



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

STREETS & HIGHWAYS (S&H) COMMITTEE MEETING

THURSDAY, FEBRUARY 12, 2026 AT 9:00 AM

Village Hall Council Room

250 Williams Street

Williams Bay, WI 53191

There may be a quorum of Village Trustees present, no board business will be conducted.

The meeting will be live-streamed on the Village of Williams Bay's YouTube, which can be found here: <https://youtube.com/live/KI4LF8jGiek?feature=share>

AGENDA

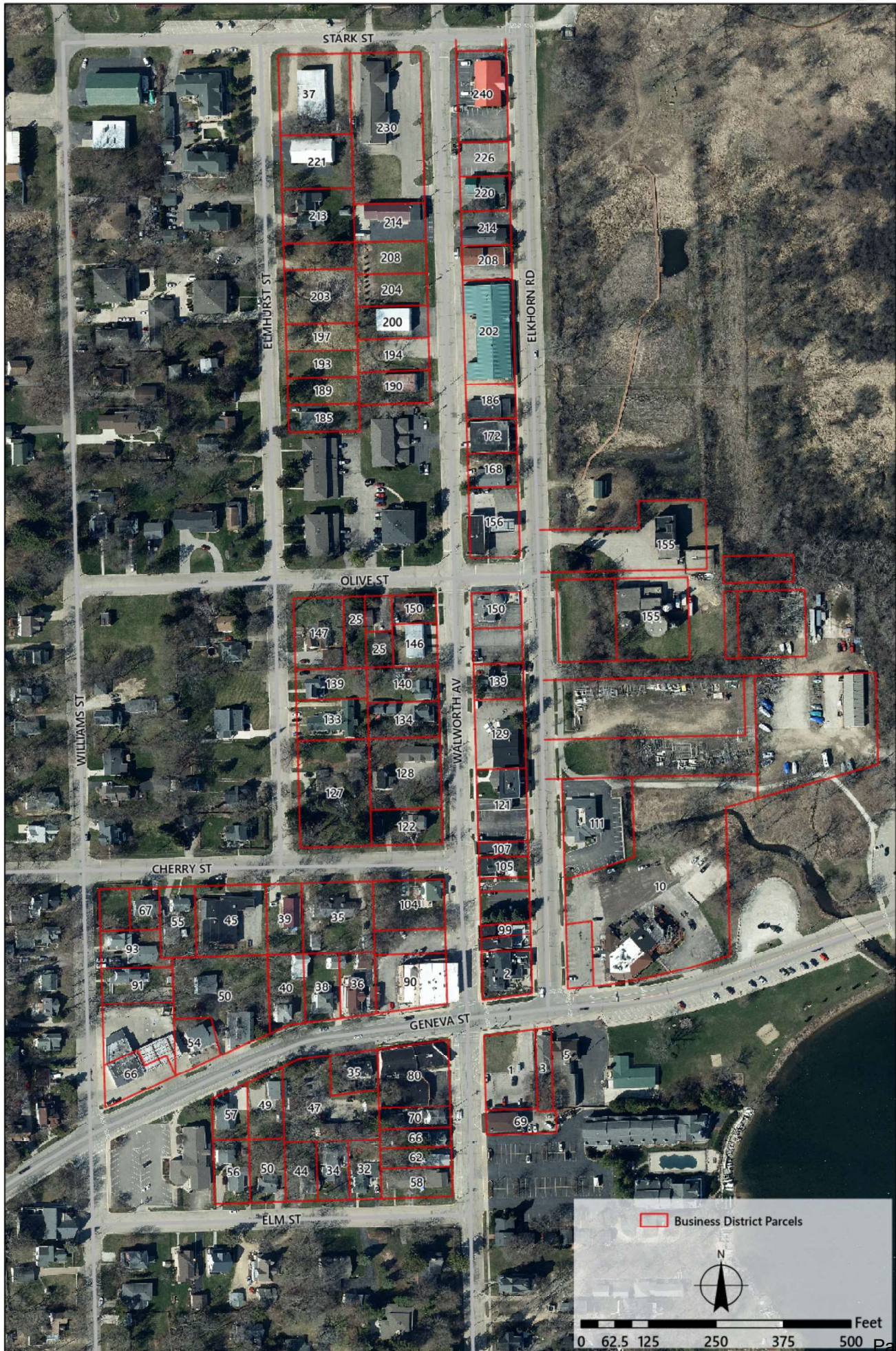
The following agenda items may be considered for Discussion, Consideration, or Action

- I. Call to Order
- II. Roll Call
- III. Discussion About Parking Issues in the Central Business District
- IV. Highway 67 Intersection with Geneva St. *Discussion and possible action on commissioning SEWRPC to study the Highway 67 T-intersection where Elkhorn Rd ends at Geneva St.*
- V. Discussion and Possible Action on Work Order #1 Extending the Term of the Downtown Master Plan Agreement with Vandewalle Associates Until December 31, 2026
- VI. Adjourn

Mary Bartholomew
Streets and Highways Chair

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: 02/09/2026 5:00 PM



PRELIMINARY

Parking Stall Estimate - Central Business District (CBD)					
Village of Williams Bay					
Building Number	Named Street	Estimated Stalls on Named Street	Stalls on Adjacent Property Not in CBD	Estimated Stalls in Parcel	Area Vacant on property (sf)
35	CHERRY ST	3	0	0	0
39	CHERRY ST	1	0	0	0
45/53	CHERRY ST	2	0	0	0
55	CHERRY ST	1	0	0	0
67	CHERRY ST	4	0	0	0
111	ELKHORN RD	3	0	21	880
150	ELKHORN RD	0	0	10	0
155	ELKHORN RD	5	0	0	0
156	ELKHORN RD	0	2	11	500
168	ELKHORN RD	2	2	0	0
170/172	ELKHORN RD	2	2	0	0
186	ELKHORN RD	1	2	3	285
202	ELKHORN RD	4	5	0	0
208	ELKHORN RD	1	2	0	850
214	ELKHORN RD	1	2	2	0
220	ELKHORN RD	0	2	3	0
226	ELKHORN RD	0	2	18	0
230/240	ELKHORN RD	3	6	30	0
32	ELM ST	1	2	0	0
34	ELM ST	2	1	0	0
44	ELM ST	1	1	0	0
46/50	ELM ST	1	1	0	0
54/56	ELM ST	1	1	0	0
127	ELMHURST CT	4	4	0	0
133	ELMHURST CT	0	1	0	0
139	ELMHURST CT	0	1	0	0
147	ELMHURST CT / OLIVE	5	3	0	0
185	ELMHURST CT	1	1	0	0
189	ELMHURST CT	1	0	0	0
193	ELMHURST CT	2	2	0	0

PRELIMINARY

Parking Stall Estimate - Central Business District (CBD)					
Village of Williams Bay					
Building Number	Named Street	Estimated Stalls on Named Street	Stalls on Adjacent Property Not in CBD	Estimated Stalls in Parcel	Area Vacant on property (sf)
197	ELMHURST CT	2	2	0	0
203	ELMHURST CT	2	2	0	0
213	ELMHURST CT	2	2	0	0
221	ELMHURST CT	2	2	0	0
1	GENEVA	6	0	13	0
10	GENEVA ST	4	0	56	2450
3	GENEVA ST	0	0	0	0
35	GENEVA ST	0	0	8	0
32/36	GENEVA ST	0	0	0	0
38	GENEVA ST	0	0	0	0
40	GENEVA ST	0	0	0	0
47	GENEVA ST	0	0	17	1030
49	GENEVA ST	0	0	4	400
46/50	GENEVA ST	1	0	8	300
54	GENEVA ST	0	0	0	960
57	GENEVA ST	0	0	3	212
66	GENEVA ST	0	0	11	1640
214	WALWORTH AVE	0	0	0	1395
25	OLIVE ST	2	0	0	0
2	W GENEVA ST	1	0	0	0
104	WALWORTH AVE / CHERRY	4	0	0	0
105/108	WALWORTH AVE	1	1	10	0
107	WALWORTH AVE	0	0	0	0
120/121	WALWORTH AVE	0	0	17	0
122	WALWORTH AVE / CHERRY	6	0	0	0
128	WALWORTH AVE	4	0	0	0
129	WALWORTH AVE	0	0	10	0
134	WALWORTH AVE	1	0	0	0
139/140	WALWORTH AVE	1	0	6	0
140	WALWORTH AVE	1	0	0	0

PRELIMINARY

Parking Stall Estimate - Central Business District (CBD)					
Village of Williams Bay					
Building Number	Named Street	Estimated Stalls on Named Street	Stalls on Adjacent Property Not in CBD	Estimated Stalls in Parcel	Area Vacant on property (sf)
146	WALWORTH AVE	0	0	0	350
150	WALWORTH AVE / OLIVE	4	0	10	0
190	WALWORTH AVE	0	0	0	360
194	WALWORTH AVE	0	0	8	0
200	WALWORTH AVE	0	0	0	530
204	WALWORTH AVE	2	0	0	0
208	WALWORTH AVE	2	0	0	0
230	WALWORTH AVE / STARK	8	0	29	355
58	WALWORTH AVE	2	2	0	0
62	WALWORTH AVE	1	1	0	0
66	WALWORTH AVE	2	2	0	0
69	WALWORTH AVE	2	0	4	0
70	WALWORTH AVE	1	0	0	0
80	WALWORTH AVE	4	0	9	0
90	WALWORTH AVE / GENEVA	3	3	11	800
99	WALWORTH AVE	4	0	0	0
91	WILLIAMS ST	0	2	0	0
93	WILLIAMS ST	0	1	0	0
Parking Stall Breakdown in CBD		127	65	332	

CBD Total Parking Stalls =	524
Horseshoe Drive Parking Stalls =	76
Geneva Street Parking Stalls =	43
Total Stalls Available to CBD	643

City of Lake Geneva, WI
Wednesday, January 28, 2026

Chapter 74. Traffic and Vehicles

ARTICLE VI.. TRAFFIC CODE

Sec. 74-213. Unattended vehicles.

[Ord. No. 07-08, § 1, 11-12-2007]

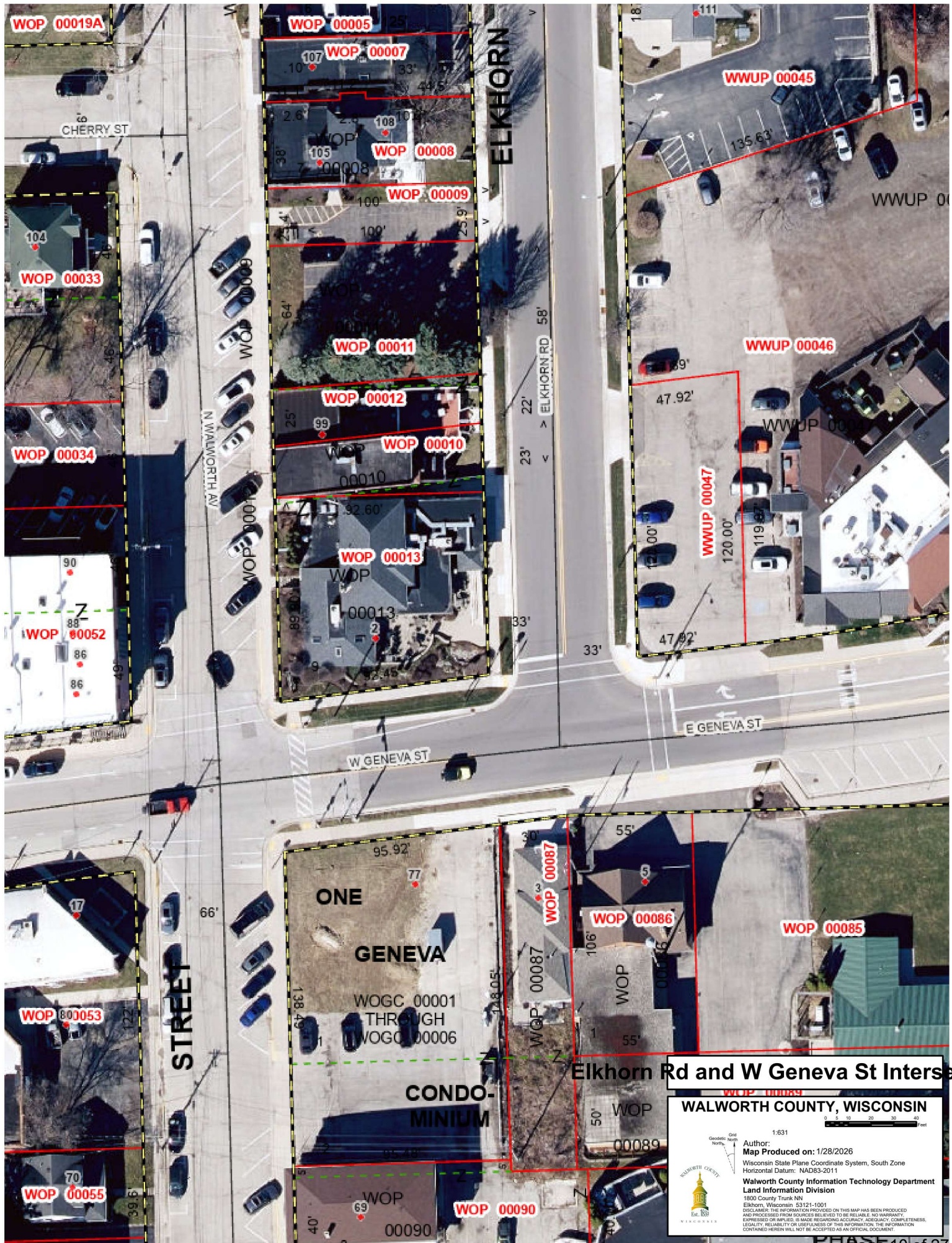
- (a) Prohibited. No person shall leave an automobile unattended on any street, parking lot, public ground or alley while the motor is running. No person shall permit a motor vehicle in his or her custody to stand or remain unattended upon any street, alley or public place in the City without first stopping the engine, locking the ignition, removing the key and taking it with him or her.
- (b) Officer to remove key. Whenever any police officer finds any motor vehicle standing in violation of the provisions in Subsection (a), the officer shall remove the key and deliver the same to the Police Department. Upon so doing, the officer shall attach to the vehicle a notice that the keys will be returned upon presentation of the notice and proof of ownership of the vehicle.
- (c) Motor vehicles weighing more than 6,000 pounds or exceeding 23 feet.
 - (1) No person shall park for any period of time leave standing for any period of time any motor vehicle weighing more than 6,000 pounds or exceeding 23 feet in length on any public street in a residentially zoned district, public parking lot or property.
 - (2) The operator or owner of any truck weighing more than 6,000 pounds or any truck tractor, motor bus, trailer or semitrailer exceeding 23 feet shall not park the same on any street in the City longer than 30 minutes, except for loading and unloading.
 - (3) In commercial and industrially zoned districts where such parking is not otherwise prohibited or restricted, this section shall not prohibit any owner or operator of any of the above mentioned vehicles from parking such vehicles for longer than 30 minutes between the hours of 6:00 p.m. and 6:00 a.m. A commercial vehicle in excess of 23 feet in length may be parked on any public street in any district for a temporary period of time necessary to make a pickup or delivery from a building fronting on that street between the hours of 6:00 a.m. and 5:00 p.m., provided further that such pickup or delivery shall commence immediately upon parking the vehicle and continue without interruption until completed and in no circumstance shall such vehicle park on any public street in excess of 30 minutes.

The Streets and Highway committee intends to help resolve the parking and delivery issues that have cropped up as a result of a new business in our Central Business District (CBD). Even though the new business went through all zoning and code requirements, neighbors are unhappy and asking for our input. Here is a sample of the questions/issues we have been asked to consider.

TOPIC	ISSUE / QUESTION
Customer Parking	Is there a clear understanding of available parking spaces in the CBD?
	Can parking restrictions be enforced?
	Can resident-only parking be enforced?
	Is the village interested in revitalizing its downtown?
	Are current residents in the CBD aware of the impact that they may be asked to absorb if our downtown is revitalized?
	Can current codes be modified to address neighbor concerns?
	Should newly constructed businesses be required to anticipate and solve related parking issues?
	How many parking spaces does the CBD require?
Employee Parking	Is there a clear understanding of available parking for employees working 8-hour shifts in the CBD? How many spaces are needed?
	Can the Village help facilitate between adjacent property owners to accommodate employee parking?
Delivery	Should the Village restrict hours for deliveries?
	Should the Village require that newly constructed businesses plan for deliveries?
	Is the Village willing to allow for delivery trucks to double-park or park along yellow curb?

In the past year, the Streets and Highway Committee has been asked to consider the safety and logic of our downtown intersection at the bend of Highway 67. We have also found many comments and concerns in the 2022 WBBA survey. Currently it is a 3-way intersection with right-of-way for east-bound traffic. Here is a summary of concerns and solutions that we hear.

CONCERN	SUGGESTED SOLUTION
Left-turning vehicle from Elkhorn Rd onto E Geneva St have obstructed view when there is a vehicle in the right lane	Eliminate the right turn lane on Elkhorn Rd
West-bound traffic at the stop sign doesn't know the intention of east-bound traffic	Make east-bound 67 two lanes at the intersection, one straight and one left-turn only
East-bound traffic is undelineated and pavement lacks lane markers	Paint traffic restrictions on the pavement and designate a left turn lane
General confusion for drivers and a dangerous intersection for pedestrians and bicyclists	Put in a 3-way stop
	Put in a traffic light



Elkhorn Rd and W Geneva St Intersection

WALWORTH COUNTY, WISCONSIN

1:631

Author:
Map Produced on: 1/28/2026
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, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-12-26**

**A RESOLUTION AUTHORIZING WORK ORDER NUMBER ONE (1)
FOR THE EXTENSION OF THE CONTRACT TERM FOR CREATING
A DOWNTOWN MASTER PLAN FROM VANDEWALLE & ASSOCIATES, LLC.**

WHEREAS, the Village of Williams Bay ("***Village***") updated and adopted the Village of Williams Bay Comprehensive Plan in 2023 which included the recommendation of creating a Downtown Master Plan; and

WHEREAS, in furtherance of this recommendation, on April 15, 2024 the Village Board, as recommended by the Streets & Highway Committee and the Finance & Personnel Committee authorized the selection of the Downtown Master Plan proposal from Vandewalle & Associates, Inc. (Exhibit A); and

WHEREAS, on February 2, 2026 the Streets & Highway Committee and the Finance & Personnel Committee recommended authorizing Work Order Number One (1) extending the term of the authorized contract with Vandewalle & Associates, Inc. until December 31, 2026; and

WHEREAS, the President and Village Board have determined that it is in the best interests of the Village and its residents to authorize the Work Order Number One (1) extending the term of the contract with Vandewalle & Associates, Inc. to create a Downtown Master Plan (Exhibit B);

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

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

SECTION TWO: **Approval; Authorization.** The Work Order Number One (1) submitted by Vandewalle & Associates, Inc. is hereby authorized in substantially the form attached hereto as Exhibit B. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Proposal in its final form on behalf of the Village.

Approved by the Village Board of the Village of Williams Bay this 2nd day of February 2026.

VILLAGE OF WILLIAMS BAY

By: _____

Adam Jaramillo, President

Attest: _____

Tina Kolls, Clerk

EXHIBIT A – AUTHORIZED CONTRACT 2024
(Vandewalle & Associates, Inc)

DRAFT

EXHIBIT B – WORK ORDER NUMBER ONE - EXTENSION OF TERM 2026
(Vandewalle & Associates, Inc)

DRAFT

David Lothspeich

To: Sonja Kruesel
Subject: RE: Downtown Plan - Updated Work Order

From: Sonja Kruesel <skruesel@vandewalle.com>
Sent: Wednesday, December 17, 2025 1:36 PM
To: Mary Bartholomew <mbartholomew@vi.williamsbay.wi.gov>; David Lothspeich <admin@vi.williamsbay.wi.gov>
Cc: Jeff Maloney <jmaloney@vandewalle.com>
Subject: Downtown Plan - Updated Work Order

Hi Dave and Mary,

Thank you for meeting with us on December 5 to discuss restarting the Downtown Plan.

It sounds like we are aligned that the existing scope of work continues to match the Village's goals for this project. During the meeting, you also asked about the possibility of adding a market analysis component to help identify commercial businesses or land uses that may be most appropriate for the downtown. While we are not a market analysis firm, we can provide high-level, planning-based guidance. This would focus on general land use patterns and character rather than detailed, data-driven market metrics such as income analysis, demographics, or business viability modeling (like a gap analysis). For example, we could offer general guidance on how different areas of the downtown may function - such as the north end primarily serving Village resident-oriented services, while the southern intersection may be better suited for visitor or tourism-oriented uses.

Because the prior contract expiration date has passed, we will need to update the contract in order to move forward. Attached is a work order extending the project timeline through the end of 2026. Please let us know if you have any questions. Otherwise, we ask that you review the attached work order and return a signed copy. Once received, we can plan to resume work on the project after the New Year.

Thank you!
Sonja

Sonja Kruesel, AICP
Associate Planner
Vandewalle & Associates, Inc.

Madison Office
120 E. Lakeside Street
Madison, WI 53715
Cell 920-988-2327

www.vandewalle.com
Shaping Places Shaping Change



December 17, 2025

Work Order Number 0001; Williams Bay Downtown Master Plan Services – Contract Extension

This Work Order is made under the terms and conditions established in the Agreement for Williams Bay Downtown Master Plan Services (Agreement), dated April 26, 2024, between “Client”, Village of Williams Bay, Wisconsin, and VANDEWALLE & ASSOCIATES, INC. All capitalized terms contained herein have the meaning set forth in the Agreement.

Section A Scope of Services

VANDEWALLE & ASSOCIATES agrees to continue to provide Services as defined in the Agreement identified above.

Section B Schedule

This Work Order shall extend the term of the Agreement through December 31, 2026.

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
247 Freshwater Way • Milwaukee, Wisconsin 53204
www.vandewalle.com

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Except to the extent modified herein, all terms and conditions of the original Agreement shall continue in full force and effect.

Village of Williams Bay, Wisconsin

By:

Signature of Authorized Representative

Date

Printed Name

Title

VANDEWALLE & ASSOCIATES, INC.

By:

Nonna Anderson

Nonna Anderson, Business Manager

Date



April 26, 2024

Agreement for Downtown Master Plan Services

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

Article I Scope of Work

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

Work Element One: Community Engagement & Meeting Attendance

- Village Staff Meetings and Project Communications: Facilitate and attend regularly scheduled check-in calls/meetings and ongoing email correspondence with Village representatives. (five virtual meetings)
- Stakeholder Focus Group Meeting: Develop materials and facilitate a meeting with stakeholders to gather site-specific information on existing conditions and on a future vision for the planning area. (one in-person meeting)

Work Element Two: Existing Conditions & Opportunity Analysis

- Review and Summarize Existing Plans & Recommendations: Review and summarize relevant plans including recently completed and/or ongoing Village-led and private sector-led projects. Identify key recommendations that remain relevant to the planning study.

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342 North Water Street • Milwaukee, Wisconsin 53202 • 414.421.2001 • 414.732.2035 Fax
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- Conduct an Existing Conditions Inventory & Analysis: Inventory existing conditions using aerial photographs, County and Village planning and land records.
- Identify Parking & Circulation Opportunities: Conduct a high-level parking analysis using aerial photographs to identify existing off-street parking spots in the downtown area, existing street parking spots in the downtown area, and identify priority locations for increasing or reorganizing parking capacity near key destinations.
- Identify Redevelopment Site Opportunities: Review properties within the planning area to identify potential redevelopment site opportunities.
- Develop an Opportunity Analysis Graphic with Summary Text: Utilize data and analysis gathered in this Element to produce a deliverable “Opportunity Analysis Graphic” with summary text identifying existing conditions, parking and circulation opportunities, and redevelopment opportunities.

Work Element Three: Streetscape Design Layout

- Develop Streetscape Cross Section and Plan View: Provide a plan view and a typical cross section version of a streetscape design for the planning area which can be used to inform elements for consideration ahead of the Phase 2 State Hwy 67 reconstruction.
- Develop Streetscape Amenities Palette: Provide graphic images as recommendations for a unified streetscape amenities palette to include features such as street lighting, street furniture and other decorative and wayfinding elements.
- Develop Parking and Circulation Concept: Provide a parking and circulation concept that identifies priority locations for increasing or reorganizing parking capacity near key destinations.

Work Element Four: Document Completion & Adoption

- Create Implementation Action Plan: Develop a tabular summary of recommended implementation action steps.
- Complete Final Report: Develop a final report with graphic analysis and supporting text to convey all information developed through the

course of the project in an easy-to-digest document. The final report will include products developed in Work Elements One through Four.

- Joint Plan Commission & Village Board Adoption Plan Meeting: Attend one in-person meeting held jointly between the Plan Commission and Village Board to review findings of the report and to consider final acceptance of the project document.

Optional Tasks

As directed by the Village, VANDEWALLE & ASSOCIATES can undertake optional tasks for an additional cost.

- Joint Plan Commission & Village Board Draft Plan Meeting (in-person): A review of the draft plan to provide additional comments and direction prior to the final approval.
- Concept Redevelopment Site Plan and Visual Rendering Sketch: Selection of a priority redevelopment site and creation of a concept site plan and visual rendering sketch to provide an inspiring vision for a catalytic development in the planning area.
- Attend Property Owner Meeting with Village Representative (in-person): Attend 1 in-person meeting with downtown property owners in a meeting coordinated by the Village.

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

Article II Client’s Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the

accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.

- B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be David Lothspeich, Village Administrator.
- C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

[illegible]

- D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.
- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall commence from the date of execution, and be in effect through December 31, 2024, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis with the budget for not to exceed \$29,000.
- B. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).
- C. Invoice charges to the Client are divided into these two elements:
 - 1. Professional Fees.
Charged for all Services rendered at current billing rates as listed in Attachment One.
 - 2. Reimbursable Expenses.
 - a. Most will be invoiced at cost, including travel and all in-house charges.
 - b. Some Reimbursable Expenses will be charged at cost multiplied by 1.1. These are limited to items charged through a third-party vendor. Examples of these would include: printing, reproduction, and delivery charges.

- D. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

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

Article VI Dispute Resolution

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

Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable

Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.

- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.

- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. Client and VANDEWALLE & ASSOCIATES agree to indemnify, defend and hold one another, their agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees) to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are directly caused by either's gross negligence or willful misconduct.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.
- G. In order for VANDEWALLE & ASSOCIATES' to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement, regardless of the basis of the claim. VANDEWALLE & ASSOCIATES' aggregate liability (including attorneys' fees) to Client shall not exceed the amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted.

April 26, 2024

9

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

Village of Williams Bay

By:



Signature of Authorized Representative

5/10/24

Date

David Lathrop

Printed Name

Village Administrator

Title

VANDEWALLE & ASSOCIATES, INC.

By:

Nonna Anderson, Business Manager

Date

ATTACHMENT ONE
FEE SCHEDULE

	<u>Hourly Rates</u>
Company President	\$220 to \$300
Principal	\$200 to \$280
Associate	\$110 to \$160
Assistant	\$85 to \$100
GIS Analyst/Cartographer	\$105 to \$120
Communications Specialist	\$70 to \$150
Project Assistant	\$40 to \$65