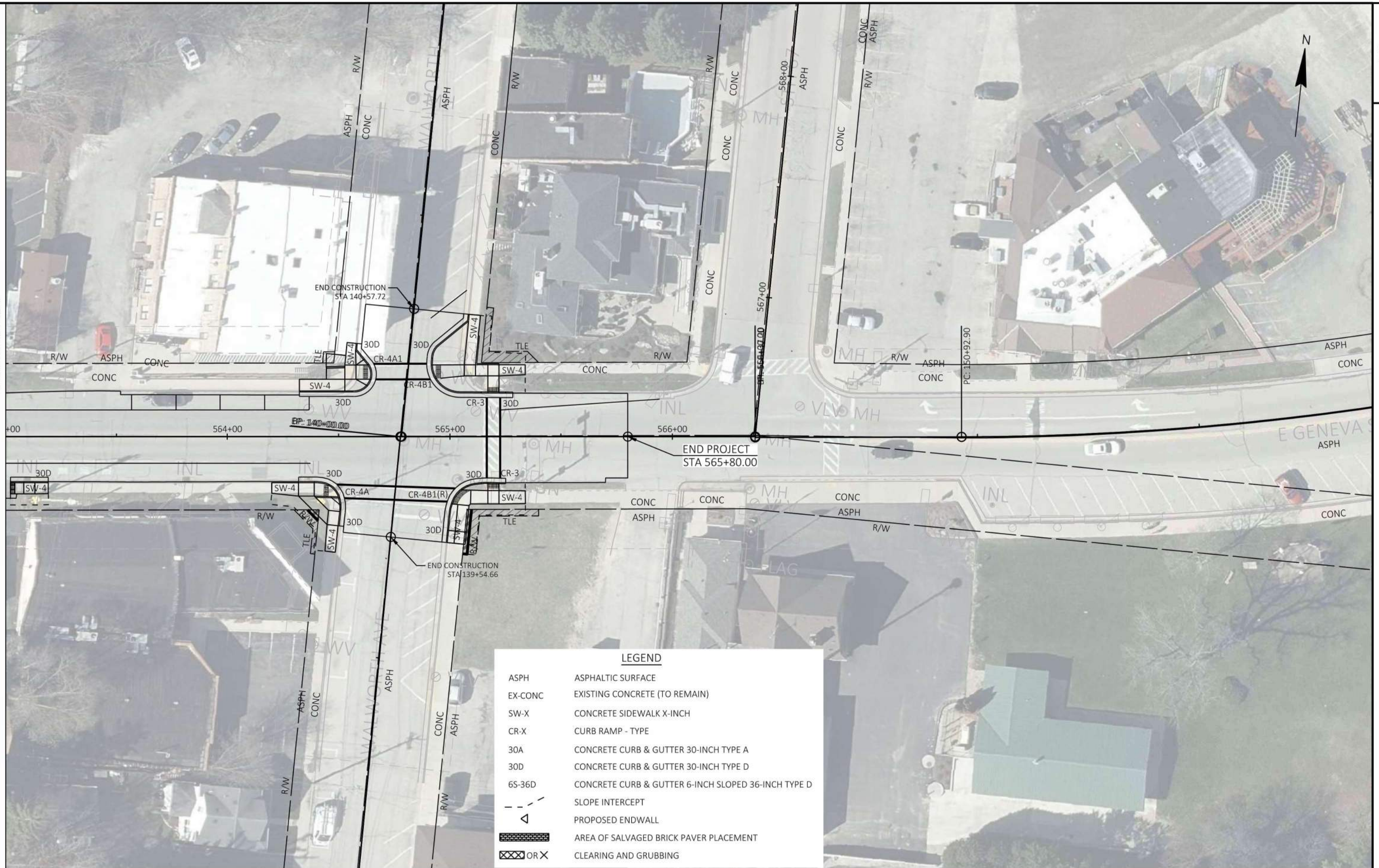
PLOT BY : SENZ, LUKE

PLOT NAME :

PLOT SCALE : 1 IN=40 FT

WISDOT/CADD SHEET 42

MATCH LINE 563+00.15





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, AUGUST 7, 2023, AT 6:45 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Chairman Wright called the meeting to order at 8:09pm

Roll Call

Present: Trustees Wright, D'Alessandro

Also Present: President Duncan, Trustees Jaramillo, Vlach and Russell, Administrator Lothspeich, Clerk Kolls, Police Chief Timm, Director of Public Works Edwards, Village Engineer Snyder, Recreation Director Rowland, Allison Schwark; Municipal Code Enforcement.

Meeting Minutes

The motion to approve the meeting minutes of July 5, 2023, was initiated by Trustee D'Alessandro and seconded by Trustee Wright. Unanimously carried.

Consideration of Accepting Bid for Tennis and Basketball Courts – Theater Road Park

Trustee Wright recommended they defer this item until he was able to discuss a funding source with Administrator Lothspeich. This item will be readdressed at the September Committee Meeting.

Consideration of Accepting Bid for Geneva Lake Dredging at Southwick Creek

Trustee Wright recommended they defer this item until he was able to discuss a funding source with Administrator Lothspeich. This item will be readdressed at the September Committee Meeting.

Consideration of Accepting Bid for Lime Reactor Cleaning

Trustee Wright recommended they defer this item until he was able to discuss a funding source with Administrator Lothspeich. This item will be readdressed at the September Committee Meeting.

Consideration of Accepting the Bid for Well 2 Pump Replacement

Trustee Wright recommended they defer this item until he was able to discuss a funding source with Administrator Lothspeich. This item will be readdressed at the September Committee Meeting.

Consideration of Amending the 2023 Budget

The motion to recommend Village Board approval of Amending the 2023 Budget was initiated by Trustee D'Alessandro and seconded by Trustee Wright. Unanimously carried. Trustee Wright recommended this be placed on the consent agenda.

Consideration of Quote for Engine Repairs to 2006 International Village Truck by Lakeside Intl. LLC.

Director of Public Works Edwards explained that it would cost \$21,000.00 for a head replacement for the 2006 Plow Truck. Edwards explained that this expense is outside of his budget, and he wasn't sure where the money would come from.

The motion to recommend Village Board approval for Engine Repairs to 2006 International Village Truck by Lakeside Intl. LLC with the funding source to be discussed by Trustee Wright and Administrator Lothspeich was initiated by Trustee Wright and seconded by Trustee D'Alessandro. Unanimously carried.

Funding Request For Cured In Place Pipe (CIPP) Sanitary Sewer Lining and Televising

The motion to recommend Village Board approval for up to \$100,000.00 with the money to come from borrowed funds for Cured in Place Pipe (CIPP) Sanitary Sewer Lining and Televising was initiated by Trustee Wright and seconded by Trustee D'Alessandro. Unanimously carried.

Authorization to Fill Vacant Public Works Position - Full-time Public Works/Water Operation Job Opening & Advertisement

Trustee wright explained that this item was just informational as the Village Administrator has the authority to do this type of hiring according to ordinance.

Village Administrator Annual Performance Review (1) Approval of 2023 Goals and (2) Review/Possible Modification to the Employee Review Form

The motion for the Finance and Personnel Committee to adopt the 2023 goals for David Lothspeich for his 2023 review was initiated by Trustee Wright and seconded by Trustee D'Alessandro. Unanimously carried.

Treasurer's Report

The Finance and Personnel Committee reviewed the Treasurers report.

Monthly Borrowings Status Report

There was a brief discussion on the borrowing status report which included the following:

- There would be more discussion on the borrowing status during the budget process
- The timeline for the CIP was discussed. Administrator Lothspeich explained that the CIP was expected to be ready for Committee review by September.
- Trustee Wright mentioned that the Village had some spend down requirements that would need to be reviewed.

Adjourn

The motion to adjourn was initiated by Trustee D'Alessandro and seconded by Trustee Wright at 8:30pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

August 3, 2023

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

Subject: Williams Bay – Theatre Road Tennis and Basketball Court

Dear Mr. Lothspeich:

Listed below are the bids received at 10:00 A.M. on August 3, 2023, for the two contracts associated with the Theatre Road Tennis and Basketball Court Project. Enclosed is a sheet showing the plan holders at the time of bid. The bid holding period is 45 days.

Contract A: Everything Except Electrical and Lighting

<u>BIDDER</u>	<u>BID AMOUNT</u>
DK Contractors Prairie, WI	\$329,144.00

Contract B: Electrical and Lighting

<u>BIDDER</u>	<u>BASE BID</u>	<u>ALTERNATE -DEDUCT</u>
WIL-surge Electric, Inc. Butler, WI	\$133,921.00	(\$101,161.00)

The alternate bid on Contract B allows the Village to delete the items associated with the lighting that can be installed later, if needed, for financial reasons and still have the functions of the courts before May of 2024. This deduct represents 16 lights/poles, the conductors, and the control panel. The total of bid prices if the Village selects this option is \$361,904.00 (\$329,144 + \$133,921.00 – 101,161.00). The Village would be paying \$32,760.00 to have the ability to light the fields in the future.

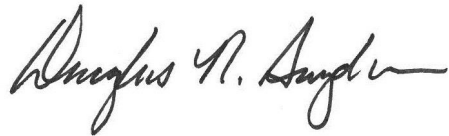
The Village previously bid a version of this project and got results between \$291,500 and \$470,000 for a design that included 6 lights and no drainage system under the pavement. We understand the budget for the project is \$250,000.

We will provide a recommendation following Village review of the bid results.

Please call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, PE

DRS\jmc

C/encs.: Tina Kolls, Clerk (w/original bids)

P:\WLMSV\230496-Tennis and Basketball\Bidding\Rec Award.docx

Village of Williams Bay, WI - Theatre Road Tennis and Basketball Court

Quest eBidDoc™ Number: 8596926

Closing Date: Thu, 08/03/2023 10:00 AM CDT Posting Type: Construction Project Owner Name: Village of Williams Bay Solicitor Name: Baxter & Woodman, Inc. Contact: Doug Snyder Phone: 262-492-1462 Email: dsnyder@baxterwoodman.com

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Contract A Contract 1 Bid	Contract B TOTAL BID	Contract B Deduct
Musco Lighting 2107 Stewart Rd. Muscatine, IA 52781	Bid Center bidcenter@musco.com	8007561205 8003748402		Supplier	07/26/2023	eBidDoc			
Minnesota Builders 5000 Hennepin Ave. 1123 Glenwood Ave. Minneapolis, MN 55405	David Siegel adsiegel@mbcbox.org	612-381-2625		Plan Room	07/25/2023	eBidDoc			
Wolf Paving 1320 Walnut Ridge Dr. Hartland, WI 53029	Wolf Paving bidrequest@wolfpaving.com	262-966-2121		Unknown	07/26/2023	eBidDoc			
WIL-surge Electric, Inc 13201 W Silver Spring Rd. Butler, WI 53007	AmaraRae Phtor wilsurge@wilsurge.com	262-781-9210 262-781-9610		Prime Bidder	07/25/2023	eBidDoc		\$133,921.00	\$101,161.00
DK Contractors 11013 122nd St. Pleasant Prairie, WI 53168	Kevin Garrison kevingarrison@dkcontractors.net	262-857-7414 262-857-2927	WBE	Prime Bidder	07/28/2023	eBidDoc	\$329,144.00		
Ferguson Waterworks 1400 N. RICHMOND ST., 53501 N. RICHMOND ST., APPLETON, WI 54913	Joshua Triebenbach joshua.triebenbach@ferguson.com	920-731-3252 920-731-2305		Supplier	07/28/2023	eBidDoc			
ConstructConnect 3825 Edwards Rd. Cincinnati, OH 45209	Eric Mills coniant@constructconnect.com	800-384-2059 866-570-8187		Plan Room	07/27/2023	eBidDoc			
Odling Construction, Inc. 4941 Townhall Rd. Delevan, WI 53115	Dean Odling odlingconstruction@gmail.com	262-728-6148 262-728-0290		Prime Bidder	07/28/2023	eBidDoc			
Vanderstappen Power Plus, Inc DBA VP+ N1888 State Road 120, Lake Geneva, WI 53147	John or Jennifer john@vpplus.net	262-248-8684	VOSB	Construction Manager	07/31/2023	eBidDoc			
Reesmans Excavating & Grading, Inc. 28815 Bushnell Road, Burlington, WI 53105	Chris St Clair estimating@reesmans.com	262-539-3124 262-539-2665		Prime Bidder	07/31/2023	eBidDoc			
Adams Electric 20 Wisconsin St. Elkhorn, WI 53121	John Orr john@adamspower.com	262-944-3143		Prime Bidder	08/01/2023	eBidDoc			

Project	Estimate/Borrowed	New Estimate	Deficit	Adjustment	Notes
Basketball/Tennis Courts w/Elec	\$250,000	\$260,743	(\$10,743)	\$10,750	Xfer from Theatre Rd Concession project
Basketball/Tennis Courts w/Lights	\$250,000	\$329,144	(\$79,144)	\$0	
Southwick Creek Dredging	\$0	\$180,000	(\$180,000)	\$180,000	Xfer from E Geneva St Project;
Lime Reactor Cleaning	\$200,000	\$343,000	(\$143,000)	\$143,000	Xfer from Southwick Creek Realignment
Well 2 Pump Replacement	\$0	\$153,169	(\$153,169)	\$153,169	Xfer from Southwick Creek Realignment
Sewer Pipe Lining	\$200,000	\$100,000	\$100,000	\$0	Pay from borrowing instead of budget
Projects Affected					
Southwick Creek Realignment	\$500,000			(\$143,000)	Lime Reactor Cleaning
				(\$153,169)	Well 2 Pump
				(\$42,000)	SEWPC Study re Flood Plain
				(\$18,600)	Well 3 Pump Engineering
				(\$16,978)	Southwick Creek Dredging
				(\$373,747) Total	
				\$126,253 Balance	
East Geneva Street Rehab	\$1,035,000			(\$180,000)	Southwick Creek Dredging
				\$855,000 Balance	
Theatre Road Concession/Rest Room	\$100,000			(\$10,750)	Basketball/Tennis Courts
				\$89,250 Balance	

August 3, 2023

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

Subject: Williams Bay – Lime Reactor Cleaning

Dear Mr. Lothspeich:

Listed below are the bids received at 10:00 A.M. on August 3, 2023, for the Lime Reactor Cleaning Project. Enclosed is a list of plan holders at the time of bid. The original budget was \$200,000.

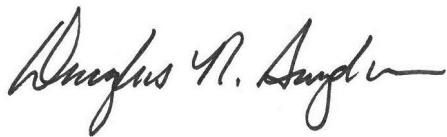
<u>BIDDER</u>	<u>BASE BID AMOUNT</u>
TMI Coatings, Inc. Paul, MN	\$343,000.00

We analyzed the bids, and find TMI Coatings, Inc. to be the lowest, responsible, and responsive Bidder, and believe that TMI Coatings, Inc. is qualified to complete the Project. We recommend that the Village award the Contract to TMI Coatings, Inc. for \$343,000.00 contingent on financing and regulatory permits.

Please advise us of your decision and call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, PE

DRS:jmc

C/encs.: Tina Kolls, Clerk (w/original bids)

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Village of Williams Bay, WI - Lime Reactor Cleaning

Quest eBidDoc" Number: 8596931

Closing Date: Thu, 08/03/2023 10:00 AM CDT **Posting Type:** Construction Project **Owner Name:** Village of Williams Bay **Solicitor Name:** Baxter & Woodman, Inc. **Contact:** Doug Snyder **Phone:** 262-492-1462 **Email:** dsnyder@baxterwoodman.com

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Comments
Mid City Corporation 12930 W. Custer Avenue, Butler, WI-53007	Mid City Corporation estimating@midcitycorp.us	262-781-5940 262-781-4005	SBE	Prime Bidder	07/21/2023	eBidDoc	
ConstructConnect 3825 Edwards Rd. Cincinnati, OH-45209	Eric Mills emills@constructconnect.com	800-364-2059 866-570-8187		Plan Room	07/26/2023	eBidDoc	
TMI Coatings, Inc. 3291 Terminal Drive, St. Paul, MN-55121	Tracy Giori tmi@tmicoatings.com	661-462-6100 661-462-0598	SBE/WBE	Prime Bidder	07/28/2023	eBidDoc	
V&T Painting LLC 5856 Gramercy Ct. Farmington Hills, MI-48336	Vasek Malaj vanopainting@aol.com	2484971494	SBE	Prime Bidder	07/28/2023	eBidDoc	
							BID AMOUNT
							\$ 343,000.00

Project	Estimate/Borrowed	New Estimate	Deficit	Adjustment	Notes
Basketball/Tennis Courts w/Elec	\$250,000	\$260,743	(\$10,743)	\$10,750	Xfer from Theatre Rd Concession project
Basketball/Tennis Courts w/Lights	\$250,000	\$329,144	(\$79,144)	\$0	
Southwick Creek Dredging	\$0	\$180,000	(\$180,000)	\$180,000	Xfer from E Geneva St Project;
Lime Reactor Cleaning	\$200,000	\$343,000	(\$143,000)	\$143,000	Xfer from Southwick Creek Realignment
Well 2 Pump Replacement	\$0	\$153,169	(\$153,169)	\$153,169	Xfer from Southwick Creek Realignment
Sewer Pipe Lining	\$200,000	\$100,000	\$100,000		\$0 Pay from borrowing instead of budget
Projects Affected					
Southwick Creek Realignment	\$500,000			(\$143,000)	Lime Reactor Cleaning
				(\$153,169)	Well 2 Pump
				(\$42,000)	SEWPC Study re Flood Plain
				(\$18,600)	Well 3 Pump Engineering
				(\$16,978)	Southwick Creek Dredging
				(\$373,747)	Total
				\$126,253	Balance
East Geneva Street Rehab	\$1,035,000			(\$180,000)	Southwick Creek Dredging
				\$855,000	Balance
Theatre Road Concession/Rest Room	\$100,000			(\$10,750)	Basketball/Tennis Courts
				\$89,250	Balance

August 3, 2023

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

Subject: Williams Bay – Well 2 Pump Replacement

Dear Mr. Lothspeich:

Listed below are the bids received at 10:00 A.M. on August 3, 2023, for the Well 2 Pump Replacement Project. Enclosed are the plan holders at the time of bid. The bid holding period is 45 days.

<u>BIDDER</u>	<u>BID AMOUNT</u>
Water Well Solutions Butler, WI	\$153,169.00
Midwest Well Solutions, d/b/a Municipal Well & Pump Waupun, WI	\$173,273.00
Mid City Corporation Butler, WI	\$176,600.00
CTW Corporation Lannon, WI	\$203,520.00

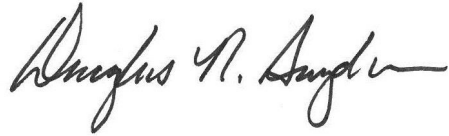
The bid amount includes a \$5,000 cash allowance for direct charges from Alliant Energy for the service replacement and Energencs for revisions to the Village control system at the water plant. The original project estimate was \$250,000.

We analyzed the bids, and find Water Well Solutions to be the lowest, responsible, and responsive Bidder, and believe that Water Well Solutions is qualified to complete the Project. We recommend that the Village award the Contract to Water Well Solutions for \$153,169.00 contingent on regulatory permits.

Please advise us of your decision and call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, PE

JWM:DRS:jmc

C/encs.: Tina Kolls, Clerk (w/original bids)

P:\WLMSV\221236-Well 2 Pump Replace\Bidding\Rec Award.docx

Village of Williams Bay, WI - Well No. 2 Pump Replacement

Quest eBidDoc" Number: 8596922

Closing Date: Thu, 08/03/2023 10:00 AM CDT Posting Type: Construction Project Owner Name: Village of Williams Bay Solicitor Name: Baxter & Woodman, Inc. Contact: Doug Snyder Phone: 262-492-1462 Email: dsnyder@baxterwoodman.com

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cont.	Bus. Desig.	Entry Date	Doc Type	Comments
Mid City Corporation 2830 W. Custer Avenue, Butler, WI 53007	Mid City Corporation estimating@midcitycorp.us	262-781-5940 262-781-4005	SBE	Prime Bidder	07/12/2023	eBidDoc	
Midwest Well Services, dba Municipal Well & Pump 1212 Storch Drive, Waupun, WI 53983	Brian Brodersen bbrodersen@municipalwellandpump.com	920-324-3400 820-324-3431		Prime Bidder	07/24/2023	eBidDoc	\$176,600.00
Minnesota Builders Exchange 1123 Glenwood Ave, Minneapolis, MN 55405	David Siegal addenda@mbex.org	612-381-2625		Plan Room	07/26/2023	eBidDoc	\$173,273.00
Core & Main LP 2804 Larue Fields Lane, Sun Prairie, WI 53590	Eric Suszka Eric.Suszka@coreandmain.com	608-434-1311		Supplier	07/26/2023	eBidDoc	
Ferguson Waterworks #1476 5350 N. RICHMOND ST., APPLETON, WI 54913	Joshua Tiebenbach joshua.tiebenbach@ferguson.com	920-731-3252 920-731-2305		Supplier	07/27/2023	eBidDoc	
ConstructConnect 3825 Edwards Rd, Cincinnati, OH 45209	Eric Mills content@constructconnect.com	800-384-2059 866-570-8187		Plan Room	07/27/2023	eBidDoc	
J. Miller Electric, Inc. 612 S. Park St. Port Washington, WI 53074	Justin Miller justin.jmillerelectric@gmail.com	262-284-2846 262-284-8282		Subcontractor	07/28/2023	eBidDoc	
Dorner Company N81 W23043 Silver Spring Dr, Sussex, WI- 53089	Pete Pronold petep@dornerco.com	262-29322100 262-29322101		Supplier	07/31/2023	eBidDoc	
Vanderstappen Power Plus, Inc DBA VP+ N1888 State Road 120, Lake Geneva, WI 53147	John or Jennifer john@vpplus.net	262-249-8584	VOSB	Construction Manager	07/31/2023	eBidDoc	
Crane Engineering Sales, Inc PO Box 38, Kimberly, WI- 54138	Dawn Draeger d.draeger@craneengineering.net	920-257-0109 920-733-2871		Supplier	08/01/2023	eBidDoc	
JMB & Associates N50 W13906 Overview Drive, Menomonie Falls, WI 53051	Jeff Miller jeffm@jmb-assoc.com	262-432-0630 262-432-0635	SBE	Supplier	08/01/2023	eBidDoc	
CTW Corporation, Wells and Fanning 3380 Old Military RD, De Pera, WI 54115	Troy Simonar troy.simonar@ctwcorporation.com	920-366-9850	SBE	Prime Bidder	08/02/2023	eBidDoc	
Emergenetics, Inc 610 East Main Drive, Saukville, WI 53080	Doralee Piering doralee.piering@emergenetics.com	262-377-8360 262-377-1515	SBE	Supplier	08/02/2023	eBidDoc	
Power Tech LLC 333 N. Main St., Walworth, WI 53184	Brandon Reschke office@powertech.llc	262-276-9138	SBE	Subcontractor	08/02/2023	eBidDoc	

Waterwell Solutions
Oconomowoc, WI

\$153,169.00

CTW Corporation
Lannon, WI

\$203,520.00

Project	Estimate/Borrowed	New Estimate	Deficit	Adjustment	Notes
Basketball/Tennis Courts w/Elec	\$250,000	\$260,743	(\$10,743)	\$10,750	Xfer from Theatre Rd Concession project
Basketball/Tennis Courts w/Lights	\$250,000	\$329,144	(\$79,144)	\$0	
Southwick Creek Dredging	\$0	\$180,000	(\$180,000)	\$180,000	Xfer from E Geneva St Project;
Lime Reactor Cleaning	\$200,000	\$343,000	(\$143,000)	\$143,000	Xfer from Southwick Creek Realignment
Well 2 Pump Replacement	\$0	\$153,169	(\$153,169)	\$153,169	Xfer from Southwick Creek Realignment
Sewer Pipe Lining	\$200,000	\$100,000	\$100,000	\$0	Pay from borrowing instead of budget
Projects Affected					
Southwick Creek Realignment	\$500,000			(\$143,000)	Lime Reactor Cleaning
				(\$153,169)	Well 2 Pump
				(\$42,000)	SEWPC Study re Flood Plain
				(\$18,600)	Well 3 Pump Engineering
				(\$16,978)	Southwick Creek Dredging
				(\$373,747)	Total
				\$126,253	Balance
East Geneva Street Rehab	\$1,035,000			(\$180,000)	Southwick Creek Dredging
				\$855,000	Balance
Theatre Road Concession/Rest Room	\$100,000			(\$10,750)	Basketball/Tennis Courts
				\$89,250	Balance

August 3, 2023

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

Subject: Williams Bay – Geneva Lake Dredging at Southwick Creek

Dear Mr. Lothspeich:

Listed below are the bids received at 10:00 A.M. on August 3, 2023 for the Geneva Lake Dredging at Southwick Creek Project:

<u>BIDDER</u>	<u>BASE BID</u>	<u>ALTERNATE DEDUCT</u>
RLP Diversified Inc. Burlington, WI	\$180,000.00	(\$20,000.00)

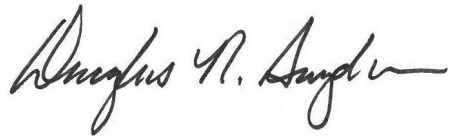
The base bid includes the loading, hauling, and disposal of the dewatered sediment by the Contractor without involvement by Village staff or free use of the Odling Construction pit as a disposal site. We asked Odling Construction for a price to load and haul the dewatered sediment and expect to have the quote before the August 7th meeting. The bid holding period is 45 days.

We will forward a recommendation following bid review by the Village.

Please call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, PE

JWM:DRS:jmc
C/encs.: Tina Kolls, Clerk (w/original bids)
P:\WLMSV\222379-Dredging at SW Creek\Bidding\Rec Award.docx

Village of Williams Bay, WI - Geneva Lake Dredging

Quest eBidDoc™ Number: 8596934

Closing Date: Thu, 08/03/2023 10:00 AM CDT Posting Type: Construction Project Owner Name: Village of Williams Bay Solicitor Name: Baxter & Woodman, Inc. Contact: Doug Snyder Phone: 262-492-1462 Email: dsnyder@baxterwoodman.com

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Comments
RLP Diversified Inc. 207 Front Street Burlington, WI-53106	Andy Keyes rpk@rlpinc.com	262-206-1297		Prime Bidder	07/24/2023	eBidDoc	
Veit & Company, Inc. 14000 Veit Place, Rogers, MN-55374	Patrice Brodning estimating@veitusa.com	763-428-2242 763-428-8348		Prime Bidder	07/24/2023	eBidDoc	
ConstructConnect 3923 Edwards Rd Chickmatt, OH-46209	Eric Mills content@constructconnect.com	800-364-2059 866-570-8187		Plan Room	07/28/2023	eBidDoc	
Paragon Integrated Services Group, LLC 8811 West 500 North Mendota, WI-53181	Dan Mount dmount@paragonisg.com	7408185052	MBE	Prime Bidder	07/27/2023	eBidDoc	
Midwest Amphibious Equipment PO Box 57, Grand Rapids, MN-55744	Matt Brink matt@ma-equipment.com	2182322174		Prime Bidder	07/27/2023	eBidDoc	
MERRELL BROS INC 8811 WEST 500 NORTH KOKOMO, IN-46901	TERRY MERRELL kim.fueller@merrellbros.com	574-689-7792 574-689-7476		Prime Bidder	07/28/2023	eBidDoc	
Drex Inc. 1213 N Sherman Ave #361, Madison, WI-53704	Scott Langum scottlangum@draxco.com	808-692-5650		Prime Bidder	07/31/2023	eBidDoc	
Odling Construction, Inc. 2015 Tomlinson Rd Delafield, WI-53116	Dean Odling odlingconstruction@gmail.com	262-728-5148 262-728-0280		Prime Bidder	08/02/2023	eBidDoc	
Integrated Lakes Management, Inc. 110 Le Baron St. Waukegan, IL-60085	Debbie Budyak dbudyak@lmenvironment.com	847-244-6682 847-244-0261	SBE	Prime Bidder	08/02/2023	eBidDoc	

TOTAL
BID

\$180,000.00

ACT
DEDUCT

\$20,000.00

Project	Cost	Year for Project	Actual Cost
Southwick Creek Realignment**	\$500,000.00		\$528.75
** Less reallocation per Resolution R-13-23 (Southwick Creek dredging)	-\$11,100.00	Village Project	
** Less reallocation per Resolution R-19-23 (Southwick Creek dredging)	-\$5,878.21	Village Project	
**Less reallocation per Resolution R-14-23 (SEWRPC Study)	-\$42,000.00	Water Project	
** Less reallocation per Resolution R-36-23 (Well #2 Pump Replacement)	-\$18,600.00	Water Project	
Remaining balance of Southwick Creek realignment allocation	\$422,421.79		
Engineering			\$528.75
Construction			\$0.00

Vendor	Description	Invoice Date	Invoice \$\$	Invoice #
Baxter & Woodman		11/22/2022	\$528.75	241001
Total Engineering			\$528.75	
Total Construction			\$0.00	
Total Project Cost			\$528.75	

Project	Estimate/Borrowed	New Estimate	Deficit	Adjustment	Notes
Basketball/Tennis Courts w/Elec	\$250,000	\$260,743	(\$10,743)	\$10,750	Xfer from Theatre Rd Concession project
Basketball/Tennis Courts w/Lights	\$250,000	\$329,144	(\$79,144)	\$0	
Southwick Creek Dredging	\$0	\$180,000	(\$180,000)	\$180,000	Xfer from E Geneva St Project;
Lime Reactor Cleaning	\$200,000	\$343,000	(\$143,000)	\$143,000	Xfer from Southwick Creek Realignment
Well 2 Pump Replacement	\$0	\$153,169	(\$153,169)	\$153,169	Xfer from Southwick Creek Realignment
Sewer Pipe Lining	\$200,000	\$100,000	\$100,000	\$0	Pay from borrowing instead of budget
Projects Affected					
Southwick Creek Realignment	\$500,000			(\$143,000)	Lime Reactor Cleaning
				(\$153,169)	Well 2 Pump
				(\$42,000)	SEWPC Study re Flood Plain
				(\$18,600)	Well 3 Pump Engineering
				(\$16,978)	Southwick Creek Dredging
				(\$373,747)	Total
				\$126,253	Balance
East Geneva Street Rehab	\$1,035,000			(\$180,000)	Southwick Creek Dredging
				\$855,000	Balance
Theatre Road Concession/Rest Room	\$100,000			(\$10,750)	Basketball/Tennis Courts
				\$89,250	Balance

PROPOSAL: WB82432
DATE: 8/24/2023

PROPOSAL
ODLING CONSTRUCTION, INC.

4941 TOWNHALL RD.
DELAVAN, WI 53115
PHONE: 262-728-5148
FAX: 262-728-0290

PROJECT: OWNER: Village of Williams Bay
ADDRESS: 250 Williams St
CITY, ST: Williams Bay, WI 53191
Email: dsnyder@baxterwoodman.com
PHONE: 262-492-1462 Att. Doug Snyder B/W
PROJECT ADDRESS: Edgewater Park
Williams Bay, WI 53191

WE HEREBY PROPOSE TO FURNISH THE MATERIAL AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

LOAD AND DISPOSE OF DREDGED MATERIAL

INCLUDED: Provide hauling of dredged material from village location to disposal location
Provide loading of material
Remove app. 420 cubic yards

Total \$16,000.00

NO PERMITS INCLUDED

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSON OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO CO-OPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMAN MANNER AND DONE ACCORDING TO STATE AND LOCAL CODES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL.

PAYMENT IN FULL WILL BE DUE 30 DAYS FROM DATE ON FIRST INVOICE. 1.5% INTEREST PER MONTH WILL BE CHARGED ON ANY BALANCE AFTER 30 DAYS.

RESPECTFULLY SUBMITTED

Dean Odling

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS SPECIFIED ABOVE.

DATE _____

SIGNATURE _____

**VILLAGE OF WILLIAMS BAY, WISCONSIN
HIGHWAY 67 WEST UTILITY IMPROVEMENTS
ENGINEERING DESIGN SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 2325940.00

Project Description:

The Project consists of the replacement of sanitary sewer and water main as part of the upcoming WisDOT resurfacing of State Highway 67 from Elkhorn Road to the west Village limit.

See the STH 67 West Utility Improvements – Revised Recommendation dated May 9, 2023. The identified streetscaping is not included in the scope of work.

Engineering Services:

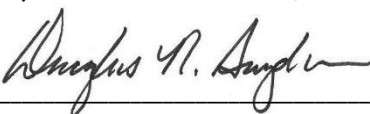
Specific Engineering services are described in the Master Engineering Services Agreement between the Village and Engineers dated October 16, 2017. A detailed scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B, attached hereto.

Compensation:

Compensation for the services will be in accordance with the Master Engineering Services Agreement dated October 16, 2017. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, a lump sum fee of \$195,000.

Submitted by: **Baxter & Woodman, Inc.**

By:



Douglas R. Snyder, P.E.

Title: Vice President

Date: August 24, 2023

Approved: **Village of Williams Bay, WI**

By:

William B. Duncan

Title: President

Date:

Attest:

Tina Kolls, Clerk

Additional Comments: WisDOT will bid the project and provide construction management services. The Village is waiting for the State-Municipal Agreement (SMA) associated with this project. A future work order will include construction observation services.

PROJECT DESCRIPTION

The Project consists of the replacement of sanitary sewer and water main as part of the upcoming WisDOT resurfacing of State Highway 67 from Elkhorn Road to the west Village limit.

See the STH 67 West Utility Improvements – Revised Recommendation dated May 9, 2023. The identified streetscaping is not included in the scope of work.

- ***Authorization to Proceed – September 2023***
- ***60% Utility Drawings to WisDOT – March 1, 2024***

The following items are not included within the scope; we believe they are not necessary or provided by others:

- Digital Base Plan Sheets of Highway 67 (provided by WisDOT)
- Geotechnical Soils Investigation / Subsurface Utility Investigation
- Survey Plats, Legal Descriptions, or Easement Documentation
- Underground utility design outside the limits of the side street intersections

SCOPE OF SERVICES

1. **PROJECT MANAGEMENT** – Plan, schedule, and control the activities to complete the Project. These activities include, but are not limited to, budget, schedule, and scope. Confer with the Village's staff and project team as needed to achieve the goals of the Project and to clarify and define the general scope, extent, and character of the Project.
2. **MEETINGS WITH VILLAGE STAFF** – Conduct meetings with Village staff during the design of the Project to review and discuss design issues. Anticipated meetings with Village staff and the design team include a Project Kick-off Meeting, and two Design Review Meetings: a preliminary pipeline alignment meeting to review the initial layout of the sewers and water mains; and a meeting before submittal of the final design to WisDOT.
3. **EXISTING CONDITIONS REVIEW** - Review existing plans, drawings, utility atlases, plats, and reports. The Owner will obtain and provide digital Base Plan Sheets from WisDOT.
4. **FINAL DESIGN DRAWINGS** - Prepare Design Documents consisting of Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor selected by the Village.

5. ESTIMATE OF COST – Prepare an opinion of probable construction cost.
6. QUALITY CONTROL REVIEW – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimate of cost for the Project.
7. AGENCY SUBMITTAL - Submit permit application to WDNR Water and Wastewater Sections for the construction and operation of the new sanitary sewers and water mains. Respond to comments and revise Project documents accordingly.

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Client: WLMSV

Plan Number: 2325940.00

Plan Name: WLMSV STH 67 West

Deliverable	Sub-Deliverable	Employee	Planned Hrs	Labor Compensation	Reimbursable Expenses	Total Compensation
Totals			1,050.00	\$194,800.00	\$200.00	\$195,000.00
01 - Project Administration			136.00	\$30,000.00	\$200.00	\$30,200.00
			0.00			
	01A - Manage Project		104.00	\$23,000.00		\$23,000.00
	01A	Brett Biwer	80.00			
	01A	Doug Snyder	24.00			
	02A - Attend Meetings		32.00	\$7,000.00	\$200.00	\$7,200.00
	02A	Brett Biwer	24.00			
	02A	Doug Snyder	8.00			
02 - Preliminary Design			332.00	\$57,000.00		\$57,000.00
		Brett Biwer	120.00			
		Doug Snyder	32.00			
		Ursula Botsch	180.00			
03 - Final Design			581.00	\$107,800.00		\$107,800.00
			0.00			
	03A - Utility Coordination		60.00	\$12,000.00		\$12,000.00
	03A	Brett Biwer	60.00			
	03B - Prepare Drawings		160.00	\$23,000.00		\$23,000.00
	03B	Ursula Botsch	160.00			
	03C - Prepare Project Manual		96.00	\$18,400.00		\$18,400.00
	03C	Brett Biwer	80.00			
	03C	Julie Crayton	16.00			
	03D - Infrastructure Design		152.00	\$32,400.00		\$32,400.00
	03D	Brett Biwer	120.00			
	03D	Doug Snyder	32.00			
	03E - Permit Submittals		40.00	\$8,000.00		\$8,000.00
	03E	Brett Biwer	40.00			
	03F - Prepare Quantity Tables		40.00	\$8,000.00		\$8,000.00
	03F	Brett Biwer	40.00			
	03G - Quality Control Review		32.00	\$6,000.00		\$6,000.00
	03G	Joe Marchese	32.00			

May 9, 2023

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

Highlighted items are
major revisions to a May
4, 2023 recommendation
that did not include
streetscape improvements

Subject: Village of Williams Bay – STH 67 West Utility Improvements - Revised

Dear Mr. Lothspeich:

As requested, we reviewed 30 percent Wisconsin Department of Transportation (WDOT) plans for the STH 67 resurfacing project planned for construction in 2026 or 2027. We also reviewed the record drawings for the water main and the televising tapes for the sanitary sewer in West Geneva Street (STH 67) that are within the planned resurfacing limits. The paragraphs that follow further describe the planned sanitary sewer, water main, and roadway improvements. We recommend the Village inform the WDOT of the following:

- The Village intends to relay about 700 feet of sanitary sewer between Williams Street and Walworth Avenue; see enclosed Exhibit A and Table 1.
- The Village intends to replace the water main within West Geneva Street; see enclosed Exhibit B and Table 1.
- The Village desires streetscaping between Elkhorn Road and Williams Street.
- The Village requests the WDOT to include the water and sewer improvements on the 60 percent WDOT plans.

Sanitary Sewer Improvements

The sanitary sewer, see enclosed Exhibit A, in this section of roadway is vitrified clay pipe installed prior to the 1962 roadway and storm sewer; it is in average condition and needs maintenance but not immediate repair except in the section between Williams Street and Walworth Avenue, which is undersized, appears to have sections abandoned, and has an offset joint at the Walworth Avenue drop connection. Enclosed Table 1 – Section 1 – Sanitary Sewer summarizes the planned sanitary sewer improvements; the expected Village cost is \$617,000.

Water Main Improvements

The water main, see enclosed Exhibit B, in this section of roadway is from the early 1930's; it is at the end of its useful life and has hydrants and valves that need replacement. A new

12-inch water main will increase the available fire flow to the downtown, former elementary school area, and the intersecting streets. The planned location is under the westbound parking lane. There will be a normally closed valve near the former elementary school to maintain the two pressure zones. The proposed water main should increase the available fire flow along this route from 1400 gallons per minute to 2800 gallons per minute, which meets Insurance Services Office (ISO) Standards for commercial areas. Enclosed Table 1-Section 2 – Water Main summarizes the planned water main improvements; the expected Village cost is \$4,100,000.

Roadway Improvements

On the most recent project the WDOT funded the two traffic lanes; the Village funded the parking lanes and the difference between the replacement and rehabilitation cost for the section south of Olive Street. Enclosed for reference is the State Municipal Agreement for the most recent project showing the funding allocation for each component of the project. Federal funding was not available for streetscaping, and it may not be available for streetscaping for the planned project; if it is available, it is typically 80 percent federal funded. The enclosed Table 1-Section 3 - Roadway summarizes the planned roadway improvements, including an allowance of \$410,000 for streetscaping without federal funding; the expected Village cost is \$1.1M.

The existing roadway within the Village limits is either concrete or rubblized (previously shattered in place) concrete under 4-inches of asphalt pavement. The planned rehabilitation consists of milling and replacing the 4-inch asphalt surface. We expect the WDOT will require the Village to replace the concrete base materials with asphalt prior to milling, like the recent north-south section of STH 67. The WDOT is only showing sidewalk improvements at the intersection where they are installing curb ramps; the Village should plan additional sidewalk replacement. The WDOT does not appear to be planning storm water or storm sewer improvements.

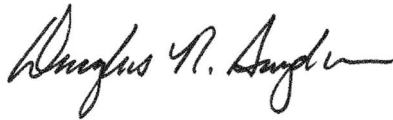
Enclosed in an excerpt from the WDOT 30 percent plans within the Village. The Village should require the WDOT to construct the utility improvements within the roadway as part of the WDOT contract and include the design of these improvements in the 60 percent plan set. The Village will benefit by avoiding work with other utilities and should save money by not replacing the pavement in-kind and not using concrete slurry backfill material over the utility. The concrete slurry is a combination of cement and stone delivered by a concrete truck. It is more than twice the cost of granular backfill. The pavement in-kind and the use of concrete slurry backfill would add approximately \$900,000 to the cost of the project. We

expect the WDOT to cost share between the pavement in the travel lane and pavement in the parking lane, like the current project.

Please call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



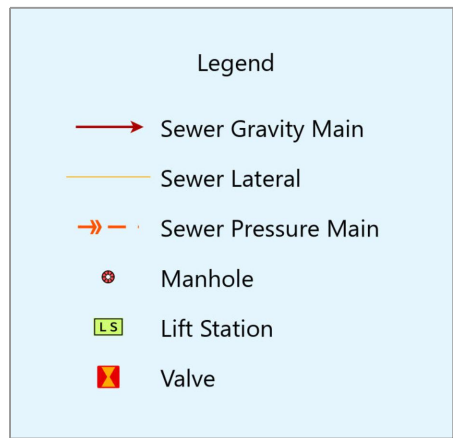
Douglas R. Snyder, P.E.

DRS:drs

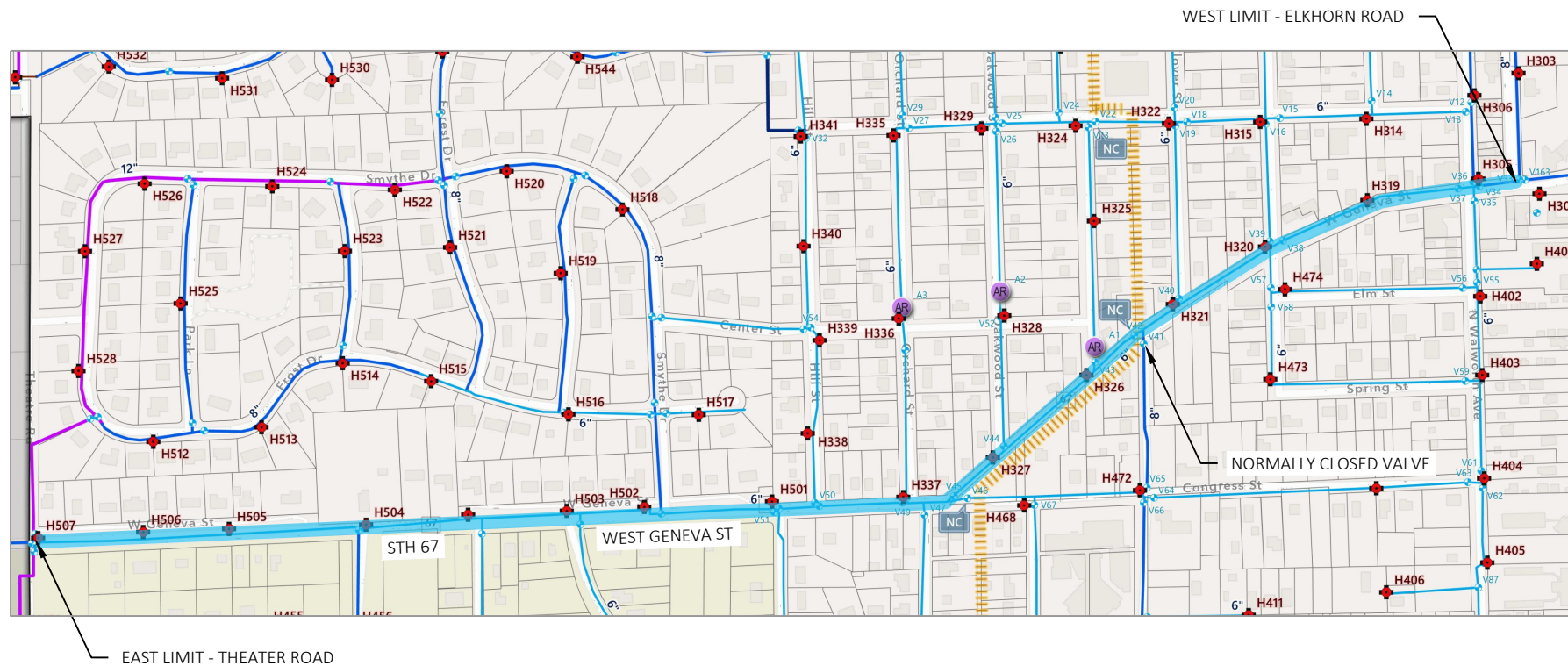
Enclosures: as noted

CC: Wayne Edwards, DPW

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REPLACE SANITARY SEWER AND RECONNECT LATERALS.



BAXTER & WOODMAN
Consulting Engineers



Table 1
Preliminary Opinion of Probable Cost

Section 1 - Sanitary Sewer

No.	Item	Approximate Quantity	Unit Price	Totals
1	Relay on West Geneva - Williams Street to Walworth Ave.	700 LF	\$ 300	\$ 210,000
2	Sanitary Manhole	3 EA	\$ 15,000	\$ 45,000
3	Sanitary Laterals and Connection	14 EA	\$ 8,000	\$ 112,000
4	Temporary Pavement	1,200 LF	\$ 50	\$ 60,000
5	Restoration and Traffic Control	1 LS	\$ 30,000	\$ 30,000

Section 1 Construction Cost = \$ 457,000
Engineering, Legal, and Contingencies (35%) = \$ 160,000
Section 1 Project Cost = \$ 617,000

Section 2 - Water Main

No.	Item	Approximate Quantity	Unit Price	Totals
1	12-Inch Main	7,500 LF	\$ 225	\$ 1,687,500
2	Intersection Connections, Including Valves	16 EA	\$ 18,000	\$ 288,000
3	Hydrant Assembly	12 EA	\$ 7,500	\$ 90,000
4	Water Service Reconnections	90 EA	\$ 5,000	\$ 450,000
5	Temporary Pavement	7,500 LF	\$ 50	\$ 375,000
6	Abandon Existing Water Main/Hydrants	1 LS	\$ 80,000	\$ 80,000
7	Restoration and Traffic Control	1 LS	\$ 60,000	\$ 60,000

Section 2 Construction Cost = \$ 3,030,500
Engineering, Legal, and Contingencies (35%) = \$ 1,060,500
Section 2 Project Cost = \$ 4,091,000

Section 3 - Roadway - Non Participating Costs

No.	Item	Approximate Quantity	Unit Price	Totals
1	Pavement Replacement - Parking Lanes	8000 SY	\$ 35	\$ 280,000
2	Pavement Replacement - Williams Street to Walworth Ave	2200 SY	\$ 40	\$ 88,000
3	Additional Sidewalk Replacement	3000 SF	\$ 12	\$ 36,000
4	Streetscaping Improvements - Elkhorn Rd. to Williams St.	1 LS	\$ 410,000	\$ 410,000

Section 3 Construction Cost = \$ 814,000
Engineering, Legal, and Contingencies (35%) = \$ 285,000
Section 3 Project Cost = \$ 1,099,000

Total Cost \$ 5,807,000



**1st Revision
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

This agreement supersedes the agreement signed by the Municipality on February 20, 2020 and signed by the State on February 26, 2020.

Revised date: August 1, 2022

Date: August 20, 2019

I.D.: 3325-06-01/71/72

Road Name: STH 67

Limits: Geneva St to Glenwood Dr

County: Walworth

Roadway Length: 1.21 Miles

The signatory Village of Williams Bay, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering: Plan Development	\$ 180,000	\$ 180,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 10,000	\$ 10,000	100%	\$ -	0%
Compensable Utilities	\$ 1,000	\$ 1,000	100%	\$ -	0%
Construction: Participating					
Resurface Segment	\$ 1,482,000	\$ 1,482,000	100.0%	\$ -	0.00%
Parking(resurface segment)	\$ 29,000		0.0%	\$ 29,000	LSUM
Pavement Replace Segment	\$ 616,620	\$ 229,691	37.25%	\$ 386,929	62.75%
Soil borings performed by Municipality				\$ (3,710)	LSUM
Non-Participating	\$ 1,067,300	\$ -	0%	\$ 1,067,300	100%
Total Cost Distribution	\$ 3,385,920	\$ 1,902,691		\$ 1,479,519	

* See Item 9 Basis for local participation in Terms and Conditions

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of

neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the Village of Williams Bay (please sign in blue ink)		
Name <i>Walter P. Dure</i>	Title <i>President</i>	Date <i>8/60/22</i>
Signed for and in behalf of the State (please sign in blue ink)		
Name <i>Tony J. Barth</i>	Title SE Region Planning Chief	Date <i>8/17/2022</i>

TERMS AND CONDITIONS:

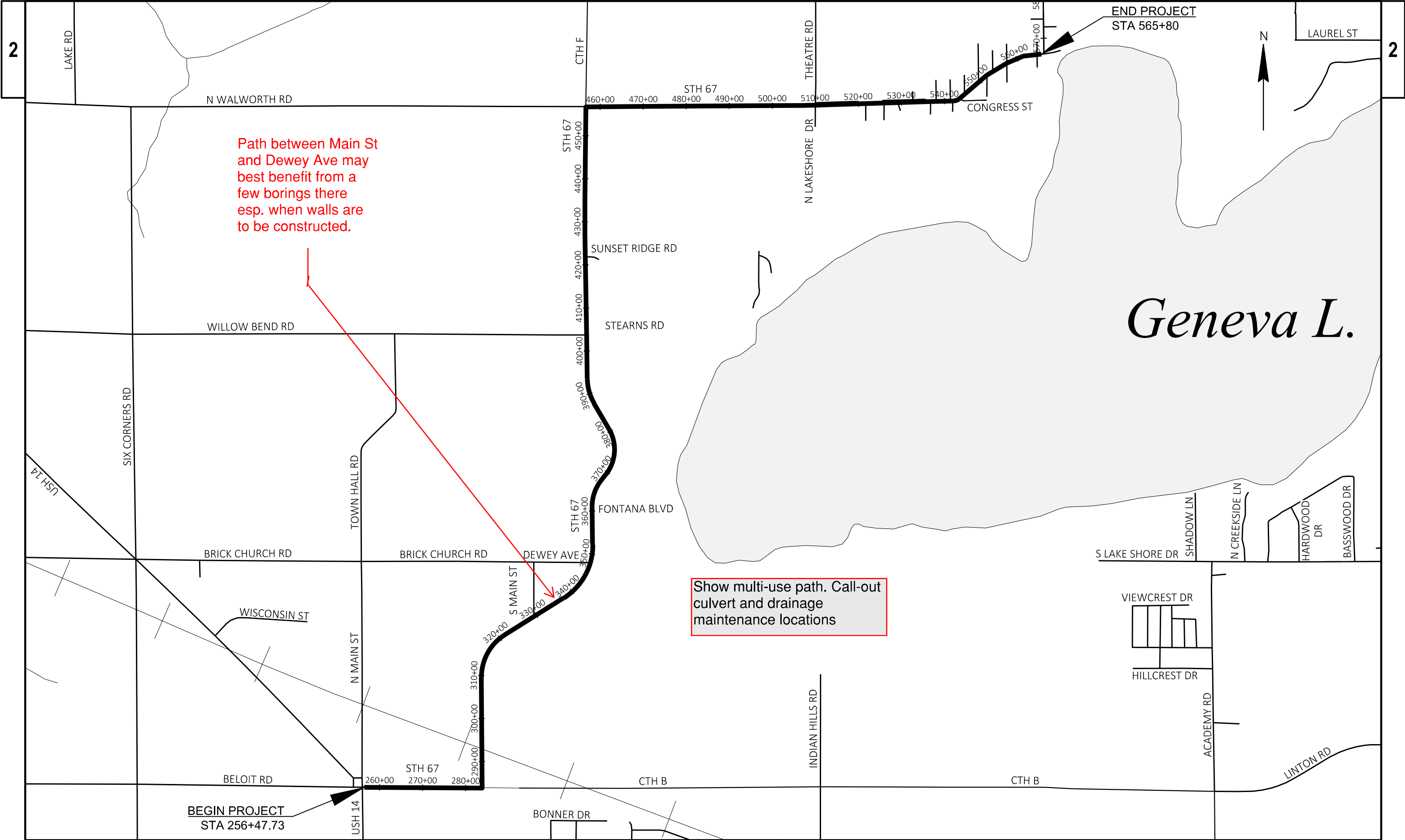
1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or

Facility Owner includes the following items:

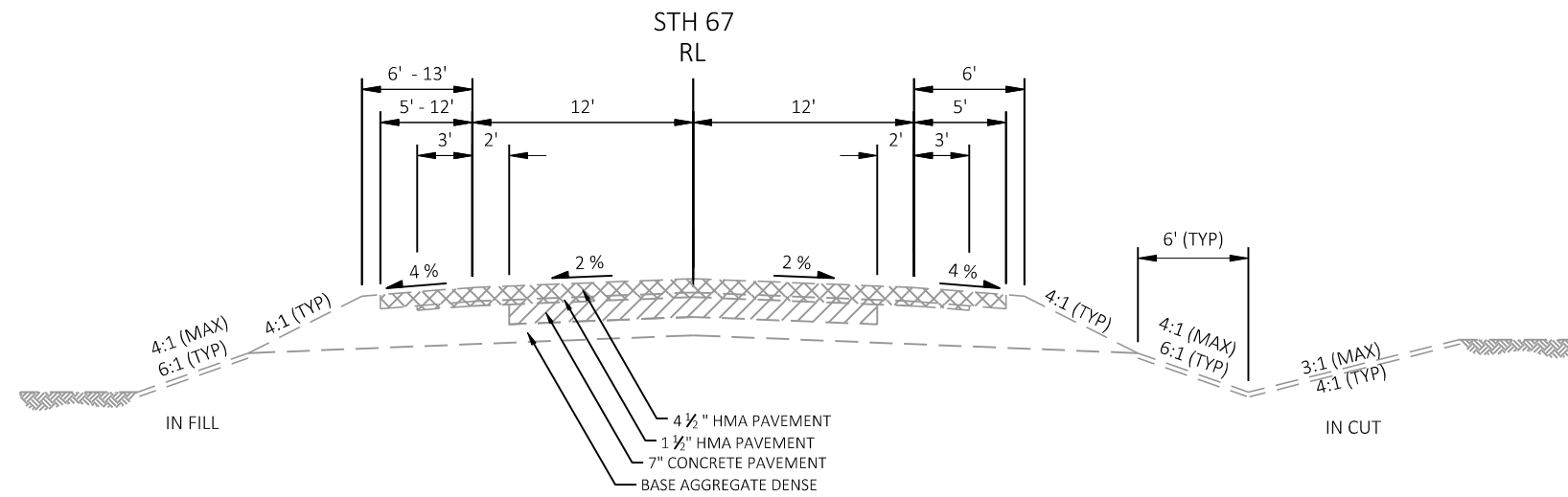
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all Community Sensitive Solutions (CSS) and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.
- (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% State.
 - (d) Funding for construction of standard roadway items in the resurfacing segment, and the removal of the stairs in the SW corner of the Geneva Street intersection 100% State.
 - (e) Funding for parking lanes in the resurface segment, a Municipal total payment of \$29,000, billed as the project progresses.
 - (f) Funding for construction of standard roadway items in the pavement replacement segment– 37.25% State, 62.75% Municipal. Percentage is based on difference in cost between resurface (DOT recommended) and pavement replacement (Municipal requested), and parking lanes at 100% Municipal.
 - (g) Funding for soil boring performed but the Municipality for the State, 100% State. This will be applied as a credit against the non-participating work on 3325-06-72 as a one-time lump sum amount of \$3,710.
 - (h) Funding for non-participating items 100% Municipality.

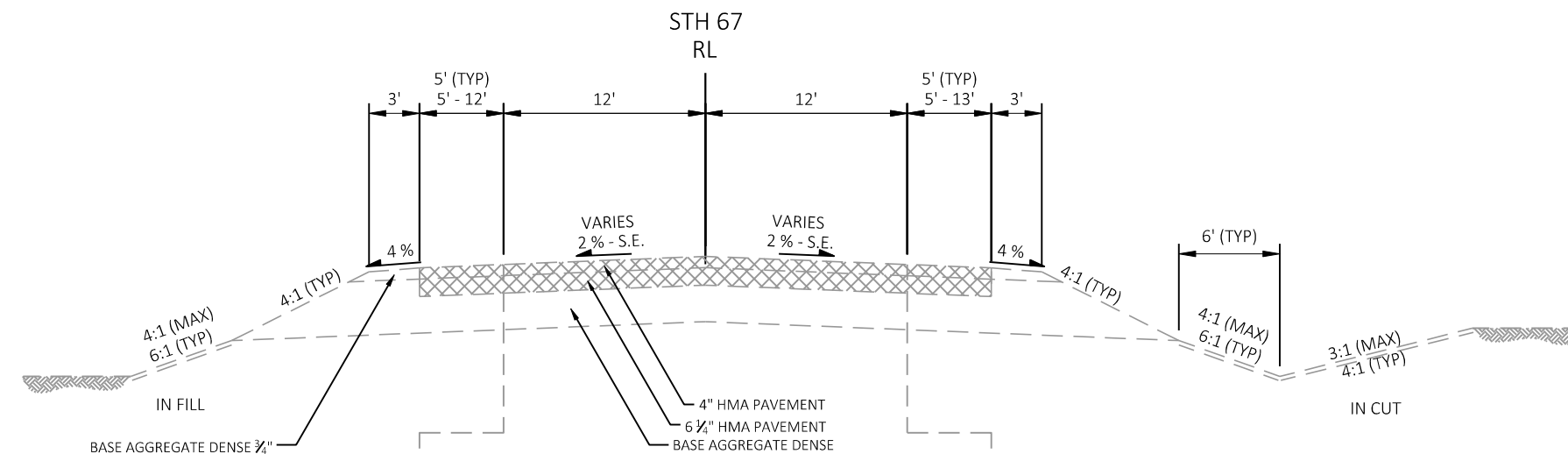
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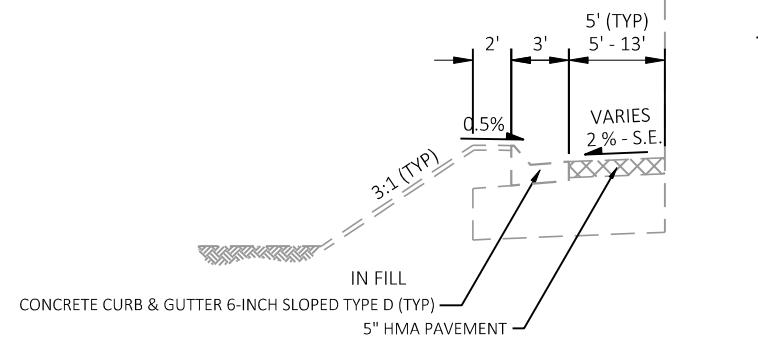
PROJECT NO:	3325-08-70	HWY:	STH 67	COUNTY:	WALWORTH	PROJECT OVERVIEW	SHEET	PRE 2	E
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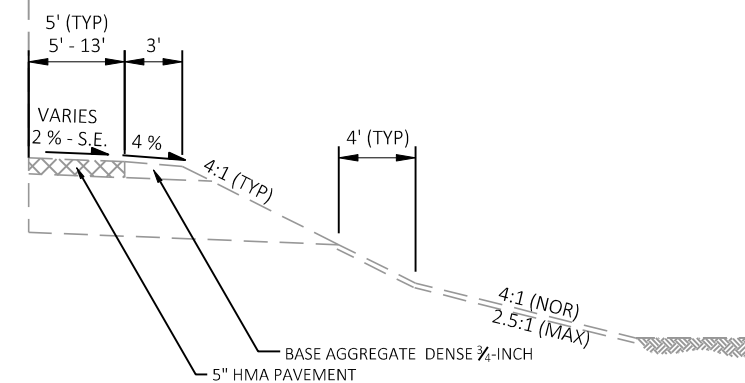
EXISTING TYPICAL SECTION STH 67
STA 283+85 TO STA 309+20



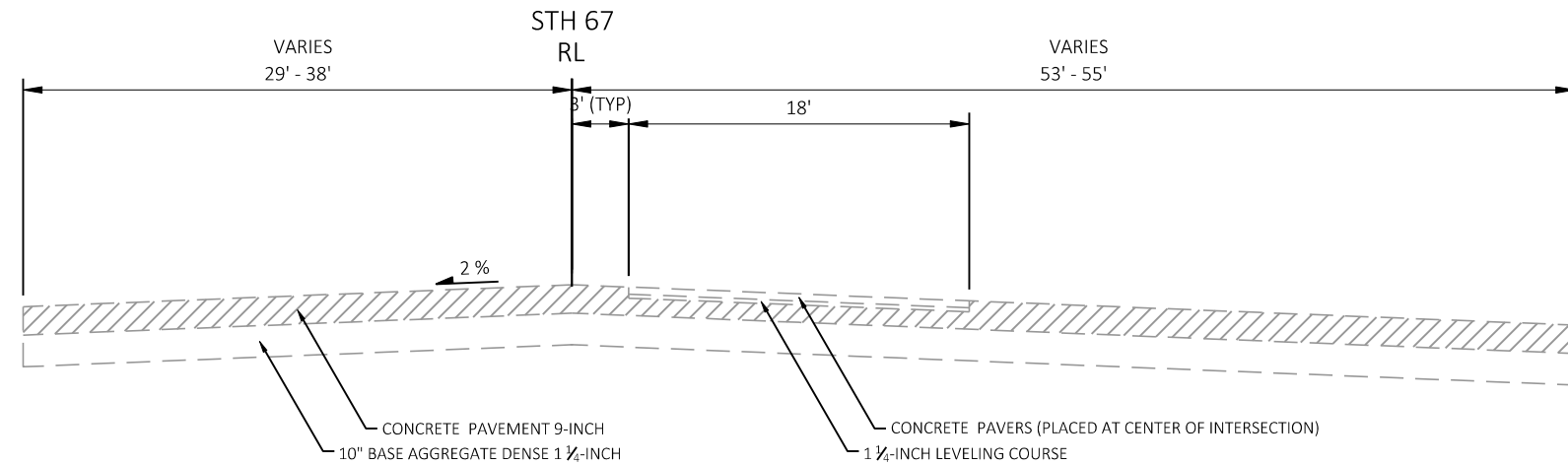
EXISTING TYPICAL SECTION STH 67
STA 309+20 TO STA 345+85
STA 378+08 TO STA 508+38



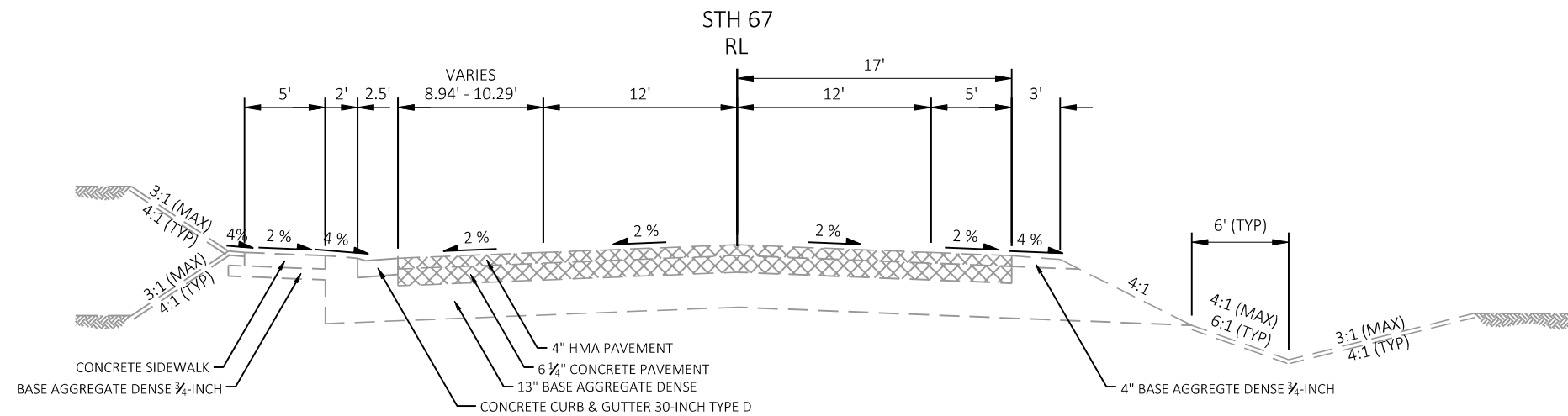
EXISTING TYPICAL SECTION STH 67 AT INTERSECTION IMPROVEMENTS
STA 312+60 TO STA 314+06, LT
STA 322+93 TO STA 330+11, LT
STA 388+86 TO STA 390+20, LT
STA 403+14 TO STA 404+43, LT
STA 456+09 TO STA 457+31, LT
STA 309+67 TO STA 316+44, RT
STA 328+22 TO STA 329+71, RT
STA 403+50 TO STA 404+30, RT
STA 421+05 TO STA 422+35, RT
STA 456+01 TO STA 457+35, RT



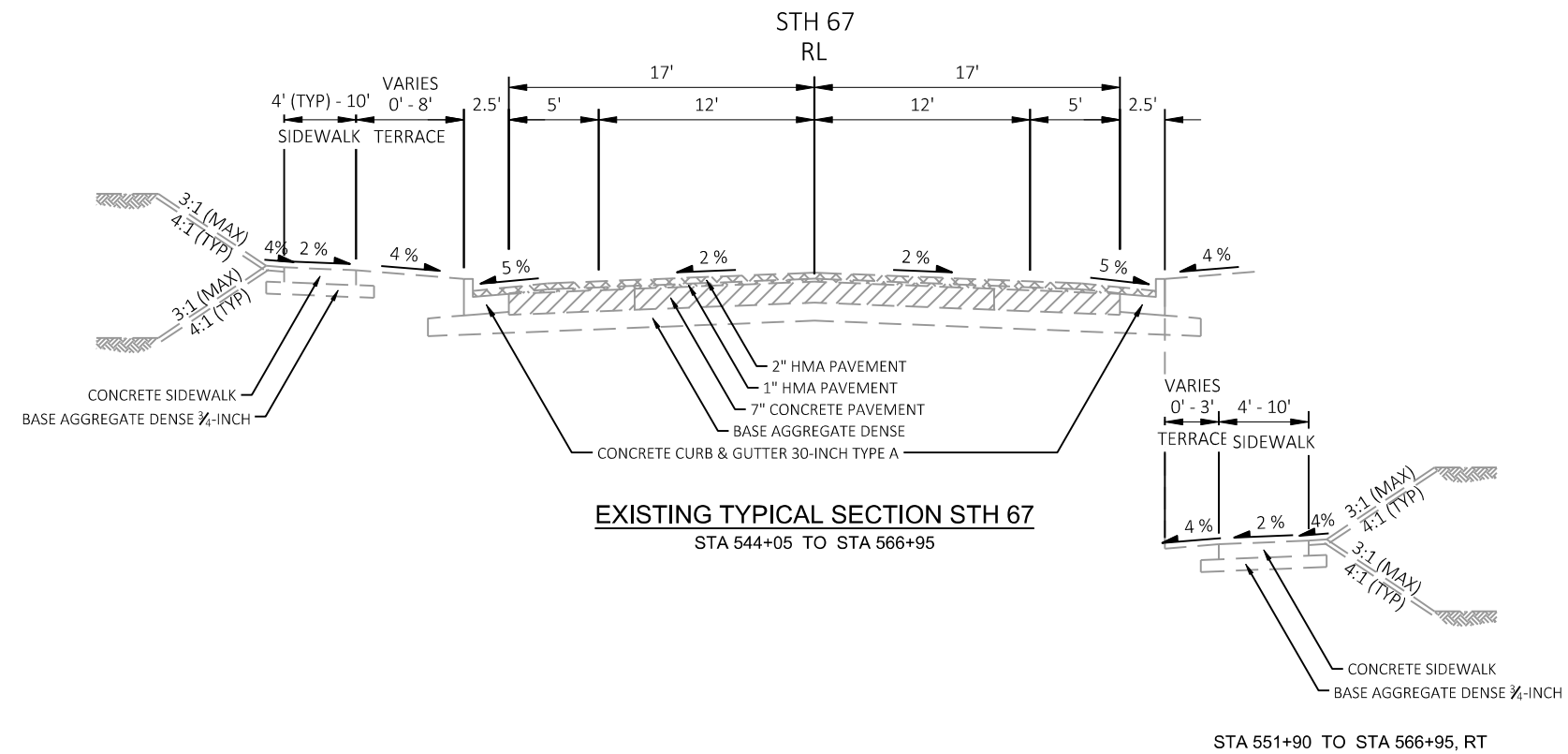
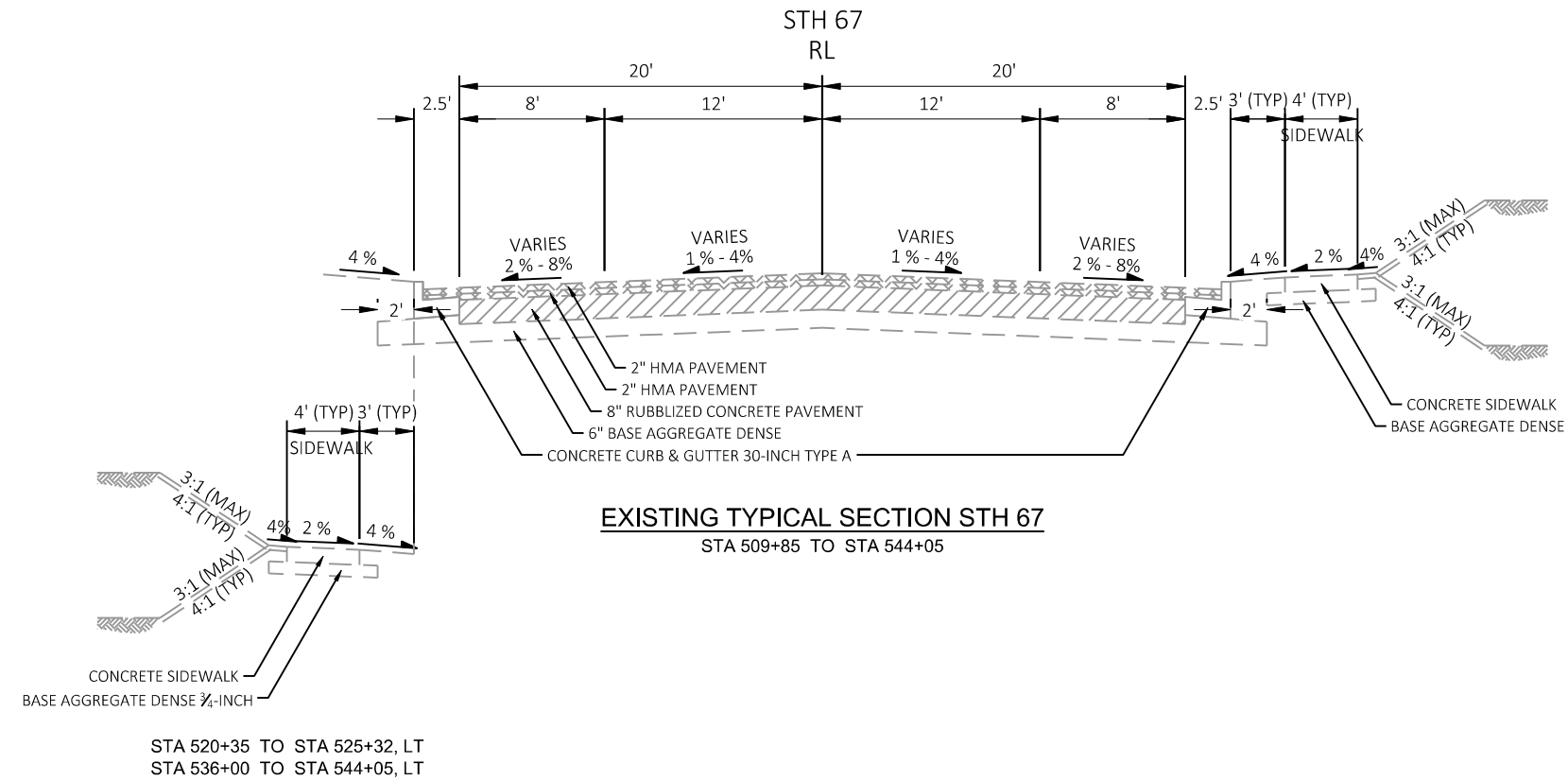
EXISTING TYPICAL SECTION STH 67 AT INTERSECTION IMPROVEMENTS
TRANSITIONS TO CURB AND GUTTER SECTIONS, LT & RT

**EXISTING TYPICAL SECTION STH 67**

STA 360+35 TO STA 361+56
STA 363+44 TO STA 364+54
STA 367+08 TO STA 368+17

**EXISTING TYPICAL SECTION STH 67**

STA 508+38 TO STA 509+85



PROJECT NO: 3325-08-70

HWY: STH 67

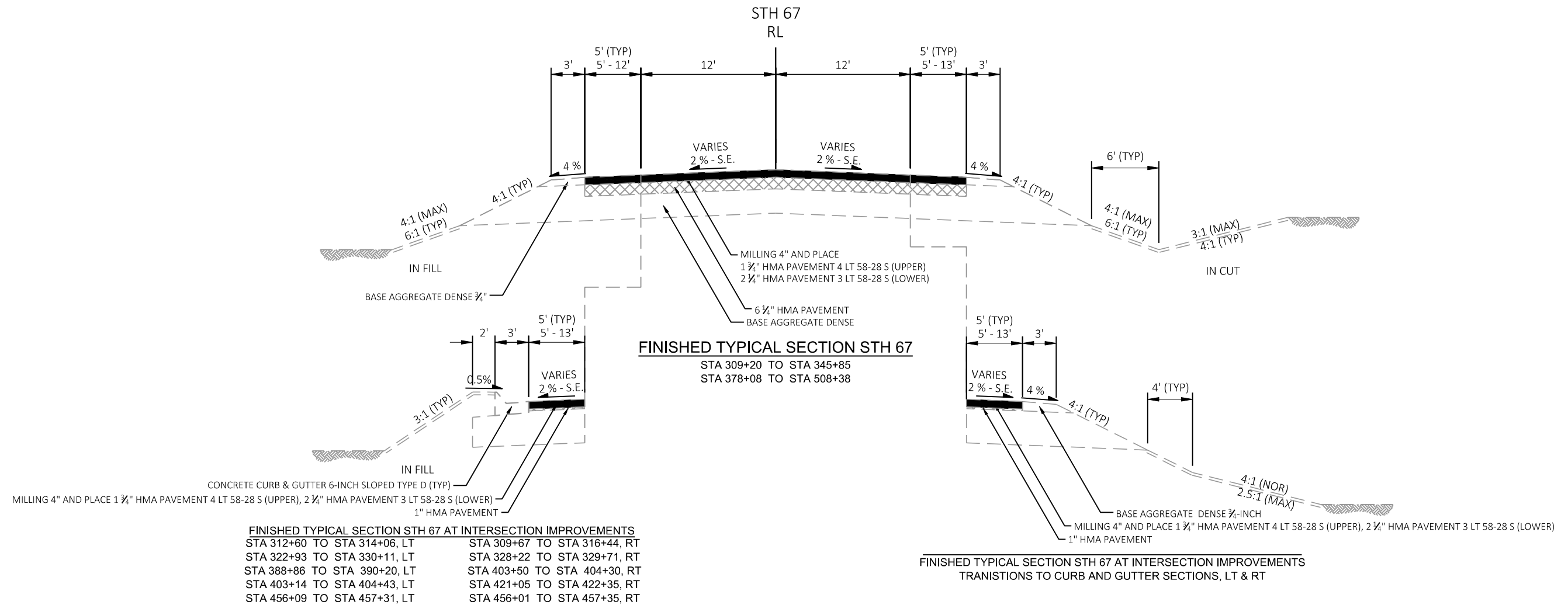
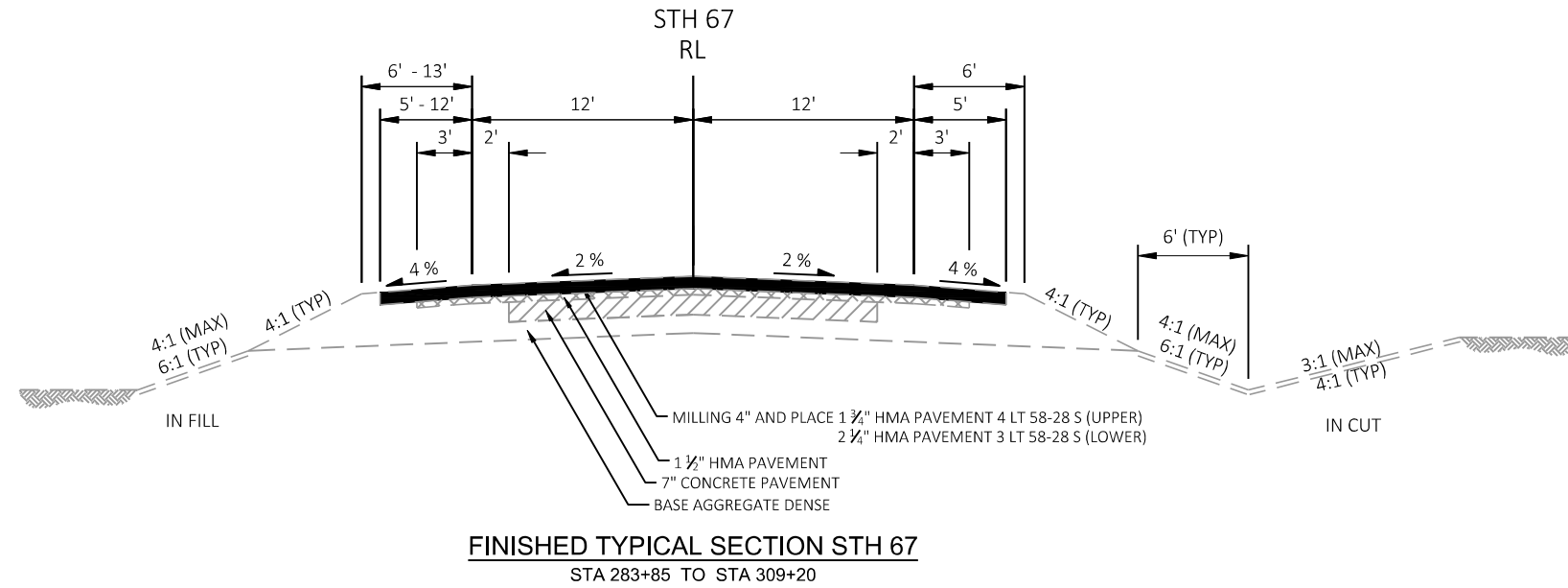
COUNTY: WALWORTH

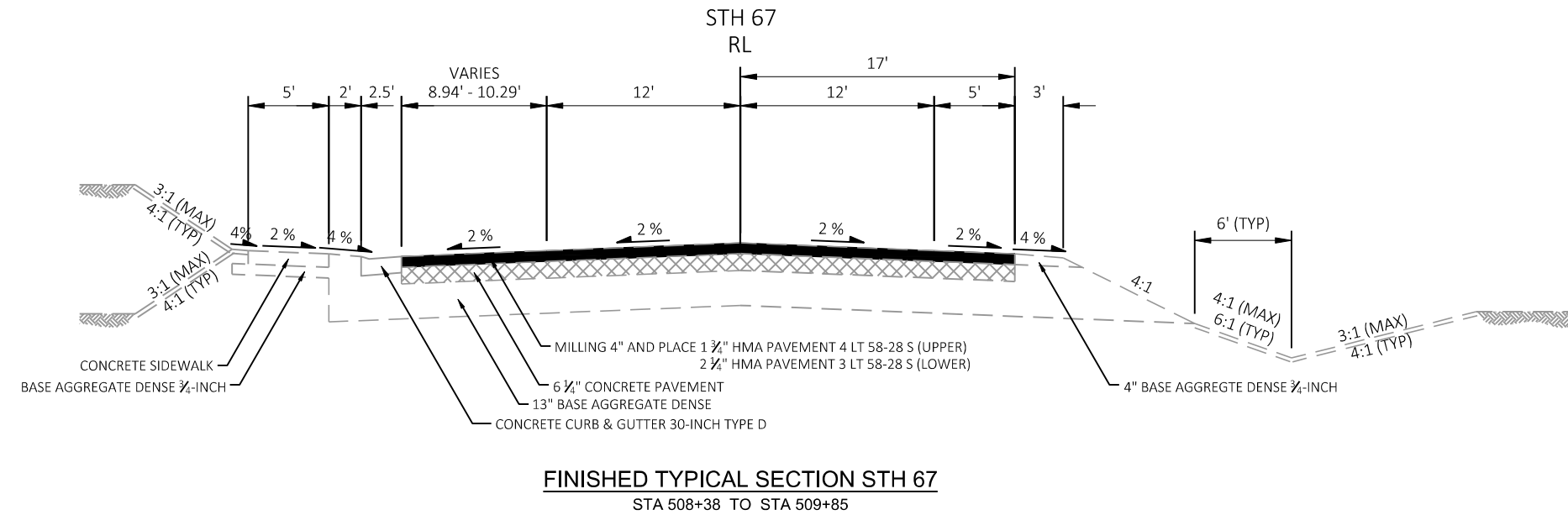
TYPICAL SECTIONS - STH 67

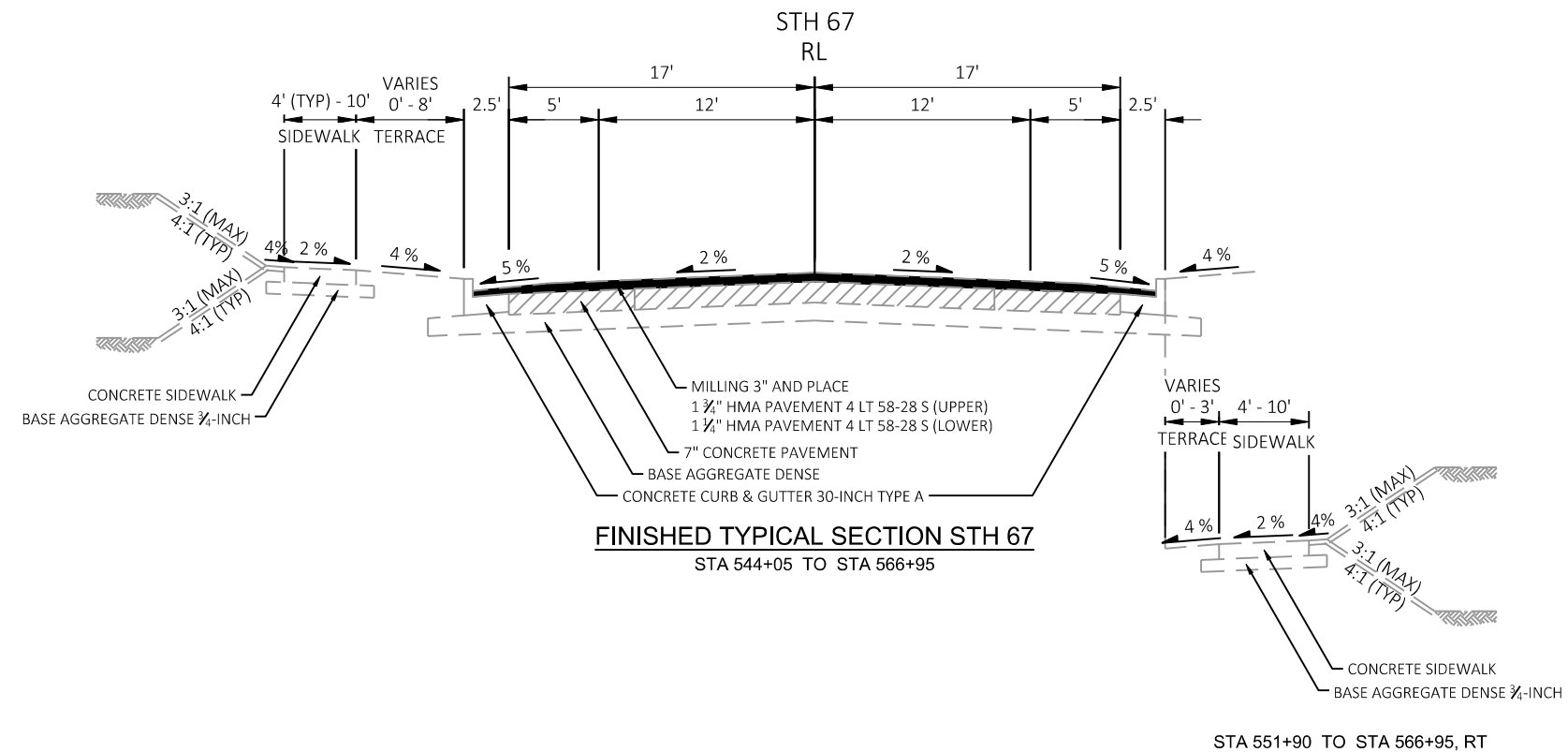
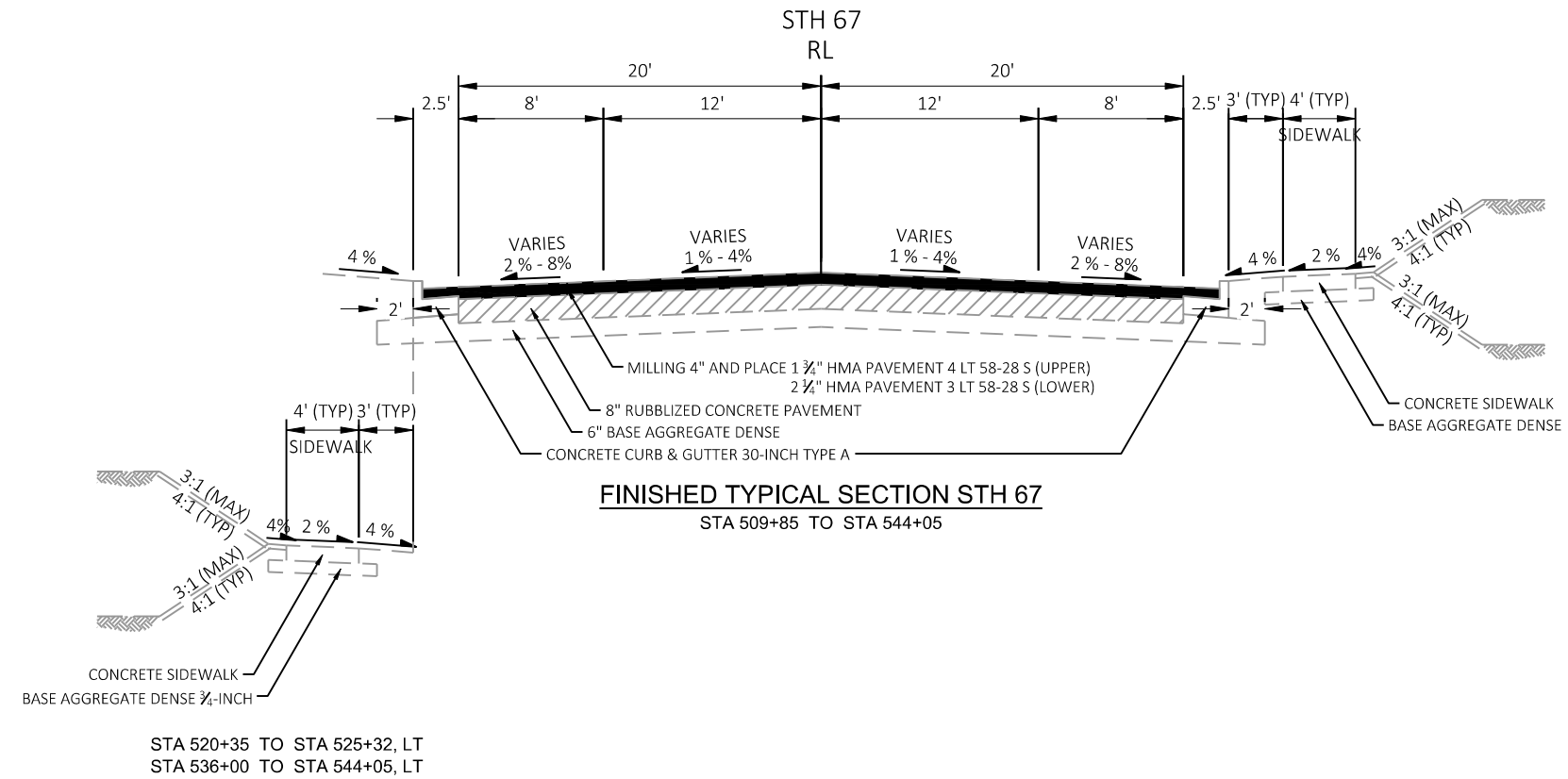
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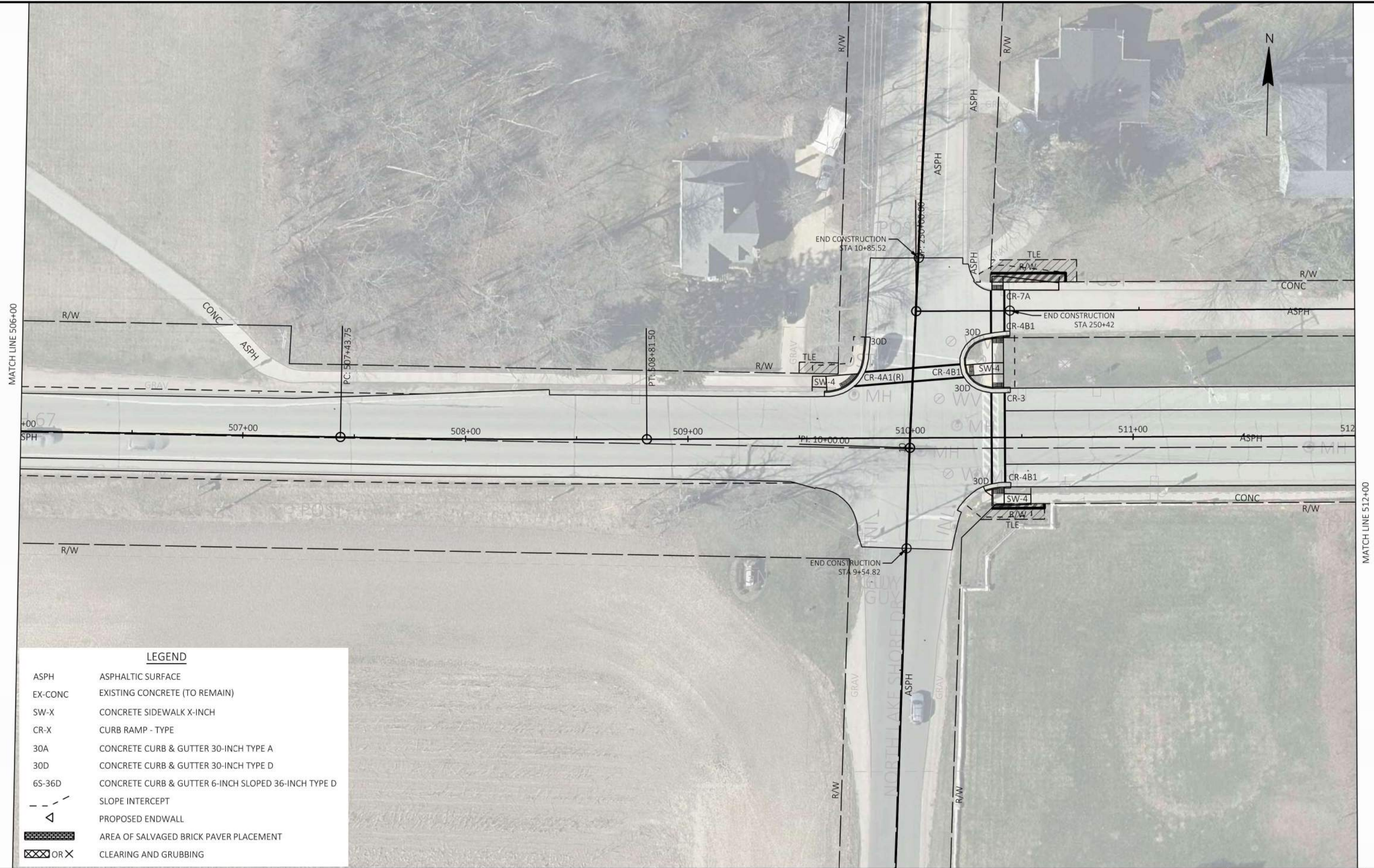
PRE 8

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



PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET

PRE 61 E

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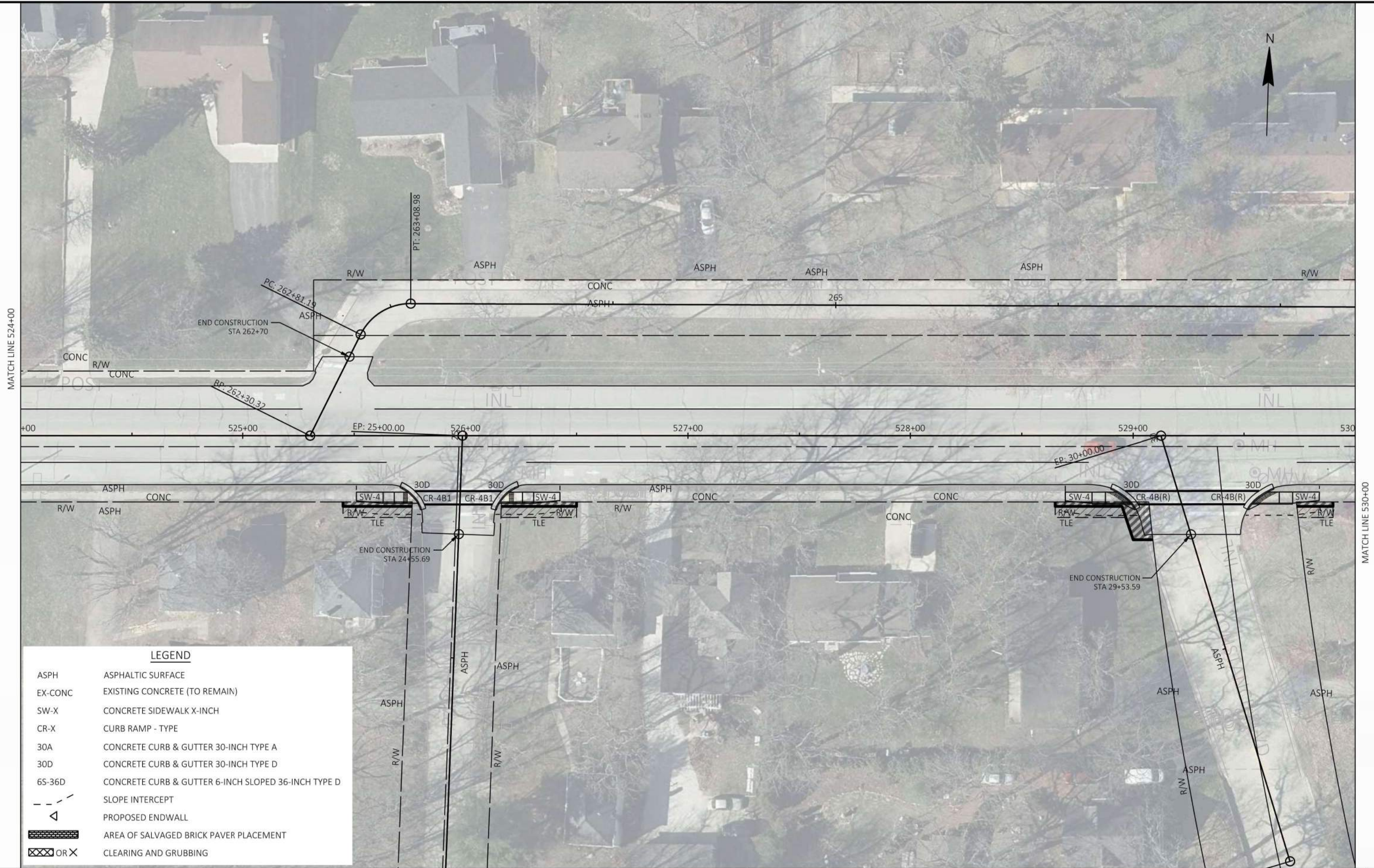
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PLOT BY: SENZ, LUKE

PLOT NAME:

PLOT SCALE: 1 IN=40 FT

WISDOT/CADD SHEET 42





LEGEND

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

PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET PRE 3 E

FILE NAME : N:\PDS\33250800\33250800\33250800\021201-PD.DWG
LAYOUT NAME - 021247-pd

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PLOT BY : SENZ, LUKE

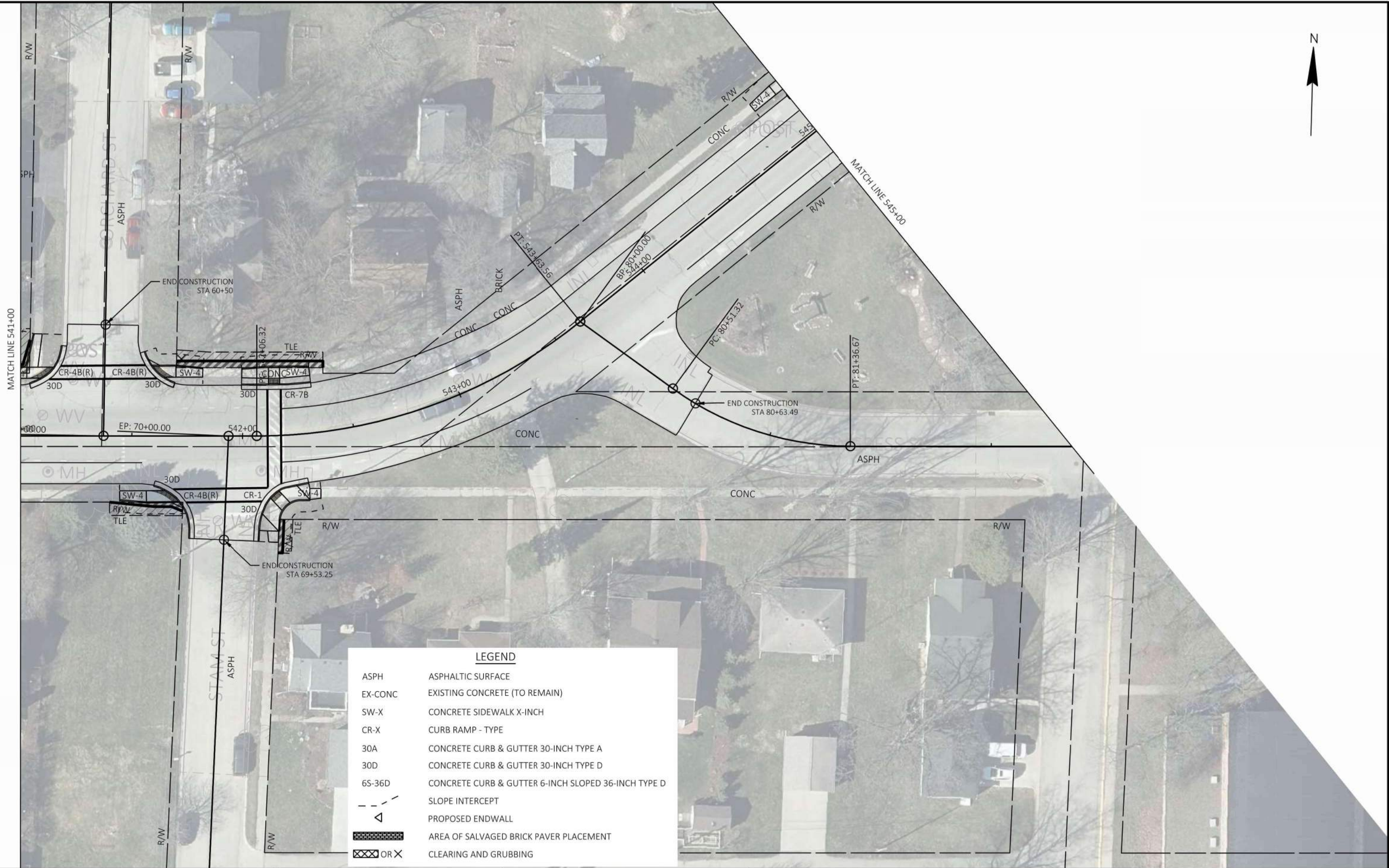
PLOT NAME :

PLOT SCALE : 1 IN=40 FT

WISDOT/CADD SHEET 42

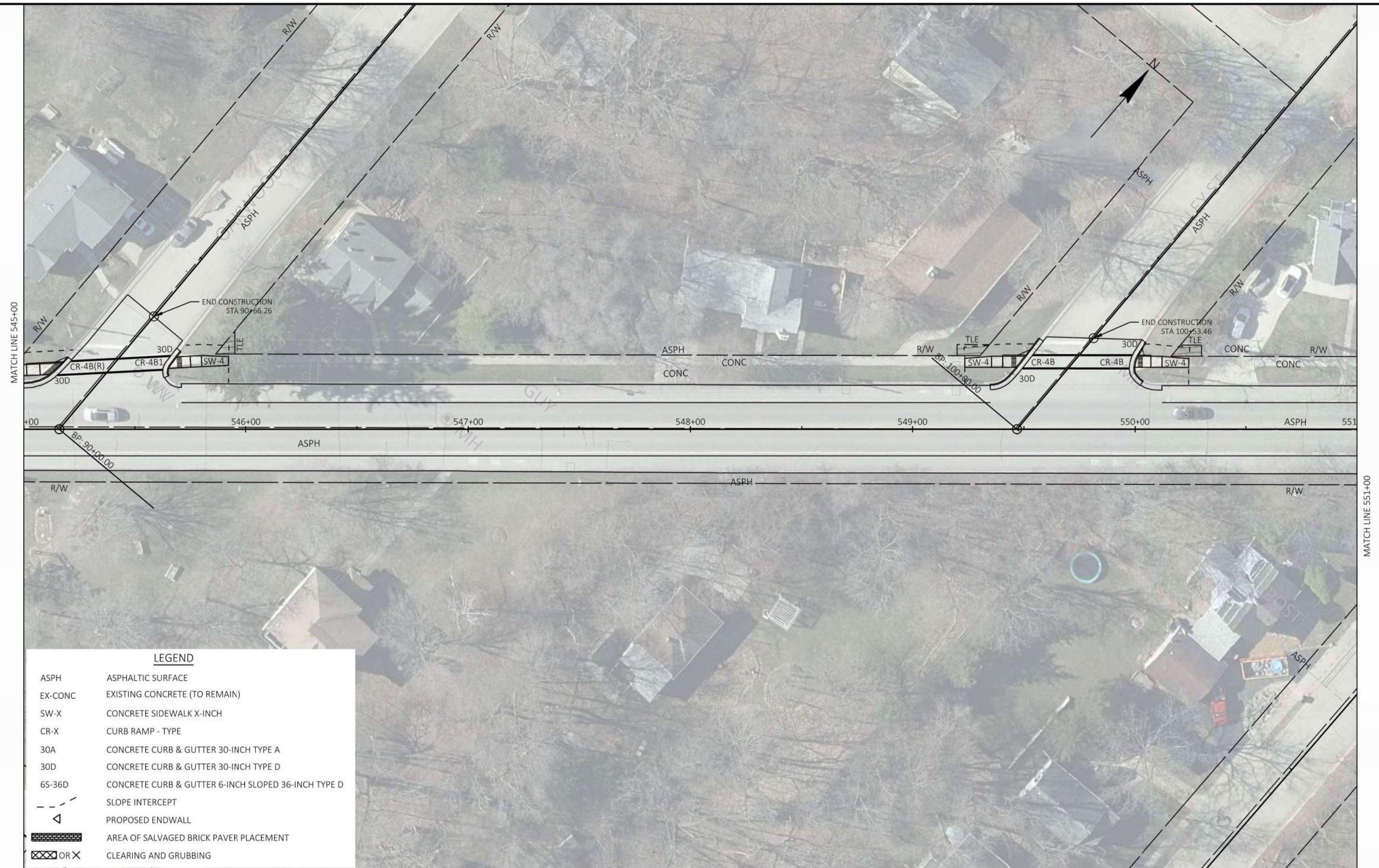


LEGEND	
ASPH	ASPHALTIC SURFACE
EX-CONC	EXISTING CONCRETE (TO REMAIN)
SW-X	CONCRETE SIDEWALK X-INCH
CR-X	CURB RAMP - TYPE
30A	CONCRETE CURB & GUTTER 30-INCH TYPE A
30D	CONCRETE CURB & GUTTER 30-INCH TYPE D
6S-36D	CONCRETE CURB & GUTTER 6-INCH SLOPED 36-INCH TYPE D
- - -	SLOPE INTERCEPT
△	PROPOSED ENDWALL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

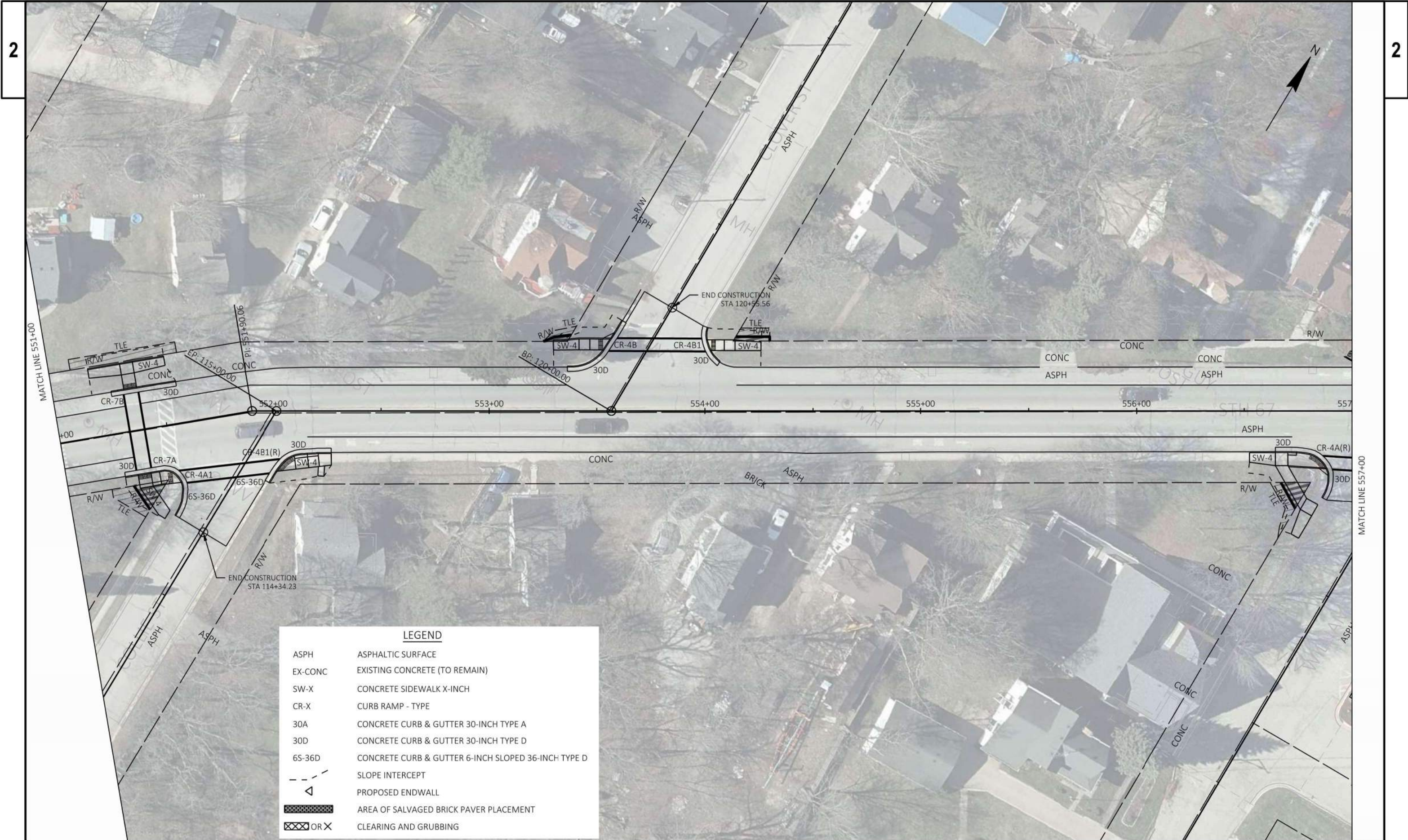


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<u>LEGEND</u>	
ASPH	ASPHALTIC SURFACE
EX-CONC	EXISTING CONCRETE (TO REMAIN)
SW-X	CONCRETE SIDEWALK X-INCH
CR-X	CURB RAMP - TYPE
30A	CONCRETE CURB & GUTTER 30-INCH TYPE A
30D	CONCRETE CURB & GUTTER 30-INCH TYPE D
6S-36D	CONCRETE CURB & GUTTER 6-INCH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



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



LEGEND

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

PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET PRE 68 E

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LAYOUT NAME - 021252-pd

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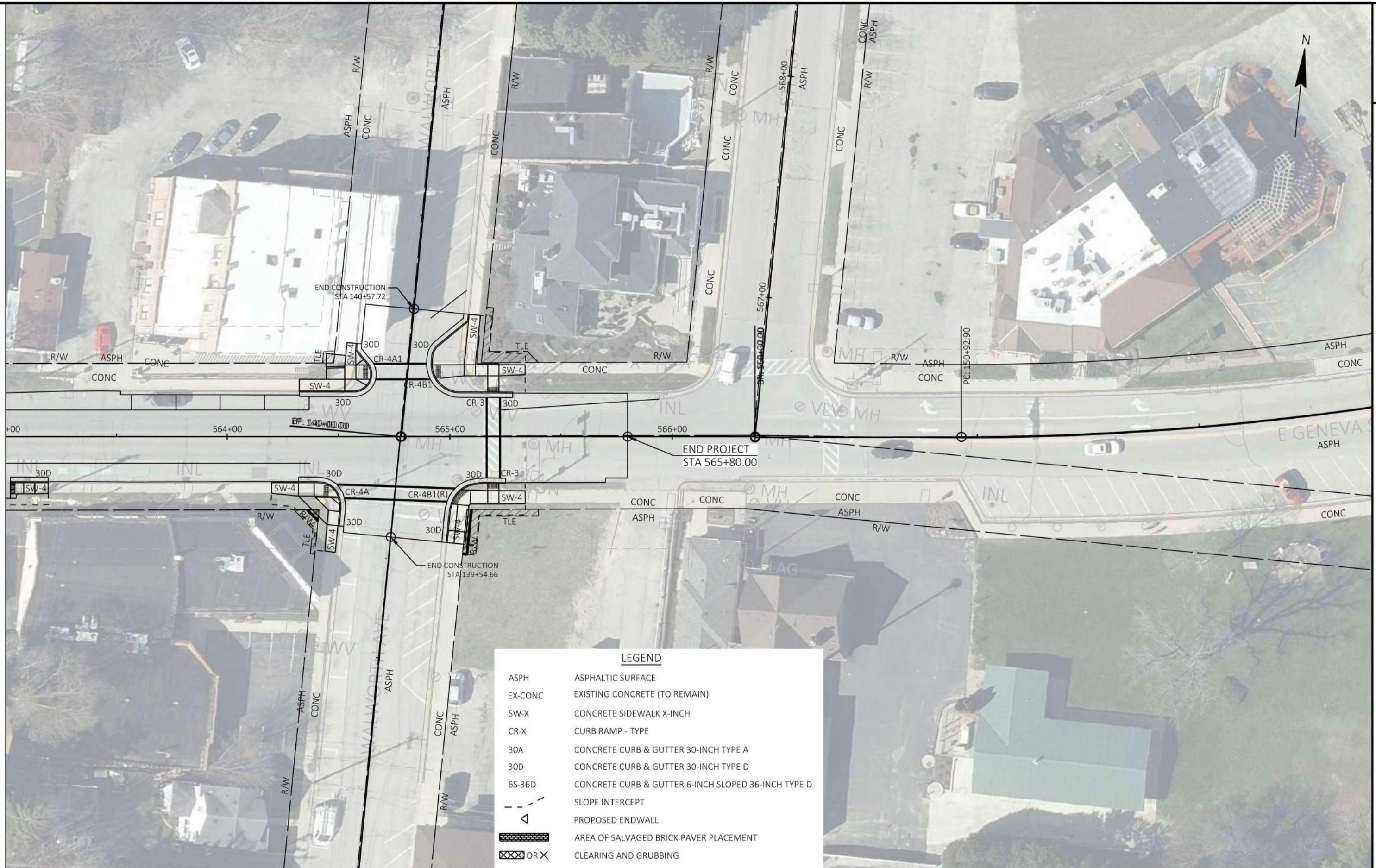
PLOT BY : SENZ, LUKE

PLOT NAME :

PLOT SCALE : 1 IN=40 FT

WISDOT/CADD SHEET 42

MATCH LINE 563+00.15



PROJECT NO: 3325-08-70

HWY: STH 67

COUNTY: WALWORTH

PLAN DETAILS - STH 67

SHEET PRE 69 E

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

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

PLOT BY : SENZ, LUKE

PLOT NAME :

PLOT SCALE : 1 IN=40 FT

WISDOT/CADD SHEET 42

MUNICIPAL BUSINESS LEASE

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

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

2. The Municipality, in consideration of the agreements with the Renter herein set forth, hereby leases to the Renter, to occupy the municipal boat launch area to provide Hovercraft ice rides to patrons.

3. This lease shall be for the following specified period: December 15, 2023 and shall continue in force until March 15, 2024. The season shall be determined by the weather conditions. Renter shall provide a tentative schedule to the Village Administrator by December 1, 2023. Renter shall provide a 24-hour notice to the Village if they are scheduled to be open for business and are not able to due to weather or some other unforeseen circumstance. There shall be no automatic renewal of this agreement.

SECTION II. Rental Payments.

1. Amount of Rent: The monthly rental payment owed by the Renter shall be 3% of the Renter's gross sales for the payment period. That amount shall be calculated from the start of this lease to the end of the first month, and subsequently each month after. The Renter shall provide verification of the gross sales to the Municipality.

2. Time of Payment: The monthly cash rent for this business to be paid by the Renter to the Municipality is to be paid on the 10th day of each month, or the closest Monday thereafter if said due date occurs on a Saturday or Sunday. The first payment shall be due January 10, 2024, and monthly thereafter with the last payment being due April 10, 2024.

3. Checks shall be made payable to the: Village of Williams Bay

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

SECTION III. The Renter and Municipality Agree as Follows:

1. It is the responsibility of the Renter to obtain and hold all necessary licenses and permits from the State of Wisconsin and Department of Agriculture, Trade & Consumer Protection, DNR, and to comply with all requirements of said licenses and permits and provide copies of the same to Village Administrator.
2. Renter agrees to only operate on Saturdays and Sundays during the specified period in Section 1. Hours of operation are 11:00 a.m.- 5:00 p.m. Renter is permitted to leave equipment at the municipal boat launch during overnight hours on Saturday if the business is going to be operating on Sunday.
3. Premises herein leased and every part thereof, during said term, shall be used only for the lawful business purposes of the Renter.
4. Renter shall not alter or redecorate said premises without prior written consent of Municipality. Renter agrees to maintain the area in a neat, clean, and orderly manner.
5. Renter agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be paid or incurred by Municipality in enforcing this lease.
6. Renter agrees not to assign this lease or sublease the premises without the consent of the Municipality.
7. Renter agrees to indemnify and hold harmless the Municipality from any and all liability, loss, or damage the Municipality may suffer as a result of claims, demands, costs, or judgments against it arising from the Renter's activities with this agreement. Renter shall provide a Certificate of Insurance to the Municipality with liability coverage being a minimum \$1,000,000 each occurrence, damage to rented property no less than \$500,000 and a general aggregate of no less than \$2,000,000.
8. TLS WindSled Inc. and Terry Soltow agree to personally guarantee the debts from Section II only of the Renter for this agreement.
9. Municipality will provide snow removal of the parking lot. Renter has permission to use electrical outlets and portable toilets that are available on the property.

SECTION IV. Termination of Agreement:

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

SECTION V. Signatures:

RENTER:

Terry Soltow, President, TLS WindSled Inc.

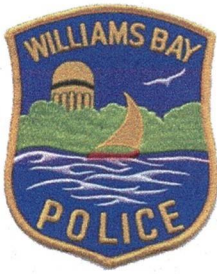
Approved by Village Board of the Village of Williams Bay this _____ day of
_____, 2023.

MUNICIPALITY:
VILLAGE OF WILLIAMS BAY

William B. Duncan, President

ATTEST:

Tina Kolls, Clerk



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

Police Department Surplus List Updated 08/23/2023

Item #	Quantity	Description	Location
1	1	Jotto desk police center console and mounting equipment	POD north shelf 2
2	3	Single point rifle sling	POD north self-2 – boxed
3	3	Streamlight TLR HL Weapon Lights	POD north shelf 2 - boxed
4	1	Digital Alley recording system. (1) mirror (1) forward facing camera (3) back up cameras	POD north shelf 2 boxed
5	1	Sound Off signal controller head and misc. red / blue lights	POD north shelf 2 – boxed
6	2	Rifle lights with mounting equipment and pressure pad	POD north shelf 2 – boxed
7	?	5 gal bucket or misc. empty .223 brass	POD north shelf 2
8	1	Whelen Cencom controller head and flasher unit	POD north shelf 2 – boxed
9	1	Sound Off Signal LED Light Bar w/ amber traffic advisor	POD north shelf 3
10	3	Rock River rifle cases	POD
11	3	Police radio speakers	POD north shelf 3
12	4	Misc 12-gauge shotgun target loads	POD north shelf 2
13	4	Misc 20-gauge shotgun target loads	POD north shelf 2



VILLAGE OF WILLIAMS BAY

Office of the Village Clerk

Administrative Offices Surplus List

Item #	Quantity	Description	Location
1	1	Grand stream Business Phone System (2-cordless handsets, 16 Desk Stand Phones, 1 – Netgear 5 port PoE Gigabit Ethernet Switch, 2-Grandstream PoE+2 FXO/2 FXS IP PBX, 2 – Grandstream DP750 SIP DECT VoIP Base Station – Grade A	Village Hall Supply Closet

Fire & EMS Surplus List

Item #	Quantity	Description	Location
1	1	2002 Ford Ambulance	Indoors at Horvath Lot location

**Village of Williams Bay
Performance Appraisal Report
for the
Village Administrator**

Date: _____

Individual Goals from this Review Period

Section Weight- 50%

Title of Goal #1 _____ Due Date: _____

Outcome: _____

Weight:

Rating:

Title of Goal #2 _____ Due Date: _____

Outcome: _____

Weight:

Rating:

Title of Goal #3 _____ Due Date: _____

Outcome: _____

Weight:

Rating:

Title of Goal #4 _____ Due Date: _____

Outcome: _____

Weight:

Rating:

Title of Goal #5 _____ Due Date: _____

Outcome: _____

Weight:

Rating:

Performance Standards**Section Weight- 25%**

Strategic Planning & Implementation- Understands Village and departmental goals and required course of action. Appropriately allocates resources to pursue goals. Develops action plans to support strategic objectives. Works successfully with departmental supervisory staff and public officials to build and promote a commitment to strategic efforts. Works through own strategic plan and follows up to make sure progress is being made departmentally.

Comments: _____

Weight: 15%

Rating:

Financial Management- Works closely with others to develop and manage an accurate and timely budget to achieve departmental and Village financial needs. Investigates new processes, products, equipment, or services to reduce expenses or increase revenue. Monitors departmental budget on a consistent basis to respond timely to issues as they arise. Understands financial implications of decisions.

Comments: _____

Weight: 15%

Rating:

Human Resources Management- Promotes Human Resources policies and practices, helping others to understand and apply them. Actions and words strongly demonstrate support of the organization's policies and work rules. Ensures that the appropriate people are included in the decision-making process. Department is adequately staffed. Exercise excellent judgement in workforce planning, disciplinary actions, and other employee related issues.

Comments: _____

Weight: 15%

Rating

Technical Competence: Skilled in utilizing the available technology, computer systems, software, databases, and other tools to provide effective departmental services and follow up. Works to be aware of emerging technological innovations and their potential organizational applications. Understands and interprets technical information including rules, regulations, instructions, reports, charts, graphs, or tables and can apply information to specific situations.

Comments: _____

Weight: 15%

Rating:

Supervisory Responsibilities- Leads by example. Provides clear direction. Builds and maintains teamwork. Empowers staff members. Helps supervisors deal with problematic situations. Monitors ongoing departmental outcomes. Provides timely performance feedback that helps members of department know how they are doing and encourages improvement.

Comments: _____

Weight: 25%

Rating:

Compliance- Demonstrates commitment to Village's compliance with all appropriate standards, statutes, regulations and ordinances by having a full understanding of requirements, supplemented by Counsel input as needed, and taking all steps, personally, in direction to staff and in input to the Village Board to assure the Village is in compliance.

Comments: _____

Weight: 15%

Rating:

Core Competencies**Section Weight- 25%**

Job Knowledge- Demonstrates sufficient job knowledge and related skills to perform job requirements satisfactorily. Invests time in learning new techniques, approaches, and skills to perform tasks that manage responsibility well.

Comments: _____

Weight: 20%

Rating:

Leadership- Making a sustained difference through working effectively with others at every level of an organization, focusing action on the important, leading by example, communication productively even during difficult situations and managing resources, while providing direction and feedback.

Comments: _____

Weight: 20%

Rating:

Communication/Conflict Resolution- Communicates clearly, persuasively, and professionally. Insures that key issues are addressed in the appropriate method and that important information is provided quickly and effectively. Demonstrates ability to create and deliver formal and informal verbal and written communication free of punctuation, spelling, grammatical or other errors without intimidation or negative escalation.

Comments: _____

Weight: 20%

Rating:

Problem Solving- Identifies problems in a timely manner. Uses appropriate problem-solving techniques and tools to assess and resolve problems.

Comments: _____

Weight: 10%

Rating:

Relationship/Rapport/People Skills- Develops positive relationships with coworkers, customers, or the public by making others feel their concerns and contributions are welcome. Role models ethical and respectful behavior. Demonstrates a high level of sensitivity, helpfulness, and appropriate confidentiality when addressing conflicting expectations.

Comments: _____

Weight: 10%

Rating:

Concern for Effectiveness- Develops and implements a consistent set of best practices. Understands the level of accuracy, thoroughness, attention, and action required to perform roles effectively.

Comments: _____

Weight: 5%

Rating:

Self-Development- Proactively identifies approaches to improve own performance and seeks knowledge and skill building activities as well as feedback to support development and career goals.

Participates in training and development opportunities, welcomes new learning and the challenge of unfamiliar tasks.

Comments: _____

Weight: 5%

Rating:

Tolerance for Stress, Ambiguity, and Change- Demonstrates flexibility in applying different approaches to changing work demands. Maintains composure and control. Maintains an even temperament exercising restraint and not overreacting in emotionally-charged situations.

Comments: _____

Weight: 10%

Rating:

Overall Performance Rating _____ %

Enter Comments Regarding Overall Rating:

*I have reviewed this document and discussed the contents with the Village President and the Finance and Personnel Committee Chair.

Village Administrator Signature/Date: _____

Comments from Village Administrator: _____

Village President Signature/Date: _____

Finance and Personnel Chair Signature/Date: _____

Ratings:

4.0 – 5.0: Above Average, High Level Performance

3.0 – 3.99 Average

0 – 2.99 Below Average, Corrective Action Indicated

Adam Ruechel
Vice President
Baird
777 E Wisconsin Ave 29th Floor
Milwaukee, WI 53202

MEMO:

TO: Mr. David Lothspeich,
Williams Bay Village Administrator
250 Williams Street,
P.O. Box 580
Williams Bay, WI 53191

DATE: August 29, 2023

FROM: Adam Ruechel, Vice President, Baird

RE: Williams Bay 2024-2028 Capital Improvement Plan Overview

Dear Mr. Lothspeich,

Robert W. Baird has had the pleasure of working with various village personnel and elected officials over the last few months on the official creation of the draft 2024-2028 Williams Bay Capital Improvement Plan (CIP).

In anticipation of the upcoming meeting on Tuesday, September 5th, I thought it would be prudent to provide you with an overview of the process which can be shared with staff, elected officials, and the public.

The process kickstarted on April 3, 2023, with an initial meeting with the Village Administrator and Village Treasurer to discuss the overall process of creating a capital improvement plan and to establish an overall timeline to have a finalized draft completed by early September.

On May 22, 2023, a CIP Introduction Meeting was held where key department directors were present and conducted in a presentation where Baird assisted in defining the responsibilities of each department to begin the process of compiling the capital improvement plan. Each department was given excel workbook template forms to create consistency and uniformity throughout the process.

On June 27, 2023, a CIP Creation Process meeting was held with key department directors where the following occurred:

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

On July 31, 2023, Baird staff met with the Village Administrator and Village Treasurer to review the Capital Improvement Plan data submitted by department heads and started the process of finalization towards a completed draft version.

On August 18, 2023, Baird staff met with the Village Administrator to review the current draft of the CIP and discuss finalization areas still needing to be completed.

On August 22, 2023, a virtual meeting was held with Village President William Duncan and Finance & Personnel Committee Chair Lowell Wright to review the current draft of the CIP and provide further clarification/recommendations on projects and priorities.

The CIP process will now move into the final stages where during the month of September the draft 2024-2028 Williams Bay Capital Improvement Plan will be presented and reviewed by the Finance & Personnel Committee and the Village Board. After these entities have had the opportunity to review the information the request would be for the Village Board to official accept or adopt the 2024-2028 Capital Improvement Plan and adopt the first year's projects as a capital budget item to be proposed in the 2024 annual budget.

Once accepted or adopted the full CIP can be utilized as a tool to create an integrated financial plan which identifies finalized projects to be included in the annual budget process and adoption. This document can then be coordinated with rating agencies and bond counsel as needed, to support debt issuance for future projects.

Robert W. Baird would like to thank the Village staff for all their hard work in creating this draft 2024-2028 Capital Improvement Plan and look forward to assisting in any way possible with future iterations.

As of date:	8/30/2023								
TOTAL FUNDS RECEIVED									\$12,135,000.00
Levy Supported Projects									\$3,735,000.00
	<u>Estimated amount used for borrowing</u>	<u>Committee approved date of project</u>	<u>VB approved date of project</u>	<u>Bid opening date (if applicable)</u>	<u>Bid/proposal amount</u>	<u>Signed contract/proposal on file (Y/N)</u>	<u>Project start date</u>	<u>Project end date</u>	<u>Total Project cost</u>
<u>Streets Department Projects</u>									
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								\$569,192.18
Geneva St/Parking lots/bridge	\$1,035,000.00								
Engineering	\$0.00								\$0.00
Construction	\$0.00								\$0.00
<u>Parks Department Projects</u>									
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 and Basketball Courts at Theatre Road	\$250,000.00								
Engineering	\$15,600.00	6/5/2023	6/19/2023			Y			\$12,150.00
Construction	\$0.00								\$0.00
Remove Lions Field Tennis/Basketball Courts	\$30,000.00				\$23,250.00				\$0.00
Lions Field House updating with storage	\$100,000.00								
Engineering	\$0.00								\$0.00
Construction	\$0.00								\$0.00
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									
<u>Beach/Lakefront Projects</u>									
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		
Zereturn Mower**									\$16,442.70
Southwick Creek Dredging	\$0.00								
Engineering	\$11,100.00	4/17/2023	5/1/2023			Y			\$2,145.00
Permits	\$5,878.21	5/10/2023	5/15/2023			Y			\$5,878.21
Construction Costs	\$0.00								\$0.00
Update Beachhouse	\$15,000.00								\$15,000.00

General Government IT Projects									
Village Server and IT Upgrades (11) desktops & (2) laptops & Server	\$20,000.00		12/19/2022	N/A	\$15,765.70	Y	N/A	Apr-23	\$17,356.38
Laserfiche Software	\$10,000.00	1/11/2023	1/16/2023	N/A	\$9,993.00	Y			\$9,100.00
Police Department Projects									
New Police Squad (292)	\$65,000.00								\$19,215.21
New Police Squad (294)	\$65,000.00								\$0.00
Squad Computers	\$15,000.00								\$0.00
Axon Fleet Vehicle Cameras (3)	\$45,000.00								\$0.00
Emergency Management Projects									
Emergency Management Vehicle	\$85,000.00	8/15/2022	8/15/2022	N/A	\$80,000.00				\$2,246.31
Fire & Rescue Projects									
Fire and EMS Equipment (Tanker and Ambulance)	\$200,000.00	11/16/2022	11/21/2022	N/A	\$198,980.00	Y	N/A	Took delivery 03/2023	\$109,975.00
REMAINING LEVY SUPPORTED FUNDS									\$2,764,382.01
Water Utility Supported Projects									
	Estimated amount used for borrowing	Committee approved date of project	VB approved date of project	Bid opening date (if applicable)	Bid/proposal amount	Signed contract/proposal on file (Y/N)	Project start date	Project end date	Total Project cost
Water Capital Projects									
Reactor Cleaning and Painting	\$200,000.00								
Engineering	\$15,500.00		2/23/2023			Y			\$5,580.00
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		\$393,350.76
15% Enginering & Contingencies (WDOT)	\$62,366.42			1/10/2023					\$0.00
Core & Main supplied materials	\$243,181.92			1/10/2023					\$279,545.08
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 Treatment)	\$2,800,000.00								
Engineering	\$205,000.00	6/5/2023	6/19/2023			Y			\$106,185.77
Construction	\$0.00								\$0.00
Southwick Creek Realignment**	\$422,421.79								
Engineering	\$0.00								\$528.75
Construction	\$0.00								\$0.00
Water Plant LOMR Amendment									
SEWRP Study	\$42,000.00	5/10/2023	5/15/2023			Y			\$3,991.17
Engineering	\$8,000.00	6/5/2023	6/19/2023			Y			\$6,659.53
Well #2 Pump Replacement	\$150,000.00								\$9,370.00
Engineering	\$18,600.00								\$0.00
Construction	\$0.00								
REMAINING WATER UTILITY SUPPORTED FUNDS									\$4,890,510.73
**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 for borrowing</u>	<u>Committee approved date of project</u>	<u>VB approved date of project</u>	<u>Bid opening date (if applicable)</u>	<u>Bid/proposal amount</u>	<u>Signed contract/proposal on file (Y/N)</u>	<u>Project start date</u>	<u>Project end date</u>	<u>Total Project cost</u>
Sewer Captial Projects									
Mainline repairs associated with televising	\$200,000.00								
Engineering									\$0.00
Construction									\$21,755.15
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		\$307,322.99
15% Engineering & 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			\$52,687.56
Construction									\$0.00
Harris Road Force Main	\$1,000,000.00								
Engineering									\$0.00
Construction									\$0.00
REMAINING SEWER SUPPORTED PROJECTS									\$2,337,572.94
REMAINING FUNDS (ALL PROJECTS)									\$9,992,465.68
Spenddown requirements		Borrowing							
10% including investment proceeds	6 months - February 2023	\$1,237,000.00							
45% including investment proceeds	1 year - August 2023								
75% including investment proceeds	18 months								
100% of proceeds	2 years								