



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

COMMITTEE MEETINGS

WEDNESDAY, MARCH 16, 2022 AT 6:30 PM

**LION'S CLUB FIELD HOUSE
310 Elkhorn Rd, Williams Bay**

AGENDA

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

- I. Streets & Highways Committee – Stanek, Umans, Vlach**
 - a. Call to Order
 - b. Roll Call
 - c. Streets & Highways Committee Meeting Minutes of February 16, 2022
 - d. Vacation of a Portion of Clover Street R.O.W.
 - e. Adjourn
- II. Protective Services Committee – Vlach, Umans, D'Alessandro**
 - a. Call to Order
 - b. Roll Call
 - c. Protective Services Committee Meeting Minutes of February 16, 2022
 - d. School Resource Officer MOU
 - e. Monthly Numbers
 - f. Adjourn
- III. Parks & Lakefront Committee – D'Alessandro, Stanek, Wright**
 - a. Call to Order
 - b. Roll Call
 - c. Parks & Lakefront Committee Meeting Minutes of February 16, 2022
 - d. Day in the Bay-May 7, 2022
 - e. Installation of Flagpoles at Lions Fieldhouse
 - f. Proposal for Beachhouse Renovations
 - g. Proposal for Lakefront Bathroom Renovations
 - h. Library Landscape Design
 - i. Adjourn

IV. Finance & Personnel Committee – Parker, D’Alessandro, Wright

- a. Call to Order
- b. Roll Call
- c. Finance & Personnel Committee Meeting Minutes of February 16, 2022
- d. Finance & Personnel Committee Meeting Minutes of February 21, 2022
- e. Joint Finance & Personnel Committee Meeting Minutes of March 14, 2022
- f. Resolution R-6-22 Assignment of 2021 fund balance
- g. Bob Carlson Memorial Park signage
- h. Memorandum of Understanding with the Town of Linn regarding 2022 Beach Tags
- i. Adjourn

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

- a. Call to Order
- b. Roll Call
- c. Water & Sewer Committee Meeting Minutes of February 16, 2022
- d. Joint Finance & Personnel Committee Meeting Minutes of March 14, 2022
- e. Adjourn

VI. Building, Zoning & Ordinance Committee – Wright, Vlach, Parker

- a. Call to Order
- b. Roll Call
- c. Building, Zoning & Ordinance Committee Meeting Minutes of February 16, 2022
- d. Ordinance #2022-06 - Adoption of a Fund Balance
- e. Shoreyard Setback Requirements
- f. 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: 03/15/2022 5:00 PM



VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES STREETS AND HIGHWAYS COMMITTEE WEDNESDAY, FEBRUARY 16, 2022 AT 6:30 PM LIONS FIELD HOUSE; 310 ELKHORN RD

Call to Order

Meeting was called to order by Chairman Stanek at 8:06pm.

Roll Call

Trustees Stanek, Vlach and Umans

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

Meeting Minutes

Vlach/Umans motion to approve meeting minutes of January 12, 2022. Unanimously carried.

BIL (Bipartisan Infrastructure Law) Funding

Tobin discussed the federal BIL (Bipartisan Infrastructure Law) Funding that will be available for local projects. There will be (2) solicitation periods; one in January and one in February. Tobin stated that the projects need to be ones that are ready to be done. Tobin and Edwards have been working with the Village Engineer to determine which projects should be submitted for consideration for the February solicitation.

Adjourn

Umans/Vlach motion to adjourn at 8:10pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



CLAIR LAW

CLAIR, THOMPSON & POLLARD, S.C.

John H. Kenney (1908-1974)
J. Edward Clair (1936-2021)
Edward F. Thompson (*Of Counsel*)
John M. Clair (1961-2016)
Charles W. Pollard IV
Elli A. Ehlen
William J. Lyne (*Of Counsel*)

PHONE 262.728.9196

FAX 262.728.1012

February 18, 2022

Via email zoning@williamsbay.org and U.S. Mail

VILLAGE OF WILLIAMS BAY
c/o **Bonnie Schaeffer, Zoning Administrator**
250 Williams Street
Williams Bay, WI 53191

Re: Vacation of Portion of Clover Street R.O.W. & Variance 75' Creek Setback
Walworth County Tax Key Parcel No. WWUP 00025

Dear Bonnie:

It was a pleasure speaking with you and Beck Tobin on February 2, 2022, regarding this matter. Our discussions were primarily based on my letter dated January 25, 2022, attached for context and convenience. During our discussions, additional information was requested regarding the discontinuance and the best path for development of the subject property. We also discussed additional input required from the Village attorney, engineer, and other Village employees.

The purpose of this letter is to provide more detail to be discussed at a staff meeting. We believe that will be the most efficient way to put traction on the project. We'd ask that the staff meeting be scheduled as soon as convenient for the Village, as we are hopeful this project can be approved and completed this year.

Vacation/Discontinuance of Platted, Unimproved Right-Of-Way

It is in the interest of the public that this right of way be discontinued because for at least 70 years the platted right of way has been undeveloped. The Village would be responsible for the maintenance and liability of the right of way should it be developed in the future. The discontinuance of the right of way will not cut off potential access to any parcels because all the parcels abutting already have access to a public right of way. A portion of the discontinued right of way will even increase one of the parcels owned by the Village.

We'd request that the Village Board initiate the discontinuance by introducing a resolution declaring that the "public interest requires it" pursuant to Wis. Stats. § 66.1003. Our office would be happy to draft the resolution for approval by the Village attorney and Village Board.

The process requires an initiation of the resolution, a public hearing on the passage of the resolution, proper public notice, and further notice to nearby owners. The process also requires a notice of lis pendens be filed at the time of the application to discontinue pursuant to Wis. Stats. §

DELAVAN OFFICE

617 E. Walworth Avenue
P.O. Box 445
Delavan, WI 53115

LAKE GENEVA OFFICE

851 Park Drive #105
Lake Geneva, WI 53147
262.749.5251

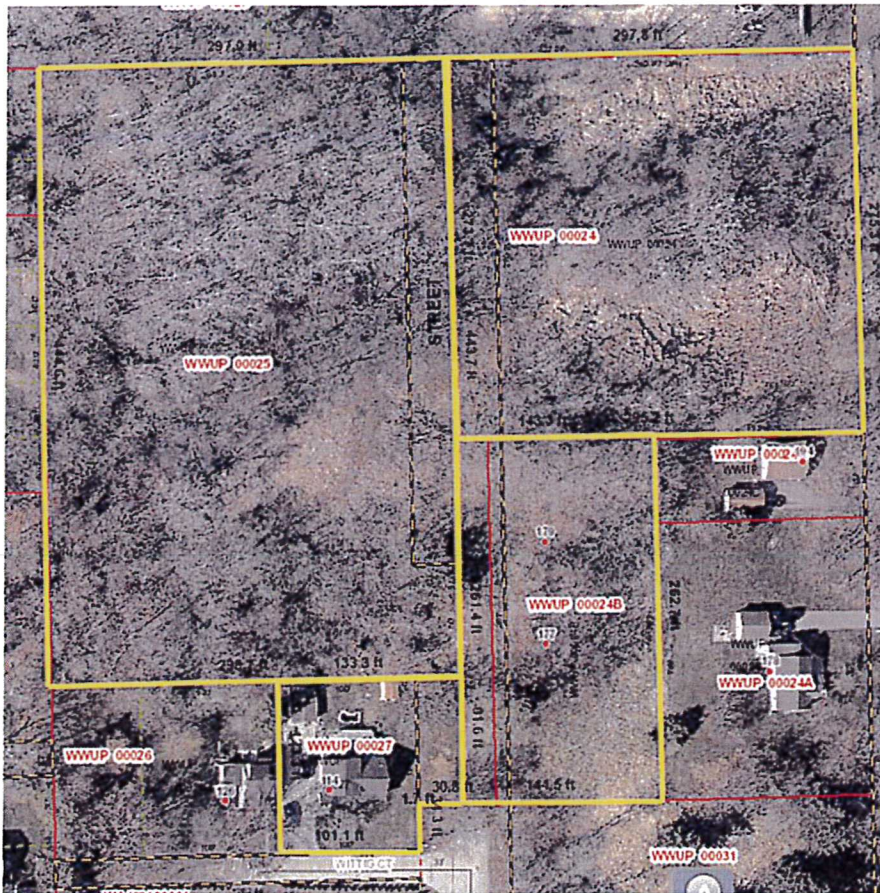
CLAIRLAW.COM



840.11. Our office could also prepare the notice of lis pendens, if desired. It will be important to work with the Village attorney and Village Clerk to ensure that the timing of the process and the public notices align with the Wisconsin State statutes.

After the discontinuance, the prior platted, but unimproved right-of-way property is equally divided between the owners on either side of the centerline of the discontinued street or road pursuant to Wis. Stats. § 66.1005(1).

We anticipate that the parcels after the discontinuance and vacation of the right-of-way will be delineated as follows:



We anticipate that either (1) an access easement for a private driveway will be recorded for the benefit of Parcel WWUP 00025 or (2) a lot line adjustment between WWUP 00025 and WWUP 00024B to provide access to the lot.

Plan for Development

The Site Plan is in the process of being revised with designs of a twin-house permissible in TF Two-Family Residential, wherein a single structure is allowed to have two separate dwelling units on a single lot.

The project still requires relief of the 150' shoreyard setback, which can occur through a variance approval or an ordinance amendment.

The compelling reasons this project should receive a variance are provided in detail in our prior letter January 25, 2022 attached.

To complete construction in this calendar year, it will be important to keep the project moving forward; and therefore, we would like to move forward with the variance, and should the Village amend its current shoreyard setback ordinance in the meantime that would only further expedite matters.

Please find attached an executed copy of the Village Reimbursement for Professional Services Agreement.



VILLAGE OF WILLIAMS BAY

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Phone: 262-245-2700

UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE WEDNESDAY, FEBRUARY 16, 2022 AT 6:30 PM LIONS FIELD HOUSE; 310 ELKHORN RD

Call to Order

Meeting was called to order by Chairman Vlach at 7:35pm

Roll Call

Trustees Vlach, D'Alessandro and Umans

Also Present: President Duncan, Trustees Parker, Stanek and Wright, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards, Police Chief Timm, Recreation Director Rowland and Nancy Waspi; Santa Cause Representative.

Meeting Minutes

Umans/D'Alessandro motion to approve meeting minutes of January 12, 2022. Unanimously carried.

Umans/D'Alessandro motion to approve meeting minutes of January 14, 2022. Unanimously carried.

Santa Cause Inc Farmer's Market Temporary Class "B" and "Class C" License Application for multiple dates in 2022.

Nancy Waspi was present to discuss the temporary Class B and Class C license application for the Farmer's Market. She stated that her intent is to have some breweries and wineries there for taste testing's and to sell products. Tobin read a memo provided by the Village Clerk Jackie Pankau-Daniels stating that breweries have their own license that would be utilized for the Farmer's Market. Tobin stated that wine tastings and sales at a Farmer's Market are not handled in the same manner. It was the consensus of the Committee to get a legal opinion on how to handle wine sales.

Williams Bay Women's Civic League Temporary Class "B" and "Class B" License Application for May 7, 2022.

Umans/D'Alessandro motion to recommend Village Board approval of the Williams Bay Women's Civic League Temporary Class "B" and "Class B" License Application for May 7, 2022. Unanimously carried.

Police Chief's Report

Chief Timm discussed Officer Hammett's involvement with the STEM program building model airplanes with area high school students. He stated the program was well received and will continue this summer. Further updates included the bi-annual required training that took place this month. He also stated that Officer Shiroda and Scurto have completed their field training and Officer Rudi has finished 2 of the 3 field training sessions. The Lions Club donated funds to replace the digital speed sign.

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

Monthly Numbers

Chief Timm provided an overview of the January 2022 Police Activity.

Adjourn

Umans/D'Alessandro motion to adjourn at 8:06pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

MEMORANDUM OF UNDERSTANDING
for the
SCHOOL RESOURCE OFFICER (SRO)
Between
VILLAGE OF WILLIAMS BAY, WILLIAMS BAY POLICE DEPARTMENT,
and
WILLIAMS BAY SCHOOL DISTRICT

This Memorandum of Understanding, herein referred to as "Agreement," is by and between the Village of Williams Bay, herein referred to as "Village," the Williams Bay School District, herein referred to as "School District," and the Williams Bay Police Department, herein referred to as "Police Department."

This Agreement clarifies the roles of the School Resource Officer, herein referred to as "SRO," and the School District's District Administrator and Principals, herein referred to as "School District Administration," and the scope of authority and the responsibilities of the School District, the Police Department, and the Village in this collaboration.

1. **PURPOSE**

The purpose of the Agreement is to foster a community partnership between the Police Department and the School District to benefit the overall development of the school community. The major purpose of the SRO is to (1) help maintain a safe environment in our schools and (2) to increase the mutual respect between students and law enforcement.

2. **INITIAL TERM**

The initial term of this Agreement shall commence on February 25, 2019 and terminate on June 30, 2020, except as provided by Section 3 below.

3. **RENEWAL AND TERMINATION**

This Agreement shall be automatically renewed for additional school-year (July 1 through June 30) terms, unless any party provides written notice not to renew this Agreement to the other parties on or before May 1, 2020 for the initial term or on or before May 1 of any additional term.

4. **GOALS AND DUTIES OF THE SRO**

- a. The School District Administration and the SRO will work together to design and maintain a physically safe environment for School District staff, students, community members, and visitors. The SRO will assist the School District Administration in developing appropriate school safety plans.
- b. The SRO will present educational programs to School District students in grades 4K-12 on, among other topics, drug awareness, bullying, legal issues, the law enforcement profession, and internet safety.
- c. The SRO can act as an advisor for School District students who have questions or concerns about the law during the school day and how it affects them.

- d. The SRO may assist School District teachers, administrators, and other personnel in understanding the law, referral procedures, and other pertinent information.
- e. The SRO can assist the School District Administration in referring students to other social agencies such as social services, local hospitals, etc.
- f. The SRO is to work collaboratively with school officials on problems such as truancy, student parking, and discipline situations which may lead to violations of the law.
- g. The School District Administration and the SRO will collaborate on student problems which may result in a violation of the law.
- h. The SRO is to deal with issues considered to be violations of federal, state and local laws, recognizing the difference between student discipline matters and matters of safety and security warranting formal law enforcement intervention. In general, absent a real and immediate threat to a student, a teacher, or public safety, incidents involving public order offenses by students (including, but not limited to, disturbance/disruption of schools or public assembly; loitering; profanity; and fighting that does not involve physical injury or weapon) do not warrant formal law enforcement intervention, but rather shall be considered student discipline matters and referred to the School District Administration for a response. The SRO shall only be involved in student discipline matters at the direction of the School District Administration. Criminal activity that comes to the attention of the School District Administration, other than incidents involving public order offenses by students that do not create a real and immediate threat to a student, a teacher, or public safety (including, but not limited to, disturbance/disruption of schools or public assembly; loitering; profanity; and fighting that does not involve physical injury or weapon) shall be reported to the SRO or the Police Department.
- i. The SRO can be invited to staff meetings and/or other meetings upon the request of the School District Administration.
- j. The SRO shall make every effort to conduct their non-school business with students at times other than class time.
- k. The SRO will dress in his/her official police uniform.

5. PERSONNEL

- a. The Police Department's Chief of Police shall assign the SRO from one of the members of the Police Department. When an SRO is initially assigned to the School District, the Police Department's Chief of Police and the School District's District Administrator shall jointly agree on that SRO's assignment to the School District. The School District's District Administrator or designee shall meet with the Police Department's Chief of Police or his/her designee to resolve any disputes related to the selection of the SRO. In the event of an impasse regarding the selection of the SRO, the Police Department's Chief of Police shall have the final say as to the selection of the SRO, subject to the rights of the School District provided by this Agreement.

- b. The SRO shall receive the appropriate training and keep and maintain knowledge consistent with the SRO's duties. The costs for this training shall be paid in accordance with Section 12.C below.
- c. The School District shall have the right to request that the Police Department remove an SRO from assignment within the School District, temporarily or permanently. The Police Department shall accommodate any such request and assign a new SRO to the School District as soon as reasonably practical.

6. WORK DAYS

The SRO shall be available for duty under the program for each student day in the school year calendar. The SRO will also be available to the School District on staff inservice days upon request of the School District Administration.

7. WORK SCHEDULES

The SRO shall establish a weekly work schedule in conjunction with the School District Administration. The basic hours of the SRO shall be from 7:00 a.m. until 4:00 p.m. during regularly scheduled student days. Except in the event of an emergency or other unforeseen circumstance, deviation from such schedule by the SRO will require written or verbal approval of the School District Administration, in addition to the verbal approval of the SRO's Police Department supervisor.

8. ABSENCES

The SRO shall notify both the School District's District Administrator and the SRO's Police Department supervisor of each day he/she is not available for duty due to illness or otherwise. When the SRO is not available for duty due to illness or otherwise, the Police Department shall provide another officer to serve as a substitute SRO in the District.

9. OFFICER EVALUATION

The School District's District Administrator shall promptly report to the Police Department's Chief of Police or his/her designee any infractions or deficiencies in the assigned SRO's performance. At the end of the school year, the School District's District Administrator shall provide the SRO with a written performance evaluation. A copy of that evaluation shall be provided to the Police Department's Chief of Police or his/her designee. As the SRO's employer, ultimate responsibility for the supervision and evaluation of the SRO shall remain with the Village and the Police Department.

10. CO-CURRICULAR ACTIVITIES

As part of his/her responsibilities, the SRO shall attend and assist at certain select co-curricular activities of the School District as determined by the School District Administration. If such attendance and assistance results in the SRO being eligible for overtime pay, such pay will be paid 100% by the School District. However, the School District Administration can, after consultation with the Chief of Police or his/her designee, adjust the SRO's schedule for a given workweek so that the SRO is not eligible for overtime pay.

11. SCHOOL DISTRICT ADMINISTRATIVE HEARINGS

The SRO may attend suspension, expulsion, discipline, termination, grievance, or other School District administrative hearings upon request of the School District Administration. The SRO shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the officer. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence that is needed at the administrative hearing. If such attendance and assistance results in the SRO being eligible for overtime pay, such pay will be paid 100% by the School District. However, the School District Administration can, after consultation with the Chief of Police or his/her designee, adjust the SRO's schedule for a given workweek so that the SRO is not eligible for overtime pay.

12. COST SHARING AND EMPLOYMENT OF THE SRO

- a. The Village and the School District shall share in the actual wages and fringe benefits costs of the Village employing the SRO. The School District will cover 75% and the Village will cover 25% of these costs, subject to Sections 10 and 11 above.
- b. The Village shall bill the School District for the School District's share of costs as follows:
 - i. On June 15 of each term of this Agreement, the Village will bill the School District for 100% of the School District's share of costs incurred under this Agreement from January 1 through the last day of student attendance for the school year.
 - ii. On January 15 of each term of this Agreement, the Village will bill the School District for 100% of the School District's share of costs incurred under this Agreement from the first day of student attendance for the school year through December 31.
- c. The Village will pay for all professional development trainings sufficient for the SRO to keep and maintain knowledge consistent with the SRO's duties, such as knowledge and training on working with students with disabilities and on laws governing student restraint and seclusion. All Village-requested training will be approved by the Police Chief or his/her designee prior to the SRO registering for the training. The School District will pay for all professional development trainings that are specifically requested by the School District Administration. The Police Chief or his/her designee and a member of the School District Administration will work together to mutually agree on any adjustments to scheduling and staffing when an SRO's District-requested training will cause the SRO to be absent from the District during the regular school day.
- d. The SRO will not be considered an employee of the School District nor shall the School District be considered a co-employer or joint employer of the SRO.

13. INTERAGENCY AGREEMENT/EXCHANGE OF INFORMATION

The Village and the School District enter into this Agreement in order to protect the confidentiality of pupil records as required by law, while providing for the lawful disclosure of pupil records and information with the Police Department to the extent permitted by law, to serve the interests of pupils and all other concerned parties.

The exchange of information is for the purpose of investigating and in some cases prosecuting acts including but not limited to truancy, theft, harassment, assault, drug or alcohol possession, use and/or distribution, or other acts in violation of local ordinances or state statutes, and assisting the School District with administrative hearings.

It is understood and agreed that this Agreement is an Interagency Agreement that authorizes the Police Department to routinely disclose information to the School District as permitted by Wis. Stat. § 938.396(1).

For purposes of SRO access to education and pupil records, the School District designates the SRO as a school official with a legitimate educational interest in accessing education records under the Federal Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g, and in accessing pupil records under Wis. Stat. § 118.125(2)(d). The School District may provide the SRO with access to education and pupil records information maintained by the School District only as needed by the SRO to perform his/her duties as SRO. Such information may include student behavior intervention plans and student safety plans. The SRO may also be granted access to education and pupil records information in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose education or pupil records information consistent with FERPA and Wisconsin pupil records law.

Records created and maintained by the SRO for the purpose of ensuring the safety and security of persons or property in the School District, or for the enforcement of local, state, or federal laws or ordinances shall not be considered education or pupil records—even when such records may serve the dual purpose of enforcing school rules—and are not subject to the same prohibitions of access or disclosure by the SRO.

14. RELEASE OF POLICE INFORMATION

Consistent with the basic tenets of the relationship between the SRO and the School District described in this Agreement, open communication is essential for effectiveness. The SRO shall exchange information with the School District Administration regarding students' involvement in criminal activity in and around the school. This shall be limited to that which directly relates to and contributes to the safety of the school environment. The SRO shall not make any official documents, police reports, or records available to the School District, except as provided under Wis. Stat. 938.396(1).

15. INVESTIGATIONS

Formal investigations by the SROs will be conducted in accordance with applicable legal requirements. SRO investigations will also be conducted in accordance with School District board policies applicable to SRO investigations provided such policies are mutually agreeable to all parties.

16. LAW ENFORCEMENT INTERVIEWS

The SRO must coordinate with the School District Administration or the School District Administration's designee prior to the SRO conducting an interview with students or employees on School District property or at a School District function. The SRO shall demonstrate the necessity of conducting a law enforcement interview on School District property or at a School District function. The goal of this coordination is to minimize the disruption of School District operations without unreasonably hindering the SRO's ability to investigate when such investigation is necessary.

The SRO must abide by all applicable legal requirements concerning any such interview should such an interview be necessary. SRO interviews will also be conducted in accordance with School District board policies applicable to SRO interviews provided such policies are mutually agreeable to all parties.

17. SEARCHES

The SRO shall abide by all applicable legal requirements concerning searches should it become necessary to conduct searches of students or employees on property or at any School District function. The SRO may conduct searches in conjunction with the School District Administration in order to maintain a safe and proper educational environment, as permitted by law.

18. ARRESTS AND DETAINMENTS

The SRO must have agreement with the School District Administration or the School District Administration's designee prior to a student or employee being taken into custody, except where a student or employee poses a real and immediate threat to themselves, another student, an employee, or public safety, or pursuant to a warrant.

Where a student or employee poses a real and immediate threat to themselves, another student, an employee, or public safety, or pursuant to a warrant, the student or employee may be taken into custody without first reaching agreement with the School District Administration or the School District Administration's designee. However, in this situation, the SRO shall notify the School District Administration or the School District Administration's designee as soon as possible after the student or employee has been taken into custody.

Any arrest effected on school property shall be done within the confines of the law.

19. INDEMNIFICATION AND HOLD HARMLESS

The Village and the Police Department agree to defend, indemnify, and hold harmless the School District, its school board, officers, administration, employees, agents, and volunteers, individually and collectively, from and against all costs, losses, claims, demands, actions, suits, attorney fees, costs, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by the Village or the Police Department's negligence as a result of the services, equipment, property owned, leased, or rented, or other activities as shown in this Agreement. The Village and Police Department agree to provide a certificate of insurance for liability coverages satisfactory to the School District and name the School District as an additional insured on the Village and Police Department's certificate of insurance.

The School District agrees to defend, indemnify, and hold harmless the Village and the Police Department, its officers, employees, agents, and volunteers, individually and collectively, from and against all costs, losses, claims, demands, actions, suits, attorney fees, costs, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by the School District's negligence as a result of the School District's use or occupancy of the School District's facilities, equipment, property owned, leased, or rented, or other activities as shown in this Agreement. The School District further agrees to provide a certificate of insurance for liability coverages satisfactory to the Village and the Police Department and name the Village and Police Department as an additional insured on the School District's certificate of insurance.

20. INSURANCE

The Village and Police Department acknowledge their obligation to obtain and maintain throughout the term of this Agreement appropriate insurance coverage for the benefit of the Village and the Police Department, as well as the employees of the Village and the Police Department. The Village and the Police Department waive any rights to recovery from the School District for any injuries the employees of the Village or the Police Department may sustain or cause while performing services under this Agreement that are a result of the negligence of the Village, the Police Department, or the employees of the Village or the Police Department.

21. NON-WAIVER

Nothing herein is intended or shall be construed as a waiver of defenses or immunities (including the limitations of Wis. Stat. § 893.80) available under the law which the Village, the Police Department, or the School District are entitled to raise, nor shall purchase of insurance by the Village, Police Department, or the School District constitute a waiver of any such defenses and immunities.

22. AMENDMENTS

The Agreement may be amended only upon the mutual written agreement executed by all parties.

IN WITNESS WHEREOF, the Village of Williams Bay, the Williams Bay Police Department, and the Williams Bay School District have caused this Agreement to be executed by their duly authorized representatives as of the day and year below.

FOR THE VILLAGE OF WILLIAMS BAY

Walter B. Duncanson
Village President

03/21/2019
Date

FOR THE WILLIAMS BAY POLICE DEPARTMENT

Chris F. Secrest
Chief of Police

3-21-19
Date

FOR THE WILLIAMS BAY SCHOOL DISTRICT

D. Wayne R. Cash
District Administrator

2/11/19
Date

Paul Lathin
School Board President

2/11/19
Date

Squad Car	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
291(unmarked)	441	924	25		2547	776	1	3	232	925	638	73	6585
292	5	756	2154	1586	1851	1588	1768	1687	1564	1478	1339	1475	17251
293	680	769	1672	1789	1328	2280	1508	2180	2096	1879	3634	2761	22576
294	3612	2075	675	763	1273	924	781	2362	1615	1501	1189	1583	18353
Total	4738	4524	4526	4138	6999	5568	4058	6232	5507	5783	6800	5892	64765

	mileage end												
291	123372	124296	124321		126868	127644	127665	127668	127900	128825	129463	129536	
292	47418	48174	50328	51914	53765	55353	57121	58808	60372	61850	63189	64664	
293	87931	88700	90372	92161	93489	95769	97277	99457	101553	103432	107066	109827	
294	15027	17102	17777	18540	19813	20737	21518	23880	25495	26996	28185	29768	

Squad Car	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
291(unmarked)	68	321						596	20	1165	477	5	2652
292	1225	742	1124	1822	2171	1852	1618	2294	1774	1702	1033	1688	19045
293	2421	2036	2937	588	1736	2093	2125	1778	1329	1215	770	1495	20523
294	1196	1026	1137	1039	2798	2167	2371	1848	1655	2073	1388	2436	21134
Total	4910	4125	5198	3449	6705	6112	6114	6516	4778	6155	3668	5624	63354
	ENDING MILEAGE												
291	129604	129925	129925	129925	129925	129925	129925	130521	130541	131706	132183	132188	
292	65889	66631	67773	69595	71766	73618	75236	77530	79304	81006	82039	83727	
293	112248	114284	117221	588	2324	4417	6542	8320	9649	10864	11634	13129	
294	30964	31990	33127	34166	36964	39131	41502	43350	45005	47078	48466	50902	

Squad Car	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
291(unmarked)						208	5	64				778	1055
292	531	114	639	1443	848	719	1055	2177	803	1538	1503	560	11930
293	1050	1227	1614	1865	1073	1678	1759	1549	208	479	601	588	13691
294	1228	1995	1575	2080	1789	2448	1989	1945	912	1817	1462	2504	21744
Total	2809	3336	3828	5388	3710	5053	4808	5735	1923	3834	3566	4430	48420
	ENDING MILEAGE												
291				134705		134913	134918	134982				135755	
292	84258	84372	85040	86011	86859	87578	88633	90810	91613	93151	94654	95214	
293	14179	15406	17020	18654	19727	21405	23164	24713	24921	25400	26001	26589	
294	52130	54125	55778	56993	58782	61230	63219	65164	66076	67893	69355	71859	

Squad Car	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
291(unmarked)	402	105				208	5	64				778	1562
292	1827	1578											
293	425	595											
294	2176	1817											
Total	4830												
	ENDING MILEAGE												
291	136157	136262											
292	97041	98619											
293	27014	27609											
294	74035	75852											



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES PARKS AND LAKEFRONT COMMITTEE WEDNESDAY, FEBRUARY 16, 2022 AT 6:30 PM LIONS FIELD HOUSE; 310 ELKHORN RD

Call to Order

Meeting was called to order by Chairman D'Alessandro at 6:31pm

Roll Call

Present: Trustees D'Alessandro, Stanek and Wright

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

Meeting Minutes

D'Alessandro/Wright motion to approve meeting minutes of January 12, 2022. Unanimously carried.

Community Garden Discussion

Lengthy discussion was held regarding the Community Garden and whether it should be moved to Theatre Road. D'Alessandro read emails from Lions Club members who expressed concerns about the Community Garden being unsightly and suggested moving it to Theatre Road. Current plot owners were present who would like it to stay at Lions Field House and suggested that the Village make improvements to the area such as adding fencing around the plots and a compost area that would be like the fencing in the Dog Park and adding landscaping to make the area look better. They raised concerns about moving it to Theatre Road due to unknown soil conditions and the condition of the abandoned well. It was also noted that the Audubon Society donated a plot and that it cannot be moved to Theatre Road. Wright suggested devising a plan on how to improve the garden in its current location and have soil testing's done at Theatre Road and have the well tested. A suggestion was made to have a garden designer look at the current location and Theatre Road to provide ideas on how to make it look better. The Committee will discuss the results of the soil and well testing along with any input from a garden designer sometime during the summer months.

Resolution R-4-22 Amending Fee Schedule for beach fees

Tobin presented the resolution that will change the daily adult fee from \$8 to \$10 and the resident guest passes from \$6 to \$10 each. The increase was discussed during the budget process to help offset increased wages for beach and launch attendants. Wright/Stanek motion to recommend Village Board approval of Resolution R-4-22 Amending Fee Schedule for beach fees. Unanimously carried.

Resolution R7-22 Amending fee schedule for Kayak and Paddleboard Rental fees

Tobin presented the resolution to increase all the resident and non-resident fees by \$5. The increase was discussed during the budget process to support the additional part-time summer Recreation staff. Wright/Stanek motion to recommend Village Board approval of Resolution R7-22 Amending fee schedule for Kayak and Paddleboard Rental fees. Unanimously carried.

Robert J. Carlson Memorial Park

The Committee reviewed the Park & Memorials Committee recommendation to place a standard park sign east of the beach area titled "Carlson Park". Brushfire Signs provided a quote of \$3,559.25 for a sign that matches the signs throughout the Village. Further discussion was held regarding a memorial plaque on a boulder in the park. D'Alessandro stated that his recommendation would be for the Village to pay for the sign and seek other funding sources such as donations or a

contribution from the family for a plaque. It was the consensus of the Committee to get a quote on a plaque and bring it back to the Committee when a quote is obtained.

Williams Bay Fine Art and Crafts Fest Edgewater Park Use Application for July 29 – 31, 2022.

Stanek/Wright motion to recommend Village Board approval of the Williams Bay Fine Art and Crafts Fest Edgewater Park Use Application for July 29 – 31, 2022. Unanimously carried.

Adjourn

Stanek/Wright motion to adjourn at 7:34pm. Unanimously carried.

/s/ Lori Peterzell, Village Treasurer

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



General Contractor
Serving the Walworth County Area since 1995
N3219 Hwy. -H- Lake Geneva, WI. 53147
Phone: 262-248-0261 www.rjamannbuilders.com

Date: 3/10/2022 Prepared By: Brett Stanczak 262-949-1240

Proposal Prepared For:	Work to be performed at:
Village of Williams Bay	Lake Path Bathrooms
Attn: Wayne Edwards	
230 Williams St. P.O. Box 580	
Williams Bay, WI 53191	
262-245-2706	

PROJECT PROPOSAL

Project Description: Remodel Beach House Pass Area

Scope of Work:

- | | |
|---|----------------------------------|
| <ul style="list-style-type: none">Remove existing stand / counter area and dispose ofInstall approximately 70" of new 42" haigh base cabinets at front. 12" deepInstall approximately 36" of new 42" haigh base cabinets at side. 12" deepInstall granite or similar topsRevise Electrical outlet to right side for power sourceInstall new ceiling fanPatch Hole on Exterior facing lake | ALLOWANCE \$ 10,600.00 |
|---|----------------------------------|

Terms: 50% Down, Balance on Completion

Alowance items only, shall be arranged for by builder and billed to buyer on a basis of builders cost plus 18%. Allowance items maybe greater than or lesser than amounts listed below. Allowance items are those items that are not known of as of this time due to selections still to be made by buyer, specific site conditions, or other conditions as noted. Whenever possible, pricing will be reviewed prior to ordering materials or scheduling of work.

Total of Page #1: \$ 10,600.00

{Continued}

R.J. Amann Builders, LLC

Proposal Continued

Thank you for the opportunity to quote this project for you! Please feel free to call or email if you have any questions or would like to schedule another meeting. We welcome any chance to further discuss this proposal with you.

Note: Any delinquent charges and collections fees, including attorney fees, will be paid by Owner/Buyer. A late fee of 1.5% per month will be charged on all invoices not paid within 30 days of invoice date. Any alteration or deviation from above proposal specifications involving extra costs will be executed on a time and material basis plus 18%, billed at \$80.00 per man hour. Owner/Buyer is also aware that many of the materials being ordered are custom for the above proposal and can not be returned. Owner/Buyer is to carry fire, tornado, and other necessary

'Builders Risk' insurance. Our employees are fully covered by Workman's Compensation Insurance.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. All labor and material provided by builder and hired subcontractors are warranted for a period of 12 months from date of occupancy/completion of project. Builder and hired subcontractors do not guarantee the physical condition and/or operational capabilities of any materials supplied by Owner/Buyer. All Owner/Buyer supplied materials requiring return/exchange are to be handled by Owner/Buyer. Builder cannot be held responsible for construction delays related to Owner/Buyer supplied materials

Although Every precaution is taken to produce a flawless final result when pouring cement flatwork, it cannot be guaranteed against cracking, chipping, surface defects, etc.

As requested by the Wisconsin Construction Lien Law, Builder hereby notifies Owner/Buyer that persons or companies furnishing labor and/or materials for the construction on an Owners/Buyers land may have lien rights on Owners/Buyers land and buildings if not paid. Those entitled lien rights, in addition to the undersigned Builder, are those who contract directly with the Owner/Buyer or those who give the Owner/Buyer notice within 60 days after they furnish labor and/or materials for the construction. Accordingly, Owner/Buyer probably will receive notices from those who furnish labor and/or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the Owner/Buyer and their lender, if any, to see that all potential lien claimants are duly paid.

All

agreements are contingent upon strikes, accidents, weather conditions, or delays beyond our control.

NOTICE CONCERNING CONSTRUCTION DEFECTS: Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against window or door suppliers. For example, section 895.07(2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you provide must your contractor or window or door suppliers with the opportunity to make an offer to repair or pay for the construction defects. You are not obligated to accept any offers made by the contractor or window or door suppliers, but failure to accept a reasonable offer may limit your recoverable damages. All parties are bound by applicable warranty provisions.

Acceptance of Proposal Dated: 3/10/2022

Project: Remodel Beach House Pass Area

Owner / Buyer: Village of Williams Bay

Project Amount: \$ 10,600.00

The Above prices, specifications and conditions are satisfactory and hereby accepted.

We hereby authorize you to do the work as specified.

Signature:

R.J. Amann Builders L.L.C. - Ronald J. Amann Member

Date:

Signature:

Customer - Buyer - Owner*

Date:

By signing above, customer acknowledges receipt of attached 'Right to Cure Law' brochure

This proposal may be withdrawn if not accepted within 30 days



General Contractor
Serving the Walworth County Area since 1995
N3219 Hwy. -H- Lake Geneva, WI. 53147
Phone: 262-248-0261 www.rjamannbuilders.com

Date: 3/10/2022 **Prepared By:** Brett Stanczak 262-949-1240

Proposal Prepared For:	Work to be performed at:
Village of Williams Bay	Lake Path Bathrooms
Attn: Wayne Edwards	
230 Williams St. P.O. Box 580	
Williams Bay, WI 53191	
262-245-2706	

PROJECT PROPOSAL

Project Description: Remodel of Lake Path Bathrooms

Scope of Work:

• Necessary Permits	ALLOWANCE	\$	500.00
• Remodel Work		\$	33,000.00
Block / Soffit Out top of bathroom walls			
Run necessary plumbing			
Spray Foam insulation to be applied and injected to block walls			
Cover soffits with T&G matching boards			
Re-Paint all ceilings and walls			
Install New Partitions at bath stall areas			
Add Vent to Utility Closte area			
Install vent fan in each bath and change lights and fans to motion activated			
Install New LED Fixtures to Interior			
• Plumbing: New Lines, Electric Water Heater. Change Faucets	ALLOWANCE	\$	3,000.00
• Electrical: Above Mentioned Fixtures plus wiring for Equipment	ALLOWANCE	\$	3,000.00
• Heating:	ALLOWANCE	\$	14,500.00
Removal of Existing Mitsubishi unit and replace with new unit to handle both bathrooms and office area.			

Terms: 50% Down, Balance on Completion

Alowance items only, shall be arranged for by builder and billed to buyer on a basis of builders cost plus 18%. Allowance items maybe greater than or lesser than amounts listed below. Allowance items are those items that are not known of as of this time due to selections still to be made by buyer, specific site conditions, or other conditions as noted. Whenever possible, pricing will be reviewed prior to ordering materials or scheduling of work.

Total of Page #1: \$ 54,000.00

{Continued}

R.J. Amann Builders, LLC

Proposal Continued

Thank you for the opportunity to quote this project for you! Please feel free to call or email if you have any questions or would like to schedule another meeting. We welcome any chance to further discuss this proposal with you.

Note: Any delinquent charges and collections fees, including attorney fees, will be paid by Owner/Buyer. A late fee of 1.5% per month will be charged on all invoices not paid within 30 days of invoice date. Any alteration or deviation from above proposal specifications involving extra costs will be executed on a time and material basis plus 18%, billed at \$80.00 per man hour. Owner/Buyer is also aware that many of the materials being ordered are custom for the above proposal and can not be returned. Owner/Buyer is to carry fire, tornado, and other necessary

'Builders Risk' insurance. Our employees are fully covered by Workman's Compensation Insurance.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. All labor and material provided by builder and hired subcontractors are warranted for a period of 12 months from date of occupancy/completion of project. Builder and hired subcontractors do not guarantee the physical condition and/or operational capabilities of any materials supplied by Owner/Buyer. All Owner/Buyer supplied materials requiring return/exchange are to be handled by Owner/Buyer. Builder cannot be held responsible for construction delays related to Owner/Buyer supplied materials

Although Every precaution is taken to produce a flawless final result when pouring cement flatwork, it cannot be guaranteed against cracking, chipping, surface defects, etc.

As requested by the Wisconsin Construction Lien Law, Builder hereby notifies Owner/Buyer that persons or companies furnishing labor and/or materials for the construction on an Owners/Buyers land may have lien rights on Owners/Buyers land and buildings if not paid. Those entitled lien rights, in addition to the undersigned Builder, are those who contract directly with the Owner/Buyer or those who give the Owner/Buyer notice within 60 days after they furnish labor and/or materials for the construction. Accordingly, Owner/Buyer probably will receive notices from those who furnish labor and/or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the Owner/Buyer and their lender, if any, to see that all potential lien claimants are duly paid.

All

agreements are contingent upon strikes, accidents, weather conditions, or delays beyond our control.

NOTICE CONCERNING CONSTRUCTION DEFECTS: Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against window or door suppliers. For example, section 895.07(2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you provide must your contractor or window or door suppliers with the opportunity to make an offer to repair or pay for the construction defects. You are not obligated to accept any offers made by the contractor or window or door suppliers, but failure to accept a reasonable offer may limit your recoverable damages. All parties are bound by applicable warranty provisions.

Acceptance of Proposal Dated: 3/10/2022

Project: Remodel of Lake Path Bathrooms

Owner / Buyer: Village of Williams Bay

Project Amount: \$ 54,000.00

The Above prices, specifications and conditions are satisfactory and hereby accepted.

We hereby authorize you to do the work as specified.

Signature:

R.J. Amann Builders L.L.C. - Ronald J. Amann Member

Date:

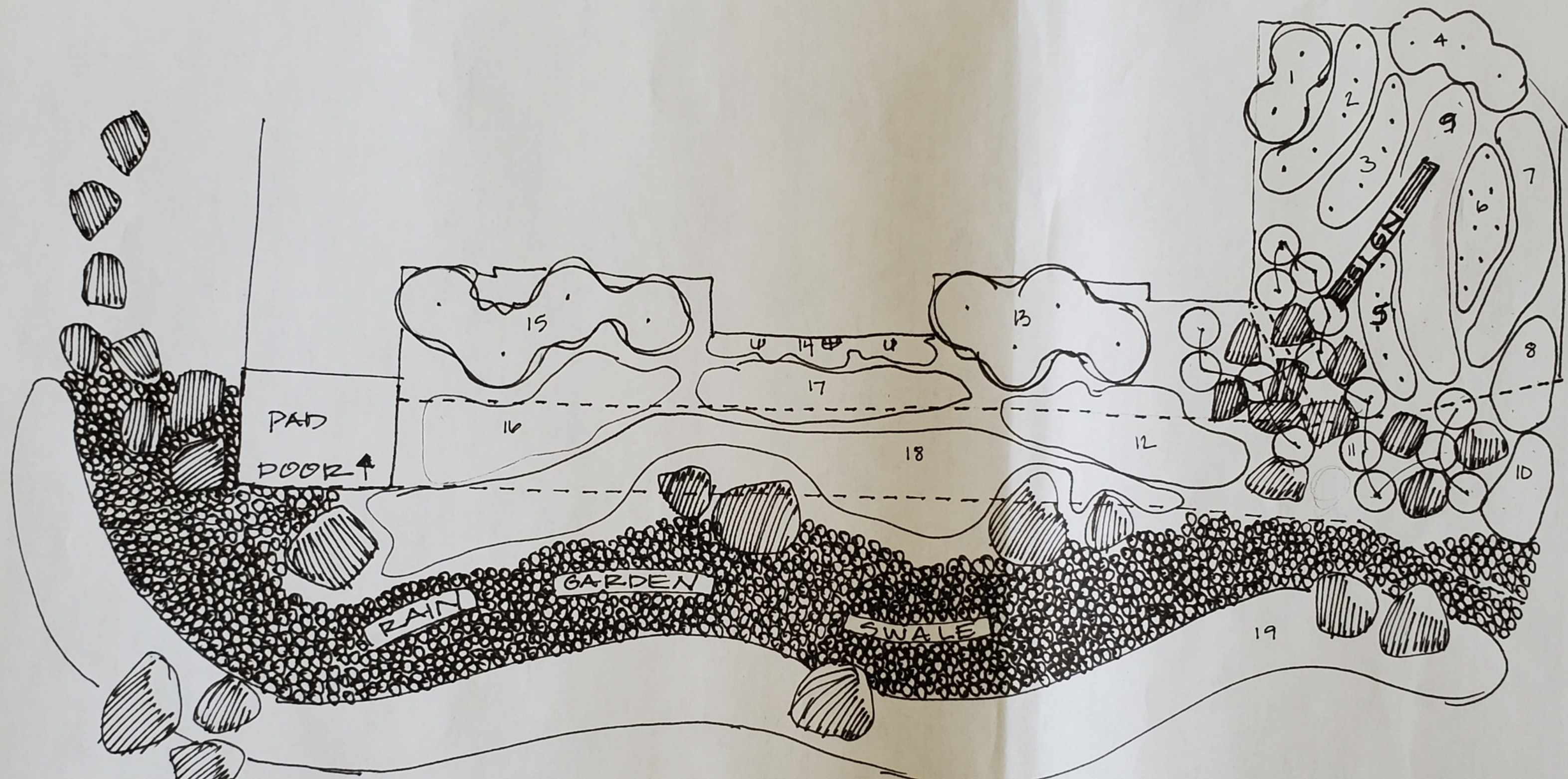
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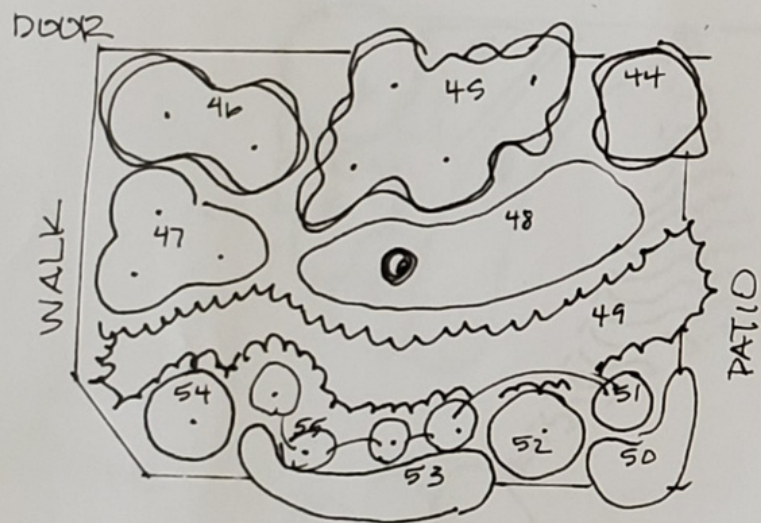
Customer - Buyer - Owner*

Date:

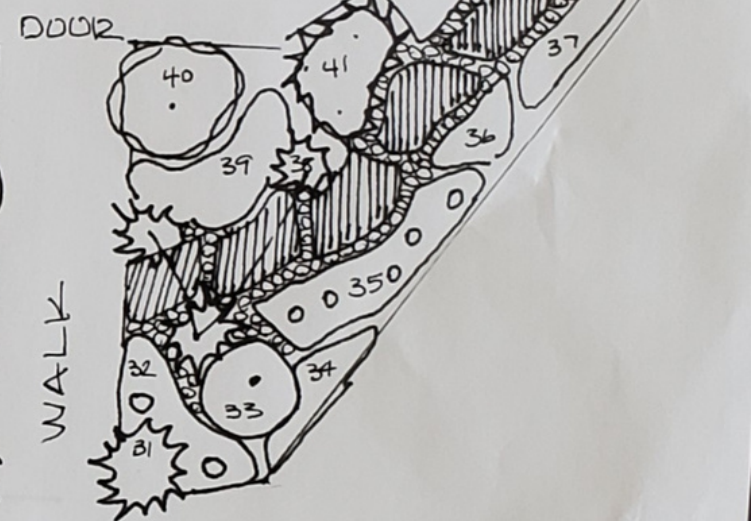
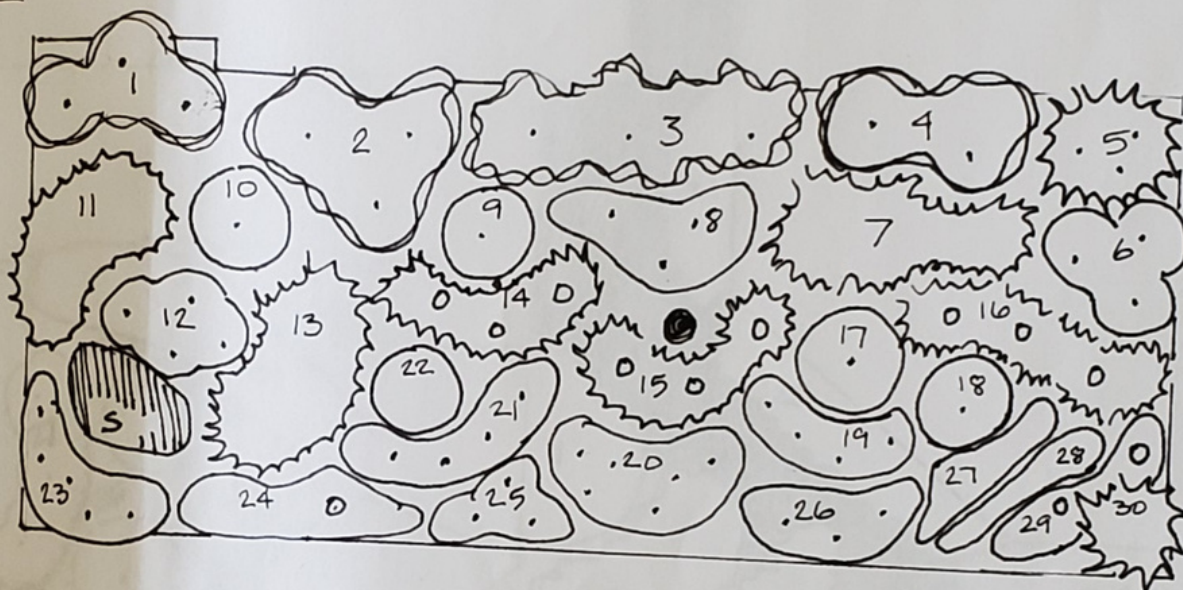
By signing above, customer acknowledges receipt of attached 'Right to Cure Law' brochure

This proposal may be withdrawn if not accepted within 30 days





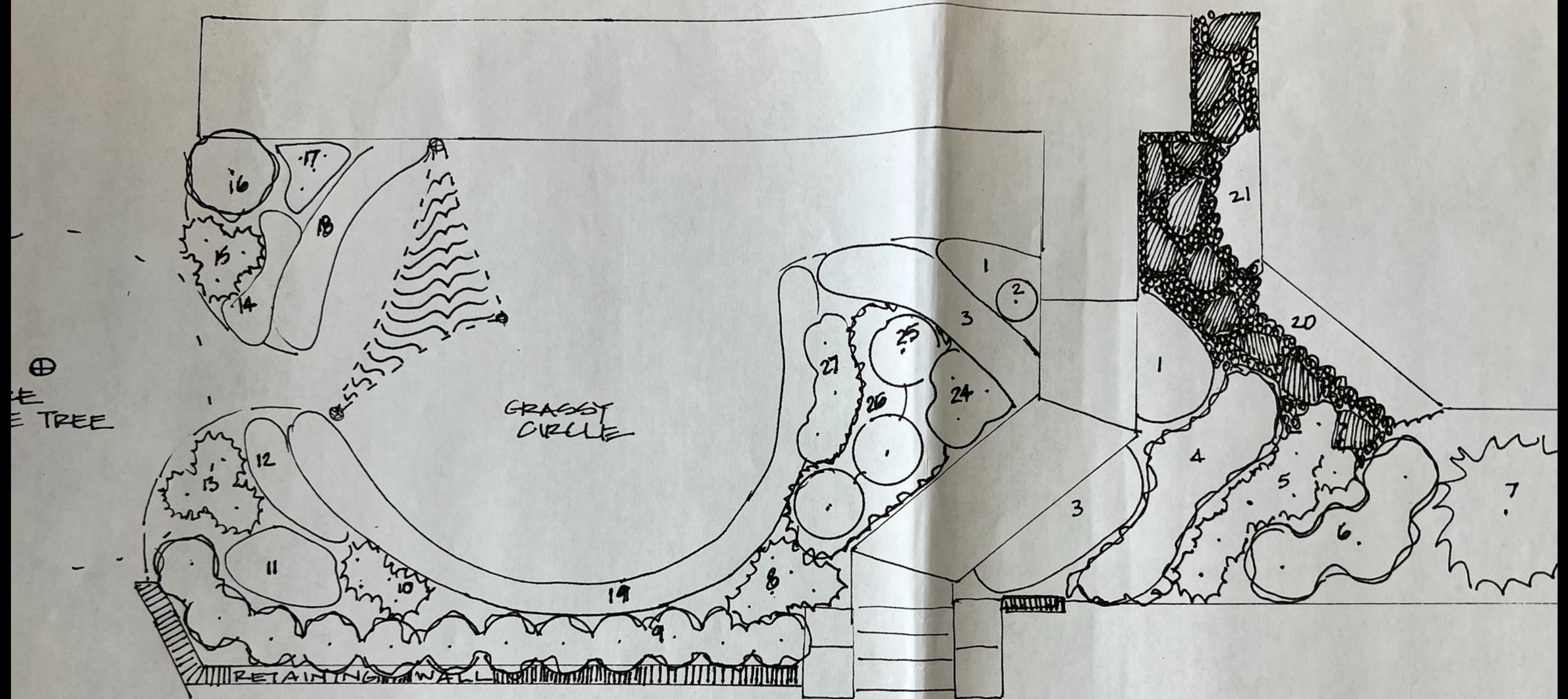
FRONT
ENTRANCE



'Blue Ice' 1 GAL
 LAX 'Kodiak Orange' 3 GAL
 LAX 'Low Scape Hedger' 3 GAL
 LAX 'Kodiak Orange' 3 GAL
 POGON 'Holy Smoke' 1 GAL
 IA 'Blue Ice' 1 GAL
 EA 'Dutch Rose' 1 GAL
 EA 'Paprika' 1 GAL

- ⑮ 1 BAPTISIA 'Solar Flare' 1 GAL
- ⑯ 4 HEMEROCALLIS 'Jumping Pumpkins' 1 GAL
- ⑰ 3 ASCLEPIAS tuberosa 1 GAL
- 3 VERNONIA 'Iron Butterfly' 1 GAL
- ⑱ 4 HEMEROCALLIS 'Joan Schior' 1 GAL
- ⑳ 1 CARYOPTERIS x 'Beyond Midnight' 2 GAL
- ㉑ 5 GERANIUM 'Bevans Variety' 1 GAL
- ㉒ 1 SEDUM 'Peace and Joy' 1 GAL

- ㉓ 3 PENNISETUM 'Piglet' 1 GAL
- ㉔ 3 SEDUM 'Sunset Boulevard' 1 GAL
- ㉕ 3 SCHIZACHYRIUM 'Jazz' 1 GAL
- ㉖ 1 HYDRANGEA 'Little Quick Fire' 2 GAL
- ㉗ 4 RHUS 'Gro Low' 2 GAL
- ㉘ 2 HYDRANGEA 'Little Quick Fire' 2 GAL
- ㉙ 3 ANEMONE 'Robustissima' 1 GAL
- ㉚ 2 GERANIUM



15 'Bella Lugosi' 1 GAL
 Burning Hearts 1 GAL
 15 'Merry Wives' 1 GAL
 12 'Red Head' 1 GAL
 12 'Viking' 3'
 4-5 foot
 1 GAL

- 19 12 ALCHEMILLA m. Thriller 1 GAL
- 12 STACHYS 'Summer Romance' 1 GAL
- 15 GERANIUM 'Bevans Variety' 1 GAL
- 20 5 PENNISETUM 'Piglet' 1 GAL
- 21 8 PENNISETUM 'Ginger Love' 1 GAL
- 24 3 HELIOPSIS 'Burning Hearts' 1 GAL
- 25 3 BAPTISIA 'Purple Smoke' 1 GAL
- 26 12 SPOROBOLUS 'Tana' 1 GAL



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES FINANCE AND PERSONNEL COMMITTEE WEDNESDAY, FEBRUARY 16, 2022 AT 6:30 PM LIONS FIELD HOUSE; 310 ELKHORN RD

Call to Order

Meeting was called to order by Chairman Parker at 8:10pm

Roll Call

Trustees Parker, D'Alessandro, and Wright.

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

Meeting Minutes

Wright/D'Alessandro motion to approve meeting minutes of January 12, 2022, January 17, 2022 and January 28, 2022. Unanimously carried.

Resolution R-8-22 Resolution to amend the 2022 Budget

Tobin presented Resolution R-8-22 Resolution to amend the 2022 Budget which transfers \$300,000 from the General Fund unassigned fund balance to the general fund operating for EMS needs. Wright/D'Alessandro motion to recommend Village Board approval of Resolution R-8-22 Resolution to amend the 2022 Budget. Unanimously carried.

Village Credit Card Policy

The Committee reviewed the proposed credit card policy. Tobin stated that the credit cards are issued by First National Bank & Trust and will have controls in place that will restrict certain purchases. Each cardmember will have a \$3,000 credit limit. D'Alessandro/Wright motion to recommend Village Board approval of the Village Credit Card Policy. Unanimously carried.

Village Surplus Property

Tobin stated that Department Heads submitted a listing of property to be sold on the Wisconsin Surplus Online Auction. D'Alessandro/Wright motion to recommend Village Board approval of listing surplus items on the Wisconsin Surplus Online Auction. Unanimously carried.

Adjourn

D'Alessandro/Wright motion to adjourn at 8:22pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES FINANCE AND PERSONNEL 02/21/22 MEETING

MONDAY, FEBRUARY 21, 2022 AT 9:00 AM

VIA ZOOM WEBINAR

INTERACT FROM A COMPUTER BY GOING TO:

[HTTPS://US06WEB.ZOOM.US/J/88562661204](https://us06web.zoom.us/j/88562661204)

LISTEN-IN FROM A PHONE BY DIALING: 888-475-4499 | MEETING ID: 885 6266
1204

I. Call to Order

Trustee Parker called the meeting to order at 9:04am.

II. Roll Call

Present: Trustees Parker, Wright and D'Alessandro

Also Present: Trustee Umans, Administrator Tobin and Clerk Pankau

III. Updated Contract with SafeBuilt

Trustee Parker stated that SafeBuilt is reducing our fees now that they are working with Fontana as well.

The motion to Approve the Updated Contract with SafeBuilt was initiated by Jim D'Alessandro and seconded by Lowell Wright. Unanimously carried.

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

The motion to convene into closed session pursuant to the exemption contained in Wis. Stats. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting the specified public business, whenever competitive or bargaining reasons require a closed session was initiated by Jim D'Alessandro and seconded by Lowell Wright at 9:08am.

Votes:

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

No: None

Abstain: None

Result: Passed

A. Emergency Medical Services (EMS)

V. Motion to reconvene into open session

The Motion to reconvene into open session was initiated by Lowell Wright and seconded by Jim D'Alessandro at 9:23am. Unanimously carried.

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

Trustee Parker stated that there will be no action taken today.

VII. Adjourn

The motion to adjourn was initiated by Jim D'Alessandro and seconded by Lowell Wright at 9:24am. Unanimously carried.

/s/ Jackie Pankau-Daniels, 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 | williamsbay.org

Phone: 262-245-2700

UNOFFICIAL MINUTES JOINT FINANCE & PERSONNEL AND WATER & SEWER COMMITTEE MEETING

MONDAY, MARCH 14, 2022 AT 9:30 AM

VIA ZOOM WEBINAR

INTERACT FROM A COMPUTER BY GOING TO:

[HTTPS://US06WEB.ZOOM.US/J/89202431645](https://us06web.zoom.us/j/89202431645)

LISTEN-IN FROM A PHONE BY DIALING: 888-475-4499 | MEETING ID: 892 0243
1645

I. Call to Order

Parker called the meeting to order at 9:30pa.

II. Roll Call

Present: Finance & Personnel: Chairman Parker, D'Alessandro and Wright. Water & Sewer: Chairman Umans, Parker and Stanek.

Also Present: Administrator Tobin, Treasurer Peternell and Paul Frantz; Baker Tilly

III. Items for Discussion, Consideration, or Action

A. 2021 Draft Financial Statements

Paul Frantz from Baker Tilly reviewed the 2021 draft financial statements. Frantz stated that he will be issuing a clean audit with an unmodified opinion. Frantz discussed the General Fund balance of \$2,133,681, of which \$22,589 are prepaid 2022 expenses and are categorized as nonspendable, \$1,100,000 total of committed allocations that consist of \$750,000 for the Fire Department expansion and \$350,000 for pier repairs, leaving a balance of \$1,011,092 of unassigned fund balance. A new fund was created in 2021 for the American Rescue Plan Act which has a balance of \$138,110. Further discussion was held regarding the debt service fund balance of \$496,852. Frantz stated that the balance has been there for several years and the Village should develop a plan for utilizing it. Some uses would be to reduce the levy or use when a refunding of debt is done. Discussion was held regarding the net position of the water & sewer utilities. The water utility has an operating loss of \$551,645 and the sewer utility has an operating loss of \$62,464. Frantz stated that the water utility has a net position of \$1,486,261 but is continuing to decrease because current water rates aren't sufficient to pay operating expenses. The sewer utility has a net position of \$642,149 but has also been decreasing due to operating expenses exceeding revenues. Additional discussion was held regarding debt capacity. Wisconsin Statutes states a municipality may not exceed 5% of the equalized value for general obligation debt. The Village has a total allowable debt capacity of \$48,615,095 of which it is utilizing \$6,251,615 of that capacity.

B. 2021 Draft PSC Report

Discussion was held regarding the 2021 PSC report. Peternell stated that she is working with the Engineer to review the water loss calculation and that there are a few edits needed to the report prior to submitting. Frantz stated that the Village should be filing for a conventional rate increase every 5 years and applying for a simplified 3% increase every year that they qualify. Final report needs to be filed with the PSC by May 1st.

IV. Adjournment

The motion to adjourn was initiated by Rob Umans and seconded by Lowell Wright at 10:39am. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



VILLAGE OF WILLIAMS BAY

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

RESOLUTION R-6-22

RESOLUTION FOR COMMITMENT OF DECEMBER 31, 2022 FUND BALANCES

WHEREAS, the Government Accounting Standards Board (GASB) has issued Statement No. 54 – Fund Balance Reporting and Governmental Fund Type Definitions, which changes the terminology used for fund balance reporting on balance sheets of Governmental Funds; and

WHEREAS, by the Village of Williams Bay Board of Trustees commits fund balances for the following purposes;

Committed Fund Balance

Fire Department Building	\$450,000
Pier Slips	\$300,000

THEREFORE, BE IT RESOLVED that the Village of Williams Bay, Walworth County, Wisconsin by this resolution accepts the recommendation, as presented.

Approved by the Village Board of the Village of Williams Bay this _____ day of _____, 2022.

VILLAGE OF WILLIAMS BAY

By: _____

William Duncan, President

Attest: _____

Jackelyn Pankau-Daniels, Clerk



Carlson Park

Village Of Williams Bay



Carlson Park Signs

Brushfire Signs <brushfiresigns@yahoo.com>
Reply-To: Brushfire Signs <info@brushfire-signs.com>
To: Jackie Pankau <clerk@williamsbay.org>

Mon, Feb 7, 2022 at 5:26 PM

Jackie,

The cost for the Carlson Park sign will be \$3,559.25, installed by the village.
We need more information to quote the bronze plaque.

[Quoted text hidden]

[Quoted text hidden]



Carlson Park Signs

Brushfire Signs <brushfiresigns@yahoo.com>
Reply-To: Brushfire Signs <brushfiresigns@yahoo.com>
To: Jackie Pankau <clerk@williamsbay.org>

Mon, Feb 21, 2022 at 2:39 PM

Hi Jackie,

I've attached a layout for the bronze plaque for Bob Carlson. I'm also sending an example of a bronze plaque so you can see the color and bevel, it will be the same style I'm getting for Bob's plaque.

The size of Bob's plaque is 14" wide and 12" high.

I did make one change, I moved "Robert Carlson" up as a header and started the first line with "Bob".

Please let me know if you want changes.

In the meantime, I'm going to send out for a quote and will let you know the cost as soon as I Can.

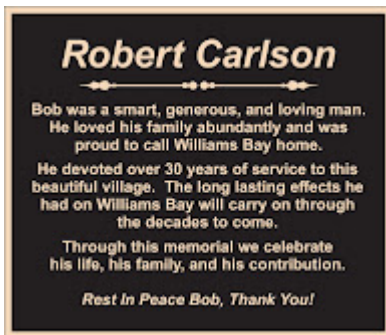
[Quoted text hidden]

[Quoted text hidden]

2 attachments



example of Bobs plaque style.jpg
34K



BP Bob Carlson.jpg
1905K

Robert Carlson



**Bob was a smart, generous, and loving man.
He loved his family abundantly and was
proud to call Williams Bay home.**

**He devoted over 30 years of service to this
beautiful village. The long lasting effects he
had on Williams Bay will carry on through
the decades to come.**

**Through this memorial we celebrate
his life, his family, and his contribution.**

Rest In Peace Bob, Thank You!

GRD REALTY GROUP LLC

MIDWEST MEDICAL
DEVELOPMENT LLC



Brushfire Signs

2:41 PM (57 minutes ago)

to me

Hi Jackie,

I received the quote for Bob's plaque today.

The cost for the 12" x 14" bronze plaque not installed will be \$695.00.

Thank you,
Kit

Brushfire Signs

N4075 Petrie Road

Elkhorn, WI 53121

Phone 262-245-5109

brushfire-signs.com

MEMORANDUM OF UNDERSTANDING

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

RECITALS

- A. The Village operates a municipal beach within the corporate boundaries of the Village which provides access to Geneva Lake (the Beach).
- B. Access to the Beach is controlled by the Village as determined by various factors including public health safety concerns.
- C. The Village has determined that it is appropriate in 2022 to allow access to the Beach by individuals who are not residents of the Village, subject to the purchase of beach tags for that purpose.
- D. The Town has proposed to allow its residents to acquire up to two (2) beach tags per household with the Village to bill the Town directly for the purchase of such beach tags.
- E. The Village has determined that it is appropriate to accept the proposal of the Town to allow the Town's residents to acquire up to two (2) beach tags per Town household, with the Village billing the Town for same, subject to the provisions of this MOU.

AGREEMENT

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

- 1. The Village agrees to allow the Town to acquire up to two (2) beach tags per household of Town residents to permit access to the Beach. This will be at the non-resident rate.
- 2. The Town will require all Town residents requesting beach tags to complete and sign the attached "Town of Linn Form 2022 Season Beach Tag Request Form" (the Form). Such Form will be forwarded to the Village by the applicant along with a copy of the most recent tax bill as proof of residency. If additional beach tags beyond the two (2) to be billed to the Town are requested by the applicant, payment for such

additional tags as addressed in the Form, must also be provided to the Village before such additional beach tags are issued.

3. Upon receipt of the Form and required documents, and, if applicable, payment for additional beach tags, the Village will issue the requested beach tags to the applicants. On or before September 10, 2022, the Village will forward to the Town a copy of each Form processed by the Village along with the bill of the Village to the Town for the up to two (2) beach tags per Town resident issued by the Village. The charge for each such beach tag will be in the amounts set forth on the Form.

4. The Town agrees to pay the billing from the Village for the beach tags issued to up to two (2) residents per Town household, on or before October 10, 2022.

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

APPROVED by the Village Board of the Village of Williams Bay this _____ day of _____, 2022.

VILLAGE OF WILIAMS BAY

By: _____
William Duncan, Village President

ATTESTED:

By: _____
Jackelyn Pankau-Daniels, Village Clerk

APPROVED by the Town Board of the Town of Linn this _____ day of _____, 2022.

TOWN OF LINN

By: _____
James Weiss, Town Chairperson

ATTEST:

Alyson Morris, Town Clerk



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES WATER AND SEWER COMMITTEE WEDNESDAY, FEBRUARY 16, 2022 AT 6:30 PM LIONS FIELD HOUSE; 310 ELKHORN RD

Call to Order

Meeting was called to order by Chairman Umans at 8:22pm

Roll Call

Trustees Umans, Parker and Stanek

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

Meeting Minutes

Stanek/Parker motion to approve the January 12, 2022 5:45pm, January 12, 2022 6:30pm and January 17, 2022 meeting minutes. Unanimously carried.

Adjourn

Stanek/Parker motion to adjourn at 8:22pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES JOINT FINANCE & PERSONNEL AND WATER & SEWER COMMITTEE MEETING

MONDAY, MARCH 14, 2022 AT 9:30 AM

VIA ZOOM WEBINAR

INTERACT FROM A COMPUTER BY GOING TO:

[HTTPS://US06WEB.ZOOM.US/J/89202431645](https://us06web.zoom.us/j/89202431645)

LISTEN-IN FROM A PHONE BY DIALING: 888-475-4499 | MEETING ID: 892 0243
1645

I. Call to Order

Parker called the meeting to order at 9:30pa.

II. Roll Call

Present: Finance & Personnel: Chairman Parker, D'Alessandro and Wright. Water & Sewer: Chairman Umans, Parker and Stanek.

Also Present: Administrator Tobin, Treasurer Peternell and Paul Frantz; Baker Tilly

III. Items for Discussion, Consideration, or Action

A. 2021 Draft Financial Statements

Paul Frantz from Baker Tilly reviewed the 2021 draft financial statements. Frantz stated that he will be issuing a clean audit with an unmodified opinion. Frantz discussed the General Fund balance of \$2,133,681, of which \$22,589 are prepaid 2022 expenses and are categorized as nonspendable, \$1,100,000 total of committed allocations that consist of \$750,000 for the Fire Department expansion and \$350,000 for pier repairs, leaving a balance of \$1,011,092 of unassigned fund balance. A new fund was created in 2021 for the American Rescue Plan Act which has a balance of \$138,110. Further discussion was held regarding the debt service fund balance of \$496,852. Frantz stated that the balance has been there for several years and the Village should develop a plan for utilizing it. Some uses would be to reduce the levy or use when a refunding of debt is done. Discussion was held regarding the net position of the water & sewer utilities. The water utility has an operating loss of \$551,645 and the sewer utility has an operating loss of \$62,464. Frantz stated that the water utility has a net position of \$1,486,261 but is continuing to decrease because current water rates aren't sufficient to pay operating expenses. The sewer utility has a net position of \$642,149 but has also been decreasing due to operating expenses exceeding revenues. Additional discussion was held regarding debt capacity. Wisconsin Statutes states a municipality may not exceed 5% of the equalized value for general obligation debt. The Village has a total allowable debt capacity of \$48,615,095 of which it is utilizing \$6,251,615 of that capacity.

B. 2021 Draft PSC Report

Discussion was held regarding the 2021 PSC report. Peternell stated that she is working with the Engineer to review the water loss calculation and that there are a few edits needed to the report prior to submitting. Frantz stated that the Village should be filing for a conventional rate increase every 5 years and applying for a simplified 3% increase every year that they qualify. Final report needs to be filed with the PSC by May 1st.

IV. Adjournment

The motion to adjourn was initiated by Rob Umans and seconded by Lowell Wright at 10:39am. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES BUILDING, ZONING AND ORDINANCE COMMITTEE WEDNESDAY, FEBRUARY 16, 2022 AT 6:30 PM LIONS FIELD HOUSE; 310 ELKHORN RD

Call to Order

Meeting was called to order by Chairman Wright at 8:23pm

Roll Call

Trustees Wright, Parker and Vlach

Also Present: President Duncan, Trustee D'Alessandro, Stanek and Umans, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards, Police Chief Timm, Recreation Director Rowland, residents Danny McGovern and John & Susan Holmes.

Meeting Minutes

Vlach/Parker motion to approve the meeting minutes of January 12, 2022. Vlach abstained; motion carried.

Updated Contract with SafeBuilt

The Committee reviewed the amended contract with SafeBuilt that changes the fee schedule for inspections from \$95 to \$75 and the inspection services from 85% to 80%. Vlach/Parker motion to recommend the amended contract to the Finance & Personnel Committee. Unanimously carried.

Ordinance #2022-04 An Ordinance creating sections 281-1H(9) and 281-1L(8) of the Code of Ordinances of the Village of Williams Bay Establishing Wharf and Pier Number Requirement and Penalty for Violation

The Committee reviewed the proposed ordinance that will require pier numbers to be displayed on the piers. Discussion was held that this new requirement will be included with the annual waterway structure permit application. Parker/Vlach motion to recommend the first reading of Ordinance #2022-04 An Ordinance creating sections 281-1H(9) and 281-1L(8) of the Code of Ordinances of the Village of Williams Bay Establishing Wharf and Pier Number Requirement and Penalty for Violation. Unanimously carried.

Ordinance #2022-03 An Ordinance Amending Sections 390-0212C2 390-0214C2 390-0215C, 390-0216C and 390-0310M of the Code of Ordinances of the Village of Williams Bay Concerning Tourist Rooming Houses – REVIEW ONLY

Wright discussed the proposed changes to the ordinance in regard to Tourist Rooming Houses that will remove the limit of Tourist Rooming Houses and allow Tourist Rooming Houses by Conditional Use only in the Small Business District (SB) and Village Center District (VC). Discussion was held regarding the existing Tourist Rooming Houses that are zoned as Single Family (SF). Wright read an email excerpt from the Village Attorney that states *"if a TRH is currently a permitted use in a zoning district and the regulations for the district are changed so that it is no longer a permitted use, the TRH is considered a pre-existing nonconforming use. However, that use may continue so long as it is not discontinued for a period of 12 months. If discontinued for a period of 12 months the nonconforming use cannot resume."* McGovern asked about how his property would be handled since (2) of his cabins were destroyed by a fire and have not been rebuilt yet. The Attorney's email states *"if the structure in which the nonconforming use is located sustains damage and needs repair, the statute provides that the total structural repairs or alterations for the building cannot exceed 50% of the assessed value of the structure unless the use of the structure is changed to a conforming use. As result, if the house in which the Tourist Rooming House use is being conducted has a fire and burns to the ground, the house could be rebuilt but the house could no longer be used as a Tourist Rooming House."* After discussion, it was the consensus that further clarification is needed from the Attorney regarding rebuilt structures and non-conforming uses. The Plan Commission will be reviewing the proposed Ordinance in April.

Ordinance #2055-05 An Ordinance Creating Section 390-0504B of the Code of Ordinances of the Village of Williams Bay Concerning Utility Setbacks – REVIEW ONLY

The Committee reviewed the proposed Ordinance that adds utility setbacks to the Code of Ordinances. The Plan Commission will review the proposed Ordinance in April.

Floodplain Ordinance Update

Tobin stated that the Zoning Administrator provided a summary of the significant changes to proposed floodplain ordinance. Wright will provide a synopsis of the proposed ordinance that will be reviewed by the Plan Commission in March.

Adjourn

Vlach/Parker motion to adjourn at 8:48pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the BZO Committee

ORDINANCE #2022-06
AN ORDINANCE CREATING SECTION 46-14
OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY

WHEREAS, it having been recommended to the Village of Williams Bay Finance and Personnel Committee and the Building, Zoning and Ordinance Committee that it would be appropriate to enact a fund balance policy to standardize the criteria for adjusting the general fund balance of the Village as well as the balance of other funds; and

WHEREAS, the Personnel and Finance Committee and the Building, Zoning and Ordinance Committee having both recommended to the Village Board of the Village of Williams Bay the adoption of a fund balance policy for the Village in ordinance form as set forth below; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is in the best interests of the residents, property owners and taxpayers of the Village to establish a fund balance policy to govern the review and adjustment of the general fund balance as well as the balance of other funds of the Village.

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

Section I. Section 46-14 of the Code of Ordinances of the Village of Williams Bay is hereby created to read as follows:

46-14 FUND BALANCE POLICY

A. Purpose.

1. The Village recognizes the need to maintain an operating reserve in the general fund for the following purposes:
 - (a) Hold adequate working capital to meet cash flow needs during the fiscal year.
 - (b) Reduce the need for short term borrowing.
 - (c) Serve as a safeguard for unanticipated expenditures of the Village.
 - (d) Show fiscal responsibility to maintain a high credit rating, which will help to reduce future borrowing costs.

B. Policy.

1. These policy guidelines will provide direction during the budget process and demonstrate a commitment to maintain adequate financial reserves for long-term financial planning.
 - (a) The Village will maintain an unassigned general fund balance of not less than 30% and no more than 50% based on the budgeted operating expenditures, as measured on December 31st of each year.
 - (b) Any excess of revenues over expenditures at the end of the fiscal year will be added to the fund balance.

- (c) If the unassigned general fund balance shall fall below the minimum 30% range, the Village will replenish shortages/deficiencies using appropriate budget strategies.
- (d) Any projected surplus over 50% will be available for use by the Village as determined in the budget process, generally for one-time projects or debt reduction.

C. Reserves for all other Funds.

- 1. Reserves in other funds will be maintained at levels to cover annual operating costs, or to provide for future capital costs. Deficit balances due to unforeseen circumstances will be addressed during the budget process.
- 2. Prior to calculating the general fund reserve percentage, the Village will ensure that the library and recycling fund have been made whole related to any budgeted/actual deficits.

D. Administrative Responsibilities.

- 1. The Treasurer is responsible for monitoring and reporting the Village's various fund balance assignments. The Village Administrator and Treasurer will both make recommendations to the Village Board on the use of the various funds during the annual budget process and when the need may arise. The parameters should be reviewed by the Finance and Personnel Committee every 2 years or more often if conditions change.

Section II. This ordinance shall take effect upon passage and publication as provided by law.

Approved by the Village Board of the Village of Williams Bay this _____ day of _____, 2022.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Jackelyn Pankau-Daniels, Clerk

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

TO: Village Plan Commission, Board, and Committee Members

FROM: Bonnie Schaeffer, Zoning Administrator

DATE: March 11, 2022

RE: Navigable Stream Setback Requirement

The current shore yard setback of 150 feet does not differentiate between Geneva Lake and navigable streams. It is proposed to amend the zoning ordinance to allow a 75 feet setback to navigable streams while the 150 feet setback to Geneva Lake would remain unchanged.

I have looked at shore yard setback requirements utilized by other communities in Walworth County and have found that Williams Bay is unique in this regard. Some examples are as follows:

- Walworth County requires a 75 feet setback to any navigable waterway including both lakes and navigable streams in all unincorporated areas. They also allow setback averaging in developed areas.
- The Village of Fontana requires a 75 feet setback to Geneva Lake and a 50 feet setback to navigable streams. They also allow setback averaging in developed areas.
- The Village of Mukwonago requires a 50 feet setback to any navigable waterway including both lakes and navigable streams.
- The City of Whitewater requires a 75 feet setback to any navigable waterway including both lakes and streams.