



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org Phone:
262-245-2700 | Fax: 262-245-2705

NOTICE

VILLAGE BOARD OF TRUSTEES MEETING MONDAY, JULY 19, 2021 AT 7:00 PM VILLAGE HALL COUNCIL ROOM

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 July 6, 2021
- V. Consent Agenda
 - A. Request from Boat Slip Lessee
 - B. Revised Development Agreement for 415 Grandview Avenue
 - C. Walworth County Clean Sweep Program Donation
 - D. EMS Lift
- VI. Presentation of accounts and petitions
 - A. Payroll ending 07-02-2021 in the amount of \$56,821.92
 - B. Accounts Payable Unpaid dated 07-15-2021 in the amount of \$193,553.33
 - C. 2021 2nd Quarter Legal Fees
 - D. Library Invoices dated 07-14-2021 in the amount of \$4,631.86
- VII. Plan Commission
 - A. None
- VIII. Joint Extraterritorial Zoning Committee: pursuant to section 18.171F(A)
 - A. None
- IX. PUBLIC COMMENTS
- X. President's Remarks
 - A. Upcoming Clean Sweep Recycling Opportunities

- B. Congratulations to Police Department

XI. Ordinances and Resolutions

- A. Ordinance 2021-08 Regulate Sale of Cigarettes and other Tobacco Products
- B. Resolution R-8-21 Amending Fee Schedule

XII. Committee Reports

A. Finance & Personnel, Trustee Parker - Chair

- 1. Cedar Point Crosswalk
- 2. Assessment Revaluation 2022
- 3. IT Contract with Velocity Solutions
- 4. Comprehensive Plan Contract

B. Protective Services, Trustee Vlach - Chair

- 1. Original, Renewal, or Temporary Operator License Applications
- 2. Scooter parking

C. Parks & Lakefront, Trustee D'Alessandro - Chair

- 1. No Report

D. Building, Zoning, & Ordinance, Trustee Wright - Chair

- 1. No Report

E. Water & Sewer, Trustee Umans - Chair

- 1. No Report

F. Streets & Highways, Trustee Stanek - Chair

- 1. No Report

XIII. Public Comments

XIV. Other Items for Discussion, Consideration, or Action

- A. None

XV. 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: 07/16/2021 5:00 PM



VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES VILLAGE BOARD 07/06/21 MEETING TUESDAY, JULY 6, 2021 AT 7:00 PM VILLAGE HALL COUNCIL ROOM

I. Call to Order

President Duncan called the meeting to order at 7:00pm.

II. Roll Call

Present: Bill Duncan, Don Parker, George Vlach, Jim D'Alessandro, Lowell Wright, Robert Umans, Matt Stanek
Also Present: Administrator Tobin, Clerk Pankau, Chief Timm and DPW Director Edwards

III. Pledge of Allegiance

IV. 2020 Audit Presentation

A. 2020 Audit Presentation

Paul Frantz from Baker Tilly gave a presentation on the 2020 Audit results. Frantz stated that the Village is in a very healthy position with the Operating Fund. Frantz stated that the Village has about \$6.9 million in debt with the General and Utility Funds combined. He complimented Treasurer Peternell and the team for all of the work put in to finish the Audit in a timely manner this year. Frantz made the Village Board aware that there is not enough separation of duties in the office, but that this is commonly found with small office staffs. Frantz stated that he is happy to present the Board with a "clean bill of health" this year.

The motion to Accept the 2020 Audit was initiated by Don Parker and seconded by Lowell Wright. Unanimously carried.

V. Minutes

A. Village Board Meeting Minutes of June 21, 2021

The motion to Approve the Village Board Meeting Minutes of June 21, 2021 was initiated by Robert Umans and seconded by George Vlach. Unanimously carried.

VI. Consent Agenda

A. None

VII. Presentation of accounts and petitions

A. Payroll period 06-05-2021 thru 06-18-2021; check date 06-25-2021 in the amount of \$53,335.04

The motion to Approve the Payroll period 06-05-2021 thru 06-18-2021; check date 06-25-2021 in the amount of \$53,335.04 was initiated by Don Parker and seconded by Robert Umans. Unanimously carried.

B. Accounts Payable Unpaid dated 07-02-2021 in the amount of \$94,000.65

The motion to Approve the Accounts Payable Unpaid dated 07-02-2021 in the amount of \$94,000.65 but would like Staff to hold the check to Computer Professionals Unlimited in the amount of \$1,162.50 until Village IT issues are

resolved was initiated by Don Parker and seconded by Robert Umans. Unanimously carried.

C. Prepays dated 6-23-2021 in the amount of \$359.16

The motion to Approve the Prepays dated 6-23-2021 in the amount of \$359.16 was initiated by Don Parker and seconded by Robert Umans. Unanimously carried.

VIII. Plan Commission

A. None

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

A. None

X. PUBLIC COMMENTS

President Duncan read an email submitted by Susie Pegel that her mother, Plan Commission Member Jane Pegel, has been inducted in the Sailing Hall of Fame.

XI. President's Remarks

A. Donate to the Fireworks Fund

President Duncan announced that the Fireworks Fund is accepting donations and has asked the Board Members to get the word out.

B. Return of Community Events

President Duncan stated that he is happy to see the community events like the KNC 5K Run, Pancake Breakfast and the Art & Craft Fest coming back this year.

C. Burn Ban Ordinance and Process Update

President Duncan stated that the Ordinance was passed and published, but does not feel it is necessary to issue one at this time. He stated that the Fire Chief would make a recommendation to the Village President if there is a need for one.

XII. Ordinances and Resolutions

A. 2nd Reading -Ordinance 2021-06 An Ordinance creating Section 2.12 of the Code of Ordinances of the Village of Williams Bay

The motion to Approve the 2nd Reading of Ordinance 2021-06 An Ordinance creating Section 2.12 of the Code of Ordinances of the Village of Williams Bay was initiated by Lowell Wright and seconded by Don Parker. Unanimously carried.

The motion to Adopt the Ordinance 2021-06 An Ordinance creating Section 2.12 of the Code of Ordinances of the Village of Williams Bay was initiated by Lowell Wright and seconded by Don Parker. Unanimously carried.

B. 2nd Reading - Ordinance 2021-07 An Ordinance renumbering Section 7.045 (5) through (8), and creating Section 7.045 (5) of the Code of Ordinances of the Village of Williams Bay

Trustee Wright presented Ordinance 2021-07 and explained that this would amend the current Ordinance to include the option to make a donation to KNC rather than planting a new tree.

The motion to Approve the 2nd Reading of Ordinance 2021-07 An Ordinance renumbering Section 7.045 (5) through (8), and creating Section 7.045 (5) of the Code of Ordinances of the Village of Williams Bay was initiated by Lowell Wright and seconded by Don Parker. Unanimously carried.

The motion to Adopt Ordinance 2021-07 An Ordinance renumbering Section 7.045 (5) through (8), and creating Section 7.045 (5) of the Code of Ordinances of the Village of Williams Bay was initiated by Lowell Wright and seconded by Don Parker. Unanimously carried.

XIII. Committee Reports

A. Finance & Personnel, Trustee Parker - Chair

1. No Report

B. Protective Services, Trustee Vlach - Chair

1. Original, Renewal, or Temporary Operator License Applications

The motion to Approve the Original, Renewal, or Temporary Operator License Applications listed below was initiated by George Vlach and seconded by Robert Umans. Unanimously carried.

Original/ Renewal	Name	Address	Establishment	Record Check
R	Elizabeth Gardner	3493 Edgewater Ct, Delavan, WI	Harpoon Willies	PASS
R	Kelsey Norma Cole	668 Bluebill Ln, Genoa City, WI	Big Bay LLC	PASS
O	Jennifer A. Veith	6835 Buckby Rd, Lake Geneva, WI	Green Grocer, Inc.	PASS
R	Lauren E. Benkendorf	126 Potawatomi Rd, Williams Bay, WI	Gage Marine Corp.	PASS
R	Benjamin L. Burling	1035 Springbrook Dr, Burlington, WI	Gage Marine Corp.	PASS
O	Joel K. Jacobsen	200 Peters Pkwy, Burlington, WI	Gage Marine Corp.	PASS
Temporary	Bruce Nelson	5031 Bailey Rd, Delavan, WI	WB Lions Club	PASS
Temporary	Douglas H. Knight	35 Johnson Terrace, Williams Bay, WI	WB Lions Club	PASS

C. Parks & Lakefront, Trustee D'Alessandro - Chair

1. No Report

D. Building, Zoning, & Ordinance, Trustee Wright - Chair

1. No Report

E. Water & Sewer, Trustee Umans - Chair

1. No Report

F. Streets & Highways, Trustee Stanek - Chair

1. No Report

XIV. Public Comments

Jaclyn Romando stated that she is a social worker and stated that she speaks today to be an advocate for quieter fireworks for those who suffer in silence like veterans with PTSD, animals, children and the elderly. She stated that literature on trauma caused by fireworks is profound and that she has spoke to many officials in Walworth County about investing in phantom or noiseless fireworks. She stated that she is confident that the Village of Williams Bay can be a leader in this movement.

XV. Other Items for Discussion, Consideration, or Action

- A.** Consider a motion to convene in closed session pursuant to the exemption contained in Wis. Stats. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and Wis. Stats. 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

The motion to convene in closed session pursuant to the exemption contained in Wis. Stats. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and Wis. Stats. 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other

specified public business, whenever competitive or bargaining reasons require a closed session. was initiated by Jim D'Alessandro and seconded by Matt Stanek at 7:41pm.

Votes:

Yes: Bill Duncan, Don Parker, George Vlach, Jim D'Alessandro, Lowell Wright, Robert Umans, Matt Stanek

No: None

Abstain: None

Result: Passed

1. Police Department
2. Village IT Services

B. Motion to reconvene into open session

The Motion to reconvene into open session was initiated by George Vlach and seconded by Jim D'Alessandro at 8:24pm. Unanimously carried.

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

Chief Timm announced that Officer Kamps turned in her letter of resignation which Chief Timm accepted effective July 1, 2021.

The motion to Approve the advertising of two new Police Officer positions was initiated by George Vlach and seconded by Don Parker. Unanimously carried.

The motion to re-direct the previously approved funds for IT to address the more urgent needs of the Village was initiated by Don Parker and seconded by Lowell Wright. Unanimously carried.

XVI. Adjournment

The motion to adjourn was initiated by George Vlach and seconded by Lowell Wright at 8:28pm. Unanimously carried.

/s/ Jackie Pankau, Village Clerk

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

Ellen Flanagan
12 Wildwood Ct.
Williams Bay, WI 53191
[REDACTED]

July 6, 2021

Dear Village Board Members,

As a 30+ year resident of Williams Bay and a boat slip waiting list hanger-on for about as long, I was very happy to receive a call notifying me that a slip was available. Village Clerk Jackie Pankau was so helpful answering my questions and explaining the boat slip lease process. As I understand, one of the terms for a slip lease is that a boat, registered in my name, be stationed in the slip within 30 days of lease signing. I signed the lease July 1, so July 30th will mark the term. This timeline has proved challenging for me for reasons outlined below and I'm writing to request an extension.

When I began looking into available new and used boats, preferably a pontoon, I quickly found out that boat inventory is very low in general. Unfortunately for me, it appears the pandemic has caused a surge in both boat and second home purchases among other pandemic safe activities. Add to that, a search mid-to-late boat season and it furthers the inventory challenge.

Several people I know who have recently purchased a boat said it took several months for delivery. For example, my Williams Bay neighbors purchased a new boat in February 2021 and they are still waiting for a delivery date. Used boats of a certain quality are equally hard to come by at this time and the boats that do come on the market are gone within hours. My daughter experienced the same challenge purchasing wave runners this past winter; as soon as they were listed, they were spoken for. Eventually, she was able to make a purchase but she wasn't under the time restriction.

I appreciate that others on the wait list may have boats in storage, on a buoy etc... But as an 80 year old widower that has not been an option for me. My family and I have rented boats over the years but I have held off on purchasing one until I had a slip. I have been patiently waiting for this opportunity and I hope that you, too, will be patient with my efforts to obtain a boat to enjoy Williams Bay/Lake Geneva from the water.

An extension until opening season 2022 would be ideal given that we are well into summer season. I am willing to pay the full season rate to secure the slip in the event my search and/or delivery takes longer than the remaining 2021 boat season. I welcome an opportunity for a conversation about this and look forward to hearing your thoughts on an extension of the 30 day term.

Thank you for your kind consideration of this request.

Sincerely,



Ellen Flanagan



williamsbay.org

VILLAGE OF WILLIAMS BAY

P.O. Box 580 • 250 Williams Street
Williams Bay, WI 53191
P: (262) 245-2700 • F: (262) 245-2705

2021 BOAT SLIP LEASE AGREEMENT

THIS INDENTURE made this **1st day of April 2021**, by and between the Village of Williams bay (herein referred to as "Lessor") and **«First_Name» «Last_Name»**, whose residential street address in the Village of Williams Bay is **«Village_Address»** (herein referred to as "Lessee").

WITNESSETH:

1. **Lease.** Lessor leases to Lessee a specified boat slip on a Village owned pier, more specifically, being identified as slip number **«Space» «AutoMergeField»**, such slip being located on a village owned piers. This lease is for a term of one (1) summer season commencing on the first date of the summer season, or on the date of this lease if after such date and terminating October 31, 2021, at 12:00 noon. A summer season is defined for 2021, as commencing when the piers are installed in Geneva Lake annually in the spring and after the piers are painted by the Village and ending when the municipal piers are removed from Geneva Lake in the fall, or October 31st at 12:00 noon, whichever first occurs annually. Lessee agrees to remove his/her boat prior to the end of each summer season. Lessor is not responsible for boats not removed annually at the end of the summer season.
2. **Rent.** Lessee agrees to pay to Lessor as rent for the slip identified above the total sum in advance as stated in Schedule A attached hereto and made part of this Lease. All such rent payments shall be made payable to and delivered to the Village of Williams Bay Treasurer whose address is P.O. Box 580, Williams Bay, Wisconsin 53191 with 2 attachments: **copy of current Wisconsin boat registration card and this signed lease.**
3. **Use of Slip.** Lessee agrees to use the leased slip for the purpose of securing watercraft registered to the Lessee in the State of Wisconsin. **A copy of the current Wisconsin registration must be sent in with the annual lease payment.** Lessee also agrees not to engage in any unlawful activity on or around the leased slip and to comply with all Village Ordinances and Resolutions at all times. Lessee agrees to comply with all *Conditions for Use* as stated in Schedule B, and *Tie Down Instructions* as stated in Schedule C", attached hereto and made part of this lease. No watercraft larger than 18 feet will be allowed to use the leased slip on any slip at the Village owned pier. No watercraft larger than 21 feet will be allowed to use the leased slip on slips numbered one (1) through thirteen (13) (inclusive) on the East pier and numbered fourteen (14) through twenty-six (26) (inclusive) on the West pier. No watercraft larger than 23 feet will be allowed to use the leased slip on slips numbered one (1) through thirteen (13) (inclusive) on the West pier and numbered fourteen (14) through twenty-six (26) (inclusive) on the East pier. No watercraft larger than 24 feet will be allowed to use the leased slip on slips numbered twenty-seven (27) through thirty-nine (39) (inclusive) on either the East or West piers. Length over-all includes all attachments or appurtenances to said watercraft. In all cases watercraft, must be able to fit into the slip without causing damage thereto. Personal watercraft such as jet-skis, wave-runners and the like are not permitted. Lessee shall not assign this Lease, or sublet or grant any concessions or license to use the slip or any part thereof to anyone. The slip shall be available upon commencement of the summer season on the year(s) covered by this Lease and said slip shall be vacated no later than October 31

at noon of each year covered by this lease. Any and all damages to said slip other than normal wear and tear are the responsibility of the Lessee. The Lessee agrees to, in the event of damage to said slip, promptly pay for the cost of repair of said slip. Such repairs shall be performed by the Lessor and costs incurred for said repair will be billed to the Lessee. Prompt payment means payment within 30 days of the billing date. The leased slip shall not lie dormant (with no boat in the leased slip) for more than thirty (30) days per summer season without Lessee receiving prior written permission from Lessor. Lessee's failure to secure prior written permission will result in the Lessee surrendering their leased slip in accordance with section eight of this lease.

4. Residency Required at All Times. As a material condition of this Lease, Lessee is at all times during the term of this Lease will remain a resident of Lessor. Municipal pier slips are available for lease in accordance with the written priority policy established by the Village Board to residents only. A resident is defined in said written policy as an owner of improved residential real estate located within the corporate limits of the Village of Williams Bay. If Lessee ceases to be an owner of improved real estate within the corporate limits of the Village of Williams Bay, then the lease shall end on the date residency ceases for that summer season and Lessee must remove his/her boat immediately. Lessor will prorate any prepaid rentals and refund unused rentals to Lessee for termination of this Lease due to loss of resident status.
5. Repair, Maintenance, and Housekeeping. Lessor agrees to provide normal and ordinary maintenance and repair to the leased slip at its own discretion and cost. Lessee agrees to keep the lease slip clear of all garbage and litter.
6. Alterations and Improvements. Lessee is specifically prohibited from altering, adding to, subtracting from, or otherwise changing the leased slip. Further, no lockboxes, gates, and other structures will be permitted with the exception of approved marine bumpers and approved solar-powered boat lifts. Boat Lifts must be solar-powered and the boat cradle of the lift, including any attachments such as guides or bumpers, cannot extend above the decking or walkway of the pier. Solar battery boxes for approved boat lifts cannot be installed on the pier and, like the boat cradle, cannot extend above the decking or walkway of the pier. Furthermore, said boat lifts must be approved by the Lessor prior to installation by the Lessee's contractor. Installation and removal of approved boat lifts shall comply with section one (1) of this lease. To coordinate the placement of boat lifts with Village owned piers, installation, *EXCEPT INITIAL INSTALLATION*, and removal of approved boat lifts shall be performed at Lessee's cost by the same contractor as the Lessor contracts with for that given year. Winter storage of boat lifts shall be permitted only in Village owned storage area, and shall be at Lessee's expense.
7. Indemnification. Lessee agrees to indemnify and hold harmless the Lessor for any damage to the property (which includes the Lessee's watercraft) and/or person of the Lessee, the Lessee's family, agents, invitees, guests or companions, occurring at or around the leased slip.
8. Default and Termination. If any default is made in the performance of or compliance with any term or condition of this Lease, the Lease, at the option of the Lessor, shall terminate and be forfeited. Lessee shall be given ten (10) days written notice of intent to terminate due to any default or breach. Termination and forfeiture of the Lease shall not result if, within five (5) days of receipt of such notice of intent to terminate, Lessee corrects the default or breach to the satisfaction of the Lessor. The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights and remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any of the terms and conditions of this Lease.

9. Voluntary Termination by Lessee. In the event Lessee desires to terminate this Lease and surrender the slip prior to the expiration of the term of this Lease, all rentals paid shall not be refundable.
10. Surrender of Slip. At the expiration of the Lease term, Lessee shall quit and surrender the leased slip in as good a state and condition as it was in at the commencement of this Lease, reasonable use and wear excepted.
11. Option to Renew. A resident existing Lessee has a first right of refusal for entry into a new Lease for succeeding terms providing such Lessee continues to be a resident and their boat is in their name on the registration. Lessor retains the right to modify the terms and conditions including the rental amounts in its offer of renewal. All renewals will be made in accordance with the current policy resolution of the Village Board concerning such renewals.
12. Total Agreement. This Lease includes the provisions of the current policy resolution of the Village Board which are incorporated herein by reference. In the event of a conflict between the provisions of this Lease and the written policy resolution, the provisions of the written policy resolution shall control.
13. Applicable Law. This Lease agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
14. Severability. Should any section of this Lease be held unlawful, unconstitutional, or otherwise invalid, all remaining terms of said Lease shall remain in force.
15. I have read and understand I will adhere to all terms and conditions of the 2021 Boat Slip Lease Agreement as well as Schedule A, *Schedule of Prices for 2021*, Schedule B, *Conditions for Use*, and Schedule C, *Tie Down Instructions*.

VILLAGE OF WILLIAMS BAY

SLIP HOLDER

Village President _____

Lessee _____

Village Clerk _____

Lessee _____

Slip Holder Information

Lease will be returned if this section is not filled in resulting in potential loss of slip

Name «First_Name» «Last_Name» _____	Slip Number «Space» «AutoMergeField» _____
Mailing Address _____	Make _____
Village Address «Village_Address» _____	Length _____
Best phone _____	Wisconsin Registration # _____
	email _____
	Optional phone _____

SCHEDULE A Schedule of Prices for 2021

Use the table below to fill out the Fee Calculator section at the bottom of the page

Section A: Boat Slip Fees				
Boat Length*	Slip Size	Slip #	Slip Location	Fee
No larger than 18'		1-12	Municipal Pier Require a solar powered lift (see Section B)	\$2,060.00
No larger than 21'	24' Slip	1-13	East Pier	\$2,300.00
		14-26	West Pier	
No larger than 23'	26' Slip	1-13	West Pier	\$2,470.00
		14-26	East Pier	
No larger than 24'	28' Slip	27-39	East and West Piers	\$2,550.00
*Boat length as stated on Boat Registration				
Section B: Authorized Solar-Powered Boat Lift Installation and Removal Fees				
Event	Note			Fee
Installation	Initial installation must be done by Lessee's vendor. Future installations are done by Lessor's vendor.			\$225.00
Removal				\$225.00
Section C: Storage of Boat Lifts on Village Property				
				Fee
Lessee's are required to store boat lifts on Village Property				\$125.00

Fee Calculator			
Section	Event	Fee (includes 5.5% sales tax)	Notes
A	Boat Slip Fee		
B	Installation		Must be filled in if boat lift used
B	Removal		Must be filled in if boat lift used
C	Storage		Must be filled in if boat lift used
Total Due (A+B+C)			

SCHEDULE B

Conditions for Use

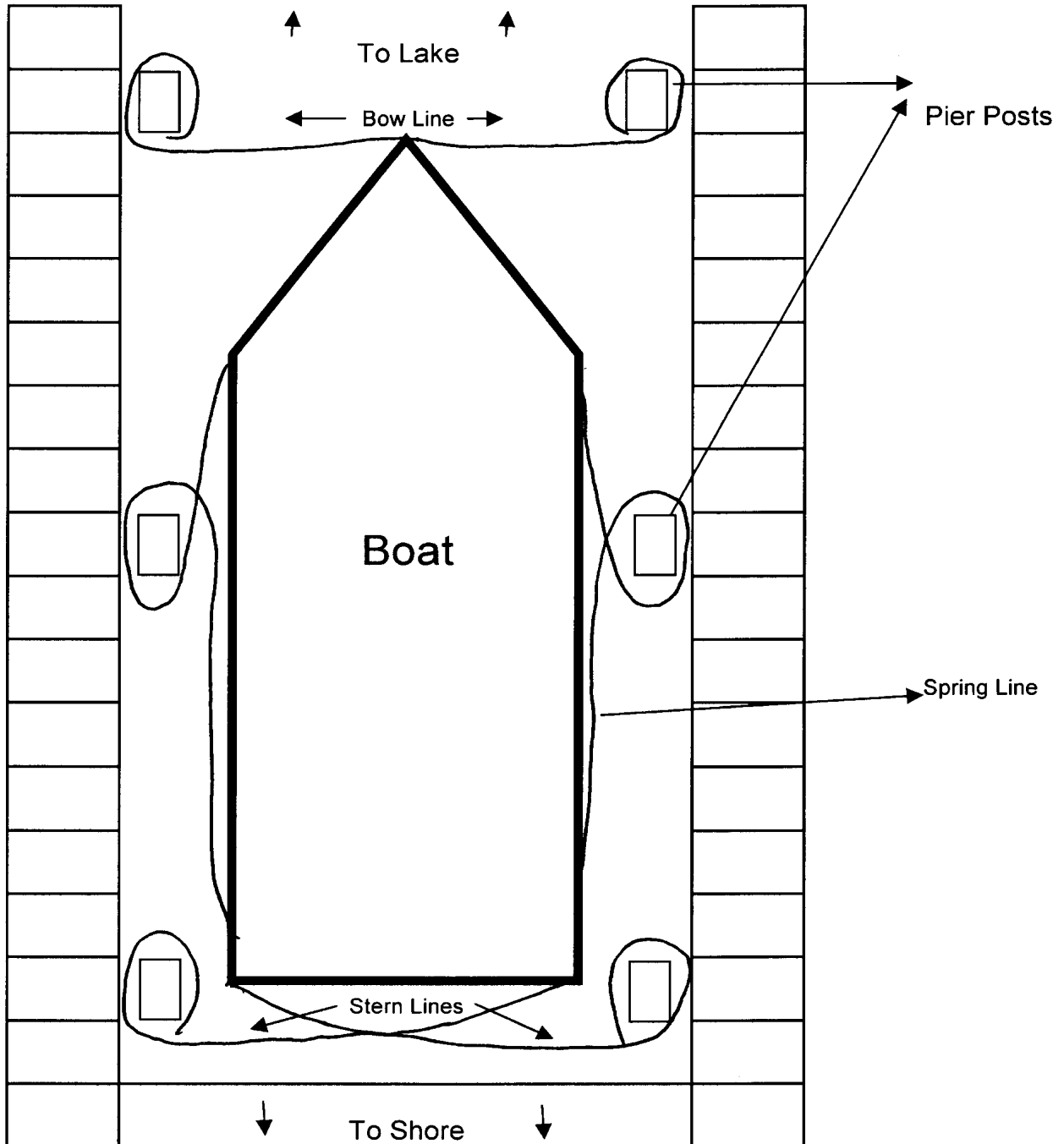
Each person that leases a ramp or slip shall obey the following regulations.

1. Only the boat registered to the leaseholder may use the ramp or slip. No ramp or slip may be subleased.
2. The boat shall be registered in the State of Wisconsin.
3. No boat gear or equipment, or other litter may be left on the dock.
4. No dock boxes, ladders or wagons, to move gear, may be left on the dock.
5. Dock lines may be coiled and left on the pier when the ramp or slip is empty. No cleats or eye hooks may be used. Lines must be tied at the lowest point on the horse. Line size should be 1/2 inch for smaller boats and 5/8 inch for larger boats. Rubber snubbers are helpful to reduce shock. **This section not applicable to those lessees using a Village-approved boat lift.**
6. No boat or any equipment attached to the boat may extend outside of the ramp or slip or overhang onto the public pier.
7. Only approved marine bumpers will be allowed. A sample of the approved bumper is at the Village Hall. This can be purchased at any marine supply store. Installation of the approved bumper must be supervised by the Harbor Master. Only galvanized roofing nails may be used to secure the approved bumpers. THESE BUMPERS MAY NOT, IN ANY INSTANCE, BLOCK ACCESS TO BOLTS, NUTS OR PIER HARDWARE. ACCESS IS ESSENTIAL FOR PIER INSTALLATION AND REMOVAL.
8. No alcohol will be permitted on the pier. No drinking in the boat while it is docked at the pier.
9. All park regulations apply to and shall be enforced on the piers at all times.
10. No overnight use of the boat is permitted while the boat is affixed to the pier.
11. It is suggested that all electronic equipment and other valuables shall be removed from the boat when the boat is not in use.
12. No utilities are provided and no long electrical cords are permitted, including the use of generators. The Village does not have and will not have any outlet boxes for this use.
13. All boats must be moored with the bow of the boat facing south, or away from the shore. **This section not applicable to those lessees using a Village-approved boat lift.**
14. No running or bicycles are permitted on the pier at any time. Swimming is not permitted from the pier or from any ramp or slip.
15. **No fueling of boats, or transporting of fuel on municipally-owned piers and slips,** with the exception of mobile fueling stations that have received approval from the Wisconsin Department of Commerce, the Wisconsin Department of Natural Resources and can provide a Certificate of Insurance listing the Village of Williams Bay as an additional insured. The above-mentioned documentation must be on file with the Village of Williams Bay Clerk.
16. Keep the pier clean. Containers are provided for all trash.
17. Lessee is specifically prohibited from altering, adding to, subtracting from, or otherwise changing the leased slip. Further, no lockboxes, gates, and other structures will be permitted with the exception of approved marine bumpers and approved solar-powered boat lifts. Boat Lifts must be solar-powered and the boat cradle of the lift, including any attachments such as guides or bumpers, cannot extend above the decking or walkway of the pier. Solar battery boxes for approved boat lifts cannot be installed on the pier and, like the boat cradle, cannot extend above the decking or walkway of the pier. Furthermore, said boat lifts must be approved by the Lessor prior to installation by the Lessee's contractor. Installation and removal of approved boat lifts shall comply with section one (1) of this lease. To coordinate the placement of boat lifts with Village owned piers, installation, *EXCEPT INITIAL INSTALLATION*, and removal of approved boat lifts shall be performed at Lessee's cost by the same contractor as the Lessor contracts with for that given year. Winter storage of boat lifts shall be permitted only in Village owned storage area, and shall be at Lessee's expense.
18. Please report any broken dock lines or other damage observed to the Harbor Master.

SCHEDULE C

Tie Down Instructions

Tie-down instructions not applicable to ramp lessees.



AMENDED DEVELOPMENT AGREEMENT FOR PAVING OF GRANDVIEW AVENUE

This Agreement is made this _____ day of _____, 2021 between the Village of Williams Bay, a municipal corporation of the State of Wisconsin located in Walworth County (Village), and Michael O'Brien and Anita O'Brien (Owner).

WHEREAS, Owner and Village entered into a Development Agreement for the paving of Grandview Avenue by agreement dated January 18, 2021; and

WHEREAS, Owner is requesting that the portion of Grandview Avenue to be paved be reduced and the Village is willing to accommodate that request; and

WHEREAS, Owner is the owner of land in the Village located at 415 Grandview Avenue, Williams Bay, Wisconsin (Property); and

WHEREAS, Owner wishes to pave that portion of Grandview Avenue beginning at its intersection with North Shore Drive to a point approximately 605 feet to the east thereof, as more specifically described in the Service Proposal of Hastings Asphalt Services, Inc. attached hereto as Exhibit A-2; and

WHEREAS, Owner is willing to pay the cost of the paving of Grandview Avenue; and

WHEREAS, the Village is willing to permit the paving of the above-described portion of Grandview Avenue pursuant to the terms of Exhibit A-2 and the terms of this Agreement.

NOW, THEREFORE, it is agreed between the Village and Owner as follows:

I. Paving of Grandview Avenue

Owner agrees to cause the paving of that portion of Grandview Avenue beginning at its intersection with North Shore Drive and continuing east for approximately 605 feet, all as set forth in the attached Exhibit A-2.

- A. The paving shall consist of 3 inches of asphalt after compaction in the widths as described in Exhibit A-2.
- B. The paving shall be subject to final inspection and approval of the Village Public Works Director to determine that it is safe for use by the public.

II. Dedication/Security

Subject to all other provisions of this Agreement, Owner shall, upon completion of the paving, convey and dedicate the paving to the Village free and clear of any and all encumbrances. Further, Owner agrees to file with the Village a certified check or other cash equivalent prior to the commencement of paving in the amount of \$19,000.00. No paving shall commence until such security is on file with the Village. Dedication shall not constitute acceptance of the paving by the Village. The paving will be accepted by the Village by separate resolution after the issuance of an appropriate letter of acceptance by the Village Engineer. The Village agrees to accept or reject the paving within forty-five (45) days after it is dedicated to the Village unless otherwise mutually agreed. After acceptance of the paving, the Village shall assume responsibility for the plowing of snow and general maintenance of the paved surface of Grandview Avenue.

If at any time Owner is in default of any aspect of this Agreement or has not completed the paving of Grandview Avenue within one year from the Village's acceptance of the security, or the security on file is stated to expire within 60 days and has not been extended, renewed or replaced, Owner shall be deemed in violation of this Agreement and the Village shall have authority to draw upon the security. In the event the Village is unable to draw upon the security, in whole or in part, the Village shall provide written notice to Owner who shall have 72 hours to remedy the violation. Failure to remedy the violation shall result in the Village having the power, in addition to its other remedies, without notice or hearing, to impose a special assessment in the amount of the cost of completion of the paving upon the Property payable in the next succeeding tax roll. The Village will not release the security until the Village approves the paving.

III. Reimbursement of Village Costs

Owner agrees to reimburse the Village for any costs incurred by the Village for legal expenses in connection with this Agreement. Legal costs shall be based on the statements of the Village Attorney with no overhead added by the Village.

IV. General Indemnity

Owner shall indemnify and save harmless the Village, its officers, agents, independent contractors and employees and shall defend same from and against any and all liability, claims, losses, damages, interests, actions, suits, judgments, costs, expenses and attorney's fees and the like to whomever owed and by whomever and whenever brought or maintained that result from or arise in the cause of, out of, or as a result of, the acts or omissions of Owner or their contractors in the performance of this Agreement.

V. General Conditions

All provisions of the Village's ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as if set forth in full herein. This Agreement and all work and improvements shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances. This Agreement shall supersede the Agreement entered into between Owner and Village dated January 18, 2021.

IN WITNESS WHEREOF, Owner has caused this Agreement to be signed this _____ day of _____, 2021.

Michael O'Brien

Anita O'Brien

Subscribed and sworn to before me this _____ day of _____, 2021

Notary Public, _____ County, _____
My commission expires: _____

Accepted pursuant to resolution adopted by the Village Board of the Village of Williams Bay
this _____ day of _____, 2021.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, Village President

ATTEST

By: _____
Jackelyn Pankau, Clerk

Subscribed and sworn to before me this
_____ day of _____, 2021

Notary Public, Walworth County, Wisconsin
My commission expires: _____

HASTINGS

ASPHALT SERVICES INC

P.O. Box 87, Harvard, IL 60033

Phone (815) 648-9099 • Fax (815) 648-9069

www.hastingsasphaltservices.com

Service Proposal

Please remit signed contract to:

P.O. Box 87, Harvard, IL 60033

Or Fax to 815-648-9069

7/6/2021

Company Name Bayside Properties		Payment Terms Due on receipt	Date of Inspection 1-29-21	Date of Contract	Representative
First Name Mike	Last Name O'Brien	Email Address mikeobrien1017@gmail.com			Fax #
Billing Address 402 Lakewood Dr		Billing City, State, Zip Williams Bay, WI 53191	Phone (262) 812-6600	Alternate Name and Phone	
Job Name 415 Grandview Ave sq ft deduct - 51867		Job Address 415 Grandview Ave		Job City, State Williams Bay, WI	

Previously Sealed: n/a

Deterioration Stage: n/a

Crack Fill Approx. Ft. n/a

Paving Approx. Sq. Ft. 6115

Sealcoat Approx. Sq. Ft. n/a

Item	Quantity	Rate	Amount
Hot Mix Asphalt	1	\$15,470.950	\$15,470.95

ONE-YEAR WARRANTY

Hastings guarantees all materials and workmanship, except that is applied to cracks, for a period of one year from the date of completion provided Hastings has been made aware within 30 days from date of service. This does not include base damage incurred by expansion, contraction, shifting of earth or any other natural causes.

*** Due to unpredictable weather, sealcoat is not warranted if applied after October 15. ***

Job Description and Instructions

ASPHALT PAVING OVER GRAVEL: approx. (6115 sq ft)

1. Add additional CA-6 stone as needed for leveling. (up to 12 tons)
2. Grade and compact aggregate base.
3. Saw cut edge of adjacent asphalt to provide a clean seam. Remove and dispose of 9 ft x 10 ft section of asphalt where new drive will meet old.
4. Pave with Class I surface mix hot asphalt compacted to 3" depth.
5. We recommend spraying vegetation sterilizer over area to pave prior to job start to prevent any plant growth through the new pavement. Weed spraying will have to be done by others.
6. Grade must have at least a 1% positive pitch to assure there will be no water ponding. We can not guarantee against ponding if sufficient pitch can not be achieved.
7. 30% non refundable deposit due at signing. Remaining balance due at completion of paving.
8. Pavement removed greater than 4", or other unexpected, underlying concrete, soft base, etc. will be subject to additional charge.

* West 350 ft paved at 11 ft width. East 300 ft paved at 9 ft width.

** Reduced size of paving - approx. 585 sq ft **

Balance to be paid in full upon completion of proposed work.

TOTAL PRICE

Total Due: \$15,470.95

An optional, 2nd coat of sealer can be applied for an additional \$ n/a

Purchaser shall pay upon demand all Hastings costs, charges and expenses including reasonable fees of attorneys, agents and others retained by Hastings, incurred in enforcing any of the obligations of the Purchaser under this contract or in any litigation, negotiation or transaction in which Hastings shall, without fault, become involved through or on account of this contract. Returned checks will result in a \$50.00 fee plus the original amount of the check. Payment received after 30 days of completion is subject to a \$29.00 late fee or 1.5% per month of the total bill - whichever is higher.

Residential customers are asked to pay in full at time of service or a \$10.00 processing fee will be added to invoice.

PURCHASER WILL OBTAIN ANY NECESSARY PERMITS PRIOR TO THE START OF THE JOB.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Should I decide to cancel this contract for any reason, I will be subject to a 30% cancellation fee.

Grand View Avenue Improvement

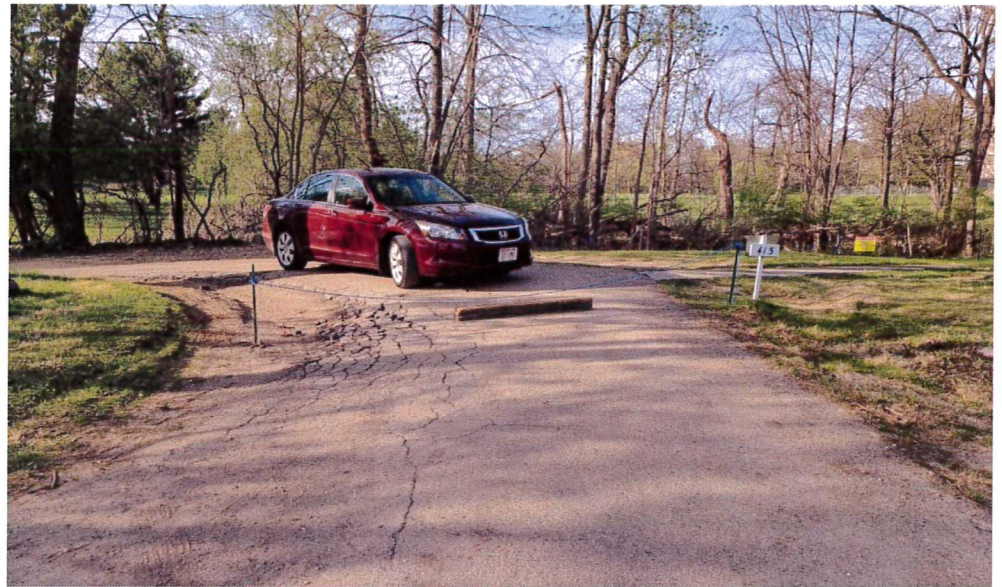
Proposed amendment to current developer's agreement

6/22/2021

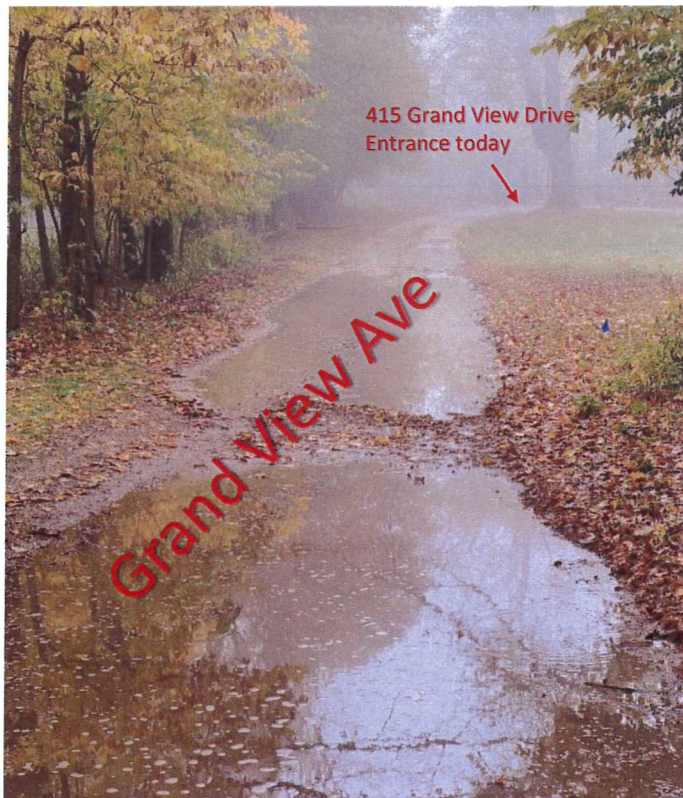
Current State



- Old driveway at end of Grandview Ave.
- Gravel road terminated into driveway
- Driveway asphalt has been removed

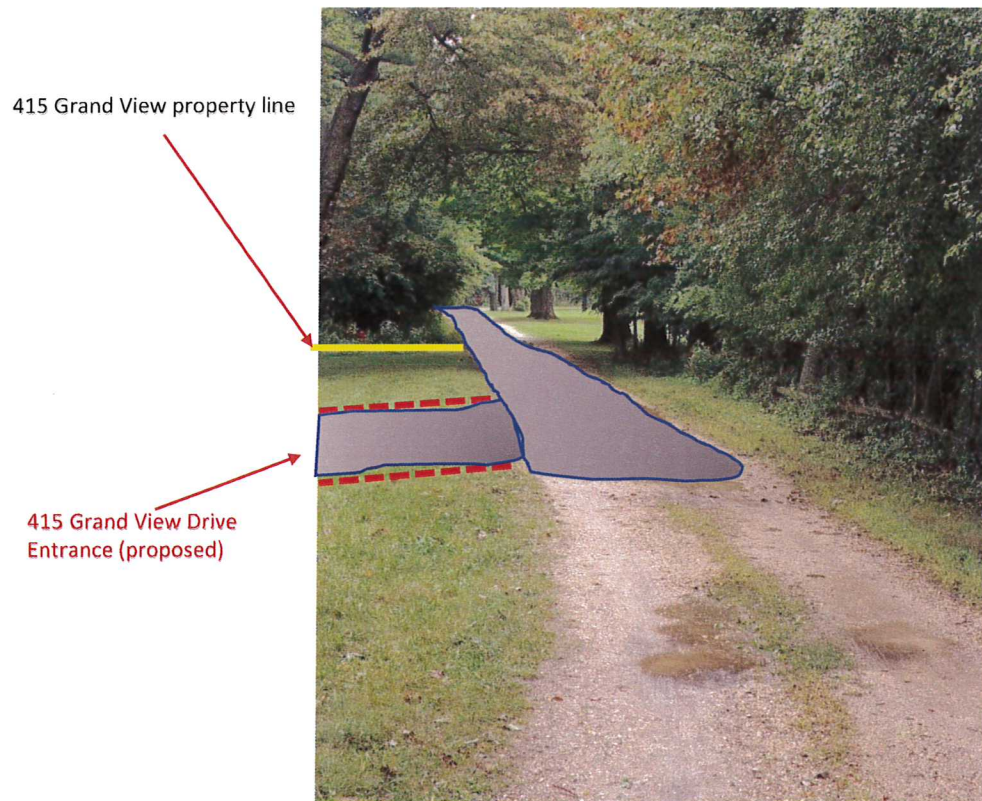


Current State



- Grand View Avenue ends, and 415 Grand View drive starts continuously
- Developers' agreement currently calls for full length of Grand View Avenue to be paved from North Shore Rd all the way to driveway entrance

Proposed Amendment and Option



1. Move driveway entrance from end of Grand View ave to middle of property
2. Adjust developer's agreement to Pave from North Shore to proposed new Driveway location. This would shorten paving by ~ 50-60 feet.
3. OPTIONAL – Village of Williams Bay abandons Grand View Avenue from property line moving east

Considerations

- Village is responsible today for plowing and maintenance of Grand View Ave
- Shortening the paved portion of road saves cost now and in future, and would allow for snow removal to accumulate at end of street vs at top of driveway
- Add sign at corner of North Shore and Grand View for “No Outlet”
- If abandoning the small portion of Grand View Ave:
 - O’Brien’s take responsibility for snow removal and maintenance for portion bordering property at 415 Grand View
 - Reduce / avoid nuisance traffic and access to Yerkes Future Foundation grounds
 - Can add a sign for “Private Drive” at entrance of property
- Note: we are seeking to complete road and drive paving in late August or September which requires fast response to schedule services



W I S C O N S I N

WALWORTH COUNTY CLEAN SWEEP PROGRAM 2021 CONTRIBUTION FORM

June 10, 2021

Public Works Department

Richard A. Hough
Director Public Works

Joseph Kroll, P.E.
County Engineer

Vincent Simek, P.E.
Associate County Engineer

Matthew J. Mortwedt
Deputy Director
Asset Management (PW)

Barry Pierce
Deputy County
Highway Commissioner

John Miller
Senior Project Manager

Joseph Latocha
Senior Project Manager

Penny Bishop
Finance Manager

Another year has gone by and as with most businesses this year, we too, are experiencing challenging financial times with respect to supporting our annual Clean Sweep and future Recycling programs for our Walworth County residents.

Our Solid Waste & Recycling division has been attempting to respond to the needs and requests of our residents to increase recycling initiatives to include electronics, appliances, and to have additional household hazardous waste events more often throughout the year. In addition, plans are to increase education efforts on waste reduction at the source, and how to reuse and recycle, rather than dispose of these items in the trash, filling up our landfills.

Clean Sweep has served the residents of Walworth County since 1992 and has proven successful in keeping hazardous waste out of the landfill, waste water treatment facilities, local environment and groundwater. Without a Clean Sweep program, Walworth County residents have no means to properly dispose of these products. Last year we managed to collect 63,567 lbs. of hazardous waste - up 11,177 lbs. from the prior year.

Walworth County has an upcoming Appliance & Electronics Recycling Event on July 24. The event will be held at Walworth County Public Works, 9 am – 12 pm.

Financial assistance from the local communities is vital to ensure sustainability of future collection events. We have enclosed a Sponsor Contribution sheet with the hopes you will consider providing a financial contribution to our 2021 Recycling and Clean Sweep Events.

Please feel free to contact Laurie Landon, Administrative Assistant and Solid Waste Coordinator, at 262-741-3768 for answers to your questions about Walworth County's program.

Sincerely,

Richard A. Hough
Director Public Works

Enclosure

W4097 County Road NN
Elkhorn, WI 53121
262.741.3114 tel
262.741.3117 fax
(Operations)



WALWORTH COUNTY CLEAN SWEEP PROGRAM 2021 CONTRIBUTION FORM

Thank you for your donation. In order to appropriately record your intentions for its use, please complete the information below. Please retain a copy of this form as your receipt.

Checks can be made payable to "Walworth County" and mailed to:

Clean Sweep Program
Walworth County Public Works Department
W4097 County Road NN
Elkhorn, WI 53121

Richard A. Hough
Director Public Works

Joseph Kroll, P.E.
County Engineer

Vincent Simcik, P.E.
Associate County Engineer

Barry Pierce
Deputy County
Highway Commissioner

Matt Mortwedt
Deputy Director - Asset
Management (Public Works)

John Miller
Senior Project Manager

Joseph Latocha
Senior Project Manager

Penny Bishop
Finance Manager

For any questions or information on sponsoring or cost sharing an event, please contact Laurie Landon, Administrative Assistant/Solid Waste Coordinator at 262-741-3768.*

All financial partners will be acknowledged in program publicity and advertising items, and on the Public Works Department/Solid Waste Division page of the Walworth County website: www.co.walworth.wi.us

Your commitment is needed by August 6, 2021 in order to acknowledge your company or organization in our printed marketing materials.

Company or Organization Name: _____

Contact Person: _____

Mailing Address: _____

City & State: _____ Zip: _____

Contact Phone #: _____ Email Address: _____

\$50 _____ \$100 _____ \$150 _____ \$200 _____ \$500 _____ \$1000 _____ \$2000 _____

Other Amount \$ _____ *Sponsor Event _____ *Cost Sharing _____

I agree to the automatic release of funds for general donation use when the following conditions have been met:

1. Stated purpose of donation has been met - AND/OR -
2. Less than 10% of the total donation remains.
3. Any monies not used for the current year recycling or solid waste events, will be rolled over to the following year (s) until used.

W4097 County Road NN
Elkhorn, WI 53121
262.741.3114 tel
262.741.3117 fax
(Operations)

Donor's Signature

Date

Print Name



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700 | Fax: 262-245-2705

OFFICIAL MINUTES

VILLAGE BOARD OF TRUSTEES

MONDAY, SEPTEMBER 21, 2020 AT 7:00 P.M.

VIA ZOOM WEBINAR

Call to Order

Meeting was called to order by President Duncan at 7:00pm.

Roll Call

Present: President Duncan, Trustees D'Alessandro, McMannamy, Parker, Umans and Wright.

Excused: Trustee Vlach

Also present: Administrator Weiss, Treasurer Peternell, Police Chief Timm, Public Works Director Edwards, Recreation Director Rowland and Village Engineer Snyder.

Pledge of Allegiance

Minutes

Umans/Parker motion to approve Village Board Meeting minutes of August 31, 2020. Unanimously carried.

Consent Agenda

D'Alessandro/Umans motion to approve the following:

- Letter of Engagement with Baker Tilly for assistance with a Conventional water rate increase study with an approximate cost of \$10,000.
- October-December newsletter funding with an approximate cost of \$2,000 with funding coming from contingency.
- County Clean Sweep sponsorship in the amount of \$350 with funding coming from contingency. Unanimously carried.

Presentation of accounts and petitions

Parker/Umans motion to approve Payroll period 08/15/2020 thru 08/28/2020; check date 09/04/2020 in the amount of \$51,356.79. Unanimously carried.

Parker/Umans motion to approve Payroll period 08/29/2020 thru 09/11/2020; check date 09/18/2020 in the amount of \$56,383.75. Unanimously carried.

Parker/Wright motion to approve Accounts Payable unpaid dated 09/18/2020 in the amount of \$233,127.94. Unanimously carried.

Parker/Umans motion to accept the August financial statements. Unanimously carried.

Parker/Umans motion to approve the August EFT payments in the amount of \$62,017.77. Unanimously carried.

Plan Commission

Recommendation for Conditional Use Permit

APPLICANT: Don Cinkus (Owner)

From: Rescue Squad <williamsbayems@gmail.com>
Date: June 2, 2021 at 11:46:58 AM CDT
To: George Vlach <gvlach@williamsbay.org>, Don Parker <dparker@williamsbay.org>, James Weiss <admin@williamsbay.org>
Subject: Re: Power loader for existing cot

George, Don

I just found out Stryker is offering a 3 year 0% interest payment schedule, 1st payment 30 days after delivery, then the next two years.

Wanted you to be are of that option if that helps .

Rich

On Tue, Jun 1, 2021 at 1:58 PM George Vlach <gvlach@williamsbay.org> wrote:

Hi Rich can you give me a call anytime at your convenience. I'm down in Florida right now so I should be able to pick up the phone anytime. We'll figure out about getting the signed an agenda and will have to determine whether we can get it through now or if we're going to have to put it into a capital expense.

Sent from my iPhone

On Jun 1, 2021, at 2:23 PM, Rescue Squad <williamsbayems@gmail.com> wrote:

George

We recently were able to get the first half a power cot, but we still need the power loader. As you know we are always short staffed and some members struggle with lifting a cot and patient

Some key features of the Power-LOAD that help with EMS members safety include:

- Only two operators needed for an occupied cot
- Raise/lower and load/unload with the touch of a button
- EMS members injury reduction
- Power-LOAD safe working load of 870 lbs

EMS members back injury reduction: Case studies showcase reduction in caregiver back-related injuries.

- 100% reduction in cot-related injuries saved one service \$545,000 in 4.5 years
- 96% reduction in adverse cot events after implementation of Power-PRO XT and Power-LOAD by one service

Safe working load of 870 lbs: The Power-LOAD system can support 870 lbs of working load (the total weight of the cot and patient).

As you know we are challenged to staff our calls so with less people it puts an additional strain on patient lifting/handling This lets ambulance

services potentially require less rescuers on scene to help load and unload patients in the back of the ambulance.

The total expenditure would be approximately \$25,000. We could save that with one back injury.

Here is manufacturer information: <https://www.stryker.com/us/en/emergency-care/products/power-load.html>

I would like to ask protective services to make a recommendation to approve this expense.

Thank you

Rich

--

Rich Gluth, FFIII, AEMT
Captain
Williams Bay Fire Rescue Department

Pay Period Date: 6/19/2021 - 7/2/2021
Pay Date: 7/9/2021

Department	Net Wages
Crossing Guard	\$0.00
General Administration	\$5,964.93
KNC	\$2,787.97
Lakefront/Beach	\$5,897.21
Library	\$5,209.59
Municipal Court	\$1,002.53
Parks	\$900.80
Police	\$20,541.83
Protective Services (F&R)	\$3,565.12
Public Works/W&S	\$7,686.20
Recreation Department	\$3,265.74
Village Board	\$0.00
 Total Net Wages	 \$56,821.92

Payroll Register - Single-line Summary - Payroll Register - Summary by Dept

Segment FUND	GL Account Number	Description	Amount	GL Activity Number
ABRAHAM'S ON-SITE SHREDDING				
GENERAL FU	100-51410-160	SHREDDING SERVICES	54.00	0
Total ABRAHAM'S ON-SITE SHREDDING:			54.00	
AIRGAS USA LLC				
WATER FUND	200-57631-160	CARBON DIOXIDE- BULK	3,701.71	0
Total AIRGAS USA LLC:			3,701.71	
ALLEN TREE SERVICE				
GENERAL FU	100-56130-000	REMOVAL OF TREES AND CHIP BRUS	1,782.50	0
Total ALLEN TREE SERVICE:			1,782.50	
ARAMARK				
GENERAL FU	100-55410-125	UNIFORMS-PARKS DEPT	30.78	0
GENERAL FU	100-54310-125	UNIFORMS-STREETS DEPT	30.78	0
GENERAL FU	100-55410-125	UNIFORMS-PARKS DEPT	30.78	0
WATER FUND	200-57903-125	UNIFORMS-WATER DEPT	69.23	0
GENERAL FU	100-54310-125	UNIFORMS-STREETS DEPT	30.78	0
WATER FUND	200-57903-125	UNIFORMS-WATER DEPT	69.23	0
Total ARAMARK:			261.58	
ASSOCIATED TECHNICAL SERVICES				
WATER FUND	200-57651-150	LEAK FINDERS GARFIELD & CLEVELA	996.00	0
Total ASSOCIATED TECHNICAL SERVICES:			996.00	
AT&T				
CAPITAL EQUI	550-55410-140	MONTHLY BILLING	102.65	0
Total AT&T:			102.65	
BURLINGTON WASTEWATER UTILITY				
WATER FUND	200-57623-170	MONTHLY BILLING	60.00	0
Total BURLINGTON WASTEWATER UTILITY:			60.00	
CIVIC SYSTEMS LLC				
GENERAL FU	100-51414-000	SEMI-ANNUAL SUPPORT FEES	4,077.65	0
WATER FUND	200-58801-000	SEMI-ANNUAL SUPPORT FEES	1,706.00	0
SEWER FUND	300-58801-000	SEMI-ANNUAL SUPPORT FEES	1,706.00	0
LIBRARY FUN	400-58100-135	SEMI-ANNUAL SUPPORT FEES	225.35	0
Total CIVIC SYSTEMS LLC:			7,715.00	
CONSIGNY LAW FIRM				
GENERAL FU	100-51610-000	PROTECTIVE SERVICES ATTORNEY E	1,208.72	0
GENERAL FU	100-51610-000	MUNICIPAL COURT ATTORNEY EXPE	8,760.25	0
GENERAL FU	100-51610-000	FINANCE & PERSONNEL ATTORNEY E	1,387.25	0
GENERAL FU	100-51610-000	BUILDING & ZONING ATTORNEY EXP	1,340.75	0
GENERAL FU	100-51610-000	GENERAL ATTORNEY EXPENSES	2,754.75	0
GENERAL FU	100-51610-000	PARKS AND LAKEFRONT	248.00	0
GENERAL FU	100-51405-000	BILLABLE SERVICES-UNIVERSITY OF	1,545.75	0

Segment FUND	GL Account Number	Description	Amount	GL Activity Number
Total CONSIGNY LAW FIRM:			17,245.47	
CORE & MAIN				
WATER FUND	200-57631-160	WATER DIST SUPPLIES	837.00	0
Total CORE & MAIN:			837.00	
DEPARTMENT OF WORKFORCE DEVELOPMENT				
KISHWAUKET	230-58100-112	UNEMPLOYMENT WAGES - REMINGT	87.00	0
KISHWAUKET	230-58100-112	UNEMPLOYMENT WAGES - REMINGT	87.00	0
Total DEPARTMENT OF WORKFORCE DEVELOPMENT:			174.00	
DIGGER'S HOTLINE INC.				
WATER FUND	200-57930-130	JUNE 2021	202.90	0
WATER FUND	200-57930-130	2ND PREPAYMENT FOR LOCATES 202	748.80	0
Total DIGGER'S HOTLINE INC.:			951.70	
ECS MIDWEST LLC				
WATER FUND	200-57400-000	GEOTECHNICAL EXPLORATIONS & R	3,710.00	0
Total ECS MIDWEST LLC:			3,710.00	
ELKHORN MOTORS INC.				
GENERAL FU	100-52120-150	REPAIRS AND MAINTENANCE	42.88	0
Total ELKHORN MOTORS INC.:			42.88	
ELKHORN NAPA AUTO PARTS				
SEWER FUND	300-58967-150	GENERATOR PARTS	87.11	0
Total ELKHORN NAPA AUTO PARTS:			87.11	
FIRST SUPPLY LLC-OAK CREEK				
GENERAL FU	100-55410-150	PRESSURE TANK W/ SLOAN	220.05	0
Total FIRST SUPPLY LLC-OAK CREEK:			220.05	
GAGE MARINE CORPORATION				
GENERAL FU	100-55411-153	REPAIR DAMAGED/BAD PIER PARTS	2,954.05	0
Total GAGE MARINE CORPORATION:			2,954.05	
GATEWAY TECHNICAL COLLEGE				
GENERAL FU	100-52320-109	FFI CERT EXAM-TERRETTA	286.72	0
Total GATEWAY TECHNICAL COLLEGE:			286.72	
GRAINGER INC.				
WATER FUND	200-57935-150	EYE WASH STATION	195.17	0
LIBRARY FUN	400-58100-150	FILTERS	183.90	0
Total GRAINGER INC.:			379.07	
GRAYMONT WESTERN LIME INC.				
WATER FUND	200-57631-160	CALCIUM HYDRATED LIME	3,258.13	0

Segment FUND	GL Account Number	Description	Amount	GL Activity Number
Total GRAYMONT WESTERN LIME INC.:			3,258.13	
GUNNAR OLSEN LANDSCAPING				
WATER FUND	200-57652-150	LAKEFRONT	1,137.00	0
GENERAL FU	100-55415-000	LANKFRONT PLANTAR BOX	425.00	0
GENERAL FU	100-55410-115	WEEDING	425.00	0
Total GUNNAR OLSEN LANDSCAPING:			1,987.00	
HEYER TRUE VALUE HARDWARE				
GENERAL FU	100-54310-150	STREETS EQUIPMENT REPAIRS/MAIN	143.77	0
GENERAL FU	100-55410-150	PARKS	56.21	0
WATER FUND	200-57935-150	SUPPLIES	53.61	0
Total HEYER TRUE VALUE HARDWARE:			253.59	
HYDRITE CHEMICAL COMPANY				
WATER FUND	200-57631-160	ALUM SULFATE STD GRADE AND HFS	1,737.00	0
Total HYDRITE CHEMICAL COMPANY:			1,737.00	
HYDRO CORP				
WATER FUND	200-57656-150	CROSS CONNECTION PROGRAM-RE	1,242.00	0
WATER FUND	200-57656-150	CROSS CONNECTION PROGRAM-NO	348.00	0
Total HYDRO CORP:			1,590.00	
J&M DISPLAYS INC				
FIREWORKS F	415-52320-165	2021 FIREWORKS CONTRACT	25,000.00	0
Total J&M DISPLAYS INC:			25,000.00	
KAESTNER AUTO ELECTRIC CO.				
GENERAL FU	100-54310-160	DRILL BITS	192.05	0
Total KAESTNER AUTO ELECTRIC CO.:			192.05	
KAMPS, ASHLEY				
GENERAL FU	100-52120-190	TRAINING EXPENSE	420.99	0
Total KAMPS, ASHLEY:			420.99	
KATIE VANEGEREN				
GENERAL FU	100-44103	REFUND FOR CANCELLED REC DEPT	50.00	0
Total KATIE VANEGEREN:			50.00	
MUNICIPAL CODE ENFORCEMENT LLC				
GENERAL FU	100-53100-215	CODE ENFORCEMENT	2,192.00	0
Total MUNICIPAL CODE ENFORCEMENT LLC:			2,192.00	
NIEUWENHUIS BROS. INC.				
RECYCLING F	225-54635-131	RECYCLING CURBSIDE PICKUP	6,383.76	0
RECYCLING F	225-54635-165	RECYCLING SURCHARGE	613.64	0
GENERAL FU	100-54710-000	REFUSE CURBSIDE PICKUP	13,166.93	0

Segment FUND	GL Account Number	Description	Amount	GL Activity Number
Total NIEUWENHUIS BROS. INC.:			20,164.33	
PATS SERVICES INC				
WATER FUND	200-57631-160	LIME SLUDGE FOR JUNE 2021	2,060.00	0
Total PATS SERVICES INC:			2,060.00	
PAYNE & DOLAN INC.				
WATER FUND	200-57651-150	5 LT 9.5 MM	999.12	0
Total PAYNE & DOLAN INC.:			999.12	
PROFESSIONAL BUILDING INSPECTIONS INC				
GENERAL FU	100-53100-211	BUILDING CONTRACT FEES	14,645.66	0
Total PROFESSIONAL BUILDING INSPECTIONS INC:			14,645.66	
RITEWAY HEATING COOLING & PLUMBING				
WATER FUND	200-57935-150	FIX AC, SILVER BRAZE LEAK, FIX EVA	1,559.63	0
Total RITEWAY HEATING COOLING & PLUMBING:			1,559.63	
SCHAEFFER MUNICIPAL SERVICES LLC				
GENERAL FU	100-53100-210	ZONING CONTRACT FEES	2,730.00	0
Total SCHAEFFER MUNICIPAL SERVICES LLC:			2,730.00	
SCHWAAB INC				
GENERAL FU	100-51410-160	GEN ADMIN OFFICE SUPPLIES	17.75	0
GENERAL FU	100-51410-160	ENGRAVED NAMEPLATE CYNTHIA ST	17.75	0
Total SCHWAAB INC:			35.50	
SECURIAN FINANCIAL GROUP INC				
GENERAL FU	100-52120-124	POLICE BEN BORGES	9.30	0
GENERAL FU	100-54310-124	STREETS WAYNE EDWARDS	4.09	0
WATER FUND	200-57920-124	WATER TREATMENT WAYNE EDWARD	4.09	0
GENERAL FU	100-52120-124	POLICE MARK ERICKSON	14.95	0
GENERAL FU	100-52120-124	POLICE DAN HAMMETT	10.25	0
GENERAL FU	100-52120-124	POLICE WILL KOSTOCK	6.37	0
GENERAL FU	100-51410-124	GEN ADMIN JACKIE PANKAU	3.85	0
GENERAL FU	100-51410-124	GEN ADMIN LORI PETERNELL	19.40	0
GENERAL FU	100-54310-124	STREETS JIM REYNOLDS	1.79	0
GENERAL FU	100-55410-124	PARKS JIM REYNOLDS	1.79	0
GENERAL FU	100-55210-124	REC DEPT DAVE ROWLAND	4.45	0
GENERAL FU	100-54310-124	STREETS JOSH SCHILLER	1.43	0
WATER FUND	200-57630-124	WATER TREATMENT JOSH SCHILLER	1.43	0
WATER FUND	200-57640-124	WATER DISTRIBUTION JOSH SCHILLER	1.43	0
LIBRARY FUN	400-58100-123	LIBRARY JOY SCHNUPP	36.58	0
GENERAL FU	100-54310-124	STREETS DOUG SMITH	8.62	0
WATER FUND	200-57630-124	WATER TREATMENT DOUG SMITH	8.62	0
WATER FUND	200-57640-124	WATER DISTRIBUTION DOUG SMITH	8.62	0
GENERAL FU	100-52120-124	POLICE MITCHELL STOCKING	4.76	0
GENERAL FU	100-52120-124	POLICE JUSTIN TIMM	7.06	0
GENERAL FU	100-51410-124	GEN ADMIN BECKY TOBIN	14.78	0
KISHWAUKET	230-58100-124	KNC JENNIFER YUNKER	3.53	0
GENERAL FU	100-21257	EMPLOYEE CONTRIBUTION	183.68	0

Segment FUND	GL Account Number	Description	Amount	GL Activity Number
Total SECURIAN FINANCIAL GROUP INC:			360.87	
SHI INTERNATIONAL CORP				
GENERAL FU	100-51414-000	PALO ALTO NETWORKS	1,314.00	0
Total SHI INTERNATIONAL CORP:			1,314.00	
SWIFT PRINT				
GENERAL FU	100-55210-160	BUSINESS CARDS DAVE ROWLAND	77.00	0
Total SWIFT PRINT:			77.00	
TACTICAL SOLUTIONS				
GENERAL FU	100-52120-150	REPAIRS/MAINTENANCE	195.00	0
Total TACTICAL SOLUTIONS:			195.00	
THE COACH'S LOCKER				
GENERAL FU	100-55210-270	BASEBALL/SOFTBALL FIELD EQUIPM	4,541.00	0
GENERAL FU	100-55210-271	BASEBALL/SOFTBALL FIELD EQUIPM	240.00	0
Total THE COACH'S LOCKER:			4,781.00	
UPPER CASE PRINTING				
WATER FUND	200-57921-160	PRINTING OF XPRESS BILL PAY FLYE	284.63	0
SEWER FUND	300-58969-160	PRINTING OF XPRESS BILL PAY FLYE	284.63	0
WATER FUND	200-57921-160	PRNTING OF CROSS CONNECTION	569.25	0
FIREWORKS F	415-52320-165	PRINTING OF FIREWORKS LETTER	94.88	0
Total UPPER CASE PRINTING:			1,233.39	
WALWORTH COUNTY PUBLIC WORKS				
SEWER FUND	300-58980-300	MONTHLY BILLING	62,839.81	0
GENERAL FU	100-51560-000	CLEAN SWEEP DONATION	350.00	0
Total WALWORTH COUNTY PUBLIC WORKS:			63,189.81	
WARREN FRIETAG				
ALLOCATION	001-15100	REFUND FOR OVERPAYMENT	144.02	0
Total WARREN FRIETAG:			144.02	
WILL KOSTOCK				
GENERAL FU	100-52120-190	TUITION REIMBURSEMENT	1,356.75	0
Total WILL KOSTOCK:			1,356.75	
WISCONSIN PROFESSIONAL POLICE ASSOC				
GENERAL FU	100-21262	LEER, PSC CONTRIBUTION	249.50	0
Total WISCONSIN PROFESSIONAL POLICE ASSOC:			249.50	
WITTE SUPPLY COMPANY				
GENERAL FU	100-55410-150	CEDAR CREEK ATHLETIC TURF	215.50	0
Total WITTE SUPPLY COMPANY:			215.50	

Segment FUND	GL Account Number	Description	Amount	GL Activity Number
Grand Totals:			<u>193,553.33</u>	

**Consigny Law Firm
2021 Legal Fees**

	A	B	C	D	E	F	G
1	Category	Q1/2021	Q2/2021	Q3/2021	Q4/2021		YTD Total
2	General	\$465.00	\$2,754.75				\$3,219.75
3	Building & Zoning	\$3,045.75	\$1,340.75				\$4,386.50
4	Finance & Personnel	\$0.00	\$1,387.25				\$1,387.25
5	Protective Services	\$759.50	\$1,208.72				\$1,968.22
6	Streets & Highways	\$108.50	\$0.00				\$108.50
7	Harbor Commission	\$0.00	\$0.00				\$0.00
8	GLLEA	\$139.50	\$0.00				\$139.50
9	Municipal Court	\$6,425.25	\$8,760.25				\$15,185.50
10	Labor-VonBriesen	\$1,239.00	\$177.00				\$1,416.00
11	Parks and Lakefront	\$0.00	\$248.00				\$248.00
12	TOTAL VILLAGE LEGAL FEES	\$12,182.50	\$15,876.72	\$0.00	\$0.00		\$28,059.22
13							
14	Reimbursement agreement-Yerkes/UOC	\$310.00	\$1,545.75				\$1,855.75
15	Reimbursement agreement-Rutkowski Dev	\$0.00					\$0.00
16	Reimbursement agreement-O'Brien	\$1,023.00					\$1,023.00
17	Water & Sewer	\$0.00					\$0.00
18	Workers Comp Issue-Gardiner	\$0.00					\$0.00
19	TOTAL REIMBURSEABLE LEGAL FEES	\$1,333.00	\$1,545.75	\$0.00	\$0.00		\$2,878.75

GL Account and Title	Description	Amount	GL Period
721			
AMAZON.COM			
400-58100-160 LIBRARY SUPPLIES	LIBRARY SUPPLIES	214.81	721
400-58200-000 BOOKS	BOOKS	86.25	721
400-58201-000 CHILDREN'S BOOKS	CHILDREN'S BOOKS	42.95	721
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	PROGRAMS FOR CHILDREN &	156.99	721
400-58232-000 LIBRARY CRAFTS	LIBRARY CRAFTS	56.92	721
400-58240-000 LIBRARY MEDIA	LIBRARY MEDIA	113.82	721
410-58340-000 BOARD COMMITTED FUNDS	BOARD COMMITTED FUNDS	71.96	721
Total AMAZON.COM:		743.70	
BAKER & TAYLOR			
400-58200-000 BOOKS	BOOKS	1,477.68	721
400-58201-000 CHILDREN'S BOOKS	CHILDRENS BOOKS	1,082.36	721
410-58200-102 BOOKS, DONOR DESIGNATED	BOOKS DONOR DESIGNATED	121.89	721
410-58250-000 LIBRARY CHAPIN EXPENDITURES	LIBRARY CHAPIN EXPENDITUR	40.95	721
400-58200-101 BOOKS	BOOKS BOARD COMMITTED	18.20	721
Total BAKER & TAYLOR:		2,741.08	
DEPARTMENT OF ADMINISTRATION			
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	TEACH SERVICES	600.00	721
Total DEPARTMENT OF ADMINISTRATION:		600.00	
FINDAWAY WORLD LLC			
410-58200-101 BOOKS, BOARD COMMITTED	BOOKS, BOARD COMMITTED	330.45	721
Total FINDAWAY WORLD LLC:		330.45	
LAKESHORES LIBRARY SYSTEM			
400-58100-160 LIBRARY SUPPLIES	LIBRARY SUPPLIES	63.25	721
Total LAKESHORES LIBRARY SYSTEM:		63.25	
MARTIN GROUP			
410-58340-000 BOARD COMMITTED FUNDS	BOARD COMMITTED	74.76	721
Total MARTIN GROUP:		74.76	
MIDWEST LIVING MAGAZINE			
400-58280-000 LIBRARY PERIODICALS	PERIODICALS	18.00	721
Total MIDWEST LIVING MAGAZINE:		18.00	
PETTY CASH			
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	PROGRAMS FOR CHILDREN A	35.85	721
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	PROGRAMS FOR CHILDREN A	20.28	721
400-58232-000 LIBRARY CRAFTS	CRAFTS	4.49	721
Total PETTY CASH:		60.62	
Total 721:		4,631.86	
Grand Totals:		4,631.86	

GL Account and Title

Description

Amount

GL Period

Village Board Approval Date: _____

ORDINANCE #2021 - 08
AN ORDINANCE RENUMBERING SECTION 8.14 AND CREATING SECTION 8.14
OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY

WHEREAS, the Village Board of the Village of Williams Bay wishes to regulate the sale of cigarettes and other tobacco products; and

WHEREAS, Wis. Stats. Sec. 134.65 requires that for the village to regulate the sale of cigarettes and other tobacco products, it must enact an ordinance to that effect.

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

Section I. Section 8.14 of the Code of Ordinances of the Village of Williams Bay is hereby renumbered Section 8.15 of the Code of Ordinances of the Village of Williams Bay.

Section II. Section 8.14 of the Code of Ordinances of the Village of Williams Bay is hereby created to read as follows:

Sec. 8.14 CIGARETTES AND TOBACCO PRODUCTS

(1) LICENSE REQUIRED. No person shall in any manner, directly or indirectly, manufacture, sell, exchange, dispose of, give away or keep for sale any cigarettes or tobacco products without first obtaining a license from the clerk.

(2) APPLICATION. The application for such license shall contain the applicant's name and address or, if a corporation, the names and addresses of the directors and officers, and shall specify whether the applicant will sell, exchange, barter, dispose of or giveaway the cigarette or tobacco products over-the-counter or in a vending machine, or both.

(3) LICENSE FEE. A fee shall be paid to the clerk for the issuance of the license. The fee shall be in an amount established by resolution of the village board. The license shall be an annual license and expire the following June 30 unless sooner revoked.

(4) FORM OF LICENSE. All such licenses shall name the licensee and specifically describe the premises where such business is to be conducted. Such license is not transferable from one person to another nor from one premises to another. All such licenses shall be signed by the clerk.

Section III. This ordinance shall take effect upon passage and publication as provided by law.

Approved by the Village Board of the Village of Williams Bay this _____ day of _____, 2021.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Jackelyn Pankau, Clerk

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



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org
Phone: 262-245-2700 | Fax: 262-245-2705

RESOLUTION R-8-21

A RESOLUTION AMENDING THE FEE SCHEDULE TO INCLUDE LICENSE AND PERMIT FEES

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

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

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

Approved by the Village Board of the Village of Williams Bay this _____ day of _____, 2021.

VILLAGE OF WILLIAMS BAY

By:_____

William Duncan, President

Attest:_____

Jackelyn Pankau, Clerk

Resolution R-8-21 Exhibit A

Fees are changed by resolution of the Village Board of the Village of Williams Bay.		
Description	Fee	Chapter Reference
Alarm Permit	\$10 annually	8.13(6)(D)/125-6D
Alcohol beverages - "Class A" intoxicating liquor	\$500 per year	8.02(2)/128-2
Alcohol beverages - "Class B" intoxicating liquor	\$500 per year	8.02(2)/128-2
Alcohol beverages - "Class A" fermented malt beverage	\$25 per year	8.02(2)/128-2
Alcohol beverages - "Class B" fermented malt beverage	\$100 per year	8.02(2)/128-2
Class "B" picnic	\$10 per license	8.02(2)/128-2
Reserve "Class B"	\$10,000 for initial issuance or \$500 if a bona fide club or lodge situated and incorporated in the state for at least six years. After initial issuance, \$500 per year	8.02(2)/128-2
Class "C" wine license	\$100 per year	8.02(2)/128-2
Publication fee	\$50	8.02(2)/128-2
Operator's license	\$40 per two years	8.01(2)/128-3
Cigarette/tobacco license	\$100	
Amusement permit	\$5	8.03(1)/132-2
Dog license fees- Altered (spayed/neutered) dog	\$15	8.07(4)(a)/136-4
Dog license fees- Unaltered dog	\$30	8.07(4)(a)/136-4
Kennel license (under 174.053(1), Wis. Stats.	\$35	8.04(4)(a)/136-4
Late dog license fee-April 1st or later	\$5	8.04(4)(a)/136-4
Riding or livery stable license, each horse kept or boarded	\$10	8.06(2)(c)/136-13C
Bicycle registration fee	\$2	8.04(3)/145-1C(2)
Explosives - license fee	\$10 annually	8.09(2)/182-2
Explosives - Fee per tree blasted	\$1	8.09(7)/182-7
Explosives - More than one charge of explosive	\$1 for each charge	8.09(7)/182-7
Mobile home park license or renewal	\$2 for each space	8.05(7)(b)/242-6A(2)
Mobile home park license transfer	\$10 each transfer	8.05(7)(b)/242-6A(2)
Plumbing permit - Connection to sanitary sewer	\$500 plus Walcomet charges	14.06(2)/270-6B
Peddlers & Transient Merchant Application Fee	\$50 Non Refundable	8.02(4)(a)/327-4(c)
Adandoned and junked vehicles-Retained vehicle via sealed bid or auction sale, storage fee	\$10 per day	10.19(11)/342-11
Adandoned and junked vehicles-List of vehicles to be sold	\$10	10.19(11)/342-12
Adandoned and junked vehicles-Fee to offset towing and junking charges	\$10	10.19(15)(a)/342-15A
Snowmobile renter's license application fee	\$25	6.08(3)(b)(2)/345-7C(2)(b)
Motor-driven cycles rental license fee- Four or fewer vehicles	\$50	8.10(5)/345-9E
Motor-driven cycles rental license fee- More than four but fewer than nine vehicles	\$100	8.10(5)/345-9E
Motor-driven cycles rental license fee- Nine or more vehicles	\$125	8.10(5)/345-9E
Subdivider fee in lieu of planting street trees	\$100	17.0813(A)/375-0813A
Reapplication fee for any preliminary plat previously reviewed	\$200	17.1102/375-1102

Reapplication fee for any final plat previously reviewed	\$200	17.1105/375-1105
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MEMORANDUM

DATE: JUNE 30, 2021

TO: BZO COMMITTEE

FROM: LORI PETERNELL, TREASURER

RE: FEE SCHEDULE UPDATE

As you are aware, over the last few months we have been working on codification of the Village Code. Part of the process was to remove all the fees in the Ordinances and add them to the Village's fee schedule. I have reviewed the complete list provided by General Code to determine if any of the fees listed have already been adopted in a prior resolution, and if not added them to Resolution R-8-21.

I also reviewed some of the fees and compared them to Village of Fontana and City of Lake Geneva and am recommending the following increases:

"Class A" intoxicating liquor

State statute allows up to a maximum of \$500 license fee. Village of Fontana and City of Lake Geneva charge \$500.

(Budget impact: Increase of \$300 total revenue) Based on 3 licenses issued

Cigarette licenses

Cigarette/tobacco licenses are not referenced in the Code, the Village Attorney has drafted an ordinance to add this to the Code. State statute allows up to a maximum of \$100 license fee. Village of Fontana and City of Lake Geneva charge \$100.

(Budget Impact: Increase of \$225 total revenue) Based on 3 licenses issued

Dog Licenses

Walworth County determines base license fee, with the Village receiving .25 cents/license. Currently the County has set the fee to be \$11 for altered and \$30 unaltered. Municipalities can add an additional amount to the base fee.

Village of Fontana charges \$17 altered and \$35 unaltered. City of Lake Geneva charges \$15 altered and \$30 unaltered. Recommendation is to only increase the unaltered to \$15. (Currently only have 5 licenses for unaltered dogs)

(Budget impact: Increase of \$520 total revenue) Based on 130 licenses issued through 6/28/21

Transient Merchants

No fee has been determined, recommending \$50 non-refundable application fee like Village of Fontana and City of Lake Geneva.



CEDAR POINT PARK ASSOCIATION

Incorporated

P.O. Box 490, WILLIAMS BAY, WISCONSIN 53191

Fax: (262)245-5996 mail@cedarpointpark.org

June 27, 2021

Mr. Matt Stanek, Chair
Streets & Highways Committee
Village of Williams Bay
250 Williams Street
PO Box 580
Williams Bay, WI 53191

RE: Cedar Point Park Association request for installing a
Crosswalk over Cedar Point Drive in one or more places

Dear Sir:

At a recent meeting of our Board of Directors, I was asked to write a letter to the Village about a re-visit of a request we made in September, 2018. At that time, we asked the Village to look into, and to install a crosswalk over Cedar Point Drive at the intersection of Rogers Parkway to Oak Birch Drive. This was of particular importance since many autos and trucks speed along this road and many members and their children, use the route to walk to and from our Parks 4 and 5 and the post office boxes located there.

Unfortunately, there was no action taken by the Village because we learned too late, that the Village meeting on this matter was not attended by any member of our Association who could speak to this need. We are also concerned about other locations along the road that could use a crosswalk. Since speeding is an on-going issue, our Board now feels that several crosswalks along this route would deter speeding and it would be greatly appreciated by our membership in the interests of our safety concerns.

Please contact us when you are able to do so, about how we can work together to obtain these crosswalks. Thank you for your cooperation.

Very truly yours,

Jean Feehan, Legal Committee Chair
jeanfeehan11@gmail.com

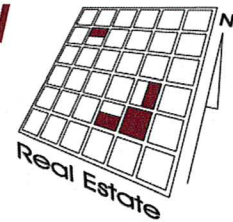
cc: CPPA Board of Directors
Mr. William Duncan, Village President ✓

Assessment Services Summary for the Village of Williams Bay

Village of Williams Bay
Lori Peternell
Village Clerk

Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



Fee Schedule

The figures below are based on 3 years of professional assessment services. Optional add-on assessment services for a revaluation would be in addition to the price of annual maintenance.

Contract Proposal	2021 Assessment Year	2022 Assessment Year	2023 Assessment Year
MAINTENANCE	\$18,800	\$19,100	\$19,400
FULL REVALUATION	-	+\$100,900	-
EXTERIOR REVALUATION	-	+\$88,900	-
INTERIM MARKET UPDATE	-	+\$40,900	-

Out-of-Pocket Expenses / Invoice Procedures

MAINTENANCE: The compensation due the Assessor shall be paid in monthly or quarterly installments throughout the 2021, 2022 and 2023 assessment year(s).

REVALUATION: Payment shall be made on a monthly basis for services and expenses incurred during a Revaluation year. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review.

- Full Revaluation includes both exterior and interior inspections of all improved parcels. Exterior Revaluation only includes exterior inspections of improved parcels.
- Municipality will be responsible for all postage costs during the revaluation year and are estimated to cost \$1,500 - \$2,500 +/- depending on how many letters/notices etc. are mailed.
- For budgeting purposes if the Village were to conduct either an interim market update, full or exterior revaluation for the 2022 assessment year the estimated total compensation for each type would be as follows:

Maintenance \$19,100	Full Revaluation +\$100,900	Postage +\$2,500	Total = \$122,500
Maintenance \$19,100	Exterior Revaluation +\$88,900	Postage +\$2,500	Total = \$110,500
Maintenance \$19,100	Interim Market Update +\$40,900	Postage +\$1,500	Total = \$61,500

- Financing options are available upon request to spread the revaluation cost over two years.

**APPENDIX A
ADDITIONAL SCOPE OF SERVICES**

This Appendix A is now attached to and incorporated into the Contract for Maintenance Assessment Services made by and between the **Village of Williams Bay, Walworth County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

INTERIM MARKET UPDATE REVALUATION

- I. **SCOPE OF SERVICES.** Assessor shall perform an interim market update revaluation of all taxable real estate and personal property in the Municipality for the **2022** assessment year during this additional scope of services Contract.
- II. **DURATION.** Assessor shall complete all work on or before October 30th, 2022. If unforeseen circumstances delay the completion of work, the parties agree to cooperate in good faith to reach an agreement on an extension of time.
- III. **COST OF SERVICES.** This additional scope of services Contract runs simultaneously with the 2021-2023 Contract for Maintenance Assessment Services signed by the Assessor on 03/02/2020 and the Municipality on 11/17/2020. The Municipality shall pay the Assessor an additional Forty Thousand Nine Hundred Dollars (\$40,900.00) for the 2022 interim market update revaluation. Municipality shall be responsible for all postage and mailing services associated with the revaluation program.
 - A. The compensation due to the Assessor shall be made on a monthly basis for services and expenses incurred during the Revaluation year. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review.

SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

07/09/2021

Date

Authorized Signature
Village of Williams Bay

Date

**APPENDIX A
ADDITIONAL SCOPE OF SERVICES**

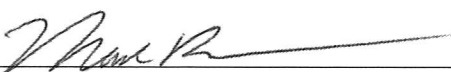
This Appendix A is now attached to and incorporated into the Contract for Maintenance Assessment Services made by and between the **Village of Williams Bay, Walworth County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

EXTERIOR INSPECTION REVALUATION

- I. **SCOPE OF SERVICES.** Assessor shall perform an exterior inspection revaluation of all taxable real estate and personal property in the Municipality for the **2022** assessment year during this additional scope of services Contract.
- II. **DURATION.** Assessor shall complete all work on or before October 30th, 2022. If unforeseen circumstances delay the completion of work, the parties agree to cooperate in good faith to reach an agreement on an extension of time.
- III. **COST OF SERVICES.** This additional scope of services Contract runs simultaneously with the 2021-2023 Contract for Maintenance Assessment Services signed by the Assessor on 03/02/2020 and the Municipality on 11/17/2020. The Municipality shall pay the Assessor an additional Eighty-Eight Thousand Nine Hundred Dollars (\$88,900.00) for the 2022 exterior revaluation. Municipality shall be responsible for all postage and mailing services associated with the revaluation program.
 - A. The compensation due to the Assessor shall be made on a monthly basis for services and expenses incurred during the Revaluation year. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review.

SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

07/09/2021

Date

Authorized Signature
Village of Williams Bay

Date

AGREEMENT

INFORMATION TECHNOLOGY (IT) MANAGED SERVICES FOR THE VILLAGE OF WILLIAMS BAY

The contract made and entered into this ___ day of _____ 2021, by and between **Velocity Solutions**, hereinafter referred to as the “Consultant” and the **Village of Williams Bay**, Wisconsin, hereinafter referred to as the “Village”.

The Village hereby agrees to engage the Consultant and the Consultant hereby agrees to perform technology services requested by said Village. The relationship between Village and Consultant created under this agreement is that of principal and independent contractor. Neither the terms of this agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and no such person or entity is entitled to be or shall be construed as being a third-party beneficiary of this agreement unless specified by name herein or an amendment hereto. Consultant is an independent contractor, and nothing contained in this Agreement shall be deemed or interpreted to constitute the independent contractor as a partner, agent or employee of the company, nor shall either party have any authority to bind the other.

The Village will make available to the Consultant any information, reports, equipment, and data in possession of the Consultant and will cooperate with the Consultant in the course of the work specified herein. To that end, the Village hereby authorizes members of the staff of said Consultant to enter upon any lands, at reasonable times and in such manner as to cause no unnecessary injury, in order to perform work related to the work cited below in the *Summary of Services*. In order for the Consultant to effectively and efficiently manage the Village’s data infrastructure at the best possible price, the Village agrees to make no changes to the IT infrastructure of the Village without first consulting the Consultant.

Summary of Services: The Consultant will be expected to assist with IT related functions that are to include, Client Management, Server Management, Network Maintenance, On-call support, Cyber Security, Vendor Management and Network Architecture and Design.

Consultant shall provide on-call personnel to respond to daily network and user needs, in addition to monitoring and patching.

The Consultant will be expected to assist in a “coordinator” role on various issues within the scope of essential duties and responsibilities. Examples of the “coordinator role” are:

- ☐ Report to Village on the status of the Village’s IT network.
- ☐ Work with Department Heads/designees to help them implement IT related activities within their office.
- ☐ Serve as the de facto Director of IT for the Village.

Liability & Insurance Requirements: The Consultant is required to meet the Village of Williams Bay insurance requirements. Unless otherwise specified the Consultant shall, before commencing work, procure and maintain for the duration of the contract term insurance against

claims for injuries to persons or damages to property which may arise from or in connection with the work and activities of the Consultant and the Consultant's agents, employees, representatives, and sub-contractors. The insurance provider must be licensed in the State of Wisconsin to provide the coverage. Coverage shall list the Village of Williams Bay as an additionally named insured in the following minimum amounts with specific coverage:

Property Damage: \$1,000,000 (each occurrence)

Bodily Injury: \$500,000 (each person) \$1,000,000 (each occurrence)

Workers Compensation Insurance

Employer's Liability Insurance: \$100,000

Contractual Liability Insurance: \$100,000

The Village shall be able to verify Insurance compliance at any time, upon request.

General Indemnity: As an integral part of this agreement, the Consultant agrees to purchase and maintain, during the life of this agreement, liability insurance in the amounts required in the general liability insurance requirements.

Confidentiality: Consultant acknowledges and agrees that it will not disclose any information obtained in performing services pursuant to this Agreement. Consultant agrees to hold all information in strictest confidence and will take proper and appropriate steps, at all times, to protect such information from disclosure to third parties. All information obtained from the Village will be used by Consultant only in connection with its rights and obligations under this Agreement and no other use will be made of it. A violation of this paragraph will be a material violation of this Agreement.

Disputes: In the event of a dispute between Village and Consultant arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may end this agreement with 30 days written notice.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Assignability: Neither party may assign this Agreement without the express written consent of the other party.

Payments: The Village shall be invoiced monthly only for hours of actual support provided. Payment shall be issued within 30 days.

Term: This Agreement by and between the Village of Williams Bay and Velocity Solutions shall have a duration from **July 19, 2021 through December 31, 2022**, with additional one-

year options for a potential to perform IT support for up to five years. The Village of Williams Bay will have the sole discretion to exercise the options.

Pricing: Consultant's current hourly rate for services is \$85 per hour. Rate increases for the 2022 contract duration shall not exceed the cost-of-living percentage after adjusting for the CPI-U (The Consumer Price Index for All Urban Consumers). Any additional years will be subject to a CPI-U adjustment as well as a possible hourly rate renegotiation at the discretion and request of the Consultant.

Payment is to be used strictly for service hours outlined in contract and cannot be used as a credit for hardware, software, or anything else not in contract.

Ending of agreement: Either party may end this agreement with 30 days written notice for any reason.

All correspondence regarding cancellation shall be via certified mail to this office:

Village:
Village of Williams Bay
Village Administrator's Office
250 Williams Street
Williams Bay, WI 53191

Consultant:
Mr. John Wisniewski
Velocity Solutions
W268S8380 Alpine Drive
Mukwonago, WI 53149

Governing Law: This Agreement shall be governed by the laws of the State of Wisconsin.

Assignability of Agreement: This Contract is not assignable by the Consultant of record, without the express written consent of the Village, and in the event of bankruptcy, assignment for the benefit of creditors, or a petition for receivership relative to the Consultant of record, the Village may, without notice, declare this contract at an end, at its option.

Lawful Agreement: The Consultant in executing this Agreement acknowledges that it has not been induced to enter into this Agreement by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Village concerning any matter not expressed herein. The Contractor acknowledges that the Village has relied upon the proposal submitted by the Contractor and has awarded the Contract in reliance thereon.

Entirety

This Agreement constitutes the entire Agreement between parties. No modification, amendment, alteration, revision or waiver of this Agreement or any of its provisions shall be permitted by or binding upon the parties unless so agreed in writing.

VELOCITY SOLUTIONS

VILLAGE OF WILLIAMS BAY

By _____

By _____

Title:

Village President



July 8, 2021

Agreement for 10-Year Comprehensive Plan Update Services

THIS AGREEMENT is made and entered into by and between the “Client” Village of Williams Bay, Wisconsin, and VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the “Project” is defined as 10-Year Comprehensive Plan Update.

Article I Scope of Work

- A. VANDEWALLE & ASSOCIATES agrees to provide the following “Services”:

Work Element 1: Kickoff and Public Input

Task 1.1: Virtual Kick Off Meeting with Village Staff

VANDEWALLE & ASSOCIATES will facilitate a project kick off meeting with Village Staff to review the existing plan, identify key areas of change, and establish a project schedule. (one 2-hour meeting)

Task 1.2: Prepare Public Participation Plan & Resolution

VANDEWALLE & ASSOCIATES will create the Public Participation Plan (PPP) for the project and associated Resolutions for both Plan Commission and Village Board Adoption. The PPP will be adopted by the Plan Commission and Village Board in Task 6.

Task 1.3: Project Update Materials for Website or Social Media

Throughout the project, VANDEWALLE & ASSOCIATES will produce various summary materials at key milestones of the project that the Village can distribute via its website or social media accounts. This

information will keep interested community members informed and updated throughout the process.

Task 1.4: Update Data and Projections

VANDEWALLE & ASSOCIATES will collect and update all required data sets and rerun population, housing, and land use projections to be used in the Plan.

Task 1.5: Joint Plan Commission and Village Board Kickoff Meeting

VANDEWALLE & ASSOCIATES will facilitate a Kickoff Meeting of the Plan Commission and Village Board to adopt the PPP, review the project schedule and process, identify key areas of change, and to gather input to help guide the development of the Redline Draft Plan. Village Board members with a continued interest in the Plan will have an open invitation to participate in all participatory events and processes. (one 2-hour meeting)

Task 1.6: Focus Group Interviews

VANDEWALLE & ASSOCIATES will facilitate in-person or virtual Focus Group Interviews with key stakeholders in the community on various subjects. Focus Group Interviews could focus on any of the following: economic development, racial/ethnic inclusion and equity, housing, education/workforce, employment, downtown, students, new residents, transportation, utilities, etc. Each Focus Group Interview will be 6-8 total participants. Village Staff will help identify participants. All feedback will be used to guide the development of the Redline Draft Plan. Any number of Focus Groups can be conducted, as needed. VANDEWALLE & ASSOCIATES will facilitate Four Focus Group Meetings. (four 1-hour meetings)

Task 1.7: Public Visioning and Identity Workshop

VANDEWALLE & ASSOCIATES will facilitate one in-person or virtual Public Visioning and Identity Workshop to gather feedback from the entire community on the vision for the future, what makes the Village unique, and how to enhance community identity and character. The feedback will be used to guide the development of the Redline Draft Plan. (one 2-hour meeting)

Work Element 2: Draft Plan Development

Task 2.1: Prepare Draft Text Changes (Redline Draft)

VANDEWALLE & ASSOCIATES will prepare a Redline (track changes) Comprehensive Plan with appropriate updates to all text from the previous Comprehensive Plan, including all components necessary to meet State of Wisconsin planning standards. (in digital form)

Task 2.2: Prepare Draft Map Changes

VANDEWALLE & ASSOCIATES will prepare updated Draft versions of all Plan Maps based on the versions in the previous Comprehensive Plan. (in digital form)

Task 2.3: Virtual Redline Draft Review with Village Staff

VANDEWALLE & ASSOCIATES will send all materials produced in Tasks 2.1 and 2.2 to Village Staff for review. VANDEWALLE & ASSOCIATES will facilitate a virtual meeting to review the Redline Draft and Maps with Village Staff. (one 2-hour meeting)

Task 2.4: Prepare Plan Commission Draft #1

VANDEWALLE & ASSOCIATES will make Village Staff's suggested changes to the Redline Draft (Task 2.3) and produce a "clean" version of the Plan (Draft #1) to be sent to and reviewed by the Plan Commission. (in digital form)

Task 2.5: Plan Commission Meeting to Review Draft #1

VANDEWALLE & ASSOCIATES will facilitate a virtual or in-person Plan Commission meeting to review and gather input on Draft #1. (one 1-hour meeting)

Task 2.5: Prepare Draft #2 with Changes from Plan Commission

VANDEWALLE & ASSOCIATES will make the appropriate changes to Draft #1 based on Plan Commission feedback to produce Draft #2 of the Plan. (in digital form)

Task 2.6: Virtual Discussion on Draft #2 with Village Staff

VANDEWALLE & ASSOCIATES will send all materials produced in Task 2.5 to Village Staff for review. VANDEWALLE & ASSOCIATES will

facilitate a virtual meeting to review Draft #2 with Village Staff. (one 2-hour meeting)

Task 2.7: Plan Commission Meeting to Review Draft #2

VANDEWALLE & ASSOCIATES will facilitate a virtual or in-person Plan Commission meeting to review and gather input on Draft #2. (one 1-hour meeting)

Task 2.8: Prepare Draft #3 with Changes from Plan Commission

VANDEWALLE & ASSOCIATES will make the appropriate changes to Draft #2 based on Plan Commission feedback to produce Draft #3 of the Plan. (in digital form)

Task 2.9: Virtual Discussion Draft #3 with Village Staff

VANDEWALLE & ASSOCIATES will send all materials produced in Task 2.8 to Village Staff for review. VANDEWALLE & ASSOCIATES will facilitate a virtual meeting to review Draft #3 with Village Staff. (one 2-hour meeting)

Task 2.10: Public Open House to Review Draft #3

VANDEWALLE & ASSOCIATES will facilitate a virtual or in-person Public Open House to provide an opportunity for the community to review and give feedback on Draft #3 of the Plan. This could be a traditional in-person meeting where the public can come to view, ask questions, and provide feedback on different summary materials associated with Draft #3 OR, a modified virtual option with a plan summary recording, virtual [Idea Board](#) comment forum, and virtual Q&A session with Village Staff and VANDEWALLE & ASSOCIATES. (one 2-hour in-person meeting OR one 1-hour virtual meeting)

Task 2.11: Joint Plan Commission and Village Board Meeting to Review Draft #3 and Open House Results

VANDEWALLE & ASSOCIATES will facilitate a virtual or in-person Joint Plan Commission and Village Board meeting to review and provide feedback on Draft #3, in addition to reviewing summary materials from the Public Open House. (one 1-hour meeting)

Work Element 3: Final Draft Plan Development and Adoption**Task 3.1: Prepare Final Draft with Changes from Joint Meeting and Open House**

VANDEWALLE & ASSOCIATES will make the appropriate changes to Draft #3 based on feedback from Task 2.11 to produce the Final Draft of the Plan. (in digital form)

Task 3.2: Mail Minimum 30-Day Public Hearing Notice

VANDEWALLE & ASSOCIATES will prepare and send mailings to all neighboring and regional jurisdictions notifying them of the Public Hearing (Task 3.3) and Final Draft Plan, per state requirements.

**Task 3.3: Joint Plan Commission and Village Board Meeting
Public Hearing, Followed by Plan Commission Meeting
to Recommend Final Draft for Adoption**

VANDEWALLE & ASSOCIATES will facilitate a Joint Plan Commission and Village Board Public Hearing to gather public feedback on the Final Draft Plan and seek a formal Recommendation from the Plan Commission for Village Board Adoption. (one 1-hour meeting)

Task 3.4: Village Board Meeting to Adopt Plan

VANDEWALLE & ASSOCIATES will facilitate a Village Board Meeting to seek formal Adoption of the Final Draft Plan. (one 1-hour meeting)

Task 3.5: Mail Adoption Notice

VANDEWALLE & ASSOCIATES will prepare and send mailings to all neighboring and regional jurisdictions notifying them of the Adoption of the Plan, per state requirements.

Task 3.6: Prepare Adopted Plan

VANDEWALLE & ASSOCIATES will make the appropriate changes to the Final Draft Plan and produce the Adopted version. (in digital form)

Task 3.7: Vision Summary Graphic

VANDEWALLE & ASSOCIATES will produce a Vision Summary Graphic that summarizes the key findings of the Plan and can be

utilized at Village Hall, on the Village website, or as a marketing tool.
(in digital form)

- B. Additional Services, beyond those stated in Article I.A., may be provided through a “Work Order”.
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

Article II Client's Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Becky Tobin, Village Administrator.
- C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name _____

Title

Name

Title

- D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to

use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.

- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall commence from the date of execution, and be in effect through August 31, 2022, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis with the budget for not to exceed \$45,000.
- B. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).

- C. Invoice charges to the Client are divided into these two elements:
1. Professional Fees.
Charged for all Services rendered at current billing rates as listed in Attachment One.
 2. Reimbursable Expenses.
 - a. Most will be invoiced at cost, including travel and all in-house charges.
 - b. Some Reimbursable Expenses will be charged at cost multiplied by 1.1. These are limited to items charged through a third-party vendor. Examples of these would include: printing, reproduction, and delivery charges.
- D. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Dispute Resolution

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.
- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. The parties acknowledge that society has become more and more litigious over the years. Despite having done everything right and fulfilling its obligations under this Agreement, VANDEWALLE & ASSOCIATES may be brought into a lawsuit or other action regarding the Project or other activities of the Client. To avoid VANDEWALLE & ASSOCIATES from incurring significant financial obligations when it has properly performed under this Agreement, Client agrees to indemnify, defend and hold VANDEWALLE & ASSOCIATES, its agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees), arising out of the Project or the performance or non-performance of obligations under this Agreement, except to the extent the same are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of

appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.
- G. In order for VANDEWALLE & ASSOCIATES' to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement, regardless of the basis of the claim. VANDEWALLE & ASSOCIATES' aggregate liability (including attorneys' fees) to Client shall not exceed the amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted.

VANDEWALLE & ASSOCIATES

Williams Bay / *Comp Plan Update*

July 8, 20

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IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

Village of Williams Bay

By:

Signature of Authorized Representative

Date

Printed Name

Title

VANDEWALLE & ASSOCIATES, INC.

By:

Nonna Anderson, Business Manager

Date

ATTACHMENT ONE
FEE SCHEDULE

	<u>Hourly Rates</u>
Company President	\$195 to \$250
Principal	\$120 to \$220
Associate	\$95 to \$135
Assistant	\$75 to \$95
GIS Analyst/Cartographer	\$90 to \$100
Communications Specialist	\$65 to \$120
Project Assistant	\$40 to \$60

