



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, AUGUST 5, 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 July 1, 2024
- II. Ad-hoc Tree Preservation Committee Report - Umans, Jaramillo (10 min.)**
 - a. Recommendation and Possible Action on Banner Signs for the Replacement of Trees Fundraiser
- III. Parks and Lakefront - Russell, Wright and Umans (5 min.)**
 - a. Call to Order
 - b. Roll Call
 - c. Recommendation and Possible Action on Banner Signs for the Replacement of Trees Fundraiser
 - d. Adjourn
- IV. Water & Sewer Committee – Umans, Jaramillo, Vlach (20 min.)**
 - a. Call to Order
 - b. Roll Call
 - c. Commercial Properties Grease Inspection Report
 - d. Cyber Security - Water Plant
 - e. Water - Move Well 3 Pump Servicing and Repairs From the "Pending" to the "Starting" Project
 - f. Sewer - Move Replace LS#5 Conference Point From the "Pending" to the "Starting" Project
 - g. Engineers Report
 - h. Adjourn
- V. Streets & Highways Committee – D'Alessandro, Russell, Vlach**

- a. Call to Order
- b. Roll Call
- c. Consideration and Possible Action on Approving the Village of Williams Bay Adjusted Urban Area Boundary
- d. STH 67 Reconstruction Update – East-West Section
- e. Village Streets Paving Program 2024-2025
- f. Downtown Master Plan Schedule - Status Update
- g. Adjourn

VI. Protective Services Committee – Vlach, Russell, Jaramillo

- a. Call to Order
- b. Roll Call
- c. Protective Services Committee Meeting Minutes of July 23, 2024
- d. Consideration and Possible Action on a Request for Amenities for the Fire/Rescue/EMS Station Located at 5 E. Geneva Street
- e. Consideration and Possible Action on A 5-year Contract Extension with Axon for Existing Police Department Body Cameras
- f. Consideration and Possible action on Williams Bay Lions Club Temporary Class "B"/"Class B" Retailer's License Application for the Corn & Brat Fest: August 9 -11, 2024
- g. Fontana Emergency Medical Services (EMS) Monthly Numbers
- h. Fontana Fire (EMS) Department Annual Report 2023
- i. Police Chief's Monthly Report
- j. Police Departments Monthly Numbers
- k. Adjourn

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

- a. Call to Order
- b. Roll Call
- c. Finance & Personnel Committee Meeting Minutes of July 23, 2024
- d. Consideration and Possible Action on Authorizing An Application For Wisconsin Urban Forestry Catastrophic Storm Grant
- e. Consideration and Possible Action on Proposed Waste Hauling Agreement Amendments: (1) Adding Garbage and Recycling Pick-up Carts for Certain Routes.
- f. Consideration and Possible Action on A 5-year Contract Extension with Axon for Existing Police Department Body Cameras
- g. Consideration and Possible Action on a Request for Amenities for the Fire/Rescue/EMS Station Located at 5 E. Geneva Street
- h. Consideration and Possible Action on Proposals for Installation of a New Cellular Communications Tower on the Village Hall Property WWUP 00011
- i. Consideration and Possible Action on Village Investments
- j. Considering Re-allocations on the Borrowed Funds Reports for Recommendations to the Village Board, Deficits and Surpluses
- k. Adjourn

VIII. Village Board Committee of the Whole

- a.** Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole)
- b.** Recommendation and Possible Action on Banner Signs for the Replacement of Trees Fundraiser
- c.** Consideration of Resolution R-53-24 Approving the Village of Williams Bay Adjusted Urban Area Boundary
- d.** Consideration of Resolution R-54-24 Approving Williams Bay Lions Club Temporary Class "B"/"Class B" Retailer's License Application for the Corn & Brat Fest August 9 -11, 2024
- e.** Consideration of Resolution R-52-24 Authorizing Submission of an Application For Wisconsin Urban Forestry Catastrophic Storm Grant
- f.** 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: 08/02/2024 5:00 PM



VILLAGE OF WILLIAMS BAY

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

**MONDAY, JULY 1, 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 07:04pm.

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, Fire Chief Smith, 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 June 3, 2024

The motion to approve the Village Board Committee of the Whole & Committee Meeting Minutes of June 3, 2024 was initiated by Trustee Umans and seconded by Trustee Vlach. Unanimously carried.

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

a. Call to Order

Chairman Trustee Umans called the meeting to order at 07:05pm.

b. Roll Call

Present: Trustees Umans, Jaramillo and Vlach

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

c. Engineers Report

Village Engineer Snyder gave the Engineer's Report. The highlights included brief updates on:

- STH 67 Reconstruction: East - West Section
- Women's Leadership Center
- Water Plant Letter Flood Map Revision (LOMR) Assistance
- Corrosion Control Study - Improvements to Water Plant
- Lift Station (LS 3) Replacement
- Lime Reactor Cleaning

- Well 2 Pump Replacement
- Tennis and Basketball at Theatre Road Park
- Willabay Meadows Development
- Antenna Structure on Parcel WWUP 00021A - West of Village Hall
- Park Place CSM and Water Main
- Street Rehabilitation Program
- Geneva Lake Dredging at Southwick Creek
- Infiltration Assistance
- Theatre Road Restroom Remodel
- Fire Station Remodel Feasibility Study

d. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Vlach at 07:12pm. Unanimously carried.

III. Parks & Lakefront Committee – Russell, Wright, Umans (30 Min.)

a. Call to Order

Chairman Trustee Russell called the meeting to order at 07:12pm.

b. Roll Call

Present: Trustees Russell, Wright and Umans

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

c. Consideration and Possible Action on Resolution R-46-24 Approving A Edgewater Park Use and Policy Contract for Ingalls-Koeppen American Legion Post 102 POW/MIA Silent March September 21, 2024

The motion to recommend Village Board approval of Resolution R-46-24 Approving A Edgewater Park Use and Policy Contract for Ingalls-Koeppen American Legion Post 102 POW/MIA Silent March September 21, 2024 was initiated by Trustee Russell and seconded by Trustee Umans. Unanimously carried.

d. Consideration and Possible Action on Increasing the Maximum Length Boats for 28' Long Slips With Boat Lifts From 24' to 25'.

The motion to recommend Village Board approval of Increasing the Maximum Length Boats for 28' Long Slips With Boat Lifts From 24' to 25' was initiated by Trustee Russell and seconded by Trustee Umans. Unanimously carried.

e. Consideration of and Possible Action on A Proposed Playground for Bailey Estates Subdivision

The motion to recommend Finance & Personnel Committee approval of Proposed Option 1 for \$56,812.43 for a Playground for Bailey Estates Subdivision was initiated by Trustee Russell and seconded by Trustee Wright. Unanimously carried.

f. Consideration of and Possible Action on Proposed Lease for a Vending Machine at the Lakefront Office

The motion to recommend Finance & Personnel Committee approval on Proposed Lease with Lakeside Bait and Tackle for a Vending Machine at the Lakefront Office was initiated by Trustee Russell and seconded by Trustee Wright. Unanimously carried.

g. Adjourn

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Umans at 07:23pm. Unanimously carried.

IV. Protective Services Committee – Vlach, Russell, Jaramillo (30 Min.)

a. Call to Order

Chairman Trustee Vlach called the meeting to order at 07:23pm.

b. Roll Call

Present: Trustees Vlach, Russell, and Jaramillo

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

c. Protective Services Committee Meeting Minutes of June 12, 2024

The motion to approve the Protective Services Committee Meeting Minutes of June 12, 2024 was initiated by Trustee Jaramillo and seconded by Trustee Russell. Unanimously carried.

d. Consideration and Possible Action on Resolution R-43-24 Granting A Temporary Class "B" Fermented Malt Beverage and "Class B" Wine Retailer's License for the Williams Bay Cultural Arts Alliance Annual Fine Arts Fest

The motion to recommend Village Board approval of Resolution R-43-24 Granting A Temporary Class "B" Fermented Malt Beverage and "Class B" Wine Retailer's License for the Williams Bay Cultural Arts Alliance Annual Fine Arts Fest July 27 & 28, 2024 was initiated by Trustee Russell and seconded by Trustee Jaramillo. Unanimously carried.

e. Discussion and Possible Action on Public Administration Associates (PAA) Public Safety Study; Staffing and Fleet Projections, Including Long-term Emergency Medical Services (EMS) with the Village of Fontana

The Committee had a discussion about having McGrath review the PAA Study with the majority agreeing that no further study was necessary.

f. Fontana Emergency Medical Services (EMS) Monthly Numbers

The Committee reviewed the Fontana Emergency Medical Services (EMS) Monthly Numbers.

g. Police Departments Monthly Numbers

The Committee reviewed the Police Departments Monthly Numbers.

h. Police Chief's Monthly Report

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

- Thanked Public Works, Barrett Memorial Library Staff, Williams Bay School District Staff, Williams Bay Police Officers, Williams Bay Fire Department and Williams Bay Recreation Director Knop for all their efforts during and after the June 22, 2024 F1 tornado.
- Reported that the Williams Bay Police Department received an award through Lexipol Software Company for their excellence in policy management.
- Reported that the Williams Bay Police Department would be attending both the KNC 5K and the Lions Club Pancake Breakfast as a Department.
- Reported that the Republican National Convention in July would be taxing on the Williams Bay Police Department.
- Reported that the Democratic National Convention is expected in August and is expected to cause an influx in staffing as well.

i. Adjourn

The motion to adjourn was initiated by Trustee Jaramillo and seconded by Trustee Russell at 07:50pm. Unanimously carried.

V. Finance & Personnel Committee – Wright, D'Alessandro, Umans (30 Min.)

a. Call to Order

Chairman Trustee Wright called the meeting to order at 07:50pm.

b. Roll Call

Present: Trustees Wright, D'Alessandro, and Umans

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

c. Finance & Personnel Committee Meeting Minutes of June 12, 2024

The motion to approve the Finance & Personnel Committee Meeting Minutes of June 12, 2024 was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously carried.

d. Consideration and Possible Action on Proposals for Installation of a New Cellular Communications Tower on the Village Hall Property WWUP 00011

The motion to direct Village staff to work with Towercon to develop and agreement for the Installation of a New Cellular Communications Tower on the Village Hall Property WWUP 00011 was initiated by Trustee Wright and seconded by Trustee D'Alessandro. Unanimously carried.

e. Consideration of and Possible Action on A Proposed Playground for Bailey Estates Subdivision

The motion to recommend Village Board approval of a Proposed Playground for Bailey Estates Subdivision with the funding from Borrowed funds being reallocated from Edgewater Park to Bailey Estates was initiated by Trustee D'Alessandro and seconded by Trustee Wright. Trustee Umans, No. Motion carries.

f. Consideration of and Possible Action on Proposed Lease for a Vending Machine at the Lakefront Office

The motion to recommend Village Board approval on a Proposed Lease for a Vending Machine at the Lakefront Office was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Motion withdrawn.

The motion to recommend Village Board approval after the Village Attorney's review of the Proposed Lease for a Vending Machine at the Lakefront Office was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously Carried.

g. Monthly Borrowings Status Report

There was no update to the Monthly Borrowing Status Report. The Committee will schedule a special Meeting in July to discuss.

h. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee D'Alessandro at 08:10pm. Unanimously carried.

VI. Village Board Committee of the Whole

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

1. Resolution R-43-24 Granting A Temporary Class "B" Fermented Malt Beverage and "Class B" Wine Retailer's License for the Williams Bay Cultural Arts Alliance Annual Fine Arts Fest

The motion to approve Resolution R-43-24 Granting A Temporary Class "B" Fermented Malt Beverage and "Class B" Wine Retailer's License for the Williams Bay Cultural Arts Alliance Annual Fine Arts Fest was made by Committee, no second required. Unanimously carried.

b. Adjournment

The motion to adjourn was initiated by Trustee Vlach and seconded by Trustee Wright at 08:11pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

HELP REPLANT OUR FUTURE

HELP REPLACE THE TREES AFFECTED BY THE TORNADO

Join us in making a difference! We are excited to announce our tree-planting initiative and encourage you to participate in this meaningful endeavor. Together, we can combat the destruction from the 2024 tornado restoring our beautiful Williams Bay landscape.

DONATE TODAY



HERE'S WHAT WILL WE DO:

- Restore Our Landscape
- Plant Trees
- Watering Newly Planted Trees

VILLAGE OF WILLIAMS BAY
TREE ENHANCEMENT COMMITTEE



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VILLAGE OF WILLIAMS BAY
TREE ENHANCEMENT COMMITTEE



Williams Bay - Water Fund Borrowing and Projects Costs status

07/23/24

	Borrowed	Costs	Actual	Bid amount	B&W Estimate
Business Loan 2020	\$510,000				
Borrowed funds 2021	\$5,600,000				
Total	\$6,110,000				
Finished Projects					
Repaint Theatre Road Water Tower		\$185,655			
Elkhorn Road new water main		\$720,006			
Cleaned & Repaired lime reactor		\$370,932			
Water plant out of floodzone		\$42,000			
Available Borrowed Funds after Finished Projects	\$4,791,407	\$1,318,593			
Starting Projects 2024-2025					
Well 2 new pump \$153,169 bid + \$100,000 ad on		\$253,169			
Geneva Street East West engineering cost due in 2025		\$195,000			
Upper & Lower Loch Vista new water mains/hydrants Fall 2025		\$1,100,000			
Available Borrowed Funds after Starting Projects	\$3,243,238	\$1,548,169			
Pending Future Projects					
Well 3 pump servicing and repairs		\$300,000			
Pay off Balloon loan Theatre Road tower by 12/15/2025		\$324,345			
Future Street Improvements - Water Mains relay's		\$800,000			
Available Borrowed Funds after Pending Future Projects	\$1,818,893	\$1,424,345			
Long Term Projects					
Geneva Street East West new water mains constr 2031, \$\$\$ 2028 ?		\$4,100,000			
Water Plant expansion		\$2,500,000			
New Water Tower design & permitting		\$250,000			
New Water Tower		\$2,500,000			
Water Tower (3) removal cost		\$250,000			
Long Term Projects total		\$9,600,000			

Safe Water Loan 2024 (pay back \$3,683K, after \$860K PF)	\$4,542,950				
Starting Project 2024-2025 Safe Water Loan Only					
Optimize Corrosion Control Study B\$W through 2026, phase 1		\$120,000			
Optimize Corrosion Control Study design,perpitting, phase 2		\$300,000			
Chorination water plant improvement		\$3,979,000			
Chorination water plant improvement proj: cost overrun 5%		\$198,950			
Available Borrowed Funds after Starting Projects	-\$55,000	\$4,597,950			

Williams Bay - Sewer Fund Borrowing and Projects Costs status

07/23/24

	Borrowed	Costs	Actual	Bid amount	B&W Estimate
Borrowed funds 2021	\$2,800,000				
Total	\$2,800,000				
Finished Projects					
Elkhorn Road North/South new 12" sewer pipes		\$423,529			
Sewer linings		\$200,000			
Available Borrowed Funds after Finished Projects	\$2,176,471	\$623,529			
Pending Future Projects					
Replace LS # 5 Conference Point		\$915,000			
Available Borrowed Funds after Pending Future Projects	\$1,261,471	\$915,000			
Long Term Projects					
Harris Road Lift Station Force Main		\$500,000			
Replace LS # 1 Circle Parkway		\$810,000			
Replace LS # 2 Washington Parkway		\$810,000			
Geneva Street East/West new sewer pipes and improvements		\$615,000			
Sanitary Sewer replacement - Future street projects		\$800,000			
Improve remaining four (4) lift station		\$1,170,000			
Long term projects total		\$4,705,000			

Clean Water Loan 2024	\$2,026,050				
Starting Projects 2024-2025					
Harris Road Lift Station Planning and Design		\$200,000			
Harris Road Lift Station Replace old with new station		\$1,872,000			
Harris Road Lift Station cost overrun +5%		\$93,600			
Available Borrowed Funds after Starting Projects	-\$139,550	\$2,165,600			

The Village of Williams Bay
R-53-24
Approving the Village of Williams Bay Adjusted Urban Area Boundary

WHEREAS, the Village of Williams Bay was designated by the Governor of the State of Wisconsin for the purpose of carrying out cooperative, comprehensive, and continuing urban transportation planning in the Urban Area: Lake Geneva-Bloomfield-Williams Bay; and

WHEREAS, metropolitan transportation planning, including the establishment of adjusted urban area boundaries and metropolitan planning area boundaries, is required of metropolitan planning organizations by U.S. Department of Transportation regulations implementing Title 23, United States Code (Federal Aid Highway Acts) and Title 49, United States Code (Federal Transit Act, as amended); and

WHEREAS, the Federal Highway Administration allows states to adjust the census-defined urban area boundaries for planning and funding purposes; and

WHEREAS, the Wisconsin Department of Transportation, every 10 years following the release of decennial census data, lead a process to adjust Census-defined Urban Area Boundaries (UABs) within the state, in conjunction with the respective office of the Federal Highway Administration; and

WHEREAS, after review by local municipalities, the Wisconsin Department of Transportation, and the Federal Highway Administration, the proposed adjusted Urban Area Boundary has been found to be justified; and

WHEREAS, the Wisconsin Department of Transportation will after local municipality approval of the boundary submit the proposed adjusted urban area boundary to the respective FHWA division office;

WHEREAS, this Resolution will fully replace Village of Williams Bay previously approved Resolution R-24-24 approving the UAB;

NOW, THEREFORE, BE IT RESOLVED that the Village of Williams Bay informs the Wisconsin Department of Transportation that the Adjusted Urban Area Boundary as reflected in the attached map is hereby approved and adopted.

Adopted this August 5, 2024

APPROVED:

ATTEST:

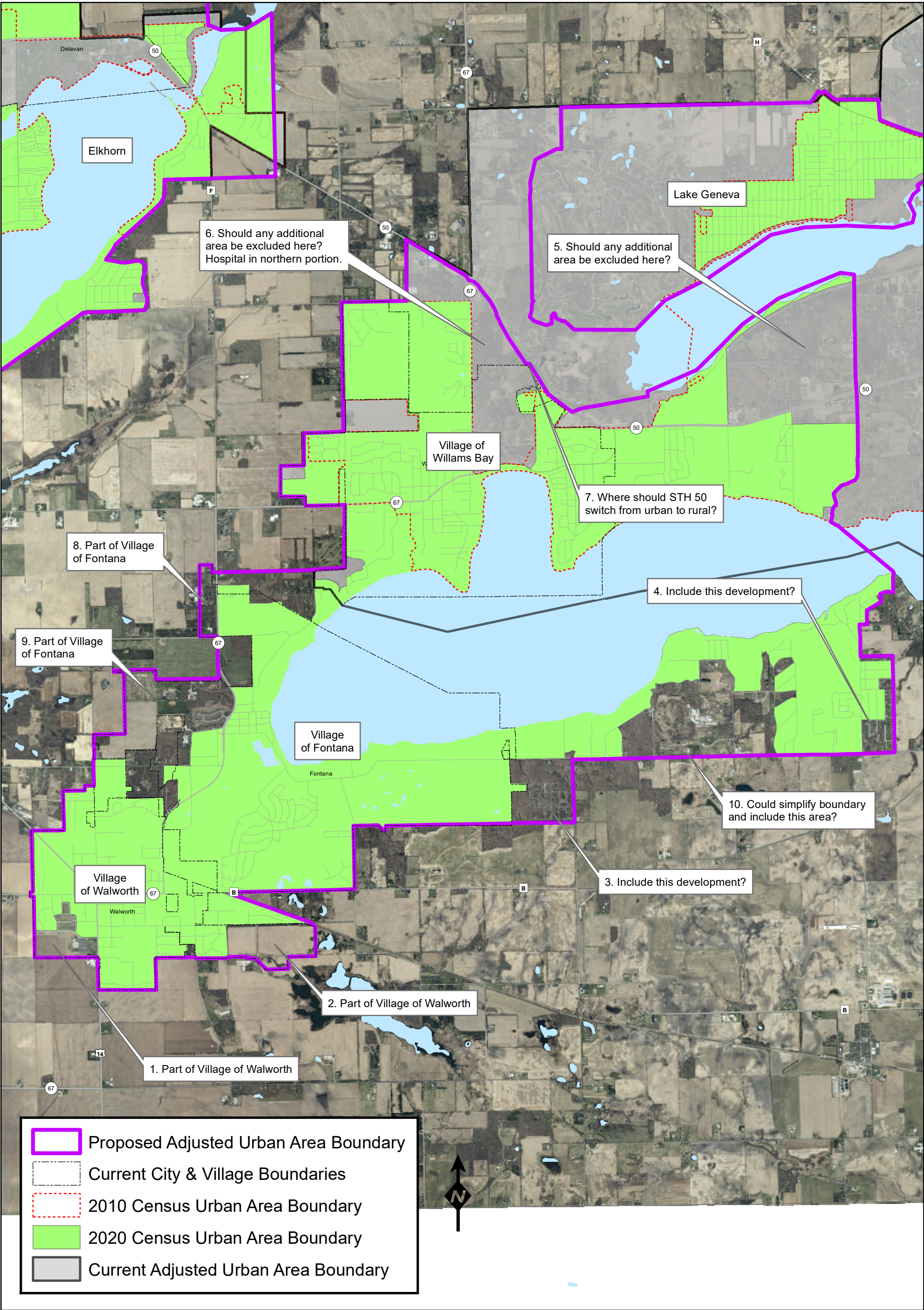
Bill Duncan
Village President
Village of Williams Bay

Tina Kolls
Village Clerk
Village of Williams Bay

Fontana on Geneva Lake Urban Area

(Adjusted Urban Area Boundary)

DRAFT



STH 67 Reconstruction: East – West Section
VILLAGE OF WILLIAMS BAY
Engineer's Report
August 1, 2024

- Ryan Bernard, PE will be the WDOT project manager in charge of the final scoping. Ryan's phone number and email: 262-548-6471; ryan.bernard@dot.wi.gov.
- Enclosed are the proposed State Municipal Agreement (SMA) and Maintenance Agreement. The WDOT requested that we return these together prior to December of 2024 and redline the Maintenance Agreement for their consideration. The costs will be updated in the future; the percentage of cost share will remain constant.
- The Operational Planning Meeting was held at 10:00a on July 22, 2024; attached are the meeting handouts; items discussed include:
 - Construction is planned for year 2031 with a letting in September of 2030.
 - The roadway, curb, and curb ramps will be completely reconstructed as well as any sidewalk in conflict with the roadway construction. The road and base will likely be removed to a 36-inch depth.
 - The 8-foot bike lanes west of Congress will be narrowed to 5 feet to meet the minimum width and to prevent the need to replace the entire sidewalk in this area; each terrace will become 3 feet wider in this area unless we request the WDOT to shift the roadway centerline 3 feet further south so the sanitary sewer manholes are on the centerline, the storm sewer manholes are on the bike lane separation line, and the new water main can be within the terrace on the north side of W. Geneva Street.
 - Discussion occurred on the narrowing of the travel lane to 11 feet from the existing 12 feet to meet current WDOT Standards for low volume and low truck use. We requested that it remain 12 feet due to the large volume of dump trucks and boat trailers in the area.
 - Discussion occurred on the future streetscaping of the two eastern blocks; the WDOT requested to see the streetscaping concept when available but is recommending the Village wait until after construction to design and install the streetscaping by permit. There is currently no federal funding for streetscaping. If the funding becomes available, they noted they could amend the SMA to include it. The concept plan from the Village will influence the WDOT design.
 - WDOT is requesting input from the Village on travel lane width, cross walks (especially at Stam Street), the narrowing of the bike lanes (former parking) west of Congress Street, drainage issues (peak flows directed to Congress/Walworth in 1962), streetscaping needs, utility reconstruction limits, and survey request information for utility design.
 - The utility design is due in January of 2026, which is 4 months prior to the 60 percent plan review.
 - The first public informational meeting is planned for the summer of 2025.

STH 67 Reconstruction: East – West Section
VILLAGE OF WILLIAMS BAY
Engineer's Report
August 1, 2024

- Future direction to the WDOT, for Village approval:
 - Provide the WDOT with another copy of attached Exhibit A and B showing the scope of the sanitary sewer and water main improvements.
 - Install a flashing crosswalk at Walworth Avenue, Stam Street, and Theatre Road as non-participating items; the WDOT only funds crosswalks within controlled intersections.
 - Shift the centerline of W. Geneva Street 3 feet further south in the section west of Congress. This will remove the sanitary and storm sewer manholes from the wheel track and may allow for the new water main placement in the widened terrace on the north side of W. Geneva Street.
 - Ask WDOT to reduce the peak flows in the storm sewer on Congress that travel to North Walworth Avenue and Geneva Lake. The WDOT changed the drainage route of the storm sewer in 1962; the drainage formerly discharged to the northeast from this intersection.
 - Inform the WDOT not to reinstall the bike path symbols since they are not required and not funded by the state or federal government.
 - Forward the updated streetscape plan for the two eastern blocks when available.
 - Forward a list of additional survey needs for the utility design.

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**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: July 11, 2024
 I.D.: 3325-08-02/22/72/73
 Road Name: STH 067
 Title: V WILLIAMS BAY, W GENEVA ST
 Limits: THEATRE RD TO ELKHORN RD
 County: WALWORTH
 Roadway Length: 1.05 miles

The signatory **Village of Williams Bay**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan). Utility adjustments, watermain replacement.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 700,000	\$ 700,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 100,000	\$ 100,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
¹ Construction: Participating	\$ 3,270,000	\$ 3,270,000	100%	\$ -	0%
Paving Items (Inc Parking)	\$ 2,250,000	\$ 2,232,000	99.2%	\$ 18,000	0.8%
Non-Participating	\$ 6,000,000	\$ -	0%	\$ 6,000,000	100%

Total Cost Distribution \$ **12,320,000** \$ **6,302,000** \$ **6,018,000**

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but

only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the Village of Williams Bay (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SERegion Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for parking lanes 100% Municipal. Parking costs are included with paving costs, with parking lanes calculated as a percentage of parking area compared to the total area of pavement. For this project 0.8% of the overall paving costs were determined to be parking related. These parking costs are apportioned to the Village of Williams Bay based on the amount of parking within the Municipality.
 - (f) Funding for non-participating items, including watermain replacement 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

	STATE/MUNICIPAL <u>MAINTENANCE</u> AGREEMENT	Date: July 11, 2024 ID: 3325-08-72 Road Name: STH 67 Limits: THEATRE RD TO ELKHORN RD County: Walworth

The signatory **Village of Williams Bay**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 3325-08-72

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 3325-08-72. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the Village of Williams Bay (Please sign in blue ink)	
Name (print)	Title
Signature Date	
Signed for and in behalf of the State (Please sign in blue ink)	
Name Brian Roper	Title WisDOT SE Region Maintenance Chief
Signature Date	

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the

Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.

2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility including, but not limited to, annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, grit covers, risers, covers and frames; repair top slabs along with bottom and walls of basins. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
 - (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings in accordance with the signing and marking agreement if completed as part of this project.
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.) in accordance with the signing and marking agreement if completed as part of this project.
 - (i) Maintain and accept responsibility for the following as applicable to this agreement:
 1. Curb & gutter: surface repair

2. Grass: mowing, repair tire ruts in turf, weed control, litter removal.
3. Landscaping: removal and replacement of dead plant material, pruning, watering.
4. Other (please identify) Utilities: Water & Sanitary, Rectangular Rapid Flashing Beacons

4. The Municipality, within the specified limits, agrees to:

(a) Prohibit angle parking.

(b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.

1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction project, 3325-08-72, the Municipality will assume all afore mentioned maintenance responsibilities.

Operational Planning Meeting

3325-08-02/72

STH 67

THEATRE ST TO ELKHORN RD
PAVEMENT REPLACEMENT PROJECT
WALWORTH COUNTY

JULY 22, 2024



Agenda

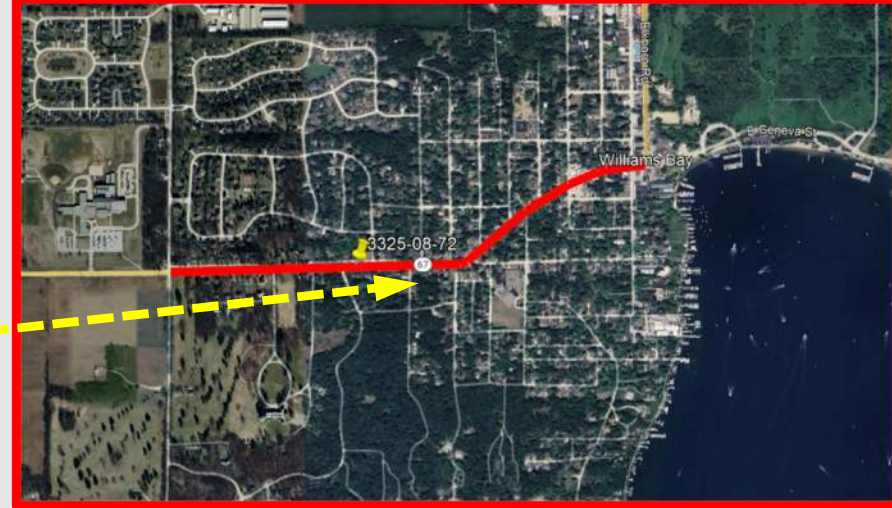
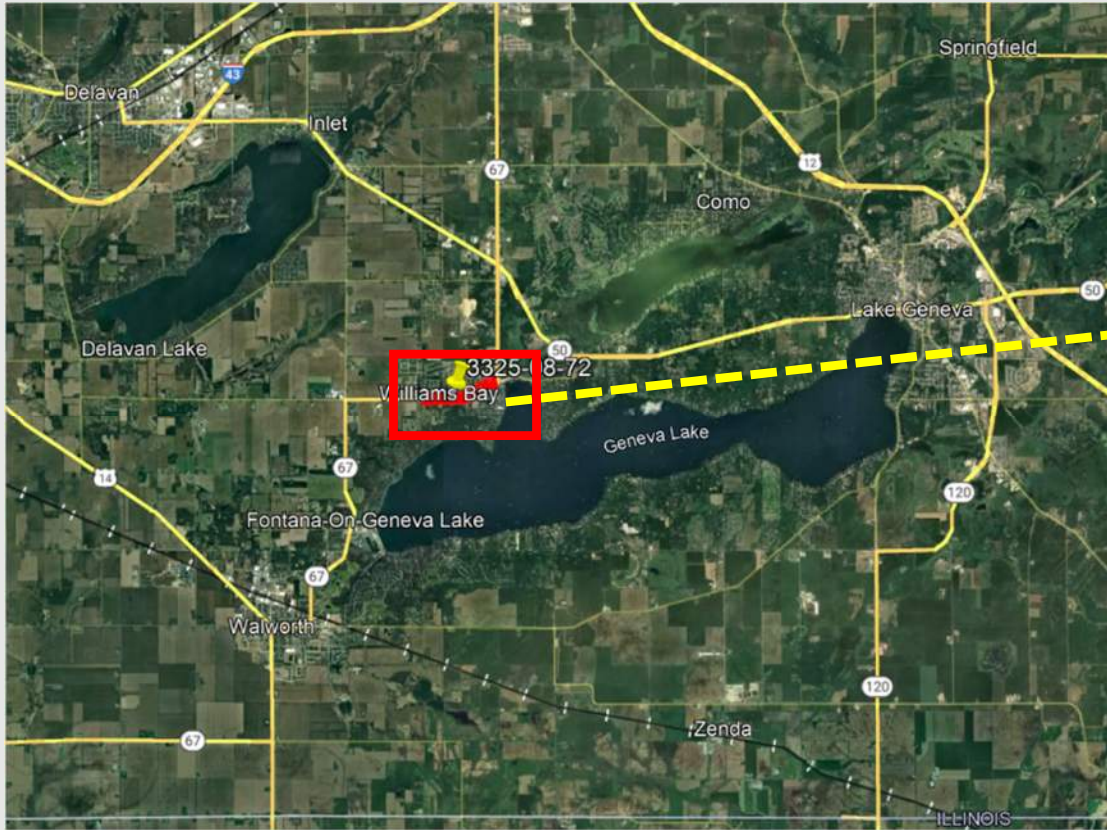
Meeting Objectives:

1. Provide project information to internal and external stakeholders
2. Gather feedback and answer questions from these stakeholders
 - Project Location
 - Roadway Information
 - Purpose & Need
 - Existing Conditions
 - Proposed Scope
 - Environmental
 - Utilities
 - Project Schedule
 - Questions/Comments?



Project Location

STH 67, Theatre St to Elkhorn Rd

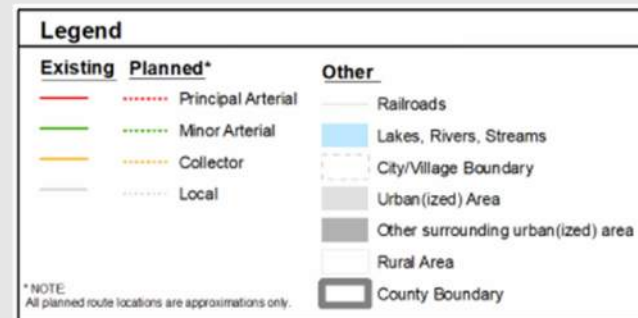
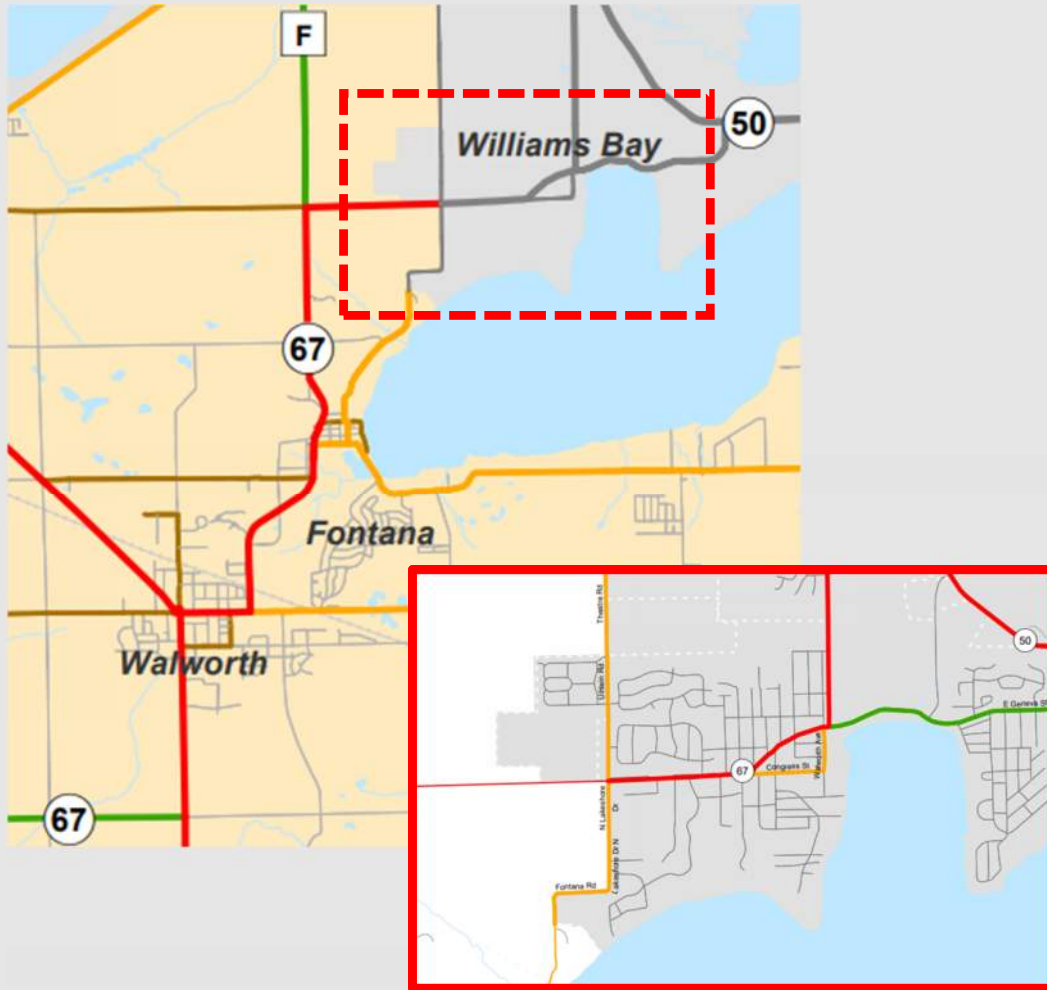


STH 67 Roadway Information

Functional Classification:

Principal Arterial

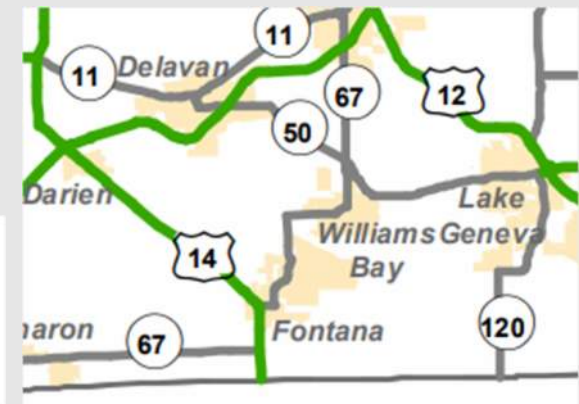
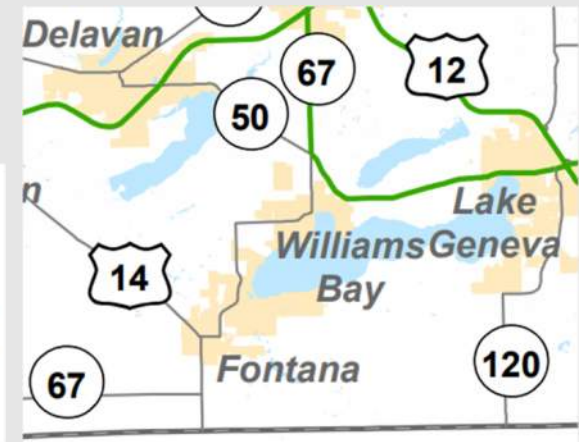
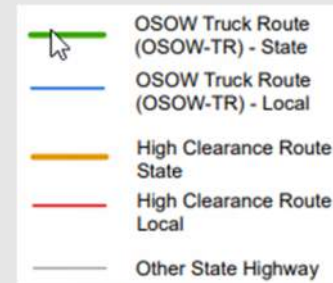
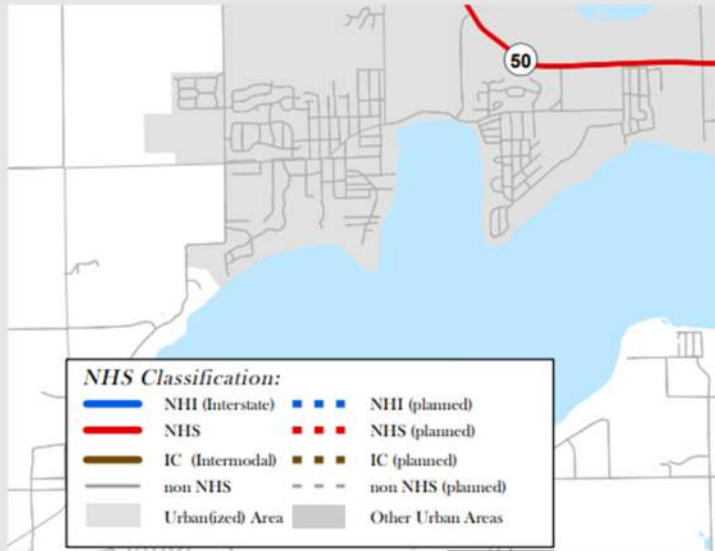
Average Annual Daily Traffic (AADT):
6,400-7,700 (4.8% trucks)



STH 67 Roadway Information

Additional Classifications:

- Non-National Highway System Route (NHS)
- Non-Oversize/Overweight Route (OSOW)
- Non-Designated Long Truck Route



Purpose & Need

Purpose:

- To address deteriorating pavement conditions.



Need

Need:

- The pavement along STH 67 in the project limits has experienced a decrease in pavement condition and is projected to be in poor condition at the time of construction.
- The existing pavement is showing signs of longitudinal and transverse cracking.
 - Current PCI Rating (2023): 69 (Fair)
 - Construction Year PCI Rating (2030): 48 (Poor)

PCI Ratings		PCI					
Pavement Condition		Project ID	Roadway	PCI Rating Begin Year	Pavement Condition	Rating End Year	Pavement Condition
85-100	Very Good to Excellent	3325-08-02/72	WIS 67	69	Fair	48	Poor
70-85	Good						
55-70	Fair						
40-55	Poor						
25-40	Very Poor						
10-25	Serious						
0-10	Failed						



Existing Conditions

Past Projects

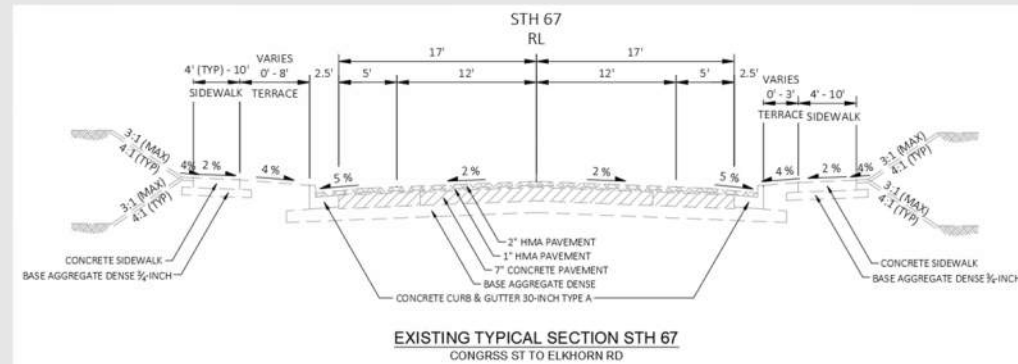
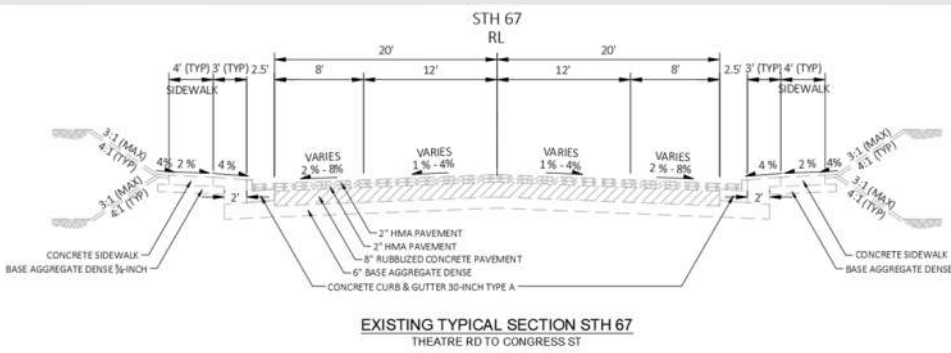
- **Original Construction:** 1931 (Williams Bay)
- **1962 Rehabilitation** (Congress St. to Elkhorn Rd.)
 - 3-inches HMA pavement over existing concrete pavement
- **1962 Reconstruction** (Theatre Rd. to Congress St.)
 - 9-inches concrete pavement over 6-inches base aggregate
- **1986 Rehabilitation** (Congress St. to Elkhorn Rd.)
 - Mill 2.75-inches and place 2.75-inches of HMA pavement
- **1999 Rehabilitation** (Theatre Rd. to Congress St.)
 - Mill 1-inch and rubbilize remaining concrete and place 4-inches of HMA pavement
- **2015 Rehabilitation** (Theatre Rd. to Elkhorn Rd.)
 - Mill 2-inches and place 2-inches of HMA pavement



Existing Conditions

Typical Section

- 2 – 12-ft lanes, 8-ft bike lanes, 30-inch curb & gutter, Theatre Rd. to Congress St.
- 2 – 12-ft lanes, 5-ft bike lanes, 30-inch curb & gutter, Congress St. to Elkhorn Rd.



Existing Conditions

Speed Limit

- 25 MPH: Hill Street to Elkhorn Road
- 30 MPH: Theatre Road to Hill Street



Proposed Scope

Pavement Replacement (PVRPLA)

- Pavement Replacement
 - Complete removal of pavement and base
 - Place 6" HMA / 14" Base Aggregate Dense / 16" Breaker Run*
 - Possible subgrade improvements
 - Replace sidewalk and curb ramps to be ADA compliant
- Underground Utilities
 - Design under a separate Project ID
 - Projects to be combined and LET together



*Subject to change. Final thicknesses to be based on pavement design results/recommendations.

Proposed Scope

Drainage

- Replace curb and gutter
- Replace storm sewer
- Local drainage or flooding concerns?



Proposed Scope

Pedestrian/Bicycle Accommodations

- Replace all sidewalk and existing curb ramps.
- Evaluate addition of sidewalk (Congress St. to Collie St. – South Side)
- Maintain bike accommodations through the corridor.
- Local requests/concerns?



Environmental

WDNR Liaison – Craig Webster

- Anticipate a Categorical Exclusion Checklist (CEC)
 - RBEST Environmental Checklist will be completed during final scoping

Regional Environmental Coordinator – Stacie Havron

- Section 106
 - Tribal Notifications – sent July 2024
- Hazmat
 - Phase 1 hazmat investigation anticipated



Utility Coordination

DT 1077s sent July/August 2024

Utility	Status
AT&T Wisconsin - Communication Line	
ATC Management, Inc. - Electricity	
Alliant Energy - Electricity	
Alliant Energy - Gas/Petroleum	
Enbridge Energy - Gas/Petroleum	No Facilities
Everstream - Communication Line	
Frontier Communications of WI LLC - Communication Line	
Spectrum - Communication Line	
Village of Williams Bay - Road Facility	
Village of Williams Bay - Sewer	
Village of Williams Bay - Water	
Wisconsin Department of Transportation - Street Lighting	
Wisconsin Department of Transportation - Wisconsin Signal	
Walworth County - Road Facility	
Walworth County Metro Sewage District - Sewer	
We Energies - Gas/Petroleum	No Facilities

Utility Work Schedule

- DT1078 – March 2027
- Permit Submittal – July 2027
- Utility Relocation – October 2027
Plan Approved
- Project PS&E – May 1, 2030



Project Schedule

- OPM – July 2024
- LOM – January 2025
- Final Scoping Plan Review – April 2025
- PIM #1 – Summer 2025
- Environmental Document – February 2026
- 60% Plan Review Meeting – April 2026
- DSR – May 2026
- Final Plat – October 2026
- DT 1078 Start – March 2027
- PS&E – May 2030
- LET – September 2030
- Construction – Spring/Summer 2031



Local Concerns

Village of Williams Bay / Town of Walworth / Walworth County

- Are there any concerns or requests?



TOWN OF WALWORTH



Any Questions or Comments?



Contact Information

Ryan Bernard – Final Scoping Project Manager

262-548-6471

Ryan.Bernard@dot.wi.gov

Luke Senz – Final Scoping Engineer

262-548-8759

Luke.Senz@dot.wi.gov

Martin Villaca – PDS Project Leader

262-548-6456

Martin.Villaca@dot.wi.gov





REPLACE SANITARY SEWER AND RECONNECT LATERALS.

Legend

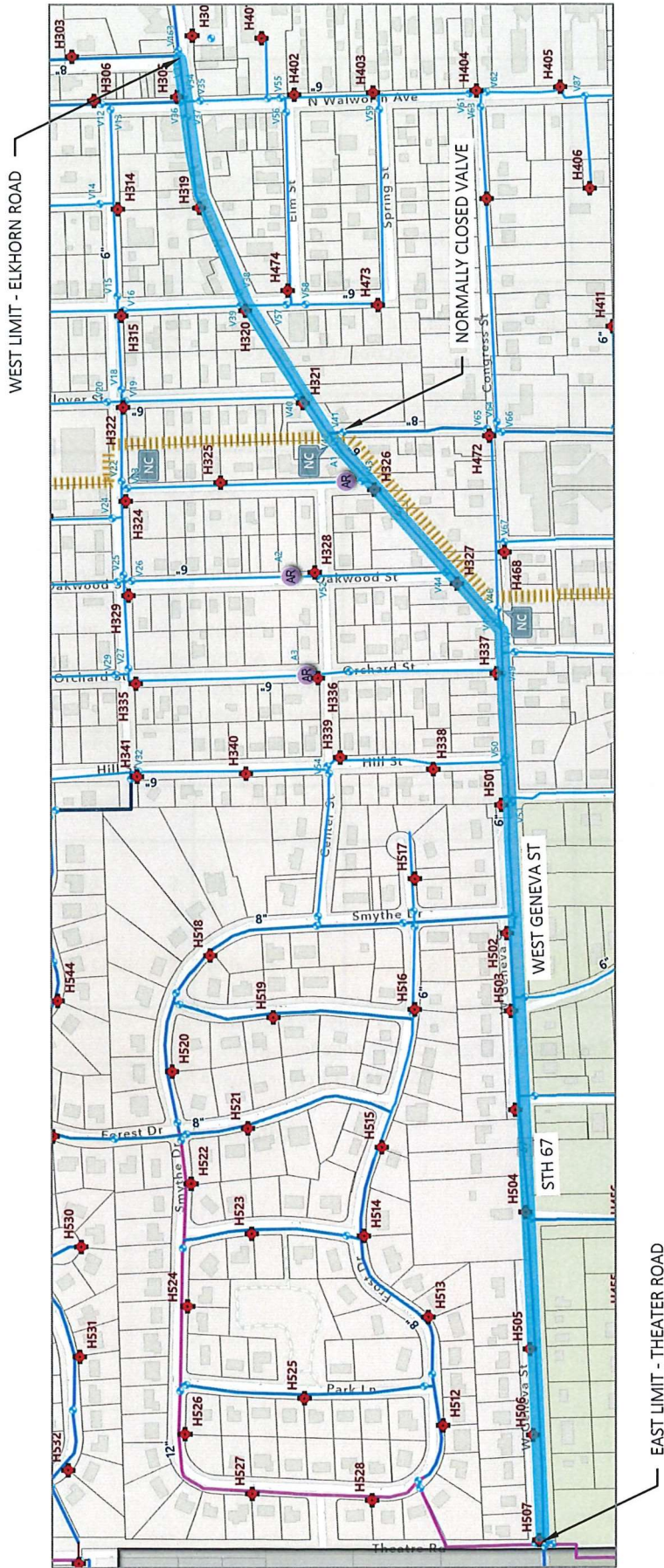
- Sewer Gravity Main
- Sewer Lateral
- Sewer Pressure Main
- Manhole
- Lift Station
- Valve



EXHIBIT A
VILLAGE OF WILLIAMS BAY

0 50' 150' 300' 500'

BAXTER & WOODMAN
Consulting Engineers



NEW 12" WATER MAIN WITH NEW WATER LATERALS ALONG ROUTE. PROVIDE 8" CONNECTIONS TO INTERSECTION LIMITS FOR FUTURE WATER MAIN RELAYS ON INTERSECTING STREETS.



EXHIBIT B

VILLAGE OF WILLIAMS BAY

BAXTER & WOODMAN
Consulting Engineers

2024 Street Program
VILLAGE OF WILLIAMS BAY
Revised – July 31, 2024

- See the attached opinion of probable cost (OPC) for the proposed roadway sections further described below.
 - Section A - Observatory Place: Remove the existing asphalt pavement by milling, proof roll the base and repair soft spots, adjust manholes, repave with 4-inches of hot mix asphalt including driveway aprons, and install 2-ft wide gravel shoulders.
 - Section B - Clover Street: Remove the existing asphalt pavement by milling, proof roll the base and repair soft spots, adjust manholes, repave with 4-inches of hot mix asphalt including driveway aprons, and install 2-ft wide gravel shoulders.
 - Section C - Cedar Point Drive: Repair deteriorated pavement areas by removing the asphalt, repairing the stone base, and installing hot mix asphalt.
 - Section D - East Geneva Street:
 - Base Bid:
 - Remove the concrete pavement base east of Cedar Point Dr.
 - Install storm sewer west of the existing 24" cross culvert at Bell's Store.
 - Widen the north side of the road to provide a 12' travel lane and a 6' paved shoulder / bicycle lane.
 - Mill and resurface from Cedar Point Dr. to the west end.
 - Replace striping.
 - Tree removal by the Village in the future.
 - Alternate Deduct: Eliminate the storm sewer and provide a full depth mill and resurface.
 - Section E - Lakewood Trails: Repair deteriorated pavement areas by removing the asphalt, repairing the stone base, and repaving with hot mix asphalt. The water main valve repair areas will be repaved under a separate contract.
- The bid opening is planned for August 29, 2024 with presentation in September. Public Works is repairing the Lakewood Trails valve repair areas in 2024. The remaining work can occur in 2024 or in 2025 before Memorial Day.
- The bid form will allow removal of each or any section.
- See the separate engineering work order.

P:\WLMSV\2400607-2024 Roadway Improvements\00-Design\07-OPC-Quantities-Estimates\2024 Street Program Engineer Report REV 07-31-24.docx

Opinion of Probable Cost and Alternates
2024 Roadway Improvements
Village of Williams Bay

Section	Quantity		Amount
<u>Section A: Observatory Place</u>			
MOBILIZATION	1	LS	\$ 8,000
ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,200	SY	\$ 13,000
HMA, 4-INCHES	2,200	SY	\$ 56,000
GRAVEL SHOULDERS	2,100	LF	\$ 8,000
TRAFFIC, LAWN, EROSION	1	LS	\$ 6,000
Construction Cost			\$ 91,000
<u>Section B: Clover Street</u>			
MOBILIZATION	1	LS	\$ 8,000
ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,300	SY	\$ 14,000
HMA, 4-INCHES	2,300	SY	\$ 58,000
GRAVEL SHOULDERS	1,340	LF	\$ 5,000
TRAFFIC, LAWN, EROSION	1	LS	\$ 6,000
Construction Cost			\$ 91,000
<u>Section C: Cedar Point Drive Spot Repairs</u>			
MOBILIZATION	1	LS	\$ 8,000
ASPHALT PATCHING	2,300	SY	\$ 115,000
TRAFFIC, LAWN, EROSION	1	LS	\$ 8,000
Construction Cost			\$ 131,000
<u>Section D: East Geneva Street</u>			
MOBILIZATION	1	LS	\$ 12,000
CONCRETE PAVEMENT REMOVAL	3,289	SY	\$ 46,000
ASPHALT FULL DEPTH MILL	8,300	SY	\$ 50,000
BASE AGGREGATE, 1-1/4-INCH, UNDERCUT AND WIDENING	1,700	TON	\$ 31,000
HMA, 4-INCHES	8,300	SY	\$ 208,000
GRAVEL SHOULDERS	600	LF	\$ 2,000
TRAFFIC, LAWN, EROSION, MARKING, LAYOUT	1	LS	\$ 28,000
STORM SEWER	1	LS	\$ 519,000
Construction Cost			\$ 896,000
<u>Section E: Lakewood Trails</u>			
MOBILIZATION	1	LS	\$ 8,000
ASPHALT PATCHING, NOT INCLUDING VALVE REPAIR AREAS	2,200	SY	\$ 110,000
TRAFFIC, LAWN, EROSION	1	LS	\$ 8,000
Construction Cost			\$ 126,000
CONSTRUCTION COST			\$ 1,335,000
Engineering			\$ 90,000
<u>Section D Alternate Deduct - Remove Storm Sewer and Rehabilitate Pavement</u>			\$ (565,000)
<u>Section E Alternate - Rehabilitate Pavement Rather than Patch Areas</u>			\$ 588,000

ORDER OF SHEETS

1	Title
2	General Notes
3 - 6	Construction Details
8 - 12	Utility Plan & Profile: Geneva Street
13 - 14	Plan: Observatory Place
15	Plan: Clover Street
16 - 19	Plan: Cedar Point Drive
20 - 21	Plan: Cedar Point Drive (East)
22	Plan: Lakewood Trails
23 - 27	Cross Section: Geneva Street

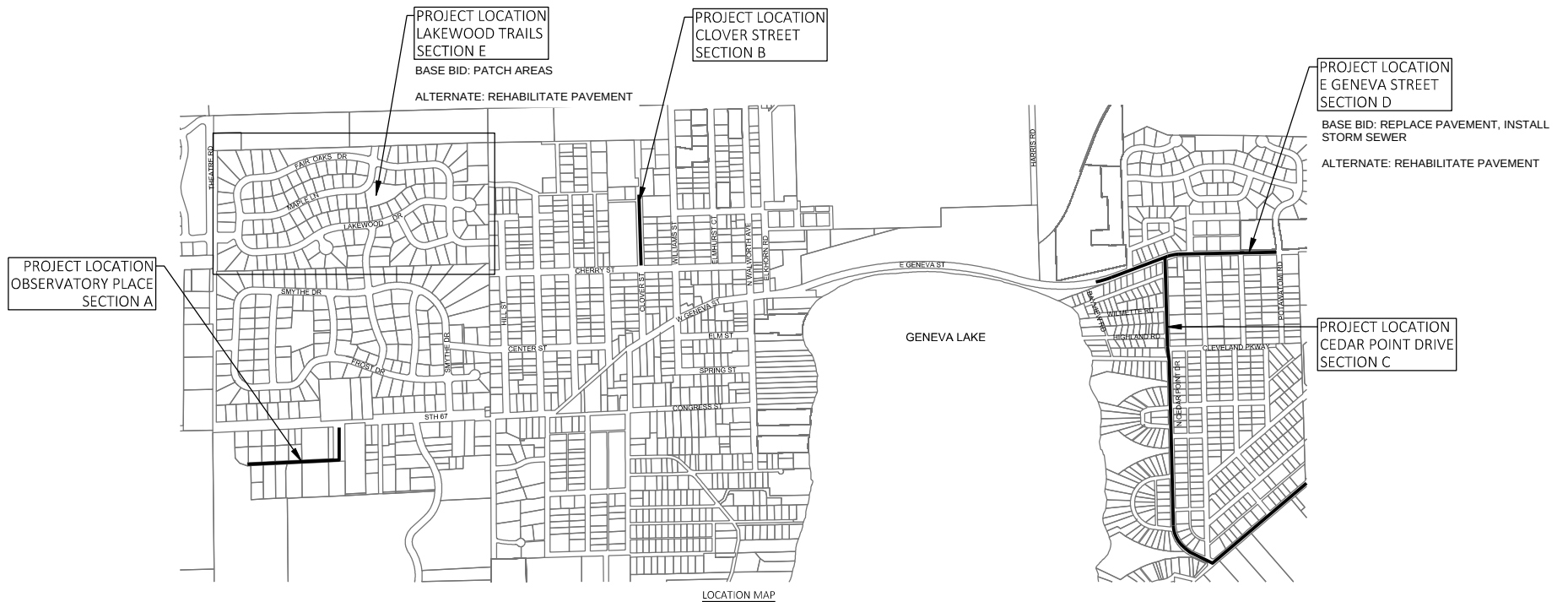
TOTAL SHEETS = 27

VILLAGE OF WILLIAMS BAY, WISCONSIN

PLAN OF PROPOSED IMPROVEMENT

2024 ROADWAY IMPROVEMENTS

DRAFT



PROJECT ENGINEER

BAXTER & WOODMAN, INC.
STATE OF WISCONSIN - PROFESSIONAL DESIGN FIRM
LICENSE NO. - 484-011 - EXPIRES 1/31/2026



Dial **811** or (800)242-8511
www.DiggersHotline.com



COORDINATES ON THIS PLAN ARE REFERENCED TO THE WISCONSIN
STATE PLAN COORDINATE SYSTEM, NAD 83

PROJECT NO.: 2400607 DATE: 7/25/2024

FILE NAME: P:\WLM\SV\2400607-2024 ROADWAY IMPROVEMENTS\CAD\01_CIVIL 3D-2022\01_SHTS-PLANS\010101-TL.DWG

PLOT DATE: 7/31/2024 10:39 AM

PLOT BY: URSULA K. BOTSCH

PLOT NAME:

ORDER OF SHEETS

1	Title
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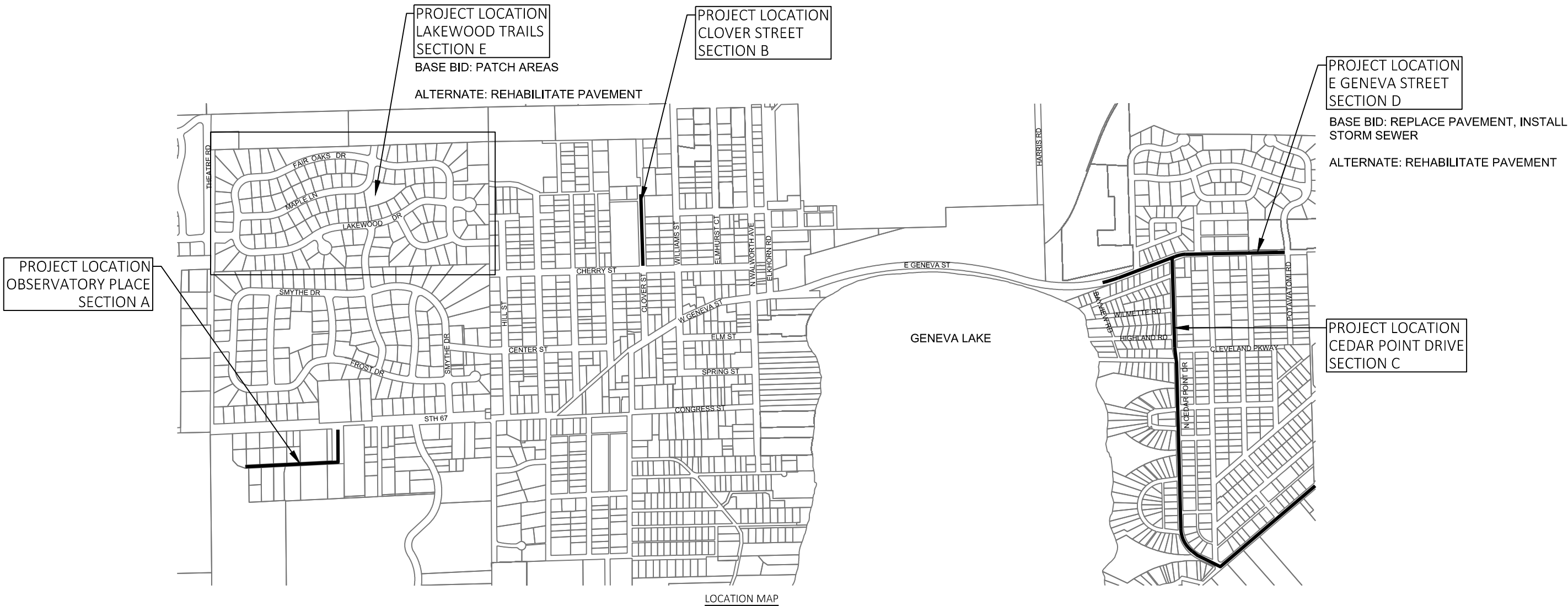
TOTAL SHEETS = 27

VILLAGE OF WILLIAMS BAY, WISCONSIN

PLAN OF PROPOSED IMPROVEMENT

2024 ROADWAY IMPROVEMENTS

DRAFT



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STATE PLAN COORDINATE SYSTEM, NAD 83

PROJECT NO.: 2400607 DATE: 7/25/2024

2	EROSION CONTROL NOTES 1. ALL WORK SHAL BE COMPLETED IN ACCORDANCE WITH THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCE REQUIREMENTS. 2. PROVIDE TEMPORARY EROSION CONTROL DEVICES PRIOR TO ANY OTHER GROUND DISTURBING ACTIVITIES AS INDICATED ON THE DRAWINGS AS NEEDED TO CONTAIN SEDIMENT FROM THE CONSTRUCTION ACTIVITIES. MAINTAIN EROSION CONTROLS UNTIL VEGETATION IS ESTABLISHED. ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. 3. EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY WORK, MAINTAINED THROUGHOUT THE WORK, AND REMOVED AS DIRECTED BY THE ENGINEER. 4. SEDIMENTATION CONTROLS SHALL BE INSTALLED ON EXISTING DRAINAGE STRUCTURES PRIOR TO ANY EXCAVATION. CONTROLS FOR NEW STRUCTURES SHALL BE INSTALLED IMMEDIATELY FOLLOWING THEIR CONSTRUCTION. 5. INLET PROTECTION DEVICES SHALL BE MAINTAINED AT LEAST ON A WEEKLY BASIS AND AFTER RAIN EVENTS OF 1/2-INCH OR GREATER. 6. EROSION BLANKETS SHALL BE PLACED ON RESTORED SLOPES OF 3:1 OR GREATER AND ALONG THE BOTTOM OF ALL DITCHES TO A WIDTH OF 4-FEET. THE COST SHALL BE INCIDENTAL TO THE CONTRACT. LOCATIONS OF THE EROSION BLANKETS WILL BE DETERMINED DURING CONSTRUCTION. 7. TRACKING PADS SHALL BE INSTALLED AT LOCATIONS WHERE CONSTRUCTION EQUIPMENT WILL HAVE ACCESS TO ADJACENT STREETS. 8. REFER TO THE SPECIFICATIONS AND STANDARD DETAILS FOR MATERIALS AND INSTALLATION METHODS. 9. DISCHARGE FROM DEWATERING (NOT INCLUDING DEWATERING WELLS) MUST BE CONVEYED THROUGH ONE OF THE FOLLOWING. PRIOR TO ENTERING WATER OF THE STATE: A. TYPE III GEOTEXTILE BAG B. OVERLAND FILTER C. FILTER BASIN GENERAL NOTES 1. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNER OF ALL EXISTING FACILITIES SO THE UTILITIES AND APPURTENANCES MAY BE LOCATED, ADJUSTED, OR MOVED. IF NECESSARY, PRIOR TO THE START OF CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL COOPERATE WITH ALL UTILITY OWNERS AS PROVIDED FOR IN THE STANDARD SPECIFICATIONS. 2. THE CONTRACTOR SHALL CONTACT THE VILLAGE OF WILLIAMS BAY 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK. 3. WHERE THE PROPOSED PAVEMENT, SIDEWALK, OR DRIVEWAYS ABUT EXISTING PAVEMENT TO REMAIN IN PLACE, THE EXISTING PAVEMENT SHALL BE SAWCUT TO PROVIDE A NEAT VERTICAL FACE BETWEEN THE PROPOSED AND EXISTING SURFACES AND SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION. SAWCUTS SHALL BE FULL-DEPTH. 4. ACCESS TO DRIVEWAYS MUST BE PROVIDED AT ALL TIMES, EXCEPT DURING ACTUAL ADJACENT CONSTRUCTION. TEMPORARY RAMPS SHALL BE CONSTRUCTED AS NEEDED. CONTRACTOR SHALL NOTIFY RESIDENTS OF ACCESS RESTRICTIONS AT LEAST 24 HOURS PRIOR TO THE WORK. 5. IF EXISTING CULVERTS OR STORM SEWERS MUST BE CUT OR RELOCATED, THE CONTRACTOR SHALL ENSURE THIS STORM DRAINAGE SYSTEM WILL FUNCTION ADEQUATELY DURING ANY RAIN EVENTS. WORK ASSOCIATED WITH THIS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. 6. ONLY VILLAGE OF WILLIAMS BAY PERSONNEL ARE ALLOWED TO OPERATE VALVES AND FIRE HYDRANTS. HYDRANTS SHALL NOT BE USED AS A SOURCE OF WATER FOR MISCELLANEOUS USE. 7. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE VILLAGE OF WILLIAMS BAY PRIOR TO ANY WORK. TRAFFIC CONTROL SHALL BE FULLY IN PLACE PRIOR TO WORK IN ANY OF THE AREAS. IF STREET CLOSINGS OR DETOURS ARE REQUIRED, THE CONTRACTOR SHALL COORDINATE WIT THE VILLAGE. 8. DO NOT STORE MATERIALS, OR MACHINES WHERE THEY WILL OBSTRUCT STREET CROSSING OR DRIVEWAY. 9. MAILBOXES DAMAGED FROM CONSTRUCTION ACTIVITIES ARE TO BE REPLACED WITH NEW MAILBOXES OF SIMILAR CONSTRUCTION AND SIZE. INSTALL AND REMOVE TEMPORARY MAILBOXES AS REQUIRED, AND THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. 10. PROTECT EXISTING UNDERGROUND UTILITIES AND BUILDING SERVICE LINES FROM DAMAGE. MAKE SUCH EXPLORATION AS IS NECESSARY TO DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES. EXERCISE CARE DURING THE PROGRESS OF WORK IN THE AREA TO PREVENT DAMAGE TO EXISTING UNDERGROUND UTILITIES. 11. COORDINATE WITH UTILITY COMPANIES TO SUPPORT, PROTECT, OR REMOVE, AND REPLACE ALL POWER POLES OR POLE ANCHORS THAT ARE AFFECTED BY CONSTRUCTION. EVEN WHERE SUPPORT IS NOT INDICATED ON PLAN SHEETS. WORK ASSOCIATED WITH THIS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION. 12. COMPLY WITH ALL OSHA RULES AND REGULATIONS DURING CONSTRUCTION. 13. PROTECT ALL PAVED AREAS FROM DAMAGE WHERE CRAWLER-TRACK MACHINERY IS USED. WORK ASSOCIATED WITH THIS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION. 14. PROTECT THE BASE DURING PAVEMENT REPLACEMENT. 15. PROVIDE A 10 DAY EXTENDED WEATHER FORECAST WITH SCHEDULE FOR APPROVAL PRIOR TO PAVEMENT REPLACEMENT.
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BENCHMARK LIST

BM#54

MINI RAILROAD SPIKE ON NORTH FACE OF POWER POLE ON SOUTHEAST CORNER OF GENEVA ST AND JOHNSON TERRACE
ELEV. 930.987
NORTHING: 214443.615 EASTING: 2365670.943

BM#55

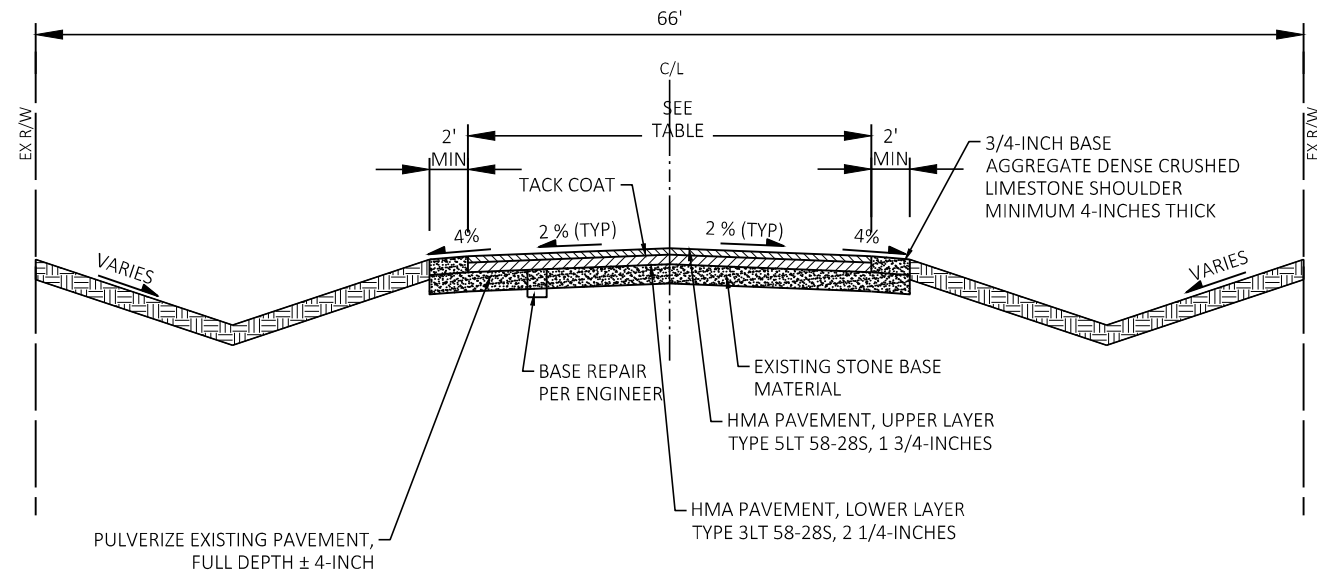
MINI RAILROAD SPIKE ON SOUTH FACE OF POWER POLE ON NORTH SIDE OF GENEVA ST ACROSS FROM BELL'S LIQUOR & DELI STORE.
ELEV. 924.428
NORTHING: 214503.845 EASTING: 2366203.545

BM#56

MINI RAILROAD SPIKE ON SOUTH FACE OF POWER POLE ON NORTHEAST CORNER OF GENEVA ST AND POTAWATOMI RD
ELEV. 926.573
NORTHING: 214508.225 EASTING: 2366410.936

BM#1954

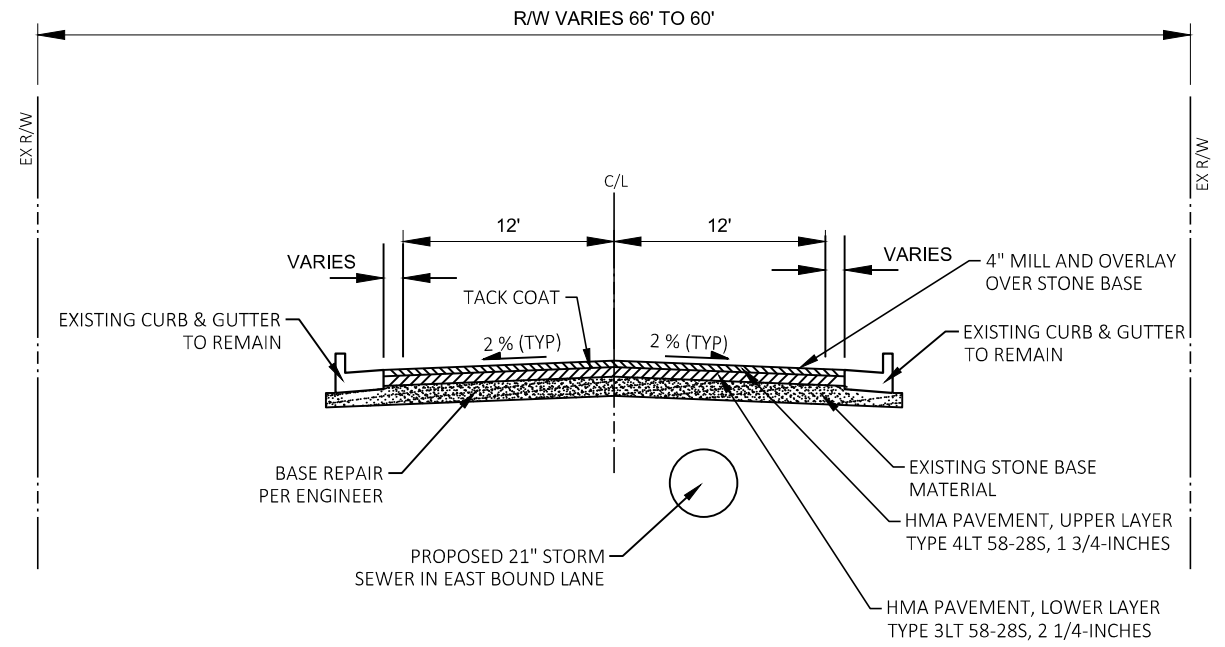
RAILROAD SPIKE ON NORTHEAST FACE OF POWER POLE ON NORTH SIDE OF GENEVA ST ACROSS FROM ADDRESS #621
ELEV. 933.436
NORTHING: 214496.494 EASTING: 2365821.472



TYPICAL SECTION

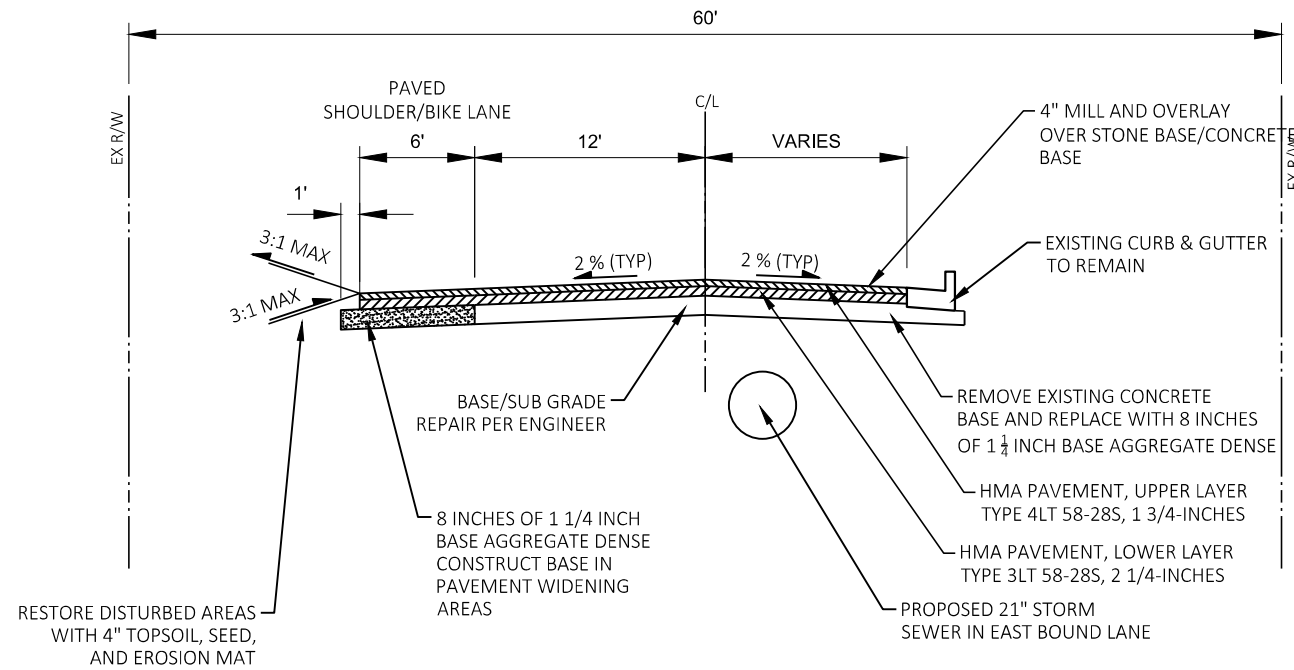
TYPICAL PAVEMENT WIDTH

OBSERVATORY PLACE	-	VARIES (17 - 20 FEET, SEE PLAN)
CLOVER STREET	-	30 FEET TYP.



EAST GENEVA ST.

STA. 402+25 TO 407+50

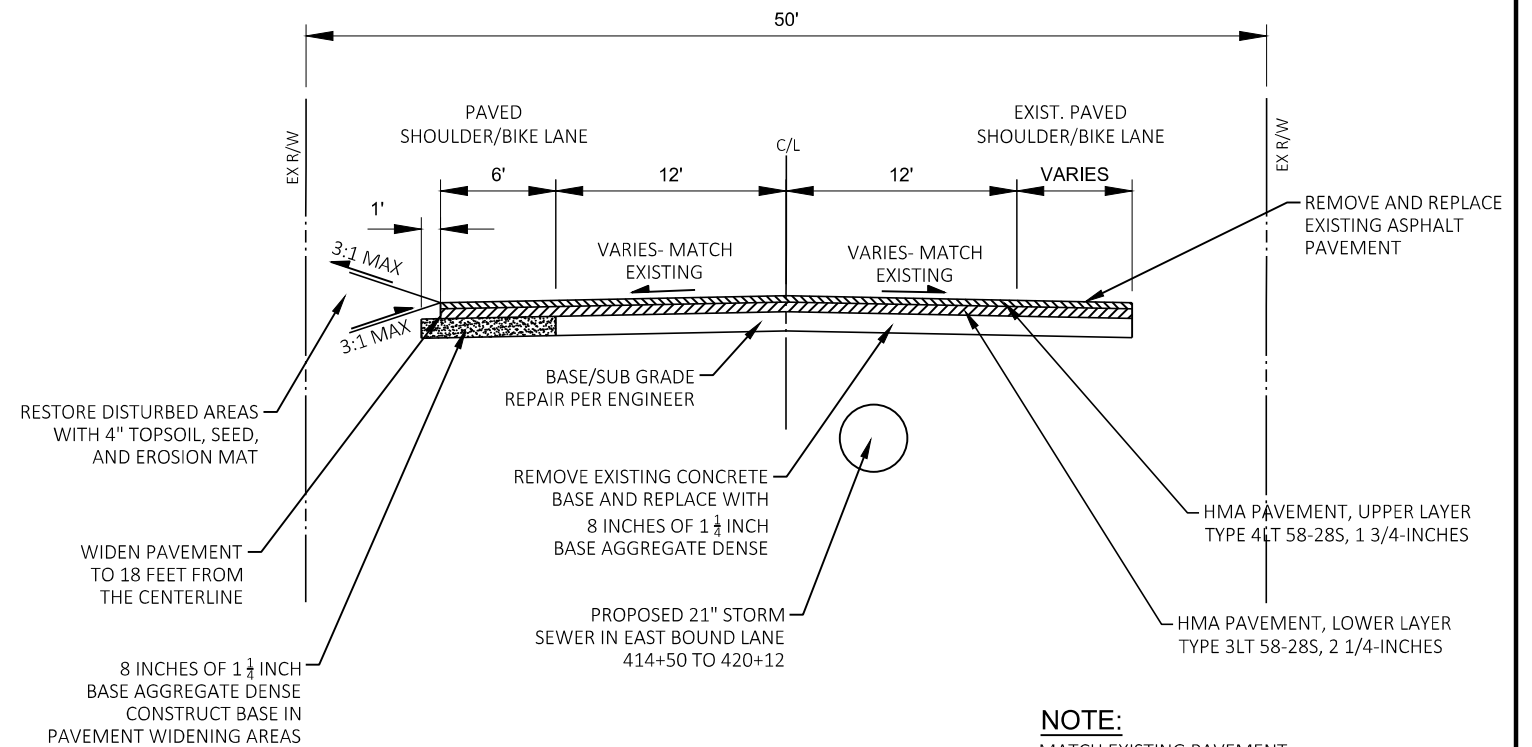


EAST GENEVA ST.

STA. 407+50 TO 411+50 (OVER STONE BASE)
STA. 411+50 TO 414+50 (OVER CONCRETE BASE)

NOTE:

MATCH EXISTING PAVEMENT
CROSS SLOPE IN PAVEMENT
WIDENING AREAS

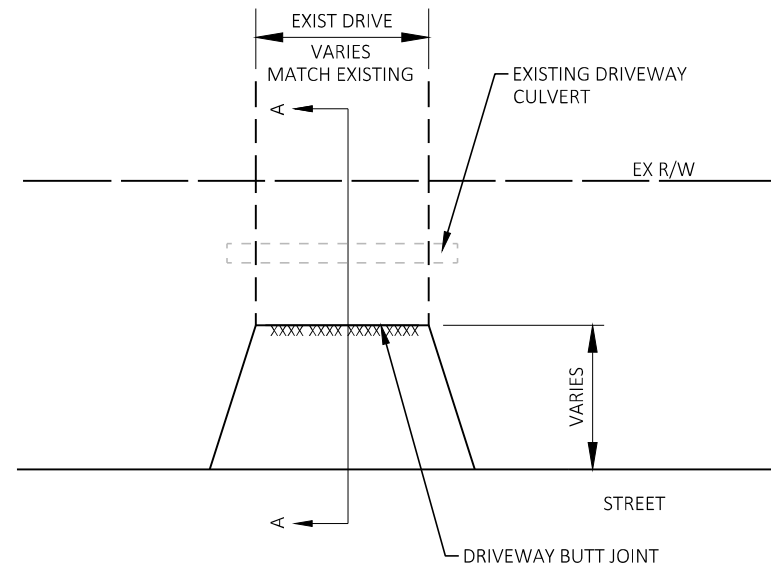


EAST GENEVA ST.

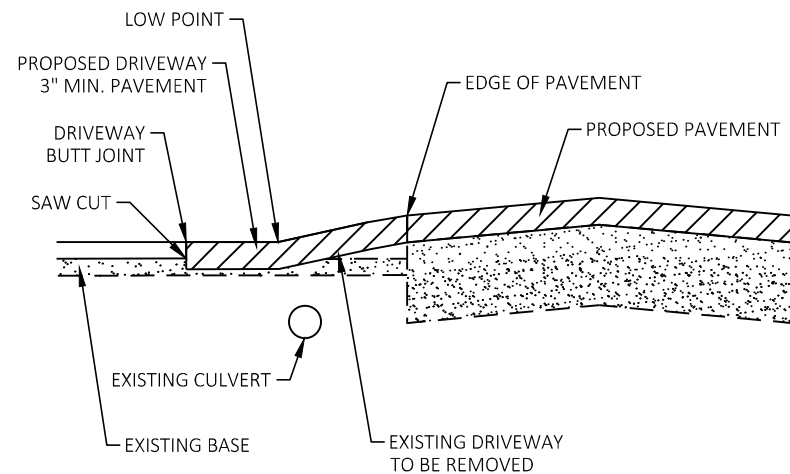
STA. 414+50 TO 421+75

NOTE:

MATCH EXISTING PAVEMENT
CROSS SLOPE IN PAVEMENT
WIDENING AREAS



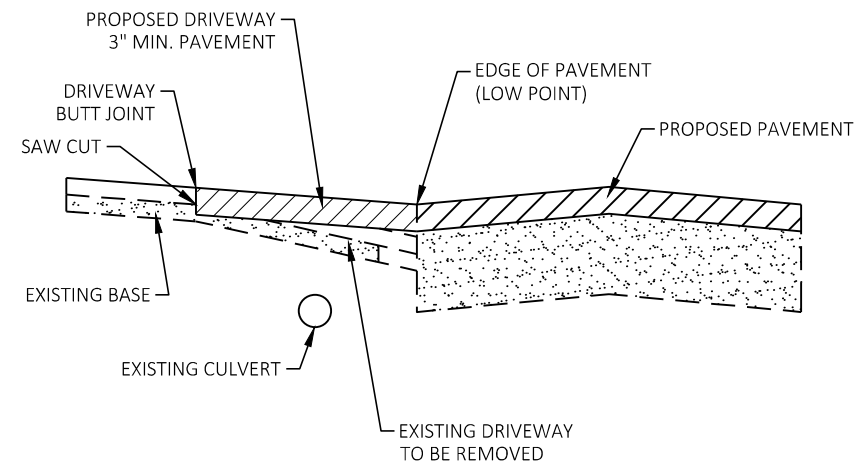
PLAN



SECTION A-A

EXISTING DRIVEWAY BELOW PROPOSED ROADWAY
DETAIL

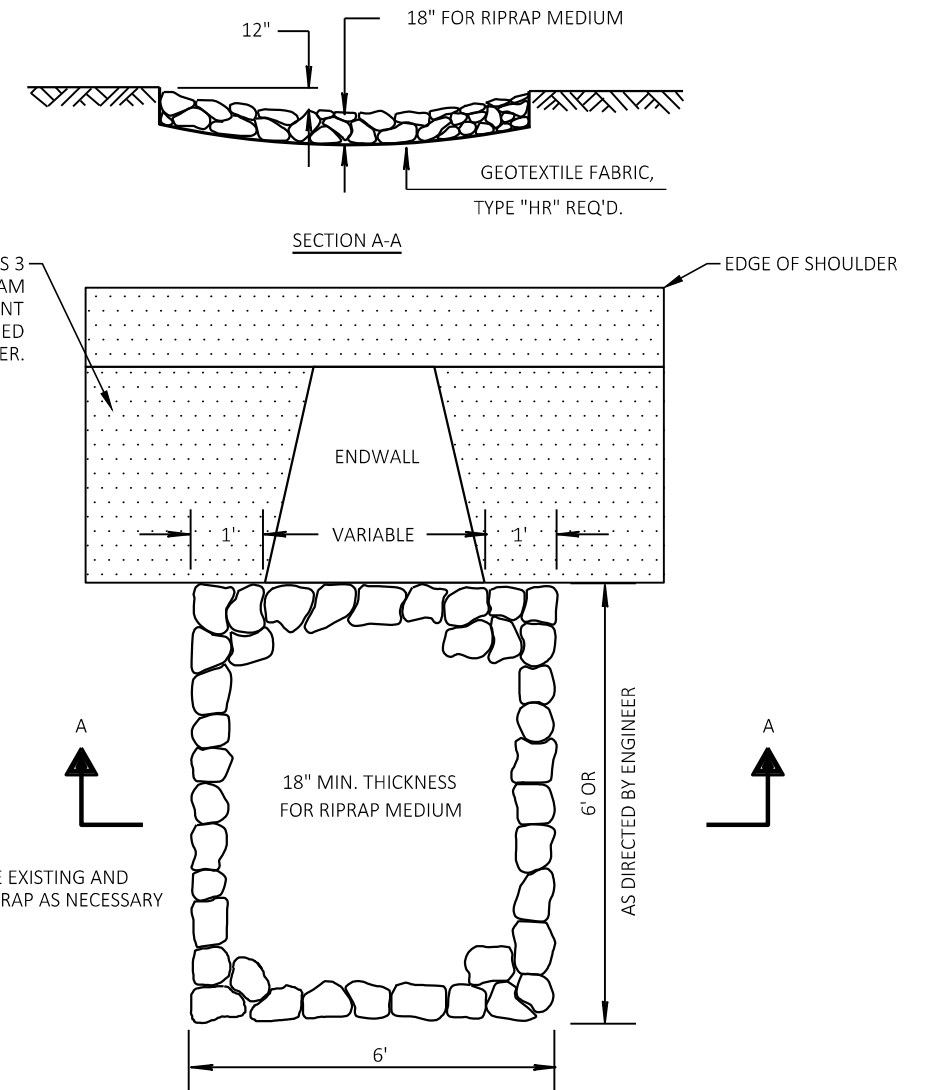
NOT TO SCALE



SECTION A-A

EXISTING DRIVEWAY ABOVE PROPOSED ROADWAY
DETAIL

NOT TO SCALE





SDD 15D28 Traffic Control, Work on Shoulder or Parking Lane, Undivided Roadway

LEGEND

- SIGN ON PERMANENT SUPPORT
- TRAFFIC CONTROL DRUM
- DIRECTION OF TRAFFIC
- WORK ZONE

GENERAL NOTES

ALL SIGNS ARE 48"X48" UNLESS OTHERWISE NOTED. IF NECESSARY DUE TO SPACE CONSTRAINTS IN URBAN AREAS, 36" X 36" SIGNS MAY BE USED IF APPROVED BY THE REGIONAL TRAFFIC UNIT.

"WO" SIGN IS THE SAME AS "W" SIGN EXCEPT THE BACKGROUND IS ORANGE.

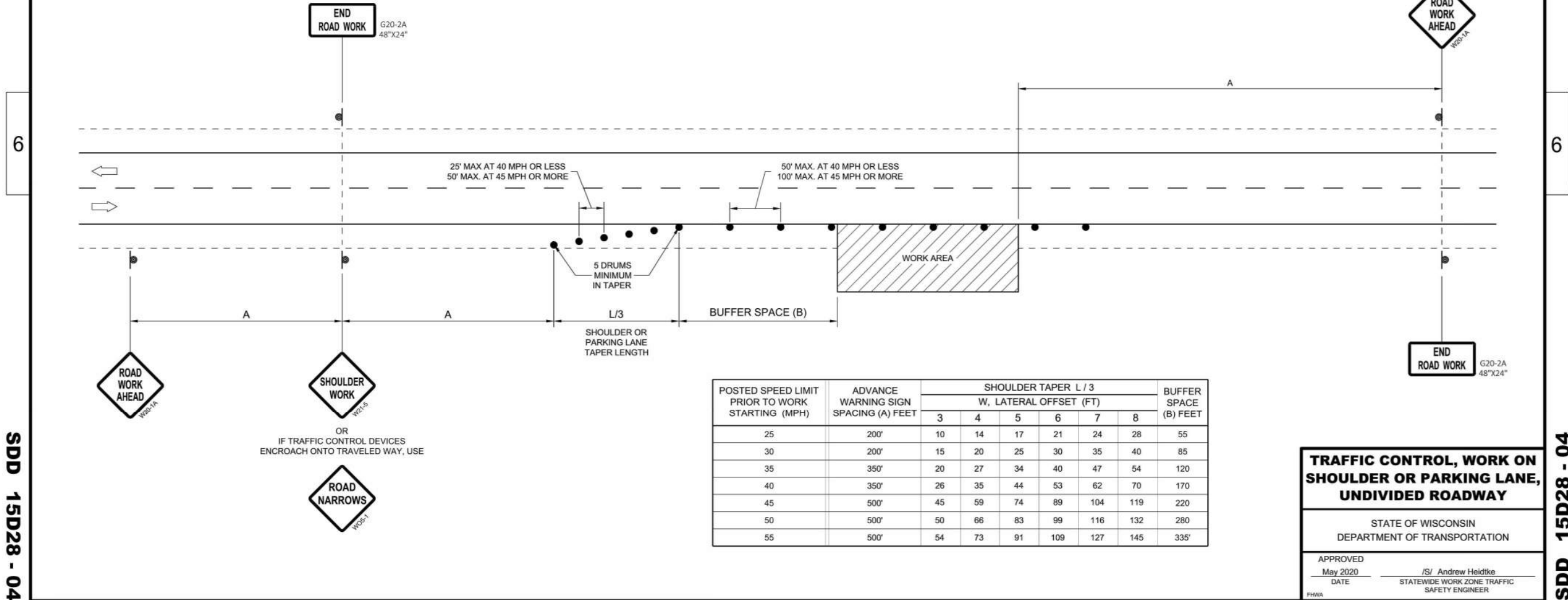
ANY SIGNS TEMPORARY OR EXISTING, WHICH CONFLICT WITH THE TRAFFIC CONTROL "IN USE" SHALL BE REMOVED OR COVERED AS NEEDED AND AS APPROVED BY THE ENGINEER.

THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

CHANNELIZING DEVICES PLACED ADJACENT TO WORK AREA SHALL BE PULLED BACK FROM THE TRAVEL LANE WHEN WORK IS NOT IN PROGRESS.

SIGNS THAT WILL BE IN PLACE LESS THAN 7 CONTINUOUS DAYS AND NIGHTS MAY BE MOUNTED ON PORTABLE SUPPORTS.

W20-1A AND G20-2A SIGNS ARE NOT REQUIRED IF THE WORK AREA IS WITHIN A LARGER WORK ZONE WHERE THESE SIGNS ARE ALREADY PRESENT. G20-2A SIGNS MAY ALSO BE OMITTED IF DURATION OF WORK IS LESS THAN 7 CONTINUOUS DAYS AND NIGHTS.



SDD 15D28 - 04

SDD 15D28 - 04

TRAFFIC CONTROL, WORK ON SHOULDER OR PARKING LANE, UNDIVIDED ROADWAY

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED
May 2020
DATE
/S/ Andrew Heidtke
STATEWIDE WORK ZONE TRAFFIC
SAFETY ENGINEER

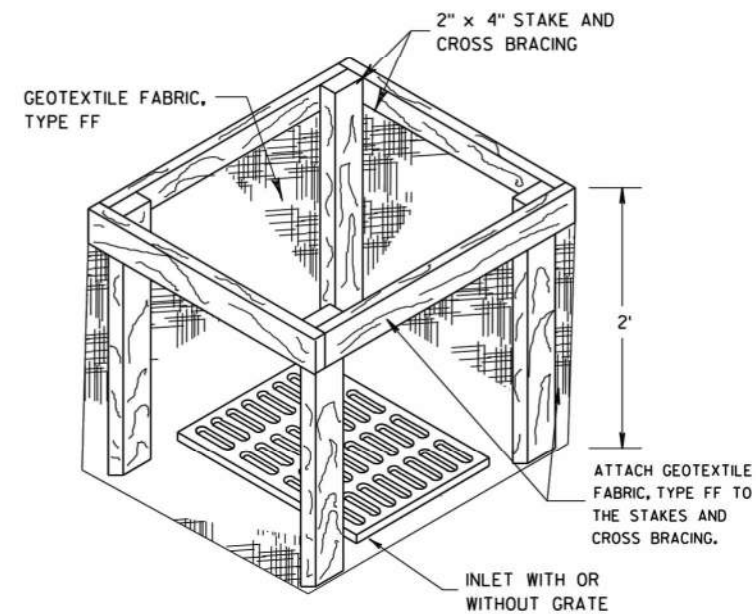
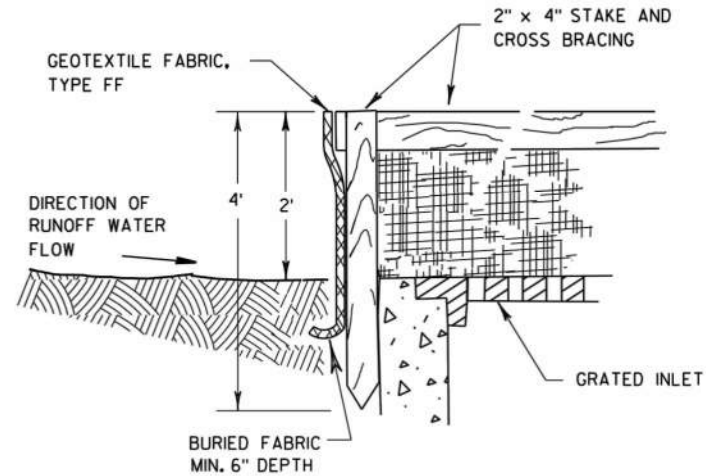




SDD 8e10 Inlet Protection Type A, B, C and D

2

2



INLET PROTECTION, TYPE A

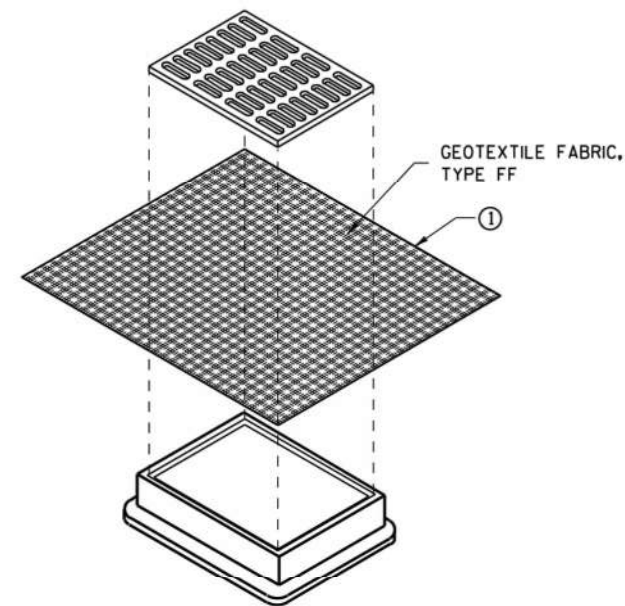
GENERAL NOTES

INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.

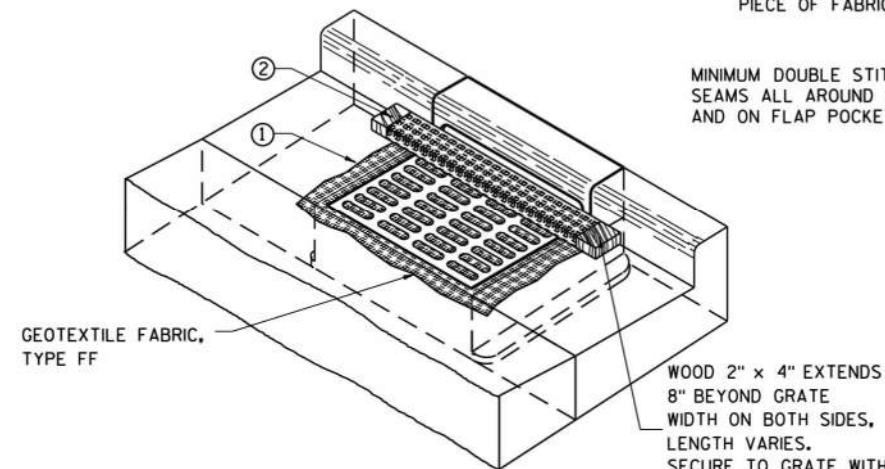
MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

- ① FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- ② FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
- ③ FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.



INLET PROTECTION, TYPE B
(WITHOUT CURB BOX)
(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)



INLET PROTECTION, TYPE C (WITH CURB BOX)

INSTALLATION NOTES

TYPE B & C

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

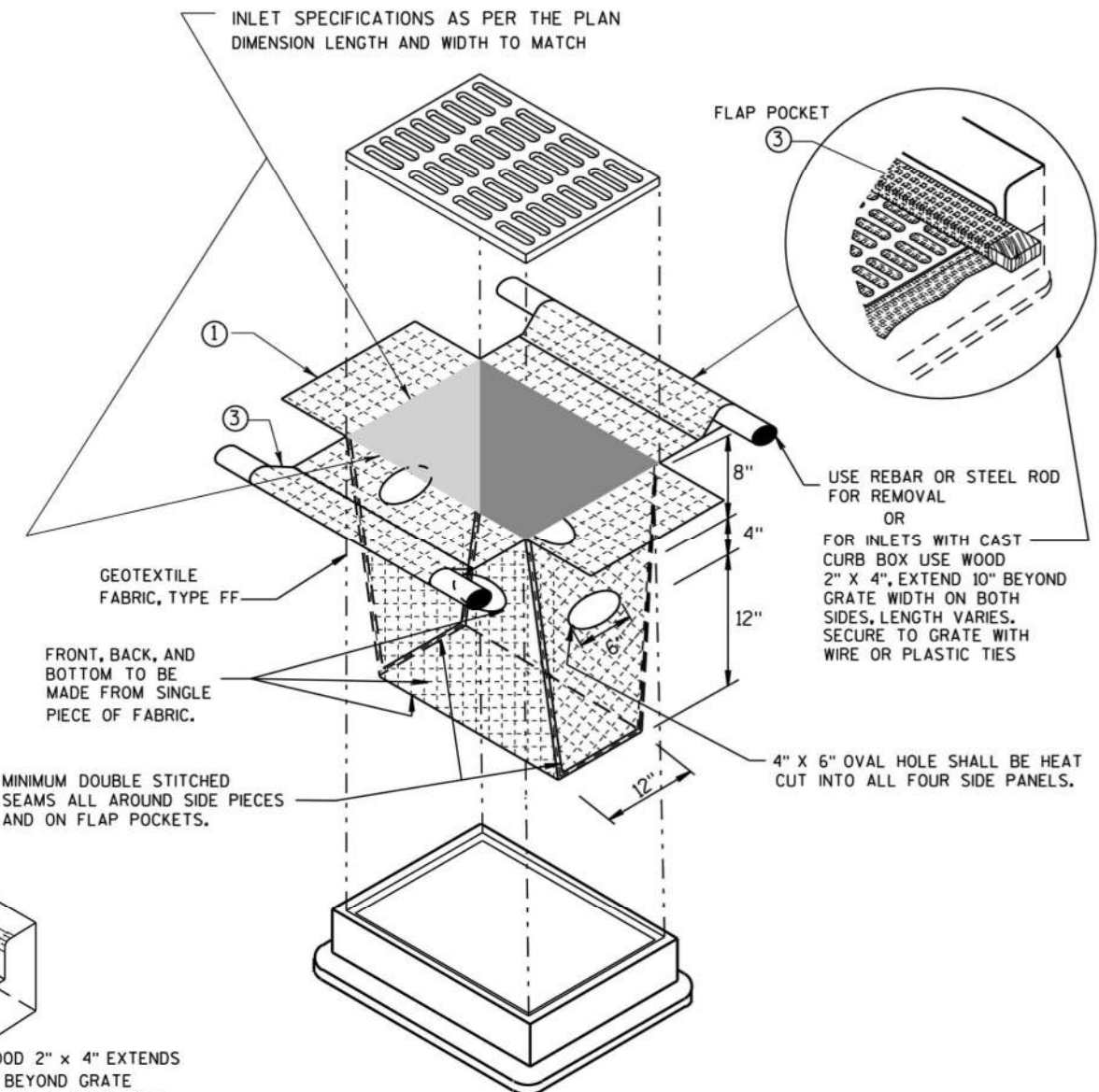
THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

TYPE D

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

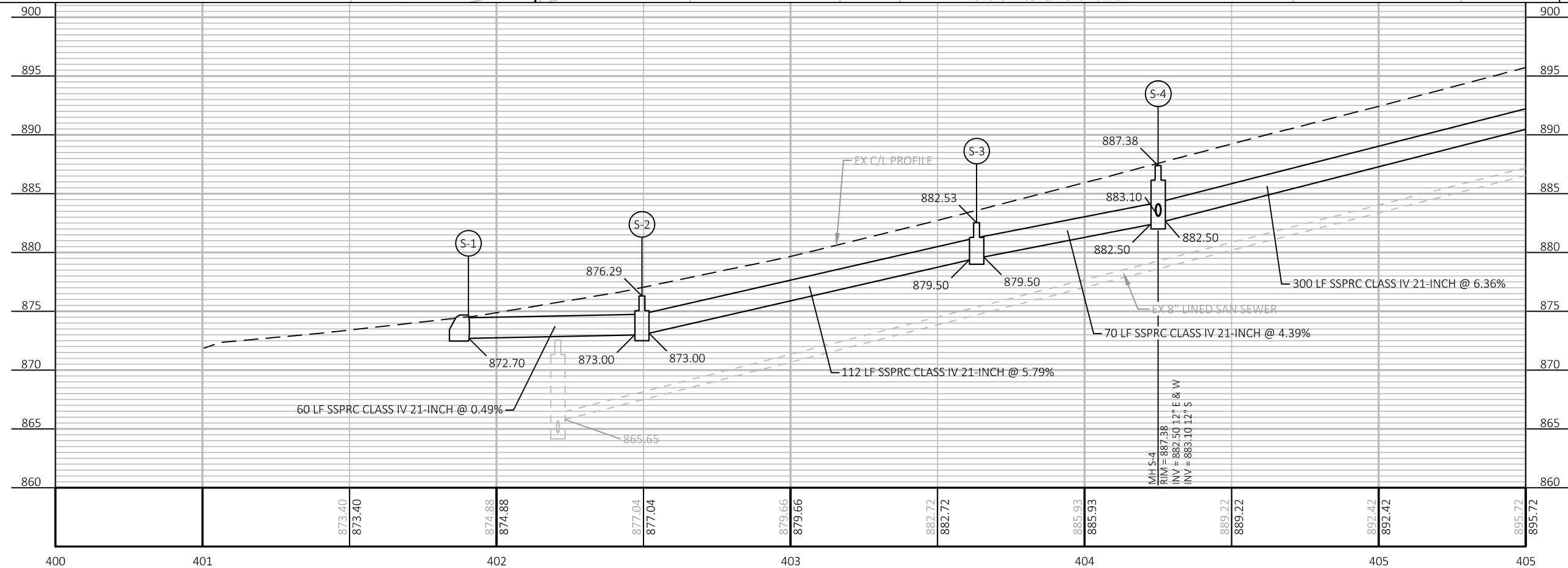
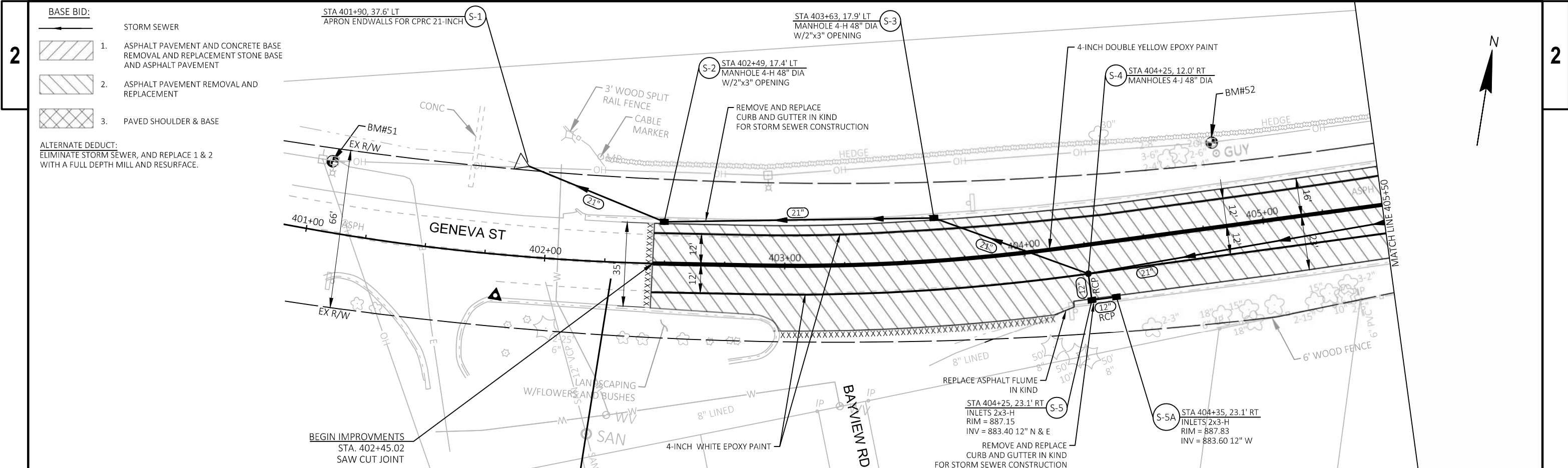
THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

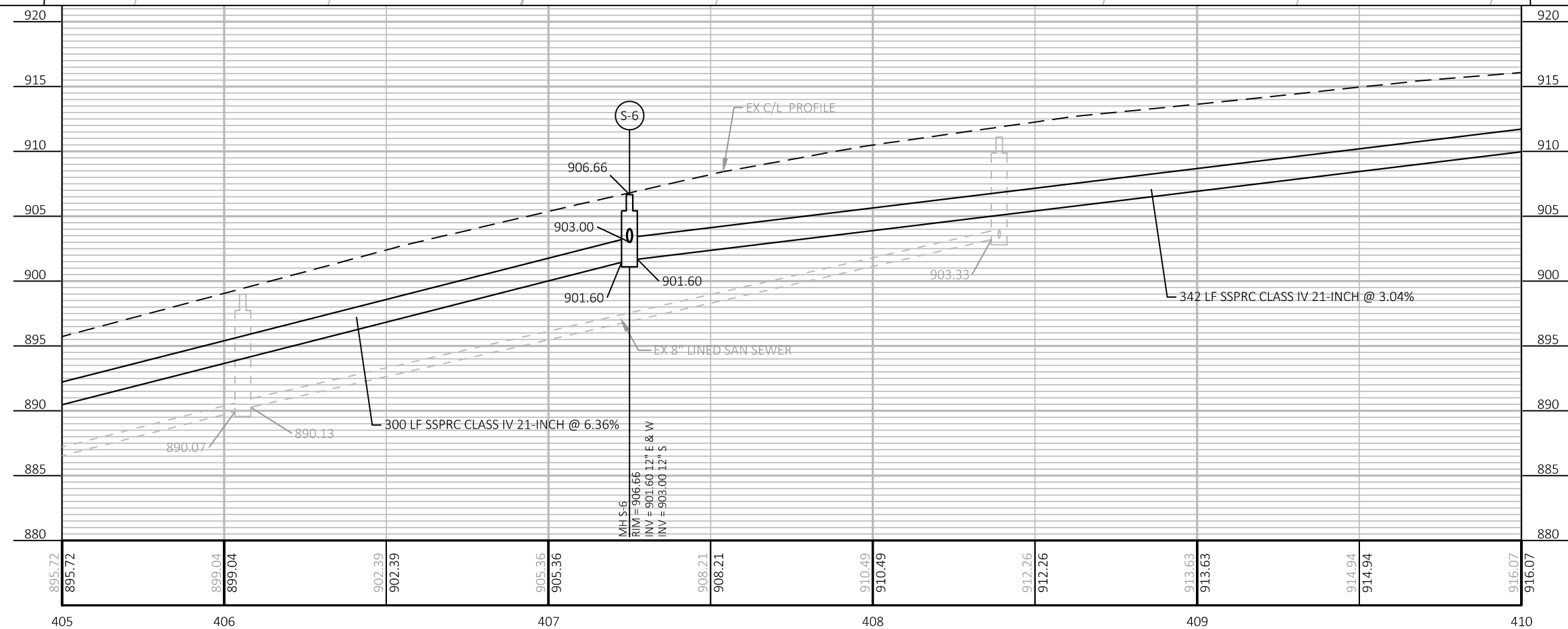
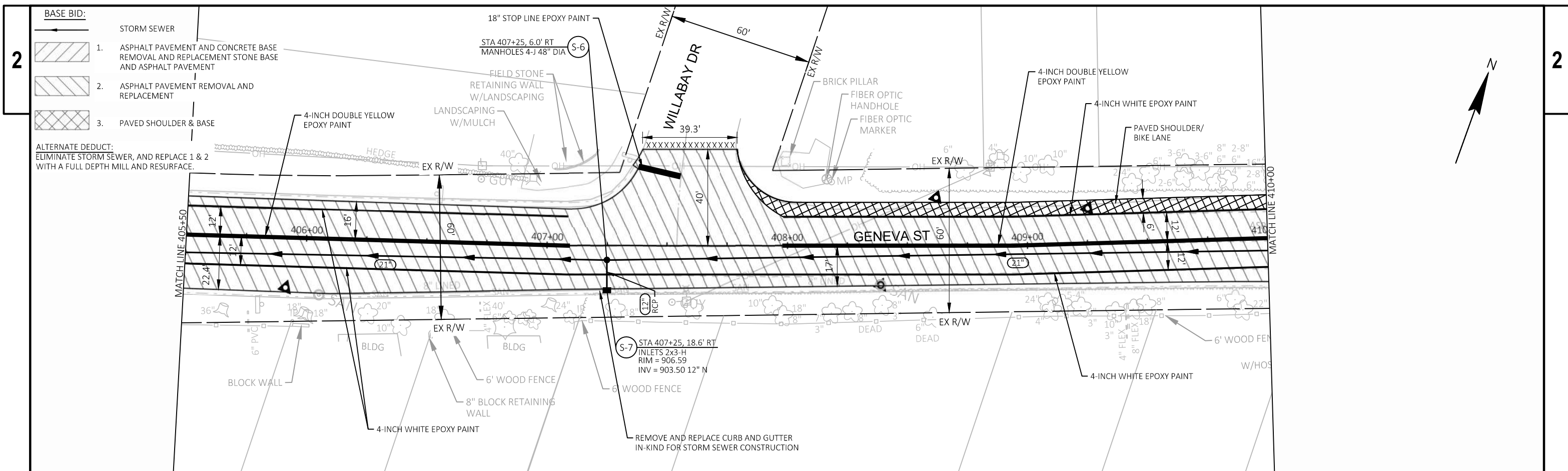


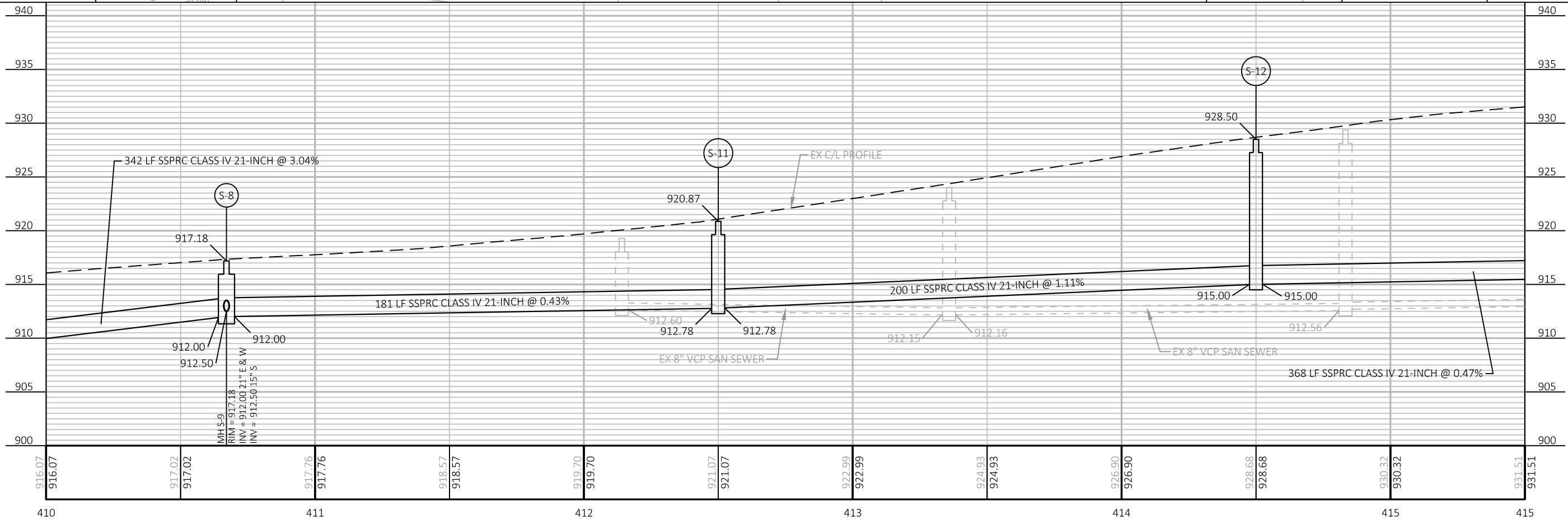
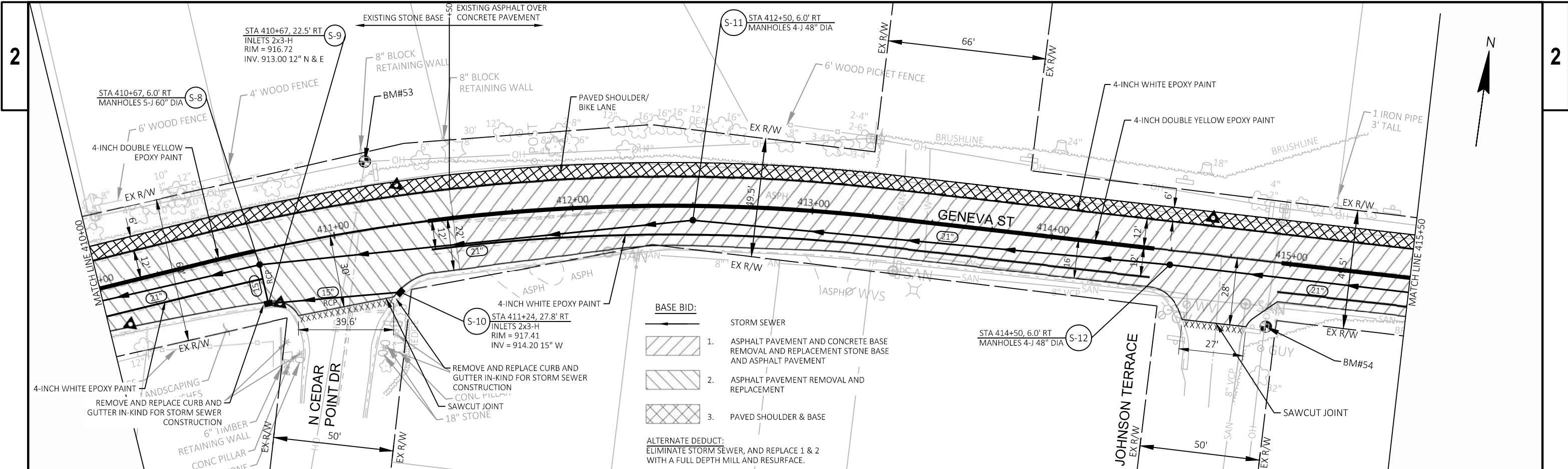
INLET PROTECTION, TYPE D

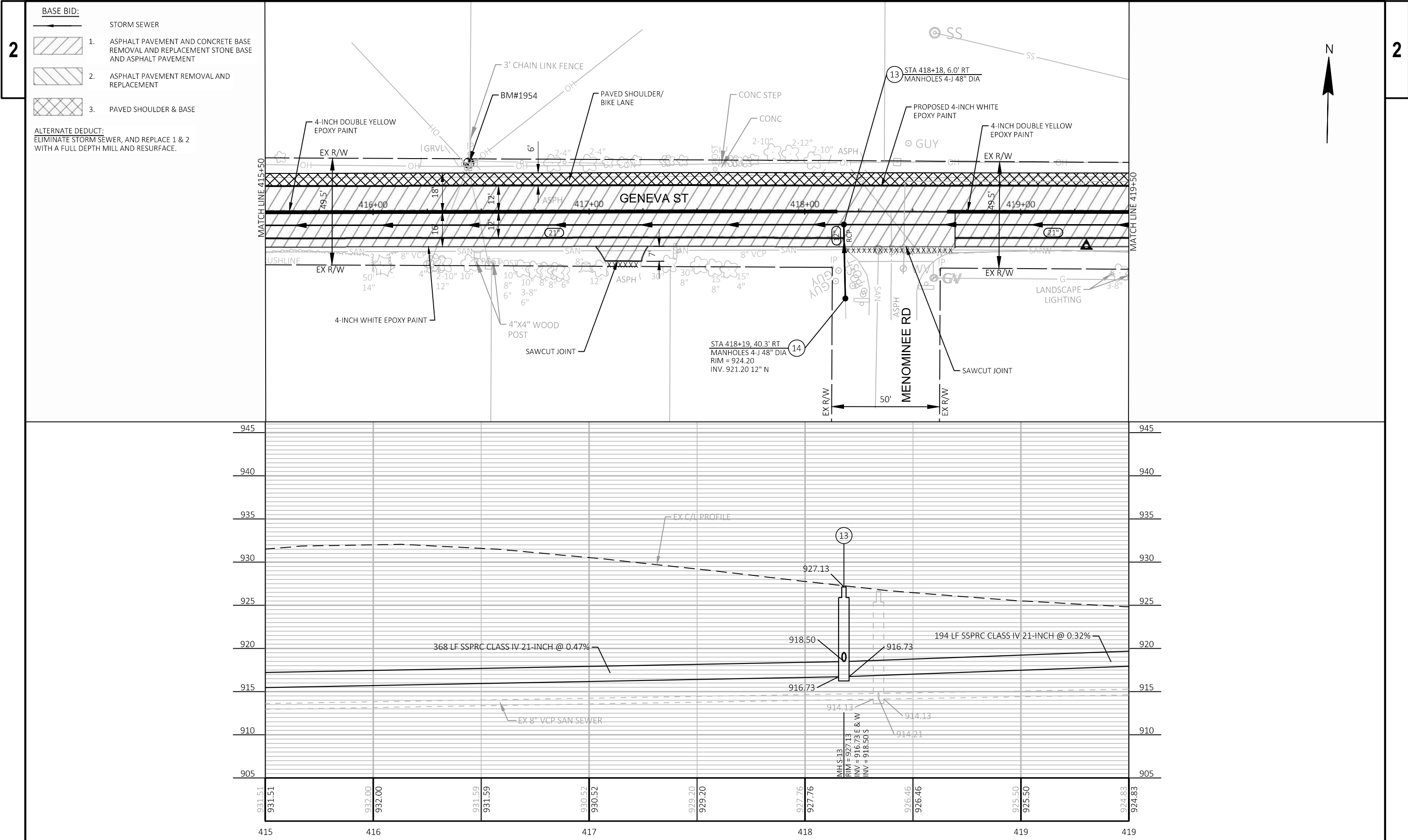
(CAN BE INSTALLED IN ANY INLET TYPE WITH OR WITHOUT A CURB BOX AS PER NOTE ②)

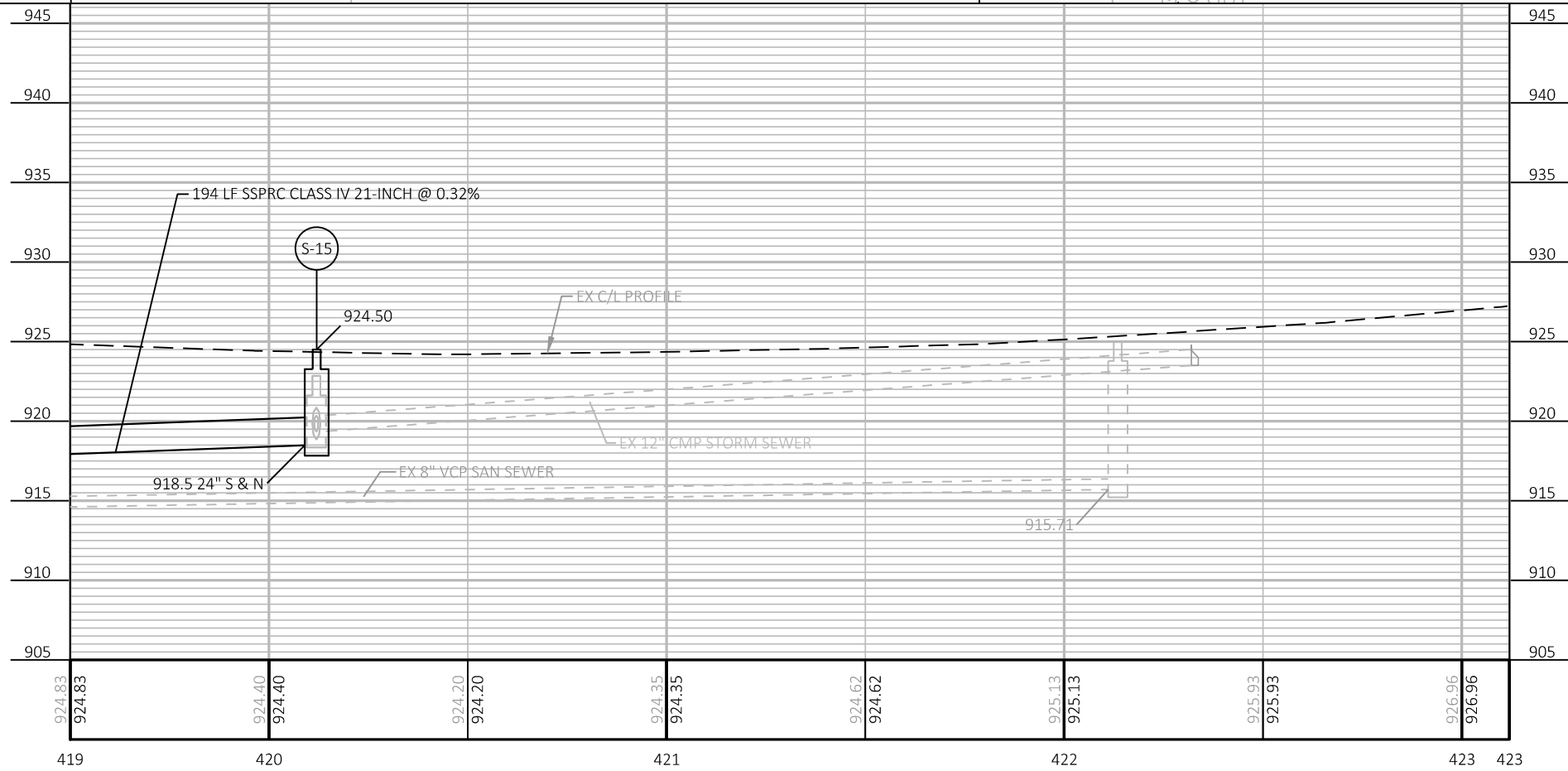
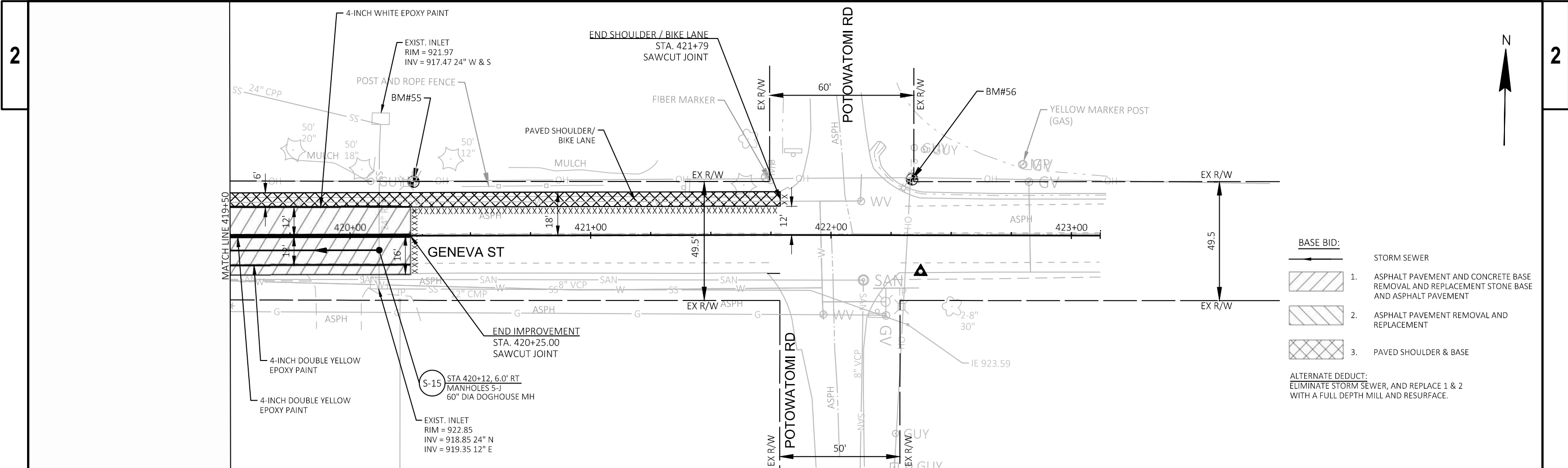
INLET PROTECTION TYPE A, B, C, AND D	
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
APPROVED 10-16-02 DATE	/S/ Beth Cannestra CHIEF ROADWAY DEVELOPMENT ENGINEER
FHWA	

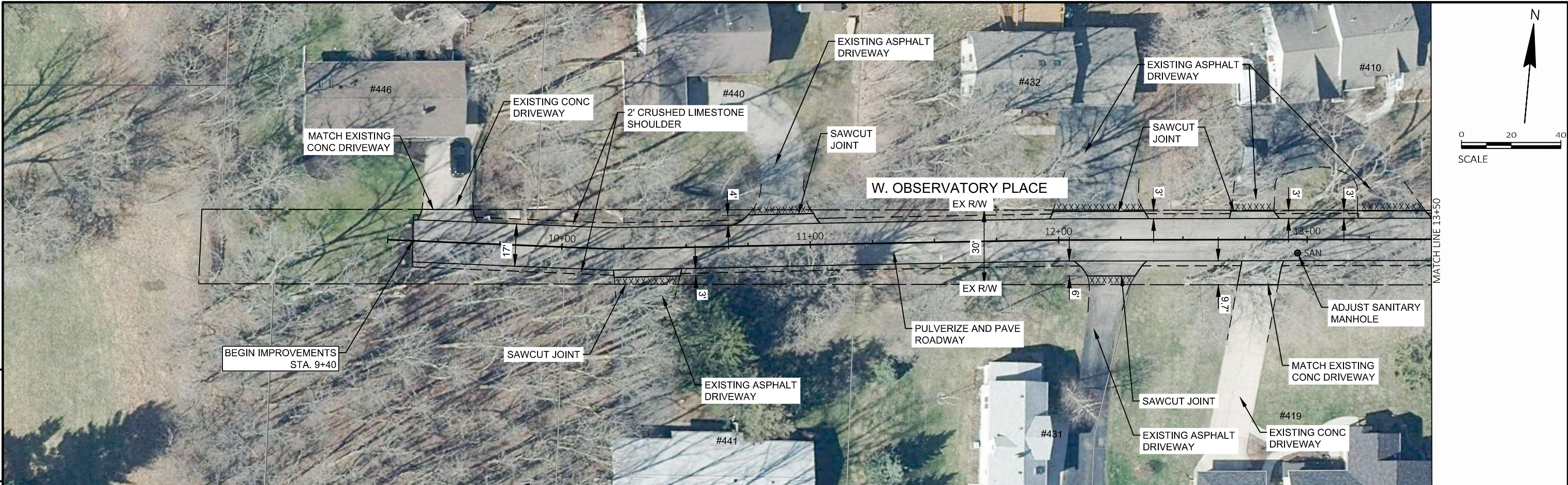




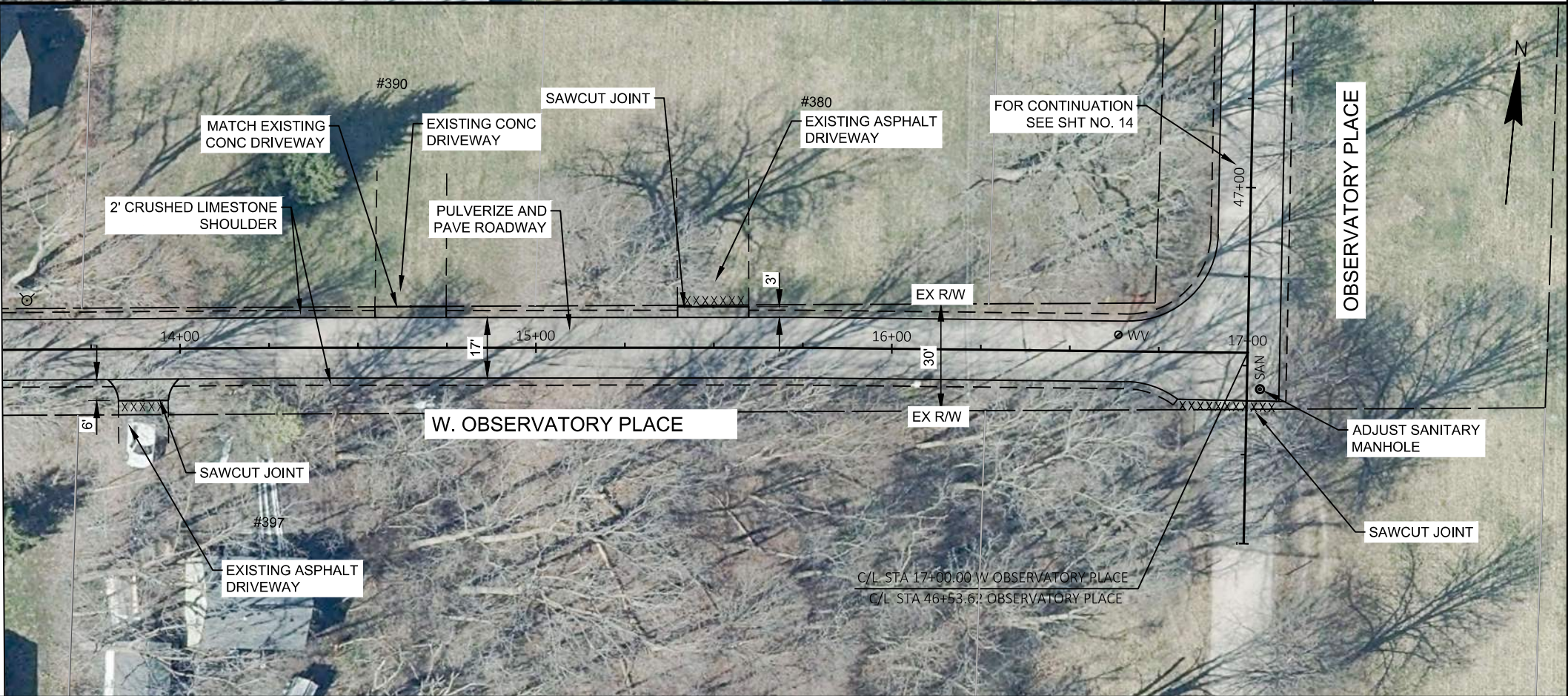


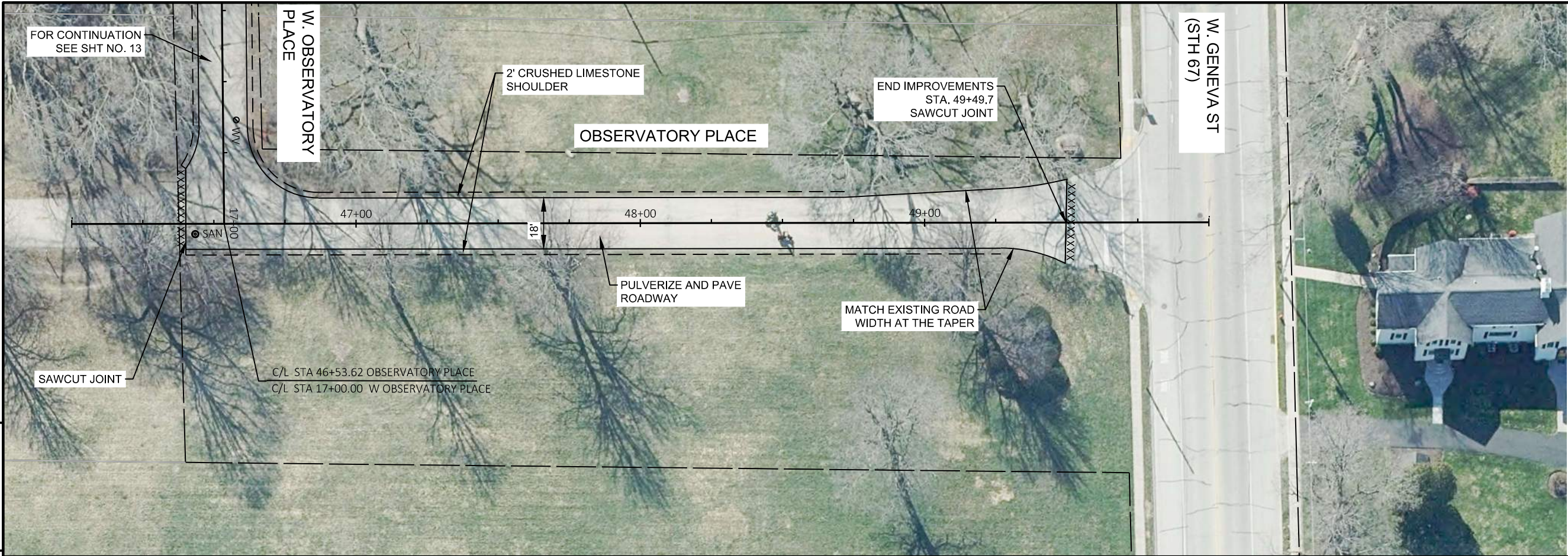


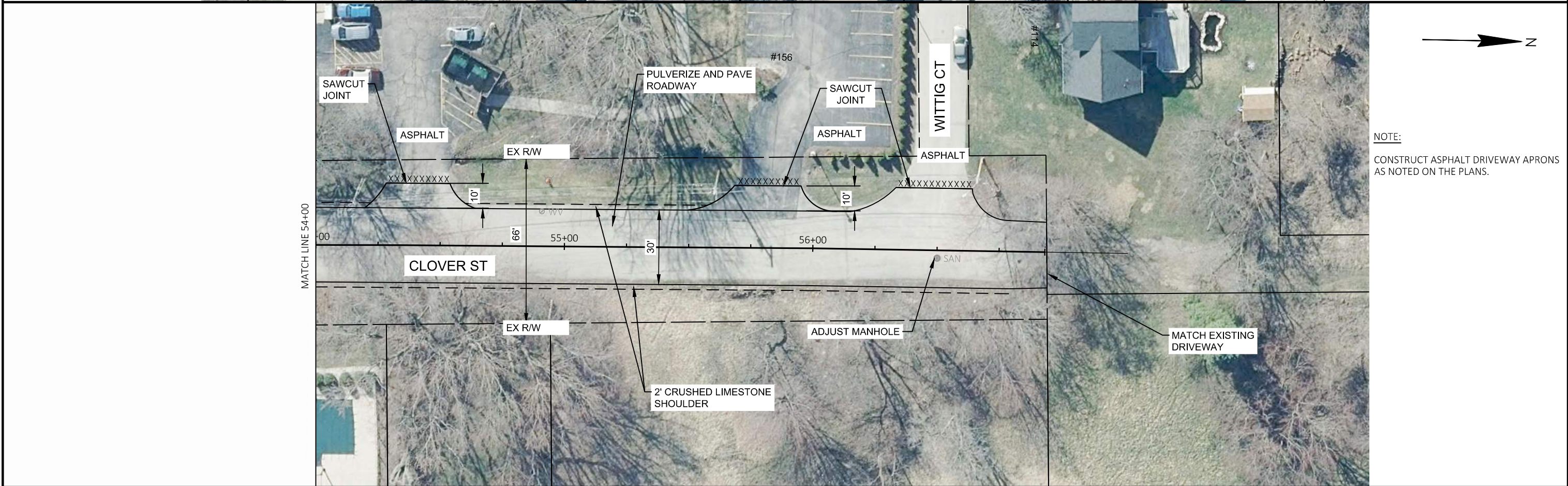
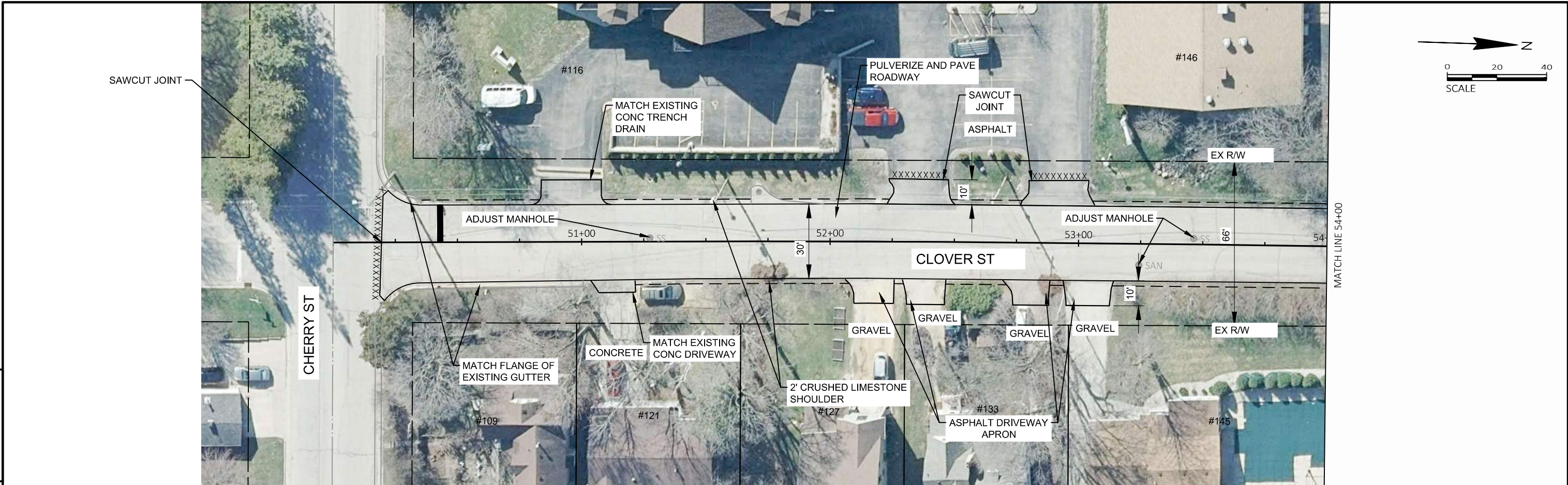




NOTE:
CONSTRUCT ASPHALT DRIVEWAY APRONS AS NOTED ON THE PLANS OR UP TO EXISTING JOINT ON CONCRETE DRIVEWAYS.







NOTE:
CONSTRUCT ASPHALT DRIVEWAY APRONS
AS NOTED ON THE PLANS.



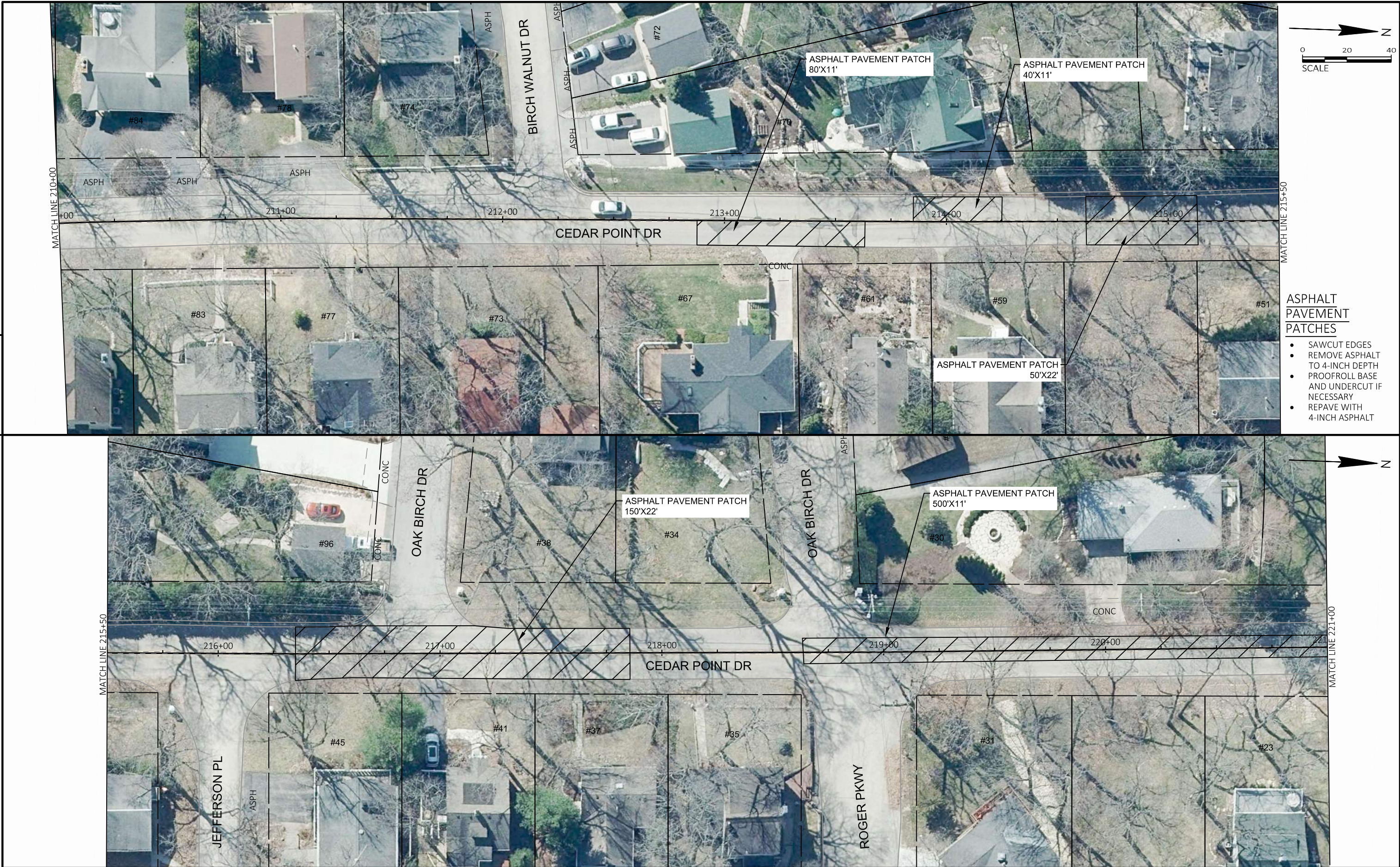
ASPHALT PAVEMENT PATCH
70'X11'

ASPHALT PAVEMENT PATCHES

- SAWCUT EDGES
- REMOVE ASPHALT TO 4-INCH DEPTH
- PROOFROLL BASE AND UNDERCUT IF NECESSARY
- REPAVE WITH 4-INCH ASPHALT

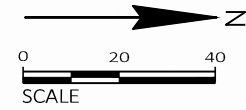
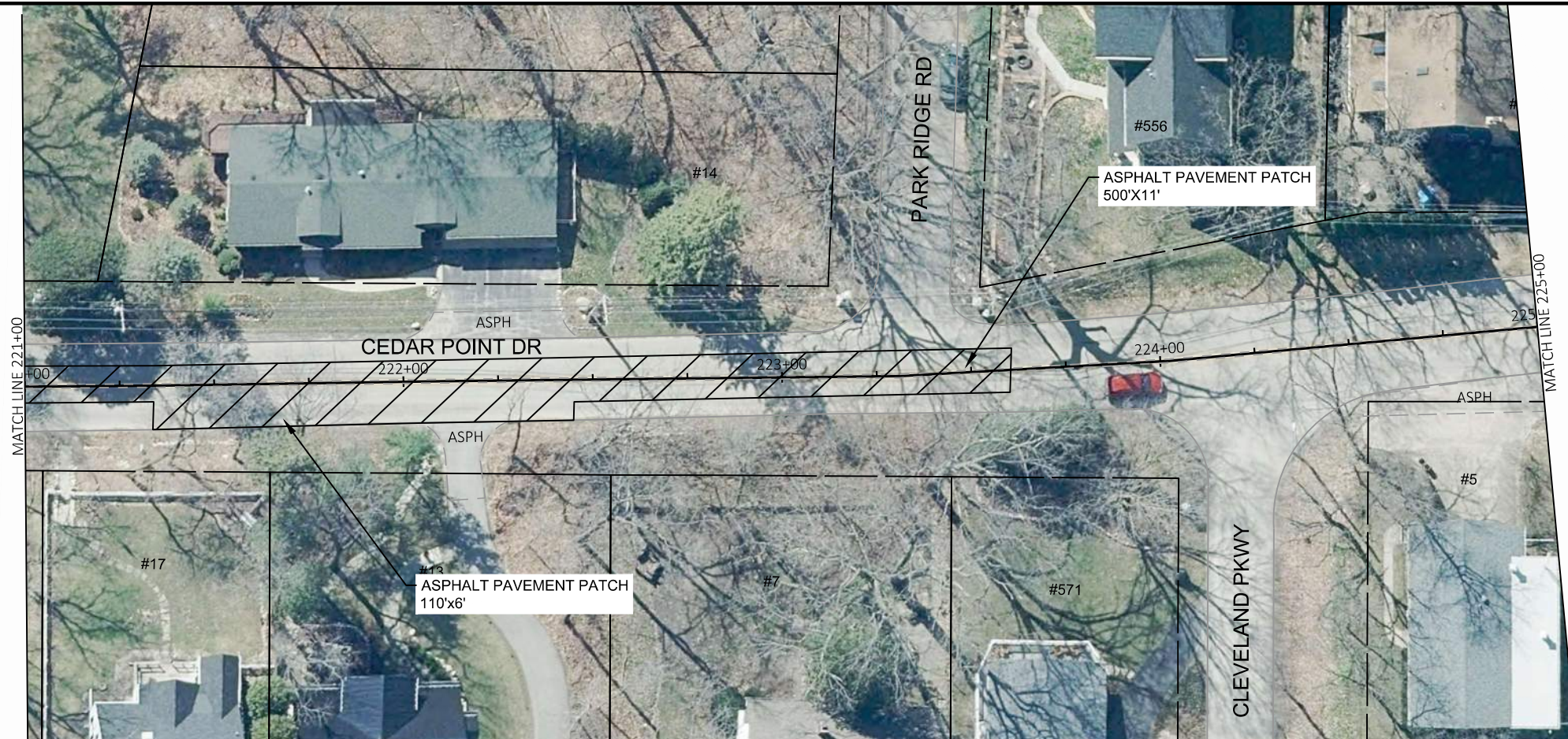
ASPHALT PAVEMENT PATCH
25'X11'

ASPHALT PAVEMENT PATCH
100'X11'



- ASPHALT PAVEMENT PATCHES**
- SAWCUT EDGES
 - REMOVE ASPHALT TO 4-INCH DEPTH
 - PROOFROLL BASE AND UNDERCUT IF NECESSARY
 - REPAVE WITH 4-INCH ASPHALT

PROJECT NO: 2400607	VILLAGE OF WILLIAMS BAY, WISCONSIN 2024 ROADWAY IMPROVEMENTS	COUNTY: WALWORTH	CEDAR POINT DR STA. 210+00 TO STA. 221+00	SHEET 17 OF 27	E
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ASPHALT PAVEMENT PATCHES

- SAWCUT EDGES
- REMOVE ASPHALT TO 4-INCH DEPTH
- PROOFROLL BASE AND UNDERCUT IF NECESSARY
- REPAVE WITH 4-INCH ASPHALT



PROJECT NO: 2400607

VILLAGE OF WILLIAMS BAY, WISCONSIN
2024 ROADWAY IMPROVEMENTS

COUNTY: WALWORTH

PLAN: CEDAR POINT DR STA. 221+00 TO STA. 229+00

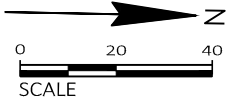
SHEET 18 OF 27

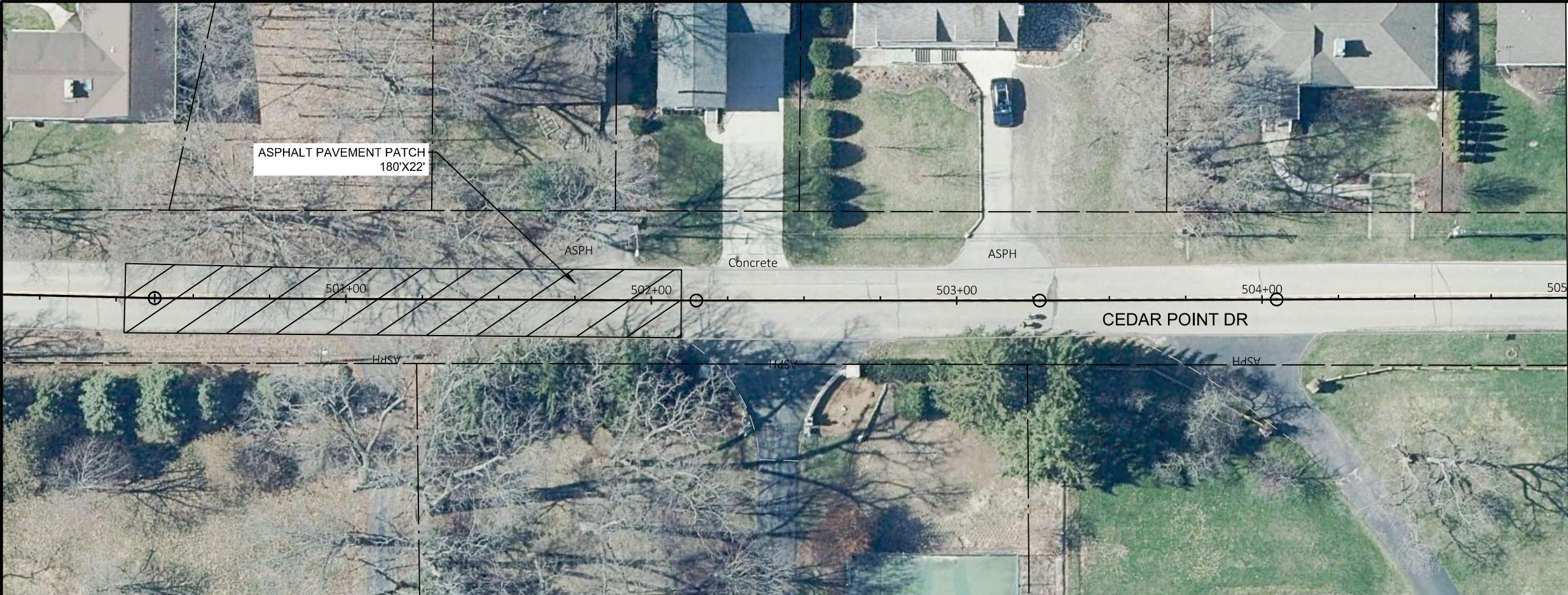
BAXTER WOODMAN **E**



ASPHALT PAVEMENT PATCHES

- SAWCUT EDGES
- REMOVE ASPHALT TO 4-INCH DEPTH
- PROOFROLL BASE AND UNDERCUT IF NECESSARY
- REPAVE WITH 4-INCH ASPHALT



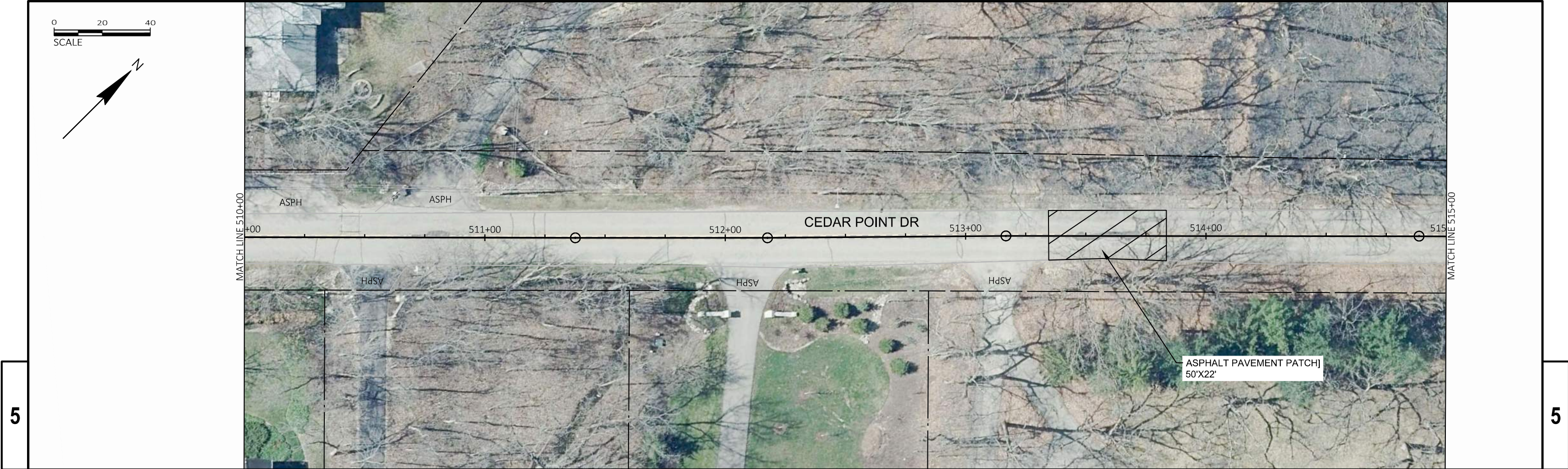


ASPHALT PAVEMENT PATCHES

- SAWCUT EDGES
- REMOVE ASPHALT TO 4-INCH DEPTH
- PROOFROLL BASE AND UNDERCUT IF NECESSARY
- REPAVE WITH 4-INCH ASPHALT

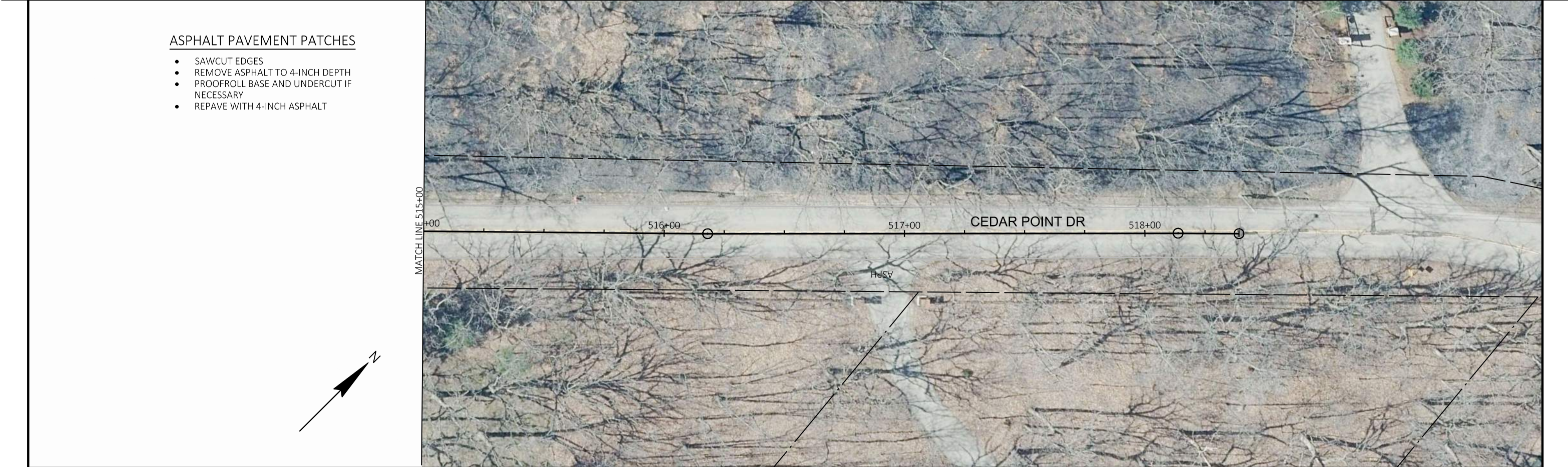


PROJECT NO: 2400607	Client PROJECT DESCRIPTION	COUNTY: WALWORTH	CEDAR POINT EAST	SHEET 20 OF 27	BAXTER WOODMAN	E
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ASPHALT PAVEMENT PATCHES

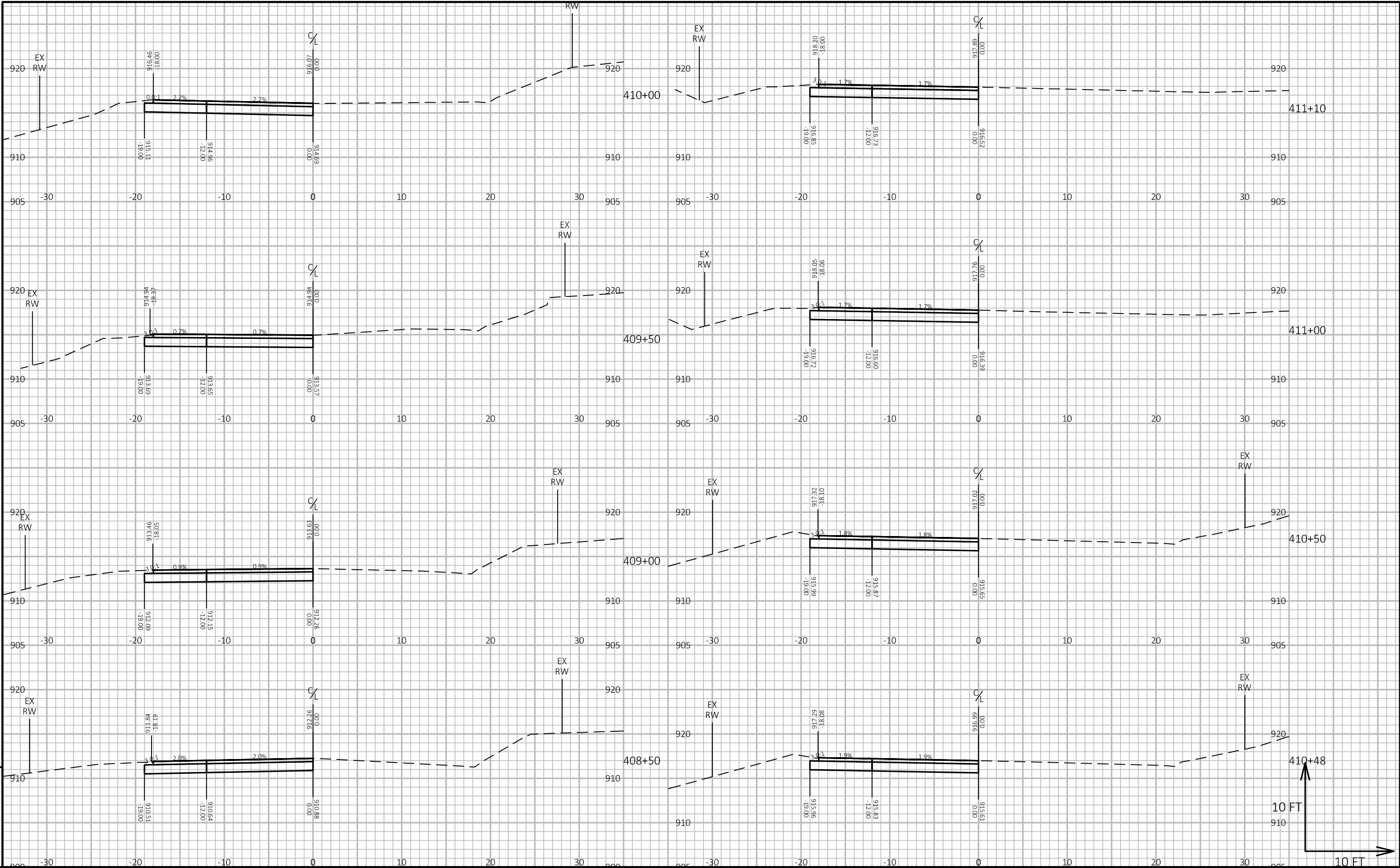
- SAWCUT EDGES
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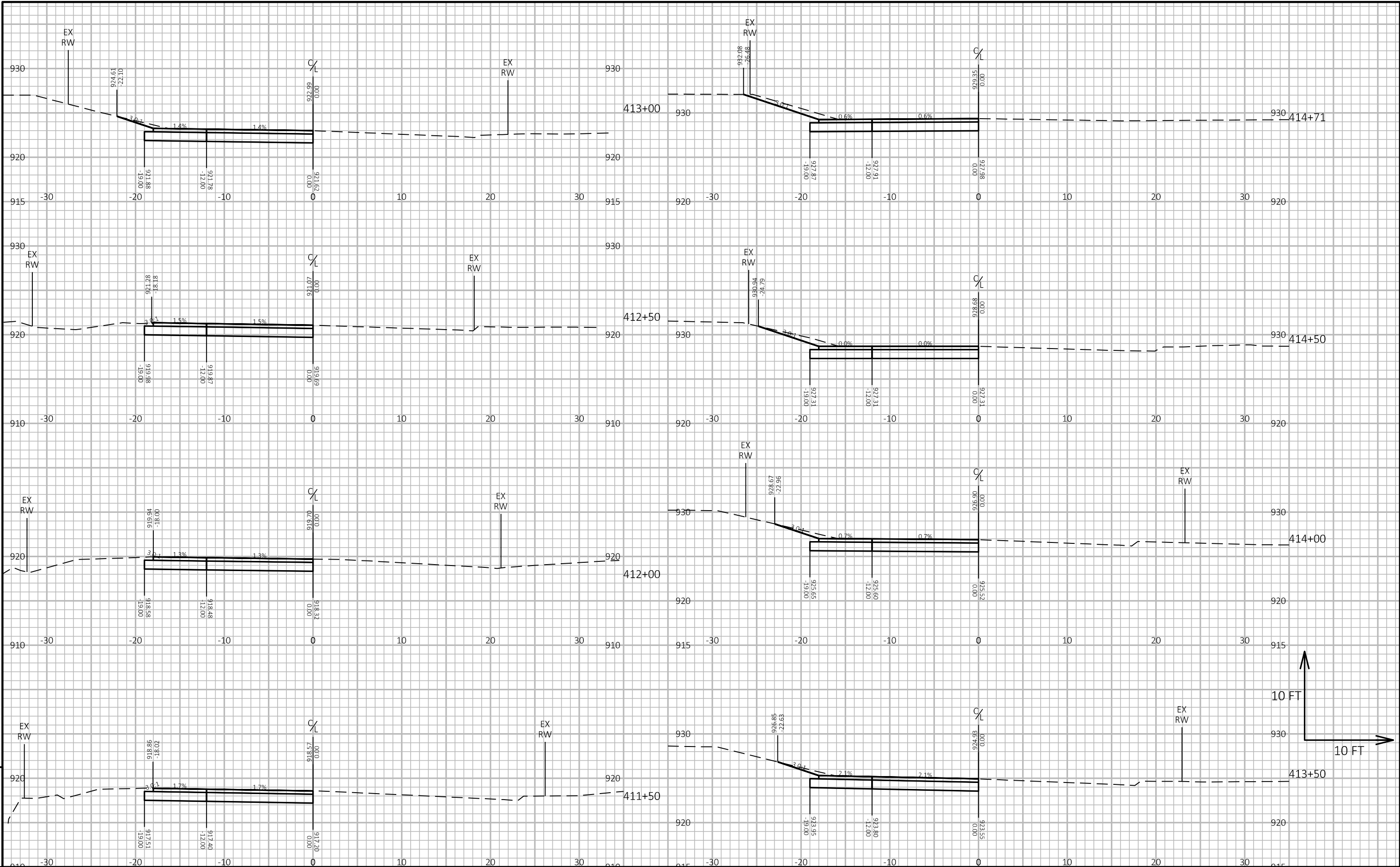


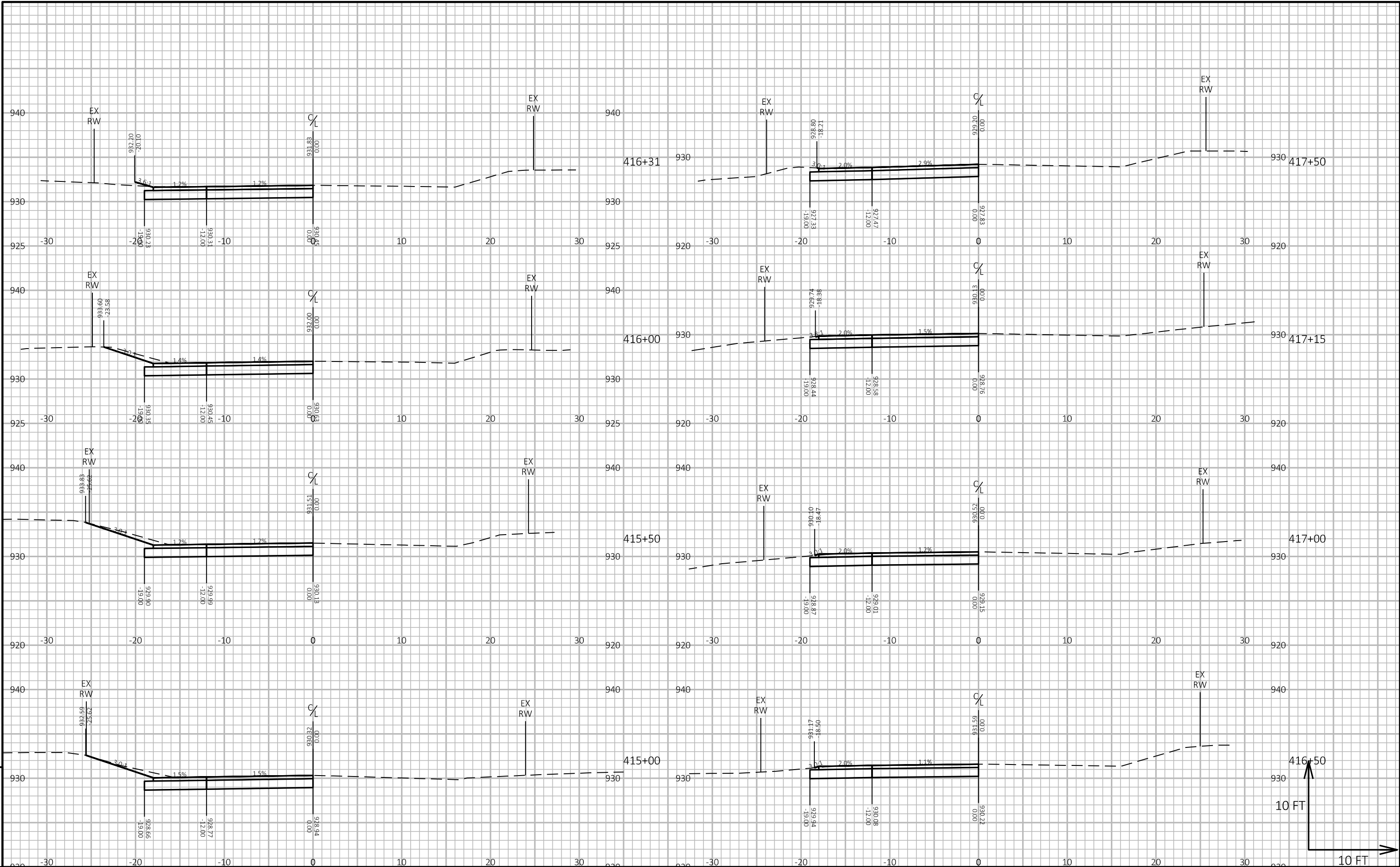


LEGEND

○ WV VALVE LOCATION

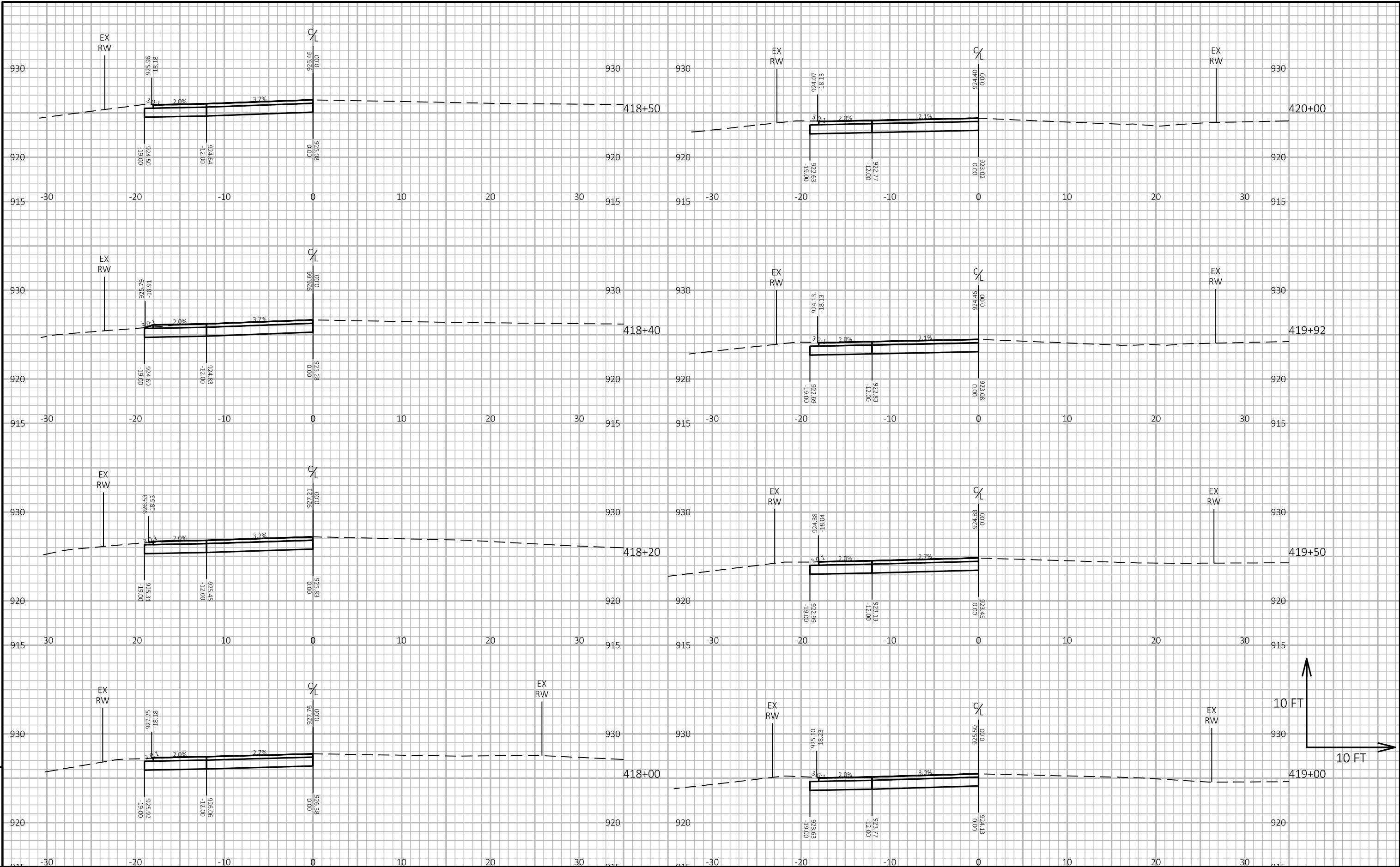


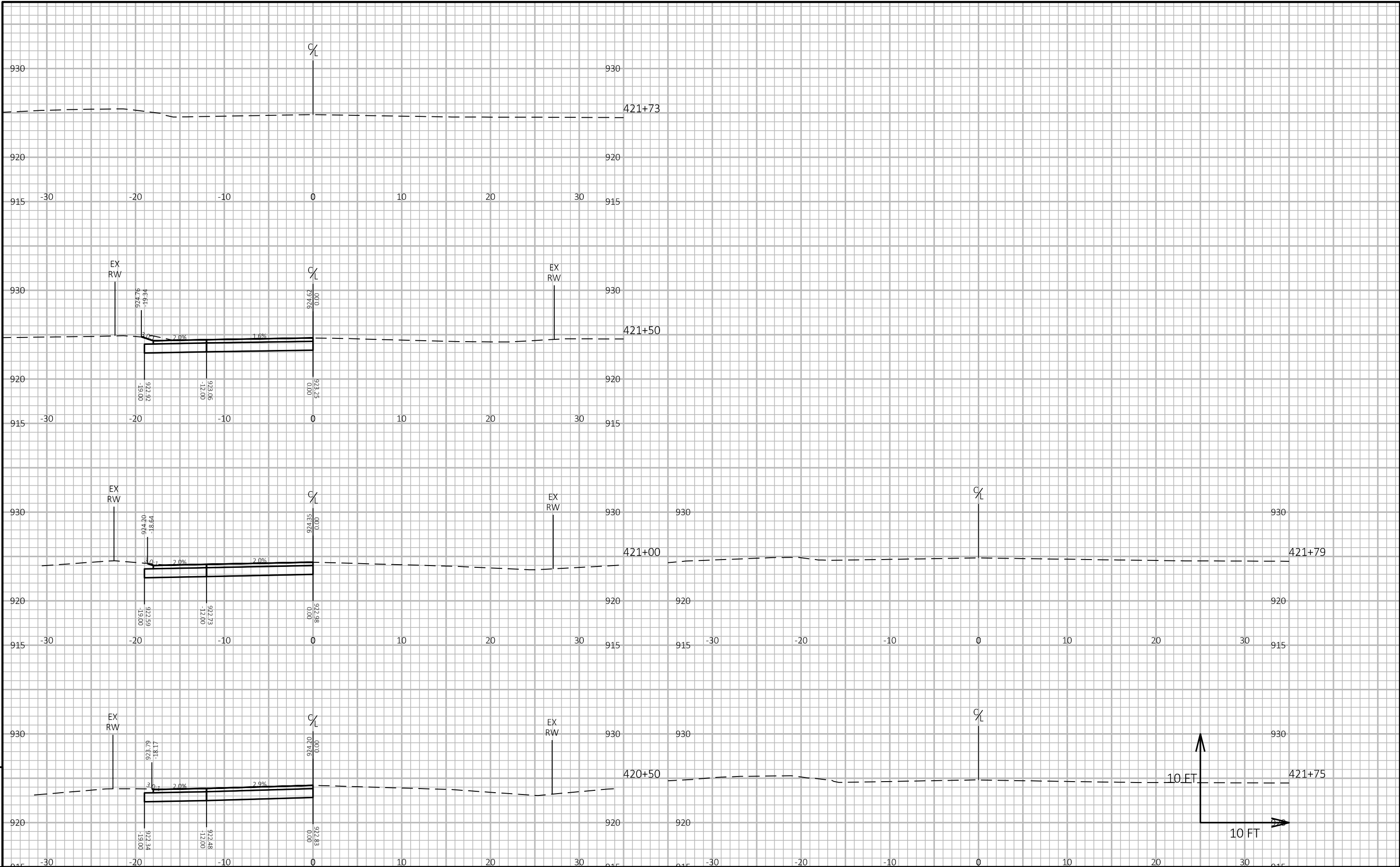




PROJECT NO: 2400607	VILLAGE OF WILLIAMS BAY, WISCONSIN 2024 ROADWAY IMPROVEMENTS	COUNTY: WALWORTH	CROSS SECTIONS: GENEVA STREET STA. 415+00 TO STA. 417+50	SHEET 25 OF 27	BAXTER WOODMAN E
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LAYOUT NAME - 03
PLOT DATE : 7/25/2024 1:25 PM
PLOT BY : URSULA K. BOTSCH
PLOT NAME :
PLOT SCALE : 1 IN:10 FT HORZ. / 1 IN:10 FT VERT.
WISDOT/CADDs SHEET 49





Williams Bay Downtown Master Plan Project Schedule

TIMING	ACTIVITY	WHO
June 17 – June 28	Review and summarize existing plans & recommendations	V&A
June 17 – June 28	Conduct existing conditions inventory & analysis	V&A
June 17 – July 19	Develop draft Opportunity Analysis Graphic with summary text (including identification of parking & circulation opportunities and redevelopment site opportunities)	V&A
July 22 – July 26	Staff Meeting 1: review existing conditions & opportunities analysis (virtual meeting)	V&A / Village Staff
July 29 – Aug 16	Develop streetscape cross section and plan view, streetscape amenities palette, and parking and circulation concept Develop draft stakeholder focus group materials	V&A
Aug 19 – Aug 23	Staff Meeting 2: review Streetscape Design Layout and prepare for Stakeholder Focus Group (virtual meeting)	V&A / Village Staff
Aug 26 – Sept 6	Prepare stakeholder focus group materials, Village Staff distribute invitations	V&A / Village Staff
Sept 9	Village Staff review of stakeholder focus group materials	Village Staff
Sept 16 – Sept 27	Stakeholder Focus Group Meeting: facilitated meeting to gather site-specific information on existing conditions and on a future vision for the planning area (in-person)	V&A / Village Staff
Sept 30 -Oct 4	Optional: attend property owner meeting with Village representative (in-person)	V&A / Village Staff
Oct 7 – Oct 11	Create Implementation Action Plan	V&A
Oct 7 – Oct 11	Staff Meeting 3: discuss public input feedback and draft implementation action plan materials, review draft plan (virtual meeting)	V&A / Village Staff
Oct 14 – Oct 25	Staff review of draft plan	Village Staff
Oct 28 – Nov 1	Complete Final Report	V&A
November	Optional: Joint Plan Commission & Village Board Draft Plan Meeting	V&A / Village Staff
Nov - Dec	Optional: Concept Redevelopment Site Plan and Visual Rendering Sketch	V&A
December	Joint Plan Commission & Village Board Adoption Plan Meeting (in-person)	V&A / Village Staff

NOTES

Village Board: First and Third Monday, 6:30pm

Plan Commission: Second Tuesday, 6:30pm

	Meeting with Village Staff
	Meeting with Village Committee/Board



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE MEETING MEETING TUESDAY, JULY 23, 2024 AT 4:15 PM VILLAGE HALL COUNCIL ROOM 250 WILLIAMS STREET WILLIAMS BAY, WI 53191

**THERE MAY BE A QUORUM OF VILLAGE TRUSTEES PRESENT, NO BOARD
BUSINESS WILL BE CONDUCTED.**

I. Call to Order

Chairman Trustee Vlach called the meeting to order at 04:15pm.

II. Roll Call

Present: Trustees Vlach and Russell

Also Present: Administrator Lothspeich, Police Chief Timm, Clerk Kolls

Excused: Trustee Jaramillo

III. Consideration and Possible action on Geneva Lake Water Safety Committee, Inc (Water Safety Patrol) Temporary Class "B"/"Class B" Retailer's License Application for the Nautical Night Benefit and Auction August 2, 2024

The motion to recommend Village Board approval of Geneva Lake Water Safety Committee, Inc (Water Safety Patrol) Temporary Class "B"/"Class B" Retailer's License Application for the Nautical Night Benefit and Auction August 2, 2024 was initiated by Trustee Russell and seconded by Trustee Vlach. Unanimously carried.

IV. Adjourn

The motion to adjourn was initiated by Trustee Vlach and seconded by Trustee Russell at 04:16pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



VILLAGE OF WILLIAMS BAY

TO: PROTECTIVE SERVICES & FINANCE COMMITTEE MEMBERS
FROM: DAVID A. LOTH SPEICH, VILLAGE ADMINISTRATOR
DATE: 26-Jul-24
RE: FIRE RESCUE BUILDING AMENITIES FOR EMS

Location: 5 East Geneva Street - Williams Bay Fire Department, Rescue Squad, Emergency Medical Services (EMS).

Items: List of items for the Bay Fire Dept for Fontana to make the duty crews stay in the station more comfortable.

	Cost
1. Three (3) recliners per the attached invoice	\$2,397
2. Water Dispenser	\$150
3. One (1) TV (for the crews to watch)	\$400
4. One (1) Smaller TV (to run the Pro Phoenix dispatch information)	\$120
5. Spectrum Cable (for the programs to watch) \$100 install (\$70 cable box or \$110/mo backbox)	\$100
6. Two (2) computers (for the crews to use while there)	\$1,776
7. One (1) Tablet or computer (to run Pro Phoenix to the smaller TV)	\$888
Total	\$5,831
One-time Requested Amount	\$6,000
On-going monthly	\$70

Funding: Not budgeted, F&P to determine funding source(s).



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-560703-45483.833NS

Issued: 07/10/2024

Quote Expiration:

Estimated Contract Start Date: 11/15/2024

Account Number: 140206

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Williams Bay Police Dept. - WI 250 Williams St Williams Bay, WI 53191-9510 USA	Williams Bay Police Dept. - WI 250 Williams St Williams Bay WI 53191-9510 USA Email: wkostock@williamsbay.org

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Spears Phone: Email: nspears@axon.com Fax:	William Kostock Phone: 262-581-7002 Email: wkostock@vi.williamsbay.wi.gov Fax:

Quote Summary

Program Length	61 Months
TOTAL COST	\$61,876.25
ESTIMATED TOTAL W/ TAX	\$61,876.25

Discount Summary

Average Savings Per Year	\$5,073.58
TOTAL SAVINGS	\$25,790.71

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	(\$1,290.13)	\$0.00	(\$1,290.13)
Jan 2025	\$12,226.38	\$0.00	\$12,226.38
Nov 2025	\$12,735.00	\$0.00	\$12,735.00
Nov 2026	\$12,735.00	\$0.00	\$12,735.00
Nov 2027	\$12,735.00	\$0.00	\$12,735.00
Nov 2028	\$12,735.00	\$0.00	\$12,735.00
Total	\$61,876.25	\$0.00	\$61,876.25

} 2 in 25?

Quote Unbundled Price:	\$87,666.96
Quote List Price:	\$79,467.36
Quote Subtotal:	\$61,876.25

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$1,798.75)	(\$1,798.75)	\$0.00	(\$1,798.75)
T00001	AB4 FLEX POV TAP BUNDLE	11	60	\$6.52	\$7.37	\$7.37	\$4,864.20	\$0.00	\$4,864.20
BWCamTAP	Body Worn Camera TAP Bundle	11	60	\$40.35	\$33.80	\$33.80	\$22,308.00	\$0.00	\$22,308.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	60	\$73.05	\$36.07	\$36.07	\$4,328.40	\$0.00	\$4,328.40
A la Carte Hardware									
H00001	AB4 Camera Bundle	11			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	11			\$249.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	60		\$0.65	\$0.65	\$15,600.00	\$0.00	\$15,600.00
ProLicense	Pro License Bundle	3	60		\$43.40	\$43.33	\$7,799.40	\$0.00	\$7,799.40
BasicLicense	Basic License Bundle	9	60		\$16.27	\$16.25	\$8,775.00	\$0.00	\$8,775.00
ProLicense	Pro License Bundle	2	1		\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
BasicLicense	Basic License Bundle	10	1		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	1		\$16.28	\$0.00	\$0.00	\$0.00	\$0.00
80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	1		\$13.60	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$61,876.25	\$0.00	\$61,876.25

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	11	1	11/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	13	1	11/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	13	1	11/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100200	AXON BODY 4 - FLEX POV MODULE	11	1	11/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100852	C-CLIP, AXON BODY 4 POV	11	1	11/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100855	AXON BODY 4 - MOUNT - POV EPAULETTE	13	1	11/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	11	1	11/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	11/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	11/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	11/15/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	05/15/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	11	1	05/15/2027
AB4 FLEX POV TAP BUNDLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	11	1	11/15/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	11/15/2029
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	11	1	11/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	10	11/15/2024	12/14/2024
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	10	11/15/2024	12/14/2024
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	11/15/2024	12/14/2024
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	11/15/2024	12/14/2024
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	9	12/15/2024	12/14/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	9	12/15/2024	12/14/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	9	12/15/2024	12/14/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	3	12/15/2024	12/14/2029
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	12/15/2024	12/14/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	11/15/2024	12/14/2024
A la Carte	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	11/15/2024	12/14/2024
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	11	11/15/2025	12/14/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	11/15/2025	12/14/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	11	11/15/2025	12/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	250 Williams St	Williams Bay	WI	53191-9510	USA

Payment Details

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1A	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$124.61	\$0.00	\$124.61
Year 1A	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 1A	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	\$0.00	\$0.00	\$0.00
Year 1A	BasicLicense	Basic License Bundle	9	\$70.09	\$0.00	\$70.09
Year 1A	BasicLicense	Basic License Bundle	10	\$0.00	\$0.00	\$0.00
Year 1A	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$34.58	\$0.00	\$34.58
Year 1A	BWCamTAP	Body Worn Camera TAP Bundle	11	\$178.19	\$0.00	\$178.19
Year 1A	H00001	AB4 Camera Bundle	11	\$0.00	\$0.00	\$0.00
Year 1A	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 1A	H00004	AB4 FLEX POV HARDWARE BUNDLE	11	\$0.00	\$0.00	\$0.00
Year 1A	ProLicense	Pro License Bundle	3	\$62.30	\$0.00	\$62.30
Year 1A	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Year 1A	T00001	AB4 FLEX POV TAP BUNDLE	11	\$38.85	\$0.00	\$38.85
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,798.75)	\$0.00	(\$1,798.75)
Total				(\$1,290.13)	\$0.00	(\$1,290.13)

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	11	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	T00001	AB4 FLEX POV TAP BUNDLE	11	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1B	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$2,995.39	\$0.00	\$2,995.39
Year 1B	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 1B	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	\$0.00	\$0.00	\$0.00
Year 1B	BasicLicense	Basic License Bundle	9	\$1,684.91	\$0.00	\$1,684.91
Year 1B	BasicLicense	Basic License Bundle	10	\$0.00	\$0.00	\$0.00
Year 1B	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.10	\$0.00	\$831.10
Year 1B	BWCamTAP	Body Worn Camera TAP Bundle	11	\$4,283.41	\$0.00	\$4,283.41
Year 1B	H00001	AB4 Camera Bundle	11	\$0.00	\$0.00	\$0.00
Year 1B	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 1B	H00004	AB4 FLEX POV HARDWARE BUNDLE	11	\$0.00	\$0.00	\$0.00
Year 1B	ProLicense	Pro License Bundle	3	\$1,497.58	\$0.00	\$1,497.58
Year 1B	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Year 1B	T00001	AB4 FLEX POV TAP BUNDLE	11	\$933.99	\$0.00	\$933.99
Total				\$12,226.38	\$0.00	\$12,226.38

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$3,119.99	\$0.00	\$3,119.99
Year 2	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 2	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	9	\$1,755.00	\$0.00	\$1,755.00
Year 2	BasicLicense	Basic License Bundle	10	\$0.00	\$0.00	\$0.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	11	\$4,461.61	\$0.00	\$4,461.61
Year 2	H00001	AB4 Camera Bundle	11	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	H00004	AB4 FLEX POV HARDWARE BUNDLE	11	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	3	\$1,559.88	\$0.00	\$1,559.88
Year 2	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	T00001	AB4 FLEX POV TAP BUNDLE	11	\$972.84	\$0.00	\$972.84
Total				\$12,735.00	\$0.00	\$12,735.00

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$3,119.99	\$0.00	\$3,119.99
Year 3	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 3	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	9	\$1,755.00	\$0.00	\$1,755.00
Year 3	BasicLicense	Basic License Bundle	10	\$0.00	\$0.00	\$0.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	11	\$4,461.61	\$0.00	\$4,461.61
Year 3	H00001	AB4 Camera Bundle	11	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	H00004	AB4 FLEX POV HARDWARE BUNDLE	11	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	3	\$1,559.88	\$0.00	\$1,559.88
Year 3	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	T00001	AB4 FLEX POV TAP BUNDLE	11	\$972.84	\$0.00	\$972.84
Total				\$12,735.00	\$0.00	\$12,735.00

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$3,119.99	\$0.00	\$3,119.99
Year 4	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 4	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	9	\$1,755.00	\$0.00	\$1,755.00
Year 4	BasicLicense	Basic License Bundle	10	\$0.00	\$0.00	\$0.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	11	\$4,461.61	\$0.00	\$4,461.61
Year 4	H00001	AB4 Camera Bundle	11	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	H00004	AB4 FLEX POV HARDWARE BUNDLE	11	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	3	\$1,559.88	\$0.00	\$1,559.88
Year 4	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	T00001	AB4 FLEX POV TAP BUNDLE	11	\$972.84	\$0.00	\$972.84
Total				\$12,735.00	\$0.00	\$12,735.00

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$3,119.99	\$0.00	\$3,119.99
Year 5	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 5	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	\$0.00	\$0.00	\$0.00
Year 5	BasicLicense	Basic License Bundle	9	\$1,755.00	\$0.00	\$1,755.00
Year 5	BasicLicense	Basic License Bundle	10	\$0.00	\$0.00	\$0.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	11	\$4,461.61	\$0.00	\$4,461.61
Year 5	H00001	AB4 Camera Bundle	11	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	H00004	AB4 FLEX POV HARDWARE BUNDLE	11	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	3	\$1,559.88	\$0.00	\$1,559.88
Year 5	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	T00001	AB4 FLEX POV TAP BUNDLE	11	\$972.84	\$0.00	\$972.84
Total				\$12,735.00	\$0.00	\$12,735.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s): Q-235523

Agency is terminating those contracts effective 11/14/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of (\$1,798.75) to the quote for paid but undelivered items.

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes Q-235523. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

7/10/2024

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: 6-30-24

☐ 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 AUG. 8TH and ending AUG. 11TH 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 Lions Club

(b) Address P.O. Box 550 Williams Bay
(Street)

☐ Town ☒ Village ☐ City

(c) Date organized 1946

(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 MARK SCHNEIDER

Vice President DAN ANDERSON

Secretary JACK LOTHIAN

Treasurer RICK PINELL / BRUCE NELSON

(g) Name and address of manager or person in charge of affair: DOUG KNIGHT 35 JOHNSON TER. W. 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? Edgewater Park, Kitchen, Pavilion

(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 Bay Lions Club CORN & BRAT FEST

(b) Dates of event AUG. 9TH - AUG. 11TH

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

Bruce Nelson 7/22/24
(Signature / Date)

Williams Bay Lions Club
(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-54-24**

**A RESOLUTION GRANTING TEMPORARY CLASS “B” FERMENTED MALT BEVERAGE AND
“CLASS B” WINE LICENSE TO WILLIAMS BAY LIONS CLUB
FOR THE WILLIAMS BAY LIONS CLUB CORN & BRAT FEST**

WHEREAS, on August 5, 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” and “Class B” Retailers License by the Williams Bay Lions Club for the Williams Bay Lions Club Corn & Brat Fest on August 9-11, 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 5th day of August, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



FONTANA FIRE DEPARTMENT

190 FONTANA BVD / PO BOX 200

FONTANA, WISCONSIN 53125

Phone 262-275-2131 Email: Firehouse@vi.fontana.wi.gov



July 3, 2024

Village Administrator Theresa Loomer
Village of Fontana
Village Administrator David Lothspeich
Village of Williams Bay

Dear Ms. Loomer and Mr. Lothspeich

On behalf of the Officers and members of the Fontana Fire Department, I am pleased to submit the annual report for the Fire Department for 2023.

The Fontana Fire Department provides a wide range of services including emergency medical service for the Villages of Fontana and Williams Bay in addition to fire suppression, hazardous materials response, water rescue, and public education to the Village of Fontana. Through collaboration with neighboring agencies, we continue to explore new ways to improve service, educate personnel, and ensure a safe and healthy working environment.

The Fontana Fire Department was established in 1930 and transitioned to a combination career municipal fire department in June of 2022 followed by a collaborative agreement with the Village of Williams Bay to provide Emergency Medical Services. The Fire Department responded to 670 Medical Incidents and 189 fire incidents in 2023, for a total of 859 calls for service. This was an increase of 277 responses from 2022.

I have the honor of serving as Interim Fire Chief and appreciate the support provided by both the Village Williams Bay and Village of Fontana's administration and elected officials. I am proud to represent the dedicated men and women of the Fontana Fire Department who carry on a long tradition of providing exceptional fire and emergency medical service to the community.

Sincerely,

Richard Manthy
Interim Fire Chief
Fontana Fire Department



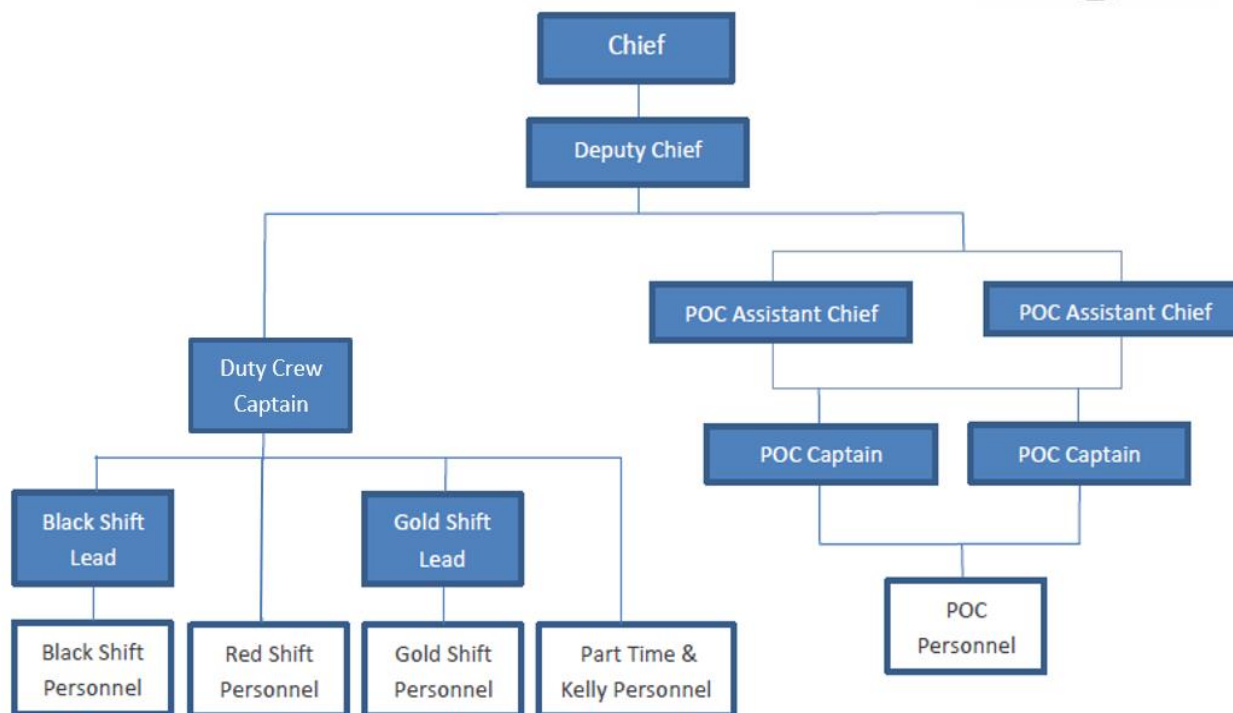
2023 Fontana Fire Department Annual Report

Fire Department Organizational Chart	3
Fire Department Staffing	3
2023 Milestones	4
2023 Response Data	5
Response Times	6
Williams Bay Report	6
Inspections	6
Training	7
Water Rescue	7
Public Education	8
Emergency Medical Service	8
Apparatus & Equipment	9



FONTANA FIRE DEPARTMENT

ORGANIZATIONAL CHART



STAFFING

Full-Time Staffing - 12

- Nine Firefighter Paramedics
- Four Firefighter EMT / A-EMTs

Part-Time Personnel - 10

- One Chief - Firefighter Paramedic
- One Deputy Chief – Firefighter A-EMT
- Three Firefighter Paramedics
- Five Firefighter EMT / A-EMTs

Paid-on-Call Personnel - 13

- One to Two Assistant Chiefs
- Two Captains
- Nine Firefighters / EMT's



2023 Fontana FD Milestones

The Fontana Fire Department had several advancements in 2023 to improve services provided to the Villages of Fontana and Williams Bay. Here are a few examples:

1. Upgraded intergovernmental agreement with Williams Bay based on 2022 EMS referendum funding.
2. Increase in staffing to provide four personnel 24 hours a day and hiring two additional full-time Firefighter Paramedics and three additional Firefighter EMTs.
3. Addition of a Tahoe Paramedic Intercept vehicle funded 100% through the State's Flex Grant Program.
4. Addition of a third Paramedic Level Ambulance through a leasing agreement with the Village of Williams Bay.
5. Insurance Service Organization (ISO) rating upgraded from Class 4 to Class 3.
6. Addition of battery-operated extrication tools to front line ambulances.
7. Addition of a training room with advanced interactive technology to the Public Safety Building
8. Approved ambulance billing fee schedule to eliminate out of pocket expenses for Williams Bay and Fontana residents.
9. Implementation of shift lead positions for full-time staff.
10. Increased Chief and Deputy Chief hours to provide consistent day-time staffing.
11. Upgraded EMS service through the addition of Paramedic intercept licensure and implementation of rapid sequence airway management protocols
12. Chief Wolfgang Nitsch retired as Chief after serving 15 years in the position

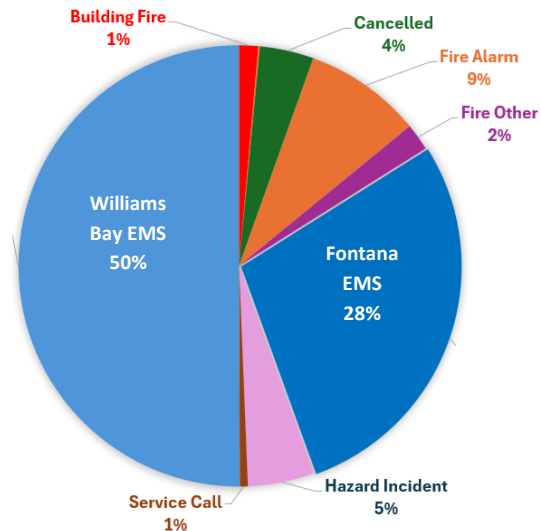


2023 Fontana FD Response Data

Response by Incident Type

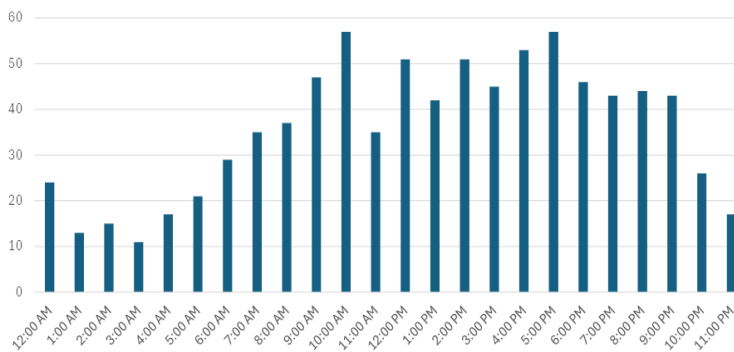
Incident Type	Incident Count
Building Fire	12
Cancelled	35
Fire Alarm	74
Fire Other	17
Fontana EMS	244
Hazard Incident	42
Service Call	5
Williams Bay EMS	430
TOTAL INCIDENTS	859

2023 RESPONSE BY INCIDENT TYPE

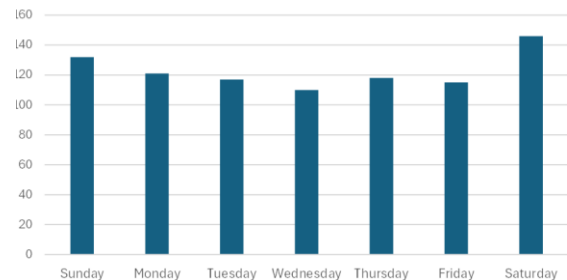


Response by Hour of Day and Day of the Week

Incidents by Hour of Day



Incidents by Day of the Week



Mutual Aid Given & Received

Type of Aid	Responses
Automatic aid given	11
Automatic aid received	1
Mutual aid given	43
Mutual aid received	10
Other aid given	2

Aid Given by City

Harvard, IL	1
City of Burlington	2
City of Delavan	3
City of Hartford	1
City of Lake Geneva	10
Elkhorn	1
Pell Lake	1
Town of Whitewater	1
Village of East Troy	1
Village of Hebron	1
Village of Palmyra	1
Walworth	19
Village of Waterford	1
Williams Bay (Fire Incidents)	6
Zenda	2

Response Times

Fontana – Average Resopnse Times

Fontana Fire Department provided an average response in 2023 of 4.70 minutes for EMS Incidents and 4.76 minutes for Fire Responses in Fontana.

Williams Bay - Average Response Times

Fontana Fire Department provided an average response time in 2023 of 6.01 Minutes from Dispatched to first unit arriving on scene for EMS Incidents in Williams Bay

Williams Bay Report

Fontana and Williams Bay Fire Departments responded to **one hundred percent** of the Emergency Medical Service calls for Williams Bay in 2023 without the need of mutual aid transporting agencies.

Fontana and Williams Bay entered into a lease agreement for a newly acquired ambulance resulting in an additional Advanced Life Support vehicle available to serve both communities while allowing Williams Bay personnel to staff the Ambulance for secondary calls and standby events. Fontana crews staff the Williams Bay station during daytime hours when feasible and respond from the Fontana fire station overnight.



Williams Bay EMS staff have been dual credentialled through the Mercy EMS system allowing Fontana and Williams Bay personnel to work seamlessly as one team. Williams Bay Fire Department also responded to a number of incidents when Fontana was unavailable or to assist when additional resources or personnel were needed.

Inspections

The Fontana Fire Department has three Wisconsin State certified Fire Inspectors. In 2023, the Department performed 116 Bi-annual fire inspections of businesses, 94 fire inspections of short-term rental properties, and all required liquor license inspections. The village has 58 inspectable addresses for business and all short-term rental properties receive an annual inspection at the renewal of the permit through the village. Fire inspections of both types are performed by duty crew members while on shift and during normal Monday through Friday working hours.

Training

Fontana Fire Department and its members (Full-time, Part-time and POC) participated in nearly 9,000 hours of training in 2023. Training included numerous different job-related skills and topics. Some of main topics that were trained on were Emergency Medical Skills, General fire training topics, SCBA (self-contained breathing apparatus)/ RIT (rapid intervention team), Apparatus operation/ familiarization and Water Rescue/ Dive related topics. The training hours have been broken into 9 categories Fire training, EMS training, Water rescue/ Dive, Driver training, Apparatus checks, Meetings, Public Education/ Fire Prevention, Hazmat and miscellaneous. Some members also completed Fire and EMS courses at area technical colleges.

All Department training are designed to improve the knowledge and proficiencies of Fontana Fire Department personnel allowing them to provide the best services possible. We continue to build and improve on our trainings to expand the Department's knowledge and capabilities.

Category	Total Hours
Fire training	2500
EMS training	700
Driver training	1800
Apparatus checks	1300
Water rescue/ Dive	550
Meetings	12.5
Public Education	46
Hazmat	33
Misc	2000
TOTAL TRAINING HOURS	8941.5



Water Rescue

The Fontana Fire Department hosted extensive training in all aspects of dive and water rescue. Over one hundred hours of training recorded. This included but was not limited to open-water rescue, fireboat operations, Airboat training, and ice rescue. Land-based rescue operations as well as airboat and fire boat-operations were practiced. The Department also participated in several training sessions with the MABA 103 dive team.

Two members of the Fontana Fire Department received certifications for emergency service diving operations. This has grown our team to 4 certified divers. Kikkoman Foods provided a generous donation in 2023 for a towable sonar device that was delivered in the spring of 2024.

Public Education

As we reflect on 2023, Fontana Fire Department worked tirelessly to educate the community on fire prevention strategies, emergency preparedness, CPR, and first aid. Through a variety of outreach programs and events the Department engaged individuals of all ages from schoolchildren to senior citizens, fostering a culture of safety.

Highlighted 2023 events include the following

- Fontana School fire prevention week presentations
- CPR and First Aid classes
- Numerous Fire Station tours and visits
- Collaborating with community partners such as Abbey Resort, Abbey Springs, Fontana Recreation Department, Schools.
- Easter Egg Hunt at Duck Pond Recreation Area

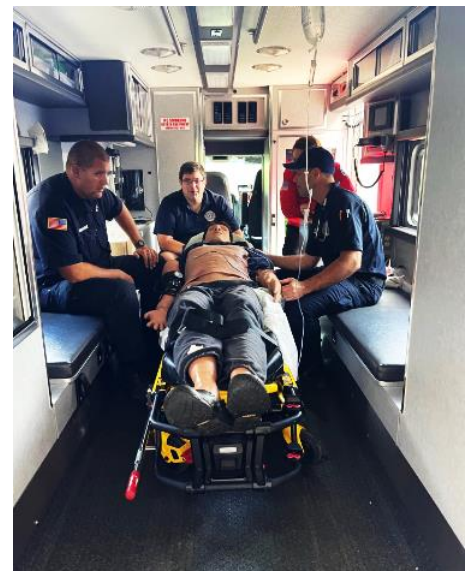


Emergency Medical Services

Fontana Fire Department takes great pride in the quality of Emergency Medical Service to the residents of Fontana and Williams Bay.

In 2022, the residents of Fontana and Williams Bay provided overwhelming support of joint referendums to fund two 24-hour paramedic ambulances. This includes delivering timely and compassionate care to those in need while constantly looking to improve services and ensure the wellbeing of our residents.

Advancements in 2023 include the addition of a third Advance Level Service (ALS) ambulance, an ALS intercept vehicle and adding rapid sequence airway capabilities to place advanced airways.



Apparatus & Equipment

 FONTANA FIRE DEPARTMENT	
RESOURCE LIST	
FIRE APPARATUS	
QUINT	2014 Pierce Quint 75' 2000GPM 500gal with Class B Foam & Extrication
BRUSH TRUCK	2016 Ford 350 Brush Rig 125gal 2800 PSI Skid with Wildland Foam
SQUAD	2007 Rosenbauer Engine 2000 GPM 500gal with Class B Foam Rear Mount & Extrication
ENGINE	2000 Pierce Lance Engine 2000 GPM 1000gal with Class B Foam
EMS	
ALS AMBULANCE	2018 Horton Dodge Ambulance
ALS AMBULANCE	2008 Chevrolet Lifeline Ambulance
ALS AMBULANCE	2023 Chevrolet Demers Ambulance
ALS INTERCEPT / COMMAND	2023 Chevrolet Tahoe
WATER RESCUE / RECOVERY	
BOAT	2005 Lake Assault 28 FT Boat 1500 GPM -FLIR, & Side Scan Sonar
AIR BOAT	2018 MRA Air Boat 22', Enclosed Cabin, FLIR, Side Scan Sonar, JIB Crane
ROV	2020 Remotely Operated Vehicle SRV8 Video & Sonar Equipped with Grabber Arm.
TOW FISH SONAR	2023 Marine Sonic 1800 khz Tow Fish Sonar
SPECIAL EQUIPMENT	
TRAILER	12' Atlantic Special Ops Trailer with soft shell boat, dive gear and assorted rescue equipment.
GATOR	Gator Six Wheel 125 gals water accompanies Brush Rig.





VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES FINANCE & PERSONNEL COMMITTEE MEETING MEETING TUESDAY, JULY 23, 2024 AT 11:00 AM VILLAGE HALL COUNCIL ROOM 250 WILLIAMS STREET WILLIAMS BAY, WI 53191

THERE MAY BE A QUORUM OF VILLAGE TRUSTEES PRESENT, NO BOARD BUSINESS WILL BE CONDUCTED.

I. Call to Order

Chairman Trustee Wright called the meeting to order at 11:00am

II. Roll Call

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

Also Present: Trustee Russell, Administrator Lothspeich, Treasurer Wiese

III. Considering Re-allocations on the Borrowed Funds Reports for Recommendations to the Village Board, Deficits and Surpluses

The motion to recommend Village Board approval of the re-allocation of \$9,950 Borrowed Funds from the Beach Cleaner to the Theater Road Tennis Courts was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

The motion to recommend Village Board approval of the re-allocation of \$8,023 Borrowed Funds from the Three Playgrounds to the Southwick Creek Dredging was initiated by Trustee Wright and seconded by Trustee D'Alessandro. Unanimously carried.

The motion to recommend Village Board approval of the re-allocation of \$27,932 Borrowed Funds from the Southwick Creek Realignment to the Reactor Cleaning was initiated by Trustee D'Alessandro and seconded by Trustee Wright. Unanimously carried.

The motion to recommend Village Board approval of the re-allocation of \$47,790 Borrowed Funds from the Southwick Creek Realignment to Clover Street was initiated by Trustee D'Alessandro and seconded by Trustee Wright. Unanimously carried.

The motion to recommend Village Board approval of the re-allocation of \$2,000 Borrowed Funds from the Southwick Creek Realignment to the Water Plant Floodplain was initiated by Trustee D'Alessandro and seconded by Trustee Wright. Unanimously carried.

IV. YTD 2024 Village Budget Status: Actual vs Budget

The Committee reviewed and discussed the draft June 2024 Financial Statements. No action was taken.

V. 2025 Village Budget Process and Schedule

The Committee reviewed the draft 2025 Budget Process and Schedule making some adjustments to dates and times to

avoid conflicts in their schedules. The draft 2025 Budget Process and Schedule will be circulated to the Village Board and Committees for their review to set the meeting dates and times.

VI. Adjourn

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Umans at 12:21pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-52-2024**

**A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR
WISCONSIN URBAN FORESTRY CATASTROPHIC STORM GRANT**

WHEREAS, State Grant monies are available under the Wisconsin Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant programs; and

WHEREAS, the President and Village Board have determined that it is in the best interests of the Village and its residents for the Village to file this grant application; and

WHEREAS, the applicant, the Village of Williams Bay ("Village"), is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the Village attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the Village will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

WHEREAS, the Village will budget a sum sufficient to fully and satisfactorily complete the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, as follows:

SECTION ONE: **Recitals.** The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: **Approval; Authorization.** The Village Board of the Village of Williams Bay hereby authorizes and empowers the Village President and Village Administrator to act on its behalf to: (1.) sign and submit the grant application; (2.) sign a grant agreement between applicant and the DNR; (3) submit interim and/or final reports to the DNR to satisfy the grant agreement; and (4) submit grant reimbursement request to the DNR, and (5) Sign and submit other required documentation.

SECTION THREE: **Effective Date.** This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

Approved by the Village Board of the Village of Williams Bay this 5th day of August 2024.

VILLAGE OF WILLIAMS BAY

By:

William Duncan, President

Attest:

Tina Kolls, Clerk

I hereby certify that the foregoing resolution was duly adopted by the Village Board of the Village of Williams Bay at a legal meeting on the ____ day of _____, 20____

Authorized Signature

Title

Date Certified



Contact: Nicolle R. Spafford, DNR Urban Forestry Grants Manager
Nicolle.Spafford@wi.gov or 715-896-7099

DNR NOW ACCEPTING APPLICATIONS FOR WISCONSIN URBAN FORESTRY CATASTROPHIC STORM GRANTS

MADISON, Wis. – The Wisconsin Department of Natural Resources (DNR) today announced it is now accepting applications for Wisconsin Urban Forestry Catastrophic Storm Grants.

This round of grant funding became available through [Executive Order #232](#), signed by Gov. Tony Evers on June 28, declaring a state of emergency due to recent severe weather events across Wisconsin.

Following the governor's declaration, the DNR's Urban Forestry Grant program will make 20% of its unallocated annual funds available to aid eligible applicants, including Wisconsin municipalities, counties, tribal governments and 501(c)(3) organizations. Grants range from \$4,000 to \$50,000 and do not require a dollar-for-dollar match.

Applications are due by 11:59 p.m. on Tuesday, Aug. 27, 2024.

The DNR's Urban Forestry Catastrophic Storm Grant program funds tree repair, removal or replacement within urban areas following a catastrophic storm event for which the governor has declared a state of emergency under s. 323.10, Wis. Stats.

A catastrophic storm is defined as damage to urban forests caused by snow, ice, hail, wind or tornado. Catastrophic storms do not include insect infestation or disease, forest fire, drought or water saturation due to flooding.

For more information and to apply, please visit [the DNR's Urban Forestry Catastrophic Grants webpage](#).

For additional storm-damaged tree care resources, visit [the DNR's Tree Learning Center webpage](#).

URBAN FORESTRY CATASTROPHIC STORM GRANTS

Applications are **currently being accepted**. The **deadline is August 27** for projects related to the State of Emergency declared June 28 ([Executive Order #232 \[PDF\]](#)).

This grant is for tree repair, removal or replacement within urban areas following a catastrophic storm event for which the governor has declared a state of emergency under s. 323.10, Wis. Stats. A catastrophic storm means damage to urban forests caused by snow, ice, hail, wind or tornado. Catastrophic storm does not include insect infestation or disease, forest fire, drought or water saturation due to flooding.

Contact your [Wisconsin Emergency Management representative \[exit DNR\]](#) for all other disaster assistance including the [Wisconsin Disaster Fund \(WDF\) \[exit DNR\]](#). WDF applications must be submitted within 72 hours of an incident.

ABOUT

Grants range from \$4,000 to \$50,000. For this grant program, no local share (also called match) is required.

Grant recipients may request 50% advance payment of estimated project costs.

Applications must be postmarked no later than 60 days from the date of emergency declaration. Projects must be completed within 365 days after the governor's emergency declaration.

State of emergency information is available on the [Office of the Governor website \[exit DNR\]](#) or by calling the Wisconsin Emergency Management office, 608-242-3232.

Private property owners are **not** eligible for this funding.

WHO MAY APPLY

Cities, villages, towns, counties, tribes and 501(c)(3) organizations that have experienced damage to an urban forest as a direct result of a catastrophic storm event for which the governor has declared a state of emergency are eligible to apply for an urban forestry catastrophic storm grant. Private property owners are not eligible for this funding.

Urban forest damage must have occurred in an area with a minimum of 100 residents per square mile. Residential density is determined from statistics provided by the [Wisconsin Demographic Services Center](#) [exit DNR] according to U.S. Census Bureau data.

ELIGIBLE COSTS

Eligible costs are limited to damaged tree repair, removal or replacement within urban areas in the geographic area covered by the state of emergency and incurred as a direct result of the catastrophic storm event for which the governor has declared a state of emergency.

Eligible costs are those necessary for—and consistent with—damaged tree repair, removal or replacement. Costs must be documented and reasonable.

Eligible costs include regular wages and fringe benefits of people working directly on tree repair, removal or replacement (overtime costs are not eligible) and cost of services, supplies, equipment or facilities used for tree repair, removal or replacement.

Costs reimbursed by another funding source (including federal disaster assistance or insurance) are not eligible.

Urban Forestry Catastrophic Storm Grant Program Application Guidance (Form # 8700-321)

The following information is provided as a guide for completing an application for an Urban Forestry Catastrophic Storm Grant. The information is intended to:

- 1.) Determine if your organization is eligible to apply for this grant program and
- 2.) Provide guidance on how to complete the application (Form # 8700-321).

Minimum Requirements to Apply for an Urban Forest Catastrophic Storm Grant

- 1) Eligible applicants must be a: Wisconsin city, village, town, county, tribal government or non-profit 501(c)(3) organization working with an eligible organization.
- 2) Damage to an urban forest must have occurred as a direct result of a catastrophic storm event* for which the Governor has declared a state of emergency under s. 166.03, Stats. The damage must be within the geographic area of the designated state of emergency. To determine if your community falls within a declared state of emergency, contact your county's Emergency Management Director, or by calling the statewide Wisconsin Emergency Management office at (608) 242-3232. State of emergency declarations are also posted on the [Office of the Governor](#) web site, see "[Executive Orders](#)." **
- 3) Damage to an urban area must have occurred in an area with a minimum of 100 residents/square mile. The Department determines residential density by using annual population density statistics provided by the [DOA Demographic Services Center \(wi.gov\)](#). This data is based on US Census Bureau data available on their website, see "[DOA Wisconsin Geography and Maps](#)." **
- 4) Eligible applicants meeting the criteria above must submit an application either postmarked or electronically (received by midnight) no later than 60 days after the date of the Governor's declaration of emergency.

**Catastrophic storm event means snow, ice, hail, wind or tornado of sufficient ferocity to cause damage to urban forests. Catastrophic storm event does not include forest fires, drought, insect infestations or disease, or water saturation due to flooding.*

*** External links subject to change.*

Application Form (Form # [8700-321](#))

Section 1 – Applicant Information

Provide the **Applicant** and **Authorized Representative** information. The authorized representative must be an official or employee of the municipality, tribal government, or non-profit 501(c)(3) organization. The Authorized Representative is the person specifically authorized by resolution of the applicant's governing body to file the urban forestry catastrophic storm grant application on behalf of the Applicant. An authorizing resolution designating a representative to file an application is required. A sample authorizing resolution and instructions are available at:

<http://dnr.wi.gov/topic/urbanforests/documents/UFGrantsCombinedResolution.pdf>

If the applicant has a contact person who is different from the Authorized Representative, also complete the second box of information and provide the contact person's name and address.

Section 2 – Estimate of Urban Forest Storm Damage

Provide an estimate of the extent, magnitude and severity of urban forest damage.

Question 1

Provide the totals for the following within your community boundary: total square miles, estimated total square miles of the damaged area, total street miles and estimated total damaged street miles. Please indicate the method used to obtain these totals. Submit a map of the community showing the roads and damaged areas. GIS aerial photo maps are preferred and may be obtained from your

County or downloaded off the Internet. Highlight on the map those portions of the community where damage has occurred. Be as accurate as possible when identifying the damaged areas.

Question 2

Provide the number and sizes of trees per class that require removal within the damaged area(s). Measure at 4½ feet above ground. If using a standard tape measure, measure the circumference or perimeter of the tree at this height, then divide the measurement by 3.14 to determine the diameter. Trees still standing, leaning or tipped that have 50% or more of their branches removed or damaged are eligible for removal.

Section 3 – Grant Request for Urban Forestry Storm Damage and Other Financial Support

Question 1

Estimate the amount of funding you will request and how those funds will be used. Cost estimates should only include work to be performed within 12 months of the date the Governor declared a state of emergency.

For this grant program, no local share – also called match – is required; however, funding requests for tree removal, restoration and/or replacement will not be considered if less than \$4,000 in total. Cost estimates may exceed \$50,000; however, the maximum grant award is \$50,000. A 50% advanced payment is available.

Question 2

List other funding sources requested or received. Provide the names of other funding providers and what funds have been requested.

Section 4 – Certification

The authorized representative must sign and date the application and submit with a map, resolution, and other relevant attachments.

Eligible applicants are encouraged to submit applications as quickly as possible as grant awards are issued for a maximum period of one year from the date of the Governor's declaration of emergency.

Electronic format preferred:

Email signed application and associated attachments to:
DNRUrbanForestryGrants@wisconsin.gov.

Or mail hard copies to:

Wisconsin Department of Natural Resources
Urban Forestry Grant Manager
518 West Somo Avenue
Tomahawk, WI 54487

Applications must be postmarked (or received electronically by midnight) **no later than 60 days from the date of emergency declaration.**

Further information about this and other Urban Forestry grants is available at:
<http://dnr.wi.gov/topic/UrbanForests/grants/index.html>

For more information or assistance, contact your Urban Forestry Coordinator or the [Urban Forestry Financing Specialist](#).



West Abby Krause Regional Urban Forestry Coord. 1300 W Clairemont Ave. Eau Claire, WI 54701 (608)556-5690 abigail.krause@wisconsin.gov	North Central Patricia Lindquist Regional Urban Forestry Coord. 225051 Rib Mountain Dr. Wausau, WI 54401 (715)574-1314 patricia.lindquist@wisconsin.gov	East Central Olivia Witthun Regional Urban Forestry Coord. 625 E County Road Y, Ste 700 Oshkosh, WI 54901 (414)750-8744 Olivia.Witthun@wisconsin.gov
South Central Brian Wahl Regional Urban Forestry Coord. 3911 Fish Hatchery Road Fitchburg, WI 53711 (608)225-7943 Brian.Wahl@wisconsin.gov	Northeast Patricia Lindquist Regional Urban Forestry Coord. 225051 Rib Mountain Dr. Wausau, WI 54401 (715)574-1314 patricia.lindquist@wisconsin.gov	Southeast Elton Rogers Regional Urban Forestry Coord. 1027 W Saint Paul Ave. Milwaukee, WI 53233 (414)294-8675 elton.rogers@wisconsin.gov

**AGREEMENT FOR
RESIDENTIAL MUNICIPAL SOLID WASTE & RECYCLING COLLECTION SERVICES
AND DISPOSAL**

THIS AGREEMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE & RECYCLING COLLECTION SERVICES AND DISPOSAL (this “Agreement”) made and entered into on the _____ day of _____, 2024, (the “Effective Date”) by and between the Village of Williams Bay, a municipality of the State of Wisconsin and, by and through its Village Board (“Village”) and GFL Solid Waste Midwest, LLC, a Wisconsin limited liability company (“Contractor”).

WHEREAS, the Village deems it necessary to protect the public health of its citizens by contracting with a private company for the removal of solid waste and recyclables generated by residents within the Village and that such action is a valid exercise of powers of the Village; and

WHEREAS, the Contractor submitted a proposal to Village (the “Proposal”) and such Proposal has been accepted by the Village; and

WHEREAS, Village and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the provision of the services contemplated by this Agreement; and

WHEREAS, the Village has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste collection, transportation and disposal services to Village residents, all of which should greatly benefit Village; and

WHEREAS, Village and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste, recyclables, yard waste and bulky waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the Village has deemed it to be in the best interest of the Village and the residents of the Village to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the Village ; and

WHEREAS, Village agrees to pay for the Services to be provided by Contractor as set forth herein.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows.

1.1 “Agreement” has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 “Biomedical Waste” means any solid or liquid waste which may present a threat of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. This definition also includes used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; absorbent materials saturated with blood or blood products that have dried; and non-absorbent, disposable devices that have been contaminated with blood, body fluids or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

1.3 “Bulky Waste” means discarded items that are larger than three (3) feet in any dimension, and/or otherwise will not fit within an empty Cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement. Bulky Waste Collection is available at Residential Premises at a charge directly to the Occupant of the Residential Premises from the Contractor.

1.4 “C&D Materials” means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in by applicable laws, unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. This material is not included as part of Bulky Waste collection.

1.5 “Cart” means a rollout receptacle for Residential Solid Waste or Recyclables with a capacity of 95 gallons, constructed of plastic and metal, having handles of adequate strength for lifting, and having a tight-fitting lid that is provided by Contractor to a Residential Premises and is owned by Contractor.

1.6 “Village” means the Village of Williams Bay which shall include, for purposes of this Agreement, the incorporated area of the Village and the areas outside the corporate bounds of the Village and receiving Village service(s).

1.7 “Contractor” has the meaning set forth in the first paragraph above.

1.8 “Curbside” means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the

Contractor that will provide a safe and efficient accessibility to the Contractor's personnel and vehicles for the placement of Carts, Bulky Waste and White Goods for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the Village or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor's vehicles.

1.9 "Customer" means the owner and/or occupant of a Residential Premises.

1.10 "Disabled Person" means the owner of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall include an owner of a Residential Premises with a temporary disability not to exceed 90 days.

1.11 "Force Majeure" means any act, event, or condition having a direct material adverse effect on Contractor's ability to perform any obligation, agreement, or covenant under this Agreement, including without limitation, Contractor's ability to collect, transport or dispose of Residential Solid Waste, Recyclables, or Bulky Waste if such act, event, or condition is beyond Contractor's reasonable control. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.12 "Garbage" means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

1.13 "Hazardous Waste" means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site

utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.14 “Non-Curbside Services” has the meaning set forth in Section 3.3.

1.15 “Recyclables” shall mean the following materials: aluminum containers; bi-metal containers (i.e., containers made from a combination of steel and aluminum); corrugated cardboard or other containerboard; glass containers; magazines and other materials printed on similar paper; newspaper and other materials printed on newsprint; office paper; plastic containers #1-#5 (e.g., milk jugs, laundry detergent bottles, soda, and water bottles); and steel containers (tin cans). Recyclables specifically does not include, and Customers shall not dispose of any of the following: electronics; lead acid batteries; major appliances; used oil filters; waste oil and waste tires.

1.16 “Residential Premises” means a dwelling within the Village occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.17 “Residential Solid Waste” means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Recyclables, Yard Trash, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor.

1.18 “Rubbish” means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.19 “Services” has the meaning set forth below in Section 2.2.

1.20 “Solid Waste” has the meaning set forth previously in Section 1.12.

1.21 “Special Waste” means solid wastes that can require special handling and management, including but not limited to, bulky waste, white goods, waste tires, used oil, lead-acid batteries, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps, or any other material banned from Wisconsin landfills.

1.22 “Term” has the meaning set forth below in Section 2.4.

1.23 “Unacceptable Waste” means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, fluorescent lights, automotive batteries, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs., and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present

a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.23 "White Goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

1.24 "Yard Trash" means vegetative matter resulting from landscaping maintenance or land clearing operations at Residential Premises and includes materials such as tree and shrub trimmings, grass clippings, trees, and tree stumps.

1.25 "Manual Collection Area" means the area determined by Contractor where Collection of Solid Waste and Recyclables must be completed utilizing a vehicle that can be driven on roadways in areas where larger automated collection have limited access. Contractor shall be the sole party to determine Residential Premises serviced via Manual Collection.

1.26 "Manual Collection Area-Approved Containers" shall mean a container not to exceed thirty-two (32) gallons in capacity for the deposit of either Solid Waste or Recyclables subject to collection by Contractor pursuant to this Agreement.

Section 2.0 – Scope of Agreement

2.1 Recitals; Conflict. The parties hereto acknowledge and agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated herein by this reference. The parties further acknowledge and agree that in the event of any conflict between this Agreement and the RFP, the Proposal, or any other documents submitted by or to the Village and Contractor, this Agreement shall prevail and control.

2.2 Scope. The work under this Agreement shall consist of the collection of Residential Solid Waste and, Recyclables by Contractor from the Residential Premises, located in the Village (collectively, the "Services"). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Collection of Residential Solid Waste and Recyclables by Contractor shall be mandatory for all Residential Premises in the Village, and all such Residential Premises shall be required by the Village to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 Exclusivity. During the term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement and shall have the sole and exclusive right to provide the Services throughout the Village. The Village hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license, and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The Village further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or

understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term. The term of this Agreement shall be for the period beginning on _____, 2024, and expiring on December 31, 2027 (the “Initial Term”). By mutual agreement of both parties, this Agreement may be extended yearly. In the event the Village or Contractor elects to extend the Agreement beyond its termination, the Village or Contractor shall, on or before October 31st of the preceding year, submit a written proposal of terms and conditions for the continuation of the Agreement (“Continuation Proposal”). This Continuation Proposal may set forth different alternatives but shall specify the nature of the service required and the term of the proposed service. Upon receipt of the Continuation Proposal, the Village shall have sixty (60) days in which to make its determination as to whether to accept or reject the Continuation Proposal. During this period, the Contractor and Village agree to negotiate in good faith for the purpose of continuing this Agreement.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided.

3.1.1 Residential Solid Waste Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only Residential Solid Waste in the Cart designated for Residential Solid Waste and shall place the Cart at Curbside by 6:00 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collection of any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated day and has the right to refuse to collect all Unacceptable Waste.

3.1.1.a. The Collections provided in the Manual Collection Area shall be on a weekly basis. Customer shall place Solid Waste in Manual Collection Approved Containers. Customer shall be limited to three (3) Manual Collection Approved Containers per week.

3.1.2 Recyclables. Contractor shall collect Recyclables that are timely placed in a Cart from each Residential Premises on a bi-weekly basis, the same days as Residential Solid Waste Collection at Curbside. The Customer located at the Residential Premises shall place Recyclables in the Cart designated for Recyclables and shall place the Cart at Curbside by 6:00 a.m. on the designated collection day. Contractor shall not be responsible for collection of Recyclables and shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect Recyclables from any Residential Premises because the Recyclables were not timely or properly placed in a Cart in the proper location at Curbside in accordance with this Agreement or if the Recyclables contain Unacceptable Waste.

3.1.2.a. The Collections provided in the Manual Collection Area shall be on a weekly basis. Customer shall place Recyclables in Manual Collection Approved Containers. Customer shall be limited to three (3) Manual Collection Approved Containers per week.

3.1.2 Bulky Waste Bulky Waste placed outside of the Cart and placed roadside shall not be collected by Contractor from the Residential Premises that generated such Bulky Waste. - Contractor shall collect Bulky Waste with pre-payment from occupant of Residential Premises.

3.1.3 Disposal of Waste. Contractor may deliver all Residential Solid Waste and Recyclables collected by Contractor to a disposal or other processing facility as determined by the Contractor in its sole discretion.

3.1.4. Village Facilities at No-Charge. Contractor shall provide Solid Waste and Recyclables collection services at the following locations at no additional cost to the Village:

- One (1) cart for Solid Waste and one (1) cart for Recyclables at East Park
- One (1) cart for Solid Waste and one (1) cart for Recyclables at the Beach House
- One (1) cart for Solid Waste and one (1) cart for Recyclables at the Public Launch
- Two (2) carts for Solid Waste and two (2) carts for Recyclables at Edgewater Park
- One (1) cart for Solid Waste and one (1) cart for Recyclables at the Fieldhouse
- One (1) cart for Solid Waste and one (1) cart for Recyclables by the Tennis Court/Basketball area in the Fieldhouse Park
- One (1) cart for Solid Waste and one (1) cart for Recyclables at the West Municipal Pier
- One (1) 1.5yd container for Solid Waste serviced bi-weekly at the Water Department
- Two (2) 8yd containers for Solid Waste service weekly at 230 Williams Street

3.2 Carts

Contractor shall supply the Village with Carts for every Residential Premises receiving the Services as contemplated by this Agreement. It shall be the responsibility of the Village and Residential Premises to properly use and safeguard the Carts. The Village and each Customer shall maintain the Carts in reasonably good condition, normal wear and tear excepted. The Village and each Customer has the care, custody, and control of any Cart, and each shall have the responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Contractor shall have the right to charge Customer for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is required because of abuse, misuse or damage, fire, or theft. The cost for replacement of any cart, including delivery, is \$65. Customers may request one or more additional Carts from Contractor for an additional volume of collection Services. Contractor shall receive payment from the Residential Unit for the additional Service to be provided to such Customer, as if such additional Service constituted an additional Residential Premises, at the then applicable rate of compensation payable to Contractor as contemplated by this Agreement. This charge shall be directly to the Residential Unit at an annual rate. Carts shall remain the property of the Contractor during the term of this agreement.

3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide back/side-door Residential Solid Waste collection services (“Non-Curbside Service”) to Disabled Persons as identified by the Village who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the Village. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemption will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician’s certificate certifying such disability and provide the physician’s certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. Non-Curbside Services are not available for the collection of Bulky Waste or White Goods and shall only be provided to Disabled Persons at Residential Premises.

3.4 Location of Carts for Collection

Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the Contractor’s collection vehicle that permits access by Contractor’s collection vehicle to the Carts without endangering Contractor’s employees or equipment. Contractor shall decline to collect any Residential Solid Waste or Recyclables not placed in the Cart in accordance with this Agreement.

3.5 Hours and Days of Operation; Holidays

3.5.1. Collection Services under this Agreement shall not start before 7:00 am nor continue after 7:00 pm each day and no collection shall take place on any Sunday.

3.5.2. The following shall be holidays for the purpose of this Agreement (each a “Holiday”):

New Years’ Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

Residential Solid Waste and Recyclable collections shall be delayed until the next service day when the normally scheduled collection day falls on the holiday, or the Holiday is in the same week preceding the normally scheduled collection day. For example, if the normally scheduled collection day is on Friday, during the week of Memorial Day Monday the Friday collections will

be performed on Saturday. The Contractor will not be allowed to perform collection Services on Sunday during a Holiday Week without authorization from the Village.

3.6 Routes of Collection.

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with the days of pick-up to the Village for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to Village for approval changes in routes or days of collection, which approval shall not be unreasonably withheld.

3.7 Complaints; Missed Collections.

3.7.1. Contractor shall furnish the Village instructions for contacting the Contractor in the event of Customer complaints. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2. In the case of alleged missed scheduled collections (a "Missed Collection"), Contractor shall investigate and advise the Village how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all reports of Missed Collections from Residential Premises and rectifying the Missed Collection with the Customer located at the Residential Premises. In the event the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure or any action or inaction by the Village or the Customer, Contractor shall collect the Residential Solid Waste or Recyclables from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on a Saturday or a Sunday. In the event the Missed Collection was due to any act or failure to act by the Customer and/or the Village or its employees, agents or representatives, Contractor shall have the right to charge, and the Village agrees to pay, the Service Fees for the additional pickup by Contractor.

3.8 Collection Equipment and Personnel

3.8.1. The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste and Recyclables hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

3.8.2. The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Wisconsin driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly owned roadways accessible to standard solid waste collection vehicles. The Village shall maintain all publicly owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The Village shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The Village shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly owned roadway as determined by the Contractor. If the Cart, or any Bulky Waste, White Goods or Yard Trash to be collected pursuant to this Agreement, is blocked in any way to prohibit collection, Contractor shall have the right to charge, and the Village agrees to pay, for an additional pick-up as contemplated by Section 3.7.2. Contractor shall not be liable in any way and shall not be deemed to be in breach of this Agreement, for the failure to collect any materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 7:30 a.m. to 5:00 p.m. daily Monday through Friday.

3.11 Natural Disasters

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster as possible. The collection of Residential Solid Waste, Recyclable and Bulky Waste shall be the highest priority. The collection of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate agreement, the Village shall procure collection services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation, at no additional cost to the Contractor unless agreed to by the parties, with the Village and the person or entity collecting the debris in the aftermath of a natural disaster to return the Village to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

3.12 Compliance with Law; Permits.

The Contractor shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exist conflicting ordinances of the Village on the subject, and the Village agrees to waive the requirements of such ordinances in the event of such a conflict. If the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation,

such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses, and other approvals necessary to perform the Services.

3.13 Delinquent and Closed Accounts

The Contractor shall discontinue the Services at any Residential Premises if directed to do so, in writing, by the Village. Upon further written notification by the Village, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day. The Village shall indemnify and hold the Contractor harmless from any claims, suits, actions, losses, damages, liabilities, or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the Village.

Section 4.0 – Village Responsibilities

4.1 Service Referrals

The Village will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the Village becomes aware that are not reported directly to the Contractor.

4.2 Compliance With law

The Village shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

Section 5.0 – Compensation

5.1 Fees and Payment

5.1.1. Beginning on _____, for and in consideration of the Services to be performed in accordance with this Agreement, the Village will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement (the "Service Fees"). The Village shall pay the Service Fees to Contractor within thirty-one (31) days of receipt of Contractor's monthly invoice.

5.1.2. The Contractor shall be entitled to payment for Services rendered irrespective of whether or not the Village collects amounts owed from the Residential Premises. For purposes of calculating the amount of the Service Fees to be paid to the Contractor, the number of Residential Units shall be based the Village's current tax records for the applicable calendar month; provided however that if either party disputes the accuracy of the tax records as a basis for the number of Residential Units within the Village then a physical unit count conducted jointly between the Village and the Contractor shall prevail and apply prospectively after such a count has been conducted. The Residential Unit count shall be provided by the Village to Contractor monthly, based on the additions or removals of Residential Units.

5.2 Other Service Fee Adjustments

The Village agrees that Contractor may also increase or decrease rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a “Change in Law,” whether imposed retroactively or prospectively. A Change In Law means any amendment to, or promulgation of any federal, state, Village, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste, processing of Recyclables (see Exhibit 1), or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor. Contractor shall provide written evidence of any such proposed adjustment within thirty days of effective date of such Change in Law adjustment for Village approval, of which Village shall not unreasonably deny.

Section 6.0 - Indemnity

The Contractor will indemnify, defend and hold harmless the Village, its officers, agents, and employees (the “Village Parties”) from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney’s fees (“Damages”), arising out of the negligent act or failure to act of the Contractor its officers, agents, and employees in the Contractor’s performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the Village Parties harmless from any such Damages that result from, are due to or arise in connection with the acts of, or any failure to act by, any Village Party. The Village will indemnify, defend, and hold harmless the Contractor, its parent corporation, affiliates and their respective officers, directors, agents, members, servants, representatives, and employees from and against any and all Damages, arising out of the negligent act or failure to act of the Village Parties or any breach by the Village of any covenant, agreement, obligation, representation or warranty set forth herein.

Section 7.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer’s Liability, Worker’s Compensation, Automobile Liability, and Commercial General Liability. The Contractor agrees to furnish the Village certificates of insurance or other evidence satisfactory to the Village to effect that such insurance has been procured and is in force upon request.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

- a) Commercial general liability insurance with a limit of not less than the greater of (i) \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Vehicle liability insurance, including coverage for owned, non-owned and hired vehicles, with a combined single limit of not less than the greater of (i) \$1,000,000 and containing the broad form pollution endorsement.
- c) Worker's compensation insurance in the amount of state and federal statutory requirements; and
- d) Employer's liability insurance with a limit of not less than \$1,000,000.
- e) Excess Liability coverage with a limit of not less than \$5,000,000.

Contractor shall cause the Village to be named as an additional insured on the Commercial General Liability Policy, and the Automobile Policy. All insurance contracts to be procured and maintained by Contractor pursuant to this Agreement shall be written with a carrier whose A.M. Best rating is not less than A+ X. Prior to commencement of Contractor's Services, Contractor shall provide Village with certificates of insurance evidencing the same. Coverage shall be written on a primary and non-contributory basis.

Section 8.0 – Title to Waste

Title to the Residential Solid Waste, Yard Trash, Bulky Waste and White Goods to be collected under this Agreement shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the Village and/or the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises. Title to Recyclables shall pass to the Contractor once they are placed at Curbside by the Customer.

Section 9.0 – Events of Default; Remedies

9.1. Events of Default by Contractor. The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the Village, its officers, employees, agents or representatives:

- 9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the Village specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) days after receiving notice from the Village (provided, if such failure is of a nature that it cannot be cured within such fifteen

(15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or

9.1.2. The Contractor becomes insolvent or bankrupt and cannot to pay its bills when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2. Events of Default by Village The following shall constitute events of default on the part of the Village, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

9.2.1 A failure by the Village to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) Village's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the Village shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; provided however, the Village shall immediately be in default of this Agreement in the event the Village fails to pay any amount owing to Contractor when due, and Contractor shall have no such obligation to provide any notice thereof to the Village or to provide the Village with such fifteen (15) day period to cure such default; or

9.2.2. The Village becomes insolvent or bankrupt and cannot to pay its debts when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by Village in the event of such default by Contractor, Village agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor.

9.3.3. The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the Contractor would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached by the Village. Therefore, the parties agree that the Contractor shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of this Agreement or any of its provisions by the Village and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which the Contractor may be entitled, at law or in equity.

9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the Village fails to make any payment to Contractor when due as required by the provisions of this Agreement, the Village shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The Village expressly acknowledges and agrees that in such an event of default by Village, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4. Force Majeure

Except in the case of nonpayment of the Service Fees by the Village and the agreements and obligations by the Village set forth in Section 2.2 and 2.3, in the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the Village and the agreements and obligations by the Village set forth in Section 2.2 and 2.3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

9.5 Arbitration.

9.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with applicable rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

9.5.2 A demand for arbitration shall not be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

9.5.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with additional person or entity duly consented to by the parties to this Agreement, shall be enforceable in accordance with applicable law in the Circuit Courts for Walworth County, Wisconsin.

9.5.4 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in the Circuit Court for Walworth County, Wisconsin.

Section 10.0 – Miscellaneous Provisions

10.1 Notice Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the Village:

Village of Williams Bay
Village Administrator
PO Box 580
Williams Bay, WI 53191

As to Contractor:

GFL Environmental
304 W Sunny Lane
Janesville, WI 53546
Attn: Municipal Market Manager or General Manager

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

10.2 Choice of Law; Attorney's Fees

(a) This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the non-prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of Village, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall Village have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the Village by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the Village and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

10.6 No Waiver

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

10.8 Assignment

Contractor may, during the term of this Agreement, assign the Agreement 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 Agreement 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.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.10 Representations

The Village represents and warrants to Contractor and covenants and agrees as follows:

(a) The parties signing this Agreement on behalf of the Village have been authorized to do so by specific action of the Village Council and adopted this _____ day of _____, 2024 in open meeting and of record in its official minutes.

(b) The Village validly exists as a political subdivision under the laws of the State of Wisconsin. The Village has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Village has duly authorized the execution and delivery of this Agreement and the Village's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Village, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the Village has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the Village's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the Village. Neither the entering into nor the performance of this Agreement by the Village will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the Village is a party or by which the Village or its assets is bound. This Agreement is in accordance with the local Solid Waste Management Plan applicable to the Village.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the Village's knowledge and belief, threatened, relating to this

Agreement. The Village will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the Village is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the Village has not received any notice of any complaint or violation of any of the foregoing. The Village will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the Village are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

VILLAGE OF WILLIAMS BAY

Name: _____

Title: _____

Witness: _____

Title: _____

GFL SOLID WASTE MIDWEST LLC

Name: _____

Title: _____

EXHIBIT A

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.



GFL ENVIRONMENTAL IS PROUD TO BE THE NEW WASTE AND RECYCLING COLLECTION SERVICE PROVIDER IN WILLIAMS BAY SINCE THE ACQUISITION OF NIEUWENHUIS BROTHERS SINCE DECEMBER 2023.

BEGINNING XX/XX/XXXX, GFL WILL BE DELIVERING CARTS FOR AUTOMATED SERVICES. DUE TO ROAD ACCESSIBILITY AND DIFFERENT STYLE OF COLLECTION VEHICLE, YOUR STREET HAS BEEN IDENTIFIED AS AN AREA WHERE GFL IS UNABLE TO PROVIDE AUTOMATED SERVICES. GFL WILL CONTINUE TO PROVIDE SERVICE WITH NO CHANGE IN STYLE OF COLLECTION.

AS PART OF THE AGREEMENT WITH THE VILLAGE, GFL WILL CONTINUE TO PROVIDE SERVICES AS YOU HAVE NOW.

WHAT DOES THIS MEAN?

- YOU WILL RECEIVE A SERVICE FLYER SHOWING THE COLLECTION CALENDAR/MAP, SERVICE INFORMATION AND CONTACT INFORMATION.
- PLEASE REVIEW THE SERVICE INFORMATION FLYER FOR ADDITIONAL GUIDELINES AND CONTACT INFORMATION. YOU CAN ALSO EMAIL US AT gflussowisco@gflenv.com
- GFL WILL CONTINUE TO PROVIDE THE BULKY ITEM COLLECTION SIMILAR TO THE PAST

RESPECTFULLY,
GFL ENVIRONMENTAL



GFL ENVIRONMENTAL IS PROUD TO BE THE NEW WASTE AND RECYCLING COLLECTION SERVICE PROVIDER IN WILLIAMS BAY SINCE THE ACQUISITION OF NIEUWENHUIS BROTHERS SINCE DECEMBER 2023.

AS A CONVENIENCE TO RESIDENTS, TO MAKE IT EASIER TO GET WASTE AND RECYCLABLES TO THE CURB, COMBINED WITH THE BENEFIT OF KEEPING THE COMMUNITY CLEAN AND OUR DRIVERS SAFE AND EFFICIENT, THE SERVICES PROVIDED BEGINNING **XX/XX/XXXX**, **WILL BE AUTOMATED CURBSIDE SERVICES WITH CARTS PROVIDED BY GFL.**

AS PART OF THE AGREEMENT WITH THE VILLAGE, GFL WILL PROVIDE NEW TRASH AND RECYCLE CARTS TO EACH ELIGIBLE HOUSEHOLD UNIT. THE DELIVERY OF THESE CARTS WILL BEGIN ON **XX/XX/XXXX**

WHAT DOES THIS MEAN?

- GFL WILL DELIVER NEW 95 GALLON TRASH AND 95 GALLON RECYCLING CARTS TO EACH ELIGIBLE HOUSEHOLD STARTING **XX/XX/XXXX**
- ATTACHED TO THE RECYCLING CART, THERE WILL BE A SERVICE FLYER SHOWING THE COLLECTION CALENDAR/MAP, SERVICE INFORMATION AND CONTACT INFORMATION.
- PLEASE REVIEW THE SERVICE INFORMATION FLYER INSIDE THE RECYCLING CART FOR ADDITIONAL GUIDELINES AND CONTACT INFORMATION. YOU CAN ALSO EMAIL US AT gflussowisco@gflenv.com
- GFL WILL CONTINUE TO PROVIDE THE BULKY ITEM COLLECTION SIMILAR TO THE CURRENT PROGRAM IN WHICH RESIDENTS SHALL CONTACT CUSTOMER CARE TO SCHEDULE COLLECTION AND PAYMENT

RESPECTFULLY,
GFL ENVIRONMENTAL



Manual Roadside Services

- Container size limited to thirty-two (32) gallons and weigh less than fifty (50) lbs.
- Both trash and recycling will be collected weekly at the roadside.
- Please place all trash into containers or bags to ensure efficient and clean collection.
- Place all recyclables in containers clearly identifiable as "recycling".
- Trash and recycling should be placed within 2 ft. of the roadside on one side of the driveway.

Reduce, Reuse, Recycle

- Reduce paper waste by using both sides of the paper and using scrap paper whenever possible
- When shopping, reuse canvas, paper or plastic bags to bring home purchases
- Recycle as much waste as you can by following the guidelines on the next page



304 W Sunny Lane
Janesville, WI, 53546
800.248.2373

Green Today. Green For Life. | gflenv.com



Williams Bay Trash & Recycling Collection Guidelines

Garbage collection is every week. Please place the following items in your trash container:

- | | |
|------------------------------|------------------------------|
| • Mixed trash | • Styrofoam |
| • Bagged garbage/ food waste | • Broken toys |
| • Ceramics | • Other non-recyclable items |



304 W Sunny Lane
Janesville, WI, 53546
800.248.2373

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Recycling collection is every week. Please place the following items in your recycle container:

Mixed Containers

- Aluminum cans and clean aluminum foil
- Tin cans, steel cans and aerosol cans
- Glass bottles and jars
- #1, #2, and #5 type plastics
- Milk cartons, juice boxes, soup cartons

Mixed Paper

- Newspaper, magazines, books, mail, school/ office paper
- Brown corrugated cardboard
- Gray chipboard (cereal and shoe boxes)
- Brown paper bags

DO NOT put the following items in the recycle container:



- Styrofoam of any kind
- Trash
- Construction material
- Clothing
- Yard waste
- Household hazardous waste
- Electronics
- Shredded paper (loose or bagged)



10% post-consumer recycled paper

COLLECTION INFORMATION

SERVICES

- Both trash and recycling will be collected weekly at the roadside.
- Please place all trash into containers or bags to ensure efficient and clean collection.
- Place all recyclables in 32 gallon containers clearly marked for recycling or clear plastic bags. Local clean sweep programs may offer alternative options for disposal of fluorescent light bulbs, household hazardous waste, pharmaceuticals, and electronics.

CURBSIDE BULKY WASTE COLLECTION

1. Residents shall contact the GFL Customer Care Center to schedule the Bulky Waste Collection
 - Resident will be asked to confirm address, items for collection, and to schedule payment
 - Resident will be provided with the day the collection will occur, along with a Work Order/Confirmation #
2. Items for collection include, but are not limited to the following:
 - Household furniture (couches, chairs, tables, cabinets, dressers, or similar)
 - Mattresses/Boxsprings • Appliances
 - Carpet Roll (must be rolled and tied, not to exceed 4ft length or 12" diameter) max of six (6) rolls
 - Countertop, not to exceed 4ft length or 36" wide
 - Doors, windows, toilet, other replacement items from a project
 - General debris that is too large to place in a container
 - All items must be WI landfill-eligible for disposal
3. Excluded items include, but are not limited to the following:
 - Electronic Waste • Tires • Waste Oil / Anti-Freeze
 - Any other items that are banned from WI landfills

2024

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
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22	23	24	25	26	27	28
29	30	31				

2025

January						
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February						
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March						
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April						
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May						
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June						
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28	29	30				

July						
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27	28	29	30	31		

August						
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September						
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28	29	30				

October						
S	M	T	W	T	F	S
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November						
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December						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29



Cart Placement

- The arrows on the lid of the cart must point to the street
- Handles and wheels should face away from the street
- The garbage cart should be placed within 2 ft. of the street on one side of the driveway
- The recycle cart should be placed within 2 ft. of the street on the other side of the driveway
- Please keep 3 ft. of clearance between the carts and other objects, especially mailboxes and vehicles



Village of Williams Bay Trash and Recycling Collection Services

Reduce, Reuse, Recycle

- Reduce paper waste by using both sides of the paper and using scrap paper whenever possible
- When shopping, reuse canvas, paper or plastic bags to bring home purchases
- Recycle as much waste as you can by following the guidelines on the next page

Garbage collection is every week. Please place the following items in your trash cart:

- Mixed trash
- Bagged garbage/ food waste
- Ceramics
- Styrofoam and other loose trash



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800.248.2373

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Recycling collection is bi-weekly (every other week).
Please place the following items in your recycle cart:

PLEASE DO NOT PUT RECYCLING IN PLASTIC BAGS.

Mixed Containers

- Tin cans, steel cans, aerosol cans, aluminum cans
- Glass bottles and jars
- #1, #2, and #5 type plastics
- Milk cartons, juice boxes, soup cartons

Mixed Paper

- Newspaper, magazines, books, mail, school/ office paper
- Brown corrugated cardboard
- Gray chipboard (cereal and shoe boxes)
- Brown paper bags

CURBSIDE BULKY WASTE COLLECTION

1. Residents shall contact the GFL Customer Care Center to schedule the Bulky Waste Collection

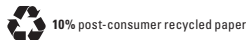
- Resident will be asked to confirm address, items for collection, and to schedule payment
- Resident will be provided with the day the collection will occur, along with a Work Order/Confirmation #

2. Items for collection include, but are not limited to the following:

- Household furniture (couches, chairs, tables, cabinets, dressers, or similar)
- Mattresses/Boxsprings • Appliances
- Carpet Roll (must be rolled and tied, not to exceed 4ft length or 12" diameter) max of six (6) rolls
- Countertop, not to exceed 4ft length or 36" wide
- Doors, windows, toilet, other replacement items from a project
- General debris that is too large to place in a container
- All items must be WI landfill-eligible for disposal

3. Excluded items include, but are not limited to the following:

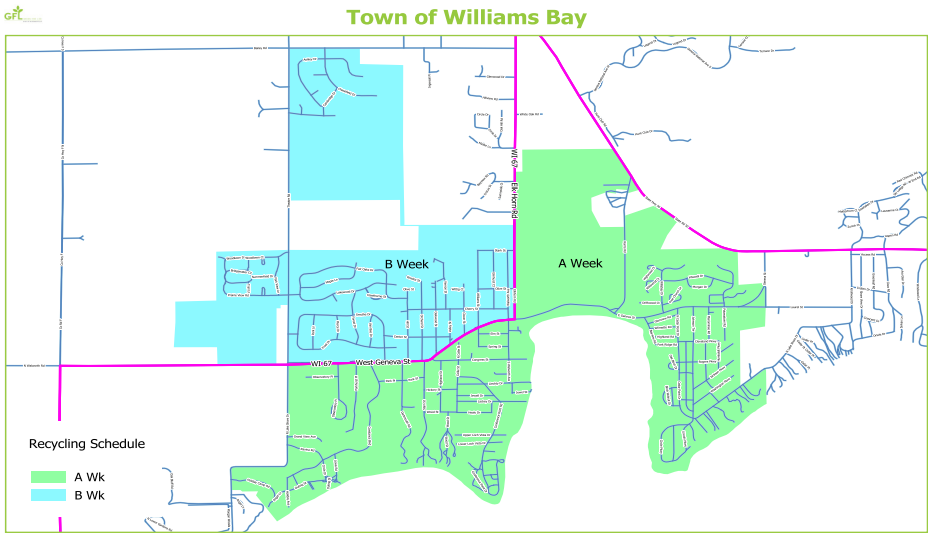
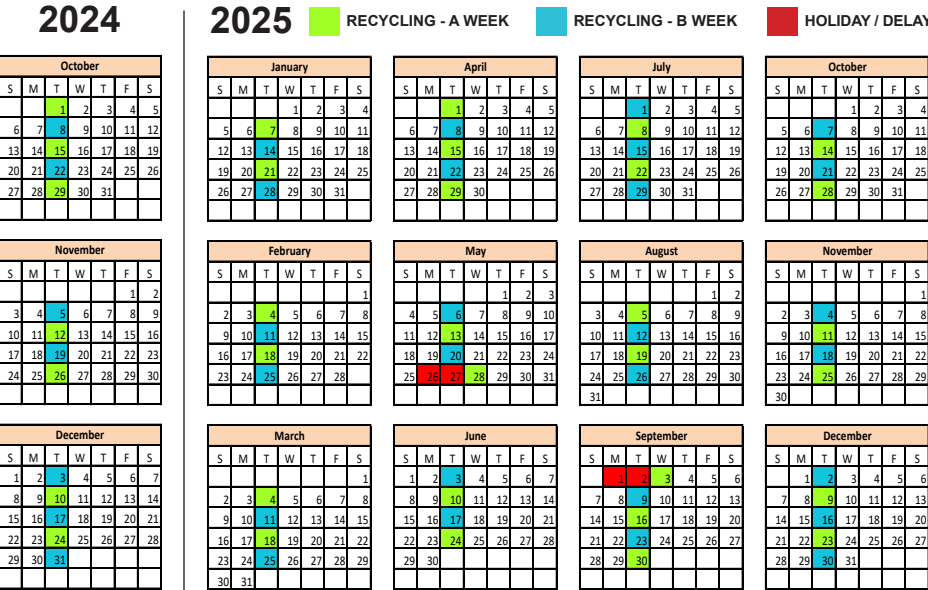
- Electronic Waste • Tires • Waste Oil / Anti-Freeze
- Any other items that are banned from WI landfills



VILLAGE OF WILLIAMS BAY

TRASH AND RECYCLING COLLECTION CALENDAR

TRASH IS COLLECTED WEEKLY ON TUESDAYS



Please have bins out curbside the night prior to your scheduled collection day.
If not possible, bins **MUST** be placed at curbside no later than
6 AM or they may not be picked up.

For cart repair or to report missed pick-ups, please contact GFL directly.

800-248-2373



July 3, 2024

Via Electronic Mail - mschroeder@janesvillelaw.com

Attorney Mark A. Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

Dear Attorney Schroeder:

This letter is in response to your request for clarification concerning GFL Solid Waste Midwest, LLC's ("GFL") acquisition of certain assets of Nieuwenhuis Bros. Inc. ("Nieuwenhuis"), including the assignment and assumption of that certain Solid Waste And Recycling Contract between Nieuwenhuis and the Village of Williams Bay (the "Village") dated December 2022 (the "Contract").

Effective December 1, 2023 (the "Effective Date"), Nieuwenhuis assigned to and GFL assumed all of the rights and obligations of Nieuwenhuis with respect to the Contract arising from and after the Effective Date. Accordingly, GFL will perform the services under the Contract to the same extent and pursuant to the same terms and conditions as in effect prior to the Effective Date.

Hopefully the foregoing explanation will serve to answer your and the Village's questions regarding the transaction between GFL and Nieuwenhuis Bros, Inc. However, should you have any additional questions, please feel free to contact or me by telephone at (352) 317-0679 or by e-mail at mbachhuber@gflenv.com.

Sincerely,

A handwritten signature in black ink that reads "Melissa A. Bachhuber".

Melissa A. Bachhuber, VP – US Legal

Cc: Jason Johnson (GFL)
David Wall (GFL)



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-560703-45483.833NS

Issued: 07/10/2024

Quote Expiration:

Estimated Contract Start Date: 11/15/2024

Account Number: 140206

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Williams Bay Police Dept. - WI 250 Williams St Williams Bay, WI 53191-9510 USA	Williams Bay Police Dept. - WI 250 Williams St Williams Bay WI 53191-9510 USA Email: wkostock@williamsbay.org

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Spears Phone: Email: nspears@axon.com Fax:	William Kostock Phone: 262-581-7002 Email: wkostock@vi.williamsbay.wi.gov Fax:

Quote Summary

Program Length	61 Months
TOTAL COST	\$61,876.25
ESTIMATED TOTAL W/ TAX	\$61,876.25

Discount Summary

Average Savings Per Year	\$5,073.58
TOTAL SAVINGS	\$25,790.71

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	(\$1,290.13)	\$0.00	(\$1,290.13)
Jan 2025	\$12,226.38	\$0.00	\$12,226.38
Nov 2025	\$12,735.00	\$0.00	\$12,735.00
Nov 2026	\$12,735.00	\$0.00	\$12,735.00
Nov 2027	\$12,735.00	\$0.00	\$12,735.00
Nov 2028	\$12,735.00	\$0.00	\$12,735.00
Total	\$61,876.25	\$0.00	\$61,876.25

Quote Unbundled Price:	\$87,666.96
Quote List Price:	\$79,467.36
Quote Subtotal:	\$61,876.25

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$1,798.75)	(\$1,798.75)	\$0.00	(\$1,798.75)
T00001	AB4 FLEX POV TAP BUNDLE	11	60	\$6.52	\$7.37	\$7.37	\$4,864.20	\$0.00	\$4,864.20
BWCamTAP	Body Worn Camera TAP Bundle	11	60	\$40.35	\$33.80	\$33.80	\$22,308.00	\$0.00	\$22,308.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	60	\$73.05	\$36.07	\$36.07	\$4,328.40	\$0.00	\$4,328.40
A la Carte Hardware									
H00001	AB4 Camera Bundle	11			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	11			\$249.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	60		\$0.65	\$0.65	\$15,600.00	\$0.00	\$15,600.00
ProLicense	Pro License Bundle	3	60		\$43.40	\$43.33	\$7,799.40	\$0.00	\$7,799.40
BasicLicense	Basic License Bundle	9	60		\$16.27	\$16.25	\$8,775.00	\$0.00	\$8,775.00
ProLicense	Pro License Bundle	2	1		\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
BasicLicense	Basic License Bundle	10	1		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	1		\$16.28	\$0.00	\$0.00	\$0.00	\$0.00
80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	1		\$13.60	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$61,876.25	\$0.00	\$61,876.25

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	11	1	11/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	13	1	11/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	13	1	11/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100200	AXON BODY 4 - FLEX POV MODULE	11	1	11/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100852	C-CLIP, AXON BODY 4 POV	11	1	11/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100855	AXON BODY 4 - MOUNT - POV EPAULETTE	13	1	11/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	11	1	11/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	11/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	11/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	11/15/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	05/15/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	11	1	05/15/2027
AB4 FLEX POV TAP BUNDLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	11	1	11/15/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	11/15/2029
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	11	1	11/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	10	11/15/2024	12/14/2024
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	10	11/15/2024	12/14/2024
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	11/15/2024	12/14/2024
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	11/15/2024	12/14/2024
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	9	12/15/2024	12/14/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	9	12/15/2024	12/14/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	9	12/15/2024	12/14/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	3	12/15/2024	12/14/2029
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	12/15/2024	12/14/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	11/15/2024	12/14/2024
A la Carte	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	11/15/2024	12/14/2024
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	11	11/15/2025	12/14/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	11/15/2025	12/14/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	11	11/15/2025	12/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	250 Williams St	Williams Bay	WI	53191-9510	USA

Payment Details

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1A	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$124.61	\$0.00	\$124.61
Year 1A	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 1A	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	\$0.00	\$0.00	\$0.00
Year 1A	BasicLicense	Basic License Bundle	9	\$70.09	\$0.00	\$70.09
Year 1A	BasicLicense	Basic License Bundle	10	\$0.00	\$0.00	\$0.00
Year 1A	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$34.58	\$0.00	\$34.58
Year 1A	BWCamTAP	Body Worn Camera TAP Bundle	11	\$178.19	\$0.00	\$178.19
Year 1A	H00001	AB4 Camera Bundle	11	\$0.00	\$0.00	\$0.00
Year 1A	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 1A	H00004	AB4 FLEX POV HARDWARE BUNDLE	11	\$0.00	\$0.00	\$0.00
Year 1A	ProLicense	Pro License Bundle	3	\$62.30	\$0.00	\$62.30
Year 1A	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Year 1A	T00001	AB4 FLEX POV TAP BUNDLE	11	\$38.85	\$0.00	\$38.85
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,798.75)	\$0.00	(\$1,798.75)
Total				(\$1,290.13)	\$0.00	(\$1,290.13)

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	11	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	T00001	AB4 FLEX POV TAP BUNDLE	11	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1B	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$2,995.39	\$0.00	\$2,995.39
Year 1B	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 1B	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	\$0.00	\$0.00	\$0.00
Year 1B	BasicLicense	Basic License Bundle	9	\$1,684.91	\$0.00	\$1,684.91
Year 1B	BasicLicense	Basic License Bundle	10	\$0.00	\$0.00	\$0.00
Year 1B	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.10	\$0.00	\$831.10
Year 1B	BWCamTAP	Body Worn Camera TAP Bundle	11	\$4,283.41	\$0.00	\$4,283.41
Year 1B	H00001	AB4 Camera Bundle	11	\$0.00	\$0.00	\$0.00
Year 1B	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 1B	H00004	AB4 FLEX POV HARDWARE BUNDLE	11	\$0.00	\$0.00	\$0.00
Year 1B	ProLicense	Pro License Bundle	3	\$1,497.58	\$0.00	\$1,497.58
Year 1B	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Year 1B	T00001	AB4 FLEX POV TAP BUNDLE	11	\$933.99	\$0.00	\$933.99
Total				\$12,226.38	\$0.00	\$12,226.38

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$3,119.99	\$0.00	\$3,119.99
Year 2	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 2	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	9	\$1,755.00	\$0.00	\$1,755.00
Year 2	BasicLicense	Basic License Bundle	10	\$0.00	\$0.00	\$0.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	11	\$4,461.61	\$0.00	\$4,461.61
Year 2	H00001	AB4 Camera Bundle	11	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	H00004	AB4 FLEX POV HARDWARE BUNDLE	11	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	3	\$1,559.88	\$0.00	\$1,559.88
Year 2	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	T00001	AB4 FLEX POV TAP BUNDLE	11	\$972.84	\$0.00	\$972.84
Total				\$12,735.00	\$0.00	\$12,735.00

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$3,119.99	\$0.00	\$3,119.99
Year 3	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 3	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	9	\$1,755.00	\$0.00	\$1,755.00
Year 3	BasicLicense	Basic License Bundle	10	\$0.00	\$0.00	\$0.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	11	\$4,461.61	\$0.00	\$4,461.61
Year 3	H00001	AB4 Camera Bundle	11	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	H00004	AB4 FLEX POV HARDWARE BUNDLE	11	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	3	\$1,559.88	\$0.00	\$1,559.88
Year 3	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	T00001	AB4 FLEX POV TAP BUNDLE	11	\$972.84	\$0.00	\$972.84
Total				\$12,735.00	\$0.00	\$12,735.00

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$3,119.99	\$0.00	\$3,119.99
Year 4	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 4	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	9	\$1,755.00	\$0.00	\$1,755.00
Year 4	BasicLicense	Basic License Bundle	10	\$0.00	\$0.00	\$0.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	11	\$4,461.61	\$0.00	\$4,461.61
Year 4	H00001	AB4 Camera Bundle	11	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	H00004	AB4 FLEX POV HARDWARE BUNDLE	11	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	3	\$1,559.88	\$0.00	\$1,559.88
Year 4	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	T00001	AB4 FLEX POV TAP BUNDLE	11	\$972.84	\$0.00	\$972.84
Total				\$12,735.00	\$0.00	\$12,735.00

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$3,119.99	\$0.00	\$3,119.99
Year 5	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 5	80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	11	\$0.00	\$0.00	\$0.00
Year 5	BasicLicense	Basic License Bundle	9	\$1,755.00	\$0.00	\$1,755.00
Year 5	BasicLicense	Basic License Bundle	10	\$0.00	\$0.00	\$0.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	11	\$4,461.61	\$0.00	\$4,461.61
Year 5	H00001	AB4 Camera Bundle	11	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	H00004	AB4 FLEX POV HARDWARE BUNDLE	11	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	3	\$1,559.88	\$0.00	\$1,559.88
Year 5	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	T00001	AB4 FLEX POV TAP BUNDLE	11	\$972.84	\$0.00	\$972.84
Total				\$12,735.00	\$0.00	\$12,735.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s): Q-235523

Agency is terminating those contracts effective 11/14/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of (\$1,798.75) to the quote for paid but undelivered items.

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes Q-235523. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

7/10/2024



VILLAGE OF WILLIAMS BAY

TO: PROTECTIVE SERVICES & FINANCE COMMITTEE MEMBERS
FROM: DAVID A. LOTHSPREICH, VILLAGE ADMINISTRATOR
DATE: 26-Jul-24
RE: FIRE RESCUE BUILDING AMENITIES FOR EMS

Location: 5 East Geneva Street - Williams Bay Fire Department, Rescue Squad, Emergency Medical Services (EMS).

Items: List of items for the Bay Fire Dept for Fontana to make the duty crews stay in the station more comfortable.

	Cost
1. Three (3) recliners per the attached invoice	\$2,397
2. Water Dispenser	\$150
3. One (1) TV (for the crews to watch)	\$400
4. One (1) Smaller TV (to run the Pro Phoenix dispatch information)	\$120
5. Spectrum Cable (for the programs to watch) \$100 install (\$70 cable box or \$110/mo backbox)	\$100
6. Two (2) computers (for the crews to use while there)	\$1,776
7. One (1) Tablet or computer (to run Pro Phoenix to the smaller TV)	\$888
Total	\$5,831
One-time Requested Amount	\$6,000
On-going monthly	\$70

Funding: Not budgeted, F&P to determine funding source(s).

Site Name: Williams Bay

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OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (this "Agreement") is made this _____ day of _____, 2024, by and between **VILLAGE OF WILLIAMS BAY**, ("Optionor"), and **TOWERCOM V-B, LLC**, a Delaware limited liability company ("Optionee").

I. OPTION TO LEASE

1. **Grant of Option.** For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease ("Option") a certain parcel of real property, located on Williams Street at the approximate coordinates of 42.583505° latitude and -88.547670°, Williams Bay, Wisconsin in Walworth County ("Site") more particularly described on **Exhibit A** and on the survey or site plan attached hereto as **Exhibit B** ("Leased Premises"), together with non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Optionor's property, the location of said easements being shown on **Exhibit B** hereto ("Easements"). The easement rights herein granted include the right and authority of Optionee as described herein, to grant or assign to third parties all or some of the easement rights granted to Optionee herein. Optionor agrees and acknowledges the Optionee may, at Optionee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easements, and that the legal description of the Leased Premises and the Easements, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easements.

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2. **Option Term.** The term of this Option shall be for **twelve (12) months** from the date of this Agreement as first written above ("Option Term").

3. **Consideration for Option.** Consideration for the Option Term granted hereunder shall be **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)** ("Option Consideration")

4. **Optionor's Representations and Warranties.** As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:

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(a) Optionor has good and marketable fee simple title to the Leased Premises and the Easements free and clear of all liens and encumbrances, other than those liens and encumbrances shown in the public records;

(b) Optionor has the authority to enter into, and be bound by, the terms of this Option without obtaining the consent of any third parties, as evidenced by the authority documents required in connection with Optionee's title policy insuring Optionee's leasehold interest in the Leased Premises and the Easements including, without limitation, an owner's title affidavit, operating agreement, partnership or corporate resolutions, by-laws, or any other reasonable documentation required by the title company;

(c) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor, which may otherwise affect the Leased Premises and the Easements; and

(d) The Leased Premises and the Easements are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easements until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

5. **Liquidated Damages.** In the event of a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

6. **Inspections and Investigations.** Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easements at any time after the date of this Option to perform, or cause to be performed site inspections, which shall include, but not be limited to, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easements. Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises and the Easements if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easements in conducting these activities. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easements surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easements from the title insurance company of its choice. Optionor shall remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to mortgage the leasehold interest. In the event Optionor shall fail to cure any such defects, Optionee, at its election, may terminate this Option, and upon such termination, there shall be no further liability on the part of Optionee to Optionor hereunder. Lessee shall provide to Lessor, as they become available to Lessee, copies of its inspection documents to include a survey and title report of the Leased Premises, construction drawings, foundation and tower drawings, Phase I environmental assessment, NEPA, and geotechnical reports.

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7. **Further Acts.** Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option and the Easements and to take such action as Optionee may reasonably require to effect the intent of this Option.

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II. GROUND LEASE AGREEMENT

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8. **Exercise of Option.** Upon the delivery of written notice by Optionee to Optionor of Optionee's exercise of the Option, the additional terms of this Section II - Ground Lease Agreement ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall hereafter be referred to as Lessee. The first day of the month following the date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

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9. **Use.** The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessor agrees to cooperate with Lessee applying for, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time on the Leased Premises, subject to the review and approval of Lessor's engineer and, to the extent applicable, Lessor's building inspector.

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10. **Initial Term.** The term of this Lease shall be **ten (10) years** commencing on the Commencement Date, as that term is defined in Paragraph 9 herein, and terminating on the tenth (10th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the form attached hereto as **Exhibit C** evidencing the Commencement Date and other matters, shall be executed and recorded.

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11. **Renewal Terms.** Lessee shall have the right to extend this Lease for **eight (8) additional five (5) year terms** (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least twelve (12) months prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

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12. **Rent.** Commencing on the first day of the calendar month following the Commencement Date, during the Initial Term and each Renewal Term of this Lease, Lessee shall pay Lessor a monthly revenue sharing fee of Fifty Percent (50%) of the gross collected rent revenue for each Wireless Carrier, as hereinafter defined, that co-locates on the tower ("Rent"). Said payment shall be due and payable upon commencement of each such Wireless Carrier lease and receipt of each such Wireless Carrier's lease payment to Lessee. Partial months shall be pro-rated. Rent shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice of writing to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the

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appropriate taxing authority. If the date of termination (the "Termination Date") of this Lease is other than the last day of a calendar month, Rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee. At Lessor's request, Lessee shall utilize direct deposit into Lessor's bank account with regard to Rent payments, and shall cooperate with Lessor in providing all requisite information to implement such direct deposit system. For the purpose of this paragraph, Wireless Carrier shall be defined as any cellular or PCS carrier such as T-Mobile, AT&T, Cingular, Verizon, and DISH Wireless. On or before May 31st of each year during the term of this Lease, Lessee agrees to provide Lessor with a report of the gross collected rent revenue received from each Wireless Carrier for the prior calendar year. The lease payment escalation in each of the four (4) potential Wireless Carrier leases shall be capped at one and one-half percent (1.5%) annually or ten percent (10%) for each 5-year renewal term. The amount of the Revenue Share payable to Lessor shall be determined by the escalation in the Wireless Carrier agreement.

13. **Lessor's Representation and Warranties.** Lessee intends to use the Leased Premises as a site for the transmission and receipt of wireless communication signals and for the construction and maintenance of towers, antennas or buildings and related facilities ("Intended Use"). Lessor represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises or the Easements which will interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

14. **Conditions Subsequent.** In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easements are, in Lessee's opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

15. **Interference.** Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

16. **Improvements; Utilities; Access; Tower Lighting.**

(a) Subject to the review and approval of Lessor's engineer and, to the extent applicable, Lessor's building inspector, Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio

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transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelters and related facilities, and security fencing (8 foot) (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. Lessee agrees to allow Lessor, at no cost to Lessor, to utilize the top twenty (20) feet of the communications tower containing approximately 15,000 square inches for its public service use, and utilize tower space below the 100' RAD to install a tornado siren, together with ground area sufficient to provide such use.

(b) Lessee, at its expense, within thirty (30) days after installation of the Tower Facilities, shall provide to Lessor "as built" drawings of the Tower Facilities including any additions or modifications thereto, which show the actual location of the Tower Facilities. Such drawings shall be accompanied by a complete and detailed inventory of all aspects of the Tower Facilities actually placed on the Leased Premises, all of which shall be incorporated into this Lease.

(c) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises. Lessee shall have the right to permanently place all necessary or required utilities, including, but not limited to, utility wires, poles, cables, fiber optic cable, conduits and pipes over, under, or along the Easements to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easements for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(d) Lessor represents and warrants to Lessee that Lessee shall have ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), at all times during this Lease, from the Leased Premises to an open and improved public road which presently exists, and which Easements shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easements in a free and open condition so that no interference is caused by Lessor, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easements. Lessor shall provide such access to the Leased Premises across Lessor's adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the

improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

(e) Lessee shall have a monitoring system for lighting on the tower that is monitored by a third-party 24 hours a day. In the event of an outage, the monitoring company will notify the FCC and Lessee of the outage per FAA regulations. Lessee shall, as expeditiously as possible, have the lighting on the tower fully operational after receiving such notice.

17. **Termination.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties at law or equity, including an action for specific performance of any obligations hereunder); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon one (1) year's advance written notice from Lessee to Lessor.

Upon the expiration or earlier termination of this Lease, the Tower Facilities must either, at Lessor's election, (i) be removed from the Leased Premises within ninety (90) days or (ii) remain on the Leased Premises and become the property of Lessor. All equipment installed by a Wireless Carrier on the Tower Facilities shall be removed within the 90-day period and shall not become the property of Lessor. If requested by Lessor, Lessee shall remove the underground foundations to not more than four (4) inches below grade. Any Tower Facilities remaining on the Leased Premises after the expiration or earlier termination of this Lease must be given to Lessor in good, safe and operable condition.

18. **Sublessee's Improvements.** Subject to review and approval of Lessor's engineer, Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to, antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easements as if said licensee or sublessee were the Lessee under this Lease. Each Wireless Carrier shall be required to install a generator or batteries as backup power for its telecommunications equipment.

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19. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of* such taxes attributable to, the Tower Facilities. In addition, Lessee shall pay any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises; provided that Lessor furnishes proof to Lessee that such increase directly resulted from Lessee's use of the Leased Premises. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easements, Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor hereby represents and warrants that Lessor's property on which the Leased Premises and Easements are located is not subject to any "Conservation Use Covenant," "Greenbelt Covenant," agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor's property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easements are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor does hereby covenant and agree to indemnify and hold Lessee forever harmless from any and all liabilities, claims, demands, actions or causes of action arising from or relating to a breach of any such covenants, whether such breach occurs because of the erection of the Tower Facilities on the Leased Premises or otherwise.

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20. **Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee.

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21. **Condemnation.** If a condemning authority takes all of the Leased Premises or* Easements, or a portion sufficient in Lessee's determination to render the Leased Premises or the Easements, in the sole opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises and Easements, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its leasehold interest in the Premises and the value of its Tower Facilities, together with moving expenses, prepaid rent and business dislocation and relocation expenses. A sale of all or part of the Leased Premises and/or Easements to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

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22. **Insurance.** During the term of this Lease, Lessee shall obtain and maintain the following insurance coverages and limits at its sole cost and expense:

(a) **Commercial General Liability Insurance.** Lessee shall maintain commercial* general public liability insurance written on ISO form CG 00 01 or its substantial equivalent, covering bodily injury and property damage liability with a combined single limit of_

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(a) \$2,000,000 per occurrence and in the aggregate combined single limit coverage as protection against liability claims occurring on or about the Leased Premises or growing out of the use and occupancy of the Leased Premises.

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~~(b)~~ Contractor's Workers Compensation Insurance. Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction of the Tower Facilities to procure and maintain, statutory worker's compensation and employer's liability insurance during the term of its construction contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (i) \$2,000,000.00 each accident-bodily injury by disease, (ii) \$2,000,000.00 policy limit-bodily injury by accident and (iii) \$2,000,000.00 each disease-bodily injury by disease. Lower limits are satisfactory as long as a \$2,000,000.00 Umbrella/Excess Liability Policy is in effect. Lessee shall provide at least thirty (30) days prior written notice to Lessor (ten [10] days' notice-

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(b) shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced prior to cancellation. A certificate evidencing such coverage shall be provided to Lessee and Lessor or, if such insurance is provided by a private carrier, a completed certificate of insurance on an ACORD form shall be provided to Lessee and Lessor from each contractor entering into a construction contract for the Tower Facilities. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to furnish similar worker's compensation insurance.

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(c) Lessor, its elected officials, officers, employees and agents shall be named an additional insured on said insurance policies by endorsement. Upon request by Lessor, Lessee shall provide Lessor a certificate of insurance (COI) for the insurance coverages required hereunder. All of the above insurance shall be secured from companies licensed to do business in the State of Wisconsin and with an A.M. Best rating of A+ or better. All policies shall be written on an occurrence and not a claims-made basis. Lessee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing law, permit conditions or this Lease. The limits of coverage under each insurance policy maintained by Lessee shall not be interpreted as limiting the Lessee's liability and obligations under this Lease.

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23. Lessee's Environmental Covenants and Indemnity. As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its employees, business

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invitees, contractors or sublessees. The foregoing indemnity shall survive any termination of this Lease.

24. **Lessor's Environmental Representation and Indemnity.** Lessor represents and warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises and the Easements prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses; including, without limitation, penalties and reasonable attorneys' fees, incurred or suffered by or asserted against Lessee, arising out of or in any way relating to any one or more of the following which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including, but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing of the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive any termination of this Lease.

25. **Indemnification.** Lessee shall indemnify and save harmless Lessor, its officers, employees and agents, from and against any and all claims, liabilities, loss or damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises and Easements resulting from any act(s) or omissions(s) of Lessee, or Lessee's officers, agents, servants or employees. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the willful misconduct or negligence of Lessor. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

26. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the party at the

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addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

As to Lessor: Village of Williams Bay
Attention: _____
250 Williams Street
Williams Bay, Wisconsin 53191
Phone: _____
E-mail address: _____

As to Lessee : TowerCom V-B, LLC
Attn: Chip Bulloch, Vice President
241 Atlantic Blvd., Suite 201
Neptune Beach, Florida 32266
Phone: (904) 880-8887
E-mail address: cbulloch@towercomenterprises.com

27. **Title and Quiet Enjoyment.** Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage, including attorneys' fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct.

28. **Subordination and Non-Disturbance.** This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises and Easements, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises and Easements, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises and Easements in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Leased Premises and/or Easements are encumbered by a Mortgage on the date of the exercise of the Option, Lessor promptly shall obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

29. **Assignments and Subleases.**

(a) Lessee may mortgage or grant a security interest in Lessee's leasehold estate and the Tower Facilities, and may make a conditional assignment of this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

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Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee, and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason as provided for in Paragraph 18 herein, Lessor will give the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Leased Premises during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

(b) Lessee shall have the right, upon written notice to Lessor, to sublease or assign its rights under this Lease. Assignments will be subject to the written consent of Lessor, which consent will not be unreasonably withheld, any such sublease or assignment shall be subject to all terms and conditions of this Lease. Lessee shall have the right to sublease the Tower Facilities to Wireless Carriers in the ordinary course of Lessee's business without the prior consent of Lessor. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Lease.

30. **Successors and Assigns.** This Lease shall run with the Leased Premises described on **Exhibit A** and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

31. **Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

32. **Waiver of Incidental and Consequential Damages.** Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easements by Lessee.

33. **Lessee's Exclusivity.** Lessor agrees not to lease any of Lessor's property within a radius of two (2) miles from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

34. **No Bifurcation of Lessor's Estate/Assignment of Lease.** Without Lessee's prior written consent, Lessor shall not, directly or indirectly, assign its right in this Lease or the Rent or any rights hereunder, or sell any easement or interest the Leased Premises, except in connection with conveyance of fee simple title to the Site.

35. **ROFR.** If at any time during the term of this Lease, Lessor receives a bona fide written offer from company in the business of owning or developing telecommunication sites (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or

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future Rent or the Leased Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to Lessor executing the contract under such Offer. Lessee shall have the right, at Lessee's option, to either extend the term of this Lease for a period of ninety-nine (99) years or obtain a permanent, exclusive easement in the location of the Leased Premises, which will continue to include the appurtenant non-exclusive Easements for access and utilities granted in this Lease, for substantially the same financial terms described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice of the Offer to exercise this right of first refusal by notifying Lessor in writing. If Lessee has not responded to Lessor's notice in writing within such 30-day period, the Offer is deemed rejected.

36. **Certifications.** Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

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~~38~~37. **Reimbursement of Costs.** Within thirty (30) days of receiving a detailed invoice, Lessee shall reimburse Lessor for: —(i) all reasonable legal fees and expenses Lessor incurs in connection with the review and negotiation of this Lease, including negotiations of any amendments to this Lease, up to \$2,500.00, and (ii) for all reasonable engineering, legal or other consulting fees and expenses Lessor occurs in connection with the review and approval of any construction plans and specifications required under this Lease or in connection with any other approval required under this Lease, up to \$5,000.00. Any amounts paid under this Section 38 shall not be considered prepaid rent.

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~~39~~38. **Performance Bond.** Lessee shall provide to Lessor prior to commencement of the initial term of this Lease a performance bond, with an entity and in a form satisfactory to the attorney for the Lessor. The amount of the bond shall be fifty thousand dollars (\$50,000.00) and shall be renewed as necessary and kept in full force so long as the Tower Facilities are on the Leased Premises. The bond is to ensure Lessee's faithful performance of all of its obligations under this Lease for the payment by Lessee of any claims, liens, taxes, penalties or unpaid fees or charges due to Lessor, which arise by reason of Lessee's use of the Lease Premises. In addition, the bond is to ensure that the Tower Facilities will be removed and the Leased Premises restored at termination or expiration of this Lease, if so elected by the Lessor.

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~~40~~39. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

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(b) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this option and ground lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(c) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(d) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(e) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(f) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the Easements, and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(g) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessor agrees that the terms of this Lease shall be strictly confidential and that Lessor shall not disclose any of the terms hereof to any third party, except with Lessee's prior written consent. Notwithstanding the foregoing, Lessor is permitted to disclose the terms of this Lease to its attorneys, financial consultants, accountants and lenders.

(i) Whenever under this Lease the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

~~IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.~~

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LESSOR:

Village of Williams Bay

By: _____

Print Name: _____

Title: President

Date: _____

Attest: _____

— Tina Kolls

~~Title:~~ _____ Clerk

Date: _____

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LESSEE:

TowerCom V-B, LLC,
a Delaware limited liability company

By: _____

Paul M. Bulloch, Jr.
Vice President

Date: _____

EXHIBIT A

Description of Leased Premises and Easements

A **100' by 100'** parcel of land for the tower compound being located around the base of the tower, together with a 30-foot wide non-exclusive easement for access and utilities, and, if required, a 10- foot wide non-exclusive easement for utilities all being a portion of the Site. The legal description of the Leased Premises and Easements shall be determined by survey and shall thereafter replace this **Exhibit A**.

Tax Parcel I.D. # of parent tract: _____

Physical Address of parent tract: approximate coordinates of 42.583505° latitude and - 88.547670°

Optionor acknowledges and agrees that if the governmental authority requires a landscaped buffer be leased or maintained around the Leased Premises, then (1) the survey will show such additional area and (2) the Lease will be deemed to include such buffer area either within the Premises or as an appurtenant easement to the Premises, based on the applicable governmental requirements.

EXHIBIT B

Survey or Site Plan

Location of the Leased Premises and Easements shall be determined by survey, and upon completion, shall replace this **Exhibit B**.

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

Prepared by and return to:

Holt Ney Zatzoff & Wasserman, LLP
Brian P. Cain, Esq.
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339

Site Name: Williams

Bay

MEMORANDUM OF LEASE

This Memorandum of Lease is made on _____, 2024, by and between **VILLAGE OF WILLIAMS BAY**, as Lessor, whose address is 250 Williams Street Willaims Bay, Wisconsin 53191, and **TOWERCOM V-B, LLC**, a Delaware limited liability company, as Lessee, whose address is 241 Atlantic Boulevard, Suite 201, Neptune Beach, Florida 32266.

1. Lessor and Lessee are parties to an Option and Ground Lease Agreement dated as of _____, 202__ (the "Lease Agreement"); the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease Agreement are located in **Walworth County, Wisconsin**, as more fully described in the legal description attached hereto as **Exhibit A** ("Leased Premises").

2. Pursuant to the Lease Agreement, the Lessor has granted, and by these presents does grant, to the Lessee non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Lessor's property, the location of said easements being shown on **Exhibit B** hereto (the "Easements"). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.

3. The Lease Agreement provides for an initial term of ten (10) years and eight (8) additional five (5) year terms, which shall occur automatically unless Lessee delivers written notice of intent not to renew to Lessor at least twelve (12) months prior to the expiration of the initial term, or the renewal term then in effect.

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4. The Lease Agreement provides that during the term of the Lease Agreement neither Lessor nor any tenant or person or entity claiming by or through Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower, or operate

an antenna site leasing business which competes directly or indirectly with Lessee on the lands of Lessor within a radius of two (2) miles of the Leased Premises.

5. The Lease Agreement also provides that, without Lessee's prior written consent, Lessor shall not, directly or indirectly, assign its right in the Lease Agreement or the rent or any rights thereunder, or sell any easement or interest in the Leased Premises, except in connection with conveyance of fee simple title to the Site.

6. If at any time during the term of this Lease, Lessor receives a bona fide written offer from company in the business of owning or developing telecommunication sites (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent or the Leased Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to Lessor executing the contract under such Offer. Lessee shall have the right, at Lessee's option, to either extend the term of this Lease for a period of ninety-nine (99) years or obtain a permanent, exclusive easement in the location of the Leased Premises, which will continue to include the appurtenant non-exclusive Easements for access and utilities granted in this Lease, for substantially the same financial terms described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice of the Offer to exercise this right of first refusal by notifying Lessor in writing. If Lessee has not responded to Lessor's notice in writing within such 30-day period, the Offer is deemed rejected.

[a separate form of memorandum shall be signed by the parties]

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Executive Summary

May 20, 2024

Mr. David Lothspeich
Village Administrator
Village of Williams Bay, WI

Re: Executive Summary for Cellphone Tower RFP

Dear Mr. Lothspeich,

TowerCom is thrilled to submit our bid proposal for the development of a new cellphone tower for the Village of Williams Bay. With our unparalleled experience, dedicated team, and commitment to excellence, we are confident that TowerCom is the best candidate to fulfill your requirements and exceed your expectations.

Below is a summary of the highlights of our proposal:

- 1. Introduction to TowerCom:** TowerCom stands as a leading developer of wireless communications towers in the United States. Based in Neptune Beach, FL, our firm boasts over 30 years of history in tower development, with a portfolio comprising more than 400 towers in 21 states across the US wireless market.
- 2. Senior Management Profiles:** Our veteran Management Team, with a combined 85 years of experience, is well-versed in all aspects of tower infrastructure development, financing, and executive management. With a proven ability to execute projects efficiently and effectively, we guarantee to meet and exceed your project objectives within the designated timeline.
- 3. Carrier Relationships:** TowerCom has a long history of great relationships with all of the major carriers in the US. We have approved colocation leases in place with place with US Cellular, T-Mobile, AT&T, Verizon, and DISH.

4. **Build-to-Suit Operations:** TowerCom specializes exclusively in build-to-suit cell phone towers and their operations. Our team of experts ensures seamless execution from conceptualization to completion, providing bespoke tower solutions that align perfectly with your requirements.
5. **Build-to-Suit Case Studies:** We are proud to present a selection of case studies showcasing our successful build-to-suit projects. These examples highlight our ability to deliver customized solutions that maximize efficiency, reliability, and cost-effectiveness for our clients. Client references are also included.
6. **Proposed Terms of the Bid:** Our proposal includes terms designed with our interests aligned to offer maximum revenue to Williams Bay. With our Masterleases in place and strong carrier relationships, we are the best fit for maximizing the revenue on the new tower.
7. **Proposed Ground Lease Agreement:** As part of our bid, we have outlined a comprehensive ground lease agreement that incorporates the terms outlined in your bid General Instructions. Our goal is to establish a strong foundation for collaboration and growth between TowerCom and Williams Bay.

In conclusion, TowerCom is fully equipped and eager to embark on this exciting venture with Williams Bay. We are dedicated to delivering superior results, fostering innovation, and building lasting partnerships that drive success. We look forward to the opportunity to work together and create a brighter future for both our organizations.

Please find attached our detailed bid proposal and attachments for your review. Should you have any questions or require further information, do not hesitate to contact us. Thank you for considering TowerCom for this project.

Sincerely,

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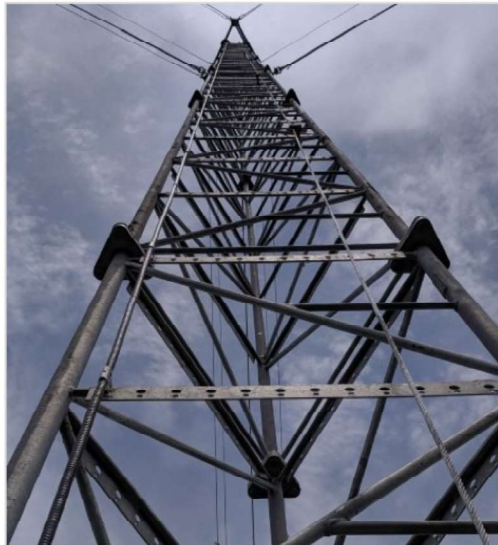
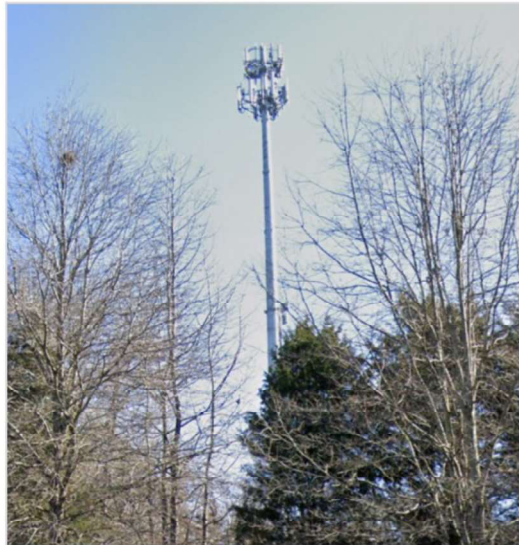
Chip Bulloch / Senior Vice President



TOWERCOM

Village of Williams Bay, WI - Cell Tower Development
Selection Bid

5/20/24

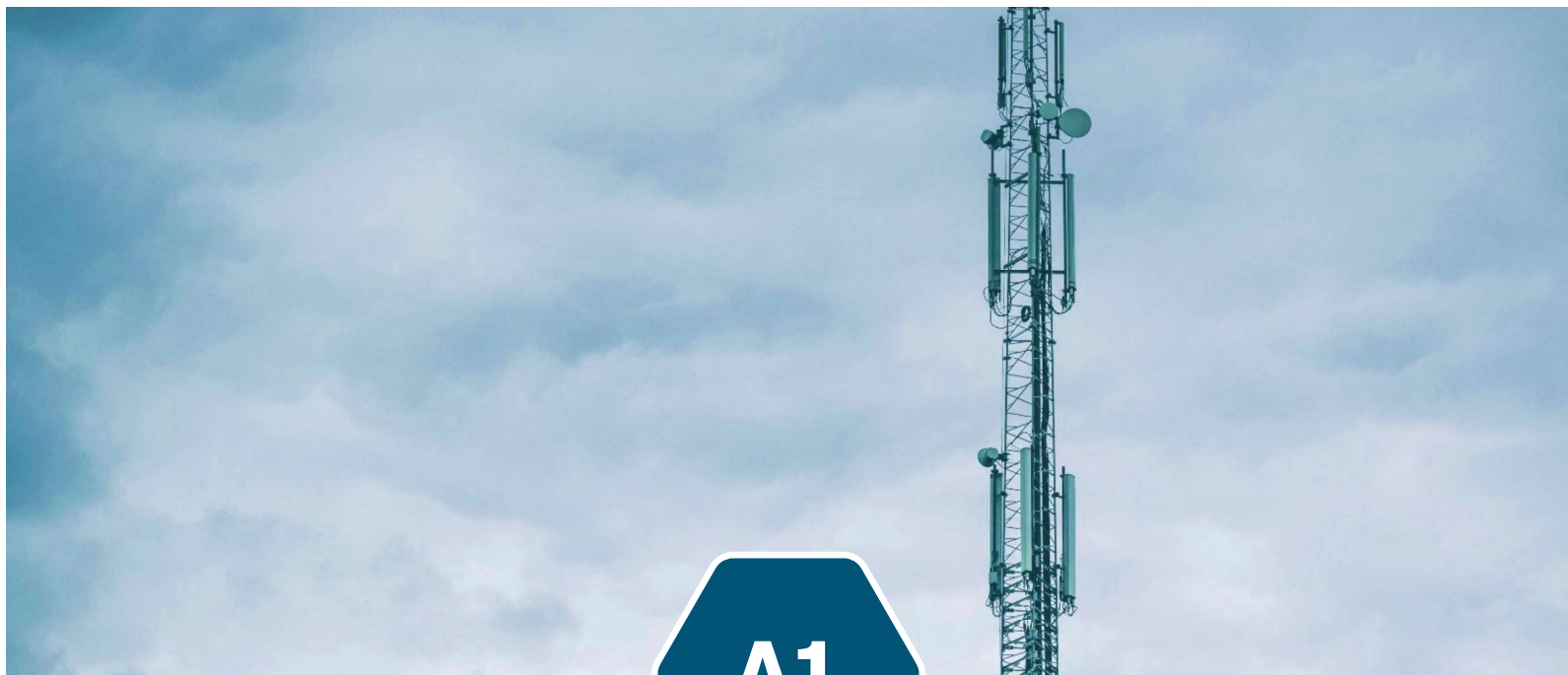


Selection of TowerCom towers (locations clockwise from top left) – Roswell, GA; Doerun, GA; Miramar, FL; Tempe, AZ; Swan Quarter, NC; Charlotte, NC

Table of Contents



	Page
Introduction to TowerCom	5
Senior Management	6
Build to Suit Operations	7
BTS Case Studies	13
Proposed Terms	16
References	17
Attached Separately:	
• Ground Lease Agreement	
• Site Plans	
• Desktop Review	
• TowerCom Financial Statement	



Introduction to TowerCom

TOWERCOM

4

TowerCom Overview

Leading developer of wireless communications towers in the US

- Headquartered in Jacksonville, FL (Neptune Beach)
- Over \$25m in committed capital for new development between private equity and debt. Our primary sources of equity are MC Partners out of Boston and Fengate Infrastructure out of Toronto.
- 30-year history of tower development success (over 700 towers built)
- Best-in-class, veteran operating team - experts in all facets of tower development in regional markets of focus
- Portfolio of 400+ towers in fast-growing US wireless markets
- Masterlease agreements (MLA) in place with Verizon, Dish Wireless, AT&T, US Cellular. Approved partner of T-Mobile
- Experienced developer within sensitive facilities including public/private airports, electric utility substations, public property, golf courses and tribal lands



TOWERCOM

Senior Leadership Team

Veteran management team experienced in all phases of tower infrastructure development, financing and executive management



W. Radford Lovett, II
Founder and CEO

- 30+ years experience in wireless tower development, acquisition and ownership
- President of Southcoast Capital Corporation (Lovett Family Office) which owns 35% of TowerCom
- Family interests of Mr. Lovett together hold 85% of membership interests
- Extensive executive management experience in the wireless infrastructure sector
- Has served on the board of over 20 private companies



David Olson
Executive Vice President

- Shareholder and EVP of TowerCom since 2016
- Senior tower executive - extensive entrepreneurial and management experience
- Former founder and CFO of Align Networks - built business to \$600mm of revenue over a 10-year period
- Served as executive, board member or advisor to companies across several sectors



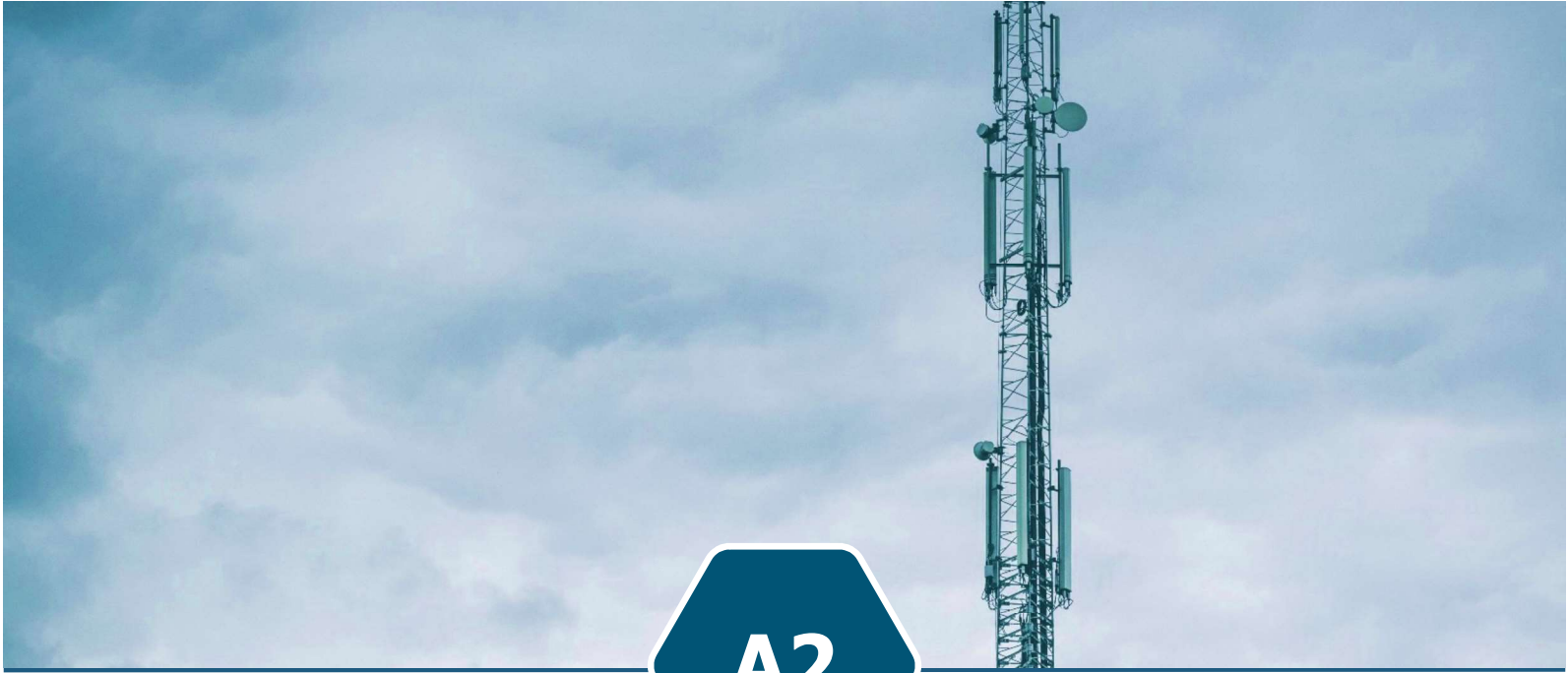
George Davis
Senior Vice President and Managing Partner

- Joined TowerCom in 2003 to oversee Gulf Coast operations and currently manages Florida, Gulf Coast and Carolinas markets
- 25+ years experience in the tower sector
- Developing towers in NC since 1996
- Highly active with State Wireless Association Programs in focus regions and previously served as President of the LA/MS chapter



Chip Bulloch
Senior Vice President and Managing Partner

- Joined TowerCom in 2011, currently manages 2 Partners covering 11 states
- 30+ years experience in the tower sector
- Developing towers in GA since 1992
- Expertise is in Site Acquisition and difficult to zone sites.



Build-to-Suit Operations and Experience

TOWERCOM

7

TowerCom's Competitive Advantage

Trusted tower builder with proven record of delivering quick and cost-effective tower builds and deep regional expertise

1
Established Business with Meaningful Scale Already Achieved

- Proven and efficient team, framework and systems
- Centralized functions enable enhanced efficiency and strategic oversight
- Decentralized leadership structure allows for responsiveness and local authority

2
Deep Relationships with Carriers

- Established MLA agreement structures with carriers
- Good insight into US carriers' regional development plans
- Solid working relationships with carriers help to ensure efficient transactions

3
Extensive Experience and Solid Market Reputation

- Extensive tower industry "know-how" developed over 30 years
- Expert operators trusted by carriers with industry-leading turnaround times
- Reputation as a highly-proficient and credible tower developer

4
Essential Local Market Knowledge and Experience

- Substantial regional/local market and regulatory knowledge
- Best-in-class in all facets of development (zoning, construction, maintenance)
- Ability to cater effectively to requirements of carriers, local municipalities and stakeholders due to expertise in complex tower builds

Infrastructure Overview

Extensive expertise building and wireless towers including more complex and stealth structures

Monopole/Unipole



- Avg. height: ~165 feet

Guyed



- Avg. height: ~360 feet

Self-Supported



- Avg. height: ~250 feet

Stealth Tower/Other



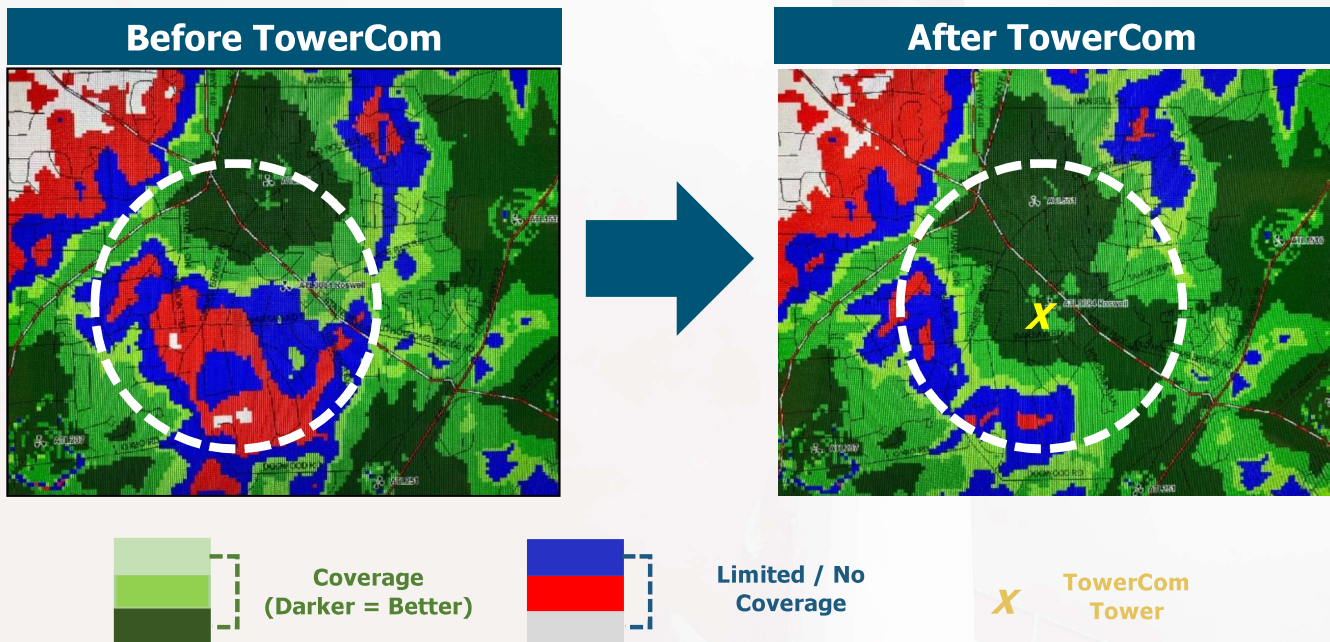
- Avg. height: ~110 feet

Team is experienced in all facets of tower development and construction including site identification and acquisition, zoning, site development, construction procurement, leasing, and site management

TowerCom Closes the Gaps

TowerCom solves critical carrier coverage and capacity issues

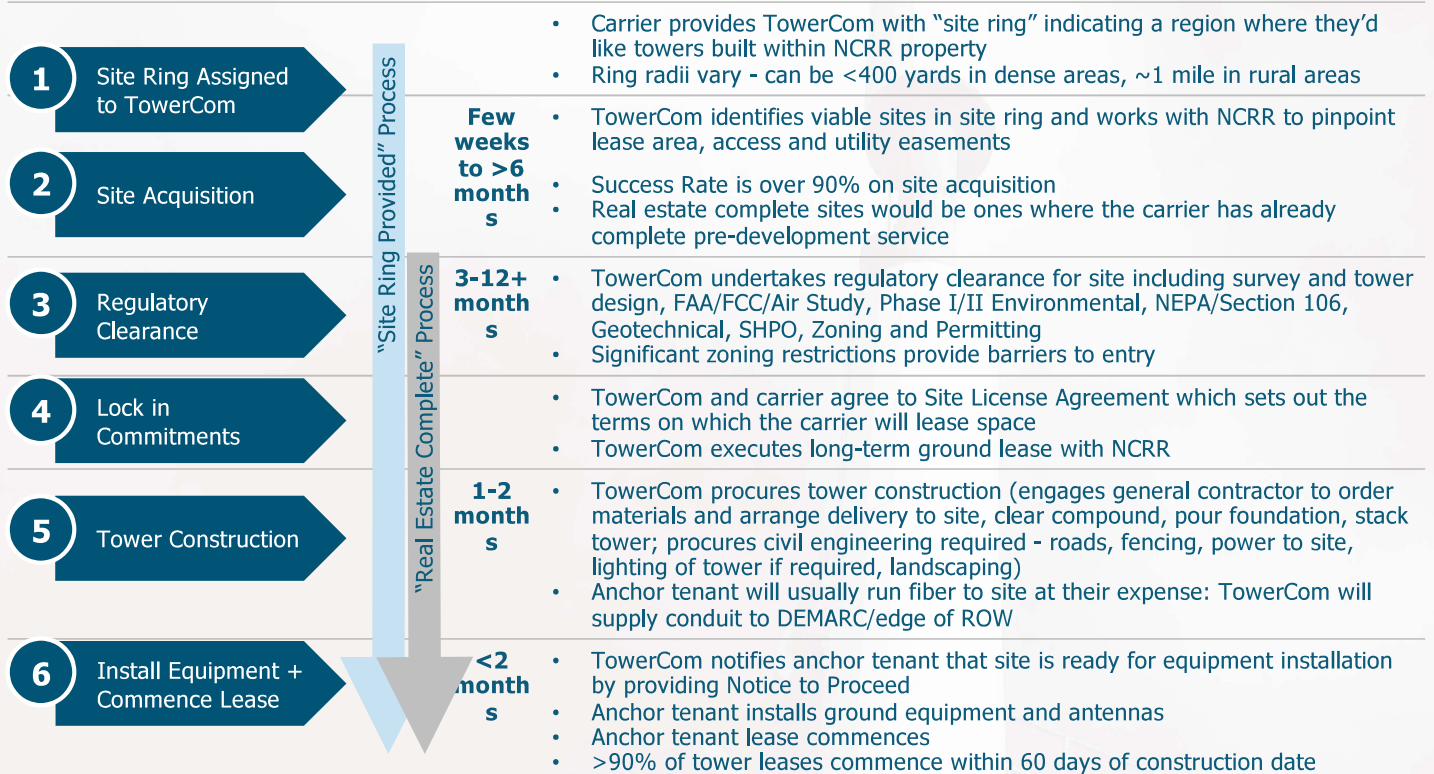
- Heat maps provided by the carrier depict a large dead-zone in the carrier's network within the dense suburban region of Roswell, GA
- TowerCom identified the optimal region and constructed a tower, thereby significantly reducing regions of limited / no coverage



Tower Build Process

Structured development process enabling efficient tower builds

- First in industry development timelines



TowerCom = Consistent Results

We build great sites when and where our clients need them!

- National company with a Regional focus.
- Ranked as one of the Top 20 tower companies in the US
- TowerCom project team has 98% zoning success rate.
- Impeccable reputation amongst our carrier clients. (references upon request)
- Verizon's largest BTS services provider from 2015-2022.
- One of three national BTS partners for Dish Wireless with unmatched relationships with the Dish team.
- Recent MLA with AT&T and access to their RMAP internal RF tower database. Allows for targeting of AT&T partner assets before rings are released.



TOWERCOM

12

Coastal Shores

TowerCom successfully resolved client’s major network gap on land with numerous deed and land development restrictions where siting and approval was extremely difficult

Land Description - Pine Knoll Shores, NC	TowerCom Solution
• Dense coastal vacation community on the Crystal Coast barrier islands containing golf course country club and numerous residential parcels • Land targeted stretched from Atlantic Beach to Emerald Isle • Area fully developed with no defined commercial nodes and all available property zoned residential • Land is on border of competing jurisdictions with adjoining cell sites being on municipal water tanks	• TowerCom undertook the following: • Option Analysis - careful review of land-use options resulted in conclusion that country club property was the only site with sufficient space for a tower • Ground Lease Negotiation - negotiated ground lease option and initiated plan to overcome deed restriction, over six months • Deed Amendment Negotiation - worked weekly with the golf course board of directors and outside counsel to pursue deed allowing for inclusion of tower site in the permitted uses • Stakeholder Location - located heirs of the Roosevelt family and property owners in vicinity to approve deed amendment • Stakeholder Assurance - undertook mail campaign and hosted signing events at country club to secure required signatures • Approval Attained - attained final approval and the restriction amended and recorded • TowerCom’s expertise and persistent efforts enabled the ground lease to be executed and allowed the Company to proceed with design and development for an extremely important client tower
Client Challenge	
• Client desperate to fill major network gap and offload capacity from nearby sites on water tanks • No suitable rooftop candidates • No free standing cell tower has ever been built on the particular island • Only viable candidate was the Crystal Coast Country Club however numerous restrictions encumbered the site: • Deed restrictions dated to 1930’s when Theodore Roosevelt’s family inherited the property • Restrictive covenants prohibiting any development other than residential and golf course-related • Additional restrictions on the removal of trees (maritime forest)	



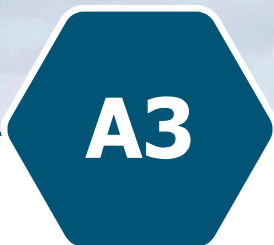
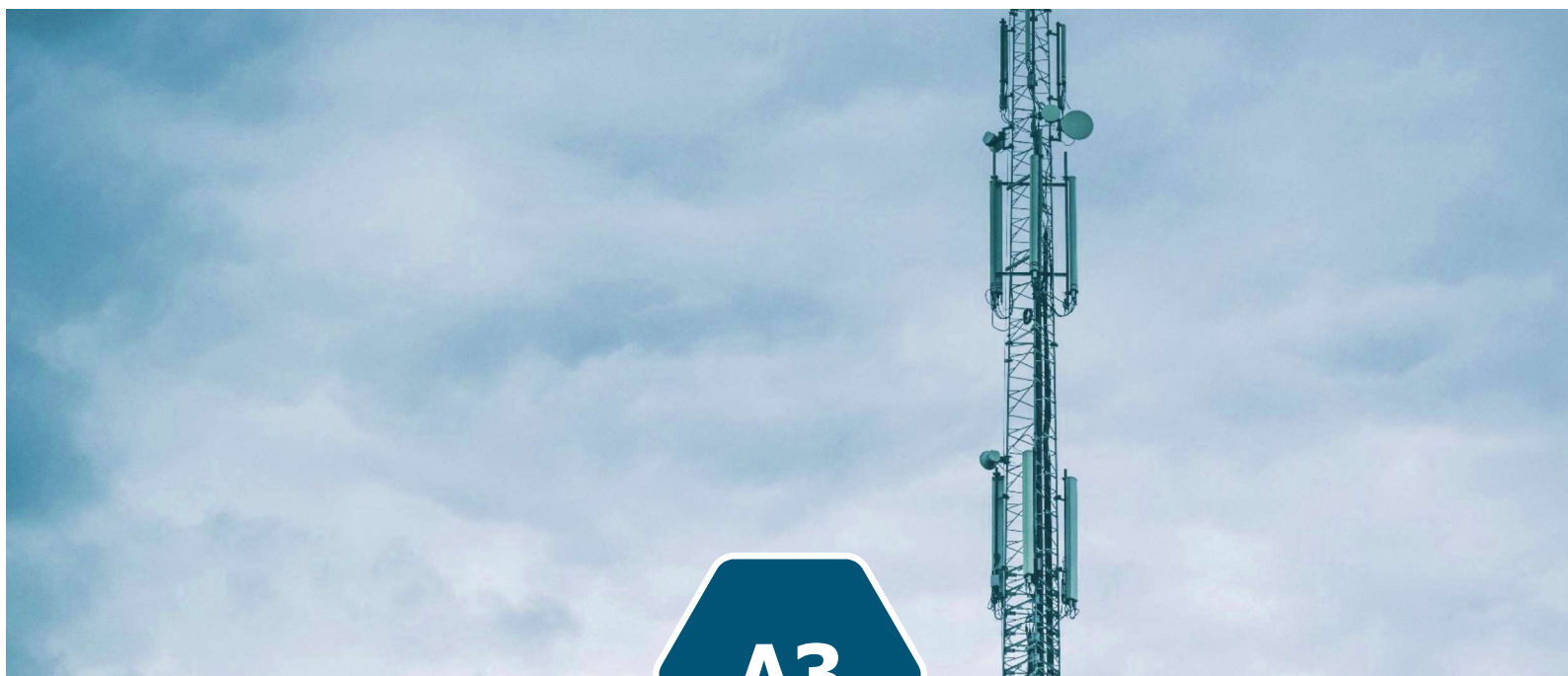
TOWERCOM

Battleground

With hands-on experience and vision, TowerCom successfully gained approval and built a 120-foot monopine tower on a highly-strategic site where carriers had been unable

Land Description – Greensboro, NC	TowerCom Solution	
Highly-dense commercial corridor in Greensboro’s urban core with particularly high traffic levels consisting of many small commercial lots flanked by dense residential	- TowerCom undertook the following: Option Analysis - careful review of options concluding that there was a property that would meet client’s requirements and suit a new tower, located in a newly-developed shopping plaza Detailed Site Investigation - after initial inquiries the only accessible positions within the property were a parking lot and in a retention pond. TowerCom made persistent efforts to investigate with the building department and discovered that the pond was due to be capped and closed following plaza development Stakeholder Assurance - worked with plaza developer and city to abandon retention pond as well as a cross-access easement Strategic Planning - developed strategy to procure construction of a tower to 100’ height limit on the pond site and put forward a “special use” application once the tower was built. Strategy allowed client to get tower in the air for launch of new retail outlet, minimize permitting time, and avoid publicity Successful Execution - granted approval on application to build 100’ tower, and successfully utilized an “eligible facilities” request to obtain “special use” permit approval for a 20’ extension Construction Procurement - construction and extension procured. TowerCom has two tenants on the tower with a third pending	
Client Challenge	- Site was sought after by at least two wireless carriers both having spent considerable time and effort to secure a viable location - Multiple carrier retail stores in immediate vicinity without good coverage and with new retail store opening within hundreds of feet the site earned their highest priority ranking in the market - Surrounding sites at capacity - TowerCom’s client had exhausted the site ring twice over a two-year period before awarding to TowerCom to secure a location - Targeted site zoning challenge due to height restrictions below that ideally desired (given proximity of dense residential)	

TOWERCOM



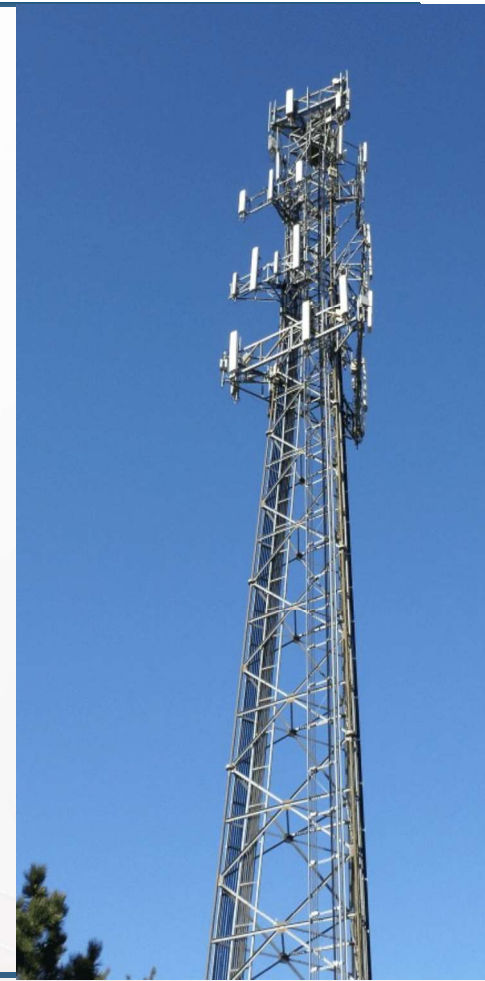
Proposed Terms

TOWERCOM

15

TowerCom - Terms

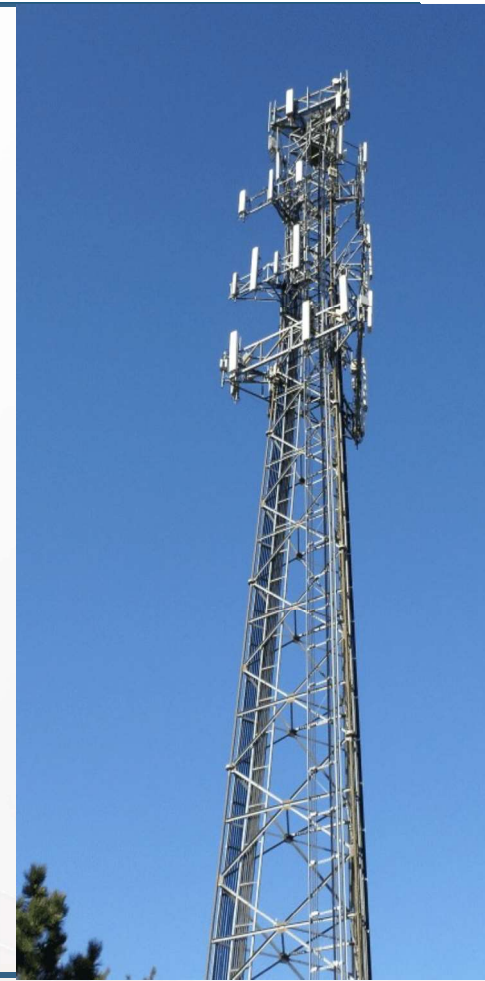
- 10-year initial term with (8) 5-year renewals
- Ground rent will be 50% of the gross carrier revenue of **ALL** carrier leases, current and future.
- Ground Rent Projections:
 - US Cellular: \$1,800.00 mo. with 1.5% annual increases
 - Verizon: \$1,850.00 mo. with 1.5%
 - AT&T rent: \$2,100.00 with 1.95%
 - T-Mobile rent: \$2,000.00 with 2%
 - **Ground Rent to Williams Bay with Four Tenants: \$3,875.00 mo.**
 - Future Tenant Rents split 50/50, Williams Bay /TowerCom
- Annual escalations: commensurate with wireless carrier's annual rent escalations.
- Bonus payments to Williams Bay of five (5) times the carrier monthly ground rent for each carrier lease signed within twelve (12) months of the signing of the Option and Ground Lease between TowerCom and the Village of Williams Bay.
- 250' self-support tower. Top 20' of the tower (230' – 250') reserved for Williams Bay equipment at no charge.
- 100' x 100' leased area / 75' x 80' fenced area. Williams Bay ground space of 15' x 15' reserved at no charge.
- TowerCom provides and pays for all pre-development design, permitting and construction.
- TowerCom is responsible for all monitoring and maintenance of the site.



TOWERCOM

TowerCom - References

- Matthew Hartley / Senior Manager Real Estate Network Engineering, Verizon Wireless – Georgia / Alabama / O 678 277 3612 / M 770 880 0649 / matthew.Hartley@verizonwireless.com
- Nathan Peterson / Senior Engineer Spec-Ntwk Reg/RE / Verizon Wireless – Georgia / Alabama. C 770-883-6792 / nathan.peterson3@verizonwireless.com
- Jim Nearen / Contracts | BTS | Site Advocacy / DISH Wireless L.L.C. / 5055 Bayou Dr., Orange Beach, AL 36561 / O: (303) 720-9713 / james.nearen@dish.com



TOWERCOM



TowerCom – William Bay Desktop Review

May 15, 2024

Please see the Desktop Review for the above referenced site. This is a proposed self-support tower that will be located on Village of Williams Bay property (PIN WA472200001 and PIN WWUP 00021).

Property Analysis:

1. The proposed tower premises will encompass two parcels.
 - a. PIN WA472200001 – Lease Area & Access/Utility easement.
 - b. PIN WWUP 00021 – Access/Utility easement.
2. The property is owned by the Village of Williams Bay
3. The property is Zoned AG (Zoning Map included below)

Zoning Analysis:

1. Wisconsin has a very well-defined Mobile Tower Siting State Statute.
2. This proposed tower will require a CUP/Plan Commission hearing.
 - a. Hearing within 90 days of completed application submission.
3. Application Fee of \$3,000 anticipated
4. Must allow for three (3) carriers.
 - a. Village is requiring more in the RFP.
5. Setbacks – 105% of tower height
 - a. **Fall Zone letters accepted per State Statute**
6. One (1) mile separation between towers
7. Landscaping may be required – Language is vague.
 - a. Due to the location of the tower, any landscaping requirement may be waived.
8. \$20,000 removal bond required.

A&E Analysis for RFP Zoning Drawings:

1. Edge will prepare a conceptual site plan for a 250' Self-Support tower with the following loading:
 - a. FAA height of 255'
 - b. Village of WB Rad Center 230' (20' space)
 - c. Show 5 other Generic Carrier Rad Centers (10' space)
 - i. 220'
 - ii. 205'
 - iii. 190'
 - iv. 175'
 - v. 160'
2. They will show the compound with the required Lease Space for UScellular, VZW, T-Mobile, AT&T as well as a 10' x 10' space for the Village.
 - a. They will also show as many other generic "Future" locations as possible (Dish, WISPs, etc.) – these will be a mix of 10' x 12' and 10' x 10' spaces.
3. **Note will be added that any Landscaping Requirements will be adhered to.**



Regulatory Analysis:

1. No Wetlands identified (map included below)
2. No Critical Habitats identified (Needs DNR verification)
3. No Historic Properties identified (map included below)
4. No Flood Plain Issues (map included below)
5. TOWAIR – FAA required for 230' overall height Structure (TOWAIR included below)
 - a. Closest Airport 4.11 Miles (Lake Lawn Airport)
 - b. Three other airports 7.25 Miles away
6. AM Study Analysis (included below)

Please let us know if there is any additional information you would like to see.

Regards

Shaun Hemsted

Director of Site Development

GSS, Inc.

Ph. 515-707-0137

Email: shemsted@gssmidwest.com



Zoning Map

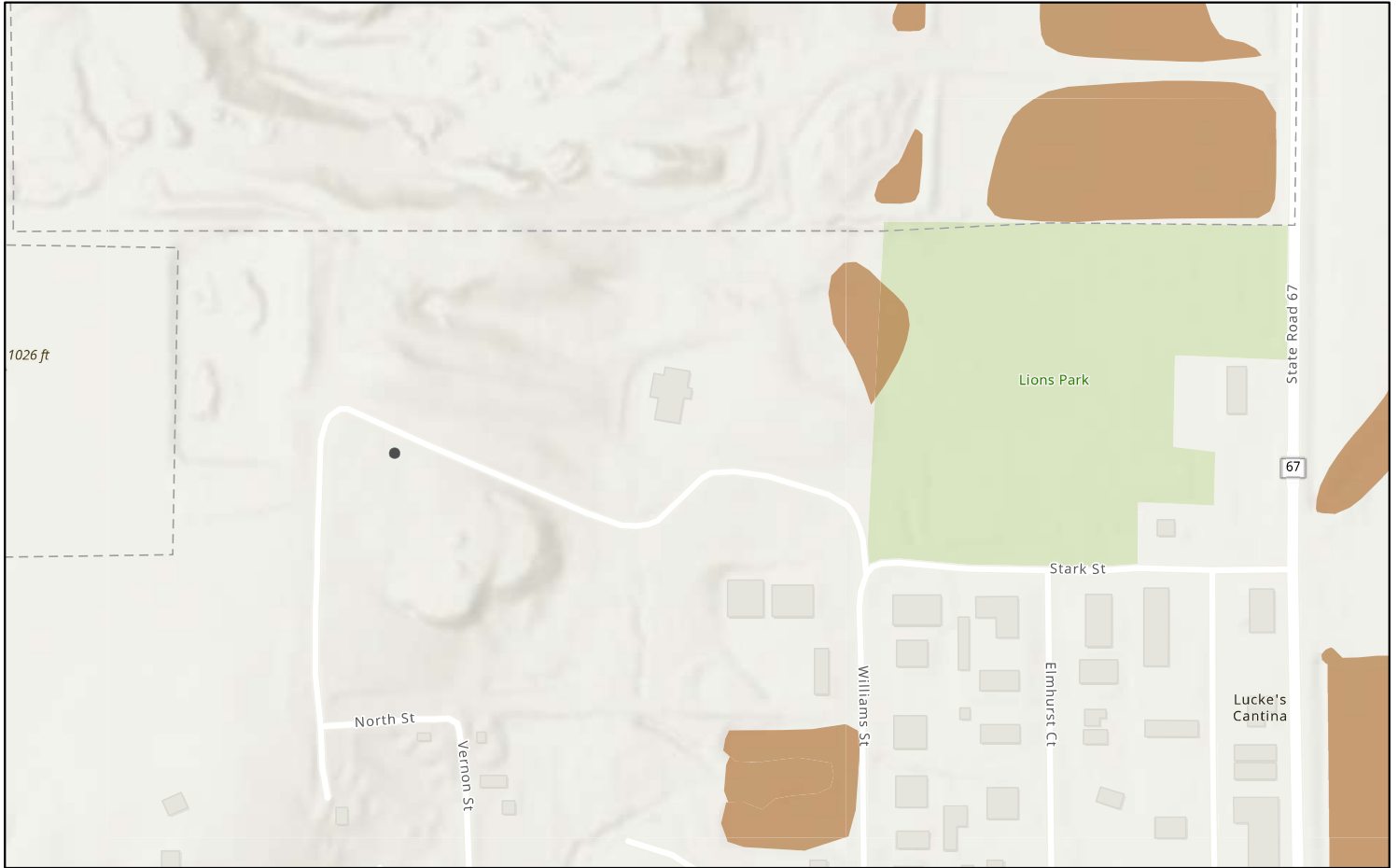
ZONING MAP

Village of Williams Bay, Wisconsin

Effective Date: May 15, 2017



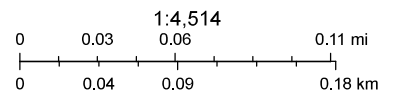
Williams Bay Wetlan Map



5/13/2024, 9:42:20 AM

USA Wetlands

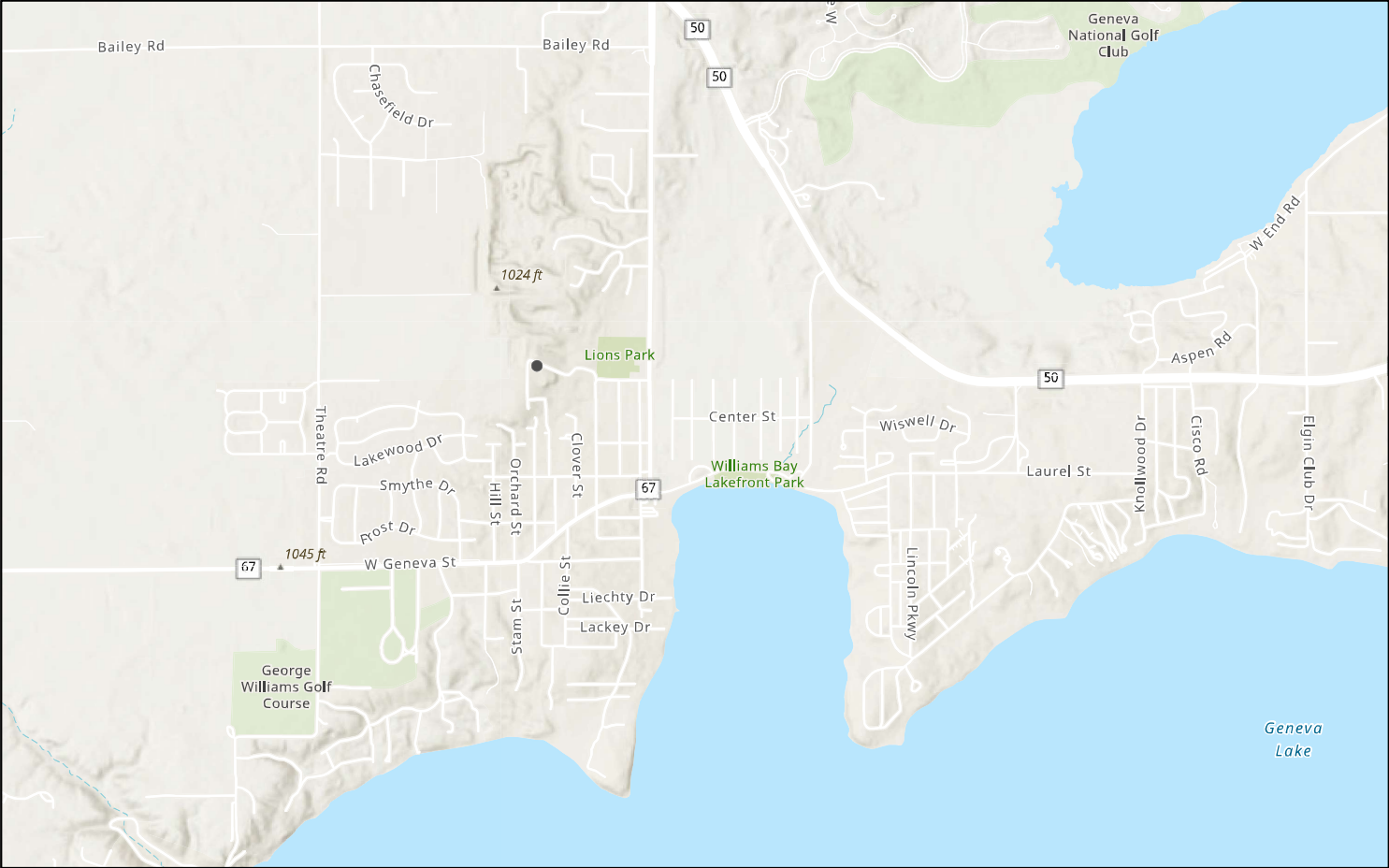
Palustrine



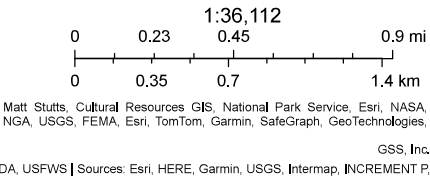
Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, GSS, Inc.

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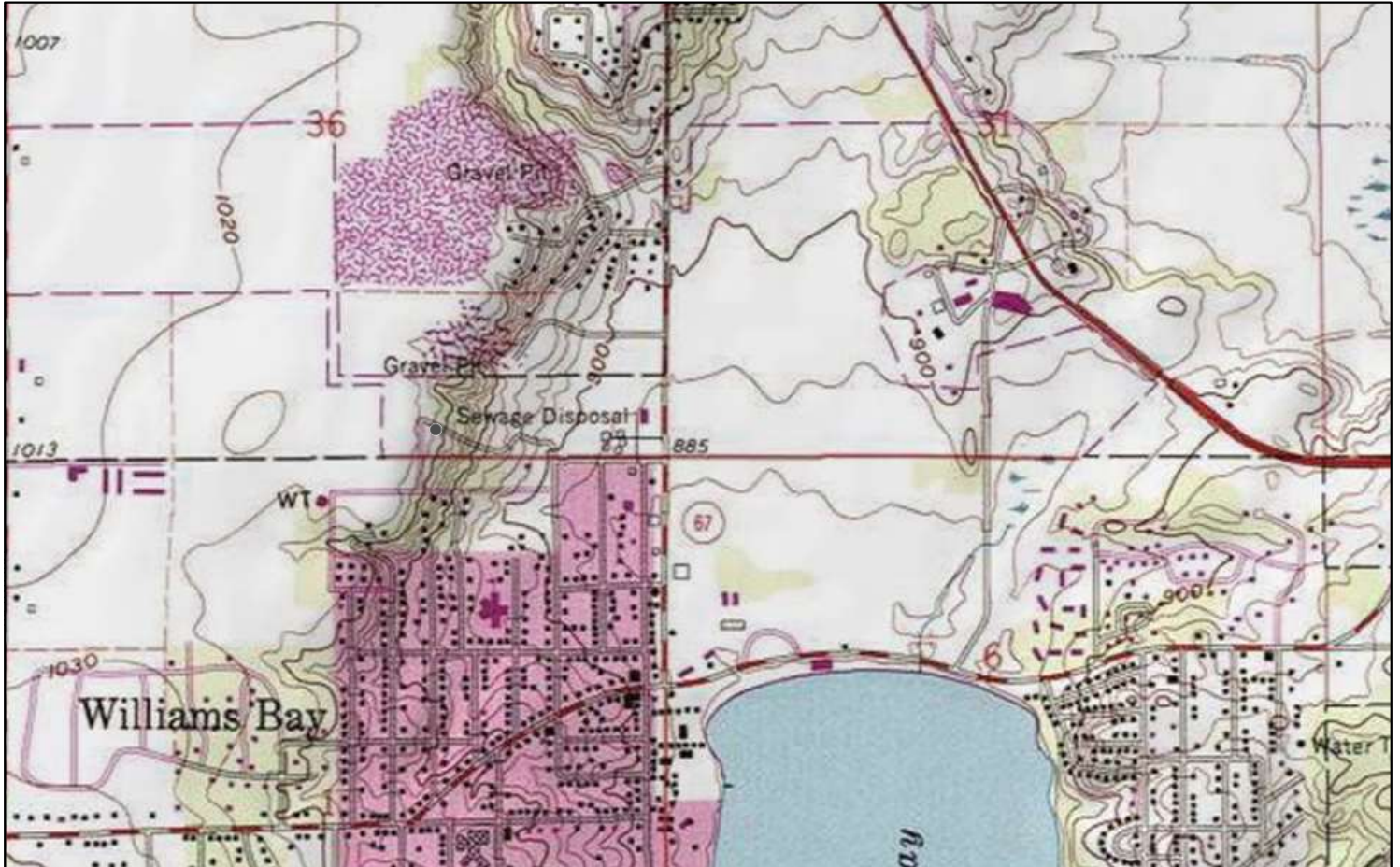
Williams Bay NHRP Map



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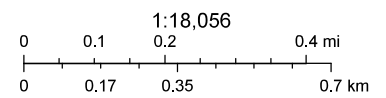


Williams Bay Topo Map



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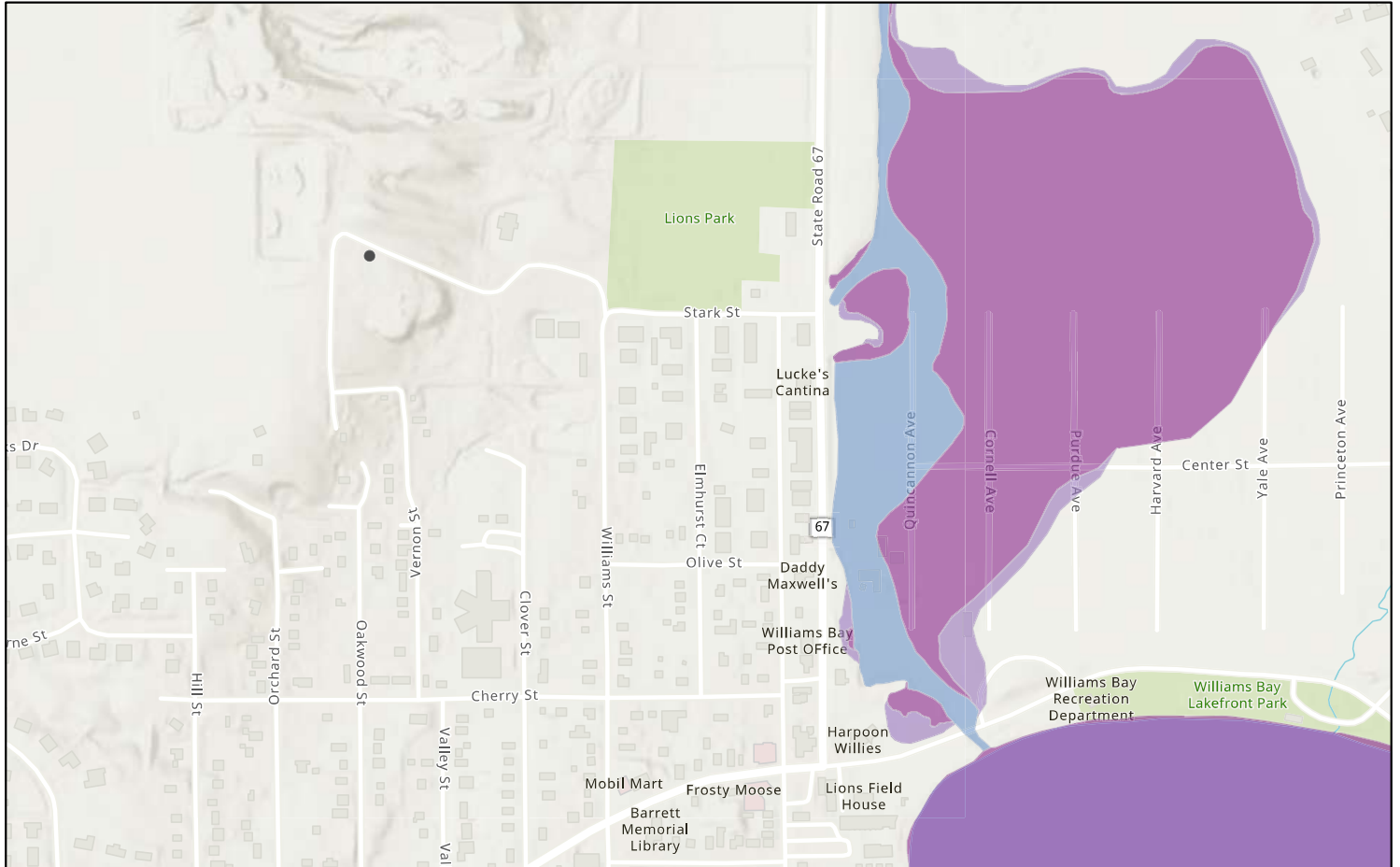
USA Topo Maps



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Williams Bay Flood Plain Map



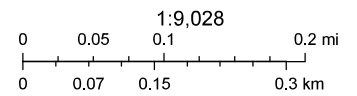
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USA Flood Hazard Areas

0.2% Annual Chance Flood Hazard

1% Annual Chance Flood Hazard

Regulatory Floodway



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TOWAIR Determination Results

*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R, Section 17.7 and 14 C.F.R, Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

This structures requires registration. The antenna structure is taller than 60.96 meters (200 feet) and does not meet the criteria for the 6.10-meter (20-foot) Rule exception.

Your Specifications

NAD83 Coordinates

Latitude	42-35-00,6 north
Longitude	088-32-51,6 west

Measurements (Meters)

Overall Structure Height (AGL)	70.1
Support Structure Height (AGL)	67.1
Site Elevation (AMSL)	306.6

Structure Type

LTOWER - Lattice Tower

[Tower Construction Notifications](#)

Notify Tribes and Historic Preservation Officers of your plans to build a tower,

CLOSE WINDOW

Site Name: Williams Bay

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (this "Agreement") is made this _____ day of _____, 2024, by and between **VILLAGE OF WILLIAMS BAY**, ("Optionor"), and **TOWERCOM V-B, LLC**, a Delaware limited liability company ("Optionee").

I. OPTION TO LEASE

1. **Grant of Option.** For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease ("Option") a certain parcel of real property, located at Williams Street at the approximate coordinates of 42.583505° latitude and -88.547670°, Williams Bay, Wisconsin in Walworth County ("Site") more particularly described on **Exhibit A** and on the survey or site plan attached hereto as **Exhibit B** ("Leased Premises"), together with non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Optionor's property, the location of said easements being shown on **Exhibit B** hereto ("Easements"). The easement rights herein granted include the right and authority of Optionee to grant or assign to third parties all or some of the easement rights granted to Optionee herein. Optionor agrees and acknowledges the Optionee may, at Optionee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easements, and that the legal description of the Leased Premises and the Easements, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easements.

2. **Option Term.** The term of this Option shall be for **twelve (12) months** from the date of this Agreement as first written above ("Option Term").

3. **Consideration for Option.** Consideration for the Option Term granted hereunder shall be **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)** ("Option Consideration").

5. **Optionor's Representations and Warranties.** As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:

(a) Optionor has good and marketable fee simple title to the Leased Premises and the Easements free and clear of all liens and encumbrances, other than those liens and encumbrances shown in the public records;

(b) Optionor has the authority to enter into, and be bound by, the terms of this Option without obtaining the consent of any third parties, as evidenced by the authority documents

required in connection with Optionee's title policy insuring Optionee's leasehold interest in the Leased Premises and the Easements including, without limitation, an owner's title affidavit, operating agreement, partnership or corporate resolutions, by-laws, or any other reasonable documentation required by the title company;

(c) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor, which may otherwise affect the Leased Premises and the Easements; and

(d) The Leased Premises and the Easements are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easements until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. **Liquidated Damages.** In the event of a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

7. **Inspections and Investigations.** Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easements at any time after the date of this Option to perform, or cause to be performed site inspections, which shall include, but not be limited to, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easements. Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises and the Easements if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easements in conducting these activities. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easements surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easements from the title insurance company of its choice. Optionor shall remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to mortgage the leasehold interest. In the event Optionor shall fail to cure any such defects, Optionee, at its election, may terminate this Option, and upon such termination, there shall be no further liability on the part of Optionee to Optionor hereunder.

8. **Further Acts.** Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easements and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental

authorities which applications relate to Optionee's intended use of the Leased Premises including, but not limited to, land use and zoning applications.

II. GROUND LEASE AGREEMENT

9. **Exercise of Option.** Upon the delivery of written notice by Optionee to Optionor of Optionee's exercise of the Option, the additional terms of this Section II - Ground Lease Agreement ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall hereafter be referred to as Lessee. The first day of the month following the date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

10. **Use.** The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time on the Leased Premises.

11. **Initial Term.** The term of this Lease shall be **ten (10) years** commencing on the Commencement Date, as that term is defined in Paragraph 9 herein, and terminating on the tenth (10th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the form attached hereto as **Exhibit C** evidencing the Commencement Date and other matters, shall be executed and recorded.

12. **Renewal Terms.** Lessee shall have the right to extend this Lease for **eight (8) additional five (5) year terms** (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least twelve (12) months prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

13. **Rent.** Commencing on the first day of the calendar month following the Commencement Date, during the Initial Term and each Renewal Term of this Lease, Lessee shall pay Lessor a monthly revenue sharing fee of Fifty Percent (50%) of the gross collected rent revenue for each Wireless Carrier, as hereinafter defined, that co-locates on the tower ("Rent"). Said payment shall be due and payable upon commencement of each such Wireless Carrier lease and receipt of each such Wireless Carrier's lease payment to Lessee. Partial months shall be pro-rated. Rent shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice of writing to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the date of termination (the "Termination Date") of this Lease is other than the

last day of a calendar month, Rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee. At Lessor's request, Lessee shall utilize direct deposit into Lessor's bank account with regard to Rent payments, and shall cooperate with Lessor in providing all requisite information to implement such direct deposit system. For the purpose of this paragraph, Wireless Carrier shall be defined as any cellular or PCS carrier such as T-Mobile, AT&T, Cingular, Verizon, and DISH Wireless. On or before May 31st of each year during the term of this Lease, Lessee agrees to provide Lessor with a report of the gross collected rent revenue received from each Wireless Carrier for the prior calendar year. The lease payment escalation in the four (4) Wireless Carrier leases shall be capped at one and one-half percent (1.5%) annually or ten percent (10%) for each 5-year renewal term.

14. **Lessor's Representation and Warranties.** Lessee intends to use the Leased Premises as a site for the transmission and receipt of wireless communication signals and for the construction and maintenance of towers, antennas or buildings and related facilities ("Intended Use"). Lessor represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises or the Easements which will interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

15. **Conditions Subsequent.** In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easements are, in Lessee's opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

16. **Interference.** Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

17. **Improvements Utilities: Access.**

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelters and related facilities, and security fencing (8 foot) (collectively the "Tower Facilities"). The Tower Facilities shall

remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. Lessee agrees to allow Lessor, at no cost to Lessor, to utilize the top twenty (20) feet of the communications tower containing approximately 15,000 square inches for its public service use together with ground area sufficient to provide such use.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including, but not limited to, the installation of emergency power generators). Lessee shall have the right to permanently place all necessary or required utilities, including, but not limited to, utility wires, poles, cables, fiber optic cable, conduits and pipes over, under, or along the Easements to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easements for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall have ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), at all times during this Lease, from the Leased Premises to an open and improved public road which presently exists, and which Easements shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easements in a free and open condition so that no interference is caused by Lessor, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easements. Lessor shall provide such access to the Leased Premises across Lessor's adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

18. **Termination.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties at law or equity, including an action for specific performance of any obligations hereunder); provided, that if the defaulting party

commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon one (1) year's advance written notice from Lessee to Lessor.

Upon the expiration or earlier termination of this Lease, the Tower Facilities must either, at Lessor's election, (i) be removed from the Leased Premises within ninety (90) days or (ii) remain on the Leased Premises and become the property of Lessor. All equipment installed by a Wireless Carrier on the Tower Facilities shall be removed within the 90-day period and shall not become the property of Lessor. If requested by Lessor, Lessee shall remove the underground foundations to not more than four (4) inches below grade. Any Tower Facilities remaining on the Leased Premises after the expiration or earlier termination of this Lease must be given to Lessor in good, safe and operable condition.

19. **Sublessee's Improvements.** Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to, antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easements as if said licensee or sublessee were the Lessee under this Lease.

20. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. In addition, Lessee shall pay any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises; provided that Lessor furnishes proof to Lessee that such increase directly resulted from Lessee's use of the Leased Premises. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easements, Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor hereby represents and warrants that Lessor's property on which the Leased Premises and Easements are located is not subject to any "Conservation Use Covenant," "Greenbelt Covenant," agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor's property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easements are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor

Site Name: Williams Bay

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (this “Agreement”) is made this _____ day of _____, 2024, by and between **VILLAGE OF WILLIAMS BAY**, (“Optionor”), and **TOWERCOM V-B, LLC**, a Delaware limited liability company (“Optionee”).

I. OPTION TO LEASE

1. **Grant of Option.** For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease (“Option”) a certain parcel of real property, located at Williams Street at the approximate coordinates of 42.583505° latitude and -88.547670°, Williams Bay, Wisconsin in Walworth County (“Site”) more particularly described on **Exhibit A** and on the survey or site plan attached hereto as **Exhibit B** (“Leased Premises”), together with non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Optionor’s property, the location of said easements being shown on **Exhibit B** hereto (“Easements”). The easement rights herein granted include the right and authority of Optionee to grant or assign to third parties all or some of the easement rights granted to Optionee herein. Optionor agrees and acknowledges the Optionee may, at Optionee’s sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easements, and that the legal description of the Leased Premises and the Easements, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easements.

2. **Option Term.** The term of this Option shall be for **twelve (12) months** from the date of this Agreement as first written above (“Option Term”).

3. **Consideration for Option.** Consideration for the Option Term granted hereunder shall be **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)** (“Option Consideration”).

5. **Optionor’s Representations and Warranties.** As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee’s successors and assigns that:

(a) Optionor has good and marketable fee simple title to the Leased Premises and the Easements free and clear of all liens and encumbrances, other than those liens and encumbrances shown in the public records;

(b) Optionor has the authority to enter into, and be bound by, the terms of this Option without obtaining the consent of any third parties, as evidenced by the authority documents

required in connection with Optionee's title policy insuring Optionee's leasehold interest in the Leased Premises and the Easements including, without limitation, an owner's title affidavit, operating agreement, partnership or corporate resolutions, by-laws, or any other reasonable documentation required by the title company;

(c) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor, which may otherwise affect the Leased Premises and the Easements; and

(d) The Leased Premises and the Easements are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easements until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. **Liquidated Damages.** In the event of a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

7. **Inspections and Investigations.** Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easements at any time after the date of this Option to perform, or cause to be performed site inspections, which shall include, but not be limited to, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easements. Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises and the Easements if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easements in conducting these activities. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easements surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easements from the title insurance company of its choice. Optionor shall remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to mortgage the leasehold interest. In the event Optionor shall fail to cure any such defects, Optionee, at its election, may terminate this Option, and upon such termination, there shall be no further liability on the part of Optionee to Optionor hereunder.

8. **Further Acts.** Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easements and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental

authorities which applications relate to Optionee's intended use of the Leased Premises including, but not limited to, land use and zoning applications.

II. GROUND LEASE AGREEMENT

9. **Exercise of Option.** Upon the delivery of written notice by Optionee to Optionor of Optionee's exercise of the Option, the additional terms of this Section II - Ground Lease Agreement ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall hereafter be referred to as Lessee. The first day of the month following the date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

10. **Use.** The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time on the Leased Premises.

11. **Initial Term.** The term of this Lease shall be **ten (10) years** commencing on the Commencement Date, as that term is defined in Paragraph 9 herein, and terminating on the tenth (10th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the form attached hereto as **Exhibit C** evidencing the Commencement Date and other matters, shall be executed and recorded.

12. **Renewal Terms.** Lessee shall have the right to extend this Lease for **eight (8) additional five (5) year terms** (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least twelve (12) months prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

13. **Rent.** Commencing on the first day of the calendar month following the Commencement Date, during the Initial Term and each Renewal Term of this Lease, Lessee shall pay Lessor a monthly revenue sharing fee of Fifty Percent (50%) of the gross collected rent revenue for each Wireless Carrier, as hereinafter defined, that co-locates on the tower ("Rent"). Said payment shall be due and payable upon commencement of each such Wireless Carrier lease and receipt of each such Wireless Carrier's lease payment to Lessee. Partial months shall be pro-rated. Rent shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice of writing to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the date of termination (the "Termination Date") of this Lease is other than the

last day of a calendar month, Rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee. At Lessor's request, Lessee shall utilize direct deposit into Lessor's bank account with regard to Rent payments, and shall cooperate with Lessor in providing all requisite information to implement such direct deposit system. For the purpose of this paragraph, Wireless Carrier shall be defined as any cellular or PCS carrier such as T-Mobile, AT&T, Cingular, Verizon, and DISH Wireless. On or before May 31st of each year during the term of this Lease, Lessee agrees to provide Lessor with a report of the gross collected rent revenue received from each Wireless Carrier for the prior calendar year. The lease payment escalation in the four (4) Wireless Carrier leases shall be capped at one and one-half percent (1.5%) annually or ten percent (10%) for each 5-year renewal term.

14. **Lessor's Representation and Warranties.** Lessee intends to use the Leased Premises as a site for the transmission and receipt of wireless communication signals and for the construction and maintenance of towers, antennas or buildings and related facilities ("Intended Use"). Lessor represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises or the Easements which will interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

15. **Conditions Subsequent.** In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easements are, in Lessee's opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

16. **Interference.** Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

17. **Improvements Utilities: Access.**

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelters and related facilities, and security fencing (8 foot) (collectively the "Tower Facilities"). The Tower Facilities shall

remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. Lessee agrees to allow Lessor, at no cost to Lessor, to utilize the top twenty (20) feet of the communications tower containing approximately 15,000 square inches for its public service use together with ground area sufficient to provide such use.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including, but not limited to, the installation of emergency power generators). Lessee shall have the right to permanently place all necessary or required utilities, including, but not limited to, utility wires, poles, cables, fiber optic cable, conduits and pipes over, under, or along the Easements to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easements for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall have ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), at all times during this Lease, from the Leased Premises to an open and improved public road which presently exists, and which Easements shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easements in a free and open condition so that no interference is caused by Lessor, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easements. Lessor shall provide such access to the Leased Premises across Lessor's adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

18. **Termination.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties at law or equity, including an action for specific performance of any obligations hereunder); provided, that if the defaulting party

commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon one (1) year's advance written notice from Lessee to Lessor.

Upon the expiration or earlier termination of this Lease, the Tower Facilities must either, at Lessor's election, (i) be removed from the Leased Premises within ninety (90) days or (ii) remain on the Leased Premises and become the property of Lessor. All equipment installed by a Wireless Carrier on the Tower Facilities shall be removed within the 90-day period and shall not become the property of Lessor. If requested by Lessor, Lessee shall remove the underground foundations to not more than four (4) inches below grade. Any Tower Facilities remaining on the Leased Premises after the expiration or earlier termination of this Lease must be given to Lessor in good, safe and operable condition.

19. **Sublessee's Improvements.** Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to, antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easements as if said licensee or sublessee were the Lessee under this Lease.

20. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. In addition, Lessee shall pay any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises; provided that Lessor furnishes proof to Lessee that such increase directly resulted from Lessee's use of the Leased Premises. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easements, Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor hereby represents and warrants that Lessor's property on which the Leased Premises and Easements are located is not subject to any "Conservation Use Covenant," "Greenbelt Covenant," agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor's property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easements are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor

does hereby covenant and agree to indemnify and hold Lessee forever harmless from any and all liabilities, claims, demands, actions or causes of action arising from or relating to a breach of any such covenants, whether such breach occurs because of the erection of the Tower Facilities on the Leased Premises or otherwise.

21. **Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee.

22. **Condemnation.** If a condemning authority takes all of the Leased Premises or Easements, or a portion sufficient in Lessee's determination to render the Leased Premises or the Easements, in the sole opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises and Easements, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its leasehold interest in the Premises and the value of its Tower Facilities, together with moving expenses, prepaid rent and business dislocation and relocation expenses. A sale of all or part of the Leased Premises and/or Easements to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

23. **Insurance.** During the term of this Lease, Lessee shall obtain and maintain the following insurance coverages and limits at its sole cost and expense:

(a) **Commercial General Liability Insurance.** Lessee shall maintain commercial general public liability insurance written on ISO form CG 00 01 or its substantial equivalent, covering bodily injury and property damage liability with a combined single limit of \$2,000,000 per occurrence and in the aggregate combined single limit coverage as protection against liability claims occurring on or about the Leased Premises or growing out of the use and occupancy of the Leased Premises.

(b) **Contractor's Workers Compensation Insurance.** Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction of the Tower Facilities to procure and maintain, statutory worker's compensation and employer's liability insurance during the term of its construction contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (i) \$1,000,000.00 each accident-bodily injury by disease, (ii) \$1,000,000.00 policy limit-bodily injury by accident and (iii) \$1,000,000.00 each disease-bodily injury by disease. Lower limits are satisfactory as long as a \$1,000,000.00 Umbrella/Excess Liability Policy is in effect. Lessee shall provide at least thirty (30) days prior written notice to Lessor (ten [10] days' notice shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced prior to cancellation. A certificate evidencing such coverage shall be provided to Lessee and Lessor or, if such insurance is provided by a private carrier, a completed certificate of insurance on an ACORD form shall be provided to Lessee and Lessor from each contractor

entering into a construction contract for the Tower Facilities. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to furnish similar worker's compensation insurance.

(c) Lessor shall be named an additional insured on said insurance policies by endorsement. Upon request by Lessor, Lessee shall provide Lessor a certificate of insurance (COI) for the insurance coverages required hereunder. All of the above insurance shall be secured from companies licensed to do business in the State of Wisconsin and with an A.M. Best rating of A+ or better. Lessee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing law, permit conditions or this Lease. The limits of coverage under each insurance policy maintained by Lessee shall not be interpreted as limiting the Lessee's liability and obligations under this Lease.

24. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sublessees. The foregoing indemnity shall survive any termination of this Lease.

25. **Lessor's Environmental Representation and Indemnity.** Lessor represents and warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises and the Easements prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses; including, without limitation, penalties and reasonable attorneys' fees, incurred or suffered by or asserted against Lessee, arising out of or in any way relating to any one or more of the following which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from

the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including, but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive any termination of this Lease.

26. **Indemnification.** Lessee shall indemnify and save harmless Lessor, its officers, employees and agents, from and against any and all claims, liabilities, loss or damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises and Easements resulting from any act(s) or omissions(s) of Lessee, or Lessee's officers, agents, servants or employees. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the willful misconduct or negligence of Lessor. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

27. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the party at the addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

As to Lessor: Village of Williams Bay
Attention: _____
250 Williams Street
Williams Bay, Wisconsin 53191
Phone: _____
E-mail address: _____

As to Lessee : TowerCom V-B, LLC
Attn: Chip Bulloch, Vice President
241 Atlantic Blvd., Suite 201
Neptune Beach, Florida 32266
Phone: (904) 880-8887
E-mail address: cbulloch@towercomenterprises.com

28. **Title and Quiet Enjoyment.** Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage, including attorneys' fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct.

29. **Subordination and Non-Disturbance.** This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises and Easements, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises and Easements, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises and Easements in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Leased Premises and/or Easements are encumbered by a Mortgage on the date of the exercise of the Option, Lessor promptly shall obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

30. **Assignments and Subleases.**

(a) Lessee may mortgage or grant a security interest in Lessee's leasehold estate and the Tower Facilities, and may make a conditional assignment of this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee, and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason as provided for in Paragraph 18 herein, Lessor will give the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Leased Premises during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

(b) Lessee shall have the right, upon written notice to Lessor, to sublease or assign its rights under this Lease. Any such sublease or assignment shall be subject to all terms and conditions of this Lease. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Lease.

31. **Successors and Assigns.** This Lease shall run with the Leased Premises described on **Exhibit A** and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

32. **Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

33. **Waiver of Incidental and Consequential Damages.** Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easements by Lessee.

34. **Lessee's Exclusivity.** Lessor agrees not to lease any of Lessor's property within a radius of two (2) miles from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

35. **No Bifurcation of Lessor's Estate/Assignment of Lease.** Without Lessee's prior written consent, Lessor shall not, directly or indirectly, assign its right in this Lease or the Rent or any rights hereunder, or sell any easement or interest the Leased Premises, except in connection with conveyance of fee simple title to the Site.

36. **ROFR.** If at any time during the term of this Lease, Lessor receives a bona fide written offer from company in the business of owning or developing telecommunication sites (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent or the Leased Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to Lessor executing the contract under such Offer. Lessee shall have the right, at Lessee's option, to either extend the term of this Lease for a period of ninety-nine (99) years or obtain a permanent, exclusive easement in the location of the Leased Premises, which will continue to include the appurtenant non-exclusive Easements for access and utilities granted in this Lease, for substantially the same financial terms described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice of the Offer to exercise this right of first refusal by notifying Lessor in writing. If Lessee has not responded to Lessor's notice in writing within such 30-day period, the Offer is deemed rejected.

37. **Certifications.** Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

38. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this option and ground lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(c) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(d) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(e) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(f) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the Easements, and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(g) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessor agrees that the terms of this Lease shall be strictly confidential and that Lessor shall not disclose any of the terms hereof to any third party, except with Lessee's prior written consent. Notwithstanding the foregoing, Lessor is permitted to disclose the terms of this Lease to its attorneys, financial consultants, accountants and lenders.

(i) Whenever under this Lease the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LESSOR:

Village of Williams Bay

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:

TowerCom V-B, LLC,
a Delaware limited liability company

By: _____

Paul M. Bulloch, Jr.
Vice President

Date: _____

EXHIBIT A

Description of Leased Premises and Easements

A **100' by 100'** parcel of land for the tower compound being located around the base of the tower, together with a 30-foot wide non-exclusive easement for access and utilities, and, if required, a 10-foot wide non-exclusive easement for utilities all being a portion of the Site. The legal description of the Leased Premises and Easements shall be determined by survey and shall thereafter replace this **Exhibit A**.

Tax Parcel I.D. # of parent tract: _____

Physical Address of parent tract: approximate coordinates of 42.583505° latitude and -88.547670°

Optionor acknowledges and agrees that if the governmental authority requires a landscaped buffer be leased or maintained around the Leased Premises, then (1) the survey will show such additional area and (2) the Lease will be deemed to include such buffer area either within the Premises or as an appurtenant easement to the Premises, based on the applicable governmental requirements.

EXHIBIT B

Survey or Site Plan

Location of the Leased Premises and Easements shall be determined by survey, and upon completion, shall replace this **Exhibit B**.

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

Prepared by and return to:

Holt Ney Zatcoff & Wasserman, LLP
Brian P. Cain, Esq.
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339

Site Name: Williams Bay

MEMORANDUM OF LEASE

This Memorandum of Lease is made on _____, 202__, by and between _____, a _____, as Lessor, whose address is _____, and **TOWERCOM V-B, LLC**, a Delaware limited liability company, as Lessee, whose address is 241 Atlantic Boulevard, Suite 201, Neptune Beach, Florida 32266.

1. Lessor and Lessee are parties to an Option and Ground Lease Agreement dated as of _____, 202__ (the "Lease Agreement"); the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease Agreement are located in _____ **County**, _____, as more fully described in the legal description attached hereto as **Exhibit A** ("Leased Premises").
2. Pursuant to the Lease Agreement, the Lessor has granted, and by these presents does grant, to the Lessee non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Lessor's property, the location of said easements being shown on **Exhibit B** hereto (the "Easements"). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.
3. The Lease Agreement provides for an initial term of ten (10) years and eight (8) additional five (5) year terms, which shall occur automatically unless Lessee delivers written notice of intent not to renew to Lessor at least twelve (12) months prior to the expiration of the initial term, or the renewal term then in effect.
4. The Lease Agreement provides that during the term of the Lease Agreement neither Lessor nor any tenant or person or entity claiming by or through Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower, or operate

an antenna site leasing business which competes directly or indirectly with Lessee on the lands of Lessor within a radius of two (2) miles of the Leased Premises.

5. The Lease Agreement also provides that, without Lessee's prior written consent, Lessor shall not, directly or indirectly, assign its right in the Lease Agreement or the rent or any rights thereunder, or sell any easement or interest in the Leased Premises, except in connection with conveyance of fee simple title to the Site.

6. If at any time during the term of this Lease, Lessor receives a bona fide written offer from company in the business of owning or developing telecommunication sites (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent or the Leased Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to Lessor executing the contract under such Offer. Lessee shall have the right, at Lessee's option, to either extend the term of this Lease for a period of ninety-nine (99) years or obtain a permanent, exclusive easement in the location of the Leased Premises, which will continue to include the appurtenant non-exclusive Easements for access and utilities granted in this Lease, for substantially the same financial terms described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice of the Offer to exercise this right of first refusal by notifying Lessor in writing. If Lessee has not responded to Lessor's notice in writing within such 30-day period, the Offer is deemed rejected.

[a separate form of memorandum shall be signed by the parties]

does hereby covenant and agree to indemnify and hold Lessee forever harmless from any and all liabilities, claims, demands, actions or causes of action arising from or relating to a breach of any such covenants, whether such breach occurs because of the erection of the Tower Facilities on the Leased Premises or otherwise.

21. **Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee.

22. **Condemnation.** If a condemning authority takes all of the Leased Premises or Easements, or a portion sufficient in Lessee's determination to render the Leased Premises or the Easements, in the sole opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises and Easements, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its leasehold interest in the Premises and the value of its Tower Facilities, together with moving expenses, prepaid rent and business dislocation and relocation expenses. A sale of all or part of the Leased Premises and/or Easements to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

23. **Insurance.** During the term of this Lease, Lessee shall obtain and maintain the following insurance coverages and limits at its sole cost and expense:

(a) **Commercial General Liability Insurance.** Lessee shall maintain commercial general public liability insurance written on ISO form CG 00 01 or its substantial equivalent, covering bodily injury and property damage liability with a combined single limit of \$2,000,000 per occurrence and in the aggregate combined single limit coverage as protection against liability claims occurring on or about the Leased Premises or growing out of the use and occupancy of the Leased Premises.

(b) **Contractor's Workers Compensation Insurance.** Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction of the Tower Facilities to procure and maintain, statutory worker's compensation and employer's liability insurance during the term of its construction contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (i) \$1,000,000.00 each accident-bodily injury by disease, (ii) \$1,000,000.00 policy limit-bodily injury by accident and (iii) \$1,000,000.00 each disease-bodily injury by disease. Lower limits are satisfactory as long as a \$1,000,000.00 Umbrella/Excess Liability Policy is in effect. Lessee shall provide at least thirty (30) days prior written notice to Lessor (ten [10] days' notice shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced prior to cancellation. A certificate evidencing such coverage shall be provided to Lessee and Lessor or, if such insurance is provided by a private carrier, a completed certificate of insurance on an ACORD form shall be provided to Lessee and Lessor from each contractor

entering into a construction contract for the Tower Facilities. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to furnish similar worker's compensation insurance.

(c) Lessor shall be named an additional insured on said insurance policies by endorsement. Upon request by Lessor, Lessee shall provide Lessor a certificate of insurance (COI) for the insurance coverages required hereunder. All of the above insurance shall be secured from companies licensed to do business in the State of Wisconsin and with an A.M. Best rating of A+ or better. Lessee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing law, permit conditions or this Lease. The limits of coverage under each insurance policy maintained by Lessee shall not be interpreted as limiting the Lessee's liability and obligations under this Lease.

24. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sublessees. The foregoing indemnity shall survive any termination of this Lease.

25. **Lessor's Environmental Representation and Indemnity.** Lessor represents and warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises and the Easements prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses; including, without limitation, penalties and reasonable attorneys' fees, incurred or suffered by or asserted against Lessee, arising out of or in any way relating to any one or more of the following which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from

the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including, but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive any termination of this Lease.

26. **Indemnification.** Lessee shall indemnify and save harmless Lessor, its officers, employees and agents, from and against any and all claims, liabilities, loss or damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises and Easements resulting from any act(s) or omissions(s) of Lessee, or Lessee's officers, agents, servants or employees. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the willful misconduct or negligence of Lessor. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

27. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the party at the addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

As to Lessor: Village of Williams Bay
Attention: _____
250 Williams Street
Williams Bay, Wisconsin 53191
Phone: _____
E-mail address: _____

As to Lessee : TowerCom V-B, LLC
Attn: Chip Bulloch, Vice President
241 Atlantic Blvd., Suite 201
Neptune Beach, Florida 32266
Phone: (904) 880-8887
E-mail address: cbulloch@towercomenterprises.com

28. **Title and Quiet Enjoyment.** Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage, including attorneys' fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct.

29. **Subordination and Non-Disturbance.** This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises and Easements, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises and Easements, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises and Easements in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Leased Premises and/or Easements are encumbered by a Mortgage on the date of the exercise of the Option, Lessor promptly shall obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

30. **Assignments and Subleases.**

(a) Lessee may mortgage or grant a security interest in Lessee's leasehold estate and the Tower Facilities, and may make a conditional assignment of this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee, and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason as provided for in Paragraph 18 herein, Lessor will give the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Leased Premises during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

(b) Lessee shall have the right, upon written notice to Lessor, to sublease or assign its rights under this Lease. Any such sublease or assignment shall be subject to all terms and conditions of this Lease. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Lease.

31. **Successors and Assigns.** This Lease shall run with the Leased Premises described on **Exhibit A** and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

32. **Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

33. **Waiver of Incidental and Consequential Damages.** Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easements by Lessee.

34. **Lessee's Exclusivity.** Lessor agrees not to lease any of Lessor's property within a radius of two (2) miles from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

35. **No Bifurcation of Lessor's Estate/Assignment of Lease.** Without Lessee's prior written consent, Lessor shall not, directly or indirectly, assign its right in this Lease or the Rent or any rights hereunder, or sell any easement or interest the Leased Premises, except in connection with conveyance of fee simple title to the Site.

36. **ROFR.** If at any time during the term of this Lease, Lessor receives a bona fide written offer from company in the business of owning or developing telecommunication sites (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent or the Leased Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to Lessor executing the contract under such Offer. Lessee shall have the right, at Lessee's option, to either extend the term of this Lease for a period of ninety-nine (99) years or obtain a permanent, exclusive easement in the location of the Leased Premises, which will continue to include the appurtenant non-exclusive Easements for access and utilities granted in this Lease, for substantially the same financial terms described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice of the Offer to exercise this right of first refusal by notifying Lessor in writing. If Lessee has not responded to Lessor's notice in writing within such 30-day period, the Offer is deemed rejected.

37. **Certifications.** Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

38. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this option and ground lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(c) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(d) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(e) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(f) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the Easements, and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(g) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessor agrees that the terms of this Lease shall be strictly confidential and that Lessor shall not disclose any of the terms hereof to any third party, except with Lessee's prior written consent. Notwithstanding the foregoing, Lessor is permitted to disclose the terms of this Lease to its attorneys, financial consultants, accountants and lenders.

(i) Whenever under this Lease the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LESSOR:

Village of Williams Bay

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:

TowerCom V-B, LLC,
a Delaware limited liability company

By: _____

Paul M. Bulloch, Jr.
Vice President

Date: _____

EXHIBIT A

Description of Leased Premises and Easements

A **100' by 100'** parcel of land for the tower compound being located around the base of the tower, together with a 30-foot wide non-exclusive easement for access and utilities, and, if required, a 10-foot wide non-exclusive easement for utilities all being a portion of the Site. The legal description of the Leased Premises and Easements shall be determined by survey and shall thereafter replace this **Exhibit A**.

Tax Parcel I.D. # of parent tract: _____

Physical Address of parent tract: approximate coordinates of 42.583505° latitude and -88.547670°

Optionor acknowledges and agrees that if the governmental authority requires a landscaped buffer be leased or maintained around the Leased Premises, then (1) the survey will show such additional area and (2) the Lease will be deemed to include such buffer area either within the Premises or as an appurtenant easement to the Premises, based on the applicable governmental requirements.

EXHIBIT B

Survey or Site Plan

Location of the Leased Premises and Easements shall be determined by survey, and upon completion, shall replace this **Exhibit B**.

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

Prepared by and return to:

Holt Ney Zatcoff & Wasserman, LLP
Brian P. Cain, Esq.
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339

Site Name: Williams Bay

MEMORANDUM OF LEASE

This Memorandum of Lease is made on _____, 202__, by and between _____, a _____, as Lessor, whose address is _____, and **TOWERCOM V-B, LLC**, a Delaware limited liability company, as Lessee, whose address is 241 Atlantic Boulevard, Suite 201, Neptune Beach, Florida 32266.

1. Lessor and Lessee are parties to an Option and Ground Lease Agreement dated as of _____, 202__ (the "Lease Agreement"); the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease Agreement are located in _____ **County**, _____, as more fully described in the legal description attached hereto as **Exhibit A** ("Leased Premises").
2. Pursuant to the Lease Agreement, the Lessor has granted, and by these presents does grant, to the Lessee non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Lessor's property, the location of said easements being shown on **Exhibit B** hereto (the "Easements"). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.
3. The Lease Agreement provides for an initial term of ten (10) years and eight (8) additional five (5) year terms, which shall occur automatically unless Lessee delivers written notice of intent not to renew to Lessor at least twelve (12) months prior to the expiration of the initial term, or the renewal term then in effect.
4. The Lease Agreement provides that during the term of the Lease Agreement neither Lessor nor any tenant or person or entity claiming by or through Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower, or operate

an antenna site leasing business which competes directly or indirectly with Lessee on the lands of Lessor within a radius of two (2) miles of the Leased Premises.

5. The Lease Agreement also provides that, without Lessee's prior written consent, Lessor shall not, directly or indirectly, assign its right in the Lease Agreement or the rent or any rights thereunder, or sell any easement or interest in the Leased Premises, except in connection with conveyance of fee simple title to the Site.

6. If at any time during the term of this Lease, Lessor receives a bona fide written offer from company in the business of owning or developing telecommunication sites (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent or the Leased Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to Lessor executing the contract under such Offer. Lessee shall have the right, at Lessee's option, to either extend the term of this Lease for a period of ninety-nine (99) years or obtain a permanent, exclusive easement in the location of the Leased Premises, which will continue to include the appurtenant non-exclusive Easements for access and utilities granted in this Lease, for substantially the same financial terms described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice of the Offer to exercise this right of first refusal by notifying Lessor in writing. If Lessee has not responded to Lessor's notice in writing within such 30-day period, the Offer is deemed rejected.

[a separate form of memorandum shall be signed by the parties]

Certificate of AM Regulatory Compliance

Site Name Williams Bay
Location N42-35-0.62 W88-32-51.61
Client TowerCom
Certification Date 5/13/2024

According to the Federal Communications Commission (FCC) Rules and Regulations,

*§1 Subpart AA. Disturbance of AM broadcast station antenna patterns
Part §1.30000 Purpose.

This rule protects the operations of AM broadcast stations from nearby tower construction that may distort the AM antenna patterns. All parties holding or applying for Commission authorizations that propose to construct or make a significant modification to an antenna tower or support structure in the immediate vicinity of an AM antenna, or propose to install an antenna on an AM tower, are responsible for completing the analysis and notice process described in this subpart, and for taking any measures necessary to correct disturbances of the AM radiation pattern, if such disturbances occur as a result of the tower construction or modification or as a result of the installation of an antenna on an AM tower. In the event these processes are not completed before an antenna structure is constructed, any holder of or applicant for a Commission authorization is responsible for completing these processes before locating or proposing to locate an antenna on the structure, as described in this subpart. Part §1.30002 Tower construction or modification near AM stations.

(a) Construction near a nondirectional AM station. Proponents of construction or significant modification of a tower which is within one wavelength of a nondirectional AM station, and is taller than 60 electrical degrees at the AM frequency, must notify the AM station at least 30 days in advance of the commencement of construction. The proponent shall examine the potential impact of the construction or modification as described in paragraph (c). If the construction or modification would distort the radiation pattern by more than 2 dB, the proponent shall be responsible for the installation and maintenance of any detuning apparatus necessary to restore proper operation of the nondirectional antenna.

(b) Construction near a directional AM station. Proponents of construction or significant modification of a tower which is within the lesser of 10 wavelengths or 3 kilometers of a directional AM station, and is taller than 36 electrical degrees at the AM frequency, must notify the AM station at least 30 days in advance of the commencement of construction. The proponent shall examine the potential impact of the construction or modification as described in paragraph (c). If the construction or modification would result in radiation in excess of the AM station's licensed standard pattern or augmented standard pattern values, the proponent shall be responsible for the installation and maintenance of any detuning apparatus necessary to restore proper operation of the directional antenna."

This certificate verifies that the site at the above coordinates has been screened out to 3.2 km for directional antenna AM stations and 1.2 km distance for non-directional antenna AM stations and found to have no AM broadcast stations currently licensed to operate within those distances. Current FCC rules coordination distances are less as calculated in the above FCC rule §1.30002 adopted February 2014. Structure height is also considered in the current FCC rules. No further AM coordination actions are warranted at this time.



8618 Westwood Center Drive, Suite 315
Vienna, VA 22182
703-276-1100
www.sitesafe.com
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v.20170123

[illegible]



commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon one (1) year's advance written notice from Lessee to Lessor.

Upon the expiration or earlier termination of this Lease, the Tower Facilities must either, at Lessor's election, (i) be removed from the Leased Premises within ninety (90) days or (ii) remain on the Leased Premises and become the property of Lessor. All equipment installed by a Wireless Carrier on the Tower Facilities shall be removed within the 90-day period and shall not become the property of Lessor. If requested by Lessor, Lessee shall remove the underground foundations to not more than four (4) inches below grade. Any Tower Facilities remaining on the Leased Premises after the expiration or earlier termination of this Lease must be given to Lessor in good, safe and operable condition.

19. **Sublessee's Improvements.** Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to, antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easements as if said licensee or sublessee were the Lessee under this Lease.

20. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. In addition, Lessee shall pay any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises; provided that Lessor furnishes proof to Lessee that such increase directly resulted from Lessee's use of the Leased Premises. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easements, Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor hereby represents and warrants that Lessor's property on which the Leased Premises and Easements are located is not subject to any "Conservation Use Covenant," "Greenbelt Covenant," agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor's property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easements are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor

38. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this option and ground lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(c) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(d) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(e) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(f) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the Easements, and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(g) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessor agrees that the terms of this Lease shall be strictly confidential and that Lessor shall not disclose any of the terms hereof to any third party, except with Lessee's prior written consent. Notwithstanding the foregoing, Lessor is permitted to disclose the terms of this Lease to its attorneys, financial consultants, accountants and lenders.

(i) Whenever under this Lease the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(SIGNATURE PAGE FOLLOWS)



VILLAGE OF WILLIAMS BAY

TO: FINANCE AND PERSONNEL COMMITTEE CHAIR WRIGHT AND MEMBERS
 FROM: DAVID LOTH SPEICH, VILLAGE ADMINISTRATOR
 JENNIFER WIESE, VILLAGE TREASURER
 DATE: JULY 30, 2024
 RE: VILLAGE INVESTMENTS

The Village Code includes Investment Policy § 46-13 that delegates authority for investments to the Village Treasurer within very limited and authorized investments. including CD's, Federal Bonds and the State of Wisconsin Local Government Investment Pool (LGIP). The Code also requires that the Village Treasurer provide the Finance and Personnel Committee with an investment report on a quarterly basis.

<https://ecode360.com/print/WI3949?guid=38151200>

The Village has investment accounts with Advia Credit Union (Advia) and Cetera Investments/FNBT (Cetera).

Advia:

The Advia account is currently limited to 2022 borrowed funds. These funds were invested by former Village Treasurer into six (6) CD's as noted below that matured in June and July of this year. As of 7/26/24 the total value of these funds was \$10,921,054.76. As directed by the Finance Committee in May, these funds have been rolled over into the State of Wisconsin Local Government Investment Pool (LGIP) and currently earning 5.52% (5.42% +.10% ten basis points through Advia) and fully collateralized (110%).

						7/26/2024
Advia Investments Total		\$10,842,361.88				
Acct	Description	Investment	Interest Rate	Value as of 5/31/24	Annual Interest 5.52%	Monthly Interest 5.52%
2367	Non-interest Checking	22-month CD mature 6/9/24	2.96	\$409,153.98	\$22,585.30	\$1,882.11
2368	Water Fund	22-month CD mature 6/9/24	2.96	\$462,206.09	\$25,513.78	\$2,126.15
2371	Capital Funds 0001	21-month CD mature 7/11/24	3.203	\$1,051,038.04	\$58,017.30	\$4,834.77
2371	Capital Funds 0002	21-month CD mature 7/11/24	3.203	\$1,051,038.04	\$58,017.30	\$4,834.77
2371	Capital Funds 0003	21-month CD mature 7/11/24	3.203	\$1,051,038.04	\$58,017.30	\$4,834.77
2371	Capital Funds 0004	21-month CD mature 7/11/24	3.203	\$1,051,038.04	\$58,017.30	\$4,834.77
2371	Capital Funds *	Non-interest Business Checking LGIP + 10		\$5,766,849.65	\$318,330.10	\$26,527.51
				\$10,842,361.88	\$598,498.38	\$49,874.86
*Non-interest Checking earning LGIP + 10bps, currently 5.52%						
Total Value Capitol Funds 0009 as of 7/26/2024 = \$10,921,054.76						

Recommendation.

As the interest earned on borrowed funds that exceed the loan interest paid must be rebated to the IRS as positive arbitrage, the optimal interest rate is anything greater than the interest rate of the borrowed funds (3.324%). For Aug 2022 to Nov 2022 the arbitrage rebate liability was calculated as (\$25,388.80). The recommendation is to keep these funds invested in LGIP Advia as it is currently earning the highest interest and are liquid making them available as project expenses are incurred and allowing them to be moved into different investments as interest rates fluctuate. Rates will be monitored, and the Finance and Personnel Committee will be consulted if other investments are outperforming LGIP Advia.

Cetera:

The Cetera account consists of: General Fund; Water Fund and Sewer Fund monies as summarized below:

Cetera Investments Total		\$2,377,543.16					
			Interest Rate	Annual Earnings	Annual Diff	Monthly Diff	
	% of Total	\$ of Total	1.30%	5.05%			
General	45.50%	\$1,081,782.14	\$14,063.17	\$54,630.00	\$40,566.83	\$3,380.57	
Water	27.25%	\$647,880.51	\$8,422.45	\$32,717.97	\$24,295.52	\$2,024.63	
Sewer	27.25%	\$647,880.51	\$8,422.45	\$32,717.97	\$24,295.52	\$2,024.63	
	TOTAL	\$2,377,543.16	\$30,908.06	\$120,065.93	\$89,157.87	\$7,429.82	

In June 2023 the former Village Treasurer invested these funds in 12-month Treasuries (2.85%) and with the expiration of these Treasuries this month the funds were temporarily moved to Money Market accounts earning 1.30%. With FP Chair Wrights approval, these funds were recently re-invested in 30-day Treasuries as an interim measure for the long-term direction from the FP Committee on whether to continue re-investing every 30 days or other investment(s).

Recommendation.

The recommendations include:

- (1) remaining in 30-day Treasuries with direction to automatically re-invest in 30 day-Treasuries (currently earning 5.05%)
or
- (2) move these funds to Advia (LGIP earning 5.52%) to maximize interest earned. Although these funds would be fully collateralized, doing so would move all Village investments into a single banking institution.

Cetera vs. Advia Alternative							
			Interest Rate	Annual Earnings	Annual Diff	Monthly Diff	
	% of Total	\$ of Total	5.05%	5.52%			
General	45.50%	\$1,081,782.14	\$54,630.00	\$59,714.37	\$5,084.38	\$423.70	
Water	27.25%	\$647,880.51	\$32,717.97	\$35,763.00	\$3,045.04	\$253.75	
Sewer	27.25%	\$647,880.51	\$32,717.97	\$35,763.00	\$3,045.04	\$253.75	
	TOTAL	\$2,377,543.16	\$120,065.93	\$131,240.38	\$11,174.45	\$931.20	

Rates will be monitored, and the Finance and Personnel Committee will be consulted if other investments are out performing LGIP Advia.

Please don't hesitate to contact Village Treasurer Jennifer Wiese or me if you have any questions.

Investment Policy (Excerpts).

<https://ecode360.com/print/WI3949?guid=38151200>

H. Authorized and suitable investments. Acceptable investments include the following:

- (1) *Bonds or securities issued or guaranteed as to principal and interest by the federal government, or by a commission, board, or other instrumentality of federal government.*
- (2) Certificate of deposit in any credit union, bank, savings bank, trust company, or savings-and-loan association which is authorized to transact business in the State of Wisconsin if certificates of deposit mature in not more than three years.
- (3) *State of Wisconsin Local Government Investment Pool.*
- (4) Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities.
- (5) Repurchase agreements that are secured by investment securities fully guaranteed by the U.S. government.

I. Collateralization. Funds on deposit in excess of FDIC limits must be secured by some form of collateral, witnessed by a written agreement, and held at an independent third-party institution in the name of the Village. The amount of collateral will not be less than 110% of the fair market value of the net amount of public funds secured. Additional collateral will be requested when the ratio declines below the level required and collateral will be released if the market value exceeds the required level. The custodian shall send statements of pledged collateral to the Treasurer on a monthly basis or as requested by the Village.

J. Diversification. The investments shall be diversified to avoid unreasonable risks. The Treasurer will:

- (1) Limit investments to avoid overconcentration in securities from a specific issuer or business sector.
- (2) Invest in securities with varying maturities.
- (3) Use the option of investing a portion of the portfolio in readily available funds to insure that appropriate liquidity is maintained to meet ongoing obligations.

<https://ecode360.com/print/WI3949?guid=38151200>

Chapter 46. Finance and Taxation

§ 46-13. Investment policy.

[Added 11-15-2021 by Ord. No. 2021-10]

- A. Purpose. The objective of the investment policy of the Village of Williams Bay is to conform with all applicable federal, state, and other legal requirements; to adequately safeguard principal; to provide sufficient liquidity to meet all operating requirements; and to obtain a reasonable rate of return.
- B. Scope. The investment policy applies to all financial aspects of the Village of Williams Bay.
- C. Prudence. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.
- D. Ethics and conflicts of interest. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.
- E. Objective.
 - (1) The primary objectives, in order of priority, shall be:
 - (a) Legality: conformance with federal, state, and other legal requirements.
 - (b) Safety: preservation of capital and protection of investment principal.
 - (c) Liquidity: maintenance of sufficient liquidity to meet operating requirements.
 - (d) Yield: attainment of market rates of return.
 - (2) The portfolio should be reviewed periodically by the Finance and Personnel Committee as to its effectiveness in meeting the entity's needs of safety, liquidity, rate of return, diversification, and its general performance.
- F. Delegation of authority. Management and administrative responsibility for the investment program is hereby delegated to the Treasurer by the Board of Trustees. The Treasurer shall oversee investment transactions conducted on behalf of the Village and has the authority to direct the transfer of funds between accounts established for investments. The Treasurer may contract with one or more investment advisors with prior approval of the Finance and Personnel Committee and with sufficient funds available within the Village budget.
- G. Internal controls. The Treasurer is responsible for establishing and maintaining an internal control structure designed to insure that the assets of the Village are protected from loss, theft, or misuse. The internal controls shall be reviewed by the Village's independent auditor during the annual audit process. The internal controls shall address the following points:
 - (1) Control of collusion.

- (2) Separation of transaction authority from accounting.
 - (3) Custodial safekeeping.
 - (4) Written confirmation of transactions for investments and wire transfers.
- H. Authorized and suitable investments. Acceptable investments include the following:
- (1) Bonds or securities issued or guaranteed as to principal and interest by the federal government, or by a commission, board, or other instrumentality of federal government.
 - (2) Certificate of deposit in any credit union, bank, savings bank, trust company, or savings-and-loan association which is authorized to transact business in the State of Wisconsin if certificates of deposit mature in not more than three years.
 - (3) State of Wisconsin Local Government Investment Pool.
 - (4) Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities.
 - (5) Repurchase agreements that are secured by investment securities fully guaranteed by the U.S. government.
- I. Collateralization. Funds on deposit in excess of FDIC limits must be secured by some form of collateral, witnessed by a written agreement, and held at an independent third-party institution in the name of the Village. The amount of collateral will not be less than 110% of the fair market value of the net amount of public funds secured. Additional collateral will be requested when the ratio declines below the level required and collateral will be released if the market value exceeds the required level. The custodian shall send statements of pledged collateral to the Treasurer on a monthly basis or as requested by the Village.
- J. Diversification. The investments shall be diversified to avoid unreasonable risks. The Treasurer will:
- (1) Limit investments to avoid overconcentration in securities from a specific issuer or business sector.
 - (2) Invest in securities with varying maturities.
 - (3) Use the option of investing a portion of the portfolio in readily available funds to insure that appropriate liquidity is maintained to meet ongoing obligations.
- K. Maximum maturities. To the extent possible, the Treasurer shall attempt to match its investments with anticipated cash flow requirements. Maturities of individual securities must be in compliance with § 66.0603, Wis. Stats.
- L. Reporting. The Treasurer shall provide the Finance and Personnel Committee an investment report on a quarterly basis or when a specific request is made. The report shall summarize the investment strategies employed; the types, terms, and characteristics of investment holdings; the total investment return; and the performance of each investment in comparison to the annual budget. The Treasurer shall immediately report investment issues or concerns to the Village Administrator. The Village Administrator shall report any significant investment issues or concerns to the Finance and Personnel Committee, as appropriate.

Updated 7/27/2024 LAW

LEVY SUPPORTED PROJECTS

	Earmarked	Balance	Notes
New Police Squad	65,000	115	Complete
New Emergency Vehicle	85,000	13,520	Complete
New Police Squad	65,000	65,000	Estimated 2025
Police Squad Computers	15,000	23,500	Includes County Grant
Axon Fleet Cameras	45,000	45,000	Not done this borrowing
Village Server/IT Upgrades	20,000	2,644	Complete
Laserfiche Software	10,000	900	Complete
Beach Cleaner	75,000	1,287	Complete
Fire/EMS Equipment	200,000	1,020	Complete
Teatre Road Baseball Fence	15,000	1,470	Complete
Theater Rd. Restrooms	100,000	0	
Theatre Rd Tennis Courts	250,000	0	Plus windscreen TBD
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	14,523	
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	0	Complete

Added Projects

Lake Geneva Dam Repair	0	0
Southwick Creek Dredging	0	0

Subtotal Levy Projects 3,750,000 367,701

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	1,106,350	Includes loan: See notes
Harris Rd Force Main	500,000	500,000	

Subtotal Sewer Projects 2,300,000 1,878,274

WATER PROJECTS

Reactor Cleaning/Repair	200,000	0	
State Rd 67 N Water Rebuild	1,000,000	279,994	
Loch Vista Water Main	1,100,000	1,100,000	Status TBD
Chlorination Improvements	2,800,000	2,940,004	Includes loan: See notes
Southwick Creek Realignment	500,000	48,531	

Added Projects

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

Subtotal Water Projects	5,600,000	4,359,159	
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Additional Loans

Clear Water (Sewer)	2,026,050
Safe Water (Water)	4,542,950

Total	\$18,219,000	\$6,605,134	
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2022 Borrowing
Tracking Projects and Balances

Updated 7/29/2024 LAW

LEVY SUPPORTED PROJECTS

	Earmarked	Items/Actions	Auth'd Spend	Final Cost	Balance
New Police Squad	65,000.00	Outfitting Purchase	22,000.00	21,972.00 <u>42,913.00</u> 64,885.00	115.00
New Emergency Vehicle	85,000.00	Purchase Outfitting	34,310.00	40,982.00 <u>30,498.00</u> 71,480.00	13,520.00
New Police Squad	65,000.00	Purchase Outfitting			65,000.00
Police Squad Computers	15,000.00	County Grant Reallocate to Gun Sites	(15,000.00) 6,500.00	(15,000.00) <u>6,500.00</u> (8,500.00)	23,500.00
Axon Fleet Cameras	45,000.00	Purchase			45,000.00
Village Server/IT Upgrad	20,000.00	Purchase	15,765.00	17,356.00	2,644.00
Laserfiche Software	10,000.00	Purchase	9,993.00	9,100.00	900.00
Beach Cleaner	75,000.00	Beach Cleaner Tractor	75,000.00 0.00	29,354.00 34,409.00	
		Reallocate to Theater Rd Tennis Courts		9,950.00	1,287.00
Fire/EMS Equipment	200,000.00	Purchase Ambulance Grant Income ??	200,000.00	198,980.00	1,020.00
Teatre Road Baseball Fe	15,000.00	Purchase	13,530.00	13,530.00	1,470.00
Theater Rd. Restrooms	100,000.00	Reallocate to Tennis Courts	0.00	100,000.00	0.00

2022 Borrowing
Tracking Projects and Balances

	Earmarked	Items/Actions	Auth'd Spend	Final Cost	Balance
Theatre Rd Tennis Court	250,000.00	Pavement	361,904.00	329,144.00	
		Electrical		32,760.00	
		Engineering	12,150.00	15,600.00	
		Striping		6,500.00	
		Reallocate from Restrooms	(100,000.00)	(100,000.00)	
		Reallocate from E Geneva Proj	(11,904.00)	(11,904.00)	
		Reallocate from E Geneva Proj	(12,150.00)	(12,150.00)	
		Reallocate from Beach Cleaner	(9,950.00)	(9,950.00)	
				250,000.00	0.00
Upgrades to Theatre Rd	25,000.00	Grass infield, dugouts, warning track			25,000.00
Remove Old Tennis Cou	30,000.00	Purchase - will have updated quote soon			30,000.00
Remodel Lions Field Hot	100,000.00	Purchase	7,100.00	7,100.00	92,900.00
		Hand dryers/electric, auto door opeer			
Three Playgrounds	200,000.00	Baywood Heights		42,023.00	
		Lions Field		78,619.00	
		Bailey Estates		56,812.00	
		Reallcate to Southwick Creek Dredging		8,023.00	
				185,477.00	14,523.00
Streets Repaving	900,000.00	Observatory Place	91,000.00		
		Walworth Avenue Clover Street	166,000.00		
		and Cedar Point Drive			
		Lakewood Trails	180,000.00		
		Contingency and Engineering	\$355,000.00		
			792,000.00		108,000.00
East Geneva Street	1,035,000.00	Reallocate to Southwick Creek Dredging		176,000.00	
		Reallocate to Tennis Courts		11,904.00	
		Reallocate to Tennis Courts		12,150.00	
		Reallocate to Lake Gen Dam		75,000.00	
		Eastbound Rebuild	822,000.00		
		Westbound Widen	46,000.00		
				1,143,054.00	(108,054.00)

2022 Borrowing
Tracking Projects and Balances

	Earmarked	Items/Actions	Auth'd Spend	Final Cost	Balance
Highway 67 North Rebu	500,000.00	Engineering			
		Share for Parking Lanes	29,000.00	29,003.00	
		Construction	369,648.00	420,121.00	
				<u>449,124.00</u>	50,876.00
Update Beach House	15,000.00	Construction		15,000.00	0.00
Added Projects					
Lake Geneva Dam Repai	0.00	Assessment	75,000.00		0.00
		Reallocate from E Geneva St.	(75,000.00)		
Southwick Creek Dredgi	0.00	Engineering	11,100.00	2,145.00	
		Permits	5,878.00	5,878.00	
		Dredging	160,000.00	160,000.00	
		Hauling	16,000.00	16,000.00	
		Reallocate from E Geneve St Proj	(176,000.00)	(176,000.00)	
		Reallocate from Playgrounds Proj	(8,023.00)	(8,023.00)	
				<u>0.00</u>	0.00
SEWER PROJECTS					
Mainline Sewer Repairs	200,000.00	Sewer Lining	100,000.00	104,547.50	95,452.50
		Visg Sewer Lining 2023	4,547.50		
Hwy 67 North Sewer Re	600,000.00	Engineering/Construction	26,700.00	23,229.00	
		Engineering/Design		28,319.00	
		Construction	280,989.00	317,378.00	
		Core and Main Materials	54,543.00	54,603.00	
				<u>423,529.00</u>	176,471.00
Harris Rd Lift Station	1,000,000.00	Engineering	92,700.00	92,700.00	
		Construction	1,827,000.00	1,827,000.00	1,919,700.00
		Federal Loan (Clean) Zero Princip	(2,026,050.00)	(2,026,050.00)	
				<u>(106,350.00)</u>	1,106,350.00
Note: "Loan" more accurately line of credit cannot be spent on anything other than this project; Total loan amt is shown, but can only draw for costs not to exceed loan amount. As it currently stands, we could reallocate the \$1 million of the original 2022 borrowed amount as long as project costs turn out as projected. As currently projected, we will spend less than the amount by about \$106,000					

2022 Borrowing
Tracking Projects and Balances

	Earmarked	Items/Actions	Auth'd Spend	Final Cost	Balance
Harris Rd Force Main	500,000.00	Engineering Construction	0.00	0.00	500,000.00
WATER PROJECTS					
Reactor Cleaning/Repair	200,000.00	Engineering Construction	15,500.00	15,500.00	
		Reallocate from Southwick	(143,000.00)	(143,000.00)	
		Reallocate from Southwick	(27,932.00)	(27,932.00)	
				200,000.00	0.00
State Rd 67 N Water Rel	1,000,000.00	Engineering/Construction	26,700.00	30,171.00	
		Construction (Payne & Dolan)	415,776.00	412,227.00	
		Core and Main Materials	243,182.00	240,827.00	
		Engineering/Design	75,324.00	36,781.00	
				720,006.00	279,994.00
Loch Vista Water Main	1,100,000.00	Engineering Construction		0.00	1,100,000.00
Chlorination Improvement (Water Plan incl Corrosion Control)	2,800,000.00	Engineering	205,000.00	205,000.00	
		Construction	3,979,000.00	3,979,000.00	4,184,000.00
		Reallocate to 67 West Engineerin	195,000.00	195,000.00	
		Reallocate to Clover St Water Ma	23,946.00	23,946.00	
		Federal Loan (Safe) \$860,000 Pri	(4,542,950.00)	(4,542,950.00)	
				(140,004.00)	2,940,004.00
Note: Loan, more accurately line of credit, cannot be spent on anything other than this project and only up to project costs. Total loan amount shown including principal forgiveness but can only draw on the LOC up to project costs. As it currently stands, project costs will be fully covered by the LOC amount. Looked at another way, this means we could reallocate about \$2.8 million to other projects some of which has already been reallocated					
Southwick Creek Realigr	500,000.00	Reallocate to Chlorination Improvement project	143,000.00	143,000.00	
		Reallocate to well 2 Pump Replac	153,169.00	153,169.00	
		Reallocate to SEWPC Flood Study	42,000.00	42,000.00	
		Reallocate to Well 3 Pump Engine	18,600.00	18,600.00	
		Reallocate to Southwick Creek Dr	16,978.00	16,978.00	
		Reallocate to Reactor Cleaning/R	27,932.00	27,932.00	
		Reallocate to Clover St Water Ma	47,790.00	47,790.00	
		Reallocate to Flood Plain Project	2,000.00	2,000.00	
				451,469.00	48,531.00

2022 Borrowing
Tracking Projects and Balances

	Earmarked	Items/Actions	Auth'd Spend	Final Cost	Balance
Added Projects					
Clover Street Water Mai	0.00	Engineering		9,800.00	
		Village Share of Cost		33,436.00	
		Pavement Replacement		28,500.00	
		Reallocate from Chlorination Proj	(23,946.00)	(23,946.00)	
		Reallocate from Southwick Creek	(47,790.00)	(47,790.00)	
				0.00	0.00
Well 2 Pump Replaceme	0.00	Engineering		9,370.00	
		Construction		153,169.00	
		Reallocated from Southwick Creek Realign		(153,169.00)	
				9,370.00	(9,370.00)
Well 3 Pump Replaceme	0.00	Engineering		18,600.00	
		Construction			
		Reallocated from Southwick Creek Realignment		(18,600.00)	
				0.00	0.00
Water Plant Flood Plain	0.00	Engineering	8,000.00	8,000.00	
		SEWRPC Study	28,000.00	36,000.00	
		Reallocate from Southwick Creek	(42,000.00)	(42,000.00)	
		Reallocate from Southwick Creek	(2,000.00)	(2,000.00)	
				0.00	0.00
Highway 67 West Rebuil	0.00	Engineering	195,000.00	195,000.00	
		Reallocate from Chlorination Proj	(195,000.00)	(195,000.00)	
				0.00	0.00
Totals	11,650,000.00		4,666,559.50	7,098,406.50	12,708,833.50

HELP REPLANT OUR FUTURE

HELP REPLACE THE TREES AFFECTED BY THE TORNADO

Join us in making a difference! We are excited to announce our tree-planting initiative and encourage you to participate in this meaningful endeavor. Together, we can combat the destruction from the 2024 tornado restoring our beautiful Williams Bay landscape.

DONATE TODAY



HERE'S WHAT WILL WE DO:

- Restore Our Landscape
- Plant Trees
- Watering Newly Planted Trees

VILLAGE OF WILLIAMS BAY
TREE ENHANCEMENT COMMITTEE



The Village of Williams Bay
R-53-24
Approving the Village of Williams Bay Adjusted Urban Area Boundary

WHEREAS, the Village of Williams Bay was designated by the Governor of the State of Wisconsin for the purpose of carrying out cooperative, comprehensive, and continuing urban transportation planning in the Urban Area: Lake Geneva-Bloomfield-Williams Bay; and

WHEREAS, metropolitan transportation planning, including the establishment of adjusted urban area boundaries and metropolitan planning area boundaries, is required of metropolitan planning organizations by U.S. Department of Transportation regulations implementing Title 23, United States Code (Federal Aid Highway Acts) and Title 49, United States Code (Federal Transit Act, as amended); and

WHEREAS, the Federal Highway Administration allows states to adjust the census-defined urban area boundaries for planning and funding purposes; and

WHEREAS, the Wisconsin Department of Transportation, every 10 years following the release of decennial census data, lead a process to adjust Census-defined Urban Area Boundaries (UABs) within the state, in conjunction with the respective office of the Federal Highway Administration; and

WHEREAS, after review by local municipalities, the Wisconsin Department of Transportation, and the Federal Highway Administration, the proposed adjusted Urban Area Boundary has been found to be justified; and

WHEREAS, the Wisconsin Department of Transportation will after local municipality approval of the boundary submit the proposed adjusted urban area boundary to the respective FHWA division office;

WHEREAS, this Resolution will fully replace Village of Williams Bay previously approved Resolution R-24-24 approving the UAB;

NOW, THEREFORE, BE IT RESOLVED that the Village of Williams Bay informs the Wisconsin Department of Transportation that the Adjusted Urban Area Boundary as reflected in the attached map is hereby approved and adopted.

Adopted this August 5, 2024

APPROVED:

ATTEST:

Bill Duncan
Village President
Village of Williams Bay

Tina Kolls
Village Clerk
Village of Williams Bay

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: 6-30-24

☐ 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 AUG. 8TH and ending AUG. 11TH 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 Lions Club

(b) Address P.O. Box 550 Williams Bay
(Street)

☐ Town ☒ Village ☐ City

(c) Date organized 1946

(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 MARK SCHNEIDER

Vice President DAN ANDERSON

Secretary JACK LOTHIAN

Treasurer RICK PINELL / BRUCE NELSON

(g) Name and address of manager or person in charge of affair: DOUG KNIGHT 35 JOHNSON TER. W. 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? Edgewater Park, Kitchen, Pavilion

(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 Bay Lions Club CORN & BRAT FEST

(b) Dates of event AUG. 9TH - AUG. 11TH

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

Bruce Nelson 7/22/24
(Signature / Date)

Williams Bay Lions Club
(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-54-24**

**A RESOLUTION GRANTING TEMPORARY CLASS “B” FERMENTED MALT BEVERAGE AND
“CLASS B” WINE LICENSE TO WILLIAMS BAY LIONS CLUB
FOR THE WILLIAMS BAY LIONS CLUB CORN & BRAT FEST**

WHEREAS, on August 5, 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” and “Class B” Retailers License by the Williams Bay Lions Club for the Williams Bay Lions Club Corn & Brat Fest on August 9-11, 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 5th day of August, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-52-2024**

**A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR
WISCONSIN URBAN FORESTRY CATASTROPHIC STORM GRANT**

WHEREAS, State Grant monies are available under the Wisconsin Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant programs; and

WHEREAS, the President and Village Board have determined that it is in the best interests of the Village and its residents for the Village to file this grant application; and

WHEREAS, the applicant, the Village of Williams Bay ("Village"), is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the Village attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the Village will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

WHEREAS, the Village will budget a sum sufficient to fully and satisfactorily complete the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, as follows:

SECTION ONE: **Recitals.** The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: **Approval; Authorization.** The Village Board of the Village of Williams Bay hereby authorizes and empowers the Village President and Village Administrator to act on its behalf to: (1.) sign and submit the grant application; (2.) sign a grant agreement between applicant and the DNR; (3) submit interim and/or final reports to the DNR to satisfy the grant agreement; and (4) submit grant reimbursement request to the DNR, and (5) Sign and submit other required documentation.

SECTION THREE: **Effective Date.** This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

Approved by the Village Board of the Village of Williams Bay this 5th day of August 2024.

VILLAGE OF WILLIAMS BAY

By:

William Duncan, President

Attest:

Tina Kolls, Clerk

I hereby certify that the foregoing resolution was duly adopted by the Village Board of the Village of Williams Bay at a legal meeting on the ____ day of _____, 20____

Authorized Signature

Title

Date Certified