



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

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

MONDAY, JUNE 3, 2024 AT 6:45 PM

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

AGENDA

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

- I. Village Board Committee of the Whole**
 - a. Call to Order
 - b. Roll Call
 - c. Village Board Committee of the Whole & Committee Meeting Minutes of May 6, 2024
- II. Building, Zoning & Ordinance Committee – Jaramillo, Wright, D'Alessandro (10 Min.)**
 - a. Call to Order
 - b. Roll Call
 - c. Consideration and Possible Action on An Ordinance Repealing Sections 22-1 Through 22-6, and Amending Sections 1-4D. (2), 19-2G. (1) and 19-5 of the Code of Ordinances of the Village of Williams Bay Relating To the Municipal Court. Abolishing the Williams Bay Municipal Court
 - d. Adjourn
- III. Water & Sewer Committee – Umans, Jaramillo, Vlach (10 Min.)**
 - a. Call to Order
 - b. Roll Call
 - c. Consideration and Possible Action on Lime Reactor Cleaning and Painting Project Change Order #1 From TMI Coatings
 - d. Engineers Report
 - e. Adjourn
- IV. Streets & Highways Committee – D'Alessandro, Russell, Vlach (10 Min.)**
 - a. Call to Order
 - b. Roll Call
 - c. Consideration and Possible Action on Roadway Functional Classification Changes

- d. Adjourn

V. Parks & Lakefront Committee – Russell, Wright, Umans (15 Min.)

- a. Call to Order
- b. Roll Call
- c. Consideration and Possible Action on a Edgewater Park Use and Policy Contract for the Williams Bay Fire Department Annual Chicken Roast July 18 through July 21, 2024
- d. Consideration and Possible Action on a Village Facilities Usage Policy
- e. Consideration and Possible Action on Proposed Kayak Rental Kiosk
- f. Adjourn

VI. Protective Services Committee – Vlach, Russell, Jaramillo (20 Min.)

- a. Call to Order
- b. Roll Call
- c. Consideration and Possible Action on a Temporary Class "B" and "Class B" Retailer's License for the Friends of Kishwaukee LTD for Harold Friestad KNC Retirement Party June 30, 2024
- d. Consideration and Possible Action on a Temporary Class "B" Retailer's License for the Williams Bay Fire Department for the Chicken Roast July 20, 2024
- e. Fontana Emergency Medical Services (EMS) Monthly Numbers
- f. Police Departments Monthly Numbers
- g. Police Chief's Monthly Report
- h. Adjourn

VII. Finance & Personnel Committee – Wright, D'Alessandro, Umans (45 Min.)

- a. Call to Order
- b. Roll Call
- c. Consideration and Possible Action on Farmland Lease Agreement Renewal with Charles Pearce Farms LLC
- d. Consideration and Possible Action on Proposed Waste Hauling Agreement Amendments: (1) Adding Garbage and Recycling Pick-up Carts for Certain Routes.
- e. Consideration and Possible Action on Non-Corporate Resolution Authorizations for Cetera Investments
- f. Consideration and Possible Action on Village Investments
- g. Consideration and Possible Action on Lime Reactor Cleaning and Painting Project Change Order #1 From TMI Coatings
- h. Consideration and Possible action on Baxter & Woodman Work Order 2326270 for Alta Survey
- i. Consideration and Possible Action on Proposed American Rescue Plan Act (ARPA) Projects
- j. Monthly Borrowings Status Report
- k. Adjourn

VIII. Village Board Committee of the Whole

- a. Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole)
 - 1. Consideration and Possible Action on Proposed American Rescue Plan Act (ARPA) Projects
 - 2. Non-Corporate Resolution R-33-24 Re: Authorizations for Cetera Investments
 - 3. Resolution R-34-24 Authorizing Farmland Lease Agreement Renewal with Charles Pearce Farms LLC

- 4.** Resolution No. R-32-24 Authorizing Temporary Class "B" and "Class B" Retailer's License for the Friends of Kishwauketoe LTD for Harold Friestad KNC Retirement Party June 30, 2024
- b.** Adjournment

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

Posted: 05/31/2024 5:00 PM



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Phone: 262-245-2700

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

**MONDAY, MAY 6, 2024 AT 6:45 PM
VILLAGE HALL COUNCIL ROOM
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191**

I. Village Board Committee of the Whole

a. Call to Order

President Duncan called the meeting to order at 06:42pm.

b. Roll Call

Present: President Bill Duncan, Trustees Lowell Wright, George Vlach, Robert Umans, Jim D'Alessandro, Adam Jaramillo, Steven Russell

Also Present: Administrator Lothspeich, Police Chief Timm, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Treasurer Wiese, Clerk Kolls

c. Village Board Committee of the Whole & Committee Meeting Minutes of April 1, 2024

The motion to approve the Village Board Committee of the Whole & Committee Meeting Minutes of April 1, 2024 was initiated by Trustee Umans and seconded by Trustee Wright. Unanimously carried.

II. Water & Sewer Committee – Umans, Jaramillo, Vlach (10 Min.)

a. Call to Order

Chairman Trustee Umans called the meeting to order at 06:43pm.

b. Roll Call

Present: Trustees Umans, Jaramillo, and Vlach

Also Present: President Duncan, Trustees Wright, D'Alessandro, and Russell, Administrator Lothspeich, Police Chief Timm, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Treasurer Wiese, Clerk Kolls

c. Water & Sewer Committee Meeting Minutes of March 26, 2024

The motion to approve the Water & Sewer Committee Meeting Minutes of March 26, 2024 was initiated by Trustee Vlach and seconded by Trustee Jaramillo. Unanimously carried.

d. Engineers Report

Village Engineer Doug Snyder presented the Engineer's report. The highlights were:

- Brief update on STH 67 Reconstruction: East-West Section
- Brief update on Women's Leadership Center

- Brief update on Water Plant Letter Flood Map Revision (LOMR) Assistance
- Brief update on Corrosion Control Study - Improvements to Water Plant
- Brief update on Lime Reactor Cleaning
- Brief update on Well 2 Pump Replacement
- Brief update on Geneva Lake Dredging at Southwick Creek
- Brief update on Willabay Meadows Development
- Brief update on Tennis and Basketball at Theatre Road Park
- Brief update on Harris Road Lift Station
- Brief update on Antenna Structure on Parcel WWUP 00021A
- Brief update on Park Place CSM and Water Main
- Brief update on Loch Vista Water Main

e. Adjourn

The motion to adjourn was initiated by Trustee Vlach and seconded by Trustee Jaramillo at 06:51pm. Unanimously carried.

III. Streets & Highways Committee – D'Alessandro, Russell, Vlach (15 Min.)

a. Call to Order

Chairman Trustee D'Alessandro called the meeting to order at 06:51pm.

b. Roll Call

Present: Trustees D'Alessandro, Russell, and Vlach

Also Present: President Duncan, Trustees Jaramillo, Wright, and Umans, Administrator Lothspeich, Police Chief Timm, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Treasurer Wiese, Clerk Kolls

c. Streets & Highways Committee Meeting Minutes of

1. March 26, 2024

The motion approve the Streets & Highways Committee Meeting Minutes of March 26, 2024, March 29, 2024 and April 15, 2024 was initiated by Trustee Russell and seconded by Trustee Vlach. Unanimously carried.

2. March 29, 2024

3. April 15, 2024

d. Consideration and Possible Action on Roadway Functional Classification Changes

The motion to table the Roadway Functional Classification Changes was initiated by Trustee D'Alessandro and seconded by Trustee Vlach. Unanimously carried.

e. Constance Blvd Use and Policy Contract for Women's Leadership Center at Williams Bay Groundbreaking Celebration Event July 19, 2024

The motion to approve the Constance Blvd Use and Policy Contract for Women's Leadership Center at Williams Bay Groundbreaking Celebration Event July 19, 2024 was initiated by Trustee Vlach and seconded by Trustee Russell. Unanimously carried.

The amended motion to recommend Village Board approval of the Constance Blvd Use and Policy Contract for Women's Leadership Center at Williams Bay Groundbreaking Celebration Event July 19, 2024 from 2pm to 9pm was initiated by Trustee Vlach and seconded by Trustee Russell. Unanimously carried.

f. Adjourn

The motion to adjourn was initiated by Trustee Vlach and seconded by Trustee Russell at 06:57pm. Unanimously carried.

IV. Parks & Lakefront Committee – Russell, Wright, Umans (40 Min.)

a. Call to Order

Chairman Trustee Russell called the meeting to order at 06:57pm.

b. Roll Call

Present: Trustees Russell, Wright, and Umans

Also Present: President Duncan, Trustees Jaramillo, D'Alessandro, and Vlach, Administrator Lothspeich, Police Chief Timm, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Treasurer Wiese, Clerk Kolls

c. Parks & Lakefront Committee Meeting Minutes of April 10, 2024

The motion to approve the Parks & Lakefront Committee Meeting Minutes of April 10, 2024 was initiated by Trustee Umans and seconded by Trustee Wright. Unanimously carried.

d. Consideration and Possible Action on a Edgewater Park Use and Policy Contract for the Williams Guy Forbeck Research Foundation Yoga and Family Fun in the Park June 22, 2024

The motion to recommend Village Board Approval of the Edgewater Park Use and Policy Contract for the Williams Guy Forbeck Research Foundation Yoga and Family Fun in the Park June 22, 2024 was initiated by Trustee Umans and seconded by Trustee Wright. Unanimously carried.

e. Consideration and Possible Action on a Edgewater Park Use and Policy Contract for the Williams Bay Fire Department Annual Chicken Roast July 18 through July 21, 2024

The motion to table the Edgewater Park Use and Policy Contract for the Williams Bay Fire Department Annual Chicken Roast July 18 through July 21, 2024 was initiated by Trustee Russell and seconded by Trustee Umans. Unanimously carried.

f. Consideration and Possible Action on Municipal Business Lease - Yoga on the Beach 2024

The motion to recommend Finance & Personnel Committee approval of the Municipal Business Lease - Yoga on the Beach 2024 was initiated by Trustee Russell and seconded by Trustee Wright. Unanimously carried.

g. Consideration and Possible Action on a Village Facilities Usage Policy

The motion to table the Village Facilities Usage Policy was initiated by Trustee Russell and seconded by Trustee Wright. Unanimously carried.

h. Consideration and Possible Action on Movies on the Beach

The motion to recommend Village Board approval of Movies on the Beach for the months of June, July and August was initiated by Trustee Umans and seconded by Trustee Wright. Unanimously carried.

i. Consideration and Possible Action on Civic Rec Proposal

The Civic Rec Program was briefly discussed by the Committee. No action was taken.

j. Consideration and Possible Action on Proposed Kayak Rental Kiosk

The motion to table the Proposed Kayak Rental Kiosk was initiated by Trustee Russell and seconded by Trustee Umans. Unanimously carried.

k. Consideration and Possible Action on Request from the Department of Natural Resources (DNR) for Mooring on Municipal Pier for Current Season 2024

The motion to recommend Village Board approval of the request from the Department of Natural Resources (DNR) for Mooring on Municipal Pier for Current Season 2024 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

l. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Wright at 07:17pm. Unanimously carried.

V. Protective Services Committee – Vlach, Russell, Jaramillo (20 Min.)

a. Call to Order

Chairman Trustee Vlach called the meeting to order at 07:17pm.

b. Roll Call

Present: Trustees Vlach, Russell, and Jaramillo

Also Present: President Duncan, Trustees D'Alessandro, Wright, and Umans, Administrator Lothspeich, Police Chief Timm, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Treasurer Wiese, Clerk Kolls

- c. Consideration and Possible Action on Change of Agent to Liquor License BB2024-001 for Aurora University d/b/a George Williams College

The motion to recommend Village Board approval of a Change of Agent to Liquor License BB2024-001 for Aurora University d/b/a George Williams College was initiated by Trustee Jaramillo and seconded by Trustee Russell. Unanimously carried.

- d. Consideration and Possible Action on a Temporary Class "B" Retailer's License for the Williams Bay Fire Department for the Chicken Roast July 18 - July 21, 2024

The motion to table the Temporary Class "B" Retailer's License for the Williams Bay Fire Department for the Chicken Roast July 18 - July 21, 2024 was initiated by Trustee Russell and seconded by Trustee Jaramillo. Unanimously carried.

- e. Consideration and Possible Action on a Temporary Class "B" and "Class B" Retailer's License for the Women's Leadership Center at Williams Bay for the Groundbreaking Celebration July 19, 2024

The motion to recommend Village Board approval of a Temporary Class "B" and "Class B" Retailer's License for the Women's Leadership Center at Williams Bay for the Groundbreaking Celebration July 19, 2024 for the hours of 4:00pm to 7:00pm was initiated by Trustee Russell and seconded by Trustee Jaramillo. Unanimously carried.

- f. Consideration and Possible Action on Resolution Authorization for the Sale of Surplus Village Property

The motion to recommend Finance & Personnel Committee approval of the Sale of Surplus Village Property was initiated by Trustee Russell and seconded by Trustee Jaramillo. Unanimously carried.

- g. Fontana Emergency Medical Services (EMS) Monthly Numbers

The Fontana Emergency Medical Services (EMS) March and April Monthly Numbers were reviewed by the Committee.

- h. Police Department Monthly Numbers

The Police Department Monthly Numbers were reviewed by the Committee.

- i. Williams Bay Police Chief's Monthly Report

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

- Hwy 50 from Lake Lawn to Hwy 67 will be closed down next year for approximately 4-6 months. It is proposed to begin April 1, 2025.
- The Williams Bay Police Department has almost a full fleet. Squad 292 will have new radios installed soon.
- The Williams Bay Police Department is preparing for the Republican National Convention (RNC) which will be coming in July. They are expecting a number of buses to come into Walworth County, which is expected to cause an increase in overtime.
- The Williams Bay Police Department's speed sign is not currently working. The estimated cost for a new one to replace it is \$3100.
- May 21, 2024 is the Fishery with the Williams Bay Elementary School

- j. Adjourn

The motion to adjourn was initiated by Trustee Jaramillo and seconded by Trustee Russell at 07:38pm. Unanimously carried.

VI. Finance & Personnel Committee – Wright, D'Alessandro, Umans (45 Min.)

- a. Call to Order

Chairman Trustee Wright called the meeting to order at 07:38pm.

- b. Roll Call

Present: Trustees Wright, D'Alessandro and Umans

Also Present: President Duncan, Trustees Jaramillo, Vlach, and Russell, Administrator Lothspeich, Police Chief Timm, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Treasurer

Wiese, Clerk Kolls

c. Finance & Personnel Committee Meeting Minutes of

1. March 26, 2024

The motion to approve the Finance & Personnel Meeting Minutes of March 26, 2024, April 11, 2024 and April 15, 2024 was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously carried.

2. April 11, 2024

3. April 15, 2024

d. Consideration and Possible Action on the Street Paving Program for Year 2024

The motion to recommend Village Board approval of the Street Paving Program for Year 2024 which includes Observatory Place, Clover Street, Lakewood Trails, East Geneva Street, and Cedar Point Drive not to exceed \$1,660,000 was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously carried.

e. Consideration and Possible Action on Municipal Business Lease - Yoga on the Beach 2024

The motion to recommend Village Board approval of the Municipal Business Lease - Yoga on the Beach 2024 was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously carried.

f. Consideration and Possible Action on Resolution Authorization for the Sale of Surplus Village Property

The motion to recommend Village Board approval of the Sale of Surplus Village Property was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously carried.

g. Consideration and Possible Action on Proposed American Rescue Plan Act (ARPA) Projects

The Proposed American Rescue Plan Act (ARPA) Projects was tabled until the next meeting.

h. Monthly Borrowings Status Report

The Monthly Borrowing Status Report was reviewed by the Committee.

i. Adjourn

The motion to adjourn was initiated by Trustee D'Alessandro and seconded by Trustee Umans at 08:07pm. Unanimously carried.

VII. Village Board Committee of the Whole

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

1. Consideration and possible action on: (1) Easement for Underground Electric and Communication and (2) Agreement for Issuance of Utility Construction Permit within Kishwaukee Nature Conservancy.

The motion to approve the Consideration and possible action on: (1) Easement for Underground Electric and Communication and (2) Agreement for Issuance of Utility Construction Permit within Kishwaukee Nature Conservancy was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

2. Consideration and Possible Action on Change of Agent to Liquor License BB2024-001 for Aurora University d/b/a George Williams College

The motion to approve a Change of Agent to Liquor License BB2024-001 for Aurora University d/b/a George Williams College was made by Committee, no second required. Unanimously carried.

3. Consideration and Possible Action on Municipal Business Lease - Yoga on the Beach 2024

The motion to approve the Municipal Business Lease - Yoga on the Beach 2024 was made by Committee, no second required. Unanimously carried.

4. Consideration and Possible Action on Approval of the Street Paving Program

The motion to approve the Street Paving Program for the Year 2024 which includes Observatory Place, Clover Street, Lakewood Trails, East Geneva Street, and Cedar Point Drive not to exceed \$1,660,000 was made by Committee, no second required. Unanimously carried.

5. Consideration and Possible Action on Resolution Authorization for the Sale of Surplus Village Property

The motion to approve the Sale of Surplus Village Property was made by Committee, no second required. Unanimously

carried.

b. Adjournment

The motion to adjourn was initiated by Trustee Vlach and seconded by Trustee Umans at 08:14pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

ORDINANCE #2024-_____
AN ORDINANCE REPEALING SECTIONS 22-1 THROUGH 22-6, AND AMENDING
SECTIONS 1-4D. (2), 19-2G. (1) AND 19-5 OF THE CODE OF ORDINANCES OF THE
VILLAGE OF WILLIAMS BAY RELATING TO THE MUNICIPAL COURT

WHEREAS, the Village of Williams Bay currently operates a Municipal Court pursuant to the authority of Chapter 755 of the Wisconsin Statutes; and

WHEREAS, it having been recommended to the Village Board by the Building, Zoning and Ordinance committee that the Municipal Court be abolished in order to avail the Village of the efficiencies of processing and prosecuting in the Circuit Court for Walworth County citations issued by the Village of Williams Bay for the violation of Village ordinances; and

WHEREAS, upon consideration of the Building, Zoning and Ordinance Committee recommendation, the Village Board having determined that the processing of prosecution of citations issued for violation of Village ordinances in the Circuit Court for Walworth County will adequately protect and advance the interests of the Village and provide for a fair hearing on the part of defendants, and will provide the Village with additional efficiencies in the processing of prosecution of said ordinance violations.

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

- Section I. Chapter 22, Sections 22-1 through 22-6 of the Code of Ordinances of the Village of Williams Bay are hereby repealed.
- Section II. Section 1-4D. (2) of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:
- (2) The forfeiture shall be as established by resolution of the Village Board which, in addition to the costs of prosecution, constitute the schedule of cash deposits for the ordinances listed therein. A copy of the forfeiture schedule shall be on file with the Municipal Clerk, Police Department and Clerk of Circuit Court.
- Section III. Section 19-2G. (1) of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:
- (1) That the alleged violator may make a cash deposit of a specified amount to be mailed to the Clerk of Circuit Court prior to their return date.
- Section IV. Section 19-4 of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:
- The schedule of cash deposits for use with citations issued under this chapter shall be as provided in §1-4D of this Code and such schedule shall be on file with the Municipal Clerk, Police Department and Clerk of Circuit Court.
- Section V. This ordinance shall take effect on May 1, 2025 which is the end of the term for which the Municipal Judge has been elected

Approved by the Village Board of the Village of Williams Bay this _____ day of _____, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

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

CHANGE ORDER NO. 1**PROJECT:** Lime Reactor Cleaning and Repainting**DATE OF ISSUANCE:** March 26 2024**OWNER:** Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191**ENGINEER:** Baxter & Woodman, Inc.
256 South Pine Street
Burlington, WI 53105**CONTRACTOR:** TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121**ENGINEER's Project No.** 222478.00

You are directed to make the following changes in the Contract Documents: Repair the lime reactor equipment by welding and then prepare the weld areas for coating. See attached Work Directive No. 1 dated December 4, 2023. This work was completed in the period between December 14, 2023, and December 19, 2023, and included efforts from Action Weld and Supply, LLC for the welding and TMI Coating, Inc. to prepare the welds for coating. Attached are invoices from TMI Coatings, White Cap, and Action Weld and Supply, LLC totaling \$12,431.51.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$343,000.00

Previous Change Orders:
No. - to No. 1 \$0.00

Current Contract Price: \$343,000.00

Net Increase of this Change Order: \$12,431.51

Contract Price with this Change Order: \$355,431.51

CHANGE IN CONTRACT TIME:Original Contract Time:
Substantial Completion: 60 days
Completion: April 15, 2024

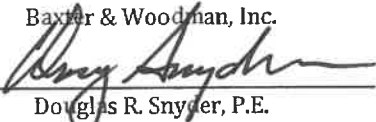
Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: 60 days
Completion: April 15, 2024

Net increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: 60 days
Completion: April 15, 2024**PREPARED BY:**

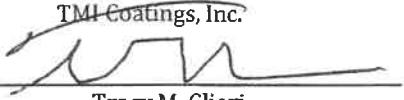
Baxter & Woodman, Inc.

By 
Douglas R. Snyder, P.E.
Project Manager**APPROVED:**

Village of Williams Bay

By _____
William B. Duncan
President**ACCEPTED:**

TMI Coatings, Inc.

By 
Tracy M. Gliori
President

WORK CHANGE DIRECTIVE FORM

NO. 1

PROJECT: Lime Reactor Cleaning and Repainting **DATE OF ISSUANCE:** 12-04-23
Engineer's Project No. 222478

CONTRACTOR: TMI Coatings, Inc.
 3291 Terminal Drive
 St. Paul, MN 55121

OWNER: Village of Williams Bay
 250 Williams Street
 Williams Bay, WI 53191

ENGINEER: Baxter & Woodman, Inc.
 256 South Pine Street
 Burlington, WI 53105

You are directed to proceed promptly with the following change(s):

Description:

1. Repair areas of the metal surfaces by welding and repair welded areas by blasting prior to final painting.

Purpose of Work Directive Change and Description of Additional Costs:

See the attached December 1, 2023, notice from the Contractor with supporting documentation.

Attachments: December 1 letter from TMI Coatings, Inc.

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

- ☒ Time and materials based on General Conditions
☐ Unit prices
☐ Cost plus fixed fee
☒ Other Daily Concurrence of Hours
☒ Certified payroll records

Estimated increase in Contract Price: \$8000

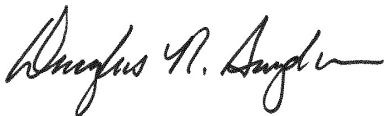
Method of determining change in Contract Time:

- ☐ Contractor's records
☐ Engineer's records
☐ Other _____

Estimated increase in Contract Time: None

RECOMMENDED: BAXTER & WOODMAN, INC.

By



Douglas R. Snyder P.E.
 Project Manager



PAINTING &
RESTORATION
CONTRACTORS

3291 Terminal Drive
St. Paul, Minnesota 55121
P: 651 452 6100 F: 651 452 0598

tmicoatings.com

12/1/2023

Doug Snyder
Baxter and Woodman, Inc.
256 South Pine Street
Burlington, WI 53105

RE: Williams Bay Steel Inspection

Doug,

Now that the lime reactor and sludge thickener have been drained and the bulk of the cleanup has been completed, sandblasting and paint preparation has begun. As a result, our job superintendent, Mark Behrens, has started to uncover several structural issues. Mark has verbally informed Wayne Edwards of these issues, but at this point it is important that we also bring you into the conversation.

On November 29-30, Chris Wolfgram, our in-house AWS Certified Welding Inspector, was on site to inspect the condition of the tanks and noted several examples of porosity, skips in welds, advanced corrosion, pitting and rust through. Issues are present in both tanks but the primary concerns are in the lime reactor. There are numerous signs of deterioration and corrosion. Additionally, in their current state, these areas will not pass holiday detection tests and cannot be warranted. Several of the areas are continuing to leak moisture and at a minimum will require re-blasting.

Some examples are as follows:



Advanced corrosion prior and post blasting.



Skips in welds.



Porosity in overlapping seams.



Rust through.



Pitting.



As required in the construction documents, now that we have uncovered these conditions, we are making you aware of our concerns and asking that you review them and determine the next course of action. Once you have had an opportunity to review and discuss them with the owner please let us know your conclusions and next steps you would like us to take.

These photos represent a portion of what was discovered. Additional photos are attached for your review. Should you have any questions or require additional information please let us know. We would be happy to discuss.

Best regards,



Kevin Fitch
Estimator/Project Manager

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7055
F: (651) 452-0598

www.tmicoatings.com



TMI COATINGS

Best regards,



Kevin Fitch
TMI Coatings, Inc.

Breakdown of TMI labor costs

		Who	Man Hours	Supt Hours
28-Nov	Started Blasting. Discovered welding issues			
29-Nov	MB showed issues to Wayne			
30-Nov	More weld issues discovered			
	CW on site to inspect	CW		6.5
1-Dec	Notified Eng. (Doug) of issues			
2-Dec	Uncovered more issues			
	Started priming. Had to skip areas in need of repair			
4-Dec	Finished blasting reactor tank			
8-Dec	Marked welds in need of repair	MB		3
	Got ok from Eng. to make repairs			
9-Dec	Met welder for walkthru	MB		1
12-Dec	Met welders (2) for walkthru	MB		2
14-Dec	Welders on site to make repairs			
	pulled some equipment to give welders access	MB		2
16-Dec	Welders finished			
18-Dec	Grind welds to prep for paint	Crew	27	8
19-Dec	More grinding of welds	Crew	13.5	4.5
	Total hours		40.5	27
	Hourly rate		\$ 135.00	\$ 168.00
			\$5,467.50	\$ 4,536.00

↑ includes 15% mark-up
since refusing to provide
certified payroll

TMI COST = \$5467.50

Action Weld and Supply, LLC
 PO BOX 432
 Elkhorn, WI 53121 US
 +1 2627458839
 cr769@hotmail.com

Invoice



BILL TO
TMI Coatings Inc 3291 Terminal Dr. St. Paul

SHIP TO
TMI Coatings Inc 3291 Terminal Dr. St. Paul

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
238533	12/17/2023	\$6,112.39	12/18/2023	Net 30	

SHIP DATE
12/16/2023

P.O. NUMBER
Verbal AL

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/14/2023	Welding repair	labor to set up	0.75	90.00	67.50T
12/14/2023	Welding repair	repair corroded areas marked	16.50	125.00	2,062.50T
12/15/2023	Welding repair	labor o set up	0.75	90.00	67.50T
12/15/2023	Welding repair	repair corroded areas marked	14	125.00	1,750.00T
12/16/2023	Welding repair	repair corroded areas marked (overtime premium hourly rate)	10	175.00	1,750.00T
12/16/2023	Services	misc. materials and consumables		96.23	96.23T
ACTION WELD & SUPPLY LLC					
SUBTOTAL					5,793.73
TAX					318.66
TOTAL					6,112.39
BALANCE DUE					\$6,112.39

5%
MARK-UP

305.62

6418.01

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2880 S 171ST ST
NEW BERLIN WI 53151
WAUKESHA

INVOICE

INVOICE NUMBER
50024995717
INVOICE DATE
01/02/2024
CUSTOMER PO NUMBER
WILLIAMS BAY WATER DEPT

TO VIEW AND PAY ONLINE GO TO:
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White Cap, L.P. P.O. Box 4852 ORLANDO, FL 32802-4852

SOLD TO: 155149000

TMI COATINGS INC
3291 TERMINAL DR
EAGAN MN 55121

WILLIAMS BAY WATER DEPT.
155 ELKHORN ROAD
WILLIAMS BAY WATER DEPT.
WILLIAMS BAY WI 53191

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
12/28/2023	56926892	AL TRENARY	QUINN, ZACHARY	QUINN, ZACHARY J				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
685	10004783026	NET 10TH PROX	O. WILL CALL	WILLIAMS BAY				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 27697643 SHIPPING NOTES: SITE CONTACT MARK 920-222-3933 *****	1	0	0	1	0.00	
1	438431201	20OZ SAUSAGE SIKAFLEX 1A WHITE URETHANE SEALANT SIKAFLEX	20	14.00 EA	0	20	280.00	14.00
2	438431241	10OZ TUBE SIKAFLEX 1A WHITE URETHANE SEALANT 24/BOX SIKAFLEX	30	8.00 EA	0	30	240.00	12.00
			ACCT # 1-3410 JOB # 7538 MATCHES PO Y OR N (AP TO INITIAL) PO # ACKN EXT CKD OK TO PAY AT					
The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com Pay your invoices online by visiting: https://whitecap.billtrust.com Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.								

For questions regarding this invoice please call 1-866-857-0295.			TOTAL GROSS	520.00
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE			TOTAL TAX	26.00
Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms-to-view-complete-terms-and-conditions			TOTAL SHIPPING AND HANDLING	9.00
RECEIVED BY: FEDEX 774659199122			TOTAL INVOICE	546.00
SIGNATURE COPY ON FILE				

Page 1 of 1

SEALANT
COST = \$546.00

RESOLUTION NO. R-24-24
RESOLUTION APPROVING ROADWAY FUNCTIONAL CLASSIFICATION CHANGES

WHEREAS, the Wisconsin Department of Transportation conducts periodic reviews and updates to the functional classification system of roadways across the State of Wisconsin; and

WHEREAS, the Federal Highway Administration has issued guidance related to the development of functional classification of roadways; and

WHEREAS, the Wisconsin Department of Transportation has submitted and recommended changes to the functional classification system of roadways in the Village of Williams Bay; and

WHEREAS, the changes proposed to the functional classification system of streets in the village of Williams Bay are shown in the document entitled Recommended Functional Classification Changes, Urban Area: Lake Geneva-Bloomfield-Williams Bay, which is attached and incorporated herein as Exhibit 1; and

WHEREAS, after review by the village engineer and staff, the proposed classification changes have been found to be justified.

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

The roadway functional classification changes as outlined in Exhibit 1
are approved and adopted by the Village of Williams Bay.

Approved by the Village Board of the Village of Williams Bay this _____ day of May, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

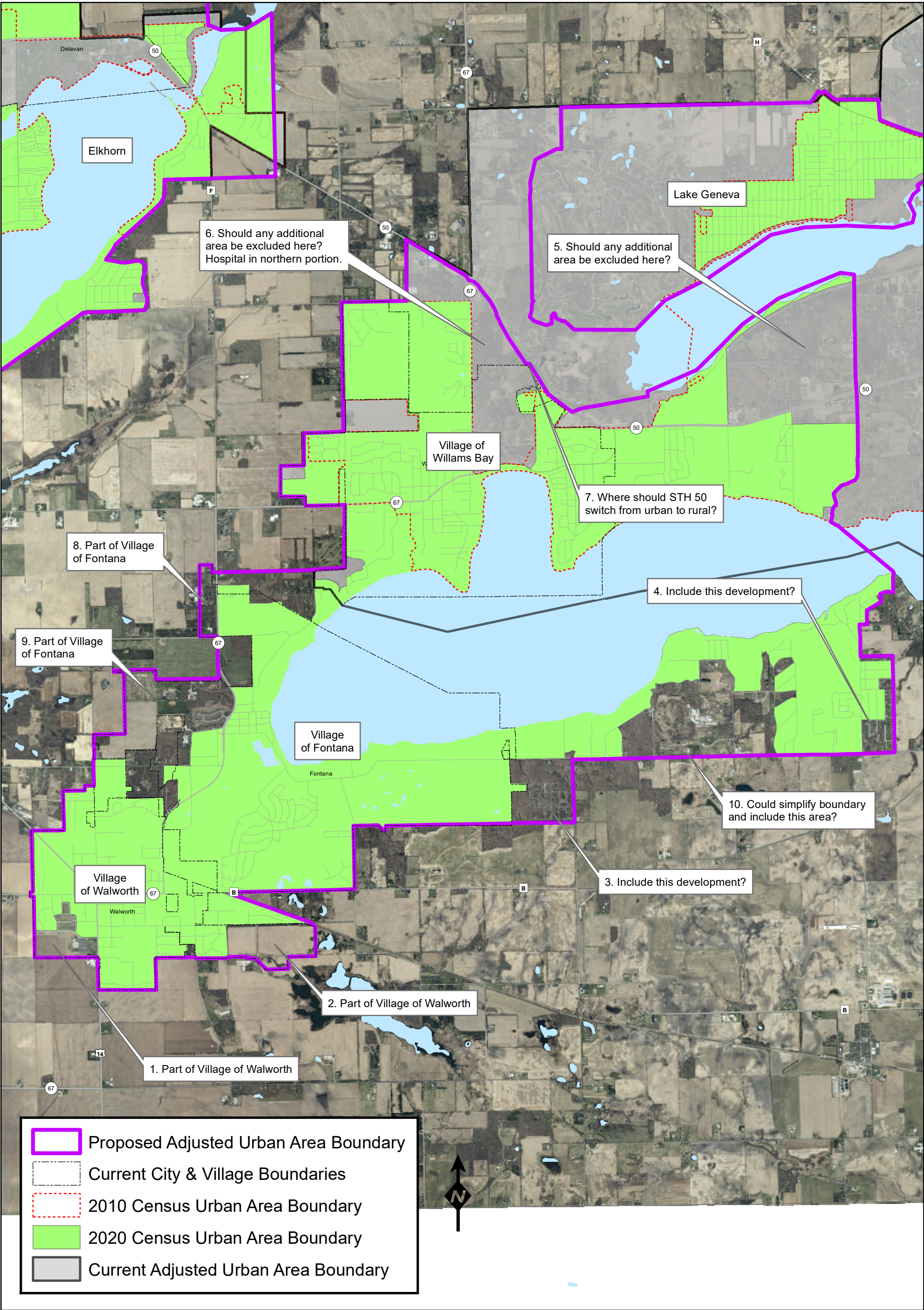
Date Passed: _____

Date Published: _____

Fontana on Geneva Lake Urban Area

(Adjusted Urban Area Boundary)

DRAFT



0 0.5 1 2 3 Miles

Population (2020): 10,466
Housing Units: 7,382
Map Date: 11/01/2023



2020 Census: Urban Area Boundary Adjustments

- Part 1: Background and Process – Page 1
Part 2: Technical Considerations – Page 7
Part 3: Key Process Steps – Page 9

Part 1: Background and Process

This section includes information explaining Census-defined urban areas, release of urban area boundary data, and the process WisDOT uses for adjusting those urban area boundaries.

Urban Areas are defined by the US Census as individual municipalities or groups of nearby municipalities with a total population of 5,000 or higher. In the past, *urbanized area* was the term for urban areas with populations of 50,000 or higher; all Metropolitan Planning Organizations (MPOs) were urbanized areas. With the 2020 Census, the *urbanized area* category has been discontinued. Large urban areas, with populations of 50,000 and higher, are **MPOs**. All smaller urban areas, with populations of 5,000 to 49,999, are just **urban areas**. MPOs with populations of 200,000 and higher are federally designated as Transportation Management Areas (TMAs).

A. Census-Defined Urban Boundaries and Adjusted Urban Area Boundaries

The Urban Area Boundary (UAB) is important for transportation planning because it is a key factor for federal Surface Transportation Block Grant (STBG) funding eligibility.

WisDOT's funding program for federal STBG funding is the State Transportation Program (STP). It divides STBG funds into STP-Urban and STP-Rural. The UAB is also a factor for Federal Highway Administration (FHWA) Highway Performance Monitoring System (HPMS) reporting.

Areas *within* the UAB are considered to be **Urban**. All functionally classified, non-local roads within an urban area are eligible for STP-Urban funding. Areas *outside* the UAB are considered to be **Rural**. Functionally classified roads (Major Collectors and higher) outside the UAB are eligible for STP-Rural funding. When a rural county highway continues across the UAB into an urban area; that urban portion is eligible for STBG/STP-Urban rather than STBG/STP-Rural funding. See [WisDOT's Local Program website](#) for additional information.

Functional Classification is a way to define and categorize the various roles that streets and highways play in serving the state's varied transportation needs. Arterial, Collector, and Local classifications categorize roads based on the amount and types of traffic the roads carry, characteristics of the roadways, land uses in the vicinity of the roadways, and the development and population density of the surrounding area.



Also, the approval process is different for urban and rural areas. Approval for changes in an urban area are carried out by the municipal board or elected official; approval in rural areas is under jurisdiction of the county board.

The criteria used by the US Census Bureau for defining urban areas do not align well with transportation planning needs. Census-defined urban areas often do not correspond to known geographic or municipal boundaries and can be irregularly shaped. For this reason, FHWA allows states to adjust the Census-defined urban boundaries in creating the official urban boundary for planning and funding purposes.

Adjustment of these boundaries allows states and MPOs to smooth out the irregularities, ensure administrative continuity, and encompass fringe areas with residential, commercial, industrial, recreational, and/or national defense significance. Adjusting Census-defined Urban boundaries facilitates planning and programming by creating urban boundaries more appropriate for these purposes. The Adjusted UAB becomes the official Urban Area Boundary after it has been approved by FHWA.

WisDOT's deadline for approval of adjusted Urban Area Boundaries is June 30, 2024. This provides a window of approximately 18 months to complete all review, adjustment, and approval of all UA boundaries, including bi-state MPOs. While FHWA has extended their deadline to April 2025, WisDOT will keep the June 2024 deadline. For any adjusted Urban Area Boundaries not approved by the 2025 deadline, the official urban area boundary will default to the Census-defined urban boundary. This outcome is not an acceptable option; WisDOT will review and work with local officials to adjust and approve every Urban Area Boundary in the state.

The Urban Area Boundary (UAB) should not be confused with the municipal or corporate boundary of a city, village, or town. These **CVT boundaries** are used for some transportation planning purposes but they do not affect eligibility for federal STBG funding.

B. Initial Preparation

Prior to the release of Census 2020 Urban Area Boundary data—expected late in CY 2022—WisDOT-BPED will hold an informational meeting with DTSD Region Planners to explain the boundary update and approval process, including communication with local governments, and timeline for completion. Then, before or shortly after the Census release of UA Boundary data, BPED and the Region staff will hold individual meetings with MPO staff to discuss the boundary adjustment process and answer any questions before the process gets underway. This advance discussion will hopefully minimize numerous iterations of boundary adjustments and back-and-forth communication during the process.

C. Current Urban Area Boundary and Census-Defined Boundary Overlay Map

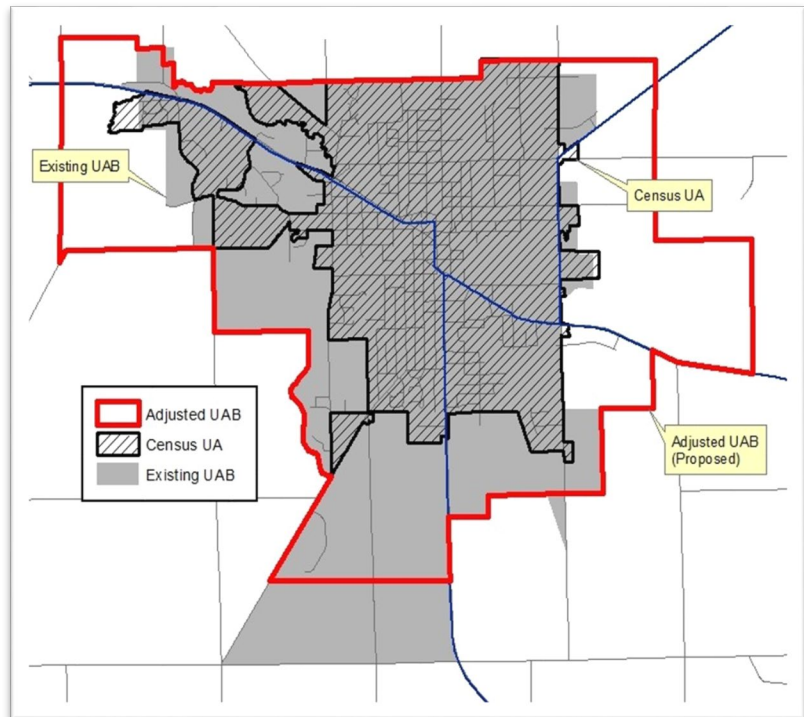
BPED will begin the Urban Area Boundary review and adjustment process. Using Geographic Information Systems (GIS), BPED will overlay the 2020 Census-defined urban boundary on the existing

UA boundary, with the changes highlighted. BPED will then coordinate with the MPOs, other Urban Areas, and respective WisDOT Region staff to create the initial proposed boundary adjustments for each Urban Area.

D. Proposed Urban Area Boundary Adjustments

For the MPOs, BPED will send the initial overlay map to the MPO contact(s), who will then draft the initial adjusted UA boundary map and send it to Region staff, BPED staff, and FHWA staff for review.

For all other urban areas, in addition to the overlay map, BPED will also develop the initial proposed boundary adjustments. and send that map to Region staff and FHWA before to reach concurrence on adjustments. BPED will then send the adjusted UA boundary map to local officials for review and approval. BPED and Region staff will concur on the final proposed adjusted boundary map. For additional information on this process, see WisDOT's [Functional Classification and Boundary Approval Policy](#).



MPOs: The MPO Director or appropriate staff will coordinate review and approval by their Technical Advisory and/or Policy Board. BPED will coordinate with the MPO Liaison, Region Planner, and FHWA throughout the boundary adjustment development and approval processes.

Other urban areas: WisDOT Region staff will coordinate communication with the urban areas in their respective region. They will initiate contact with the Municipal Clerk or other elected official (e.g., city planner, public works director, mayor, etc.) to explain the process and timeline for completion. This local official will coordinate the boundary map review and approval by the local board, transportation committee, or designated Urban Area committee.

Region staff will coordinate with BPED as needed during the local review and approval process to address any questions or concerns that arise.

Newly-Defined Urban Areas: If there are any "new" census-defined urban areas—populated places that did not meet the criteria for urban definition in 2010—they will switch from being rural places to



GUIDANCE DOCUMENT

urban places. Thus, their STBG/STP funding eligibility will change from rural to urban. As a result, the pool of potential funding recipients will change, and with it, the project prioritization factors used to consider and submit projects for STBG/STP funding.

For these newly defined Urban Areas, it is recommended that the Region staff meet with local official(s) (including BPED staff, if desired) to introduce them to the Urban Area concept and what it means for the community—primarily a change in federal funding source and consequent ramifications—as well as an overview of the process and timeline. WisDOT will use the same criteria and analysis for adjusting newly-designated urban area boundaries as are used for pre-existing urban areas. A pre-meeting may be beneficial for any other existing urban areas, too. Region staff will likely make this determination, but BPED also may come across a situation that might benefit from a pre-boundary adjustment meeting with the municipality.

Bi-state MPOs: WisDOT will propose adjustments for the Wisconsin portion of the MPO, through coordination with the DTSD Region Planner and MPO Director or delegated MPO staff person who, in turn, will coordinate closely with the neighboring state on the urban area boundary adjustments in that state. The bi-state MPOs in Wisconsin are:

- Duluth-Superior MPO (MN)
- La Crosse-La Crescent MPO (MN)
- Dubuque MPO (IA)
- Beloit-South Beloit MPO (IL)
- Round Lake Beach TMA (SEWRPC and CMAP (IL) MPOs)
- Metropolitan Council TMA (MN)

E. Review and Approval by MPO/UA Officials

For the MPOs, the MPO policy board reviews the proposed boundary adjustments, can ask questions and suggest changes to WisDOT, and upon concurrence with WisDOT, votes to approve the proposed UA boundary.

For the other urban areas, the municipal clerk—or other local elected official—receives the proposed UA Boundary map and presents it to the appropriate governing body (municipal board/committee) for review and approval. See WisDOT's [Functional Classification and Boundary Approval Policy](#).

If there are questions, or recommendations for changes to the proposed map, the local official should contact the Region Planner who then contacts BPED to discuss them and concur on any changes. BPED will send the revised map back to the Region Planner to send (or present to) the MPO/Local officials. This iterative process continues until all parties concur on the final proposed UA boundary map. The MPO/Local officials approve the proposed UA map and send documentation of approval to the Region Planner who forwards it to BPED.

BPED finalizes the proposed UA map and prepares documentation for internal approval.



F. Governor/WisDOT Secretary Approval

Federal Law (23 USC 101) states that State and local officials are responsible for approval of urban area boundaries. In Wisconsin, the Governor delegates state approval authority for adjusted Urban Area Boundaries to the State Transportation Secretary. WisDOT will send the proposed UA Boundary map to the WisDOT Secretary for approval/signature. Record of the approval is included with the proposed map.

First in the approval process, the MPOs and other urban areas will pass a resolution approving the adjusted UA boundary and send it to WisDOT-BPED. In the event that passage of a formal resolution is not possible in timely manner, passage of a motion to approve the changes and documented in the meeting minutes, is acceptable. Next, BPED will forward the adjusted boundary map to the WisDOT Secretary for written approval. Finally, BPED will send the map, along with both approval documents, in a submittal packet to FHWA-Wisconsin.

The Census-defined Urban Area—not the adjusted Urban Area—is used to determine the population of the Urban Area. This is a factor for urban areas just under the 50,000 population threshold for MPO designation or the 200,000 threshold for TMA designation.

G. FHWA Approval

Upon receipt of the adjusted UA Boundary map and approval documentation from BPED, FHWA will send a letter to WisDOT approving the adjusted boundary map.

H. Final UA Boundary Maps

Once FHWA has approved the adjusted UA boundary, it becomes official, Urban Area Boundary. Upon receipt of the final approval from FHWA-Wisconsin, BPED will add the approval dates to the final UAB maps and posts them on its [website](#). The description of urban areas and UA boundaries on the website will be updated to align with the new urban definitions created from the 2020 Census.

An **outline** of key steps in the UA boundary adjustment process is included at the end of this document.

I. Metropolitan Planning Area (MPA) Boundaries

Federal Regulations governing Metropolitan Planning Area Boundaries are found in 23 CFR 450.312. Whereas the UA boundary typically defines the area of potential growth of the community over 10 years, the MPA boundary typically extends beyond that to encompass the area of expected urbanization of the metropolitan planning area 20 years into the future.

Transportation projects that fall within the MPA boundary are included in the MPO's Transportation Improvement Program (TIP).

The area between the approved Urban Area (UA) boundary and the Metropolitan Planning Area (MPA) boundary is considered **rural** for functional classification and funding purposes.

The MPA boundary is used by the federal government as the delineation between jurisdictions of adjoining MPOs.

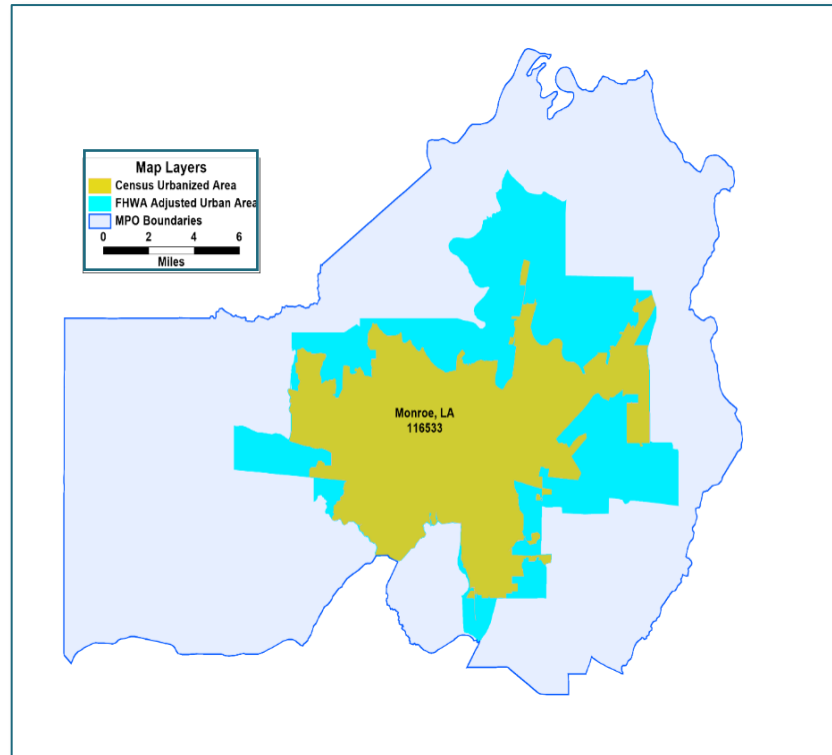
GUIDANCE DOCUMENT

The MPA boundary must include the entire area encompassed by the adjusted UAB. The MPA boundary usually extends beyond the UAB but can coincide with it, depending on the land use, transportation network, and anticipated growth and development in the areas adjacent to or very near the UA (as shown in the example to the right).

MPOs typically update and finalize their MPA boundaries after the adjusted UA boundary has been approved, although review and consideration of the MPA boundary may occur simultaneously with the urban area boundary adjustment process described above.

The final MPA boundary decisions belong to the MPO; WisDOT has more of an advisory role with regard to the location of the MPA boundary. However, as with WisDOT approval of the Adjusted Urban Area

Boundary, the MPA boundary/map has to be signed off by Department Secretary (as the designee of the Governor) and submitted to FHWA. FHWA acknowledges receipt of the MPA boundary but does not have approval responsibility and therefore does not sign off on the MPA boundary/map.



This guidance will be reviewed and may be revised after the US Census Bureau has released the urban area data, or after the urban boundary review and adjustment process has begun, to make sure it appropriately addresses any previously unanticipated situations. BPED will clarify the current information and provide additional guidance that may be helpful.



Part 2: Technical Considerations

This section comprises the various technical considerations and recommendations—the “rules”—for making adjustments to the Census-defined Urban Area Boundary (UAB).

1. **The adjusted boundary must include all of the Census-defined boundary.** The adjusted UAB can be concurrent with, or outside of, the Census-defined boundary but *cannot be inside it*.
2. **The adjusted boundary must include only one Census-defined Urban Area.** This is a one-to-one relationship. The adjusted UAB cannot include two or more Census-defined Urban Areas.
3. **The adjusted boundary should encompass one contiguous area.** If the Census-defined boundary has resulted in a non-contiguous, disconnected portion of the urban area, the adjusted boundary can be expanded to include this area, creating a contiguous urban area.
4. **Include within the adjusted boundary areas expected to be developed in the next 10 years.** Because the urban boundary adjustment process occurs only once every ten years, include areas that are likely to experience growth and development during the upcoming ten year window—areas which might be included in the next census boundary definition.
5. **Eliminate inaccurate, unreasonable, or vaguely apparent boundaries.** Use physical features (e.g., roads, rivers, parcel/property lines, water bodies/shorelines) to define the urban area. The availability of maps and satellite imagery through Google, Bing, USGS (US Geological Survey), and NAIP (National Agriculture Imagery Program) has made it relatively easy to see physical features, roads, residential and commercial developments, and other land uses in considering prudent boundary adjustments.
6. **Adjust portions of the Census-defined boundary that do not follow a recognizable feature.** When the Census-defined boundary results in an irregular dip or bump-out that does not follow a physical, land use, or roadway feature, and has no apparent relationship to the urban area, smooth out this portion of the boundary using a clearly-definable feature as previously discussed.
7. **Include all of an incorporated city or village.** If the Census boundary includes part of an incorporated community, include all of the community to avoid the situation where a city or village has both urban and rural portions. Funding eligibility is a key consideration here; it is recommended to have all roads within an urban community be eligible for STP-Urban funding, rather having some roads eligible for STP-Urban funds and others eligible for STP-Rural funds. However, these decisions should take into account recent annexations and extraterritorial zoning areas, as well as potential rural versus urban funding implications. In some cases, a rural portion could stay separate from the adjusted urban area (remain outside the adjusted boundary), but only with compelling justification.



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This rule also applies to unincorporated developed areas—commercial, industrial, residential, institutional, etc.—*near* an urban area. If the Census-defined boundary cuts through one of these developments, it is recommended to adjust the boundary to include the entire developed area.

8. **Include typically urban land uses within the urban area boundary.** These are generators *other than* commercial, industrial, and residential uses. These include transit service routes such as bus lines and passenger terminals, as well as golf courses, airports, athletic fields, and ferry terminals, for example, even though these types of land uses can be located in rural locations, too.
9. **Ensure that the adjusted boundary includes or excludes all roads that run concurrent with the boundary.** Do not create or perpetuate a situation where some 'border roads' are within the urban area and others are outside the urban area, or where a single roadway has one or more segments inside and one or more segments outside the boundary. The UAB should be adjusted to include all border roads. Again, funding eligibility is a consideration. Note: Adjusting the boundary to *exclude* all 'border roads' is only possible in cases where the *Census-defined boundary does not include any portions of those border roads*. As mentioned at the beginning of this section, adjusting the urban area boundary *inside* of the Census-defined boundary is not permitted. Thus, in such cases, the only option is to adjust the UAB outward to include all border roads.
10. **Include an entire interchange either inside or outside the urban area boundary.** Often, interchanges exist on 'border roads' as described above. In such cases, make sure that the UAB is adjusted to include the entire interchange within the boundary, not just some of the ramps or auxiliary lanes. As is the case with roads, it might not be possible to adjust the boundary to *exclude* the entire interchange because the Census-defined urban boundary cannot be adjusted inward. Thus, if the Census-defined boundary cuts through the interchange, the only option is to adjust the boundary outward to include all interchange roads and ramps.
11. **Consider the functional classification of roads near the urban boundary.** Roadway Functional Classification and urban boundary placement are closely related. See WisDOT's [Functional Classification Criteria and Procedures](#) for detailed information. Functional classification review begins after the boundary adjustment process concludes; therefore, it is important to consider existing classified and unclassified roads, as well as planned roadways near the UAB when considering boundary adjustments, especially within the context of land use, spacing, and continuity. Functional classification issues should not be the primary factor in determining if and where to adjust an urban boundary, but rather, considered alongside the boundary adjustment criteria above.



Part 3: Overview of Process Steps*

1. US Census releases Urban Area (UA) Boundary data (shape files)
2. BPED creates initial UA maps showing:
 - Previous adjusted UA boundary
 - Current Census-defined UA boundary
 - Differences between the two boundaries highlighted
- 3a. BPED sends initial individual overlay map to each **MPO** (UA w/population = 50,000+)
 - Coordinate initial proposed boundary adjustments with MPO, Region, and FHWA via virtual meeting(s), as often as needed
 - Inform (cc: on communication) Planning Section MPO Liaisons
 - BPED reaches concurrence with MPO and respective Region and create final proposed adjusted UA boundary map
 - MPO (Transportation Advisory Committee and/or Policy Board) reviews proposed adjusted UA boundaries
 - MPO Policy Board approves adjusted UA boundary map
- 3b. BPED sends draft individual adjusted UA map to the other **UAs** (population = 5,000 to 49,999)
 - Coordinate with Region staff and FHWA on initial proposed boundary adjustments
 - Region sends initial communication to Municipal Clerk (or other official) for UAs in their region
 - For new UAs, Region schedules (virtual) meetings to explain the concept/process
 - Affected City/Village boards, designated Urban Area committee, or elected official(s) review proposed adjusted UA boundaries
 - BPED discusses comments/suggestions from municipality with Region (and respective local officials if warranted) and makes any revisions to draft UA map.
 - Affected City/Village boards or designated Urban Area committee reviews and approves proposed adjusted UA boundaries
4. Upon receipt of approval/concurrence from MPOs and other UAs, WisDOT sends maps to SO (as Governor's designee) for approval
5. Upon receipt of approved maps from SO, BPED sends approval packet to FHWA for approval
6. Upon receipt of approval letter from FHWA, BPED creates final UAB maps and posts on WisDOT's internet site
7. Deadline for approval of all adjusted UA Boundary maps is June 30, 2024

* Steps 3a and 3b can occur simultaneously.



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.

10) Any organization requesting use of the kitchen must contact the Lions Club at williamsbaylionsclub@gmail.com to arrange for inspection of equipment available for use.

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: JIM LOVELL Organization: WILLIAMS BAY FIRE DEPT.

Address: 5 GENEVA WILLIAMS BAY

Phone: 262 203 4171 Email: CDRJEL@YAHOO.COM

Title of Event: WILLIAMS BAY FIRE DEPT CHICKEN ROAST

Date(s) requested: JULY 18 THRU JULY 21st 2024 Is event open to public? (circle one) ☒ YES ☐ NO

Summary of Event including the approximate number of attendees:

± 1500 ANNUAL CHICKEN ROAST

Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____



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 _____

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: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: _____ Email: _____

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-27-24**

**A RESOLUTION APPROVING EDGEWATER PARK USE AND POLICY CONTRACT
(Williams Bay Fire Department 58th Annual Chicken Roast)**

WHEREAS, on May 6, 2024, the Village of Williams Bay Parks and Lakefront Committee determined that it is in the best interests of the Village and its residents to authorize approval of the attached Edgewater Park Use Application for the Williams Bay Fire Department 58th Annual Chicken Roast July 18 through 21, 2024:

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended Edgewater Park Use Application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, upon recommendation by the Parks and Lakefront Committee, do hereby ordain approval of this Edgewood Park Use Application:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended Application and authorizes the event, therefore.

Approved by the Village Board of the Village of Williams Bay this ____ day of _____ 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

Village of Williams Bay Field Usage Agreement and Reservation Form



Village of Williams Bay will provide basic maintenance to fields owned by the Village that are used for organization league play including mowing grassy areas once per week, emptying garbage M-F, cleaning washroom facilities here provided M-F, and any general maintenance or capital repairs when required. The Village of Williams Bay cannot provide equipment or supplies for game day field preparations; each league is responsible for preparing their own fields for game day use.

Each league will provide a certificate of insurance naming the Village of Williams Bay as an additional insured, a contact person who is responsible for all communications between their organization and Village of Williams Bay staff, and a schedule of games to be played on Village of Williams Bay fields.

All fields are owned by the Village of Williams Bay and are open to the public when games are not scheduled. Organization and league games will take precedence over general usage.

Field usage fees have been set by _____

Resident Rate Non-Lighted Field: \$5.00 Per hour

Resident Rate Lighted Field: at \$10.00 Per hour

Non-Resident Rate Non-Lighted Field: \$10.00 Per Hour

Non-Resident Rate Lighted Field: \$20.00 Per Hour

A league or organization may request their fees be waived for three years by filling out the Village of Williams Bay Fee Waiver Request Form. Each request will be reviewed by the Parks and Lakefront Committee with final approval from the Village Board. Please see that waiver for any additional information.

Applicant Information:

Organization/Individual Name: _____

Contact Person: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number: _____ **Email Address:** _____

Facility Requested:

Name of Facility: _____

Purpose of Usage: _____

Date(s) Requested: _____ **Time(s) Requested:** _____

Expected Number of Participants: _____

The Field Usage Agreement Terms stated in this form are accepted.

Signature: _____ **Date:** _____

Village of Williams Bay Field Usage Agreement Terms:

UPDATED: April 15th, 2024, PER COUNCILS RECOMMENDATIONS

1. Facility Availability and Reservation:
 - a. To inquire about facility availability for rental, please contact the **Village of Williams Bay Recreation Department**.
2. Rental Application:
 - a. To secure a facility rental, you are required to complete a rental application form. This form will gather event details including event type, date, time, and any specific requirements or information needed.
3. Rental Fees and Deposits:
 - a. Facility rental fees are applicable and may vary based on factors such as facility type, rental duration, and residency status.
 - b. A deposit might be necessary to cover potential damage or additional cleaning costs.
4. Insurance and Liability: **Copied from Edgewater Agreement**
 - a. **Proof of liability insurance covering the rental period is mandatory for all reservations. This safeguards both parties in the event of accidents or damage. 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.**
5. Rules and Regulations:
 - a. The Village of Williams Bay enforces specific rules and regulations governing your rental event. These encompass noise levels, alcohol use, decorations, and other aspects. Please refer to local ordinances for details.
6. Setup and Cleanup:
 - a. You are responsible for both setting up the facility before the event and ensuring thorough cleanup afterward. The facility should be left in the same condition it was found.
7. Security and Supervision:
 - a. Depending on the event's nature and facility, you may need to provide security personnel or supervision to ensure safety and order.
8. Special Permits:
 - a. If your event involves amplified music, alcohol, or other special activities, you will need to secure additional permits from the village.
9. Communication:
 - a. Maintain regular communication with the Village of Williams Bay's Parks and Recreation Department to confirm details and address any inquiries.
10. Weather Contingencies:
 - a. In case of inclement weather, it is recommended to have a contingency plan. The village might have specific guidelines for weather-related rescheduling or cancellations.
11. Environmental Preservation:
 - a. Any alteration of the natural environment, such as digging or landscaping, requires prior approval.
 - b. Please ensure no harm is caused to plants, trees, or wildlife in the vicinity.
12. Wildlife Interaction:
 - a. Disturbing or feeding wildlife is strictly prohibited.
13. Litter and Waste:
 - a. Dispose of all event-generated trash and waste properly in designated receptacles or remove them from the premises.
14. Pets:
 - a. Pets are not permitted in parks unless they are on a leash or within designated areas.
15. Noise Control:
 - a. Adhere to noise ordinances and respect the natural environment. Amplified music and loudspeakers should be used considerately.
16. Accessibility and Pathways:
 - a. Keep pathways accessible and clear for safe movement, including provisions for attendees with disabilities.
17. Parking and Traffic Flow:

UPDATED: April 15th, 2024, PER COUNCILS RECOMMENDATIONS

- a. Park vehicles only in designated areas and avoid blocking pathways or parking on grass.
- 18. Site Cleanup:
 - a. After your event, ensure all items and decorations are removed, leaving the facility in its original state.
- 19. Alcohol and Glass Containers:
 - a. Alcohol consumption is strictly prohibited on the premises unless you possess a valid, approved special event liquor license.
 - b. Display the special event liquor license prominently during the event.
 - c. **Glass Containers are strictly prohibited on the premises.**
- 20. Permitted Activities:
 - a. Clearly define allowed activities within the outdoor facility. Prohibit any potentially harmful or damaging actions.
- 21. Emergency Access:
 - a. Keep emergency routes and exits unobstructed.
- 22. Sports and Recreational Equipment:
 - a. If you bring sports or recreational equipment, ensure safe usage and proper storage.
- 23. Indemnification and Liability:
 - a. You are required to indemnify and hold harmless the Village of Williams Bay from any claims, liabilities, losses, or expenses stemming from your facility use.
 - b. The Village of Williams Bay assumes no responsibility for accidents, injuries, damages, or losses during your rental event.
- 24. Right to Cancel:
 - a. The Village of Williams Bay retains the right to cancel or reschedule facility reservations due to unforeseen circumstances, including emergencies or maintenance requirements.
 - b. If cancellation is initiated by the Village of Williams Bay, reasonable efforts will be made to provide advanced notice, and any applicable rental fees will be refunded or credited.
- 25. Payment and Late Fee:
 - a. Organization and League fee payments are due within 60 days (about 2 months) after the end of the season or last requested date.
 - b. A \$100 late fee will be applied after the 60-day period.
- 26. Fee Waiver Request:
 - a. Organizations may request fee waivers for up to three years by submitting the Village of Williams Bay Fee Waiver Request Form.
 - b. Each request will be reviewed by the Parks and Lakefront Committee and approved by the Village Board.
- 27. Failure to Comply:
 - a. Failure to adhere to established rules and regulations may result in penalties, fines, or additional charges.
 - b. The renting party is accountable for any damage to the facility, natural environment, or other property due to non-compliance.
 - c. In case of non-compliance, the Village of Williams Bay reserves the right to terminate the event, revoke the rental permit, and deny future rental requests.
 - d. Repeated instances of non-compliance may lead to legal action and involvement of law enforcement authorities.
 - e. The Village of Williams Bay is authorized to withhold applicable security deposits or fees in cases of non-compliance or damages.



Attn: Village Board, Parks and Lakefront Committee, and Village Administrator David Lothspeich

Date: May 29th, 2024

Kayak Rental Kiosk Proposal

Overview:

Introduce a kayak rental kiosk to enhance the accessibility and convenience of renting kayaks at your lakefront area. This proposal outlines the benefits, features, and implementation plan for installing a kayak rental kiosk, providing patrons with easy access to kayak rentals for recreational use.

About HRI Vending:

HRI Vending specializes in the development and deployment of innovative vending solutions, including propane vending machines and firewood vending machines. With a proven track record in providing reliable, user-friendly, and secure vending services, HRI Vending is well-equipped to deliver a high-quality kayak rental kiosk. Their expertise in creating robust vending solutions ensures that the kayak rental kiosk will meet the highest standards of functionality and durability.

Features:

- **User-Friendly Interface:** Intuitive touchscreen interface for easy navigation and rental process.
- **Secure Payment Options:** Accepts various payment methods including credit/debit cards and contactless payments for convenience.
- **Inventory Management:** Tracks available kayaks and rental durations to ensure efficient allocation and scheduling.
- **Rental Agreements:** Digital rental agreements with terms and conditions for user acknowledgment and compliance.
- **Safety Information:** Provides safety guidelines, rules, and regulations for safe kayaking practices.
- **Customer Support:** Access to customer support for assistance with rentals, inquiries, and technical issues.
- **Weather Updates:** Display real-time weather updates and forecasts to help patrons make informed rental decisions.

Locker and Rack System:

The kiosk includes a locker system that houses personal protective equipment (PPE) and paddles, along with a rack system for kayaks and paddle boards. Patrons agree to liability waivers on the touchscreen, select their desired watercraft type, rental duration, and complete payment via credit card. Upon completion, the locker containing their PPE unlocks, and the watercraft is released for use. Returning the equipment is as simple as swiping the same card, matching the last 4 digits, and re-opening/unlocking the designated spaces. The kiosk provides alerts for improper equipment storage and calculates rental durations for accurate charges.

Village of Williams Bay
P.O. Box 580 • 250 Williams Street
Williams Bay, WI 53191
(262) 245-2700

Modular Design:

The kiosk offers flexibility with modular options, allowing for the addition of locker and rack sets if needed. Each unit can accommodate 4, 8, or 12 lockers and kayak racks, ensuring scalability based on demand.

Implementation:

- **Kiosk Selection:** Choose a robust and weather-resistant kiosk suitable for outdoor installation.
- **Location:** Identify optimal location near the waterfront with high foot traffic and visibility.
- **Installation:** Install the kiosk securely, ensuring power supply and internet connectivity.
- **Software Integration:** Configure rental management software with inventory tracking, payment processing, and customer support features.
- **Testing:** Conduct thorough testing to ensure functionality, usability, and reliability.
- **Launch:** Promote the launch of the kayak rental kiosk through signage, announcements, and promotional materials.

Cost Analysis:

- **Kiosk Purchase:** \$10,500 (8-place unit)
- **Remote Operation Add-On:** \$900
- **Solar Add-On:** \$900
- **Deposit:** 20% of total cost (\$2,460)
- **Lead Time:** Approximately 6 weeks for manufacturing and delivery.
- **Shipping Cost:** To Be Determined. Product ships from Texas.

Payroll Cost Reduction:

The kayak rental kiosk will significantly reduce payroll costs for the Williams Bay Recreation Department. By automating the kayak rental process, we eliminate the need for dedicated staff to manage rentals, particularly on weekends when staffing is challenging. This automation allows our current staff to focus on other critical programs, activities, and events, ensuring efficient use of resources and reducing the burden of securing additional staff for kayak rentals.

Payroll Calculation for Current Season (May 28th - September 8th, 2024):

- **Hourly Rate:** \$11 per hour
- **Weekly Hours:** 30 hours (weekdays) + 8 hours (weekend) = 38 hours
- **Season Duration:** 15 weeks and 5 days
 - Total hours for 15 weeks: 38 hours/week * 15 weeks = 570 hours
 - Hours for the extra 5 days: 3 weekdays (6 hours/day) = 18 hours, 2 weekend days (4 hours/day) = 8 hours
 - Total hours for 5 days: 18 + 8 = 26 hours
 - **Total hours in the season:** 570 + 26 = 596 hours

- **Total Payroll:** 596 hours * \$11/hour = \$6,556

Payroll Calculation for Extended Season (April 1st - October 31st, 2024):

- **Weekly Hours:** 30 hours (weekdays) + 8 hours (weekend) = 38 hours
- **Season Duration:** April 1st to October 31st (7 months) (Based on Current Rental Hours)
 - Total hours for 30 weeks: 38 hours/week * 30 weeks = 1,140 hours
 - Total hours for 4 weeks in October: 38 hours/week * 4 weeks = 152 hours
 - **Total hours in the season:** 1,140 + 152 = 1,292 hours
- **Total Payroll:** 1,292 hours * \$11/hour = \$14,212

Extended Rental Availability:

The kiosk provides rental services beyond normal working hours, from sunrise to sunset. This extended availability maximizes rental opportunities for patrons, catering to early morning and late evening visitors, thereby increasing potential revenue and enhancing customer satisfaction.

Revenue Projections:

- **Average Daily Revenue:** \$125/day
- **Season Duration:** April 1st to October 31st (214 days)
 - **Total Revenue:** 214 days * \$125/day = \$26,750

Adjusted Revenue with 25% Decrease:

- **Adjusted Daily Revenue:** \$125 - (\$125 * 0.25) = \$93.75/day
- **Total Revenue:** 214 days * \$93.75/day = \$20,062.50

Additional Kayak Slip Rentals: With the proposed kayak kiosk, the wooden kayak racks would allow for additional kayak slip rentals, generating extra revenue. At the current slip rental rate, this would amount to \$1,200.

Additional Information:

- **Age Verification:** Liability waivers are signed by customers prior to equipment unlocking, including consent to terms and conditions such as age requirements. The system vends only between dawn and dusk to comply with safe boating regulations.
- **On-Site Assistance:** As Muskego is nearby, installation and future assistance can be easily provided. Solar options are available if electricity is not accessible.
- **No Nearby Demo Units:** Unfortunately, there are no units nearby for in-person viewing.

Benefits:

- **Enhanced Accessibility:** Sunrise to Sunset access to kayak rentals, increasing availability for patrons.
- **Convenience:** Streamlined rental process with self-service kiosk, reducing wait times and paperwork.
- **Improved Efficiency:** Automated inventory management and rental agreements for efficient operations.
- **Safety Awareness:** Promotes safety through accessible information and guidelines.

- **Revenue Generation:** Additional revenue stream through kayak rental fees and additional kayak slip rentals.
- **Customer Satisfaction:** Enhanced user experience with convenient rental options and support services.

Conclusion:

Introducing a kayak rental kiosk into our recreation ecosystem offers a convenient and efficient solution for patrons to access kayak rentals at our lakefront area. By providing 24/7 remote access, sunrise to sunset streamlined rental processes, and safety information, the kiosk enhances the overall experience for users while generating additional revenue for the Recreation Department and reducing expenses. We recommend considering this proposal to improve accessibility and rental services at the Village of Williams Bay lakefront.

Proposal for ARPA Funds Utilization:

I propose utilizing some of the American Rescue Plan Act (ARPA) funds to secure the implementation of this kayak rental kiosk before the summer season starts. The kayak kiosk aligns with the goals of the ARPA by enhancing community infrastructure, promoting outdoor recreation, and stimulating economic recovery. Investing in this project will not only improve recreational opportunities for residents and visitors but also contribute to the overall well-being and vitality of our community.

Respectfully Submitted,



Ryan Knop
Village of Williams Bay
Recreation Director
rec@vi.williamsbay.wi.gov

PROPANE VENDING

THE ONLY TRUE MODULAR PROPANE DISPENSER ON THE MARKET

- Rugged, durable all-weather construction.
- Cashless payment system.
- Real-time Management and Tracking.
- The system can be sized to fit the available space and demand and vend up to the legal limit for co-located propane cylinder storage (72 to 84 cylinders).
- Only 14.25 inches deep so in many cases it can be installed in a store front while still maintaining ADA access requirements without alteration.
- Programmed and sized so that it meets ADA vending requirements as well.
- Two way communication to remotely take control of machine and monitor operations (additional cost).





RUGGED, DURABLE, ALL-WEATHER CONSTRUCTION WITH A CASHLESS PAYMENT SYSTEM

- This Solution provides the quickest and easiest way to exchange or purchase a full propane cylinder on the market, at a superior price point, and with the lowest operating costs.
- Proven to dramatically increase propane cylinder exchanges while eliminating employee involvement.
- Allows for 24 hours sales 365 days a year.
- Increases foot traffic to your store and can easily increase total store sales as a result.

NOTE: Propane Vending Machines are producing 100% ROI (Return on Investment) within 6 to 18 months depending on the location.

[Click here to contact us about Propane Vending](#)

OR CALL (800) 646-5329

ABOUT HRI VENDING

For over 25 years, HRI Vending has been the leader for vending machine equipment sales/service in Wisconsin.

CONTACT US

HRI Vending

W184 S8372 Challenger Dr.

Muskego, WI 53150 | [Map](#)

(262) 679-1328 |

[Contact Us](#) | [Privacy Policy](#)

GET SOCIAL WITH HRI VENDING!



FIREWOOD VENDING

PERFECT FOR THOSE ALREADY IN THE WOOD BUSINESS

This system is perfect for someone already in the firewood business and in close proximity to State or National parks or any other large scale camping operations.

- The system can be sized to fit the available space and demand and can currently vend up 79 compartments.

The machine structure is extremely robust constructed of all steel, galvanized and powder coated.

- Options include 4G cellular connection for the POS system, encrypted card swipe or EMV chip readers with all available methods of contactless payment.
- Two way communication via an onboard cellular router is also available to remotely take control of the system for sales, system monitoring and override.





PROVIDES 24-HOUR A DAY SALES, 365 DAYS A YEAR!

This Solution is the quickest and easiest way to provide outdoor sales on the market at a superior price point and with the lowest operating costs.

- Proven to dramatically increase profits while eliminating employee involvement.
- Allows for 24 hours sales 365 days a year with no worry of product theft.

NOTE: WOOD SHAX is producing 100% ROI (Return on Investment) within 6 to 18 months depending on the location.

[Click here to contact us about Firewood Vending](#)

OR CALL (800) 646-5329

ABOUT HRI VENDING

For over 25 years, HRI Vending has been the leader for vending machine equipment sales/service in Wisconsin.

CONTACT US



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 \$ _____

Application Date: 5/30/24

☐ 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 1:00PM and ending 6:00PM 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 FRIENDS OF KISHWAUKETOE LTD

(b) Address PO BOX 580 WILLIAMS BAY, WI 53191

(Street)

☐ Town

☒ Village

☐ City

(c) Date organized 5/5/92

(d) If corporation, give date of incorporation 5/5/92

(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 PEGGY POLLITT

Vice President SUSAN FRANZEN

Secretary CINDY STUHLEY

Treasurer PEGGY POLLITT

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

438 HARVARD AVE, FONTANA, WI 53125

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 WILLIAMS BAY LIONS FIELD HOUSE @ 270 ELKHORN RD

(b) Lot _____ Block _____

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

(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 HAROLD FRIESTAD KNC RETIREMENT PARTY

(b) Dates of event SUNDAY, JUNE 30, 2024 only

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 Peggy Pollitt 5/30/24
(Signature / Date)

FRIENDS OF KISHWAUKETOE LTD
(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Tina and the Protective Service Committee,

We would like to request to have the liquor license fee waived. This event is for a **Retirement Party for Harold Friestad** as he is stepping down from leading the KNC Commission and the Friends of KNC boards.

(He is still remaining on those boards as a member, just not the Chair.)

We feel that his contribution to KNC and really to the whole Village of Williams Bay, should not go unacknowledged.

Please let me know if there are questions that I can answer.

Thanking you in advance for your consideration of this request.

Sincerely,

Peg Pollitt

Chair of the Friends of KNC

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-32-24**

**A RESOLUTION GRANTING TEMPORARY “CLASS B” FERMENTED MALT BEVERAGE AND
TEMPORARY “CLASS B” WINE LICENSE TO
FRIENDS OF KISHWAUKETOE LTD**

WHEREAS, on June 3, 2024 the Village of Williams Bay Protective Services Committee determined that it is in the best interests of the Village and its residents to recommend approval of the Special Permit Application for Temporary Class “B”/“Class B” Retailers License by Friends of Kishwauketoe Ltd. for Harold Friestad KNC Retirement Party on June 30, 2024; and

WHEREAS, the area for fermented malt beverages and wine will encompass the entirety of the Lions Field House with entry monitored and limited to individuals that are a minimum of 21 years old; and

WHEREAS, that a licensed operator will be on the premises at all times to oversee the serving of alcohol; and

WHEREAS, as mandated by Village Code § 128-6. Liquor or Beer in Public Places. “No person shall carry any open can, bottle or other container of alcohol beverage or drink from the same upon any public walk, street, park or other public place in the Village except where a special permit is granted by the Village Board”; and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended special permit application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended application and authorizes the temporary retailers license, therefore.

Approved by the Village Board of the Village of Williams Bay this 3rd day of June 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



MEMORANDUM

DATE: JUNE 3, 2024
TO: COMMITTEE MEETINGS
FROM: TINA KOLLS, VILLAGE CLERK
RE: CONSIDERATION AND POSSIBLE ACTION ON A TEMPORARY CLASS "B"
RETAILER'S LICENSE FOR THE WILLIAMS BAY FIRE DEPARTMENT FOR THE
CHICKEN ROAST JULY 20, 2024

The Williams Bay Volunteer Fire Department has been made aware that they need to submit applications for Operator's Licenses for their beverage servers. The Williams Bay Volunteer Fire Department has in the past completed a Temporary Operator's License application prior to their event.

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 \$ _____

Application Date: 4/12/24

☐ 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 _____ 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 WILLIAMS BAY FIRE DEPT

(b) Address 5 GENEVA ST
(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 CHIEF Doug SMITH

Vice President ASST CHIEF JOE BAUSINS

Secretary DOUG SWANBREW

Treasurer JIM LOVELL

(g) Name and address of manager or person in charge of affair: JIM LOVELL P.O. Box 1107
Williams Bay

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 EDGEWATER PARK

(b) Lot _____ 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 WILLIAMS FIRE DEPT CHICKEN ROAST

(b) Dates of event JULY 18th thru JULY 21st JULY 20th

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 Doug Smith 4/12/24
(Signature / Date)

WILLIAMS BAY FIRE DEPT
(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-28-24**

**A RESOLUTION GRANTING TEMPORARY “CLASS B” FERMENTED MALT BEVERAGE LICENSE TO
WILLIAMS BAY FIRE DEPARTMENT FOR THE 58th ANNUAL CHICKEN ROAST**

WHEREAS, on June 3, 2024 the Village of Williams Bay Protective Services Committee determined that it is in the best interests of the Village and its residents to recommend approval of the Special Permit Application for Temporary Class “B” Retailers License by the Williams Bay Volunteer Fire Department for the 58th Annual Chicken Roast on July 20, 2024; and

WHEREAS, the licensed outdoor beer garden area for fermented malt beverages will encompass portions of the Edgewater Park property that will be set up and operated within the perimeter fenced area with entry monitored and limited to individuals that are a minimum of 21 years old; and

WHEREAS, that licensed operators will be on the premises at all times to oversee the serving of alcohol; and

WHEREAS, as mandated by Village Code § 128-6. Liquor or Beer in Public Places. “No person shall carry any open can, bottle or other container of alcohol beverage or drink from the same upon any public walk, street, park or other public place in the Village except where a special permit is granted by the Village Board”; and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended special permit application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended application and authorizes the temporary retailers license, therefore.

Approved by the Village Board of the Village of Williams Bay this ____ day of _____ 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

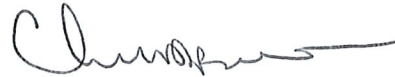
Charles Pearce Farms LLC
W6349 North Walworth Road
Walworth, WI 53184
262-749-0477

02/20/20

Dear The Village of Williams Bay,

Thank you for intrusting the care of your farmland to us. We strive to take care of each acre as if it were our own. It is hard to believe this is already our third season farming your land. Our current agreement expires at the end of the 2024 cropping year. We will start to prepare the land for the 2025 cropping season in late August of this year. We were hoping to extend our existing contract for another 3 years by this August. With crop prices similar to what they were 10 years ago, we were hoping to maintain the current rental rate. If you have any questions or would like to discuss the lease please call me at (262)-749-0477. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charles D. Pearce', with a long horizontal flourish extending to the right.

Charles D. Pearce

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-34-24**

**A RESOLUTION RENEWING THE MUNICIPAL FARMLAND LEASE AGREEMENT WITH
CHARLES PEARCE FARMS, LLC FOR THE 2025, 2026 AND 2027 SEASONS**

WHEREAS, Charles Pearce Farms, LLC and the Village of Williams Bay have entered into a Lease Agreement for the farmland of a portion of Village Property Tax Parcel IWWUP 00021A totaling approximately 47 acres for farming purposes during the years of 2022, 2023 and 2024, described as follows:

WHEREAS, the current Lease Agreement specifies that the annual rental rate of \$285 per acre for a total annual rental of \$13,815 rent for the lease of the approximate 47 acres; and

WHEREAS, Charles Pearce Farms, LLC. has agreed to the terms and conditions of the Lease Agreement; and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to renew the Municipal Farmland Lease Agreement with the same terms and same rates as the current Agreement;

NOW, THEREFORE, be it resolved by the Village Board of Trustees of the Village of Williams Bay, Wisconsin, as follows:

- Charles Pearce Farms, LLC. agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be paid or incurred by Municipality in enforcing this lease.
- Charles Pearce Farms, LLC. agrees not to assign this lease or sublease the premises without the consent of the Village.
- Charles Pearce Farms, LLC. agrees to indemnify and hold harmless the Village from any and all liability, loss, or damage the Municipality may suffer as a result of claims, demands, costs, or judgments against it arising from the Renter's activities with this contract.

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby authorizes the renewal of the recommended Municipal Farmland Lease Agreement, therefore.

Approved by the Village Board of the Village of Williams Bay this 3rd day of June 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

Municipal Farmland Lease – Charles Pearce Farms LLC
(The Renewal Lease Will Be Modeled After The Attached Existing Lease)

AGREEMENT FOR FARMLAND LEASE

THIS AGREEMENT, by and between the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin, party of the first part, Lessor, and Charles Pearce Farms LLC of the second part, Lessee,

WITNESSETH, that Lessor does hereby lease, demise, and let unto Lessee so much of the following described premises, to-wit:

All of the previously tilled land lying and being in the North Half of the Southwest Quarter of Section 36, T2N, R16E, except the East 15 acres thereof and further excepting the Westerly 12.64 acres of which 12 acres are tillable, and which 12 acres are more particularly described as:

Commencing at the Southwest corner of the North $\frac{1}{2}$ Southwest $\frac{1}{4}$ of section 36, T2N, R16E, Town of Delavan, Walworth County, Wisconsin; Thence proceed North on the section line 66 feet, more or less, to the point of beginning of the premises herein described; thence proceed North 856 feet to a point on said section line; thence proceed East 643 feet to a point; thence south 856 feet to a point; thence West 643 feet to the point of beginning, being a point on the West centerline of said Section 36.

Except that part of the Northwest Quarter of the Southwest Quarter of Section 36 Township 02 North Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, described on Exhibit "A":

There remaining a tillable area of approximately 47 acres.

TO HOLD FOR A TERM of three (3) years for the growing and harvesting season of 2022, 2023 and 2024, at an annual rental of 285 per acre, per season, being a total cash annual rental of 13,395 per year and shall be paid on or before March 1st of each year.

LESSOR MAY TERMINATE this Lease in part or in whole with ten (10) days written notice to Lessee, and if crops have been planted, Lessor may destroy Lessee's crops on all or any portion of the leasehold if Lessor determines to utilize some or all of the leasehold for public uses. If Lessor terminates the Lease after fall plowing and before April 15, Lessor shall pay Lessee only for the reasonable cost of fall plowing as determined by the Walworth County custom rate sheet. If Lessor destroys crops, then Lessor shall pay Lessee the reasonable value of the crop destroyed. Lessee agrees not to plant until April 15 to allow Lessor until April 15 to terminate all or any portion of this Lease without any obligation to Lessor except to reimburse fall plowing expenses as provided herein.

LESSEE SHALL agree to follow a farm conservation plan, approved by NRCS and/or the County Land Conservation Department. The Lessee cannot make physical changes to the property without written consent of the owner, as required by Wis. Stat. 704.05 (3). The Lessee must maintain existing conservation practices and is responsible for maintaining soil pH and fertility.

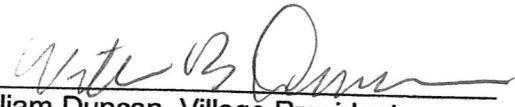
THE COVENANTS CONTAINED herein shall bind the parties and their respective heirs, personal representatives, administrators, successors and assigns, and this Agreement may not be transferred, assigned, or sublet without prior written consent of the Lessor.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Agreement executed this 17th day of January, 2022.

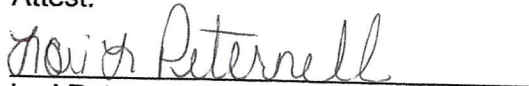
LESSOR: Village of Williams Bay

LESSEE: Charles Pearce Farms LLC

LESSOR:


William Duncan, Village President

Attest:


Lori Peternell, Treasurer/Deputy Clerk

LESSEE: Charles Pearce Farms LLC

By: 



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

Dear Mr. Lothspeich and Village Board Members

Although it is not something you think about every day, waste and recycling collection is an important part of the community's image. And when done correctly, by the right vendor, environmental service is something you should rarely have to spend time worrying about.

GFL Environmental thanks you for the opportunity to provide a cart proposal for refuse and recycling collection services for the Village and its residents. We know that your most pressing waste-related issues include reliable, efficient and economical service and minimal costs for residents.

As always, our goal is to continue to ensure you will rarely have to concentrate on waste removal services and can stay focused on meeting other important objectives.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Johnson'.

Jason Johnson
Manager, Municipal Markets-SE Wisconsin

GFL Environmental & Village of Williams Bay: A New Partnership

PRESENTED TO:
Village of Williams Bay

PRESENTED BY:
Jason Johnson
GFL Environmental



WHO WE ARE

- Founded in 2007
- Facilities in 20 US states and Canada
- Over 9,000 employees
- U.S. headquarters in Raleigh, NC



About GFL Environmental

To support your selection of GFL Environmental, it is helpful to understand a few facts about who we are, where we come from, and what we believe in. This section of the proposal offers valuable insight into our company, and why we will be a great partner for the Village of Williams Bay.

As a full-service environmental services company, GFL Environmental is ready and able to meet your waste collection needs. We provide collection, transfer, disposal and recycling operations to more than 200,000 commercial customers and 1.9 million residential customers throughout Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Tennessee, Vermont, Wisconsin and the Bahamas. We have more than 3,100 trucks running routes daily. The strategic locations of our collection and disposal facilities allow us to offer convenient service at competitive rates.

Our experts understand the issues related to managing solid waste, and the impact that these issues can have on the environment—and on your business. GFL Environmental works in partnership with the communities we serve to preserve valuable resources and extend landfill capacities. We do this by focusing on waste reduction, recycling, and numerous other “green initiatives”.

Regardless of your needs, GFL Environmental has the experience, resources, and technologies to collect, transport, dispose, and recycle your solid waste. Our team is committed to provide you with prompt, dependable, and cost-effective waste services.

WHAT WE DO

SOLID WASTE SERVICES

- Municipal/ residential waste
- Industrial/ commercial waste
- Recycling collection, processing and storage
- Landfill disposal and diversion
- Organics processing and compost products and yard waste



Green Today. Green For Life.

gflenv.com

WHAT WE DO

LIQUID WASTE SERVICES

- Automotive fluid services
- Vacuum truck services for wastewater treatment plants
- Hazardous waste management
- Emergency response and site remediation
- Specialized services and industrial cleaning



Green Today. Green For Life.

gflenv.com

SAFETY AND COMPLIANCE

GREEN FOR LIFE. SAFE FOR LIFE.



The health and safety of our employees, customers and the communities we serve is the most important commitment we have.

Green Today. Green For Life.

gflenv.com

Professionally Trained & Safe Drivers

Avoiding accidents while on a customer's property is one of our prime objectives. With GFL Environmental as your provider, the Village of Williams Bay can have a high comfort level that your property and employees are safe.

GFL Environmental is among the top-rated environmental services companies for ensuring driver safety. In our effort to take a proactive approach to prevent accidents, some of the tools we use include:

- DriveCam – driver monitoring and testing
- GPS Systems and 2-way radios
- The Smith System – driver program on equipment operation
- Weekly safety meetings and program awareness
- Safety promotions and rewards

GFL Environmental Business Strengths

Selecting the right environmental service provider can have a positive impact on your municipality and its residents. How do you know you will get the service you expect? Does the contractor have the background and experience to meet your expectations? How do you compare one service provider against another?

This section of the proposal discusses several important business strengths that differentiate GFL Environmental from other environmental service providers. Though there are other reputable and knowledgeable contractors in the market, the following differentiators will help define why GFL Environmental is the right partner for the Village of Williams Bay.

Community Involvement

Successful and progressive businesses recognize the importance of giving back to the communities they serve. When you select GFL Environmental as your environmental consultant, you have the assurance that we are investing back into the communities where we operate.

Our offices and our employees support local businesses and charitable organizations. This support ranges from donations to the local food bank, participation in Habitat for Humanity, sponsorship of Little League and soccer teams and numerous others. Additionally, because GFL Environmental hires locally rather than centralizing many corporate job functions, we help promote local economies by keeping taxes paid and wages spent in the communities where we do business.

Service Description

GFL Environmental knows that there is always room for improvement when it comes to service. Untapped opportunities may present the possibility to improve the current method collections and improve upon service efficiencies.

We are experts at identifying ways to improve our customer's programs. We propose to implement the following:

- Provide all eligible households with new 95gal carts for waste and recycling
- MSW disposal at the GFL Mallard Ridge Landfill located in Delavan; recycling transfer from our GFL Transfer Station in Janesville and delivered to GFL's brand new, state-of-the-art recycling facility located in Horicon, WI.
- Local Customer Care Center in Janesville and Muskego to address resident issues, schedule services, and answer all questions.

TRASH SERVICES

- 1. GFL Environmental will provide all eligible Household units with one (1) 95gal cart**
 - a. Cart must be placed curbside, or near the driveway/parking space if lacking curb and gutter, and will be emptied via automated service**
 - b. All materials must be placed inside the cart; anything outside the cart will not be collected**
- 2. Services will be provided on a weekly basis**
- 3. For households that require additional carts, the charge shall be the same rate charged to the Village, but shall be charged as an annual fee and charged directly to the Household Unit**
- 4. Areas that not able to be serviced by Automated Side-Loaders for collection will not be eligible for cart services will be serviced as follows:**
 - a. Residents will continue to utilize their current containers for weekly trash collection**
 - i. Limit of three (3) containers no greater than 32gal in capacity, and not to exceed 50# per container**
 - b. GFL reserves the rights to assign “Automated Services” or “Manual Services”**

RECYCLING SERVICES

- 1. GFL Environmental will provide all eligible Household units with one (1) 95gal cart**
 - a. Cart must be placed curbside, or near the driveway/parking space if lacking curb and gutter, and emptied via automated service**
 - b. All materials must be placed inside the cart; anything outside the cart will not be collected**
- 2. Services will be provided on an every-other-week (EOW) basis**
- 3. Recycling services will be “single-stream” recycling.**
 - a. Resident will place all recyclable materials into the recycling cart for collection**
 - i. Plastic containers, glass containers, metal/aluminum containers, cardboard, mixed paper, newspaper, juice boxes, milk cartons, etc.**

- 4. Areas that not able to be serviced by Automated Side-Loaders for collection will not be eligible for cart services will be serviced as follows:**
 - a. Residents will receive weekly recycling collections in containers as follows:**
 - i. GFL will provide one (1) 32gal container for recycling services**
 - ii. Residents may place an additional resident-owned container for recycling collection whereas the container shall not exceed 32gal in capacity or exceed 50#**
 - b. GFL reserves the rights to assign “Automated Services” or “Manual Services”**

BULKY COLLECTION

- 1. GFL Environmental shall perform a monthly bulk collection to eligible household units**
- 2. Household Unit is eligible for collection of no more than two (2) items per request**
- 3. Household Unit shall contact GFL to schedule collection**
- 4. Material accepted:**
 - a. Furniture, including, but not limited to:**
 - i. Couches, Chairs, Tables, Cabinets**
 - ii. Mattresses/Box-spring**
 - b. General Household Debris**
 - i. Carpeting, Countertops, cabinets, doors, windows, etc.**
 - c. Appliances**
 - d. Tires**
 - e. Other items too large to fit into cart or other 32gal containers**
- 5. Materials EXCLUDED from bulky waste collection**
 - a. Automotive and Marine Batteries**
 - b. Electronic Waste**
 - c. Any other items banned from WI landfills**
- 6. Charges shall be directly to the Resident/Household Unit**

PRICING INFORMATION

	Trash \$/Month/Household	Recycling \$/Month/Household
2024	\$ 7.75	\$ 4.13
2025	\$ 7.86	\$ 4.20
2026	\$ 7.94	\$ 4.24
2027	\$ 8.06	\$ 4.30
2028	2.5% or CPI, whichever greater	2.5% or CPI, whichever greater
2029	2.5% or CPI, whichever greater	2.5% or CPI, whichever greater
2030	2.5% or CPI, whichever greater	2.5% or CPI, whichever greater

RATE ADJUSTMENTS

- 1. Beginning January 1, 2028, the rates shall be increased annually based on the greater of (a) two and one-half percent or (b) 100% of the annual change in the Consumer Price Index (CPI-U: All-Items, Midwest), but shall not exceed seven percent (7%)**
- 2. The rates paid per this proposal shall further be adjusted due to changes in local, state, or federal law or regulation, governmental imposition of taxes, fees or surcharges, immediately upon effective date of change (i.e. WI State Tipping Fee of \$13/ton)**

ADDITIONAL INFORMATION

CUSTOMER SERVICE PROGRAM/CONTRACT MANAGEMENT

1. GFL Customer Care Center

a. Located in Janesville, WI and Muskego, WI

- i. No longer a “centralized call center” in Milwaukee, Arizona, or other location
- ii. With Customer Care Representatives (CCR) being local to the area and at the hauling site, GFL is able ensure the teamwork and education provided to the Village and its residents is accurate, timely, and efficient

b. GFL Corporate is committed to “non-centralized” Call Centers, to provide a better Customer Experience than what happens at most centralized centers with long hold times, inaccurate information, etc.

FLEET INFORMATION

1. GFL will have two (2) dedicated trucks for the services performed in Williams Bay

a. The trucks are automated side-loaders

2. Trucks are equipped with DriveCam, GPS and 2way radios

CURRENT REFERENCES

City of Fort Atkinson

Rebecca Houseman, City Manager

Village of Sharon

Dawn Redenius, Clerk/Treasurer

City of Muskego

Scott Kroger, DPW Director

Village of Waterford

Tina Mayer, Clerk

Village of Mt. Pleasant

Anthony Beyer, DPW Director

City of Brookfield

Tom Grisa, DPW Director

City of Hartford

Daryl Kranz, DPW Director

Plus, an additional 30 municipalities in SE Wisconsin

Organization/Service Plan

GFL will provide the following support staff to service this contract:

Jason Johnson, Regional Government Contract Manager

Mr. Johnson has been in the waste industry since 2002 and has worked in his current role since 2010 with Veolia, Advanced Disposal and now GFL. He will be your point of contact for all issues regarding the performance and administration of the services and contract.

David Wall, General Manager

Mr. Wall has been in the waste industry for 20+ years. His experience ranges from Office Manager, Route Manager, Operations Manager and now General Manager of three hauling sites and three Transfer Stations.

Alex Nieuwenhuis, Route Manager

Mr. Nieuwenhuis is familiar with the needs of the Village of Williams Bay from his previous experience at Nieuwenhuis Bros and their original contract partnership with the Village. GFL is very fortunate to continue working with Alex and his Operational experience to ensure that operations standards are met while focusing on safety. GFL is excited to add Alex to the management team.

In terms of Customer Care, GFL will have a Customer Care Center located at its Janesville site to handle all questions or service issues for residents. We know that local service is important, and eliminates long wait times, confusion on services, and unfamiliarity with the service area.

If awarded this contract, GFL will provide all residents with a brochure that lists all the collection information, schedules, FAQ sheet, recycling guidelines, and space for other information pertinent to the transition. GFL will work with the Staff to address all educational needs to ensure any transition is as smooth as possible.

CART INFORMATION

CART INFORMATION

- 1. Carts will be brand new 95gal containers; (1) for trash and (1) for recycling for each household**
 - a. 95gal is the preferred and recommended size, due to the rigidity of recyclables (boxes, laundry jugs, etc.)**
 - b. Carts have a 10yr warranty**
- 2. Carts will be delivered/maintained on a weekly basis to residents**
 - a. Contractor can also provide a small inventory to the Village as an alternative**
- 3. GFL shall remain the owner of all carts throughout the agreement; GFL is responsible for wear/tear and maintenance of all carts. GFL is not responsible for damage or loss of cart by negligence, loss or theft.**
- 4. See next page for Cart Specs**

CART SPECS

BODY / BAR

- Injection molded for maximum strength and durability
- One-piece HDPE construction with built-in flexibility
- Reinforced wall thickness in critical wear areas
- Externally housed lift bar for water-tight leak-proof body

LIDS / HANDLES

- Solid lid axle with a robust 3-point attachment
- Overlapping lid design with integral moisture barrier lip;
- Inside dripping rim to seal in odors
- 270° lid opening
- Ergonomically designed hand grips for easy push and pull motion
- Two ergonomic lift handles for easy opening

BOTTOM/WHEELS & AXLES

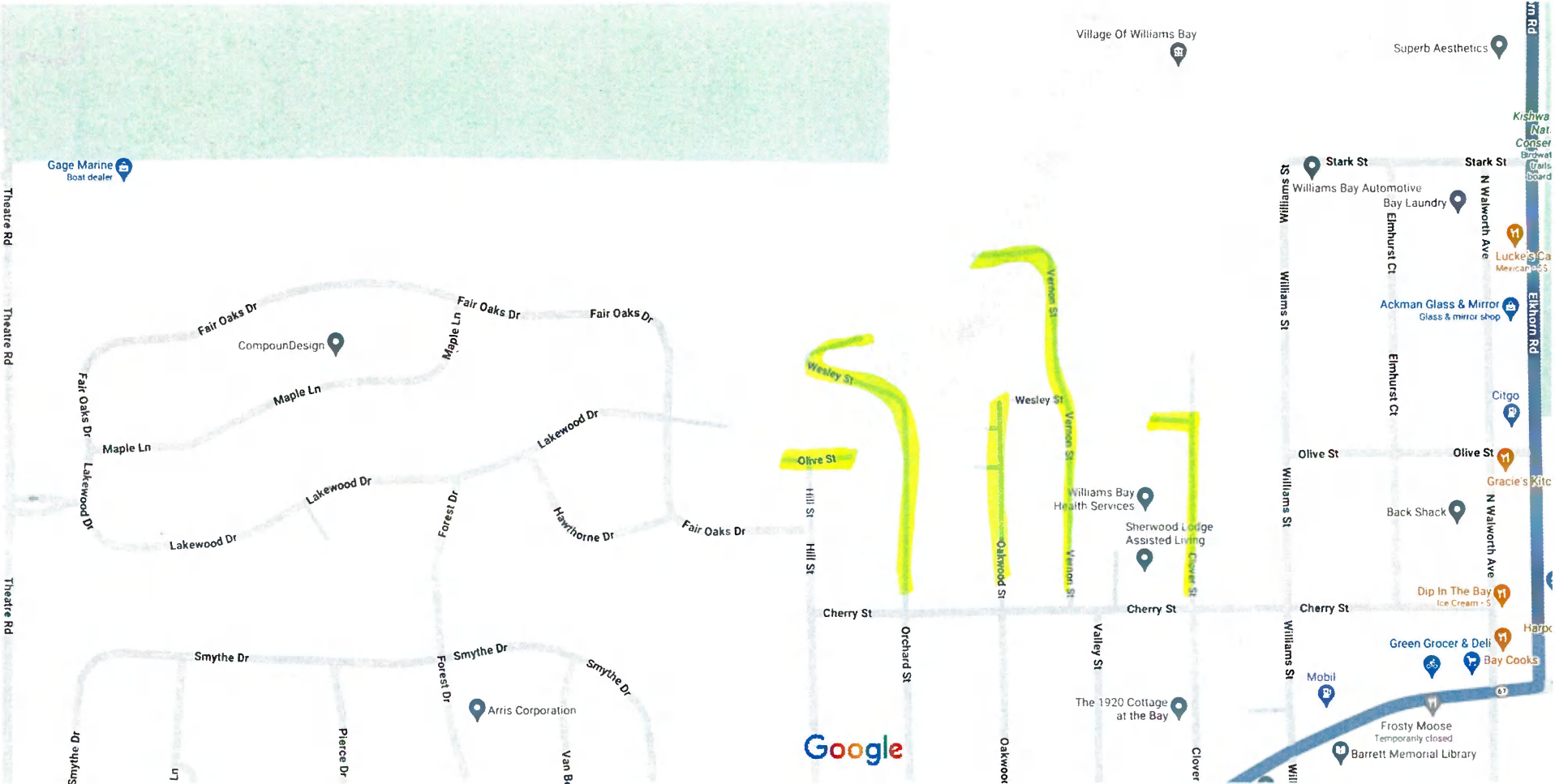
- Quick release durable HDPE wheel for ease of disassembly and easy rolling motion
- Lubricated maintenance-free bearings
- Angled bottom for easy tilting
- Dual 3/8" wear strip for longer life

Specifications

USD 95Q

- 1 Total Height 43.2"
- 2 Body Height 40.7"
- 3 Width 28"
- 4 Depth 32.1"
- 5 Wheel Diameter 12"
- 6 Load Rating 333 lbs.

ANSI Z245.30 and ANSI Z245.60 Approved. ISO 9001 Certified.

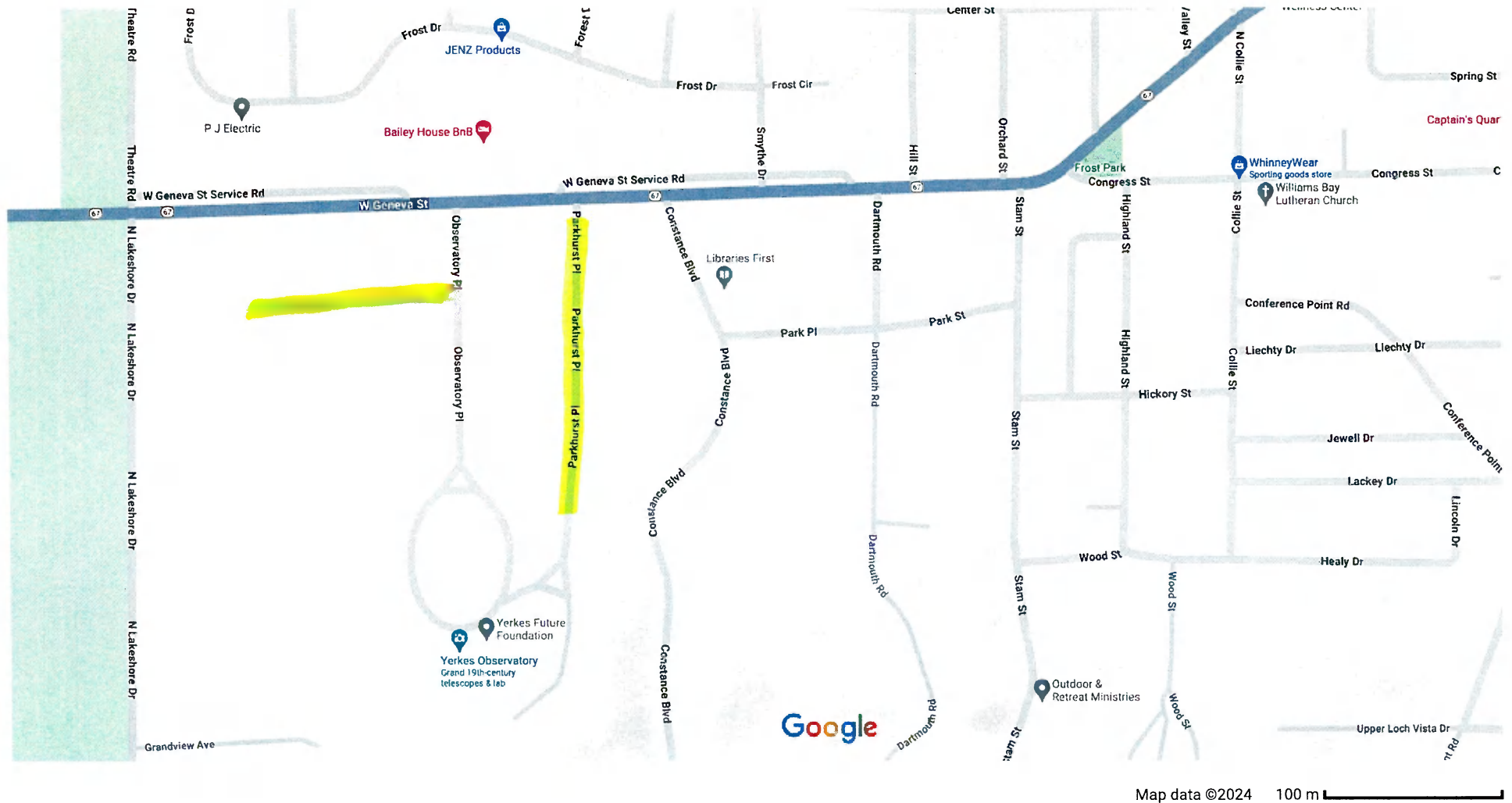


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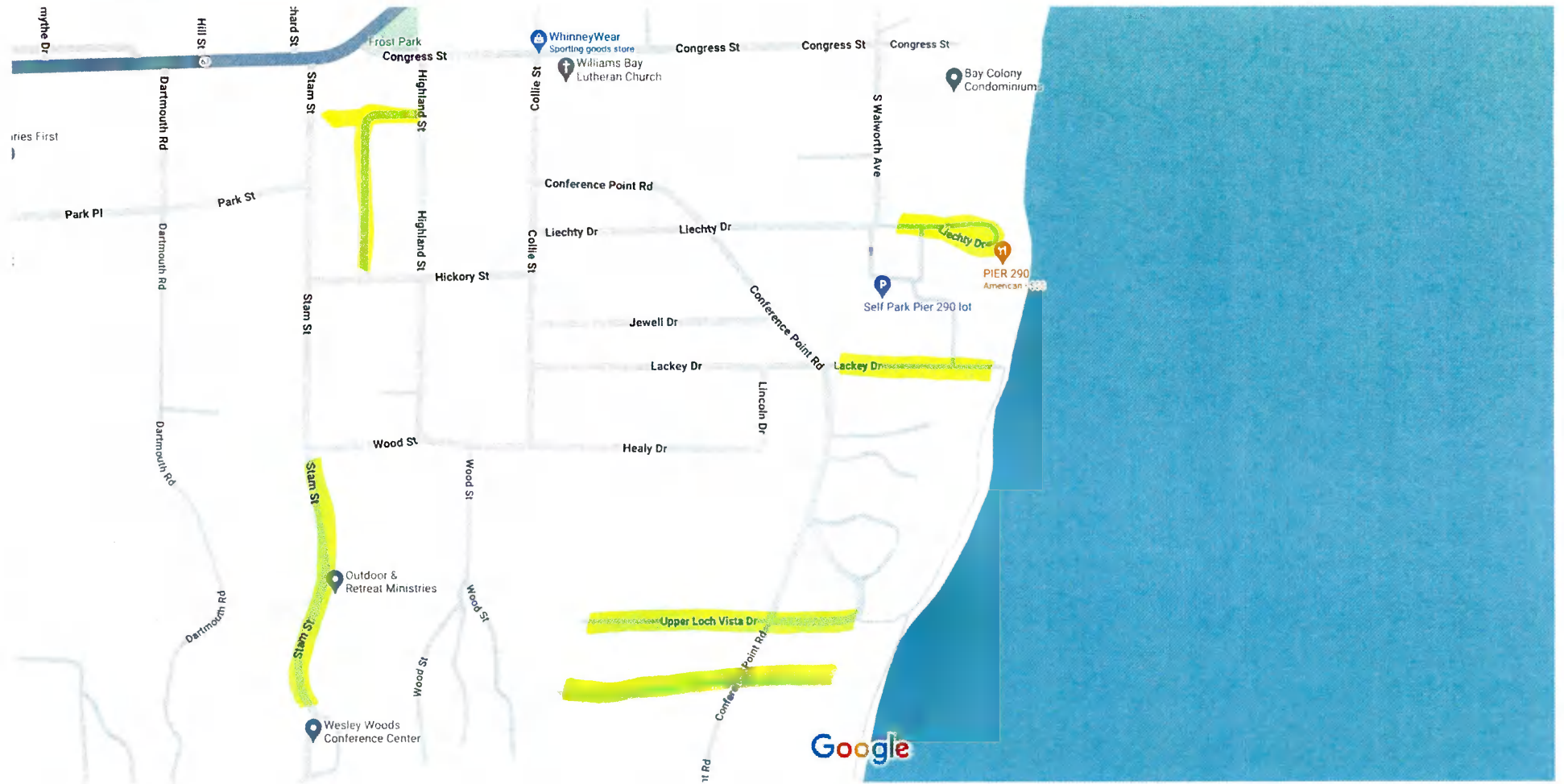


Map data ©2024 100 m

Google Maps



Google Maps



Map data ©2024 100 m



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Google Maps



SOLID WASTE AND RECYCLING CONTRACT

THIS CONTRACT EXTENSION to the original contract dated 5-16-2016, is made and entered into this 20 day of December 2022, by and between the Village of Williams Bay, Wisconsin, hereinafter called "Village" and Nieuwenhuis Bros., Inc., 1407 Racine Street Suite G, Delavan, Wisconsin 53115, a Wisconsin corporation, hereinafter called "Contractor" and provides for the following. This is an extension of the current contract in place between the Village and Contractor and will expire on December 31, 2027.

I. Definitions. The following terms utilized in this contract are defined as set forth below:

- (1) "Aluminum container" means aluminum containers and scrap in whatever form.
- (2) "Bi-metal container" means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.
- (3) "Container board" means corrugated paperboard used in the manufacture of shipping containers and related products.
- (4) "Ferrous metal containers" means steel, brass, copper or other metal containers and scrap in whatever form.
- (5) "Foam polystyrene packaging" means packaging made primarily from foam polystyrene that satisfies one of the following criteria:
 - (a) Is designed for serving food or beverages.
 - (b) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
 - (c) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.
- (6) "Glass" means glass containers such as bottles and jars made of clear, green and brown colored glass. Not included are light bulbs, window glass, drinking glasses and dishes.
- (7) "HOPE" means high density polyethylene, labeled by the SPI code #2.
- (8) "Lead acid batteries" means only motor vehicle or automotive type batteries.
- (9) "LOPE" means low density polyethylene, labeled by the SPI code #4.
- (10) "Magazines" means magazines and other materials printed on similar paper.
- (11) "Major appliance" means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.

- (12) "Newspaper" means a newspaper and other materials printed on newsprint.
- (13) "Non-residential facilities and properties" means commercial, retail, industrial, institutional and governmental facilities and properties. This term does not include multiple family dwellings.
- (14) "Office paper" means high grade printing and writing papers. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.
- (15) "Other resins or multiple resins" means plastic resins labeled by the SPI code #7.
- (16) "Person" includes any individual corporation, partnership, association, local governmental unit, as defined ins. 66.299(1)(a), Wis. Stats.
- (17) "PETE" means polyethylene terephthalate, labeled by the SPI code #1.
- (18) "Plastic container" means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.
- (19) "Postconsumer waste" means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in s. 144.61(5), Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined ins. 144.44(7)(a)1., Wis. Stats.
- (20) "PP" means polypropylene, labeled by the SPI code #5.
- (21) "PS" means polystyrene, labeled by the SPI code #6.
- (22) "PVC" means polyvinyl chloride, labeled by the SPI code #3.
- (23) "Solid waste" has the meaning specified ins. 144.01(15), Wis. Stats.
- (24) "Waste tire" means a tire that is no longer suitable for its original purpose because of wear, damage or defect.
- (25) "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.
- (26) "Recycling bins" means those recycling bins provided to the Village by Contractor.
- (27) "Unit." A unit shall be defined as follows: A dwelling unit such as a single family home; duplex; mobile home; apartment building or condominium not exceeding four units per structure; and rooming, boarding, or lodging houses not exceeding four units per structure including the owner's residence. A unit shall not include camps, hotels, stores, restaurants and similar business establishments.

(28) "Recyclable materials" which are the subject of this contract and of the weekly recyclable materials collection by Contractor in the Village are:

- ▶ Lead acid batteries
- ▶ Waste oil
- ▶ Aluminum containers
- ▶ Kraft paper bags (brown paper bags)
- ▶ Corrugated paper or other container board
- ▶ Glass containers
- ▶ Magazines
- ▶ Non-corrugated cardboard packaging
- ▶ Newspaper
- ▶ Office paper
- ▶ Plastic bottles made of PETE (SPI Code #1) or HOPE (SPI Code #2)
- ▶ Steel containers
- ▶ Ferrous metal containers
- ▶ Bi-metal containers

(29) All references to solid waste in this contract shall mean postconsumer waste unless otherwise noted in the contract.

II. Term of Contract. The term of this Contract Extension shall be for five (5) years beginning on the first day of January _____, 2023, and ending on the 31st day of December, 2027. The term of this agreement may be extended by negotiations between the Village and the Contractor, such negotiations beginning 60 days prior to the effective termination date of this agreement. If, during the 60 days prior to termination of this Contract, no collection Contract is reached between the Village and the Contractor or another party, the Contractor agrees to provide month-to-month services under the same conditions existing at the date of expiration of this Contract. Said month-to-month period shall not exceed three (3) months. The Contract price for each month shall be one-twelfth (1/12) of the annual rate for the year of expiration. Should the parties negotiate a new Contract during the month-to-month continuation, the monthly Contract price for this continuation shall be adjusted up or down to one-twelfth (1 /12) of the new annual Contract rate.

III. Compensation to Contractor. In full and complete consideration of the performance by the Contractor of its obligations under this agreement, the Village shall pay the Contractor as follows:

For solid waste collection services:

- (1) Calendar year 2023, \$7.67 per unit, per month.
- (2) Calendar year 2024, \$7.75 per unit, per month.
- (3) Calendar year 2025, \$7.86 per unit, per month.
- (4) Calendar year 2026, \$7.94 per unit, per month.
- (5) Calendar year 2027, \$8.06 per unit, per month.

For recyclable materials collection services:

- (1) Calendar year 2023, \$4.09 per unit, per month.
- (2) Calendar year 2024, \$4.13 per unit, per month.
- (3) Calendar year 2025, \$4.20 per unit, per month.
- (4) Calendar year 2026, \$4.24 per unit, per month.
- (5) Calendar year 2027, \$4.30 per unit, per month.

Said monthly payments shall be due on the 1st day of each month of the contract period, and be payable within 30 days of the due date.

All amounts listed include "tipping fee tax." Furthermore, the parties agree that there are 1,657 units in the Village of Williams Bay as of the date of this extension for which curbside solid waste collection and recycling collection services are required at the time of execution of this contract. The parties agree to use the actual number of units as the measure of service in the Village of Williams Bay for January 1, 2023 and will be amended on six (6) month basis for the duration of this Contract extension.

IV. Frequency of Service. Contractor will furnish a regular scheduled weekly curbside collection service from every unit in the Village. This service shall consist of one curbside collection of solid waste and one curbside collection of recyclable materials per unit per week. The solid waste and recyclable curbside collection shall occur on the same day. The collection day will be the schedule in effect between the Village and Contractor currently--East side of the Bay on Monday, West side of the Bay on Tuesday. Holidays which fall on a scheduled collection day will require the collection to be made on the day following the holiday. All complaints concerning service shall be handled by the contractor within one working day of their receipt.

V. Location of Pickup. Collection service under this Contract is to be rendered only to units as defined above. All residential solid waste, garbage, rubbish, refuse and trash shall be placed in appropriate containers at the curbside immediately adjacent to the property owner's driveway. Alley pick up shall be adjacent to the property owner's property on the side of the alley. The property owner will be responsible for placing all residential solid waste, garbage, rubbish, refuse and trash at the pickup location by the scheduled pickup time on the appropriate collection day.

VI. Containers. The property owners or occupants shall furnish containers of plastic or galvanized metal, approximately 40 gallons or less in capacity, having cover handles and side bails or handles. Plastic bags of sufficient strength tied at the neck to allow lifting are satisfactory for garbage and trash.

The Village has already provided at its expense a sufficient quantity of recycling bins so as to provide one recycling bin per unit. Contractor will make available for purchase at contractor's cost additional recycling bins for purchase by residents of the Village should it be desired to have more than one recycling bin per unit at the option of the persons occupying units in the Village of Williams Bay. The recycling bins shall be placed next to the solid waste materials and both solid waste and recyclables shall be placed for collection by 6:00 a.m. on the designated collection day. The Contractor will complete all collections on schedule in accordance with its regular scheduled weekly collection service from every unit in the Village according to a regular collection schedule, to be approved by the Village, using modern first-class collection equipment.

Village has the right to inspect this collection equipment furnished and provided by Contractor at any time during normal working hours. If the equipment does not meet with the approval of the Village, the Contractor shall have a reasonable time to repair said equipment for re-inspection by the Village.

All recyclables or solid waste shall be collected and transported in such a manner as to prevent any falling or spilling of the material. If spillage does occur, the materials shall be picked up immediately and returned to the vehicle and the area of the spill properly cleaned by Contractor.

VII. Contractor is Owner of All Recyclable Materials. Ownership of all recyclable materials shall pass to Contractor upon the placing of the recyclable materials in Contractor's collection vehicle by Contractor's employees. Contractor is thereafter responsible for transporting, marketing, processing and disposing of the recyclable materials and shall hold Village harmless for such responsibility.

VIII. Placement of Recyclables for Collection. Presently the manner of placement of the recyclable materials is set forth in the Village of Williams Bay Recycling Ordinance which the Village shall be responsible for the enforcement thereof. Said recyclable materials are to be placed in the recycling bins provided by Contractor in accordance with this Contract insofar as the said recycling bins are suitable for such placement. In the case of newspapers and container board, they shall be bundled separately in 8 inch to 10 inch bundles, tied with string and placed beside the provided recycling container or as the Williams Bay Recycling Ordinance may otherwise provide. Waste oil shall be placed in transparent containers and lead acid batteries shall be placed alongside the recycling bin for collection in accordance with this agreement and the Williams Bay Recycling Ordinance then in effect.

IX. CONDUCT OF CONTRACTOR AND EMPLOYEES. Contractor and its employees shall be neat and courteous.

X. COLLECTION EQUIPMENT. The Contractor shall provide an adequate number of vehicles maintained in clean and sanitary condition. Each vehicle shall have clearly visible on each side the name and phone number of the Contractor.

XI. DISPOSAL. Contractor shall dispose of all residential solid waste, garbage, rubbish, refuse and trash at a properly licensed DNR landfill site. The Contract price includes all sanitary landfill disposal costs which shall be the sole obligation of the Contractor. Contractor will use the Mallard Ridge Landfill, Darien, WI and will supply a hold harmless agreement to Village from the landfill owner to be attached to this contract. In the event contractor changes landfill sites during the contract term, Village must be promptly notified of such change and a new hold harmless agreement to the Village in a form acceptable to Village must be furnished from the landfill owner. The required landfill hold harmless agreement is marked "Exhibit A" and is attached hereto and incorporated herein by reference.

XII. INDEMNITY. The Contractor will indemnify, save harmless and defend the Village, its officers, agents, servants and employees from demands, damages, costs, expenses and attorney's fees incident to any work done in performance of this agreement.

This indemnification shall extend to claims of liability in the nature of Worker's Compensation claims or damages for personal injury or for damage to property, both real and personal, which may arise from the operations by the Contractor under this agreement and as a result of any adverse effects on the environment (including federal and state superfund investigations, fines, assessments and/or remedial actions) relating to the disposal of Village's solid waste at any landfill. **(Superfund Indemnification).**

The Contractor shall provide the Village with a current certificate of insurance for automobile liability, general liability and superfund liability which may arise from the operations by the contractor under this agreement and as a result of any adverse effects on environment (including federal and state Superfund investigations, fines, assessments and/or remedial actions) relating to the disposal of Village's solid waste at any landfill in the minimum amounts as are set forth below.

The Contractor shall provide the Village with a current Certificate of Insurance for Worker's Compensation in the amounts required by law. Said Certificates shall provide the Village of Williams Bay as additional insured.

The Village of Williams Bay must be given 30 days' notice of cancellation.

► Insurance minimum limits: (occurrence policy)

General Liability• \$500,000 (aggregate), \$100,000 Fire Damage, \$5,000 Med. Expense

Automobile Liability• \$600,000 (combined single limit)

Umbrella (excess liability)• \$1,000,000

Workers Compensation & Employers Liability (statutory limits)

List Village as additional insured as to Superfund Indemnification

XIII. PERMITS AND LICENSES. The Contractor shall obtain at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

XIV. DEFAULT. If the Contractor fails to collect materials herein specified for a period in excess of five (5) consecutive working days after a required service date or fails to perform in a satisfactory manner, as prescribed herein, (provided such failure is not due to war, insurrection, riot, Act of God, or any other cause beyond the Contractor's control), all liability of the Village under this agreement to the Contractor shall cease and the Village shall be free to negotiate with other Contractors for the operation of said collection service. Under these circumstances an agreement with another Contractor shall not release this Contractor herein of its liability to the Village for breach of this agreement.

XV. BANKRUPTCY. If at any time during the term of this Contract there shall be filed by or against Contractor in any Court, pursuant to any statute either of the United States or of any State, a Petition in Bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a portion of the property of the Contractor, or if the Contractor makes an assignment for the benefit of creditors, this Contract, at the Village's option, may be cancelled and terminated.

XVI. ASSIGNMENT. Contractor may, during the term of the Contract, assign the Contract to another waste hauler. However, upon receipt of notice of such intended assignment from Contractor, Village may elect to reduce the remaining term of this Contract to one (1) year from the date such assignment is to be effective. In the event of such assignment, the assignee shall assume the liability of the Contractor.

XVII. RIGHT TO REQUIRE PERFORMANCE. The failure of the village at any time to require performance by the Contractor of any provisions of this agreement shall not be taken or held to be a waiver of any subsequent breach of such provision or as a waiver of any provision itself.

XVIII. PRIVATE CONTRACT PROVISIONS. Contractor will collect major appliances and waste tires from units in the Village on a case by case basis providing contractor and the unit occupant or owner can agree on an appropriate fee for said collection.

XIX. COMPLAINTS. All complaints shall be given prompt and courteous attention and in the case of alleged missed scheduled collections, the Contractor shall investigate the complaint and if the allegations are verified, shall arrange for the pick up of all materials not collected within 24 hours after the complaint is received.

XX. EFFICIENT SERVICE. The Contractor shall undertake to perform all services rendered hereunder in a neat, orderly, and efficient manner, to use care and diligence in the performance of this Contract, and to provide neat, orderly, and courteous employees and personnel on its crews.

XXI. COMPLIANCE WITH ALL LAWS. The Contractor shall at all times comply with all laws, Ordinances, and regulations of the Village of Williams Bay, County of Walworth, and State of Wisconsin, at any time applicable to the Contractor's operations under this Contract.

XXII. ADDITIONAL RECYCLABLE MATERIALS. The Village reserves the right to designate recyclable in accordance with State law and to either add or delete them from the collection services being provided by Contractor in accordance with this Agreement. The Village shall provide written notice to the Contractor and its service recipients of this declaration.

XXIII. SEVERABILITY. Upon any provision of this agreement being declared illegal, void, or unenforceable by a court of law, the other provisions herein shall not be affected and shall remain in full force and effect. The parties hereby agree to attempt to negotiate replacement of any illegal, void or unenforceable provision with a legal or enforceable provision that attempts to retain the spirit of the original provision.

XXIV. NOTICE. Any notice required by or within this agreement shall be sent by Certified United States mail to either party at its regular business address.

XXV. MODIFICATION. This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

XXVI. VILLAGE DUMPSTER. The Contractor agrees to provide one 11) six (6) yard container at the Village garage to be dumped weekly. For the months of June, July and August, the Contractor will provide one (1) additional six yard container at the Village Garage with both containers to be dumped weekly, or, alternatively, the Contractor will dump the one six yard container at the Village Garage twice weekly during the months of June, July and August. The consideration for this service is as follows: \$130.00 per month for the duration of the contract.

XXVII. RECYCLE BOXES. The Contractor agrees to provide a set of recycle boxes at each of the following locations located within the Village:

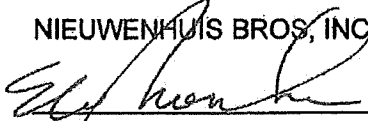
- (1) One set at the East Park; One set at the Beach House;
- (2) Two sets in the Public Launch area;
- (3) Three sets in Edgewater Park;
- (4) One set at the Fieldhouse;
- (5) One set by the Tennis Court/Basketball area in the Fieldhouse Park;
- (6) One set at the West Municipal Pier.

A "set" of recycle boxes for purposes of this paragraph means a set of three bins distinctively marked for recyclables, one bin to hold glass, a second bin to hold metal and a third bin to hold plastic recyclable materials. The Contractor will empty the recycle boxes on an as needed basis throughout the year during the term of this Contract. There will be no charge for this service by the Contractor.

XXVIII. SERVICE CONTRACT. The parties hereto recognize that this Contract is a service Contract and extensions or renewals may be accomplished by negotiation between the parties as set forth above. This does not preclude the Village from letting a new Contract by negotiation or bidding.

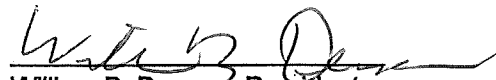
IN WITNESS WHEREOF, the Contractor and Village have caused these presents to be signed the date and year first above written.

NIEUWENHUIS BROS, INC.


Eli Nieuwenhuis, Owner and President

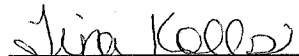
12/16/22
Date

VILLAGE OF WILLIAMS BAY


William B. Duncan, President

12/27/22
Date

ATTEST:


Tina Kolls, Clerk

12/27/2022
Date

NON-CORPORATE RESOLUTION

Account Number _____

I, _____, Secretary/Officer of _____

(the "Organization"), hereby certify that on the _____ day of _____, _____, the Organization's _____
day month year Governing Body

duly and validly adopted the following resolutions and that the resolutions are now in full force and effect, have not been repealed, and are not in conflict

with the _____ of Organization:
Name of Document under which Organization is Operating

1. RESOLVED, that the individuals named in number five below, individually or in combination, are authorized to sell, assign, and endorse for transfer certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of this Organization;
2. RESOLVED, that the Organization is authorized to establish and maintain one or more accounts (hereafter "Account") with Cetera Investment Services LLC, (Cetera Investment Service);
3. RESOLVED, that the Organization is authorized to sell, purchase, and own any securities and investments, limited to bonds and securities issued by the federal government or a commission, board or other instrumentality of the federal government and/or repurchase agreements that are fully collateralized by federal bonds or securities and that the Organization is authorized to enter into the types of transactions mentioned above.
4. RESOLVED, that the Organization is authorized to perform or cause to be performed any and all actions necessary or prudent to effect transactions in or maintain ownership or possession of the securities and investments referred to in resolution number three above;
5. RESOLVED, that the following individuals are authorized, individually, to act on behalf of and bind the Organization, provide verbal or written Account instructions to Cetera Investment Services or its authorized representatives, receive from Cetera Investment Services for and on behalf of the Organization any and all communications relating to the Account, and perform for and on behalf of the Organization any and all actions necessary or prudent to effect transactions in or maintain ownership or possession of the securities and investments referred to in resolution number three above:

_____ Name	_____ Title	_____ Sample Signature
---------------	----------------	---------------------------

_____ Name	_____ Title	_____ Sample Signature
---------------	----------------	---------------------------

_____ Name	_____ Title	_____ Sample Signature
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_____ Name	_____ Title	_____ Sample Signature
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Securities and insurance products are offered through Cetera Investment Services LLC (doing insurance business in CA as CFG STC Insurance Agency LLC), member FINRA/SIPC. Cetera Investment Services LLC is not affiliated with any financial institution where investment services are offered.

Investments are: *Not FDIC/NCUSIF insured *May lose value *Not financial institution guaranteed *Not a deposit *Not insured by any federal government agency.

1. RESOLVED, that the failure to supply a specimen signature in resolution number five above will not invalidate any transaction if the transaction is ordered in accordance with the authority actually granted by these resolutions;
2. RESOLVED, that the foregoing resolutions apply to all Account transactions whether occurring prior to, contemporaneous with, or after the date shown below, that transactions occurring prior to the date shown below are hereby ratified by the Organization, and that Cetera Investment Services may rely on these resolutions until the end of the business day after the day on which written notice of revocation is received by **Cetera Investment Services LLC, ATTN: Resource Center, P.O. Box 283, St. Cloud, MN 56302-0283;**
3. RESOLVED, that in order to facilitate compliance with the customer identification rules of 31CFR Part 103, the Organization will provide a copy of its organizing document or a copy of its government issued business license. The Organization acknowledges that Cetera Investment Services' sole use of this documentation is to verify the Organization's identity as required by 31CFR Part 103. Cetera Investment Services is under no duty to interpret, monitor or enforce any provision of the document provided;
4. RESOLVED, that these resolutions inure to the benefit of Cetera Investment Services and their successors and assigns, and to any person relying on resolution number one above.

I further certify that the Organization is duly organized and validly existing and that at least one individual named in number five above is a control person who has significant responsibility for managing the Organization (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

_____ day of _____, _____.
 day month year

☐ Check if Sole Officer

 Secretary/Officer*

**Individual signing this document should not be an authorized officer/control person under paragraph 5 above, unless he/she is the Sole Officer.*

If this resolution certificate is related to a securities transaction, a death put request or any other transaction that requires it to be provided to a securities issuer or transfer agent, it must have original (wet) signatures because securities issuers and transfer agents will not accept electronic signatures.

CHANGE ORDER NO. 1

PROJECT:	Lime Reactor Cleaning and Repainting	DATE OF ISSUANCE:	March 26 2024
OWNER:	Village of Williams Bay 250 Williams Street Williams Bay, WI 53191	ENGINEER:	Baxter & Woodman, Inc. 256 South Pine Street Burlington, WI 53105
CONTRACTOR:	TMI Coatings, Inc. 3291 Terminal Drive St. Paul, MN 55121	ENGINEER's Project No.	222478.00

You are directed to make the following changes in the Contract Documents: Repair the lime reactor equipment by welding and then prepare the weld areas for coating. See attached Work Directive No. 1 dated December 4, 2023. This work was completed in the period between December 14, 2023, and December 19, 2023, and included efforts from Action Weld and Supply, LLC for the welding and TMI Coating, Inc. to prepare the welds for coating. Attached are invoices from TMI Coatings, White Cap, and Action Weld and Supply, LLC totaling \$12,431.51.

CHANGE IN CONTRACT PRICE:

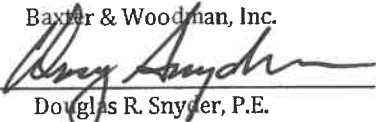
Original Contract Price:	\$343,000.00
Previous Change Orders: No. <u> </u> to No. <u> 1 </u>	\$0.00
Current Contract Price:	\$343,000.00
Net Increase of this Change Order:	\$12,431.51
Contract Price with this Change Order:	\$355,431.51

CHANGE IN CONTRACT TIME:

Original Contract Time:	
Substantial Completion:	60 days
Completion:	April 15, 2024
Change from previous Change Orders:	None
Current Contract Time:	
Substantial Completion:	60 days
Completion:	April 15, 2024
Net increase of this Change Order:	None
Contract Time with this Change Order:	
Substantial Completion:	60 days
Completion:	April 15, 2024

PREPARED BY:

Baxter & Woodman, Inc.

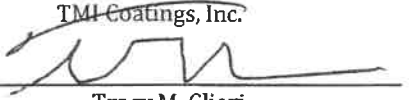
By  ByDouglas R. Snyder, P.E.
Project Manager**APPROVED:**

Village of Williams Bay

By _____ By

William B. Duncan
President**ACCEPTED:**

TMI Coatings, Inc.

By  ByTracy M. Gliori
President

WORK CHANGE DIRECTIVE FORM

NO. 1

PROJECT: Lime Reactor Cleaning and Repainting **DATE OF ISSUANCE:** 12-04-23
Engineer's Project No. 222478

CONTRACTOR: TMI Coatings, Inc.
 3291 Terminal Drive
 St. Paul, MN 55121

OWNER: Village of Williams Bay
 250 Williams Street
 Williams Bay, WI 53191

ENGINEER: Baxter & Woodman, Inc.
 256 South Pine Street
 Burlington, WI 53105

You are directed to proceed promptly with the following change(s):

Description:

1. Repair areas of the metal surfaces by welding and repair welded areas by blasting prior to final painting.

Purpose of Work Directive Change and Description of Additional Costs:

See the attached December 1, 2023, notice from the Contractor with supporting documentation.

Attachments: December 1 letter from TMI Coatings, Inc.

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

- ☒ Time and materials based on General Conditions
☐ Unit prices
☐ Cost plus fixed fee
☒ Other Daily Concurrence of Hours
☒ Certified payroll records

Estimated increase in Contract Price: \$8000

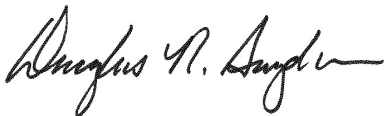
Method of determining change in Contract Time:

- ☐ Contractor's records
☐ Engineer's records
☐ Other _____

Estimated increase in Contract Time: None

RECOMMENDED: BAXTER & WOODMAN, INC.

By



Douglas R. Snyder P.E.
 Project Manager



PAINTING &
RESTORATION
CONTRACTORS

3291 Terminal Drive
St. Paul, Minnesota 55121
P: 651 452 6100 F: 651 452 0598

tmicoatings.com

12/1/2023

Doug Snyder
Baxter and Woodman, Inc.
256 South Pine Street
Burlington, WI 53105

RE: Williams Bay Steel Inspection

Doug,

Now that the lime reactor and sludge thickener have been drained and the bulk of the cleanup has been completed, sandblasting and paint preparation has begun. As a result, our job superintendent, Mark Behrens, has started to uncover several structural issues. Mark has verbally informed Wayne Edwards of these issues, but at this point it is important that we also bring you into the conversation.

On November 29-30, Chris Wolfgram, our in-house AWS Certified Welding Inspector, was on site to inspect the condition of the tanks and noted several examples of porosity, skips in welds, advanced corrosion, pitting and rust through. Issues are present in both tanks but the primary concerns are in the lime reactor. There are numerous signs of deterioration and corrosion. Additionally, in their current state, these areas will not pass holiday detection tests and cannot be warranted. Several of the areas are continuing to leak moisture and at a minimum will require re-blasting.

Some examples are as follows:



Advanced corrosion prior and post blasting.



Skips in welds.



Porosity in overlapping seams.



Rust through.



Pitting.



As required in the construction documents, now that we have uncovered these conditions, we are making you aware of our concerns and asking that you review them and determine the next course of action. Once you have had an opportunity to review and discuss them with the owner please let us know your conclusions and next steps you would like us to take.

These photos represent a portion of what was discovered. Additional photos are attached for your review. Should you have any questions or require additional information please let us know. We would be happy to discuss.

Best regards,



Kevin Fitch
Estimator/Project Manager

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7055
F: (651) 452-0598

www.tmicoatings.com



TMI COATINGS

Best regards,



Kevin Fitch
TMI Coatings, Inc.

Breakdown of TMI labor costs

		Who	Man Hours	Supt Hours
28-Nov	Started Blasting. Discovered welding issues			
29-Nov	MB showed issues to Wayne			
30-Nov	More weld issues discovered			
	CW on site to inspect	CW		6.5
1-Dec	Notified Eng. (Doug) of issues			
2-Dec	Uncovered more issues			
	Started priming. Had to skip areas in need of repair			
4-Dec	Finished blasting reactor tank			
8-Dec	Marked welds in need of repair	MB		3
	Got ok from Eng. to make repairs			
9-Dec	Met welder for walkthru	MB		1
12-Dec	Met welders (2) for walkthru	MB		2
14-Dec	Welders on site to make repairs			
	pulled some equipment to give welders access	MB		2
16-Dec	Welders finished			
18-Dec	Grind welds to prep for paint	Crew	27	8
19-Dec	More grinding of welds	Crew	13.5	4.5
	Total hours		40.5	27
	Hourly rate		\$ 135.00	\$ 168.00
			\$5,467.50	\$ 4,536.00

↑ includes 15% mark-up
since refusing to provide
certified payroll

TMI COST = \$5467.50

Action Weld and Supply, LLC
 PO BOX 432
 Elkhorn, WI 53121 US
 +1 2627458839
 cr769@hotmail.com

Invoice



BILL TO
TMI Coatings Inc 3291 Terminal Dr. St. Paul

SHIP TO
TMI Coatings Inc 3291 Terminal Dr. St. Paul

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
238533	12/17/2023	\$6,112.39	12/18/2023	Net 30	

SHIP DATE
12/16/2023

P.O. NUMBER
Verbal AL

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/14/2023	Welding repair	labor to set up	0.75	90.00	67.50T
12/14/2023	Welding repair	repair corroded areas marked	16.50	125.00	2,062.50T
12/15/2023	Welding repair	labor o set up	0.75	90.00	67.50T
12/15/2023	Welding repair	repair corroded areas marked	14	125.00	1,750.00T
12/16/2023	Welding repair	repair corroded areas marked (overtime premium hourly rate)	10	175.00	1,750.00T
12/16/2023	Services	misc. materials and consumables		96.23	96.23T
ACTION WELD & SUPPLY LLC					
SUBTOTAL					5,793.73
TAX					318.66
TOTAL					6,112.39
BALANCE DUE					\$6,112.39

5%
MARK-UP

305.62

6418.01

WHITE CAP®

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

BRANCH ADDRESS
685 - WC MILWAUKEE WI (BW)

(262) 785-4646
2880 S 171ST ST
NEW BERLIN WI 53151
WAUKESHA

INVOICE

INVOICE NUMBER
50024995717
INVOICE DATE
01/02/2024
CUSTOMER PO NUMBER
WILLIAMS BAY WATER DEPT

TO VIEW AND PAY ONLINE GO TO:
<http://whitecap.billtrust.com>
ENROLLMENT TOKEN:
WFP GVM MBZ

TERRITORY:
SHIP TO: 10004783026

MAKE CHECKS PAYABLE TO:
White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852

SOLD TO: 155149000

TMI COATINGS INC
3291 TERMINAL DR
EAGAN MN 55121

WILLIAMS BAY WATER DEPT.
155 ELKHORN ROAD
WILLIAMS BAY WATER DEPT.
WILLIAMS BAY WI 53191

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
12/28/2023	56926892	AL TRENARY	QUINN, ZACHARY	QUINN, ZACHARY J				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
685	10004783026	NET 10TH PROX	O. WILL CALL	WILLIAMS BAY				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 27697643 SHIPPING NOTES: SITE CONTACT MARK 920-222-3933 *****	1	0	0	1	0.00	
1	438431201	20OZ SAUSAGE SIKAFLEX 1A WHITE URETHANE SEALANT SIKAFLEX	20	14.00 EA	0	20	280.00	14.00
2	438431241	10OZ TUBE SIKAFLEX 1A WHITE URETHANE SEALANT 24/BOX SIKAFLEX	30	8.00 EA	0	30	240.00	12.00
			ACCT # 1-3410 JOB # 7538 MATCHES PO Y OR N (AP TO INITIAL) PO # ACKN EXT CKD OK TO PAY AT					
The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com Pay your invoices online by visiting: https://whitecap.billtrust.com Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.								

For questions regarding this invoice please call 1-866-857-0295.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit <https://www.whitecap.com/terms/terms-conditions-of-sale-terms-to-view>
complete terms and conditions.

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TOTAL GROSS	520.00
TOTAL TAX	26.00
TOTAL SHIPPING AND HANDLING	9.00
TOTAL INVOICE	546.00

Page 1 of 1

SEALANT
COST = \$546.00

**VILLAGE OF WILLIAMS BAY, WISCONSIN
ALTA SURVEY – PARCEL WWUP 00021A
ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 2326270.00

Project Description:

Preparation of a feasibility study for possible lease areas on Parcel WWUP 00021A and a legal survey in accordance with the minimum standard detail requirements for Association/National Society of Professional Surveyors (ALTA/NSPS) Land Title Survey, effective February 23, 2021; see Exhibit A. The Project also includes engineering assistance with the cell carriers.

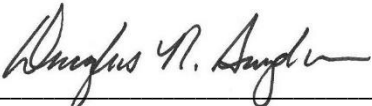
Engineering Services:

Specific Engineering services are described in the Master Engineering Services Agreement between the Owner and Engineers dated October 16, 2017. A detailed scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B.

Compensation:

Compensation for the services will be in accordance with the Master Engineering Services Agreement dated October 16, 2017. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, a lump sum of **\$18,800.**

Submitted by: **Baxter & Woodman, Inc.**

By: 

Douglas R. Snyder, P.E.

Title: Vice President

Date: March 27, 2024

Approved: **Village of Williams Bay, WI**

By: _____

William B. Duncan

Title: President

Date: _____

Attest: _____

Tina Kolls, Clerk

Additional Comments: None.

Project Background and Description

The goal is to locate a minimum 150-foot square area on Parcel WWUP 00021A suitable for lease for a self-supported antenna structure for multiple cell carriers. Below is a snip of the general location for the structure; a more detailed location of the available sites is part of scope. There are several utilities on this parcel including gas, electric, WalCoMet force main, Village water main, and Village gravity sewer.



Scope of Services

The Project includes the preparation of a feasibility study for possible lease areas on Parcel WWUP 00021A and a legal survey in accordance with the minimum standard detail requirements for Association/National Society of Professional Surveyors (ALTA/NSPS) Land Title Survey, effective February 23, 2021; see Exhibit A. The following tasks are necessary to complete this Project:

-
1. PROJECT MANAGEMENT - Plan, schedule, and control the activities that must be performed to complete the Project.
 2. REVIEW FEASIBLE OPTIONS - Prepare a concept plan with an opinion of probable cost of developing possible 150' x 150' lease locations. These locations will depend on existing utilities, geographic features, property boundaries, and determined by record information, field locates and GPS verification.
 3. ALTA SURVEY - Perform a legal and topographic survey of all natural and man-made above ground features on Parcel WWUP 00021A, including:
 - A. Calling Digger's Hotline to locate the existing utilities.
 - B. Downloading survey data and generate topographic site plan drawing in AutoCAD file format. Furnish electronic pdf file copy of the topographic site plan.
 - C. Preparing an American Land Title Association/National Society of Professional Surveyors (ALTA/NSPS) Land Title Survey for the subject property. The survey shall be in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, see Exhibit B, with Items #1, 2, 3, 4, 7(a), 8, 9, 11, 13 of Table A.
 - D. Providing three copies of the ALTA/NSPS Land Title Survey, signed and sealed by a Licensed Professional Land Surveyor and an electronic pdf file copy.
 - E. Obtaining title commitments for the parcel.
 - F. Showing rights-of-way, boundary lines, section, and quarter section lines.
 - G. Showing all found monumentation and description of each corner.
 - H. Set/establish any missing boundary corner monuments.
 - I. Providing legal description of the property, as furnished by the client.
 - J. Providing the address of the property.
 - K. Providing the flood zone classification and the flood plain depicted by graphic plotting from the FEMA flood mapping. Also, provide the floodway boundary on the plat as per the FEMA mapping.
 - L. Providing the land area of the property.
 - M. Providing the dimensions of all buildings on the property.
 - N. Showing all features observed and surveyed on the property.
 - O. Showing the type of parking spaces (regular, handicap, etc.) on the property.
 - P. Showing the location of the existing utilities on or adjacent to the property, including sanitary, storm water, gas, electric, phone, cable, etc. Identify either above or below ground.
 - Q. Labeling the names of adjoining property owners according to current tax records.
 4. LEASE AREA RECOMMENDATION - Provide a legal survey with a legal description of the recommended lease area.

**MINIMUM STANDARD DETAIL REQUIREMENTS FOR
ALTA/NSPS LAND TITLE SURVEYS**
(Effective February 23, 2021)

EXHIBIT A

1. Purpose - Members of the American Land Title Association® (ALTA) have specific needs, unique to title insurance matters, when asked to insure title to land without exception as to the many matters which might be discoverable from survey and inspection, and which are not evidenced by the public records.

For a survey of real property, and the plat, map or record of such survey, to be acceptable to a title insurance company for the purpose of insuring title to said real property free and clear of survey matters (except those matters disclosed by the survey and indicated on the plat or map), certain specific and pertinent information must be presented for the distinct and clear understanding between the insured, the client (if different from the insured), the title insurance company (insurer), the lender, and the surveyor professionally responsible for the survey.

In order to meet such needs, clients, insurers, insureds, and lenders are entitled to rely on surveyors to conduct surveys and prepare associated plats or maps that are of a professional quality and appropriately uniform, complete, and accurate. To that end, and in the interests of the general public, the surveying profession, title insurers, and abstracters, the ALTA and the NSPS jointly promulgate the within details and criteria setting forth a minimum standard of performance for ALTA/NSPS Land Title Surveys. A complete 2021 ALTA/NSPS Land Title Survey includes:

- (i) the on-site fieldwork required pursuant to Section 5,
- (ii) the preparation of a plat or map pursuant to Section 6 showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor pursuant to Section 4,
- (iii) any information from Table A items requested by the client, and
- (iv) the certification outlined in Section 7.

2. Request for Survey - The client shall request the survey, or arrange for the survey to be requested, and shall provide a written authorization to proceed from the person or entity responsible for paying for the survey. Unless specifically authorized in writing by the insurer, the insurer shall not be responsible for any costs associated with the preparation of the survey. The request must specify that an **"ALTA/NSPS LAND TITLE SURVEY"** is required and which of the optional items listed in Table A, if any, are to be incorporated. Certain properties or interests in real properties may present issues outside those normally encountered on an ALTA/NSPS Land Title Survey (e.g., marinas, campgrounds, mobile home parks, easements, leases, mineral interests, other non-fee simple interests). The scope of work related to surveys of such properties or interests in real properties should be discussed with the client, lender, and insurer, and agreed upon in writing prior to commencing work on the survey. When required, the client shall secure permission for the surveyor to enter upon the property to be surveyed, adjoining properties, or offsite easements.

3. Surveying Standards and Standards of Care

- A. **Effective Date** - The 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys are effective February 23, 2021. As of that date, all previous versions of the Minimum Standard Detail Requirements for ALTA/ACSM or ALTA/NSPS Land Title Surveys are superseded by these standards.
- B. **Other Requirements and Standards of Practice** - Many states and some local jurisdictions have adopted statutes, administrative rules, and/or ordinances that set out standards regulating the practice of surveying within their jurisdictions. In addition to the standards set forth herein,



surveyors must also conduct their surveys in accordance with applicable jurisdictional survey requirements and standards of practice. Where conflicts between the standards set forth herein and any such jurisdictional requirements and standards of practice occur, the more stringent must apply.

- C. **The Normal Standard of Care** - Surveyors should recognize that there may be unwritten local, state, and/or regional standards of care defined by the practice of the “prudent surveyor” in those locales.
- D. **Boundary** - The boundary lines and corners of any property or interest in real property being surveyed (hereafter, the “surveyed property” or “property to be surveyed”) as part of an ALTA/NSPS Land Title Survey must be established and/or retraced in accordance with appropriate boundary law principles governed by the set of facts and evidence found in the course of performing the research and fieldwork.
- E. **Measurement Standards** - The following measurement standards address Relative Positional Precision for the monuments or witnesses marking the corners of the surveyed property.
 - i. “Relative Positional Precision” means the length of the semi-major axis, expressed in meters or feet, of the error ellipse representing the uncertainty in the position of the monument or witness marking any boundary corner of the surveyed property relative to the position of the monument or witness marking an immediately adjacent boundary corner of the surveyed property resulting from random errors in the measurements made in determining those positions at the 95 percent confidence level. Relative Positional Precision can be estimated by the results of a correctly weighted least squares adjustment of the survey. Alternatively, Relative Positional Precision can be estimated by the standard deviation of the distance between the monument or witness marking any boundary corner of the surveyed property and the monument or witness marking an immediately adjacent boundary corner of the surveyed property (called local accuracy) that can be computed using the full covariance matrix of the coordinate inverse between any given pair of points, understanding that Relative Positional Precision is based on the 95 percent confidence level, or approximately 2 standard deviations.
 - ii. Any boundary lines and corners established or retraced may have uncertainties in location resulting from (1) the availability, condition, history and integrity of reference or controlling monuments, (2) ambiguities in the record descriptions or plats of the surveyed property or its adjoiners, (3) occupation or possession lines as they may differ from the written title lines, or (4) Relative Positional Precision. Of these four sources of uncertainty, only Relative Positional Precision is controllable, although, due to the inherent errors in any measurement, it cannot be eliminated. The magnitude of the first three uncertainties can be projected based on evidence; Relative Positional Precision is estimated using statistical means (see Section 3.E.i. above and Section 3.E.v. below).
 - iii. The first three of these sources of uncertainty must be weighed as part of the evidence in the determination of where, in the surveyor’s opinion, the boundary lines and corners of the surveyed property should be located (see Section 3.D. above). Relative Positional Precision is a measure of how precisely the surveyor is able to monument and report those positions; it is not a substitute for the application of proper boundary law principles. A boundary corner or line may have a small Relative Positional Precision because the survey measurements were precise, yet still be in the wrong position (i.e., inaccurate) if it was established or retraced using faulty or improper application of boundary law principles.
 - iv. For any measurement technology or procedure used on an ALTA/NSPS Land Title Survey, the surveyor must (1) use appropriately trained personnel, (2) compensate for systematic errors, including those associated with instrument calibration, and (3) use appropriate error propagation and measurement design theory (selecting the proper instruments, geometric layouts, and field and computational procedures) to control random errors such that the maximum allowable Relative Positional Precision outlined in Section 3.E.v. below is not exceeded.



- v. The maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey is 2 cm (0.07 feet) plus 50 parts per million (based on the direct distance between the two corners being tested). It is recognized that in certain circumstances, the size or configuration of the surveyed property, or the relief, vegetation, or improvements on the surveyed property, will result in survey measurements for which the maximum allowable Relative Positional Precision may be exceeded in which case the reason shall be noted pursuant to Section 6.B.x. below.

4. Records Research - It is recognized that for the performance of an ALTA/NSPS Land Title Survey, the surveyor will be provided with appropriate and, when possible, legible data that can be relied upon in the preparation of the survey. In order to complete an ALTA/NSPS Land Title Survey, the surveyor must be provided with the following:

- A. The current record description of the real property to be surveyed or, in the case of an original survey prepared for purposes of locating and describing real property that has not been previously separately described in documents conveying an interest in the real property, the current record description of the parent parcel that contains the property to be surveyed;
- B. Complete copies of the most recent title commitment or, if a title commitment is not available, other title evidence satisfactory to the title insurer;
- C. The following documents from records established under state statutes for the purpose of imparting constructive notice of matters relating to real property (public records):
 - i. The current record descriptions of any adjoining to the property to be surveyed, except where such adjoining are lots in platted, recorded subdivisions;
 - ii. Any recorded easements benefitting the property to be surveyed; and
 - iii. Any recorded easements, servitudes, or covenants burdening the property to be surveyed; and
- D. If desired by the client, any unrecorded documents affecting the property to be surveyed and containing information to which the survey shall make reference.

Except, however, if the documents outlined in this section are not provided to the surveyor or if non-public or quasi-public documents are otherwise required to complete the survey, the surveyor must conduct that research which is required pursuant to the statutory or administrative requirements of the jurisdiction where the surveyed property is located and that research (if any) which is negotiated and outlined in the terms of the contract between the surveyor and the client.

5. Fieldwork - The survey must be performed on the ground (except as may be otherwise negotiated pursuant to Table A, Item 15 below). Except as related to the precision of the boundary, which is addressed in Section 3.E. above, features located during the fieldwork shall be located to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the surveyed property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) the existing use, if the planned use is not so reported. The fieldwork shall include the following:

A. Monuments

- i. The location, size, character, and type of any monuments found during the fieldwork.
- ii. The location, size, character, and type of any monuments set during the fieldwork, if item 1 of Table A was selected or if otherwise required by applicable jurisdictional requirements and/or standards of practice.
- iii. The location, description, and character of any lines that control the boundaries of the surveyed property.

B. Rights of Way and Access

- i. The distance from the appropriate corner or corners of the surveyed property to the nearest right of way line, if the surveyed property does not abut a right of way.
- ii. The name of any street, highway, or other public or private way abutting the surveyed property, together with the width of the travelled way and the location of each edge of the travelled way including on divided streets and highways. If the documents provided to or



obtained by the surveyor pursuant to Section 4 indicate no access from the surveyed property to the abutting street or highway, the width and location of the travelled way need not be located.

- iii. Visible evidence of physical access (e.g., curb cuts, driveways) to any abutting streets, highways, or other public or private ways.
- iv. The location and character of vehicular, pedestrian, or other forms of access by other than the apparent occupants of the surveyed property to or across the surveyed property observed in the process of conducting the fieldwork (e.g., driveways, alleys, private roads, railroads, railroad sidings and spurs, sidewalks, footpaths).
- v. Without expressing a legal opinion as to ownership or nature, the location and extent of any potentially encroaching driveways, alleys, and other ways of access from adjoining properties onto the surveyed property observed in the process of conducting the fieldwork.
- vi. Where documentation of the location of any street, road, or highway right of way abutting, on, or crossing the surveyed property was not disclosed in documents provided to or obtained by the surveyor, or was not otherwise available from the controlling jurisdiction (see Section 6.C.iv. below), the evidence and location of parcel corners on the same side of the street as the surveyed property recovered in the process of conducting the fieldwork which may indicate the location of such right of way lines (e.g., lines of occupation, survey monuments).
- vii. Evidence of access to and from waters adjoining the surveyed property observed in the process of conducting the fieldwork (e.g., paths, boat slips, launches, piers, docks).

C. Lines of Possession and Improvements along the Boundaries

- i. The character and location of evidence of possession or occupation along the perimeter of the surveyed property, both by the occupants of the surveyed property and by adjoining, observed in the process of conducting the fieldwork.
- ii. Unless physical access is restricted, the character and location of all walls, buildings, fences, and other improvements within five feet of each side of the boundary lines observed in the process of conducting the fieldwork (see Section 5.E.iv. regarding utility poles). Trees, bushes, shrubs, and other vegetation need not be located other than as specified in the contract, unless they are deemed by the surveyor to be evidence of possession or occupation pursuant to Section 5.C.i.
- iii. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the evidence, location, and extent of potentially encroaching structural appurtenances and projections observed in the process of conducting the fieldwork (e.g., fire escapes, bay windows, windows and doors that open out, flue pipes, stoops, eaves, cornices, areaways, steps, trim) by or onto adjoining property, or onto rights of way, easements, or setback lines disclosed in documents provided to or obtained by the surveyor.

D. Buildings

The location of buildings on the surveyed property observed in the process of conducting the fieldwork.

E. Easements and Servitudes

- i. Evidence of any easements or servitudes burdening the surveyed property as disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4 and observed in the process of conducting the fieldwork.
- ii. Evidence of easements, servitudes, or other uses by other than the apparent occupants of the surveyed property not disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4, but observed in the process of conducting the fieldwork if they are on or across the surveyed property (e.g., roads, drives, sidewalks, paths and other ways of access, utility service lines, utility locate markings (including the source of the markings, with a note if unknown), water courses, ditches, drains, telephone lines, fiber optic lines, electric lines, water lines, sewer lines, oil pipelines, gas pipelines).
- iii. Surface indications of underground easements or servitudes on or across the surveyed property observed in the process of conducting the fieldwork (e.g., utility cuts, vent pipes,



filler pipes, utility locate markings (including the source of the markings, with a note if unknown)).

- iv. Evidence on or above the surface of the surveyed property observed in the process of conducting the fieldwork, which evidence may indicate utilities located on, over, or beneath the surveyed property. Examples of such evidence include pipeline markers, utility locate markings (including the source of the markings, with a note if unknown), manholes, valves, meters, transformers, pedestals, clean-outs, overhead lines, guy wires, and utility poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the extent of all encroaching utility pole crossmembers or overhangs.

F. Cemeteries

As accurately as the evidence permits, the perimeter of cemeteries and burial grounds, and the location of isolated gravesites not within a cemetery or burial ground, (i) disclosed in the documents provided to or obtained by the surveyor, or (ii) observed in the process of conducting the fieldwork.

G. Water Features

- i. The location of springs, ponds, lakes, streams, rivers, canals, ditches, marshes, and swamps on, running through, or outside, but within five feet of, the perimeter boundary of the surveyed property and observed during the process of conducting the fieldwork.
- ii. The location of any water feature forming a boundary of the surveyed property. The attribute(s) of the water feature located (e.g., top of bank, edge of water, high water mark) should be congruent with the boundary as described in the record description or, in the case of an original survey, in the new description (see Section 6.B.vi. below).

6. Plat or Map - A plat or map of an ALTA/NSPS Land Title Survey shall show the following information. Where dimensioning is appropriate, dimensions shall be annotated to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the surveyed property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) existing use, if the planned use is not so reported.

A. Field Locations. The evidence and locations gathered, and the monuments and lines located during the fieldwork pursuant to Section 5 above, with accompanying notes if deemed necessary by the surveyor or as otherwise required as specified below.

B. Boundary, Descriptions, Dimensions, and Closures

- i. (a) The current record description of the surveyed property, or
(b) In the case of an original survey, the current record document number of the parent tract that contains the surveyed property.
- ii. Any new description of the surveyed property that was prepared in conjunction with the survey, including a statement explaining why the new description was prepared. Except in the case of an original survey, preparation of a new description should be avoided unless deemed necessary or appropriate by the surveyor and insurer. Preparation of a new description should also generally be avoided when the record description is a lot or block in a platted, recorded subdivision. Except in the case of an original survey, if a new description is prepared, a note must be provided stating (a) that the new description describes the same real estate as the record description or, (b) if it does not, how the new description differs from the record description.
- iii. The point of beginning, the remote point of beginning or point of commencement (if applicable) and all distances and directions identified in the record description of the surveyed property (and in the new description, if one was prepared). Where a measured or calculated dimension differs from the record by an amount deemed significant by the surveyor, such dimension must be shown in addition to, and differentiated from, the corresponding record dimension. All dimensions shown on the survey and contained in any new description must be horizontal ground dimensions unless otherwise noted.



- iv. The direction, distance, and curve data necessary to compute a mathematical closure of the surveyed boundary. A note if the record description does not mathematically close. The basis of bearings and, where it differs from the record basis, the difference.
 - v. The remainder of any recorded lot or existing parcel, when the surveyed property is composed of only a portion of such lot or parcel, shall be graphically depicted. Such remainder need not be included as part of the actual survey, except to the extent necessary to locate the lines and corners of the surveyed property, and it need not be fully dimensioned or drawn at the same scale as the surveyed property.
 - vi. When the surveyed property includes a title line defined by a water boundary, a note on the face of the plat or map noting the date the boundary was measured, which attribute(s) of the water feature was/were located, and the caveat that the boundary is subject to change due to natural causes and that it may or may not represent the actual location of the limit of title. When the surveyor is aware of natural or artificial realignments or changes in such boundaries, the extent of those changes and facts shall be shown or explained.
 - vii. The relationship of the boundaries of the surveyed property to its adjoiners (e.g., contiguity, gaps, overlaps) where ascertainable from documents provided to or obtained by the surveyor pursuant to Section 4 and/or from field evidence gathered during the process of conducting the fieldwork. If the surveyed property is composed of multiple parcels, the extent of any gaps or overlaps between those parcels must be identified. Where gaps or overlaps are identified, the surveyor must, prior to or upon delivery of the final plat or map, disclose this to the insurer and client.
 - viii. When, in the opinion of the surveyor, the results of the survey differ significantly from the record, or if a fundamental decision related to the boundary resolution is not clearly reflected on the plat or map, the surveyor must explain this information with notes on the face of the plat or map.
 - ix. The location of buildings on the surveyed property dimensioned perpendicular to those perimeter boundary lines that the surveyor deems appropriate (i.e., where potentially impacted by a setback line) and/or as requested by the client, lender or insurer.
 - x. A note on the face of the plat or map explaining the site conditions that resulted in a Relative Positional Precision that exceeds the maximum allowed pursuant to Section 3.E.v.
 - xi. A note on the face of the plat or map identifying areas, if any, on the boundaries of the surveyed property, to which physical access within five feet was restricted (see Section 5.C.ii.).
 - xii. A note on the face of the plat or map identifying the source of the title commitment or other title evidence provided pursuant to Section 4, and the effective date and the name of the insurer of same.
- C. Easements, Servitudes, Rights of Way, Access, and Documents**
- i. The location, width, and recording information of all plottable rights of way, easements, and servitudes burdening and benefitting the surveyed property, as evidenced by documents provided to or obtained by the surveyor pursuant to Section 4.
 - ii. A summary of all rights of way, easements, and other survey-related matters burdening the surveyed property and identified in the title evidence provided to or obtained by the surveyor pursuant to Section 4. Such summary must include the record information of each such right of way, easement, or other survey-related matter, a statement indicating whether it lies within or crosses the surveyed property, and a related note if:
 - (a) its location is shown;
 - (b) its location cannot be determined from the record document;
 - (c) there was no observed evidence at the time of the fieldwork;
 - (d) it is a blanket easement;
 - (e) it is not on, does not touch, and/or – based on the description contained in the record document – does not affect, the surveyed property;
 - (f) it limits access to an otherwise abutting right of way;



- (g) the documents are illegible; or
- (h) the surveyor has information indicating that it may have been released or otherwise terminated.

In cases where the surveyed property is composed of multiple parcels, indicate which of such parcels the various rights of way, easements, and other survey-related matters cross or touch.

- iii. A note if no physical access to an abutting street, highway, or other public or private way was observed in the process of conducting the fieldwork.
- iv. The locations and widths of rights of way abutting or crossing the surveyed property and the source of such information (a) where available from the controlling jurisdiction, or (b) where disclosed in documents provided to or obtained by the surveyor pursuant to Section 4.
- v. The identifying titles of all recorded plats, filed maps, right of way maps, or similar documents that the survey represents, wholly or in part, with their recording or filing data.
- vi. For non-platted adjoining land, recording data and, where available, tax parcel number, identifying adjoining tracts according to current public records. For platted adjoining land, the recording data of the subdivision plat.
- vii. Platted setback or building restriction lines that appear on recorded subdivision plats or that were disclosed in documents provided to, or obtained by, the surveyor.
- viii. If in the process of preparing the survey the surveyor becomes aware of a recorded easement not otherwise listed in the title evidence provided, the surveyor must advise the insurer prior to delivery of the plat or map and, unless the insurer provides evidence of a release of that easement, show or otherwise explain it on the face of the plat or map, with a note that the insurer has been advised.

D. Presentation

- i. The plat or map must be drawn on a sheet of not less than 8 ½ by 11 inches in size at a legible, standard engineering scale, with that scale clearly indicated in words or numbers and with a graphic scale.
- ii. The plat or map must include:
 - (a) The boundary of the surveyed property drawn in a manner that distinguishes it from other lines on the plat or map.
 - (b) If no buildings were observed on the surveyed property in the process of conducting the fieldwork, a note stating “*No buildings observed.*”
 - (c) A north arrow (with north to the top of the drawing when practicable).
 - (d) A legend of symbols and abbreviations.
 - (e) A vicinity map showing the surveyed property in reference to nearby highway(s) or major street intersection(s).
 - (f) Supplementary or detail diagrams when necessary.
 - (g) Notes explaining any modifications to Table A items and the nature of any additional Table A items (e.g., 20(a), 20(b), 20(c)) that were negotiated between the surveyor and client.
 - (h) The surveyor’s project number (if any), and the name, registration or license number, signature, seal, street address, telephone number, company website, and email address (if any) of the surveyor who performed the survey.
 - (i) The date(s) of any revisions made by the surveyor who performed the survey.
 - (j) Sheet numbers where the plat or map is composed of more than one sheet.
 - (k) The caption “ALTA/NSPS Land Title Survey.”
- iii. When recordation or filing of a plat or map is required by state statutes or local ordinances, such plat or map shall be produced in the required form.



7. **Certification** - The plat or map of an ALTA/NSPS Land Title Survey must bear only the following unaltered certification except as may be required pursuant to Section 3.B. above:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _____ of Table A thereof. The fieldwork was completed on _____ [date].

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

8. **Deliverables** - The surveyor shall furnish copies of the plat or map of survey to the insurer and client and as otherwise negotiated with the client. Hard copies shall be on durable and dimensionally stable material of a quality standard acceptable to the insurer. A digital image of the plat or map may be provided in addition to, or in lieu of, hard copies pursuant to the terms of the contract. If the surveyor is required to record or file a plat or map pursuant to state statute or local ordinance it shall be so recorded or filed.



TABLE A
OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. _____ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. _____ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3. _____ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. _____ Gross land area (and other areas if specified by the client).
5. _____ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.
6. _____ (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.
_____. (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.
7. _____ (a) Exterior dimensions of all buildings at ground level.
_____. (b) Square footage of:
_____ (1) exterior footprint of all buildings at ground level.
_____ (2) other areas as specified by the client.
_____. (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8. _____ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. _____ Number and type (e.g., disabled, motorcycle, regular, and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots, and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.



10. _____ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.
11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
- _____ (a) plans and/or reports provided by client (with reference as to the sources of information)
- _____ (b) markings coordinated by the surveyor pursuant to a private utility locate request.
- Note to the client, insurer, and lender – With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.*
12. _____ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.
13. _____ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
14. _____ As specified by the client, distance to the nearest intersecting street.
15. _____ Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.
16. _____ Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
17. _____ Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
18. _____ Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.
19. _____ Professional liability insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.
20. _____

Adopted by the American Land Title Association on October 1, 2020. More at: www.alta.org.
Adopted by the National Society of Professional Surveyors on October 30, 2020. More at: www.nspss.us.com.



Village of Williams Bay, Wisconsin
Alta Survey – Parcel WWUP 00021A
Engineering Services
Work Order 2326270.00

Attachment B

MANPOWER REQUIREMENTS AND COSTS SUMMARY

<u>Task</u>	<u>Employee Class</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Labor Cost</u>
Administration & Meetings	Land Surveyor	\$ 195	6	\$ 1,170
	Vice President	\$ 250	12	\$ 3,000
Property Research	Land Surveyor	\$ 195	4	\$ 780
	Engineering Technician	\$ 100	16	\$ 1,600
Land Boundary Survey	Land Surveyor	\$ 195	20	\$ 3,900
	Engineering Technician	\$ 100	20	\$ 2,000
Plat Preparation	Land Surveyor	\$ 195	16	\$ 3,120
	Engineerig Technician	\$ 100	6	\$ 600
	Cadd Operator	\$ 135	16	\$ 2,160
Subtotal			116	\$ 18,330
Expenses		<u>Rate</u>	<u>Units</u>	
	Mileage	\$ 0.670	200	\$ 134
	Obtain Recording Documents			\$ 250
Total Estimated Fees				\$ 18,714
USE				\$ 18,800

ARPA FUNDS SUMMARY

05/31/2024

\$276,220 Total American Rescue Plan Act (ARPA) Funds2024 ARPA Funds

As part of approved 2024 Village Budget, the Village Board authorized \$100,000 of the \$276,220 Village American Rescue Plan Act (ARPA) funds by the following five (5) projects:

	Budgeted	Spent/Actual	Difference	Description
1	\$20,000	\$9,040	(\$10,960)	Southwick Creek Pedestrian Bridge
2	\$15,000	\$14,145	(\$855)	Lakefront Timbers removal and replacement (\$45,000 budgeted)
3	\$30,000	\$12,500	(\$17,500)	TIF Study (The Preserve)
4	\$20,000	\$40,000	\$20,000	Downtown Master Plan
5	\$15,000	\$11,500	(\$3,500)	Fire Department Study
Total	\$100,000	\$87,185	(\$12,815)	

TOTAL ARPA FUNDS AVAILABLE	\$276,220
TOTAL ARPA FUNDS SPENT/ACTUAL	\$87,185
ARPA FUNDS REMAINING	\$189,035

ARPA PROJECTS FUNDING REQUESTS:			
	Project:	Cost (Estimate):	Description:
1	Beach Brick walkway drainage	XXXX	Address flooding of brick pathway between beach house and boat ramp
2	Baily Estates playground	\$100,000	
3	Auto Kayak System	\$16,000	Automated system with 1-year ROI
4	Edgewater Park playground	\$100,000	
5	Building Water and Sewer Lines	\$66,000	Theater Road bathrooms and concession bldg - SEE NOTE #1 BELOW
6	Library Bldg Front Entryway	\$122,000	Plans = \$12,000 + Remodel = \$76,000 + Option = \$34,000
7	Lakefront Electric Upgrades	\$10,000	Electric service upgrade at lakefront beach for event lighting
8	Lakefront Garbage Cans (4)	\$3,000	\$700 each
9	Village Hall Audio & Visual	\$75,000	Sound (microphones) and screens for Village Hall meetings
TOTAL		\$492,000	

Note #1: APRA project #5 "Theater Road building water and sewer lines" \$66,000 cost estimate is from 2019 and will need to be increased. There are also \$103,000 in necessary building repairs, again in 2019 costs.



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

Date: 4/1/2024 **Prepared By:** Brett Stanczak 262-949-1240

Proposal Prepared For:
Barrett Memorial Library
65 W. Geneva St
Williams Bay, WI. 53191
Attn Joy

Work to be performed at:
Same

PRELIMINARY PROJECT PROPOSAL

Project Description: Remodel to Front Entrance

Scope of Work:

- Note: All pricing is preliminary until final design and specifications have been completed.
- Plans, Engineering, Surveying, & Permits Allowance \$ 12,000.00
(**Needed prior to establishing a Final Price**)
- Remodel of Front Entrance Allowance \$ 76,000.00
 - Removal of Existing Front Door and 2nd Interior Door
 - Rework of Space to allow for Double Glass Commercial Entry Door
 - Installation fo Door to Exterior
 - Installation of 2nd Interior Entrance Door
 - Rework of all necessary Drywall and Flooring
 - Rework Of Electrical
 - Relocate of Book Drop Area.
 - All Necessary Clean-up and Trash Removal
- Option to Add 3ft Addition under Existing Overhang for larger entry Allowance \$ 34,000.00

Final Engineered State Approved Plans are needed prior to finalizing specs and detailed pricing.

To start plans and engineering a \$12,000 non-refunable deposit is required

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

Terms: 50% Down, Balance on Completion

Total of Page #1: \$ 122,000.00

{Continued}

R.J. Amann Builders, LLC

Proposal Continued

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

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

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

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

pouring cement flatwork, it cannot be guaranteed against cracking, chipping, surface defects, etc.

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

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

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

Acceptance of Proposal Dated: 4/1/2024

Project: Remodel to Front Entrance

Owner / Buyer: Barrett Memorial Library

Project Amount: \$ 122,000.00

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

We hereby authorize you to do the work as specified.

Signature:

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

Date:

Signature:

Customer - Buyer - Owner*

Date:

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

This proposal may be withdrawn if not accepted within 30 days

LEVY SUPPORTED PROJECTS

	Earmarked	Balance	Notes
New Police Squad	\$65,000	\$43,000	Needs update
New Emergency Vehicle	\$85,000	\$50,690	Needs update
New Police Squad	\$65,000	\$65,000	Not this year
Police Squad Computers	\$15,000	\$23,500	Includes County Grant
Axon Fleet Cameras	\$45,000	\$45,000	Needs update
Village Server/IT Upgrades	\$20,000	\$2,644	
Laserfiche Software	\$10,000	\$900	
Beach Cleaner	\$75,000	\$11,237	Complete
Fire/EMS Equipment	\$200,000	\$1,020	
Teatre Road Baseball Fence	\$15,000	\$1,470	
Theater Rd. Restrooms	\$100,000	\$0	
Theatre Rd Tennis Courts	\$250,000	(\$9,950)	
Upgrades to Theatre Rd Fields	\$25,000	\$25,000	
Remove Old Tennis Courts	\$30,000	\$30,000	
Remodel Lions Field House	\$100,000	\$92,900	
Three Playgrounds	\$200,000	\$79,358	
Streets Repaving	\$900,000	\$108,000	
East Geneva Street	\$1,035,000	(\$108,054)	
Highway 67 North Rebuild	\$500,000	\$50,876	
Update Beach House	\$15,000	\$15,000	

Added Projects

Lake Geneva Dam Repair	\$0	\$0
Southwick Creek Dredging	\$0	(\$8,023)

Subtotal Levy Projects \$3,750,000 \$519,568

SEWER PROJECTS

Mainline Sewer Repairs	\$200,000	\$95,453	
Hwy 67 North Sewer Rebuild	\$600,000	\$176,471	
Harris Rd Lift Station	\$1,000,000	\$620,300	Includes loan
Harris Rd Force Main	\$500,000	\$500,000	

Subtotal Sewer Projects \$2,300,000 \$1,392,224

WATER PROJECTS

Reactor Cleaning/Repair	\$200,000	(\$27,932)	
State Rd 67 N Water Rebuild	\$1,000,000	\$279,994	
Loch Vista Water Main	\$1,100,000	\$1,100,000	
Chlorination Improvements	\$2,800,000	\$1,837,054	Includes loan
Southwick Creek Realignment	\$500,000	\$126,253	

Added Projects

Clover Street Water Main	\$0	(\$47,790)	
Well 2 Pump Replacement	\$0	(\$9,370)	
Well 3 Pump Replacement	\$0	\$0	Engineering Only
Water Plant Flood Plain	\$0	(\$2,000)	
Highway 67 West Rebuild	\$0	\$0	Engineering Only

Subtotal Water Projects	\$5,600,000	\$3,256,209	
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Total	\$11,650,000	\$5,168,001	
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ARPA FUNDS SUMMARY

05/02/2024

\$276,220 Total American Rescue Plan Act (ARPA) Funds

2024 ARPA Funds

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8	Village Hall Audio & Visual	XXXXXX	Sound (microphones) and screens for Village Hall meetings
TOTAL		\$414,000	

Note #1: APRA project #5 "Theater Road building water and sewer lines" \$66,000 cost estimate is from 2019 and will need to be increased. There are also \$103,000 in necessary building repairs, again in 2019 costs.



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Proposal Prepared For: Barrett Memorial Library
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Attn Joy

Work to be performed at:
Same

PRELIMINARY PROJECT PROPOSAL

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(**Needed prior to establishing a Final Price**)
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{Continued}

R.J. Amann Builders, LLC

Proposal Continued

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

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

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Project: Remodel to Front Entrance

Owner / Buyer: Barrett Memorial Library

Project Amount: \$ 122,000.00

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We hereby authorize you to do the work as specified.

Signature:

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

Date:

Signature:

Customer - Buyer - Owner*

Date:

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

This proposal may be withdrawn if not accepted within 30 days

NON-CORPORATE RESOLUTION

Account Number _____

I, _____, Secretary/Officer of _____

(the “Organization”), hereby certify that on the _____ day of _____, _____, the Organization’s _____ Governing Body

duly and validly adopted the following resolutions and that the resolutions are now in full force and effect, have not been repealed, and are not in conflict

with the _____ of Organization:
Name of Document under which Organization is Operating

- 1. RESOLVED, that the individuals named in number five below, individually or in combination, are authorized to sell, assign, and endorse for transfer certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of this Organization;
- 2. RESOLVED, that the Organization is authorized to establish and maintain one or more accounts (hereafter “Account”) with Cetera Investment Services LLC, (Cetera Investment Service);
- 3. RESOLVED, that the Organization is authorized to sell, purchase, and own any securities and investments, limited to bonds and securities issued by the federal government or a commission, board or other instrumentality of the federal government and/or repurchase agreements that are fully collateralized by federal bonds or securities and that the Organization is authorized to enter into the types of transactions mentioned above.
- 4. RESOLVED, that the Organization is authorized to perform or cause to be performed any and all actions necessary or prudent to effect transactions in or maintain ownership or possession of the securities and investments referred to in resolution number three above;
- 5. RESOLVED, that the following individuals are authorized, individually, to act on behalf of and bind the Organization, provide verbal or written Account instructions to Cetera Investment Services or its authorized representatives, receive from Cetera Investment Services for and on behalf of the Organization any and all communications relating to the Account, and perform for and on behalf of the Organization any and all actions necessary or prudent to effect transactions in or maintain ownership or possession of the securities and investments referred to in resolution number three above:

_____ Name	_____ Title	_____ Sample Signature
---------------	----------------	---------------------------

_____ Name	_____ Title	_____ Sample Signature
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_____ Name	_____ Title	_____ Sample Signature
---------------	----------------	---------------------------

_____ Name	_____ Title	_____ Sample Signature
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1. RESOLVED, that the failure to supply a specimen signature in resolution number five above will not invalidate any transaction if the transaction is ordered in accordance with the authority actually granted by these resolutions;
2. RESOLVED, that the foregoing resolutions apply to all Account transactions whether occurring prior to, contemporaneous with, or after the date shown below, that transactions occurring prior to the date shown below are hereby ratified by the Organization, and that Cetera Investment Services may rely on these resolutions until the end of the business day after the day on which written notice of revocation is received by **Cetera Investment Services LLC, ATTN: Resource Center, P.O. Box 283, St. Cloud, MN 56302-0283;**
3. RESOLVED, that in order to facilitate compliance with the customer identification rules of 31CFR Part 103, the Organization will provide a copy of its organizing document or a copy of its government issued business license. The Organization acknowledges that Cetera Investment Services' sole use of this documentation is to verify the Organization's identity as required by 31CFR Part 103. Cetera Investment Services is under no duty to interpret, monitor or enforce any provision of the document provided;
4. RESOLVED, that these resolutions inure to the benefit of Cetera Investment Services and their successors and assigns, and to any person relying on resolution number one above.

I further certify that the Organization is duly organized and validly existing and that at least one individual named in number five above is a control person who has significant responsibility for managing the Organization (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

_____ day of _____, _____.
 day month year

☐ Check if Sole Officer

 Secretary/Officer*

**Individual signing this document should not be an authorized officer/control person under paragraph 5 above, unless he/she is the Sole Officer.*

If this resolution certificate is related to a securities transaction, a death put request or any other transaction that requires it to be provided to a securities issuer or transfer agent, it must have original (wet) signatures because securities issuers and transfer agents will not accept electronic signatures.

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-34-24**

**A RESOLUTION RENEWING THE MUNICIPAL FARMLAND LEASE AGREEMENT WITH
CHARLES PEARCE FARMS, LLC FOR THE 2025, 2026 AND 2027 SEASONS**

WHEREAS, Charles Pearce Farms, LLC and the Village of Williams Bay have entered into a Lease Agreement for the farmland of a portion of Village Property Tax Parcel IWWUP 00021A totaling approximately 47 acres for farming purposes during the years of 2022, 2023 and 2024, described as follows:

WHEREAS, the current Lease Agreement specifies that the annual rental rate of \$285 per acre for a total annual rental of \$13,815 rent for the lease of the approximate 47 acres; and

WHEREAS, Charles Pearce Farms, LLC. has agreed to the terms and conditions of the Lease Agreement; and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to renew the Municipal Farmland Lease Agreement with the same terms and same rates as the current Agreement;

NOW, THEREFORE, be it resolved by the Village Board of Trustees of the Village of Williams Bay, Wisconsin, as follows:

- Charles Pearce Farms, LLC. agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be paid or incurred by Municipality in enforcing this lease.
- Charles Pearce Farms, LLC. agrees not to assign this lease or sublease the premises without the consent of the Village.
- Charles Pearce Farms, LLC. agrees to indemnify and hold harmless the Village from any and all liability, loss, or damage the Municipality may suffer as a result of claims, demands, costs, or judgments against it arising from the Renter's activities with this contract.

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby authorizes the renewal of the recommended Municipal Farmland Lease Agreement, therefore.

Approved by the Village Board of the Village of Williams Bay this 3rd day of June 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

Municipal Farmland Lease – Charles Pearce Farms LLC
(The Renewal Lease Will Be Modeled After The Attached Existing Lease)

AGREEMENT FOR FARMLAND LEASE

THIS AGREEMENT, by and between the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin, party of the first part, Lessor, and Charles Pearce Farms LLC of the second part, Lessee,

WITNESSETH, that Lessor does hereby lease, demise, and let unto Lessee so much of the following described premises, to-wit:

All of the previously tilled land lying and being in the North Half of the Southwest Quarter of Section 36, T2N, R16E, except the East 15 acres thereof and further excepting the Westerly 12.64 acres of which 12 acres are tillable, and which 12 acres are more particularly described as:

Commencing at the Southwest corner of the North $\frac{1}{2}$ Southwest $\frac{1}{4}$ of section 36, T2N, R16E, Town of Delavan, Walworth County, Wisconsin; Thence proceed North on the section line 66 feet, more or less, to the point of beginning of the premises herein described; thence proceed North 856 feet to a point on said section line; thence proceed East 643 feet to a point; thence south 856 feet to a point; thence West 643 feet to the point of beginning, being a point on the West centerline of said Section 36.

Except that part of the Northwest Quarter of the Southwest Quarter of Section 36 Township 02 North Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, described on Exhibit "A":

There remaining a tillable area of approximately 47 acres.

TO HOLD FOR A TERM of three (3) years for the growing and harvesting season of 2022, 2023 and 2024, at an annual rental of 285 per acre, per season, being a total cash annual rental of 13,395 per year and shall be paid on or before March 1st of each year.

LESSOR MAY TERMINATE this Lease in part or in whole with ten (10) days written notice to Lessee, and if crops have been planted, Lessor may destroy Lessee's crops on all or any portion of the leasehold if Lessor determines to utilize some or all of the leasehold for public uses. If Lessor terminates the Lease after fall plowing and before April 15, Lessor shall pay Lessee only for the reasonable cost of fall plowing as determined by the Walworth County custom rate sheet. If Lessor destroys crops, then Lessor shall pay Lessee the reasonable value of the crop destroyed. Lessee agrees not to plant until April 15 to allow Lessor until April 15 to terminate all or any portion of this Lease without any obligation to Lessor except to reimburse fall plowing expenses as provided herein.

LESSEE SHALL agree to follow a farm conservation plan, approved by NRCS and/or the County Land Conservation Department. The Lessee cannot make physical changes to the property without written consent of the owner, as required by Wis. Stat. 704.05 (3). The Lessee must maintain existing conservation practices and is responsible for maintaining soil pH and fertility.

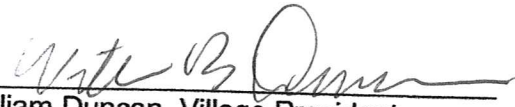
THE COVENANTS CONTAINED herein shall bind the parties and their respective heirs, personal representatives, administrators, successors and assigns, and this Agreement may not be transferred, assigned, or sublet without prior written consent of the Lessor.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Agreement executed this 17th day of January, 2022.

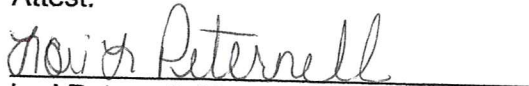
LESSOR: Village of Williams Bay

LESSEE: Charles Pearce Farms LLC

LESSOR:


William Duncan, Village President

Attest:


Lori Peternell, Treasurer/Deputy Clerk

LESSEE: Charles Pearce Farms LLC

By: 

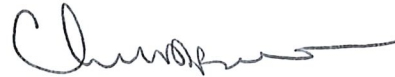
Charles Pearce Farms LLC
W6349 North Walworth Road
Walworth, WI 53184
262-749-0477

02/20/20

Dear The Village of Williams Bay,

Thank you for intrusting the care of your farmland to us. We strive to take care of each acre as if it were our own. It is hard to believe this is already our third season farming your land. Our current agreement expires at the end of the 2024 cropping year. We will start to prepare the land for the 2025 cropping season in late August of this year. We were hoping to extend our existing contract for another 3 years by this August. With crop prices similar to what they were 10 years ago, we were hoping to maintain the current rental rate. If you have any questions or would like to discuss the lease please call me at (262)-749-0477. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charles D. Pearce', with a long horizontal flourish extending to the right.

Charles D. Pearce

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-32-24**

**A RESOLUTION GRANTING TEMPORARY “CLASS B” FERMENTED MALT BEVERAGE AND
TEMPORARY “CLASS B” WINE LICENSE TO
FRIENDS OF KISHWAUKETOE LTD**

WHEREAS, on June 3, 2024 the Village of Williams Bay Protective Services Committee determined that it is in the best interests of the Village and its residents to recommend approval of the Special Permit Application for Temporary Class “B”/“Class B” Retailers License by Friends of Kishwauketoe Ltd. for Harold Friestad KNC Retirement Party on June 30, 2024; and

WHEREAS, the area for fermented malt beverages and wine will encompass the entirety of the Lions Field House with entry monitored and limited to individuals that are a minimum of 21 years old; and

WHEREAS, that a licensed operator will be on the premises at all times to oversee the serving of alcohol; and

WHEREAS, as mandated by Village Code § 128-6. Liquor or Beer in Public Places. “No person shall carry any open can, bottle or other container of alcohol beverage or drink from the same upon any public walk, street, park or other public place in the Village except where a special permit is granted by the Village Board”; and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended special permit application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended application and authorizes the temporary retailers license, therefore.

Approved by the Village Board of the Village of Williams Bay this 3rd day of June 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

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 \$ _____

Application Date: 5/30/24

☐ 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 1:00PM and ending 6:00PM 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 FRIENDS OF KISHWAUKETOE LTD

(b) Address PO BOX 580 WILLIAMS BAY, WI 53191

(Street)

☐ Town

☒ Village

☐ City

(c) Date organized 5/5/92

(d) If corporation, give date of incorporation 5/5/92

(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 PEGGY POLLITT

Vice President SUSAN FRANZEN

Secretary CINDY STUHLEY

Treasurer PEGGY POLLITT

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

438 HARVARD AVE, FONTANA, WI 53125

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 WILLIAMS BAY LIONS FIELD HOUSE @ 270 ELKHORN RD

(b) Lot _____ Block _____

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

(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 HAROLD FRIESTAD KNC RETIREMENT PARTY

(b) Dates of event SUNDAY, JUNE 30, 2024 only

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 Peggy Pollitt 5/30/24
(Signature / Date)

FRIENDS OF KISHWAUKETOE LTD
(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____