



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

COMMITTEE MEETINGS

WEDNESDAY, MAY 11, 2022 AT 6:30 PM

VILLAGE HALL COUNCIL ROOM

AGENDA

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

- I. Parks & Lakefront Committee – D’Alessandro, Stanek, Wright**
 - a. Call to Order
 - b. Roll Call
 - c. Parks & Lakefront Committee Meeting Minutes of April 13, 2022
 - d. Parks & Lakefront Committee Meeting Minutes of May 5, 2022
 - e. Placement of Memorial Benches
 - f. Library Landscaping Project
 - g. Community Garden Improvements
 - h. Fontana Triathlon
 - i. Ventures Endurance Proposed Triathlon and Trail Run
 - j. Adjourn
- II. Streets & Highways Committee – Stanek, D’Alessandro, Vlach**
 - a. Call to Order
 - b. Roll Call
 - c. Streets & Highways Committee Meeting Minutes of April 13, 2022
 - d. Walworth County Mutual Aid Agreement
 - e. Adjourn
- III. Protective Services Committee – Vlach, Umans, Jaramillo**
 - a. Call to Order
 - b. Roll Call
 - c. Protective Services Committee Meeting Minutes of April 13, 2022
 - d. Protective Services Committee Meeting Minutes of May 2, 2022
 - e. Chief’s Report
 - f. Monthly Numbers

- g.** Adjourn

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

- a.** Call to Order
- b.** Roll Call
- c.** Finance & Personnel Committee Meeting Minutes of April 13, 2022
- d.** Yoga On The Beach contract
- e.** Change in authorized signers for First National Bank & Trust and close accounts at Advia Credit Union
- f.** J&M Displays Fireworks Contract
- g.** Adjourn

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

- a.** Call to Order
- b.** Roll Call
- c.** Water & Sewer Committee Meeting Minutes of April 13, 2022
- d.** Single Family Residence Water Meters
- e.** Adjourn

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

- a.** Call to Order
- b.** Roll Call
- c.** Building, Zoning & Ordinance Committee Meeting Minutes of April 13, 2022
- d.** Proposed Ordinance #2022-08 concerning Impact Fees
- e.** Tourist Rooming Houses
- f.** Discussion on amending the Zoning Ordinance to allow apiaries in the Parks & Institutional District
- g.** 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: 05/10/2022 5:00 PM



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UNOFFICIAL MINUTES PARKS AND LAKEFRONT COMMITTEE WEDNESDAY, APRIL 13, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman D'Alessandro at 7:10pm

Roll Call

Present: Trustees D'Alessandro, Stanek and Wright

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

Meeting Minutes

Wright/Stanek motion to approve meeting minutes of March 16, 2022. Unanimously carried.

Yoga on the Beach Proposal

D'Alessandro discussed the request from Yoga Lake Geneva LLC to provide yoga classes at the beach from 7:00-8:00am on Saturdays and Sundays between Memorial Day and Labor Day weekend. The request includes a donation of \$1/student/day to the Village. Edwards stated that the beach is raked every day and is typically done by 7:00am. It was the consensus of the Committee to approve the request with the condition that the classes will not interfere with the raking of the beach.

D'Alessandro/Stanek motion to recommend the Finance & Personnel Committee approval of a contract with Yoga Lake Geneva LLC per the terms of the proposal regarding insurance coverage and compensation. Unanimously carried.

Garden Proposal at Lions Park

D'Alessandro discussed the proposal from Katie Oglesby, LLC for the Community Garden located at the Lions Field House. D'Alessandro stated the Lions Club has also reviewed the proposal and are in favor of keeping the garden at the Field House if the improvements are made per the proposal. Tobin stated that Recreation Director Rowland is working on costs for a shed and a pergola and Edwards is working on fencing costs. Tobin stated that the current garden plot holders have been invited to the meeting with Katie to discuss the proposal.

Adjourn

Stanek/Wright motion to adjourn at 7:23pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



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UNOFFICIAL MINUTES PARKS & LAKEFRONT COMMITTEE 05/05/22 MEETING THURSDAY, MAY 5, 2022 AT 9:00 AM VILLAGE HALL COUNCIL ROOM

I. Call to Order

Trustee D'Alessandro called the meeting to order at 9:00am.

II. Roll Call

Present: Trustees Jim D'Alessandro, Matt Stanek and Lowell Wright (arrived at 9:04am)

Also Present: President Duncan, Trustee Umans, Administrator Tobin, Clerk Pankau-Daniels, Chief Timm, Rec Dept Director Rowland and Ventures Endurance Representatives Lou Seal and Alex Mott

III. Proposed Triathlon sponsored by Ventures Endurance

Two representatives from Ventures Endurance, Lou Seal and Alex Mott, were present and spoke about the proposed Triathlon. They stated that this triathlon has been held at Big Foot State Park in the past, but due to problems arising from the pandemic, the State cannot host it anymore and Ventures Endurance would like to host it in Williams Bay. They are looking to do this during the first or second week of September this year to stay away from peak boating season. They stated that if they get the chance to go back to Big Foot State Park in the future, they most likely would. The State stated that they do not have the resources to maintain the trails and beach this year. It was stated that the Triathlon in Fontana is already scheduled for September 17th, so this event would be a week or two weeks before that. Ventures Endurance stated that their Triathlon is more for fun, not competition like the Fontana one is, so it would be marketed to a different crowd. It was stated that the Fat Tire Bike Tour is already scheduled for September 10th, so Ventures Endurance would be looking at September 11th to avoid moving to Labor Day Weekend. Trustee D'Alessandro mentioned the number of entities that would need to be approached and get approval from, such as the Police Departments, Kishwaukee Nature Conservancy, Lion's Club, Water Safety Patrol and Geneva Lake Law Enforcement. It was stated that based on averages, they expect around 220 vehicles that would need a place to park. Parking lot options were discussed. Trustee Wright stated that the costs would need to be looked into as the Village Budget does not have any room for this to cover Police Overtime costs, etc. Ventures Endurance stated that they do help with those costs and would like to get a cost ahead of time to be able to pay up front.

Trustee Stanek stated that as long as they are bonded and insured and can cover costs up front, he would be in favor of it. Trustee Wright stated that he is uncomfortable with the date coming up so soon, but he would like it to go to the full Board for discussion and a decision. Trustee Stanek stated that we may want to speak with the Village of Fontana so that they do not feel that we are in competition with their Triathlon.

The motion to move forward with this process to allow Ventures Endurance to speak with the involved entities and bring a formal proposal to the Village Board at the May 16th meeting was initiated by Matt Stanek and seconded by Lowell Wright. Unanimously carried.

IV. Adjourn

The motion to adjourn was initiated by Lowell Wright and seconded by Matt Stanek at 9:36am. Unanimously carried.

/s/ Jackie Pankau-Daniels, Village Clerk

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

2022 costs

Bench & Plaque (Victory Stanley)	\$1,933.00
Shipping	\$334.00
Concrete	\$75.00
Labor (6 hrs @ \$30/hr)	<u>\$180.00</u>
	\$2,522.00 - Quote through May 27, 2022



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UNOFFICIAL MINUTES PARKS & MEMORIAL COMMITTEE 05/02/22 MEETING MONDAY, MAY 2, 2022 AT 3:00 PM VILLAGE HALL COUNCIL ROOM

I. Call to Order

Chairman Watts called the meeting to order at 3:01pm.

II. Roll Call

Present: Pat Watts, Mike Fieweger, Connie Gluth, Bob Kantor, Kendra Wachs

Also Present: Clerk Pankau and DPW Director Edwards

III. Parks and Memorial Committee Meeting Minutes of January 25, 2022

The motion to Approve the Parks and Memorial Committee Meeting Minutes of January 25, 2022 was initiated by Bob Kantor and seconded by Pat Watts. Unanimously carried.

IV. Placement of Memorial Benches

Chairman Watts explained that he, Trustee D'Alessandro and DPW Director Edwards have located eight potential spots for new Memorial Benches. He asked the Committee for their thoughts about how the applications should be handled until those eight spots have been filled.

Bob Kantor suggested that there is a map of open locations provided for applicants for them to select which spot they would like their bench placed.

Kendra Wachs suggested that a Memorial Garden is planted in the triangular park at the edge of town near Bell's Liquor Store that a group of volunteers could take care of.

The Committee reviewed an aerial map of the parks and marked spots for memorial benches. After reviewing the map, they came up with seven spots available.

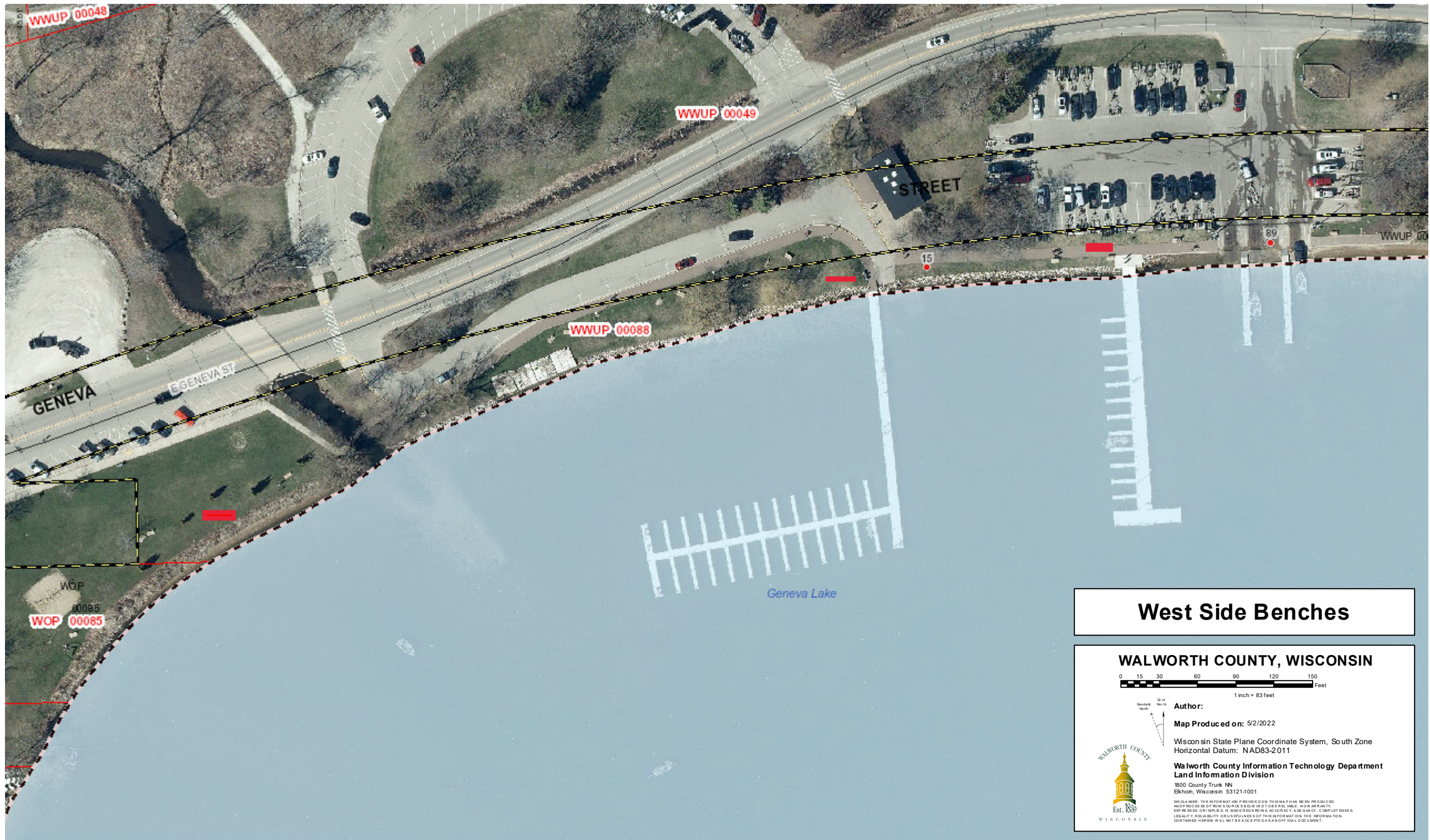
The motion to Recommend Parks and Lakefront Committee Approval of seven locations for the placement of Memorial Benches per the attached map was initiated by Connie Gluth and seconded by Kendra Wachs. Unanimously carried.

V. Adjourn

The motion to adjourn was initiated by Pat Watts and seconded by Bob Kantor at 3:18pm. Unanimously carried.

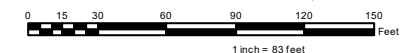
/s/ Jackie Pankau-Daniels, Village Clerk

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



West Side Benches

WALWORTH COUNTY, WISCONSIN



Author:

Map Produced on: 5/2/2022

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

**Walworth County Information Technology Department
Land Information Division**
1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

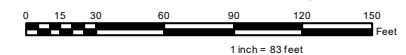


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East Side Benches

WALWORTH COUNTY, WISCONSIN



Author:

Map Produced on: 5/2/2022

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

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

1800 County Trunk NW
Elkhorn, Wisconsin 53121-1001



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Exceptional Landscape Services

133 Park Street P.O. Box 438
Walworth, WI 53184 262.812.6975

Barrett Memorial Library
65 West Geneva Street
Williams Bay Wi

April 2021

Landscape Proposal Children's Story Garden

Grading and contour as per plan provided
Install stone wall with fun seating areas in the south and west
garden areas
Install flagstone walk as per plan
Provide lawn space as per plan
Plant gardens and planting beds per plant list

Labor and Materials as per plan : \$ 17,500.00

Deposit required- \$6,000.00

Exceptional Landscapes is a full service company serving the lakes area for forty years. We are certified and licensed arborists, horticulturists and design specialists. When considering your landscape foundation, form and function. Please contact Sherry with questions and concerns.

Sherry Mizialko
Exceptional Landscape Services
262.812.6975

Sherry Mizialko

Wed,
Apr 13,
10:22
AM

to me

Good morning Joy'

Okay, I have spoken directly with Wayne and we have walked through what he will do and what I am responsible for.

I hope I can work on this together with you and the library board, it's very exciting to me. I would love to share some additional thoughts with you that I have imagined for that space. I have some photos of children's gardens that I have done that you might be interested in. I would like to include some local artist's work and I think I can get some of the materials and art donated to the library. I too will be donating my time to the project. Please let me know of any questions or concerns you might have.

Sincerely, Sherry

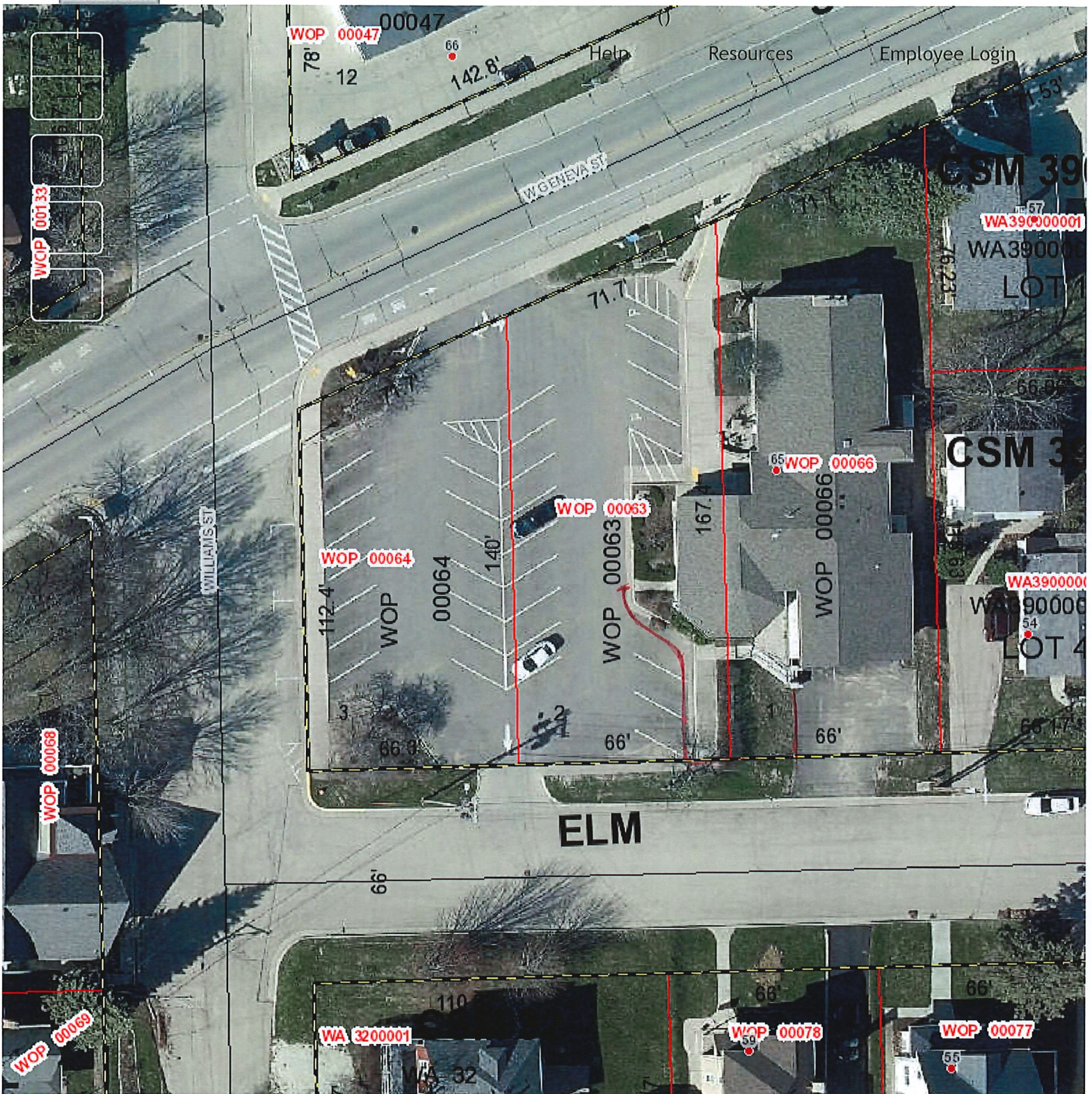
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Sherry Mizialko
Exceptional Landscape Services



Walworth County, WI - OneView

Search for a Parcel or Address



Community Garden Upgrades

Company	Description of Work	Cost
Katie Oglesby	Garden Entry Space- 6' X 18' complete installation Includes 2 cedar raised beds, Moon Arch, River Rock Compost Blend, Steel edging, Garden Materials	\$6,262.00
Roth and Sons	6' Board and Wire Fence around the Garden	\$18,563.00
Fenceguard	Fenceguard Mow Strip- weed prevention	\$3,500.00
Woodford	Water Hydrant installed in the garden	\$5,000.00
Lowes	8' X 12' Engineered Shed (installed by volunteers)	\$3,000.00
Lowes	10' X 12' Cedar Pergola (installed by volunteers)	\$2,000.00
Lowes	6' Picnic Table	\$1,200.00
Lowes	Composting Station	\$1,000.00
Lowes	Chairs- 4	\$200.00
Total		\$40,725.00

Katie Oglesby

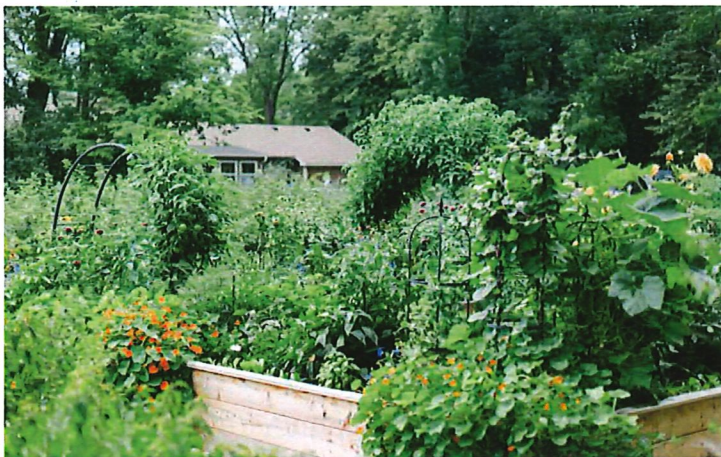
CULINARY KITCHEN GARDEN DESIGNS

KITCHEN GARDEN PROPOSAL

for

Williams Bay Community Gardens

Garden Inspiration



How We Can Help

Katie and her team will help you every step, saving you time and overwhelm as you invest in your home's landscape. We evaluate the best placement for your garden, what to grow when to grow it and how to care for your garden. No one wants a lackluster garden that struggles to grow.

We want you to enjoy your garden and are right there with you every step of the way so you can confidently grow. Kitchen Garden benefits are endless. They support you and your family with nutrient-dense food and the benefits of time outside in nature.

They say 10% of the value of your home should be spent on landscaping. We say taking a portion of that and investing in a Kitchen Gardens is an investment in your home but also in yourself, your family and your community.

We are excited to help you from start to finish with your installation, discuss a plan for growing in the Wisconsin seasons and ensure your success in learning and experiencing the magic of the Kitchen Garden.

Our Promise to You

We use the highest quality materials for your kitchen garden, including custom-built raised beds created by local artisans.

We partner with local farmers, artisans, and suppliers as much as possible to bring you the best quality plant and materials.

We work with nature in all aspects of the garden, from locally grown plants to a local organic compost custom soil blend.

We use organic planting and maintenance techniques to keep you and your garden healthy and thriving.

Our mission is to not just create a garden for you but to help you become a confident gardener.

We handle every step of your turnkey kitchen garden installation from concept to design to your first planting.

We guarantee our trellises and cedar raised beds for one year after installation.



Raised Garden Beds

ITEMS

QTY

UNIT

PRICE

TOTAL



Two 4' x 6' x 2' Cedar Raised Beds w/ trim

\$3,300

Trellises

ITEMS

QTY

UNIT

PRICE

TOTAL



Moon Arch

\$600

\$600

Ground Covering - Stone Options

ITEMS

QTY

UNIT

PRICE

TOTAL



River Rock

\$129

Soil Medium

ITEMS

QTY

UNIT

PRICE

TOTAL



Custom Organic Compost Blend

\$475

Installation

ITEMS

QTY

UNIT

PRICE

TOTAL



Steel Edging + Garden Materials for Kitchen
Garden

\$383



Kitchen Garden Installation

\$1,375

Sod Cutting/Removal/Edging /Site Prep/ Placement and leveling of beds/equipment

FULL TURN-KEY GARDEN INSTALLATION

\$6262.00 + sales tax if not exempt

DIY GARDEN - Choose which options you would like me to source, and the gardeners/volunteers could install them.

The overall garden entry space is 6'x 18'

This estimate is subject to change due to fluctuating material costs.

How it Works

We can't wait to transform your space into a beautiful and productive kitchen garden!! As soon as you're ready to get started, here are the next steps.

Review the proposal & schedule a call to discuss the following:

Finalize the plan options.

Tweak any design elements and review professional drawings.

Schedule your Kitchen Garden Installation

Accept proposal and installation contract will be sent to you.

You will receive a Quickbooks invoice for 50% deposit. *(Sales tax not included in this proposal.)*

Upon receipt of the deposit, we will schedule installation.

What to expect on Installation Day!

All materials will be delivered before the garden installation. The driveway should be clear for deliveries.
You will be notified ahead of time with regards to specific dates.

Katie will manage the installation from start to finish.

Final walkthrough & enjoy your beautiful garden.

Final payment is due upon the installation day of your Kitchen Garden.

We can't wait to transform your space into a beautiful and productive kitchen garden!

Katie

Review your selections

You haven't selected any service or package.

Review your selections and click 'Submit' to notify Katie of your interest in the above services

SUBMIT



ROTH & SONS FENCE, INC

N5487 Kennel Rd., Elkhorn, WI 53121.
262-723-4239 • Fax 262-723-7481 • rothfence@elknet.net

DATE 5-5-22

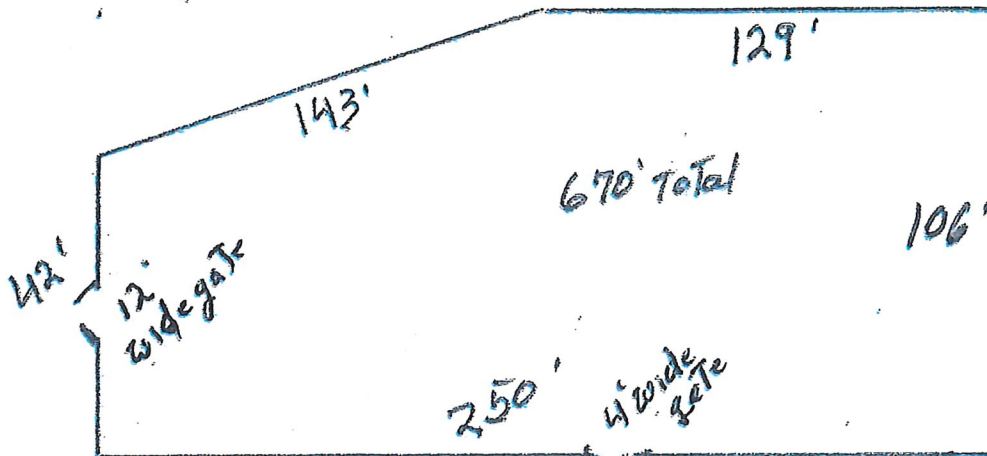
ESTIMATE # 0505202

INVOICE _____

NAME Village of Williams Bay ADDRESS PO Box 580 Williams Bay
Wedwards @ Williams Bay.org

PHONE 262 245 270

Wayne PHONE 262 903 176



- 670' of 6' Tall Board + wire 2"x4" no climb wire 6' high
- 1x4 Frame (Both sides) 1x4 cap top
- full Treated cedar 4x4 Post 8' apart or less
- 1- 12' Double Drive Gate
- 1- 4' gate with Trellis Top

DATE COMPLETED: _____

ESTIMATE AMOUNT \$ 18563.00

One Year Warranty valid only if balance is paid within ten days. Limited warranty is for workmanship. Does not cover natural causes or damage. Your project will not be scheduled until we have a signed copy and 50% deposit. Roth Fence cannot be responsible for privet lines, drain tile, sprinkler systems or Building Permits.

CANCELLATION CHARGE

If an order is canceled and if refund is available from your deposit, it may be subject to a 20% re-stocking fee.

CONSTRUCTION LIEN NOTICE

As required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for construction. Accordingly, owner probably will receive notices from those who furnish labor 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 and the owner's lender, if any, to see that all potential lien claimants are duly paid.

TERMS

BALANCE DUE UPON COMPLETION. All accounts over 30 days will be charged a 1.5% late fee per month on unpaid balances.

I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material furnished until final & complete payment is made. If settlement is not made as agreed, the seller shall have the right to remove it and the seller will be held harmless for any damages resulting from the removal thereof. All work will be performed in accordance with standard practices.

I agree to pay SELLER (Roth & Sons Fence, Inc) BALANCE (total amount due) of this contract according to the terms specified above, and upon default thereof, to pay all costs of collection, including a reasonable attorney's fee and court costs and waive all rights of exception under the constitution and laws of this and any other state. There will be an additional charge for removal of existing old fences and shrubs.

The authorized person signing below hereby assumes full responsibility for location of the line upon with said fencing material is to be installed and agrees to hold the company and the contractor harmless from all claims arising from question of survey of said property or location of said lines, and from all claims for personal injury, property damage or trespass from or by means of the installation of said fence material.

AUTHORIZED SIGNATURE: _____

DATE: _____

CREDITS

ADDITIONS

1 DEPOSIT

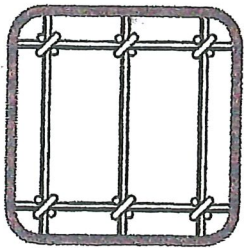
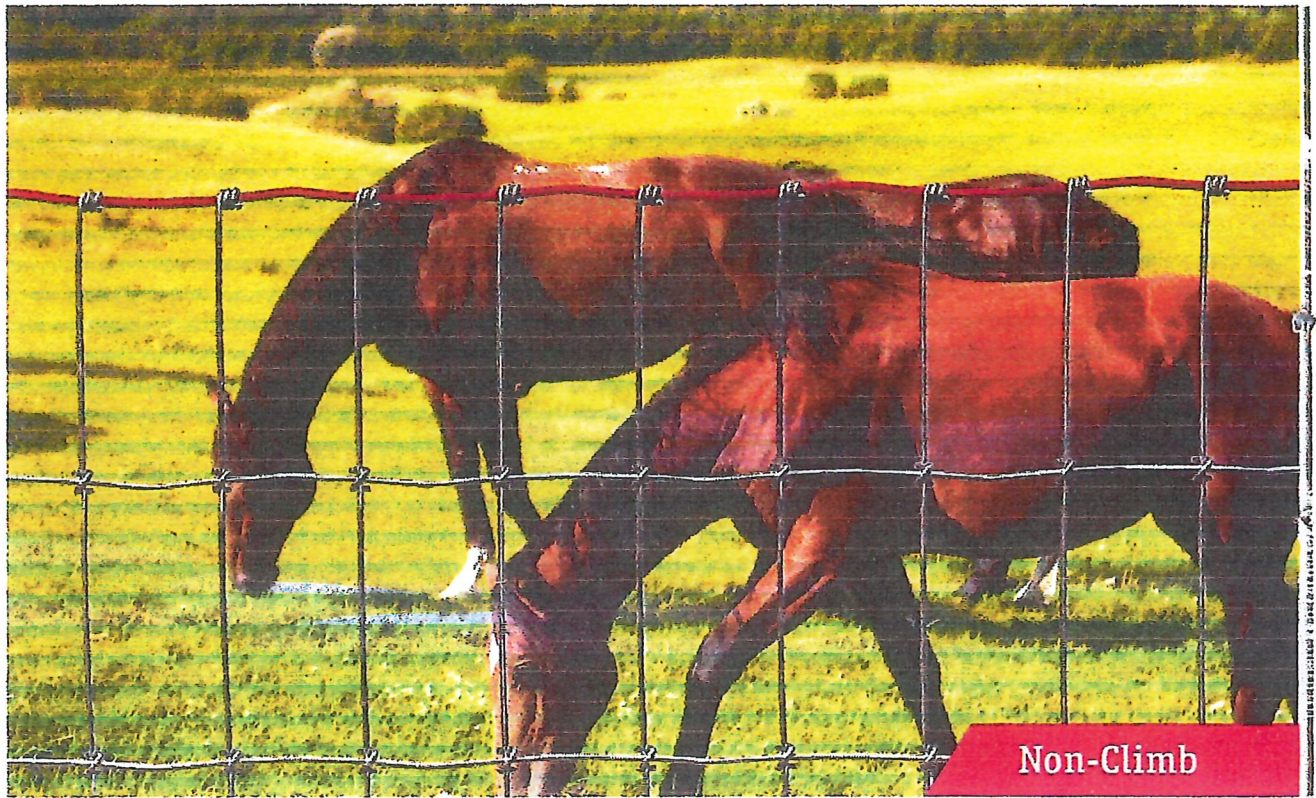
2 DEPOSIT

BALANCE DUE





HORSE FENCE



Non-Climb Horse Fence
features 2"x 4" mesh pattern
with Square Deal® Knot

Style No. & Family		Filler Gauge	Top & Bottom Gauge	Pullout Spacing	Fence Height	Roll Length	Roll Weight	Resource Number
1036-2-12½	RB	12½	10	2"	36"	100'	94	70301
1348-2-12½	RB	12½	10	2"	48"	100'	124	70310
1660-2-12½	RB	12½	10	2"	60"	100'	152	70314
1972-2-12½	RB	12½	10	2"	72"	100'	178	70318

For equine applications, it is recommended

Value Typem UFA

WOODFORD



Backflow Protected Automatic Draining Freezeless

Sanitary Yard Hydrant Model S3

The Model S3 hydrant is designed for use anywhere potable water is required.

Unlike conventional hydrants which drain the water into the ground, the Model S3 employs a reservoir below frost line to contain the water. The hydrant is completely sealed to prevent surface and ground water from entering reservoir or service line. The valve, with it's unique venturi design, removes the stored water along with the water being used.

The Model S3 is equipped with a diverter spout, which allows the hydrant to be operated independently from the backflow preventer. When the hydrant is to be used with a hose, the diverter sleeve is pulled down during flow and water is automatically diverted to the backflow preventer hose connection. The diverter will work with or without a hose attached to the backflow preventer and will automatically release any time the hydrant is shut off.

An important feature of the S3 is easy maintenance. The entire working portion of the hydrant can be removed from the reservoir without any excavation.

SPECIFICATIONS:

HOSE CONNECTION BACKFLOW PREVENTER (BFP)

- NIDEL® Model 37HF
- ASSE 1052
- Field Testable (see instruction sheet)
- Two Check Valves

OPTIONAL: ASSE 1057 listed - Consists of NIDEL® Model 34HF Single Check Vacuum Breaker

Order example: S3-Bury Depth-SC

FEMALE INLET - 1" N.P.T.

MIN PRESSURE - 20 psi

MAX PRESSURE - 100 psi

MAX TEMPERATURE - 120° F

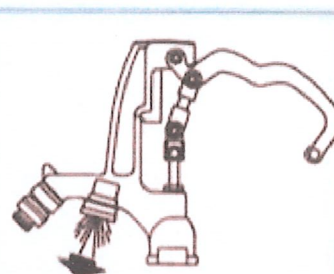
Patent Information:

<http://www.woodfordmfg.com/Woodford/patents/>

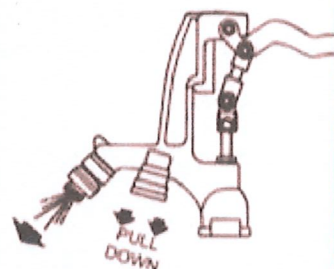
Installation and Troubleshooting Instructions see
[woodfordmfg.com](http://www.woodfordmfg.com) or call 1-800-621-6032

NOTICE

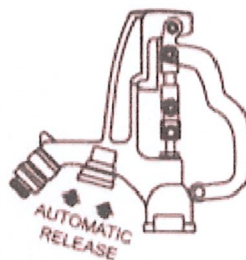
FOR WINTER USE: The hydrant must be operated at full flow, through the diverter, for a minimum of 30 seconds before and after each use to drain the hydrant and prevent freezing.



When the hydrant is opened to an ON position, water will flow through the diverter spout.



By pulling down on the diverter sleeve during flow, water will be diverted through the backflow preventer (BFP), and allow use with a hose.



When the hydrant is closed to an OFF position, the diverter will automatically release, allowing the hydrant to drain into the reservoir. The hydrant will drain even if a pressurized or non pressurized hose is attached.



Roughly \$1600
water line \$185
Fittings/CB \$400
labor \$2500
~~\$4685~~

When ordering, specify bury depth.

Search



Delavan Lowe's Open until 10 PM >



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

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[Shop Heartland](#)

Heartland 12-ft x 8-ft Coronado Gable Engineered Storage Shed (Floor Included)

Item #4906052 Model #195785

BESTSELLER

\$2,190.⁰⁸

★★★★☆ 18

\$2080.58 when you choose 5% savings on eligible purchases every day. [Learn how](#)

OR **\$35/mo** with 84 month financing. [Learn how](#)

Bonus: deluxe large window, integrated transom door window and premium locking handle

Upgraded heavy-duty treated floor system is free of knots and resists decay, termites, warping, shingles not included

Pre-cut, ready-to-assemble shed kit – no special skills or saw needed

– +

Minimum Qty of 1

Please Select in multiples of 1

Add to Cart



Free Store Pickup
Pickup on **Wed, May 25 (Est.)** at **Delavan Lowe's**



Delivery
Scheduling Available



Heartland 12-ft x 8-ft Coronado Gable Engineered Storage Shed (Floor Included)

\$2,190.⁰⁸

Add to Cart

[Overview](#)

[Specifications](#)

[Reviews](#)

[Q&A](#)

[Product Features](#)

Delavan Lowe's Open until 10 PM >

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[outdoors](#) / [Patio Furniture](#) / [Gazebos, Pergolas & Canopies](#) / [Pergolas & Accessories](#) / [Pergolas](#)



Backyard Discovery 10' x 12' Pergola 10-ft W x 12-ft L x 7-ft 10-3/4-in Brown Wood Freestanding Pergola
Item #1028473 Model #6214COM

\$1,413^{.77}
★★★★★ 202

\$1343.08 when you choose 5% savings on eligible purchases every day. [Learn how](#) **OR** **\$236/mo** suggested payments with 6 month special financing. [Learn how](#)

Sculptured beams provide an airy and sturdy cover
Sturdy 5-1/2 inch cedar upright posts with diagonal braces for added structural strength
Durable resin foot with concrete anchors

- +
Minimum Qty of 1
Please Select in multiples of 1

Add to Cart

- Free Store Pickup**
Pickup on **Mon, May 16** (Est.) at **Delavan Lowe's**
- Free Delivery**

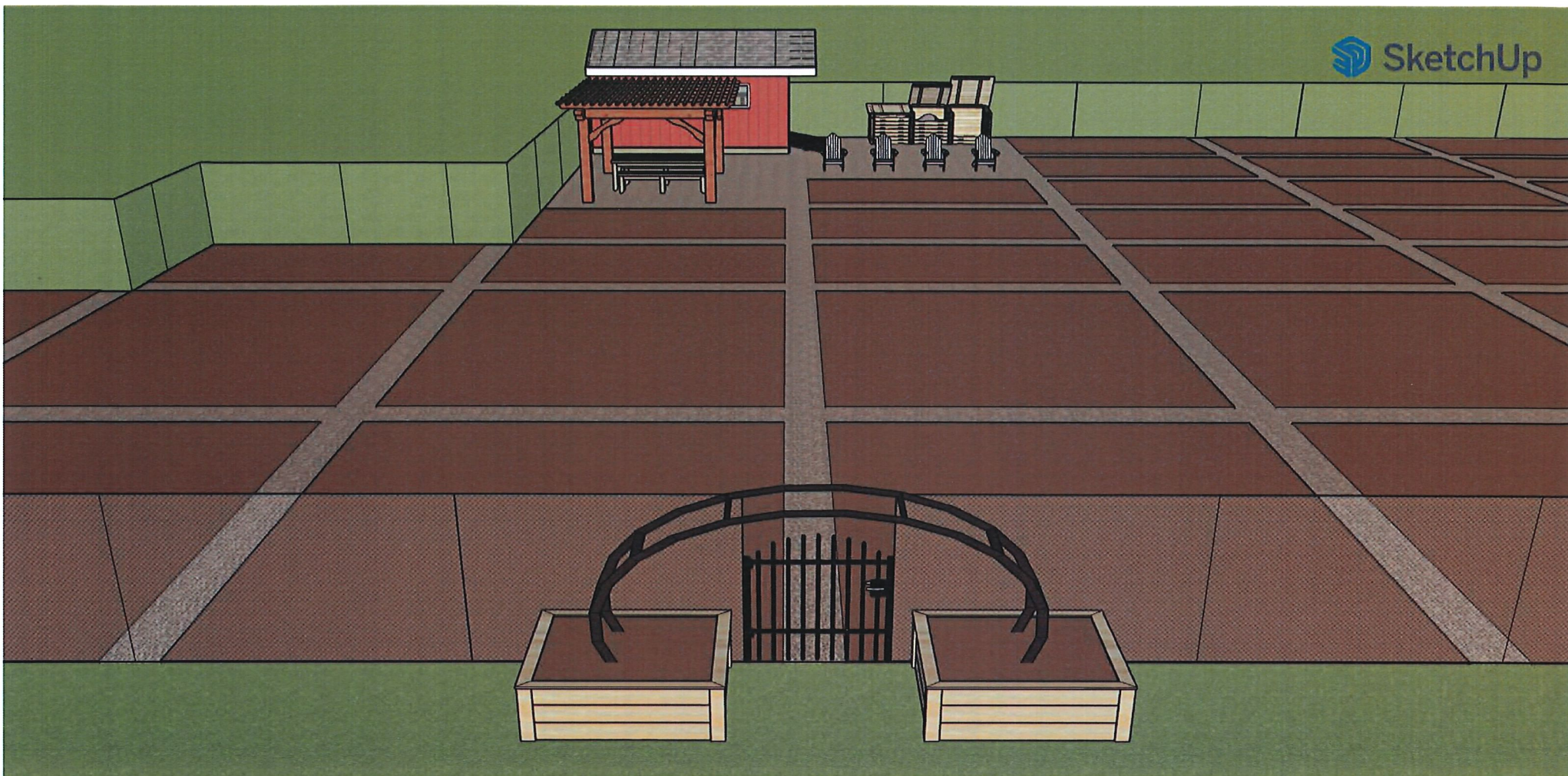
Here are some similar items ...

- Backyard Discovery Beaumont 12-ft W x 16-ft L x 10-ft H Freestanding Pergola**
★★★★★ 22
\$1,999^{.00}
- Heartland Cedar Pavilion 12-ft W x 12-ft L x 10-ft H Freestanding Pavilion**
★★★★☆ 19
\$2,263^{.94}
- Backyard Discovery Beaumont 12-ft W x 20-ft L x 10-ft H Freestanding Pergola**
★★★★★ 26
\$2,399^{.00}
- Backyard Discovery Grill Gazebo 7-ft 4-in W x 8-ft 2-in D x 10-ft H Freestanding Gazebo**
★★★★★ 58
\$1,230^{.12}
- Yardistry 10-ft W x 14-ft L x 8-ft 2-in Gray Wood Freestanding Pergola**
★★★★★ 42
\$1,483^{.52}
- Backyard Verona 9-ft W x 12-ft L x 10-ft H Freestanding Pergola**
★★★★★
\$1,599^{.00}



Backyard Discovery 10' x 12' Pergola 10-ft W x 12-ft L x 7-ft 10-3/4-in Brown Wood Freestanding Pergola
\$1,413^{.77}

Add to Cart



Re: Fontana Triathlon

Gerson, Sally <Sally.Gerson@aah.org>

Thu 4/21/2022 8:23 PM

To: Becky Tobin <admin@williamsbay.org>

Hi Becky,

I reread my email and I failed to give you the start of the race .The swim begins at 7am and should arrive in the Bay by 8am.

Thank you

Sally Gerson

Get [Outlook for iOS](#)

From: Gerson, Sally

Sent: Wednesday, April 20, 2022 1:17:35 PM

To: Becky Tobin <admin@williamsbay.org>

Subject: RE: Fontana Triathlon

Hi Becky,

I'm requesting the approval from Williams Bay Village board to allow Fontana Triathlon to run through the Village on September 17, 2022.

The race will begin at am with the swim taking place in Fontana, there will be two distances for the run – Sprint -5k and Olympic- 10K run, this one is through WB; the Sprint turns around at Holiday Home.

I'm also requesting that a police officer be stationed at the corner of 67 and North Shore Drive, this is a busy corner and an officer provides an extra element of safety.

Thank you

Sally Gerson, RN

Community Educator, Community Outreach/Education

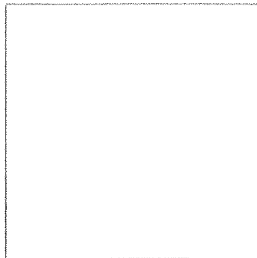
Aurora Wellness Center

300 McCanna Parkway

Burlington, WI 53105

O: 262.767.7102

F: 262.767.7183





VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES STREETS AND HIGHWAYS COMMITTEE WEDNESDAY, APRIL 13, 2022 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Stanek at 6:30pm.

Roll Call

Trustees Stanek, Umans and Vlach

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

Meeting Minutes

Vlach/Stanek motion to approve meeting minutes of March 16, 2022. Umans abstained, motion carried.

Theatre Road Bike Path

Tobin stated that the Village will be applying for the Transportation Alternative Program (TAP) grant and intends to submit the Theatre Road Bike Plan project as an eligible project. Stanek stated that the Village engineer has requested the Village to update the grant application and project costs from the 2019 submission. Stanek/Umans motion to recommend Village Board approval of updating the TAP grant application and project costs for the Theatre Road Bike Path. Unanimously carried.

Adjourn

Umans/Vlach motion to adjourn at 6:42pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

Emergency Mutual Aid Agreement

Communities of Walworth County



This Mutual Aid Agreement between communities of Walworth County is effective on the date a community of Walworth County signs this Agreement and provides a copy to the other Member Communities, and is being entered into by and between Walworth County, a body corporate, and other body corporate communities (collectively, the “Parties” or “Member Communities”), whose contact information is found below on the Signature Pages of this Agreement.

WHEREAS, the Parties agree and acknowledge that emergencies, natural disasters and manmade catastrophes do not conform to designated jurisdictional boundaries, and can be more effectively handled by the agreed upon pooling of equipment, staff and/or services; and

WHEREAS, the Parties have determined that, because of geographical considerations, it is in the best interests of member communities of Walworth County, by and through their Public Works Departments, to coordinate with each other for the provision of Mutual Aid; and

WHEREAS, Wisconsin Statutes Section 66.031 authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as roadway maintenance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Purpose

Member communities have met and discussed how to best ensure the continuity of maintenance services during times of emergency. This Agreement applies to any sort of declared emergency that would significantly impact a Member Community’s equipment and staffing levels.

Member communities are committed to making state, county and local roadway systems as safe as possible within the limitations of resources during declared emergencies. Therefore, the Member Communities agree to pledge Mutual Aid to each other pursuant to this Agreement. Every event will pose different challenges, but the commitment to respond to the extent reasonably practicable to each other’s needs is the foundation of this Agreement.

It is recognized and acknowledged that in emergencies, natural disasters and man-made catastrophes, the use of an Aiding Community’s equipment, staff and/or services to perform functions outside the Aiding Community’s jurisdictional limits is desirable and necessary to preserve and protect the health, safety and welfare of the public, and to ensure effective and efficient roadway systems throughout Walworth County.

2. Definitions

- a. Mutual Aid: A definite and prearranged plan whereby equipment, staff and/or services are provided to an Affected Community by an Aiding Community pursuant to this Agreement.

- b. Walworth County Communities: Communities within Walworth County include 1) City of Delavan; 2) City of Elkhorn; 3) City of Lake Geneva; 4) City of Whitewater; 5) County of Walworth; 6) Town/Village of Bloomfield; 7) Town of Darien; 8) Town of Delavan; 9) Town of East Troy; 10) Town of Geneva; 11) Town of LaFayette; 12) Town of LaGrange; 13) Town of Linn; 14) Town of Lyons; 15) Town of Richmond; 16) Town of Sharon; 17) Town of Spring Prairie; 18) Town of Sugar Creek; 19) Town of Troy; 20) Town of Walworth; 21) Town of Whitewater; 22) Village of Darien; 23) Village of East Troy; 24) Village of Fontana; 25) Village of Genoa City; 26) Village of Sharon; 27) Village of Walworth; 28) Village of Williams Bay.
- c. Member Community: A Walworth County Community which is a Party to this Agreement, as evidenced by signing this Agreement and providing a copy to the other Member Communities.
- d. Affected Community: A Member Community which requests Mutual Aid from an Aiding Community in the event of an emergency;
- e. Aiding Community: A Member Community which provides Mutual Aid to an Affected Community in the event of an emergency;
- f. Emergency: An occurrence or condition in an Affected Community's territorial jurisdiction which results in a situation of such magnitude and/or consequences that it cannot be adequately handled by the Affected Community alone, and must fit into one of the pre-established categories listed below:
 - a. INSERT AGREED UPON EMERGENCIES HERE – list will be generated upon completion of survey and discussed at next Municipal Meeting

3. Authority and Action to Effect Mutual Aid

Member Community's designees may render Mutual Aid to, and/or request Mutual Aid from, other Member Communities. Mutual Aid shall be rendered to the extent reasonably practicable, given the equipment, staff and/or services requested by the Affected Community and available to the Aiding Community. The judgement of the Aiding Community designee shall be final as to the equipment, staff and/or services available, if any, to render Mutual Aid to the Affected Community.

Each Member Community has its own organizational structure, and its own method of on-call employees for after hour emergencies. For the purpose of Mutual Aid between Member Communities, the primary contact should be consistent with those listed on the submitted mutual aid equipment lists.

When an emergency occurs consistent with that of those on the agreed upon 'Emergencies List', and conditions are such that the designee of an Affected Community determines it advisable to request Mutual Aid pursuant to this Agreement, he/she shall notify the Aiding Community of the nature and location of the emergency, and the type and amount of equipment, staff and/or services requested.

The designee of an Aiding Community shall take the following actions as soon as reasonably practical upon receiving a request for Mutual Aid from another Member Community:

- a. Determine what equipment, staff and/or services are requested by the Affected Community;
- b. Determine if the requested equipment, staff and/or services can be committed by the Aiding Community in response to the request from the Affected Community;

- c. Dispatch as soon as reasonably practical the available requested equipment, staff and/or services, to the extent reasonably practicable, to the location of the emergency reported by the Affected Community;
- d. Notify the Affected Community as soon as reasonably practicable whether any or all of the requested equipment, staff and/or services can or cannot be provided.

4. Jurisdiction of Staff and Equipment

Aiding Community staff dispatched to provide Mutual Aid to an Affected Community pursuant to this Agreement shall remain employees of the Aiding Community. Staff on the Aiding Community shall report for direction and assignment at the agreed upon location nearest the scene of the emergency in the Affected Community, or as otherwise directed by the Affected Community's designee.

5. Right to Withdraw Aid

The Aiding Community shall at all times have the right to withdraw any and all Mutual Aid upon the directive of the Aiding Community's designee, provided, however, that the Aiding Community withdrawing such Mutual Aid shall make reasonable efforts to notify, as soon as reasonably practicable, the Affected Community's designee of the withdrawal of the requested Mutual Aid, and of the extent of the withdrawal.

6. Compensation for Aid

Work performed by the Aiding Community shall be billed to the Affected Community per the Wisconsin Cost Accounting System, shall include any additional expenses regarding the Aiding Community policies for overtime and specialty pay rates, shall assume responsibility for miscellaneous expenses (e.g. lubrication oil, motor fuel, saw blades/chains and other consumable items) to the extent of supplies available at the time of request incurred by the Aiding Community and shall be paid by the Affected Community.

7. Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, the following insurance coverage, pool, or self-insurance plan: comprehensive general liability with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; automobile liability with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; worker's compensation with minimum limits as required by the State of Wisconsin; and a professional liability policy with limits not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

8. Waiver of Claims; Indemnity; Immunity

Each Party agrees to waive any and all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement provided, however, that such claims are not the result of gross negligence and/or intentional act(s) by a Party or its staff, or done by them with an intentional disregard of the safety, health, life or property of another. Each party requesting or providing aid pursuant to this Agreement expressly agrees to hold harmless, indemnify, and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. No party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contain herein.

All employee benefits, wages, disability payments, pensions and worker's compensation claims shall be the sole and exclusive responsibility of each Party regarding its own staff.

9. Non-Liability for Failure to Render Aid

The rendering of Mutual Aid under the terms of the Agreement shall not be mandatory. It is the responsibility of the Aiding Community to notify, as soon as reasonably practical, the Affected Community of the Aiding Community's inability to respond.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a Party, its duly authorized agents and/or staff, for failure or refusal to render Mutual Aid. Nor shall there be any liability of a Party for withdrawal of Mutual Aid once provided pursuant to the terms of this Agreement.

10. Auto-Renewal

This Agreement will automatically renew on October 1st of each year unless a Member Community provides written *Notice to Withdraw* to the other Member Communities, which shall be effective upon receipt.

11. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin.

12. Multiple Counterparts to Agreement

This Agreement may be electronically signed and forwarded via email, and may be executed in multiple counterpart's, each of which shall be deemed an original, but all of which shall be deemed one instrument.

SIGNATURE PAGES

IN CONSIDERATION of the mutual commitments contained herein, and by signing on the following pages, the signatories state and affirm that they have authority to bind, and do bind, the Member Community entity they are signing on behalf of to the terms and conditions of this Agreement.

Signature For City of Delavan:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For City of Whitewater:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For City of Elkhorn:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Bloomfield:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For City of Lake Geneva:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of Darien:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of Delavan:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of LaGrange:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of East Troy:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of Linn:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of Geneva:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of Lyons:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of LaFayette:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of Richmond:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of Sharon:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of Walworth:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of Spring Prairie:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of Whitewater:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of Sugar Creek:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Village of Darien:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Town of Troy:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Village of East Troy:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

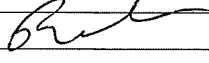
Signature For Village of Fontana:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Village of Walworth:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Village of Genoa City:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Village of Williams Bay:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For Village of Sharon:
Date Signed:
Printed Name:
Title:
Company/Entity:
Address:
City, State, Zip:
Work Phone:
Cell Phone:
Email:

Signature For County of Walworth: 
Date Signed: 5 May 2022
Printed Name: Richard Hough
Title: County Highway Commissioner
Company/Entity: Walworth County Public Works
Address: W4097 County Rd NN
City, State, Zip: Elkhorn, WI 53121
Work Phone: 262-741-3114
Cell Phone: 262-903-8486
Email: rhough@co.walworth.wi.us

Emergency Mutual Aid Equipment List			
Municipality:	All Municipalities Combined		
Address:			
Contact Information (name, email address, phone 1, phone 2):			
1)			
2)			
3)			
Total available personnel:	130+		
Equipment List:			
Item	# Units	Item	# Units
Trucks		Other	
Single Axle	96	Truck Mounted Crash Attenuator	3
Tandem Axle	39	Tractor Mounted Power Broom	13
Tri-Axle	0	Tuck Mounted Power Broom	3
Quad-Axle	1	Portable Air Compressors	12
6x6	2	Water Pump	13
1-ton	54	Portable Generators	14
Pickup Truck	49	Chain Saws	137
Bucket Truck	12	Wood Chipper	21
Heavy Equipment		Arrow Boards	5
Loaders	23	Barricades	393
Skid Steers	14	Traffic Cones	894
Excavators	8	Stump Grinder	6
Graders	3	MISC	
Roadside Tractors	40		
Trailers			
Lo-Boy	1	Traffic Barrels - 120	
Semi-Tractor	2		
Other	16		



Highway Maintenance Manual
Chapter 02 Administration
Section 25 Cost Invoicing
Subject 50 Classified Equipment Rates

Bureau of Highway Maintenance

Effective January 1, 2022

1.0 2022 Classified Equipment Rates Standard and Special Rated Units

<u>Class</u>	<u>Description</u>	<u>Rate</u>	<u>Est. Life</u>
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AIR COMPRESSORS

Rates are for the compressor and pneumatic tools used with the compressor, except breakers, jackhammers (class 929), and wagon drills. Rates do not include equipment used to transport the compressor.

<u>402</u>	125 through 209 CFM -----	16.62/hr.	10 years
<u>403</u>	210 CFM and over-----	22.98/hr.	10 years

BITUMINOUS EQUIPMENT

Note: Paver rates include the cost of automatic controls.

<u>701</u>	Bitumen kettle, 1-2 bbls, inclusive, includes fuel -----	24.28/hr.	8 years
<u>702</u>	Bitumen kettle, 3-5 bbls, inclusive, includes fuel -----	22.58/hr.	8 years
<u>707</u>	Tank car heater (except wood or coal fired)-----	20.64/hr.	12 years
<u>708</u>	Trailer style distributor, including tank and equipment, but not the truck-----	39.38/hr.	12 years
<u>709</u>	Patch material heater and mixer (surge bin), trailer or truck mounted ----- (Alternate Photo)	15.88/hr.	12 years
<u>710</u>	Heating kettle, less than 300 gallons -----	47.10/hr.	8 years
<u>711</u>	Heating kettle, 300 gallons or more -----	49.82/hr.	8 years
<u>712</u>	Self-propelled paver and finishing machine -----	1.60/ton	8 years
<u>713</u>	Portable storage tank for oil/emulsion with heating unit; charge only for hours of heating or pumping-----	19.70/hr.	12 years
<u>714</u>	Portable supply or storage tank for oil/emulsion -----	201.52/day	12 years
<u>716</u>	Distributor, including truck, rear drive, 23,000 through 49,999 lbs-----	68.72/hr.	7 years
<u>717</u>	Distributor, including truck, tandem rear drive, 23,000 through 49,999 lbs-----	56.36/hr.	9 years
<u>718</u>	Distributor, including truck, tandem rear drive, 50,000 lbs and over -----	114.40/hr.	9 years
<u>719</u>	Pavement profiler, 2' and under, not self-propelled -----	52.30/hr.	10 years
<u>720</u>	Pavement profiler, self-propelled or not self-propelled over 2' ----- (Alternate Photo)	89.48/hr.	8 years

GENERATORS, PORTABLE ELECTRIC

<u>805</u>	3,001 watt output through 10,000 watt output-----	20.44/hr.	12 years
<u>806</u>	10,001 watt output and over-----	57.36/hr.	12 years

GRADERS, MOTOR

Note: The cost of automatic controls (i.e. lasers) is not included in the grader rates. A separate add-on rate for lasers is identified as class 315.

Classifications are in accordance with rated net flywheel horsepower (hp), exclusive of attachments. Horsepower shall be in accordance with Society of Automotive Engineers (S.A.E.) standard 1349.

<u>302</u>	Rear drive grader, less than 85 hp -----	36.76/hr.	10 years
<u>305</u>	Rear drive grader, 85 hp through 149 hp -----	62.96/hr.	10 years
<u>307</u>	Rear drive grader, 150 hp and greater -----	66.02/hr.	10 years
<u>308</u>	All wheel drive grader, any hp -----	77.36/hr.	10 years
<u>315</u>	Non-integrated, Slope control, used in grader -----	19.38/hr.	10 years

GRADERS, TOW TYPE ATTACHMENT

<u>323</u>	Any number of blades <u>(Alternate Photo)</u> -----	8.08/hr.	10 years
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MAINTAINER ATTACHMENTS

<u>392</u>	Hydraulically operated return blade -----	6.50/hr.	10 years
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MOWERS AND MOWER ATTACHMENTS

<u>410</u>	Motorized lawnmower, less than 60" cut -----	14.22/hr.	5 years
<u>411</u>	Motorized lawnmower, 60" cut or more -----	23.64/hr.	5 years
<u>412</u>	Disc bine attachment -----	30.76/hr.	10 years
<u>413</u>	Single pan section, rotary or flail attachment -----	15.90/hr.	10 years
<u>414</u>	Sickle bar attachment -----	15.18/hr.	10 years
<u>415</u>	2 pan section (single unit), rotary or flail attachment -----	23.42/hr.	10 years
<u>416</u>	3 pan section (single unit), rotary or flail attachment -----	25.12/hr.	10 years

COMPACTORS

<u>531</u>	Tow-type, including sheepsfoot, vibrating and non-vibrating ----- <u>(Alternate Photo) (Alternate Photo)</u>	15.00/hr.	10 years
<u>532</u>	Self-propelled, non-vibratory -----	45.66/hr.	10 years
<u>533</u>	Self-propelled, vibratory, 1 through 2 tons -----	28.50/hr.	8 years
<u>534</u>	Self-propelled, vibratory, over 2 tons -----	38.28/hr.	8 years

SCRAPERS AND SCRAPER ATTACHMENTS

Scrapers are rated as a unit with the tractor used exclusively for scraper operation. Capacity is based on the manufacturer's truck capacity without sideboards.

<u>546</u>	Scraper, single engine -----	97.16/hr.	10 years
<u>547</u>	Scraper, twin-engine -----	96.80/hr.	10 years

SHOULDERING MACHINES

<u>450</u>	Shoulder reclaimer (Alternate Photo) -----	18.38/hr.	10 years
<u>451</u>	Shoulder machine attachment -----	78.44/hr.	10 years
<u>455</u>	Self-propelled, (road widener) -----	136.44/hr.	10 years

EXCAVATORS

Complete units classified by capacity, including the truck or tractor. Capacity is based on manufacturer's rating.

<u>552</u>	Truck mounted, including hydraulic cable operated combination backhoe units--	55.48/hr.	10 years
<u>555</u>	Track-type backhoe, through 99 hp -----	46.92/hr.	10 years
<u>557</u>	Self contained excavator, rubber tire -----	57.68/hr.	10 years
<u>558</u>	Shovel, track-type (100 through 149 hp) -----	49.16/hr.	10 years
<u>559</u>	Shovel, track-type (150 hp and over) -----	63.04/hr.	10 years

SNOW PLOWS, MOTOR GRADER AND TRACTOR ATTACHMENTS

<u>612</u>	Widening wing -----	34.50/hr.	10 years
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SNOW PLOWS, ATTACHMENTS

<u>632</u>	V-shape -----	37.06/hr.	10 years
<u>633</u>	Power reversible, truck mounted (Alternate Photo) -----	13.82/hr.	10 years
<u>634</u>	One-way (including motor grader or tractor attachments) -----	11.00/hr.	10 years
<u>635</u>	Widening wing -----	12.98/hr.	10 years
<u>636</u>	Underbody, fixed moldboard -----	16.66/hr.	10 years
<u>637</u>	Underbody, power reversible moldboard -----	19.44/hr.	10 years

SPREADER ATTACHMENTS

These attachments are for applying sand, chips, or deicers. Units purchased after 1/1/86 shall be capable of calibration within 10% of the recommended sodium chloride application rate (100 to 300 lbs./lane mile) at speeds of 15 to 35 miles per hour. The term "computer controlled" means that the controller receives a vehicle speed signal and a spreader feed signal (i.e., closed loop is terminology also used within the industry) and can be calibrated in pounds and liquid per mile. These controllers can be calibrated to apply the exact amount of granular and liquid material per mile at any speed.

<u>420</u>	Spreader, tailgate mounted, computer controlled with on board pre-wetting system (may include anti-icing spray bar) -----	14.88/hr.	8 years
<u>421</u>	Spreader, hopper type truck body with conveyor feeding material to power driven spinner type spreader, computerized, with on board pre-wetting system (may include anti-icing spray bar) -----	30.66/hr.	8 years
<u>422</u>	Hopper type truck body with conveyor feeding material to power driven spinner type spreader, non-computerized, with on board pre-wetting system -----	20.92/hr.	8 years
<u>423</u>	Spreader, tailgate mounted, non-computerized, with on board pre-wetting system -----	10.92/hr.	8 years
<u>424</u>	Tailgate mounted, non-computerized -----	10.46/hr.	8 years

<u>425</u>	Hopper type truck body with conveyor feeding material to power driven spinner type spreader, non-computerized (without pre-wetting system)-----	22.84/hr.	8 years
<u>426</u>	Tailgate mounted, computer controlled (without pre-wetting system) -----	13.76/hr.	8 years
<u>427</u>	Hopper type truck body with conveyor feeding material to power driven spinner type spreader, computerized (without pre-wetting system) ----- <u>(Alternate Photo)</u>	30.70/hr.	8 years
<u>428</u>	Zero-velocity type spreader, includes 'pre-wetting' type system (may include anti-icing spray bar)-----	29.16/hr.	8 years

SPREADERS, SELF-PROPELLED CHIP

<u>440</u>	Single width with mechanical extension-----	152.16/hr.	10 years
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SWEEPERS AND ATTACHMENTS

<u>431</u>	Broom, power take-off or hydraulic pump driven, attached to separate vehicle class -----	39.36/hr.	10 years
<u>432</u>	Broom, self-powered, pulled by separate vehicle-----	39.56/hr.	10 years
<u>433</u>	Street sweeper, mechanical debris collection system, self-propelled -----	103.04/hr.	10 years
<u>434</u>	Broom, self powered, self-propelled -----	48.72/hr.	10 years
<u>435</u>	Vacuum debris collection system, with or without sweeper, self-propelled <u>(Alternate Photo)</u> -----	87.40/hr.	10 years

TRACTORS/SKID STEERS/END LOADERS/DOZERS

These units shall be rated by net flywheel SAE horsepower (hp). Net horsepower shall be in accordance with Society of Automotive Engineers (SAE) standard 1349, and shall not exceed that stated in the manufacturer's national advertising.

<u>202</u>	Wheel-type, 12 through 34 hp -----	25.42/hr.	10 years
<u>203</u>	Wheel-type, 35 through 49 hp -----	24.14/hr.	10 years
<u>204</u>	Wheel-type, 50 through 64 hp -----	32.60/hr.	10 years
<u>205</u>	Wheel-type, 65 through 79 hp -----	30.88/hr.	10 years
<u>206</u>	Wheel-type, 80 through 99 hp -----	32.22/hr.	10 years
<u>207</u>	Wheel-type, 100 through 149 hp-----	48.16/hr.	10 years
<u>208</u>	Wheel-type, 150 through 214 hp-----	63.18/hr.	10 years
<u>209</u>	Wheel-type, 215 hp and more -----	70.38/hr.	10 years
<u>215</u>	Track-type dozer, through 79 hp -----	48.08/hr.	10 years
<u>216</u>	Track-type dozer, 80 through 99 hp-----	46.02/hr.	10 years
<u>217</u>	Track-type dozer, 100 through 149 hp-----	53.04/hr.	10 years
<u>218</u>	Track-type dozer, 150 through 214 hp-----	79.26/hr.	10 years
<u>219</u>	Track-type dozer, 215 hp and more-----	85.12/hr.	10 years
<u>221</u>	Agricultural type tractor/skid steer, 4- wheel drive or track type ----- 20 through 64 hp <u>(Alternate Photo)</u> <u>(Alternate Photo)</u>	30.08/hr.	10 years

<u>222</u>	Agricultural type tractor/skid steer, 4- wheel drive or track type ----- 31.20/hr. 10 years 65 through 79 hp (<u>Alternate Photo</u>) (<u>Alternate Photo</u>)
<u>223</u>	Agricultural type tractor/skid steer, 4- wheel drive or track type ----- 35.16/hr. 10 years 80 through 99 hp (<u>Alternate Photo</u>) (<u>Alternate Photo</u>)
<u>224</u>	Agricultural type tractor/skid steer, 4- wheel drive units, 100 up to 175 hp ----- 40.82/hr. 10 years
<u>250</u>	Backhoe/loader/tractor, (80 hp and over) ----- 55.38/hr. 10 years

TRAILERS

Classification shall be based on the manufacturer's rated capacity for the specific model trailer

<u>490</u>	Less than 1 ton (use manufacturer's rated capacity) ----- 11.84/hr. 10 years
<u>491</u>	1 through 4 tons (use manufacturer's rated capacity) ----- 14.92/hr. 10 years
<u>493</u>	5 through 29 tons (use manufacturer's rated capacity) ----- 21.40/hr. 10 years
<u>496</u>	30 tons and over (use manufacturer's rated capacity) ----- 41.00/hr. 10 years

TRUCKS

Classifications shall be based on the manufacturer's gross vehicle weight (GVW) rating assigned to the specific model, including all component equipment recommended or required by the manufacturer, as listed in the current national advertising and specifications. No consideration shall be given to any GVW that may be assigned for a specific purpose, preferred service, limited area, or that is not included in the national advertising for that model. If optional GVW's or a range of GVW's are given without identifying equipment necessary to place the unit within the range, the average of the range shall be used.

The washing of trucks performing winter activities shall be charged to the job using activity code 072 in accordance with the truck washing parameters identified in HMM 02-25-01, Activity Codes. All other (non-winter) truck washing shall be charged to the truck unit.

<u>101</u>	Rear drive or 4wd, 15,000 lbs and less ----- 14.66/hr. 6 years
<u>103</u>	Rear drive or 4wd, 15,001 through 17,999 lbs ----- 18.98/hr. 6 years
<u>104</u>	Rear drive or 4wd, 18,000 through 22,999 lbs ----- 25.36/hr. 6 years
<u>106</u>	Rear drive or 4wd, 23,000 lbs through 50,000 lbs ----- 57.36/hr. 10 years
<u>112</u>	Rear drive, 4wd or 6wd, more than 50,000 lbs (<u>Alternate Photo</u>) ----- 67.08/hr. 15 years
<u>117</u>	Tandem rear drive through 49,999 lbs ----- 48.88/hr. 9 years
<u>118</u>	Tandem rear drive, 50,000 lbs and over ----- 74.08/hr. 9 years
<u>1118</u>	Tandem rear drive, 50,000 lbs and over, with tri-axes ----- 64.54/hr. 9 years
<u>1128</u>	Tandem rear drive, 50,000 lbs and over, with quad-axes ----- 51.66/hr. 9 years

VEHICLES

<u>114</u>	Automobiles ----- 0.88/mile 100,000mi
<u>115</u>	Commissioner Vehicle (Administration Account) ----- set rate locally 100,000mi
<u>119</u>	Vans and SUV's ----- 15.04/hr. 5 years
<u>120</u>	Patrol superintendent vehicles ----- 0.58/mile 100,000mi

MISCELLANEOUS EQUIPMENT

<u>901</u>	Backhoe attachment/Grapple (<u>Alternate Photo</u>)-----	14.60/hr.	10 years
<u>902</u>	Brush chipper -----	33.22/hr.	8 years
<u>906</u>	Mechanical tamper, self-powered -----	33.96/hr.	8 years
<u>907</u>	Ripper attachments for graders or tractors -----	153.64/hr.	10 years
<u>908</u>	Surge bin-----	59.32/hr.	15 years
<u>910</u>	Arrow board, self contained on trailer or truck mounted -----	3.96/hr.	10 years
<u>911</u>	Conveyor-----	15.50/hr.	12 years
<u>912</u>	Mudjack -----	54.74/hr.	10 years
<u>915</u>	Post hole digger (auger), attachment-----	32.58/hr.	10 years
<u>918</u>	Screening plant-----	0.36/ton	10 years
<u>919</u>	Spring tooth or disc harrow attachment-----	10.84/hr.	10 years
<u>923</u>	Water pump, centrifugal (with or without trailer) (<u>Alternate Photo</u>)-----	29.18/hr.	5 years
<u>924</u>	Water pump, diaphragm -----	17.50/hr.	5 years
<u>925</u>	Sprayer, multi-purpose stand alone, liquid distribution system, including tank, spray bar, nozzles, to be used for spot weed spraying or dust control, excluding anti-icing. -----	14.04/hr.	10 years
<u>926</u>	Water tanker or portable tank with pump and spray bars, not for anti-icing, exclusive of motive equipment (no charge may be made while in transit)----- (<u>Alternate Photo</u>)	28.90/hr.	8 years
<u>930</u>	Hydro-seeder with water supply-----	47.64/hr.	10 years
<u>931</u>	Mulch spreader with water supply -----	60.58/hr.	10 years
<u>932</u>	Brush cutter, (backhoe mounted on boom) (<u>Alternate Photo</u>)-----	30.84/hr.	5 years
<u>933</u>	Shoulder drag-----	15.16/hr.	10 years
<u>934</u>	Concrete saw, through 9 hp, including blades-----	51.10/hr.	3 years
<u>935</u>	Concrete saw, 10 through 24 hp, including blades -----	47.82/hr.	5 years
<u>936</u>	Concrete saw, 25 hp and over, includes blades -----	72.64/hr.	10 years
<u>937</u>	Hot air lance -----	7.28/hr.	5 years
<u>938</u>	Pavement router/joint cleaner/roto-cutter, asphalt, including bits -----	48.84/hr.	5 years
<u>939</u>	Field office, Class A -----	82.08/day	15 years
<u>940</u>	Brush cutter (tractor mounted)-----	21.46/hr.	3 years
<u>941</u>	Bump burner, infrared or open flame grader attach -----	121.02/hr.	12 years
<u>942</u>	Post pusher/driver (wood or metal)-----	24.52/hr.	12 years
<u>946</u>	Trailer, sign-----	13.12/day	10 years

<u>947</u>	Portable pressure washer (heated or not heated) - attached wheels, capacity thru 20 hp -----	43.52/hr.	10 years
<u>948</u>	Aerial platform (self-propelled or trailer mounted / not mounted on a truck) -----	25.36/hr.	12 years
<u>949</u>	Attenuator (with or without arrow board) -----	11.54/hr.	10 years
<u>950</u>	Centerliner, mounted on dual axle truck -----	106.36/hr.	10 years
<u>951</u>	Centerliner, mounted on single axle truck -----	89.28/hr.	12 years
<u>952</u>	Liquid dust control, applicator only -----	0.12/gal	8 years
<u>953</u>	Boom for mowers, attached to tractor -----	16.00/hr.	10 years
<u>954</u>	Sign truck, any combination of storage cabinets, auger and aerial platform (primarily used for installing signs) -----	30.30/hr.	10 years
<u>955</u>	Tailgate conveyor or spreader box -----	31.96/hr.	12 years
<u>956</u>	Hydraulic drill -----	33.06/hr.	8 years
<u>958</u>	Message board (programmable) maximum charge of 12 hours in a 24 hr period -----	5.10/hr.	10 years
<u>960</u>	Portable pressure washer (heated or not heated) - attached wheels, capacity 21 hp and greater -----	55.54/hr.	10 years
<u>970</u>	Boom utility truck, any combination of storage cabinets, auger and man bucket (not primarily used for sign installation) -----	61.84/hr.	10 years
<u>975</u>	Welder, electric, 0 - 300 amp capacity (does not include cost of welding rod) ----	12.14/hr.	10 years
<u>976</u>	Welder, electric, 301 amp capacity and up (does not include cost of welding rod) -----	6.18/hr.	10 years



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE WEDNESDAY, APRIL 13, 2022 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Vlach at 6:42pm

Roll Call

Trustees Vlach, D'Alessandro and Umans

Also Present: President Duncan, Trustees Stanek and Wright, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards, Dive Captain Vavra, Fire Chief Smith and Engineer Snyder.

Meeting Minutes

D'Alessandro/Stanek motion to approve meeting minutes of March 16, 2022. Umans abstained, motion carried.

D'Alessandro/Umans motion to approve Joint Protective Services and Finance & Personnel meeting minutes of March 21, 2022. Unanimously carried.

Umans/D'Alessandro motion to approve meeting minutes of April 4, 2022. Unanimously carried.

Williams Bay Dive Team

Umans stated he was unfamiliar with the operations of the Dive Team and inquired why the Village has a dive team and thought it would be beneficial to learn more about the dive team. Captain Vavra provided a history on how the Dive Team was created and discussed how neighboring communities are involved with MABAS calls.

Police Staffing Needs

Chief Timm discussed the staffing study done and raised concerns about future staffing with projected growth of the community. Discussion was held regarding potential need for referendum if an additional officer is needed. Timm requested the Committee to allow him to work with the Administrator to gather information on budget impacts and comparison on other department's staffing levels.

Monthly Numbers

Chief Timm provided an overview of the March 2022 Police Activity. Timm gave a brief update on monthly police activities.

Adjourn

Umans/D'Alessandro motion to adjourn at 7:10pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE 05/02/22 MEETING MONDAY, MAY 2, 2022 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

I. Call to Order

Trustee Umans called the meeting to order at 6:31pm.

II. Roll Call

Present: Jim D'Alessandro, Robert Umans and George Vlach (joined at 6:36pm)

Also Present: Trustee Jaramillo, Administrator Tobin, Chief Timm and Clerk Pankau

III. Consider a motion to convene into closed session pursuant to the exemption contained in Wis. Stats. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

The motion to convene into closed session pursuant to the exemption contained in Wis. Stats. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding the Police Department was initiated by Robert Umans and seconded by Jim D'Alessandro at 6:32pm.

Votes:

Yes: Jim D'Alessandro, Robert Umans

No: None

Abstain: None

Result: Passed

A. Police Department

IV. Motion to reconvene into open session

The Motion to reconvene into open session was initiated by Jim D'Alessandro and seconded by Robert Umans at 6:50pm. Unanimously carried.

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

The motion to extend a conditional offer to Madison Rabe for the Police Officer position based upon completion of the background check was initiated by George Vlach and seconded by Jim D'Alessandro. Unanimously carried.

Madison spoke and said she comes from a large family in Mukwanago and that she loves nature, reading and sports. She spoke about her Bachelor of Arts in Criminology and how it was a four-year degree. She stated that she minored in Spanish and is bilingual at an intermediate level.

VI. Adjourn

The motion to adjourn was initiated by Robert Umans and seconded by Jim D'Alessandro at 6:55pm. Unanimously carried.

/s/ Jackie Pankau-Daniels, Village Clerk

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VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES FINANCE AND PERSONNEL COMMITTEE WEDNESDAY, APRIL 13, 2022 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Trustee Wright at 7:23pm

Roll Call

Trustees D'Alessandro, and Wright.

Excused: Parker

Also Present: President Duncan, Trustees Stanek, Vlach and Umans, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards, Engineer Snyder, and John Dwyer; Dip In The Bay

Meeting Minutes

D'Alessandro/Wright motion to approve meeting minutes of April 6, 2022. Unanimously carried.

Dip In The Bay Municipal Lease

Wright discussed the Dip In The Bay Municipal Lease for the 2022 season. Dwyer was present to clarify that he is allowed to utilize a residential parking spot for loading and unloading as the lease only stated unloading was allowed. He also clarified what signage was allowed per the lease. Wright/D'Alessandro motion to recommend Village Board approval of Dip In The Bay Municipal Lease with the correction of adding loading is allowed in a residential parking spot. Unanimously carried.

Adjourn

D'Alessandro/Wright motion to adjourn at 7:30pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

MUNICIPAL BUSINESS LEASE

SECTION I. Date, Contracting Parties, Description of Property and Term of the Lease.

1. This lease is made this _____ day of _____, 2022, between The Village of Williams Bay, Wisconsin, herein called the Municipality, and Yoga Lake Geneva, LLC herein called the Renter.
2. The Municipality, in consideration of the agreements with the Renter herein set forth, hereby leases to the Renter, to occupy the Williams Bay beach (west of the beach house) from 7:00 a.m.- 8:15 a.m. on Saturdays and Sundays between Memorial Day weekend and Labor Day weekend. Classes will also be offered on Memorial Day, July 4th, and Labor Day at 7:00 a.m.
3. This lease shall be for the following specified period: effective upon execution of this contract and shall continue in force through Labor Day 2022. There shall be no automatic renewal of this agreement.

SECTION II. Rental Payments.

1. Amount of Rent: The monthly rental payment owed by the Renter shall be \$1.00 per student, per class. That amount shall be calculated from the start of this lease through Labor Day 2022. The Renter shall provide verification of the gross sales to the Municipality along with their payment.
2. Time of Payment: Renter shall pay the Municipality no later than September 30, 2022. This will be a lump-sum payment for the entire season and length of the contract.
3. Overdue rental payments shall bear interest at the rate of 10% per annum.

SECTION III. The Renter Agrees as Follows:

1. It is the responsibility of the Renter to obtain and hold all necessary licenses and permits from the State of Wisconsin and Department of Agriculture, Trade & Consumer Protection, and to comply with all requirements of said licenses and permits and provide copies of the same to Village Administrator.
2. Renter agrees to not interfere with beach cleaning operations by Village Staff.
3. Premises herein leased and every part thereof, during said term, shall be used only for the lawful business purposes of the Renter.
4. Renter shall not alter or redecorate said premises without prior written consent of Municipality. Renter agrees to maintain the area in a neat, clean, and orderly manner.

5. Renter agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be paid or incurred by Municipality in enforcing this lease.

6. Renter agrees not to assign this lease or sublease the premises without the consent of the Municipality.

7. Renter agrees to indemnify and hold harmless the Municipality from any and all liability, loss, or damage the Municipality may suffer as a result of claims, demands, costs, or judgments against it arising from the Renter's activities with this agreement. All yoga instructors shall supply the Municipality with a certificate of insurance naming the Village of Williams Bay an additional insured.

8. Yoga Lake Geneva, LLC and Frank Whiting agree to personally guarantee the debts from Section II only of the Renter for this agreement.

SECTION IV. Termination of Agreement:

1. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this agreement, shall constitute grounds for termination thereof, at the option of the other party.

SECTION V. Signatures:

RENTER:

Frank Whiting, Yoga Lake Geneva, LLC

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

MUNICIPALITY:
VILLAGE OF WILLIAMS BAY

William B. Duncan, President

ATTEST:

Jackie Pankau-Daniels, Clerk



MEMORANDUM

DATE: MAY 11, 2022
TO: FINANCE & PERSONNEL COMMITTEE
FROM:
RE: CHANGE IN AUTHORIZED SIGNERS FOR FIRST NATIONAL BANK & TRUST AND
CLOSE ACCOUNTS AT ADVIA CREDIT UNION

Don Parker is named as an authorized signer for the bank accounts at First National Bank & Trust and Advia Credit Union. Additional authorized signers include the Village President, Village Clerk and Village Administrator. At this time, staff determined that a replacement authorized signer was not needed to replace Don.

The Village Administrator is working with First National Bank & Trust on investment options for funds that are being held at Advia Credit Union. Therefore, staff is recommending authorizing the Village Administrator to close the (7) accounts at Advia Credit Union.



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 4TH day of MAY, 2022, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and VILLAGE OF WILLIAMS BAY, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$25,000 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of AUGUST 13, 2022 at approximately 9:00 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

- ☒ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.
- ☐ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

- ☐ the sum of \$_____ as a down payment upon execution of this Agreement. The balance of \$_____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☒ \$25,000 in full by JUNE 4, 2022 (70 days prior to event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.
- ☐ \$_____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of AUGUST 14, 2022 or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

6. Buyer agrees to provide:

- (a)** Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b)** Protection of the display area by roping off or similar facility.
- (c)** Adequate police protection to prevent spectators from entering display area.
- (d)** Dry, clean sand, if needed, for firing.
- (e)** Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f)** Necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

10. Excluded Damages and Limitation of Liability. Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

(a) In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

(b) In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

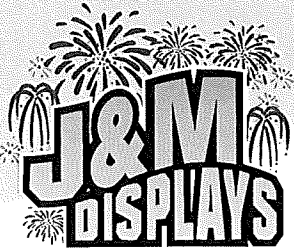
11. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Bryan D Olson
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival

Opening

3 Inch Salutes

Quantity	Name	Rising Effect	Price	Total
36	Dark salute (no Ti)		\$12.00	\$432.00
Category Shell Count: 36				\$432.00

6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Var. color crackling diadem		\$153.10	\$153.10
Category Shell Count: 1				\$153.10
Section Shell Count: 37				

Flights

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	Brocade crown with silver strobe pistil		\$23.90	\$71.70
3	Crackling nishiki kamuro		\$23.90	\$71.70
3	Glittering willow waterfall	glitter tail	\$23.90	\$71.70
3	Gold Spangle chrysanthemum with crackling	Large Brocade tail	\$23.90	\$71.70
3	Kamuro chrys to white strobe w/white strobe pistil		\$23.90	\$71.70
3	Reddish gamboge to magenta chrys		\$23.90	\$71.70
3	White strobe with red dahlia	glitter tail	\$23.90	\$71.70
Category Shell Count: 21				\$501.90

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
3	Farfallas and silver glitter to red ELECTRIC FIRE ONLY (cylinder)		\$41.10	\$123.30
3	Kamuro serpents to reports with green and violet center ELECTRIC FIRE ONLY (cylinder)		\$41.10	\$123.30
3	Silver Hummers w/ Fushia Center ELECTRIC FIRE ONLY (cylinder)		\$41.10	\$123.30
Category Shell Count: 9				\$369.90
Section Shell Count: 30				

Flight 1

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	Glittering willow waterfall	glitter tail	\$23.90	\$71.70
Category Shell Count: 3				\$71.70

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
8	Glittering willow waterfall	glitter tail	\$45.50	\$364.00
Category Shell Count: 8				\$364.00



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival

Flight 1

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
4	Glittering willow waterfall	glitter tail	\$71.00	\$284.00
Category Shell Count: 4				\$284.00

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Glittering willow waterfall	glitter tail	\$88.00	\$176.00
Category Shell Count: 2				\$176.00
Section Shell Count: 17				

Main Event

3 Inch Color Shells

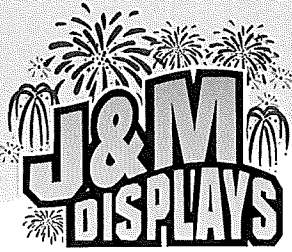
Quantity	Name	Rising Effect	Price	Total
1	Assortment P of 10 pairs (20 shells) of J&M Brand shells	mixed tails	\$330.00	\$330.00
1	Assortment S of 10 pairs (20 shells) of J&M Brand shells (Low fallout)	mixed tails	\$330.00	\$330.00
1	Assortment Y of 10 pairs of 3" J&M shells ELECTRIC FIRE (Low fallout)		\$330.00	\$330.00
1	Assortment Z of 10 pairs of 3" J&M shells ELECTRIC FIRE		\$330.00	\$330.00
Category Shell Count: 80				\$1,320.00

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Brocade Ring pattern		\$26.80	\$53.60
1	Assortment M of 10 Pairs (20 shells) of J&M Brand shells ELECTRIC FIRE	mixed tails	\$560.00	\$560.00
1	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$560.00	\$560.00
1	Assortment U of 10 pairs of different (20 shells) J&M Brand shells ELECTRIC FIRE	mixed tails	\$560.00	\$560.00
Category Shell Count: 62				\$1,733.60

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
1	1/2 blue to green & 1/2 green to blue peony w/strobing pistil		\$52.20	\$52.20
1	Blooming Flowers		\$52.20	\$52.20
1	Double Crackle		\$52.20	\$52.20
1	Ghost Blue peony		\$52.20	\$52.20
1	Golden strobe crown		\$52.20	\$52.20
1	Green magic peony to nishiki kamuro		\$52.20	\$52.20
1	Multi color strobe		\$52.20	\$52.20
1	Golden wave to Green flying dragon		\$75.30	\$75.30
1	Silver tourbillions with report and orange peony ELECTRIC FIRE ONLY (cylinder)		\$75.30	\$75.30
Category Shell Count: 9				\$516.00



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival

Main Event

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Assortment K of 15 different J&M Brand shells (low fallout) ELECTRIC FIRE	mixed tails	\$680.00	\$680.00
1	Assortment T of 15 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$680.00	\$680.00
1	Assortment W of 15 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$680.00	\$680.00
Category Shell Count: 45				\$2,040.00

5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Golden wave to var. color swimming w/crackling pistil		\$74.00	\$74.00
1	Green strobe willow		\$74.00	\$74.00
Category Shell Count: 2				\$148.00

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Crown to glittering		\$88.00	\$88.00
1	Red crossette		\$88.00	\$88.00
1	6" ASSORTED SHELLS W/TAIL -- C		\$720.00	\$720.00
1	6" ASSORTED SHELLS W/TAIL -- D		\$720.00	\$720.00
1	Assortment T of 9 different J&M brand shells ELECTRIC FIRE	Mixed tails	\$720.00	\$720.00
1	Assortment W of 9 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$720.00	\$720.00
1	Assortment of 9 different Sunny brand shells ELECTRIC FIRE	mixed tails	\$720.00	\$720.00
Category Shell Count: 47				\$3,776.00

8 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	1/2 peony w/crackling pistil w/blue chrys tail		\$189.00	\$189.00
1	Gold flashing crossette with gold flash pist		\$189.00	\$189.00
1	Golden wave to blue to red chrys		\$189.00	\$189.00
Category Shell Count: 3				\$567.00

8 Inch Special Effect Shells

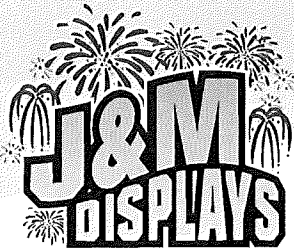
Quantity	Name	Rising Effect	Price	Total
1	Nishiki kamuro to white strobe w/white strobe pistil		\$365.00	\$365.00
Category Shell Count: 1				\$365.00

Section Shell Count: 249

Finales

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
3	Color (rainbow) 8 shot finale chain	mixed tails	\$291.00	\$873.00
Category Shell Count: 24				\$873.00



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival

Finales

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
4	Brocade Crown 10 Shot finale chain	Gold tails	\$178.00	\$712.00
12	Rainbow 10 Shot finale chain	mixed tails	\$178.00	\$2,136.00
6	Report and palm 10 Shot finale chain		\$178.00	\$1,068.00
Category Shell Count: 220				\$3,916.00

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
8	Glittering willow	glitter tail	\$71.00	\$568.00
6	White with silver strobe pistil	Silver tail	\$71.00	\$426.00
Category Shell Count: 14				\$994.00

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
6	Glittering willow	glitter tail	\$88.00	\$528.00
Category Shell Count: 6				\$528.00

8 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Glittering willow with pink lemon and light blue pistil		\$189.00	\$189.00
Category Shell Count: 1				\$189.00
Section Shell Count: 265				

Miscellaneous

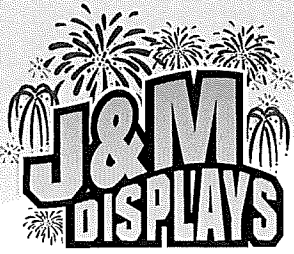
Ignition Items

Quantity	Name	Rising Effect	Price	Total
315	Igniter 3 meter leads		\$2.20	\$693.00
100	Igniter 4 meter leads		\$2.45	\$245.00
Category Shell Count: 0				\$938.00
Section Shell Count: 0				

8% Free for Early Payment

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Glittering willow waterfall	glitter tail	\$88.00	\$88.00
Category Shell Count: 1				\$88.00



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Silver tails to Red and silver strobe and blue 100 shot		\$205.00	\$205.00
1	Rainbow Crossette 50 shot Z shape		\$240.00	\$240.00
Category Shell Count: 150				\$533.00

6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Lemon to crackling ghost peony		\$153.10	\$153.10
1	Multi-Color Flowers	/rising green flowers	\$153.10	\$153.10
1	Reddish gamboge to purple swimming		\$153.10	\$153.10
1	Strobing chrys w/var. color flower sheets		\$153.10	\$153.10
1	Var. color flower sheets		\$153.10	\$153.10
1	Willow with multi-flash with purple pink lemon pistils	glitter tail	\$153.10	\$153.10
Category Shell Count: 6				\$1,451.60
Section Shell Count: 157				

Free for Advertising

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Glittering Willow comets 100 shot fan		\$205.00	\$205.00
1	1.5" 35 Shot Fan Shape Thunder Tourbillion w/Red & Blue Mine w/Tail		\$240.00	\$240.00
1	Assorted effects 100 shot Z shape		\$240.00	\$240.00
1	New color crossettes 100 shot I shape		\$350.00	\$350.00
Category Shell Count: 335				\$1,035.00
Section Shell Count: 335				

15% Free for Multiple Year Agreement

Multi-shell Barrage Units

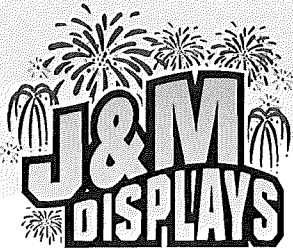
Quantity	Name	Rising Effect	Price	Total
1	100S FAN SHAPED CAKE - Assorted effects and colors Z shap		\$350.00	\$350.00
1	Silver Lion blood red and blue dahlia 80 shot fan		\$430.00	\$430.00
Category Shell Count: 180				\$780.00

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue peony with red pistil with silver crown ring	Silver tail	\$45.50	\$45.50
Category Shell Count: 1				\$825.50

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Color (rainbow) 8 shot finale chain	mixed tails	\$291.00	\$1,746.00
Category Shell Count: 48				\$2,571.50
Section Shell Count: 229				



J&M Displays Proposal for: **Village of Williams Bay Lions Corn & Brat Festival**

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price:	\$20,256.20
Discount:	\$3,116.20
Subtotal Fireworks:	\$17,140.00
Sales Tax:	
Local Sales Tax:	
Insurance Processing:	\$2,500.00
License and Permit:	
Shoot Fee:	\$2,000.00
Delivery:	\$1,250.00
Musical Firing:	
Shoot Cost:	
Equipment Rental:	
Barge/Pontoon Fee:	\$2,110.00
Total Price of Show:	\$25,000.00

Total Shot Count:	1319
Packing Check:	601
Date of Display:	08/13/22
Customer Number:	12222

Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$17,140.00 Fireworks Subtotal

\$1,451.60	8% Free for Early Payment
\$1,035.00	Free for Advertising
\$2,571.50	15% Free for Multiple Year Agreement
\$5,058.10	Total Free

Total Value of Show is \$33,174.30. Your Price is \$25,000.00

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.



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, APRIL 13, 2022 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Umans at 7:31pm

Roll Call

Trustees Umans and Stanek

Excused: Parker

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

Meeting Minutes

Stanek/Umans motion to approve the March 16, 2022, and March 21, 2022 meeting minutes. Unanimously carried.

Water Impact Fee Needs Assessment

Snyder discussed the draft Water Impact Fee Needs Assessment study that is required per state statute 66.0617 when enacting or updating impact fees. Snyder stated that the last needs assessment study was done in 1996. Snyder stated that impact fees can be imposed on new construction to serve the new development for water supply and storage only. The probable costs used in the study included upgrades to the Water Treatment facility and a new water tower for a total cost of \$10,395,000 of which \$2,801,250 is used for the calculation of impact fees. Based on a total of 890 additional residential equivalent unit (REU) the proposed water impact fee would be \$3,147.50. Stanek/Umans motion to recommend Village Board approval of the Water Impact Fee Needs Assessment study and implementation of new water impact fee. Unanimously carried

Adjourn

Umans/Stanek motion to adjourn at 7:44pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

§ 350-4 **Operating rules.**

A. Establishment of service.

- (1) Public Service Commission rules adopted. All persons now receiving a water supply from the Water Utility or who may hereafter make application therefor, providing that such application is for the provision of water supply to a structure located within the corporate boundaries of the Village, and any person, firm or corporation by attachment to the water system, or otherwise by contract or agreement coming within the Village water service area, shall be considered as having to be bound by all the rules and regulations as filed with the State Public Service Commission.
- (2) Application. Application for water service shall be made in writing on a form furnished by the Water and Sewer Committee. The application shall contain a legal description of the property to be served, including tax key number, name of applicant, use to be made of service and such other information as the Utility may require.
- (3) Conditions for service. Service shall be furnished only if the following conditions are met:
 - (a) Applicant has installed or agrees to install a service pipe from the water main in the street to the point of use in conformance with § 350-5 specifications.
 - (b) Applicant pays required hookup charge.
 - (c) Premises have adequate piping beyond metering point.
- (4) Multiunit metering.
 - (a) The owner of a multiunit dwelling has the option of being served by individual metered water service to each unit. The owner, by selecting this option, shall provide interior plumbing and meter settings to enable individual metered service to each unit and individual disconnection without affecting service to other units.
 - (b) Each meter and meter connection shall be a separate Water Utility customer for the purpose of the filed rules and regulations. The owner is responsible for and subject to § 350-3 of this chapter.
- (5) Division of water service prohibited. No division of water service of any lot or parcel of land shall be made for extension and independent meterage of the supply to an adjoining lot or parcel of land. No division of a water supply service shall be made at the curb for separate supplies therefrom for two or more separate premises having frontage on any street or public service strip, whether owned by the same or different parties.
- (6) Approval may be withheld. The Committee is hereby empowered to withhold approval of any application wherein full information of the purpose of such supply is not clearly set forth by the applicant property owner.
- (7) Extraterritorial water service area delineated. The Water Utility is hereby authorized to provide water service to the following delineated areas only, located outside the corporate boundaries of the Village:

1. A part of the SW 1/4 of Section 30, T2N, R17E, Walworth County, Wisconsin, described as

follows: Parcel more particularly described as commencing at the SW corner of Section 30, T2N, R17E; thence S 89° 57' 32" E, 60.00 feet to the place of beginning; thence N 0° 06' 28" E parallel to the West line of Section 30, 796.66 feet; thence S. 89° 53' 32" E, 155.76 feet to the center line of State Highway 50; thence S 37° 01' 32" E, along the center line of said Highway 50, 391.17 feet; thence S 0° 28' 32" E, 484.34 feet to the South line of said Section 30, thence N 89° 57' 32" W along the South line of said Section 30.396.72 feet to the place of beginning. Excepting therefrom that part conveyed to the State of Wisconsin, Department of Transportation, by deed recorded February 13, 2003, as Document No. 543841.

Tax Key No. JG 3000010

2. Lots 1 and 2 of Certified Survey Map No. 1386, recorded September 7, 1984 in Volume 6 of Certified Surveys on page 243 as Document No. 107713, being located in the Northwest 1/4 of Section 31, T2N, R17E, Town of Geneva, County of Walworth and State of Wisconsin.

Tax Key No. JA 138600001 and JA 138600002

3. A parcel of land located in the Southeast 1/4 of the Northeast 1/4 of Section Town 1 North, Range 16 East, Town of Walworth, County of Walworth, State of Wisconsin, described as follows, to wit:

Commencing at the East 1/4 Section corner of said Section 2; thence North 389.18 feet along the East line of Section 2; thence West 280.00 feet; thence South 389.18 feet; thence East 280.00 feet to the point of beginning.

Tax Key No. EW2000009

The Water Utility shall not provide water service to areas located outside the corporate boundaries of the Village other than the areas delineated above.

B. Service contract.

- (1) The minimum service contract period shall be one year, unless otherwise specified by special contract or in the applicable rate schedule. Where a customer requests that he be disconnected prior to expiration of his minimum contract period, where his account is not delinquent and where thereafter he requests the reconnection of service, a reconnection charge, as provided in the Village Fee Schedule, payable in advance shall be collected. The minimum contract period is renewed with each reconnection.

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

- (2) There shall be a reconnection charge as provided in the Village Fee Schedule for consumers whose services are disconnected because of nonpayment of bills when due, including disconnection for failure to comply with deposit or guarantee rules. **[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**

- (3) A person shall be considered as the same consumer provided the connection is required for the same premises by any member of the same family or, if a place of business, by any partner or employee of the same business.

- C. Turning on water. Water cannot be turned on for a consumer, except by an authorized employee of the Utility during normal business hours. When a plumber has completed his work, he shall leave the water turned off. Such plumber may test his work, but when such testing is completed, he shall leave water shut off. A water service that is turned on without authorization shall subject the property owner to a forfeiture for such violation.

- D. Stop boxes. The consumer shall protect the stop box on his property and shall keep the same free from dirt and other obstructions. The Utility shall not be liable for failure to locate stop box and shut off water in case of a leak on the consumer's premises. The consumer shall allow access to the stop box by and

not interfere with Utility personnel.

E. Thawing frozen services.

- (1) Frozen services shall be thawed out by and at the expense of the Utility, unless freezing was caused by contributory fault or negligence by the consumer, such as reduction of grade, improperly installed consumer service pipe, etc.
- (2) Following freezing of a service, the Utility shall take such steps and issue such instructions as may be necessary to allow the water to flow to prevent refreezing. The consumer shall make provisions for proper disposal of the wastewater. The charge for water shall be adjusted to allow a credit for water permitted to run as a result of Utility instructions. Credit will not be allowed if ordered to run due to negligence or fault as stated in Subsection E(1) above.

F. Installation or removal of meters.

- (1) Meters shall be furnished and placed or removed by the Utility upon a minimum 24 hours' advance notice during normal business hours. The property owner or agent must be present when water is turned on by the Utility. Meters are not to be disconnected or tampered with by the consumer. All meters shall be located in the basement or other suitable place within the building so that they are protected from obstructions and permit ready access thereto for reading, inspection and servicing, such location to be designated or approved by the Director of Public Works. Outdoor meter pits shall not be acceptable. All piping within the building shall be supplied by the consumer. The consumer shall allow access to the meter by the Utility on a regular and reasonable basis in order to read the meter and perform maintenance.
- (2) There shall be only one meter permitted per residential Water Utility customer. A residential Water Utility customer shall not have the option of being served by more than one water meter.

G. Service piping for meter settings.

- (1) Where a new customer whose service is to be metered installs the original service piping, where an existing metered customer changes his service piping for his own convenience or where an existing flat rate customer requests to be metered, the customer shall at his expense provide a suitable location and proper meter connections.
- (2) The Director of Public Works shall be consulted as to the type and size of meter setting. For one-inch diameter meters, a preassembled meter yoke shall be installed. For meters larger than one-inch diameter, the setting shall be designed by a master plumber and approved by the Director of Public Works. The setting shall include a valved bypass, meter isolation valves, an in-line tee to permit water diversion to a comparison meter and couplings that allow easy removal of the service meter.

H. Repairs to meters.

- (1) Meters shall be repaired by the Utility. The cost of such repairs caused by ordinary wear and tear shall be borne by the Utility.

- (2) Repair of any damage caused by carelessness of the owner of the premises, his agents or tenants or from the negligence of any of them to properly secure and protect same, including any damage that may result from allowing a water meter to become frozen or to be injured from presence of hot water or steam in the meter, shall be paid for by the consumer or the owner of the premises should the consumer fail to pay.
- I. Charges for water wasted due to leaks. When the meter registers losses due to pipe leaks, the Utility shall determine whether the defect in the piping or equipment was known to the customer or, being known, he had used his best efforts to correct the conditions. If the Utility determines that the loss occurred without the consumer's knowledge or, having known about it, he had tried to correct the condition, the Utility may determine as nearly as possible what is the amount of loss by comparison with the use of the water during a like period and the excess may be billed at the lowest step in the rates. However, if the consumer knew of the leak and failed to give proper attention to it, the Utility shall bill for the total consumption shown by the meter at regular rates.
- J. Failure to read meters.
- (1) Where the Utility is unable to read a meter after two successive tries, that fact shall be indicated on the bill, the minimum charge applied and the difference adjusted when the meter is read again. The bill for the succeeding quarter shall be computed with the gallons in each block of the rate schedule doubled and credit shall be given on that bill for the amount of the minimum bill paid the preceding month.
- (2) Only in unusual cases or when approval is obtained from the consumer shall more than two consecutive estimated bills be rendered where the billing period is two months or more. A period of estimated billing shall not exceed one year.
- (3) If the meter fails to operate, the bill shall be based on average use during the corresponding quarter of the past year, unless there is some reason why the use was not normal. If the average use cannot be properly employed, the bill shall be estimated by some equitable method.
- K. Repairs to mains. The Utility reserves the right to shut off water in the mains temporarily to make repairs, alterations or additions to the plant or system. When the circumstances permit sufficient delay, the Utility shall give notification by newspaper publication or otherwise of the discontinuance of the supply. No rebate or damages shall be allowed to consumers for such temporary suspension of supply.
- L. Handling water mains and service pipes in trenches.
- (1) Where excavating machines are used in digging, all water mains shall be maintained at the expense of the contractor.
- (2) Contractors shall ascertain for themselves the existence and location of all service pipes. Where they are removed, cut or damaged in the construction, the contractor shall, at his own expense, cause them to be replaced or repaired at once. Such repair shall not cause water service to any consumer to be shut off more than six hours.
- M. Settling main or service trenches. Trenches in streets shall be refilled with approved granular backfill in accordance with state highway specifications or Village specifications where more restrictive. The

contractor shall be responsible for repair of all settled trenches for one year from date of completion.

- N. Relief valves. On all closed systems (i.e., systems having a check valve, pressure regulator or reducing valve, water filter or softener) an effective pressure relief valve shall be installed, either in the top tapping or the upper side tapping of the hot water tank, or on the hot water distributing pipe connection at the tank. A one-half-inch drain pipe shall be connected to the relief valve for discharge on the floor or into a sink or open drain through an air gap. No stop valve shall be placed between the hot water tank and the relief valve or on the drain pipe.
- O. No claims for damages.
- (1) No person shall enter a claim for damages against the Village, the Water and Sewer Committee as a Utility or any officer thereof for damage to any pipe, fixture or appurtenances by reason of interrupted service, variation of pressure or for damage caused by turning off or turning on, whether wholly or partially, the water supply or for the discontinuance of the premises' water supply for violation of any rule or regulation of the Water Utility.
 - (2) No claims shall be allowed against the Village on account of the interruption of the water supply caused by the breaking of pipes or machinery or by stoppage for repairs from fire or other emergency. No claims shall be allowed for any damage caused by the breakage of any pipe or machinery.
- P. Purity of supply not to be impaired by cross-connections. Every person owning or occupying a premises receiving Village water supply shall maintain such water supply free from any connection, either of a direct or indirect nature, with a water supply from a foreign source or of any connection with any fixture or appliance, whereby water from a foreign supply or the waste from any fixture, appliance, waste or soil pipe may flow, be siphoned or pumped into the piping of the Village water system. Installation shall be subject Article II, Cross-Connections, of this chapter, and must adhere to all the requirements of § NR 811.09, Wis. Adm. Code.
- Q. Operation of valves and hydrants. Any person who shall without authority of the Committee operate any valve connected with the street or supply mains, open any fire hydrant connected with the distribution system except to extinguish fire or who shall damage or impair the same shall be subject to a forfeiture as provided herein.
- R. Inspection of premises. Any officer or authorized employee of the Utility shall have the right of access during reasonable hours to any premises supplied with service for inspection or enforcement of the Utility's rules and regulations.
- S. Vacation of premises. Before premises are to be vacated, the Utility shall be notified so it may remove the meter and turn off the water at the curb valve. The owner of the premises shall be liable to prosecution for any damage to Utility property by failing to notify the Utility of vacancy.
- T. Tap permits.
- (1) After water connections have been made to any building or upon any premises, no person shall have any tap or connection with the pipe upon such premises for alterations, extensions or attachments, unless the person requesting such work shall have obtained and shall exhibit the proper permits therefor from the

Village. All plumbing work shall be subject to the state and local regulations regarding plumbing.

- (2) If any internal plumbing changes are required at the time of connection to the Utility, the cost of such changes and related permits are the responsibility of the property owner.
- U. Consumers to conserve water. Consumers shall keep the hydrants, taps, water closets, urinals, baths or other fixtures allotted to their use closed, except when obtaining water for use, and shall be responsible for any damage or injury that may result to others from the improper use of such water.
- V. Surreptitious use of water.
 - (1) When the Utility has reasonable evidence that a consumer is obtaining his water supply, in whole or in part, by means of devices or methods used to stop or interfere with proper metering of the Utility service being delivered to his equipment, the Utility reserves the right to estimate and present immediately a bill for service unmetered as a result of such interference. Such bill shall be payable subject to a twenty-four-hour disconnection of service. When the Utility has disconnected the consumer's service for such reason, the Utility shall reconnect the consumer's service upon the following conditions:
 - (a) The consumer shall deposit with the Utility an amount sufficient to guarantee payment of his bills for Utility service.
 - (b) The consumer shall pay the Utility for any damages to its equipment on the consumer's premises due to such stoppage or interference with its metering.
 - (c) The consumer shall agree to comply with reasonable requirements to protect the Utility against further losses including, but not limited to, inspections of the premises by the Utility.
 - (2) Sections 98.26 and 943.20, Wis. Stats., relating to water service are hereby adopted by reference and made a part of these rules.
- W. Consumer to keep in repair.
 - (1) Consumers shall keep their own service pipes, stop cocks and apparatus in good repair and protected from frost at their expense and shall prevent any unnecessary waste of water and overburdening of the system. All expenses related to bringing water into buildings or private premises and connections with the system shall be paid by the applicant.
 - (2) No charge shall be made for the services of the Utility employee to direct where and how the mains shall be tapped and excavations made in the street for laying pipe.
- X. Consumer use only. No consumer shall supply water to others nor allow others to take it off his premises or to connect to the system.
- Y. Consumer to permit inspection. Each consumer shall permit the Utility or its authorized agent at any reasonable hour to enter their premises or building to examine the water meter, pipes, fixtures and the manner in which water is used and drains operate. Such consumers shall answer all questions put to them relative to water consumption.

- Z. Turning on services. Water shall not be turned on into any building or private service pipe without a written order of the authorized agent or employee of the Utility. Plumbers are hereby prohibited from turning water on into any service pipe, except with permission of the Utility or its agent. This rule shall not be construed to prevent any plumber from admitting water to the pipes. When the water has been turned off by order of the Utility or its agent, no consumer shall turn it on nor permit it to be turned on without written permission of such Utility or agent thereof.



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, APRIL 13, 2022 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Wright at 7:44pm

Roll Call

Trustees Wright and Vlach

Excused: Parker

Also Present: President Duncan, Trustee D'Alessandro, Stanek and Umans, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards, Engineer Snyder, and Dave Hendrix; SafeBuilt

Meeting Minutes

Vlach/Wright motion to approve the meeting minutes of March 16, 2022. Unanimously carried.

Building Permit Fees

Dave Hendrix was present to discuss the proposed building permit fees. Hendrix stated that he reviewed each fee and is recommending increases consistent with other communities' fees, which is approximately a 35% increase. Discussion was held regarding fees that include a valuation aspect. After further discussion, it was the consensus of the Committee to have Hendrix revise the proposed fees to an approximate increase of 20% and remove the valuation on fees. The Committee will review the changes at the May Committee meeting.

Tree Permit Fees

Peternell presented a proposed change to the tree permit fees per the recommendations of the Tree Commissioner. The proposed change is a \$50 fee for 1-5 trees removed and \$10 for each tree after that. The donation to KNC would remain the same. Vlach/Wright motion to recommend Village Board approval of amending the fee schedule for tree permits to \$50 fee for 1-5 trees removed and \$10 for each tree after that. Unanimously carried.

Fireworks Permit Fee

Peternell stated that there currently isn't a fireworks permit fee and recommends implementing a \$100 permit fee. She stated that this would be for fireworks displays only, not selling of fireworks. Vlach/Wright motion to recommend amending the fee schedule to add \$100 fireworks permit fee. Unanimously carried

Adjourn

Vlach/Wright motion to adjourn at 8:22pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the BZO Committee

ORDINANCE #2022-08

**AN ORDINANCE AMENDING SECTION 371-3A. AND CHAPTER 371
ATTACHMENT 1 EXHIBIT B OF THE CODE OF ORDINANCES
OF THE VILLAGE OF WILLIAMS BAY CONCERNING IMPACT FEES**

WHEREAS, the Water and Sewer Committee of the Village of Williams Bay having determined that it was appropriate to review the method and amount charged by the village for impact fees for the provision of water for new customers in the village; and

WHEREAS, the village did obtain a public facilities needs assessment for the water supply, treatment and storage facilities for which it anticipated any new impact fee may be imposed; and

WHEREAS, based upon an analysis of the public facilities needs assessment, the Water and Sewer Committee and the Building, Zoning and Ordinance Committee having determined to recommend to the Village Board adoption of an amendment to Section 371-3A. and Chapter 371 Attachment 1 Exhibit B of the Code of Ordinances of the Village of Williams Bay increasing the impact fee for water supply, treatment and storage in the amount as recommended by the public facilities needs assessment; and

WHEREAS, the Village Board of the Village of Williams Bay having held a duly noticed public hearing on the proposed amendments to Section 371-3A. and Chapter 371 Attachment 1 Exhibit B of the Code of Ordinances of the Village Williams Bay pursuant to proper notice, all as required by Wis. Stat. Sec. 66.0617 (4); and

WHEREAS, following said public hearing the Village Board of the Village of Williams Bay having determined that it is appropriate to follow the recommendations of the Water and Sewer Committee and Building, Zoning and Ordinance Committee of the Village of Williams Bay regarding amendment of Section 371-3A. and Chapter 371 Attachment 1 Exhibit B of the Code of Ordinances of the Village Williams Bay in order to increase the impact fee described therein.

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

Section I. Section 371-3A. of the Code of Ordinances of the Village of Williams Bay is amended to read as follows:

A. The impact fee for water supply, treatment and storage is adopted in the following amount:

(1) \$3,147.50 per residential unit.

Section II. Chapter 371 Attachment 1 Exhibit B of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

IMPACT FEES

371 Attachment

Village of Williams Bay

Exhibit B

**Number of Residential Units
For the Various Water Meter Sizes in the Village**

Meter Size (inches)	Flow (gpm)	REU Ratio
3/4 or less	15	1.0
1	25	1.7
1 1/2	50	3.3
Larger than 1 1/2	By Engineering Analysis	By Engineering Analysis

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

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

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Jackelyn Pankau-Daniels, Clerk

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

ORDINANCE #2022-03
AN ORDINANCE AMENDING SECTIONS 390-0212C., 390-0214C., 390-0215C.,
390-0216C., 390-0219C., AND 390-0310M. OF THE CODE OF ORDINANCES OF THE
VILLAGE OF WILLIAMS BAY CONCERNING TOURIST ROOMING HOUSES

WHEREAS, the Village of Williams Bay Building, Zoning and Ordinance Committee having recommended not permitting the conditional use of tourist rooming houses in all zoning districts in the Village other than the Village Center District (VC), the Small Business District (SB), and the Lakeshore Business District (LSB) while removing the limit on the maximum number of tourist rooming houses currently established in Section 390-0310M.; and

WHEREAS, the Plan Commission of the Village of Williams Bay having held a duly noticed public hearing to address the proposed amendment of Sections 390-0212C. (9) (SF-6), 390-0214C. (9) (TF), 390-0215C. (15) (MF-12) and 390-0216C. (17) (MF-18) to remove tourist rooming houses as a conditional use in those zoning districts by repealing said subparts, the proposed amendment of Sec. 390-0219C. (LSB) to add tourist rooming houses as a conditional use and the proposed amendment of Section 390-0310M. (8) business land uses, to repeal that subpart in order to remove the limitation on the number of tourist rooming houses permitted in the Village; and

WHEREAS, following said public hearing, the Plan Commission having voted to recommend to the Village Board of the Village of Williams Bay the above stated proposed amendments to Chapter 390 of the Code of Ordinances of the Village of Williams Bay; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is appropriate to accept the recommendation of the Plan Commission and the Building, Zoning and Ordinance Committee regarding the zoning districts in which tourist rooming houses may be allowed as a conditional use and regarding eliminating the maximum number of tourist rooming houses permitted in the Village.

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

- Section I. Section 390-0212C. of the Village of Williams Bay is hereby amended as follows:

 Section 390-0212C. (9) is hereby repealed and subparts (10)-(11) are hereby renumbered subparts (9)-(10).
- Section II. Section 390-0214C. of the Code of Ordinances of the Village of Williams Bay is hereby amended as follows:

 Section 390-0214C. (9) is hereby repealed and subparts (10)-(12) are hereby renumbered subparts (9)-(11)
- Section III. Section 390-0215C. of the Code of Ordinances of the Village of Williams Bay is hereby amended as follows:

 Section 390-0215C. (15) is hereby repealed and subparts (16)-(18) are hereby renumbered subparts (15)-(17).

Section IV. Section 390-0216C. of the Code of Ordinances of the Village of Williams Bay is hereby amended as follows:

Section 390-0216C. (17) is hereby repealed and subparts (18)-(20) are hereby renumbered subparts (17)-(19).

Section V. Section 390-0219C. (20) of the Code of Ordinances of the village of Williams Bay is hereby created to read as follows:

(20) Tourist rooming house (per section § 390-0310M).

Section VI. Section 390-0310M. of the Code of Ordinances of the Village of Williams Bay is hereby amended as follows:

Section 390-0310M. (8) is hereby repealed.

Section VII. 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: _____

Monday, May 2nd, 2022

Village of Williams Bay
Village Hall
250 Williams Street
P.O. Box 580
Williams Bay, WI 53191

Dear Village of Williams Bay,

The Yerkes Future Foundation maintains nearly 50 acres which includes the Observatory and the Olmsted Grounds. The Foundation's campus as a whole, includes more than 1000 trees and shrubs; along with the 1.5-acre Pollinator Prairie; and the Welcome Garden.

We propose to establish an Apiary, consisting of structures for Native Bees: Mason, Leafcutter, and Bumble, as well as the Honey Bees. These hive structures will be show-cased for educational purposes and may ultimately be used in conducting research. Beginning late Spring, visitors would be able to learn first-hand about native pollinators and gain an understanding of beehives, biological processes, pollination and the impact of bees on the environment as part of their experience while touring the grounds. For example, one flowering tree in spring provides the pollen and nectar equivalent of nearly two-to-three acres of wildflowers.

This is a multi-season project, which begins early spring with the stocking of the prairie with pollinators as they emerge. Thus, the Yerkes Future Foundation is asking the Village of Williams Bay to grant permit to proceed, given the constraints of nature's timeline, and based on the educational and scientific value of this initiative.

In parallel with this, we ask the Village to consider establishing regulations for the conduct of beekeeping in Williams Bay. We have evaluated over two dozen models, and see two potential approaches.

One method, which might possibly restrict beekeeping to a narrow group of participants, is to set a minimum acreage limit, for example: "The keeping of bees in Williams Bay is only permitted on properties of 10 acres or greater."

A second method, which allows for broader participation, is to set a limit on the number of colonies per acre.

A template for beekeeping on a broader scale follows below:

(1) Number.

Residences with lot sizes between one-third (1/3) and less than one (1) acre may have no more than two (2) colonies of honey bees. Two (2) additional colonies per acre may be allowed for every property one (1) acre or larger in size. There may be, maintained on the same property, one additional nucleus colony in a hive structure not exceeding one standard 9 5/8-inch depth, 10-frame hive body with no supers attached as required from time to time for management of splitting colonies or

captured swarms. Each such nucleus colony shall be moved, disposed of, or combined with an authorized colony within 30 days after the date it is acquired.

(2) Setbacks.

Beehives shall be kept at least fifty (50) feet from any principal structure other than the owner's principal structure. Beehives shall not be located within five (5) feet of a side-yard or rear-yard lot line. Beehives shall not be located in the front yard.

(3) Enclosure.

Honey bees must be maintained in beehives with removable combs for inspection purposes. The beehive structures must be maintained in good repair.

(4) Colony Orientation

For any beehive placed within twenty (20) feet of a developed public or private property line, as measured from the nearest point of any hive to the property line, the entrance to the colony must be facing the opposite direction, away from the direction of the property line.

(5) Beekeepers

Beekeepers shall ensure that no empty beehives, bee comb, or other materials that might encourage honey-robbing are left upon the property. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure. No open feeding of honey bees is allowed.

(6) Certification

Beekeepers shall provide a certificate of completion of an 8-hour basic beekeeping class; or evidence their experience as a professional, commercial beekeeper.

(7) Permit:

A permit shall be required to keep honey bees in the Village of Williams Bay. An application for a permit must contain the following items:

- a. The name, phone number, and address of the applicant.
- b. The location of the subject property.
- c. A proposal containing the following information.
 - (i) A description of beehives, providing dimensions and the precise location of beehives and orientation in relation to property lines and adjacent properties.
 - (ii) The application fee charge for the permit shall be ten dollars.
There shall be no charge for renewal of the permit.
- d. If the applicant proposes to keep honey bees in the yard of a rented dwelling, the applicant must present a signed statement from the owner of the dwelling consenting to the applicant's proposal for keeping honey bees on the premises.

(8) Permit Renewal:

Permits will be granted on an annual basis (unless this section is repealed). If the permittee follows the terms of the section, the permit will be presumptively renewed (unless this section is repealed) and the applicant may continue to keep honey bees under the terms and conditions of the initial permit. The city neighborhood services director may refuse to renew or may revoke the permit at any time, (after giving the permittee fifteen (15) days' notice of the basis for the revocation or nonrenewal and an opportunity to be heard on the issue) if the permittee does not follow the terms of this section, or if the neighborhood services director finds that the permit holder has not maintained beehives. If the honey bee ordinance is repealed, no party shall have the right to keep honey bees based on a nonconforming use status obtained under this section.

(9) Penalty:

Any person who violates any of the provisions of this chapter shall, upon conviction thereof, be subject to a penalty of not less than fifty dollars or more than one hundred dollars for the first offense; and for the second offense within year, shall be subject to a penalty of not less than one hundred (\$100.00) dollars or more than two hundred (\$200.00) dollars; and for a third and subsequent offenses within one (1) year not less than two hundred (\$200.00) dollars or more than three hundred (\$300.00) dollars.

Sincerely,

Board Of Yerkes Future Foundation



With the goal of understanding the challenges bee pollinators face in our environment, Kim Kulton founded the LLC in 2015 and named it: “Bee All About It.” Pete Soltesz is the Head Beekeeper. Below are some 2021 “Bee All About It” milestones and fun facts:

- ✓ Managed 95 colonies of European Honey Bees at 10 Apiary locations;
- ✓ Extracted and distributed nearly 5,000 lbs. of local honey;
- ✓ Pollinated hundreds of acres of pumpkin fields and apple orchards producing truckloads of produce;
- ✓ Served residents of WI, IL, and IN;
- ✓ Relocated over 100 nests of native pollinators by providing alternate habitat locations for the Bumble, Carpenter, Mason and Leafcutter bees;
- ✓ Conducted ongoing research on impact of local genetics on overwintering survivability;
- ✓ Engaged more than 200 students in the craft of keeping bees;
- ✓ Shared insight on observations and experiences in the field with thousands of public guests while speaking at local engagements.

“Bee All About It” carries commercial liability and inland marine coverage thru Acuity Commercial Insurance of Sheboygan, WI

They can be reached at:

Kim Kulton Mobile: (630) 926-0273

Kim@IL-Bee-Rescue.com

Pete Soltesz Mobile: (630) 270-4255

President.CDBA@yahoo.com

Kim Kulton is originally from Elmhurst, Illinois. She studied Biology, Chemistry and Anthropology at Northern Illinois University. She began her career as an entomologist with the State, monitoring mosquito populations. She was the first to confirm the presence of West Nile Virus in Illinois. As an entrepreneur, she built and operated "Dogs-To-Frogs," a 20+ year pet-care business. In 2013, Kim was asked by a friend to help solve a mystery as to why dead bees kept showing up under a front porch light. Kim rolled up her sleeves and discovered a swarm of bees nearby. And this is how it began for Kim! She got "the bug," and later went on to start her own company: "Bee All About It."

In 2015 she studied instrumental insemination of Queen bees on Whidbey Island, with international authority, Washington State University's, Dr. Susan Cobey. At that time, she received her certification in Apitherapy, thru the Charles Mraz American Apitherapy Society. She collects and removes swarms, raises local queens, and promotes bee venom therapy. She provides pollination services to rural pumpkin farmers, as well as urban farm-to-bowl initiatives. And of course, her bees produce sweet tasting honey for sale.

Kim is a Director on the Board of the CookDupage Beekeepers Association. She is on the local speaking circuit, speaking at garden clubs, local libraries, city park districts and county nature centers. She leads discussions about the health of our pollinator populations and shares what can be done to support them.

Pete Soltesz was introduced to bees as a young boy growing up in rural Pennsylvania. His parents were passionate about gardening and bees, in fact, much of what they ate growing-up they raised or grew. It was "all-hands on-deck" and he had plenty of time to "relax and enjoy" once all of the chores were done!

Professionally, he attended Annapolis, earning a B.S. in Systems Engineering and served in the Navy as an officer on a sub. After the Navy, he became a Financial Planner and mortgage lender, running his own firm, Apis Financial Group, LLC.

Things changed for Pete early in 2010, when his master-gardener mother came to visit Chicago for the first time. She inspected his garden and decided he needed a colony of bees. Being industrious, she found a nearby beekeeping class and enrolled him. There was a drawing at the end, and he won the grand prize, a bee hive. And this set his wheels in motion, from 1 hive, then 2 next season, then 12, then 42. At the height of the 2021 season, with Kim, at Bee All About It, nearly 100 colonies. His passion and knowledge for bees has continued to grow. And this is how he met Kim, while removing the swarm from Warrenville. He is an active leader of the beekeeping community, serving since 2013 as the President of the Cook DuPage Beekeepers Association, and a former VP of the Illinois State Beekeeping Association. Pete and Kim have introduced hundreds of people to the craft of keeping bees thru classes they teach at the Cook County Farm Bureau, Honey Bee Gardens Farmers' Market, and the Morton Arboretum. He is the head beekeeper for Bee All About It.

Kim Kulton



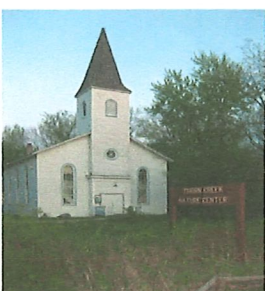
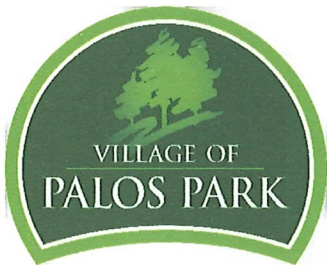
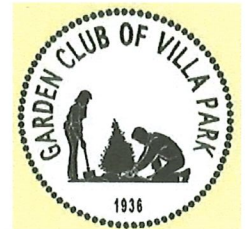
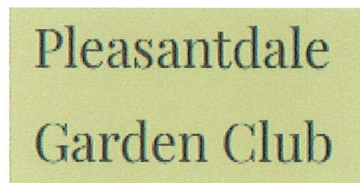
Pete Soltesz



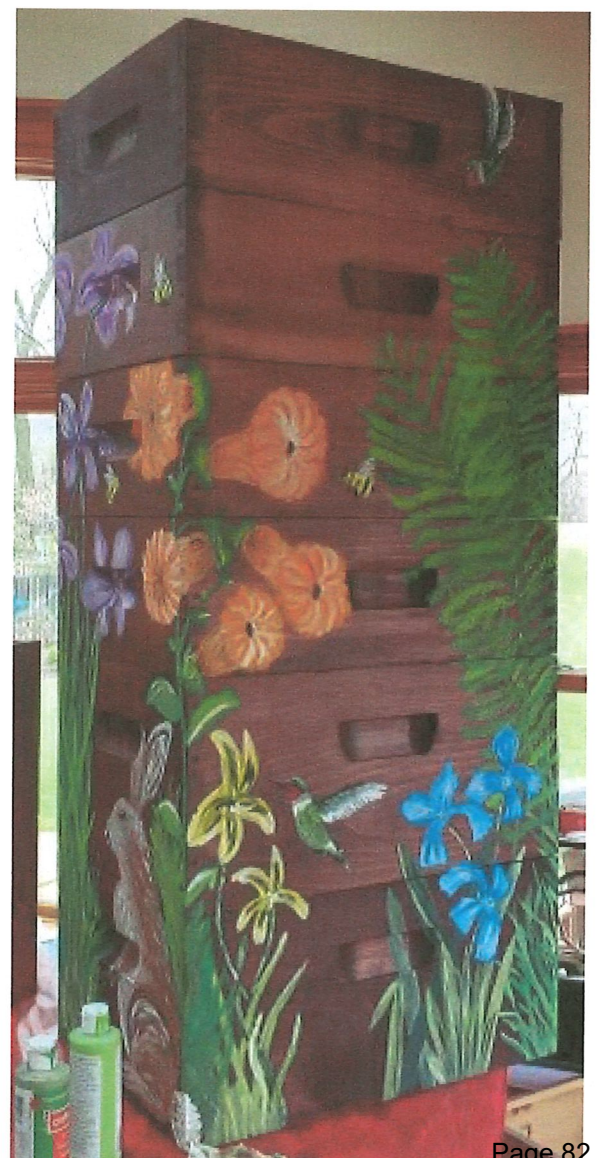
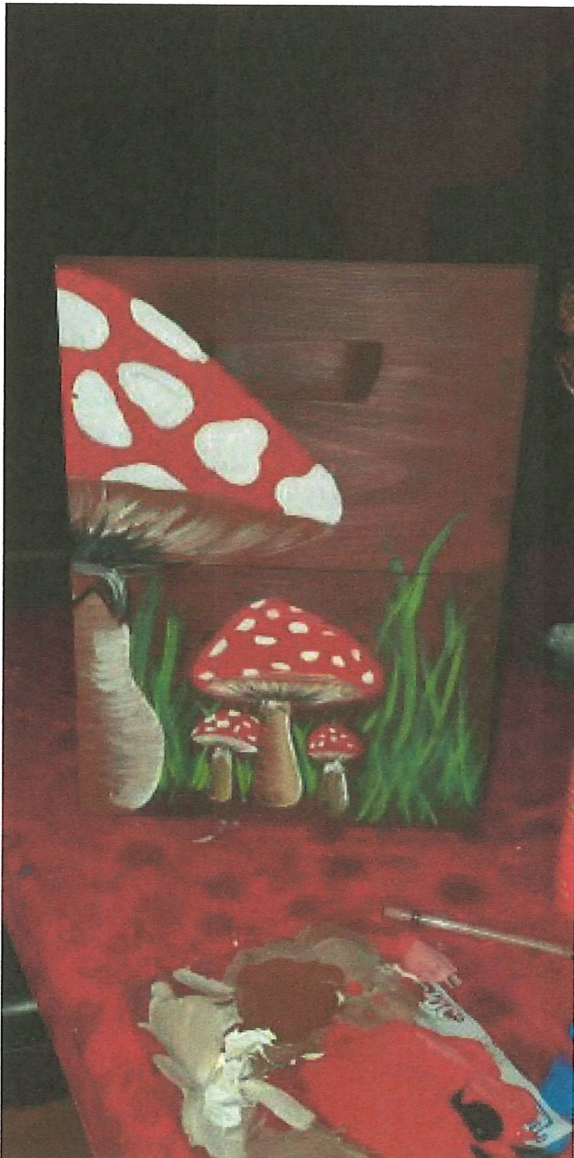
Our Community Relationships



THE
CHAMPION
of TREES



Hive Designs



Links to Village Beekeeping Codes

Municipality	State	Link
Appleton	WI	https://www.appleton.org/home/showdocument?id=23297
Green Bay	WI	https://library.municode.com/wi/green_bay/codes/code_of_ordinances?nodeId=COOR_CH6AN_S6-11BE
Madison	WI	https://www.cityofmadison.com/dpced/bi/obtaining-a-city-of-madison-beekeeping-license/108/#:~:text=No%20hive%20shall%20exceed%20twenty,buiding%20on%20an%20adjoining%20lot.
Milwaukee	WI	https://city.milwaukee.gov/BeeKeepingInMilwaukee#:~:text=Beekeeping%20Ordinance,below%20and%20submitted%20to%20DNS.
Racine	WI	https://library.municode.com/wi/racine/codes/code_of_ordinances?nodeId=PTIIMUCO_CH10AN_ARTIILPE_S10-43BEPE
Whitewater	WI	https://www.whitewater-wi.gov/DocumentCenter/View/250/Chapter-918-Backyard-Beekeeping-Ordinance-Passed-February-18-2016-Draft-Format-PDF
Bartlett	IL	https://www.bartlett.il.gov/home/showpublisheddocument/4728/636210307952100000
Burr Ridge	IL	https://www.burr-ridge.gov/wp-content/uploads/sp-client-document-manager/3/2019-03-01-zoning-ordinance.pdf
City of Chicago	IL	https://www.chicago.gov/city/en/depts/dcd/supp_info/urban_agriculturefaq.html
Clarendon Hills	IL	https://codelibrary.amlegal.com/codes/clarendonhillsil/latest/clarendonhills_il/0-0-0-1386
Darien	IL	https://darien.il.us/city-services/community-development/bee-keeping-permit/bee-keeping-permit.aspx
Elmhurst	IL	https://www.elmhurst.org/DocumentCenter/View/15636/Beekeeper-Application-and-instruction-Packet#:~:text=To%20promote%20Elmhurst's%20green%20and,prohibited%20without%20a%20valid%20license.
Glen Ellyn	IL	No Regulations Prohibiting
Lake County	IL	https://www.lakecountyil.gov/DocumentCenter/View/2685/Beekeeping-Brochure-PDF
Lisle	IL	https://codelibrary.amlegal.com/codes/lisleil/latest/lisle_il/0-0-0-22755
Lombard	IL	No Regulations Prohibiting
Naperville	IL	https://library.municode.com/il/naperville/codes/code_of_ordinances?nodeId=TIT10PORE_CH4ANCO_10-4-7BEKE
Skokie	IL	https://www.skokie.org/160/Honeybee-Keeping#:~:text=Honeybees%20must%20be%20kept%20in,the%20beehive%20on%20all%20sides.
Villa Park	IL	https://www.invillapark.com/1048/Apiary-Registration#:~:text=Apiaries%20are%20allowed%20only%20in%20the%20rear%20yard.&text=Apiaries%20must%20be%20set%20back,principal%20structure%20on%20the%20lot.&text=A%20maximum%20of%20two%20(2,in%20all%20other%20zoning%20districts.
Wayne	IL	No Regulations Prohibiting
Westmont	IL	https://library.municode.com/il/westmont/codes/code_of_ordinances?nodeId=COOR_CH14AN_ARTIINGE_S14-15BESUFORERE
Wheaton	IL	No Regulations Prohibiting
Wood Dale	IL	No Regulations Prohibiting