



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

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

MONDAY, FEBRUARY 19, 2024 AT 6:30 PM

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

AGENDA

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

- I. Village Board Committee of the Whole**
 - a. Call to Order
 - b. Roll Call
 - c. Village Board Committee of the Whole & Committee Meeting Minutes of January 2, 2024
- II. Streets & Highways Committee – D'Alessandro, Russell, Vlach (2 Min.)**
 - a. Call to Order
 - b. Roll Call
 - c. Proposal for Downtown Master Plan
 - d. Adjourn
- III. Water & Sewer Committee – Umans, Jaramillo, Vlach (10 Min.)**
 - a. Call to Order
 - b. Roll Call
 - c. Consideration and Possible Action on Walworth County Metropolitan Sewerage District 2024 Rate Update
 - d. Consideration and Possible Action for Sanitary Sewer Service Line Replacement for the Field House
 - e. Engineers Report
 - f. Adjourn
- IV. Protective Services Committee – Vlach, Russell, Jaramillo (5 Min.)**
 - a. Call to Order
 - b. Roll Call
 - c. Presentation of Life Saving Award to Officer Jeremiah Gates

- d. Police Department Monthly Numbers
- e. Police Chief's Report
- f. Fontana Emergency Medical Services (EMS) Monthly Numbers
- g. Adjourn

V. Parks & Lakefront Committee – Russell, Wright, Umans (30 Min.)

- a. Call to Order
- b. Roll Call
- c. Consideration and Possible Action on a Request From the Friends of Williams Bay Schools to Place Flags at Edgewater Park
- d. Approval of the Edgewater Park Use and Policy Contract for Williams Bay Lions Club Pancake Day (July 6, 2024), Corn and Brat Fest (August 9-11, 2024) and Car Show (October 12, 2024)
- e. Approval of the Edgewater Park Use and Policy Contract for Williams Bay Fine Art Fest July 27 - 28, 2024
- f. Consideration and Possible Action on Williams Bay Lions Club Donation of Improvements to the Edgewater Park Pavillion Bathrooms
- g. Consideration and Possible Action on Memorandum of Understanding with the Town of Linn for the purchase of 2024 Beach Tags
- h. Consideration and Possible Action on Proposal from Austin Pier Services Inc for Pier Repairs
- i. Consideration and Possible Action on Quote from Gage Marine for Repairs to the East Pier
- j. Consideration and Possible Action on Quote from Gage Marine for Repairs to the West Pier
- k. Adjourn

VI. Finance & Personnel Committee – Wright, D'Alessandro, Umans (30 Min.)

- a. Call to Order
- b. Roll Call
- c. Tax Increment Financing (TIF) District Preliminary Review - Presentation and Discussion.
- d. Consideration and Possible Action on Memorandum of Understanding with the Town of Linn for the purchase of 2024 Beach Tags
- e. Consideration and Possible Action for Sanitary Sewer Service Line Replacement for the Field House
- f. Consideration and Possible Action on Proposal from Austin Pier Services Inc for Pier Repairs
- g. Consideration and Possible Action on Quote from Gage Marine for Repairs to the East Pier
- h. Consideration and Possible Action on Quote from Gage Marine for Repairs to the West Pier
- i. Recommendation of Resolution for Establishing a Policy for HSA (Health Savings Account)
- j. Consideration and Possible Action on Walworth County Metropolitan Sewerage District 2024 Rate Update
- k. Consideration and Possible Action on (1) Release and Termination of Existing Easement for Storm Sewer, (2) Release and Termination of Existing Easement Agreement, (3) Storm Sewer Easement Agreement for 1 N. Walworth Avenue
- l. Resolution R-11-24 Updating Signatory Cards Authorizations With First National Bank and Trust
- m. Discussion and Possible Action on Increase of Buoy Fee
- n. Adjourn

VII. Village Board Committee of the Whole

- a.** Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole).
- b.** Adjournment

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

Posted: 02/16/2024 5:00 PM



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

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

TUESDAY, JANUARY 2, 2024 AT 6:45 PM
FOLLOWING THE VILLAGE BOARD OF TRUSTEES MEETING
VILLAGE HALL COUNCIL ROOM
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

I. Village Board Committee of the Whole

a. Call to Order

President Duncan called the meeting to order at 07:05pm.

b. Roll Call

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

Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Harbor Master Jay Blincoe, Assistant Harbor Master Nick Asta, Library Director Joy Schnupp, Village Treasurer Jennifer Wiese, Village Clerk Tina Kolls

c. Village Board Committee of the Whole & Committee Meeting Minute of December 4, 2023

The motion to approve the Village Board Committee of the Whole & Committee Meeting Minute of December 4, 2023 was initiated by Trustee Umans and seconded by Trustee Vlach. Unanimously carried.

II. Building, Zoning & Ordinance Committee – Jaramillo, Wright, D'Alessandro (10 Min.)

a. Call to Order

Chairman Trustee Jaramillo called the meeting to order at 07:06pm.

b. Roll Call

Present: Trustees Jaramillo, Wright, and D'Alessandro

Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Harbor Master Jay Blincoe, Assistant Harbor Master Nick Asta, Library Director Joy Schnupp, Village Treasurer Jennifer Wiese, Village Clerk Tina Kolls

c. Discussion and possible action of establishing into Ordinance 110 a protocol for making up Village meetings that occur on holidays

There was a discussion about the possibility of establishing into Ordinance 110 a protocol for making up village meetings that occur on holidays. There was no action taken.

d. Discussion and possible action on a resolution requiring a notification process by all staff including

contracted services representing the Village to notify all Trustees on upcoming meetings or any interactions regarding rezoning, developments or anything that may be related.

The motion to recommend a resolution requiring a notification process by all staff including contracted services representing the Village to notify all Trustees about upcoming meetings or any interactions regarding rezoning, developments or anything that may be related was initiated by Trustee D'Alessandro and seconded by Trustee Wright. Unanimously carried.

e. Adjournment

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee D'Alessandro at 07:23pm. Unanimously carried.

III. Water & Sewer Committee – Umans, Jaramillo, Vlach (10 Min.)

a. Call to Order

Chairman Trustee Umans called the meeting to order at 07:23pm.

b. Roll Call

Present: Trustees Umans, Jaramillo, and Vlach

Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Harbor Master Jay Blincoe, Assistant Harbor Master Nick Asta, Library Director Joy Schnupp, Village Treasurer Jennifer Wiese, Village Clerk Tina Kolls

c. Water & Sewer Committee Meeting Minutes of December 18, 2023

The motion to approve the Water & Sewer Committee Meeting Minutes of December 18, 2023 as corrected was initiated by Trustee Vlach and seconded by Trustee Umans. Unanimously carried.

d. Engineers Report

Village Engineer Snyder gave the Engineers Report. The highlights were:

- Update on STH 67 Reconstruction North/South Section
- Update on STH 67 Reconstruction East/West Section
- Update on Water Plant Letter Flood Map (LOMR) Revision Assistance
- Update on Corrosion Control Study
- Update on Lime Reactor Cleaning
- Update on Well 2 Pump Replacement
- Update on Geneva Lake Dredging at Southwick Creek
- Update on Tennis and Basketball at Theatre Road Park
- Update on Harris Road Lift Station (LS 3) Replacement
- Update on Clover Street and Williams Street Water Main Connection
- Update on Bailey Estates - Phase 4 & 5
- Update on Antenna Structure on Parcel WWUP 00021A - West of Village Hall

e. Adjournment

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

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

a. Call to Order

Chairman Trustee Vlach called the meeting to order at 07:42pm.

b. Roll Call

Present: Trustees Vlach, Russell and Jaramillo

Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Harbor Master Jay Blincoe, Assistant Harbor Master Nick Asta, Library Director Joy Schnupp,

c. Protective Services Committee Meeting Minutes of 11/20/2023

The motion to approve the Protective Services Committee Meeting Minutes of 11/20/2023 was initiated by Trustee Russell and seconded by Trustee Jaramillo. Unanimously carried.

d. Williams Bay Civic League Temporary Class "B"/"Class B" Retailer's License Application for the Chili Cook Off February 3, 2024

The motion to approve the Williams Bay Civic League Temporary Class "B"/"Class B" Retailer's License Application for the Chili Cook Off February 3, 2024 was initiated by Trustee Jaramillo and seconded by Trustee Russell. Unanimously carried.

e. Discussion and possible action on reallocation of borrowed funds

The motion to recommend the Finance & Personnel Committee approval of the carryover of budgeted unspent funds from 2023 to 2024 from Police Department Capital outlay in the amount of \$65,879.90 and Emergency Management Capital Outlay in the amount of \$34,310.22 for a Total of \$100,190.12 was initiated by Trustee Vlach and seconded by Trustee Jaramillo. Unanimously carried.

The motion to recommend the Finance & Personnel Committee approval of the reallocation of borrowed funds in the amount of \$6,000.00 for Red Dot sites for the Police Department Fire Arms was initiated by Trustee Jaramillo and seconded by Trustee Vlach. Unanimously carried.

f. Police Department Monthly Numbers

The committee reviewed the Police department monthly numbers.

g. Police Chief's Report

Police chief Timm gave a brief report. The highlights were:

- Officer Borgan was chosen as School District Employee of the Month
- Officers participated in in-service training which included sobriety testing, child advocacy, medical examiner and etc.
- Brief update on radio towers
- Brief update on activities during the holidays

h. Fontana Emergency Medical Services (EMS) Monthly Numbers

The committee reviewed the Fontana Emergency Medical Services (EMS) montly numbers.

i. Adjournment

The motion to adjourn was initiated by Trustee Jaramillo and seconded by Trustee Russell at 08:06pm. Unanimously carried.

V. Parks & Lakefront Committee – Russell, Wright, Umans (20 Min.)

a. Call to Order

Chairman Trustee Russell called the meeting to order at 08:06pm.

b. Roll Call

Present: Trustees Russell, Wright and Umans

Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Harbor Master Jay Blincoe, Assistant Harbor Master Nick Asta, Library Director Joy Schnupp, Village Treasurer Jennifer Wiese, Village Clerk Tina Kolls

c. Parks & Lakefront Committee Meeting Minutes of December 11, 2023

The motion to approve the Parks & Lakefront Committee Meeting Minutes of December 11, 2023 was initiated by Trustee Umans and seconded by Trustee Wright. Unanimously carried.

d. Approval of the Edgewater Park Use and Policy Contract for Williams Bay Lioness Lions Club Lakeside

Craft Market 2024.

The motion to recommend Village Board approval of the Edgewater Park Use and Policy Contract for Williams Bay Lioness Lions Club Lakeside Craft Market 2024 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

e. Recommendation and Possible action to Post the Part-Time Seasonal Harbor Master Position

The committee gave direction to Administrator Lothspeich to post the Part-Time Seasonal Harbor Master Position and strongly encouraged the Assistant Harbor Master, Nick Asta to apply.

f. Recommendation and Possible action on a quote received from Gunner Olsen to Replace Lakefront Wooden Timbers

The motion to recommend the Finance and Personnel Committee approval of a quote received from Gunner Olsen to replace Lakefront Wooden Timbers not to exceed \$15,000 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

g. Recommendation on the purchase of materials for the replacement of the Pedestrian Bridge at Southwick Creek and Geneva Lake

The committee requested that Village Engineer Doug Snyder get multiple quotes for the purchase of the materials.

h. Adjournment

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Wright at 08:16pm. Unanimously carried.

VI. Finance & Personnel Committee – Wright, D'Alessandro, Umans (20 Min.)

a. Call to Order

Chairman Trustee Wright called the meeting to order at 08:16pm.

b. Roll Call

Present: Trustees Wright, D'Alessandro, and Umans

Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Library Director Joy Schnupp, Village Treasurer Jennifer Wiese, Village Clerk Tina Kolls

c. Finance & Personnel Committee Meeting Minutes of December 18, 2023

The motion to approve the Finance & Personnel Committee Meeting Minutes of December 18, 2023 was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

d. Consideration of adding a Part-time Administrative Assistant position to support the Village Office operations (Average 10 hrs. for Village office with the current 30 hrs. at Village Library)

The motion to recommend Village Board approval of adding a Part-time Administrative Assistant position to support the Village Office operations (Average 10 hrs. for Village office with the current 30 hrs. at Village Library) was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

e. Recommendation and Possible action on a quote received from Gunner Olsen to Replace Lakefront Wooden Timbers

The motion to recommend Village Board approval of a quote received from Gunner Olsen to replace Lakefront Wooden Timbers not to exceed \$15,000 to be funded from ARPA Funds was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

f. Recommendation on the purchase of materials for the replacement of the Pedestrian Bridge at Southwick Creek and Geneva Lake

This item was tabled until quotes are received.

g. Discussion and possible action on reallocation of borrowed funds

The motion to approve the reallocation of borrowed funds in the amount of \$6,000.00 for Red Dot sites for the Police Department Fire Arms was initiated by Trustee Wright and seconded by Trustee D'Alessandro. Unanimously carried.

The motion to approve the carryover of budgeted unspent funds from 2023 to 2024 from Police Department Capital outlay in the amount of \$65,879.90 and Emergency Management Capital Outlay in the amount of \$34,310.22 for a Total of \$100,190.12 was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously carried.

h. Monthly Borrowings Status Report

The committee reviewed the monthly borrowings status report.

i. Adjournment

The motion to adjourn was initiated by Trustee D'Alessandro and seconded by Trustee Umans at 08:26pm. Unanimously carried.

VII. Village Board Committee of the Whole

a. Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole).

There was no action taken on matters discussed in Committee.

b. Adjournment

The motion to adjourn was initiated by Trustee Vlach and seconded by Trustee Russell at 08:26pm. Unanimously carried.

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



Telephone: (262) 728-4140

Fax: (262) 728-4142

WALWORTH COUNTY METROPOLITAN SEWERAGE DISTRICT

975 W. Walworth Ave. • Delavan, WI 53115

www.walcomet.org

November 16, 2023

Mr. David Lothspeich
Village Of Williams Bay
P.O. Box 580
Williams Bay, WI 53191

Re: 2024 Rate Update

Dear Mr. Lothspeich,

At the regular monthly meeting, on November 14th, the Commission of Walworth County Metropolitan Sewerage District approved the 2024 rates. With the assistance of MSA Professional Services, WalCoMet updates the sewer rates annually. We strive for consistency in our rates and are cognizant of how they affect our entities. For 2024 the rates increased mostly due to new long-term debt payments for the phosphorus reduction capital construction project. For 2024 the Commission decided to use approximately \$1.2 million of cash reserves to offset a budget shortfall, minimizing the impact to the rates. WalCoMet charges for wastewater treatment in five billing parameters; volume, biological oxygen demand (BOD), total suspended solids (TSS), nitrogen, and customer units. Below is a table with the adopted 2024 rates and three years of historical rates.

Billing Parameter	2021	2022	2023	2024
Volume	\$1.17	\$1.17	\$1.25	\$1.42
BOD	\$0.66	\$0.68	\$0.70	\$0.77
TSS	\$0.49	\$0.49	\$0.51	\$0.56
Nitrogen	\$3.34	\$3.17	\$3.30	\$3.57
Customer Units	\$3.48	\$3.29	\$3.30	\$3.70

In addition, the connection fee will increase slightly to \$4,230 per customer unit for each new connection. If you have any questions or would like to receive a copy of our 2024 rate update, please contact me. Thank you.

Sincerely,

Neal A. Kolb
Administrator

Wayne Edwards

To:Steven Russell;Robert Umans

Cc:David Lothspeich;Tina Kolls

Wed 2/7/2024 9:43 AM

Steve,

I will work on getting a quote for installing hand dryers at the fieldhouse.

I would also like to replace the sewer line from the sidewalk to the main, which would be T&M work which I'd estimate not to exceed \$2500.

Best Regards,

Wayne Edwards

Director of Public Works

Village of Williams Bay

From: Timothy McDonald <timothyimcd@gmail.com>
Sent: Thursday, February 8, 2024 8:48:49 AM
To: Steven Russell <srussell@vi.williamsbay.wi.gov>
Subject: Use of Edge Water Park March 20th

Good morning Steven,

This is Tim McDonald from Friends of Williams Bay Schools, a vote yes committee formed to help inform and educate the community of the upcoming school referendum vote on April 2nd . We spoke yesterday on the phone regarding the use of Edge Water Park on March 20th.

The plan is to hold an event at Edge Water Park on March 20th from about 4pm-6pm. At the event we will discuss the upcoming school referendum and place pinwheels for each student currently attending Williams Bay Schools in the park. We are seeking permission to leave the pinwheels and several yard signs in the park up until April 2nd the day of voting or as long as permissible.

We are also seeking permission to the placing of several yard signs or banner style signs at other locations in the community. Several of the areas we would like to place signs would be in Frost Park, and Lions Fieldhouse facing HWY 67 from approx March 1st thru April 2nd.

Please let me know if you have any questions. Please feel free to email me or call me at 262-745-1030

Best Regards,

Tim McDonald



Page 1 EDGEWATER PARK USE AND POLICY CONTRACT

EDGEWATER PARK USE AND POLICY CONTRACT

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

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

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

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

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

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

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

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

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

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

DS
Handwritten initials "KM" in black ink, with a small "DS" in the top right corner of the box.



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

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

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

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

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

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

Indemnification:

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

General Information

Name: Karl McKillip Organization: Williams Bay Lions Club

Address: _____

Phone: 262-206-9545 Email: williamsbaylionpresident@gmail.com

Title of Event: Annual Club Events. See Summary

Date(s) requested: See Below Is event open to public? (circle one) **YES** **-NO-**

Summary of Event including the approximate number of attendees:

- 1) Pancake Day - July 6th, 2024
- 2) Corn and Brat - August 9th - 11th, 2024
- 3) Car Show - October 12th, 2024

Contact Information (if different than above)

Name: Karl McKillip Organization: Williams Bay Lions Club

Address: _____



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: 262-206-9545 Email: williamsbaylionpresident@gmail.com



Page 4 EDGEWATER PARK USE AND POLICY CONTRACT

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

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

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

DATED this 1/27/2024 day of _____, 20____

Group or organization Williams Bay Lions Club

Our liability insurance provided by: _____

(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: [Signature]
President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:

DS
KM

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-7-24**

**A RESOLUTION APPROVING EDGEWATER PARK USE AND POLICY CONTRACT
(Williams Bay Lions Club)**

WHEREAS, on February 19, 2024, the Village of Williams Bay Parks and Lakefront Committee determined that it is in the best interests of the Village and its residents to authorize approval of the attached Edgewater Park Use and Policy Contract:

- (1.) **Williams Bay Lions Club Pancake Day – July 6, 2024**
- (2.) **Williams Bay Lions Club Corn and Brat Fest – August 9th – 11th, 2024**
- (3.) **Williams Bay Lions Club Car Show – October 12, 2024**

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended Edgewater Park Use and Policy Contract.

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

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

Section II: Approval. The President and Board of Trustees hereby approves the recommended Use and Policy Contract and authorizes the event, therefore.

Approved by the Village Board of the Village of Williams Bay this 19th day of February 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



EDGEWATER PARK USE AND POLICY CONTRACT

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

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

- 1) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four (4) weeks prior to the event.
- 2) Organizations requesting the park must be non-profit, civic-minded Williams Bay based groups or have a constituency composed primarily of Williams Bay residents. Organization must also possess liability and worker's compensation insurance as required by the Village Board for your particular event.
- 3) A Five Hundred Dollar (\$500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.
- 4) Organization using the Park agrees to repair or replace any items broken, stolen or lost, such as mops, brooms or cleaning equipment; lights or bathroom fixtures, lawn turf, etc., during the time the Park is used.
- 5) Organization using the Park must keep the park clean and orderly during your event, including allowing others to freely access the park and the bathrooms. Also, agrees to pick up litter as it accumulates and clean rest rooms during the time of your event. All clean up must be performed by 10:00 AM of the day following the event unless specifically changed by the Village Administrator.
- 7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.
- 8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.
 - a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.01 shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.
 - b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.
 - c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.
 - d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.
 - e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.
 - f) A list of those serving alcoholic beverages at this event must accompany this contract.



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

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

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

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

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

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

Indemnification:

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

General Information

Name: Sandra Johnson Organization: Williams Bay Cultural Arts Alliance

Address: P.O. Box 314, Williams Bay, WI 53191

Phone: 262.325.1065 Email: wbculturalartsalliance@gmail.com

Title of Event: Williams Bay Fine Art Fest

Date(s) requested: July 27 + 28, 2024 Is event open to public? (circle one) YES NO

Summary of Event including the approximate number of attendees:

The WB Fine Art Fest is a juried fine art festival with live music. Over 45 artists participate in this event; This event is 49 years old this year. The art fest is a program of the WB Cultural Arts Alliance, a 501c3 organization founded in 2013 to encourage + support cultural arts.

Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: 262.325.1065 Email: wbculturalartsalliance@gmail.com



Page 4 EDGEWATER PARK USE AND POLICY CONTRACT

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

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

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

DATED this 24 day of January, 2024

Group or organization Williams Bay Cultural Arts Alliance

Our liability insurance provided by: West Bend

(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: [Signature]
President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:

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

(262) 245-2700

Receipt No: 20.000999

Jan 26, 2024

REC DEPARTMENT - EDGEWATER PARK DEPOSIT	500.00
100-44108 EDGEWATER DEPOSIT	
Total:	500.00
CHECKS	500.00
Check No: 1043	
Payor: WILLIAMS BAY CULTURAL ARTS ALLIAN	
Total Applied:	500.00
Change Tendered:	.00

01/26/2024 1:22 PM

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-10-24**

A RESOLUTION APPROVING EDGEWATER PARK USE AND POLICY CONTRACT

WHEREAS, on February 19, 2024, the Village of Williams Bay Parks and Lakefront Committee determined that it is in the best interests of the Village and its residents to authorize approval of the attached Edgewater Park Use and Policy Contract:

(1.) Williams Bay Fine Arts and Crafts Fest for July 27-28, 2024

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended Edgewater Park Use and Policy Contract.

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

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

Section II: Approval. The President and Board of Trustees hereby approves the recommended Applications and authorizes the event, therefore.

Approved by the Village Board of the Village of Williams Bay this 19th day of February 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

CONSTRUCTION PROPOSAL

Pavillion Bathroom | Edgewater Park

General Contractor
Knight Construction

PROJECT
Pavillion Bathroom

PREPARED BY:
Wally Knight

ATTENTION
WB Lions Club

Quantity	DESCRIPTION	Unit Cost	AMOUNT
1	(6) Toilets; (2) Urinals; (4) Push Button Faucets	\$2,580.00	\$2,580.00
2	Hemlock Commercial Hand Dryers	\$760.00	\$1,520.00
1	Trim	\$1,000.00	\$1,000.00
4	Greenwich wall mount single sink	\$100.00	\$400.00
1	Partition Stalls (Toilets and Urinal Dividers)	\$4,000.00	\$4,000.00
2	Partition Divider Labor Install	\$750.00	\$1,500.00
2	New Mirror	\$150.00	\$300.00
4	Soap Dispensers	\$50.00	\$200.00
2	Baby Changing Station	\$250.00	\$500.00
2	Epoxy Flooring	\$1,000.00	\$2,000.00
2	Painting - Walls and ceiling	\$2,000.00	\$4,000.00
2	Miscellaneous	\$1,000.00	\$2,000.00
1	Dumpster	\$300.00	\$300.00
6	Toilet Paper Dispensers	\$50.00	\$300.00
1	Demo	\$600.00	\$600.00
2	New Windows	\$250.00	\$500.00
2	Electrical (Light Fixtures, Toggles, Outlets)	\$300.00	\$600.00

SUBTOTAL \$22,300.00

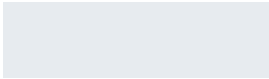
THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:
Enter conditions here

TAX RATE 0.00%

SALES TAX \$0.00

OTHER

TOTAL \$22,300.00



Quantity	DESCRIPTION	Unit Cost	AMOUNT
----------	-------------	-----------	--------

—

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Village of Williams Bay (the Village) and the Town of Linn (the Town), effective as of the date of the last signature of the parties to this Agreement.

RECITALS

A. The Village operates a municipal beach within the corporate boundaries of the Village which provides access to Geneva Lake (the Beach).

B. The Village has determined that it is appropriate in 2024 to allow access to the Beach by individuals who are not residents of the Village, subject to the purchase of beach tags for that purpose.

AGREEMENT

In consideration of the Recitals and provisions which follow, the Village and the Town agree to the following.

1. The Village agrees to provide and bill the Town for 200 beach tags at the non-resident rate. If additional tags are needed, the Village will provide and bill the requested amount. Any unsold tags will be returned to the Village and a refund will be issued.

2. The Town agrees to pay the billing from the Village for the beach tags within 30 days of receipt of tags. Unsold tags will need to be returned to the Village on or before October 1, 2024. Refund will be issued to the Town within 30 days of receipt.

3. This MOU may be executed in multiple counterparts. Signatures transmitted by e-mail in PDF shall be treated as originals.

APPROVED by the Village Board of the Village of Williams Bay this _____ day of _____, 2024.

VILLAGE OF WILIAMS BAY

By: _____
William Duncan, Village President

ATTESTED:

By: _____
Tina Kolls, Village Clerk

APPROVED by the Town Board of the Town of Linn this _____ day of _____, 2024.

TOWN OF LINN

By: _____
James Weiss, Town Chairperson

ATTEST:

Alyson Morris, Town Clerk



N1398 Hwy. 14 West of Walworth
Walworth, WI 53184-5704

Proposal

DATE	Proposal #
11/27/2023	7235

NAME / ADDRESS
Village of Williams Bay P.O. Box 580 Williams Bay, WI 53191

P.O. NO.	TERMS	PIER NUMBER
		249

ITEM	DESCRIPTION	QTY	COST EACH	TOTAL
ACTION	PIER REPAIRS NEEDED FOR THIS YEAR ARE:			0.00T
	SWIM PIER EAST			
Build Deck	DECKING labor	2	35.00	70.00T
DFS-20601	2x6-1 select Doug fir painted	64	4.00	256.00T
TR-20401	2x4-1 Treated Pine	12	2.50	30.00T
Bostich S8DR	S8DR deck nail	72	0.05	3.60T
	SWIM PIER WEST			
Build Deck	DECKING labor	2	35.00	70.00T
DFS-20601	2x6-1 select Doug fir painted	64	4.00	256.00T
TR-20401	2x4-1 Treated Pine	12	2.50	30.00T
Bostich S8DR	S8DR deck nail	72	0.05	3.60T
0145/16 "E"	U-bolt for 1-1/2" pipe 5/16"x2"x2-11/16" with 1" thread	1	5.00	5.00
	MUNICIPAL PIER			
Build Deck	DECKING labor	4	35.00	140.00T
DFS-20601	2x6-1 select Doug fir painted	64	4.00	256.00T
TR-20401	2x4-1 Treated Pine	32	2.50	80.00T
Bostich S8DR	S8DR deck nail	192	0.05	9.60T
DFP2-40612	4x6-12 Doug fir #1 painted CENTER STRINGERS	9	125.00	1,125.00T
Build Timbers	TIMBERS labor	10	100.00	1,000.00T
DFP2-60612	6x6-12 Doug fir #1 painted	7	215.00	1,505.00T
TR-20401	2x4-1 Treated Pine	78	2.50	195.00T
#9X3	#3X9 PRIME GUARD PLUS SCREWS	85	0.10	8.50T
DFP2-60620	6x6-20 Doug fir #1 painted	3	350.00	1,050.00T
Build Horses	HORSES labor	3	200.00	600.00T
DFP2-60612	6x6-12 Doug fir #1 painted	2	215.00	430.00T
DFP2-60620	6x6-20 Doug fir #1 painted	1	350.00	350.00T
DFP2-60622	6x6-22 Doug fir #1 painted	1	460.00	460.00T
DFP2-21008	2x10-08 Doug fir #2 painted	1	64.00	64.00T
Please pay for repairs in full to assure work is done for spring. Thank You. Happy Holidays!!			TOTAL	

SIGNATURE

Phone #	Credit Card	E-mail	Web Site
262-275-2615	3% Fee Charge	darrell@austinpierservice.com	www.austinpierservice.com



N1398 Hwy. 14 West of Walworth
Walworth, WI 53184-5704

Proposal

DATE	Proposal #
11/27/2023	7235

NAME / ADDRESS
Village of Williams Bay P.O. Box 580 Williams Bay, WI 53191

P.O. NO.	TERMS	PIER NUMBER
		249

ITEM	DESCRIPTION	QTY	COST EACH	TOTAL
DFP2-21016	2x10-16 Doug fir #2 painted	1	128.00	128.00T
DFS-20601	2x6-1 select Doug fir painted	39	4.00	156.00T
CBZ1209.5	1/2x9.5 carriage bolt	12	4.00	48.00T
5/16x4	5/16x4 Lag Screw	36	0.75	27.00T
Bostich S10D	S10D nail	78	0.05	3.90T
DFP2-21210	2x12-10 Doug fir #2 painted DECK BOARDS LAUNCH PIER EAST	25	98.50	2,462.50T
Build bumper	EPS bumper labor	1	50.00	50.00T
EPS2612	Lumber Rock white 2x6-12'	0.5	135.10	67.55T
Build Horses	HORSES labor	2	200.00	400.00T
DFP2-60616	6x6-16 Doug fir #1 painted	1	285.00	285.00T
DFP2-60622	6x6-22 Doug fir #1 painted	1	460.00	460.00T
DFP2-21012	2x10-12 Doug fir #2 painted	2	85.00	170.00T
DFS-20601	2x6-1 select Doug fir painted	18	4.00	72.00T
CBZ1209.5	1/2x9.5 carriage bolt	8	4.00	32.00T
5/16x4	5/16x4 Lag Screw	24	0.75	18.00T
Bostich S10D	S10D nail	44	0.05	2.20T
	LAUNCH PIER WEST			
Build bumper	EPS bumper labor	1	50.00	50.00T
EPS2612	Lumber Rock white 2x6-12'	0.5	135.10	67.55T
Build Timbers	TIMBERS labor	1	100.00	100.00T
DFP2-60622	6x6-22 Doug fir #1 painted	1	460.00	460.00T
Delivery	DELIVER REPAIR WORK	4	100.00	400.00T
	Tax Exempt		0.00	0.00
Please pay for repairs in full to assure work is done for spring. Thank You. Happy Holidays!!			TOTAL	\$13,457.00

SIGNATURE _____

Phone #	Credit Card	E-mail	Web Site
262-275-2615	3% Fee Charge	darrell@austinpier-service.com	www.austinpier-service.com



1 Liechty Drive
P.O. BOX 220
Williams Bay, WI 53191
PH: (262)245-5501
FAX: (262)245-9052

Estimate # : 570749 Retail
Written by : Jessica Ackman

ID/Pier# : 0000001231 Pier 250
Lake : Lake Geneva
Land Address : Geneva
Boat Co. : Gage does some boats
Canvas Co. :

0000000542 * Williams Bay, Village of
PO Box 580
Williams Bay, WI 53191

Home
Work (262) 245 - 2700
Cell (262) 245 - 2703
Email treasurer@williamsbay.org

Operation	Description
-----------	-------------

NOTE EAST PIER

Job Total 0.00 ☐ Approval

50.H REPAIR DAMAGED/BAD PIER PARTS: 7 Horses

Job Total 6,828.15 ☐ Approval

50.S REPAIR DAMAGED/BAD PIER PARTS: 12 Stringers

Job Total 7,568.55 ☐ Approval

50.D REPAIR DAMAGED/BAD PIER PARTS: 46 Pallets of Decking

Job Total 11,368.36 ☐ Approval

Thank you for your business!

Please authorize this estimate by email to
piers@gagemarine.com

If you have any questions, please contact
Jessica at #262-245-5501 x428

Estimate Summary

WI STATE 5%

WALWORTH COUNTY .5%

Total Estimate \$25,765.06

ESTIMATES: Estimates are valid for 15 days from the date written. Gage Marine reserves the right to adjust all estimates based on changes to parts or labor costs, rates and availability pricing fluctuations. Gage Marine reserves the right to amend all estimates for damage/failure not yet found that may be discovered during repairs or runability tests. *Some approved services cannot be estimated, so the customer is approving all fees applicable to approved requested services.



1 Liechty Drive
P.O. BOX 220
Williams Bay, WI 53191
PH: (262)245-5501
FAX: (262)245-9052

Estimate # : 570750 Retail
Written by : Jessica Ackman

ID/Pier# : 0000001231 Pier 250
Lake : Lake Geneva
Land Address : Geneva
Boat Co. : Gage does some boats
Canvas Co. :

0000000542 * Williams Bay, Village of
PO Box 580
Williams Bay, WI 53191

Home
Work (262) 245 - 2700
Cell (262) 245 - 2703
Email treasurer@williamsbay.org

Operation	Description
-----------	-------------

NOTE	WEST PIER
------	-----------

Job Total 0.00 ☐ Approval

50.H REPAIR DAMAGED/BAD PIER PARTS: 14 Horses

Job Total 14,757.61 ☐ Approval

50.D REPAIR DAMAGED/BAD PIER PARTS: 43 Pallets for Decking

Job Total 10,327.63 ☐ Approval

50.S REPAIR DAMAGED/BAD PIER PARTS: 15 Stringers

Job Total 14,161.32 ☐ Approval

Thank you for your business!

**Please authorize this estimate by email to
piers@gagemarine.com**

**If you have any questions, please contact
Jessica at #262-245-5501 x428**

Estimate Summary

WI STATE 5%
WALWORTH COUNTY .5%

Total Estimate \$39,246.56

ESTIMATES: Estimates are valid for 15 days from the date written. Gage Marine reserves the right to adjust all estimates based on changes to parts or labor costs, rates and availability pricing fluctuations. Gage Marine reserves the right to amend all estimates for damage/failure not yet found that may be discovered during repairs or runability tests. *Some approved services cannot be estimated, so the customer is approving all fees applicable to approved requested services.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Village of Williams Bay (the Village) and the Town of Linn (the Town), effective as of the date of the last signature of the parties to this Agreement.

RECITALS

- A. The Village operates a municipal beach within the corporate boundaries of the Village which provides access to Geneva Lake (the Beach).
- B. The Village has determined that it is appropriate in 2024 to allow access to the Beach by individuals who are not residents of the Village, subject to the purchase of beach tags for that purpose.

AGREEMENT

In consideration of the Recitals and provisions which follow, the Village and the Town agree to the following.

1. The Village agrees to provide and bill the Town for 200 beach tags at the non-resident rate. If additional tags are needed, the Village will provide and bill the requested amount. Any unsold tags will be returned to the Village and a refund will be issued.
2. The Town agrees to pay the billing from the Village for the beach tags within 30 days of receipt of tags. Unsold tags will need to be returned to the Village on or before October 1, 2024. Refund will be issued to the Town within 30 days of receipt.
3. This MOU may be executed in multiple counterparts. Signatures transmitted by e-mail in PDF shall be treated as originals.

APPROVED by the Village Board of the Village of Williams Bay this _____ day of _____, 2024.

VILLAGE OF WILIAMS BAY

By: _____
William Duncan, Village President

ATTESTED:

By: _____
Tina Kolls, Village Clerk

APPROVED by the Town Board of the Town of Linn this _____ day of _____, 2024.

TOWN OF LINN

By: _____
James Weiss, Town Chairperson

ATTEST:

Alyson Morris, Town Clerk

Wayne Edwards

To:Steven Russell;Robert Umans

Cc:David Lothspeich;Tina Kolls

Wed 2/7/2024 9:43 AM

Steve,

I will work on getting a quote for installing hand dryers at the fieldhouse.

I would also like to replace the sewer line from the sidewalk to the main, which would be T&M work which I'd estimate not to exceed \$2500.

Best Regards,

Wayne Edwards

Director of Public Works

Village of Williams Bay



N1398 Hwy. 14 West of Walworth
Walworth, WI 53184-5704

Proposal

DATE	Proposal #
11/27/2023	7235

NAME / ADDRESS
Village of Williams Bay P.O. Box 580 Williams Bay, WI 53191

P.O. NO.	TERMS	PIER NUMBER
		249

ITEM	DESCRIPTION	QTY	COST EACH	TOTAL
ACTION	PIER REPAIRS NEEDED FOR THIS YEAR ARE:			0.00T
	SWIM PIER EAST			
Build Deck	DECKING labor	2	35.00	70.00T
DFS-20601	2x6-1 select Doug fir painted	64	4.00	256.00T
TR-20401	2x4-1 Treated Pine	12	2.50	30.00T
Bostich S8DR	S8DR deck nail	72	0.05	3.60T
	SWIM PIER WEST			
Build Deck	DECKING labor	2	35.00	70.00T
DFS-20601	2x6-1 select Doug fir painted	64	4.00	256.00T
TR-20401	2x4-1 Treated Pine	12	2.50	30.00T
Bostich S8DR	S8DR deck nail	72	0.05	3.60T
0145/16 "E"	U-bolt for 1-1/2" pipe 5/16"x2"x2-11/16" with 1" thread	1	5.00	5.00
	MUNICIPAL PIER			
Build Deck	DECKING labor	4	35.00	140.00T
DFS-20601	2x6-1 select Doug fir painted	64	4.00	256.00T
TR-20401	2x4-1 Treated Pine	32	2.50	80.00T
Bostich S8DR	S8DR deck nail	192	0.05	9.60T
DFP2-40612	4x6-12 Doug fir #1 painted CENTER STRINGERS	9	125.00	1,125.00T
Build Timbers	TIMBERS labor	10	100.00	1,000.00T
DFP2-60612	6x6-12 Doug fir #1 painted	7	215.00	1,505.00T
TR-20401	2x4-1 Treated Pine	78	2.50	195.00T
#9X3	#3X9 PRIME GUARD PLUS SCREWS	85	0.10	8.50T
DFP2-60620	6x6-20 Doug fir #1 painted	3	350.00	1,050.00T
Build Horses	HORSES labor	3	200.00	600.00T
DFP2-60612	6x6-12 Doug fir #1 painted	2	215.00	430.00T
DFP2-60620	6x6-20 Doug fir #1 painted	1	350.00	350.00T
DFP2-60622	6x6-22 Doug fir #1 painted	1	460.00	460.00T
DFP2-21008	2x10-08 Doug fir #2 painted	1	64.00	64.00T
Please pay for repairs in full to assure work is done for spring. Thank You. Happy Holidays!!			TOTAL	

SIGNATURE

Phone #	Credit Card	E-mail	Web Site
262-275-2615	3% Fee Charge	darrell@austinpierservice.com	www.austinpierservice.com



N1398 Hwy. 14 West of Walworth
Walworth, WI 53184-5704

Proposal

DATE	Proposal #
11/27/2023	7235

NAME / ADDRESS
Village of Williams Bay P.O. Box 580 Williams Bay, WI 53191

P.O. NO.	TERMS	PIER NUMBER
		249

ITEM	DESCRIPTION	QTY	COST EACH	TOTAL
DFP2-21016	2x10-16 Doug fir #2 painted	1	128.00	128.00T
DFS-20601	2x6-1 select Doug fir painted	39	4.00	156.00T
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5/16x4	5/16x4 Lag Screw	36	0.75	27.00T
Bostich S10D	S10D nail	78	0.05	3.90T
DFP2-21210	2x12-10 Doug fir #2 painted DECK BOARDS LAUNCH PIER EAST	25	98.50	2,462.50T
Build bumper	EPS bumper labor	1	50.00	50.00T
EPS2612	Lumber Rock white 2x6-12'	0.5	135.10	67.55T
Build Horses	HORSES labor	2	200.00	400.00T
DFP2-60616	6x6-16 Doug fir #1 painted	1	285.00	285.00T
DFP2-60622	6x6-22 Doug fir #1 painted	1	460.00	460.00T
DFP2-21012	2x10-12 Doug fir #2 painted	2	85.00	170.00T
DFS-20601	2x6-1 select Doug fir painted	18	4.00	72.00T
CBZ1209.5	1/2x9.5 carriage bolt	8	4.00	32.00T
5/16x4	5/16x4 Lag Screw	24	0.75	18.00T
Bostich S10D	S10D nail	44	0.05	2.20T
	LAUNCH PIER WEST			
Build bumper	EPS bumper labor	1	50.00	50.00T
EPS2612	Lumber Rock white 2x6-12'	0.5	135.10	67.55T
Build Timbers	TIMBERS labor	1	100.00	100.00T
DFP2-60622	6x6-22 Doug fir #1 painted	1	460.00	460.00T
Delivery	DELIVER REPAIR WORK	4	100.00	400.00T
	Tax Exempt		0.00	0.00
Please pay for repairs in full to assure work is done for spring. Thank You. Happy Holidays!!			TOTAL	\$13,457.00

SIGNATURE _____

Phone #	Credit Card	E-mail	Web Site
262-275-2615	3% Fee Charge	darrell@austinpier-service.com	www.austinpier-service.com



1 Liechty Drive
P.O. BOX 220
Williams Bay, WI 53191
PH: (262)245-5501
FAX: (262)245-9052

Estimate # : 570749 Retail
Written by : Jessica Ackman

ID/Pier# : 0000001231 Pier 250
Lake : Lake Geneva
Land Address : Geneva
Boat Co. : Gage does some boats
Canvas Co. :

0000000542 * Williams Bay, Village of
PO Box 580
Williams Bay, WI 53191

Home
Work (262) 245 - 2700
Cell (262) 245 - 2703
Email treasurer@williamsbay.org

Operation	Description
-----------	-------------

NOTE EAST PIER

Job Total 0.00 ☐ Approval

50.H REPAIR DAMAGED/BAD PIER PARTS: 7 Horses

Job Total 6,828.15 ☐ Approval

50.S REPAIR DAMAGED/BAD PIER PARTS: 12 Stringers

Job Total 7,568.55 ☐ Approval

50.D REPAIR DAMAGED/BAD PIER PARTS: 46 Pallets of Decking

Job Total 11,368.36 ☐ Approval

Thank you for your business!

Please authorize this estimate by email to
piers@gagemarine.com

If you have any questions, please contact
Jessica at #262-245-5501 x428

Estimate Summary

WI STATE 5%

WALWORTH COUNTY .5%

Total Estimate \$25,765.06

ESTIMATES: Estimates are valid for 15 days from the date written. Gage Marine reserves the right to adjust all estimates based on changes to parts or labor costs, rates and availability pricing fluctuations. Gage Marine reserves the right to amend all estimates for damage/failure not yet found that may be discovered during repairs or runability tests. *Some approved services cannot be estimated, so the customer is approving all fees applicable to approved requested services.



1 Liechty Drive
P.O. BOX 220
Williams Bay, WI 53191
PH: (262)245-5501
FAX: (262)245-9052

Estimate # : 570750 Retail
Written by : Jessica Ackman

ID/Pier# : 0000001231 Pier 250
Lake : Lake Geneva
Land Address : Geneva
Boat Co. : Gage does some boats
Canvas Co. :

0000000542 * Williams Bay, Village of
PO Box 580
Williams Bay, WI 53191

Home
Work (262) 245 - 2700
Cell (262) 245 - 2703
Email treasurer@williamsbay.org

Operation	Description
-----------	-------------

NOTE	WEST PIER
------	-----------

Job Total 0.00 ☐ Approval

50.H	REPAIR DAMAGED/BAD PIER PARTS: 14 Horses
------	--

Job Total 14,757.61 ☐ Approval

50.D	REPAIR DAMAGED/BAD PIER PARTS: 43 Pallets for Decking
------	---

Job Total 10,327.63 ☐ Approval

50.S	REPAIR DAMAGED/BAD PIER PARTS: 15 Stringers
------	---

Job Total 14,161.32 ☐ Approval

Thank you for your business!

**Please authorize this estimate by email to
piers@gagemarine.com**

**If you have any questions, please contact
Jessica at #262-245-5501 x428**

Estimate Summary	
------------------	--

WI STATE 5%	
WALWORTH COUNTY .5%	

Total Estimate	<u>\$39,246.56</u>
----------------	--------------------

ESTIMATES: Estimates are valid for 15 days from the date written. Gage Marine reserves the right to adjust all estimates based on changes to parts or labor costs, rates and availability pricing fluctuations. Gage Marine reserves the right to amend all estimates for damage/failure not yet found that may be discovered during repairs or runability tests. *Some approved services cannot be estimated, so the customer is approving all fees applicable to approved requested services.

RESOLUTION R-9-24
RESOLUTION FOR ESTABLISHING A POLICY FOR HSA
(HEALTH SAVINGS ACCOUNT)

WHEREAS, the Village of Williams Bay participates in a high deductible health insurance plan through the State of Wisconsin.

WHEREAS, the Village of Williams Bay participates in a cafeteria plan that is governed by the Internal Revenue Code Section 125 and provides employees with an opportunity to receive certain benefits on a pre-tax basis.

WHEREAS, it is necessary for the Village to set forth a payment schedule that is financially responsible of the Village while providing an important benefit to the employee.

WHEREAS, the Village of Williams Bay will fund each full-time and part-time employee that participates in the Village health insurance program with an annual HSA contribution:

Full-time Employee Only:	\$2,500.00 (\$208.33 per month)
Full-time Family:	\$5,000.00 (\$416.66 per month)
Part-time Employee Only:	\$625.00 (\$52.08 per month)
Part-time Family:	\$1,250.00 (\$104.16 per month)

NOW THEREFORE BE IT RESOLVED, effective January 2024, the Village of Williams Bay will disburse the maximum annual HSA amount to the employees' HSA account in 12 equal installments, once per month. Employees will only receive payments that they have accrued and are eligible to receive. The Village will not contribute to an HSA once an employee has terminated employment with the Village or no longer has health insurance coverage through the Village.

Approved by the Village Board of the Village of Williams Bay this 19th day of February 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



Telephone: (262) 728-4140

Fax: (262) 728-4142

WALWORTH COUNTY METROPOLITAN SEWERAGE DISTRICT

975 W. Walworth Ave. • Delavan, WI 53115

www.walcomet.org

November 16, 2023

Mr. David Lothspeich
Village Of Williams Bay
P.O. Box 580
Williams Bay, WI 53191

Re: 2024 Rate Update

Dear Mr. Lothspeich,

At the regular monthly meeting, on November 14th, the Commission of Walworth County Metropolitan Sewerage District approved the 2024 rates. With the assistance of MSA Professional Services, WalCoMet updates the sewer rates annually. We strive for consistency in our rates and are cognizant of how they affect our entities. For 2024 the rates increased mostly due to new long-term debt payments for the phosphorus reduction capital construction project. For 2024 the Commission decided to use approximately \$1.2 million of cash reserves to offset a budget shortfall, minimizing the impact to the rates. WalCoMet charges for wastewater treatment in five billing parameters; volume, biological oxygen demand (BOD), total suspended solids (TSS), nitrogen, and customer units. Below is a table with the adopted 2024 rates and three years of historical rates.

Billing Parameter	2021	2022	2023	2024
Volume	\$1.17	\$1.17	\$1.25	\$1.42
BOD	\$0.66	\$0.68	\$0.70	\$0.77
TSS	\$0.49	\$0.49	\$0.51	\$0.56
Nitrogen	\$3.34	\$3.17	\$3.30	\$3.57
Customer Units	\$3.48	\$3.29	\$3.30	\$3.70

In addition, the connection fee will increase slightly to \$4,230 per customer unit for each new connection. If you have any questions or would like to receive a copy of our 2024 rate update, please contact me. Thank you.

Sincerely,

Neal A. Kolb
Administrator

**Storm Sewer Easement Modification at 1 N. Walworth Avenue
Village of Williams Bay
February 16, 2024**

Introduction and Background

- This property owner is requesting a permit for a new house to replace multiple structures on this property. The Village has a large diameter storm sewer in an easement under the driveway and in the shore yard between N. Walworth Avenue and Geneva Lake.
- The property owner is proposing to reconfigure the Village's storm sewer easement and make a connection to the storm sewer near the new house to drain the area surrounding the new house. They are also proposing to relocate the shore path at the lake allow for the removal of the outlet, which is a maintenance issue with the Village—see the attached July 16, 2014, report with marked photos.
- The property owner has a permit from the Wisconsin Department of Natural Resources, has provided the Village with permission from the neighbor, and will work with the County Surveyor to reset the survey marker on the property.
- The property owner created the need for the storm sewer connection by making site improvements to the area surrounding the boat house—the area of the proposed house no longer drains to the lake. The storm sewer outlet needs to be removed to prevent it from freezing solid and surcharged water from exiting the proposed private inlets near the new house.

Recommendation

- We recommend the Village approve the proposed site plan and easement.

VILLAGE OF WILLIAMS BAY

Engineer's Report **Baxter & Woodman, Inc.** **July 16, 2014**

Storm Sewer Outlet at 1 and 3 Walworth Avenue – Project No. 140701.30

- Enclosed is a packet that shows existing conditions and sketches for a few options to consider.
- The occupant at 3 Walworth Avenue considers the existing conditions to be hazardous to persons walking on the Lake Path. This storm sewer outlet serves Congress Street and Geneva Street.
- It appears that soil is eroding from areas north and west of the concrete outlet structure. This may be due to water discharging from 3 Walworth Avenue, ice plugging the outlet and water existing the first storm sewer joint upstream of the concrete structure, or a combination of the two. Options that we considered:
 - Option 1 -- Do Nothing
 - Option 2 – Make landscaping changes by removing the existing planter in the low area and adding 2-inch crushed clear stone to the north and west sides of the existing concrete structure. This would provide a firm base for pedestrians and allow water to pass to the lake. This would require permission from the land owner at 3 Walworth Avenue and may require periodic maintenance, depending on the weather conditions. The approximate cost is \$2000. This is the recommended alternative if the neighbor provides permission.
 - Option 3 – Remove the concrete structure, install a riprap swale, and relocate the Lake Path to higher ground. This would require permission from both landowners and a WDNR Permit. The approximate cost is \$10,000.
 - Option 4 – Replace the concrete outlet structure with a foot bridge that is approximately a foot higher in elevation. This would allow storm water to pass under and would require approaches at each side of the Lake Path. This would require permission from both property owners and a WDNR Permit. The approximate cost is \$25,000.

Well 1 Pump Replacement -- Project No. 120177.60

- The well is up and operating. The new pump is much more efficient than the former.
- We are still waiting for the final payment application from Water Well Solutions; they still have not provided evidence that they have paid their subs and suppliers. Any engineering needed to close this out will be deducted from their amount due.

Well Abandonment Ordinances

- The WDNR is requiring the Village to update their well abandonment ordinance and to provide a copy to the WDNR before December 31, 2014.
- We will forward the existing ordinance to the WDNR and ask for their comment; the existing may be adequate.

HEADWALL @ LAKE



OPTION 1 - DO NOTHING (NO COST)



NOTE: WATER EXITS THE PIPE JOINTS UPSTREAM OF THE HEAD WALL WHEN ICE PARTIALLY PLUGS THE OUTLET.

OPTION 2 - LANDSCAPE REPAIRS (\$2000)







Document Number

**RELEASE AND TERMINATION OF
EXISTING EASEMENT
FOR STORM SEWER**

Lot numbered Twenty (20) in Block numbered Seven (7) of
William's 3rd Addition to the Village of Williams Bay.

RETURN TO:

Attorney Mark A. Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

WOP00103
(Parcel Identification Number)

This document was drafted by
Attorney Mark A. Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

RELEASE AND TERMINATION OF EXISTING EASEMENT FOR STORM SEWER

This Release and Termination of Existing Easement for Storm Sewer is entered into this _____ day of _____, 20____ by and between William T. Hogan (Hogan) and the Village of Williams Bay (the Village).

Recitals

WHEREAS, Hogan holds fee simple title to real property commonly known as 1 North Walworth Avenue, Williams Bay, Tax Parcel #WOP00103, and legally described as follows:

Lot numbered Twenty (20) in Block numbered Seven (7) of William's 3rd Addition to the Village of Williams Bay (the Property); and

WHEREAS, the Property is subject to an Easement for Storm Sewer which is legally described in the document entitled Easement for Storm Sewer, recorded in the Office of the Register of Deeds of Walworth County on October 30, 1957 in Volume 518 of Deeds, Pages 315-317, a copy of which is attached hereto as Exhibit A and incorporated herein (the Easement) for the benefit of the Village; and

WHEREAS, Hogan 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. Hogan and the Village hereby release all their respective rights, title and interest to the Easement and terminate said Easement.

William T. Hogan

Dated: _____

Subscribed and sworn to before me this
_____ day of _____, 20____.

Notary Public, _____ County, _____
My Commission is permanent/Expires:_____

DATED: _____

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest

By: _____
Tina Kolls, Clerk

AUTHENTICATION

Signatures of William Duncan and Tina Kolls

authenticated on _____

Mark A. Schroeder
Title: Member State Bar of Wisconsin

EASEMENT FOR STORM SEWER

VR518-1315

THIS INDENTURE, made this 10TH day of October, 1957, in duplicate, by and between HENRY SWICKERT and JULE SWICKERT, his wife, of 736 Oak Avenue, Aurora, Illinois, as parties of the first part, and the Village of WILLIAMS BAY, a municipal corporation, located in the County of Walworth, State of Wisconsin, as party of the second part.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged and other good and valuable consideration, the parties of the first part have this day bargained and sold, and by these presents do bargain, sell, convey, transfer, and deliver unto the said Village of Williams Bay, party of the second part, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time it may see fit, and construct, maintain and repair underground and surface pipelines and/or mains for the purpose of conveying surface water over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said pipelines and/or mains, especially a large cottonwood tree which the Village agrees to remove.

The land affected by the grant of this easement and right-of-way is located in the County of Walworth, and State of Wisconsin, and is more particularly described and follows:

Lot numbered Twenty (20) in Block numbered Seven (7) of William's 3rd Addition to the Village of Williams Bay.

The easement and right-of-way hereby granted covers a strip of land six feet (6') in width over and across the above described land, particularly described the center line of which shall be five feet (5') south of and parallel with the north line of said lot and extends the entire length of the lot from west to east.

This instrument was drafted by
William H. Freytag, Attorney at Law
17 W. Walworth Street, Elkhorn, Wisconsin

EXHIBIT

A

RECEIVED

To have and to hold said easement and right-of-way unto the said Village, and unto its successors and assigns forever.

The parties of the first part do hereby covenant with said Village that they are lawfully seised and possessed of the real estate above described, that they have a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The Village agrees to fill a minimum of six inches (6") of top soil over the completed tile line and slope the surface uniformly to the existing lawn at a distance of twenty-five feet (25') from the tile line, and agrees to seed this area and to restore it to as nearly as is practical to the condition it was in before the work commenced.

The Village further agrees to connect any existing tiles or storm drains on the premises to the new line.

As a part of the consideration for this grant, the parties of the first part do hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this 10 day of October, 1957.

Signed and Sealed in the Presence of:

Marilyn S. Marklein
Marilyn S. Marklein

Vernal C. Frette
Vernal C. Frette

PARTIES OF THE FIRST PART:

Henry Swickert (SEAL)
Henry Swickert

Jule Swickert (SEAL)
Jule Swickert

STATE OF Illinois

COUNTY OF Kane

SS.

Personally came before me this 10 day of October, 1957, the above named Henry Swickert and Jule Swickert, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Richard Golden
Notary Public, Kane County, Ill.
My Commission Expires Feb 21, 1958

DUPLICATE ORIGINAL

HENRY SWICKERT et ux

to

VILLAGE OF WILLIAMS BAY

EASEMENT FOR STORM SEWER

REGISTERED OFFICE } S
Waukegan Co., Wis. } S

Noted for record Ab 30

day of October 1957 at 11

o'clock P.M. and Recorded in Vol.

518 of Deeds on page 315

Wm. H. Freytag, Register of Deeds

WILLIAM H. FREYTAG
ATTORNEY AND COUNSELOR
ELKHORN, WISCONSIN

20

Document Number

**RELEASE AND TERMINATION OF
EXISTING EASEMENT
AGREEMENT**

Lot numbered Twenty (20) in Block numbered Seven (7) of
William's 3rd Addition to the Village of Williams Bay.

RETURN TO:

Attorney Mark A. Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

WOP00103
(Parcel Identification Number)

This document was drafted by
Attorney Mark A. Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

RELEASE AND TERMINATION OF EXISTING EASEMENT AGREEMENT

This Release and Termination of Existing Easement Agreement is entered into this _____ day of _____, 20____ by and between William T. Hogan (Hogan) and the Village of Williams Bay (the Village).

WHEREAS, Hogan holds fee simple title to real property commonly known as 1 North Walworth Avenue, Williams Bay, Tax Parcel #WOP00103, and legally described as follows:

Lot numbered Twenty (20) in Block numbered Seven (7) of William's 3rd Addition to the Village of Williams Bay (the Property); and

WHEREAS, the Property is subject to an Easement Agreement providing the Village with the right of ingress and egress and the obligation of the Village to remove silt and sedimentation from the area in front of the outlet of the storm sewer, all of which is legally described in the document entitled Easement Agreement, recorded in the Office of the Register of Deeds for Walworth County in Volume 630, Pages 8653-8656 as Document Number 288054, a copy of which is attached hereto as Exhibit A and incorporated herein (the Easement); and

WHEREAS, Hogan 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. Hogan and the Village hereby release all their respective rights, title and interest to the Easement Agreement and terminate said Easement Agreement.

William T. Hogan
Dated: _____

Subscribed and sworn to before me this
_____ day of _____, 20_____.

Notary Public, _____ County, _____
My Commission is permanent/Expires: _____

DATED: _____

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest

By: _____
Tina Kolls, Clerk

AUTHENTICATION

Signatures of William Duncan and Tina Kolls

authenticated on _____

Mark A. Schroeder
Title: Member State Bar of Wisconsin

288054

10570
VOL. 630 PAGE 8653

EASEMENT AGREEMENT

THIS EASEMENT is made by and between Robert H. Swickert and Dolores A. Swickert, his wife, of 348 Sunset Avenue, Aurora, Illinois 60506 (hereinafter "Swickert") and the Village of Williams Bay, a Wisconsin municipal corporation, located in the County of Walworth, State of Wisconsin, (hereinafter "Village").

WHEREAS, Swickert is the owner of a parcel of land in Village fronting upon Geneva Lake and described as follows:

Lot numbered Twenty (20) in Block numbered Seven (7) of William's 3rd Addition to the Village of Williams Bay, and

WHEREAS, Swickert's predecessors in title have previously granted to Village an easement for a storm sewer traversing their parcel of land from west to east so as to deposit storm water collected in Walworth Avenue into Geneva Lake, which easement is described as follows:

* A strip of land six feet (6') in width over and across the above described land, the centerline of which is Twelve and One Half feet (12-1/2') south of and parallel with the north line of said lot extending along the entire length of the lot from west to east, and

WHEREAS, Swickert has requested Village to remove from the shore area and Geneva Lake bed area in front of their parcel of land above described a quantity of silt and sedimentation that has accumulated in the said shoreland and lakebed area in the area of the storm sewer outlet and to maintain the said outlet area so as to remove silt and sediment from time to time as the same builds up as a result of the flow of storm water, and

WHEREAS, Village is willing to remove the silt and sedimentation and maintain the said outlet area provided Swickert grants to Village an easement permitting sufficient ingress and egress to Village to the storm sewer outlet area with necessary trucks and dredging equipment, and

WHEREAS, Swickert is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants herein expressed, and the mutual benefits to be derived herefrom, the parties do hereby agree as follows:

1. The above recitals are true and correct.
2. Swickert does grant and convey to Village a roadway and work area easement for the complete right of ingress and egress over

1

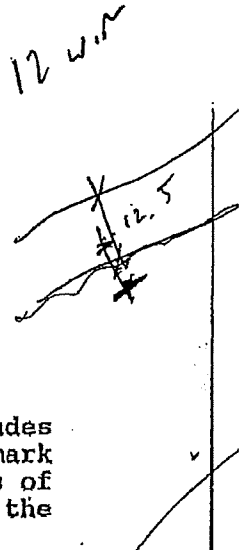
EXHIBIT

A

I hereby certify that I have on this 29th day of June, 1994, microphotographed the above document in accordance with standards established by Fed. Std. 31 (1) and Statutes with established

and across the following described corridor from Walworth Avenue to the shore of Geneva Lake with the necessary machinery and equipment, including particularly trucks and dredging equipment so as to maintain and repair the said storm sewer and its outlet into Geneva Lake as well as to remove any silt and sedimentation that the said storm sewer introduces into Geneva Lake in the area of the shore and adjacent lakebed opposite the storm sewer outlet:

A roadway easement over and across the existing residential driveway entering the parcel from the west from Walworth Avenue serving the existing three residences located on the parcel of a uniform width of 12 feet; thence over and across the said driveway from west to east to the point where the driveway ends on the east end thereof; thence continuing at a uniform width of 12 feet to the east across the lawn to the point where the roadway easement clears the east side of the east most residence on the parcel when at this point the easement opens into a roadway and work area easement described as a strip of land 25 feet in width abutting and lying immediately south of the storm sewer easement described above and extending from a line drawn north and south along the east side of the east most residence thence east to the shore of Geneva Lake.



3. The grant of this easement of ingress and egress includes the right to traverse lands lying between the ordinary highwater mark of Geneva Lake and Geneva Lake in the area of the riparian rights of Swickert as the easement corridor described herein is extended to the east across said riparian zone.

4. The easement granted by Swickert to Village shall be a covenant running with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns. Swickert has the right to terminate this roadway easement upon 90 days written notice to Village. If Swickert elects to terminate this roadway easement, then Village will have no further obligation to remove the silt or sedimentation from the Swickert riparian area, the shore area and Geneva Lake bed area in front of the Swickert parcel of land described as lot numbered 20 in block numbered 7 of William's Third Addition to the Village of Williams Bay, unless and until a new roadway and work area easement is granted to Village by Swickert or Swickert's successors in title.

5. Village agrees to remove the silt and sedimentation from the area in front of the outlet of the storm sewer and thereafter to keep the said area reasonably clear of silt and sedimentation on a frequency to be determined by Village and as weather conditions permit. Village agrees to restore the grade of the said easement corridor conveyed herein in the event the grade is disturbed by the

trucks and machinery to be utilized by Village so as to restore the grade to as nearly as is practical to the condition it was in before the work commenced and to seed the area. As a part of the consideration for this Easement Agreement, Swickert does hereby release any and all claims for damages to structures or objects located within the easement area from whatsoever cause incidental to the exercise of the easement rights herein granted. This release specifically includes the residential driveway over which the roadway easement passes. Swickert does not release and reserves the right to make claim for damages to structures or objects located outside the easement area.

IN WITNESS WHEREOF, the parties named below have hereunto set their hands and seals this 24th day of May, 1994.

Robert H. Swickert (Seal)
Robert H. Swickert

Dolores A. Swickert (Seal)
Dolores A. Swickert

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
KANE COUNTY)

Personally came before me this 24th day of May, 1994 the above named Robert H. Swickert and Dolores A. Swickert, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

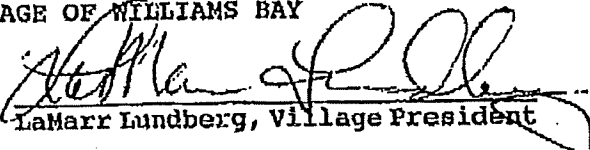
Ronald M. Hem
 Notary Public
 Kane County, Illinois
 My Commission expires _____

OFFICIAL SEAL
 Ronald M. Hem
 Notary Public, State of Illinois
 My Commission Expires 4-5-97

IN WITNESS WHEREOF, the parties named below have hereunto set their hands and seals this 31st day of May, 1994.

VILLAGE OF WILLIAMS BAY

By:

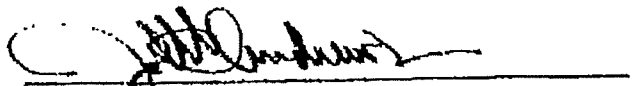

LaMarr Lundberg, Village President

ATTEST:


Jean Gould, Village Clerk

AUTHENTICATION

Signatures of LaMarr Lundberg as President and Jean Gould as Clerk of the Village of Williams Bay, authenticated this 31st day of May, 1994.


John H. Andrews
Title: Member, State Bar of Wisconsin

This instrument was drafted by:

John H. Andrews, Attorney-at-Law
Janesville, Wisconsin 53545

RECORDED IN VOL 630
8653

'94 JUN 28 AM 11 03

LOIS M. KETTERHAGEN
REGISTER OF DEEDS
WALWORTH COUNTY, WI

Consigny, Andrews,
etal 16.00

cs:\wp50\wb\awickert.es

**STORM SEWER
EASEMENT AGREEMENT**

Document Number

Lot numbered Twenty (20) in Block numbered Seven (7) of
William's 3rd Addition to the Village of Williams Bay.

RETURN TO:

Attorney Mark A. Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

WOP00103
(Parcel Identification Number)

This document was drafted by
Attorney Mark A. Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

STORM SEWER AND INGRESS AND EGRESS EASEMENT AGREEMENT

This Storm Sewer and Ingress and Egress Easement Agreement (Agreement) is made this _____ day of _____, 2024, between the Village of Williams Bay, Walworth County, Wisconsin (Village) and William T. Hogan (Hogan).

Recitals

WHEREAS, the Village is a Wisconsin Municipal Corporation organized and existing pursuant to Wis. Stat. Ch. 61, with authority to enter into this Agreement; and

WHEREAS, Hogan holds fee simple title to real property commonly known as 1 North Walworth Avenue, Williams Bay, Tax Parcel #WOP00103 and legally described as follows:

Lot numbered Twenty (20) in Block numbered Seven (7) of William's 3rd Addition to the Village of Williams Bay (the Property); and

WHEREAS, Hogan is removing three existing residential units from the Property and replacing them with a single residential structure; and

WHEREAS, the area planned for the new residential structure no longer surface drains to Geneva Lake due to improvements made to the area surrounding the boathouse, requiring Hogan to request a connection to the existing Village storm sewer and to install a separate private storm sewer system to drain to the area surrounding the new residential structure; and

WHEREAS, Hogan wishes to grant to the Village a Storm Sewer Easement to replace an existing Storm Sewer Easement, which the parties will be releasing and terminating; and

WHEREAS, Hogan also wishes to grant to the Village a new easement for ingress and egress in order to facilitate the ability of the Village to remove silt and sedimentation from the area in front of the outlet of the storm sewer, which will replace an existing easement for ingress and egress, which the parties will be releasing and terminating;

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

1. Grant of Easements. Hogan hereby grants and conveys to the Village, its agents and licensees, a perpetual nonexclusive storm sewer easement for the purpose of operating, maintaining, repairing and replacing storm sewer facilities and an easement for ingress and egress. Said easements consist of that portion of Hogan's interest in the Property as more particularly described and depicted in the attached Exhibit A incorporated herein (Easements Area).

2. Restoration. The Village shall restore any portion of the Easements Area disturbed by activities of the Village within that Easements Area to its condition before the disturbance; provided, however, that the Village shall not replace any trees or shrubbery within the Easements Area.

3. Silt removal. Village agrees to remove the silt and sedimentation from the area in front of the outbox of the storm sewer and thereafter keep the said area reasonably clean of silt and sedimentation on a frequency be determined by the Village, and as weather conditions permit. Village agrees to restore the grade of the Easements Area in the event the grade is disturbed by the vehicles and machinery utilized by the Village, so as to restore the grade to as nearly as practical to the condition it was in before the work commenced and to seed the area.

4. Release. Hogan hereby releases any and all claims for damages to structures or objects located within the Easements Area from whatever cause incidental to the exercise of the ingress and easement rights herein granted. This release specifically includes any residential driveway over which these Easements pass. Hogan does not release and reserves the right to make a claim for damages to structures or objects located outside of the Easements Area.

5. Covenants run with land. All of the terms and conditions in this Agreement shall run with the land and shall be binding upon, inure to the benefit of and be enforceable by the Village and Hogan and the respective successors and assigns.

6. Governing law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

7. Entire agreement. This Agreement sets forth the entire understanding of the parties may not be changed except by 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.

8. 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 the 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.

9. 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.

10. 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 be a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

William T. Hogan

Dated: _____, 2024

Subscribed and sworn to before me this
_____ day of _____, 2024.

Notary Public, _____ County, _____
My Commission is permanent/Expires: _____

DATED: _____, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest

By: _____
Tina Kolls, Clerk

AUTHENTICATION

Signatures of William Duncan and Tina Kolls

authenticated on _____, 2024

Mark A. Schroeder
Title: Member State Bar of Wisconsin

This Document Prepared By:

Attorney Mark A. Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

FARRIS, HANSEN & ASSOCIATES, INC.

ENGINEERING - ARCHITECTURE - SURVEYING

7 RIDGWAY COURT - P.O. BOX 437 - ELKHORN, WISCONSIN 53121

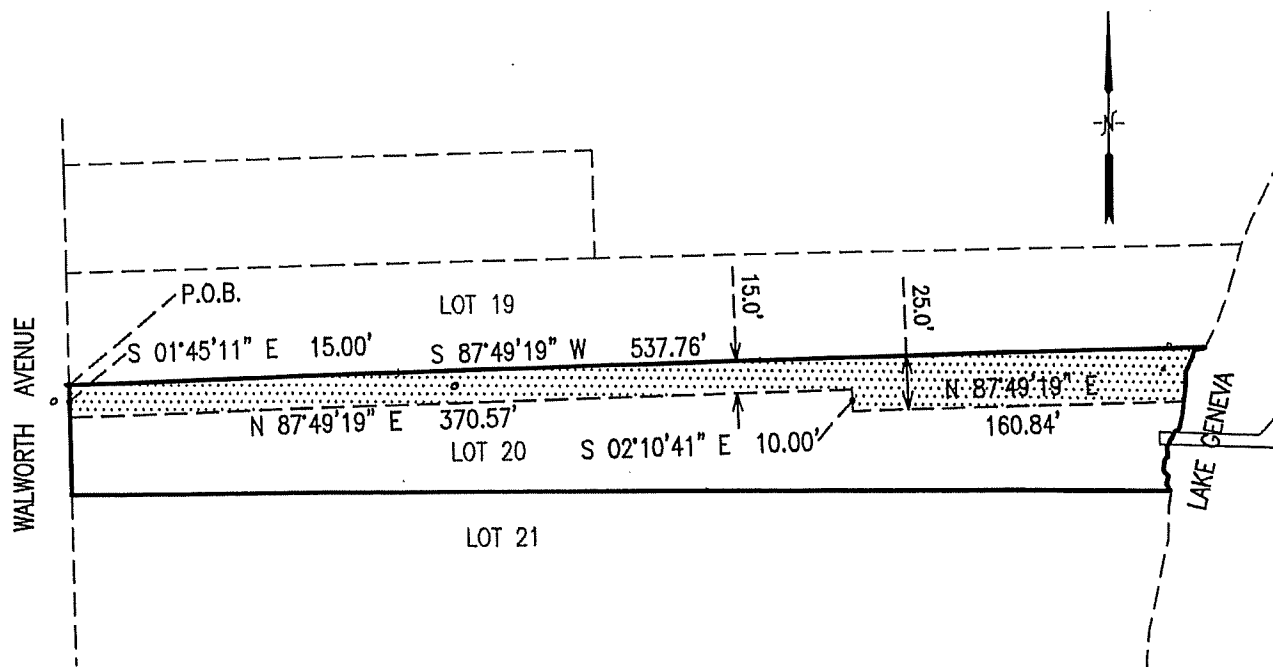
PHONE: (262) 723-2098 e-mail: office@farrishansen.com

EXHIBIT A - STORM SEWER EASEMENT

LOT 20, BLOCK 7 OF THE ORIGINAL PLAT TO THE VILLAGE OF WILLIAMS BAY,
WALWORTH COUNTY, WISCONSIN (PARCEL IDENTIFICATION NO.: WOP 00103)

LEGAL DESCRIPTION FOR STORM SEWER EASEMENT

A STORM SEWER EASEMENT, BEING PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 1, TOWN 1 NORTH AND PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST, VILLAGE OF WILLIAMS BAY, WALWORTH WISCONSIN; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NW PROPERTY CORNER OF LOT 20, BLOCK 7 OF THE ORIGINAL PLAT TO THE VILLAGE OF WILLIAMS BAY LOCATED AT THE WALWORTH COUNTY REGISTER OF DEEDS IN WISCONSIN; THENCE S 01DEG 45MIN 11SEC E ALONG THE EASTERLY BORDER OF SAID LOT 20, 15.00 FEET; THENCE N 87DEG 49MIN 19SEC E, 370.57 FEET; THENCE S 02DEG 10MIN 41SEC E, 10.00 FEET; THENCE N 87DEG 49MIN 19SEC E, APPROXIMATELY 161 FEET TO THE SHORE OF LAKE GENEVA; THENCE NORTHEASTERLY ALONG THE SHORE TO THE INTERSECTION OF THE NORTH BORDER OF SAID LOT 20, APPROXIMATELY 27.00 FEET; THENCE S 87DEG 49MIN 19SEC W ALONG THE NORTH BORDER OF SAID LOT 20, APPROXIMATELY 538 FEET TO THE POINT OF BEGINNING. CONTAINING 9,530 SQUARE FEET (0.22 ACRES) MORE OR LESS.



- WORK ORDERED BY -
WILLIAM HOGAN
1298 PRESTWICK LANE
ITASCA, IL 60143



EXHIBIT

A

PROJECT: 10570_23
DATE: 11/07/23
SHEET 1 OF 1

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A roadway easement over and across the existing residential driveway entering the parcel from the west from Walworth Avenue serving the existing three residences located on the parcel of a uniform width of 12 feet; thence over and across the said driveway from west to east to the point where the driveway ends on the east end thereof; thence continuing at a uniform width of 12 feet to the east across the lawn to the point where the roadway easement clears the east side of the east most residence on the parcel when at this point the easement opens into a roadway and work area easement described as a strip of land 25 feet in width abutting and lying immediately south of the storm sewer easement described above and extending from a line drawn north and south along the east side of the east most residence thence east to the shore of Geneva Lake.



**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-11-24**

**A RESOLUTION UPDATING SIGNATORY CARDS
WITH FIRST NATIONAL BANK AND TRUST**

WHEREAS, the Village of Williams Bay maintains financial accounts with First National Bank and Trust ("**First National**") and authorizes certain individuals as agents ("**Agents**") to act on behalf of the Village in making withdrawals, deposits, and other customary transactions; and

WHEREAS, the Village desires to update its signature cards, authorizations and account agreements with First National for the following specific Village accounts: (1) General Fund 228; (2) General Fund 013; (3) Sewer Replacement 858; (4) Utility Collection 597; and (5) Water Impact Fees 618.

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

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Change of Agents. The Agents listed below are individually authorized to act on behalf of the Village with respect to accounts listed at First National, in accordance with the Village Code and the account agreements with First National:

AUTHORIZED SIGNATURES – VILLAGE OF WILLIAMS BAY:

Lowell Wright, Village Trustee (elected)

Sample Signature

Robert Umans, Village Trustee (elected)

Sample Signature

David Lothspeich, Village Manager (appointed)

Sample Signature

Jennifer Wiese, Village Treasurer (appointed)

Sample Signature

Tina Kolls, Village Clerk (appointed)

Sample Signature

AUTHORIZED TO VERIFY:

Identical to those Authorized to Originate.

SPECIAL INSTRUCTIONS:

Require two signatures or other authorizations, one from elected and one from appointed officials (any combination) for all transactions. Specifically one of the elected and one of the appointed officials to release collateral, purchase or sell investments and further that the Village Administrator can wire or transfer to and from one Village of Williams Bay financial institution and account to another Village of Williams Bay financial institution and account, and that if a check is issued for maturing principal or interest funds it be made payable solely to Village of Williams Bay for that maturing principal and/or interest funds.

Notwithstanding the foregoing, the Agents shall only be authorized to deposit Village funds in these accounts to the extent that such accounts are fully insured in accordance with applicable law.

Section 3: Effective Date. This Resolution shall be in full force and effect from February 19, 2024 and after its passage and approval in the manner provided by law.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

From: Williams Bay, WI via Williams Bay, WI <cmsmailer@civicplus.com>
Sent: Sunday, February 4, 2024 6:22 PM
To: Cynthia Stanek <Assistant@vi.williamsbay.wi.gov>
Subject: Form submission from: Comments

Submitted on Sunday, February 4, 2024 - 6:22pm

Submitted by anonymous user: 2600:6c44:5e7f:fa1b:c1a4:51cc:9684:970c

Submitted values are:

==Your Message Details:==

Subject: Water craft, boats, wave runners/jet skis, etc, stored on ramps, buoys, piers and lifts, fees.

Message: A full time resident on Conference Point Road said he heard that Conference Point Camp may be adding buoys or boat slips for an additional 30 boats. He suggested the village raise the cost from \$5.00/\$7.00 per vessel to \$1,000 for those vessels not licensed or registered to a residence in the Village Of Williams Bay. This additional cost would provide the village with additional monies for ware and tare road repairs needed periodically. He feels these people are coming to Williams Bay causing additional ware and tare on our public and private roads while having NO other vested interest in Williams Bay, WI. Would the village board take a look at this for serious consideration?

Thank You For Your Time!

==Your Contact Information:==

Full Name: Thomas Shaughnessy

E-mail Address: tyvek2@aol.com

Phone Number: 630-532-0466

==Address:==

Street: 45 Liechty Drive

City: Williams Bay

State: Wisconsin

Zipcode: 53191

The results of this submission may be viewed at:

<https://www.williamsbay.org/node/2/submission/7181>