



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

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

TUESDAY, SEPTEMBER 3, 2024 AT 6:45 PM

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

AGENDA

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

- I. Village Board Committee of the Whole (2 min.)**
 - a. Call to Order
 - b. Roll Call
 - c. Village Board Committee of the Whole & Committees Meeting Minutes of August 5, 2024
- II. Ad-hoc Tree Preservation Committee Report - Umans, Jaramillo (10 min.)**
 - a. Request for Two (2) Additional "Trees Fundraiser" Banner Signs and Posting on Village Property
- III. Protective Services Committee – Vlach, Russell, Jaramillo (15 min.)**
 - a. Call to Order
 - b. Roll Call
 - c. Fontana Emergency Medical Services (EMS) Monthly Numbers
 - d. Police Departments Monthly Numbers
 - e. Police Chief's Monthly Report
 - f. Adjourn
- IV. Water & Sewer Committee – Umans, Jaramillo, Vlach (25 min.)**
 - a. Call to Order
 - b. Roll Call
 - c. Monthly Village Engineers Report
 - d. Well #2 - Change Order and Well Modifications
 - e. Well #3 - Pulling and Inspecting
 - f. Lift Station #3 - Change Order Re: Exterior Modifications Matching Beach House Design
 - g. Adjourn

V. Streets & Highways Committee – D'Alessandro, Russell, Vlach (25 min.)

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Request From the Property Owner for the Village to Replace Sidewalk on 105 N. Walworth Avenue (WOP 00005).
- d. Discussion and Possible Action on the Temporary Closure of N. Lakeshore at 67 to Thru Traffic for the Fontana Triathlon - Saturday, Sept. 14, 2024
- e. Discussion and Possible Action on a Request by the Baily Estates Homeowners Association for Approval to Temporarily Close Bailey Estates Streets for a Block Party on September 14, 2024.
- f. Discussion and Possible Action on State of Wisconsin/Municipal Financial Agreement For A State-Let Highway Project Re: STH 67 (Theatre Road to W. Geneva Street - 1.05 miles)
- g. Discussion and Possible Action on State of Wisconsin/Municipal Maintenance Agreement For A State-Let Highway Project Re: STH 67 (Theatre Road to W. Geneva Street - 1.05 miles)
- h. Discussion and Possible Action on Bid(s) Results for Village 2024 Street Paving Program
- i. Discussion and Possible Action on Village Yardwaste Composte Operations
- j. Adjourn

VI. Parks & Lakefront Committee – Russell, Wright, Umans (30 min.)

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Yoga Lake Geneva Edgewater Park Use and Policy Contract for Community Yoga Practice in Remembrance of Bill Madlener on September 7, 2024
- d. Discussion and Possible Action on WBBA Edgewater Park Use and Policy Contract for 3 Day Cultural Event on June 19, 2025 - June 21, 2025
- e. Discussion and Possible Action on Additional Banner Signs for the Replacement of Trees Fundraiser
- f. Discussion and Possible Action on Bid(s) for Theatre Road Bathrooms
- g. Discussion and Possible Action on Quote(s) to Remove the Village Tennis Courts & Basketball Court Located Immediately North of Stark Street (WWUP 0002)
- h. Discussion and Possible Action on Direction to Prepare Request for Proposals (RFP) for Village Piers Installation, Removal and Maintenance
- i. Discussion and Possible Action on Pier Barges Use of Village Lakefront Property
- j. Adjourn

VII. Finance & Personnel Committee – Wright, D'Alessandro, Umans (20 min.)

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on State of Wisconsin/Municipal Financial Agreement For A State-Let Highway Project Re: STH 67 (Theatre Road to W. Geneva Street - 1.05 miles)
- d. Discussion and Possible Action on State of Wisconsin/Municipal Maintenance Agreement For A State-Let Highway Project Re: STH 67 (Theatre Road to W. Geneva Street - 1.05 miles)
- e. Discussion and Possible Action on Quote(s) to Remove the Village Tennis Courts & Basketball Court Located Immediately North of Stark Street (WWUP 0002)
- f. Discussion and Possible Action on Bid(s) Results for Village 2024 Street Paving Program
- g. Discussion and Possible Action on Bid(s) for Theatre Road Bathrooms

- h. Well #2 - Change Order and Well Modifications
- i. Well #3 - Pulling and Inspecting
- j. Lift Station #3 - Change Order Re: Exterior Modifications Matching Beach House Design
- k. Discussion and Possible Action Re: Village Board Handbook
- l. Monthly Borrowings Status Report
- m. Adjourn

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

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on An Ordinance Creating Section 46-15 and Amending Section 128-4 of the Code of Ordinances of the Village of Williams Bay Regarding Payment of Delinquent Financial Obligations as Related to Village Liquor Licenses
- d. Discussion and Possible Action on An Ordinance Amending the Village Code of Ordinances Re: Procedures for Placing Items on Village Board Agendas
- e. Adjourn

IX. Village Board Committee of the Whole (15 min.)

- a. Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole)
 - 1. Approval of Yoga Lake Geneva Edgewater Park Use and Policy Contract for Community Yoga Practice in Remembrance of Bill Madlener on September 7, 2024
 - 2. Approval of the Temporary Closure of N. Lakeshore at 67 to Thru Traffic for the Fontana Triathlon - Saturday, Sept. 14, 2024
 - 3. Approval of a Request by the Baily Estates Homeowners Association to Temporarily Close Bailey Estates Streets for a Block Party on September 14, 2024.
 - 4. Approval of Two (2) Additional "Trees Fundraiser" Banner Signs and Posting on Village Property
- 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: 08/30/2024 5:00 PM



VILLAGE OF WILLIAMS BAY

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Phone: 262-245-2700

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

**MONDAY, AUGUST 5, 2024 AT 6:45 PM
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 06:41pm.

b. Roll Call

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

Also Present: Administrator Lothspeich, Police Chief Timm, Fire Chief Smith, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Treasurer Wiese, Clerk Kolls

c. Village Board Committee of the Whole & Committee Meeting Minutes of July 1, 2024

The motion to approve the Village Board Committee of the Whole & Committee Meeting Minutes of July 1, 2024 was initiated by Trustee D'Alessandro and seconded by Trustee Wright. Unanimously carried.

II. Ad-hoc Tree Preservation Committee Report - Umans, Jaramillo (10 min.)

a. Recommendation and Possible Action on Banner Signs for the Replacement of Trees Fundraiser

The Ad-hoc Tree Enhancement Committee made a recommendation to the Village board for the approval of the use of banners for the Replacement of Trees Fundraiser to be placed at Corn & Brat, the Lakefront and at the Village entrances.

III. Parks and Lakefront - Russell, Wright and Umans (5 min.)

a. Call to Order

Chairman Trustee Russell called the meeting to order at 06:46pm.

b. Roll Call

Present: Trustees Russell, Wright and Umans

Also Present: President Duncan, Trustees Jaramillo, D'Alessandro and Vlach, Administrator Lothspeich, Police Chief Timm, Fire Chief Smith, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Treasurer Wiese, Clerk Kolls

c. Recommendation and Possible Action on Banner Signs for the Replacement of Trees Fundraiser

The motion to approve the Banner Signs for the Replacement of Trees Fundraiser was initiated by Trustee Russell and

seconded by Trustee Umans. Unanimously carried.

d. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Wright at 06:48pm. Unanimously carried.

IV. Water & Sewer Committee – Umans, Jaramillo, Vlach (20 min.)

a. Call to Order

Chairman Trustee Umans called the meeting to order at 06:48pm.

b. Roll Call

Present: Trustees Umans, Jaramillo, and Vlach

Also Present: President Duncan, Trustees D'Alessandro, Wright and Russell, Administrator Lothspeich, Police Chief Timm, Fire Chief Smith, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Treasurer Wiese, Clerk Kolls

c. Commercial Properties Grease Inspection Report

The Committee reviewed the Commercial Properties Grease Inspection Report.

d. Cyber Security - Water Plant

The Committee discussed Cyber Security at the Water Plant.

e. Water - Move Well 3 Pump Servicing and Repairs From the "Pending" to the "Starting" Project

The motion to recommend approval from the Finance & Personnel Committee to Move Well 3 Pump Servicing and Repairs From the "Pending" to the "Starting" Project was initiated by Trustee Umans and seconded by Trustee Vlach. Unanimously carried.

f. Sewer - Move Replace LS#5 Conference Point From the "Pending" to the "Starting" Project

The motion to recommend approval from the Finance & Personnel Committee to Move Replace LS#5 Conference Point From the "Pending" to the "Starting" Project was initiated by Trustee Umans and seconded by Trustee Vlach. Unanimously carried.

g. Engineers Report

Village Engineer Snyder gave the Engineer's Report. The highlights included brief updates on:

- Women's Leadership Center
- Corrosion Control Study - Improvements to Water Plant
- Harris Road Lift Station (LS 3) Replacement
- Willabay Meadows Development
- Antenna Structure on Parcel WWUP 00021A
- Water Plant Letter Flood Map Revision (LOMR Assistance
- Well 2 Pump Replacement
- Tennis and Basketball at Theatre Road Park
- Geneva Lake Dredging at Southwick Creek
- Theatre Road Restroom Remodel
- Fire Station Remodel Feasibility Study

h. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Jaramillo at 07:09pm. Unanimously carried.

V. Streets & Highways Committee – D'Alessandro, Russell, Vlach

a. Call to Order

Chairman Trustee D'Alessandro called the meeting to order at 07:09pm.

b. Roll Call

Present: Trustees D'Alessandro, Russell, and Vlach

Also Present: President Duncan, Trustees Jaramillo, Wright and Umans, Administrator Lothspeich, Police Chief Timm, Fire Chief Smith, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Treasurer Wiese, Clerk Kolls

- c. Consideration and Possible Action on Approving the Village of Williams Bay Adjusted Urban Area Boundary

The motion to approve the Village of Williams Bay Adjusted Urban Area Boundary was initiated by Trustee Vlach and seconded by Trustee Russell. Unanimously carried.

- d. STH 67 Reconstruction Update – East-West Section

Village Engineer Snyder updated the Committee members on the STH 67 reconstruction East-West Section.

- e. Village Streets Paving Program 2024-2025

The Committee reviewed the Village Streets Paving Program for 2024-2025.

- f. Downtown Master Plan Schedule - Status Update

The Committee reviewed the Downtown Master Plan Schedule.

- g. Adjourn

The motion to adjourn was initiated by Trustee Russell and seconded by Trustee Vlach at 07:45pm. Unanimously carried.

VI. Protective Services Committee – Vlach, Russell, Jaramillo

- a. Call to Order

Chairman Trustee Vlach called the meeting to order at 07:45pm.

- b. Roll Call

Present: Trustees Vlach, Russell, and Jaramillo

Also Present: President Duncan, Trustees D'Alessandro, Wright and Umans, Administrator Lothspeich, Police Chief Timm, Fire Chief Smith, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Treasurer Wiese, Clerk Kolls

- c. Protective Services Committee Meeting Minutes of July 23, 2024

The motion to approve the Protective Services Committee Meeting Minutes of July 23, 2024 was initiated by Trustee Jaramillo and seconded by Trustee Russell. Unanimously carried.

- d. Consideration and Possible Action on a Request for Amenities for the Fire/Rescue/EMS Station Located at 5 E. Geneva Street

The motion to recommend Finance & Personnel approve the Amenities for the Fire/Rescue/EMS Station Located at 5 E. Geneva Street was initiated by Trustee Jaramillo and seconded by Trustee Russell. Unanimously carried.

- e. Consideration and Possible Action on A 5-year Contract Extension with Axon for Existing Police Department Body Cameras

The motion to recommend Finance & Personnel Committee approval of a 5-year Contract Extension with Axon for Existing Police Department Body Cameras was initiated by Trustee Jaramillo and seconded by Trustee Russell. Unanimously carried.

- f. Consideration and Possible action on Williams Bay Lions Club Temporary Class "B"/"Class B" Retailer's License Application for the Corn & Brat Fest: August 9 -11, 2024

The motion to recommend Village Board approval of the Williams Bay Lions Club Temporary Class "B"/"Class B" Retailer's License Application for the Corn & Brat Fest: August 9 -11, 2024 was initiated by Trustee Russell and seconded by Trustee Jaramillo. Unanimously carried.

- g. Fontana Emergency Medical Services (EMS) Monthly Numbers

The Committee reviewed the Fontana Emergency Medical Services (EMS) Monthly Numbers.

- h. Fontana Fire (EMS) Department Annual Report 2023

The Committee reviewed the Fontana Fire (EMS) Department Annual Report for 2023.

i. Police Chief's Monthly Report

Police Chief Timm gave the Police Chief's Monthly Report. The highlights were Police Chief Timm:

- The Police Department was preparing for Corn & Brat Fest to ensure that it was a safe event.
- The Republican National Convention went well, and the Police Department did not see too much of an influx.
- Officer Scurto is back, but overtime continues to be tough to fill.
- Surrounding Police Departments have reported that they are not fully staffed and seem to be constantly recruiting.
- The types of calls are getting more time-consuming, there have been more foot pursuits and car chases, which take the officers off the streets.

j. Police Departments Monthly Numbers

The Committee reviewed the Police Departments Monthly Numbers.

k. Adjourn

The motion to adjourn was initiated by Trustee Jaramillo and seconded by Trustee Russell at 08:07pm. Unanimously carried.

VII. Finance & Personnel Committee – Wright, D'Alessandro, Umans

a. Call to Order

Chairman Trustee Wright called the meeting to order at 08:07pm.

b. Roll Call

Present: Trustees Wright, D'Alessandro, and Umans

Also Present: President Duncan, Trustees Jaramillo, Vlach and Russell, Administrator Lothspeich, Police Chief Timm, Fire Chief Smith, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Treasurer Wiese, Clerk Kolls

c. Finance & Personnel Committee Meeting Minutes of July 23, 2024

The motion to approve the Finance & Personnel Committee Meeting Minutes of July 23, 2024 was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

d. Consideration and Possible Action on Authorizing An Application For Wisconsin Urban Forestry Catastrophic Storm Grant

The motion to recommend Village Board approval on Authorizing An Application For Wisconsin Urban Forestry Catastrophic Storm Grant was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

e. Consideration and Possible Action on Proposed Waste Hauling Agreement Amendments: (1) Adding Garbage and Recycling Pick-up Carts for Certain Routes.

The motion to recommend Village Board approval of the Proposed Waste Hauling Agreement Amendments: (1) Adding Garbage and Recycling Pick-up Carts for Certain Routes. was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

f. Consideration and Possible Action on A 5-year Contract Extension with Axon for Existing Police Department Body Cameras

The motion to recommend Village Board approval on a 5-year Contract Extension with Axon for Existing Police Department Body Cameras was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

g. Consideration and Possible Action on a Request for Amenities for the Fire/Rescue/EMS Station Located at 5 E. Geneva Street

The motion to recommend Village Board approval for Amenities for the Fire/Rescue/EMS Station Located at 5 E. Geneva Street with funding to come from contingencies was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

h. Consideration and Possible Action on Proposals for Installation of a New Cellular Communications Tower

on the Village Hall Property WWUP 00011

The motion to recommend Village Board approval on Proposals for Installation of a New Cellular Communications Tower on the Village Hall Property WWUP 00011 was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously carried.

i. Consideration and Possible Action on Village Investments

The motion to recommend Village Board approval of keeping the \$10,842,361.88 currently invested with Advia at a rate of 10 basis points more than the Wisconsin Local Government Investment Pool (LGIP) was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

The motion to recommend Village Board approval of moving the \$2,377,543.16 currently invested with Cetera into Advia at a rate of 10 basis points more than the Wisconsin Local Government Investment Pool (LGIP) was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously carried.

j. Considering Re-allocations on the Borrowed Funds Reports for Recommendations to the Village Board, Deficits and Surpluses

The motion to recommend Village Board approval of the re-allocations on the Borrowed Funds Reports Deficits and Surpluses was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously carried.

k. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee D'Alessandro at 08:46pm. Unanimously carried.

VIII. Village Board Committee of the Whole

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

b. Recommendation and Possible Action on Banner Signs for the Replacement of Trees Fundraiser

The motion to approve the Banner Signs for the Replacement of Trees Fundraiser was made by Committee, no second required. Unanimously carried.

c. Consideration of Resolution R-53-24 Approving the Village of Williams Bay Adjusted Urban Area Boundary

The motion to approve the resolution R-53-24 Approving the Village of Williams Bay Adjusted Urban Area Boundary was made by Committee, no second required. Unanimously carried.

d. Consideration of Resolution R-54-24 Approving Williams Bay Lions Club Temporary Class "B"/"Class B" Retailer's License Application for the Corn & Brat Fest August 9 -11, 2024

The motion to approve resolution R-54-24 Approving Williams Bay Lions Club Temporary Class "B"/"Class B" Retailer's License Application for the Corn & Brat Fest August 9 -11, 2024 was made by Committee, no second required. Unanimously carried.

e. Consideration of Resolution R-52-24 Authorizing Submission of an Application For Wisconsin Urban Forestry Catastrophic Storm Grant

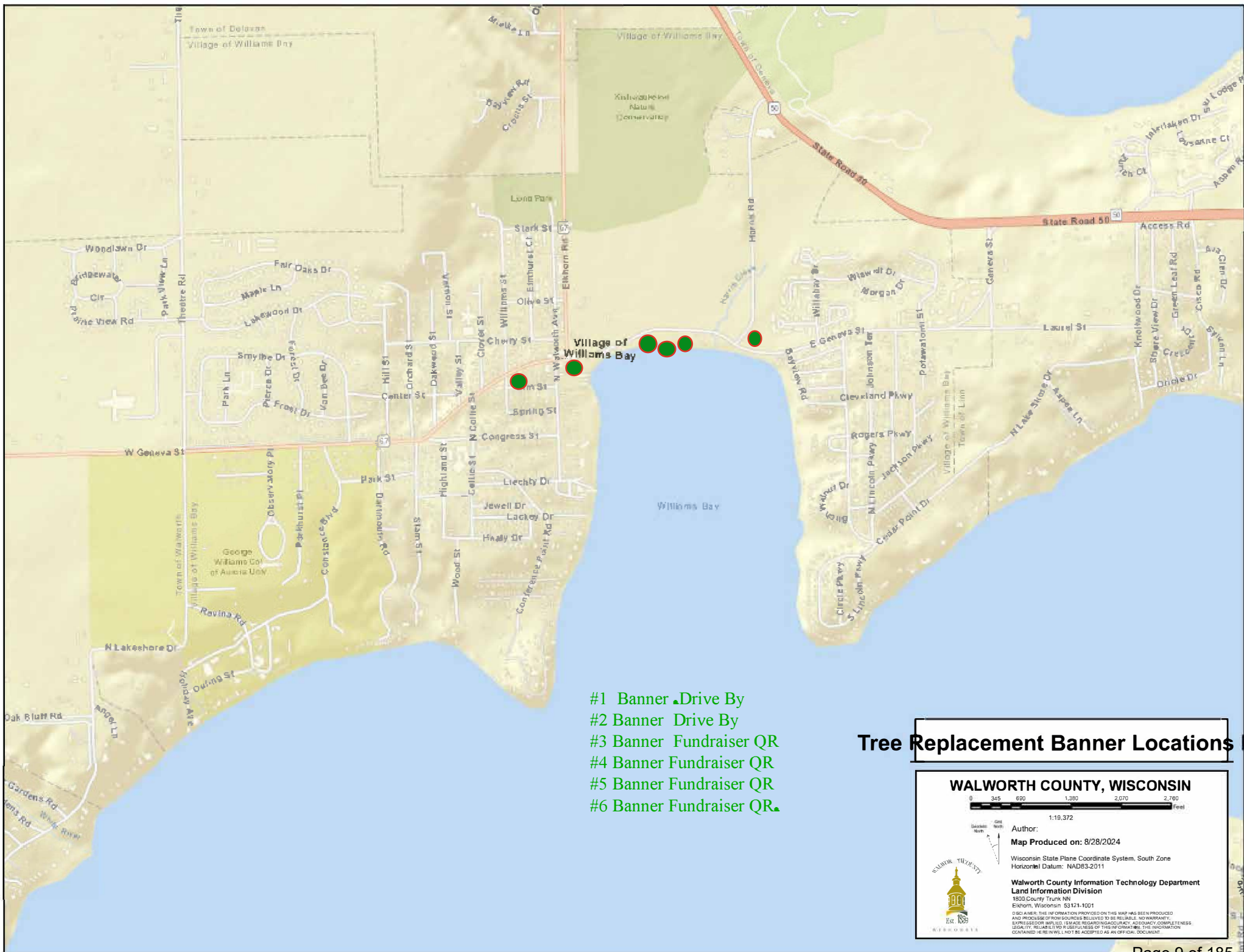
The motion to approve resolution R-52-24 Authorizing Submission of an Application For Wisconsin Urban Forestry Catastrophic Storm Grant was made by Committee, no second required. Unanimously carried.

f. Adjournment

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Wright at 08:48pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



HELP REPLANT OUR TREES

www.williamsbay.org

DONATE TODAY



VILLAGE OF WILLIAMS BAY
TREE ENHANCEMENT COMMITTEE



HELP REPLANT OUR FUTURE

HELP REPLACE THE TREES AFFECTED BY THE TORNADO

Join us in making a difference! We are excited to announce our tree-planting initiative and encourage you to participate in this meaningful endeavor. Together, we can combat the destruction from the 2024 tornado restoring our beautiful Williams Bay landscape.

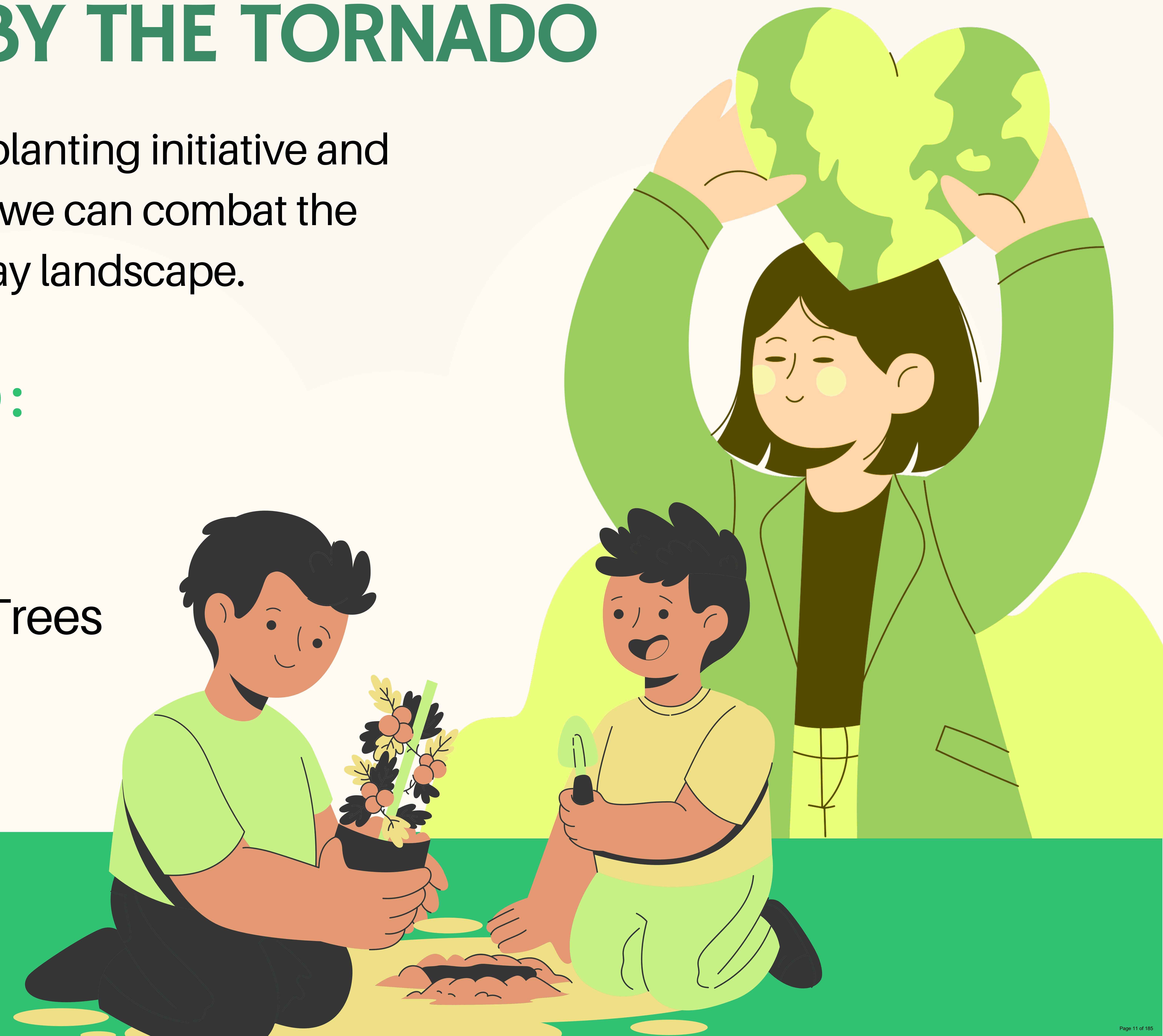
DONATE TODAY



HERE'S WHAT WILL WE DO:

- Restore Our Landscape
- Plant Trees
- Watering Newly Planted Trees

**VILLAGE OF WILLIAMS BAY
TREE ENHANCEMENT COMMITTEE**





FONTANA FIRE DEPARTMENT MONTHLY REPORT – JULY 2024

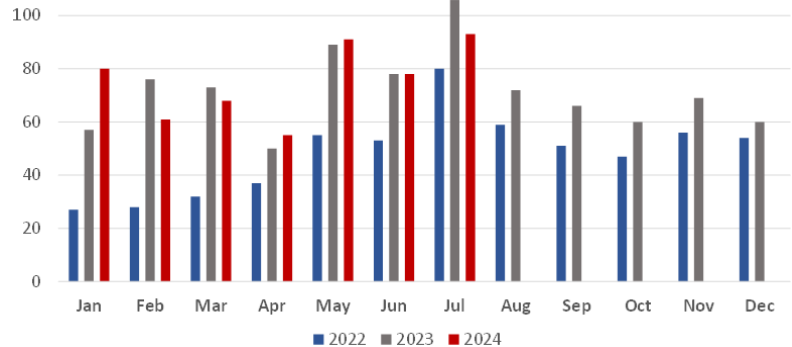


RESPONSE DATA

July 2024

INCIDENT TYPE	Total	Percent
Williams Bay EMS Responses	32	34%
Fontana EMS Responses	37	40%
Fontana Fire Responses	24	26%
TOTAL RESPONSES	93	

3 YEAR TRENDS



TRAINING & CERTIFICATIONS

Elevator Emergencies Rescue Struts MABAS Dive Training Delevan Township Haz-Mat Training	Eye Injuries Mery EMS training – Strokes & Seizures Asthma & Airway Sonar Equipment Training
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PUBLIC EDUCATION & EVENTS

- Flag presented by FF/PM Nathan Lewis for support during his 2024 military Deployment
- Fireworks Display for RNC
- Williams Bay Kishwaukee Run
- Freedom Swim Standby

OPERATIONS

- Eight short term rental inspections completed
- Republican National Convention Event
- MABAS Division meeting



EMS Williams Bay without Addresses

Incident Date	Response Incident Number (eResponse.03)	Dispatch Date Time (eTimes.03)	City Name (eScene.17)	Patient Age In Years (ePatient.15)	Patient Gender (ePatient.13)	Provider Impression	Hospital Patient Transported To (Blank=Non-Transport incidents)
Incident Month Number And Name: 07 - July							
07/01/2024	24-0436	14:57	Village of Williams Bay	66	Female	Migraine (G43.9)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/03/2024	24-0438	20:24	Village of Williams Bay	40	Male	Epilepsy, unspecified, not intractable, without status epilepticus (G40.909)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/04/2024	24-0440	17:47	Village of Williams Bay	97	Female	Dorsalgia, unspecified (M54.9)	Aurora Med Ctr-Lakeland-Elkhorn
07/06/2024	24-0454	21:32	Village of Williams Bay	76	Female	Unspecified injury of hip (S79.91)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/07/2024	24-0457	08:59	Village of Williams Bay	76	Female	Unspecified injury of shoulder and upper arm (S49.9)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/07/2024	24-0463	20:07	Village of Williams Bay	97	Female	Altered mental status, unspecified (R41.82)	Aurora Med Ctr-Lakeland-Elkhorn
07/07/2024	24-0464	21:44	Village of Williams Bay	77	Male	Asthma with exacerbation (J45.901)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/09/2024	24-0466	10:07	Village of Williams Bay	85	Male	Dehydration (E86.0)	Aurora Med Ctr-Lakeland-Elkhorn
07/10/2024	24-0467	12:22	Village of Williams Bay	81	Male	No Apparent Illness/Injury (Z71.1)	
07/11/2024	24-0469	07:15	Village of Williams Bay	94	Female	Unspecified injury of hip (S79.91)	Aurora Med Ctr-Lakeland-Elkhorn
07/11/2024	24-0470	12:52	Village of Williams Bay	73	Male	Cardiac arrest, cause unspecified (I46.9)	Mercy Health Sys Corp-Janesville
07/12/2024	24-0473	13:48	Village of Williams Bay	84	Male	Unspecified injury of ankle (S99.91)	Aurora Med Ctr-Lakeland-Elkhorn
07/13/2024	24-0476	11:59	Village of Williams Bay	75	Female	Pain in limb, unspecified (M79.60)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/13/2024	24-0478	14:33	Village of Williams Bay	62	Male	Dehydration (E86.0)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/14/2024	24-0483	08:10	Village of Williams Bay	75	Female	Hypotension, unspecified (I95.9)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/14/2024	24-0484	12:51	Village of Williams Bay	55	Male	No Apparent Illness/Injury (Z71.1)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/16/2024	24-0488	12:48	Village of Williams Bay	73	Male	Weakness (R53.1)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/19/2024	24-0493	10:36	Village of Williams Bay	5	Male	Pain in arm, unspecified (M79.603)	Childrens Hosp of WI-Milwaukee
07/20/2024	24-0496	13:51	Village of Williams Bay	64	Female	Syncope and collapse (R55)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/20/2024	24-0499	20:23	Village of Williams Bay	74	Female	Cerebral infarction, unspecified (I63.9)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/21/2024	24-0502	17:07	Village of Williams Bay	75	Female	Weakness (R53.1)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/22/2024	24-0504	20:36	Village of Williams Bay	23	Male	Altered mental status, unspecified (R41.82)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/23/2024	24-0505	03:54	Village of Williams Bay	85	Male	Chest pain, unspecified (R07.9)	Aurora Med Ctr-Lakeland-Elkhorn
07/24/2024	24-0507	10:39	Village of Williams Bay	30	Male	Unspecified injury of wrist, hand and finger(s) (S69.9)	
07/24/2024	24-0508	16:00	Village of Williams Bay	61	Male	Unspecified injury of head (S09.90)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/24/2024	24-0508	16:01	Village of Williams Bay	60	Male	Alcohol use, unspecified (F10.9)	
07/27/2024	24-0515	10:13	Village of Williams Bay	70	Male	Unspecified injury of face (S09.93)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/27/2024	24-0517	19:54	Village of Williams Bay	80	Female	Hypotension, unspecified (I95.9)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
07/30/2024	24-0524	17:10	Village of Williams Bay	71	Male	Altered mental status, unspecified (R41.82)	

Incident Date	Response Incident Number (eResponse.03)	Dispatch Date Time (eTimes.03)	City Name (eScene.17)	Patient Age In Years (ePatient.15)	Patient Gender (ePatient.13)	Provider Impression	Hospital Patient Transported To (Blank=Non-Transport incidents)
07/31/2024	24-0526	15:31	Village of Williams Bay	97	Female	Dorsalgia, unspecified (M54.9)	Aurora Med Ctr-Lakeland-Elkhorn
07/31/2024	24-0527	17:39	Village of Williams Bay	54	Female	Dehydration (E86.0)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
Count: 31							
Count: 31							

Report Filters
Incident Unit Notified By Dispatch Date Time (Etimes.03): is equal to 'Last Month'

Report Criteria
City Name (Escene.17): Contains Bay

July 2024

DUTY CREW & PART TIME STAFFING

based on hours worked

(24 hour period 07:00 TO 07:00)

DATE	STAFFING
7/1/2024	4.0
7/2/2024	4.4
7/3/2024	4.0
7/4/2024	5.0
7/5/2024	5.0
7/6/2024	4.0
7/7/2024	4.0
7/8/2024	4.4
7/9/2024	4.4
7/10/2024	4.0
7/11/2024	4.4
7/12/2024	3.9
7/13/2024	4.0
7/14/2024	4.0
7/15/2024	4.0
7/16/2024	4.3
7/17/2024	4.4
7/18/2024	3.4
7/19/2024	4.3
7/20/2024	4.0
7/21/2024	4.0
7/22/2024	4.4
7/23/2024	4.0
7/24/2024	4.0
7/25/2024	4.4
7/26/2024	4.0
7/27/2024	3.7
7/28/2024	3.4
7/29/2024	4.0
7/30/2024	4.0
7/31/2024	4.0

VILLAGE OF WILLIAMS BAY
Engineer's Report
August 30, 2024

STH 67 Reconstruction: East – West Section – Project No. 230260

- The State Municipal Agreement and associated Maintenance Agreement are available.
- Village action should occur before December of 2024.

Women's Leadership Center – Project Number 222626

- The water main is installed and operational. The developer still needs approvals for the fire protection, plumbing systems, and exterior elevated walkway and needs to provide record drawings for the water main.
- We will issue a punch list for the water main just before the installation of the asphalt pavement and will update the Village records based on the as-built information.

Corrosion Control Study – Improvements to Water Plant —Project No. 211778

- The Contractor is August Winter and Sons.
- Submittals continue; they don't plan to begin onsite work until after Labor Day.
- Payment Recommendation 1 will be available for Board action.

Willabay Meadows Development – Project Number 230260

- The Developer is Land and Lakes; their engineer is Farris-Hansen.
- The Developer is planning on an appearance at the August PC Meeting.

Antenna Structure on Parcel WWUP 00021A -- West of Village Hall – Project No. 2326270

- The goal is to relocate the wireless companies off the Olive Street and Potawatomi Drive water towers before they are repainted or removed from service and before Year 2029.
- We are performing the ALTA Survey for the property and will review the site plan.

Street Rehabilitation Program – Project No. 2400607.00

- Bids opened yesterday. See the separate recommendation letter.

Theatre Road Restroom Remodel – Project No. 2401158

- Bids opened yesterday. See the separate recommendation letter.

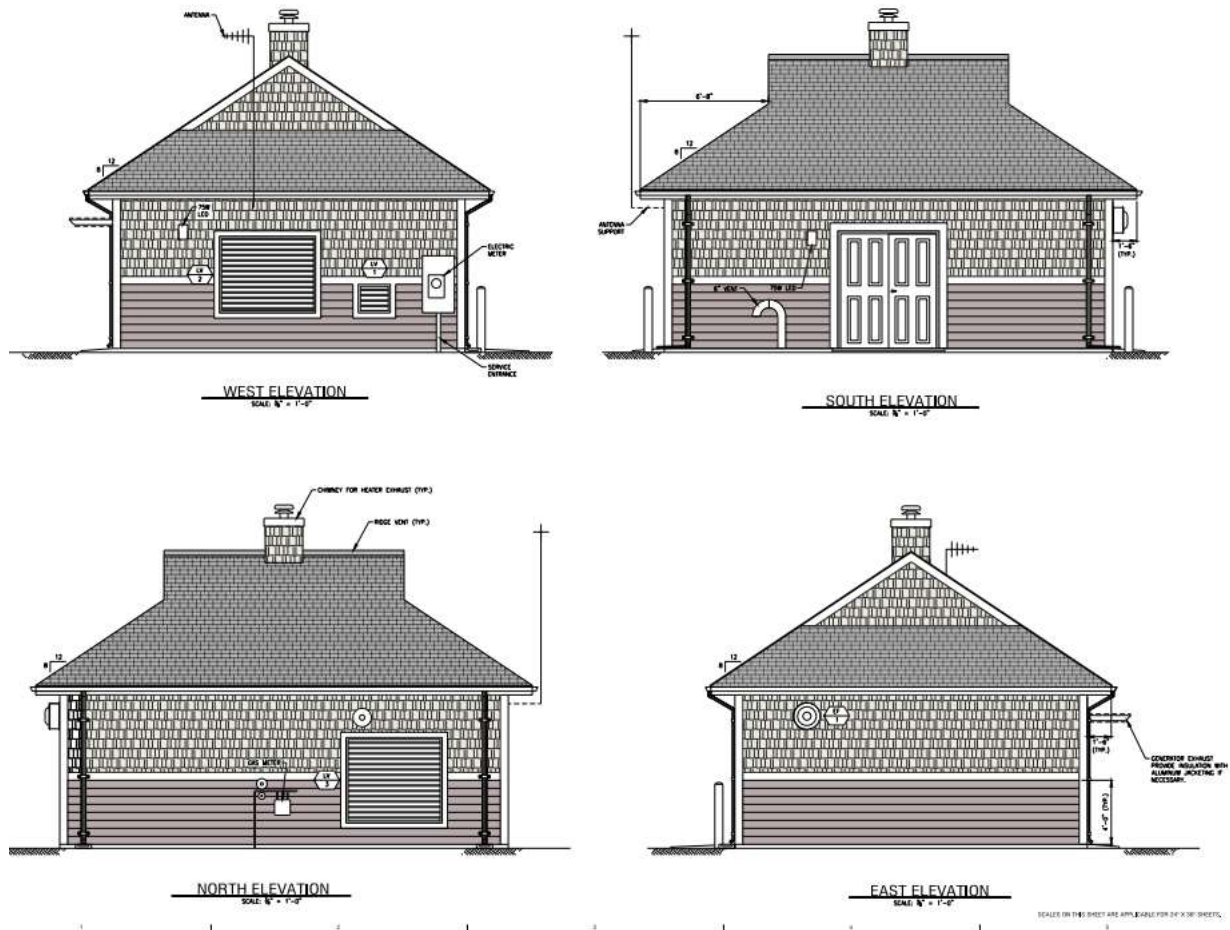
Water Plant Letter Flood Map Revision (LOMR) Assistance—Project No. 2325347

- WDNR is still reviewing the SEWRPC calculations; we are waiting for the LOMR information from SEWRPC.
- We continue to contact both SEWRPC and the WDNR.

VILLAGE OF WILLIAMS BAY
Engineer's Report
August 30, 2024

Harris Road Lift Station (LS 3) Replacement – Project No. 211304

- The Contractor is Staab Construction Company.
- Submittals continue; they don't plan to begin onsite work until after Labor Day.
- Change Order 1 is still in the works; this is the cost reduction for LP siding and architecture (see below) more closely matching the Beach House and the additional cost of asbestos abatement for the window caulk in the existing building.
- Payment Recommendation 1 will be available for Board action in September.



Tennis and Basketball at Theatre Road Park – Project Number 230496

- DK Contractors is performed the sitework. WIL-Surge Electric, Inc. installed the pole bases and the electric conduit for future lighting.
- The work is complete; the courts are ready for use.
- We are still working on the final payment application with DK Contractors.

VILLAGE OF WILLIAMS BAY
Engineer's Report
August 30, 2024

Well 2 Pump Replacement – Project No. 221236

- The Contractor is Water Well Solutions, Inc.
- Work includes replacement of the well pumping equipment, the electric components within the building, and the electric service to the building. The well is 293 feet deep with the lower 25 feet screened.
- See proposed Change Order 1: The well was televised on July 16, 2024; the well requires rehabilitation to restore the structural condition and allow the operators to perform future maintenance. This quote also contains the adjustments needed for the permitted pump and the cash allowances. We are obtaining signatures from the Contractor; this should be ready for Board action in September.
- The notice to proceed (NTP) was issued on June 7, 2024; they have 120 days after.

Well 3 Maintenance Inspection – Project No. 2401436

- See the separate engineer's report and proposal from Water Well Solutions, Inc. (WWS) to pull and inspect the existing pump. The proposal also contains budget pricing for a complete pump replacement, if needed.
- This well produces at least 80 percent of the supply for the Village; the WDNR recommends inspection on a 10-year interval.
- The pump was installed in 1999 and last repaired in 2007 when the pump was rebuilt, and the motor replaced.
- We recommend approval of the proposal contingent on use of the Village contract and contract documents.

Geneva Lake Dredging at Southwick Creek – Project No. 222379

- The Contractor is RLP Diversified, Inc. Odling Construction will load, haul, and dispose of the dewatered dredge material. The contract completion date is April 15, 2024.
- We do not plan to extend the completion date; the \$1200 per day liquidated damage for substantial completion will accrue until the work is complete. The Village can choose to waive the damages that are more than actual damages after successful completion.
- We call the Contractor monthly; they continue to provide confirmation they will begin within 2 weeks after Labor Day.

Building Permit Issue – 178 Clover Street – Project No. 2325751

- The actual site grading does not match the approved site plan; the installed site improvements are obstructing stormwater from the two adjacent properties on Wittig.
- The property owner and their engineer were notified before they constructed their improvements, including their driveway. The drainage culverts under the new driveway are about 8 inches too high.
- We plan to force corrective action; we may need direction from the Village Attorney.

Q:\WLM\SV\Admin\Monthly Reports\2024\08-2024\08-29-24.docx

DRAFT**PROJECT:** Well 2 Pump Replacement**DATE OF ISSUANCE:**

August 30, 2024

OWNER: Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191**ENGINEER:**Baxter & Woodman, Inc.
256 South Pine Street
Burlington, WI 53105**CONTRACTOR:** Water Well Solutions Group
N87W36051 Mapeton Street
Oconomowoc, WI 53066**ENGINEER's Project No.**

221236.00

You are directed to make the following changes in the Contract Documents: Perform structural modifications to the well including a new base and vent that will allow the operators to perform maintenance on the well without removing the pump. Also modify the pumping equipment and perform additional chemical and mechanical treatment in accordance with the August 7, 2024 proposal letter. See the attached Change Order 1 Summary Sheet and supporting information.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$153,169.00

Previous Change Orders:
No. - to No. 1

\$0.00

Current Contract Price: \$153,169.00

Net Increase of this Change Order: \$52,035.00

Contract Price with this Change Order: \$205,204.00

CHANGE IN CONTRACT TIME:

Original Contract Time:

Substantial Completion: 120 days after 6/7/24

Completion: 30 days after Substantial

Change from previous Change Orders: None

Current Contract Time:

Substantial Completion: No Change

Completion: No Change

Net increase of this Change Order: None

Contract Time with this Change Order:

Substantial Completion: Additional 30 Days

Completion: No Change

PREPARED BY:

Baxter & Woodman, Inc.

APPROVED:

Village of Williams Bay

ACCEPTED:

Water Well Solutions Group

By

Douglas R. Snyder, P.E.
Project Manager

By

William B. Duncan
President

By

Michael Judkins
President

Change Order 1 Summary Sheet

Well 2 Pump Replacement

Item	Approximate Quantity	Unit Price	Amount
Well Structural Modifications and Vent	1 Lump Sum	\$ 15,000	\$15,000
Additional Chemical and Mechanical Treatment	1 Lump Sum	\$ 22,600	\$22,600
Pump Modifications to match WDNR Approval	1 Lump Sum	\$ 14,435	\$14,435
Energenecs Cash Allowance Adjustment	1 Lump Sum	\$ 15,800	\$15,800
Change Order Amount			\$52,035.00



August 7, 2024

Baxter Woodman
256 Pine Street
Burlington, WI 53105
Attn: Doug Snyder

Re: Williams Bay Well #2 Change Order #1

Dear Doug,

Please see the below cost addition for the associated change in equipment and components per your request. Additionally, the increased cost of some components.

Change in Components Costs:

- o 40 HP Submersible Motor
- o 40 HP VFD
- o 25' Additional 4/3 AWG Submersible Cable
- o (1) Additional 6" x 20' Pump Column
- o Increased Electrician Cost & Components
- o Increased Discharge Piping Components Cost

Total Change in Components Cost: \$14,435.00

WELL PUMP MODIFICATIONS TO
MATCH WDNR APPROVAL

Below is our best recommendation and associated cost for remediating the Springtails found within the well upon removal of the equipment and televising.

Treatment/Remedial Costs:

- o Mobilize to Site
- o Set up jetting tool utilizing water from city hydrant
- o Lower tool into casing on 2" pipe and run up and down the well to attempt to jet all springtails off the casing (2 Days)
- o Brush the casing with a wire brush (1 Day)
- o Bail fill from the bottom of the well (1 Day)
- o Demobilize
- o Upon returning to install the new submersible pumping equipment; chemically treat the well utilizing Hy-RIP to surge chemicals in and out of the well.
- o Pump to waste and collect samples in accordance with the contract

Total Treatment/Remedial Cost: \$22,600.00

ADDITIONAL CHEMICAL AND
MECHANICAL TREATMENT

We suggest this treatment recommendation to be the most effective means of remediation to the issue at hand. If you have any questions do not hesitate to contact me with any questions. Due to the unusual circumstances with the Springtail population in the well, Water Well Solutions Wisconsin, LLC cannot accept any responsibility for nor give any assurances regarding water quality post treatment. If necessary, a meeting can be arranged to discuss this with all parties.

Respectfully,

Philip Judkins
Project Manager
Water Well Solutions Wisconsin, LLC

Douglas R. Snyder

From: Philip Judkins <philip.judkins@wwssg.com>
Sent: Monday, August 26, 2024 12:49 PM
To: Douglas R. Snyder
Cc: Mike Judkins; Wayne Edwards; Matt Davis
Subject: RE: Change Request 1 - Modified Pump and Treatment Proposal

*** **CAUTION: Think Security!** This email originated from outside of Baxter & Woodman, Inc. Do not click on links or open attachments unless you recognize the sender and know that the content is safe.

Doug,

I finally heard back from Energenecs on the SCADA Control System Modifications and Cost. They gave me a total cost of \$20,800.00 which is \$15,800.00 over the budgeted cash allowance of \$5,000.00.

As for Alliant Energy, Matt Davis has gotten into contact with them and there will be no cost for their portion of the work.

Please add the Energenecs difference of \$15,800.00 to the change order and feel free to call to discuss.

Lastly, based on my previous email, do you intend to move forward with the upgraded well vent at the associated costs? If so, please let me know and I can submit for DNR Approval as they have been taking on average of a few weeks to complete the approval process.

Sincerely,



Philip Judkins
Project Manager

Email: philip.judkins@wwssg.com
Office: 920-474-4777 Ext. 107 | **Mobile:** 262-354-5554
N87W36051 Mapleton St, Oconomowoc, WI 53066
www.wwssg.com

From: Philip Judkins
Sent: Thursday, August 8, 2024 4:05 PM
To: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Cc: Mike Judkins <michael.judkins@wwssg.com>; Wayne Edwards <wedwards@vi.williamsbay.wi.gov>; Matt Davis <matt@jeffersonconcurrentelectric.com>
Subject: RE: Change Request 1 - Modified Pump and Treatment Proposal

Doug,

We can start procuring components and can wait until after September 3rd to start the mechanical and chemical treatment all of course factoring in a time extension to substantial completion.

We currently do not have any estimate on where the springtails would have originated from as the well vent had a 24-mesh stainless steel screen in it. We will be able to get a better look at the casing integrity once the jetting, brushing, and Hy-rip treatment is completed.

As for your note on chlorinating every few years to control it or as a preventative maintenance procedure, we have been installing a dual purpose Hy-Rip Port / DNR Code Well Vent that allows us to treat the well with the equipment remaining in the hole. Given the current issue and state of the base that currently exists in Well 2, our best recommendation would be to bust out the entire base, raise the casing up, weld in a 4" Hy-Rip / Vent Port, and pour a new base to be at least 12" tall per DNR Code. This will act as a further deterrent and eliminate any current cracks, height, or deficiencies that the current base has that could be contributing to the springtail's population. The only component it would change in the discharge piping would be the swooping 45-degree spool that goes into the floor which we could have custom made from stainless steel. Please see attached pictures for reference from a few different installations. This would typically cost about \$15,000.00 in materials and labor hours. DNR Approval would need to be requested.

SEE ATTACHED

As for the \$5,000.00 cash allowance for Alliant Energy and Energenecs for SCADA control modifications, we have not yet reached out to them as we were waiting for final approval based on the change in components and upsizing of the equipment. Now that we have everything buckled down, we will begin the electrical demolition and reaching out to coordinate with Alliant and Energenecs. In talking to my Electrician this morning regarding the approval for the larger equipment, he is looking into cost differences for fusing for the VFD. Hopefully, no change but just wanted to make you aware of potential added cost for things like fusing.

Lastly, please see the attached pump test data from pre-removal of the equipment.

If you would like to conference call to discuss the base modifications and well vent that can be arranged.

Sincerely,



Philip Judkins
Project Manager

Email: philip.judkins@wwsbg.com

Office: 920-474-4777 Ext. 107 | Mobile: 262-354-5554
N87W36051 Mapleton St, Oconomowoc, WI 53066

www.wwsbg.com

From: Douglas R. Snyder <dsnyder@baxterwoodman.com>

Sent: Thursday, August 8, 2024 8:33 AM

To: Philip Judkins <philip.judkins@wwsbg.com>

Cc: Mike Judkins <michael.judkins@wwsbg.com>; Wayne Edwards <wedwards@vi.williamsbay.wi.gov>

Subject: Change Request 1 - Modified Pump and Treatment Proposal

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Philip,

Thanks for the attached—it is better news than I expected.



PROPOSED WELL
STRUCTURE MODIFICATION
AND VENT.

VILLAGE OF WILLIAMS BAY
Engineer's Report
Well 3 Maintenance
August 30, 2024

- See the attached proposal from Water Well Solutions, Inc. (WWS) to pull and inspect the existing pump. They broke the proposal into phases but did not include a cost for the Phase 2 rehabilitation services. The proposal does contain budget pricing for a complete pump replacement, if needed.
- This well produces at least 80 percent of the supply for the Village; the WDNR recommends inspection on a 10-year interval. The pump was installed in 1999 and last repaired in 2007; the pump was rebuilt, and the motor replaced.
- We recommend approval of the Phase 1 Services for a not-to-exceed price of \$50,000 contingent on use of the Village contract and contract documents and contingent on the work being started after the other two wells are operational. This will allow some money to repair the existing pump, if needed. We also recommend approval of an additional \$20,000 for Phase 2 rehabilitation services, if needed, to limit the time this facility is out of service. We also ask for \$10,000 for the engineering and permitting assistance.

P:\WLMSV\2401436-Well 3 Maintenance\Engineer's Report.docx



August 1, 2024

Baxter Woodman
256 Pine Street
Burlington, WI 53105

Attn: Doug Snyder

Re: Williams Bay Well #3 Well & Pump Rehabilitation Budget Figures

Dear Doug,

Please accept these budgetary figures for the complete removal, disassembly and inspection of the 125 HP Vertical Turbine Lineshaft pump at the above-mentioned facility. We would recommend approaching this project in two phases to achieve the most cost-effective results. Phase 1 will comprise of the pump removal and inspection, and well televising. Then we can develop appropriate costs for Phase 2, which will be comprised of the well rehabilitation, pump repair and reinstallation, and well sterilization and sampling.

Estimated Costs:

- Phase 1: Pump Removal and Inspection, TV
 - Supt, Asst. and Service Truck w/ Tools, Est. 20-30 hrs. @ \$340/hr. \$6,800-10,200
 - Shop Labor, Est. 10 hrs. @ \$135/hr. \$1,350
 - Pump Service Rig, Est. 2-3 days @ \$1,200/day \$2,400-3,600
 - Well Televising, Lump Sum \$1,200

Phase 1 Estimated Cost: \$11,750.00 – \$16,350.00

Estimated Components Pricing:

- 420' of 10" .365W Column Pipe
- New Goulds 11CHC 7 Stage Pump (900 GPM @ 420' TDH)

Estimated Total Cost: \$49,152.00 – \$67,414.00

Should questions or comments arise, please feel free to contact your office at your convenience. We look forward to assisting with the successful completion of this project.

Respectfully,

Philip Judkins
Project Manager
Water Well Solutions Wisconsin, LLC

PROJECT:	Lift Station No. 3 Replacement	DATE OF ISSUANCE:	August 30, 2024
OWNER:	Village of Williams Bay 250 Williams Street Williams Bay, WI 53191	ENGINEER:	Baxter & Woodman, Inc. 256 South Pine Street Burlington, WI 53105
CONTRACTOR:	Staab Construction Corporation 1800 Laemle Ave Marshfield, WI 54449	ENGINEER's Project No.	211304.00

You are directed to make the following changes in the Contract Documents:

Replace the specified brick exterior with LP Siding to match the architecture on the nearby Beach House. See the revised architectural elevations and the May 3, 2024 quote from the Contractor. The plan set will be reissued based on this modification. Decrease in contract price of \$29,784.00

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,827,000.00

Previous Change Orders:
No. - to No. 1 \$0.00

Current Contract Price: \$1,827,000.00

Net Decrease of this Change Order: \$29,784.00

Contract Price with this Change Order: \$1,797,216.00

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: May 16, 2025
Completion: July 31, 2025

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: May 16, 2025
Completion: July 31, 2025

Net increase of this Change Order: None

PREPARED BY:

Baxter & Woodman, Inc.

APPROVED:

Village of Williams Bay, Wisconsin

ACCEPTED:

Staab Construction Corporation

By

Douglas R. Snyder, P.E.
Project Manager

By

William B. Duncan
Village President

By

Ben Lee P. E.
Vice-President



staab
construction
corporation

1800 LAEMLE AVE
MARSHFIELD, WI 54449

Phone: 715-387-8429
Fax: 715-384-4846

Change Order Request

DOUG SNYDER
BAXTER & WOODMAN
256 South Pine St
Burlington, WI 53105

Project: 4656- WILLIAMS BAY LS

Date:

Change Order Request # :	001 - PCO	Description: Change Request- Building Mods
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Description of Change:

		Manhours	Charge Rate	Total
Labor:	Executive Management	0	\$345	\$0
	Project Manager	4	\$195	\$780
	Job Supervisor	2	\$165	\$330
	Field Crew	0	\$157	\$0
	Labor Totals	6		\$1,110
	Cost	Margin %	Margin \$	Total
Material:	\$2,609	15.00%	\$391	\$3,000
Equipment Rent:	\$0	0.00%	\$0	\$0
Subcontract:	\$(32,280)	5.00%	\$(1,614)	\$(33,894)
SUB-TOTAL COSTS:				\$(29,784)
Bonds & Insurance (no margin):				\$0
TOTAL FOR CHANGE ORDER # 001 - PCO				\$(29,784)

Clarifications / Exceptions:

- Remove Face Brick
- Remove masonry parapet walls
- Redesign roof truss system
- Change entry door to 4-Panel
- Add Corefill insulation & remove board insulation at wall cavity
- Add wood furring & sheeting for cement board siding installion
- Add cement board siding and trim in lieu of face brick
- Add cement board soffit & fascia in lieu of metal soffit & fascia

Staab Construction Corp.

The contract completion date to be increased TBD calendar days.

Price subject to change after 30 days.

Project Manager:

AARON KOERNER aaron.koerner@staabco.com
p. 715-387-8429 f. 715-384-4846



VILLAGE OF WILLIAMS BAY

Office of the Director of Public Works

MEJC Consulting LLC
PO Box 254
Williams Bay, WI 53191

Re: Sidewalk repairs at 105 Walworth Ave.

To Whom It May Concern:

Our Village streets and sidewalks receive a great deal of use, and that, coupled with time and weather, can lead to damage. While the Village takes care of street maintenance our residents are asked to take care of sidewalks. Sidewalks in disrepair can lead to injury, detract from value of properties, and prevent their use.

A recent injury claim and inspection indicated that the sidewalk adjacent to your property located at 105 Walworth Ave. is in need of repair. In accordance with the Williams Bay municipal code § 314-4(A), The owner or occupant of any lot abutting a sidewalk in the Village shall keep the same in good repair at his or her own expense.

Enclosed with this letter are photographs showing the portions of your sidewalk that are in need of repair.

As part of this program and an effort to improve the condition of sidewalks in the community, the normal ROW permit fee will be waived. We request that the sidewalk repairs take place within thirty (30) days from the date this letter was postmarked.

If you need assistance and/or require further direction on this matter, please feel free to contact me at 262-245-2706 or wedwards@vi.williamsbay.wi.gov. I would be happy to assist you with any questions on finding a solution to your damaged sidewalk.

Best Regards,

Wayne Edwards
Director of Public Works









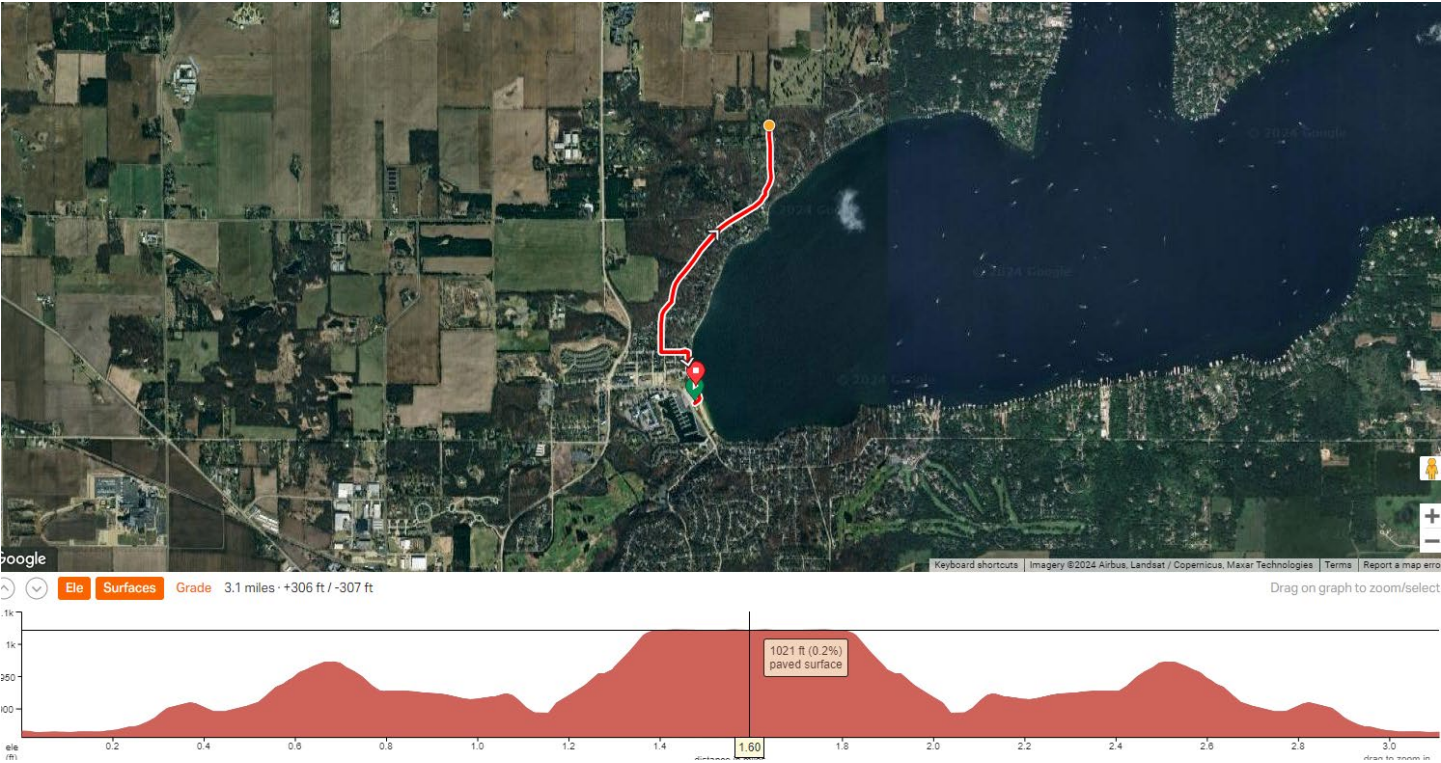


Chapter 314. Streets and Sidewalks

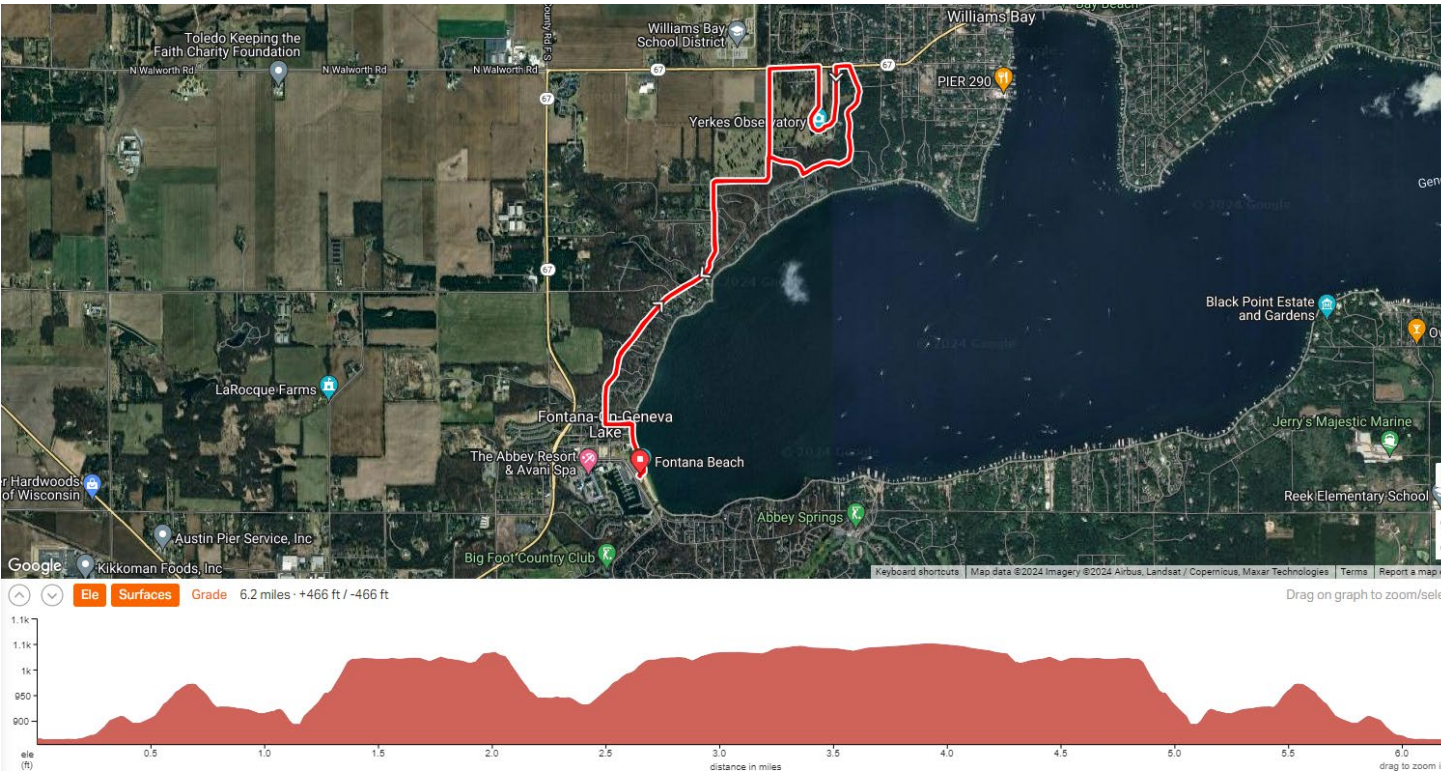
§ 314-4. Sidewalk maintenance.

- A. The owner or occupant of any lot abutting a sidewalk in the Village shall keep the same clear of snow and ice at all times at his or her own expense. The owner or occupant of any lot abutting a sidewalk in the Village shall keep the same in good repair at his or her own expense.
- B. Any person failing to remove snow or ice from the sidewalk within 24 hours after a snowfall or sleet storm shall be subject to a forfeiture and the Village may have the sidewalk cleared and the cost thereof levied as a special tax against the property. Any person, upon notification from the Village Public Works Director, failing to keep their abutting sidewalk in good repair shall be subject to a forfeiture and the Village may have the sidewalk repaired and the cost thereof levied as a special tax against the property.
- C. No person clearing snow or ice shall place, deposit or cause to be placed or deposited any snow or ice upon any public street in the Village.

Sprint Olympic Triathlon Run 3.1 Miles (5K)



Olympic Triathlon Run 6.2 Miles (10K)





**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: July 11, 2024
 I.D.: 3325-08-02/22/72/73
 Road Name: STH 067
 Title: V WILLIAMS BAY, W GENEVA ST
 Limits: THEATRE RD TO ELKHORN RD
 County: WALWORTH
 Roadway Length: 1.05 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

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

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

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 700,000	\$ 700,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 100,000	\$ 100,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
¹ Construction: Participating	\$ 3,270,000	\$ 3,270,000	100%	\$ -	0%
Paving Items (Inc Parking)	\$ 2,250,000	\$ 2,232,000	99.2%	\$ 18,000	0.8%
Non-Participating	\$ 6,000,000	\$ -	0%	\$ 6,000,000	100%

Total Cost Distribution \$ **12,320,000** \$ **6,302,000** \$ **6,018,000**

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but

only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the Village of Williams Bay (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SERegion Planning Chief
Signature	Date

TERMS AND CONDITIONS:

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

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for parking lanes 100% Municipal. Parking costs are included with paving costs, with parking lanes calculated as a percentage of parking area compared to the total area of pavement. For this project 0.8% of the overall paving costs were determined to be parking related. These parking costs are apportioned to the Village of Williams Bay based on the amount of parking within the Municipality.
 - (f) Funding for non-participating items, including watermain replacement 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

Operational Planning Meeting
Monday, July 22, 2024 – 10:00am
Meeting Minutes

1. Welcome and Introductions

- a. Ryan Bernard – Final Scoping Project Manager
 - i. Luke Senz – Final Scoping Design Engineer
- b. Martin Villaca – PDS Project Manager

2. Presentation and Questions/Comments

- a. See 33250802_STH 67_OPM Presentation.pdf
- b. Steve Chojnacki (WisDOT – Design Services) asked if sidewalk replacement was due to construction impacts of the pavement structure.
 - i. Ryan Bernard (WisDOT – Final Scoping) stated that with the pavement replacement and potential for subgrade improvements, there is a good chance that the existing sidewalk will be impacted and need to be replaced. However, if segments of existing sidewalk are not impacted, they can remain.
 - ii. If bike lane widths from Theatre Rd. to Congress St. are narrowed from 8-ft to 5-ft, this would reduce the impacted area and potentially save much of the existing sidewalk.
 - iii. Reducing bike lane width from 8-ft to 5-ft would create wider grass terraces.
- c. Brett Biwer (Baxter & Woodman) questioned when the Village watermain plans would be due.
 - i. Ryan Bernard (WisDOT – Final Scoping) stated that those plans would be needed by WisDOT several months ahead of the scheduled 60% Plan Review (Approximately January 2026).
 - ii. Martin Villaca (WisDOT – PDS) asked that all CAD files be shared at that time as well so that underground linework could be utilized.
- d. Brett Biwer (Baxter & Woodman) questioned what survey is available and if it could be shared.
 - i. Martin Villaca (WisDOT – PDS) stated that he would check with survey unit and that WisDOT could share any files available.
 - ii. Baxter & Woodman to submit an e-mail request of what files they need.
- e. Doug Snyder (Baxter & Woodman) stated that the Village of Williams Bay plans to replace water services as part of the underground project. Those services are not lead.
- f. Doug Snyder (Baxter & Woodman) stated that the Village of Williams Bay is looking to incorporate two blocks of streetscaping at the far east end of the project limits.
 - i. Ryan Bernard (WisDOT – Final Scoping) asked that the Village share the locations and an overview of what the Village has planned for streetscaping.
- g. Martin Villaca (WisDOT – PDS) asked if any sort of retaining facility was planned around the placement and/or grading of new sidewalk.

Project ID:
3325-08-02/72 | STH 67 | Theatre Rd to Elkhorn Rd
Walworth County

- i. Ryan Bernard (WisDOT – Final Scoping) stated that final scoping will revisit the existing gap in sidewalk with the multi modal team and review the benefit cost and then develop any alternatives to share with the village. Unknown if retaining facilities are needed at this time.
- h. Brent DesRoches (WisDOT - Traffic) stated that given the traffic volume, percent trucks, and roadway speed, that 11-ft travel lanes may be a good fit.
 - i. Village of Williams Bay then expressed that there are a number of dump trucks that regularly use the corridor due to an active quarry just north of town.
 - ii. The Village also noted that many large boats are towed on this stretch of STH 67 by local marinas due to the proximity to Geneva Lake.
 - iii. Williams Bay advised against narrowing of travel lanes.
- i. Doug Snyder (Baxter & Woodman) asked in a follow-up email after the OPM if it would be possible move the centerline of the road 3 feet to the south so that the manholes are back near in the center of the road (not under the wheel travel). This shift may also make room for the water main in the larger terrace area on the north side of the roadway.
 - i. Ryan Bernard (WisDOT – Final Scoping) responded that this is something WisDOT can explore. Also noted that depending on storm sewer and sanitary sewer improvements, those manholes may be replaced and relocated as part of the project.

	STATE/MUNICIPAL <u>MAINTENANCE</u> AGREEMENT	Date: July 11, 2024 ID: 3325-08-72 Road Name: STH 67 Limits: THEATRE RD TO ELKHORN RD County: Walworth

The signatory **Village of Williams Bay**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 3325-08-72

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 3325-08-72. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the Village of Williams Bay (Please sign in blue ink)	
Name (print)	Title
Signature Date	
Signed for and in behalf of the State (Please sign in blue ink)	
Name Brian Roper	Title WisDOT SE Region Maintenance Chief
Signature Date	

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the

Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.

2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility including, but not limited to, annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, grit covers, risers, covers and frames; repair top slabs along with bottom and walls of basins. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
 - (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings in accordance with the signing and marking agreement if completed as part of this project.
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.) in accordance with the signing and marking agreement if completed as part of this project.
 - (i) Maintain and accept responsibility for the following as applicable to this agreement:
 1. Curb & gutter: surface repair

2. Grass: mowing, repair tire ruts in turf, weed control, litter removal.
3. Landscaping: removal and replacement of dead plant material, pruning, watering.
4. Other (please identify) Utilities: Water & Sanitary, Rectangular Rapid Flashing Beacons

4. The Municipality, within the specified limits, agrees to:

(a) Prohibit angle parking.

(b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.

1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction project, 3325-08-72, the Municipality will assume all afore mentioned maintenance responsibilities.

VILLAGE OF WILLIAMS BAY
2024 Street Program
Revised - April 15, 2024

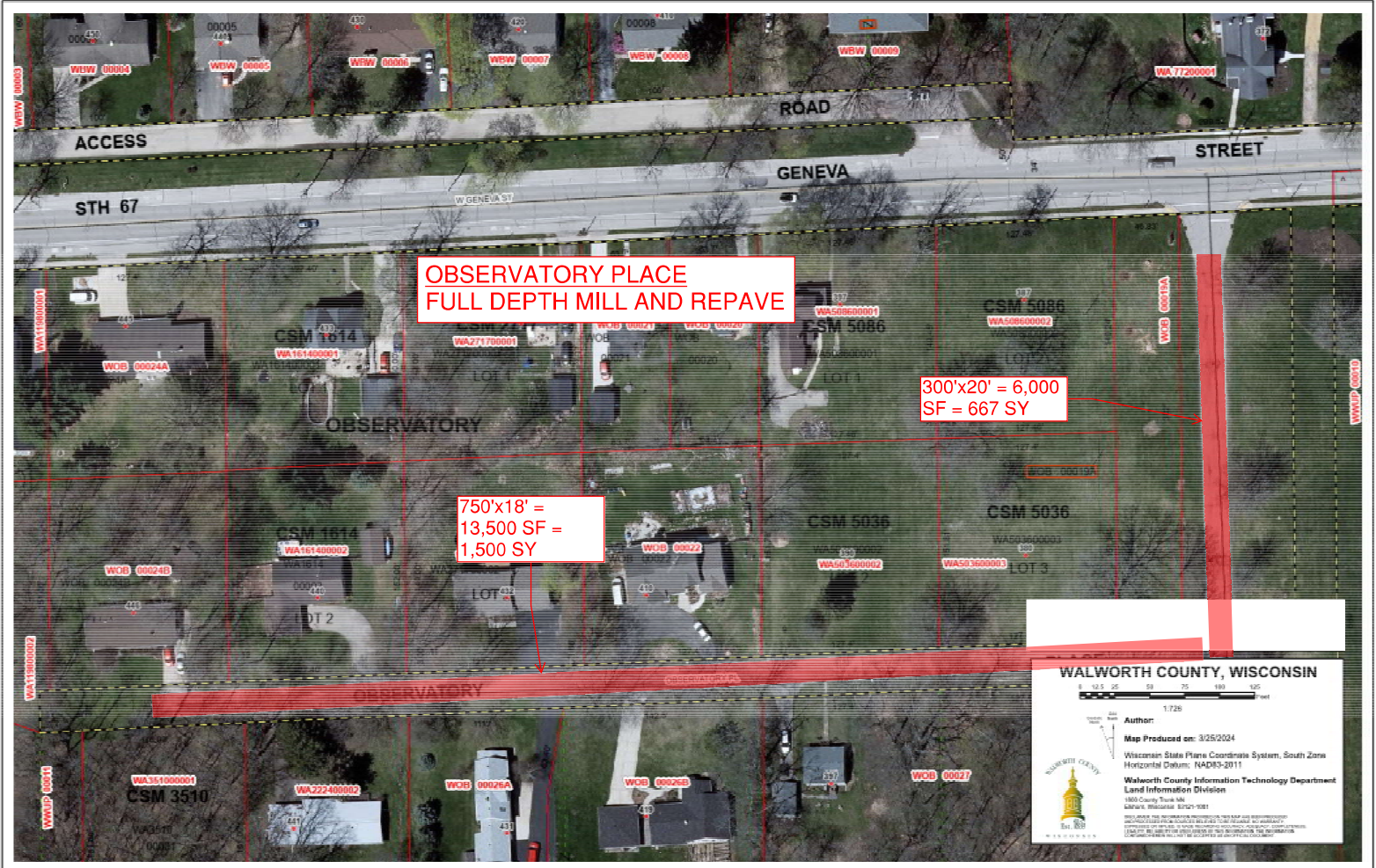
4/15/24 - Revised to add pavement widening on East Geneva Street.

- See the attached opinion of probable cost (OPC) and sketches for each of the proposed roadway sections further described below.
 - Observatory Place: Remove the existing asphalt pavement by milling, proof roll the base and repair soft spots, repave with 4-inches of hot mix asphalt, and install 2-ft wide gravel shoulders.
 - Clover Street: Remove the existing asphalt pavement by milling, proof roll the base and repair soft spots, repave with 4-inches of hot mix asphalt, and install 2-ft wide gravel shoulders.
 - Lakewood Trails: Repair deteriorated pavement areas by removing the asphalt, repairing the stone base, and repaving with hot mix asphalt. The water main valve repair areas will also be repaved.
 - East Geneva Street: Reconstruct the east bound lane and install storm sewer, and remove / trim trees within the right-of-way to prevent deterioration of the pavement.
 - East Geneva Street: Widen the north side pavement by 3-feet from Willabay Drive to Potawatomi Road.
 - Cedar Point Drive: Repair deteriorated pavement areas.
- We worked with Village staff to scope a street rehabilitation project to meet a budget of \$1.6M. The budget will need confirmation by the finance committee.
- The bid opening is planned for late June with construction starting after Labor Day but before Memorial Day of 2025. The work in Lakewood Trails will occur in 2024.
- The bid form will allow removal of a section if the bid price is over budget; currently, a pay item in the Lakewood Trails section will allow the Village to full depth mill and repave additional areas if bid prices are lower than expected.
- Once approved, we will provide an engineering work order and a proposal from a testing company to perform pavement cores and soil testing of the road sub-base. These costs are included in the line item for contingency & engineering in the OPC.

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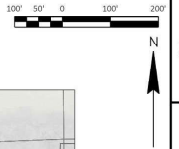
Opinion of Probable Cost
2024 Roadway Improvements
Village of Williams Bay

Section	Quantity		Amount	
<u>Observatory Place</u>				
MOBILIZATION	1	LS	\$	8,000
ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,200	SY	\$	13,000
HMA, 4-INCHES	2,200	SY	\$	56,000
GRAVEL SHOULDERS	2,100	LF	\$	8,000
TRAFFIC, LAWN, EROSION	1	LS	\$	6,000
Observatory Place Construction Cost			\$	91,000
<u>Clover Street</u>				
MOBILIZATION	1	LS	\$	8,000
ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,300	SY	\$	14,000
HMA, 4-INCHES	2,300	SY	\$	58,000
GRAVEL SHOULDERS	1,340	LF	\$	5,000
TRAFFIC, LAWN, EROSION	1	LS	\$	6,000
Clover Steet Construction Cost			\$	91,000
<u>Lakewood Trails</u>				
MOBILIZATION	1	LS	\$	8,000
ASPHALT PATCHING, INCLUDES VALVE REPAIR AREAS	3,400	SY	\$	170,000
TRAFFIC CONTROL	1	LS	\$	2,000
Lakewood Trails Construction Cost			\$	180,000
<u>East Geneva Street (Eastbound Lane and Storm Sewer)</u>				
MOBILIZATION	1	LS	\$	12,000
PAVEMENT REMOVAL / SAW CUTTING	3,600	SY	\$	50,000
BASE AGGREGATE, 1-1/4-INCH	1,600	TON	\$	29,000
HMA, 4-INCHES	3,600	SY	\$	91,000
GRAVEL SHOULDERS	600	LF	\$	2,000
TRAFFIC, LAWN, EROSION, MARKING, LAYOUT	1	LS	\$	28,000
STORM SEWER, 18-INCH RCP, GRANULAR BACKFILL	2,100	LF	\$	420,000
STORM MANHOLE, 48-INCH DIA.	10	EA	\$	100,000
STORM INLET, 2x3 AND CURB REPLACEMENT	7	EA	\$	50,000
TREE REMOVAL / TRIMMING	1	LS	\$	40,000
East Geneva Steet (Eastbound Lane) Construction Cost			\$	822,000
<u>East Geneva Street Widening (Willabay Dr. to Potawatomi Rd.)</u>	1	LS	\$	46,000
<u>Cedar Point Drive Spot Repairs</u>	1	LS	\$	75,000
CONSTRUCTION COST			\$	1,305,000
30% Contingency & Engineering			\$	392,000
PROJECT COST			\$	1,697,000





LAKEWOOD TRAILS PATCH DETERIORATED PAVEMENT AREAS AND VALVE REPAIRS



REPLACE 8" VALVE.
NOTE: VALVE CURRENTLY DOESN'T OPERATE.
CONTACT VILLAGIC PRIOR TO REPLACING
AND VERIFY IT CAN'T BE REPAIRED IN PLACE.

SAWCUT PAVEMENT. MINIMIZE TRENCH WIDTH.
FINISHED SURFACE SHALL BE 4" OF 3/4"
CRUSHED BASE AGGREGATE DENSE OVER 8" OF
1-1/4" CRUSHED BASE AGGREGATE DENSE.

NOTE: VERIFY OPERATION OF VALVES PRIOR TO REPLACING
EXTENSIONS. REPLACE NON-OPERATIONAL VALVES AT THE
BID PRICE FOR 8" AND 12" VALVE REPLACEMENT.

LEGEND

- WV REPLACE BROKEN VALVE EXTENSION
- WV EXISTING VALVE

PROJECT NO: 2325721

VILLAGE OF WILLIAMS BAY
CLOVER STREET TO WILLIAMS STREET WATER MAIN

COUNTY: WALWORTH

WATER VALVE EXTENSION REPLACEMENT

SHEET 8 OF 8

BALTIMORE E

FILE NAME: P:\WILMSV\2325722 CLOVER WILLIAMS WTM\CAD\01_CIVIL\30\01_SHTS\PLANS\023001-UP.DWG
LAYOUT NAME: 1 IN 200 FT

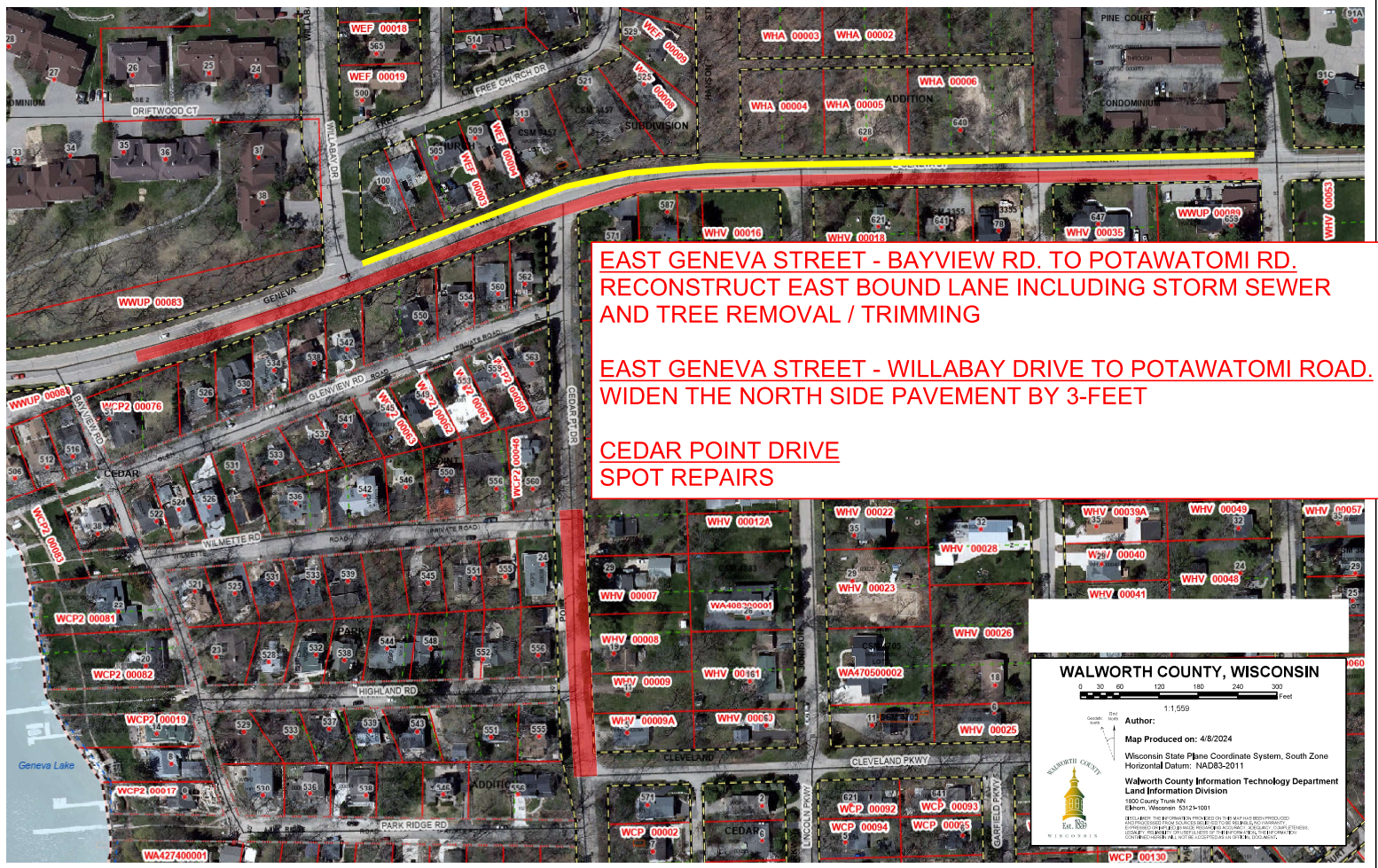
PLOT DATE: 11/27/2023 11:34 AM

PLOT BY: JORDAN SHARPE

PLOT NAME:

PLOT SCALE: 1 IN 200 FT

W00001/CAD001/2/E001-41



August 30, 2024

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

Subject: Williams Bay – 2024 Roadway Improvements

Dear Mr. Lothspeich:

Enclosed is an excerpt of the only bid received for the 2024 Roadway Improvements Project. The total bid price was \$1,201,267.05, which included storm sewer on East Geneva Street and spot pavement patching in Lakewood Trails Subdivision.

There are two alternate bid items: The first alternate allows the Village to delete most of the storm sewer on E. Geneva Street (except the culvert crossing at Menominee Road) and save approximately \$455,000.00. The second alternate allows the Village to replace the specified pavement patching in Lakewood Trails Subdivision with a complete rehabilitation of pavements in this subdivision for an additional cost of \$441,797.00. The Village could accept one, both, or neither alternate. We recommend acceptance of both alternatives for a total contract price of \$1,171,312.32, which includes a two-foot stone shoulder in Lakewood Trails Subdivision and a culvert crossing of E. Geneva Street at Menominee Road.

We find Rock Road Companies to be the lowest responsible and responsive bidder and believe that Rock Road Companies is qualified to complete the project. We recommend that the Village award the contract to Rock Road Companies for \$1,171,312.32, contingent on financing.

The storm sewer on E. Geneva Street was intended to alleviate flooding in the Willabay Woods Subdivision by capturing water south of E. Geneva Street near Bell's Store and preventing it from entering the Willabay Condo Property. See Figure 1: A similar drainage solution is possible without storm sewer in E. Geneva Street if the Village requires a proposed development to oversize the detention and infiltration facilities at the time of development. The Village should verify that the soils are favorable for infiltration by conducting geotechnical testing; enclosed is a proposal for \$4,188.00 from ECS Midwest for the necessary testing. We recommend acceptance of this proposal.



Figure 1 – Proposed Development

Please advise us of your decision, including the alternates, and call if you have any questions.

Sincerely,
BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Douglas R. Snyder, PE

DRS:jmc

C/encs.: Tina Kolls, Clerk (w/original bids)
Brett Biwer, PE, Project Manager

P:\WLMSV\2400607-2024 Roadway Improvements\00-Design\12-Bidding\Rec Award.docx

j. By submission of the Bid, BIDDER certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:

- (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) BIDDER is not listed on the State of Wisconsin Department of Transportation List of Disapproved, Suspended and Debarred Contractors.

4. BIDDER submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

BIDDER agrees that the OWNER may select any one or more Parts of this Bid, and if awarded the Contract for such Part or Parts of this Bid, the BIDDER agrees to perform and complete the work at the Contract Unit Prices submitted herein.

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
	<u>Section A: Observatory Place</u>				
1	MOBILIZATION	1	LS	Lump Sum	\$ 25,000.00
2	CONSTRUCTION LAYOUT AND STAKING	1	LS	Lump Sum	\$ 750.00
3	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,167	SY	\$ 1.94	\$4,203.98
4	BASE REPAIR	72	TON	\$ 37.52	\$2,701.44
5	SANITARY MANHOLE ADJUSTMENT	2	EACH	\$ 1,141.80	\$2,283.60
6	HMA, 3LT 2-1/4-INCH LOWER LAYER	2,167	SY	\$ 11.14	\$ 24,140.38
7	HMA, 4LT 1-3/4-INCH UPPER LAYER	2,167	SY	\$ 9.07	\$19,654.69
8	CRUSHED LIMESTONE SHOULDERS	2,100	LF	\$ 4.91	\$10,311.00
9	LAWN RESTORATION	1	LS	Lump Sum	\$ 2,461.87
10	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$ 151.50

BID FORM
00 41 00.13-3 (2400607.00)

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity		Unit Price	Amount
11	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$1,864.00
	Section A Total:				\$93,522.46
	<u>Section B: Clover Street</u>				
12	MOBILIZATION	1	LS	Lump Sum	\$25,000.00
13	CONSTRUCTION LAYOUT AND STAKING	1	LS	Lump Sum	\$750.00
14	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,233	SY	\$2.86	\$6,386.38
15	BASE REPAIR	74	TON	\$40.93	\$3,028.82
16	SANITARY MANHOLE ADJUSTMENT	2	EACH	\$1,141.80	\$2,283.60
17	STORM MANHOLE ADJUSTMENT	2	EACH	\$675.54	\$1,351.08
18	HMA, 3LT 2-1/4-INCH LOWER LAYER	2,233	SY	\$11.85	\$26,461.05
19	HMA, 4LT 1-3/4-INCH UPPER LAYER	2,233	SY	\$9.63	\$21,503.79
20	PAVEMENT MARKING, 18-INCH EPOXY	15	LF	\$62.00	\$930.00
21	CRUSHED LIMESTONE SHOULDERS	1,340	LF	\$5.42	\$7,262.80
22	LAWN RESTORATION	1	LS	Lump Sum	\$2,954.25
23	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$151.50
24	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$1,828.00
	Section B Total:				\$99,891.27
	<u>Section C: Cedar Point Drive Spot Repairs</u>				
25	MOBILIZATION	1	LS	Lump Sum	\$25,000.00
26	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,300	SY	\$8.74	\$20,102.00
27	BASE REPAIR	77	TON	\$40.93	\$3,151.61
28	HMA, 3LT 2-1/4-INCH LOWER LAYER	2,300	SY	\$10.50	\$24,150.00
29	HMA, 4LT 1-3/4-INCH UPPER LAYER	2,300	SY	\$8.59	\$19,757.00
30	LAWN RESTORATION	1	LS	Lump Sum	\$4,431.37
31	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$505.00
32	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$3,084.00
	Section C Total:				\$100,180.98
					\$
	<u>Section D: East Geneva Street</u>				\$
33	MOBILIZATION	1	LS	Lump Sum	\$60,000.00
34	CONSTRUCTION LAYOUT AND STAKING	1	LS	Lump Sum	\$2,000.00
35	CONCRETE PAVEMENT REMOVAL	3,300	SY	\$10.72	\$35,376.00

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
36	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	8,300	SY	\$ 4.53	\$ 37,599.00
37	CRUSHED AGGREGATE BASE COURSE, 1 1/4-INCH	1,470	TON	\$ 17.13	\$ 25,181.10
38	BASE REPAIR	160	TON	\$ 44.33	\$ 7,092.80
39	SANITARY MANHOLE ADJUSTMENT	2	EACH	\$ 1,141.80	\$ 2,283.60
40	HMA, 3LT 2-1/4-INCH LOWER LAYER	8,300	SY	\$ 10.29	\$ 85,407.00
41	HMA, 4LT 1-3/4-INCH UPPER LAYER	8,300	SY	\$ 7.81	\$ 64,823.00
42	STORM SEWER, 12-INCH RCP, GRANULAR BACKFILL	69	LF	\$ 154.98	\$ 10,693.62
43	STORM SEWER, 15-INCH RCP, GRANULAR BACKFILL	178	LF	\$ 146.03	\$ 25,993.34
44	STORM SEWER, 21-INCH RCP, GRANULAR BACKFILL	1,689	LF	\$ 192.00	\$ 324,288.00
45	STORM MANHOLE, 48-INCH DIA., 0' TO 8.5' DEPTH	4	EA	\$ 4,619.67	\$ 18,478.68
46	STORM MANHOLE, 48-INCH DIA., 8.5' TO 15' DEPTH	2	EA	\$ 7,214.23	\$ 14,428.46
47	STORM MANHOLE, 60-INCH DIA.	1	EA	\$ 5,399.04	\$ 5,399.04
48	STORM DOGHOUSE MANHOLE, 60-INCH DIA.	1	EA	\$ 6,079.29	\$ 6,079.29
49	STORM INLET, 2x3	6	EA	\$ 4,077.49	\$ 24,464.94
50	MEDIUM RIP RAP	7	CY	\$ 221.48	\$ 1,550.36
51	30-INCH CURB & GUTTER	50	LF	\$ 100.00	\$ 5,000.00
52	PAVEMENT MARKING, 4-INCH EPOXY	7,120	LF	\$ 1.10	\$ 7,832.00
53	PAVEMENT MARKING, 18-INCH EPOXY	18	LF	\$ 18.50	\$ 333.00
54	LAWN RESTORATION	1	LS	Lump Sum	\$ 4,135.95
55	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$ 3,004.75
56	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$ 4,522.00
Section D Total:					\$ 775,965.93
Section E: Lakewood Trails					
57	MOBILIZATION	1	LS	Lump Sum	\$ 20,000.00
58	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,200	SY	\$ 20.23	\$ 44,506.00
59	BASE REPAIR	70	TON	\$ 40.93	\$ 2,865.10
60	HMA, 3LT 2-1/4-INCH LOWER LAYER	2,200	SY	\$ 13.29	\$ 29,238.00
61	HMA, 4LT 1-3/4-INCH UPPER LAYER	2,200	SY	\$ 12.12	\$ 26,664.00
62	LAWN RESTORATION	1	LS	Lump Sum	\$ 5,662.31

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity		Unit Price	Amount
63	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$ 505.00
64	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$ 2,266.00
	Section E Total:				\$ 131,706.41
	TOTAL AMOUNT OF BID				\$ 1,201,267.05

5. Section D Alternate: BIDDER submits the following price to be deducted from the total price for Section D to remove the storm sewer and rehabilitate the surface of the roadway rather than reconstruct as shown on the Drawings and described in the Specifications, and agrees that OWNER reserves the unrestricted privilege to accept or reject any or all alternate prices for the deletion of the items of work, and to use any combination of alternate prices for the deletion of the items of work to determine the lowest Bid.

A. Delete:

- (1) STORM SEWER ITEMS (ITEM NUMBERS 42 - 51)
 (2) CONCRETE PAVEMENT REMOVAL (ITEM NUMBER 35)

Deduct the sum of \$ (\$471,751.73)

6. Section E Alternate: BIDDER submits the following unit prices if the OWNER decides to rehabilitate all of the roadways in the subdivision rather than the specified spot repairs and agrees that OWNER reserves the unrestricted privilege to accept or reject any or all alternate prices for the deletion of the items of work, and to use any combination of alternate prices for the deletion of the items of work to determine the lowest Bid.

A. Replace Unit Prices based on a total area of 22,500 SY:

Item 57: ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH: \$ 2.62

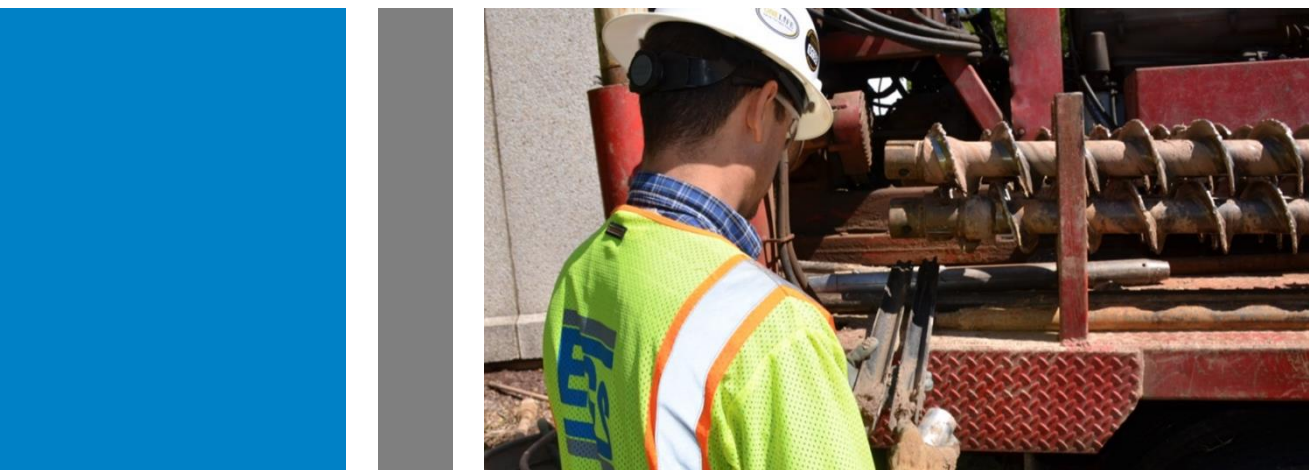
Item 59: HMA, 3LT 2-1/4-INCH LOWER LAYER: \$ 9.87

Item 60: HMA, 4LT 1-3/4-INCH UPPER LAYER: \$ 7.68

7. The Work will be substantially completed on or before May 23, 2025, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before July 25, 2025.

A. BIDDER accepts the provisions of the Agreement and the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.

8. Required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or Five Percent of the Bid Amount.



ECS Midwest, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Geneva Street Infiltration

E Geneva Street
Williams Bay, Walworth County, Wisconsin

ECS Proposal No. 42:3888-GP

August 7, 2024





August 7, 2024

Mr. Brett Biwer
Baxter & Woodman Consulting Engineers
256 S Pine St
Burlington, Wisconsin 53105

ECS Proposal No. 42:3888-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Geneva Street Infiltration
E Geneva Street
Williams Bay, Walworth County, Wisconsin

Dear Mr. Biwer:

As requested, ECS Midwest, LLC (ECS) is pleased to provide the following **lump sum** proposal for subsurface exploration and geotechnical engineering services for the above referenced project. Our understanding of the project is based on our review of your email and aerial map. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have reviewed the Request for Proposal and discussed the overall project with your firm. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site. The following is a summary of the sources of information used in preparing this proposal:

- Emails between Brett Biwer with Baxter & Woodman and Darin Maciolek with ECS between July 31 and August 1, 2024.
- Aerial Map showing the approximate SWM basin location provided by Baxter & Woodman.

Existing Site Conditions

The project site is located at E Geneva Street in Williams Bay, Walworth County, Wisconsin. Existing conditions include a vacant wooded lot.

Project Description

We understand the proposed project will include the construction of an infiltration basin. It is understood exploration deep enough to verify granular soil is at a lower elevation than basements to the north is desired. The information in the table below summarizes our understanding of the project.

DESIGN INFORMATION			
Subject		Expectation	
SWM Device	Type	Infiltration	R
	Bottom Depth	4 to 8 feet below site grades	B
Grading	Cut	Less than 8 feet	B
	Fill	Less than 2 feet	B

R: Reported by client and/or design team

B: Based on ECS estimates in absence of information from client and/or design team

Please note that a grading plan was not available at the time of this proposal. ECS should be provided with a grading plan prior to initiating our services to review our proposed depth of borings regarding actual cut/fill depths and make changes to our proposed scope and fee as necessary.

SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Utility Clearance

Per state law, our drilling subcontractor will contact Diggers Hotline, Inc. the public utility to locate underground utilities at the site. Typically, Diggers Hotline, Inc. will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Diggers Hotline, Inc. did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have not** included the cost of a private utility line locator in our “Base Services”. If private utilities are present that were not identified by the public system, we can provide a private utility line locator to reduce your liability for a lump sum fee of \$650. Please read the following section on private utility locator services and, if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

Site Access

Based on available aerial photographs, the site appears to be wooded. Therefore, we anticipate that some clearing may be required to provide drill rig access to the proposed soil test boring locations. Clearing, if needed and authorized, will be provided by chainsaw. The cost of clearing **has not** been included in our fee. If site clearing is required and authorized, indicate your request for their services on the attached Proposal Acceptance sheet. Please note that minimum 10-foot-wide cleared paths will result. We will attempt to limit disturbance, but felled trees and cleared underbrush should be anticipated.

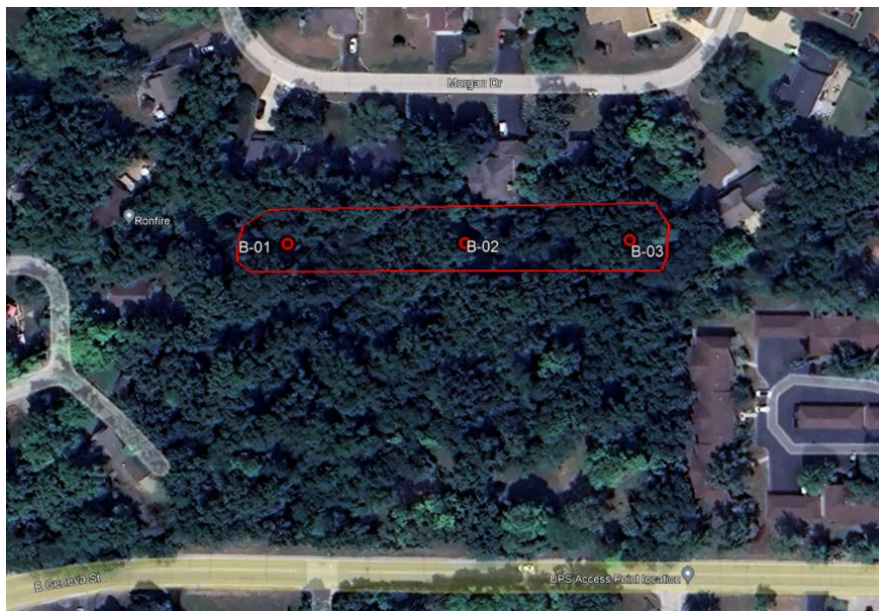
Regarding site access, we have made the following assumptions:

- No special permits or work outside of normal working hours will be required.
- Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination with landowners to obtain access permission will be provided by the client.

Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- Field locate the test locations by handheld GPS unit. Elevations will be interpolated from provided plans or referenced from available online topographical information.
- Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- Mobilize a track mounted drilling rig to the site.
- Perform soil test borings (ASTM 1586/1587 Standard and/or Continuous Sampling) at the approximate locations shown on the figure below.



Boring No.	Proposed Structure /Site Feature	Proposed Drilling	Total Linear Feet of Drilling
B-01 through B-03	SWM	3 SPT* Borings to 20 feet deep	60
		Total Drilling Footage	60

*Standard Penetration Test

- e. Perform testing and sampling in general accordance with ASTM standards and local practices.
- f. Measure the depth of groundwater within each exploration location at the time of drilling and/or prior to backfilling.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first. Please note that a minimum charge of 10 feet will apply to each location terminated at a depth less than 10 feet.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations and mound the excess spoils back up over the test locations. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass, shrubs, trees, or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted.

If site clearing is required and authorized, please note that minimum 10-foot-wide cleared paths will be made. We will attempt to limit disturbance, but felled trees and cleared underbrush should be anticipated in cleared paths. Our cost estimate does not include any restoration of cleared areas, moving/chipping of felled trees, etc. If there are any areas where clearing is not to be performed (such as in Resource Protection Areas (RPA), wetlands, or other areas), those areas must be clearly marked on plans provided to us and should be delineated in the field with flagging prior to our mobilization to the site. ECS cannot be responsible for disturbance of sensitive or restricted areas not identified in this manner.

Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

Laboratory Test	Quantity
Natural Moisture Content	Cohesive Samples
Calibrated Hand Penetrometer	Cohesive Samples
Atterberg Limits	1
Percentage Passing a No. 200 Sieve	1

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- a. A review of published soils mapping and/or geologic information.
- b. Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and a field exploration diagram.

- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. Elevations will be interpolated from civil drawings or referenced from topographic information that you supply.
- f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Evaluation of the subsurface conditions encountered at the boring locations regarding estimates of seasonal high groundwater table, bedrock depths and estimates of infiltration rates as noted in the Wisconsin Department of Natural Resources (WDNR) Conservation Practice Standard 1002 and NRCS will be provided. Preparation of Soil and Site Evaluation-Storm Form SBD-10793 by a Certified Soil Tester per SPS 382.365 and 385, Wis. Adm. Code, and WDNR Standard 1002. Reuse of on-site soil as liner material for a wet detention pond as noted in the WDNR Conservation Practice Standard 1001 and NRCS will also be discussed.
- j. Evaluation of the on-site soil characteristics and a discussion of their suitability for reuse as engineered fill. We will also include compaction recommendations and suitable material guidelines.
- k. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

FEE

ECS will provide the services outlined in this proposal ("Base Services") for a lump sum fee of \$4,188, plus any optional services authorized.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services/fees are requested or required based on differing site conditions, unreported contaminated materials, access issues (i.e., snow cover, soft subgrades, etc.) or difficult drilling conditions (i.e., SPT blow counts greater than 50 blows/foot or fill materials containing debris, etc.) we will contact your office (or assigned representative) for verbal and written authorization to proceed with the additional services.

SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate the following project schedule:

Task	Approximate Schedule
Mobilization	2-3 weeks
Field Exploration	1 day
Laboratory Testing	5 days
Engineering Report	1 week
Total	4-5 weeks

The actual time from initial authorization through final report submission will depend on weather conditions, site access, utility clearance and exploration crew availability.

CLOSING

Our "Terms and Conditions of Service," are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS MIDWEST, LLC



Lauren McGovern

Geotech Asst. Staff Project Professional
lmcgovern@ecslimited.com



Geotechnical Department Manager
dmaciolek@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service
Important Information about This Geotechnical Engineering Proposal

PROPOSAL ACCEPTANCE

Proposal No.: 42:3888
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
 Project: Geneva Street Infiltration
 Location: E Geneva Street, Williams Bay, Walworth County, Wisconsin
 Base Services: \$4,188

Client Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Optional Services

Private Utility Locator (\$650):	☐ Yes	☐ No
Tree Clearing (\$350/hr.):	☐ Yes	☐ No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(please print or type)

Invoice Delivery Preference: ☐ Electronic (email) ☐ Hardcopy (USPS)

	<u>Invoice Addressee</u>	<u>Report Addressee</u>
Contact Name:	_____	_____
Company:	_____	_____
Title:	_____	_____
Email:	_____	_____
Mailing Address	_____	_____
City, State, Zip:	_____	_____
Telephone No.:	_____	_____

Client Project/Account Number: _____
 Special Conditions for Invoice: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

- Phase I, II and III Environmental Site Assessments	- Third Party Mechanical, Electrical, Plumbing Inspections Services	- Building Envelope, Roofing, and Waterproofing Consultation
- Wetlands Delineations	- Construction Materials Testing and Special Inspections	- Specialty Materials and Forensics Testing
- Asbestos/Lead Paint Services	- LEED® Consulting Services	- Monitoring Services
- Indoor Air Quality/Mold Services	- Geo-Structural Design	- Pre- and Post-Construction Condition Assessments
- Natural Resources		
- Groundwater Remediation		



ECS Midwest, LLC

TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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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.



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: Frank Whiting Organization: Yoga Lake Geneva
Address: 99 Cedar Point Dr Williams Bay
Phone: 630-842-4413 Email: info@yogalakegeneva.com
Title of Event: Community Yoga Practice in remembrance of Bill Madhaver
Date(s) requested: 7/7/24 8:30-10:30 am Is event open to public? (circle one) YES NO

Summary of Event including the approximate number of attendees:

Bill ~~was~~ recently passed away. He was one of our most regular yogis and everyone knew him. We will lead a free yoga practice in his memory. If allowable, we will take donations to Lakeland animal shelter, his #1 charity. We will leave the park as we found it.

Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: _____ Email: _____

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



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

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

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

DATED this 16th day of August, 2024

Group or organization Yoga Lake Geneva

Our liability insurance provided by: Alliant Insurance / Lloyds of London
(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

Already on file for yoga on WB beach lease.

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:

Edgewater Park Permit - September 7, 2024

Frank Whiting <info@yogalakegeneva.com>

Fri 8/16/2024 10:11 AM

To: Tina Kolls <clerk@vi.williamsbay.wi.gov>

Hi, Tina - following up the application that I completed this morning to use Edgewater Park on 9/7 from 8:30 - 10:30 am for a remembrance community (free) yoga practice for Bill Madlener, I believe Steve Russell had suggested that the Village may be willing to waive the \$ 500 bond for this event. So I am writing to request that the Village consider waiving the bond.

If the Village declined to waive the bond we will post it. Just let me know - we don't have a Yoga Lake Geneva checkbook so I'll have to go to the bank to request the check or request it online (if there is enough time).

Thank you!

Yoga Lake Geneva
Frank Whiting
+1 630 842 4413
www.yogalakegeneva.com



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 nelsonbruce@aol.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: Leticia Green Organization: WBBB

Address: 60 Johnson Ter W.B.

Phone: _____ Email: _____

Title of Event: 3 day cultural Event

Date(s) requested: June 19th-21st Is event open to public? (circle one) ☒ YES ☐ NO

Summary of Event including the approximate number of attendees:

Cultural Event to be named at a later date - similar to our "cinco de mayo" event. Hoping for 2-3 hundred

Contact Information (if different than above)

Name: Leticia Green Organization: WBBB

Address: 60 Johnson Ter W.B.

Phone: 202-279-2660 Email: leticia.green.healthartist@gmail.com



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.

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DATED this _____ day of _____, 20____

Group or organization _____

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: _____

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:

HELP REPLANT OUR TREES

www.williamsbay.org

DONATE TODAY



VILLAGE OF WILLIAMS BAY
TREE ENHANCEMENT COMMITTEE



HELP REPLANT OUR FUTURE

HELP REPLACE THE TREES AFFECTED BY THE TORNADO

Join us in making a difference! We are excited to announce our tree-planting initiative and encourage you to participate in this meaningful endeavor. Together, we can combat the destruction from the 2024 tornado restoring our beautiful Williams Bay landscape.

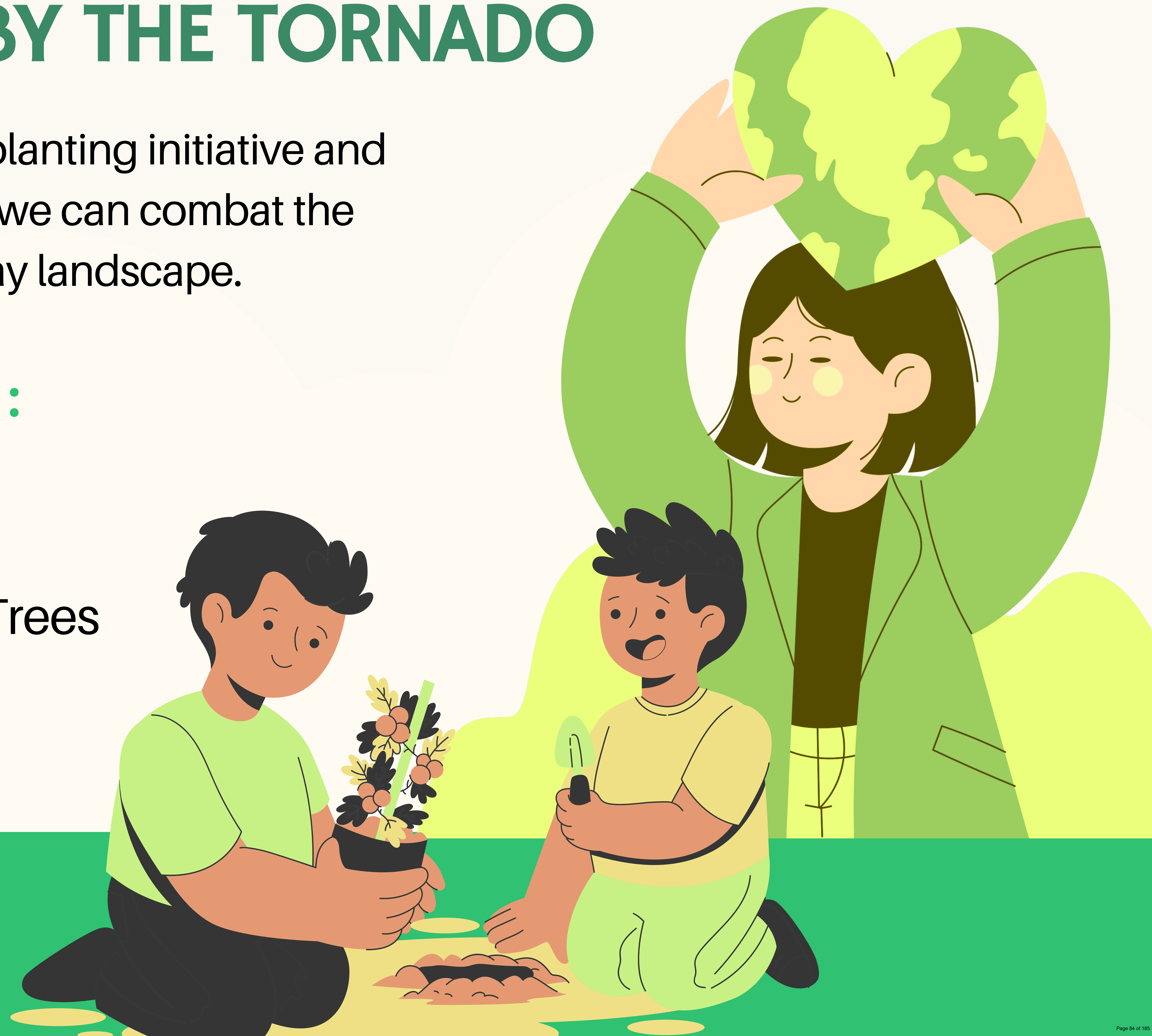
DONATE TODAY



HERE'S WHAT WILL WE DO:

- Restore Our Landscape
- Plant Trees
- Watering Newly Planted Trees

**VILLAGE OF WILLIAMS BAY
TREE ENHANCEMENT COMMITTEE**



August 29, 2024

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

Subject: Williams Bay – Theatre Road Restroom Remodeling

Dear Mr. Lothspeich:

Enclosed is the excerpt of the modified bid form from the only bidder for the Theatre Road Restroom Remodeling Project; the bid read at the opening had a lower base bid and higher alternate prices; the low bidder made us aware of their error after the bid opening and detailed their error as placing pricing from their subcontractor in the wrong location on the bid form; they provided the attached continuation sheet as justification of the pricing used. This modified bid can be used if the error is waived as a bid technicality.

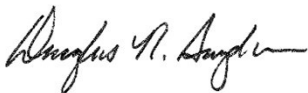
The alternate items on the bid form allow the Village to delete work, if needed, for financial reasons and still have a functional project before Memorial Day of 2025. We recommend the Village waive the bid technicality, reject all the alternate prices, and award a contract for \$216,400.00.

Glen Fern has successfully completed several projects in the Village including the library addition and the Village Hall addition. We find Glen Fern Construction to be the lowest responsible and responsive bidder and believe that Glen Fern Construction is qualified to complete the project.

Please advise us of your decision, including the alternates, and call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, PE

DRS:jmc

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

P:\WLMSV\2401158-Theatre Rd Restroom\00-General Municipal\Bidding\Rec Award.docx

j. By submission of the Bid, BIDDER certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:

- (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) BIDDER is not listed on the State of Wisconsin Department of Transportation List of Disapproved, Suspended and Debarred Contractors.

4. BIDDER will complete the Work for the following lump sum price:

TWO HUNDRED SIXTY-THOUSAND Lump Sum
FOUR HUNDRED DOLLARS (\$216,400)

5. BIDDER submits the following price to be deducted from the lump sum price for the deletion of the items of work as shown on the Drawings and described in the Specifications, and agrees that OWNER reserves the unrestricted privilege to accept or reject any or all alternate prices for the deletion of the items of work, and to use any combination of alternate prices for the deletion of the items of work to determine the lowest Bid.

A. Delete asphalt shingle roof replacement and roof fans.

Deduct the sum of \$ 19,000-

B. Delete septic tank and septic field removal.

Deduct the sum of \$ 17,600 =

C. Delete well pump removal and well abandonment.

Deduct the sum of \$ 7,800 =

6. The Work will be substantially completed on or before May 16, 2025, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before July 31, 2025.

VILLAGE OF WILLIAMS BAY

THEATER ROAD PARK RESTROOM BUILDING
REMODELING



CONTINUATION FORM

8/29/2024

SPECIFICATION SECTION	DESCRIPTION	BASE COST	A. CREDIT SHINGLE AND ROOF FAN	B. DELETE SEPTIC TANK AND SEPTIC FIELD REMOVAL	C. DELETE WELL PUMP REMOVAL AND WELL ABANDONMENT.	LISTED FIRM
01 11 00	GENERAL CONDITIONS	5,253.00				GFC
02 41 13	DEMOLITION	4,600.00	-			GFC
03 10 00	EXCAVATION, LANDSCAPE, CONCRETE	21,137.90		(3,240.00)		GFC
04 10 00	MASONRY	495.00				GFC
05 50 00	METALS	-				GFC
06 10 00	CARPENTRY	4,487.00				GFC
07 31 13.13	SHINGLE ROOFING & SHEETMETAL	14,556.42	(14,556.42)			LUNA
07 90 00	SEALANTS	357.50				GFC
08 50 00	HM DOORS AND FRAMES	-				N/A
08 71 00	HARDWARE	1,060.50				SECTION 8
09 32 00	EPOXY FLOORING	3,995.65				GFC
09 90 00	PAINTING	4,076.60				GFC
10 10 00	TOILET ACCESSORIES	2,605.00				GFC
10 80 00	TOILET PARTITIONS	5,643.00				GFC
22 05 00	PLUMBING	9,100.00				ODLING PLUMB'G
23 05 00	HVAC	1,200.00	(1,200.00)			GFC/WESTENN
26 05 00	ELECTRICAL	10,025.00	(200.00)		(100.00)	ACKLEY ELECTRIC
33 11 46	SITE WATER	84,900.00			(6,600.00)	ODLING CONST
33 31 43	SANITARY SEWER	IN ABOVE		(12,000.00)		ODLING CONST
33 32 26	SUBMERSIBLE SEWAGE GRINDER PUMPING SYSTEM	IN ABOVE		-		ODLING CONST
SUBTOTAL		173,492.57	(15,956.42)	(15,240.00)	(6,700.00)	
CONTRACTOR MANAGEMENT FEE		38,197.43	(2,543.58)	(1,910.00)	(900.00)	
BOND FEE		4,710.00	(500.00)	(450.00)	(200.00)	
TOTAL CONSTRUCTION COST		\$ 216,400.00	\$ (19,000.00)	\$ (17,600.00)	\$ (7,800.00)	

PROPOSAL
ODLING CONSTRUCTION, INC.

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

PROJECT: OWNER: Village of Williams Bay
ADDRESS: 263 Williams St
CITY, ST: Williams Bay, WI 53191
Email: wedwards@williamsbay.org
PHONE: 262-903-1764
PROJECT ADDRESS: Stark St Tennis Courts
Williams Bay, WI 53191

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

TENNIS COURT REMOVAL

INCLUDES: Remove fencing and posts with concrete bases
Remove all asphalt as needed
Remove gravel base down app. 4" - 5"
Haul away fencing, posts, concrete, posts, and gravel
Import and install black dirt as needed
Level grade and prep black dirt
Seed and straw matt disturbed areas

Total \$13,250.00

NOTES: All erosion control included
Final grade to be determined with assistance of village

NO PERMITS INCLUDED

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

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

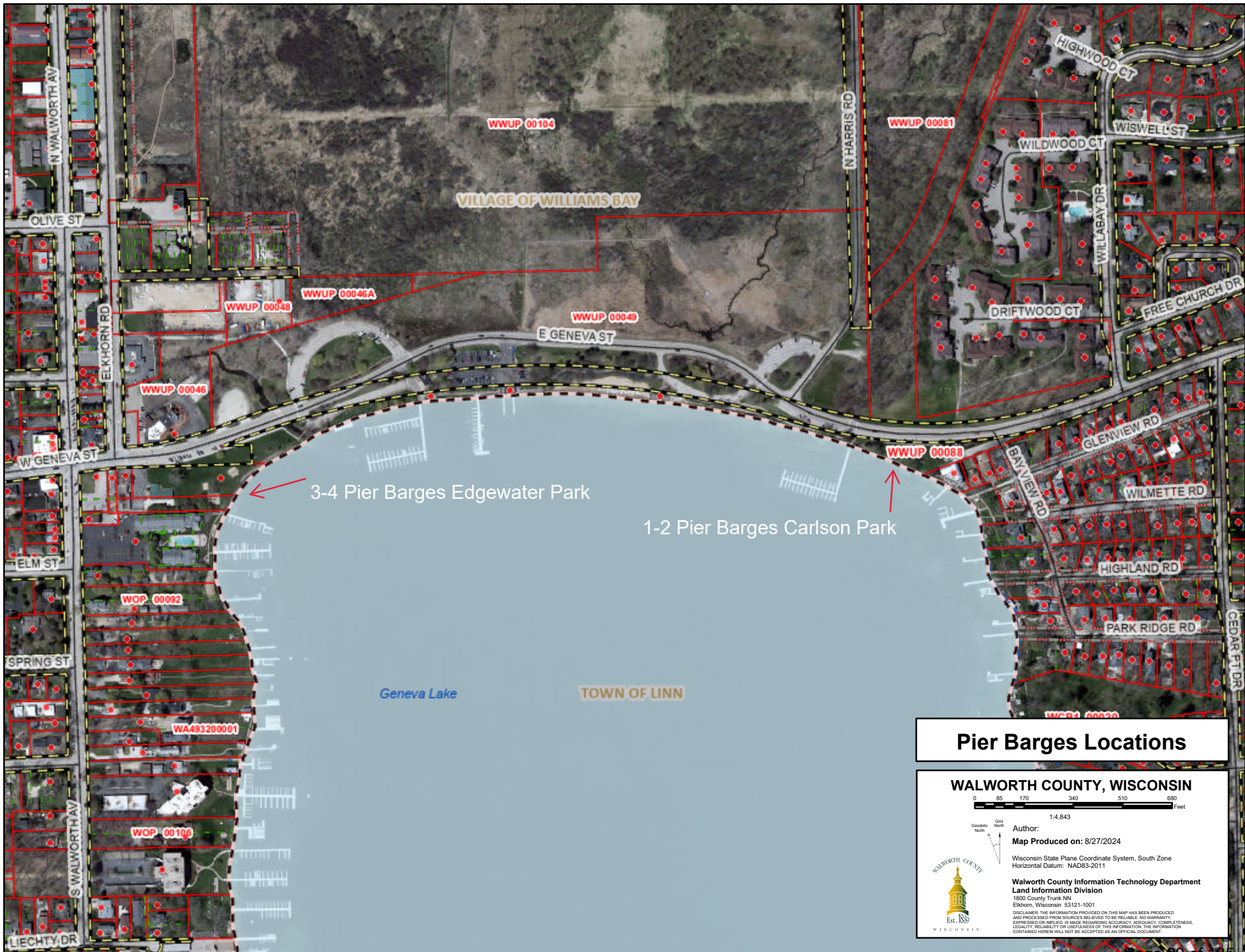
PAYMENT IN FULL WILL BE DUE 30 DAYS FROM DATE ON FIRST INVOICE. 1.5% INTEREST PER MONTH WILL BE CHARGED ON ANY BALANCE AFTER 30 DAYS.

RESPECTFULLY SUBMITTED Dean Odling

ACCEPTANCE OF PROPOSAL

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

DATE _____ SIGNATURE _____



Pier Barges Locations

WALWORTH COUNTY, WISCONSIN

0 85 170 340 510 680 Feet

1:4,843

Author:

Map Produced on: 8/27/2024



Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011

**Walworth County Information Technology Department
Land Information Division**

1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, EQUALITY, RELIABILITY OR USE. LINES OF THIS INFORMATION, THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.





**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: July 11, 2024
 I.D.: 3325-08-02/22/72/73
 Road Name: STH 067
 Title: V WILLIAMS BAY, W GENEVA ST
 Limits: THEATRE RD TO ELKHORN RD
 County: WALWORTH
 Roadway Length: 1.05 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

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

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

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 700,000	\$ 700,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 100,000	\$ 100,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
¹ Construction: Participating	\$ 3,270,000	\$ 3,270,000	100%	\$ -	0%
Paving Items (Inc Parking)	\$ 2,250,000	\$ 2,232,000	99.2%	\$ 18,000	0.8%
Non-Participating	\$ 6,000,000	\$ -	0%	\$ 6,000,000	100%

Total Cost Distribution \$ **12,320,000** \$ **6,302,000** \$ **6,018,000**

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but

only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the Village of Williams Bay (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SERegion Planning Chief
Signature	Date

TERMS AND CONDITIONS:

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

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for parking lanes 100% Municipal. Parking costs are included with paving costs, with parking lanes calculated as a percentage of parking area compared to the total area of pavement. For this project 0.8% of the overall paving costs were determined to be parking related. These parking costs are apportioned to the Village of Williams Bay based on the amount of parking within the Municipality.
 - (f) Funding for non-participating items, including watermain replacement 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

	STATE/MUNICIPAL <u>MAINTENANCE</u> AGREEMENT	Date: July 11, 2024 ID: 3325-08-72 Road Name: STH 67 Limits: THEATRE RD TO ELKHORN RD County: Walworth

The signatory **Village of Williams Bay**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 3325-08-72

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 3325-08-72. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the Village of Williams Bay (Please sign in blue ink)	
Name (print)	Title
Signature Date	
Signed for and in behalf of the State (Please sign in blue ink)	
Name Brian Roper	Title WisDOT SE Region Maintenance Chief
Signature Date	

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the

Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.

2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility including, but not limited to, annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, grit covers, risers, covers and frames; repair top slabs along with bottom and walls of basins. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
 - (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings in accordance with the signing and marking agreement if completed as part of this project.
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.) in accordance with the signing and marking agreement if completed as part of this project.
 - (i) Maintain and accept responsibility for the following as applicable to this agreement:
 1. Curb & gutter: surface repair

2. Grass: mowing, repair tire ruts in turf, weed control, litter removal.
3. Landscaping: removal and replacement of dead plant material, pruning, watering.
4. Other (please identify) Utilities: Water & Sanitary, Rectangular Rapid Flashing Beacons

4. The Municipality, within the specified limits, agrees to:

(a) Prohibit angle parking.

(b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.

1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction project, 3325-08-72, the Municipality will assume all afore mentioned maintenance responsibilities.

PROPOSAL
ODLING CONSTRUCTION, INC.

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

PROJECT: OWNER: Village of Williams Bay
ADDRESS: 263 Williams St
CITY, ST: Williams Bay, WI 53191
Email: wedwards@williamsbay.org
PHONE: 262-903-1764

PROJECT ADDRESS: Stark St Tennis Courts
Williams Bay, WI 53191

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

TENNIS COURT REMOVAL

INCLUDES: Remove fencing and posts with concrete bases
Remove all asphalt as needed
Remove gravel base down app. 4" - 5"
Haul away fencing, posts, concrete, posts, and gravel
Import and install black dirt as needed
Level grade and prep black dirt
Seed and straw matt disturbed areas

Total \$13,250.00

NOTES: All erosion control included
Final grade to be determined with assistance of village

NO PERMITS INCLUDED

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

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

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

RESPECTFULLY SUBMITTED Dean Odling

ACCEPTANCE OF PROPOSAL

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

DATE _____ SIGNATURE _____

CHANGE ORDER NO. 1

DRAFT**PROJECT:** Well 2 Pump Replacement**DATE OF ISSUANCE:**

August 30, 2024

OWNER: Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191**ENGINEER:**Baxter & Woodman, Inc.
256 South Pine Street
Burlington, WI 53105**CONTRACTOR:** Water Well Solutions Group
N87W36051 Mapeton Street
Oconomowoc, WI 53066**ENGINEER's Project No.**

221236.00

You are directed to make the following changes in the Contract Documents: Perform structural modifications to the well including a new base and vent that will allow the operators to perform maintenance on the well without removing the pump. Also modify the pumping equipment and perform additional chemical and mechanical treatment in accordance with the August 7, 2024 proposal letter. See the attached Change Order 1 Summary Sheet and supporting information.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$153,169.00

Previous Change Orders:
No. - to No. 1

\$0.00

Current Contract Price: \$153,169.00

Net Increase of this Change Order: \$52,035.00

Contract Price with this Change Order: \$205,204.00

CHANGE IN CONTRACT TIME:

Original Contract Time:

Substantial Completion: 120 days after 6/7/24

Completion: 30 days after Substantial

Change from previous Change Orders: None

Current Contract Time:

Substantial Completion: No Change

Completion: No Change

Net increase of this Change Order: None

Contract Time with this Change Order:

Substantial Completion: Additional 30 Days

Completion: No Change

PREPARED BY:

Baxter & Woodman, Inc.

APPROVED:

Village of Williams Bay

ACCEPTED:

Water Well Solutions Group

By

Douglas R. Snyder, P.E.
Project Manager

By

William B. Duncan
President

By

Michael Judkins
President

Change Order 1 Summary Sheet

Well 2 Pump Replacement

Item	Approximate Quantity	Unit Price	Amount
Well Structural Modifications and Vent	1 Lump Sum	\$ 15,000	\$15,000
Additional Chemical and Mechanical Treatment	1 Lump Sum	\$ 22,600	\$22,600
Pump Modifications to match WDNR Approval	1 Lump Sum	\$ 14,435	\$14,435
Energenecs Cash Allowance Adjustment	1 Lump Sum	\$ 15,800	\$15,800
Change Order Amount			\$52,035.00



August 7, 2024

Baxter Woodman
256 Pine Street
Burlington, WI 53105
Attn: Doug Snyder

Re: Williams Bay Well #2 Change Order #1

Dear Doug,

Please see the below cost addition for the associated change in equipment and components per your request. Additionally, the increased cost of some components.

Change in Components Costs:

- o 40 HP Submersible Motor
- o 40 HP VFD
- o 25' Additional 4/3 AWG Submersible Cable
- o (1) Additional 6" x 20' Pump Column
- o Increased Electrician Cost & Components
- o Increased Discharge Piping Components Cost

Total Change in Components Cost: \$14,435.00

WELL PUMP MODIFICATIONS TO
MATCH WDNR APPROVAL

Below is our best recommendation and associated cost for remediating the Springtails found within the well upon removal of the equipment and televising.

Treatment/Remedial Costs:

- o Mobilize to Site
- o Set up jetting tool utilizing water from city hydrant
- o Lower tool into casing on 2" pipe and run up and down the well to attempt to jet all springtails off the casing (2 Days)
- o Brush the casing with a wire brush (1 Day)
- o Bail fill from the bottom of the well (1 Day)
- o Demobilize
- o Upon returning to install the new submersible pumping equipment; chemically treat the well utilizing Hy-RIP to surge chemicals in and out of the well.
- o Pump to waste and collect samples in accordance with the contract

Total Treatment/Remedial Cost: \$22,600.00

ADDITIONAL CHEMICAL AND
MECHANICAL TREATMENT

We suggest this treatment recommendation to be the most effective means of remediation to the issue at hand. If you have any questions do not hesitate to contact me with any questions. Due to the unusual circumstances with the Springtail population in the well, Water Well Solutions Wisconsin, LLC cannot accept any responsibility for nor give any assurances regarding water quality post treatment. If necessary, a meeting can be arranged to discuss this with all parties.

Respectfully,

Philip Judkins
Project Manager
Water Well Solutions Wisconsin, LLC

Douglas R. Snyder

From: Philip Judkins <philip.judkins@wwssg.com>
Sent: Monday, August 26, 2024 12:49 PM
To: Douglas R. Snyder
Cc: Mike Judkins; Wayne Edwards; Matt Davis
Subject: RE: Change Request 1 - Modified Pump and Treatment Proposal

*** **CAUTION: Think Security!** This email originated from outside of Baxter & Woodman, Inc. Do not click on links or open attachments unless you recognize the sender and know that the content is safe.

Doug,

I finally heard back from Energenecs on the SCADA Control System Modifications and Cost. They gave me a total cost of \$20,800.00 which is \$15,800.00 over the budgeted cash allowance of \$5,000.00.

As for Alliant Energy, Matt Davis has gotten into contact with them and there will be no cost for their portion of the work.

Please add the Energenecs difference of \$15,800.00 to the change order and feel free to call to discuss.

Lastly, based on my previous email, do you intend to move forward with the upgraded well vent at the associated costs? If so, please let me know and I can submit for DNR Approval as they have been taking on average of a few weeks to complete the approval process.

Sincerely,



Philip Judkins
Project Manager

Email: philip.judkins@wwssg.com
Office: 920-474-4777 Ext. 107 | **Mobile:** 262-354-5554
N87W36051 Mapleton St, Oconomowoc, WI 53066
www.wwssg.com

From: Philip Judkins
Sent: Thursday, August 8, 2024 4:05 PM
To: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Cc: Mike Judkins <michael.judkins@wwssg.com>; Wayne Edwards <wedwards@vi.williamsbay.wi.gov>; Matt Davis <matt@jeffersonconcurrentelectric.com>
Subject: RE: Change Request 1 - Modified Pump and Treatment Proposal

Doug,

We can start procuring components and can wait until after September 3rd to start the mechanical and chemical treatment all of course factoring in a time extension to substantial completion.

We currently do not have any estimate on where the springtails would have originated from as the well vent had a 24-mesh stainless steel screen in it. We will be able to get a better look at the casing integrity once the jetting, brushing, and Hy-rip treatment is completed.

As for your note on chlorinating every few years to control it or as a preventative maintenance procedure, we have been installing a dual purpose Hy-Rip Port / DNR Code Well Vent that allows us to treat the well with the equipment remaining in the hole. Given the current issue and state of the base that currently exists in Well 2, our best recommendation would be to bust out the entire base, raise the casing up, weld in a 4" Hy-Rip / Vent Port, and pour a new base to be at least 12" tall per DNR Code. This will act as a further deterrent and eliminate any current cracks, height, or deficiencies that the current base has that could be contributing to the springtail's population. The only component it would change in the discharge piping would be the swooping 45-degree spool that goes into the floor which we could have custom made from stainless steel. Please see attached pictures for reference from a few different installations. This would typically cost about \$15,000.00 in materials and labor hours. DNR Approval would need to be requested.

SEE ATTACHED

As for the \$5,000.00 cash allowance for Alliant Energy and Energenecs for SCADA control modifications, we have not yet reached out to them as we were waiting for final approval based on the change in components and upsizing of the equipment. Now that we have everything buckled down, we will begin the electrical demolition and reaching out to coordinate with Alliant and Energenecs. In talking to my Electrician this morning regarding the approval for the larger equipment, he is looking into cost differences for fusing for the VFD. Hopefully, no change but just wanted to make you aware of potential added cost for things like fusing.

Lastly, please see the attached pump test data from pre-removal of the equipment.

If you would like to conference call to discuss the base modifications and well vent that can be arranged.

Sincerely,



Philip Judkins
Project Manager

Email: philip.judkins@wwsbg.com
Office: 920-474-4777 Ext. 107 | Mobile: 262-354-5554
N87W36051 Mapleton St, Oconomowoc, WI 53066
www.wwsbg.com

From: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Sent: Thursday, August 8, 2024 8:33 AM
To: Philip Judkins <philip.judkins@wwsbg.com>
Cc: Mike Judkins <michael.judkins@wwsbg.com>; Wayne Edwards <wedwards@vi.williamsbay.wi.gov>
Subject: Change Request 1 - Modified Pump and Treatment Proposal

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Philip,

Thanks for the attached—it is better news than I expected.



PROPOSED WELL
STRUCTURE MODIFICATION
AND VENT.

VILLAGE OF WILLIAMS BAY
Engineer's Report
Well 3 Maintenance
August 30, 2024

- See the attached proposal from Water Well Solutions, Inc. (WWS) to pull and inspect the existing pump. They broke the proposal into phases but did not include a cost for the Phase 2 rehabilitation services. The proposal does contain budget pricing for a complete pump replacement, if needed.
- This well produces at least 80 percent of the supply for the Village; the WDNR recommends inspection on a 10-year interval. The pump was installed in 1999 and last repaired in 2007; the pump was rebuilt, and the motor replaced.
- We recommend approval of the Phase 1 Services for a not-to-exceed price of \$50,000 contingent on use of the Village contract and contract documents and contingent on the work being started after the other two wells are operational. This will allow some money to repair the existing pump, if needed. We also recommend approval of an additional \$20,000 for Phase 2 rehabilitation services, if needed, to limit the time this facility is out of service. We also ask for \$10,000 for the engineering and permitting assistance.

P:\WLMSV\2401436-Well 3 Maintenance\Engineer's Report.docx



August 1, 2024

Baxter Woodman
256 Pine Street
Burlington, WI 53105

Attn: Doug Snyder

Re: Williams Bay Well #3 Well & Pump Rehabilitation Budget Figures

Dear Doug,

Please accept these budgetary figures for the complete removal, disassembly and inspection of the 125 HP Vertical Turbine Lineshaft pump at the above-mentioned facility. We would recommend approaching this project in two phases to achieve the most cost-effective results. Phase 1 will comprise of the pump removal and inspection, and well televising. Then we can develop appropriate costs for Phase 2, which will be comprised of the well rehabilitation, pump repair and reinstallation, and well sterilization and sampling.

Estimated Costs:

- Phase 1: Pump Removal and Inspection, TV
 - Supt, Asst. and Service Truck w/ Tools, Est. 20-30 hrs. @ \$340/hr. \$6,800-10,200
 - Shop Labor, Est. 10 hrs. @ \$135/hr. \$1,350
 - Pump Service Rig, Est. 2-3 days @ \$1,200/day \$2,400-3,600
 - Well Televising, Lump Sum \$1,200

Phase 1 Estimated Cost: \$11,750.00 – \$16,350.00

Estimated Components Pricing:

- 420' of 10" .365W Column Pipe
- New Goulds 11CHC 7 Stage Pump (900 GPM @ 420' TDH)

Estimated Total Cost: \$49,152.00 – \$67,414.00

Should questions or comments arise, please feel free to contact your office at your convenience. We look forward to assisting with the successful completion of this project.

Respectfully,

Philip Judkins
Project Manager
Water Well Solutions Wisconsin, LLC

PROJECT: Lift Station No. 3 Replacement**DATE OF ISSUANCE:** August 30, 2024**OWNER:** Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191**ENGINEER:** Baxter & Woodman, Inc.
256 South Pine Street
Burlington, WI 53105**CONTRACTOR:** Staab Construction Corporation
1800 Laemle Ave
Marshfield, WI 54449**ENGINEER's Project No.** 211304.00

You are directed to make the following changes in the Contract Documents:

Replace the specified brick exterior with LP Siding to match the architecture on the nearby Beach House. See the revised architectural elevations and the May 3, 2024 quote from the Contractor. The plan set will be reissued based on this modification. Decrease in contract price of \$29,784.00

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1, 827,000.00

Previous Change Orders:
No. - to No. 1 \$0.00

Current Contract Price: \$1, 827,000.00

Net Decrease of this Change Order: \$29,784.00

Contract Price with this Change Order: \$1, 797,216.00

CHANGE IN CONTRACT TIME:Original Contract Time:
Substantial Completion: May 16, 2025
Completion: July 31, 2025

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: May 16, 2025
Completion: July 31, 2025

Net increase of this Change Order: None

PREPARED BY:

Baxter & Woodman, Inc.

APPROVED:

Village of Williams Bay, Wisconsin

ACCEPTED:

Staab Construction Corporation

By

Douglas R. Snyder, P.E.
Project Manager

By

William B. Duncan
Village President

By

Ben Lee P. E.
Vice-President



staab
construction
corporation

1800 LAEMLE AVE
MARSHFIELD, WI 54449

Phone: 715-387-8429
Fax: 715-384-4846

Change Order Request

DOUG SNYDER
BAXTER & WOODMAN
256 South Pine St
Burlington, WI 53105

Project: 4656- WILLIAMS BAY LS

Date:

Change Order Request # :	001 - PCO	Description: Change Request- Building Mods
---------------------------------	------------------	---

Description of Change:

		Manhours	Charge Rate	Total
Labor:	Executive Management	0	\$345	\$0
	Project Manager	4	\$195	\$780
	Job Supervisor	2	\$165	\$330
	Field Crew	0	\$157	\$0
	Labor Totals	6		\$1,110
	Cost	Margin %	Margin \$	Total
Material:	\$2,609	15.00%	\$391	\$3,000
Equipment Rent:	\$0	0.00%	\$0	\$0
Subcontract:	\$(32,280)	5.00%	\$(1,614)	\$(33,894)
SUB-TOTAL COSTS:				\$(29,784)
Bonds & Insurance (no margin):				\$0
TOTAL FOR CHANGE ORDER # 001 - PCO				\$(29,784)

Clarifications / Exceptions:

- Remove Face Brick
- Remove masonry parapet walls
- Redesign roof truss system
- Change entry door to 4-Panel
- Add Corefill insulation & remove board insulation at wall cavity
- Add wood furring & sheeting for cement board siding installion
- Add cement board siding and trim in lieu of face brick
- Add cement board soffit & fascia in lieu of metal soffit & fascia

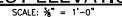
Staab Construction Corp.

The contract completion date to be increased TBD calendar days.

Price subject to change after 30 days.

Project Manager:

AARON KOERNER aaron.koerner@staabco.com
p. 715-387-8429 f. 715-384-4846





The Village of Williams Bay, WI

Village Board Member Handbook

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Chapter 1: Village of Williams Bay, WI

Introduction

Welcome to your exciting new position as an elected official of the Village of Williams Bay (Williams Bay) Village Board. Leadership positions in municipal government can be both rewarding and challenging and this handbook was created to assist in your transition to this position. The handbook provides an overview of Williams Bay and its government, as well as your primary responsibilities, and how elected and appointed officials as well as Village staff can work together in the most efficient and effective way to best serve the Williams Bay community. While the handbook is designed to answer many of the commonly asked questions of new Board members, it cannot begin to address all the topics and knowledge required for you to successfully fulfill your position. It is important that you develop relationships with both the elected and appointed officials of Williams Bay and feel free to ask any questions you may have.

Williams Bay's Form of Government

The Village of Williams Bay is a Municipal Corporation with authority vested in the Village Board and the Village President, who is the Chief Executive Officer (CEO) of the Village. The Village adopted the Village President- Board form of Government as provided for in Chapter 61 of Wisconsin State Statutes. Under the Village President-Board form, Williams Bay subsequently adopted an ordinance creating an administrator position that define the authority of that position and references a position description (**Attachment Appendix C**).

Williams Bay, like many other Wisconsin cities under the Home-Rule charter of Wisconsin, has the power to govern itself regarding local matters except where the State has specifically prohibited that power. Individual members of the governing body have no authority to make decisions on behalf of the Village unless they have been given specific authority from the governing body as a whole.

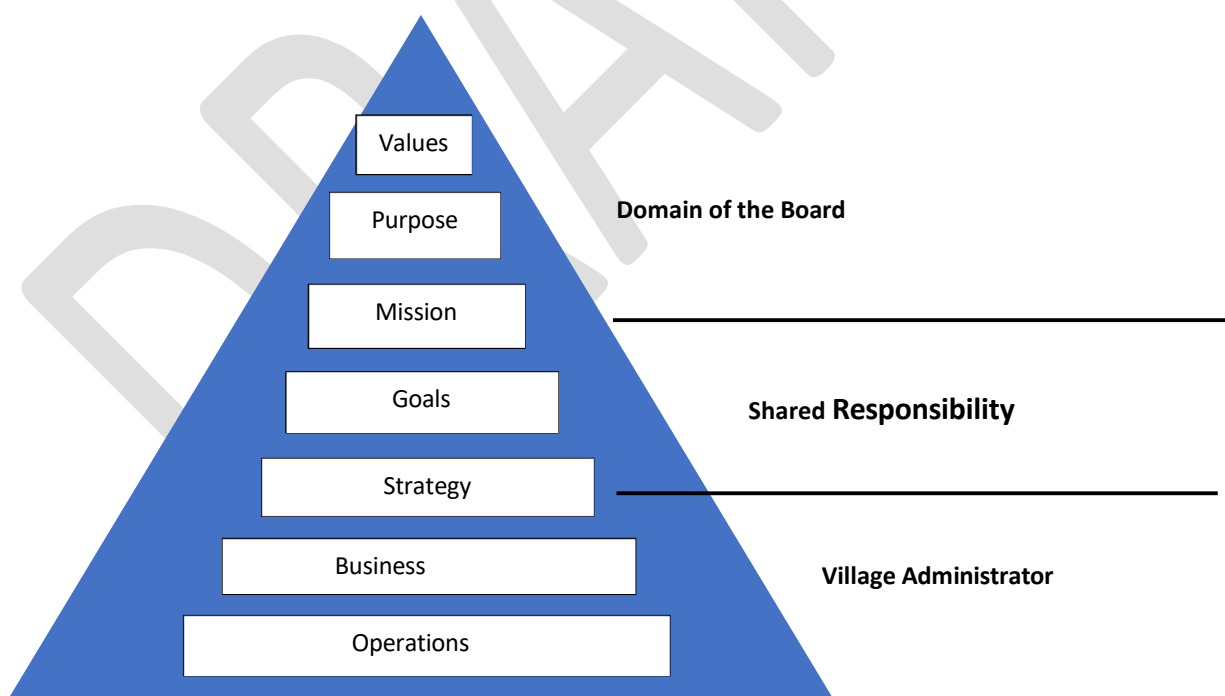
The Village President has the authority to perform many executive responsibilities. The Village President serves as the policy leader, holds veto power, they also frequently represent the Village with media relations, meetings and presentations to other governmental units. Unless otherwise expressly provided in the Village code or by law, standing committees shall be appointed, and the chairperson thereof designated, by the Village President annually at the time of the organization of the Board, and such appointments and chair designations shall not require confirmation by the Board. Unless otherwise expressly provided in the Village code or by law, special committees shall be appointed, and the chairperson thereof designated, by the Village President annually at the time of the organization of the Board, and such appointments and chair designations shall require confirmation by the Board (**Chapter 110 – 3, Village Board Committees**). State Law Reference: W.S.A. s. 61.20 and 61.325. § 62-3. Village President.

The Village Board has all the powers of the Village that have not been specifically given to another body or officer. The Board provides policy direction in the management and control of Village property, finances, streets, utilities, and public service. The Board may carry its powers into effect by license, regulation, suppression, borrowing, taxation, special assessment, appropriation, imposition of forfeiture and other necessary or convenient means.

The Village Administrator is appointed by the Village President and confirmed by the Village Board for a term of three years. The Village Administrator serves as the Administrative Officer of the Village, responsible for the proper administration of the business and affairs of the Village. In order to provide a more efficient and effective government a professional Administrator is responsible for the direction and coordination of all Village employees and operations. The Administrator reports directly to the Village President and Board with general areas of responsibility including: Financial, Administration, Legislative, Human Relations. **(Chapter 80 – 3, Village Administrator).**

Roles Overview

The following graphic visually represents the roles of the Village Board and Village Administrator.



Village Board

- Representing the interests of all residents
- Ensuring long-term success of the Village
- Revising and approving the purpose, mission and vision statements
- Identifying, providing input on, and prioritizing issues
- Allocating resources and approving the budget
- Asking for data to support positions
- Approving the strategic plan
- Evaluating the Village Administrator

Administrative Management

- Educating the Board on the need for planning, how the Board can participate, and emerging issues
- Presenting its assessment of the relative significance of emerging issues
- Developing the strategic and action plans
- Preparing studies that justify its recommendations
- Implementing approved initiatives
- Reporting on progress of goal attainment
- Supervision of employees
- Oversees daily operation

Village of Williams Bay – At A Glance.

The Village of Williams Bay was incorporated in 1919 located in southeastern Wisconsin (Walworth County) known for its abundant natural resources and picturesque location situated on the beautiful northwest shores of Geneva Lake. The Village is approximately 2.8 square miles in area with a population of 2,935, which roughly doubles during the summer months, is bordered by the Towns of Geneva, Linn, Delevan and Walworth border Williams Bay. Williams Bay School District grades PK, K-12 has 693 students. The Village of Williams Bay is a full-service community providing police, fire, public works, water and sewer, library, parks and recreation services. In addition to the services provided by the Village, other services, such as garbage, are contracted out to private companies.

Vision Statement - 2023 Comprehensive Plan. Williams Bay will be a small, friendly community of year-round and seasonal residents, businesses, and institutions developed in harmony with Geneva Lake, natural resources, and surrounding rural areas. The community culture will be that of a retreat from the more intense lifestyles of resort areas, enhancing leisure, opportunity for spiritual renewal, outdoor recreation, and contact with nature. Businesses, employment centers, and community services will be those which respond to the specific needs of residents and visitors and sustain the vitality of the community as a whole. A source of community pride will be the lakefront, enhanced natural areas, and the attractive design and maintenance of all man-made improvements respectful of their environment.

Boards, Commissions, & Committees

- Village Board shall be as follows: [\(Chapter 110 Village Board\)](#):
 - Six (6) Trustees and the Village President
- Standing Committees of the Village Board consisting of three (3) Board Members appointed by the Village President and approved by the Village Board as follows [\(Chapter 110-3. Village Board Committees\)](#):
 - Finance and Personnel Committee
 - Streets & Highways Committee
 - Protective Services Committee
 - Parks & Lakefront Committee
 - Building, Zoning & Ordinance Committee
 - Water & Sewer Committee
- Special boards, committees and commissions of the Village shall be as follows [\(Chapter 12. Boards, Commissions and Committees\)](#):
 - Board of Review. Seven-member Board composed of Village Board.
 - Library Board.
 - Plan Commission. Seven-member, composed of Village President, Trustee, Parks and Memorial Advisory Committee and four (4) citizens.
 - Civil Defense Commission. Seven-member, composed of Police Chief and six (6) citizens.
 - Election Board. Village Clerk and those elected officials appointed.
 - Harbor Commission. Five-members appointed.
 - Park and Memorial Advisory Committee. Five-members with Chair serving on Plan Commission.
 - Kishwaukee Nature Conservancy Board. Seven-members consisting of the Conservation District Commission members.
 - Geneva Lake Area Transportation Commission. Three members.
 - Board of Canvassers: Three-member Municipal Board.
 - Board of Park & Recreation Commissioners: Seven-member Board.
 - Plan Commission: Seven-member Commission.
 - Tax Incremental Finance District Joint Review Board: Five-member.
 - Zoning Board of Appeals: Five-member Board.

Public Meetings Calendar at A Glance

- Board of Canvassers: Meets after every election.
- Board of Police and Fire Commissioners: Meets as needed.
- Board of Review: Meets in July or as needed.
- Committees (Standing) - Meet 1st Monday of the month as needed at 6:30 PM.
 - Finance and Personnel Committee
 - Streets & Highways Committee
 - Protective Services Committee
 - Parks & Lakefront Committee
 - Building, Zoning & Ordinance Committee
 - Water & Sewer Committee
- Village Board: Meets 1st and 3rd Monday of the month at 6:30 PM.
- Plan Commission: Meets 2nd Tuesday of the month, as needed, at 6:30 PM
- Zoning Board of Appeals: Meets 2nd Tuesday of the month, as needed, at 6:30 PM

Village Departments

Administration

Building Inspection & Zoning

Clerk

Treasurer

Water & Sewer

Fire

Recreation

Police

Public Works

Harbor Master

Chapter 2: Policies & Practices

Much of the responsibility of serving as an elected official lies in learning what is expected of you. This chapter defines the primary duties associated with elected positions and provides a detailed guide to some of the most basic operations you will encounter.

Roles of Village President. Chapter 110 Village Board

The Village President shall perform the following duties as part of the office:

- The Village President shall be by virtue of the office a trustee and preside at all meetings of the board and have a vote as trustee, sign all ordinances, rules, bylaws, regulations, commissions, licenses and permits adopted or authorized by the board and all orders drawn on the treasury except as provided by s. 66.0607. The president shall maintain peace and good order, see that the ordinances are faithfully obeyed, and in case of disturbance, riot or other apparent necessity appoint as many special marshals as the president shall deem necessary, who for the time being shall possess all the powers and rights of constables.
- In municipalities with administrators, the Village President exercises the executive responsibility indirectly by monitoring the activities of the administrator and the various departments of Village government. The administrator is responsible for day-to-day operations of government, including the supervision of department heads.
- Other specific duties of the Village President include:
 - The Village President shall serve as the policy leader for the community, providing policy information and recommendations to the Village Board and preside over Village Board meetings.
 - The Village President, as Trustee, may vote on all voting matters before the Village Board but does not have veto power.
 - Village Presidents, as Trustee, are counted in determining whether a quorum is present at the meeting.
 - The Village President may represent the Village in meetings with and presentations to other governmental units, businesses, community groups, and other groups.
 - The Village President shall work with residents of the community in receiving their comments and complaints and seeking appropriate responses in conjunction with the administrator and, if necessary, the Village Board.
 - The Village President shall not serve on standing committees and may serve on special committees of the Village as well as on boards and commissions to which they are appointed or elected in accord with the law.
 - The Village President shall perform any other duties not specified here that are defined in other ordinances of the Village.

Roles of Village Board Members

Powers and Duties - The Trustees and Village President shall constitute the Village Board and shall have such powers and duties as are enumerated in [Ch. 61, Wis. Stats.](#), and elsewhere in the statutes.

Powers of the Village Board - The Village Board shall have all powers of the Village not specifically given to some other body or officer. Except as otherwise provided by law, the Village Board shall have the management and control of the Village property, finances, highways, streets, utilities and the public service, and may act for the government and good order of the Village, for its commercial benefit and for the health, safety, welfare and convenience of the public, and may carry its powers into effect by license, regulation, suppression, borrowing, taxation, special assessment, appropriation, imposition of forfeiture and other necessary or convenient means. The Village Board may appoint such officers from time to time as may be deemed necessary for the benefit of the community. The powers hereby conferred shall be in addition to all other grants and shall be limited only by express language. Additional Powers of the Village Board including: cooperation with other municipalities; acquisition and disposal of property, including acquisition of easements and property rights and Village finances.

Board Trustees

- There shall be one (1) Village President and six (6) Trustees elected to the Village Board.
- Election of Trustees:
 - Elected at large. Trustees shall be elected at large for a two-year term in the annual spring election. The Village President and three (3) Trustees shall be elected in each of the odd- numbered years and three (3) Trustees in each of the even-numbered years.

Village Board Goals & Priorities

A comprehensive plan is a local government's guide to community physical, social, and economic development. Comprehensive Plans are not meant to serve as land use regulations in themselves instead they provide a rational basis for local land use decision **with** a 20-year vision for future planning and community decision.

The Wisconsin Comprehensive Planning Law does not mandate how a local community should grow, but it requires public participation at the local level in deciding a vision for the community's future. The uniqueness of individual comprehensive plans reflects community-specific and locally driven planning processes. According to [s.66.1001\(2\)\(i\)](#), comprehensive plans must be updated no less than once every 10 years. However, the law does not define "update".

While a local government may choose to include additional elements, a comprehensive plan must include at least all of the seven elements below as defined by the Comprehensive Planning Law ([s.66.1001](#)).

- Issues and Opportunities
- Housing
- Transportation
- Utilities and Community Facilities
- Agricultural, Natural and Cultural Resources
- Economic Development
- Intergovernmental Cooperation
- Land Use
- Implementation

The 2023 Williams Bay Comprehensive Plan was collaboratively developed by community members in order to create a vibrant, thriving, and resilient Williams Bay for the 20 years to come. This extensive public input included Visioning Boards, a Visioning Kickoff Meeting, Topic Meetings. A copy of the most recent comprehensive plan is available on the Village's website: <https://www.williamsbay.org/>

Meeting Agendas & Meeting Minutes

Village Board meeting agendas and the supporting materials are an important element in preparing for a Board meeting. Items may be placed on a Village Board agenda by the Village President as Chair of the Village Board. Request(s) to add items to an agenda are to be submitted to the Village President. Village staff will compile the agenda, gathering all pertinent information that should be considered by the Village Board. It is important that Village Board members notify the Village Administrator of any particular topics that they would like included on an agenda. Discussions and decisions may only be made at public meetings of items specifically listed on the agenda.

Staff is responsible for originating the agenda and providing supporting documents. The Village Board Agenda and Packet are compiled electronically and posted to the Village's website no later than the Friday prior to a Village Board meeting <https://www.williamsbay.org/home/pages/meetings-minutes>. At that time, the agenda is also posted at Village Hall and the Village of Williams Bay website. It is required by Wisconsin State Law that any item on an agenda be posted at least twenty-four (24) hours prior to a public meeting. The agendas and materials will also be provided on your Village-issued iPad through a program called CivicPlus. The Village Clerk will also send copies of the agenda and back up materials to members through their official Village email address.

An important part of your role as a member of the Village Board is to review agenda materials prior to the meeting so that you are adequately informed of the topics to be discussed and can ask questions prior to the meeting and make decisions in an educated manner. In order to provide Village Board members, the opportunity to review and be informed of the topics in a timely manner the agenda and materials are provided the Wednesday prior to the upcoming

meeting. This advance review time is also intended to provide Village Board members the opportunity to ask questions about agenda items before the agenda is published the Friday prior to the meeting. In order to provide time to review and provide a response, Village Board members are encouraged to review the agenda/agenda materials and provide questions or comments to the Village Administrator before Noon, the Monday prior to the meeting.

Following each Board meeting, the Village Clerk will compose the minutes from that meeting. The minutes are a way of recording attendees' present and document important decisions that took place at the meeting. At the beginning of each Board meeting, you will be asked to approve the minutes from the previous meeting. Meeting minutes will be posted to the Village website and made public after they are approved by the Village Board.

Village Board Meetings

Provisions for the proceedings of Village Board meeting can be found in [110-5 Village Board bylaws](#) of Village Code, which is included as **Appendix A**.

Quorums & Open Public Meetings

It is important that a quorum, or minimum number of four Board members, is present at any Board meeting so that votes can take place. Additionally, for some issues such as annexations or budget matters, a larger number of Board members may need to be present in order to vote on the items. The Board is encouraged to notify the Village Administrator by the Friday prior to the upcoming meeting, the sooner the better, if they have unable to attend in order to confirm a quorum for the upcoming meeting. Any decision made by Board for certain agenda items with fewer than four is not so, or the alternate required number of members present, is not considered valid. All meetings of the Board must be open and public, no matter where or when they are held, and all of their proceedings must be recorded by the Staff (**Appendix E**). Therefore, talking with Board members about Village business outside of a Board meeting is discouraged in order to avoid a **walking quorum**.

What is a Walking Quorum?

Answer: First, it is helpful to define "quorum." A quorum is the minimum number of a governmental body's membership necessary to act. One governmental body may define what constitutes a quorum differently than another governmental body. For example, a quorum for a seven-member town Board may be a simple majority of four members while a quorum for a neighboring town's seven-member Board may be a super majority of five members.

A "walking quorum" is a series of gatherings among separate groups of members of a governmental body, each less than quorum size, who agree, tacitly or explicitly, to act uniformly in sufficient number to reach a quorum. A walking quorum may produce a predetermined outcome and thus render a publicly-held meeting a mere formality. The Wisconsin Supreme Court has commented that any attempt to avoid the appearance of a meeting through the use of a walking quorum is subject to prosecution under the open meetings law. Furthermore, the requirements of the open meetings law cannot be circumvented by using an agent or surrogate to poll the members of governmental bodies through a series of individual contacts. The series of gatherings need not be face-to-face. For

example, phone calls, email exchanges, and other electronic messaging may suffice.

The essential feature of a “walking quorum” is the element of agreement among members of a body to act uniformly in sufficient numbers to reach a quorum. Where there is no such tacit or express agreement, exchanges among separate groups of members may take place without violating the open meetings law. Thus, the signing, by members of a body, of a document asking that a subject be placed on the agenda of an upcoming meeting likely does not constitute a “walking quorum” where the signers have not engaged in substantive discussion or agreed on a uniform course of action regarding the proposed subject. In contrast, where a majority of members of a body sign a document that expressly commits them to a future course of action, a court could find a walking quorum violation.

Walking quorum issues are complex and fact specific. If a member of a governmental body or a citizen has questions or concerns regarding a possible walking quorum, they should consult with their legal counsel.

Type of Board Meetings

In addition to the regularly scheduled Board meetings on the first and third Mondays of each month, Special Village Board meetings may be called by the President or any two trustees in writing filed with the Clerk. If at least 24 hours remain before such meeting, the Clerk shall notify each member of the Board of the time, place and purpose of such special meeting by mailing a written notice thereof to each member of the Board and by telephoning him, if possible. If less than 24 hours but at least six hours remain before such meeting, the Clerk shall give notice to each trustee by personal service and by telephone, if possible. No special meeting shall be called upon less than six hours' notice except with the unanimous consent of all members of the Board expressed orally or in writing ([Chapter 110-5 Village Bylaws](#)).

Village Board Meeting Dates and Times.

Regular meetings. The regular meetings of the Village Board shall be held in the Village Hall on the first and third Mondays of each month at 6:30 p.m., unless noticed otherwise. The Board may adjourn any regular meeting to any future date at which new business may be introduced as well as unfinished business completed.

[Amended 7-5-2022 by Ord. No. 2022-11]

Order of Business

Order of business. The business of the Board shall be transacted in the following order:

[Amended 6-6-2016 by Ord. No. 2016-6]. Chapter 110-5. Village Board bylaws.

- (1) Roll call.
- (2) Reading the minutes of the preceding meeting, making any corrections and approving.
- (3) Consent agenda.
- (4) Presentation of accounts and petitions.
- (5) Plan Commission.
- (6) Public comments. *The public may speak on any item that is not included on this agenda as a "Public Hearing or Forum." Anyone who wishes to comment should identify himself or herself and provide his or her local address. Board members may discuss any matter raised by the public. However, the Board will refrain from extensive dialogue and should not take action on matters raised by the public during a public comment period. Referrals to committees or staff members might be made. Members may ask the commenter to clarify his or her remarks. The Board President or the presiding officer will maintain control of the meeting.*
- (7) President's remarks.
- (8) Ordinances and resolutions.
- (9) Committee reports.
- (10) Public comments.
- (11) Adjournment.

Presiding officer. The President or presiding officer shall preside at all meetings and preserve order, deciding all questions of order, subject to an appeal to the Board.

Calling meetings to order. The President shall take the chair at the hour appointed and immediately call the meeting to order. In the absence of the President, the Clerk or, in the Clerk's absence, any member of the Board may call the meeting to order, and thereupon the Board shall appoint one of its members President Pro Tempore. In the absence of the Clerk, the Board may appoint one of the members present to serve as Clerk during the session. The Chair shall confirm public notice compliance with the Clerk or other Village staff representative.

[Amended 1-15-2018 by Ord. No. 2018-1]

Passage of ordinances.

- (1) Every proposed ordinance shall have two separate readings previous to its passage but shall not be read at any other time than regular sessions except by unanimous consent. The second reading may be waived by vote of the Board.
- (2) The second reading of an ordinance shall be by section at which time amendments may be offered. If no amendments are made, the question shall be, "Shall the ordinance pass?" If amendments are offered and made, the chair shall so report and the ordinance shall be so read as amended before the question of its passage is taken.

Rules of procedure. The rules of parliamentary practice embraced in Robert's Rules of Order, Newly Revised, shall govern the Board where applicable and where not inconsistent with the standing rules, bylaws and order of the Board.

Approval Methods

There are several ways in which the Board can make decisions during a public meeting. The subject of discussion determines which method should be used.

Voting Procedures

1. Form of questions for voting. Where a roll call vote is taken the question shall be stated by the presiding officers as follows: "As many as are in favor answer 'yes', those opposed will answer 'no' and the clerk will call the roll."; and in doubtful cases, the presiding officer may direct or any member may call for a division.
2. Order of voting for recorded votes. Commencing with the first meeting of the Board after the regular election and qualification of new members, the Village clerk shall determine the order of roll call voting based on the seniority of unbroken service of the Trustees. The board member with the longest seniority of unbroken service on the Board as an board member shall be the first board member called to cast their vote on a question for which a roll call vote has been called. If two or more Trustees share the same seniority of unbroken service, then the board member with the total service on the Board shall be deemed to have the higher priority and if there is still a tie, then it shall be determined alphabetically based on the board member whose last name starts closest to the letter "A." The Trustees shall vote in descending order of seniority. Thereafter, for each subsequent roll call vote, the board member who voted second in the previous roll call vote shall be the first to cast their vote and the board member who voted first in the previous roll call vote shall cast their vote last.
3. Recording votes. The ayes and naves shall be taken and recorded upon any question before the Board upon the call of any two members.
4. Votes. Every person present when a question is put shall vote, unless the presiding officer shall excuse them for good cause.
5. Tie votes. **The presiding officer shall, in all cases, be entitled to vote.** It shall be in order for any member who voted in the majority on any question or for any member who voted in the negative when the Board was equally divided, to move a reconsideration vote on the same or next succeeding regular meeting of the Board. A motion to reconsider, having been put and lost, shall not again be in order.

Motions

When a motion is made and seconded, it shall be in possession of the Village Board and shall be stated by the presiding officer, or being in writing shall be delivered to the Village Clerk to be read previous to debate. After a motion is stated by the presiding officer, it shall not be withdrawn except by consent of the Village Board. When a member is about to speak to a question or make a motion, he or she shall address the presiding officer, and the presiding officer shall pronounce the name of the member entitled to the floor, and the member shall confine themselves to the question under consideration. **No member shall speak more than twice on any question nor more than 10 minutes at any one time without leave of three-fourths of the members present.** A motion to adjourn shall always be in order, unless the Village Board is engaged in voting, and shall be decided without debate.

Formal Motions are used to approve policy, establish procedures, or provide direction to staff members relating only to topics listed on the agenda. Village Board members may make a motion by stating, “I move that...” Most formal motions need to be “seconded.” This is done when a board member other than the one who made the motion states, “I second that motion,” or “second.” A motion can be amended or withdrawn during discussion by the board member that originally made the motion. Before moving on to a new topic, the current topic must be closed in one of three ways: 1) The original author of the motion may withdraw their motion at any time during the discussion. 2) The motion may be “tabled.” Tabling a motion is a procedural act (see below) that requires a Village Board vote. A tabled item can be brought back into debate with a motion to remove it from the table. 3) The Village Board can take a vote on the motion. See the discussion below on voting procedures.

Procedural Motions are made to determine the proceedings of a meeting. They, like formal motions, require a “second” and can order the adjournment of a meeting, the tabling a motion for later discussion, a temporary recess, or a number of other procedural events. The officially recognized guide to meeting procedures is the book *Robert’s Rules of Order*, which further explains procedural motions and other rules of public meetings.

Village Board Voting is required to finalize the opinions of the Village Board. Generally, a roll call vote on a formal or procedural motion can take place under one of two conditions. First, the Village President may call for a vote regarding a motion when it is clear that debate over the matter has stopped. Second, during debate, a Village Board member may call for a vote on an open item by making a motion to vote on the measure on the floor. If this motion is seconded, then the Village Board takes a vote *on whether to vote on the original motion*. If a majority votes “yes,” THEN the main motion (with any accepted amendments) can be voted upon. The process of making motions and voting can be a bit confusing at first, but over time, you will become more familiar with the process. If you are ever confused as to the action being requested in a motion or vote, take the time to ask the Village President to explain what is taking place.

Lawmaking

Final decisions of the Village Board are conveyed to the public through the adoption of ordinances and resolutions.

Closed Sessions

Closed sessions of the Board may only be held for a select number of reasons as set forth in [Section 19.85 of the Wisconsin State Statutes](#). While the public is prohibited from attending these sessions, unless specifically invited to attend by the Village Board, notice must still be made of their existence. Closed meetings are only allowed to discuss personnel matters, litigation, or for some strategic reasons (such as when the discussion of purchase of a piece of real estate could be reasonably expected to increase the price the governmental body would have to pay for that property). Either part or all of a Village Board meeting may be closed to the public (**Appendix F**).

Abstaining from a Vote

Every Village Board member should vote on all matters and abstain from voting whenever there is a conflict of interest.

Tie Votes

In the event of a tie vote the motion does not pass.

Consent Agenda

A consent agenda is a practice by which the mundane and non-controversial board action items are organized apart from the rest of the agenda and approved as a group. Individual Board members may pull any item from the consent agenda if they wish it to be separately considered by asking the presiding officer to take them up separately.

The Public's Role in the Meeting

It is important that the public play an active role in the legislative process. During Board meetings, they have several opportunities to do so.

Public Hearing

Hearings are held on matters required by law or ordinance, such as adoption of the annual budget and amending the zoning ordinance. They may be held as standalone meetings, or as part of a regularly-scheduled Village Board meeting. Public hearings are opportunities to inform the general public and for any individual to speak on the topic while the hearing is open. Once the public hearing is closed, the public will no longer be able to comment on the topic during the meeting unless approved to do so by the Village President or Chairperson.

Public Comments

This is the public's opportunity to address the Village Board on any item not listed on the agenda. The Village Board cannot take action on any matter not listed on the agenda for the meeting. Topics may, however, be placed on future agendas for Village Board action. Particularly if multiple individuals wish to speak regarding the same topic, the Village President may request that comments be limited to a particular time limit, which the Village President shall determine. Public comment period is scheduled for each Board meeting.

Ethics

As elected public officials, it is required that you act in an independent and impartial way that is responsible to the people that elected you. Ethical conduct is an extremely important part of your role as a representative of the Village, so please ask your fellow Board members or the Village Administrator if any issues arise. Several State of Wisconsin statutes define the manner in which publicly elected officials should act. Village Code Chapter 40 Ethics and Section 19.59, the State Ethics Law for Local Government Officials, Employees, and Candidates are attached at the end of this handbook (**Appendix B**) and should be carefully reviewed. Village Code and State Statutes prohibit using your office for private gain, exerting illegal influence, and taking action in a matter that you have invested interest in. If you have a question about ethics, you may contact the Village Attorney or Village Administrator,

Other Policies & Protocols

Paychecks

Each board member is paid on a quarterly basis with board members paid an annual salary of \$2,950 and the Village President paid an annual salary of \$4,350. Your check will be direct-deposited.

Opportunity for Training and Outside Meetings

The Village of Williams Bay will pay for workshops, meetings, training and other events for the purpose of improving knowledge of duties of said office. Compensation can include the following, with some restrictions, but is not limited to: transportation, lodging, meal entertainment and miscellaneous expenses. If an official attends Village functions, they will need to make sure they have met travel reimbursement requirements prior to finalizing payment and complete an expense report upon their purchase or completion of course. Board members are encouraged to share the knowledge gained from attending.

Vacancies in Municipal Office

Vacancies in elected or appointed offices can be caused by death, removal, resignation, if the individual ceases to be a resident of the Village of Williams Bay, when an individual's term expires, or when an individual is convicted and sentenced by a state or federal court for treason, felony or other crime of any nature punishable by imprisonment in any jail or prison for one year or more, or for any offense involving a violation of the incumbent's official oath.

Resignations must be made in writing and delivered to the Village Clerk, who is responsible for informing other Board members and the Village President. The effective date of resignation should be included in the letter.

When filling any vacancy in the office of the Village President or in the Office of the Village Trustees, § 17.23 of the Wisconsin Statutes shall control. The procedure for appointment for any vacancy shall be as follows:

- The Village Clerk shall post the vacancy and the deadline established by the Board for any person desiring to be considered for the vacancy on the Village's website, on three public places within the Village and shall publish a Class 2 notice of the vacancy in its official newspaper.
- All qualified individuals desiring to be considered for the vacancy must submit a written application to the Village Clerk, together with nomination papers with the same number of signatures of Village residents required to run for such office by ballot by the deadline established by the Board.
- Appointment to fill the vacancy shall be by majority vote of the Board from those eligible individuals that have complied with subsection (B) herein. If no individual receives a majority vote, then Board may reopen the vacancy and restart the process stated above.

Chapter 3: Staff

While the Village Board, boards, and committees of Williams Bay make a majority of policy decisions and guide the actions of staff members, those staff members take on the responsibility of implementing decisions of the Board. It is important that the Board understands and respects the role staff plays and that an open line of communication exists between all parties.

Staffing Highlights

The Village employs approximately 20 full-time employees and over 60 part-time/seasonal employees.

Village Administrator Williams Bay - Municipal Code [Chapter 80-3](#)

The Village Attorney shall be appointed by the Village President, subject to confirmation by the Board. The Village Administrator shall be the administrative officer of the Village, responsible for the proper administration of the business and affairs of the Village, subject to those limitations imposed by the statutes of the State of Wisconsin, the ordinances of the Village of Williams Bay, and the resolutions and directions of the Village Board with power and duties as outline in Chapter 80-3 of Village of Williams Bay Code (**Appendix C**).

Village Attorney

The Village Attorney shall be appointed by the Village President, subject to confirmation by the Board. The Attorney's duties include attending all Board meetings, providing legal advisement to Village Board and staff, representing the Village in all court cases, and assisting in drafting and reviewing proposed ordinances.

Village Clerk - Municipal Code Chapter 61.25

The Village Clerk shall be appointed by the Village President, subject to confirmation by the Board. The Village Clerk shall have the powers and duties provided by [Section 61.25, Wis. Stats.](#), and such other duties as may be adopted in the form of a job description.

Village Treasurer - Municipal Code Chapter 61.26

The Village Treasurer shall be appointed by the Village President, subject to confirmation by the Board. The Village Clerk shall have the powers and duties provided by [Section 61.26, Wis. Stats.](#), and such other duties as may be adopted in the form of a job description.

Other Key Positions, Staff & Contracting Agencies

Department Heads

Working under the direction of the Village Administrator, Department Heads lead Village staff in carrying out the directives of the Village President and Board and daily administrative functions and assist the Administrator in the hiring process for employees in their departments. Department heads include Police Chief, Public Works Director, Treasurer, Recreation Director, Library Director, Harbormaster and Fire Chief.

Village Assessor

In 2017, the Village Board appointed Associated Appraisal for annual full value maintenance assessment services. Associated Appraisal is responsible for assessing and reassessing the value of land and property located within Village Limits. The Village is currently operating under an optional auto renewal agreement extension that will be available for each of the 2021, 2022, and 2023 assessment year. In 2023, the Village Board approved changing the Village Assessor from Associated Appraisal to Accurate Appraisal for years 2024, 2025 and 2026.

Existing Bargaining Units

The Williams Bay Professional Police Association union is the bargaining agent for all full-time sworn police officers in the Village. The Police Chief Lieutenant and part-time are excluded.

Note: [2011 Wisconsin Act 10](#) significantly altered the Village's relationship with bargaining units. For more information on the current labor/management environment, see the Village Administrator.

Communication with Staff Members

While Village Board is responsible for determining the policy of the Village and providing direction for Village Administrator action, the Village Administrator is the Chief Administrative Officer for the Village and is responsible for supervision and accountability of all Village Staff. Though Board requests and direction play an important role in determining employees' work plans, it is important that the Village Administrator be able to coordinate and monitor work efforts of all staff members. For this reason, Board requests for staff action and task assignments should be conveyed to the Village Administrator except in cases of emergency. In this way, Board requests will be fulfilled while the Administrator maintains his supervisory position with staff. This distinction is important as Board members may not be aware of the most appropriate staff member to direct requests towards or the current workload of individual employees. It helps in making sure that efficiency and order are maintained in Village operations.

Similarly, Board should communicate with the Village Administrator any concerns about individual employees, and should not directly address performance problems with employees. In this way, Board can maintain an active role in municipal government while allowing the proper chain of command to remain intact.

While active communication between staff and Board is important and encouraged, discussions regarding Village policy matters should be kept between Board members and the Village Administrator to assure that the Village Administrator is best able to manage operations as well as assemble any information required to make sound policy decisions or bring those matters

before Board for consideration.

The following policies can also be found in the employee handbook:

- [Anti-harassment and Retaliation Policy.](#)
- [Electronic Communications & Information Systems Policy.](#)
- [Workplace Violence and Threats Prevention Policy.](#)

Communication and Supervision

Placeholder, graphic to be provided before finalization.

Chapter 4: Finance

The budget acts as a policy tool with which to identify the community's priorities and is intended to implement the work plan for the upcoming year. This chapter is a good starting point and will offer you the basic knowledge to ask thoughtful questions regarding the budget process. You should review the current budget and any other financial plans as you learn about your role as a board member and use these documents in your decision-making process.

Chapter 46. Finance and Taxation § 46-6. Budget.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

A. Departmental estimates. On or before September 15 of each year, each officer, department and committee shall file with the Administrator an itemized statement of disbursements made to carry out the powers and duties of such officer, department or committee during the preceding fiscal year, and a detailed statement of the receipts and disbursements on account of any special fund under the supervision of such officer, department or committee during such year, and of the conditions and management of such fund; also detailed estimates of the same matters for the current fiscal year and for the ensuing fiscal year. Such statements shall be presented in the form prescribed by the Clerk and shall be designated as "Departmental Estimates," and shall be nearly uniform as possible for the main divisions of all departments.

B. Finance and Personnel Committee to prepare.

(1) Budget to include. On or before October 28 each year, the Finance and Personnel Committee of the Village Board shall prepare and submit to the Board a proposed budget presenting a financial plan for conducting the affairs of the Village for the ensuing calendar year. The budget shall include the following information:

(a) The expense of conducting each department and activity of the Village for the ensuing fiscal year and corresponding items for the current year and last preceding fiscal year, with reasons for increase and decrease recommended as compared with appropriations for the current year.

(b) An itemization of all anticipated income of the Village from sources other than general property taxes and bonds issued, with a comparative statement of the amounts received by the Village from each of the same or similar sources for the last preceding and current fiscal year.

(c) An estimate of the amount of money to be raised from general property taxes which, with income from other sources, will be necessary to meet the proposed expenditures.

(d) Such other information as may be required by the Board and by state law.

(2) The Village shall provide a reasonable number of copies of the budget thus prepared for distribution to citizens.

C. Hearing. The Finance and Personnel Committee shall submit to the Board at the time the annual budget is submitted the draft of an appropriation resolution providing for the expenditures proposed for the ensuing fiscal year. Upon the submission of the proposed appropriation resolution to the Board, it shall be deemed to have been regularly introduced therein. The Board shall hold a public hearing on the budget and the proposed appropriation resolution as required by law. Following the public hearing, the proposed appropriation resolution may be changed.

Financial Policies

State-Mandated Policies

The State of Wisconsin imposes many requirements for preparing the annual budget and managing the finances of the Village. For instance, the State requires that an annual or biannual budget be created listing all revenues and expenditures, that the public hearing notice include certain information, and that the public hearings are held regarding the proposed budget. The Village's fiscal year begins on January 1 and ends on December 31.

Municipally-Adopted Policies

The Village has also adopted several policies with regard to financial management, investment Policy. Village Staff also rely on industry best practices to guide financial decisions when policies are not already established by the State or Board. Occasionally, the Village Treasurer, Village Administrator, or auditors may recommend additional financial management policies be reviewed and approved.

Fund Explanation

The Village's finances are divided into several separate fund types to facilitate proper management and use. Below is a basic description of each fund.

General Fund accounts for all revenues and expenditures that are not required to be accounted for in other funds. The General fund includes major property-tax based services such as general government, public safety, public works and culture, recreation and education.

Special Revenue Funds account for proceeds from revenue sources that are legally restricted to expenditures for specified purposes. The solid waste fund, tourism fund and the airport fund are all accounted for in the special revenue funds.

Debt Service Fund is used to account for the annual principal and interest payments relating to the Village's general obligation long-term debt.

Capital Projects Fund accounts for the financial resources to be used for the acquisition or construction of major capital assets.

Enterprise Funds account for operations that are financed and operated in a manner similar to a private business. The operations of the Water, Sewer, and Stormwater Utilities are accounted for in the Village's enterprise funds.

Revenue Sources: Taxes, Licenses & Permit Fees, Charges for Services

A large percentage of the Village's annual revenue comes from local taxes and from fees charged for services provided by the Village where people are directly benefited. The property tax is levied on the value of real and personal property located in the Village. Municipalities in Wisconsin have been granted very little authority to levy other types of taxes, such as sales or income tax.

The Village also collects revenues through licenses and permits, and charges for services. Fees are charged for Village services such as the use of recreational facilities and the processing of building permits so that the users of those services are directly responsible for covering costs of providing the service.

Role of Intergovernmental Revenues

The most significant non-property tax revenue source in the annual budget is the amount received in intergovernmental appropriations, particularly from the State. The following are revenues that the Village receives annually from the State.

State Shared Revenues This includes the "Shared Revenue" program for general operating aid and the "Expenditure Restraint" program that rewards communities for fiscal restraint of the general fund.

The State reallocates money collected through the personal income tax back to municipalities through the Shared Revenue program. Revenue is distributed among municipalities using a formula that consists of four components:

1. *Aid able Revenue Component*: This component of the formula aims to offset variances in taxable property wealth across the state.
2. *Per Capita Component*: This component is more broad-based and is allocated based on population.
3. *Public Utility Component*: This component provides payments to replace property tax revenues lost because utilities are exempt from property taxation.
4. *Minimum Guarantee & Maximum Growth Component*: This component is designed to prevent large annual shifts in payments.

Transportation Aid This program allocates State revenue to the Village to offset the Village's related street expenditures and is based on the miles of road in each municipality.

Tax Increment Districts (TIDs)

Tax Increment Financing (TIF) is an economic development tool that helps promote local tax base expansion by using property tax revenues to fund site improvements to attract new development or eliminate blight. A TID (Tax Incremental District) is the actual area designated for expansions and where improvements are being made. Owners of property in a TID pay the same rate of taxes that owners outside the TID pay. TID is neither a tax freeze nor a tax increase, but a special allocation method for taxes collected on property value increases within the district.

Property tax rates for the school, county, technical college, and municipality are based on the total taxable value of the property located in the TID at the time it is created (base year). Those organizations continue to receive this amount of property tax revenue during the life of the TID. As the value of the property increases due to development, the additional property tax revenue created is allocated to the municipality for a set number of years. Development costs are paid from these revenues before the added tax base is shared with other taxing entities.

The Village of Williams Bay currently does not have any Tax Increment Districts (TIDs).

Capital Improvement Plan (CIP)

The Village has a Capital Improvement Plan (CIP) as a planning document to anticipate future large expenditures. It is a tool to chart both capital revenue (including bonds, grants, interest payments, and transfers from the General Fund) and expenditures. Capital items are placed in the CIP so that the Village can plan for future funding needs and coordinate major construction and purchasing projects.

Chapter 5: Legal Issues

The Village Code establishes local law which governs matters of local concern within the Village and pertaining to its governance. In addition, the Village is a creature of state law and statutes adopted by the State Legislature together with state administrative code also apply and to the extent that the legislature has determined that certain state enactments are to be of statewide concern or that the courts have concluded that state law has primacy even with respect to local affairs, state law prevails. Ordinances and applicable statutes not only govern the actions of residents and visitors, but also the manner in which the Village and its elected and appointed officers and employees conduct business. Listed below are some of the more important legal topics of which you should be aware. However, it is important that you ask the Village Attorney or Village Administrator if you have questions on particular topics.

Village of Williams Bay Ordinances

The Village's Code constitutes a set of permanent rules of order and regulation of conduct within the Village. The Village Board is responsible for adopting, amending and repealing Village ordinances to meet the best interests of the Village. The Village Code addresses many aspects of local government, including but not limited to appointment and empowerment of committees, boards and commissions but also Village finance and taxation procedures, traffic and health and welfare regulations, the public peace and order and the procedural and substantive frameworks for local licenses and permits, the operation of public utilities, establishment of zoning, subdivision and building codes and rules governing the conduct of business by the Village Board, committees, boards, commissions and officers and employees of the Village. The code book can be found by visiting <https://ecode360.com/WI3949>

Public Meetings

All business transacted by the Village Board, its committees, commissions and boards on behalf of the Village must be undertaken in the course of a duly posted meeting. All meetings shall be open to the public in locations which are accessible to those who are interested in attending. Public notice and other criteria pertaining to the holding of meetings and the [transaction of business are governed by Wisconsin's Open Meetings Law, Subch. V, Ch. 19, Wis. Stats. To transact business, a quorum of a governmental body must be present. Closed](#) sessions, from which the public is excluded, are the exception to open meetings and must be conducted strictly in accord with [State Statute 19.85, Wis. Stats.](#), and interpreting case law.

Public Records

Wisconsin law holds that all persons are entitled to the greatest possible information about governmental affairs as well as pertaining to official acts undertaken by the officers and employees of a governmental body. Accordingly, Wisconsin has adopted a Public Records Law, [found at Subch. II, Ch. 19, Wis. Stats.](#), which defines and applies not only each of the physical forms of records subject to public review but, additionally, the type of records which may be accessed by the public. Interested persons may request access to and the making of copies of any public record without the necessity of expressing a reason; therefore, subject to certain exceptions. Questions pertaining to the application of the Public Records Law to a specific request for access should be referred to the Village Attorney. **Board members, when communicating in any manner on Village business, should be aware that ALL Village communication, with few exceptions, are subject to public records law.** [Additional information can be found in Chapter 1-16 Public Records.](#)

Conflicts of Interest

State law and local ordinances define the proper course of action to take when there is or may be a conflict of interest on the part of an officer or employee. In particular, state and local ethics codes provide guidelines for dealing with questions concerning potential or actual conflicts of interest.

A Village Board member with a personal or financial interest in proposed action should disclose to the Board the nature of their interest prior to debate or, in some circumstances, before action is taken in the form of a vote. Because both elected and appointed officers and employees may influence the Village Board in matter in which they have a personal or financial interest, such interests should be disclosed to avoid either the appearance of or actual impropriety.

Sometimes, it is not clear whether or not a conflict of interest, as defined by law, is present. Even though it may be legal to act on a matter, it may give the appearance of impropriety to do so. Questions regarding conflict of interest can be directed to the Village Attorney.

- 1. Financial and Personal Interest Prohibited.** No official or employee, whether paid or unpaid, shall engage in any business or transaction, nor shall such official or employee act in regard to financial or other personal interest, direct or indirect, when such actions are incompatible with the proper discharge of their official duties or when such actions impair their independence of judgment or action in the performance their official duties.
- 2. Definitions:**
 - a. "Financial interest" means any interest which shall yield, directly or indirectly, a monetary or other material benefit to the officer or employee or to any person employing or retaining the services of the officer or employee.
 - b. "Personal Interest" means any interest arising from blood or marital relationships or from business or political associations, whether or not any financial interest is involved.
 - c. "Person" means any person, corporation, partnership or joint venture.

3. Specific Conflicts Enumerated:

- a. Incompatible Employment. No official or employee shall engage in or accept private employment or render service for private interest when such employment or service is incompatible with the proper discharge of their official duties or would tend to impair their independence of judgment or action in the performance of their official duties, unless otherwise permitted by law and unless disclosure is made as herein provided.
- b. Disclosure of Confidential Information. No official or employee shall disclose confidential information concerning the property, government or affairs of the Village nor shall they use such information to advance the financial or other private interest of themselves or others.
- c. Representing Private Interests Before Village Agencies or Courts. No officer or employee shall appear on behalf of any private person, other than himself or herself, his or her spouse or minor children, before any Village agency or municipal court. However, a member of the Board may appear before Village agencies on behalf of his or her constituents in the course of his or her duties as a representative of the electorate or in the performance of public or civic obligations.

Accepting Gifts

Neither officers nor employees of the Village should accept gifts, favors or hospitality where it could be expected that they may be offered to influence official actions or be considered as a reward for an official act or which might impair the independence of your judgment. Per the *Code of Ethics for Local Government Officials, Employees and Candidates*: If a Village Official, other than a Village Employee, receives anything of value not authorized by the ethics code the Village Official shall not retain it, but shall deposit the money or the equivalent cash value or anything of value with the Village Treasurer or return the payment or thing to the payer or giver. The Village Attorney should be consulted if questions related to acceptance of gifts arise.

Chapter 6: Land Uses

Planning & Zoning

Planning and zoning are methods of achieving the orderly physical development of a community. Planning lays out the intended path of development for a Village and is typically done through a formal comprehensive plan. The Village Board, makes decisions regarding the planned development of public infrastructure in the Village through the adoption of the 2023 Comprehensive Plan, Capital Improvement Plan, and other long-range plans, such as an economic development plan. Community Planning also prepares trend reports, which provides a statistical snapshot of development changes in the Village of Williams Bay throughout the previous calendar year. This helps in considering the future needs of residents and businesses and how current decisions will affect that future.

The Village has adopted extensive Zoning Ordinance Regulations ([Chapter 390. Zoning](#)) to promote the health, safety, morals, prosperity, aesthetics, and general welfare of the community. These zoning ordinance regulations provide the legal basis for facilitating thoughtful development and also aids long-range plans. The zoning ordinance regulates use of land and structures, lot coverage, population distribution and density, and the size and location of structures to promote the safety of citizens and efficient use of public infrastructure. Zoning districts permit various uses. Property owners must apply for a zoning permit and pay any applicable fees whenever a change or update in zoning is requested. Their request for a zoning designation or change will first be brought before the Plan Commission, who will make a recommendation to the Board.

Annexation

Annexation is a way for municipalities to expand and protect their borders. In some instances, Village's may wish to annex neighboring land in order to gain additional land for development. In other cases, residents living outside Village limits may request that they be annexed so that they may receive Village services such as water and sewer. Below is a brief description of several ways in which annexation can take place. There are several methods to accomplish annexation, including: 1) direct annexation by unanimous approval (the most widely-used practice), 2) direct annexation, 3) annexation by residents' referendum, 4) annexation of owned territory, and 5) annexation on Village initiative by referendum and court order. Further questions regarding annexation may be directed to the Village Administrator or Zoning Administrator.

Variances

Residents and business owners are able to apply for accessory uses permitted by right, conditional use and temporary use permits from the Zoning Ordinance when they desire to use land or buildings in a way that doesn't conform to the Ordinance. This application is to be filed with the Zoning Administrator.

Chapter 7: Board Conduct

Ultimately, you are elected by the citizens, and are responsible solely to them. However, you may wish to consider the following advice with respect to your conduct as a representative of the Village of Williams Bay.

Effectiveness & Efficiency

Because of the complex nature of municipal government, it can sometimes seem difficult to make decisions and act in an efficient and effective manner. It is important to work as both a leader and a team member in making decisions that affect the Village. Keeping these suggestions in mind can help to ensure that each board member, as well as the Board as a whole, is able to most effectively accomplish their goals.

Respect

Each Village Board member and member of the public provides a unique perspective. It may be helpful, as you join the Village Board, for you to share with your colleagues your background and special interests, and to learn as much about their perspectives as you can.

This mutual learning will assist in the development of both your professional and personal relationships. The best Village Board is one in which members have strong individual identities but work effectively as a team while always showing each other the utmost respect.

Compromise

All Village Board members have a responsibility to represent a diverse community. Being able to pass any legislation requires that individuals are tolerant of other's viewpoints. Part of the democratic process is the difference in opinion of our representatives; it is ineffective, however, to allow that difference to halt the decision-making process. The art of compromise is very important in Village Board discussions, as it takes a majority vote to achieve anything.

When facing opposition, try to understand the values that are driving the individual. Work for creative solutions that may or may not be the first choice of the parties involved, but address the core needs and values of each party. Remember, all formal actions of the Village Board require over half of the attending members, unless it is an issue that requires a two-third majority, affirmative votes. Also, remember that if one of your fellow Village Board members opposes you on a specific issue, they may be your biggest supporter on the next one.

Trustees as Leaders

As a Village Board member, you are asked to be a leader. While it is your job to represent your constituents, it is also your job to help them see the bigger picture. Sometimes, government issues are complicated and not easily understood by the general public. During those times, you should work to help your constituents understand the issue. Occasionally, you may even need to take a leadership role contrary to the view of your constituents based on your position as an educated Board person looking out for the best interests of the community as a whole.

Process vs. Product

Village Board members must balance the value of public input in meetings with the value of decision making. Though it is important to allow public comment, drawn out or repetitive comments prolong Board discussion and may leave little time for productive discussion on items found later in the agenda.

Conflict Management

Although certain topics may ignite personalities and anger both Village Board members and members of the public, little is accomplished when there is a lack of courtesy for others. It is important that the Village President maintain control of meetings and that Board not get drawn in by emotional members of the public.

Personal Attacks

Attacks on individuals, whether Village Board members, staff, or the general public, are never appropriate. If an individual does or says something wrong, you should not hesitate to address it. Most often, however, the appropriate time and place to address problems is not during a public meeting. This includes addressing work product issues with staff.

This Too Shall Pass

During times of high conflict, it is sometimes hard not to take problems personally, take them home or take them out on others. Keep in mind that these issues will fade and will be replaced by new ones. While it is your job to address difficult issues, it is understood that you will never be able to completely solve many of them. The key is to keep a positive perspective and work with the other members of your team.

Interacting with the Public

You have been elected by the public to represent the public. Both in formal meetings and daily life on the street, a large component of your job is to be attentive to their concerns. These are opportunities for you to inform them about what the government is doing and gather their opinion on matters that concern the Village government.

This document already addressed the public's role during Village Board meetings and public hearings. In addition to these circumstances, you will have the opportunity to interact with the public as you make public appearances and talk to individuals on a daily basis. At such appearances, you are representing the Village. They are opportunities for you to explain your position on issues, respond to citizen complaints, test new ideas, or ask for citizen involvement on a project. It is also important to keep in mind that what you say make influence what people will think about the Village for years to come.

As a Village Board member, you can expect many questions and complaints from the public. By answering honestly and being available to provide information whenever possible, you can make your life, as well as other Village officials' and staff members', much easier. Often you will be able to answer a question or complaint yourself. If you need to pass the question on to

another individual, follow up to make sure that that person adequately addressed the citizen's needs. When addressing citizen requests for action, it is always appropriate to offer to look into the situation personally or discuss with staff.

No matter what the issue, you should welcome all questions and/or complaints. They often provide valuable insights and help you to better represent citizens. While you may occasionally be inclined to dismiss some complaints, it is almost always in the Village's best interest for you to remain attentive and professional when interacting with the public.

Dealing with the Media

Especially if considering a controversial decision, working with the media can be one of the most challenging aspects of your position as a board member. Expect media representatives to be present at many Village functions. Keep in mind that it is their job to get the news that you are making to the rest of the community. Building a positive relationship with journalists can help you both to attain your goals.

Establishing good relations with local newspapers, radio stations, and TV channels is a big step toward these goals. By welcoming reporters and sharing relevant information with the media, you will be building a relationship that can benefit you when news coming from Village Hall may be controversial. Whenever possible, avoid using the phrase "no comment" or refusing to answer questions, as it breaks down Media-Board relationships and often pushes a reporter to look harder for Board faults. "I don't have the answer right now, but I can follow up and get back to you," is always an appropriate way to answer a question that you don't have the answer to at the moment. Remember that you can always refer media inquiries to the Village Administrator's office.

Make sure that when you talk with reporters, they receive all of the facts and fully understand the details of a situation. Sometimes, governmental procedures can be complex; the additional time that it takes to explain something is well worth it. If necessary, follow up with reporters. If you feel it is appropriate, volunteer to review an article before it goes to print in order to check its accuracy. Don't be afraid to contact them if there is an inaccuracy in information they provide to the public.

Chapter 8: Directory

Village of Williams Bay Contact

250 Williams Street, PO Box 580

Williams Bay, WI 53191

(262) 245-2700

Departments

Village Hall: 262-245-2700

David Lothspeich, Village Administrator	Ext. 402	Cell: 847-421-7715
Tina Kolls, Village Clerk	Ext. 405	Cell: 262-949-5024
Lori Peternell, Treasurer	Ext. 403	Cell: 262-210-4419
Cynthia Stanek, Utility/Admin Asst.	Ext. 404	Cell: 815-201-4872

Police Department: 262-245-2710

Justin Timm, Police Chief	Ext. 410	Cell: 262-581-3061
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Public Works/Streets/Water:

Wayne Edwards, Public Works Director		Cell: 262-903-1764
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Recreation Department:

Dave Rowland, Recreation Director		Cell: 262-215-7129
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Library: 262-245-2709

Joy Schnupp, Library Director		Cell: 262-325-2985
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Fire Department: 262-245-2712

Doug Smith, Fire Chief		Cell: 262-949-2203
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Emergency Medical Services (EMS) Department:

Rich Gluth, Rescue Squad Captain		Cell: 262-325-0048
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Harbor/Boat Launch: 262-581-7872

Jay Blincoe, Harbor Master		Cell: 480-518-5954
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Building (contracted): 262-245-2704

Mike Moore (Safebuilt), Building Inspector	Ext. 415	Cell: 262-202-4358
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Zoning (contracted):

Bonnie Schaeffer, Zoning Administrator	Ext. 407	Cell: 262-492-5272
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Additional Resources

League of Wisconsin Municipalities

122 W Washington Ave, Suite 300

Madison WI 53703 608-267-2380

www.lwm-info.org

The League is a voluntary not-for-profit association that works with local governments and provides legal resources, conference and networking opportunities, educational handbooks and publications for elected officials and appointed staff, assistance on a multitude of topics via their website, lobbying for municipalities at the state and federal level, and opportunities for municipalities to participate in insurance and investment pools to strengthen bargaining and buying power.

Legislative Bulletin

The League provides a weekly update covering proposed legislation at the State level on their website. It is a helpful way to remain up-to-date on State legislation that may affect Williams Bay residents. You can subscribe to the [Legislative Bulletin and Capitol Buzz](#) for weekly updates.

UW-Extension, Local Government Center

111 Pyle Center, 702 Langdon Street

Madison, WI 53706

608-262-9961

<https://localgovernment.extension.wisc.edu/>

The Government Center provides a variety of educational options to assist municipalities, including: workshops, conferences, online and print educational materials, research, and assistance in special requests from governments.

Walworth County, Wisconsin

Government Center

100 W Walworth Street

Elkhorn, WI 53121

Phone: 262-741-4241

<https://www.co.walworth.wi.us/>

Stay up to date with news and announcements happening at the Walworth County Level. Subscribe to *Alert Sense* for updates including, but not limited to: emergency notifications, government jobs, new flash, calendars, upcoming meetings and agendas, and posted meeting minutes. <https://www.co.walworth.wi.us/291/Emergency-Notification-Alerting-System>

State of Wisconsin

Listed below are some of the potentially helpful resources and contact information for various State agencies.

Department of Revenue	(608) 266-2772	https://www.revenue.wi.gov/
Department of Natural Resources	(608)266-2621	www.dnr.state.wi.us
Department of Transportation	(715) 836-2891	www.dot.state.wi.us
Bureau of Transit & Local Roads	(608) 266-2350	Website
State Ethics Board	(608)266-8123	https://ethics.wi.gov/
Wisconsin Elections Board	(608) 266-8005	www.elections.state.wi.us

Appendix A:

Chapter 110 Village Board

Village President and Board

Chapter 110. Village Board

§ 110-1. Composition.

The Village Board shall consist of the Village President, who shall be elected in odd-numbered years for a two-year term, and six trustees, three of whom shall be elected in even-numbered years for two years, and three of whom shall be elected in odd-numbered years for two-year terms.

§ 110-2. Compensation and expense reimbursement.

[Added 4-2015]

Salaries and expense reimbursement levels as well as the manner of their payment for the Village President and Village Trustees will be established by resolution of the Village Board and reviewed annually in January by the Village Board.

§ 110-3. Village Board committees.

The committees of the Village Board shall be appointed annually by the Village President at the organization meeting and shall comprise the following committees:

A. Finance and Personnel. This Committee is responsible for the formulation of the annual budget and annual tax levy and all personnel concerns including collective bargaining agreements. All contracts with the Village will be reviewed and endorsed by this Committee.

B. Streets and Highways. This Committee administers all matters concerning Village streets, highways, sidewalks and stormwater drainage. This Committee works closely with Director of Public Works on all matters including, but not limited to, the formulation of an annual budget which is then submitted to the Finance and Personnel Committee. This Committee is responsible for the maintenance of all public works buildings.

C. Protective Services. This Committee administers all matters concerning Village Fire Department, Police Department, Emergency Medical Service (Rescue) Squad, and Dive Team. This Committee works closely with the Chiefs of the above-mentioned departments on all matters including, but not limited to, the formulation of an annual budget which is then submitted to the Finance and Personnel Committee.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

D. Parks and Lakefront.

(1) This Committee administers all matters concerning Village parks, lakefront and Park District. This Committee works closely with Director of Public Works and the Park District on all matters including, but not limited to, the formulation of an annual budget which is then submitted to the Finance and Personnel Committee.

(2) This committee is also responsible for the maintenance of the following buildings: Village Hall, Field House, Lakefront Concession Building, Library Hall, Beach House, Horvath Building and the pavilion at Edgewater Park.

E. Building, Zoning and Ordinance. This Committee works closely with the Building Inspector on all matters regarding the issuance of building and zoning permits and zoning issues. This Committee also is responsible for ordinance development, adoption and codification.

F. Water and Sewer. This Committee administrates all matters concerning the Water Utility and Sewer Department within the Village. This Committee works closely with Director of Public Works on all matters including, but not limited to, the formulation of an annual budget which is then submitted to the Village Board for its approval. This Committee is also responsible for the maintenance of all the buildings owned by the Water Utility and Sewer Department.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

§ 110-4. Residency required.

[Amended 8-31-2020 by Ord. No. 2020-03]

All members of Village Board Committees established pursuant to § 110-3 of this chapter shall reside within the corporate limits of the Village of Williams Bay.

§ 110-5. Village Board bylaws.

A. Regular meetings. The regular meetings of the Village Board shall be held in the Village Hall on the first and third Mondays of each month at 6:30 p.m., unless noticed otherwise. The Board may adjourn any regular meeting to any future date at which new business may be introduced as well as unfinished business completed.

[Amended 7-5-2022 by Ord. No. 2022-11]

B. Presiding officer. The President or presiding officer shall preside at all meetings and preserve order, deciding all questions of order, subject to an appeal to the Board.

C. Calling meetings to order. The President shall take the chair at the hour appointed and immediately call the meeting to order. In the absence of the President, the Clerk or, in the Clerk's absence, any member of the Board may call the meeting to order, and thereupon the Board shall appoint one of its members President Pro Tempore. In the absence of the Clerk, the Board may appoint one of the members present to serve as Clerk during the session. The Chair shall confirm public notice compliance with the Clerk or other Village staff representative.

[Amended 1-15-2018 by Ord. No. 2018-1]

D. Order of business. The business of the Board shall be transacted in the following order:

[Amended 6-6-2016 by Ord. No. 2016-6]

(1) Roll call.

(2) Reading the minutes of the preceding meeting and approving same if correct, correcting mistakes if any occur.

(3) Consent agenda.

(4) Presentation of accounts and petitions.

(5) Plan Commission.

(6) Public comments. *The public may speak on any item that is not included on this agenda as a "Public Hearing or Forum." Anyone who wishes to comment should identify himself or herself and provide his or her local address. Board members may discuss any matter raised by the public. However, the Board will refrain from extensive dialogue and should not take action on matters raised by the public during a public comment period. Referrals to committees or staff members might be made. Members may ask the commenter to clarify his or her remarks. The Board President or the presiding officer will maintain control of the meeting.*

(7) President's remarks.

(8) Ordinances and resolutions.

(9) Committee reports.

(10) Public comments.

(11) Adjournment.

E. Passage of ordinances.

(1) Every proposed ordinance shall have two separate readings previous to its passage but shall not be read at any other time than regular sessions except by unanimous consent. The second reading may be waived by vote of the Board.

(2) The second reading of an ordinance shall be by section at which time amendments may be offered. If no amendments are made, the question shall be, "Shall the ordinance pass?" If amendments are offered and made, the chair shall so report and the ordinance shall be so read as amended before the question of its passage is taken.

F. Rules of procedure. The rules of parliamentary practice embraced in Robert's Rules of Order, Newly Revised, shall govern the Board where applicable and where not inconsistent with the standing rules, bylaws and order of the Board.

G. Special meetings.

(1) How called. Special meetings may be called by the President or any two trustees in writing filed with the Clerk. If at least 24 hours remain before such meeting, the Clerk shall notify each member of the Board of the time, place and purpose of such special meeting by mailing a written notice thereof to each member of the Board and by telephoning him, if possible. If less than 24 hours but at least six hours remain before such meeting, the Clerk shall give notice to each trustee by personal service and by telephone, if possible. No special meeting shall be called upon less than six hours' notice except with the unanimous consent of all members of the Board expressed orally or in writing.

(2) Statutes adopted. Section 19.85, Wis. Stats., is hereby adopted and by reference made a part of this section as if fully set forth herein. Any act required to be performed or prohibited by the provisions of any statute incorporated by reference herein is required or prohibited by this section.

H. Business to be presented by Trustee. No business shall be considered by the Board unless presented by a member of the Board.

I. Approval of claims. Every account presented to the Board shall, if required, be verified by affidavit as provided by law and shall not be allowed or directed to be passed until it shall have been examined and certified as correct by the proper committee and reported to and audited by the Board.

J. Amendment of bylaws. These bylaws may be amended, stricken out or added to at any regular meeting of the Board upon a majority vote of all the members, provided that notice thereof shall be given at the regular meeting of the Board immediately preceding the one in which such amendment is to be acted upon.

K. Consent agenda.

[Added 6-6-2016 by Ord. No. 2016-6]

(1) Criteria. The Village Clerk may create a subsection on any Board agenda entitled "consent agenda." In a consent agenda, the Clerk shall place matters that, in the Clerk's judgment, are routine and noncontroversial and do not require a super majority vote or separate action by the Board.

(2) Procedure. The following procedure shall apply when a consent agenda is used:

(a) No separate discussion or debate may be permitted on any matter listed on the consent agenda except as provided in Subsection K(2)(b).

(b) A single motion, seconded and adopted by a majority vote of the Board shall be required to approve, adopt, enact or otherwise favorably resolve all matters listed on the consent agenda.

(c) Any member of the Board may request removal of any item included in the consent agenda. At the time the consent agenda is considered, any such item shall be removed without debate or vote.

(d) If any item has been removed from the consent agenda in accordance with this subsection, that item shall be considered by the Board under the appropriate heading of the regular agenda of the Board.

Appendix B:

Village Code Chapter 40 – Ethics

Chapter 40. Ethics

§ 40-1. Declaration of policy.

A. The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; government decisions and policy be made in the proper channels of the government structure; public office not be used for personal gain; and the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a Code of Ethics for all Village officials and employees, whether elected or appointed, paid or unpaid, including members of boards, committees and commissions of the Village. The purpose of the code is to establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the Village and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the Village.

B. The Village Board recognizes that the representatives of the Village are drawn from society and therefore cannot and should not be without all personal and economic interest in the decisions and policies of government and that citizens who serve as Village officials and employees retain their rights as citizens to interest of a personal and economic nature. The standards of ethical conduct for Village officials and employees need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society and those conflicts which are substantial and material and that Village officials and employees may need to engage in employment, professional or business activities other than official duties in order to support themselves or their families and to maintain investments which activities or investments do not conflict with the specific provisions of this code. The provisions and purpose of this code and such rules and regulations as may be established are hereby declared to be in the best public interest. It is the intent of the Village Board that in its operations the Board of Ethics shall protect to the fullest extent possible the rights of individuals affected.

§ 40-2. Responsibility of public office.

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and to carry out impartially the laws of the nation, State and Village and thus to foster respect of all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern.

§ 40-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ANYTHING OF VALUE

Any money or property, favor, service, payment, advance, forbearance, loan or promise of future employment, but does not include compensation and expenses paid by the state, fees, honorariums and expenses which are permitted and reported under § 19.56, Wis. Stats., and political contributions which are reported under Ch. 11, Wis. Stats.

FINANCIAL INTEREST

Any interest which shall yield directly or indirectly a monetary or other material benefit to the officer or employee or to any person employing or retaining the services of the officer or employee.

PERSON

Any person, corporation, partnership or joint venture.

§ 40-4. Conflict of interest.

A. No official or employee shall accept anything of value, whether in the form of a gift, service, loan or promise, from any person which may tend to impair his independence of judgment or action in the performance of his official duties.

B. It is not a conflict of interest for any public employee or official to receive a gift or gratuity that is an unsolicited item of nominal intrinsic value.

C. No public official or employee shall engage in any business or transaction or shall act in regard to any financial interest, direct or indirect, which is incompatible with the proper discharge of his official duties for the benefit of the public, contrary to the provisions of this Code or which would tend to impair his independence of judgment or action in the performance of his official duties.

D. No public official or employee shall engage in or accept private employment or render service for private interest when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair his independence of judgment or action in the performance of his official duties unless otherwise permitted by law, unless disclosure is made as hereinafter provided.

E. No public official or employee and no business in which a Village official or public employee holds a 10% or greater interest may enter into a contract with the Village involving a payment or payments of more than \$3,000 within a twelve-month period unless such official or employee has first made a written disclosure of the nature and extent of such relationship or interest to the Board and to the department acting for the Village in regard to such contracts. This subsection does not affect the application of § 946.13, Wis. Stats.

F. No official or employee shall disclose confidential information concerning the property, government or affairs of this Village nor shall he use such information to advance the financial or other private interest of himself or any other person.

G. Any member of the Village Board who has financial interest in any proposed legislation before the Village Board shall disclose on the records of the Board the nature and extent of such interest prior to or during the initial discussion on such legislation. Any other official or employee who has a financial interest in any proposed legislative action of the Village Board and who participates in discussion with or gives an official opinion or recommendation to the Village Board shall disclose on the records of the Board the nature and extent of such interest.

§ 40-5. Ethics Board.

A. There is hereby created an Ethics Board consisting of three members and one alternate who shall serve without compensation unless the Village Board otherwise provides. The members of the Board of Ethics shall be residents of the Village and shall not be elected officials, full-time appointed officials, or Village employees nor shall they be currently serving on any other Village board or commission.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

B. Each member shall be appointed by the President and subject to the confirmation by the Village Board. The Village Attorney shall furnish the Board whatever legal assistance necessary in carrying out its functions. Terms of office shall be three years, except that when the initial appointments are made one member shall be appointed for one year, one for two years and one for three years.

C. The alternate shall serve on the Board when one of the members of the Board is unavailable. The term of the alternate shall be for three years. The Ethics Board shall elect its own Chairperson and Vice Chairperson.

§ 40-6. Duties of Ethics Board.

A. The Ethics Board shall adopt and develop written rules which shall be submitted to the Village Board for approval. A copy of such rules shall be filed with the Village Clerk.

B. Any person to whom this chapter applies may apply to the Ethics Board for an advisory opinion and shall be guided by the opinion rendered. Such person shall have the opportunity to present his interpretation of the facts at issue and of the applicability of provisions of the Code before the advisory decision is rendered. The Board's

deliberations and action upon such applications shall be in meetings not open to the public. Records of the Board's opinions, opinion requests and investigations of violations shall be closed to public inspection. The Board, however, may make such records public with the consent of the individual requesting the advisory opinion.

C. The Board shall investigate any complaint properly filed with it.

D. The Board shall accept from any person or make upon its own motion a verified complaint in writing which shall state the name of the officer or employee alleged to have committed a violation of this chapter and which shall set forth the particulars thereof. The Board shall forward within 10 days a copy of the complaint to the officer or employee who is accused. If no action on the verified complaint is taken by the Board within 60 days, the complaint shall be void.

E. Following the receipt or motion of a verified complaint, the Board may make preliminary investigations with respect to alleged violation of this chapter. No preliminary investigation of the activities of any officer or employee may be initiated unless such officer or employee is notified in writing. The notice shall state the exact nature and purpose of the investigation, the individual's specific actions or activities to be investigated and a statement of such person's due process rights.

F. If after such investigation the Board finds that probable cause exists for believing the allegations of the complaint, it shall conduct a hearing on the matter which shall be held not more than 30 days after such finding. The Board shall give the accused at least 20 days' notice of the hearing date. Such hearings shall be at open session unless the accused petitions for a hearing closed to the public. The rules of criminal evidence shall apply to such hearings. All evidence, including certified copies of records and documents which the Board considers, shall be fully offered and made part of the record in the case. Every party shall be afforded adequate opportunity to rebut or offer countervailing evidence.

G. During all stages of any investigation or proceeding conducted under this section, the accused or any person whose activities are under investigation shall be entitled to be represented by counsel of his own choosing.

H. The accused or his representative shall have an adequate opportunity to examine all documents and records to be used at the hearing under Subsection F at a reasonable time before the date of the hearing as well as during the hearing; bring witnesses; establish all pertinent facts and circumstances; and question or refute any testimony or evidence, including opportunity to confront and cross-examine adverse witnesses.

I. The Board shall have the power to compel the attendance of witnesses and to issue subpoenas granted other boards and commissions under § 885.01(3), Wis. Stats.

J. Upon conclusion of the hearing, the Board shall file its decision within five days in writing signed by all participating Board members with findings of fact and conclusions of law concerning the propriety of the conduct of the officer or employee and, if appropriate, refer the matter to the Village Board or other proper authority with a recommendation for suspension, removal from office or employment of other disciplinary action.

K. The affirmative vote of a majority of the Board shall be required for any action taken by the Board, with the exception that action taken by the Board pursuant to a hearing conducted under Subsection F shall require a unanimous vote.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

Wisconsin Statute 19.59.

Codes of ethics for local government officials, employees and candidates

- (1)**
- (a)** No local public official may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated. A violation of this paragraph includes the acceptance of free or discounted admissions to a professional baseball or football game by a member of the district board of a local professional baseball park district created under subch. III of ch. 229 or a local professional football stadium district created under subch. IV of ch. 229. This paragraph does not prohibit a local public official from using the title or prestige of his or her office to obtain campaign contributions that are permitted and reported as required by ch. 11. This paragraph does not prohibit a local public official from obtaining anything of value from the Wisconsin Economic Development Corporation or the department of tourism, as provided under s. 19.56 (3) (f).
- (b)** No person may offer or give to a local public official, directly or indirectly, and no local public official may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the local public official's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the local public official. This paragraph does not prohibit a local public official from engaging in outside employment.
- (br)** No local public official or candidate for local public office may, directly or by means of an agent, give, or offer or promise to give, or withhold, or offer or promise to withhold, his or her vote or influence, or promise to take or refrain from taking official action with respect to any proposed or pending matter in consideration of, or upon condition that, any other person make or refrain from making a political contribution, or provide or refrain from providing any service or other thing of value, to or for the benefit of a candidate, a political party, any committee registered under ch. 11, or any person making a communication that contains a reference to a clearly identified local public official holding an elective office or to a candidate for local public office.
- (c)** Except as otherwise provided in par. (d), no local public official may:
- 1.** Take any official action substantially affecting a matter in which the official, a member of his or her immediate family, or an organization with which the official is associated has a substantial financial interest.
 - 2.** Use his or her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the official, one or more members of the official's immediate family either separately or together, or an organization with which the official is associated.
- (d)** Paragraph (c) does not prohibit a local public official from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses, or prohibit a local public official from taking official action with respect to any proposal to modify a county or municipal ordinance.

- (f) Paragraphs (a) to (c) do not apply to the members of a local committee appointed under s. 289.33 (7) (a) to negotiate with the owner or operator of, or applicant for a license to operate, a solid waste disposal or hazardous waste facility under s. 289.33, with respect to any matter contained or proposed to be contained in a written agreement between a municipality and the owner, operator or applicant or in an arbitration award or proposed award that is applicable to those parties.
- (1m) In addition to the requirements of sub. (1), any county, Village, village or town may enact an ordinance establishing a code of ethics for public officials and employees of the county or municipality and candidates for county or municipal elective offices.
- (2) An ordinance enacted under this section shall specify the positions to which it applies. The ordinance may apply to members of the immediate family of individuals who hold positions or who are candidates for positions to which the ordinance applies.
- (3) An ordinance enacted under this section may contain any of the following provisions:
- (a) A requirement for local public officials, other employees of the county or municipality and candidates for local public office to identify any of the economic interests specified in s. 19.44.
- (b) A provision directing the county or municipal clerk or board of election commissioners to omit the name of any candidate from an election ballot who fails to disclose his or her economic interests in accordance with the requirements of the ordinance.
- (c) A provision directing the county or municipal treasurer to withhold the payment of salaries or expenses from any local public official or other employee of the county or municipality who fails to disclose his or her economic interests in accordance with the requirements of the ordinance.
- (d) A provision vesting administration and civil enforcement of the ordinance with an ethics board appointed in a manner specified in the ordinance. A board created under this paragraph may issue subpoenas, administer oaths and investigate any violation of the ordinance on its own motion or upon complaint by any person. The ordinance may empower the board to issue opinions upon request. Records of the board's opinions, opinion requests and investigations of violations of the ordinance may be closed in whole or in part to public inspection if the ordinance so provides.
- (e) Provisions prescribing ethical standards of conduct and prohibiting conflicts of interest on the part of local public officials and other employees of the county or municipality or on the part of former local public officials or former employees of the county or municipality.
- (f) A provision prescribing a forfeiture for violation of the ordinance in an amount not exceeding \$1,000 for each offense. A minimum forfeiture not exceeding \$100 for each offense may also be prescribed.
- (4) This section may not be construed to limit the authority of a county, Village, village or town to regulate the conduct of its officials and employees to the extent that it has authority to regulate that conduct under the constitution or other laws.
- (a) Any individual, either personally or on behalf of an organization or governmental body, may request of a county or municipal ethics board, or, in the absence of a county or municipal ethics board, a county corporation counsel or attorney for a local governmental unit, an advisory opinion regarding the propriety of any matter to which the person is or may become a party. Any appointing officer, with the consent of a prospective appointee, may request of a county or municipal ethics board, or, in the absence of a county or municipal ethics board, a county corporation counsel or attorney for a local governmental unit an advisory opinion regarding the

propriety of any matter to which the prospective appointee is or may become a party. The county or municipal ethics board or the county corporation counsel or attorney shall review a request for an advisory opinion and may advise the person making the request. Advisory opinions and requests therefor shall be in writing. It is prima facie evidence of intent to comply with this section or any ordinance enacted under this section when a person refers a matter to a county or municipal ethics board or a county corporation counsel or attorney for a local governmental unit and abides by the advisory opinion, if the material facts are as stated in the opinion request. A county or municipal ethics board may authorize a county corporation counsel or attorney to act in its stead in instances where delay is of substantial inconvenience or detriment to the requesting party. Except as provided in par. (b), neither a county corporation counsel or attorney for a local governmental unit nor a member or agent of a county or municipal ethics board may make public the identity of an individual requesting an advisory opinion or of individuals or organizations mentioned in the opinion.

- (b)** A county or municipal ethics board, county corporation counsel or attorney for a local governmental unit replying to a request for an advisory opinion may make the opinion public with the consent of the individual requesting the advisory opinion or the organization or governmental body on whose behalf it is requested and may make public a summary of an advisory opinion issued under this subsection after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion and of any records obtained or prepared by the county or municipal ethics board, the county corporation counsel or the attorney for the local governmental unit in connection with the request for an advisory opinion.
- (5)** Any county corporation counsel, attorney for a local governmental unit or statewide association of local governmental units may request the commission to issue an opinion concerning the interpretation of this section. The commission shall review such a request and may advise the person making the request.
- (6)**

 - (a)** Any person who violates sub. (1) may be required to forfeit not more than \$1,000 for each violation, and, if the court determines that the accused has violated sub. (1) (br), the court may, in addition, order the accused to forfeit an amount equal to the amount or value of any political contribution, service, or other thing of value that was wrongfully obtained.
 - (b)** Any person who violates sub. (1) may be required to forfeit not more than \$1,000 for each violation, and, if the court determines that a local public official has violated sub. (1) (br) and no political contribution, service or other thing of value was obtained, the court may, in addition, order the accused to forfeit an amount equal to the maximum contribution authorized under s. 11.1101 (1) for the office held or sought by the official, whichever amount is greater.
- (7)**

 - (a)** Subsection (1) shall be enforced in the name and on behalf of the state by action of the district attorney of any county wherein a violation may occur, upon the verified complaint of any person.
 - (b)** In addition, and supplementary to the remedy provided in sub. (7), the district attorney may commence an action, separately or in conjunction with an action brought to obtain the remedy provided in sub. (7), to obtain such other legal or equitable relief, including but not limited to mandamus, injunction or declaratory judgment, as may be appropriate under the circumstances.

- (c)** If the district attorney fails to commence an action to enforce sub. (1) (a), (b), or (c) to (g) within 20 days after receiving a verified complaint or if the district attorney refuses to commence such an action, the person making the complaint may petition the attorney general to act upon the complaint. The attorney general may then bring an action under par. (a) or (b), or both.
- (cm)** No complaint alleging a violation of sub. (1) (br) may be filed during the period beginning 120 days before a general or spring election, or during the period commencing on the date of the order of a special election under s. 8.50, and ending on the date of that election, against a candidate who files a declaration of candidacy to have his or her name appear on the ballot at that election.
- (cn)** If the district attorney for the county in which a violation of sub. (1) (br) is alleged to occur receives a verified complaint alleging a violation of sub. (1) (br), the district attorney shall, within 30 days after receipt of the complaint, either commence an investigation of the allegations contained in the complaint or dismiss the complaint. If the district attorney dismisses the complaint, with or without investigation, the district attorney shall notify the complainant in writing. Upon receiving notification of the dismissal, the complainant may then file the complaint with the attorney general or the district attorney for a county that is adjacent to the county in which the violation is alleged to occur. The attorney general or district attorney may then investigate the allegations contained in the complaint and commence a prosecution.
- (d)** If the district attorney prevails in such an action, the court shall award any forfeiture recovered together with reasonable costs to the county wherein the violation occurs. If the attorney general prevails in such an action, the court shall award any forfeiture recovered together with reasonable costs to the state.

Appendix C: Village Administrator

Chapter 80. Officers and Employees

§ 80-3. Village Administrator.

A. Village Administrator creation and purpose. In order that the various officers, officials and employees executing policies and administering the affairs of the Village of Williams Bay be operated as efficiently as possible under a system of part-time President and part-time Trustees, and to better insure confident, expeditious, efficient and harmonious administration in action and in respect to any activity, of any one or more of the Village's officers, officials and employees, and in order that there may be uniform administration of policy, there is hereby created the office of Village Administrator for the Village of Williams Bay.

B. Functions of Village Administrator.

(1) The Village Administrator shall be the administrative officer of the Village, responsible for the proper administration of the business and affairs of the Village, subject to those limitations imposed by the statutes of the State of Wisconsin, the ordinances of the Village of Williams Bay, and the resolutions and directions of the Village Board.

(2) Nothing herein shall be construed to conflict with the duties of the Village Board and other Village officers otherwise provided by statute and the ordinances of the Village of Williams Bay.

C. Appointment. The Village Administrator shall be appointed by the Village President and confirmed by the Village Board for a term of three years from the date of initial hire (or at the expiration of the term of an incumbent Village Administrator appointed prior to April 20, 2021) on the basis of merit, with due respect to training, experience, administrative ability and general fitness and knowledge of administrative and operational functions of municipal government. The Village Administrator shall be an officer of the Village of Williams Bay. Compensation therefor shall be as determined by the Village Board from time to time. Should the Village President decline to reappoint an incumbent Village Administrator, the Village Board may reappoint the incumbent Village Administrator to that office. [Amended 1-17-2022 by Ord. No. 2021-11]

D. General duties. The Village Administrator shall have the following general duties: [Amended 1-17-2022 by Ord. No. 2021-11]

(1) Board relations.

(a) Carry out directives of the Village Board which require administrative implementation, reporting promptly to the Village Board any difficulties encountered therein.

(b) Attending all meetings of the Village Board, assisting the President and the Village Board as required in the performance of their duties.

(c) Keep the President and Village Board regularly informed about the activities of the Administrator's Office and the current fiscal position of the Village by oral or written report at regular and special meetings of the Village Board.

(d) The Village Administrator shall make recommendations from time to time to the Village Board for improving the quality and efficiency of services performed by the Village and for improving the health, safety and welfare of the Village.

(2) Financial.

- (a)** Serve as the primary staff person in establishing and monitoring the annual operating budget in accordance with all statutory requirements.
- (b)** Oversee the work of the Treasurer and serve as the primary staff person responsible for monitoring the budget and answering budget inquiries of staff and elected officials. Perform certain accounting tasks to ensure separation of duties to the extent possible, including reviews, approve journal entries, approve all Village encumbrances, review and approve bank deposits.
- (c)** Serve as the purchasing agent for the Village, supervising all purchasing and overseeing the contracting for supplies and services. Prepare Village contracts for execution.

(3) Administration.

- (a)** Administer all day-to-day operations of the Village government, including the monitoring of all Village ordinances, resolutions, Village Board meetings and state statutes.
- (b)** Administer and direct the operation and maintenance of all Village-owned property, lands, buildings, improvements and equipment, and all public ways, ditches, drains and storm sewers, and where such duties are otherwise given to other officials, officers and employees of the Village, the Village Administrator shall assist the above officials, officers and employees as the Village Board may from time to time direct.
- (c)** Create drafts of administrative procedures, subject to review by the Village Board, to increase the effectiveness and efficiency of Village government.
- (d)** Oversee the engagement of outside consultants through drafting RFPs or bid requests, review bids and proposals and make a recommendation to the Village Board.
- (e)** Ensure the thorough and satisfactory completion of all contracted and consultant work.

(4) Legislative.

- (a)** Keep informed concerning current federal, state and county legislation and administrative rules affecting the Village.

(5) Human relations.

- (a)** Serve as personnel officer for the Village with responsibilities to ensure that complete and current personnel records, including specific job descriptions for all Village employees, are maintained; evaluate, in conjunction with department directors, the performance of all employees on a regular basis, recommend salary and wage scales for Village employees not covered by collective bargaining agreements, ensure that the Village employees have proper working conditions, and work closely with department heads to promptly resolve personnel problems or grievances.
- (b)** Administer or direct a designee to ensure that all employees, new and sustained, have had their benefit package fully explained and implemented.
- (c)** The Village Administrator shall work closely with department heads to ensure that employees receive adequate opportunity for training in order to maintain and improve their job-related knowledge and skills.
- (d)** Recommend to the Village Board the appointment, promotion and, when necessary, for the good of the Village, the suspension or termination of department directors.
- (e)** In consultation with the appropriate department director, be responsible for the appointment, promotion and, when necessary for the good of the Village, the suspension or termination of employees below the department director level.

E. [1] Change of duties. The Village Board may, from time to time, increase, decrease, change or otherwise modify the duties of the Village Administrator as the Village Board may, in its sole discretion, determine appropriate.

[1] Editor's Note: Former Subsection E , regarding personnel, and Subsection F, regarding budget and purchasing, as amended, were repealed 1-17-2022 by Ord. No. 2021-11. This ordinance also renumbered former Subsection G as Subsection E.

DRAFT

Appendix D: Quick Reference

Swearing-In: Prior to organizational meeting on the 3rd Tuesday in April, you must be sworn into your newly elected position.

Village Mail: Your mail is available for pick-up at Village Hall each day. The mailboxes are located in the main office.

E-mail/Tablet: You will be given a Village email account and a Village-issued tablet to use during your term. When your elected service has ended, the tablet needs to be returned to the Village. Please note: any information in your email account is considered public information. Please make an effort to check your email frequently as both staff and your constituents will use this as a means to contact you.

Paycheck and HR Forms: You are paid on a monthly basis. Your check will be direct- deposited. The Village Treasurer will assist you in completing the appropriate paper work to receive pay.

Municipal Code Book: The Williams Bay Village Code is available online on the Village's website.

Village Website: Village information, including Board packets, can be found on the Village website at <https://www.williamsbay.org/>

Meeting Schedules: Village Board meetings are held the 1st and 3rd Mondays of the month at 6:30 p.m.

Appendix E: Employee Organization Chart

For a clear image please double click the pdf link.



Williams Bay
Organizational Char

Appendix F: Open Meetings/Public Records Training Materials

Double click any document for a larger PDF version.

Placeholder, modify for Williams Bay

OPEN MEETINGS TRAINING
Monroe Common Council
August 2, 2020
Daniel R. Bartholf, City Attorney

POLICY OF OPEN MEETINGS LAW

Section 19.81 of the Wisconsin Statutes provides:

- (1) In recognition of the fact that a representative government of the American type is dependent upon an informed electorate, it is declared to be the policy of this state that the public is entitled to the fullest and most complete information regarding the affairs of government as is compatible with the conduct of governmental business.
- (2) To implement and ensure the public policy herein expressed, all meetings of all state and local governmental bodies shall be publicly held in places reasonably accessible to members of the public and shall be open to all citizens at all times unless otherwise expressly provided by law.
- (3) In conformance with article IV, section 10, of the constitution, which states that the doors of each house shall remain open, except when the public welfare requires secrecy, it is declared to be the intent of the legislature to comply to the fullest extent with this subchapter.
- (4) This subchapter shall be liberally construed to achieve the purposes set forth in this section, and the rule that penal statutes must be strictly construed shall be limited to the enforcement of forfeitures and shall not otherwise apply to actions brought under this subchapter or to interpretations thereof.

OPEN MEETINGS LAW APPLIES TO "MEETINGS" OF "GOVERNMENTAL BODIES"

Governmental bodies include:

- Monroe Common Council
- Subunits - separate smaller body created by and consisting entirely of members of a parent body.
 - All committees of the council.
- Boards and commissions created by ordinance, resolution, rule or order. Examples [not inclusive]:

➤ Board of Review	➤ Airport Board of Management
➤ Board of Police and Fire Commissioners	➤ Visitors and Promotion Board
➤ Plan Commission	➤ Fair Housing Committee
➤ Zoning Board of Appeals	➤ Business Improvement District Board
➤ Board of Park and Recreation Commissioners	➤ Ethics Board
➤ Board of Health	➤ Monroe Redevelopment Authority
➤ Housing Authority	➤ Ad hoc Committees appointed by Common Council
➤ Senior Citizens Board	

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MEMORANDUM

DATE: November 17, 2016
TO: Phil Rath
FROM: Daniel R. Bartholf
RE: Alderpersons Attending Closed Session of Committees that they are not a member

Question: The question is whether alderpersons can attend closed session portions of committees that they are not a member.

Legal Opinion: It is my recommendation that alderpersons should not attend closed sessions of those committees that they are not a member. It is further recommended that alderpersons who attend open session of a committee to which they are not a member should not participate, even by asking questions or making statements, when the general public is not provided the same opportunity (i.e. public hearing).

Basis for Opinion: Pursuant to Open Meeting Laws § 19.82(2), a “meeting” is defined as “the convening of members of a governmental body for the purpose of exercising the responsibilities, authority, power or duties delegated to or vested in the body. **If one-half or more of the members of a governmental body are present, the meeting is rebuttably presumed to be for the purpose of exercising the responsibilities, authority, power or duties delegated to vested in the body.** The term does not include any social or chance gathering or conference which is not intended to avoid this subchapter ...” The bolded language above which refers to one-half of the members present relates to negative quorum situations. A negative quorum will exist when there are enough members present to prevent the formation of a majority of the parent body. By way of example, if four salary & personnel members are meeting in closed session and one other non-committee alderperson sits in the closed session to listen, then that would be rebuttably presumed to be a negative quorum because five alderpersons could prevent the passing of any motion at a council meeting. Certainly, if two or more of the non-committee alderpersons are present, then that would be rebuttably presumed to constitute a quorum of the council and would be required to be noticed up with its separate agenda. This is part of the Eckstein ruling in which the Judge ruled against us.

The “rebuttable presumption” does allow the members of the council to overcome the presumption by proving that they did not discuss any subject that was within the realm of the council’s authority. However, in closed session situations this presents significant challenges because those portions of meetings are not generally recorded. Testimony from the alderpersons themselves involved in the closed session would be viewed as self-serving and not likely to carry the burden of proving that he or she did not participate. Even testimony from the City Clerk or other City employees involved in the closed session would likely be questioned due to the significant policy decision by the State Legislature that all meetings should be open to its citizens and with appropriate notice. In contrast, those alderpersons that are present for open session committees that they are not members have a much better ability to prove that he or she did not participate in the meeting. Audio and video recording of the meetings and even testimony of general public would carry significant weight. The fact that the meeting was held in open session would not require heightened review by the courts. It would be my recommendation to those non-committee alderpersons not to participate in making statements or even asking questions as this would be viewed as exercising his or her duties of a council member. Finally, I would encourage, but not require, alderpersons to not sit at the committee table to avoid even the appearance that he or she is participating in the meeting (especially those meetings that are videotaped).

PUBLIC RECORDS TRAINING

Monroe Common Council
August 2, 2020
Daniel R. Bartholf, City Attorney

PUBLIC RECORDS LAW

Sections 19.31 through 19.39 of the Wisconsin Statutes constitute the Wisconsin Public Records Law.

Monroe Code 1-16 Public Records [incorporates by reference Sections 19.31 through 19.39 Wis. Stats.]

A. What is a record?

Wis. Stat. § 19.32(2)

“Record” means any material on which written, drawn, printed, spoken, visual, or electromagnetic information or electronically generated or stored data is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by an authority. “Record” includes:

- a. Handwritten, typed, or printed documents.
- b. Maps and charts.
- c. Photographs, films, and tape recordings.
- d. Computer tapes and printouts, CDs and optical discs.
- e. Electronic records and communications.

To constitute a “record” the material must be created or kept in connection with official purpose or function of the agency. 72 Op. Att’y Gen. 99, 101 (1983); *State ex rel. Youmans v. Owens*, 28 Wis. 2d 672, 679, 137 N.W.2d 470 (1965). Content, not medium or format, determines whether or not a document is a “record” within the meaning of the public records law.

“Authority” is defined in § 19.32(1) and it includes state or local office, elective official, agency, board, commission, committee, council, department or public body created by the constitution or by any law or ordinance, or any formally constituted subunits of the aforementioned.

B. Who is the custodian of a record?

Wis. Stat. § 19.33

Legal custodians:

(1) An elected official is the legal custodian of his or her records and the records of his or her office, but the official may designate an employee of his or her staff to act as the legal custodian.

(2) The chairperson of a committee of elected officials, or the designee of the chairperson, is the legal custodian of the records of the committee.

(4) For all other authorities, the authority must designate one or more persons as its legal custodian, but if no designation is made, the default is the authority’s highest ranking officer and its chief administrative officer (if applicable). (i.e., absent other designations, see special rule under (5) below, then the committee or board can designate a legal custodian or its highest-ranking member which usually will be the chair if no designation is made).

(5) Special Rule: If members of an authority are appointed by another authority, then the appointing authority may designate a legal custodian. (i.e., Monroe Council appoints members to certain committees like plan commission, then the Council can also designate someone as the commission’s legal custodian).

LEVY SUPPORTED PROJECTS

	Earmarked	Balance	Notes
New Police Squad	65,000	115	Complete
New Emergency Vehicle	85,000	13,520	Complete
New Police Squad	65,000	65,000	Estimated 2025
Police Squad Computers	15,000	23,500	Includes County Grant
Axon Fleet Cameras	45,000	45,000	Not done this borrowing
Village Server/IT Upgrades	20,000	2,644	Complete
Laserfiche Software	10,000	900	Complete
Beach Cleaner	75,000	1,287	Complete
Fire/EMS Equipment	200,000	1,020	Complete
Teatre Road Baseball Fence	15,000	1,470	Complete
Theater Rd. Restrooms	100,000	0	
Theatre Rd Tennis Courts	250,000	0	Plus windscreen TBD
Upgrades to Theatre Rd Fields	25,000	25,000	
Remove Old Tennis Courts	30,000	30,000	
Remodel Lions Field House	100,000	92,900	
Three Playgrounds	200,000	14,523	
Streets Repaving	900,000	108,000	
East Geneva Street	1,035,000	(108,054)	
Highway 67 North Rebuild	500,000	50,876	

Added Projects

Lake Geneva Dam Repair	0	0	
Southwick Creek Dredging	0	0	
Update Beach House	0	(15,000)	Complete

Subtotal Levy Projects	3,735,000	367,701	
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SEWER PROJECTS

Mainline Sewer Repairs	200,000	95,453	
Hwy 67 North Sewer Rebuild	600,000	176,471	
Harris Rd Lift Station	1,000,000	1,106,350	Includes loan: See notes
Harris Rd Force Main	1,000,000	1,000,000	

Subtotal Sewer Projects	2,800,000	2,378,274	
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WATER PROJECTS

Reactor Cleaning/Repair	200,000	0	
State Rd 67 N Water Rebuild	1,000,000	279,994	
Loch Vista Water Main	1,100,000	1,100,000	Status TBD
Chlorination Improvements	2,800,000	2,940,004	Includes loan: See notes
Southwick Creek Realignment	500,000	48,531	

Added Projects

Clover Street Water Main	0	0	
Well 2 Pump Replacement	0	(9,370)	
Well 3 Pump Replacement	0	0	Engineering Only
Water Plant Flood Plain	0	0	
Highway 67 West Rebuild	0	0	Engineering Only

Subtotal Water Projects	5,600,000	4,359,159	
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Additional Loans

Clear Water (Sewer)	2,026,050
Safe Water (Water)	4,542,950

Total	\$18,704,000	\$7,105,134	
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2022 Borrowing
Tracking Projects and Balances

Updated 8/29/2024 LAW

LEVY SUPPORTED PROJECTS

	Earmarked	Items/Actions	Auth'd Spend	Final Cost	Balance
New Police Squad	65,000.00	Outfitting Purchase	22,000.00	21,972.00 <u>42,913.00</u> 64,885.00	115.00
New Emergency Vehicle	85,000.00	Purchase Outfitting	34,310.00	40,982.00 <u>30,498.00</u> 71,480.00	13,520.00
New Police Squad	65,000.00	Purchase Outfitting			65,000.00
Police Squad Computers	15,000.00	County Grant Reallocate to Gun Sites	(15,000.00) 6,500.00	(15,000.00) <u>6,500.00</u> (8,500.00)	23,500.00
Axon Fleet Cameras	45,000.00	Purchase			45,000.00
Village Server/IT Upgrades	20,000.00	Purchase	15,765.00	17,356.00	2,644.00
Laserfiche Software	10,000.00	Purchase	9,993.00	9,100.00	900.00
Beach Cleaner	75,000.00	Beach Cleaner Tractor	75,000.00 0.00	29,354.00 34,409.00	
		Reallocate to Theater Rd Tennis Courts		9,950.00	1,287.00
Fire/EMS Equipment	200,000.00	Purchase Ambulance Grant Income ??	200,000.00	198,980.00	1,020.00
Teatre Road Baseball Fence	15,000.00	Purchase	13,530.00	13,530.00	1,470.00
Theater Rd. Restrooms	100,000.00	Reallocate to Tennis Courts	0.00	100,000.00	0.00
Theatre Rd Tennis Courts	250,000.00	Pavement Electrical Engineering Striping Reallocate from Restrooms Reallocate from E Geneva Proj Reallocate from E Geneva Proj Reallocate from Beach Cleaner	361,904.00 12,150.00 (100,000.00) (11,904.00) (12,150.00) (9,950.00)	329,144.00 32,760.00 15,600.00 6,500.00 (100,000.00) (11,904.00) (12,150.00) (9,950.00)	

2022 Borrowing
Tracking Projects and Balances

	Earmarked	Items/Actions	Auth'd Spend	Final Cost	Balance
				250,000.00	0.00
Upgrades to Theatre Rd Fields	25,000.00	Grass infield, dugouts, warning track			25,000.00
Remove Old Tennis Courts	30,000.00	Purchase - will have updated quote soon			30,000.00
Remodel Lions Field House	100,000.00	Purchase/install Hand dryers/electric, auto door opener	7,100.00	7,100.00	92,900.00
Three Playgrounds	200,000.00	Baywood Heights Lions Field Bailey Estates Reallocate to Southwick Creek Dredging		42,023.00 78,619.00 56,812.00 8,023.00	
				<u>185,477.00</u>	14,523.00
Streets Repaving	900,000.00	Observatory Place Walworth Avenue Clover Street and Cedar Point Drive Lakewood Trails Contingency and Engineering	91,000.00 166,000.00 180,000.00 <u>\$355,000.00</u>		
			792,000.00		108,000.00
East Geneva Street	1,035,000.00	Reallocate to Southwick Creek Dredging Reallocate to Tennis Courts Reallocate to Tennis Courts Reallocate to Lake Gen Dam Eastbound Rebuild Westbound Widen		176,000.00 11,904.00 12,150.00 75,000.00 822,000.00 <u>46,000.00</u>	
				1,143,054.00	(108,054.00)
Highway 67 North Rebuild	500,000.00	Engineering Share for Parking Lanes Construction	 29,000.00 369,648.00	 29,003.00 <u>420,121.00</u> 449,124.00	 50,876.00

2022 Borrowing
Tracking Projects and Balances

	Earmarked	Items/Actions	Auth'd Spend	Final Cost	Balance
Added Projects					
Lake Geneva Dam Repair	0.00	Assessment	75,000.00		0.00
		Reallocate from E Geneva St.	(75,000.00)		
Southwick Creek Dredging	0.00	Engineering	11,100.00	2,145.00	
		Permits	5,878.00	5,878.00	
		Dredging	160,000.00	160,000.00	
		Hauling	16,000.00	16,000.00	
		Reallocate from E Geneve St Project	(176,000.00)	(176,000.00)	
		Reallocate from Playgrounds Projects	(8,023.00)	(8,023.00)	
				0.00	0.00
Update Beach House	0.00	Construction		15,000.00	
				15,000.00	(15,000.00)
SEWER PROJECTS					
Mainline Sewer Repairs	200,000.00	Sewer Lining	100,000.00	104,547.50	95,452.50
		Visg Sewer Lining 2023	4,547.50		
Hwy 67 North Sewer Rebuild	600,000.00	Engineering/Construction	26,700.00	23,229.00	
		Engineering/Design		28,319.00	
		Construction	280,989.00	317,378.00	
		Core and Main Materials	54,543.00	54,603.00	
				423,529.00	176,471.00
Harris Rd Lift Station	1,000,000.00	Engineering	92,700.00	92,700.00	
		Construction	1,827,000.00	1,827,000.00	1,919,700.00
		Federal Loan (Clean) Zero Principal For	(2,026,050.00)	(2,026,050.00)	
				(106,350.00)	1,106,350.00
Note: "Loan" more accurately line of credit cannot be spent on anything other than this project; Total loan amt is shown, but can only draw for costs not to exceed loan amount. As it currently stands, we could reallocate the \$1 million of the original 2022 borrowed amount as long as project costs turn out as projected. As currently projected, we will spend less than the "loan" by about \$106,000 amount by about \$106,000					
Harris Rd Force Main	1,000,000.00	Engineering	0.00	0.00	1,000,000.00
		Construction			
WATER PROJECTS					
Reactor Cleaning/Repair	200,000.00	Engineering	15,500.00	15,500.00	
		Construction		355,432.00	
		Reallocate from Southwick Creek	(143,000.00)	(143,000.00)	
		Reallocate from Southwick Creek	(27,932.00)	(27,932.00)	
				200,000.00	0.00

2022 Borrowing
Tracking Projects and Balances

	Earmarked	Items/Actions	Auth'd Spend	Final Cost	Balance
State Rd 67 N Water Rebuild	1,000,000.00	Engineering/Construction	26,700.00	30,171.00	
		Construction (Payne & Dolan)	415,776.00	412,227.00	
		Core and Main Materials	243,182.00	240,827.00	
		Engineering/Design	75,324.00	36,781.00	
				<u>720,006.00</u>	279,994.00
Loch Vista Water Main	1,100,000.00	Engineering Construction		0.00	1,100,000.00
Chlorination Improvements (Water Plan incl Corrosion Control)	2,800,000.00	Engineering	205,000.00	205,000.00	
		Construction	3,979,000.00	3,979,000.00	4,184,000.00
		Reallocate to 67 West Engineering	195,000.00	195,000.00	
		Reallocate to Clover St Water Main	23,946.00	23,946.00	
		Federal Loan (Safe) \$860,000 Principal	(4,542,950.00)	(4,542,950.00)	
				<u>(140,004.00)</u>	2,940,004.00
Note: Loan, more accurately line of credit, cannot be spent on anything other than this project and only up to project costs. Total loan amount shown including principal forgiveness but can only draw on the LOC up to project costs. As it currently stands, project costs will be fully covered by the LOC amount. Looked at another way, this means we could reallocate about \$2.8 million to other projects some of which has already been reallocated					
Southwick Creek Realignment	500,000.00	Reallocate to Chlorination Improvement project	143,000.00	143,000.00	
		Reallocate to well 2 Pump Replacement	153,169.00	153,169.00	
		Reallocate to SEWPC Flood Study	42,000.00	42,000.00	
		Reallocate to Well 3 Pump Engineering	18,600.00	18,600.00	
		Reallocate to Southwick Creek Dredging	16,978.00	16,978.00	
		Reallocate to Reactor Cleaning/Repair	27,932.00	27,932.00	
		Reallocate to Clover St Water Main	47,790.00	47,790.00	
		Reallocate to Flood Plain Project	2,000.00	2,000.00	
				<u>451,469.00</u>	48,531.00
Added Projects					
Clover Street Water Main	0.00	Engineering		9,800.00	
		Village Share of Cost		33,436.00	
		Pavement Replacement		28,500.00	
		Reallocate from Chlorination Project	(23,946.00)	(23,946.00)	
		Reallocate from Southwick Creek Realig	(47,790.00)	(47,790.00)	
				<u>0.00</u>	0.00
Well 2 Pump Replacement	0.00	Engineering		9,370.00	
		Construction		153,169.00	
		Reallocated from Southwick Creek Realign		(153,169.00)	
				<u>9,370.00</u>	(9,370.00)
Well 3 Pump Replacement	0.00	Engineering		18,600.00	
		Construction			
		Reallocated from Southwick Creek Realignment		(18,600.00)	
				<u>0.00</u>	0.00

2022 Borrowing
Tracking Projects and Balances

	Earmarked	Items/Actions	Auth'd Spend	Final Cost	Balance
Water Plant Flood Plain	0.00	Engineering	8,000.00	8,000.00	0.00
		SEWRPC Study	28,000.00	36,000.00	
		Reallocate from Southwick Creek Realig	(42,000.00)	(42,000.00)	
		Reallocate from Southwick Creek Realig	(2,000.00)	(2,000.00)	
				0.00	
Highway 67 West Rebuild	0.00	Engineering	195,000.00	195,000.00	0.00
		Reallocate from Chlorination Project	(195,000.00)	(195,000.00)	
				0.00	
Totals		12,135,000.00	4,666,559.50	7,113,406.50	13,193,833.50

ORDINANCE #2024-_____
AN ORDINANCE CREATING SECTION 46-15 AND AMENDING SECTION 128-4
OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY
REGARDING PAYMENT OF DELINQUENT FINANCIAL OBLIGATIONS

WHEREAS, the Village of Williams Bay wishes to ensure that all financial obligations to the Village are paid before a Village license, registration or permit is issued or renewed by the Village; and

WHEREAS, the Village of Williams Bay wishes to ensure that all applicants for a Village license, registration or permit, including those applying for alcohol beverage licenses or permits, are aware of the requirement that they are required to pay their financial obligations to the Village before their application for issuance or renewal of a Village license, registration or permit is granted; and

WHEREAS, the Building, Zoning and Ordinance Committee having recommended to the Village Board the adoption of an ordinance creating Section 46-15 concerning payment of delinquent obligations and amending Section 128-4 to incorporate the restrictions of Section 46-15 into Chapter 128 regulating alcohol beverages; and

WHEREAS, the Village Board having considered the recommendation of the Building, Zoning and Ordinance Committee and having determined that it is appropriate to so create Section 46-15 of the Code of Ordinances and amend Section 128-4 of the Code of Ordinances.

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

Section I. Section 46-15 of the Code of Ordinances of the Village of Williams Bay is hereby created to read as follows:

§ 46-15. Payment of delinquent financial obligations.

A. No license, registration or permit in the Village shall be issued to or renewed for an applicant until all delinquent Village taxes, assessments and forfeitures from Village ordinance violations and all due bills of any Village utility or other billings for Village services are paid in full.

B. The Village Board of the Village shall provide the licensee, registrant or permittee the opportunity for a hearing prior to nonrenewal of a license, permit or registration. The notice to the licensee, registrant or permittee shall be in writing prior to the nonrenewal and state the reasons for the intended action by the Village Board.

Section II. Section 128-4 of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

§128-4. Delinquent financial obligations.

No alcohol beverage or license permit related to alcohol beverages will be issued or renewed for any premises or person which is not in compliance with requirements of §46-15 of this Municipal Code.

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

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

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

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

DRAFT

ORDINANCE #2024-_____
AN ORDINANCE AMENDING SECTION 1.03
OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY

WHEREAS, the Village Board of the Village of Williams Bay wishes to revise the Order of Business outlined in the Village Board Bylaws; and

WHEREAS, the Village Board of the Village of Williams Bay wishes to provide for a procedure to allow the Board to efficiently address matters that are routine and noncontroversial, so as to allow for more time to address matters which require substantial deliberation on the part of the Board; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is in the best interests to adopt the proposed revised Section 1.03 of the Code of Ordinances of the Village of Williams Bay; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is in the best interests, for the efficient operation of the Board, to adopt the proposed Section 1.03(11) of the Code of Ordinances of the Village of Williams Bay to provide for a consent agenda.

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

SECTION I: Section 1.03(4) of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

1.03 VILLAGE BOARD BYLAWS

(D) ORDER OF BUSINESS. The business of the Board shall be transacted in the following order:

- (1) Roll Call
- (2) Reading the minutes of the preceding meeting and approving same if correct, correcting mistakes if any occur.
- (3) Consent Agenda
- (4) Presentation of accounts and petitions
- (5) Plan Commission
- (6) Public Comments. The public may speak on any item that is not included on this agenda as a "Public Hearing or Forum". Anyone who wishes to comment should identify himself or herself and provide their local address. Board

members may discuss any matter raised by the public. However, the Board will refrain from extensive dialogue and should not take action on matters raised by the public during a public comment period. Referrals to committees or staff members might be made. Members may ask the commenter to clarify their remarks. The Board President or the presiding officer will maintain control of the meeting.

(7) President's Remarks

(8) Ordinances and Resolutions

(9) Committee Reports

(10) Public Comments

(11) Miscellaneous. Any Board Member may bring up by motion under "Business Presented by Board Members" a request for an item to be placed as an agenda item on any future Village Board or standing committee agenda. The requesting Board Member shall describe the issue to be considered and may orally present a short explanation of their reasons on why the matter should be taken up. The motion must be seconded. Due to open meetings requirements, there shall be no debate. If such motion passes, then the item shall be taken up at the next regularly scheduled meeting unless specified otherwise in the motion.

(12) Adjournment

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

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

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

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



EDGEWATER PARK USE AND POLICY CONTRACT

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

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

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

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



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

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

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

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

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

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

Indemnification:

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

General Information

Name: Frank Whiting Organization: Yoga Lake Geneva
Address: 99 Cedar Point Dr Williams Bay
Phone: 630-842-4413 Email: info@yogalakegeneva.com
Title of Event: Community Yoga Practice in remembrance of Bill Madhaver
Date(s) requested: 7/7/24 8:30-10:30 am Is event open to public? (circle one) YES NO

Summary of Event including the approximate number of attendees:

Bill ~~was~~ recently passed away. He was one of our most regular yogis and everyone knew him. We will lead a free yoga practice in his memory. If allowable, we will take donations to Lakeland animal shelter, his #1 charity. We will leave the park as we found it.

Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: _____ Email: _____

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



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

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

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

DATED this 16th day of August, 2024

Group or organization Yoga Lake Geneva

Our liability insurance provided by: Alliant Insurance / Lloyds of London
(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

Already on file for yoga on WB beach lease.

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:

Edgewater Park Permit - September 7, 2024

Frank Whiting <info@yogalakegeneva.com>

Fri 8/16/2024 10:11 AM

To:Tina Kolls <clerk@vi.williamsbay.wi.gov>

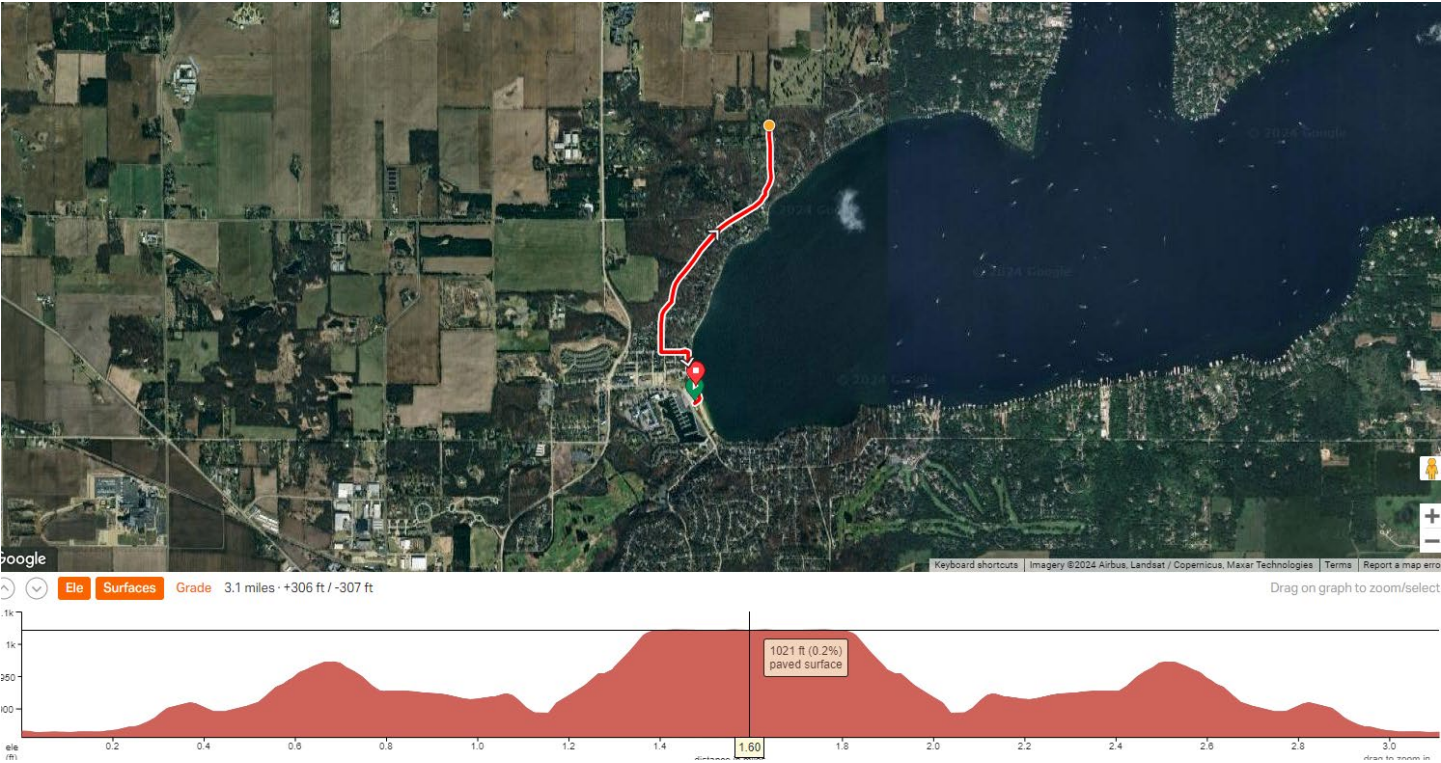
Hi, Tina - following up the application that I completed this morning to use Edgewater Park on 9/7 from 8:30 - 10:30 am for a remembrance community (free) yoga practice for Bill Madlener, I believe Steve Russell had suggested that the Village may be willing to waive the \$ 500 bond for this event. So I am writing to request that the Village consider waiving the bond.

If the Village declined to waive the bond we will post it. Just let me know - we don't have a Yoga Lake Geneva checkbook so I'll have to go to the bank to request the check or request it online (if there is enough time).

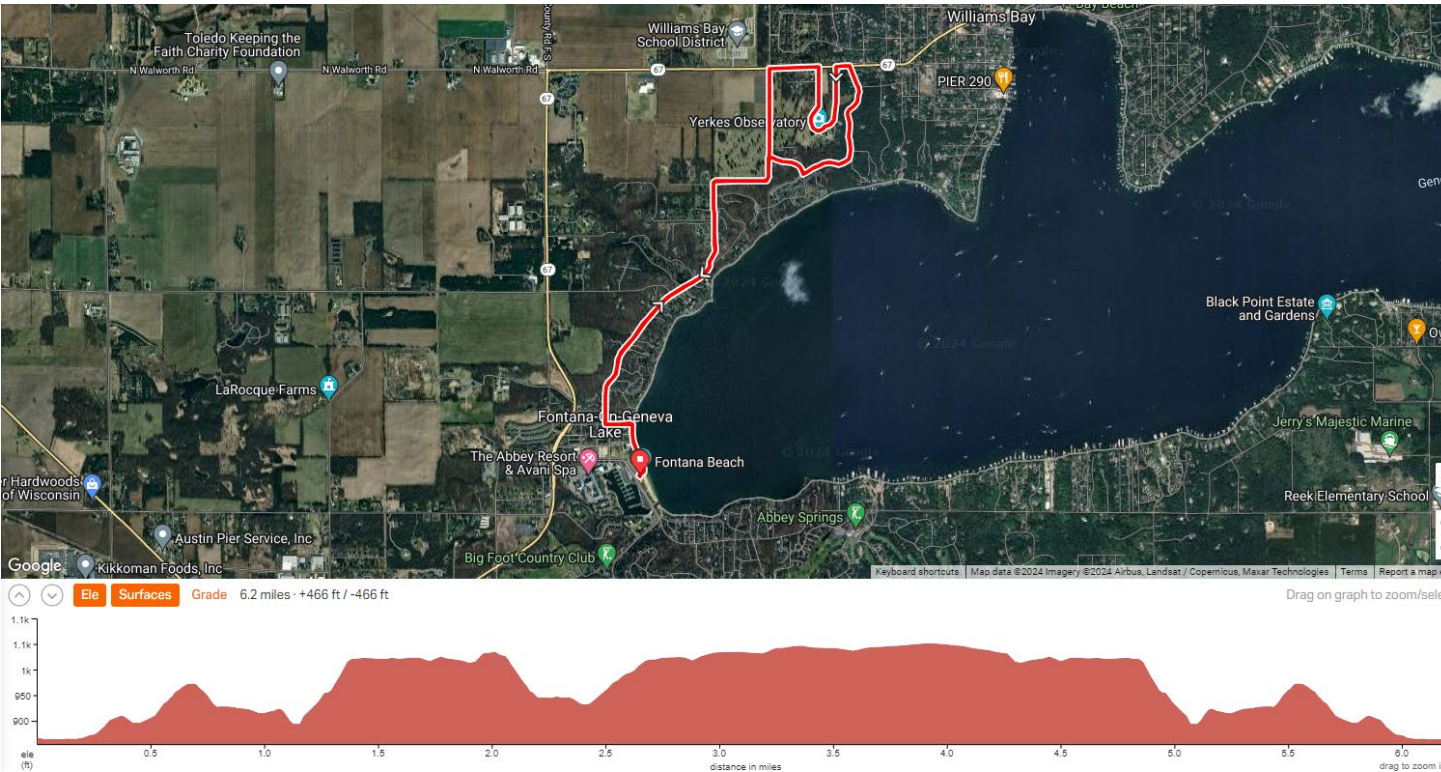
Thank you!

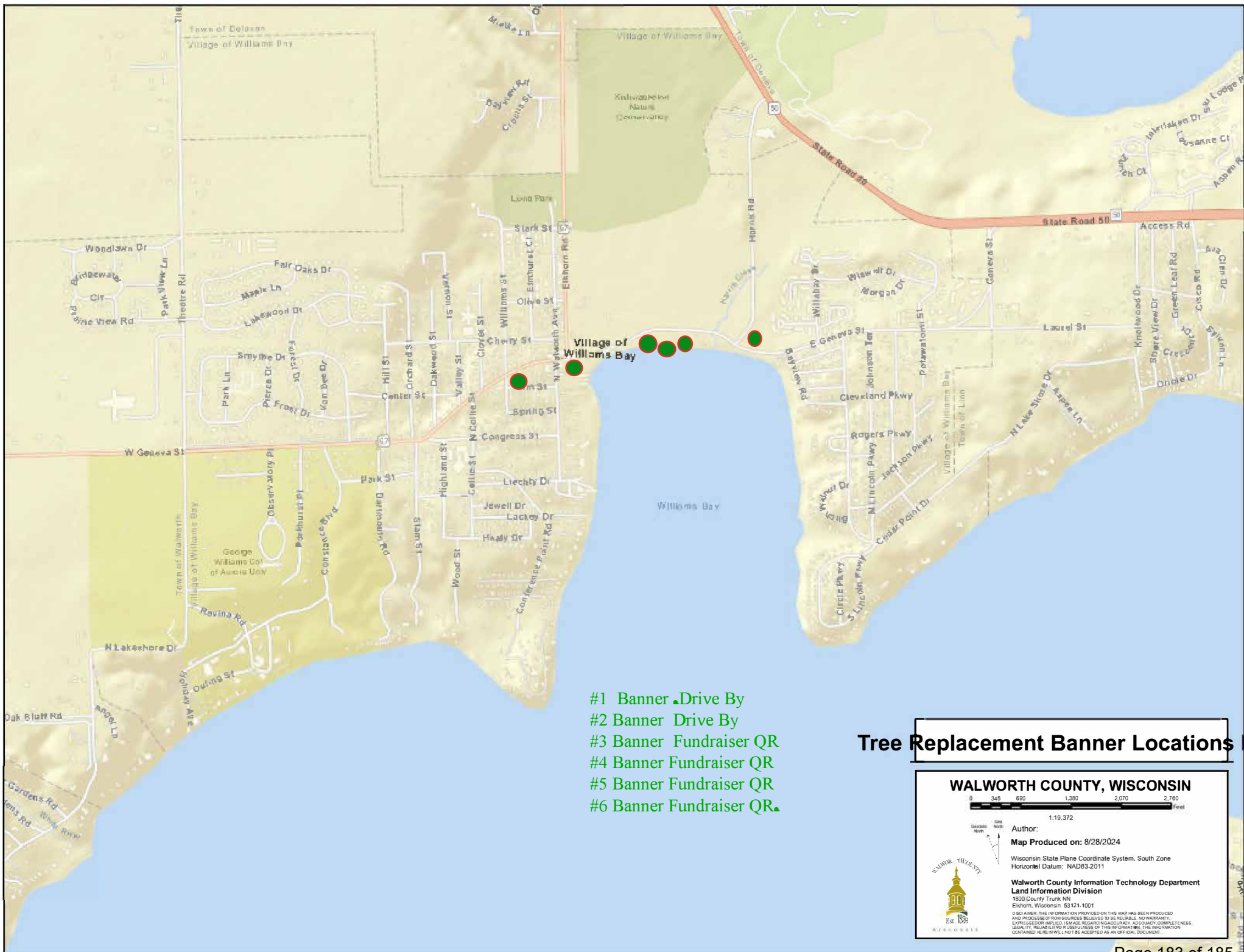
Yoga Lake Geneva
Frank Whiting
+1 630 842 4413
www.yogalakegeneva.com

Sprint Olympic Triathlon Run 3.1 Miles (5K)



Olympic Triathlon Run 6.2 Miles (10K)





HELP REPLANT OUR TREES

www.williamsbay.org

DONATE TODAY



VILLAGE OF WILLIAMS BAY
TREE ENHANCEMENT COMMITTEE



HELP REPLANT OUR FUTURE

HELP REPLACE THE TREES AFFECTED BY THE TORNADO

Join us in making a difference! We are excited to announce our tree-planting initiative and encourage you to participate in this meaningful endeavor. Together, we can combat the destruction from the 2024 tornado restoring our beautiful Williams Bay landscape.

DONATE TODAY



HERE'S WHAT WILL WE DO:

- Restore Our Landscape
- Plant Trees
- Watering Newly Planted Trees

**VILLAGE OF WILLIAMS BAY
TREE ENHANCEMENT COMMITTEE**

