



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

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

MONDAY, NOVEMBER 3, 2025 AT 6:45 PM

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

AGENDA

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

I. Village Board Committee of the Whole

- a. Call to Order
- b. Roll Call
- c. Meeting Decorum. *According to Robert's Rules of Order, meeting decorum means maintaining respectful and orderly behavior during a discussion, including addressing the chair to speak, staying relevant to the topic at hand, avoiding personal attacks, and generally adhering to courteous conduct while debating issues; essentially, ensuring that discussions are focused and civil, with only one person speaking at a time when recognized by the chair. Violators of meeting decorum will be excused from the meeting.*
- d. Joint Village Board Committee of the Whole & Committees Meeting Minutes of October 6, 2025

II. Ad-hoc Tree Preservation Committee Report - Umans, Russell (5 min.)

- a. Request to Extend The Ad-Hoc Tree Enhancement Committee for Two (2) Years or Establish as a Stand-Alone Committee

III. Streets & Highways Committee – Bartholomew, Vlach, Wright (15 min.)

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on 2024 Street Rehabilitation Project Change Order(s)
- d. Discussion and Possible Action on Approving Roadway Classification Changes
- e. Downtown Master Plan & Downtown Economic Development Plan Update - *Informational*
- f. Adjourn

IV. Protective Services Committee – Vlach, Umans, Franzen (45 min.)

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Potential Temporary EMS Quarters Located Immediately East of the

Williams Bay Fire Station

- d. Discussion and Possible Action on Expansion of Police Department Space into the Current Administrative Offices and the Acquisition of the First National Bank and Trust Property (WOP 00005) for the Consolidation of Administrative Offices from Village Hall and Other Village Offices and Operations.
- e. Fontana Emergency Medical (EMS) Monthly Numbers
- f. Williams Bay Police Chief's Monthly Report
- g. Williams Bay Police Department Monthly Numbers
- h. Adjourn

V. Building, Zoning & Ordinance Committee – Franzen, Vlach, Russell (10 min.)

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on An Ordinance Renumbering Sections 128-8 and Creating Section 128-8 of the Code of Ordinances Regulating Licenses for the Sale of Alcohol Beverages. *Establishing standards for renewal of unused liquor licenses*
- d. Discussion and Possible Action on Ordinance #2025-13 An Ordinance Amending Sections 308-7a. (1), 308-8a. (1) And 308-9 Of The Code Of Ordinances Of The Village Of Williams Bay Regulating Solid Waste And Recycling. *Amending the Village Recycling Ordinance in Compliance With The Wisconsin Department of Natural Resources (WDNR) Revised Administrative Code*
- e. Adjourn

VI. Parks & Lakefront Committee – Russell, Wright, Franzen (10 min.)

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on A Request by The World's Largest Christmas Tree to Temporarily Locate A Glass Recycling Dumpster in the Village Boat Rigging Area (WWUP 00049)
- d. Discussion and Possible Action on Village Boat Slip Lease Rates, Kayak Rental Rates and Boat Ramp Rates for 2026
- e. Adjourn

VII. Water & Sewer Committee – Umans, Russell, Bartholomew (30 min.)

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on the Draft Water & Sewer Budget for 2026
- d. Discussion and Possible Action on Creating and Advertising the New Position of Water & Sewer Utilities Supervisor
- e. Discussion and Possible Action on Proposal from *ECS Midwest, LLC* for Subsurface Exploration and Geotechnical Engineering (Soil Borings) Services Sanitary Sewer Replacement Walworth Road & Lackey Drive. Base service (\$4,248) with the optional Private Utility Locate (\$675) for a total cost of \$4,923 To Be Paid From Borrowed Funds
- f. Village Engineers Report
- g. Water Rate Increase Implementation and Proration - *Informational*
- h. Water Tower Loan Final Payoff Amount \$323,520. *Informational.*
- i. Adjourn

VIII. Finance & Personnel Committee – Wright, Umans, Bartholomew (20 min.)

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on 2024 Street Rehabilitation Project Change Order(s)
- d. Discussion and Possible Action on Proposal from *ECS Midwest, LLC* for Subsurface Exploration and Geotechnical Engineering (Soil Borings) Services Sanitary Sewer Replacement Walworth Road & Lackey Drive. Base service (\$4,248) with the Optional Private Utility Locate (\$675) for a total cost of \$4,923 To Be Paid From Borrowed Funds
- e. Discussion and Possible Action on An Agreement with TowerCom for Installation of a New 175' Cellular Communications Monopole on the Village Water Tower Property WHV 00060 & WHV 00061 (Potawatomi Road). *Subject to Required Zoning Approvals.*
- f. Discussion and Possible Action on Establishing Salaries and Expense Reimbursement Levels of Village President and Village Trustees for 2026
- g. Discussion and Possible Action of Approving Salaries and Wages for 2026
- h. Adjourn

IX. Village Board Committee of the Whole (30 min.)

- a. Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole)
- 1. Resolution R-68-25 Authorizing 2024 Street Rehabilitation Project Change Order(s)
- 2. Resolution R-62-25 Authorizing A Proposal from *ECS Midwest, LLC* for Subsurface Exploration and Geotechnical Engineering (Soil Borings) Services Sanitary Sewer Replacement Walworth Road & Lackey Drive. Base service (\$4,248) with the optional Private Utility Locate (\$675) for a total cost of \$4,923 To Be Paid From Borrowed Funds
- b. **Closed Session.** Closed session pursuant to Wis. Stat. Sec. 19.85 (1) (e) 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: Canyon Development, LLC Development Agreement commonly known as Hanson's Addition
- c. **Open Session.** Return to open session
- 1. Discussion and Possible Action on Resolution R-63-25 Approving Developer's Agreement with SG2 Investments, LLC (Hanson's Addition Subdivision - WHA 0001, 0002, 0003, 0004, 0005, 0006)
- 2. Discussion and Possible Action on Resolution R-57-25 Vacating the East Half of Hanson Street and All of 16.5 Foot Alley Shown on Hanson's Addition to Williams Bay

APPLICANT: Steve Greenberg, SG Investments, LLC (Owner).

TAX KEYS: WHA00003; WHA 00002; WHA 00001; WHA00004; WHA00005; WHA00006

STREET ADDRESS: North Side of E. Geneva St, Between Willabay Drive and Potawatomi Street, Williams Bay, WI 53191

APPLICATION: Right of Way Vacation for a lot line adjustment, to decrease the number of lots on the Land from fourteen (14) to five (5) and to develop those lots for single-family homes

- d. 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: 10/31/2025 5:00 PM



VILLAGE OF WILLIAMS BAY

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Phone: 262-245-2700

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

**MONDAY, OCTOBER 6, 2025 AT 6:45 PM
VILLAGE HALL COUNCIL ROOM
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191**

I. Village Board Committee of the Whole

a. Call to Order

President Jaramillo called the meeting to order at 07:25pm.

b. Roll Call

Present: President Adam Jaramillo, Trustees Lowell Wright, George Vlach, Robert Umans, Steven Russell, Mary Bartholomew, Susan Franzen

Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Fontana Chief Rick Manthy, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Recreation Director Ryan Knop, Library Director Joy Schnupp, Treasurer Jennifer Wiese, Clerk Tina Kolls

- c. Meeting Decorum.** *According to Robert's Rules of Order, meeting decorum means maintaining respectful and orderly behavior during a discussion, including addressing the chair to speak, staying relevant to the topic at hand, avoiding personal attacks, and generally adhering to courteous conduct while debating issues; essentially, ensuring that discussions are focused and civil, with only one person speaking at a time when recognized by the chair. Violators of meeting decorum will be excused from the meeting.*

d. Joint Village Board Committee of the Whole & Committees Meeting Minutes of September 15, 2025

The motion to approve the Joint Village Board Committee of the Whole & Committees Meeting Minutes of September 15, 2025 was initiated by Trustee Umans and seconded by Trustee Russell. Unanimously carried.

II. Water & Sewer Committee – Umans, Russell, Bartholomew

a. Call to Order

Chairman Trustee Umans called the meeting to order at 07:26pm.

b. Roll Call

Present: Trustees Umans, Russell and Bartholomew

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

c. Water & Sewer Committee Meeting Minutes of September 2, 2025

The motion to approve the Water & Sewer Committee Meeting Minutes of September 2, 2025 was initiated by Trustee Bartholomew and seconded by Trustee Russell. Unanimously carried.

d. Consideration and Possible Action Recommending Approval of Water Rate Increases

The motion to recommend Village Board approval of Water Rate Increases was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

e. Discussion and Possible Action on A Resolution Approving Four (4) Agreements for the Replacement of Lead Water Service Lines for the following Four (4) Properties:

- (1)** 49 Oakwood Street, Williams Bay. *Replacement of the Private Lead Service Line Paid by the Property Owner;*
- (2)** 85 Highland Road, Williams Bay. *Replacement of the Public Lead Service Line Paid by the Village and Replacement of the Private Lead Service Line Paid by the Property Owner.*
- (3)** 90 Highland Road, Williams Bay. *Replacement of the Public Lead Service Line Paid by the Village and Replacement of the Private Lead Service Line Paid by the Property Owner.*
- (4)** 419 W. Geneva Street, Williams Bay. *Replacement of the Private Lead Service Line Paid by the Property Owner;*

The motion to recommend Finance & Personnel approval of the Four (4) Agreements for the Replacement of Lead Water Service Lines for the following Four (4) Properties:

- (1)** 49 Oakwood Street, Williams Bay. *Replacement of the Private Lead Service Line Paid by the Property Owner;*
- (2)** 85 Highland Road, Williams Bay. *Replacement of the Public Lead Service Line Paid by the Village and Replacement of the Private Lead Service Line Paid by the Property Owner.*
- (3)** 90 Highland Road, Williams Bay. *Replacement of the Public Lead Service Line Paid by the Village and Replacement of the Private Lead Service Line Paid by the Property Owner.*
- (4)** 419 W. Geneva Street, Williams Bay. *Replacement of the Private Lead Service Line Paid by the Property Owner;* was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

f. Consideration and Possible Action Recommending Approval of Borrowed Funds Transfer In the Amount of \$1,704,529 From Being Allocated to Sewer Borrowed Fund Projects to the Borrowed Water Fund Projects. *Reversing the transfer of this amount from Water Fund to Sewer Borrowed Funds in January 2025*

The motion to recommend Finance & Personnel Committee approval of Borrowed Funds Transfer In the Amount of \$1,704,529 From Being Allocated to Sewer Borrowed Fund Projects to the Borrowed Water Fund Projects. *Reversing the transfer of this amount from Water Fund to Sewer Borrowed Funds in January 2025* was initiated by Trustee Umans and seconded by Trustee Russell. Unanimously carried.

g. Authorizing the Prepayment of an Existing Water Promissory Note for the Repainting of An Elevated Water Reservoir in the Estimated Amount of \$326,903. *Exact Payoff Amount to Be Confirmed by the Lender.*

The motion to recommend Finance & Personnel Committee approval of Authorizing the Prepayment of an Existing Water Promissory Note for the Repainting of An Elevated Water Reservoir in the Estimated Amount of \$326,903. *Exact Payoff Amount to Be Confirmed by the Lender.* was initiated by Trustee Bartholomew and seconded by Trustee Russell. Unanimously carried.

h. Village Engineers Report

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

- STH 67 Reconstruction East-West Section
- Women's Leadership Center
- Water Plant Letter Flood Map Revision (LOMR) Assistance
- Corrosion Control Study - Improvements to Water Plant
- Street Rehabilitation Program
- Harris Road Lift Station (LS 3) Replacement
- Well 2 Pump Replacement/Well 3 Pump Replacement
- Park Place CSM
- Preserve Development - Former GW College
- East Geneva Street Canyon Development - Former Levar
- Willabay Meadows Subdivision - Final Development Plan

- Sanitary Sewer Replacement
- Bailey Estates - Drainage Dedication and Phase 6

i. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Russell at 08:00pm. Unanimously carried.

III. Protective Services Committee – Vlach, Umans, Franzen

a. Call to Order

Chairman Trustee Vlach called the meeting to order at 08:00pm.

b. Roll Call

Present: Trustees Vlach, Umans and Franzen

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

c. Protective Services Committee Meeting Minutes of September 2, 2025

The motion to approve the Protective Services Committee Meeting Minutes of September 2, 2025 was initiated by Trustee Umans and seconded by Trustee Franzen. Unanimously carried.

d. Fontana Emergency Medical (EMS) Monthly Numbers

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

e. Williams Bay Police Department Monthly Numbers

The Committee reviewed the Williams Bay Police Department Monthly Numbers.

f. Williams Bay Police Chief's Monthly Report

Police Chief Timm did not give a report.

g. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Franzen at 08:09 pm. Unanimously carried.

IV. Building, Zoning & Ordinance Committee – Franzen, Vlach, Russell

a. Call to Order

Chairman Trustee Franzen called the meeting to order at 08:09 pm.

b. Roll Call

Present: Trustees Franzen, Vlach and Russell

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

c. Building, Zoning & Ordinance Committee Meeting Minutes of July 7, 2025

The motion to approve the Building, Zoning & Ordinance Committee Meeting Minutes of July 7, 2025 was initiated by Trustee Vlach and seconded by Trustee Russell. Unanimously carried.

d. Adjourn

The motion to adjourn was initiated by Trustee Russell and seconded by Trustee Vlach at 08:09 pm. Unanimously carried.

V. Parks & Lakefront Committee – Russell, Wright, Franzen

a. Call to Order

Chairman Trustee Russell called the meeting to order at 08:10 pm.

b. Roll Call

Present: Trustees Russell, Wright, and Franzen

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

c. Parks & Lakefront Committee Meeting Minutes

The motion to approve the Parks & Lakefront Committee Meeting Minutes of September 2, 2025 and September 11, 2025 was initiated by Trustee Franzen and seconded by Trustee Wright. Unanimously carried.

1. September 2, 2025

2. September 11, 2025

d. Discussion and Possible Action on Accepting the Lifeguard Services Agreement for the 2026 Summer Season

The motion to recommend Finance & Personnel Committee approval of the Lifeguard Services Agreement for the 2026 Summer Season was initiated by Trustee Russell and seconded by Trustee Franzen. Unanimously carried.

e. Adjourn

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Franzen at 08:12 pm. Unanimously carried.

VI. Streets & Highways Committee – Bartholomew, Vlach, Wright

a. Call to Order

Chairman Trustee Bartholomew called the meeting to order at 08:13 pm.

b. Roll Call

Present: Trustees Bartholomew, Vlach and Wright

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

Excused:

c. Streets & Highways Committee Meeting Minutes

The motion to approve the Streets & Highways Committee Meeting Minutes of June 11, 2025 and September 2, 2025 as corrected was initiated by Trustee Vlach and seconded by Trustee Wright. Unanimously carried.

1. June 11, 2025

2. September 2, 2025

d. Discussion and Possible Action on Application for Wisconsin Economic Development Connect Communities Program

The motion to recommend Village Board approval of the Application for the Wisconsin Economic Development Connect Communities Program was initiated by Trustee Vlach and seconded by Trustee Wright. Unanimously carried.

e. GFL Waste Hauler Smaller 65-gallon Containers Availability Options

Trustee Bartholomew shared the GFL Waste Hauler Smaller 65-gallon Containers Availability Options Information.

f. Adjourn

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Bartholomew at 08:25 pm. Unanimously carried.

VII. Finance & Personnel Committee – Wright, Umans, Bartholomew

a. Call to Order

Chairman Trustee Wright called the meeting to order at 08:25 pm.

b. Roll Call

Present: Trustees Wright, Umans, and Bartholomew

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

c. Finance & Personnel Committee Meeting Minutes

The motion to approve the Finance & Personnel Committee Meeting Minutes of September 15, 2025, September 16, 2025, September 17, 2025, September 19, 2025, September 22, 2025 and October 1, 2025 was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

1. September 15, 2025
2. September 16, 2025
3. September 17, 2025
4. September 19, 2025
5. September 22, 2025
6. October 1, 2025

d. Discussion and Consideration of Accepting the Audited Financial Statements and Supplemental Information for Prior Year 2024

The motion to recommend Village Board acceptance of the Audited Financial Statements and Supplemental Information for Prior Year 2024 was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

e. Discussion and Possible Action on A Proposal For Community Connect Payment System

The motion to recommend Village Board approval of a Proposal For Community Connect Payment System was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

f. Discussion and Possible Action on A Resolution Approving Four (4) Agreements for the Replacement of Lead Water Service Lines for the following Four (4) Properties:

- (1)** 49 Oakwood Street, Williams Bay. *Replacement of the Private Lead Service Line Paid by the Property Owner;*
- (2)** 419 W. Geneva Street, Williams Bay. *Replacement of the Private Lead Service Line Paid by the Property Owner;*
- (3)** 85 Highland Road, Williams Bay. *Replacement of the Public Lead Service Line Paid by the Village and Replacement of the Private Lead Service Line Paid by the Property Owner.*
- (4)** 90 Highland Road, Williams Bay. *Replacement of the Public Lead Service Line Paid by the Village and Replacement of the Private Lead Service Line Paid by the Property Owner.*

The motion to recommend Village Board approval of the Resolution Approving Four (4) Agreements for the Replacement of Lead Water Service Lines for the following Four (4) Properties:

- (1)** 49 Oakwood Street, Williams Bay. *Replacement of the Private Lead Service Line Paid by the Property Owner;*
- (2)** 419 W. Geneva Street, Williams Bay. *Replacement of the Private Lead Service Line Paid by the Property Owner;*
- (3)** 85 Highland Road, Williams Bay. *Replacement of the Public Lead Service Line Paid by the Village and Replacement of the Private Lead Service Line Paid by the Property Owner.*
- (4)** 90 Highland Road, Williams Bay. *Replacement of the Public Lead Service Line Paid by the Village and Replacement of the Private Lead Service Line Paid by the Property Owner* was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

g. Consideration and Possible Action Recommending Approval of Borrowed Funds Transfer In the Amount of \$1,704,529 From Being Allocated to Sewer Borrowed Fund Projects to the Borrowed Water Fund Projects. *Reversing the transfer of this amount from Water Fund to Sewer Fund Borrowed Funds in January 2025.*

The motion to recommend Village Board approval of Borrowed Funds Transfer In the Amount of \$1,704,529 From Being Allocated to Sewer Borrowed Fund Projects to the Borrowed Water Fund Projects. *Reversing the transfer of this amount from Water Fund to Sewer Fund Borrowed Funds in January 2025* was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

- h. Consideration and Possible Action on the General Fund Debt Service Levy Cover A Larger Allocation of Debt Service (\$150,000) for 2026 Conditioned Upon the Sewer Debt Service Repaying This Amount in Debt Service Allocations in 2027 to Reduce Fluctuations in the 2026 Village Tax Levy

This item was for Information only and will be added to a future Water & Sewer Committee Agenda.

- i. Discussion and Possible Action on Accepting the Lifeguard Services Agreement for the 2026 Summer Season

The motion to recommend Village Board approval on Accepting the Lifeguard Services Agreement for the 2026 Summer Season was initiated by Trustee Bartholomew and seconded by Trustee Umans. Unanimously carried.

- j. Discussion and Possible Action on 2026 Janitorial Service Agreement Between Village of Williams Bay and Janesville Janitor Service & Industrial Supply, Inc.

There was no motion made on this item.

- k. Monthly Borrowings Status Report

There was no report.

- l. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Bartholomew at 08:39 pm. Unanimously carried.

VIII. Village Board Committee of the Whole

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

- b. Consideration and Possible Action Approving Water Rate Increases

The motion to approve the Water Rate Increases was made by Committee, no second required. Motion carries.

Votes:

Yes: President Jaramillo, Trustees Bartholomew, Wright, Umans, Russell, Franzen

No: Trustee Vlach

Abstain: None

Result: Passes

- c. Discussion and Possible Action on A Resolution Approving Four (4) Agreements for the Replacement of Lead Water Service Lines for the following Four (4) Properties:
 - (1) 49 Oakwood Street, Williams Bay. *Replacement of the Private Lead Service Line Paid by the Property Owner;*
 - (2) 85 Highland Road, Williams Bay. *Replacement of the Public Lead Service Line Paid by the Village and Replacement of the Private Lead Service Line Paid by the Property Owner.*
 - (3) 90 Highland Road, Williams Bay. *Replacement of the Public Lead Service Line Paid by the Village and Replacement of the Private Lead Service Line Paid by the Property Owner.*
 - (4) 419 W. Geneva Street, Williams Bay. *Replacement of the Private Lead Service Line Paid by the Property Owner;*

The motion to the Discussion and Possible Action on A Resolution Approving Four (4) Agreements for the Replacement of Lead Water Service Lines for the following Four (4) Properties:

- (1) 49 Oakwood Street, Williams Bay. *Replacement of the Private Lead Service Line Paid by the Property Owner;*
- (2) 85 Highland Road, Williams Bay. *Replacement of the Public Lead Service Line Paid by the Village and Replacement of the Private Lead Service Line Paid by the Property Owner.*
- (3) 90 Highland Road, Williams Bay. *Replacement of the Public Lead Service Line Paid by the Village and Replacement of the Private Lead Service Line Paid by the Property Owner.*
- (4) 419 W. Geneva Street, Williams Bay. *Replacement of the Private Lead Service Line Paid by the Property Owner;* was made by Committee, no second required. Unanimously carried.

- d. Consideration and Possible Action Approving Borrowed Funds Transfer In the Amount of \$1,704,529 From Being Allocated to Sewer Borrowed Fund Projects to the Borrowed Water Fund Projects. *Reversing*

the transfer of this amount from Water Fund to Sewer Borrowed Funds in January 2025

The motion to approve the Borrowed Funds Transfer In the Amount of \$1,704,529 From Being Allocated to Sewer Borrowed Fund Projects to the Borrowed Water Fund Projects. *Reversing the transfer of this amount from Water Fund to Sewer Borrowed Funds in January 2025* was made by Committee, no second required. Unanimously carried.

- e. Authorizing the Prepayment of an Existing Water Promissory Note for the Repainting of An Elevated Water Reservoir in the Estimated Amount of \$326,903. *Exact Payoff Amount to Be Confirmed by the Lender.*

The motion to approve the Prepayment of an Existing Water Promissory Note for the Repainting of An Elevated Water Reservoir in the Estimated Amount of \$326,903. *Exact Payoff Amount to Be Confirmed by the Lender* was made by Committee, no second required. Unanimously carried.

- f. Discussion and Possible Action on Application for Wisconsin Economic Development Connect Communities Program

The motion to approve the Application for Wisconsin Economic Development Connect Communities Program was made by Committee, no second required. Unanimously carried.

- g. Adjournment

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Wright at 08:42 pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-40-24**

**A RESOLUTION OF THE VILLAGE BOARD OF WILLIAMS BAY
ESTABLISHING THE AD HOC TREE ENHANCEMENT COMMITTEE**

WHEREAS, the Village of Williams Bay is a Tree City USA Community and has adopted ordinance and policies to protect existing trees and provide for replacement trees; and

WHEREAS, the Village Board wishes to create an ad hoc committee to consider and provide recommendations to the Board for the planting and replacement of trees within the Village, and set the membership, responsibilities, and powers of the Ad Hoc Tree Enhancement Committee, as defined herein; and

WHEREAS, the Board desires to promote openness, transparency, and clarity to residents of the Village with respect to the Village's operations and governance.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Williams Bay, as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference.
2. **Ad Hoc Tree Enhancement Committee.** The Ad Hoc Tree Enhancement Committee is hereby established as follows:
 - 2.1 The title of the committee shall be the "Ad Hoc Tree Enhancement Committee."
 - 2.2 The Ad Hoc Tree Enhancement Committee shall be an ad hoc committee consisting of Five (5) members, comprised of Residents of the Village with no more than two (2) members of the Board, one (1) member of the Enhancement Committee (EC), one (1) member of the Kishwauketoe Nature Conservancy (KNC), one (1) member of the Cedar Point Homeowners Association (HOA) and assisted by any Village staff that may be required to carry out the functions of the Ad Hoc Tree Enhancement Committee.

2.3 The members of the Ad Hoc Tree Enhancement Committee shall be Village Trustee Rob Umans, Village Trustee Adam Jaramillo, Halina Marra (EC), Donald Skalla (KNC), and William Speare (Cedar Point Park Association). The members of the Ad Hoc Tree Enhancement Committee shall select a Chairperson.

2.3.1 The Ad Hoc Tree Enhancement Committee may select a different Chairperson, in its discretion. 01233.0001 630960.1 GRT

2.3.2 The President of the Village Board shall make appointments to fill any vacancies.

2.4 The Ad Hoc Tree Enhancement Committee shall conduct itself consistent with agreed upon rules of parliamentary procedure, all applicable policies of the Village, and in accordance with Wisconsin law.

2.5 The scope of Ad Hoc Tree Enhancement Committee functions shall include: review and make recommendations to the Village Board regarding aspects of further protecting and replacing trees throughout the Village; and engaging in any other related activities as might be necessary and proper in carrying out the scope of its functions set forth herein.

2.6 No other power of the Village Board, whether express or implied, is delegated to the Ad Hoc Tree Enhancement Committee.

2.7 The Ad Hoc Tree Enhancement Committee shall meet as necessary to carry out its purpose and shall dissolve automatically by July 1, 2025 unless otherwise dissolved, or extended for an additional year, by the Village Board prior thereto.

3. No Invalidation of Prior Lawful Actions. Adoption of this Resolution shall not be construed as to invalidate any prior lawful action taken by any previously existing committee, nor any subsequent lawful action taken by the Village Board thereupon.

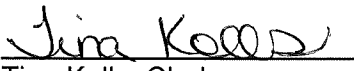
4. Recitals. The foregoing recitals are incorporated herein as if fully set forth.

5. **Effective Date.** The provisions of this Resolution shall take effect immediately upon adoption.

Approved by the Village Board of the Village of Williams Bay this 17th day of June 2024.

VILLAGE OF WILLIAMS BAY

By: 
William Duncan, President

Attest: 
Tina Kolls, Clerk

VILLAGE OF WILLIAMS BAY
Engineer's Report – 2024 Street Rehabilitation
Project No. 2400607.00
October 30, 2025

- Rock Road is the Contractor. The completion date was July 25, 2025; the liquidated damage amount is \$500/calendar day. The work is not yet complete.
- Punch list items:
 - Repair the southeast corner of E. Geneva St. and Cedar Point is holding water and needs to be repaired.
 - Touch up shoulders in Lakewood Trails.
- Contract Amount - \$1,171,312.32; Pay Applications to Date - \$1,187,506.53
- Engineer Estimated Remaining Cost: \$50,645.05; Contractor Estimated Remaining Cost: \$93,147.74.
- The change order work is complete; we are not in agreement with the cost of some of the work. See the attached project change orders—they are summarized below with the differences between Engineer and Contractor.
 - Change order #1 – Cedar Point Striping: \$13,000 was previously approved by the Board.
 - Change order #2 – Milling Lakewood Trails: Rock Road is asking for \$28,291.23 in additional trucking because the work was switched from pulverizing to milling to avoid paving all the driveways at a higher cost. We recommend paying \$14,000 because there was additional trucking but grading of pulverized material was eliminated.
 - Change order #3 – Lakewood shoulder restoration: Rock Road is asking for \$15,073.69 at \$2.88/LF. That is a reasonable price, they didn't do a very good job and need to touch up a few areas.
 - Change order #4 – East Geneva Culvert: Rock Road is asking for \$17,212.63. We recommend paying \$12,412.55 based on the bid price for 15" RCP.
- Options for a plan forward:
 - Pay them what they want and waive the liquidated damage only after they complete the punch list.
 - Pay them what they want with the change order and assess liquidated damages only after they complete the punch list— since the liquidated damage amount is more than the difference in what they are requesting, the Village can either just cover the extra cost or maximize the Village benefit. We recommend the Village simply use the liquidated damage to cover their extra cost.

P:\WLMSV\2400607-2024 Roadway Improvements\Engineer Report 10-30-25.docx

00 63 63

CHANGE ORDER #1

PROJECT: 2024 Roadway Improvements	DATE OF ISSUANCE: August 20, 2025
OWNER: Village of Williams Bay 250 Williams Street Williams Bay, WI 53191	ENGINEER: Baxter & Woodman, Inc. 256 S. Pine St. Burlington WI, 53105
CONTRACTOR: Rock Road Companies, Inc. P.O. Box 1818 Janesville, WI 53547	ENGINEER's Project No. 2400607.00

You are directed to make the following changes in the Contract Documents:

Description: Add double yellow centerline on Cedar Point Drive from East Geneva St. to the east Village boundary.

Purpose of Change Order: Pavement repairs on Cedar Point Drive removed more centerline striping than expected.

Attachments: None

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,171,312.32

Previous Change Orders:
No. _____ to No. _____ \$0.00

Current Contract Price: \$1,171,312.32

Net increase of this Change Order: \$13,000.00

Contract Price with this Change Order: \$1,184,312.32

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF WILLIAMS BAY, WI

ACCEPTED:
ROCK ROAD COMPANIES, INC.

By _____
Brett D. Biwer, P.E.
Project Manager

By _____
Adam Jaramillo
Village President

Signed by:

Rawn Flowers
Project Manager

00 63 63

CHANGE ORDER #2

PROJECT: 2024 Roadway Improvements

DATE OF ISSUANCE: August 20, 2025

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

ENGINEER: Baxter & Woodman, Inc.
256 S. Pine St.
Burlington WI, 53105

CONTRACTOR: Rock Road Companies, Inc.
P.O. Box 1818
Janesville, WI 53547

ENGINEER's Project No. 2400607.00

You are directed to make the following changes in the Contract Documents:

Description: Change from pulverizing to milling the existing asphalt in Lakewood Trails.

Purpose of Change Order: Milling will allow the driveways to match the final road grade eliminating the cost to remove and replace additional driveway area.

Attachments: Quote from Rock Road

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,171,312.32

Previous Change Orders:
No. 1 to No. _____ \$13,000.00

Current Contract Price: \$1,184,312.32

Net increase of this Change Order: \$28,291.23

Contract Price with this Change Order: \$1,212,603.55

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Change from previous Change Orders: None

Current Contract Time:	
Substantial Completion:	May 23, 2025
Completion:	July 25, 2025

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF WILLIAMS BAY, WI

ACCEPTED:
ROCK ROAD COMPANIES, INC.

By Brett D. Biwer, P.E.
Project Manager

By Adam Jaramillo
Village President

By Rain Flowers
Rain Flowers
Project Manager

CHANGE ORDER FORM
00 63 63-1



ROCK ROAD COMPANIES, INC.

• P.O. Box 1818 • Janesville, WI 53547-1818 • Phone (608) 752-8944 • Fax: (608) 365-1113

To:	Williams Bay, Village Of	Contact:	
Address:	250 WILLIAMS STREET Williams Bay, WI 53191	Phone:	
Project Name:	Williams Bay, Village Of - 2024 Roadway Improvements (MILLING)	Bid Number:	250388 - 52.24053 - 99002
Project Location:	Various Streets, Williams Bay, WI	Bid Date:	8/29/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
ADD					
99002.1	MILLING HMA FULL DEPTH (ODLING)	23,001.00	SY	\$3.85	\$88,553.85
Total Price for above ADD Items:					\$88,553.85
DEDUCT					
49	3*ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH (REPLACES ITEM 58)	23,001.00	SY	\$2.62	\$60,262.62
Total Price for above DEDUCT Items:					\$60,262.62
Total					\$28,291.23

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Rock Road Companies, Inc.

Authorized Signature: _____

Estimator: Bobby Kennedy

(608) 752-8944 rjkennedy@rockroads.com

00 63 63

CHANGE ORDER #3

PROJECT: 2024 Roadway Improvements

DATE OF ISSUANCE: August 20, 2025

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

ENGINEER: Baxter & Woodman, Inc.
256 S. Pine St.
Burlington WI, 53105

CONTRACTOR: Rock Road Companies, Inc.
P.O. Box 1818
Janesville, WI 53547

ENGINEER's Project No. 2400607.00

You are directed to make the following changes in the Contract Documents:

Description: Additional shoulder/lawn restoration in Lakewood Trails.

Purpose of Change Order: Fill gap between the edge of the road and lawn terrace with topsoil and seed.

Attachments: Email quote from Rock Road

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,171,312.32

Previous Change Orders:
No. 1 to No. 2 \$41,291.23

Current Contract Price: \$1,212,603.55

Net increase of this Change Order: \$15,073.69

Contract Price with this Change Order: \$1,227,677.24

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF WILLIAMS BAY, WI

ACCEPTED:
ROCK ROAD COMPANIES, INC.

By Brett D. Biwer, P.E.
Project Manager

By Adam Jaramillo
Village President

Signed by:
Rain Flowers
Project Manager

Brett D. Biwer

From: Raun Flowers <rflowers@rockroads.com>
Sent: Friday, August 15, 2025 5:32 PM
To: Brett D. Biwer
Cc: Douglas R. Snyder
Subject: RE: Williams Bay - Anticipated final cost
Attachments: Culvert Pipe Re-design and Utility Conflicts.pdf; Pulverize deduct, Mill add Final Cost.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

*** **CAUTION: Think Security!** This email originated from outside of Baxter & Woodman, Inc. Do not click on links or open attachments unless you recognize the sender and know that the content is safe.

Brett,

Sorry for getting this to you a day late, Im sure your just as busy. That time of year.

I would need to know if we are completing that LNFT pricing I sent for Lakewood Trails, I would think a safe estimate is 7200lnft @ \$2.88 = **\$20,736.00** for the restoration.
Also, will we be completing the Cedar Point striping?

Subtract lawn restoration bid price.
 $\$20,736.00 - \$5,662.31 = \$15,073.69$

Obviously restoration for Geneva st etc will need to be paid still, any outstanding items like traffic control will need to be brought to 100% which will all be on the next pay app,

Attached are the 2 outstanding change orders currently.

The one for Milling vs Pulverizing in Lakewood Trails comes to \$88,553.85

You are currently paid out under that item to \$60,262.62 so remaining would be \$28,291.23

Let me know if you want to pay this in a CO format or if you want to pay under another item, or just over plan qty for the difference.

I have a T&M Cost sheet for the culvert pipe utility conflict / re-design with everything broken out. \$17,212.63

Thanks
Raun,



Raun Flowers
Rock Road Companies, Inc.
301 W B-R Townline Rd | Janesville, WI 53546
PO Box 1818 | Janesville, WI 53547-1818
C 608.751.1941
rflowers@rockroads.com | www.rockroads.com

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CHANGE ORDER #4

PROJECT: 2024 Roadway Improvements	DATE OF ISSUANCE: August 20, 2025
OWNER: Village of Williams Bay 250 Williams Street Williams Bay, WI 53191	ENGINEER: Baxter & Woodman, Inc. 256 S. Pine St. Burlington WI, 53105
CONTRACTOR: Rock Road Companies, Inc. P.O. Box 1818 Janesville, WI 53547	ENGINEER's Project No. 2400607.00

You are directed to make the following changes in the Contract Documents:

Description: Installation of a 15" RCP culvert across E. Geneva St. at Menominee Rd.

Purpose of Change Order: Provide drainage from the Menominee Rd. ditch across E. Geneva St. to the north.

Attachments: Time and material quote from Rock Road.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,171,312.32

Previous Change Orders:
No. 1 to No. 3 \$56,364.92

Current Contract Price: \$1,227,677.24

Net increase of this Change Order: \$17,212.63

Contract Price with this Change Order: \$1,244,889.87

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF WILLIAMS BAY, WI

ACCEPTED:
ROCK ROAD COMPANIES, INC.

By Brett D. Biwer, P.E.
Project Manager

By Adam Jaramillo
Village President

Signed by:
Rain Flowers
Project Manager



ROCK ROAD COMPANIES, INC.

• P.O. Box 1779 • Janesville, WI 53547-1779 • Phone (608) 752-8944 • Fax: (608) 365-1113

To:	Baxter Woodman / Village of Williams Bay
Customer Address:	
Customer PO #:	
RR Project #	52.24053
Project Name:	Williams Bay Road Improvements
Extra Work Date:	5.07 & 5.08.2025
Description of Work:	5.07 (Yellow)Utilities in way of plan grades, 5.08(Orange) re-design and install

Labor					
Description	Qty	UOM	Rate	Total Cost	
Foreman REG	6.50	HR	\$	106.96	\$ 695.24
Operator REG	6.00	HR	\$	99.81	\$ 598.86
Laborer REG	6.00	HR	\$	88.57	\$ 531.42
Laborer REG	6.00	HR	\$	88.57	\$ 531.42
Foreman REG	6.75	HR	\$	106.96	\$ 721.98
Operator REG	6.25	HR	\$	99.81	\$ 623.81
Laborer REG	6.25	HR	\$	88.57	\$ 553.56
Laborer REG	6.25	HR	\$	88.57	\$ 553.56
Total Labor				\$	4,809.86

Equipment					
Description	bui	UOM	Rate	Total Cost	
Backhoe - Mini	6.00	HR	\$	75.00	\$ 450.00
Backhoe - Tractor	6.00	HR	\$	90.00	\$ 540.00
Pipe Box Truck	6.00	HR	\$	60.00	\$ 360.00
Foreman Truck	6.50	HR	\$	44.00	\$ 286.00
Backhoe - Mini	6.25	HR	\$	75.00	\$ 468.75
Backhoe - Tractor	6.25	HR	\$	90.00	\$ 562.50
Pipe Box Truck	6.25	HR	\$	60.00	\$ 375.00
Foreman Truck	6.75	HR	\$	44.00	\$ 297.00
Skidloader	2.00	HR	\$	85.00	\$ 170.00
Total Equipment				\$	3,509.25

Trucking					
Description	Qty	UOM	Rate	Total Cost	
Trucking	4.50	HRS	\$	125.00	\$ 562.50
Trucking	5.75	HRS	\$	125.00	\$ 718.75
Total Trucking				\$	1,281.25

MOBILIZATIONS					
Description	Qty	UOM	Rate	Total Cost	
Equipment Mobilizations (CAT 308 & Tractor Backhoe)	2.00	EA	\$	500.00	\$ 1,000.00
Equipment Mobilizations (Tractor Backhoe)	1.00	EA	\$	500.00	\$ 500.00
Total Rentals				\$	1,500.00

Materials					
Description	Qty	UOM	Rate	Total Cost	
1 1/4" DGB	43.59	Ton	\$	8.40	\$ 366.16
15" FES	2.00	EA	\$	455.00	\$ 910.00
15" RCP	80.00	LF	\$	22.67	\$ 1,813.60
15" Grate	2.00	EA	\$	355.00	\$ 710.00
Light Load Charge delivery	1.00	EA	\$	400.00	\$ 400.00
Total Material				\$	4,199.76

Subcontractor					
Description	Qty	UOM	Rate	Total Cost	
				\$	-
Total Subcontractor				\$	-

NOTES

Total Labor	\$	4,809.86
Equipment	\$	3,509.25
Trucking	\$	1,281.25
Total MOB	\$	1,500.00
Subcontractor Cost	\$	-
Total Material	\$	4,199.76
SUB TOTAL	\$	15,300.11
12.5% MU	\$	\$1,912.51
INVOICE TOTAL	\$	17,212.63

R-66-25
VILLAGE OF WILLIAMS BAY
RESOLUTION APPROVING CHANGES TO THE
FONTANA ON-THE-LAKE URBAN AREA FUNCTIONAL CLASSIFICATION SYSTEM

WHEREAS the Fontana On The Lake Urban Area (UA) was designated by the 2020 US Census; and

WHEREAS the Urban Area Boundary was adjusted and approved by the Wisconsin Department of Transportation (WisDOT) and the Federal Highway Administration (FHWA); and

WHEREAS functional classification is the method by which roads and streets are categorized based on the levels of mobility and access they provide; and

WHEREAS functional classification of a road or street has a bearing on federal transportation funding eligibility, and

WHEREAS FHWA and WisDOT have developed guidance for functional classification of roads and streets; and

WHEREAS WisDOT periodically reviews and updates to the functional classification system of roads and streets throughout the state; and

WHEREAS these recommended functional classification changes were developed through joint review by UA officials and WisDOT planning staff; and

WHEREAS these recommended changes to the Fontana On The Lake Urban Area have been reviewed by the Village of Williams Bay Streets & Highways Committee; and

WHEREAS documents showing the recommended changes are attached; and

WHEREAS the Wisconsin Department of Transportation will, after local approval of the recommended FC changes, approve the changes and submit them to FHWA for final approval; and

WHEREAS the approved final FC map will be made available to Fontana On The Lake Urban Area after FHWA final approval; and

WHEREAS the new functional classifications will supersede the existing functional classifications in the urban area;

BE IT THEREFORE RESOLVED that the Williams Bay Village Board hereby approves all Fontana on the Lake Urban Area recommended functional classifications this 17th day of November 2025.

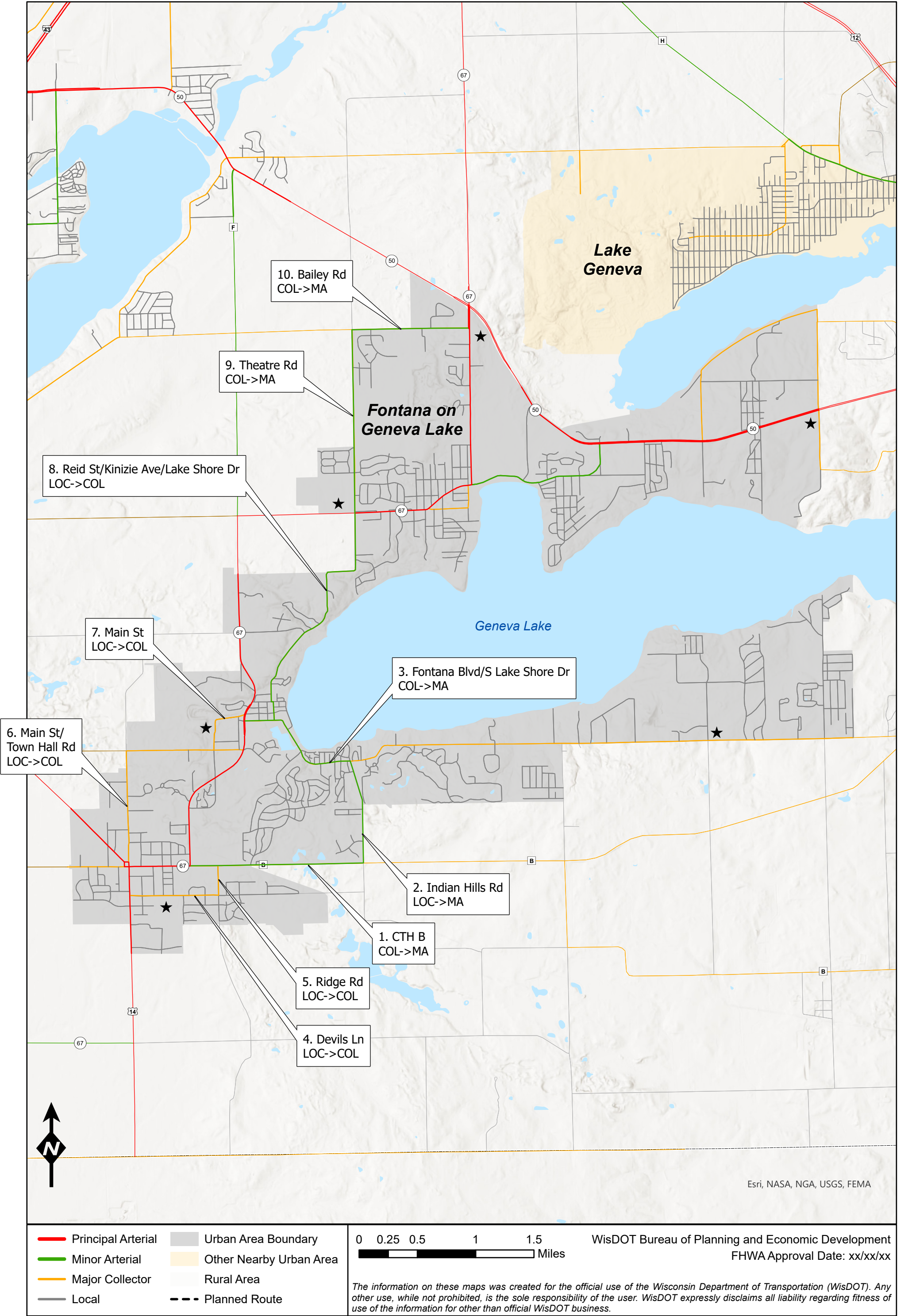
VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

Fontana on Geneva Lake

Functional Classification - Recommended Changes



Williams Bay Downtown Plan Development Concepts Summary (September 2024)

Existing Conditions Summary

- Single-story restaurant building, surrounding parking, at corner of Elkhorn Rd and Geneva St
- Gravel boat staging area and sailboat rigging site
- Looped one-way public parking with angled stalls, no trailer parking
- Municipal site used for leased storage
- Privately owned site used for seasonal pier and boat lift staging, storage, and parking
- Unimproved right-of-way north of Gage Marine site
- Municipal wastewater site
- 0 Residential Units; 13,000 sf Commercial

Development Study 1

- Restaurant remains in same location
- Add mixed-use building at boat staging site
- Improved greenway
- Looped parking lot redevelopment (two commercial buildings)
- Convert looped traffic circulation to two-way right-of-way connection to Elkhorn Rd
- Add senior housing at municipal storage site (with at grade under building parking)
- Potential private redevelopment of Gage site
- 56 Residential Units; 27,600 sf additional commercial (plus existing restaurants)

Development Study 2

- Restaurant relocated to the east (boat staging site) to maximize lake & greenway views
- Corner redeveloped for mixed use commercial and residential
- Improved greenway
- Looped parking lot redevelopment (one residential building)
- Convert looped traffic circulation to two-way right-of-way connection to Elkhorn Rd
- Add senior housing at municipal storage site (with at grade under building parking)
- Potential private redevelopment of Gage site
- 90 Residential Units; 27,600 sf Commercial

Development Study 3

- Three new commercial buildings at the corner & boat staging site (can include restaurants)
- No mixed-use buildings
- Residential redevelopment options with five buildings including private redevelopment sites
- Relocated creek with expanded greenspace and recreational trails through municipal storage site and portion of private redevelopment site
- Looped parking lot redevelopment (two residential buildings)
- New right-of-way connection is west of the creek, includes adjacent parking
- No senior housing
- 93 Residential Units; 20,000 sf Commercial

Williams Bay Downtown Plan Development Concepts Summary (September 2024)

Area*	Residential Units**	Senior Units	Commercial	Greenway	Parking Description	Traffic and Pedestrian Circulation
Existing Conditions	0	0	13,000 sf	Not enhanced as an amenity; no connection to KNC	Boat/Trailer @ Launch One-way angled car parking at loop, Edgewater Park	Limited, vehicle conflicts with boat parking (searching & maneuvering)
Study 1	56	36	27,600 sf + 13,000 existing sf	Amenity, Creekside Seating; Trail/sidewalk enhancement opportunity to KNC	Boat/Trailer @ Launch No underground pkg assumed Generally, 1:1 ratio or higher for residential. Commercial parking provided on-site	New right of way connection to Elkhorn Rd
Study 2	90	27	27,600 sf	Amenity, Creekside Seating; Trail/sidewalk enhancement opportunity to KNC	Boat/Trailer @ Launch No underground pkg assumed Generally, 1:1 ratio or higher for residential. Commercial parking provided on-site	New right of way connection to Elkhorn Rd
Study 3	93	0	20,000 sf	New alignment, buffer, new park space, new trails	Boat/Trailer @ Launch No underground pkg assumed Generally, 1:1 ratio or higher for residential. Commercial parking provided on-site	New right of way connection to Elkhorn Rd, substantial new trail connections to Elkhorn Rd and KNC

*Development Studies 1, 2, and 3 focus on the northeast quadrant of the Elkhorn Rd and Geneva St intersection between the road right-of-way and the Kishwauketo Nature Conservancy (KNC)

**Includes senior residential units in total figure.

Downtown Master Plan
Development Study 1
Village of Williams Bay, Wisconsin

DRAFT

Wetlands
requires wetland delineation
determine location of required 75' buffer
potential for mitigation

Waterway
ditch/culvert/pipe combination
restoration opportunity and improve quality

Floodplain (100 year)
restrictions

Stormwater?

Diagram illustrating a site plan for a senior housing facility. The plan shows a large parking area (60'x200' fp) with 12 units per floor. A drop-off area is indicated near the parking. The building layout is shown with a central corridor and multiple units.

potential private
development

Credit Union (remains)

parking

**existing
restaurant**

improved greenway

creeksid
seating

creeksid
seating

60'x200' fp
10units/floor

mixed-use
first floor commercial and parking
residential above

commercial
60'x130' fp

parking

commercial
60'x180' fp

Maintain access point,
convert to two-way traffic
with parallel parking

Williams Bay Rec. Dept.

Boat aunc

Edgewater Park

DRAFT

Wetlands
requires wetland delineation
determine location of required 75' buffer
potential for mitigation

Waterway
ditch/culvert/pipe combination
restoration opportunity and improve quality
potential for slight reconfiguration

Floodplain (100 year)
restrictions

Stormwater?

potential private
development

parking

senior
housing

60'x180' fp
9 units/floor

Credit
Union
(remains)

improved greenway

parking

residential
60'x180' fp
9 units/floor

Maintain access
point, convert to
two-way traffic

Williams Bay
Rec. Dept.

Boat
Launch

parking

commercial with
residential above
60'x180' fp
9 units/floor

commercial with
residential above
60'x180' fp
9 units/floor

~6,000 sf

restaurant
views of greenway & lake
could be built before demo existing
75' water setback

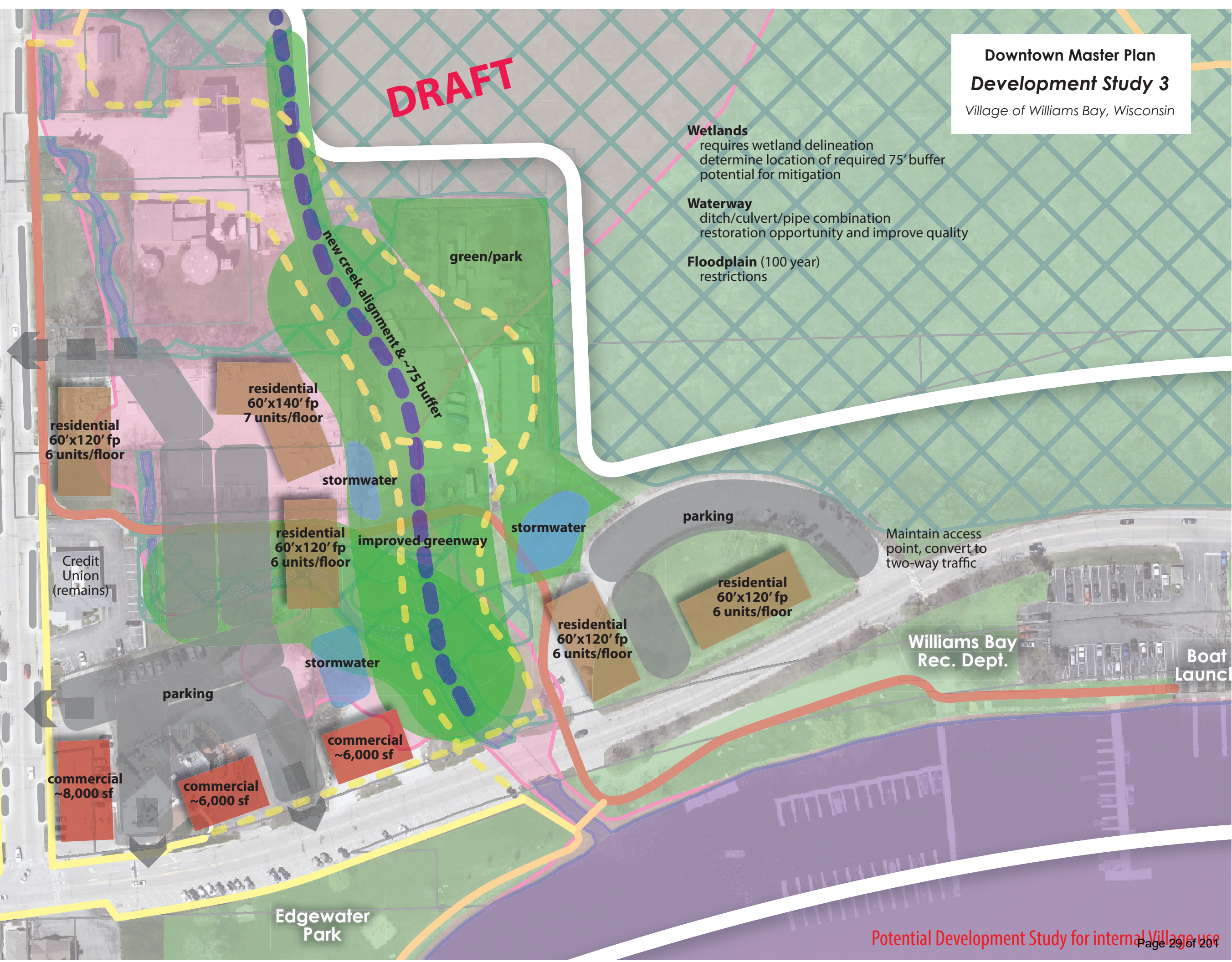
Edgewater
Park

DRAFT

Wetlands
requires wetland delineation
determine location of required 75' buffer
potential for mitigation

Waterway
ditch/culvert/pipe combination
restoration opportunity and improve quality

Floodplain (100 year)
restrictions



From: David Lothspeich
Sent: Thursday, October 30, 2025 2:56 PM
To: David Lothspeich <admin@vi.williamsbay.wi.gov>
Cc: Tina Kolls <clerk@vi.williamsbay.wi.gov>
Subject: Temporary EMS building and FNBT building - November 3, COW PSC Agenda Items

Village Trustees (bcc);

The upcoming November 3, 2025 Committee of the Whole Public Safety Agenda includes the following two agenda items:

- EMS Temporary Quarters. Discussion and Possible Action on Potential Temporary EMS Quarters Located Immediately East of the Williams Bay Fire Station
- FNBT Bank Property. Discussion and Possible Action on Expansion of Police Department Space into the Current Administrative Offices and the Acquisition of the First National Bank and Trust Property (WOP 00005) for the Consolidation of Administrative Offices from Village Hall and Other Village Offices and Operations.

EMS Quarters.

The EMS Agreement with Fontana provides for 24-7 EMS coverage. Having quarters located in the Village would result in the EMS personnel being located in Williams Bay 24-7 rather than go to Fontana in the evenings for quarters.

- The attached “EMS Temp Quarters Possible Locations Aerial 10282025” shows the potential location for a temporary housing quarters for EMS. Since temporary use would be longer than the maximum 6 months, a Conditional Use Permit is required. The proposed locations comply with the required setbacks.
- The attached “Temporary Quarters Flyer 10222025” shows the proposed temporary structure.

Rescue Squad Captain Rich Gluth brought this suggestion up with Adam, George last week.

The monthly lease cost is \$1,800 or \$21,600 annually. There will be expenses for 4 concrete pylons and physically connect to water/sewer/electric/gas cost estimates have been requested and anticipate the cost of roughly \$20K. The unit does not come furnished so there would also be one-time costs for beds, dressers, couches, etc. and Captain Gluth is getting those costs.

It is expected that the unit would be delivered to the Village within 6-8 weeks. The initial thought is that this will be an immediate solution to having EMS 24hrs in the Village while the long-term solution with the fire station is addressed and hopefully resolved in the next 3 years.

This item is tentatively on the upcoming Nov 3 agenda under Protective Services and will be considered by Finance and Personnel if PSC recommends approval.

FNBT Bank Property – Asking price \$398,000.

The Police Department is in need of space and one possible option that has been identified is for the Administrative/Building/Zoning to vacate the existing office space for the PD to move into the Administrative space. When FNBT informed the Village that they would be closing their WB branch, the bank was contacted inquiring about their plans for the property and informing them of possible Village interest. During the past few months the Village has been working with Rescue Squad Captain Gluth for possible EMS quarters, and this was the initial thought for this building.

President Jaramillo, Trustee Vlach, Captain Gluth and Administrator Lothspeich toured the building last week. We reviewed possible changes to the existing drive-thru conversion to garage bays and changes to the building to support EMS and/or Administration. To change the use from office to residential, the building would be required to be retrofitted with fire suppression, and the existing drive-thru bays would require removal or remodeling to become heated garage space. EMS Captain Gluth recommended pursuing the temporary housing unit on or near the existing fire station building so that the quarters would be in close walking distance to the ambulance and avoid the costs for fire suppression and remodeling. Alternatively, the PD is in need of space and if the Administration were to vacate the existing Village Hall space the PD would expand into these areas, and the building would become the PD with the Village Board room remaining. The 2024 Assessed **Fair Market Value is \$929,300** so their \$398K (including furnishings) asking price appears to be well below market value.

2,300 sq. ft. per floor (4,600 sq. ft total)

New construction costs ranging \$270 to \$375 per sq. ft. 4,600 sq. ft = \$1.2M to \$1.7M (not including land value or furnishings). Assessment Fair Market Value = \$929K

Parking lot = 19 stalls (1 ADA designated) with 2 drive-thru lanes

Parcel = 12,300 sq. ft

Current Village Hall Administrative Offices (includes building/zoning dept and entire entrance foyer/hallway)

1,900 sq. ft

First Floor.

The First floor is fully ADA accessible and has 3 separate offices (enclosed with doors), the banking desk (2 work station areas), bathroom, vault, teller desk area (two steps down to be at car level), large foyer with seating area and possible area that could be enclosed for another office or conference room if needed. The space is turn-key in terms of operations with the office furniture and furnishing included with the sale price.

Second Floor.

Current vacant and is only accessible by stairs located on the east side of the building. Second floor has 3 offices (enclosed with doors) that could be used as conference rooms, a bathroom and breakroom (sink, cabinets, table and chairs). The second floor has desks and furniture.

Previously used for offices by an outside tenant. For proposed EMS quarters the second floor would require retrofitting fire suppression and elevator or lift. Second floor offices would be allowed without the fire suppression (no change in use and the use does not require fire suppression. Housing does require fire suppression) and can be used for these uses without an elevator or lift. Refer to Village Attorney Schroeders attached review "WilliamsBay.ADACompliance.Memo 10272025".

The asking price is \$398K and the market value is \$900K+. \$400K 20 years at 3.5% equates to roughly \$2,600 month or \$31,200 year (borrowed funds). The first floor is in ready to move in condition with furniture and furnishing and the existing village hall furniture and furnishing would remain for the PD use. The second floor can accommodate offices and/or storage space for the historical society. If the second floor is used for village offices, the first floor would need to include a conference room or other space for these departments to have ADA accessible meetings with the public. There is more than enough on-site parking for the Village use and excess parking would remain available for customers in the downtown area.

The Village's potential interest in acquiring the building will be determined after Committee(s) review and recommendation(s) for Village Board consideration on Nov 17 which is the very fastest that the Village could reasonably consider a decision on purchasing the building. On October 29, the realtor submitted the Village's offer of \$398K, contingent upon Village Board approval by Nov 17, inclusive of furniture and furnishings with contingency for environmental inspection and building inspection along with a second offer from an investor. On October 30, the realtor confirmed that the bank accepted the contingent offer. This email will be sent to the Department Heads as well so that they are informed.

Upcoming Meetings.

The Nov 3 COW Agenda, under PSC, includes (1) the possible temporary EMS quarters and (2) acquisition of the bank for the expansion of the PD and relocation of administrative offices. As this is COW, it is expected that there will be input from the entire Board to provide insight into the level of support for including on a possible special FP meeting for PSC and FP recommendations to the Village Board on Nov 17. While these discussions qualify for Closed Session, this approach has purposefully not been taken so the Community is aware and has the opportunity to provide input as part of the Committee's and VB decision making process.

Please let me know if you have any questions.

Best regards,

David Lothspeich
Village Administrator



PRINTABLE INFO SHEET

Series: Westlake Retreats

Model: 1W1901-V Outlook



About This Model

Style: Single / Bedrooms: 2 / Bathrooms: 2 / Square Feet: 540

CUSTOMER CONTACT

Notes:

MidCountry Homes | 337 Liberty Street | Dorchester, WI 54425 | www.midcountryhomes.com

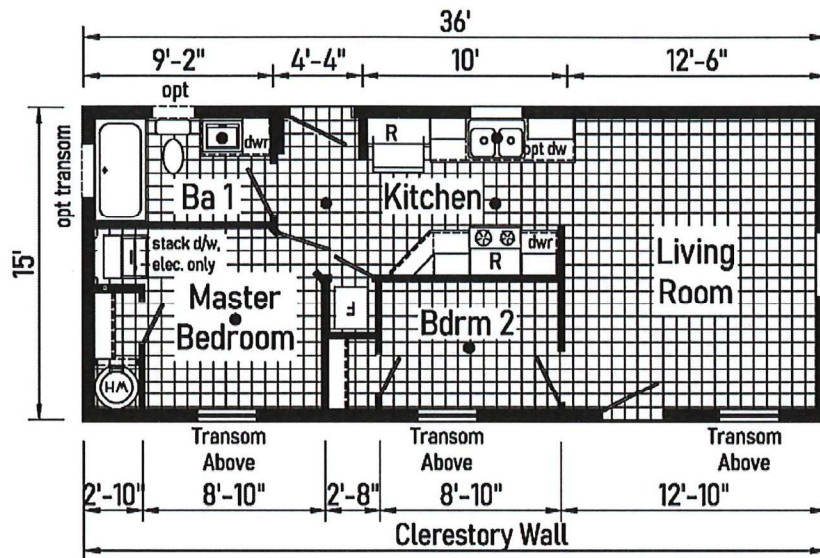
PRINTABLE INFO SHEET

Series: Westlake Retreats

Model: 1W1901-V Outlook



Floorplan



1W1901-V 1636 Approx. 540 Sq. Ft.

Westlake Retreat
Outlook

Builder: midcountry Homes	Callout: 1636	Revisions:	Scale: 3/16" = 1'-0"	Date: 9/19/2023	Drawn By: DT	Model/Eng. No.: 1W1901-V
Title: Literature		Date: _____	Reference: 1A2802-V	Drawn: _____	By: _____	LIT

CUSTOMER CONTACT

Notes:

PRINTABLE INFO SHEET

Series: Westlake Retreats
Model: 1W1901-V Outlook



Standards & Features

Interior

Primed Drywall Throughout Orange Peel Finish
8'-0" Flat Ceiling Orange Peel Finish
Recessed LED Lights
Pendant Dining Room Light
2-Panel White Painted Craftsman Interior Doors
Pre-Hung Doors with Mortise Hinges
Metal Interior Passage Sets
Window Valances
1" Mini Blinds Throughout
Smoke Detectors with Battery Back-Up
Wire Shelving in Closets
White Painted Mouldings Throughout
Flat 2 1/4" Window and Door Casing
Flat 3 1/2" Baseboards

Exterior

Black Gatsby Light at Front and Rear Door
Vinyl Dutch Lap Siding
Vinyl Insulated Windows with Low-E Glass
Lineals Front Door Side
GFI-Protected Exterior Receptacle at Each Door
O.S.B. Wall & Roof Sheathing Fixed Roof
12" Overhangs and Eaves (Ranch)
4" Overhangs and 12" Eaves (Single)
3-Tab Shingles
Ridge Vent Roof Ventilation System
Ice Shield
3/0x6/8 Fiberglass 6-Panel Front and Rear
Door w/ Deadbolt Keyed Alike Locksets

Construction

Transverse Floor System on 16" Center*

Construction (continued)

3/4" OSB Decking*
2x6 Floor Joist on 14 and 28 Wide Models
2x8 Floor Joists on 16 and 32 Wide Models
2x6 Exterior Walls on 16" Center*
82" Window Headers
30# Roof Load

Kitchen

Empire Brushed Nickel High Rise Faucet
Stainless Steel Sink 33x22x8
One USB Receptacle
30" Black Free-Standing Gas Range
Power Range Hood with Fan & Light
18 Cu. Ft. Black Frost-Free Refrigerator w/Top Freezer

Baths

60" Fiberglass Tub/Shower Tub/Shower Curtain and Curved Rod
Dual Flush Elongated Hi-Rise Toilets
China Stool, Tank, and Lid
Square China Sinks with Overflow and Pop-Up Drain
Bevel Edge Mirrors
Empire Brushed Nickel Faucets
Anti-Scald Valves on Showers and Tubs

Cabinetry

KCMA Certified Cabinets
Hardwood Wrapped Mission Cabinet Doors with Full Overlay
Hardwood Wrapped Cabinet Face Frames and Stiles
5-Piece Drawer Fronts
Brushed Nickel Cabinet Pulls Hardware
Soft Close Hidden Cabinet Hinges
Base & Wall Cabinets with Adjustable Shelves

CUSTOMER CONTACT

Notes:

PRINTABLE INFO SHEET

Series: Westlake Retreats

Model: 1W1901-V Outlook



Standards & Features (continued)

Cabinetry (continued)

100# Undermount Soft Close Drawer Guides

Laminate Countertops with Crescent Edge

4" Laminate Backsplash

36" High Vanities

Bedrooms

Wire Shelving in Closets

Switched Light in All Walk-In Closets

Flooring

Take Away Shaw Carpet with ShawGuard Carpet Protector

Rebond Carpet Pad with Tackstrip Carpet Installation

Shaw Vinyl Floor Coverings

Utilities

100 AMP Electrical Service

Plumb & Wire for Washer

Wire and Vent for Dryer

Water Shut Offs Throughout

Main Water Shut-Off

One Exterior Water Faucet (Frost Free)

30 Gallon Electric Water Heater with Pan

Gas Furnace

5-Wire Thermostat

Copper Wiring Throughout

Insulation

Ceiling R-30 Avg. Blown Insulation

Walls R-19 Fiberglass Insulation

Floor R-11 Fiberglass Insulation

Additional Features

Shed Roof

Cathedral Ceiling

Transom Windows

Additional Features (continued)

Vertical Siding

**Spacing for Framing Members may vary
due to Design Requirements

CUSTOMER CONTACT

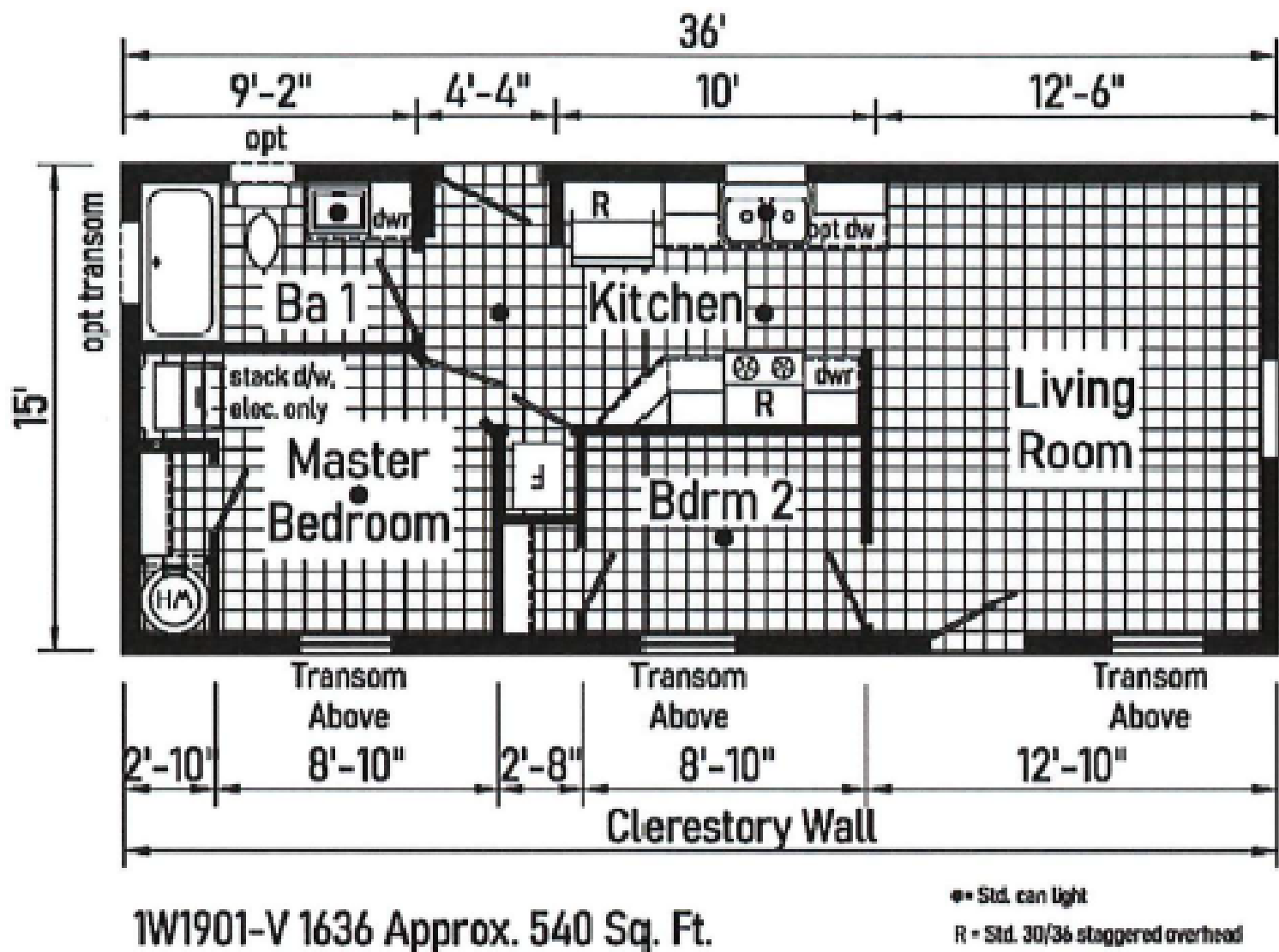
Notes:

Possible Locations for A Temporary EMS Quarters Housing Unit



Possible Locations for A Temporary EMS Quarters Housing Unit

Figure.7



MEMORANDUM

To: MAS
From: HLL
Date: 10/27/2025
Re: Williams Bay – ADA Access Requirements

There are no restrictions on what the Village can use the second floor for. However, there are additional considerations based on what the Village intends to use it for.

For purposes of compliance with the Americans with Disabilities Act (ADA), a pre-existing building is one that existed on or before January 25, 1993. *See* 42 U.S.C. § 12183(a). There is no affirmative duty to alter the physical premises of a pre-existing building to allow greater accessibility. 28 C.F.R. § 35.150(a).

However, if the Village is planning to use the second floor for a use that is open to or used by the general public, then the Village has a duty to limit barriers to access for the program(s) housed there. Access to such a program is based on a view of the program in its entirety, and is not strictly based on physical accessibility. Alternative means of accessing the program (such as curbside pickup/drop off for library materials rather than requiring a person to go inside) are permissible.

While the Village has no affirmative responsibility to alter the building to provide greater public access, if the Village opts to construct an addition to, or otherwise alter the building, that portion of the building that is added or altered must comply with the ADA. 36 C.F.R. § 1191(202).

If the building is to be used solely as an administrative building, and not open to the general public, then as an employer, the Village has a duty to provide reasonable accommodations to any employee who may require it. “Reasonable accommodations” is circumstances-dependent, and may include altering the building; modifying the job duties, location, equipment, etc; and/or any other reasonable means that would allow a person with a disability to perform the essential functions of the job. *See* 42 U.S.C. § 12111.



FNBT Location

WALWORTH COUNTY, WISCONSIN

0 105 210 420 630 840 1,050
Feet

1:6,255



Author:

Map Produced on: 10/17/2025

Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011

**Walworth County Information Technology Department
Land Information Division**

1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING ACCURACY, ADOPTED, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.



WOP-5

011-3142

PLAT OF SURVEY

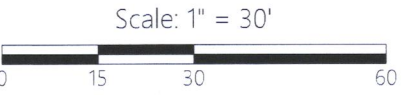
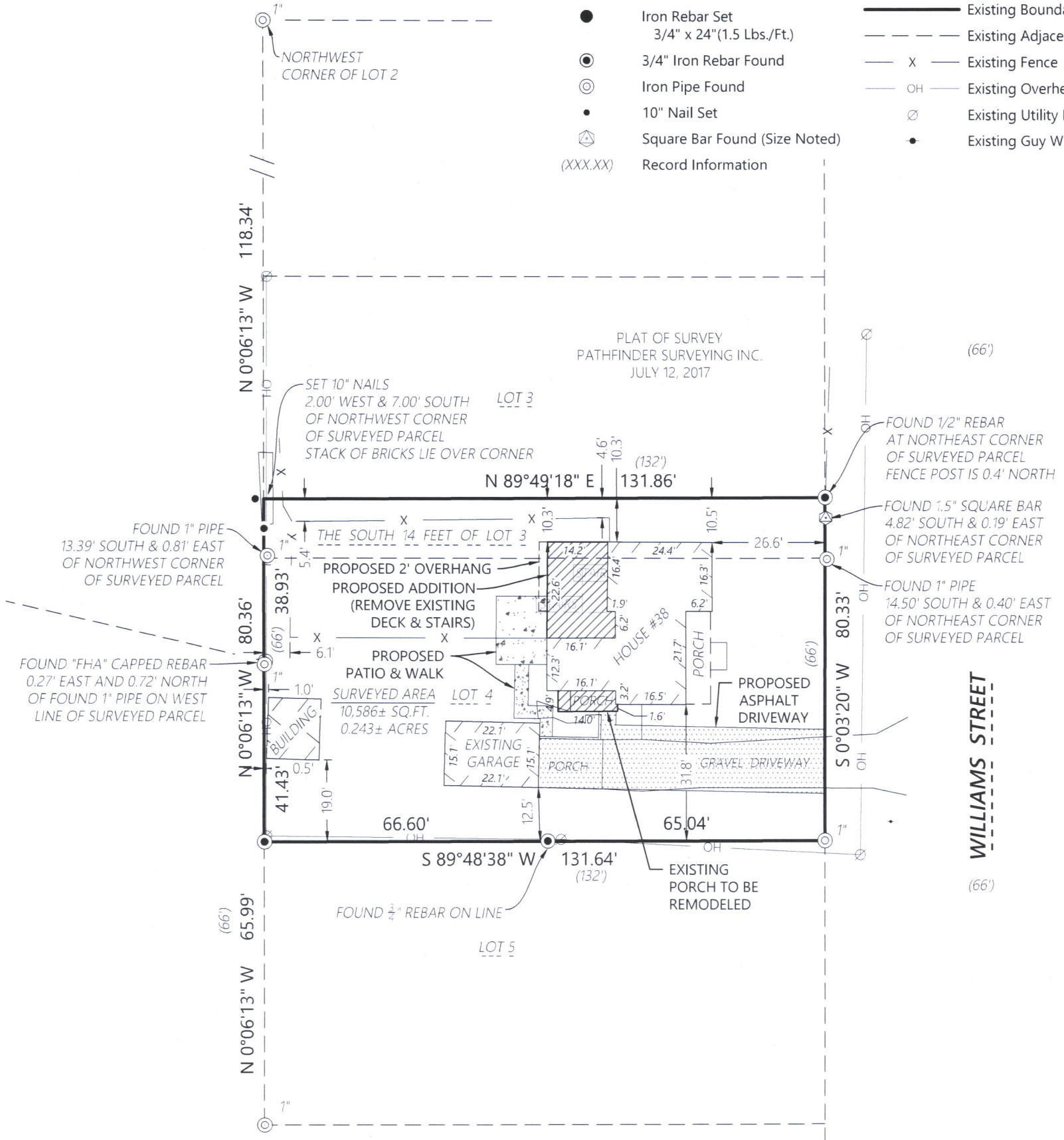
OF LOT 4, AND THE SOUTH 14 FEET OF LOT 3, BLOCK 5,
ORIGINAL PLAT OF THE VILLAGE OF WILLIAMS BAY, VILLAGE
OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

MONUMENT KEY

- Iron Rebar Set
3/4" x 24" (1.5 Lbs./Ft.)
- ⊙ 3/4" Iron Rebar Found
- ⊙ Iron Pipe Found
- 10" Nail Set
- ⬢ Square Bar Found (Size Noted)
- (XXX.XX) Record Information

LEGEND

- Existing Boundary Line
- - - Existing Adjacent Property
- X - Existing Fence
- OH - Existing Overhead Power
- ⊗ Existing Utility Pole
- Existing Guy Wire



DISTANCE UNITS BASED ON THE UNITED STATES SURVEY FOOT

BEARINGS BASED ON THE EAST LINE OF LOT 4
BEARING S 0°03'20" W



Kristin J. Belongia

Kristin J. Belongia, P.L.S.
Wisconsin Professional Land Surveyor S-2943

State of Wisconsin } ss
County of Walworth }

If the surveyor's signature is not red in color,
the plan is a copy that should be assumed to
contain unauthorized alterations.
The certification contained on this document
shall not apply to any copies.

I hereby certify that I have supervised the survey of the property described above and to the best
my knowledge and belief, the plat drawn hereon complies with Chapter A-E 7 of the State of
Wisconsin Administrative Code, Minimum Standards for Property Surveys and correctly
represents said survey and its location.

Given under my hand and seal this 14th day of February, 2002 at Elkhorn, Wisconsin

Last day of field work : February 7, 2022

Modified April 14, 2022 to show proposed addition.

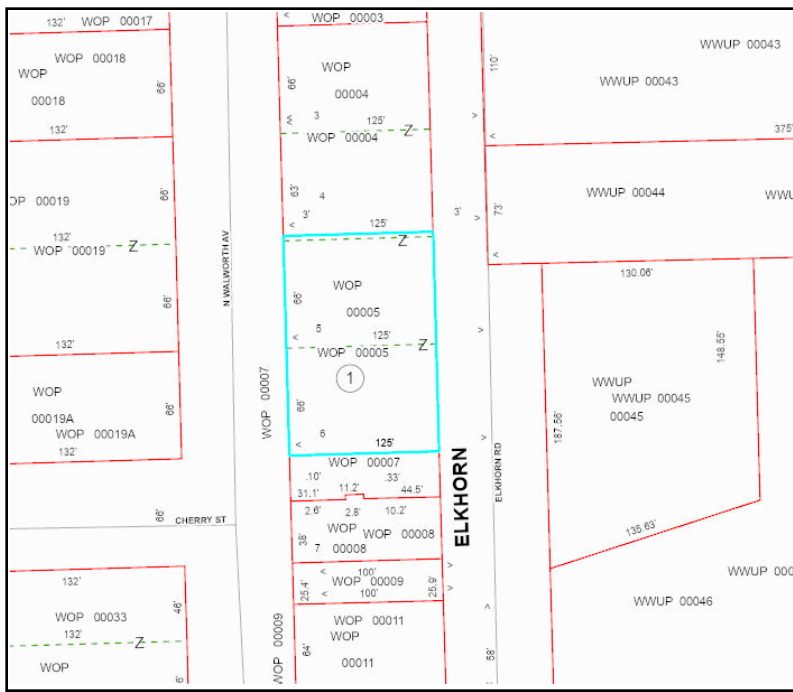


Batterman
engineers surveyors planners
2857 Bartells Drive
Beloit, Wisconsin 53511
608.365.4464
1040 N Wisconsin Street
Elkhorn, Wisconsin 53121
262.379.2250

PLAT OF SURVEY

FOR THE EXCLUSIVE USE OF:
ERIC SARRAULT
10630 GOLDENGATE
HUNTLEY IL, 60142

ORDER NO: 34197
BOOK: SEE FILE
FIELD CREW: DGM
DRAWN BY: DGM / LMB
SHEET: 1 of 1
File Name: A:\4400-34197-24197 - Eric Sarrault\SURVEY\B.DWG



Walworth County, WI Land Information Division

Property Details

Municipality: VILLAGE OF WILLIAMS BAY
Parcel Number: WOP 00005
School District: 6482-WILLIAMS BAY SCHOOL DISTR
Zoning District:

Owner Information

Owner Name: WALWORTH STATE BANK
Owner Name 2:
Mailing Address: 105 HWY 67

WALWORTH WI, 53148

2024 Valuation Information

Land: \$118,000.00
Improvements: \$551,200.00
Total: \$669,200.00
Acres: 0.2850
Fair Market Value: \$929,300.00
Assessment Ratio: 0.7201260140
Mill Rate: 0.0120998600

Tax Information

First Dollar Credit: \$40.98
Special Assessment: \$0.00
Delinquent Utility Charge: \$0.00
Managed Forest Land Taxes: \$0.00
Total Billed: \$8,056.24
Net Tax \$8,056.24
School Credit: \$1,045.31
Lottery Credit: \$0.00
Special Charges: \$0.00
Private Forest Crop Taxes: \$0.00
Woodland Tax Law Taxes: \$0.00

Tax Jurisdictions

GATEWAY TECHNICAL \$521.36
WILLIAMS BAY SCHOOL DISTRICT \$3139.44
WALWORTH COUNTY \$2138.30
WAL CTY METRO SEWER \$0.00
VILLAGE OF WILLIAMS BAY \$2298.12

Elected Officials / Voting Districts

Supervisory District: Joanne Laufenberg (D7)
State Representative: Tyler August (R) (Wisconsin's 31st Assembly District)
State Senator: Stephen Nass (R) (Wisconsin's 11th Senate District)
US Representative: Bryan Steil (R) (Wisconsin's 1st District)
US Senator: Ron Johnson (R), Tammy Baldwin (D)

Special Assessments / Charges

Soil Classification

Soil Type	Soil Name	Acres
KIA	KENDALL SILT LOAM, 1 TO 3 PERCENT SLOPES	0.1811
ScB	ST. CHARLES SILT LOAM, 2 TO 6 PERCENT SLOPES	0.1039

Property Address

120 ELKHORN RD WILLIAMS BAY
121 N WALWORTH AV WILLIAMS BAY

Legal Description

LOT 5 BLK 1 & S 3' LOT 4 BLK 1 LOT 6 BLK 1 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

Disclaimer

The information provided in this property information page is not official information. All official tax information is recorded in the Walworth County Treasurer's Office. To verify tax payment/payoff status, contact the Walworth County Treasurer's Office at 262-741-4251.



















FONTANA FIRE DEPARTMENT MONTHLY REPORT –SEPTEMBER 2025



RESPONSE DATA

SEPTEMBER 2025

RESPONSE AREA	Total	Percent
Williams Bay	38	48%
Fontana	26	33%
Walworth Township	11	14%
Mutual Aid Responses	5	6%

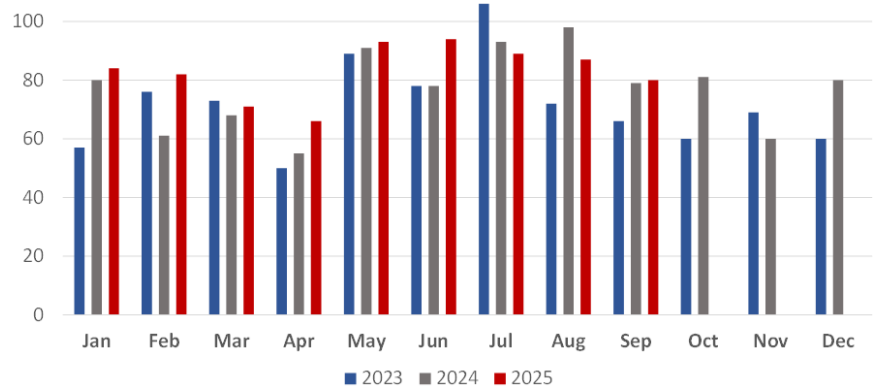
TOTAL RESPONSES 80

Response Time Report

Average Dispatched to Arrival on Scene

Williams Bay	6:39
Fontana	5:16
Walworth Township	5:16

3 YEAR TRENDS



TRAINING & CERTIFICATIONS

Melissa McFarlin – Community Paramedic Certification
Self-Contained Breathing Apparatus Course
Firefighter Rescue
Driver Training

Mercy EMS –
ROV / Sonar training – Water Rescue
Glidescope Airway Training

PUBLIC EDUCATION & EVENTS

- Fontana Triathlon
- 9/11 Lambeau Stair Climb
- Walworth Touch a Truck Event

OPERATIONS

- Swearing in of John Terretta – Paid on Call Firefighter EMT
- Seven fire Inspections and seven short term rental inspections



ORDINANCE #2025-12
AN ORDINANCE AMENDING SECTION 128-2, RENUMBERING SECTION 128-8
AND CREATING SECTION 128-8 OF THE CODE OF ORDINANCES REGULATING LICENSES
FOR THE SALE OF ALCOHOL BEVERAGES

WHEREAS, the issuance of a license to sell alcohol beverages in the Village of Williams Bay (Village) is a valuable commodity; and

WHEREAS, the ability of a business to sell alcohol beverages provides an economic benefit to the business and a service to the residents of and visitors to the Village; and

WHEREAS, the Village has an interest in ensuring that any licenses issued to sell alcohol beverages are being fully utilized, so that businesses serving the public and wishing to serve alcohol beverages have such licenses available, within the limits imposed by state statute; and

WHEREAS, the holding of a license to sell alcohol beverages by a business which is not operating is of no benefit to the Village, its residents or visitors; and

WHEREAS, the Building, Zoning and Ordinance Committee has recommended to the Village Board the enactment of an ordinance providing for the nonrenewal of a license to sell alcohol beverages in the event of abandonment of a licensed premises as well as the establishment of a fee for the late filing of an application for license renewal; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is the best interests of the Village, its residents, businesses and visitors to follow the recommendation of the Building, Zoning and Ordinance Committee.

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

Section I. Section I. §128-2 of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

§128-2. License fees.

Fees for licenses issued pursuant to this chapter are set from time to time by the Village Board by resolution. Failure to file an application for renewal of the license within the time period established by the Village Clerk shall result in the assessment of a late fee, in addition to the renewal fee. Current fees are on file with the Village Clerk.

Section II. §128-8 of the Code of Ordinances of the Village of Williams Bay is hereby renumbered §128-9 the Code of Ordinances of the Village of Williams Bay.

Section III. §128-8 of the Code of Ordinances of the Village of Williams Bay is hereby created to read as follows:

§128-8 Abandonment of premises.

A. Any licensee holding a license to sell alcohol beverages who has operated and subsequently abandons such business, forfeits any right or preference they may have

to the renewal of such license. Abandonment shall be grounds for nonrenewal of an alcohol license. The nonoperation of a previously operated licensed premises for least 120 days in a license year shall be prima facie evidence of abandonment. When filing an application for license renewal, the licensee shall include a copy of the sales tax reports for the previous license year filed with the State of Wisconsin Department of Revenue, as proof of having been in operation as a licensed premises for not less than 120 days in a license year.

B. Notwithstanding the provisions of sub. A, beginning January 1, 2026, any licensee granted an original license after that date to sell alcohol beverages shall have an initial period of 180 days to begin operation of their licensed premises. In the license application, the licensee may request that the initial time period to begin operation of their licensed premises be extended for a specified period of time, stating the reasons for the request. The initial time period may be extended by the Village Board in its sole discretion, based upon good cause and reasonable necessity.

C. No license shall be granted to a person, whose license has not been renewed due to abandonment of premises, for a period of one year from the date of non-renewal.

Section IV. 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 _____, 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

First Reading: _____

Second Reading: _____

Date Adopted: _____

Date Published: _____

ORDINANCE #2025-13
AN ORDINANCE AMENDING SECTIONS 308-7A. (1), 308-8A. (1) AND 308-9
OF THE CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY
REGULATING SOLID WASTE AND RECYCLING

WHEREAS, the Village of Williams Bay deems it necessary to protect the public health of its citizens through enactment of regulations concerning the handling of solid waste and recycling; and

WHEREAS, the State of Wisconsin Department of Natural Resources has been engaged in a rulemaking process to revise provisions of the Administrative Code governing statewide materials recycling and effective recycling programs; and

WHEREAS, said rules affect local governments such as the Village of Williams Bay which are designated as responsible units for recycling; and

WHEREAS, to assist municipalities in updating their ordinances to include the recently enacted rules, the Department of Natural Resources has produced sample provisions for municipal recycling ordinances; and

WHEREAS, the Building, Zoning and Ordinance Committee having reviewed said sample provisions and having recommended to the Village Board adoption of an ordinance amending Sections 308-7A. (1), 308-8A. (1) and 308-9 to be consistent with the requirements of the rules enacted by the Department of Natural Resources; and

WHEREAS, the Village Board having considered the recommendation of the Building, Zoning and Ordinance Committee and having determined that it is appropriate to amend Chapter 308 by modifying Sections 308-7A. (1), 308-8A. (1) and 308-9.

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

Section I. Section 308-7A. (1) of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

- (1) Provide adequate, separate containers for the recyclable materials. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:
 - i. The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.
 - ii. The ratio of trash container volume to recycling container volume is at most 2:1.
 - iii. An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.

Section II. Section 308-8A. (1) of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

- (1) Provide adequate, separate containers for the recyclable materials. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery of the materials to a recycling facility.

Section III. Section 308-9 of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in §308-2 E through P which have been separated for recycling, except waste tires may be burned with energy recovery and a solid waste treatment facility.

Section IV. 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 _____, 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

First Reading: _____

Second Reading: _____

Date Adopted: _____

Date Published: _____

Summary of Recycling Rule Revisions (WA-13-21)

(See [Wisconsin Legislature: CR 23-065 Rule Text](#) for full text)

In November 2020, the Legislative Audit Bureau (LAB) conducted an audit of the state recycling program. One LAB recommendation was to “update provisions in administrative rules pertaining to effective recycling programs,” as the rules were last updated in 2005.

As a result, the Department of Natural Resources has gone through the rulemaking process to revise administrative code governing statewide materials recycling and “effective recycling programs.” These rule revisions affect local governments designated as responsible units for recycling (RUs), materials recovery facilities (MRFs) that process residential recyclables, waste haulers, and waste storage and transfer facilities that handle recyclable materials.

The code revisions reflect operational changes within the recycling industry and the DNR. They also seek to streamline requirements, reduce reporting obligations, and ensure a level playing field among facilities that provide processing and recycling services. The information below is a high-level summary of the revisions.

Changes for local government responsible unit (RU) recycling programs

- RU education: specifies educational materials be reviewed for accuracy and provided annually. Adds batteries and food waste/composting to the list of topics RUs must educate residents on (public outreach materials available for use at no cost from DNR).
- Collection: additional documentation requirements added for RUs that meet recycling collection standards by having residents contract individually for recycling pick-up. Additional recycling drop-off location requirement for RUs that only offer monthly curbside collection to residents.
- Multi-family complexes/apartments (5 or more units): provides specific options for how to provide “adequate” recycling.
- Eliminates static pounds per person collection standard.

Changes for materials recovery facilities (MRFs)

- Starting in 2027, requires MRFs processing more than 5,000 tons/year to have owner financial responsibility (OFR) in place to cover facility closure and cleanup costs should the operator abandon or be unable to properly close a facility. OFR is already required for other solid waste processors.
- Establishes a minimum glass recycling rate of 12% unless the facility can provide justification of lower rate or creates a glass recycling improvement plan.
- Sets maximum residual rate of 20% (i.e., no more than 20% of the material a MRF receives may be sent for disposal) unless the facility can provide justification of a higher rate or establishes a residual rate improvement plan.
- Reduces the amount of information MRFs need to provide on their annual report to the DNR.
- Requires MRFs to provide the RUs and haulers they work with information about materials accepted and to review contracted RUs’ educational materials within 60 days of a request. If the MRF produces/provides its own educational material (not required), it must specify that the guidelines apply to its facility only (as recycling guidelines vary from facility to facility).
- Specifies that material delivered directly from RUs must be inventoried as residential material on annual report.

- Requires MRFs to develop short-term (<48 hrs) and long-term (≥48 hrs) contingency plans for use in case of shutdown.
- Requires MRFs to prevent litter from unbaled paper, plastic or other easily airborne materials.

Changes for haulers, transfer and storage facilities

- Haulers must provide RUs recycling tonnage and name(s) of MRF(s) used by Feb. 1 each year for the previous year (current requirement is supplying data within 4 weeks of a written request).
- Haulers must notify RUs if using a new MRF.
- Haulers must ensure containers used for recycling are clearly labeled.
- Transfer and storage facilities must keep segregated recyclables separate from solid waste and maintain cleanliness of recyclable material.
- Transfer and storage facilities must prevent litter from unbaled paper, plastic or other easily airborne material.

The rule revision generally revises, clarifies and removes obsolete language from chs. NR 500, 502, 542 and 544, Wis. Adm. Code. It also codifies guidance and existing practices related to beneficial reuse of glass and for facilities requesting residual disposal fee exemptions at landfills.

For more information, please contact Jennifer Semrau, Waste Reduction and Diversion Coordinator, at Jennifer.Semrau@wisconsin.gov or 608-381-0960.

Dated: July 14, 2025



Recycling Rule Revision: Changes for Responsible Units

The Department of Natural Resources (DNR) has revised the administrative code that oversees Responsible Units' (RUs) effective recycling programs and other aspects of Wisconsin's recycling law. The rule revisions took effect July 1, 2025.

This document summarizes changes specifically for RUs, to help RUs understand and comply with the changes. Please refer to ch. NR 544, Wis. Adm. Code, for exact language. If you have questions about the changes, contact DNRRecycling@wisconsin.gov.

RU Education

Before the code revision, RUs were required to provide education to residents of single family and 2-to-4-unit residences, multi-family dwellings, and non-residential facilities and properties about recycling of materials specified in s. 287.07 (1m) to (4), Wis. Stats. This includes lead acid batteries; appliances; oil; yard waste; tires; cardboard and paper; and containers made of glass, steel/bi-metal, aluminum and plastics #1 and #2. The 2009 electronics recycling law also required RUs to provide education on electronics recycling.

These requirements remain with clarifications and additions as follows:

- RUs must review their educational materials for accuracy and distribute this information at least once a year.
- Educational materials must now also include the landfill ban on oil filters and absorbents, proper disposal and opportunities for recycling batteries, reasons and ways to reduce food waste, and composting opportunities and locations.
- RUs do NOT need to collect or create programs for recycling oil filters and absorbents or batteries, reducing food waste, or composting.
- Distribution of education and outreach materials by RUs may include online posting, electronic and printed mailings, and use of social media. Public outreach materials are available for use at no cost from the DNR. Visit the [DNR recycling education and outreach page](#) for resources.

Collection Requirements

Before the code revision, RUs (or municipalities within a multi-member RU) with a population of 5,000 or greater were required to provide, contract for, or otherwise provide for curbside recycling at least monthly, or to provide a drop-off used by at least 80% of the single-family and 2-to-4-unit residences in the municipality as documented by drop-off site monitoring records. RUs (or municipalities within a multi-member RU) with a population under 5,000 were required to provide

an adequately sized drop-off open at least 2 days/month for 5 hours/day (minimum total of 10 hours/month) or to provide a collection equivalent to the larger RUs/municipalities.

The code revision made the following changes to these requirements:

- If an RU provides only the minimum of monthly curbside collection, it must also provide access to a drop-off site for recyclables. Access could include a drop-off site in another municipality or at a private location.
- Any municipality that opts to direct individual residents to contract directly with a waste hauler for collection of recyclables to meet the requirements outlined for a collection system must modify its recycling ordinance and compliance assurance plan to reflect this requirement and collect recycling tonnage data.
- RUs are no longer required to meet a specified pounds per person collection standard.

Recycling Ordinance Modifications

Multi-Family Recycling

Before the code revision, in an RU's recycling ordinance, multi-family properties needed to provide "adequate, separate containers" for the recycling program established in compliance with the ordinance. No additional details were included to define "adequate," which led to RU challenges with enforcing their ordinance and confusion at some multi-family properties. The code revisions made the following clarifications to this requirement:

Providing adequate recycling services to multi-family properties must include an equal or greater ratio of recycling containers to trash containers and one of the following:

- minimum total volume of recycling containers provided is 20 gallons per week per dwelling unit;
- ratio of trash container volume to recycling container volume is at most 2:1; or
- an alternative method which does not result in recyclable container overflow between collection.

Non-Residential Recycling

Before the code revision, in an RU's recycling ordinance, non-residential properties needed to provide "adequate, separate containers" for the recycling program established in compliance with the ordinance. The DNR understood that non-residential properties vary significantly in recycling generation. For instance, the volume of recycling containers needed will be vastly different for a small shop, a 50-unit hotel or large manufacturing facility. Therefore, "adequate" could not be as specifically described as for multi-family residences.

To clarify what “adequate, separate containers” means for non-residential properties, the code revisions require that the total volume of recycling containers be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.

Tenant Notification Requirements

The code revisions reduced tenant notification requirements for multi-family and non-residential facilities. Notification will no longer need to include reasons to reduce and recycle waste or specific details (hours of operation, contact person, address and phone number) for locations that accept recyclable materials not collected on-site.

All RUS will need to update their recycling ordinance to address these new requirements. The DNR will provide a new recycling ordinance template for RUs to use to update their recycling ordinance.

Changes for Haulers and Materials Recovery Facilities That Affect RUs

Haulers

The code revision makes the following changes for haulers of recyclable materials:

- Requires containers used for collection of recyclables to be clearly labeled.
- Requires haulers to provide residential recycling tonnage data to RUs by Feb. 1 each year. Data must include the name of the materials recovery facility(ies) (MRFs) used to process the materials.
- Requires haulers to notify RUs when a new MRF is used.

Materials Recovery Facilities

The code revision makes the following changes for MRFs that serve RUs:

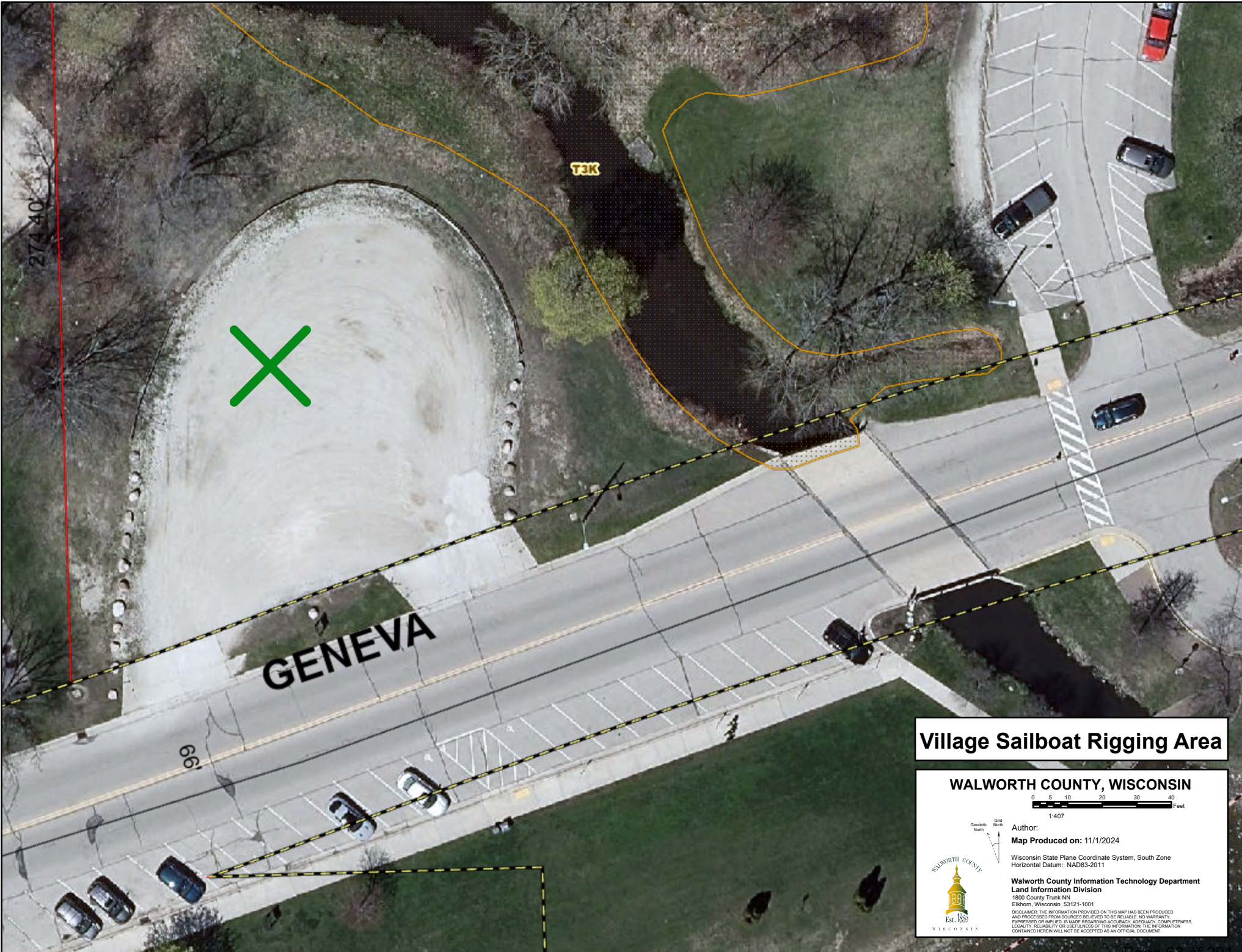
- Requires MRFs provide contracted RUs with information on accepted materials.
- Requires MRFs to review educational material within 60 days of a request from a contracted RU.

The above are only code revisions that directly affect RUs. Haulers and MRFs have a number of other new requirements and changes in the code revision.



Wisconsin Department of Natural Resources | July 2025

The information above is a summary of changes for RUs as a result of recycling rule revision and is not comprehensive. To view the complete rule changes, go to [Wisconsin Legislature; CR 23-065 Rule Text](#)



Village Sailboat Rigging Area

WALWORTH COUNTY, WISCONSIN

0 5 10 20 30 40 Feet

1:407



Author:

Map Produced on: 11/1/2024

Wisconsin State Plane Coordinate System, South Zone

Horizontal Datum: NAD83-2011



Walworth County Information Technology Department
Land Information Division

1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

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Slip Size	Maximum Boat Length		2025 Rate		2026 Proposed Rate
Muni	18'	\$	2,379.00	\$	2,498.00
24'	21'	\$	2,656.00	\$	2,789.00
26'	23'	\$	2,852.00	\$	2,995.00
28'	24'	\$	2,945.00	\$	3,092.00
	25' w/lift				
Kayak Racks		\$	126.00	\$	150.00
Ramp		\$	315.00	\$	380.00

10/8/2025	REVENUES	2022	2023	2024	2025	2025	2025	2026	2026 Budget vs	2026 Budget vs
	10/10/2025	Prior Year 3	Prior Year 2	Prior Year 1	Current Year	Current Year	Current Year	Future Year	2025 Estimates	2025 Budget
Account	Title	Actual Audited	Actual Audited	Actual Audited	Actual 6 Months	Estimates	Budget	Budget	\$ DIFF	\$ DIFF
RESIDENTIAL										
200-44460	WATER RESIDENTIAL SALES (R)	478,145	513,595	474,552	230,787	461,575	508,000	801,582	340,007	293,582
200-44461	WATER COMMERCIAL SALES (R)	95,810	99,191	92,631	43,340	86,680	100,000	157,792	71,112	57,792
200-44463	WATER PUBLIC FIRE PROTECTION (R)	241,912	263,861	265,716	133,288	266,576	265,000	418,148	151,572	153,148
200-44464	WATER PUBLIC AUTH SALES (R)	14,245	19,067	12,504	5,491	10,981	19,000	29,980	18,999	10,980
200-44465	PRIVATE FIRE REVENUE-WTR (R)	3,617	3,617	3,617	1,811	3,622	3,700	3,700	78	0
200-44466	MULTIFAMILY RESIDENTIAL (R)	18,994	19,007	19,088	8,783	17,566	20,000	31,558	13,992	11,558
200-44470	WATER FORFEITED DISCOUNTS (R)	3,933	4,655	4,390	1,588	3,176	4,000	4,000	824	0
200-44474	WATER OTHER REVENUE (R)	1,898	23,826	1,440	474	948	2,000	1,300	352	(700)
200-44475	IMPACT FEES (R)	26,338	59,803	53,508	3,148	6,295	40,000	0	(6,295)	(40,000)
200-44999	RET NET INVESTMENT ON METERS	0	0	256	0	0	0	0	0	0
	WATER FUND - REVENUES:	884,891	1,006,621	927,701	428,709	857,418	961,700	1,448,060	590,642	486,360
COMMERCIAL										
200-48000	SPECIAL ASSESSMENT REVENUE	0	0	0	0	0	0	0	0	0
200-48002	SAFE DRINKING WATER LOAN REV	0	0	46,245	662,373	1,324,745	0	0	(1,324,745)	0
200-48003	CLEAN WATER LOAN REV	0	0	0	1,341,025	2,682,050	0	0	(2,682,050)	0
200-48004	INTEREST ON INVESTMENTS (R)	132,213	316,770	353,072	116,841	233,682	185,500	190,000	(43,682)	4,500
200-48005	PROPERTY RENTAL/TOWER LEASE (R)	55,115	57,394	55,234	46,013	55,000	45,000	15,000	(40,000)	(30,000)
200-48006	LEASE INTEREST INCOME	7,436	7,120	15,332	0	0	0	0	0	0
200-48008	ENGINEERING SERVICES AR	0	0	0	0	0	0	0	0	0
200-48009	PLANNING SERVICES AR	0	0	0	0	0	0	0	0	0
200-48420	IMPACT FEE INTEREST INCOME (R)	1,870	7,118	5,891	3,873	7,747	3,000	3,000	(4,747)	0
200-49999	DEBT PROCEEDS (R)	0	0	0	0	0	0	0	0	0
200-49998	OPERATING TRANSFER IN (R)	0	0	0	0	0	324,345	0	0	(324,345)
	WATER FUND - REVENUES:	196,633	388,402	475,774	2,170,125	4,303,224	557,845	208,000	(4,095,224)	(349,845)
	WATER FUND - REVENUES:	1,081,525	1,395,023	1,403,475	2,598,834	5,160,642	1,519,545	1,656,060	(3,504,582)	136,515
	WATER FUND - EXPENSES:	1,211,619	1,197,675	1,341,687	2,315,460	4,661,984	1,829,276	1,596,443	(3,066,016)	(232,833)
	WATER FUND - TOTAL:	(130,095)	197,348	61,788	283,374	498,658	(309,731)	59,617	(438,566)	369,348
300-44460	SEWER RESIDENTIAL SALES (R)	990,460	1,028,754	988,593	540,047	1,080,094	1,000,000	1,176,371	96,277	176,371
300-44461	SEWER COMMERCIAL SALES (R)	169,155	163,052	162,436	88,101	176,202	168,000	191,326	15,124	23,326
300-44464	SEWER PUBLIC AUTHORITY SALES (R)	14,066	14,562	14,424	7,591	15,181	14,000	16,502	1,321	2,502
300-44470	SEWER FORFEITED DISCOUNTS (R)	5,678	6,007	5,924	2,258	4,517	5,200	5,200	683	0
300-48008	ENGINEERING SERVICES AR	0	0	0	0	0	0	0	0	0
300-48009	PLANNING SERVICES AR	0	0	0	0	0	0	0	0	0
300-44475	SEWER CONNECTION FEE (R)	73,500	85,500	75,500	4,750	9,500	80,750	82,620	73,120	1,870
300-48004	INTEREST ON INVESTMENTS (R)	59,162	165,137	156,512	57,964	115,928	38,500	65,000	(50,928)	26,500
300-48005	PROPERTY RENTAL INCOME (R)	13,395	13,395	13,395	13,395	13,395	13,395	14,000	605	605
	SEWER FUND - REVENUES:	1,325,416	1,476,407	1,416,783	714,106	1,414,817	1,319,845	1,551,019	136,202	231,174
	SEWER FUND EXPENSESESES:	1,105,109	1,134,510	1,416,411	709,612	1,229,867	1,321,221	1,551,019	375,272	283,918
	SEWER FUND - TOTAL:	220,307	341,897	373	4,494	184,951	(1,376)	0	(239,070)	1,376

10/8/2025											
		2022	2023	2024	2025	2025	2025	2026	2026 Budget vs	2026 Budget vs	
EXPENDITURES		Prior Year 3	Prior Year 2	Prior Year 1	Current Year	Current Year	Current Year	Future Year	2025 Estimates	2025 Budget	
Account	Title	Actual Audited	Actual Audited	Actual	Actual 6 Mo	Estimates	Budget	Budget	\$ Diff	\$ Diff	
WATER FUND											
200-51990-000	EMPLOYEE RECOGNITION	0	250	341	0	0	475	475		0	
200-57346-000	NEW WATER METERS (E)	22,926.00-	4,192	0	6,510	13,019	25,000	25,000	11,981	0	
200-57346-100	METER REPLACEMENT PROGRAM (E)	26,351	0	275	13,616	27,231	30,000	30,000	2,769	0	
200-57403-000	WATER DEPRECIATION (E)	223,863	212,323	274,586	0	0	0	0	0	0	
200-57408-000	WATER TAX EQUIVALENT (E)	99,961	74,355	100,875	0	0	100,800	100,800	100,800	0	
200-57427-000	INTEREST EXPENSE (E)	122,973	247,536	232,359	2,576	5,152	0	0	(5,152)	0	
200-57599-000	WATER INSURANCE EXPENSE (E)	26,532	29,330	34,706	32,727	32,727	33,000	33,000	274	0	
200-57600-150	WELL #3 - REPAIRS (E)	609	690	1,310	270	540	800	800	260	0	
200-57601-150	WELL #1 - REPAIRS (E)	0	451	0	0	0	800	800	800	0	
200-57602-150	WELL #2 - REPAIRS (E)	13,059	0	1,514	800	1,600	800	800	(800)	0	
200-57610-140	WATER FUND CAPITAL OUTLAY (E)	43,127.17-	1,852	7,148	1,539,478	3,078,956	0	0	(3,078,956)	0	Capital Fund
200-57622-170	WATER POWER - NATURAL GAS (E)	6,500	6,740	2,054	3,201	6,402	7,000	7,000	598	0	
200-57622-171	WATER POWER - ELECTRIC (E)	70,409	78,729	76,963	42,313	84,626	65,000	84,000	(626)	19,000	
200-57623-160	WATER PUMPING SUPPLIES (E)	206	170	574	0	0	200	200	200	0	
200-57623-170	WATER TESTING (E)	2,606	6,012	3,090	1,188	2,375	3,000	3,000	625	0	
200-57630-110	WATER TREATMENT - WAGES (E)	57,757	53,275	48,941	32,529	65,057	55,000	55,373	(9,684)	373	3% COLA
200-57630-112	WATER TREATMENT - OT WAGES (E)	1,466	1,562	1,786	545	1,090	1,500	1,500	410	0	
200-57630-113	WATER TREATMENT - DBL OT WAGES (E)	1,027	1,050	1,160	316	633	1,500	1,500	867	0	3% COLA
200-57630-121	WATER TREATMENT - FICA (E)	3,698	4,049	4,210	2,603	5,206	4,400	4,317	(889)	(83)	3% COLA
200-57630-122	WATER TREATMENT - RETIREMENT (E)	2,507	3,914	3,987	2,343	4,687	4,000	3,922	(765)	(78)	
200-57630-123	WATER TREATMENT - HEALTH & DENTAL INS (E)	10,158	8,596	5,660	3,338	6,676	6,800	7,327	651	527	Employer Reduction from 88% to 86%
200-57630-124	WATER TREATMENT - LIFE INS (E)	121	111	58	31	62	100	59	(3)	(41)	
200-57630-127	WATER TREATMENT HSA FUNDING (E)	3,333	3,472	1,667	972	1,944	1,700	1,667	(278)	(34)	
200-57631-160	WATER TREATMENT CHEMICALS (E)	122,518	138,862	112,083	60,980	121,960	140,000	180,000	58,040	40,000	
200-57632-160	WATER TREATMENT SUPPLIES (E)	2,239	2,440	1,858	743	1,485	2,200	4,000	2,515	1,800	
200-57635-150	WATER TREATMENT REPAIRS/ MAINT (E)	2,567	4,341	2,597	2,159	4,319	5,000	4,000	(319)	(1,000)	
200-57640-110	WATER DISTRIBUTION - WAGES (E)	48,985	57,925	51,704	32,417	64,835	55,000	55,373	(9,462)	373	3% COLA
200-57640-112	WATER DISTRIBUTION - OT WAGES (E)	1,466	1,562	1,786	545	1,090	1,500	1,500	410	0	
200-57640-113	WATER DISTRIBUTION-DBL OT WAGE (E)	1,027	1,050	1,161	317	633	1,500	1,500	867	0	
200-57640-121	WATER DISTRIBUTION - FICA (E)	3,699	4,050	4,211	2,604	5,207	4,225	4,317	(890)	92	3% COLA
200-57640-122	WATER DISTRIBUTION -RETIREMENT (E)	3,870	3,915	3,988	2,344	4,689	4,000	3,922	(767)	(78)	3% COLA
200-57640-123	WATER DISTRIBUTION - HLTH INS (E)	10,158	8,596	4,794	3,338	6,676	6,800	7,546	870	746	Employer Reduction from 88% to 86%
200-57640-124	WATER DISTRIBUTION - LIFE INS (E)	121	111	58	31	62	100	59	(3)	(41)	
200-57640-127	WATER DISTRIBUTION HSA FUNDING (E)	3,334	3,473	1,667	972	1,945	1,800	1,667	(278)	(134)	
200-57641-160	WATER DISTRIBUTION SUPPLIES (E)	5,829	3,907	5,523	1,670	3,341	6,000	6,000	2,659	0	
200-57650-150	WATER TOWERS REPAIRS/MAINT (E)	114	780	13,846	0	0	8,000	1,500	1,500	(6,500)	
200-57651-150	WATER MAINS REPAIRS/MAINT (E)	44,000	18,654	32,983	32,825	65,649	25,000	35,000	(30,649)	10,000	
200-57652-150	WATER SERVICES REPAIRS/ MAINT (E)	8,303	4,165	6,711	5,554	11,109	10,000	10,000	(1,109)	0	
200-57653-151	WATER METER TESTING (E)	0	3,230	376	0	0	4,000	4,000	4,000	0	
200-57654-150	HYDRANT REPAIRS/MAINT (E)	276.52-	2,018	0	0	0	12,000	12,000	12,000	0	
200-57656-110	WATER ACCOUNTING - WAGES (E)	46,863	47,663	52,431	32,620	57,000	57,000	58,751	1,751	1,751	3% COLA
200-57656-150	CROSS CONNECTION INSPECTION (E)	19,080	20,840	21,720	10,904	21,808	22,000	23,000	1,192	1,000	
200-57902-112	WATER ACCOUNTING - OT WAGES	0	0	0	161	322	0	300	(22)	300	
200-57902-121	WATER ACCOUNTING - FICA (E)	3,464	3,459	3,994	2,571	5,142	4,400	4,494	(647)	94	3% COLA

10/8/2025											
EXPENDITURES		2022	2023	2024	2025	2025	2025	2026	2026 Budget vs	2026 Budget vs	
Account	Title	Prior Year 3	Prior Year 2	Prior Year 1	Current Year	Current Year	Current Year	Future Year	2025 Estimates	2025 Budget	
		Actual Audited	Actual Audited	Actual	Actual 6 Mo	Estimates	Budget	Budget	\$ Diff	\$ Diff	
200-57902-122	WATER ACCOUNTING- RETIREMENT (E)	3,470	3,207	3,769	2,278	4,557	4,100	4,230	(327)	130	3% COLA
200-57902-123	WATER ACCOUNTING - HEALTH & DENTAL INS (E)	16,326	10,232	12,504	7,622	15,245	15,500	16,768	1,523	1,268	Employer Reduction from 88% to 86%
200-57902-124	WATER ACCOUNTING - LIFE INS (E)	0	0	129	95	190	150	150	(40)	0	
200-57902-127	WATER ACCT HSA FUNDING (E)	3,281	2,865	3,125	1,823	3,200	3,200	3,125	(75)	(75)	
200-57903-125	WATER METER READING - UNIFORMS (E)	4,916	2,267	2,673	952	1,905	5,500	4,000	2,095	(1,500)	
200-57920-110	WATER ADMIN - WAGES (E)	33,397	34,304	38,352	23,606	41,000	41,000	41,986	986	986	3% COLA
200-57920-121	WATER ADMIN - FICA (E)	2,300	2,297	2,640	1,715	3,200	3,200	3,212	12	12	3% COLA
200-57920-122	WATER ADMIN - RETIREMENT (E)	2,425	2,429	(15,514)	1,634	3,268	2,900	3,023	(245)	123	3% COLA
200-57920-123	WATER ADMIN - HEALTH & DENTAL INS (E)	7,162	6,542	7,831	4,991	9,982	10,100	10,614	632	514	Employer Reduction from 88% to 86%
200-57920-124	WATER ADMIN - LIFE INS (E)	0	0	148	93	150	150	229	79	79	
200-57920-127	WATER ADMIN HSA FUNDING (E)	2,000	2,313	2,000	1,167	2,000	2,000	2,000	0	0	
200-57921-142	BANK-CR CARD-PMT PROCESS'G FEE (E)	0	396	12,771	3,836	7,672	0	7,700	28	7,700	
200-57921-130	WATER IT EXPENSE (E)	107	601	671	19	37	1,200	1,200	1,163	0	
200-57921-160	WATER OFFICE SUPPLIES (E)	8,378	12,134	4,775	4,020	8,040	10,000	4,000	(4,040)	(6,000)	
200-57921-200	WATER TELEPHONE (E)	988	1,247	3,842	1,721	3,441	850	700	(2,741)	(150)	
200-57922-000	SOFTWARE LIC FEES & IT SUPPORT (E)	809	16	0	0	0	0	0	0	0	
200-57923-000	WATER ATTORNEY EXPENSE (E)	0	982	437	0	0	1,200	1,200	1,200	0	
200-57924-000	WATER ENGINEERING EXPENSE (E)	739	3,920	21,626	3,290	6,580	10,000	6,500	(80)	(3,500)	
200-57925-000	WATER AUDIT EXPENSE (E)	11,179	17,329	32,455	17,823	17,823	12,000	18,000	177	6,000	
200-57925-100	WATER RATE STUDY EXPENSE (E)	5,968	0	20,157	19,512	22,000	0	0	(22,000)	0	
200-57928-000	WATER REGULATORY EXPENSE (E)	822	818	0	0	0	950	0	0	(950)	
200-57930-130	WATER DRUG TESTING EXPENSE (E)	0	0	0	0	0	1,000	1,000	1,000	0	
200-57930-140	WATER DIGGERS HOTLINE EXPENSE (E)	243	692	341	311	621	3,000	1,500	879	(1,500)	
200-57929-000	WATER SYSTEM MAPPING EXPENSE (E)	1,981	2,122	2,043	1,560	3,120	3,500	3,500	380	0	
200-57930-190	WATER TRAINING EXPENSE	2,231	1,738	3,023	1,552	3,104	1,500	3,000	(104)	1,500	
200-57933-150	WATER TRANSP REPAIRS/MAINT (E)	1,159	558	1,294	458	916		1,000	84	1,000	
200-57933-180	WATER FUEL EXPENSE (E)	1,240	994	1,030	687	1,374	1,500	1,200	(174)	(300)	
200-57933-000	WATER TRANSPORTATION EXPENSES (E)	0	0	0	196,829	518,458	667,513	206,771	(311,687)	(460,742)	
200-57933-150	WATER TRANSP REPAIR/MAINT (E)	0	0	0	110,785	221,963	299,363	207,140	(14,823)	(92,223)	
200-57935-150	WATER PLANT REPAIRS/MAINT (E)	4,525	11,188	8,100	8,325	16,651	15,000	15,000	(1,651)	0	
200-57934-000	WATER DEBT SERVICE PRINCIAL (E)	90,558	0	0	0	0	0	0	0	0	
200-57934-150	WATER DEBT SERVICE INTEREST (E)										
200-57940-000	DEBT ISSUANCE COST (E)										
200-57945-000	WATER DEBT SERVICE MISC EXP (E)	158	317	726	483	967	0	0	(967)	0	
200-57951-000	WATER SHOP TOOLS (E)	281	146	514	0	0	500	500	500	0	
200-57952-000	WATER LAB EQUIPMENT	154	198	1,470	0	0	0	2,000	2,000	2,000	
200-57995-000	SWLF PRINC	0	0	0	5,628	11,256	0	154,487	143,231	154,487	Assumes draw 100% in 2026
200-57995-150	SWFL INTEREST	0	0	0	1,488	2,976	0	75,240	72,264	75,240	Assumes draw 100% in 2026
200-57996-000	CLEAN WATER FUND LOAN EXP	0	0	17,009	9	18	0	0	(18)	0	Assumes draw 100% in 2026
200-57997-000	SAFE DRINKING WATER LOAN EXP	0	0	20,009	9	18	0	0	(18)	0	Assumes draw 100% in 2026
200-58801-000	IT SUPPORT/ANNUAL FEES	4,048	6,126	4,985	13,028	15,000	0	15,000	0	15,000	
	WATER FUND - REVENUES:	884,891	1,006,621	927,701	428,709	857,418	961,700	1,656,060	798,642	694,360	
	WATER FUND - EXPENDITURES:	1,211,619	1,197,675	1,341,687	2,315,460	4,661,984	1,829,276	1,596,443	(3,066,016)	(232,833)	
	WATER FUND - TOTAL:	(326,728)	(191,054)	(413,986)	(1,886,751)	(3,804,565)	(867,576)	59,617	3,864,658	927,193	

10/8/2025											
EXPENDITURES		2022	2023	2024	2025	2025	2025	2026	2026 Budget vs	2026 Budget vs	
Account	Title	Prior Year 3	Prior Year 2	Prior Year 1	Current Year	Current Year	Current Year	Future Year	2025 Estimates	2025 Budget	
		Actual Audited	Actual Audited	Actual	Actual 6 Mo	Estimates	Budget	Budget	\$ Diff	\$ Diff	
SEWER FUND											
300-51990-000	EMPLOYEE RECOGNITION	0	250	341	0	0	200	200	200	0	
300-58403-000	SEWER DEPRECIATION			158,856	0	0	0	0	0	0	Budget deprectiation?
300-57408-000	SEWER TAX EQUIVALENT	3,673	2,890	3,695	0	0	0	0	0	0	
300-58427-000	INTEREST EXPENSE	60,000	122,719	114,244	0	0	0	0	0	0	
300-58428-000	SEWER AMORTIZATION			(9,229)					0	0	Budget Amortization?
300-58801-000	IT SUPPORT/ANNUAL FEES (E)	4,048	3,977	4,577	8,982	9,200	4,000	8,000	(1,200)	4,000	
300-58929-000	SEWER SYSTEM MAPPING (E)	0	60	0	0	0	250	250	250	0	
300-58930-000	DEBT ISSUANCE COST (E)	45,279	0	0	0	0	0	0	0	0	
300-58964-110	SEWER ACCOUNTING - WAGES (E)	45,993	49,925	54,541	32,620	57,000	57,000	58,751	1,751	1,751	3% COLA
300-58964-112	SEWER ACCOUNTING - OT WAGES	0	0	0	161	322	0	0	(322)	0	
300-58964-121	SEWER ACCOUNTING - FICA (E)	3,464	3,459	3,994	2,571	4,400	4,400	4,494	94	94	3% COLA
300-58964-122	SEWER ACCOUNTING - RETIREMENT (E)	3,470	3,207	3,769	2,278	4,100	4,100	4,230	130	130	3% COLA
300-58964-123	SEWER ACCOUNTING - HEALTH & DENTAL INS (E)	16,326	10,232	12,348	7,622	15,245	16,000	16,768	1,523	768	Employer Reduction from 88% to 86%
300-58964-124	SEWER ADMIN - LIFE INS (E)	0	0	129	95	189	0	229	40	229	
300-58964-127	SEWER ACCT HSA FUNDING (E)	3,281	2,864	3,125	1,823	3,200	3,200	3,125	(75)	(75)	
300-58965-000	SEWER DEBT SERVICE MISC EXP (E)	158	317	722	483	967	750	1,000	33	250	
300-58965-110	SEWER ADMIN - WAGES (E)	36,260	36,023	38,352	23,606	41,000	41,000	41,986	986	986	3% COLA
300-58965-121	SEWER ADMIN - FICA (E)	2,300	2,297	2,640	1,715	3,200	3,200	3,212	12	12	3% COLA
300-58965-122	SEWER ADMIN - RETIREMENT (E)	1,971	2,429	(5,154)	1,634	2,900	2,900	3,023	123	123	3% COLA
300-58965-123	SEWER ADMIN - HEALTH & DENTAL INS (E)	7,162	6,542	7,757	4,991	9,981	10,100	10,614	632	514	Employer Reduction from 88% to 86%
300-58965-124	SEWER ADMIN - LIFE INS (E)	0	0	148	93	185	200	200	15	0	
300-58965-127	SEWER ADMIN HSA FUNDING (E)	2,000	2,313	2,000	1,167	2,333	2,000	2,000	(333)	0	
300-58965-130	SEWER ADMIN MISC EXPENSE			256					0	0	
300-58965-140	SEWER CAPITAL OUTLAY (E)	0	0	62,728	0	0	0	0	0	0	
300-58966-142	BANK-CR CARD-PMT PROCESS'G FEE	0	0	0	3,841	7,682	0	7,700	19	7,700	
300-58966-160	SEWER OPERATING SUPPLIES (E)	253	535	55	0	0	500	500	500	0	
300-58966-170	SEWER UTILITIES - NATURAL GAS (E)	3,127	9,604.18-	1,326	1,302	2,604	3,750	3,000	396	(750)	
300-58966-171	SEWER UTILITIES - ELECTRIC (E)	11,929	11,856	11,835	7,562	15,125	14,200	15,200	75	1,000	
300-58967-000	SEWER FUEL EXPENSE (E)	2,271	1,468	1,978	868	1,737	1,780	1,500	(237)	(280)	
300-58967-150	SEWER VEHICLE REPAIRS & MAINT (E)	932	2,675	0	184	369	3,000	3,000	2,631	0	
300-58968-150	SEWER COLLECTION SYSTEM MAINT (E)	8,900	11,403	17,825	55	110	10,000	15,000	14,890	5,000	
300-58969-130	SEWER IT EXPENSE (E)	107	367	0	0	0	650	0	0	(650)	
300-58969-160	SEWER OFFICE SUPPLIES (E)	10,908	8,830	4,172	2,631	5,262	10,000	3,500	(1,762)	(6,500)	
300-58969-200	SEWER TELEPHONE (E)	940	1,264	3,842	1,709	3,417	1,000	1,000	(2,417)	0	
300-58970-000	SEWER ATTORNEY EXPENSE (E)	0	982	437	0	0	925	925	925	0	
300-58972-000	SEWER AUDIT EXPENSE (E)	9,779	12,339	29,455	17,823	17,823	12,000	17,000	(823)	5,000	
300-58973-000	SEWER ENGINEERING EXPENSE (E)	1,429	3,080	3,191	1,300	2,600	2,000	2,000	(600)	0	
300-58974-000	SEWER INSURANCE EXPENSE (E)	26,532	29,330	34,706	32,727	32,727	38,000	36,000	3,273	(2,000)	
300-58975-130	SEWER DRUG TESTING EXPENSE (E)	86	0	0	0	0	0	0	0	0	
300-58975-190	SEWER TRAINING EXPENSE (E)	250	171	806	0	0	250	250	250	0	
300-58976-000	SEWER REPLACEMENT FUND (E)	0	7,260	0	0	0	8,000	8,000	8,000	0	
300-58980-300	WALCOMET SEWERAGE EXPENSES (E)	689,148	717,448	775,033	384,768	769,537	760,000	840,000	70,463	80,000	
300-58980-310	WALCOMET SEWER CONNECTION FEE (E)	66,000	76,000	71,910	4,230	8,460	71,910	74,120	65,660	2,210	
300-58996-000	I & I REDUCTION (E)	37,135	0	0	0	0	20,000	20,000	74,120	54,120	

10/8/2025											
		2022	2023	2024	2025	2025	2025	2026	2026 Budget vs	2026 Budget vs	
EXPENDITURES		Prior Year 3	Prior Year 2	Prior Year 1	Current Year	Current Year	Current Year	Future Year	2025 Estimates	2025 Budget	
Account	Title	Actual Audited	Actual Audited	Actual	Actual 6 Mo	Estimates	Budget	Budget	\$ Diff	\$ Diff	
300-58960-000	SEWER DEBT SERVICE - PRINCIPAL (E)	0	0	0	103,313	103,313	110,800	108,526	5,213	(2,274)	
300-58961-000	SEWER DEBT SERVICE - INTEREST (E)	0	0	0	56,597	103,156	103,156	105,884	2,728	2,728	
200-57999-000	CWFL PRINC	0	0	0	0	0	0	87,309	87,309	87,309	
200-57999-150	CWLF INTEREST	0	0	0	862	1,723	0	42,522	40,799	42,522	
204-XXXXX	CONTINGENCY	0	0	0	0	0	0	0	0	0	Need new account #
	SEWER FUND - REVENUES:	1,325,416	1,476,407	1,416,783	714,106	1,414,817	1,319,845	1,551,019	136,202	231,174	
	SEWER FUND - EXPENDITURES:	1,105,109	1,134,510	1,416,411	709,612	1,229,867	1,321,221	1,551,019	375,272	283,918	
	SEWER FUND - TOTAL:	220,307	341,897	373	4,494	184,951	(1,376)	0	(239,070)	(52,744)	

Water and Sewer Utilities Supervisor

Dept/Div: Williams Bay Utilities

FLSA Status: Non-exempt

General Definition of Work

The Water and Sewer Utilities Supervisor (Utilities Supervisor) oversees the operations, maintenance and construction of the Village of Williams Bay municipal waterworks systems (water treatment plant and distribution system) and sanitary and storm sewer collection systems. This is a working position and is responsible for daily operations, work scheduling, and water and sewer crew leadership. The position supervises up to 4 full-time staff members.

The Utilities Supervisor reports to the Director of Public Works.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

- Manages daily operations of the municipal waterworks systems (water treatment plant and distribution system) sanitary collector system and storm sewer collector system, assigns and performs work duties with various crew members.
- Inspects waterworks systems and equipment regularly to identify and address maintenance needs.
- Ensures compliance with all regulatory and safety codes related to municipal waterworks systems, sanitary and storm sewer collection systems.
- Oversee the regular testing of water quality and compliance with public water safety standards.
- Implement and monitor preventative maintenance programs from waterworks and sewer and equipment.
- Assist in preparation and management of annual budgets for water systems operations, maintenance and replacement.
- Respond to and resolve customer complaints.
- Train and mentor staff on water treatment operations and safety procedures.
- Develop and implement operational procedures and emergency response plans.
- Coordinate with other departments and agencies to ensure the smooth operation of the waterworks and sewer systems.
- Keeps inventory records, tracks materials used and maintenance records.
- Regularly updates the Village Director of Public Works on the progress and status of assigned projects and assists with operations and distribution planning.
- Prepare reports and presentations on the status of waterworks systems operations for management and stakeholders.
- Reviews of various alarms and reports.
- Updates and maintains water system and sewer mapping.
- Works with other department supervisors, agencies and employees as needed.
- Operates various construction equipment, dump trucks, sewer jetter, pick-up, and other equipment.
- Maintains a safe work environment.
- Other duties and responsibilities as assigned.

Knowledge, Skills and Abilities

- Thorough knowledge of waterworks systems (water treatment plant and distribution system) operations and sewer (sanitary and stormwater) collector systems.
- Strong ability to read utility maps and schematics.
- Effectively and consistently maintains strong working relationships with employees and the public.
- Ability to perform calculations related to the water utility.
- Must be familiar with layout of the water treatment plant and water distribution and sewer collection systems.
- Knowledge of the occupational hazards and safety precautions of the trade.
- Knowledge and experience with personal computers are required.

Water and Sewer Utilities Supervisor

Education, Experience and Special Requirements

- Preferred minimum of 5 years experience in managing waterworks systems (water treatment plant and distribution system) and facilities with supervisory experience.
- Minimum required high school diploma or GED with preference for water related certificate, associates degree, or higher education.
- Obtain relevant State of Wisconsin Department of Natural Resources (DNR) Water Operators certification within three (3) years of hire.
- Strong understanding of drinking water quality standards and regulatory requirements.
- Experience in the maintenance and repairs of waterworks systems and sewer systems.
- Proficient with waterworks operations software and technology.
- Ability to read and interpret technical manuals and blueprints.
- Problem-solving and decision-making skills.
- Excellent interpersonal and communication skills, written and verbal.
- Project management experience is a plus.
- Valid Wisconsin Commercial Driver's License - class A and class B-CDL.
- Project management experience.
- First Aid and CPR certified is a plus.

Physical Requirements

- Work is primarily performed in field, near moving parts and in the outside weather conditions. The employee will be exposed to wet and/or humid conditions, extreme heat, extreme cold and vibration.
- Requires ability to perform heavy manual labor for extended periods under unfavorable weather conditions.
- The employee may occasionally lift and/or move objects up to 100 pounds.
- The noise level in the work environment, on occasion, may exceed 85 decibels and requires hearing protection.
- Employee is required to be on rotating stand-by call and report to the Williams Bay Utilities facility within 30 minutes of notification when needed.

VILLAGE OF WILLIAMS BAY POSITION VACANCY

POSITION TITLE: Utilities Supervisor (Williams Bay Utilities)

DESCRIPTION OF DUTIES: The Water and Sewer Utilities Supervisor (Utilities Supervisor) oversees the operations, maintenance and construction of the Village of Williams Bay municipal waterworks systems (water treatment plant and distribution system) and sanitary and storm sewer collection systems. This is a working position and is responsible for daily operations, work scheduling, and water and sewer crew leadership. The position supervises up to 4 full-time staff members. The Utilities Supervisor reports to the Director of Public Works.

Applicants should have a strong understanding of safety procedures. Applicant should have ability to work in all types of weather conditions and perform strenuous physical labor including heavy lifting and climbing. This position will occasionally require working outside normal working hours for on-call and emergency situations.

MINIMUM REQUIREMENTS:

- Preferred minimum of 5 years' experience in managing waterworks systems (water treatment plant and distribution system) and facilities with supervisory experience.
- Minimum required high school diploma or GED with preference for water related certificate, associates degree, or higher education.
- Obtain relevant State of Wisconsin Department of Natural Resources (DNR) Water Operators certification within three (3) years of hire.
- Strong understanding of drinking water quality standards and regulatory requirements.
- Experience in the maintenance and repairs of waterworks systems and sewer systems.
- Proficient with waterworks operations software and technology.
- Valid Wisconsin Commercial Driver's License - class A and class B-CDL.

RESPONSE TIME REQUIREMENT:

Employee is required to be on rotating stand-by call and report to the Williams Bay Utilities facility within 30 minutes of notification when needed.

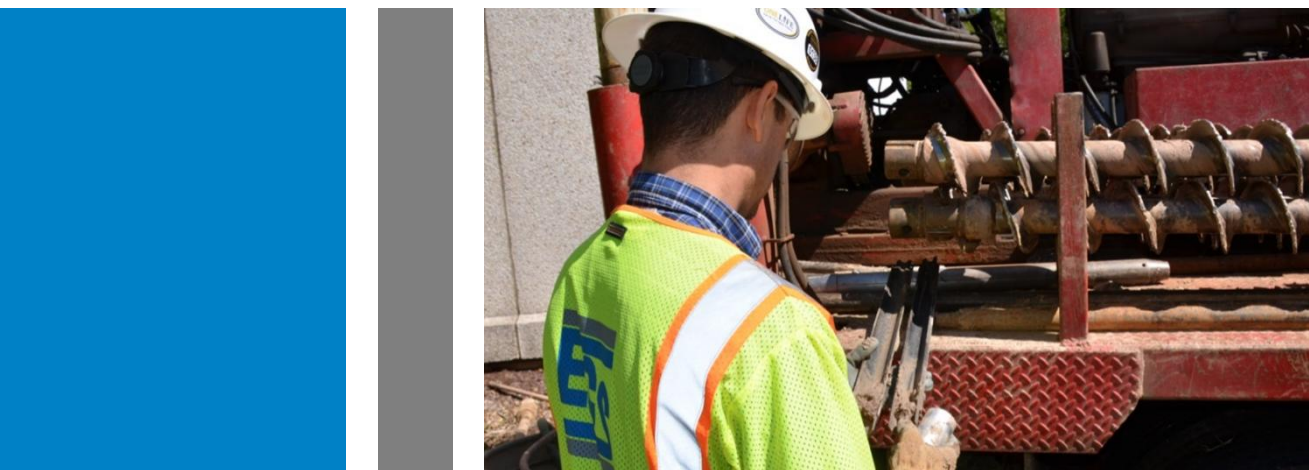
METHOD USED TO FILL POSITION: Candidate selection will be by open competitive process. A full position description is available on the Village's website at: <https://www.williamsbay.org/> or at Village Hall, located at 250 Williams Street, Williams Bay, WI 53191.

HOW TO APPLY: Application materials, including resume, cover letter, and three (3) references should be emailed to Director of Public Works Wayne Edwards at wedwards@vi.williamsbay.wi.gov or dropped off a Village Hall located at 250 Williams Street, Williams Bay, WI 53191.

COMPENSATION: Starting salary range will be \$35.00 to \$38.00 per hour, based on experience, plus excellent benefits, including participation in the State of Wisconsin Retirement System and Employee Trust Fund Medical/Dental/Vision Insurance.

CLOSING DATE: Position open until filled; review begins upon submittal.

THE VILLAGE OF WILLIAMS BAY IS AN EQUAL OPPORTUNITY EMPLOYER



ECS Midwest, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Sanitary Sewer Replacement

Walworth Road & Lackey Drive
Williams Bay, Walworth County, Wisconsin

ECS Proposal No. 42:4356-GP

October 7, 2025





October 7, 2025

Mr. Doug Snyder
Baxter & Woodman Consulting Engineers
256 S Pine St
Burlington, Wisconsin 53105

ECS Proposal No. 42:4356-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Sanitary Sewer Replacement
Walworth Road & Lackey Drive
Williams Bay, Walworth County, Wisconsin

Dear Mr. Snyder:

As requested, ECS Midwest, LLC (ECS) is pleased to provide the following **lump sum** proposal for subsurface exploration and geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have reviewed the Request for Proposal and discussed the overall project with your firm. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site. The following is a summary of the sources of information used in preparing this proposal:

- Email between Doug Snyder with Baxter & Woodman and Darin Maciolek with ECS on October 3, 2025.
- Project Overview sheet prepared by Baxter & Woodman plot dated October 3, 2025, which shows the desired boring locations.

Existing Site Conditions

The project site is generally located south of Walworth Road, between just south of Lackey Drive and Geneva Street (STH 67) in Williams Bay, Walworth County, Wisconsin. Existing site conditions include residential, industrial and commercial developments. A site-specific topographic survey was not available. The ground surface elevations at the site, estimated from the topographic information on the Walworth County GIS website, vary from approximately EL. 865 to EL. 880 feet.

Project Description

We understand the proposed project will include the construction of a sanitary sewer replacement. Specific details about the sewer diameter, material type and invert elevations were not provided with the request for proposal. ECS should be provided with plan and profile drawings prior to initiating our services to review the depth of borings and to make changes to our proposed scope and fee as necessary.

SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Utility Clearance

Per state law, our drilling subcontractor will contact Diggers Hotline, Inc. the public utility to locate underground utilities at the site. Typically, Diggers Hotline, Inc. will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Diggers Hotline, Inc. did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have not** included the cost of a private utility line locator in our “Base Services”. If private utilities are present that were not identified by the public system, we can provide a private utility line locator to reduce your liability for a lump sum fee of \$675. Please read the following section on private utility locator services and, if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

Site Access

Regarding site access, we have made the following assumptions:

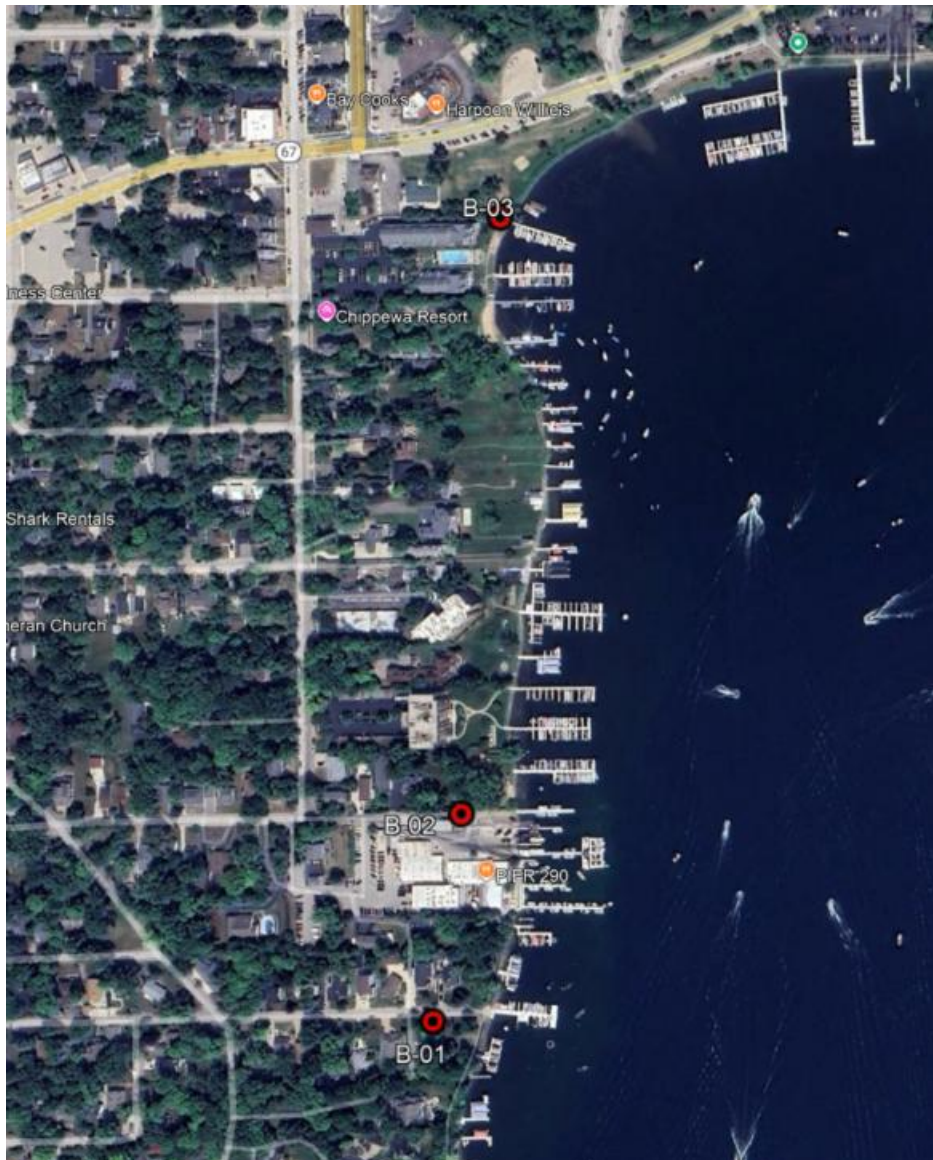
- No special permits or work outside of normal working hours will be required.
- Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination with landowners to obtain access permission will be provided by the client.

- Parking within the work areas will be blocked off prior to our arrival. ECS cannot be held responsible for damage to, nor the cleanliness of, vehicles not moved from the work area.
- Traffic control (signage, flaggers, arrow boards, etc.) is not required for drilling on or near existing streets or roadways.

Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- a. Field locate the test locations by handheld GPS unit. Elevations will be interpolated from the plans provided or referenced from available published topographical information.
- b. Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- c. Mobilize a track mounted drilling rig to the site.
- d. Perform soil test borings (ASTM 1586/1587 Standard Sampling) at the approximate requested locations shown on the figure below.



BORING NO.	PROPOSED STRUCTURE	REQUESTED DRILLING	TOTAL LINEAR FEET OF DRILLING
B-01 through B-03	Sewer	3 SPT* Borings to 15 feet deep	45
		Total Drilling Footage	45

*Standard Penetration Test

- e. Measure the depth of groundwater within each exploration location at the time of drilling and/or prior to backfilling.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first. Please note that a minimum charge of 10 feet will apply to each location terminated at a depth less than 10 feet.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations with the soil removed and mound the excess spoils back up over the test location. In pavement areas, we will patch the pavement surface with cold mix asphalt patch or quick setting concrete. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass, shrubs, trees, flower beds, or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement, gravel-covered, grass-covered areas, including the possible cutting of trees, or running over of brush and understory in wooded areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, replacement of bushes or the planting of trees, etc. If necessary, additional site repairs can be provided at an additional cost.

Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

LABORATORY TEST	QUANTITY
Natural Moisture Content	Cohesive Samples
Calibrated Hand Penetrometer	Cohesive Samples

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- A review of published soils mapping and/or geologic information.
- Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and topographic conditions, and/or available satellite imagery.

- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and a field exploration diagram.
- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering.
- f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Geotechnical-related design information for support of the proposed sanitary sewer, such as depth of water, anticipated excavation difficulties, and anticipated depth of adequate bearing material.
- j. Recommended allowable soil bearing pressure(s) for manhole/catch basin structures and estimates of predicted settlement.
- k. Evaluation of the on-site soil characteristics and a discussion of their suitability for reuse as engineered fill. We will also include compaction recommendations and suitable material guidelines.
- l. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

FEE

ECS will provide the services outlined in this proposal ("Base Services") for a lump sum fee of \$4,248, plus any optional services authorized.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services/fees are requested or required based on differing site conditions, unreported contaminated materials, access issues (i.e., snow cover, heavily wooded, soft subgrades, etc.) or difficult drilling conditions (i.e., SPT blow counts greater than 50 blows/foot or fill materials containing debris, etc.) we will contact your office (or assigned representative) for verbal and written authorization to proceed with the additional services.

SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions, as well as site access, utility clearance, and exploration crew availability at the time of notice to proceed. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate the following project schedule:

TASK	APPROXIMATE SCHEDULE
Mobilization	2-3 weeks
Field Exploration	1 day
Laboratory Testing	3 days
Engineering Report	1 week
Total	4-5 weeks

CLOSING

Our "Terms and Conditions of Service," are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS MIDWEST, LLC



Lauren McGovern
Geotechnical Staff Project Manager I
lmcgovern@ecslimited.com



Darin Maciolek, P.E.
Geotechnical Department Manager
dmaciolek@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service
Important Information about This Geotechnical Engineering Proposal

PROPOSAL ACCEPTANCE

Proposal No.: 42:4356-GP
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
 Project: Sanitary Sewer Replacement
 Location: Walworth Road & Lackey Drive, Williams Bay, Walworth County, Wisconsin
 Base Services: \$4,248

Client Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Optional Services

Private Utility Locator (\$675): ☐ Yes ☐ No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(please print or type)

Invoice Delivery Preference: ☐ Electronic (email) ☐ Hardcopy (USPS)

	<u>Invoice Addressee</u>	<u>Report Addressee</u>
Contact Name:	_____	_____
Company:	_____	_____
Title:	_____	_____
Email:	_____	_____
Mailing Address	_____	_____
City, State, Zip:	_____	_____
Telephone No.:	_____	_____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

- Phase I, II and III Environmental Site Assessments	- Third Party Mechanical, Electrical, Plumbing Inspections Services	- Building Envelope, Roofing, and Waterproofing Consultation
- Wetlands Delineations	- Construction Materials Testing and Special Inspections	- Specialty Materials and Forensics Testing
- Asbestos/Lead Paint Services	- LEED® Consulting Services	- Monitoring Services
- Indoor Air Quality/Mold Services	- Geo-Structural Design	- Pre- and Post-Construction Condition Assessments
- Natural Resources		
- Groundwater Remediation		



ECS Midwest, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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TOWN BANK[®]
N.A.
A WINTRUST COMMUNITY BANK

Set up
10/15

October 14, 2025

Re: Loan #910000701-1
Borrower's Name: Village of Williams Bay
Collateral Description: Unsecured

The amount required to repay the above referenced loan in full as of October 17, 2025, is as follows:

Current principal	\$321,786.92	
Interest	1,733.89	Daily accrual of 14.2122556

Total payoff	\$323,520.81	

Please add \$14.21 per diem for each additional day after October 17, 2025. If closing will not occur prior to October 27, 2025, a new payoff letter will be required.

Please note that no further loan advances and/or drafts can be made or will be allowed on this loan until the expiration of this payoff letter. If the loan is currently on ACH, the ACH will be discontinued to avoid any further transactions. However, any ACH payments that are pending within 10 days of the issuance of this letter will not be cancelled. If the loan is not paid-off, please contact your Loan Officer to reinstate the ACH.

Payoff quotation figures are subject to change without notice. Normal escrow disbursements will continue to be made and payments will continue to be processed. If a loan payment is due prior to the date of closing, please continue to remit your monthly payment to avoid delinquent status. If a payment is not received by the due date, additional late fees may be incurred. Payoffs will be posted on the banking day of receipt, excluding Sundays and Federal Holidays.

Upon receipt of payment in full we will release the liens used to secure this loan on the above listed collateral and the loan will be closed.

Town Bank, N.A. retains sole authority to prepare and record the release of its liens for this loan. No outside party may prepare or record the release of Town Bank's, N.A. liens without Town Bank's, N.A. liens prior written consent.

Mail payoffs to: Town Bank, N.A.
Attn: Loan Operations, 4th Floor
9801 West Higgins
Box 48
Rosemont, IL 60018

To Wire Payoff: Town Bank, N.A.
Attn: Loan Operations, 4th Floor
9801 West Higgins
Rosemont, IL 60018
ABA # 075917843
Account #1367010000000000000
Reference #910000701-1 Village of Williams

The total amount due is subject to any disbursements made or payments received after issuance of the Payoff letter. **ALL FIGURES AND RELEASE OF LIENS ARE SUBJECT TO A FINAL AUDIT OF BANK RECORDS.**

Should you need any further assistance, please do not hesitate to call (414) 255-1007.

Sincerely,

Marylou Schirpke
Relationship Manager

VILLAGE OF WILLIAMS BAY
Engineer's Report – 2024 Street Rehabilitation
Project No. 2400607.00
October 30, 2025

- Rock Road is the Contractor. The completion date was July 25, 2025; the liquidated damage amount is \$500/calendar day. The work is not yet complete.
- Punch list items:
 - Repair the southeast corner of E. Geneva St. and Cedar Point is holding water and needs to be repaired.
 - Touch up shoulders in Lakewood Trails.
- Contract Amount - \$1,171,312.32; Pay Applications to Date - \$1,187,506.53
- Engineer Estimated Remaining Cost: \$50,645.05; Contractor Estimated Remaining Cost: \$93,147.74.
- The change order work is complete; we are not in agreement with the cost of some of the work. See the attached project change orders—they are summarized below with the differences between Engineer and Contractor.
 - Change order #1 – Cedar Point Striping: \$13,000 was previously approved by the Board.
 - Change order #2 – Milling Lakewood Trails: Rock Road is asking for \$28,291.23 in additional trucking because the work was switched from pulverizing to milling to avoid paving all the driveways at a higher cost. We recommend paying \$14,000 because there was additional trucking but grading of pulverized material was eliminated.
 - Change order #3 – Lakewood shoulder restoration: Rock Road is asking for \$15,073.69 at \$2.88/LF. That is a reasonable price, they didn't do a very good job and need to touch up a few areas.
 - Change order #4 – East Geneva Culvert: Rock Road is asking for \$17,212.63. We recommend paying \$12,412.55 based on the bid price for 15" RCP.
- Options for a plan forward:
 - Pay them what they want and waive the liquidated damage only after they complete the punch list.
 - Pay them what they want with the change order and assess liquidated damages only after they complete the punch list— since the liquidated damage amount is more than the difference in what they are requesting, the Village can either just cover the extra cost or maximize the Village benefit. We recommend the Village simply use the liquidated damage to cover their extra cost.

P:\WLMSV\2400607-2024 Roadway Improvements\Engineer Report 10-30-25.docx

00 63 63

CHANGE ORDER #1

PROJECT: 2024 Roadway Improvements

DATE OF ISSUANCE: August 20, 2025

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

ENGINEER: Baxter & Woodman, Inc.
256 S. Pine St.
Burlington WI, 53105

CONTRACTOR: Rock Road Companies, Inc.
P.O. Box 1818
Janesville, WI 53547

ENGINEER's Project No. 2400607.00

You are directed to make the following changes in the Contract Documents:

Description: Add double yellow centerline on Cedar Point Drive from East Geneva St. to the east Village boundary.

Purpose of Change Order: Pavement repairs on Cedar Point Drive removed more centerline striping than expected.

Attachments: None

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,171,312.32

Previous Change Orders:
No. _____ to No. _____ \$0.00

Current Contract Price: \$1,171,312.32

Net increase of this Change Order: \$13,000.00

Contract Price with this Change Order: \$1,184,312.32

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF WILLIAMS BAY, WI

ACCEPTED:
ROCK ROAD COMPANIES, INC.

By _____
Brett D. Biwer, P.E.
Project Manager

By _____
Adam Jaramillo
Village President

Signed by:

Rawn Flowers
Project Manager

CHANGE ORDER FORM
00 63 63-1

00 63 63

CHANGE ORDER #2

PROJECT: 2024 Roadway Improvements

DATE OF ISSUANCE: August 20, 2025

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

ENGINEER: Baxter & Woodman, Inc.
256 S. Pine St.
Burlington WI, 53105

CONTRACTOR: Rock Road Companies, Inc.
P.O. Box 1818
Janesville, WI 53547

ENGINEER's Project No. 2400607.00

You are directed to make the following changes in the Contract Documents:

Description: Change from pulverizing to milling the existing asphalt in Lakewood Trails.

Purpose of Change Order: Milling will allow the driveways to match the final road grade eliminating the cost to remove and replace additional driveway area.

Attachments: Quote from Rock Road

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,171,312.32

Previous Change Orders:
No. 1 to No. _____ \$13,000.00

Current Contract Price: \$1,184,312.32

Net increase of this Change Order: \$28,291.23

Contract Price with this Change Order: \$1,212,603.55

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Change from previous Change Orders: None

Current Contract Time:	
Substantial Completion:	May 23, 2025
Completion:	July 25, 2025

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF WILLIAMS BAY, WI

ACCEPTED:
ROCK ROAD COMPANIES, INC.

By Brett D. Biwer, P.E.
Project Manager

By Adam Jaramillo
Village President

By Rain Flowers
Rain Flowers
Project Manager

CHANGE ORDER FORM
00 63 63-1



ROCK ROAD COMPANIES, INC.

• P.O. Box 1818 • Janesville, WI 53547-1818 • Phone (608) 752-8944 • Fax: (608) 365-1113

To:	Williams Bay, Village Of	Contact:	
Address:	250 WILLIAMS STREET Williams Bay, WI 53191	Phone:	
Project Name:	Williams Bay, Village Of - 2024 Roadway Improvements (MILLING)	Bid Number:	250388 - 52.24053 - 99002
Project Location:	Various Streets, Williams Bay, WI	Bid Date:	8/29/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
ADD					
99002.1	MILLING HMA FULL DEPTH (ODLING)	23,001.00	SY	\$3.85	\$88,553.85
Total Price for above ADD Items:					\$88,553.85
DEDUCT					
49	3*ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH (REPLACES ITEM 58)	23,001.00	SY	\$2.62	\$60,262.62
Total Price for above DEDUCT Items:					\$60,262.62
Total					\$28,291.23

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Rock Road Companies, Inc.

Authorized Signature: _____

Estimator: Bobby Kennedy

(608) 752-8944 rjkennedy@rockroads.com

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CHANGE ORDER #3

PROJECT: 2024 Roadway Improvements

DATE OF ISSUANCE: August 20, 2025

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

ENGINEER: Baxter & Woodman, Inc.
256 S. Pine St.
Burlington WI, 53105

CONTRACTOR: Rock Road Companies, Inc.
P.O. Box 1818
Janesville, WI 53547

ENGINEER's Project No. 2400607.00

You are directed to make the following changes in the Contract Documents:

Description: Additional shoulder/lawn restoration in Lakewood Trails.

Purpose of Change Order: Fill gap between the edge of the road and lawn terrace with topsoil and seed.

Attachments: Email quote from Rock Road

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,171,312.32

Previous Change Orders:
No. 1 to No. 2 \$41,291.23

Current Contract Price: \$1,212,603.55

Net increase of this Change Order: \$15,073.69

Contract Price with this Change Order: \$1,227,677.24

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF WILLIAMS BAY, WI

ACCEPTED:
ROCK ROAD COMPANIES, INC.

By Brett D. Biwer, P.E.
Project Manager

By Adam Jaramillo
Village President

Signed by:
Rain Flowers
Project Manager

Brett D. Biwer

From: Raun Flowers <rflowers@rockroads.com>
Sent: Friday, August 15, 2025 5:32 PM
To: Brett D. Biwer
Cc: Douglas R. Snyder
Subject: RE: Williams Bay - Anticipated final cost
Attachments: Culvert Pipe Re-design and Utility Conflicts.pdf; Pulverize deduct, Mill add Final Cost.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

*** **CAUTION: Think Security!** This email originated from outside of Baxter & Woodman, Inc. Do not click on links or open attachments unless you recognize the sender and know that the content is safe.

Brett,

Sorry for getting this to you a day late, Im sure your just as busy. That time of year.

I would need to know if we are completing that LNFT pricing I sent for Lakewood Trails, I would think a safe estimate is 7200lnft @ \$2.88 = **\$20,736.00** for the restoration.
Also, will we be completing the Cedar Point striping?

Subtract lawn restoration bid price.
 $\$20,736.00 - \$5,662.31 = \$15,073.69$

Obviously restoration for Geneva st etc will need to be paid still, any outstanding items like traffic control will need to be brought to 100% which will all be on the next pay app,

Attached are the 2 outstanding change orders currently.

The one for Milling vs Pulverizing in Lakewood Trails comes to \$88,553.85

You are currently paid out under that item to \$60,262.62 so remaining would be \$28,291.23

Let me know if you want to pay this in a CO format or if you want to pay under another item, or just over plan qty for the difference.

I have a T&M Cost sheet for the culvert pipe utility conflict / re-design with everything broken out. \$17,212.63

Thanks
Raun,



Raun Flowers
Rock Road Companies, Inc.
301 W B-R Townline Rd | Janesville, WI 53546
PO Box 1818 | Janesville, WI 53547-1818
C 608.751.1941
rflowers@rockroads.com | www.rockroads.com

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CHANGE ORDER #4

PROJECT: 2024 Roadway Improvements	DATE OF ISSUANCE: August 20, 2025
OWNER: Village of Williams Bay 250 Williams Street Williams Bay, WI 53191	ENGINEER: Baxter & Woodman, Inc. 256 S. Pine St. Burlington WI, 53105
CONTRACTOR: Rock Road Companies, Inc. P.O. Box 1818 Janesville, WI 53547	ENGINEER's Project No. 2400607.00

You are directed to make the following changes in the Contract Documents:

Description: Installation of a 15" RCP culvert across E. Geneva St. at Menominee Rd.

Purpose of Change Order: Provide drainage from the Menominee Rd. ditch across E. Geneva St. to the north.

Attachments: Time and material quote from Rock Road.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,171,312.32

Previous Change Orders:
No. 1 to No. 3 \$56,364.92

Current Contract Price: \$1,227,677.24

Net increase of this Change Order: \$17,212.63

Contract Price with this Change Order: \$1,244,889.87

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF WILLIAMS BAY, WI

ACCEPTED:
ROCK ROAD COMPANIES, INC.

By Brett D. Biwer, P.E.
Project Manager

By Adam Jaramillo
Village President

Signed by:
Rain Flowers
Project Manager



ROCK ROAD COMPANIES, INC.

• P.O. Box 1779 • Janesville, WI 53547-1779 • Phone (608) 752-8944 • Fax: (608) 365-1113

To:	Baxter Woodman / Village of Williams Bay
Customer Address:	
Customer PO #:	
RR Project #	52.24053
Project Name:	Williams Bay Road Improvements
Extra Work Date:	5.07 & 5.08.2025
Description of Work:	5.07 (Yellow)Utilities in way of plan grades, 5.08(Orange) re-design and install

Labor					
Description	Qty	UOM	Rate	Total Cost	
Foreman REG	6.50	HR	\$	106.96	\$ 695.24
Operator REG	6.00	HR	\$	99.81	\$ 598.86
Laborer REG	6.00	HR	\$	88.57	\$ 531.42
Laborer REG	6.00	HR	\$	88.57	\$ 531.42
Foreman REG	6.75	HR	\$	106.96	\$ 721.98
Operator REG	6.25	HR	\$	99.81	\$ 623.81
Laborer REG	6.25	HR	\$	88.57	\$ 553.56
Laborer REG	6.25	HR	\$	88.57	\$ 553.56
Total Labor				\$	4,809.86

Equipment					
Description	bui	UOM	Rate	Total Cost	
Backhoe - Mini	6.00	HR	\$	75.00	\$ 450.00
Backhoe - Tractor	6.00	HR	\$	90.00	\$ 540.00
Pipe Box Truck	6.00	HR	\$	60.00	\$ 360.00
Foreman Truck	6.50	HR	\$	44.00	\$ 286.00
Backhoe - Mini	6.25	HR	\$	75.00	\$ 468.75
Backhoe - Tractor	6.25	HR	\$	90.00	\$ 562.50
Pipe Box Truck	6.25	HR	\$	60.00	\$ 375.00
Foreman Truck	6.75	HR	\$	44.00	\$ 297.00
Skidloader	2.00	HR	\$	85.00	\$ 170.00
Total Equipment				\$	3,509.25

Trucking					
Description	Qty	UOM	Rate	Total Cost	
Trucking	4.50	HRS	\$	125.00	\$ 562.50
Trucking	5.75	HRS	\$	125.00	\$ 718.75
Total Trucking				\$	1,281.25

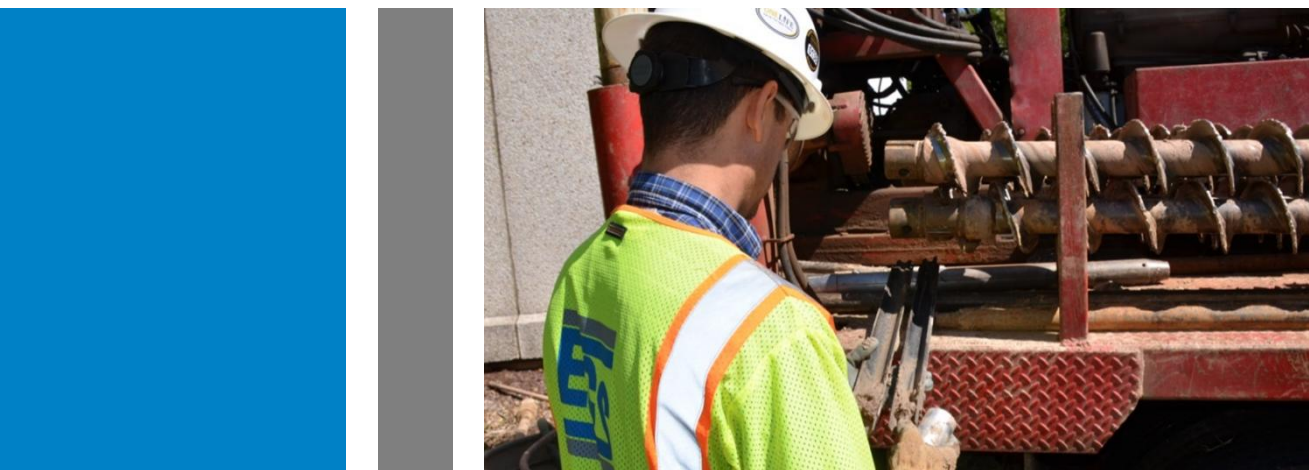
MOBILIZATIONS					
Description	Qty	UOM	Rate	Total Cost	
Equipment Mobilizations (CAT 308 & Tractor Backhoe)	2.00	EA	\$	500.00	\$ 1,000.00
Equipment Mobilizations (Tractor Backhoe)	1.00	EA	\$	500.00	\$ 500.00
Total Rentals				\$	1,500.00

Materials					
Description	Qty	UOM	Rate	Total Cost	
1 1/4" DGB	43.59	Ton	\$	8.40	\$ 366.16
15" FES	2.00	EA	\$	455.00	\$ 910.00
15" RCP	80.00	LF	\$	22.67	\$ 1,813.60
15" Grate	2.00	EA	\$	355.00	\$ 710.00
Light Load Charge delivery	1.00	EA	\$	400.00	\$ 400.00
Total Material				\$	4,199.76

Subcontractor					
Description	Qty	UOM	Rate	Total Cost	
				\$	-
Total Subcontractor				\$	-

NOTES

Total Labor	\$	4,809.86
Equipment	\$	3,509.25
Trucking	\$	1,281.25
Total MOB	\$	1,500.00
Subcontractor Cost	\$	-
Total Material	\$	4,199.76
SUB TOTAL	\$	15,300.11
12.5% MU	\$	\$1,912.51
INVOICE TOTAL	\$	17,212.63



ECS Midwest, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Sanitary Sewer Replacement

Walworth Road & Lackey Drive
Williams Bay, Walworth County, Wisconsin

ECS Proposal No. 42:4356-GP

October 7, 2025





October 7, 2025

Mr. Doug Snyder
Baxter & Woodman Consulting Engineers
256 S Pine St
Burlington, Wisconsin 53105

ECS Proposal No. 42:4356-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Sanitary Sewer Replacement
Walworth Road & Lackey Drive
Williams Bay, Walworth County, Wisconsin

Dear Mr. Snyder:

As requested, ECS Midwest, LLC (ECS) is pleased to provide the following **lump sum** proposal for subsurface exploration and geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have reviewed the Request for Proposal and discussed the overall project with your firm. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site. The following is a summary of the sources of information used in preparing this proposal:

- Email between Doug Snyder with Baxter & Woodman and Darin Maciolek with ECS on October 3, 2025.
- Project Overview sheet prepared by Baxter & Woodman plot dated October 3, 2025, which shows the desired boring locations.

Existing Site Conditions

The project site is generally located south of Walworth Road, between just south of Lackey Drive and Geneva Street (STH 67) in Williams Bay, Walworth County, Wisconsin. Existing site conditions include residential, industrial and commercial developments. A site-specific topographic survey was not available. The ground surface elevations at the site, estimated from the topographic information on the Walworth County GIS website, vary from approximately EL. 865 to EL. 880 feet.

Project Description

We understand the proposed project will include the construction of a sanitary sewer replacement. Specific details about the sewer diameter, material type and invert elevations were not provided with the request for proposal. ECS should be provided with plan and profile drawings prior to initiating our services to review the depth of borings and to make changes to our proposed scope and fee as necessary.

SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Utility Clearance

Per state law, our drilling subcontractor will contact Diggers Hotline, Inc. the public utility to locate underground utilities at the site. Typically, Diggers Hotline, Inc. will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Diggers Hotline, Inc. did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have not** included the cost of a private utility line locator in our “Base Services”. If private utilities are present that were not identified by the public system, we can provide a private utility line locator to reduce your liability for a lump sum fee of \$675. Please read the following section on private utility locator services and, if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

Site Access

Regarding site access, we have made the following assumptions:

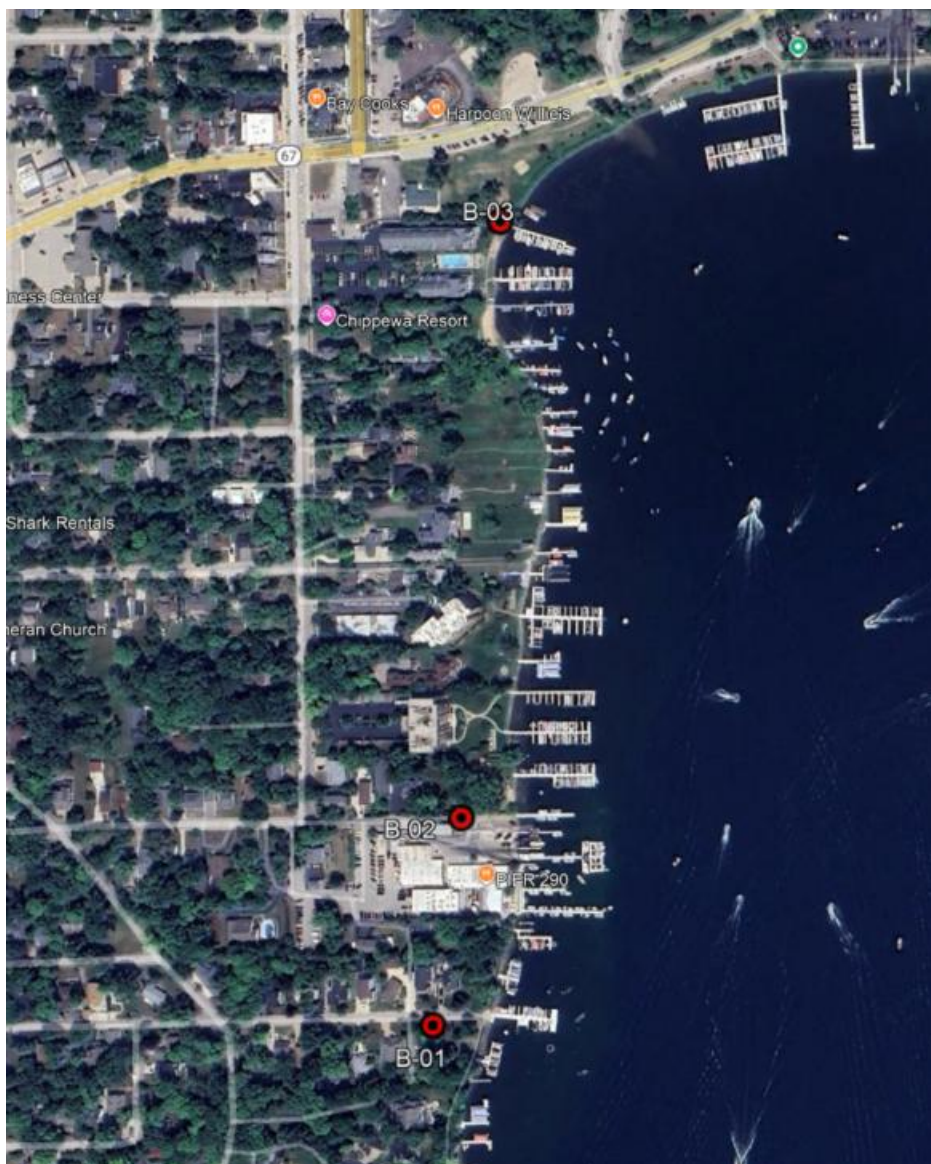
- No special permits or work outside of normal working hours will be required.
- Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination with landowners to obtain access permission will be provided by the client.

- Parking within the work areas will be blocked off prior to our arrival. ECS cannot be held responsible for damage to, nor the cleanliness of, vehicles not moved from the work area.
- Traffic control (signage, flaggers, arrow boards, etc.) is not required for drilling on or near existing streets or roadways.

Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- a. Field locate the test locations by handheld GPS unit. Elevations will be interpolated from the plans provided or referenced from available published topographical information.
- b. Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- c. Mobilize a track mounted drilling rig to the site.
- d. Perform soil test borings (ASTM 1586/1587 Standard Sampling) at the approximate requested locations shown on the figure below.



BORING NO.	PROPOSED STRUCTURE	REQUESTED DRILLING	TOTAL LINEAR FEET OF DRILLING
B-01 through B-03	Sewer	3 SPT* Borings to 15 feet deep	45
		Total Drilling Footage	45

*Standard Penetration Test

- e. Measure the depth of groundwater within each exploration location at the time of drilling and/or prior to backfilling.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first. Please note that a minimum charge of 10 feet will apply to each location terminated at a depth less than 10 feet.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations with the soil removed and mound the excess spoils back up over the test location. In pavement areas, we will patch the pavement surface with cold mix asphalt patch or quick setting concrete. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass, shrubs, trees, flower beds, or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement, gravel-covered, grass-covered areas, including the possible cutting of trees, or running over of brush and understory in wooded areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, replacement of bushes or the planting of trees, etc. If necessary, additional site repairs can be provided at an additional cost.

Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

LABORATORY TEST	QUANTITY
Natural Moisture Content	Cohesive Samples
Calibrated Hand Penetrometer	Cohesive Samples

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- A review of published soils mapping and/or geologic information.
- Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and topographic conditions, and/or available satellite imagery.

- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and a field exploration diagram.
- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering.
- f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Geotechnical-related design information for support of the proposed sanitary sewer, such as depth of water, anticipated excavation difficulties, and anticipated depth of adequate bearing material.
- j. Recommended allowable soil bearing pressure(s) for manhole/catch basin structures and estimates of predicted settlement.
- k. Evaluation of the on-site soil characteristics and a discussion of their suitability for reuse as engineered fill. We will also include compaction recommendations and suitable material guidelines.
- l. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

FEE

ECS will provide the services outlined in this proposal ("Base Services") for a lump sum fee of \$4,248, plus any optional services authorized.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services/fees are requested or required based on differing site conditions, unreported contaminated materials, access issues (i.e., snow cover, heavily wooded, soft subgrades, etc.) or difficult drilling conditions (i.e., SPT blow counts greater than 50 blows/foot or fill materials containing debris, etc.) we will contact your office (or assigned representative) for verbal and written authorization to proceed with the additional services.

SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions, as well as site access, utility clearance, and exploration crew availability at the time of notice to proceed. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate the following project schedule:

TASK	APPROXIMATE SCHEDULE
Mobilization	2-3 weeks
Field Exploration	1 day
Laboratory Testing	3 days
Engineering Report	1 week
Total	4-5 weeks

CLOSING

Our "Terms and Conditions of Service," are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS MIDWEST, LLC



Lauren McGovern
Geotechnical Staff Project Manager I
lmcgovern@ecslimited.com



Darin Maciolek, P.E.
Geotechnical Department Manager
dmaciolek@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service
Important Information about This Geotechnical Engineering Proposal

PROPOSAL ACCEPTANCE

Proposal No.: 42:4356-GP
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
 Project: Sanitary Sewer Replacement
 Location: Walworth Road & Lackey Drive, Williams Bay, Walworth County, Wisconsin
 Base Services: \$4,248

Client Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Optional Services

Private Utility Locator (\$675): ☐ Yes ☐ No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(please print or type)

Invoice Delivery Preference: ☐ Electronic (email) ☐ Hardcopy (USPS)

	<u>Invoice Addressee</u>	<u>Report Addressee</u>
Contact Name:	_____	_____
Company:	_____	_____
Title:	_____	_____
Email:	_____	_____
Mailing Address	_____	_____
City, State, Zip:	_____	_____
Telephone No.:	_____	_____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

- Phase I, II and III Environmental Site Assessments	- Third Party Mechanical, Electrical, Plumbing Inspections Services	- Building Envelope, Roofing, and Waterproofing Consultation
- Wetlands Delineations	- Construction Materials Testing and Special Inspections	- Specialty Materials and Forensics Testing
- Asbestos/Lead Paint Services	- LEED® Consulting Services	- Monitoring Services
- Indoor Air Quality/Mold Services	- Geo-Structural Design	- Pre- and Post-Construction Condition Assessments
- Natural Resources		
- Groundwater Remediation		



ECS Midwest, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF WILLIAMS BAY

By: William B. Duncan
William Duncan, President

Attest: Tina Kolls
Tina Kolls, Clerk

EXHIBIT A

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

Site Name: Williams Bay

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (this “Agreement”) is made this 19th day of August 2024, by and between **VILLAGE OF WILLIAMS BAY**, (“Optionor”), and **TOWERCOM V-B, LLC**, a Delaware limited liability company (“Optionee”).

I. OPTION TO LEASE

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

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

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

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

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

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

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

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

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

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

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

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

II. GROUND LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

16. Improvements; Utilities; Access; Tower Lighting.

(a) Subject to the review and approval of Lessor's engineer and, to the extent applicable, Lessor's building inspector, Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelters and related facilities, and security fencing (8 foot) (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. Lessee agrees to allow Lessor, at no cost to Lessor, to utilize the top twenty (20) feet of the communications tower containing approximately 15,000 square inches for its public service use, and utilize tower space below the 100' RAD to install a tornado siren, together with ground area sufficient to provide such use.

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

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

(d) Lessor represents and warrants to Lessee that Lessee shall have ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), at all times during this Lease, from the Leased Premises to an open and improved public road which presently exists, and which Easements shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall

execute an easement evidencing this right and Lessor shall maintain access to the Easements in a free and open condition so that no interference is caused by Lessor, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easements. Lessor shall provide such access to the Leased Premises across Lessor's adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

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

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

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

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

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

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

18. Sublessee's Improvements. Subject to review and approval of Lessor's engineer, Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to, antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be

installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easements as if said licensee or sublessee were the Lessee under this Lease. Each Wireless Carrier shall be required to install a generator or batteries as backup power for its telecommunications equipment.

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

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

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

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

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

(b) **Contractor's Workers Compensation Insurance.** Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction of the Tower Facilities to procure and maintain, statutory worker's compensation and employer's liability insurance during the term of its construction contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (i) \$2,000,000.00 each accident-bodily injury by disease, (ii) \$2,000,000.00 policy limit-bodily injury by accident and (iii) \$2,000,000.00 each disease-bodily injury by disease. Lower limits are satisfactory as long as a \$2,000,000.00 Umbrella/Excess Liability Policy is in effect. Lessee shall provide at least thirty (30) days prior written notice to Lessor (ten [10] days' notice shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced prior to cancellation. A certificate evidencing such coverage shall be provided to Lessee and Lessor or, if such insurance is provided by a private carrier, a completed certificate of insurance on an ACORD form shall be provided to Lessee and Lessor from each contractor entering into a construction contract for the Tower Facilities. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to furnish similar worker's compensation insurance.

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

23. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall

not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sublessees. The foregoing indemnity shall survive any termination of this Lease.

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

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

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

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

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

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

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

29. Assignments and Subleases.

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

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

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

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

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

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

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

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

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

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

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

the bond is to ensure that the Tower Facilities will be removed and the Leased Premises restored at termination or expiration of this Lease, if so elected by the Lessor.

39. Miscellaneous.

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

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

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

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

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

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

LESSOR:

Village of Williams Bay

By: William B Duncan

Print Name: William Duncan

Bill Duncan

Title: Village President

Date: 8-21-2024

Attest: Tina Kolls

Tina Kolls

Title: Village Clerk

Date: 8-21-2024

LESSEE:

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

By: _____

Paul M. Bulloch, Jr.
Vice President

Date: _____

EXHIBIT A

Description of Leased Premises and Easements

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

Tax Parcel I.D. # of parent tract:

WWUP 00021A

Physical Address of parent tract:
88.547670°

approximate coordinates of 42.583505° latitude and -

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

EXHIBIT B

Survey or Site Plan

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

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

Prepared by and return to:

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

Site Name: Williams

Bay

MEMORANDUM OF LEASE

This Memorandum of Lease is made on August 21, 2024, by and between **VILLAGE OF WILLIAMS BAY**, as Lessor, whose address is 250 Williams Street Willaims Bay, Wisconsin 53191, and **TOWERCOM V-B, LLC**, a Delaware limited liability company, as Lessee, whose address is 241 Atlantic Boulevard, Suite 201, Neptune Beach, Florida 32266.

1. Lessor and Lessee are parties to an Option and Ground Lease Agreement dated as of August 21, 2024 (the "Lease Agreement"); the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease Agreement are located in **Walworth County, Wisconsin**, as more fully described in the legal description attached hereto as **Exhibit A** ("Leased Premises").
2. Pursuant to the Lease Agreement, the Lessor has granted, and by these presents does grant, to the Lessee non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Lessor's property, the location of said easements being shown on **Exhibit B** hereto (the "Easements"). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.
3. The Lease Agreement provides for an initial term of ten (10) years and eight (8) additional five (5) year terms, which shall occur automatically unless Lessee delivers written notice of intent not to renew to Lessor at least twelve (12) months prior to the expiration of the initial term, or the renewal term then in effect.

4. The Lease Agreement provides that during the term of the Lease Agreement neither Lessor nor any tenant or person or entity claiming by or through Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower, or operate an antenna site leasing business which competes directly or indirectly with Lessee on the lands of Lessor within a radius of two (2) miles of the Leased Premises.

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

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

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

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (this "Agreement") is made this ___ day of _____ 2025, by and between **VILLAGE OF WILLIAMS BAY**, ("Optionor"), and **TOWERCOM V-B, LLC**, a Delaware limited liability company ("Optionee").

I. OPTION TO LEASE

1. **Grant of Option.** For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease ("Option") a certain parcel of real property, located on Williams Street at the approximate coordinates of 42.576499° latitude and -88.522228°, Williams Bay, Wisconsin in Walworth County ("Site") more particularly described on **Exhibit A** and on the survey or site plan attached hereto as **Exhibit B** ("Leased Premises"), together with non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Optionor's property, the location of said easements being shown on **Exhibit B** hereto ("Easements"). The easement rights herein granted include the right and authority of Optionee as described herein, to grant or assign to third parties all or some of the easement rights granted to Optionee herein. Optionor agrees and acknowledges the Optionee may, at Optionee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easements, and that the legal description of the Leased Premises and the Easements, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easements.

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

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

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

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

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

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

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

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

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

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

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

II. GROUND LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelters and related facilities, and security fencing (8 foot) (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. Lessee agrees to allow Lessor, at no cost to Lessor, to utilize the top ten (10) feet of the communications tower containing approximately 15,000 square inches for its public service use, and utilize tower space below the 100' RAD to install a tornado siren, together with ground area sufficient to provide such use.

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

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

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

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

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

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

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

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

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

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

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

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

20. **Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee. Provided that the provisions of Paragraph 17 and Paragraph 38 concerning removal of the Tower Facilities and Paragraph 39(a) shall remain in effect.

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

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

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

claims occurring on or about the Leased Premises or growing out of the use and occupancy of the Leased Premises.

(b) Contractor's Workers Compensation Insurance. Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction of the Tower Facilities to procure and maintain, statutory worker's compensation and employer's liability insurance during the term of its construction contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (i) \$2,000,000.00 each accident-bodily injury by disease, (ii) \$2,000,000.00 policy limit-bodily injury by accident and (iii) \$2,000,000.00 each disease-bodily injury by disease. Lower limits are satisfactory as long as a \$2,000,000.00 Umbrella/Excess Liability Policy is in effect. Lessee shall provide at least thirty (30) days prior written notice to Lessor (ten [10] days' notice shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced prior to cancellation. A certificate evidencing such coverage shall be provided to Lessee and Lessor or, if such insurance is provided by a private carrier, a completed certificate of insurance on an ACORD form shall be provided to Lessee and Lessor from each contractor entering into a construction contract for the Tower Facilities. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to furnish similar worker's compensation insurance.

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

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

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

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

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

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

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

As to Lessor: Village of Williams Bay
Attention: Village Administrator
250 Williams Street
Williams Bay, Wisconsin 53191
Phone: (262) 245-2700
E-mail address: admin@vi.williamsbay.wi.gov

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

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

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

29. **Assignments and Subleases.**

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

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

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

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

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

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

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

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

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

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

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

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

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

39. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

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

LESSOR:

Village of Williams Bay

By: _____

Print Name: _____

Title: President

Date: _____

Attest: _____

Tina Kolls
Clerk

Date: _____

LESSEE:

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

By: _____

Paul M. Bulloch, Jr.
Vice President

Date: _____

EXHIBIT A

Description of Leased Premises and Easements

A **5,400 sq ft** parcel of land for the tower compound being located around the base of the tower, together with a 30-foot wide non-exclusive easement for access and utilities, and, if required, a 10- foot wide non-exclusive easement for utilities all being a portion of the Site. The legal description of the Leased Premises and Easements shall be determined by survey and shall thereafter replace this **Exhibit A**.

Tax Parcel I.D. # of parent tract: WHV 00059 WHV 00061

Physical Address of parent tract: Potawatomi Road
Williams Bay, Wisconsin

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

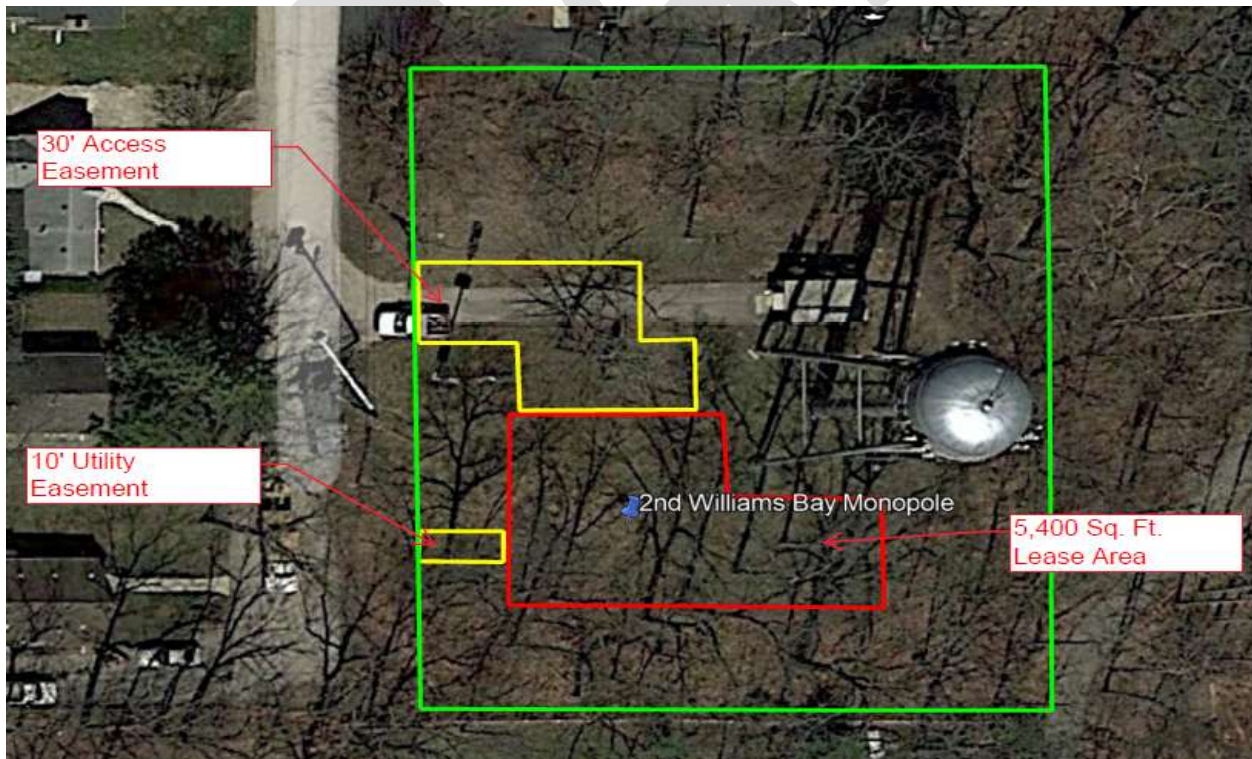


EXHIBIT B

Survey or Site Plan

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

DRAFT

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

Prepared by and return to:

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

Name: Potawatomi Rd

MEMORANDUM OF LEASE

This Memorandum of Lease is made on _____, 2025, by and between **VILLAGE OF WILLIAMS BAY**, as Lessor, whose address is 250 Williams Street Willaims Bay, Wisconsin 53191, and **TOWERCOM V-B, LLC**, a Delaware limited liability company, as Lessee, whose address is 241 Atlantic Boulevard, Suite 201, Neptune Beach, Florida 32266.

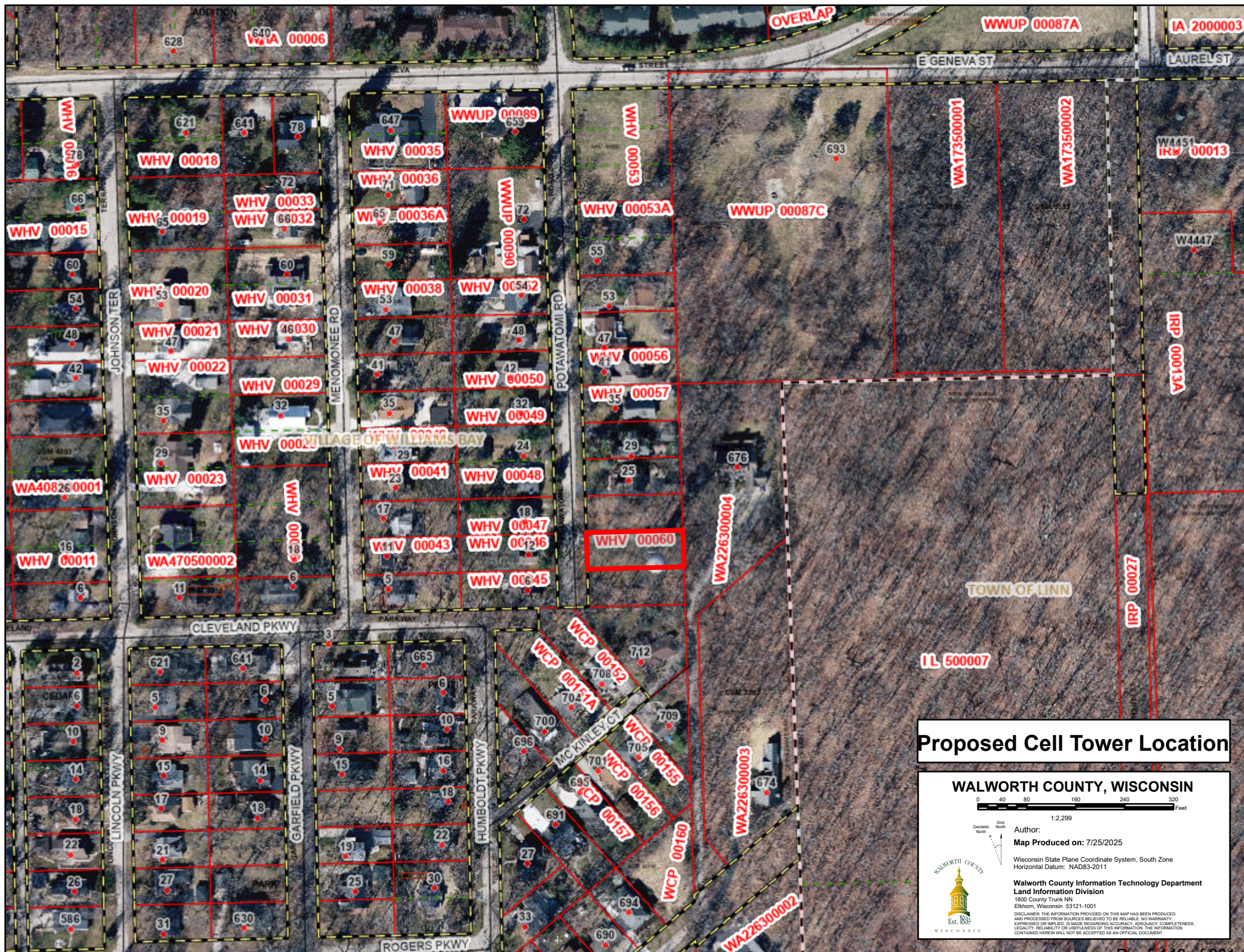
1. Lessor and Lessee are parties to an Option and Ground Lease Agreement dated as of _____, 2025 (the "Lease Agreement"); the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease Agreement are located in **Walworth County, Wisconsin**, as more fully described in the legal description attached hereto as **Exhibit A** ("Leased Premises").
2. Pursuant to the Lease Agreement, the Lessor has granted, and by these presents does grant, to the Lessee non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Lessor's property, the location of said easements being shown on **Exhibit B** hereto (the "Easements"). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.
3. The Lease Agreement provides for an initial term of ten (10) years and eight (8) additional five (5) year terms, which shall occur automatically unless Lessee delivers written notice of intent not to renew to Lessor at least twelve (12) months prior to the expiration of the initial term, or the renewal term then in effect.
4. The Lease Agreement provides that during the term of the Lease Agreement neither Lessor nor any tenant or person or entity claiming by or through Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower, or operate

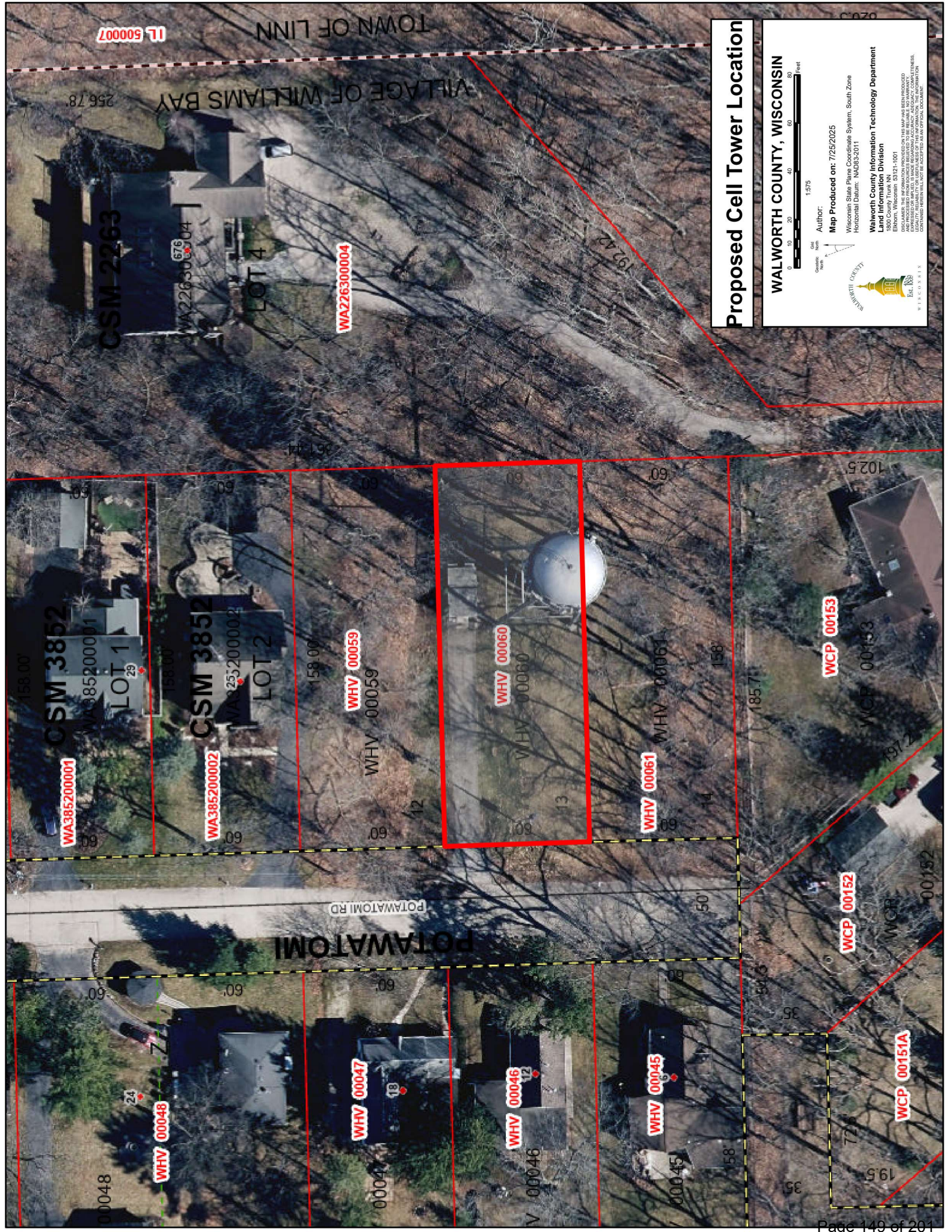
an antenna site leasing business which competes directly or indirectly with Lessee on the lands of Lessor within a radius of two (2) miles of the Leased Premises.

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

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

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





Proposed Cell Tower Location

WALWORTH COUNTY, WISCONSIN

Scale: 1:575
0 10 20 40 60 80 Feet

Author:
Map Produced on: 7/25/2025
Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011

Walworth County Information Technology Department
Information Systems Division
1400 Cass Street
Elsenhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP WAS DERIVED FROM PUBLICLY AVAILABLE SOURCES AND IS PROVIDED AS IS. WALWORTH COUNTY INFORMATION TECHNOLOGY DEPARTMENT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION FOR ANY PURPOSE. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND REGULATORY APPROVALS. THIS MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF WALWORTH COUNTY INFORMATION TECHNOLOGY DEPARTMENT.

R-64-25

**RESOLUTION ESTABLISHING SALARIES AND EXPENSE REIMBURSEMENT LEVELS OF
VILLAGE PRESIDENT AND VILLAGE TRUSTEES FOR 2026**

WHEREAS, the salaries and expense reimbursement levels as well as the manner of their payment for the Village President and Village Trustees will be established by resolution of the Village Board and reviewed annually by the Village Board;

WHEREAS, it is appropriate to establish salary and expense reimbursement levels sufficient to encourage active interest in the electorate in serving as trustees of the Village of Williams Bay; and,

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

- (1) The Village President shall receive an annual salary of \$3,750;
- (2) The Village Trustees shall receive an annual salary of \$2,350;
- (3) The Village President and Village Trustees shall individually receive an annual expense payment of \$600 to reimburse them for expenses incurred by them in the performance of their duties;
- (4) Salary and expense reimbursement payments shall be paid in Quarterly installments;

Approved by the Village Board of the Village of Williams Bay this 17th day of November, 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

**VILLAGE OF WILLIAMS BAY
RESOLUTION R-65-25**

The Village Board of the Village of Williams Bay do resolve that the salaries and hourly wages be approved for the calendar year 2026, as follows:

Salaried Employees		Hourly Employees	
General Government		General Government	
Kolls, Tina	\$ 71,049.40 (1)	Stanek Cynthia	25.12 (3)
Wiese, Jennifer	84,872.00 (2)		
Lothspeich, David	120,772.88 (4)	Police Department	
		Borgen, Benjamin	\$ 43.39 (6)
Police Department		Erickson, Mark	\$ 43.39 (6)
Kostock, William	\$ 94,631.31	Hammett, Daniel	\$ 41.31 (6)
Timm, Justin	\$ 106,099.58	Herpel, Michaela	\$ 40.48 (6)
		Rudi, Valentino	\$ 38.20 (6)
Public Works/W&S		Raffel, Maddison	\$ 36.52 (6)
Edwards, Wayne	\$ 95,481.00 (5)	Wolski, Amy	\$ 23.34
		Nettesheim, Victoria	\$ 21.15
Recreation Department		Wright, Thomas	\$ 21.15
Knop, Ryan	\$ 78,506.60		
		Public Works/W&S	
Fire Department		Hansen, David	\$ 17.51
Fire Chief	\$ 8,784.25	Mehring, Richard	\$ 14.57
Assistant Fire Chief	\$ 4,722.07	Mueller, Grant	\$ 12.20
Fire Captain	\$ 3,513.70	Reynolds, James	\$ 27.89
Fire Inspector	\$ 6,588.19	Schiller, Josh	\$ 28.02
Fire Lieutenant	\$ 1,317.64	Robinson, Alexander	\$ 27.58
Fire Treasurer	\$ 878.43	Smith, Doug	\$ 34.02
Fire Secretary	\$ 713.99		
		Recreation Department	
Rescue Department		Koltz, Scott	\$ 20.60
Rescue Capt	\$ 3,513.70	Sylvester-Knudtson, Amy	\$ 17.57
Rescue Lieutenant	\$ 1,317.64		
Rescue Secretary	\$ 1,098.03	Beach/Lakefront	
		Returning Beach Manager	\$ 16.55
Dive Team		Returning Beach Attendant I	\$ 13.24
Dive Captain	\$ 988.76	New Hire Beach Attendant	\$ 12.08
		Returning Harbormaster	\$ 24.39
		Returning Launch Attendant I	\$ 17.65
		Returning Launch Attendant II	\$ 16.97
		New Hire Launch Attendant	\$ 16.48
		Fire/Rescue/Dive Department	
		Fire Dept Calls & Drill	\$ 18.67
		Fire Dept Meetings	\$ 9.89
		Fire Dept Training	\$ 13.17
		Rescue Dept Calls - EMR	\$ 16.01
		Rescue Dept Calls - EMT	\$ 23.34
		Rescue Dept Calls - AMET	\$ 25.46
		Rescue Dept Drills	\$ 13.15
		Rescue Dept Meetings	\$ 9.87
		Dive Team Drills	\$ 16.45
		Dive Team Meetings	\$ 9.87

Allocations:

- (1) GG Admin 50%, Water Fund 25%, Sewer Fund 25%
- (2) GG Admin 60%, Water Fund 20%, Sewer Fund 20%
- (3) GG Admin 25%, Water Fund 37.5, Sewer Fund 37.5%
- (4) GG Admin 70%, Water Fund 15%, Sewer Fund 15%
- (5) DPW 50%, Water Fund 25%, Sewer Fund 25%
- (6) Per 2023 - 2025 Police Union Contract

Passed and adopted this _____ day of _____, 2025.

VILLAGE OF WILLIAMS BAY:

Adam Jaramillo

ATTEST:

Tina Kolls, Clerk

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-68-25**

**A RESOLUTION AUTHORIZING CHANGE ORDERS FOR
VILLAGE ROADWAY IMPROVEMENTS PROGRAM 2024**

WHEREAS, the Village publicly solicited competitive bids for undertaking the 2024 Roadway Improvements Program ("**Paving**"), and the Village received one (1) bid in response to the Solicitation; and

WHEREAS, on September 16, 2024 the Village of Williams Bay Village Board, as recommended by the Streets & Highways Committee and Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to authorize the Bid by Rock Road Companies, LLC. ("Rock Road") in the amount of \$1,171,312.32 for the two alternate bid items (the "Bid"); and

WHEREAS, the Village Engineer presented the following change orders requested by the Rock Road:

Change Order #2 – Milling Lakewood Trails: Asking for \$28,291.23 in additional trucking because the work was switched from pulverizing to milling to avoid paving all the driveways at a higher cost.

Change Order #3 – Lakewood shoulder restoration: Asking for \$15,073.69 at \$2.88/LF.

Change Order #4 – East Geneva Culvert: Asking for \$17,212.63; and

WHEREAS, on November 3, 2025, the Village Streets & Highways Committee and Finance & Personnel Committee recommended approval of the ("Recommended Change Orders") as follows; and

Change Order #2 – Asking for \$28,291.23, recommend paying \$_____

Change Order #3 – Asking for \$15,073.69 at \$2.88/LF., recommend paying \$_____

Change Order #4 – Asking for \$17,212.63; recommend paying \$_____

WHEREAS, on November 3, 2025, the Village of Williams Village Board, as recommended by the Streets & Highways Committee and Finance & Personnel Committee, determined that it is in the best interests of the Village and its residents to authorize the Recommended Change Orders.

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

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

Section II: Approval. The President and Board of Trustees hereby approves the recommended change orders, therefore.

Approved by the Village Board of the Village of Williams Bay this 3rd day of November, 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A
(Village Engineer Rock Road Change Orders Recommendations)

DRAFT

VILLAGE OF WILLIAMS BAY
Engineer's Report – 2024 Street Rehabilitation
Project No. 2400607.00
October 30, 2025

- Rock Road is the Contractor. The completion date was July 25, 2025; the liquidated damage amount is \$500/calendar day. The work is not yet complete.
- Punch list items:
 - Repair the southeast corner of E. Geneva St. and Cedar Point is holding water and needs to be repaired.
 - Touch up shoulders in Lakewood Trails.
- Contract Amount - \$1,171,312.32; Pay Applications to Date - \$1,187,506.53
- Engineer Estimated Remaining Cost: \$50,645.05; Contractor Estimated Remaining Cost: \$93,147.74.
- The change order work is complete; we are not in agreement with the cost of some of the work. See the attached project change orders—they are summarized below with the differences between Engineer and Contractor.
 - Change order #1 – Cedar Point Striping: \$13,000 was previously approved by the Board.
 - Change order #2 – Milling Lakewood Trails: Rock Road is asking for \$28,291.23 in additional trucking because the work was switched from pulverizing to milling to avoid paving all the driveways at a higher cost. We recommend paying \$14,000 because there was additional trucking but grading of pulverized material was eliminated.
 - Change order #3 – Lakewood shoulder restoration: Rock Road is asking for \$15,073.69 at \$2.88/LF. That is a reasonable price, they didn't do a very good job and need to touch up a few areas.
 - Change order #4 – East Geneva Culvert: Rock Road is asking for \$17,212.63. We recommend paying \$12,412.55 based on the bid price for 15" RCP.
- Options for a plan forward:
 - Pay them what they want and waive the liquidated damage only after they complete the punch list.
 - Pay them what they want with the change order and assess liquidated damages only after they complete the punch list— since the liquidated damage amount is more than the difference in what they are requesting, the Village can either just cover the extra cost or maximize the Village benefit. We recommend the Village simply use the liquidated damage to cover their extra cost.

P:\WLMSV\2400607-2024 Roadway Improvements\Engineer Report 10-30-25.docx

00 63 63

CHANGE ORDER #1

PROJECT: 2024 Roadway Improvements	DATE OF ISSUANCE: August 20, 2025
OWNER: Village of Williams Bay 250 Williams Street Williams Bay, WI 53191	ENGINEER: Baxter & Woodman, Inc. 256 S. Pine St. Burlington WI, 53105
CONTRACTOR: Rock Road Companies, Inc. P.O. Box 1818 Janesville, WI 53547	ENGINEER's Project No. 2400607.00

You are directed to make the following changes in the Contract Documents:

Description: Add double yellow centerline on Cedar Point Drive from East Geneva St. to the east Village boundary.

Purpose of Change Order: Pavement repairs on Cedar Point Drive removed more centerline striping than expected.

Attachments: None

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,171,312.32

Previous Change Orders:
No. _____ to No. _____ \$0.00

Current Contract Price: \$1,171,312.32

Net increase of this Change Order: \$13,000.00

Contract Price with this Change Order: \$1,184,312.32

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF WILLIAMS BAY, WI

ACCEPTED:
ROCK ROAD COMPANIES, INC.

By _____
Brett D. Biwer, P.E.
Project Manager

By _____
Adam Jaramillo
Village President

Signed by:

Rawn Flowers
Project Manager

CHANGE ORDER FORM
00 63 63-1

00 63 63

CHANGE ORDER #2

PROJECT: 2024 Roadway Improvements

DATE OF ISSUANCE: August 20, 2025

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

ENGINEER: Baxter & Woodman, Inc.
256 S. Pine St.
Burlington WI, 53105

CONTRACTOR: Rock Road Companies, Inc.
P.O. Box 1818
Janesville, WI 53547

ENGINEER's Project No. 2400607.00

You are directed to make the following changes in the Contract Documents:

Description: Change from pulverizing to milling the existing asphalt in Lakewood Trails.

Purpose of Change Order:	Milling will allow the driveways to match the final road grade eliminating the cost to remove and replace additional driveway area.
---------------------------------	---

Attachments: Quote from Rock Road

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,171,312.32

Previous Change Orders:
No. 1 to No. _____ \$13,000.00

Current Contract Price: \$1,184,312.32

Net increase of this Change Order: \$28,291.23

Contract Price with this Change Order: \$1,212,603.55

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Change from previous Change Orders: None

Current Contract Time:	
Substantial Completion:	May 23, 2025
Completion:	July 25, 2025

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF WILLIAMS BAY, WI

ACCEPTED:
ROCK ROAD COMPANIES, INC.

By Brett D. Biwer, P.E.
Project Manager

By Adam Jaramillo
Village President

By Rain Flowers
Rain Flowers
Project Manager

CHANGE ORDER FORM
00 63 63-1



ROCK ROAD COMPANIES, INC.

• P.O. Box 1818 • Janesville, WI 53547-1818 • Phone (608) 752-8944 • Fax: (608) 365-1113

To:	Williams Bay, Village Of	Contact:	
Address:	250 WILLIAMS STREET Williams Bay, WI 53191	Phone:	
Project Name:	Williams Bay, Village Of - 2024 Roadway Improvements (MILLING)	Bid Number:	250388 - 52.24053 - 99002
Project Location:	Various Streets, Williams Bay, WI	Bid Date:	8/29/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
ADD					
99002.1	MILLING HMA FULL DEPTH (ODLING)	23,001.00	SY	\$3.85	\$88,553.85
Total Price for above ADD Items:					<u>\$88,553.85</u>
DEDUCT					
49	3*ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH (REPLACES ITEM 58)	23,001.00	SY	\$2.62	\$60,262.62
Total Price for above DEDUCT Items:					<u>\$60,262.62</u>
Total					<u><u>\$28,291.23</u></u>

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Rock Road Companies, Inc.

Authorized Signature: _____

Estimator: Bobby Kennedy

(608) 752-8944 rjkennedy@rockroads.com

00 63 63

CHANGE ORDER #3

PROJECT: 2024 Roadway Improvements

DATE OF ISSUANCE: August 20, 2025

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

ENGINEER: Baxter & Woodman, Inc.
256 S. Pine St.
Burlington WI, 53105

CONTRACTOR: Rock Road Companies, Inc.
P.O. Box 1818
Janesville, WI 53547

ENGINEER's Project No. 2400607.00

You are directed to make the following changes in the Contract Documents:

Description: Additional shoulder/lawn restoration in Lakewood Trails.

Purpose of Change Order: Fill gap between the edge of the road and lawn terrace with topsoil and seed.

Attachments: Email quote from Rock Road

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,171,312.32

Previous Change Orders:
No. 1 to No. 2 \$41,291.23

Current Contract Price: \$1,212,603.55

Net increase of this Change Order: \$15,073.69

Contract Price with this Change Order: \$1,227,677.24

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: May 23, 2025
Completion: July 25, 2025

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF WILLIAMS BAY, WI

ACCEPTED:
ROCK ROAD COMPANIES, INC.

By Brett D. Biwer, P.E.
Project Manager

By Adam Jaramillo
Village President

Signed by:
Rain Flowers
Project Manager

Brett D. Biwer

From: Raun Flowers <rflowers@rockroads.com>
Sent: Friday, August 15, 2025 5:32 PM
To: Brett D. Biwer
Cc: Douglas R. Snyder
Subject: RE: Williams Bay - Anticipated final cost
Attachments: Culvert Pipe Re-design and Utility Conflicts.pdf; Pulverize deduct, Mill add Final Cost.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

*** **CAUTION: Think Security!** This email originated from outside of Baxter & Woodman, Inc. Do not click on links or open attachments unless you recognize the sender and know that the content is safe.

Brett,

Sorry for getting this to you a day late, Im sure your just as busy. That time of year.

I would need to know if we are completing that LNFT pricing I sent for Lakewood Trails, I would think a safe estimate is 7200lnft @ \$2.88 = **\$20,736.00** for the restoration.
Also, will we be completing the Cedar Point striping?

Subtract lawn restoration bid price.
 $\$20,736.00 - \$5,662.31 = \$15,073.69$

Obviously restoration for Geneva st etc will need to be paid still, any outstanding items like traffic control will need to be brought to 100% which will all be on the next pay app,

Attached are the 2 outstanding change orders currently.

The one for Milling vs Pulverizing in Lakewood Trails comes to \$88,553.85

You are currently paid out under that item to \$60,262.62 so remaining would be \$28,291.23

Let me know if you want to pay this in a CO format or if you want to pay under another item, or just over plan qty for the difference.

I have a T&M Cost sheet for the culvert pipe utility conflict / re-design with everything broken out. \$17,212.63

Thanks
Raun,



Raun Flowers
Rock Road Companies, Inc.
301 W B-R Townline Rd | Janesville, WI 53546
PO Box 1818 | Janesville, WI 53547-1818
C 608.751.1941
rflowers@rockroads.com | www.rockroads.com

00 63 63

CHANGE ORDER #4

PROJECT:	2024 Roadway Improvements	DATE OF ISSUANCE:	August 20, 2025
OWNER:	Village of Williams Bay 250 Williams Street Williams Bay, WI 53191	ENGINEER:	Baxter & Woodman, Inc. 256 S. Pine St. Burlington WI, 53105
CONTRACTOR:	Rock Road Companies, Inc. P.O. Box 1818 Janesville, WI 53547	ENGINEER's Project No.	2400607.00

You are directed to make the following changes in the Contract Documents:

Description:	Installation of a 15" RCP culvert across E. Geneva St. at Menominee Rd.
Purpose of Change Order:	Provide drainage from the Menominee Rd. ditch across E. Geneva St. to the north.
Attachments:	Time and material quote from Rock Road.

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price:	\$1,171,312.32	Original Contract Time:	
		Substantial Completion:	May 23, 2025
		Completion:	July 25, 2025
Previous Change Orders:		Change from previous Change Orders:	None
No. 1 to No. 3	\$56,364.92		
Current Contract Price:	\$1,227,677.24	Current Contract Time:	
		Substantial Completion:	May 23, 2025
		Completion:	July 25, 2025
Net increase of this Change Order:	\$17,212.63	Net Increase of this Change Order:	None
Contract Price with this Change Order:	\$1,244,889.87	Contract Time with this Change Order:	
		Substantial Completion:	May 23, 2025
		Completion:	July 25, 2025

PREPARED BY:	APPROVED:	ACCEPTED:
BAXTER & WOODMAN, INC.	VILLAGE OF WILLIAMS BAY, WI	ROCK ROAD COMPANIES, INC.
By	By	By
Brett D. Biwer, P.E. Project Manager	Adam Jaramillo Village President	Signed by: Rain Flowers Rain Flowers Project Manager



ROCK ROAD COMPANIES, INC.

• P.O. Box 1779 • Janesville, WI 53547-1779 • Phone (608) 752-8944 • Fax: (608) 365-1113

To:	Baxter Woodman / Village of Williams Bay
Customer Address:	
Customer PO #:	
RR Project #	52.24053
Project Name:	Williams Bay Road Improvements
Extra Work Date:	5.07 & 5.08.2025
Description of Work:	5.07 (Yellow)Utilities in way of plan grades, 5.08(Orange) re-design and install

Labor					
Description	Qty	UOM	Rate	Total Cost	
Foreman REG	6.50	HR	\$	106.96	\$ 695.24
Operator REG	6.00	HR	\$	99.81	\$ 598.86
Laborer REG	6.00	HR	\$	88.57	\$ 531.42
Laborer REG	6.00	HR	\$	88.57	\$ 531.42
Foreman REG	6.75	HR	\$	106.96	\$ 721.98
Operator REG	6.25	HR	\$	99.81	\$ 623.81
Laborer REG	6.25	HR	\$	88.57	\$ 553.56
Laborer REG	6.25	HR	\$	88.57	\$ 553.56
Total Labor				\$	4,809.86

Equipment					
Description	bui	UOM	Rate	Total Cost	
Backhoe - Mini	6.00	HR	\$	75.00	\$ 450.00
Backhoe - Tractor	6.00	HR	\$	90.00	\$ 540.00
Pipe Box Truck	6.00	HR	\$	60.00	\$ 360.00
Foreman Truck	6.50	HR	\$	44.00	\$ 286.00
Backhoe - Mini	6.25	HR	\$	75.00	\$ 468.75
Backhoe - Tractor	6.25	HR	\$	90.00	\$ 562.50
Pipe Box Truck	6.25	HR	\$	60.00	\$ 375.00
Foreman Truck	6.75	HR	\$	44.00	\$ 297.00
Skidloader	2.00	HR	\$	85.00	\$ 170.00
Total Equipment				\$	3,509.25

Trucking					
Description	Qty	UOM	Rate	Total Cost	
Trucking	4.50	HRS	\$	125.00	\$ 562.50
Trucking	5.75	HRS	\$	125.00	\$ 718.75
Total Trucking				\$	1,281.25

MOBILIZATIONS					
Description	Qty	UOM	Rate	Total Cost	
Equipment Mobilizations (CAT 308 & Tractor Backhoe)	2.00	EA	\$	500.00	\$ 1,000.00
Equipment Mobilizations (Tractor Backhoe)	1.00	EA	\$	500.00	\$ 500.00
Total Rentals				\$	1,500.00

Materials					
Description	Qty	UOM	Rate	Total Cost	
1 1/4" DGB	43.59	Ton	\$	8.40	\$ 366.16
15" FES	2.00	EA	\$	455.00	\$ 910.00
15" RCP	80.00	LF	\$	22.67	\$ 1,813.60
15" Grate	2.00	EA	\$	355.00	\$ 710.00
Light Load Charge delivery	1.00	EA	\$	400.00	\$ 400.00
Total Material				\$	4,199.76

Subcontractor					
Description	Qty	UOM	Rate	Total Cost	
				\$	-
Total Subcontractor				\$	-

NOTES

Total Labor	\$	4,809.86
Equipment	\$	3,509.25
Trucking	\$	1,281.25
Total MOB	\$	1,500.00
Subcontractor Cost	\$	-
Total Material	\$	4,199.76
SUB TOTAL	\$	15,300.11
12.5% MU	\$	\$1,912.51
INVOICE TOTAL	\$	17,212.63

August 30, 2024

Mr. David Lothspeich, Administrator
Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191

Subject: Williams Bay – 2024 Roadway Improvements

Dear Mr. Lothspeich:

Enclosed is an excerpt of the only bid received for the 2024 Roadway Improvements Project. The total bid price was \$1,201,267.05, which included storm sewer on East Geneva Street and spot pavement patching in Lakewood Trails Subdivision.

There are two alternate bid items: The first alternate allows the Village to delete most of the storm sewer on E. Geneva Street (except the culvert crossing at Menominee Road) and save approximately \$455,000.00. The second alternate allows the Village to replace the specified pavement patching in Lakewood Trails Subdivision with a complete rehabilitation of pavements in this subdivision for an additional cost of \$441,797.00. The Village could accept one, both, or neither alternate. We recommend acceptance of both alternatives for a total contract price of \$1,171,312.32, which includes a two-foot stone shoulder in Lakewood Trails Subdivision and a culvert crossing of E. Geneva Street at Menominee Road.

We find Rock Road Companies to be the lowest responsible and responsive bidder and believe that Rock Road Companies is qualified to complete the project. We recommend that the Village award the contract to Rock Road Companies for \$1,171,312.32, contingent on financing.

The storm sewer on E. Geneva Street was intended to alleviate flooding in the Willabay Woods Subdivision by capturing water south of E. Geneva Street near Bell's Store and preventing it from entering the Willabay Condo Property. See Figure 1: A similar drainage solution is possible without storm sewer in E. Geneva Street if the Village requires a proposed development to oversize the detention and infiltration facilities at the time of development. The Village should verify that the soils are favorable for infiltration by conducting geotechnical testing; enclosed is a proposal for \$4,188.00 from ECS Midwest for the necessary testing. We recommend acceptance of this proposal.



Figure 1 – Proposed Development

Please advise us of your decision, including the alternates, and call if you have any questions.

Sincerely,
BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Augustus N. Sanger

Douglas R. Snyder, PE

DRS:jmc

C/encs.: Tina Kolls, Clerk (w/original bids)

Brett Biwer, PE, Project Manager

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**David Lothspeich, Administrator
Village of Williams Bay**

August 30, 2024
2400607.00 • Page 2

j. By submission of the Bid, BIDDER certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:

- (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) BIDDER is not listed on the State of Wisconsin Department of Transportation List of Disapproved, Suspended and Debarred Contractors.

4. BIDDER submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

BIDDER agrees that the OWNER may select any one or more Parts of this Bid, and if awarded the Contract for such Part or Parts of this Bid, the BIDDER agrees to perform and complete the work at the Contract Unit Prices submitted herein.

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
	<u>Section A: Observatory Place</u>				
1	MOBILIZATION	1	LS	Lump Sum	\$ 25,000.00
2	CONSTRUCTION LAYOUT AND STAKING	1	LS	Lump Sum	\$ 750.00
3	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,167	SY	\$ 1.94	\$4,203.98
4	BASE REPAIR	72	TON	\$ 37.52	\$2,701.44
5	SANITARY MANHOLE ADJUSTMENT	2	EACH	\$ 1,141.80	\$2,283.60
6	HMA, 3LT 2-1/4-INCH LOWER LAYER	2,167	SY	\$ 11.14	\$ 24,140.38
7	HMA, 4LT 1-3/4-INCH UPPER LAYER	2,167	SY	\$ 9.07	\$19,654.69
8	CRUSHED LIMESTONE SHOULDERS	2,100	LF	\$ 4.91	\$10,311.00
9	LAWN RESTORATION	1	LS	Lump Sum	\$ 2,461.87
10	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$ 151.50

BID FORM
00 41 00.13-3 (2400607.00)

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity		Unit Price	Amount
11	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$1,864.00
	Section A Total:				\$93,522.46
	<u>Section B: Clover Street</u>				
12	MOBILIZATION	1	LS	Lump Sum	\$25,000.00
13	CONSTRUCTION LAYOUT AND STAKING	1	LS	Lump Sum	\$750.00
14	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,233	SY	\$2.86	\$6,386.38
15	BASE REPAIR	74	TON	\$40.93	\$3,028.82
16	SANITARY MANHOLE ADJUSTMENT	2	EACH	\$1,141.80	\$2,283.60
17	STORM MANHOLE ADJUSTMENT	2	EACH	\$675.54	\$1,351.08
18	HMA, 3LT 2-1/4-INCH LOWER LAYER	2,233	SY	\$11.85	\$26,461.05
19	HMA, 4LT 1-3/4-INCH UPPER LAYER	2,233	SY	\$9.63	\$21,503.79
20	PAVEMENT MARKING, 18-INCH EPOXY	15	LF	\$62.00	\$930.00
21	CRUSHED LIMESTONE SHOULDERS	1,340	LF	\$5.42	\$7,262.80
22	LAWN RESTORATION	1	LS	Lump Sum	\$2,954.25
23	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$151.50
24	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$1,828.00
	Section B Total:				\$99,891.27
	<u>Section C: Cedar Point Drive Spot Repairs</u>				
25	MOBILIZATION	1	LS	Lump Sum	\$25,000.00
26	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,300	SY	\$8.74	\$20,102.00
27	BASE REPAIR	77	TON	\$40.93	\$3,151.61
28	HMA, 3LT 2-1/4-INCH LOWER LAYER	2,300	SY	\$10.50	\$24,150.00
29	HMA, 4LT 1-3/4-INCH UPPER LAYER	2,300	SY	\$8.59	\$19,757.00
30	LAWN RESTORATION	1	LS	Lump Sum	\$4,431.37
31	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$505.00
32	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$3,084.00
	Section C Total:				\$100,180.98
					\$
	<u>Section D: East Geneva Street</u>				\$
33	MOBILIZATION	1	LS	Lump Sum	\$60,000.00
34	CONSTRUCTION LAYOUT AND STAKING	1	LS	Lump Sum	\$2,000.00
35	CONCRETE PAVEMENT REMOVAL	3,300	SY	\$10.72	\$35,376.00

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
36	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	8,300	SY	\$ 4.53	\$ 37,599.00
37	CRUSHED AGGREGATE BASE COURSE, 1 1/4-INCH	1,470	TON	\$ 17.13	\$ 25,181.10
38	BASE REPAIR	160	TON	\$ 44.33	\$ 7,092.80
39	SANITARY MANHOLE ADJUSTMENT	2	EACH	\$ 1,141.80	\$ 2,283.60
40	HMA, 3LT 2-1/4-INCH LOWER LAYER	8,300	SY	\$ 10.29	\$ 85,407.00
41	HMA, 4LT 1-3/4-INCH UPPER LAYER	8,300	SY	\$ 7.81	\$ 64,823.00
42	STORM SEWER, 12-INCH RCP, GRANULAR BACKFILL	69	LF	\$ 154.98	\$ 10,693.62
43	STORM SEWER, 15-INCH RCP, GRANULAR BACKFILL	178	LF	\$ 146.03	\$ 25,993.34
44	STORM SEWER, 21-INCH RCP, GRANULAR BACKFILL	1,689	LF	\$ 192.00	\$ 324,288.00
45	STORM MANHOLE, 48-INCH DIA., 0' TO 8.5' DEPTH	4	EA	\$ 4,619.67	\$ 18,478.68
46	STORM MANHOLE, 48-INCH DIA., 8.5' TO 15' DEPTH	2	EA	\$ 7,214.23	\$ 14,428.46
47	STORM MANHOLE, 60-INCH DIA.	1	EA	\$ 5,399.04	\$ 5,399.04
48	STORM DOGHOUSE MANHOLE, 60-INCH DIA.	1	EA	\$ 6,079.29	\$ 6,079.29
49	STORM INLET, 2x3	6	EA	\$ 4,077.49	\$ 24,464.94
50	MEDIUM RIP RAP	7	CY	\$ 221.48	\$ 1,550.36
51	30-INCH CURB & GUTTER	50	LF	\$ 100.00	\$ 5,000.00
52	PAVEMENT MARKING, 4-INCH EPOXY	7,120	LF	\$ 1.10	\$ 7,832.00
53	PAVEMENT MARKING, 18-INCH EPOXY	18	LF	\$ 18.50	\$ 333.00
54	LAWN RESTORATION	1	LS	Lump Sum	\$ 4,135.95
55	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$ 3,004.75
56	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$ 4,522.00
Section D Total:					\$ 775,965.93
Section E: Lakewood Trails					
57	MOBILIZATION	1	LS	Lump Sum	\$ 20,000.00
58	ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH	2,200	SY	\$ 20.23	\$ 44,506.00
59	BASE REPAIR	70	TON	\$ 40.93	\$ 2,865.10
60	HMA, 3LT 2-1/4-INCH LOWER LAYER	2,200	SY	\$ 13.29	\$ 29,238.00
61	HMA, 4LT 1-3/4-INCH UPPER LAYER	2,200	SY	\$ 12.12	\$ 26,664.00
62	LAWN RESTORATION	1	LS	Lump Sum	\$ 5,662.31

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity		Unit Price	Amount
63	EROSION AND SEDIMENTATION CONTROL	1	LS	Lump Sum	\$ 505.00
64	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$ 2,266.00
	Section E Total:				\$ 131,706.41
	TOTAL AMOUNT OF BID				\$ 1,201,267.05

5. Section D Alternate: BIDDER submits the following price to be deducted from the total price for Section D to remove the storm sewer and rehabilitate the surface of the roadway rather than reconstruct as shown on the Drawings and described in the Specifications, and agrees that OWNER reserves the unrestricted privilege to accept or reject any or all alternate prices for the deletion of the items of work, and to use any combination of alternate prices for the deletion of the items of work to determine the lowest Bid.

A. Delete:

- (1) STORM SEWER ITEMS (ITEM NUMBERS 42 - 51)
 (2) CONCRETE PAVEMENT REMOVAL (ITEM NUMBER 35)

Deduct the sum of \$ (\$471,751.73)

6. Section E Alternate: BIDDER submits the following unit prices if the OWNER decides to rehabilitate all of the roadways in the subdivision rather than the specified spot repairs and agrees that OWNER reserves the unrestricted privilege to accept or reject any or all alternate prices for the deletion of the items of work, and to use any combination of alternate prices for the deletion of the items of work to determine the lowest Bid.

A. Replace Unit Prices based on a total area of 22,500 SY:

Item 57: ASPHALTIC SURFACE REMOVAL, 4-INCH DEPTH: \$ 2.62

Item 59: HMA, 3LT 2-1/4-INCH LOWER LAYER: \$ 9.87

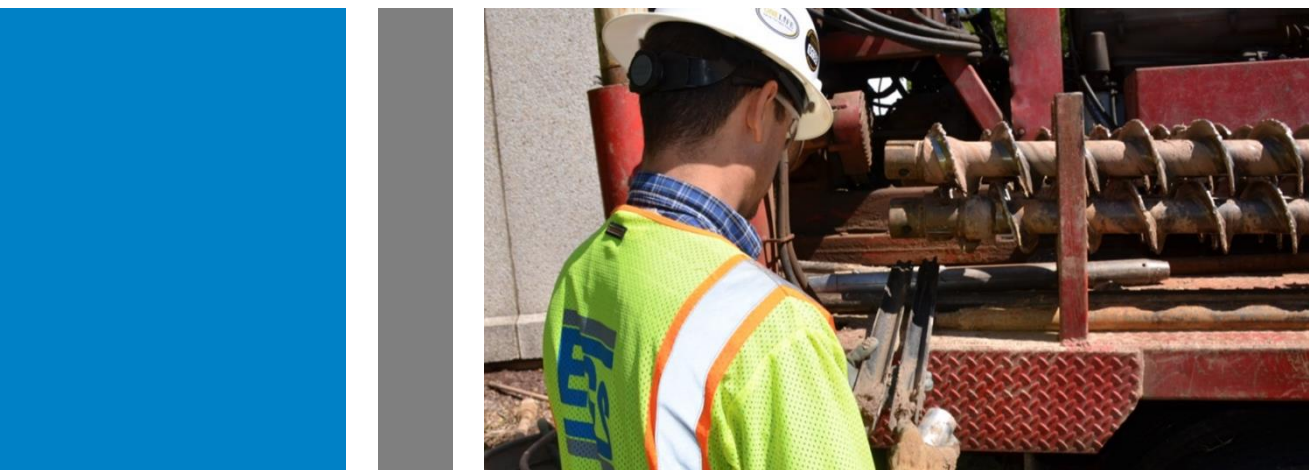
Item 60: HMA, 4LT 1-3/4-INCH UPPER LAYER: \$ 7.68

7. The Work will be substantially completed on or before May 23, 2025, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before July 25, 2025.

A. BIDDER accepts the provisions of the Agreement and the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.

8. Required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or Five Percent of the Bid Amount.

BID FORM
 00 41 00.13-6 (2400607.00)



ECS Midwest, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Geneva Street Infiltration

E Geneva Street
Williams Bay, Walworth County, Wisconsin

ECS Proposal No. 42:3888-GP

August 7, 2024





August 7, 2024

Mr. Brett Biwer
Baxter & Woodman Consulting Engineers
256 S Pine St
Burlington, Wisconsin 53105

ECS Proposal No. 42:3888-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Geneva Street Infiltration
E Geneva Street
Williams Bay, Walworth County, Wisconsin

Dear Mr. Biwer:

As requested, ECS Midwest, LLC (ECS) is pleased to provide the following **lump sum** proposal for subsurface exploration and geotechnical engineering services for the above referenced project. Our understanding of the project is based on our review of your email and aerial map. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have reviewed the Request for Proposal and discussed the overall project with your firm. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site. The following is a summary of the sources of information used in preparing this proposal:

- Emails between Brett Biwer with Baxter & Woodman and Darin Maciolek with ECS between July 31 and August 1, 2024.
- Aerial Map showing the approximate SWM basin location provided by Baxter & Woodman.

Existing Site Conditions

The project site is located at E Geneva Street in Williams Bay, Walworth County, Wisconsin. Existing conditions include a vacant wooded lot.

Project Description

We understand the proposed project will include the construction of an infiltration basin. It is understood exploration deep enough to verify granular soil is at a lower elevation than basements to the north is desired. The information in the table below summarizes our understanding of the project.

DESIGN INFORMATION			
Subject		Expectation	
SWM Device	Type	Infiltration	R
	Bottom Depth	4 to 8 feet below site grades	B
Grading	Cut	Less than 8 feet	B
	Fill	Less than 2 feet	B

R: Reported by client and/or design team

B: Based on ECS estimates in absence of information from client and/or design team

Please note that a grading plan was not available at the time of this proposal. ECS should be provided with a grading plan prior to initiating our services to review our proposed depth of borings regarding actual cut/fill depths and make changes to our proposed scope and fee as necessary.

SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Utility Clearance

Per state law, our drilling subcontractor will contact Diggers Hotline, Inc. the public utility to locate underground utilities at the site. Typically, Diggers Hotline, Inc. will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Diggers Hotline, Inc. did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have not** included the cost of a private utility line locator in our “Base Services”. If private utilities are present that were not identified by the public system, we can provide a private utility line locator to reduce your liability for a lump sum fee of \$650. Please read the following section on private utility locator services and, if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

Site Access

Based on available aerial photographs, the site appears to be wooded. Therefore, we anticipate that some clearing may be required to provide drill rig access to the proposed soil test boring locations. Clearing, if needed and authorized, will be provided by chainsaw. The cost of clearing **has not** been included in our fee. If site clearing is required and authorized, indicate your request for their services on the attached Proposal Acceptance sheet. Please note that minimum 10-foot-wide cleared paths will result. We will attempt to limit disturbance, but felled trees and cleared underbrush should be anticipated.

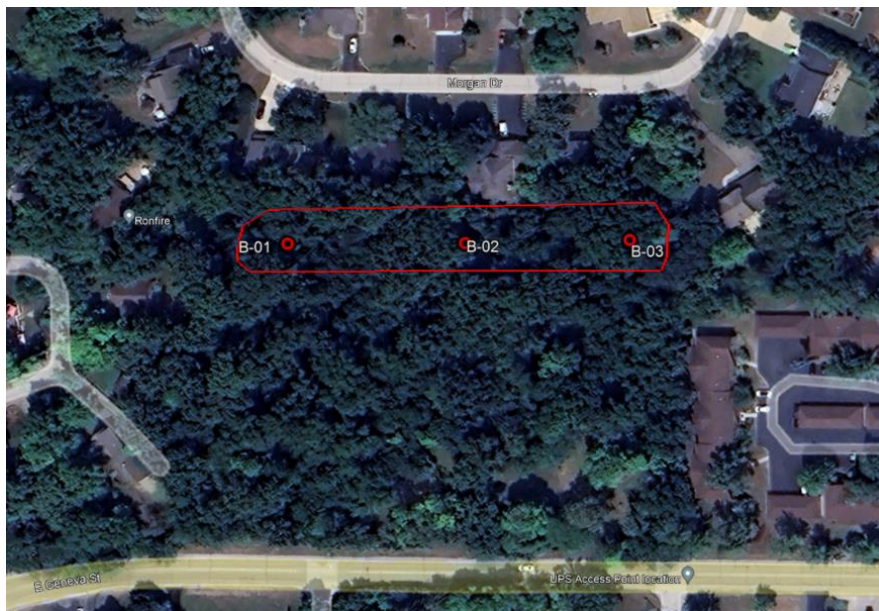
Regarding site access, we have made the following assumptions:

- No special permits or work outside of normal working hours will be required.
- Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination with landowners to obtain access permission will be provided by the client.

Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- Field locate the test locations by handheld GPS unit. Elevations will be interpolated from provided plans or referenced from available online topographical information.
- Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- Mobilize a track mounted drilling rig to the site.
- Perform soil test borings (ASTM 1586/1587 Standard and/or Continuous Sampling) at the approximate locations shown on the figure below.



Boring No.	Proposed Structure /Site Feature	Proposed Drilling	Total Linear Feet of Drilling
B-01 through B-03	SWM	3 SPT* Borings to 20 feet deep	60
		Total Drilling Footage	60

*Standard Penetration Test

- e. Perform testing and sampling in general accordance with ASTM standards and local practices.
- f. Measure the depth of groundwater within each exploration location at the time of drilling and/or prior to backfilling.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first. Please note that a minimum charge of 10 feet will apply to each location terminated at a depth less than 10 feet.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations and mound the excess spoils back up over the test locations. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass, shrubs, trees, or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted.

If site clearing is required and authorized, please note that minimum 10-foot-wide cleared paths will be made. We will attempt to limit disturbance, but felled trees and cleared underbrush should be anticipated in cleared paths. Our cost estimate does not include any restoration of cleared areas, moving/chipping of felled trees, etc. If there are any areas where clearing is not to be performed (such as in Resource Protection Areas (RPA), wetlands, or other areas), those areas must be clearly marked on plans provided to us and should be delineated in the field with flagging prior to our mobilization to the site. ECS cannot be responsible for disturbance of sensitive or restricted areas not identified in this manner.

Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

Laboratory Test	Quantity
Natural Moisture Content	Cohesive Samples
Calibrated Hand Penetrometer	Cohesive Samples
Atterberg Limits	1
Percentage Passing a No. 200 Sieve	1

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- a. A review of published soils mapping and/or geologic information.
- b. Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and a field exploration diagram.

- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. Elevations will be interpolated from civil drawings or referenced from topographic information that you supply.
- f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Evaluation of the subsurface conditions encountered at the boring locations regarding estimates of seasonal high groundwater table, bedrock depths and estimates of infiltration rates as noted in the Wisconsin Department of Natural Resources (WDNR) Conservation Practice Standard 1002 and NRCS will be provided. Preparation of Soil and Site Evaluation-Storm Form SBD-10793 by a Certified Soil Tester per SPS 382.365 and 385, Wis. Adm. Code, and WDNR Standard 1002. Reuse of on-site soil as liner material for a wet detention pond as noted in the WDNR Conservation Practice Standard 1001 and NRCS will also be discussed.
- j. Evaluation of the on-site soil characteristics and a discussion of their suitability for reuse as engineered fill. We will also include compaction recommendations and suitable material guidelines.
- k. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

FEE

ECS will provide the services outlined in this proposal ("Base Services") for a lump sum fee of \$4,188, plus any optional services authorized.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services/fees are requested or required based on differing site conditions, unreported contaminated materials, access issues (i.e., snow cover, soft subgrades, etc.) or difficult drilling conditions (i.e., SPT blow counts greater than 50 blows/foot or fill materials containing debris, etc.) we will contact your office (or assigned representative) for verbal and written authorization to proceed with the additional services.

SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate the following project schedule:

Task	Approximate Schedule
Mobilization	2-3 weeks
Field Exploration	1 day
Laboratory Testing	5 days
Engineering Report	1 week
Total	4-5 weeks

The actual time from initial authorization through final report submission will depend on weather conditions, site access, utility clearance and exploration crew availability.

CLOSING

Our "Terms and Conditions of Service," are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS MIDWEST, LLC



Lauren McGovern

Geotech Asst. Staff Project Professional
lmcgovern@ecslimited.com



Geotechnical Department Manager
dmaciolek@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service
Important Information about This Geotechnical Engineering Proposal

PROPOSAL ACCEPTANCE

Proposal No.: 42:3888
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
 Project: Geneva Street Infiltration
 Location: E Geneva Street, Williams Bay, Walworth County, Wisconsin
 Base Services: \$4,188

Client Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Optional Services

Private Utility Locator (\$650):	☐ Yes	☐ No
Tree Clearing (\$350/hr.):	☐ Yes	☐ No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(please print or type)

Invoice Delivery Preference: ☐ Electronic (email) ☐ Hardcopy (USPS)

	<u>Invoice Addressee</u>	<u>Report Addressee</u>
Contact Name:	_____	_____
Company:	_____	_____
Title:	_____	_____
Email:	_____	_____
Mailing Address	_____	_____
City, State, Zip:	_____	_____
Telephone No.:	_____	_____

Client Project/Account Number: _____
 Special Conditions for Invoice: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

- Phase I, II and III Environmental Site Assessments	- Third Party Mechanical, Electrical, Plumbing Inspections Services	- Building Envelope, Roofing, and Waterproofing Consultation
- Wetlands Delineations	- Construction Materials Testing and Special Inspections	- Specialty Materials and Forensics Testing
- Asbestos/Lead Paint Services	- LEED® Consulting Services	- Monitoring Services
- Indoor Air Quality/Mold Services	- Geo-Structural Design	- Pre- and Post-Construction Condition Assessments
- Natural Resources		
- Groundwater Remediation		



ECS Midwest, LLC

TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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e-mail: info@geoprofessional.org www.geoprofessional.org

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**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-62-25**

**A RESOLUTION AUTHORIZING PROPOSAL FROM ESC MIDWEST LLC
FOR SOIL BORINGS AND PRIVATE UTILITY LOCATE**

WHEREAS, on November 3, 2025, the Village of Williams Bay Finance & Personnel Committee determined that it is in the best interests of the Village to recommend approval of the attached Proposal from *ECS Midwest, LLC* for Subsurface Exploration and Geotechnical Engineering (“Soil Borings”) Services Sanitary Sewer Replacement Walworth Road & Lackey Drive. Base service (\$4,248) with the optional Private Utility Locate (\$675) for a total cost of \$4,923 “Exhibit A”; and

WHEREAS, on November 3, 2025, the Village of Williams Bay Village Board, as recommended by the Finance & Personnel Committees, has determined that it is in the best interests of the Village and its residents to authorize the Proposal for Soil Borings and Private Utility Locate in the total amount of \$4,923 to be paid by Borrowed Funds.

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

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

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

Approved by the Village Board of the Village of Williams Bay this 3rd day of November 2025.

VILLAGE OF WILLIAMS BAY

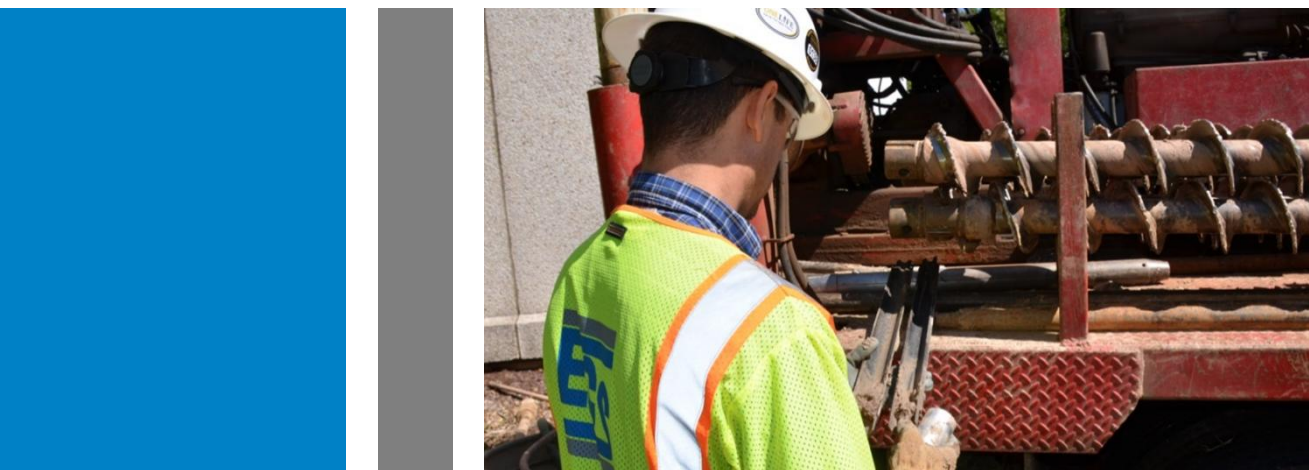
By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

**ESC Midwest, LLC Proposal For Williams Bay
(Borings and Private Utility Locate)**

DRAFT



ECS Midwest, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Sanitary Sewer Replacement

Walworth Road & Lackey Drive
Williams Bay, Walworth County, Wisconsin

ECS Proposal No. 42:4356-GP

October 7, 2025





October 7, 2025

Mr. Doug Snyder
Baxter & Woodman Consulting Engineers
256 S Pine St
Burlington, Wisconsin 53105

ECS Proposal No. 42:4356-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Sanitary Sewer Replacement
Walworth Road & Lackey Drive
Williams Bay, Walworth County, Wisconsin

Dear Mr. Snyder:

As requested, ECS Midwest, LLC (ECS) is pleased to provide the following **lump sum** proposal for subsurface exploration and geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have reviewed the Request for Proposal and discussed the overall project with your firm. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site. The following is a summary of the sources of information used in preparing this proposal:

- Email between Doug Snyder with Baxter & Woodman and Darin Maciolek with ECS on October 3, 2025.
- Project Overview sheet prepared by Baxter & Woodman plot dated October 3, 2025, which shows the desired boring locations.

Existing Site Conditions

The project site is generally located south of Walworth Road, between just south of Lackey Drive and Geneva Street (STH 67) in Williams Bay, Walworth County, Wisconsin. Existing site conditions include residential, industrial and commercial developments. A site-specific topographic survey was not available. The ground surface elevations at the site, estimated from the topographic information on the Walworth County GIS website, vary from approximately EL. 865 to EL. 880 feet.

Project Description

We understand the proposed project will include the construction of a sanitary sewer replacement. Specific details about the sewer diameter, material type and invert elevations were not provided with the request for proposal. ECS should be provided with plan and profile drawings prior to initiating our services to review the depth of borings and to make changes to our proposed scope and fee as necessary.

SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Utility Clearance

Per state law, our drilling subcontractor will contact Diggers Hotline, Inc. the public utility to locate underground utilities at the site. Typically, Diggers Hotline, Inc. will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Diggers Hotline, Inc. did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have not** included the cost of a private utility line locator in our “Base Services”. If private utilities are present that were not identified by the public system, we can provide a private utility line locator to reduce your liability for a lump sum fee of \$675. Please read the following section on private utility locator services and, if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

Site Access

Regarding site access, we have made the following assumptions:

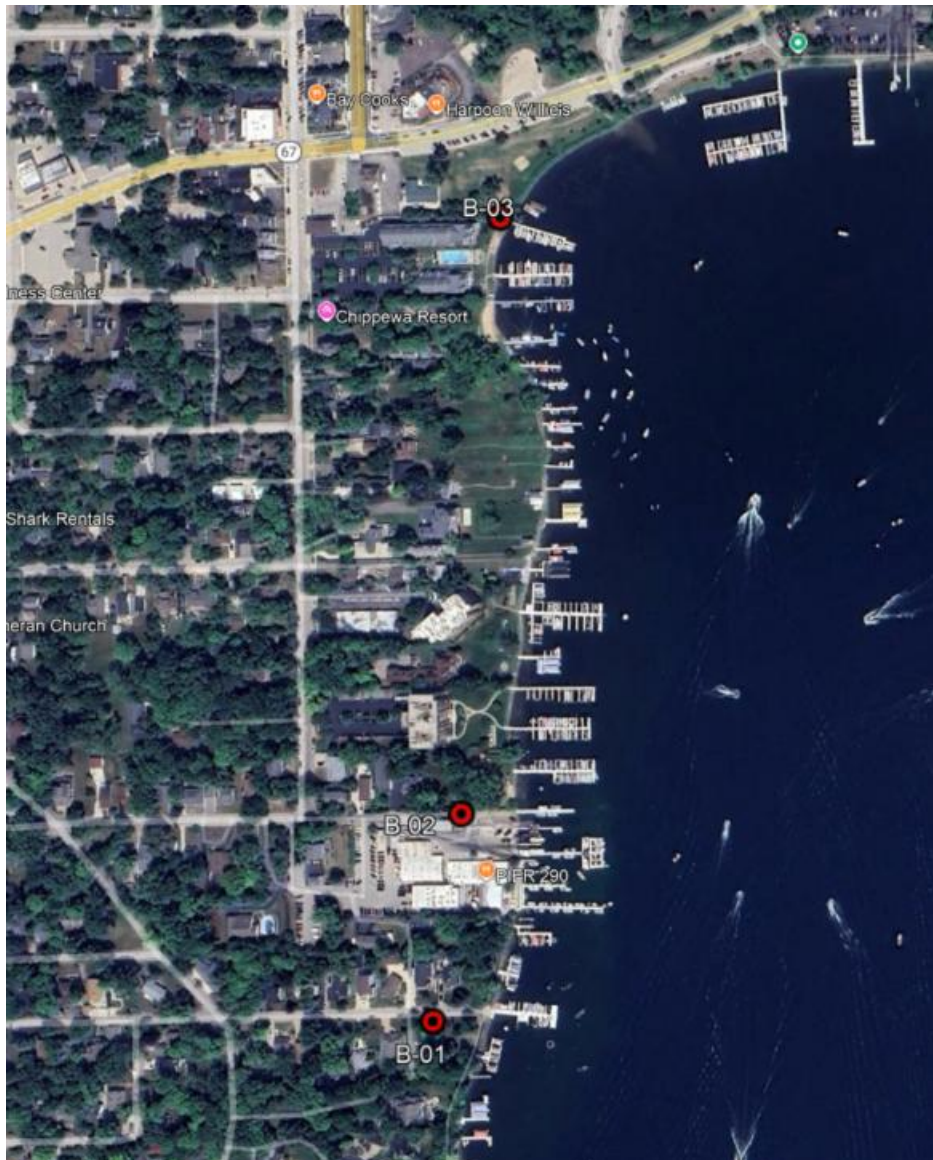
- No special permits or work outside of normal working hours will be required.
- Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination with landowners to obtain access permission will be provided by the client.

- Parking within the work areas will be blocked off prior to our arrival. ECS cannot be held responsible for damage to, nor the cleanliness of, vehicles not moved from the work area.
- Traffic control (signage, flaggers, arrow boards, etc.) is not required for drilling on or near existing streets or roadways.

Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- a. Field locate the test locations by handheld GPS unit. Elevations will be interpolated from the plans provided or referenced from available published topographical information.
- b. Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- c. Mobilize a track mounted drilling rig to the site.
- d. Perform soil test borings (ASTM 1586/1587 Standard Sampling) at the approximate requested locations shown on the figure below.



BORING NO.	PROPOSED STRUCTURE	REQUESTED DRILLING	TOTAL LINEAR FEET OF DRILLING
B-01 through B-03	Sewer	3 SPT* Borings to 15 feet deep	45
		Total Drilling Footage	45

*Standard Penetration Test

- e. Measure the depth of groundwater within each exploration location at the time of drilling and/or prior to backfilling.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first. Please note that a minimum charge of 10 feet will apply to each location terminated at a depth less than 10 feet.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations with the soil removed and mound the excess spoils back up over the test location. In pavement areas, we will patch the pavement surface with cold mix asphalt patch or quick setting concrete. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass, shrubs, trees, flower beds, or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement, gravel-covered, grass-covered areas, including the possible cutting of trees, or running over of brush and understory in wooded areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, replacement of bushes or the planting of trees, etc. If necessary, additional site repairs can be provided at an additional cost.

Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

LABORATORY TEST	QUANTITY
Natural Moisture Content	Cohesive Samples
Calibrated Hand Penetrometer	Cohesive Samples

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- A review of published soils mapping and/or geologic information.
- Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and topographic conditions, and/or available satellite imagery.

- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and a field exploration diagram.
- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering.
- f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Geotechnical-related design information for support of the proposed sanitary sewer, such as depth of water, anticipated excavation difficulties, and anticipated depth of adequate bearing material.
- j. Recommended allowable soil bearing pressure(s) for manhole/catch basin structures and estimates of predicted settlement.
- k. Evaluation of the on-site soil characteristics and a discussion of their suitability for reuse as engineered fill. We will also include compaction recommendations and suitable material guidelines.
- l. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

FEE

ECS will provide the services outlined in this proposal ("Base Services") for a lump sum fee of \$4,248, plus any optional services authorized.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services/fees are requested or required based on differing site conditions, unreported contaminated materials, access issues (i.e., snow cover, heavily wooded, soft subgrades, etc.) or difficult drilling conditions (i.e., SPT blow counts greater than 50 blows/foot or fill materials containing debris, etc.) we will contact your office (or assigned representative) for verbal and written authorization to proceed with the additional services.

SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions, as well as site access, utility clearance, and exploration crew availability at the time of notice to proceed. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate the following project schedule:

TASK	APPROXIMATE SCHEDULE
Mobilization	2-3 weeks
Field Exploration	1 day
Laboratory Testing	3 days
Engineering Report	1 week
Total	4-5 weeks

CLOSING

Our "Terms and Conditions of Service," are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS MIDWEST, LLC



Lauren McGovern
Geotechnical Staff Project Manager I
lmcgovern@ecslimited.com



Darin Maciolek, P.E.
Geotechnical Department Manager
dmaciolek@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service
Important Information about This Geotechnical Engineering Proposal

PROPOSAL ACCEPTANCE

Proposal No.: 42:4356-GP
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
 Project: Sanitary Sewer Replacement
 Location: Walworth Road & Lackey Drive, Williams Bay, Walworth County, Wisconsin
 Base Services: \$4,248

Client Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Optional Services

Private Utility Locator (\$675):	☐ Yes	☐ No
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Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(please print or type)

Invoice Delivery Preference: ☐ Electronic (email) ☐ Hardcopy (USPS)

	<u>Invoice Addressee</u>	<u>Report Addressee</u>
Contact Name:	_____	_____
Company:	_____	_____
Title:	_____	_____
Email:	_____	_____
Mailing Address	_____	_____
City, State, Zip:	_____	_____
Telephone No.:	_____	_____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

- Phase I, II and III Environmental Site Assessments - Wetlands Delineations - Asbestos/Lead Paint Services - Indoor Air Quality/Mold Services - Natural Resources - Groundwater Remediation	- Third Party Mechanical, Electrical, Plumbing Inspections Services - Construction Materials Testing and Special Inspections - LEED® Consulting Services - Geo-Structural Design	- Building Envelope, Roofing, and Waterproofing Consultation - Specialty Materials and Forensics Testing - Monitoring Services - Pre- and Post-Construction Condition Assessments
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ECS Midwest, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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RESOLUTION NO. R-63-25

RESOLUTION APPROVING DEVELOPER'S AGREEMENT WITH SG2 INVESTMENTS, LLC

WHEREAS, SG2 Investments, LLC, a Wisconsin Limited Liability Company (Developer) has submitted a Developer's Agreement to the Village of Williams Bay (Village) concerning land that the Developer has purchased within the Village; and

WHEREAS, the land which is to be governed by the terms of the Developer's Agreement consists of that property described as Hanson's Addition to Williams Bay located in the Northeast 1/4 of the Northeast 1/4 of Section 6, Town 1N., Range 16 E., Williams Bay, Walworth County, Wisconsin; and

WHEREAS, Developer intends to reconfigure the existing fourteen (14) lots into five (5) lots and to develop those lots for single-family homes; and

WHEREAS, the Village Engineer and Village Zoning Administrator having reviewed the Developer's Agreement and have indicated no objections to the provisions of said Agreement; and

WHEREAS, the Village Board of the Village of Williams Bay having reviewed the provisions of the proposed Developer's Agreement and having determined that said provisions are in the best interests of the Village, and that they ensure the proper responsible development of said property.

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

The Developer's Agreement between the Village of Williams Bay and SG2 Investments, LLC, a Wisconsin Limited Liability Company, for land which is more specifically identified in said Developer's Agreement as submitted November 3, 2025, is hereby approved.

IT IS FURTHER RESOLVED that the Village President and Village Clerk are authorized to sign the Developer's Agreement on behalf of the Village of Williams Bay.

Approved by the Village Board of the Village of Williams Bay this _____ day of _____, 2025.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: _____

RESOLUTION NO. R-57-25

**FINAL RESOLUTION VACATING EAST HALF OF HANSON STREET
AND ALL OF 16.5 FOOT ALLEY SHOWN ON HANSON'S ADDITION TO WILLIAMS BAY**

WHEREAS, a petition to vacate the east half of Hanson Street and all of the 16.5 foot alley as shown on Hanson's Addition to Williams Bay having been filed with the Village of Williams Bay on April 16, 2025; and

WHEREAS, due notice of the public hearing on the adoption of the resolution vacating same has been duly given according to statute as appears more fully by the proofs of service, proof of mailing and proof of publication on file in the office of the Village Clerk; and

WHEREAS, a Lis Pendens has been filed with the office of the Register of Deeds of Walworth County, to which the petition to vacate and a copy of a map showing the location of the street and alley was attached; and

WHEREAS, the public hearing on the petition to vacate having been held before the Village Board on the 19th day of May, 2025, and it appearing that no objections in writing to said proposed vacation have been filed with the Village Board, and said matter having been discussed and it appears that the public interest requires it.

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

BE IT RESOLVED that the Village Board of the Village of Williams Bay, since the public interest requires it, vacates, abandons and discontinues the east half of Hanson Street and all of the 16.5 foot alley as shown on Hanson's Addition to Williams Bay in the Village of Williams Bay, Walworth County, Wisconsin described as follows:

THAT PART OF HANSON'S ADDITION TO WILLIAMS BAY, ACCORDING TO THE RECORDED PLAT, BEING THE EAST HALF OF HANSON STREET, AND ALL OF THE 16.5 FOOT ALLEY, AS SHOWN ON HANSON'S ADDITION TO WILLIAMS BAY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8 OF HANSON'S ADDITION TO WILLIAMS BAY, A SUBDIVISION; THENCE SOUTH 88°57'36" WEST (RECORDED AS WEST) ALONG THE SOUTH LINE OF HANSON STREET, 33.00 FEET TO THE CENTERLINE OF HANSON STREET; THENCE NORTH 00°54'29" WEST (RECORDED AS NORTH), ALONG SAID CENTERLINE, 286.33 FEET, TO A POINT ON THE SOUTH LINE OF BAYVIEW AVE; THENCE NORTH 88°58'13" EAST 33.00 FEET, TO THE NORTHWEST CORNER OF LOT 7; THENCE SOUTH 00°54'29" EAST, ALONG THE WEST LINE OF LOT 7 134.87 FEET (RECORDED AS 135 FEET), TO THE SOUTH WEST CORNER OF LOT 7; THENCE NORTH 88°57'59" EAST 448.01 FEET (RECORDED AS 448 FEET), TO THE SOUTH EAST CORNER OF LOT 1 AND THE EAST END OF ALLY; THENCE SOUTH 00°54'49" EAST (RECORDED AS SOUTH), 16.50 FEET, TO THE NORTHEAST CORNER OF LOT 14; THENCE SOUTH 88°57'59" WEST, 448.01 FEET (RECORDED AS 448 FEET), TO THE NORTHWEST CORNER OF LOT 8; THENCE SOUTH 00°54'29" EAST 134.89 FEET (RECORDED AS 135 FEET) TO THE SOUTHWEST CORNER OF LOT 8 AND THE POINT OF BEGINNING, ALL IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 6 TOWNSHIP 1 NORTH, RANGE 17 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

TAX ID: WHA00001-00006

BE IT FURTHER RESOLVED that the map attached to the petition to vacate and Lis Pendens be further attached to this final resolution and that all proofs of service and mailing and publication of the notice of this proceeding incorporated herein and made a part thereof.

BE IT FURTHER RESOLVED that the above-described portions of Hanson Street and the 16.5 foot alley which have been vacated, abandoned and discontinued be attached are the parcels adjoining thereto as provided by law provided that the east one-half of Hanson Street be attached to the parcels adjoining thereto to the east of said street.

BE IT FURTHER RESOLVED that the Village Clerk certify a copy of this resolution and map and cause the same be recorded in the office of the Register of Deeds for Walworth County, Wisconsin.

CERTIFICATION

I, Tina Kolls, Clerk of the Village of Williams Bay, a municipal corporation organized and existing under the laws of the State of Wisconsin, do hereby certify that the foregoing is a true and correct copy of the resolution of the Village Board of the Village of Williams Bay adopted at a duly convened meeting of said Village Board held at the Village of Williams Bay, Walworth County, Wisconsin on the 19th day of May, 2025 as taken by me from the minutes of said meeting and compared to the original said resolution reported in said minutes.

IN WITNESS WHEREOF I have set my hand this _____ day of May, 2025.

Tina Kolls, Clerk

AUTHENTICATION

Signature of Tina Kolls
Authenticated on _____, 2025.

Mark A. Schroeder, Village Attorney
State Bar Number: 1000061

This Instrument was Drafted by:

Attorney Mark A. Schroeder
State Bar Number: 1000061
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545
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