



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

COMMITTEE MEETINGS

WEDNESDAY, JUNE 15, 2022 AT 6:30 PM
VILLAGE HALL COUNCIL ROOM

AGENDA

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

- I. Building, Zoning & Ordinance Committee – Jaramillo, Vlach, Wright**
 - a. Call to Order
 - b. Roll Call
 - c. Building, Zoning & Ordinance Committee Meeting Minutes of May 11, 2022
 - d. Building, Zoning & Ordinance Committee Meeting Minutes of May 25, 2022
 - e. Proposed building permit fees
 - f. R-20-22 Resolution Amending Fee Schedule for building permit fees
 - g. R-19-22 Resolution amending fee schedule to add double fee for failure to obtain a tree permit
 - h. Meeting Start Times
 - i. Adjourn
- II. Streets & Highways Committee – Stanek, D'Alessandro, Vlach**
 - a. Call to Order
 - b. Roll Call
 - c. Streets & Highways Committee Meeting Minutes of May 11, 2022
 - d. Gage/Summerhaven Drive Proposal
 - e. Prairie View Drainage
 - f. Adjourn
- III. Parks & Lakefront Committee – D'Alessandro, Stanek, Wright**
 - a. Call to Order
 - b. Roll Call
 - c. Parks & Lakefront Committee Meeting Minutes of May 11, 2022
 - d. Joint Finance & Personnel and Parks & Lakefront Committee Meeting Minutes of June 1, 2022
 - e. Edgewater Park Use Application for Fire Department's Chicken Roast July 14-17, 2022
 - f. Edgewater Park Use Application for Lion's Club Corn and Brat Fest August 12-14, 2022

- g.** Adjourn

IV. 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.** Joint Protective Services and Finance & Personnel Committee Meeting Minutes of May 16, 2022
- f.** Protective Services Committee Meeting Minutes of June 8, 2022
- g.** Williams Bay Fire Department Temporary Class "B" Retailer's License Application for July 14-17, 2022
- h.** Alcohol License Renewals
- i.** Monthly Numbers
- j.** Chief's Report
- k.** Taser Presentation
- l.** Adjourn

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

- a.** Call to Order
- b.** Roll Call
- c.** Finance & Personnel Committee Meeting Minutes of May 11, 2022
- d.** Finance & Personnel Committee Meeting Minutes of May 12, 2022
- e.** Joint Protective Services and Finance & Personnel Committee Meeting Minutes of May 16, 2022
- f.** Joint Finance & Personnel and Parks & Lakefront Committee Meeting Minutes of June 1, 2022
- g.** Contract for online tax collection
- h.** Adding Short Term Rental monitoring to Municipal Code Enforcement contract
- i.** 2023 Budget timeline - Informational only
- j.** Adjourn

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

- a.** Call to Order
- b.** Roll Call
- c.** Water & Sewer Committee Meeting Minutes of May 11, 2022
- d.** Resolution R-17-22 - A Resolution to approve the submission of the Annual Compliance Maintenance Report
- e.** Sewer Televising Results
- f.** Water Meters-Allowing Second Meter
- 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.



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UNOFFICIAL MINUTES BUILDING, ZONING AND ORDINANCE COMMITTEE WEDNESDAY, MAY 11, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

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

Roll Call

Trustees Jaramillo and Wright

Excused: Trustee Vlach

Also Present: President Duncan, Trustee Jaramillo, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards, Recreation Director Rowland, Library Director Schnupp, Library Director, and Library Board President Mosshamer and Pete Soltesz; Bee All About It.

Meeting Minutes

Wright/Jaramillo motion to approve the meeting minutes of April 13, 2022. Unanimously carried.

Proposed Ordinance 2022-08 concerning Impact Fees

The Committee reviewed the proposed ordinance regarding water impact fees. Based on the Needs Assessment Study done by Baxter Woodman, the new proposed fee will be \$3,147.50. Wright/Jaramillo motion to recommend Village Board approval of Ordinance 2022-08 after the Public Hearing on May 16, 2022. Unanimously carried.

Tourist Rooming Houses

Wright discussed Ordinance 2022-03 that would allow Tourist Rooming Houses only in Village Center District (VC), the Small Business District (SB), and the Lakeshore Business District and removing the limit of tourist rooming houses allowed in the Village. Wright said that the Plan Commission had multiple questions about the proposed Ordinance and tabled it. Wright/Jaramillo motion to recommend limiting the allowable amount of Tourist Rooming Houses to 15 and have the Ordinance go back to the Plan Commission for approval. Unanimously carried.

Discussion on amending the Zoning Ordinance to allow apiaries in the Parks & Institutional District

Soltesz was present to discuss plans to establish an Apiary at Yerkes Future Foundation. Currently Village Ordinance does not allow for apiaries; therefore, they have applied for a text amendment to allow apiaries in the Parks & Industrial District.

Adjourn

Wright/Jaramillo motion to adjourn at 8:14pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the BZO Committee



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UNOFFICIAL MINUTES BUILDING, ZONING & ORDINANCE COMMITTEE 05/25/22 MEETING

WEDNESDAY, MAY 25, 2022 AT 4:00 PM
VILLAGE HALL COUNCIL ROOM

I. Call to Order

Trustee Jaramillo called the meeting to order at 4:00pm.

II. Roll Call

Present: Trustees Lowell Wright, George Vlach, Adam Jaramillo

Also Present: Administrator Tobin, Clerk Pankau-Daniels, Treasurer Peternell and Code Enforcer Schwarck

III. Short-Term Rentals- Municipal Code Enforcement

Administrator Tobin explained that her and Treasurer Peternell have spoken with Code Enforcer Schwarck about having her help with management and inspection of the Short Term Rental properties, or properties who are acting as Short Term Rental properties who have not registered as one. Treasurer Peternell stated that she points people to the Host Compliance website for registration and complaints, but Schwarck would be able to get out into the field and enforce the Code in-person. Peternell stated that adding this to Schwarck's contract would be within the Village's budget, as Schwarck is paid on an hourly basis and this would be an added responsibility to her contract. It was the consensus of the committee that this contract change should go to the Finance and Personnel Committee.

IV. No Mow May

Trustee Jaramillo stated that a resident brought this up at a Village Board meeting and asked for the BZO Committee to discuss it. He stated that he personally feels that the Village should not necessarily encourage people to not mow their lawn in May since the last mow would be difficult and deer carry ticks which would increase. He stated that he could be in favor of it, but would want to make it clear what the effects would be.

Trustee Vlach stated that he is not in favor of it because we have plenty of natural spaces in Williams Bay and we should follow our ordinances.

Trustee Wright stated that he is indifferent but he would anticipate a lot of complaints by neighbors if there was no mowing.

It was the consensus of the Committee to take no action on this item.

V. Parking Meters

Trustee Jaramillo stated that Trustee D'Alessandro argued that this should start at the Streets and Highways Committee first. Trustee Vlach stated that he thought it should start at Protective Services since there would be enforcement of parking. He stated that in the past there was a study done about adding meters and it would cost around \$1,000,000.00 to implement it and that it would take years to profit from it. It was the consensus of the Committee that the BZO Committee is not the proper Committee to talk about this topic at this point.

VI. Ordinance #2022-09 regarding placement of political signs

Trustee Wright stated that this Ordinance would make it more clear that political signs are not allowed to be placed on public property.

The motion to move this to the Plan Commission for discussion and recommend approval of Ordinance #2022-09 regarding placement of political signs was initiated by George Vlach and seconded by Lowell Wright. Unanimously carried.

VII. Adjourn

The motion to adjourn was initiated by Lowell Wright and seconded by George Vlach at 4:25pm. Unanimously carried.

/s/ Jackie Pankau-Daniels, Village Clerk

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

<u>BUILDING CONSTRUCTION</u>		
Fee Type	Current Fee	SafeBuilt Proposed Fee (6/13/22)
RESIDENTIAL BUILDING (1 and 2 FAMILY)		
	Minimum \$50	Minimum \$70
1. New Construction	\$0.28 per square foot	\$0.34 per square foot
2. Additions	\$0.28 per square foot	\$0.34 per square foot
3. Remodels, repairs, alterations	\$75 per inspection, Number of inspections determined by scope of work	\$8 per \$1000 of valuation
4. Accessory Structures	\$0.22 per square foot	\$0.27 per square foot
5. Decks	\$100	\$120
6. Pools, above ground	\$100	no change
7. Pools, in ground	\$125	\$150
8. Siding	\$60	\$72
9. Re-roof	\$60	\$72
10. Re-inspection	\$75 per inspection	no change
11. Early start permit	\$150.00	\$180
12. Occupancy Permit	\$75 per unit, addition, or accessory building	\$85
13. Temporary Occupancy Permit	\$80 per unit	\$96
14. WI UDC Decal	Per State Requirements (currently \$36)	\$43
15. Raze/Demolition	\$100 plus \$0.06 per square foot (may be waived if condemned)	\$120 plus \$0.07 per square foot
16. Moving of buildings	\$175 plus \$0.06 per square foot	\$190 plus \$0.07 per square foot
17. Permit to begin construction of footings and foundations	\$160	\$192
18. All other buildings where square footage cannot be determined	\$9 per \$1,000 valuation	\$11 per \$1000 of valuation
COMMERCIAL BUILDINGS – ALL NON-RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL		
1, New Construction	New Residential: \$0.28 per square foot	\$0.34
	New Business: \$0.26 per square foot	\$.31 per square foot
	New Manufacturing/industrial: \$0.21 per square foot	no change
2. New Construction, Agricultural	\$0.22 per square foot	\$0.28
3. Additions	\$0.26 per square foot	\$0.31
	\$75 per inspection – number of inspections determined by scope of work	\$8 per \$1000 of valuation
4. Remodel (Levels 1 and 2) Up to \$10,000 cost)		
5. Remodel (Level 3)	New Construction Rates	\$0.34
6. Re-roof	\$100	\$120
7. Re-inspection	\$75 per inspection	no change
8. Early start permit	\$210	\$252

9. Occupancy Permit	Commercial: \$160 per unit	\$190
	Industrial, Institutional: \$150 per unit	\$180
10. Temporary Occupancy Permit	\$160 per unit	\$192
11. Raze/Demolition	\$100 plus \$0.06 per square foot	\$100 plus \$0.07 per square foot
12. Moving	\$175 plus \$0.06 per square foot	\$175 plus \$0.07 per square foot
13. All other buildings where square footage cannot be determined	\$9.00 per \$1,000 valuation	\$11 per \$1000 of valuation
14. Commercial and Industrial exhaust hoods and systems	\$110	\$132
15. Fuel Tanks	Installation: \$8.00 per 1,000 gallons	no change
	Removal, repairs, alterations: \$100 per tank	no change
LAND DISTURBANCE AND EROSION CONTROL		
1. 1 and 2 Family Residences	\$130	\$156
2. Multi-family Residences	\$160 for 1 st 15,000 sq ft, \$15/1000 square feet up to 1 acre	\$192 for 1 st 15,000 sq ft, \$15/1000 square feet up to 1 acre
3. Commercial, Industrial	\$160 for 1 st 15,000 sq ft, \$15/1000 square feet up to 1 acre	\$192 for 1 st 15,000 sq ft, \$15/1000 square feet up to 1 acre
4. Accessory Buildings	\$100	\$120
5. Decks, patios, retaining walls, pools	\$100	\$120
6. Additions	\$100	\$120
PLAN REVIEW FEES		
1. 1 and 2 Family Residence	\$200	\$240
2. 1 and 2 Family Addition	\$85	\$102
3. 1 and 2 Family Alteration	\$65	\$78
4. Multi-Family Residence	\$225 plus \$35 per unit	\$270 plus \$43 per unit
5. Commercial/Industrial New, Alteration or Addition	\$250	any state review is per SBD 118
6. Accessory Building over 120 square feet	\$75	\$90
7. Decks	\$55	\$67
8. Swimming pools	\$100	\$120
9. Mechanical Plans	\$70 each page	\$84
10. Revisions	\$70 each page	\$84
ELECTRICAL		
1. New Building	\$75 base fee plus \$0.08 per square foot	\$90 base fee plus \$0.10 per square foot
2. Service Upgrades, Rewire, Temp	\$75.00	\$90
3. Generator, Transfer Switch	\$100.00	\$120
4. Remodel, Replacement	Minimum: Residential \$75, Commercial \$100	\$90 base fee plus \$0.10 per square foot
5. Commercial, Level 2 alteration	New Building Rate	\$90 base fee plus \$0.10 per square foot

6. Commercial, Level 3 Alteration	New Building Rate	\$90 base fee plus \$0.10 per square foot
7. Replacement (New fee)		\$90
HVAC		
1, New Building	\$75 base fee, plus \$0.08 per square foot	\$90 base fee plus \$0.10 per square foot
2. Commercial Level 2 Alteration	New Building Rate	\$90 base fee plus \$0.10 per square foot
3. Commercial Level 3 Alteration	New Building Rate	\$90 base fee plus \$0.10 per square foot
4. Replacement (New fee)		\$90
OTHER NOTES		
Special Inspections, complaints, pre-existing permits, others	Hourly Rate, one hour minimum	no change
Failure to obtain permit before starting work	Double fee	no change
Failure to call for final inspection	\$50	\$60
PLUMBING STANDARDS		
Fee Type	Fee	
PLUMBING		
1. New Building	\$75 base fee, plus 0.12 per square foot	\$90 base fee plus \$0.14 per square foot.
2. Sanitary Building Sewer	\$75 1 st 100 feet and \$0.45 per foot thereafter	\$90 1 st 100 feet and \$0.05 per foot thereafter
3. Storm Building Sewer	\$75 1 st 100 feet and \$0.45 per foot thereafter	\$90 1 st 100 feet and \$0.05 per foot thereafter
4. Manholes/Catch Basins	\$75 each	\$90
5. Water Service	\$75 1 st 100 feet and \$0.35 per foot thereafter	no change
6. Fire Sprinkler System	\$55 base fee, plus \$0.08 per square foot thereafter	\$95 1 st 100 feet and \$0.05 per foot thereafter
7. Replacement (New fee)		\$90
Plumbing Permit - Connection to sanitary sewer	\$500 plus Walcomet charges	\$500 plus Walcomet charges



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RESOLUTION R-20-22

A RESOLUTION ADOPTING SCHEDULE OF PERMIT FEES

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

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

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

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

VILLAGE OF WILLIAMS BAY

By:_____

William Duncan, President

Attest:_____

Jackelyn Pankau-Daniels, Clerk

Resolution R-20-22 Exhibit A

BUILDING CONSTRUCTION

Fee Type	Fee
RESIDENTIAL BUILDING (1 and 2 FAMILY)	
	Minimum \$70
1. New Construction	\$0.34 per square foot
2. Additions	\$0.34 per square foot
3. Remodels, repairs, alterations	\$8 per \$1000 of valuation
4. Accessory Structures	\$0.27 per square foot
5. Decks	\$120
6. Pools, above ground	\$100
7. Pools, in ground	\$150
8. Siding	\$72
9. Re-roof	\$72
10. Re-inspection	\$75 per inspection
11. Early start permit	\$180
12. Occupancy Permit	\$85
13. Temporary Occupancy Permit	\$96
14. WI UDC Decal	\$43
15. Raze/Demolition	\$120 plus \$0.07 per square foot
16. Moving of buildings	\$190 plus \$0.07 per square foot
17. Permit to begin construction of footings and foundations	\$192
18. All other buildings where square footage cannot be determined	\$11 per \$1000 of valuation
COMMERCIAL BUILDINGS – ALL NON-RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL	
1, New Construction	\$0.34
	\$.31 per square foot
	New Manufacturing/industrial: \$0.21 per square foot
2. New Construction, Agricultural	\$0.28
3. Additions	\$0.31
4. Remodel (Levels 1 and 2) Up to \$10,000 cost)	\$8 per \$1000 of valuation
5. Remodel (Level 3)	\$0.34
6. Re-roof	\$120
7. Re-inspection	\$75 per inspection
8. Early start permit	\$252
9. Occupancy Permit	\$190
	\$180
10. Temporary Occupancy Permit	\$192
11. Raze/Demolition	\$100 plus \$0.07 per square foot
12. Moving	\$175 plus \$0.07 per square foot

13. All other buildings where square footage cannot be determined	\$11 per \$1000 of valuation
14. Commercial and Industrial exhaust hoods and systems	\$132
15. Fuel Tanks	Installation: \$8.00 per 1,000 gallons Removal, repairs, alterations: \$100 per tank
LAND DISTURBANCE AND EROSION CONTROL	
1. 1 and 2 Family Residences	\$156
2. Multi-family Residences	\$192 for 1 st 15,000 sq ft, \$15/1000 square feet up to 1 acre
3. Commercial, Industrial	\$192 for 1 st 15,000 sq ft, \$15/1000 square feet up to 1 acre
4. Accessory Buildings	\$120
5. Decks, patios, retaining walls, pools	\$120
6. Additions	\$120
PLAN REVIEW FEES	
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2. 1 and 2 Family Addition	\$102
3. 1 and 2 Family Alteration	\$78
4. Multi-Family Residence	\$270 plus \$43 per unit
5. Commercial/Industrial New, Alteration or Addition	any state review is per SBD 118
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3. Generator, Transfer Switch	\$120
4. Remodel, Replacement	\$90 base fee plus \$0.10 per square foot
5. Commercial, Level 2 alteration	\$90 base fee plus \$0.10 per square foot
6. Commercial, Level 3 Alteration	\$90 base fee plus \$0.10 per square foot
7. Replacement (New fee)	\$90
HVAC	

1. New Building	\$90 base fee plus \$0.10 per square foot
2. Commercial Level 2 Alteration	\$90 base fee plus \$0.10 per square foot
3. Commercial Level 3 Alteration	\$90 base fee plus \$0.10 per square foot
4. Replacement (New fee)	\$90
OTHER NOTES	
Special Inspections, complaints, pre-existing permits, others	Hourly Rate, one hour minimum
Failure to obtain permit before starting work	Double fee
Failure to call for final inspection	\$60
<u>PLUMBING STANDARDS</u>	
	Fee Type
PLUMBING	
1. New Building	\$90 base fee plus \$0.14 per square foot.
2. Sanitary Building Sewer	\$90 1 st 100 feet and \$0.05 per foot thereafter
3. Storm Building Sewer	\$90 1 st 100 feet and \$0.05 per foot thereafter
4. Manholes/Catch Basins	\$90
5. Water Service	\$75 1 st 100 feet and \$0.35 per foot thereafter
6. Fire Sprinkler System	\$95 1 st 100 feet and \$0.05 per foot thereafter
7. Replacement	\$90
Plumbing Permit - Connection to sanitary sewer	\$500 plus Walcomet charges



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RESOLUTION R-19-22

A RESOLUTION AMENDING THE FEE SCHEDULE FOR FAILURE TO OBTAIN A TREE PERMITS

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

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

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

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

VILLAGE OF WILLIAMS BAY

By: _____

William Duncan, President

Attest: _____

Jackelyn Pankau-Daniels, Clerk

Resolution R-19-22 Exhibit A

Fees are changed by resolution of the Village Board of the Village of Williams Bay.		

[illegible]

Chapter 110. Village Board

§ 110-5. Village Board bylaws.

- A. Regular meetings. The regular meetings of the Village Board shall be held in the Village Hall on the first and third Mondays of each month at 7:00 p.m. The Board may adjourn any regular meeting to any future date at which new business may be introduced as well as unfinished business completed.
- B. Presiding officer. The President or presiding officer shall preside at all meetings and preserve order, deciding all questions of order, subject to an appeal to the Board.
- C. Calling meetings to order. The President shall take the chair at the hour appointed and immediately call the meeting to order. In the absence of the President, the Clerk or, in the Clerk's absence, any member of the Board may call the meeting to order, and thereupon the Board shall appoint one of its members President Pro Tempore. In the absence of the Clerk, the Board may appoint one of the members present to serve as Clerk during the session. The Chair shall confirm public notice compliance with the Clerk or other Village staff representative.
[Amended 1-15-2018 by Ord. No. 2018-1]
- D. Order of business. The business of the Board shall be transacted in the following order:
[Amended 6-6-2016 by Ord. No. 2016-6]
 - (1) Roll call.
 - (2) Reading the minutes of the preceding meeting and approving same if correct, correcting mistakes if any occur.
 - (3) Consent agenda.
 - (4) Presentation of accounts and petitions.
 - (5) Plan Commission.
 - (6) Public comments. The public may speak on any item that is not included on this agenda as a "Public Hearing or Forum." Anyone who wishes to comment should identify himself or herself and provide his or her local address. Board members may discuss any matter raised by the public. However, the Board will refrain from extensive dialogue and should not take action on matters raised by the public during a public comment period. Referrals to committees or staff members might be made. Members may ask the commenter to clarify his or her remarks. The Board President or the presiding officer will maintain control of the meeting.
 - (7) President's remarks.
 - (8) Ordinances and resolutions.
 - (9) Committee reports.
 - (10) Public comments.
 - (11) Adjournment.

Neighboring Communities Meeting Start Times

- **Village of Fontana:** Village Board & Park Commission are once a month at 5:00pm. Committees meet as needed during the day.
- **City of Lake Geneva:** Common Council meets twice a month at 6:00pm and Committee of the Whole and Plan Commission meeting once a month at 6:00pm.
- **Town of Linn:** Town Board meets once a month at 7:00pm. Committees meet as needed.
- **City of Delavan:** City Council meets once a month at 6:30pm. Committees meet on separate nights monthly at 5:00pm. Plan Commission meets monthly at 5:00pm.
- **Town of Delavan:** Town Board meets once a month at 6:00pm. Committee of the Whole meets monthly at 6:00pm.
- **City of Elkhorn:** Common Council meets twice a month at 5:30pm. Plan Commission meets once a month at 6:00pm.



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UNOFFICIAL MINUTES STREETS AND HIGHWAYS COMMITTEE WEDNESDAY, MAY 11, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Stanek at 7:05pm.

Roll Call

Trustees Stanek and D'Alessandro

Excused: Trustee Vlach

Also Present: President Duncan, Trustee Jaramillo, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards, Recreation Director Rowland, Library Director Schnupp, Library Director, and Library Board President Mosshamer.

Meeting Minutes

D'Alessandro/Stanek motion to approve meeting minutes of April 13, 2022. Unanimously carried.

Walworth County Mutual Aid Agreement

Edwards discussed the Mutual Aid agreement that was created in 1999 and has been auto renewing every year since then. The agreement is designed for Public Works Department's to provide mutual aid neighboring communities in the event of emergencies, natural disaster and manmade catastrophes. Each municipality has provided updated equipment lists. D'Alessandro/Stanek motion to recommend Village Board approval of the Walworth County Mutual Aid Agreement. Unanimously carried.

Adjourn

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

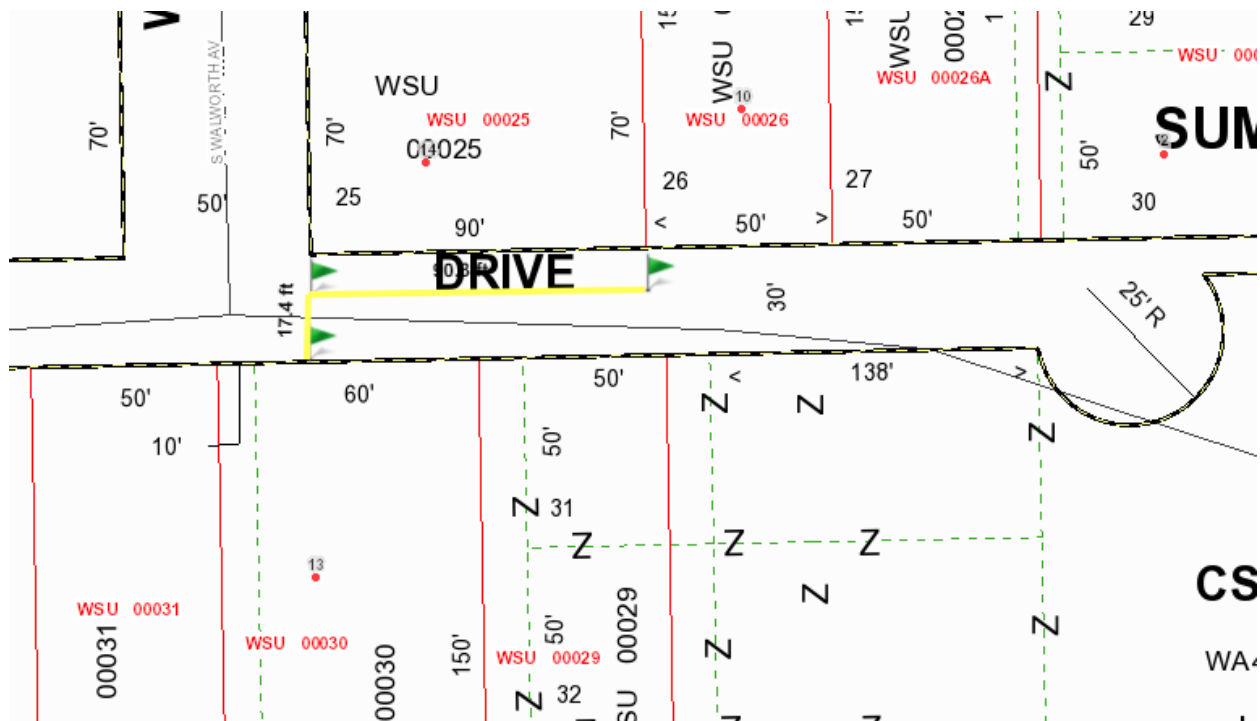
/s/ Lori Peternell, Village Treasurer

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

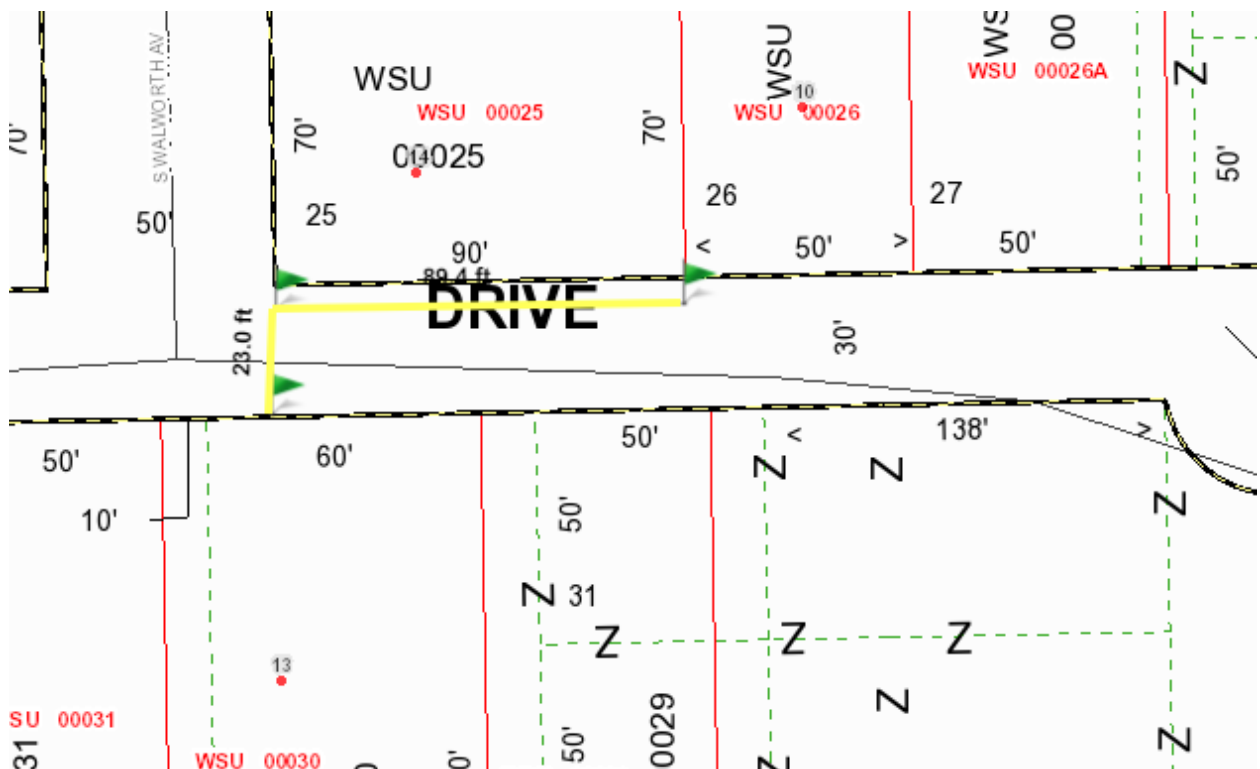
Proposed widening of the access drive to Summer Haven lakefront and Gage Marine to improve pedestrian safety and traffic flow.

It appears that over the years the right-a-way has been over taken by landscaping creating a very narrow traffic lane. This area is shared by Summer Haven members vehicle and pedestrian, and Gage Marine staff and guests. The narrow passage creates a safety issue for both vehicles and pedestrians. Currently Bill Gage owns 14 Liechty Dr and is willing to surrender some of his property and pay to widen the drive. The proposal would widen the current lane from just over 17 feet to approximately 23 feet. The improvement would be done in asphalt with a small curbing in asphalt (see photo att.) to direct water to the center of the lane away from residences. The current concrete curb is cracked and would need to be replaced to follow the new paving. The new paving with integrated gutter would terminate at the western edge of the concrete drive of 14 Liechty and flair to the south.



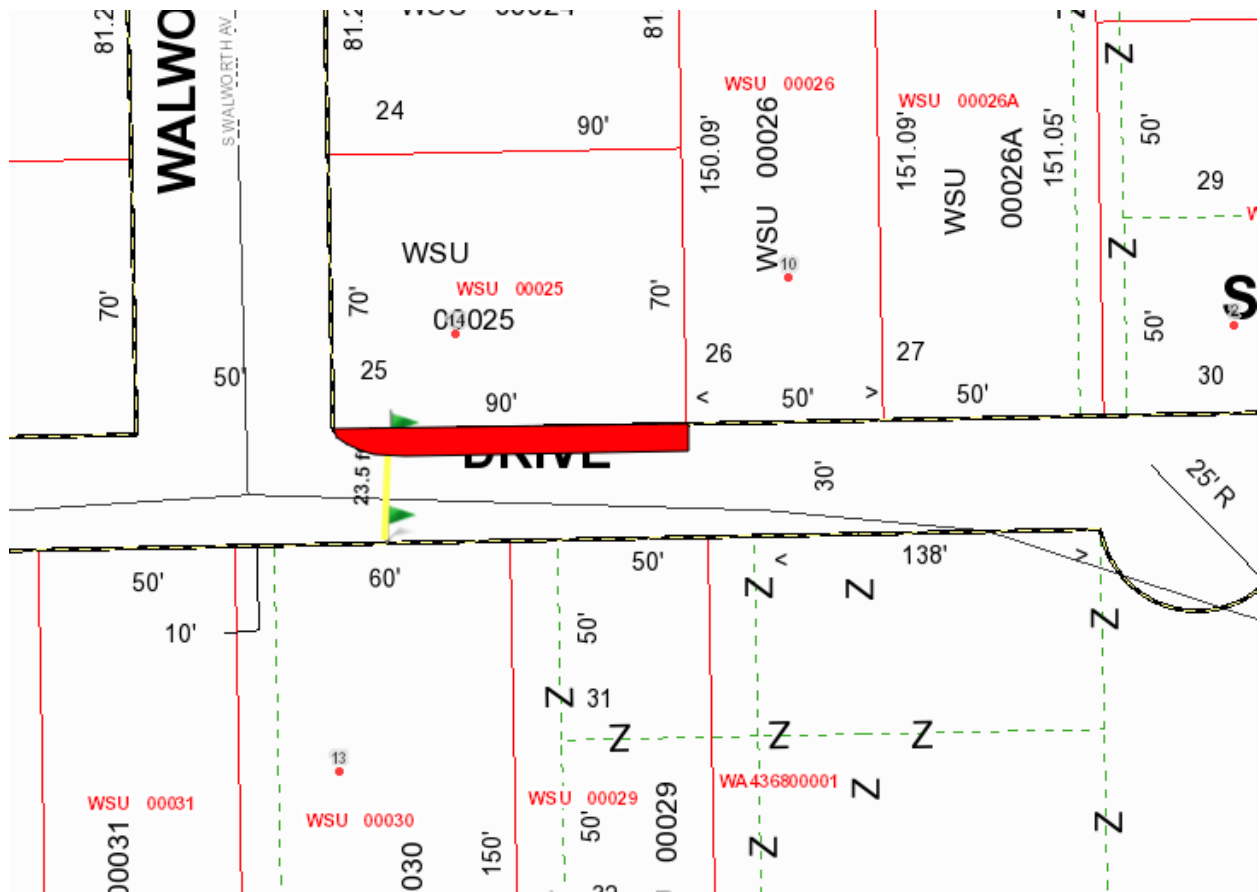


Current Drive is 17.4 feet wide



Proposed expansion of 23.0 feet to allow safer passage of vehicles and pedestrian/Summer Haven member traffic.

Rough draft of the scope of the expansion.



Proposed new curb line done in asphalt





17.4"
25.5"

Memo

To: Village Board of the Village of Williams Bay
From: Attorney Mark Schroeder
Date: August 10, 2020
Re: PRAIRIE VIEW SUBDIVISION SURFACE WATER DRAINAGE ISSUE

I. BACKGROUND

On October 24, 2003, Fairwyn, Ltd. (Developer) and Fairwyn Investment Corp. (Owner) entered into a Development Agreement with the Village of Williams Bay (Village) to develop the Prairie View Subdivision. The Development Agreement has been subsequently amended several times, with the second Amended Development Agreement being dated December 21, 2014 (DA2).

Pursuant to the requirements of DA2, Developer and Owner agreed to and did form a subdivision owner's association, one of the functions of which was to maintain certain specified storm water retention/detention facilities. (See DA2 S. I. E. 7 & 8). The subdivision owner's association is named the Prairie View Homeowner's Association (Association). On December 9, 2014, Developer and Owner created the "Declaration of Covenants, Conditions, Restrictions and Easements" (Declaration) governing the use of the property in the subdivision, which document was recorded December 27, 2014. The Declaration described the role of the Association in the operation of the subdivision. By-Laws of the Association were created to describe the powers and obligations of the Association in reference to the subdivision.

Pursuant to DA2 and the Declaration, the Developer and Owner retained certain obligations regarding operation of the subdivision, including maintenance of certain storm water retention/detention facilities. By operation of a document entitled "Transfer of Declarant's Rights to the Association," effective April 28, 2018 and recorded May 9, 2018, the Association agreed to assume all obligations of Developer and Owner as described in the Declaration.

As described in DA2, Section I E. 1, Developer and Owner agreed to construct and provide "adequate facilities for storm and surface water drainage throughout the entire subdivision... in accordance with the plans and specifications on file in the Office of the Village Clerk." That included providing the proper facilities to transmit surface water to a waterway or a dedicated easement area with adequate capacity to accept such water. (See DA2, Section I. E. 3.)

To fulfill this requirement, several drainage easement areas were reserved throughout the subdivision. These areas are shown on the approved site plan of the subdivision, and it is my assumption that they are also included on the subdivision plat. One of those drainage easement areas is located at the northern most portion of Lots 1 and 2 of the subdivision. As designed, surface water from a portion of the subdivision is to flow into the drainage easement area where it then enters an infiltration basin system. That system facilitates drainage of the surface water into the ground water.

Complaints have been raised, however, by at least one of the owners of Lots 1 and 2 that the surface water entering the drainage easement area has not been draining, resulting in ponding and flood type damage to the lawns of Lots 1 and 2. A subsequent investigation was undertaken by an engineer retained by the Association in 2020. The engineer found that while the water infiltration system had been largely installed, the system was still sealed and the beehive grate which the plans required to be installed at the top of the system, had not been installed. As a result, the engineer made six (6) recommendations to address the drainage problem, which included installing the beehive grate.

In an email of July 28, 2020, the Association represented that in May of 2020 it had provided for the installation of the beehive grate and took care of cleaning out a pipe. Otherwise, it noted that it had not addressed the other recommendations of the engineer. The Association stated that the actions addressed in those recommendations are not the responsibility of the Association because the easement area is not, according to the Association, part of the "Common Area" as described in the declaration. Unfortunately, the surface water apparently still does not drain appropriately in the drainage easement area. The issue to be resolved is who has the responsibility for taking the additional steps necessary to successfully address the water retention issue.

II. VILLAGE RESPONSIBILITY

As noted above, pursuant to Section I. E. 1-6. of DA2, the Owner and Developer agreed to provide adequate facilities for surface water drainage throughout the subdivision. The role of the Village was to review and approve the plans for the surface water drainage facilities and to accept the construction of those facilities when they were completed. However, DA2 did not provide for the Village to acquire ownership of the surface water drainage facilities. According to DA2, Outlot 1 of Block 6 and Outlot 1 of Block 3 and the storm water retention/detention facilities constructed thereon were to be conveyed to the subdivision owner's association and maintained by the Association. In the event the Association failed to maintain the facilities on those two outlots, the Village was to maintain them and charge the cost thereof to each of the subdivision lots per capita as a special charge. However, maintenance of the remaining surface water drainage facilities within the subdivision is not otherwise addressed in DA2.

While the Village is not a party to either the Declaration or the By-Laws, I have reviewed both documents to determine whether they purport to delegate any responsibility for maintenance of surface water drainage areas to the Village. While the Declaration references the authority of the municipality to enter the Common Areas of the subdivision, and correct deficiencies in its maintenance, there is no provision referencing the obligation of the Village to do so.

The surface water drainage issue affecting Lots 1 and 2 of the subdivision is not located on either Outlot 1 of Block 6 or Outlot 1 of Block 3 of the subdivision. As a result, it is my opinion that the Village has no obligation to undertake the additional actions necessary to address the ongoing surface water drainage issues within the drainage easement area located on Lots 1 and 2 of the subdivision.

III. LOT OWNER RESPONSIBILITY

As noted above, the surface water drainage issue is occurring within the drainage easement located on the northern most portion of Lots 1 and 2 of the subdivision. This is land which is owned by the owners of Lots 1 and 2. The Declaration addresses responsibilities for maintenance of the drainage easement areas by the owners of the lots on which they are located. In section 3.10 of the Declaration it states as follows:

"Each owner shall keep all areas of Lots or Units designed or intended for the proper drainage or detention of water... unobstructed and mowed regularly.... no Owner shall alter the rate or direction of flow of water... each owner acknowledges by acceptance of a deed to a Lot or Unit, that any and all such drainage or detention areas are for the benefit of the entire Property." (emphasis supplied).

Based upon the background facts as I understand them, there is no contention that the lot owners did not mow the drainage easement area regularly, nor is there any contention that they placed or created any obstructions within the drainage easement area or otherwise altered the rate or direction of flow of the surface water. Other than the above quotation from Section 3.10 of the Declaration, I am not aware of any provision in any document allocating responsibility for maintenance of surface water drainage areas to individual lot owners. As a result, it is my opinion that the owners of Lots 1 and 2 of the subdivision do not have any individual responsibility for undertaking additional actions necessary to address the surface water issues in the subject drainage easement area.

IV. ASSOCIATION RESPONSIBILITY

As noted above, DA2 only assigns maintenance responsibility to the Association for those surface water drainage facilities located on Outlot 1 of Block 6 and Outlot 1 of Block 3. As a result, reference must be made to the language of the Declaration and the language of the By-Laws to determine what, if any, responsibility the Association has for undertaking the additional steps necessary to address the continued water retention areas of the drainage easement area in question. There appears to be no dispute that the Association is responsible for the maintenance of all surface water drainage areas or detention areas located on what are referred to as the "Common Area" of the subdivision. The issue is what constitutes the Common Area for purposes of determining the responsibility of the Association while maintaining surface water retention/detention facilities located on an area within the subdivision.

In Section 1.4 of the Declaration, it provides that "Common Area" shall mean all real property owned, to be owned and/or maintained by the Association for the common use and enjoyment of the Owners." It then goes on to describe areas that are initially included in the Common Area, as well as what is specifically excluded from the Common Area. However, the total of what the Common Area consists of is defined in the first sentence of that section. Section 5.5 of the Declaration describes the powers and duties of the Association board. It does not specifically describe the Common Area but does provide in subpart (g) that the Board has the power and duty to make improvements to the Common Area and provides for such other facilities and services as may be authorized by the Board. In Section 7.1 (b) it describes a non-exclusive easement for the installation and maintenance of storm water management facilities granted to the owners, the Association, the municipality and public to the Common Area as described on the subdivision plat. It then has an incomplete sentence dealing with storm water management facilities and easements on lots owned by an owner where it states as follows:

"If any such storm water management of public utility facilities or public walkways are not installed or if any easements with respect to any Lots owned by said Owner for the benefit of the Property."

As a result, it is my opinion that while the Declaration would give the Association authority to maintain the storm water drainage easement area in question, it is unclear based on the language in the Declaration itself as to whether the Association has an obligation to maintain the drainage easement area.

As a result, I have looked to the By-Laws, which, pursuant to Section 1.3 of the Declaration, is made a part of the Declaration. It provides in Article I of the By-Laws that the Association is responsible for the general management and supervision of the Property and the ownership of the Common Area thereof. In addition, it provides that it has the responsibility to perform all of the obligations provided in the Declaration.

In Section 4.1 of the By-Laws, it provides that the Board has the duty to "(a) Own, maintain and otherwise manage the Common Area and all Improvements thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain storm water management facilities... (emphasis supplied). It then goes on to state in Subpart (d), that the Board has the duty to "Maintain all storm water management facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the Village."

Based upon my reading of all the provisions of the Declaration and the By-Laws, those documents evidence an intent that the Association maintain all of the storm water management facilities located within the Property. That is most clearly stated in Section 4.1 (d) of the By-Laws. That interpretation is also consistent with the first sentence of the definition of the term "Common Area" as found in Section 1.4 of the Declaration which provides that the Common Area includes all real property to be maintained by the Association for the common use and enjoyment of the owners. As noted in Section 3.10 of the Declaration which addresses the specific maintenance obligation of lot owners which have areas of their lots intended for drainage or detention of water, those areas are for the benefit of the entire subdivision.

V. OPTIONS IF ASSOCIATION DOES NOT ADDRESS WATER RETENTION ISSUE IN DRAINAGE EASEMENT AREA

If the Association fails to undertake the additional actions necessary to address the surface water retention issues in the storm water easement area in question, the Village has several options which it can pursue to address the situation. Pursuant to Section 8.5 of the Declaration, the Village has a right to bring an action in circuit court to enforce the covenants and obligations of the Association as contained in the Declaration. The Village would also have the right to bring an action in court to recover any damages which it sustained based on the failure of the Association to comply with the requirements of the Declaration. Presumably those damages would be in the nature of expenses incurred by the Village in addressing the surface water retention issue.

Alternatively, pursuant to Section 8.14 of the Declaration the Village could send a written notice to the Association describing the deficiencies in maintenance which it believes the Association is required to address in the drainage water easement area. The Association would have sixty (60) days after receipt of that notice to correct such deficiencies. If the Association fails to address those deficiencies, the Village is authorized to enter upon the subject area, correct the deficiencies, and bill the Association for the cost associated therewith. If the Association does not pay the invoice within thirty (30) days of its receipt, the Village is authorized to place a lien against every lot in the subdivision which would have an equal share of the total costs incurred by the Village in correcting the deficiencies.

As a third alternative, pursuant to Wis. Stat. § 66.0627, the Village could undertake the additional actions necessary to address the surface water retention issues in the drainage easement area in question and assess a special charge against all lots which are served by the work of the Village. Presumably this would include all lots which contribute surface water to the drainage easement area.

VILLAGE OF WILLIAMS BAY
Engineer's Report
June 9, 2022

Prairie View Infiltration Basin Near 528 Woodlawn Drive – Project No. 190803.90

- Attached is an Engineer's Report from February 12, 2020, providing the history and detailing the issues at the time. At the time, the roadside ditch on Woodlawn Drive contained standing water (notice the mud stains in the ditch) following nearly every rain event. The storm water was not draining as intended by the original design. Maintenance and repairs were needed on the infiltration basin.
- Later the same year, the former developer and the Prairie View Homeowner's Association performed maintenance and made repairs to the infiltration basin.
- We walked the site on May 4, 2022, following a 1.4-inch rain event on May 3, 2022; there was no water in the roadside ditch along Woodlawn Drive and the basin appeared to be draining. See Figure 1 for a representative photo following a rain event.



Figure 1 – Photo Provided by Owner of 529 Woodlawn Drive

- This infiltration basin may need some maintenance and some structures removed that were placed there by the property owners, but it appears to be functioning as intended by the original design.

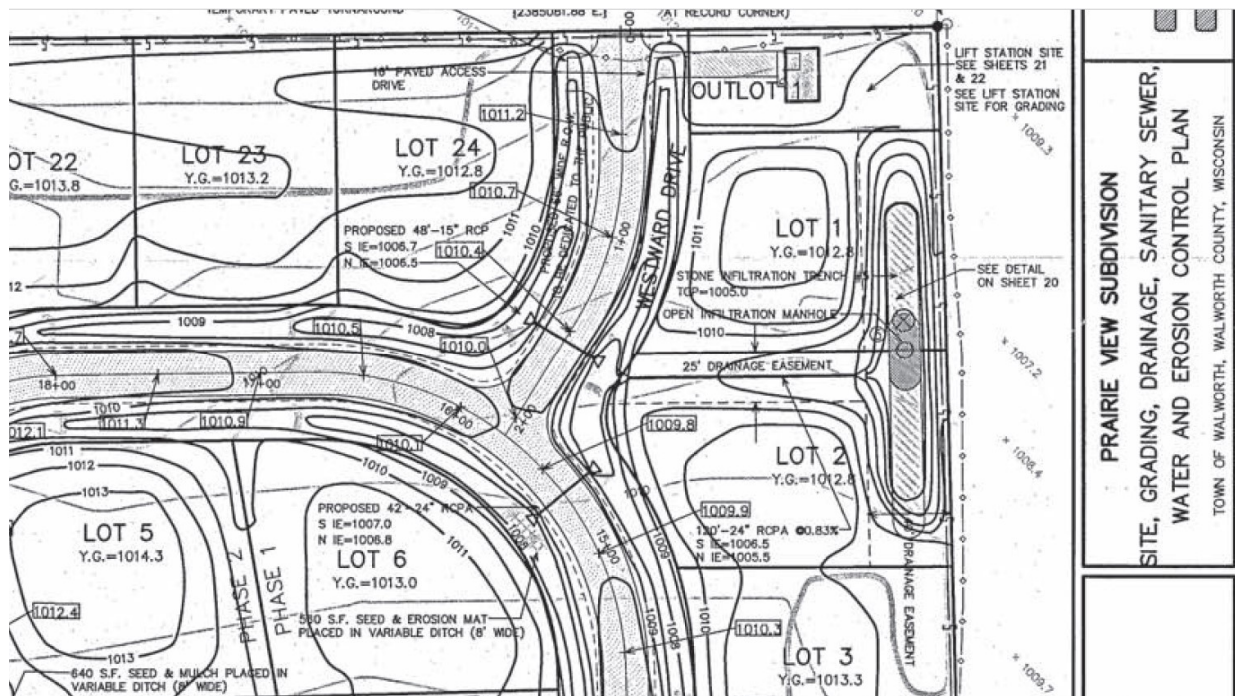
VILLAGE OF WILLIAMS BAY
Engineer's Report
June 9, 2022

- The property owners with this basin on their property (528 Woodlawn Drive – Lot 1 and 530 Westward Drive—Lot 2) are complaining to the Village about standing water in this basin; it appears they want to use this basin as part of their rear yard. We expect that these property owners are unaware how the drainage system is intended to operate.
- If the HOA determines that the current design is no longer suitable, they could propose to abandon the infiltration basin and pump the water entering the basin to the larger wet detention basin in the subdivision. They would need a permit from the Village for any roadway crossings.

VILLAGE OF WILLIAMS BAY
Engineer's Report
Baxter & Woodman, Inc.
February 12, 2020

Prairie View Subdivision Drainage Complaint – Project No. 181194

- Enclosed is the site plan for Prairie View Subdivision; it was obtained from the building inspector's office. Below is an excerpt of this plan in the area of Lots 1 and 2 at the northwest corner of the subdivision. There is an infiltration basin in this location that allows drainage from Woodlawn Drive and Westward Drive to infiltrate into the groundwater. This infiltration basin and the pipes leading to the infiltration basin are on easements dedicated to the Homeowner's Association.



Excerpt of Site Plan in area of Lot 2

- This infiltration basin is no longer operating as intended, due to lack of maintenance. Water is ponding in the roadway swale for extended periods – see the June 6, 2019 photos below. If nothing is done, the grass in the ditch will die, the intersection of Woodlawn Drive and Westward Drive will flood, and the roadway and roadway base will deteriorate at a faster rate than expected.
- Based on the original developer's agreement, stormwater, including the infiltration basins, are the responsibility of the the developer. In April of 2018, the developer transferred this responsibility to the Prairie View Homeowner's Association. See the attached recorded document.

VILLAGE OF WILLIAMS BAY
Engineer's Report
Baxter & Woodman, Inc.
February 12, 2020

- The Homeowner's Association recently hired an engineer to investigate this drainage issue. Supposedly this engineer concluded that the original infiltration basin was never constructed. Ironically, this is the same engineer who created the attached site plan for the subdivision developer.
- We visited the site and concluded that the basin and the pipe connection to the basin do exist. The Public Works Director used a metal locator to verify that the inlet to the infiltration trench is where it is supposed to be, although it needs to be exposed. We also concluded based on historical Google Earth photos that the basin was likely partially filled by the adjacent homeowners during the construction; attached are a series of photos from May of 2005 to July of 2018.



Westward Drive in front yard of Lot 2 showing historic water level.

VILLAGE OF WILLIAMS BAY
Engineer's Report
Baxter & Woodman, Inc.
February 12, 2020



Photo looking toward Westward Drive from entrance to infiltration basin



Entrance to infiltration basin showing vegetation and sediment fill materials

Infiltration Basin

Write a description for your map.

May 30, 2005

April 2, 2013

Legend

Infiltration Basin

Write a description for your map.

Infiltration Basin

Write a description for your map.

June 2, 2015

Infiltration Basin

Write a description for your map.

June 26, 2016



Infiltration Basin

Write a description for your map.

July 6, 2018

TRANSFER OF
DECLARANT'S RIGHTS TO
THE ASSOCIATION



Doc # 966615

Recorded

May 09, 2018 9:52 AM

Document Number

Title of Document

Attached is the Transfer of Declarant's Rights to the Association made between FAIRWYN INVESTMENT COMPANY, LLC, an Illinois limited liability company ("Declarant"), FAIRWYN DEVELOPMENT CORPORATION, a Wisconsin corporation ("Developer"), and PRAIRIE VIEW HOMEOWNERS ASSOCIATION, INC., a Wisconsin corporation ("Association").

DONNA R PRUESS
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Fee Amount: \$30.00
FEE EXEMPT 77.25-(13)
Total Pages: 6

Also attached is the legal description for the Prairie View Subdivision as Exhibit A.

Record this document with the Register of Deeds

Name and Return Address:

Attorney Charles W. Pollard

CLAIR LAW OFFICES, S.C.

P.O. Box 445

Delavan, WI 53115-0445

WPV 00001-WPV 00025; WPV 00027-WPV 00054;
WPV 00056-WPV 00089; WWO 00001-WWO 00008;
WPVC 00001-WPVC 00008

(Parcel Identification Number)

This instrument drafted by:
Attorney Charles W. Pollard
State Bar No. 1087847
CLAIR LAW OFFICES, S.C.
Attorneys for Declarant and Developer
617 East Walworth Avenue
P.O. Box 445
Delavan, WI 53115-0445
Telephone: 262-728-9196
Facsimile: 262-728-1012
Email: cpollard@clairlawoffices.com
www.clairlawoffices.com

EXHIBIT A

LOTS 1 THROUGH 24 AND OUTLOTS 1 AND 2 OF BLOCK 1;

LOTS 1 THROUGH 14 AND OUTLOT 1 OF BLOCK 2:

OUTLOT 1 OF BLOCK 3:

LOTS 1 THROUGH 12 OF BLOCK 4:

LOTS 1 THROUGH 10 OF BLOCK 5:

OUTLOTS 1 AND 2 OF BLOCK 6:

LOTS 1 THROUGH 10 OF BLOCK 7:

LOTS 1 THROUGH 12 OF BLOCK 8

ALL IN PRAIRIE VIEW SUBDIVISION, RECORDED IN CABINET C, ON SLIDE 195, AS DOCUMENT NO. 623223, WALWORTH COUNTY REGISTER OF DEEDS, LOCATED IN THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

ALSO INCLUDING UNITS 1 THROUGH 8 OF WOODLAWN CONDOMINIUM, BEING A DIVISION OF OUTLOT 1 OF BLOCK 8 OF SAID PRAIRIE VIEW SUBDIVISION, SAID CONDOMINIUM RECORDED AS DOCUMENT NO. * ;
***626796**

AND ALSO INCLUDING UNITS 1 THROUGH 8 OF PRAIRIE VIEW CONDOMINIUM, BEING A DIVISION OF OUTLOT 1 OF BLOCK 4 OF SAID PRAIRIE VIEW SUBDIVISION, SAID CONDOMINIUM RECORDED AS DOCUMENT NO. 626794

**TRANSFER OF DECLARANT'S RIGHTS
TO THE ASSOCIATION**

This Transfer of Declarant's Rights to the Association (the "Transfer") is made between FAIRWYN INVESTMENT COMPANY, LLC, an Illinois limited liability company ("Declarant"), FAIRWYN DEVELOPMENT CORPORATION, a Wisconsin corporation ("Developer") and PRAIRIE VIEW HOMEOWNERS ASSOCIATION, INC., a Wisconsin Corporation ("Association") effective this 28th day of April, 2018 ("Turnover Date"), and is as follows:

WHEREAS, Prairie View Subdivision is a subdivision located in Walworth County. Developer recorded the Subdivision Plat Map on November 17, 2004 in the Office of the Register of Deeds for Walworth County, Wisconsin as Document No. 623226.

WHEREAS, Developer and Declarant executed the Declaration of Covenants, Conditions, Restrictions, and Easements dated December 9, 2004 ("Declaration") for purposes of creating the single-family residential development known as Prairie View Subdivision, and subsequently recorded the Declaration in the Office of the Walworth County Register of Deeds on December 27, 2004, as Document No. 626797.

WHEREAS, Developer and Declarant subsequently executed the Declaration of Condominium of Prairie View on December 9, 2004 and recorded the Declaration in the Office of the Walworth County Register of Deeds on December 27, 2004, as Document No. 626793 and executed the Declaration of Woodlawn Condominium on December 9, 2004, and recorded the Declaration in the Office of the Walworth County Register of Deeds on December 27, 2004, as Document No. 626795. (Prairie View Subdivision, Prairie View Condominium and Woodlawn Condominium collectively make up the "Subdivision").

WHEREAS, Declarant and its management entities have acted as the Subdivision's managing entities since its inception,

WHEREAS, Association is a Wisconsin non-profit corporation incorporated on January 2, 2008 and filed with the Wisconsin Department of Financial Institutions on January 9, 2008.

WHEREAS, the Association was formed for the purpose of assuming management of the Subdivision.

WHEREAS, prior to the Turnover Date, periodic dues and assessments for lot owners in the Subdivision were assessed by Declarant and Developer.

WHEREAS, Declarant and Developer desire to transfer their respective rights under the Declaration to the Association in accordance with Article 5.3 of the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Transfer.**

A. Declarant and Developer hereby transfer to the Association all of their rights, duties and obligations, as well as their benefits and entitlements under the Declaration.

B. Declarant and Developer hereby transfer all authority to the Association to act on behalf of the Subdivision and the recorded owners of the Subdivision lots and property.

C. Declarant and Developer shall deliver to the Association all corporate books, minutes, financial records, current accounts, assets and other materials pertaining to the operation and maintenance of the Subdivision.

D. Declarant and Developer hereby transfer any and all remaining interest, if any, in the Common Areas of the Subdivision to the Association, including but not limited to any remaining interest in Outlot 1 of Block 6 and Outlot 1 of Block 3 as described in the Prairie View Subdivision Plat Map recorded as Document No. 623223 and the walkway easements, if any, maintained by the Declarant or Developer.

2. **Intentionally Omitted.**

3. **No Liability to Declarant or Developer.** Declarant and Developer shall in no event be liable for any representations, liabilities, or obligations of the Association arising on or after the date of this Transfer. As a result, Association will protect, defend, and indemnify Declarant and Developer for any suit brought after the date of this Transfer for such matters as described in this paragraph.

4. **Assumption of Obligations Under Declaration.** Association, by execution hereof, does hereby assume and agree to perform all obligations of Declarant and Developer, in accordance with the Declaration, arising from and after the date of this Transfer.

5. **Successors and Assigns.** The transfer of rights contained in this Transfer shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Definitions.** Unless otherwise defined herein, the capitalized words used in this Transfer shall have the same meaning as set forth.

7. **Jurisdiction.** This Transfer shall be construed and enforced under the laws of the State of Wisconsin.

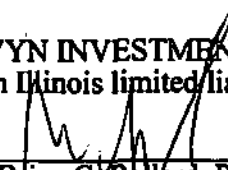
8. **Headings.** The headings of paragraphs and sections contained in this Agreement are for convenience only and do not define, limit, or construe the contents of the paragraphs or sections.

9. Entirety. This Transfer constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties.

IN WITNESS WHEREOF, Declarant, Developer and Association have caused their respective duly authorized officers to execute and deliver this Transfer under seal as of the day and year first above written.

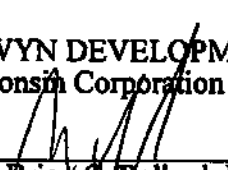
DECLARANT

FAIRWYN INVESTMENT COMPANY,
LLC, an Illinois limited liability company

By: 
Brian C. Pollard, President

DEVELOPER

FAIRWYN DEVELOPMENT CORPORATION,
a Wisconsin Corporation

By: 
Brian C. Pollard, President

ASSOCIATION

PRAIRIE VIEW HOMEOWNERS ASSOCIATION, INC.,
a Wisconsin Corporation

By: 
Authorized Representative

This instrument drafted by:
Attorney Charles W. Pollard
State Bar No. 1087847
CLAIR LAW OFFICES, S.C.
Attorneys for Declarant and Developer
617 East Walworth Avenue
P.O. Box 445
Delavan, WI 53115-0445
Telephone: 262-728-9196
Facsimile: 262-728-1012
E-mail: cpollard@clairlawoffices.com
www.clairlawoffices.com

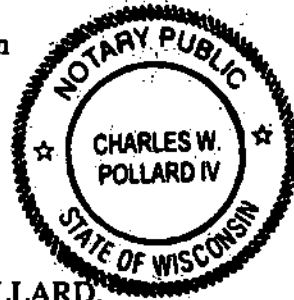
ACKNOWLEDGMENT



STATE OF WISCONSIN)
COUNTY OF WALWORTH) SS.

Personally came before me on May 7, 2018, the above-named BRIAN C. POLLARD, President of Fairwyn Investment Company, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Charles W. Pollard
Notary Public, Walworth County, Wisconsin
My commission is permanent



STATE OF WISCONSIN)
COUNTY OF WALWORTH) SS.

Personally came before me on May 7, 2018, the above-named BRIAN C. POLLARD, President of Fairwyn Development Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

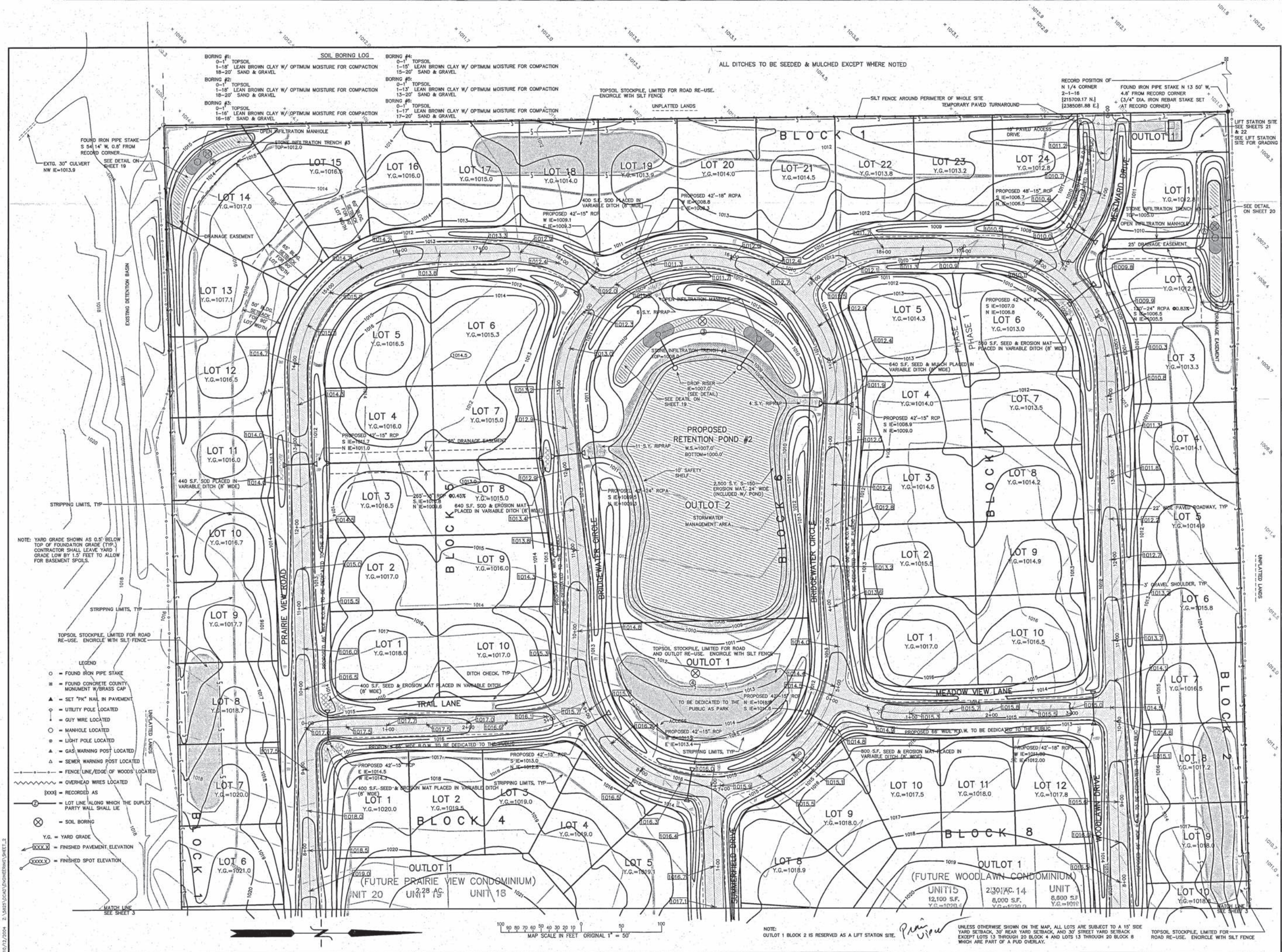
Charles W. Pollard
Notary Public, Walworth County, Wisconsin
My commission is permanent

STATE OF ILLINOIS)
COUNTY OF DuPage) SS.

Personally came before me on May 3, 2018, the above-named Michael Scola Authorized Representative of Prairie View Homeowners Association, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.



Janice M. Giraldi
Janice M. Giraldi (print)
Notary Public, DuPage County, Illinois
My commission expires Nov 28, 2021





VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES PARKS AND LAKEFRONT COMMITTEE WEDNESDAY, MAY 11, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman D'Alessandro at 6:30pm

Roll Call

Present: Trustees D'Alessandro, Stanek and Wright

Also Present: President Duncan, Trustee Jaramillo, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards, Recreation Director Rowland, Library Director Schnupp, Library Director, Library Board President Mosshamer and Parks & Memorial Chairman Watts.

Meeting Minutes

Wright/Stanek motion to approve meeting minutes of April 12, 2022, and May 5, 2022. Unanimously carried.

Placement of Memorial Benches

Watts discussed the Parks & Memorial's recommendation for potential spots for additional memorial benches. The Committee reviewed the maps for the East & West side of the beach that shows where benches could be placed.

Wright/Stanek motion to recommend Village Board approval of the Parks & Memorial Committee's recommendation of locations for additional benches. Unanimously carried.

Library Landscaping Project

Schnupp reviewed the Library landscaping plan proposal from Exceptional Landscape Services in the amount of \$17,500. Schnupp stated that the Friends of the Library is paying for the project. D'Alessandro/Wright motion to recommend Village Board approval of the project and allow the Department of Public Works staff to assist and maintain the new landscaping as needed. Unanimously carried.

Community Garden Improvements

The Committee reviewed the Community Garden improvement proposal from Katie Oglesby LLC in the amount of \$40,725. Discussion was held regarding the different aspects of the project and whether all of the recommendations would be needed and if they could be done in phases. Further discussion was held regarding the rental price of the lots and fundraising efforts. D'Alessandro/Wright motion to recommend Finance & Personnel Committee determine funding options for either the whole project or portions of the project. Unanimously carried.

Fontana Triathlon

Tobin discussed the request from Sally Gerson to allow the Fontana Triathlon to run through the Village on September 17, 2022, and to have a police officer be stationed at the corner of 67 and North Shore Drive. D'Alessandro/Wright motion to recommend Village Board approval contingent upon a letter of agreement to reimburse the police officer wages. Unanimously carried.

Ventures Endurance Proposed Triathlon and Trail Run

Tobin stated that there will be a meeting on May 18th to continue discussions on the proposed Triathlon and Trail Run. No action required.

Adjourn

D'Alessandro/Stanek motion to adjourn at 7:05pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES JOINT FINANCE & PERSONNEL AND PARKS & LAKEFRONT COMMITTEE MEETING MEETING WEDNESDAY, JUNE 1, 2022 AT 10:00 AM VILLAGE HALL COUNCIL ROOM

I. Meeting Items

A. Call to Order

Trustee D'Alessandro called the meeting to order at 10:00am.

B. Roll Call

Present: Trustees Lowell Wright, Robert Umans, Jim D'Alessandro

Also Present: Administrator Tobin, Clerk Pankau-Daniels, DPW Director Edwards and Recreation Department Director Rowland

Excused: Trustee Matt Stanek

C. Community Garden

Trustee D'Alessandro explained that there is a \$40,000.00 proposal in front of the committee to make improvements to the Community Garden and that the Parks and Lakefront Committee is bringing it to the Finance & Personnel Committee to find funding. Trustee Wright stated that there is no budgeted money for this and they would need to find funding some other way. Trustee Umans stated that we need to be careful because, in total, we are running a deficit at the end of the year. He stated that maybe we only do some of the proposed items this year and save some of them for next year, making the expenses over time. Trustee D'Alessandro stated that not only does the garden need work in that area, but the tennis courts do too. He stated that he feels like this should not be put into the budget for next year, but rather it could be put into the borrowing or ARPA money spending. Trustee Umans stated that he feels these should be budgeted items. Trustee Wright stated that he feels these are more like capital expenses since they are a one-time expense rather than a recurring, budgeted expense.

Danielle Hudson (Community Gardener) stated that the gardeners are happy starting small and completing the project in pieces, not all at once. She explained the benefits the Community Garden has to the community of Williams Bay and to the gardeners. She asked the committee to find the funding to help them improve the garden to improve the well-being of the community.

Trustee Wright suggested that as a Finance Committee they should allow up to \$25,000.00 for this year to possibly do the fence and water, or for whatever the gardeners see is most important at this time. Administrator Tobin stated that those funds could come out of the ARPA Funds as that amount has already been approved. Trustee D'Alessandro stated that since we are using public funds for the garden, there needs to be a way for the Village residents to be involved in the garden in some way. He also suggested that the gardeners do some fundraising to help with these costs. Trustee D'Alessandro stated he'd like the \$25,000.00 to come from the sale of the used vehicles since that was unexpected revenue.

The motion to Recommend Village Board Approval of spending \$25,000.00 from the sale of used property for the

Community Garden improvements was initiated by Jim D'Alessandro and seconded by Robert Umans. Unanimously carried.

D. Triathlon

Administrator Tobin stated that Lou from Ventures Endurance was not able to attend today, but that she wanted to show some of the revenues and expenses that the Village had last time there was a triathlon in the Village. She stated that she sent these to Lou so he could see if it would be worth it for them this year. Lou told her that personally he does not feel comfortable doing it this year, but that his corporate office makes the final decision. Trustee Umans stated that it would be nice to know if this will happen next year so that we can include it in the budget.

It was the consensus of the Committee to not take any action on this as there is not anything in front of them at this time.

E. Lakefront Bathroom Remodel Bid Results

Administrator Tobin explained that the Village received two bids, one from Glen Fern and one from Scherrer, with the one from Scherrer being much lower. Glen Fern came in at \$69,485.00 and Scherrer came in at \$46,543.00. Tobin explained that after she sent them the results, Scherrer came in and said there was an error in their bid and that it would actually be about \$15,000.00 higher than what they originally bid. Tobin told Scherrer that the Village Board would need to approve the original bid at \$46,543.00 and Scherrer would need to come back to the Board asking for a change order to add the \$15,433.00 that they missed. Administrator Tobin stated that with the additional \$15,433.00, the total being \$61,976.00, would be almost \$12,000.00 over what the Village budgeted, so the extra \$12,000.00 would need to come out of contingency.

Trustee Wright stated that it was in the plans to complete this year and the higher costs were not anticipated at that time. Trustee Wright and Trustee Umans stated that it was a good idea when they budgeted for it, and it is still a good idea even though the costs are higher than anticipated.

Administrator Tobin stated that they could accept the lower bid with anticipation of a change order, or they could re-bid and risk getting even higher bids turned in.

The motion to Recommend Village Board Approval to accept the low bid from Scherrer Construction to remodel the Lakefront Bathrooms in the amount of \$46,543.00 was initiated by Robert Umans and seconded by Jim D'Alessandro. Unanimously carried.

F. Adjournment

The motion to adjourn was initiated by Jim D'Alessandro and seconded by Robert Umans at 10:44am. Unanimously carried.

/s/ Jackie Pankau-Daniels, Village Clerk

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



EDGEWATER PARK USE AND POLICY CONTRACT

The Village of Williams Bay will allow use of the park, shelter building, some park equipment, electricity, water and sewer, natural gas and waiver of alcoholic beverage license fees.

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

1) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four (4) weeks prior to the event.

2) Organizations requesting the park must be non-profit, civic-minded Williams Bay based groups or have a constituency composed primarily of Williams Bay residents. Organization must also possess liability and worker's compensation insurance as required by the Village Board for your particular event.

3) A Five Hundred Dollar (\$500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.

4) Organization using the Park agrees to repair or replace any items broken, stolen or lost, such as mops, brooms or cleaning equipment; lights or bathroom fixtures, lawn turf, etc., during the time the Park is used.

5) Organization using the Park must keep the park clean and orderly during your event, including allowing others to freely access the park and the bathrooms. Also, agrees to pick up litter as it accumulates and clean rest rooms during the time of your event. All clean up must be performed by 10:00 AM of the day following the event unless specifically changed by the Village Administrator.

7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.

8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.

- a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.01 shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.
- b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.
- c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.
- d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.
- e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.
- f) A list of those serving alcoholic beverages at this event must accompany this contract.



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

9) All group members must be informed and agree to abide by these rules prior to the occurrence of the event.

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an additional insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: DAVID BURROUGHS Organization: WBFD

Address: 140 POTAWATOMI RD WMS BAY 53191

Phone: [REDACTED] Email: [REDACTED]

Title of Event: CHICKEN ROAST

Date(s) requested: JULY 14-17-2022 Is event open to public? (circle one) YES NO

Summary of Event including the approximate number of attendees:

56TH ANNUAL CHICKEN ROAST WITH 1200-1500
PEOPLE ATTENDING

Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____

Phone: _____ Email: _____



STATEMENT CONCERNING LIABILITY AND WORKER'S COMPENSATION INSURANCE FOR USE OF EDGEWATER PARK

We hereby acknowledge and confirm that the undersigned non-profit group or organization, together with all of its members, are not acting or serving in the service of the Village of Williams Bay in any respect in connection with the use we are about to make of or event we are about to hold in Edgewater Park. Our organization, including all members thereof, is not acting under any contract of hire, express or implied with the Village of Williams Bay nor is our organization, or any members thereof serving the Village of Williams Bay as an independent contractor. Our organization, including all members thereof, will not employ any other persons or firms in connection with the use we are about to make of or event we are about to hold in Edgewater Park as our use or event will be run using our membership or immediate family members of our membership only. This statement is made to clarify and confirm that our organization, including all members thereof, is not subject to Worker's Compensation coverage of the Village of Williams Bay.

We further acknowledge and confirm that the undersigned non-profit group or organization has liability insurance coverage of at least \$1,000,000 (one million dollars) and liquor liability insurance coverage (if applicable) in the same amount of coverage provided to it by its parent organization as set forth below that does provide liability insurance coverage to our local group or organization for the use or event about to take place under our exclusive control in Edgewater Park. We acknowledge that we are responsible, and all of our members and our member's immediate family who may also be participating in our event, for the safe and careful conduct of our event. As an express condition of our event therein under our exclusive use and control we do hereby agree to indemnify the Village of Williams Bay and all of its officials, agents and employees against all liability or loss that the Village of Williams Bay may sustain as a result of claims, demands, costs or judgments arising from the use or event we are about to hold in Edgewater Park.

DATED this _____ day of _____, 20____

Group or organization _____

Insured by village

Our liability insurance provided by: _____

(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: _____

President or other authorized signatory

VILLAGE USE ONLY

Date application received: 6/1/2022 Received by: Jackie

All documentation attached? yes no

Date and time of pre-event informational meeting: N/A

Committee approval? yes/no Date: 6/15/2022

Village Board approval? yes/no Date: _____

Comments:



EDGEWATER PARK USE AND POLICY CONTRACT

The Village of Williams Bay will allow use of the park, shelter building, some park equipment, electricity, water and sewer, natural gas and waiver of alcoholic beverage license fees.

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

- 1) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four (4) weeks prior to the event.
- 2) Organizations requesting the park must be non-profit, civic-minded Williams Bay based groups or have a constituency composed primarily of Williams Bay residents. Organization must also possess liability and worker's compensation insurance as required by the Village Board for your particular event.
- 3) A Five Hundred Dollar (\$500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.
- 4) Organization using the Park agrees to repair or replace any items broken, stolen or lost, such as mops, brooms or cleaning equipment; lights or bathroom fixtures, lawn turf, etc., during the time the Park is used.
- 5) Organization using the Park must keep the park clean and orderly during your event, including allowing others to freely access the park and the bathrooms. Also, agrees to pick up litter as it accumulates and clean rest rooms during the time of your event. All clean up must be performed by 10:00 AM of the day following the event unless specifically changed by the Village Administrator.
- 7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.
- 8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.
 - a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.01 shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.
 - b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.
 - c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.
 - d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.

Applicant initials

JIF



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.

f) A list of those serving alcoholic beverages at this event must accompany this contract.

9) All group members must be informed and agree to abide by these rules prior to the occurrence of the event.

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an additional insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: JEFF L. FARNHAM Organization: WILLIAMS BAY LIONS CLUB

Address: 25 OLIVE ST. [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

Date requested: _____ Is event open to public? (circle one) yes / no

FRIDAY AUGUST 12, SATURDAY AUGUST 13, + SUNDAY AUGUST 14, 2022
Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____

Phone: _____ Email: _____

Applicant initials JTF



VILLAGE USE ONLY

Date application received: 5/10/2022 Received by: Cynthia

All documentation attached? yes/no → need Certificate of Insurance

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:

**STATEMENT CONCERNING LIABILITY AND WORKER'S COMPENSATION INSURANCE
FOR USE OF EDGEWATER PARK**

We hereby acknowledge and confirm that the undersigned non-profit group or organization, together with all of its members, are not acting or serving in the service of the Village of Williams Bay in any respect in connection with the use we are about to make of or event we are about to hold in Edgewater Park. Our organization, including all members thereof, is not acting under any contract of hire, express or implied with the Village of Williams Bay nor is our organization, or any members thereof serving the Village of Williams Bay as an independent contractor. Our organization, including all members thereof, will not employ any other persons or firms in connection with the use we are about to make of or event we are about to hold in Edgewater Park as our use or event will be run using our membership or immediate family members of our membership only. This statement is made to clarify and confirm that our organization, including all members thereof, is not subject to Worker's Compensation coverage of the Village of Williams Bay.

We further acknowledge and confirm that the undersigned non-profit group or organization has liability insurance coverage of at least \$1,000,000 (one million dollars) and liquor liability insurance coverage (if applicable) in the same amount of coverage provided to it by its parent organization as set forth below that does provide liability insurance coverage to our local group or organization for the use or event about to take place under our exclusive control in Edgewater Park. We acknowledge that we are responsible, and all of our members and our member's immediate family who may also be participating in our event, for the safe and careful conduct of our event. As an express condition of our event therein under our exclusive use and control we do hereby agree to indemnify the Village of Williams Bay and all of its officials, agents and employees against all liability or loss that the Village of Williams Bay may sustain as a result of claims, demands, costs or judgments arising from the use or event we are about to hold in Edgewater Park.

DATED this 10 day of MAY, 2022

Group or organization WILLIAMS BAY LIONS CLUB CORN+BRAT FEST

Our liability insurance provided by: _____

(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: [Signature]
President or other authorized signatory

Applicant initials 872



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

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

Phone: 262-245-2700

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

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

Phone: 262-245-2700

UNOFFICIAL MINUTES JOINT PROTECTIVE SERVICES AND FINANCE & PERSONNEL COMMITTEE 05/16/22 MEETING MONDAY, MAY 16, 2022 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

I. Meeting Items

A. Call to Order

Wright called the meeting to order at 6:30pm.

B. Roll Call

Present: Lowell Wright, Robert Umans, Jim D'Alessandro, Adam Jaramillo

Also Present: President Duncan, Trustee Stanek, Administrator Tobin, Treasurer Peternell and Police Chief Timm

Excused: George Vlach

- C. 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 in 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 was initiated by Jim D'Alessandro and seconded by Adam Jaramillo at 6:31pm. Unanimously carried.

Lowell Wright, Robert Umans, Jim D'Alessandro, Adam Jaramillo-AYE

1. Police Department

D. Motion to reconvene into open session

The Motion to reconvene into open session was initiated by Adam Jaramillo and seconded by Jim D'Alessandro at 6:59pm. Unanimously carried.

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

The motion to Recommend Village Board Approval of moving forward with the Memorandum of Understanding and the Employment Agreement as presented was initiated by Jim D'Alessandro and seconded by Robert Umans. Wright-Nay, motion carried.

F. Adjourn

The motion to adjourn was initiated by Lowell Wright and seconded by Adam Jaramillo at 7:00pm. Unanimously carried.

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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 06/08/22 MEETING WEDNESDAY, JUNE 8, 2022 AT 4:30 PM VILLAGE HALL COUNCIL ROOM

I. Call to Order

George Vlach called the meeting to order at 4:30pm.

II. Roll Call

Present: George Vlach, Robert Umans, Adam Jaramillo

Also Present: Trustee Wright, Administrator Tobin, Treasurer Peternell, Fire Chief Smith, Paul Nicholson and Police Chief Timm

III. Referendum for EMS

Tobin discussed the personnel costs provided by Fontana for (7) and (6) FT Personnel. Umans questioned why the Intergovernmental Agreement has 4 personnel listed, Tobin stated that was what the Village Board has approved to spend \$300,000 from reserved funds. This amount would cover the remaining of 2022 and 2023 in the event a referendum doesn't pass. Discussion was held regarding referendum language and that we would need to collaborate with Fontana. Further discussion was held regarding marketing efforts to provide information to citizens of both Williams Bay and Fontana.

The motion to Recommend Village Board Approval of proceeding with a Referendum for EMS was initiated by George Vlach and seconded by Robert Umans. Unanimously carried.

IV. Referendum for an additional Police Officer

Discussion was held regarding the study done by Richard Tuma that indicated that with a full roster of (6) officers, there is still a need for an additional 2.5 officers. Discussion was held regarding overtime costs incurred in 2021 and 2022 to date as the result of not being fully staffed. Timm stated that the overtime costs in 2021 exceeded \$60,000 due to (2) officers leaving and an officer who was deployed for 9 months. He also stated that over 200 shifts were covered by him and Lieutenant Kostock, of which overtime wasn't incurred, but it would have been \$30,000 if overtime was paid. Tobin stated that if the Board votes in favor of moving forward with the referendum, the Finance & Personnel Committee will need to determine the final costs that will be included in the referendum.

The motion to Recommend Village Board Approval of a Referendum for an additional Police Officer was initiated by George Vlach and seconded by Robert Umans. Unanimously carried.

V. Adjourn

The motion to adjourn was initiated by George Vlach and seconded by Robert Umans at XX:XXpm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

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

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

FEE \$ 10.00 - waived

Application Date: 6-1-22

☐ Town ☒ Village ☐ City of Williams Bay

County of Walworth

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

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

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

at the premises described below during a special event beginning JULY 14 and ending JULY 17 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club ☐ Church ☐ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization ☐ Fair Association

(a) Name WILLIAMS BAY FIRE DEPT

(b) Address 5 GENEVA ST WILLIAMS BAY
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 1936

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:

President DOUG SMITH

Vice President PAUL NICHOLSON

Secretary DOUG SWANSON

Treasurer JIM WITTE

(g) Name and address of manager or person in charge of affair: _____

DAVID BURROUGHS HO BOTWATER RD.

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

(a) Street number _____

(b) Lot EDWARDEN PARK Block _____

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

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

3. Name of Event

(a) List name of the event CHICKEN ROAST

(b) Dates of event JULY 14-17

DECLARATION

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

Officer [Signature]
(Signature/date)

Officer Douglas Smith 5/31/22
(Signature/date)

Date Filed with Clerk 6/1/2022

Date Granted by Council _____

WILLIAMS BAY FIRE DEPT
(Name of Organization)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Reported to Council or Board 6/15/2022

License No. _____





VILLAGE OF WILLIAMS BAY

OPERATOR'S LICENSE

LICENSE NO: 626

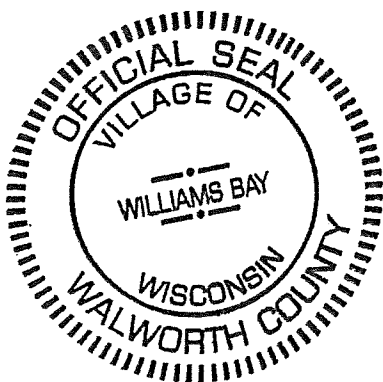
WHEREAS, the local governing body of the Village of Williams Bay, County of Walworth, State of Wisconsin, has upon application duly made, granted and authorized the issuance of an "Operator's License" to:

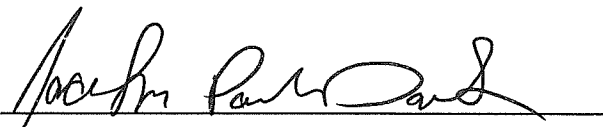
MEGHAN REETZ

AND WHEREAS, the said applicant has paid to the Treasurer the sum of \$40.00 as required by the Municipal Ordinances, and has complied with all requirements necessary for obtaining said license;

NOW THEREFORE, An "Operator's License" pursuant to §125.32 (2) and 125.68 (2) of the Wisconsin State Statutes, and local ordinances, Is hereby issued to said applicant,
FOR THE PERIOD OF July 1, 2022- June 30, 2024.

Given Under My hand and the Great Seal of the Village of Williams Bay, County of Walworth, State of Wisconsin, this 7th day of June, 2022.




Jackelyn Pankau-Daniels, Village Clerk



MEMORANDUM

DATE: JUNE 15, 2022
TO: PROTECTIVE SERVICES COMMITTEE
FROM: JACKIE PANKAU-DANIELS, VILLAGE CLERK
RE: ALCOHOL LICENSE RENEWALS

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

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

1. Aurora University, d/b/a George Williams College, 350 Constance Blvd, Yvette Howard, Agent
2. Big Bay, LLC, d/b/a Harpoon Willies/Café Calamari, 10 E. Geneva St, Josh LaCroix, Agent
3. Green Grocer, Inc, d/b/a Green Grocer, 24 & 26 W. Geneva St, Dawn Marie Mancuso, Agent
4. Lucke Enterprises Inc, d/b/a Lucke's Cantina, 220 Elkhorn Rd, Laine Lucke, Agent
5. Privato, LLC, d/b/a Privato, 2 W. Geneva St, Sara J LaGroix, Agent

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

1. Gage Marine Corporation, d/b/a Pier 290, 1 Liechty Dr, William B. Gage, Agent
2. Bay Cooks LLC, d/b/a Bay Cooks, 99 N. Walworth Ave, Elizabeth Sanchez, Agent

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

1. ARFM Energy, LLC, d/b/a Bayside 66, 156 Elkhorn Rd, Mishelle Kragenbrink, Agent
2. GLM Liquor and Grocery Inc, d/b/a Bell's Store, 659 E. Geneva St, Gurpeet Kaur, Agent
3. Williams Bay Mobil Mart, Inc, d/b/a Williams Bay Mobil Mart, 66 W. Geneva St, Gurdarshan Singh, Agent

CLASS "B" FERMENTED MALT BEVERAGE LICENSE RENEWAL APPLICATIONS:

1. Daddy Maxwell's Inc, d/b/a Daddy Maxwell's, 150 Elkhorn Rd, Joellen Berryhill, Agent

TOBACCO PRODUCTS LICENSE RENEWALS:

1. ARFM Energy, LLC, d/b/a Bayside 66, 156 Elkhorn Rd
2. GLM Liquor and Grocery Inc, d/b/a Bell's Store, 659 E. Geneva St
3. Williams Bay Mobil Mart, Inc, d/b/a Williams Bay Mobil Mart, 66 W. Geneva St



Village of Williams Bay Police Department

PO Box 580
250 Williams Street
Williams Bay, WI 53191



Phone 262.245.2710

Chief Justin P Timm

Fax 262.245.2711

Jackie Pankau-Daniels
Village of Williams Bay City Clerk
Re: 2022-2023 Alcohol Beverage License Renewals

Mrs. Pankau-Daniels,

Effective June 9, 2022, pertinent records of the appropriate local and state agencies have been searched and no information was disclosed that would hinder the issuance of the requested licenses. The attached information is being supplied on an official basis. Only that information which would bear upon these applications is recorded.

Sincerely,

Chief Justin P Timm

Village of Williams Bay Police Department



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES FINANCE AND PERSONNEL COMMITTEE WEDNESDAY, MAY 11, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Wright at 7:16pm

Roll Call

Trustees Wright and D'Alessandro.

Excused: Trustee Umans

Also Present: President Duncan, Trustee Jaramillo, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards, Recreation Director Rowland, Library Director Schnupp, Library Director, and Library Board President Mosshamer.

Meeting Minutes

D'Alessandro/Wright motion to approve meeting minutes of April 13, 2022. Unanimously carried.

Yoga on the Beach Contract

The Committee reviewed the Yoga Lake Geneva LLC contract to provide yoga classes at the beach from 7:00-8:00am on Saturdays and Sundays between Memorial Day and Labor Day weekend. The contract includes a donation of \$1/student/day to the Village and the classes will not interfere with the raking of the beach. D'Alessandro/Wright motion to recommend Village Board approval of the contract. Unanimously carried.

Change in authorized signers for First National Bank & Trust and close accounts at Advia Credit Union

Wright discussed the request from staff to remove Don Parker and closure of accounts at Advia Credit Union so the funds can be invested at a higher interest rate with First National Bank & Trust. D'Alessandro recommended contacting Advia to discuss investment options. D'Alessandro/Wright motion to recommend Village Board approval of removing Don Parker as an authorized signer for First National Bank & Trust and closing accounts at Advia Credit Union. Unanimously carried.

J&M Displays Fireworks contract

Tobin presented the 2022 fireworks contract in the amount of \$25,000. Peternell stated that a total of \$12,000 in donations have been made to date. D'Alessandro asked if the contract amount could be modified to match the amount of donations to date. Tobin stated that the product has been ordered based on the \$25,000 that has been agreed upon the last 2 years. It was the consensus of the Committee to continue fundraising efforts to reach the \$25,000 goal. D'Alessandro/Wright motion to recommend Village Board approval of the J&M Displays contract. Unanimously carried.

Adjourn

D'Alessandro/Wright motion to adjourn at 7:36pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES FINANCE & PERSONNEL COMMITTEE 05/12/22 MEETING THURSDAY, MAY 12, 2022 AT 10:00 AM VILLAGE HALL COUNCIL ROOM

I. Call to Order

Wright called the meeting to order at 10:00am.

II. Roll Call

Present: Robert Umans, Jim D'Alessandro, Lowell Wright

Also Present: President Duncan, Administrator Tobin, Treasurer Peternell, Police Chief Timm and Kevin Mullen; Baird

III. Financial Management Report

Mullen was present to discuss the draft Financial Management Plan based on proposed projects to include in the borrowing for 2023. Topics of discussion included the existing debt structure and the amounts allocated to Village projects funded by tax levy, Water projects and Sewer projects that are funded by utility user rates. Mullen discussed the projects that were included in the plan, which consists of \$2,800,000 of sewer projects, \$6,100,000 of water projects and \$2,600,000 of Village projects. The debt would be structured to match the lifespan of the project and for borrowing to occur every 5 years. Discussion was held regarding input from the Village Engineer to determine what projects the Village would be eligible to submit for other funding sources such as grants. Tobin stated that the next step is to decide what projects to include in the next borrowing. It was suggested to include this on the agenda at the June 6, 2022 Village Board meeting.

IV. 2022 Borrowing Process

Mullen presented a financing timeline that includes all the steps required for borrowing to occur by late July.

V. Adjourn

The motion to adjourn was initiated by Jim D'Alessandro and seconded by Robert Umans at 11:17am. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES JOINT PROTECTIVE SERVICES AND FINANCE & PERSONNEL COMMITTEE 05/16/22 MEETING MONDAY, MAY 16, 2022 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

I. Meeting Items

A. Call to Order

Wright called the meeting to order at 6:30pm.

B. Roll Call

Present: Lowell Wright, Robert Umans, Jim D'Alessandro, Adam Jaramillo

Also Present: President Duncan, Trustee Stanek, Administrator Tobin, Treasurer Peternell and Police Chief Timm

Excused: George Vlach

- C. 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 in 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 was initiated by Jim D'Alessandro and seconded by Adam Jaramillo at 6:31pm. Unanimously carried.

Lowell Wright, Robert Umans, Jim D'Alessandro, Adam Jaramillo-AYE

1. Police Department

D. Motion to reconvene into open session

The Motion to reconvene into open session was initiated by Adam Jaramillo and seconded by Jim D'Alessandro at 6:59pm. Unanimously carried.

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

The motion to Recommend Village Board Approval of moving forward with the Memorandum of Understanding and the Employment Agreement as presented was initiated by Jim D'Alessandro and seconded by Robert Umans. Wright-Nay, motion carried.

F. Adjourn

The motion to adjourn was initiated by Lowell Wright and seconded by Adam Jaramillo at 7:00pm. Unanimously carried.

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



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES JOINT FINANCE & PERSONNEL AND PARKS & LAKEFRONT COMMITTEE MEETING MEETING WEDNESDAY, JUNE 1, 2022 AT 10:00 AM VILLAGE HALL COUNCIL ROOM

I. Meeting Items

A. Call to Order

Trustee D'Alessandro called the meeting to order at 10:00am.

B. Roll Call

Present: Trustees Lowell Wright, Robert Umans, Jim D'Alessandro

Also Present: Administrator Tobin, Clerk Pankau-Daniels, DPW Director Edwards and Recreation Department Director Rowland

Excused: Trustee Matt Stanek

C. Community Garden

Trustee D'Alessandro explained that there is a \$40,000.00 proposal in front of the committee to make improvements to the Community Garden and that the Parks and Lakefront Committee is bringing it to the Finance & Personnel Committee to find funding. Trustee Wright stated that there is no budgeted money for this and they would need to find funding some other way. Trustee Umans stated that we need to be careful because, in total, we are running a deficit at the end of the year. He stated that maybe we only do some of the proposed items this year and save some of them for next year, making the expenses over time. Trustee D'Alessandro stated that not only does the garden need work in that area, but the tennis courts do too. He stated that he feels like this should not be put into the budget for next year, but rather it could be put into the borrowing or ARPA money spending. Trustee Umans stated that he feels these should be budgeted items. Trustee Wright stated that he feels these are more like capital expenses since they are a one-time expense rather than a recurring, budgeted expense.

Danielle Hudson (Community Gardener) stated that the gardeners are happy starting small and completing the project in pieces, not all at once. She explained the benefits the Community Garden has to the community of Williams Bay and to the gardeners. She asked the committee to find the funding to help them improve the garden to improve the well-being of the community.

Trustee Wright suggested that as a Finance Committee they should allow up to \$25,000.00 for this year to possibly do the fence and water, or for whatever the gardeners see is most important at this time. Administrator Tobin stated that those funds could come out of the ARPA Funds as that amount has already been approved. Trustee D'Alessandro stated that since we are using public funds for the garden, there needs to be a way for the Village residents to be involved in the garden in some way. He also suggested that the gardeners do some fundraising to help with these costs. Trustee D'Alessandro stated he'd like the \$25,000.00 to come from the sale of the used vehicles since that was unexpected revenue.

The motion to Recommend Village Board Approval of spending \$25,000.00 from the sale of used property for the

Community Garden improvements was initiated by Jim D'Alessandro and seconded by Robert Umans. Unanimously carried.

D. Triathlon

Administrator Tobin stated that Lou from Ventures Endurance was not able to attend today, but that she wanted to show some of the revenues and expenses that the Village had last time there was a triathlon in the Village. She stated that she sent these to Lou so he could see if it would be worth it for them this year. Lou told her that personally he does not feel comfortable doing it this year, but that his corporate office makes the final decision. Trustee Umans stated that it would be nice to know if this will happen next year so that we can include it in the budget.

It was the consensus of the Committee to not take any action on this as there is not anything in front of them at this time.

E. Lakefront Bathroom Remodel Bid Results

Administrator Tobin explained that the Village received two bids, one from Glen Fern and one from Scherrer, with the one from Scherrer being much lower. Glen Fern came in at \$69,485.00 and Scherrer came in at \$46,543.00. Tobin explained that after she sent them the results, Scherrer came in and said there was an error in their bid and that it would actually be about \$15,000.00 higher than what they originally bid. Tobin told Scherrer that the Village Board would need to approve the original bid at \$46,543.00 and Scherrer would need to come back to the Board asking for a change order to add the \$15,433.00 that they missed. Administrator Tobin stated that with the additional \$15,433.00, the total being \$61,976.00, would be almost \$12,000.00 over what the Village budgeted, so the extra \$12,000.00 would need to come out of contingency.

Trustee Wright stated that it was in the plans to complete this year and the higher costs were not anticipated at that time. Trustee Wright and Trustee Umans stated that it was a good idea when they budgeted for it, and it is still a good idea even though the costs are higher than anticipated.

Administrator Tobin stated that they could accept the lower bid with anticipation of a change order, or they could re-bid and risk getting even higher bids turned in.

The motion to Recommend Village Board Approval to accept the low bid from Scherrer Construction to remodel the Lakefront Bathrooms in the amount of \$46,543.00 was initiated by Robert Umans and seconded by Jim D'Alessandro. Unanimously carried.

F. Adjournment

The motion to adjourn was initiated by Jim D'Alessandro and seconded by Robert Umans at 10:44am. Unanimously carried.

/s/ Jackie Pankau-Daniels, Village Clerk

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Transcendent Technologies is pleased to announce the ability for municipalities to offer online payment processing to taxpayers in their municipality. The online payment processing of property taxes would be available during the 1st installment collection period. The system will only accept payments for current year taxes and would not accept overpayments.

Process to Implement

- The Municipality would contract with MSB to be their online payment provider.
- TTech will coordinate with MSB and with the County to enable the integration thru the Ascent Land Records System. The integration will allow taxpayers to make a payment thru the web portal during the 1st installment collection period.
- TTech will provide the municipality a URL to create a link to Ascent Land Records for taxpayer payment access. The creation of the link from the municipal webpage is typically done by the municipality. However, the municipality could contract with Transcendent Technologies to work with their website provider if required.

Pricing

A TTech online payment integration charge of \$450 (annually) will be added to the annual municipal billing. MSB has agreed to reimburse the municipality for this fee and the municipality would work directly with MSB to obtain reimbursement.

Example of link to payment portal

Tax History						
<i>* Click on a Tax Year for detailed payment information.</i>						
Tax Year*	Total Due	Paid to Date	Current Due	Interest	Penalty	Total Payoff
2019	\$2,048.88	\$0.00	\$2,048.88	\$0.00	\$0.00	\$2,048.88
2018	\$2,104.00	\$2,104.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$2,218.19	\$2,218.19	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$2,335.09	\$2,335.09	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$2,364.92	\$2,364.92	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$2,249.72	\$2,249.72	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$2,313.46	\$2,313.46	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$2,256.64	\$2,256.64	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$2,190.52	\$2,190.52	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$2,230.37	\$2,230.37	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$2,048.88
Interest and penalty on delinquent taxes are calculated to February 29, 2020.						
						Pay Taxes

For more information, please contact Kristy Wurzer (kwurzer@transcendenttech.com) or call 920.750.5898



CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (the “Contract”) is entered into as of June 1, 2022 (“Effective Date”) by and between The Village of Williams Bay, WI (“Client”) and Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau (“MSB”). The Client and MSB are sometimes individually referred to as the Party, or collectively referred to as the Parties.

RECITALS

WHEREAS, the Client desires for MSB to serve as their vendor to provide an online payment acceptance solution, including credit/debit card and E- Check; and,

WHEREAS, MSB is in the business of providing payment processing services and desires to provide an online payment acceptance solution, including credit/debit card and E-Check for the Client.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Parties hereby mutually agree as follows:

AGREEMENT

- I. SCOPE OF SERVICES:** Client hereby appoints MSB to perform the services described in Exhibit A (“Services”), which is attached hereto and incorporated herein by reference.

The Client may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of MSB’s compensation, shall be mutually agreed upon in writing between the Parties.

- II. TERM:** The initial term of this Contract shall be for two (2) years and shall commence on the Effective Date. At the end of the initial term the Contract shall automatically renew for additional two (2) year terms until terminated by either Party in accordance with Section IV of this Contract.

- III. COMPENSATION:** In consideration of the Services contemplated by this Contract, MSB will receive a fee, as described in Exhibit B, attached hereto and incorporated herein, during the term and in accordance with the provisions of this Contract. MSB’s compensation and the fees set forth in Exhibit B are specifically and expressly approved and authorized by the Client. The compensation described in Exhibit B constitutes all of the compensation payable to MSB in connection with the services set forth in this Contract.

- IV. TERMINATION:**

- a. Either Party shall have the right to terminate this Contract, with or without cause and without liability or penalty (except as described below), by giving written

notice to the other Party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In the event that Client does not promptly refund / repay MSB for a chargeback or third-party assessment (after being notified in writing by MSB), or in the event that MSB reasonably believes that Client is experiencing material financial hardship, then MSB may immediately suspend all services.

V. RECORDS AND CONFIDENTIALITY:

- a. Inspection of Records: MSB agrees that at any time during the term of this Contract, or one (1) year thereafter, upon request of the Client, MSB will make full disclosure to the Client and make available for inspection all of its available records associated with work performed under this Contract.
- b. Confidential Business Information: Both Parties and their authorized representative will maintain the confidentiality of, and take all commercially reasonable efforts, to protect proprietary documents, records, trade secrets, and other records or information provided to them by the other Party, or which they otherwise obtain or gain access to. Both Parties will comply with all applicable privacy and data security laws.

VI. GENERAL PROVISIONS:

- A. Independent Contractor: MSB is an independent contractor and is free to perform services for other clients. Personnel performing services under this Agreement shall at all times be under MSB's exclusive direction and control and shall be employees of the Contractor. Contractor shall pay all wages and salaries and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, benefits, unemployment compensation, worker's compensation, and similar matters.
- B. Governing Law: The substantive laws of the State of Wisconsin and not its conflicts of law principles) govern all matters arising out of, or relating to, this Contract and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement.
- C. Cooperation and Compliance: MSB requires cooperation and support from the Client and from the Client's vendor(s) (including its software providers) to provide the Services and to ensure proper functionality; this includes ensuring appropriate data interfaces are established since the Parties acknowledge that MSB cannot perform the Services without the necessary payment related data. The Parties and their vendors will work together in a cooperative, responsive, and supportive manner to help ensure the success of the program.

It is also acknowledged that the Client and any Client vendors in connection with the Services provided may be required to comply with certain laws, rules, or

standards, including those applicable to or imposed by the payment card industry or card networks (e.g. card network rules, PCI-DSS, NACHA and EFTA, and bank card merchant rules and regulations). The Client agrees to fully cooperate with MSB and take reasonable and appropriate steps to help ensure applicable compliance with above referenced rules and requirements. Additionally, the Client agrees to fully assist and cooperate with MSB as needed to ensure that MSB may comply with its obligations under any contracts with its processor or merchant bank or under any other industry laws, rules or standards.

In the event of any changes to laws, regulations, rules, standards, or other material changes impacting compliance, pricing, or operations (including changes imposed upon MSB by its contracted processor, merchant bank or gateways, as well as those required or imposed by the credit card industry, card networks, etc.) that impact this Agreement, the Services or the cost thereof, the Parties will work together in good faith to address, resolve and/or comply with those changes. If the parties cannot agree on any such resolution and continuation of the Services by MSB becomes impossible or impracticable, then MSB may promptly suspend services or terminate this Agreement.

MSB does not review or validate the accuracy or integrity of any of the account information (including the personal information or the amounts due or related account or payment data) that is interfaced or otherwise made available or provided to MSB from either the Client or its software providers. MSB shall not be liable for any incomplete, incorrect or inaccurate account information (or for delays or interruptions in the transmissions or access to said account information).

- D. Agent of the Payee: Client acknowledges that MSB is acting as its agent, processing payments for and on behalf of the Client in the Client's name. MSB shall hold all funds from processed payments in a trust or custodial account in the Client's name, for the exclusive benefit of the Client and to be promptly transmitted and settled to the Client in accordance with Exhibit A; such funds shall not be commingled with MSB's general assets. Payments are considered received by the Client when they are received by MSB, to the full benefit of the consumer / payor (subject to reasonable timelines for updating account balance information). For the avoidance of doubt, nothing in this paragraph shall be construed to prevent MSB from receiving or accessing its compensation pursuant to Exhibit B.
- E. Chargebacks& Third-Party Assessments: Client acknowledges that they are solely liable and responsible for any chargebacks, or any other payments that are in any way reversed or recalled for any reason, along with any other charges or fees associated therewith. Client will also be solely liable and responsible for all amounts imposed or assessed to MSB in connection with this Agreement by third-parties such as, but not limited to, MSB's processor, member/merchant bank, and card network associations to the extent that such amounts are a direct result of Client's non-compliance with Section VI(C) of this Agreement. In the event MSB pays or otherwise covers the cost of the chargeback, fees, fines, or assessments, then Client agrees to promptly repay MSB in full without delay or dispute (this is

true even if Client disagrees with or otherwise disputes the chargeback, since MSB has no discretion or control over chargebacks). Client agrees that MSB may set off any amounts due under this section to MSB from amounts owed to Client.

- F. Indemnification: Each Party shall defend, indemnify and hold the other Party harmless and its officers, directors, employees, and agents from any and all claims, liability, losses, or damages (including reasonable attorneys' fees) arising from or in connection with the indemnifying Party's violation of any applicable federal, state, or local law, statute, ordinance, rule, or regulation.

MSB performs payment processing services as explained herein and assumes no responsibility or liability for the Client's business activities, conduct, operations, or for the accuracy or validity of the account and payment information and data MSB receives from the Client or its software providers.

- G. Limitation of Liability and Disclaimer: Unless otherwise expressly stated in this Agreement, and whether or not the Parties have been advised of the possibility of such loss, neither Party shall be liable to the other Party in Contract, tort (including but not limited to warranty, negligence or strict liability) or otherwise for indirect, special, incidental, or consequential loss or damages, loss of revenue, lost profits, business or goodwill.

MSB's liability related to or arising out of this Agreement shall not exceed an amount equal to the lesser of (i) actual monetary damages incurred by Client or (ii) amounts paid to MSB for services under this Agreement during the 12- month period immediately preceding the date of incident giving rise to the claim or cause of action.

- H. Attorney Fees: The prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.
- I. Notice: All notices, requests, demands, and determinations (individually a "Notice") required under this Contract (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email. Notices shall be provided to the appropriate person at the receiving Party at the address listed below or to such address as a Party may designate by a Notice given in compliance with this section.

To Client: The Village of Williams Bay, WI
 PO Box 580
 Williams Bay, WI 53191
 Attn: Lori Peternell, CMTW
 Phone: 262-245-2700

To MSB: Gila LLC d/b/a Municipal Services Bureau
325 Daniel Zenker Drive, Suite 3
Horseheads, NY 14845
Attention: contracts
Phone: 512-371-9995
Fax: 888-909-4727

- J. Counterparts: This Contract may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned, or electronically signed copies by either Party shall be binding as if they were original signatures.
- K. No Third-Party Beneficiaries: Nothing in this Contract shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Contract shall not confer any right, or remedy upon any person other than the Parties.
- L. Modification or Amendment: Neither this Contract nor any of its Exhibits may be amended or modified except by a written instrument signed by both Parties.
- M. Compliance with All Laws and Regulations: All of the work performed under this Contract by MSB shall comply with all applicable state and federal laws, rules, and regulations.
- N. Ambiguities: Each Party and its legal counsel have reviewed this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Contract.
- O. Entire Contract: This Contract, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

IN WITNESS HEREOF, the Parties hereto have executed this Contract.

VILLAGE OF WILLIAMS BAY, WI

By: _____
[Name and title of signer]

GILA LLC d/b/a MUNICIPAL SERVICES BUREAU

By: _____
Elye Sackmary, President

Exhibit A

SCOPE OF SERVICES

1. Definitions

- 1.1. *Client Account*: The account or accounts established or designated by the Client to receive Payments collected or received by MSB on behalf of the Client pursuant to this Contract.
- 1.2. *Payment or Payments*: The credit card, debit card or e-check payments received or remitted to MSB for the Client's Obligations.

2. Payment Processing Services.

- 2.1. *Payments*: MSB will process Payments made for goods and services available from the Client via its website and other locations. Amounts for Payments will be entered manually by the individual or entity making the Payment. MSB shall have no control over the amount made or entered for Payment or to reconcile any account balance versus the Payment made.
- 2.2. *Payment Processing Methods*: MSB will process Payments made for Obligations through the third-party technologies defined herein.
- 2.3. *Payments Reported*: MSB will report Payments received by MSB, if any, and supply reports through MSB's The Nexus gateway on a schedule agreed to by the Parties. MSB's reporting shall be accomplished electronically in a manner and format agreed to by the Parties.
- 2.4. *Payments Deposited*: Exclusive of MSB's compensation as set forth herein, MSB will electronically deposit Payments, if any, into the Client Account on a schedule reasonably agreed to by the Parties. MSB is not required or expected to deposit Payments into the Client Account until after MSB has received the funds / Payments (i.e. MSB is not required to front any funds or Payments).

3. Payment Processing Technology

3.1. Website

- 3.1.1. MSB will provide a payment website customized as agreed upon by the Parties.
- 3.1.2. MSB will provide mobile device configured payment website customized as agreed upon by the Parties.
- 3.2. Customization Fees: MSB will not assess any fees or costs to the Client for customization of website appearance, website verbiage content, web services or other information transfer protocols, customization of receipt layouts, integration with the Client's software. If

material customization is required after full execution of services herein listed in this Contract, fees for customization, if any, will be mutually agreed by the Parties.

4. Reporting Services: The Client will have access to settlement and other reports related to this Contract via a web portal, refereed herein as The Nexus. Such reports shall include but not be limited to: daily transaction detail, daily batch summary and detail, daily incoming chargeback and retrieval detail, monthly statements, and custom fields to track department specific data. MSB will provide the additional reporting services as agreed upon by the Parties.
5. Access: MSB will provide the Client authorized representatives with a logon and password to access their module and perform the administrative functions available through such module. The Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by MSB. Subject to Section 6 below, MSB shall be entitled to rely on any communications it receives under the Client passwords, logon information, and/or account number as having been sent by the Client, without conducting any further checks as to the identity of the user of such information, and MSB shall have no liability related thereto. However, if MSB reasonably believes any such communication or transaction to be suspicious or a fraudulent activity, it shall notify the Client as set forth in Section 6 below. MSB will not be responsible for the operability or functionality of any of the Client's computer equipment, system, browser or internet connectivity, and shall have no liability related thereto.
6. Notice of Unauthorized Activity: Each Party shall immediately notify the other Party in writing and/or by telephone of any potential theft or fraud or discrepancy in account balances, account activity, account status or unauthorized access to or misuse of confidential information.
7. Logos; Trademarks: The Client grants MSB permission and authorization to use and display the Client's logo and trademarks for use in the services contemplated by this Contract, as agreed upon by the Parties.
8. Merchant Account: The Client will not be required to be the holder of a Merchant Account Agreement. MSB will issue designated MID (Merchant ID) and sub-MID numbers for each and every one of the Client's departments that utilizes MSB's services under this Contract.

Exhibit B - Compensation to MSB – [Fees to be paid by Client to MSB]. The fees below are all-inclusive.

No.	Transaction Type	Cost	Comments
1.	Visa Credit Visa Debit	2.35% 2.35%	Per item fee charged on all settled transactions
2.	MasterCard Credit MasterCard Debit	2.35% 2.35%	Per item fee charged on all settled transactions
3.	American Express	2.35%	Per item fee charged on all settled transactions
4.	Discover	2.35%	Per item fee charged on all settled transactions
5.	E-check*	\$0.50	Per item fee charged on all settled transactions
6.	Chargebacks (credit cards)	\$15.00 each	
7.	NSF Charge (E-Check)	\$15.00 each	
8.	Annual MID Fee	\$99.99	Per Merchant Account

RE: Online property tax payments

Duncan, Ken R <ken.duncan@gilacorp.com>

Tue 5/24/2022 11:35 AM

To: Lori Peternell <treasurer@williamsbay.org>

--- External Email ---

That is correct. The constituent pays the fees

Ken Duncan
Senior Sales Executive
Gila LLC d/b/a MSB
615-238-1582 direct



From: Lori Peternell <treasurer@williamsbay.org>**Sent:** Tuesday, May 24, 2022 10:43 AM**To:** Duncan, Ken R <ken.duncan@gilacorp.com>**Subject:** Re: Online property tax payments

You don't often get email from treasurer@williamsbay.org. [Learn why this is important](#)

--- External Email ---

Ken-

Can you verify who pays the processing fees? I was under the impression that these could be passed on to the customer making the payment instead of the Village paying the fee.

Thank you,
Lori Peternell, CMTW
Village Treasurer
[262-245-2700](tel:262-245-2700)

Population: 2953

Village of Williams Bay | [250 Williams Street](#) | PO Box 580 | Williams Bay | WI | 53191 | US

Elected Officials and Members of Village Committees or Commissions: In order to comply with Open Meeting Requirements, please limit any reply to only the sender of this electronic communication. Written communication, emails and faxes are generally considered open public records.

From: Duncan, Ken R <ken.duncan@gilacorp.com>**Sent:** Thursday, May 19, 2022 5:45 PM**To:** Lori Peternell <treasurer@williamsbay.org>**Subject:** RE: Online property tax payments**--- External Email ---**

Lori,

Attached is a copy of the agreement and some info if needed to review or share

Ken Duncan
Senior Sales Executive
Gila LLC d/b/a MSB
615-238-1582 direct



From: Lori Peternell <treasurer@williamsbay.org>
Sent: Thursday, May 19, 2022 10:59 AM
To: Duncan, Ken R <ken.duncan@gilacorp.com>
Subject: Online property tax payments

You don't often get email from treasurer@williamsbay.org. [Learn why this is important](#)

--- External Email ---

Ken-

We are interested in setting up online tax collection for 2022, could you please send me the information on how to get this implemented?

Thank you,
Lori Peternell, CMTW
Village Treasurer
[262-245-2700](tel:262-245-2700)
Population: 2953

Village of Williams Bay | [250 Williams Street](#) | PO Box 580 | Williams Bay | WI | 53191 | US

Elected Officials and Members of Village Committees or Commissions: In order to comply with Open Meeting Requirements, please limit any reply to only the sender of this electronic communication. Written communication, emails and faxes are generally considered open public records.

This E-Mail has been scanned for viruses.

This E-Mail has been scanned for viruses.

**CONTRACT FOR CODE ENFORCER FOR CODE ENFORCEMENT SERVICES
BETWEEN MUNICIPAL CODE ENFORCEMENT, LLC AND THE VILLAGE OF
WILLIAMS BAY**

THIS AGREEMENT is entered between the Village of Williams Bay, PO Box 580, Williams Bay, Wisconsin, 53191, and Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115.

RECITALS:

WHEREAS, the Village of Williams Bay requires Code Enforcement Services; and

WHEREAS, Municipal Code Enforcement, LLC maintains an agency that regularly enforces and administers municipal codes for various municipalities, said services include but are not limited to, review of the municipal code, completion of code inspections, investigations, written orders for repair, citations, administration of landlord licensing and vacant building program, property complaints and engagements in other code enforcement activities. Municipal Code Enforcement, LLC is prepared to provide Code Enforcement Services, set forth more specifically in this Contract; and

WHEREAS, the Village of Williams Bay and Municipal Code Enforcement, LLC desire to contract with each other, concerning matters related to code enforcement services, to be provided by Municipal Code Enforcement, LLC, to the Village of Williams Bay.

WHEREAS, the Village of Williams Bay has agreed to compensate Municipal Code Enforcement, LLC for performing these services.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both parties, that this Contract is legally binding, the Parties do agree and state as follow:

SCOPE OF SERVICES - Municipal Code Enforcement, LLC agrees to provide the Village of Williams Bay with the following Code Enforcement Services:

Blighted Properties/Property Maintenance – A photo will be taken and sent with a Repair Order to the property owner, and the property owner will be given a deadline to repair the property and/or accessory structure(s). After the compliance deadline has passed, re-inspection of the property will be done, and further actions will be taken.

Unsightly Debris – Go out into neighborhoods, and photograph unsightly debris (tires, mattresses, garbage, abandoned furniture, junk, etc.). A letter will be sent to the property owner, along with a color photo, identifying the problem, and giving the property owner time to remedy it.

Landlord Licensing – Implement a Landlord Licensing Program, where Landlords must register their rental properties, and have their property inspected on a complaint basis or at the request of the property owner.

Vacant Building Program – Implement a Vacant Building Program, where Owners must register their vacant buildings, and have the buildings periodically inspected. This program generates funds to pay for itself.

Weeds/Grass/Trees – When weeds, grass, or trees are in violation of the Village Ordinance, a letter with a photo will be sent to the property owner. If they do not comply within the timeframe given, then we will hire someone, at the discretion of the administrator, to remedy the situation on behalf of the Village, and the costs may be billed to the property owner, according to a fee schedule. Eventually, this can result in a special charge, against the property.

Tree Permits – Issuance of tree permits, as well as handling the necessary inspection, communication, documentation, and record-keeping that is involved.

Junk Vehicles/Abandoned Boats/Recreational Vehicles – When a violation of Ordinances exists, pertaining to these items, a notice with a color photo will be sent to the property owner, giving them a deadline to comply, or face municipal citations.

Short-Term Rental Occupancy Permits – Implement and coordinate a Short-Term Rental Occupancy Permit Program, where Property Owners of short-term rental properties must apply for an occupancy permit and receive approval before operating their property as a short-term rental. This may or may not include regular interior inspections, depending on the nature of the rental, as well as the desires of the municipality. This will also include continuous upkeep and monitoring of the short-term rental properties, to ensure that they remain registered and within compliance of all codes pertaining to them. This program will generate funds to pay for itself.

Restaurant Grease Trap Compliance – Implement and coordinate a Restaurant Grease Trap Compliance Program, where Restaurant Owners must submit annual maintenance reports, to show that they are in compliance with WalCoMet requirements.

General Complaints from the public concerning condition of property:

- Unsightly Debris
- Landlord/Tenant
- Neighbor Disputes
- Safety Hazards
- Blighted Neighborhoods

Condemned Buildings – After a fire or other damage, inspect the property for health and safety, and issue orders to repair or raze. We will then work closely with the Village Attorney, if necessary, to take the steps to raze the building if applicable, when there is no compliance from the property owner.

Citations & Court – Write citations for non-compliance and attend court if necessary. Usually, a citation will get the property owner to bring the property up to code before Court. Prepare evidence necessary in the prosecution for violations against ordinances.

Other Issues/Complaints/Nuisances – If any other issues, complaints, or nuisances should be brought to our attention, but do not fall under our jurisdiction, according to this Contract, we will make sure that they are well documented, we will forward them to the applicable department, and we will follow up on them, if necessary.

HOURS AND COMPENSATION – Weekly hours will vary and are flexible, as the needs and requests of the Village vary, but will not exceed 15 hours per week. A rate of \$48.00 per hour will be paid for those hours.

TERMS OF CONTRACT – This contract shall have a term beginning on July 1st, 2022 and ending on December 31st, 2023. This contract shall automatically renew for a period of 1 year if a subsequent contract is not signed within 60 days of expiration. This contract supersedes any other contract between Municipal Code Enforcement, LLC and the Village of Williams Bay.

TERMINATION – Notwithstanding, the contract term specified in this contract, both the Village of Williams Bay and Municipal Code Enforcement, LLC shall have the right to terminate this contract, without cause, by giving 90 days written notice to the other party.

INSURANCE – Municipal Code Enforcement, LLC shall at their own expense, procure, maintain, and always provide the following certificates of insurance, to the Village Clerk, during the term of this contract:

- General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage
- Automobile Liability Insurance

INDEPENDENT CONTRACTOR – It is agreed and understood, between the Parties, that Municipal Code Enforcement, LLC shall be considered as an Independent Contractor, and not as an employee of the Village of Williams Bay, and shall not be entitled to any benefits, as an employee. Municipal Code Enforcement, LLC remains in control of all employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All Municipal Code Enforcement, LLC personnel rendering service hereunder shall be, for all purposes, employees of Municipal Code Enforcement, LLC, although they may act as officers or agents of the Village of Williams Bay.

Kyle Lefel, Municipal Code Enforcement, LLC Date

Allison Schwark, Municipal Code Enforcement, LLC Date

William Duncan, Village President Date

ATTEST:

Jackie Pankau, Village Clerk Date

FY Budget 2023 Time Line		
Task	Deadline	Mtg Date
Budget packets to Department Heads	7/1/2022	
Department head training on miBudget	7/26/2022	
Administrator/Treasurer meeting with Public Works	week of 8/1/2022 thru 8/5/2022	
Administrator/Treasurer meeting with Police		
Administrator/Treasurer meeting with Fire Department		
Administrator/Treasurer meeting with EMS		
Administrator/Treasurer meeting Recreation staff		
Administrator/Treasurer meeting with Office Staff		
Administrator/Treasurer meeting with Harbormaster		
Administrator/Treasurer meeting with Municipal Court staff		
Net new construction numbers and personal property aid estimates provided by Dept of Revenue	8/15/2022	
Administrator/Treasurer meeting with Library staff (<i>after Library Board mtg 8/16/2022</i>)	8/17/2022 or 8/18/2022	
Draft Budget Completed by Treasurer	8/19/2022	
F&P Committee Meeting - Review 1st draft of budget & set dates for dept budget meetings	8/22/2022	
Shared Revenue estimates provided by Dept of Revenue	9/15/2022	
F&P Committee Meeting - Review W&S/DPW budget	between 9/19/2022 & 9/23/2022	
F&P Committee Meeting - Review Library & Municipal Court budget		
F&P Committee Meeting - Review Rec Dept, Beach/Lakefront, General Administration budget		
F&P Committee Meeting - Review Police, Fire & EMS budgets		
Exempt computer aid and video service provider aid estimates provided by Dept of Revenue	9/30/2022	
F&P Committee meeting - Review completed budget with any changes from dept mtgs, wages & levy limit worksheet	10/3/2022	
Send Public Hearing Notice to Newspaper (<i>Friday by noon the week before publication</i>)	10/28/2022	
Notice of Exemption from County Tax for Library Services sent to County	10/31/2022	
School districts send certified school levy to clerk	11/10/2022	
Publication Dates (<i>15 days prior to hearing</i>)	11/3/2022 & 11/10/2022	
Lottery credit, first dollar credit and school tax levy credit and major state aid provided by Dept of Revenue	11/18/2022	
Village Board Meeting - Public Hearing on Budget	11/21/2022	
Village Board Meeting - Budget Resolution Approval by Board	11/21/2022	
Tax levy information entered in County tax system	11/28/2022	
Levy Limit Worksheet due to Dept of Revenue	12/15/2022	
Deadline to file statement of taxes with Dept of Revenue	12/19/2022	
Statutory Tax Collection start date (3rd Monday in December)	12/19/2022	



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, MAY 11, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Trustee Stanek at 7:36pm

Roll Call

Trustees Jaramillo and Stanek

Excused: Chairman Umans

Also Present: President Duncan, Trustee Jaramillo, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards, Recreation Director Rowland, Library Director Schnupp, Library Director, and Library Board President Mosshamer.

Meeting Minutes

Stanek/Jaramillo motion to approve the April 13, 2022, meeting minutes. Unanimously carried.

Single Family Residence Water Meters

Edwards stated that over the years he has received requests for a 2nd water meter for pools and/or irrigation systems, however, currently Village ordinance does not allow for 2nd meters. If a 2nd meter is allowed only for pools and irrigation systems, only water charges would be incurred. Stanek/Jaramillo motion to recommend Village Board approval of changing section 350-4(F)(2) of the Code of Ordinances to allow a 2nd meter for pool or irrigation systems only. Unanimously carried.

Adjourn

Jaramillo/Stanek motion to adjourn at 7:43pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
5/23/2022 2021

Financial Management

1. Provider of Financial Information

Name:

Lori Peternell

Telephone:

262-245-2700

(XXX) XXX-XXXX

E-Mail Address
(optional):

treasurer@williamsbay.org

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2020

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2021

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 110,579.90

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 110,579.90

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 12,572.85

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
5/23/2022 2021

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 123,152.75

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 123,152.75

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Lift Station 3 (Harris Road) Replacement	900000	2023
2	Harris Road Force Main	1000000	2024
3	STH 67 Gravity Sewer Replacement	600000	2023

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 8

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
5/23/2022 **2021**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	11,638	199
February	11,356	117
March	11,236	159
April	9,678	37
May	8,147	27
June	6,174	26
July	6,677	48
August	5,986	27
September	6,501	47
October	6,111	26
November	8,029	32
December	10,530	186
Total	102,063	931
Average	8,505	78

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: 5/23/2022 Reporting For: 2021

6.4 Future Energy Related Equipment	
6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?	
Flowmeter and SCADA connection at Harris Road Lift Station	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
5/23/2022 2021

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Look at collection system tributary to Harris Road and perform smoke testing.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Village Ordinance 295

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2010-02-15

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☐ Rehabilitated sewer and lift station installation, testing and inspection
- ☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☐ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☐ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☐ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
5/23/2022 2021

☒ A description of routine operation and maintenance activities (see question 2 below) ☒ Capacity assessment program ☒ Basement back assessment and correction ☒ Regular O&M training ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐ What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property? ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements ☒ Construction, Inspection, and Testing ☐ Others: ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐ Does your emergency response capability include: ☒ Responsible personnel communication procedures ☒ Response order, timing and clean-up ☒ Public notification protocols ☒ Training ☒ Emergency operation protocols and implementation procedures ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐ ☒ Special Studies Last Year (check only those that apply): ☒ Infiltration/Inflow (I/I) Analysis ☒ Sewer System Evaluation Survey (SSES) ☐ Sewer Evaluation and Capacity Management Plan (SECAP) ☐ Lift Station Evaluation Report ☐ Others: 	0																																	
2. Operation and Maintenance 2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Cleaning</td> <td style="width: 15%; text-align: center; border: 1px solid black;">15</td> <td style="width: 55%;">% of system/year</td> </tr> <tr> <td>Root removal</td> <td style="text-align: center; border: 1px solid black;">2</td> <td>% of system/year</td> </tr> <tr> <td>Flow monitoring</td> <td style="text-align: center; border: 1px solid black;">10</td> <td>% of system/year</td> </tr> <tr> <td>Smoke testing</td> <td style="text-align: center; border: 1px solid black;">10</td> <td>% of system/year</td> </tr> <tr> <td>Sewer line televising</td> <td style="text-align: center; border: 1px solid black;">15</td> <td>% of system/year</td> </tr> <tr> <td>Manhole inspections</td> <td style="text-align: center; border: 1px solid black;">15</td> <td>% of system/year</td> </tr> <tr> <td>Lift station O&M</td> <td style="text-align: center; border: 1px solid black;">40</td> <td># per L.S./year</td> </tr> <tr> <td>Manhole rehabilitation</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of manholes rehabbed</td> </tr> <tr> <td>Mainline rehabilitation</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of sewer lines rehabbed</td> </tr> <tr> <td>Private sewer inspections</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of system/year</td> </tr> <tr> <td>Private sewer I/I removal</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of private services</td> </tr> </table>		Cleaning	15	% of system/year	Root removal	2	% of system/year	Flow monitoring	10	% of system/year	Smoke testing	10	% of system/year	Sewer line televising	15	% of system/year	Manhole inspections	15	% of system/year	Lift station O&M	40	# per L.S./year	Manhole rehabilitation	0	% of manholes rehabbed	Mainline rehabilitation	0	% of sewer lines rehabbed	Private sewer inspections	0	% of system/year	Private sewer I/I removal	0	% of private services
Cleaning	15	% of system/year																																
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Private sewer I/I removal	0	% of private services																																

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
5/23/2022 2021

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

Currently collecting data on a private sewer line near the Lake at 695 Cedar Point Drive

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

23.0	Total actual amount of precipitation last year in inches
36.1	Annual average precipitation (for your location)
29.5	Miles of sanitary sewer
8	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
0	Number of complaints
.56	Average daily flow in MGD (if available)
.681	Peak monthly flow in MGD (if available)
2.8	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.00	Complaints (number/sewer mile)
1.2	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
5.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☒ Yes
☐ No

If Yes, please describe:

Average BOD and Suspended Solids to the treatment facility is approximately half what we expect it to be. We recently located two leaks and are coordinating their repair. This should eliminate a majority of the clearwater to the treatment facility.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ☐ Yes

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
5/23/2022 2021

● No If Yes, please describe: 5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: Found a leaking abandoned line and properly repaired it. 5.4 What is being done to address infiltration/inflow in your collection system? See Paragraph 5.1 above. Engineer is actively assisting with clear water reduction at LS 4 and LS 5 Collection Systems.	
---	--

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
5/23/2022 2021

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection				
TOTALS			1	4
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
5/23/2022 2021

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Village of Williams Bay

Date of Resolution or
Action Taken:

2022-06-20

Resolution Number:

R-17-22

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade =
(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00



VILLAGE OF WILLIAMS BAY

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

Village of Williams Bay Wisconsin Department of Natural Resources NR 208 – Compliance Maintenance Resolution for 2021 R-17-22

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater treatment/wastewater collection system under Wisconsin Administrative Code NR 208; and

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR) with Financial and Collection Section grades of 4.0; and

WHEREAS, it is only necessary to provide recommendations or an action response plan for all individual CMAR section grades of "C" or less and/or an overall grade point average of <3.00.

NOW THEREFORE BE IT RESOLVED, the Village Board of Trustees, of the Village of Williams Bay, has reviewed and approved for submission the CMAR, as required by Wisconsin Administrative Code NR208.

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

VILLAGE OF WILLIAMS BAY

By: _____

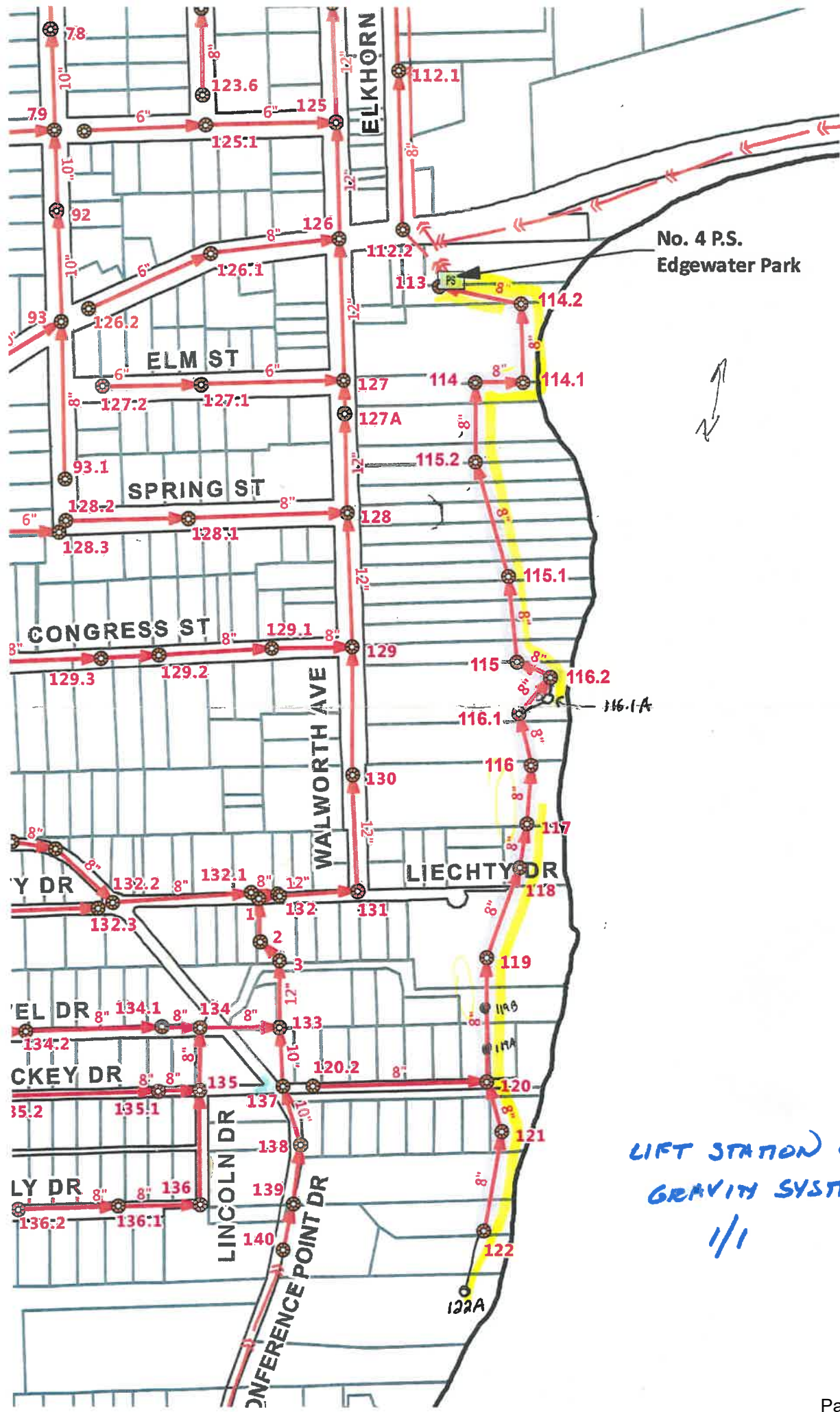
William Duncan, President

Attest: _____

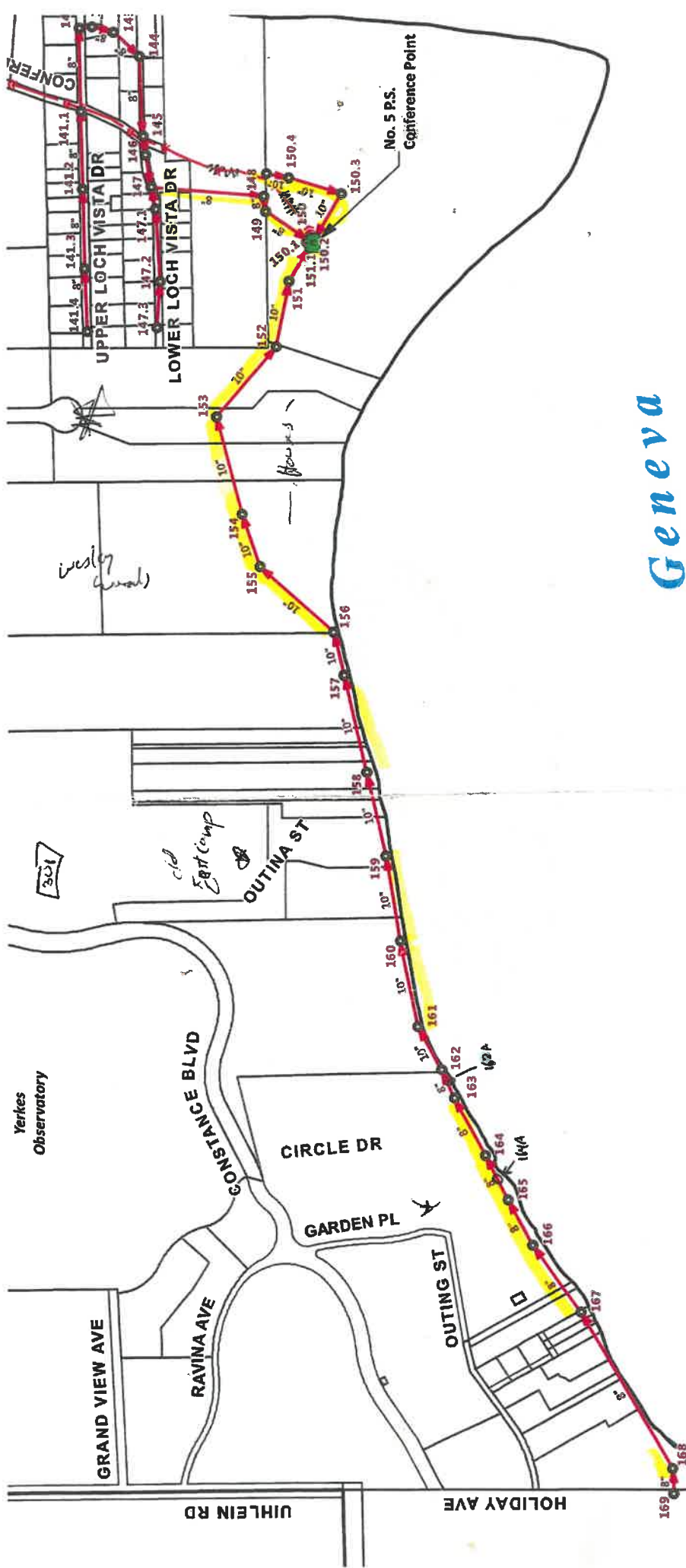
Jackelyn Pankau-Daniels, Clerk

VILLAGE OF WILLIAMS BAY
Sanitary Sewer System Infiltration Reduction
Engineer's Report
June 6, 2022

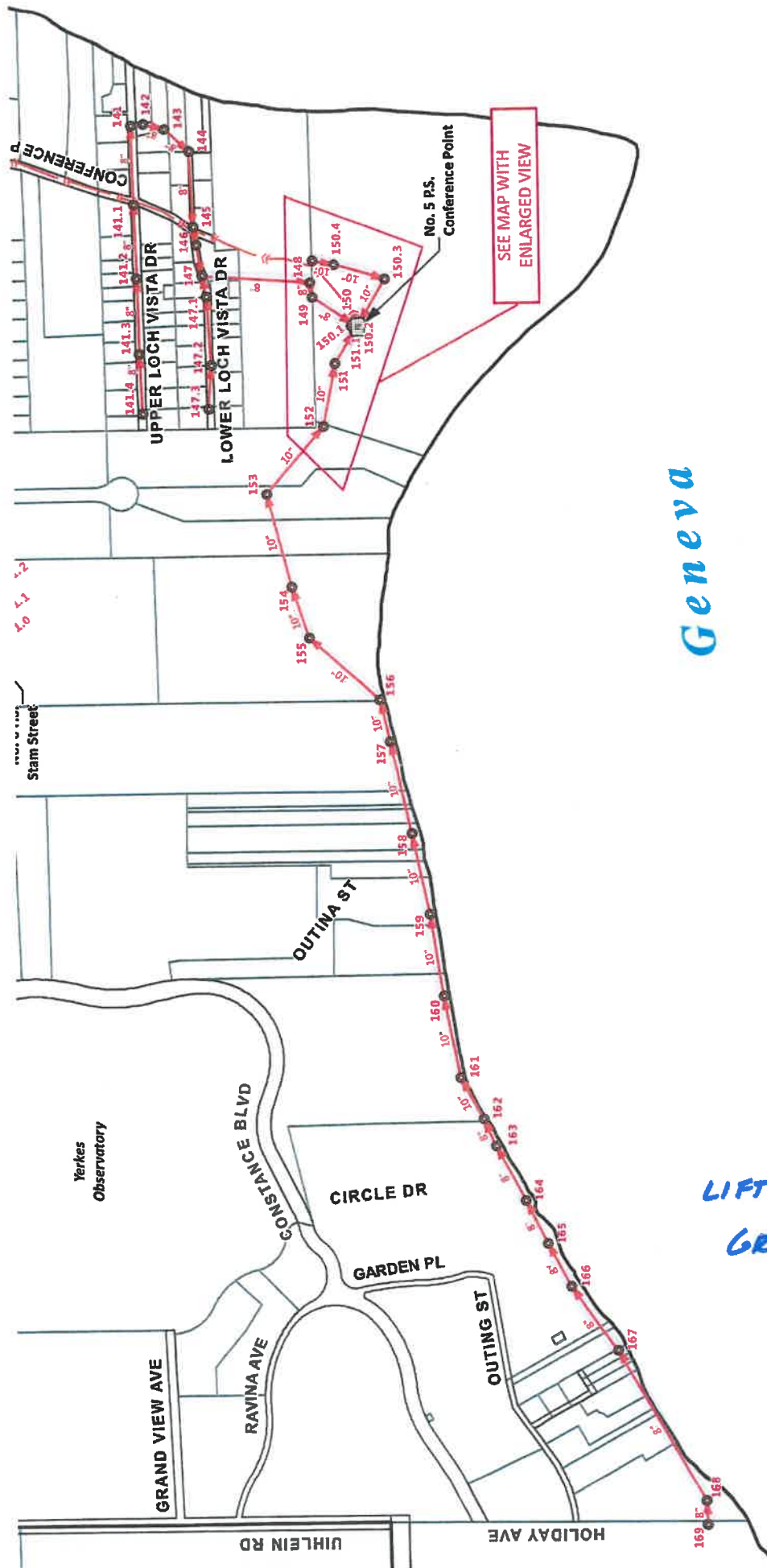
- The January 10, 2022, Engineer's Report provides the history on this project.
- Great Lakes TV Seal televised the gravity sanitary sewer system tributary to LS 4 (Edgewater Park) and LS 5 (Conference Point Camp) between April 19th and April 27th. They issued a 170-page Sewer System Televising Report (Report) on May 5, 2022. This report is with the DPW.
- Attached are system maps based on the televising reports. Great Lakes TV discovered four additional manholes and one additional pipe segment on the gravity line from the LS 4 gravity system. They discovered two additional manholes on the gravity line from the LS 5 gravity system.
- There is a 15 to 20 gallon per minute leak in Manhole 114 on the LS 4 gravity system; see Set-up 20 from the Report. There is a 2 gallon per minute leak just outside of Manhole 115.2; see Set-up 19 from the Report. There is a 3 gallon per minute leak 56 feet upstream of Manhole 122; see Set-up 3 from the Report. These leaks are in the public-owned portion of the system and should be fixed immediately.
- There is a 20 to 30 gallon per minute leak 290 feet downstream of Manhole 154 on the LS 5 gravity system; see Set-up 35 from the Report. There is also a 15 to 20 gallon per minute leak 65 feet downstream of Manhole 152; see Set-up 39 from the Report. These leaks are in the public-owned portion of the system and should be fixed immediately.
- There is heavy grease and root intrusion in the joints on the LS 4 gravity line. The grease adheres to the pipe wall as it cools. This line should be planned for cleaning, root cutting, and televising as soon as the budget allows. The Village should require immediate and routine grease trap inspections at Pier 290 and other commercial locations on this line. There are many locations in this line that the camera was unable to travel due to grease. A decision to repair or replace this line should be made following the upcoming cleaning and televising.
- There is heavy grit and some grease in the LS 5 gravity line just downstream of George Williams College. This should be cleaned and televised as soon as the budget allows. The Village should require immediate and routine grease trap inspections at George Williams College. There are locations in this line that the camera was unable to travel due to the heavy grit; the grit adheres to the grease on the pipe wall.
- The sanitary system on Conference Point Camp property is in poor condition. There are several locations with offset joints, infiltration, and root intrusion in the pipe joints. A decision to repair or replace this line should be made following the upcoming cleaning and televising.
- We expect the immediate leak repairs to cost approximately \$60,000. We expect the future cleaning and televising to be \$50,000.

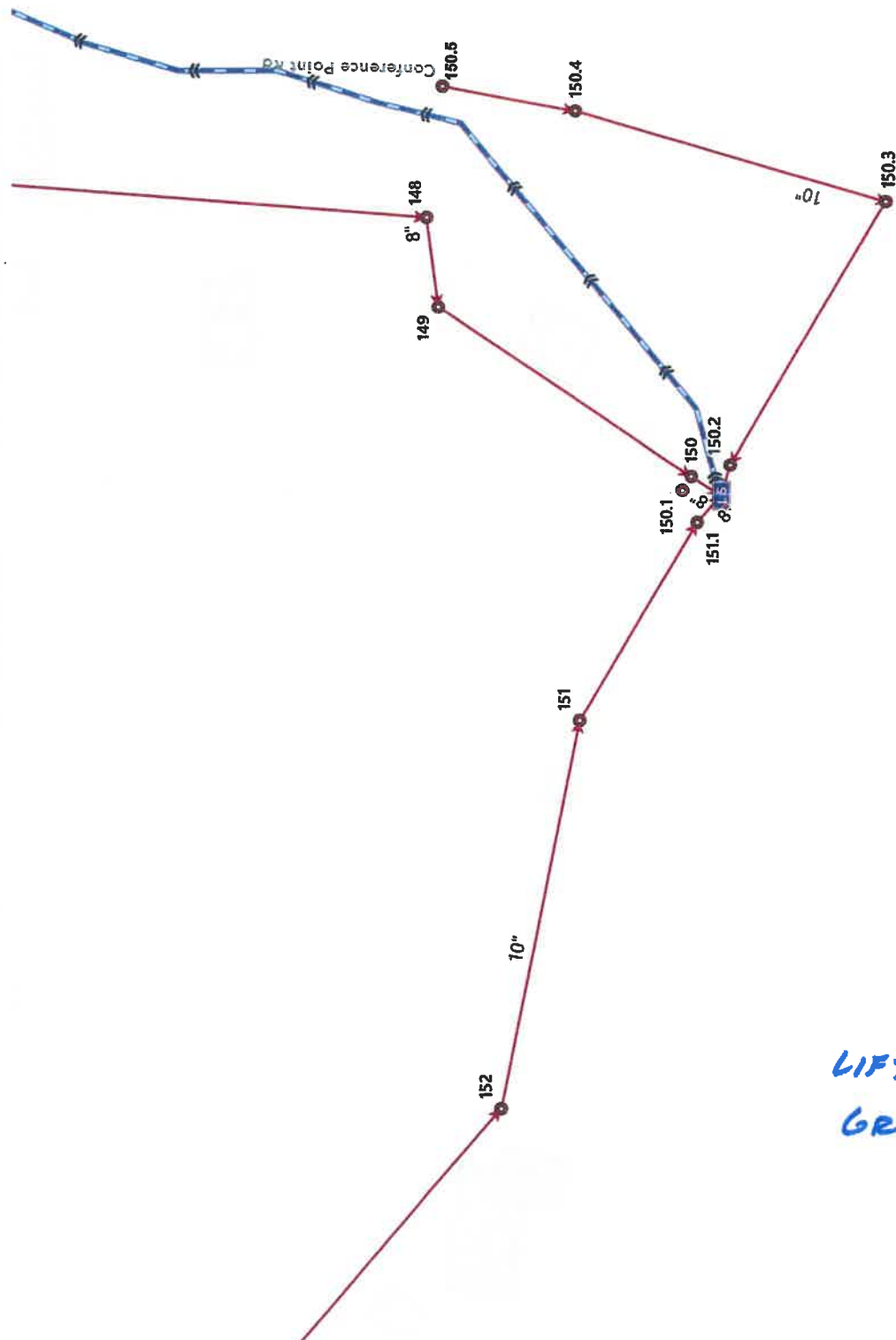


LIFT STATION 4
GRAVITY SYSTEM
///



LIFT STATION 5
GRAVITY SYSTEM
1/3





LIFT STATION 5
GRAVITY SYSTEM
5/3

Tabular Report of PSR MH 114

D

for Village of Williams Bay

Setup	20	Surveyor	Marcus J.	Certificate #	U618-0730001876	System Owner	Village of Williams Bay
Drainage		Survey Customer	Village of Williams Bay				
P/O #		Date	2022/04/20	Time	16:08	Street	Easement Lackey Dr. to Pump Station 4
City	Williams Bay	Further location details					
Up	MH 114	Rim to invert	12.30	Grade to invert		Rim to grade	Ft
Down	MH 114.1	Rim to invert	10.30	Grade to invert		Rim to grade	Ft
Use	Sanitary	Direction	Up	Flow control	Not Controlled	Media No	22051
Shape	Circular	Height	8	Width	ins	Preclean	N
Material	Polyvinyl Chloride	Joint length		Ft	Total length	116.7 Ft	Length Surveyed
Lining		Year laid		Year rehabilitated		Weather	Damp
Purpose	Routine Assessment	Cat				Pressure	
Additional info							
Location	Easement/Right of Way						
Project	WILLIAMSBAY22051						
Northing		Easting				Work Order	
Coordinate System						Elevation	
						GPS Accuracy	

Scores

Structural:	Pipe Rating 0	Pipe Ratings Index 0	Quick Rating 0000
O&M:	Pipe Rating 0	Pipe Ratings Index 0	Quick Rating 0000
Overall	Pipe Rating 0	Pipe Ratings Index	Quick Rating 0000

Notes

MH 114.1

Precast construction
Bench lightly deteriorated
Light roots at adjustment area
Light grease and grit on bench

MH 114

Precast construction
1st barrel lift hole leaking 15-20 gpm
Cretex seal in place



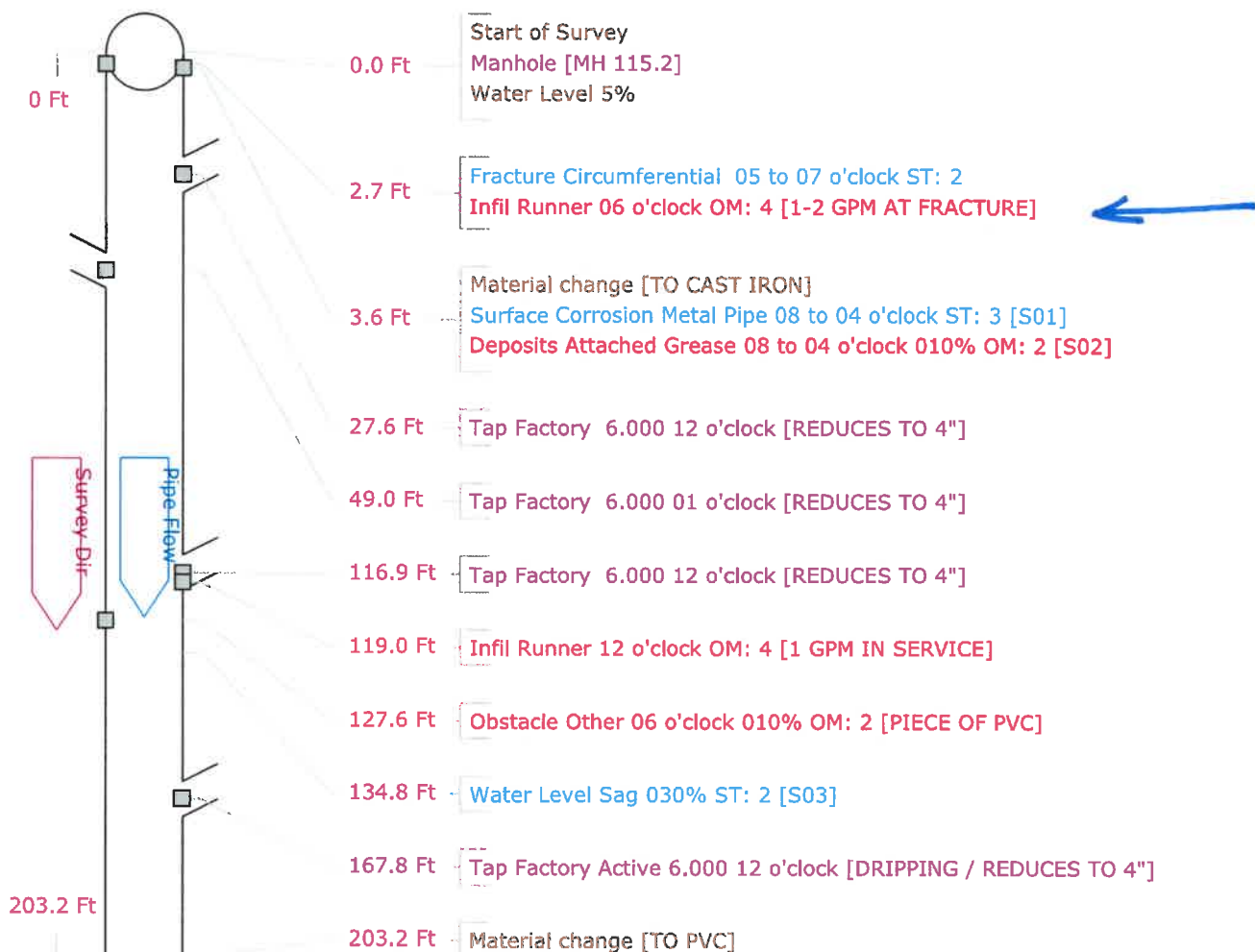
*Note: At 116.7' camera is unable to enter MH 114 / Bench obstructs downstream line
Will record while pulling camera back



Great Lakes TV Seal, Inc.
Phone:920-863-3663
Fax:920-863-3662

Pipe Graphic Report of PSR MH 115.2 D for Village of Williams Bay

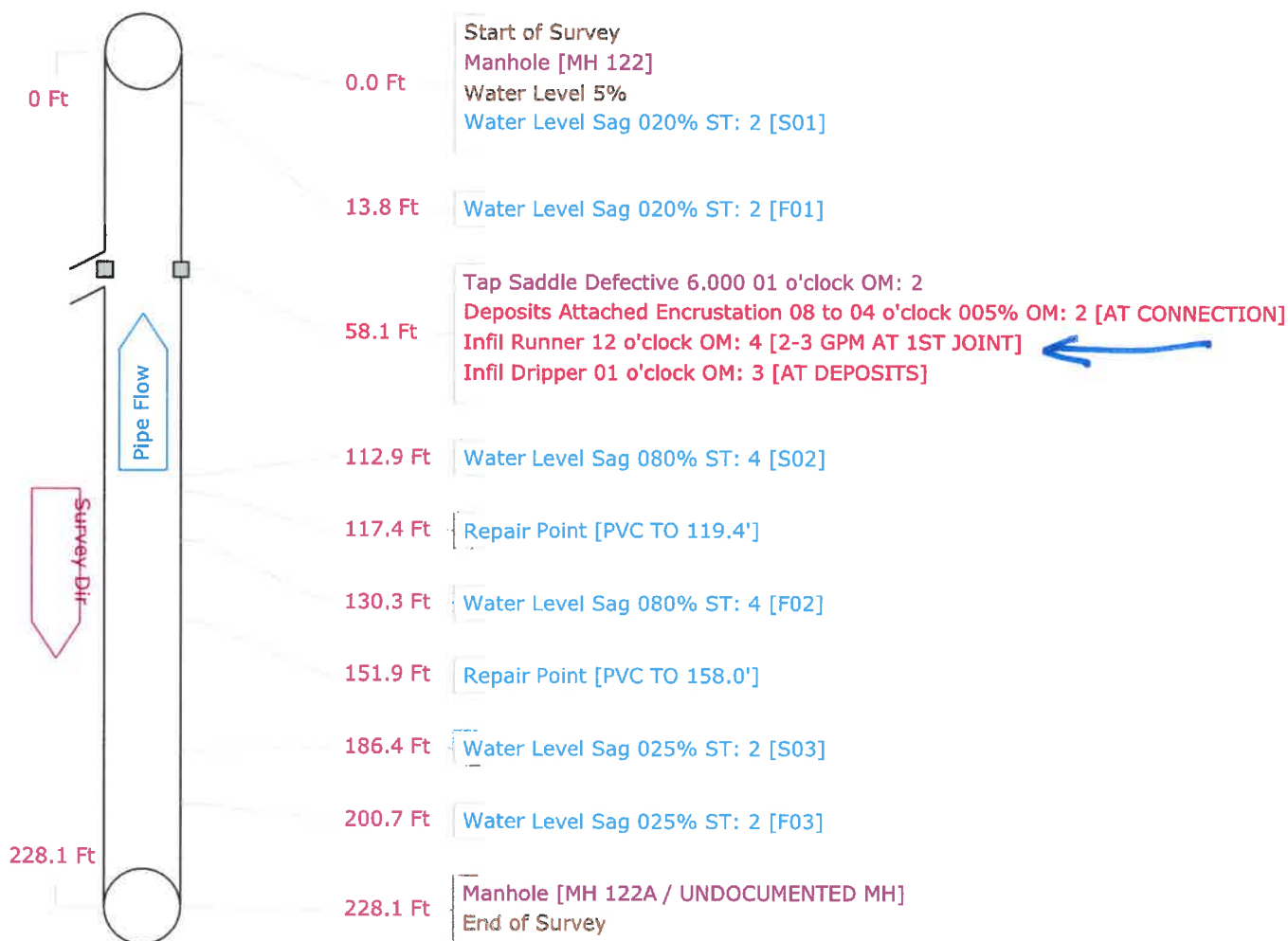
Setup 19	Surveyor Marcus J.	Certificate # U618-0730001876	System Owner Village of Williams Bay
Drainage	Survey Customer Village of Williams Bay		
P/O #	Date 2022/04/20	Time 14:38	Street Easement Lackey Dr. to Pump Station 4
City Williams Bay	Further location details		
Up MH 115.2	Rim to invert 8.40	Grade to invert	Rim to grade Ft
Down MH 114	Rim to invert 12.30	Grade to invert	Rim to grade Ft
Use Sanitary	Direction Downstream	Flow control Plugged	Media No 22051
Shape Circular	Height 8 Width	Ins Preclean N	Date Cleaned
Material Vitrified Clay Pipe	Joint length Ft	Total length 207.0 Ft	Length Surveyed 203.50 Ft
Lining	Year laid	Year rehabilitated	Weather Damp
Purpose Routine Assessment	Cat		
Additional info Retelevising with line plugged	Structural		O & M
Location Easement/Right of Way	Miscellaneous		Hydraulic
Project WILLIAMSBAY22051	Work Order		
Northing	Easting	Elevation	
Coordinate System	GPS Accuracy		



Great Lakes TV Seal, Inc.
 Phone: 920-863-3663
 Address: 3600 Kewaunee Rd., Green Bay, WI
 Fax: 920-863-3662

Pipe Graphic Report of PSR MH 122A X for Village of Williams Bay

Setup 3	Surveyor Marcus J.	Certificate # U618-0730001876	System Owner Village of Williams Bay
Drainage	Survey Customer Village of Williams Bay		
P/O #	Date 2022/04/19	Time 11:52	Street Easement South of Lackey Dr.
City Williams Bay	Further location details		
Up MH 122A	Rim to invert 2.60	Grade to invert	Rim to grade Ft
Down MH 122	Rim to invert 10.20	Grade to invert	Rim to grade Ft
Use Sanitary	Direction Upstream	Flow control Not Controlled	Media No 22051
Shape Circular	Height 8 Width	Ins Preclean N	Date Cleaned
Material Not Known	Joint length Ft	Total length 228.1 Ft	Length Surveyed 228.10 Ft
Lining	Year laid	Year rehabilitated	Weather Damp
Purpose Routine Assessment	Cat		
Additional info		Structural O & M Constructional Miscellaneous Hydraulic	
Location Easement/Right of Way	Work Order		
Project WILLIAMSBAY22051	Elevation		
Northing	Easting	GPS Accuracy	
Coordinate System			



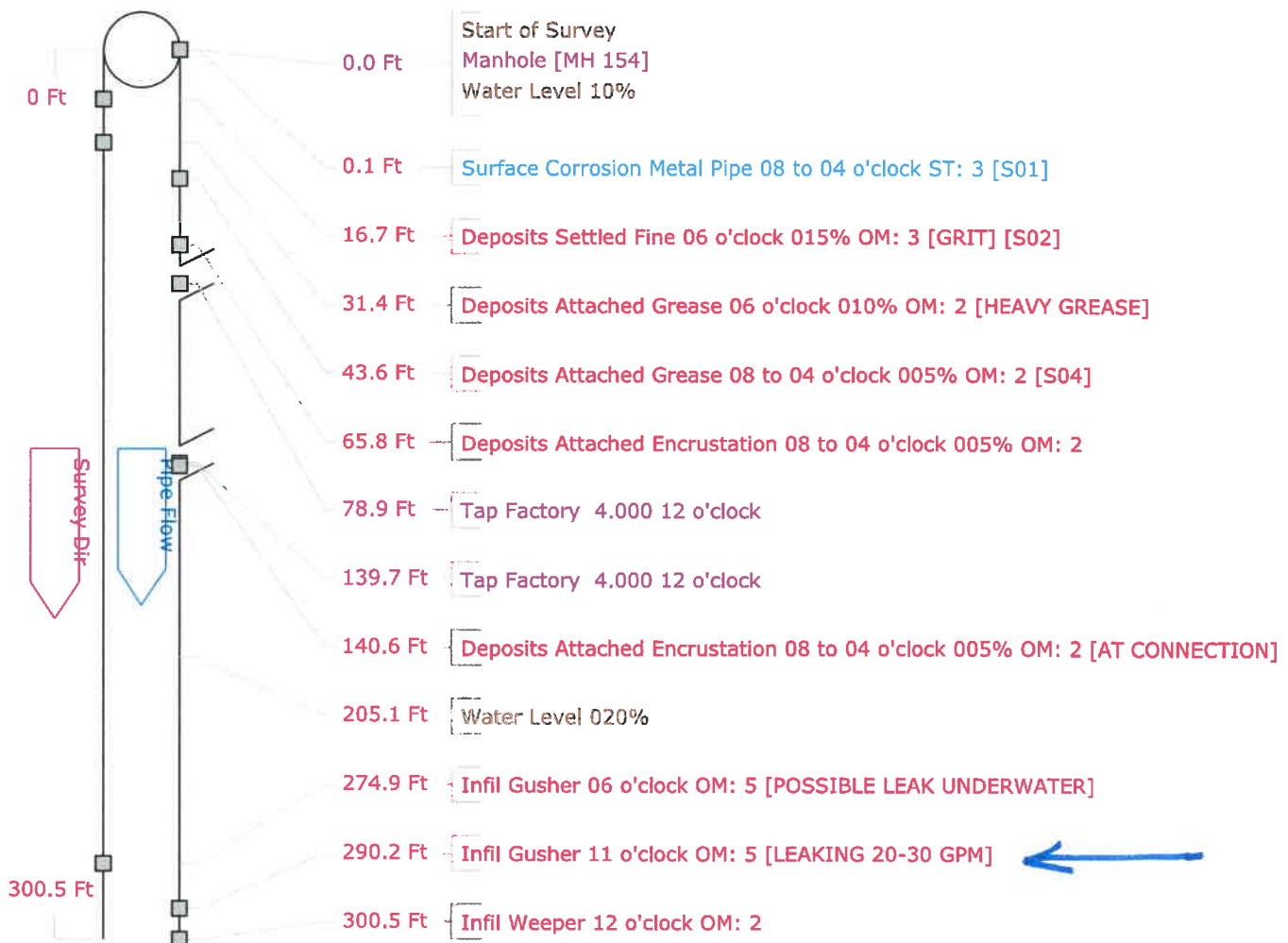
Great Lakes TV Seal, Inc.
Phone: 920-863-3663
Address: 3600 Kewaunee Rd., Green Bay, WI
Fax: 920-863-3662

Pipe Graphic Report of PSR MH 154

A

for Village of Williams Bay

Setup	35	Surveyor	Marcus J.	Certificate #	U618-0730001876	System Owner	Village of Williams Bay
Drainage		Survey Customer	Village of Williams Bay				
P/O #		Date	2022/04/22	Time	9:52	Street	Easement to Pump Station 5
City	Williams Bay	Further location details					
Up	MH 154	Rim to invert	22.80	Grade to invert		Rim to grade	Ft
Down	MH 153	Rim to invert	20.00	Grade to invert		Rim to grade	Ft
Use	Sanitary	Direction	Downstream	Flow control	Not Controlled	Media No	22051
Shape	Circular	Height	10	Width	ins	Preclean	N
Material	Cast Iron	Joint length	Ft	Total length	354.8 Ft	Date Cleaned	
Lining		Year laid		Year rehabilitated		Length Surveyed	354.80 Ft
Purpose	Routine Assessment	Cat				Weather	Light Rain
Additional info							
Location	Easement/Right of Way					Structural	O & M
Project	WILLIAMSBAY22051					Miscellaneous	Hydraulic
Northing		Easting				Work Order	
Coordinate System						Elevation	
						GPS Accuracy	



Great Lakes TV Seal, Inc.
 Phone: 920-863-3663
 Address: 3600 Kewaunee Rd., Green Bay, WI
 Fax: 920-863-3662

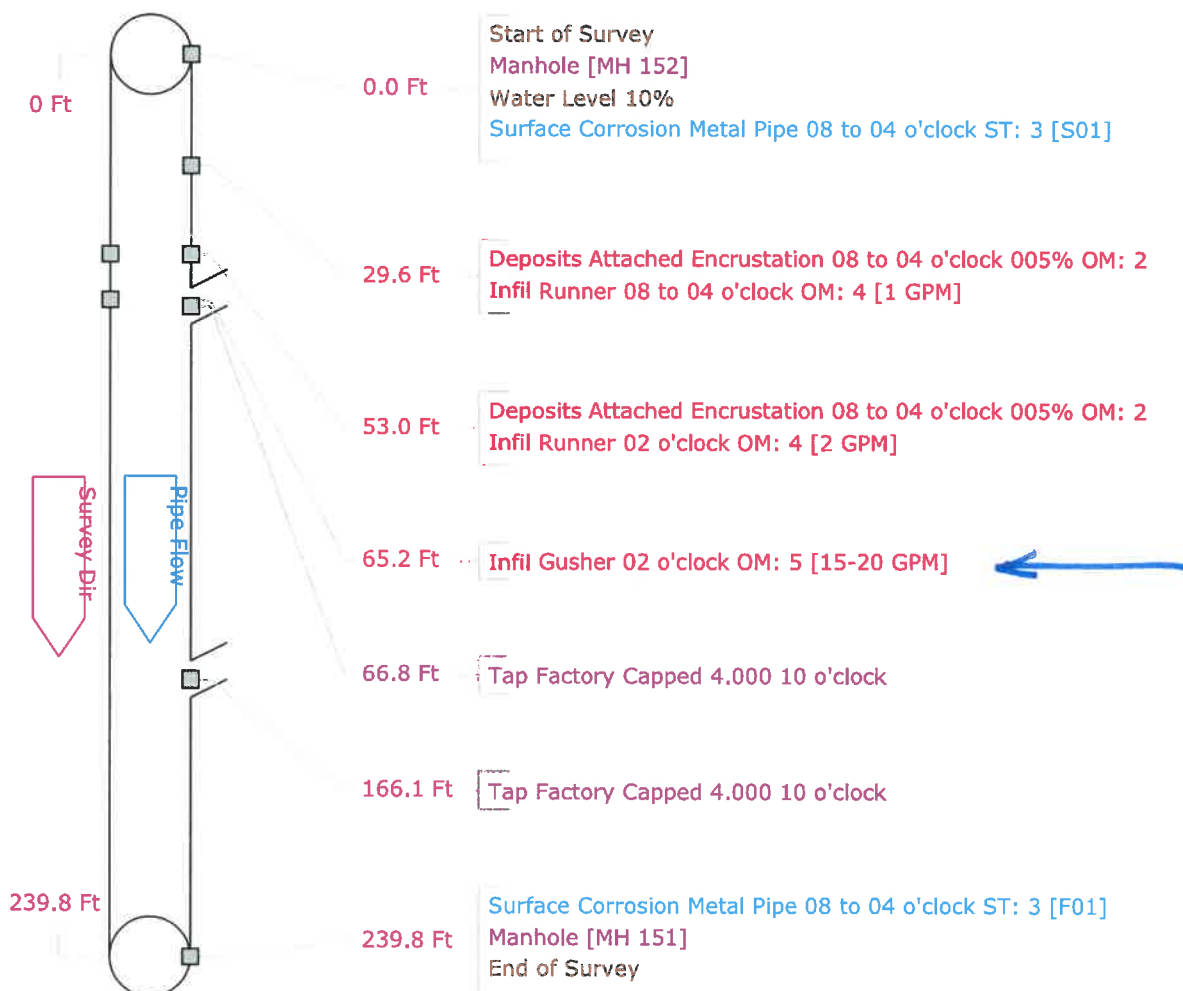
Pipe Graphic Report of PSR MH 152

A

for

Village of Williams Bay

Setup 39	Surveyor Marcus J.	Certificate # U618-0730001876	System Owner Village of Williams Bay
Drainage	Survey Customer Village of Williams Bay		
P/O #	Date 2022/04/22	Time 12:05	Street Easement to Pump Station 5
City Williams Bay	Further location details		
Up MH 152	Rim to invert 14.80	Grade to invert	Rim to grade Ft
Down MH 151	Rim to invert	Grade to invert	Rim to grade Ft
Use Sanitary	Direction Downstream	Flow control Not Controlled	Media No 22051
Shape Circular	Height 10 Width ins	Preclean N	Date Cleaned
Material Cast Iron	Joint length Ft	Total length 239.8 Ft	Length Surveyed 239.80 Ft
Lining	Year laid	Year rehabilitated	Weather Light Rain
Purpose Routine Assessment	Cat		
Additional info		Structural	O & M
Location Easement/Right of Way		Miscellaneous	Hydraulic
Project WILLIAMSBAY22051		Work Order	
Northing		Elevation	
Coordinate System		GPS Accuracy	



Great Lakes TV Seal, Inc.
 Phone: 920-863-3663
 Address: 3600 Kewaunee Rd., Green Bay, WI
 Fax: 920-863-3662

VILLAGE OF WILLIAMS BAY
Sanitary Sewer System Infiltration Reduction
Engineer's Report
January 10, 2022

- Enclosed is a December 2021 summary sheet from WalCoMet showing a breakdown of the waste strength components and volumes for each entity, including Williams Bay. The waste strength for Williams Bay should be higher and contain approximately 200 mg/L BOD, 250 mg/L of suspended solids, and 30 mg/L of ammonia as nitrogen. WalCoMet has record of this information as far back as 2011; Williams Bay has a history of providing similar lower strength sewage.
- We recently assisted staff in the collection and testing of raw sewage samples (3 grab samples from 8 locations) within the Williams Bay system. This testing was done after a historically dry summer, historically low groundwater conditions, and without measurable rain a week prior. See Exhibit A for the sample locations and Table 1 for the sample results and pump run times. The samples from Lift Station 4 (Fire Station) and Lift Station 5 (Conference Point Camp) are much lower than the composite sample taken by WalCoMet at the WB-1 Station on Stark Street. The volume from Lift Station 4 (LS-4) and Lift Station 5 (LS-5) totaled 152,000 gallons, or approximately 20 percent of the total flow to WalCoMet on this day. The WalCoMet volume charge is \$1.17/1000 gallons. The number of pump starts per hour at these two stations was nearly constant. The Village has the potential to save \$170 per day if they eliminated the clear water from these two systems; extrapolated, this could approach \$60,000/year.
- Enclosed is a proposal from Great Lakes for mobilization and televising 2000 feet of sanitary sewer; we ask that the Village allow for the televising of the gravity sewer tributary to LS-4 and the gravity sewer tributary to LS-5. The intent of the televising is to locate the source of clear water and to determine if it is coming from the Village-owned mainline or the privately-owned laterals. There is supposedly \$35,000 in the 2022 budget; we expect to be able to televise these two sections for approximately \$15,000.



PLANT PERFORMANCE SUMMARY

December, 2021

Monthly Flow & Loading Summary

Entity	FLOW (MG)	Totals - Pounds			Average Concentration mg/L			
		BOD	TSS	NH3-N	BOD	TSS	NH3-N	PO4
Delavan	20.586	46,871	44,810	5,459.7	273	261	31.8	
Elkhorn	28.298	56,727	60,797	6,536.9	240	258	27.3	
DLSD	13.240	22,526	27,605	2,197.4	210	248	20.1	
WCI	1.943	3,046	3,516	348.4	188	217	21.5	
Wms Bay	16.149	18,721	21,549	1,926.0	139	160	14.3	
Inspiration Ministries	0.232	7,998	10,571	790.5	258	341	25.5	
GNSD & Interlaken	5.797	8,896	10,588	894.4	184	219	18.5	
Village of Darien	2.768	7,295	7,064	1,209.7	316	306	52.4	
Town of Darien	1.429	1,764	1,156	131.1	148	97	11.0	
LCSD	3.164	8,998	9,526	1,414.4	341	361	53.6	
Mallard Ridge	0.722	7,476	895	8,381.7	1,465	165	1,612.5	
WalCoMet	94.328	7,800	10,755	890.7	308	423	34.9	6.9

Loading Comparison - Current Month to Plant Design Criteria

Avg Daily Influent Loadings				Plant Design Criteria	
FLOW	3,042,839	Gallons	31.80	9,570,000	Max. Month
BOD	7,800	Pounds	51.65	15,100	Max. Month
TSS	10,755	Pounds	87.44	12,300	Max. Month
PHOSPHORUS	174	Pounds	65.42	266	Max. Month
NH3-N	890.7	Pounds	32.19	2767	Max. Month

Permit Comparison - Current Month to Permit Limits

	Final Effluent			Monthly Avg Permit Limit	
	Monthly Average		%		
BOD	1.6	mg/L	11.23	14.00	mg/L
TSS	0.9	mg/L	6.19	14.00	mg/L
PHOSPHORUS	0.61	mg/L	76.54	0.80	mg/L
NH3-N	0.123	mg/L	2.61	4.70	mg/L

Maximum Daily Flow to Plant
3.468



Table 1
December 7, 2021 Sample Results
Sanitary Sewer Inflow Reduction
Village of Williams Bay

Contaminant	WalCoMet Result See Exhibit A - at WB-1	Sampling Location - See Exhibit A							
		1	2	3	4	5	6	7	8
Biochemical Oxygen Demand (mg/L)	139	105	276	354	<30	45	405	234	199
Suspended Solids (mg/L)	260	54	262	300	2	2	470	90	116
Ammonia as Nitrogen (mg/L)	14.3	20.2	36.2	51.2	1.98	8.36	57.9	60.7	29.8

Pump Run Times and WalCoMet Volume 12-7-21

		7:30	11:00	2:30	24 hr	total
Harris Rd						
#1	(1)	2	12	18	42	84
	(2)	2	9	16	42	
Circle Pkwy						
#2	(1)	0	4	4	10	18
	(2)	0	0	3	8	
Washington						
#3	(1)	2	4	6	12	24
	(2)	0	3	4	12	
Edgewater						
#4	(1)	23	70	114	330	606
	(2)	17	57	95	276	
ConP. Pt.						
#5	(1)	6	26	38	113	213
	(2)	6	20	33	100	
Stam						
#6	(1)	4	4	4	9	17
	(2)	0	0	5	8	
Prairie View						
#7	(1)	0	3	3	12	25
	(2)	3	6	6	13	
Bailey Est.						
#8	(1)	0	3	3	10	21
	(2)	2	5	6	11	
WalCo Met						
		8,358	8,446	8,594	9,176	X/1000



3600 Kewaunee Road
Green Bay, WI 54311
Phone: (920)863-3663
Fax: (920)863-3662

Quotation

Quote Number
17318

Quote Date
Dec 14, 2021

Quoted to:

VILLAGE OF WILLIAMS BAY
P.O. Box 580
250 Williams St
Williams Bay, WI 53191

Page
1

Quote Good Thru	Payment Terms	Sales Rep
1/13/22	Net 30 Days	BH

Description	Unit of Measure	Quantity	Unit Price	Extension
SANITARY SEWER INSPECTION	.			
MOBILIZATION/DEMOBILIZATION - TV UNIT AND CREW	L SUM	1.00	1,025.000	1,025.00
PIPE INSPECTION / EASEMENT	FOOT	2,000.00	1.150	2,300.00
QUANTITIES ARE ESTIMATED, ACTUAL QUANTITIES WILL BE INVOICED	.			
WE MAY HAVE TO PULL CABLE BETWEEN HOUSES TO REACH MANHOLES MID STRETCH.	.			
OUR FIBER OPTIC TV UNIT HAS 1600' OF CABLE	.			

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored.
This acknowledgment will enable us to schedule your work more efficiently.
If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quote amount. If applicable, add the amount(s) to this quote.

Subtotal	3,325.00
Sales Tax	
Total	3,325.00

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ 350-4 Operating rules.

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.