



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

VILLAGE BOARD OF TRUSTEES MEETING

MONDAY, SEPTEMBER 18, 2023 AT 6:30 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. **Call to Order**
- II. **Roll Call**
- III. **Pledge of Allegiance**
- IV. **Minutes**
 - A. Village Board Meeting Minutes of September 5, 2023
 - B. Joint Williams Bay Village Board and Fontana Village Board Meeting Minutes of August 23, 2023
- V. **Consent Agenda**
 - A. Resolution Renewing the Municipal Business Lease with TLS Windsled Inc. for the 2023 Season
- VI. **Presentation of accounts and petitions**
 - A. Payroll ending 09-08-2023 in the amount of \$52,550.67
 - B. Accounts Payable Unpaid dated 09-15-2023 in the amount of \$91,484.72
- VII. **Plan Commission**
 - A. Recommendation and Possible Action for a Conditional Use Permit
APPLICANT: Dancing Dudes, LLC (Owner)
TAX KEY: WOP 00088
STREET ADDRESS: 1 E. Geneva St, Village of Williams Bay
Applicant is requesting a conditional use per 390.0805(S)(1) *Parking within the Village Center*: Private, off-street parking may be allowed within the VC District only with a conditional use permit.
The Applicant requests to include on-site parking for 12 – 14 vehicles as part of a new commercial development.
 - B. Recommendation and Possible Action for a Conditional Use Permit
APPLICANT: Dancing Dudes, LLC (Owner)
TAX KEY: WOP 00088
STREET ADDRESS: 1 E. Geneva St, Village of Williams Bay
Applicant is requesting a conditional use per Figure 390.1218 *Density, Intensity, and Bulk Regulations within the Village Center Zoning District*: Maximum front and street side yard setback 5 feet, more with

a conditional use permit. The Applicant requests to have a 10' street yard setback on the Walworth Avenue side (front) of a new commercial building.

C. Recommendation and Possible Action for Site Plan and Architectural Design Review

APPLICANT: Dancing Dudes, LLC (Owner)

TAX KEY: WOP 00088

STREET ADDRESS: 1 E. Geneva St, Village of Williams Bay

The applicant is requesting approval of a site plan for commercial development in the Village Center District per Section 390-1206 Site Plan and Section 390-0705 VCO Village Center Design Overlay District. Plan Commission is recommending approval with the condition that the site plan must meet all items listed on the Engineer's Memo dated August 23, 2023.

VIII. PUBLIC COMMENTS

IX. President's Remarks

- A. Village President Receipt of Request From An Affected Party For Waiver of Village's Sex Offenders Code.** The Village Board Special Meeting is scheduled on Wednesday September 27, 2023 at Village Hall Council Room.

X. Committee Reports

A. Finance & Personnel, Chair - Trustee Wright

1. Resolution Awarding Bid for Construction of Tennis and Basketball Courts – Theater Road Park
2. Resolution Awarding Bid for Village Water Plant Lime Reactor Cleaning
3. Resolution Awarding Bid for Village Water Well 2 Pump Replacement
4. Resolution Awarding Bid for Geneva Lake Dredging at Southwick Creek
5. Resolution Authorizing Contract with Odling Construction to load the dewatered dredge sediment, haul it to their pit, and dispose of the material re: Geneva Lake Dredging at Southwick Creek
6. Resolution Authorizing Village Engineer Work Order - STH 67 Reconstruction: West Section - Design Utility Improvements
7. Resolution Authorizing the Police Department, Fire & EMS Department and Administrative Office to Dispose of Surplus Equipment & Supplies

B. Protective Services, Chair - Trustee Vlach

1. Original, Renewal, or Temporary Operator License Applications
2. Resolution Approving Williams Bay Lions Club Temporary Class "B" and "Class B" Retailer's License Application for October 14, 2023

C. Parks & Lakefront, Chair - Trustee Russell

1. Resolution Approving Williams Bay Lions Club Edgewater Use and Policy Contract for Nick Caselli Rocking Car Show October 14, 2023

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

1. Ordinance #2023-09 Amending Village Code Section 22-1 Re: Municipal Judge Re: Oath
2. Ordinance #2023-11 Amending Village Code Sections 331-2 & 331-4 Re: Tree Preservation

E. Water & Sewer, Chair - Trustee Umans

1. Placeholder

F. Streets & Highways, Chair - Trustee D'Alessandro

1. Placeholder

XI. Public Comments

XII. 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: 09/15/2023 5:00 PM



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UNOFFICIAL MINUTES VILLAGE BOARD MEETING 9/5/2023 MEETING TUESDAY, SEPTEMBER 5, 2023 AT 6:30 PM VILLAGE HALL COUNCIL ROOM - 250 WILLIAMS STREET WILLIAMS BAY, WI 53191

I. Call to Order

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

II. Roll Call

Present: President Bill Duncan, Trustees George Vlach, Jim D'Alessandro, Lowell Wright, Robert Umans, Adam Jaramillo and Steven Russell

Also Present: Administrator David Lothspeich, Clerk Tina Kolls, Police Chief Justin Timm, Village Engineer Brett Biwer

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

IV. Minutes

A. Village Board Meeting Minutes of August 21, 2023

The motion to approve the Village Board Meeting Minutes of August 21, 2023 as corrected was initiated by Trustee Umans and seconded by Trustee Vlach. Unanimously carried.

V. Presentation of accounts and petitions

A. Payroll ending 08-25-2023 in the amount of \$53,211.56

The motion to approve the Payroll ending 08-25-2023 in the amount of \$53,211.56 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

B. Accounts Payable Unpaid dated 08-31-2023 in the amount of \$88,144.52

The motion to approve the Accounts Payable Unpaid dated 08-31-2023 in the amount of \$88,144.52 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

C. Prepaids dated 09-01-2023 in the amount of \$965.98

The motion to approve the Prepaids dated 09-01-2023 in the amount of \$965.98 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

D. July 2023 Financial Statements

The July 2023 Financial Statements were deferred to next month by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

VI. PUBLIC COMMENTS

There were no public comments.

VII. President's Remarks

A. Recognize Farmers' Market

President Duncan Spoke in recognition of the Farmer's Market.

B. Compliment the cooperative programs between the Library, KNC, and the Police Department

President Duncan spoke in recognition of the cooperative programs between the Library, KNC and the Police Department.

VIII. Other Items for Discussion, Consideration, or Action

A. Vacant Village Treasurer Position Recruitment Update - GovHR. Including discussion on salary range and current one (1) year appointment

The motion to direct GovHR to post the salary range of \$65,000-\$75,000 for the Treasurer Position was initiated by Trustee Wright and seconded by Trustee Vlach. Unanimously carried.

B. Village President Receipt of Request From The Affected Party For Waiver of Village's Sex Offenders Code. The Village Board will be scheduling a Special Meeting to Consider the Request

President Duncan explained that there was a request received and it would be addressed at a future meeting.

IX. Adjournment

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Wright at 06:47pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES JOINT WILLIAMS BAY VILLAGE BOARD AND FONTANA VILLAGE BOARD MEETING

WEDNESDAY, AUGUST 23, 2023 AT 5:00 PM

THE VILLAGE OF FONTANA
175 VALLEY VIEW DRIVE
FONTANA-ON-GENEVA LAKE, WI 53125

I. Call to Order

Fontana Village President Pat Kenny called the special joint meeting of the Fontana Village Board and Williams Bay Village Board to order at 5:00 pm.

II. Roll Call

Village of Williams Bay Trustees Present: President Duncan, Trustee D'Alessandro, Trustee Wright, Trustee Umans, Trustee Vlach, Trustee Russell

Village of Williams Bay Trustees Absent: Trustee Jaramillo

Village of Fontana Trustees Present: President Kenny, Trustee O'Neill, Trustee Pappas, Trustee Livingston, Trustee Petersen, Trustee McGreevy

Village of Fontana Trustees Absent: Trustee Marek

Also Present: Village of Williams Bay Administrator Dave Lothspeich, Village of Fontana Treasurer Liz Baumann, Village of Fontana Administrator Theresa Loomer, Village of Fontana Clerk Drew Lussow, Village of Fontana Fire/EMS Chief Wolf Nitsch, Village of Fontana Fire/EMS Deputy Chief Rick Manthy

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

IV. Items for Discussion

A. Discussion or Action on Intergovernmental Agreement for EMS Services

Administrator Loomer explained that the Fire/EMS department recently voted to unionize and are currently working with the IAFF District Field Service Representative for the 5th District to help with collective bargaining. The bargaining unit should be submitting their first draft of the contract soon for review by administrative staff and our employment attorney. Administrator Loomer stated that Chief Nitsch is retiring this fall and the Village has been exploring options for his replacement. The current consideration is to continue with a part-time chief for now with the knowledge that eventually a full-time Chief will be needed down the road. Deputy Chief Manthy then gave an update on the ambulance lease agreement between Williams Bay and Fontana. Deputy Chief Manthy explained that the lease has been executed and that the staff is currently working on transferring ownership of the ambulance to Fontana's name. Deputy Chief Manthy explained that the ambulance will still be available for Williams Bay to use as needed for standbys for their football games and any other needs that may arise. However, the transferring of the vehicle over to Fontana was needed to allow for both municipalities to have a paramedic level ambulance. The deputy Chief explained the circumstances that allow for the paramedic level ambulance, such as the cross credentialing and staffing/qualifications to elevate the ambulance to the paramedic level. Deputy Chief Manthy also explained that this is all governed by

various state statues, one of which requires that the ambulance has the Fontana name displayed on it for identification purposes. Deputy Chief Manthy then provided a staffing update for both Village Boards. Deputy Chief Manthy explained that recently they interviewed 13 applicants for two paramedic openings and one EMT opening within the Village. Of the 13 applicants, three were chosen and given offers. Of the three, one applicant accepted the offer while the other two rejected the offer. Deputy Chief Manthy stated that they will rerun the pool of applicants again to try and fill the remaining openings and can provide another update upon the positions being filled. There were no questions or comments raised regarding this agenda topic between the Village Boards.

B. Discussion or Action Regarding Expense Rate

Administrator Loomer asked the Village Boards if any of them had any questions based on the reports that have been given out regarding the expenses between the municipalities regarding funds for EMS/Fire services. Williams Bay Trustee D'Alessandro raised a concern about the use of the referendum funds and asked how they are currently tracking. Administrator Loomer explained that the referendum funds only account for operation costs and do not go towards any training or uniforms. Administrator Loomer did state, however we are currently tracking under budget, but that will ultimately depend on staffing going forward. Williams Bay Trustee Vlach then raised concerns regarding the 50/50 split of the EMS/Fire Chief's salary, since Williams Bay has their own volunteer fire department and asked why they are on the hook for half of the costs for something they don't use. Chief Nitch and Deputy Chief Manthy explained that the department is cross-trained and that the positions bleed over. Most likely, on any call, both EMS/Fire are dispatched. In addition, the Fire portion of the service was always included when offered to Williams Bay initially during negotiations. Williams Bay Trustee D'Alessandro agreed and stated that even when they initially were thinking of Williams Bays working with the Town of Delavan for Fire/EMS needs, the Town of Delavan offered a similar proposal. Williams Bay Trustee D'Alessandro felt that it was an issue that the Village of Williams Bay would have to further investigate to see if it is viable to continue to pay for this service as well as retain a local volunteer fire department. Deputy Chief Manthy offered a solution of potentially incorporating the volunteers into the staff if they wanted to pursue that as a solution, but the Williams Bay Board mentioned they will need to look into the matter more before any decisions are made. Fontana Trustee Petersen expressed concerns over a new safety building as well and mentioned that needs to be addressed sooner rather than later. Administrator Loomer stated that the Village of Fontana is looking to conduct a study to see the viability of a new safety building and is reviewing proposals from PAA, 5 Bugles, and PRA. PAA and 5 Bugles have just completed studies for the Town of Linn and the City of Lake Geneva. The Williams Bay Village Board was interested in the results of the study. Village of Fontana President Kenny welcomed any of the Village Board members for the Village of Williams Bay to attend future meetings and there were some discussions about potentially forming a committee comprised of the two board members and some staff to work together in these discussions. There were no additional concerns raised by either Village Boards.

V. PUBLIC COMMENTS

There were no public comments.

VI. Adjournment

Trustee Petersen/Trustee O'Neill 2nd made a MOTION at 5:43 pm for the Village of Fontana members to adjourn the meeting, and the MOTION carried without a negative vote.

Trustee Vlach/Trustee D'Alessandro 2nd made a MOTION at 5:43 pm for the Village of Williams Bay members to adjourn the meeting, and the MOTION carried without a negative vote.

/s/ Tina Kolls, Village Clerk

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

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-52-2023**

**A RESOLUTION RENEWING THE MUNICIPAL BUSINESS LEASE WITH TLS WINDSLED,
INC. FOR THE 2023 SEASON**

WHEREAS, TLS Windsled Inc. and the Village of Williams Bay have entered into a contract for the lease of the municipal boat launch area to provide Hovercraft ice rides to patrons; and

WHEREAS, the contract specifies that the monthly rent for the lease shall be 3% of TLS Windsled Inc.'s gross sales for the payment period; and

WHEREAS, TLS Windsled Inc. has agreed to the terms and conditions of the contract; 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 renew the Municipal Business Lease attached heretofore as Exhibit A;

NOW, THEREFORE, be it resolved by the Village Board of Trustees of the Village of Williams Bay, Wisconsin, as follows:

- The Village of Williams Bay hereby approves the lease of the municipal boat launch area to TLS Windsled Inc. for the period of December 15, 2023 to March 15, 2024.
- The monthly rent for the lease shall be 3% of TLS Windsled Inc.'s gross sales for the payment period.
- The rent shall be paid by TLS Windsled Inc. to the Village of Williams Bay 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.
- TLS Windsled Inc. shall be responsible for obtaining and holding 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.
- TLS Windsled Inc. shall 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. TLS Windsled Inc. 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.
- TLS Windsled Inc. shall not alter or redecorate said premises without prior written consent of Municipality. TLS Windsled Inc. agrees to maintain the area in a neat, clean, and orderly manner.
- TLS Windsled Inc. agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be paid or incurred by Municipality in enforcing this lease.
- TLS Windsled Inc. agrees not to assign this lease or sublease the premises without the consent of the Municipality.

- TLS Windsled Inc. 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. TLS Windsled Inc. 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.
- TLS Windsled Inc. and Terry Soltow agree to personally guarantee the debts from Section II only of the Renter for this agreement.
- The municipality will provide snow removal of the parking lot. TLS Windsled Inc. has permission to use electrical outlets and portable toilets that are available on the property.
- 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 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 renewal of the recommended Municipal Business Lease, therefore.

Approved by the Village Board of the Village of Williams Bay this 18th day of September 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

MUNICIPAL BUSINESS LEASE

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

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

		PAYROLL SUMMARY							
		Pay Period 8/26/2023 to 9/8/2023			Pay Date 9/15/2023				
# of ees paid	Department	Regular \$	Hours	OT \$	OT Hrs	< EE Deductions & Taxes >	Employee Net Wages	Employer Tax & Benefits	Employer Payroll Expense
1	Crossing Guard	183.87	9.00			(14.07)	169.80	14.07	183.87
3	General Admin	8,019.62	240.00			(3,686.62)	4,333.00	2,516.85	6,849.85
5	KNC	2,549.00	119.00			(813.07)	1,735.93	586.16	2,322.09
8	Lakefront/Beach	6,623.41	404.75	573.48	21.25	(1,659.75)	5,537.14	550.55	6,087.69
10	Library	6,782.77	331.25			(2,208.28)	4,574.49	1,776.42	6,350.91
2	Municipal Court	1,259.42	-			(166.38)	1,093.04	96.34	1,189.38
3	Parks	1,469.44	105.00			(162.63)	1,306.81	112.41	1,419.22
10	Police	25,521.04	686.00	2,461.39	45.00	(9,347.81)	18,634.62	9,698.57	28,333.19
0	Protective Svcs (Fire & Rescue)					-	-	-	-
4	Public Works (incl W & S)	9,644.26	320.00	2,501.98	45.00	(4,591.58)	7,554.66	3,654.20	11,208.86
3	Recreation	3,395.70	148.00			(875.30)	2,520.40	685.33	3,205.73
7	Trustees	5,512.50				(421.72)	5,090.78	421.72	5,512.50
56		\$ 70,961.03	2,363.00	\$ 5,536.85	111.25	\$ (23,947.21)	\$ 52,550.67	\$ 20,112.62	\$ 72,663.29
NOTEWORTHY THIS PAYROLL:									
• This is the second of <u>3</u> pay dates in September • Crossing guard pay (1 ee), Trustees paid (per schedule), Proective Services not paid (per schedule) • Municipal Court (2) employees paid (Recurring pay w/o timesheet approval) • Verified that employees paid last payroll that were not paid this payroll did not work this pay period • No new or rehires for this payroll									

GL Account and Title	Description	Amount	GL Period
0			
AMAZON CAPITAL SERVICES			
100-51410-160 GEN ADMIN SUPPLIES	VH OFFICE SUPPLIES	725.98	0
100-51730-160 VH BLDG SUPPLIES	VH BUILDING SUPPLIES	157.16	0
100-55411-160 LAKEFRONT SUPPLIES	BEACH & LAKEFRONT	42.87	0
100-51210-160 MUNICIPAL COURT SUPPLIES	MUNICIPAL COURT SUPPLIES	11.87	0
100-55210-160 REC DEPT SUPPLIES	OFFICE SUPPLIES/ SOCCER S	245.50	0
100-52120-160 POLICE SUPPLIES	POLICE SUPPLIES	237.55	0
100-52120-190 POLICE TRAINING	TRAINING EXPENSE	132.17	0
Total AMAZON CAPITAL SERVICES:		1,553.10	
ASSOCIATED APPRAISAL CONSULTANTS			
100-51520-000 ASSESSOR CONTRACT	MONTHLY BILLING	1,661.76	0
Total ASSOCIATED APPRAISAL CONSULTANTS:		1,661.76	
BAY WAREHOUSE			
100-51720-160 LIONS FIELD HOUSE SUPPLIES	YEARLY STORAGE RENTAL FE	600.00	0
100-51730-160 VH BLDG SUPPLIES	YEARLY STORAGE RENTAL FE	600.00	0
Total BAY WAREHOUSE:		1,200.00	
BRELLENTIN, SASHA			
100-55210-275 REC DEPT PROGRAM EXPENSES	FLAG FOOTBALL REFUND	20.00	0
Total BRELLENTIN, SASHA:		20.00	
BURLINGTON WASTEWATER UTILITY			
200-57623-170 WATER TESTING	MONTHLY BILLING	100.00	0
Total BURLINGTON WASTEWATER UTILITY:		100.00	
CATES, VERONICA			
100-55210-275 REC DEPT PROGRAM EXPENSES	FLAG FOOTBALL REFUND	25.00	0
Total CATES, VERONICA:		25.00	
CINTAS OH			
100-54310-160 STREETS SUPPLIES	SUPPLIES	127.59	0
Total CINTAS OH:		127.59	
COOK, RACHEL			
100-55210-275 REC DEPT PROGRAM EXPENSES	FLAG FOOTBALL REFUND	10.00	0
Total COOK, RACHEL:		10.00	
DEPARTMENT OF ADMINISTRATION			
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	MONTHLY EMAIL FILTERING	18.80	0
Total DEPARTMENT OF ADMINISTRATION:		18.80	
DIAZ, OMAR			
100-55210-275 REC DEPT PROGRAM EXPENSES	FLAG FOOTBALL REFUND	15.00	0
Total DIAZ, OMAR:		15.00	

GL Account and Title	Description	Amount	GL Period
GENERAL CODE			
100-51410-300 GEN ADMIN CODIFICATION	CODE ANNALYSIS	1,867.00	0
Total GENERAL CODE:		1,867.00	
GORDON FLESCH			
100-51410-162 GEN ADMIN COPIER EXPENSE	VH MONTHLY CHARGES	181.47	0
100-55210-200 REC DEPT TELEPHONE	REC DEPT MONTHLY CHARGE	48.46	0
Total GORDON FLESCH:		229.93	
GOV TEMPS USA LLC			
100-51400-000 RECRUITING FEES	INTERIUM TREASURER	4,928.00	0
Total GOV TEMPS USA LLC:		4,928.00	
GRAYMONT WESTERN LIME INC.			
200-57631-160 WATER TREATMENT CHEMICALS	HIGH CALCIUM HYDRATED LIM	4,150.64	0
Total GRAYMONT WESTERN LIME INC.:		4,150.64	
HEYER TRUE VALUE HARDWARE			
100-55410-160 PARKS SUPPLIES	PARKS SUPPLIES	32.94	0
100-55410-160 PARKS SUPPLIES	CONCRETE MIX	217.35	0
200-57635-150 WATER TREATMENT REPAIRS/ MAINT	WATER TREATMENT REPAIRS /	84.11	0
100-55411-150 LAKEFRONT REPAIRS/MAINT	SUPPLIES	24.98	0
200-57935-150 WATER PLANT REPAIRS/MAINT	BAGSM HOSE AND HOSE NOZZ	37.97	0
Total HEYER TRUE VALUE HARDWARE:		397.35	
HYDRO CORP			
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	1,351.00	0
Total HYDRO CORP:		1,351.00	
ILM			
500-55411-140 BEACH/LAUNCH/LAKEFRONT/CAPITAL	SOUTHWICK CREEK DREDGIN	88.17	0
Total ILM:		88.17	
MARTEN, KRIS			
100-55210-271 REC DEPT BASEBALL EXPENSES	SOFTBALL REFUND	45.00	0
Total MARTEN, KRIS:		45.00	
MUNICIPAL CODE ENFORCEMENT LLC			
100-53100-220 STR ENFORCEMENT CONTRACT	STR CODE ENFORCEMENT	792.00	0
100-53100-215 CODE ENFORCEMENT CONTRACT	CODE ENFORCEMENT	2,193.60	0
Total MUNICIPAL CODE ENFORCEMENT LLC:		2,985.60	
NIEUWENHUIS BROS. INC.			
225-54635-131 RECYCLING FEES	RECYCLING CURBSIDE PICKU	6,805.76	0
225-54635-165 RECYCLING TIPPING FEES	RECYCLING SURCHARGE	1,450.00	0
225-54635-165 RECYCLING TIPPING FEES	RECYCLING TIPPING	1,057.33	0
100-54710-000 REFUSE COLLECTIONS	REFUSE CURBSIDE PICKUP	12,762.88	0
100-54710-000 REFUSE COLLECTIONS	6YD ROLL BIN	130.00	0

GL Account and Title	Description	Amount	GL Period
Total NIEUWENHUIS BROS. INC.:		22,205.97	
NORTHERN LAKE SERVICE INC.			
200-57623-170 WATER TESTING	WATER TESTING	164.01	0
200-57623-170 WATER TESTING	NITRATE, SDWA,PERFLOURINA	1,192.08	0
Total NORTHERN LAKE SERVICE INC.:		1,356.09	
OTTER SALES & SERVICE			
100-55410-150 PARKS REPAIRS/MAINT	TOOTHBAR	550.00	0
Total OTTER SALES & SERVICE:		550.00	
PATS SERVICES INC			
200-57631-160 WATER TREATMENT CHEMICALS	LIME SLUDGE	1,680.00	0
Total PATS SERVICES INC:		1,680.00	
POTSCH, CHRIS			
100-55210-271 REC DEPT BASEBALL EXPENSES	TEAM SNAP BILL	31.98	0
Total POTSCH, CHRIS:		31.98	
PREMIUM WATERS INC			
100-51730-160 VH BLDG SUPPLIES	VH WATER DELIVERY	40.74	0
100-55411-160 LAKEFRONT SUPPLIES	LAKEFRONT WATER DELIVERY	24.74	0
100-55210-160 REC DEPT SUPPLIES	REC DEPT WATER DELIVERY	14.24	0
Total PREMIUM WATERS INC:		79.72	
ROTE OIL CO.			
100-52320-180 FIRE DEPT FUEL	FIRE DIESEL	264.44	0
100-54310-180 STREETS FUEL	STREETS DIESEL	2,644.43	0
230-58100-180 KNC FUEL	KNC DIESEL	52.89	0
100-52360-180 RESCUE DEPT FUEL	RESCUE DIESEL	264.44	0
100-55410-180 PARKS FUEL	PARKS DIESEL	1,851.10	0
300-58967-000 SEWER FUEL EXPENSE	SEWER DIESEL	211.55	0
Total ROTE OIL CO.:		5,288.85	
SAFEBUILT LLC			
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING INSPECTION FEES	390.00	0
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING INSPECTION FEES	15,994.31	0
Total SAFEBUILT LLC:		16,384.31	
SCHAEFFER MUNICIPAL SERVICES LLC			
100-53100-210 ZONING INSPECTION CONTRACT	ZONING CONTRACT FEES	3,447.50	0
Total SCHAEFFER MUNICIPAL SERVICES LLC:		3,447.50	
SCURTO, RACHEL			
100-55210-275 REC DEPT PROGRAM EXPENSES	FLAG FOOTBALL REFUND	65.00	0
Total SCURTO, RACHEL:		65.00	

GL Account and Title	Description	Amount	GL Period
SECURIAN FINANCIAL GROUP INC			
100-52120-124 POLICE LIFE INSURANCE	POLICE LIFE INSURANCE	78.76	0
100-54310-124 STREETS LIFE INSURANCE	STREETS- LIFE INSURANCE	24.73	0
100-55410-124 PARKS LIFE INSURANCE	PARKS LIFE INSURANCE	1.86	0
200-57630-124 WATER TREATMENT - LIFE INS	WATER TREATMENT LIFE INSU	10.11	0
200-57640-124 WATER DISTRIBUTION - LIFE INS	WATER DISTRIBUTION LIFE INS	10.11	0
230-58100-124 KNC LIFE INSURANCE	KNC LIFE INSURANCE	3.86	0
100-51410-124 GEN ADMIN LIFE INSURANCE	GEN ADMIN LIFE INSURANCE	68.12	0
100-55210-124 REC DEPT LIFE INSURANCE	REC DEPT. LIFE INSURANCE	4.62	0
400-58100-123 LIBRARY HEALTH INSURANCE	LIBRARY LIFE INSURANCE	47.33	0
100-21257 LIFE INSURANCE PAYABLE	EMPLOYEE CONTRIBUTION	266.96	0
Total SECURIAN FINANCIAL GROUP INC:		516.46	
SMITH, JOSHUA			
100-55210-271 REC DEPT BASEBALL EXPENSES	SOFTBALL REFUND	45.00	0
Total SMITH, JOSHUA:		45.00	
STANEK,GAGE			
100-55210-275 REC DEPT PROGRAM EXPENSES	FLAG FOOTBALL REF	40.00	0
Total STANEK,GAGE:		40.00	
STATE OF WI - COURT FINES			
100-45001 COURT FINE REVENUE	MONTHLY REPORTING	1,918.70	0
Total STATE OF WI - COURT FINES:		1,918.70	
THE COACH'S LOCKER			
100-55210-275 REC DEPT PROGRAM EXPENSES	FLAG FOOTBALL SHIRTS	280.00	0
Total THE COACH'S LOCKER:		280.00	
THE PARTS PLACE			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	GREASE	68.70	0
Total THE PARTS PLACE:		68.70	
WAGNER, ELIZABETH			
100-55210-271 REC DEPT BASEBALL EXPENSES	SOFTBALL REFUND	45.00	0
Total WAGNER, ELIZABETH:		45.00	
WALCOMET			
300-58980-310 WALCOMET SEWER CONNECTION FEE	SEWER CONNECTION - 380 OB	4,000.00	0
300-58980-310 WALCOMET SEWER CONNECTION FEE	SEWER CONNECTION FEE - 41	4,000.00	0
300-58980-310 WALCOMET SEWER CONNECTION FEE	SEWER CONNECTION FEE- 138	4,000.00	0
300-58980-310 WALCOMET SEWER CONNECTION FEE	SEWER CONNECTION FEE - 42	4,000.00	0
Total WALCOMET:		16,000.00	
WALWORTH COUNTY TREASURER-COURT FINES			
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF COURT FI	639.00	0
Total WALWORTH COUNTY TREASURER-COURT FINES:		639.00	

GL Account and Title	Description	Amount	GL Period
WEIGEL, ETHAN			
100-55210-275 REC DEPT PROGRAM EXPENSES	FLAG FOOTBALL REF	40.00	0
Total WEIGEL, ETHAN:		40.00	
WITTE SUPPLY COMPANY			
100-54310-160 STREETS SUPPLIES	TOPSOIL	28.50	0
Total WITTE SUPPLY COMPANY:		28.50	
Total 0:		91,484.72	
Grand Totals:		91,484.72	

Village Board Approval Date: _____

Recommendations from Plan Commission July 11, 2023

Recommendation and Possible Action for a Conditional Use Permit

APPLICANT: Dancing Dudes, LLC (Owner)

TAX KEY: WOP 00088

STREET ADDRESS: 1 E. Geneva St, Village of Williams Bay

Applicant is requesting a conditional use per 390.0805(S)(1) Parking within the Village Center:

Private, off-street parking may be allowed within the VC District only with a conditional use permit. The Applicant requests to include on-site parking for 12 – 14 vehicles as part of a new commercial development.

The motion to Recommend Village Board Approval for the request for a conditional use permit per 390.0805(S)(1) Parking within the Village Center: Private, off-street parking may be allowed within the VC District only with a conditional use permit. The applicant requests to include on-site parking for 12-14 vehicles as part of a new commercial development was initiated by Matt Robbins and seconded by Lowell Wright.

Votes:

Yes: Bill Duncan, Pat Watts, Matt Robbins, Lowell Wright, James Killian

No: Marianne Klemke

Abstain: None

Result: Passed

OFFICIAL PUBLICATION
FOR THE
VILLAGE OF WILLIAMS BAY
Walworth County, Wisconsin

NOTICE OF PUBLIC HEARING
FOR A
CONDITIONAL USE PERMIT APPLICATION
BEFORE THE
PLANNING COMMISSION

July 11, 2023 at 6:30 PM
Village Hall Council Room
250 Williams Street

APPLICANT: Dancing Dudes, LLC (Owner)

TAX KEY NUMBER: WOP 00088

STREET ADDRESS: 1 E. Geneva St, Williams Bay WI 53191

Applicant is requesting a conditional use per 390.0805(S)(1) *Parking within the Village Center*: Private, off-street parking may be allowed within the VC District only with a conditional use permit.

The Applicant requests to include on-site parking for 12 – 14 vehicles as part of a new commercial development.

All persons, and their agents or attorneys will be given an opportunity to be heard in relation thereto.

Tina Kolls
Village Clerk
Published June 22, 2023 and June 29, 2023

Please do not print contents below the line!

Date submitted for publication: 06-16-2023



Planning Request Application Village of Williams Bay

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

Request:

Please check all that apply.

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

Date application was received:

Fee Paid:

500.00

Physical Address of Site:

1 E. GENEVA ST.

Tax Parcel Number:

WOP 000 88

Project or Development Name:

LEAST GENEVA CENTER

Applicant

Name:

RICHARD TUMA

Mailing Address:

69 N. WALWORTH

eMail:

WILLIAMS BAY, WI 53191

Phone:

TUMA.RICHARD@YAHOO.COM

262-703-6556

Owner of Site

Name:

DANCING DUDES LLC.

Mailing Address:

69 N. WALWORTH

eMail:

WILLIAMS BAY, WI 53191

Phone:

DANMANSO@WI.BR.COM

262-815-0616

Legal Representative

Name:

SCOTT CHRISTIAN

Mailing Address:

1624 HOBBS DR. #1

eMail:

DELAVAL, WI 53115

Phone:

SCHRISTIAN@THORPECHRISTIAN.COM

262-740-1971

Architect, Engineer, Contractor

Name:

WARREN HANSEN

Mailing Address:

7 RIDGE WAY CT. PO. BOX 437

eMail:

ELKHORN, WI 53121

WARREN@FARRISHANSEN.COM

Phone: 262-723-2098 EXT 14

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

LOT 1 & 2 OF BLOCK 7 OF ORIGINAL PLAT WILLIAMS BAY,
LOCATED IN PART OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION
1, TOWN 4 NORTH RANGE 16 EAST, VILLAGE OF WILLIAMS
BAY, WALWORTH COUNTY, WISCONSIN.

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

Current Zoning of Site: VILLAGE CENTER Current Overlay Districts of Site: _____

Proposed Zoning of Site: SAA

Proposed type of structure or use: 2 STORY RETAIL BUILDING

Proposed use of structure or site: GROCERY / SPA & SALON SERVICES

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

TWO STORY, 10,000 SQ FEET OF RETAIL SPACE, WITH
ROOF TOP VENUE ON 2ND FLOOR, WHICH WILL INCLUDE
FOOD & BEVERAGE SERVICE

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

THIS PROJECT FALLS UNDER PAGE 2 OF COMPREHENSIVE
PLAN - "ECONOMIC DEVELOPMENT" PAGE 10 "OPPORTUNITIES
FOR NEW DEVELOPMENT - REVITALIZE DOWNTOWN WITH NEW
DEVELOPMENT" & PAGE 52 NON-RESIDENTIAL FUTURE LAND USE -
"VC VILLAGE CENTER DISTRICT" TO PROMOTE THE CENTRAL BUSINESS
DISTRICT...

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

FITS WITHIN THE VILLAGE CENTER DISTRICT ZONING
CODE EXCEPT WE ARE ASKING FOR A CONDITIONAL
USE PERMIT TO ALLOW FOR ON SITE PARKING FOR
12-14 VEHICLES

Print Applicant's Name: RICHARD O. TUMA

Signature of Applicant: Richard O. Tuma Date: 6/12/23

Recommendations from Plan Commission July 11, 2023

Recommendation and Possible Action for a Conditional Use Permit

APPLICANT: Dancing Dudes, LLC (Owner)

TAX KEY: WOP 00088

STREET ADDRESS: 1 E. Geneva St, Village of Williams Bay

Applicant is requesting a conditional use per Figure 390.1218 Density, Intensity, and Bulk Regulations within the Village Center Zoning District: Maximum front and street side yard setback 5 feet, more with a conditional use permit. The Applicant requests to have a 10' street yard setback on the Walworth Avenue side (front) of a new commercial building.

The motion to Recommend Village Board Approval for the request for conditional use per Figure 390.1218 Density, Intensity, and Bulk Regulations within the Village Center Zoning District: Maximum front and street side yard setback 5 feet, more with a conditional use permit. The applicant requests to have a 10' street yard setback on the Walworth Avenue side (front) of a new commercial building was initiated by Trustee Lowell Wright and seconded by Commissioner Matt Robbins.

Votes:

Yes: Bill Duncan, Pat Watts, Marianne Klemke, Matt Robbins, Lowell Wright, James Killian

No: None

Abstain: None

Result: Passed

OFFICIAL PUBLICATION
FOR THE
VILLAGE OF WILLIAMS BAY
Walworth County, Wisconsin

NOTICE OF PUBLIC HEARING
FOR A
CONDITIONAL USE PERMIT APPLICATION
BEFORE THE
PLANNING COMMISSION

July 11, 2023 at 6:30 PM
Village Hall Council Room
250 Williams Street

APPLICANT: Dancing Dudes, LLC (Owner)

TAX KEY NUMBER: WOP 00088

STREET ADDRESS: 1 E. Geneva St, Williams Bay WI 53191

Applicant is requesting a conditional use per Figure 390.1218 *Density, Intensity, and Bulk Regulations within the Village Center Zoning District*: Maximum front and street side yard setback 5 feet, more with a conditional use permit. The Applicant requests to have a 10' street yard setback on the Walworth Avenue side (front) of a new commercial building.

All persons, and their agents or attorneys will be given an opportunity to be heard in relation thereto.

Tina Kolls
Village Clerk
Published June 22, 2023 and June 29, 2023

Please do not print contents below the line!

Date submitted for publication: 06-16-2023



Planning Request Application Village of Williams Bay

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

Request:

Please check all that apply.

- ☐ Site Plan [§18.1206] - \$200.00 plus \$.04/sf floor area
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- ☐ Land Use Plan Amendment - \$500.00
- ☐ Interpretation [§18.1216] - \$200.00
- ☐ Appeal [§18.1217] - \$500.00
- ☐ Other: _____ Fee: _____

Date application was received:

Fee Paid:

500.00

Physical Address of Site:

+ E. GENEVA ST.

Tax Parcel Number:

WOP 000 88

Project or Development Name:

+ EAST GENEVA CENTER

Applicant

Name: RICHARD TUMA
Mailing Address: 69 N. WALWORTH
WILLIAMS BAY, WI 53191
eMail: TUMA.RICHARD@YAHOO.COM
Phone: 262-703-8556

Owner of Site

Name: DANICNE DUDES LLC.
Mailing Address: 69 N. WALWORTH
WILLIAMS BAY, WI 53191
eMail: DMANICUSO@WI.RR.COM
Phone: 262-815-0616

Legal Representative

Name: SCOTT CHRISTIAN
Mailing Address: 1624 HOBBS DR. #1
DELAWARE, WI 53115
eMail: SCCHRISTIAN@THORPECHRISTIAN.COM
Phone: 262-740-1971

Architect, Engineer, Contractor

Name: WARREN HANSEN
Mailing Address: 2 RIDGE WAY CT. P.O. BOX 437
ELKHORN, WI 53121
eMail: WARREN@WARRENHANSEN.COM

Application for Village of Williams Bay

Phone: 262-723-2098 EXT 14

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

LOT 1 & 2 OF BLOCK 7 OF ORIGINAL PLAT WILLIAMS BAY,
LOCATED IN PART OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION
1, TOWN 1 NORTH RANGE 16 EAST, VILLAGE OF WILLIAMS
BAY, WALWORTH COUNTY, WISCONSIN.

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

Current Zoning of Site: VILLAGE CENTER Current Overlay Districts of Site: _____

Proposed Zoning of Site: SAA

Proposed type of structure of use: 2 STORY RETAIL BUILDING

Proposed use of structure or site: GROCERY / SPA & SALON SERVICES

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

TWO STORY, 10,000 SQ FEET OF RETAIL SPACE, WITH
ROOF TOP VENUE ON 2ND FLOOR, WHICH WILL INCLUDE
FOOD & BEVERAGE SERVICE

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Comprehensive Plan: (Attach separate sheet if additional space is needed)

THIS PROJECT FALLS UNDER PAGE 2 OF COMPREHENSIVE
PLAN - "ECONOMIC DEVELOPMENT", PAGE 10 "OPPORTUNITIES
FOR NEW DEVELOPMENT - REVITALIZE DOWNTOWN WITH NEW
DEVELOPMENT" & PAGE 52 NON-RESIDENTIAL FUTURE LAND USE -
"VC VILLAGE CENTER DISTRICT" TO PROMOTE THE CENTRAL BUSINESS
DISTRICT...

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

FITS WITHIN THE VILLAGE CENTER DISTRICT ZONING
CODE EXCEPT WE ARE ASKING FOR A CONDITIONAL
USE PERMIT TO ALLOW FOR A 10' SETBACK ON
THE WALWORTH STREET SIDE & FRONT OF BUILDING

Print Applicant's Name: RICHARD O. TUMA

Signature of Applicant: Richard H Tuma Date: 6/12/23

Recommendations from the Plan Commission September 12, 2023

Recommendation and Possible Action for Site Plan and Architectural Design Review

APPLICANT: Dancing Dudes, LLC (Owner)

TAX KEY: WOP 00088

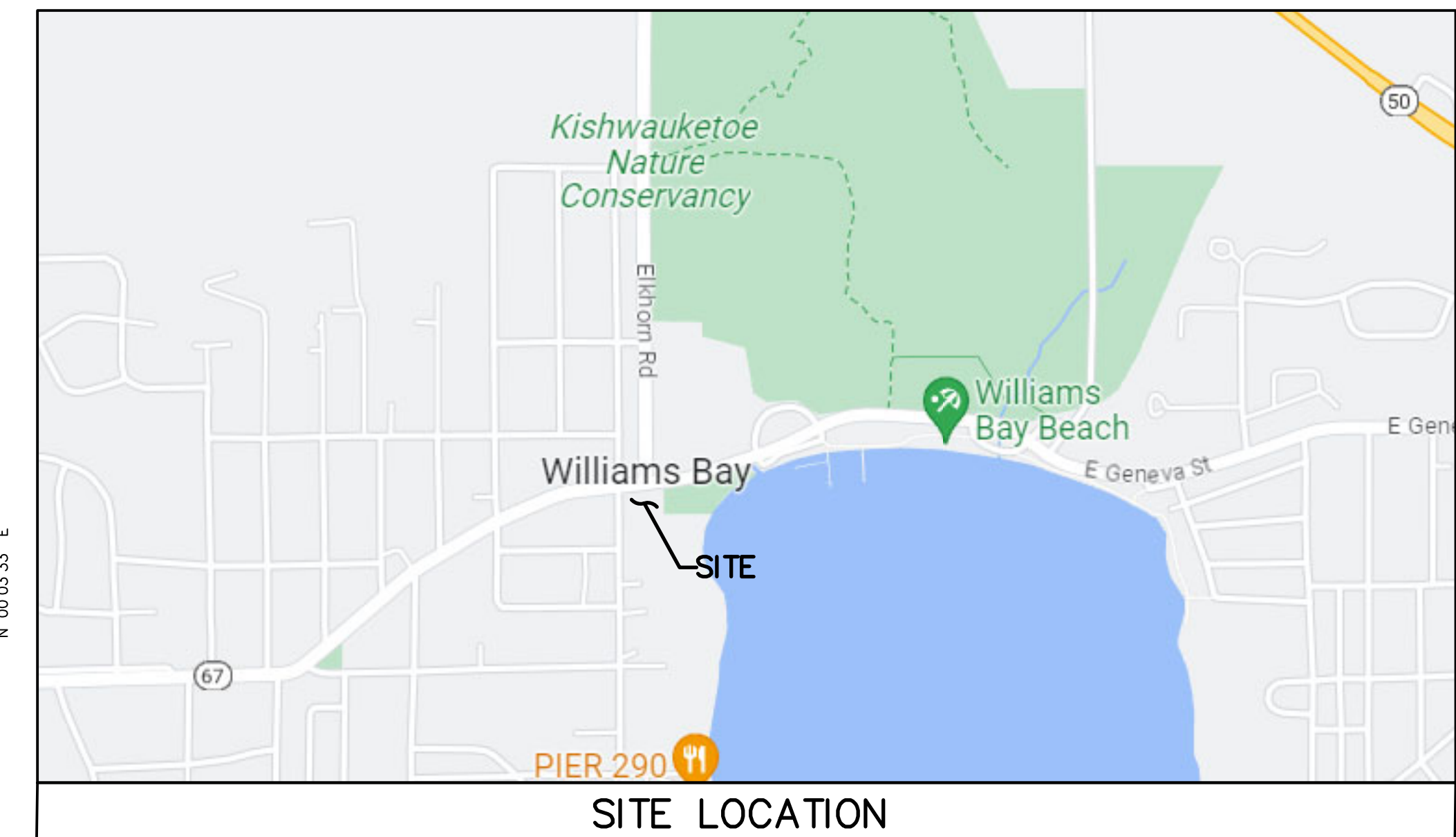
STREET ADDRESS: 1 E. Geneva St, Village of Williams Bay

The applicant is requesting approval of a site plan for commercial development in the Village Center District per Section 390-1206 Site Plan and Section 390-0705 VCO Village Center Design Overlay District.

Plan Commission is recommending approval with the condition that the site plan must meet all items listed on the Engineer's Memo dated August 23, 2023.

The motion to recommend the Village Board approval of the site plan for commercial development in the Village Center District per Section 390-1206 Site Plan and Section 390-0705 VCO Village Center Design Overlay District with the conditions that it must receive final approval from the Village Engineer that all conditions of the memo dated August 23, 2023, have been met was initiated by Trustee Wright and was seconded by Commissioner Robbins. Unanimously carried.

LOCATED IN PART OF THE SE 1/4 OF THE NE 1/4 OF
SECTION 1, TOWN 1 NORTH, RANGE 16 EAST,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN



NOTE: EROSION CONTROL, SPECIFICATIONS, AND
CONSTRUCTION DETAILS WILL GO ON FINAL PLAN

TO SHEET INDEX

SHEET 1	—	SITE AND GRADING PLAN
SHEET 2	—	WEST & NORTH ELEVATIONS
SHEET 3	—	EAST & SOUTH ELEVATIONS
SHEET 4	—	BASEMENT /FOUNDATION PLAN
SHEET 5	—	FIRST FLOOR PLAN
SHEET 6	—	SECOND FLOOR PLAN

-WORK ORDERED BY-
DANCING DUDES, JENNIFER VEITH
P.O. BOX 1332
WILLIAMS BAY, WISCONIN 53191

SEQUENCE OF CONSTRUCTION & SITE CONTROL

- 1) CLEAN SITE UP AND REMOVE ALL PAVEMENT EXCEPT FOR PAVEMENT PROVIDING ACCESS TO 69 WALWORTH AVENUE
- 2) PROVIDE FOR SHEETING BEHIND EXISTING WALKS FOR BASEMENT EXCAVATION
- 3) INSTALL/ REPLACE EXISTING STORM SEWER
- 4) REPAIR/ STABILIZE EXISTING 12" RETAINMENT WALL (PAINT OR RESURFACE)
- 5) EXCAVATE FOR BASEMENT HAULING ALL SURPLUS MATERIALS OFF SITE FOR DISPOSAL
- 6) PROVIDE IMPORTED GRAVEL BASE AND GRANULAR BACKFILL COMPACTED IN 8" LIFTS. GEOTECHNICAL FIRM TO BE ON SITE FOR INITIAL TESTING OF FOUNDATION WORK.
- 7) PROVIDE SAFETY CHAIN LINK FENCING FULLY AROUND ALL EXCAVATIONS TO SAFE GUARD THE PUBLIC. SIDE WALKS TO BE CLOSED DURING MUCH OF THE CONSTRUCTION WORK.
- 8) CONTRACTOR IS TO PROVIDED SCHEDULE OF OPERATIONS TO OWNER AND ENGINEER.
- 9) ALL SURFACES STORM INLETS SHALL BE PROTECTED WITH DRAINAGE FABRIC, SET UNDER GRATE. USE OF 12" STRAW WATTLES STAKED DOWN AT ALL POINTS WHERE SURFACE RUNOFF LEAVES THE SITE WILL BE REQUIRED
- 10) COORDINATE AND COOPERATION WITH VILLAGE OFFICIALS AND ALL SITE CONTRACTORS WILL BE REQUIRED. ALL SUB CONTRACTORS ARE TO BE UNDER THE GENERAL CONTRACTORS OVERSIGHT
- 11) FOUNDATION DRAINAGE MAY BE ADJUSTED BASED ON SOIL CONDITIONS ENCOUNTERED WHEN EXCAVATING FOR THE LOWER BASEMENT

SITE AND GRADING PLAN

HARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING — ARCHITECTURE — SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISONS
5/13/2023 - TS NOTES, SPELLINGS, AND DATES
3/28/2023 - TS ADVANCE
7/24/2023 - TS ADVANCE REV #3
2/28/2023 - DHC MODDED GREASE TRAP
7/31/2023 - TS ADVANCE
3/16/2023 - TS ADVANCE
3/22/2023 - TS ADVANCE

PROJECT NO.
3052.KEG.23

DATE
05/30/2023

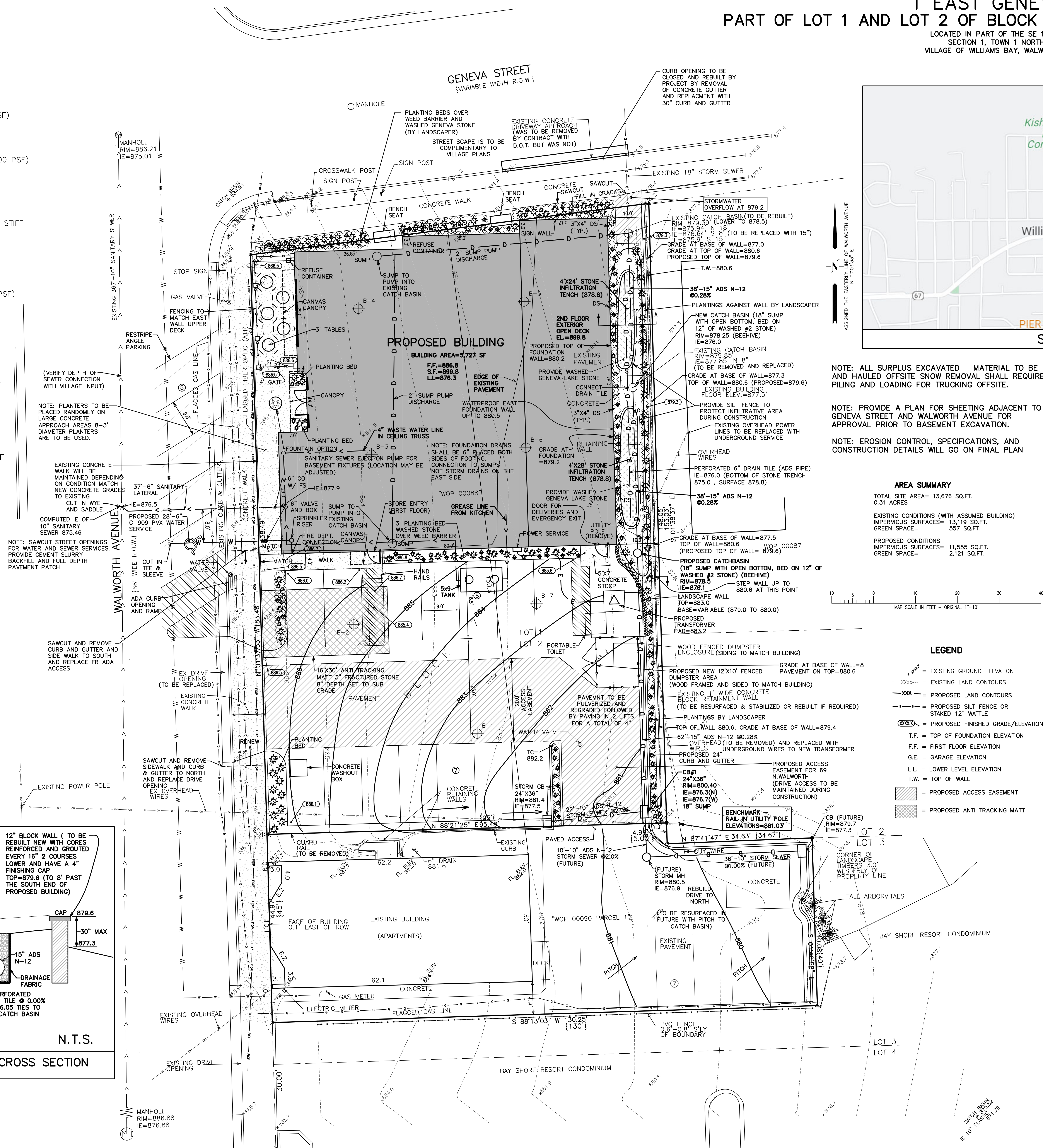
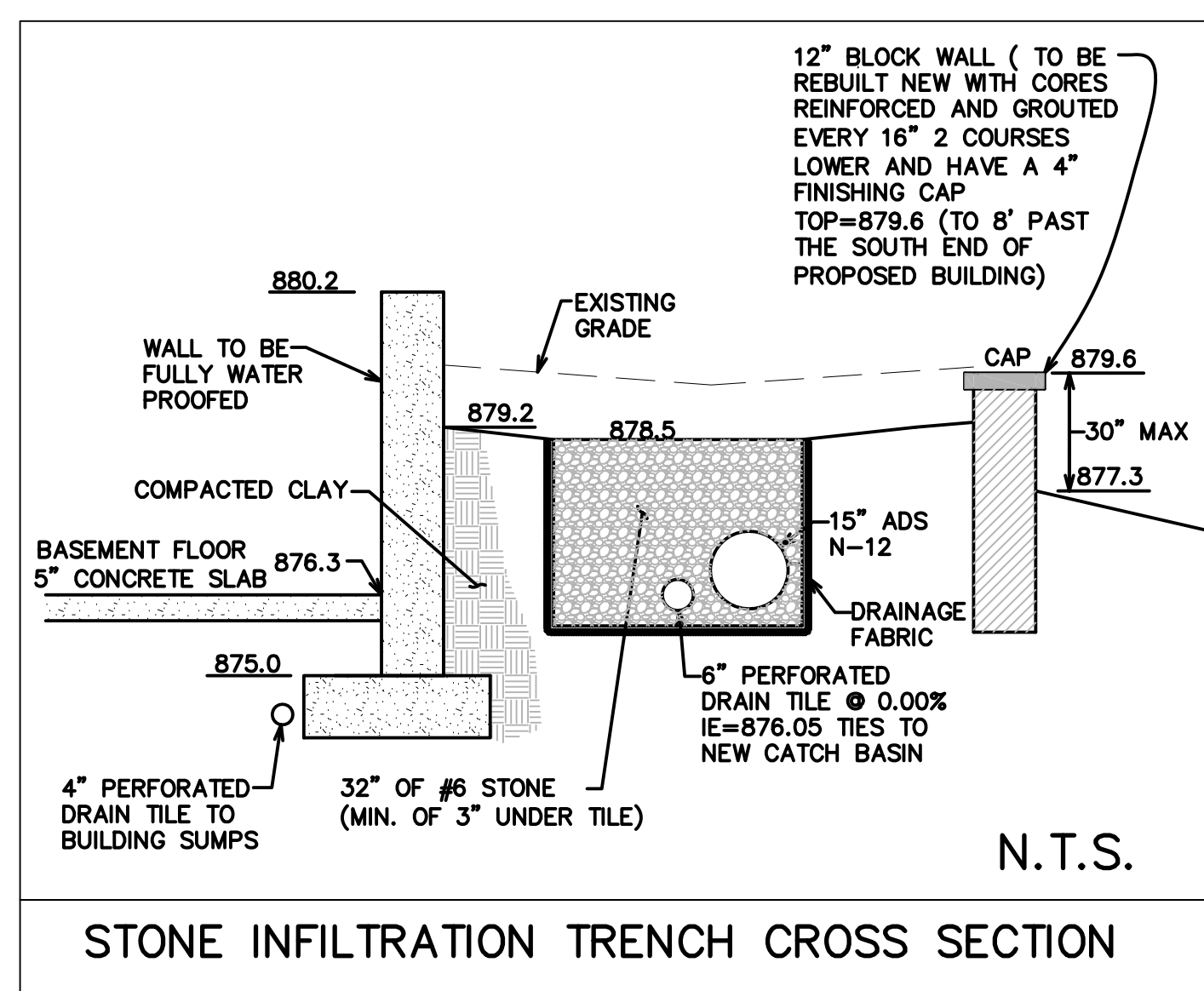
SHEET NO.
1 OF 6

SOIL BORINGS

- B-1 13" PAVEMENT AND BASE
45" GRAY SANDY LEAN CLAY
(SOFT)(DRY) 800 PSF BEARING
- B-2 SURFACE=883.1 WATER @ 873.3
13" PAVEMENT AND BASE
53" GRAY LEAN CLAY (1,500 PSF)
60" CLAYEY SAND (2,000 PSF)
66" SANDY LEAN CLAY (OVER 3,000 PSF)
- B-3 SURFACE=884.1
66" FILL (LOOSE)
60" GREY SILT (2,000 PSF)
54" SANDY LEAN CLAY DRY (OVER 3,000 PSF)
(WATER AT 878.8)
- B-4 SURFACE=883.7
66" FILL (LOOSE)
30" GRAY LEAN CLAY (SOFT)
30" SANDY SILT (LOOSE)
114" SANDY LEAN CLAY (FIRM TO VERY STIFF
2,000 PSF @ 872.0
- B-5 SURFACE=880.5 WATER @ 873.5
3" PAVEMENT
15" GRAVEL BASE
18 FILL
54" GRAY LEAN CLAY (STIFF)
24" CLAYEY SAND W/ GRAVEL (2,000 PSF)
GREY SAND/ GRAVEL (871.0)
96" GREY SAND W/SILT (2,000 PSF)
- B-6 SURFACE=881.2 WATER @ 873.0
2" PAVEMENT
11" BASE
24" FILL
30" LEAN CLAY
30" GREY LEAN CLAY
60" GREY SILT SAND, DENSE 2,000 PSF
- B-7 SURFACE=881.5 WATER @ 874.0
3.5" BIT. PAVE
16.5 BASE GRAVEL
15" BROWN SAND
30" GREY CLAY
30" CLAYEY SAND WITH GRAVEL DENSE
30" SILTY SAND WET/ DENSE 3,000 PSF

SOIL CONTAMINATION

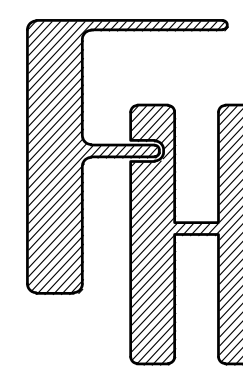
PHASE 1 - ENVIRONMENTAL WORK HAS BEEN COMPLETED IN RECENT YEARS FOR THE SITE AND THE REPORT MAKES NO RECOMMENDATIONS. FOR CONTINUING INTO PHASE 2 STUDY WHEN EXCAVATIONS ARE BEING DONE OBSERVATIONS FOR ANY POSSIBLE CONTAMINATIONS SHALL BE MADE. IF ANYTHING CONTAMINATES SHALL BE MADE. IF ANY THIN IS FOUND REMEDIAL ACTIONS WILL BE REQUIRED.



STONE INFILTRATION TRENCH CROSS SECTION

N.T.S.

X:\Projects\3052\3052_KEG_22\3052_KEG_22 SGDECP.dwg



PROPOSED BUILDING
1 EAST GENEVA CENTER
EAST GENEVA STREET & WALWORTH AVENUE
WILLIAMS BAY, WALWORTH CO., WISCONSIN

WEST ELEVATION
NORTH ELEVATION

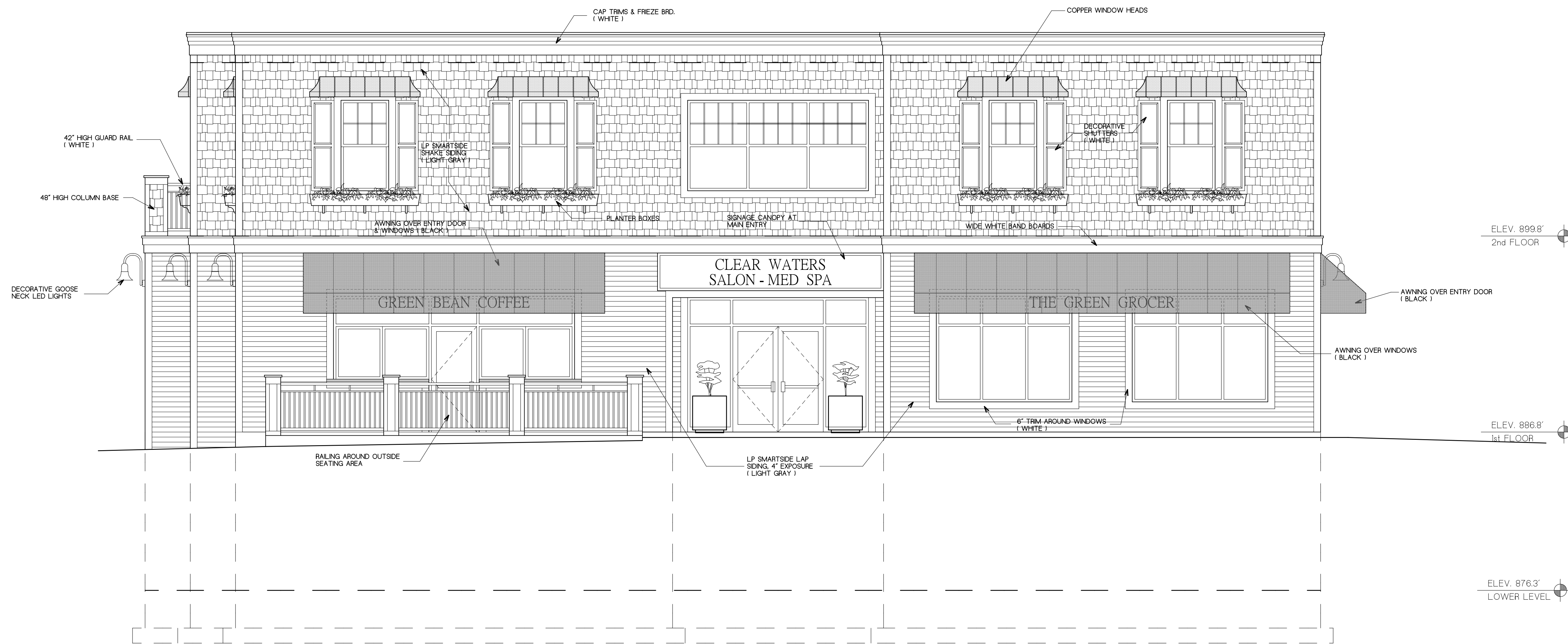
FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgeway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-5966

REVISIONS
REV 44 - MIS REVISIONS
RS 06/09/2023

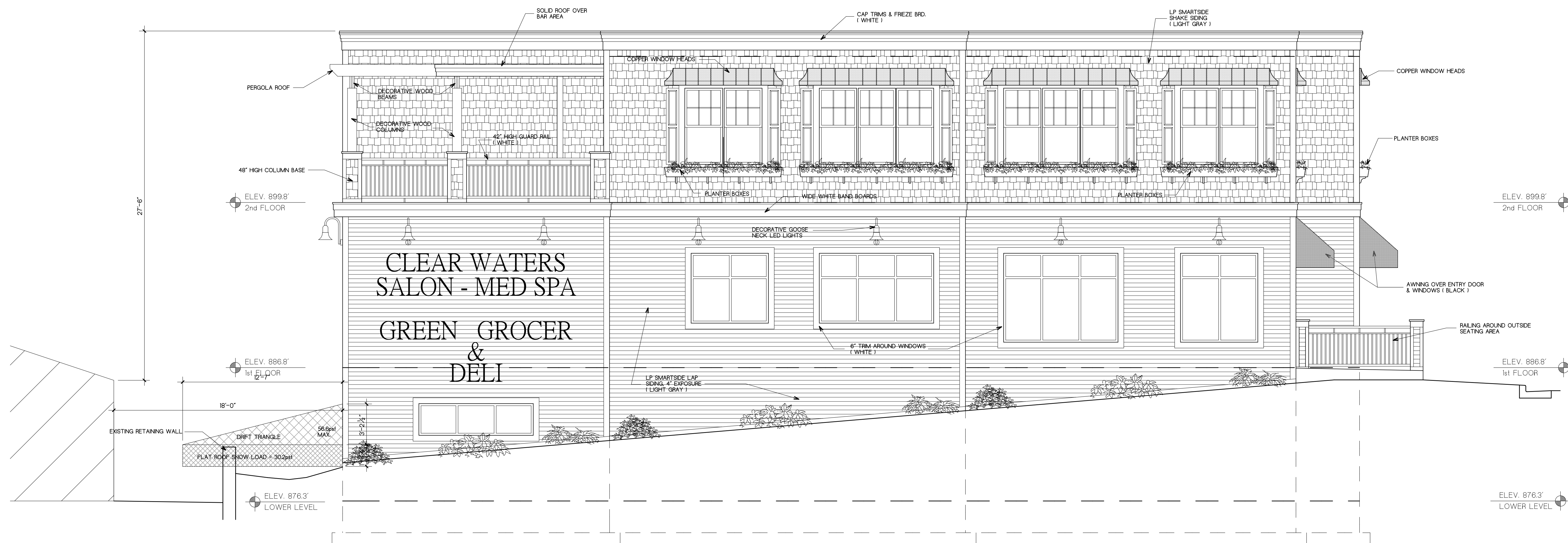
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05/30/2023

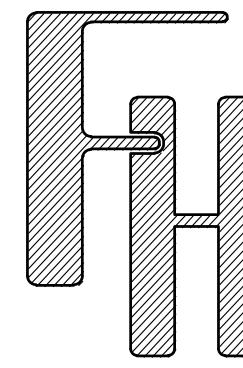
SHEET NO:
2 of 6



WEST ELEVATION
SCALE: 1/4"=1'-0"



NORTH ELEVATION
SCALE: 1/4"=1'-0"



PROPOSED BUILDING
1 EAST GENEVA CENTER
EAST GENEVA STREET & WALWORTH AVENUE
WILLIAMS BAY, WALWORTH CO., WISCONSIN

EAST ELEVATION
SOUTH ELEVATION

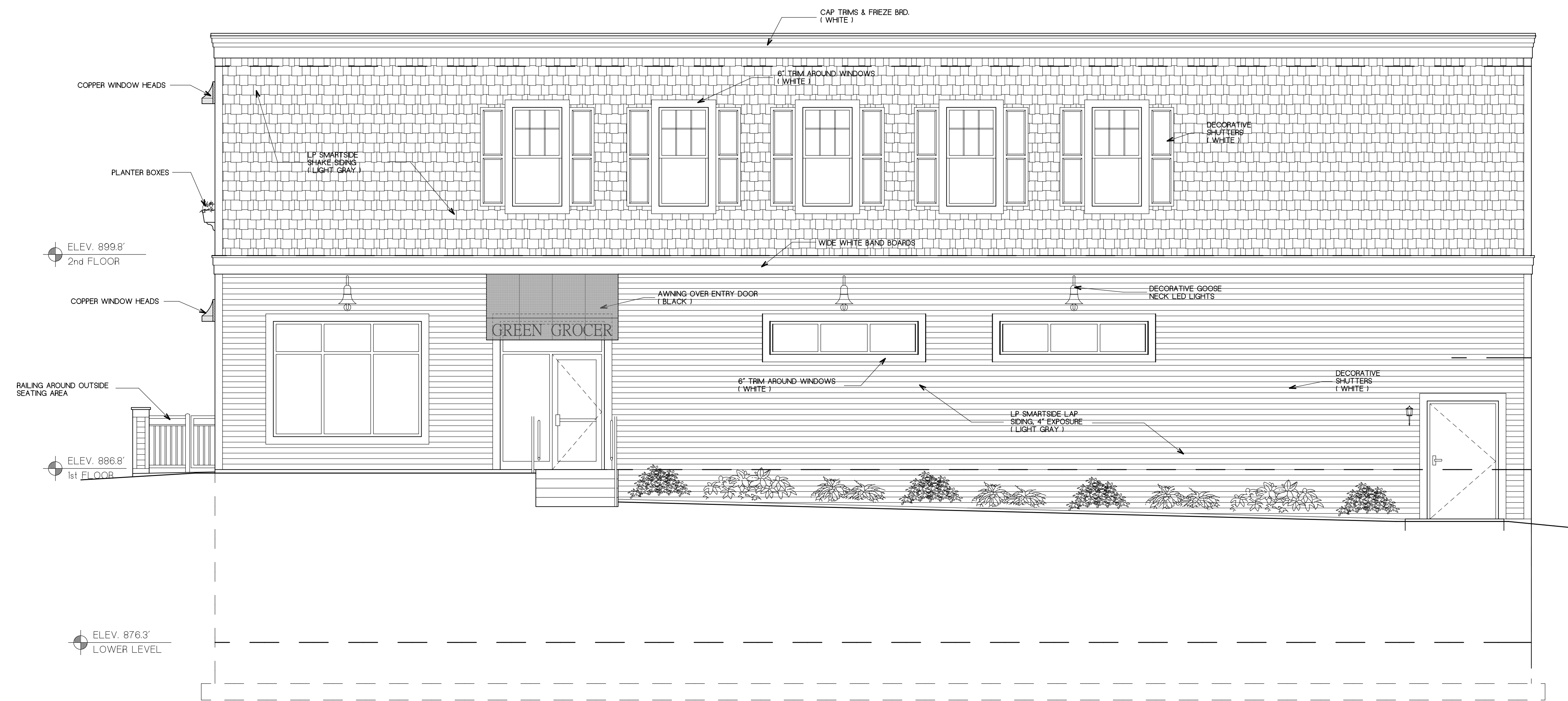
FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgeway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-5866

REVISIONS
REV 44 - MISD REVISIONS
RS 06/09/2023

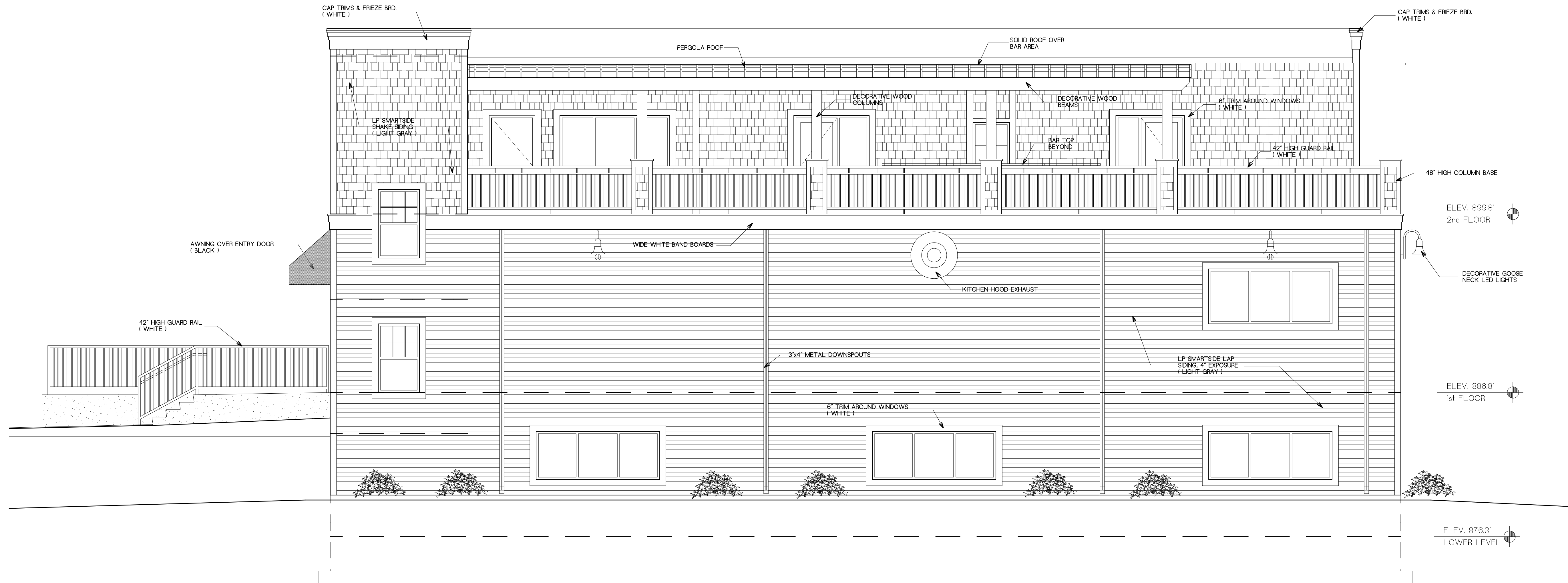
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3052KEG23

DATE
05/30/2023

SHEET NO.
3 of 6

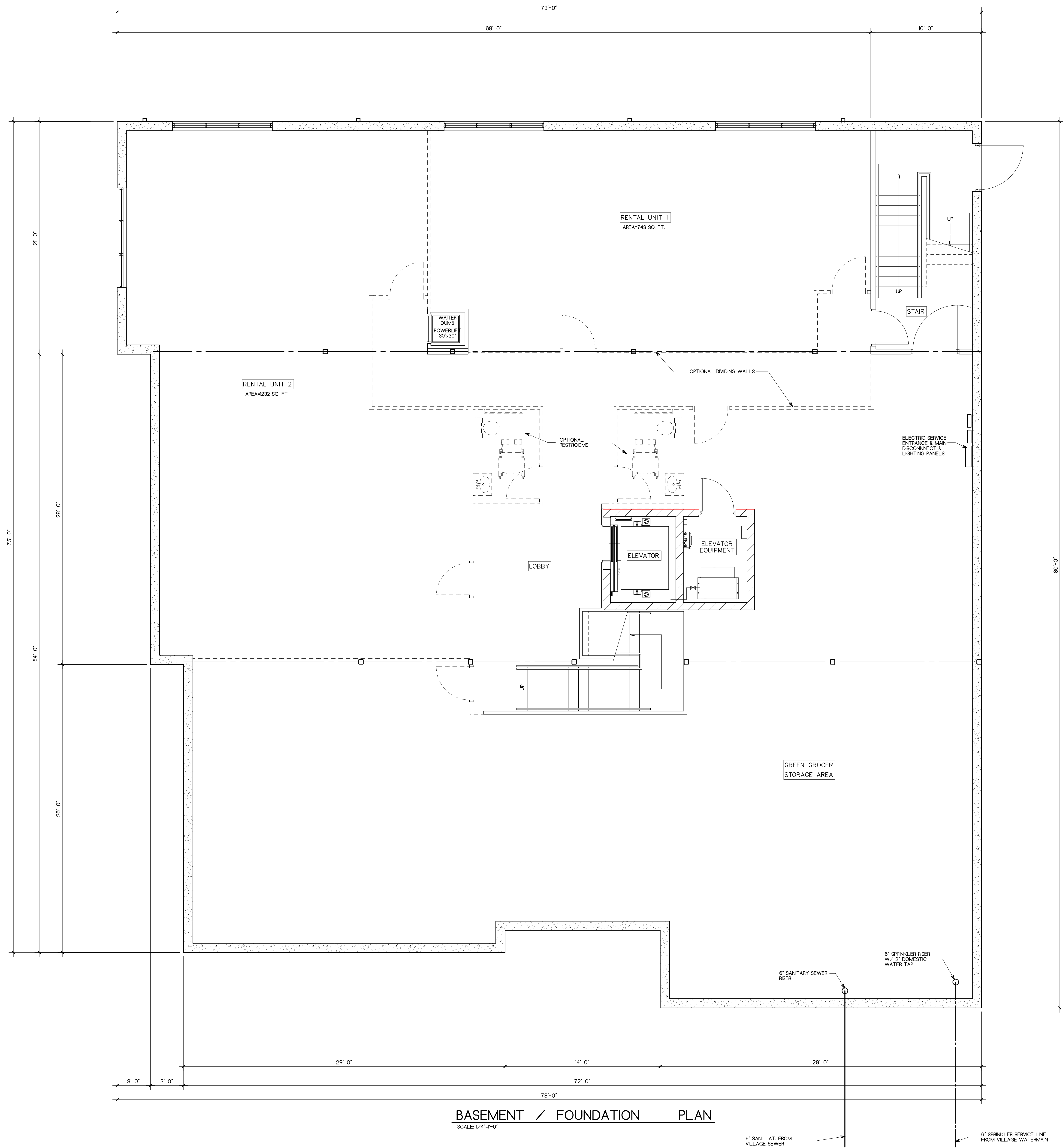


SOUTH ELEVATION
SCALE: 1/4\"/>

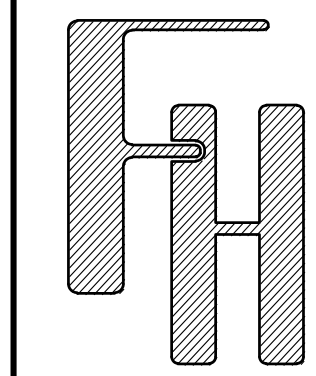


EAST ELEVATION
SCALE: 1/4\"/>

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BASEMENT / FOUNDATION PLAN
SCALE: 1/4"=1'-0"



PROPOSED BUILDING
1 EAST GENEVA CENTER
EAST GENEVA STREET & WALWORTH AVENUE
WILLIAMS BAY, WALWORTH CO., WISCONSIN

BASEMENT / FOUNDATION PLAN

FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgeway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-5866

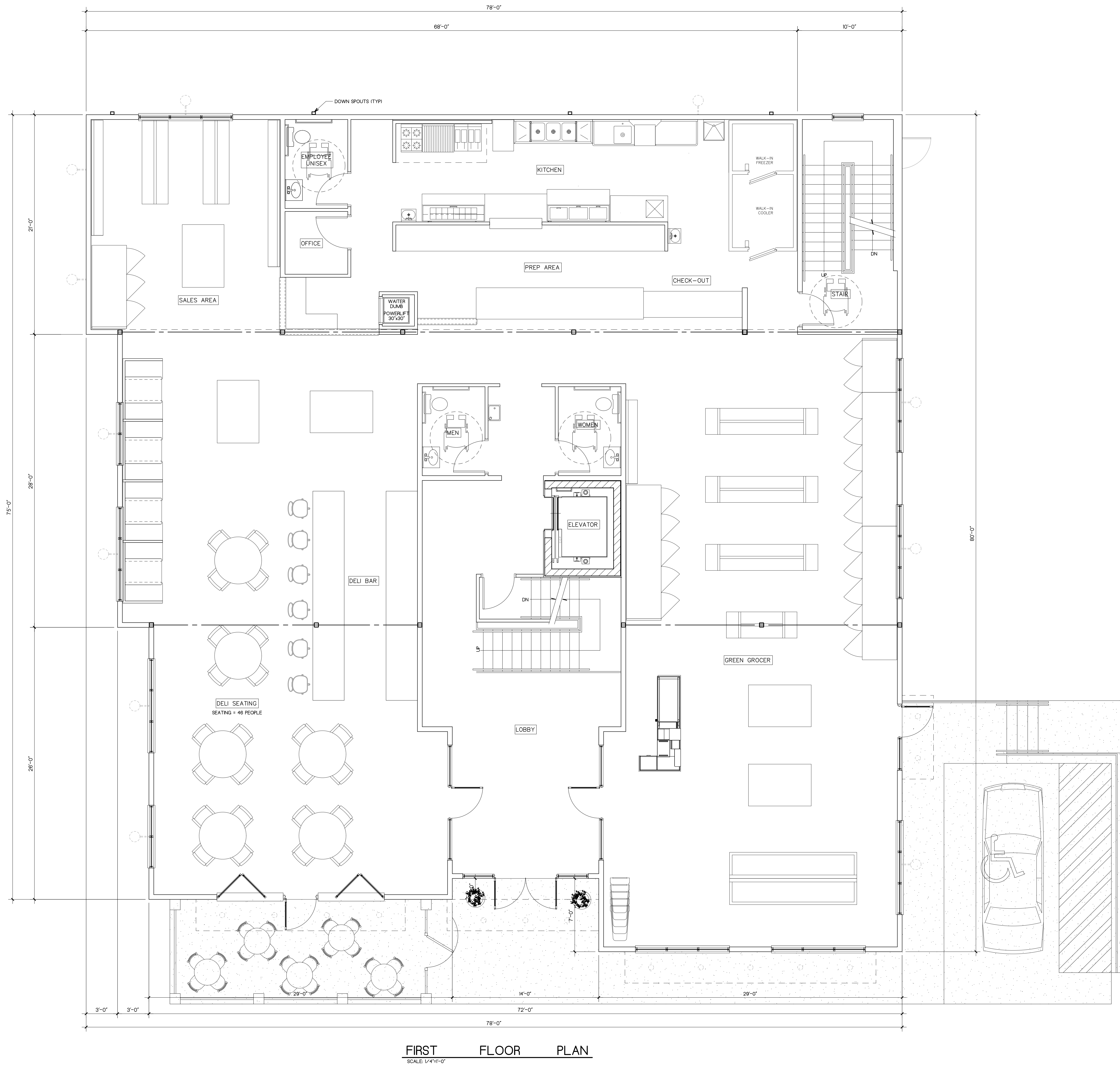
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REV 44 - MISD REVISIONS
RS 08/09/2023

PROJECT NO.
3052KEG.23

DATE
05/30/2023

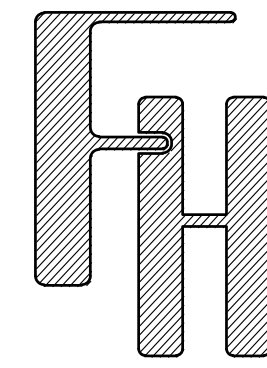
SHEET NO.
4 of 6

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FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"



PROPOSED BUILDING
1 EAST GENEVA CENTER
EAST GENEVA STREET & WALWORTH AVENUE
WILLIAMS BAY, WALWORTH CO., WISCONSIN

FIRST FLOOR PLAN

FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgeway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-5866

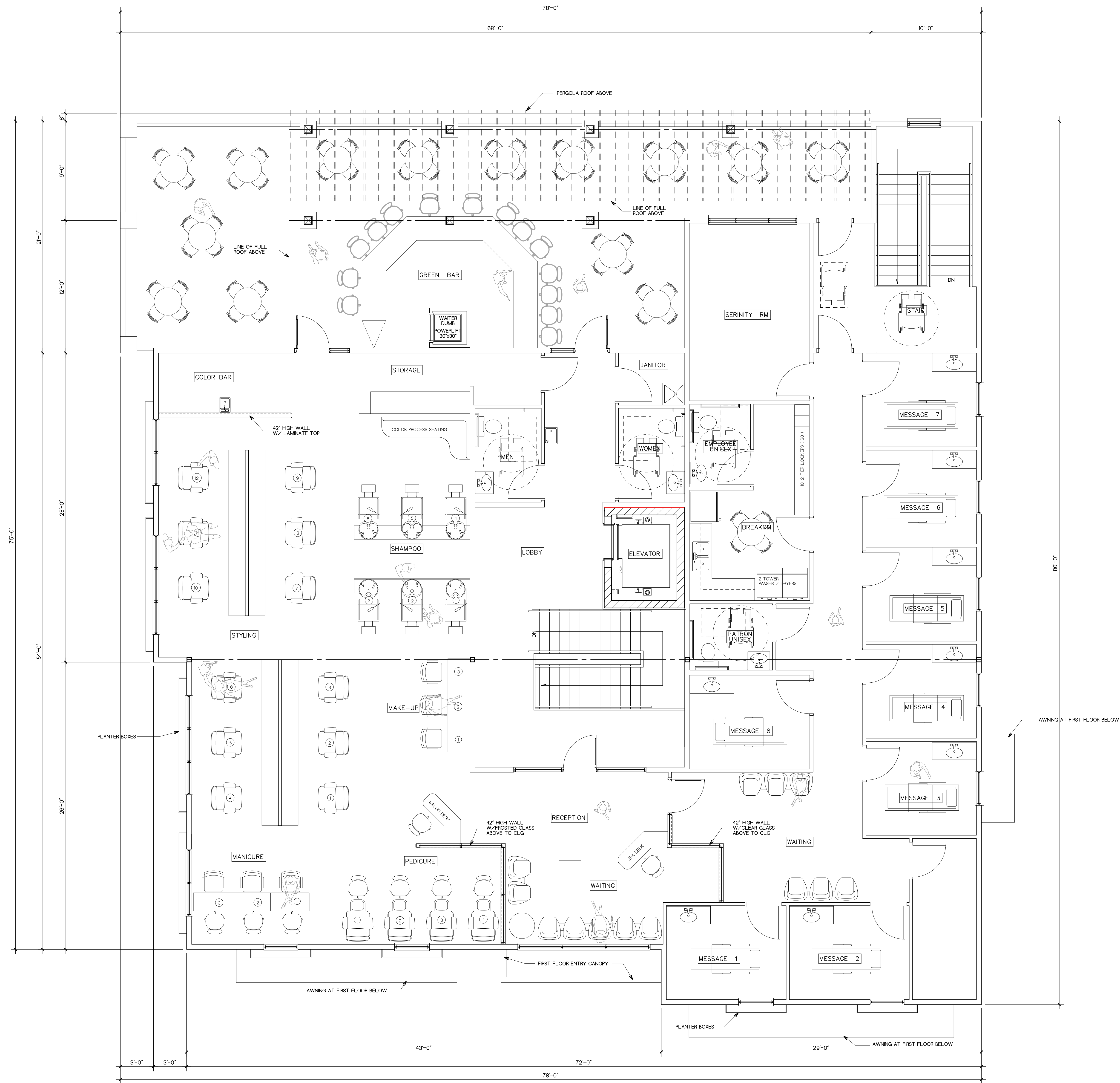
REVISIONS
REV 44 - MISC REVISIONS
08/01/2023

PROJECT NO:
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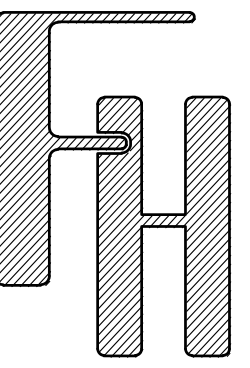
DATE:
05/30/2023

SHEET NO:
5 of 6

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SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



PROPOSED BUILDING
1 EAST GENEVA CENTER
EAST GENEVA STREET & WALWORTH AVENUE
WILLIAMS BAY, WALWORTH CO., WISCONSIN

SECOND FLOOR PLAN

FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgeway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-5866

REVISIONS
REV 44 - MISC REVISIONS
06/01/2023

PROJECT NO:
3052KEG.23

DATE:
05/30/2023

SHEET NO:
6 of 6

DOCUMENT#: 1082728
08-11-2023 at 2:23 PM
MICHELE JACOBS
REGISTER OF DEEDS
WALWORTH COUNTY, WISCONSIN
Pages: 7 Fee Amount: \$30.00

EASEMENT AGREEMENT

Document Number

Document Title

Recording Area

Name and Return Address

Scott Christian
1624 Hobbs Dr.
Delavan, WI 53115

WOP 00088 & WOP 00090

Parcel Identification Number (PIN)

This documents was drafted by:
Thorpe & Christian, S.C.
Attorney Scott T. Christian
Delavan, Wisconsin

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of this 21st day of July, 2023, by Dancing Dudes, LLC ("Dancing Dudes")

The following recitals of fact are a material part of this Agreement.

A. Dancing Dudes is the owner of a certain parcel of land in the Village of Williams Bay, County of Walworth, and State of Wisconsin, legally described as follows:

The West 125 feet of Lot 2 in Block 7, in the Original Plat of the Village of Williams Bay; also commencing at the NW corner of Lot 1, Block 7, in the Original Plat of the Village of Williams Bay, thence E along the S line of Geneva Street 125.6 feet to the line between the Townships of Linn and Walworth; thence South along the Said Townline to the S line of Lot 1, thence W to the W line of said Lot 1, and thence N to the place of beginning. Excepting therefrom the following: Commencing at a point in the N line of said Lot 1 where the E line of Township 1 North, Range 16 East crosses said N line of said lot, running thence S to the S line of Lot 2, thence W along the S line of lot 2, 30 feet, thence N to Geneva Street, thence E to the place of beginning, also excepting Vol. 641 on page 411, the S 5 feet of the W 95 feet of Lot 2 in Block 7 in the Original Plat of the Village of Williams Bay, Walworth County, Wisconsin.

Tax Key No. WOP 00088

(hereinafter "Servient Parcel").

B. Dancing Dudes is the owner of property abutting the Servient Parcel legally described as follows:

The South Five (5) feet of the West 95 feet of Lot Two (2) in Block Seven (7), in the Original Plat of the Village of Williams Bay, Walworth County, Wisconsin. Also being at the northwest corner of Lot 3 of Block 7 of the Original Plat of the Village of Williams Bay, Wisconsin; thence run east along the north line of Lot 3 a distance of one hundred thirty (130) feet to a point; thence run due south along a line parallel with the west line of Lot 3 a distance of forty (40) feet to a point; run thence westerly along a line parallel with the north line of Lot 3 a distance of one hundred thirty (130) feet to the west boundary line of Lot 3; thence north along the west boundary line of said Lot 3 to the place of beginning.

Tax Key No. WOP 00090

(hereinafter "Benefitted Parcel").



C. Dancing Dudes wishes create and grant to the Benefitted Parcel a certain easement, in, upon, over and across the Servient Parcel for the benefit of the Benefitted Parcel, its successors and assigns, all as more fully set forth below.

D. The purpose of said easement is to allow for vehicular access to and from the Benefitted Parcel over the Servient Parcel.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which are hereby acknowledged, the following grants, agreements and covenants are made:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference as if set forth at length herein.

2. **Grant of Easements.** Dancing Dudes hereby grants and conveys to the Benefitted Parcel a non-exclusive easement over the area depicted in Exhibit "A", attached hereto and incorporated herein by reference, ("Access Easement Area") to allow for vehicular ingress and egress over said Access Easement Area to and from the Benefitted Parcel and for no other purpose. The use of said Access Easement Area shall be limited to the owners of the Benefitted Parcel, and the tenants, occupants, invitees, agents, and contractors of the Benefitted Parcel.

3. **Maintenance.** The maintenance of the Access Easement Area shall be the full responsibility of the Servient Parcel.

4. **Indemnification.** The owners of the Benefitted Parcel do hereby indemnify and hold harmless the Servient Parcel, its owners and successors and assigns, and shall defend them and each of them from and against any and all claims, actions, damages, liability, losses, expenses and liens arising out of any occurrence causing injury or damage to any persons or property, whomsoever or wheresoever, and resulting from or caused by acts or omissions of the Benefitted Parcel, their tenants, employees, agents, contractors, visitors in exercising any of their rights and privileges granted herein, including but not limited to, the right of ingress and egress over the Access Easement Area as created by this Agreement.

5. **Covenants to Run With the Land.** The easement created by this Agreement shall run with the land and create an equitable servitude in favor of the Benefitted Parcel (over the Access Easement Area), and shall bind every person having any fee, leasehold or other interest in the Servient Parcel or the Benefitted Parcel and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

Dancing Dudes, LLC (Owner of Servient Parcel)

By: 
Jennifer Vieth, Member

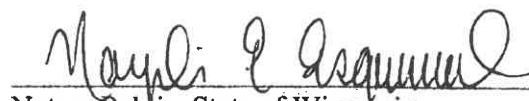
By: 
Dawn Marie Mancuso, Member

By: 
Jane Larson, Member

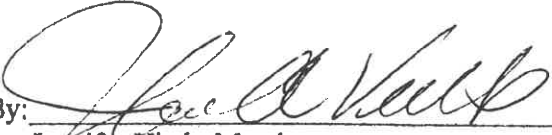
STATE OF WISCONSIN)
)SS.
COUNTY OF WALWORTH)

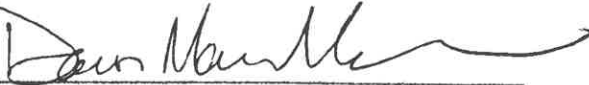
Personally came before me this 2nd day of July, 2023, the above-named Jennifer Vieth , Dawn Marie Mancuso, and Jane Larson to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.




Notary Public, State of Wisconsin
My Commission: 04/18/2023 - 04/18/2027

Dancing Dudes, LLC (Owner of Benefitted Parcel)

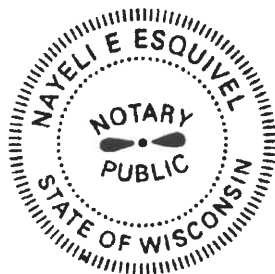
By: 
 Jennifer Vieth, Member

By: 
 Dawn Marie Mancuso, Member

By: 
 Jane Larson, Member

STATE OF WISCONSIN)
)SS.
 COUNTY OF WALWORTH)

Personally came before me this 21st day of July, 2023, the above-named Jennifer Vieth ,
 Dawn Marie Mancuso and Jane Lason to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.



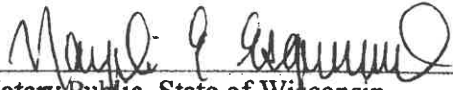
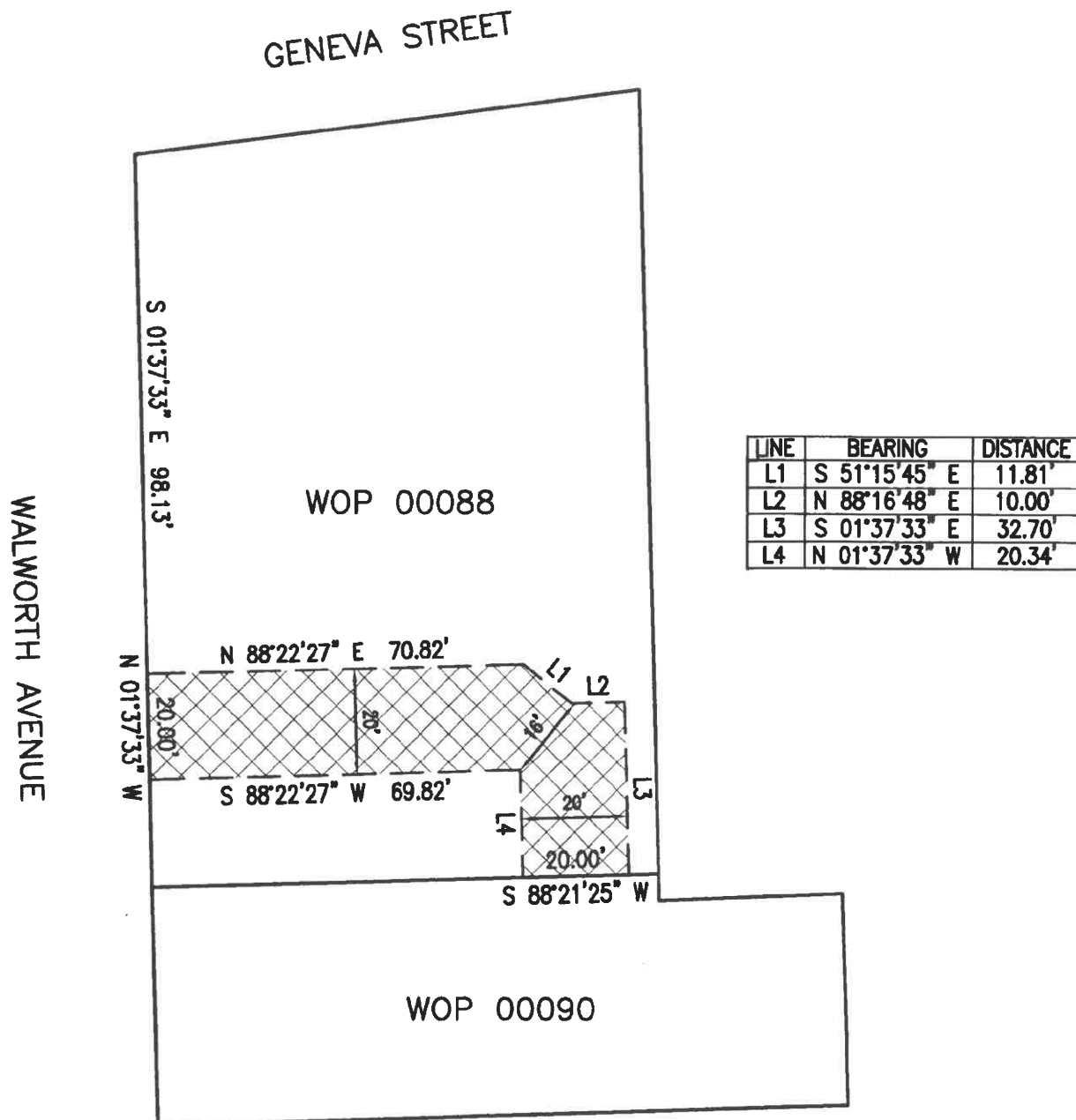

 Notary Public, State of Wisconsin
 My Commission: 04/19/2023 - 04/18/2027

EXHIBIT "A" TO EASEMENT AGREEMENT

Access Easement Area



LEGAL DESCRIPTION – ACCESS EASEMENT

PART OF LOTS 1 AND 2 OF BLOCK 7 OF THE ORIGINAL PLAT OF THE VILLAGE OF WILLIAMS BAY, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OF BLOCK 7 OF THE ORIGINAL PLAT OF THE VILLAGE OF WILLIAMS BAY; THENCE ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 7, S 01DEG 37MIN 33SEC E, 98.13 FEET TO THE POINT OF BEGINNING; THENCE N 88DEG 22MIN 27SEC E, 70.82 FEET; THENCE S 51DEG 15MIN 45SEC E, 11.81 FEET; THENCE N 88DEG 16MIN 48SEC E, 10.00 FEET; THENCE S 01DEG 37MIN 33SEC E, 32.70 FEET TO THE NORTHERLY BOUNDARY OF THE SOUTHERLY 5 FEET OF THE WESTERLY 95 FEET OF LOT 2 OF SAID BLOCK 7; THENCE ALONG SAID NORTHERLY BOUNDARY, S 88DEG 21MIN 25SEC W, 20.00 FEET; THENCE N 01DEG 37MIN 33SEC W, 20.34 FEET; THENCE S 88DEG 22MIN 27SEC W, 69.82 FEET TO THE WESTERLY BOUNDARY OF SAID BLOCK 7; THENCE ALONG SAID WESTERLY BOUNDARY, N 01DEG 37MIN 33SEC W, 20.00 FEET TO THE POINT OF BEGINNING.

Village of Williams Bay
Office of Zoning Administrator
Evaluation Report for Plan Commission Meeting
September 12th, 2023

Applicant: Dancing Dudes, LLC (Owner)

Tax Key: WOP 00088

Street Address 1 E. Geneva St., Village of Williams Bay

Response to Staff Comments:

(f) Projected number of daily employees: The Green Grocer expects to employ approximately 7 – 11 employees per day. The Green Grocer expects to see 100 – 120 customers off season from October to May and in season 150 – 200 per day. Clear Waters Salon Med Spa expects to employ 9 – 21 service providers and support staff per day depending upon the day of the week. Clear Waters Salon Med Spa expects to see 20 - 60 guests per day in the off season and 30 – 85 guests per day in season.

(h) Operational considerations relating to hours of operation, projected normal and peak water usage and sanitary sewer. Based upon 2022/2023 water and sewer bills; we expect the average usage to be 47,000 gallons per quarter and 55,000 gallons during peak season. Regarding traffic, there will be no traffic generation from the site because there are no residential units included in the development.

(i) Operational considerations relating to potential nuisance creation pertaining to noncompliance with the performance standards addressed in Article 8 including street access (see building plans) traffic visibility, parking (see registered document) loading (see building plans) exterior storage (none) exterior lighting (see building plans). The additional concerns of vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire, and explosion, toxic or noxious materials, waste and hazardous materials. No such nuisances will be created, and the proposed development shall comply with all requirements of section 390-0812 through 390-0820.

(j) Proposed exterior building and fencing materials. Building materials will be presented at the meeting with sample siding and cedar shake boards. Fencing will be black wrought iron enclosing the exterior garden in front of the coffee shop door.

Bonnie Schaeffer

From: Dawn Mancuso <dmmancuso@icloud.com>
Sent: Tuesday, September 5, 2023 12:27 PM
To: Bonnie Schaeffer
Subject: Re: Village of Williams Bay

Bonnie,
Clear Waters Salon Med Spa
Sunday 9-3 pm
Monday 9-5 pm
Tuesday - Thursday 8-8 pm
Friday 8-7 pm
Saturday 9-5 pm

The Green Grocer
Sunday 7-5 pm
Monday - Thursday 7-7 pm
Friday 7-8 pm
Saturday 7-7 pm

Kind Regards,
Dawn Marie
Clear Waters Salon Med Spa
& Green Grocer

Recommendation of Conditional Approval

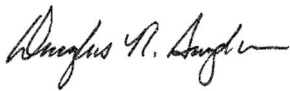
Green Grocer/Clearwater Spa – 1 East Geneva Center

August 23, 2023

We reviewed the attached site plan, dated May 30, 2023, with revisions dated August 22, 2023, by Farris, Hansen, and Associates. We recommend the Village approve the plan with the following conditions:

- Remove the handicap stall shown in the first-floor plan on Sheet 5 of 6.
- Verify that the handicap stall on Walworth Avenue maintains 2% max slope in all directions.
- Obtain a zoning permit for the improvements shown on 69 N. Walworth Avenue prior to issuance of building permit. There are future improvements shown on this property that are meaningless without the ability to require the improvements.
- The retaining wall on the east property line must be completely rebuilt; the replacement wall shall have a maximum height of 30 inches above the grade level of the property to the east; the existing stone may be reused. Drainage through the retaining wall to the east property, even during heavy rains, is not acceptable.
- Provide a landscaping plan for approval prior to building permit. There are plantings shown on the site plan without any reference to the plantings used.
- Provide a similar site plan for review prior to building permit. Include stormwater calculations, water meter sizing calculations, retaining wall details, retaining wall calculations, erosion control measures, and engineering seal.

Status of Engineer's Approval: Recommend Approval with Conditions



Douglas R. Snyder, P.E.

C: w/Encl via Email:

Bonnie Schaeffer, Zoning Administrator



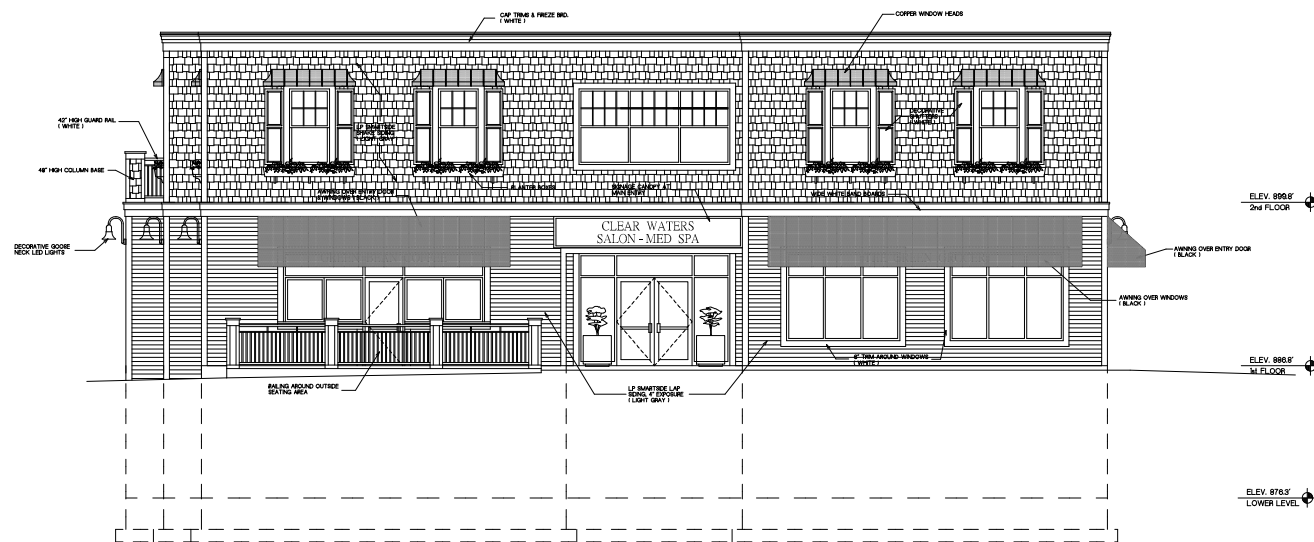
PROPOSED BUILDING
1 EAST GENEVA CENTER
EAST GENEVA STREET & WALWORTH AVENUE
WILLIAMS BAY, WALWORTH CO. WISCONSIN

WEST ELEVATION
NORTH ELEVATION

FAIRBANKS, HANSEN & ASSOCIATES, INC.
Engineering & Architecture
1000 North Main Street, Suite 200
Eau Claire, WI 54601
Office: (608) 733-5088
Fax: (608) 733-5888

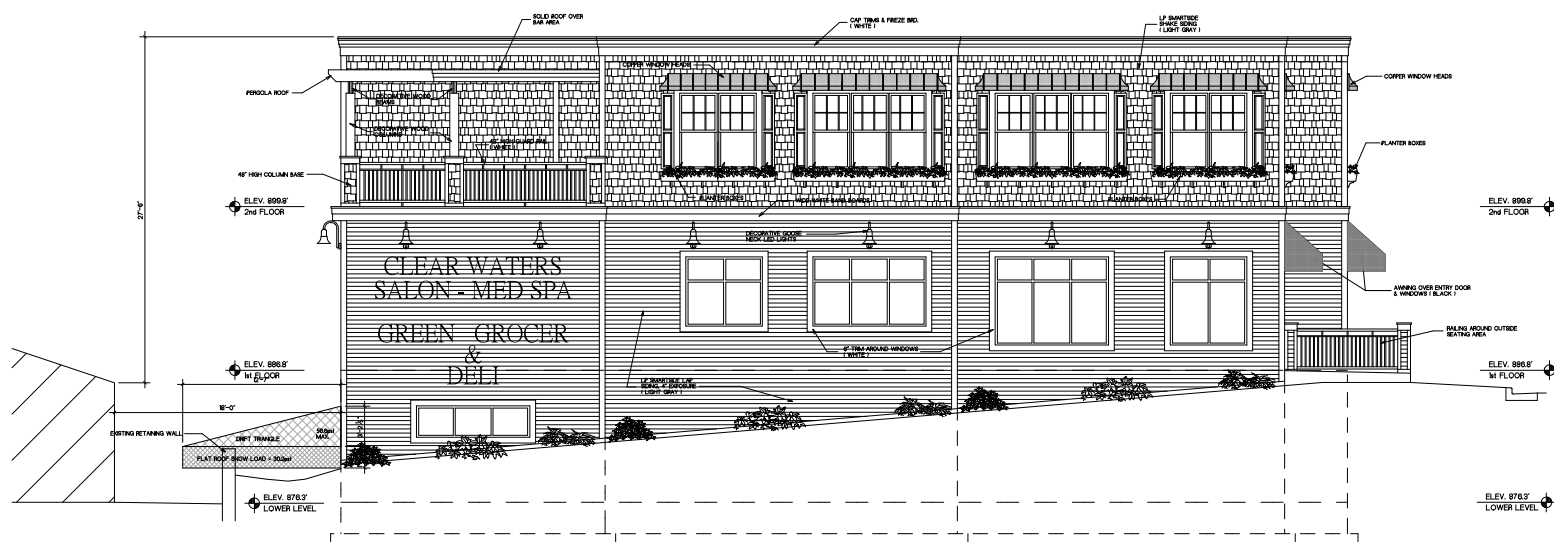
REVISIONS
BY ALL L&E REVISIONS
BY 06-07-2023

PROJECT NO.
3052KEG.23
DATE
05/30/2023
SHEET NO.
2 of 6



WEST ELEVATION

SCALE 1/4\"/>



NORTH ELEVATION

SCALE 1/4\"/>

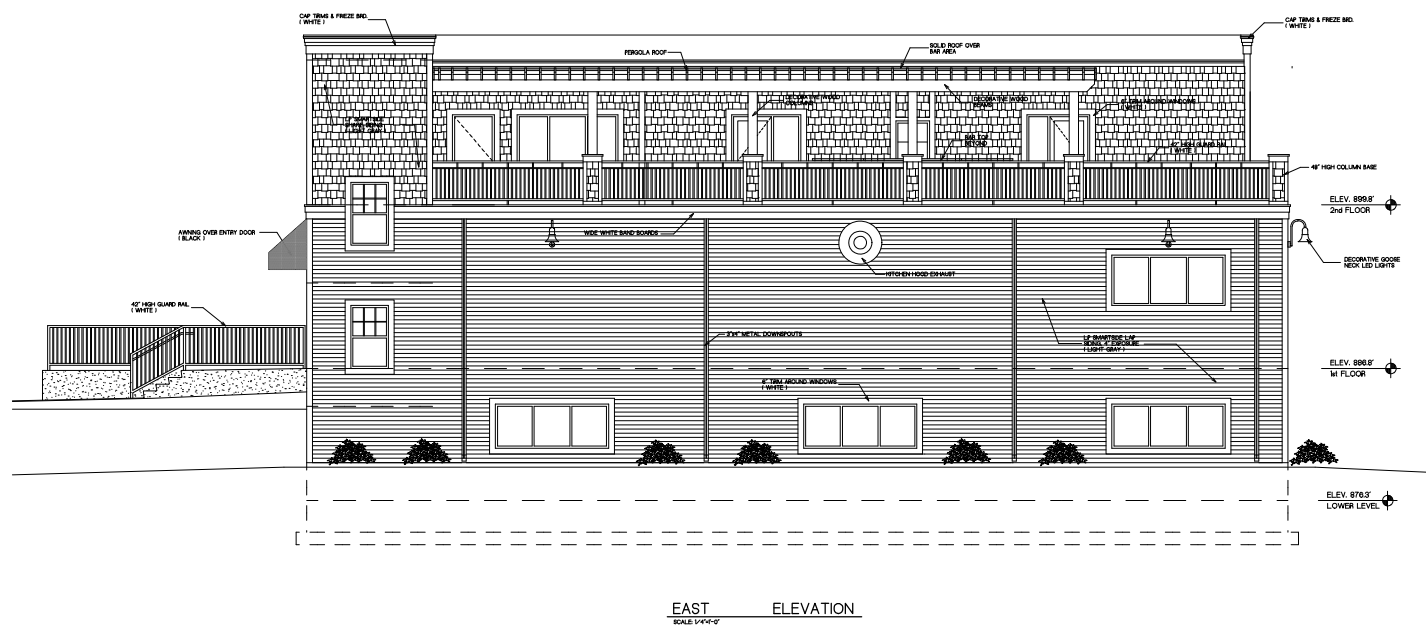


EAST ELEVATION

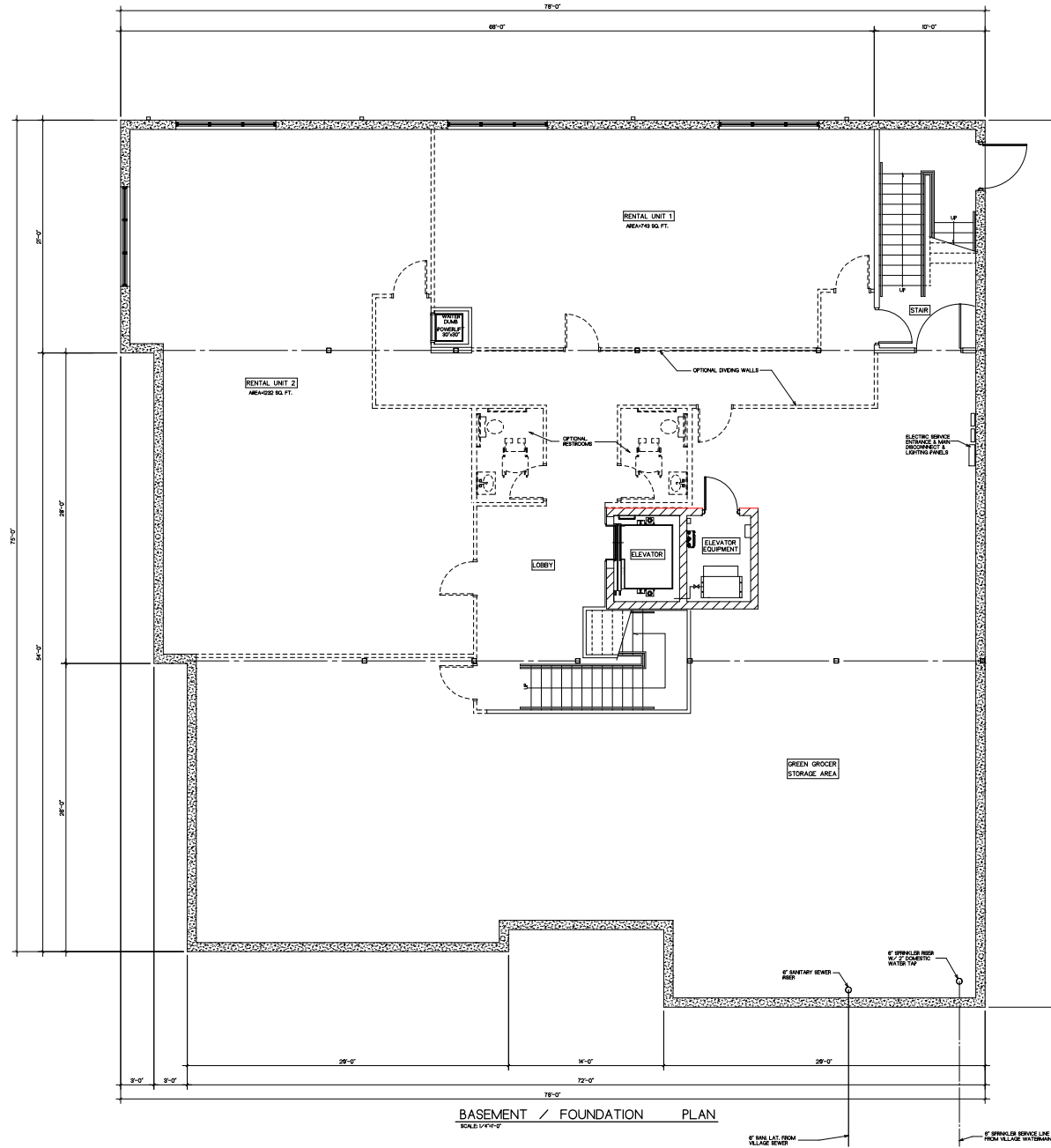
FARRIS, HANSEN & ASSOCIATES, INC.
Engineering, Architecture, Surveying
7 Ridgeway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2066
Fax: (262) 723-5896

REVISIONS
REV #1 - MSC REVISION
88 08/01/2023

PROJECT NO.	3052KEG.23
DATE	05/30/2023
SHEET NO.	3 of 6



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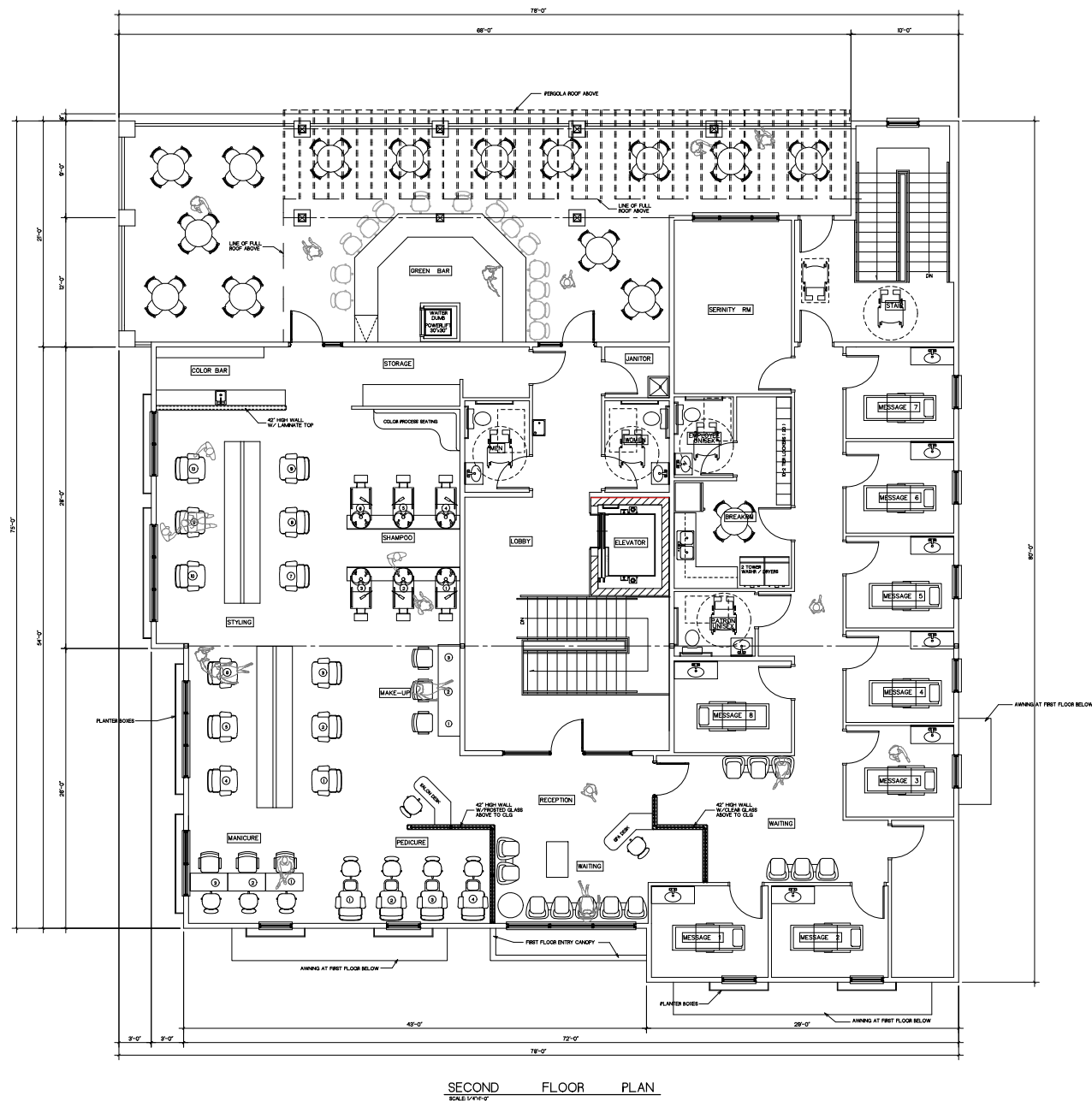
PROPOSED BUILDING
1 EAST GENEVA CENTER
EAST GENEVA STREET & WALWORTH AVENUE
WILLIAMS BAY, WALWORTH CO. WISCONSIN

BASEMENT / FOUNDATION PLAN

FAIRBANKS, HANSEN & ASSOCIATES, INC.
Engineering & Architecture
1000 North Lincoln Avenue, Suite 200
Eau Claire, Wisconsin 54601
Office: (608) 733-5000
Fax: (608) 733-5888

REVISIONS
BY: JH, MJC, EJS
DATE: 05-07-2023

PROJECT NO.
3052KEG-23
DATE
05/30/2023
SHEET NO.
4 of 6





VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting September 12, 2023

September 5, 2023

APPLICANT: Dancing Dudes, LLC (Owner)

TAX KEY: WOP 00088

STREET ADDRESS: 1 E. Geneva St, Village of Williams Bay

Applicant is requesting a conditional use per 390.0805(S)(1) *Parking within the Village Center*: Private, off-street parking may be allowed within the VC District only with a conditional use permit.

The Applicant requests to include on-site parking for 12 – 14 vehicles as part of a new commercial development. Recommended for approval at the July 11, 2023 Plan Commission meeting.

Applicant is requesting a conditional use per Figure 390.1218 *Density, Intensity, and Bulk Regulations within the Village Center Zoning District*: Maximum front and street side yard setback 5 feet, more with a conditional use permit. The Applicant requests to have a 10' street yard setback on the Walworth Avenue side (front) of a new commercial building. Recommended for approval at the July 11, 2023 Plan Commission meeting.

Applicant is requesting approval of a site plan for commercial development in the Village Center District per Section 390-1206 *Site Plan* and Section 390-0705 *VCO Village Center Design Overlay District*.

Staff Comments:

- The application is complete and includes all information outlined in Section 390-1206.D. Existing zoning district(s) [and proposed zoning district(s) if different];
(b) Future Land Use Map designation(s);
(c) Natural Resources Site Evaluation Worksheet (§ 390-0404); **Not needed**
(d) Inventory of land uses currently present on the subject property; **None**
(e) Proposed land uses for the subject property (per Article 3);
(f) Projected number of residents, employees, and daily customers; **See Supplemental Info Sheet**
(g) Proposed number of dwelling units, floor area, impervious surface area, and landscape surface area, and resulting site density, and landscape surface ratio; **Included**
(h) Operational considerations relating to hours of operation, projected normal and peak water usage, sanitary sewer or septic loadings, and traffic generation; **See Supplemental Info Sheet**
(i) Operational considerations relating to potential nuisance creation pertaining to noncompliance with the performance standards addressed in Article 8 including street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution,

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | USA | williamsbay.org

Email: inspector@williamsbay.org | Phone: 262-245-2704 | Fax: 262-245-2705

odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials. If no such nuisances will be created (as indicated by complete and continuous compliance with the provisions of Sections 390-0812 through 390-0820), then the statement "The proposed development shall comply with all requirements of section." shall be submitted; **See Supplemental Info Sheet**

(j) Proposed exterior building and fencing materials (§§ 390-0802 and 390-0809); **See Plan Set**

(k) Possible future expansions and related implications for Subsection D(1)(a) through (j) above;

- **The Village Engineer memo dated August 23, 2023, recommends conditional approval regarding stormwater management and other site plan elements.**
 - Per Section 390-1206.E(7): Review and recommendation by the Plan Commission.
- (a) The Plan Commission, in its consideration of the submitted application, shall take into account the basic intent of this chapter to ensure attractive, efficient, and appropriate development of land in the Village, and to ensure that every reasonable step has been taken to avoid depreciating effects on surrounding property and the natural environment. In its review, the Plan Commission may require such additional measures and/or modifications as it deems necessary to accomplish this objective. If such additional measures and/or modifications are required, the Plan Commission may withhold approval of the site plan until revisions depicting such additional measures and/or modifications are submitted to the satisfaction of the Plan Commission or may approve the application subject to the satisfaction of the Zoning Administrator. Such amended plans and conditions applicable to the proposed use shall be made part of the official record, and development activity on the subject property may not proceed until the revised application has been approved by one of the two above procedures as directed by the Plan Commission.
- (b) In its review of the application, the Plan Commission may make findings on each of the following criteria to determine whether the site plan shall be approved, approved with modification, or denied:
1. All standards of this chapter and other applicable Village, state, and federal regulations are met.
 2. The public health and safety are not endangered.
 3. Adequate public facilities, utilities, and open space areas are provided.
 4. Adequate control of stormwater and erosion is provided and the disruption of existing topography, drainage patterns, and vegetative cover is minimized insofar as is practical.
 5. Appropriate traffic control and parking are provided.
 6. Applicable performance standards, per Article 8, are met.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-60-23**

**A RESOLUTION AWARDING BID FOR CONSTRUCTION OF TENNIS & BASKETBALL COURTS
(THEATRE ROAD PARK)**

WHEREAS, on June 19, 2023, the Village Board approved a resolution authorizing Work Order 0230496.00 from Village Engineer Baxter & Woodman for Design and Construction Engineering Services for Theatre Road Park – Tennis & Basketball Courts (“Work Order”); and

WHEREAS, Work Order scope includes Project Management; Site Visits, Preliminary and Final Design, Bidding Documents, Quality Control Reviews, Engineer’s Opinion of Probable Cost and Assist Bidding; and

WHEREAS, on September 5, 2023, the Village of Williams Bay Finance & Personnel Committee determined that it is in the best interests of the Village to recommend approval of the low-bid from DK Contractors, Inc, Pleasant Prairie, WI with electric (without lights) in the amount of \$361,904 funded by a combination of 2022 Bonds for E. Geneva Street Project and Tennis & Basketball Courts and Theatre Road Concession/Restroom; and

WHEREAS, on September 18, 2023, the Village of Williams Village Board, as recommended by the Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to award the bid.

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

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

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

Approved by the Village Board of the Village of Williams Bay this 18th day of September 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

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.

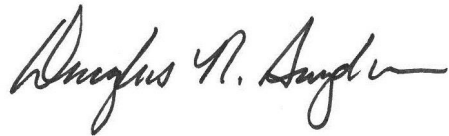
The Village previously bid a version of this project and got results between \$291,500 and \$470,000 for a design that included 6 lights and no drainage system under the pavement. We understand the budget for the project is \$250,000.

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. Cont.	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-52761	Bid Center bid.center@musco.com	8007561205 800374-8402		Supplier	07/26/2023	eBidDoc			
Minnesota Builders 5500 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 Pinter 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			

Updated Following F and P Meeting of 9/5/2023

Project	Estimate/Borrowed	New Estimate	Deficit	Adjustment	Notes
Basketball/Tennis Courts w/Elec, no lites	\$250,000	\$361,904	(\$111,904)	\$100,000	Xfer from Theatre Rd Concession project
				\$11,904	Xfer from E Geneva St Project
Engineering		\$12,150	(\$12,150)	\$12,150	Xfer from E Geneva St Project
Southwick Creek Dredging	\$0	\$176,000	(\$176,000)	\$176,000	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
Highway 67 West Engineering	\$0	\$195,000	(\$195,000)	\$195,000	Xfer from Chlorination Improvement Project
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)	
				\$126,253	Balance
East Geneva Street Rehab	\$1,035,000			(\$176,000)	Southwick Creek Dredging
				(\$11,904)	Tennis Court Construction
				(\$12,150)	Tennis Court Engineering
				\$834,946	Balance
Theatre Road Concession/Rest Room	\$100,000			\$100,000	Basketball/Tennis Courts
				\$0	Balance
Chlorination Improvement Project	\$2,800,000			\$195,000	Highway 67 West Engineering
				\$2,605,000	Balance

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-63-23**

A RESOLUTION AWARDING BID FOR VILLAGE WATER PLANT LIME REACTOR CLEANING

WHEREAS, on February 23, 2023 the Williams Bay Village approved Work Order 222478.00 from Village Engineer Baxter & Woodman for Design and Construction Engineering Services (Work Order); and

WHEREAS, on September 5, 2023, the Village of Williams Bay Finance & Personnel Committee determined that it is in the best interests of the Village to recommend approval of the low-bid from TMI Coatings, Inc, St. Paul, MN in the amount of \$343,000 funded by 2022 Bonds for Southwick Creek Realignment; and

WHEREAS, on September 18, 2023, the Village of Williams Village Board, as recommended by the Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to award the bid.

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

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

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

Approved by the Village Board of the Village of Williams Bay this 15th day of September 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

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.

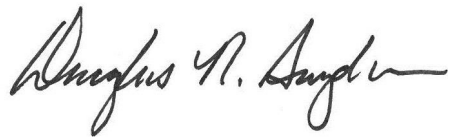
<u>BIDDER</u>	<u>BASE BID AMOUNT</u>
TMI Coatings, Inc. Paul, MN	\$343,000.00

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)

P:\WLMSV\222478-Lime Reactor Cleanin\Bidding\Rec Award.docx

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. Cat	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 3856 Granberry Ct. Farmington Hills, MI-48336	Vasek Malaj vanolpainting@aol.com	2484971494	SBE	Prime Bidder	07/28/2023	eBidDoc	
							BID AMOUNT
							\$ 343,000.00

Updated Following F and P Meeting of 9/5/2023

Project	Estimate/Borrowed	New Estimate	Deficit	Adjustment	Notes
Basketball/Tennis Courts w/Elec, no lites	\$250,000	\$361,904	(\$111,904)	\$100,000	Xfer from Theatre Rd Concession project
				\$11,904	Xfer from E Geneva St Project
Engineering		\$12,150	(\$12,150)	\$12,150	Xfer from E Geneva St Project
Southwick Creek Dredging	\$0	\$176,000	(\$176,000)	\$176,000	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
Highway 67 West Engineering	\$0	\$195,000	(\$195,000)	\$195,000	Xfer from Chlorination Improvement Project
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)	
				\$126,253	Balance
East Geneva Street Rehab	\$1,035,000			(\$176,000)	Southwick Creek Dredging
				(\$11,904)	Tennis Court Construction
				(\$12,150)	Tennis Court Engineering
				\$834,946	Balance
Theatre Road Concession/Rest Room	\$100,000			\$100,000	Basketball/Tennis Courts
				\$0	Balance
Chlorination Improvement Project	\$2,800,000			\$195,000	Highway 67 West Engineering
				\$2,605,000	Balance

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-62-23**

A RESOLUTION AWARDING BID FOR VILLAGE WATER WELL #2 PUMP REPLACEMENT

WHEREAS, on June 19, 2023, the Village Board approved a resolution authorizing Work Order 221236.00 for Design and Construction Engineering Services for Well #2 Pump Replacement (“Work Order”); and

WHEREAS, The approved Work Order scope includes: (1.) Act as the Owner’s Representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents; (2.) Construction Administration; (3.) Field Observation - part time; (4.) Substantial Completion of Project and (5.) Completion of Project; and

WHEREAS, on September 5, 2023 the Finance & Personnel Committee determined that it is in the best interests of the Village to recommend approval of the low-bid from Water Well Solutions, Inc., Oconomowoc, WI for the amount of \$153,169 funded by 2022 Bonds originally identified for Southwick Creek Realignment; and

WHEREAS, on September 18, 2023, the Village of Williams Village Board, as recommended by the Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to award the bid.

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

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

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

Approved by the Village Board of the Village of Williams Bay this 18th day of September 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

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

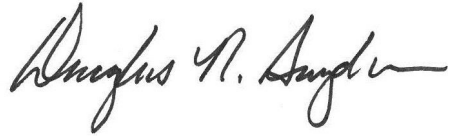
The bid amount includes a \$5,000 cash allowance for direct charges from Alliant Energy for the service replacement and Energencs for revisions to the Village control system at the water plant. The original project estimate was \$250,000.

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	07/21/2023	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 East 4th 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. 512 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 Overlook 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 Funnell 3380 Old Military RD, De Pere, WI 54115	Troy Simonar troy.simonar@ctwcorporation.com	920-366-9850	SBE	Prime Bidder	08/02/2023	eBidDoc	
Emergenetics, Inc 200 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

Updated Following F and P Meeting of 9/5/2023

Project	Estimate/Borrowed	New Estimate	Deficit	Adjustment	Notes
Basketball/Tennis Courts w/Elec, no lites	\$250,000	\$361,904	(\$111,904)	\$100,000	Xfer from Theatre Rd Concession project
				\$11,904	Xfer from E Geneva St Project
Engineering		\$12,150	(\$12,150)	\$12,150	Xfer from E Geneva St Project
Southwick Creek Dredging	\$0	\$176,000	(\$176,000)	\$176,000	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
Highway 67 West Engineering	\$0	\$195,000	(\$195,000)	\$195,000	Xfer from Chlorination Improvement Project
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)	
				\$126,253	Balance
East Geneva Street Rehab	\$1,035,000			(\$176,000)	Southwick Creek Dredging
				(\$11,904)	Tennis Court Construction
				(\$12,150)	Tennis Court Engineering
				\$834,946	Balance
Theatre Road Concession/Rest Room	\$100,000			\$100,000	Basketball/Tennis Courts
				\$0	Balance
Chlorination Improvement Project	\$2,800,000			\$195,000	Highway 67 West Engineering
				\$2,605,000	Balance

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-59-23**

**A RESOLUTION AWARDING BID FOR GENEVA LAKE DREDGING AT SOUTHWICK CREEK
(NO HAULING)**

WHEREAS, the Village of Williams Bay has determined that for the ecological health of Geneva Lake and Southwick Creek, Geneva Lake requires dredging at Southwick Creek; and

WHEREAS, on May 1, 2023, the Williams Bay Village Board approved a resolution approving a proposal from Village Engineer Baxter & Woodman for A Resolution Authorizing Village Engineer To Bid Package Preparation And Contract Administration For Geneva Lake Dredging At Southwick Creek (Proposal); and

WHEREAS, on September 5, 2023, the Village of Williams Bay Finance & Personnel Committee determined that it is in the best interests of the Village to recommend approval of the low-bid from RLP Diversified, Inc., Burlington WI, for the amount of \$160,000 (no hauling) funded by 2022 Bonds originally identified for the E. Geneva Street project; and

WHEREAS, on September 18, 2023, the Village of Williams Village Board, as recommended by the Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to award the bid.

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

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

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

Approved by the Village Board of the Village of Williams Bay this 18th day of September 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

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)

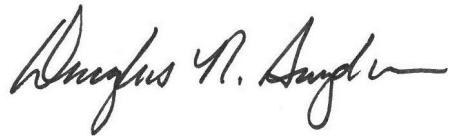
The base bid includes the loading, hauling, and disposal of the dewatered sediment by the Contractor without involvement by Village staff or free use of the Odling Construction pit as a disposal site. We asked Odling Construction for a price to load and haul the dewatered sediment and expect to have 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

TOTAL
BID
\$180,000.00
ACT
DEDUCT
\$20,000.00

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@active.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 Chickama, OH-46209	Eric Mills content@constructconnect.com	800-364-2069 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 Delaware, 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@lakesmanagement.com	847-244-6682 847-244-0261	SBE	Prime Bidder	08/02/2023	eBidDoc	

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)	<u>-\$18,600.00</u>	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	

Updated Following F and P Meeting of 9/5/2023

Project	Estimate/Borrowed	New Estimate	Deficit	Adjustment	Notes
Basketball/Tennis Courts w/Elec, no lites	\$250,000	\$361,904	(\$111,904)	\$100,000	Xfer from Theatre Rd Concession project
				\$11,904	Xfer from E Geneva St Project
Engineering		\$12,150	(\$12,150)	\$12,150	Xfer from E Geneva St Project
Southwick Creek Dredging	\$0	\$176,000	(\$176,000)	\$176,000	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
Highway 67 West Engineering	\$0	\$195,000	(\$195,000)	\$195,000	Xfer from Chlorination Improvement Project
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)	
				\$126,253	Balance
East Geneva Street Rehab	\$1,035,000			(\$176,000)	Southwick Creek Dredging
				(\$11,904)	Tennis Court Construction
				(\$12,150)	Tennis Court Engineering
				\$834,946	Balance
Theatre Road Concession/Rest Room	\$100,000			\$100,000	Basketball/Tennis Courts
				\$0	Balance
Chlorination Improvement Project	\$2,800,000			\$195,000	Highway 67 West Engineering
				\$2,605,000	Balance

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-61-23**

A RESOLUTION AWARDING BID FOR GENEVA LAKE DREDGING AT SOUTHWICK CREEK

(HAULING & DISPOSAL, NO DREDGING)

WHEREAS, the Village of Williams Bay has determined that for the ecological health of Geneva Lake and Southwick Creek, Geneva Lake requires dredging at Southwick Creek; and

WHEREAS, on May 1, 2023, the Williams Bay Village Board approved a resolution approving a proposal from Village Engineer Baxter & Woodman for A Resolution Authorizing Village Engineer to Package Preparation And Contract Administration For Geneva Lake Dredging At Southwick Creek (Proposal); and

WHEREAS, on September 18, 2023, the Village Board of Williams Bay awarded the bid from RLP Diversified, Inc., Burlington WI, for the amount of \$160,000 (no hauling); and

WHEREAS, on September 5, 2023, the Village of Williams Bay Finance & Personnel Committee determined that it is in the best interests of the Village to recommend approval of the proposal from Odling Construction, Inc., Delavan WI, in the amount of \$20,000 (hauling and disposal, no dredging) funded by 2022 Bonds originally identified for the East Geneva Street Project; and

WHEREAS, on September 18, 2023, the Village of Williams Village Board, as recommended by the Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to award the bid.

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

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

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

Approved by the Village Board of the Village of Williams Bay this 18th 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 _____

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-57-23**

**A RESOLUTION AUTHORIZING BAXTER & WOODMAN WORK ORDER
STH 67 RECONSTRUCTION: WEST SECTION – DESIGN UTILITY IMPROVEMENTS**

WHEREAS, Village Engineer Baxter & Woodman provided the attached Work Order 2325940.00 for Highway 67 West Utility Improvement Engineering Design Services (“Work Order”); and

WHEREAS, Work Order scope includes: (1.) Project Management; (2) Meetings with Village Staff; (3); Existing Conditions Review; (4) Final Design Drawings; (5) Estimate of Cost; (6) Quality Control Review; (7) Agency Submittal which in lump sum total will be \$195,000; and

WHEREAS, on September 5, 2023, the Village of Water & Sewer Committee recommended approval of the Work Order and Finance & Personnel Committee recommended funding the the Work Order utilizing the funds initially designated for the Chlorination Improvement Project; and

WHEREAS, on September 18, 2023, the Village of Williams Village Board, as recommended by the Water & Sewer Committee and Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to authorize the Work Order.

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 work order, therefore.

Approved by the Village Board of the Village of Williams Bay this 18th day of September 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

**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:

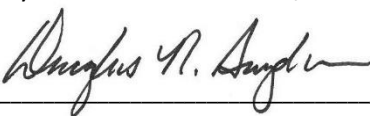
Specific Engineering services are described in the Master Engineering Services Agreement between the Village and Engineers dated October 16, 2017. A detailed scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment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

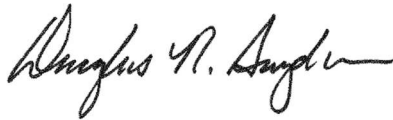
Enclosed in an excerpt from the WDOT 30 percent plans within the Village. The Village should require the WDOT to construct the utility improvements within the roadway as part of the WDOT contract and include the design of these improvements in the 60 percent plan set. The Village will benefit by avoiding 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



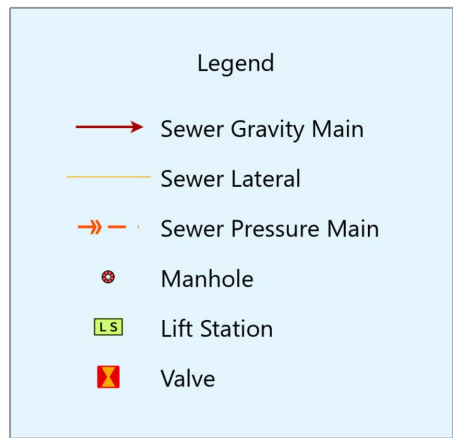
Douglas R. Snyder, P.E.

DRS:drs

Enclosures: as noted

CC: Wayne Edwards, DPW

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REPLACE SANITARY SEWER AND RECONNECT LATERALS.

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:

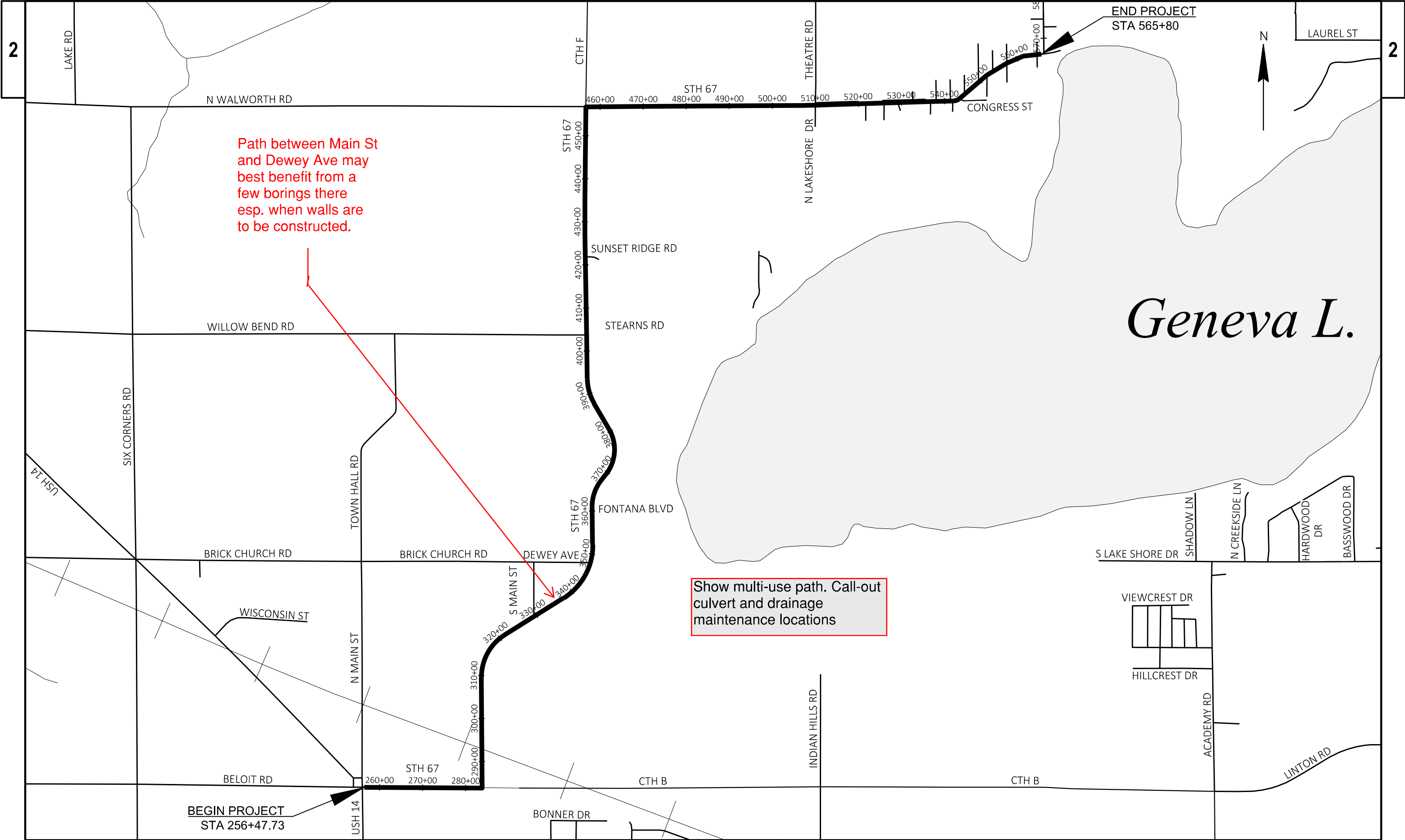
1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for 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:

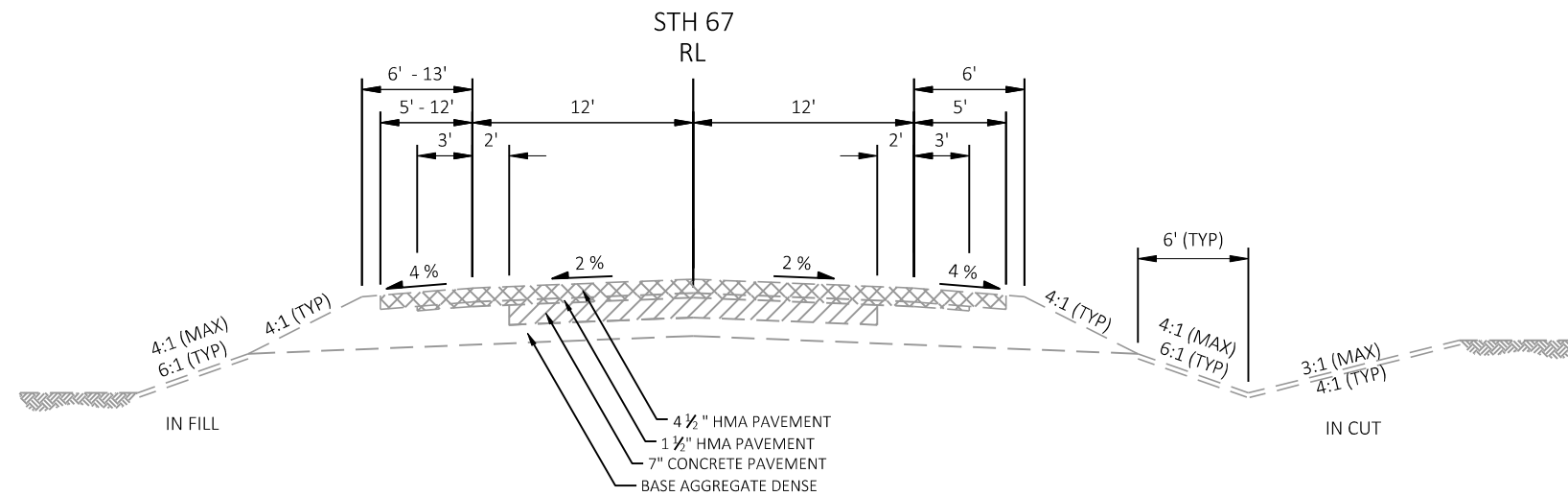
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (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.

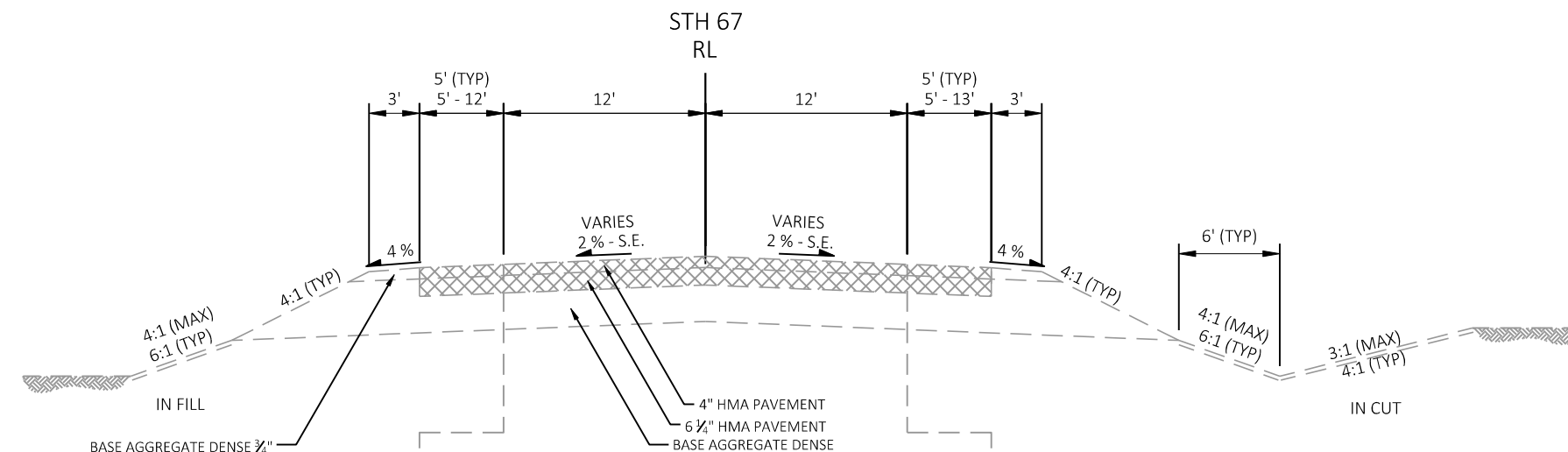
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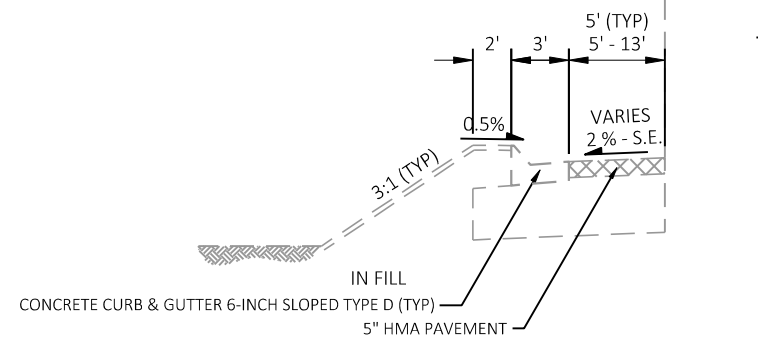
PROJECT NO:	3325-08-70	HWY:	STH 67	COUNTY:	WALWORTH	PROJECT OVERVIEW	SHEET	PRE 2	E
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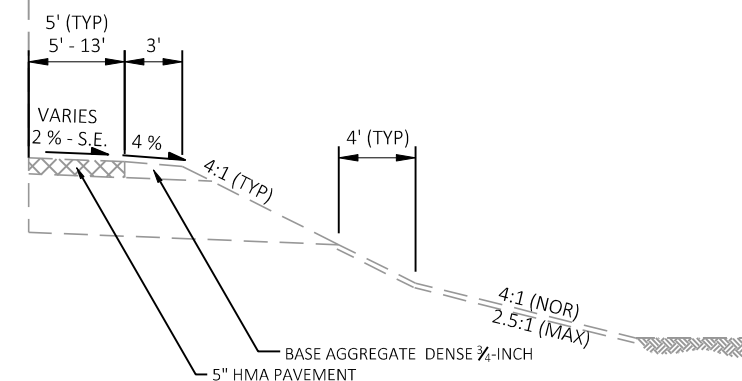
EXISTING TYPICAL SECTION STH 67
STA 283+85 TO STA 309+20



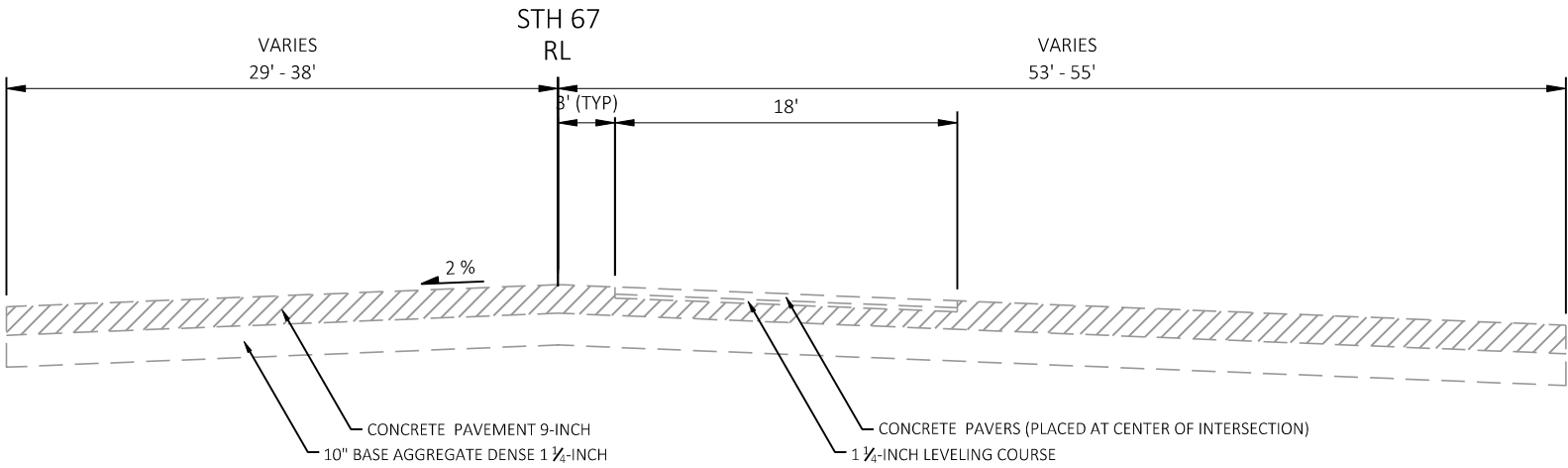
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STA 378+08 TO STA 508+38



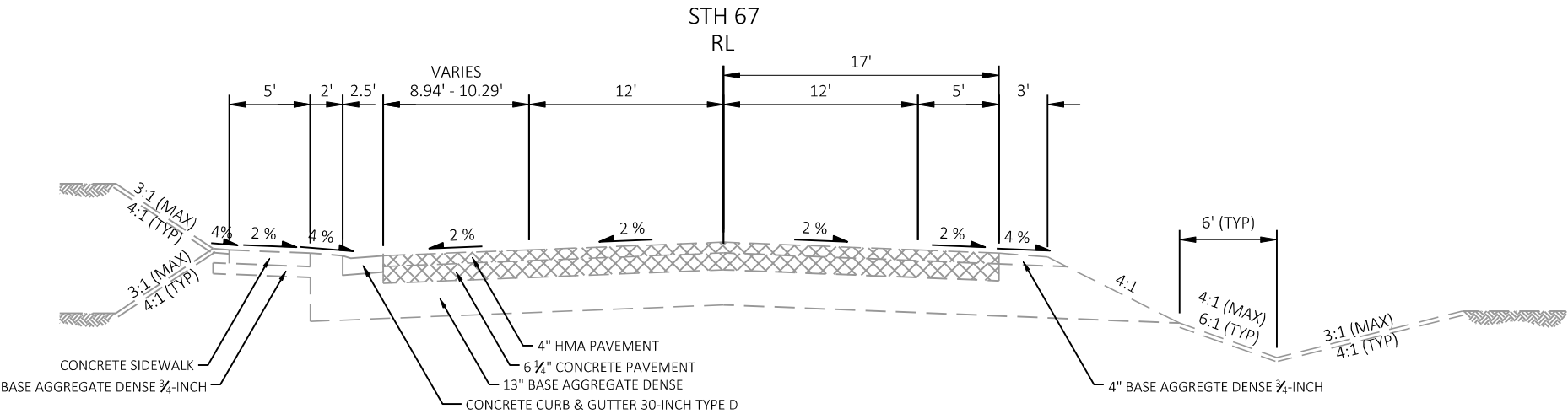
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STA 322+93 TO STA 330+11, LT
STA 388+86 TO STA 390+20, LT
STA 403+14 TO STA 404+43, LT
STA 456+09 TO STA 457+31, LT
STA 309+67 TO STA 316+44, RT
STA 328+22 TO STA 329+71, RT
STA 403+50 TO STA 404+30, RT
STA 421+05 TO STA 422+35, RT
STA 456+01 TO STA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



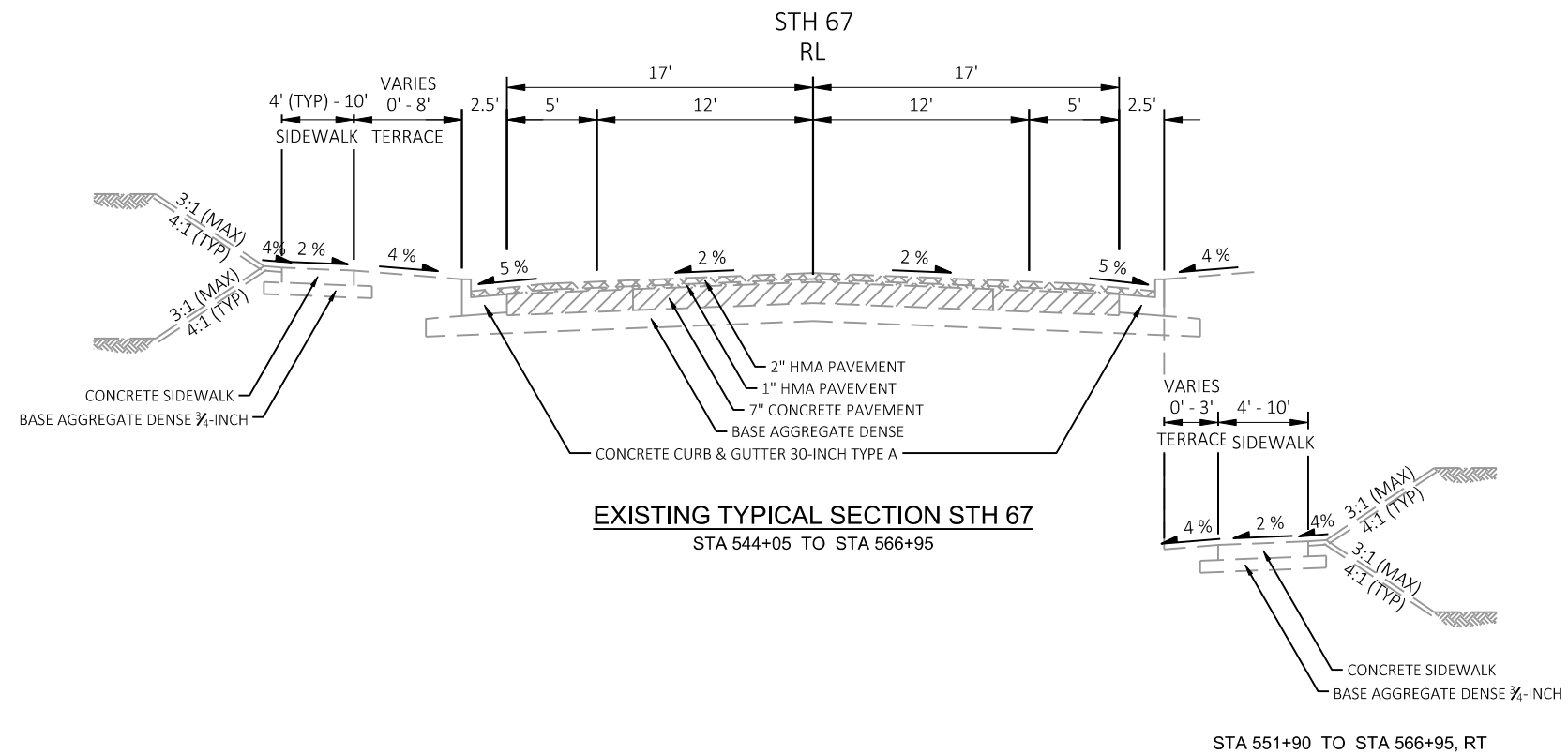
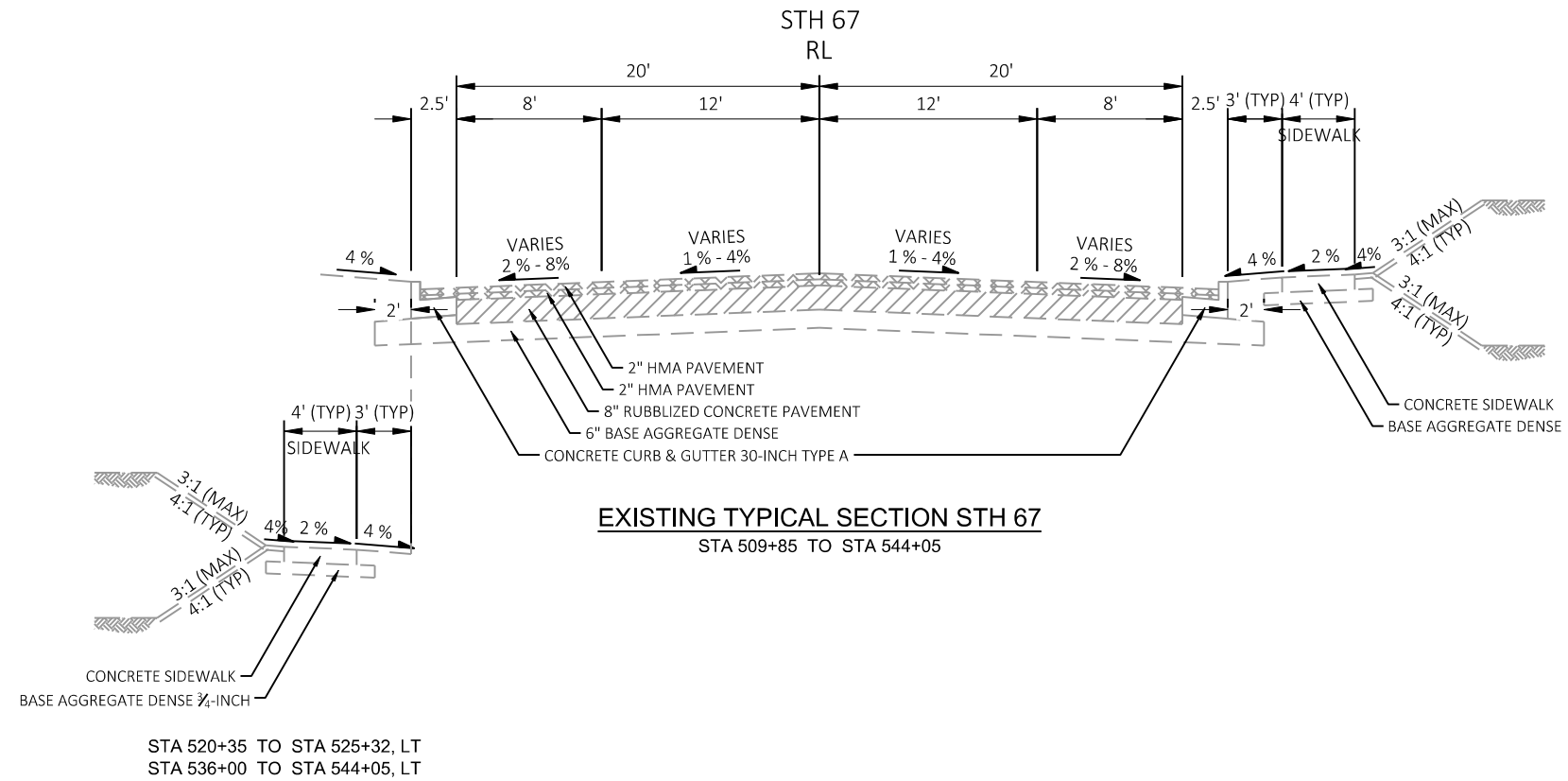
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TRANSITIONS TO CURB AND GUTTER SECTIONS, LT & RT



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

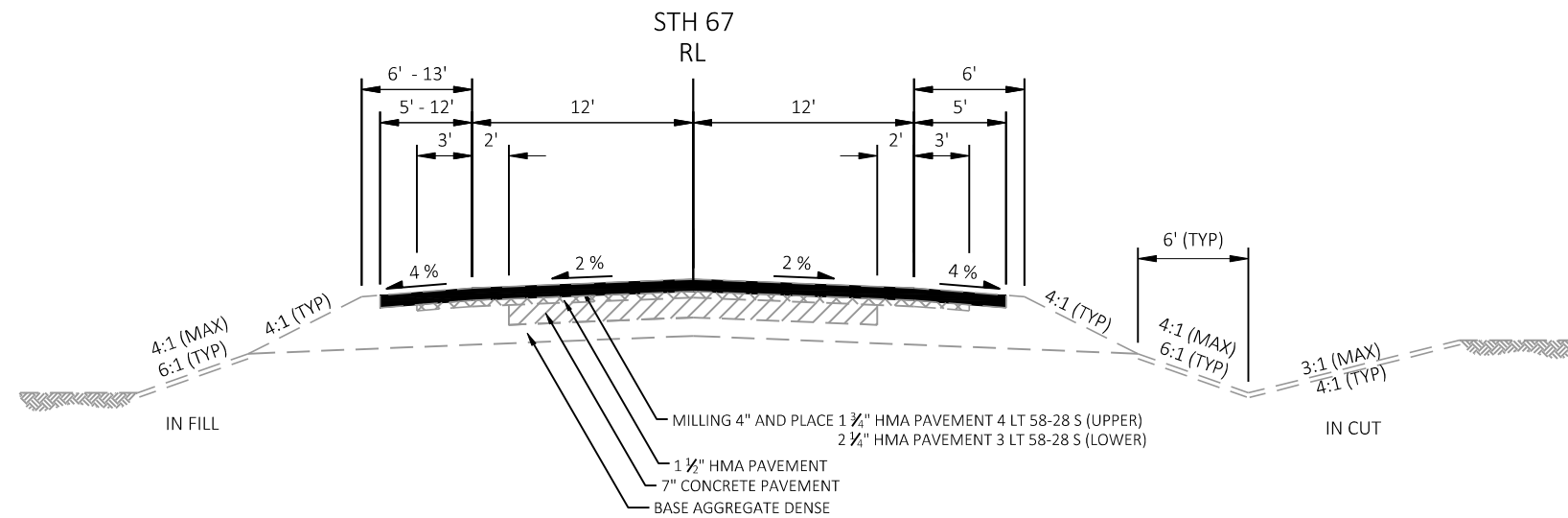
COUNTY: WALWORTH

TYPICAL SECTIONS - STH 67

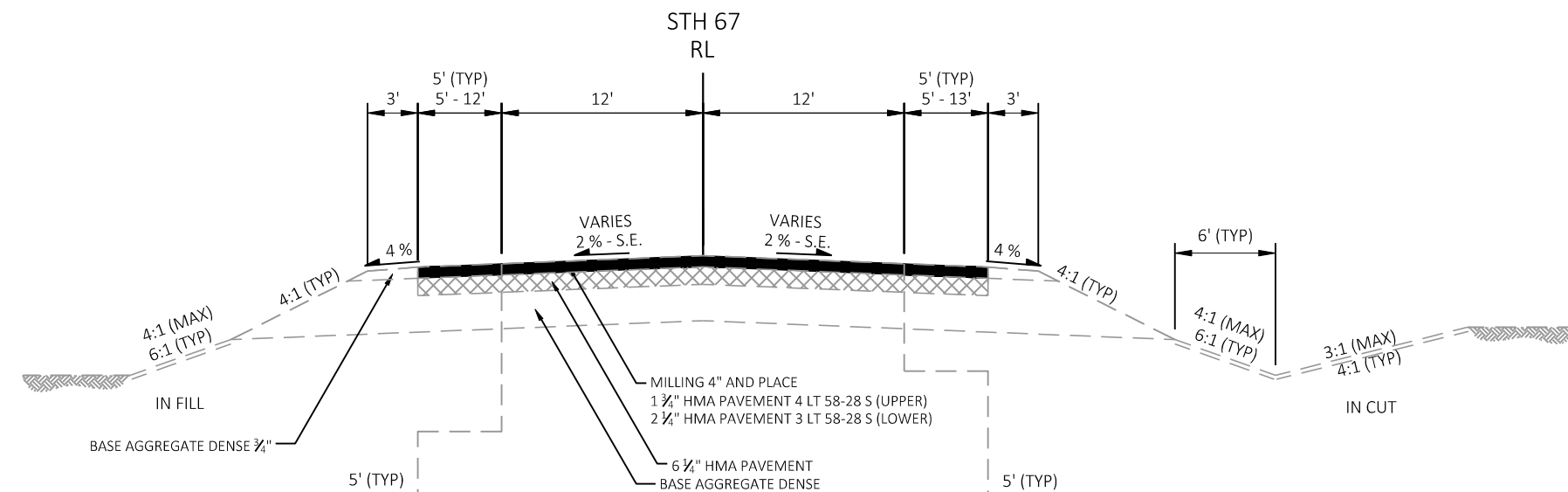
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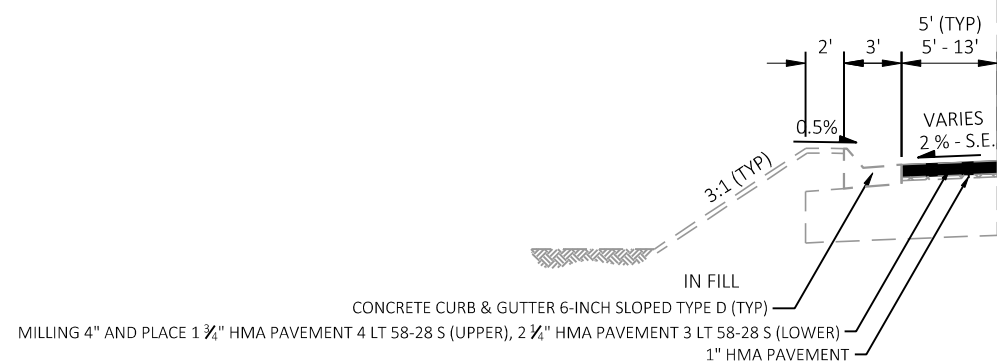
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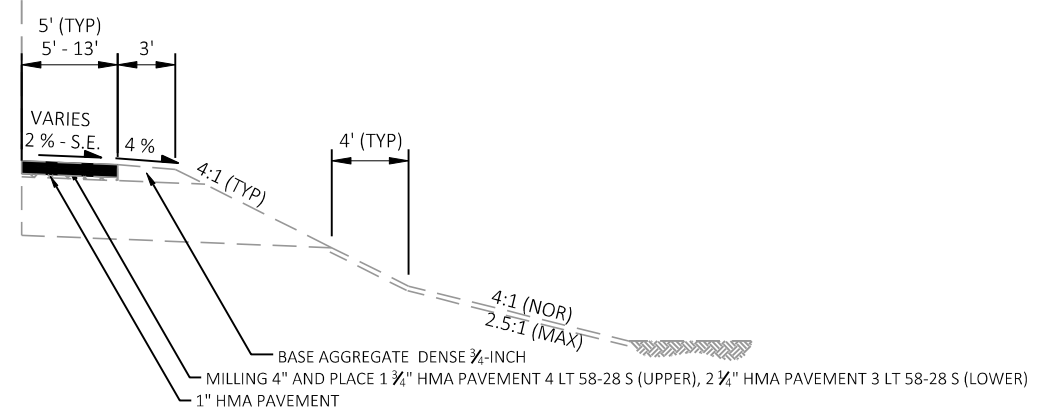
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STA 283+85 TO STA 309+20



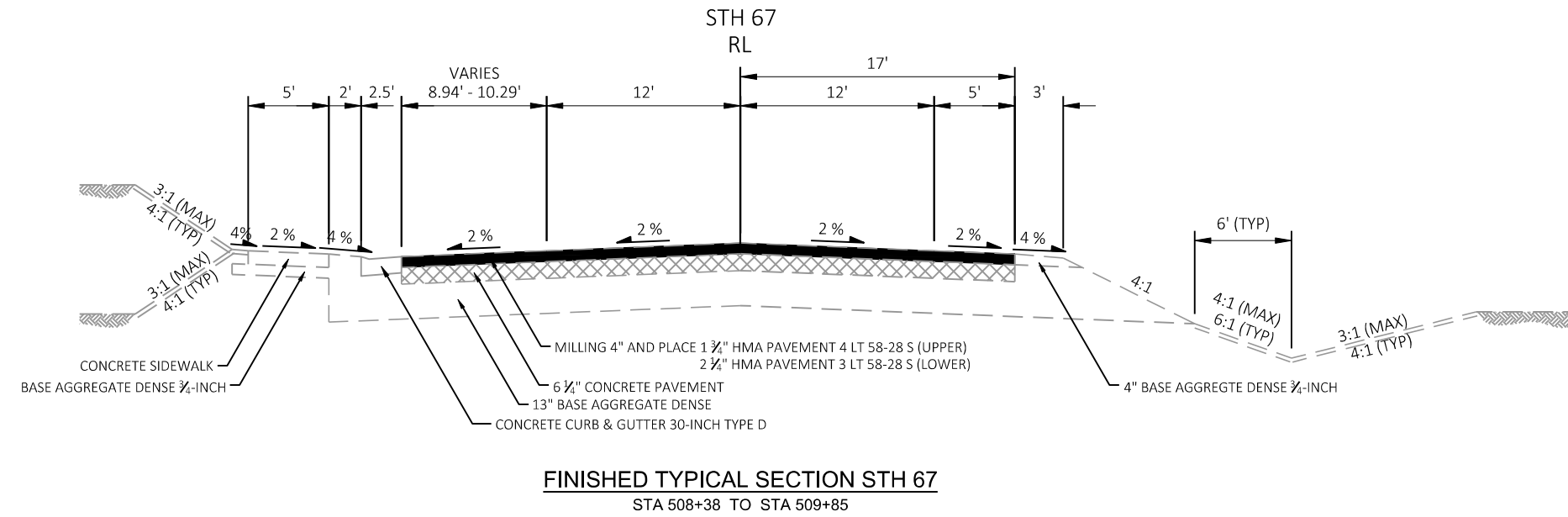
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STA 309+20 TO STA 345+85
STA 378+08 TO STA 508+38

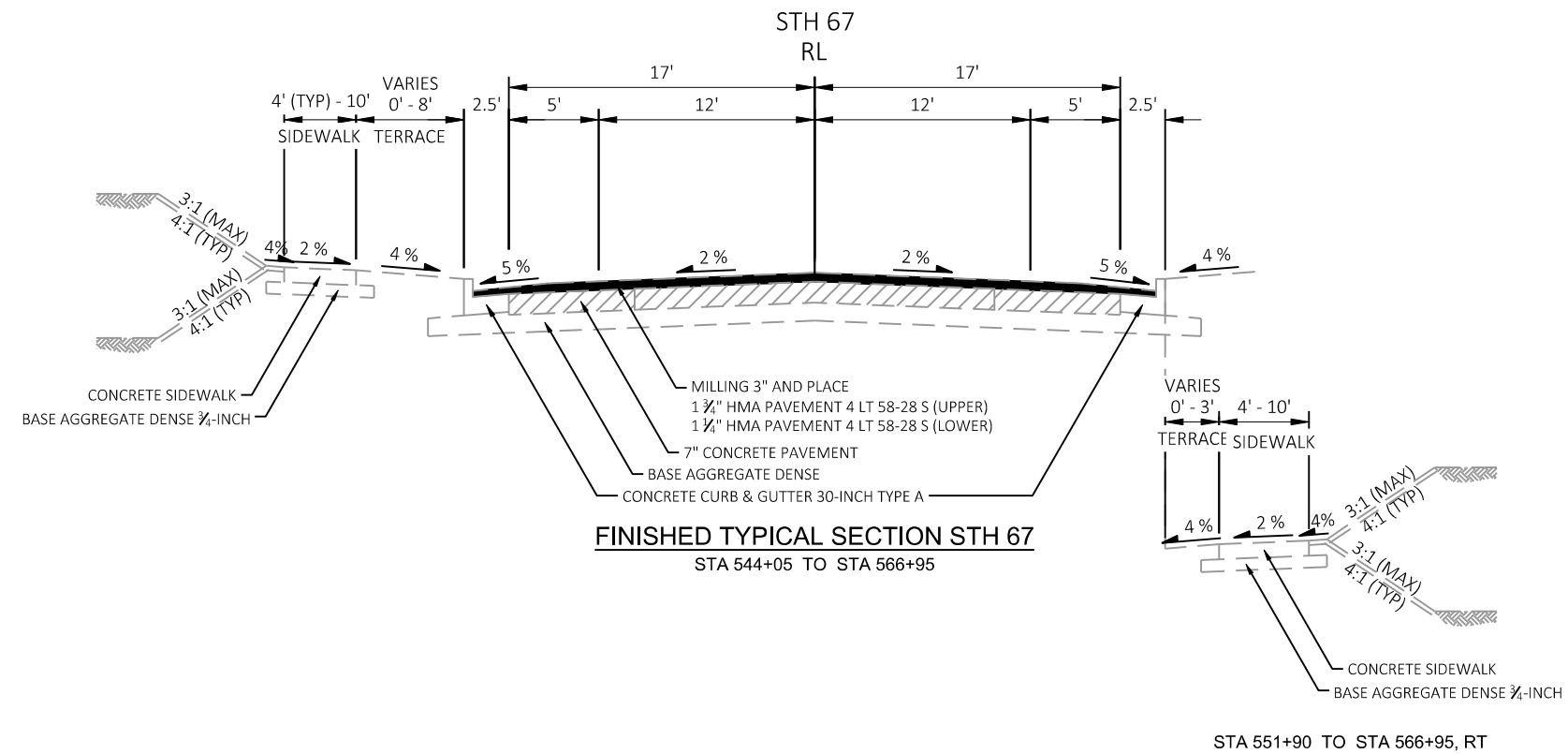
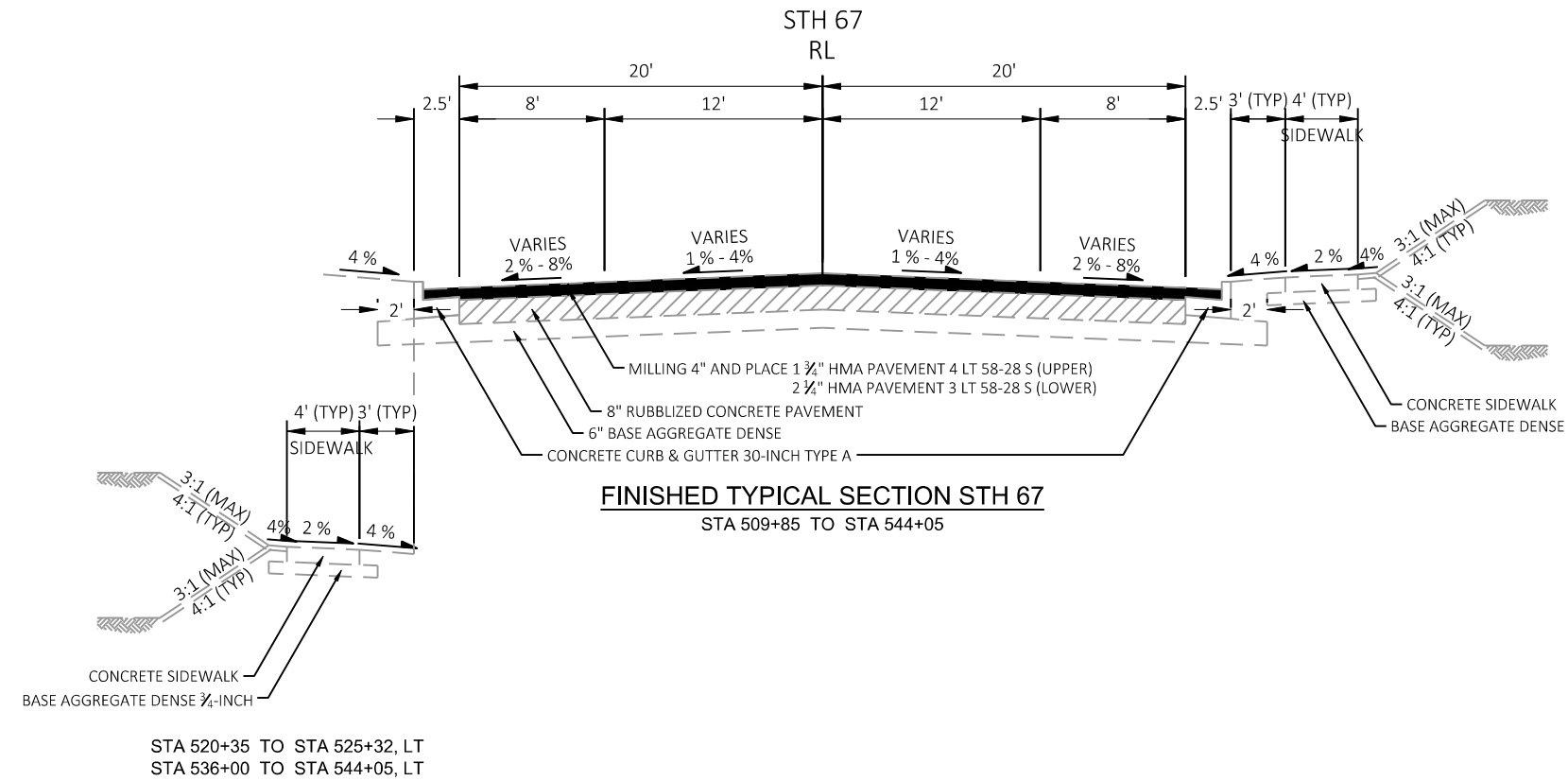


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STA 403+14 TO STA 404+43, LT
STA 456+09 TO STA 457+31, LT
STA 309+67 TO STA 316+44, RT
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STA 403+50 TO STA 404+30, RT
STA 421+05 TO STA 422+35, RT
STA 456+01 TO STA 457+35, RT



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

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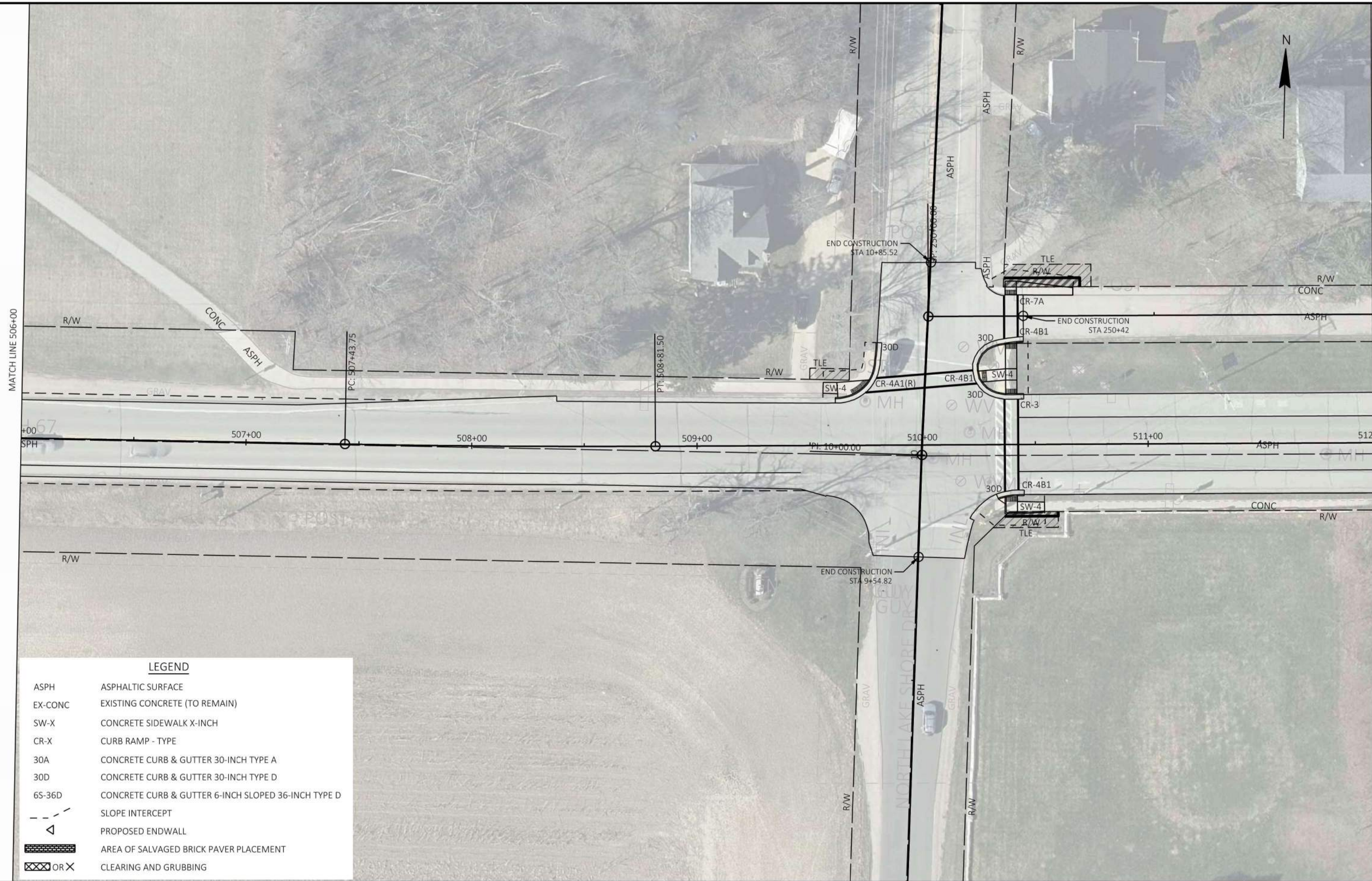
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PLOT NAME :

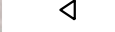
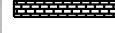
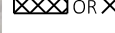
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WISDOT/CADDs SHEET 42





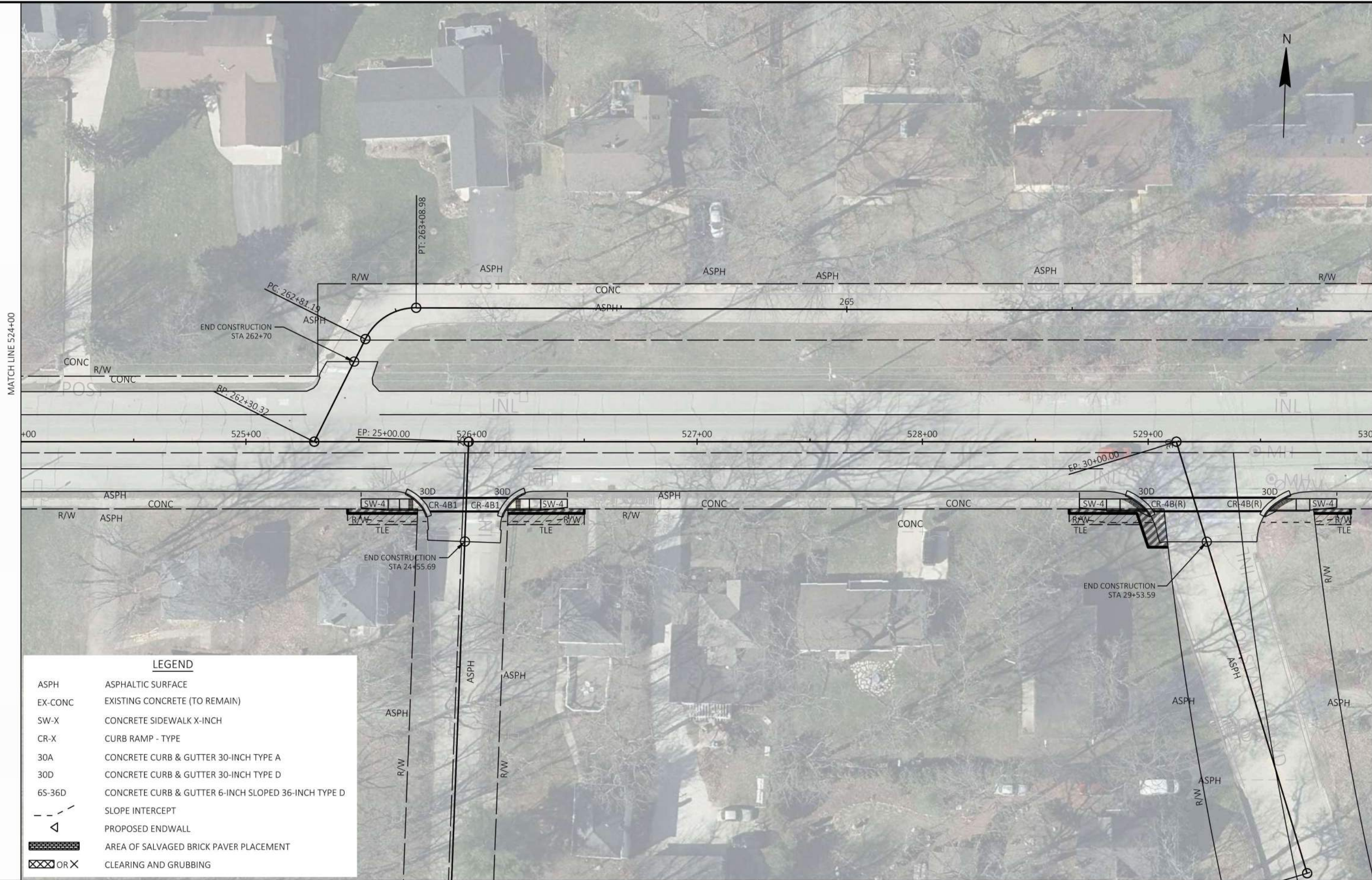
LEGEND

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
	CLEARING AND GRUBBING

2



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

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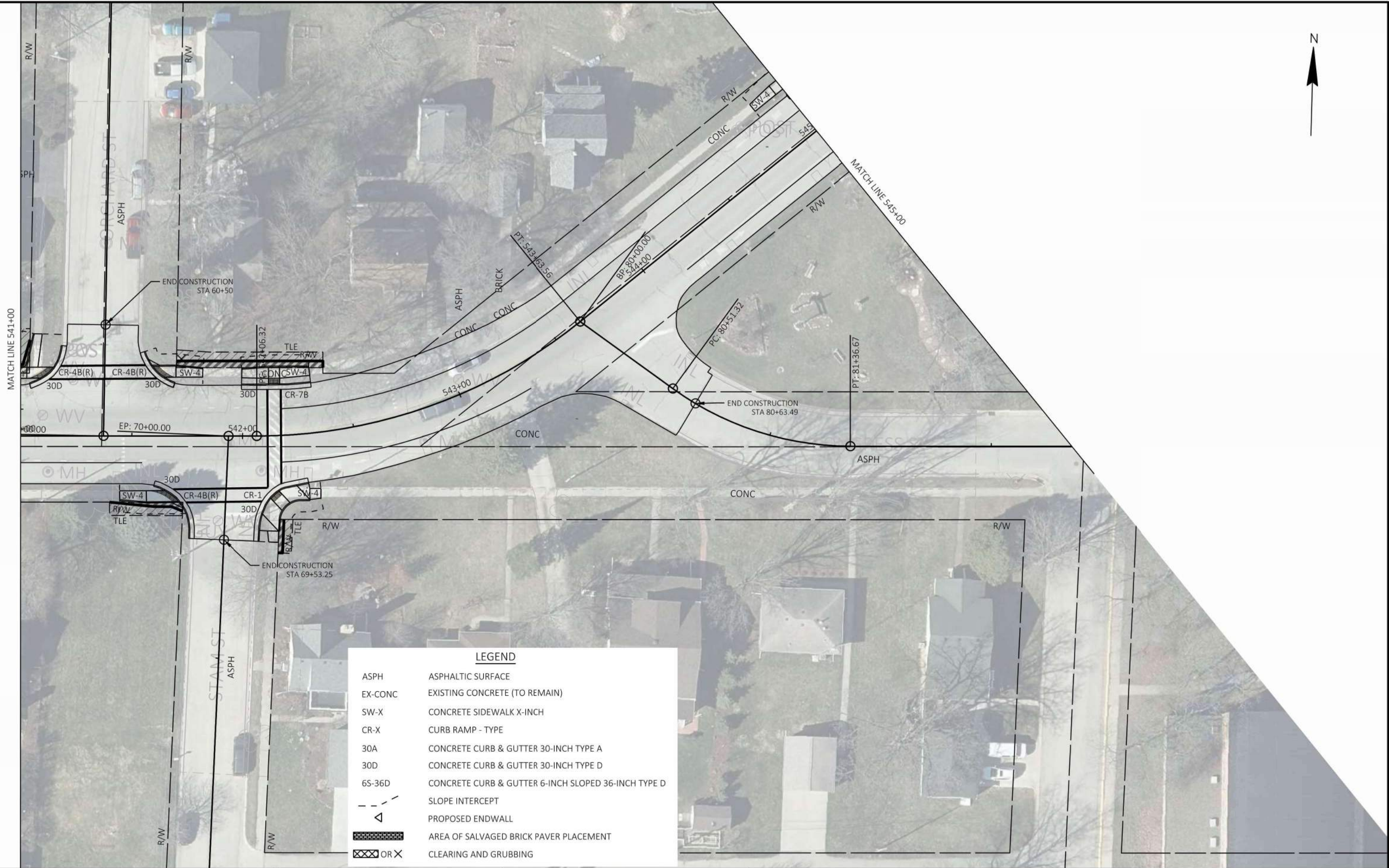
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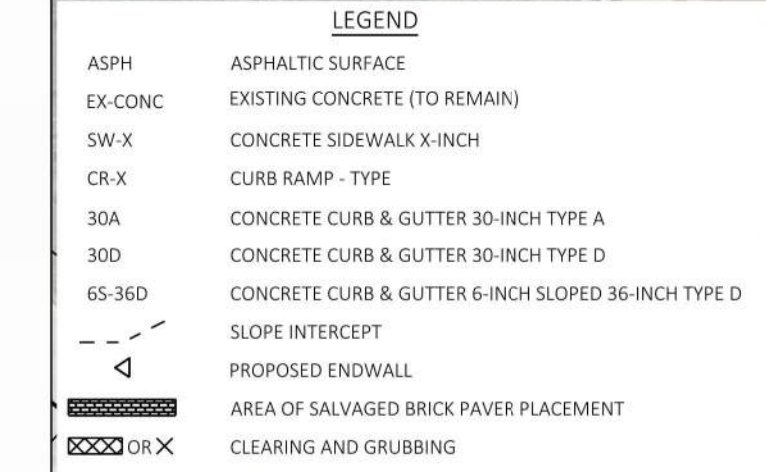
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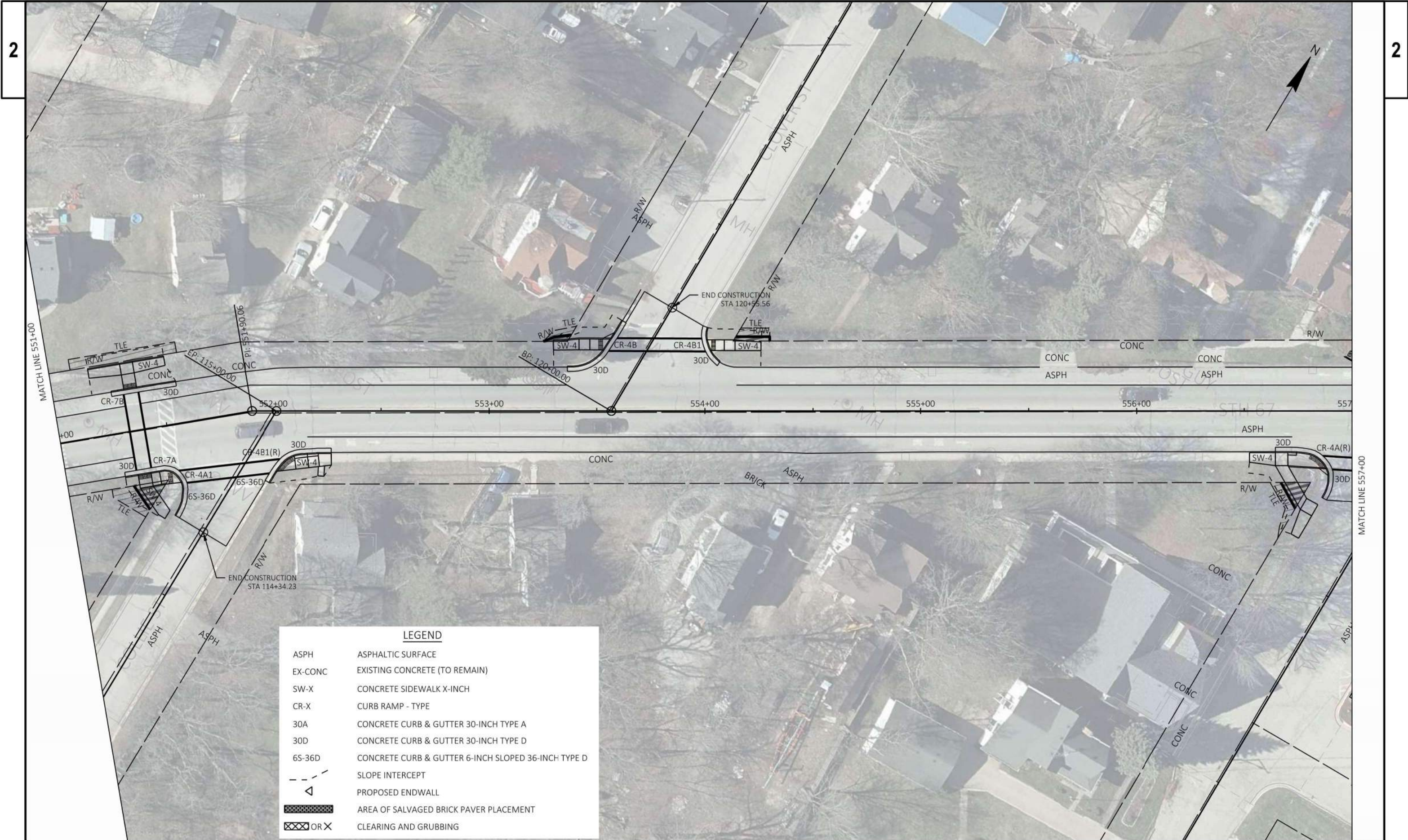
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WISDOT/CADD SHEET 42



2





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
▨	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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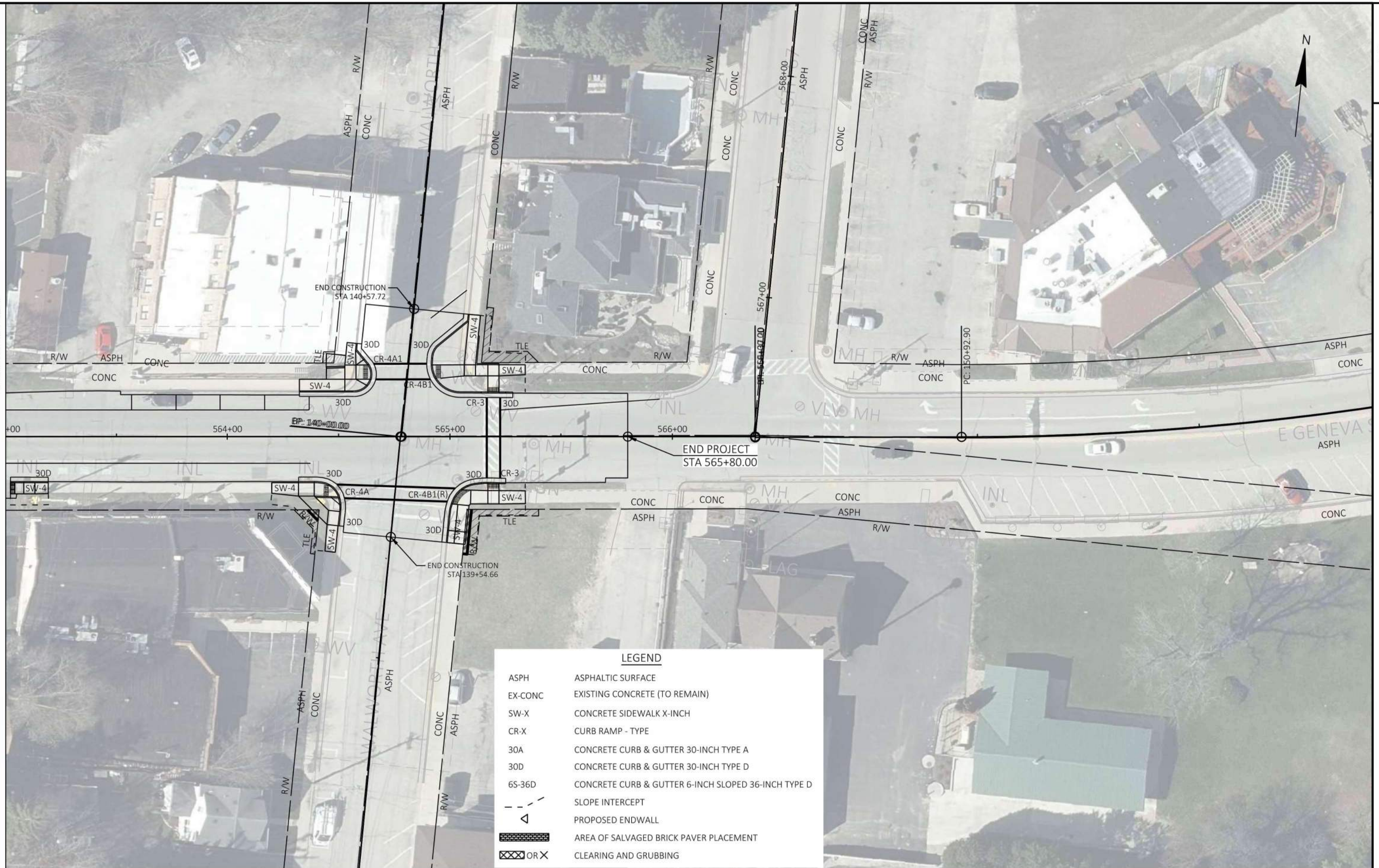
PLOT BY : SENZ, LUKE

PLOT NAME :

PLOT SCALE : 1 IN=40 FT

WISDOT/CADD SHEET 42

MATCH LINE 563+00.15



**VILLAGE OF WILLIAMS BAY
ORDINANCE NO. R-58-23**

**A RESOLUTION AUTHORIZING THE
DISPOSAL OF CERTAIN SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF WILLIAMS BAY
(Police, Fire, EMS and Public Works)**

WHEREAS, the Village of Williams Bay (the "Village") is the owner of the personal property listed on **Exhibit A** attached hereto, and by this reference incorporated herein (the "Property"); and.

WHEREAS, the Village desires to sell the Property; and

WHEREAS, pursuant to Wisconsin Statutes Chapter 61.34, the President and Board of Trustees of the Village of Williams Bay find that the Property is no longer necessary or useful to the Village of Williams Bay, and the best interests of the Village of Williams Bay will be served by its sale or disposal;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLIAMS BAY, as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated into and made a part of this Resolution by this reference.

SECTION TWO: Transfer & Disposal of Property. Pursuant to Wisconsin Statutes Chapter 61.34, the President and Board of Trustees of the Village of Williams Bay authorize the sale or disposal of the Property.

SECTION THREE: Authority of the Village Administrator. The Village Administrator is hereby authorized and directed to sell the Property by means of sealed or open bids, auction, or any other lawful means. Upon the sale of the Property, the Village Manager is authorized and directed to convey and transfer title of the Property to the purchasers.

SECTION FOUR: Effective Date. This Resolution shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

Approved by the Village Board of the Village of Williams Bay this 18th day of September 2023.

VILLAGE OF WILLIAMS BAY

By: _____

William Duncan, President

Attest: _____

Tina Kolls, Clerk

EXHBIT A

(Surplus Property)

Police Department Surplus List

Updated 08/23/2023

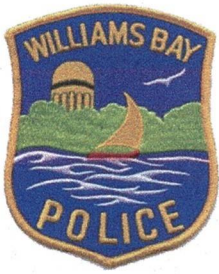
Item #	Quantity	Description	Location
1	1	Jotto desk police center console and mounting equipment	POD north shelf 2
2	3	Single point rifle sling	POD north self-2 – boxed
3	3	Streamlight TLR HL Weapon Lights	POD north shelf 2 - boxed
4	1	Digital Alley recording system. (1) mirror (1) forward facing camera (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

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 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

September 13, 2023

To the Williams Bay Village Board,

I respectfully request that all fees are waived for the Temporary Retailer License and Temporary Operator Licenses that are submitted for the Williams Bay Lions Club Car Show on October 14, 2023.

The car show is one of our annual fundraisers. We are a non-profit organization that supports local groups and families in need as well as worthwhile cause in Walworth County. By waiving the fees for these licenses, it allows us to do more in our community.

Thanks you,
Jack Lothian
Secretary
Williams Bay Lions CLub



MEMORANDUM

DATE: SEPTEMBER 18, 2023
TO: VILLAGE TRUSTEES
FROM: TINA KOLLS, VILLAGE CLERK
RE: OPERATOR LICENSE APPLICATIONS

The following License applications have been filed with the Village Clerk.

All applications have completed a records check, and PASS/FAIL suggestions have been made by the Williams Bay Police Department based on their findings.

Original/ Renewal	Name	Address	Establishment	Record Check
O	Angie Peters Jahns	1120 S Lakeshore Dr. Unit 33 Lake Geneva, WI 53147	Gage Marine	P
O	Gilbert Surf Mizialko Hnilo	239 Kenosha Street Walworth, WI 53184	Pier 290/Gage Marine	P
O	Cody Taylor	2212 Borg Rd Delavan, WI 53115	Gage Marine	P
O	Anastasia Sanchez	556 Park Ridge Road Williams Bay, WI 53191	Gage Marine	P
O	Shannon McDonough	232 Penny Lane Lake Geneva, WI 53147	Gage Marine	P
O	Shannan Michelle Biba	9210 400 th Ave Genoa City, WI 53128	Gage Marine/Lake Geneva Cruise Line	P
O	Michael Biba	9210 400 th Ave Genoa City, WI 53128	Gage Marine	P
T	Sinan Asani	507 Betzer Rd Unit B Delavan, WI 53115	Williams Bay Lions Club	P
T	Colin Robert Doerge	61 Hill St Williams Bay, WI 53191	Williams Bay Lions Club	P
T	Steven G Stratton	418 Lakewood Drive Williams Bay, WI 53191	Williams Bay Lions Club	P
T	Steven P Russell	475 Chasefield Ct Williams Bay, WI 53191	Williams Bay Lions Club	P
T	Isaiah Haak	N2869 Schofield Rd Lake Geneva, WI 53147	Williams Bay Lions Club	P
T	Adam Jaramillo	350 W Geneva Street Williams Bay, WI 53191	Williams Bay Lions Club	P

**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

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. _____

September 13, 2023

To the Williams Bay Village Board,

I respectfully request that all fees are waived for the Temporary Retailer License and Temporary Operator Licenses that are submitted for the Williams Bay Lions Club Car Show on October 14, 2023.

The car show is one of our annual fundraisers. We are a non-profit organization that supports local groups and families in need as well as worthwhile cause in Walworth County. By waiving the fees for these licenses, it allows us to do more in our community.

Thanks you,
Jack Lothian
Secretary
Williams Bay Lions CLub



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



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

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

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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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: _____

ORDINANCE #2023 - 11

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

WHEREAS, a duly noticed public meeting was held by the Building, Zoning & Ordinances Committee on July 5, 2023 regarding repealing and recreating Sec. 331-2 of the Code of Ordinances to strengthen the existing tree removal requirement and Sec. 331-4 of the Code of Ordinances to address penalties for the violation of the provisions of Chapter 331; and

WHEREAS, after said public meeting, the Building, Zoning & Ordinances Committee having recommended to the Village Board to repeal and recreate Secs. 331-2 and 331-4; and

WHEREAS, the Village Board having determined that it is appropriate to adopt such revisions to Chapter 331 regarding Village Code Tree Replacement to be more stringent in protecting existing trees and the natural environment of the Village as a whole;

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

Section I. § 331-2 of the Code of Ordinances of the Village of Williams Bay is hereby repealed and recreated to read as follows:

§ 331-2 Tree Preservation

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

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

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

BUILDING ACTIVITY AREA

Upon issuance and for the duration of a building permit, the entire minimum area necessary for the construction of a principal structure, permitted accessory structures, driveway, utility installation or subsequent permitted additions to each. This area shall be defined by the Tree Commissioner at the time of the issuance of the tree 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 a 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 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. Fee Required. Whenever in this section the planting of replacement trees is required, as an alternative, a fee in the amount of \$400 for each required replacement tree 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 for the planting of replacement tree(s).

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.

Section II. § 331-4 of the Code of Ordinances of the Village of Williams Bay is hereby repealed and recreated to read as follows:

§ 331-4 Violations and penalties.

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

Section 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: _____