



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

VILLAGE BOARD OF TRUSTEES MEETING

MONDAY, AUGUST 19, 2024 AT 6:30 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. **Call to Order**
- II. **Roll Call**
- III. **Pledge of Allegiance**
- IV. **Minutes**
 - A. Village Board Meeting Minutes of August 5, 2024
- V. **Presentation of accounts and petitions**
 - A. Payroll ending 08-09-2024 in the amount of \$56,947.44
 - B. Accounts Payable Unpaid dated 08-16-2024 in the amount of \$175,616.88
 - C. Library Accounts Payable dated 08-15-2024 in the amount of \$1,554.75
 - D. Monthly EFT Payments for July 2024 in the amount of \$154,257.19
 - E. July 2024 Financial Statement
- VI. **Plan Commission**
 - A. Discussion Regarding a Proposed Comprehensive Plan Amendment and PDO Planned Development Overlay Concept Plan.
APPLICANT: Aurora University (Owner), Topography Hospitality LLC (Applicant), Attorney Nicholas Egert (Agent)
TAX KEYS: WWUP 00011, WGT 00010, WA119800002, WA222400001, WA499800002, and EW 200020
STREET ADDRESS: Aurora University formerly George Williams College Campus
Applicant requests discussion and comments regarding a proposed Comprehensive Plan text amendment, Comprehensive Plan Future Land Use Map amendment, and PDO Planned Development Overlay concept plan for The Preserve at Williams Bay.
- VII. **Public Comments**
- VIII. **President's Remarks**
 - A. Congratulations to the Williams Bay Lions Club for another great Corn and Brat Roast

IX. Ordinances and Resolutions

- A.** Resolution R-55-24 Authorizing Waste Hauling Agreement Amendments with GFL Environmental, Inc.
Re: Adding Garbage and Recycling Pick-up Carts for Certain Routes.
- B.** Resolution R-56-24 Authorizing Approval of An Agreement with TowerCom for Installation of a New Cellular Communications Tower on the Village Hall Property WWUP 00011
- C.** Resolution R-57-24 Authorizing Investment of Village Funds
- D.** Resolution R-58-24 Approving the Updated Borrowed Funds Reports
- E.** Resolution R-59-24 Authorizing A 5-year Contract Extension with Axon for Police Department Body Cameras
- F.** Resolution R-60-24 Authorizing Amenities for the Fire/Rescue/EMS Station Located at 5 E. Geneva Street

X. Committee Reports

- A.** Protective Services Chair - Trustee Vlach
 - 1.** Original, Renewal, or Temporary Operator License Applications

XI. Public Comments

XII. 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: 08/16/2024 5:00 PM



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES VILLAGE BOARD MEETING 8/05/2024 MEETING MONDAY, AUGUST 5, 2024 AT 6:30 PM VILLAGE HALL COUNCIL ROOM 250 WILLIAMS STREET WILLIAMS BAY, WI 53191

I. Call to Order

President Duncan called the meeting to order at 06:30pm.

II. Roll Call

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

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

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

IV. Minutes

A. Village Board Meeting Minutes of July 15, 2024

The motion to approve the Village Board Meeting Minutes of July 15, 2024 as corrected was initiated by Trustee Wright and seconded by Trustee Vlach. Unanimously carried.

B. Special Village Board Meeting Minutes of July 23, 2024

The motion to approve the Special Village Board Meeting Minutes of July 23, 2024 was initiated by Trustee Umans and seconded by Trustee Wright. Unanimously carried.

V. Presentation of accounts and petitions

A. Payroll ending 07-26-2024 in the amount of \$65,387.65

The motion to approve the Payroll ending 07-26-2024 in the amount of \$65,387.65 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

B. Accounts Payable Unpays dated 08-01-2024 in the amount of \$202,260.22

The motion to approve the Accounts Payable Unpays dated 08-01-2024 in the amount of \$202,260.22 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

C. 2024 Legal Fees

The 2024 Legal Fees were reviewed by the Village Board.

VI. Presentation of Life Saving Awards

A. Lifesaving Awards Presentation By Police Chief Timm To Police Officer Borgan and Police Officer Shiroda

Police Chief Timm presented Officer Borgan and Officer Shiroda with Lifesaving Awards for their Life-saving efforts on

July 11, 2024.

VII. Joint Extraterritorial Zoning Committee: pursuant to section 18.171F(A)

- A.** Joint Extraterritorial Zoning Board of Appeals Recommendation For Approval of the following Variance Application:

APPLICANT(S): Marc & Elizabeth Niederkorn (Owners)

TAX KEY NUMBER: ICI 00243A

STREET ADDRESS: N2443 Cisco Rd, Town of Linn

The applicant is requesting a variance per section 390.1703(4)(c) to construct a new single-family residence having side yard setbacks of 4.6 feet on each side (15 feet required on each side).

The motion to approve the variance per section 390.1703(4)(c) to construct a new single-family residence having side yard setbacks of 4.6 feet on each side (15 feet required on each side) was initiated by Trustee Umans and seconded by Trustee Vlach. Unanimously carried.

VIII. Committee Report

- A.** Protective Services Chair - Trustee Vlach

- 1.** Original, Renewal, or Temporary Operator License Applications

The motion to approve the Original, Renewal, or Temporary Operator License Applications was initiated by Trustee Vlach and seconded by Trustee Wright. Unanimously carried.

IX. Public Comments

There were no public comments.

X. Adjournment

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee D'Alessandro at 06:41pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

Pay Period Date: 07/27/2024 - 08/09/2024
 Pay Date: 8/16/2024

Department	Gross Regular Wages	Gross OT Wages	Payroll Taxes & Deductions	Net Wages
Crossing Guard	\$0.00	\$0.00	\$0.00	\$0.00
General Administration	\$12,349.85	\$0.00	\$5,426.25	\$6,923.60
KNC	\$4,728.81	\$0.00	\$1,059.18	\$3,669.63
Lakefront/Beach	\$8,874.27	\$0.00	\$1,893.97	\$6,980.30
Library	\$7,917.50	\$0.00	\$2,910.50	\$5,007.00
Municipal Court	\$1,457.35	\$0.00	\$209.45	\$1,247.90
Parks	\$1,844.16	\$0.00	\$222.11	\$1,622.05
Police	\$26,895.67	\$3,778.50	\$10,048.42	\$20,625.75
Protective Services (F&R)	\$0.00	\$0.00	\$0.00	\$0.00
Public Works/W&S	\$12,299.14	\$0.00	\$4,442.99	\$7,856.15
Recreation Department	\$4,169.61	\$0.00	\$1,154.55	\$3,015.06
Village Board				\$0.00
Total Net Wages				\$56,947.44

Payroll Register - Detail by Department

GL Account and Title	Description	Amount	GL Period
624			
AMAZON CAPITAL SERVICES			
100-51410-160 GEN ADMIN SUPPLIES	VH OFFICE SUPPLIES	158.97	624
100-52120-160 POLICE SUPPLIES	POLICE SUPPLIES	23.49	624
100-55411-160 LAKEFRONT SUPPLIES	BEACH/LAKEFRONT SUPPLIES	13.99	624
Total AMAZON CAPITAL SERVICES:		196.45	
Total 624:		196.45	
724			
BAKER TILLY VIRCHOW KRAUSE LLP			
200-57925-100 WATER RATE STUDY EXPENSE	WATER RATE STUDY DATA COL	4,112.50	724
Total BAKER TILLY VIRCHOW KRAUSE LLP:		4,112.50	
BAXTER WOODMAN			
200-57924-000 WATER ENGINEERING EXPENSE	CLOVER ST WITTIG CT WATER	762.50	724
Total BAXTER WOODMAN:		762.50	
DIGGER'S HOTLINE INC.			
200-57930-140 WATER DIGGERS HOTLINE EXPENSE	PAYMENT OF LOCATE FEES	232.55	724
Total DIGGER'S HOTLINE INC.:		232.55	
GUNNAR OLSEN LANDSCAPING			
100-55410-115 PARKS CONTRACT LABOR	WEEDING	782.00	724
Total GUNNAR OLSEN LANDSCAPING:		782.00	
HEYER TRUE VALUE HARDWARE			
100-55411-150 LAKEFRONT REPAIRS/MAINT	SUPPLIES	18.81	724
100-54310-150 STREETS EQUIP REPAIRS/MAINT	SUPPLIES	2.65	724
Total HEYER TRUE VALUE HARDWARE:		21.46	
HYDRO CORP			
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	1,351.00	724
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	459.00	724
Total HYDRO CORP:		1,810.00	
JEFFERSON FIRE & SAFETY			
215-52320-165 FIRE DUES 2% EXPENDITURES	BOOTS	663.02	724
Total JEFFERSON FIRE & SAFETY:		663.02	
PREMIUM WATERS INC			
100-51730-160 VH BLDG SUPPLIES	VH WATER DELIVERY	53.24	724
100-55411-160 LAKEFRONT SUPPLIES	LAKEFRONT WATER DELIVERY	86.23	724
Total PREMIUM WATERS INC:		139.47	
SAFEBUILT LLC			
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING PERMIT FEES JULY 2	23,157.07	724
100-53100-211 BLDG INSPECTION CONTRACT	INSPCETION FEES - GREASE T	1,350.00	724

GL Account and Title	Description	Amount	GL Period
Total SAFEUILT LLC:		24,507.07	
VP PLUS INC			
300-58968-150 SEWER COLLECTION SYSTEM MAINT	SERVICE CALL	120.00	724
Total VP PLUS INC:		120.00	
WISCONSIN PROFESSIONAL POLICE			
100-21262 UNION DUES PAYABLE	UNION DUES	267.00	724
Total WISCONSIN PROFESSIONAL POLICE:		267.00	
WISCONSIN STATE LABORATORY OF HYGIENE			
200-57623-170 WATER TESTING	FLUORIDE	29.00	724
Total WISCONSIN STATE LABORATORY OF HYGIENE:		29.00	
Total 724:		33,446.57	
824			
ABRAHAM'S ON-SITE SHREDDING			
100-51410-160 GEN ADMIN SUPPLIES	SHREDDING SERVICES	134.90	824
Total ABRAHAM'S ON-SITE SHREDDING:		134.90	
ACCURATE APPRAISAL			
100-51520-000 ASSESSOR CONTRACT	MONTHLY CONTRACT AMOUNT	1,500.00	824
Total ACCURATE APPRAISAL:		1,500.00	
AMAZON CAPITAL SERVICES			
100-55210-280 KAYAK/PADDLEBOARD EXPENSE	REC DEPT KAYAK EXPENSE	53.53	824
100-55411-150 LAKEFRONT REPAIRS/MAINT	LAKEFRONT REPAIRS	85.22	824
100-55410-150 PARKS REPAIRS/MAINT	PARKS REPAIR/ MAINT	52.99	824
Total AMAZON CAPITAL SERVICES:		191.74	
BEARINGS INCORPORATED-SOUTH			
225-54635-150 RECYCLING REPAIRS/MAINT	OIL SEAL	81.34	824
Total BEARINGS INCORPORATED-SOUTH:		81.34	
CINTAS OH			
100-55410-160 PARKS SUPPLIES	PARKS SUPPLIES	159.27	824
200-57935-150 WATER PLANT REPAIRS/MAINT	WATER PLANT REPAIRS/MAINT	158.47	824
Total CINTAS OH:		317.74	
ELKHORN NAPA AUTO PARTS			
225-54635-150 RECYCLING REPAIRS/MAINT	OIL	25.98	824
100-54310-150 STREETS EQUIP REPAIRS/MAINT	SUPPLIES	9.21	824
100-54310-150 STREETS EQUIP REPAIRS/MAINT	SUPPLIES	134.24	824
100-52340-150 DIVE TEAM REPAIRS/MAINT	BATTERY	166.48	824
Total ELKHORN NAPA AUTO PARTS:		335.91	

GL Account and Title	Description	Amount	GL Period
FIRST PLACE PROMOTIONS & AWARDS			
100-55210-275 REC DEPT PROGRAM EXPENSES	YOUTH CUMMER CAMP PARTI	156.00	824
Total FIRST PLACE PROMOTIONS & AWARDS:		156.00	
GAUGER, EMILY			
100-55210-271 REC DEPT BASEBALL EXPENSES	HOME PLATE UMPIRE	130.00	824
Total GAUGER, EMILY:		130.00	
GENERAL CODE			
100-51410-300 GEN ADMIN CODIFICATION	ANNUAL MAINTENANCE	995.00	824
Total GENERAL CODE:		995.00	
GRAYMONT WESTERN LIME INC.			
200-57631-160 WATER TREATMENT CHEMICALS	HIGH CALCIUM HYDRATED LIM	5,352.52	824
Total GRAYMONT WESTERN LIME INC.:		5,352.52	
KNOP, RYAN			
100-55210-271 REC DEPT BASEBALL EXPENSES	BASEBALL/SOFTBALL AWARD	196.23	824
100-55210-271 REC DEPT BASEBALL EXPENSES	BASEBALL/SOFTBALL PIZZA PA	39.74	824
Total KNOP, RYAN:		235.97	
LANGE ENTERPRISES INC.			
100-55410-160 PARKS SUPPLIES	SUPPLIES	131.20	824
100-54310-281 TRAFFIC SIGNS/MARKINGS	SUPPLIES	652.68	824
Total LANGE ENTERPRISES INC.:		783.88	
LASER ELECTRIC SUPPLY			
100-51730-150 VH BLDG REPAIRS/MAINT	VH SUPPLIES	141.46	824
Total LASER ELECTRIC SUPPLY:		141.46	
MARTEN, AMY			
100-55210-275 REC DEPT PROGRAM EXPENSES	SUMMER CAMP SUPPLIES	69.33	824
Total MARTEN, AMY:		69.33	
PATS SERVICES INC			
200-57631-160 WATER TREATMENT CHEMICALS	LIME SLUDGE	240.00	824
Total PATS SERVICES INC:		240.00	
STATE OF WI - COURT FINES			
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF COURT FI	609.25	824
Total STATE OF WI - COURT FINES:		609.25	
UPPER CASE PRINTING			
200-57921-160 WATER OFFICE SUPPLIES	BILLING PAPER & ENVELOPES	391.50	824
300-58969-160 SEWER OFFICE SUPPLIES	BILLING PAPER & ENVELOPES	391.50	824
Total UPPER CASE PRINTING:		783.00	

GL Account and Title	Description	Amount	GL Period
VELOCITY			
100-52120-130 POLICE IT EXPENSE	POLICE IT SERVICES	183.00	824
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	GENERAL GOVT IT SERVICES	415.00	824
100-54310-150 STREETS EQUIP REPAIRS/MAINT	STREETS IT	15.50	824
200-57921-130 WATER IT EXPENSE	WATER DEPT IT	15.50	824
100-52320-130 FIRE DEPT IT	FIRE DEPT IT	14.00	824
100-55210-130 REC DEPT IT	REC DEPT IT	53.50	824
100-55411-130 LAKEFRONT IT	BEACH/LAKEFRONT IT	7.00	824
100-52120-130 POLICE IT EXPENSE	MUNICIPAL COURT IT	15.50	824
100-52360-130 RESCUE DEPT IT EXPENSE	RESCUE DEPT IT	7.00	824
100-52120-130 POLICE IT EXPENSE	POLICE IT SERVICES	183.00	824
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	GENERAL GOVT IT SERVICES	415.00	824
100-54310-150 STREETS EQUIP REPAIRS/MAINT	STREETS IT	15.50	824
200-57921-130 WATER IT EXPENSE	WATER DEPT IT	15.50	824
100-52320-130 FIRE DEPT IT	FIRE DEPT IT	14.00	824
100-55210-130 REC DEPT IT	REC DEPT IT	53.50	824
100-55411-130 LAKEFRONT IT	BEACH/LAKEFRONT IT	7.00	824
100-52120-130 POLICE IT EXPENSE	MUNICIPAL COURT IT	15.50	824
100-52360-130 RESCUE DEPT IT EXPENSE	RESCUE DEPT IT	7.00	824
100-52120-130 POLICE IT EXPENSE	POLICE IT SERVICES	9.50	824
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	GENERAL GOVT IT SERVICES	199.50	824
100-54310-150 STREETS EQUIP REPAIRS/MAINT	STREETS IT	9.50	824
100-51720-200 LIONS FIELD HOUSE TELEPHONE	LIONS FIELDHOUSE IT	9.50	824
200-57921-130 WATER IT EXPENSE	WATER DEPT IT	9.50	824
100-52320-130 FIRE DEPT IT	FIRE DEPT IT	104.50	824
100-55210-130 REC DEPT IT	REC DEPT IT	294.50	824
100-55411-130 LAKEFRONT IT	BEACH/LAKEFRONT IT	204.50	824
100-52120-130 POLICE IT EXPENSE	MUNICIPAL COURT IT	9.50	824
100-52360-130 RESCUE DEPT IT EXPENSE	RESCUE DEPT IT	9.50	824
Total VELOCITY:		2,312.00	
VON BRIESEN & ROPER, S.C.			
100-51610-000 LEGAL SERVICES	ATTORNEY FEES - LABOR & EM	483.00	824
Total VON BRIESEN & ROPER, S.C.:		483.00	
W.N. YOSS CONSTRUCTION INC.			
500-54310-140 STREETS/HIGHWAYS	ASPHALT REPAIRS LAKEWOOD	7,243.00	824
500-50000-140 Capital Improvements	ASPHALT REPAIRS LIONS FIE	1,523.75	824
200-57651-150 WATER MAINS REPAIRS/MAINT	WATER MAINS REPAIR	4,571.25	824
Total W.N. YOSS CONSTRUCTION INC.:		13,338.00	
WALCOMET			
300-58980-300 WALCOMET SEWERAGE EXPENSES	MONTHLY BILLING JULY 24	94,929.91	824
Total WALCOMET:		94,929.91	
WALWORTH COUNTY TREASURER-COURT FINES			
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF COURT FI	190.00	824
Total WALWORTH COUNTY TREASURER-COURT FINES:		190.00	
WILLIAMS BAY AUTOMOTIVE			
100-52120-150 POLICE REPAIRS/MAINT	VEHICLE REPAIRS AND MAINT	98.47	824

GL Account and Title	Description	Amount	GL Period
Total WILLIAMS BAY AUTOMOTIVE:		98.47	
WILLIAMS BAY BUSINESS ASSN			
100-51965-000 WMS BAY BUSINESS ASSOC	2ND QTR 2024 ROOM TAX	18,488.44	824
Total WILLIAMS BAY BUSINESS ASSN:		18,488.44	
WISCONSIN SUPREME COURT			
100-51210-190 MUNICIPAL COURT TRAINING	2024 COURT CLERK SEMINAR	40.00	824
Total WISCONSIN SUPREME COURT:		40.00	
WITTE SUPPLY COMPANY			
100-55410-150 PARKS REPAIRS/MAINT	MULCH	36.00	824
Total WITTE SUPPLY COMPANY:		36.00	
Total 824:		141,973.86	
Grand Totals:		175,616.88	

Village Board Approval Date: _____

GL Account and Title	Description	Amount	GL Period
724			
MARTIN GROUP			
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	IT/ LICENSES/CONTRACTED SE	230.47	724
Total MARTIN GROUP:		230.47	
Total 724:		230.47	
824			
ARAM PUBLIC LIBRARY			
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	PROGRAMS FOR CHILDREN &	72.00	824
Total ARAM PUBLIC LIBRARY:		72.00	
BAKER & TAYLOR			
400-58200-000 ADULT PRINT	ADULT PRINT/ BOOK	865.63	824
400-58201-000 CHILDREN PRINT	CHILDREN'S BOOKS	249.08	824
410-58200-102 BOOKS, DONOR DESIGNATED	BOOKS DONOR DESIGNATED	87.57	824
Total BAKER & TAYLOR:		1,202.28	
UNIQUE SERVICES			
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	IT/LICENSES/CONTRACTED SE	50.00	824
Total UNIQUE SERVICES:		50.00	
Total 824:		1,324.28	
Grand Totals:		1,554.75	

Village Board Approval Date: _____

Monthly EFT Payments

Month: July 2024			
Vendor	Amount	Date	Purpose
Alliant	\$ 3,161.55	7/16/2024	Monthly Street Light Charges
Alliant	\$ 10,746.43	7/29/2024	Monthly Electric
Associated Bank	\$ 416.66	7/5/2024	Monthly HSA Contributions
AT&T Mobility	\$ 162.76	7/17/2024	Monthly charges for Street Dept Tablets, HarborMaster Cell phone, & Court Cell Phone
AT&T Mobility	\$ 806.10	7/17/2024	Monthly Charges for Police, Fire, Rescue & Administrator Cell Phones
AT&T	\$ 888.24	7/29/2024	Monthly Landline Charges
Delta Delta/Vision	\$ 904.90	7/1/2024	July Dental & Vision Insurance Premium
Employee Trust Funds	\$ 32,389.62	7/12/2024	Aug Health Insurance Premium
Employee Trust Funds	\$ 20,781.17	7/31/2024	June 2024 Retirement
Exxon	\$ 1,675.52	7/5/2024	Fuel
First National Bank & Trust	\$ 4,943.02	7/8/2024	Monthly Credit Card Charges
First National Bank & Trust	\$ 5,676.99	7/5/2024	Monthly HSA Contributions
GFL	\$ 19,860.20	7/5/2024	Monthly Garbage & Recycling
IRS	\$ 23,622.59	7/5/2024	Payroll Withholding Taxes
IRS	\$ 18,794.88	7/19/2024	Payroll Withholding Taxes
Pitney Bowes	\$ 154.19	7/5/2024	Postage
Spectrum	\$ 159.98	7/9/2024	Monthly Village Hall Internet
WE Energies	\$ 232.42	7/5/2024	Monthly Gas Charges
WI DOR	\$ 3,773.47	7/5/2024	Payroll Withholding Taxes
WI DOR	\$ 3,144.65	7/16/2024	Payroll Withholding Taxes
WI DOR	\$ 1,958.85	7/23/2024	June Sales Tax
WI DOT	\$ 3.00	7/24/2024	July License Plate Suspensions
	\$ 154,257.19		

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-41100 TAX LEVY-GENERAL	.00	1,413,828.68	1,763,209.00	349,380.32	80.2
100-41101 DELINQUENT PP TAX	.00	20.40	50.00	29.60	40.8
100-41104 UTILITY TAX EQUIVALENT	.00	.00	100,800.00	100,800.00	.0
100-41105 ROOM TAX	25,229.12	56,028.94	48,000.00	(8,028.94)	116.7
100-41106 CABLE FRANCHISE FEES	.00	23,532.75	50,000.00	26,467.25	47.1
100-41110 MERCY PILOT	.00	.00	56,000.00	56,000.00	.0
100-41200 COUNTY AND MUNICIPAL AID	.00	.00	29,979.00	29,979.00	.0
100-41201 SUPPLEMENTAL CTY & MUNICPL AID	.00	.00	80,227.00	80,227.00	.0
TOTAL TAXES	25,229.12	1,493,410.77	2,128,265.00	634,854.23	70.2
<u>INTERGOVERNMENTAL</u>					
100-42001 EXEMPT COMPUTER AID	.00	.00	469.00	469.00	.0
100-42002 STATE SHARED REVENUE	.00	.00	64,000.00	64,000.00	.0
100-42006 TRANSPORTATION AID	.00	104,207.44	200,000.00	95,792.56	52.1
100-42007 POLICE TRAINING FROM STATE	.00	.00	1,120.00	1,120.00	.0
100-42008 OTHER STATE AIDS	.00	.00	16,464.00	16,464.00	.0
100-42009 POLICE GRANT FROM CTY	.00	1,694.12	.00	(1,694.12)	.0
100-42010 POLICE SRO REVENUE	.00	28,506.62	71,285.00	42,778.38	40.0
100-42012 CLERK/ELECTION GRANTS	.00	306.43	.00	(306.43)	.0
TOTAL INTERGOVERNMENTAL	.00	134,714.61	353,338.00	218,623.39	38.1
<u>LICENSES & PERMITS</u>					
100-43001 LIQUOR/BEER LICENSE	.00	6,335.00	800.00	(5,535.00)	791.9
100-43002 OPERATOR LICENSE	120.00	2,140.00	3,000.00	860.00	71.3
100-43006 BUILDING PERMITS	.00	28,439.96	60,000.00	31,560.04	47.4
100-43007 ELECTRICAL PERMITS	.00	6,157.55	13,000.00	6,842.45	47.4
100-43008 PLUMBING PERMITS	.00	7,473.67	15,000.00	7,526.33	49.8
100-43009 ROOM TAX PERMIT	(25.00)	300.00	800.00	500.00	37.5
100-43013 RENTAL PROP ADMIN	.00	.00	20.00	20.00	.0
100-43014 CIGARETTE LICENSE	.00	300.00	300.00	.00	100.0
100-43015 ZONING AND PLANNING FEES	2,100.00	11,590.00	20,000.00	8,410.00	58.0
100-43016 TREE PERMIT	350.00	5,720.00	5,000.00	(720.00)	114.4
100-43018 DOG LICENSE	20.00	1,255.00	500.00	(755.00)	251.0
100-43021 TOURIST ROOMING HOUSE PERMIT	.00	4,950.00	6,750.00	1,800.00	73.3
100-43022 SHORT TERM RENTAL PERMIT	(950.00)	(950.00)	19,000.00	19,950.00	(5.0)
100-43025 TRANSIENT MERCHANT PERMIT	.00	400.00	.00	(400.00)	.0
100-43090 INVOICED SERVICE PAYMENTS	6,105.50	95,754.28	10,000.00	(85,754.28)	957.5
TOTAL LICENSES & PERMITS	7,720.50	169,865.46	154,170.00	(15,695.46)	110.2

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>PUBLIC CHARGES FOR SERVICE</u>					
100-44040 POLICE GEN REVENUE	64.00	163.00	250.00	87.00	65.2
100-44049 SPECIAL ASSESSMENT LETTERS	760.00	3,160.00	4,000.00	840.00	79.0
100-44060 STREET OPENING PERMIT	250.00	1,250.00	500.00	(750.00)	250.0
100-44095 TENNIS REVENUES	.00	.00	3,000.00	3,000.00	.0
100-44098 ZUMBA REVENUES	.00	.00	650.00	650.00	.0
100-44099 TAI CHI REVENUES	90.00	1,818.00	.00	(1,818.00)	.0
100-44100 BASEBALL/SOFTBALL REG FEES	.00	6,465.00	8,000.00	1,535.00	80.8
100-44102 ADULT PROGRAM REVENUES	178.00	3,220.00	3,500.00	280.00	92.0
100-44103 SUMMER PROGRAM REVENUES	.00	1,609.54	6,500.00	4,890.46	24.8
100-44106 DONATION FOR REC DEPT	.00	500.00	4,000.00	3,500.00	12.5
100-44107 FIELD HOUSE RENTALS	400.00	2,900.00	3,000.00	100.00	96.7
100-44108 EDGEWATER DEPOSIT	.00	1,000.00	.00	(1,000.00)	.0
100-44301 WATERWAY MARKERS	77.00	6,216.00	6,100.00	(116.00)	101.9
100-44620 LAKEFRONT/SHORE INCOME	677.75	15,735.75	15,000.00	(735.75)	104.9
100-44621 BEACH REVENUE	14,715.00	46,649.00	100,000.00	53,351.00	46.7
100-44622 LAUNCH REVENUE	21,657.50	118,786.00	180,000.00	61,214.00	66.0
100-44623 HORVATH DRY STORAGE REVENUE	.00	25,166.80	24,000.00	(1,166.80)	104.9
100-44625 TOWN OF LINN BEACH REVENUE	.00	.00	15,000.00	15,000.00	.0
100-44630 KAYAK/PADDLEBOARD RENTAL FEES	286.00	288.00	14,000.00	13,712.00	2.1
TOTAL PUBLIC CHARGES FOR SERVICE	39,155.25	234,927.09	387,500.00	152,572.91	60.6
<u>FINES & FORFEITURES</u>					
100-45001 COURT FINE REVENUE	4,793.60	18,840.71	28,267.00	9,426.29	66.7
100-45002 PARKING TICKET REVENUE	710.00	2,085.00	2,000.00	(85.00)	104.3
TOTAL FINES & FORFEITURES	5,503.60	20,925.71	30,267.00	9,341.29	69.1
<u>SOURCE 46</u>					
100-46000 WEED AND NUISANCE CONTROL	.00	.00	750.00	750.00	.0
TOTAL SOURCE 46	.00	.00	750.00	750.00	.0
<u>COMMERCIAL</u>					
100-48004 INTEREST ON INVESTMENTS	.00	110,562.27	130,000.00	19,437.73	85.1
100-48013 BOAT SLIP RENTAL	2,132.20	260,385.52	273,000.00	12,614.48	95.4
100-48015 GENEVA LK LAW ENFORCEMENT AGCY	.00	24,662.92	31,000.00	6,337.08	79.6
100-48016 MUNICIPAL BUSINESS LEASE PYMT	281.05	281.05	1,000.00	718.95	28.1
100-48500 STATE RECYCLING GRANTS	.00	8,167.70	.00	(8,167.70)	.0
TOTAL COMMERCIAL	2,413.25	404,059.46	435,000.00	30,940.54	92.9

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
100-49001 AURORA DONATION	.00	3,250.00	.00	(3,250.00)	.0
100-49002 INSURANCE PAYMENTS/REBATE	.00	4,205.00	2,500.00	(1,705.00)	168.2
100-49003 SALE OF VGE ASSET	1,500.00	1,500.00	10,000.00	8,500.00	15.0
100-49009 GENERAL MISC UNCLASS	894.00	954.08	1,000.00	45.92	95.4
100-49200 OPERATING TRANSFER	.00	.00	9,500.00	9,500.00	.0
TOTAL MISCELLANEOUS	2,394.00	9,909.08	23,000.00	13,090.92	43.1
TOTAL FUND REVENUE	82,415.72	2,467,812.18	3,512,290.00	1,044,477.82	70.3

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
GENERAL GOVERNMENT					
100-51110-110 VILLAGE BOARD WAGES	737.50	11,762.50	22,050.00	10,287.50	53.3
100-51110-121 VILLAGE BOARD FICA	56.42	899.86	1,687.00	787.14	53.3
100-51110-130 VILLAGE BOARD OTHER EXPENSE	.00	.00	2,475.00	2,475.00	.0
100-51210-110 MUNICIPAL COURT WAGES	2,914.70	21,860.25	33,891.00	12,030.75	64.5
100-51210-121 MUNICIPAL COURT FICA	222.98	1,672.35	2,593.00	920.65	64.5
100-51210-150 MUNICIPAL COURT IT FEES	.00	4,280.64	5,000.00	719.36	85.6
100-51210-160 MUNICIPAL COURT SUPPLIES	.00	33.87	500.00	466.13	6.8
100-51210-161 MUNICIPAL COURT POSTAGE	.00	.00	500.00	500.00	.0
100-51210-190 MUNICIPAL COURT TRAINING	.00	800.00	2,500.00	1,700.00	32.0
100-51400-000 RECRUITING FEES	.00	2,756.69	.00	2,756.69	.0
100-51405-000 BILLABLE SERVICES	.00	65,834.45	10,000.00	55,834.45	658.3
100-51410-110 GEN ADMIN WAGES	14,093.06	101,687.43	180,037.00	78,349.57	56.5
100-51410-121 GEN ADMIN FICA	1,008.78	7,362.46	13,814.00	6,451.54	53.3
100-51410-122 GEN ADMIN RETIREMENT	972.44	7,016.71	12,460.00	5,443.29	56.3
100-51410-123 GEN ADMIN HEALTH INSURANCE	.00	10,772.85	37,985.00	27,212.15	28.4
100-51410-124 GEN ADMIN LIFE INSURANCE	60.70	493.71	375.00	118.71	131.7
100-51410-127 GEN ADMIN HSA FUNDING	656.22	4,481.00	8,375.00	3,894.00	53.5
100-51410-130 GEN ADMIN IT EXPENSE	.00	3,419.97	960.00	2,459.97	356.3
100-51410-160 GEN ADMIN SUPPLIES	4.36	7,069.52	3,500.00	3,569.52	202.0
100-51410-161 GEN ADMIN POSTAGE	.00	2,231.65	11,900.00	9,668.35	18.8
100-51410-162 GEN ADMIN COPIER EXPENSE	181.47	1,898.55	3,384.00	1,485.45	56.1
100-51410-190 GEN ADMIN TRAINING	.00	1,746.93	6,500.00	4,753.07	26.9
100-51410-200 GEN ADMIN TELEPHONE	.00	1,987.35	6,624.00	4,636.65	30.0
100-51410-210 GEN ADMIN PUBLICATIONS	.00	1,903.62	5,000.00	3,096.38	38.1
100-51410-300 GEN ADMIN CODIFICATION	.00	.00	6,200.00	6,200.00	.0
100-51412-000 ELECTION EXPENSE	.00	2,335.31	4,205.00	1,869.69	55.5
100-51412-110 ELECTION WAGES	.00	3,550.00	20,000.00	16,450.00	17.8
100-51412-121 ELECTION FICA	.00	.00	60.00	60.00	.0
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	.00	16,774.68	29,603.00	12,828.32	56.7
100-51415-000 LEAGUE EXPENSES/DUES	.00	.00	3,707.00	3,707.00	.0
100-51510-000 INSURANCE EXPENSE	.00	66,376.34	75,519.00	9,142.66	87.9
100-51520-000 ASSESSOR CONTRACT	1,500.00	9,012.81	18,000.00	8,987.19	50.1
100-51521-000 PROPERTY REASSESSMENT	.00	.00	3,727.00	3,727.00	.0
100-51560-000 CONTINGENCY	.00	.00	35,660.00	35,660.00	.0
100-51570-000 AUDIT EXPENSE	.00	19,342.50	28,150.00	8,807.50	68.7
100-51575-000 FINANCIAL MGT PLAN EXPENSE	.00	17,208.75	.00	17,208.75	.0
100-51610-000 LEGAL SERVICES	.00	24,411.30	60,000.00	35,588.70	40.7
100-51650-000 MISCELLANEOUS-AUDIT	.00	17,500.00	.00	17,500.00	.0
100-51720-150 LIONS FIELD HOUSE REPAIR/MAINT	.00	193.92	2,262.00	2,068.08	8.6
100-51720-160 LIONS FIELD HOUSE SUPPLIES	58.46	82.45	937.00	854.55	8.8
100-51720-170 LIONS FIELD HOUSE GAS	.00	869.29	2,318.00	1,448.71	37.5
100-51720-171 LIONS FIELD HOUSE ELECTRIC	.00	465.70	1,861.00	1,395.30	25.0
100-51720-173 LIONS FIELD HOUSE W&S	.00	328.97	1,329.00	1,000.03	24.8
100-51720-175 JANITORIAL SERVICES	.00	2,178.70	5,882.00	3,703.30	37.0
100-51730-150 VH BLDG REPAIRS/MAINT	.00	683.21	8,000.00	7,316.79	8.5
100-51730-160 VH BLDG SUPPLIES	124.93	299.63	2,434.00	2,134.37	12.3
100-51730-170 VH BLDG GAS	.00	1,195.34	3,125.00	1,929.66	38.3
100-51730-171 VH BLDG ELECTRIC	.00	3,059.89	8,885.00	5,825.11	34.4
100-51730-173 VH BLDG WATER & SEWER	.00	848.34	2,567.00	1,718.66	33.1
100-51730-175 JANITORIAL SERVICES	.00	3,375.00	8,762.00	5,387.00	38.5
100-51965-000 WMS BAY BUSINESS ASSOC	.00	26,041.25	33,600.00	7,558.75	77.5
100-51970-000 SHORT TERM RENTAL ADMIN	.00	.00	6,600.00	6,600.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL GENERAL GOVERNMENT	22,592.02	478,105.74	745,503.00	267,397.26	64.1

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
100-52120-110 POLICE WAGES	53,408.14	378,516.43	695,987.00	317,470.57	54.4
100-52120-111 POLICE PT SHIFT PREMIUM	.00	102.50	600.00	497.50	17.1
100-52120-112 POLICE OT WAGES	7,496.09	29,145.61	100,000.00	70,854.39	29.2
100-52120-120 POLICE CONSULTANT WAGES	.00	10,838.86	.00	(10,838.86)	.0
100-52120-121 POLICE FICA	4,465.98	29,741.45	53,072.00	23,330.55	56.0
100-52120-122 POLICE RETIREMENT	8,371.04	55,432.80	108,379.00	52,946.20	51.2
100-52120-123 POLICE HEALTH INSURANCE	.00	35,016.37	133,254.00	98,237.63	26.3
100-52120-124 POLICE LIFE INSURANCE	83.33	639.22	1,021.00	381.78	62.6
100-52120-125 POLICE UNIFORMS	161.47	4,446.83	9,000.00	4,553.17	49.4
100-52120-127 POLICE HSA FUNDING	2,916.62	20,416.34	35,000.00	14,583.66	58.3
100-52120-130 POLICE IT EXPENSE	1,207.54	32,578.61	35,110.00	2,531.39	92.8
100-52120-140 POLICE CAPITAL OUTLAY	.00	275.13	.00	(275.13)	.0
100-52120-150 POLICE REPAIRS/MAINT	127.31	3,567.55	10,000.00	6,432.45	35.7
100-52120-160 POLICE SUPPLIES	1,371.12	2,800.95	7,880.00	5,079.05	35.6
100-52120-161 POLICE POSTAGE/CONFINEMENT	.00	293.35	150.00	(143.35)	195.6
100-52120-180 POLICE FUEL	.00	3,940.03	20,000.00	16,059.97	19.7
100-52120-190 POLICE TRAINING	.00	7,878.31	17,750.00	9,871.69	44.4
100-52120-200 POLICE TELEPHONE	.00	2,906.24	.00	(2,906.24)	.0
100-52120-210 POLICE COMMUNITY PROGRAMS	.00	.00	2,500.00	2,500.00	.0
100-52120-220 POLICE LICENSE SUPENSION FEE	.00	9.00	.00	(9.00)	.0
100-52130-110 WATER SAFETY PATROL	.00	30,317.00	30,317.00	.00	100.0
100-52130-120 GENEVA LAKE ENVIRONMENTAL AGCY	10,000.00	20,000.00	40,000.00	20,000.00	50.0
100-52130-130 GENEVA LAKE LAW ENFORCEMENT	.00	73,000.00	73,000.00	.00	100.0
100-52130-150 EMERGENCY MANAGEMENT	.00	451.65	1,200.00	748.35	37.6
100-52320-106 FIRE DEPT OFFICER PAY	2,022.67	14,494.69	.00	(14,494.69)	.0
100-52320-107 FIRE DEPT MEETING PAY	326.20	2,106.32	56,847.00	54,740.68	3.7
100-52320-108 FIRE DEPT DRILL PAY	563.20	5,544.00	.00	(5,544.00)	.0
100-52320-109 FIRE DEPT CALLS PAY	1,566.40	10,436.80	.00	(10,436.80)	.0
100-52320-120 FIRE DEPT TRAINING PAY	.00	596.16	.00	(596.16)	.0
100-52320-121 FIRE DEPT FICA	320.12	2,419.46	4,349.00	1,929.54	55.6
100-52320-122 FIRE DEPT RETIREMENT	76.54	512.72	717.00	204.28	71.5
100-52320-130 FIRE DEPT IT	.00	500.69	1,200.00	699.31	41.7
100-52320-150 FIRE DEPT REPAIRS/MAINT	.00	2,849.49	16,000.00	13,150.51	17.8
100-52320-160 FIRE DEPT SUPPLIES	.00	3,472.50	6,500.00	3,027.50	53.4
100-52320-170 FIRE DEPT GAS	.00	1,259.81	5,300.00	4,040.19	23.8
100-52320-171 FIRE DEPT ELECTRIC	.00	673.38	2,000.00	1,326.62	33.7
100-52320-173 FIRE DEPT WATER & SEWER	.00	314.03	800.00	485.97	39.3
100-52320-180 FIRE DEPT FUEL	.00	293.14	1,000.00	706.86	29.3
100-52320-190 FIRE DEPT TRAINING	.00	275.00	5,500.00	5,225.00	5.0
100-52320-200 FIRE DEPT TELEPHONE	.00	1,362.03	4,715.00	3,352.97	28.9
100-52340-107 DIVE TEAM MEETING PAY	18.60	18.60	1,363.00	1,344.40	1.4
100-52340-108 DIVE TEAM DRILL PAY	.00	124.00	.00	(124.00)	.0
100-52340-121 DIVE TEAM FICA	1.42	1.42	104.00	102.58	1.4
100-52340-145 DIVE TEAM TANK MAINTENANCE	.00	.00	4,260.00	4,260.00	.0
100-52340-150 DIVE TEAM REPAIRS/MAINT	.00	.00	600.00	600.00	.0
100-52340-190 DIVE TEAM TRAINING	.00	.00	1,250.00	1,250.00	.0
100-52360-106 RESCUE DEPT OFFICER PAY	362.25	2,535.75	.00	(2,535.75)	.0
100-52360-107 RESCUE DEPT MEETING PAY	55.80	353.40	15,106.00	14,752.60	2.3
100-52360-108 RESCUE DEPT TRAINING PAY	148.80	1,004.40	.00	(1,004.40)	.0
100-52360-109 RESCUE DEPT CALLS PAY	68.00	1,300.00	.00	(1,300.00)	.0
100-52360-121 RESCUE DEPT FICA	40.74	339.46	1,156.00	816.54	29.4
100-52360-122 RESCUE DEPT RETIREMENT	.00	4.14	.00	(4.14)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-52360-130 RESCUE DEPT IT EXPENSE	.00	217.89	89.00	(128.89)	244.8
100-52360-150 RESCUE DEPT REPAIRS/MAINT	.00	.00	300.00	300.00	.0
100-52360-160 RESCUE DEPT SUPPLIES	.00	29.99	1,000.00	970.01	3.0
100-52360-180 RESCUE DEPT FUEL	.00	293.14	.00	(293.14)	.0
100-52360-190 RESCUE DEPT TRAINING	.00	.00	1,080.00	1,080.00	.0
100-52360-200 RESCUE DEPT TELEPHONE	.00	348.07	2,747.00	2,398.93	12.7
TOTAL PUBLIC SAFETY	95,179.38	795,994.71	1,508,203.00	712,208.29	52.8

PUBLIC SAFETY

100-53100-160 BLDG INSP SUPPLIES	.00	373.15	.00	(373.15)	.0
100-53100-210 ZONING INSPECTION CONTRACT	1,679.00	7,971.00	25,000.00	17,029.00	31.9
100-53100-211 BLDG INSPECTION CONTRACT	.00	56,051.39	70,400.00	14,348.61	79.6
100-53100-215 CODE ENFORCEMENT CONTRACT	4,945.00	21,805.00	25,000.00	3,195.00	87.2
100-53100-220 STR ENFORCEMENT CONTRACT	745.00	5,145.00	2,500.00	(2,645.00)	205.8
TOTAL PUBLIC SAFETY	7,369.00	91,345.54	122,900.00	31,554.46	74.3

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
100-54100-110 DPW ADMIN WAGES	3,489.51	26,156.97	45,000.00	18,843.03	58.1
100-54100-121 DPW ADMIN FICA	224.06	1,680.45	3,467.00	1,786.55	48.5
100-54100-122 DPW ADMIN RETIREMENT	238.86	1,791.45	3,105.00	1,313.55	57.7
100-54100-123 DPW ADMIN HEALTH INSURANCE	6.64	3,378.11	9,999.00	6,620.89	33.8
100-54100-124 DPW ADMIN LIFE INSURANCE	.00	.00	90.00	90.00	.0
100-54100-127 DPW HSA FUNDING	208.33	1,458.26	2,500.00	1,041.74	58.3
100-54100-300 ENGINEERING	.00	1,097.50	10,000.00	8,902.50	11.0
100-54310-110 STREETS WAGES	8,380.86	55,839.99	88,928.00	33,088.01	62.8
100-54310-112 STREETS OT WAGES	359.58	2,215.06	3,500.00	1,284.94	63.3
100-54310-113 STREETS DBL OT WAGES	158.32	1,123.68	3,500.00	2,376.32	32.1
100-54310-121 STREETS FICA	662.56	4,367.21	7,485.00	3,117.79	58.4
100-54310-122 STREETS RETIREMENT	509.15	3,741.54	5,443.00	1,701.46	68.7
100-54310-123 STREETS HEALTH INSURANCE	.00	5,113.52	24,280.00	19,166.48	21.1
100-54310-124 STREETS LIFE INSURANCE	17.46	144.31	307.00	162.69	47.0
100-54310-125 STREETS UNIFORMS	.00	384.37	2,500.00	2,115.63	15.4
100-54310-127 STREETS HSA FUNDING	284.33	2,019.94	5,830.00	3,810.06	34.7
100-54310-150 STREETS EQUIP REPAIRS/MAINT	4,582.02	11,874.90	27,000.00	15,125.10	44.0
100-54310-160 STREETS SUPPLIES	19.99	1,669.01	6,500.00	4,830.99	25.7
100-54310-170 STREETS GAS	.00	2,580.26	4,000.00	1,419.74	64.5
100-54310-171 STREETS ELECTRIC	.00	1,908.78	6,000.00	4,091.22	31.8
100-54310-173 STREETS WATER & SEWER	.00	343.91	960.00	616.09	35.8
100-54310-175 STREETS ROAD MAINTENANCE	.00	24,560.00	25,000.00	440.00	98.2
100-54310-180 STREETS FUEL	.00	3,279.07	9,500.00	6,220.93	34.5
100-54310-190 STREETS TRAINING	.00	1,640.49	1,000.00	(640.49)	164.1
100-54310-200 STREETS TELEPHONE	.00	208.37	1,000.00	791.63	20.8
100-54310-280 SNOW/ICE CONTROL MATERIALS	.00	7,983.83	17,500.00	9,516.17	45.6
100-54310-281 TRAFFIC SIGNS/MARKINGS	.00	619.21	2,000.00	1,380.79	31.0
100-54310-282 HIGHWAY STRIPING/MARKING	.00	.00	1,000.00	1,000.00	.0
100-54420-000 STREET LIGHTING	.00	15,641.62	35,000.00	19,358.38	44.7
100-54710-000 REFUSE COLLECTIONS	.00	51,827.70	167,550.00	115,722.30	30.9
TOTAL PUBLIC WORKS	19,141.67	234,649.51	519,944.00	285,294.49	45.1

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEISURE ACTIVITIES</u>					
100-55210-110 REC DEPT WAGES	8,685.87	50,186.87	108,932.00	58,745.13	46.1
100-55210-121 REC DEPT FICA	648.36	3,770.45	8,333.00	4,562.55	45.3
100-55210-122 REC DEPT RETIREMENT	382.16	2,101.88	4,285.00	2,183.12	49.1
100-55210-123 REC DEPT HEALTH INSURANCE	.00	1,581.48	7,790.00	6,208.52	20.3
100-55210-124 REC DEPT LIFE INSURANCE	6.05	30.25	65.00	34.75	46.5
100-55210-127 REC DEPT HSA FUNDING	208.33	1,249.98	2,500.00	1,250.02	50.0
100-55210-130 REC DEPT IT	.00	505.48	1,036.00	530.52	48.8
100-55210-143 BASEBALL FIELD UPKEEP	.00	.00	4,500.00	4,500.00	.0
100-55210-150 REC DEPT REPAIRS/MAINTENANCE	.00	230.00	.00	(230.00)	.0
100-55210-160 REC DEPT SUPPLIES	58.35	1,222.78	2,400.00	1,177.22	51.0
100-55210-190 REC DEPT TRAINING	.00	110.05	743.00	632.95	14.8
100-55210-200 REC DEPT TELEPHONE	48.46	611.22	1,128.00	516.78	54.2
100-55210-210 REC DEPT PUBLICATIONS	.00	1,664.00	4,000.00	2,336.00	41.6
100-55210-270 REC DEPT BASEBALL UNIFORMS	.00	3,078.00	4,686.00	1,608.00	65.7
100-55210-271 REC DEPT BASEBALL EXPENSES	979.43	4,198.25	11,022.00	6,823.75	38.1
100-55210-274 REC DEPT ADULT FITNESS	.00	56.80	.00	(56.80)	.0
100-55210-275 REC DEPT PROGRAM EXPENSES	91.99	6,163.74	13,839.00	7,675.26	44.5
100-55210-278 REC DEPT BOO IN THE BAY	.00	.00	939.00	939.00	.0
100-55210-279 REC DEPT DONATION EXPENSES	.00	.00	1,229.00	1,229.00	.0
100-55210-280 KAYAK/PADDLEBOARD EXPENSE	143.99	143.99	1,381.00	1,237.01	10.4
100-55410-110 PARKS WAGES	5,005.44	29,130.70	47,213.00	18,082.30	61.7
100-55410-112 PARKS OT WAGES	84.18	889.95	2,454.00	1,564.05	36.3
100-55410-113 PARKS DBL OT WAGES	.00	288.63	2,598.00	2,309.37	11.1
100-55410-115 PARKS CONTRACT LABOR	.00	3,169.00	10,000.00	6,831.00	31.7
100-55410-121 PARKS FICA	376.83	2,224.79	4,134.00	1,909.21	53.8
100-55410-122 PARKS RETIREMENT	182.83	1,408.97	2,419.00	1,010.03	58.3
100-55410-123 PARKS HEALTH INSURANCE	.00	3,332.88	9,989.00	6,656.12	33.4
100-55410-124 PARKS LIFE INSURANCE	13.24	94.58	185.00	90.42	51.1
100-55410-125 PARKS UNIFORMS	.00	41.99	2,000.00	1,958.01	2.1
100-55410-127 PARKS HSA FUNDING	271.21	1,868.84	2,500.00	631.16	74.8
100-55410-148 TENNIS COURT MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
100-55410-150 PARKS REPAIRS/MAINT	159.58	5,713.40	19,000.00	13,286.60	30.1
100-55410-160 PARKS SUPPLIES	.00	439.96	1,500.00	1,060.04	29.3
100-55410-170 PARKS GAS	.00	603.77	4,500.00	3,896.23	13.4
100-55410-171 PARKS ELECTRIC	.00	2,858.54	6,500.00	3,641.46	44.0
100-55410-173 PARKS WATER & SEWER	.00	1,345.76	3,740.00	2,394.24	36.0
100-55410-180 PARKS FUEL	.00	2,148.74	7,500.00	5,351.26	28.7
100-55411-110 LAKEFRONT WAGES	20,208.88	54,778.61	109,424.00	54,645.39	50.1
100-55411-112 LAKEFRONT OT WAGES	.00	67.50	.00	(67.50)	.0
100-55411-121 LAKEFRONT FICA	1,545.99	4,195.75	8,371.00	4,175.25	50.1
100-55411-125 LAKEFRONT UNIFORMS	.00	.00	1,000.00	1,000.00	.0
100-55411-130 LAKEFRONT IT	.00	18.00	605.00	587.00	3.0
100-55411-150 LAKEFRONT REPAIRS/MAINT	.00	362.84	11,000.00	10,637.16	3.3
100-55411-153 LAKEFRONT PIER REPAIRS	1,345.95	14,802.95	70,000.00	55,197.05	21.2
100-55411-154 LAKEFRONT PIER INSTALLATION	16,541.71	16,541.71	80,000.00	63,458.29	20.7
100-55411-160 LAKEFRONT SUPPLIES	.00	10,080.35	10,500.00	419.65	96.0
100-55411-200 LAKEFRONT TELEPHONE	.00	257.29	1,000.00	742.71	25.7
100-55412-000 GENEVA LK LEVEL CORP	.00	.00	3,000.00	3,000.00	.0
100-55415-000 ENHANCEMENT COMMITTEE	(50.00)	308.27	800.00	491.73	38.5
TOTAL LEISURE ACTIVITIES	56,938.83	233,878.99	604,740.00	370,861.01	38.7

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONSERVATION & DEVELOPMENT</u>					
100-56120-000	HOLIDAY DECORATION SUPPLIES	.00	183.00	1,500.00	1,317.00	12.2
100-56130-000	TREE ENHANCEMENT	(200.00)	2,407.50	8,500.00	6,092.50	28.3
100-56420-190	HORVATH PROPERTY EXPENSE	.00	110.27	1,000.00	889.73	11.0
	TOTAL CONSERVATION & DEVELOPMENT	(200.00)	2,700.77	11,000.00	8,299.23	24.6
	<u>COST CATEGORY 57</u>					
100-57921-150	LATE FEES, PENALTIES, INTEREST	40.00	40.00	.00	(40.00)	.0
	TOTAL COST CATEGORY 57	40.00	40.00	.00	(40.00)	.0
	TOTAL FUND EXPENDITURES	201,060.90	1,836,715.26	3,512,290.00	1,675,574.74	52.3
	NET REVENUE OVER EXPENDITURES	(118,645.18)	631,096.92	.00	(631,096.92)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

POLCE DEPT DONATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>					
110-42004 POLICE DONATIONS	.00	5.00	1,841.00	1,836.00	.3
TOTAL INTERGOVERNMENTAL	.00	5.00	1,841.00	1,836.00	.3
TOTAL FUND REVENUE	.00	5.00	1,841.00	1,836.00	.3
NET REVENUE OVER EXPENDITURES	.00	5.00	1,841.00	1,836.00	.3

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

ARPA LOCAL RECOVERY FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL</u>					
115-42004	ARPA LOCAL RECOVERY FUNDS	.00	.00	280,220.00	280,220.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	280,220.00	280,220.00	.0
	TOTAL FUND REVENUE	.00	.00	280,220.00	280,220.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

ARPA LOCAL RECOVERY FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ARPA EXPENDITURES</u>					
115-52320-165	ARPA LOCAL RECOV EXPENDITURES	.00	35,067.16	280,220.00	245,152.84	12.5
	TOTAL ARPA EXPENDITURES	.00	35,067.16	280,220.00	245,152.84	12.5
	TOTAL FUND EXPENDITURES	.00	35,067.16	280,220.00	245,152.84	12.5
	NET REVENUE OVER EXPENDITURES	.00	(35,067.16)	.00	35,067.16	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

		EMS IGA FUNDS				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>						
120-41100	EMS TAX LEVY	.00	744,178.30	928,077.00	183,898.70	80.2
	TOTAL TAXES	.00	744,178.30	928,077.00	183,898.70	80.2
	TOTAL FUND REVENUE	.00	744,178.30	928,077.00	183,898.70	80.2

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

EMS IGA FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EMS IGA EXPENDITURES</u>					
120-52320-165	EMS IGA EXPENDITURES	34.99	156,877.89	930,633.00	773,755.11	16.9
	TOTAL EMS IGA EXPENDITURES	34.99	156,877.89	930,633.00	773,755.11	16.9
	TOTAL FUND EXPENDITURES	34.99	156,877.89	930,633.00	773,755.11	16.9
	NET REVENUE OVER EXPENDITURES	(34.99)	587,300.41	(2,556.00)	(589,856.41)	22977.

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC CHARGES FOR SERVICE</u>					
200-44460	WATER RESIDENTIAL SALES	(1,261.57)	225,944.86	508,000.00	282,055.14	44.5
200-44461	WATER COMMERCIAL SALES	.00	39,686.39	102,000.00	62,313.61	38.9
200-44463	WATER PUBLIC FIRE PROTECTION	47.99	132,659.06	265,000.00	132,340.94	50.1
200-44464	WATER PUBLIC AUTH SALES	.00	5,232.60	18,000.00	12,767.40	29.1
200-44465	PRIVATE FIRE REVENUE-WTR	.00	1,808.40	3,700.00	1,891.60	48.9
200-44466	MULTIFAMILY RESIDENTIAL	55.03	8,983.44	20,000.00	11,016.56	44.9
200-44470	WATER FORFEITED DISCOUNTS	735.96	2,344.89	4,000.00	1,655.11	58.6
200-44474	WATER OTHER REVENUE	.00	720.00	2,500.00	1,780.00	28.8
200-44475	IMPACT FEES	.00	15,737.50	40,000.00	24,262.50	39.3
	TOTAL PUBLIC CHARGES FOR SERVICE	(422.59)	433,117.14	963,200.00	530,082.86	45.0
	<u>COMMERCIAL</u>					
200-48004	INTEREST ON INVESTMENTS	.00	93,915.48	111,288.00	17,372.52	84.4
200-48005	PROPERTY RENTAL/TOWER LEASE	.00	31,064.57	60,000.00	28,935.43	51.8
200-48420	IMPACT FEE INTEREST INCOME	.00	2,680.78	1,000.00	(1,680.78)	268.1
	TOTAL COMMERCIAL	.00	127,660.83	172,288.00	44,627.17	74.1
	TOTAL FUND REVENUE	(422.59)	560,777.97	1,135,488.00	574,710.03	49.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
--	---------------	------------	--------	------------	------

WATER UTILITY

200-57346-000	NEW WATER METERS	.00	26,489.97	25,000.00	(1,489.97)	106.0
200-57346-100	METER REPLACEMENT PROGRAM	.00	.00	30,000.00	30,000.00	.0
200-57408-000	WATER TAX EQUIVALENT	.00	.00	100,800.00	100,800.00	.0
200-57427-000	INTEREST EXPENSE	.00	2,957.11	231,969.00	229,011.89	1.3
200-57599-000	WATER INSURANCE EXPENSE	.00	34,705.83	30,000.00	(4,705.83)	115.7
200-57600-150	WELL #3 - REPAIRS	.00	310.49	800.00	489.51	38.8
200-57601-150	WELL #1 - REPAIRS	.00	.00	800.00	800.00	.0
200-57602-150	WELL #2 - REPAIRS	.00	312.50	800.00	487.50	39.1
200-57610-140	WATER FUND CAPITAL OUTLAY	.00	333,981.48	50,936.00	(283,045.48)	655.7
200-57622-170	WATER POWER - NATURAL GAS	.00	1,543.84	7,000.00	5,456.16	22.1
200-57622-171	WATER POWER - ELECTRIC	.00	25,503.41	65,000.00	39,496.59	39.2
200-57623-160	WATER PUMPING SUPPLIES	.00	573.62	200.00	(373.62)	286.8
200-57623-170	WATER TESTING	750.00	1,367.44	3,000.00	1,632.56	45.6
200-57630-110	WATER TREATMENT - WAGES	4,143.60	30,810.39	41,715.00	10,904.61	73.9
200-57630-112	WATER TREATMENT - OT WAGES	275.40	1,325.11	3,168.00	1,842.89	41.8
200-57630-113	WATER TREATMENT - DBL OT WAGES	158.32	835.05	.00	(835.05)	.0
200-57630-121	WATER TREATMENT - FICA	344.43	2,455.76	3,353.00	897.24	73.2
200-57630-122	WATER TREATMENT - RETIREMENT	326.31	2,332.47	3,024.00	691.53	77.1
200-57630-123	WATER TREATMENT - HEALTH INS	.00	2,213.32	14,291.00	12,077.68	15.5
200-57630-124	WATER TREATMENT - LIFE INS	4.21	36.93	122.00	85.07	30.3
200-57630-127	WATER TREATMENT HSA FUNDING	138.88	972.16	3,330.00	2,357.84	29.2
200-57631-160	WATER TREATMENT CHEMICALS	2,160.00	46,406.49	135,000.00	88,593.51	34.4
200-57632-160	WATER TREATMENT SUPPLIES	.00	914.45	2,200.00	1,285.55	41.6
200-57635-150	WATER TREATMENT REPAIRS/ MAINT	.00	705.28	5,000.00	4,294.72	14.1
200-57640-110	WATER DISTRIBUTION - WAGES	4,144.81	30,819.28	41,840.00	11,020.72	73.7
200-57640-112	WATER DISTRIBUTION - OT WAGES	275.47	1,325.46	3,168.00	1,842.54	41.8
200-57640-113	WATER DISTRIBUTION-DBL OT WAGE	158.36	835.28	.00	(835.28)	.0
200-57640-121	WATER DISTRIBUTION - FICA	344.50	2,456.49	3,363.00	906.51	73.0
200-57640-122	WATER DISTRIBUTION -RETIREMENT	326.39	2,332.90	3,033.00	700.10	76.9
200-57640-123	WATER DISTRIBUTION - HLTH INS	.00	1,347.64	14,334.00	12,986.36	9.4
200-57640-124	WATER DISTRIBUTION - LIFE INS	4.21	36.93	122.00	85.07	30.3
200-57640-127	WATER DISTRIBUTION HSA FUNDING	138.90	972.30	3,340.00	2,367.70	29.1
200-57641-160	WATER DISTRIBUTION SUPPLIES	.00	4,252.95	6,000.00	1,747.05	70.9
200-57650-150	WATER TOWERS REPAIRS/MAINT	.00	14,626.40	1,000.00	(13,626.40)	1462.6
200-57651-150	WATER MAINS REPAIRS/MAINT	.00	20,638.34	35,000.00	14,361.66	59.0
200-57652-150	WATER SERVICES REPAIRS/ MAINT	.00	8,490.74	6,000.00	(2,490.74)	141.5
200-57653-151	WATER METER TESTING	.00	.00	3,000.00	3,000.00	.0
200-57654-150	HYDRANT REPAIRS/MAINT	.00	3,047.00	10,000.00	6,953.00	30.5
200-57656-150	CROSS CONNECTION INSPECTION	.00	9,050.00	22,000.00	12,950.00	41.1
200-57902-110	WATER ACCOUNTING - WAGES	4,630.07	32,959.62	.00	(32,959.62)	.0
200-57902-121	WATER ACCOUNTING - FICA	338.95	2,407.54	.00	(2,407.54)	.0
200-57902-122	WATER ACCOUNTING- RETIREMENT	319.48	2,274.30	.00	(2,274.30)	.0
200-57902-123	WATER ACCOUNTING - HEALTH INS	.00	4,406.03	.00	(4,406.03)	.0
200-57902-124	WATER ACCOUNTING - LIFE INS	11.32	72.62	.00	(72.62)	.0
200-57902-127	WATER ACCT HSA FUNDING	260.42	1,822.94	.00	(1,822.94)	.0
200-57903-125	WATER METER READING - UNIFORMS	.00	12.00	5,500.00	5,488.00	.2
200-57920-110	WATER ADMIN - WAGES	3,058.32	22,931.98	90,297.00	67,365.02	25.4
200-57920-121	WATER ADMIN - FICA	201.72	1,512.90	6,920.00	5,407.10	21.9
200-57920-122	WATER ADMIN - RETIREMENT	210.06	1,575.45	6,231.00	4,655.55	25.3
200-57920-123	WATER ADMIN - HEALTH INS	.00	2,666.32	20,288.00	17,621.68	13.1
200-57920-124	WATER ADMIN - LIFE INS	12.33	85.98	160.00	74.02	53.7
200-57920-127	WATER ADMIN HSA FUNDING	166.67	1,166.74	4,875.00	3,708.26	23.9

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
200-57921-130 WATER IT EXPENSE	.00	564.10	1,000.00	435.90	56.4
200-57921-160 WATER OFFICE SUPPLIES	.00	1,106.60	10,000.00	8,893.40	11.1
200-57921-200 WATER TELEPHONE	.00	736.24	850.00	113.76	86.6
200-57923-000 WATER ATTORNEY EXPENSE	.00	618.75	1,000.00	381.25	61.9
200-57924-000 WATER ENGINEERING EXPENSE	.00	9,583.75	5,000.00	(4,583.75)	191.7
200-57925-000 WATER AUDIT EXPENSE	.00	.00	12,000.00	12,000.00	.0
200-57925-100 WATER RATE STUDY EXPENSE	.00	4,152.45	14,000.00	9,847.55	29.7
200-57928-000 WATER REGULATORY EXPENSE	.00	.00	950.00	950.00	.0
200-57930-130 WATER DRUG TESTING EXPENSE	.00	230.50	500.00	269.50	46.1
200-57930-140 WATER DIGGERS HOTLINE EXPENSE	.00	869.00	2,900.00	2,031.00	30.0
200-57930-190 WATER TRAINING EXPENSE	.00	2,989.20	3,000.00	10.80	99.6
200-57933-150 WATER TRANSP REPAIRS/MAINT	.00	.00	1,500.00	1,500.00	.0
200-57933-180 WATER FUEL EXPENSE	.00	217.45	1,500.00	1,282.55	14.5
200-57934-000 WATER DEBT SERVICE PRINCIPAL	.00	.00	237,537.00	237,537.00	.0
200-57935-150 WATER PLANT REPAIRS/MAINT	21.00	2,365.40	25,000.00	22,634.60	9.5
200-57945-000 WATER DEBT SERVICE MISC EXP	.00	558.33	160.00	(398.33)	349.0
200-57951-000 WATER SHOP TOOLS	.00	84.93	500.00	415.07	17.0
200-57952-000 WATER LAB EQUIPMENT	.00	1,470.15	.00	(1,470.15)	.0
TOTAL WATER UTILITY	22,924.13	716,426.08	1,361,376.00	644,949.92	52.6
WATER UTILITY					
200-58801-000 IT SUPPORT/ANNUAL FEES	.00	4,984.73	.00	(4,984.73)	.0
TOTAL WATER UTILITY	.00	4,984.73	.00	(4,984.73)	.0
TOTAL FUND EXPENDITURES	22,924.13	721,410.81	1,361,376.00	639,965.19	53.0
NET REVENUE OVER EXPENDITURES	(23,346.72)	(160,632.84)	(225,888.00)	(65,255.16)	(71.1)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

FIRE DEPARTMENT 2% DUES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>					
215-42004 2% FIRE DUES	.00	.00	26,000.00	26,000.00	.0
TOTAL INTERGOVERNMENTAL	.00	.00	26,000.00	26,000.00	.0
TOTAL FUND REVENUE	.00	.00	26,000.00	26,000.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

FIRE DEPARTMENT 2% DUES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>2% DUES EXPENDITURES</u>					
215-52320-106	FIRE INSPECTOR OFFICER WAGES	517.50	3,622.50	6,000.00	2,377.50	60.4
215-52320-121	FIRE INSPECTOR FICA	43.00	335.15	460.00	124.85	72.9
215-52320-165	FIRE DUES 2% EXPENDITURES	.00	50,594.55	10,000.00	(40,594.55)	506.0
	TOTAL 2% DUES EXPENDITURES	560.50	54,552.20	16,460.00	(38,092.20)	331.4
	TOTAL FUND EXPENDITURES	560.50	54,552.20	16,460.00	(38,092.20)	331.4
	NET REVENUE OVER EXPENDITURES	(560.50)	(54,552.20)	9,540.00	64,092.20	(571.8)

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

ACT 102 RESCUE GRANT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ACT 102 GRANT EXPENDITURES</u>					
220-52320-165	ACT 102 EXPENDITURES	.00	7,372.89	.00	(7,372.89)	.0
	TOTAL ACT 102 GRANT EXPENDITURES	.00	7,372.89	.00	(7,372.89)	.0
	TOTAL FUND EXPENDITURES	.00	7,372.89	.00	(7,372.89)	.0
	NET REVENUE OVER EXPENDITURES	.00	(7,372.89)	.00	7,372.89	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

		RECYCLING FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>						
225-41100	TAX LEVY-RECYCLING	.00	78,360.77	97,725.00	19,364.23	80.2
	TOTAL TAXES	.00	78,360.77	97,725.00	19,364.23	80.2
<u>INTERGOVERNMENTAL</u>						
225-42500	STATE RECYCLING GRANTS	.00	.00	8,500.00	8,500.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	8,500.00	8,500.00	.0
	TOTAL FUND REVENUE	.00	78,360.77	106,225.00	27,864.23	73.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

RECYCLING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECYCLING</u>					
225-54635-130 RECYCLING OTHER EXPENSE	.00	.00	16,000.00	16,000.00	.0
225-54635-131 RECYCLING FEES	.00	27,716.68	81,725.00	54,008.32	33.9
225-54635-150 RECYCLING REPAIRS/MAINT	.00	1,835.42	3,000.00	1,164.58	61.2
225-54635-160 RECYCLING PROGRAM SUPPLIES	.00	500.00	500.00	.00	100.0
225-54635-165 RECYCLING TIPPING FEES	.00	.00	5,000.00	5,000.00	.0
TOTAL RECYCLING	.00	30,052.10	106,225.00	76,172.90	28.3
TOTAL FUND EXPENDITURES	.00	30,052.10	106,225.00	76,172.90	28.3
NET REVENUE OVER EXPENDITURES	.00	48,308.67	.00	(48,308.67)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

KISHWAUKETOE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
230-48996 KISHAUKETOE REIMBURSE	24,573.53	64,850.75	.00	(64,850.75)	.0
TOTAL COMMERCIAL	24,573.53	64,850.75	.00	(64,850.75)	.0
TOTAL FUND REVENUE	24,573.53	64,850.75	.00	(64,850.75)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

KISHWAUKETOE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>KNC OPERATIONS</u>					
230-58100-110	KNC REGULAR WAGES	11,238.31	46,998.17	.00	(46,998.17)	.0
230-58100-121	KNC FICA	853.50	3,548.50	.00	(3,548.50)	.0
230-58100-122	KNC RETIREMENT	286.80	2,205.36	.00	(2,205.36)	.0
230-58100-123	KNC HEALTH INSURANCE	.00	2,596.64	.00	(2,596.64)	.0
230-58100-124	KNC LIFE INSURANCE	5.00	33.16	.00	(33.16)	.0
230-58100-127	KNC HSA FUNDING	208.33	1,458.31	.00	(1,458.31)	.0
230-58100-130	KNC OTHER EXPENSE	.00	5.00	.00	(5.00)	.0
230-58100-180	KNC FUEL	.00	58.63	.00	(58.63)	.0
230-58100-200	KNC PHONE EXPENSE	.00	7.00	.00	(7.00)	.0
	TOTAL KNC OPERATIONS	12,591.94	56,910.77	.00	(56,910.77)	.0
	TOTAL FUND EXPENDITURES	12,591.94	56,910.77	.00	(56,910.77)	.0
	NET REVENUE OVER EXPENDITURES	11,981.59	7,939.98	.00	(7,939.98)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

HALLOWEEN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>HALLOWEEN EXPENDITURES</u>					
245-52320-165	COMMUNITY EVENTS	.00	150.00	.00	(150.00)	.0
	TOTAL HALLOWEEN EXPENDITURES	.00	150.00	.00	(150.00)	.0
	TOTAL FUND EXPENDITURES	.00	150.00	.00	(150.00)	.0
	NET REVENUE OVER EXPENDITURES	.00	(150.00)	.00	150.00	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

FIRE & DIVE TEAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
260-47500 INTEREST INCOME	.00	1,155.64	.00	(1,155.64)	.0
TOTAL SOURCE 47	.00	1,155.64	.00	(1,155.64)	.0
TOTAL FUND REVENUE	.00	1,155.64	.00	(1,155.64)	.0
NET REVENUE OVER EXPENDITURES	.00	1,155.64	.00	(1,155.64)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

RESCUE SQUAD FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
270-47500 INTEREST INCOME	.00	141.31	.00	(141.31)	.0
TOTAL SOURCE 47	.00	141.31	.00	(141.31)	.0
TOTAL FUND REVENUE	.00	141.31	.00	(141.31)	.0
NET REVENUE OVER EXPENDITURES	.00	141.31	.00	(141.31)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC CHARGES FOR SERVICE</u>					
300-44460	SEWER RESIDENTIAL SALES	(1,290.67)	483,697.08	1,000,000.00	516,302.92	48.4
300-44461	SEWER COMMERCIAL SALES	.00	74,697.16	168,000.00	93,302.84	44.5
300-44464	SEWER PUBLIC AUTHORITY SALES	.00	7,200.50	14,000.00	6,799.50	51.4
300-44470	SEWER FORFEITED DISCOUNTS	1,015.03	3,218.96	5,200.00	1,981.04	61.9
300-44475	SEWER CONNECTION FEE	.00	23,250.00	62,400.00	39,150.00	37.3
	TOTAL PUBLIC CHARGES FOR SERVICE	(275.64)	592,063.70	1,249,600.00	657,536.30	47.4
	<u>COMMERCIAL</u>					
300-48004	INTEREST ON INVESTMENTS	.00	41,763.83	91,000.00	49,236.17	45.9
300-48005	PROPERTY RENTAL INCOME	.00	.00	13,395.00	13,395.00	.0
	TOTAL COMMERCIAL	.00	41,763.83	104,395.00	62,631.17	40.0
	TOTAL FUND REVENUE	(275.64)	633,827.53	1,353,995.00	720,167.47	46.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER UTILITY</u>					
300-58427-000 INTEREST EXPENSE	.00	.00	115,585.00	115,585.00	.0
300-58801-000 IT SUPPORT/ANNUAL FEES	.00	2,547.30	6,000.00	3,452.70	42.5
300-58960-000 SEWER DEBT SERVICE	.00	.00	103,181.00	103,181.00	.0
300-58964-110 SEWER ACCOUNTING - WAGES	4,630.07	32,959.19	.00	(32,959.19)	.0
300-58964-121 SEWER ACCOUNTING - FICA	338.92	2,407.43	.00	(2,407.43)	.0
300-58964-122 SEWER ACCOUNTING - RETIREMENT	319.44	2,274.04	.00	(2,274.04)	.0
300-58964-123 SEWER ACCOUNTING - HEALTH INS	.00	4,405.98	.00	(4,405.98)	.0
300-58964-124 SEWER ACCOUNTING - LIFE INS	11.29	72.55	.00	(72.55)	.0
300-58964-127 SEWER ACCT HSA FUNDING	260.42	1,822.84	.00	(1,822.84)	.0
300-58965-000 SEWER DEBT SERVICE MISC EXP	.00	558.33	261.00	(297.33)	213.9
300-58965-110 SEWER ADMIN - WAGES	3,058.32	22,931.98	90,297.00	67,365.02	25.4
300-58965-121 SEWER ADMIN - FICA	201.68	1,512.60	6,920.00	5,407.40	21.9
300-58965-122 SEWER ADMIN - RETIREMENT	210.04	1,575.30	6,231.00	4,655.70	25.3
300-58965-123 SEWER ADMIN - HEALTH INS	.00	2,666.28	20,288.00	17,621.72	13.1
300-58965-124 SEWER ADMIN - LIFE INS	12.33	85.98	160.00	74.02	53.7
300-58965-127 SEWER ADMIN HSA FUNDING	166.66	1,166.69	4,875.00	3,708.31	23.9
300-58965-140 SEWER CAPITAL OUTLAY	.00	114,294.15	.00	(114,294.15)	.0
300-58966-160 SEWER OPERATING SUPPLIES	.00	54.80	500.00	445.20	11.0
300-58966-170 SEWER UTILITIES - NATURAL GAS	.00	495.07	3,750.00	3,254.93	13.2
300-58966-171 SEWER UTILITIES - ELECTRIC	.00	4,270.55	14,130.00	9,859.45	30.2
300-58967-000 SEWER FUEL EXPENSE	.00	451.94	2,279.00	1,827.06	19.8
300-58967-150 SEWER VEHICLE REPAIRS & MAINT	.00	.00	3,065.00	3,065.00	.0
300-58968-150 SEWER COLLECTION SYSTEM MAINT	.00	5,344.27	10,000.00	4,655.73	53.4
300-58969-130 SEWER IT EXPENSE	.00	.00	650.00	650.00	.0
300-58969-160 SEWER OFFICE SUPPLIES	.00	1,106.58	10,000.00	8,893.42	11.1
300-58969-200 SEWER TELEPHONE	.00	736.22	807.00	70.78	91.2
300-58970-000 SEWER ATTORNEY EXPENSE	.00	618.75	926.00	307.25	66.8
300-58972-000 SEWER AUDIT EXPENSE	.00	.00	12,000.00	12,000.00	.0
300-58973-000 SEWER ENGINEERING EXPENSE	.00	1,503.75	2,000.00	496.25	75.2
300-58974-000 SEWER INSURANCE EXPENSE	.00	34,705.83	29,330.00	(5,375.83)	118.3
300-58975-190 SEWER TRAINING EXPENSE	.00	805.75	250.00	(555.75)	322.3
300-58978-000 SLIP LINERS	.00	.00	50,000.00	50,000.00	.0
300-58980-300 WALCOMET SEWERAGE EXPENSES	69,931.06	428,045.28	725,000.00	296,954.72	59.0
300-58980-310 WALCOMET SEWER CONNECTION FEE	4,230.00	25,380.00	62,400.00	37,020.00	40.7
300-58996-000 I & I REDUCTION	.00	.00	20,000.00	20,000.00	.0
TOTAL SEWER UTILITY	83,370.23	694,799.43	1,300,885.00	606,085.57	53.4
TOTAL FUND EXPENDITURES	83,370.23	694,799.43	1,300,885.00	606,085.57	53.4
NET REVENUE OVER EXPENDITURES	(83,645.87)	(60,971.90)	53,110.00	114,081.90	(114.8)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

LIBRARY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
400-41100	TAX LEVY-LIBRARY FUND	.00	194,750.86	242,877.00	48,126.14	80.2
	TOTAL TAXES	.00	194,750.86	242,877.00	48,126.14	80.2
	<u>COMMERCIAL</u>					
400-48004	INTEREST ON BANK ACCOUNT	670.63	3,022.02	.00	(3,022.02)	.0
400-48905	COUNTY REIMBURSEMENT	56,923.50	113,847.00	113,847.00	.00	100.0
400-48955	DONOR DESIGNATED FUNDS	1,330.00	1,330.00	.00	(1,330.00)	.0
400-48960	MISC REV FOR BOARD COMMITMENT	200.00	200.00	.00	(200.00)	.0
	TOTAL COMMERCIAL	59,124.13	118,399.02	113,847.00	(4,552.02)	104.0
	TOTAL FUND REVENUE	59,124.13	313,149.88	356,724.00	43,574.12	87.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY OPERATIONS</u>					
400-58100-110 LIBRARY WAGES	15,973.88	116,948.20	203,279.00	86,330.80	57.5
400-58100-121 LIBRARY FICA	1,060.68	7,743.84	15,551.00	7,807.16	49.8
400-58100-122 LIBRARY RETIREMENT	821.05	6,200.59	11,112.00	4,911.41	55.8
400-58100-123 LIBRARY HEALTH INSURANCE	49.39	11,960.97	36,104.00	24,143.03	33.1
400-58100-127 LIBRARY HSA FUNDING	833.32	5,529.15	10,000.00	4,470.85	55.3
400-58100-130 LIBRARY EQUIPMENT	.00	2,988.97	3,000.00	11.03	99.6
400-58100-135 LIBRARY ADMINISTRATION COSTS	.00 (	2,195.37)	9,500.00	11,695.37	(23.1)
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	.00	825.83	4,000.00	3,174.17	20.7
400-58100-155 LIBRARY BLDG SUPPLIES	.00	27.99	1,000.00	972.01	2.8
400-58100-160 LIBRARY SUPPLIES	.00	2,433.27	4,000.00	1,566.73	60.8
400-58100-161 LIBRARY POSTAGE	.00	13.60	125.00	111.40	10.9
400-58100-170 LIBRARY BLDG GAS	.00	1,563.98	3,500.00	1,936.02	44.7
400-58100-171 LIBRARY BLDG ELECTRIC	.00	2,416.66	6,800.00	4,383.34	35.5
400-58100-173 LIBRARY BLDG WATER & SEWER	.00	336.44	1,130.00	793.56	29.8
400-58100-175 JANITORIAL SERVICES	.00	3,375.00	8,100.00	4,725.00	41.7
400-58100-200 LIBRARY TELEPHONE	.00	1,262.89	2,000.00	737.11	63.1
400-58200-000 ADULT PRINT	891.76	7,446.95	10,000.00	2,553.05	74.5
400-58200-100 ADULT DIGITAL	.00	1,878.04	2,100.00	221.96	89.4
400-58201-000 CHILDREN PRINT	179.51	3,091.10	3,500.00	408.90	88.3
400-58201-100 CHILDREN DIGITAL	(64.99) (	64.99)	2,000.00	2,064.99	(3.3)
400-58210-000 LIBRARY TRAINING & CONFERENCES	.00	.00	2,000.00	2,000.00	.0
400-58220-000 LIBRARY MILEAGE EXPENSE	.00	.00	458.00	458.00	.0
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	31.03	854.31	3,000.00	2,145.69	28.5
400-58232-000 LIBRARY CRAFTS	68.50	400.14	700.00	299.86	57.2
400-58240-000 LIBRARY MEDIA	79.47	1,752.16	3,700.00	1,947.84	47.4
400-58255-000 LIB FRIENDS EXPENDITURE	.00	32.00	.00 (	32.00)	.0
400-58280-000 LIBRARY PERIODICALS	.00	1,819.24	2,500.00	680.76	72.8
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	50.00	9,649.77	15,000.00	5,350.23	64.3
400-58330-000 DONOR DESIGNATED EXPENDITURES	.00	.00	1,200.00	1,200.00	.0
TOTAL LIBRARY OPERATIONS	19,973.60	188,290.73	365,359.00	177,068.27	51.5
TOTAL FUND EXPENDITURES	19,973.60	188,290.73	365,359.00	177,068.27	51.5
NET REVENUE OVER EXPENDITURES	39,150.53	124,859.15	(8,635.00) (	133,494.15)	1446.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

LIBRARY DONATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
410-48004 INTEREST ON INVESTMENTS	.00	.00	3,500.00	3,500.00	.0
410-48925 FRIENDS REVENUE	.00	.00	3,000.00	3,000.00	.0
410-48940 LIBRARY CHAPIN REVENUE	.00	.00	4,000.00	4,000.00	.0
410-48955 DONOR DESIGNATED FUNDS	.00	4,904.15	3,000.00	(1,904.15)	163.5
410-48960 MISC REV FOR BOARD COMMITMENT	189.00	2,066.99	4,000.00	1,933.01	51.7
TOTAL COMMERCIAL	189.00	6,971.14	17,500.00	10,528.86	39.8
TOTAL FUND REVENUE	189.00	6,971.14	17,500.00	10,528.86	39.8

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

LIBRARY DONATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LIBRARY OPERATIONS</u>					
410-58200-101	BOOKS, BOARD COMMITTED	.00	.00	200.00	200.00	.0
410-58200-102	BOOKS, DONOR DESIGNATED	.00	91.95	500.00	408.05	18.4
410-58240-101	MEDIA, DONOR DESIGNATED	.00	.00	200.00	200.00	.0
410-58250-000	LIBRARY CHAPIN EXPENDITURES	.00	2,866.12	4,000.00	1,133.88	71.7
410-58255-000	LIB FRIENDS EXPENDITURE	122.92	1,102.02	3,000.00	1,897.98	36.7
410-58330-000	DONOR DESIGNATED EXPENDITURES	.00	1,001.54	.00	(1,001.54)	.0
410-58340-000	BOARD COMMITTED EXPENDITURES	231.14	2,731.79	3,621.00	889.21	75.4
	TOTAL LIBRARY OPERATIONS	354.06	7,793.42	11,521.00	3,727.58	67.7
	TOTAL FUND EXPENDITURES	354.06	7,793.42	11,521.00	3,727.58	67.7
	NET REVENUE OVER EXPENDITURES	(165.06)	(822.28)	5,979.00	6,801.28	(13.8)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

		FIREWORKS FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>						
415-42004	FIREWORKS DONATION	9,574.00	29,164.00	.00	(29,164.00)	.0
	TOTAL INTERGOVERNMENTAL	9,574.00	29,164.00	.00	(29,164.00)	.0
	TOTAL FUND REVENUE	9,574.00	29,164.00	.00	(29,164.00)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

FIREWORKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIREWORKS EXPENDITURE</u>					
415-52320-165 FIREWORKS EXPENDITURE	.00	25,342.77	.00	(25,342.77)	.0
TOTAL FIREWORKS EXPENDITURE	.00	25,342.77	.00	(25,342.77)	.0
TOTAL FUND EXPENDITURES	.00	25,342.77	.00	(25,342.77)	.0
NET REVENUE OVER EXPENDITURES	9,574.00	3,821.23	.00	(3,821.23)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
500-48004 INTEREST ON INVESTMENTS	.00	.00	79,731.00	79,731.00	.0
500-48125 GRANT REVENUE	.00	.00	85,635.00	85,635.00	.0
TOTAL COMMERCIAL	.00	.00	165,366.00	165,366.00	.0
TOTAL FUND REVENUE	.00	.00	165,366.00	165,366.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>COST CATEGORY 50</u>					
500-50000-140	CAPITAL IMPROVEMENTS	.00	.00	600,000.00	600,000.00	.0
	TOTAL COST CATEGORY 50	.00	.00	600,000.00	600,000.00	.0
	<u>COST CATEGORY 51</u>					
500-51410-130	GENERAL ADMINISTRATION	.00	1,450.00	.00	(1,450.00)	.0
500-51410-140	GEN ADMIN IT CAPITAL OUTLAY	.00	.00	30,000.00	30,000.00	.0
	TOTAL COST CATEGORY 51	.00	1,450.00	30,000.00	28,550.00	4.8
	<u>COST CATEGORY 52</u>					
500-52120-140	POLICE DEPT CAPITAL OUTLAY	.00	86,054.76	74,000.00	(12,054.76)	116.3
500-52130-140	EMERGENCY MGT CAPITAL OUTLAY	.00	20,973.29	299,087.00	278,113.71	7.0
500-52320-140	FIRE SUPPRESSION/CAPITAL OUTLA	.00	52,416.74	200,000.00	147,583.26	26.2
	TOTAL COST CATEGORY 52	.00	159,444.79	573,087.00	413,642.21	27.8
	<u>COST CATEGORY 54</u>					
500-54310-131	CAPITAL PROJECT - TR TENNIS CT	.00	100,909.44	.00	(100,909.44)	.0
500-54310-140	STREETS/HIGHWAYS	.00	805.36	500,000.00	499,194.64	.2
	TOTAL COST CATEGORY 54	.00	101,714.80	500,000.00	398,285.20	20.3
	<u>COST CATEGORY 55</u>					
500-55210-140	REC DEPARTMENT CAPITAL OUTLAY	.00	.00	320,000.00	320,000.00	.0
500-55410-140	PARKS/CAPITAL OUTLAY	.00	2,142.50	300,000.00	297,857.50	.7
500-55411-140	BEACH/LAUNCH/LAKEFRONT/CAPITAL	.00	500.00	195,000.00	194,500.00	.3
	TOTAL COST CATEGORY 55	.00	2,642.50	815,000.00	812,357.50	.3
	TOTAL FUND EXPENDITURES	.00	265,252.09	2,518,087.00	2,252,834.91	10.5
	NET REVENUE OVER EXPENDITURES	.00	(265,252.09)	(2,352,721.00)	(2,087,468.91)	(11.3)

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

CAPITAL EQUIPMENT FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>COST CATEGORY 55</u>					
550-55410-140	PARKS CAPITAL OUTLAY	<u>.00</u>	<u>8,993.40</u>	<u>.00</u>	<u>(8,993.40)</u>	<u>.0</u>
	TOTAL COST CATEGORY 55	<u>.00</u>	<u>8,993.40</u>	<u>.00</u>	<u>(8,993.40)</u>	<u>.0</u>
	TOTAL FUND EXPENDITURES	<u>.00</u>	<u>8,993.40</u>	<u>.00</u>	<u>(8,993.40)</u>	<u>.0</u>
	NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>(8,993.40)</u>	<u>.00</u>	<u>8,993.40</u>	<u>.0</u>

DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
600-41100	TAX LEVY-DEBT SERVICE	.00	721,141.15	899,347.00	178,205.85	80.2
	TOTAL TAXES	.00	721,141.15	899,347.00	178,205.85	80.2
	TOTAL FUND REVENUE	.00	721,141.15	899,347.00	178,205.85	80.2

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
600-59160-000 PRINCIPAL-DEBT SERVICE LTD	.00	930,400.00	640,015.00	(290,385.00)	145.4
600-59260-000 INTEREST-DEBT SERVICE LTD	.00	308,680.75	259,332.00	(49,348.75)	119.0
600-59360-000 DEBT SERVICE MISC EXPENSE	.00	158.34	.00	(158.34)	.0
TOTAL COST CATEGORY 59	.00	1,239,239.09	899,347.00	(339,892.09)	137.8
TOTAL FUND EXPENDITURES	.00	1,239,239.09	899,347.00	(339,892.09)	137.8
NET REVENUE OVER EXPENDITURES	.00	(518,097.94)	.00	518,097.94	.0



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting August 13, 2024

August 6, 2024

APPLICANT: Aurora University (Owner), Topography Hospitality, LLC (Applicant), Attorney Nicholas Egert (Agent)

TAX KEYS: WWUP 00011, WGT 00010, WA119800002, WA222400001, WA499800002, and EW 200020

STREET ADDRESS: George Williams College Campus

Applicant requests discussion and comments regarding a proposed Comprehensive Plan text amendment, Comprehensive Plan Future Land Use Map amendment, and PDO Planned Development Overlay concept plan for The Preserve at Williams Bay.

Staff Comments:

- The Village Planner has prepared a memo dated August 6, 2024 regarding the submittal.
- The PDO Planned Development Overlay concept plan is complete and includes all information outlined in Section 390-0709.F(4) Concept plan requirements.
- At the Plan Commission meeting, the applicant shall engage in an informal discussion with the Plan Commission regarding the planned development concept plan. Appropriate topics for discussion may include the any of the information provided in the concept plan submittal packet, or other items as determined by the Plan Commission. The Plan Commission shall make a recommendation to the Village Board regarding next steps for the applicant.
- At a subsequent Village Board meeting, the applicant shall engage in an informal discussion with the Village Board regarding the planned development concept plan, addressing topics similar to those discussed with the plan Commission. The Village Board shall offer suggested next steps for the applicant.
- Points of discussion, recommendations, and suggestions conveyed at this stage of the process shall be in no way be binding upon the applicant or the Village, but should be considered as the informal, nonbinding basis for proceeding to the next step. The preferred procedure is for one or more iterations of Plan Commission review of the concept plan to occur prior to introduction of the formal application for rezoning, which accompanies the General Development Plan application.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator



To: Village of Williams Bay
From: Sonja Kruesel, AICP
Date: August 6, 2024
Re: “The Preserve” – Relationship of PDO Zoning to Comprehensive Plan

Project Description

The Village has heard multiple conceptual presentations regarding the proposed redevelopment of the former George Williams College campus as well as the former Golf Course property which is partially located within Village limits and partly outside of Village limits. The proposed development, put forth by the developer “Topography,” is conceptualized as a privately-run, for-profit, low-intensity resort campus to include both developed areas for lodging, amenities, and outdoor active recreation, as well as substantial areas reserved for passive recreation in a natural setting. If the proposed project proceeds, it will require multiple actions to be approved by the Village Plan Commission and Village Board including a Comprehensive Plan Amendment, Rezoning, and Annexation.

Comprehensive Plan Compatibility

In prior Village meetings, it has been established that the proposed development would require a rezoning in order to enable the proposed development. Essentially any rezoning will also trigger the need for a Comprehensive Plan Amendment since the existing zoning and future land use designations were developed specifically to preserve the prior institutional land uses until the time when a new development concept was proposed for consideration. Rezoning to use Planned Development Overlay (PDO) zoning also triggers the need for a Comprehensive Plan Amendment because PDO zoning constitutes a true zoning map amendment just like any other rezoning request. According to Wisconsin State Law, any rezoning request must be consistent with the Comprehensive Plan.

Comprehensive Plan Amendment Request

In response to the above analysis, the developer has submitted a formal request to amend the Comprehensive Plan, after hearing initial feedback and direction from the Village during a public meeting. The request is scheduled for a conceptual review at the August 13 Plan Commission meeting.

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
342 North Water Street • Milwaukee, Wisconsin 53202 • 414.421.2001 • 414.732.2035 Fax
www.vandewalle.com

Shaping places, shaping change

Specifically, Topography requests to amend the text of the Comprehensive Plan to allow for “limited resort” land uses by amending the land use category title and description. The request also includes amendment of the future land use map for the former golf course parcel (the forty-acre parcel currently located outside of the Village limits) from Planned Neighborhood to “Institutional Campus and Limited Resort”.

Procedures for amending the Comprehensive Plan are governed by State Law. Prior to scheduling formal public hearings in accordance with the required procedures, the applicant is requesting a conceptual, informal review of their submitted request.

Planned Development Overlay Zoning Request

Planned Development zoning is a multi-step process in which a customized, negotiated zoning overlay district is created. Step one entails a pre-application review with Village Staff. Step two entails a conceptual zoning overlay review meeting with the Plan Commission. Step three includes a public hearing and request for a zoning map amendment to approve a “General Development Plan”. Finally, step four includes review and approval of a “Final Development Plan”.

The developer has requested that a conceptual review of the PDO zoning district occur at the same meeting as the conceptual review of the Comprehensive Plan amendment request. In this way, the Plan Commission may review both applications at the same time to better understand how the zoning may be consistent with a future Comprehensive Plan amendment.

Conceptual review is non-binding but offers an opportunity to ask questions and provide feedback before further formal applications are developed.

A more detailed zoning review is provided by the Village’s Zoning Administrator.

Village of Williams Bay and Topography, LLC – Proposed “The Preserve” Development

Potential Schedule for Application Review*							
	July 23 – August 6	August 6	August 13 Plan Commission	Late August / Early September	September	October X (TBD) Joint Meeting of Plan Comm. & Village Board	Future Meeting
Comprehensive Plan		Publish Packet	Concept	Submit notice to newspaper	Publish Class I Notice (30 Days before hearing)	Joint Hearing, Plan Commission Recommendation, Village Board Action	
Annexation						Annexation Ordinance and Temporary Zoning	
Planned Development Overlay (PDO)	Step 1. Prepare application (per Ordinance) and Pre-application meeting with staff	Publish Packet	Step 2. Concept Review (informational, non-binding) <i>Applicant to submit formal GDP application before notice is published in the newspaper as soon as possible after concept review</i>	Submit notice to newspaper <i>Dependent on submittal of formal GDP application</i>	Publish Class II Notice	Step 3. PDO-GDP (General Development Plan - formal map amendment) <i>FDP (Final Development Plan to be submitted <u>after</u> GDP approval)</i>	Step 4. PDO-FDP (Final Development Plan)
Development Agreement	Meet with Village Engineer and other Village Staff to review public improvements					Agree on concepts of the Development Agreement (<i>Formal approval aligned with the FDP</i>)	Development Agreement Approval

*This is a draft schedule that may not be inclusive of every application required to proceed with proposed development. Dates are hypothetical and dependent on timely submittal of formal applications and completion of staff reviews.

Ordinance Requirements for PDO Concept Review

Section 390-0709 PDO Planned Development Overlay District

Subsection (F) governs the “Concept Plan” step of PDO review. Application requirements are listed in subsection (4) below.

4. The **Concept Plan** submittal shall include the following items:
 - A. A location map of the subject property and its vicinity.
 - B. A general written description of the proposed planned development, including:
 1. General project themes and images.
 2. The general mix of dwelling unit types and/or land uses.
 3. Approximate residential densities and nonresidential intensities as described by dwelling units per acre, landscaping surface ratio, and/or other appropriate measures of density and intensity.
 4. General treatment of natural features.
 5. General relationship to nearby properties and public streets.
 6. General relationship of the project to the Comprehensive Plan.
 7. A written description of potentially requested exemptions or variations from the requirements of the underlying base zoning district. The purpose of this information shall be to provide the Plan Commission with information necessary to determine the relative merits of the project with respect to private versus public benefit, and to evaluate the potential adverse impacts created by making exemptions to standard zoning district requirements.
 8. A conceptual drawing of the site plan layout, including the general locations of public streets and/or private drives.

See Ordinance **Section 390-0709(G) for GDP requirements** and **Section 390-0709(H) for FDP requirements**.

<https://ecode360.com/34302133>



VANDEWALLE & ASSOCIATES INC.

To: Village of Williams Bay

From: Sonja Kruesel, AICP

Date: May 7, 2024

Re: “The Preserve” – Request for Comprehensive Plan Amendment

Project Description

Topography Hospitality, LLC (“Topography”) submitted a letter to the Village requesting initiation of a process to amend the Village’s Comprehensive Plan to enable development at the site of the former George Williams College and former Golf Course.



Existing Comprehensive Plan

The Village of Williams Bay Comprehensive Plan contains a Future Land Use Map which designates the recommended future land use for all parcels within the Village.

According to State Law, zoning decisions must be consistent with the Comprehensive Plan.

The Future Land Use designation for the former George Williams College campus is “Institutional Campus.” The zoning district appropriate for implementing this Land Use category is P&I – Parks and Institutional. The Institutional Campus land use category was developed and mapped specifically to preserve large, long-held institutional uses like George Williams College and Yerkes Observatory. If a different land use was proposed, it would most likely require a Comprehensive Plan amendment in addition to potential rezoning actions. This regulatory framework allows the Village to take time in evaluating a land use change, and to have more legislative control and discretion about what kind of land use change is appropriate on these long-held institutional properties. Further, it allows for public input during a Comprehensive Plan amendment process and during a rezoning process.

The Future Land Use designation for the former Golf Course parcel is “Planned Neighborhood.” The zoning districts most appropriate for implementing this Land Use

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax

342 North Water Street • Milwaukee, Wisconsin 53202 • 414.421.2001 • 414.732.2035 Fax

www.vandewalle.com

Shaping places, shaping change

category are a mix of residential districts further detailed in this memo. Planned Neighborhood was recommended as the future land use in this area primarily due to proximity to the Williams Bay schools. While the former Golf Course is not within Village limits, future zoning must be consistent with the Comprehensive Plan upon annexation.

The proposed development is not allowed in the current zoning district (on the former College property). Therefore, rezoning is required to enable development. Rezoning to anything other than P&I is not allowed without a Comprehensive Plan Amendment. The former golf course is outside of existing Village boundaries and would require annexation and zoning that is consistent with the Comprehensive Plan. A Planned Development Overlay (PDO) constitutes a rezoning regardless of whether the base district changes, therefore PDO zoning must also be consistent with the Comprehensive Plan.

Future Land Use Categories

Former Golf Course → Planned Neighborhood: (yellow with brown polka dots):

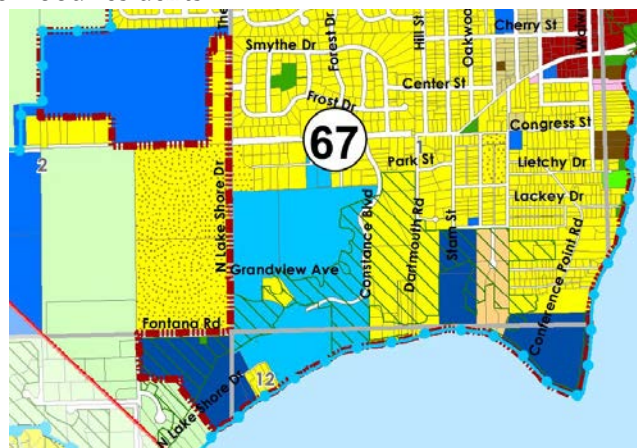
Within each Planned Neighborhood, the Village encourages a carefully planned mix of development comprised of the following future land use categories:

- Single-Family Residential (Low, Medium, Small Lot) (at least 65% of residential units),
- Two-Family and Multi-Family Residential (maximum of 35% of residential units),
- Neighborhood Mixed-Use,
- Community Facility,
- Parks and Open Space.

Planned Neighborhoods are intended to provide diverse housing options within the same neighborhood. Planned Neighborhoods also locate essential community amenities and services within walking distance of neighborhood residents.

Former George Williams College → Institutional Campus: (light blue)

This future land use category is intended to encompass large-scale campuses for George Williams College, Women's Leadership Center, and Yerkes Observatory. Institutional Campus uses have been shown on the Future Land Use map in areas of the Village where these uses existed at the time the Comprehensive Plan was written.



The above image is a screenshot from the Village of Williams Bay Comprehensive Plan Future Land Use Map, Adopted 2023

Comprehensive Plan Amendment Process

Amendments to the Comprehensive Plan, whether it is a change to the future land use map or to the text of the Plan, must follow the procedures outlined in Section 66.1001(4) of Wisconsin Statutes.

The procedures include adoption of a “Public Participation Plan (PPP)” which informs the public of opportunities to comment at stages of the amendment process. While the Village adopted a PPP during its 2023 Comprehensive Plan update, it may be advisable to adopt a new resolution to essentially reaffirm that public input opportunities will be available and to signal to the public that an amendment process has been initiated. To approve a PPP, the Plan Commission and Village Board need to adopt a Resolution. A resolution and PPP are enclosed in meeting packets for May 13, 2024.

Certain meetings and notices must also occur to amend the Comprehensive Plan. The Plan Commission must make a recommendation to the Board regarding an amendment via Resolution. Additionally, a 30-day Class I notice must be published ahead of a public hearing that is held by the Village Board. The Village Board must act on an approved amendment by Ordinance. Certain notices must be mailed to surrounding and overlapping taxing jurisdictions upon adoption of an amendment.

Tentative Comprehensive Plan Amendment Schedule

No.	Task	Timeframe
1.	Village Plan Commission announces the opening of the Plan Amendment process, hears a presentation of the request from the developer, provides initial guidance regarding possible amendment to the Comprehensive Plan, reviews tentative amendment schedule.	May 13, 2024
2.	Village Plan Commission adopts a Resolution approving Public Participation Procedures.	May 13, 2024
3.	Village Board adopts a Resolution approving Public Participation Procedures.	May Village Board Meeting
4.	Developer prepares formal amendment request, typically accompanied by guidance from Village Staff regarding submittal of complete application materials.	May-June
5.	Optional discussion of proposed amendment at a Plan Commission meeting.	June-July
6.	Village Clerk distributes requested Plan Amendments to surrounding and overlapping jurisdictions.	June-July
7.	Public review period (publication of required Class I 30-day notice).	Begins upon publication

8.	Joint Meeting: 1. Village Board holds public hearing. 2. Plan Commission adopts Resolution recommending Plan Amendments. 3. Village Board adopts Ordinance adopting Plan Amendments.	Public Hearing may occur 30 days after publication of notice. The Village Board adoption action may occur at the Joint Meeting or at a subsequent Village Board meeting.
9.	Village Clerk distributes amended Plan to surrounding and overlapping jurisdictions.	After adoption

Purple – Plan Commission Meetings

Green – Village Board Meetings

Red – Joint Meeting

White – Administrative processes

Feedback Regarding Potential Comprehensive Plan Amendment

Below is a list of potential options for amendment to the land use recommendations of the Comprehensive Plan. These are presented to help guide the Plan Commission and generate discussion. The Plan Commission should provide direction to staff regarding how to assist the applicant in generating an amendment application. Analysis of options for amendment to the plan are presented as follows:

1. Retain “Institutional Campus” on Future Land Use (FLU) Map and the same text in the Comprehensive Plan.
 - a. Result: does not allow development to proceed because it only allows for P&I zoning which does not allow resort.
2. Amend the future land use map to “Private Recreation.”
 - a. Result: Only allows for Lakeshore Business (LSB) Zoning. The LSB Zoning District is meant to accommodate only existing development and may be more broad than desired for the proposed development.
3. Amend the future land use map to “Park & Open Space.”
 - a. Result: Only allows for P&R Zoning. This would not accommodate the proposed development.
4. Keep the Map unchanged but amend the text and title of “Institutional Campus.”
 - a. Result: customized land use category that allows the limited resort features of the proposal to proceed without opening other parcels in the Village to the same potential.
5. Create a new land use category called “Limited Resort” and amend the Map to said category.
 - a. Result: like option 4 but a more direct and slightly less customized approach.

The future land use for the former golf course property could follow the selected option above or use a separate category such as Park and Open Space. If the Village is in favor of amending the Comprehensive Plan to allow the proposed development to proceed, the Village Planner recommends consideration of 4 and 5 above.

Once the land use is amended, compliant rezoning requests can be made. This includes potential use of Planned Development Overlay zoning. Use of PDO Zoning for the resort development is likely, since none of the Village's standard zoning districts can accommodate the mix of uses occurring in the proposed development. Future zoning for the former golf course could also use PDO zoning or may likely be able to use a standard zoning district that accommodates park and open space. It is possible for rezoning requests to be made concurrently with a Comprehensive Plan amendment or may be submitted upon completion of the amendment process.

PLAN COMMISSION RESOLUTION
RECOMMENDING THE ADOPTION OF A PUBLIC PARTICIPATION PLAN
FOR THE VILLAGE OF WILLIAMS BAY, WISCONSIN

WHEREAS, the Village of Williams Bay on April 3, 2023, adopted the Village of Williams Bay Comprehensive Plan, under the authority of and procedures established by §66.1001(4), Wisconsin Statutes; and

WHEREAS, that 2023 Comprehensive Plan document advises both the regular Plan Commission review of the Comprehensive Plan, as well as the ability to respond to unique circumstances which arise in relation to the Comprehensive Plan which are distinct from the regular plan review process, and to enable the Village's consideration of potential amendments where the Plan becomes irrelevant or contradictory to emerging policy or trends; and

WHEREAS, §66.1001(4)(a), Wisconsin Statutes, requires that the governing body of the local governmental unit adopt written procedures designed to foster public participation at every stage of the comprehensive plan preparation or amendment process, and that such written procedures shall provide for wide distribution of draft plan materials, an opportunity for the public to submit written comments on the plan materials, and a process for the governing body to respond to such comments; and

WHEREAS, the Village of Williams Bay believes that meaningful public involvement in processes designed to periodically consider and adopt amendments to its Comprehensive Plan is important to assure that the resulting Plan and adopted amendments meet the wishes and expectations of the public; and

WHEREAS, the attached "Village of Williams Bay Comprehensive Plan Amendment Public Participation Plan" includes procedures to foster public participation, ensure distribution of draft plan materials, provide opportunities for written comments on such materials, and provide mechanisms to respond to such comments.

NOW, THEREFORE, BE IT RESOLVED that the Plan Commission of the Village of Williams Bay hereby recommends that the Village Board adopt a resolution to constitute official Village approval of the attached "Village of Williams Bay Comprehensive Plan Amendment Public Participation Plan" as required under §66.1001(4)(a), Wisconsin Statutes.

Adopted this 13th day of May 2024.

William Duncan, Plan Commission Chair

Tina Kolls, Village Clerk

VILLAGE OF WILLIAMS BAY COMPREHENSIVE PLAN AMENDMENT PUBLIC PARTICIPATION PLAN

Section 1: Introduction

A key required component of Section 66.1001 of Wisconsin Statutes—the State’s comprehensive planning legislation—is actively involving community stakeholders as each local comprehensive plan is being developed, updated, or amended. Public participation helps to ensure that the resulting comprehensive plan accurately reflects the vision, goals, and values of citizens of the community.

Section 66.1001(4)(a) of Wisconsin Statutes requires the Village of Williams Bay to adopt, by resolution, written procedures designed to foster public participation at every stage in the preparation or subsequent amendment of its comprehensive plan. The written procedures must provide for wide distribution of the comprehensive plan, an opportunity for the public to submit written comments on the plan, and provisions for local response to such comments. This document meets this statutory requirement. It serves to establish the procedures that will be used to consider and potentially adopt amendments to the Village’s Comprehensive Plan.

Once this public participation plan is adopted by the Village, it will continue to be valid, and it will apply to all amendments to the Village’s Comprehensive Plan that are proposed and considered in the future.

Section 2: Major Goals of Public Participation Strategy

- Provide opportunities for the public to participate in processes to consider and adopt amendments to the Village’s Comprehensive Plan.
- Adopt plan amendments that reflect the ideas, desires, and objectives of most residents and property owners.
- Meet both the letter and spirit of Wisconsin’s Comprehensive Plan legislation.
- Use the Village’s Plan Commission as a foundation for guiding the plan amendment process.
- Recognize that the goals expressed above must be balanced with the need to complete the comprehensive plan amendments within a reasonable timeframe.

Section 3: Selected Public Participation Techniques

The Village will, at a minimum, use the following techniques to obtain public input during the plan amendment process:

- Assure that all Plan Commission and Village Board meetings to consider and adopt amendments are open to the public and are noticed as required by State open meeting regulations.
- Provide an opportunity for public comment at each public meeting held on the plan amendment. Some meetings will be intended to encourage wide participation from the public. Other meetings are intended to be work sessions for the Plan Commission, Village Board, or some combination. The public comment period will be provided at either the beginning or end of each public meeting, or at one or more other parts of the meeting, at the discretion of the Plan Commission or Village Board. This will allow the Commission or Village Board to concentrate on completing tasks without interruption, while still allowing the public an opportunity to observe and comment.

- Hold at least one formal public hearing on the proposed comprehensive plan amendments and the adopting ordinance prior to adoption. All members of the public will have an opportunity to present testimony and offer comments at the public hearing. The public hearing will be noticed and held per the requirements of Wisconsin Statutes, Section 66.1001.

Section 4: Opportunities for Comments/Responses on Draft Comprehensive Plan Amendments

The Village will have available copies of draft plan amendment materials on the Village website and at Village Hall during normal business hours. The Village will also provide the draft and final plan amendments to adjacent and overlapping governments and non-metallic mineral interests as required by statute, and to members of the participating public as requested. The Village may charge for public copies an amount equal to the costs of time and materials to produce such copies.

Public comments will be solicited and responded to at every stage of the plan amendment process. Written comments on the comprehensive plan amendments may also be delivered, mailed, or emailed to the Village Clerk. The Village will respond to written comments via telephone, email, mail, meeting, and/or through consideration of appropriate changes to the comprehensive plan, or to the proposed amendments to the comprehensive plan.

EGERT LAW, S.C.

835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147

Nicholas A. Egert, Attorney

Debra K. Arnold, Paralegal
Angelina Damirchan, Paralegal
Jean C. Rossmiller, Legal Assistant

Telephone: 262-248-6600
Facsimile: 262-248-6262
info@egertlawfirm.com

July 19, 2024

HAND DELIVERED

Ms. Bonnie Schaeffer, Zoning Administrator
Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191

***Re: Application to Amend Comprehensive Plan
The George Williams College Campus, 350 Constance Blvd., Williams Bay
Tax Parcel Nos. WWUP 00011, WGT 00010, WGT 00009,
WA119800002, WA222400001, WA499800002, and E W 200020***

Dear Bonnie:

As you will recall, I represent Topography Hospitality, LLC, ("Topography"), who is under contract to purchase the above-referenced parcels, commonly known as George Williams College Campus and more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property"). We appreciate the Village's decision to consider a review of and possible amendment to its Comprehensive Plan. Topography now asks that the Village proceed with its consideration and adoption of an amendment to its Comprehensive Plan.

Pursuant to the procedure described in Wisconsin Statutes Section 66.1001(4), Topography hereby applies and petitions the Village of Williams Bay to amend the text of its Comprehensive Plan, as well as the Future Land Use Map contained in the Comprehensive Plan, as follows.

First, we respectfully request that the future land use category presently identified as "Institutional Campus" be retitled to be known as "Institutional Campus and Limited Resort" and adopt the corresponding text revision for this future land use category, as set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

Second, we respectfully request that the Village consider a map amendment with respect to Tax Parcel No. E W 200020 (the "Southern Preserve Parcel"). The Southern Preserve Parcel is a 40-acre parcel that is largely unimproved and was formerly part of the George Williams golf course.

Ms. Bonnie Schaeffer, Zoning Administrator
July 19, 2024
Page 2

The Southern Preserve Parcel is identified as "Planned Neighborhood" under the current Comprehensive Plan. We ask that the future land use map be amended to designate this parcel part of the aforementioned "Institutional Campus and Limited Resort" future land use category. A depiction of the Southern Preserve Parcel is attached hereto as Exhibit C and incorporated herein by this reference.

Lastly, an updated Site Plan for the Property is included herewith. The Site Plans shows minor updates to the main campus area along with additional detail of the vision hill amphitheater and retreat center. The Southern Preserve Parcel is planned to be annexed into the Village in conjunction with Topography's subsequent application for Concept Plan Approval. The Southern Preserve Parcel would be home to a racquet center and join the rest of the former golf course as part of the Preserve. The forty acre parcel to its North is planned for possible future annexation depending on (1) Topography's ability to do so without creating an "island" in the Town of Walworth and (2) further planning with the Village's for this parcel's optimal future land use plans.

We appreciate the work and effort of the Village and its staff in this matter to date. We agree with the staff's suggestion of continuing with the process (as set forth by Ms. Sonja Kruesel of Vandewalle & Associates, Inc.) with the optional meeting to discuss this application with the Plan Commission prior to the requisite public hearing. We hope this will allow for more specific discussions and feedback for all parties and stakeholders.

Sincerely,



Nicholas A. Egert

NAE/jcr
Enclosures

cc: Mr. William Duncan, Village President (with enclosures)
Mr. David Lothspeich, Village Administrator (with enclosures)
Mr. Mark Schroeder, Village Attorney (with enclosures)
Topography Hospitality, Inc. (with enclosures)
Aurora University (with enclosures)

EXHIBIT "A"

Legal Description

Parcel 1:

A parcel of land located in the SW 1/4 of Section 1, T1N, R16E, and the NW 1/4 of Section 12, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Beginning on the Easterly line of the Williams Bay-Fontana Road at a point located 40.00 feet South of the North line of said Southwest 1/4 of Section 1; thence N 44° 52' E 21.63 feet to a point on the South line of State Trunk Highway No. "36" (now Highway "67"/ West Geneva Street) located 40.00 feet East of the West line of said Southwest 1/4 of Section 1; thence N 88° 45' E along the South line of said highway 169.91 feet to the Northwest corner of Lot 14 of Observatory Subdivision as recorded in Volume 5 of Plats on Page 102, at the Office of the Register of Deeds in Elkhorn, Wisconsin; thence S 1° 00' W along the West line of said Lot 14, 302.32 feet; thence N 88° 45' E along the South line of said Lots 14 and 13, 135.76 feet to the centerline of Observatory Place as shown on the recorded plat of Observatory Subdivision; thence S 1° 00' W along the centerline of said road 352.00 feet; thence N 88° 45' E 360.00 feet to the Southeast corner of Lot 28 of Observatory Subdivision; thence S 1° 03' W along the East line of said subdivision 591.00 feet; thence S 88° 45' W 15.00 feet; thence S 1° 03' W along the centerline of Tennis Avenue, (now vacated) as shown on the plat of Grand Terrace Subdivision as recorded in Volume 5, Page 15 and 16 of Plats at the Office of the Register of Deeds in Elkhorn, Wisconsin, 615.00 feet to the North line of Grand View Avenue; thence S 88° 45' W along the North line of said Grand View Avenue 664.18 feet to the East line of the Williams Bay-Fontana Road; thence N 1° 00' E along said East line 1845.18 feet to the place of beginning.

ALSO beginning at the intersection of the East line of said Williams Bay-Fontana Road and the South line of Grand View Avenue; thence N 88° 45' E along the South line of said Grand View Avenue 440.45 feet to the Northwest corner of Lot 65 of Grand Terrace Subdivision; thence S 1° 00' W along the West line of said Lot 65, 141.14 feet; thence N 88° 45' E 14.00 feet to a point on the North line of Lot 56 of Grand Terrace Subdivision located 25.00 feet East of the Northwest corner of said Lot 56; thence S 1° 00' W 162.38 feet to a concrete monument located on the South line of said Lot 56; thence Southeasterly along the Southerly line of Lots 56, 55, 54, and 53 of Grand Terrace Subdivision to a concrete monument located on the most Southerly corner of said Lot 53 and located S 65° 55' E 324.07 feet from the last mentioned concrete monument; thence N 46° 56' E along the Southeasterly line of said Lot 53 and the Northeasterly extension of said line 195.49 feet to the centerline of Tennis Avenue (now vacated) and a concrete monument; thence South-Southeasterly along the centerline of said Tennis Avenue (now vacated) to a concrete monument on the Northerly line of Constance Boulevard located S 49° 02' E 223.13 feet from the last mentioned concrete monument; thence S 76° 05' E 113.63 feet to a point on the Southerly line of said Constance Boulevard; thence N 77° 40' E 256.30 feet; thence S 1° 02' W 707.59 feet more or less to the shore of Geneva Lake; thence Southwesterly along the shore of Geneva Lake 856 feet more or less to the most Easterly corner of Lot 8, Grand Terrace Subdivision; thence N 27° 59' W along the Easterly line of said Lot 8, 401.16 feet to the Southerly line of Outing Street; thence N 13° 48' W 20.00 feet to a concrete monument on the Northerly line of said Outing Street; thence Westerly and Southwesterly along the Northerly line of said Outing Street 288.12 feet more or less to the most Easterly corner of the Southwesterly 30.00 feet of Lot 26, Grand Terrace Subdivision; thence N 23° 32' W along the Northeasterly line of said Southwesterly 30.00 feet and the Northwesterly extension thereof 345.78 feet to the Northerly line of Constance Boulevard; thence S 63° 41' W along the Northerly line of said Constance Boulevard 131.57 feet to the West line of said Section 12; thence N 1° 25' E along the said West line 225.51 feet; thence S 89° 48' E 25.00 feet; thence N 1° 25' E along the East line of Williams Bay-Fontana Road 66.00 feet; thence N 1° 00' E along the East line of said road 736.93 feet to the place of beginning.

ALSO a parcel of land located in Lot 14; Observatory Subdivision, located in the Village of Williams Bay, Walworth County, Wisconsin, described as follows:

EXHIBIT "A"
Legal Description

Beginning at the southwest corner of said Lot 14; thence East along the south line of said lot 45.29 feet; thence N 40° 59' 30" W 66.18 feet to a point on the west line of said Lot 14; thence S 2° 09' 30" W along the west line of said Lot 14, 50.00 feet to the place of beginning.

EXCEPTING THEREFROM a parcel of land located in the Southwest 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 14, Observatory Subdivision located in said Southwest 1/4; thence East along the south line of said Lot 14, 45.29 feet to the place of beginning; thence S 68° 02' 00" E 80.12 feet; thence N 2° 15' 06" E along the west end of Observatory Place, (a street located in said subdivision), 30.00 feet to the south line of said Lot 14; thence West along the south line of said Lot 14, 75.47 feet to the place of beginning.

ALSO EXCEPTING THEREFROM a parcel of land being part of Lot 9 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as:

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southernly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

FURTHER EXCEPTING THEREFROM a parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) north, range sixteen (16) east according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WWUP 00011

Parcel 2:

A parcel of land being part of Lot 9 in Grand Terrace Subdivision at Lake Geneva Wis., Village of Williams Bay, Walworth County, Wisconsin.

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southernly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

Tax Key No: WGT 00010

EXHIBIT "A"
Legal Description

Parcel 3:

A parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) North, Range Sixteen (16) East according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WGT 00009

Parcel 4:

Lot 2 of Certified Survey No. 1198 recorded in Volume 5 of Certified Surveys on Page 278 as Document No. 73877 and located in the SW 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin.

Tax Key No. WA 119800002

Parcel 5:

Lot 1 of Certified Survey Map No. 2224, according to the recorded plat thereof recorded in Volume 10 of Certified Surveys on page 348 as Document No. 244340, located in the NW 1/4 of the SW 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin.

EXCEPTING THEREFROM all that portion thereof as is set forth in the Plat of Certified Survey Map No. 3510, recorded December 17, 2002, in Volume 20 of Certified Surveys on Page 248, as Document No. 536289.

Tax Key No. WA222400001

Parcel 6:

Outlet 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

Tax Parcel No. WA499800002

Parcel 7:

The Southeast quarter of the Southeast quarter of Section 2 in Township 1 North, Range 16 East, Town of Walworth, Walworth County, Wisconsin.

Tax Key No. E W 200020

EXHIBIT B

Institutional Campus and Limited Resort

Description: This future land use category is intended to encompass large-scale campuses for George Williams College, Women's Leadership Center, and Yerkes Observatory. Institutional Campus uses have been shown on Map 5 in areas of the Village where these uses existed at the time this Plan was written. This category also includes potential for limited resort and resort-related incidental uses.

Recommended Zoning: The existing Village zoning district most appropriate to implement this future land use category includes the P&I Public and Institutional district and the P&R Parks and Recreation Zoning District. A Planned Development Overlay zoning district may be used to enable limited resort and resort-related land uses consistent with the policies and programs listed below.

Policies and Programs: The following policies and programs are recommended for this future land use category in areas on Map 5 where this category is shown:

1. Preserve key campuses to advance the Village's image as place for education, tourism, and outdoor recreation.
2. Minimize the potential negative effect on existing traffic flows and volumes in the surrounding neighborhood by requiring all parking needs for campus uses to be met on site, except parking for special events, which may be specifically served by remote parking sites.
3. Encourage campus uses to be designed to be easily served by bicycle routes and pedestrian paths and to connect with existing or planned future bike and pedestrian facilities.
4. Leverage these uses long-term to promote tourism in Williams Bay. See the Economic Development Chapter for more information.
5. Limited resort land uses may include visitor accommodations such as hotels, motels, cottages, cabins and similar uses made available for short-term commercial indoor lodging. The overall density shall not exceed a density of 2 commercial indoor lodging units per acre.
6. Resort-related incidental uses may include indoor and/or outdoor recreational facilities, and commercial, professional, or conference facilities and activities that support and are integrated with the resort in a setting of significant natural amenities. These facilities shall be primarily designed to serve the resort visitors, either day visitors or overnight visitors, but may provide some goods and services for the public. Related facilities shall be incidental to the resort itself and may not be established without a resort facility as the primary land use.
 - a) Indoor and outdoor recreational facilities may include, but are not necessarily limited to, tennis and other sport courts, swimming pools, hiking and nature trails, and other limited impact recreational facilities. Waterfront related facilities may be limited through establishment of the Planned Development Overlay zoning district.
 - b) Visitor-oriented commercial, professional, or conference facilities may include eating and drinking establishments, meeting facilities, on-site retail business and services, and cultural and educational facilities including but not limited to indoor and outdoor theaters and entertainment facilities.
 - c) Outdoor recreational facilities, theaters, or entertainment may have limited development and/or operational parameters established through the Planned Development Overlay zoning district to ensure compatibility with the surrounding area.
7. A limited resort campus should include significant natural amenities and open space, with the overall character reflecting a low-intensity development compatible with nearby institutional uses, with the natural environment, and with Geneva Lake.
8. Pedestrian access along the Geneva Shore Path shall be preserved. Public pedestrian access through the property to on-site natural amenities that are available to the public and to the Geneva Shore Path is encouraged.

Institutional Campus and Limited Resort

Description: This future land use category is intended to encompass large-scale campuses for George Williams College, Women's Leadership Center, and Yerkes Observatory. Institutional Campus uses have been shown on Map 5 in areas of the Village where these uses existed at the time this Plan was written. This category also includes potential for limited resort and resort-related incidental uses.

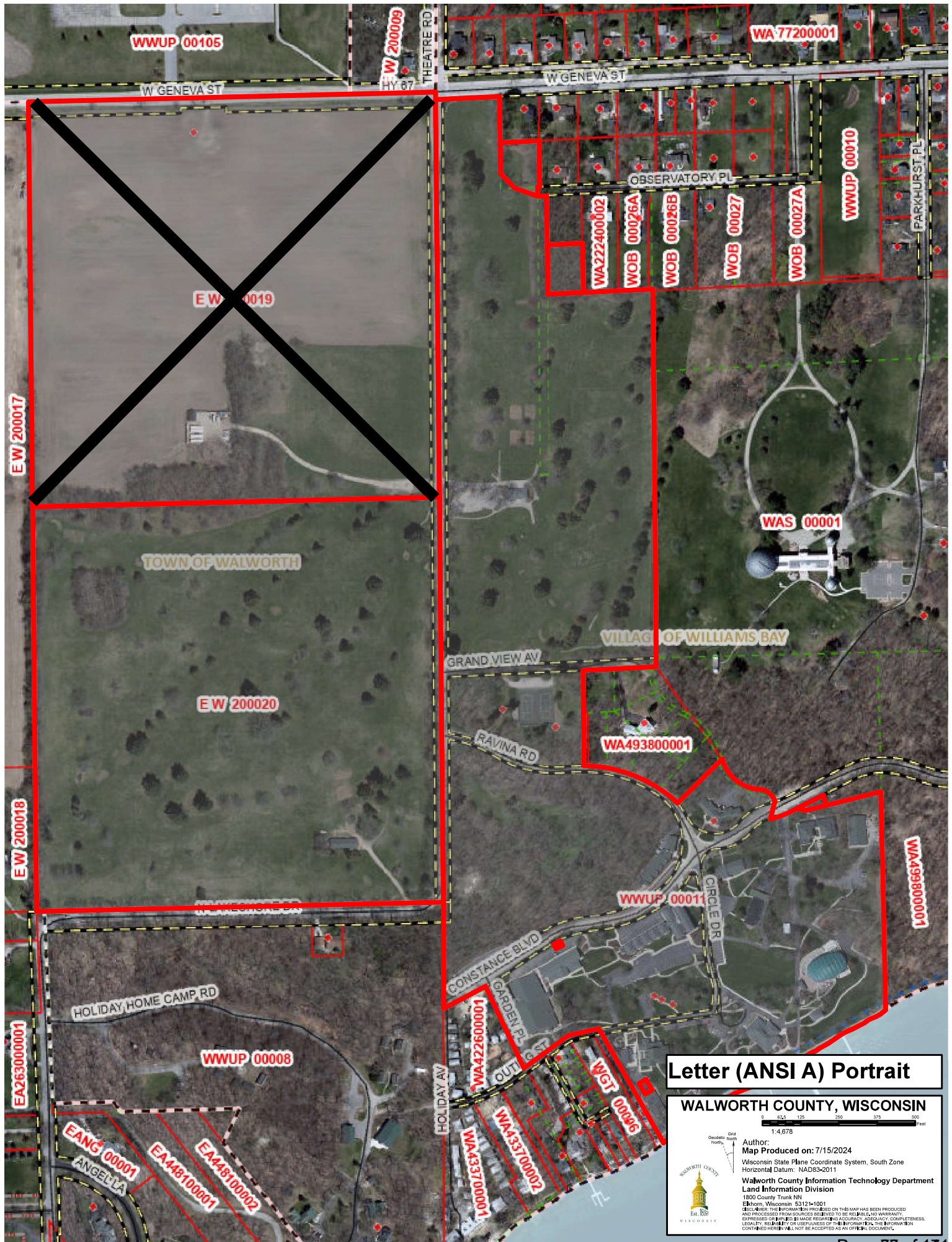
Recommended Zoning: The existing Village zoning district most appropriate to implement this future land use category includes the P&I Public and Institutional district and the P&R Parks and Recreation Zoning District. A Planned Development Overlay zoning district may be used to enable limited resort and resort-related land uses consistent with the policies and programs listed below.

Policies and Programs: The following policies and programs are recommended for this future land use category in areas on Map 5 where this category is shown:

1. Preserve key campuses to advance the Village's image as place for education, tourism, and outdoor recreation.
2. Minimize the potential negative effect on existing traffic flows and volumes in the surrounding neighborhood by requiring all parking needs for campus uses to be met on site, except parking for special events, which may be specifically served by remote parking sites.
3. Encourage campus uses to be designed to be easily served by bicycle routes and pedestrian paths and to connect with existing or planned future bike and pedestrian facilities.
4. Leverage these uses long-term to promote tourism in Williams Bay. See the Economic Development Chapter for more information.
5. Limited resort land uses may include visitor accommodations such as hotels, motels, cottages, cabins and similar uses made available for short-term commercial indoor lodging. The overall density shall not exceed a density of 2 commercial indoor lodging units per acre.
6. Resort-related incidental uses may include indoor and/or outdoor recreational facilities, and commercial, professional, or conference facilities and activities that support and are integrated with the resort in a setting of significant natural amenities. These facilities shall be primarily designed to serve the resort visitors, either day visitors or overnight visitors, but may provide some goods and services for the public. Related facilities shall be incidental to the resort itself and may not be established without a resort facility as the primary land use.
 - a) Indoor and outdoor recreational facilities may include, but are not necessarily limited to, tennis and other sport courts, swimming pools, hiking and nature trails, and other limited impact recreational facilities. Waterfront related facilities may be limited through establishment of the Planned Development Overlay zoning district.
 - b) Visitor-oriented commercial, professional, or conference facilities may include eating and drinking establishments, meeting facilities, on-site retail business and services, and cultural and educational facilities including but not limited to indoor and outdoor theaters and entertainment facilities.
 - c) Outdoor recreational facilities, theaters, or entertainment may have limited development and/or operational parameters established through the Planned Development Overlay zoning district to ensure compatibility with the surrounding area.
7. A limited resort campus should include significant natural amenities and open space, with the overall character reflecting a low-intensity development compatible with nearby institutional uses, with the natural environment, and with Geneva Lake.
8. Pedestrian access along the Geneva Shore Path shall be preserved. Public pedestrian access through the property to on-site natural amenities that are available to the public and to the Geneva Shore Path is encouraged.

EXHIBIT C





Letter (ANSI A) Portrait

WALWORTH COUNTY, WISCONSIN

0 625 125 250 375 500 Feet
1:4,678

Geodetic North
Old North

Author:
Map Produced on: 7/15/2024
Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011
Walworth County Information Technology Department
Land Information Division
1800 County Trunk NN
Elkhorn, Wisconsin 53125-1001
Disclaimer: The information provided on this map has been produced and processed from sources believed to be reliable. No warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, liability, or usefulness of the information. The information contained herein shall not be accepted as an official document.



Existing Land Use

Village of Williams Bay Comprehensive Plan

- Village Of Williams Bay
- Other City/Village Boundaries
- Town Boundaries
- Parcels
- Extraterritorial Jurisdiction Boundaries
- Urban Service Area Boundary

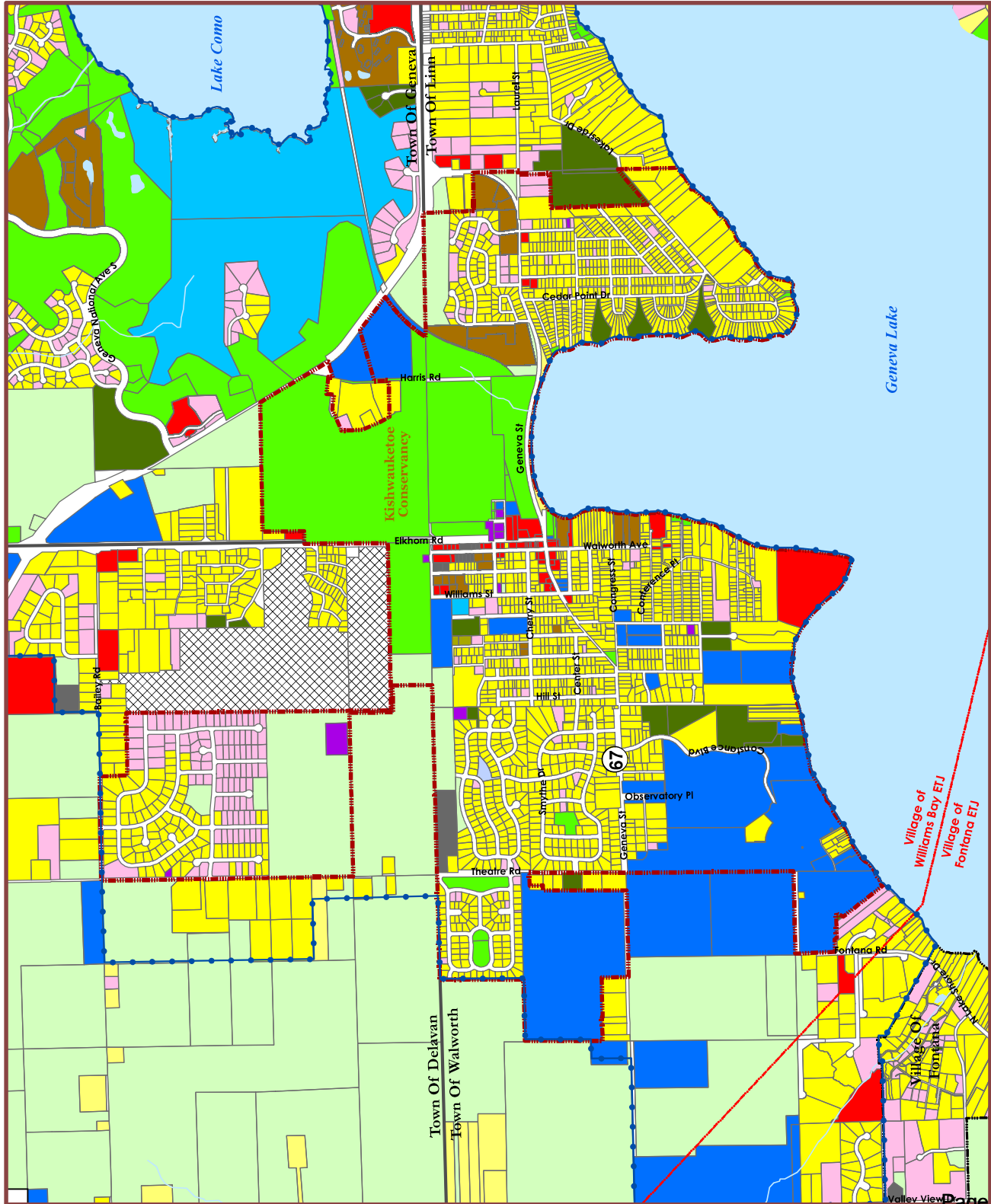
Land Use Categories

- Agricultural and Other Open Lands
- Rural Residential
- Single-Family Residential - Sewered
- Two-Family/Townhouse Residential
- Multi - Family Residential
- Business
- Governmental and Institutional
- Industrial
- Extractive
- Communication and Utilities
- Recreational
- Woodlands
- Surface Water
- Wetlands
- Vacant Subdivided
- Road Right-of-Way



0.5 Miles

Date: April 13, 2023
 Source: Walworth Co. LIO;
 US DOT; V&A; SEWRPC;
 USDA-NRCS; WDNR;
 WI State Historical Society



SITE PLAN





Planning Request Application Village of Williams Bay

250 Williams Street • PO Box 580 • Williams Bay, WI 53191
Phone: 262-245-2700 • Fax: 262-245-2705

Request:

Please check all that apply.

- ☐ **Site Plan** [§390.1206] - \$200.00 plus \$.04/sf floor area
☐ **Conditional Use Permit (CUP)** [§390.1207] - \$500.00
☐ **Certificate of Compliance** [§390.1211] - \$200.00
☐ **Temporary Use Permit** [§390.1208] - \$200.00
☐ **Preliminary Plat** - \$200.00 plus \$20.00 per lot
☐ **Certified Survey Map (CSM)** - \$200.00 plus \$20.00 per lot
☐ **Final Plat** - \$100.00 plus \$10.00 per lot
☒ **Planned Development Overlay (PDO)** [§390.0709] - \$500.00
☐ **Planned Development Amendment** - \$500.00
☐ **Zoning Text or Map Amendment** [§390.1204] - \$500.00
☐ **Project Concept Review** - \$200.00
☐ **Land Use Plan Amendment** - \$500.00
☐ **Interpretation** [§390.1216] - \$200.00
☐ **Appeal** [§390.1217] - \$500.00
☐ **Other:** _____ Fee: _____

Date application was received:

Fee Paid:

Physical Address of Site: Aurora University - George Williams College Campus

Tax Parcel Number: WWUP 00011, WGT 00010, WGT 00009, WA119800002, WA222400001, WA499800002, and E W 200020

Project or Development Name: The Preserve at Williams Bay

Applicant

Name: Topography Hospitality, LLC
Mailing Address: 444 W. Lake St. Suite 3450
Chicago, IL60606
eMail: dslomiany@topography.com
Phone: 312-833-1308

Owner of Site

Name: Aurora University
Mailing Address: PO Box 210
Williams Bay, WI 53191
eMail: smaxwell@aurora.edu
Phone: 630-844-5630

Legal Representative

Name: Attorney Nicholas A. Egert, Egert Law, S.C.
Mailing Address: 835 Geneva Parway North, Suite 1
Lake Geneva, WI 53147
eMail: nick@egertlawfirm.com
Phone: 262-248-6600

Architect, Engineer, Contractor

Name: Kevin P. Clark, Historical Concepts
Mailing Address: 414 Bill Kennedy Way SE, Suite 301
Atlanta, GA 30316
eMail: kevin.clark@historicalconcepts.com
Phone: 678-325-6665

Legal Description of Site (Attach separate sheet if additional space is needed):

See attached Exhibit A.

Please answer all applicable. Missing or incomplete information may deem this application "incomplete," delaying or prohibiting a review.

Current Zoning of Site: P & I

Current Overlay Districts of Site: _____

Proposed Zoning of Site: PDO

Proposed type of structure of use: See attached Conceptual Plan.

Proposed use of structure or site: See attached Conceptual Plan.

Statement of proposed use of property, with pertinent facts regarding the size of area involved, extent of development, type of operation, etc. (Attach separate sheet if additional space is needed):

See attached Conceptual Plan.

Statement showing compatibility of proposed zoning district and/or proposed use to the Village Comprehensive Plan: (Attach separate sheet if additional space is needed)

See attached Conceptual Plan.

Statement showing compatibility of proposed zoning district and/or proposed use with adjacent properties and neighborhoods (Attach separate sheet if additional space is needed):

See attached Conceptual Plan.

Print Applicant's Name: Topography Hospitality, LLC

Date: July 26, 2024

Signature of Applicant: *Darrell Slomiany*

By: Darrell Slomiany

EXHIBIT "A"
Legal Description

Parcel 1:

A parcel of land located in the SW 1/4 of Section 1, T1N, R16E, and the NW 1/4 of Section 12, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Beginning on the Easterly line of the Williams Bay-Fontana Road at a point located 40.00 feet South of the North line of said Southwest 1/4 of Section 1; thence N 44° 52' E 21.63 feet to a point on the South line of State Trunk Highway No. "36" (now Highway "67"/ West Geneva Street) located 40.00 feet East of the West line of said Southwest 1/4 of Section 1; thence N 88° 45' E along the South line of said highway 169.91 feet to the Northwest corner of Lot 14 of Observatory Subdivision as recorded in Volume 5 of Plats on Page 102, at the Office of the Register of Deeds in Elkhorn, Wisconsin; thence S 1° 00' W along the West line of said Lot 14, 302.32 feet; thence N 88° 45' E along the South line of said Lots 14 and 13, 135.76 feet to the centerline of Observatory Place as shown on the recorded plat of Observatory Subdivision; thence S 1° 00' W along the centerline of said road 352.00 feet; thence N 88° 45' E 360.00 feet to the Southeast corner of Lot 28 of Observatory Subdivision; thence S 1° 03' W along the East line of said subdivision 591.00 feet; thence S 88° 45' W 15.00 feet; thence S 1° 03' W along the centerline of Tennis Avenue, (now vacated) as shown on the plat of Grand Terrace Subdivision as recorded in Volume 5, Page 15 and 16 of Plats at the Office of the Register of Deeds in Elkhorn, Wisconsin, 615.00 feet to the North line of Grand View Avenue; thence S 88° 45' W along the North line of said Grand View Avenue 664.18 feet to the East line of the Williams Bay-Fontana Road; thence N 1° 00' E along said East line 1845.18 feet to the place of beginning.

ALSO beginning at the intersection of the East line of said Williams Bay-Fontana Road and the South line of Grand View Avenue; thence N 88° 45' E along the South line of said Grand View Avenue 440.45 feet to the Northwest corner of Lot 65 of Grand Terrace Subdivision; thence S 1° 00' W along the West line of said Lot 65, 141.14 feet; thence N 88° 45' E 14.00 feet to a point on the North line of Lot 56 of Grand Terrace Subdivision located 25.00 feet East of the Northwest corner of said Lot 56; thence S 1° 00' W 162.38 feet to a concrete monument located on the South line of said Lot 56; thence Southeasterly along the Southerly line of Lots 56, 55, 54, and 53 of Grand Terrace Subdivision to a concrete monument located on the most Southerly corner of said Lot 53 and located S 65° 55' E 324.07 feet from the last mentioned concrete monument; thence N 46° 56' E along the Southeasterly line of said Lot 53 and the Northeasterly extension of said line 195.49 feet to the centerline of Tennis Avenue (now vacated) and a concrete monument; thence South-Southeasterly along the centerline of said Tennis Avenue (now vacated) to a concrete monument on the Northerly line of Constance Boulevard located S 49° 02' E 223.13 feet from the last mentioned concrete monument; thence S 76° 05' E 113.63 feet to a point on the Southerly line of said Constance Boulevard; thence N 77° 40' E 256.30 feet; thence S 1° 02' W 707.59 feet more or less to the shore of Geneva Lake; thence Southwesterly along the shore of Geneva Lake 856 feet more or less to the most Easterly corner of Lot 8, Grand Terrace Subdivision; thence N 27° 59' W along the Easterly line of said Lot 8, 401.16 feet to the Southerly line of Outing Street; thence N 13° 48' W 20.00 feet to a concrete monument on the Northerly line of said Outing Street; thence Westerly and Southwesterly along the Northerly line of said Outing Street 288.12 feet more or less to the most Easterly corner of the Southwesterly 30.00 feet of Lot 26, Grand Terrace Subdivision; thence N 23° 32' W along the Northeasterly line of said Southwesterly 30.00 feet and the Northwesterly extension thereof 345.78 feet to the Northerly line of Constance Boulevard; thence S 63° 41' W along the Northerly line of said Constance Boulevard 131.57 feet to the West line of said Section 12; thence N 1° 25' E along the said West line 225.51 feet; thence S 89° 48' E 25.00 feet; thence N 1° 25' E along the East line of Williams Bay-Fontana Road 66.00 feet; thence N 1° 00' E along the East line of said road 736.93 feet to the place of beginning.

ALSO a parcel of land located in Lot 14; Observatory Subdivision, located in the Village of Williams Bay, Walworth County, Wisconsin, described as follows:

EXHIBIT "A"
Legal Description

Beginning at the southwest corner of said Lot 14; thence East along the south line of said lot 45.29 feet; thence N 40° 59' 30" W 66.18 feet to a point on the west line of said Lot 14; thence S 2° 09' 30" W along the west line of said Lot 14, 50.00 feet to the place of beginning.

EXCEPTING THEREFROM a parcel of land located in the Southwest 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 14, Observatory Subdivision located in said Southwest 1/4; thence East along the south line of said Lot 14, 45.29 feet to the place of beginning; thence S 68° 02' 00" E 80.12 feet; thence N 2° 15' 06" E along the west end of Observatory Place, (a street located in said subdivision), 30.00 feet to the south line of said Lot 14; thence West along the south line of said Lot 14, 75.47 feet to the place of beginning.

ALSO EXCEPTING THEREFROM a parcel of land being part of Lot 9 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as:

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southernly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

FURTHER EXCEPTING THEREFROM a parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) north, range sixteen (16) east according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WWUP 00011

Parcel 2:

A parcel of land being part of Lot 9 in Grand Terrace Subdivision at Lake Geneva Wis., Village of Williams Bay, Walworth County, Wisconsin.

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southernly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

Tax Key No: WGT 00010

EXHIBIT "A"
Legal Description

Parcel 3:

A parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) North, Range Sixteen (16) East according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WGT 00009

Parcel 4:

Lot 2 of Certified Survey No. 1198 recorded in Volume 5 of Certified Surveys on Page 278 as Document No. 73877 and located in the SW 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin.

Tax Key No. WA 119800002

Parcel 5:

Lot 1 of Certified Survey Map No. 2224, according to the recorded plat thereof recorded in Volume 10 of Certified Surveys on page 348 as Document No. 244340, located in the NW 1/4 of the SW 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin.

EXCEPTING THEREFROM all that portion thereof as is set forth in the Plat of Certified Survey Map No. 3510, recorded December 17, 2002, in Volume 20 of Certified Surveys on Page 248, as Document No. 536289.

Tax Key No. WA222400001

Parcel 6:

Outlet 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

Tax Parcel No. WA499800002

Parcel 7:

The Southeast quarter of the Southeast quarter of Section 2 in Township 1 North, Range 16 East, Town of Walworth, Walworth County, Wisconsin.

Tax Key No. E W 200020

THE PRESERVE
AT WILLIAMS BAY

Geneva Lake, Wisconsin

Conceptual Plan
07.26.2024



HISTORICAL CONCEPTS
ARCHITECTURE & PLANNING

CONTENTS

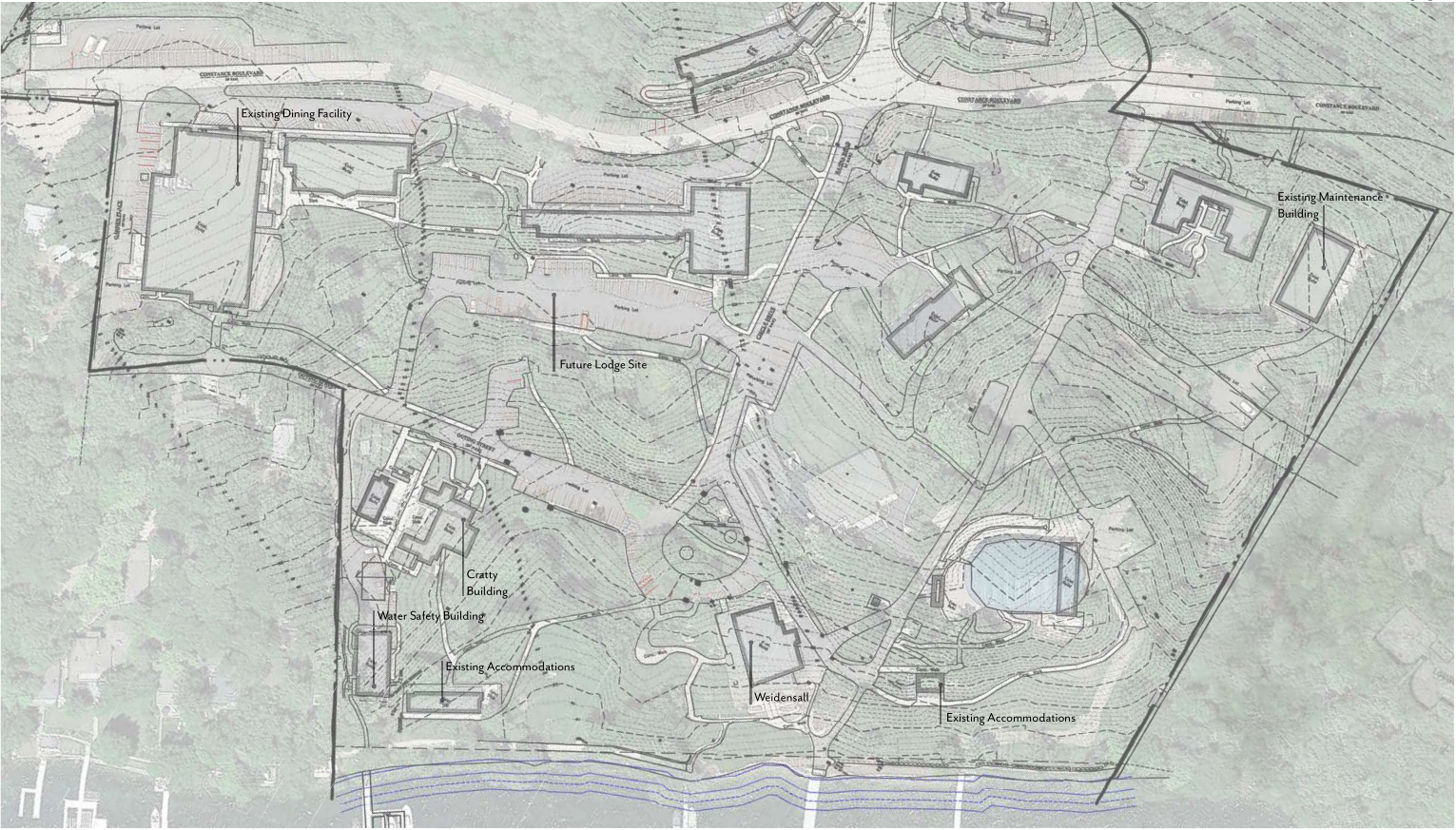
• A location map of the subject property and its vicinity.....	Page 4
• A general written description of the proposed planned development, including general project themes.....	Page 9
• General project images.....	Pages 11-16
• The general mix of land uses.....	Pages 9-10
• Approximate nonresidential intensities as described by dwelling units per acre, landscaping surface ratio, and/or other appropriate measures of density and intensity.....	Page 10
• General treatment of natural features.....	Page 9
• General relationship to nearby properties and public streets.....	Page 10
• General relationship of the project to the Comprehensive Plan.....	Page 9
• A written description of potentially requested exemptions or variations from the requirements of the underlying base zoning district.....	Page 17
• A conceptual drawing of the site plan layout, including the general locations of public streets and/or private drives.....	Page 18

*Contents provided based on Section 390-0709 F of the Williams Bay Zoning Ordinance

EXISTING SITE



EXISTING OVERALL SITE
SCALE: 1" = 500'



EXISTING LAKE SITE AND TOPOGRAPHY
SCALE: 1" = 100'



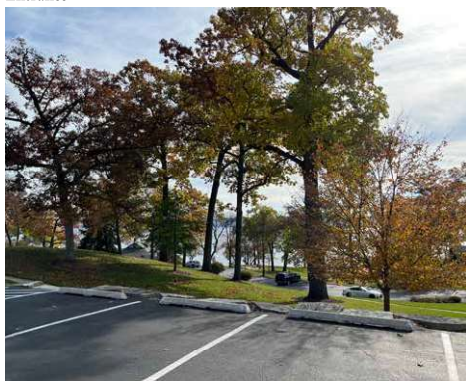
Entrance



Looking West on Ravina



Approach to site from Constance



View from potential future Lodge site



View of Lake



View of Lake

EXISTING SITE IMAGES



Water Safety Building



Cratty Building



Weidensall



Existing dining facility and kitchen



Existing Boathouse Accommodations



Weidensall

EXISTING BUILDING IMAGES

PROPOSED CONCEPTUAL PLAN

Project Description

The proposed planned development is a preserve-focused retreat and country inn that promises to enhance the natural beauty of the area, expand top-notch local tourism options, and provide exceptional recreational opportunities for the community on the previous site of George Williams College.

The project aims to boost local tourism by offering a diverse range of experiences for guests. Central to the development will be a charming country inn, complemented by an array of one and two-bedroom cottages, providing visitors with the perfect balance of comfort and privacy. The inn and cottages will be thoughtfully integrated into the landscape, preserving the site's character and stunning vistas of the Geneva Lake.

Guests and club members will have access to a wealth of amenities designed to promote relaxation, wellness, and entertainment. The on-site restaurant will serve as a culinary haven, offering gourmet meals and a welcoming atmosphere for both members and visitors. The amphitheater will become the new home of Music at the Lake and be a place where the public can gather for entertainment set in nature. The racquet center will offer state-of-the-art facilities for tennis, pickleball, and other racquet sports, promoting an active lifestyle. The activity center will host a range of programs and events, fostering engagement and entertainment. Additionally, a world-class spa and luxurious pool area will provide spaces for relaxation and rejuvenation.

Thoughtfully planned along the beautiful shores of Geneva Lake, the development aims to preserve and celebrate the natural beauty of the existing site, characterized by open rolling hills, mature trees, and breathtaking vistas of the lake. We are committed to maintaining these scenic attributes, ensuring that the development enhances rather than detracts from the cherished landscape.

Recognizing the importance of preserving the natural environment, the project will dedicate a significant portion of the land as a public preserve. This preserve will feature well-maintained walking trails that meander through the woodlands and meadows, allowing visitors to immerse themselves in the beauty of the surroundings. The preserve will also provide access to the existing lakeshore path, encouraging exploration and fostering a deep appreciation for the lake's pristine waters.

The project is not just a development; it is a commitment to honoring the history of the YMCA camp with a low density country inn and cabins, continuing the Music by the Lake tradition in a new and improved venue, and boosting local tourism and economic growth while respecting and enhancing our natural environment. As it welcomes guests from near and far, the project will not only enhance the local tourism industry but also create a vibrant hub for the community to gather, explore, and create lasting memories in an idyllic setting.

We are excited about the potential of this concept to become a part of Williams Bay, offering a destination where residents and visitors can enjoy the best of what Williams Bay and Geneva Lake have to offer.



PROPOSED OVERALL SITE PLAN
SCALE: 1" = 500'

THE PRESERVE AT WILLIAMS BAY - GENEVA LAKE





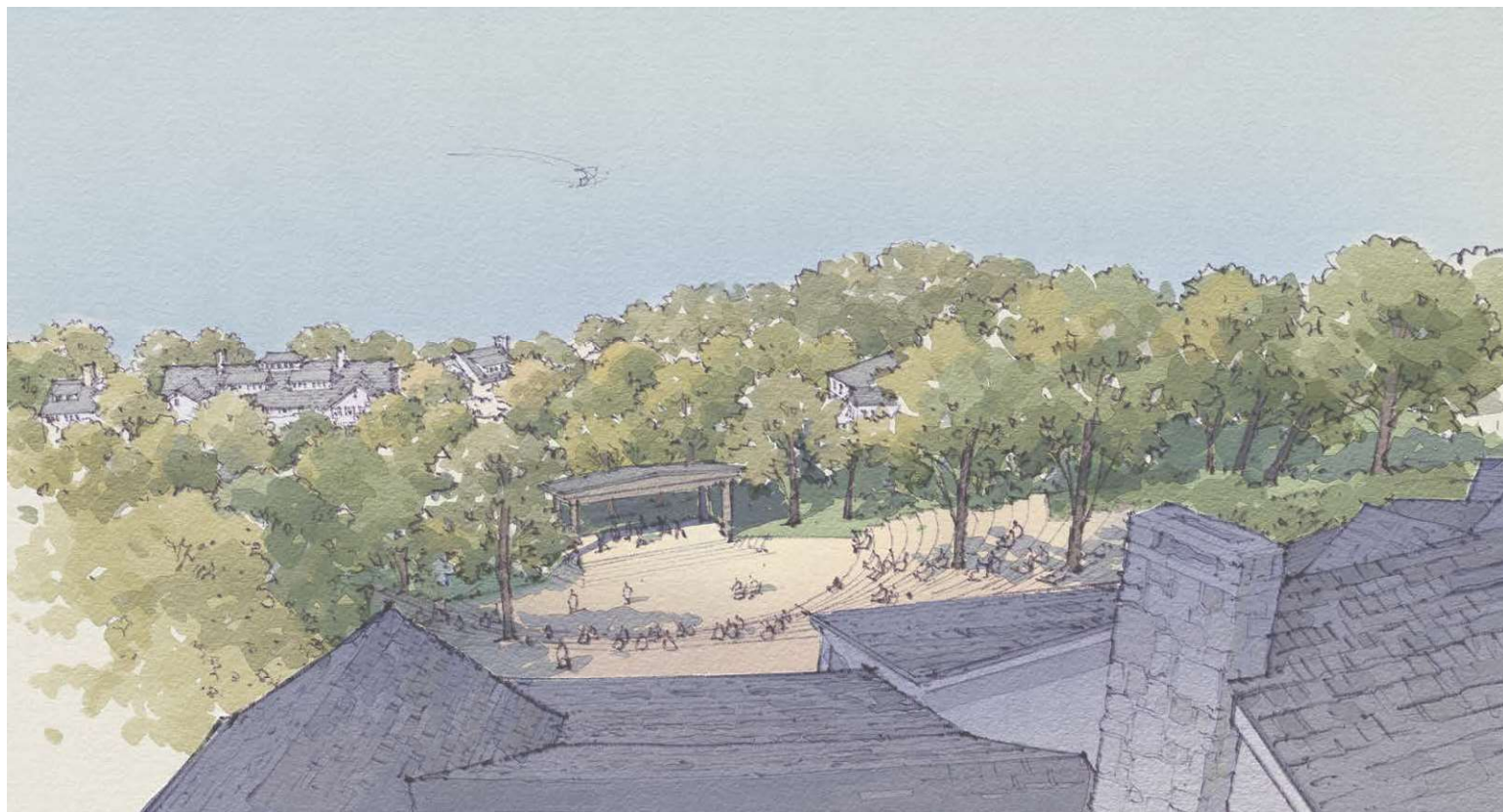
PROPOSED SITE PLAN



AERIAL PERSPECTIVE VIEW FROM THE LAKE



PERSPECTIVE VIEW FROM THE LAKE



PERSPECTIVE VIEW FROM THE AMPHITHEATER



1.



2.



3.



4.



5.



6.

PRECEDENT IMAGERY





1.



2.



3.



4.



5.



6.

PRECEDENT IMAGERY





VIEW OF LODGE FROM CONSTANCE BOULEVARD



VIEW OF LODGE FROM LAWN



BOATHOUSE CONCEPT



CABIN CONCEPT



VIEW OF SPA FROM LAWN

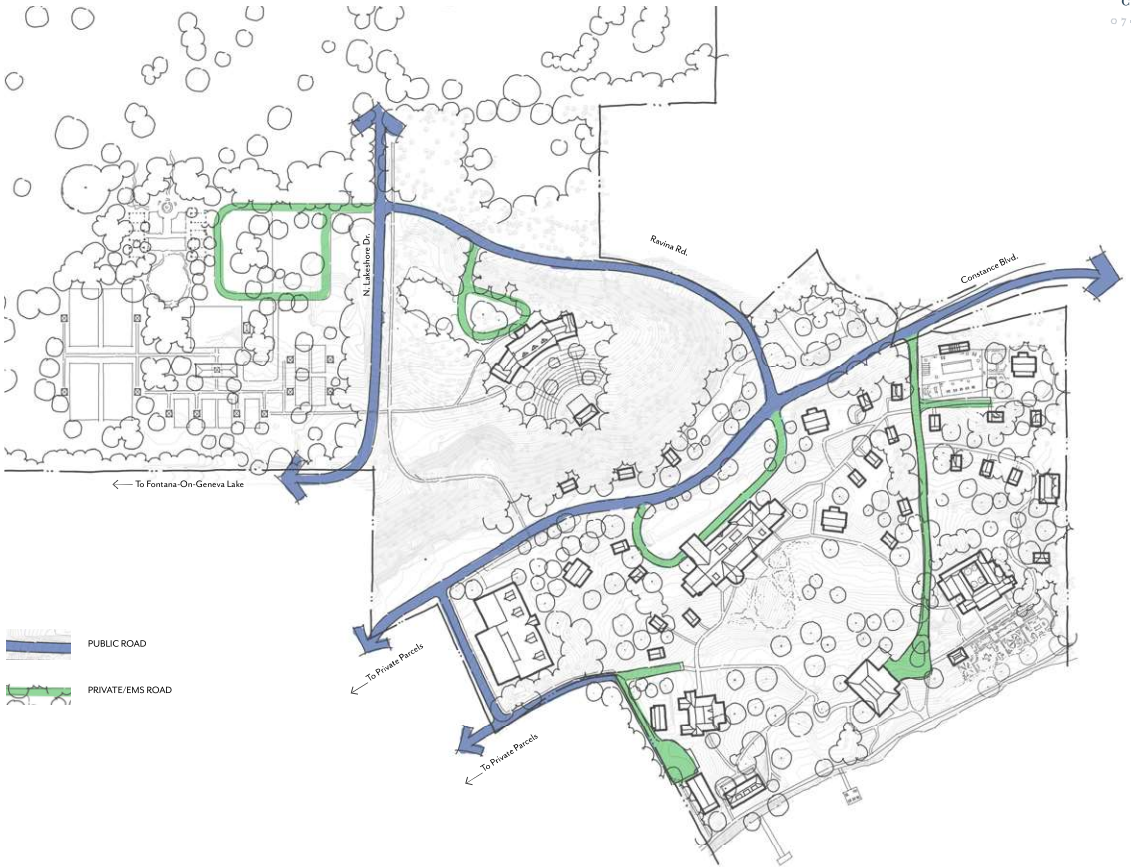
PROCESS CONCEPTUAL BUILDING SKETCHES

Requested PDO Design Flexibilities:

- Existing buildings within the designated Lake Setback may be rebuilt with the same square footage as the existing buildings. The new buildings may be constructed in a different location, provided they are not situated any closer to the lake than the original non-conforming location.
- New pathways are allowed within the designated Lake Setback as long as the square footage of impervious surface within the setback remains the same.
- Minor grading and landscape work is allowed within the Lake Setback, particularly where needed to enhance erosion control, upgrade utilities as required by the Village, and better manage water runoff.
- Existing non-conforming conditions within setbacks and buffer yards will be allowed to remain.
- The maximum building height of Principal Structures shall be 45' as measured from grade at the street-facing side of the building to the primary horizontal eave of the building. This height limitation is exclusive of architectural elements such as chimneys and dormers.
- The maximum building height of Accessory Structures shall be 20' as measured from grade at the street-facing side of the building to the primary horizontal eave of the building. This height limitation is exclusive of architectural elements such as chimneys and dormers.
- There is no limit of Principal or Accessory Structures allowed on the site as long as the maximum building coverage is maintained for the site.
- Parking flexibilities may be required, particularly for Special Event Parking (amphitheater)



REQUESTED DESIGN FLEXIBILITIES



PUBLIC VS. PRIVATE/EMS ROADS
SCALE: 1" = 200'

THANK YOU

Drawings contained herein
are conceptual in nature
and are not released for
construction.

Copyright by Historical
Concepts with all rights
reserved subject to the
terms and conditions of the
agreement between Client
and Historical Concepts.

414 BILL KENNEDY WAY,
SUITE 301
ATLANTA, GEORGIA 30316
678.325.6665
HISTORICALCONCEPTS.COM
©2024 HISTORICALCONCEPTS,LLC

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-55-24**

**AUTHORIZING AN AGREEMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE &
RECYCLING COLLECTION SERVICES AND DISPOSAL
(GFL SOLID WASTE MIDWEST LLC)**

THIS AGREEMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE & RECYCLING COLLECTION SERVICES AND DISPOSAL (this “Agreement”) made and entered into on the 19th day of August, 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 September 1, 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 September 1, 2024, 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 Board and adopted this 19th day of August 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.

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-56-24**

**AUTHORIZING APPROVAL OF OPTION AND GROUND LEASE AGREEMENT
FOR THE INSTALLATION OF A NEW CELLULAR COMMUNICATIONS TOWER
ON THE VILLAGE HALL PROPERTY AT 250 WILLIAMS STREET**

WHEREAS, the Village sent out and published the Village of Williams Bay Tower Company Request For Proposal (RFP) on April 19, 2024; and

WHEREAS, The RFP was designed to determine the most qualified company to install a new Cellular Communications Tower on the Village Hall site to accommodate four cellular companies plus the Village (potential emergency communications, etc.) to provide an alternative location for the existing cell carriers to relocate from the Village water towers; and;

WHEREAS, on July 1, 2024 the Village Finance & Personnel Committee considered proposals from four companies for the Cellular Communications Tower and selected the TowerCom V-B, LLC proposal (TowerCom); and

WHEREAS, on August 5, 2024, the Village Finance & Personnel Committee recommended to the Village Board approval for the enclosed Option to Lease and Ground Lease Agreement (Agreement) with TowerCom; and;

WHEREAS, on August 19, 2024, the Village of Williams Village Board, as recommended by the Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to authorize the TowerCom Agreement (attached as "Exhibit I"), and;

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 Agreement, therefore.

Approved by the Village Board of the Village of Williams Bay this 19th day of June 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT I

(TOWERCOM V-B, LLC, OPTION AND GROUND LEASE AGREEMENT)

Site Name: Williams Bay

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (this “Agreement”) is made this 19th day of August 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.

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:

(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.

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.

II. GROUND LEASE AGREEMENT

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").

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.

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.

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.

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

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.

For each carrier lease that commences within twelve (12) months of the signing of this Option and Ground Lease Agreement, Lessor shall receive from Lessee, as additional payment, a one-time fee equal to five (5) times the monthly rent of that carrier.

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 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.

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.

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.

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.

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 \$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) \$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 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, 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.

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 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 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.

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 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. 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 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.

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.

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.

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.

(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: Bill Duncan
Village President

Date: _____

Attest: _____

Title: Tina Kolls
Village Clerk

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 _____, 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.

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]

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-57-24**

A RESOLUTION AUTHORIZING INVESTMENT OF VILLAGE FUNDS

WHEREAS, As required by Village Code, the Finance and Personnel Committee was provided an investment report summarizing the current investments of Village Funds with Advia Credit Union (LGIP rate plus 10 basis points) and Cetera Investments (30-day Treasuries) with options for reinvesting Village Funds, and

WHEREAS, on August 5, 2024 the Finance and Personnel Committee recommended investing all Village Funds to Advia Credit Union to maximize interest earned while maintaining full collateralization (110%) of Village Funds, and;

WHEREAS, on August 19, 2024, the Village of Williams Village Board, as recommended by the Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to authorize the Village Treasurer to invest all Village Funds to Advia Credit Union, and

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 investment of Village Funds, therefore.

Section III: Effective Date. This Resolution shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

Approved by the Village Board of the Village of Williams Bay this 19th day of August 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

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.

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-58-24**

A RESOLUTION APPROVING UPDATED BORROWED FUNDS REPORT

WHEREAS, in 2022 the Village of Williams Bay borrowed \$11,610,000 funds for capital projects; and

WHEREAS, on August 5, 2024 the Finance and Personnel Committee recommended the moving of funds from one project to another to eliminate deficit funding sources for following five (5) capital projects totaling \$95,695 as summarized on the attached Exhibit A "Borrowed Funds Status Report 07292024" (Borrowed Funds Report): and

<u>\$ Amount:</u>	<u>From:</u>	<u>To:</u>
\$9,950	Beach Cleaner	Theater Road Tennis Courts
\$8,023	Three Playgrounds	Southwick Creek Dredging
\$27,932	Southwick Creek Realignment	Reactor Cleaning
\$47,790	Southwick Creek Realignment	Clover Street
<u>\$2,000</u>	Southwick Creek Realignment	Water Plant Floodplain
\$95,695		

WHEREAS, on August 19, 2024, the Village of Williams Village Board, as recommended by the Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to approve the updated Borrowed Funds Report; and

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 Borrowed Funds Report, therefore.

Section III: Effective Date. This Resolution shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

Approved by the Village Board of the Village of Williams Bay this 19th day of August 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

Borrowed Funds Report

DRAFT

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	
-------------------------	-----------	-----------	--

Additional Loans

Clear Water (Sewer)	2,026,050
Safe Water (Water)	4,542,950

Total	\$18,219,000	\$6,605,134	
-------	--------------	-------------	--

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 Proje	(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 Prir	(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/Ri	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

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-59-24**

**A RESOLUTION AUTHORIZING 5-YEAR CONTRACT EXTENSION WITH AXION
(Police Department Body Cameras)**

WHEREAS, on August 5, 2024 the Protective Services Committee and Finance and Personnel Committee recommended approval of the proposed contract extending the existing contract for Police Department Body Cameras with Axion for 5 Years “Contract” (attached Exhibit A); and

WHEREAS, on August 19, 2024, the Village of Williams Village Board, as recommended by the Protective Services Committee and Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to approve the 5-year contract extension with Axion for Police Department Body Cameras; and

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 Contract, therefore.

Section III: Effective Date. This Resolution shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

Approved by the Village Board of the Village of Williams Bay this 19th day of August 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

Axion 5-Year Extension Contact

DRAFT



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
RESOLUTION NO. R-60-24**

**A RESOLUTION AUTHORIZING PURCHASE OF AMENITIES FOR
THE WILLIAMS BAY FIRE/EMS STATION
(5 E. Geneva Street)**

WHEREAS, the Village of Williams Bay Fire Department consisting of voluntary paid on-call members and the Village contracts with the Village of Fontana for 24-hr. Emergency Medical Services (EMS); and

WHEREAS, the Fire Department and EMS members utilize the fire station as a base to monitor and respond to emergency calls; and

WHEREAS, the members have requested the Village's purchase of amenities listed in the attached "Fire Rescue Building Amenities for EMS" (**Exhibit A**) to make their stays at the station more comfortable; and

WHEREAS, on August 5, 2024 the Protective Services Committee and Finance and Personnel Committee recommended approval of the requested amenities; and

WHEREAS, on August 19, 2024, the Village of Williams Village Board, as recommended by the Protective Services Committee and Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to authorize the purchases of these amenities; and

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 purchases, therefore.

Section III: Effective Date. This Resolution shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

Approved by the Village Board of the Village of Williams Bay this 19th day of August 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

Fire Rescue Building Amenities for EMS

DRAFT



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).



MEMORANDUM

DATE: AUGUST 19, 2024
TO: VILLAGE TRUSTEES
FROM: TINA KOLLS, VILLAGE CLERK
RE: OPERATOR LICENSE APPLICATIONS

The following License applications have been filed with the Village Clerk.

All applications have completed a records check, and PASS/FAIL suggestions have been made by the Williams Bay Police Department based on their findings.

Original/ Renewal	Name	Address	Establishment	Record Check
O	Antoinette Truax	1046 Pleasant St Lake Geneva, WI 53147	Pier 290	P