



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org Phone:
262-245-2700 | Fax: 262-245-2705

NOTICE

COMMITTEE MEETINGS

WEDNESDAY, JULY 14, 2021 AT 6:30 PM
VILLAGE HALL COUNCIL ROOM

AGENDA

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

- I. Parks & Lakefront Committee – D'Alessandro, Stanek, Wright**
 - a. Call to Order
 - b. Roll Call
 - c. Parks & Lakefront Committee Meeting Minutes of June 16, 2021
 - d. Request from Boat Slip Lessee
 - e. Update on Kayak/Paddleboard Rentals
 - f. Adjourn
- II. Streets & Highways Committee – Stanek, Umans, Vlach**
 - a. Call to Order
 - b. Roll Call
 - c. Streets & Highways Committee Meeting Minutes of June 16, 2021
 - d. 2021 Street Improvement discussion and possible payment
 - e. Revised Development Agreement for 415 Grandview Avenue
 - f. Cedar Point Crosswalk
 - g. Adjourn
- III. Building, Zoning & Ordinance Committee – Wright, Vlach, Parker**
 - a. Call to Order
 - b. Roll Call
 - c. Building, Zoning & Ordinance Committee Meeting Minutes of June 16, 2021
 - d. Codification Update
 - e. Ordinance 2021-08 Regulate Sale of Cigarettes and other Tobacco Products
 - f. Resolution R-8-21 Amending Fee Schedule
 - g. Comprehensive Plan Update
 - h. Adjourn

IV. Protective Services Committee – Vlach, Umans, D'Alessandro

- a. Call to Order
- b. Roll Call
- c. Protective Services Committee Meeting Minutes of June 10, 2021
- d. Protective Services Committee Meeting Minutes of June 16, 2021
- e. Williams Bay Lions Club Temporary Class "B" and "Class B" Retailer's License for August 13 - August 15 2021
- f. Monthly Activity Overview
- g. Chief's Report
- h. Adjourn

V. Finance & Personnel Committee – Parker, D'Alessandro, Wright

- a. Call to Order
- b. Roll Call
- c. Finance & Personnel Committee Meeting Minutes of June 15, 2021
- d. Finance & Personnel Committee Meeting Minutes of June 16, 2021
- e. Finance & Personnel Committee Meeting Minutes of June 21, 2021
- f. Walworth County Clean Sweep Program Donation
- g. EMS Lift
- h. Assessment Revaluation 2022
- i. IT Contract with Velocity Solutions
- j. Comprehensive Plan Contract
- k. Adjourn

VI. Water & Sewer Committee – Umans, Parker, Stanek

- a. Call to Order
- b. Roll Call
- c. Water & Sewer Committee Meeting Minutes of June 15, 2021
- d. Water & Sewer Committee Meeting Minutes of June 16, 2021
- e. Water & Sewer Committee Meeting Minutes of June 21, 2021
- f. DNR Correspondence- Corrosion Control Treatment Determination
- g. Capital Improvement List
- h. Cross Connections
- i. Adjourn

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.



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org
Phone: 262-245-2700 | Fax: 262-245-2705

UNOFFICIAL MINUTES PARKS AND LAKEFRONT COMMITTEE WEDNESDAY, JUNE 16, 2021 AT 6:30 PM VIA ZOOM WEBINAR

Call to Order

Meeting was called to order by Chairman D'Alessandro at 6:54pm

Roll Call

Present: Trustees D'Alessandro and Wright

Excused: Trustee Stanek

Also Present: President Duncan, Trustees Parker, Vlach and Umans, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards and Police Chief Timm.

Meeting Minutes

Wright/D'Alessandro motion to approve meeting minutes of May 12, 2021 and June 7, 2021. Unanimously carried.

Geocaching Request

The Committee reviewed a request from Deb Soplanda to allow the WBHS History Club to place a geocache on Village property. The group is a part of the National Geocache Organization who needs to approve the site. If they don't approve it, they will remove the cache. Wright/D'Alessandro motion to recommend Village Board approval of the WBHS geocache request. Unanimously carried.

Williams Bay Fire Art and Craft Fest – Edgewater Park Use and Policy Contract for July 23rd – July 25th

Wright/D'Alessandro motion to recommend Village Board approval of the Williams Bay Fire Art and Craft Fest – Edgewater Park Use and Policy Contract for July 23rd – July 25th. Unanimously carried.

Williams Bay Fire Department Chicken Roast – Edgewater Park Use and Policy Contract for July 15th – July 18th

Wright/D'Alessandro motion to recommend Village Board approval of Williams Bay Fire Department Chicken Roast – Edgewater Park Use and Policy Contract for July 15th – July 18th. Unanimously carried.

Your Beautiful Life activity in Edgewater Park

D'Alessandro informed the Committee that Sandy Wolff, owner of Healing Arts & Education Center will be offering to hold free reiki sessions at Edgewater Park in the mornings.

Adjourn

Wright/D'Alessandro motion to adjourn at 6:36pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

Ellen Flanagan
12 Wildwood Ct.
Williams Bay, WI 53191
[REDACTED]

July 6, 2021

Dear Village Board Members,

As a 30+ year resident of Williams Bay and a boat slip waiting list hanger-on for about as long, I was very happy to receive a call notifying me that a slip was available. Village Clerk Jackie Pankau was so helpful answering my questions and explaining the boat slip lease process. As I understand, one of the terms for a slip lease is that a boat, registered in my name, be stationed in the slip within 30 days of lease signing. I signed the lease July 1, so July 30th will mark the term. This timeline has proved challenging for me for reasons outlined below and I'm writing to request an extension.

When I began looking into available new and used boats, preferably a pontoon, I quickly found out that boat inventory is very low in general. Unfortunately for me, it appears the pandemic has caused a surge in both boat and second home purchases among other pandemic safe activities. Add to that, a search mid-to-late boat season and it furthers the inventory challenge.

Several people I know who have recently purchased a boat said it took several months for delivery. For example, my Williams Bay neighbors purchased a new boat in February 2021 and they are still waiting for a delivery date. Used boats of a certain quality are equally hard to come by at this time and the boats that do come on the market are gone within hours. My daughter experienced the same challenge purchasing wave runners this past winter; as soon as they were listed, they were spoken for. Eventually, she was able to make a purchase but she wasn't under the time restriction.

I appreciate that others on the wait list may have boats in storage, on a buoy etc... But as an 80 year old widower that has not been an option for me. My family and I have rented boats over the years but I have held off on purchasing one until I had a slip. I have been patiently waiting for this opportunity and I hope that you, too, will be patient with my efforts to obtain a boat to enjoy Williams Bay/Lake Geneva from the water.

An extension until opening season 2022 would be ideal given that we are well into summer season. I am willing to pay the full season rate to secure the slip in the event my search and/or delivery takes longer than the remaining 2021 boat season. I welcome an opportunity for a conversation about this and look forward to hearing your thoughts on an extension of the 30 day term.

Thank you for your kind consideration of this request.

Sincerely,



Ellen Flanagan



williamsbay.org

VILLAGE OF WILLIAMS BAY

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

2021 BOAT SLIP LEASE AGREEMENT

THIS INDENTURE made this **1st day of April 2021**, by and between the Village of Williams bay (herein referred to as "Lessor") and **«First_Name» «Last_Name»**, whose residential street address in the Village of Williams Bay is **«Village_Address»** (herein referred to as "Lessee").

WITNESSETH:

1. **Lease.** Lessor leases to Lessee a specified boat slip on a Village owned pier, more specifically, being identified as slip number **«Space» «AutoMergeField»**, such slip being located on a village owned piers. This lease is for a term of one (1) summer season commencing on the first date of the summer season, or on the date of this lease if after such date and terminating October 31, 2021, at 12:00 noon. A summer season is defined for 2021, as commencing when the piers are installed in Geneva Lake annually in the spring and after the piers are painted by the Village and ending when the municipal piers are removed from Geneva Lake in the fall, or October 31st at 12:00 noon, whichever first occurs annually. Lessee agrees to remove his/her boat prior to the end of each summer season. Lessor is not responsible for boats not removed annually at the end of the summer season.
2. **Rent.** Lessee agrees to pay to Lessor as rent for the slip identified above the total sum in advance as stated in Schedule A attached hereto and made part of this Lease. All such rent payments shall be made payable to and delivered to the Village of Williams Bay Treasurer whose address is P.O. Box 580, Williams Bay, Wisconsin 53191 with 2 attachments: **copy of current Wisconsin boat registration card and this signed lease.**
3. **Use of Slip.** Lessee agrees to use the leased slip for the purpose of securing watercraft registered to the Lessee in the State of Wisconsin. **A copy of the current Wisconsin registration must be sent in with the annual lease payment.** Lessee also agrees not to engage in any unlawful activity on or around the leased slip and to comply with all Village Ordinances and Resolutions at all times. Lessee agrees to comply with all *Conditions for Use* as stated in Schedule B, and *Tie Down Instructions* as stated in Schedule C", attached hereto and made part of this lease. No watercraft larger than 18 feet will be allowed to use the leased slip on any slip at the Village owned pier. No watercraft larger than 21 feet will be allowed to use the leased slip on slips numbered one (1) through thirteen (13) (inclusive) on the East pier and numbered fourteen (14) through twenty-six (26) (inclusive) on the West pier. No watercraft larger than 23 feet will be allowed to use the leased slip on slips numbered one (1) through thirteen (13) (inclusive) on the West pier and numbered fourteen (14) through twenty-six (26) (inclusive) on the East pier. No watercraft larger than 24 feet will be allowed to use the leased slip on slips numbered twenty-seven (27) through thirty-nine (39) (inclusive) on either the East or West piers. Length over-all includes all attachments or appurtenances to said watercraft. In all cases watercraft, must be able to fit into the slip without causing damage thereto. Personal watercraft such as jet-skis, wave-runners and the like are not permitted. Lessee shall not assign this Lease, or sublet or grant any concessions or license to use the slip or any part thereof to anyone. The slip shall be available upon commencement of the summer season on the year(s) covered by this Lease and said slip shall be vacated no later than October 31

at noon of each year covered by this lease. Any and all damages to said slip other than normal wear and tear are the responsibility of the Lessee. The Lessee agrees to, in the event of damage to said slip, promptly pay for the cost of repair of said slip. Such repairs shall be performed by the Lessor and costs incurred for said repair will be billed to the Lessee. Prompt payment means payment within 30 days of the billing date. The leased slip shall not lie dormant (with no boat in the leased slip) for more than thirty (30) days per summer season without Lessee receiving prior written permission from Lessor. Lessee's failure to secure prior written permission will result in the Lessee surrendering their leased slip in accordance with section eight of this lease.

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

9. Voluntary Termination by Lessee. In the event Lessee desires to terminate this Lease and surrender the slip prior to the expiration of the term of this Lease, all rentals paid shall not be refundable.
10. Surrender of Slip. At the expiration of the Lease term, Lessee shall quit and surrender the leased slip in as good a state and condition as it was in at the commencement of this Lease, reasonable use and wear excepted.
11. Option to Renew. A resident existing Lessee has a first right of refusal for entry into a new Lease for succeeding terms providing such Lessee continues to be a resident and their boat is in their name on the registration. Lessor retains the right to modify the terms and conditions including the rental amounts in its offer of renewal. All renewals will be made in accordance with the current policy resolution of the Village Board concerning such renewals.
12. Total Agreement. This Lease includes the provisions of the current policy resolution of the Village Board which are incorporated herein by reference. In the event of a conflict between the provisions of this Lease and the written policy resolution, the provisions of the written policy resolution shall control.
13. Applicable Law. This Lease agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
14. Severability. Should any section of this Lease be held unlawful, unconstitutional, or otherwise invalid, all remaining terms of said Lease shall remain in force.
15. I have read and understand I will adhere to all terms and conditions of the 2021 Boat Slip Lease Agreement as well as Schedule A, *Schedule of Prices for 2021*, Schedule B, *Conditions for Use*, and Schedule C, *Tie Down Instructions*.

VILLAGE OF WILLIAMS BAY

SLIP HOLDER

Village President _____

Lessee _____

Village Clerk _____

Lessee _____

Slip Holder Information

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

Name «First_Name» «Last_Name» _____	Slip Number «Space» «AutoMergeField» _____
	Make _____
Mailing Address _____	Length _____
	Wisconsin Registration # _____
Village Address «Village_Address» _____	email _____
Best phone _____	Optional phone _____

SCHEDULE A Schedule of Prices for 2021

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

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

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

SCHEDULE B

Conditions for Use

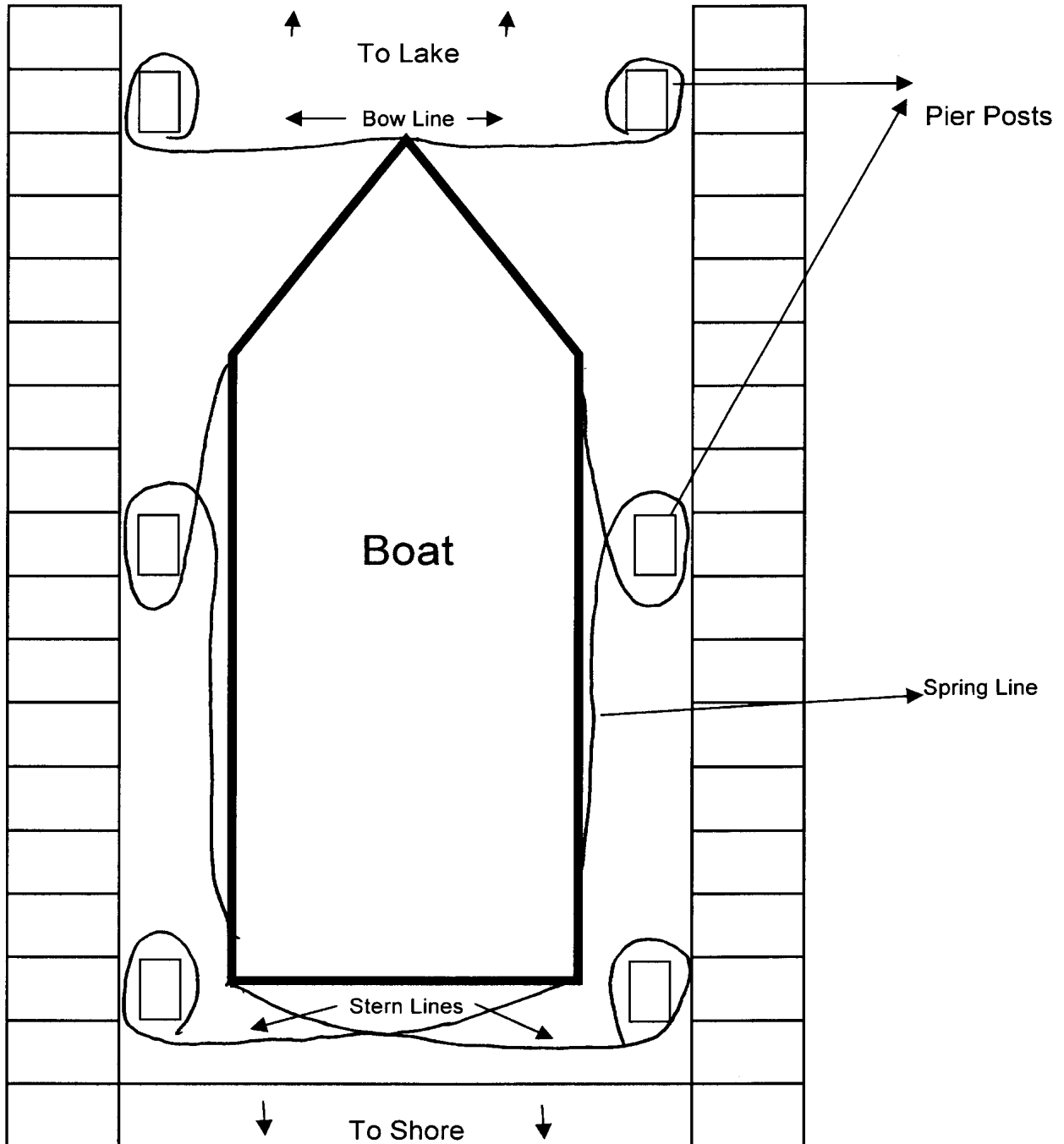
Each person that leases a ramp or slip shall obey the following regulations.

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

SCHEDULE C

Tie Down Instructions

Tie-down instructions not applicable to ramp lessees.



Updated as of July 8, 2021

We have seen some great business when the weather is cooperating. We have had 37 possible rental dates with 9 of them being rained out or being too windy for rentals. In the 28 days that we have been open we have rented 211 rentals. That comes out to an average of 7.5 rentals a day. We projected to be averaging around 5 rentals a day but have exceeded those goals. Even if you count the rain outs and windy days we are still averaging 5.7 rentals a day. In our projections we had listed the two hour rates. We have found out the majority of the rentals have been at the one hour rate. 90% of the rentals have been at the one hour rate. This will hurt the overall revenue line but I think we will still get close to our projections.

We have rented to 96 residents and 115 non residents. We have had renters come from 8 different states with the majority of non-residents coming in from Illinois. When we first started planning this we thought we would see more renters from other Wisconsin cities but we have seen more people traveling from Illinois to rent our equipment. The majority of resident usage is during weekdays and non-residents renting on the weekends. Our reservations come in between 8:00am-11:00am and most of the time walk-ins come in after 12:00pm.

The rental breakdown comes in at 68 single kayak rentals, 34 tandem kayak rentals and 109 stand up paddle rentals. We have seen a pretty even rental rate between kayak rentals and stand up paddle rentals. On the hot days most renters use our stand up paddle rentals. On the mild days our renters take advantage of our kayak rentals.

In our first 28 days of business the Recreation Department has brought in \$3,808.44 in Kayak and Stand Up Paddle Board Rentals. I think we can hit our goals for final revenue numbers by the end of September. We had a very cold May but I think the summer weekends will make up for the missed revenues in May.

I believe we are also providing something to this community that they have never experienced before. On Wednesday we had a kayak rental that was used by a resident of Williams Bay for more than 70 years. The renter was a senior citizen that had never used a kayak before. They were able to kayak to their old house on the lake and brought back some great memories while letting them experience the joys of kayaking. We also help with foot traffic when non-residents come to visit. We have a central location where many visitors and residents have stopped in to get help. We are averaging 10 people a day during the week that come into the office to ask questions about Williams Bay and the Lakefront. On the weekends we are averaging 22 people a day that come into our office.



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org
Phone: 262-245-2700 | Fax: 262-245-2705

UNOFFICIAL MINUTES STREETS AND HIGHWAYS COMMITTEE WEDNESDAY, JUNE 16, 2021 AT 6:30 PM VIA TELECONFERENCE

Call to Order

Meeting was called to order by Trustee Vlach at 8:30pm.

Roll Call

Trustees Vlach and Umans

Excused: Trustee Stanek

Also Present: President Duncan, Trustees D'Alessandro, Parker, Wright, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards and Police Chief Timm.

Meeting Minutes

Umans/Vlach motion to approve meeting minutes of May 12, 2021 and June 9, 2021. Unanimously carried.

Adjourn

Umans/Vlach motion to adjourn at 8:31pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

AMENDED DEVELOPMENT AGREEMENT FOR PAVING OF GRANDVIEW AVENUE

This Agreement is made this _____ day of _____, 2021 between the Village of Williams Bay, a municipal corporation of the State of Wisconsin located in Walworth County (Village), and Michael O'Brien and Anita O'Brien (Owner).

WHEREAS, Owner and Village entered into a Development Agreement for the paving of Grandview Avenue by agreement dated January 18, 2021; and

WHEREAS, Owner is requesting that the portion of Grandview Avenue to be paved be reduced and the Village is willing to accommodate that request; and

WHEREAS, Owner is the owner of land in the Village located at 415 Grandview Avenue, Williams Bay, Wisconsin (Property); and

WHEREAS, Owner wishes to pave that portion of Grandview Avenue beginning at its intersection with North Shore Drive to a point approximately 605 feet to the east thereof, as more specifically described in the Service Proposal of Hastings Asphalt Services, Inc. attached hereto as Exhibit A-2; and

WHEREAS, Owner is willing to pay the cost of the paving of Grandview Avenue; and

WHEREAS, the Village is willing to permit the paving of the above-described portion of Grandview Avenue pursuant to the terms of Exhibit A-2 and the terms of this Agreement.

NOW, THEREFORE, it is agreed between the Village and Owner as follows:

I. Paving of Grandview Avenue

Owner agrees to cause the paving of that portion of Grandview Avenue beginning at its intersection with North Shore Drive and continuing east for approximately 605 feet, all as set forth in the attached Exhibit A-2.

- A. The paving shall consist of 3 inches of asphalt after compaction in the widths as described in Exhibit A-2.
- B. The paving shall be subject to final inspection and approval of the Village Public Works Director to determine that it is safe for use by the public.

II. Dedication/Security

Subject to all other provisions of this Agreement, Owner shall, upon completion of the paving, convey and dedicate the paving to the Village free and clear of any and all encumbrances. Further, Owner agrees to file with the Village a certified check or other cash equivalent prior to the commencement of paving in the amount of \$19,000.00. No paving shall commence until such security is on file with the Village. Dedication shall not constitute acceptance of the paving by the Village. The paving will be accepted by the Village by separate resolution after the issuance of an appropriate letter of acceptance by the Village Engineer. The Village agrees to accept or reject the paving within forty-five (45) days after it is dedicated to the Village unless otherwise mutually agreed. After acceptance of the paving, the Village shall assume responsibility for the plowing of snow and general maintenance of the paved surface of Grandview Avenue.

If at any time Owner is in default of any aspect of this Agreement or has not completed the paving of Grandview Avenue within one year from the Village's acceptance of the security, or the security on file is stated to expire within 60 days and has not been extended, renewed or replaced, Owner shall be deemed in violation of this Agreement and the Village shall have authority to draw upon the security. In the event the Village is unable to draw upon the security, in whole or in part, the Village shall provide written notice to Owner who shall have 72 hours to remedy the violation. Failure to remedy the violation shall result in the Village having the power, in addition to its other remedies, without notice or hearing, to impose a special assessment in the amount of the cost of completion of the paving upon the Property payable in the next succeeding tax roll. The Village will not release the security until the Village approves the paving.

III. Reimbursement of Village Costs

Owner agrees to reimburse the Village for any costs incurred by the Village for legal expenses in connection with this Agreement. Legal costs shall be based on the statements of the Village Attorney with no overhead added by the Village.

IV. General Indemnity

Owner shall indemnify and save harmless the Village, its officers, agents, independent contractors and employees and shall defend same from and against any and all liability, claims, losses, damages, interests, actions, suits, judgments, costs, expenses and attorney's fees and the like to whomever owed and by whomever and whenever brought or maintained that result from or arise in the cause of, out of, or as a result of, the acts or omissions of Owner or their contractors in the performance of this Agreement.

V. General Conditions

All provisions of the Village's ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as if set forth in full herein. This Agreement and all work and improvements shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances. This Agreement shall supersede the Agreement entered into between Owner and Village dated January 18, 2021.

IN WITNESS WHEREOF, Owner has caused this Agreement to be signed this _____ day of _____, 2021.

Michael O'Brien

Anita O'Brien

Subscribed and sworn to before me this _____ day of _____, 2021

Notary Public, _____ County, _____
My commission expires: _____

Accepted pursuant to resolution adopted by the Village Board of the Village of Williams Bay
this _____ day of _____, 2021.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, Village President

ATTEST

By: _____
Jackelyn Pankau, Clerk

Subscribed and sworn to before me this
_____ day of _____, 2021

Notary Public, Walworth County, Wisconsin
My commission expires: _____



ASPHALT SERVICES INC
P.O. Box 87, Harvard, IL 60033
Phone (815) 648-9099 • Fax (815) 648-9069
www.hastingsasphaltservices.com

Service Proposal

Please remit signed contract to:
P.O. Box 87, Harvard, IL 60033
Or Fax to 815-648-9069

7/6/2021

Company Name Bayside Properties		Payment Terms Due on receipt	Date of Inspection 1-29-21	Date of Contract	Representative
First Name Mike	Last Name O'Brien	Email Address mikeobrien1017@gmail.com			Fax #
Billing Address 402 Lakewood Dr		Billing City, State, Zip Williams Bay, WI 53191	Phone (262) 812-6600	Alternate Name and Phone	
Job Name 415 Grandview Ave sq ft deduct - 51867		Job Address 415 Grandview Ave		Job City, State Williams Bay, WI	

Previously Sealed: n/a

Deterioration Stage: n/a

Crack Fill Approx. Ft. n/a

Paving Approx. Sq. Ft. 6115

Sealcoat Approx. Sq. Ft. n/a

Item	Quantity	Rate	Amount
Hot Mix Asphalt	1	\$15,470.950	\$15,470.95

ONE-YEAR WARRANTY

Hastings guarantees all materials and workmanship, except that is applied to cracks, for a period of one year from the date of completion provided Hastings has been made aware within 30 days from date of service. This does not include base damage incurred by expansion, contraction, shifting of earth or any other natural causes.

*** Due to unpredictable weather, sealcoat is not warranted if applied after October 15. ***

Job Description and Instructions

ASPHALT PAVING OVER GRAVEL: approx. (6115 sq ft)

1. Add additional CA-6 stone as needed for leveling. (up to 12 tons)
2. Grade and compact aggregate base.
3. Saw cut edge of adjacent asphalt to provide a clean seam. Remove and dispose of 9 ft x 10 ft section of asphalt where new drive will meet old.
4. Pave with Class I surface mix hot asphalt compacted to 3" depth.
5. We recommend spraying vegetation sterilizer over area to pave prior to job start to prevent any plant growth through the new pavement. Weed spraying will have to be done by others.
6. Grade must have at least a 1% positive pitch to assure there will be no water ponding. We can not guarantee against ponding if sufficient pitch can not be achieved.
7. 30% non refundable deposit due at signing. Remaining balance due at completion of paving.
8. Pavement removed greater than 4", or other unexpected, underlying concrete, soft base, etc. will be subject to additional charge.

* West 350 ft paved at 11 ft width. East 300 ft paved at 9 ft width.

** Reduced size of paving - approx. 585 sq ft **

Balance to be paid in full upon completion of proposed work.

TOTAL PRICE

Total Due: \$15,470.95

An optional, 2nd coat of sealer can be applied for an additional \$ n/a

Purchaser shall pay upon demand all Hastings costs, charges and expenses including reasonable fees of attorneys, agents and others retained by Hastings, incurred in enforcing any of the obligations of the Purchaser under this contract or in any litigation, negotiation or transaction in which Hastings shall, without fault, become involved through or on account of this contract. Returned checks will result in a \$50.00 fee plus the original amount of the check. Payment recieved after 30 days of completion is subject to a \$29.00 late fee or 1.5% per month of the total bill - whichever is higher.

Residential customers are asked to pay in full at time of service or a \$10.00 processing fee will be added to invoice.

PURCHASER WILL OBTAIN ANY NECESSARY PERMITS PRIOR TO THE START OF THE JOB.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Should I decide to cancel this contract for any reason, I will be subject to a 30% cancellation fee.

Grand View Avenue Improvement

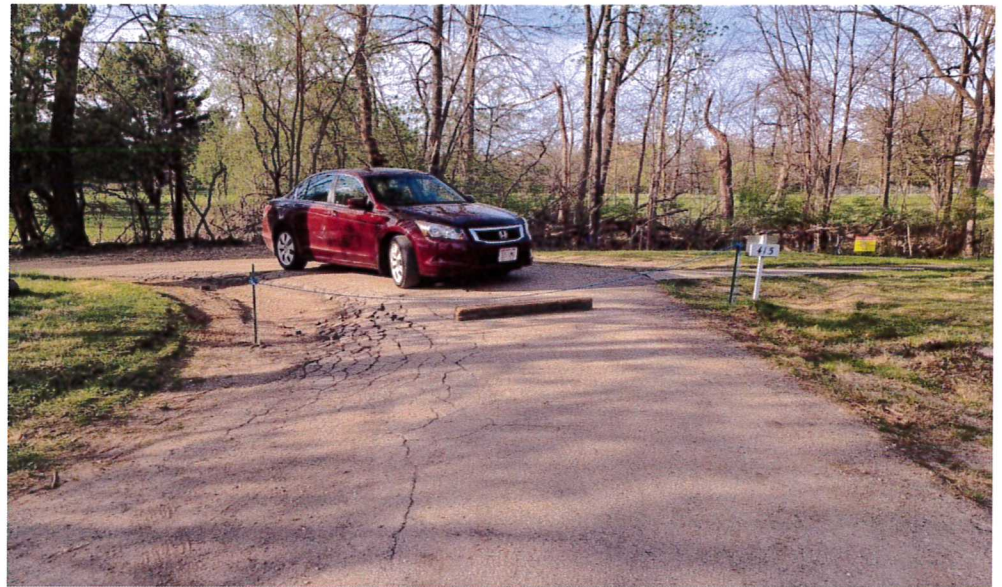
Proposed amendment to current developer's agreement

6/22/2021

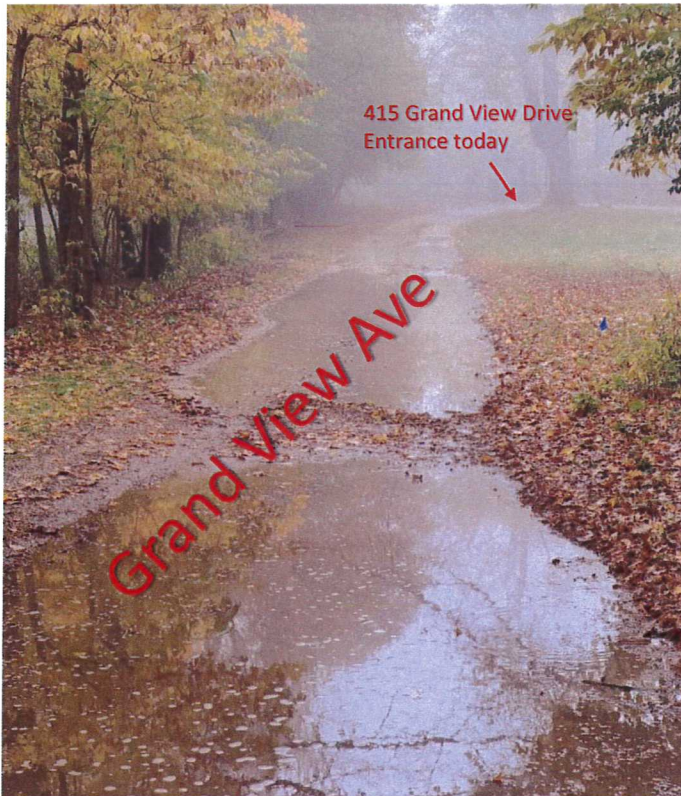
Current State



- Old driveway at end of Grandview Ave.
- Gravel road terminated into driveway
- Driveway asphalt has been removed

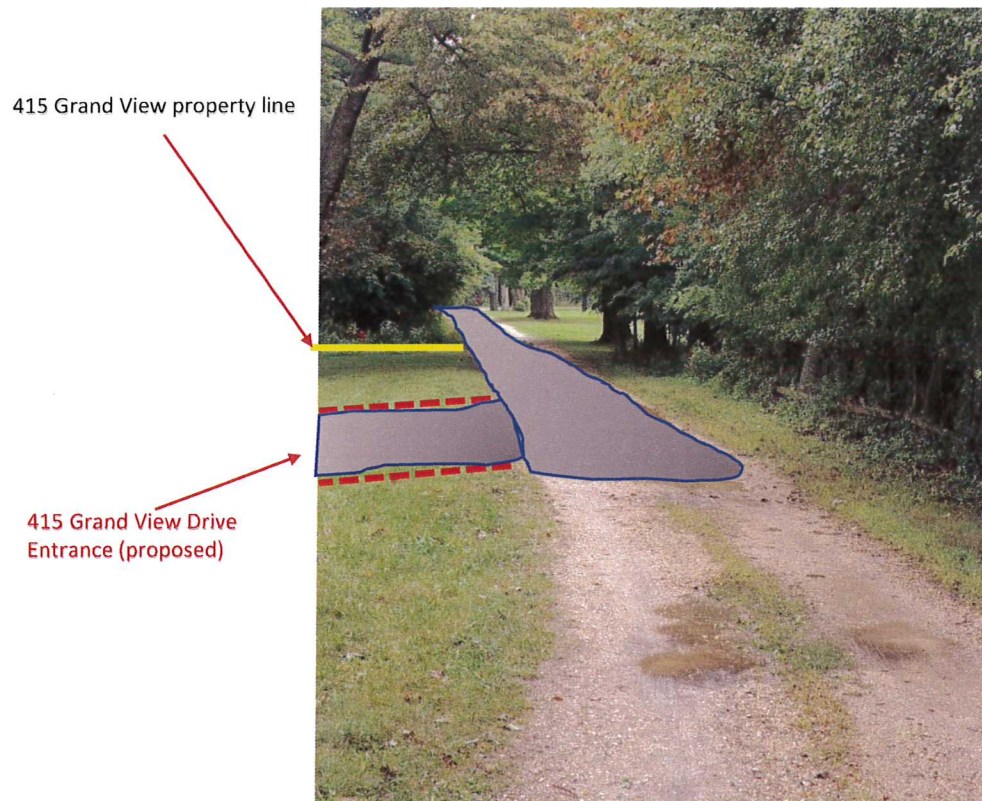


Current State



- Grand View Avenue ends, and 415 Grand View drive starts continuously
- Developers' agreement currently calls for full length of Grand View Avenue to be paved from North Shore Rd all the way to driveway entrance

Proposed Amendment and Option



1. Move driveway entrance from end of Grand View ave to middle of property
2. Adjust developer's agreement to Pave from North Shore to proposed new Driveway location. This would shorten paving by ~ 50-60 feet.
3. OPTIONAL – Village of Williams Bay abandons Grand View Avenue from property line moving east

Considerations

- Village is responsible today for plowing and maintenance of Grand View Ave
- Shortening the paved portion of road saves cost now and in future, and would allow for snow removal to accumulate at end of street vs at top of driveway
- Add sign at corner of North Shore and Grand View for “No Outlet”
- If abandoning the small portion of Grand View Ave:
 - O’Brien’s take responsibility for snow removal and maintenance for portion bordering property at 415 Grand View
 - Reduce / avoid nuisance traffic and access to Yerkes Future Foundation grounds
 - Can add a sign for “Private Drive” at entrance of property
- Note: we are seeking to complete road and drive paving in late August or September which requires fast response to schedule services



CEDAR POINT PARK ASSOCIATION

Incorporated

P.O. Box 490, WILLIAMS BAY, WISCONSIN 53191

Fax: (262)245-5996 mail@cedarpointpark.org

June 27, 2021

Mr. Matt Stanek, Chair
Streets & Highways Committee
Village of Williams Bay
250 Williams Street
PO Box 580
Williams Bay, WI 53191

RE: Cedar Point Park Association request for installing a
Crosswalk over Cedar Point Drive in one or more places

Dear Sir:

At a recent meeting of our Board of Directors, I was asked to write a letter to the Village about a re-visit of a request we made in September, 2018. At that time, we asked the Village to look into, and to install a crosswalk over Cedar Point Drive at the intersection of Rogers Parkway to Oak Birch Drive. This was of particular importance since many autos and trucks speed along this road and many members and their children, use the route to walk to and from our Parks 4 and 5 and the post office boxes located there.

Unfortunately, there was no action taken by the Village because we learned too late, that the Village meeting on this matter was not attended by any member of our Association who could speak to this need. We are also concerned about other locations along the road that could use a crosswalk. Since speeding is an on-going issue, our Board now feels that several crosswalks along this route would deter speeding and it would be greatly appreciated by our membership in the interests of our safety concerns.

Please contact us when you are able to do so, about how we can work together to obtain these crosswalks. Thank you for your cooperation.

Very truly yours,

Jean Feehan, Legal Committee Chair
jeanfeehan11@gmail.com

cc: CPPA Board of Directors
Mr. William Duncan, Village President ✓



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org
Phone: 262-245-2700 | Fax: 262-245-2705

UNOFFICIAL MINUTES BUILDING, ZONING AND ORDINANCE COMMITTEE WEDNESDAY, JUNE 16, 2021 AT 6:30 PM VIA TELECONFERENCE

Call to Order

Meeting was called to order by Chairman Wright at 7:43pm

Roll Call

Trustees Wright, Parker, and Vlach

Also Present: President Duncan, Trustee D'Alessandro and Umans, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards and Police Chief Timm.

Meeting Minutes

Parker/Vlach motion to approve the meeting minutes from May 12, 2021. Unanimously carried.

Comprehensive Plan

Wright discussed the Comprehensive Plan 10-year Update proposal from Vandewalle & Associates. It was the consensus of the Committee to move forward with the Standard update plan in the amount of \$45,000 to start as soon as possible. Peternell stated that \$50,000 was included in the 2021 budget for this project. Parker/Vlach motion to recommend Village Board approval of the Standard 10-year update plan in the amount of \$45,000. Unanimously carried.

Ordinance 2021-05 An Ordinance Creating Section 10.11(2)(c) of the Code of Ordinances of the Village of Williams Bay.

Tobin stated that due to the dry conditions the Fire Chief has requested to enact a burn ban within the Village. Upon review of the code it was found that this is not addressed to give the Village President or the Fire Chief authority to enact a burn ban. The Committee discussed the draft ordinance and recommending adding language to state that the Village President can enact a burn ban upon the recommendation of the Fire Chief. Parker/Vlach motion to recommend Village Board approval of Ordinance 2021-05 with recommended changes. Unanimously carried.

Ordinance 2021-06 An Ordinance Creating Section 2.12 of the Code of Ordinances of the Village of Williams Bay.

Tobin stated this ordinance will adopt the Capitalization Policy as discussed by Finance & Personnel Committee and recommend by the auditors. Parker/Vlach motion to recommend Village Board approval of Ordinance 2021-06. Unanimously carried.

Ordinance 2021-07 An Ordinance renumbering Section 7.045(5) through (8) and creating Section 7.045(5) of the Code of Ordinances of the Village of Williams Bay.

Tobin stated that the tree permit requires homeowners to replace trees that are removed or provide a donation to KNC. This ordinance is to include the donation to KNC in the code. Vlach/Parker motion to recommend Village Board approval of Ordinance 2021-07. Unanimously carried.

Adjourn

Vlach/Parker motion to adjourn at 8:14pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the BZO Committee



MEMORANDUM

DATE: JULY 14, 2021
TO: BUILDING, ZONING & ORDINANCE COMMITTEE
FROM: LOWELL WRIGHT, VILLAGE TRUSTEE/BZO CHAIRPERSON
RE: CODIFICATION UPDATE

July 16, 2021

TO: Building, Zoning and Ordinances Committee

RE: Codification Project -- Status and Important Next Steps

We're at the start of the process of adopting a revised, updated Code of Ordinances for the Village. The purpose of this somewhat lengthy memo is to provide some background on the project and to outline the steps required to finish the project. BZO is an important part of the process. Your review and recommendations to adopt are important.

Ordinances are the overall vision for how our community ought to operate. It both informs the public and provides guidance to staff on how to execute on that vision. The goal is consistent treatment of issues and fairness to all.

The codification process began in 2018. The goals of the project are to make the Village's ordinances:

1. Readily accessible to staff and the public on the village website
2. Current, reflecting changes based on new circumstances and new views of the Board
3. Indexed and searchable to provide ready answers to the public and staff.

Taking 100 years of ordinances and compiling them into a single book is a significant task. The code is nearly 900 pages long and includes some pretty minute details on many issues. I won't apologize for the length or detail. These are existing Village laws that are in place today. We are not proposing new ordinances for our first version of the new code.

The following steps have taken place to date:

1. The Village entered into an agreement with General Code to codify existing ordinances and maintain a current version readily accessible via the Village website. It was approximately at \$17,000 expense. already incurred and paid.
2. Our clerk gathered all of the ordinances that we adopted over the past 100 years. General Code staff came here to scan them all.

3. General Code organized the collection of ordinances into a logical framework that is used by many other communities. Its editorial team reviewed every ordinance for internal consistency as well as consistency with Wisconsin Statutes and Court decisions. They provided us a workbook with 150 pages of questions around their findings, asking us what we wanted to do: adopt a suggested change, defer the decision or to make no change. That workbook is available to you for your review (instructions to access to follow).
4. I convened a workgroup of myself, the Treasurer, the Clerk and the then-interim Administrator to work through the workbook. We included input from the chief of Police as well as our Zoning Administrator. The most important decision was the first one where we set an overall direction for the project. Our decision was one that could be characterized as "minimally invasive surgery". Our goal was to codify those laws that has already been passed by previous Boards without making substantive changes to the law. Instead, we viewed our charge as ensuring that statutory references were correct and that the document was internally consistent. To that end, we held a series of meetings to accomplish that goal and returned our answers to General Code. Our response to questions that were substantive was to defer the decision.
5. General Code incorporated our direction and provided a draft of the proposed codification. We audited their work to assure that the changes were correctly included.

We, the work group, believe that the Code is ready to adopt. As you review the work, you'll come across Ordinances that probably could be updated. With your guidance and input and approval by the full Board, we will make those changes. But, we need to have a starting point for that further review and update. We need to adopt the proposed Code and then set an agenda for what we want to review further. Again, the proposed Code are simply our existing Ordinances.

This might look like an overwhelming task and one where we could get bogged down and never complete the project. Walworth County did just that a few years ago. They had to go through the entire project a second time. Getting to finish requires a certain amount of trust in the process as well as time spent reviewing the changes made. And, keep in mind that the document we are recommending for adoption is a compilation of Ordinances already in effect (have I said that enough times?).

There are several documents that will facilitate your review and approval. Instructions for access them are in a separate document.

1. Editorial and Legal Analysis: This is the workbook of all the issues raised by General Code and our responses. There also is a useful introduction to the the Purpose and Process and links to other reference documents that show the linkage between the original Codes and the proposed Codes.
2. Schedule A: This identifies each change made to the Code

3. The draft Code -- all 896 pages. I don't recommend reading, but it's available.

There is a document attached to this agenda that outlines and organizes the steps required to adopt the new Code. It's complicated and needs to be done in this specific order. We all need to be prepared to act in a timely manner.

Thank you for your diligent participation.

Lowell

STEPS FOR ADOPTION OF RE-CODIFIED/NEW CODE OF ORDINANCES

Recodification of the current village Code of Ordinances involves adopting a revision of the Zoning Ordinance and a revision of the Land Division Ordinance. As a result, several steps are required to be undertaken before the village board can act on adoption of the new Code of Ordinances.

STEPS

1. On August 10, 2021 the proposed revised Zoning Ordinance comes before the plan commission for a public hearing. Following the public hearing the plan commission votes on a recommendation to the village board to adopt the revised Zoning Ordinance.
2. Also on August 10, 2021 the proposed revised Land Division Ordinance comes before the plan commission for review. The plan commission votes on a recommendation to the village board to adopt the revised Land Division Ordinance.
3. On August 11, 2021 the entire proposed new Code of Ordinances goes to the BZO committee for review. The committee votes to make a recommendation to the village board to adopt the new Code of Ordinances as is or with further revisions.
4. On August 16, 2021 the new Code of Ordinances goes to the village board. At that meeting the village board approves a resolution directing that the new Code of Ordinances be considered for adoption at the September 7, 2021 meeting of the village board, and further directs that the proposed new Code of Ordinances be placed on file in the office of the clerk.
5. The clerk prepares a notice for posting and/or publication that the proposed new Code of Ordinances is available for inspection by the public at the office of the clerk and stating that the village board will consider its adoption on September 7, 2021.
6. On September 7, 2021 the village board holds a public hearing on adoption of the revised Land Division Ordinance.
7. On September 7, 2021 following the public hearing on the revised Land Division Ordinance, the village board considers approval of an ordinance adopting revisions to and codification of the ordinances of the Village of Williams Bay.
8. The clerk provides for publication of the new Code of Ordinances pursuant to the requirements of Wis. Stat. Sec. 61.50 (3) (b).

Village of Williams Bay Code Adoption Ordinance 2021

Schedule A Specific Revisions at Time of Adoption of Code

Fees.

The following sections are amended to remove the fees therefrom and instead state that such fee is as provide in the Village Fee Schedule: §§ 125-6D, 132-1, 136-5, 136-13C, 145-1C(2), 182-2, 182-7, 242-6A(2), 270-6B, 342-11, 342-12, 342-15A, 345-7C(2)(b), 345-9E, 350-4B(1) and (2), 375-0813A, 375-1102, 375-1105, and 390-1718A.

Chapter 1, General Provisions.

Article I, Construction and Penalties.

- A. Section 1-4D(2) is amended to change " on file in the office of the Clerk" to "on file with the Municipal Clerk, Police Department and Municipal Court Clerk."
- B. Original Sec. 20.05, Subsection (5), Issuance of citations, Subsection (6), Procedure, and Subsection (7), Nonexclusivity, are repealed.

Chapter 5, Administrative Review.

- A. Section 5-2A is amended to change "a fermented malt beverage or intoxicating liquor license" to "an alcohol beverage license."
- B. Section 5-3D is amended to read:
"The grant, denial, suspension or revocation of an alcohol beverage license under § 125.12(1), Wis. Stats."
- C. In § 5-4, the definition of "Municipal Authority" is amended to add "and any board" following "Village Board."

Chapter 12, Boards, Commissions and Committees.

- A. Section 12-3 is amended to change "Walworth County Board of Health" to "Walworth County Health and Human Services Board."
- B. Section 12-4A(1) and (3) is amended to change Park and Memorial Board to Park and Memorial Advisory Committee.
- C. Section 12-6 is amended to delete the subsections thereof.

Chapter 19, Citations.

- A. Section 19-4 is amended to change " on file in the office of the Chief of Police and in the office of the Clerk" to "on file with the Municipal Clerk, Police Department and Municipal Court Clerk."
- B. Section 19-6 is amended to include the Village Attorney and other persons designated by the Village Board.
- C. Section 19-7 is amended to add the following thereto: " The Village Treasurer shall transmit all penalty assessments to the State Treasurer as provided in § 66.0114(1)(bm), Wis. Stats."

Chapter 22, Court, Municipal.

- A. Section 22-1D(2) is amended to change State Administrator of Courts to Director of State Courts.
- B. Section 22-3A is amended to change 7 days to 30 days.
- C. Section 22-6C is amended to change Wisconsin Board of County Judges to the Wisconsin Judicial Conference.

Chapter 33, Elections.

- A. Section 33-1B is amended to read: "Papers shall be circulated according to deadlines as set forth in § 8.04(4), Wis. Stats."
- B. Section 33-2 is added:
 - § 33-2. *Polling hours; scheduling of election officials.*
 - A. *Polling hours. The polling hours for elections within the Village of Williams Bay are hereby established as follows: The polls shall open at 7:00 a.m. and close at 8:00 p.m.*
 - B. *Scheduling election officials. Two or more sets of election officials may be selected to work different times on election days, and the Clerk and his/her designee may establish different working hours for different election officials assigned to the same polling place.*

Chapter 40, Ethics.

- A. Section 40-5A is amended to add "and one alternate" following "three members."
- B. Section 40-6K is amended, in part, as follows: "The affirmative vote of a majority of the Board..."

Chapter 46, Finance and Taxation.

- A. Section 46-1A is amended to read: "All contracts for public construction shall be let by the Village Board in accordance with § 62.15, Wis. Stats."
- B. Section 46-6 is amended to change Finance Committee to Finance and Personnel Committee.
- C. Original § 2.10(4), regarding public parking fee, is repealed.

Chapter 80, Officers and Employees.

Original § 1.04(4), regarding Clerk-Treasurer, of the 2011 Code, is repealed.

Chapter 110, Village Board.

- A. Section 110-3C is amended to change "Village Fire, Rescue, Dive Team and Police Departments" to the "Village Fire Department, Police Department, Emergency Medical Service (Rescue) Squad, and Dive Team."
- B. Section 110-3F is amended to change Water and Sewer Departments to Water Utility and Sewer Department.

Chapter 128, Alcohol Beverages.

- A. Section 128-1 is amended to delete reference to § 66.0433, Wis. Stats., and the reference to soda water beverages.
- B. Section 128-2 is amended to read: "Fees for licenses issued pursuant to this chapter are set from time to time by the Village Board by resolution. Current fees are on file with the Village Clerk."
- C. Section 128-3 is amended to add Subsection K:

K. A provisional operator's license may be issued by the Village Clerk in accordance with § 125.17(5), Wis. Stats., only to a person who has applied for an operator's license. A provisional license may not be issued to any person who has been denied a license by the Village Board. A provisional license expires 60 days after its issuance or when a regular operator's license is issued to the holder, whichever is sooner. The fee for a provisional operator's license shall be established as provided in § 128-2.

Chapter 132, Amusements.

- A. Section 132-1 is amended to change Clerk-Treasurer to Clerk.
- B. Section 132-2 is amended to change "requiring a license" to "requiring a permit."

Chapter 136, Animals.**Article I, Dogs and Cats.**

- A. Section 136-4 is amended to read:

A dog license fee shall be paid by the applicant according to the schedule established by resolution of the Village Board. The current schedule is on file with the Village Clerk.

- B. Section 136-7 is amended as follows:

The owner of a dog shall have the dog vaccinated against rabies by a veterinarian ~~within 30 days after the dog reaches four months of age~~ at no later than five months of age and revaccinated within one year after the initial vaccination. If the owner obtains the dog or brings the dog into this state after the dog has reached ~~four~~ five months of age, the owner shall have the dog vaccinated against rabies within 30 days after the dog is obtained or brought into the state, unless the dog has been vaccinated as evidenced by a current certificate of rabies vaccination from this state or another state.

- C. Section 136-9 is amended to change Health Officer to County Health Officer.
- D. Original § 8.07(10)(e), regarding possession of a scoop or bag, is repealed.

Chapter 153, Building Construction.

- A. Section 153-7E and F are amended to change "Building Inspection Division" to "Building Inspector."
- B. Section 153-7M(2)(a) is amended to delete the reference to Figure 3.
- C. Section 153-7P and 153-8L are amended to change Heating Inspector to Building Inspector.

Chapter 164, Cigarettes and Tobacco Products.

Section 164-1 is amended as follows:

"Section 254.92, Wis. Stats., describing and defining regulations with respect to the use of cigarettes and tobacco products by ~~children in the Village~~ persons under 18 years of age, is hereby adopted by reference and made a part of this section as if fully set forth herein."

Chapter 182, Explosives.

Sections 182-3 and 182-5 are amended to change State Industrial Commission to Department of Safety and Professional Services.

Chapter 189, Fire and Fire Prevention.

- A. Section 189-3B(4) is amended to delete the second sentence thereof.
- B. Section 189-10A, B and C are amended to add the following at the end of the lead-in sentences thereof:
...are hereby adopted and by reference made a part of this section as if fully set forth herein.
- C. Section 189-10A is amended to delete the reference to Chapter ATCP 93.
- D. Section 189-10B is amended to change "Uniform Fire Code, 2006" to "NFPA 1 – Fire Code."

Chapter 201, Health and Sanitation.

Sections 201-1 and 201-2B are amended to change Walworth County Board of Health and Health Office to Health and Human Services Board.

Chapter 238, Minors.**Article I, Curfew.**

- A. Section 238-1A is amended to delete the phrase "shall carry a pass issued by the Chief of Police" from the last sentence thereof.
- B. Sections 238-1B and 238-2 are amended to delete references to Emancipation of Mature Minors Act.
- C. Section 238-2 is amended, in part, as follows: "upon the streets, alleys, highways, roads, sidewalks, parks, playgrounds, public grounds, vacant lots, or other unsupervised places in the Village."

Chapter 242, Mobile Homes, Recreational and Commercial Motor Vehicles and Tents.

- A. Section 242-1. The definition of "all-terrain vehicle" (Subdefinition A of "recreational vehicle") is amended to read:
- ALL-TERRAIN VEHICLE -- A commercially designed and manufactured motor-driven device that has a weight, without fluids, of 900 pounds or less, has a width of 50 inches or less, is equipped with a seat designed to be straddled by the operator, and travels on three or more low-pressure tires or nonpneumatic tires.
- B. Section 242-3E is amended to delete the second and third sentences thereof.
- C. Section 242-5B(1) is amended to change "Building and Zoning Inspector" to "Building Inspector."
- D. Section 242-6A(2) is amended to change the first instance of "Clerk-Treasurer" to "Clerk" and the second instance of "Clerk-Treasurer" to "Treasurer."
- E. Section 242-6A(3) and B(1) are amended to change "Clerk-Treasurer" to "Clerk."

Chapter 253, Nuisances.

Section 253-6A is amended to delete the reference to the Health Officer.

Chapter 264, Peace and Good Order.

- A. Section 264-1 is amended to delete the reference to § 941.24, Wis. Stats.
- B. Section 264-11 is amended to delete "or policeman" from the second sentence thereof.
- C. Section 264-12C is amended to change the second instance of "streets" to "alleys."
- D. Section 264-19A is amended to change § 10.35 of the Municipal Code to § 940.19(1), Wis. Stats.
- E. Section 264-20B is amended as follows:
- Any person who conspires to violate § 943.01, 943.20 or 940.19(1), respectively, of the Wisconsin Statutes, with intent that such a violation be committed, ~~may~~ shall, if one or more of the parties to the conspiracy does an act to effect its object, ~~shall~~ be ordered to pay a forfeiture of not less than \$5 nor more than \$200 together with cost of prosecution, and in default of such payment shall be imprisoned in the County Jail until payment is made but not exceeding six months.
- F. Section 264-27 is amended as follows:
- "Except as otherwise provided in this chapter, any person who shall violate any provision of this chapter shall be subject to a penalty as provided in § 1-4 of this Municipal Code."

Chapter 270, Plumbing Standards.

Section 270-9 is amended to delete "shall be used" from the end of the first sentence thereof.

Chapter 276, Property Maintenance.

- A. Section 276-2 is amended to add the following definition:

GARBAGE - Animal and vegetable waste resulting from the handling, preparation, cooking, and serving of food or from the handling, storage, and sale of food products or produce.

- B. Section 276-3B is amended to change "commands" to "requirements."

Chapter 281, Public Waters and Beaches.

- A. In § 281-2D, the definition of "registration" is amended to delete the phrase "lawfully within the jurisdiction of the Village."
- B. Section 281-14 is amended to change § 62.04, Wis. Stats., to § 61.34, Wis. Stats.

Chapter 295, Sewers and Sewage Disposal.

Article I, Sewer Use.

- A. In § 295-4, the definition of "standards methods" is amended to change Water Pollution Control Federation to Water Environment Federation.
- B. Section 295-5B(1) is amended to delete the reference to the Health Officer.
- C. Section 295-7J is amended to change Clerk-Treasurer to Treasurer.

Chapter 308, Solid Waste and Recycling.

Section 308-5H is amended to delete the second sentence thereof.

Chapter 314, Streets and Sidewalks.

- A. Section 314-1A is amended to change Clerk-Treasurer to Clerk.
- B. Section 314-3B is amended to change Clerk-Treasurer to Treasurer.

Chapter 327, Transient Merchants.

- A. Section 327-3H is amended, in part, as follows: "... proof that such charitable organization is registered under § 202.12, Wis. Stats. Any charitable organization not registered under § 202.12, Wis. Stats., or which is exempt from the statute's registration requirements, shall be required to register under this chapter."
- B. Sections 327-4B(3) and 327-10 are amended to change "license" to "registration."

Chapter 331, Trees.

Section 331-3G(2)(f) is amended to delete "and paid out of the Park's budget."

Chapter 345, Vehicles and Traffic.

- A. Section 345-4C(9) is amended to change 15 feet to 10 feet.
- B. Section 345-4C(20) is amended to delete the reference to § 341.14(1r), Wis. Stats. and to include minimum forfeiture of \$150 and maximum forfeiture of \$300.
- C. Section 345-10D is amended to add "except for a handicapped parking violation" to the end of the first sentence thereof.

Chapter 371, Impact Fees.

- A. Section 371-2A is amended to add the following subsections thereto:
- (2) May not include amounts for an increase in service capacity greater than the capacity necessary to serve the development for which the fee is imposed.*
- (8) May not include expenses for operation or maintenance of a public facility.*
- B. Section 371-2A(3), (5) and (9) is amended to change "political subdivision" to "municipality."
- C. Section 371-2A(6) is amended as follows: "Shall be reduced to compensate for moneys received from the federal or state government specifically to provide ~~for payment of~~ or pay for the public facilities for which the impact fees are imposed."
- D. Section 371-7 is amended to change 20 years to eight years.

Chapter 375, Land Division.

- A. Section 375-0306H(6) is amended to change the recording time frames to "within 12 months after the date of the last approval of the map and within 36 months after the date of the first approval of the map."
- B. Section 375-0402R is amended to delete the incomplete sentence "To systems are to be installed."
- C. Section 375-0402S is amended, in part, as follows: "The number of such tests initially made shall not be less than one test per three acres or one test per lot, whichever is greater."
- D. Original § 17.0508, Recordation, is repealed.
- E. Section 375-0603C is amended as follows: "Location of soil boring tests where required by Chapter SPS 385 of the Wisconsin Administrative Code, made to a depth of six feet, unless bedrock is at a lesser depth."
- F. Original § 17.0606, Recordation, is repealed.
- G. Section 375-0813B is amended to change Park Commission to Park and Memorial Advisory Committee.
- H. Section 375-0903A is amended to change County Planning, Zoning and Sanitation Department to Land Use and Resource Management Department.
- I. Original § 17.1106, Public site fee, is repealed.
- J. Section 375-1202 is amended to delete the definition of "street, collector."

Chapter 390, Zoning.

- A. Section 390-0114.
- (1) The definition of "family" is amended to read:
- FAMILY — One person or two or more persons, related by blood, foster relationship, marriage or adoption, and, in addition, any domestic servants or gratuitous guests thereof; or one or more persons who need not be so related, and, in addition, domestic servants or gratuitous guests thereof, who are living together in a single, nonprofit

dwelling unit and maintaining a common household with single cooking facilities. A roomer, boarder or lodger shall not be considered a member of the family.

- (2) The definition of "green space ratio" is amended to delete the reference to minimum green space ratio.
- B. Section 390-0202 is amended to change the district name of Large Multi-Family Residential to Multifamily Residential.
- C. Section 390-0209A is amended to change "areas zoned in Large Lot Residential" to "areas zoned in Low Density Residential."
- D. Section 390-0210A is amended to change "areas zoned Low Density Residential" to "areas zoned Large Lot Residential."
- E. Section 390-0213M(1) is amended to delete "(G)" after "this section" and change "Sections (H) through (K), inclusive" to "Articles 4 and 5."
- F. Section 390-0215. Subsection D(9), Stormwater facilities, is added.
- G. Section 390-0222. Subsection C(24), Community garden and market garden, is added to the list of uses allowed by conditional use permit.
- H. Section 390-222, Subsection E(2), Drive-through sales and service incidental to on-site principal land use, is added.
- I. Section 390-224, Subsection D(7), Bathhouses, is added.
- J. Section 390-0303I is amended, in part, as follows: "more than one principal building may be permitted on any one lot upon granting of a conditional use permit for group development (Subsection K) or large development ~~regulations in compliance~~ (Subsection L)."
- K. Figure 390-0305F, Table of Industrial Land Uses, is amended to add:
 - (1) "C" for large solar energy system in the GI District.
 - (2) "C" for large solar energy system in the P&R District.
- L. Figure 390-0305J, Table of Accessory Land Uses, is amended to add "C" for drive-through sales and service incidental to on-site principal land use in the P&I District.
- M. Figure 390-0305K, Table of Temporary Land Uses, is amended to add "T" for temporary farm product sales under the LSB District.
- N. Section 390-0706V is amended to delete the reference to § 30.01(1d), Wis. Stats.
- O. Section 390-0810H is amended to change "on rear or side lots only" to "in rear or side yards only."
- P. Section 390-0821F(8)(b) is amended as follows: "The lowest point on the top of such screening elements shall be at least as high as the highest point on any mechanical equipment."
- Q. Section 390-1006 is amended to change " Public Park and Recreation districts" to "Public and Institutional and Parks and Recreation Districts."
- R. Section 390-1013A(6) is amended to change Electrical Inspector to Building Inspector.
- S. Section 390-1105A(8) is amended to change 10 days to five days.
- T. Section 390-1205D(2)(a) is amended to delete the reference to WisDNR.

- U. Section 390-1206E(7)(b)[4] is amended to change "maintained" to "minimized."
- V. Section 370-1207E(2)(b) is amended, in part, as follows: " Will not result in a substantial or undue adverse impact on nearby property,..."
- W. Section 390-1207E(3) is amended to change the second instance of "Plan Commission" to "Village Board."
- X. Section 390-1207H(4) is amended to read, in part, as follows: "If the Village Board wishes to make significant changes in the proposed conditional use..."
- Y. Section 390-1216D(2) is amended so that the first sentence thereof reads: "The Zoning Administrator shall prepare a written report indicating the interpretation of the Zoning Administrator and forward the report to the Plan Commission with a copy to the applicant."
- Z. Section 390-1703L(2) is amended to delete "nurses homes."
- AA. Section 390-1703Y(3)(a) is amended to change "Sections 18.0504, 18.0511 and 18.0513" to "§ 390-0223C."
- BB. Section 390-1704 is amended so that the subsections thereof read as follows:
 - A. Sections 390-0102 through 390-0110, General Provisions.*
 - B. Sections 390-0803 through 390-0806, Traffic, Parking and Access.*
 - C. Sections 390-0504 through 390-0506, Modifications.*
 - D. Article 10, Signage.*
 - E. Article 6, Nonconforming Situations.*
 - F. Section 390-1206, Site Plan.*
 - G. Article 8, Performance Standards.*
 - H. Section 390-0114, Definitions.*
- CC. Section 390-1712B is amended to delete "as defined in this Ordinance."
- DD. Section 390-1716B(6) is amended to change 10 days to five days.

ORDINANCE #2021 - 08
AN ORDINANCE RENUMBERING SECTION 8.14 AND CREATING SECTION 8.14
OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY

WHEREAS, the Village Board of the Village of Williams Bay wishes to regulate the sale of cigarettes and other tobacco products; and

WHEREAS, Wis. Stats. Sec. 134.65 requires that for the village to regulate the sale of cigarettes and other tobacco products, it must enact an ordinance to that effect.

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

Section I. Section 8.14 of the Code of Ordinances of the Village of Williams Bay is hereby renumbered Section 8.15 of the Code of Ordinances of the Village of Williams Bay.

Section II. Section 8.14 of the Code of Ordinances of the Village of Williams Bay is hereby created to read as follows:

Sec. 8.14 CIGARETTES AND TOBACCO PRODUCTS

(1) LICENSE REQUIRED. No person shall in any manner, directly or indirectly, manufacture, sell, exchange, dispose of, give away or keep for sale any cigarettes or tobacco products without first obtaining a license from the clerk.

(2) APPLICATION. The application for such license shall contain the applicant's name and address or, if a corporation, the names and addresses of the directors and officers, and shall specify whether the applicant will sell, exchange, barter, dispose of or giveaway the cigarette or tobacco products over-the-counter or in a vending machine, or both.

(3) LICENSE FEE. A fee shall be paid to the clerk for the issuance of the license. The fee shall be in an amount established by resolution of the village board. The license shall be an annual license and expire the following June 30 unless sooner revoked.

(4) FORM OF LICENSE. All such licenses shall name the licensee and specifically describe the premises where such business is to be conducted. Such license is not transferable from one person to another nor from one premises to another. All such licenses shall be signed by the clerk.

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 _____, 2021.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Jackelyn Pankau, Clerk

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



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700 | Fax: 262-245-2705

RESOLUTION R-8-21

A RESOLUTION AMENDING THE FEE SCHEDULE TO INCLUDE LICENSE AND PERMIT FEES

WHEREAS, the Village of Williams Bay Village Board, Walworth County, State of Wisconsin has determined that it is prudent that fees be reviewed for cost effectiveness; and,

WHEREAS, the Village of Williams Bay desires to not reference specific dollar amounts within the Village Ordinances and instead, will provide a Resolution setting fees for passage; and,

THEREFORE BE IT RESOLVED that the Village of Williams Bay, Walworth County, Wisconsin by this resolution approves amendment to the fee schedule as defined in the attached Exhibit A.

Approved by the Village Board of the Village of Williams Bay this _____ day of _____, 2021.

VILLAGE OF WILLIAMS BAY

By:_____

William Duncan, President

Attest:_____

Jackelyn Pankau, Clerk

Resolution R-8-21 Exhibit A

Fees are changed by resolution of the Village Board of the Village of Williams Bay.		
Description	Fee	Chapter Reference
Alarm Permit	\$10 annually	8.13(6)(D)/125-6D
Alcohol beverages - "Class A" intoxicating liquor	\$500 per year	8.02(2)/128-2
Alcohol beverages - "Class B" intoxicating liquor	\$500 per year	8.02(2)/128-2
Alcohol beverages - "Class A" fermented malt beverage	\$25 per year	8.02(2)/128-2
Alcohol beverages - "Class B" fermented malt beverage	\$100 per year	8.02(2)/128-2
Class "B" picnic	\$10 per license	8.02(2)/128-2
Reserve "Class B"	\$10,000 for initial issuance or \$500 if a bona fide club or lodge situated and incorporated in the state for at least six years. After initial issuance, \$500 per year	8.02(2)/128-2
Class "C" wine license	\$100 per year	8.02(2)/128-2
Publication fee	\$50	8.02(2)/128-2
Operator's license	\$40 per two years	8.01(2)/128-3
Cigarette/tobacco license	\$100	
Amusement permit	\$5	8.03(1)/132-2
Dog license fees- Altered (spayed/neutered) dog	\$15	8.07(4)(a)/136-4
Dog license fees- Unaltered dog	\$30	8.07(4)(a)/136-4
Kennel license (under 174.053(1), Wis. Stats.	\$35	8.04(4)(a)/136-4
Late dog license fee-April 1st or later	\$5	8.04(4)(a)/136-4
Riding or livery stable license, each horse kept or boarded	\$10	8.06(2)(c)/136-13C
Bicycle registration fee	\$2	8.04(3)/145-1C(2)
Explosives - license fee	\$10 annually	8.09(2)/182-2
Explosives - Fee per tree blasted	\$1	8.09(7)/182-7
Explosives - More than one charge of explosive	\$1 for each charge	8.09(7)/182-7
Mobile home park license or renewal	\$2 for each space	8.05(7)(b)/242-6A(2)
Mobile home park license transfer	\$10 each transfer	8.05(7)(b)/242-6A(2)
Plumbing permit - Connection to sanitary sewer	\$500 plus Walcomet charges	14.06(2)/270-6B
Peddlers & Transient Merchant Application Fee	\$50 Non Refundable	8.02(4)(a)/327-4(c)
Adandoned and junked vehicles-Retained vehicle via sealed bid or auction sale, storage fee	\$10 per day	10.19(11)/342-11
Adandoned and junked vehicles-List of vehicles to be sold	\$10	10.19(11)/342-12
Adandoned and junked vehicles-Fee to offset towing and junking charges	\$10	10.19(15)(a)/342-15A
Snowmobile renter's license application fee	\$25	6.08(3)(b)(2)/345-7C(2)(b)
Motor-driven cycles rental license fee- Four or fewer vehicles	\$50	8.10(5)/345-9E
Motor-driven cycles rental license fee- More than four but fewer than nine vehicles	\$100	8.10(5)/345-9E
Motor-driven cycles rental license fee- Nine or more vehicles	\$125	8.10(5)/345-9E
Subdivider fee in lieu of planting street trees	\$100	17.0813(A)/375-0813A
Reapplication fee for any preliminary plat previously reviewed	\$200	17.1102/375-1102

Reapplication fee for any final plat previously reviewed	\$200	17.1105/375-1105
--	-------	------------------



MEMORANDUM

DATE: JUNE 30, 2021

TO: BZO COMMITTEE

FROM: LORI PETERNELL, TREASURER

RE: FEE SCHEDULE UPDATE

As you are aware, over the last few months we have been working on codification of the Village Code. Part of the process was to remove all the fees in the Ordinances and add them to the Village's fee schedule. I have reviewed the complete list provided by General Code to determine if any of the fees listed have already been adopted in a prior resolution, and if not added them to Resolution R-8-21.

I also reviewed some of the fees and compared them to Village of Fontana and City of Lake Geneva and am recommending the following increases:

"Class A" intoxicating liquor

State statute allows up to a maximum of \$500 license fee. Village of Fontana and City of Lake Geneva charge \$500.

(Budget impact: Increase of \$300 total revenue) Based on 3 licenses issued

Cigarette licenses

Cigarette/tobacco licenses are not referenced in the Code, the Village Attorney has drafted an ordinance to add this to the Code. State statute allows up to a maximum of \$100 license fee. Village of Fontana and City of Lake Geneva charge \$100.

(Budget Impact: Increase of \$225 total revenue) Based on 3 licenses issued

Dog Licenses

Walworth County determines base license fee, with the Village receiving .25 cents/license. Currently the County has set the fee to be \$11 for altered and \$30 unaltered. Municipalities can add an additional amount to the base fee.

Village of Fontana charges \$17 altered and \$35 unaltered. City of Lake Geneva charges \$15 altered and \$30 unaltered. Recommendation is to only increase the unaltered to \$15. (Currently only have 5 licenses for unaltered dogs)

(Budget impact: Increase of \$520 total revenue) Based on 130 licenses issued through 6/28/21

Transient Merchants

No fee has been determined, recommending \$50 non-refundable application fee like Village of Fontana and City of Lake Geneva.



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org Phone:
262-245-2700 | Fax: 262-245-2705

UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE 06/10/21 MEETING THURSDAY, JUNE 10, 2021 AT 9:00 AM VILLAGE HALL COUNCIL ROOM

I. Call to Order

Vlach called the meeting to order at 9:00am.

II. Roll Call

Present: Vlach, D'Alessandro and Umans

Also Present: President Duncan, Administrator Tobin and Chief Timm

III. Police Department Public Relations

The Committee discussed general items to communicate to the public regarding the complaint against the Police Department. Other items of discussion included creating a Police Blog on the Village website and the Police Department's Facebook page to provide information regarding police analysis, education on accidents, speeding and break-ins. Further discussion was held regarding a Citizen Police Academy and community events the Police Department has been involved in.

IV. Adjourn

The motion to adjourn was initiated by D'Alessandro and seconded by Umans at 9:55am. Unanimously carried.

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



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org
Phone: 262-245-2700 | Fax: 262-245-2705

UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE WEDNESDAY, JUNE 16, 2021 AT 6:30 PM VIA TELECONFERENCE

Call to Order

Meeting was called to order by Chairman Vlach at 6:36pm

Roll Call

Trustees Vlach, D'Alessandro and Umans

Also Present: President Duncan, Trustees Parker, Stanek and Wright, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards and Police Chief Timm.

Meeting Minutes

Umans/D'Alessandro motion to approve meeting minutes of May 12, 2021. Unanimously carried.

Williams Bay Fire Department Temporary Class "B" Retailer's Alcohol License Request for July 15th – 18th, 2021

D'Alessandro/Umans motion to recommend Village Board approval of the Williams Bay Fire Department Temporary Class "B" Retailer's Alcohol License Request for July 15th – 18th, 2021. Unanimously carried.

Williams Bay Lioness Temporary Class "B" Retailer's Alcohol License Request for July 1st and August 5th, 2021

Umans/D'Alessandro motion to recommend Village Board approval of the Temporary Class "B" Retailer's Alcohol License Request for July 1st and August 5th, 2021. Unanimously carried.

Alcohol License Renewals

The Committee reviewed the 2021-2022 alcohol license renewals.

EMS Lift

The Committee reviewed a request from EMS Captain, Rich Gluth for a power loader for the cot that purchased in 2020. The total cost is \$25,000 and the company is offering 0% financing payable over 3 years. Discussion was held regarding utilizing existing and future Act 102 funds for the purchase.

Umans/Vlach motion to recommend Village Board approval of the lift with Finance & Personnel to make recommendation on the funding source at the July Committee meeting. Unanimously carried.

Fire Department Hire – Information Only

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

Vlach stated that the Fire Department will have a member joining the department who is a certified fire inspector who will assist with inspections.

Protective Services response to Complaint

Monthly Police Report

Chief Timm presented the monthly report and answered any questions.

Police Chief's Report

Chief Timm provided an update on current activities including ongoing grant shifts through the County and working on community events with the Library for summer activities. Chief Timm stated that Officer Hammett will be returning to duty in June.

Adjourn

Umans/D'Alessandro motion to adjourn at 6:53pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ N/A - non-profit

Application Date: 6/2/21

☐ Town ☒ Village ☐ City of WILLIAMS BAY

County of WALWORTH

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 8/13/21 and ending 8/15/21 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☒ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization

☐ Fair Association

(a) Name WILLIAMS BAY LIONS CLUB

(b) Address P.O. BOX 550 WILLIAMS BAY, WI
(Street)

☐ Town

☒ Village

☐ City

(c) Date organized 1946

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President PAT BURNES

Vice President PAUL ROGERS

Secretary DOUGLAS SWANGREN

Treasurer BRUCE NELSON

(g) Name and address of manager or person in charge of affair: JES HAACK
380 FROST DR. W. BAY, WI

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number EDGEWATER PARK

(b) Lot _____ Block _____

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

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Pavilion

3. Name of Event

(a) List name of the event W.B. LIONS CLUB CORN+BRAT

(b) Dates of event AUGUST 13TH, 14TH + 15TH 2021

DECLARATION

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

Officer PAT BURNES 6/24/21
(Signature/date)

Officer Paul Rogers 6/24/21
(Signature/date)

Date Filed with Clerk 6/29/2021

Date Granted by Council _____

W.B. LIONS CLUB
(Name of Organization)

Officer Bruce Nelson 6-24-21
(Signature/date)

Officer Bruce Nelson 6/10/21
(Signature/date)

Date Reported to Council or Board Protective SCS 7/14/21
Village Board 7/19/21

License No. _____

Café Calamari
Reserve on OpenTable



E Geneva St

E Geneva St

E Geneva St

7

15

Edgewater
Park

VILLAGE OF WILLIAMS BAY
TEMPORARY OPERATOR'S LICENSE

LICENSE NO: 2021-001

WHEREAS, the local governing body of the Village of Williams Bay, County of Walworth, State of Wisconsin, has upon application duly made, granted and authorized the issuance of a "Temporary Operator's License" to:

BRUCE NELSON

Williams Bay Lions Club Corn & Brat Festival

AND WHEREAS, said applicant has complied with all requirements necessary for obtaining said license;

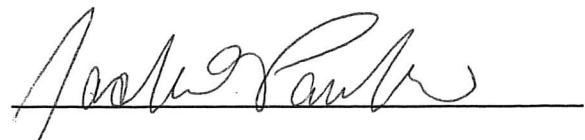
AND WHEREAS, the Village of Williams Bay has authorized the issuance of said license to non-profit volunteers at no charge.

NOW THEREFORE, a "Temporary Operator's License" pursuant to §125.17 (4) of the Wisconsin State Statutes, and local ordinances, is hereby issued to said applicant;

FOR THE PERIOD August 9-23, 2021.

Given Under My hand and the Great Seal of the Village of Williams Bay, County of Walworth, State of Wisconsin, this 7th day of July, 2021.





Jackie Pankau, Village Clerk

VILLAGE OF WILLIAMS BAY
TEMPORARY OPERATOR'S LICENSE

LICENSE NO: 2021-002

WHEREAS, the local governing body of the Village of Williams Bay, County of Walworth, State of Wisconsin, has upon application duly made, granted and authorized the issuance of a "Temporary Operator's License" to:

DOUGLAS H. KNIGHT

Williams Bay Lions Club Corn & Brat Festival

AND WHEREAS, said applicant has complied with all requirements necessary for obtaining said license;

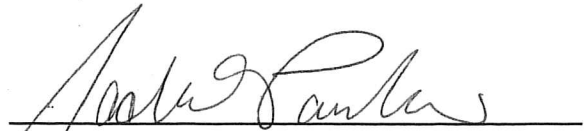
AND WHEREAS, the Village of Williams Bay has authorized the issuance of said license to non-profit volunteers at no charge.

NOW THEREFORE, a "Temporary Operator's License" pursuant to §125.17 (4) of the Wisconsin State Statutes, and local ordinances, is hereby issued to said applicant,;

FOR THE PERIOD August 9-23, 2021.

Given Under My hand and the Great Seal of the Village of Williams Bay, County of Walworth, State of Wisconsin, this 7th day of July, 2021.




Jackie Pankau, Village Clerk



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org Phone:
262-245-2700 | Fax: 262-245-2705

UNOFFICIAL MINUTES FINANCE AND PERSONNEL COMMITTEE 06/15/21 MEETING TUESDAY, JUNE 15, 2021 AT 4:00 PM VILLAGE HALL COUNCIL ROOM

I. Call to Order

Parker called the meeting to order at 4:00pm.

II. Roll Call

Present: Don Parker, Lowell Wright, Jim D'Alessandro

Also Present: President Duncan, Trustees D'Alessandro and Wright, Administrator Tobin, Police Chief Timm and John Wisniewski; Velocity Systems

III. Pandemic Relief Funds

Tobin stated that the Village will receive a total of \$276,220.32 in American Recovery Plan funds; \$138,110.16 will be received in 2021 and the balance in 2022. The funds need to be spent by December 31, 2024. Further discussion will be held on how to spend the funds.

IV. Consider a motion to convene in closed session pursuant to the exemption contained in Wis. Stats. 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

The Consider a motion to convene in closed session pursuant to the exemption contained in Wis. Stats. 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session was initiated by Jim D'Alessandro and seconded by Lowell Wright at 4:08pm.

Votes:

Yes: Don Parker, Lowell Wright, Jim D'Alessandro

No: None

Abstain: None

Result: Passed

A. Village IT Services

V. Motion to reconvene into open session

Motion to reconvene into open session was initiated by Jim D'Alessandro and seconded by Lowell Wright. Unanimously carried.

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

The motion to Recommend Village Board Approval the statement of work from Velocity Solutions dated June 7, 2021 was initiated by Jim D'Alessandro and seconded by Lowell Wright. Unanimously carried.

VII. Adjourn

The motion to adjourn at 5:10pm was initiated by Jim D'Alessandro and seconded by Lowell Wright. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org
Phone: 262-245-2700 | Fax: 262-245-2705

UNOFFICIAL MINUTES FINANCE AND PERSONNEL COMMITTEE WEDNESDAY, JUNE 16, 2021 AT 6:30 PM VIA TELECONFERENCE

Call to Order

Meeting was called to order by Chairman Parker at 7:17pm

Roll Call

Trustees Parker, D'Alessandro, and Wright.

Also Present: President Duncan, Trustees Umans and Vlach, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards, Police Chief Timm and John Dwyer; Dubin Dogs owner

Meeting Minutes

D'Alessandro/Wright motion to approve meeting minutes of May 12, 2021, May 17, 2021, and June 7, 2021. Unanimously carried.

Dubin Dogs Lease Agreement

Dwyer was present to discuss his request to add non-food items such as t-shirts, souvenirs, sunscreen, and lip balm to his lease agreement. D'Alessandro stated that there has been discussion about the Village possibly selling some of these items. Dwyer stated that if the Village was going to sell these types of items in the future, they wouldn't be included in future lease agreements.

D'Alessandro/Wright motion to amend the lease agreement to add the non-food items as proposed. Unanimously carried. A F&P meeting will be scheduled prior to the Village Board meeting on June 21st to recommend approval of the amended lease.

WRS Unfunded Liability

The Committee reviewed the Unfunded Actuarial Accrued Liability statement from WRS. It shows that there is a balance of \$50,257.91 as of April 1, 2021. Discussion was held on the interest calculation and how the amount is calculated. It was the consensus of the Committee that further review is needed.

Capitalization Policy

Tobin stated that the auditor has recommended adopting financial policies. The intent is to provide a policy each month to adopt as an Ordinance. Tobin stated that the auditors have been using a \$700 capitalization threshold of assets. The policy increases it to \$5,000 per the auditor's recommendation. D'Alessandro/Wright motion to recommend Building, Zoning & Ordinance Committee recommend approval of Ordinance 2021-06 Capital Asset Policy Ordinance. Unanimously carried.

First National Bank & Trust Banking Agreement

The Committee reviewed the current banking agreement and discussed adding positive pay and ACH filters to current services. D'Alessandro/Wright motion to recommend Village Board approval of the First National Bank & Trust banking agreement. Unanimously carried.

Agreement with Consultant Chris Severt

Tobin stated the Chris Severt was utilized in response to a complaint filed against the Police Department. As his contract expired in December 2020, a new contract is needed for the work he did. The term of the contract will be June 1 – December 31, 2021 at a rate of \$50. D'Alessandro/Wright motion to recommend Village Board approval of the 2021 agreement with Chris Severt. Unanimously carried.

Adjourn

D'Alessandro/Wright motion to adjourn at 7:43pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org Phone:
262-245-2700 | Fax: 262-245-2705

UNOFFICIAL MINUTES FINANCE AND PERSONNEL 06/21/21 MEETING MONDAY, JUNE 21, 2021 AT 6:50 PM VILLAGE HALL COUNCIL ROOM

I. Call to Order

Parker called the meeting to order at 6:58pm.

II. Roll Call

Present: Parker, D'Alessandro and Wright

Also Present: President Duncan, Trustee Umans and Vlach, Administrator Tobin and Treasurer Peternell

III. Dubin Dogs Amended Lease

The Committee reviewed the amended lease that includes the sale of non-food items such as t-shirts, lake/beach souvenirs, sunscreen and lip balm. The motion to Recommend Village Board Approval the Dubin Dogs Amended Lease was initiated by Jim D'Alessandro and seconded by Lowell Wright. Unanimously carried.

IV. Adjourn

The motion to adjourn was initiated by D'Alessandro and seconded by Wright at 6:59pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



W I S C O N S I N

WALWORTH COUNTY CLEAN SWEEP PROGRAM 2021 CONTRIBUTION FORM

June 10, 2021

Public Works Department

Richard A. Hough
Director Public Works

Joseph Kroll, P.E.
County Engineer

Vincent Simek, P.E.
Associate County Engineer

Matthew J. Mortwedt
Deputy Director
Asset Management (PW)

Barry Pierce
Deputy County
Highway Commissioner

John Miller
Senior Project Manager

Joseph Latocha
Senior Project Manager

Penny Bishop
Finance Manager

Another year has gone by and as with most businesses this year, we too, are experiencing challenging financial times with respect to supporting our annual Clean Sweep and future Recycling programs for our Walworth County residents.

Our Solid Waste & Recycling division has been attempting to respond to the needs and requests of our residents to increase recycling initiatives to include electronics, appliances, and to have additional household hazardous waste events more often throughout the year. In addition, plans are to increase education efforts on waste reduction at the source, and how to reuse and recycle, rather than dispose of these items in the trash, filling up our landfills.

Clean Sweep has served the residents of Walworth County since 1992 and has proven successful in keeping hazardous waste out of the landfill, waste water treatment facilities, local environment and groundwater. Without a Clean Sweep program, Walworth County residents have no means to properly dispose of these products. Last year we managed to collect 63,567 lbs. of hazardous waste - up 11,177 lbs. from the prior year.

Walworth County has an upcoming Appliance & Electronics Recycling Event on July 24. The event will be held at Walworth County Public Works, 9 am – 12 pm.

Financial assistance from the local communities is vital to ensure sustainability of future collection events. We have enclosed a Sponsor Contribution sheet with the hopes you will consider providing a financial contribution to our 2021 Recycling and Clean Sweep Events.

Please feel free to contact Laurie Landon, Administrative Assistant and Solid Waste Coordinator, at 262-741-3768 for answers to your questions about Walworth County's program.

Sincerely,

Richard A. Hough
Director Public Works

Enclosure

W4097 County Road NN
Elkhorn, WI 53121
262.741.3114 tel
262.741.3117 fax
(Operations)



WALWORTH COUNTY CLEAN SWEEP PROGRAM 2021 CONTRIBUTION FORM

Thank you for your donation. In order to appropriately record your intentions for its use, please complete the information below. Please retain a copy of this form as your receipt.

Checks can be made payable to "Walworth County" and mailed to:

Clean Sweep Program
Walworth County Public Works Department
W4097 County Road NN
Elkhorn, WI 53121

Richard A. Hough
Director Public Works

Joseph Kroll, P.E.
County Engineer

Vincent Simcik, P.E.
Associate County Engineer

Barry Pierce
Deputy County
Highway Commissioner

Matt Mortwedt
Deputy Director - Asset
Management (Public Works)

John Miller
Senior Project Manager

Joseph Latocha
Senior Project Manager

Penny Bishop
Finance Manager

For any questions or information on sponsoring or cost sharing an event, please contact Laurie Landon, Administrative Assistant/Solid Waste Coordinator at 262-741-3768.*

All financial partners will be acknowledged in program publicity and advertising items, and on the Public Works Department/Solid Waste Division page of the Walworth County website: www.co.walworth.wi.us

Your commitment is needed by August 6, 2021 in order to acknowledge your company or organization in our printed marketing materials.

Company or Organization Name: _____

Contact Person: _____

Mailing Address: _____

City & State: _____ Zip: _____

Contact Phone #: _____ Email Address: _____

\$50 _____ \$100 _____ \$150 _____ \$200 _____ \$500 _____ \$1000 _____ \$2000 _____

Other Amount \$ _____ *Sponsor Event _____ *Cost Sharing _____

I agree to the automatic release of funds for general donation use when the following conditions have been met:

1. Stated purpose of donation has been met - AND/OR -
2. Less than 10% of the total donation remains.
3. Any monies not used for the current year recycling or solid waste events, will be rolled over to the following year (s) until used.

W4097 County Road NN
Elkhorn, WI 53121
262.741.3114 tel
262.741.3117 fax
(Operations)

Donor's Signature

Date

Print Name



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700 | Fax: 262-245-2705

OFFICIAL MINUTES

VILLAGE BOARD OF TRUSTEES

MONDAY, SEPTEMBER 21, 2020 AT 7:00 P.M.

VIA ZOOM WEBINAR

Call to Order

Meeting was called to order by President Duncan at 7:00pm.

Roll Call

Present: President Duncan, Trustees D'Alessandro, McMannamy, Parker, Umans and Wright.

Excused: Trustee Vlach

Also present: Administrator Weiss, Treasurer Peternell, Police Chief Timm, Public Works Director Edwards, Recreation Director Rowland and Village Engineer Snyder.

Pledge of Allegiance

Minutes

Umans/Parker motion to approve Village Board Meeting minutes of August 31, 2020. Unanimously carried.

Consent Agenda

D'Alessandro/Umans motion to approve the following:

- Letter of Engagement with Baker Tilly for assistance with a Conventional water rate increase study with an approximate cost of \$10,000.
- October-December newsletter funding with an approximate cost of \$2,000 with funding coming from contingency.
- County Clean Sweep sponsorship in the amount of \$350 with funding coming from contingency. Unanimously carried.

Presentation of accounts and petitions

Parker/Umans motion to approve Payroll period 08/15/2020 thru 08/28/2020; check date 09/04/2020 in the amount of \$51,356.79. Unanimously carried.

Parker/Umans motion to approve Payroll period 08/29/2020 thru 09/11/2020; check date 09/18/2020 in the amount of \$56,383.75. Unanimously carried.

Parker/Wright motion to approve Accounts Payable unpaid dated 09/18/2020 in the amount of \$233,127.94. Unanimously carried.

Parker/Umans motion to accept the August financial statements. Unanimously carried.

Parker/Umans motion to approve the August EFT payments in the amount of \$62,017.77. Unanimously carried.

Plan Commission

Recommendation for Conditional Use Permit

APPLICANT: Don Cinkus (Owner)

From: Rescue Squad <williamsbayems@gmail.com>
Date: June 2, 2021 at 11:46:58 AM CDT
To: George Vlach <gvlach@williamsbay.org>, Don Parker <dparker@williamsbay.org>, James Weiss <admin@williamsbay.org>
Subject: Re: Power loader for existing cot

George, Don

I just found out Stryker is offering a 3 year 0% interest payment schedule, 1st payment 30 days after delivery, then the next two years.

Wanted you to be are of that option if that helps .

Rich

On Tue, Jun 1, 2021 at 1:58 PM George Vlach <gvlach@williamsbay.org> wrote:

Hi Rich can you give me a call anytime at your convenience. I'm down in Florida right now so I should be able to pick up the phone anytime. We'll figure out about getting the signed an agenda and will have to determine whether we can get it through now or if we're going to have to put it into a capital expense.

Sent from my iPhone

On Jun 1, 2021, at 2:23 PM, Rescue Squad <williamsbayems@gmail.com> wrote:

George

We recently were able to get the first half a power cot, but we still need the power loader. As you know we are always short staffed and some members struggle with lifting a cot and patient

Some key features of the Power-LOAD that help with EMS members safety include:

- Only two operators needed for an occupied cot
- Raise/lower and load/unload with the touch of a button
- EMS members injury reduction
- Power-LOAD safe working load of 870 lbs

EMS members back injury reduction: Case studies showcase reduction in caregiver back-related injuries.

- 100% reduction in cot-related injuries saved one service \$545,000 in 4.5 years
- 96% reduction in adverse cot events after implementation of Power-PRO XT and Power-LOAD by one service

Safe working load of 870 lbs: The Power-LOAD system can support 870 lbs of working load (the total weight of the cot and patient).

As you know we are challenged to staff our calls so with less people it puts an additional strain on patient lifting/handling This lets ambulance

services potentially require less rescuers on scene to help load and unload patients in the back of the ambulance.

The total expenditure would be approximately \$25,000. We could save that with one back injury.

Here is manufacturer information: <https://www.stryker.com/us/en/emergency-care/products/power-load.html>

I would like to ask protective services to make a recommendation to approve this expense.

Thank you

Rich

--

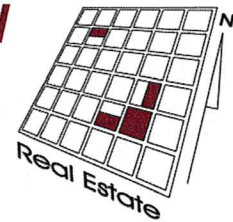
Rich Gluth, FFIII, AEMT
Captain
Williams Bay Fire Rescue Department

Assessment Services Summary for the Village of Williams Bay

Village of Williams Bay
Lori Peternell
Village Clerk

Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



Fee Schedule

The figures below are based on 3 years of professional assessment services. Optional add-on assessment services for a revaluation would be in addition to the price of annual maintenance.

Contract Proposal	2021 Assessment Year	2022 Assessment Year	2023 Assessment Year
MAINTENANCE	\$18,800	\$19,100	\$19,400
FULL REVALUATION	-	+\$100,900	-
EXTERIOR REVALUATION	-	+\$88,900	-
INTERIM MARKET UPDATE	-	+\$40,900	-

Out-of-Pocket Expenses / Invoice Procedures

MAINTENANCE: The compensation due the Assessor shall be paid in monthly or quarterly installments throughout the 2021, 2022 and 2023 assessment year(s).

REVALUATION: Payment shall be made on a monthly basis for services and expenses incurred during a Revaluation year. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review.

- Full Revaluation includes both exterior and interior inspections of all improved parcels. Exterior Revaluation only includes exterior inspections of improved parcels.
- Municipality will be responsible for all postage costs during the revaluation year and are estimated to cost \$1,500 - \$2,500 +/- depending on how many letters/notices etc. are mailed.
- For budgeting purposes if the Village were to conduct either an interim market update, full or exterior revaluation for the 2022 assessment year the estimated total compensation for each type would be as follows:

Maintenance \$19,100	Full Revaluation +\$100,900	Postage +\$2,500	Total = \$122,500
Maintenance \$19,100	Exterior Revaluation +\$88,900	Postage +\$2,500	Total = \$110,500
Maintenance \$19,100	Interim Market Update +\$40,900	Postage +\$1,500	Total = \$61,500

- Financing options are available upon request to spread the revaluation cost over two years.

**APPENDIX A
ADDITIONAL SCOPE OF SERVICES**

This Appendix A is now attached to and incorporated into the Contract for Maintenance Assessment Services made by and between the **Village of Williams Bay, Walworth County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

INTERIM MARKET UPDATE REVALUATION

- I. **SCOPE OF SERVICES.** Assessor shall perform an interim market update revaluation of all taxable real estate and personal property in the Municipality for the **2022** assessment year during this additional scope of services Contract.
- II. **DURATION.** Assessor shall complete all work on or before October 30th, 2022. If unforeseen circumstances delay the completion of work, the parties agree to cooperate in good faith to reach an agreement on an extension of time.
- III. **COST OF SERVICES.** This additional scope of services Contract runs simultaneously with the 2021-2023 Contract for Maintenance Assessment Services signed by the Assessor on 03/02/2020 and the Municipality on 11/17/2020. The Municipality shall pay the Assessor an additional **Forty Thousand Nine Hundred Dollars (\$40,900.00)** for the 2022 interim market update revaluation. Municipality shall be responsible for all postage and mailing services associated with the revaluation program.
 - A. The compensation due to the Assessor shall be made on a monthly basis for services and expenses incurred during the Revaluation year. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review.

SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

07/09/2021

Date

Authorized Signature
Village of Williams Bay

Date

**APPENDIX A
ADDITIONAL SCOPE OF SERVICES**

This Appendix A is now attached to and incorporated into the Contract for Maintenance Assessment Services made by and between the **Village of Williams Bay, Walworth County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

EXTERIOR INSPECTION REVALUATION

- I. **SCOPE OF SERVICES.** Assessor shall perform an exterior inspection revaluation of all taxable real estate and personal property in the Municipality for the **2022** assessment year during this additional scope of services Contract.
- II. **DURATION.** Assessor shall complete all work on or before October 30th, 2022. If unforeseen circumstances delay the completion of work, the parties agree to cooperate in good faith to reach an agreement on an extension of time.
- III. **COST OF SERVICES.** This additional scope of services Contract runs simultaneously with the 2021-2023 Contract for Maintenance Assessment Services signed by the Assessor on 03/02/2020 and the Municipality on 11/17/2020. The Municipality shall pay the Assessor an additional Eighty-Eight Thousand Nine Hundred Dollars (\$88,900.00) for the 2022 exterior revaluation. Municipality shall be responsible for all postage and mailing services associated with the revaluation program.
 - A. The compensation due to the Assessor shall be made on a monthly basis for services and expenses incurred during the Revaluation year. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review.

SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

07/09/2021

Date

Authorized Signature
Village of Williams Bay

Date

AGREEMENT

INFORMATION TECHNOLOGY (IT) MANAGED SERVICES FOR THE VILLAGE OF WILLIAMS BAY

The contract made and entered into this ___ day of _____ 2021, by and between **Velocity Solutions**, hereinafter referred to as the “Consultant” and the **Village of Williams Bay**, Wisconsin, hereinafter referred to as the “Village”.

The Village hereby agrees to engage the Consultant and the Consultant hereby agrees to perform technology services requested by said Village. The relationship between Village and Consultant created under this agreement is that of principal and independent contractor. Neither the terms of this agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and no such person or entity is entitled to be or shall be construed as being a third-party beneficiary of this agreement unless specified by name herein or an amendment hereto. Consultant is an independent contractor, and nothing contained in this Agreement shall be deemed or interpreted to constitute the independent contractor as a partner, agent or employee of the company, nor shall either party have any authority to bind the other.

The Village will make available to the Consultant any information, reports, equipment, and data in possession of the Consultant and will cooperate with the Consultant in the course of the work specified herein. To that end, the Village hereby authorizes members of the staff of said Consultant to enter upon any lands, at reasonable times and in such manner as to cause no unnecessary injury, in order to perform work related to the work cited below in the *Summary of Services*. In order for the Consultant to effectively and efficiently manage the Village’s data infrastructure at the best possible price, the Village agrees to make no changes to the IT infrastructure of the Village without first consulting the Consultant.

Summary of Services: The Consultant will be expected to assist with IT related functions that are to include, Client Management, Server Management, Network Maintenance, On-call support, Cyber Security, Vendor Management and Network Architecture and Design.

Consultant shall provide on-call personnel to respond to daily network and user needs, in addition to monitoring and patching.

The Consultant will be expected to assist in a “coordinator” role on various issues within the scope of essential duties and responsibilities. Examples of the “coordinator role” are:

- ☐ Report to Village on the status of the Village’s IT network.
- ☐ Work with Department Heads/designees to help them implement IT related activities within their office.
- ☐ Serve as the de facto Director of IT for the Village.

Liability & Insurance Requirements: The Consultant is required to meet the Village of Williams Bay insurance requirements. Unless otherwise specified the Consultant shall, before commencing work, procure and maintain for the duration of the contract term insurance against

claims for injuries to persons or damages to property which may arise from or in connection with the work and activities of the Consultant and the Consultant's agents, employees, representatives, and sub-contractors. The insurance provider must be licensed in the State of Wisconsin to provide the coverage. Coverage shall list the Village of Williams Bay as an additionally named insured in the following minimum amounts with specific coverage:

Property Damage: \$1,000,000 (each occurrence)

Bodily Injury: \$500,000 (each person) \$1,000,000 (each occurrence)

Workers Compensation Insurance

Employer's Liability Insurance: \$100,000

Contractual Liability Insurance: \$100,000

The Village shall be able to verify Insurance compliance at any time, upon request.

General Indemnity: As an integral part of this agreement, the Consultant agrees to purchase and maintain, during the life of this agreement, liability insurance in the amounts required in the general liability insurance requirements.

Confidentiality: Consultant acknowledges and agrees that it will not disclose any information obtained in performing services pursuant to this Agreement. Consultant agrees to hold all information in strictest confidence and will take proper and appropriate steps, at all times, to protect such information from disclosure to third parties. All information obtained from the Village will be used by Consultant only in connection with its rights and obligations under this Agreement and no other use will be made of it. A violation of this paragraph will be a material violation of this Agreement.

Disputes: In the event of a dispute between Village and Consultant arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may end this agreement with 30 days written notice.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Assignability: Neither party may assign this Agreement without the express written consent of the other party.

Payments: The Village shall be invoiced monthly only for hours of actual support provided. Payment shall be issued within 30 days.

Term: This Agreement by and between the Village of Williams Bay and Velocity Solutions shall have a duration from **July 19, 2021 through December 31, 2022**, with additional one-

year options for a potential to perform IT support for up to five years. The Village of Williams Bay will have the sole discretion to exercise the options.

Pricing: Consultant's current hourly rate for services is \$85 per hour. Rate increases for the 2022 contract duration shall not exceed the cost-of-living percentage after adjusting for the CPI-U (The Consumer Price Index for All Urban Consumers). Any additional years will be subject to a CPI-U adjustment as well as a possible hourly rate renegotiation at the discretion and request of the Consultant.

Payment is to be used strictly for service hours outlined in contract and cannot be used as a credit for hardware, software, or anything else not in contract.

Ending of agreement: Either party may end this agreement with 30 days written notice for any reason.

All correspondence regarding cancellation shall be via certified mail to this office:

Village:
Village of Williams Bay
Village Administrator's Office
250 Williams Street
Williams Bay, WI 53191

Consultant:
Mr. John Wisniewski
Velocity Solutions
W268S8380 Alpine Drive
Mukwonago, WI 53149

Governing Law: This Agreement shall be governed by the laws of the State of Wisconsin.

Assignability of Agreement: This Contract is not assignable by the Consultant of record, without the express written consent of the Village, and in the event of bankruptcy, assignment for the benefit of creditors, or a petition for receivership relative to the Consultant of record, the Village may, without notice, declare this contract at an end, at its option.

Lawful Agreement: The Consultant in executing this Agreement acknowledges that it has not been induced to enter into this Agreement by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Village concerning any matter not expressed herein. The Contractor acknowledges that the Village has relied upon the proposal submitted by the Contractor and has awarded the Contract in reliance thereon.

Entirety

This Agreement constitutes the entire Agreement between parties. No modification, amendment, alteration, revision or waiver of this Agreement or any of its provisions shall be permitted by or binding upon the parties unless so agreed in writing.

VELOCITY SOLUTIONS

VILLAGE OF WILLIAMS BAY

By _____

By _____

Title:

Village President



July 8, 2021

Agreement for 10-Year Comprehensive Plan Update Services

THIS AGREEMENT is made and entered into by and between the “Client” Village of Williams Bay, Wisconsin, and VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the “Project” is defined as 10-Year Comprehensive Plan Update.

Article I Scope of Work

- A. VANDEWALLE & ASSOCIATES agrees to provide the following “Services”:

Work Element 1: Kickoff and Public Input

Task 1.1: Virtual Kick Off Meeting with Village Staff

VANDEWALLE & ASSOCIATES will facilitate a project kick off meeting with Village Staff to review the existing plan, identify key areas of change, and establish a project schedule. (one 2-hour meeting)

Task 1.2: Prepare Public Participation Plan & Resolution

VANDEWALLE & ASSOCIATES will create the Public Participation Plan (PPP) for the project and associated Resolutions for both Plan Commission and Village Board Adoption. The PPP will be adopted by the Plan Commission and Village Board in Task 6.

Task 1.3: Project Update Materials for Website or Social Media

Throughout the project, VANDEWALLE & ASSOCIATES will produce various summary materials at key milestones of the project that the Village can distribute via its website or social media accounts. This

information will keep interested community members informed and updated throughout the process.

Task 1.4: Update Data and Projections

VANDEWALLE & ASSOCIATES will collect and update all required data sets and rerun population, housing, and land use projections to be used in the Plan.

Task 1.5: Joint Plan Commission and Village Board Kickoff Meeting

VANDEWALLE & ASSOCIATES will facilitate a Kickoff Meeting of the Plan Commission and Village Board to adopt the PPP, review the project schedule and process, identify key areas of change, and to gather input to help guide the development of the Redline Draft Plan. Village Board members with a continued interest in the Plan will have an open invitation to participate in all participatory events and processes. (one 2-hour meeting)

Task 1.6: Focus Group Interviews

VANDEWALLE & ASSOCIATES will facilitate in-person or virtual Focus Group Interviews with key stakeholders in the community on various subjects. Focus Group Interviews could focus on any of the following: economic development, racial/ethnic inclusion and equity, housing, education/workforce, employment, downtown, students, new residents, transportation, utilities, etc. Each Focus Group Interview will be 6-8 total participants. Village Staff will help identify participants. All feedback will be used to guide the development of the Redline Draft Plan. Any number of Focus Groups can be conducted, as needed. VANDEWALLE & ASSOCIATES will facilitate Four Focus Group Meetings. (four 1-hour meetings)

Task 1.7: Public Visioning and Identity Workshop

VANDEWALLE & ASSOCIATES will facilitate one in-person or virtual Public Visioning and Identity Workshop to gather feedback from the entire community on the vision for the future, what makes the Village unique, and how to enhance community identity and character. The feedback will be used to guide the development of the Redline Draft Plan. (one 2-hour meeting)

Work Element 2: Draft Plan Development

Task 2.1: Prepare Draft Text Changes (Redline Draft)

VANDEWALLE & ASSOCIATES will prepare a Redline (track changes) Comprehensive Plan with appropriate updates to all text from the previous Comprehensive Plan, including all components necessary to meet State of Wisconsin planning standards. (in digital form)

Task 2.2: Prepare Draft Map Changes

VANDEWALLE & ASSOCIATES will prepare updated Draft versions of all Plan Maps based on the versions in the previous Comprehensive Plan. (in digital form)

Task 2.3: Virtual Redline Draft Review with Village Staff

VANDEWALLE & ASSOCIATES will send all materials produced in Tasks 2.1 and 2.2 to Village Staff for review. VANDEWALLE & ASSOCIATES will facilitate a virtual meeting to review the Redline Draft and Maps with Village Staff. (one 2-hour meeting)

Task 2.4: Prepare Plan Commission Draft #1

VANDEWALLE & ASSOCIATES will make Village Staff's suggested changes to the Redline Draft (Task 2.3) and produce a "clean" version of the Plan (Draft #1) to be sent to and reviewed by the Plan Commission. (in digital form)

Task 2.5: Plan Commission Meeting to Review Draft #1

VANDEWALLE & ASSOCIATES will facilitate a virtual or in-person Plan Commission meeting to review and gather input on Draft #1. (one 1-hour meeting)

Task 2.5: Prepare Draft #2 with Changes from Plan Commission

VANDEWALLE & ASSOCIATES will make the appropriate changes to Draft #1 based on Plan Commission feedback to produce Draft #2 of the Plan. (in digital form)

Task 2.6: Virtual Discussion on Draft #2 with Village Staff

VANDEWALLE & ASSOCIATES will send all materials produced in Task 2.5 to Village Staff for review. VANDEWALLE & ASSOCIATES will

facilitate a virtual meeting to review Draft #2 with Village Staff. (one 2-hour meeting)

Task 2.7: Plan Commission Meeting to Review Draft #2

VANDEWALLE & ASSOCIATES will facilitate a virtual or in-person Plan Commission meeting to review and gather input on Draft #2. (one 1-hour meeting)

Task 2.8: Prepare Draft #3 with Changes from Plan Commission

VANDEWALLE & ASSOCIATES will make the appropriate changes to Draft #2 based on Plan Commission feedback to produce Draft #3 of the Plan. (in digital form)

Task 2.9: Virtual Discussion Draft #3 with Village Staff

VANDEWALLE & ASSOCIATES will send all materials produced in Task 2.8 to Village Staff for review. VANDEWALLE & ASSOCIATES will facilitate a virtual meeting to review Draft #3 with Village Staff. (one 2-hour meeting)

Task 2.10: Public Open House to Review Draft #3

VANDEWALLE & ASSOCIATES will facilitate a virtual or in-person Public Open House to provide an opportunity for the community to review and give feedback on Draft #3 of the Plan. This could be a traditional in-person meeting where the public can come to view, ask questions, and provide feedback on different summary materials associated with Draft #3 OR, a modified virtual option with a plan summary recording, virtual [Idea Board](#) comment forum, and virtual Q&A session with Village Staff and VANDEWALLE & ASSOCIATES. (one 2-hour in-person meeting OR one 1-hour virtual meeting)

Task 2.11: Joint Plan Commission and Village Board Meeting to Review Draft #3 and Open House Results

VANDEWALLE & ASSOCIATES will facilitate a virtual or in-person Joint Plan Commission and Village Board meeting to review and provide feedback on Draft #3, in addition to reviewing summary materials from the Public Open House. (one 1-hour meeting)

Work Element 3: Final Draft Plan Development and Adoption

Task 3.1: Prepare Final Draft with Changes from Joint Meeting and Open House

VANDEWALLE & ASSOCIATES will make the appropriate changes to Draft #3 based on feedback from Task 2.11 to produce the Final Draft of the Plan. (in digital form)

Task 3.2: Mail Minimum 30-Day Public Hearing Notice

VANDEWALLE & ASSOCIATES will prepare and send mailings to all neighboring and regional jurisdictions notifying them of the Public Hearing (Task 3.3) and Final Draft Plan, per state requirements.

Task 3.3: Joint Plan Commission and Village Board Meeting Public Hearing, Followed by Plan Commission Meeting to Recommend Final Draft for Adoption

VANDEWALLE & ASSOCIATES will facilitate a Joint Plan Commission and Village Board Public Hearing to gather public feedback on the Final Draft Plan and seek a formal Recommendation from the Plan Commission for Village Board Adoption. (one 1-hour meeting)

Task 3.4: Village Board Meeting to Adopt Plan

VANDEWALLE & ASSOCIATES will facilitate a Village Board Meeting to seek formal Adoption of the Final Draft Plan. (one 1-hour meeting)

Task 3.5: Mail Adoption Notice

VANDEWALLE & ASSOCIATES will prepare and send mailings to all neighboring and regional jurisdictions notifying them of the Adoption of the Plan, per state requirements.

Task 3.6: Prepare Adopted Plan

VANDEWALLE & ASSOCIATES will make the appropriate changes to the Final Draft Plan and produce the Adopted version. (in digital form)

Task 3.7: Vision Summary Graphic

VANDEWALLE & ASSOCIATES will produce a Vision Summary Graphic that summarizes the key findings of the Plan and can be

utilized at Village Hall, on the Village website, or as a marketing tool.
(in digital form)

- B. Additional Services, beyond those stated in Article I.A., may be provided through a “Work Order”.
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

Article II Client’s Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Becky Tobin, Village Administrator.
- C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name	Title
------	-------

Name	Title
------	-------

- D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to

use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.

- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall commence from the date of execution, and be in effect through August 31, 2022, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis with the budget for not to exceed \$45,000.
- B. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).

- C. Invoice charges to the Client are divided into these two elements:
1. Professional Fees.
Charged for all Services rendered at current billing rates as listed in Attachment One.
 2. Reimbursable Expenses.
 - a. Most will be invoiced at cost, including travel and all in-house charges.
 - b. Some Reimbursable Expenses will be charged at cost multiplied by 1.1. These are limited to items charged through a third-party vendor. Examples of these would include: printing, reproduction, and delivery charges.
- D. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Dispute Resolution

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.
- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. The parties acknowledge that society has become more and more litigious over the years. Despite having done everything right and fulfilling its obligations under this Agreement, VANDEWALLE & ASSOCIATES may be brought into a lawsuit or other action regarding the Project or other activities of the Client. To avoid VANDEWALLE & ASSOCIATES from incurring significant financial obligations when it has properly performed under this Agreement, Client agrees to indemnify, defend and hold VANDEWALLE & ASSOCIATES, its agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees), arising out of the Project or the performance or non-performance of obligations under this Agreement, except to the extent the same are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of

appeals. For purposes of this provision, “prevailing party” shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.
- G. In order for VANDEWALLE & ASSOCIATES’ to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement, regardless of the basis of the claim. VANDEWALLE & ASSOCIATES’ aggregate liability (including attorneys’ fees) to Client shall not exceed the amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted.

VANDEWALLE & ASSOCIATES

Williams Bay / *Comp Plan Update*

July 8, 20

12

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

Village of Williams Bay

By:

Signature of Authorized Representative

Date

Printed Name

Title

VANDEWALLE & ASSOCIATES, INC.

By:

Nonna Anderson, Business Manager

Date

ATTACHMENT ONE
FEE SCHEDULE

	<u>Hourly Rates</u>
Company President	\$195 to \$250
Principal	\$120 to \$220
Associate	\$95 to \$135
Assistant	\$75 to \$95
GIS Analyst/Cartographer	\$90 to \$100
Communications Specialist	\$65 to \$120
Project Assistant	\$40 to \$60



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org
Phone: 262-245-2700 | Fax: 262-245-2705

UNOFFICIAL MINUTES WATER AND SEWER COMMITTEE TUESDAY, JUNE 15, 2021 AT 3:00 PM VIA TELECONFERENCE

Call to Order

Meeting was called to order by Chairman Umans at 3:00pm

Roll Call

Trustees Umans, Parker and Stanek

Also Present: President Duncan, Trustee Vlach, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards and Jodi Dobson; Baker Tilly

Water Rate Study

The Committee reviewed the draft Forecasted Revenue Requirement report prepared by Baker Tilly that will be used to determine what the water rate increase will need to be. Dobson had some additional questions that staff will be researching and will provide a response to Dobson so that the application can be made to the PSC by August.

Adjourn

Parker/Stanek motion to adjourn at 3:47pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org
Phone: 262-245-2700 | Fax: 262-245-2705

UNOFFICIAL MINUTES WATER AND SEWER COMMITTEE WEDNESDAY, JUNE 16, 2021 AT 6:30 PM VIA TELECONFERENCE

Call to Order

Meeting was called to order by Chairman Umans at 8:14pm

Roll Call

Trustees Umans and Parker

Also Present: President Duncan, Trustee D'Alessandro, Vlach and Wright, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards and Police Chief Timm.

Meeting Minutes

Umans/Parker motion to approve the May 12, 2021 meeting minutes. Unanimously carried.

Resolution R-7-21 Resolution Permit Issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report

Parker/Umans motion to recommend Village Board approval of Resolution R-7-21 Resolution Permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report. Unanimously carried.

Southwick Creek Realignment

No discussion was held due to Engineer Snyder being unable to attend the meeting. Topic will be discussed at a future meeting.

Adjourn

Parker/Umans motion to adjourn at 8:30pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org Phone:
262-245-2700 | Fax: 262-245-2705

UNOFFICIAL MINUTES WATER AND SEWER 06/21/21 MEETING MONDAY, JUNE 21, 2021 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

I. Call to Order

Umans called the meeting to order at 6:40pm.

II. Roll Call

Present: Don Parker, Robert Umans

Also Present: President Duncan, Trustee D'Alessandro, Vlach and Wright, Administrator Tobin, Treasurer Peternell, Chief Timm and Engineer Snyder

Excused: Matt Stanek

III. Southwick Creek

Snyder discussed the proposed Southwick Creek realignment and provided an update on the next steps as outlined below:

When authorized, we plan to prepare an opinion of probable cost for budgeting of the project with additional alternates for:

- Eliminating or moving Horvath Storage and Horvath road access and bike path access if the southern part of the creek is shifted east of Horvath.
- Putting the creek between Horvath and Gage on in the southern stretch
- Putting the creek alignment within Rohner property.
- Removing the sediment from the creek at the entrance to the lake.

When authorized, we plan to prepare an opinion of probable cost for budgeting of the project, including the relocation of the utilities, with additional alternates for:

- Eliminating or moving Horvath Storage and Horvath road access and bike path access if the southern part of the creek is shifted east of Horvath.
- Putting the creek between Horvath and Gage on in the southern stretch
- Putting the creek alignment within Rohner property.
- Removing the sediment from the creek at the entrance to the lake.

Final design can begin after the funding sources are known.

IV. Adjourn

The motion to adjourn was initiated by Don Parker and seconded by Robert Umans at 6:58pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



June 30, 2021

Mr. Edward Wayne – Director of Public Works
Williams Bay Waterworks
250 Elkhorn Road
Williams Bay, WI 53191

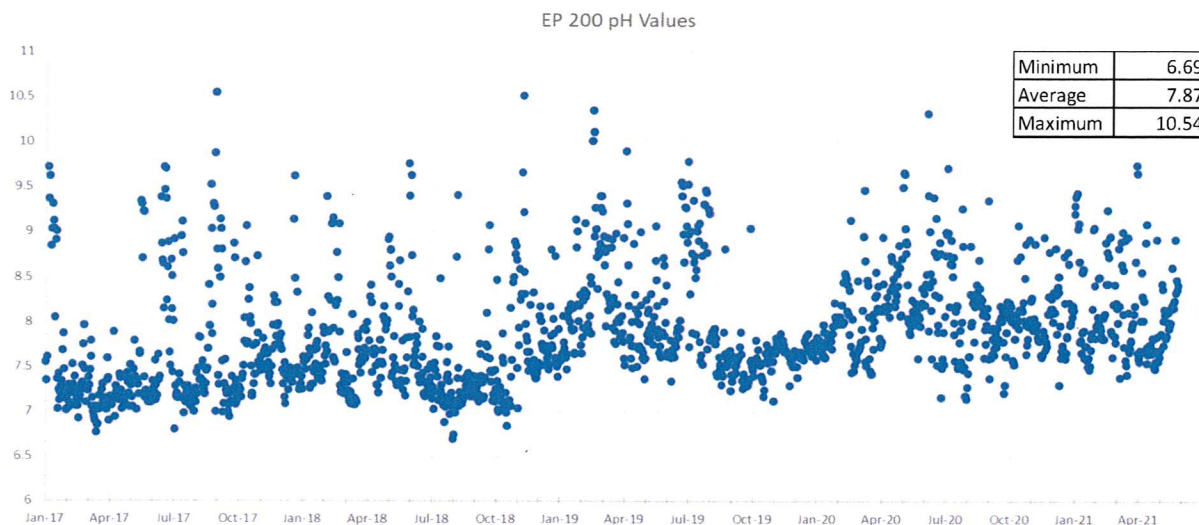
PWSID: 26500606
MC System – Walworth County

SUBJECT: Department Modification of Optimal Corrosion Control Treatment Determination

Dear Mr. Edward Wayne,

Annually, the Department of Natural Resources, Drinking Water and Groundwater Program (Department) evaluates a water system's eligibility to move to reduced-triennial compliance monitoring under the Lead and Copper Rule (LCR). Based on your system's historical lead and copper monitoring results, water system infrastructure/materials, and/or water quality parameters (WQPs) it appears that lead and copper concentrations are not being minimized to the greatest extent possible (NR s. 809.04(59) Wis. Adm. Code). The purpose of this letter is to document the Department's modification of a previous optimal CCT determination and assignment of corrosion control treatment (CCT) requirements.

In 2017, Williams Bay Waterworks (Williams Bay) triggered a copper action level exceedance (ALE), after which the system sampled from an additional 10 taps to reduce the system's lead and copper 90th percentiles. Since then, Williams Bay has continued to have elevated levels of lead and copper. Williams Bay is not providing a corrosion inhibitor and an evaluation of pH ranges indicates a fluctuation of nearly 4.0 S.U. in the majority of the quarters reported (see graph below). These elevated lead and copper results and varying WQPs indicate that further improvements are necessary to optimize CCT.



Due to the variability of WQPs and most recent ALE, the Department is modifying Williams Bay's previous optimal CCT determination in accordance with s. NR 809.543(9), Wis. Adm. Code. **Williams Bay is required to conduct a CCT Study and submit a report to the Department no later than December 30, 2022.**

A CCT Study includes a thorough evaluation of distribution system materials (water mains, service connections, and service lines including: lead goosenecks, lead services, and galvanized pipe formerly downstream of lead) and premise plumbing (lead piping and copper with lead solder), an evaluation of current CCT efficacy in minimizing lead and copper concentrations in the drinking water, consideration of other treatment options that may be more effective at reducing lead and copper, and an evaluation of WQPs that can impact lead and copper releases and CCT efficacy.

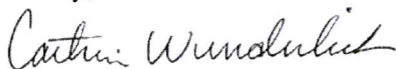
As part of your CCT Study your system must conduct sequential sampling at **three (3)** sites. These sampling results will be used to evaluate service line materials as well as provide lead and copper profile concentrations prior to optimization of CCT [s. NR 809.543(4)(b), Wis. Adm. Code]. The Department will work with you to identify appropriate single-family homes for sequential sampling, located on the original distribution system constructed with Well Nos. 1 or 2. **Sequential sampling must be conducted between June 1st and September 30th, 2021 or 2022.** Sequential sampling results must include one 250 mL sample, one 750 mL sample and nine additional 1-liter samples (for a total of 10-liters of sampling). The intent is to continue using these sites for sequential sampling following the implementation of CCT to track optimization progress over time. The frequency of sequential sampling at these sites following CCT installation is anticipated to be an additional 1-2 times until optimization has been demonstrated.

Note that an evaluation of the corrosivity of the water alone is not a substantial enough analysis to determine the likelihood of lead and copper release and whether corrosion control is optimized. The Department strongly recommends using EPA's Guidance: *Optimal Corrosion Control Treatment Evaluation Technical Guidance for Primacy Agencies and Public Water Systems* (online at <https://www.epa.gov/sites/production/files/2016-03/documents/occtmarch2016.pdf>). An additional Department resource, *Components of a Corrosion Control Study*, has been enclosed for your reference.

As a result of the optimal CCT Modification, your system will remain on **optional** lead and copper compliance monitoring (20 samples every 6 months, between January 1 – June 30 and July 1 – December 31). Since optional monitoring is not enforced, you will not be required to collect lead and copper samples until you have installed the optimal CCT that the Department assigns. This duration of optional monitoring is referred to as a *corrosion control optimization time period*. Following installation of optimal CCT, you will be provided with additional information and notified in writing of your enforced compliance monitoring requirements.

If you would like to have a follow up discussion with the Department regarding these requirements, please contact your DNR Representative, Chris Durgin at Christopher.Durgin@wisconsin.gov or by phone at (414) 263-8748, to set up a date and time for a conference call. Your continued efforts to maintain a safe drinking water system are greatly appreciated.

Sincerely,



Cathrine Wunderlich, P.E.
Public Water Engineering Section Chief
Drinking Water and Groundwater Program
(608) 886-0864

Enclosed:

Components of a Corrosion Control Study

cc:

Jackie Pankau – Williams Bay Waterworks, Clerk
Chris Durgin – Water Supply Engineer, DNR, Fitchburg
Jesse Jensen – SR Supervisor, DNR, Milwaukee
Adam DeWeese – Public Water Supply Section Chief, DNR, Madison
Ann Hirekatur – Lead and Copper Rule Coordinator, DNR, Madison
Colin Sinclair – Lead and Copper Rule Specialist, DNR, Madison
Brendon Peppard – Corrosion Control Engineer, DNR, Madison



CORROSION CONTROL TREATMENT STUDY

Components of a Desktop and Demonstrative Corrosion Control Treatment Study

The purpose of this document is to serve as a reference for systems required to conduct a Corrosion Control Treatment Study and outlines the differences between *Desktop* and *Demonstrative* studies. This may **not** encompass all the content necessary for a Corrosion Control Study but serves to highlight some of the major components and expectations for each study type. Each system's study components will depend on system specifics. Refer to the EPA's *Optimal Corrosion Control Treatment Evaluation Technical Guidance for Primacy Agencies and Public Water Systems* for additional information.

Components of a CCT Study May Include:

- 1) Evaluation of the efficacy of all treatments described in s. NR 809.543(3), as follows:
 - a. Alkalinity and pH adjustment.
 - b. Calcium hardness adjustment.
 - c. The addition of a phosphate or silicate-based corrosion inhibitor at a concentration sufficient to maintain an effective residual concentration in all test samples.
- 2) For demonstrative studies systems should:
 - a. Evaluate each of the corrosion control treatments listed above using either pipe rig or loop tests, metal coupon tests, partial-system tests (see *Corrosion Control Study – Demonstration Study Types* pg 3).
 - b. Collect water quality data before *and* after the evaluation of a given treatment; the list of applicable WQPs will be discussed further in later correspondence.
 - c. Recommendation for implementation of CCT that minimizes lead and copper at consumer's taps based a demonstrative study conducted using your system's water.
- 3) For desktop studies systems should:
 - a. Evaluate raw, entry point, and distribution system water quality information for the determination of key water quality parameters and their potential impacts of water quality on lead and copper release and treatability.

Note: This is not just a determination of the corrosivity of water, but an evaluation that considers all aspects of water quality and other non-corrosion control treatments.
 - b. Determine primary causes of elevated lead and/or copper: review materials inventories to determine primary sources of lead and copper in drinking water as well as other materials which may contribute to lead and copper releases (i.e. galvanized services/plumbing, brass fixtures, etc.).
 - c. Review customer complaint history to identify potential water quality issues that may be contributing to lead and/or copper releases.
 - d. Discuss multiple corrosion control treatment types and how the selected treatment and proposed dosing aligns with EPA guidance. Note that some treatment types may require piloting before the Department can approve treatment implementation.
 - e. In cases where blended phosphates are selected, discussion of the blend percentage and justification of polyphosphate in the system should be addressed.

Note: A survey of analogous treatments at other systems will not be accepted.
- 4) Data and documentation collected during the study including:
 - a. Water Quality Parameters impacted by given treatments.
 - b. Identification of all chemical and/or physical constraints of the proposed treatment.
 - c. Evaluation of the treatment's effect to other water quality treatment processes.
 - d. For a detailed list, see Exhibits 4.3, 4.4, 4.5, 4.6, and 4.8 in the OCCT Guidance.
- 5) Proposed doses and treatment chemicals that will be used to reduced lead and copper at consumer's taps. Plan Review is required for any treatment changes.
- 6) A detailed schedule of the System's plan/timeline for treatment start-up.
- 7) See table *Desktop Study vs. Demonstrative Study Comparisons* (pg 2)

Desktop Study vs. Demonstrative Study Comparison		
Corrosion Control Study Content	Desktop Study	Demonstrative Study
Evaluate Raw, Entry Point, and Distribution system water quality parameters and how the various parameters relate to corrosion control.	✓	✓
Conduct profile sampling to determine efficacy of current Corrosion Control Treatment and generate a baseline for any proposed changes.	✓	✓
Identify causes of elevated lead and copper in the system and include an inventory of plumbing materials in the system	✓	✓
Evaluate Multiple Corrosion Control Treatment types including but not limited to phosphate addition, silicate addition, and pH adjustment. ¹	✓	✓
Identify chemical and physical constraints associated with all examined Corrosion Control Treatment types and substantiate all decisions and constraints with data and documentation.	✓	✓
Evaluate distribution system maintenance and flushing programs; determine how level of distribution system cleanliness may be contributing to lead and copper issues.	✓	✓
Conduct Pilot Scale testing to evaluate and substantiate corrosion control treatment constraints and determine the effect proposed treatments will have on system water quality.	Not Required ²	✓
Conduct Pipe Scale Analysis to determine effectiveness of existing corrosion control treatment.	Not Required ²	Not Required ²
Operate a Pipe Loop to evaluate multiple Corrosion Control Treatments over an extended period of time with harvested distribution system plumbing materials to determine potential impacts a corrosion control treatment change could have on existing plumbing.	Not Required ²	✓
Suggest corrosion control treatment dose, and timeline for implementation in final Corrosion Control Study submitted to Department for evaluation. ¹	✓	✓

¹ During evaluation and study of any blended phosphate or silicate products, which have the potential to sequester lead and copper, substantiation of the blend percentage and product will be required if proposed for Corrosion Control Treatment.

² These items are not required for completion of their respective Corrosion Control Studies; however, they may provide significantly more information during treatment evaluations and allow for increased confidence in Corrosion Control Treatment determinations.

Corrosion Control Study – Demonstrative Study Types

The description below are purely informational. A Corrosion Control Study must be tailored to meet the needs of each specific water system and will depend on a number of different variables including sources of lead and copper, source water, and existing treatment in place.

Water system's that will be conducting a Corrosion Control Study are advised to contact a consultant and/or treatment supplier regarding the proper construction, maintenance, and situational use of the proposed demonstration study types. It is also strongly recommended to schedule a meeting with the Department to discuss the details of a Corrosion Control Study prior to implementation.

- 1) **Pipe Loop Studies.** A pipe loop study includes development of a system constructed with excavated lead service lines installed in a flow through or recirculating system. Valves located throughout the loop allow for water to be circulated at various flow rates to simulate typical use. Pipe loops may require between 3 and 9 months to develop scales consistent with the water system. Lead and/or copper samples should be taken monthly until lead and/or copper level changes are less than or equal to 5%, to ensure scale stabilization. Small scale treatment modifications can be implemented in pipe loop configurations to determine the impact on the water system.

OR

- 2) **Coupon Analyses/Monitoring Stations.** Coupon studies and monitoring stations use samples of lead and/ or copper (usually flat metal pieces) to mimic the exposure of system infrastructure to the system's drinking water. Coupon studies and monitoring stations that are maintained properly can provide information to help determine if treatment modifications installed at the station have the potential to decrease the release of lead and/or copper within the distribution system. Coupon studies and monitoring stations have limited uses in predicting exposure of lead and/or copper at consumer's taps given that "fresh" metal coupons lack the scale and treatment seen in consumer's service lines.

OR

- 3) **Scale and Solid Analysis.** Lead services excavated from the water system and opened to examine pipe scales. Scales can be examined visually, via X-ray diffraction (XRD), X-ray fluorescence (XRF), X-ray emission spectroscopy, Raman spectroscopy, inductively coupled plasma mass spectroscopy (ICP-MS) and scanning electron microscope (SEM). Elemental analysis and images of excavated pipes can provide indications about the effectiveness and nature of corrosion control and guide recommendation decisions for corrosion control recommendations.

OR

- 4) **Partial System Testing.** In hydraulically isolated areas of the distribution system, Department approved treatment modifications and accompanying monitoring for lead and/or copper and water quality parameters can help to optimize corrosion control treatment for larger systems. This partial system testing can be done in connection with a Pipe Loop Study following conditioning of pipe loops. Partial system testing should only be done in consultation with the Department, as there are substantial risks to consumers associated with modifying treatment which has not been properly tested by use of other

Estimate of Upcoming Water Utility Project Cost

Village of Williams Bay, Wisconsin

	Planned Year for Expense	Item	Need For Project	Estimated Cost
	2021	Optimize Corrosion Control Investigation/Pilot Study	See the June 30, 2021 letter from the WDNR regarding Department Modification of Optimal Corrosion Control Treatment Determination; answer due 12-31-2022	\$120,000
	2022	Chlorination Improvements Design and Permitting	Phase 2 of Corrosion Control Investigation	\$150,000
	2023	Chlorination Improvements - Construction	Water Plant Modifications to include chlorine for control of ammonia, granular media replacement and new booster pumps for high zone.	\$1,800,000
	2023	Well 2 Pump Replacement	Well 2 pump is from 1980's and needs to be deeper to provide long term service- Part of Chlorination Improvements.	\$140,000
	2022	Reactor Cleaning and Painting and Permitting	This needs to be done about every 20 years. If not done, the Village will not provide soft water or reduce radium.	\$180,000
	2023	STH 67 Water Main Improvements	Water main associated with WDOT Construction	\$900,000
	2022	Southwick Creek Realignment - Design and Permitting	Needed to expand at the water plant and remove the water plant from the floodway. No WDNR participation.	\$50,000
	2024	Southwick Creek Realignment - Construction	Needed to expand at the water plant and remove the water plant from the floodway. No WDNR participation.	\$900,000
			Totals =	\$4,240,000

ORDINANCE #2019 – 01
AN ORDINANCE REPEALING AND RE-CREATING SECTION 9.03 OF THE CODE OF
ORDINANCES OF THE VILLAGE OF WILLIAMS BAY REGULATING CROSS CONNECTIONS

WHEREAS, Chapter NR 810 and SPS 382, Wisconsin Administrative Code, require protection for the public water system from contamination due to backflow of contaminants through the water service connection; and

WHEREAS, the Wisconsin Department of Natural Resources requires the development and implementation of a comprehensive cross connection control program to effectively prevent the contamination of potable water systems;

WHEREAS, the Village Board of the Village of Williams Bay wishes to update its Municipal Code provisions regulating cross connections in the village.

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

Section I. Section 9.03 of the Code of Ordinances of the Village of Williams Bay is hereby repealed and re-created to read as follows:

9.03 Cross Connection to Public Water System Prohibited

- (1) DEFINITION OF CROSS CONNECTION. A cross connection is defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the Village's public water system, and the other of which contains water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, with the direction of flow depending on the pressure differential between the two systems.
- (2) UNPROTECTED CROSS CONNECTIONS PROHIBITED. No person, firm, or corporation may establish or maintain, or permit to be established or maintained, any unprotected cross connection. Cross connections shall be protected as required in ch. SPS 382, Wisconsin Administrative Code.
- (3) INSPECTION. The water utility may inspect, or arrange for an inspection of, property served by the public water system for cross connections. The frequency of inspections shall be established by the water utility in accordance with Wisconsin Administrative Code. Any unprotected cross connections identified by the inspection shall be promptly corrected. Failure to promptly correct an unprotected cross connection shall be sufficient cause for the water utility to discontinue water service to the property, as provided in sub. (6) below.
- (4) RIGHT OF ENTRY. Upon presentation of credentials, a representative of the water utility shall have the right to request entry, at any reasonable time, to a property served by a connection to the public water system for the purpose of inspecting the property for cross connections. Refusing entry to such utility representative shall be sufficient cause for the water utility to discontinue water service to the property, as provided in sub. (6) below. If entry is refused, a special inspection warrant under Section 66.0119 of the Wisconsin Statutes, may be obtained.

- (5) PROVISION OF REQUESTED INFORMATION. The water utility may request an owner, lessee, or occupant of property served by a connection to the public water system to furnish the water utility with pertinent information regarding the piping systems on the property. Refusing to provide requested information shall be sufficient cause for the water utility to discontinue water service to the property, as provided under sub. (6) below.
- (6) DISCONTINUATION OF WATER FOR VIOLATION. The water utility may discontinue water serve to any property wherein any unprotected connection in violation of this ordinance exists, and take other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service may be discontinued, however, only after reasonable notice and opportunity for hearing under Ch. 24 of the Municipal Code of Williams Bay, except as provided in sub. (7) below. Water service to such property shall not be restored until the unprotected cross connection has been eliminated.
- (7) EMERGENCY DISCONTINUANCE. If it is determined by the water utility that an unprotected cross connection or emergency endangers public health, safety, or welfare, and requires immediate action, and if a written finding to that effect is filed with the Village Clerk and delivered to the customer's premises, water service may be immediately discontinued. The customer shall have an opportunity for hearing under Ch. 24 of the Municipal Code of Williams Bay within 10 days of such emergency discontinuance. Water service to such property shall not be restored until the unprotected cross connection has been eliminated.

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 15th day of April, 2019.

VILLAGE OF WILLIAMS BAY

By: 
William Duncan, President

Attest: 
Diana Dykstra, Clerk

First Reading: 4-15-19
Second Reading: waived
Date Adopted: 4-15-19
Date Published: 4-25-19