

415 N. MILWAUKEE ST.  
WATERFORD, WI 53185  
WATERFORD TOWN HALL

TOWN BOARD AGENDA

APRIL 8, 2024 @ 5:30 PM

Join Zoom Meeting

<https://us02web.zoom.us/j/89008943522?pwd=dXFoNk9CSS9zQW5USWRpQS9yVFBOQT09>

Meeting ID: 890 0894 3522

Passcode: 696398

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF TOWN BOARD MINUTES DATED MARCH 11, 2024 AND SPECIAL MINUTES DATED FEBRUARY 26, 2024 AS PRINTED.
4. APPROVAL TO PAY CLAIMS AS PRESENTED/TREASURER REPORT
5. CORRESPONDENCE- Email- Racine Co. Sheriff Dept.- Presentation on Sheriff's Response to the Racine County Drug Epidemic
6. DEPARTMENT/COMMITTEE REPORTS:
  - (a) Police Dept.
    - Discussion & possible action re: purchasing new service weapons
  - (b) Tichigan Fire Co.
    - Requesting approval to plant a tree at the Town Park in memory of Ron Strasser
  - (c) Waterford Fire & Rescue
  - (d) Waterford Waterway Management District
  - (e) Park
  - (f) Road Dept.
  - (g) Racine County Board Update
  - (h) Town Planning Commission Recommendations (See April PC Agenda)
7. OLD BUSINESS:
  - (a) Discussion & possible action re: Special Event Ordinance
8. NEW BUSINESS:
  - (a) Town Level Variance/Special Events/Temp. Class B License- Tichigan Lions Club/Charities request approval of special events permits and to allow alcoholic beverages for Tichigan Car Show and Balloonfest
  - (b) Discussion & possible action re: moving planning commission meetings to 5:30 pm on the same night as Town Board
  - (c) Discussion & possible action re: Roof repair
  - (d) Discussion & possible action: Boundary Agreement with Village of Vernon
  - (e) Discussion & possible action re: Resolution supporting the credentialing of Sheperds College to allow access to Pell grants & Federal work study opportunities

*PUBLIC COMMENTS- Please be advised per State Statute Section 19.84(2), information will be received from the public. It will be the policy of the Town that citizens be pre-registered to present comments or suggestions to the Town Board. Registration forms will be available at the meeting and must be turned in to the Town Clerk prior to the start of the meeting. Pre-registered Citizens will be called by name by the Town Chair and are subject to a three-minute time period, per person, with time extensions granted at the Town Board's discretion. Be further advised that there may be limited discussion on the information received; however, no action will be taken under public comments.*

#### FORTH COMING EVENTS-

“Requests from persons with disabilities who need to participate in this meeting or hearing should be made to the Town Chairperson Office at 534-1871 with as much notice as possible”

The Town Board reserves the right to take agenda items out of sequence.

**TOWN BOARD MEETING FOR WATERFORD**  
**415 N. MILWAUKEE ST.**  
**UNAPPROVED/UNOFFICIAL MINUTES FOR MARCH 11, 2024**

1. Town Board meeting was called to order at 5:30 PM by Chair Nicolai. Present: Supervisors Ulander, Schwartz, Gauerke, and Szeklinski. Also present: Attorney Dubis, Police Lieutenant, Bill Jeschke, DPW Director, Ken Hinz, TVFC Schoen and Chief Miller, WWMD Commissioner Bill McCormick, Representative Wittke and residents of the Town.
2. Chair Nicolai led the Pledge of Allegiance.
3. Printed Minutes: **Supervisor Schwartz motioned to approve the Town Board meeting minutes dated February 12, 2024 and Special TB meeting minutes dated February 26, 2024, as presented, seconded by Supervisor Gauerke. Vote taken: 5-0. Motion carried.**
4. Treasurer Report/Payment of Claims- Chair Nicolai read the Treasurer's report. **Supervisor Szeklinski motioned to approve the Treasurer's report and pay the claims, as presented, seconded by Supervisor Gauerke. Vote taken: 5-0. Motion carried.**
5. Correspondence:
  - Certificate of Achievement- Chair Nicolai read the achievements of Eagle Schout, Charlie Essman and presented him with a certificate of achievement.
  - Kevin McCormick-Informational presentation re: Washington-Caldwell Referendum- McCormick explained the details of the upcoming referendum.
6. Committee Reports:
  - a) Police Dept. Report- Lt. Jeschke reported 159 actual calls, 17 NOA, 338 crime prevention, 51 building checks, 66 citations, 29 warnings, 1 misdemeanor, 6 ordinance violations, 2 OWI, 8 accident reports and 1 domestic abuse. Lt. Jeschke announced that their service weapons need to be replaced in the near future and that he had submitted a quote to Chair Nicolai and Supervisor Ulander. Item to be on April Town Board agenda.
  - b) Tichigan Vol. Fire Co- Schoen reported 13 EMS, 7 fire calls and 3 vehicle accidents for February. Chief Miller reported that there will be a joint CPR class, open to the public, at Brunos on 3/24/24 at 3pm. Two used command vehicles were purchased from Vernon. Chief Miller informed the Town Board that a radio upgrade will be needed in the near future and the estimate for just TVFC is \$518,000, not including additional radios.
  - c) Waterford Fire & Rescue- 7 - 911 calls.
  - d) WWMD- Bill McCormick commented on the Waukesha Diversion project. Harvesting season to start on March 18, 2024. Both harvesters and the barge will be out.  
**Supervisor Gauerke motioned to move item 7 (b) up on the agenda, seconded by Supervisor Szeklinski. Vote taken: 5-0. Motion carried.** Tom Mroczkowski gave report on the Cooperative Boundary Group and indicated that they are looking into shared services and the need to involve the key stakeholders for these services.
  - e) Park Dept.- Hinz indicated that he will be getting bids for roofs of the pavilion with the bathrooms as well as the small concession stand by the ball diamonds. These structures were damaged by hail. Hinz informed the Board that below freezing temps are predicted

for the day and the days leading up to the Easter Egg Hunt and that he does not believe they will be able to open the restrooms for the event.

- f) Road Dept.- Ken Hinz reported on the snow events for the year. Hinz indicated that a pre-construction meeting for Townline Rd will be held March 21<sup>st</sup> at 11:30 at Homestead Rd. and Townline Rd. Agricultural roads will have to be looked at more and discussed with Frost. Culvert inspection and inventory, not sure if County or Engineer should inspect. Have 6-7 bridges.
- **Supervisor Gauerke motioned to approve the DPW policy and safety manual, as presented, with changing that the Town will provide One (1) Hi-Vis safety vest and One (1) Hi-Vis safety pant (to be left in the garage), for each full-time Public Works employee. Page 5, fourth bullet point to read "...he is to identify the person in charge one (1) week before departure.", seconded by Supervisor Schwartz. Vote taken: 5-0. Motion carried.**
  - **Supervisor Szeklinski motioned to approve the Gravely Pro-Turn Kawasaki 1000 from American Power, in the amount of \$15,470.94, funds to come from 65015-Equipment Rollover, seconded by Supervisor Gauerke. Vote taken: 5-0. Motion carried. Supervisor Szeklinski motioned to have Hinz list the following equipment on WI Surplus: Ferris mower, paint striper, 1985 pick-up, and the water tank with the funds for these items to go into equipment rollover, seconded by Supervisor Schwartz. Vote taken: 5-0. Motion carried.**
- g) Town Planning Recommendations-
- Supervisor Szeklinski indicated there was only a pier on the agenda. Chair Nicolai indicated that she is looking into moving all Planning Commission meetings before Town Board on the 2<sup>nd</sup> Monday of each month.

#### 7. Old Business:

- a) Discussion & possible action re: Implementing Special Events Procedures and Permit- Supervisor Szeklinski motioned to table until April Town Board, seconded by Supervisor Schwartz. Vote taken: 5-0. Motion carried
- b) Report from Cooperative Boundary Group- Topic moved between 6 (b) and 6 (c) on the agenda.

#### 8. New Business:

- a) Town Board Chairperson's Report
- House that was destroyed by a fire on Prospect and Riverside have until July. Will be constructing a new home.
  - Chief of Police resumes due 3/18/24.

#### Forthcoming Events-

**Supervisor Szeklinski motioned to adjourn the meeting at 6:40 pm, seconded by Supervisor Schwartz. Vote taken: 5-0. Motion carried.**

Respectfully Submitted,

Heather Stratton, Deputy Clerk

**SPECIAL TOWN BOARD MEETING  
UNAPPROVED/UNOFFICIAL MINUTES FOR FEBRUARY 26, 2024 @ 12:30 PM  
WATERFORD TOWN HALL  
415 N. MILWAUKEE ST., WATERFORD, WI**

Special Town Board meeting was called to order at 12:30 PM by Chair Nicolai. Present: Supervisors Ulander, Schwartz, Gauerke and Szeklinski. Lts. Nelson and Jeschke and Officers Ferger and Schweitzer, WPPA Rep. Luke Wagner and residents of the Town.

Purpose: To discuss and potentially take action relating implementing policies and procedures for Special Events & policing and parking & MOU to modify section 7.02(b) of the CBA between the Town of Waterford and the Town of Waterford Police Association.

Chair Nicolai read the draft special events ordinance. Applicants will need to apply with the Clerk's office. Board will review. Supervisor Schwartz noted that the review of the departments should be in writing. Atty. Dubis stated that the Town should be an additional insured. Discussion over how many officers/fire might be needed at a Class 1 event. Chair Nicolai noted that this meeting was more of a workshop to get everyone's ideas, thoughts, etc. This will be on the March Town Board meeting.

Discussion & possible action re: MOU addressing how part-time shifts are handed out. Officer Schweitzer noted that the current structure allows for essentially one officer to get all the shifts. Schweitzer noted that this has affected morale. Want to keep the part-timers. The idea is to keep what is current with the exception that part-timers will make out with two shifts and rotate to the bottom of the list, thereby giving all the part-timers a chance to work shifts. All due paying members approved this change. The Lt.'s preferred that it be more than a monthly rotation, prefer quarterly as it would be labor intensive. This would be for all shifts not just special events. Luke Wagner, WPPA, suggested that we try this out for the rest of the year. **Supervisor Schwartz motioned to approve the MOU subject to being changed to quarterly and for a trial period for the rest of the year (2024) and that there be more discussion between the two groups, seconded by Supervisor Gauerke. Vote taken: 5-0. Motion carried.**

2:30 pm- Supervisor Ulander motioned to adjourn at 2:30 PM, seconded by Supervisor Schwartz. Vote taken: 5-0. Motion carried.

Respectfully Submitted,

Tina Mayer, Town Clerk

**RACINE COUNTY SHERIFF DEPARTMENT PRESENTATION AT  
TOWN OF WATERFORD BOARD MEETING APRIL 8, 2024**

**Members from the Racine County Sheriff's Department will be giving a presentation to residents at the Town Board April Meeting. This presentation will discuss the issue of overdoses and how the RCSD drug unit is handling the issue for our greater community. There will be real life narcotic displays and handouts. Racine County is committed to helping those who struggle with addiction, their families, and the community as a whole.**

**Please plan to join us for this 30 minute presentation during our April 8 meeting, beginning at 5:30 pm.**



# Sales Quote

KIESLER POLICE SUPPLY  
 2802 SABLE MILL RD  
 JEFFERSONVILLE, IN 47130

**Bill-to Customer**

WATERFORD POLICE DEPARTMENT  
 415 N. MILWAUKEE ST  
 WATERFORD, WI 53185

**Ship-to Address**

Your Reference  
 Bill-to Customer No. L70424  
 Tax Registration No.

Salesperson KEVIN BUCKLEY  
 Email  
 Home Page  
 Phone No.

No. Q149518  
 Document Date February 13, 2024  
 Due Date March 14, 2024  
 Payment Terms  
 Payment Method  
 Tax Identification Type Legal Entity  
 Shipment Method  
 Lt. William Jeschke  
 262-534-2119  
 wjeschke@waterfordpd.com

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
SAFA6362RDS-832-411	SAFARILAND MODEL 6362RDS ALS/SLS HOLSTER FOR GLOCK 17MOS W/ RMR AND TLR-1HL, STX PLAIN, BLACK, RIGHT HAND CCHMO	15	EACH	137.00	2,055.00
SHIPPING	SHIPPING CHARGE	1	EACH	45.00	45.00
FORMAT KEVIN BUCKLEY	QUOTED BY KEVIN BUCKLEY KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS. KBUCKLEY@KIESLER.COM	0	EACH	0.00	0.00
KIESLER SIGNATURE	SIGN/DATE TO APPROVE PURCHASE	0	EACH	0.00	0.00
	X _____ SIGNATURE REQUIRED				
	X _____ DATE				
	X _____ PHONE# FOR FED X QUESTIONS				

Amount Subject to Sales Tax 0.00  
 Amount Exempt from Sales Tax 2,100.00



<b>Subtotal</b>	<b>2,100.00</b>
Total Tax	0.00
<b>Total \$ Incl. Tax</b>	<b>2,100.00</b>
<b>Tax Amount</b>	<b>0.00</b>

**KIESLER POLICE SUPPLY FFL# 4-35-019-11-4M-08220**

**RETURNED GOODS POLICY**

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

**DEFECTIVE MERCHANDISE POLICY**

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

**DAMAGED GOODS POLICY**

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.



# Sales Quote

KIESLER POLICE SUPPLY  
 2802 SABLE MILL RD  
 JEFFERSONVILLE, IN 47130

**Bill-to Customer**

WATERFORD POLICE DEPARTMENT  
 415 N. MILWAUKEE ST  
 WATERFORD, WI 53185

**Ship-to Address**

Your Reference  
 Bill-to Customer No. L70424  
 Tax Registration No.

Salesperson KEVIN BUCKLEY  
 Email  
 Home Page  
 Phone No.

No. Q149509  
 Document Date February 13, 2024  
 Due Date March 14, 2024  
 Payment Terms  
 Payment Method  
 Tax Identification Type Legal Entity  
 Shipment Method  
 Lt. William Jeschke  
 262-534-2119  
 wjeschke@waterfordpd.com

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
GLOCPA175S202MO S	GLOCK 17MOS GEN5 9MM PISTOL BLACK, FRONT SERRATIONS, FIXED SIGHTS ---AGENCY DROP SHIP ONLY--- AMAKE	15	EACH	429.00	6,435.00
HOLOHE507C-GR- X2-LEM	HOLOSUN 507 PISTOL SERIES ALUMINUM MINIATURE REFLEX SIGHT, GREEN MULTI-RETICLE, 7075 ALUMINUM, OPEN, SOLAR, SHAKE AWAKE, PISTOL LROCM	15	EACH	283.00	4,245.00
AMERGL-330	AMERIGLO OPTIC COMPATIBLE SIGHT SET FOR GLOCK, 2XL TALL GREEN TRITIUM 3 DOT W/ WHITE OUTLINES, .350" FRONT, .429" REAR	15	EACH	60.00	900.00
SHIPPING	SHIPPING CHARGE	1	EACH	35.00	35.00
FORMAT KEVIN BUCKLEY	QUOTED BY KEVIN BUCKLEY  KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS. KBUCKLEY@KIESLER.COM	0	EACH	0.00	0.00
KIESLER SIGNATURE	SIGN/DATE TO APPROVE PURCHASE	0	EACH	0.00	0.00

X \_\_\_\_\_  
 SIGNATURE REQUIRED





No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	X _____ DATE				
	X _____ PHONE# FOR FED X QUESTIONS				
	Amount Subject to Sales Tax			0.00	
	Amount Exempt from Sales Tax			11,615.00	
				<b>Subtotal</b>	<b>11,615.00</b>
				Total Tax	0.00
				<b>Total \$ Incl. Tax</b>	<b>11,615.00</b>
				<b>Tax Amount</b>	<b>0.00</b>

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# Waterford Police Department

Lieutenant William J. Jeschke  
415 North Milwaukee St., Waterford, WI 53185  
Phone: 262-534-2119 Fax: 262-534-7789

**Date:** February 15th, 2024

## **In the Matter of:** Department Service Weapons

Our department service weapons are currently at the point where they need to be replaced due to their age and the number of rounds fired. It should be noted that during Chief Johnson's tenure as Chief, a much-needed, greater emphasis on firearms training was instituted. The department went from firing twice a year, to three or four times per year. This means that we have fired almost twice the number of rounds through our current service weapons than our past weapons.

Historically speaking, prior to the 2000, the department carried .357, six shot revolvers with speed loaders. Compared to most agencies, the department actually transitioned to the semi-automatic weapon late in the game when it transitioned to the Glock .40 S&W, Gen 3 in 2000. At the time, it was a great improvement for most officers as the "kick" from a .357 was quite powerful and many officers were honestly not that accurate with this weapon. In transitioning to the semi-automatic, our department actually skipped a caliber stage that most agencies went to (9mm) and transitioned to .40 S&W. Officers found that they were actually far more accurate with the semi-automatic once trained in its' use. The .40 S&W semi auto, also had 15 rounds per magazine, instead of six rounds in a speed loader. As you can imagine, the increased accuracy and increased round capacity was a substantial improvement to the revolver or "wheel gun".

**9mm vs 40 Caliber?** The debate has been raging since 1990 when it was developed as a joint effort between Smith and Wesson and Winchester, who were tasked by the FBI to come up with an effective round to replace 9mm and .38 Special cartridges. Unfortunately, the .40 S&W round that came out of necessity- in the aftermath of the infamous 1986 FBI Miami Shootout.

During the shootout, law enforcement officers attempted to apprehend William R. Matix and Michael L. Platt, who were suspected of committing a series of violent crimes in the area. Matix and Platt outmatched the superior numbers of officers they faced with the firepower of the weapons they had in their vehicle. Both Matix and Platt were ultimately killed by officers, but not before two special agents and five other officers were injured by the gunfire. The scale of the shootout led to the introduction of more effective handguns and ammunition, primarily switching from revolvers to semi-automatic handguns.

In keeping up with the criminal element, law enforcement found they needed improved ballistics, therefore most agencies transitioned from 9mm to the 40 caliber.

In 2012, the department purchased Glock .40 caliber, 4<sup>th</sup> generation, due to age and rounds fired.

Now, 12 years later in 2024, having put even more rounds through our weapons, the department faces a cross road. Without question, the department needs new weapons, but what caliber? There is again a debate between the 9mm and the .40 S&W. Both rounds have technically been declared “the winner” by the FBI.

In 2014, the FBI announced that they’re returning to the 9mm thanks to better technology and ballistics that have made the once shunned round more effective. Having used the .40 S&W for several years, one of the main criticisms (similar to the .357) is its kick. In fact, some feel it’s underpowered for the amount of recoil the cartridge produces. Handling is extremely important for an officer in a tactical situation where accuracy makes the difference between life and death. It’s been found that premium 9mm ammunition can do everything that a .40 S&W can, but without the kick, which provides officers with more accurate shooting capabilities. The Glock 17 9mm has a capacity of 17 rounds, which again, can make all the difference in a tactical shooting situation.

Finanically speaking, 9mm ammunition is currently not significantly cheaper and, in many cases, is the same price as .40 S&W. As many law enforcement agencies are already transitioning to 9mm, .40 S&W will become more difficult to find and predictably, more expensive.

Racine County Sheriff’s Department has transitioned to 9mm approximately two years ago. As the main back up to our agency, we currently do not have the capability of utilizing each other’s ammunition in an active shooter situation or other tactical situation where officers may quickly run out of ammunition and need more from another officer nearest them.

### **Iron sights vs. Optics?**

Fundamentals of Marksmanship:

- Steady Position
- Aiming
- Controlled Breathing
- Trigger Control

Iron sights are not listed here. One can further break down aiming into two elements: sight alignment and sight picture. Neither of these elements require one to “master” the iron sights. In fact, it makes it more difficult. Using optics makes learning marksmanship much easier. Optics removes a difficult variable from the sight picture problem: *focus*.

With iron sights (current system) you have to correctly (and quickly) align the rear sight and the front sight. The problem is, after aligning both sights, you need to pick your focus point and then focus on the front sight, which makes your target blurry. The shorter the sight radius, the worse it becomes. With optics, this is not the case. You only need to look through the sight, get a correct

sight picture, align the sight to the target, and squeeze. Even better red dots and more so green dot optics work better when you *focus on the target*. Makes more sense!

The benefits to optics are:

- Faster to acquire the target
- Far more forgiving of parallax error (The observed displacement of an object caused by the change of the observer's view point.)
- Provide better target identification since you focus on the target and not the sight itself.

Iron sights are useful, but more difficult to master. Iron sights do not require batteries, are cheaper and less likely to get bumped off their settings, are easier to clean and are a good fail safe, which is why it is recommended that our weapons should be mounted with both, as a fail-safe.

Other information to consider:

- Our currently policy allows officers to carry weapons mounted with optics.
- We currently have three officers utilizing optics that they purchased themselves.
- Our squad rifles have been transitioned to optics approximately ten years ago.

Recommendation:

In speaking with our firearms instructors and other instructors such as the head of Gateway Technical College Firearms Instructor James Spino, it is recommended that we transition to Glock 9mm service weapons with optics.

Cost: (x15)

\$429.00 per weapon/\$6,435.00

\$60.00 2XL tall, Tritium sights/\$900.00

\$322.65 Holosun shake awake optic/\$4,245

\$140.00 Safariland Holster/\$2,100.00

- \$225 for sale of old weapons/\$3,375.00

**Total cost for 15 weapons = \$10,305.00**

9mm Ammunition practice rounds and duty rounds have already been purchased. The .40 S&W ammunition we have on hand can be sold back to dealer at \$7.00 per box or sold at auction for somewhat more. *It should be noted that the police department currently has no weapons on hand to deploy if one of our officers' weapons fail. We also have no weapons to issue if we hire a new police officer, or if an officer is involved in a shooting incident and the weapon used is placed into evidence.* I understand that the Township currently has approximately \$184,000 of ARPA funds that could be utilized towards the purchase of this equipment.

Respectfully,

Lieutenant William Jeschke



Tichigan Volunteer Fire Company  
8205 Big Bend Rd  
Waterford, WI 53185  
(262)662-3570

03/27/2024

Dear Town Board Members,

The Tichigan Volunteer Fire Company is looking for the approval to plant a tree at Town Park in honor of Ron Strasser. He was a long time resident, business owner and a large supporter within the community. We feel that with everything that he has done for Tichigan Volunteer Fire Company, as well as the community, his memory should be commemorated and preserved.

We will purchase the tree, as well as plant the tree. Tichigan Volunteer Fire Company is looking for a location within the Town Park that the tree could be planted. If there are any questions or concerns, please do not hesitate to reach out.

Sincerely,

Tichigan Volunteer Fire Company Board

# Town of Waterford Town Board Attending Citizens Comments Registration Form

We welcome your comments; please keep your comments brief and professional. Each pre-registered guest has up to minutes per board meeting to speak. See reverse side for rules and procedures

Date: ~~6/4/23~~ 3/18/24

Name: John Strabley Address: 7230 Joy Marie Ln. Waterford  
Email:

Phone Number: 262-617-6741 Email: John.Strabley@imsbarter.com  
Organization (if applicable): Hidden Harbor Home Owners Assn

Would you like to speak during the Town Board Meeting? (Circle one)  Y /  N

RE: Repaving sub-division roads

(Speaking guests and/or citizens will be called upon at the appropriate time to speak)

You can register your opinion or comments on a specific agenda item if you do not want to personally speak during the formal board meeting by completing the below information. These acknowledgements will read at the appropriate time during the meeting.

Board Agenda Item: # \_\_\_\_\_  for /  against Brief written statement: \_\_\_\_\_

Board Agenda Item: # \_\_\_\_\_  for /  against Brief written statement: \_\_\_\_\_

Board Agenda Item: # \_\_\_\_\_  for /  against Brief written statement: \_\_\_\_\_

Board Agenda Item: # \_\_\_\_\_  for /  against Brief written statement: \_\_\_\_\_

Board Agenda Item: # \_\_\_\_\_  for /  against Brief written statement: \_\_\_\_\_

Other general written comments:

Thanks

Looking to speak at the April 8th meeting.

Call 262-617-6741

Completed forms must be returned to the Town Clerk before the meeting is called to order to be considered.  
Thank you for your concern and participation in our municipal government.

APRIL 8, 2024  
PLANNING COMMISSION MEETING  
TOWN OF WATERFORD  
415 N. MILWAUKEE ST., WATERFORD, WI

TOWN HALL

5:00 PM

Join Zoom Meeting

<https://us02web.zoom.us/j/89008943522?pwd=dXFoNk9CSS9zQW5USWRpQS9yVFBOQT09>

Meeting ID: 890 0894 3522

Passcode: 696398

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MARCH 4, 2024 MINUTES AS PRESENTED
4. PIER PERMIT- JENKS, 29040 KRAMER DR.
5. PIER PERMIT- FARRELL, 6528 CHANNEL RD.
6. CHICKEN PERMIT- TERHARK, 4959 BAYFIELD DR.
7. CONDITIONAL USE PERMIT RENEWAL- PAYNE & DOLAN, 34422 HIGH DR.- NO CHANGE IN THE SCOPE OF OPERATION
8. CSM- McCARTHY/BLACKBURN, HONEY CREEK RD.- VACANT LAND ADJACENT TO 3430 HONEY CREEK RD.
9. CSM/REZONING- VAN VALIN, VACANT LAND ADJACENT TO 29218 N. LAKE DR.- REZONE FROM A-3 (GENERAL FARMING III) TO C-2 (UPLAND RESOURCE CONSERVATION DISTRICT)
10. CONCEPTUAL CSMs-BECK, 4801 NORTHWEST HWY.- REQUEST FOR TWO SEPARATE SPLITS
11. DISCUSSION & POSSIBLE ACTION RE: POTENTIALLY MOVING PLANNING COMMISSION TO 5:30 PM THE SAME NIGHT AS TOWN BOARD.
12. CORRESPONDENCE/PUBLIC COMMENTS
13. FORTH COMING EVENTS-

“Requests from persons with disabilities who need to participate in this meeting or hearing should be made to the Town Chairperson Office at 534-1871 with as much notice as possible”

TOWN BOARD MAY BE IN ATTENDANCE

This notice is subject to amendment up and to the time applicable as allowed by law. Please check with Town Clerk for any changes.



## 6.13 Special Events

### (1) Definitions

A special Event is classified as any activity open to the public that uses public roadways, waterways, rights of ways, sidewalks, parks or other public property, or events which may require increased level of Town services, including Law Enforcement, Fire/EMS, or DPW. Such activities include but are not limited to carnivals, auctions, concerts, fairs, festivals, parades, or sporting events. This does not include weddings, family parties, etc. where a park permit is obtained, and it is not open to the public.

An Event Coordinator is the individual identified as the point of contact who will be onsite during the event.

### (2) Permit Required

a. No person or organization shall conduct a Special Event without first obtaining a Special Event Permit. Permits are valid for the specific dates, times, locations, and activities specified in the permit.

b. A Special Events Permit under this ordinance does NOT satisfy the requirements of other Town or County Ordinances or State Statute.<sup>5</sup>

### (3) Application

#### a. Requirements

1. Application for Special Events shall be filed with the Town Clerk at least 60 days in advance of the proposed event. Incomplete applications may be refused.

2. Permit fees are required at the time of application. Fees shall be set from time to time by the Town Board. Fees are non-refundable unless special circumstances as determined by the Town Board.

3. The application form may be modified from time to time by the Town Board. Only current forms will be accepted.

#### b. Process

1. Upon receipt of application and fee, the Town Clerk shall distribute the application to Law Enforcement, Fire/EMS, and DPW for review and comment.

*Want know fee yet?*

2, Law Enforcement, Fire/EMS, and DPW shall complete their review and submit to Town Clerk within 15 days.

3. The Town Board shall then review the application and department comments. The Town Board shall approve the permit, deny the permit, or approve with conditions. Once approved, the Town Clerk shall issue the permit.

#### C, Restrictions

1. No permit shall be issued to any individual less than 18 years of age/21 if alcohol is being served or sold.

2. No permit shall be issued to an applicant or sponsor who has had a permit revoked within 2 years of date of application.

#### 4. Permit Conditions

a. Liability Insurance. The Special Event sponsor is required to obtain liability insurance. Proof of comprehensive general liability insurance which names and endorses the Town of Waterford, its officers, agents, employees and contractors as an additional insured (pa) shall be submitted to the Town Clerk no later than 20 days before the Event. The applicant shall inform the Board of any changes to the terms of coverage. Any changes will require Town Board approval.

b. Indemnification. The applicant and Event sponsor agree to hold harmless the Town of Waterford, its officers, agents, employees and contractors against all claims, liability, loss, damage or expense including attorney fees incurred by the Town for any damage or injury to person (s) or property caused by or directly resulting from the activities for which the permit was granted.

c. Town Services. All requests by applicants for Town Services must be made at the time of application. The applicant shall be responsible for ensuring sufficient staffing to provide assistance with crowd control, parking, sanitation, and medical services. The department review process shall determine the appropriate level of staffing required. Reimbursement to the Town for use of Law Enforcement, DPW, and Fire/EMS services shall cover the full cost of the services so as the Town is not subsidizing the event, The Town Board does have authority for discretionary donation of services for certain events.

d. Cleaning/Damage Deposit. The Town may require the applicant to submit a cleaning/damage deposit not to exceed \$200/day, due 14 days prior to the event. The deposit shall be refunded to applicant within 30 days of the event if it is determined no cleanup or repair was required by the Town.

14 to match deposit?

?

7 Sect

e. Noise. Special Events must comply with Town quiet hours and noise ordinances set forth in 5.06. Requests to modify shall be made with the application and shall be reviewed by the Town Board.

f. Notice. The Town may require the applicant to provide written notice to neighboring property owners or tenants as determined during the departmental review process at least 15 days prior to the Town Board meeting that the permit is scheduled to be reviewed. This notice shall include date and time of event, location, and sponsor name and contact number.

Chief or designee?  
T.B.'s

g. Parking. All parking must comply with Town Ordinance 3.04. Special requests for overflow on street parking may be granted upon review of Town Police Department and Town Board, On site parking shall be utilized first and every attempt shall be made to keep vehicles off of Town roads. Using a nearby parking lot and a shuttle is one possibility. On street parking shall place vehicles as far off the road as possible, as to not block the flow of traffic and to allow emergency vehicles adequate room to pass. Special Event coordinator must present parking plan along with the permit application to be reviewed by Police Department and Town Board. The Town Board may approve or deny the request based upon public safety or nuisance concerns.

5. Limitation or Termination. The Town may take any action necessary to ensure public safety and peace including limited capacity or terminating the event if it is determined to be a public safety hazard or nuisance by law enforcement, fire or medical personnel or if there are any violations of any ordinance, statute, or condition of permit.

6. Exclusions. This Ordinance does NOT apply to

a. funerals and funeral processions

b. Sanctioned school events held by Waterford Area Schools

c. Events sponsored by the Town of Waterford or a Town Agency

~~or a Town Agency~~ ?

d. Private Events held at a Town Park where a reservation has been granted,

# Car Show

**Waterford Town Park**-located at 8424 Jensen Pkwy.  
415 N. Milwaukee St., Waterford, WI 53185  
Phone: (262) 534-2350 Fax: (262) 534-6606  
Email: [hstratton@townofwaterford.net](mailto:hstratton@townofwaterford.net)

**Town Use Only**

Rental Payment: \$ \_\_\_\_\_ Check # \_\_\_\_\_  
Deposit Payment: \$100.00 Check # \_\_\_\_\_  
Deposit Returned: \_\_\_\_\_  
Comments: \_\_\_\_\_

*Large/special events, tournaments and practices need to complete the "Large Event/Tournament" application.*

**Reservation Application and Permit**

Reservation Date: 8/25/24 Start Time (include set-up): 8/22/24 End Time (include clean-up): 8/26/2024

Applicant/Responsible Party: TICKETION LADY LIONS CLUB Date of Birth: —

Driver's License or other ID (specify): \_\_\_\_\_ Organization Name: \_\_\_\_\_

Address: 6710 BIG BOND RD City: WATERFORD State: WI Zip: 53185

Phone: 414-399-6943 Email: KSZIKINSKI@gmail.com

I am  am not  a resident of the TOWN of Waterford. (Must show proof of address on ID)

**Rental Requested (check all that apply)**

West Pavilion (25' x 35')  South Pavilion (40' x 60')

**Baseball Diamonds:**

Field 1  Field 2  Field 3  Field 4

Other: ENTRANCE PARK

**Rental Fees, Deposit & Rules**

Town Resident: \$75.00 per day (Non-refundable) Non-resident: \$100.00 per day (Non-refundable)

Town residents and non-residents are required to submit a \$100 deposit, separate from the rental fee. The deposit will be returned once it has been determined that the facility has been cleaned and that there has been no damage to Town property.

Please do not leave full trash cans. If trash cans are full, please place in the dumpster that is on site. The trash containers use 55 gallon bags. You may purchase your own, or you may pick up additional bags, prior to your reservation, at the Town Hall.

- Notice of Park Rules:
- No alcoholic beverages are allowed on the park grounds
  - No glass containers are allowed
  - No littering is allowed
  - No parking is allowed on the grass areas
  - The park closes at dusk
  - Unreasonable noise is prohibited

By signing this application:

I certify that all the information I have provided is accurate, and I consent to the investigation of the information by the Town and/or law enforcement officials; I assume full responsibility for the area of the Park reserved herein, including proper use, clean up and removal of excess trash. I hereby indemnify the Town of Waterford against all liability and/or loss arising out of injury to any person or damage to any property arising out of this reservation and/or use of the Park; and I understand that this permit is not valid unless it is signed by a Town official.

Applicant's Signature: [Signature] Date: 10/27/24

Town Approval \_\_\_\_\_ Date \_\_\_\_\_

**Waterford Town Park**-located at 8424 Jensen Pkwy.  
415 N. Milwaukee St., Waterford, WI 53185  
Phone: (262) 534-2350 Fax: (262) 534-6606  
Email: [hstratton@townofwaterford.net](mailto:hstratton@townofwaterford.net)

Town Use Only
Rental Payment: \$ _____ Check # _____
Deposit Payment: \$150.00 Check # _____
Deposit Returned: _____
Comments: _____

**Tournament & Large Event Reservation Application and Permit**

Reservation Date(s): June 29th Start Time (include set-up): 6AM End Time (include clean-up): 10PM

Event Name: Waterford Balloonfest 2024

Applicant/Responsible Party: Greg Horeth Date of Birth: 6/7/1956

Driver's License No: H630-2905-6207-01 Organization Name: Michigan Lake & Snow Charities

Organization Address: Big Bend Road City: Waterford State: WI Zip: 53185

Primary Contact Phone: 847-652-2759 Email: gjhoreth@outlook.com

**Rental Requested (check all that apply)**

West Pavilion (25' x 35')  South Pavilion (40' x 60')

Baseball Diamonds:

Field 1  Field 2  Field 3  Field 4

Other: Entire Park

**Rental Fees, Deposit, Requirements & Rules**

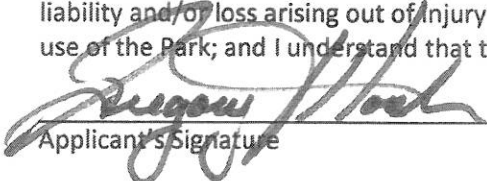
Rental fee is \$150/day. A separate \$150 deposit is required. The deposit will be returned once it has been determined that the facility has been cleaned and that there has been no damage to Town property.

- Applicant is to provide a Certificate of Liability Insurance including the Town of Waterford as an additional insured. Certificate to be reviewed and approved by the Town of Waterford Attorney.
- Applicant is responsible, at their expense, to have a dumpster on site to accommodate garbage. ALL GARBAGE MUST BE DISPOSED OF! Please coordinate with the Town of Waterford Department of Public Works at 262-534-5705.
- Applicant is responsible, at their expense, to have additional portable sanitary facilities, if needed. Please coordinate with the Town of Waterford Department of Public Works at 262-534-5705.

- Notice of Park Rules:
- No alcoholic beverages are allowed on the park grounds
  - No glass containers are allowed
  - No littering is allowed
  - No parking is allowed on the grass areas
  - The park closes at dusk
  - Unreasonable noise is prohibited

By signing this application:

I certify that all the information I have provided is accurate, and I consent to the investigation of the information by the Town and/or law enforcement officials; I assume full responsibility for the area of the Park reserved herein, including proper use, clean up and removal of excess trash. I hereby indemnify the Town of Waterford against all liability and/or loss arising out of injury to any person or damage to any property arising out of this reservation and/or use of the Park; and I understand that this permit is not valid unless it is signed by a Town official.

 Greg Horeth  
Applicant's Signature Date

\_\_\_\_\_  
Town Approval Date

Name of Applicant: Tichigan Lions Club

Mailing Address: 6710 Big Bend Rd.

Telephone: \_\_\_\_\_ Cell: 847-652-2759

Property Owner(s): Lions

Mailing Address: Tichigan Lions Civic Center-Big Bend Road

Telephone: \_\_\_\_\_ Cell: 847-652-2759

Address/Location of Property:  
Jensen Park

Tax Key No: \_\_\_\_\_

Present Zoning Classification: n/a Proposed Zoning: n/a

Present Land Use: n/a

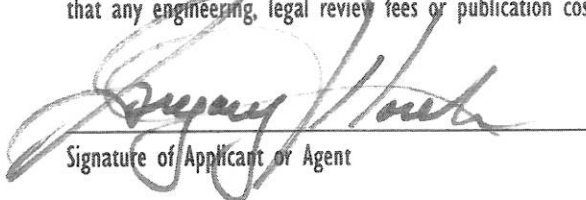
Proposed Land Use: n/a

Please check the following as it applies to this application

<input type="checkbox"/> Site Plan	<input type="checkbox"/> Final Plat	<input checked="" type="checkbox"/> Town Variance
<input type="checkbox"/> Site Grading Plan	<input type="checkbox"/> Certified Survey Map	<input type="checkbox"/> Pier/Raft Permit
<input type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Developer's Agreement	<input type="checkbox"/> Conceptual Plans
<input type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Rezone	<input type="checkbox"/> Other

I (We) hereby make application to the Town of Waterford for the above referenced property. I do hereby swear or affirm that the information provided here and above is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand that the Town of Waterford reserves the right to enforce and all ordinances. I further understand that it is my/our responsibility to conform to all Town of Waterford Ordinances and Racine County, if applicable, in full. I hereby acknowledge that all requirements of the Town of Waterford shall be adhered too. I (we) have read this document and understand its content and have voluntarily completed this application.

I understand that this form shall be on file in the office of the Town Clerk by 4:00 pm on the 16<sup>th</sup> day BEFORE the meeting on which I desire to be heard or as required by Local Ordinance, whichever is longer. The Planning Commission meetings are held the first Monday of each month (meetings are held on Tuesday if Monday is a holiday- see Clerk for details). Furthermore, I understand that any engineering, legal review fees or publication costs associated with this project may be charged to me.

  
Signature of Applicant or Agent

11/11/23  
Date

WRITTEN SUMMARY

In detail, provide a summary of the proposed project in the space provided below. (Please type or print legibly.)

The TLLC will be hosting the 2024 Balloonfest the same as in 2023. This is a community

We will be featuring balloons, helicopter rides, KidZone activities, Drone Racing, etc.

Date: \_\_\_\_\_

AUTHORIZATION OF PROPERTY OWNER

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:

\_\_\_\_\_  
\_\_\_\_\_

Town of Waterford, Racine County

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION FOR PLANNING COMMISSION REVIEW.

Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

Telephone No. of Applicant: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print Name of Owner

—————  
Date: \_\_\_\_\_

AUTHORIZATION OF ATTORNEY

THIS SERVES TO CERTIFY THAT AS AN ATTORNEY-AT-LAW, I HAVE BEEN AUTHORIZED BY THE OWNER(S) TO FILE THE ATTACHED APPLICATION FOR THE PROPERTY LOCATED AT:

\_\_\_\_\_

Town of Waterford, Racine County

\_\_\_\_\_  
Name of Attorney

\_\_\_\_\_  
Bar No.

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address



# 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

Application Date: 05/03/2023

Town  Village  City of Waterford

County of Racine

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 \_\_\_\_\_ and ending \_\_\_\_\_ 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  
 Veteran's Organization  Fair Association or Agricultural Society  
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Tichigan Lions Club-Charities

(b) Address 6710 Big Bend Rd.  
(Street)  Town  Village  City

(c) Date organized \_\_\_\_\_

(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 Mike Duhamel

Vice President \_\_\_\_\_

Secretary Greg Horeth

Treasurer Jim Filicetti

(g) Name and address of manager or person in charge of affair: Greg Horeth-29308 Forest Isle Lane Waterford 53185

## 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 Town Park/Jensen Park

(b) Lot Entire park Block \_\_\_\_\_

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

(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 Waterford Balloonfest 2024

(b) Dates of event 6/28-6/30/2024

## DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer [Signature]  
(Signature / Date)

Tichigan Lake Lions/Charities  
(Name of Organization)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

**TOWN OF WATERFORD**  
415 N. MILWAUKEE ST.  
WATERFORD, WI 53185  
PH: (262) 534-2350  
**SPECIAL EVENTS PERMIT APPLICATION**

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**Special Event:** As defined by Chapter 6 of Town Code this term includes, but is not limited to, conduct, exhibit, operate or maintain within Town limits: any circus, menagerie, carnival, play, game, contest, theatrical performance, theater, concert, athletic event; any contest of speed, skill or endurance on land or water; any type of performance involving dancing or body movement; or any other type of public amusement, show or performance, where the public or members of clubs and organizations are invited or present, without first obtaining a permit as provided for under this section.

Name of Event: Waterford Balloonfest 2024

Date(s) of Event: June 29h 2024 Start Date: June 28th End Date: June 30th

Name of Organization (*list out contact information for all partners, officers and directors if the organization is a partnership or corporation*): Tichigan Lions Club

Address: 6710 Big Bend Rd. City: Waterford State: WI Zip: 53185

E-Mail Address of applicant: gjhoreth@outlook.com

Contact Person (Day of event): Greg Horeth

Address: 29308 Forest isle Lane City: Waterford State: WI Zip: 53185

E-Mail: gjhoreth@outlook.com Home Phone: \_\_\_\_\_ Cell Phone: 847-652-2759

Time event will begin: 6AM Time event will end: 10PM

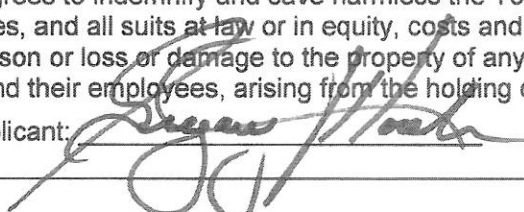
**Site plan information.** Attach a detailed map/diagram of the event and indicate the location of the following: event vendors (e.g. food, alcohol); parking accommodations (on and off site); proposed road closures; signage, emergency vehicle access.

Estimated attendance at the event: 7,000pp

Will there be outdoor music at the event? Yes  No \_\_\_\_\_ Hours/days: 2PM -8PM

Other submittal items:

The applicant agrees to indemnify and save harmless the Town from and against all liabilities, claims, demands, judgments, losses, and all suits at law or in equity, costs and expenses, including reasonable attorney fees, for injury or death of any person or loss of damage to the property of any person, firm, organization or corporation, including both parties hereto and their employees, arising from the holding of such special event.

Signature of applicant: 

Date: 11/11/25



# Tichigan Lake Lions Club

## FOOD VENDOR CONTRACT

Date of this Contract: 1-17-24 Title of "Event": Waterford Balloonfest  
Host: Tichigan Lake Lions Club Date of Event: June 29<sup>th</sup> 2024  
(TLLC)  
Event Address: Waterford Town Park Time of Event: \_\_\_\_\_  
Jensen Parkway  
Waterford, WI 53185

Vendor will participate in the event listed above for the time duration stated above. The timing of the event does not include set-up and breakdown. The time mentioned above is for service time.

Vendor's Full Legal Name: DALE MCGILVARY  
Vendor's d/b/a if different: MRS B'S  
Vendor's Address: 468 RIVERMOOR DRIVE WATERFORD WI 53185  
Event's Contact Phone: 262-210-3136

Approved Vendor services: See attached Proposal or Estimate "You" means the Vendor. "We", "us" and "our" mean Host and its employees and/or agents. You and we agree that:

1. You will be present and fully operational to provide the services at the Event. We will provide you with a designated space from which to provide your services from your food truck/work space. You will have all required permits and licenses, including but not limited to, a mobile food license.
2. You will:
  - a. Provide all food merchandise and staff.
  - b. Follow our rules and instructions, including but not limited to the attached Terms and Conditions.
  - c. Provide services from the times mentioned above on the date of the Event.
  - d. Work from the space we assign to you and arrive at the time you are assigned.
  - e. Obey all laws.
3. You will return your assigned space in the same condition as when you arrived. Any damage to the space, including but not limited to staining from the operation of the food cart or truck, will be fully remedied at your expense.
4. You will provide the food and/or beverages listed on your Proposal. You will not sell or display/provide any other kinds of merchandise. We can remove any merchandise that we have not approved. We will not be responsible for safeguarding any removed merchandise.
5. Any security we provide is for our sole benefit. You take all risk of loss or damage to your merchandise or other property, no matter how it is caused. You must obtain any insurance you want for your merchandise and other property. If your property is lost, stolen or damaged, you will not look to us for payment or reimbursement.
6. You agree to pay Host a \$250.00 non-refundable guarantee when returning this contract. The guarantee covers your sales up to \$2500. Any additional sales over \$500, you agree to pay the Host 10% of those sales, as set forth in the Proposal, for your participation in the Event.
7. Any changes to this Contract must be in writing and signed by both parties.
  - a. Host: TLLC
    - i. By:
    - ii. Name:
    - iii. Date:

- b. Vendor:
  - i. By:
  - ii. Name:
  - iii. Date:

8. Proposed Inventory

- a. Please list your anticipated menu and/or services:

FUNNEL CAKES

WALKING TACO'S

SODA + WATER

9. Beverage Sales must follow the following guidelines:

- a. Soda's/Gatorade/etc. will be sold at \$3
  - i. All containers should be 20oz.
- b. Water will be sold at \$2
- c. **"No alcohol will be permitted"**
- d. No Glass containers will be permitted to be sold

10. Parking of Personal Vehicles:

- a. In addition to the vehicle being used for food service, you will receive one additional parking permit pass for a personal vehicle that will need to be parked in the "General Parking" facilities set up for the event. Any additional needed will be required to pay the \$10 parking fee per vehicle established for the event.

11. Terms and Conditions

**Location:** Food trucks for the Event will be located at the Waterford Park on Jensen Parkway. You will be guided to your space on arrival.

**Attendance:** If you are unable to provide services at the Event, you must notify Chuck Torosian (Host Contact) as soon as possible prior to the Event at 262-930-8289.

**Weather Policy:** The Event will operate rain or shine; however, the Event may be cancelled due to inclement weather as determined in the Host's sole and absolute discretion. Notification of cancellation will be provided by 10 am on the day of the Event. The Event may or may not be rescheduled for a later date.

**Merchandise:** Host reserves the right to approve and deny merchandise/produce/goods that have not been approved through the Proposal. Host, its agents, or its employees will not be responsible for safeguarding merchandise.

**Operations and Damages:** You are fully responsible for ensuring that your assigned space in at the Event is left in the same condition at the end of the Event as when you arrived. Any damage to Host's property, including but not limited to staining from the operation of the food cart or truck, will be fully remedied at your expense.

**Health Inspections:** Vendors must provide the Host with a copy of their mobile food license within two (2) business days from the date of this Contract. Vendors are expected to follow all rules and regulations as set-forth by Racine County. Vendors must comply with all County Health Inspectors and their agents.

**Security:** You assume all risk of loss or damage to merchandise or other property, regardless of cause. The Host is not responsible for property that is lost, stolen or damaged.

**Media Release:** By signing this Vendor Contract and by participating in the Event, you agree to the following statement:

*I hereby give my consent to all photographs, audio recordings, academic work and/or video recordings taken of me or my staff. I understand that any such photographs, audio recordings, academic work, and/or video recordings become the property of Host and may be used by Host, or others with their consent, for educational, instructional or promotional purposes determined by Host in broadcast and media formats now existing or created in the future.*

**Trash:** Trash receptacles will be placed throughout the Event for use by attendees. Host is unable to provide individual trash receptacles for Vendors. Vendors are expected to take their business' trash with them at the end of the Event and not use Host's trash receptacles.

**Indemnification:** You agree to indemnify, defend, and forever save and hold harmless Host and its affiliates or related entities, and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors and volunteers, from and against any and all damages, claims, losses, demands, costs, expenses (including attorney's fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the Indemnities may suffer or incur arising from your acts or the breach of any agreement, obligation, warranty or representation made herein, or for claims not closely related to our duties under this Agreement, except to the extent such claims arise from our negligence or willful misconduct. The foregoing indemnification shall survive any termination or the expiration of the term of this Contract.

**Insurance:** Prior to participation in the Event, you will deliver to Host current certificates of insurance (and original additional insured endorsements with respect to the insurance described in clauses (ii) and (iii), below) which evidence that you are carrying

(i) workers' compensation insurance in statutory amounts, together with Employer's Liability coverage with limits not less than \$1,000,000 bodily injury by accident (each accident), \$1,000,000 bodily injury by disease (policy limit) and \$1,000,000 bodily injury by disease (each employee);

(ii) a commercial general liability insurance policy, including contractual liability coverage, in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and

(iii) automobile liability insurance covering all owned, non-owned and hired vehicles in an amount of at least One Million Dollars (\$1,000,000) per accident. The insurance policies described above in clauses (ii) and (iii) shall be endorsed to name Host shall be named as additional insureds, shall be primary and non-contributing with any other insurance available and shall be issued on an occurrence basis, and shall contain a full waiver of subrogation clause. All insurance referred to in this Section to be carried by you shall be with financially responsible insurance companies.

**Vendor/Supplier:**

Vendor's Full Legal Name: DALE MCGILVERCY Date: 1-17-24

Signature of Authorized Representative Dale McGilvercy

Printed Name of Authorized Representative \_\_\_\_\_

**Tichigan Lake Lions Club:**

Authorized Signature \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

## TOWN OF WATERFORD MUNICIPAL ROOF BIDS

### **Bidder- Infinity Roofing**

Sealed bid delivered and opened on March 22 2024 at 10 am at WSD office

Persons present: Dan Dickinson, Teri Nicolai, Lou Falcone and Tina Mayer

### **BIDS**

Metal Roof - \$172,551

Asphalt Roofs

- Landmark \$63,100.61
- Landmark PRO \$65,717.32
- Northgate \$69,568.86

Gutters - \$9,669.00

Soffit/Facia- \$12,429.00



**Metal (6)**  
**Steel Standing Seam**

**-Lifetime limited warranty**

- Rib Size: 1" or 1-1/2"
- Panel Surface: Ribbed Flat
- Finish: Acrylic Galvalume, -Silicone Modified Polyester, Kynar 500®
- Gauge: 24

**\$172,551**

Initial for this system \_\_\_\_\_

(Select a package)

CertainTeed  
**LANDMARK**

CertainTeed Landmark

\$63,100.61

- 50yr Non-prorated Material, Labor and Workmanship Warranty!
- 50 Point Follow-up inspection
- Upgrade to shadow hip and ridge cap shingles
- Upgrade to Winterguard Ice barrier
- Upgrade to synthetic underlayment
- 130MPH wind resistance
- Install new gutter apron
- 225lbs per square
- 25yr Algae warranty

CertainTeed  
**LANDMARK PRO**

CertainTeed Landmark PRO

\$65,717.32

- 50yr Non-prorated Material, Labor and Workmanship Warranty!
- 50 Point Follow-up inspection
- Upgrade to shadow hip and ridge cap shingles
- Upgrade to Winterguard Ice barrier
- Upgrade to synthetic underlayment
- 130MPH wind resistance
- Install new gutter apron
- Free yearly roof inspection
- Maximum color definition
- 130MPH wind warranty
- 235lbs per square
- 30yr Algae warranty

CertainTeed  
**NORTHGATE**

CertainTeed Northgate

\$69,568.86

- 50yr Non-prorated Material, Labor and Workmanship Warranty! Impact resistant!
- Impact resistant shingle!
- SBS modified shingle.
- 50 Point Follow-up inspection
- Upgrade to shadow hip and ridge cap shingles
- Upgrade to Winterguard Ice barrier
- Upgrade to synthetic underlayment
- 130MPH wind resistance
- Install new gutter apron
- Free yearly roof inspection
- Maximum color definition
- 130MPH wind warranty
- 249lbs per square
- 30yr Algae warranty

*\*\*\*50 year warranty for residential asphalt structures only. Commercial buildings drop to 30 year asphalt coverage.\*\*\* (5)*

**LIFETIME WORKMANSHIP WARRANTY (11)**





**\*\*\*ALL WORK TO BE DOWN ON TOWN HALL MAIN BUILDING ONLY (EXCLUDES ATTACHED GARAGE AND TPO / EPDM ROOFS)**

## METAL ROOFING SCOPE OF WORK:

- Secure all necessary permits for construction. Follow all OSHA regulations for worker safety.
- Furnish and install high temp. & high tack ice and water barrier on the entire surface where metal roof to be installed. (8)
- Fasteners will be hidden.
- Furnish and install 24ga. 1.5" rib metal roof system in prefinished kynar 500 finish in accordance with all manufacturer specifications. Color to be: \_\_\_\_\_
- Furnish and install kynar coated head flashings with cover metal to match roof color.
- Furnish and install shop fabricated kynar coated trim/edge detail on rake edges and eaves in matching color.
- Furnish and install a kynar coated metal vented ridge cap.
- Dispose of debris while exceeding all OSHA requirements for worker and pedestrian safety. Infinity Exteriors responsible for dumpster services. Dumpster will be placed within a reasonable distance from work being performed. (12)

## ASPHALT ROOFING SCOPE OF WORK:

- Secure all necessary permits for construction.
- Protect property using plywood against the home and tarps draped from gutter lines.
- Tear-off all areas of existing roofing material down to the wood deck below. (Town Hall) \*All asphalt shingles will be recycled and not sent to the landfill. (1)
- Dispose of debris off-site while exceeding all OSHA requirements for worker and pedestrian safety. Infinity Exteriors LLC will provide waste removal services. Containers will be placed in the parking lot under local ordinance and removed upon completion of work.
- Inspect all decking and remove/replace any deteriorated wood decking at a rate of \$4 per linear foot of roof boards and \$85 per sheet of OSB. (4)
- Furnish and install WinterGuard granular ice and water barrier extending up 2 row(s) from the gutter line. Ice and water barrier will also be installed around all roof penetrations and at the roof to wall intersections. (8)
- Furnish and install new RoofRunner high quality synthetic roofers underlayment. (8)
- Furnish and install new starter shingles on all gutter and drip edges.



- Furnish and install new Shadow Ridge matching cap shingles on all ridges and hips of town hall.
- Furnish and install new drip edge metal where applicable.
- Furnish and install new pre-finished W-style metal valleys.
- Furnish and install new PROPER sewer vent pipe flashings.
- ALL new roof to wall flashing will be installed PER MANUFACTURER REQUIREMENTS with pre-finished metal step flashing tins (Preferred and Infinite Systems). If we are not replacing siding and existing step flashing cannot be removed without destroying it, existing step flashing will be nailed in place and new step flashing will be installed over the top.
- Furnish and install CertainTeed shingles in the color of your choice according to the manufacturer's printed instructions manual.
- Furnish and install new box exhaust vent(s) to MEET BUILDING CODE. Town Hall does not have enough ridge to support a ridge vent per manufacturer specifications.
- Clean up and haul away all debris. A magnet will be used to retrieve loose nails. (3) (12)

**Gutter Scope of Work: (9) Circle one: Town Hall Main Building (doesn't include garage)**

- Remove and dispose of the existing gutter system.
- Install new 5" seamless aluminum gutters with screws.
- Install new large 4" downspouts in existing locations unless otherwise noted.
- Gutters and downspouts to be installed in \_\_\_\_\_ color.

Cost \$9,669 Int. \_\_\_\_\_

**Soffit and Fascia Scope of Work: (7) Circle one: Town Hall Main Building (doesn't include garage)**

- Furnish and install new triple 4in aluminum soffit panels in \_\_\_\_\_ color.
- Furnish and install custom bent fascia metal in \_\_\_\_\_ color.

Cost \$12,429 Int. \_\_\_\_\_



Racine County Intergovernmental Cooperation Council

**RESOLUTION NO. XXX**

**Resolution Supporting the Credentialing of Shepherds College to Allow  
Access to Pell Grants and Federal Work Study Opportunities**

**WHEREAS**, people with intellectual and developmental disabilities are an underserved group with unrealized potential due to the lack of suitable and effective training programs and meaningful opportunities to contribute to society.

**WHEREAS**, established in 2008, Shepherds College provides accredited occupational training for students with intellectual and developmental disabilities in a specifically designed learning environment.

**WHEREAS**, Shepherds College serves students with intellectual and developmental disabilities from Racine County, the State of Wisconsin, and across the United States (students from 36 states to date).

**WHEREAS**, Shepherds College graduates are gainfully employed at a rate of over 80%, four times the national average for people with intellectual and developmental disabilities.

**WHEREAS**, the Shepherds College experience has empowered hundreds of graduates to live more fulfilling lives, which involve gainful employment, appropriate independent living, community involvement, participation in a faith community, and service to God and others.

**WHEREAS**, Shepherds College is becoming a more prominent member of Racine County, with partnerships and stakeholders throughout the county.

**WHEREAS**, as a specialized post-secondary school, Shepherds College cannot qualify as a Comprehensive Transition Program and thereby provide its students with intellectual and developmental disabilities access to Pell Grants and Federal Work Study opportunities.

**WHEREAS**, in 2011, Shepherds College was deemed eligible to participate in Federal Student Aid by meeting the requirements of securing state authorization and attaining accreditation through a U.S. Department of Education authorized accreditor.

**WHEREAS**, the U.S. Department of Education has now reversed their decision of 2011 and determined that Shepherds College and its students are no longer eligible to participate in Federal Student Aid.

**NOW, THEREFORE BE IT RESOLVED**, that the **Municipality Board** respectfully requests that U.S. Representative Bryan Steil and his fellow congressional

representatives pursue the creation of a pathway for students with intellectual and developmental disabilities who attend Shepherds College and similarly credentialed specialized post-secondary schools and programs across the nation access to federal grant opportunities as a means of financial assistance for their continued education and the personal pursuit of their hopes and dreams of a meaningful and fulfilling life.

**BY ORDER OF THE MUNICIPALITY BOARD**

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**ATTEST:**

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DRAFT