



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, JULY 6, 2026 AT 6:45 PM

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

The meeting will be live-streamed on the Village of Williams Bay's YouTube, which can be found here: <https://youtube.com/live/NyWDJVKEdZc?feature=share>

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 June 1, 2026

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

- a. Call to Order
- b. Roll Call
- c. Village Engineers Report
- d. Adjourn

III. Parks & Lakefront Committee – Russell, Wright, Vlach

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Recommendation of the Williams Bay Lions Club's Request to Install a Plaque on the Dog Park Shelter Indicating that the Shelter was Constructed Using Funds from the Lions Club
- d. Discussion and Possible Recommendation of the Williams Bay Lions Club's Request to Install a Plaque on the Lions Fieldhouse Indicating that the Lions Club Assisted in Funding the Tree Replacement

- e. Informational Update on Cashless Beach and Boat Launch
- f. Adjourn

IV. Streets & Highways Committee – Bartholomew, Franzen, Wright

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on A Proposal for an Environmental Assessment of the Village-owned Properties (WWUP 00044; WWUP 00048 and WWUP 00049) Located Along the Village Pathway Between Elkhorn Street and the Horseshoe Parking Lot Re: State of Wisconsin Department of Economic Development Vibrant Spaces Grant
- d. Adjourn

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

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Building Inspections Services Contract with Municipal Code Enforcement (MCE). *The Building, Zoning and Ordinance Committee recommended approval of the proposal from Municipal Code Enforcement (MCE).*
- d. Discussion and Prioritization of Current Code Review Priorities
- e. Adjourn

VI. Protective Services Committee – Vlach, Umans, Franzen

- a. Call to Order
- b. Roll Call
- c. Approval of Protective Services Committee Meeting Minutes: (1) April 27, 2026 and (2) April 29, 2026
- d. Discussion and Possible Action on the Application for Class "B" Beer and "Class B" Liquor License from Big Daddy's LLC (d/b/a Daddy Maxwells)
- e. Fontana Emergency Medical (EMS) Monthly Numbers
- f. Williams Bay Police Chief's Monthly Report
- g. Williams Bay Police Department Monthly Numbers
- h. Adjourn

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

- a. Call to Order
- b. Roll Call
- c. 2026 Borrowing Status Report
- d. Discussion and Possible Action on A Proposal for an Environmental Assessment of the Village-owned Properties (WWUP 00044; WWUP 00048 and WWUP 00049) Located Along the Village Pathway Between Elkhorn Street and the Horseshoe Parking Lot Re: State of Wisconsin Department of Economic Development Vibrant Spaces Grant
- e. Discussion and Possible Action on Building Inspections Services Contract with Municipal Code Enforcement (MCE). *The Building, Zoning and Ordinance Committee recommended approval of the proposal from Municipal Code Enforcement (MCE) and will be considering the draft contract for recommendation to Finance and Personnel.*
- f. Adjourn

VIII. Village Board Committee of the Whole

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

1. Discussion and Possible Action on the Williams Bay Lions Club's Request to Install a Plaque on the Lions Fieldhouse Indicating that the Lions Club Assisted in Funding the Tree Replacement
2. Discussion and Possible Action on the Williams Bay Lions Club's Request to Install a Plaque on the Dog Park Shelter Indicating that the Shelter was Constructed Using Funds from the Lions Club
3. Discussion and Possible Action on the Application for Class "B" Beer and "Class B" Liquor License from Big Daddy's LLC (d/b/a Daddy Maxwells)
4. R-45-26 A Resolution Authorizing A Proposal for an Environmental Assessment of the Village-owned Properties (WWUP 00044; WWUP 00048 and WWUP 00049) Located Along the Village Pathway Between Elkhorn Street and the Horseshoe Parking Lot Re: State of Wisconsin Department of Economic Development Vibrant Spaces Grant
5. R-46-26 A Resolution Approving Building Inspections Services Contract With Municipal Code Enforcement (MCE).
6. **Closed Session.** Closed session pursuant to Wis. Stat. Sec. 19.85 (1) (e), deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, regarding outstanding issues involving contract between the Village of Williams Bay and Rock Road Companies, Inc., dated September 16, 2024 for 2024 Roadway Improvements. And closed session pursuant to Wis. Stat. Sec. 19.85 (1) (g,) conferring with legal counsel for the Village Board who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation which it is or is likely to become involved.
7. **Open Session.** Return to Open Session
8. Discussion and Possible Action on Items Discussed During Closed Session
- b. Adjourn

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

Posted: 07/02/2026 5:00 PM



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

MONDAY, JUNE 1, 2026 AT 6:45 PM
VILLAGE HALL COUNCIL ROOM
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

THE MEETING WILL BE LIVE-STREAMED ON THE VILLAGE OF WILLIAMS BAY'S
YOUTUBE, WHICH CAN BE FOUND HERE:

[HTTPS://YOUTUBE.COM/LIVE/TCKVOC_76TS?FEATURE=SHARE](https://youtube.com/live/tckvoc_76ts?feature=share)

I. Village Board Committee of the Whole

a. Call to Order

President Jaramillo called the meeting to order at 07:14pm.

b. Roll Call

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

Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Fontana Fire Chief Rick Manthy, Williams Bay Fire Chief Doug Smith, EMS Captain Rich Gluth, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Library Director Joy Schnupp, Clerk Tina Kolls

c. Joint Village Board Committee of the Whole & Committees Meeting Minutes of May 4, 2026

The motion to approve the Joint Village Board Committee of the Whole & Committees Meeting Minutes of May 4, 2026 was initiated by Trustee Umans and seconded by Trustee Wright. Unanimously carried.

d. 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.*

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

a. Call to Order

Chairman Trustee Umans called the meeting to order at 07:15pm.

b. Roll Call

Present: Trustees Umans, Russell and Bartholomew

Also Present: President Jaramillo, Trustees Wright, Vlach and Franzen, Administrator Lothspeich, Police Chief Timm,

Fontana Fire Chief Manthy, Williams Bay Fire Chief Smith, EMS Captain Gluth, Village Engineer Snyder, Public Works Director Edwards, Library Director Schnupp, Clerk Kolls

c. Discussion and Possible Action on the Wisconsin Department of Natural Resources Compliance Maintenance Annual Report (CMAR) For Year 2025

The motion to recommend Village Board approval of the Wisconsin Department of Natural Resources Compliance Maintenance Annual Report (CMAR) For Year 2025 was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

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
- Water Plant Letter Flood Map Revision (LOMR) Assistance
- Corrosion Control Study - Improvements to Water Plant
- Street Rehabilitation Program
- Park Place CSM
- Preserve Development - Former GW College
- East Geneva Street Canyon Development - Former Levar
- Sanitary Sewer Replacement
- Navillo Development - 80 N. Walworth
- Former Elementary School Development - Jack Pease
- Willabay Meadows Subdivision
- Bailey Estates - Drainage Dedication and Phase 6 - Phase 7

e. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Russell at 07:22pm. Unanimously carried.

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

a. Call to Order

Chairman Trustee Bartholomew called the meeting to order at 07:22pm.

b. Roll Call

Present: Trustees Bartholomew, Franzen and Wright

Also Present: President Jaramillo, Trustees Umans, Vlach and Russell, Administrator Lothspeich, Police Chief Timm, Fontana Fire Chief Manthy, Williams Bay Fire Chief Smith, EMS Captain Gluth, Village Engineer Snyder, Public Works Director Edwards, Library Director Schnupp, Clerk Kolls

c. Approval of Streets & Highways Committee Meeting Minutes: April 1, 2026

The motion to approve the Streets & Highways Committee Meeting Minutes: April 1, 2026 was initiated by Trustee Bartholomew and seconded by Trustee Wright. Trustee Franzen Abstained. Motion Carries.

d. Adjourn

The motion to adjourn was initiated by Trustee Bartholomew and seconded by Trustee Wright at 07:26pm. Unanimously carried.

IV. Parks & Lakefront Committee – Russell, Wright, Vlach

a. Call to Order

Chairman Trustee Russell called the meeting to order at 07:26pm.

b. Roll Call

Present: Trustees Russell, Wright and Vlach

Also Present: President Jaramillo, Trustees Bartholomew, Umans, and Franzen, Administrator Lothspeich, Police Chief Timm, Fontana Fire Chief Manthy, Williams Bay Fire Chief Smith, EMS Captain Gluth, Village Engineer Snyder, Public Works Director Edwards, Library Director Schnupp, Clerk Kolls

c. Discussion and Possible Action on Request for Refund on Boat Slip Lease Agreement for Slip West 2

The motion to recommend Finance & Personnel Committee approval on a Request for Refund on Boat Slip Lease Agreement for Slip West 2, conditional on a new lease being signed, was initiated by Trustee Russell and seconded by Trustee Vlach. Unanimously carried.

d. Discussion and Possible Action on the Waiver of Fees for Village Events at Village Owned Properties

The motion to recommend Finance & Personnel Committee approval on the Waiver of Fees for Village Department Events at Village Owned Properties was initiated by Trustee Russell and seconded by Trustee Vlach. Unanimously carried.

e. Williams Bay Library Request For Proposal (RFP) For Design Services for Improvements to the Existing Library Building. *Informational*

Library Director Schnupp presented the Williams Bay Library Request for Proposal for informational purposes.

f. Discussion and Possible Action on Ad-hoc Tree Committee Phase IV Dog Park 2026 Tree Plantings, Approval of Banner to Promote a Memorial Tree Program, including a Memorial Brick and Approval of Fundraising Amounts

The motion to recommend Village Board approval of the Ad-hoc Tree Committee Phase IV Dog Park 2026 Tree Plantings, Approval of Banner to Promote a Memorial Tree Program, including a Memorial Brick and Approval of Fundraising Amounts was initiated by Trustee Russell and seconded by Trustee Vlach. Unanimously carried.

g. Adjourn

The motion to adjourn was initiated by Trustee Russell and seconded by Trustee Vlach at 07:41pm. Unanimously carried.

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

a. Call to Order

Chairman Trustee Franzen called the meeting to order at 07:41pm.

b. Roll Call

Present: Trustees Franzen, Vlach and Russell

Also Present: President Jaramillo, Trustees Bartholomew, Umans and Wright, Administrator Lothspeich, Police Chief Timm, Fontana Fire Chief Manthy, Williams Bay Fire Chief Smith, EMS Captain Gluth, Village Engineer Snyder, Public Works Director Edwards, Library Director Schnupp, Clerk Kolls

c. Village Code Parking Regulations - *Informational Update*

Trustee Franzen gave a brief update on the Village Code Parking Regulations.

d. Building Inspectional Services - *Informational Update*

Trustee Franzen gave a brief update on Building Inspection Services.

e. Adjourn

The motion to adjourn was initiated by Trustee Franzen and seconded by Trustee Russell at 07:53pm. Unanimously carried.

VI. Protective Services Committee – Vlach, Umans, Franzen

a. Call to Order

Chairman Trustee Vlach called the meeting to order at 07:53pm.

b. Roll Call

Present: Trustees Vlach, Umans and Franzen

Also Present: President Jaramillo, Trustees Bartholomew, Wright and Russell, Administrator Lothspeich, Police Chief

Timm, Fontana Fire Chief Manthy, Williams Bay Fire Chief Smith, EMS Captain Gluth, Village Engineer Snyder, Public Works Director Edwards, Library Director Schnupp, Clerk Kolls

- c. Discussion and Possible Action on the Application from the Williams Bay Business Association (WBBA) for a Temporary Class "B" License to Sell Fermented Malt Beverages During Their "Fiesta by the Lake" Event on June 20, 2026

The motion to recommend Village Board approval on the Application from the Williams Bay Business Association (WBBA) for a Temporary Class "B" License to Sell Fermented Malt Beverages During Their "Fiesta by the Lake" Event on June 20, 2026 from noon to 7:00pm was initiated by Trustee Umans and seconded by Trustee Franzen. Unanimously carried.

- d. Discussion and Possible Action on the Application from the Williams Bay Fire Department for a Temporary Class "B" License to Sell Fermented Malt Beverages During Their "Chicken Roast" Event on July 18, 2026

The motion to recommend Village Board approval on the Application from the Williams Bay Fire Department for a Temporary Class "B" License to Sell Fermented Malt Beverages During Their "Chicken Roast" Event on July 18, 2026 from 11:00am to 9:00pm was initiated by Trustee Vlach and seconded by Trustee Umans. Unanimously carried.

- e. Discussion and Possible Action on 2026 Alcohol and Tobacco License Renewals

The motion to recommend Village Board deny the combination Class "B" Fermented Mal Beverage and "Class B" Intoxicating Liquor License Renewal for Inn Crowd of Como, Inc, d/b/a Bay Party Center due to non-conformance to the Williams Bay Code of Ordinances was initiated by Trustee Vlach and seconded by Trustee Franzen. Unanimously carried. The motion to recommend Village Board approval of the COMBINATION CLASS "B" FERMENTED MALT BEVERAGE AND "CLASS B" INTOXICATING LIQUOR LICENSE RENEWAL APPLICATIONS as listed below:

1. Big Bay, LLC, d/b/a Cafe Calamari/Harpoon Willies, 8 East Geneva St., Williams Bay, WI 53191 Joshua LaCroix, Agent
2. Unhinged & Reckless, LLC, d/b/a The Cantina, 220 Elkhorn Rd, Williams Bay, WI 53191, Kaitlin Lentz, Agent
3. Topography Beverage Company, LLC, d/b/a Topography Beverage Company, LLC, 350 Constance Blvd, Williams Bay, WI 53191, Lindsey Collins, Agent
4. Green Grocer, Inc., d/b/a Green Grocer, 77 North Walworth Ave, Williams Bay, WI 53191, Dawn Macuso, Agent was initiated by Trustee Vlach and seconded by Trustee Umans. Unanimously carried.

The motion to recommend Village Board approval of the COMBINATION CLASS "B" FERMENTED MALT BEVERAGE AND "CLASS B" INTOXICATING LIQUOR LICENSE RESERVE LICENSE RENEWAL APPLICATIONS as listed below:

1. Gage Marine Corporation, d/b/a Pier 290, 1 Liechty Dr, Williams Bay, WI 53191 William Gage, Agent
2. Bay Cooks, LLC, d/b/a Bay Cooks, 99 N. Walworth Ave, Williams Bay, WI 53191, Jonathon Basurto, Agent was initiated by Trustee Vlach and seconded by Trustee Umans. Unanimously carried.

The motion to recommend Village Board approval of the COMBINATION CLASS "A" FERMENTED MALT BEVERAGE AND "CLASS A" INTOXICATING LIQUOR LICENSE RENEWAL APPLICATIONS as listed below:

1. Ganesh Food, Inc., d/b/a Bayside Mart, 156 Elkhorn Rd, Williams Bay, WI 53191, Arpita Patel, Agent
2. GLM Liquor & Grocery Inc., d/b/a Bell's Store, 659 East Geneva St, Williams Bay, WI 53191, Gurpreet Kaur, Agent
3. Williams Bay Mobil Mart, Inc., d/b/a Williams Bay Mobil, 66 West Geneva St., Williams Bay, WI 53191, Singh Gurdarshan, Agent was initiated by Trustee Vlach and seconded by Trustee Umans. Unanimously carried.

The motion to recommend Village Board approval of the COMBINATION CLASS "B" FERMENTED MALT BEVERAGE AND "CLASS C" LIQUOR (WINE ONLY) RENEWAL APPLICATIONS as listed below:

1. Clear Water Salon & Day Spa, LLC, d/b/a Clear Water Salon Med Spa, 77 North Walworth Ave, Williams Bay, WI 53191, Dawn Mancuso, Agent
2. Women's Leadership Center at Williams Bay, d/b/a Women's Leadership Center at Williams Bay, 333 Constance Blvd, Williams Bay, WI 53191, Donna St. Aubin, Agent was initiated by Trustee Vlach and seconded by Trustee Umans. Unanimously carried.

The motion to recommend Village Board approval of the COMBINATION CLASS "B" FERMENTED MALT BEVERAGE AND

ABOVE QUOTA "CLASS B" INTOXICATING LIQUOR LICENSE APPLICATION as listed below:

Yerkes Future Foundation, d/b/a Yerkes Observatory, 373 W. Geneva St, Williams Bay, WI 53191, Thomas Nikols, Agent was initiated by Trustee Vlach and seconded by Trustee Umans. Unanimously carried.

The motion to recommend Village Board approval of the CIGARETTE, TOBACCO, AND ELECTRONIC VAPING DEVICE LICENSE RENEWAL APPLICATIONS as listed below:

1. Ganesh Food, Inc., d/b/a Bayside Mart, 156 Elkhorn Rd, Williams Bay, WI 53191, Arpita Patel, Agent
2. GLM Liquor & Grocery, Inc., d/b/a Bell's Store, 659 East Geneva St, Williams Bay, WI 53191, Gurpreet Kaur, Agent
3. Williams Bay Mobil Mart, Inc., d/b/a Williams Bay Mobil, 66 West Geneva St, Williams Bay, WI 53191, Singh Gurdarshan, Agent was initiated by Trustee Vlach and seconded by Trustee Franzen. Unanimously carried.

f. Fontana Emergency Medical (EMS) Monthly Numbers

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

g. Williams Bay Police Chief's Monthly Report

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

- Memorial Day Parade was very successful
- June 13 is a bike decorating & e-scooter safety event with EMS
- The Police Department is working with BZO on an ordinance for scooter & bike helmets
- Officer Scurto is off of Field Training and Officer Carlton is on Field Training, which she will be completing by mid to late July
- The Police Department is hopeful that the office remodel will get moving soon
- Squad 294 is currently at Kunes getting a new engine with a completion date of July

h. Williams Bay Police Department Monthly Numbers

The Committee reviewed the Williams Bay Police Department Monthly Numbers.

i. Discussion and Possible Action on Proposals Received for Williams Bay Fire Protection Services

The motion to recommend Finance & Personnel Committee approval of Fontana Fire Protection Services for Williams Bay Fire Protection Services was initiated by Trustee Umans and seconded by Trustee Vlach. Unanimously carried.

The motion to recommend Finance & Personnel Committee approval of Fontana Fire Protection Services option 3B beginning on January 1, 2027 was initiated by Trustee Umans and seconded by Trustee Franzen. Trustees Vlach and Franzen. No. Motion fails.

The motion to recommend Finance & Personnel Committee approval of Fontana Fire Protection Services option 2 beginning on January 1, 2027 was initiated by Trustee Vlach and there was no second. Motion fails.

1. Town of Delavan - Proposal for Fire Protection Services
2. Village of Fontana - Proposal for Fire Protection Services

j. Adjourn

The motion to adjourn was initiated by Trustee Vlach and seconded by Trustee Franzen at 09:05pm. Unanimously carried.

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

a. Call to Order

Chairman Trustee Wright called the meeting to order at 09:05pm.

b. Roll Call

Present: Trustees Wright, Umans and Bartholomew

Also Present: President Jaramillo, Trustees Vlach, Russell and Franzen, Administrator Lothspeich, Police Chief Timm, Fontana Fire Chief Manthy, Williams Bay Fire Chief Smith, EMS Captain Gluth, Village Engineer Snyder, Public Works

Director Edwards, Library Director Schnupp, Clerk Kolls

c. Discussion and Possible Action on Proposals Received for Williams Bay Fire Protection Services

There was no action taken on this item.

1. Town of Delavan - Proposal for Fire Protection Services
2. Village of Fontana - Proposal for Fire Protection Services

d. Discussion and Possible Action on Amending The 2026 Village of Williams Bay Budget to Include Funding for Police Department Community Service Officer and New Administrative Offices Operational Expenses

The motion to recommend Village Board approval of Amending The 2026 Village of Williams Bay Budget to Include Funding for Police Department Community Service Officer and New Administrative Offices Operational Expenses was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

e. Discussion and Possible Action on the Waiver of Fees for Village Events at Village Owned Properties

The motion to recommend Village Board approval on the Waiver of Fees for Village Department Events at Village Owned Properties was initiated by Trustee Wright and seconded by Trustee Bartholomew. Unanimously carried.

f. 2026 Borrowing - *Informational Status Update*

Trustee Wright gave a brief update on the 2026 borrowing.

g. Adjourn

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Umans at 09:13pm. Unanimously carried.

VIII. Village Board Committee of the Whole

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

1. Discussion and Possible Action on Proposals Received for Williams Bay Fire Protection Services

There was no action taken on this item.

- a. Town of Delavan - Proposal for Fire Protection Services
- b. Village of Fontana - Proposal for Fire Protection Services

2. R-37-26 Resolution Approving the Application by the Williams Bay Business Associations (WBBA) for a Temporary Class "B" License to Sell Fermented Malt Beverages During Their "Fiesta by the Lake" Event on June 20, 2026

The motion to approve resolution R-37-26 Approving the Application by the Williams Bay Business Associations (WBBA) for a Temporary Class "B" License to Sell Fermented Malt Beverages During Their "Fiesta by the Lake" Event on June 20, 2026 from noon to 7:00 pm was made by Committee, no second required. Unanimously carried.

3. R-38-26 Resolution Approving the Application from the Williams Bay Fire Department for a Temporary Class "B" License to Sell Fermented Malt Beverages During Their "Chicken Roast" Event on July 18, 2026

The motion to approve resolution R-38-26 Resolution Approving the Application from the Williams Bay Fire Department for a Temporary Class "B" License to Sell Fermented Malt Beverages During Their "Chicken Roast" Event on July 18, 2026 from 11:00am to 9:00pm was made by Committee, no second required. Unanimously carried.

4. R-39-26 Approving The 2026 Village of Williams Bay Budget Amendment #1, Including Funding for Police Department Community Service Officer and New Administrative Offices Operational Expenses

The motion to approve resolution R-39-26 Approving The 2026 Village of Williams Bay Budget Amendment #1, Including Funding for Police Department Community Service Officer and New Administrative Offices Operational Expenses was made by Committee, no second required. Unanimously carried.

Votes:

Yes: President Jaramillo, Trustees Bartholomew, Umans, Wright, Vlach, Russell, and Franzen

No: None

Abstain: None

Result: Passes

- 5.** Discussion and Possible Action on Ad-hoc Tree Committee Phase 4 Dog Park 2026 Tree Plantings, Approval of Banner to Promote a Memorial Tree Program, including a Memorial Brick and Approval of Fundraising Amounts

The motion to approve the Ad-hoc Tree Committee Phase 4 Dog Park 2026 Tree Plantings, Approval of Banner to Promote a Memorial Tree Program, including a Memorial Brick and Approval of Fundraising Amounts was made by Committee, no second required. Unanimously carried.

- b.** Adjourn

The motion to adjourn was initiated by Trustee Franzen and seconded by Trustee Wright at 09:17pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

DOG PARK SHELTER

SPRING 2025

FINANCED BY

**WILLIAMS
BAY
LIONS CLUB**



**TORNADO
TREE REPLACEMENT
FALL 2025**

FINANCED BY

**WILLIAMS
BAY
LIONS CLUB**



VIBRANT SPACES GRANT

ENCOURAGING PLACEMAKING EFFORTS IN WISCONSIN COMMUNITIES

The **Vibrant Spaces Grant**, an element of the Wisconsin Economic Development Corporation's (WEDC's) Community Development Investment (CDI) Grant Program, is designed to assist communities in creating vibrant and engaging spaces that make it easier to recruit and retain residents, sustain a robust labor force, and enhance local quality of life. With the help of this grant, new and enhanced public gathering places will foster community connections and provide accessible locations for the programming and amenities local residents desire—with the additional benefit of boosting foot traffic for area businesses.

How it works

Grants in amounts from \$25,000 to \$50,000 are available to help local communities develop and enhance public spaces. The application must come from the municipality, and only one application per municipality will be considered per fiscal year. Previous awardees must wait at least one fiscal year between Vibrant Spaces awards (except for the City of Milwaukee, in which different commercial corridors may apply for a grant award annually). A Vibrant Spaces Grant application does not affect a community's broader eligibility for a CDI Grant. In the FY26 grant cycle, no more than 40 grants will be awarded. Applicants must provide a 1:1 match of the grant amount, with the exception of economically distressed communities or communities with population less than 5,000, which need only provide a 25% match.

Eligibility requirements

Competitive projects will:

- Incorporate multiple improvements within or associated with one public space.
- Demonstrate community engagement and support via a community document/plan and/or via letters of support from public, private, and civic partners.
- Be ready to begin construction during the current WEDC fiscal year.
- Create visible and lasting transformations that foster public activity.

Eligible activities

Applications will be evaluated based on criteria including:

- Creation of visible and pedestrian-oriented public space
- Potential of the space to attract multiple user groups and activities

LEARN MORE

For more information about applying for a Vibrant Spaces Grant, contact a WEDC regional economic development director.

You can find the list of regional directors and territories covered at wedc.org/regional.

- Impact of the project on the community, the district, and nearby businesses
- Demonstrated community support for the project (e.g., multiple funding partners, civic organization participation)



Community Development Investment Program

Program Guidelines for Fiscal Year 2026

Lead Division: Business and Community Development

☐ New ☒ Revised 7/1/2025

☒ Grant ☐ Loan ☐ Tax Credit ☐ Technical Assistance

Introduction

Background Information: The Community Development Investment (CDI) program will support urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects emphasizing commercial corridor driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

Program's Purpose: The program will support urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects emphasizing commercial corridor driven efforts.

Eligibility Requirements

Eligible Applicants: Community Development Investment grant applicants must meet the following criteria:

- Be a municipality (including counties, cities, villages, and towns), Tribal entity, other governmental authority, or a private developer designated by a municipality to apply on its behalf
- Provide a signed resolution by the elected governing body authorizing the submittal of the application(s) to the CDI Grant Program.
- Propose a project that does one or more of the following:
 - Develops significant destination attractions.
 - Rehabilitates and reuses underutilized or landmark buildings.
 - Infill development.
 - Historic preservation.
 - Infrastructure efforts, including disaster prevention measures, providing substantial benefits to downtown residents or property owners.
 - Mixed-use development (not exclusively residential).

Vibrant Spaces: The Vibrant Spaces funds are awarded to communities for investment in public projects that will enhance the community as an attractive place to live. The project must demonstrate a measurable quality of life enhancement to the community in a proactive, collaborative, community-driven effort.

Eligible applicants must:



- Be a municipality (including counties, cities, villages, and towns), Tribal entity, or other governmental authority.
- Provide a signed resolution by the elected governing body authorizing the submittal of the application(s) to the CDI-VS Grant Program.

Eligible Use of Funds: Development CDIs can fund the following activities:

- Building renovation
- Historic preservation
- Demolition
- New construction
- Infrastructure investment
- Building Relocation of CDI project property

An applicant that was impacted by an event that has resulted in a State or Federal Disaster Declaration within the 24 months prior to applying may receive funds for mitigation or preparedness planning and will receive additional considerations including the following:

- WEDC may reduce or waive the match requirements
- Applicants must demonstrate that other funding mechanisms (CDBG, WI Disaster Fund, FEMA, etc.) have been evaluated and fully utilized before applying for WEDC CDI Grant funding.

Vibrant Spaces: Vibrant Spaces grants can fund site-specific improvements that foster commercial corridor activation such as the following activities:

- Public Space Enhancements (including, but not limited to alleys, programmable plazas and park spaces). Enhancements can include landscaping, lighting, art, water features, and other fixtures.
- Public Signage within the space (e.g. wayfinding, interpretative signage, kiosks)
- Seasonal equipment with the intent to be used annually (such as tables, chairs, benches, bike racks, etc.)
- Parklets, parking lot conversions, or parking space conversions
- New public infrastructure projects (including site preparation and build-out of performance areas, programmable spaces and public restrooms to serve public spaces, and electrical)

Ineligible Use of Funds: Activities ineligible for program assistance or match include, but are not limited to:

- Event, staffing, and programming
- Buildings including demolition and new buildings (except for restrooms)
- Private spaces that are not open to the public
- Single-use spaces or sporting courts/facilities
- Activities that are otherwise eligible to be funded through other programs offered by WEDC
- Past costs
- In-kind contributions
- Indirect expenses (a.k.a. "soft costs")
- Ongoing maintenance costs



Matching: The applicant must provide matching funds in an amount of 3:1 of the CDI Grant being requested. In any of the following circumstances, the matching funds requirement is reduced to 1:1:

- The project is located in an Economically Distressed or Rural Community.
- The project is located in an Opportunity Zone.
- A key component of a secured/defined development is to provide childcare services or expand housing availability.
- For applicants where the project is in the designated district of a WEDC Main Street Community.

No more than 50% of eligible project costs may consist of other state and/or federal grant sources, excluding federal ARPA funds; exceptions can be made for projects utilizing federal ARPA funds.

Vibrant Spaces: The applicant must provide matching funds in the amount of 1:1 of the Vibrant Spaces grant being requested. Economically distressed communities (see definition below) or communities with populations of under 5,000 must provide a match of 25% of the grant being requested.

Available Incentives

FY26: \$ 5,250,000

Vibrant Spaces: \$ 1,000,000

Award Sizes: The maximum Development CDI grant may not exceed \$250,000.

Vibrant Spaces grants will be between \$25,000 and \$50,000.

Awards per Applicant: No more than one grant per fiscal year shall be located within the boundary of a municipality, unless the applicant is in an economically distressed community or opportunity zone; in which case applicants can apply for up to two CDI grants per fiscal year.

Vibrant Spaces: Applicants may receive one Vibrant Spaces Grant every two fiscal years. In each fiscal year, applicants can only receive one Vibrant Spaces award per community/municipal boundary, except for the City of Milwaukee, which annually may apply for and receive a Vibrant Space award for one or more commercial corridors. Receiving a Vibrant Spaces grant does not preclude a community from applying for general CDI grants.

WEDC anticipates 20% of Vibrant Spaces to be awarded to communities under 5,000 in population.

Activities and Expected Outcomes

Assist 21 communities and achieve a 12:1 leverage of other investment.



Vibrant Spaces: Assist communities in creating a community space for public use in their commercial corridor and achieve a 1:1 leverage of other investment.

Impact: Funded activities should lead to measurable benefits in property values and/or leveraged investment by local and private partners.

Vibrant Spaces: Funded activities should lead to an increase in site usage and overall visitor traffic to the corridor, adding to the commerce potential for local businesses.

Metrics: As a community development program focused on real estate development, performance reporting metrics for CDI are focused around measuring eligible site work cost. CDI program metrics include the following list, and each project will include one or more of these metrics in its reporting requirements depending on the project's specified use of funds.

- Capital Investment
- Site Work
- Leverage – Total

Vibrant Spaces:

- Capital Investment
- Site Work
- Leverage – Total

Review Considerations: WEDC may take the following into account when considering a CDI award:

- Impact on the community.
- Located in an Economically Distressed community.
- Financial justification.
- Previous planning efforts.
- Alignment with Comprehensive Economic Development Strategy (CEDS)/Economic Development District (EDD) plan for the region.
- Readiness to proceed demonstrated by financial commitments in place.
- Involvement of public-private partnerships and public/community support and collaboration.
- Demonstrates involvement of diverse businesses, including women and veteran owned contractors, in eligible project costs.
- Primary building occupant is a diverse-, woman-, or veteran-owned business(es).
- Primary building purpose serves the communities of diverse-, women-, veteran-, or low- and moderate-income individuals.
- Clean energy technology investments included in the project (ex. solar panels, electric vehicle charging stations, use of state energy audit and/or energy rebate programs, etc.).
- Quality Urban Design: balancing preservation of existing heritage structures and streetscapes with new development.
- Other factors determined by WEDC.



Vibrant Spaces: WEDC may take the following into account when considering a Vibrant Spaces award:

- Demonstrated community support and partnerships.
- Impact on community, district, and businesses.
- Space attracts multiple user groups/activities.
- Visible pedestrian-oriented public space.
- Project readiness to proceed demonstrated by financial commitments in place.
- Alignment with destination creation strategies, including four-season use, and day and night activation potential.

Application Guideline

Timeline: The Development CDI and CDI-Vibrant Spaces programs have continuous application processes.

How to Apply: An interested applicant should contact a WEDC Account Manager to determine if their project is right for the program. Upon review of the project, and alignment with eligibility criteria, an applicant will be invited to submit their application through Network Wisconsin.

Award Process: The completed application will be assigned to an underwriter and go through the award review process.

Performance Reporting: Recipients must annually submit a performance report documenting capital investment, assessed taxable property values, and any other contract deliverable. Vibrant Spaces recipients will submit one performance report at the project's completion.

WEDC annually selects awards over \$100,000 on a sample basis for an audit. All backup to the performance report and financial records are required to be maintained by the Recipient for a period of at least three (3) years after the last performance report is due.

WEDC may impose additional reporting requirements to evaluate project performance and to ensure compliance with contract deliverables.

Helpful Information

Definitions:

"Economically Distressed" - a county or municipality so designated by WEDC by considering the most current area and state data available for the following indicators:

- Unemployment rate
- Percentage of families with incomes below the poverty line
- Median family income
- Median per capita income
- Average annual wage
- Manufacturing assessment values by county



- Other significant or irregular indicators of economic distress – such as a natural disaster, or plant closings and layoffs

“Opportunity Zone” - a designated qualified opportunity zone in the State of Wisconsin under Internal Revenue Code § 1400Z-1.

“Rural Community” - a city, village, or town with a population less than 5,000.

Revision History

Program Inception – Fiscal Year 2013

- 7/1/2017: Consideration of multiple applications per community per fiscal year when funding is available, removes limitation of one CDI or BF grant per project, Added project or site development planning as eligible activity
- 7/1/2018: Allow applicants in a Designated Rural County to receive more than one grant per fiscal year, Reserve 50 percent of program funding for projects in a Designated Rural County
- 7/1/2019: Allow applicants in an Opportunity Zone to receive more than one grant per fiscal year; allow recipients to submit performance reports annually; clarify performance reporting requirements
- 7/1/2020: Expanded eligibility and funding for COVID-19 recovery initiative.
- 7/1/2021: Eliminated temporary CARES Act provisions; removed eligibility for planning projects; replaced Designated Rural County with Economically Distressed; added consideration for diverse businesses
- 7/1/2022: Expands considerations to determine making a CDI Grant; Adds Vibrant Spaces Pilot
- 7/1/2023: Defines Rural Community; reduces match requirement for rural communities and projects with key components of providing childcare or expanding housing availability; allows for developers to be the applicant/recipient entity.
- 7/1/2024: Expands eligible use of funds; updated review considerations to include clean energy investments; funds Vibrant Spaces
- 7/1/2025: Updates Vibrant Spaces to non-competitive; reduced Vibrant Spaces match requirement for projects in Economically Distressed Communities or communities under 5,000 in population; restricts number of applications per community

APPLICATION CHECKLIST AND INSTRUCTIONS

Network Wisconsin

Applicants will be required to submit applications through Network Wisconsin. Contact your Regional Economic Development Director to receive a grant application and instructions on how to use Network Wisconsin. WEDC Regional Director map and contact info.: wedc.org/regional

Project Deliverables

All project contracts will require:

- Start the project in WEDC's FY26. End the project and final performance report within two (2) years.
- Photos of the completed project
- WEDC logo on project signage
- Narrative identifying project impact including: the increase in the number and type of audiences using the space, impact on nearby businesses, number of events held

Application Checklist

- 1) Municipal resolution to apply.
- 2) Relevant community plan, records/minutes indicating previous project identification/discussion and/or letters of support that identify the project as a positive community investment.
- 3) Completed budget and cost estimates.
- 4) Photos and plans for the space (pictures of the amenities to be installed or project renderings).

FREQUENTLY ASKED QUESTIONS

Project Selection

Project elements:

- 1) My space is specifically designed for one use, but will be open to others to use, is it eligible? **Answer:** No, projects must accommodate multiple uses.
- 2) Is a project to build new pickle ball courts eligible? **Answer:** No, because projects must accommodate multiple user groups and activities.
- 3) Is my boat ramp and fishing pier eligible? **Answer:** If the ramp and pier are elements of a projects improving a space accessible and visible from a commercial corridor and are part of a broader project, they are eligible, but standalone waterfront projects or those not adjacent to commercial uses would not be.
- 4) Are streetscaping elements eligible? **Answer:** Landscaping and public amenities within a defined space are eligible. Streetscaping or amenities for an entire corridor are not.
- 5) Are alley improvements eligible? **Answer:** Yes, but the alley should be a defined space that can be programmed for use. Alley improvements over multiple blocks and/or alleys that do not cater to pedestrians are not eligible.
- 6) Can the grant be used to renovate the inside and outside of a building in the space? **Answer:** The only interior renovations allowed inside of buildings are the construction (and renovation) of restrooms. Other renovations to the structure are not eligible (Those elements in the space - e.g. concessions - could be done separately from the grant).
- 7) Can the space be fenced and have operating hours for public use? Can the space be used for private events? **Answer:** Yes, provided that the space is generally accessible to the public, it may be fully/partially fenced to accommodate certain activities. Operating hours (such as nighttime closures of restrooms) are permissible. Private events may also be permitted – as often seen in other municipal public spaces.
- 8) Is fencing an eligible expense? **Answer:** Yes, if it is associated with the space.
- 9) Would relocation of a memorial be an allowable expense as part of the overall project? **Answer:** Site preparation is eligible as a match, so the grading work associated with the relocation would be a match. The relocation itself would be outside of the grant and not eligible as a match expense.
- 10) Would a PA system be eligible? **Answer:** Yes, as long as its use is related to the space.

Project location:

- 11) Can the project be located on privately-owned property? **Answer:** Yes, but the site/property does need to be publicly accessible. If privately-owned, then a multi-year lease agreement or formal Memorandum of Understanding will be needed as well as property owner permission to carry out activities on the site.
 - a. How long does the lease term need to be? **Answer:** Suggestion of two years or more.
- 12) Can the grant be used in a neighborhood park that isn't necessarily in a downtown space? **Answer:** Yes, but only if you can show the impact to neighborhood businesses.

Project Logistics and Funding

Applicants:

- 1) Can previous Vibrant Spaces grant recipients apply? **Answer:** Applicants may receive one award every two fiscal years, except for the City of Milwaukee, in which different commercial corridors may apply for and receive a VS award annually.
- 2) How do you define a community? **Answer:** Municipal boundaries define a community. One (1) application per community is allowed due to limited funds.

LOOK FORWARD ➤

FREQUENTLY ASKED QUESTIONS, CONT.

- 3) Does the municipality have to be the entity carrying out the project? **Answer:** No, the municipality has to be the applicant and pass a resolution in support of the project, but the space can be built out/managed/programmed by community partners including but not limited to Business Improvement Districts, Chambers, Downtown Associations, Arts Districts, Libraries, etc.
- 4) Can the County or Redevelopment Authority (RDA) apply on behalf of a project in a municipality in the region? **Answer:** Yes, a County or RDA may be the applicant for a project, but only one application per municipal boundary will be accepted regardless of the applicant.
- 5) Can contiguous municipalities submit coordinated applications relating to projects such as a bicycle/pedestrian trail that would connect multiple communities? **Answer:** Trail extension is not eligible, but trail head and gathering spaces along trails that would benefit commercial district businesses, and that will be used for multiple audiences, are eligible. If a space spans municipalities, is recommended that one or both municipalities submit grants for their portion of the project, as contracts will be with a single entity.
- 6) How do we find out who to contact at our local municipality? **Answer:** Contact your WEDC Regional Director and they will provide you with the appropriate community contact information.

Funding:

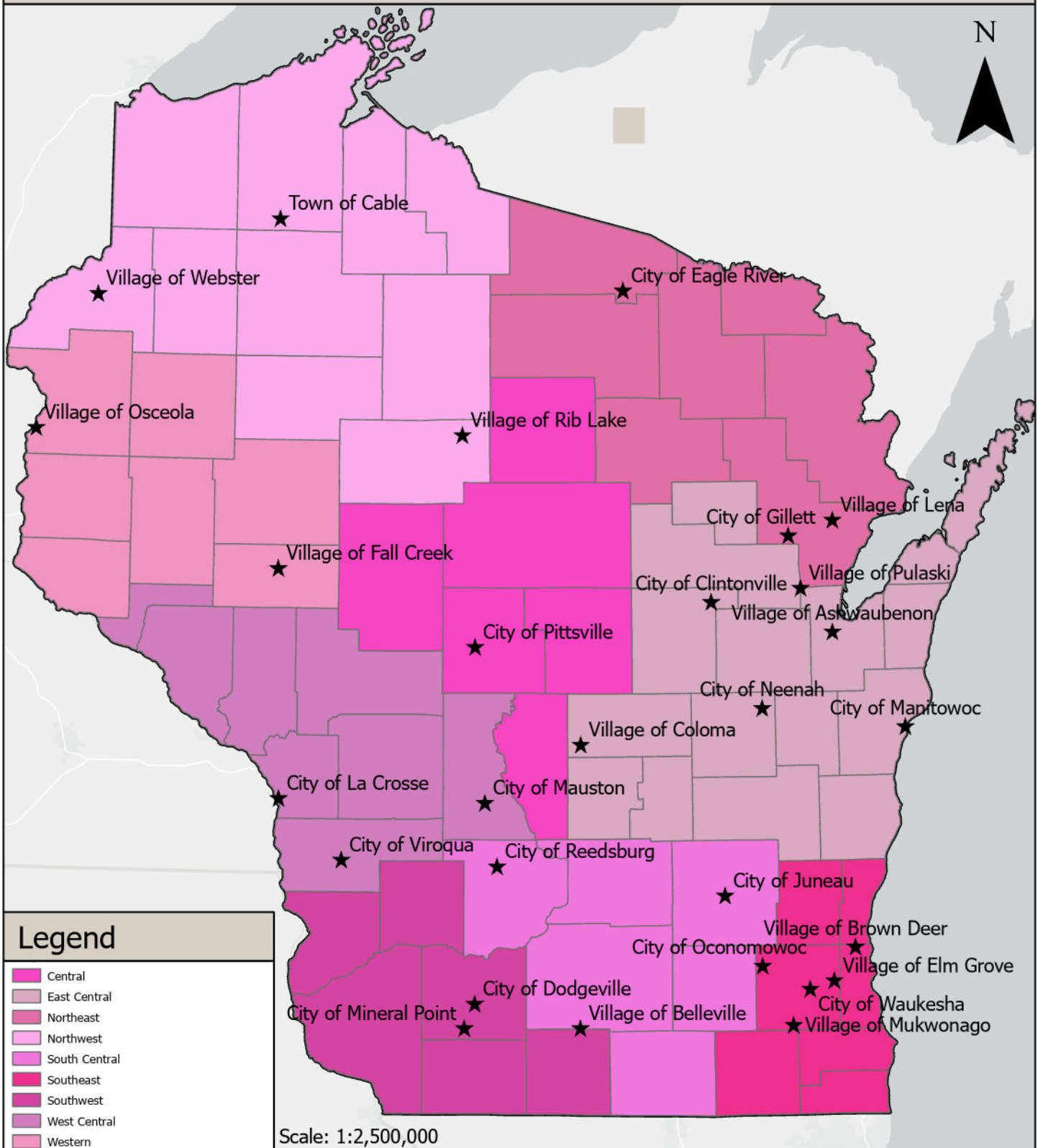
- 7) Do I have to have all 'match sources' secured at the time of application? **Answer:** At the time of application, WEDC will look to have 80% of total project funding secured, the remaining should have a strong plan in place to get funding commitments secured.
- 8) WEDC will allow a total of two (2) draw requests for the project. Grant funds will be disbursed on a pro-rata basis to match the amount of matching funds identified with the draw(s).
- 9) Is ongoing maintenance of the site eligible? **Answer:** No, but we encourage applicants to have a plan to maintain their project/installation and to address that plan in their application.
- 10) What are eligible grant and match activities? **Answer:** Eligible activities include the following:
 - a. Public Space Enhancements (projects activating alleys, programmable park spaces, vacant parcels, and underutilized parking lots including elements such as public art, landscaping, benches, bike racks, etc.)
 - b. Public Signage (wayfinding, interpretive signage, kiosks and other signage located in and associated with the space)
 - c. Public Infrastructure (restrooms, water features, electrical, lighting, site preparation)
 - d. Seasonal Equipment with the intent to use annually (tables, chairs, umbrellas, heaters)
 - e. Site preparation such as grading, stormwater, etc. (Both grant and match eligible in FY23.)
- 11) What are ineligible grant and match activities? **Answer:** Ineligible activities include the following:
 - a. Building improvements (other than restrooms for public space use) – no interior renovations
 - b. District- or community-wide improvement projects
 - c. Events, staffing, programming, ongoing maintenance
 - d. Private spaces not open and accessible to the public
 - e. Site acquisition costs and lease costs
 - f. Activities otherwise eligible to be funded through other WEDC programs
 - g. In-kind contributions of materials or labor
 - h. Demolition
- 12) Can donated goods or services be used as match for the grant? **Answer:** No, but the value/impact of the donations should be summarized in the narrative.

LOOK FORWARD ➤

FREQUENTLY ASKED QUESTIONS, CONT.

Grant Application and Process

- 1) How long do we have to complete the project? **Answer:** Project must start after the application is accepted into WEDC's Underwriting. Contracts will be for two (2) years.
- 2) Is the space design expected to be final by the time of application? **Answer:** No, but a close representation of the future space needs to be provided with the application to have an accurate budget, and stakeholder/partner consensus regarding the project and process must be very well defined within the application.
- 3) If we are planning to start some of the project before we submit a VS application, can we still apply? **Answer:** Yes, once a completed application is received (and accepted as complete into WEDC's Underwriting), costs incurred on and after the acceptance date may be considered eligible as match, assuming the grant is awarded. Project elements completed prior to that date will not be eligible for match or reimbursement, but prior progress does not impact the eligibility for funding of the space. Provided sufficient costs remain after the acceptance date to support both match and funding, projects may still apply.
- 4) Can your project be out to bid, but just not have started yet? **Answer:** Yes.
- 5) Is a project eligible to apply that already has site work started? **Answer:** Yes, but the date the application is accepted into WEDC's Underwriting is the "start date" for the project. Only after the "start date" will expenses be considered grant and match eligible.
- 6) If I don't have a community plan that identifies the project, what other documentation would be acceptable to provide? **Answer:** Meeting minutes, news articles, community meeting announcements, and/or documentation of the conversations/meetings that have been had to date with partners/stakeholders regarding the project.
- 7) Are there any requirements or advantages for rural or low-income areas? **Answer:** Yes. Match requirement has been reduced from 50% to 25% for CDI-VS grants in which:
 - o The project is in an Economically Distressed Community.
 - o The project is in a community under 5,000 people.
 - Twenty percent of annual CDI-VS funding will be intended to finance projects in communities under 5,000 in population.
- 8) Deadline for Regional Directors to submit applications into Underwriting for FY26 funding is February 1, 2026.



**BUILDING INSPECTION SERVICES CONTRACT BETWEEN
THE VILLAGE OF WILLIAMS BAY AND MUNICIPAL CODE ENFORCEMENT, LLC**

THIS AGREEMENT is between the **Village of Williams Bay, P.O. Box 580, 121 N. Walworth Avenue, Williams Bay, WI 53191**, (hereinafter “**Village**”) and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter “**MCE**”) as of this **22nd** day of **March, 2026**.

RECITALS:

WHEREAS, the Village requires building inspection services; and

WHEREAS, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of permits; and

WHEREAS, the Village and MCE desire to contract with each other for such building inspection services as set forth herein, to be provided by MCE to the Village; and

WHEREAS, the Village agrees to compensate MCE at the rate set forth herein for performing these services.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

1.) SCOPE OF SERVICES – MCE agrees to provide the Village with the following building inspection services:

- **Meeting Attendance**

- MCE shall attend all regularly scheduled Plan Commission, Extraterritorial Zoning, and Staff Plan Review meetings and any additional meetings as may be required by the Village.

- **Office Hours**

- MCE agrees to maintain office hours as follows:
 - Three regularly scheduled office hours on _____ of each week from _____ to _____. In addition, MCE shall maintain up to seven additional office hours per week as required to complete the inspection services to be provided pursuant to this contract. Weekend and evening inspections to be provided on an as-needed basis, as arranged between MCE and permit applicants. . .

- **Personnel**

- MCE shall provide State Certified Inspectors to perform all work covered by this contract and shall provide copies of current certifications to the Village Clerk on or before January 1 of each contract year. MCE will employ a sufficient number of

experienced and knowledgeable employees to perform all services covered by this contract in a timely, polite, courteous and prompt manner. MCE shall determine appropriate staffing levels and promptly inform the Village of any reasonably anticipated or known employment-related actions which may affect the performance of the covered services. Additional certified staffing resources shall be made available to the Village when assigned personnel is unavailable. MCE shall notify the Village in writing prior to any change in the primary building inspector assigned to the Village.

- **Inspection Services**

- MCE will perform all required building inspections in accordance with applicable state codes and village ordinances. This shall include examining and processing building plans as required by the applicable codes, processing building permits, coordinating, performing and completing required inspections for permitted building construction, as well as billing and collecting the proper fees from applicants. Payments are to be forwarded to the Village for processing pursuant to the procedure prescribed by the Village Treasurer. This shall include forwarding all documentation and other information as required by the Treasurer.

- **Communications**

- MCE agrees to provide timely responses to all resident inquiries, permit applications and complaints.
- Inspection results shall be entered into the permit system and communicated to the applicant within one (1) business day of inspection.
- Phone calls and emails shall be responded to within one (1) business day.
- Permit inquiries shall be responded to within three (3) business days.

2.) DUTIES – MCE shall perform the building inspection services set out in the Scope of Services above for the Village.

3.) EQUIPMENT AND SUPPLIES – MCE will supply all necessary vehicles and field tools required to perform inspections and administrative duties. This will include, but is not limited, to all required codebooks, technical manuals and inspection equipment.

4.) COMPENSATION – The Village shall pay MCE for the services performed under this Contract within the Scope of Services as set forth below:

- **Building Inspection Services**

- Compensation for Building Inspection Services is as follows:
 - Residential and Commercial Construction - **50 percent (50%)** of all Permit Fees collected by MCE and/or Village and receipted by Village based on the applicable Building Permit Fee Schedule.
 - Meeting Attendance – No additional charge.

- MCE shall adhere to the billing procedures prescribed by the Village Treasurer. Invoices shall be submitted to the Village Treasurer on a monthly basis with such information and documentation as may be required by the billing procedure.
- **Time of Performance**
 - Inspection response time standards
 - Inspection requests received before noon shall be scheduled within two (2) business days
 - Inspection requests received after noon shall be scheduled within three (3) business days
 - Permit review turnaround standards
 - Residential: five (5) business days
 - Commercial: ten (10) business days
 - Resubmittal: five (5) business days

5.) TERMS OF CONTRACT – This contract shall begin July 6, **2026** and end on **December 31, 2027**. This contract shall automatically renew, unless an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

6.) DOCUMENTS AND OPEN RECORDS REQUESTS – All contractor permitting and project documentation will be managed in-house by MCE and stored directly on the Village's hard drive. All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the Village and shall be turned over to the Village upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the Village of Williams Bay within five (5) business days of written request to MCE.

7.) BUILDING PERMIT ADMINISTRATION – MCE shall utilize the following building permit administration and record-keeping system.

- **Building Permits**

- Standard building permit applications will be accepted in both hardcopy and digital format. Upon approval a standard building permit card will be issued for each project and made available to the applicant for display as required.

- **Permit Administration Documentation**

- All permit related documentation will be scanned and maintained in digital format on the village's hard drive. In addition, a complete hard copy file will be retained within the corresponding property file. All inspections will be documented using a standardized inspection report form. Inspection records

will be maintained in both digital and physical formats.

- **Activity Log**

- Each permit will be assigned a standardized permit number and recorded in a centralized digital log. This log shall be accessible to all authorized village staff.

8.) MONTHLY REPORT – MCE shall provide the Village Administrator with a monthly report containing the following information for the preceding month:

- Number of permits issued
 - Average permit review time
 - Inspections completed
 - Average inspection scheduling time
 - Failed inspections
 - Open permits of more than 90 days
 - Open permits of more than 180 days
 - Number of complaints received including dates received
 - Number of complaints resolved including dates resolved

9.) TERMINATION WITHOUT CAUSE – Notwithstanding the contract term specified in this contract, both the Village and MCE shall have the right to terminate this contract, without cause, by giving 90 days' written notice to the other party. Upon termination, all data generated by MCE pursuant to this contract remains the property of the Village, and shall be made available to the Village by MCE. MCE shall be entitled to receive payment for work completed. Where a permit has been issued, a fee collected, and which is open at the time of termination, permit administration may be completed through final inspection by MCE if approved by the Village. MCE's obligation is met upon completion of final inspection or permit expiration. Alternatively, the Village may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to the percent of completed construction as determined by MCE and mutually agreed upon by the parties.

10.) TERMINATION WITH CAUSE – Notwithstanding the contract term specified in this contract, the Village of Williams Bay shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactory work. In the event the Village decides to terminate the contract for failure to perform satisfactorily, the Village shall provide MCE at least thirty (30) days' written notice prior to the date of termination. Upon termination, all data generated by MCE pursuant to this contract remains the property of the Village, and shall be made available to the Village by MCE

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date

of termination that were accepted by the Village.

11. ASSIGNMENT – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the Village.

12. INSURANCE – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the Village Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:

- General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
- Automobile Liability Insurance – One Million Dollars (\$1,000,000.00) occurrence and Two Million Dollars (\$2,000,000.00) aggregate.
- Professional Errors and Omissions – One Million Dollars (\$1,000,000.00).
- Workers Compensation Insurance as Required by Statute.
- The Village of Williams Bay shall be named as an additional insured on MCE's insurance policies, on a primary and noncontributory basis, with subrogation rights against the Village waived.

13. INDEPENDENT CONTRACTOR – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the Village of Williams Bay and shall not be entitled to any benefits enjoyed by employees of the Village. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the Village while acting within the scope of the services performed under this contract.

14. INDEMNIFICATION – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the Village, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the Village, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee, representative, or agent of MCE. MCE shall have

no obligations under this section to the extent that any Claim arises as a result of MCE's compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the Village and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and caselaw. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

15.) NOTICES – All notices and communications provided for under this agreement shall be delivered or mailed first class with postage prepaid, addressed in each case as follows, until another address

shall have been designated in the written notice given in like manner, and shall be deemed to have been given or made when delivered or mailed as follows:

TO VILLAGE: Village Administrator
P.O. Box 250
121 North Walworth Avenue
Williams Bay, WI 53191

TO MCE: MCE
P.O. Box 62
Delavan, WI 53115

16.) APPLICABLE LAW – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

17.) SEVERABILITY – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

18.) MISCELLANEOUS

- **Integration and Amendment**

- This Agreement may be amended, modified or superseded only by a written agreement executed by both the Village and MCE.

- **Waiver**

- The failure of the Village or MCE at any time or times to require performance of any provision of this Agreement shall not affect the right at a later time to enforce that provision. No waiver of any breach of any term contained in this Agreement, whether by conduct or otherwise, shall be deemed as a further or continuing waiver of such breach or a waiver of any other term contained in this Agreement.

- **Counterparts and Copies**

- This Agreement may be fully executed in separate counterparts by each of the parties. Such counterparts when combined shall constitute but one and the same instrument. The counterparts may be exchanged electronically via e-mail or facsimile transmission, which shall be deemed an original. A copy of this Agreement shall have the same force and effect as the original

- **Successors and Assigns**

- This Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and allowed assigns

19.) ENTIRE AGREEMENT – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

Allison Schwark, Municipal Code Enforcement, LLC

Date:_____

Name, Title

Date:_____

ATTEST

Name, Title

Date:_____

VILLAGE OF WILLIAMS BAY

Building Inspection Services Proposal

Submitted by: Municipal Code Enforcement, LLC
PO Box 62 | Delavan, WI 53115
Phone: 262-249-6701 | Email: mcodeenforcement@gmail.com

Date: March 22, 2026

Municipal Code Enforcement, LLC

COVER LETTER

On behalf of Municipal Code Enforcement, LLC, I am pleased to submit our proposal in response to the Village of Williams Bay's Request for Proposals for Building Inspection Services. We appreciate the opportunity to continue and expand our partnership with the Village in serving its residents and maintaining high standards for safety, compliance, and community development.

Municipal Code Enforcement, LLC has proudly served the Village of Williams Bay since October of 2019. Over the past several years, we have provided consistent, high-quality code enforcement services, including short-term rental enforcement and tree permitting. In 2025, we expanded our role to include zoning administration, further strengthening our involvement in the Village's day-to-day operations and long-term planning efforts. This continued growth reflects the trust the Village has placed in our team and our commitment to delivering dependable, responsive service.

We believe that our firm is uniquely positioned to provide building inspection services due to our established presence, institutional knowledge, and proven track record within the community. Our familiarity with the Village's ordinances, processes, and staff allows us to operate efficiently and effectively from day one, minimizing disruption and ensuring continuity of service.

A key strength of our approach is our emphasis on a cohesive, start-to-finish process. By integrating building inspection services with our existing responsibilities in code enforcement and zoning administration, we are able to provide a seamless and collaborative experience. This cohesive approach ensures that projects are reviewed holistically, from initial application through final inspection and compliance. By maintaining oversight across all aspects of the development and enforcement process, we reduce the risk of miscommunication, eliminate gaps in service, and ensure that nothing is overlooked.

Our team prioritizes collaboration, both internally and with Village staff, contractors, and residents. We understand that successful project outcomes depend on clear communication, consistency, and a shared commitment to the Village's goals. By working closely with all stakeholders, we help facilitate efficient project progression while maintaining strict adherence to applicable codes and regulations.

Municipal Code Enforcement, LLC

Municipal Code Enforcement, LLC is committed to providing professional, timely, and thorough inspection services that support safe construction practices and enhance the overall quality of development within the Village. We take pride in being trusted partners and are confident in our ability to deliver a level of service that exceeds expectations.

Thank you for your consideration. We welcome the opportunity to discuss our proposal in greater detail and to continue serving the Village of Williams Bay.

Sincerely,

Allison Schwark

Municipal Code Enforcement, LLC

262-249-6701

Municipal Code Enforcement, LLC

1. Company Overview and Experience

Municipal Code Enforcement, LLC (MCE) is a family-owned and operated agency providing building inspection, code enforcement, and zoning administration services to municipalities across Southeastern Wisconsin.

We currently serve over 30 municipalities in Wisconsin and Northern Illinois, including:

- Cities: Elkhorn, Burlington, Whitewater, Pewaukee, Edgerton, South Beloit (IL), Elroy, Delavan, Lake Geneva, Fort Atkinson, Evansville
- Villages: Sharon, East Troy, Yorkville, Fontana, Williams Bay, Windsor, Waunakee, Pewaukee, Twin Lakes, Sturtevant, Raymond, Merton, Lannon, Darien, Deforest, Roscoe(IL)
- Towns: Delavan, Linn, Koshkonong

2. Primary Contact

Allison Schwark

Phone: 262-249-6701

Email: mcodeenforcement@gmail.com

3. Capabilities and Qualifications

Municipal Code Enforcement, LLC (MCE) delivers comprehensive inspection and code enforcement services with an emphasis on responsiveness, professionalism, and collaboration. Our team understands that effective building inspection services are not just about enforcement, but about guiding projects to successful completion while maintaining safety, compliance, and efficiency throughout the entire process.

Our inspectors and staff are highly experienced in administering both state and local building codes, and we take pride in applying that knowledge in a practical, consistent, and solution-oriented manner. We recognize that each project whether residential, commercial, or municipal requires careful attention, clear direction, and timely follow-through.

Municipal Code Enforcement, LLC

Key components of our capabilities include:

- **Clear Communication with Residents, Contractors, and Village Staff**
We prioritize proactive and transparent communication at every stage of a project. Our team works closely with applicants, builders, and design professionals to ensure requirements are clearly understood from the outset. We are accessible and responsive to questions, provide timely feedback, and work collaboratively to resolve issues before they become delays. Internally, we maintain strong coordination with Village staff to ensure alignment and consistency across departments.
- **Timely Processing of Permits and Inspections**
We understand that efficiency is critical to both the Village and the development community. MCE is committed to prompt permit review, organized scheduling, and reliable inspection timelines. Our processes are designed to minimize turnaround times while maintaining accuracy and thoroughness. We strive to keep projects moving forward without unnecessary delays, recognizing that predictability and timeliness are essential for all stakeholders.
- **Knowledgeable and Consistent Enforcement of State and Local Building Codes**
Our team maintains up-to-date knowledge of applicable Wisconsin building codes as well as the Village's specific ordinances and requirements. We apply these standards consistently and fairly, ensuring that all projects meet required safety and quality benchmarks. At the same time, we take a practical approach to enforcement, working with contractors and property owners to achieve compliance through education and cooperation whenever possible.

In addition to these core strengths, MCE brings a strong customer-service mindset to all interactions. We understand that building inspection and code enforcement services are highly visible to the public, and we represent the Village with professionalism, fairness, and respect. Our goal is not only to enforce regulations, but to build trust within the community while supporting safe, high-quality development.

Through our experience, established processes, and commitment to service excellence, MCE is well-equipped to deliver reliable and effective building inspection services that align with the Village of Williams Bay's expectations and long-term goals.

Municipal Code Enforcement, LLC

Key Personnel

- **Gregory Guidry – Lead Building Inspector**
Licensed Commercial and UDC Inspector with multiple certifications, including: Commercial Building, Commercial Electrical, Commercial Plumbing, UDC Construction, UDC Electrical, and UDC HVAC.
- **Steve Ketterhagen – Building Inspector**
Licensed Commercial Building Inspector.
- **Zach Brooks – Building Inspector**
Licensed Commercial and UDC Inspector with multiple certifications, including: Cross Connection Control Tester, Commercial Building, Commercial Plumbing, and Commercial Electrical.
- **Ralph Nichols – Building Inspector**
Licensed Commercial and UDC Inspector with multiple certifications, including: Commercial Building, Fire Detection, Prevention and Suppression Inspector, UDC Plumbing, UDC Electrical, UDC HVAC, and UDC Construction.
- **Ben Peters – Building Inspector**
Licensed Commercial and UDC Inspector with multiple certifications including: Commercial Building, Commercial Electrical, UDC HVAC, UDC Plumbing, and UDC Construction.

4. Certifications

See attached – Certifications for proof of current Wisconsin licenses and inspector credentials.

5. Scope of Services

Municipal Code Enforcement, LLC (MCE) is committed to providing a high level of service that not only meets, but exceeds, the Village's expectations for building inspection and administrative support. Our approach is centered on accessibility, efficiency, and full integration with Village operations.

Municipal Code Enforcement, LLC

MCE will provide:

- **Comprehensive Building Inspection Services (Commercial and Residential)**

MCE will perform all required building inspections in accordance with applicable state codes and Village ordinances. Our inspectors take a thorough yet practical approach, working collaboratively with contractors and property owners to ensure compliance while keeping projects moving forward efficiently. We are committed to maintaining consistency, fairness, and attention to detail across all inspections.

- **Attendance at Village Meetings and Expanded Office Hours**

We understand the importance of being present and accessible to both Village staff and the public. While the RFP requests a minimum of three (3) office hours per week, MCE is willing to provide up to ten (10) office hours per week to enhance service delivery and improve overall departmental accessibility. This expanded availability allows for greater responsiveness to residents, contractors, and staff, as well as improved coordination across all areas of development, inspection, and enforcement. MCE will also be offering evening and weekend inspections on an as needed basis to keep construction projects moving forward.

- **Prompt and Reliable Communication**

MCE prioritizes timely responses to all resident inquiries, permit applications, and complaints. We recognize that responsiveness directly impacts public perception and project timelines. Our team is committed to clear, consistent communication and quick turnaround times to ensure that questions are answered, concerns are addressed, and projects continue progressing without unnecessary delays.

- **In-House Permit Management System**

All contractor permitting and project documentation will be managed in-house by MCE and stored directly on the Village's hard drive. This ensures that all records are centrally located, easily accessible to authorized Village staff, and maintained in an organized and consistent manner. This approach not only improves internal efficiency and transparency, but also ensures the Village can quickly and effectively fulfill open records requests. By keeping all data within the Village's system, we eliminate reliance on third-party platforms and provide long-term continuity and control over records.

Municipal Code Enforcement, LLC

- **Building Permit Administration and Recordkeeping System**

The proposed building permit system is structured to provide an efficient, organized, and transparent process for permit intake, review, issuance, and record maintenance. Standard building permit applications will be accepted in both hard copy and digital formats to accommodate the needs of contractors, residents, and design professionals. All applications will be reviewed and processed in a timely and consistent manner in accordance with applicable codes and Village requirements.

Upon approval, a standard building permit card will be issued for each project and made available to the applicant for display as required.

To ensure comprehensive recordkeeping and ease of access, all permit-related documentation will be scanned and maintained in digital format on the Williams Bay Village hard drive. In addition, a complete hard copy file will be retained within the corresponding property file to allow for efficient in-office reference and to support open records requests.

All inspections will be documented using a standardized inspection report form. These reports will include detailed information regarding the inspection performed, findings, and compliance status. Inspection records will be maintained in both digital and physical formats, consistent with permit documentation procedures.

Each permit will be assigned a standardized permit number and recorded in a centralized digital log. This log will be accessible to all authorized Village staff, promoting interdepartmental coordination, transparency, and efficient tracking of permit activity.

At the Village's request, monthly activity reports can be provided summarizing permitting operations, including the total number of permits issued, inspections completed, and other relevant metrics.

Resources Provided by MCE:

- **Operational Equipment and Supplies**

MCE will supply all necessary vehicles, and field tools required to perform inspections and administrative duties. This reduces the burden on the Village and ensures our team is fully equipped to operate efficiently from day one.

Municipal Code Enforcement, LLC

- **Insurance Coverage**

MCE maintains all required professional liability and worker's compensation insurance, and automobile liability, ensuring protection for both our staff and the Village.

Through this comprehensive service model, MCE delivers a seamless, fully supported inspection program that emphasizes accessibility, accountability, and long-term value to the Village. Our willingness to expand office hours, centralize records, and provide all necessary resources demonstrates our commitment to strengthening and enhancing the Village's building inspection and enforcement operations.

6. Compensation

- Hourly Rates: See attached– Sample Contract
- Mileage: No reimbursement requested
- Fee Schedule: Will utilize the Village's current adopted fee schedule, unless updates are requested.

7. Insurance

We will provide the following Insurance Coverage:

- General liability
- Worker's compensation
- Automobile liability

8. References

1. City of Burlington – Megan Watkins, Assistant Administrator
Phone: 262-342-1161 | Email: Megan@burlington-wi.gov
2. Town of Delavan – John Olsen, Town Administrator
Phone: 262-728-3471 | Email: admin@townofdelavan.com
3. City of Whitewater – John Weidl, City Manager
Phone: 262-473-0104 | Email: jweidl@whitewater-wi.gov

9. Proposed Contract

See attached – Sample Contract.

Municipal Code Enforcement, LLC

Closing Statement

Municipal Code Enforcement, LLC would be honored to serve the Village of Williams Bay, and we appreciate the opportunity to submit this proposal and to continue building upon our strong working relationship with the Village. Since 2019, we have been proud to serve the Village with reliable, professional, and responsive service, and we are excited about the opportunity to further enhance our role through the addition of building inspection services.

Our team is confident that our experience, established presence, and cohesive approach to code enforcement, zoning administration, and inspections uniquely position us to deliver a seamless, start-to-finish service model. By integrating all aspects of the development and enforcement process, we ensure consistency, improve efficiency, and eliminate gaps providing the Village with a level of service that is both comprehensive, dependable, and most importantly- the service your community deserves.

We remain committed to collaboration, clear communication, and accessibility, and we are prepared to dedicate the time, resources, and attention necessary to support the Village's goals. Our willingness to expand office hours, maintain in-house records, and provide a highly responsive service structure reflects our investment in the continued success of the Village and its residents.

Thank you for your consideration. We welcome the opportunity to discuss our proposal in greater detail and look forward to continuing our partnership with the Village of Williams Bay.

Village of Williams Bay Ordinance / Code Review Priorities

Code #	Code Name	Data Reason for Review	Status	Notes	Timeline
229-3, 229-8, 390-080	outdoor light fixtures and Architectural lighting	Review lighting ordinance with Yerkes Observatory and revise with "dark skies" in mind. (Yerkes concern)			
390-0312	Zoning>Land Use Regulations>	Review for enforceability of item storage in yards to ensure yards do not become overloaded with items. (resident concern)		Notes by Allison- Per ordinance we currently allow a certain amount of boats/trailers to be parked on site (2). Will need more information about types of storage.	
	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 (B3). Provide a process for code enforcement?		03/05/26 - Combine with 390-0316 - produce state license for annual license (Allison & Susan)	Summer 2026
390-0316	Zoning>Land Use Regulations>	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.		03/05/26 - Combine with 327 and plan to update by summer (Allison & Susan). Notes by Allison- This should be its own ordinance, and should be in our licensing code.	Summer 2026
345-10	Mirroring county fee schedule fo this.	Consider revising this code to indicate that applicable fees will “mirror” the Walworth County Fee. Work with Chief Timm on		06/20/26 - inquired to police chief about timeline	
Article 10: 390-1012 and 390-1212	Signs	Discuss with Zoning Administrator about potential issues / enforcement with signage.		03/05/26 - #2 priority, especially setback placement (Allison & Susan) - no concerns about signage voiced at 3/7 listening session. Notes by Allison- Need a full sign code re-write (TOP PRIORITY ITEM FOR ZONING)	

		Review and consideration of any updates. Review number and type of requested variances to fencing code. How many have been approved? Denied?	03/07/26 - Listening session - support for up to 6" setback from property lines. Residents don't want to lose land on the other side of their fence. 03/05/26 - #1a priority (tied w/390 Art 6) (Allison & Susan). Notes by Allison- Need a full re-write on this section. (TOP PRIORITY ITEM FOR ZONING)	
390-0809	Fencing Standards			
Code?	Waterway Structure permits	Village Administrator identified this potential issue. More research is needed.	6/20/26 - inquired to village administrator about timeline and specific issues	
Code?	Delivery trucks	Loading zones for delivery trucks in the business district where residential homes exist. Require business license with annual inspections (requested by Code Enforcement Officer as need - Heat Wave Yoga signage issue). Review Fontana & Elkhorn license code as reference. Consider bundling annual business license with alarm permit fees and annual inspection fees. If ordinance is created, would need form, fee structure, and coordination process with Building Inspector and Village admin. Consider shifting process so that building occupancy permits go to zoning to issue the business license to ensure compliance.	03/02/26 - Streets & Highways is investigating recommendations for code change. For GG - could remove three parallel parking spots on West side of South Walworth St.	
NEW	Business license	Review and revise with enforceable language to ensure alarm permits are paid annually.	03/05/26 - Combine with 125-6 to be proposed by end of summer 2026 (Allison & Susan). Notes by Allison- This was discussed in our last meeting, we need to develop an ordinance to allow us to request business/occupancy licenses to all commercially zoned property.	Summer 2026
125-6	Alarm permits	Code Enforcement Officer requested review as Village code seems outdated. Other communities have more detailed code. Need to review state statute. Village is currently issuing permits that don't comply with code.	03/05/26Combine with NEW Business license by end of summer 2026 (Allison & Susan). 03/05/26 - #1b priority (Allison & Susan)Notes by Allison- This was discussed in our last meeting, this section needs a full update. (TOP PRIORITY ITEM FOR ZONING)	Summer 2026
390 Article 6	Non-conforming structures			

		Code has several discrepancies from every other residential zoning district, such as maximum lot coverage, landscape surface ratio, lake setbacks etc. There are many grey areas and missing items in this code. CCP is willing to work together with us on a re-write. Current board would like to reduce discrepancies between Village Code and their HOA ordinances per discussion on 4/9/26. Specific interests: 50% green space; tree permit enforcement; systemic stormwater approach; stronger partnership in code development	03/05/26 - Susan to contact CPP association president to determine their timeline for this. Notes by Allison- There is so much ongoing construction in CPP this is a (TOP PRIORITY ITEM FOR ZONING) because the construction is not going to slow down. Allison agrees the 50% green space should be a requirement across the district. Doug Snyder reviews stormwater. Dave indicated that the Village cannot require association approval before acceptance and issuance of permits. 6/18/26 - Susan and Allison met with 3 members of the CPPA board to discuss ways to improve alignment of CPPA code with Village code and enhance communications / notifications	Ongoing
390-0213	Cedar Point Park Zoning Code (CPF and enforcement.			
No section	Overall zoning code update	Our ordinance does not address the definition of an alley, the setback requirements from an alley, or garage construction off an alley. This needs to be clarified for all residential properties that have an alleyway. (also a CPPA concern)	06/20/26 - would like this added to the Village budget over the next two years to update and modernize zoning codes	
205-?	Long-term rental annual registratio (leased). This is not enforced, per Allison.	Current ordinance requires a \$10 fee for long-term rental properties	03/05/26 - recommend revising to require annual registration and inspections for tenant and property-owner safety (Allison & Susan)	
345-4 + various 390- o Parking Restrictions		Outdated and insufficient.	Need to remove reference to Collie Street parking which was based on the school. Need to address street parking of boat trailers on residential streets - especially in the central business district / near the lake. Work with Streets & Highways. Consider a separate parking ordinance that is referenced in multiple places versus having parking dispersed across multiple uses. Working on pulling all parking references. 06/01/26 shared draft behavioral parking proposed changes with BZO. 06/04/06 requested feedback from police and fire chiefs after sharing with code enforcement officer. 06/20/26 sent follow up request to chiefs.	Aug-26

	Special Events		Following a PSC meeting, the Village Administrator provided WI community research on special events codes on 05/06/26. On 5/7, BZO chair provided an initial analysis of those communities with considerations for the BZO committee to discuss.
	Chickens	Resident requested the ability to have backyard chickens.	Attendees of a recent library listening session indicated no concerns with chickens - but no roosters 05/18/26 - Request from Village Administrator to review code. Chief Timm began review and provided research outcomes for consideration to update this ordinance on 06/04/26. 06/20/26 BZO chair completed review and research and recommends committee discussion on proposed changes.
145	Bicycles and Play vehicles	Revisit regulation of e-scooters and helmet requirements	

Village of Williams Bay Ordinance / Code - Completed Revisions

Code?	Code Name	Date last amended	Reason for Review	Complete / Date Adopted	Notes
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.	COMPLETE	
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.	COMPLETE	
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.	CLOSED	Addressed at July 7, 2025 Joint Board and Committee of the Whole meeting – no change as current code aligns with Wisconsin State Statute.
Code?	Children using chalk to create messages on Village streets.		Residents at 06/16/25 Board meeting requested allowing this to occur.	CLOSED	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.
128-3(J)	Alcohol Beverages>Operator’s License	3/2/2020	Consider adding surrender clause such as, “or after XX days after operator ceases operations / sales.”	COMPLETE	
189-19	Fires and Fire Prevention>Open Burning	5/16/2016	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.	COMPLETE	
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	COMPLETE	Spoke with DNR.

Ch 205, Article	Housing Standards and Rental Property. Short-Term Rental of Residential Dwellings	8/20/2018	Consider amending based on effective, enforceable codes from other Wisconsin municipalities. Consider options for effectively managing STRs within the Village. Consider how to address large-scale home building solely for STR purposes. Consider STR license application to camp entities, e.g. Holiday Home's use of AirBnB and VRBO. (resident and Code Enforcement Officer concerns)	3/2/2026	03/02/26 - Board adoption. 02/16/26 - Second reading. 01/05/2026 redlines approved by BZO. Heads to Board on 02/20/2026.
46-11A & B	Finance and Taxation - Room tax definitions		Amend to comply with amended WI Statute 66.0615 (1m) (a)	1/19/2026	Replaces "gross receipts" with "sales price"; revises definition of "hotel or motel" and "short-term rental"
390-0316G (2)	Zoning		Address temporary relocatable owned or leased public service building on public land for more than 6 months	2/16/2026	Allows for temporary EMS housing solution
390-0310M	Tourist Rooming House		Adjust for consistency to Ch. 205 Article III STRs	4/20/2026	03/02/26 - Board sent to Plan Commission. 01/05/2026 redlines approved by BZO. Heads to Plan Commission. If approved would go to Board on 2/20/2026.
331-2 (D3), E,	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.	No Change Recommended at this time	Notes by Allison- This code was more recently updated and has been working well for us.
276-4, 276-7	Property Maintenance>Exterior Premises		Furniture on curb or items accumulating in front, side, or back yards. Review to ensure ability to enforce (resident concerns)	No Change Recommended at this time	Raised at Board meetings and 6/7/25 library listening session. Primary concerns on Geneva St. and Clover.
Code?	Text amendments - zoning		Change language for text amendments so that Board initiation of request is required for zoning text amendments.	COMPLETE	Notes by Allison- Currently working on this one. Will likely be on March PC
	Bird City Renewal		Jim Killian is completing application for Bird City Renewal. They are requiring an ordinance for cats to be on leashes when outdoors. They are also requiring information about how our community regulates communication tower construction, siting, and lighting to mitigate their risk to migrating birds.	No action needed at this time.	WB does not currently include leashing cats in its ordinance, just dogs. Dave indicated the only lighting on the cell tower is what is required to be included by the FAA and restricting lighting may create a safety issue.



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE MEETING 04/27/2026 MEETING

MONDAY, APRIL 27, 2026 AT 9:00 AM
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 Vlach called the meeting to order at 9:00 AM.

II. Roll Call

Present: Trustees George Vlach, Robert Umans, Susan Franzen

Also Present: Administrator David Lothspeich

III. Discussion and Possible Action on Proposals Received for Williams Bay Fire Protection Services

There was no action taken on this item.

A. Town of Delavan - Proposal for Fire Protection Services

B. Village of Fontana - Proposal for Fire Protection Services

IV. **Closed Session** - Closed session pursuant to Wis. Stat. §19.85 (1) (e), deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, concerning proposals to provide fire protection services for the Village.

The Motion to move into Closed session pursuant to Wis. Stat. §19.85 (1) (e), deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, concerning proposals to provide fire protection services for the Village was initiated by Trustee Umans and seconded by Trustee Franzen at 9:07 am.

Votes:

Yes: Vlach, Umans, and Franzen

No: None

Abstain: None

Result: Passes

V. **Open Session** - Return to Open Session

The motion to return to Open Session was initiated by Trustee Umans and seconded by Trustee Franzen at 10:06 am. Unanimously carried.

VI. Discussion and Possible Action on Items Discussed in Closed Session

There was no action taken on items discussed in closed session.

VII. Adjourn

The motion to adjourn was initiated by Trustee Franzen and seconded by Trustee Umans at 10:07 AM. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE MEETING 04/29/2026 MEETING

WEDNESDAY, APRIL 29, 2026 AT 9:00 AM

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.**

**THE MEETING WILL BE LIVE-STREAMED ON THE VILLAGE OF WILLIAMS BAY'S
YOUTUBE, WHICH CAN BE FOUND HERE:**

[HTTPS://YOUTUBE.COM/LIVE/WLLYQLTGPWQ?FEATURE=SHARE](https://youtube.com/live/wllyqltgpwq?feature=share)

I. Call to Order

Chairman Trustee Vlach called the meeting to order at 09:01 AM.

II. Roll Call

Present: Trustees George Vlach, Robert Umans, Susan Franzen

Also Present: Trustee Russell, Williams Bay Fire Chief Doug Smith, Williams Bay EMS Captain Richard Gluth, Williams Bay Police Chief Justin Timm, Administrator David Lothspeich,

III. Discussion and Possible Action on Proposals Received for Williams Bay Fire Protection Services

There was no action taken on this item.

IV. Town of Delavan Interview - Proposal for Fire Protection Services

The Committee interviewed the Town of Delavan for Fire Protection Services.

V. Village of Fontana Interview - Proposal for Fire Protection Services

The Committee interviewed the Village of Fontana for Fire Protection Services.

VI. Adjourn

The motion to adjourn was initiated by Trustee Vlach and seconded by Trustee Umans at 10:18 AM. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



MEMORANDUM

DATE: JULY 6, 2026
TO: COMMITTEE MEETINGS
FROM:
RE: DISCUSSION AND POSSIBLE ACTION ON THE APPLICATION FOR CLASS "B" BEER AND "CLASS B" LIQUOR LICENSE FROM BIG DADDY'S LLC (D/B/A DADDY MAXWELLS)

Alcohol License approvals are contingent upon no outstanding liabilities with the Village, no delinquent wholesaler invoices, or Department of Revenue holds.

COMBINATION CLASS "B" FERMENTED MALT BEVERAGE AND "CLASS B" INTOXICATING LIQUOR LICENSE RENEWAL APPLICATIONS:

1. Big Daddy's LLC, d/b/a Daddy Maxwells, 150 Elkhorn Road., Williams Bay, WI 53191 Daniel Smith, Agent, Sales Tax Reports were provided



Village of Williams Bay Police Department

PO Box 580
250 Williams Street
Williams Bay, WI 53191



Phone: 262.245.2710

Chief Justin P Timm

Fax: 262.245.2711

To: Tina Kolls; Village Clerk
From: Justin P Timm; Chief of Police

Reference: Williams Bay Alcohol License Renewal for 2026 (Daddy Maxwells)

Ms. Kolls,

I received the Liquor License application from Daddy Maxwells. Our department has conducted background investigations as well as an on-site visit.

Based on the findings of these evaluations, I can confirm that there are no known issues or concerns that would preclude the applicant from obtaining the requested liquor license. All aspects of the review process, including compliance with applicable regulations and background requirements, have been satisfactorily addressed.

Sincerely,

Justin P Timm
Chief of Police
Village of Williams Bay Police Department



FONTANA FIRE DEPARTMENT

MONTHLY REPORT -MAY 2026



RESPONSE DATA

May 2026

RESPONSE AREA	Total	Percent
Williams Bay	41	41%
Fontana	40	40%
Walworth Township	15	15%
Mutual Aid Responses	5	5%

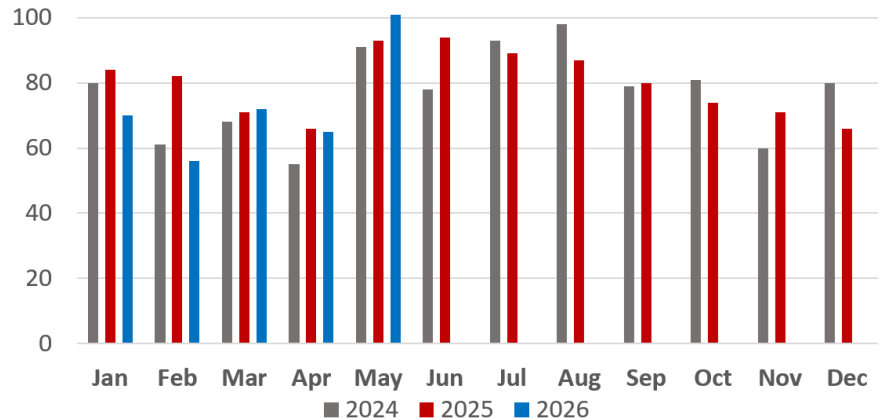
TOTAL RESPONSES 101

Response Time Report

Average Dispatched to Arrival on Scene

Williams Bay	7:01
Fontana	5:41
Walworth Township	8:10

3 YEAR TRENDS



TRAINING & CERTIFICATIONS

Joint fire training with Walworth Fire Dept Patient movement Small tools & equipment	MABAS dive team training UTV – Grass Fire training Mercy – Skills training
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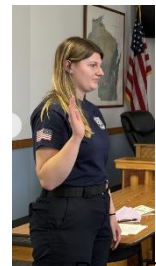
PUBLIC EDUCATION & EVENTS

- Fontana Memorial Day recognition
- Williams Bay Memorial Day recognition
- Abbey Springs fireworks display
- Aurora South Wisconsin EMS Bowling Fund Raiser
- Firetruck ride to school
- Abbey Harbor fireworks display

OPERATIONS

New Hires

- Full Time FF/EMT Vanessa Thompson
- Part Time FF/EMT Michelle De La Torre
- Paid-on-call Michel Goff
- Liquor license fire inspections
- 10 Fire Inspections & 4 Short Term Rental Inspections
- Fire hose testing completed



May 2026		
24 Hour Staffing (4 Full Time & 1 Part Time)		
DATE	24-hour	Daytime
5/1/2026	3.5	1.3
5/2/2026	5.1	0.0
5/3/2026	5.0	1.3
5/4/2026	5.5	1.0
5/5/2026	5.7	1.0
5/6/2026	5.5	1.0
5/7/2026	5.0	1.0
5/8/2026	5.8	1.0
5/9/2026	5.0	1.3
5/10/2026	5.0	1.1
5/11/2026	5.5	2.0
5/12/2026	4.4	1.0
5/13/2026	5.1	1.5
5/14/2026	5.4	1.0
5/15/2026	5.0	1.3
5/16/2026	5.0	1.3
5/17/2026	4.5	1.3
5/18/2026	5.0	1.0
5/19/2026	5.5	1.3
5/20/2026	4.1	1.0
5/21/2026	5.4	1.0
5/22/2026	5.4	1.0
5/23/2026	4.5	3.0
5/24/2026	5.0	3.0
5/25/2026	5.0	1.0
5/26/2026	4.0	4.0
5/27/2026	4.0	1.0
5/28/2026	5.0	1.0
5/29/2026	6.1	1.0
5/30/2026	5.0	1.3
5/31/2026	4.4	0.0



Village of Williams Bay

Final Pricing Summary
June 10, 2026

Kevin M. Mullen, Managing Director

kmullen@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827
rwbaird.com/publicfinance

Village of Williams Bay

Issue Summary

Description:	General Obligation Promissory Notes
Amount:	\$2,400,000
Dated & Settlement Date:	July 9, 2026
Maturities:	April 1, 2027 - 2038
First Interest Payment:	April 1, 2027
First Call Date:	April 1, 2034
Rating:	Aa2
True Interest Cost:	3.58%



VILLAGE OF WILLIAMS BAY

LONG-TERM LEVY SUPPORTED FINANCING PLAN

			2026 - FINAL				2029 - PRELIMINARY					
			\$2,400,000 GENERAL OBLIGATION PROMISSORY NOTES Dated: July 9, 2026 (First Interest: April 1, 2027)				\$6,040,000 GENERAL OBLIGATION PROMISSORY NOTES Dated: July 1, 2029 (First Interest: April 1, 2030)					
LEVY YEAR	YEAR DUE	EXISTING LEVY SUPPORTED DEBT SERVICE	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 3.58%	LESS: BID PREMIUM	TOTAL	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) AVG= 5.00%	TOTAL	FUTURE LEVY SUPPORTED FINANCINGS (A) (B)	COMBINED LEVY SUPPORTED DEBT SERVICE	YEAR DUE
2025	2026	\$853,312									\$853,312	2026
2026	2027	\$685,289	\$195,000	\$131,961	(\$63,726)	\$263,235					\$948,524	2027
2027	2028	\$691,951	\$260,000	\$95,200		\$355,200					\$1,047,151	2028
2028	2029	\$746,855	\$320,000	\$80,700		\$400,700					\$1,147,555	2029
2029	2030	\$742,368	\$55,000	\$71,325		\$126,325		\$377,500	\$377,500		\$1,246,193	2030
2030	2031	\$742,361	\$165,000	\$65,825		\$230,825	\$75,000	\$300,125	\$375,125		\$1,348,311	2031
2031	2032	\$574,872	\$175,000	\$57,325		\$232,325	\$210,000	\$293,000	\$503,000	\$139,625	\$1,449,822	2032
2032	2033	\$413,515	\$185,000	\$48,325		\$233,325	\$220,000	\$282,250	\$502,250	\$396,625	\$1,545,715	2033
2033	2034	\$416,432	\$190,000	\$38,950		\$228,950	\$230,000	\$271,000	\$501,000	\$452,750	\$1,599,132	2034
2034	2035	\$414,404	\$200,000	\$30,200		\$230,200	\$245,000	\$259,125	\$504,125	\$449,375	\$1,598,104	2035
2035	2036	\$415,610	\$210,000	\$22,000		\$232,000	\$255,000	\$246,625	\$501,625	\$448,000	\$1,597,235	2036
2036	2037	\$415,573	\$220,000	\$13,400		\$233,400	\$270,000	\$233,500	\$503,500	\$443,750	\$1,596,223	2037
2037	2038	\$211,000	\$225,000	\$4,500		\$229,500	\$285,000	\$219,625	\$504,625	\$651,375	\$1,596,500	2038
2038	2039	\$213,760					\$295,000	\$205,125	\$500,125	\$884,625	\$1,598,510	2039
2039	2040	\$211,220					\$315,000	\$189,875	\$504,875	\$883,375	\$1,599,470	2040
2040	2041	\$212,400					\$330,000	\$173,750	\$503,750	\$883,375	\$1,599,525	2041
2041	2042	\$214,200					\$345,000	\$156,875	\$501,875	\$879,750	\$1,595,825	2042
2042	2043						\$365,000	\$139,125	\$504,125	\$1,092,125	\$1,596,250	2043
2043	2044						\$380,000	\$120,500	\$500,500	\$1,095,125	\$1,595,625	2044
2044	2045						\$400,000	\$101,000	\$501,000	\$1,098,875	\$1,599,875	2045
2045	2046						\$420,000	\$80,500	\$500,500	\$1,098,500	\$1,599,000	2046
2046	2047						\$445,000	\$58,875	\$503,875	\$1,094,250	\$1,598,125	2047
2047	2048						\$465,000	\$36,125	\$501,125	\$1,096,125	\$1,597,250	2048
2048	2049						\$490,000	\$12,250	\$502,250	\$1,094,125	\$1,596,375	2049
2049	2050									\$1,595,500	\$1,595,500	2050
		\$8,175,122	\$2,400,000	\$659,711	(\$63,726)	\$2,995,985	\$6,040,000	\$3,756,750	\$9,796,750	\$15,777,250	\$36,745,107	

(A) Assumes \$2,000,000 issued every-other-year beginning in 2031. Assumes 20-year repayment using planning interest rates of 5.00%.

(B) This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as, advice.

ISSUER COMMENT

2 June 2026

RATING

Issuer Rating ¹

Aa2 No Outlook

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CLIENT SERVICES

Americas 1-212-553-1653
Asia Pacific 852-3551-3077
Japan 81-3-5408-4100
EMEA 44-20-7772-5454

Village of Williams Bay, WI

Update to credit metrics

Issuer profile

The village of Williams Bay is located in Walworth County in southeastern Wisconsin about 50 miles southwest of the city of Milwaukee, 70 miles southeast of the city of Madison (Aaa stable) and 80 miles northwest of the city of Chicago. The village provides a full range of municipal services, including public safety, public works, and municipal utilities, to around 3,000 year-round residents.

Key indicators

Exhibit 1

Williams Bay (Village of) WI

	2022	2023	2024	2025	Aa Medians
Economy					
Resident income ratio (%)	107.5%	100.8%	116.3%	N/A	114.1%
Full Value (\$000)	\$1,122,058	\$1,396,515	\$1,596,388	\$1,643,730	\$3,130,196
Population	2,947	2,967	2,981	N/A	22,330
Full value per capita (\$)	\$380,746	\$470,683	\$535,521	N/A	\$140,110
Annual Growth in Real GDP	2.0%	2.7%	N/A	N/A	1.9%
Financial Performance					
Revenue (\$000)	\$7,249	\$9,199	\$9,354	\$10,470	\$57,424
Available fund balance (\$000)	\$4,880	\$5,964	\$6,173	\$8,408	\$31,108
Net unrestricted cash (\$000)	\$9,785	\$9,783	\$8,399	\$10,222	\$43,921
Available fund balance ratio (%)	67.3%	64.8%	66.0%	80.3%	56.8%
Liquidity ratio (%)	135.0%	106.4%	89.8%	97.6%	80.3%
Leverage					
Debt (\$000)	\$18,102	\$17,144	\$16,334	\$19,201	\$38,979
Adjusted net pension liabilities (\$000)	\$5,844	\$2,925	\$2,974	\$2,082	\$36,275
Adjusted net OPEB liabilities (\$000)	\$0	\$0	\$0	\$0	\$3,698
Other long-term liabilities (\$000)	\$268	\$293	\$254	\$282	\$1,773
Long-term liabilities ratio (%)	334.0%	221.3%	209.1%	206.0%	175.0%
Fixed costs					
Implied debt service (\$000)	\$446	\$1,264	\$1,191	\$1,130	\$2,605
Pension tread water contribution (\$000)	\$55	\$143	\$124	N/A	\$1,547
OPEB contributions (\$000)	\$0	\$0	\$0	\$0	\$167
Implied cost of other long-term liabilities (\$000)	\$17	\$19	\$20	\$18	\$122
Fixed-costs ratio (%)	7.1%	15.5%	14.3%	12.1%	9.6%

For definitions of the metrics in the table above please refer to the [US Cities and Counties Methodology](#) or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published [US Cities and Counties Median Report](#).

The real GDP annual growth metric cited above is for the Whitewater, WI Micropolitan Statistical Area.

Sources: US Census Bureau, Williams Bay (Village of) WI's financial statements and Moody's Ratings, US Bureau of Economic Analysis

VIBRANT SPACES GRANT

ENCOURAGING PLACEMAKING EFFORTS IN WISCONSIN COMMUNITIES

The **Vibrant Spaces Grant**, an element of the Wisconsin Economic Development Corporation's (WEDC's) Community Development Investment (CDI) Grant Program, is designed to assist communities in creating vibrant and engaging spaces that make it easier to recruit and retain residents, sustain a robust labor force, and enhance local quality of life. With the help of this grant, new and enhanced public gathering places will foster community connections and provide accessible locations for the programming and amenities local residents desire—with the additional benefit of boosting foot traffic for area businesses.

How it works

Grants in amounts from \$25,000 to \$50,000 are available to help local communities develop and enhance public spaces. The application must come from the municipality, and only one application per municipality will be considered per fiscal year. Previous awardees must wait at least one fiscal year between Vibrant Spaces awards (except for the City of Milwaukee, in which different commercial corridors may apply for a grant award annually). A Vibrant Spaces Grant application does not affect a community's broader eligibility for a CDI Grant. In the FY26 grant cycle, no more than 40 grants will be awarded. Applicants must provide a 1:1 match of the grant amount, with the exception of economically distressed communities or communities with population less than 5,000, which need only provide a 25% match.

Eligibility requirements

Competitive projects will:

- Incorporate multiple improvements within or associated with one public space.
- Demonstrate community engagement and support via a community document/plan and/or via letters of support from public, private, and civic partners.
- Be ready to begin construction during the current WEDC fiscal year.
- Create visible and lasting transformations that foster public activity.

Eligible activities

Applications will be evaluated based on criteria including:

- Creation of visible and pedestrian-oriented public space
- Potential of the space to attract multiple user groups and activities

LEARN MORE

For more information about applying for a Vibrant Spaces Grant, contact a WEDC regional economic development director.

You can find the list of regional directors and territories covered at wedc.org/regional.

- Impact of the project on the community, the district, and nearby businesses
- Demonstrated community support for the project (e.g., multiple funding partners, civic organization participation)



Community Development Investment Program

Program Guidelines for Fiscal Year 2026

Lead Division: Business and Community Development

☐ New ☒ **Revised** 7/1/2025

☒ **Grant** ☐ **Loan** ☐ **Tax Credit** ☐ **Technical Assistance**

Introduction

Background Information: The Community Development Investment (CDI) program will support urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects emphasizing commercial corridor driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

Program's Purpose: The program will support urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects emphasizing commercial corridor driven efforts.

Eligibility Requirements

Eligible Applicants: Community Development Investment grant applicants must meet the following criteria:

- Be a municipality (including counties, cities, villages, and towns), Tribal entity, other governmental authority, or a private developer designated by a municipality to apply on its behalf
- Provide a signed resolution by the elected governing body authorizing the submittal of the application(s) to the CDI Grant Program.
- Propose a project that does one or more of the following:
 - Develops significant destination attractions.
 - Rehabilitates and reuses underutilized or landmark buildings.
 - Infill development.
 - Historic preservation.
 - Infrastructure efforts, including disaster prevention measures, providing substantial benefits to downtown residents or property owners.
 - Mixed-use development (not exclusively residential).

Vibrant Spaces: The Vibrant Spaces funds are awarded to communities for investment in public projects that will enhance the community as an attractive place to live. The project must demonstrate a measurable quality of life enhancement to the community in a proactive, collaborative, community-driven effort.

Eligible applicants must:



- Be a municipality (including counties, cities, villages, and towns), Tribal entity, or other governmental authority.
- Provide a signed resolution by the elected governing body authorizing the submittal of the application(s) to the CDI-VS Grant Program.

Eligible Use of Funds: Development CDIs can fund the following activities:

- Building renovation
- Historic preservation
- Demolition
- New construction
- Infrastructure investment
- Building Relocation of CDI project property

An applicant that was impacted by an event that has resulted in a State or Federal Disaster Declaration within the 24 months prior to applying may receive funds for mitigation or preparedness planning and will receive additional considerations including the following:

- WEDC may reduce or waive the match requirements
- Applicants must demonstrate that other funding mechanisms (CDBG, WI Disaster Fund, FEMA, etc.) have been evaluated and fully utilized before applying for WEDC CDI Grant funding.

Vibrant Spaces: Vibrant Spaces grants can fund site-specific improvements that foster commercial corridor activation such as the following activities:

- Public Space Enhancements (including, but not limited to alleys, programmable plazas and park spaces). Enhancements can include landscaping, lighting, art, water features, and other fixtures.
- Public Signage within the space (e.g. wayfinding, interpretative signage, kiosks)
- Seasonal equipment with the intent to be used annually (such as tables, chairs, benches, bike racks, etc.)
- Parklets, parking lot conversions, or parking space conversions
- New public infrastructure projects (including site preparation and build-out of performance areas, programmable spaces and public restrooms to serve public spaces, and electrical)

Ineligible Use of Funds: Activities ineligible for program assistance or match include, but are not limited to:

- Event, staffing, and programming
- Buildings including demolition and new buildings (except for restrooms)
- Private spaces that are not open to the public
- Single-use spaces or sporting courts/facilities
- Activities that are otherwise eligible to be funded through other programs offered by WEDC
- Past costs
- In-kind contributions
- Indirect expenses (a.k.a. "soft costs")
- Ongoing maintenance costs



Matching: The applicant must provide matching funds in an amount of 3:1 of the CDI Grant being requested. In any of the following circumstances, the matching funds requirement is reduced to 1:1:

- The project is located in an Economically Distressed or Rural Community.
- The project is located in an Opportunity Zone.
- A key component of a secured/defined development is to provide childcare services or expand housing availability.
- For applicants where the project is in the designated district of a WEDC Main Street Community.

No more than 50% of eligible project costs may consist of other state and/or federal grant sources, excluding federal ARPA funds; exceptions can be made for projects utilizing federal ARPA funds.

Vibrant Spaces: The applicant must provide matching funds in the amount of 1:1 of the Vibrant Spaces grant being requested. Economically distressed communities (see definition below) or communities with populations of under 5,000 must provide a match of 25% of the grant being requested.

Available Incentives

FY26: \$ 5,250,000

Vibrant Spaces: \$ 1,000,000

Award Sizes: The maximum Development CDI grant may not exceed \$250,000.

Vibrant Spaces grants will be between \$25,000 and \$50,000.

Awards per Applicant: No more than one grant per fiscal year shall be located within the boundary of a municipality, unless the applicant is in an economically distressed community or opportunity zone; in which case applicants can apply for up to two CDI grants per fiscal year.

Vibrant Spaces: Applicants may receive one Vibrant Spaces Grant every two fiscal years. In each fiscal year, applicants can only receive one Vibrant Spaces award per community/municipal boundary, except for the City of Milwaukee, which annually may apply for and receive a Vibrant Space award for one or more commercial corridors. Receiving a Vibrant Spaces grant does not preclude a community from applying for general CDI grants.

WEDC anticipates 20% of Vibrant Spaces to be awarded to communities under 5,000 in population.

Activities and Expected Outcomes

Assist 21 communities and achieve a 12:1 leverage of other investment.



Vibrant Spaces: Assist communities in creating a community space for public use in their commercial corridor and achieve a 1:1 leverage of other investment.

Impact: Funded activities should lead to measurable benefits in property values and/or leveraged investment by local and private partners.

Vibrant Spaces: Funded activities should lead to an increase in site usage and overall visitor traffic to the corridor, adding to the commerce potential for local businesses.

Metrics: As a community development program focused on real estate development, performance reporting metrics for CDI are focused around measuring eligible site work cost. CDI program metrics include the following list, and each project will include one or more of these metrics in its reporting requirements depending on the project's specified use of funds.

- Capital Investment
- Site Work
- Leverage – Total

Vibrant Spaces:

- Capital Investment
- Site Work
- Leverage – Total

Review Considerations: WEDC may take the following into account when considering a CDI award:

- Impact on the community.
- Located in an Economically Distressed community.
- Financial justification.
- Previous planning efforts.
- Alignment with Comprehensive Economic Development Strategy (CEDS)/Economic Development District (EDD) plan for the region.
- Readiness to proceed demonstrated by financial commitments in place.
- Involvement of public-private partnerships and public/community support and collaboration.
- Demonstrates involvement of diverse businesses, including women and veteran owned contractors, in eligible project costs.
- Primary building occupant is a diverse-, woman-, or veteran-owned business(es).
- Primary building purpose serves the communities of diverse-, women-, veteran-, or low- and moderate-income individuals.
- Clean energy technology investments included in the project (ex. solar panels, electric vehicle charging stations, use of state energy audit and/or energy rebate programs, etc.).
- Quality Urban Design: balancing preservation of existing heritage structures and streetscapes with new development.
- Other factors determined by WEDC.



Vibrant Spaces: WEDC may take the following into account when considering a Vibrant Spaces award:

- Demonstrated community support and partnerships.
- Impact on community, district, and businesses.
- Space attracts multiple user groups/activities.
- Visible pedestrian-oriented public space.
- Project readiness to proceed demonstrated by financial commitments in place.
- Alignment with destination creation strategies, including four-season use, and day and night activation potential.

Application Guideline

Timeline: The Development CDI and CDI-Vibrant Spaces programs have continuous application processes.

How to Apply: An interested applicant should contact a WEDC Account Manager to determine if their project is right for the program. Upon review of the project, and alignment with eligibility criteria, an applicant will be invited to submit their application through Network Wisconsin.

Award Process: The completed application will be assigned to an underwriter and go through the award review process.

Performance Reporting: Recipients must annually submit a performance report documenting capital investment, assessed taxable property values, and any other contract deliverable. Vibrant Spaces recipients will submit one performance report at the project's completion.

WEDC annually selects awards over \$100,000 on a sample basis for an audit. All backup to the performance report and financial records are required to be maintained by the Recipient for a period of at least three (3) years after the last performance report is due.

WEDC may impose additional reporting requirements to evaluate project performance and to ensure compliance with contract deliverables.

Helpful Information

Definitions:

"Economically Distressed" - a county or municipality so designated by WEDC by considering the most current area and state data available for the following indicators:

- Unemployment rate
- Percentage of families with incomes below the poverty line
- Median family income
- Median per capita income
- Average annual wage
- Manufacturing assessment values by county



- Other significant or irregular indicators of economic distress – such as a natural disaster, or plant closings and layoffs

“Opportunity Zone” - a designated qualified opportunity zone in the State of Wisconsin under Internal Revenue Code § 1400Z-1.

“Rural Community” - a city, village, or town with a population less than 5,000.

Revision History

Program Inception – Fiscal Year 2013

- 7/1/2017: Consideration of multiple applications per community per fiscal year when funding is available, removes limitation of one CDI or BF grant per project, Added project or site development planning as eligible activity
- 7/1/2018: Allow applicants in a Designated Rural County to receive more than one grant per fiscal year, Reserve 50 percent of program funding for projects in a Designated Rural County
- 7/1/ 2019: Allow applicants in an Opportunity Zone to receive more than one grant per fiscal year; allow recipients to submit performance reports annually; clarify performance reporting requirements
- 7/1/2020: Expanded eligibility and funding for COVID-19 recovery initiative.
- 7/1/2021: Eliminated temporary CARES Act provisions; removed eligibility for planning projects; replaced Designated Rural County with Economically Distressed; added consideration for diverse businesses
- 7/1/2022: Expands considerations to determine making a CDI Grant; Adds Vibrant Spaces Pilot
- 7/1/2023: Defines Rural Community; reduces match requirement for rural communities and projects with key components of providing childcare our expanding housing availability; allows for developers to be the applicant/recipient entity.
- 7/1/2024: Expands eligible use of funds; updated review considerations to include clean energy investments; funds Vibrant Spaces
- 7/1/2025: Updates Vibrant Spaces to non-competitive; reduced Vibrant Spaces match requirement for projects in Economically Distressed Communities or communities under 5,000 in population; restricts number of applications per community

Vibrant Spaces Grant



APPLICATION CHECKLIST AND INSTRUCTIONS

Network Wisconsin

Applicants will be required to submit applications through Network Wisconsin. Contact your Regional Economic Development Director to receive a grant application and instructions on how to use Network Wisconsin. WEDC Regional Director map and contact info.: wedc.org/regional

Project Deliverables

All project contracts will require:

- Start the project in WEDC's FY26. End the project and final performance report within two (2) years.
- Photos of the completed project
- WEDC logo on project signage
- Narrative identifying project impact including: the increase in the number and type of audiences using the space, impact on nearby businesses, number of events held

Application Checklist

- 1) Municipal resolution to apply.
- 2) Relevant community plan, records/minutes indicating previous project identification/discussion and/or letters of support that identify the project as a positive community investment.
- 3) Completed budget and cost estimates.
- 4) Photos and plans for the space (pictures of the amenities to be installed or project renderings).

FREQUENTLY ASKED QUESTIONS

Project Selection

Project elements:

- 1) My space is specifically designed for one use, but will be open to others to use, is it eligible? **Answer:** No, projects must accommodate multiple uses.
- 2) Is a project to build new pickle ball courts eligible? **Answer:** No, because projects must accommodate multiple user groups and activities.
- 3) Is my boat ramp and fishing pier eligible? **Answer:** If the ramp and pier are elements of a projects improving a space accessible and visible from a commercial corridor and are part of a broader project, they are eligible, but standalone waterfront projects or those not adjacent to commercial uses would not be.
- 4) Are streetscaping elements eligible? **Answer:** Landscaping and public amenities within a defined space are eligible. Streetscaping or amenities for an entire corridor are not.
- 5) Are alley improvements eligible? **Answer:** Yes, but the alley should be a defined space that can be programmed for use. Alley improvements over multiple blocks and/or alleys that do not cater to pedestrians are not eligible.
- 6) Can the grant be used to renovate the inside and outside of a building in the space? **Answer:** The only interior renovations allowed inside of buildings are the construction (and renovation) of restrooms. Other renovations to the structure are not eligible (Those elements in the space - e.g. concessions - could be done separately from the grant).
- 7) Can the space be fenced and have operating hours for public use? Can the space be used for private events? **Answer:** Yes, provided that the space is generally accessible to the public, it may be fully/partially fenced to accommodate certain activities. Operating hours (such as nighttime closures of restrooms) are permissible. Private events may also be permitted – as often seen in other municipal public spaces.
- 8) Is fencing an eligible expense? **Answer:** Yes, if it is associated with the space.
- 9) Would relocation of a memorial be an allowable expense as part of the overall project? **Answer:** Site preparation is eligible as a match, so the grading work associated with the relocation would be a match. The relocation itself would be outside of the grant and not eligible as a match expense.
- 10) Would a PA system be eligible? **Answer:** Yes, as long as its use is related to the space.

Project location:

- 11) Can the project be located on privately-owned property? **Answer:** Yes, but the site/property does need to be publicly accessible. If privately-owned, then a multi-year lease agreement or formal Memorandum of Understanding will be needed as well as property owner permission to carry out activities on the site.
 - a. How long does the lease term need to be? **Answer:** Suggestion of two years or more.
- 12) Can the grant be used in a neighborhood park that isn't necessarily in a downtown space? **Answer:** Yes, but only if you can show the impact to neighborhood businesses.

Project Logistics and Funding

Applicants:

- 1) Can previous Vibrant Spaces grant recipients apply? **Answer:** Applicants may receive one award every two fiscal years, except for the City of Milwaukee, in which different commercial corridors may apply for and receive a VS award annually.
- 2) How do you define a community? **Answer:** Municipal boundaries define a community. One (1) application per community is allowed due to limited funds.

LOOK FORWARD ➤

FREQUENTLY ASKED QUESTIONS, CONT.

- 3) Does the municipality have to be the entity carrying out the project? **Answer:** No, the municipality has to be the applicant and pass a resolution in support of the project, but the space can be built out/managed/programmed by community partners including but not limited to Business Improvement Districts, Chambers, Downtown Associations, Arts Districts, Libraries, etc.
- 4) Can the County or Redevelopment Authority (RDA) apply on behalf of a project in a municipality in the region? **Answer:** Yes, a County or RDA may be the applicant for a project, but only one application per municipal boundary will be accepted regardless of the applicant.
- 5) Can contiguous municipalities submit coordinated applications relating to projects such as a bicycle/pedestrian trail that would connect multiple communities? **Answer:** Trail extension is not eligible, but trail head and gathering spaces along trails that would benefit commercial district businesses, and that will be used for multiple audiences, are eligible. If a space spans municipalities, is recommended that one or both municipalities submit grants for their portion of the project, as contracts will be with a single entity.
- 6) How do we find out who to contact at our local municipality? **Answer:** Contact your WEDC Regional Director and they will provide you with the appropriate community contact information.

Funding:

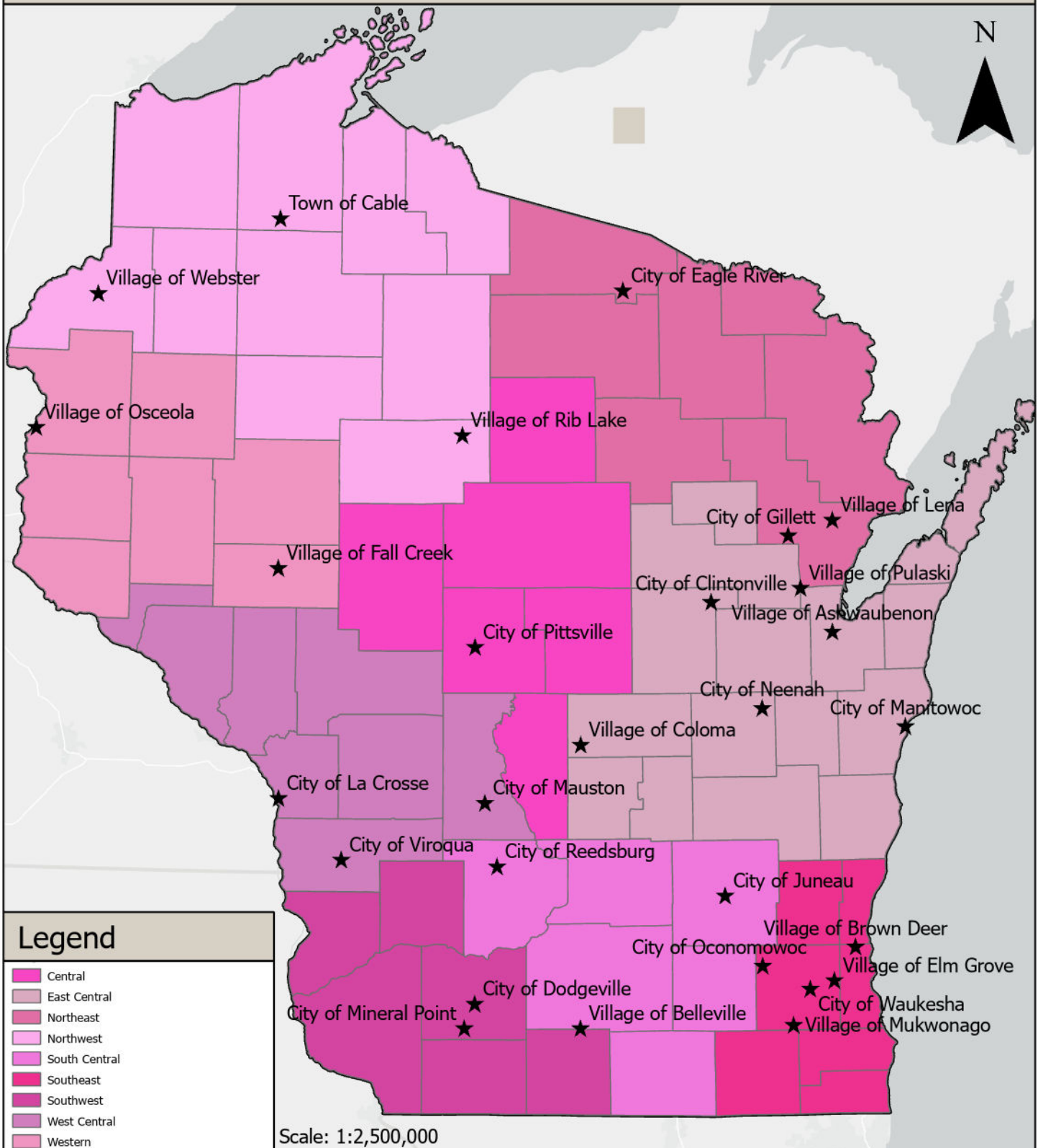
- 7) Do I have to have all 'match sources' secured at the time of application? **Answer:** At the time of application, WEDC will look to have 80% of total project funding secured, the remaining should have a strong plan in place to get funding commitments secured.
- 8) WEDC will allow a total of two (2) draw requests for the project. Grant funds will be disbursed on a pro-rata basis to match the amount of matching funds identified with the draw(s).
- 9) Is ongoing maintenance of the site eligible? **Answer:** No, but we encourage applicants to have a plan to maintain their project/installation and to address that plan in their application.
- 10) What are eligible grant and match activities? **Answer:** Eligible activities include the following:
 - a. Public Space Enhancements (projects activating alleys, programmable park spaces, vacant parcels, and underutilized parking lots including elements such as public art, landscaping, benches, bike racks, etc.)
 - b. Public Signage (wayfinding, interpretive signage, kiosks and other signage located in and associated with the space)
 - c. Public Infrastructure (restrooms, water features, electrical, lighting, site preparation)
 - d. Seasonal Equipment with the intent to use annually (tables, chairs, umbrellas, heaters)
 - e. Site preparation such as grading, stormwater, etc. (Both grant and match eligible in FY23.)
- 11) What are ineligible grant and match activities? **Answer:** Ineligible activities include the following:
 - a. Building improvements (other than restrooms for public space use) – no interior renovations
 - b. District- or community-wide improvement projects
 - c. Events, staffing, programming, ongoing maintenance
 - d. Private spaces not open and accessible to the public
 - e. Site acquisition costs and lease costs
 - f. Activities otherwise eligible to be funded through other WEDC programs
 - g. In-kind contributions of materials or labor
 - h. Demolition
- 12) Can donated goods or services be used as match for the grant? **Answer:** No, but the value/impact of the donations should be summarized in the narrative.

LOOK FORWARD ➤

FREQUENTLY ASKED QUESTIONS, CONT.

Grant Application and Process

- 1) How long do we have to complete the project? **Answer:** Project must start after the application is accepted into WEDC's Underwriting. Contracts will be for two (2) years.
- 2) Is the space design expected to be final by the time of application? **Answer:** No, but a close representation of the future space needs to be provided with the application to have an accurate budget, and stakeholder/partner consensus regarding the project and process must be very well defined within the application.
- 3) If we are planning to start some of the project before we submit a VS application, can we still apply? **Answer:** Yes, once a completed application is received (and accepted as complete into WEDC's Underwriting), costs incurred on and after the acceptance date may be considered eligible as match, assuming the grant is awarded. Project elements completed prior to that date will not be eligible for match or reimbursement, but prior progress does not impact the eligibility for funding of the space. Provided sufficient costs remain after the acceptance date to support both match and funding, projects may still apply.
- 4) Can your project be out to bid, but just not have started yet? **Answer:** Yes.
- 5) Is a project eligible to apply that already has site work started? **Answer:** Yes, but the date the application is accepted into WEDC's Underwriting is the "start date" for the project. Only after the "start date" will expenses be considered grant and match eligible.
- 6) If I don't have a community plan that identifies the project, what other documentation would be acceptable to provide? **Answer:** Meeting minutes, news articles, community meeting announcements, and/or documentation of the conversations/meetings that have been had to date with partners/stakeholders regarding the project.
- 7) Are there any requirements or advantages for rural or low-income areas? **Answer:** Yes. Match requirement has been reduced from 50% to 25% for CDI-VS grants in which:
 - o The project is in an Economically Distressed Community.
 - o The project is in a community under 5,000 people.
 - Twenty percent of annual CDI-VS funding will be intended to finance projects in communities under 5,000 in population.
- 8) Deadline for Regional Directors to submit applications into Underwriting for FY26 funding is February 1, 2026.



**BUILDING INSPECTION SERVICES CONTRACT BETWEEN
THE VILLAGE OF WILLIAMS BAY AND MUNICIPAL CODE ENFORCEMENT, LLC**

THIS AGREEMENT is between the **Village of Williams Bay, P.O. Box 580, 121 N. Walworth Avenue, Williams Bay, WI 53191**, (hereinafter “**Village**”) and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter “**MCE**”) as of this **22nd** day of **March, 2026**.

RECITALS:

WHEREAS, the Village requires building inspection services; and

WHEREAS, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of permits; and

WHEREAS, the Village and MCE desire to contract with each other for such building inspection services as set forth herein, to be provided by MCE to the Village; and

WHEREAS, the Village agrees to compensate MCE at the rate set forth herein for performing these services.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

1.) SCOPE OF SERVICES – MCE agrees to provide the Village with the following building inspection services:

- **Meeting Attendance**

- MCE shall attend all regularly scheduled Plan Commission, Extraterritorial Zoning, and Staff Plan Review meetings and any additional meetings as may be required by the Village.

- **Office Hours**

- MCE agrees to maintain office hours as follows:
 - Three regularly scheduled office hours on _____ of each week from _____ to _____. In addition, MCE shall maintain up to seven additional office hours per week as required to complete the inspection services to be provided pursuant to this contract. Weekend and evening inspections to be provided on an as-needed basis, as arranged between MCE and permit applicants. . .

- **Personnel**

- MCE shall provide State Certified Inspectors to perform all work covered by this contract and shall provide copies of current certifications to the Village Clerk on or before January 1 of each contract year. MCE will employ a sufficient number of

experienced and knowledgeable employees to perform all services covered by this contract in a timely, polite, courteous and prompt manner. MCE shall determine appropriate staffing levels and promptly inform the Village of any reasonably anticipated or known employment-related actions which may affect the performance of the covered services. Additional certified staffing resources shall be made available to the Village when assigned personnel is unavailable. MCE shall notify the Village in writing prior to any change in the primary building inspector assigned to the Village.

- **Inspection Services**

- MCE will perform all required building inspections in accordance with applicable state codes and village ordinances. This shall include examining and processing building plans as required by the applicable codes, processing building permits, coordinating, performing and completing required inspections for permitted building construction, as well as billing and collecting the proper fees from applicants. Payments are to be forwarded to the Village for processing pursuant to the procedure prescribed by the Village Treasurer. This shall include forwarding all documentation and other information as required by the Treasurer.

- **Communications**

- MCE agrees to provide timely responses to all resident inquiries, permit applications and complaints.
- Inspection results shall be entered into the permit system and communicated to the applicant within one (1) business day of inspection.
- Phone calls and emails shall be responded to within one (1) business day.
- Permit inquiries shall be responded to within three (3) business days.

2.) DUTIES – MCE shall perform the building inspection services set out in the Scope of Services above for the Village.

3.) EQUIPMENT AND SUPPLIES – MCE will supply all necessary vehicles and field tools required to perform inspections and administrative duties. This will include, but is not limited, to all required codebooks, technical manuals and inspection equipment.

4.) COMPENSATION – The Village shall pay MCE for the services performed under this Contract within the Scope of Services as set forth below:

- **Building Inspection Services**

- Compensation for Building Inspection Services is as follows:
 - Residential and Commercial Construction - **50 percent (50%)** of all Permit Fees collected by MCE and/or Village and receipted by Village based on the applicable Building Permit Fee Schedule.
 - Meeting Attendance – No additional charge.

- MCE shall adhere to the billing procedures prescribed by the Village Treasurer. Invoices shall be submitted to the Village Treasurer on a monthly basis with such information and documentation as may be required by the billing procedure.
- **Time of Performance**
 - Inspection response time standards
 - Inspection requests received before noon shall be scheduled within two (2) business days
 - Inspection requests received after noon shall be scheduled within three (3) business days
 - Permit review turnaround standards
 - Residential: five (5) business days
 - Commercial: ten (10) business days
 - Resubmittal: five (5) business days

5.) TERMS OF CONTRACT – This contract shall begin July 6, **2026** and end on **December 31, 2027**. This contract shall automatically renew, unless an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

6.) DOCUMENTS AND OPEN RECORDS REQUESTS – All contractor permitting and project documentation will be managed in-house by MCE and stored directly on the Village's hard drive. All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the Village and shall be turned over to the Village upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the Village of Williams Bay within five (5) business days of written request to MCE.

7.) BUILDING PERMIT ADMINISTRATION – MCE shall utilize the following building permit administration and record-keeping system.

- **Building Permits**

- Standard building permit applications will be accepted in both hardcopy and digital format. Upon approval a standard building permit card will be issued for each project and made available to the applicant for display as required.

- **Permit Administration Documentation**

- All permit related documentation will be scanned and maintained in digital format on the village's hard drive. In addition, a complete hard copy file will be retained within the corresponding property file. All inspections will be documented using a standardized inspection report form. Inspection records

will be maintained in both digital and physical formats.

- **Activity Log**

- Each permit will be assigned a standardized permit number and recorded in a centralized digital log. This log shall be accessible to all authorized village staff.

8.) MONTHLY REPORT – MCE shall provide the Village Administrator with a monthly report containing the following information for the preceding month:

- Number of permits issued
 - Average permit review time
 - Inspections completed
 - Average inspection scheduling time
 - Failed inspections
 - Open permits of more than 90 days
 - Open permits of more than 180 days
 - Number of complaints received including dates received
 - Number of complaints resolved including dates resolved

9.) TERMINATION WITHOUT CAUSE – Notwithstanding the contract term specified in this contract, both the Village and MCE shall have the right to terminate this contract, without cause, by giving 90 days' written notice to the other party. Upon termination, all data generated by MCE pursuant to this contract remains the property of the Village, and shall be made available to the Village by MCE. MCE shall be entitled to receive payment for work completed. Where a permit has been issued, a fee collected, and which is open at the time of termination, permit administration may be completed through final inspection by MCE if approved by the Village. MCE's obligation is met upon completion of final inspection or permit expiration. Alternatively, the Village may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to the percent of completed construction as determined by MCE and mutually agreed upon by the parties.

10.) TERMINATION WITH CAUSE – Notwithstanding the contract term specified in this contract, the Village of Williams Bay shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactory work. In the event the Village decides to terminate the contract for failure to perform satisfactorily, the Village shall provide MCE at least thirty (30) days' written notice prior to the date of termination. Upon termination, all data generated by MCE pursuant to this contract remains the property of the Village, and shall be made available to the Village by MCE

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date

of termination that were accepted by the Village.

11. ASSIGNMENT – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the Village.

12. INSURANCE – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the Village Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:

- General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
- Automobile Liability Insurance – One Million Dollars (\$1,000,000.00) occurrence and Two Million Dollars (\$2,000,000.00) aggregate.
- Professional Errors and Omissions – One Million Dollars (\$1,000,000.00).
- Workers Compensation Insurance as Required by Statute.
- The Village of Williams Bay shall be named as an additional insured on MCE's insurance policies, on a primary and noncontributory basis, with subrogation rights against the Village waived.

13. INDEPENDENT CONTRACTOR – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the Village of Williams Bay and shall not be entitled to any benefits enjoyed by employees of the Village. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the Village while acting within the scope of the services performed under this contract.

14. INDEMNIFICATION – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the Village, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the Village, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee, representative, or agent of MCE. MCE shall have

no obligations under this section to the extent that any Claim arises as a result of MCE's compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the Village and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and caselaw. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

15.) NOTICES – All notices and communications provided for under this agreement shall be delivered or mailed first class with postage prepaid, addressed in each case as follows, until another address

shall have been designated in the written notice given in like manner, and shall be deemed to have been given or made when delivered or mailed as follows:

TO VILLAGE: Village Administrator
P.O. Box 250
121 North Walworth Avenue
Williams Bay, WI 53191

TO MCE: MCE
P.O. Box 62
Delavan, WI 53115

16.) APPLICABLE LAW – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

17.) SEVERABILITY – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

18.) MISCELLANEOUS

- **Integration and Amendment**

- This Agreement may be amended, modified or superseded only by a written agreement executed by both the Village and MCE.

- **Waiver**

- The failure of the Village or MCE at any time or times to require performance of any provision of this Agreement shall not affect the right at a later time to enforce that provision. No waiver of any breach of any term contained in this Agreement, whether by conduct or otherwise, shall be deemed as a further or continuing waiver of such breach or a waiver of any other term contained in this Agreement.

- **Counterparts and Copies**

- This Agreement may be fully executed in separate counterparts by each of the parties. Such counterparts when combined shall constitute but one and the same instrument. The counterparts may be exchanged electronically via e-mail or facsimile transmission, which shall be deemed an original. A copy of this Agreement shall have the same force and effect as the original

- **Successors and Assigns**

- This Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and allowed assigns

19.) ENTIRE AGREEMENT – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

Allison Schwark, Municipal Code Enforcement, LLC

Date:_____

Name, Title

Date:_____

ATTEST

Name, Title

Date:_____

**TORNADO
TREE REPLACEMENT
FALL 2025**

FINANCED BY

**WILLIAMS
BAY
LIONS CLUB**



DOG PARK SHELTER

SPRING 2025

FINANCED BY

**WILLIAMS
BAY
LIONS CLUB**





Village of Williams Bay Police Department

PO Box 580
250 Williams Street
Williams Bay, WI 53191



Phone: 262.245.2710

Chief Justin P Timm

Fax: 262.245.2711

To: Tina Kolls; Village Clerk
From: Justin P Timm; Chief of Police

Reference: Williams Bay Alcohol License Renewal for 2026 (Daddy Maxwells)

Ms. Kolls,

I received the Liquor License application from Daddy Maxwells. Our department has conducted background investigations as well as an on-site visit.

Based on the findings of these evaluations, I can confirm that there are no known issues or concerns that would preclude the applicant from obtaining the requested liquor license. All aspects of the review process, including compliance with applicable regulations and background requirements, have been satisfactorily addressed.

Sincerely,

Justin P Timm
Chief of Police
Village of Williams Bay Police Department

VIBRANT SPACES GRANT

ENCOURAGING PLACEMAKING EFFORTS IN WISCONSIN COMMUNITIES

The **Vibrant Spaces Grant**, an element of the Wisconsin Economic Development Corporation's (WEDC's) Community Development Investment (CDI) Grant Program, is designed to assist communities in creating vibrant and engaging spaces that make it easier to recruit and retain residents, sustain a robust labor force, and enhance local quality of life. With the help of this grant, new and enhanced public gathering places will foster community connections and provide accessible locations for the programming and amenities local residents desire—with the additional benefit of boosting foot traffic for area businesses.

How it works

Grants in amounts from \$25,000 to \$50,000 are available to help local communities develop and enhance public spaces. The application must come from the municipality, and only one application per municipality will be considered per fiscal year. Previous awardees must wait at least one fiscal year between Vibrant Spaces awards (except for the City of Milwaukee, in which different commercial corridors may apply for a grant award annually). A Vibrant Spaces Grant application does not affect a community's broader eligibility for a CDI Grant. In the FY26 grant cycle, no more than 40 grants will be awarded. Applicants must provide a 1:1 match of the grant amount, with the exception of economically distressed communities or communities with population less than 5,000, which need only provide a 25% match.

Eligibility requirements

Competitive projects will:

- Incorporate multiple improvements within or associated with one public space.
- Demonstrate community engagement and support via a community document/plan and/or via letters of support from public, private, and civic partners.
- Be ready to begin construction during the current WEDC fiscal year.
- Create visible and lasting transformations that foster public activity.

Eligible activities

Applications will be evaluated based on criteria including:

- Creation of visible and pedestrian-oriented public space
- Potential of the space to attract multiple user groups and activities

LEARN MORE

For more information about applying for a Vibrant Spaces Grant, contact a WEDC regional economic development director.

You can find the list of regional directors and territories covered at wedc.org/regional.

- Impact of the project on the community, the district, and nearby businesses
- Demonstrated community support for the project (e.g., multiple funding partners, civic organization participation)



Community Development Investment Program

Program Guidelines for Fiscal Year 2026

Lead Division: Business and Community Development

☐ New ☒ Revised 7/1/2025

☒ Grant ☐ Loan ☐ Tax Credit ☐ Technical Assistance

Introduction

Background Information: The Community Development Investment (CDI) program will support urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects emphasizing commercial corridor driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

Program's Purpose: The program will support urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects emphasizing commercial corridor driven efforts.

Eligibility Requirements

Eligible Applicants: Community Development Investment grant applicants must meet the following criteria:

- Be a municipality (including counties, cities, villages, and towns), Tribal entity, other governmental authority, or a private developer designated by a municipality to apply on its behalf
- Provide a signed resolution by the elected governing body authorizing the submittal of the application(s) to the CDI Grant Program.
- Propose a project that does one or more of the following:
 - Develops significant destination attractions.
 - Rehabilitates and reuses underutilized or landmark buildings.
 - Infill development.
 - Historic preservation.
 - Infrastructure efforts, including disaster prevention measures, providing substantial benefits to downtown residents or property owners.
 - Mixed-use development (not exclusively residential).

Vibrant Spaces: The Vibrant Spaces funds are awarded to communities for investment in public projects that will enhance the community as an attractive place to live. The project must demonstrate a measurable quality of life enhancement to the community in a proactive, collaborative, community-driven effort.

Eligible applicants must:



- Be a municipality (including counties, cities, villages, and towns), Tribal entity, or other governmental authority.
- Provide a signed resolution by the elected governing body authorizing the submittal of the application(s) to the CDI-VS Grant Program.

Eligible Use of Funds: Development CDIs can fund the following activities:

- Building renovation
- Historic preservation
- Demolition
- New construction
- Infrastructure investment
- Building Relocation of CDI project property

An applicant that was impacted by an event that has resulted in a State or Federal Disaster Declaration within the 24 months prior to applying may receive funds for mitigation or preparedness planning and will receive additional considerations including the following:

- WEDC may reduce or waive the match requirements
- Applicants must demonstrate that other funding mechanisms (CDBG, WI Disaster Fund, FEMA, etc.) have been evaluated and fully utilized before applying for WEDC CDI Grant funding.

Vibrant Spaces: Vibrant Spaces grants can fund site-specific improvements that foster commercial corridor activation such as the following activities:

- Public Space Enhancements (including, but not limited to alleys, programmable plazas and park spaces). Enhancements can include landscaping, lighting, art, water features, and other fixtures.
- Public Signage within the space (e.g. wayfinding, interpretative signage, kiosks)
- Seasonal equipment with the intent to be used annually (such as tables, chairs, benches, bike racks, etc.)
- Parklets, parking lot conversions, or parking space conversions
- New public infrastructure projects (including site preparation and build-out of performance areas, programmable spaces and public restrooms to serve public spaces, and electrical)

Ineligible Use of Funds: Activities ineligible for program assistance or match include, but are not limited to:

- Event, staffing, and programming
- Buildings including demolition and new buildings (except for restrooms)
- Private spaces that are not open to the public
- Single-use spaces or sporting courts/facilities
- Activities that are otherwise eligible to be funded through other programs offered by WEDC
- Past costs
- In-kind contributions
- Indirect expenses (a.k.a. "soft costs")
- Ongoing maintenance costs



Matching: The applicant must provide matching funds in an amount of 3:1 of the CDI Grant being requested. In any of the following circumstances, the matching funds requirement is reduced to 1:1:

- The project is located in an Economically Distressed or Rural Community.
- The project is located in an Opportunity Zone.
- A key component of a secured/defined development is to provide childcare services or expand housing availability.
- For applicants where the project is in the designated district of a WEDC Main Street Community.

No more than 50% of eligible project costs may consist of other state and/or federal grant sources, excluding federal ARPA funds; exceptions can be made for projects utilizing federal ARPA funds.

Vibrant Spaces: The applicant must provide matching funds in the amount of 1:1 of the Vibrant Spaces grant being requested. Economically distressed communities (see definition below) or communities with populations of under 5,000 must provide a match of 25% of the grant being requested.

Available Incentives

FY26: \$ 5,250,000

Vibrant Spaces: \$ 1,000,000

Award Sizes: The maximum Development CDI grant may not exceed \$250,000.

Vibrant Spaces grants will be between \$25,000 and \$50,000.

Awards per Applicant: No more than one grant per fiscal year shall be located within the boundary of a municipality, unless the applicant is in an economically distressed community or opportunity zone; in which case applicants can apply for up to two CDI grants per fiscal year.

Vibrant Spaces: Applicants may receive one Vibrant Spaces Grant every two fiscal years. In each fiscal year, applicants can only receive one Vibrant Spaces award per community/municipal boundary, except for the City of Milwaukee, which annually may apply for and receive a Vibrant Space award for one or more commercial corridors. Receiving a Vibrant Spaces grant does not preclude a community from applying for general CDI grants.

WEDC anticipates 20% of Vibrant Spaces to be awarded to communities under 5,000 in population.

Activities and Expected Outcomes

Assist 21 communities and achieve a 12:1 leverage of other investment.



Vibrant Spaces: Assist communities in creating a community space for public use in their commercial corridor and achieve a 1:1 leverage of other investment.

Impact: Funded activities should lead to measurable benefits in property values and/or leveraged investment by local and private partners.

Vibrant Spaces: Funded activities should lead to an increase in site usage and overall visitor traffic to the corridor, adding to the commerce potential for local businesses.

Metrics: As a community development program focused on real estate development, performance reporting metrics for CDI are focused around measuring eligible site work cost. CDI program metrics include the following list, and each project will include one or more of these metrics in its reporting requirements depending on the project's specified use of funds.

- Capital Investment
- Site Work
- Leverage – Total

Vibrant Spaces:

- Capital Investment
- Site Work
- Leverage – Total

Review Considerations: WEDC may take the following into account when considering a CDI award:

- Impact on the community.
- Located in an Economically Distressed community.
- Financial justification.
- Previous planning efforts.
- Alignment with Comprehensive Economic Development Strategy (CEDS)/Economic Development District (EDD) plan for the region.
- Readiness to proceed demonstrated by financial commitments in place.
- Involvement of public-private partnerships and public/community support and collaboration.
- Demonstrates involvement of diverse businesses, including women and veteran owned contractors, in eligible project costs.
- Primary building occupant is a diverse-, woman-, or veteran-owned business(es).
- Primary building purpose serves the communities of diverse-, women-, veteran-, or low- and moderate-income individuals.
- Clean energy technology investments included in the project (ex. solar panels, electric vehicle charging stations, use of state energy audit and/or energy rebate programs, etc.).
- Quality Urban Design: balancing preservation of existing heritage structures and streetscapes with new development.
- Other factors determined by WEDC.



Vibrant Spaces: WEDC may take the following into account when considering a Vibrant Spaces award:

- Demonstrated community support and partnerships.
- Impact on community, district, and businesses.
- Space attracts multiple user groups/activities.
- Visible pedestrian-oriented public space.
- Project readiness to proceed demonstrated by financial commitments in place.
- Alignment with destination creation strategies, including four-season use, and day and night activation potential.

Application Guideline

Timeline: The Development CDI and CDI-Vibrant Spaces programs have continuous application processes.

How to Apply: An interested applicant should contact a WEDC Account Manager to determine if their project is right for the program. Upon review of the project, and alignment with eligibility criteria, an applicant will be invited to submit their application through Network Wisconsin.

Award Process: The completed application will be assigned to an underwriter and go through the award review process.

Performance Reporting: Recipients must annually submit a performance report documenting capital investment, assessed taxable property values, and any other contract deliverable. Vibrant Spaces recipients will submit one performance report at the project's completion.

WEDC annually selects awards over \$100,000 on a sample basis for an audit. All backup to the performance report and financial records are required to be maintained by the Recipient for a period of at least three (3) years after the last performance report is due.

WEDC may impose additional reporting requirements to evaluate project performance and to ensure compliance with contract deliverables.

Helpful Information

Definitions:

"Economically Distressed" - a county or municipality so designated by WEDC by considering the most current area and state data available for the following indicators:

- Unemployment rate
- Percentage of families with incomes below the poverty line
- Median family income
- Median per capita income
- Average annual wage
- Manufacturing assessment values by county



- Other significant or irregular indicators of economic distress – such as a natural disaster, or plant closings and layoffs

“Opportunity Zone” - a designated qualified opportunity zone in the State of Wisconsin under Internal Revenue Code § 1400Z-1.

“Rural Community” - a city, village, or town with a population less than 5,000.

Revision History

Program Inception – Fiscal Year 2013

- 7/1/2017: Consideration of multiple applications per community per fiscal year when funding is available, removes limitation of one CDI or BF grant per project, Added project or site development planning as eligible activity
- 7/1/2018: Allow applicants in a Designated Rural County to receive more than one grant per fiscal year, Reserve 50 percent of program funding for projects in a Designated Rural County
- 7/1/ 2019: Allow applicants in an Opportunity Zone to receive more than one grant per fiscal year; allow recipients to submit performance reports annually; clarify performance reporting requirements
- 7/1/2020: Expanded eligibility and funding for COVID-19 recovery initiative.
- 7/1/2021: Eliminated temporary CARES Act provisions; removed eligibility for planning projects; replaced Designated Rural County with Economically Distressed; added consideration for diverse businesses
- 7/1/2022: Expands considerations to determine making a CDI Grant; Adds Vibrant Spaces Pilot
- 7/1/2023: Defines Rural Community; reduces match requirement for rural communities and projects with key components of providing childcare our expanding housing availability; allows for developers to be the applicant/recipient entity.
- 7/1/2024: Expands eligible use of funds; updated review considerations to include clean energy investments; funds Vibrant Spaces
- 7/1/2025: Updates Vibrant Spaces to non-competitive; reduced Vibrant Spaces match requirement for projects in Economically Distressed Communities or communities under 5,000 in population; restricts number of applications per community

Vibrant Spaces Grant



APPLICATION CHECKLIST AND INSTRUCTIONS

Network Wisconsin

Applicants will be required to submit applications through Network Wisconsin. Contact your Regional Economic Development Director to receive a grant application and instructions on how to use Network Wisconsin. WEDC Regional Director map and contact info.: wedc.org/regional

Project Deliverables

All project contracts will require:

- Start the project in WEDC's FY26. End the project and final performance report within two (2) years.
- Photos of the completed project
- WEDC logo on project signage
- Narrative identifying project impact including: the increase in the number and type of audiences using the space, impact on nearby businesses, number of events held

Application Checklist

- 1) Municipal resolution to apply.
- 2) Relevant community plan, records/minutes indicating previous project identification/discussion and/or letters of support that identify the project as a positive community investment.
- 3) Completed budget and cost estimates.
- 4) Photos and plans for the space (pictures of the amenities to be installed or project renderings).

FREQUENTLY ASKED QUESTIONS

Project Selection

Project elements:

- 1) My space is specifically designed for one use, but will be open to others to use, is it eligible? **Answer:** No, projects must accommodate multiple uses.
- 2) Is a project to build new pickle ball courts eligible? **Answer:** No, because projects must accommodate multiple user groups and activities.
- 3) Is my boat ramp and fishing pier eligible? **Answer:** If the ramp and pier are elements of a projects improving a space accessible and visible from a commercial corridor and are part of a broader project, they are eligible, but standalone waterfront projects or those not adjacent to commercial uses would not be.
- 4) Are streetscaping elements eligible? **Answer:** Landscaping and public amenities within a defined space are eligible. Streetscaping or amenities for an entire corridor are not.
- 5) Are alley improvements eligible? **Answer:** Yes, but the alley should be a defined space that can be programmed for use. Alley improvements over multiple blocks and/or alleys that do not cater to pedestrians are not eligible.
- 6) Can the grant be used to renovate the inside and outside of a building in the space? **Answer:** The only interior renovations allowed inside of buildings are the construction (and renovation) of restrooms. Other renovations to the structure are not eligible (Those elements in the space - e.g. concessions - could be done separately from the grant).
- 7) Can the space be fenced and have operating hours for public use? Can the space be used for private events? **Answer:** Yes, provided that the space is generally accessible to the public, it may be fully/partially fenced to accommodate certain activities. Operating hours (such as nighttime closures of restrooms) are permissible. Private events may also be permitted – as often seen in other municipal public spaces.
- 8) Is fencing an eligible expense? **Answer:** Yes, if it is associated with the space.
- 9) Would relocation of a memorial be an allowable expense as part of the overall project? **Answer:** Site preparation is eligible as a match, so the grading work associated with the relocation would be a match. The relocation itself would be outside of the grant and not eligible as a match expense.
- 10) Would a PA system be eligible? **Answer:** Yes, as long as its use is related to the space.

Project location:

- 11) Can the project be located on privately-owned property? **Answer:** Yes, but the site/property does need to be publicly accessible. If privately-owned, then a multi-year lease agreement or formal Memorandum of Understanding will be needed as well as property owner permission to carry out activities on the site.
 - a. How long does the lease term need to be? **Answer:** Suggestion of two years or more.
- 12) Can the grant be used in a neighborhood park that isn't necessarily in a downtown space? **Answer:** Yes, but only if you can show the impact to neighborhood businesses.

Project Logistics and Funding

Applicants:

- 1) Can previous Vibrant Spaces grant recipients apply? **Answer:** Applicants may receive one award every two fiscal years, except for the City of Milwaukee, in which different commercial corridors may apply for and receive a VS award annually.
- 2) How do you define a community? **Answer:** Municipal boundaries define a community. One (1) application per community is allowed due to limited funds.

LOOK FORWARD ➤

FREQUENTLY ASKED QUESTIONS, CONT.

- 3) Does the municipality have to be the entity carrying out the project? **Answer:** No, the municipality has to be the applicant and pass a resolution in support of the project, but the space can be built out/managed/programmed by community partners including but not limited to Business Improvement Districts, Chambers, Downtown Associations, Arts Districts, Libraries, etc.
- 4) Can the County or Redevelopment Authority (RDA) apply on behalf of a project in a municipality in the region? **Answer:** Yes, a County or RDA may be the applicant for a project, but only one application per municipal boundary will be accepted regardless of the applicant.
- 5) Can contiguous municipalities submit coordinated applications relating to projects such as a bicycle/pedestrian trail that would connect multiple communities? **Answer:** Trail extension is not eligible, but trail head and gathering spaces along trails that would benefit commercial district businesses, and that will be used for multiple audiences, are eligible. If a space spans municipalities, is recommended that one or both municipalities submit grants for their portion of the project, as contracts will be with a single entity.
- 6) How do we find out who to contact at our local municipality? **Answer:** Contact your WEDC Regional Director and they will provide you with the appropriate community contact information.

Funding:

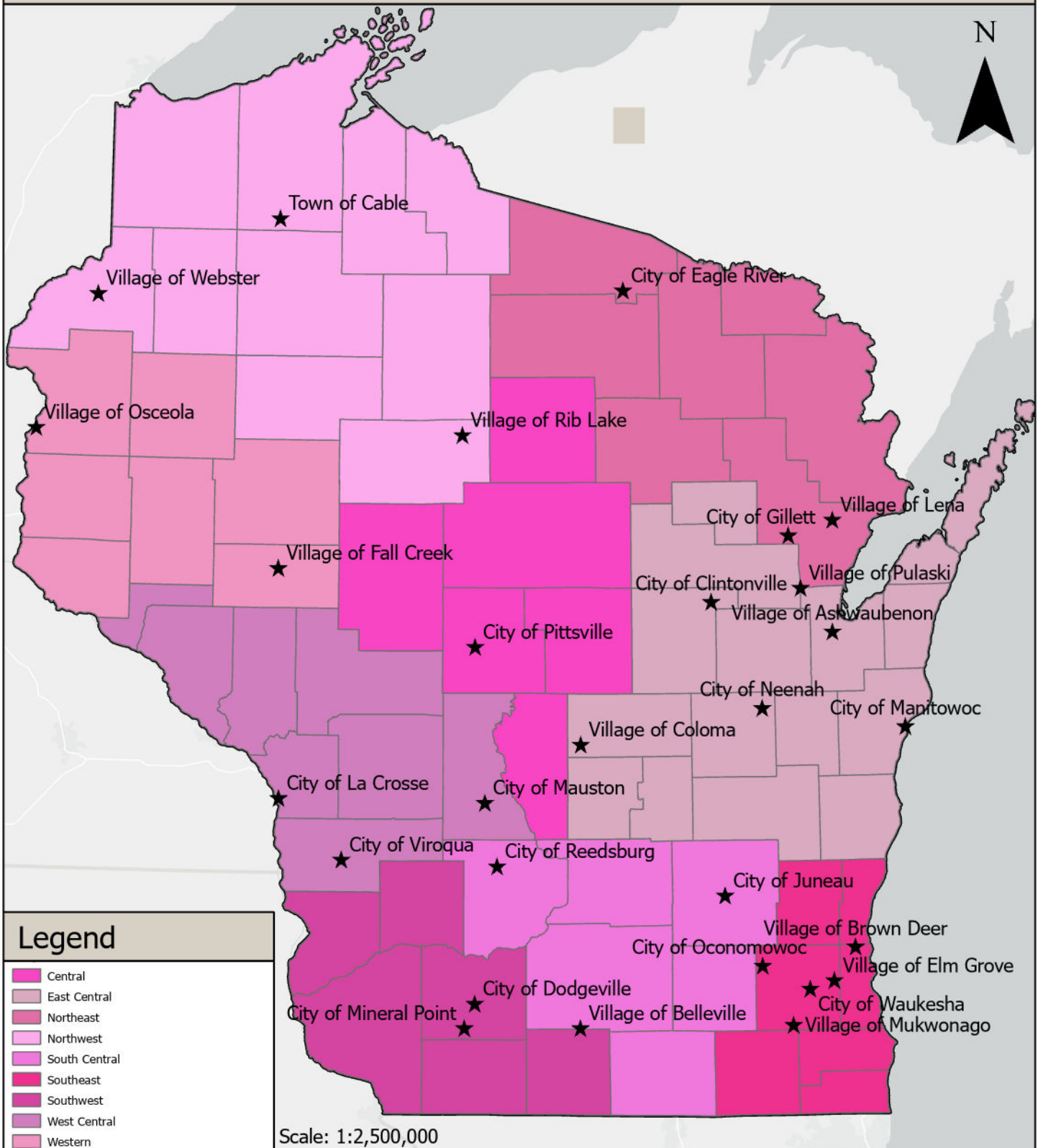
- 7) Do I have to have all 'match sources' secured at the time of application? **Answer:** At the time of application, WEDC will look to have 80% of total project funding secured, the remaining should have a strong plan in place to get funding commitments secured.
- 8) WEDC will allow a total of two (2) draw requests for the project. Grant funds will be disbursed on a pro-rata basis to match the amount of matching funds identified with the draw(s).
- 9) Is ongoing maintenance of the site eligible? **Answer:** No, but we encourage applicants to have a plan to maintain their project/installation and to address that plan in their application.
- 10) What are eligible grant and match activities? **Answer:** Eligible activities include the following:
 - a. Public Space Enhancements (projects activating alleys, programmable park spaces, vacant parcels, and underutilized parking lots including elements such as public art, landscaping, benches, bike racks, etc.)
 - b. Public Signage (wayfinding, interpretive signage, kiosks and other signage located in and associated with the space)
 - c. Public Infrastructure (restrooms, water features, electrical, lighting, site preparation)
 - d. Seasonal Equipment with the intent to use annually (tables, chairs, umbrellas, heaters)
 - e. Site preparation such as grading, stormwater, etc. (Both grant and match eligible in FY23.)
- 11) What are ineligible grant and match activities? **Answer:** Ineligible activities include the following:
 - a. Building improvements (other than restrooms for public space use) – no interior renovations
 - b. District- or community-wide improvement projects
 - c. Events, staffing, programming, ongoing maintenance
 - d. Private spaces not open and accessible to the public
 - e. Site acquisition costs and lease costs
 - f. Activities otherwise eligible to be funded through other WEDC programs
 - g. In-kind contributions of materials or labor
 - h. Demolition
- 12) Can donated goods or services be used as match for the grant? **Answer:** No, but the value/impact of the donations should be summarized in the narrative.

LOOK FORWARD ➤

FREQUENTLY ASKED QUESTIONS, CONT.

Grant Application and Process

- 1) How long do we have to complete the project? **Answer:** Project must start after the application is accepted into WEDC's Underwriting. Contracts will be for two (2) years.
- 2) Is the space design expected to be final by the time of application? **Answer:** No, but a close representation of the future space needs to be provided with the application to have an accurate budget, and stakeholder/partner consensus regarding the project and process must be very well defined within the application.
- 3) If we are planning to start some of the project before we submit a VS application, can we still apply? **Answer:** Yes, once a completed application is received (and accepted as complete into WEDC's Underwriting), costs incurred on and after the acceptance date may be considered eligible as match, assuming the grant is awarded. Project elements completed prior to that date will not be eligible for match or reimbursement, but prior progress does not impact the eligibility for funding of the space. Provided sufficient costs remain after the acceptance date to support both match and funding, projects may still apply.
- 4) Can your project be out to bid, but just not have started yet? **Answer:** Yes.
- 5) Is a project eligible to apply that already has site work started? **Answer:** Yes, but the date the application is accepted into WEDC's Underwriting is the "start date" for the project. Only after the "start date" will expenses be considered grant and match eligible.
- 6) If I don't have a community plan that identifies the project, what other documentation would be acceptable to provide? **Answer:** Meeting minutes, news articles, community meeting announcements, and/or documentation of the conversations/meetings that have been had to date with partners/stakeholders regarding the project.
- 7) Are there any requirements or advantages for rural or low-income areas? **Answer:** Yes. Match requirement has been reduced from 50% to 25% for CDI-VS grants in which:
 - o The project is in an Economically Distressed Community.
 - o The project is in a community under 5,000 people.
 - Twenty percent of annual CDI-VS funding will be intended to finance projects in communities under 5,000 in population.
- 8) Deadline for Regional Directors to submit applications into Underwriting for FY26 funding is February 1, 2026.



RESOLUTION NO. R-46-26
RESOLUTION APPROVING BUILDING INSPECTOR CONTRACT
WITH MUNICIPAL CODE ENFORCEMENT, LLC

WHEREAS, the Village of Williams Bay (Village) requires building inspection services for the construction of new and/or remodeled residential structures and commercial structures; and

WHEREAS, the Village Board of the Village having requested proposals for building inspection services to be provided within the corporate boundaries of the Village; and

WHEREAS, the Building, Zoning and Ordinance Committee (BZO) and the Finance and Personnel Committee (F&P) having reviewed the proposals submitted to the Village for the provision of said building inspection services; and

WHEREAS, based upon their examination of those proposals, BZO and F&P having recommended to the Village Board of the Village the retention of Municipal Code Enforcement, LLC (MCE) to provide building inspection services for the Village; and

WHEREAS, BZO and F&P having further recommended to the Village Board of the Village approval of the proposed contract between the Village and MCE for the provision of building inspector services, a sample of which proposed contract is attached as Exhibit A (the Contract); and

WHEREAS, the Village Board of the Village having determined that it is appropriate and in the best interests of the residents and property owners of the Village to accept the recommendations of BZO and F&P to retain MCE to provide building inspection services for the Village and to enter into the proposed Contract with MCE.

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

1. That the proposed building inspection services contract between the Village of Williams Bay and Municipal Code Enforcement, LLC, an example which is attached to this Resolution as Exhibit A, is hereby approved.
2. That the Village President and the Village Clerk are authorized to sign the Contract on behalf of the Village Board of the Village of Williams Bay.
3. That upon the signature of all parties to the Contract, it shall be effective as of the date set forth in the document.

Approved by the Village Board of the Village of Williams Bay this 9th day of July, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: _____

**BUILDING INSPECTION SERVICES CONTRACT BETWEEN
THE VILLAGE OF WILLIAMS BAY AND MUNICIPAL CODE ENFORCEMENT, LLC**

THIS AGREEMENT is between the **Village of Williams Bay, P.O. Box 580, 121 N. Walworth Avenue, Williams Bay, WI 53191**, (hereinafter “**Village**”) and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter “**MCE**”) as of this **22nd** day of **March, 2026**.

RECITALS:

WHEREAS, the Village requires building inspection services; and

WHEREAS, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of permits; and

WHEREAS, the Village and MCE desire to contract with each other for such building inspection services as set forth herein, to be provided by MCE to the Village; and

WHEREAS, the Village agrees to compensate MCE at the rate set forth herein for performing these services.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

1.) SCOPE OF SERVICES – MCE agrees to provide the Village with the following building inspection services:

- **Meeting Attendance**

- MCE shall attend all regularly scheduled Plan Commission, Extraterritorial Zoning, and Staff Plan Review meetings and any additional meetings as may be required by the Village.

- **Office Hours**

- MCE agrees to maintain office hours as follows:
 - Three regularly scheduled office hours on _____ of each week from _____ to _____. In addition, MCE shall maintain up to seven additional office hours per week as required to complete the inspection services to be provided pursuant to this contract. Weekend and evening inspections to be provided on an as-needed basis, as arranged between MCE and permit applicants. . .

- **Personnel**

- MCE shall provide State Certified Inspectors to perform all work covered by this contract and shall provide copies of current certifications to the Village Clerk on or before January 1 of each contract year. MCE will employ a sufficient number of

experienced and knowledgeable employees to perform all services covered by this contract in a timely, polite, courteous and prompt manner. MCE shall determine appropriate staffing levels and promptly inform the Village of any reasonably anticipated or known employment-related actions which may affect the performance of the covered services. Additional certified staffing resources shall be made available to the Village when assigned personnel is unavailable. MCE shall notify the Village in writing prior to any change in the primary building inspector assigned to the Village.

- **Inspection Services**

- MCE will perform all required building inspections in accordance with applicable state codes and village ordinances. This shall include examining and processing building plans as required by the applicable codes, processing building permits, coordinating, performing and completing required inspections for permitted building construction, as well as billing and collecting the proper fees from applicants. Payments are to be forwarded to the Village for processing pursuant to the procedure prescribed by the Village Treasurer. This shall include forwarding all documentation and other information as required by the Treasurer.

- **Communications**

- MCE agrees to provide timely responses to all resident inquiries, permit applications and complaints.
- Inspection results shall be entered into the permit system and communicated to the applicant within one (1) business day of inspection.
- Phone calls and emails shall be responded to within one (1) business day.
- Permit inquiries shall be responded to within three (3) business days.

2.) DUTIES – MCE shall perform the building inspection services set out in the Scope of Services above for the Village.

3.) EQUIPMENT AND SUPPLIES – MCE will supply all necessary vehicles and field tools required to perform inspections and administrative duties. This will include, but is not limited, to all required codebooks, technical manuals and inspection equipment.

4.) COMPENSATION – The Village shall pay MCE for the services performed under this Contract within the Scope of Services as set forth below:

- **Building Inspection Services**

- Compensation for Building Inspection Services is as follows:
 - Residential and Commercial Construction - **50 percent (50%)** of all Permit Fees collected by MCE and/or Village and receipted by Village based on the applicable Building Permit Fee Schedule.
 - Meeting Attendance – No additional charge.

- MCE shall adhere to the billing procedures prescribed by the Village Treasurer. Invoices shall be submitted to the Village Treasurer on a monthly basis with such information and documentation as may be required by the billing procedure.
- **Time of Performance**
 - Inspection response time standards
 - Inspection requests received before noon shall be scheduled within two (2) business days
 - Inspection requests received after noon shall be scheduled within three (3) business days
 - Permit review turnaround standards
 - Residential: five (5) business days
 - Commercial: ten (10) business days
 - Resubmittal: five (5) business days

5.) TERMS OF CONTRACT – This contract shall begin July 6, **2026** and end on **December 31, 2027**. This contract shall automatically renew, unless an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

6.) DOCUMENTS AND OPEN RECORDS REQUESTS – All contractor permitting and project documentation will be managed in-house by MCE and stored directly on the Village's hard drive. All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the Village and shall be turned over to the Village upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the Village of Williams Bay within five (5) business days of written request to MCE.

7.) BUILDING PERMIT ADMINISTRATION – MCE shall utilize the following building permit administration and record-keeping system.

- **Building Permits**

- Standard building permit applications will be accepted in both hardcopy and digital format. Upon approval a standard building permit card will be issued for each project and made available to the applicant for display as required.

- **Permit Administration Documentation**

- All permit related documentation will be scanned and maintained in digital format on the village's hard drive. In addition, a complete hard copy file will be retained within the corresponding property file. All inspections will be documented using a standardized inspection report form. Inspection records

will be maintained in both digital and physical formats.

- **Activity Log**

- Each permit will be assigned a standardized permit number and recorded in a centralized digital log. This log shall be accessible to all authorized village staff.

8.) MONTHLY REPORT – MCE shall provide the Village Administrator with a monthly report containing the following information for the preceding month:

- Number of permits issued
 - Average permit review time
 - Inspections completed
 - Average inspection scheduling time
 - Failed inspections
 - Open permits of more than 90 days
 - Open permits of more than 180 days
 - Number of complaints received including dates received
 - Number of complaints resolved including dates resolved

9.) TERMINATION WITHOUT CAUSE – Notwithstanding the contract term specified in this contract, both the Village and MCE shall have the right to terminate this contract, without cause, by giving 90 days' written notice to the other party. Upon termination, all data generated by MCE pursuant to this contract remains the property of the Village, and shall be made available to the Village by MCE. MCE shall be entitled to receive payment for work completed. Where a permit has been issued, a fee collected, and which is open at the time of termination, permit administration may be completed through final inspection by MCE if approved by the Village. MCE's obligation is met upon completion of final inspection or permit expiration. Alternatively, the Village may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to the percent of completed construction as determined by MCE and mutually agreed upon by the parties.

10.) TERMINATION WITH CAUSE – Notwithstanding the contract term specified in this contract, the Village of Williams Bay shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactory work. In the event the Village decides to terminate the contract for failure to perform satisfactorily, the Village shall provide MCE at least thirty (30) days' written notice prior to the date of termination. Upon termination, all data generated by MCE pursuant to this contract remains the property of the Village, and shall be made available to the Village by MCE

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date

of termination that were accepted by the Village.

11. ASSIGNMENT – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the Village.

12. INSURANCE – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the Village Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:

- General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
- Automobile Liability Insurance – One Million Dollars (\$1,000,000.00) occurrence and Two Million Dollars (\$2,000,000.00) aggregate.
- Professional Errors and Omissions – One Million Dollars (\$1,000,000.00).
- Workers Compensation Insurance as Required by Statute.
- The Village of Williams Bay shall be named as an additional insured on MCE's insurance policies, on a primary and noncontributory basis, with subrogation rights against the Village waived.

13. INDEPENDENT CONTRACTOR – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the Village of Williams Bay and shall not be entitled to any benefits enjoyed by employees of the Village. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the Village while acting within the scope of the services performed under this contract.

14. INDEMNIFICATION – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the Village, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the Village, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee, representative, or agent of MCE. MCE shall have

no obligations under this section to the extent that any Claim arises as a result of MCE's compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the Village and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and caselaw. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

15.) NOTICES – All notices and communications provided for under this agreement shall be delivered or mailed first class with postage prepaid, addressed in each case as follows, until another address

shall have been designated in the written notice given in like manner, and shall be deemed to have been given or made when delivered or mailed as follows:

TO VILLAGE: Village Administrator
P.O. Box 250
121 North Walworth Avenue
Williams Bay, WI 53191

TO MCE: MCE
P.O. Box 62
Delavan, WI 53115

16.) APPLICABLE LAW – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

17.) SEVERABILITY – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

18.) MISCELLANEOUS

- **Integration and Amendment**

- This Agreement may be amended, modified or superseded only by a written agreement executed by both the Village and MCE.

- **Waiver**

- The failure of the Village or MCE at any time or times to require performance of any provision of this Agreement shall not affect the right at a later time to enforce that provision. No waiver of any breach of any term contained in this Agreement, whether by conduct or otherwise, shall be deemed as a further or continuing waiver of such breach or a waiver of any other term contained in this Agreement.

- **Counterparts and Copies**

- This Agreement may be fully executed in separate counterparts by each of the parties. Such counterparts when combined shall constitute but one and the same instrument. The counterparts may be exchanged electronically via e-mail or facsimile transmission, which shall be deemed an original. A copy of this Agreement shall have the same force and effect as the original

- **Successors and Assigns**

- This Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and allowed assigns

19.) ENTIRE AGREEMENT – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

Allison Schwark, Municipal Code Enforcement, LLC

Date:_____

Name, Title

Date:_____

ATTEST

Name, Title

Date:_____