



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

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

MONDAY, AUGUST 4, 2025 AT 6:45 PM

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

AGENDA

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

I. Village Board Committee of the Whole

- a. Call to Order
- b. Roll Call
- c. Meeting Decorum. *According to Robert's Rules of Order, meeting decorum means maintaining respectful and orderly behavior during a discussion, including addressing the chair to speak, staying relevant to the topic at hand, avoiding personal attacks, and generally adhering to courteous conduct while debating issues; essentially, ensuring that discussions are focused and civil, with only one person speaking at a time when recognized by the chair. Violators of meeting decorum will be excused from the meeting.*
- d. Joint Village Board Committee of the Whole & Committees Meeting Minutes of July 7, 2025

II. Parks & Lakefront Committee – Russell, Wright, Franzen

- a. Call to Order
- b. Roll Call
- c. Parks & Lakefront Committee Meeting Minutes of July 16, 2025
- d. Discussion and Possible Action on an Estimate from Gage Marine to Replace Five (5) Pier Cribs on Williams Bay East Pier: Main Pier Cribs 1 & 2, 3 Slips Cribs Between Slips 27-30
- e. Adjourn

III. Streets & Highways Committee – Bartholomew, Vlach, Wright

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on GFL Garbage Bins. *GFL offered to provide customers with the option to replace their existing 94-gallon carts with smaller 64-gallon containers for all WB customers for an amount not to exceed \$40 per cart, with the exception that all residents with physical limitations or seniors 65 and older to be provided the smaller container at no charge*
- d. Discussion and Possible Action on a Bid Price from Rock Road Companies, Inc. for the Restriping of the

Yellow Centerline on Cedar Point Drive for an Amount Not to Exceed \$13,000.

- e. Adjourn

IV. Protective Services Committee – Vlach, Umans, Franzen

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Proposed Addition to The Existing Williams Bay Fire/EMS Station Located at 5 East Geneva Street (WOP 00086)
- d. Fontana Emergency Medical (EMS) Monthly Numbers
- e. Williams Bay Police Chief's Monthly Report
- f. Williams Bay Police Department Monthly Numbers
- g. Adjourn

V. Water & Sewer Committee – Umans, Russell, Bartholomew

- a. Call to Order
- b. Roll Call
- c. Village Engineers Report
- d. Discussion and Possible Action on Two (2) Quotes From Odling Construction Inc. for the Replacement of Two (2) Residential Lead Service Lines With Reimbursement of the Private Portion by the Property Owner
- e. Discussion and Possible Action on A Work Order from Baxter & Woodman for Sanitary Sewer Replacement Design Engineering for the following Projects: (1) Oakwood & Easements Sewer Replacement and (2) Lift Station #4 Gravity Sewer Replacement
- f. *Informational.* Village Water Rate Study - Public Service Commission (PSC) Public Hearing - August 18, 2025
- g. Adjourn

VI. Building, Zoning & Ordinance Committee – Franzen, Vlach, Russell

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on and Ordinance Amending Chapter 12 Boards Commissions Committees Section 12-9 Kishwaukee Nature Conservancy (KNC) Board. *Reducing Minimum Village Membership on the KNC Board from Five (5) to Four (4)*
- d. Discussion and Possible Action on An Ordinance Renumbering Sections 128-8 and Creating Section 128-8 of the Code of Ordinances Regulating Licenses for the Sale of Alcohol Beverages. *Establishing standards for renewal of unused liquor licenses*
- e. Discussion and Possible Action on Amending Chapter 189 Fire and Fire Prevention Section 189-19 Regulating Open Burning. *Amending the Code adding The Preserve Nature Conservancy and Yerkes as exempt properties.*
- f. Discussion and Possible Action on Amending Ordinances 390-0310 M. Tourist Rooming House and Code 205, Article III, Short-Term Rental of Residential Dwellings, Including Fees, Enforcement and Penalties
- g. Code Maintenance Plan Update
- h. Adjourn

VII. Finance & Personnel Committee – Wright, Umans, Bartholomew

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on an Estimate from Gage Marine to Replace Five (5) Pier Cribs on Williams Bay East Pier: Main pier cribs 1 & 2, 3 slips cribs between slips 27-30
- d. Discussion and Possible Action on a Bid Price from Rock Road Companies, Inc. for the Restriping of the Yellow Centerline on Cedar Point Drive for an Amount Not to Exceed \$13,000.
- e. Discussion and Possible Action on Authorization to Dispose of Village Property - Recreation Department Mower(s) and Misc. Items & Public Works Vehicle and Equipment
- f. Discussion and Possible Action on A Quote from Ventek - Regarding Reducing or Eliminating Accepting Cash for Williams Bay Launch Fees
- g. Discussion and Possible Action on 2023 Audit Management Letter Responses - Draft
- h. Adjourn

VIII. Village Board Committee of the Whole

- a. Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole)
 - 1. Discussion and Possible Action on an Estimate from Gage Marine to Replace Five (5) Pier Cribs on Williams Bay East Pier: Main pier cribs 1 & 2, 3 slips cribs between slips 27-30
 - 2. Discussion and Possible Action on a Bid Price from Rock Road Companies, Inc. for the Restriping of the Yellow Centerline on Cedar Point Drive for an Amount Not to Exceed \$13,000.
- b. Discussion and Possible Action on An Ordinance Amending Chapter 189 Fire and Fire Prevention Section 189-19 Regulating Open Burning. *Amending the Code adding The Preserve Nature Conservancy and Yerkes as exempt properties.*
- c. Adjournment

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

Posted: 08/01/2025 5:00 PM



VILLAGE OF WILLIAMS BAY

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Phone: 262-245-2700

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

**MONDAY, JULY 7, 2025 AT 6:45 PM
VILLAGE HALL COUNCIL ROOM
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191**

I. Village Board Committee of the Whole

a. Call to Order

President Jaramillo called the meeting to order at 06:52pm.

b. Roll Call

Present: President Adam Jaramillo, Trustees George Vlach, Lowell Wright, Robert Umans, Steven Russell, Mary Bartholomew, and Susan Franzen

Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Police Lieutenant Will Kostock, Fontana Fire Chief Richard Manthy Jr, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Library Director Joy Schnupp, Recreation Director Ryan Knop, Treasurer Jennifer Wiese, Clerk Tina Kolls

- c. Meeting Decorum.** *According to Robert's Rules of Order, meeting decorum means maintaining respectful and orderly behavior during a discussion, including addressing the chair to speak, staying relevant to the topic at hand, avoiding personal attacks, and generally adhering to courteous conduct while debating issues; essentially, ensuring that discussions are focused and civil, with only one person speaking at a time when recognized by the chair. Violators of meeting decorum will be excused from the meeting.*

d. Joint Village Board Committee of the Whole & Committees Meeting Minutes of June 2, 2025

The motion to approve the Joint Village Board Committee of the Whole & Committees Meeting Minutes of June 2, 2025 was initiated by Trustee Umans and seconded by Trustee Wright. Unanimously carried.

II. Water & Sewer Committee – Umans, Russell, Bartholomew

a. Call to Order

Chairman Trustee Umans called the meeting to order at 06:53pm.

b. Roll Call

Present: Trustees Umans, Russell and Bartholomew

Also Present: President Jaramillo, Trustees Wright, Vlach, and Franzen, Administrator Lothspeich, Police Chief Timm, Police Lieutenant Kostock, Fontana Fire Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Library Director Schnupp, Recreation Director Knop, Treasurer Wiese, Clerk Kolls

c. Discussion and Possible Action on Replacement of Four (4) Residential Lead Service Lines

The Committee gave direction to the Village Staff to create a Resolution Authorizing the Replacement of Residential Lead Service Lines.

d. Village Engineers Report

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

- STH 67 Reconstruction East-West Section
- Women's Leadership Center
- Corrosion Control Study - Improvements to Water Plant
- Water Plant Letter Flood Map Revision (LOMR) Assistance
- Street Rehabilitation Program
- Harris Road Lift Station (LS 3) Replacement
- Well 2 Pump Replacement/Well 3 Pump Replacement
- Preserve Development - Former GW College
- Park Place CSM
- East Geneva Street Canyon Development - Former Levar
- Willabay Meadows Subdivision - Final Development Plan

e. Adjourn

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

III. Streets & Highways Committee – Bartholomew, Vlach, Wright

a. Call to Order

Chairman Trustee Bartholomew called the meeting to order at 07:09pm.

b. Roll Call

Present: Trustees Bartholomew, Vlach, and Wright

Also Present: President Jaramillo, Trustees Umans, Russell, and Franzen, Administrator Lothspeich, Police Chief Timm, Police Lieutenant Kostock, Fontana Fire Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Library Director Schnupp, Recreation Director Knop, Treasurer Wiese, Clerk Kolls

- c. Discussion and Possible Action on Parks and Lakefront Committee Recommendation to Establish a "No Left Turn" restriction from E. Geneva Street into the Launch Area for Westbound Vehicles on Weekends and Holidays Between Memorial Day and Labor Day Re: Traffic Congestion at Launch.**

The motion to recommend Village Board approval of establishing a "No Left Turn" restriction from E. Geneva Street into the Launch Area for Westbound Vehicles on Weekends and Holidays Between Memorial Day and Labor Day Re: Traffic Congestion at Launch was initiated by Trustee Bartholomew and seconded by Trustee Vlach. Unanimously carried.

d. Adjourn

The motion to adjourn was initiated by Trustee Bartholomew and seconded by Trustee Wright at 07:12pm. Unanimously carried.

IV. Protective Services Committee – Vlach, Umans, Franzen

a. Call to Order

Chairman Trustee Vlach called the meeting to order at 07:12pm.

b. Roll Call

Present: Trustees Vlach, Umans, and Franzen

Also Present: President Jaramillo, Trustees Bartholomew, Wright, and Russell, Administrator Lothspeich, Police Chief Timm, Police Lieutenant Kostock, Fontana Fire Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Library Director Schnupp, Recreation Director Knop, Treasurer Wiese, Clerk Kolls

c. Protective Services Meeting Minutes of June 16, 2025

The motion to approve the Protective Services Meeting Minutes of June 16, 2025 was initiated by Trustee Umans and seconded by Trustee Franzen. Unanimously carried.

d. Discussion and Possible Action on Corn & Brat Fest Liquor Controls

The Committee discussed Corn & Brat Fest Liquor Controls.

e. Fontana Emergency Medical (EMS) Monthly Numbers

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

f. Village of Fontana Joint Emergency Services Committee Meeting - June 17, 2024 (Informational Report)

The Committee discussed the Village of Fontana Joint Emergency Services Committee Meeting that was held on June 17, 2025.

g. Discussion and Possible Action on the Addition of a Full-Time Police Officer in Current Year 2025

The motion to recommend Village Board approval of the Addition of a Full-Time Police Officer in Current Year 2025 was initiated by Trustee Vlach and seconded by Trustee Umans. Unanimously carried.

h. Williams Bay Police Chief's Monthly Report

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

- The Hooked on Fishing event was last month and went well.
- Completed PSA with Water Safety Patrol and the DNR.
- Worked with several neighboring jurisdictions on training.
- Ended the fiscal year of training with 30 hours of training, which is below average due to in-house training.

i. Williams Bay Police Department Monthly Numbers

The Committee reviewed the Williams Bay Police Department's monthly numbers.

j. Adjourn

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

V. Parks & Lakefront Committee – Russell, Wright, Franzen

a. Call to Order

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

b. Roll Call

Present: Trustees Russell, Wright, and Franzen

Also Present: President Jaramillo, Trustees Bartholomew, Umans, and Vlach, Administrator Lothspeich, Police Chief Timm, Police Lieutenant Kostock, Fontana Fire Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Library Director Schnupp, Recreation Director Knop, Treasurer Wiese, Clerk Kolls

c. Discussion and Possible Recommendation on an Edgewater Park Use and Policy Contract for Kishwaukee Nature Conservancy for a Board Picnic & Cookout on July 24, 2025

The motion to recommend Village Board approval on an Edgewater Park Use and Policy Contract for Kishwaukee Nature Conservancy for a Board Picnic & Cookout on July 24, 2025 was initiated by Trustee Russell and seconded by Trustee Franzen. Unanimously carried.

d. Discussion and Possible Action on a Request for Crescent Moon to Place a Sign at Williams Bay Beach During Their Yoga On The Beach on Saturdays and Sundays from 7am to 8:15am from Memorial Day to Labor Day

The motion to recommend Village Board approval of a Request for Crescent Moon to Place one Sign at Williams Bay Beach During Their Yoga On The Beach on Saturdays and Sundays from 7am to 8:15am from Memorial Day to Labor Day was initiated by Trustee Russell and seconded by Trustee Franzen. Unanimously carried.

e. Discussion and Possible Action on Establishing Age and Supervision Requirements at the Williams Bay Beach

The motion to recommend Village Board approval of Establishing Age and Supervision Requirements at Williams Bay Beach was initiated by Trustee Russell and seconded by Trustee Wright. Unanimously carried.

The motion to recommend Village Board approval of Establishing Age and Supervision Requirements at Williams Bay Beach was amended to eliminate #4, change # 14 to no lily pad type of flotation device, and change #9 to amend to say no pets was initiated by Trustee Russell and seconded by Trustee Wright. Unanimously carried.

f. Discussion and Possible Action on Lions Club Donation of Shelters for the Village Dog Park(s)

The motion to recommend Village Board approval of a Lions Club Donation of Shelters for the Village Dog Park(s) was initiated by Trustee Russell and seconded by Trustee Franzen. Unanimously carried.

g. Adjourn

The motion to adjourn was initiated by Trustee Franzen and seconded by Trustee Wright at 07:58pm. Unanimously carried.

VI. Building, Zoning & Ordinance Committee – Franzen, Vlach, Russell

a. Call to Order

Chairman Trustee Franzen called the meeting to order at 07:58pm.

b. Roll Call

Present: Trustees Franzen, Vlach, and Russell

Also Present: President Jaramillo, Trustees Bartholomew, Umans, and Wright, Administrator Lothspeich, Police Chief Timm, Police Lieutenant Kostock, Fontana Fire Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Library Director Schnupp, Recreation Director Knop, Treasurer Wiese, Clerk Kolls

c. Discussion and Possible Action on An Ordinance Amending Sections 308-1, 308-5, 308-13 and 308-22 Chapter 308 Section 5 *Management of Lead-acid Batteries, Major Appliances, Waste Oil and Yard Waste and Electronic Waste of the Code of Ordinance of the Village of Williams Bay Regulating Solid Waste and Recycling* for Consistency with The Village's Current Waste Haulers Contract

The motion to recommend Village Board approval of an Ordinance Amending Sections 308-1, 308-5, 308-13 and 308-22 Chapter 308 Section 5 *Management of Lead-acid Batteries, Major Appliances, Waste Oil and Yard Waste and Electronic Waste of the Code of Ordinance of the Village of Williams Bay Regulating Solid Waste and Recycling* for Consistency with The Village's Current Waste Haulers Contract was initiated by Trustee Vlach and seconded by Trustee Russell. Unanimously carried.

d. Discussion and Possible Action on Requiring the Surrender of Liquor Licenses for Inactive Businesses

The motion to recommend Village Board approval of Requiring the Surrender of Liquor Licenses for Inactive Businesses was initiated by Trustee Russell and seconded by Trustee Vlach. Unanimously carried.

e. Discussion and Possible Action on Safety Issues Regarding Chalking on Village Streets

Trustee Franzen discussed safety issues regarding chalking on village streets.

f. Discussion and Possible Action on Amending Village Codes Re: Scooters and E-Scooters

Trustee Franzen discussed the village code regarding scooters and e-scooters.

g. Adjourn

The motion to adjourn was initiated by Trustee Russell and seconded by Trustee Vlach at 08:15pm. Unanimously carried.

VII. Finance & Personnel Committee – Wright, Umans, Bartholomew

a. Call to Order

Chairman Trustee Wright called the meeting to order at 08:15pm.

b. Roll Call

Present: Trustees Wright, Umans, and Bartholomew

Also Present: President Jaramillo, Trustees Vlach, Russell, and Franzen, Administrator Lothspeich, Police Chief Timm, Police Lieutenant Kostock, Fontana Fire Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Library Director Schnupp, Recreation Director Knop, Treasurer Wiese, Clerk Kolls

c. Discussion and Possible Action on Expenses for the Installation of Stop Sign with Lighting Outline at Liechty St and .

The motion to recommend Village Board approval of the Installation of a Stop Sign with Lighting Outline at Liechty St and S. Walworth was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

The motion to recommend Village Board approval of the Installation of a Stop Sign with Lighting Outline at Liechty St and S. Walworth was amended to include that it is not to exceed \$2000.00 to be paid from contingencies was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

- d. Discussion and Possible Action on Expenses re: Installation of a Crosswalk at the Intersection of E. Geneva Street and Potawatomi Road Including: installation of a pedestrian crosswalk sign at street centerline (removable in Winter); (b) installation of "pedestrian crosswalk ahead" warning signage and (c) trim back tree branches in Village ROW in coordination with the Condo Association.

The motion to recommend Village Board approval of the Expenses re: Installation of a Crosswalk at the Intersection of E. Geneva Street and Potawatomi Road Including: installation of a pedestrian crosswalk sign at street centerline (removable in Winter); (b) installation of "pedestrian crosswalk ahead" warning signage and (c) trim back tree branches in Village ROW in coordination with the Condo Association was initiated by Trustee Bartholomew and seconded by Trustee Umans. Unanimously carried.

The motion to recommend Village Board approval of the Expenses re: Installation of a Crosswalk at the Intersection of E. Geneva Street and Potawatomi Road Including: installation of a pedestrian crosswalk sign at street centerline (removable in Winter); (b) installation of "pedestrian crosswalk ahead" warning signage and (c) trim back tree branches in Village ROW in coordination with the Condo Association was amended to include that the cost is not to exceed \$8000.00 to be paid from contingencies was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

- e. Discussion and Possible Action on Underground Easement for Electric and Communication between the Village of Williams Bay and Alliant Energy

The motion to recommend Village Board approval of the Underground Easement for Electric and Communication between the Village of Williams Bay and Alliant Energy was initiated by Trustee Bartholomew and seconded by Trustee Umans. Unanimously carried.

- f. Discussion and Possible Action on Amending the 2025 Budget for the Addition of a Full-Time Police Officer in Current Year 2025

The motion to recommend Village Board approval of the Addition of a Full-Time Police Officer in Current Year 2025 was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

- g. Authorization to Dispose of Village Property - Police Department 2014 Squad Car

The motion to recommend Village Board approval of the Authorization to Dispose of Village Property - Police Department 2014 Squad Car was initiated by Trustee Bartholomew and seconded by Trustee Umans. Unanimously carried.

- h. Discussion and Possible Action on Village Credit Card Authorized Employees

The motion to recommend Village Board approval of the Village Credit Card Authorized Employees was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

- i. 2023 Audit Management Letter Responses - Draft

This item was deferred to the next meeting.

- j. Discussion and Possible Action on Village Administrator Annual Goals 2025-26

The Village Administrator's annual goals for 2025-2026 were discussed by the Committee and the list of five alternatives was decided as the best choice.

- k. Monthly Borrowings Status Report

The Committee reviewed the Monthly Borrowings Status Report.

- l. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Bartholomew at 08:38pm. Unanimously carried.

VIII. Village Board Committee of the Whole

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

1. Discussion and Possible Recommendation on an Edgewater Park Use and Policy Contract for Kishwauketoe Nature Conservancy for a Board Picnic & Cookout on July 24, 2025

The motion to approve the Edgewater Park Use and Policy Contract for Kishwauketoe Nature Conservancy for a Board Picnic & Cookout on July 24, 2025 was made by Committee, no second required. Unanimously carried.

b. Adjournment

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Umans at 08:40pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



VILLAGE OF WILLIAMS BAY

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Phone: 262-245-2700

UNOFFICIAL MINUTES PARKS & LAKEFRONT COMMITTEE MEETING MEETING WEDNESDAY, JULY 16, 2025 AT 4:00 PM VILLAGE HALL COUNCIL ROOM 250 WILLIAMS STREET WILLIAMS BAY, WI 53191

**THERE MAY BE A QUORUM OF VILLAGE TRUSTEES PRESENT, NO BOARD
BUSINESS WILL BE CONDUCTED.**

I. Call to Order

Chairman Trustee Russell called the meeting to order at 04:00pm.

II. Roll Call

Present: Trustees Steven Russell and Susan Franzen, Trustee Wright arrived at 4:10pm

Also Present: Police Chief Justin Timm and Trustee Robert Umans

III. Discussion and Possible Action on Congestion at the Williams Bay Boat Launch

Trustee Russell indicated this was informational only and no motion anticipated.

Trustee Russell presented two different options for reducing congestion on Geneva St. Both options were created by Baxter & Woodman. First option not viable. Second option would require removing trees and berms.

Trustee Franzen proposed using the current resident parking area as the staging area and either connecting to the launch parking or keeping separate.

Trustee Wright was not in favor of having the launch staging area next to the shore path.

Committee decided to place this item on the next Parks & Lakefront Committee Meeting and include remote staging during periods of high congestion.

IV. Discussion and Possible Action on Going Cashless at the Williams Bay Boat Launch

The motion to recommend Village Board approval of moving the boat launch fee collection to a cashless process using one kiosk and two mobile systems based on ; (1) launch revenue exceeds budget by the dollar amount needed for the investment in equipment and (2) staff recommendation on the best system approach/process was initiated by Trustee Russell and seconded by Trustee Wright. Unanimously carried.

The motion to recommend Village Board approval of moving the boat launch fee collection to a cashless process using one kiosk and two mobile systems based on ; (1) launch revenue exceeds budget by the dollar amount needed for the investment in equipment and (2) staff recommendation on the best system approach/process was amended by removing reference to kiosk and mobile system was initiated by Trustee Franzen and seconded by Trustee Russell. Unanimously carried.

V. Adjourn

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Franzen at 04:50pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-52-25**

**A RESOLUTION AUTHORIZING VILLAGE PIERS REPAIR ESTIMATES FROM
GAGE MARINE AND AUSTIN PIER SERVICES**

WHEREAS, on August 4, 2025, the Village of Williams Bay Parks & Lakefront Committee and Finance & Personnel Committee determined that it is in the best interests of the Village to recommend approval of the (attached Exhibit A) pier cribs (5) replacement estimate from Gage Marine not to exceed \$24,875 funded by the Pier Replacement Fund.

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village, for the purpose of this resolution, to approve the recommendations by the Parks & Lakefront Committee and Finance & Personnel Committee.

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

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

Section III: Approval. The President and Board of Trustees hereby authorizes the recommended crib replacement proposals.

Approved by the Village Board of the Village of Williams Bay this 4th day of August 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Village President

Attest: _____
Tina Kolls, Village Clerk

Exhibit A
Pier Cribs Replacement Estimate
(Attached Following Pages)

DRAFT



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

Estimate # : 577103 Retail
Written by : Jessica Ackman

ID/Pier# : 0000001231 Pier 250
Lake : Lake Geneva
Land Address : Geneva
Boat Co. :
Canvas Co. :

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

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

Operation	Description
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50 Replace 5 cribs on Williams Bay East Pier: Main pier cribs 1 & 2, 3 slips cribs between slips 27-30.

Job Total 24,875.00 ☐ Approval

Thank you for your business!

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

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

Estimate Summary

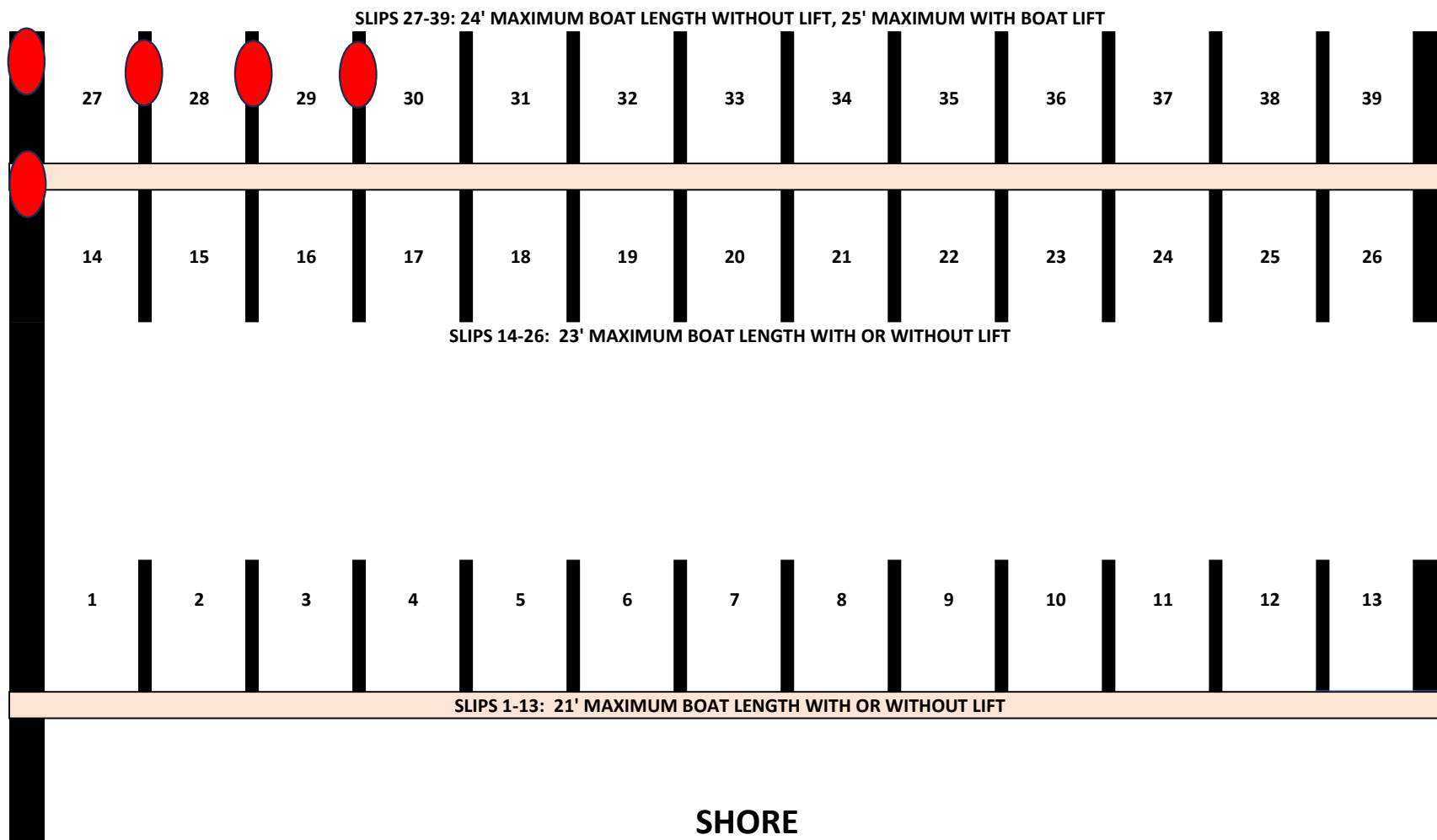
WI STATE 5%
WALWORTH COUNTY .5%

Total Estimate \$24,875.00

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

EAST PIER

LAKE





GFL Environmental

Josh Hughes
Government Contracts Manager
Joshua.hughes@gflenv.com
262-960-6324
W144 S6350 College Ct., Muskego, WI 53150

7/30/2025

Village Administrator
Village of Williams Bay
David Lothspeich
PO Box 580, Williams Bay, WI 53191

65-Gallon Cart Availability

Dear David,

GFL Environmental is pleased to confirm the following accommodation for the Village of Williams Bay:

Upon request, GFL is willing to provide 65-gallon waste carts at no cost to senior residents (65 years or older) and residents with documented physical hardships. This initiative is part of GFL's ongoing commitment to providing accessible and equitable waste services to the communities we serve.

For residents who do not qualify under those two categories, a fee of \$40 per cart will be charged to help cover part of the cost of the additional equipment. Residents should contact GFL directly for new 65-gallon carts. At that time, GFL will require proof of age or physical hardship or direct payment from the resident before delivery takes place.

To assist residents in making this decision, GFL will deliver a 95-gallon cart and 65-gallon cart to Village Hall to allow residents to determine which cart will work best for them. If any resident reverts to a 95-gallon cart after receiving a 65-gallon cart, there will be a \$40 charge per cart charge regardless of age or physical hardship.

We appreciate the opportunity to continue serving the Village of Williams Bay and are happy to work together to ensure residents' needs are met.

Thank you,

Josh Hughes

From: Douglas R. Snyder
Sent: Thursday, July 17, 2025 2:28 PM
To: Mary Bartholomew <mbartholomew@vi.williamsbay.wi.gov>
Subject: RE: yellow lines on Cedar Point Dr

We have bid price of \$1.10/foot for a single stripe. If we restripe the entire road to the east Village limits, it is \$13,000. If we only stripe to the bend, it will be \$9000.

We ended up doing more pavement repair than expected on Cedar Point Drive, so we deleted the requirement to stripe it.

Doug

August 30, 2024

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

Subject: Williams Bay – 2024 Roadway Improvements

Dear Mr. Lothspeich:

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

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

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

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



Figure 1 – Proposed Development

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

Sincerely,
BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Douglas R. Snyder, PE

DRS:jmc

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

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

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

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

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

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

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

BID FORM
00 41 00.13-3 (2400607.00)

SCHEDULE OF UNIT PRICES

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

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

SCHEDULE OF UNIT PRICES

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

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

A. Delete:

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

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

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

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

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

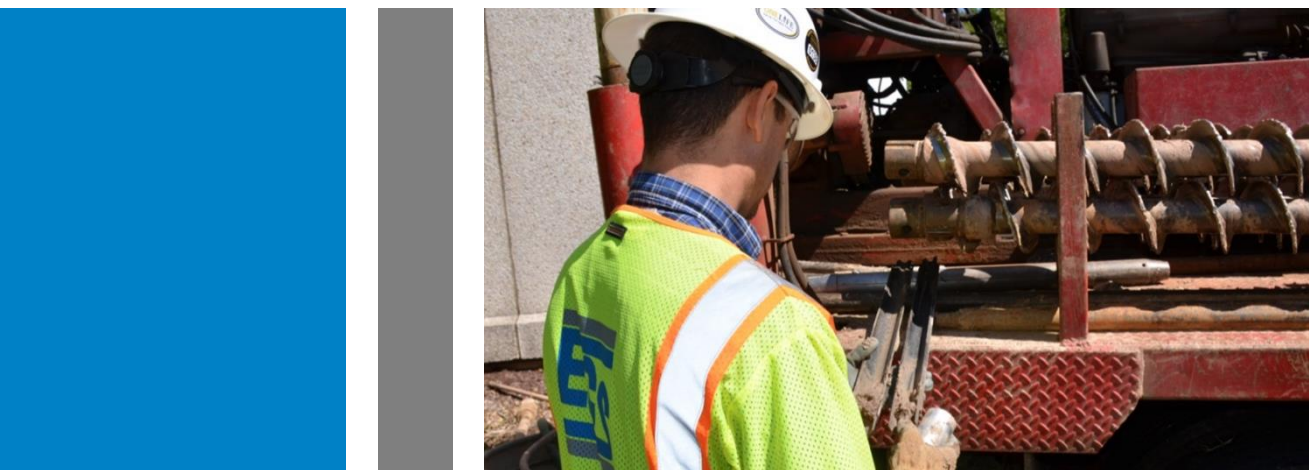
Item 59: HMA, 3LT 2-1/4-INCH LOWER LAYER: \$ 9.87

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

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

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

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



ECS Midwest, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Geneva Street Infiltration

E Geneva Street
Williams Bay, Walworth County, Wisconsin

ECS Proposal No. 42:3888-GP

August 7, 2024





August 7, 2024

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

ECS Proposal No. 42:3888-GP

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

Dear Mr. Biwer:

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

PROJECT BACKGROUND INFORMATION

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

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

Existing Site Conditions

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

Project Description

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

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

R: Reported by client and/or design team

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

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

SCOPE OF SERVICES

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

Utility Clearance

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

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

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

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

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

Site Access

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

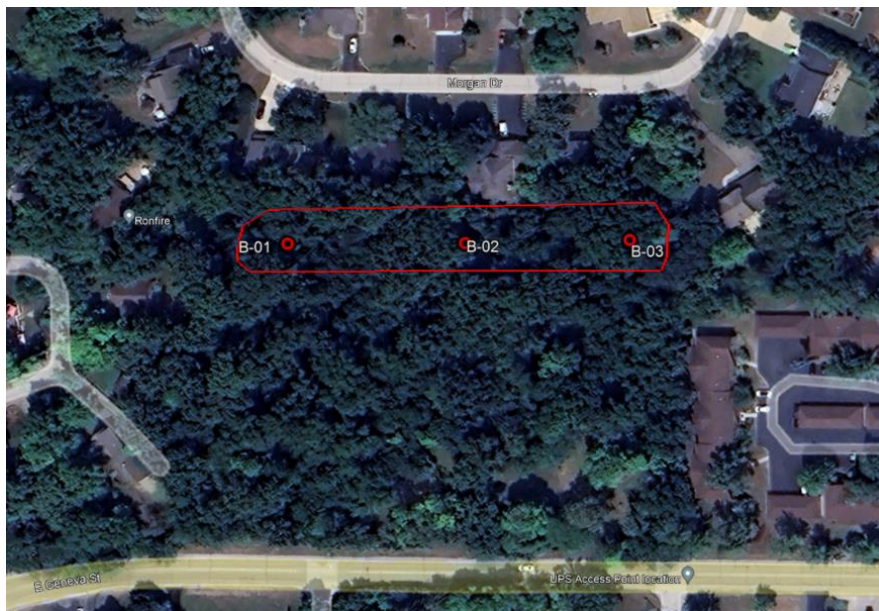
Regarding site access, we have made the following assumptions:

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

Field Exploration

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

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



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

*Standard Penetration Test

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

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

Site Departure Conditions

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

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

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

Laboratory Testing

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

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

Engineering Report

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

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

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

FEE

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

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

SCHEDULE

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

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

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

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

CLOSING

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

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

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

Respectfully submitted,

ECS MIDWEST, LLC



Lauren McGovern

Geotech Asst. Staff Project Professional
lmcgovern@ecslimited.com



Geotechnical Department Manager
dmaciolek@ecslimited.com

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

PROPOSAL ACCEPTANCE

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

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

Optional Services

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

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

BILLING INFORMATION

(please print or type)

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

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

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

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

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



ECS Midwest, LLC TERMS AND CONDITIONS OF SERVICE

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

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

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

3.0 STANDARD OF CARE

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

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

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

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

4.0 CLIENT DISCLOSURES

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

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

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

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

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

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

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

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

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

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

8.0 UNDERGROUND UTILITIES

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

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

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

9.0 SAMPLES

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

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

10.0 ENVIRONMENTAL RISKS

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

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

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

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

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

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

11.0 OWNERSHIP OF DOCUMENTS

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

12.0 SAFETY

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

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

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

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

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.
- 16.0 **DEFECTS IN SERVICE**
- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.
- 18.0 **LIMITATION OF LIABILITY**
- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

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

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

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

23.0 DISPUTE RESOLUTION

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

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

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

24.0 CURING A BREACH

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

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

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

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

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

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

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

Important Information about This Geotechnical Engineering Proposal

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

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

Participate in Development of the Subsurface Exploration Plan

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

Expect the Unexpected

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

Have Realistic Expectations; Apply Appropriate Preventives

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

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

Realize That Geoenvironmental Issues Have Not Been Covered

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

Obtain Professional Assistance To Deal with Mold

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

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

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

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

Read Responsibility Provisions Closely

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

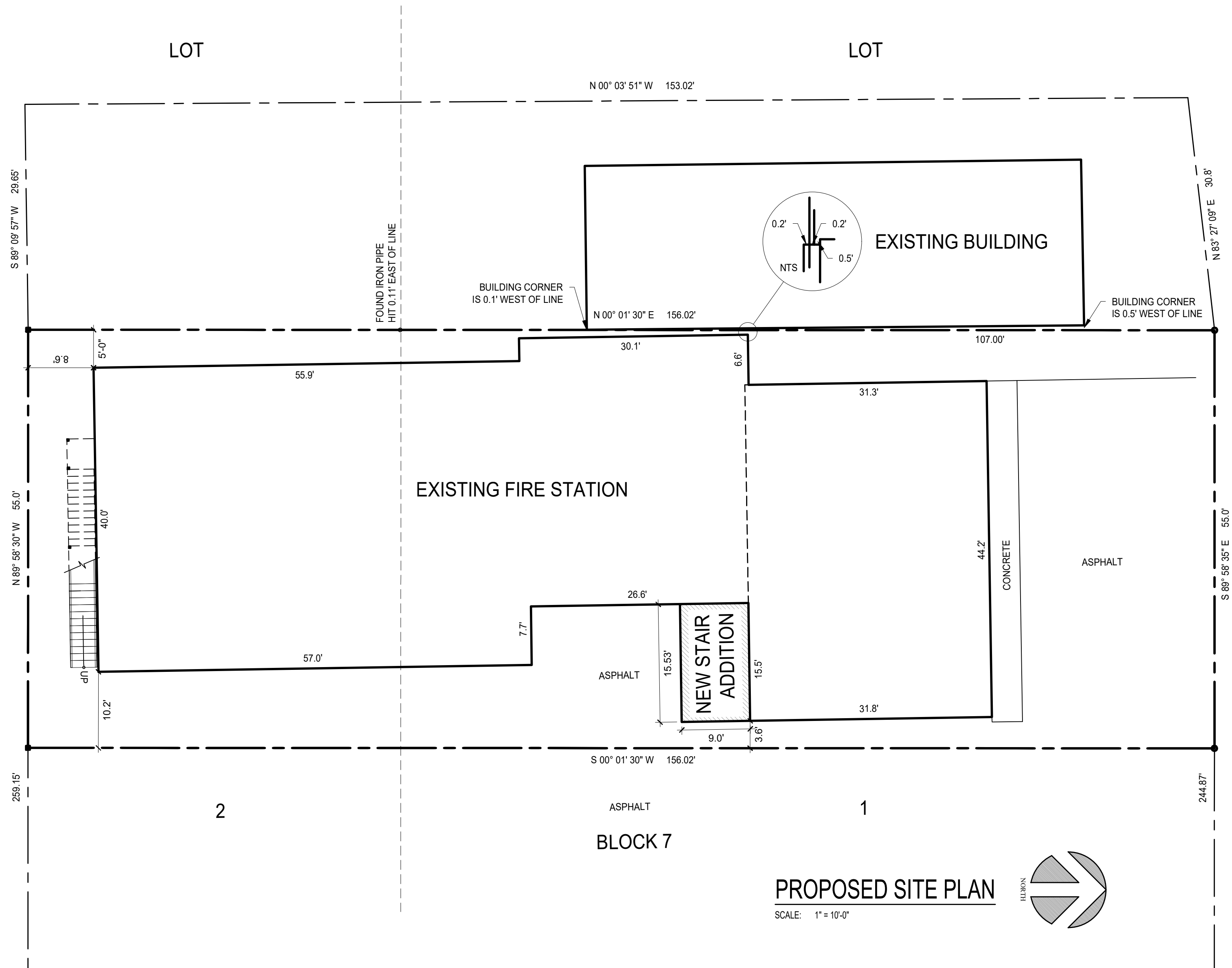
Rely on Your Geotechnical Engineer for Additional Assistance

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



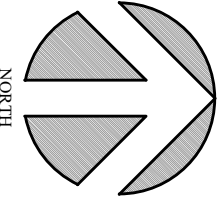
8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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PROPOSED SITE PLAN

SCALE: 1" = 10'-0"



FLOOR AREA CALCULATIONS
OVERALL EXISTING FOOTPRINT = 4,703 SF
ORIGINAL EXISTING FIRST FLOOR (OVERALL) = 1,405 SF
APPARATUS BAY ADDITION EXISTING FIRST FLOOR = 3,298 SF

INTERIOR FINISHED (GROSS) = 1,732 SF
ORIGINAL EXISTING FIRST FLOOR CONDITIONED SPACE = 327 SF
ORIGINAL EXISTING SECOND FLOOR CONDITIONED SPACE = 1,405 SF

PROPOSED 1ST FLOOR ADDITION = 150 SF = 4,853 SF OVERALL NEW
PROPOSED 2ND FLOOR ADDITION = 2,885 SF = 4,290 SF OVERALL NEW
TOTAL PROPOSED = 2,974 SF

TOTAL ORIGINAL AND PROPOSED OVERALL SF = 9,143 SF

SHEET INDEX

AS1.0	EXISTING SITE PLAN
D1.1	EXISTING / DEMO FIRST FLOOR PLAN
D1.2	EXISTING / DEMO SECOND FLOOR PLAN
A1.1	PROPOSED FIRST FLOOR PLAN
A1.2	PROPOSED SECOND FLOOR PLAN
A2.1	PROPOSED EXTERIOR ELEVATIONS
A2.2	PROPOSED EXTERIOR ELEVATIONS
A2.3	PROPSD BUILDING SECTIONS

PRELIMINARY - NOT FOR CONSTRUCTION

WILLIAMS BAY RESCUE SQUAD

5 E GENEVA STREET, WILLIAMS BAY WI ZIP



REVISIONS			
NUMBER	DESCRIPTION	DATE	
Date:		08-19-2024	
Project:		2024-08.001	
Drawn by:		KRG	
Checked by:		MAP	
SHEET NUMBER		AS1.0	



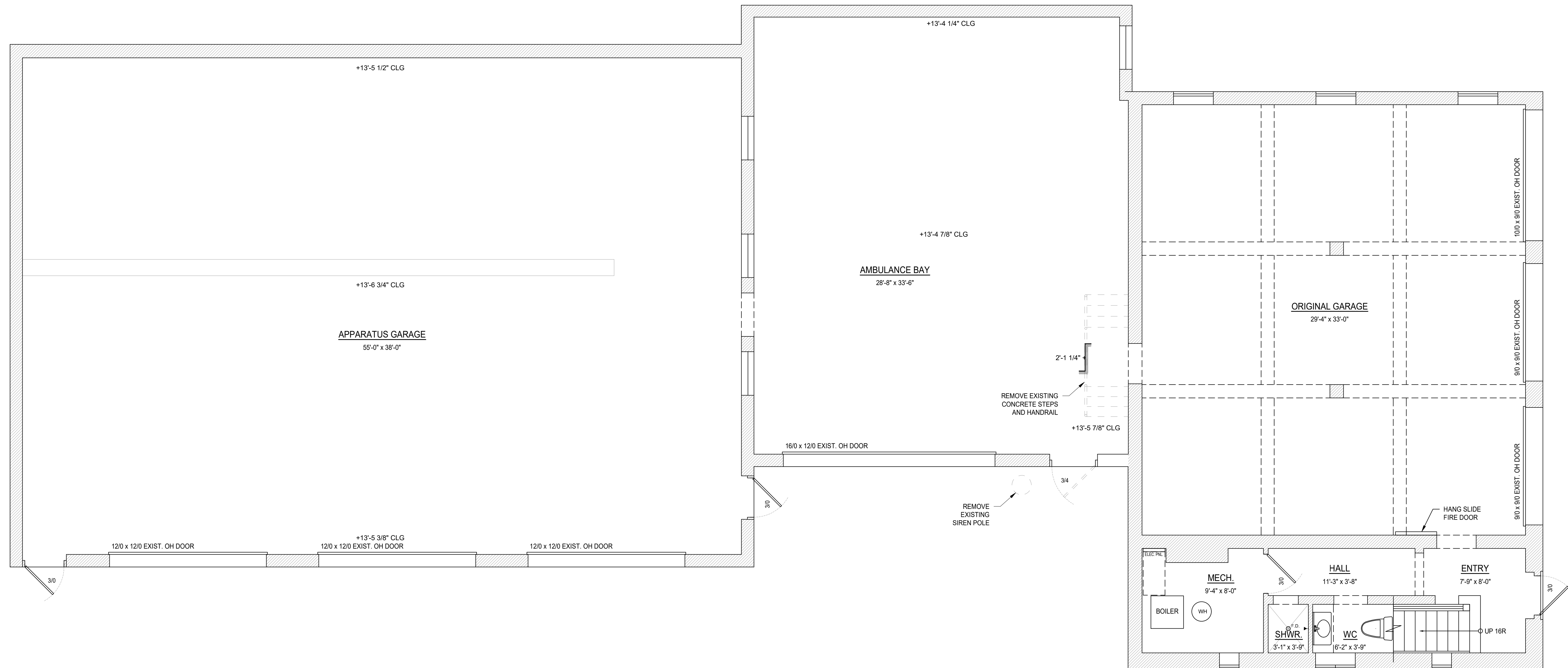
PRELIMINARY - NOT FOR CONSTRUCTION

WILLIAMS BAY RESCUE SQUAD

5 E GENEVA STREET, WILLIAMS BAY W1 ZIP

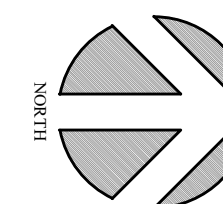
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D1.1



EXISTING / DEMOLITION FIRST FLOOR PLAN

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

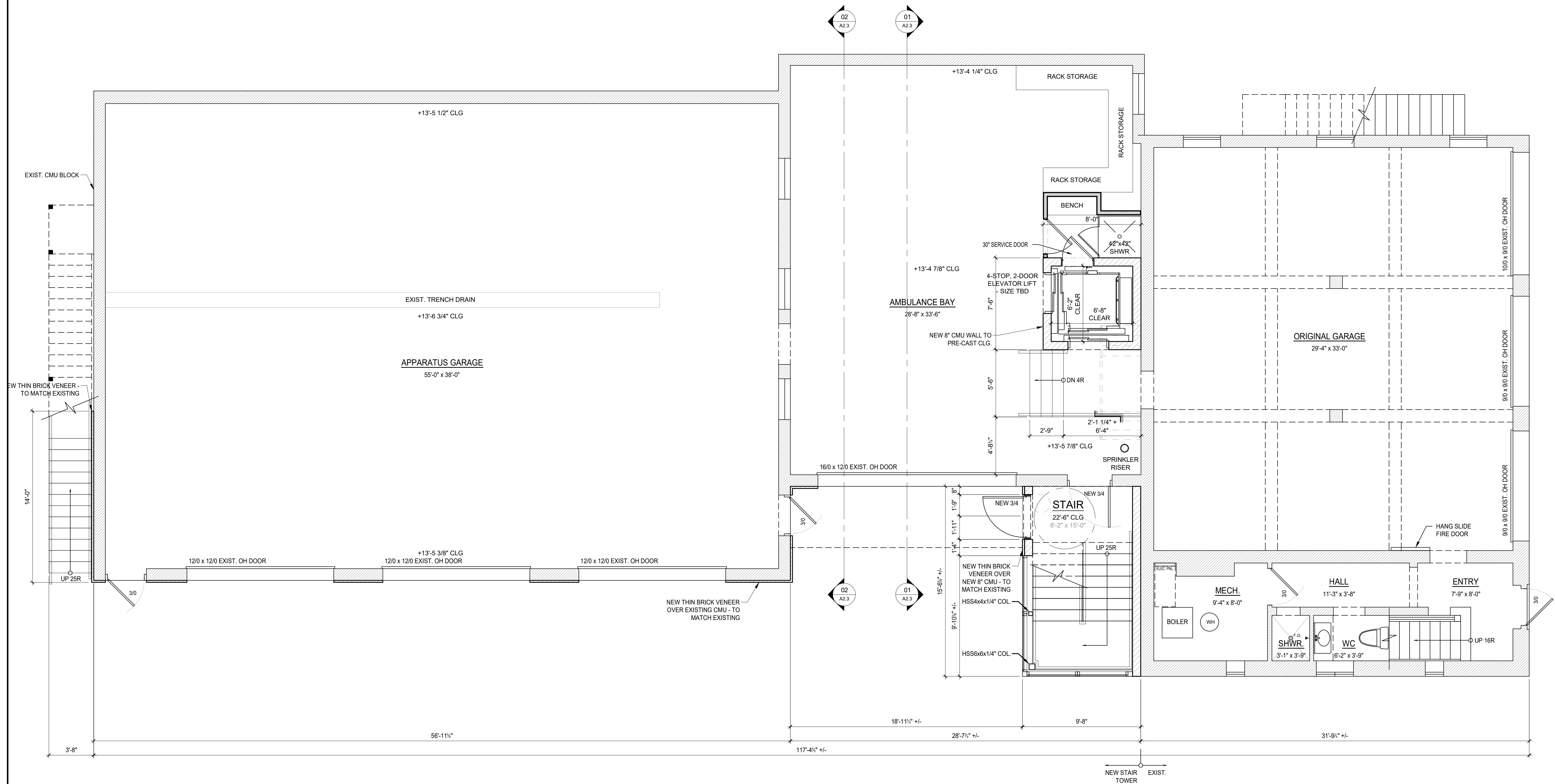




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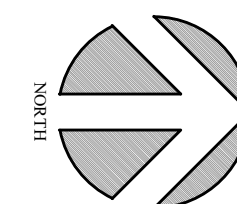
WILLIAMS BAY RESCUE SQUAD

5 E GENEVA STREET, WILLIAMS BAY WI ZIP



PROPOSED FIRST FLOOR PLAN

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Date: 08-19-202

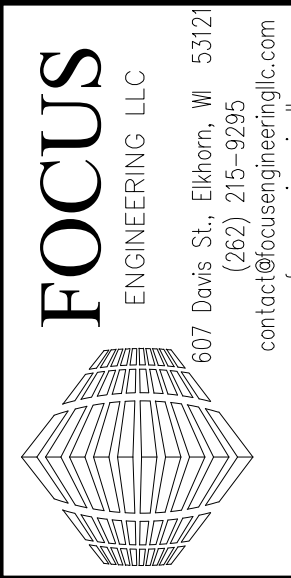
Project:	2024-08.00
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Drawn by: KR

Checked by: MA

SHEET NUMBER

A1.1



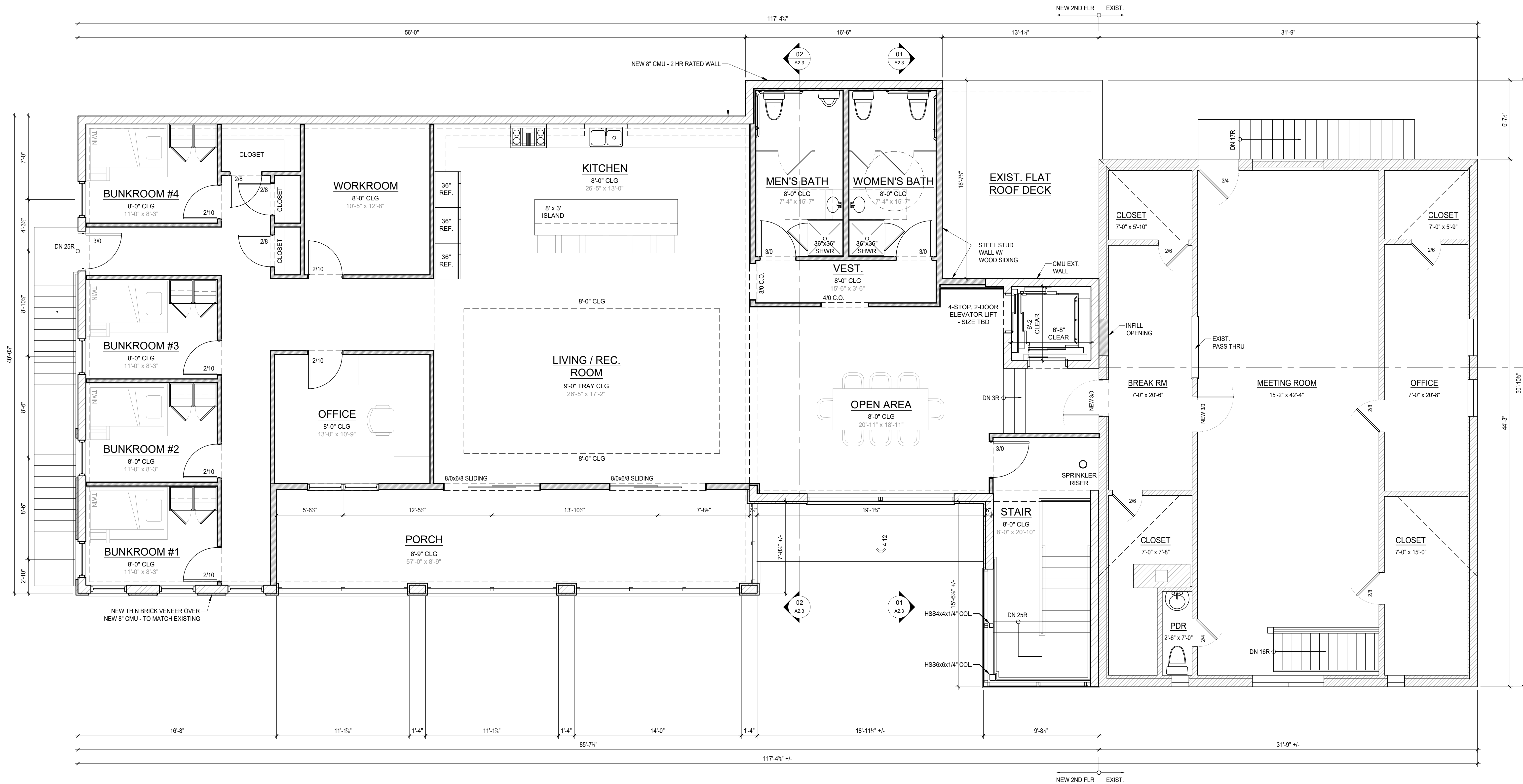
WILLIAMS BAY RESCUE SQUAD

5 E GENEVA STREET, WILLIAMS BAY WI ZIP

REVISIONS		
NUMBER	DESCRIPTION	DATE

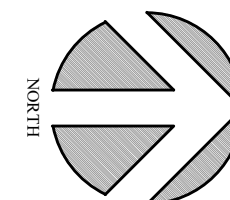
Date:	08-19-20
Project:	2024-08.
Drawn by:	K
Checked by:	M
SHEET NUMBER	

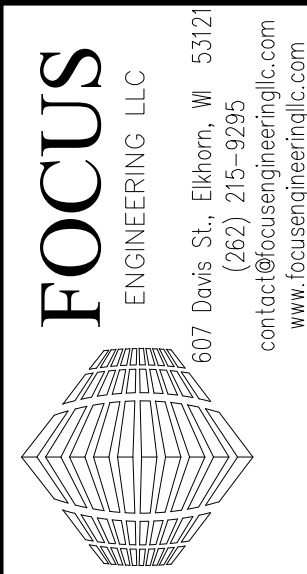
A1.2



PROPOSED SECOND FLOOR PLAN

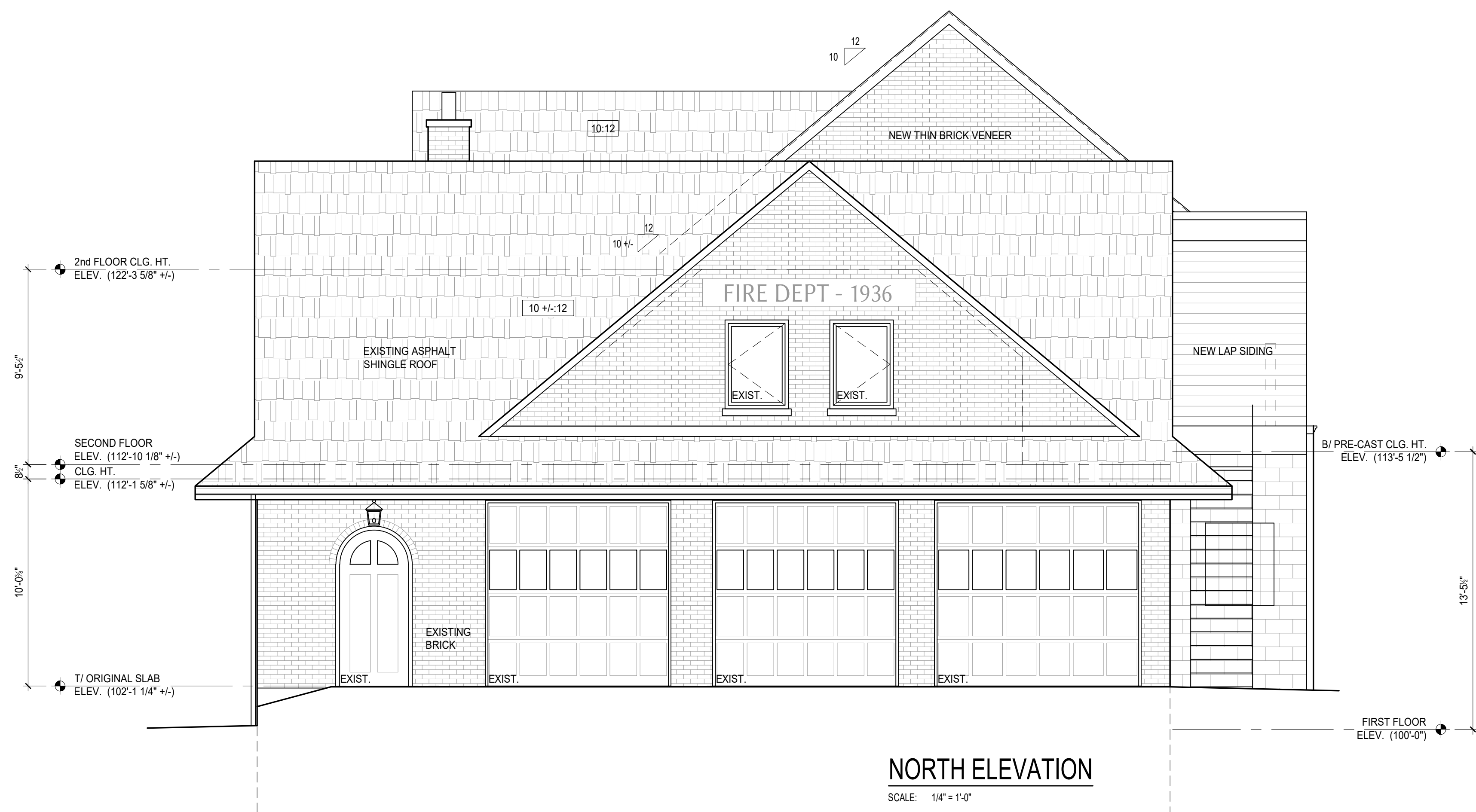
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WILLIAMS BAY RESCUE SQUAD

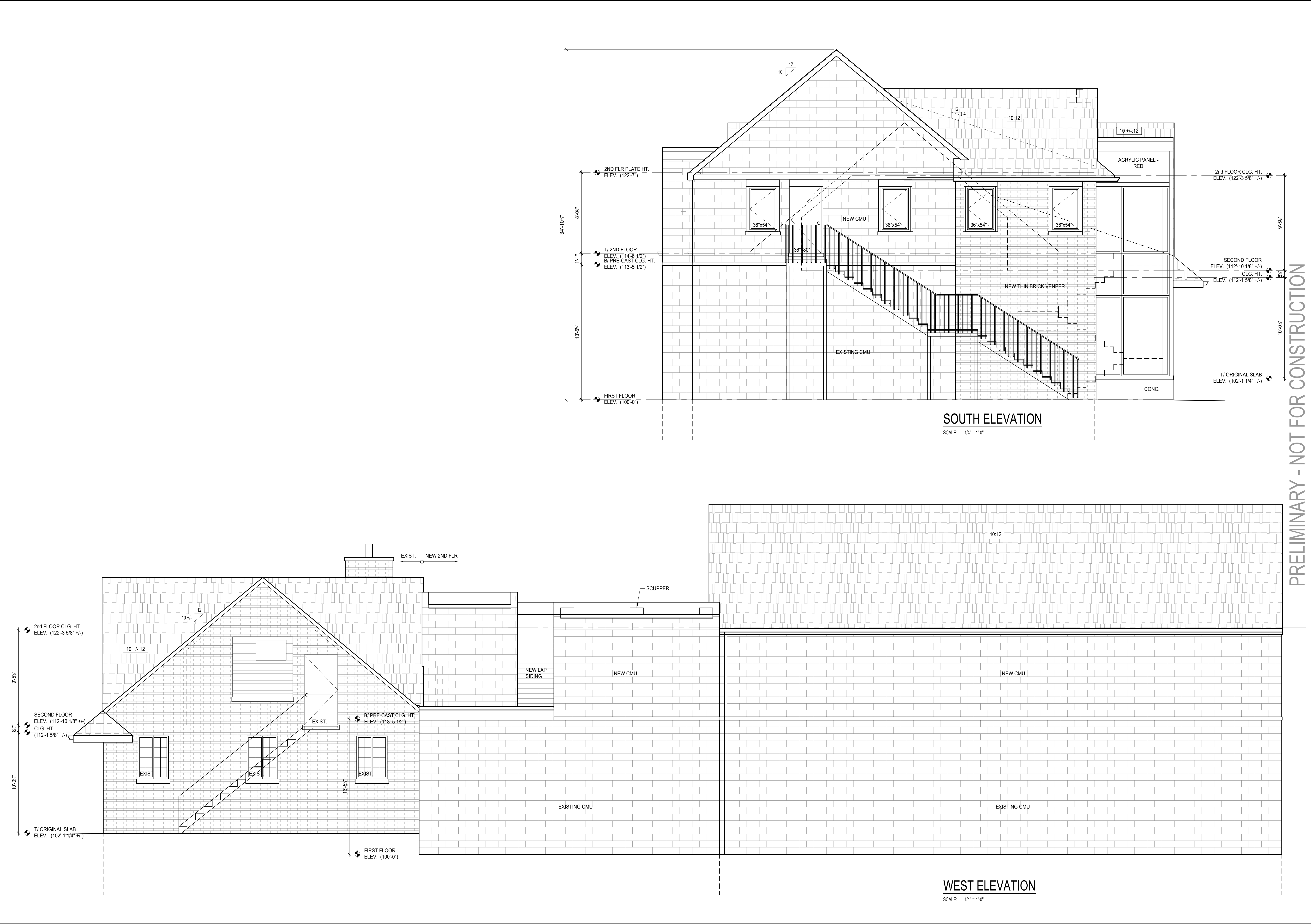
5 E GENEVA STREET, WILLIAMS BAY WI ZIP



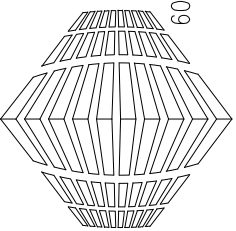
PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS					
	NUMBER	DESCRIPTION	DATE		
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Project:	2024-08.00				
Drawn by:	KR				
Checked by:	MA				
SHEET NUMBER					

A2.1



PRELIMINARY - NOT FOR CONSTRUCTION



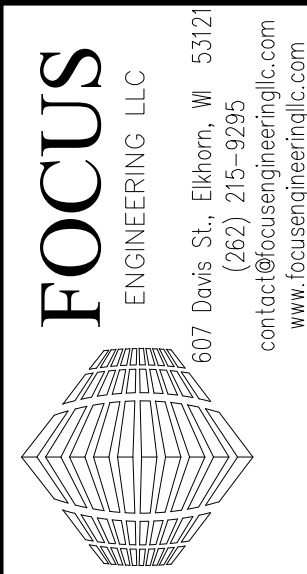
FOCUS
ENGINEERING LLC
607 Davis St., Elkhorn, WI 53122
(262) 215-9295
contact@focusengineeringllc.com
www.focusengineeringllc.com

WILLIAMS BAY RESCUE SQUAD
5 E GENEVA STREET, WILLIAMS BAY WI ZIP

REVISIONS	
NUMBER	DESCRIPTION

Date: 08-19-2024
Project: 2024-08.001
Drawn by: KRG
Checked by: MAP
SHEET NUMBER

A2.2



PRELIMINARY - NOT FOR CONSTRUCTION

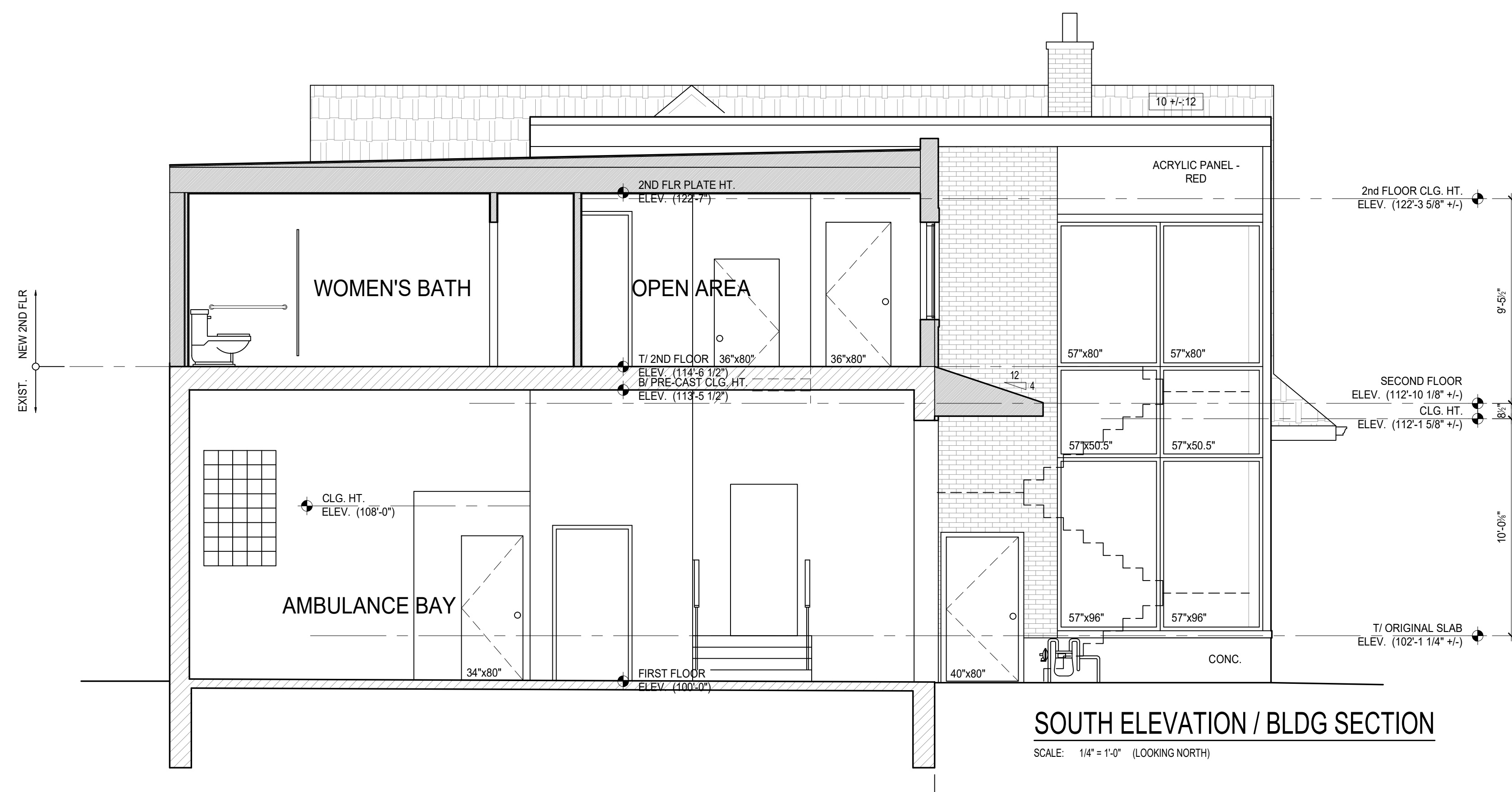
WILLIAMS BAY RESCUE SQUAD

5 E GENEVA STREET, WILLIAMS BAY WI ZIP



SOUTH ELEVATION / BLDG SECTION

SCALE: 1/4" = 1'-0" (LOOKING SOUTH)



SOUTH ELEVATION / BLDG SECTION

SCALE: 1/4" = 1'-0" (LOOKING NORTH)

[illegible]

Date: 08-19-202

Project:	2024-08.00
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Drawn by: KR

Checked by: MA

SHEET NUMBER

A2.3

VILLAGE OF WILLIAMS BAY
Engineer's Report
August 1, 2024

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

- See the separate engineer's report dated August 1, 2024.
- The State Municipal Agreement and associated Maintenance Agreement are available for signature.

Women's Leadership Center – Project Number 222626

- The water main is installed and operational.
- We will issue a punch list just before the installation of the asphalt pavement. The design engineer has the inspection notes and will provide the record drawing information. Once we receive this, we will update the Village records.

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

- The Contractor is August Winter and Sons.
- Submittals continue; they don't plan to begin onsite work until after Labor Day.

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

- The Contractor is Staab Construction Company.
- Submittals continue; we are waiting for a formal proposal for the cost reduction for siding matching the beach house. In addition, there was a small asbestos detected in the windows; the abatement is less than \$1500; a formal change for these two items will be available for the September meetings.
- They don't plan to begin onsite work until after Labor Day.

Lime Reactor Cleaning – Project No. 222278

- The Contractor is TMI Coatings.
- The final payment should be available the second meeting in August.

Willabay Meadows Development – Project Number 230260

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

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

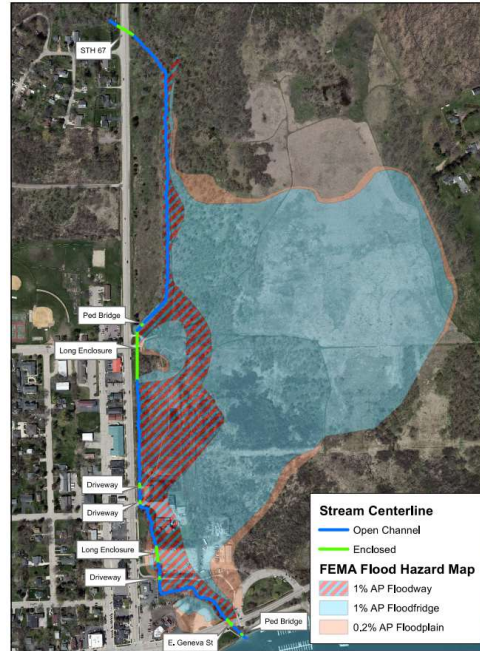
- The goal is to relocate the wireless companies off the Olive Street and Potawatomi Drive water towers before they are repainted or removed from service and before Year 2029.
- We are performing the ALTA Survey for the property and will review the site plan.

VILLAGE OF WILLIAMS BAY
Engineer's Report
August 1, 2024

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



Proposed Floodway and Floodplain



Existing Floodway and Floodplain

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

Well 2 Pump Replacement – Project No. 221236

- The Contractor is Water Well Solutions, Inc.
- Work includes replacement of the well pumping equipment, the electric components within the building, and the electric service to the building. The well is 293 feet deep with the lower 25 feet screened. The well was televised on July 16, 2024; we will likely need to insert and grout new steel casing from the surface to the top of the screen. We are waiting for a proposal from the Contractor.
- The notice to proceed (NTP) was issued on June 7, 2024; they have 120 days after the NTP to complete the work; we will need to extend this for the well repair.
- We plan to permit the well structure modifications in August and provide a detailed breakdown of the additional cost for the September meetings, including our efforts.

Tennis and Basketball at Theatre Road Park – Project Number 230496

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

VILLAGE OF WILLIAMS BAY
Engineer's Report
August 1, 2024

Geneva Lake Dredging at Southwick Creek – Project No. 222379

- The Contractor is RLP Diversified, Inc. Odling Construction will load, haul, and dispose of the dewatered dredge material. The contract completion date is April 15, 2024.
- This project will wait until after Labor Day of 2024 due to the WDNR not allowing work to occur between March 15th and June 15th due to spawning. The Contractor did not realize this until they coordinated with a subcontractor to start the work.
- We do not plan to extend the completion date; the \$1200 per day liquidated damage for substantial completion will accrue until the work is complete. The Village can choose to waive the damages that are more than actual damages after successful completion.
- We call the Contractor monthly; they continue to provide confirmation they will begin immediately after Labor Day.

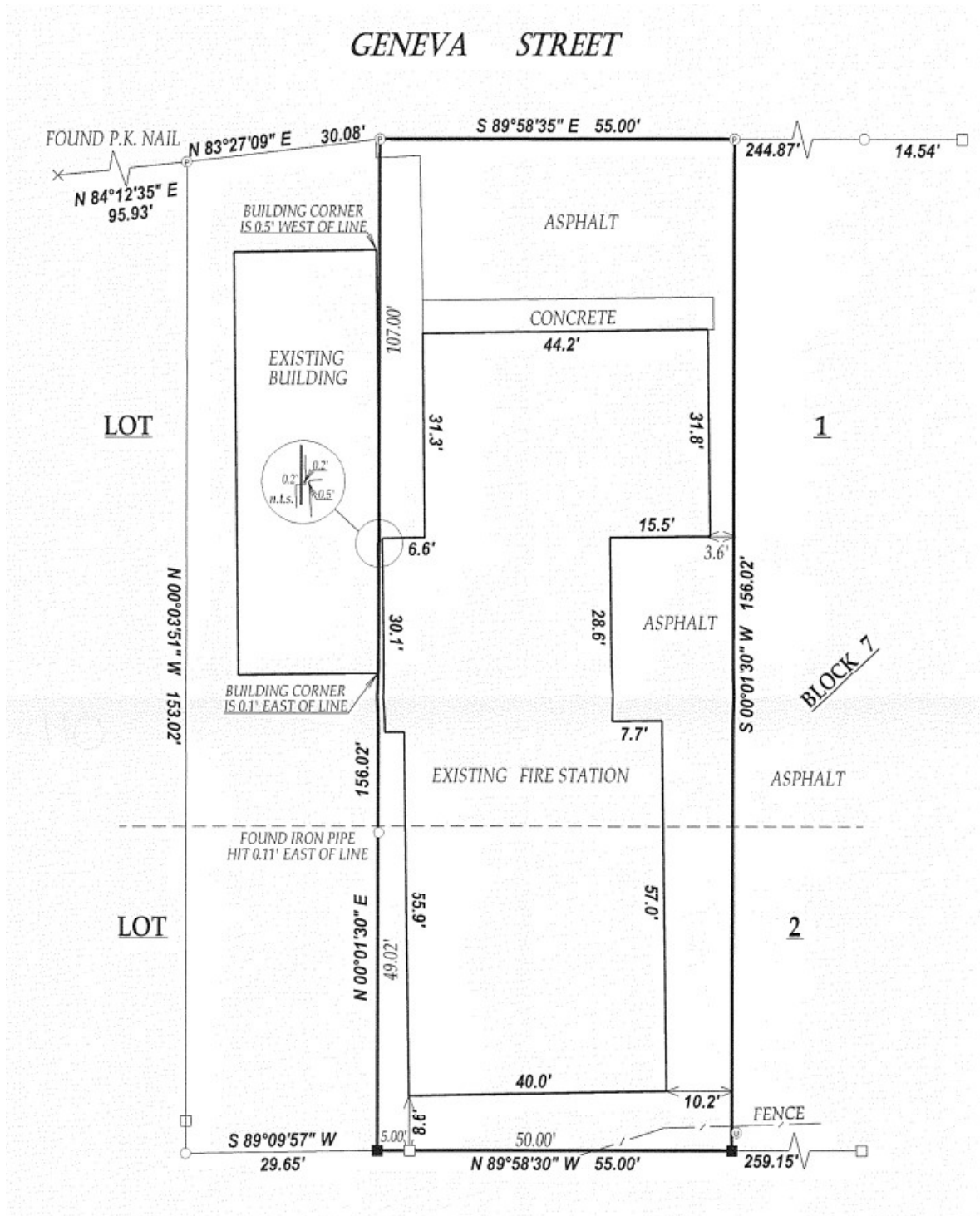
Theatre Road Restroom Remodel – Project No. 2401158

- As requested at the June meeting, we will prepare bid documents for the remodel of the existing restroom building; the source of funds will be ARPA.
- We plan to open bids on August 29, 2024 for award at the September meetings.

Fire Station Remodel Feasibility Study – Project No. 2401159

- In June of 2024 we were asked to look at options for providing bunk space for up to 6 persons for a full-time service. Based on a similar project in Waterford, WI, we would expect this sleeping space within the existing building to require fire suppression. The assistant fire chief assisted with the visit. We believe the following options exist:
 - A second-floor addition over a portion of the vehicle storage area with an outside staircase and interior space for showers/bathrooms and sleeping bunks. This would require reinforcement of the existing roof to meet the floor loadings, additional foundations in the vehicle space below, and an outside elevator. The additional living space would be approximately 1500 square feet. We would expect the minimum project cost to be \$1.4M.
 - Remodeling of the vehicle storage area of the original building into bunk space, remodeling of the existing bathrooms and showers, replacement of the garage doors with a wall panel of similar appearance, and installation of an elevator to access the meeting room and kitchen on the second floor. We would expect the minimum project cost to be \$0.9M.
 - Purchasing the adjacent property to the west, creating a single lot, and the remodeling the building into a commercial sleeping area; supposedly the property has no assessed value and the owner pays less than \$2500 per year in property taxes. If available for sale, we would expect this to be the lowest cost alternative. The remodeling portion of the total cost should be less than \$0.4M.
- The assistant chief will measure the building in the next few weeks; below is the plat of survey from the County GIS showing this fire station and the adjacent property.

VILLAGE OF WILLIAMS BAY
Engineer's Report
August 1, 2024



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FONTANA FIRE DEPARTMENT MONTHLY REPORT – JUNE 2025



RESPONSE DATA

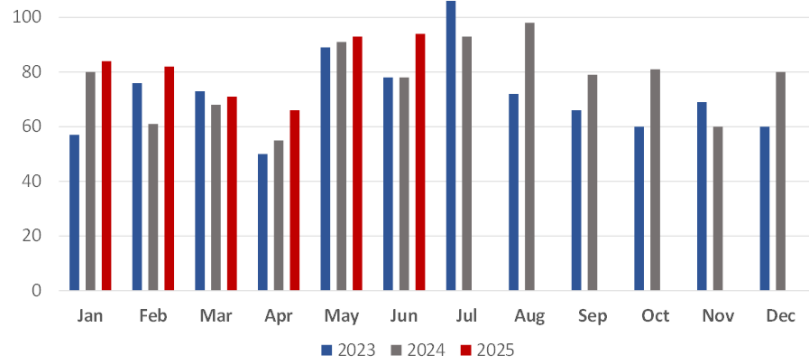
JUNE 2025

RESPONSE AREA	Total	Percent
Williams Bay	35	37%
Fontana	42	45%
Walworth Township	12	13%
Mutual Aid Responses	5	5%
TOTAL RESPONSES	94	

Response Time Report Average Dispatched to Arrival on Scene

Williams Bay	5:14
Fontana	4:11
Walworth Township	5:41

3 YEAR TRENDS



TRAINING & CERTIFICATIONS

Live Fire Training at Blackhawk Training Grounds Rural Water Operations Ground Ladders Firefighter Rescue	Haz Mat Training – Delavan Township Trauma & Tourniquet use Policy Review – Mercy Williams Bay PD training
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PUBLIC EDUCATION & EVENTS

- Harvard Milk Days Parade
- Fontana Movie Night
- Memorial Service-Retired FF/EMT Greg Blizard

OPERATIONS

- Enrollment in WI Ground Emergency Medical Transport (GEMT) program for Medicaid transports.
- 18 Fire Inspections and 3 Short-time rental inspections completed
- Meeting with Fontana School regarding interoperability and communications
- Inaugural meeting of Joint Emergency Services Committee



EMS Williams Bay without Addresses

Incident Date	Response Incident Number (eResponse.03)	Dispatch Date Time (eTimes.03)	City Name (eScene.17)	Patient Age In Years (ePatient.15)	Patient Gender (ePatient.13)	Provider Impression	Hospital Patient Transported To (Blank=Non-Transport incidents)
Incident Month Number And Name: 06 - June							
06/02/2025	25-0399	06:28	Village of Williams Bay	74	Female	No Apparent Illness/Injury (Z71.1)	
06/02/2025	25-0400	07:58	Village of Williams Bay	74	Female	No Apparent Illness/Injury (Z71.1)	Aurora Med Ctr-Lakeland-Elkhorn
06/05/2025	25-0405	03:51	Village of Williams Bay	74	Male	Acute pain, not elsewhere classified (G89.1)	Aurora Med Ctr-Lakeland-Elkhorn
06/06/2025	25-0407	05:52	Village of Williams Bay	68	Female	GERD (K21)	Aurora Med Ctr-Lakeland-Elkhorn
06/06/2025	25-0409	16:11	Village of Williams Bay	91	Female	Laceration, unspecified part of head (S01.91)	Aurora Med Ctr-Lakeland-Elkhorn
06/09/2025	25-0417	05:59	Village of Williams Bay	91	Female	Injury of head (S09.90)	Aurora Med Ctr-Lakeland-Elkhorn
06/09/2025	25-0421	16:29	Village of Williams Bay	87	Female	TIA (G45.9)	Aurora Med Ctr-Lakeland-Elkhorn
06/11/2025	25-0423	12:17	Village of Williams Bay	19			
06/11/2025	25-0423	12:17	Village of Williams Bay	40	Female		
06/11/2025	25-0424	16:05	Village of Williams Bay	70	Female	Dehydration (E86.0)	
06/14/2025	25-0430	07:58	Village of Williams Bay	93	Female	Cardiac Arrest (I46.9)	
06/14/2025	25-0431	11:26	Village of Williams Bay	18	Male	Pain in limb, unspecified (M79.60)	Aurora Med Ctr-Lakeland-Elkhorn
06/14/2025	25-0433	22:20	Village of Williams Bay	16	Male	Pain in arm, unspecified (M79.603)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
06/15/2025	24-0437	09:02	Village of Williams Bay	23	Male	No Apparent Illness/Injury (Z71.1)	
06/15/2025	25-0437	09:02	Village of Williams Bay	16	Male		
06/17/2025	25-0442	14:15	Village of Williams Bay	60	Male	Paraplegia (G82.20)	JAVON BEA HOSPITAL - RIVERSIDE
06/18/2025	25-0444	00:35	Village of Williams Bay	102	Female	No Apparent Illness/Injury (Z71.1)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
06/19/2025	25-0445	08:42	Village of Williams Bay	74	Male	Weakness (R53.1)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
06/19/2025	25-0446	11:55	Village of Williams Bay	14	Male	Injury of elbow (S59.90)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
06/20/2025	25-0447	11:02	Village of Williams Bay	92	Female	Weakness (R53.1)	Aurora Med Ctr-Lakeland-Elkhorn
06/22/2025	25-0452	05:00	Village of Williams Bay	83	Female	Behavioral / psychiatric disorder (F99)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
06/24/2025	2-0459	10:42	Village of Williams Bay	86	Female	Injury of lower leg (S89.9)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
06/25/2025	25-0466	21:32	Village of Williams Bay	50	Male	Injury of head (S09.90)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
06/27/2025	25-0476	17:48	Village of Williams Bay	83	Male		
06/28/2025	25-0477	07:35	Village of Williams Bay	43	Male	Not Applicable	
06/28/2025	25-0478	08:36	Village of Williams Bay				
06/28/2025	25-0481	18:00	Village of	84	Female	Anxiety disorder,	Mercy Walworth Hosp & Med

Incident Date	Response Incident Number (eResponse.03)	Dispatch Date Time (eTimes.03)	City Name (eScene.17)	Patient Age In Years (ePatient.15)	Patient Gender (ePatient.13)	Provider Impression	Hospital Patient Transported To (Blank=Non-Transport incidents)
			Williams Bay			unspecified (F41.9)	Ctr-Lake Geneva
06/28/2025	24-0482	21:27	Village of Williams Bay	79	Male	Injury of hip (S79.91)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
06/29/2025	25-0486	14:32	Village of Williams Bay	85	Female	Dyspnea, Difficulty Breathing (R06.0)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
06/30/2025	25-0489	11:56	Village of Williams Bay	63	Female to Male	Epistaxis (R04.0)	Mercy Walworth Hosp & Med Ctr-Lake Geneva
Count: 30							
Count: 30							

Report Filters

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

Report Criteria

City Name (Escene.17): Contains Bay

JUNE 2025

DUTY CREW & PART TIME STAFFING

Duty Crew (24 Hours) - 7 am to 7 am

Day Time - 8 am to 6 pm

DATE	Duty Crew	Day Time
6/1/2025	4.0	2
6/2/2025	4.0	1.9
6/3/2025	3.0	2.35
6/4/2025	3.8	1.6
6/5/2025	4.0	2.1
6/6/2025	4.0	1.8
6/7/2025	4.0	2
6/8/2025	4.0	1
6/9/2025	4.0	2.3
6/10/2025	4.0	1.8
6/11/2025	4.0	1.85
6/12/2025	4.0	1.8
6/13/2025	3.0	1.8
6/14/2025	4.0	1
6/15/2025	4.0	1
6/16/2025	4.0	4.6
6/17/2025	4.0	5.9
6/18/2025	4.0	1.8
6/19/2025	4.0	1.8
6/20/2025	4.0	1.8
6/21/2025	4.0	2
6/22/2025	4.0	1
6/23/2025	4.0	2.2
6/24/2025	4.0	1.35
6/25/2025	4.0	1.8
6/26/2025	4.0	1.8
6/27/2025	4.0	2.45
6/28/2025	3.0	1.8
6/29/2025	4.0	1
6/30/2025	4.0	1.95

Basic Incident City Name (FD1.16)	Basic Incident Type (FD1.21)	Basic Incident Number (FD1)	Basic Incident Alarm Date Time (FD1.26)	Basic Incident In Service Date Time (FD1.29.1)
Basic Incident Month Number And Name (FD1.3): 06 - June				
Village of Williams Bay	Detector activation, no fire - unintentional	25-0432	06/14/2025 16:02:03	
Village of Williams Bay	EMS call, excluding vehicle accident with injury	2-0459	06/24/2025 10:42:43	06/24/2025 11:18:00
Village of Williams Bay	EMS call, excluding vehicle accident with injury	24-0482	06/28/2025 21:27:38	06/28/2025 22:36:05
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0399	06/02/2025 06:28:06	06/02/2025 06:46:30
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0400	06/02/2025 07:58:13	06/02/2025 08:52:30
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0405	06/05/2025 03:51:00	06/05/2025 05:04:57
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0407	06/06/2025 05:52:06	06/06/2025 06:57:55
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0409	06/06/2025 16:11:20	06/06/2025 17:21:20
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0417	06/09/2025 05:59:44	06/09/2025 06:47:00
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0421	06/09/2025 16:29:16	06/09/2025 17:44:41
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0423	06/11/2025 12:17:11	06/11/2025 12:30:53
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0424	06/11/2025 16:05:17	06/11/2025 16:19:59
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0430	06/14/2025 07:58:08	06/14/2025 08:10:48
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0431	06/14/2025 11:26:14	06/14/2025 12:11:47
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0433	06/14/2025 22:20:08	06/14/2025 22:54:53
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0442	06/17/2025 14:15:23	06/17/2025 17:25:00
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0444	06/18/2025 00:35:12	06/18/2025 01:16:35
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0445	06/19/2025 08:42:05	06/19/2025 09:34:05
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0446	06/19/2025 11:55:15	06/19/2025 12:39:17
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0447	06/20/2025 11:02:33	06/20/2025 12:21:03
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0452	06/22/2025 05:00:19	06/22/2025 06:01:49
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0466	06/25/2025 21:32:13	06/25/2025 22:14:44
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0476	06/27/2025 17:48:00	06/27/2025 18:03:27
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0477	06/28/2025 07:35:57	06/28/2025 08:48:38
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0478	06/28/2025 08:36:55	06/28/2025 08:49:26
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0481	06/28/2025 18:00:28	06/28/2025 19:14:28
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0486	06/29/2025 14:32:12	06/29/2025 15:18:43
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0487	06/29/2025 18:14:04	06/29/2025 18:24:11
Village of Williams Bay	EMS call, excluding vehicle accident with injury	25-0489	06/30/2025 11:56:16	06/30/2025 12:36:15
Village of Williams Bay	Motor vehicle accident with no injuries.	24-0437	06/15/2025 09:02:12	06/15/2025 09:46:52

Basic Incident City Name (FD1.16)	Basic Incident Type (FD1.21)	Basic Incident Number (FD1)	Basic Incident Alarm Date Time (FD1.26)	Basic Incident In Service Date Time (FD1.29.1)
Williams Bay	Dispatched and cancelled en route	24-440	06/16/2025 18:00:52	06/16/2025 18:35:00
Williams Bay	Dispatched and cancelled en route	25-0397	06/01/2025 12:12:46	06/01/2025 12:16:47
Williams Bay	Dispatched and cancelled en route	25-0441	06/17/2025 10:33:31	06/17/2025 10:40:27
Williams Bay	False alarm or false call, other	25-0474	06/27/2025 13:46:52	06/27/2025 13:49:56
Williams Bay	Unintentional transmission of alarm, other	25-0455	06/23/2025 11:23:32	06/23/2025 11:42:43
Count: 35				
Count: 35				

Report Filters

Apparatus Resource Dispatch Date Time (Fd18.3): is equal to 'Last Month'

Report Criteria

Basic Incident Full Address: Contains Williams Bay

VILLAGE OF WILLIAMS BAY
Engineer's Report
August 1, 2025

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

- This is the section between Elkhorn Road and Theatre Road.
- Alliant appears willing to bury the electric lines if the line to the individual home is paid either by the homeowner or Village, which is estimated at \$400,000. Alliant's decision will not occur prior to the upcoming WDOT meeting.
- The WDOT reported this week that the lidar survey is complete and they will be sending invitations for the upcoming local meeting this month.

Women's Leadership Center – Project Number 222626

- The water main is installed and operational; we will issue a punch list just before they are ready to pave the parking lot and driveway located over water main, which is planned for later in 2025. We will recommend abandonment of the easement over the former water main following approval of the new water main.
- We have not seen a submittal for the exterior walkway.

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

- The Contractor is August Winter and Sons.
- This project continues to make progress; the motor controls should arrive before September; the start-up facility is planned in October. Well 3 can be taken offline for maintenance in November.
- See the change order and payment recommendation under separate cover.

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

- SEWRPC submitted the LOMR to FEMA. FEMA is preparing the first round of questions for SEWRPC to respond to.
- The public hearing and notice to impacted residents will be sent following initial FEMA review.

Street Rehabilitation Program – Project No. 2400607.00

- Rock Road is the Contractor.
- We plan to push the Contractor to restore Lakewood Trails Subdivision following the Village decision on whether to hire Rock Road to do the striping of Cedar Point Drive.

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

- The Contractor is Staab Construction Company.
- This project is substantially complete, and we performed the punch list walk thru.
- Site restoration will include the KNC seed mixture with a cover of oats.

VILLAGE OF WILLIAMS BAY
Engineer's Report
August 1, 2025

Well 2 Pump Replacement /Well 3 Pump Replacement- Project Nos. 201436 / 221236

- The Contractor is Water Well Solutions, Inc.
- This pump is operating; we have the submittal and price for the pump in Well 3. The current cost is \$155,000 for the pump assuming well rehabilitation is not required.
- The Public Works Director is coordinating the replacement of the site valve at Well 2, which is scheduled for October.

Preserve Development - Former GW College - Project No. 2326581

- We are still waiting for the FDP submittal.
- The water metering station is at the WDNR for review; the developer is requesting that the building be dark in appearance to blend with the surrounding trees rather than try to match the appearance of the building at the boat launch.

Park Place CSM - Project No. 2400339

- The developer is Jack Pease/Super-Mix Aggregates
- We received a resubmittal; we still need to issue a letter of owner-approval for the water main so they proceed with WDNR approval.

East Geneva Street Canyon Development - Former Levar - Project No. 2326015

- The developer still needs to provide data from the recent Digger's Hotline Locate to verify the proposed stormwater pond location.
- The developer still needs to satisfy the fire inspector for the planned entrances.

Willabay Meadows Subdivision - Final Development Plan - Project No. 0210482

- We are still waiting for an acceptable submittal showing the outlots are large enough for the specified stormwater ponds. Recent test pits (earlier this week) at the proposed ponds reportedly show that the groundwater table is higher than expected.
- We are also waiting for the geotechnical analysis describing the proper construction method to protect the public improvements from settlement due to the planned filling of the west side of the property.

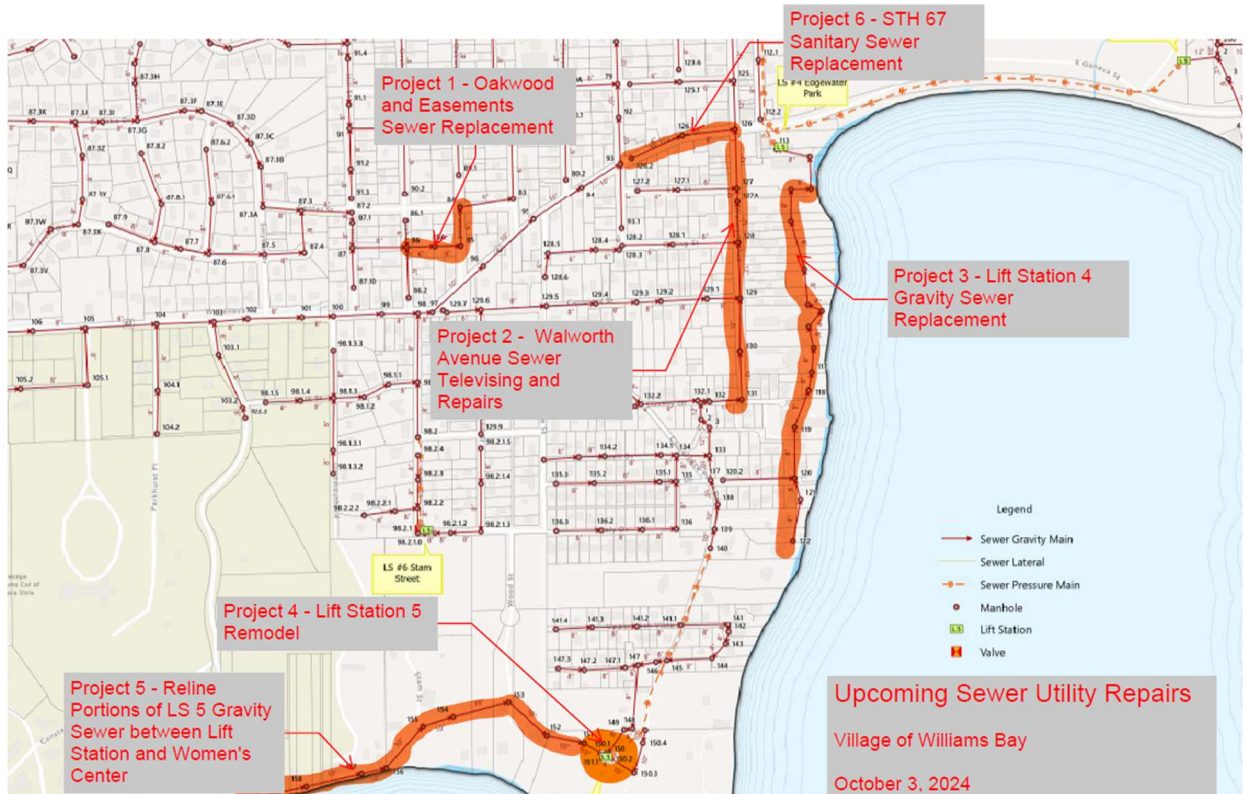
Theatre Road Tennis and Basketball Court - Warranty Item - Project No. 0230496

- The Contractor is DK Contractors.
- There are cracks in the asphalt; we put them on notice earlier this week. They have a 3-year warranty and bond starting June 24, 2024. They have yet to respond.

VILLAGE OF WILLIAMS BAY
Engineer's Report
August 1, 2025

Sanitary Sewer Replacement – Project No. 2501134

- The Project includes the replacement of sanitary sewer at two locations: Oakwood Street from Center Street south to mid-block and then west through existing easements to Orchard Street and the Lift Station 4 gravity sewer along the lakefront from just north of Gage Marine to Bay Shore Villas. See Project 1 and Project 3 in the snip below.



- The estimated project cost for both projects is \$1.25M. Both should reduce the amount of clear water transferred to WalCoMet; Project 1 will also prevent sewage back-up.

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**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-53-25**

A RESOLUTION AUTHORIZING QUOTES FOR THE REPLACEMENT OF TWO (2) LEAD SERVICE LINES

WHEREAS, the U.S. Environmental Protection Agency (EPA) has determined that lead in public water utility systems is a public health hazard; and

WHEREAS, the Village of Williams Bay public water utility identifies and records every service line material; and

WHEREAS, the State of Wisconsin Public Service Commission ruled that use of water utility systems revenues is only allowed in very limited instances and with their prior approval; and

WHEREAS, the Wisconsin Municipalities have offered financial assistance to property owners to replace the Private Side section of the water service line; and

WHEREAS, Wisconsin Municipalities provide financial assistance in the form of loans to property owners to replace the Private Side section of the water service line; and

WHEREAS, to ensure a complete removal of lead from the water delivery system, the full replacement of the service line, both the publicly and privately owned portions of the line, from the water main to the home's plumbing is required; and

WHEREAS, the Village of Williams Bay water utility is responsible for the public portion of the service line and the property owner is financially responsible for the private portion of the service line; and

WHEREAS, the Village of Williams Bay confirmed two (2) residences located on Oakwood and W. Geneva Street with service lines containing lead and has obtained quotes from Odling Construction, Inc. for the full replacement of individual water service lines (**Attachment A**); and

WHEREAS, on August 4, 2025, the Village of Williams Bay Water & Sewer Committee recommended that the Village will initially pay the total cost for the full replacement of the private individual service lines with the property owners being responsible for the total cost for the replacement of their private individual service lines with the following options: (1) reimbursing the Village for 100% of the cost immediately after replacement or (2) 100% of the cost reimbursed through property tax payments over a period of years (up to 10) with 5% annual interest as a special assessment on their individual property tax bills;

WHEREAS, on August 18, 2025, the Village of Williams Village Board, as recommended by the Water and Sewer Committee, has determined that it is in the best interests of the Village and its residents to authorize the Odling quotes with the public portion to be funded by the Village Water Fund and the private portion to be funded by and repaid to the Village Sewer Fund.

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

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

Section II: Approval. The President and Board of Trustees hereby authorizes the recommended quotes as provided for in this resolution, therefore.

Approved by the Village Board of the Village of Williams Bay this 18th day of August 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

Attachments
(Odling Construction, Inc. Quotes)

DRAFT

PROPOSAL ODLING CONSTRUCTION, INC.

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

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

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

REPLACE WATER LINE FROM VALVE BOX TO HOME

INCLUDES:	App. 25' of 1" poly water line	
	Sawcut and remove concrete steps and sidewalk as required	
	Remove one bush if required	
	Excavate existing water line	
	Replace lead water line with new poly water line	
	Connect new line to valve box	
	Bring new water line into home	
	Connect new water line inside home	
	Backfill with excavated and/or granular material as required	
	Haul away excess material	
	Total	\$7,975.00
EXTRA:	Concrete steps and sidewalk replacement	\$2,300.00
	Blackdirt, seed, and mulch after settlement	\$850.00

NOTES: Any landscaping by others

NO PERMITS INCLUDED

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

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

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

RESPECTFULLY SUBMITTED

Dean Odling

ACCEPTANCE OF PROPOSAL

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

DATE

SIGNATURE

PROPOSAL: WB71725-419
DATE: 7/17/2025

PROPOSAL ODLING CONSTRUCTION, INC.

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

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

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

REPLACE WATER LINE FROM VALVE BOX TO HOME

INCLUDES: App. 45' of 1" poly water line
Sawcut curb and asphalt
Sawcut and remove sidewalk section(s)
Excavate existing water line
Replace leadwater line with new poly water line
Connect new line to valve box
Bring new water line into home
Connect new water line inside home
Backfill with excavated and/or granular material
Haul away excess material

Total \$5,775.00

EXTRA: Replace sawcut curb, asphalt, sidewalk, blackdirt, seed, and mulch \$1,600.00

NOTES: All landscaping by others

NO PERMITS INCLUDED

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

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

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

RESPECTFULLY SUBMITTED

Dean Odling

ACCEPTANCE OF PROPOSAL

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

DATE _____

SIGNATURE _____

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-54-25**

**A RESOLUTION AUTHORIZING APPROVAL OF WORK ORDER FROM BAXTER & WOODMAN
FOR SANITARY SEWER REPLACEMENT DESIGN ENGINEERING
(OAKWOOD SEWER REPLACEMENT & LIFT STATION #4 SEWER REPLACEMENT)**

WHEREAS, Village Engineer Baxter & Woodman provided the attached Work Order 2501134.00 for design engineering for the replacement of sanitary sewer at two locations; (1) Oakwood Street from Center Street south to mid-block and then west through existing easements to Orchard Street and (2) Lift Station #4 gravity sewer along the lakefront from just north of Gage Marine to Bay Shore Villas. Project #1 and Project #3 on attached Exhibit A. ("Work Order"); and

WHEREAS, Work Order scope includes: (1.) Project Management; (2) Meetings; (3) Utility Coordination; (4) Coordinate Geotechnical Consultants; (5) Site Visits; (6) Topographic Survey; (7) Plans, Specifications, and Opinion of Probable Cost; (8) Agency Submittals and (9) Assist Bidding which in lump sum total will be \$44,800; and

WHEREAS, on August 4, 2025, the Village Water & Sewer Committee recommended approval for funding the Work Order utilizing Sewer Funds; and

WHEREAS, on August 18, 2024, the Village of Williams Village Board, as recommended by the Water & Sewer Committee, has determined that it is in the best interests of the Village and its residents to authorize the Work Order.

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

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

Section II: Approval. The President and Board of Trustees hereby approves the recommended work order, therefore.

Approved by the Village Board of the Village of Williams Bay this 18th day of August 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

**VILLAGE OF WILLIAMS BAY, WISCONSIN
SANITARY SEWER REPLACEMENT
DESIGN ENGINEERING**

Engineer's Project No. 2501134.00

Project Description:

The project includes the replacement of sanitary sewer at two locations: Project 1 and Project 3 on attached Exhibit A.

Engineering Services:

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

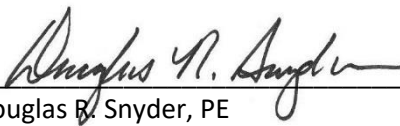
Compensation:

Compensation for the services will be in accordance with the Master Engineering Services Agreement dated October 16, 2017. The Owner shall pay the Engineer for the services performed or furnished under Attachment A and will be a lump sum amount of **\$44,800**.

Submitted by: **Baxter & Woodman, Inc.**

Approved by: **Village of Williams Bay, WI**

By: _____


Douglas R. Snyder, PE

By: _____

Adam Jaramillo

Title: Vice President

Title: Village President

Date: July 23, 2025

Date: _____

Attest: _____

Tina Kolls, Clerk

Additional Comments and Conditions: A work order for the associated construction-related engineering services and observation will be provided at the time of the bid award. See the scope of services section for the fee associated with the geotechnical consultant.

Project Description

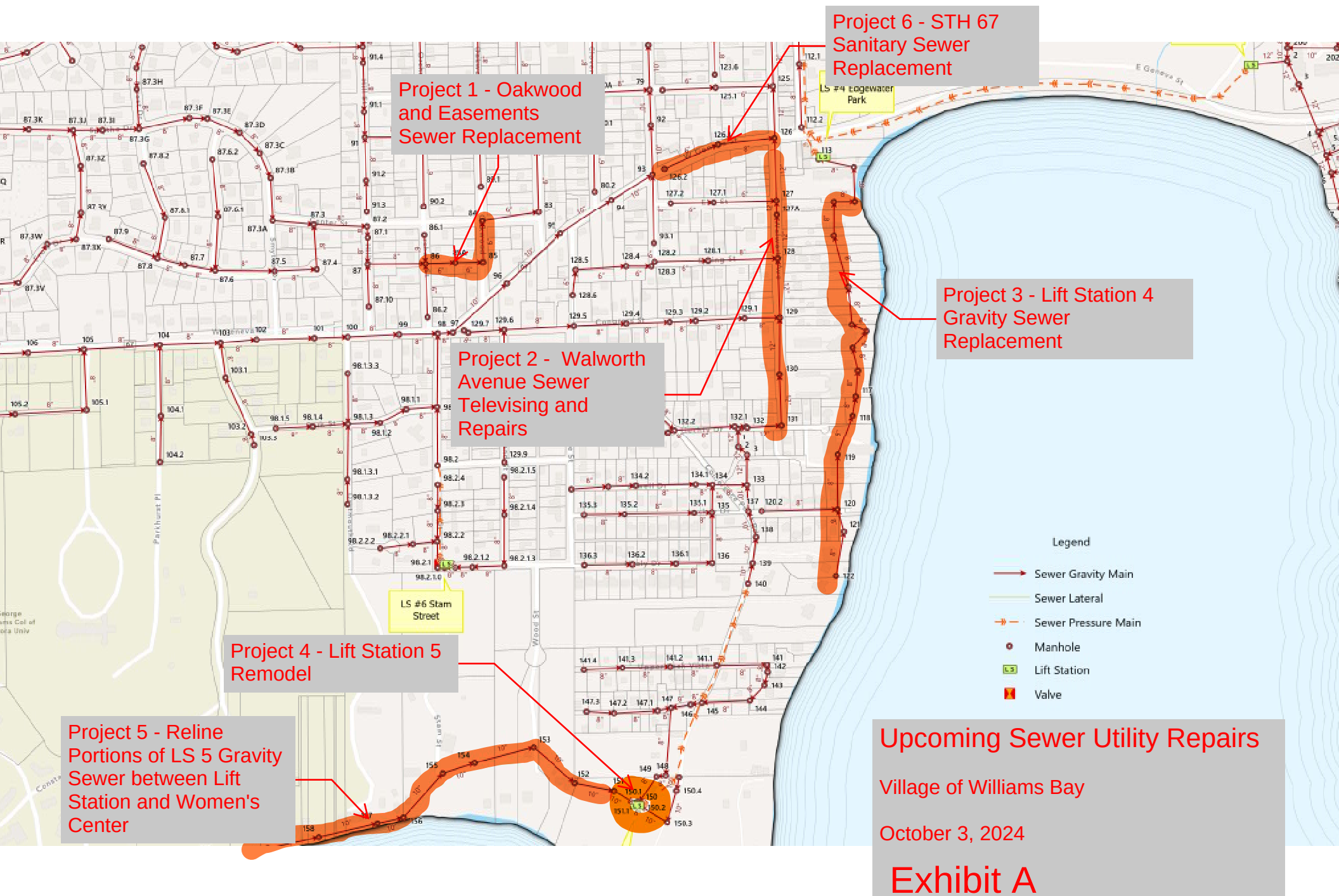
The Project includes the replacement of sanitary sewer at two locations; Oakwood Street from Center Street south to mid-block and then west through existing easements to Orchard Street and the Lift Station 4 gravity sewer along the lakefront from just north of Gage Marine to Bay Shore Villas. See Project 1 and Project 3 on attached Exhibit A.

Scope of Services

The following scope of services details the tasks necessary to successfully complete this Project.

1. PROJECT MANAGEMENT - Plan, schedule, and control the activities to complete the Project. These activities include, but are not limited to, budgeting, scheduling, and monitoring the scope of services. Coordinate with the Owner to ensure the goals of the Project are achieved.
2. MEETINGS – A project kick-off meeting will be held with Owner staff to establish clear lines of communication and discuss the detailed needs, objectives, and goals for the Project. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the Owner and to discuss the project schedule. Conduct one meeting with Owner staff to review the pre-final plans prior to permitting, and one meeting to review the final project documents prior to bidding.
3. UTILITY COORDINATION – Complete a Design Locate with Diggers Hotline. Contact the applicable utility companies to provide notice of the upcoming project. Provide preliminary drawing sheets to utility companies for their reference.
4. COORDINATE GEOTECHNICAL CONSULTANTS – Coordinate with the geotechnical consultant to make soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report for design. This work is recommended for the dewatering needed for Project 3. The costs for geotechnical consultant work are a separate expense to the Owner and are not included in the Engineer's compensation; we estimate the fee for the geotechnical services to be \$5000.
5. SITE VISITS – Conduct site visits by designers to verify existing conditions, take measurements, and review the location of proposed improvements.
6. TOPOGRAPHIC SURVEY – Perform topographic survey to develop base sheets for project plan drawings and confirm dimensions. In addition, obtain data or record indicating locations of underground utilities.
7. PLANS, SPECIFICATIONS, AND OPINION OF PROBABLE COST – Prepare construction contract documents consisting of Drawings and a Project Manual showing the general scope, extent, and character of work to be performed by the Contractor selected by the Owner.

-
- **Drawings** - Prepare drawings showing the work to be furnished and performed by the Contractor. Provide detailed drawings showing the plan and profile of the sanitary sewer improvements. Indicate location of utilities obtained from utility companies. Create legends, general notes, detail drawings, and instructions to contractors, to create a final set of construction drawings.
 - **Project Manual** – Prepare for review and approval by the Owner and its legal counsel the forms of Construction Contract Documents consisting of an Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC). Prepare one set of technical specifications for infrastructure improvements in the format of the Construction Specification Institute.
 - **Opinion of Probable Cost** – Prepare a summary of quantities and an Engineers’ Opinion of Probable Cost.
 - **Quality Control Review** – Perform an in-house quality control review of the Drawings, specifications, bidding documents, and Engineers’ Opinion of Probable Cost for the Project.
8. AGENCY SUBMITTALS – Submit the Design Documents to the Wisconsin Department of Natural Resources and WalCoMet for their review and approval of the Project.
9. ASSIST BIDDING – Set bid dates with the Owner, create an Advertisement for Bid and provide to Owner for publication. Provide documents for bidding and assist the Owner in solicitation of bids from as many qualified bidders as possible. Attend the bid opening with Owner personnel and assist in reviewing and checking of bid package submittals as required. Tabulate all bids received and make a recommendation to the Owner for Award of Contract.



Village of Williams Bay					
Plan Number: 2501134.00					
Plan Name: WLMSV - Sanitary Sewer Replacement					
Level	Emp	Planned Hrs	Planned Labor Bill	Reimb Allowance	Total Compensation
Overall Project Total		249.00	44,500.00	300.00	44,800.00
WW100 Project Management and Meetings		8.00	1,860.00	40.00	1,900.00
	Joseph Marchese	4.00	820.00		
	Douglas Snyder	4.00	1,040.00		
WW151 Preliminary Design and Survey		148.00	25,930.00	220.00	26,150.00
	WW533 Preliminary Drawings and Specificaitons	146.00	25,520.00	220.00	25,740.00
	Julie Crayton	4.00	400.00		
	Joseph Marchese	60.00	12,300.00		
	Shawn Hastings	20.00	2,500.00		
	Joseph Molidor	20.00	3,600.00		
	Ursula Botsch	40.00	6,200.00		
	Douglas Snyder	2.00	520.00		
	WW575 Preliminary Opinion of Costs	2.00	410.00	0.00	410.00
	Joseph Marchese	2.00	410.00		
WW160 Detailed Design and Permitting		86.00	15,320.00	20.00	15,340.00
	WW540 Final Drawings & Project Manual	86.00	15,320.00	20.00	15,340.00
	Julie Crayton	4.00	400.00		
	Joseph Marchese	40.00	8,200.00		
	Ursula Botsch	40.00	6,200.00		
	Douglas Snyder	2.00	520.00		
WW200 Bidding		7.00	1,390.00	20.00	1,410.00
	WW642 Bid Opening	2.00	520.00	20.00	540.00
	Douglas Snyder	2.00	520.00		
	WW643 Recommendation for Award	5.00	870.00	0.00	870.00
	Julie Crayton	2.00	200.00		
	Joseph Marchese	2.00	410.00		
	Douglas Snyder	1.00	260.00		

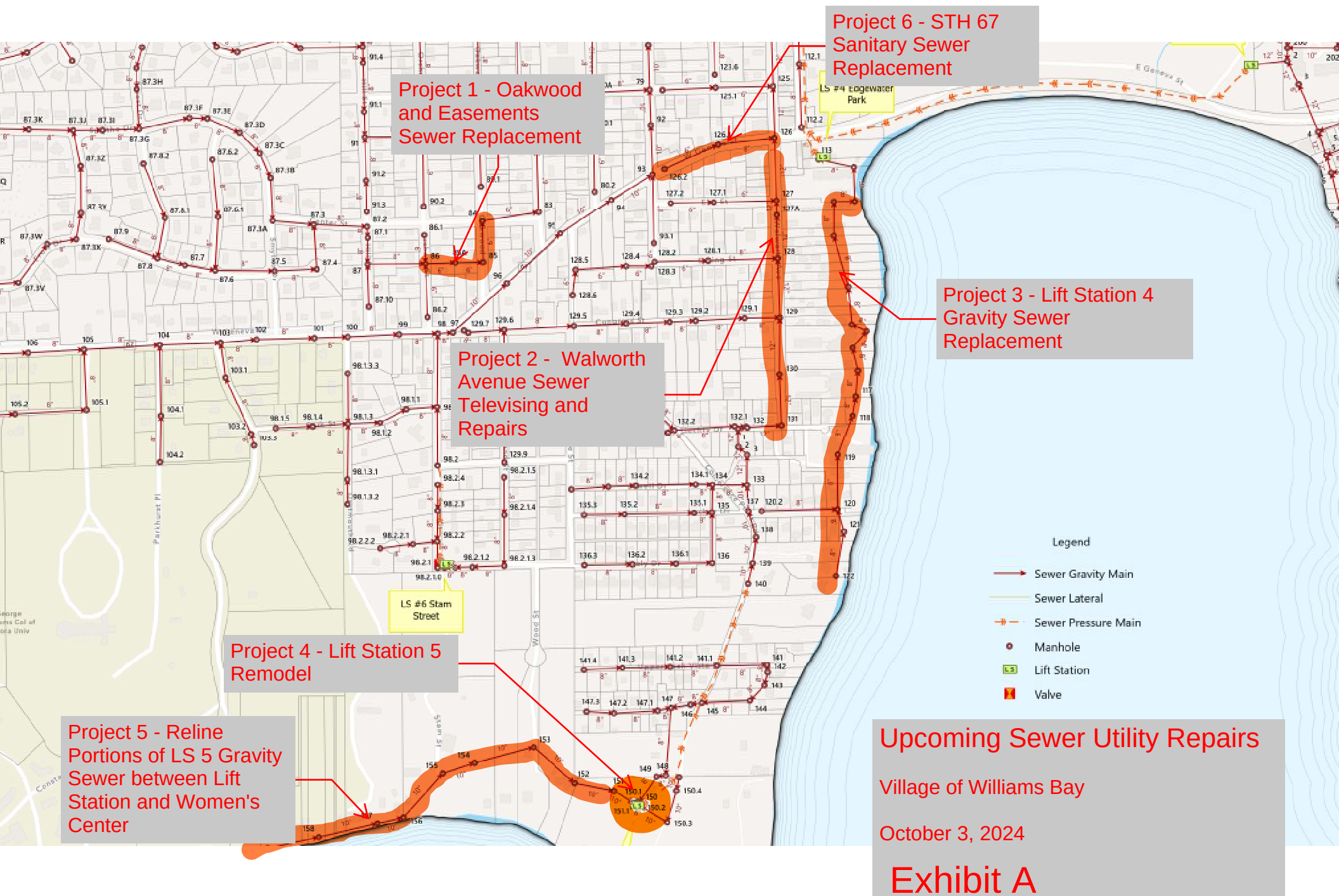
Project Description and Preliminary Opinion of Project Cost
Sanitary Sewer Replacement
Village of Williams Bay

Item	Quantity		Price	Amount
ct 1 - See Exhibit A and Description Below				
Mobilization - Bypass Pumping	1	LS	\$ 60,000	\$ 60,000
Construction Layout and Staking	1	LS	\$ 3,000	\$ 3,000
Tree Removal and Trimming	1	LS	\$ 20,000	\$ 20,000
8-Inch Sanitary Sewer with Granular Backfill	305	LF	\$ 200	\$ 61,000
8-Inch Sanitary Sewer with Excavated Material Backfill	260	LF	\$ 150	\$ 39,000
Sanitary Manhole	4	EA	\$ 12,000	\$ 48,000
Sanitary Lateral - 4 inch	150	LF	\$ 100	\$ 15,000
Building Service Branch Fitting	6	EA	\$ 2,000	\$ 12,000
Pavement and Curb and Gutter Restoration	1	LS	\$ 15,000	\$ 15,000
Lawn Restoration and Erosion Control	1	LS	\$ 15,000	\$ 15,000
Project 1 - Construction Cost				\$ 288,000
ct 3 - See Exhibit A and Description Below				
Mobilization - Bypass Pumping	1	LS	\$ 80,000	\$ 80,000
Construction Layout and Staking	1	LS	\$ 5,000	\$ 5,000
Tree Removal and Trimming	1	LS	\$ 20,000	\$ 20,000
8-Inch Sanitary Sewer with Excavated Material Backfill	1,335	LF	\$ 150	\$ 200,250
Sanitary Manhole	9	EA	\$ 12,000	\$ 108,000
Sanitary Lateral - 4 inch	160	LF	\$ 100	\$ 16,000
Building Service Branch Fitting	16	EA	\$ 2,000	\$ 32,000
Dewatering	1	LS	\$ 200,000	\$ 200,000
Lawn Restoration and Erosion Control	1	LS	\$ 12,000	\$ 12,000
Project 3 - Construction Cost				\$ 673,250
CONSTRUCTION COST				\$ 961,250
Contingency & Engineering (30%)				\$ 288,750
PROJECT COST				\$ 1,250,000

Project Descriptions

Project 1 is on Oakwood Street, south of Center Street and on an easement between Oakwood Street and Orchard Street. Televising done in 2024 verified rehab methods would not work. There is a history of sewage back-ups due to the poor condition of the non-code compliant 6-inch lines.

Project 3 is on the lakeshore upstream of the lift station at the Fire Station. This section is too flat for rehab methods and has significant clearwater entry. Soil borings are needed verify the dewatering method.



Williams Bay - Sewer Fund Borrowing and Projects Costs status

07/24/25	Year	Borrowed	Costs	Actual	Bid amount	B&W Estimate
Borrowed funds 2021		\$2,800,000				
Interest income borrowed funds		\$0				
Transfer in from Water Fund Borrowed Funds		\$1,704,529				
Total		\$4,504,529				
Finished Projects						
Elkhorn Road North/South new 12" sewer pipes			\$423,529			
Sewer linings			\$200,000			
Available Borrowed Funds after Finished Projects		\$3,881,000	\$623,529			
Starting Projects 2024-2025-2026						
Public Works new W&S utility truck	2025		\$25,000			
Oakwood / Orchard. Sewer repair. Project 1 from 6" to new 8"	2025		\$288,000			
Lift Station 4 Gravity Sewer replacement Project # 3	2025		\$673,250			
B&W engineering cost Project 1 & 3	2025		\$288,750			
B&W engineering cost LS 5 system	2025		\$80,000			
Liftstation 5 remodel and Discharge Force Main Rehabilitation	2028		\$2,203,000			
Walworth Ave Televising and Sewer Repair	2027		\$311,000			
		\$12,000	\$3,869,000			
Pending Future Projects						
Lift station 5 Gravity Sewer Relining	2030		\$421,000			
STH 67 Sanitary Sewer Replacement per WDOT Project	2030		\$695,000			
East Geneva Street Force Main Replacement	2031		\$851,000			
Available Borrowed Funds after Pending Future Projects		-\$1,955,000	\$1,967,000			
Long Term Projects						
Replace LS # 1 Circle Parkway			\$810,000			
Replace LS # 2 Washington Parkway			\$810,000			
Sanitary Sewer replacement - Future street projects			\$800,000			
Improve remaining four (4) lift stations			\$1,170,000			
Long term projects total			\$3,590,000			

Clean Water Loan 2024		\$2,026,050				
Starting Projects 2024-2025						
Revised Construction (Building) Change order #1			-\$23,944			
05/05/25 Change order #2			\$14,778			
Harris Road Lift Station Planning and Design			\$200,000			
Harris Road Lift Station Replace old with new station			\$1,827,000			
Harris Road Lift Station cost overrun (Projected \$93,600) Balance			\$8,216			
Available Borrowed Funds after Starting Projects		\$0	\$2,026,050			

PUBLIC NOTICE TO ALL CUSTOMERS OF THE WILLIAMS BAY MUNICIPAL WATER UTILITY

The Williams Bay Municipal Water Utility (Utility) has filed an application with the Public Service Commission of Wisconsin (Commission) to increase water rates. The increase is necessary due to a 44.52 percent increase in gross plant investment and a 32.05 percent increase in operating expenses since the last water conventional case was completed in 2022.

The total increase in water revenues requested is \$541,441 which will result in an estimated overall rate increase of 59.92 percent over the water utility's present revenues. If the request is granted, the water bill for an average Residential customer with a 5/8-inch or 3/4-inch meter who uses 7,000 gallons of water per quarter will increase from \$83.15 to \$130.00, or 56.34 percent, including the public fire protection charge.

A public hearing on the application has been scheduled for Monday, August 18, 2025 at 2:00 p.m. This hearing has no physical location. Parties and Commission staff appear by Zoom. Parties and Commission staff may use the telephone connection as a backup or if no adequate internet connection exists. Members of the public participate by Zoom or may use the telephone connection as a backup or if no adequate internet connection exists.

Join Zoom over the internet at: <https://us02web.zoom.us/my/pschearings>

The Commission intends to livestream and record this hearing on [YouTube](#). A member of the public may observe without participation any hearing session by:

1. Attending any physical location as noticed,
2. Watching on YouTube at: <https://www.youtube.com/@PSCWI-Hearings>,
3. If no adequate internet connection exists, listening by telephone.
 - Dial: +1 312 626 6799
 - Enter Meeting ID: 809 513 2930

A person may testify in this proceeding without becoming a party and without attorney representation. A person may submit this testimony in only one of the following ways:

- **Web Comment.** File a comment on the internet. Go to the Commission's web site at <http://psc.wi.gov>, and click the dropdown menu labeled "Commission Actions". Select the item labeled "File a Public Comment". On the next page select the "File a comment" link that appears for docket number 6540-WR-102. Web comments shall be received no later than Wednesday, August 20, 2025.
- **Live Comment.** Make a live comment at the hearing. The ALJ may receive live comments from any member of the public in attendance after the close of any party and Commission staff testimony. The ALJ will receive such comments by stating the name of each member of the public connected to the hearing one at a time and asking if they would like to comment.
- **Mail Comment.** Send a comment by U.S. Mail. All comments submitted by U.S. Mail shall be received no later than Wednesday, August 20, 2025 and shall be

addressed to: Attn: Docket 6540-WR-102 Comments, Public Service Commission,
P.O. Box 7854, Madison, WI 53707-7854.

To access the documents, schedule, and other information about this docket, go to the Commission's web site at <http://psc.wi.gov>, select the dropdown menu labeled "eServices". Select the item labeled "Docket Search (CMS)". On the next page enter 6540-WR-102 in the spaces labeled "Case #" and select "Search".

If you have any questions, please contact the Williams Bay Municipal Water Utility at (262) 245-2700.



Public Service Commission of Wisconsin

Summer Strand, Chairperson
 Kristy Nieto, Commissioner
 Marcus Hawkins, Commissioner

4822 Madison Yards Way
 P.O. Box 7854
 Madison, WI 53707-7854

Public Service Commission of Wisconsin
 RECEIVED: 7/9/2025 3:15:01 PM

July 9, 2025

Jennifer Wiese, Treasurer
 Williams Bay Municipal Water Utility
 PO Box 580
 Williams Bay, WI 53191

Re: Application of the Village of Williams Bay, Walworth
 County, Wisconsin, as a Water Public Utility, for Authority
 to Adjust Water Rates

6540-WR-102

Dear Jennifer Wiese:

Public Service Commission (Commission) staff has analyzed the Williams Bay Municipal Water Utility's (applicant) application for a water rate increase. The Commission received the application on March 20, 2025. Attached is Commission staff's proposed 2025 test year revenue requirement exhibit (Exhibit) which will serve as the basis for the cost-of-service study. Alex Hanna, rate analyst, will soon develop the cost-of-service study and a proposed rate design. The rate analyst will file a copy of that exhibit in the [Electronic Records Filing \(ERF\) system](#) separately upon completion. Commission staff will submit both proposals at the public hearing, which will be scheduled at a later date.

In its application, the applicant stated that it filed for the rate increase to cover debt and capital project costs. The applicant is constructing improvements to the existing water treatment facility in the test year. The applicant also faces increased operation and maintenance expenses.

The applicant requested a return on net investment rate base of 6.30 percent. The Commission calculates the benchmark rate of return weekly based on a three-month rolling average of municipal bond rates and determines a floor annually. The benchmark rate of return at the time Commission staff finalized the revenue requirement for this case was 6.80 percent. Commission staff estimated the applicant's capital employed in providing public utility service associated with the net investment rate base to be 33.77 percent municipal equity and 66.23 percent long-term debt. The applicant's composite cost of debt is 3.46 percent. A return on rate base of 6.80 percent would provide a 13.35 percent return on municipal earning equity and 0.93 times interest coverage. Commission staff considers that this return on rate base would provide the applicant with sufficient earnings to help address future capital and unforeseen operating needs and would also maintain confidence in the applicant's financial integrity without resulting in customer rates that are excessive.

However, the Commission cautions the applicant that a 66.23 percent debt ratio is too high to provide the degree of financial integrity the applicant requires over the long term and

recommends that the applicant reduce its debt ratio to reasonable levels as soon as practical. Commission staff generally considers a reasonable municipal capital structure to be roughly 50 percent equity and 50 percent debt.

Past Commission decisions have approved the allowance of credit card fee costs under a utility's operation and maintenance budget. As part of its application, the applicant requested that credit card fee costs be recovered in rates in the current rate case. Commission staff's proposal includes credit card fees.

Schedule 5 of the Exhibit is the list of depreciation rates that is the basis of Commission staff's estimated depreciation expense for the test year. Some depreciation rates may be different than those previously authorized for the applicant. Commission staff recommends that the Commission certify these depreciation rates for use by the applicant effective January 1, 2025. Please note that the general service and public fire protection rates are typically effective within 90 days of the Final Decision.

The Commission staff Exhibit is intended to provide the Commission with Commission staff's analysis and is not a final decision. After review of the attached Exhibit, the applicant may present its own analysis and may submit any additional information it believes to be pertinent to substantiate its position within five business days of the date of this letter. If Commission staff does not receive a response within that time, it will assume the applicant is in agreement with the staff proposal and the Commission staff rate analyst will use the revenue requirement to develop a rate proposal. Please note that this is the applicant's primary opportunity to address any concerns or changes to Commission staff's proposed revenue requirement Exhibit.

In order to receive notification of official correspondence (i.e. data requests, notices, final decisions, etc.), individuals must subscribe to the Utility ID or PSC Docket. To subscribe, go to the Commission's [ERF](#) system. For help subscribing, go to [Subscribing to Dockets](#).

Jennifer Wiese
Docket 6540-WR-102
Page 3

If you have any questions regarding the above, please contact me. If you have any questions regarding the status of your rate case, please contact Alex Hanna at (608) 267-2336 or by e-mail at Alex.Hanna@wisconsin.gov.

Sincerely,



Troy Gazza
Public Utility Auditor
Public Service Commission of Wisconsin
Division of Water Utility Regulation and Analysis
608.266.7173 | Troy.Gazza@wisconsin.gov

TKG:cjb:kle:rgs DL:02083947

cc: Wayne Edwards, Williams Bay Municipal Water Utility
Jodi Dobson, Baker Tilly US

Ex.-PSC-Revenue Requirement

Williams Bay Municipal Water Utility

Estimated 2025 Operating Income Statement

Net Investment Rate Base

and 2025 Estimated Revenue Requirement

**Williams Bay Municipal Water Utility
Estimated Operating Revenues
for the 2025 Test Year**

	Utility Estimates Test Year 2025	PSC Staff Proposed Adjustments	PSC Staff Estimates Test Year 2025
Unmetered Sales to General Customers	\$ 0	\$ 0	\$ 0
Metered Sales to General Customers:			
Residential	487,097	6,240	493,337
Multi-family Residential	19,171	0	19,171
Commercial	98,276	1,500	99,776
Industrial	0	0	0
Public Authority	12,526	220	12,746
Irrigation	0	0	0
Total Metered Sales	\$ 617,070	\$ 7,960	\$ 625,030
Private Fire Protection	4,080	0	4,080
Public Fire Protection	278,573	0	278,573
Other Water Sales	0	0	0
Sales for Resale	0	0	0
Interdepartmental	0	0	0
Total Water Sales	\$ 899,723	\$ 7,960	\$ 907,683
Forfeited Discounts	4,490	0	4,490
Rents of Water Property	70,565	(15,331)	55,234
Interdepartmental Rents	0	0	0
Other Water Revenues	1,473	9,059	10,532
Total Operating Revenues	\$ 976,251	\$ 1,688	\$ 977,939

Williams Bay Municipal Water Utility
Comparative Income Statement, Net Investment Rate Base, and PSC Adjustments

	2022	2023	2024	Utility Estimates Test Year 2025	PSC Staff Proposed Adjustments	PSC Staff Estimates Test Year 2025
Net Operating Income Statement:						
Total Operating Revenues:	\$ 913,669	\$ 971,424	\$ 927,988	\$ 976,251	\$ 1,688	\$ 977,939
Operating Expenses:						
Source of Supply Expenses	13,668	14,391	2,824	9,340	0	9,340
Pumping Expenses	79,721	91,651	82,681	84,030	0	84,030
Water Treatment Expenses	201,186	213,708	175,809	205,130	0	205,130
Trans. and Distr. Expenses	192,999	117,293	130,015	181,750	0	181,750
Customer Accounts Expenses	71,386	63,027	70,862	64,610	0	64,610
Administrative and General Expenses	127,473	186,083	218,044	240,559	17,717	258,276
Total Operation & Maintenance Expenses	\$ 686,433	\$ 686,153	\$ 680,235	\$ 785,419	\$ 17,717	\$ 803,136
Depreciation	125,517	125,517	176,239	258,507	44,852	303,359
Taxes	113,876	88,963	124,268	104,420	11,881	116,301
Total Operating Expenses	\$ 925,826	\$ 900,633	\$ 980,742	\$ 1,148,346	\$ 74,450	\$ 1,222,796
Net Operating Income (Loss)	\$ (12,157)	\$ 70,791	\$ (52,754)	\$ (172,094)	\$ (72,763)	\$ (244,857)
Net Investment Rate Base:				Utility Estimates Test Year 2025	PSC Staff Proposed Adjustments	PSC Staff Estimates Test Year 2025
Utility Plant in Service				\$ 7,034,788	\$ 1,089,900	\$ 8,124,688
Less:						
Accumulated Provision for Depreciation				4,041,729	199	4,041,928
Net Plant in Service				\$ 2,993,059	\$ 1,089,701	\$ 4,082,760
Add: Materials and Supplies				7,346	0	7,346
Less: Regulatory Liability - pre-2003						
Depreciation on Contributed Plant				0	0	0
Net Investment Rate Base				\$ 3,000,405	\$ 1,089,701	\$ 4,090,106
Rate of Return				N/A		N/A

Williams Bay Municipal Water Utility
Estimated Income Statement and Revenue Requirement
for the 2025 Test Year
to Yield a 6.80% Return on the Net Investment Rate Base

	Present <u>Rates</u>	Increase <u>Increase</u>	After Rate <u>Increase</u>
Total Operating Revenues:	\$ <u>977,939</u>	\$ <u>541,441</u>	\$ <u>1,519,380</u>
Operating Expenses:			
Source of Supply Expenses	9,340		9,340
Pumping Expenses	84,030		84,030
Water Treatment Expenses	205,130		205,130
Trans. and Distr. Expenses	181,750		181,750
Customer Accounts Expenses	64,610		64,610
Administrative and General Expenses	<u>258,276</u>		<u>258,276</u>
Total Operation & Maintenance Expenses	\$ 803,136		\$ 803,136
Depreciation	303,359		303,359
Amortization	18,457		18,457
Taxes	116,301		116,301
Total Operating Expenses	\$ <u>1,241,253</u>		\$ <u>1,241,253</u>
Net Operating Income (Loss)	\$ <u>(263,314)</u>		\$ <u>278,127</u>
Rate of Return	<u>N/A</u>		<u>6.80%</u>
Net Investment Rate Base:			
Utility Plant in Service	\$ 8,124,688		\$ 8,124,688
Less:			
Accumulated Provision for Depreciation	<u>4,041,928</u>		<u>4,041,928</u>
Net Plant in Service	\$ <u>4,082,760</u>		\$ <u>4,082,760</u>
Add: Materials and Supplies	7,346		7,346
Less: Regulatory Liability - pre-2003 Depreciation on Contributed Plant	<u>0</u>		<u>0</u>
Net Investment Rate Base	\$ <u>4,090,106</u>		\$ <u>4,090,106</u>

Williams Bay Municipal Water Utility **Schedule of Staff Adjustments**

	<u>Adjustments at 6.30% ROR</u>
Utility Requested Rate Increase	\$ 379,578 42.38%

Adjustments to Revenues

Acct. 461 - Metered Sales to General Customers

Utility Estimate	\$ 617,070	
Staff Estimate	\$625,030	
Adjustment		\$ (7,960)

The Utility went through a detailed review of customer counts in 2024. The review identified changes needed to the customer counts. The estimate was revised to match the customer counts on the 2024 PSC Annual Report.

Acct. 472 - Rents from Water Property

Utility Estimate	\$ 70,565	
Staff Estimate	\$ 55,234	
Adjustment		\$ 15,331

Estimate revised to reflect the 2024 revenue which matches the rental contracts provided by the Utility.

Acct. 474 - Other Water Revenues

Utility Estimate	\$ 1,473	
Staff Estimate	\$ 10,532	
Adjustment		\$ (9,059)

Estimate revised to reflect a 50 percent return on the net meter investment charged to sewer.

Adjustments to Expenses

Acct. 923 - Outside Services Employed

Utility Estimate	\$ 60,160	
Staff Estimate	\$ 78,000	
Adjustment		\$ 17,840

Estimate revised to the updated estimate provided by the Utility with costs for the rate case removed. Costs for the rate case are included in Account 928.

Williams Bay Municipal Water Utility Schedule of Staff Adjustments

Acct. 930 - Miscellaneous General Expenses

Utility Estimate	\$ 7,500	
Staff Estimate	\$ 7,377	
Adjustment		\$ (123)
Estimate revised to remove a portion of membership dues associated with lobbying.		

Acct. 408 - Taxes and Tax Equivalent

Utility Estimate	\$ 104,420	
Staff Estimate	\$ 116,301	
Adjustment		\$ 11,881
Estimate revised to the two year average mill rates. Major plant additions increased due to updated project costs.		

Depreciation Expense

Utility Estimate	\$ 258,507	
Staff Estimate	\$ 303,359	
Adjustment		\$ 44,852
Estimate revised due to the project costs being updated. The costs were updated to match those approved in 6540-CW-103.		

Adjustments to Net Investment Rate Base

Utility Estimate	\$ 3,000,405
Staff Estimate	\$ 4,090,106
Difference	\$ 1,089,701

Estimate revised due to the project costs being updated. The costs were updated to match those approved in 6540-CW-103.

Adjustment to Return on Ratebase based on requested 6.30% ROR	\$ 68,651
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Increase to ROR to 6.80%	\$ 20,450
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Staff Estimated Rate Increase

\$ 541,441
59.92%

Williams Bay Municipal Water Utility
Schedule of Water Depreciation Rates
Effective January 1, 2025

Account Number	Account Title	Depreciation Rate
	SOURCE OF SUPPLY PLANT	
314	Wells and Springs	2.90%
	PUMPING PLANT	
321	Structures and Improvements	3.20%
325	Electric Pumping Equipment	4.40%
328	Other Pumping Equipment	4.40%
	WATER TREATMENT PLANT	
331	Structures and Improvements	3.20%
332	Sand or Other Media Filtration Equipment	3.30%
334	Other Water Treatment Equipment	6.00%
	TRANSMISSION AND DISTRIBUTION PLANT	
342	Distribution Reservoirs and Standpipes	1.90%
343	Transmission and Distribution Mains	1.30%
345	Services	2.90%
346	Meters	5.50%
348	Hydrants	2.20%
	GENERAL PLANT	
390	Structures and Improvements	2.90%
391	Office Furniture and Equipment	5.80%
391.1	Computer Equipment	26.70%
392	Transportation Equipment	13.30%
394	Tools, Shop and Garage Equipment	5.80%
395	Laboratory Equipment	5.80%
396	Power Operated Equipment	7.50%
397	Communication Equipment	10.00%
397.1	SCADA Equipment	9.20%
398	Miscellaneous Equipment	5.80%

ORDINANCE #2025-09

**AN ORDINANCE AMENDING CHAPTER 12 BOARDS COMMISSIONS COMMITTEES
SECTION 12-9 KISHWAUKETOE NATURE CONSERVANCY BOARD**

WHEREAS, the Kishwauketoe Nature Conservancy (KNC) property is owned by the Village and Village Code requires that five (5) of the seven (7) member KNC Board be either owner of real estate in Williams Bay or an elector of Williams Bay (Village Representatives), and

WHEREAS, the KNC Board approved a motion to change the composition of the KNC Board reducing the minimum number of Village Representatives from five (5) to four (4); and

WHEREAS, the Building, Zoning and Ordinance Committee having recommended to the Village Board the adoption of an ordinance amending Chapter 12 modifying Section 12-9B Composition of the Code of Ordinances to reduce the Village Representatives board membership requirement from five (5) to (4) members; and

WHEREAS, the Village Board having considered the recommendation of the Building, Zoning and Ordinance Committee and having determined that it is appropriate to amend Chapter 12 modifying Section 12-9B Composition of the Code of Ordinances to reduce the Village Representatives board membership requirement from five (5) to (4) members.

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

Section I. Section 12-9 B of the Code of Ordinances of the Village of Williams Bay is hereby amended as follows:

B. The Kishwauketoe Nature Conservancy Board shall consist of seven members who shall serve as directors of the Board. The members of the Board shall be appointed by the Village President and confirmed by the Village Board and shall consist of the members of the Conservation District Commission; provided, that not less than ~~five~~ four (4) members shall either be an owner of real estate in the Village or be an elector of the Village.

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 _____, 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

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

ORDINANCE #2025-10

AN ORDINANCE RENUMBERING SECTION 128-8 AND CREATING SECTION 128-8 OF THE CODE OF ORDINANCES REGULATING LICENSES FOR THE SALE OF ALCOHOL BEVERAGES

WHEREAS, the issuance of a license to sell alcohol beverages in the Village of Williams Bay (Village) is a valuable commodity; and

WHEREAS, the ability of a business to sell alcohol beverages provides an economic benefit to the business and a service to the residents of and visitors to the Village; and

WHEREAS, the Village has an interest in ensuring that any licenses issued to sell alcohol beverages are being fully utilized, so that businesses serving the public and wishing to serve alcohol beverages have such licenses available, within the limits imposed by state statute; and

WHEREAS, the holding of a license to sell alcohol beverages by a business which is not operating is of no benefit to the Village, its residents or visitors; and

WHEREAS, the Building, Zoning and Ordinance Committee has recommended to the Village Board the enactment of an ordinance providing for the nonrenewal of a license to sell alcohol beverages in the event of abandonment of a licensed premises; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is the best interests of the Village, its residents, businesses and visitors to follow the recommendation of the Building, Zoning and Ordinance Committee.

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

Section I. §128-8 of the Code of Ordinances of the Village of Williams Bay is hereby renumbered §128-9 the Code of Ordinances of the Village of Williams Bay.

Section II. §128-8 of the Code of Ordinances of the Village of Williams Bay is hereby created to read as follows:

§128-8 Abandonment of premises.

Any licensee holding a license to sell alcohol beverages who has operated and subsequently abandons such business forfeits any right or preference they may have to the renewal of such license. Abandonment shall be grounds for nonrenewal of an alcohol license. The closing of a previously operated licensed premises for at least [120] days in a license year shall be prima facie evidence of an abandonment.

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 _____, 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

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

ORDINANCE #2025-11

AN ORDINANCE AMENDING CHAPTER 189 FIRE AND FIRE PREVENTION SECTION 189-19 OPEN BURNING OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY REGULATING OPEN BURNING

WHEREAS, the Village deems it necessary to protect the public health and safety of its citizens by regulating open burning within the Village and that such action is a valid exercise of powers of the Village; and

WHEREAS, sound ecological practices include periodic burning of natural areas to control invasive species and promote the growth of native plantings; and

WHEREAS, at the time that the current regulations were drafted, the sole area designated as a Nature Conservancy was the Kishwauketoe Nature Conservancy and the Village Code exempted this property from some of the Village Code regulations; and

WHEREAS, as part of The Preserve Development, Topography established the Preserve Nature Conservancy; and

WHEREAS, as part of their continuing restoration efforts to property, Yerkes Future Foundation took stewardship of the fifty acres in 2020 and is expanding on the 1906 Olmsted Plan by modernizing their ecological practices in a reimagining of the internationally accredited arboretum, including restoration of native prairie areas; and

WHEREAS, the Building, Zoning and Ordinance Committee having recommended to the Village Board the adoption of an ordinance amending Chapter 189 modifying Section 189-19 of the Code of Ordinances to exempts these additional properties from; and

WHEREAS, the Village Board having considered the recommendation of the Building, Zoning and Ordinance Committee and having determined that it is appropriate to amend Chapter 189 modifying Section 189-19 of the Code of Ordinances encourage open burning on these additional properties.

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

Section I. Section 189-19 B(4) of the Code of Ordinances of the Village of Williams Bay is hereby amended as follows:

- (4) This section does not apply to burns conducted by the Village of Williams Bay on Village of Williams Bay property or to organized and controlled burns conducted on the grounds of the Kishwauketoe Nature Conservancy, The Preserve Nature Conservancy or Yerkes Observatory, by individuals authorized to organize and conduct such controlled burns at these properties. ~~Kishwauketoe Nature Conservancy~~. Periodic controlled burning of conservancy areas is encouraged when done in a safe manner and in accordance with applicable regulations and requirements imposed by the Village. Persons desirous of controlled burns at these locations are required to obtain a burn permit from the Fire Chief or Fire Chief's designee in advance of the burn.

Section II. Section 189-19 D. of the Code of Ordinances of the Village of Williams Bay

is hereby amended as follows:

- D. Special exceptions. The Fire Chief or Fire Chief's designee of the Village of Williams Bay may grant an exception to this section for special purposes or events that ~~the Building Inspector feels are~~ determined ~~are~~ to be appropriate with a permit.

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 _____, 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

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

*Village of Williams Bay, WI
Wednesday, May 21, 2025*

Chapter 205. Housing Standards and Rental Property

Article III. Short-Term Rental of Residential Dwellings

[Adopted as § 2.12 of the 2011 Code; amended in its entirety 8-20-2018 by Ord. No. 2018-8]

§ 205-25. Definitions.

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

DESIGNATED OPERATOR

An individual who is available to respond to the property within one hour in the event of an emergency or complaint to the Village Police Department.

OCCUPANT

A person who rents a short-term rental.

RESIDENTIAL DWELLING

Any building, structure or part of the building or structure that is used or intended to be used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, to the exclusion of all others.

SHORT-TERM RENTAL

A residential dwelling offered or occupied for rent for a fee or similar consideration for more than six but fewer than 29 consecutive days.

§ 205-26. License required.

Any person who maintains, manages, or operates a short-term rental for more than 10 nights in a calendar year shall obtain a license under this article. Proof of the license and property rules shall be posted in a conspicuous location at all times while the property is rented and made available upon request for inspection.

§ 205-27. Applicability.

This article shall apply to all short-term rentals but shall not apply to a full month rental in the month of February. In addition, this article shall not apply to facilities approved as a hotel, motel, rooming house, lodging, lodging house or bed-and-breakfast.

§ 205-28. Occupancy.

Occupancy is limited to the number of occupants authorized by the state tourist rooming house license issued by the State of Wisconsin, Department of Agriculture, Trade and Consumer Protection, in accordance with Wisconsin Administrative Code Chapter ATCP 72 and all successor regulations.

§ 205-29. Parking.

A minimum of two parking spaces shall be provided for each short-term rental. No on-street parking for renters will be allowed. Parking may be provided off site. Parking spaces must meet the standards set forth in Chapter **390**, Zoning, of the Code of the Village of Williams Bay.

§ 205-30. Solid waste disposal.

Adequate refuse containers shall be available to prevent accumulation or scattering of solid waste, garbage and rubbish on the ground. Refuse containers shall be no larger than two cubic yards. Refuse must be removed from the property not less than one time per week and within 24 hours of placement for pickup. Containers for refuse larger than two cubic yards which have been located on the premises prior to obtaining a license under this article may remain in place, provided that such containers are enclosed by screening which visually shields the containers from neighboring properties.

§ 205-31. Guest registry.

Each license holder shall keep a registry of the party responsible for securing the rental including their name, address, phone number, dates of stay and number of occupants in the party. The registry shall be made available upon request by the Clerk. The license holder shall maintain the above stated information for a period of not less than one year from the last date of stay of the occupants.

§ 205-32. Property rules.

A list of property rules must be posted at the property and provided to the occupants and a copy submitted with the application for a license. Property rules must include the following minimum information:

- A. Maximum occupancy of the property.
- B. Contact information for the designated operator.
- C. Where to park.
- D. Quiet hours of 10:00 p.m. to 7:00 a.m.
- E. Pet policy: no more than three pets are allowed at the property.
- F. Outdoor burning regulations.
- G. Non-emergency contact information for law enforcement and fire.
- H. What to do with the garbage after the rental period is ended.
- I. Copy of the State of Wisconsin tourist rooming house license.
- J. Copy of the Village short-term rental license.
- K. Copy of the boating regulations if the property is located adjacent to a lake shore.

§ 205-33. License application and fees.

Any property owner or person having a contractual interest in any residential dwelling in the Village may file an application for a license to offer for rent a short-term rental with the Clerk at least 30 days in

advance of the date the property is first offered for rent on forms furnished by the Clerk.

A. The application shall include the following:

- (1) Address and tax key of the residential dwelling.
- (2) Names and addresses of the applicant, owner of the dwelling or promoter or sponsor.
- (3) Copy of State of Wisconsin tourist rooming house license.
- (4) Name, address, and phone number of a designated operator for the property.
- (5) Proposed occupancy for the dwelling.
- (6) Floor plan of all floors to be occupied in the dwelling, drawn neatly and accurately with dimensions clearly shown.
- (7) Site plan drawn neatly and accurately of the parcel including, but not limited to, lot lines, parking, and location of garbage collection areas.
- (8) Copy of property rules.
- (9) Schedule for refuse pickup and name of refuse hauler if other than refuse hauler retained by the Village.
- (10) Proof of adequate sanitation facilities.

B. Any changes in ownership of the property or designated operator shall be forwarded to the Clerk within 10 days of the change.

C. Once approved, each license shall be valid for up to one year from July 1 until the following June 30. If a license is granted after April 1 of a license year, the license will be valid until June 30 of the following year.

§ 205-34. License fee schedule.

The license application fees shall be established by resolution of the Village Board in a fee schedule, which may be modified from time to time. The fees shall be related to costs involved in the processing of license applications, reviewing plans, conducting inspections and documentation. A schedule of the fees shall be on file with the office of the Clerk.

§ 205-35. Revocation.

Revocation of the license shall commence when the owner of the property fails to comply with the requirements of this article and/or § 46-11, Room tax, as they existed at the time of the issuance of the license.

§ 205-36. Revocation process.

- A. The owner of the property shall be notified of any noncompliance by the Village Administrator or his/her designee.
- B. The owner shall correct the violation within 24 hours to the satisfaction of the Village Administrator or designee.
- C. The Village Administrator or designee may notify the Village Board of noncompliance and request permission to proceed with the revocation process.

- D. Upon scheduling of a hearing before the Village Board concerning the possible revocation, the Village Administrator or designee will notify the owner of the property at least two weeks prior to the hearing date.
- E. The Village Administrator or designee will attempt to notify all property owners located within 150 feet of the property at least two weeks prior to the public hearing.
- F. A representative of the Village shall appear at the hearing before the Village Board to present the evidence of noncompliance. All other interested parties may also give testimony to the Village Board.
- G. A written decision of the Village Board will be made and will be provided to the owner.
- H. If a license is revoked, the owner may apply for a new license after a twelve-month revocation period.

- (1) A buffer yard with a minimum opacity of 0.60 shall be provided along all property borders abutting residentially zoned property (see Article 9).
 - (2) Boarding houses may only be located in an area of transition from residential land uses to nonresidential land uses, as determined by the Zoning Administrator.
 - (3) Minimum required off-street parking: one space per each bedroom for rent, in addition to requirements for principal residents.
- M. Tourist rooming house. A dwelling unit available for stays for one to six consecutive days by paying guests, which may or may not be owner-occupied for parts of the year. These uses are often referred to as vacation rentals and include timeshare units. Where such units are rented for more than six but less than 29 consecutive days, such use shall not be considered tourist rooming houses but instead shall be considered short-term rentals, separately described and regulated in Chapter **205**, Article **III**, Short-Term Rental of Residential Dwellings, of the Village Code. Where such units are leased for periods longer than 28 consecutive days, such use shall also not be considered tourist rooming houses, but shall instead be considered "single-family" dwellings, separately described and regulated under this chapter. Also not included within this land use category are "bed-and-breakfast establishments," "commercial indoor lodging," or "boarding houses." Tourist rooming houses shall adhere to the following standards:
[Amended 8-20-2018 by Ord. No. 2018-6]
- (1) Occupancy shall be limited to two persons per bedroom, plus an additional two persons. At no time may the number of guests exceed eight regardless of the number bedrooms in the dwelling unit.
 - (2) The maximum stay for any party other than the owner of the premises shall be six consecutive days.
 - (3) The number of guest vehicles allowed on site is limited to the number of bedrooms in the unit. On-street parking is prohibited. No recreational vehicle or tent may be used for living or sleeping purposes.
 - (4) The appearance or use of the dwelling shall not be altered in a manner that would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emission of sounds, odors, dust or vibrations that carry beyond the premises.
 - (5) The availability of the tourist rooming house to the public shall not be advertised on site.
 - (6) The tourist rooming house must be licensed by the State of Wisconsin.
 - (7) Minimum required off-street parking: one space per each bedroom.
 - (8) The total number of tourist rooming houses permitted in the Village shall not exceed 15.
[Amended 6-20-2022 by Ord. No. 2022-03]
- N. Campground. Campgrounds include any facilities designed for overnight accommodation of persons in tents, travel trailers, or other mobile or portable shelters or recreational vehicles. Campgrounds shall adhere to the following standards:
- (1) Campgrounds shall be surrounded by a buffer yard with a minimum opacity of 0.70 along all property borders abutting residentially zoned property (see Article 9).
 - (2) Minimum required off-street parking: 1.5 spaces per campsite.
- O. Group day-care center (9+ children). Centers where qualified persons provide childcare services for nine or more children. Examples of such land uses include day-care centers and nursery schools. Such land uses may be operated on a for-profit or a not-for-profit basis. Such land uses may be operated in conjunction with another principal land use on the same environs, such as a church, school, business, or civic organization. In such instances, group day-care centers are not

Code Review Priority Recommendations as of 7/26/2025

The following list is based on community and village administration feedback, and suggestions from Village Trustees.

*On hold includes items that require further research or have not yet been discussed by the Building, Zoning, & Ordinance (BZO) Committee.

Green: Completed		Yellow: For consideration		Red: On hold*
Code#	Code Name	Date last amended	Reason for review / Notes	Status
110-5(D)	Order in which business is transacted		President Jaramillo request to move public comments up on the agenda to just after the approval of minutes.	X
280-12	Commercial use of launch area		DNR required repeal of current ordinance as commercial fees are not allowed; Trustee Russell has proposed potential new language after meeting with Harbormaster Asta and Administrator Lothspeich.	X
308-5 +	Solid Waste and Recycling – waste hauling		Consider revisions for picking up and disposing of used motor oil or other items relative to current waste hauling agreement. Address other changes as needed to align with current waste hauler contract, including waste and recycling bin size and weight.	X
145-3	Skateboards, bicycles, in-line skates and similar devices		Consider potential revision regarding scooters/electric scooters on streets and sidewalks to address safety issues. Addressed at July 7, 2025 Joint Board and Committee of the Whole meeting – no change as current code aligns with Wisconsin State Statute.	X
Code ?	Children using chalk to create messages on Village streets.		Residents at 06/16/25 Board meeting requested allowing this to occur. Addressed at July 7, 2025 Joint Board and Committee of the Whole meeting – Village attorney confirmed that chalk qualifies under WI State Statute 943.017 Graffiti and children writing with chalk in the street is a safety hazard. Alternative options include a ‘summer kickoff’ with the WB police blocking sections of the road for chalking, chalking at the Village parking lot, or potentially coordinating with the school administrator to host something there.	X

Village of Williams Bay: Ordinance/Code Review

128-3(J)	Alcohol Beverages>Operator's License	03/02/2020	Consider adding surrender clause such as, "or after XX days after operator ceases operations / sales."	
189-19	Fires and Fire Prevention>Open Burning	05/16/2016	Review B.2.4 for potential modification to 'nature conservancy' instead of specific to KNC to allow for controlled burns at the Preserve also. Review D for potential revision for Fire Chief to approve special exceptions, not the Building Inspector.	
205-27	Short-Term Rental of Residential Dwellings>Applicability		Why is a full month rental in February excluded?	
205-33	Short-Term Rental of Residential Dwellings>License application and fees		Consider amending based on effective, enforceable codes from other Wisconsin municipalities, i.e. Madison requirement that it needs to be a room(s) contained within the primary residence structure and if the owner is not onsite, it can be rented a maximum of 30 days per calendar year, etc. Consider other options to more effectively manage STRs within the Village, including enforcement. Consider how to address large-scale home building solely for short-term rental purposes. Consider STR license for camp entities, e.g. Holiday Home's use of AirBnB & VRBO.	
229-3 229-8 390-0807	Lighting, Outdoor>Shielding of outdoor light fixtures Lighting, Outdoor>Architectural lighting		Review lighting ordinance with Yerkes Observatory staff and revise with "dark skies" in mind.	
276-4 276-7	Property Maintenance>Exterior of Premises		Review to ensure ability to enforce.	

Village of Williams Bay: Ordinance/Code Review

281-5	Public Waters and Beaches>General Regulations>Slips not in cribs, shore stations, ramps, and mooring whips		Amend to align with DNR, consistency in fees; call DNR	
327	Transient Merchant		Review and consider revising to change “eleemosynary” to “charitable” or similar. Review and consider whether food trucks might fall under the definition of Transient Merchant. Ensure clarity as to registration for all employees or contractors of Transient Merchant, versus the company. Review current relevance of health certification, 327-4, (B.3.) Provide a process for code enforcement?	
331-2 (D3), E, F)	Trees>Tree Removal>Replacement Trees, Tree Protection, Fee Required		Review for enforceability of replacement trees or donation to KNC. Cite recent pictures and complaints received. Address how to handle situations where residents resist Village requests to cut down dead trees.	
345-10	Mirroring county fee schedule for police fees		Consider revising this code to indicate that applicable fees will “mirror” the Walworth County Fee. Work with Chief Timm on this.	
Article 10: 390-1012 and 390-1212	Signs		Discuss with Zoning Administrator about potential issues / enforcement with signage.	
390-0312	Zoning>Land Use Regulations>Storage Land Uses		Review for enforceability of item storage in yards to ensure yards do not become overloaded with items.	

Village of Williams Bay: Ordinance/Code Review

390-0316	Zoning>Land Use Regulations>Temporary Land Uses		Review B for potential revision to address food trucks – do these need their own ordinance? Identify allowable location(s), events & permits, and commercial food trucks on private (residential) property. Clerk receives 1-2 requests/month.	
390-0809	Fencing Standards		Review and consideration of any updates. Review number and type of requested variances to fencing code. How many have been approved? Denied?	
Code? – maybe 276-4 or 276-7?	Furniture on curb or items accumulating in front, side, or back yards.		Multiple residents (Board meetings and 06/07/25 Library Listening Session. Primary concerns on Geneva St. and Clover.	
Code?	Waterway Structure permits		Village Administrator identified this potential issue. More research is needed.	

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-52-25**

**A RESOLUTION AUTHORIZING VILLAGE PIERS REPAIR ESTIMATES FROM
GAGE MARINE AND AUSTIN PIER SERVICES**

WHEREAS, on August 4, 2025, the Village of Williams Bay Parks & Lakefront Committee and Finance & Personnel Committee determined that it is in the best interests of the Village to recommend approval of the (attached Exhibit A) pier cribs (5) replacement estimate from Gage Marine not to exceed \$24,875 funded by the Pier Replacement Fund.

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village, for the purpose of this resolution, to approve the recommendations by the Parks & Lakefront Committee and Finance & Personnel Committee.

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

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

Section III: Approval. The President and Board of Trustees hereby authorizes the recommended crib replacement proposals.

Approved by the Village Board of the Village of Williams Bay this 4th day of August 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Village President

Attest: _____
Tina Kolls, Village Clerk

Exhibit A
Pier Cribs Replacement Estimate
(Attached Following Pages)

DRAFT



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

Estimate # : 577103 Retail
Written by : Jessica Ackman

ID/Pier# : 0000001231 Pier 250
Lake : Lake Geneva
Land Address : Geneva
Boat Co. :
Canvas Co. :

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

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

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

50 Replace 5 cribs on Williams Bay East Pier: Main pier cribs 1 & 2, 3 slips cribs between slips 27-30.

Job Total 24,875.00 ☐ Approval

Thank you for your business!

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

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

Estimate Summary

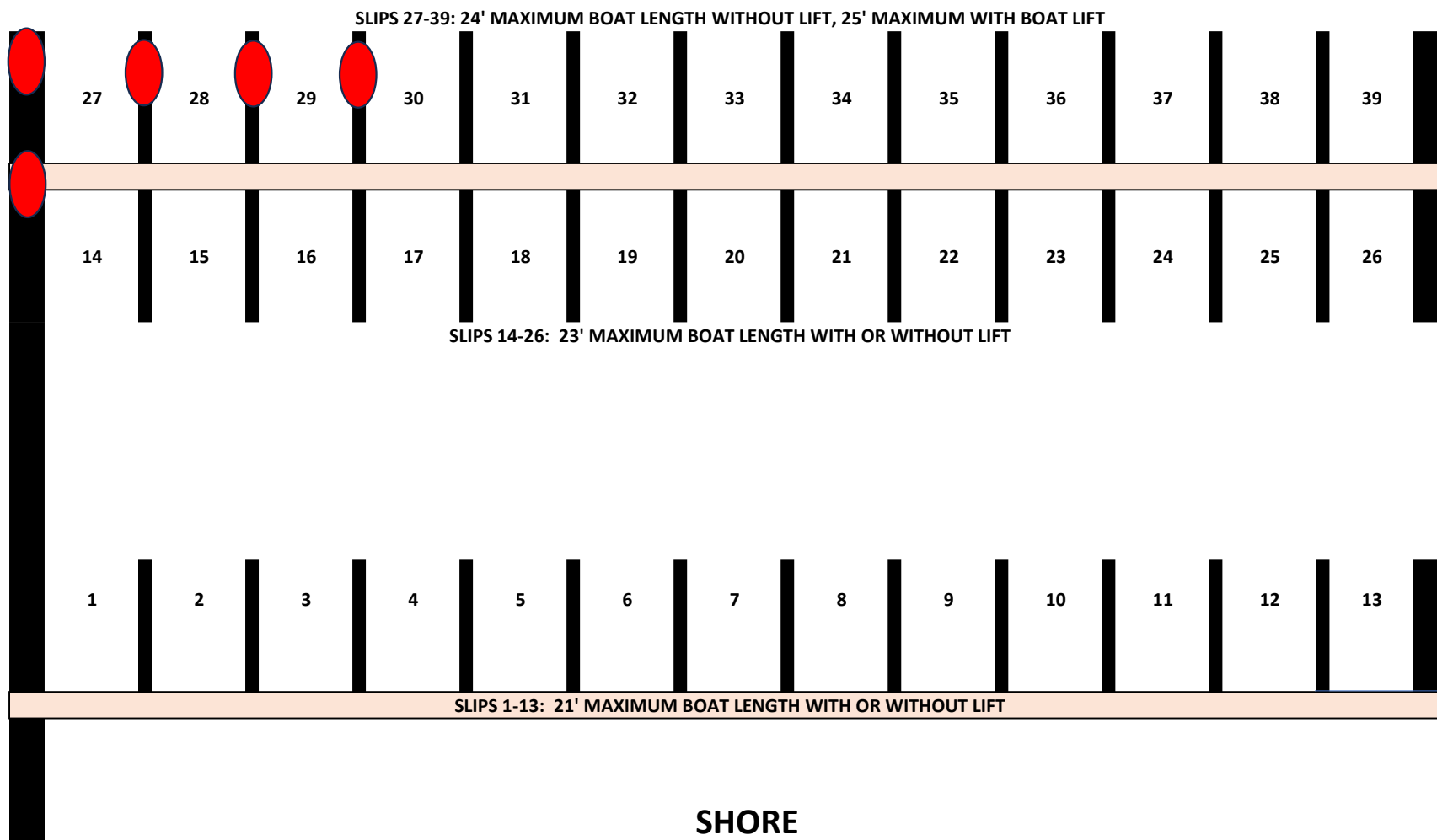
WI STATE 5%
WALWORTH COUNTY .5%

Total Estimate \$24,875.00

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

EAST PIER

LAKE



From: Douglas R. Snyder
Sent: Thursday, July 17, 2025 2:28 PM
To: Mary Bartholomew <mbartholomew@vi.williamsbay.wi.gov>
Subject: RE: yellow lines on Cedar Point Dr

We have bid price of \$1.10/foot for a single stripe. If we restripe the entire road to the east Village limits, it is \$13,000. If we only stripe to the bend, it will be \$9000.

We ended up doing more pavement repair than expected on Cedar Point Drive, so we deleted the requirement to stripe it.

Doug

**VILLAGE OF WILLIAMS BAY
ORDINANCE NO. R-55-25**

**A RESOLUTION AUTHORIZING THE DISPOSAL OF CERTAIN SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF WILLIAMS BAY
(Public Works & Recreation Departments)**

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

WHEREAS, the Village desires to sell the Property; and

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

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

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

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

SECTION THREE: Authority of the Village Administrator. The Village Administrator is hereby authorized and directed to sell the Property by means of sealed or open bids, auction, or any other lawful means. Upon the sale of the Property, the Village Administrator is authorized and directed to convey and transfer title of the Property to the purchasers. All proceeds from sales will be accounted for the General Fund.

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

Approved by the Village Board of the Village of Williams Bay this 21st day of August 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

Exhibit A
Public Works, Recreation & Fire Departments Items

Public Works Department:

- 2005 International plow/dump truck
- 1981 Wacker roller
- 1993 M-B line striper
- 2012 ford f-350 service body truck
- 1 ton chain fall and trolley

Recreation Department:

- List of items and Photos on following pages

Proposed Auction List – Williams Bay Recreation Department

1. Cub Cadet Series 1000 LT1024 Lawn Tractor with misc. Attachments (fair cond.) Untested
2. Craftsman GT5000 Garden Tractor (fair cond.) Untested
3. Konica Minolta Bizhub C3110 Printer with Three Refills (Black x2 and Yellow) Untested
4. Toro 521 Snowblower (untested)
5. Stihl FS36 Weed Trimmer (untested)
6. ~~Toss Back Varsity 100 Basketball System~~ – Donated to Williams Bay High School
7. Roku Model 2710X Streaming Device with Remote (good cond.)
8. Paper Crafting Systems Lot
 - a. Cutter Bee 1-2-3D Paper Crafting System
 - b. Cutter Bee Circle Template Set
 - c. Cutter Bee Oval Template Set
 - d. Creative Memories Wavy Frame Patterns
 - e. Creative Memories Oval Patterns
9. 33 Used Soccer Balls (various conditions and brands)
10. 55 Used Basketballs (various conditions and brands)
11. 18 Used Badminton Racquets (good cond.)
12. 50 Used Golf Clubs (various models and conditions)
13. 40 Youth Soccer Shin Guards (excellent condition)
14. 34 Used Youth Baseball Bats (noncompliant for league use)
15. 3 Cascade Brand Trekking Poles (new)
16. 8 Used Softball Bats (noncompliant for league use)
17. Misc. Golf Lot
 - a. 17 Boxes Wilson Brand Jack Orange Balls (new)
 - b. 1 Package Plastic Practice Balls (new)
 - c. Large Bag Wooden Golf Tees (new)
 - d. Practice Mat (good condition)
18. Melissa & Doug Brand Deluxe Puppet Theatre (good condition)
19. Misc. Container of Halloween Decorations
20. Roll of 2" Thick Biological Filter (24" x 10' - Green)
21. 6-Pair M.J. Soffe Soccer Shorts (Large Black –New)
22. Smitty Brand Soccer Referee Shirt (XL – New)
23. 2 Black & Decker 20V Lithium Battery Chargers (LCS1620 – Used)
24. 2 Fox 40 Electronic Whistles (New)
25. 2 Cannisters Penn Ultra Blue Racquetballs – 3/Can (New)
26. 7 Ikea Brand Flisat Combo Dollhouse/Wall Shelf Unit (new)
27. Large Container Used Flag Football Flag Belts (good cond.)
28. 3 Hasbro NBA Math Hoops Boardgames (Unopened)
29. Large Bin of Halloween & Holiday Lights (used)
30. Product Container Lot (Ideal of Make-Up, Medicines, Etc.)

- a. ULine Gift Box Cases (approximately 100 boxes – 1 case each)
 - i. 3x3x3
 - ii. 4x4x2
 - iii. 4x4x4
 - b. Bag Small White Plastic Jars with Black Lids
 - c. Bag Medium Black Plastic Jars with Black Lids
 - d. Bag Plastic Dropper Bottles
- 31. Three Pitching Rubbers (fair-poor condition)
 - 32. Two Street Hockey Sticks (fair condition)
 - 33. Kenmore (Sears) 80 Series Washing Machine (untested)
 - 34. 14 Youth Catcher Chest Protectors (10 Diamond 1-Louisville Slugger, MacGregor, Rawlings, and Wilson) Used – good condition
 - 35. 21 sets of catcher shin guards (fair/poor condition)
 - 36. 10 baseball and softball catcher helmets (Used fair/poor condition)

Notes: Most of the used sports equipment is many years old; shows signs of great wear-n-tear and deterioration. They are outdated in modern safety standards, performance technology, and style.

Williams Bay School Athletic Director has been shown this list and only requested item number six.

Proposed Auction List – Page 2

(Images Provided for Quick Overview)

1. Cub Cadet LT1024



2. Craftsman GT5000



3. Konica Minolta Bizhub C3110



Proposed Auction List – Page 3

4. Toro 521 Snowblower



5. Stihl FS36 Weed Trimmer



6. Toss Back Varsity 1000



REMOVED – DONATED TO WILLIAMS BAY HIGH SCHOOL

Proposed Auction List – Page 4

7. Roku 2710X



8. Paper Cutting Systems



9. Soccer Balls



Proposed Auction List – Page 5

10. Basketballs



11. Badminton Racquets



12. Golf Clubs



Proposed Auction List – Page 6

13. Soccer Shin Guards



14. Baseball Bats



15. Trekking Poles – Cascade Brand



16. Softball Bats



Proposed Auction List – Page 7

17. Golf Supplies Lot



18. Deluxe Puppet Theatre



19. Halloween Decorations



20. Biological Filter



Proposed Auction List – Page 8

21. Soccer Shorts



22. Soccer Shirt



23. Black & Decker Chargers



24. Whistles



Proposed Auction List – Page 9

25. Penn Racquetballs



26. Ikea Dollhouse/Shelf Unit



27. Football Belts



28. Boardgames



Proposed Auction List – Page 10

29. Holiday Lights



30. Container Lot



31. Pitching Rubbers



32. Hockey Sticks



Proposed Auction List – Page 11

33. Kenmore Washing Machine



34. Catcher Chest Protectors



34. Catcher Shin Guards



35. Catcher Helmets



Parks & Lakefront Committee – Proposed Agenda Item

Boat Launch Fee Process

Current Status: The Williams Bay boat launch has the following breakdown of launch fees:

2024	WI DNR Maximum Fees with TAX		Williams Bay	
	Resident	Non-Resident	Resident	Non-Resident
Non-Motorized/Non-Trailered	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50
West Kayak Launch			\$ 2.00	\$ 2.00
Motorized less than 20'	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75
Motorized 20' - 25' 11"	\$ 14.25	\$ 21.25	\$ 14.25	\$ 21.25
Motorized 26' or Greater	\$ 17.00	\$ 25.50	\$ 17.00	\$ 25.50

- 2024 Launch Revenue as of November 30, 2024: \$ 216,907
 - Launch revenue includes revenue from:
 - Daily Passes
 - Seasonal Passes
- For purposes of this exercise, assume that seasonal pass revenue is \$60,000 leaving Daily Pass revenue at \$156,907
- Assumption: Avg launch fee collected is \$14.00
 - This would account for approximately 11,200 paid launches
- In addition, after discussions with the Harbormaster and staff, season pass launches are estimated to be 50% of the launches. If that is accurate, then Williams Bay is handling approximately 23,000 launches per year. The number could be as high as 30,000.
- Cash payment of launch fees account for over 90% of all fees paid by the public.
- Season pass sales are also handled at the boat launch.
- Numbered receipt books are used by staff. Books have carbon copies, one for customer, one for accounting and are manually filled in with the fee amount by staff
- Each staff member handles a “bank” for making change.
- Cash is placed in an envelope and, until mid-season 2024, would be brought to the Village Hall every “few” days without documentation of number or types of launches. Not uncommon to have “missing” receipts (numbers not in sequence).
- No “end of shift” drop-off location for cash
- Honor system consists of “envelopes” that do not have a means of ensuring that the correct fee was paid by the launch user. WI DNR fee schedule is “complex”

Goals/Objectives:

- Establish strict controls over cash collected at the launch or...
- Reduce the amount of cash collected at the launch or...
- Eliminate the handling of cash at the boat launch
 - Create valid reports that indicate
 - Daily Pass fees collected by Resident, Non-Resident and size of boat
 - Seasonal Pass fees collected by Resident, Non-Resident and size of boat
 - Establish enforcement capabilities and rules
 - Ensure that fees are collected/paid when staff is present and when staff is not present

Obstacles:

- Multiple staff on duty during “busy” days
- Single staff on duty during “slow” days
- Young staff on duty by themselves
- No secure drop box location at the Village Hall
- Resistance to change

Implementation Options:

1. Strict Controls over Cash

- a. Limit bank size
- b. Eliminate season pass sales at the launch
 - i. Move to Village Hall and make available as walk-in or mail order
 - ii. Maybe move to Rec Department for walk-in, mail or internet sales
- c. Eliminate “receipt books” and implement numbered (sequential) dashboard tags
- d. Set up daily requirements including:
 - i. Daily accounting of tags used
 - ii. Daily summary of fees charged indicating quantities and total dollars
 - iii. Cash and documents turned in daily to a secure drop area
- e. Setup enforcement protocols
 - i. System to check vehicles for valid launch receipts
 - ii. Ticket those that failed to pay the fee
- f. Cons:
 - i. Potential for “undocumented” launches
 - ii. Potential for errors by staff
 - iii. Suggestions for delivering to the bank with deposit slips completed by Launch staff

- 2. Reduce the amount of Cash collected at the launch**
 - a. Use combination of hand-held and kiosk credit/debit units**
 - i. Printable receipts**
 - b. Kiosk with cash acceptance capability to eliminate staff handling cash**
 - i. Could have issue with ability to produce “change”**
 - ii. Wisconsin launch fee structure requires change in the form of coins**
 - iii. Possible solution, reduce launch fees to exact dollar amount**
 - 1. E.g. \$11.75 would become \$11.00 (cannot round up)**
- 3. Eliminate ALL Cash at the Boat Launch**
 - a. Install credit/debit card kiosks**
 - b. Hand-held credit/debit card Point of Sales (POS) by staff**
 - c. Multiple kiosks could reduce staffing requirement**

VenTek Quote

EQUIPMENT PURCHASE	
M600 Pay and Display Kiosk	\$ 9,970.00
Payment Device - Swipe/Chip Read/Tap	\$ 1,500.00
Installation and Training	\$ 2,100.00
Shipping - Estimated	\$ 600.00
Mobile Payment Tablet w/Zebra Printer	\$ 2,500.00
Credit for Customer Supplied Tablet	\$ (600.00)
Total Purchase	\$ 16,070.00

ANNUAL OPERATING COSTS	
Software Subscription - M600 Kiosk	\$ 1,140.00
Software Subscription - Tablet	\$ 700.00
2 Years of consumables	\$ 570.00
Payment Gateway	\$ 240.00
Total Annual Operating Expense	\$ 2,650.00

Cell Service or WIFI required for devices

Model 600

secure and reliable

ENTRY/ANNUAL PASSES

CAMPSITE RESERVATION

BOAT/INSPECTION FEES

REAL-TIME PAYMENT PROCESSING & CENTRALIZED SYSTEM MANAGEMENT

- PCI-DSS Level 1 & PA-DSS Data Security Certifications
- Real Time Payment Authorization & Automated Settlement
- Relational System Database
- Central Communications Facility

PARKS AND RECREATION FEES

- Entry & Annual Pass
- Campsite Fees
- RV Storage & Dump Fees
- Boat Launch Fees
- Inspection Fees
- Electrical Metering

MULTIPLE PAYMENT METHODS

- Coins & Bills
- SmartCards & Value Cards
- Validations: Cards & Remote
- Credit Cards
- Debit Cards
- Electronic Coupons

MULTIPLE VENDING MODES

- Permit Only
- Campsite Reservation with website integration
- Permit & Receipt
- Payment/Credential Gate Access
- Turnstile Access

NETWORK SUPPORT FOR 2 TO 200+

- DSL, Cable, Frame Relay
- Wi-Fi 802.11 (WPA/WPA2)
- Satellite and Dial-up for Remote Locations
- Digital Cellular Wireless (GPRS/CDMA)

REMOTE RATE MANAGEMENT PROGRAMMABLE USING venVUE

- Price & Time Availability
- Informational Screens
- Multiple Choices
- Variable Time Durations
- Times of Day
- Days of Week
- Specific Dates (Special Events)

REAL-TIME LOCAL/ REMOTE REPORTING & NOTIFICATION

- Audit Reports
- Sales Reports
- Cash Collection Reports
- Service Alerts
- Intrusion Detection
- Sales by Product Based Reports



For more information please contact us today
(707) 773-3373 info@ventek-intl.com

Proudly built in the USA



Interface

Large, easy to read LCD display
ATM-style menu driven interface
Custom graphics & colors available

Payment Processing

US & Canadian & International Currency
Customer-controlled electronic pay cards
PCI Compliant Credit Card Processing
VISA, Mastercard, AMEX and Discover
Tokens: Programmable value

Change Giving (Optional)

All Coin Denominations
Programmable Coin Acceptor
600 Coin Capacity Coin Hopper

Ticket Printer

Low maintenance thermal printer
In excess of 5,000 tickets per paper roll

Security

10 Gauge steel with 1/4" steel reinforcement
Maximum security Medeco lock
Audible & remote alarm capability
Sealed cash system
High-strength, Double-locking Coin bag
1,000 Note Double-locking Bill Cassette
Audit reports & Complete Transaction Log History

Dimensions

Approximately 24.5" W x 35" H x 17" D
Full ADA with max keypad height of 54"

Power Sources

110v A/C (w/optional Battery Backup)
Solar - Battery

1260 -A Holm Rd, Petaluma, CA 94954

venDIRECT

Your Worry-Free Solution for
Electronic Payments and EMV Solutions

SECURE EMV CAPABLE ELECTRONIC PROCESSING

COMPLETE CLOUD BASED REVENUE CONTROL

CERTIFIED AND MAINTAINED PCI NETWORK

EASY SECURITY & MAINTENANCE

- Quarterly and Annual Independent Scans and PCI-DSS audits
- Annual PA-DSS Pay Station Technology Audits
- Automatic Coverage Through VenTek's E&O Cyber Insurance policy

EASY SETUP & SUPPORT

- Direct Certification with Top 5 Card Processor Platforms in USA
- Access to Advanced Software Tooling and Reporting
- Direct assistance through VenTek Client Service group for any Issues or Questions.
- EMV Upgrade path for existing VenTek machine deployments and existing revenue collection systems

EASY ON YOUR BUDGET

- Simple payment plans to fit your needs
- NO "Third Party" Gateway processing fees such as those from PC Charge and AUTHORIZE.NET
- NO Setup Charges or fees for establishing a secure network connection from your VenTek Revenue Network to your Card Processor



www.ventek-intl.com

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We proudly build our products in the USA



*PCI Credit Card
Processing,
Refund Capability
& EMV Ready*

*Reporting for
Sales Pending,
Settlements,
& Refunds*

*venVUE® Controlled
User Access*

*Real Time Status &
Event Monitoring*

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M600 AFM



Project Village of Williams Bay, WI
 Client Steve Russel
 Contact Erika Stewart
 Email erikaa@ventek-intl.com

Date 17-Jul-2025
 Client Phone
 Validity 90 days
 Phone 707-536-5651

Thank You for Choosing VenTek

Capital Costs - Hardware, Installation, Setup & Services

AUTOMATED FEE MACHINE				
Item	Description	Quantity	Unit Price	Extended Price
E1	M600 Pay and Display or Pay in Lane Includes 1 year Warranty Power Configuration: AC Connectivity: Cellular Payment Mode: Credit Card Custom Wrap - Door Only Heater for AC Systems only Pedestal - 12", 18", 24", 30", 35" options	1	\$9,970	\$9,970
	All in One Payment Device - Provides EMV Near Field Contactless Credit Card Read (Tap and Pay) EMV Chip Read and Traditional Swipe. Future Mobile Payments like Apple, Samsung, Google - First Implementation of Mobile Payment with Chase Paymentech then Fiserv/First Data then Elevon	1	\$1,500	\$1,500
C2	Standard Ticket Paper Rolls (Order quantity 10+ rolls) 1" core	9	\$55	\$495
C5	Cleaner - Thermal Printer, box of 25	1	\$25	\$25
C6	Cleaner - Credit Card Reader, box of 50	1	\$50	\$50
	Shipping ¹	1	\$750	\$750
Total Automated Fee Machine				\$23,547

INSTALLATION & TRAINING				
Item	Description	Quantity	Unit Price	Extended Price
INSTS1	Installation & Training - Base Fee for 1st day Installation & training - based on a standard installation. Training Conducted on site and unlimited while technician is available onsite	1		\$2,100
INSTALLATION & TRAINING				\$2,100

venMOBILE				
Item	Description	Quantity	Unit Price	Extended Price
VM	venMOBILE - Samsung Galaxy Tab 8 w/Zebra Printer - 3 yr warranty on Zebra	1	\$2,500	\$2,500
CR	Credit For Customer Provided Android Tablet or Phone	1	-\$600	(\$600.00)
	Shipping ¹	1	\$350	\$350
Total Automated venMOBILE				\$2,250

Operating Costs - Software Subscription Fees

ANNUAL SOFTWARE SUBSCRIPTION FEES				
Item	Description	Quantity	Unit Price	Extended Price
SW	Cloud Based System Management - User cerdential for venVUE®, VenTek's web based management system, Secure PCI Level 1 Certified Server on Amazon Cloud for Data Storage & Payment Gateway, and Cellular Connectivity.	1	\$1,140	\$1,140
ARS6	venMOBILE Software Subscription - Per Year	1	\$700	\$700
ARS7	venMOBILE Cellular Subscription (if required) - Per Year CLIENT PROVIDED	ea	\$600	
ARS 8	venMOBILE Payment Gateway	1	\$240	\$240
ANNUAL SOFTWARE SUBSCRIPTION FEES				\$2,080

Automated Fee Machine Equipment \$23,547
 venMOBILE Equipment \$2,250
 Installation and Training \$2,100
 Annual Software Subscription \$2,080
Total \$29,977

WARRANTY - Can be purchased at any time				
Item	Description	Quantity	Unit Price	Extended Price
STDW	Standard Warranty: Free Unlimited Tech Support for 3 Months / Warranty Issues for 12 months	Incl.	incl.	incl.
EXTW	Extended 1 Year Factory Warranty (Recommended for years 2+) - Configuration Depen	1	\$900	\$900.00
OL1	Onsite Service Calls billed at \$150/hr. Including Time and Material	per hour	\$150	
AH1	After Hours Telephone Support Hourly Labor Rate \$150.00/hr. (Billed in 15 min increments)	per hour	\$150	

venMOBILE

A Web-based, Mobile Solution Platform

MOBILE PERMITTING & VIOLATION PROCESSING

CLOUD BASED REVENUE MANAGEMENT

SECURE TRANSACTION PROCESSING

MOBILE PERMITTING

- A Fee Machine in the Palm of Your Hand
- Great for High Volume Event Ticketing
- Adds Accountability and Reconciliation to your Fee Collection Process
- Seasonal Support for Pay Station Networks
- Parking/Parks & Recreation (Pay & Display)
 - Parking
 - Day Use
 - Annual Passes
- Pay-by-Space or Pay-by-Site
 - Parking
 - Campsites



VIOLATION NOTICES

- Access Real-time Enforcement Data Through Wi-Fi or Digital Cellular
- Issue Violation, Warning & Citation Notices
- Payment Status Managed Through venVUE®
- Payments Processed at Pay Station

SUPPORTED PLATFORMS

- Android Smartphones and Tablets

*Real-time, Remote
Enforcement & Violation
Issuance Allows
Immediate Customer
Payment at Pay Station*

*Cash & Credit Card
Permitting for High-
Volume Locations
or Special Events*

*Use venMOBILE alone
or in Conjunction with
Pay Station Network*

*Manage & Reconcile
Transactions & Notices in Real-time
through web-based venVUE®*



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venVUE®

Your Secure, Web-Based Software
For Sales Revenue Management
On the M600 Automated Fee Machine

CONNECT

- The power of the Cloud; no software or applications to install.
- Access venVUE from any web-enabled PC, laptop or Smartphone.

For Pay Station Networks

- Visualize real-time device status, transaction counts and operation details for each location independently.
- Create, update or alter rates remotely and have changes download automatically.
- Generate instant device status alerts to staff via email and/or text messaging.

PROCESS

- Authorize web or pay station-based credit/debit card sales transactions in real-time on a PCI-Certified payment platform.
- Efficiently process electronic payment refunds.

REPORT

- Quickly view, print, and/or export data from your revenue system using a full suite of report forms.
- Sales reports based on transaction type, location, date, permit value, and/or product type.
- Electronic payment transactions; pending or settled by date of sale or date of settlement.

For Pay Station Networks

- Cash Transactions showing details on bills/coins inserted and change dispensed for each transaction.
- Event reports showing operational history of each device.
- Interim and Final Cash Audit reporting for each device.

CUSTOMIZE

- Electronic coupons providing up to 100% discount for permit purchases.
- Use your web-based mobile device for enforcement, permit issuance and to monitor space occupancy through space sensors.
- Accept alternate electronic payments such as Annual Pass, value or campus cards.

For Pay Station Networks

- Remote validation for pay-by-space settings - add time from web based devices.
- Allow customers to add time using Pay-by-Cell.
- Multiple Custom Permits based on pick selection.



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We proudly build our products in the USA

WEB-BASED ACCESS ANYWHERE

COMPLETE CLOUD BASED REVENUE CONTROL

PCI CERTIFIED NETWORK



*venVUE® Controlled
User Access*

*Remote Access &
Configuration
to Information
& Settings*

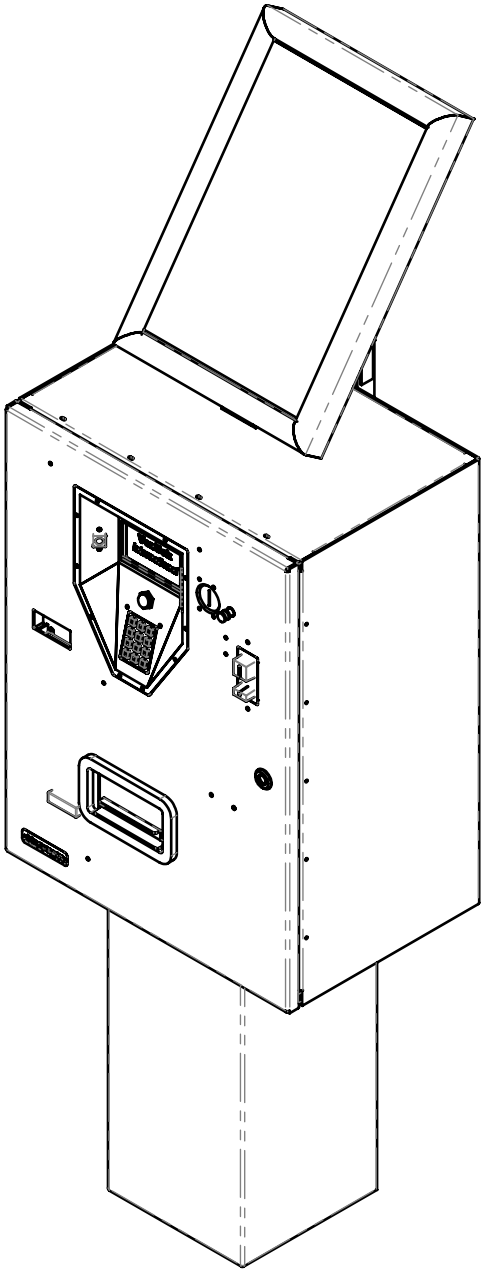
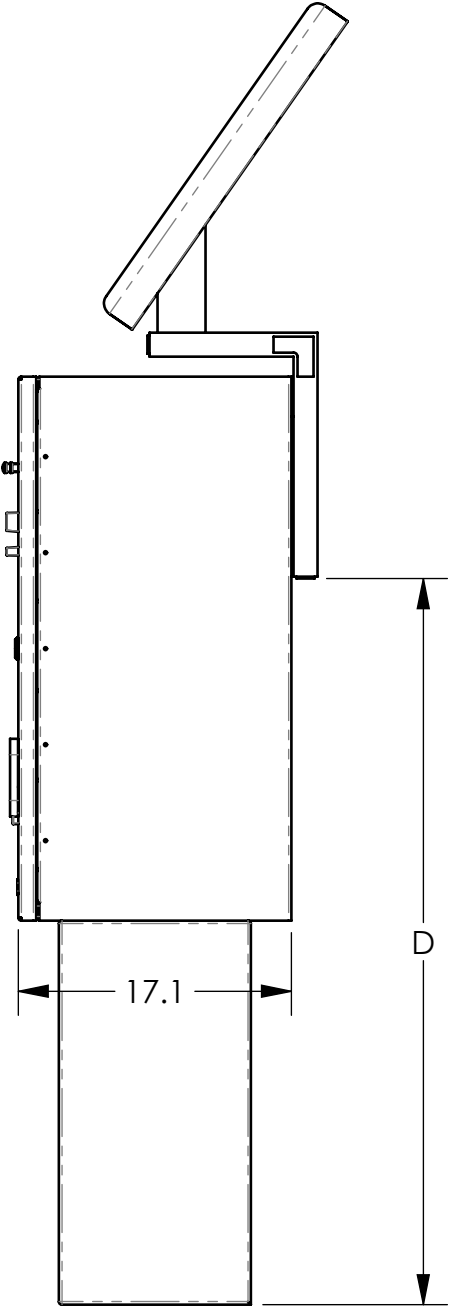
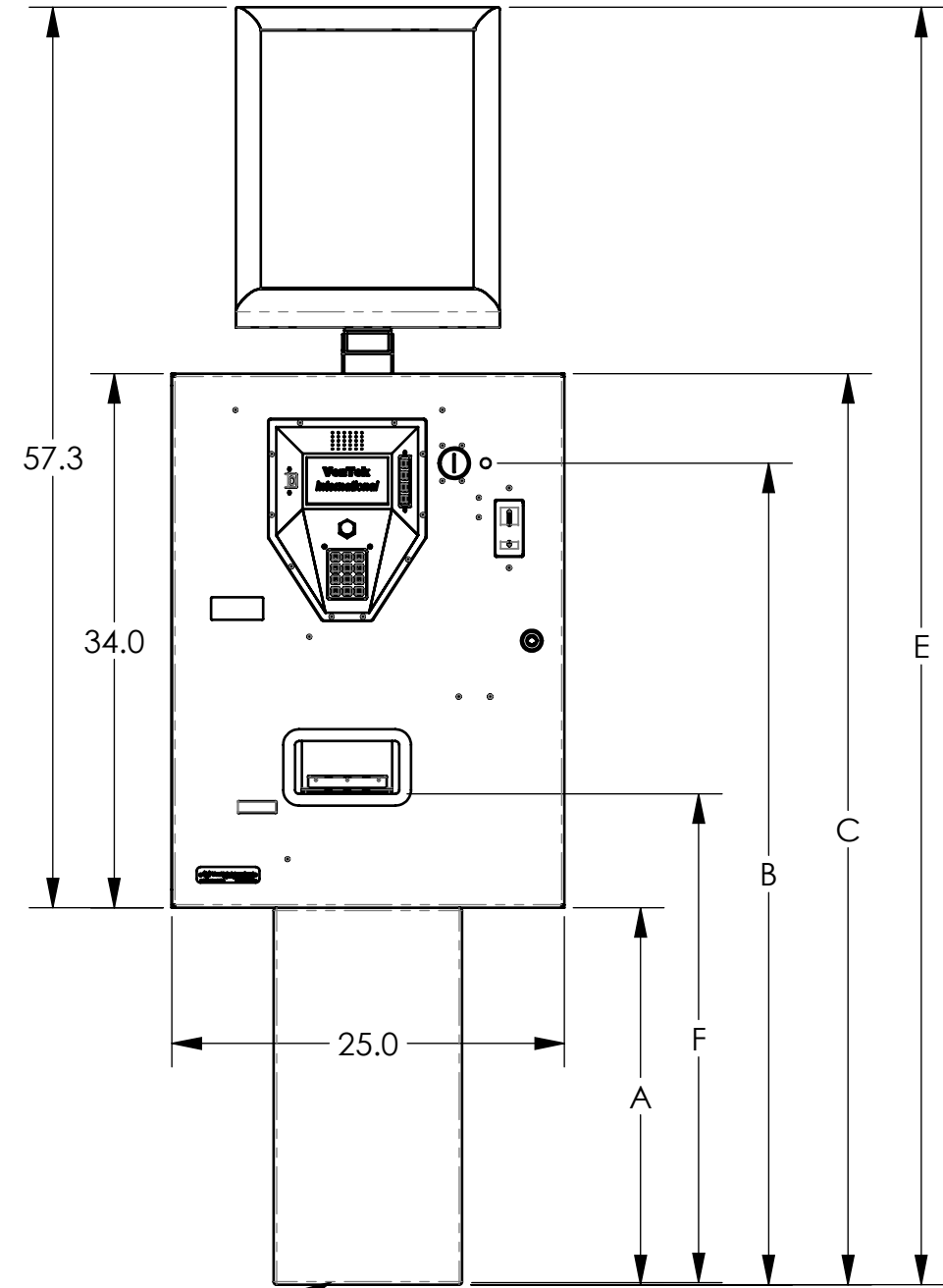
*PCI Credit Card
Processing
& Refund
Capability*

*Real Time Sales Data
& Device Status*

1260 -A Holm Rd, Petaluma, CA 94954

PEDESTAL OPTIONS					
PEDESTAL HEIGHT (A)	ADA HEIGHT (B)	MACHINE HEIGHT WITHOUT SOLAR (C)	SOLAR MOUNT (D)	OVERALL HEIGHT WITH SOLAR (E)	COIN CUP HEIGHT (F)
12"	40" *	46"	32"	68"	19.4"
18"	46" *	52"	38"	74"	25.4"
24"	52"	58"	44"	80"	31.4"
30"	58"	64"	50"	86"	37.4"

* ADA COMPLIANT HEIGHT (48" MAX.)



12" X 12" A
PEDESTAL



VenTek International
engineering the future of automated payment systems

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TEL. (707) 773-3373 FAX (707) 773-3381

UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES
& TOLERANCES ARE:

DECIMALS
.XX ± .030
.XXX ± .015

ANGLES
± 1°

SCALE: 1 TO 12

SHEET SIZE: B

APPROVALS

DRAWN BY: MCR DATE: 3/13/2018
CHECKED BY: - DATE: -
APPROVED BY: - DATE: -

DRAWING NAME:

OVERALL DIMENSIONNING
M600 WITH PEDESTAL
AND SOLAR OPTION

DRAWING NO:

61-910

SHEET: 1 OF 1

REV. DESCRIPTION:

ADD COIN CUP HEIGHT
ECO# 2050

FILE LOCATION: DP/M600 TOP ASSY
3D FILENAME: 61-910 M600 With Solar & Pedestal

REVISION

C

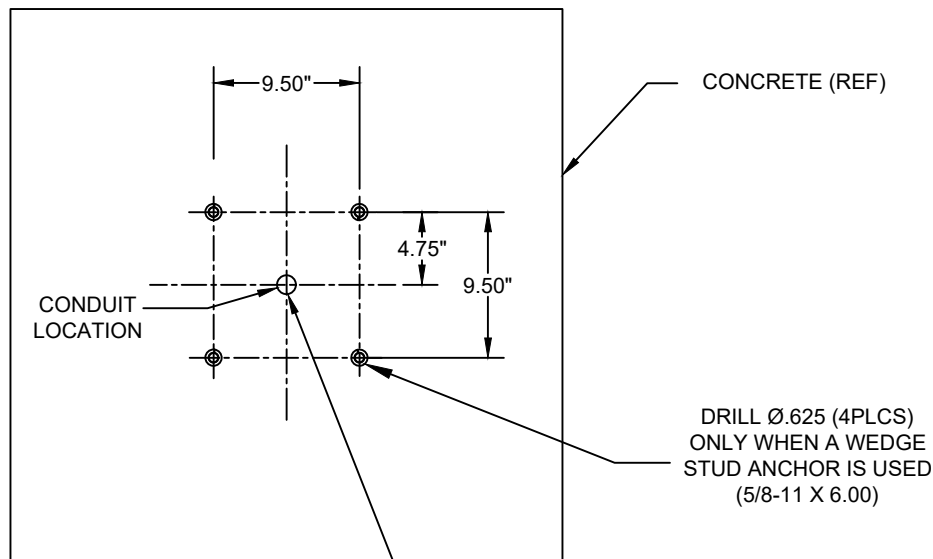
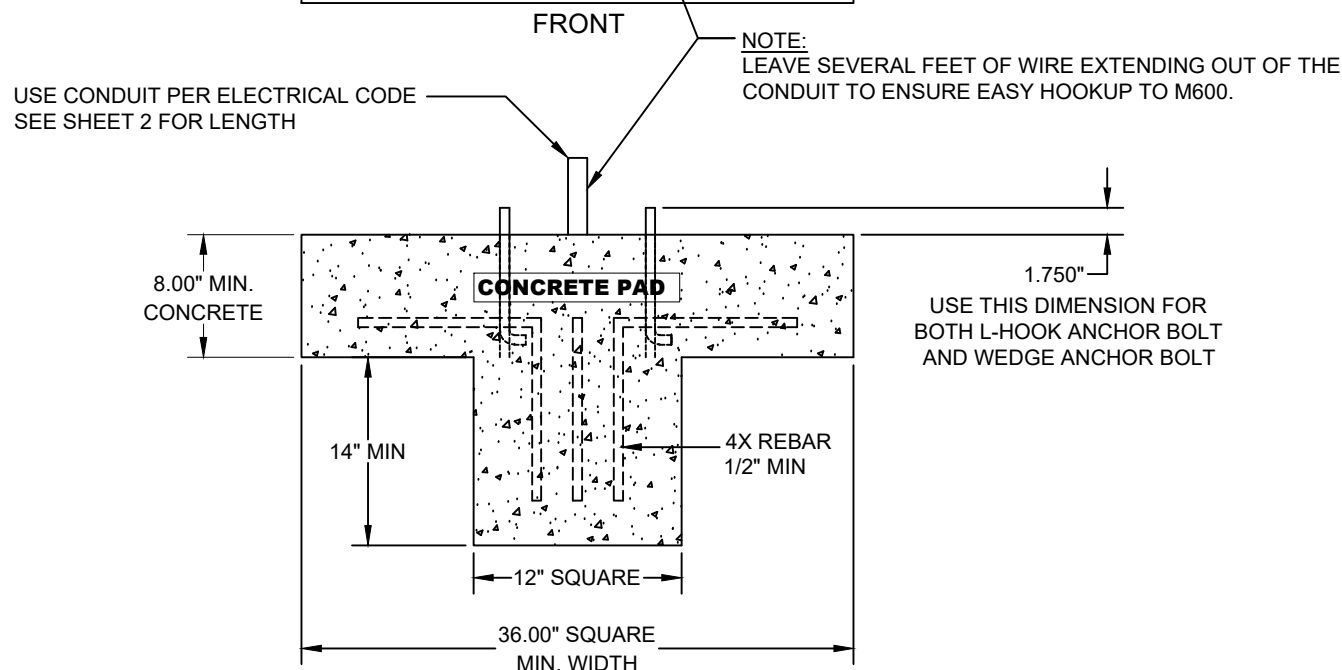
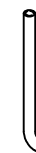


FIGURE A
USE WEDGE ANCHOR BOLTS
(MCM P/N 97110A452)
WHEN CEMENT ALREADY EXISTS
5/8-11 X 6.00



FIGURE B
USE L-HOOK ANCHOR BOLTS
(MCM P/N 91587A310)
WHEN POURING NEW CEMENT
5/8-11 X 8.00



NOTES:

1. THE POWER AND PHONE LINES SHOULD EACH BE RUN IN INDIVIDUAL PVC CONDUITS. IN ADDITION, THE NETWORK LINE RUNNING IN SHOULD BE RUN IN SEPARATE PVC CONDUITS.
2. BEFORE INSTALLING THE PEDESTAL, BE SURE ALL POWER AND COMMUNICATION LINES HAVE BEEN RUN IN SEPARATE CONDUIT.
3. AT 110V @20A CIRCUIT IS REQUIRED FOR EACH PAY STATION.

CONC. PAD SPECIFICATIONS



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UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES & TOLERANCES ARE:	
DECIMALS .XX ± .030 .XXX ± .015	ANGLES ± 1°
SCALE: 1 TO 10	SHEET: 1 OF 3

APPROVALS	
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CHECKED BY: —	DATE: —
APPROVED BY: —	DATE: —

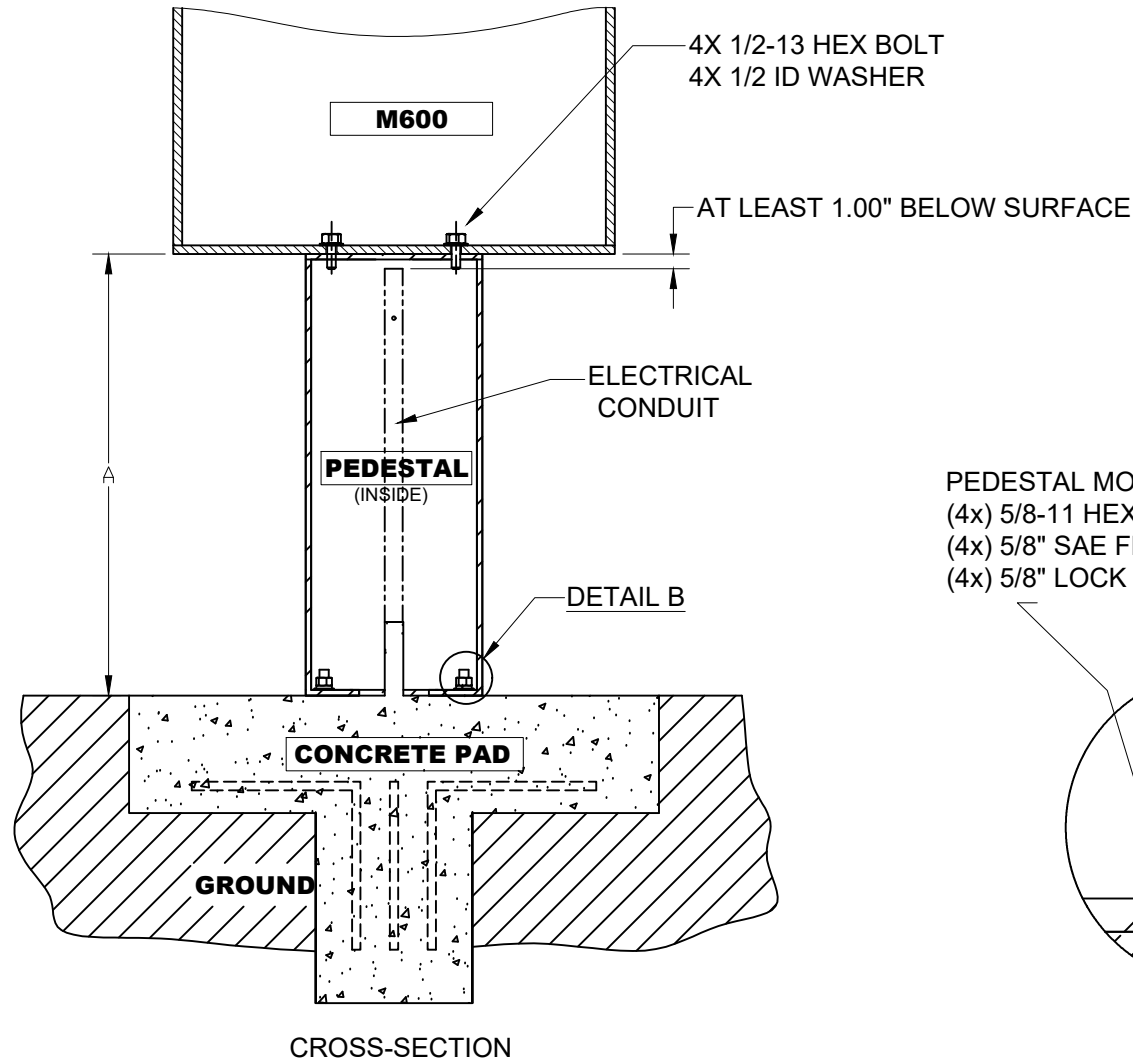
DRAWING NAME:
ENCLOSED
PEDESTAL INSTALLATION
M600

DRAWING NO:
61-903

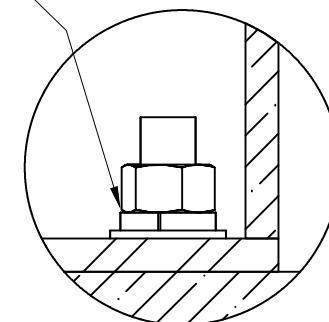
REV. DESCRIPTION:
REV H - REMOVE TABLE W/ AMP RATINGS &
ADD NOTE 3 W/ AMP RATINGS
REV I - UPDATE DRAWING WITH 2 PAGES
ECO# 2524

REVISION
I

DIM A	P/N	DESCRIPTION
12"	04-370-01	ADA W/ CURB
18"	04-370-02	ADA W/O CURB
24"	04-370-03	WALK UP OR DRIVE UP W/ CURB
30"	04-370-04	WALK UP OR DRIVE THRU SURFACE
35"	04-370-05	DRIVE THRU



PEDESTAL MOUNTING HARDWARE:
(4x) 5/8-11 HEX NUT
(4x) 5/8" SAE FLAT WASHER
(4x) 5/8" LOCK WASHER



DETAIL B
SCALE 1 : 2



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UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES
& TOLERANCES ARE:
DECIMALS .XX ± .030
.XXX ± .015
SCALE: 1 TO 10
SHEET: 2 OF 3

APPROVALS
DRAWN BY: VFW DATE: 2/10/21
CHECKED BY: — DATE: —
APPROVED BY: — DATE: —

DRAWING NAME:
ENCLOSED
PEDESTAL INSTALLATION
M600

DRAWING NO: 61-903
REV. DESCRIPTION:
SEE SHEET 1

REVISION
1

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES & TOLERANCES ARE:		
DECIMALS	ANGLES	
XX ± .000	± 1°	
XXX ± .015		
SCALE: 1 TO 1	SHEET: 3 OF 3	

APPROVALS	
DRAWN BY: _____	VFW DATE: 2/10/21
CHECKED BY: _____	DATE: -
APPROVED BY: _____	DATE: -

DRAWING NAME:	ENCLOSED PEDESTAL INSTALLATION M600
---------------	---

DRAWING NO:	61-903
-------------	--------

REV. DESCRIPTION:	SEE SHEET 1
-------------------	-------------

REVISION	1
----------	---

ANCHOR BOLT TEMPLATE
SCALE 1 : 1

CONDUIT
LOCATION

4.75"

9.5" SQUARE

WHEN CEMENT ALREADY EXISTS
DRILL Ø.625 (4PLCS)
FOR WEDGE ANCHOR BOLTS
(5/8-11 X 6.00)
SEE FIGURE A, SHT1

WHEN POURING NEW CEMENT
INSTALL L-HOOK ANCHOR BOLTS
(4PLCS, 5/8-11 X 8.00)
SEE FIGURE B, SHT1



















PARKING PAY STATION

WELCOME

Follow
Directions
On Screen



PLEASE TAKE
RECEIPT / PASS

Little
Walnut Creek
Conservancy District

Veeva International

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Made in the USA

1
FOLLOW
DIRECTIONS
ON SCREEN

2
INSERT BILLS
Exact Amount Only



MACHINE DOES NOT
GIVE CHANGE

3
COLLECT RECEIPT



2
INSERT CARD



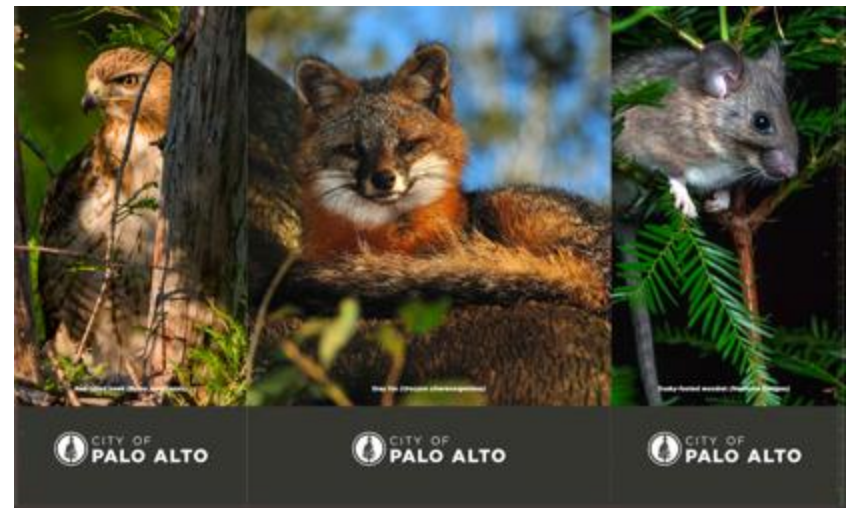
PARKING PASS REQUIRED

For more information, please call Endicott Park at 978-774-6518



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FEE STATION: PAYMENT REQUIRED

FOLLOW
DIRECTIONS
ON SCREEN

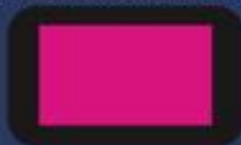


MACHINE DOES
NOT ACCEPT CASH
OR COINS



UPON PAYMENT, RECEIPT WILL DISPENSE HERE

Receipt must be
displayed on vehicle
dashboard to be valid



US Army Corps
of Engineers®

THIS MACHINE CONTAINS NO CASH

FOR MORE INFORMATION, PLEASE CALL
INSERT NAME AND PHONE NUMBER BEFORE PRINTING

FEE STATION: PAYMENT REQUIRED

FOLLOW
DIRECTIONS
ON SCREEN

MACHINE DOES
NOT ACCEPT CASH
OR COINS



UPON PAYMENT, RECEIPT WILL DISPENSE HERE

Receipt must be
displayed on vehicle
dashboard to be valid



US Army Corps
of Engineers®

THIS MACHINE CONTAINS NO CASH

FOR MORE INFORMATION, PLEASE CALL
Insert Name and Phone Number Before Printing

FEE STATION: PAYMENT REQUIRED

FOLLOW DIRECTIONS ON SCREEN

MACHINE DOES NOT ACCEPT CASH OR COINS

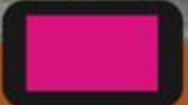
CREDIT INSERT AS SHOWN





UPON PAYMENT, RECEIPT WILL DISPENSE HERE

Receipt must be displayed on vehicle dashboard to be valid




US Army Corps of Engineers

THIS MACHINE CONTAINS NO CASH

FOR MORE INFORMATION, PLEASE CALL SUMMERSVILLE LAKE: 304-872-3412

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FEE STATION: PAYMENT REQUIRED

FOLLOW DIRECTIONS ON SCREEN

MACHINE DOES NOT ACCEPT CASH OR COINS

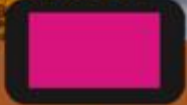
CREDIT INSERT AS SHOWN





UPON PAYMENT, RECEIPT WILL DISPENSE HERE

Receipt must be displayed on vehicle dashboard to be valid




US Army Corps of Engineers

THIS MACHINE CONTAINS NO CASH

FOR MORE INFORMATION, PLEASE CALL SUMMERSVILLE LAKE: 304-872-3412

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FEE STATION: PAYMENT REQUIRED

FOLLOW DIRECTIONS ON SCREEN

MACHINE DOES NOT ACCEPT CASH OR COINS

CREDIT INSERT AS SHOWN





UPON PAYMENT, RECEIPT WILL DISPENSE HERE

Receipt must be displayed on vehicle dashboard to be valid




US Army Corps of Engineers

THIS MACHINE CONTAINS NO CASH

FOR MORE INFORMATION, PLEASE CALL SUMMERSVILLE LAKE: 304-872-3412

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Reporting and insights from 2023 audit:

Village of Williams Bay

December 31, 2023

Audit approach and results

Planned scope and timing

Audit focus

Based on our understanding of the Village and environment in which you operate, we focused our audit on the following key areas:

- Key transaction cycles
- Areas with significant estimates
- Implementation of new accounting standards

Our areas of audit focus were informed by, among other things, our assessment of materiality. Materiality in the context of our audit was determined based on specific qualitative and quantitative factors combined with our expectations about the Village's current year results.

Key areas of focus and significant findings

Significant risks of material misstatement

A significant risk is an identified and assessed risk of material misstatement that, in the auditor's professional judgment, requires special audit consideration. Within our audit, we focused on the following areas below.

Significant risk areas	Testing approach	Conclusion
Management override of controls	Incorporate unpredictability into audit procedures, emphasize professional skepticism and utilize audit team with industry expertise	Procedures identified provided sufficient evidence for our audit opinion
Improper revenue recognition due to fraud	Confirmation or validation of certain revenues supplemented with detailed predictive analytics based on non-financial data and substantive testing of related receivables	Procedures identified provided sufficient evidence for our audit opinion

Other areas of emphasis

We also focused on other areas that did not meet the definition of a significant risk, but were determined to require specific awareness and a unique audit response.

Other areas of emphasis		
Cash and investments	Revenues and receivables	General disbursements
Payroll	Pension liabilities	Long-term debt
Capital assets including infrastructure	Net position calculations	Financial reporting and required disclosures

Internal control matters

We considered the Village's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing an opinion on the financial statements. We are not expressing an opinion on the effectiveness of the Village's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.

A material weakness is a deficiency or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We identified the following deficiencies as material weaknesses:

- **Inadequate segregation of duties**

A properly designed system of internal control includes adequate staffing as well as policies and procedures to properly segregate duties. This includes systems that are designed to limit the access or control of any one individual to your government's assets or accounting records, and to achieve a higher likelihood that errors or irregularities in your accounting processes would be discovered by your staff in a timely manner.

At this time, due to staffing and financial limitations, the proper internal controls are not in place to achieve adequate segregation of duties. As a result, errors, irregularities or fraud could occur as part of the financial reporting process that may not be discovered by someone in your organization. Therefore, we are reporting a material weakness related to the internal control environment.

Response. Other than items #4 and #12 below, staff have modified or is in process of modifying the village's financial practices to address the deficiencies listed below. In my experience this is not an unusual situation for small organizations with the costs associated with adding staff necessary to fully address the segregation of duties is oftentimes impractical. The finance and administrative employees regularly question and make changes to limit the ability of any single individual to access accounts, make payments, approve payments, and review payments are separated between employees. In addition, authorizations are segregated in the Village's financial software and financial accounts to maximize the segregation of duties within our systems.

- **Missing key controls**

There are certain controls that are not currently in place related to significant transaction cycles. As a result, there is a risk that erroneous or unauthorized transactions or misstatements could occur without the knowledge of management or the governing body. Our recommendations for strengthening controls are listed below.

Controls over accounts payable/disbursements

1. Persons processing accounts payable and those with access to the system should be separate from those ordering or receiving goods or services.
With limited staffing, staff that have access to the accounts payable also place their own ordering. Since 2023, the Village added safeguards in the approval process for oversight, including check requisition that require approval by department head, reviewed by Treasurer and approved by Administrator.
2. There should be an appropriate system for review and approval of vendors.
Village requires W-9 or EIN to verify as legitimate vendor.

3. Disbursement reports presented to the Village board for review and approval should be verified for completeness to ensure all check numbers and electronic payments or transfers have been accounted for.
Disbursements are entered into the system by the Utility Clerk after reviews by the Treasurer and Administrator before being submitted to the Village Board. The financial software does not allow for duplicate check #'s for printed checks or for prepayment and bills reports that are provided to the Village Board. In addition, the approved checks and check numbers are uploaded to the banks fraud protection system that utilizes check #'s for reference.

Controls over payroll

4. Persons preparing the payroll should be independent of other personnel duties or restricted from access to the payroll account.
The Village would need an additional position or contract out to satisfy.
5. There should be a system to authorize and review new employees added and changes to employee rates and data in the payroll system.
Treasurer entries and Clerk reviews entries.
6. The reconciliation of the total payroll process compared to the direct deposits and checks posted against the payroll account should be reviewed by someone independent of the payroll processing process.
Checks are not issued anymore. Payroll prepared by Treasurer into bank software that requires review and approval by Administrator prior to bank posting.
7. Payroll reports presented to the Village board for review and approval should be verified for completeness to ensure that all check numbers and direct deposits have been accounted for and are subject to approval by the Village board.
Checks are not issued anymore. The Board receives totals by department. Individual pay is public record but withholdings are not.

Controls over property taxes

8. There should be a formal process to prepare and approve journal entries to record taxes receivable and the tax settlements.
Formal process was established in 2024. Treasurer preparing JE and Administrator reviews and approvals JEs.
9. Bank reconciliations for the tax account should be performed by someone independent of the tax collection process.
Majority of reconciliation are entered by Clerk and Utility Clerk with Treasurer performing when needed.

Controls over utility billing

10. The entry of new customers and changes in billing rates should be reviewed by someone other than the person who enters the information into the billing system.
Currently no review. Starting May 2025 all new customers or changes in rates entered by Utility Clerk to be reviewed by the Treasurer or Clerk.
11. An independent review and approval of adjustments to accounts receivable and account write-offs.
Currently no review. Starting May 2025 all new customers or changes in rates entered by Utility Clerk to be reviewed by the Treasurer or Clerk.
12. Persons involved in the cash receipting process should be independent of other billing duties.
Currently it does not happen and would need an employee or contract out or have an individual that is not involved with billing.
13. The reconciliation of the detailed listing of receivables in the billing system and the receivable balance in the general ledger should be reviewed by someone independent of the utility billing and cash receipting processes.
Currently not being done. Reconciliation to be reviewed for impact on current staff to determine if this can be addressed within current staffing and budgetary limitations.

Controls over monthly and year-end accounting

14. Adjusting journal entries and supporting documentation should be reviewed and approved by an appropriate person who is not the original preparer.

Process established in 2024, JE are prepared by Treasurer and reviewed by Administrator.

15. Account reconciliations prepared throughout the year should be performed by someone independent of processing transactions in the account.

Process established in 2024, JE are prepared by Treasurer and reviewed by Administrator.

16. Year-end reconciliations (retainages, payroll accruals) should be reviewed and approved by someone other than the preparer.

Process established in 2024, JE are prepared by Treasurer and reviewed by Administrator.

Since the controls listed above or other compensating controls are not currently in place, errors or irregularities could occur as part of the accounting processes that might not be discovered by management or the governing body. Therefore, the absence of these controls is considered to be a material weakness. *See the responses above.*

We recommend that a designated employee review the segregation of duties, risks, and these potential controls and determine whether additional controls should be implemented. This determination should take into consideration a cost / benefit analysis. *See the responses above.*

- **Financial statement close process**

Properly designed systems of internal control provide your organization with the ability to process and record accurate monthly and year-end transactions and annual financial reports.

Our audit includes a review and evaluation of the internal controls relating to financial reporting. Common attributes of a properly designed system of internal control for financial reporting are as follows:

1. There is adequate staffing to prepare financial reports throughout the year and at year-end.
2. Material misstatements are identified and corrected during the normal course of duties.
3. Complete and accurate financial statements, including footnotes, are prepared.
4. Financial reports are independently reviewed for completeness and accuracy.

Our evaluation of the internal controls over financial reporting has identified control deficiencies that are considered a material weakness surrounding the preparation of financial statements and footnotes, adjusting journal entries identified by the auditors, and an independent review of financial reports.

Management has not prepared financial statements that are in conformity with generally accepted accounting principles. In addition, material misstatements in the general ledger were identified during the financial audit.

This level of internal control over financial reporting can be a difficult task for governments that operate with only enough staff to process monthly transactions and reports and often rely on their auditors to prepare certain year-end audit entries and financial statements.

- **Bank Reconciliations**

Each bank account for the Village should be reconciled to the general ledger on a monthly basis to verify that all transactions are properly recorded. There should also be an independent review of the reconciliations by someone who did not prepare the reconciliation. During 2023, bank accounts were not reconciled timely. This caused the Village to not have up to date information during 2023 as well as caused a delay in the audit. Therefore, the absence of these controls is considered to be a material weakness. We recommend that the Village reconcile every bank account monthly and resolve any variances promptly. We also recommend that someone independent of preparing the reconciliations perform a review each month.

Implemented process changes in 2024-25 to address, as of May 2025 currently reconciling April 2025.

Other comments and recommendations

- **Departmental Controls**

As part of our annual audit process, we focus our efforts on the primary accounting systems, internal controls and procedures used by the Village. This is in keeping with our goal to provide an audit opinion which states that the financial statements of the Village are correct in all material respects.

In some cases, the primary system of accounting procedures and controls of the Village are supported by smaller systems which are decentralized and reside within a department or location. In many cases, those systems are as simple as handling cash collections and remitting those collections to the Treasurer. However, as noted earlier in this letter, there are some systems that are not remitting anything to the Treasurer's office. *See below for responses.*

Generally, the more centralized a function is, the easier it is to design and implement accounting controls that provide some level of checks and balances. That is because you are able to divide certain tasks over the people available to achieve some segregation of duties. For those tasks that are decentralized, it is usually very difficult to provide for proper segregation of duties. Therefore, with one person being involved in most or all aspects of a transaction, you lose the ability to rely on the controls to achieve the safeguarding of assets and reliability of financial records.

As auditors, we are required to communicate with you on a variety of topics. Since there is now more emphasis on internal controls and management's responsibilities, we believe it is appropriate to make sure that you are informed about the lack of segregation of duties that may occur at departments or locations that handle cash. Departments in your Village that fit this situation may include the following:

1. Parks and Recreation – *centralized through Treasurer but payments received by a system that is separate from the Village financial software.*
2. Library – *deposit their own cash and provide deposit slip to Treasurer.*
3. Police Department – *centralized through Treasurer.*
4. DPW – *very infrequent and centralized through Treasurer.*
5. Fire department – *should also include Rescue, both departments have their own accounts separate from the Village but established using the Village EIN.*
6. Municipal Court – *the court was eliminated as of April 30, 2025.*
7. Boat Launch – *this was not identified in the audit but should be included as their receipts are not through the Treasurer or through the Village's financial software.*

The Parks and Recreation, Library, Fire Department and Boat Launch are actively being reviewed by the Finance and Personnel Committee and Staff.

As you might expect, similar situations are common in most governments.

As auditors, we are required to focus on the financial statements at a highly summarized level and our audit procedures support our opinion on those financial statements. Departments or locations that handle relatively smaller amounts of money are not the primary focus of our audit. Yet, because of the lack of segregation of duties, the opportunity for loss is higher there than in centralized functions that have more controls.

Because management is responsible for designing and implementing controls and procedures to detect and prevent fraud, we believe that is important for us to communicate this information to you. We have no knowledge of any fraud that has occurred or is suspected to have occurred within the departments mentioned above. However, your role as the governing body is to assess your risk areas and determine that the appropriate level of controls and procedures are in place. As always, the costs of controls and staffing must be weighed against the perceived benefits of safeguarding your assets.

Without adding staff or splitting up the duties, your own day-to-day contact and knowledge of the

operation are also important mitigating factors.

Required communications

Qualitative aspect of accounting practices

- **Accounting policies:** Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we have advised management about the appropriateness of accounting policies and their application. The significant accounting policies used by Village are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing accounting policies was not changed during 2023. We noted no transactions entered into by the Village during the year for which accounting policies are controversial or for which there is a lack of authoritative guidance or consensus or diversity in practice.
- **Accounting estimates:** Accounting estimates, including fair value estimates, are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements, the degree of subjectivity involved in their development and because of the possibility that future events affecting them may differ significantly from those expected. The following estimates are of most significance to the financial statements:

Estimate	Management's process to determine	Baker Tilly's conclusions regarding reasonableness
Accrued compensated absences	Evaluation of hours earned and accumulated in accordance with employment policies and average wage per hour rates	Reasonable in relation to the financial statements as a whole
Net pension liability and related deferrals	Evaluation of information provided by the Wisconsin Retirement System	Reasonable in relation to the financial statements as a whole
Depreciation	Evaluate estimated useful life of the asset and original acquisition value	Reasonable in relation to the financial statements as a whole

There have been no significant changes made by management to either the processes used to develop the particularly sensitive accounting estimates, or to the significant assumptions used to develop the estimates, noted above.

- **Financial statement disclosures:** The disclosures in the financial statements are neutral, consistent and clear.

Significant unusual transactions

There have been no significant transactions that are outside the normal course of business for the Village or that otherwise appear to be unusual due to their timing, size or nature.

Significant difficulties encountered during the audit

We encountered no significant difficulties in dealing with management and completing our audit.

Disagreements with management

Professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Audit report

There have been no departures from the auditors' standard report.

Audit consultations outside the engagement team

We encountered no difficult or contentious matters for which we consulted outside of the engagement team.

Uncorrected misstatements and corrected misstatements

Professional standards require us to accumulate misstatements identified during the audit, other than those that are clearly trivial and to communicate accumulated misstatements to management. Management is in agreement with the misstatements we have identified, and they have been corrected in the financial statements. The schedule within the Appendix summarizes the material corrected misstatements, that, in our judgment, may not have been detected except through our auditing procedures. The internal control matters section of this report describes the effects on the financial reporting process indicated by the corrected misstatements, other than those that we consider to be of a lesser magnitude than significant deficiencies and material weaknesses.

Other audit findings or issues

We encountered no other audit findings or issues that require communication at this time.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Village's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Management's consultations with other accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing or accounting matters.

Written communications between management and Baker Tilly

The attachments include copies of other material written communications, including a copy of the management representation letter.

Compliance with laws and regulations

We did not identify any non-compliance with laws and regulations during our audit.

Fraud

We did not identify any known or suspected fraud during our audit.

Going concern

Pursuant to professional standards, we are required to communicate to you, when applicable, certain matters relating to our evaluation of the Village's ability to continue as a going concern for a reasonable period of time but no less than 12 months from the date of the financial statements, including the effects on the financial statements and the adequacy of the related disclosures, and the effects on the auditor's report. No such matters or conditions have come to our attention during our engagement.

Independence

We are not aware of any relationships between Baker Tilly and the Village that, in our professional judgment, may reasonably be thought to bear on our independence.

Related parties

We did not have any significant findings or issues arise during the audit in connection with the Village's related parties.

Other matters

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information which accompanies the financial statements but is not RSI. With respect to the supplementary information, we made certain inquiries of management and evaluated the form, content and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Nonattest services

The following nonattest services were provided by Baker Tilly:

- Financial statement preparation
- Adjusting journal entries
- Compiled regulatory reports
- Civic Systems software
- Utility rate consulting

In addition, we prepared GASB No. 34 conversion entries which are summarized in the “Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position” and the “Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities” in the financial statements.

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

Village board resources

Visit our resource page for regulatory updates, trending challenges and opportunities in your industry and other timely updates.

Visit the resource page at <https://www.bakertilly.com/insights/audit-committee-resource-page>.

Management representation letter



VILLAGE OF WILLIAMS BAY

October 28, 2024

Baker Tilly US, LLP
790 N Water Street, Suite 2000
Milwaukee, WI 53202

Dear Baker Tilly US, LLP:

We are providing this letter in connection with your audit of the financial statements of the Village of Williams Bay as of December 31, 2023 and for the year then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Williams Bay and the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America (GAAP). We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control over financial reporting, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated May 22, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- 2) The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America. We have engaged you to advise us in fulfilling that responsibility. The financial statements include all properly classified funds of the primary government required by accounting principles generally accepted in the United States of America to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, if any, are reasonable in accordance with U.S. GAAP.
- 6) All events subsequent to the date of the financial statements and for which accounting principles generally accepted in the United States of America require adjustment or disclosure have been adjusted or disclosed. No other events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.
- 7) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 8) All known audit and bookkeeping adjustments have been included in our financial statements, and we are in agreement with those adjustments.
- 9) We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the appropriate accounts.
- 10) There are no known or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements. There are no unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with accounting principles generally accepted in the United States of America.
- 11) Guarantees, whether written or oral, under which the Village is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 12) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of Village Board or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 13) We have not completed an assessment of the risk that the financial statements may be materially misstated as a result of fraud.

- 14) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others.
- 16) We have no knowledge of known instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) There are no related parties or related party relationships and transactions, including side agreements, of which we are aware.

Other

- 18) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 19) We have a process to track the status of audit findings and recommendations.
- 20) The Village has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources or fund balance or net position.
- 21) We are responsible for compliance with federal, state, and local laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits, debt contracts, and IRS arbitrage regulations; and we have identified and disclosed to you all federal, state, and local laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- 22) There are no:
 - a) Violations or possible violations of budget ordinances, federal, state, and local laws or regulations (including those pertaining to adopting, approving and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, or for reporting on noncompliance, except those already disclosed in the financial statement, if any.
 - b) Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by accounting principles generally accepted in the United States of America.
 - c) Nonspendable, restricted, committed, or assigned fund balances that were not properly authorized and approved.
 - d) Rates being charged to customers other than the rates as authorized by the applicable authoritative body.

e) Violations of restrictions placed on revenues as a result of bond resolution covenants such as revenue distribution or debt service funding.

23) In regards to the nonattest services performed by you listed below, we acknowledge our responsibility related to these nonattest services and have 1) accepted all management responsibility; 2) designated an individual with suitable skill, knowledge, or experience to oversee the services; 3) evaluated the adequacy and results of the services performed, and 4) accepted responsibility for the results of the services.

a) Financial statement preparation

b) Adjusting journal entries

c) Compiled regulatory reports

d) Civic Systems software

e) Utility rate consulting

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

24) The Village of Williams Bay has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.

25) The Village of Williams Bay has complied with all aspects of contractual agreements that would have a material effect on the financial statement in the event of noncompliance.

26) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations, if any. Component units have been properly presented as either blended or discrete.

27) The financial statements include all fiduciary activities required by GASB No. 84.

28) The financial statements properly classify all funds and activities.

29) All funds that meet the quantitative criteria in GASB Statement No. 34 and No. 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

30) Components of net position (net investment in capital assets; restricted; and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned and unassigned) are properly classified and, if applicable, approved.

31) Provisions for uncollectible receivables, if any, have been properly identified and recorded.

32) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

33) Revenues are appropriately classified in the statement of activities within program revenues and general revenues.

- 34) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 35) Deposits and investments are properly classified, valued, and disclosed (including risk disclosures, collateralization agreements, valuation methods, and key inputs, as applicable).
- 36) Provision, when material, has been made to reduce excess or obsolete inventories to their estimated net realizable value.
- 37) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated/amortized. Any known impairments have been recorded and disclosed.
- 38) Tax-exempt bonds issued have retained their tax-exempt status.
- 39) We have appropriately disclosed the Village of Williams Bay's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position were properly recognized under the policy. We have also disclosed our policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available.
- 40) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 41) With respect to the supplementary information, (SI):
 - a) We acknowledge our responsibility for presenting the SI in accordance with accounting principles generally accepted in the United States of America, and we believe the SI, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the SI have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the SI is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- 42) We assume responsibility for, and agree with, the information provided by the Wisconsin Retirement System as audited by the Legislative Audit Bureau relating to the net pension asset/liability and related deferred outflows and deferred inflows and have adequately considered the reasonableness of the amounts and disclosures used in the financial statements and underlying accounting records. We also assume responsibility for the census data that has been reported to the plan.
- 43) We have identified any leases or other contracts that are required to be reported as leases and are in agreement with the key assumptions used in the measurement of any lease related assets, liabilities or deferred inflows of resources.

- 44) We are responsible for the estimation methods and assumptions used in measuring assets and liabilities reported or disclosed at fair value, including information obtained from brokers, pricing services or third parties. Our valuation methodologies have been consistently applied from period to period. The fair value measurements reported or disclosed represent our best estimate of fair value as the measurement date in accordance with the requirements of GASB 72 - *Fair Value Measurement*. In addition our disclosures related to fair value measurements are consistent with the objectives outlined in GASB 72. We have evaluated the fair value information provided to us by brokers, pricing services or other parties that has been used in the financial statements and believe this information to be reliable and consistent with the requirements.
- 45) The auditing standards define an annual report as "a document, or combination of documents, typically prepared on an annual basis by management or those charged with governance in accordance with law, regulation, or custom, the purpose of which is to provide owners (or similar stakeholders) with information on the entity's operations and the financial results and financial position as set out in the financial statements." Among other items, an annual report contains, accompanies, or incorporates by reference the financial statements and the auditors' report thereon. We confirm that we do not prepare and have no plans to prepare an annual report.
- 46) We have evaluated the implementation of GASB Statement No. 96, Subscription-Based Information Technology Arrangements, and believe that the required disclosures and accounting considerations have been identified and properly classified in the financial statements in compliance with the standard. The result of the identification is not material to the financial statements and therefore the statement was not implemented.

Sincerely,

Village of Williams Bay

Signed: _____


Signec: _____
 I f'..._Q_

Signed: _____

Client service team



Paul Frantz, CPA
Principal

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United States

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Accounting changes relevant to the Village of Williams Bay

Future accounting standards update

GASB Statement Number	Description	Potentially impacts you	Effective date
100	Accounting Changes and Error Corrections	✓	12/31/24

GASB Statement Number	Description	Potentially impacts you	Effective date
100	Accounting Changes and Error Corrections	✓	12/31/24
101	Compensated Absences	✓✓	12/31/24

Further information on upcoming [GASB pronouncements](#).

Revised guidance for accounting changes and error corrections

GASB Statement No. 100, *Accounting Changes and Error Corrections, an amendment of GASB Statement No. 62*, seeks to provide more understandable, reliable, relevant, consistent and comparable information for making decisions and assessing accountability.

The standard establishes the following categories:

1. Accounting changes, which is comprised of:
 - a. Changes in accounting principles – result from a change from one generally accepted accounting principle to another that is justified on the basis that the newly adopted principle is preferable to the previously applied principle, or the implementation of a new pronouncement.
 - b. Changes in accounting estimates – occur when inputs change due to a change in circumstances, new information, or more experience. Note that the focus is on changes to the inputs used; a change in the value of an input such as an annual inflation update does not require disclosure under this standard.
 - c. Changes to or within the financial reporting entity – result from the addition or removal of a fund that results from the movement of continuing operations (such as moving sanitation operation from the general fund to its own separate fund), a change in a fund's presentation as major or nonmajor, the addition or removal of a component unit (with certain exceptions), or a change in a component unit's presentation as blended or discretely presented.
2. Error corrections – result from mathematical mistakes, mistakes in the application of accounting principles, or oversight or misuse of facts that existed at the time of the financial statements were issued (i.e., facts that could reasonably be expected to have been obtained and considered at that time).

A summary of the reporting impact of each category is as follows:

Reporting considerations	Accounting changes			
	Change in accounting principle	Change in estimate	Change to the financial reporting entity	Correction of an error
Basic financial statement schedules:	Restate earliest period presented	Report prospectively	Adjust current year beginning balances	Restate earliest period presented
Required supplementary information & supplementary information:	Should match the financial statement presentation noted above; no adjustments to earlier periods needed			Restate all periods impacted
Additional disclosures?	Yes	Yes	Yes	Yes
Additional disclosures?	Yes	Yes	Yes	Yes

The Village should become familiar with the new guidance in advance of the implementation effective date.

Updated accounting and reporting for compensated absences

The Governmental Accounting Standards Board (GASB) issued its Statement No. 101, *Compensated Absences*, in June 2022. The objective of GASB 101 is to update the recognition and measurement guidance for compensated absences for state & local government employers. It supersedes GASB No. 16, *Accounting for Compensated Absences*, issued in 1992, as well as earlier guidance, and addresses changes resulting from the types of leave now being offered. GASB 101 is effective for fiscal years beginning after December 15, 2023 (i.e., December 31, 2024, and June 30, 2025 year-end reporting entities).

GASB 101 more appropriately reflects a liability *when* a government incurs an obligation for compensated absences, and will improve comparability of reporting between governments that offer different types of leave. It requires that liabilities be recognized for (1) leave that has not been used, and (2) leave that has been used but not yet paid in cash or settled-up via non-cash means. Compensated absences is defined as leave for which employees may receive one or more of the following:

- Cash payments when the leave is used for time off;
- Other cash payments, such as payment for unused leave upon termination of employment, or;
- Noncash settlements, such as conversion to defined benefit postemployment benefits.

Examples of compensated absences provided in GASB 101 include vacation, sick leave, paid time off (PTO), holidays, parental leave, bereavement leave, and certain types of sabbatical leave. Payment or settlement of compensated absences could occur during employment, or upon termination of employment. GASB 101 does not apply to benefits that are within the scope of GASB 47, *Accounting for Termination Benefits*.

GASB 101 requires that a liability should be recognized for leave that has not been used if all of the following are true:

- The leave is attributable to services already rendered;
- The leave accumulates, and;
- The leave is “more likely than not” (i.e., likelihood of more than 50%) to be used for time off or otherwise paid in cash or settled through noncash means (101 provides factors to assess this

criteria). (This differs from GASB 16, which required payment to be “probable” to be recognized).

Under GASB 101, governments will now need to accrue for time that has accumulated and is likely to be used, even if the employee is not eligible for a payout upon termination. This was not a requirement under GASB 16, and thus may result in a higher compensated absence liability.

GASB 101 requires liabilities for compensated absences to be recognized in financial statements prepared using the economic resources measurement focus equal to the amount of leave that has not yet been used and leave that has been used but not yet paid or settled. GASB 101 did not change the report for financial statements prepared using the current financial resources measurement focus (i.e., governmental funds).

Other changes in financial statement disclosures include the change in compensated absences liability can now be disclosed as a net change, rather than gross increases/decreases in the liability. Also, governments are no longer required to disclose which fund has typically liquidated the liability.

We recommend that governments begin to review the guidance contained in GASB 101 within the context of your existing compensated absences policies and accounting practices, in order to be better informed in terms of the information that you will need for this implementation.

Material corrected misstatements

Description	Amount
To reconcile fund balance	\$286,034
To record current year tax roll	\$15,429,628
To record ATC in appropriate fund	\$8,821,204
To clear out payroll related expenditures	\$74,390
To clear prior year tax roll	11,678,241
To record properly record principal payments	\$401,949
To record interest payments	\$453,628
To close out fund KNC	\$78,040
To properly accrue accounts payable	\$88,989
To record GASB68 activity	\$262,925
To properly record grant monies	\$89,005
To record capital asset activities in Utilities	\$1,234,130

The remaining misstatements that were identified and corrected by management were not material individually or in the aggregate to the financial statements taken as a whole.

Two-way audit communications,

As part of our audit of your financial statements, we are providing communications to you throughout the audit process. Auditing requirements provide for two-way communication and are important in assisting the auditor and you with more information relevant to the audit.

As this past audit is concluded, we use what we have learned to begin the planning process for next year's audit. It is important that you understand the following points about the scope and timing of our next audit:

- a. We address the significant risks of material misstatement, whether due to fraud or error, through our detailed audit procedures.
- b. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of financial statements and to determine whether they have been implemented. We will use such knowledge to:
 - Identify types of potential misstatements.
 - Consider factors that affect the risks of material misstatement.
 - Design tests of controls, when applicable, and substantive procedures.
- c. We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations and provisions of contracts or grant programs.
- d. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for fair presentation of financial statements in conformity with generally accepted accounting principles while other matters are not important. In performing the audit, we are concerned with matters that, either individually or in the aggregate, could be material to the financial statements. Our responsibility is to plan and perform the audit to obtain reasonable assurance that material misstatements, whether caused by errors or fraud, are detected.

Our audit will be performed in accordance with auditing standards generally accepted in the United States of America.

We are very interested in your views regarding certain matters. Those matters are listed here:

- a. We typically will communicate with your top level of management unless you tell us otherwise.
- b. We understand that the governing board has the responsibility to oversee the strategic direction of your organization, as well as the overall accountability of the entity. Management has the responsibility for achieving the objectives of the entity.
- c. We need to know your views about your organization's objectives and strategies, and the related business risks that may result in material misstatements.
- d. Which matters do you consider warrant particular attention during the audit, and are there any areas where you request additional procedures to be undertaken?
- e. Have you had any significant communications with regulators or grantor agencies?
- f. Are there other matters that you believe are relevant to the audit of the financial statements?

Also, is there anything that we need to know about the attitudes, awareness and actions of the governing body concerning:

- a. The entity's internal control and its importance in the entity, including how the Village board oversee the effectiveness of internal control?
- b. The detection or the possibility of fraud?

We also need to know if you have taken actions in response to developments in financial reporting, laws, accounting standards, governance practices, or other related matters, or in response to previous communications with us.

With regard to the timing of our audit, here is some general information. If necessary, we may do preliminary financial audit work during the months of October-December, and sometimes early in January. Our final financial fieldwork is scheduled during the spring to best coincide with your readiness and report deadlines. After fieldwork, we wrap up our financial audit procedures at our office and may issue drafts of our report for your review. Final copies of our report and other communications are issued after approval by your staff. This is typically 6-12 weeks after final fieldwork, but may vary depending on a number of factors.

Keep in mind that while this communication may assist us with planning the scope and timing of the audit, it does not change the auditor's sole responsibility to determine the overall audit strategy and the audit plan, including the nature, timing and extent of procedures necessary to obtain sufficient appropriate audit evidence.

We realize that you may have questions on what this all means, or wish to provide other feedback. We welcome the opportunity to hear from you.

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-52-25**

**A RESOLUTION AUTHORIZING VILLAGE PIERS REPAIR ESTIMATES FROM
GAGE MARINE AND AUSTIN PIER SERVICES**

WHEREAS, on August 4, 2025, the Village of Williams Bay Parks & Lakefront Committee and Finance & Personnel Committee determined that it is in the best interests of the Village to recommend approval of the (attached Exhibit A) pier cribs (5) replacement estimate from Gage Marine not to exceed \$24,875 funded by the Pier Replacement Fund.

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village, for the purpose of this resolution, to approve the recommendations by the Parks & Lakefront Committee and Finance & Personnel Committee.

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

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

Section III: Approval. The President and Board of Trustees hereby authorizes the recommended crib replacement proposals.

Approved by the Village Board of the Village of Williams Bay this 4th day of August 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Village President

Attest: _____
Tina Kolls, Village Clerk

Exhibit A
Pier Cribs Replacement Estimate
(Attached Following Pages)

DRAFT



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

Estimate # : 577103 Retail
Written by : Jessica Ackman

ID/Pier# : 0000001231 Pier 250
Lake : Lake Geneva
Land Address : Geneva
Boat Co. :
Canvas Co. :

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

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

Operation	Description
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50 Replace 5 cribs on Williams Bay East Pier: Main pier cribs 1 & 2, 3 slips cribs between slips 27-30.

Job Total 24,875.00 ☐ Approval

Thank you for your business!

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

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

Estimate Summary

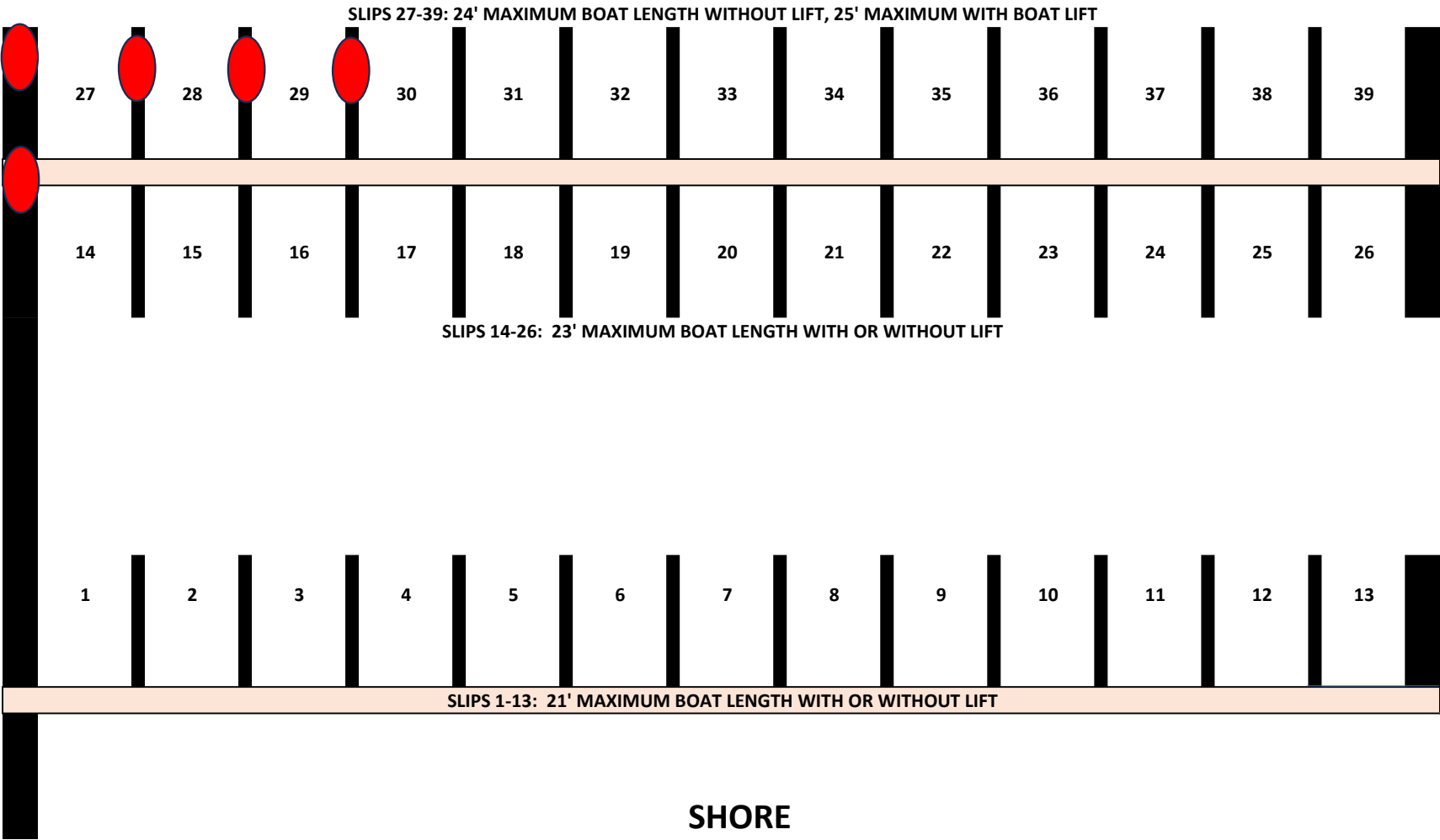
WI STATE 5%
WALWORTH COUNTY .5%

Total Estimate \$24,875.00

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

EAST PIER

LAKE



From: Douglas R. Snyder
Sent: Thursday, July 17, 2025 2:28 PM
To: Mary Bartholomew <mbartholomew@vi.williamsbay.wi.gov>
Subject: RE: yellow lines on Cedar Point Dr

We have bid price of \$1.10/foot for a single stripe. If we restripe the entire road to the east Village limits, it is \$13,000. If we only stripe to the bend, it will be \$9000.

We ended up doing more pavement repair than expected on Cedar Point Drive, so we deleted the requirement to stripe it.

Doug

ORDINANCE #2025-11

AN ORDINANCE AMENDING CHAPTER 189 FIRE AND FIRE PREVENTION SECTION 189-19 OPEN BURNING OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY REGULATING OPEN BURNING

WHEREAS, the Village deems it necessary to protect the public health and safety of its citizens by regulating open burning within the Village and that such action is a valid exercise of powers of the Village; and

WHEREAS, sound ecological practices include periodic burning of natural areas to control invasive species and promote the growth of native plantings; and

WHEREAS, at the time that the current regulations were drafted, the sole area designated as a Nature Conservancy was the Kishwauketoe Nature Conservancy and the Village Code exempted this property from some of the Village Code regulations; and

WHEREAS, as part of The Preserve Development, Topography established the Preserve Nature Conservancy; and

WHEREAS, as part of their continuing restoration efforts to property, Yerkes Future Foundation took stewardship of the fifty acres in 2020 and is expanding on the 1906 Olmsted Plan by modernizing their ecological practices in a reimagining of the internationally accredited arboretum, including restoration of native prairie areas; and

WHEREAS, the Building, Zoning and Ordinance Committee having recommended to the Village Board the adoption of an ordinance amending Chapter 189 modifying Section 189-19 of the Code of Ordinances to exempts these additional properties from; and

WHEREAS, the Village Board having considered the recommendation of the Building, Zoning and Ordinance Committee and having determined that it is appropriate to amend Chapter 189 modifying Section 189-19 of the Code of Ordinances encourage open burning on these additional properties.

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

Section I. Section 189-19 B(4) of the Code of Ordinances of the Village of Williams Bay is hereby amended as follows:

- (4) This section does not apply to burns conducted by the Village of Williams Bay on Village of Williams Bay property or to organized and controlled burns conducted on the grounds of the Kishwauketoe Nature Conservancy, The Preserve Nature Conservancy or Yerkes Observatory, by individuals authorized to organize and conduct such controlled burns at these properties. ~~Kishwauketoe Nature Conservancy~~. Periodic controlled burning of conservancy areas is encouraged when done in a safe manner and in accordance with applicable regulations and requirements imposed by the Village. Persons desirous of controlled burns at these locations are required to obtain a burn permit from the Fire Chief or Fire Chief's designee in advance of the burn.

Section II. Section 189-19 D. of the Code of Ordinances of the Village of Williams Bay

is hereby amended as follows:

- D. Special exceptions. The Fire Chief or Fire Chief's designee of the Village of Williams Bay may grant an exception to this section for special purposes or events that ~~the Building Inspector feels are~~ determined ~~are~~ to be appropriate with a permit.

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 _____, 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

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