



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, DECEMBER 18, 2023 AT 6:00 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. Items for Discussion**
 - A.** Consider a Motion to Convene Into Closed Session
 - B.** Pursuant to the exemption contained in Wis. Stats. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
 - Recreation Department Interim Solutions - Discussion of short-term solutions with current part-time employees
 - C.** Pursuant to the exemption contained in Wis. Stats. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business.
 - Development Agreement with Constance Woods, LLC
 - D.** Motion to reconvene into open session
 - E.** Possible discussion of/action for those items discussed in closed session
- V. PUBLIC COMMENTS**
- VI. Other Items for Discussion, Consideration, or Action**
 - A.** Development Agreement with Constance Woods, LLC
 - B.** 2024 Village Board and Joint Meeting of the Village Board Committee of the Whole and Committee Meeting Schedules
 - C.** Discussion and possible action on Fire/EMS Study Committee and the Intergovernmental Cooperation Council (ICC) of Walworth County reconfirmation of support for and cooperation with a Fire/EMS study, as had been initially provided in 2016
- VII. Minutes**
 - A.** Village Board Meeting Minutes of December 4, 2023

VIII. Presentation of accounts and petitions

- A. Payroll ending 12/01/2023 in the amount of \$46,625.78
- B. Accounts Payable Prepays dated 12/12/2023 in the amount of \$53,296.43
- C. Accounts Payable Unpays dated 12/15/2023 in the amount of \$155,281.84
- D. Library Accounts Payable dated 12-15-2023 in the amount of \$4,108.04

IX. Plan Commission

- A. APPLICANT: Geneva Lake Environmental Agency (Lessee) TAX KEY: WOP 00008
STREET ADDRESS: 105 Elkhorn Rd, Village of Williams Bay
Applicant is requesting a Certificate of Compliance per Section 390.1211.B(1)(b) "New occupancy and use of an existing building when the new use is of a different land use classification".
- B. Ordinance 2023-14 Regarding Shore Yard Standards

X. President's Remarks

XI. Committee Reports

A. Finance & Personnel, Chair - Trustee Wright

- 1. Resolution R-88-23 Establishing Wages and Salaries for 2024
- 2. Resolution R-86-23 Establishing Salaries and Expense Reimbursement Levels of Village President and Village Trustees
- 3. Resolution R-90-23 Renewing the Municipal Business Lease with Dip In The Bay for the 2024 Season
- 4. Resolution R-85-23 Joint Barrett Memorial Library Board and Village Board of Trustees Resolution Regarding Library Reserves

B. Protective Services, Chair - Trustee Vlach

- 1. Original, Renewal, or Temporary Operator License Applications

C. Parks & Lakefront, Chair - Trustee Russell

- 1. Resolution R-66-23 Approving Village Boat Slip Lease Amendments Increasing the Municipal Pier Slips Maximum Watercraft Length From 18' to 24'

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

- 1. Ordinance 2023-15 Increasing Village Clerk Position From Current One (1) Year Term to Three (3) Year Term.

E. Water & Sewer, Chair - Trustee Umans

- 1. Resolution R-87-23 Awarding of Bid for Clover Street Watermain Extension and Loop
- 2. Resolution R-89-23 Authorizing the Village of Williams Bay to Participate In the Dupont and 3M PFAS Settlement Agreements

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

- 1. Placeholder

XII. Public Comments

XIII. Adjournment

(November ____, 2023)

Sent via email: lblackbourn@godfreylaw.com

Attorney Lisle W. Blackbourn
Godfrey Law
354 Seymour Court
Elkhorn, WI 53121

RE: Women's Leadership Center Project

Dave,

Attached you will find the initial draft of a proposed Development Agreement between the Village of Williams Bay and Constance Woods, LLC. The proposed agreement addresses all of the easements requested by the village. I understand that your client may not agree with providing all of the requested easements, in which case, you can propose revisions to the document. The proposed agreement and your proposed revisions would be provided to the village board for its consideration on December 4th.

In the documentation you provided to me on November 22nd, it appeared that your client was concerned about the loss of trees if a drainage easement were granted and if a sanitary sewer easement were granted along the west boundary of the property. The village would not be removing trees within the storm water drainage easement boundary. It is also unlikely that the village would be removing trees within the sanitary sewer main easement proposed to be located adjacent to the west boundary of the property. As noted in Section 2.7 of the agreement, if the village cannot obtain a similar easement on the property adjacent to the west boundary of the property, using the directional drilling method for installation of the sanitary sewer main, it is unlikely that any, or only a very few trees would be removed during the installation process.

Thank you.

Very truly yours,

CONSIGNY LAW FIRM, S.C.

By:

Mark A. Schroeder
email: mschroeder@janesvillelaw.com

MAS/kk
Enclosure

DEVELOPMENT AGREEMENT

This Development Agreement (Agreement) is made this _____ day of _____, 2023 between the Village of Williams Bay, Walworth County, Wisconsin (Village) and Constance Woods, LLC, an Illinois Limited Liability Company (Developer).

RECITALS

WHEREAS, Developer is owner of certain real property in the Village, known as Tax Parcel No. WA 499800001 (the Property), the legal description of which is as follows; and

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. ¼ of the SW. ¼ of Section 1 and the NE. ¼ of the NW. ¼ of Section 12, T.01N., R. 16E., Village of Williams Bay, Walworth County, Wisconsin.
Part of Tax Key No. WAS 00001A.

WHEREAS, Developer has submitted the Site Plan for the Property, incorporated herein as Exhibit 1, which Site Plan has been reviewed by the Village Plan Commission and Village Board; and

WHEREAS, the Village has approved the Site Plan subject to the entering into of this Agreement to govern the obligations of the Village and Developer in the development of the Property consistent with the Site Plan.

NOW, THEREFORE, the Village and Developer agree to the following provisions.

SECTION 1. RESTATEMENT OF RECITALS

1.1. Recitals Incorporated. The Recitals set forth above are incorporated into this Agreement by reference as if set forth in full herein, and are made a part of this Agreement.

SECTION 2. EASEMENTS

2.1. Developer shall grant to Village a new municipal water main easement on the Property as shown on the Site Plan and as provided for in the Municipal Water Main Easement Agreement, incorporated herein as Exhibit 2, which agreement will be accepted by the Village.

2.2. Effective as of the date of completion of the water main and its acceptance by the Village as addressed in Section 4, Developer and Village shall release and terminate the existing water main easement on the Property, as shown on the Site Plan and as provided for in two (2) documents entitled Release and Termination of Existing Water Main Easement, which are incorporated herein as Exhibit 3 and Exhibit 4.

2.3. Developer shall grant to Village a sanitary sewer main easement on the Property adjacent to the Geneva Lake lakeshore, as shown on the Site Plan and as provided for in the Sanitary Sewer Main Easement Agreement, incorporated herein as Exhibit 5, which agreement will be accepted by the Village.

2.4. Developer and Village shall release and terminate the existing sanitary sewer easement on the Property, adjacent to the Geneva Lake Lakeshore, as shown on the Site Plan and as provided for in the Release and Termination of Existing Sanitary Sewer Easement, which is incorporated herein as Exhibit 6.

2.5. Developer shall provide Village with a storm water drainage easement over that part of the western portion of the Property located within the 100-year flood boundary, as determined by the Village Engineer, the boundaries of which are shown on Exhibit 7 which is incorporated herein. Said easement shall prohibit the location of all structures within the easement area, provided that Developer shall be permitted to construct an elevated walkway within the easement area, as shown on Exhibit 1, as approved by the building inspector. Developer shall be responsible for removing debris which is held in place by the support structure of the elevated walkway. At a minimum, debris shall be removed by November 1st of each year.

2.6. Developer shall provide Village with a 10- foot- wide easement for drainage and pedestrian travel located along the north boundary of the Property adjacent to Constance Boulevard. The Village will use these easements for the reconstruction of Constance Boulevard.

2.7. Developer shall provide Village with a 20-foot-wide sanitary sewer main easement adjacent to the west boundary of the Property. The Village will attempt to obtain a similar easement on the parcel adjacent to the west boundary of the Property, and will vacate the easement on the Property if successful. Every effort will be made by the Village to minimize tree removal during construction of the sanitary sewer main, including directional drilling. No trees are anticipated to be removed outside of the easement area addressed in Sections 2.3 and 2.4 Any such trees will be replaced with two trees for each one tree removed, at a mutually agreeable location.

2.8 Developer shall not plant trees within the easements granted in this Section 2.

SECTION 3. SANITARY SEWER MAIN

3.1. Village shall be responsible for, and will undertake all necessary repairs and cleaning of the existing sanitary sewer main on the Property adjacent to the Geneva Lake lakeshore, prior to the occupancy of any structures to be constructed and located on the Property. This shall be at no cost to Developer.

SECTION 4. WATER MAIN

4.1. Village shall provide Developer with the required approval letter needed by the State of Wisconsin Department of Natural Resources (DNR) to permit the new water main at the location as shown on the Site Plan and within the area described in the Municipal Water Main Easement incorporated as Exhibit 2.

4.2. Upon receipt of the DNR approval letter referenced in Section 4.1, Developer agrees to construct, install and furnish a new water main at the location as shown on the Site Plan and within the area described in the Municipal Water Main Easement incorporated as Exhibit 2. Such construction shall be in accordance with plans and specifications on file in the Village Clerk's office and all applicable Federal, State and Village ordinances, specifications, regulations and guidelines for the construction of water systems within the Village.

4.3. Developer agrees to furnish as-built plans of the water main to the Village, including hydrant valve locations and locations of laterals at the water main based on observation notes provided by the Village Engineer.

4.4. Developer agrees to pressure test, leakage test and obtain a clean water sample of the water main, and repair any defects as determined by the Village Engineer, prior to the issuance of building permits and acceptance of the water main by the Village.

4.5. The Village Engineer shall observe construction of the water main, and update the Village GIS and Village records at the Developer's cost.

4.6 Developer agrees to provide Village with a statement of all costs for water main construction suitable for submission to the State of Wisconsin Public Service Commission.

4.7. Upon completion of the water main, and compliance with Sections 4.1 - 4.4, Developer agrees, without charge to the Village, to unconditionally give, grant, convey and fully dedicate same to the Village, free and clear of all encumbrances. This shall include Developer providing the Village with final waivers of lien for all contractors and suppliers associated with the water main construction. After such dedication, the Village shall have the right to connect or integrate other water facilities with the water main as the Village decides, with no payment to or consent required of Developer.

4.8. Developer shall correct defects in the water main which appear within a period of one (1) year from the date of final completion of the water main, and shall pay for any damages resulting therefrom to Village property. The Village may refuse to accept the water main unless and until it conforms to generally accepted industry standards. All guarantees or warranties for materials or workmanship which extend beyond the aforementioned guarantee shall be assigned by the Developer to the Village as beneficiary. This correction period does not affect or bar claims for negligence discovered at a later date.

4.9. The Developer agrees to file with the Village an irrevocable letter of credit from a lending institution approved by the Village for the construction of the water main, prior to the commencement of construction of the water main, in an amount equal to 125% of the costs associated with its construction, as submitted to and approved by the Village Engineer. No construction shall commence until such letter of credit is on file with the Village. The letter of credit shall include additional costs to reasonably compensate the Village for its costs associated with completion of the water main

4.10. If at any time:

1. The Developer does not complete the installation of the water main within one (1) year from the Village's acceptance of the letter of credit unless otherwise extended by this Agreement or by action of the Village Board, or
2. The letter of credit on file with the Village is stated to expire within sixty (60) days and the same has not been extended, renewed or replaced.

The Developer shall be deemed in violation of this Agreement and the Village shall have authority to draw upon the letter of credit. The lending institution providing the letter of credit shall pay to the Village any draw upon demand and upon its failure to do so, in whole or in part, the Village shall be empowered, in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said completion or satisfaction costs, payable in the next succeeding tax roll.

4.11. The amount of the letter of credit may be reduced by resolution of the Village Board as the costs of construction of the water main are paid for by the Developer, provided that the remaining letter of credit is sufficient to secure payment for any remaining construction required. The Village will not reduce the letter of credit until the Village Engineer approves the water main work.

4.12. The Developer shall name as additional insureds on its general liability insurance policy, the Village, its trustees, officers, agents, employees and independent contractors, including Village Engineer Baxter & Woodman, and give the Village a certificate of insurance evidencing such coverage.

SECTION 5. GENERAL CONDITIONS AND REGULATIONS

5.1. All provisions of the Village's ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.

5.2. Developer shall not assign this Agreement without the written consent of the Village.

5.3. This Agreement is binding upon the Developer, its heirs and assigns and any and all future owners of the subject Property.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be signed this _____ day of _____, 2023.

DEVELOPER: CONSTANCE WOODS, LLC.

By: _____
Ann M. Drake, Member

STATE OF WISCONSIN)
) ss.:
COUNTY OF WALWORTH)

Personally came before me this _____ day of _____, 2023 the above-named Ann M. Drake to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Walworth County, Wisconsin
My Commission: _____

Accepted pursuant to resolution adopted by the Village Board of the Village of Williams Bay this _____ day of _____, 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest:

By: _____
Tina Kolls, Clerk

STATE OF WISCONSIN)
) ss.:
COUNTY OF WALWORTH)

Personally came before me this _____ day of _____, 2023 the above-named William Duncan and Tina Kolls to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Walworth County, Wisconsin
My Commission: _____

Document Name
**MUNICIPAL WATERMAIN
EASEMENT AGREEMENT**

Document Number

THIS DOCUMENT IS EXEMPT FROM FEE AND RETURN BECAUSE IT IS NOT A CONVEYANCE BY DEFINITION PER WIS. STAT. § 77.21(1).

THIS MUNICIPAL WATERMAIN EASEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2023, between the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin ("Village"), and CONSTANCE WOODS, LLC, an Illinois limited liability company ("Constance Woods").

RECITALS

WHEREAS, the Village is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. Ch. 62, with authority to enter into this Agreement under its zoning ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, Constance Woods is the titleholder of certain real property located in the Village, more particularly described in the attached Exhibit A incorporated herein ("Property"); and

WHEREAS, Constance Woods, wishes to install a municipal water main and associated facilities (collectively, "Public Water Main Facilities"), which will later be dedicated to the Village.

WHEREAS, the parties wish for the Village to be responsible for operating, maintaining, repairing and replacing the Public Water Main Facilities once said facilities are dedicated to the Village.

WHEREAS, to enable the Village, in its sole discretion, to operate, maintain, repair and replacement the Public Water Main Facilities, Constance Woods is willing to grant a permanent, non-exclusive easement to the Village over a thirty (30) foot-wide portion of the Property, more particularly described in the attached Exhibit B incorporated herein, and depicted in the attached Exhibit C incorporated herein ("Easement Area").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are hereby made.

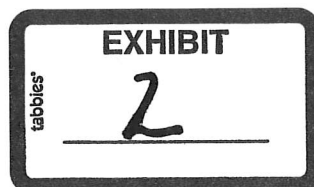
Recording Area

Name and Return Address:

Godfrey, Leibsle, Blackbourn & Howarth, S.C.
Attn: Lisle W. Blackbourn
354 Seymour Court
Elkhorn, WI 53121

WA499800001

Parcel Identification Number (PIN)



1. **Grant of Easement.** Constance Woods hereby grants and conveys to the Village and its agents and licensees, a perpetual, non-exclusive easement and right-of-way, across, under and within the Easement Area, for the purpose of operating, maintaining, repairing, and replacing the Public Water Main Facilities. The Public Water Main Facilities shall be underground and buried to a sufficient depth so as to avoid any interference or restriction with Constance Woods' use of the Easement Area, except that any above-ground Public Water Main Facilities shall be placed at grade.

2. **Maintenance of Public Water Main Facilities.** The Village shall be responsible for the operation, maintenance, repair and replacement of the Public Water Main Facilities, without assessment or cost to Constance Woods. The foregoing notwithstanding, Constance Woods, as a municipal water customer, shall be responsible for all assessments and costs charged in accordance with schedules used throughout the Village for all such customers.

3. **Restoration of Surface.** The Village shall restore any portion of the Property disturbed by activities of the Village within the Easement Area to its condition before the disturbance; provided, however, that the Village shall not replace any trees or shrubbery within the Easement Area. The parties acknowledge and agree that storm water management facilities may be installed over portions of the Easement Area to serve Constance Woods' pending improvements on the Property.

4. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Constance Woods and the Village and their respective successors and assigns. Constance Woods and any successor or assign to Constance Woods as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after Constance Woods or its successor or assign has transferred its fee simple interest in the Property.

5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

6. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Walworth County, Wisconsin.

7. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

8. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate

any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one instrument, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

VILLAGE:

VILLAGE OF WILLIAMS BAY, a Wisconsin municipal corporation

By: _____

Attest: _____

APPROVAL OF BOARD OF TRUSTEES

This Agreement was approved by the Board of Trustees of the Village of Williams Bay by Resolution dated the _____ day of _____, 2023.

This instrument was drafted by:

Samantha M. McCoy
GODFREY, LEIBSLE, BLACKBOURN
& HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin 53121
Telephone: (262)723-3220
Facsimile: (262)723-5121
Email: smccoy@godfreylaw.com

Constance Woods, LLC, a Wisconsin limited liability company

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, the above named _____, who acknowledged himself to be the Manager of Constance Woods, LLC, a Wisconsin limited liability company, and to me is known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the company.

Notary Public, _____ County,
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

See attached.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, bounded and described as follows:

PERMANENT WATERMAIN EASEMENT (30' width):

The centerline of a permanent watermain easement commencing at the South 1/4 corner of said Southwest 1/4 of Section 1; thence bearing S88°39'51"W, along the South line of said Section 1, a distance of 660.39 feet to the Easterly line of Lot 1 of Certified Survey Map (CSM) No. 4998; thence bearing N00°46'24"W along said line, a distance of 74.98 feet to the Point of Beginning (POB); thence bearing S78°19'05"W, a distance of 23.37 feet; thence bearing N22°39'41"W, a distance of 105.91 feet; thence bearing N67°21'13"W, a distance of 67.00 feet; thence bearing N22°51'38"W, a distance of 74.99 feet; thence bearing N67°21'16"W, a distance of 60.00 feet; thence bearing N90°00'00"W, a distance of 118.00 feet; thence bearing S67°09'58"W, a distance of 16.36 feet to a Point "A"; thence bearing S67°09'58"W, a distance of 89.37 feet; thence bearing S19°29'05"W, a distance of 233.98 feet; thence bearing S87°54'21"W, a distance of 28.36 feet to the Westerly line of said CSM 4998, said point being the Point of Termination of said centerline. The sidelines of which are to be prolonged or shortened to terminate at the property lines of the subject parcel. Also the centerline of a permanent watermain easement commencing at Point "A": thence bearing N22°51'24"W, a distance of 67.10 to the Southerly Right-of-Way (ROW) line of Constance Boulevard, said point being the Point of Termination of said centerline. The sidelines of which are to be prolonged or shortened to terminate at the property lines of the subject parcel; containing 26,098 square feet more or less of land. Subject to, but not limited to, covenants, restrictions and easements of record.



PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

EXHIBIT C

MAP OF EASEMENT AREA

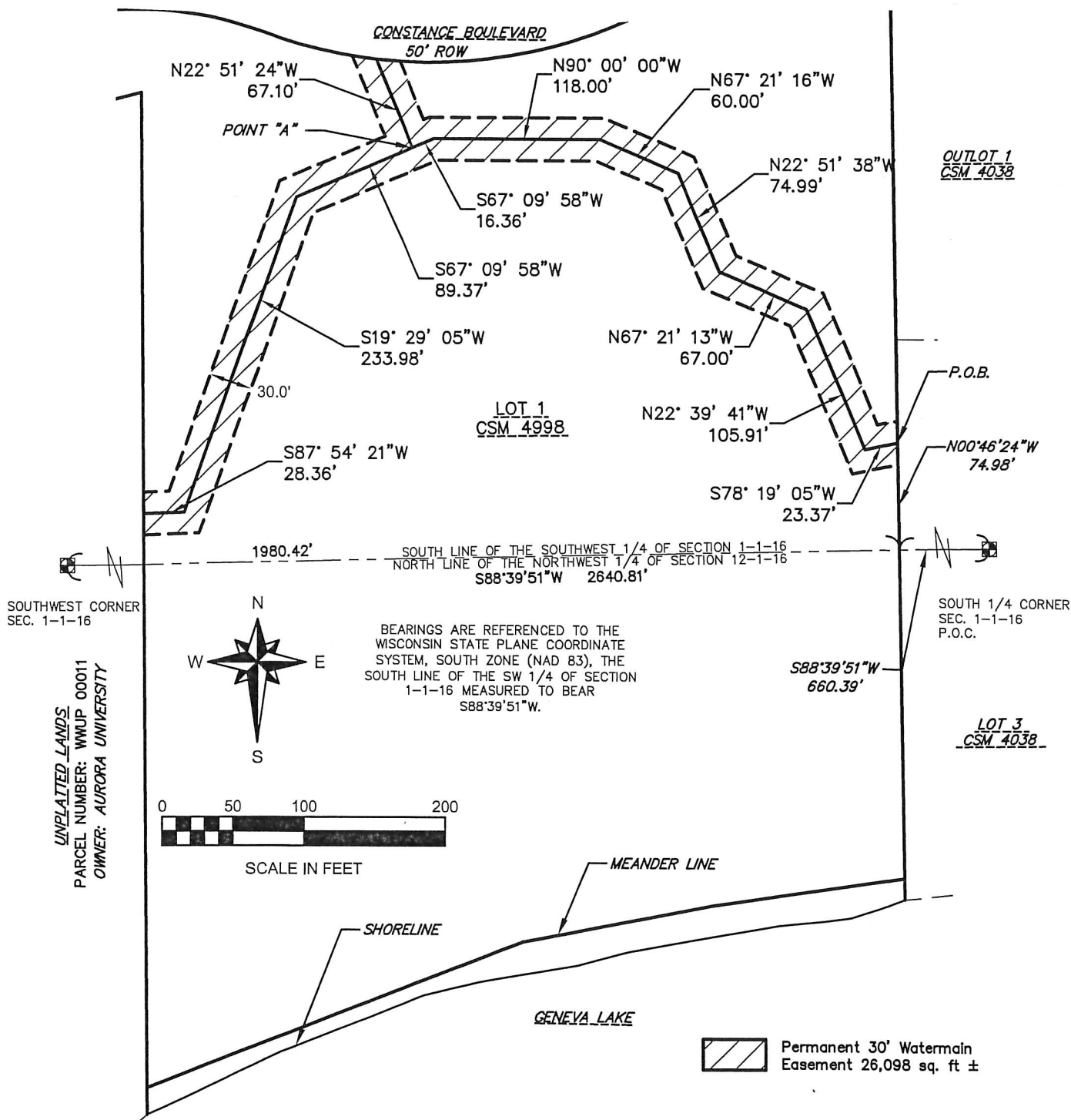
See attached.

PLEASE BE ADVISED THAT THE PARTIES HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIALS ON THE FOLLOWING MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by: _____
_____, agent for Constance Woods

Date: _____.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.



Ruekert•Mielke
 www.ruekertmielke.com

PREPARED FOR:
 Constance Woods, LLC.
 303 Wacker Drive, Suite 315
 Chicago, IL 60601

PREPARED BY:
 Ruekert & Mielke, Inc.
 W233 N2080 Ridgview Pkwy.
 Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/19/23) CHECKED BY: TAYLOR PLACEK (10/19/23)

Document Number

Document Name
**RELEASE AND TERMINATION OF
EXISTING WATERMAIN EASEMENT**

Recording Area

Name and Return Address

Lisle W. Blackbourn

Godfrey, Leibsle, Blackbourn & Howarth, S.C.

354 Seymour Ct., Elkhorn, WI 53121

WA499800001

Parcel Identification Number (PIN)

This instrument was drafted by:
Attorney Samantha M. McCoy
GODFREY, LEIBSLE,
BLACKBOURN & HOWARTH, S.C.
354 Seymour Court
Elkhorn, WI 53121



**RELEASE AND TERMINATION OF
EXISTING WATERMAIN EASEMENT**

THIS RELEASE AND TERMINATION OF EXISTING WATERMAIN EASEMENT is entered into this ____ day of _____, 2023, by and between Constance Woods, LLC (“Constance Woods”) and the Village of Williams Bay (the “Village”).

RECITALS:

- A. WHEREAS**, Constance Woods holds fee simple title to real property commonly known as Tax Key Number WA499800001, as legally described on **Exhibit A** (“Constance Woods Property”);
- B. WHEREAS**, Pursuant Certified Survey Map No. 4998, recorded as Document #1053121 in the office of the Register of Deeds for Walworth County, a portion of the Constance Woods Property is subject to a 30-foot wide Watermain easement, which is legally described on **Exhibit B** and depicted on **Exhibit C** attached hereto and incorporated herein (the “Easement”) for the benefit of the Village; and
- C. WHEREAS**, Constance Woods and the Village are desirous and willing to terminate the Easement.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. **Termination of Easement.** Constance Woods and the Village hereby release all their respective rights, title and interest to the Easement and terminate said Easement.

[Signature Pages Follow]

RELEASE AND TERMINATION SIGNATURE PAGE

Dated: _____

Constance Woods, LLC

By: _____

ACKNOWLEDGMENT

State of _____)
 _____) ss.
 _____ County)

Personally came before me this ____ day of _____, 2023, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Walworth County, WI
My commission _____

EXHIBIT A
Legal Description of Constance Woods Property

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

EXHIBIT B
Legal Description of Easement Area

See attached.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, bounded and described as follows:

WATERMAIN EASEMENT RELEASE (30' width per document #1053121):

The centerline of a 30 foot watermain easement, as described in Document No. 1053121; commencing at the South 1/4 corner of said Southwest 1/4 of Section 1; thence bearing S88°39'51"W, along the South line of said Section 1, a distance of 660.39 feet to the Easterly line of Lot 1 of Certified Survey Map (CSM) No. 4998; thence bearing N00°46'24"W along said line, a distance of 65.86 feet to the Point of Beginning (POB); thence bearing S85°52'50"W, a distance of 533.39 feet to the Westerly line of said CSM 4998, said point being the Point of Termination of said centerline. The sidelines of which are to be prolonged or shortened to terminate at the property lines of the subject parcel, containing 16,002 square feet more or less of land. Subject to, but not limited to, covenants, restrictions and easements of record.



PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/24/23) CHECKED BY: TAYLOR PLACEK (10/24/23)

EXHIBIT C
DEPICTION OF EASEMENT AREA

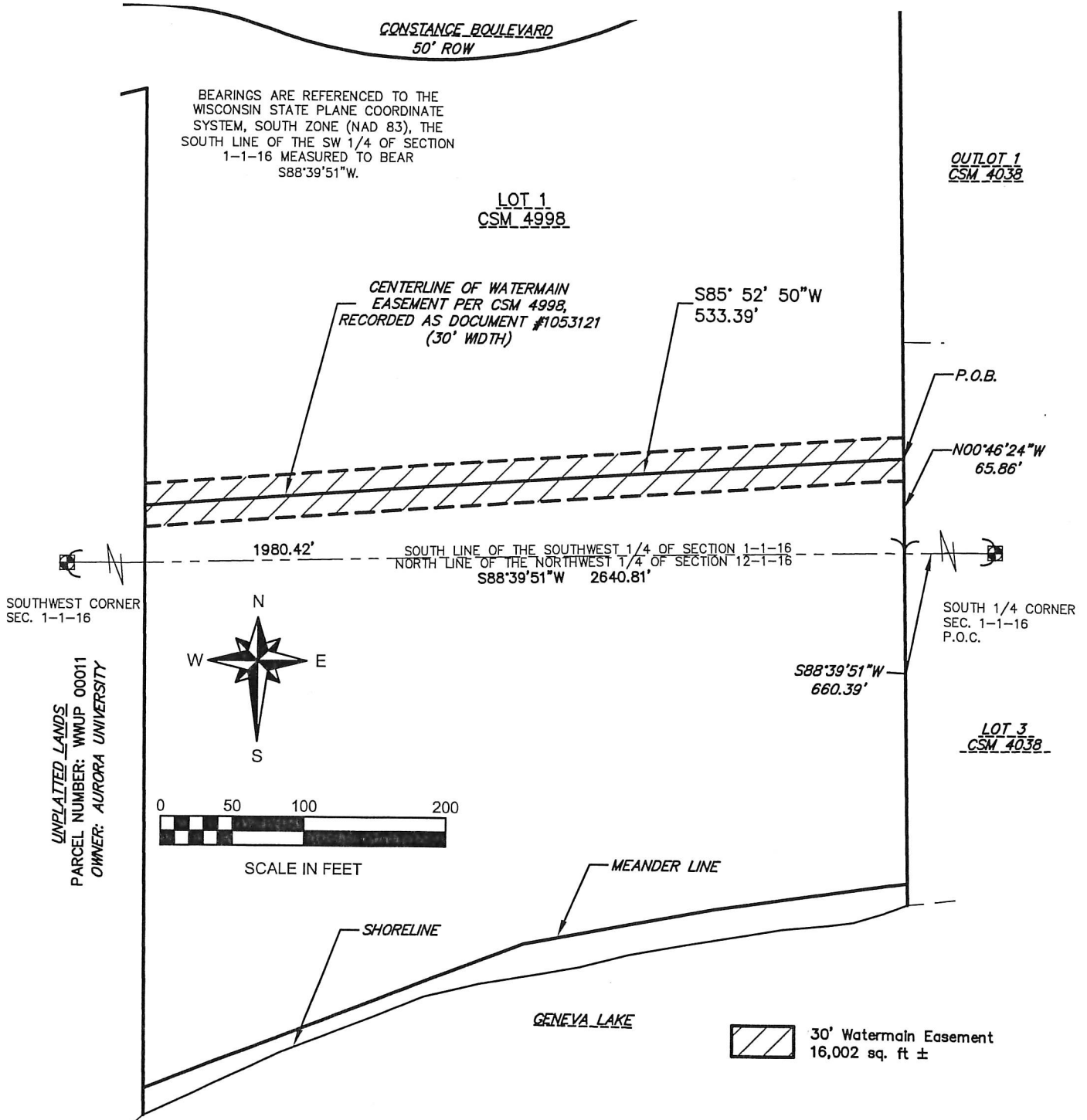
See attached.

PLEASE BE ADVISED THAT THE PARTIES HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIALS ON THE FOLLOWING MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by: _____
_____, agent for Constance Woods

Date: _____

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.



Ruekert•Mielke
www.ruekertmielke.com

PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/24/23) CHECKED BY: TAYLOR PLACEK (10/24/23)

Document Number	Document Name RELEASE AND TERMINATION OF EXISTING WATERMAIN EASEMENT
Recording Area	
Name and Return Address Lisle W. Blackbourn Godfrey, Leibsle, Blackbourn & Howarth, S.C. 354 Seymour Ct., Elkhorn, WI 53121	
WA499800001 Parcel Identification Number (PIN)	

This instrument was drafted by:
Attorney Samantha M. McCoy
GODFREY, LEIBSLE,
BLACKBOURN & HOWARTH, S.C.
354 Seymour Court
Elkhorn, WI 53121



**RELEASE AND TERMINATION OF
EXISTING WATERMAIN EASEMENT**

THIS RELEASE AND TERMINATION OF EXISTING WATERMAIN EASEMENT is entered into this ____ day of _____, 2023, by and between Constance Woods, LLC (“Constance Woods”) and the Village of Williams Bay (the “Village”).

RECITALS:

- A. **WHEREAS**, Constance Woods holds fee simple title to real property commonly known as Tax Key Number WA499800001, as legally described on **Exhibit A** (“Constance Woods Property”);
- B. **WHEREAS**, Document #311353, recorded in the office of the Register of Deeds for Walworth County, granted to the Village Williams Bay a perpetual easement over a portion of the Constance Woods Property, as legally described on **Exhibit B** and depicted on **Exhibit C** attached hereto and incorporated herein, for the purpose constructing and maintaining a watermain (the “Easement”); and
- C. **WHEREAS**, Constance Woods and the Village are desirous and willing to terminate the Easement.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. **Termination of Easement.** Constance Woods and the Village hereby release all their respective rights, title and interest to the Easement and terminate said Easement.

[Signature Pages Follow]

RELEASE AND TERMINATION SIGNATURE PAGE

Dated: _____

Constance Woods, LLC

By: _____

ACKNOWLEDGMENT

State of _____)
 _____) ss.
 _____ County)

Personally came before me this ____ day of _____, 2023, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Walworth County, WI
My commission _____

RELEASE AND TERMINATION SIGNATURE PAGE

Dated: _____

Village of Williams Bay

By: _____

ACKNOWLEDGMENT

State of _____)
) ss.
_____ County)

Personally came before me this ____ day of _____, 2023, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Walworth County, WI
My commission _____

This document drafted by:
Attorney Samantha M. McCoy
Attorneys for Constance Woods, LLC
**GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.**
354 Seymour Court
Elkhorn, WI 53121
Main: (262) 723-3220
Facsimile: (262) 723-5121

EXHIBIT A
Legal Description of Constance Woods Property

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

EXHIBIT B
Legal Description of Easement Area

See attached.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, bounded and described as follows:

WATERMAIN EASEMENT RELEASE (undefined width per document #311353):

The centerline of an undefined width watermain easement, as described in Document No. 311353; commencing at the South 1/4 corner of said Southwest 1/4 of Section 1; thence bearing S88°39'51"W, along the South line of said Section 1, a distance of 660.39 feet to the Easterly line of Lot 1 of Certified Survey Map (CSM) No. 4998; thence bearing N00°46'24"W along said line, a distance of 65.86 feet to the Point of Beginning (POB); thence bearing S85°52'50"W, a distance of 533.39 feet to the Westerly line of said CSM 4998, said point being the Point of Termination of said centerline. Subject to, but not limited to, covenants, restrictions and easements of record.



PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/19/23) CHECKED BY: TAYLOR PLACEK (10/19/23)

EXHIBIT C
DEPICTION OF EASEMENT AREA

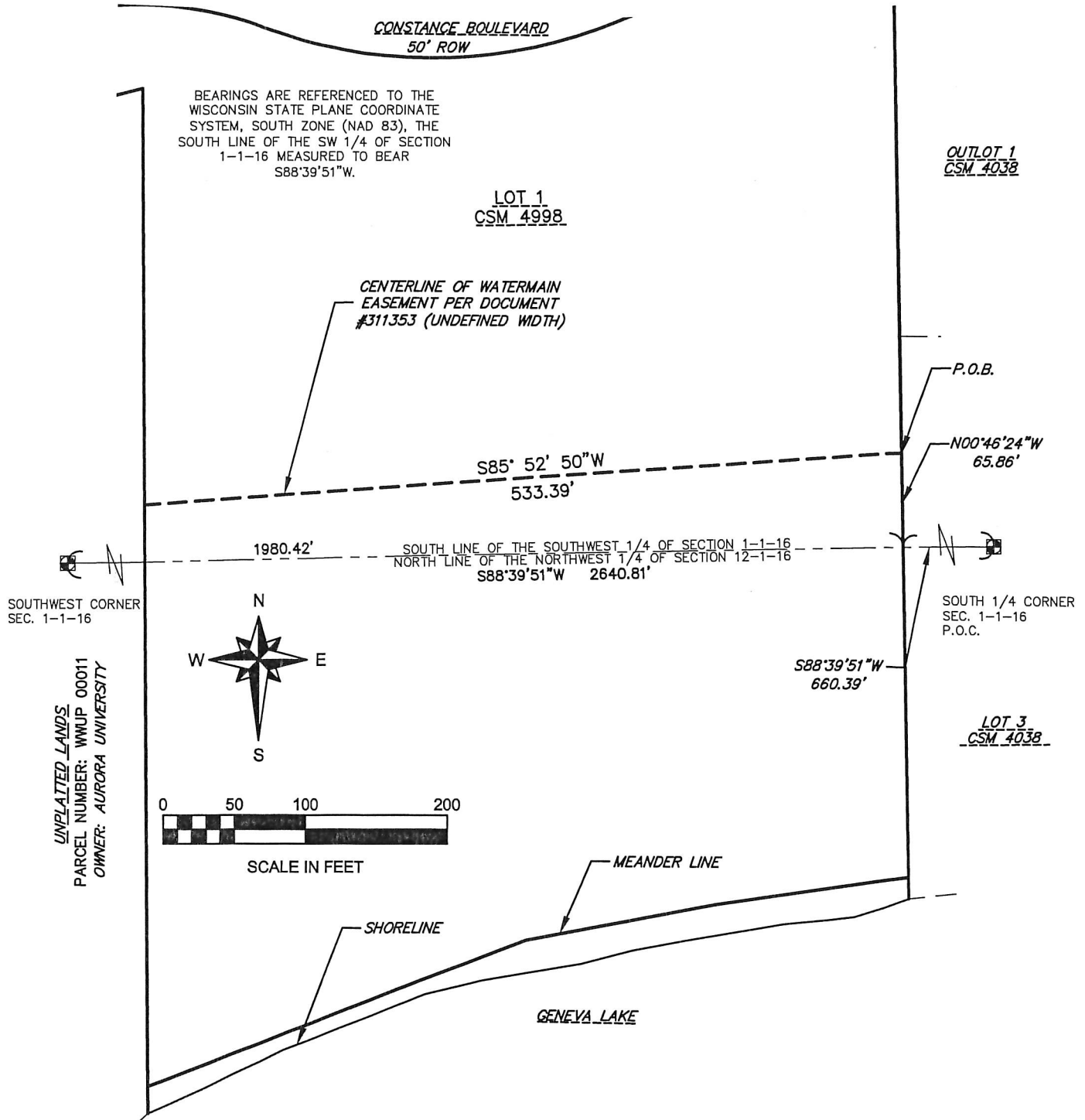
See attached.

PLEASE BE ADVISED THAT THE PARTIES HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIALS ON THE FOLLOWING MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by: _____
_____, agent for Constance Woods

Date: _____

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.



Ruekert • Mielke
www.ruekertmielke.com

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Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/19/23) CHECKED BY: TAYLOR PLACEK (10/19/23)

**SANITARY SEWER MAIN EASEMENT
AGREEMENT**

Document Number

Document Name

**THIS DOCUMENT IS EXEMPT FROM FEE AND RETURN
BECAUSE IT IS NOT A CONVEYANCE BY DEFINITION PER WIS.
STAT. § 77.21(1).**

THIS SEWER LATERAL EASEMENT AGREEMENT
("Agreement") is made this _____ day of _____, 2023, by
CONSTANCE WOODS, LLC, a Wisconsin limited liability company
("Constance Woods").

RECITALS:

WHEREAS, Constance Woods owns certain real property
located in the Village of Williams Bay ("Village"), more particularly
described in the attached **Exhibit A** incorporated herein ("Property"); and

WHEREAS, to enable the Village, in its sole discretion, to install public sanitary sewer main
facilities, Constance Woods is willing to grant a permanent, non-exclusive easement for a municipal sanitary sewer
main and all associated facilities and appurtenances (collectively, "Sanitary Sewer Main Facilities") over a twenty
(20) foot-wide portion of the Property, more particularly described in the attached **Exhibit B** incorporated herein,
and depicted in the attached **Exhibit C** incorporated herein ("Easement Area").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which
are hereby acknowledged, the following grants, agreements, covenants and restrictions are hereby made.

1. **Grant of Easement.** Constance Woods hereby grants and conveys to the Village and its agents and
licensees, a perpetual, non-exclusive easement and right-of-way, across, under and within the Easement
Area, for the purpose of constructing, operating, maintaining, repairing, and replacing the underground
Sanitary Sewer Main Facilities. The Sanitary Sewer Main Facilities shall be underground and buried to a
sufficient depth so as to avoid any interference or restriction with Constance Woods' use of the Easement
Area, except that any above-ground Sanitary Sewer Main Facilities shall placed at grade.
2. **Maintenance of Sanitary Sewer Main Facilities.** The Village shall be responsible for the design,
installation, maintenance, repair and replacement of the Sanitary Sewer Main Facilities, without assessment
or cost to Constance Woods. The foregoing notwithstanding, Constance Woods, as a municipal water and
sanitary sewer customer, shall be responsible for all assessments and costs charged in accordance with
schedules used throughout the Village for all such customers.
3. **Restoration of Surface.** The Village shall restore any portion of the Property disturbed by activities of the
Village within the Easement Area to its condition before the disturbance; provided, however, that the
Village shall not replace any trees or shrubbery within the Easement Area. The parties acknowledge and
agree that storm water management facilities may be installed over portions of the Easement Area to serve
Constance Woods' pending improvements on the Property.
4. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and
burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by
Constance Woods and the Village and their respective successors and assigns. Constance Woods and any
successor or assign of Constance Woods as a fee simple owner of the Property shall cease to have any

Recording Area

Name and Return Address

Lisle W. Blackburn
GODFREY, LEIBSLE, BLACKBOURN
& HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin 53121

WA499800001

Parcel Identification Number (PIN)

liability under this Agreement with respect to facts or circumstances arising after Constance Woods or its successor or assign has transferred its fee simple interest in the Property.

5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
6. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Walworth County, Wisconsin.
7. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
8. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one instrument, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Village of Williams Bay, a Wisconsin municipal corporation

By: _____

Attest: _____

APPROVAL OF BOARD OF TRUSTEES

This Agreement was approved by the Board of Trustees of the Village of Williams Bay by Resolution dated the _____ day of _____, 2023.

This instrument was drafted by:

Samantha M. McCoy
GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin 53121
Telephone: (262) 723-3220
Email: smccoy@godfreylaw.com

Constance Woods, LLC, a Wisconsin limited liability company

By: _____

STATE OF _____)
COUNTY OF _____) ss.

Personally came before me this _____ day of October, 2023, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, _____
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF CONSTANCE WOODS PROPERTY

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

See attached.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Northeast 1/4 of the Northwest 1/4 of Section 12, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Northeast 1/4 of the Northwest 1/4 of Section 12, Township 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, bounded and described as follows:

PERMANENT SANITARY SEWER EASEMENT (20' width):

The centerline of a permanent sanitary sewer easement commencing at the North 1/4 corner of said Northwest 1/4 of Section 12; thence bearing S88°39'51"W, along the South line of said Section 1, a distance of 660.39 feet to the Easterly line of Lot 1 of Certified Survey Map (CSM) No. 4998; thence bearing S00°46'24"E along said line, a distance of 228.69 feet to the Point of Beginning (POB); thence bearing S80°50'35"W, a distance of 83.69 feet; thence bearing S79°19'45"W, a distance of 294.19 feet; thence bearing S70°57'50"W, a distance of 151.93 feet; thence bearing S17°15'44"W, a distance of 33.73 feet; thence bearing S66°10'56"W, a distance of 8.10 feet to the Westerly line of said CSM 4998, said point being the Point of Termination of said centerline. The sidelines of which are to be prolonged or shortened to terminate at the property lines of the subject parcel, containing 11,432 square feet more or less of land. Subject to, but not limited to, covenants, restrictions and easements of record.



PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/19/23) CHECKED BY: TAYLOR PLACEK (10/19/23)

EXHIBIT C
LEGAL DESCRIPTION & DEPICTION OF EASEMENT AREA

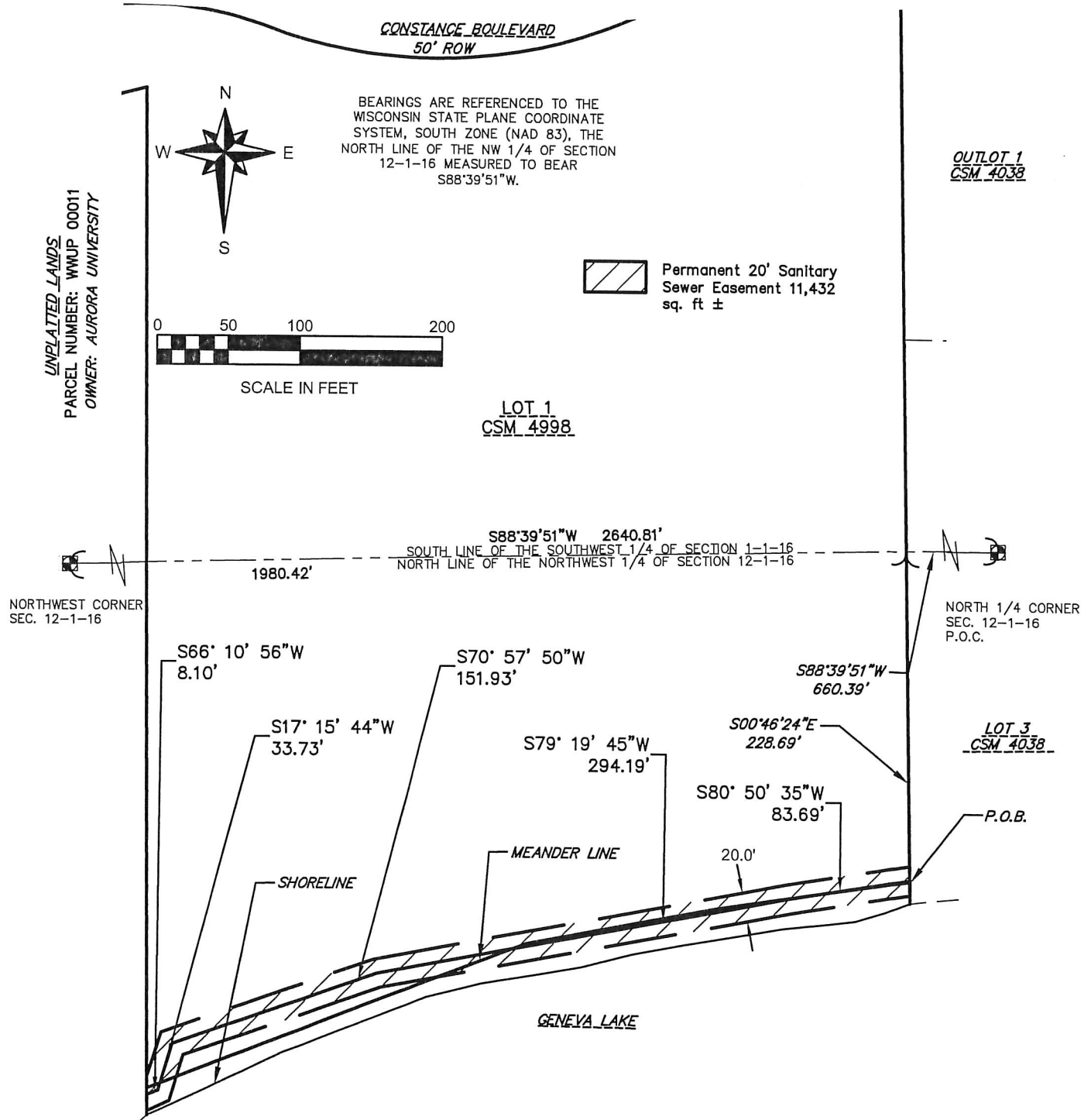
See attached.

NOTE: The undersigned hereby directs viewers to ignore the printed text material on the map portion of the following. With regard to such map portion, only the spatial relationships of the illustrations on the map are presented for your information.

Signed by: _____
_____, agent for Constance Woods, LLC

Date: _____, 2023

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Northeast 1/4 of the Northwest 1/4 of Section 12, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.



Ruekert • Mielke
www.ruekertmielke.com

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Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/19/23) CHECKED BY: TAYLOR PLACEK (10/19/23)

Document Number	Document Name RELEASE AND TERMINATION OF EXISTING SANITARY SEWER EASEMENT
Recording Area Name and Return Address Lisle W. Blackbourn Godfrey, Leibsle, Blackbourn & Howarth, S.C. 354 Seymour Ct., Elkhorn, WI 53121	
WA499800001 Parcel Identification Number (PIN)	

This instrument was drafted by:
Attorney Samantha M. McCoy
GODFREY, LEIBSLE,
BLACKBOURN & HOWARTH, S.C.
354 Seymour Court
Elkhorn, WI 53121



RELEASE AND TERMINATION SIGNATURE PAGE

Dated: _____

Constance Woods, LLC

By: _____

ACKNOWLEDGMENT

State of _____)
 _____) ss.
 _____ County)

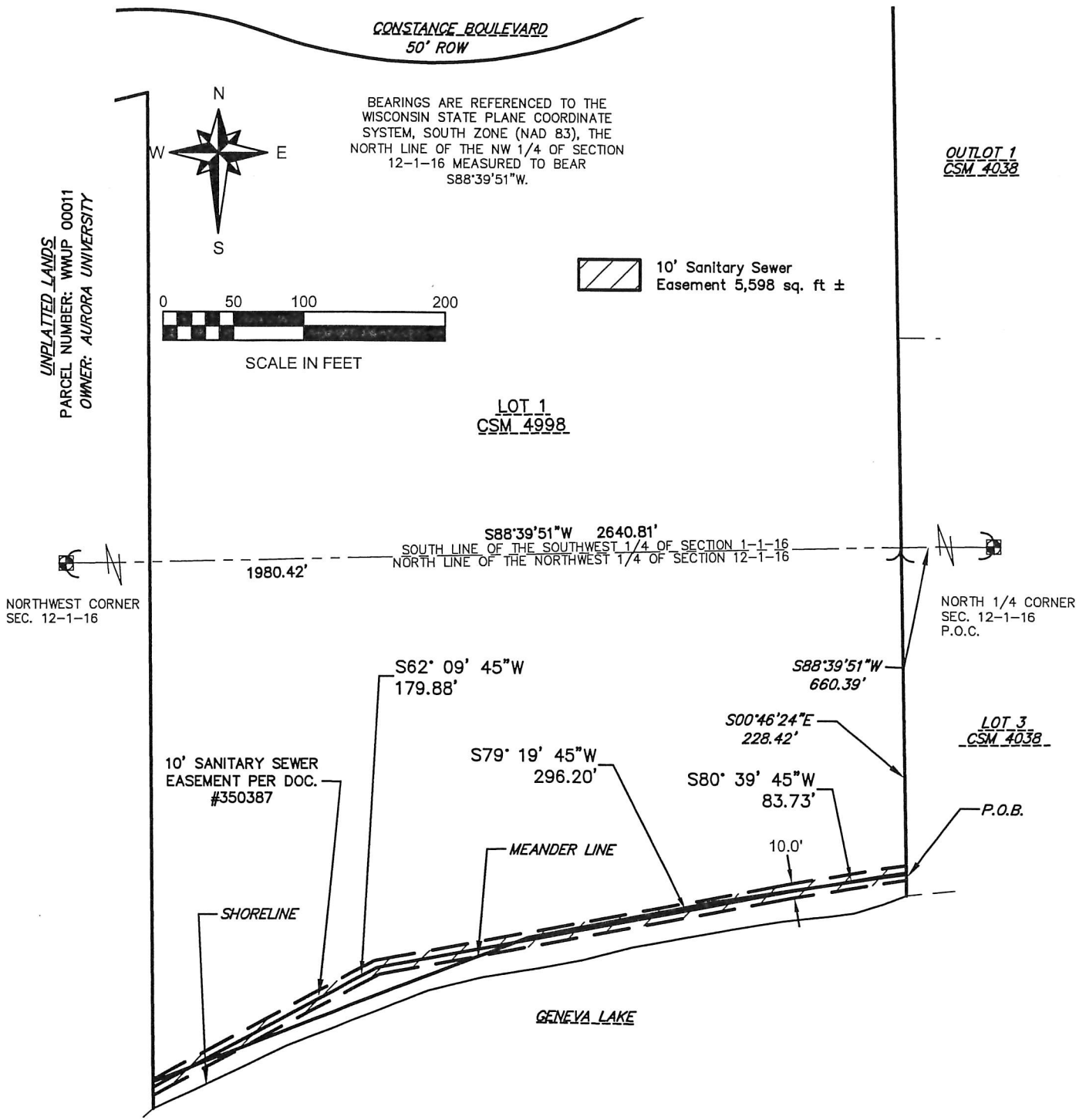
Personally came before me this ____ day of _____, 2023, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Walworth County, WI
My commission _____

EXHIBIT A
Legal Description of Constance Woods Property

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Northeast 1/4 of the Northwest 1/4 of Section 12, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.



Ruekert•Mielke
www.ruekertmielke.com

PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

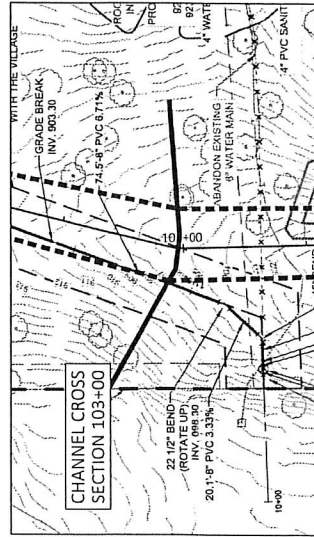
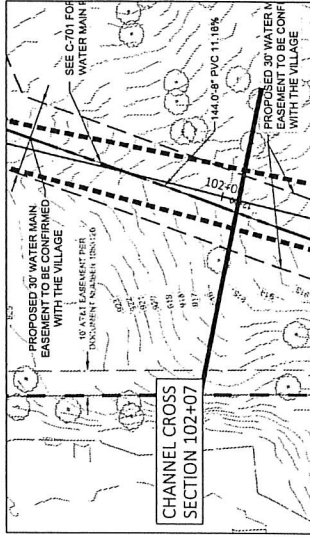
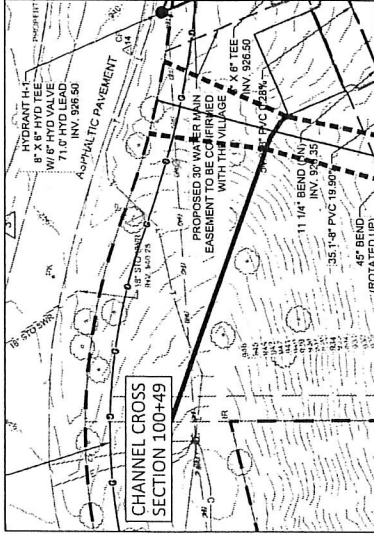
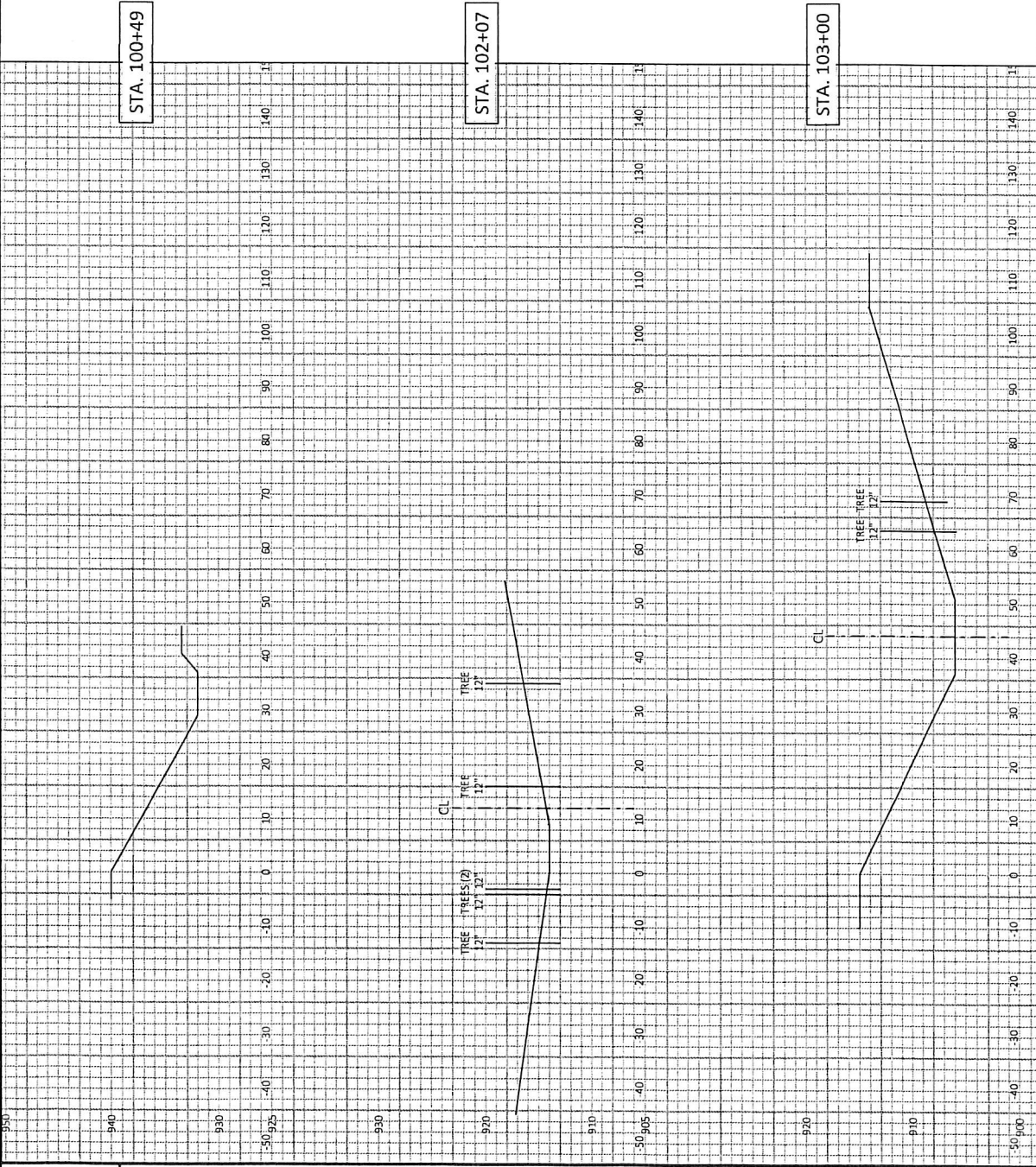
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W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

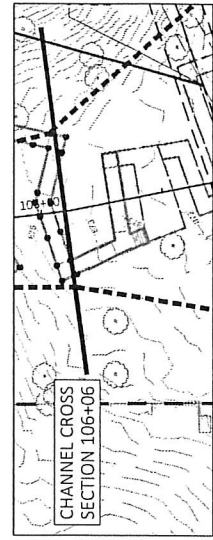
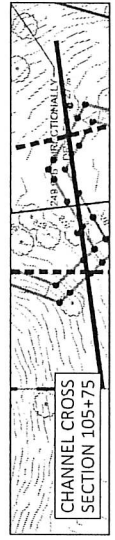
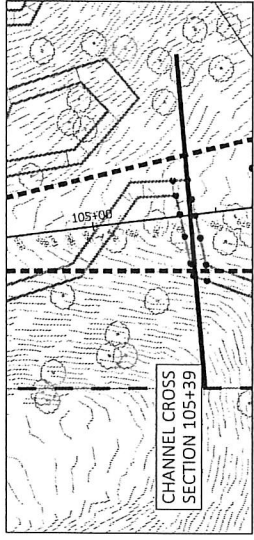
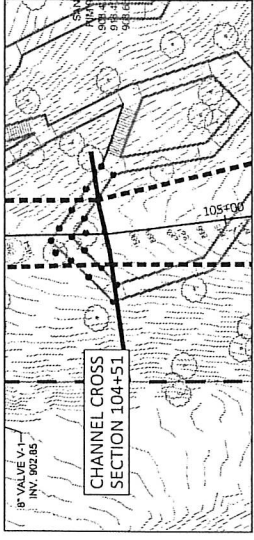
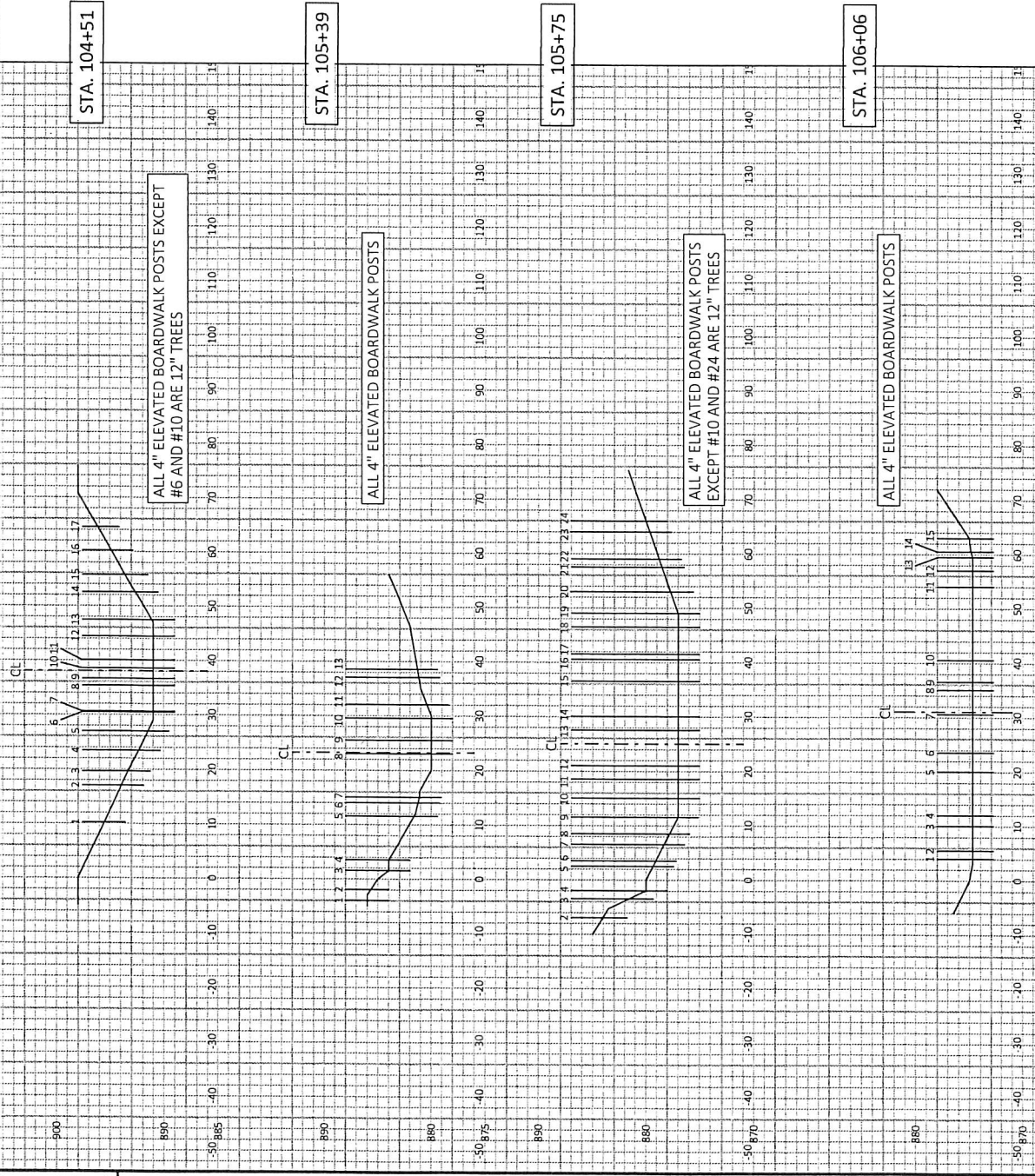
THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/19/23) CHECKED BY: TAYLOR PLACEK (10/19/23)



Cross-Section	Flow Depth (d) (feet)	Flow Width (w) (feet)
100+49	0	18.5
102+07	0.4	42
103+00	0	26
104+51	0.3	31
105+39	0.099	29
105+75	0.3	46
108+06	0.099	66

OFFICIALS	E
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2024

Village of Williams Bay

Village Board

Regularly Scheduled Meeting Dates*

Meeting Dates

Tuesday, January 2, 2024**	July 1, 2024
January 15, 2024	July 15, 2024
February 5, 2024	August 5, 2024
February 19, 2024	August 19, 2024
March 4, 2024	Tuesday, September 3, 2024**
March 18, 2024	September 16, 2024
April 8, 2024	October 7, 2024
April 22, 2024	October 21, 2024
May 6, 2024	November 4, 2024
May 20, 2024	November 18, 2024
June 3, 2024	December 2, 2024
June 17, 2024	December 16, 2024

*The Village of Williams Bay Village Board typically meets at 6:30 p.m. every 1st and 3rd Monday of each month.

**Normal meeting date falls on a Holiday



2024

Village of Williams Bay

Joint Meeting of the Village Board Committee of the Whole & Committees

Regularly Scheduled Meeting Dates*

Meeting Dates

Tuesday, January 2, 2024**

February 5, 2024

March 4, 2024

April 8, 2024

May 6, 2024

June 3, 2024

July 1, 2024

August 5, 2024

Tuesday, September 3, 2024**

October 7, 2024

November 4, 2024

December 2, 2024

*The Village of Williams Bay Joint Meeting of the Village Board Committee of the Whole and Committees typically meets at 6:45 p.m or immediately after the Village Board of Trustees Meeting. every 1st Monday of each month.

**Normal meeting date falls on a Holiday



October 20, 2023

Administration

Mark W. Luberda
County Administrator

Re: Commitment to Support a Study of EMS Services

Dear William B. Duncan:

The purpose of this letter is to update your community on the activities of Walworth County's Fire/EMS Study Committee and to confirm your community's commitment to support a study of EMS services, including that you will expect participation for data collection by your Fire/EMS chief.

As a matter of background, the County first established a Fire/EMS Study Committee on November 7, 2016. Per the authorizing resolution, the Committee was established because "Walworth County towns and municipalities have requested assistance from the County to study ways in which fire and emergency medical service (EMS) services can be made more sustainable throughout the County." That effort ultimately stalled with the pandemic's impact on both County and municipal governments.

The Walworth County Executive Committee in July of 2022, therefore, approved a motion to reestablish the Fire/EMS Study Committee. While the Committee was being reestablished, the County Board approved a resolution appropriating \$22,000 of ARPA resources "to fund an EMS study." After filling vacancies on the Committee, the reestablished Fire/EMS Study Committee held its first meeting on November 17, 2022. In April 2023, the committee discussed and approved meeting with the nonpartisan Wisconsin Policy Forum (WPF) to further investigate the WPF conducting an analysis of existing EMS capabilities and potential options for enhanced EMS services and efficiencies, as well as for opportunities for mutually beneficial cooperation and collaboration. This direction would be consistent with the original 2016 request of communities.

I will shortly be scheduling a meeting for the Fire/EMS Study Committee with the WPF to discuss in greater detail the methodology used by the WPF, as well as the nature of the work product and structure of the results that can be expected. Assuming the information gathered at that meeting is acceptable, it is the intent of the Fire/EMS Study Committee to recommend that the County

100 W. Walworth
P.O. Box 1001
Elkhorn, WI 53121
262.741.4385 Tel
262.741.4390 Fax

contract with the WPF for the study. Per the County Board resolution, that directive from Committee gives me the authority to finalize a scope of services and contract for the EMS study.

The Fire/EMS Study Committee also directed that its intent be communicated to governmental and fire protection leadership (per this letter) to make sure the communities still want the project originally requested by the communities. Additionally, a presentation on the topic was to be given to Intergovernmental Cooperation Council (ICC) in June 2023, per the Committee's request. At that meeting, the ICC approved a motion to have the Fire/EMS Study Committee start working with the WPF on the study while at the same time beginning the process of making sure each of the communities want to participate and will expect the participation of their respective chiefs.

Therefore, both the Fire/EMS Study Committee and the ICC have asked that the communities of Walworth County reconfirm their support for and cooperation with the study, as had been initially provided in 2016. The next steps toward contracting for the study will continue to move forward while each community considers and responds to this letter. Without accurate data your community can provide about current resources, EMS services, and service demand levels, for example, the study would be significantly handicapped from achieving meaningful and reliable results.

The Fire/EMS Study Committee reviewed similar study efforts by multiple Wisconsin counties and communities and is on record favoring an approach similar to that undertaken in Ozaukee County, with the additional considerations of growth patterns and mid-term options. I have attached a copy of the Wisconsin Policy Forum's Ozaukee County study for your information. The document provides an example of the data used in the study, but the results will be customized to and driven by Walworth County's unique circumstances.

I appreciate your consideration of the request of the Fire/EMS Study Committee and the ICC that your community participate in supporting the study. I hope that you find this update and the attached document informative and look forward to your response. Please feel free to reach out to me directly with any questions you may have.

Sincerely,



Mark W. Lubenda
County Administrator

Enclosure

cc: Tina Kolls, Village Clerk
Doug Smith, Fire Chief



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES VILLAGE BOARD 12/4/2023 MEETING MONDAY, DECEMBER 4, 2023 AT 6:00 PM VILLAGE HALL COUNCIL ROOM 250 WILLIAMS STREET WILLIAMS BAY, WI 53191

I. Call to Order

Clerk Kolls called the meeting to order at 06:00pm.

II. Roll Call

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

Also Present: Administrator David Lothspeich, Village Engineer Doug Snyder, Police Chief Justin Timm, Public Works Director Wayne Edwards, Clerk Tina Kolls

Excused: President Bill Duncan

The motion to nominate Lowell Wright to Chair the remainder of the meeting was initiated by Trustee D'Alessandro and seconded by Trustee Vlach. Unanimously carried.

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

IV. Items for Discussion

A. Consider a Motion to Convene Into Closed Session

The Motion to Convene Into Closed Session was initiated by Trustee Umans and seconded by Trustee Vlach at 06:03pm.

Votes:

Yes: Trustee Jaramillo, Trustee D'Alessandro, Trustee Wright, Trustee Umans, Trustee Vlach, Trustee Russell

No: None

Abstain: None

Result: Passes

1. Pursuant to the exemption contained in Wis. Stats. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
 - Recreation Director position
 2. Pursuant to the exemption contained in Wis. Stats. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business.
 - Development Agreement with Constance Woods, LLC
- B. Motion to reconvene into open session

The Motion to reconvene into open session was initiated by Trustee Vlach and seconded by Trustee D'Alessandro at 06:59pm. Unanimously carried.

C. Possible discussion of/action for those items discussed in closed session

The motion to post the position for a full-time Recreation Director as well as to accept Dave Rowlands' resignation effective December 31, 2023, was initiated by Trustee Russell and seconded by Trustee D'Alessandro. Unanimously carried.

V. PUBLIC COMMENTS

Jim Killian, 91 Potawatomi, spoke in support of the Womens Leadership Center project. Killian also spoke in opposition to the easements included in the development agreement being requested by the Village of Williams Bay.

Don Mason, 508 Wiswell, Spoke in agreement of the easements included in the development agreement being requested by the Village of Williams Bay.

Karl Sorvick, spoke in support of hiring a full-time Recreation Director to replace Dave Rowland.

VI. Other Items for Discussion, Consideration, or Action

A. Development Agreement with Constance Woods, LLC

Trustee Wright explained that this item will be addressed under the Plan Commission Section item B along with the Site Plan.

VII. Plan Commission

A. APPLICANT: Constance Woods, LLC (Owner)

TAX KEY: WA499800001

STREET ADDRESS: 327 W. Constance Blvd, Village of Williams Bay

Applicant requests a conditional use permit per zoning code section 390-0223.C (5) *P & I Public and Institutional District – Indoor Institutional – Intensive* and Section 390-0821 *Group Development and Large Development Standards* to construct a Women's Leadership Center consisting of three structures with a total combined conditioned space of 24,894 square feet and a small storage accessory structure.

The motion to approve the conditional use permit per zoning code section 390-0223.C (5) *P & I Public and Institutional District – Indoor Institutional – Intensive* and Section 390-0821 *Group Development and Large Development Standards* to construct a Women's Leadership Center consisting of three structures with a total combined conditioned space of 24,894 square feet and a small storage accessory structure was initiated by Trustee Vlach and seconded by Trustee Umans. Unanimously carried.

B. APPLICANT: Constance Woods, LLC (Owner) TAX KEY: WA499800001

STREET ADDRESS: 327 W. Constance Blvd, Village of Williams Bay

The applicant is requesting approval of a site plan for development in the P & I Public and Institutional

District per Section 390-1206 Site Plan.

The motion to approve the site plan for development in the P & I Public and Institutional District per Section 390-1206 Site Plan subject upon a development agreement between the Village of Williams Bay and Constance Woods, LLC was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

VIII. Minutes

A. Village Board Meeting Minutes of November 20, 2023

The motion to approve the Village Board Meeting Minutes of November 20, 2023 was initiated by Trustee Umans and seconded by Trustee Vlach. Unanimously carried.

IX. Presentation of accounts and petitions

A. Payroll ending 11-17-2023 in the amount of \$42,221.89

The motion to approve the Payroll ending 11-17-2023 in the amount of \$42,221.89 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

B. Accounts Payable Unpaid dated 12-01-2023 in the amount of \$352,393.43

The motion to approve the Accounts Payable Unpaid dated 12-01-2023 in the amount of \$352,393.43 was initiated by Trustee Wright and seconded by Trustee Vlach. Unanimously carried.

X. Public Hearing - Proposed Village of Williams Bay Annual Budget for Year 2024

A. Open Public Hearing

Trustee Wright opened the public hearing at 07:22 pm.

B. 2024 Budget Public Hearing Notice

C. 2024 Proposed Budget Presentation

Eric Davidson, Bauman & Associates, presented the proposed 2024 budget. The highlights included:

General Funds Revenues	2023 Estimated Actual	2023 Adopted Budget	2024 Proposed Budget
General Property Tax	\$1,776,259	\$2,704,336	\$1,763,209
Other Taxes	\$330,533	\$258,950	\$254,850
Intergovernmental Revenues	\$285,525	\$358,897	\$463,544
Licenses & Permits	\$231,990	\$180,875	\$154,170
Fines & Forfeitures	\$49,258	\$42,250	\$30,267
Public Charges for Services	\$558,628	\$376,215	\$387,500
Miscellaneous Revenues	\$28,538	\$14,250	\$23,750
Commercial	\$634,044	\$332,645	\$435,000
Operating Transfer(s) In	\$0	\$50,000	\$0
TOTAL REVENUES	\$3,894,775	\$4,318,418	\$3,512,290

General Fund Expenditures	2023 Estimated Actual	2023 Adopted Budget	2024 Proposed Budget
General Government	\$1,259,433	\$637,533	\$989,060
Public Safety	\$1,254,266	\$2,243,868	\$1,364,886
Public Works	\$723,262	\$632,414	\$651,976
Culture, recreation	\$381,289	\$329,502	\$291,900

& education			
Leisure	\$175,763	\$162,268	\$178,808
Contingency	\$83,444	\$148,288	\$35,660
TOTAL EXPENDITURES	\$3,877,457	\$4,153,873	\$3,512,290

Village of Williams Bay Mill Rate History

Year	Mill Rate per \$1000
2023	\$3.44
2022	\$3.46
2021	\$3.60
2020	\$3.57
2019	\$3.60
2018	\$3.60
2017	\$3.45
2016	\$3.30
2015	\$3.24

D. Close Public Hearing

Trustee Wright closed the public hearing at 07:33 pm.

XI. Adoption of Year 2024 Annual Budget & Establishing The Property Tax Levy for the Village of Williams Bay

A. Resolution R-83-23 Adopting The 2024 Annual Budget and Establishing The Property Tax Levy For The Village of Williams Bay

The motion to approve resolution R-83-23 Adopting The 2024 Annual Budget and Establishing The Property Tax Levy For The Village of Williams Bay was initiated by Trustee D'Alessandro and seconded by Trustee Vlach. Unanimously carried.

XII. President's Remarks

A. Request by Williams Bay School to make an informational presentation in 2024 on a possible referendum.

Trustee Wright explained that the Williams Bay School Board requested a joint meeting to make an informational presentation in 2024 on a possible referendum.

XIII. Ordinances and Resolutions

A. Resolution R-81-23 Updating Signatory Cards Authorizations With Various Financial Institutions For The Village of Williams Bay

The motion to approve resolution R-81-23 Updating Signatory Cards Authorizations With Various Financial Institutions For The Village of Williams Bay was initiated by D'Alessandro and seconded by Trustee Umans. Unanimously carried.

XIV. Public Comments

There were no public comments.

XV. Other Items for Discussion, Consideration, or Action

- A.** Resolution R-84-23 Approving Amendments to the Police Department Hiring and Promotion Procedure Eliminating Requirement to Post Part-Time Employment Applications.

The motion to approve resolution R-84-23 Approving Amendments to the Police Department Hiring and Promotion Procedure Eliminating Requirement to Post Part-Time Employment Applications was initiated by Trustee Umans and seconded by Trustee Vlach. Unanimously carried.

- B.** Resolution to Appoint Election Inspectors for the 2024-2025 Term

The motion to approve resolution R-82-23 to Appoint Election Inspectors for the 2024-2025 Term was initiated by Trustee D'Alessandro and seconded by Trustee Vlach. Unanimously carried.

XVI. Adjournment

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Vlach at 07:42pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

Pay Period Date: 11/18/2023 - 12/1/2023
 Pay Date: 12/8/2023

Department	Gross Regular Wages	Gross OT Wages	Payroll Taxes & Deductions	Net Wages
Crossing Guard	\$591.18	\$0.00	\$45.81	\$545.37
General Administration	\$8,019.62	\$0.00	\$3,709.57	\$4,310.05
KNC	\$2,000.00	\$0.00	\$671.97	\$1,328.03
Lakefront/Beach	\$3,012.08	\$0.00	\$1,088.32	\$1,923.76
Library	\$6,605.78	\$0.00	\$2,420.51	\$4,185.27
Municipal Court	\$1,259.42	\$0.00	\$166.38	\$1,093.04
Parks	\$0.00	\$0.00	\$0.00	\$0.00
Police	\$24,867.15	\$2,092.04	\$9,401.68	\$17,557.51
Protective Services (F&R)	\$5,535.01	\$0.00	\$1,034.28	\$4,500.73
Public Works/W&S	\$13,307.86	\$761.77	\$5,173.85	\$8,895.78
Recreation Department	\$3,155.70	\$0.00	\$869.46	\$2,286.24
Village Board	\$0.00	\$0.00	\$0.00	\$0.00
Total Net Wages				\$46,625.78

Payroll Register - Detail by Department

GL Account and Title	Description	Amount	Date Paid	GL Period
TOWN BANK N.A.				
200-57427-000 INTEREST EXPENSE	DEBT SERVICE INTERES	3,358.53		1223
200-57934-000 WATER DEBT SERVICE PRINCIPAL	DEBT SERVICE PRINCIP	49,937.90		1223
Total TOWN BANK N.A.:		53,296.43		
Grand Totals:		53,296.43		

Village Board Approval Date: _____

GL Account and Title	Description	Amount	GL Period
1223			
ABRAHAM'S ON-SITE SHREDDING			
100-51410-160 GEN ADMIN SUPPLIES	SHREDDING SERVICES	65.50	1223
Total ABRAHAM'S ON-SITE SHREDDING:		65.50	
ACCURATE APPRAISAL			
100-51520-000 ASSESSOR CONTRACT	MONTHLY CONTRACT AMOUNT	1,500.00	1223
Total ACCURATE APPRAISAL:		1,500.00	
AMAZON CAPITAL SERVICES			
100-51410-160 GEN ADMIN SUPPLIES	VH OFFICE SUPPLIES	84.51-	1223
100-52130-150 EMERGENCY MANAGEMENT	EMERGENCY MANAGEMENT	525.23	1223
100-51410-160 GEN ADMIN SUPPLIES	VH OFFICE SUPPLIES	94.66	1223
Total AMAZON CAPITAL SERVICES:		535.38	
AUSTIN PIER SERVICE			
100-55411-154 LAKEFRONT PIER INSTALLATION	LAUNCH AND MUNICIPAL PIER	9,460.00	1223
Total AUSTIN PIER SERVICE:		9,460.00	
BAXTER WOODMAN			
100-51405-000 BILLABLE SERVICES	WALWORTH & LIECHTY	150.00	1223
200-57924-000 WATER ENGINEERING EXPENSE	CLOVER & WITTIG WATER MAI	9,000.00	1223
100-54310-175 STREETS ROAD MAINTENANCE	PASER RATING MAP	1,290.00	1223
Total BAXTER WOODMAN:		10,440.00	
BAY LOCK SERVICE			
100-55210-160 REC DEPT SUPPLIES	3 KEYS	7.50	1223
100-55410-150 PARKS REPAIRS/MAINT	KEYS	22.00	1223
Total BAY LOCK SERVICE:		29.50	
BLUESTONE SAFETY PRODUCTS INC			
100-52120-125 POLICE UNIFORMS	POLICE UNIFORMS	69.85	1223
Total BLUESTONE SAFETY PRODUCTS INC:		69.85	
CENTRAL PRINTING CORP.			
100-51410-160 GEN ADMIN SUPPLIES	BUSINESS CARDS - WIESE	79.00	1223
Total CENTRAL PRINTING CORP.:		79.00	
CERTA SITE			
300-58966-160 SEWER OPERATING SUPPLIES	SEWER AND WATER ANNUAL I	262.75	1223
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	LIBRARY FIRE EXTINGUISHER I	84.99	1223
100-51730-150 VH BLDG REPAIRS/MAINT	VH ANNUAL INSPECTION	411.14	1223
100-52320-150 FIRE DEPT REPAIRS/MAINT	FIRE DEPT ANNUAL INSPECTIO	444.06	1223
Total CERTA SITE:		1,202.94	
CITY OF BURLINGTON DEPT OF PUBLIC WORKS			
200-57623-170 WATER TESTING	BACTERIOLOGICAL WATER TE	80.00	1223

GL Account and Title	Description	Amount	GL Period
Total CITY OF BURLINGTON DEPT OF PUBLIC WORKS:		80.00	
CONTINENTAL HYDRODYNE SYSTEMS			
200-57632-160 WATER TREATMENT SUPPLIES	CHEMICALS	893.66	1223
Total CONTINENTAL HYDRODYNE SYSTEMS:		893.66	
CORE & MAIN			
200-57651-150 WATER MAINS REPAIRS/MAINT	SUPPLIES	260.42	1223
Total CORE & MAIN:		260.42	
DEPARTMENT OF WORKFORCE DEVELOPMENT			
100-51410-115 GEN ADMIN UNEMPLOYMENT	UNEMPLOYMENT WAGES LATE	50.00	1223
Total DEPARTMENT OF WORKFORCE DEVELOPMENT:		50.00	
ENERGENECS			
200-57631-160 WATER TREATMENT CHEMICALS	ACCU-TAB SI TABLETS	10,900.00	1223
Total ENERGENECS:		10,900.00	
GORDON FLESCH			
100-51410-162 GEN ADMIN COPIER EXPENSE	VH COPIER CHARGES	181.47	1223
100-55210-200 REC DEPT TELEPHONE	REC DEPT COPIER CHARGES	48.46	1223
Total GORDON FLESCH:		229.93	
GRAINGER INC.			
200-57635-150 WATER TREATMENT REPAIRS/ MAINT	SUPPLIES	40.86	1223
200-57635-150 WATER TREATMENT REPAIRS/ MAINT	SUPPLIES	59.31	1223
Total GRAINGER INC.:		100.17	
GRAY'S INC.			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	STREETS EQUIPMENT REPAIR	1,660.80	1223
Total GRAY'S INC.:		1,660.80	
HYDRO CORP			
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	1,351.00	1223
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	459.00	1223
Total HYDRO CORP:		1,810.00	
JM PUBLIC SAFETY			
100-52120-190 POLICE TRAINING	POLICE TRAINING	100.00	1223
Total JM PUBLIC SAFETY:		100.00	
LEAGUE OF WIS MUNICIPALITIES			
100-51920-000 LEAGUE EXPENSES/DUES	2024 DUES	3,706.81	1223
Total LEAGUE OF WIS MUNICIPALITIES:		3,706.81	
MARTEN, CALEB			
100-55210-275 REC DEPT PROGRAM EXPENSES	POTLUCK PREP/ SERVING	66.00	1223

GL Account and Title	Description	Amount	GL Period
Total MARTEN, CALEB:		66.00	
MUNICIPAL CODE ENFORCEMENT LLC			
100-53100-220 STR ENFORCEMENT CONTRACT	STR CODE ENFORCEMENT	1,089.60	1223
100-53100-215 CODE ENFORCEMENT CONTRACT	CODE ENFORCEMENT	2,164.80	1223
Total MUNICIPAL CODE ENFORCEMENT LLC:		3,254.40	
NIEUWENHUIS BROS. INC.			
225-54635-131 RECYCLING FEES	RECYCLING CURBSIDE PICKU	6,805.76	1223
225-54635-165 RECYCLING TIPPING FEES	RECYCLING TIPPING	1,057.33	1223
100-54710-000 REFUSE COLLECTIONS	REFUSE CURBSIDE PICKUP	12,762.88	1223
100-54710-000 REFUSE COLLECTIONS	6YD ROLL BIN	130.00	1223
225-54635-165 RECYCLING TIPPING FEES	RECYCLING SURCHARGE	1,450.00	1223
Total NIEUWENHUIS BROS. INC.:		22,205.97	
NORTHERN LAKE SERVICE INC.			
200-57623-170 WATER TESTING	NITROGEN, NITRATE	42.74	1223
200-57623-170 WATER TESTING	LEAD & COPPER ANALYSIS	99.00	1223
200-57623-170 WATER TESTING	WATER TESTING	2,085.00	1223
Total NORTHERN LAKE SERVICE INC.:		2,226.74	
ODLING CONSTRUCTION INC.			
200-57651-150 WATER MAINS REPAIRS/MAINT	POTAWATOMI RD REPAIR OF W	2,034.52	1223
Total ODLING CONSTRUCTION INC.:		2,034.52	
OLD DOMINION BRUSH			
225-54635-150 RECYCLING REPAIRS/MAINT	REPAIR PARTS	796.41	1223
Total OLD DOMINION BRUSH:		796.41	
PATS SERVICES INC			
200-57631-160 WATER TREATMENT CHEMICALS	LIME SLUDGE	2,140.00	1223
100-55210-271 REC DEPT BASEBALL EXPENSES	PORTABLE TOILET RENTAL TH	108.38	1223
Total PATS SERVICES INC:		2,248.38	
PREMIUM WATERS INC			
100-51730-160 VH BLDG SUPPLIES	VH WATER DELIVERY	22.49	1223
100-55210-160 REC DEPT SUPPLIES	REC DEPT WATER DELIVERY	14.24	1223
Total PREMIUM WATERS INC:		36.73	
ROTE OIL CO.			
200-57601-150 WELL #1 - REPAIRS	WATER DEPARTMENT OIL	451.21	1223
Total ROTE OIL CO.:		451.21	
SAFEBUILT LLC			
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING INSPECTION FEES	12,858.41	1223
Total SAFEBUILT LLC:		12,858.41	

GL Account and Title	Description	Amount	GL Period
SCHWAAB INC			
100-51410-160 GEN ADMIN SUPPLIES	NAME PLATE-JENNIFER WIESE	33.49	1223
100-51410-160 GEN ADMIN SUPPLIES	ENGRAVED NAMEPLATE ELLIE	19.00	1223
Total SCHWAAB INC:		52.49	
SECURIAN FINANCIAL GROUP INC			
100-52120-124 POLICE LIFE INSURANCE	POLICE LIFE INS	78.76	1223
100-54310-124 STREETS LIFE INSURANCE	STREETS LIFE INSURANCE	26.28	1223
100-55410-124 PARKS LIFE INSURANCE	PARKS LIFE INSURANCE	3.40	1223
200-57630-124 WATER TREATMENT - LIFE INS	WATER TREATMENT LIFE INSU	10.11	1223
200-57640-124 WATER DISTRIBUTION - LIFE INS	WATER DISTRIBUTION LIFE INS	10.11	1223
230-58100-124 KNC LIFE INSURANCE	KNC LIFE INSURANCE	3.86	1223
100-51410-124 GEN ADMIN LIFE INSURANCE	GEN ADMIN LIFE INSURANCE	68.12	1223
400-58100-123 LIBRARY HEALTH INSURANCE	LIBRARY LIFE INSURANCE	47.33	1223
100-21257 LIFE INSURANCE PAYABLE	EMPLOYEE CONTRIBUTION	266.96	1223
Total SECURIAN FINANCIAL GROUP INC:		514.93	
SEYMOUR KREMER KOCH LLC			
100-51405-000 BILLABLE SERVICES	226 CIRCLE PKWY	2,986.50	1223
Total SEYMOUR KREMER KOCH LLC:		2,986.50	
SHARE CORP			
100-54310-160 STREETS SUPPLIES	SUPPLIES	165.55	1223
Total SHARE CORP:		165.55	
STANEK, MARC			
100-52120-125 POLICE UNIFORMS	POLICE UNIFORMS	139.19	1223
Total STANEK, MARC:		139.19	
STATE OF WI - COURT FINES			
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF COURT FI	1,908.64	1223
Total STATE OF WI - COURT FINES:		1,908.64	
THE POLICE AND SHERIFFS PRESS			
100-52120-125 POLICE UNIFORMS	POLICE UNIFORMS	48.05	1223
Total THE POLICE AND SHERIFFS PRESS:		48.05	
VERITIV OPERATING COMPANY			
100-51410-160 GEN ADMIN SUPPLIES	FUEL SURCHARGE	10.50	1223
Total VERITIV OPERATING COMPANY:		10.50	
VON BRIESEN & ROPER, S.C.			
100-51610-000 LEGAL SERVICES	LABOR & EMPLOYMENT	535.50	1223
Total VON BRIESEN & ROPER, S.C.:		535.50	
W.S. DARLEY & CO.			
215-52320-165 FIRE DUES 2% EXPENDITURES	HOSE	160.95	1223
215-52320-165 FIRE DUES 2% EXPENDITURES	SUPPLIES	119.08	1223

GL Account and Title	Description	Amount	GL Period
Total W.S. DARLEY & CO.:		280.03	
WALCOMET			
300-58980-300 WALCOMET SEWERAGE EXPENSES	MONTHLY BILLING	51,379.05	1223
300-58980-310 WALCOMET SEWER CONNECTION FEE	SEWER CONNECTION - 158 WI	4,000.00	1223
Total WALCOMET:		55,379.05	
WALWORTH COUNTY PUBLIC WORKS			
100-54310-280 SNOW/ICE CONTROL MATERIALS	MATERIALS	233.20	1223
100-54310-280 SNOW/ICE CONTROL MATERIALS	SALT	888.20	1223
Total WALWORTH COUNTY PUBLIC WORKS:		1,121.40	
WALWORTH COUNTY TREASURER-COURT FINES			
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF COURT FI	944.80	1223
Total WALWORTH COUNTY TREASURER-COURT FINES:		944.80	
WI DEPARTMENT OF TRANSPORTATION			
500-54310-140 STREETS/HIGHWAYS	STH 67 PAVING COSTS	749.03	1223
Total WI DEPARTMENT OF TRANSPORTATION:		749.03	
WISCONN VALLEY MEDIA GROUP			
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATIONS	406.20	1223
Total WISCONN VALLEY MEDIA GROUP:		406.20	
WISCONSIN CHIEFS OF POLICE			
100-52120-190 POLICE TRAINING	TRAINING EXPENSES	150.00	1223
100-52120-190 POLICE TRAINING	POLICE TRAINING	100.00	1223
Total WISCONSIN CHIEFS OF POLICE:		250.00	
WISCONSIN DNR			
200-57930-190 WATER TRAINING EXPENSE	WATERWORKS OPERATOR RE	45.00	1223
Total WISCONSIN DNR:		45.00	
WISCONSIN POLICE LEADERSHIP FOUNDATION			
100-52120-190 POLICE TRAINING	TRAINING EXPENSES	275.00	1223
Total WISCONSIN POLICE LEADERSHIP FOUNDATION:		275.00	
WISCONSIN STATE LABORATORY OF HYGIENE			
200-57623-170 WATER TESTING	FLUORIDE	56.00	1223
Total WISCONSIN STATE LABORATORY OF HYGIENE:		56.00	
ZABAWSKI, HANK			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	REIMBURSEMENT	61.25	1223
Total ZABAWSKI, HANK:		61.25	
Total 1223:		155,281.84	

GL Account and Title	Description	Amount	GL Period
Grand Totals:		155,281.84	

Village Board Approval Date: _____

GL Account and Title	Description	Amount	GL Period
1223			
BAKER & TAYLOR			
400-58200-000 ADULT PRINT	ADULT PRINT/ BOOK	2,276.01	1223
400-58201-000 CHILDREN PRINT	CHILDREN'S BOOKS	550.87	1223
Total BAKER & TAYLOR:		2,826.88	
HECKMAN, NANCY			
400-58100-160 LIBRARY SUPPLIES	SUPPLIES	38.12	1223
Total HECKMAN, NANCY:		38.12	
HEMM,MIKE			
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	IT/LICENSES/ CONTRATED SER	50.00	1223
Total HEMM,MIKE:		50.00	
LAKE GENEVA PUBLIC LIBRARY			
410-58255-000 LIB FRIENDS EXPENDITURE	FRIENDS	310.00	1223
Total LAKE GENEVA PUBLIC LIBRARY:		310.00	
MIDWEST TAPE			
400-58200-100 ADULT DIGITAL	ADULT DIGITAL	80.96	1223
400-58200-100 ADULT DIGITAL	ADULT DIGITAL	48.73	1223
400-58200-100 ADULT DIGITAL	ADULT DIGITAL	19.49	1223
400-58200-100 ADULT DIGITAL	ADULT DIGITAL	14.99	1223
Total MIDWEST TAPE:		164.17	
PETTY CASH			
400-58100-161 LIBRARY POSTAGE	POSTAGE EXPENSE	3.92	1223
410-58255-000 LIB FRIENDS EXPENDITURE	WBFD - FRIENDS	50.00	1223
Total PETTY CASH:		53.92	
PLAYAWAY PRODUCTS			
400-58200-000 ADULT PRINT	ADULT BOOKS	364.95	1223
Total PLAYAWAY PRODUCTS:		364.95	
UNIQUE SERVICES			
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	IT/LICENSES/CONTRACTED SE	50.00	1223
Total UNIQUE SERVICES:		50.00	
WILLIAMS BAY HISTORICAL SOCIETY			
410-58330-000 DONOR DESIGNATED EXPENDITURES	DONOR DESIGNATED	250.00	1223
Total WILLIAMS BAY HISTORICAL SOCIETY:		250.00	
Total 1223:		4,108.04	
Grand Totals:		4,108.04	

GL Account and Title	Description	Amount	GL Period
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Village Board Approval Date: _____



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:

Physical Address of Site: 105 Elkhorn Road Williams Bay, Wisconsin 53191

Tax Parcel Number: WOP 00008

Project or Development Name: _____

Applicant

Name: Geneva Lake Environmental Agency

Mailing Address: Po Box 914 Williams Bay, WI 53191

eMail: info@gleawi.org

Phone: 262-245-4532 or 262-683-2067

Owner of Site

Name: MEJC Consulting, LLC c/o Michael J Condron

Mailing Address: PO Box 254 Williams Bay, WI 53191-254

eMail: mjcondron@gmail.com

Phone: 847-815-8086

Legal Representative

Name: Attorney Tyler Jochman

Mailing Address: 110 Arcadian Ave Waukesha, WI 53186

eMail: tyler@jochmanlaw.com

Phone: 414-458-2382

Architect, Engineer, Contractor

Name: _____

Mailing Address: _____

eMail: _____

Application for Village of Williams Bay

Phone: _____

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

PT LOT 7 BLK 1 DESC AS: COM AT PT ON W LN LOT 7 BLK 1 38' N OF SW

COR LOT 7, E 31.1', N 10', E 2.6', N 2.8', ELY 11.2', SLY 2.71', ELY 10.6', S 33',

E 44.5' M/L TO E LN LOT, S IN E LN TO SE COR, W ON S LN SD LOT TO SW

COR, N TO POB. EXC. E 8'. ALSO EASEMENT ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

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

Current Zoning of Site: VC Village Center District

Current Overlay Districts of Site: VC Village Center District

Proposed Zoning of Site: VC Village Center District

Proposed type of structure of use: The structure is currently being used as a retail outlet.

Proposed use of structure or site: Geneva Lake Environmental Agency's office and meeting space
which will serve as a hub for environmental and educational outreach programming for the agency.

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

N/A

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

N/A

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

N/A

Print Applicant's Name: Geneva Lake Environmental Agency

Signature of Applicant:  **Date:** 11/22/2023



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting December 12, 2023

December 5, 2023

A. APPLICANT: Geneva Lake Environmental Agency (Lessee)
TAX KEY: WOP 00008
STREET ADDRESS: 105 Elkhorn Rd, Village of Williams Bay

Applicant is requesting a Certificate of Compliance per Section 390.1211.B(1)(b) "New occupancy and use of an existing building when the new use is of a different land use classification".

The proposed use is office and meeting space and is classified as Office. Exclusively indoor land uses whose primary functions are the handling of information or administrative services. Such land uses do not typically provide services directly to customers on a walk-in or on-appointment basis. The previous retail use and the proposed use have an equivalent need for parking; therefore, approval is recommended.

Respectfully submitted,

Bonnie M. Schaeffer
Zoning Administrator

ORDINANCE #2023-14
AN ORDINANCE CREATING SECTION 390-0822 OF THE CODE OF ORDINANCES
OF THE VILLAGE WILLIAMS BAY CONCERNING SHORE YARD STANDARDS

WHEREAS, the Building, Zoning and Ordinance Committee having recommended to the Village Board the adoption of an ordinance regulating development of shore yard areas by providing standards to owners of properties containing shore yards, in order to preserve the natural beauty of the areas adjacent to Geneva Lake and navigable rivers or streams as well as ensuring conditions which effectively retard water runoff which may adversely affect adjoining waterways and adjoining properties; and

WHEREAS, the Plan Commission of the Village of Williams Bay having held a duly noticed public hearing to address the proposed creation of Section 390-0822; and

WHEREAS, following said public hearing, the plan commission having voted to recommend to the Village Board of the Village of Williams Bay the creation of Section 390-0822 of the Code of Ordinances of the Village of Williams Bay; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is appropriate to accept the recommendations of the Building, Zoning and Ordinance Committee and the Plan Commission, and enact an ordinance providing for shore yard standards regulating the development of shoreland for the reasons stated by the committee, which will serve to protect, promote and enhance the quality of life, public health and safety and general welfare of persons in the village.

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

Section I. Section 390-0822 of the Code of Ordinances of the Village of Williams Bay is hereby created to read as follows:

§390-0822. Shore Yard standards.

In addition to any other applicable use, site, or sanitary regulation, the following restrictions and regulations shall apply to all shore yard, defined as all land lying within 150 feet of the ordinary high-water mark of any lake and all lands lying within 75 feet of the ordinary high-water mark of navigable rivers or streams, or the landward side of the floodplain, whichever is greater. Rivers and streams shall be presumed to be navigable if they are designated as either continuous or intermittent waterways on the United States Geological Survey quadrangle maps or other zoning base maps. If evidence to the contrary is presented, the Village Zoning Administrator shall make the initial determination whether or not the river or stream in question is navigable under laws of this state. The Village Zoning Administrator shall contact the appropriate district DNR office for a determination of navigability or ordinary high-water mark. Flood Hazard Boundary Maps, or Flood Insurance Study Maps (or soil maps or other existing county maps used to delineate floodplain areas which have been adopted by Walworth County) shall be used to determine the extent of the floodplain of rivers or streams.

- A. Tree cutting, shrubbery clearing, and earth movements shall require a zoning permit and a conservation plan. In addition, tree cutting and shrubbery removal

shall require a tree removal permit issued by the Tree Commissioner. The Zoning Administrator may, where appropriate, require an applicant to furnish a surety to enable the village carry out an approved land conservation plan. The amount of such surety shall be determined by the Zoning Administrator and the form and type of all sureties shall be approved by the Village Board. The Zoning Administrator may, as appropriate, request a review of the proposed cutting, clearing, or earth movement activity by the Wisconsin Department of Natural Resources, and the USDA Natural Resources Conservation Service, or other appropriate agency, and await their comments and recommendations before issuing a zoning permit but not to exceed 30 days. All cutting, clearing, and earth movement activities shall be so conducted as to prevent erosion and sedimentation and preserve the natural beauty of the shore yard. Paths and trails shall not exceed 10 feet in width and shall be so designed and constructed as to result in the least removal and disruption of natural ground cover and the minimum impairment of natural beauty. In the strip of land 35 feet wide inland from the ordinary high-water mark, no more than 30 feet in any 100 or the same proportion of a smaller lot shall be clear-cut.

- (1) Tree cutting and shrubbery clearing shall be subject to and governed by the provisions of §331-2.
- (2) Beyond the thirty-five-foot strip, a zoning permit shall be required with conservation plans for projects within 300 feet of the OHWM (ordinary high-water mark) and which are either:
 - (a) On slopes more than 20%;
 - (b) Larger than 1,000 square feet on slopes of 12% to 20%; or
 - (c) Larger than 2,000 square feet on slopes less than 12%.

B. Required setbacks.

Except as otherwise specified in this Chapter, all structures, shall require a setback of at least 150 feet from the ordinary high-water mark although a greater setback may be required where otherwise regulated by more restrictive ordinances.

- (1) Structures which require authorization or permits from the DNR pursuant to Chapters 30 and 31, Wisconsin Statutes, or which are to be located below the ordinary high-water mark, namely bridges, dams, culverts, piers, wharves, shoreland riprap, navigational aids, and waterway crossings of transmission lines, shall comply with all applicable federal, state, county and local regulations.

C. Permitted Intrusions into Required Shore Yards.

Intrusions into shore yards are permitted only in compliance with the requirements of § 390-0505C.

- D. Stairway, walkway, lift, piers, and wharves. Stairway, lift and walkway and that portion of piers and wharves landward of the ordinary high-water mark are

exempted from the shore yard setback requirements, provided that the structure is necessary to access the shoreline because of steep slopes or wet, unstable soils. Further, the structure shall be located so as to minimize earth-disturbing activities and shoreland vegetation removal during construction. The structure shall be no more than 48 inches wide; open railings are permitted only where required by safety concerns; canopies, roofs, and closed railings/walls on such structures are prohibited; landings for stairways or docks are permitted only where required by safety concerns and shall not exceed 25 feet in area.

- E. Retaining walls. Retaining walls and terracing may only be allowed as a conditional use in the shore yard setback area where the applicant can successfully prove that there is a current erosion problem that cannot be remedied by resloping and revegetation of the area or other means consistent with natural shoreline aesthetics. Walls and terracing may only be allowed to the extent that they resolve a continuing erosion problem and shall not be used to provide level outdoor living space in the near-shore area.
- F. Earth movements involving stream course changing, waterway construction or enlargement, channel clearing, or removal of stream or lake bed materials are conditional uses requiring review, public hearing, and approval by the Village Board in accordance with § 390-1207. However, such earth movements having a DNR permit under Chapter 30 of the Wisconsin Statutes are exempt from this provision.
- G. No waste materials such as garbage, rubbish, gasoline, fuel oil, flammables, soils, tars, chemicals, greases, industrial or agricultural waste, or any other material of such nature, quantity, obnoxiousness, toxicity or temperature so as to contaminate, pollute or harm the waters shall be so located, stored, or discharged in a way that would be likely to run off, seep, or wash into surface or ground waters.

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

Approved by the village board of the village of Williams Bay this _____ day of _____, 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

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

VILLAGE OF WILLIAMS BAY

RESOLUTION R-88-23

The Village Board of the Village of Williams Bay do resolve that the salaries and hourly wages be approved for the calendar year 2024, as follows:

Salaried Employees		Hourly Employees	
General Government		Police Department	
Kolls, Tina	\$ 65,000.00 (1)	Barber, Lisa	\$23.06
Wiese, Jennifer	\$ 80,000.00 (2)	Borgen, Benjamin (6)	\$40.90
Stanek, Cynthia	\$ 49,256.00 (3)	Erickson, Mark (6)	\$40.90
Lothspeich, David	\$113,840.00 (4)	Scurto, Joseph (6)	\$38.16
Municipal Court		Herpel, Michaela (6)	\$38.16
Robison, Donald	\$11,287.00	Rudi, Valentino (6)	\$33.43
Vaun, Jennifer	\$26,604.00	Raabe, Maddison	\$33.43
Police Department		Nettesheim, Victoria	\$21.15
Kostock, William	\$ 87,500.00	Wright, Thomas	\$21.15
Timm, Justin	\$100,009.00	Public Works/W&S	
Public Works/W&S		Hansen, David	\$16.56
Edwards, Wayne	\$ 90,000.00 (5)	Mehring, Richard	\$13.74
Recreation Department		Reynolds, James	\$26.29
Vacant	\$ 62,108.00	Schiller, Josh	\$26.41
Fire Department		Robinson, Alexander	\$24.00
Fire Chief	\$8,280.00	Smith, Doug	\$32.07
Assistant Fire Chief	\$4,451.00	Recreation Department	
Fire Captain	\$3,312.00	Knauss, Jonathan	\$16.56
Fire Inspector	\$6,210.00	Marten, Amy	\$16.56
Fire Lieutenant	\$1,242.00	Beach/Lakefront	
Fire Treasurer	\$828.00	Returning Beach Manager	\$15.60
Fire Secretary	\$673.00	Returning Beach Attendant	\$12.48
Fire Dept Calls & Drill	\$17.60/hr	New Hire Beach Attendant	\$11.39
Fire Dept Meetings	\$9.32/hr	Returning Harbormaster	\$23.68
Fire Dept Training	\$12.42/hr	Returning Assistant Harbormaster	\$18.63
Rescue Department		Returning Launch Attendant	\$15.60
Rescue Captain	\$3,312.00/year	New Hire Launch Attendant	15.53
Rescue Lieutenant	\$1,242.00/year	Dive Team	
Rescue Secretary	\$1,035.00/year	Dive Captain	\$932.00/year
Rescue Dept Calls		Dive Team Drills	15.50
- EMR Personnel	\$15.00/hr	Dive Team Meetings	\$9.30
- EMT Personnel	\$22.00/hr		
- AMET Personnel	\$24.00/hr		
Rescue Dept Drills	\$12.40/hr		
Rescue Dept Meetings	\$9.30/hr		

(1) Allocated as follows: GG Admin 50%, Water fund 25%, Sewer fund 25%

(2) Allocated as follows: GG Admin 60%, Water fund 20%, Sewer fund 20%

(3) Allocated as follows: GG Admin 25%, Water fund 37.50%, Sewer fund 37.50%

(4) Allocated as follows: GG Admin 70%, Water fund 15%, Sewer fund 15%

(5) Allocated as follows: DPW 50%, Water fund 25%, Sewer fund 25%

(6) Per 2023-2025 Police Union Contract.

Passed and adopted this _____ day of _____ 2023.

VILLAGE OF WILLIAMS BAY:

William Duncan, President

ATTEST:

Tina Kolls, Clerk



VILLAGE OF WILLIAMS BAY

R-86-23

RESOLUTION ESTABLISHING SALARIES AND EXPENSE REIMBURSEMENT LEVELS OF VILLAGE PRESIDENT AND VILLAGE TRUSTEES FOR 2024

WHEREAS, the salaries and expense reimbursement levels as well as the manner of their payment for the Village President and Village Trustees will be established by resolution of the Village Board and reviewed annually by the Village Board;

WHEREAS, it is appropriate to establish salary and expense reimbursement levels sufficient to encourage active interest in the electorate in serving as trustees of the Village of Williams Bay; and,

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

- (1) The Village President shall receive an annual salary of \$3750;
- (2) The Village Trustees shall receive an annual salary of \$2350;
- (3) The Village President and Village Trustees shall individually receive an annual expense payment of \$600 to reimburse them for expenses incurred by them in the performance of their duties;
- (4) Salary and expense reimbursement payments shall be paid in Quarterly installments;

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

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-90-23**

**A RESOLUTION RENEWING THE MUNICIPAL BUSINESS LEASE WITH
DIP IN THE BAY, LLC FOR THE 2024 SEASON**

WHEREAS, Dip in the Bay, LLC and the Village of Williams Bay have entered into a contract for the lease of three possible lakefront area locations as determined from time to time by the Municipality: in front of the beach house entrance (1), east of the beach house in front of the gate (2) and on the east side of the beach house under the roof (3); and

WHEREAS, the contract specifies that the monthly rent for the lease shall be 3% of Dip in the Bay, LLC's gross sales for the payment period; and

WHEREAS, Dip in the Bay, LLC. 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 three locations near the Beach House to Dip in the Bay, LLC. effective upon execution of the lease until October 31, 2024.
- The monthly rent for the lease shall be 3% of Dip in the Bay's gross sales for the payment period.
- The rent shall be paid by Dip in the Bay LLC. to the Village of Williams Bay on the 1st day of each month, or the closest Monday thereafter if said due date occurs on a Saturday or Sunday. The first payment shall be due July 5, 2024, and monthly thereafter with the last payment being due November 15, 2024.
- Dip in the Bay, LLC. 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.
- Dip in the Bay, LLC. agrees to not interfere or operate renter's business on days and during the hours when food and beverages are being sold at municipally-sanctioned events at the Lakefront Park.
- Dip in the Bay LLC. shall not alter or redecorate said premises without prior written consent of the Municipality. Dip in the Bay, LLC. agrees to maintain the area in a neat, clean, and orderly manner.
- Dip in the Bay, LLC. agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be paid or incurred by Municipality in enforcing this lease.

- Dip in the Bay, LLC. agrees not to assign this lease or sublease the premises without the consent of the Municipality.
- Dip in the Bay, LLC. 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. and Terry Soltow agree to personally guarantee the debts from Section II only of the Renter for this agreement.
- 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 XXth day of _____ 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

Municipal Business Lease – Dip in the Bay 2024

MUNICIPAL BUSINESS LEASE

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

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

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

3. This lease shall be for the following specified period: effective upon execution of this contract and shall continue in force until October 31, 2024. There shall be no automatic renewal of this agreement.

SECTION II. Rental Payments.

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

2. Time of Payment: The monthly cash rent for this business to be paid by the Renter to the Municipality is to be paid on the 1st day of each month, or the closest Monday thereafter if said due date occurs on a Saturday or Sunday. The first payment shall be due July 5, 2024, and monthly thereafter with the last payment being due November 15, 2024.

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

SECTION IV. The Renter Agrees as Follows:

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

SECTION V. Termination of Agreement:

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

SECTION VI. Signatures:

RENTER:

Michael Condron, Member, Dip in the Bay, LLC

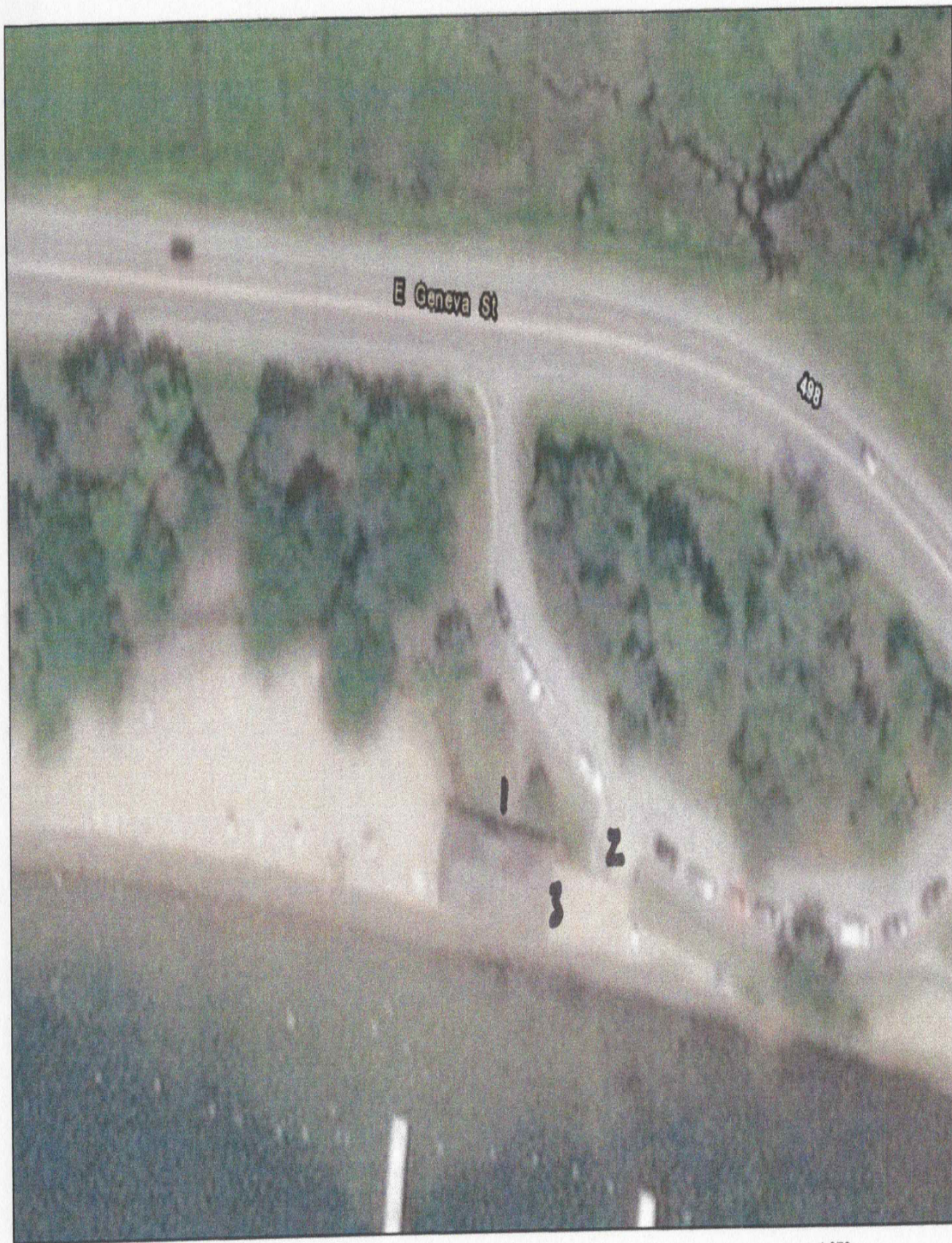
John Dwyer

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

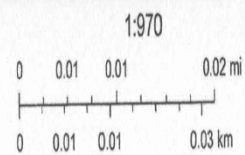
MUNICIPALITY:
VILLAGE OF WILLIAMS BAY

William B. Duncan, President
ATTEST:

Tina Kolls, Clerk



5/15/2020



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri

RESOLUTION R-85-23

**A JOINT BARRETT MEMORIAL LIBRARY BOARD AND
VILLAGE BOARD OF TRUSTEES RESOLUTION
REGARDING LIBRARY RESERVES**

WHEREAS, the Village of Williams Bay Village Board, Walworth County, State of Wisconsin provides an annual levy to the Barrett Memorial Library; and

WHEREAS, The Barrett Memorial Library Board shall have exclusive control of the expenditure of all moneys collected, donated or appropriated for the library fund per Wisconsin State Statutes 43.58(1); and

WHEREAS, the Barrett Memorial Library submits to the Village Board its budget on an annual basis, as the Village considers its own budget and Library levy allocation; and

WHEREAS, in the course of any budget year, library expenses may or may not exceed budgeted revenues; and

WHEREAS, the Resolution effective date shall commence with the 2024 annual budget; and

NOW, THEREFORE, BE IT RESOLVED that any funds remaining at the end of Library fiscal year shall be placed into the Library reserve account, and any shortfall shall be drawn from the Library reserve account.

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

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

BARRETT MEMORIAL LIBRARY BOARD

By: _____
Edgar Mosshamer, President

Attest: _____
Gretchen Witowich, Secretary

DRAFT



MEMORANDUM

DATE: DECEMBER 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	Hitesh Kumar G. Patel	156 Elkhorn Road Williams Bay, WI 53191	Bayside Mart	P

RESOLUTION
R-66-23

**A RESOLUTION APPROVING VILLAGE BOAT SLIP LEASE AMENDMENTS INCREASING
THE MUNICIPAL PIER SLIPS MAXIMUM WATERCRAFT LENGTH FROM 18' TO 24'**

WHEREAS, the Village of Williams Bay has a long-term policy regarding its pier boat slip leases and the establishment of a waiting list for owners of improved property who desire to lease a Village boat slip; and

WHEREAS, the current length restriction for vessels using the Municipal Slips is 18'; and

WHEREAS, there is a growing demand for larger vessels to use the Municipal Slips; and

WHEREAS, extending the length restriction to 24' would allow more vessels to use the Municipal Slips, which would provide more recreational opportunities for residents; and

WHEREAS, on November 6, 2023, the Parks & Lakefront Committee determined that it is in the best interest of the Village to recommend approval of extending the length restriction for vessels using the Municipal Slips from 18' to 24'; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, THAT:**

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 the attached (Exhibit A) Williams Bay Slip Lease Application, as amended, therefore.

Approved by the Village Board of the Village of Williams Bay this 4th day of December 2023.

VILLAGE OF WILLIAMS BAY

By: _____

William Duncan, President

Attest: _____

Tina Kolls, Clerk

EXHIBIT A

VILLAGE OF WILLIAMS BAY WATERCRAFT SLIP AGREEMENT
(Attached)



VILLAGE OF WILLIAMS BAY

P.O. Box 580 • 250 Williams Street
Williams Bay, WI 53191
P: (262) 245-2700 • F: (262) 245-2705

2024~~3~~ BOAT SLIP LEASE AGREEMENT

THIS INDENTURE made this 1st day of April 2024~~3~~, by and between the Village of Williams Bay (herein referred to as "Lessor") and **first name, last name**, whose residential street address in the Village of Williams Bay is **village address** (herein referred to as "Lessee").

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WITNESSETH:

1. Lease. Lessor leases to Lessee a specified boat slip on a Village owned pier, more specifically, being identified as slip number slip number such slip being located on a village owned piers. This lease is for a term of one (1) summer season commencing on the first date of the summer season, or on the date of this lease if after such date and terminating October 31, 2024~~3~~, at 12:00 noon. A summer season is defined for 2024~~3~~, as commencing when the piers are installed in Geneva Lake annually in the spring and after the piers are painted by the Village and ending when the municipal piers are removed from Geneva Lake in the fall, or October 31st at 12:00 noon, whichever first occurs annually. Lessee agrees to remove his/her boat prior to the end of each summer season. Lessor is not responsible for boats not removed annually at the end of the summer season.
2. Rent. Lessee agrees to pay to Lessor as rent for the slip identified above the total sum in advance as stated in Schedule A attached hereto and made part of this Lease. All such rent payments shall be made payable to and delivered to the Village of Williams Bay Treasurer whose address is P.O. Box 580, Williams Bay, Wisconsin 53191 with 2 attachments: copy of current Wisconsin boat registration card and this signed lease.
3. Use of Slip. Lessee agrees to use the leased slip for the purpose of securing watercraft registered to the Lessee in the State of Wisconsin. A copy of the current Wisconsin registration must be sent in with the annual lease payment. Lessee also agrees not to engage in any unlawful activity on or around the leased slip and to comply with all Village Ordinances and Resolutions at all times. Lessee agrees to comply with all *Conditions for Use* as stated in Schedule B, and *Tie Down Instructions* as stated in Schedule C", attached hereto and made part of this lease.

 No watercraft larger than ~~18-twenty-four~~ feet (24') will be allowed to use the leased slip on any slip at the Village owned pier.

 No watercraft larger than twenty-one (21') feet will be allowed to use the leased slip on slips numbered one (1) through thirteen (13) (inclusive) on the East pier and numbered fourteen (14) through twenty-six (26) (inclusive) on the West pier.

 No watercraft larger than twenty-three feet (23') feet will be allowed to use the leased slip on slips numbered one (1) through thirteen (13) (inclusive) on the West pier and numbered fourteen (14) through twenty-six (26) (inclusive) on the East pier.

 No watercraft larger than twenty-four (24') feet will be allowed to use the leased slip on slips numbered twenty-seven (27) through thirty-nine (39) (inclusive) on either the East or West piers.

 Watercraft over-all Llength over-all includes all attachments or appurtenances to said watercraft.

In all cases watercraft, must be able to fit into the slip without causing damage thereto. Personal watercraft such as jet-skis, wave-runners and the like are not permitted. Lessee shall not assign this Lease, or sublet or grant any concessions or license to use the slip or any part thereof to anyone. The slip shall be available upon commencement of the summer season on the year(s) covered by this Lease and said slip shall be vacated no later than October 31 at noon of each year covered by this lease. Any and all damages to said slip other than normal wear and tear are the responsibility of the Lessee. The Lessee agrees to, in the event of damage to said slip, promptly pay for the cost of repair of said slip. Such repairs shall be performed by the Lessor and costs incurred for said repair will be billed to the Lessee. Prompt payment means payment within 30 days of the billing date. The leased slip shall not lie dormant (with no boat in the leased slip) for more than thirty (30) days per summer season without Lessee receiving prior written permission from Lessor. Lessee's failure to secure prior written permission will result in the Lessee surrendering their leased slip in accordance with section eight of this lease.

4. Residency Required at All Times. As a material condition of this Lease, Lessee is at all times during the term of this Lease will remain a resident of Lessor. Municipal pier slips are available for lease in accordance with the written priority policy established by the Village Board to residents only. A resident is defined in said written policy as an owner of improved residential real estate located within the corporate limits of the Village of Williams Bay. If Lessee ceases to be an owner of improved residential real estate within the corporate limits of the Village of Williams Bay, then the lease shall end on the date residency ceases for that summer season and Lessee must remove his/her boat immediately. Lessor will prorate any prepaid rentals and refund unused rentals to Lessee for termination of this Lease due to loss of resident status.
5. Repair, Maintenance, and Housekeeping. Lessor agrees to provide normal and ordinary maintenance and repair to the leased slip at its own discretion and cost. Lessee agrees to keep the lease slip clear of all garbage and litter.
6. Alterations and Improvements. Lessee is specifically prohibited from altering, adding to, subtracting from, or otherwise changing the leased slip. Further, no lockboxes, gates, and other structures will be permitted with the exception of approved marine bumpers and approved solar-powered boat lifts. Boat Lifts must be solar-powered and the boat cradle of the lift, including any attachments such as guides or bumpers, cannot extend above the decking or walkway of the pier. Solar battery boxes for approved boat lifts cannot be installed on the pier and, like the boat cradle, cannot extend above the decking or walkway of the pier. Furthermore, said boat lifts must be approved by the Lessor prior to installation by the Lessee's contractor. Installation and removal of approved boat lifts shall comply with section one (1) of this lease. To coordinate the placement of boat lifts with Village owned piers, installation, *EXCEPT INITIAL INSTALLATION*, and removal of approved boat lifts shall be performed at Lessee's cost by the same contractor as the Lessor contracts with for that given year. Winter storage of boat lifts shall be permitted only in Village owned storage area, and shall be at Lessee's expense.
7. Indemnification. Lessee agrees to indemnify and hold harmless the Lessor for any damage to the property (which includes the Lessee's watercraft) and/or person of the Lessee, the Lessee's family, agents, invitees, guests or companions, occurring at or around the leased slip.
8. Default and Termination. If any default is made in the performance of or compliance with any term or condition of this Lease, the Lease, at the option of the Lessor, shall terminate and be forfeited. Lessee shall be given ten (10) days written notice of intent to terminate due to any default or breach. Termination and forfeiture of the Lease shall not result if, within five (5) days of receipt of such notice of intent to terminate, Lessee corrects the default or breach to the satisfaction of the Lessor. The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights and remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any of the terms and conditions of this Lease.

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9. Voluntary Termination by Lessee. In the event Lessee desires to terminate this Lease and surrender the slip prior to the expiration of the term of this Lease, all rentals paid shall not be refundable.
10. Surrender of Slip. At the expiration of the Lease term, Lessee shall quit and surrender the leased slip in as good a state and condition as it was in at the commencement of this Lease, reasonable use and wear excepted.
11. Option to Renew. A resident existing Lessee has a first right of refusal for entry into a new Lease for succeeding terms providing such Lessee continues to be a resident and their boat is in their name on the registration. Lessor retains the right to modify the terms and conditions including the rental amounts in its offer of renewal. All renewals will be made in accordance with the current policy resolution of the Village Board concerning such renewals.
12. Total Agreement. This Lease includes the provisions of the current policy resolution of the Village Board which are incorporated herein by reference. In the event of a conflict between the provisions of this Lease and the written policy resolution, the provisions of the written policy resolution shall control.
13. Applicable Law. This Lease agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
14. Severability. Should any section of this Lease be held unlawful, unconstitutional, or otherwise invalid, all remaining terms of said Lease shall remain in force.
15. I have read and understand I will adhere to all terms and conditions of the ~~2023~~2024 Boat Slip Lease Agreement as well as Schedule A, *Schedule of Prices for* ~~2023~~2024, Schedule B, *Conditions for Use*, and Schedule C, *Tie Down Instructions*.

VILLAGE OF WILLIAMS BAY

SLIP HOLDER

Village President _____ Lessee _____

Village Clerk _____ Lessee _____

Slip Holder Information

Lease will be returned if this section is not filled in resulting in potential loss of slip

Name _____ Slip Number _____
Make _____
Mailing Address _____ Length _____
Wisconsin Registration # _____
Village Address _____ email _____
Best phone _____ Optional phone _____

SCHEDULE A

Schedule of Prices for ~~2023~~2024

Use the table below to fill out the Fee Calculator section at the bottom of the page

Section A: Boat Slip Fees				
Max. Boat Length*	Slip Size	Slip #	Slip Location	Fee
No larger than 18'-24'	XXXXXX	1-12	Municipal Pier Require a solar powered lift (see Section B)	\$2,060.00
No larger than 21'	24' Slip	1-13	East Pier	\$2,300.00
		14-26	West Pier	
No larger than 23'	26' Slip	1-13	West Pier	\$2,470.00
		14-26	East Pier	
No larger than 24'	28' Slip	27-39	East and West Piers	\$2,550.00
*Boat length as stated on Boat Registration				
Section B: Authorized Solar-Powered Boat Lift Installation and Removal Fees				
Event	Note			Fee
Installation	Initial installation must be done by Lessee's vendor. Future installations are done by Lessor's vendor.			\$225.00
Removal				\$225.00
Section C: Storage of Boat Lifts on Village Property				
				Fee
Lessee's are required to store boat lifts on Village Property				\$125.00

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Fee Calculator			
Section	Event	Fee (includes 5.5% sales tax)	Notes
A	Boat Slip Fee		
B	Installation		Must be filled in if boat lift used
B	Removal		Must be filled in if boat lift used
C	Storage		Must be filled in if boat lift used
Total Due (A+B+C)			

SCHEDULE B

Conditions for Use

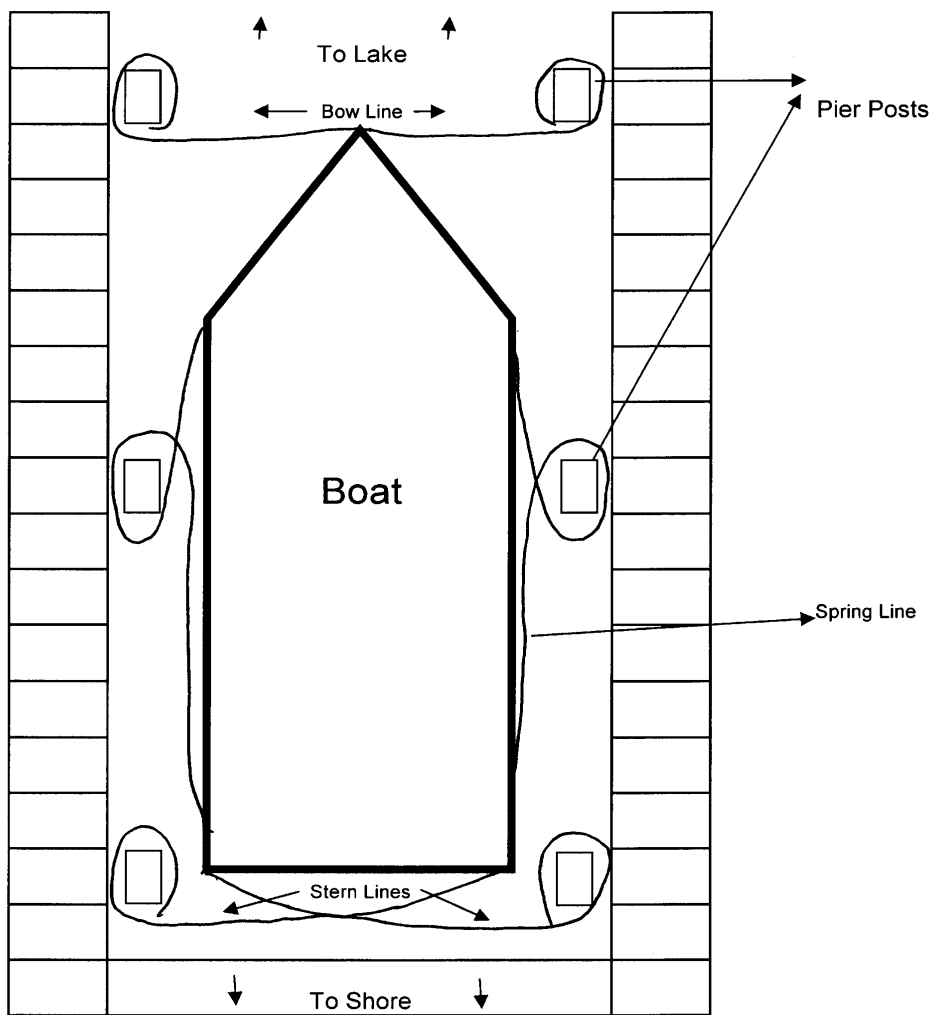
Each person that leases a ramp or slip shall obey the following regulations.

1. Only the boat registered to the leaseholder may use the ramp or slip. No ramp or slip may be subleased.
2. The boat shall be registered in the State of Wisconsin.
3. No boat gear or equipment, or other litter may be left on the dock.
4. No dock boxes, ladders or wagons, to move gear, may be left on the dock.
5. Dock lines may be coiled and left on the pier when the ramp or slip is empty. No cleats or eye hooks may be used. Lines must be tied at the lowest point on the horse. Line size should be 1/2 inch for smaller boats and 5/8 inch for larger boats. Rubber snubbers are helpful to reduce shock. **This section not applicable to those lessees using a Village-approved boat lift.**
6. No boat or any equipment attached to the boat may extend outside of the ramp or slip or overhang onto the public pier.
7. Only approved marine bumpers will be allowed. A sample of the approved bumper is at the Village Hall. This can be purchased at any marine supply store. Installation of the approved bumper must be supervised by the Harbor Master. Only galvanized roofing nails may be used to secure the approved bumpers. THESE BUMPERS MAY NOT, IN ANY INSTANCE, BLOCK ACCESS TO BOLTS, NUTS OR PIER HARDWARE. ACCESS IS ESSENTIAL FOR PIER INSTALLATION AND REMOVAL.
8. No alcohol will be permitted on the pier. No drinking in the boat while it is docked at the pier.
9. All park regulations apply to and shall be enforced on the piers at all times.
10. No overnight use of the boat is permitted while the boat is affixed to the pier.
11. It is suggested that all electronic equipment and other valuables shall be removed from the boat when the boat is not in use.
12. No utilities are provided and no long electrical cords are permitted, including the use of generators. The Village does not have and will not have any outlet boxes for this use.
13. All boats must be moored with the bow of the boat facing south, or away from the shore. **This section not applicable to those lessees using a Village-approved boat lift.**
14. No running or bicycles are permitted on the pier at any time. Swimming is not permitted from the pier or from any ramp or slip.
15. **No fueling of boats, or transporting of fuel on municipally-owned piers and slips,** with the exception of mobile fueling stations that have received approval from the Wisconsin Department of Commerce, the Wisconsin Department of Natural Resources and can provide a Certificate of Insurance listing the Village of Williams Bay as an additional insured. The above-mentioned documentation must be on file with the Village of Williams Bay Clerk.
16. Keep the pier clean. Containers are provided for all trash.
17. Lessee is specifically prohibited from altering, adding to, subtracting from, or otherwise changing the leased slip. Further, no lockboxes, gates, and other structures will be permitted with the exception of approved marine bumpers and approved solar-powered boat lifts. Boat Lifts must be solar-powered and the boat cradle of the lift, including any attachments such as guides or bumpers, cannot extend above the decking or walkway of the pier. Solar battery boxes for approved boat lifts cannot be installed on the pier and, like the boat cradle, cannot extend above the decking or walkway of the pier. Furthermore, said boat lifts must be approved by the Lessor prior to installation by the Lessee's contractor. Installation and removal of approved boat lifts shall comply with section one (1) of this lease. To coordinate the placement of boat lifts with Village owned piers, installation, *EXCEPT INITIAL INSTALLATION*, and removal of approved boat lifts shall be performed at Lessee's cost by the same contractor as the Lessor contracts with for that given year. Winter storage of boat lifts shall be permitted only in Village owned storage area, and shall be at Lessee's expense.
18. Please report any broken dock lines or other damage observed to the Harbor Master.

KEEP THIS SHEET FOR FUTURE REFERENCE- DO NOT RETURN!

SCHEDULE C Tie Down Instructions

Tie-down instructions not applicable to ramp lessees.



ORDINANCE #2023-O-_____
AN ORDINANCE AMENDING SECTION 80-1 OF THE CODE OF ORDINANCES
OF THE VILLAGE OF WILLIAMS BAY REGARDING VILLAGE CLERK TERM
(Appointed Term Increase From 1 Year to 3 Years)

WHEREAS, Section 80-1 of the Code of Ordinances of the Village of Williams Bay currently stipulates the term of Appointed Officials for the Village of Williams Bay; and

WHEREAS, the Village seeks to increase the Clerk appointment term from one (1) year to three (3) years; and

WHEREAS, the Village Building, Zoning & Ordinance Committee has determined that increasing the appointment term of the Clerk to three (3) years is in the Village's best interests for recruiting and retaining qualified Village Clerk's.

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

SECTION I. Section 80-1 of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

§80-1 Appointed Officials.

The following officials shall be appointed by the Village President and confirmed by the Village Board for terms of one year commencing on May 1 in the year of appointment, unless otherwise noted:

A. Village Attorney.

B. Village Engineer.

C. Clerk. (1) Appointment. The Clerk shall be appointed by the Village President and confirmed by the Village Board for a term of three (3) years commencing on the day and year of appointment. Should the Village President decline to reappoint an incumbent Clerk, the Village Board may reappoint the incumbent Clerk to that office.

D. Treasurer. (1) Appointment. The Treasurer shall be appointed by the Village President and confirmed by the Village Board for a term of three (3) years commencing on the day and year of appointment. Should the Village President decline to reappoint an incumbent Treasurer, the Village Board may reappoint the incumbent Treasurer to that office.

E. Assessor.

(1) Confidentiality of information about income and expenses provided to Assessor. Whenever the Assessor, in the performance of the Assessor's duties, requests or obtains income and expense information pursuant to § 70.47(7)(af), Wis. Stats., or any successor statute thereto, such income and expense information that is provided to the Assessor shall be held by the Assessor on a confidential basis, except, however, that the information may be revealed to and used by persons in the discharging of duties imposed by law; in the discharge of duties imposed by office (including, but not limited to, use by the Assessor in the performance of official duties of the Assessor's office and use by the Board of Review in the performance of its official duties); or pursuant to order of a court. Income and expense information provided to the Assessor under § 70.47(7)(af), unless a court determines that it is inaccurate, is per § 70.47(7)(af), not subject to the right of inspection and copying under § 19.35(1), Wis. Stats.

F. Weed and Tree Commissioner.

G. Civil Defense Commissioner.

H. Building Inspector.

[Amended 4-16-2018 by Ord. No. 2018-4]

I. Auditor.

J. Zoning Administrator.[1][Amended 4-16-2018 by Ord. No. 2018-4]

[1] Editor's Note: Original § 1.04(2), regarding Clerk-Treasurer, of the 2011 Code, which immediately followed this subsection, was repealed at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

SECTION II. This ordinance shall take effect upon passage and publication as provided by law.

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

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

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

DRAFT

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. 2023-R-87**

**A RESOLUTION AWARDDING BID FOR
CLOVER STREET PUBLIC WATERMAIN EXTENSION & LOOP**

WHEREAS, on September 18, 2023, the Village Board approved Resolution R-57-23 “Approving Clover Street and Williams Street Development Agreement (Public Water Extension and Loop)” (“Project”); and

WHEREAS, on November 20, 2023, the Village board approved Resolution R-78-23 Approving Village Engineer Baxter & Woodman Work Order 2325722.00 for Utility Improvement Engineering Design Services” (“Work Order”); and

WHEREAS, the Village publicly solicited competitive bids for undertaking the Project (“Solicitation”), and the Village received eight (8) bids in response to the Solicitation; and

WHEREAS, based on such bidding process, the apparent lowest responsible bid received by the Village was submitted by Superior Construction Group, LLC. (“Bidder”) in the amount of \$155,462.00 (the “Bid”) and the Village Engineer has recommended approval, a copy of which is attached hereto as Exhibit A; and

WHEREAS, on December 18, 2023, the Village Water & Sewer Committee and Finance & Personnel Committee recommended approval of the Work Order; and

WHEREAS, on December 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 December 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A
(Village Engineer Recommendation & Bids Summary)

December 14, 2023

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

Subject: Williams Bay – Clover Street and Williams Street Water Main

Dear Mr. Lothspeich:

Listed below are the bids received for the Clover Street and Williams Street Water Main Project. Enclosed is a tabulation of the bids showing the pay items and the unit prices.

<u>Bidders</u>	<u>Amount of Bid</u>
Superior Construction Group, LLC Elkhorn, WI	\$155,462.00
BKS Excavating, Inc. Edgerton, WI	\$156,390.00*
Globe Contractors, Inc. Pewaukee, WI	\$185,832.00
The Wanasek Corp. Burlington, WI	\$192,990.00
Willkomm Excavating & Grading, Inc. Union Grove, WI	\$236,846.00
Odling Construction, Inc. Delavan, WI	\$244,800.00
Reesman's Excavating & Grading, Inc. Burlington, WI 53105	\$257,812.00**
Musson Bros., Inc. Waukesha, WI	\$325,380.00

* Apparent low bidder at the time of bid opening. Found to be second lowest bidder do to a math error on the bid form.

** The bid item unit price is not filled in correctly on the bid form. The unit price is typed in the bid item total cost box. The total cost calculation is correct.

We have not worked directly with Superior Construction Group, LLC, but have checked references provided for utility work in Kenosha and Janesville. Based on our research of this bidder, we believe that Superior Construction Group, LLC, Elkhorn, Wisconsin is qualified to complete the Project at a cost of \$155,462.00.

The low bidder provided a cashier's check for the bid security. The Village should hold this check until the Village signs a contract for the work.

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

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Brett D. Biwer, PE

Cc: Tina Kolls (with original bids and cashier's check from Superior Construction Group, LLC)

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Village of Williams Bay, WI
Clover Street & Williams Street Water Main

Bid Date/Time: December 14, 2023/10:00 AM
Engineer's Job No. 2325722.00

				BKS Excavating, Inc.		Superior Construction Group, LLC		Globe Contractors, Inc.		The Wanasek Corp.		Willkomm Excavating & Grading, Inc.		Odling Construction, Inc.		Reesman's Excavating & Grading, Inc.		Musson Bros., Inc.	
No.	Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
SECTION A: Clover Street and Williams Street																			
1	Mobilization	1	LS	\$ 9,500.00	\$ 9,500.00	\$ 800.00	\$ 800.00	\$ 12,000.00	\$ 12,000.00	\$ 14,225.00	\$ 14,225.00	\$ 18,921.00	\$ 18,921.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 35,000.00	\$ 35,000.00
2	Construction Layout and Staking	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,575.00	\$ 1,575.00	\$ 2,125.00	\$ 2,125.00	\$ 3,401.00	\$ 3,401.00	\$ 5,000.00	\$ 5,000.00	\$ 2,900.00	\$ 2,900.00	\$ 3,820.00	\$ 3,820.00
3	8-Inch Water Main	510	LF	\$ 103.00	\$ 52,530.00	\$ 91.00	\$ 46,410.00	\$ 120.00	\$ 61,200.00	\$ 140.00	\$ 71,400.00	\$ 123.00	\$ 62,730.00	\$ 185.00	\$ 94,350.00	\$ 148.00	\$ 75,480.00	\$ 302.00	\$ 154,020.00
4	Granular Backfill	216	LF	\$ 10.00	\$ 2,160.00	\$ 67.00	\$ 14,472.00	\$ 42.00	\$ 9,072.00	\$ 5.00	\$ 1,080.00	\$ 36.00	\$ 7,776.00	\$ 25.00	\$ 5,400.00	\$ 77.00	\$ 16,632.00	\$ 20.00	\$ 4,320.00
5	8-Inch Gate Valve and Box	3	EA	\$ 3,200.00	\$ 9,600.00	\$ 2,989.00	\$ 8,967.00	\$ 2,800.00	\$ 8,400.00	\$ 3,015.00	\$ 9,045.00	\$ 3,519.00	\$ 10,557.00	\$ 3,000.00	\$ 9,000.00	\$ 4,300.00	\$ 12,900.00	\$ 4,300.00	\$ 12,900.00
6	Fire Hydrant Assembly	1	EA	\$ 7,700.00	\$ 7,700.00	\$ 9,914.00	\$ 9,914.00	\$ 9,000.00	\$ 9,000.00	\$ 9,235.00	\$ 9,235.00	\$ 10,277.00	\$ 10,277.00	\$ 9,000.00	\$ 9,000.00	\$ 17,500.00	\$ 17,500.00	\$ 10,900.00	\$ 10,900.00
7	Water Service Connection	3	EA	\$ 3,200.00	\$ 9,600.00	\$ 3,106.00	\$ 9,498.00	\$ 1,100.00	\$ 3,300.00	\$ 1,410.00	\$ 4,230.00	\$ 3,765.00	\$ 11,295.00	\$ 1,000.00	\$ 3,000.00	\$ 2,300.00	\$ 6,900.00	\$ 2,410.00	\$ 7,230.00
8	Water Service Pipe	60	LF	\$ 80.00	\$ 4,800.00	\$ 48.00	\$ 2,880.00	\$ 130.00	\$ 7,800.00	\$ 155.00	\$ 9,300.00	\$ 216.00	\$ 12,960.00	\$ 180.00	\$ 10,800.00	\$ 100.00	\$ 6,000.00	\$ 65.50	\$ 3,930.00
9	Connect to Existing Water Main (Non	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 4,900.00	\$ 9,800.00	\$ 1,300.00	\$ 2,600.00	\$ 4,510.00	\$ 9,020.00	\$ 5,621.00	\$ 11,242.00	\$ 5,000.00	\$ 10,000.00	\$ 8,000.00	\$ 16,000.00	\$ 2,220.00	\$ 4,440.00
10	Erosion and Sedimentation Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,255.00	\$ 5,255.00	\$ 2,120.00	\$ 2,120.00	\$ 4,015.00	\$ 4,015.00	\$ 10,541.00	\$ 10,541.00	\$ 5,000.00	\$ 5,000.00	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00
11	Clearing, Grubbing, and Trimming	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,695.00	\$ 3,695.00	\$ 7,675.00	\$ 7,675.00	\$ 5,000.00	\$ 5,000.00	\$ 6,100.00	\$ 6,100.00	\$ 500.00	\$ 500.00
12	Lawn Restoration	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,865.00	\$ 4,865.00	\$ 6,280.00	\$ 6,280.00	\$ 8,528.00	\$ 8,528.00	\$ 5,000.00	\$ 5,000.00	\$ 9,500.00	\$ 9,500.00	\$ 10,000.00	\$ 10,000.00
13	Traffic Control and Protection	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 4,234.00	\$ 4,234.00	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00	\$ 2,500.00	\$ 2,500.00
SECTION A TOTAL					\$117,390.00		\$117,496.00		\$132,932.00		\$144,400.00		\$180,137.00		\$188,550.00		\$181,812.00		\$252,060.00
SECTION B: Water Valve Extension Replacem																			
1	Mobilization	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 800.00	\$ 800.00	\$ 5,000.00	\$ 5,000.00	\$ 2,095.00	\$ 2,095.00	\$ 7,663.00	\$ 7,663.00	\$ 2,000.00	\$ 2,000.00	\$ 4,800.00	\$ 4,800.00	\$ 1,860.00	\$ 1,860.00
2	Replace Gate Valve, 8-Inch	1	EA	\$ 9,500.00	\$ 9,500.00	\$ 12,517.00	\$ 12,517.00	\$ 11,000.00	\$ 11,000.00	\$ 7,900.00	\$ 7,900.00	\$ 12,515.00	\$ 12,515.00	\$ 9,500.00	\$ 9,500.00	\$ 12,200.00	\$ 12,200.00	\$ 6,540.00	\$ 6,540.00
3	Replace Gate Valve, 12-Inch	1	EA	\$ 10,500.00	\$ 10,500.00	\$ 14,757.00	\$ 14,757.00	\$ 13,500.00	\$ 13,500.00	\$ 12,165.00	\$ 12,165.00	\$ 14,690.00	\$ 14,690.00	\$ 14,750.00	\$ 14,750.00	\$ 15,600.00	\$ 15,600.00	\$ 22,000.00	\$ 22,000.00
4	Replace Valve Extension	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 924.00	\$ 7,392.00	\$ 2,800.00	\$ 22,400.00	\$ 3,210.00	\$ 25,680.00	\$ 2,409.00	\$ 19,272.00	\$ 6,000.00	\$ 48,000.00	\$ 5,300.00	\$ 42,400.00	\$ 5,240.00	\$ 41,920.00
5	Traffic Control and Protection	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 2,569.00	\$ 2,569.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
SECTION B TOTAL					\$ 39,000.00		\$ 37,966.00		\$ 52,900.00		\$ 48,590.00		\$ 66,709.00		\$ 76,250.00		\$ 76,000.00		\$ 73,320.00
TOTAL AMOUNT OF BID (SECTION A AND B)					\$156,390.00		\$155,462.00		\$185,832.00		\$192,990.00		\$236,846.00		\$244,800.00		\$257,812.00		\$325,380.00

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. 2023-R-89**

**A RESOLUTION AUTHORIZING
PARTICIPATING IN (OPTING IN) PFAS SETTLEMENT AGREEMENTS (DUPONT & 3M)**

WHEREAS, recent Settlements Agreements (“Agreements”) entered into in the AFFF multi-district Litigation no. 2873 (“MDL”) have received Preliminary Approval from the United States District Court for the District of South Carolina. The current Agreements are both class action settlements designed to resolve Claims for PFAS contamination in Public Water Systems’ Drinking Water with the two groups of Settling Defendants on behalf of: Dupont and 3M; and

WHEREAS, both of these Settlements are designed to resolve Claims for PFAS contamination in Public Water Systems’ Drinking Water, as those terms are defined in the respective Agreements; and

WHEREAS, on December 4, 2023, the Finance & Personnel Committee and Water & Sewer Committee reviewed the following options available regarding recent PFAS (Per-and Polyfluorinated Substances) “Forever” chemicals settlement agreements with Dupont and 3M: (1.) Be included in the settlements (no opt in action is needed if you received notice) and file claims forms by early 2024; (2.) Opt out by the deadlines in early December. This preserves the municipality’s litigation rights for future lawsuits; (3.) Do nothing — this option will mean that the city gets no compensation from the litigation, waives important rights, and cannot sue for damages later; and

WHEREAS, on December 4, 2023, the Finance & Personnel Committee and Water & Sewer Committee recommended being included (Opting in) with the Agreements with Dupont and 3M; and

WHEREAS, on December 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 being included in the Agreements.

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 December 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



National Biomonitoring Program

Per- and Polyfluorinated Substances (PFAS) Factsheet

The per- and polyfluoroalkyl substances (PFAS) are a group of chemicals used to make fluoropolymer coatings and products that resist heat, oil, stains, grease, and water. Fluoropolymer coatings can be in a variety of products. These include clothing, furniture, adhesives, food packaging, heat-resistant non-stick cooking surfaces, and the insulation of electrical wire. Many PFAS, including perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA), are a concern because they:

- do not break down in the environment,
- can move through soils and contaminate drinking water sources,
- build up (bioaccumulate) in fish and wildlife.

PFAS are found in rivers and lakes and in many types of animals on land and in the water.

PFAS Exposure in People

PFAS persist in the environment and exposure in people can occur by consuming PFAS-contaminated water or food. Exposure may happen by using products that contain PFAS.

How PFAS Affect People's Health

Human health effects from exposure to low environmental levels of PFAS are uncertain. Studies of laboratory animals given large amounts of PFAS indicate that some PFAS may affect growth and development. In addition, these animal studies indicate PFAS may affect reproduction, thyroid function, the immune system, and injure the liver. Epidemiologic studies on PFAS exposure evaluated several health effects. Descriptions of these studies are available at: <https://www.atsdr.cdc.gov/pfas/>. More research is necessary to assess the human health effects of exposure to PFAS.

Levels of PFAS in the U.S. Population

Since 1999, CDC scientists have measured at least 12 PFAS in blood serum (the clear portion of blood). Blood serum is obtained from participants, aged 12 years and older, who have taken part in the National Health and Nutrition Examination Survey (NHANES) (Fourth National Report on Human Exposure to Environmental Chemicals, Updated Tables). By measuring PFAS in serum, scientists can estimate the amount of PFAS in people's bodies.

CDC scientists found four PFAS (PFOS, PFOA, PFHxS or perfluorohexane sulfonic acid, and PFNA or perfluorononanoic acid) in the serum of nearly all of the people tested. This indicates widespread exposure to these PFAS in the U.S. population. The data tables showing results since 1999 are available here: <https://www.cdc.gov/exposurereport/>.

Finding a measurable amount of PFAS in serum does not imply that the levels of PFAS cause an adverse health effect. Biomonitoring studies on levels of PFAS provide physicians and public health officials with reference values. These reference values can determine whether people have been exposed to higher levels of PFAS than the general population. Biomonitoring data also help scientists plan and conduct research on exposure and health effects.

Additional Resources

Agency for Toxic Substances and Disease Registry

- [Toxicological Profile for Perfluoroalkyls](#)
- [Information about Per- and Polyfluoroalkyl Substances and Your Health](#)

Environmental Protection Agency

- <https://www.epa.gov/pfas> 

Page last reviewed: May 2, 2022

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND COURT-APPROVAL HEARING

In re: Aqueous Film-Forming Foams Product Liability Litigation, MDL No. 2:18-mn-02873
**This Document relates to: City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.,
No. 2:23-cv-03230-RMG**

UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA, CHARLESTON DIVISION

TO THE SETTLEMENT CLASS: All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before June 30, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and

All Public Water Systems in the United States of America that, as of June 30, 2023, are (i) subject to the monitoring rules set forth in the U.S. EPA's Fifth Unregulated Contaminant Monitoring Rule ("UCMR 5") (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the deadline of sample collection under UCMR 5.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement and the Allocation Procedures, available for review at www.PFASWaterSettlement.com.

As used above, "Public Water System" means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals. A "Public Water System" shall include the owner and/or operator of that system and any public entity that is legally responsible for funding (by statute, regulation, other law, or contract), other than a State or the federal government, a Public Water System described in such Paragraph or has authority to bring a claim on behalf of such a Public Water System.

What Is The Purpose of This Notice? The purpose of this Notice is (i) to advise you of a proposed settlement of certain claims against The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively the "Settling Defendants") in the United States District Court for the District of South Carolina (the "Court"); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement (the "Final Fairness Hearing"), to be held on December 14, 2023 at 10:00 a.m., before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401.

What Are The Key Terms of the Proposed Settlement? The Settling Defendants have agreed to pay one billion one hundred eighty-five million dollars (\$1,185,000,000)(the "Settlement Amount"), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall the Settling Defendants be required to pay any amounts under the Settlement Agreement above the Settlement Amount. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Amount. Each Settlement Class Member who has not excluded itself from the Class will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable and which are under the oversight of the Special Master.

What Are My Options?

YOU CAN PARTICIPATE IN THE SETTLEMENT. You must file a Claims Form to be eligible to

receive a payment under the Settlement. You can submit your Claims Form online at **www.PFASWaterSettlement.com**, or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, PO Box 4466, Baton Rouge, LA 70821. The deadlines to submit a Claim Forms are illustrated below. Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by any judgment or other final disposition of the Released Claims, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against the Settling Defendants separately if those Claims are within the scope of the Release.

Deadline Description	Deadline Date
Phase One Public Water System Claims Form	60 Days after the Effective Date
Phase One Special Needs Claims Form	45 Days after the Phase One Public Water System Claims Form Deadline
Phase Two Testing Claims Form	1/1/2026
Phase Two Public Water System Claims Form	6/30/2026
Phase Two Special Needs Claims Form	8/1/2026
Phase One Supplemental Fund Claims Form	12/31/2030
Phase Two Supplemental Fund Claims Form	12/31/2030

YOU CAN OPT OUT OF THE SETTLEMENT. If you do not wish to be a Settlement Class Member, and do not want to participate in the Settlement and receive a Settlement Benefit Check, you may exclude yourself from the Class by completing and mailing a notice of intention to opt out. Any Person within the Settlement Class who wishes to opt out of the Settlement Class and Settlement must file a written and signed statement entitled “Request for Exclusion” with the Notice Administrator and provide service on all Parties no later than **DECEMBER 4, 2023**.

YOU CAN OBJECT TO THE SETTLEMENT. Any Settlement Class Member who has not successfully excluded itself (“opted out”) may object to the Settlement. Any Settlement Class Member who wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated “Objection” with the Clerk of the Court and provide service on all Parties in no later than **NOVEMBER 4, 2023**.

VISIT WWW.PFASWATERSETTLEMENT.COM FOR COMPLETE INFORMATION ABOUT YOUR RIGHTS

The Court’s Final Fairness Hearing. The Court will hold the Final Fairness Hearing in Hon. Sol Blatt, Jr., Courtroom of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on **December 14, 2023 at 10:00 a.m.** At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the Released Claims should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified, (iv) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement, (v) the amount of attorneys’ fees and costs to be awarded to Class Counsel, if any, and (vi) the amount of the award to be made to the Class Representatives for their services, if any. The Final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

How Do I Get More Information? Please visit www.PFASWaterSettlement.com or call toll free **1-855-714-4341**. You may also contact Class Counsel or the Notice Administrator for more information:

Class Counsel	Class Counsel	Class Counsel
Scott Summy Baron & Budd, P.C. 3102 Oak Lawn Ave., Ste. 1100 Dallas, TX 75219 Email: summy@baronbudd.com	Michael A. London Douglas & London 59 Maiden Lane, 6th Fl. New York, NY 10038 Email: london@douglasandlondon.com	Paul J. Napoli Napoli Shkolnik 1302 Ponce de Leon Santurce, PR 00907 Email: pnapoli@NSPRLaw.com

Notice Administrator	Claims Administrator
In re: Aqueous Film-Forming Foams Products Liability Litigation c/o Notice Administrator 1650 Arch Street, Ste 2210 Philadelphia, PA 19103 PFASSettlement@AngeionGroup.com	AFFF Public Water System Claims PO Box 4466 Baton Rouge, LA 70821 Email: info@pfaswatersettlement.com

The paragraphs above provide only a general summary of the terms of the settlement. In the event of a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement control. You can review the Settlement Agreement itself for more information about the exact terms of the settlement. The Settlement Agreement is available at www.PFASWaterSettlement.com.

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND COURT-APPROVAL HEARING

In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-02873
This Document relates to: *City of Camden, et al., v. 3M Company*, No. 2:23-cv-03147-RMG

UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA, CHARLESTON DIVISION

TO THE SETTLEMENT CLASS: All Active Public Water Systems in the United States of America that have one or more Impacted Water Sources as of June 22, 2023; and all Active Public Water Systems that do not have one or more Impacted Water Sources as of June 22, 2023 and

- (i) are required to test for certain PFAS under U.S. EPA's UCMR-5, or
- (ii) serve more than 3,300 people, according to U.S. EPA's SDWIS data system.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement, available for review at **www.PFASWaterSettlement.com**.

Active Public Water System means a Public Water System whose activity-status field in SDWIS states that the system is "Active."

Impacted Water Source means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.

As used above, **Public Water System** means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C. § 300f(4)(A), and 40 C.F.R. Part 141.

Public Water System includes (i) any collection, treatment, storage, and distribution facilities under control of the operator of such system and used primarily in connection with such system, and (ii) any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Solely for purposes of the Settlement Agreement, the term "Public Water System" refers to a Community Water System of any size or a Non-Transient Non-Community Water System that serves more than 3,300 people, according to SDWIS; or any Person (but not any financing or lending institution) that has legal authority or responsibility (by statute, regulation, other law, or contract) to fund or incur financial obligations for the design, engineering, installation, operation, or maintenance of any facility or equipment that treats, filters, remediates, or manages water that has entered or may enter Drinking Water or any Public Water System; but does not refer to a Non-Transient Non-Community Water System that serves 3,300 or fewer people, according to SDWIS, or to a Transient Non-Community Water System of any size. It is the intention of the Settlement Agreement that the definition of "Public Water System" be as broad, expansive, and inclusive as possible.

What Is the Purpose of this Notice? The purpose of this Notice is (i) to advise you of a proposed settlement of certain Claims against 3M Company ("3M" or "Defendant") in the United States District Court for the District of South Carolina (the "Court"); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement (the "Final Fairness Hearing"), to be held on February 2, 2024, at 10:00 a.m. EST in Charleston Courtroom #1, J. Waties Waring Judicial Center, before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401.

What Are the Key Terms of the Proposed Settlement? 3M has agreed to pay an amount not less than

\$10,500,000,000 and not more than \$12,500,000,000, inclusive (the “Settlement Amount”), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. 3M shall additionally pay up to \$5,000,000 to cover costs incurred by the Notice Administrator in the course of executing the Notice Plan. Together, these payments constitute the “Settlement Funds.” In no event shall 3M be required under the Settlement Agreement to pay any amounts above the Settlement Funds. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Funds. Each Settlement Class Member that has not excluded itself from the Class will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable and whose administration is under the oversight of the Special Master.

What Are My Options?

YOU CAN PARTICIPATE IN THE SETTLEMENT. You must file a Claims Form to be eligible to receive a payment under the Settlement. You can submit your Claims Form online at **www.PFASWaterSettlement.com**, or you can download, complete, and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, P.O. Box 4466, Baton Rouge, Louisiana 70821. The deadline for a Phase One Settlement Class Member to submit a Phase One Public Water System Settlement Claims Form is 60 days following the Effective Date, and the deadline for a Phase Two Settlement Class Member to submit a Phase Two Action Fund Claims Form is July 31, 2026.

Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by the Settlement and any judgment or other final disposition related to the Settlement, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against 3M separately if those Claims are within the scope of the Release.

YOU CAN OPT OUT OF THE SETTLEMENT. If you do not wish to be a Settlement Class Member and do not want to participate in the Settlement and receive a settlement check, you may exclude yourself from the Class by completing and mailing a notice of intention to opt out. Any Person within the Settlement Class that wishes to opt out of the Settlement Class and Settlement must serve a written and signed statement entitled “Request for Exclusion” on the Notice Administrator, the Special Master, the Claims Administrator, 3M’s Counsel, and Class Counsel no later than **December 11, 2023**.

YOU CAN OBJECT TO THE SETTLEMENT. Any Settlement Class Member that has not successfully excluded itself (“opted out”) may object to the Settlement. Any Settlement Class Member that wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated “Objection” with the Clerk of the Court and provide service on 3M’s Counsel and Class Counsel no later than **November 11, 2023**.

VISIT WWW.PFASWATERSETTLEMENT.COM FOR COMPLETE INFORMATION ABOUT YOUR RIGHTS

The Court’s Final Fairness Hearing. The Court will hold the Final Fairness Hearing in Charleston Courtroom #1, J. Waties Waring Judicial Center of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on **February 2, 2024 at 10:00 a.m. EST**. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified, (iv) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement, (v) the amount of attorneys’ fees and costs to be awarded to Class Counsel, if any, and (vi) the amount of the award to be made to the Class Representatives for their services, if any.

The Final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

How Do I Get More Information? Please visit **www.PFASWaterSettlement.com** or call toll free **1-855-714-4341**. You may also contact Class Counsel or the Notice Administrator for more information:

Class Counsel	Class Counsel
Scott Summy Baron & Budd, P.C. 3102 Oak Lawn Ave., Ste. 1100 Dallas, TX 75219 Email: ssummy@baronbudd.com	Michael A. London Douglas & London 59 Maiden Lane, 6th Fl. New York, NY 10038 Email: mlondon@douglasandlondon.com
Paul J. Napoli Napoli Shkolnik 1302 Avenida Ponce de Leon San Juan, PR 00907 Email: pnapoli@NSPRlaw.com	Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Drive, 24 th Floor Chicago, IL 60606 beth@feganscott.com
Joseph F. Rice Motley Rice LLC 28 Bridgeside Blvd. Mt. Pleasant, SC 29464	

Notice Administrator	Claims Administrator
In re: Aqueous Film-Forming Foams Products Liability Litigation c/o 3M Notice Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 Email: PFASSettlement@AngeionGroup.com	AFFF Public Water System Claims PO Box 4466 Baton Rouge, LA 70821 Email: Info@pfaswatersettlement.com