



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

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

MONDAY, AUGUST 3, 2026 AT 6:45 PM

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

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

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 July 6, 2026

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

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Bids for Sanitary Sewer Replacement on Oakwood Street and Orchard Street. *The project includes the replacement of sanitary sewer at two locations: Oakwood Street from Center Street south to mid-block and then west through existing easements to Orchard Street and the Lift Station 4 gravity sewer along the lakefront from just north of Gage Marine to Bay Shore Villas.*
- d. Discussion and Possible Action to Increase Village Sewer Connection Fees for New Homes from \$5,100 to \$5,610
- e. Village Engineers Report
- f. Adjourn

III. Streets & Highways Committee – Bartholomew, Franzen, Wright

- a. Call to Order

- b. Roll Call
- c. Discussion and Possible Action on the Temporary Closure of N. Lakeshore Drive During the Fontana Triathlon on September 12, 2026 to Include an Officer on Site
- d. Discussion and Possible Action on A Proposal for an Environmental Assessment of the Village-owned Properties (WWUP 00048- Horvath Property and WWUP 00049 - Horseshoe Lot) Located Along the Village Pathway Between Elkhorn Street and the Horseshoe Parking Lot Re: State of Wisconsin Department of Economic Development Vibrant Spaces Grant
- e. Discussion and Possible Action on A Request To Install Stop Signs at Liechty and Conference Point to Create a Four-way Stop
- f. Discussion and Possible Action on the Installation of a Stop Sign at the 3-way Intersection Where Elm St Ends at Williams St.
- g. Discussion and Possible Action on the Painting of Parking Stall Lines in the Central Business District (CBD) Along Elkhorn Rd and W Geneva St
- h. Discussion and Possible Action on The Installation of A "No Exit Sign" at the Library to Prevent Drivers from Exiting onto W Geneva St
- i. Adjourn

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

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Behavioral Parking Restrictions Ordinance
- d. Discussion and Possible Action on An Ordinance Repealing and Re-creating 345-10 of the Village Code Concerning Penalties for Vehicle and Traffic Violations. *The proposed changes reference the penalty amounts established in the State of Wisconsin - Uniform State Traffic Deposit Schedule to be the same as the Walworth County Fee Structure.*
- e. Discussion and Possible Action on An Ordinance Establishing Village Regulations on Food Trucks
- f. Adjourn

V. Protective Services Committee – Umans, Franzen

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Request For Authorization to Hire A Candidate for the Seasonal Community Service Officer (CSO) Position
- d. Discussion and Possible Action on the Application for Class "B" Beer and "Class B" Liquor License from SJA Liquor LLC (d/b/a Tide & Tavern)
- e. Discussion and Possible Action on an Application for Temporary "Class B" Retailers License to Sell Wine for the Friends of Kishwaukee NPO for Their KNC Annual Wine Walk on September 26, 2026 from 2:00pm to 5:00PM
- f. Discussion and Possible Action on a Temporary Class "B"/"Class B" Retailer's License Application from the Williams Bay Lions Club for Williams Bay Lions Club Corn & Brat Fest August 7 - August 9, 2026
- g. Fontana Emergency Medical (EMS) Monthly Numbers
- h. Williams Bay Police Chief's Monthly Report
- i. Williams Bay Police Department Monthly Numbers
- j. Adjourn

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

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Bids for Sanitary Sewer Replacement on Oakwood Street and Orchard Street. *The project includes the replacement of sanitary sewer at two locations: Oakwood Street from Center Street south to mid-block and then west through existing easements to Orchard Street and the Lift Station 4 gravity sewer along the lakefront from just north of Gage Marine to Bay Shore Villas.*
- d. Discussion and Possible Action on A Proposal for an Environmental Assessment of the Village-owned Properties (WWUP 00048- Horvath Property and WWUP 00049 - Horseshoe Lot) Located Along the Village Pathway Between Elkhorn Street and the Horseshoe Parking Lot Re: State of Wisconsin Department of Economic Development Vibrant Spaces Grant
- e. Discussion and Possible Action on Request For Authorization to Hire A Seasonal Community Service Officer (CSO)
- f. 2026 Budget Status Update - Informational
- g. Discussion and Possible Action on Budget Schedule and Setting Dates for 2027 Village Budget Meetings
- h. Presentation and Discussion on Long-term Financial Status Projections
- i. Adjourn

VII. Village Board Committee of the Whole

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

- 1. Discussion and Possible Action on Bids for Sanitary Sewer Replacement on Oakwood Street and Orchard Street. *The project includes the replacement of sanitary sewer at two locations: Oakwood Street from Center Street south to mid-block and then west through existing easements to Orchard Street and the Lift Station 4 gravity sewer along the lakefront from just north of Gage Marine to Bay Shore Villas.*
- 2. Discussion and Possible Action to Increase Village Sewer Connection Fees for New Homes from \$5,100 to \$5,610
- 3. Discussion and Possible Action on A Proposal for an Environmental Assessment of the Village-owned Properties (WWUP 00048- Horvath Property and WWUP 00049 - Horseshoe Lot) Located Along the Village Pathway Between Elkhorn Street and the Horseshoe Parking Lot Re: State of Wisconsin Department of Economic Development Vibrant Spaces Grant
- 4. Discussion and Possible Action on Request For Authorization to Hire A Seasonal Community Service Officer (CSO)
- 5. Discussion and Possible Action on a Temporary Class "B"/"Class B" Retailer's License Application from the Williams Bay Lions Club for Williams Bay Lions Club Corn & Brat Fest August 7 - August 9, 2026
- 6. Discussion and Possible Action on the Application for Class "B" Beer and "Class B" Liquor License from SJA Liquor LLC (d/b/a Tide & Tavern)
- b. Adjourn

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 07/31/2026 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, JULY 6, 2026 AT 6:45 PM
VILLAGE HALL COUNCIL ROOM
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

THE MEETING WILL BE LIVE-STREAMED ON THE VILLAGE OF WILLIAMS BAY'S
YOUTUBE, WHICH CAN BE FOUND HERE:
[HTTPS://YOUTUBE.COM/LIVE/NYWDJVKEDZC?FEATURE=SHARE](https://youtube.com/live/nywdjvkedzc?feature=share)

I. Village Board Committee of the Whole

a. Call to Order

President Jaramillo called the meeting to order at 06:50pm.

b. Roll Call

Present: President Adam Jaramillo, Trustees George Vlach, Lowell Wright, 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, Treasurer Jennifer Thiele, 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 June 1, 2026

The motion to approve the Joint Village Board Committee of the Whole & Committees Meeting Minutes of June 1, 2026 was initiated by Trustee Franzen and seconded by Trustee Wright. Unanimously carried.

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

a. Call to Order

Chairman Trustee Umans called the meeting to order at 06:51pm.

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, Treasurer Thiele, Clerk Kolls

c. Village Engineers Report

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

- STH 67 Reconstruction East-West Section
- Sanitary Sewer Replacement
- Water Plant Letter Flood Map Revision (LOMR) Assistance
- Corrosion Control Study - Improvements to Water Plant
- Street Rehabilitation Program
- East Geneva Street Canyon Development - Formar Levar
- Bailey Estates Phase 6 - Phase 7
- Preserve Development - Former GW College
- Willabay Meadows Subdivision
- TowerCom - 175 foot Antenna Structure at South Potawatomi Road
- Development - 80 N. Walworth
- Park Place CSM
- Former Elementary School Development
- Women's Leadership Center

d. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Russell at 07:04pm. Unanimously carried.

III. Parks & Lakefront Committee – Russell, Wright, Vlach

a. Call to Order

Chairman Trustee Russell called the meeting to order at 07:04pm.

b. Roll Call

Present: Trustees Russell, Wright and Vlach

Also Present: President Jaramillo, Trustees Bartholomew, Umans and Franzen, Administrator Lothspeich, Police Chief Timm, Fontana Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Treasurer Thiele, Clerk Kolls

c. Discussion and Possible Recommendation of the Williams Bay Lions Club's Request to Install a Plaque on the Dog Park Shelter Indicating that the Shelter was Constructed Using Funds from the Lions Club

The motion to recommend Village Board approval of Williams Bay Lions Club's Request to Install a Plaque on the Dog Park Shelter Indicating that the Shelter was Constructed Using Funds from the Lions Club was initiated by Trustee Russell and seconded by Trustee Vlach. Unanimously carried.

d. Discussion and Possible Recommendation of the Williams Bay Lions Club's Request to Install a Plaque on the Lions Fieldhouse Indicating that the Lions Club Assisted in Funding the Tree Replacement

The motion to recommend Village Board approval of Williams Bay Lions Club's Request to Install a Plaque on the Lions Fieldhouse Indicating that the Lions Club Assisted in Funding the Tree Replacement was initiated by Trustee Russell and seconded by Trustee Wright. Unanimously carried.

e. Informational Update on Cashless Beach and Boat Launch

Trustee Russell gave a brief update on the status of the Williams Bay beach and boat launch going cashless.

f. Adjourn

The motion to adjourn was initiated by Trustee Russell and seconded by Trustee Vlach at 07:08pm. Unanimously carried.

IV. Streets & Highways Committee – Bartholomew, Franzen, Wright

a. Call to Order

Streets and Highways was not called to order.

b. Roll Call

- c. Discussion and Possible Action on A Proposal for an Environmental Assessment of the Village-owned Properties (WWUP 00044; WWUP 00048 and WWUP 00049) Located Along the Village Pathway Between Elkhorn Street and the Horseshoe Parking Lot Re: State of Wisconsin Department of Economic Development Vibrant Spaces Grant

- d. Adjourn

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

- a. Call to Order

Chairman Trustee Franzen called the meeting to order at 07:09pm.

- 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, Treasurer Thiele, Clerk Kolls

- c. Discussion and Possible Action on Building Inspections Services Contract with Municipal Code Enforcement (MCE). *The Building, Zoning and Ordinance Committee recommended approval of the proposal from Municipal Code Enforcement (MCE).*

The motion to recommend Finance & Personnel Committee approval of Building Inspections Services Contract with Municipal Code Enforcement (MCE) was initiated by Trustee Franzen and seconded by Trustee Russell. Unanimously carried.

- d. Discussion and Prioritization of Current Code Review Priorities

Trustee Franzen gave a brief update on the prioritization of current code review priorities.

- e. Adjourn

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

VI. Protective Services Committee – Vlach, Umans, Franzen

- a. Call to Order

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

- 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, Treasurer Thiele, Clerk Kolls

- c. Approval of Protective Services Committee Meeting Minutes: (1) April 27, 2026 and (2) April 29, 2026

The motion to Approve the Protective Services Committee Meeting Minutes: (1) April 27, 2026 and (2) April 29, 2026 was initiated by Trustee Umans and seconded by Trustee Franzen. Unanimously carried.

- d. Discussion and Possible Action on the Application for Class "B" Beer and "Class B" Liquor License from Big Daddy's LLC (d/b/a Daddy Maxwells)

The motion to recommend Village Board approval of the Application for Class "B" Beer and "Class B" Liquor License from Big Daddy's LLC (d/b/a Daddy Maxwells) was initiated by Trustee Franzen and seconded by Trustee Umans. Unanimously carried.

- e. Fontana Emergency Medical (EMS) Monthly Numbers

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

- f. Williams Bay Police Chief's Monthly Report

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

- The response to the weather emergency was fantastic.
- Officer Carlton's FTO will be ending in a few weeks. The department will be fully staffed.

- The job posting for the CSO closes on Friday. Interviews will begin next week.
- The Police Department had a very busy 4th of July. The calls for service were doubled from what is normal.
- Officer Rudi is now on Bike Patrol. There seems to be a lot more community engagement.

g. Williams Bay Police Department Monthly Numbers

The Committee discussed the Williams Bay Police Department Monthly Numbers.

h. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Franzen at 07:24pm. Unanimously carried.

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

a. Call to Order

Chairman Wright called the meeting to order at 07:24pm.

b. Roll Call

Present: Trustees Wright, Umans, Bartholomew

Also Present: President Jaramillo, Trustees Vlach, Russell and Franzen, Administrator Lothspeich, Police Chief Timm, Fontana Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Treasurer Thiele, Clerk Kolls

c. 2026 Borrowing Status Report

The Committee briefly discussed the 2026 Borrowing Status Report.

- d. Discussion and Possible Action on A Proposal for an Environmental Assessment of the Village-owned Properties (WWUP 00044; WWUP 00048 and WWUP 00049) Located Along the Village Pathway Between Elkhorn Street and the Horseshoe Parking Lot Re: State of Wisconsin Department of Economic Development Vibrant Spaces Grant**

There was no action taken on this item.

- e. Discussion and Possible Action on Building Inspections Services Contract with Municipal Code Enforcement (MCE). *The Building, Zoning and Ordinance Committee recommended approval of the proposal from Municipal Code Enforcement (MCE) and will be considering the draft contract for recommendation to Finance and Personnel.***

The motion to recommend Village Board approval of the Building Inspections Services Contract with Municipal Code Enforcement (MCE). *The Building, Zoning and Ordinance Committee recommended approval of the proposal from Municipal Code Enforcement (MCE) and will be considering the draft contract for recommendation to Finance and Personnel* was initiated by Trustee Wright and seconded by Trustee Bartholomew. Unanimously carried.

f. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Bartholomew at XX:XXpm. Unanimously carried.

VIII. Village Board Committee of the Whole

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

- 1. Discussion and Possible Action on the Williams Bay Lions Club's Request to Install a Plaque on the Lions Fieldhouse Indicating that the Lions Club Assisted in Funding the Tree Replacement**

The motion to the Discussion and Possible Action on the Williams Bay Lions Club's Request to Install a Plaque on the Lions Fieldhouse Indicating that the Lions Club Assisted in Funding the Tree Replacement was made by Committee, no second required. Unanimously carried.

- 2. Discussion and Possible Action on the Williams Bay Lions Club's Request to Install a Plaque on the Dog Park Shelter Indicating that the Shelter was Constructed Using Funds from the Lions Club**

The motion to the Discussion and Possible Action on the Williams Bay Lions Club's Request to Install a Plaque on the Dog

Park Shelter Indicating that the Shelter was Constructed Using Funds from the Lions Club was made by Committee, no second required. Unanimously carried.

3. Discussion and Possible Action on the Application for Class "B" Beer and "Class B" Liquor License from Big Daddy's LLC (d/b/a Daddy Maxwells)

The motion to the Discussion and Possible Action on the Application for Class "B" Beer and "Class B" Liquor License from Big Daddy's LLC (d/b/a Daddy Maxwells) was made by Committee, no second required. Trustee Russell, No. Motion Carries.

4. R-45-26 A Resolution Authorizing A Proposal for an Environmental Assessment of the Village-owned Properties (WWUP 00044; WWUP 00048 and WWUP 00049) Located Along the Village Pathway Between Elkhorn Street and the Horseshoe Parking Lot Re: State of Wisconsin Department of Economic Development Vibrant Spaces Grant

There was no action taken on this item.

5. R-46-26 A Resolution Approving Building Inspections Services Contract With Municipal Code Enforcement (MCE).

The motion to the R-46-26 A Resolution Approving Building Inspections Services Contract With Municipal Code Enforcement (MCE) was made by Committee, no second required. Unanimously carried.

6. **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, regarding outstanding issues involving contract between the Village of Williams Bay and Rock Road Companies, Inc., dated September 16, 2024 for 2024 Roadway Improvements. And closed session pursuant to Wis. Stat. Sec. 19.85 (1) (g,) conferring with legal counsel for the Village Board who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation which it is or is likely to become involved.

The motion to move into 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, regarding outstanding issues involving contract between the Village of Williams Bay and Rock Road Companies, Inc., dated September 16, 2024 for 2024 Roadway Improvements. And closed session pursuant to Wis. Stat. Sec. 19.85 (1) (g,) conferring with legal counsel for the Village Board who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation which it is or is likely to become involved was initiated by Trustee Umans and seconded by Trustee Wright.

Votes:

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

No: None

Abstain: None

Result: Passes

7. **Open Session.** Return to Open Session

The motion to return to Open Session was initiated by Trustee Umans and seconded by Trustee Bartholomew at 08:18pm. Unanimously carried.

8. Discussion and Possible Action on Items Discussed During Closed Session

The motion to inform Rock Road Companies, Inc. and Fidelity and Deposit Company of Maryland that pursuant to sections 3.1 and 3.2 of the performance bond, the Village Board is declaring Rock Road Companies, Inc. in default of their contract with Williams Bay dated September 16, 2024 for 2024 Roadway Improvements, and terminating the Agreement for cause pursuant to section 15.02A of the Project Manual, for failure to perform work in accordance with the contract documents and for repeated disregard of the authority of the engineer. Further, that the Village Board has received the decision of the engineer of July 6, 2026 regarding the amount of compensation due Rock Road Companies, Inc. for change orders #1-#4, and have determined to accept that decision, resulting in total payments for those change orders of \$39,412.55, with the total final payment determined in accordance with 15.02 of the general conditions of the

contract reduced by \$16,000 plus engineering and legal costs was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

b. Adjourn

The motion to adjourn was initiated by Trustee Russell and seconded by Trustee Franzen at 08:20pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

July 30, 2026

Village President and Trustees

Village of Williams Bay

250 Williams Street

Williams Bay, WI 53191

Delivered Via Email: clerk@vi.williamsbay.wi.gov

Subject: Village of Williams Bay – Award Recommendation – Sanitary Sewer Replacement

Dear President and Trustees.

The bid opening for the Sanitary Sewer Replacement Project occurred on July 30, 2026, at 10:00a; below is a copy of the bid form. The opinion of probable cost was \$1.25M in July of 2025; the difference is due to the price of oil due to the war with Iran.

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

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1	PRECONSTRUCTION VIDEO RECORDING	1 LSUM	Lump Sum	\$3,000.00
2	SANITARY SEWER 8-INCH DIA (OPEN CUT)	1640 LF	\$350.00	\$574,000.00
3	TREE REMOVAL	1 LSUM	Lump Sum	\$25,000.00
4	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	100 CY	\$100.00	\$10,000.00
5	CONNECTION TO EXISTING SEWER	10 EACH	\$2,500.00	\$25,000.00
6	BUILDING SERVICE LINES (4-INCH TO 8-INCH DIA)	250 LF	\$250.00	\$62,500.00
7	SANITARY SEWER LATERAL CONNECTION TO MAIN	30 EACH	\$1500.00	\$45,000.00
8	SANITARY SEWER MANHOLE (4'-0" DIA)	13 EACH	\$12,000.00	\$156,000.00
9	MANHOLE DROP CONNECTION (8-INCH)	1 EACH	\$7,000.00	\$7,000.00
10	TELEVISION OF EXISTING SANITARY SEWERS TO LOCATE SERVICE CONNECTIONS	550 LF	\$8.00	\$4,400.00
11	BUILDING SERVICE IDENTIFICATION (SANITARY)	15 EACH	\$1,000.00	\$15,000.00

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
12	FALSE SERVICE LOCATION	200 LF	\$100.00	\$20,000.00
13	TELEVISION OF LINED SEWER FOR FINAL INSPECTION	550 LF	\$2.00	\$1,100.00
14	GRANULAR BACKFILL	1890 LF	\$60.00	\$113,400.00
15	REPLACEMENT OF EXISTING STORM SEWER 24-INCH	250 LF	\$300.00	\$75,000.00
16	CURED-IN-PLACE PIPE 8-INCH DIA (MH TO MH)	550 LF	\$60.00	\$33,000.00
17	SERVICE LATERAL REINSTATEMENT AND CONNECTION SEALING	15 EACH	\$300.00	\$4,500.00
18	GRINDING OF SERVICE TAP	5 EACH	\$400.00	\$2,000.00
19	EROSION AND SEDIMENTATION CONTROL	1 LSUV	Lump Sum	\$80,000.00
20	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	40 LF	\$150.00	\$6,000.00
21	PCC SIDEWALK REMOVAL AND REPLACEMENT	300 SF	\$15.00	\$4,500.00
22	TRENCH PATCH	300 SY	\$85.00	\$25,500.00
23	RESTORATION OF LAWNS AND PARKWAYS	1 LSUM	Lump Sum	\$180,000.00
24	TRAFFIC CONTROL AND PROTECTION	1 LSUM	Lump Sum	\$8,000.00
25	MOBILIZATION	1 LSUM	Lump Sum	\$100,000.00
26	CONSTRUCTION LAYOUT AND STAKING	1 LSUM	Lump Sum	\$13,433.00
TOTAL AMOUNT OF BID				\$1,533,333.00

5. The Work will begin as set forth in the

We reviewed the bid and found Globe Contractors, Inc., to be the lowest responsible and responsive bidder. Based on our prior experience with this bidder, we believe that Globe Contractors, Inc. is qualified to complete the project. We recommend awarding this contract to Globe Contractors, Inc. for \$1,533,333.00, contingent on regulatory approvals.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, PE

Encs.

C: David Louthspeich, Administrator – email
Wayne Edwards, DPW – email

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R-19-26

**A RESOLUTION ADOPTING THE VILLAGE OF WILLIAMS BAY
2026 CAPITAL IMPROVEMENT PLAN (CIP)**

WHEREAS, the Finance and Personnel Committee reviewed the draft Capital Improvement Plan (CIP) as part of the Village's annual budget process; and

WHEREAS, the Village Board has reviewed the proposed revenues and the proposed capital expenditures for all purposes and has directed that the 2026 CIP be prepared accordingly; and

WHEREAS, the Finance and Personnel Committee reviewed the CIP on February 11, 2026 and recommended approval of the 2026 CIP.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Williams Bay, Wisconsin that the 2026 Capital Improvement Plan which is attached hereto (Exhibit A) as and made a part hereof, is hereby approved.

Passed and adopted this 16th day of February 2026.

VILLAGE OF WILLIAMS BAY:

Adam Jaramillo, Village President

ATTEST:

Tina Kolls, Village Clerk

EXHIBIT A:

Village of Williams Bay 2026 Capital Improvements Plan (CIP)

VILLAGE OF WILLIAMS BAY CAPITAL IMPROVEMENT PLAN
2026-2031 ALL PROJECTS

3/10/2026

	2026	2027	2028	2029	2030	2031	Total
EST. BEGINNING FUND BALANCE							
FUNDING SOURCES							
FUTURE GO LEVY SUPPORTED	\$ 869,457	\$ 478,000	\$ 1,070,000	\$ 2,235,000	\$ 2,495,000	\$ 1,306,000	\$ 8,453,457
FUTURE WATER PROCEEDS	\$ 1,250,000	\$ 671,500	\$ 1,500,000		\$ 1,100,000	\$ 5,317,000	\$ 9,838,500
FUTURE SEWER PROCEEDS		\$ 311,000	\$ 600,000		\$ 851,000	\$ 2,175,000	\$ 3,937,000
LRIP SUPPORTED		\$ 700,000					\$ 700,000
TOURISM SUPPORTED			\$ 1,000,000	\$ 465,000	\$ 600,000		\$ 2,065,000
CW LOAN PROCEEDS							\$ -
SW LOAN PROCEEDS							\$ -
2022 BOND PROCEEDS	\$ 89,983						\$ 89,983
TOTAL SOURCES	\$ 2,209,440	\$ 2,160,500	\$ 4,170,000	\$ 2,700,000	\$ 5,046,000	\$ 8,798,000	\$ 25,083,940
TOTAL SOURCES (GEN GO ONLY)	\$ 959,440	\$ 478,000	\$ 1,070,000	\$ 2,235,000	\$ 2,495,000	\$ 1,306,000	\$ 8,543,440
USES BY CATEGORY							
Walworth Avenue WM		\$ 596,500					\$ 596,500
Well 2 Roof		\$ 30,000					\$ 30,000
Well 3 Roof		\$ 30,000					\$ 30,000
Building Tuckpointing		\$ 15,000					\$ 15,000
Elementary School Area Water Improvements			\$ 1,500,000				\$ 1,500,000
Loch Vista Water Main					\$ 1,100,000		\$ 1,100,000
Non Participating Funds - W Geneva St Water						\$ 4,100,000	\$ 4,100,000
Geneva Street - STH 67 Water						\$ 617,000	\$ 617,000
Geneva Street WM Replacement						\$ 600,000	\$ 600,000
Gravity Sewer Replacement	\$ 1,250,000						\$ 1,250,000
Walworth Avenue Sewer Repairs		\$ 311,000					\$ 311,000
Elementary School Area Sewer Improvements			\$ 600,000				\$ 600,000
Harris Road FM In Geneva St					\$ 851,000		\$ 851,000
Non Participating Funds - W Geneva St Sewer						\$ 1,480,000	\$ 1,480,000
W. Geneva Sewer Laterails (2031)						\$ 695,000	\$ 695,000
Bank Building Purchase and Repairs	\$ 475,000	Increase from \$450K to \$475K					\$ 475,000
DPW Plow Truck	\$ 300,000						\$ 300,000
Main and Emergency Entries		\$ 125,000					\$ 125,000
Squad Car	\$ 90,000	\$ 95,000			\$ 95,000		\$ 280,000
Mower	\$ 32,000						\$ 32,000
Utility Vehicle	\$ 30,000						\$ 30,000
Pine Tree Removal/Replacement		\$ 30,000					\$ 30,000
Library Carpet & Flooring		\$ 17,000					\$ 17,000
Document Scanning	\$ 15,000						\$ 15,000
PW Furnance Replacement	\$ 12,000						\$ 12,000
Library Bathroom Updates		\$ 6,000					\$ 6,000
Mobile Speed Board Signs	\$ 5,440						\$ 5,440
Geneva St./Cedar Point Dr.					\$ 2,400,000		\$ 2,400,000
Edgewater Park Playground Improvements		\$ 150,000					\$ 150,000
DPW truck		\$ 45,000					\$ 45,000
Lions Park Batting Cage Replacement			\$ 35,000				\$ 35,000
Elementary School Area Street Improvements			\$ 900,000				\$ 900,000
Lions Park Playground Expansion				\$ 200,000			\$ 200,000
Chipper			\$ 50,000				\$ 50,000
Geneva Street Bridge			\$ 40,000				\$ 40,000
Library Exterior Painting			\$ 20,000				\$ 20,000
Lions Park Concessions			\$ 15,000				\$ 15,000
Parking Lot Improvements		\$ 10,000					\$ 10,000
Library Breaker Panel			\$ 10,000				\$ 10,000
Fire Station Renovations				\$ 2,000,000			\$ 2,000,000
Landscaping Upgrades				\$ 25,000			\$ 25,000
Squad Vests				\$ 10,000			\$ 10,000
Non Participating Funds - W Geneva St General						\$ 1,306,000	\$ 1,306,000
Lions Park Combo Baseball/Softball Field							\$ -
Removal of Theatre Rd Baseball Field							\$ -
Pollinator Plots & Theatre Rd							\$ -
Theatre Rd Tennis Court Lights							\$ -
HVAC Upgrades Lions Field House							\$ -
Hard Surface Parking @ Theatre							\$ -
Theater Road Pathway			\$ 1,000,000				\$ 1,000,000
Lions Park Walking Path				\$ 65,000			\$ 65,000
East Beach Improvements				\$ 200,000			\$ 200,000
Beachhouse Rehabilitation				\$ 200,000			\$ 200,000
Boat Launch Parking Lot/Turn Around					\$ 600,000		\$ 600,000
Walworth Ave Road		\$ 700,000					\$ 700,000
TOTAL USES	\$ 2,209,440	\$ 2,160,500	\$ 4,170,000	\$ 2,700,000	\$ 5,046,000	\$ 8,798,000	\$ 25,083,940
TOTAL USES GEN GO ONLY (THRU 28)	\$ 959,440	\$ 478,000	\$ 1,070,000	\$ 2,235,000	\$ 2,495,000	\$ 1,306,000	\$ 2,507,440
EST. ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

WATER PROJECTS

SEWER

GENERAL OBLIGATION PROJECTS

TOURISM

LRIP

12/20/24 Updated 07/19/26

2025 Actuals		\$61,106	\$51,164	\$62,978	\$62,745	\$65,948	\$80,825	\$85,790	\$87,681	\$65,538	\$59,386	\$57,294	\$69,229	\$809,684.80
Diff		-\$1,996	-\$5,182	-\$6,170	-\$6,493	-\$2,705	\$4,417	-\$17,894	\$8,093	-\$3,070	-\$2,337	-\$5,219	\$6,716	-\$31,839.55

Connection Fees		WalCoMet		Village		YTD 2025 2026 Diff \$384,766 \$442,662 \$57,896 Proj 2026 Diff Budget Diff
Effective Date		From	To	From	To	
Prior to 01/01/24			\$4,000		\$4,500	
01/01 2024		\$4,000	\$4,230	\$4,500	\$4,750	
01/01/2025		\$4,230	\$4,360	\$4,750	\$4,860	
03/01/2026		\$4,360	\$4,601	\$4,860	\$5,100	
						New \$5,610

New
\$5,610

YTD				
2025	\$384,766			
2026	\$442,662	Proj 2026	Budget	Diff
Diff	\$57,896	\$867,581	\$840,000	\$27,581
		\$900,000	Rob	\$60,000

RESOLUTION R-41-26

**A RESOLUTION APPROVING AMENDMENT 2
VILLAGE FEE SCHEDULE FOR YEAR 2026**

WHEREAS, the Village of Williams Bay Village Board, Walworth County, State of Wisconsin has determined that it is prudent that fees be regularly reviewed on an annual basis for cost effectiveness, amended from time to time; and

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

WHEREAS, on February 16, 2026, the Village of Williams Bay Board of Trustees adopted Resolution R-21-26 Approving the Village Fees Schedule for 2026; and

WHEREAS, on June 1, 2026, the Parks and Lakefront and on June 15, 2026, the Finance and Personnel Committee recommended approval of Amendment 2 to the 2026 Fee Schedule adding the notation that "Village Departmental Events & Projects at Village-owned Properties Are Exempt From Fees" (attached "Exhibit A")

THEREFORE, BE IT RESOLVED that the Village of Williams Bay, Walworth County, Wisconsin by this resolution approves the Amendment 2 to the Village fee schedule for year 2026 as attached "Exhibit A".

Approved by the Village Board of the Village of Williams Bay this 15th day of June 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

Village of Williams Bay

Fee Schedule for Year 2026 – Amendment 2

(Village Departmental Events & Projects Exept - Attached Following Pages)

DRAFT

**Village of Williams Bay**

DRAFT 06/09/2026

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

Village Departmental Events and Projects at Village-owned Properties are Exempt from Fees

FINANCE AND TAXATION

Fee Type	Fee	Resolution	Chapter
Room Tax Permit	\$25	R-9-18	46

ALARM SYSTEMS

Fee Type	Fee	Resolution	Chapter
Alarm Permit	\$10 annually	R-8-21	125

ALCOHOL BEVERAGES

Fee Type	Fee	Resolution	Chapter
Alcohol Beverages - "Class A" intoxicating liquor	\$500 per year	R-8-21	128
Alcohol Beverages - "Class A - Above Quota" intoxicating liquor	\$500 per year	R-31-26	128
Alcohol Beverages - "Class B" intoxicating liquor	\$500 per year	R-8-21	128
Alcohol Beverages - "Class A" fermented malt beverage	\$25 per year	R-8-21	128
Alcohol Beverages - "Class B" fermented malt beverage	\$100 per year	R-8-21	128
Class "B" picnic	\$10 per license	R-8-21	128
Reserve "Class B"	\$10,000 for initial issuance or \$500 if a bona fide club or lodge situated and incorporated in the state for at least six years. After initial issuance, \$500 per year	R-8-21	128
Class "C" wine license	\$100 per year	R-8-21	128
Publication fee	\$50	R-8-21	128
Operator's license	\$40 per two years	R-8-21	128
Provisional operator license	\$15	R-9-21	128
Temporary operator license	\$10	R-9-21	128

AMUSEMENTS

Fee Type	Fee	Resolution	Chapter
Amusement permit	\$5	R-8-21	132

ANIMALS

Fee Type	Fee	Resolution	Chapter
Dog License fees - Altered (spayed/neutered) dog	\$15	R-8-21	136
Dog license fees - Unaltered dog	\$30	R-8-21	136
Kennel license (under 174.053(1), Wis. Stats.	\$35	R-8-21	136
Late dog license fee - April 1st or later	\$5	R-8-21	136
Riding or livery stable license, each horse kept or boarded	\$10	R-8-21	136

BICYCLES AND PLAY VEHICLES

Fee Type	Fee	Resolution	Chapter
Bicycle registration fee	\$2	R-8-21	145

CIGARETTES AND TOBACCO PRODUCTS

Fee Type	Fee	Resolution	Chapter
Cigarette/tobacco license	\$100	R-8-21	164

EXPLOSIVES

Fee Type	Fee	Resolution	Chapter
Explosives - license fee	\$10 annually	R-8-21	182
Explosives - Fee per tree blasted	\$1	R-8-21	182
Explosives - More than one charge of explosive	\$1 for each charge	R-8-21	182
Fireworks	\$100	R-15-22	264

HOUSING STANDARDS AND RENTAL PROPERTY

Fee Type	Fee	Resolution	Chapter
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Village of Williams Bay

DRAFT 06/09/2026

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

Property Registration	\$10 per building			R-12-18	205
Initial Inspection Fee	\$75 per unit			R-12-18	205
Reinspection Fee	\$150 per unit			R-12-18	205
Voluntary inspection Fee	\$90 per unit			R-12-18	205

MOBILE HOMES, RECREATIONAL AND COMMERCIAL MOTOR VEHICLES AND TENTS

Fee Type	Fee			Resolution	Chapter
Mobile home park license or renewal	\$2 for each space			R-8-21	242
Mobile home park license transfer	\$10 each transfer			R-8-21	242

NUISANCES

Fee Type	Fee			Resolution	Chapter
Noxious Weed Removal	for the next half hour or fraction thereof,			R-8-21	253

Peace & Good Order

Fee Type	Fee			Resolution	Chapter
Edgewater Rental Deposit (non-profit Williams Bay organizations only)	\$500 refundable deposit			R-8-21	264
Lions Field House - Resident homeowner	\$200			R-9-21	264
Lions Field House - Resident renter	\$200 + \$500 refundable damage deposit			R-9-21	264

PUBLIC WATER AND BEACHES

	Daily	Weekly	Annual	Resolution	Chapter
Commercial Use of Boat Launch Area					
Commercial Watercraft Non-Powered	\$13.00	NA	\$130.00	2025-07	281
Commercial Watercraft Powered 19' 11" or less	\$19.00	NA	\$190.00	2025-07	281
20' to 25' 11"	\$35.00	NA	\$350.00	2025-07	281
26' or greater	\$41.00	NA	\$410.00	2025-07	281
Commercial Vehicle use of launch with trailer	\$13.00	NA	\$130.00	2025-07	281
Trailer 19' 11" or less	\$19.00	NA	\$190.00	2025-07	281
Trailer 20' to 25' 11"	\$35.00	NA	\$350.00	2025-07	281
Trailer 26' or greater	\$41.00	NA	\$410.00	2025-07	281
Commercial Vehicle only	\$19.00	NA	\$190.00	2025-07	281
Commercial use of launch exceeding 20 minutes	\$ 20.00 per 1/2 hour	NA	NA	2025-07	281
Overnight Mooring of watercraft (e.g barge) on Village Property/Shoreline	\$30	\$150		2025-07	
Fishing Tournament fees:				R-3-18	281
1 to 10 boats	\$25 flat fee plus launch fee for each boat	effective 1/1/23		R-27-22	281
11 to 25 boats	\$75 flat fee plus launch fee for each boat	effective 1/1/23		R-27-22	281
26 to 50 boats	\$250 flat fee plus launch fee for each boat	effective 1/1/23		R-27-22	281
51 or more boats	Fee determined on a case by case basis - Need approval of Village Board	effective 1/1/23		R-27-22	281
Waterway Markers	\$7 each			R-9-21	281
Beach Tags (kids 5 and under free)					
Resident (limited to those living in household)	\$5 each	effective 1/1/23		R-27-22	N/A
Non-Resident:				R-4-19	N/A
Children (Age 6-11)	\$50 each			R-4-19	N/A
Adult (Age 12 and up)	\$70 each			R-4-19	N/A
Family	\$180 each, up to 4 tags			R-4-19	N/A
Non-Resident students of Williams Bay School District and Faith Christian Schools	\$25 each			R-4-19	N/A
Lost Tags	\$25 each			R-4-19	N/A

**Village of Williams Bay**

DRAFT 06/09/2026

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

Guest Pass (<i>Residents only</i>)	\$10 each; limit 3 per household			R-4-22	N/A
Daily Fees (kids 5 and under free)					
Daily passes purchased at beach				R-4-19	N/A
Children (Ages 6-11)	\$5			R-4-19	N/A
Adult (Age 12 and up)	\$10			R-4-22	N/A
Parking pass (<i>Residents only</i>)	\$3 each; limit 3 per household	effective 1/1/23		R-27-22	N/A
Annual Boat slip lease					
Municipal slip	\$2,498.00			R-21-26	N/A
24' slip	\$2,789.00			R-21-26	N/A
26' slip	\$2,995.00			R-21-26	N/A
28' slip	\$3,092.00			R-21-26	N/A
Boat lift installation	\$300.00			R-21-26	N/A
Boat lift removal	\$300.00			R-21-26	N/A
Boat lift storage	\$230.00			R-21-26	N/A
Municipal Ramp	\$380.00			R-21-26	N/A
Municipal Rack	\$150.00			R-21-26	N/A
Annual Horvath Storage	\$759.60			R-4-19	N/A
Launch Fees-Resident					
	Daily		Annual		
Non-Motorized (West Launch)	\$2		\$20.00	R-39-25	N/A
Non-Motorized (East Launch)	\$13.00		\$130.00	R-39-25	N/A
19'11" or less	\$19.00		\$190.00	R-39-25	N/A
20' to 25'11"	\$23.00		\$230.00	R-39-25	N/A
26' or greater	\$27		\$270.00	R-39-25	N/A
Launch Fees- Non Resident					
	Daily		Annual		
Non-Motorized (West Launch)	\$2		\$20.00	R-39-25	N/A
Non-Motorized (East Launch)	\$13.00		\$130.00	R-39-25	N/A
19'11" or less	\$19.00		\$190.00	R-39-25	N/A
20' to 25'11"	\$35.00		\$350.00	R-39-25	N/A
26' or greater	\$41.00		\$410.00	R-39-25	N/A
Kayak and Paddleboard rental fees					
<u>Resident Rates</u>					
Kayak Tandem - 1 hour	\$20			R-7-22	N/A
Kayak Tandem - 2 hours	\$40			R-7-22	N/A
Kayak Tandem - 4 hours	\$55			R-7-22	N/A
Kayak Tandem - Day	\$90			R-7-22	N/A
Kayak Single - 1 hour	\$15			R-7-22	N/A
Kayak Single - 2 hours	\$25			R-7-22	N/A
Kayak Single - 4 hours	\$45			R-7-22	N/A
Kayak Single - Day	\$80			R-7-22	N/A
Stand Up Paddle Board - 1 hour	\$15			R-7-22	N/A
Stand Up Paddle Board - 2 hours	\$25			R-7-22	N/A
Stand Up Paddle Board - 4 hours	\$45			R-7-22	N/A
Stand Up Paddle Board - Day	\$80			R-7-22	N/A
<u>Non- Resident Rates</u>					
Kayak Tandem - 1 hour	\$30			R-7-22	N/A
Kayak Tandem - 2 hours	\$55			R-7-22	N/A
Kayak Tandem - 4 hours	\$80			R-7-22	N/A
Kayak Tandem - Day	\$130			R-7-22	N/A
Kayak Single - 1 hour	\$25			R-7-22	N/A
Kayak Single - 2 hours	\$40			R-7-22	N/A
Kayak Single - 4 hours	\$55			R-7-22	N/A
Kayak Single - Day	\$105			R-7-22	N/A

**Village of Williams Bay****DRAFT 06/09/2026**

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

Stand Up Paddle Board - 1 hour	\$25			R-7-22	N/A
Stand Up Paddle Board - 2 hours	\$40			R-7-22	N/A
Stand Up Paddle Board - 4 hours	\$55			R-7-22	N/A
Stand Up Paddle Board - Day	\$105			R-7-22	N/A
Financial					
Photocopies Wis. Stats. 19.3 (3) (a)	\$.25 per side of page			R-11-19	N/A
Incident Reports	\$2.00 for reports 5 pages or less; \$3.00 for 6-10 pages; \$4.00 for 11-15 pages, .25 pp thereafter			R-11-19	N/A
Accident Reports	\$6.00 per report			R-11-19	N/A
CD/DVD	\$5.00 per CD/\$10 per DVD			R-11-19	N/A
Photographs	\$2.00 each 3X5 / \$3.00 each 5X7 / \$5.00 each 8X10			R-11-19	N/A
Transcription Fees	\$20 per page for a transcript of a recording if transcription is required			R-11-19	N/A
Mailing Fees Wis. Stats. 19.35 (3) (d)	Actual, Necessary, and Direct Cost			R-11-19	N/A
Locating Fees Wis.Stats. 19.35(3) (c)	Actual current hourly rate of employee locating record, if in excess of \$50			R-11-19	N/A
Special Assessment Letters	\$40.00			R-8-18	N/A
Return Check Fee	\$35.00			R-8-18	N/A
<u>STREETS AND SIDEWALKS</u>					
Fee Type	Fee			Resolution	Chapter
Snow Removal	\$200/hour or fraction thereof and \$100			R-8-18	314
Street Opening Permit	\$50 each opening			R-9-21	314
<u>TRANSIENT MERCHANTS</u>					
Fee Type	Fee			Resolution	Chapter
Peddlers & Transient Merchant Registration Fee	\$50 Non Refundable			R-8-21	327
<u>VEHICLES, ABANDONED AND JUNKED</u>					
Fee Type	Fee			Resolution	Chapter
Abandoned and junked vehicles - Retained vehicle via sealed bid or auction	\$10 per day			R-8-21	342
Abandoned and junked vehicles - List of vehicles to be sold	\$10			R-8-21	342
Abandoned and junked vehicles - Fee to offset towing and junking charges	\$10			R-8-21	342
<u>VEHICLES AND TRAFFIC</u>					
Fee Type	Fee			Resolution	Chapter
Snowmobile renter's license application fee	\$25			R-8-21	345
Motor-driven cycles rental license fee - Four or fewer vehicles	\$50			R-8-21	345
Motor-driven cycles rental license fee - More than four but fewer than nine	\$100			R-8-21	345
Motor-driven cycles rental license fee - Nine or more vehicles	\$125			R-8-21	345
<u>BUILDING CONSTRUCTION</u>					
Fee Type	Fee			Resolution	Chapter
<u>RESIDENTIAL BUILDING (1 and 2 FAMILY)</u>					
	Minimum \$70			R-20-22	153
1. New Construction	\$0.34 per square ft.			R-20-22	153
2. Additions	\$0.34 per square foot			R-20-22	153
3. Remodels, repairs, alterations	\$8 per \$1000 valuation			R-20-22	153
4. Accessory Structures	\$0.27 per square foot			R-20-22	153
5. Decks	\$120			R-20-22	153
6. Pools, above ground	\$100			R-20-22	153
7. Pools, in ground	\$150			R-20-22	153
8. Siding	\$72			R-20-22	153
9. Re-roof	\$72			R-20-22	153
10. Re-inspection	\$75 per inspection			R-20-22	153
11. Early start permit	\$180.00			R-20-22	153
12. Occupancy Permit	\$85.00			R-20-22	153
13. Temporary Occupancy Permit	\$96.00			R-20-22	153
14. WI UDC Decal	\$43.00			R-20-22	153
15. Raze/Demolition	\$120 plus \$0.07 per square foot (may be waived if condemned)			R-20-22	153

**Village of Williams Bay****DRAFT 06/09/2026**

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

16. Moving of buildings	\$190 plus \$0.07 per square foot		R-20-22	153
17. Permit to begin construction of footings and foundations	\$192		R-20-22	153
18. All other buildings where square footage cannot be determined	\$11 per \$1,000 valuation		R-20-22	153
COMMERCIAL BUILDINGS – ALL NON-RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL				
1. New Construction	New Residential: \$0.34 per square foot		R-20-22	153
	New Business: \$0.31 per square foot		R-20-22	153
	New Manufacturing/Industrial: \$0.21 per square foot		R-20-22	153
2. New Construction, Agricultural	\$0.28 per square foot		R-20-22	153
3. Additions	\$0.31 per square foot		R-20-22	153
4. Remodel (Levels 1 and 2) Up to \$10,000 cost)	\$8 per \$1,000 valuation		R-20-22	153
5. Remodel (Level 3)	\$0.34		R-20-22	153
6. Re-roof	\$120		R-20-22	153
7. Re-inspection	\$75 per inspection		R-20-22	153
8. Early start permit	\$252		R-20-22	153
9. Occupancy Permit	Commercial: \$190 per unit		R-20-22	153
	Industrial, Institutional: \$180 per unit		R-20-22	153
10. Temporary Occupancy Permit	\$192.00		R-20-22	153
11. Raze/Demolition	\$100 plus \$0.07 per square foot		R-20-22	153
12. Moving	\$175 plus \$0.07 per square foot		R-20-22	153
13. All other buildings where square footage cannot be determined	\$11 per \$1,000 valuation		R-20-22	153
14. Commercial and Industrial exhaust hoods and systems	\$132		R-20-22	153
15. Fuel Tanks	Installation: \$8 per 1,000 gallons		R-20-22	153
	Removal, repairs, alterations: \$100 per tank		R-20-22	153
LAND DISTURBANCE AND EROSION CONTROL				
1. 1 and 2 Family Residences	\$156		R-20-22	153
2. Multi-family Residences	\$192 for 1 st 15,000 sq ft, \$15/1000 square feet up to 1 acre		R-20-22	153
3. Commercial, Industrial	\$192 for 1 st 15,000 sq ft, \$15/1000 square feet up to 1 acre		R-20-22	153
4. Accessory Buildings	\$120		R-20-22	153
5. Decks, patios, retaining walls, pools	\$120		R-20-22	153
6. Additions	\$120		R-20-22	153
PLAN REVIEW FEES				
1. 1 and 2 Family Residence	\$240		R-20-22	153
2. 1 and 2 Family Addition	\$102		R-20-22	153
3. 1 and 2 Family Alteration	\$78		R-20-22	153
4. Multi-Family Residence	\$270 plus \$43 per unit		R-20-22	153
5. Commercial/Industrial New, Alteration or Addition	any state review is per SBD 118		R-20-22	153
6. Accessory Building over 120 square feet	\$90		R-20-22	153
7. Decks	\$67		R-20-22	153
8. Swimming pools	\$120		R-20-22	153
9. Mechanical Plans	\$84 per page		R-20-22	153
10. Revisions	\$84 per page		R-20-22	153
ELECTRICAL				
1. New Building	\$90 base fee plus \$0.10 per square foot		R-20-22	153
2. Service Upgrades, Rewire, Temp	\$90		R-20-22	153
3. Generator, Transfer Switch	\$120		R-20-22	153
4. Remodel, Replacement	\$90 base fee plus \$0.10 per square foot		R-20-22	153



Village of Williams Bay

DRAFT 06/09/2026

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

5. Commercial, Level 2 alteration	\$90 base fee plus \$0.10 per square foot			R-20-22	153
6. Commercial, Level 3 Alteration	\$90 base fee plus \$0.10 per square foot			R-20-22	153
7. Replacement	\$90			R-20-22	153
HVAC					
1, New Building	\$90 base fee plus \$0.10 per square foot			R-20-22	153
2. Commercial Level 2 Alteration	\$90 base fee plus \$0.10 per square foot			R-20-22	153
3. Commercial Level 3 Alteration	\$90 base fee plus \$0.10 per square foot			R-20-22	153
4. Replacement	\$90.00			R-20-22	153
OTHER NOTES					
Special Inspections, complaints, pre-existing permits, others	Hourly Rate, one hour minimum			R-20-22	153
Failure to obtain permit before starting work	Double fee			R-20-22	153
Determining Square Footage	Include all floor levels, crawl spaces, basements, decks and porches, based on outside dimensions. Building Inspector responsible for final calculations			R-20-22	153
Failure to call for final inspection	\$60			R-20-22	153
Tree Permit	\$50/ for 1-5 trees, and \$10/tree above that OR \$250 donation to Friends of Kishwaukee for each tree not being replaced			R-15-22	331
<u>PLUMBING STANDARDS</u>					
Fee Type	Fee			Resolution	Chapter
PLUMBING					
1. New Building	\$90 base fee, plus 0.14 per square foot			R-20-22	270
2. Sanitary Building Sewer	\$90 1 st 100 feet and \$0.05 per foot thereafter			R-20-22	270
3. Storm Building Sewer	\$90 1 st 100 feet and \$0.05 per foot thereafter			R-20-22	270
4. Manholes/Catch Basins	\$90 each			R-20-22	270
5. Water Service	\$75 1 st 100 feet and \$0.35 per foot thereafter			R-20-22	270
6. Fire Sprinkler System	\$95 base fee, plus \$0.05 per square foot thereafter			R-20-22	270
7. Replacement	\$90.00			R-20-22	270
Plumbing Permit - Connection to sanitary sewer	\$500 plus Walcomet charges			R-8-21	270
<u>LAND DIVISION</u>					
Fee Type	Fee			Resolution	Chapter
Subdivider fee in lieu of planting street trees	\$100			R-8-21	375
Reapplication fee for any preliminary plat previously reviewed	\$200			R-8-21	375
Reapplication fee for any final plat previously reviewed	\$200			R-8-21	375
<u>ZONING</u>					
Fee Type	Fee			Resolution	Chapter
Residential Principal Use - Single Family	\$175			R-5-18	390
Residential Principal Use - Two Family	\$175			R-5-18	390
Residential Principal Use - Multiple Family/Condos	\$225 plus \$20/unit			R-5-18	390
Residential Accessory Use	\$75			R-5-18	390
Residential Addition/Alteration	\$75			R-5-18	390
Residential Deck	\$75			R-5-18	390
Swimming Pool	\$100			R-5-18	390
Commercial, Business, Institutional & Industrial Principal Use	\$150			R-5-18	390
Commercial, Business, Institutional & Industrial Addition	\$100			R-5-18	390
Telecommunication Towers	\$100			R-5-18	390
Signs - New	\$150			R-5-18	390
Signs - Refacing	\$75			R-5-18	390



Village of Williams Bay

DRAFT 06/09/2026

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

Fences	\$75			R-5-18	390
Written Zoning Verification	\$75			R-5-18	390
Permit Revision Fee	\$50			R-5-18	390
Certified Survey Map	\$200 plus \$20/lot			R-5-18	390
Preliminary Plat	\$200 plus \$20/lot			R-5-18	390
Final Plat	\$100 plus \$10/lot			R-5-18	390
Planned Development	\$500			R-5-18	390
Interpretation	\$200			R-5-18	390
Certificate of Compliance	\$200			R-5-18	390
Temporary Use Permit	\$200			R-5-18	390
Project Concept Review	\$200			R-5-18	390
Site Plan Review	\$200 plus .04/sf floor area			R-5-18	390
Zoning Map/Text Amendment	\$500			R-5-18	390
Conditional Use Permit	\$500			R-5-18	390
Variance	\$500			R-5-18	390
Appeal	\$500			R-5-18	390
Land Use Plan Amendment	\$500			R-5-18	390
Tourist Rooming House Permit	\$450	effective 1/1/23		R-28-22	390
Fire/EMS Department					
Fee Type	Fee			Resolution	Chapter
Resident					
BLS Transport	\$1500/\$20 per mile			R-94-24	174-2
ALS Transport	\$1500/\$20 per mile			R-94-24	174-2
Non-Transport	No Fee			R-94-24	174-2
Non-Resident					
BLS Transport	\$1500/\$20 per mile			R-94-24	174-2
ALS Transport	\$1500/\$20 per mile			R-94-24	174-2
BLS Non-Transport	\$200.00			R-94-24	174-2
ALS Non-Transport	\$400.00			R-94-24	174-2
Paramedic Intercept					
ALS Transport	\$500.00			R-94-24	174-2
Non-Transport - Cardiac Arrest	\$500.00			R-94-24	174-2
Repeat Non-Transport Fees					
Up to Three Per Year	Standard Fees			R-94-24	174-2
4th Response	\$200.00			R-94-24	174-2
5th Response & Above	\$400.00			R-94-24	174-2
2024 Standby Fees					
One Apparatus - Up to 8 Hours	\$500.00			R-94-24	174-2
Paramedic Per Hour	\$46.00			R-94-24	174-2
Firefighter/EMT Per Hour	\$38.00			R-94-24	174-2

VILLAGE OF WILLIAMS BAY
Engineer's Report
July 30, 2026

STH 67 Reconstruction: East – West Section – Project No. 230260 **No Change**

- We will begin the final design on the water main after the WDOT provides a current preliminary field survey for the route; we expect this in the next month.
- The Village should replace any non-PVC sanitary sewer laterals in the right of way to prevent the vibratory roller from damaging the clay laterals, requiring the homeowner to patch the new roadway. We may need additional televising to determine the ones that are not PVC. The WDOT does not need to know about this work until after they issue the 60 percent plans.

Women's Leadership Center – Project Number 222626 **No Change**

- The water main is installed and operational. We will issue a punch list just after binder installation. When complete, the Village will need to accept the water main by resolution.
- WLC will request the Village to vacate the west 1/3rd of the installed main. WLC will prepare the necessary documents.

Water Plant Letter Flood Map Revision (LOMR) Assistance—Project No. 2325347

- SEWRPC obtained approval from the WDNR for the flood map revision.
- SEWRPC will send letters to impacted residents and hold a public hearing following FEMA approval.

Park Place CSM – Project No. 2400339

- The developer is Jack Pease/Super-Mix Aggregates.
- The water main is installed and operational. They still need to complete the paving, which is planned for the week of August 17, 2026.

Preserve Development – Former GW College – Project No. 2326581

- We met with the design team in the week of February 11th to discuss bidding of the public improvements; there has been no real action since.
- We have not seen a plan submittal.
- We don't expect the need for Village action until November.

East Geneva Street Canyon Development – Former Levar – Project No. 2326015

- The developer is requesting regulatory approvals.
- We will observe construction of the public improvements.

No Change

VILLAGE OF WILLIAMS BAY
Engineer's Report
July 30, 2026

Sanitary Sewer Replacement – Project No. 2501134

- The project includes the replacement of sanitary sewer at two locations: Oakwood Street from Center Street south to mid-block and then west through existing easements to Orchard Street and the Lift Station 4 gravity sewer along the lakefront from just north of Gage Marine to Bay Shore Villas.
- See the separate bid recommendation letter.

Former Elementary School Development – Jack Pease – Project No. 2501550

- We talked to the Developer on July 29, 2026; he will have the buildings completely removed in the next two weeks; he noted that he is waiting for plans from his engineer for stormwater review. They plan to verify that infiltration will work and use permeable pavements in the private alley.
- All utilities except water will be private and installed in the private alley between the lots.
- The next step is planning commission.

Willabay Meadows Subdivision – Project No. 0210482

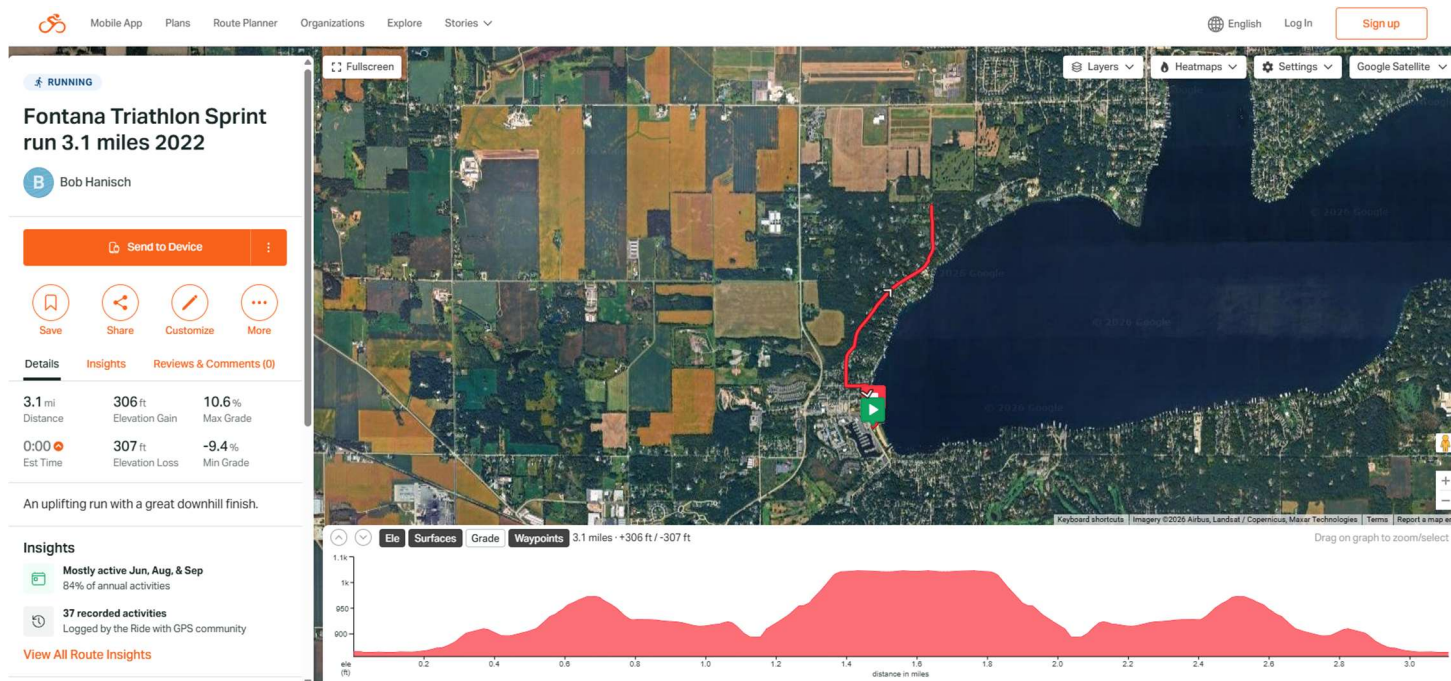
- The developer is Shodeen Inc.; the utility contractor is Wanasek; the grading contractor is New Berlin Grading.
- They plan to begin utility construction early in September and may have the road binder down yet this year.
- They are currently providing the necessary letter of credit for the improvements to the public.

Bailey Estates – Drainage Dedication-- Phase 6—Phase 7 – Project No. 2501884

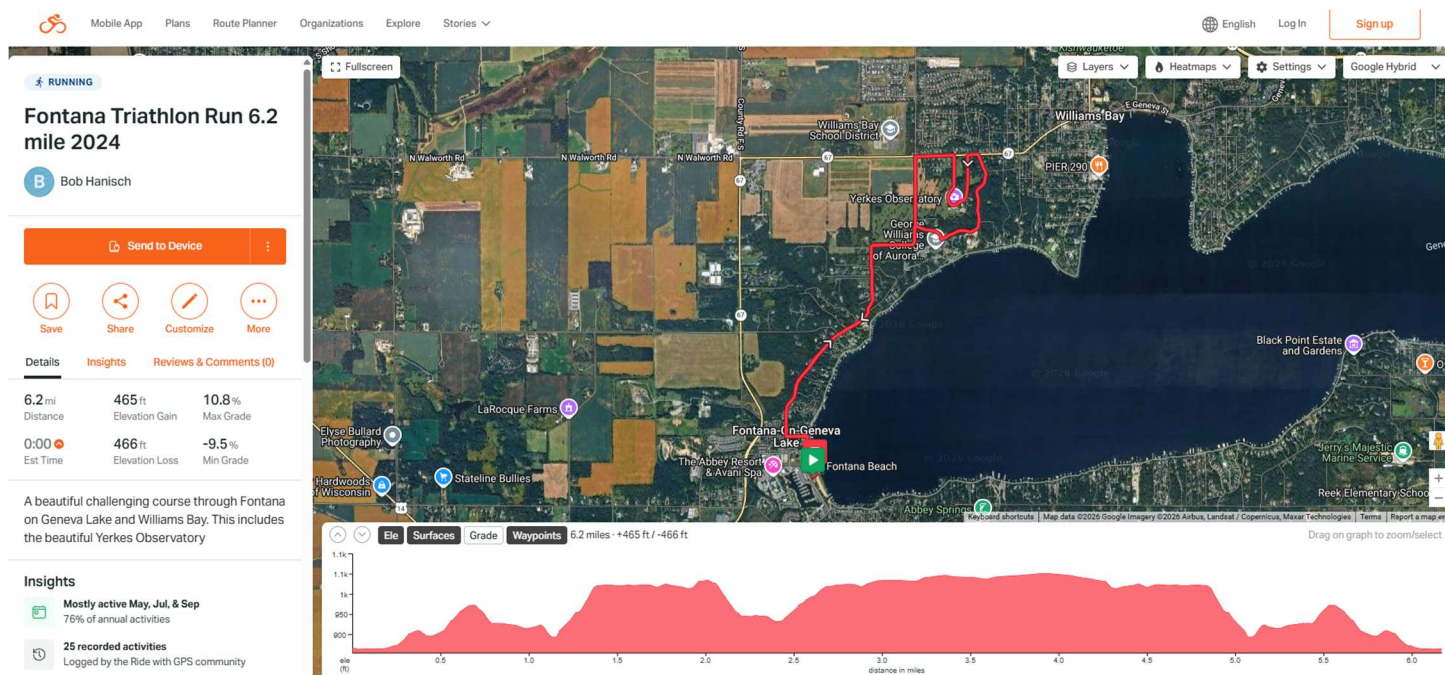
- Phase 6: Utilities are installed and record drawings are in process; he plans to reduce the letter of credit in the next few months.
- Phase 7 north of Phase 6 is still in the permitting phase.

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Fontana Triathlon – Sprint Run Route



Fontana Triathlon – Olympic Run Route





ECS Midwest, LLC

Proposal for Phase I Environmental Site Assessment

Village of Williams Bay adjacent to Kishwauketoe
251 Elkhorn Rd, Williams Bay, Wisconsin 53191

For: Baxter & Woodman Consulting Engineers
500 E. Main Street, Suite 101, Waterford, Wisconsin 53185

ECS Proposal Number 53:10423

July 9, 2026



July 9, 2026

Mr. Doug Snyder
Baxter & Woodman Consulting Engineers
500 E. Main Street, Suite 101
Waterford, Wisconsin 53185

ECS Proposal No. 53:10423

Reference: Proposal for Phase I Environmental Site Assessment, Village of Williams Bay adjacent to Kishwaukee, 251 Elkhorn Rd, Williams Bay, Walworth County, Wisconsin 53191

Dear Mr. Snyder:

ECS Midwest, LLC (ECS) is pleased to provide Baxter & Woodman Consulting Engineers (Client) with this proposal to perform a Phase I Environmental Site Assessment (ESA) for the Village of Williams Bay adjacent to Kishwaukee property. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 251 Elkhorn Rd in Williams Bay, Walworth County, Wisconsin 53191. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

ECS Midwest, LLC

Esther Darkwah
Assistant Staff Project Manager
edarkwah@ecslimited.com
217.993.2145

Alissa Braun-Headrick
Environmental Principal
aheadrick@ecslimited.com
913.425.0884

PROJECT INFORMATION AND SCOPE OF SERVICES

Project Description

ECS understands the subject property is located at 251 Elkhorn Rd in Williams Bay, Walworth County, Wisconsin 53191. According to the Walworth County Online Geographic Information Systems (GIS) website, the subject property identified as Parcel Identification Numbers (PIN) WWUP 00049 and WWUP 00048 is owned by the VILLAGE OF WILLIAMS BAY. The subject property also includes portions of the existing pathway that is also located within a 33' wide Village right-of-way easement on PIN WWUP 00045 and PIN WWUP 00046. Based on available information, the subject properties are currently developed with a bike path, outside and inside storage, boat rigging area, and municipal parking lot. The path (subject property) is outlined in black in the image below.



Scope of Services

ECS proposes the following scope of services, and optional services, that may be selected by the client on the enclosed Proposal Acceptance Form.

Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment (ESA) will be prepared in general accordance with ASTM Standard E1527-21, Standard Practice for Phase I Environmental Site Assessments. We note that there may be some instances which require an adjustment to the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements or other services, beyond the scope outlined in this proposal, are requested. We would notify you in advance if these additional services would result in increased fees.

To expedite the preparation of the Phase I ESA, please provide ECS with the following:

1. Copies of updated site plans/plots which you may have available;
2. A point of contact for site access;
3. A current chain-of-ownership for the subject property (preferably dating back to 1940 or earlier);
4. The name and telephone number of the current owner so that ECS may conduct an interview; and,
5. A completed User Questionnaire (blank form for your use is attached).

In accordance with the ASTM protocol, it is the obligation of the "User" (i.e., the party relying on the report) to report to the environmental professional (i.e., ECS) any environmental liens encumbering the property or any specialized knowledge or experience of the User that would provide information about previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, ECS requests any previous environmental information related to the property.

We have attached the User Questionnaire to assist the User and the environmental professional (ECS) in gathering information from the User that may be material to identifying recognized environmental conditions with respect to the site. *As the User of the report, please complete the attached User Questionnaire and return it with the signed proposal. The User Questionnaire should be completed by the User of the Phase I ESA, which is the party to whom the report is addressed. ECS will conduct a separate interview with the property owner (assuming owner contact information is provided).* We request that the User Questionnaire be completed and returned to ECS at the same time this proposal is authorized to avoid delays in delivering the final report. All answers on the User Questionnaire should be provided only to the best of your current knowledge; completion of the User Questionnaire should not require additional research by the User or inquiry to the current property owner. ECS will conduct a separate interview with the current property owner. This User Questionnaire will be included in the Phase I ESA Report and will assist in satisfying the "User's Responsibilities" portion of the ASTM Standard.

ECS will prepare one Phase I ESA Report for the subject property. A copy of the report will be forwarded electronically upon completion of the project.

Optional Services:

Environmental Lien and Activity and Use Limitation Search

In addition, the ASTM standard also requires a search for the existence of environmental liens and activity and use limitations (AULs) in accordance with 40 CFR Part 312. If this information is not readily available, ECS can contract with a third party provider to conduct this search for an additional fee. It should be noted that failure to obtain this information may preclude your ability to qualify for certain liability protections under CERCLA. Please indicate on the attached authorization page if you would prefer ECS to obtain this information on your behalf for an additional fee of \$450 per parcel. (The ASTM E1527-21 standard allows the user to utilize title commitment reports, title insurance, or other equivalent title research in lieu of a specific Lien and AUL search. If such documents are available, please transmit them to ECS prior to the completion of the Phase I ESA report.)

Engineering Grant Assistance

The completion of Environmental Hazards Assessment WDNR Form 1800-001 is included in this task. Please note that this form must be completed and approved by the Department of Natural Resources (DNR) before grant funds can be expended for land acquisition and development projects. Please note that ECS will provide the completed form to you for your submittal to the DNR.

Additionally, up to 8 hours has been budgeted for engineering grant assistance for this task to be billed at a rate of \$175/hour. Please note that the number of hours is an estimate and ECS will only bill for the number of hours actually needed for this task. Any additional hours needed will be billed at the same daily rate above with prior approval from the client.

Out of Scope Items

If, during the performance of our scope of services, additional environmental issues are identified that are beyond the Scope of Services outlined within this proposal, ECS may contact Baxter & Woodman Consulting Engineers to discuss the relevance and significance of the finding in order to determine if the finding merits additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition unsafe and the performance of our scope of services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the scope of services in that area until the unsafe condition is corrected. Access delays associated with safety concerns may result in additional fees.

PROJECT FEES AND SCHEDULE

Project Fees

ECS will provide the proposed scope of services for the lump sum fees indicated on the attached Proposal Acceptance Form and based upon the service level selected by the Client. Our fees are based on the chain of title, third party AUL search and property owner/contact information being provided by you or your agents, unless otherwise indicated.

Meetings and Conference Calls

Meetings and conference calls requested by Baxter & Woodman Consulting Engineers beyond the Scope of Services proposed will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8 am to 5 pm) will be invoiced at 1.5 times the normal rate.

Project Schedule

We anticipate that a standard Phase I ESA can be completed within 15 business days from authorization to proceed provided that site access is granted promptly. We will proceed with the accepted services upon receipt of written authorization. If this schedule does not meet your needs, please contact ECS to discuss an expedited deadline. Expedited (10 business day) delivery is also provided as an option on the attached Proposal Acceptance Form.

If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of ECS, ECS will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make additional visits to the site, a change order will be provided for our additional fees.

If other items are required because of unexpected field conditions encountered in our fieldwork, or because of a request for additional services, they would be invoiced as an agreed-to lump sum fee or in accordance with the ECS Fee Schedule (available upon request) in effect at the time of the service. Before expanding our scope of service that increased our fee, you would be informed of our intentions for both your review and authorization.

LIMITATIONS AND ASSUMPTIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- One color electronic version (PDF format) of the report(s) will be provided upon completion of the project. Bound reports can be provided for an additional fee.
- If client-provided information is submitted to ECS after our ESA report has been issued, additional labor fees may be invoiced to review to data, to edit our report, and to reissue our report. Please provide any available due diligence information at the beginning of the project.
- Please note that ASTM standard indicates that regulatory agency files available for the subject property or adjoining properties should be reviewed and failure to do so may result in data gaps in our report. The lump sum fee offered for the Phase I ESA does not include expanded reviews of regulatory files for the subject site and/or adjacent properties which are not available electronically, or if the file information may not be reasonably ascertainable within the project schedule. If the subject property and/or adjacent properties are identified

on federal or state regulatory lists, and if a file review is warranted, ECS will contact you. An additional fee may be necessary depending on the location and volume of information pertaining to these regulatory files.

- If requested, ECS can provide reliance letters for our reports for an additional fee of \$500 per letter/entity. Future reliance offered by ECS would be bound to ECS's standard Terms and Conditions. (Note: Additional fees may apply for client-requested reliance language that needs to be reviewed and approved by ECS legal counsel. Client-supplied reliance language beyond the ECS standard reliance letter may not be approved by ECS's legal counsel.)

PROPOSAL ACCEPTANCE

Please complete the Proposal Acceptance page and return one copy to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client's signature indicates that he/she has the authority to bind the Client, 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.

PROPOSAL ACCEPTANCE FORM

Select your Service Level	Initial
Phase I ESA Report: (\$3,805) Phase I ESA Report - 15 business days turnaround time from notice to proceed (NTP)	
Optional Environmental Lien/AUL Search: (\$450 per parcel)	
Engineering Grant Assistance (\$1,500) Environmental Hazards Assessment WDNR Form 1800-001 and up to 8 hours of engineering grant assistance to be billed as needed.	

PROPOSAL INFORMATION	
ECS Proposal Number	53:10423
Location	251 Elkhorn Rd, Williams Bay, Wisconsin 53191
CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Doug Snyder
Proposal Addressee - Company	Baxter & Woodman Consulting Engineers

INVOICE INFORMATION	
Please Print Below if Invoice Addressee is Different or Special Invoicing Instructions	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address 1	
Invoice Addressee - Street Address 2	
Invoice Addressee - City, State, Zip Code	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

TERMS AND CONDITIONS

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.



Proposal No.: (hereinafter the "Proposal")

Client:

ECS MIDWEST, LLC TERMS AND CONDITIONS OF SERVICE

The professional services (the "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 and shall form the Agreement between ECS and CLIENT.

- 1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project 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 agents, contractors and consultants ("Contractors"). 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 or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee 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 and/or CLIENT'S contractors and consultants. 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's 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's 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's sole right to make.
- 4.0 CLIENT DISCLOSURES**
 - 4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors 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 or fee schedule to reflect any 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 Contractors, 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's 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 agents, subcontractors and/or subconsultants ("Subconsultants"), 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 and its Subconsultants 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's 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 damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS's 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's 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's 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. CLIENT shall notify ECS in writing of any private utilities or nonferrous piping that would not be found with standard magnetic detection devices. CLIENT shall be charged an additional fee if ECS is requested to use ground penetrating radar in an effort to locating underground utilities or structures.
 - 8.3 CLIENT shall indemnify, defend, and hold ECS harmless 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's 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's or ECS's Subconsultant'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 first 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 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's 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 its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS's 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 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's Documents of Service.
- 11.3 Without ECS's prior written consent, CLIENT agrees to not use ECS's Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS's written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS's 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 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, fall protection, 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 of CLIENT'S Contractors or any of their subcontractors.
- 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 Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS's part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS's errors or omissions are contained in ECS's 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 or on-call 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 or on-call 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's 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's 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 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 may 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 one percent (1%).
- 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's 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. The parties acknowledge and agree that any suit, action or proceeding arising out of or related to failure of CLIENT to pay ECS's invoices pursuant to the Terms of this Agreement shall be instituted in Fairfax County Circuit Court located in Fairfax, Virginia or such other court of competent jurisdiction, in ECS's sole and absolute discretion. Each of the parties waives any objection that it may have to the venue of any such suit, action, or proceeding, and each of the parties hereby irrevocably consents to the personal jurisdiction of any such court in any such suit, action or proceeding.
- 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 date. 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. CLIENT acknowledges that all payments made by credit card shall be subject to a three percent (3%) convenience fee.
- 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's Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT's 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's opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS's 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'S TOTAL LIABILITY TO CLIENT ARISING FROM ECS'S 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's 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's total aggregate liability to CLIENT shall not exceed \$50,000, or 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's 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 to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS's negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS's 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 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's culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNERS' 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's 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's opinions rendered in connection with ECS's 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's 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 calendar (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 Except as otherwise set forth herein including the provisions in Section 15.4, litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS's office contracting with the CLIENT is located. To the maximum extent allowed by law, the also 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, 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's 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 CYBERSECURITY AND CONTROLLED UNCLASSIFIED INFORMATION (CUI)

- 30.1 CLIENT shall not use, modify, disclose or transfer ECS data in any manner that may adversely affect the integrity, security, or confidentiality of the data. CLIENT shall implement and maintain appropriate administrative, physical, and technical safeguards to protect its information systems and data from cyberthreats including, but not limited to, unauthorized access, use, disclosure, modification, or destruction. CLIENT shall be solely responsible for the consequences of any cybersecurity incident, breach, or compromise (referred to herein as a "Cybersecurity Incident") impacting its systems, including those resulting in unauthorized access to any project data, client information, or confidential materials provided by ECS. CLIENT will not input, insert, use, share, or transmit any confidential information within any generative artificial intelligence application (i.e., ChatGPT, Bing Chat, Google Bard, etc.), whether external or internal.
- 30.2 CLIENT understands and agrees that under this contract it will not forward any Controlled, Unclassified Information (CUI), as that term is defined by the government, without first (a) notifying ECS at least three (3) working days prior to providing such data, and (b) ensuring that all such CUI data is marked as CUI prior to its delivery to ECS. CLIENT assumes all responsibility and liability for its failure to comply with this provision.

31.0 TITLES; ENTIRE AGREEMENT

- 31.1 The titles used herein are for general reference only and are not part of the Terms.
- 31.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 31.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 31.4 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.
- 31.5 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 these Terms and their agreement to be fully bound to them. 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.



Environmental Questionnaire for User

Completion required for conformance with ASTM E1527-21. Failure to provide this information may preclude CERCLA liability protections for the property purchaser. Please return answered form to ECS.

Site Name: _____

Name and Title of Person Completing Questionnaire (Please Print):

Signature of Person Completing Questionnaire:

Date: _____

Name of Your Company and Your Contact Number (Please Print):

ASTM E1527-21 indicates that, "Either the user shall make known to the environmental professional the reason why the user wants to have the Phase I Environmental Site Assessment performed or, if the user does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report." As the user of this ESA, what is the reason for conducting the Phase I ESA? If this question is unanswered, ECS will assume that the user's reason for the ESA is to qualify for landowner liability protections to CERCLA liability.

Please state reason for having ESA performed: _____

Will you provide Property Title Records and a Legal Description to ECS?

Please select one: **NO** ☐ **YES** ☐

Will you provide a 50-year chain of title abstract to ECS?

Please select one: **NO** ☐ **YES** ☐

Please Send Information Promptly

- (1.) **Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).** Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

- (2.) **Specialized knowledge** - As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

- (3.) **Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).** Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

- (a.) Do you know the past uses of the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please state uses: _____

- (b.) Do you know of specific chemicals that are present or once were present at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

- (c.) Do you know of spills or other chemical releases that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(d.) Do you know of any environmental cleanups that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(4.) **Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).** Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

Please select one: **NO** ☐ **YES** ☐ **NA** ☐ (not a purchase)

If no, please explain: _____

If you are aware that there is a difference, is the lower purchase price because contamination is known or believed to be present at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(5.) **Parcel Property Owner(s) & Contact Number(s):**

- A. _____
B. _____
C. _____
D. _____

Property Manager and Occupant(s) & Contact Number(s)

Property Manager: _____

Occupant/Tenant: _____

Occupant/Tenant: _____

(6.) **The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).** As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____



Letter (ANSI A) Portrait

WALWORTH COUNTY, WISCONSIN

0 25 50 100 150 200
1:2,042
Feet

Author:
Map Produced on: 7/21/2026
Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011
Walworth County Information Technology Department
Land Information Division
1800 County Trunk Hwy
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, QUALITY, RELIABILITY OR USEFULNESS OF THE INFORMATION. THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS A SUBSTITUTE FOR A PROFESSIONAL SURVEY.



WALWORTH COUNTY
Est. 1836

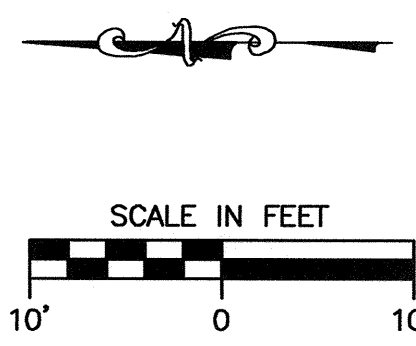
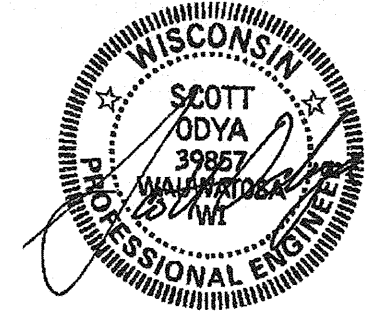
LEGEND

EXISTING	PROPOSED
SITE BOUNDARY	SANITARY
MAJOR CONTOUR	WATERMAIN
MINOR CONTOUR	STORM SEWER
WATERMAIN	MINOR CONTOUR
SANITARY SEWER	MAJOR CONTOURS
BURIED TELEPHONE	SILT FENCES
BURIED GAS MAIN	EDGE OF GRAVEL
EDGE OF PAVEMENT	EDGE OF PAVEMENT CULVERT
CURB & GUTTER	CURB & GUTTER
SIGN	
CONIFEROUS TREE	
DECIDUOUS TREE	
UTILITY POLE	
SANITARY MANHOLE	
GAS VALVE	
HYDRANT	
WATER VALVE	
TELEPHONE PED	
STORM INLET	
TELEPHONE MANHOLE	

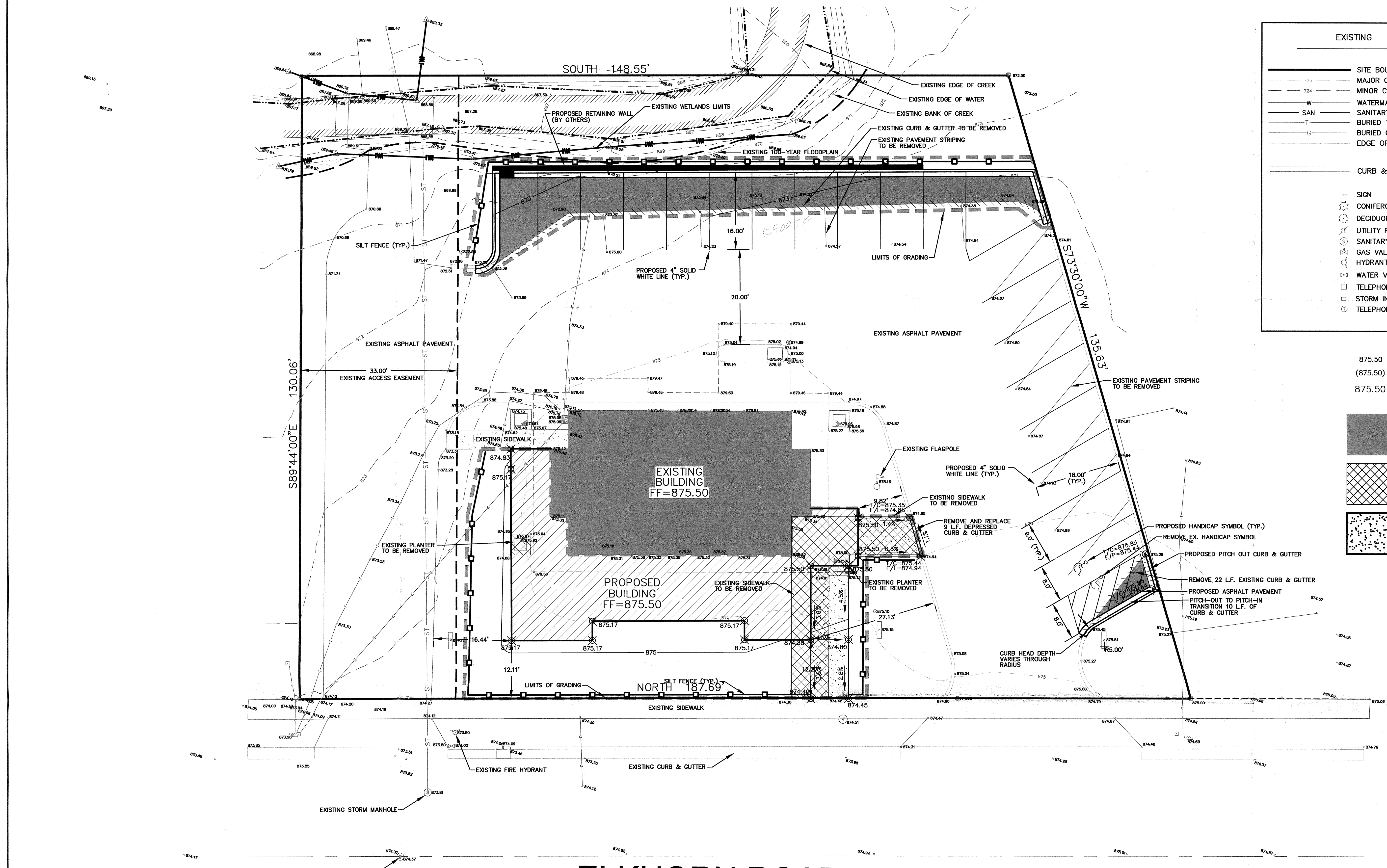
875.50 x EXISTING SPOT GRADE
 (875.50) x EXISTING SPOT GRADE
 875.50 x PROPOSED SPOT GRADE

PROPOSED ASPHALT PAVEMENT
 EXISTING FEATURE TO BE REMOVED
 PROPOSED CONCRETE SIDEWALK

NOTES:
 CONTRACTOR TO VERIFY GRADES IN FIELD PRIOR TO CONSTRUCTION.
 CONNECT BUILDING ADDITION TO EXISTING WATER MAIN AND SANITARY SERVICES.



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 JAN 27 2010
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 BURLINGTON



ELKHORN ROAD S.T.H. "67" (66' WIDE PUBLIC R.O.W.)

REVISION NO.	DESCRIPTION	DATE	BY	DESIGNED BY	DATE
				SAO	12/30/2009
				DRAWN BY	DATE
				SAO	12/30/2009
				APPROVED BY	DATE
				SAO	12/30/2009
				CADFILE	
				XREF	
				LMAN	

PRELIMINARY SITE AND GRADING PLAN MID AMERICA BANK 111 ELKHORN ROAD WILLIAMS BAY, WISCONSIN

"THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO."
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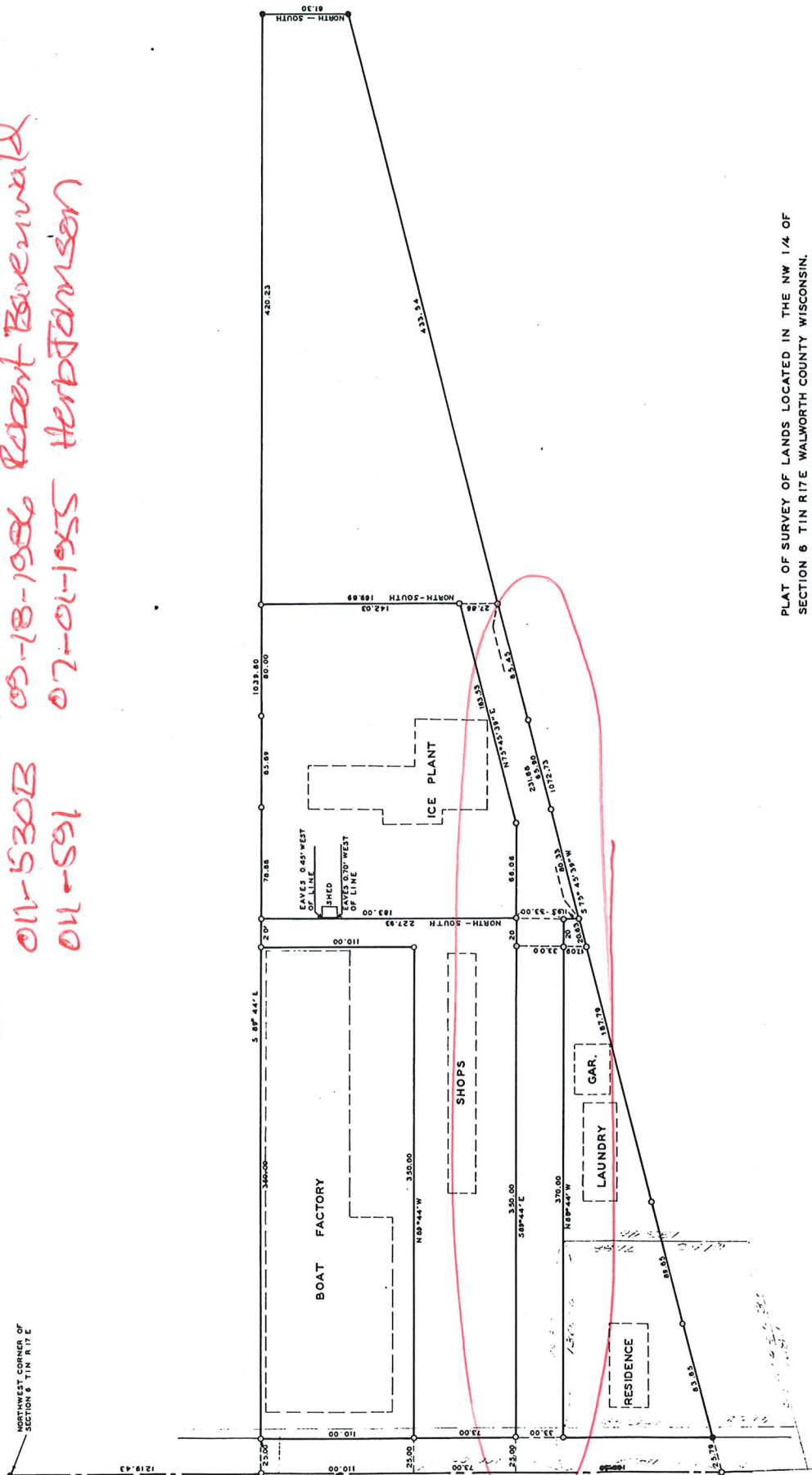


KEY PROJECT NUMBER	1912008
PROJECT SCALE	1"=10'
SHEET NUMBER	C-1

wwwf 00044
 011-53013
 011-591

03-18-1986 Patent Boverwald
 07-01-1955 Herbert Jensen

NORTHWEST CORNER OF
 SECTION 6 T1N R17E



PLAT OF SURVEY OF LANDS LOCATED IN THE NW 1/4 OF
 SECTION 6 T1N R17E WALWORTH COUNTY WISCONSIN.
 JAN. 1949

REVISED - DECEMBER, 1951
 Surveyed by
 H. E. Jensen
 SURVEYOR JULY 1955

H. E. Jensen
 SURVEYOR

UP-43
 UP-45 + UP-46

11-59 J

VIBRANT SPACES GRANT

ENCOURAGING PLACEMAKING EFFORTS IN WISCONSIN COMMUNITIES

The **Vibrant Spaces Grant**, an element of the Wisconsin Economic Development Corporation's (WEDC's) Community Development Investment (CDI) Grant Program, is designed to assist communities in creating vibrant and engaging spaces that make it easier to recruit and retain residents, sustain a robust labor force, and enhance local quality of life. With the help of this grant, new and enhanced public gathering places will foster community connections and provide accessible locations for the programming and amenities local residents desire—with the additional benefit of boosting foot traffic for area businesses.

How it works

Grants in amounts from \$25,000 to \$50,000 are available to help local communities develop and enhance public spaces. The application must come from the municipality, and only one application per municipality will be considered per fiscal year. Previous awardees must wait at least one fiscal year between Vibrant Spaces awards (except for the City of Milwaukee, in which different commercial corridors may apply for a grant award annually). A Vibrant Spaces Grant application does not affect a community's broader eligibility for a CDI Grant. In the FY26 grant cycle, no more than 40 grants will be awarded. Applicants must provide a 1:1 match of the grant amount, with the exception of economically distressed communities or communities with population less than 5,000, which need only provide a 25% match.

Eligibility requirements

Competitive projects will:

- Incorporate multiple improvements within or associated with one public space.
- Demonstrate community engagement and support via a community document/plan and/or via letters of support from public, private, and civic partners.
- Be ready to begin construction during the current WEDC fiscal year.
- Create visible and lasting transformations that foster public activity.

Eligible activities

Applications will be evaluated based on criteria including:

- Creation of visible and pedestrian-oriented public space
- Potential of the space to attract multiple user groups and activities

LEARN MORE

For more information about applying for a Vibrant Spaces Grant, contact a WEDC regional economic development director.

You can find the list of regional directors and territories covered at wedc.org/regional.

- Impact of the project on the community, the district, and nearby businesses
- Demonstrated community support for the project (e.g., multiple funding partners, civic organization participation)



Community Development Investment Program

Program Guidelines for Fiscal Year 2026

Lead Division: Business and Community Development

☐ New ☒ Revised 7/1/2025

☒ Grant ☐ Loan ☐ Tax Credit ☐ Technical Assistance

Introduction

Background Information: The Community Development Investment (CDI) program will support urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects emphasizing commercial corridor driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

Program's Purpose: The program will support urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects emphasizing commercial corridor driven efforts.

Eligibility Requirements

Eligible Applicants: Community Development Investment grant applicants must meet the following criteria:

- Be a municipality (including counties, cities, villages, and towns), Tribal entity, other governmental authority, or a private developer designated by a municipality to apply on its behalf
- Provide a signed resolution by the elected governing body authorizing the submittal of the application(s) to the CDI Grant Program.
- Propose a project that does one or more of the following:
 - Develops significant destination attractions.
 - Rehabilitates and reuses underutilized or landmark buildings.
 - Infill development.
 - Historic preservation.
 - Infrastructure efforts, including disaster prevention measures, providing substantial benefits to downtown residents or property owners.
 - Mixed-use development (not exclusively residential).

Vibrant Spaces: The Vibrant Spaces funds are awarded to communities for investment in public projects that will enhance the community as an attractive place to live. The project must demonstrate a measurable quality of life enhancement to the community in a proactive, collaborative, community-driven effort.

Eligible applicants must:



- Be a municipality (including counties, cities, villages, and towns), Tribal entity, or other governmental authority.
- Provide a signed resolution by the elected governing body authorizing the submittal of the application(s) to the CDI-VS Grant Program.

Eligible Use of Funds: Development CDIs can fund the following activities:

- Building renovation
- Historic preservation
- Demolition
- New construction
- Infrastructure investment
- Building Relocation of CDI project property

An applicant that was impacted by an event that has resulted in a State or Federal Disaster Declaration within the 24 months prior to applying may receive funds for mitigation or preparedness planning and will receive additional considerations including the following:

- WEDC may reduce or waive the match requirements
- Applicants must demonstrate that other funding mechanisms (CDBG, WI Disaster Fund, FEMA, etc.) have been evaluated and fully utilized before applying for WEDC CDI Grant funding.

Vibrant Spaces: Vibrant Spaces grants can fund site-specific improvements that foster commercial corridor activation such as the following activities:

- Public Space Enhancements (including, but not limited to alleys, programmable plazas and park spaces). Enhancements can include landscaping, lighting, art, water features, and other fixtures.
- Public Signage within the space (e.g. wayfinding, interpretative signage, kiosks)
- Seasonal equipment with the intent to be used annually (such as tables, chairs, benches, bike racks, etc.)
- Parklets, parking lot conversions, or parking space conversions
- New public infrastructure projects (including site preparation and build-out of performance areas, programmable spaces and public restrooms to serve public spaces, and electrical)

Ineligible Use of Funds: Activities ineligible for program assistance or match include, but are not limited to:

- Event, staffing, and programming
- Buildings including demolition and new buildings (except for restrooms)
- Private spaces that are not open to the public
- Single-use spaces or sporting courts/facilities
- Activities that are otherwise eligible to be funded through other programs offered by WEDC
- Past costs
- In-kind contributions
- Indirect expenses (a.k.a. "soft costs")
- Ongoing maintenance costs



Matching: The applicant must provide matching funds in an amount of 3:1 of the CDI Grant being requested. In any of the following circumstances, the matching funds requirement is reduced to 1:1:

- The project is located in an Economically Distressed or Rural Community.
- The project is located in an Opportunity Zone.
- A key component of a secured/defined development is to provide childcare services or expand housing availability.
- For applicants where the project is in the designated district of a WEDC Main Street Community.

No more than 50% of eligible project costs may consist of other state and/or federal grant sources, excluding federal ARPA funds; exceptions can be made for projects utilizing federal ARPA funds.

Vibrant Spaces: The applicant must provide matching funds in the amount of 1:1 of the Vibrant Spaces grant being requested. Economically distressed communities (see definition below) or communities with populations of under 5,000 must provide a match of 25% of the grant being requested.

Available Incentives

FY26: \$ 5,250,000

Vibrant Spaces: \$ 1,000,000

Award Sizes: The maximum Development CDI grant may not exceed \$250,000.

Vibrant Spaces grants will be between \$25,000 and \$50,000.

Awards per Applicant: No more than one grant per fiscal year shall be located within the boundary of a municipality, unless the applicant is in an economically distressed community or opportunity zone; in which case applicants can apply for up to two CDI grants per fiscal year.

Vibrant Spaces: Applicants may receive one Vibrant Spaces Grant every two fiscal years. In each fiscal year, applicants can only receive one Vibrant Spaces award per community/municipal boundary, except for the City of Milwaukee, which annually may apply for and receive a Vibrant Space award for one or more commercial corridors. Receiving a Vibrant Spaces grant does not preclude a community from applying for general CDI grants.

WEDC anticipates 20% of Vibrant Spaces to be awarded to communities under 5,000 in population.

Activities and Expected Outcomes

Assist 21 communities and achieve a 12:1 leverage of other investment.



Vibrant Spaces: Assist communities in creating a community space for public use in their commercial corridor and achieve a 1:1 leverage of other investment.

Impact: Funded activities should lead to measurable benefits in property values and/or leveraged investment by local and private partners.

Vibrant Spaces: Funded activities should lead to an increase in site usage and overall visitor traffic to the corridor, adding to the commerce potential for local businesses.

Metrics: As a community development program focused on real estate development, performance reporting metrics for CDI are focused around measuring eligible site work cost. CDI program metrics include the following list, and each project will include one or more of these metrics in its reporting requirements depending on the project's specified use of funds.

- Capital Investment
- Site Work
- Leverage – Total

Vibrant Spaces:

- Capital Investment
- Site Work
- Leverage – Total

Review Considerations: WEDC may take the following into account when considering a CDI award:

- Impact on the community.
- Located in an Economically Distressed community.
- Financial justification.
- Previous planning efforts.
- Alignment with Comprehensive Economic Development Strategy (CEDS)/Economic Development District (EDD) plan for the region.
- Readiness to proceed demonstrated by financial commitments in place.
- Involvement of public-private partnerships and public/community support and collaboration.
- Demonstrates involvement of diverse businesses, including women and veteran owned contractors, in eligible project costs.
- Primary building occupant is a diverse-, woman-, or veteran-owned business(es).
- Primary building purpose serves the communities of diverse-, women-, veteran-, or low- and moderate-income individuals.
- Clean energy technology investments included in the project (ex. solar panels, electric vehicle charging stations, use of state energy audit and/or energy rebate programs, etc.).
- Quality Urban Design: balancing preservation of existing heritage structures and streetscapes with new development.
- Other factors determined by WEDC.



Vibrant Spaces: WEDC may take the following into account when considering a Vibrant Spaces award:

- Demonstrated community support and partnerships.
- Impact on community, district, and businesses.
- Space attracts multiple user groups/activities.
- Visible pedestrian-oriented public space.
- Project readiness to proceed demonstrated by financial commitments in place.
- Alignment with destination creation strategies, including four-season use, and day and night activation potential.

Application Guideline

Timeline: The Development CDI and CDI-Vibrant Spaces programs have continuous application processes.

How to Apply: An interested applicant should contact a WEDC Account Manager to determine if their project is right for the program. Upon review of the project, and alignment with eligibility criteria, an applicant will be invited to submit their application through Network Wisconsin.

Award Process: The completed application will be assigned to an underwriter and go through the award review process.

Performance Reporting: Recipients must annually submit a performance report documenting capital investment, assessed taxable property values, and any other contract deliverable. Vibrant Spaces recipients will submit one performance report at the project's completion.

WEDC annually selects awards over \$100,000 on a sample basis for an audit. All backup to the performance report and financial records are required to be maintained by the Recipient for a period of at least three (3) years after the last performance report is due.

WEDC may impose additional reporting requirements to evaluate project performance and to ensure compliance with contract deliverables.

Helpful Information

Definitions:

"Economically Distressed" - a county or municipality so designated by WEDC by considering the most current area and state data available for the following indicators:

- Unemployment rate
- Percentage of families with incomes below the poverty line
- Median family income
- Median per capita income
- Average annual wage
- Manufacturing assessment values by county



- Other significant or irregular indicators of economic distress – such as a natural disaster, or plant closings and layoffs

“Opportunity Zone” - a designated qualified opportunity zone in the State of Wisconsin under Internal Revenue Code § 1400Z-1.

“Rural Community” - a city, village, or town with a population less than 5,000.

Revision History

Program Inception – Fiscal Year 2013

- 7/1/2017: Consideration of multiple applications per community per fiscal year when funding is available, removes limitation of one CDI or BF grant per project, Added project or site development planning as eligible activity
- 7/1/2018: Allow applicants in a Designated Rural County to receive more than one grant per fiscal year, Reserve 50 percent of program funding for projects in a Designated Rural County
- 7/1/ 2019: Allow applicants in an Opportunity Zone to receive more than one grant per fiscal year; allow recipients to submit performance reports annually; clarify performance reporting requirements
- 7/1/2020: Expanded eligibility and funding for COVID-19 recovery initiative.
- 7/1/2021: Eliminated temporary CARES Act provisions; removed eligibility for planning projects; replaced Designated Rural County with Economically Distressed; added consideration for diverse businesses
- 7/1/2022: Expands considerations to determine making a CDI Grant; Adds Vibrant Spaces Pilot
- 7/1/2023: Defines Rural Community; reduces match requirement for rural communities and projects with key components of providing childcare our expanding housing availability; allows for developers to be the applicant/recipient entity.
- 7/1/2024: Expands eligible use of funds; updated review considerations to include clean energy investments; funds Vibrant Spaces
- 7/1/2025: Updates Vibrant Spaces to non-competitive; reduced Vibrant Spaces match requirement for projects in Economically Distressed Communities or communities under 5,000 in population; restricts number of applications per community

APPLICATION CHECKLIST AND INSTRUCTIONS

Network Wisconsin

Applicants will be required to submit applications through Network Wisconsin. Contact your Regional Economic Development Director to receive a grant application and instructions on how to use Network Wisconsin. WEDC Regional Director map and contact info.: wedc.org/regional

Project Deliverables

All project contracts will require:

- Start the project in WEDC's FY26. End the project and final performance report within two (2) years.
- Photos of the completed project
- WEDC logo on project signage
- Narrative identifying project impact including: the increase in the number and type of audiences using the space, impact on nearby businesses, number of events held

Application Checklist

- 1) Municipal resolution to apply.
- 2) Relevant community plan, records/minutes indicating previous project identification/discussion and/or letters of support that identify the project as a positive community investment.
- 3) Completed budget and cost estimates.
- 4) Photos and plans for the space (pictures of the amenities to be installed or project renderings).

FREQUENTLY ASKED QUESTIONS

Project Selection

Project elements:

- 1) My space is specifically designed for one use, but will be open to others to use, is it eligible? **Answer:** No, projects must accommodate multiple uses.
- 2) Is a project to build new pickle ball courts eligible? **Answer:** No, because projects must accommodate multiple user groups and activities.
- 3) Is my boat ramp and fishing pier eligible? **Answer:** If the ramp and pier are elements of a projects improving a space accessible and visible from a commercial corridor and are part of a broader project, they are eligible, but standalone waterfront projects or those not adjacent to commercial uses would not be.
- 4) Are streetscaping elements eligible? **Answer:** Landscaping and public amenities within a defined space are eligible. Streetscaping or amenities for an entire corridor are not.
- 5) Are alley improvements eligible? **Answer:** Yes, but the alley should be a defined space that can be programmed for use. Alley improvements over multiple blocks and/or alleys that do not cater to pedestrians are not eligible.
- 6) Can the grant be used to renovate the inside and outside of a building in the space? **Answer:** The only interior renovations allowed inside of buildings are the construction (and renovation) of restrooms. Other renovations to the structure are not eligible (Those elements in the space - e.g. concessions - could be done separately from the grant).
- 7) Can the space be fenced and have operating hours for public use? Can the space be used for private events? **Answer:** Yes, provided that the space is generally accessible to the public, it may be fully/partially fenced to accommodate certain activities. Operating hours (such as nighttime closures of restrooms) are permissible. Private events may also be permitted – as often seen in other municipal public spaces.
- 8) Is fencing an eligible expense? **Answer:** Yes, if it is associated with the space.
- 9) Would relocation of a memorial be an allowable expense as part of the overall project? **Answer:** Site preparation is eligible as a match, so the grading work associated with the relocation would be a match. The relocation itself would be outside of the grant and not eligible as a match expense.
- 10) Would a PA system be eligible? **Answer:** Yes, as long as its use is related to the space.

Project location:

- 11) Can the project be located on privately-owned property? **Answer:** Yes, but the site/property does need to be publicly accessible. If privately-owned, then a multi-year lease agreement or formal Memorandum of Understanding will be needed as well as property owner permission to carry out activities on the site.
 - a. How long does the lease term need to be? **Answer:** Suggestion of two years or more.
- 12) Can the grant be used in a neighborhood park that isn't necessarily in a downtown space? **Answer:** Yes, but only if you can show the impact to neighborhood businesses.

Project Logistics and Funding

Applicants:

- 1) Can previous Vibrant Spaces grant recipients apply? **Answer:** Applicants may receive one award every two fiscal years, except for the City of Milwaukee, in which different commercial corridors may apply for and receive a VS award annually.
- 2) How do you define a community? **Answer:** Municipal boundaries define a community. One (1) application per community is allowed due to limited funds.

LOOK FORWARD ➤

FREQUENTLY ASKED QUESTIONS, CONT.

- 3) Does the municipality have to be the entity carrying out the project? **Answer:** No, the municipality has to be the applicant and pass a resolution in support of the project, but the space can be built out/managed/programmed by community partners including but not limited to Business Improvement Districts, Chambers, Downtown Associations, Arts Districts, Libraries, etc.
- 4) Can the County or Redevelopment Authority (RDA) apply on behalf of a project in a municipality in the region? **Answer:** Yes, a County or RDA may be the applicant for a project, but only one application per municipal boundary will be accepted regardless of the applicant.
- 5) Can contiguous municipalities submit coordinated applications relating to projects such as a bicycle/pedestrian trail that would connect multiple communities? **Answer:** Trail extension is not eligible, but trail head and gathering spaces along trails that would benefit commercial district businesses, and that will be used for multiple audiences, are eligible. If a space spans municipalities, is recommended that one or both municipalities submit grants for their portion of the project, as contracts will be with a single entity.
- 6) How do we find out who to contact at our local municipality? **Answer:** Contact your WEDC Regional Director and they will provide you with the appropriate community contact information.

Funding:

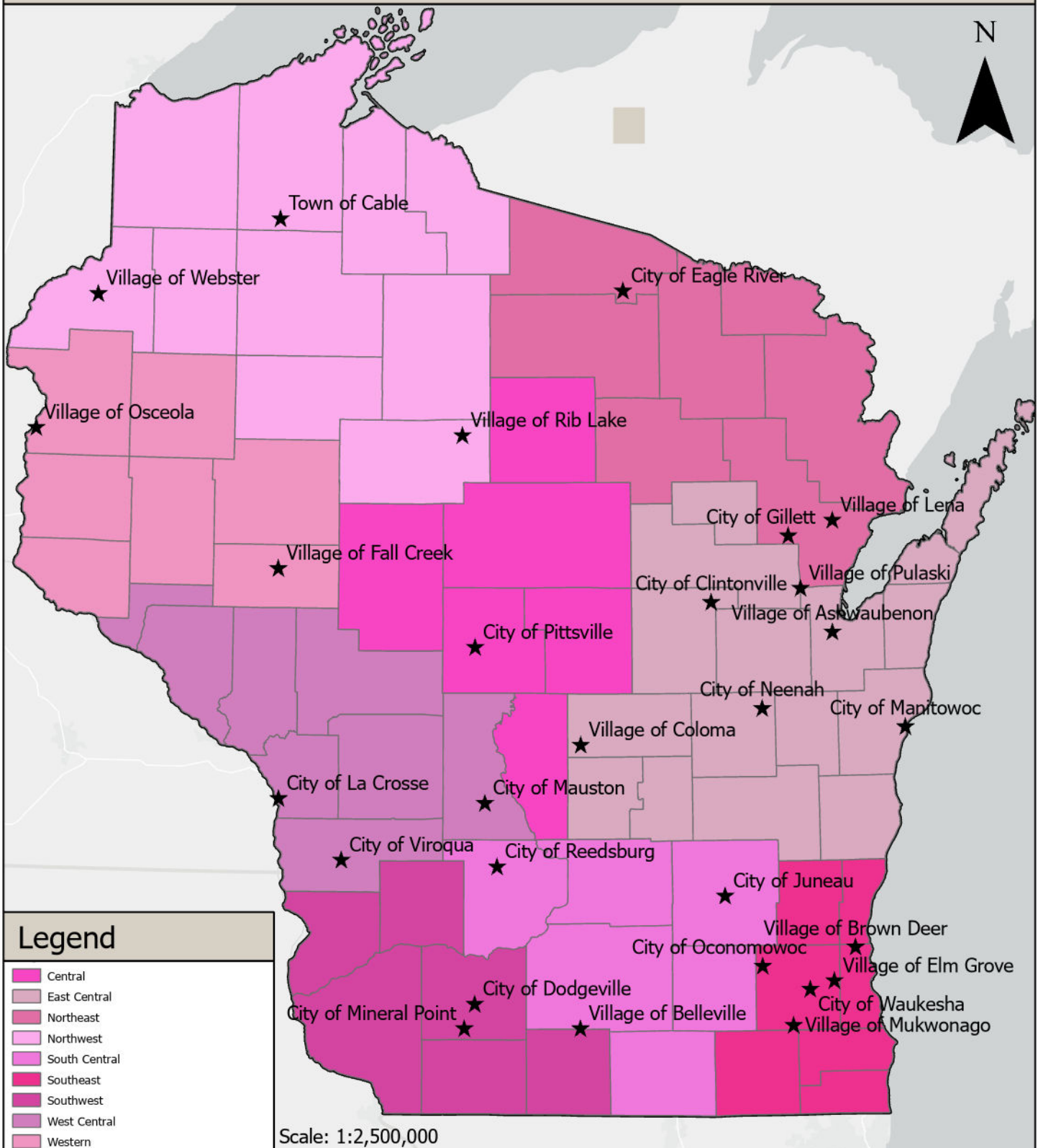
- 7) Do I have to have all 'match sources' secured at the time of application? **Answer:** At the time of application, WEDC will look to have 80% of total project funding secured, the remaining should have a strong plan in place to get funding commitments secured.
- 8) WEDC will allow a total of two (2) draw requests for the project. Grant funds will be disbursed on a pro-rata basis to match the amount of matching funds identified with the draw(s).
- 9) Is ongoing maintenance of the site eligible? **Answer:** No, but we encourage applicants to have a plan to maintain their project/installation and to address that plan in their application.
- 10) What are eligible grant and match activities? **Answer:** Eligible activities include the following:
 - a. Public Space Enhancements (projects activating alleys, programmable park spaces, vacant parcels, and underutilized parking lots including elements such as public art, landscaping, benches, bike racks, etc.)
 - b. Public Signage (wayfinding, interpretive signage, kiosks and other signage located in and associated with the space)
 - c. Public Infrastructure (restrooms, water features, electrical, lighting, site preparation)
 - d. Seasonal Equipment with the intent to use annually (tables, chairs, umbrellas, heaters)
 - e. Site preparation such as grading, stormwater, etc. (Both grant and match eligible in FY23.)
- 11) What are ineligible grant and match activities? **Answer:** Ineligible activities include the following:
 - a. Building improvements (other than restrooms for public space use) – no interior renovations
 - b. District- or community-wide improvement projects
 - c. Events, staffing, programming, ongoing maintenance
 - d. Private spaces not open and accessible to the public
 - e. Site acquisition costs and lease costs
 - f. Activities otherwise eligible to be funded through other WEDC programs
 - g. In-kind contributions of materials or labor
 - h. Demolition
- 12) Can donated goods or services be used as match for the grant? **Answer:** No, but the value/impact of the donations should be summarized in the narrative.

LOOK FORWARD ➤

FREQUENTLY ASKED QUESTIONS, CONT.

Grant Application and Process

- 1) How long do we have to complete the project? **Answer:** Project must start after the application is accepted into WEDC's Underwriting. Contracts will be for two (2) years.
- 2) Is the space design expected to be final by the time of application? **Answer:** No, but a close representation of the future space needs to be provided with the application to have an accurate budget, and stakeholder/partner consensus regarding the project and process must be very well defined within the application.
- 3) If we are planning to start some of the project before we submit a VS application, can we still apply? **Answer:** Yes, once a completed application is received (and accepted as complete into WEDC's Underwriting), costs incurred on and after the acceptance date may be considered eligible as match, assuming the grant is awarded. Project elements completed prior to that date will not be eligible for match or reimbursement, but prior progress does not impact the eligibility for funding of the space. Provided sufficient costs remain after the acceptance date to support both match and funding, projects may still apply.
- 4) Can your project be out to bid, but just not have started yet? **Answer:** Yes.
- 5) Is a project eligible to apply that already has site work started? **Answer:** Yes, but the date the application is accepted into WEDC's Underwriting is the "start date" for the project. Only after the "start date" will expenses be considered grant and match eligible.
- 6) If I don't have a community plan that identifies the project, what other documentation would be acceptable to provide? **Answer:** Meeting minutes, news articles, community meeting announcements, and/or documentation of the conversations/meetings that have been had to date with partners/stakeholders regarding the project.
- 7) Are there any requirements or advantages for rural or low-income areas? **Answer:** Yes. Match requirement has been reduced from 50% to 25% for CDI-VS grants in which:
 - o The project is in an Economically Distressed Community.
 - o The project is in a community under 5,000 people.
 - Twenty percent of annual CDI-VS funding will be intended to finance projects in communities under 5,000 in population.
- 8) Deadline for Regional Directors to submit applications into Underwriting for FY26 funding is February 1, 2026.





HAVE

Liechty & Conference Point Intersection

WALWORTH COUNTY, WISCONSIN

Scale: 1" = 209 Feet

Author: [Redacted]

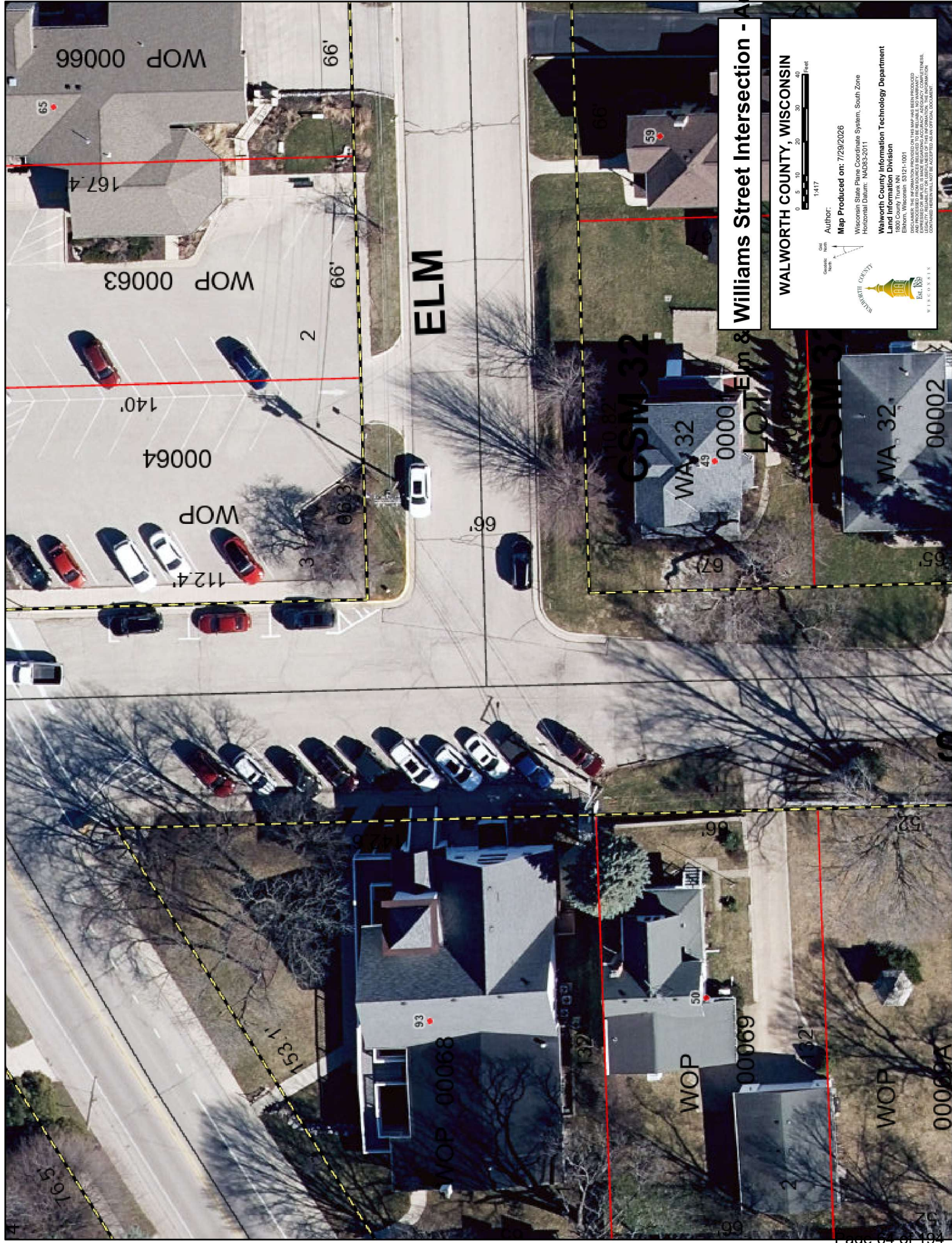
Map Produced on: 7/29/2026

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

Walworth County Information Technology Department
Public Information Division
1800 Co. Wisconsin 53121-1001

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Williams Street Intersection - Aerial

WALWORTH COUNTY, WISCONSIN

Scale: 1:417

0 5 10 20 30 40 Feet

Author: **Walworth County Information Technology Department**

Map Produced on: 7/29/2026

Wisconsin State Plane Coordinate System, South Zone

Horizontal Datum: NAD83-2011

Walworth County Information Technology Department

Walworth County, Wisconsin

Elkhorn, Wisconsin 53121-1001

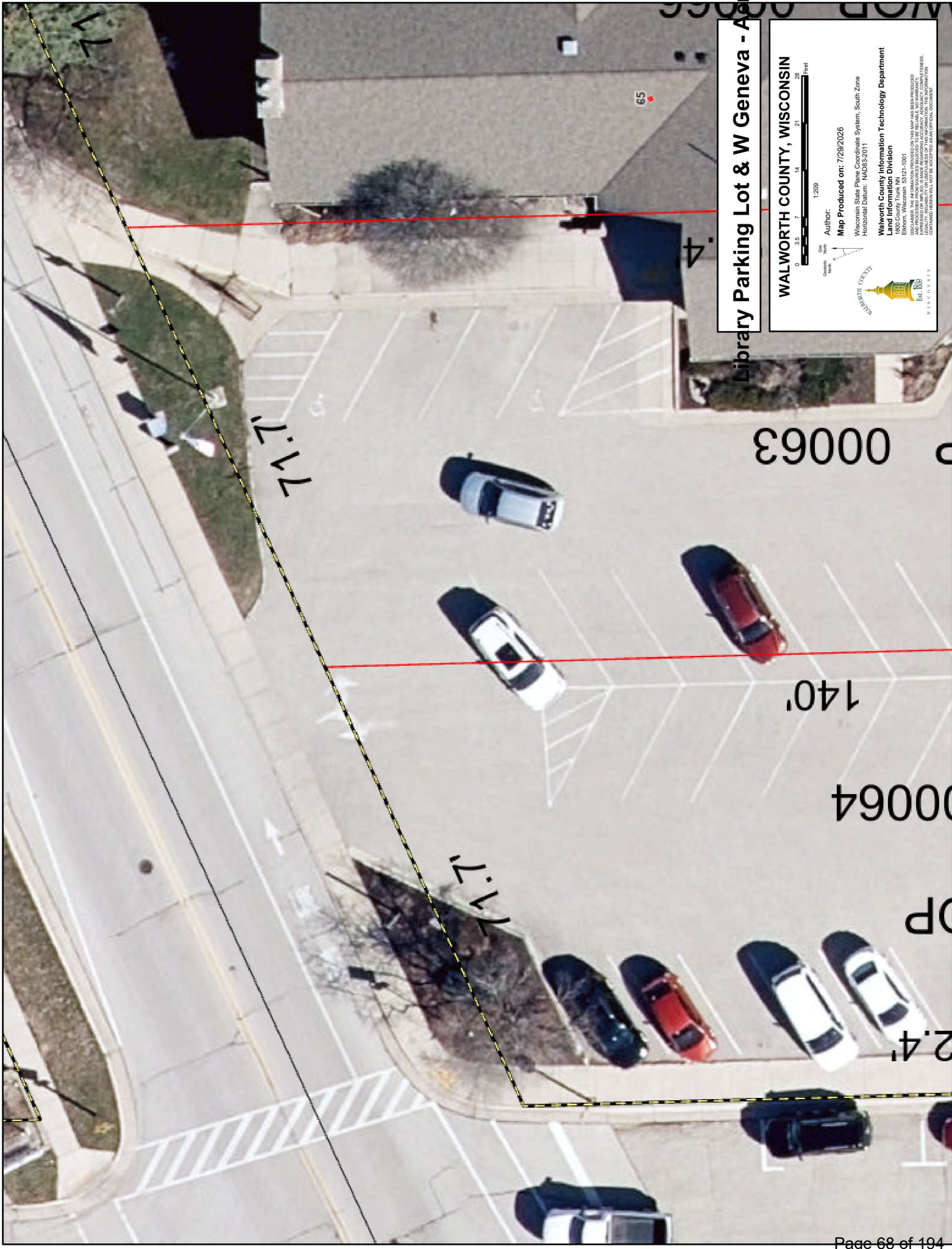
1888

WISCONSIN

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Library Parking Lot & W Geneva - Aerial

WALWORTH COUNTY, WISCONSIN

Scale: 1:209

0 3.5 7 14 21 28 Feet

Author:
Map Produced on: 7/29/2026

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

Walworth County Information Technology Department
Landscape Information Division
1800 Co. Wisconsin 53121-1001
Ekhorn, Wisconsin

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ORDINANCE #2026-_____
**AN ORDINANCE REPEALING AND RE-CREATING §345-4 OF THE CODE OF ORDINANCES
OF THE VILLAGE OF WILLIAMS BAY CONCERNING PARKING RESTRICTIONS**

WHEREAS, the Building, Zoning and Ordinance committee (BZO) having determined that the current parking regulations contained within §345-4 have evolved incrementally over time to contain standard parking regulations, street-specific provisions, seasonal restrictions and limited tools for addressing modern tourism and downtown parking impacts; and

WHEREAS, the BZO having determined that it is appropriate to repeal and re-create §345-4 in order to consolidate parking regulations into a cleaner organizational structure, preserve existing enforceable regulations and operational tools for residential neighborhood protection, address increasing tourism and like-related parking impacts, clarify authority for employee parking management and resident permit parking and reduce the need for repeated ordinance amendments for individual streets; and

WHEREAS, the BZO having recommended to the Village Board of Village of Williams Bay (Village Board) the repeal of the current §345-4 and the adoption of the re-created §345-4 as set forth below; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is appropriate to accept the recommendation of the BZO to repeal and re-create §345-4 for the reasons advanced by the BZO.

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

Section I. §345-4 of the Code of Ordinances of the Village of Williams Bay are hereby repealed and re-created to read as follows:

§345-4A. Parking Restrictions.

- (1) Municipal boat launch parking lot. No person shall park a vehicle or trailer upon the municipal boat launch parking lot contrary to a sign posted by the Village which restricts, limits or prohibits such parking.
- (2) Municipal parking lot. No person shall park a vehicle or trailer upon a parking lot owned by the Village contrary to a sign posted by the Village which restricts, limits or prohibits such parking.
- (3) Penalty for violation of §345-4A. shall be as follows: the penalty provisions of this Code of Ordinances, §1-4 herein, shall apply except for a violation of §345-4A. (1) a minimum forfeiture of \$25.

B. General parking regulations.

- (1) Fire hydrant. No operator of any vehicle shall stop, stand or park such vehicle at any curb within 10 feet of a fire hydrant.

- (2) Official signs. No persons shall park a vehicle or trailer contrary to the notice specified on such sign.
- (3) Double parking. No operator of a vehicle shall double park in a roadway except temporarily for the purpose of, and while actually engaged in, loading or unloading while the vehicle is attended by a licensed operator. The vehicle shall be parallel with the edge of the curb of the roadway headed in the direction of the lawful traffic movement.
- (4) Wrong side of street. No person shall stop, stand, or park a vehicle in a roadway other than parallel with the edge of the curb or traveled portion of the roadway headed in the direction of lawful traffic movement.
- (5) Improper parking. No person shall park any vehicle upon a street in such manner or under such conditions as to leave available less than 18 feet of the width of the roadway for free movement of vehicular traffic on a two-way street or less than 10 feet of the width of the roadway for free movement of vehicular traffic on a one-way street.
- (6) No-parking zone. No operator of a vehicle shall stop, stand, or park at any place where official signs have been erected indicating a no-parking zone. (The Village Board must either indicate by ordinance or resolution where such no-parking zones exist or delegate that authority by ordinance to the police chief for any such areas not otherwise covered by other parking restrictions).
- (7) Yellow line. No operator of any vehicle shall stop, stand, or park in any area along the curbing that has been striped yellow pursuant to the direction of the police chief pursuant to §345-5.
- (8) Parking on cross walk or intersection. No operator of any vehicle shall stop, stand, or park within 15 feet of a cross walk or intersection, except in a roadway marked with lines designating parking spaces.
- (9) Parking on sidewalk. No operator of any vehicle shall stop, stand, or park such vehicle on any municipal sidewalk.
- (10) Parking in private lot. No person shall park a vehicle in a private parking lot unless authorized by the custodian, and not contrary to a sign posted by the owner or custodian which restricts, limits or prohibits parking on the property.
- (11) Blocking alley. No operator of any vehicle shall stop, stand or park such vehicle within an alley in such position as to block a driveway or entrance to any abutting property.
- (12) Blocking driveway. No operator of a vehicle shall stop, stand or park such vehicle in any place where the vehicle will block the use of a driveway.
- (13) Terrace or parkway. No person shall park, stop or leave standing any vehicle or trailer on any Village terrace or parkway where curb and gutter are installed. "terrace or parkway" is defined as the area between the curb

and the sidewalk or, if sidewalk is not installed, the area between the curb and the abutting property line.

- (14) Parking obstructing traffic. The operator of a vehicle shall not operate such vehicle to allow the same to remain upon any street in such a manner as to form an unreasonable obstruction to the traffic thereon.
- (15) Parking at or opposite fire station. No operator of a vehicle shall stop, stand, or park such vehicle at any place within 20 feet of the entrance to any fire station, or on the side of any lot opposite the entrance to the fire station within 75 feet of such entrance.
- (16) Handicapped parking. Except for a motor vehicle used by physically disabled person as defined under §346.503 (1), Wis. Stat., no person may park, stop, or leave standing any vehicle, whether attended or unattended and whether temporarily or otherwise, upon any portion of a street, highway or parking facility reserved by official traffic signs indicating the restriction, for vehicles displaying special registration plates issued under §341.14(1), (1a), (1e), (1m) or (1q), Wis. Stats., or a special identification card issued under §343.51, Wis. Stat., or vehicles registered in another jurisdiction and displaying a registration plate, card or emblem issued by the other jurisdiction which designates the vehicle as a vehicle used by a physically disabled person. The penalty provisions of §345-10A. shall apply.
- (17) Resident parking lots. No person shall park a vehicle in a parking lot or other parking area marked by official signs indicating that the lot or parking area is restricted for use by the vehicles of residents properly displaying resident parking permits. Resident parking permits shall be affixed to the vehicle for which they are issued in the manner prescribed by the Village at time of issuance.

C. Seasonal and emergency restrictions.

- (1) Street maintenance.
 - (a) Whenever it is necessary to maintain, repair or restore a Village street or highway or any part thereof, the Chief of Police shall direct the posting of temporary signs bearing the words "No Parking-Street Maintenance Work."
 - (b) Such signs shall be erected at least 2 hours prior to the time street or highway maintenance, repair or restoration work is to be commenced and shall remain in place until all maintenance, repair or restoration work is completed. The street or highway shall include the berm, shoulder, terrace and all areas within the public right-of-way involved in the maintenance, repair or restoration of the street or highway. No person shall park a motor vehicle in violation of such signs.
- (2) Winter night parking restrictions. No person shall park, stop, or leave standing any vehicle on any Village street between 2:00

a.m. and 6:00 a.m. from November 15 of each year to April 15 of the following year. Signs shall be erected at or reasonably near the corporate Village limits as provided in §349.13, Wis. Stats., advising of the existence of this subsection. Permission for parking for guests of residents may be granted by the Police Department on a per-night basis for not more than 14 consecutive days for any one person or vehicle. Such permission may be granted by the Police Department upon phone notification for not more than 3 days. If a request is made for permission to park for more than 3 days, the applicant shall complete an appropriate application at the Police Department for such purpose.

- (3) Parking during snow emergencies. The Chief of Police shall be responsible for declaring that a winter weather emergency is in effect, to include but not limited to, snow, sleet and/or freezing rain. Upon such declaration, no person shall park, stop or leave standing any vehicle on any street until after the snow, sleet and/or freezing rain on such street has been plowed to the curb line or otherwise caused to be removed. Any vehicle which is parked, stopped or left standing on any street in violation of this subsection may be removed by or under the direction of the Police Department, after that department has attempted to notify the owner to remove such vehicle, and it has not been removed. If such vehicle is removed at the direction of the Police Department, the expense of such removal may be charged against the owner of the vehicle.

D. Residential protection and street-specific parking regulations.

- (1) Residential permit parking areas. The Village Board may establish residential permit parking areas by resolution in locations where commercial activity, tourism activity, lake access traffic, event activity or downtown parking demand materially interferes with residential parking availability or neighborhood character. Such areas include permit-only parking, time-limited parking, seasonal restrictions or other parking management measures deemed necessary to protect residential neighborhoods. Restrictions established pursuant to this subsection shall become effective upon placement of official signage.
- (2) Employee parking restrictions. The Village Board may prohibit or restrict by resolution employee parking on designated residential streets or within designated residential parking protection areas. No owner, operator, employee, contractor or volunteer associated with a business, event or commercial operation shall park a vehicle in violation of posted employee parking restrictions. Employee parking restrictions established pursuant to this subsection shall become effective upon placement of official signage.

- (3) Walworth Avenue parking restrictions. Parking on Walworth Avenue between Geneva Street and Cherry Street shall be permitted only:
 - (a) At an angle on the east side of the street within marked stalls; and
 - (b) Parallel on the west side of the street within marked stalls.
 - (c) Parking within this area shall be limited to not more than 2 consecutive hours between the hours designated by official signage.
 - (d) Additional seasonal or operational restrictions may be established by resolution of the Village Board and placement of official signage.
- (4) Additional street-specific parking restrictions. The Village Board may establish parking restrictions, time limitations, seasonal parking controls, permanent parking requirements or no-employee parking zones on additional streets or portions thereof by resolution and placement of official signage.
- (5) Event-related parking management. The Village may require event organizers seeking approval for events which are reasonably anticipated to create parking or traffic impacts to submit parking management plans, overflow parking plans, shuttle plans or traffic circulation plans as part of the event approval process.

E. Travel and oversized vehicle restrictions.

- (1) Boat trailer parking restrictions.
 - (a) No person shall park, stop, or leave standing any boat trailer on a residential street between May 1 and September 30 except:
 - [1] During active loading or unloading;
 - [2] Pursuant to a temporary permit issued by the Village.
 - [3] As otherwise authorized by official signage or Village-approved event authorization.
 - (b) Overnight parking of boat trailers on residential streets is prohibited.
 - (c) Boat trailers may be parked in designated municipal trailer parking areas subject to posted regulations.

- (2) Oversized vehicle restrictions. For purposes of this subsection, "oversized vehicle" means a vehicle, trailer or combination exceeding 22 feet in length and 8 feet in height or 8 feet in width.
 - (a) No person shall park or leave standing any oversized vehicle, commercial vehicle, detached trailer, recreational vehicle or equipment trailer as defined in §340.01, Wis. Stat. upon any residential street except:
 - [1] During active loading, unloading or service activities;
 - [2] For temporary periods authorized for permit; or
 - [3] As otherwise permitted by this Code.
 - (b) No person shall park, stop or leave standing a trailer as defined in §340.01 (71), Wis. Stats., on any Village Street in excess of 24 hours within a 36- hour time period.

F. Removal and enforcement.

- (1) Any vehicle parked, stopped or standing in violation of any of the provisions of §345-4 is declared to be a hazard to traffic and public safety.
- (2) Removal by operator. Such vehicle shall be removed by the operator in charge, upon request of any traffic officer, to a position where parking is permitted or to a private or public or storage premises.
- (3) Removal by traffic officer. Any traffic officer, after issuing a citation for illegal parking, stopping, or standing of an unattended vehicle in violation of §345-4, is authorized to remove such vehicle to a position where parking is permitted.
- (4) Removal by private service. The traffic officer may order a motor carrier holding a permit to perform vehicle towing services, a licensed motor vehicle salvage dealer or a licensed motor vehicle dealer who performs vehicle towing services to remove and store such vehicle in any public storage garage, rental parking garage or any facility of the person providing the towing services.
- (5) Towing and service charges. In addition to other penalties provided by this Chapter, the owner or operator of a vehicle removed shall pay the actual cost of moving, towing and storage. If the vehicle is towed by the Police Department, a charge as set forth on a schedule of charges established by the Village Board shall be paid for such towing. If the vehicle is towed or stored by a private motor carrier, motor vehicle salvage dealer or licensed motor vehicle dealer, actual charges regularly paid for such

services shall be paid. If the vehicle is stored in a public storage garage or rental facility, customary charges for such storage shall be paid upon payment, a receipt shall be issued to the owner of the vehicle for the towing for storage charge.

G. Registration record of vehicle as evidence.

When any vehicle is found in violation of any provision of §345-4 regulating the stopping, standing, or parking of vehicles and the identity of the operator cannot be determined, the owner as shown by the ownership registration of the vehicle supplied by the Wisconsin Department of Transportation, or a comparable authority of any other state, shall be deemed to have committed the violation for purposes of enforcement of §345-4, and shall be subject to the applicable forfeiture penalty; provided, the defenses defined and described in §346.485 (5) (b), Wis. Stats. shall be a defense for an owner charged with such violation.

H. Removal of citations prohibited.

No person, other than the owner or operator thereof, shall remove a parking violation or citation from a motor vehicle.

Section II. 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 _____, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

First Reading: _____

Second Reading: _____

Date Adopted: _____

Date Published: _____

ORDINANCE #2026-_____

**ORDINANCE REPEALING AND RE-CREATING §345-10 OF THE
CODE OF ORDINANCES OF THE VILLAGE OF WILLIAMS BAY CONCERNING
PENALTIES FOR VEHICLE AND TRAFFIC VIOLATIONS**

WHEREAS, the Village of Williams Bay having eliminated its Municipal Court and transferred to the Circuit Court for Walworth County the prosecution of all violations of the Code of Ordinances of the Village of Williams Bay; and

WHEREAS, Walworth County having adopted the State of Wisconsin Revised Uniform State Traffic Deposit Schedule for the purpose of establishing penalties for the violation of vehicle and traffic matters addressed in the statutes of the State of Wisconsin; and

WHEREAS, the Village of Williams Bay having adopted and incorporated into its Code of Ordinances the state statutes addressing vehicle and traffic matters, and wishing to make its penalties for violation of vehicle and traffic matters addressed in its ordinance consistent with the penalties utilized by Walworth County in order to facilitate the proper processing of the citations issued for such ordinances; and

WHEREAS, the Building, Zoning and Ordinance Committee (BZO) having recommended to the Village Board of the Village of Williams Bay (Village Board) the adoption of an ordinance repealing and re-creating section 345-10 for the purpose of making the penalties imposed for violations of chapter 345 consistent with those penalties imposed by Walworth County, in order to facilitate the processing of the village citations; and

WHEREAS, the Village Board have determined that it is appropriate to accept the recommendation of the BZO.

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

Section I. §345-10 of the Code of Ordinances of the Village of Williams Bay is hereby repealed and re-created to read as follows:

§345-10. Violations and penalties.

The penalty for violation of any provision of this chapter shall be a forfeiture and penalty assessment as required by Wis. Stat. §755.05, a jail assessment if required by Wis. Stat. §302.46, plus any applicable fees prescribed in Wis. Stat. Ch. 814.

- A. State traffic deposit schedule. The penalty for violation of state traffic laws adopted pursuant to §345-1 shall be as referenced in the State of Wisconsin Uniform Traffic Deposit Schedule, as periodically revised.
- B. Local regulations. Except as otherwise provided in this chapter, the penalty for violation of this chapter shall be as provided in §1-4 of this Code.

- C. Parking violations. Except as to handicap parking violations, and notwithstanding any other provision of this chapter or any other traffic regulation of the Village, the forfeiture for any parking regulation restriction shall not be more than \$100. The person to whom the citation has been issued may resolve the citation by paying the minimum forfeiture stated on the citation to the Village within three days of issuance. If not paid within that time period, the forfeiture shall double. The penalty for a handicap parking violation shall be as provided in subsection A.

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

Approved by the Village Board the Village of Williams Bay this _____ day of _____, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

First Reading: _____

Second Reading: _____

Date Adopted: _____

Date Published: _____

ORDINANCE #2026-_____
AN ORDINANCE CREATING CHAPTER 328 OF THE CODE OF ORDINANCES
OF THE VILLAGE OF WILLIAMS BAY CONCERNING MOTORIZED VENDOR TRUCKS

WHEREAS, the Building, Zoning and Ordinance committee (BZO) has found that there has been a proliferation of mobile food businesses, especially in the form of motorized vendor trucks; and

WHEREAS, the BZO has noted that motorized vendor trucks have been operating within the Village of Williams Bay on private property, but without any specific ordinance regulating their activity; and

WHEREAS, BZO believes that it is important to provide for the proper licensing of motorized vendor trucks seeking to operate within the Village in order provide for their safe and proper operation and so recommends to the Village Board of the Village of Williams Bay the adoption of an ordinance creating Chapter 328 of the Code of Ordinances specifically regulating motorized vendor trucks; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is appropriate to adopt the recommendation of the BZO for the well-being of the residents and businesses the Village and those who would otherwise be utilizing the services provided by motorized vendor trucks.

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

Chapter 328 of the Code of Ordinances regulating motorized vendor trucks is hereby created to read as follows:

CHAPTER 328 MOTORIZED VENDOR TRUCKS

§328-1 PURPOSE

The purpose and intent of this chapter is to permit, regulate and license motorized vendor trucks that sell pre-packaged frozen confectioneries, soda, bottled water, shaved ice and similar items and/or prepared food within the Village of Williams Bay. Such licensed motorized vendor trucks are to be operated in strict conformity with each and every provision of this chapter.

§328-2 DEFINITIONS

As used in this chapter, the following terms shall have the meanings indicated:

LICENSEE

The applicant who is issued and holds a license under this chapter.

MOTORIZED VENDOR TRUCK

The device regulated by this chapter. It includes any and all motorized mobile vehicles that are used directly or indirectly in the sale of any goods or services, including, but not limited to, trucks or vans used for such purposes. Each motorized

vendor truck shall be a licensed motor vehicle permitted to function as an operable motor vehicle within the State of Wisconsin. Motorized vendor truck does not include a vendor who is operating a mobile wholesale delivery unit, a vehicle used solely to transport or deliver food, or a common carrier regulated by the state or federal government.

OPERATOR

The person who engages in or conducts any activities involving a motorized vending truck.

OWNER

The person who owns the motorized vendor truck.

PERSON

Each and every natural person, firm, corporation, partnership, joint venture, cooperative, limited liability company, limited liability partnership, sole proprietorship and other individual, person and legal entity of whatever kind or nature.

VENDOR

An operator.

§328-3 GENERAL REGULATIONS

- A. Every person or truck engaged in activities regulated by this chapter, whether or not licensed, shall at all times comply with each and every provision and regulation set forth in this chapter.
- B. Every motorized vendor truck shall at all times be operated in strict accord with each and every provision and regulation set forth in this chapter.
- C. No person may engage in any activity for which a license is required under this chapter without first applying for, paying the fee for, and holding a valid license for each motorized vendor truck.
- D. Every motorized vendor truck in the Village shall be licensed. No person may operate, sell or vend from, use a vendor truck or otherwise engage in any activities regulated by this chapter unless the truck holds an appropriate and valid license from the Village. Each owner in his, her or its name shall apply for pay the fee for, and hold a motorized vendor truck license for each truck in the Village prior to use of such truck in the Village.

§328-4 EXEMPTIONS

The following shall be exempt from the provisions of this chapter:

- A. Seasonal sales of produce.
- B. Transient merchant's (see chapter 327).

§328-5 LICENSE REQUIRED

- A. Each owner desiring to conduct or engage in activities regulated by this chapter shall file a written initial application with the Village Clerk or designee on a form provided by the Village Clerk for a truck license for each motorized vendor truck. No person may operate, conduct or engage in activities regulated by this chapter without filing an application, paying the fee for such license or without holding an application license under this chapter. The Village Clerk, Chief of Police, or Village Board and/or their appropriate designee may amend and require such information on the initial application as he or she may, from time to time, consider reasonable, proper and/or necessary.
- B. License categories are as follows:
 - (1) Annual license effective January 1 through December 31.
 - (2) Seasonal license effective May 1 through September 30.
 - (3) Special event license in effect not more than three consecutive days on one premises.
- C. The annual fee for each license category shall be assessed by resolution of the Village Board.
- D. No application shall be accepted for filing, nor truck license issued or renewed, unless and until the owner applicant possesses all necessary County Health Department and other required governmental agency license and permit for the truck. Each owner applicant at the time of filing the Village initial application and at the time of all subsequent annual renewal filings, shall provide to the Village Clerk proof of such other licenses and permits in such form as the Village Clerk may, from time to time, deem necessary and/or desirable.
- E. No truck license may be issued or renewed unless and until the truck passes the inspection of the county/state health officials and agencies, and holds the proper health licensing, permits and certification.
- F. No truck license may be issued or renewed if the applicant, owner or proposed operator of the truck has had a license or permit issued under this chapter revoked, suspended or non-renewed unless expressly approved by appeal to the Village Board.
- G. No truck license may be issued by the Village Clerk unless and until all requirements set forth in this chapter have been fully and properly satisfied by the applicant. The decision of the Village Board shall be final in this regard.

- H. Each motorized vendor truck shall be separately licensed and such license shall not be transferable to any other motorized vendor truck.
- I. *License shall be displayed.* Each issued truck license shall be prominently and conspicuously posted on each licensed truck at all times.
- J. *License information shall be displayed.* At all times, each truck shall have permanently affixed to it and prominently displayed a sign no smaller than 12 inches by 12 inches displaying name, address, and telephone number to the licensee.

§328-6 MOTORIZED VENDOR TRUCK OPERATION.

- A. Each motorized vendor truck shall be capable of being moved and kept under control by one person. All traffic laws shall be adhered to during operation of the vehicle.
- B. Each truck shall be moved safely to and from its vending location.
- C. Each truck shall be secured at all times so as not to injure or endanger persons or property.
- D. Each motorized vendor truck shall be equipped with at least one leak-proof container for the deposit of waste, garbage, litter, and refuse. A second leak-proof container for the deposit of recycle materials shall also be required. All such containers shall be kept covered with tight fitting lids. When leaving the sales area, the licensee and his or her employee shall be responsible for the removal of all litter resulting from his or her business or customer's use of his or her business.
- E. Each operator, licensee and truck shall comply with all state codes, regulations and standards relating to the serving and selling of food or food products.
- F. An operator shall be personally and physically present inside or next to the truck at all times during which items are displayed or sold. Vending trucks shall only be allowed within the public right-of-way during permitted hours of operation

§328-7 INSURANCE REQUIREMENT

Each licensee operating on Village property, including, but not limited to, Village-owned parking lots, right-of-way or Village park shall obtain, pay for and at all times maintain proof of and actual liability insurance coverage against personal injury, death and property damage in an amount of not less than \$1,000,000.00 per person per incident and \$1,000,000.00 aggregate per incident. Such insurance shall name the Village of Williams Bay and each and every of the Village's elected and appointed officials, officers, employees, agents and representatives as additional or co-insureds. At the time of filing the initial and all renewal applications, an applicant

shall provide a true and correct photocopy of a certificate of insurance and/or other proof of insurance for each truck in the form required by the Village Clerk.

§327-8 REGULATIONS

- A. Motorized trucks must be stationary at all times when sales and related activities are occurring.
- B. Motorized vendor trucks may set up and operate in the public streets but not in the travel lane. The vending truck service window shall be oriented to the curb side of the street and not to the front, rear or travel lane side of the truck. Motorized vending trucks may set up and operate within public parking lots with permission of the Village Board. Motorized vending trucks may also set up and operate on private property with the permission of the owner or person with authority to control use of the property.
- C. In Village parks, motorized vendor trucks are only allowed upon issuance of the permit for specific parking areas designated by the Village Board upon recommendation by the Parks & Lakefront Committee.
- D. No motorized vendor truck shall operate before 8 o'clock A. M. or after dusk (sunset on any day).
- E. No motorized vendor truck operator or other person shall use noise-makers, other than bells, lights, or music to attract customers. Such bells and music shall not be used before 8:00 a.m. or after dusk (sunset on any day). No electrical or mechanical sound generated within a vending area shall be audible beyond the vendor's immediate working area and in no event more than 50 feet from the truck.
- F. A sandwich board sign not to exceed 24 inches wide by 48 inches tall with letter less than three inches in height shall be allowed to be displayed without a sign permit for each truck. Said sign may be located within the public right-of-way and shall not impede pedestrian movement on a public sidewalk

§327-9 PENALTY FOR VIOLATION

- A. Any person, firm, corporation or other entity of whatsoever kind or nature violating any of the provisions of this chapter, upon conviction thereof in court, shall be ordered to pay to the Village a forfeiture of not less than \$50.00 nor more than \$1,000.00, together with the costs of prosecution. Each day's continuance of any violation constitutes a separate violation.
- B. In addition to, and not in lieu of, the imposition and/or payment of the above forfeitures and remedies, the Village may seek and the court may grant injunctive and other legal and/or equitable relief in favor of the Village to abate and/or enjoin the violations

- C. In addition to, and not in lieu of, the above forfeitures and remedies, the court or the Village Board may suspend and/or revoke any permit or license issued under this or any other chapter.

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

Approved by the Village Board the Village of Williams Bay this _____ day of _____, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

First Reading: _____

Second Reading: _____

Date Adopted: _____

Date Published: _____

Derrick Benitez

Williams Bay, WI 53191 |

Professional Summary

Having already gained practical, hands-on experience as a Community Service Officer, I am excited to bring my existing communication and problem-solving skills to my home community of Williams Bay. My field experience, combined with my Criminology and Political Science coursework at the University of Wisconsin-Whitewater, has given me a broad understanding of community and local law and ordinance enforcement. Additionally, my background in advanced mathematics has honed the analytical and detail-oriented skills necessary for precise, accurate report writing. I possess exceptional one-on-one interpersonal skills and my commitment to delivering exceptional service to the community.

Work Experience

Community Service Officer (CSO)

Geneva Lake Law Enforcement Agency | Fontana, WI

May 2026 to Present

1. Operate boats
2. Write tickets
3. Aid in accidents

Guest Service Associate (GSA)

Bouna Beef | Lake Geneva, WI

March 2025 to Present

- drive thru
- server
- order taker
- dishwasher

Prep Cook/Food Runner

HUNT CLUB STEAKHOUSE | Lake Geneva, WI

July 2024 to September 2024

1. Cut and prepped vegetables, fruits, and oysters
2. Assisted in plating food for guest
3. Delivered food to guest

Education

Criminology (Bachelor of Arts/Science)

University of Wisconsin-Whitewater | Whitewater, WI

September 2025 to Present

Graduating fall of 2028.

High school diploma

Williams bay high school | Williams Bay, WI

September 2021 to May 2025

1. History club president
2. Varsity football player

Skills

Cleaning Experience First aid Report writing Patrolling Communication skills Security
Computer skills Conflict management Law enforcement

Languages

English - Fluent

American Sign Language - Beginner

Certifications and Licenses

Boaters safety

June 2026 to Present

Motorcycle License

March 2023 to Present

Driver's License

**Community Service Officer
Village of Williams Bay Police Department**

**Varied shift hours as assigned by the Department
Immediate Supervisor – On-duty Supervisor**

Purpose of Position

This is a non-sworn uniformed civilian position supporting basic law enforcement operations. Community Service Officers handle minor non-emergency calls such as animal complaints, code and zoning,, traffic control (accident scenes, road hazards, etc), found property, and enforce animal/parking/burning-Ordinances. Community Service Officers assist sworn Police Officers at special events. Community Service Officers are also required to perform first responder duties and provide basic emergency medical service. Duties are performed under general supervision of the on-duty supervisor. The Community Service Officer will also work with Code Enforcement for monitoring and reporting construction and other code enforcement issues to the Village Code Enforcement Department

Summary of Position

The Community Service Officer shall be appointed by the Chief of Police subject to the approval of the Village Board and shall be directly accountable for his or her actions and performance to the on-duty supervisor.

Essential duties and responsibilities

- Operate, with proficiency, all equipment as related to the Community Service Officer position.
- Enforce parking regulations.
- Complete all paperwork, and documents necessary to the Community Service Officer position, including, but not limited to, citizen contact forms, victim information sheets, juvenile forms, and parking citations.
- Assist Law Enforcement Officers with notification to parents/guardians of juveniles involved in mischief or those taken into custody.
- Conduct building and premise security inspections.
- Miscellaneous duties where a sworn police officer is not needed.
- Be able to provide essential first aid and cardiopulmonary resuscitation.

- Maintain regular, punctual and predictable attendance.
- Read manuals, policies and any other job-related documents relevant to the requirements of the Community Service Officer position.
- Brief supervisors about shift activities.
- Operate office equipment (fax, telephone, computer software, records management system and printer) to send/receive information.
- Assist Code Enforcement with monitoring and enforcing Code Violations as directed
- Other duties as assigned.

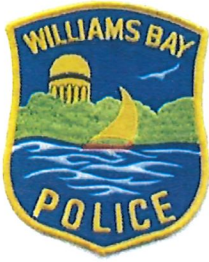
Qualifications of Position

- U.S. citizen, minimum age 18.
- Possess a valid driver's license.
- A high school diploma or general educational development equivalent.
- Ability to perform essential functions of the position and to use standard law enforcement booking room equipment.
- Must pass all required testing, interviews, and any other promotional requirements set by Department Policies and Procedures.

Date Approved by Village Board:

Date Posted:

Date Effective:



Village of Williams Bay Police Department

PO Box 580
250 Williams Street
Williams Bay, WI 53191



Phone: 262.245.2710

Chief Justin P Timm

Fax: 262.245.2711

To: Tina Kolls; Village Clerk
From: Justin P Timm; Chief of Police

Reference: Williams Bay Alcohol License Renewal for 2026 (Tide and Tavern)

Ms. Kolls,

I received the Liquor License application from Tide and Tavern on Friday June 19th 2026. Our department has conducted background investigations as well as an on-site visit.

Based on the findings of these evaluations, I can confirm that there are no known issues or concerns that would preclude the applicant from obtaining the requested liquor license. All aspects of the review process, including compliance with applicable regulations and background requirements, have been satisfactorily addressed.

Sincerely,

Justin P Timm
Chief of Police
Village of Williams Bay Police Department

June 11, 2026

RE: LIQUOR LICENSE NO. BB2026-005

COMBINATION FORM

CLASS "B" / "CLASS B" RETAIL LICENSE

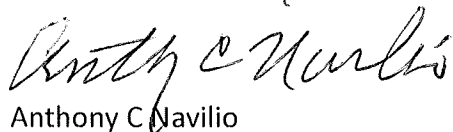
FOR THE SALE OF FERMENTED MALT BEVERAGES, AND INTOXICATING LIQUOR

To: Tina Kolls, Village Clerk

The Inn Crowd of Como, Inc. is the holder of the above referenced liquor license issued by the Village of Williams Bay which expires on June 30, 2026. Anthony C Navilio is the president of Inn Crowd of Como, Inc.

Anthony C Navilio wishes to surrender said liquor license to the Village of Williams Bay. The surrender of said liquor license is contingent upon the Village Of Williams Bay issuing the above referenced liquor license to SJA Liquor LLC, Stacy Manettas as agent.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony C Navilio", written in a cursive style.

Anthony C Navilio

President, Inn Crowd Of Como In

VILLAGE OF WILLIAMS BAY

ALCOHOL LICENSE CHECKLIST

Checklist must be submitted by each applicant seeking an Alcohol License. Incomplete applications will be rejected.

Business Name & Street Address: STJA Liquor LLC

Applicant Name: Stacy A. Manelitas

Type of Alcohol License(s) Sought: _____

Applicant	Office Use	Item
☐	☐	Form AB-200 Alcohol Beverage License Application – Thoroughly complete Sections A-D and complete the box in the upper right corner.
☐	☐	Form AB-101* Alcohol Beverage Appointment of Agent – Thoroughly complete Sections A-E and the top Agent Type section.
☐	☐	Form AB-100* Alcohol Beverage Individual Questionnaire – Thoroughly complete Sections A-E. All individuals, partners, officers and directors, the agent of the corporation and members or managers and agent of limited liability companies must fill out this form.
☒ N/A	☒	Proof of Operation. Applicants must provide 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 per Ordinance 128-8.
☐	☐	Proof of Completing Responsible Beverage Server Training Course. Individuals, partners and agents of corporations and LLC's must have successfully completed an approved responsible beverage server training course within the past two years. Does not apply to individuals who held or were an agent of a corporation or LLC that held a liquor license within the past two years.
☐	☐	Proof of Residency. Applicants must have continuously resided in the State of Wisconsin for 90 days prior to the date of application. Proof of residency could include voter registration, motor vehicle registration, driver's license, residential lease or purchase agreement, or income tax records. Officers, directors, members or managers of corporations or LLCs are not required to meet the State residency requirement.
☐	☐	Proof of Wisconsin Seller's Permit. Can be a copy of a letter, e-mail or website from the State of Wisconsin proving that the applicant is in good standing for sales tax purposes and holds a valid seller's permit.
☐	☐	Map of Premises. Applicant must submit a map of the premises, identifying the building(s), room(s), and/or land area under his/her control where alcohol beverages will be sold, served, consumed, or stored. Maps do not need to be drawn to scale but should include a small compass arrow showing which direction is north. Any gates leading outside of the premises must have a lock installed.
☐	☐	License Fees are due prior to issuance
☐	☐	Publication Fees: a \$50.00 publication fee is due upon application.

*Not required if the paperwork from previous license year is still accurate.

For Office Use Only

Date Filed with Clerk: 6-17-2026

License Fee Receipt: _____

Amount Paid: _____

Date Published in Newspaper: _____

Publication Fee Receipt: _____

Amount Paid: _____

Date forwarded to Police Chief: _____

Village Board Approval: _____

License Issued Date: _____

License Number: _____

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Williams Bay
License Period	

Application Type (check one)

☒ Initial (New) ☐ Renewal

License(s) Requested: (up to two boxes may be checked)

☐ Class "A" Beer \$ _____ ☒ Class "B" Beer \$ 100
☐ "Class A" Liquor \$ _____ ☒ Regular "Class B" Liquor \$ 500
☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
☐ "Class C" Liquor (wine only) \$ _____ ☐ Above-Quota "Class B"
Liquor \$ _____

Fees

License Fee(s)	\$ <u>600</u>
Background Check Fee	\$
Publication Fee	\$ 50
Total Fees	\$ <u>650</u>

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)

SJA LIQUOR LLC

2. Business Trade Name or DBA

Tide & Tavern

3. FEIN 42-2671673

4. Wisconsin Seller's Permit Number

456-1032597802-02

5. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? ☐ Yes ☒ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization

WISCONSIN

8. Date of Organization

05/20/2024

9. Wisconsin DFI Registration Number

5168850

10. Premises Address

2 W GENEVA ST

11. City

WILLIAMS BAY

12. State

WI

13. Zip Code

53191

14. County

WALWORTH

15. Governing Municipality: ☐ City ☐ Town ☒ Village
of: _____

16. Aldermanic District

17. Website: _____

20. Premises Description

Initial (New Applicants Only): Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☐

A 2 story building with the front entrance meeting the bar/lounge where in use alcohol shall be kept. On the second floor there is an office where all paperwork shall be kept, as well as a storage room for alcohol inventory.

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No
If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or wholesaler? ☐ Yes ☒ No

If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☐ Yes ☐ No

5. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

6. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

- ☐ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.
- ☒ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.
- ☐ (For corporations, limited liability companies, and nonprofit organizations only) I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.
- ☐ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name MANETTAS	First Name STACY	M.I. A
Title OWNER		
Signature 		Date 06/11/2020

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage License Application
Appendix A - List of Persons Involved in the Applicant Business

Instructions		Status Definitions
This form is required supplemental material to Form AB-200, Alcohol Beverage License Application, for new and renewal applications. The persons holding the following titles in the applicant business and any businesses referenced in Part A, Question 6, must provide contact and personal information to determine fitness to hold an alcohol beverage license under state law: • Sole proprietor • All partners of a partnership • All officers, directors, and agent of a corporation or nonprofit organization • All members or managers, and agent of a limited liability company Contact and personal information for persons named above must be listed in the table below and submitted with this application. Attach additional sheets if necessary. Each person holding a title named above must submit the most accurate Form AB-100 with this application. Corporations, nonprofit organizations, and limited liability companies must submit the most accurate Form AB-101 with this application.		New: All entries on a new application or any person added to a renewal application for the first time. Remove: This person no longer has a relationship to the applicant business. Update: There are changes to this person's personal or contact information, or their relationship to the applicant business. No Change: There are no changes to this person's personal or contact information, or their relationship to the applicant business.
1. Legal Business Name (individual name if sole proprietorship)		
2. Business Trade Name or DBA	3. FEIN	

[illegible]

Alcohol Beverage
Appointment of AgentDate
06/11/2026

Agent Type (check one)

- ☒
- Original (no fee)
- ☐
- Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

STA LIQUOR LLC

2. Business Trade Name or DBA

Tide & Tavern

3. Entity Type (check one)

- ☒
- Limited Liability Company
- ☐
- Corporation
- ☐
- Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- ☒
- Municipal Retail License
- ☐
- State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name

MANETTAS

2. First Name

STACY

3. M.I.

A

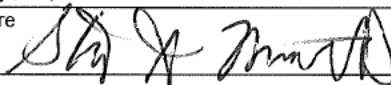
Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.
2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or
Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☒ Yes ☐ No
3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

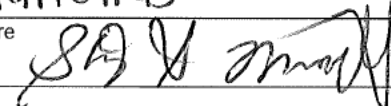
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Manettas	First Name Stacy	M.I. A
Title Owner		
Signature 	Date 06/11/2020	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Manettas	First Name Stacy	M.I. A
Signature 	Date 06/11/2020	

Alcohol Beverage
Individual QuestionnaireDate
06/11/2023

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

SJA LIQUOR LLC

2. Business Trade Name or DBA

Tide & Tavern

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership

Limited Liability Company

☐ Corporation☐ Nonprofit Organization**Part B: Individual Information**

1. Last Name

MANETTAS

2. First Name

STACY

3. M.I.

A

4. Relationship to Business (Title)

OWNER

7. Home Address

Part C: Address History1. Do you currently live in Wisconsin? ☒ Yes ☐ No

If yes, provide the month and year when you permanently moved to Wisconsin

(MM/YYYY)

06/2023

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
	WALWORTH	WI	COOK	IL	HOMB LVLV	HI	
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 

Date 06/11/2020

Village of Williams Bay

PO BOX 580, Williams Bay, WI 53191, (262) 245-2700, www.williamsbay.org

APPLICATION FOR OPERATOR'S LICENSE

PLEASE CHECK ONE

☒ Original (\$50)

Original License for the Village of Williams Bay issued for a term of (2) years expiring June 30th. A certificate of completion of an approved Responsible Beverage Server Course is required. Wis. Stats. §125.17 (1) (2) (3)

☐ Renewal (\$50)

Renewal License for current license holder in the Village of Williams Bay issued for a renewal term of (2) years expiring June 30th. Current license cannot be expired. No certificate of Responsible Beverage Server Training is required. Wis. Stats. §125.17 (1) (2) (3)

☐ Provisional (\$15.00)

Provisional operator's licenses are issued to persons enrolled in the course, who have also applied for a regular operator's license. Wis. Stats. §125.17 (1) (2) (3) License is only valid for up to 60 days.

☐ Temporary (\$10.00)

A Temporary Operator license is only valid for a period of 14 days, issued to persons employed by or donating their services to a non-profit corporation. Max licenses issued is (2) per year. Temporary Operators are not required to complete the beverage server training course. Wis. Stats. §125.17 (4)

APPLICANT INFORMATION

Full Name: STACY ANN, STOVALL MANETTAS

Date of Birth: [REDACTED]

Driver's License #: [REDACTED]

State Issued: WI

Exp Date: [REDACTED]

Address: [REDACTED]

Daytime Phone: [REDACTED]

Employer for whom you will be working upon issuance (valid only in Village of Williams Bay): _____

If this is a Temporary License, please list the name of the Organization for whom you will work and dates required: _____

Have you ever had a liquor license or operator license in any state revoked or suspended? ☒ No ☒ Yes

Have you been arrested or cited for any offense (do not include traffic violations unless it is drug or alcohol-related)? ☒ No ☐ Yes

Have you ever been convicted of a felony? ☒ No ☐ Yes

If answered "Yes" above please state date, nature of offense and location:

Date	Nature of Offense	Location: City, County and State

I hereby agree to display and/or surrender my operator's license to any police officer, or any official of the Village of Williams Bay, or the State of Wisconsin, for verification while I am working. Further I agree to abide by the State Statutes and Local Ordinances governing the sale of beer and intoxicating beverages. Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge.

[Signature]
Signature of Applicant

06/11/2020
Date

FOR OFFICE USE ONLY

☐ COPY OF DRIVERS LICENSE

Date Received: _____

License # _____

☐ COPY OF SERVER TRAINING CERTIFICATE
(Temp & Provision do not require)

Amount Paid: _____

Date Approved by Board _____

Disposition of Investigative Check

☐ PASS

☐ FAIL

Police Dept Approval: _____

Alcohol Seller/Server

While the following Responsible Beverage Server training courses have been approved for certification in the state, the Wisconsin Department of Revenue does not endorse nor administer any of these programs. **Any issues you have concerning registration, student certification, fees, certificates, etc., must be directed to the individual vendor for resolution.**

Classroom instruction providers:

Wisconsin Technical Colleges - <https://www.wistechcolleges.org/>
RBSLearn.com - <https://www.rbslearn.com/>

Serving Alcohol Inc. - Wisconsin Alcohol Seller/Server Course- <http://servingalcohol.com/best-price-wisconsin-bartender-license-special/>

ServSafe Alcohol (WRAEF/NRAEF)- <https://www.wirestaurant.org/servsafe>

TIPS- <https://www.gettips.com/index.html>

Online instruction providers:

Affordable Alcohol Training dba LIQUORexam.com -
[https://liquorexam.com/Wisconsin Alcohol Server and Seller Certification](https://liquorexam.com/Wisconsin%20Alcohol%20Server%20and%20Seller%20Certification)

CARE (American Hotel & Lodging Education Institute) - <https://www.ahlei.org/program/care/>

RBSLearn.com - <https://www.rbslearn.com/>

Learn2Serve - <https://www.learn2serve.com/>

Rserving.com (Professional Server Certification Corporation) -
<https://rserving.com/web/rserving.php?siteid=251>

Seller/Server.com - <https://www.sellerserver.com/Wisconsin/>

ServerLicense.com - <https://www.serverlicense.com/>

Serving Alcohol Inc. - Wisconsin Alcohol Seller/Server Course - <http://servingalcohol.com>

ServSafe Alcohol (WRAEF/NRAEF) - <https://www.wirestaurant.org/servsafe>

TIPS - <https://www.gettips.com>



CERTIFICATE OF COMPLETION

This certifies that

Stacy Manettas

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
06/16/2026



Expiration Date
06/15/2028



Certificate #
WI-00652277

A handwritten signature in black ink, appearing to read 'Sarah M. Manettas'.

Official Signature

This certificate is non-transferable and represents the successful completion of an approved

Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com





State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**
SJA Liquor LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name and email address of the initial registered agent:**
Stacy Ann Stovall Manettas
[REDACTED]

Article 4. **Street address of the initial registered office:**
2 W Geneva Street
Williams Bay, WI 53191
United States of America

Article 5. **Street address of the principal office:**
[REDACTED]

Article 6. **Name and complete address of each organizer:**
[REDACTED]

Other provisions (optional). (No other provisions declared.)

Other Information. **This document was drafted by:**
Stacy Ann Stovall Manettas

Organizer Signature:
Stacy Ann Stovall Manettas

Date & Time of Receipt:

5/20/2026 1:57:47 PM

Order Number:

202605206947945

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

Filing Fee: \$130.00
Total Fee: \$130.00

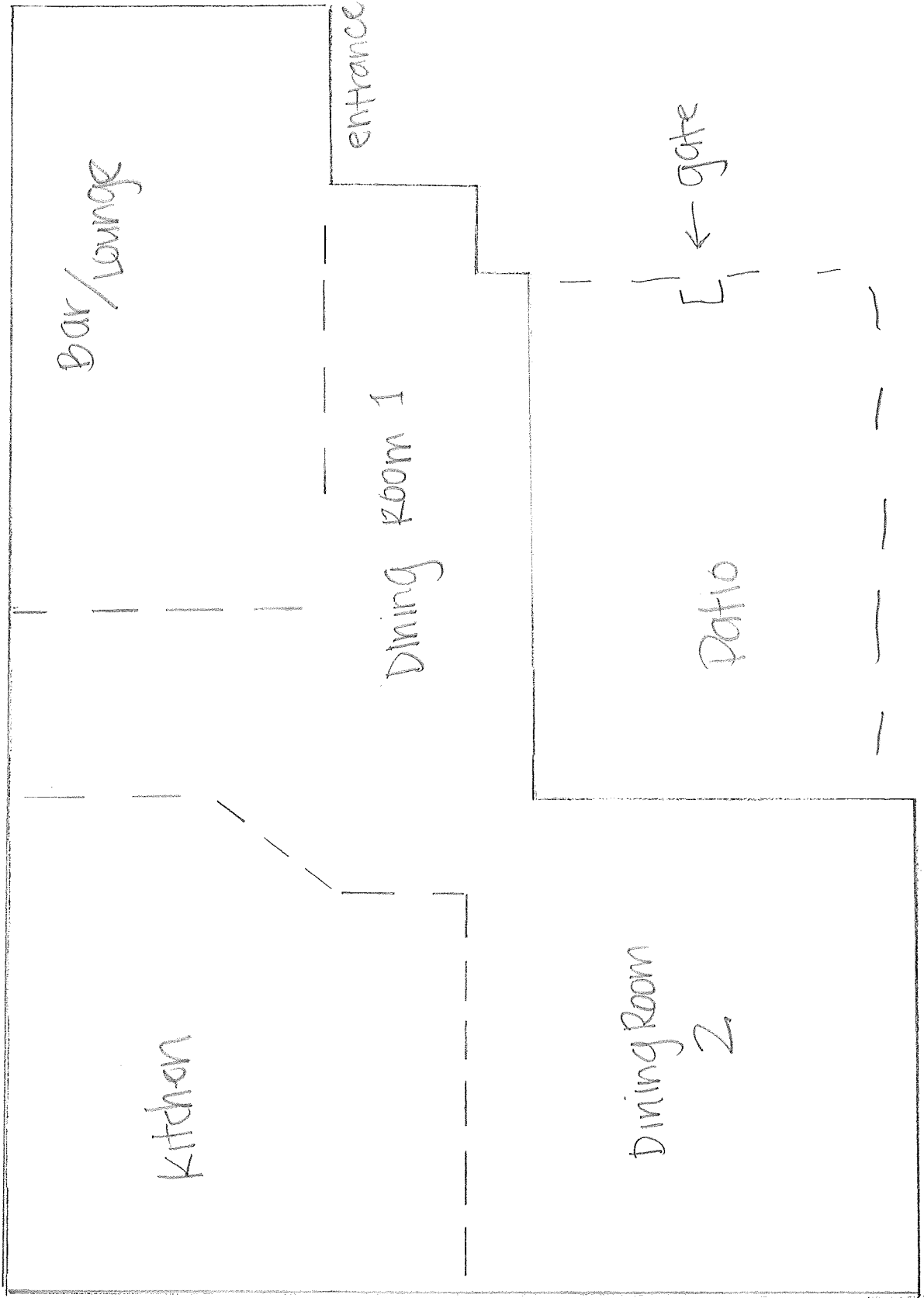
ENDORSEMENT

**State of Wisconsin
Department of Financial Institutions**

EFFECTIVE DATE	
5/20/2026	

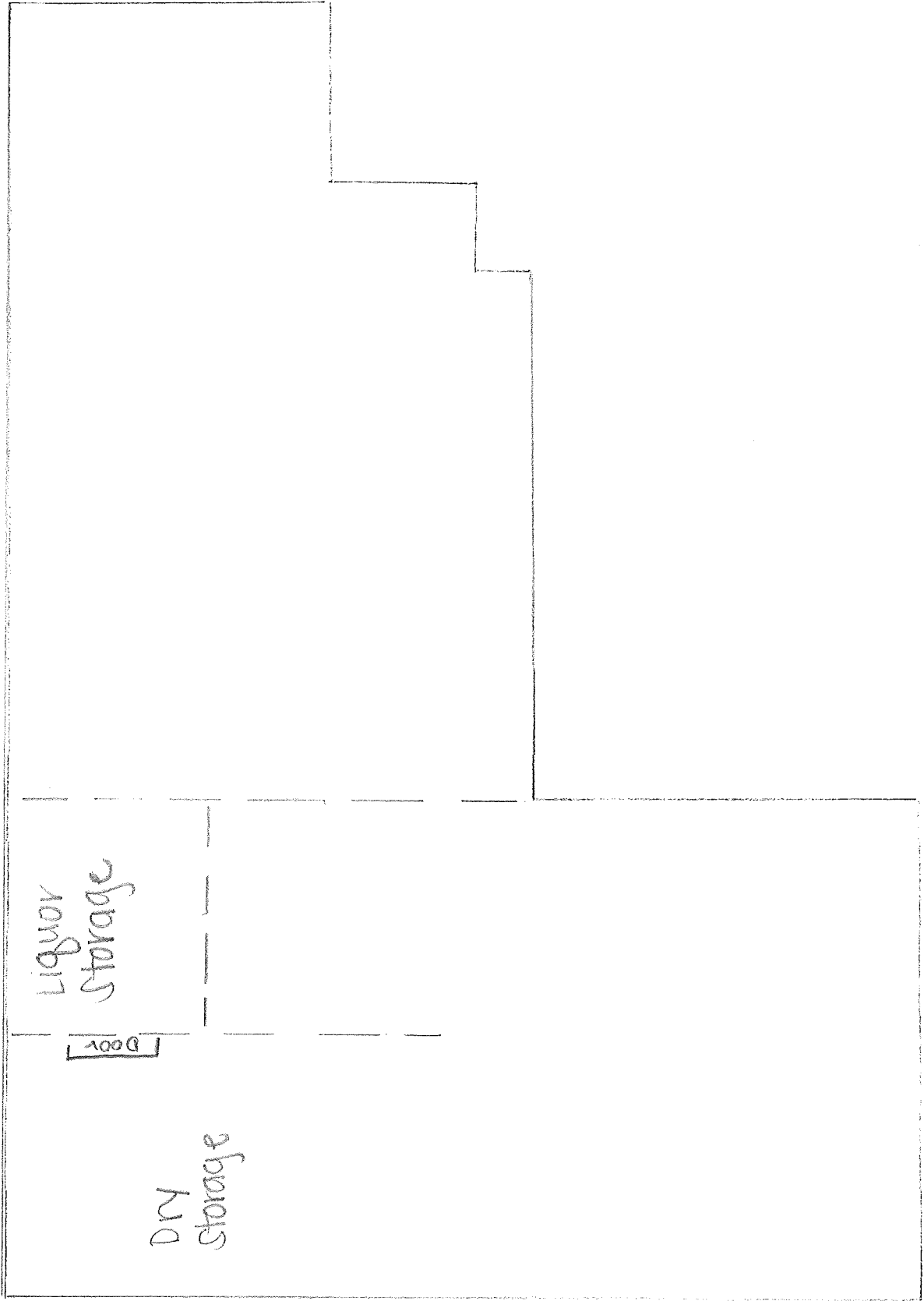
FILED	Entity ID Number S168850
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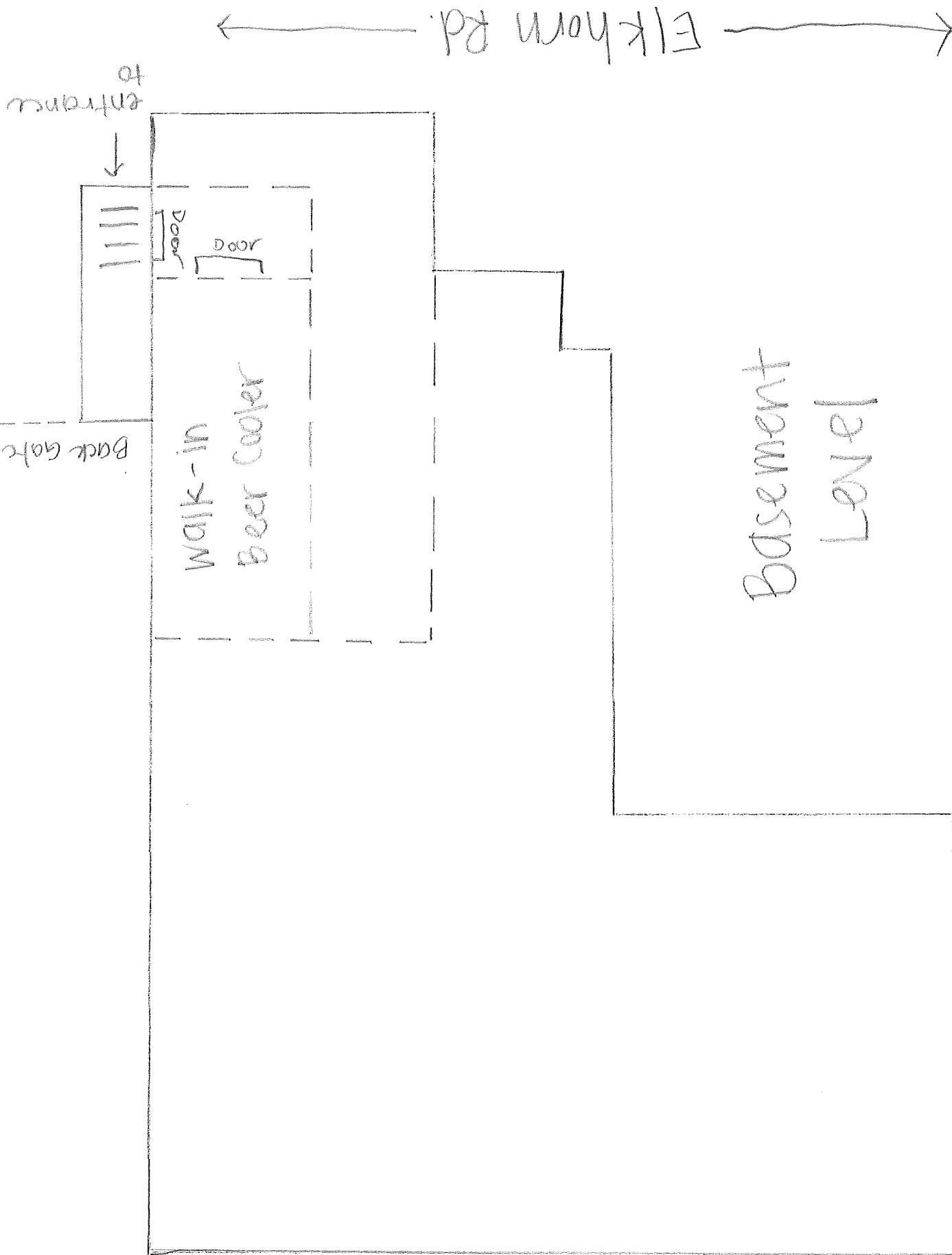
Level 1 (Ground level)



← E Geneva St.

Level 2
(2nd floor)





← E Geneva St. →

Receipt No: 35.000002585 Jun 17, 2026

SJA LIQUOR LLC

LICENSES AND PERMITS
LIQUOR/BEER LICENSE - 100.00
CLASS B BEER
100-43001
LIQUOR/BEER LICENSE

Total: 100.00
=====

LICENSES AND PERMITS
LIQUOR/BEER LICENSE - 500.00
CLASS B LIQUOR
100-43001
LIQUOR/BEER LICENSE

Total: 500.00
=====

SJA LIQUOR LLC

LICENSES AND PERMITS
LIQUOR/BEER LICENSE - 50.00
PUBLICATION FEE
100-43001
LIQUOR/BEER LICENSE

Total: 50.00
=====

Credit Card - General 650.00

Payor:
SJA LIQUOR LLC

Total Applied: 650.00

Change Tendered: .00
=====

06/17/2026 1:50 PM

Village of Williams Bay
PO Box 580
250 Williams Street
Williams Bay WI 53191 (262) 245-2700

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$

Application Date: 7-13-26

☐ Town

☒ Village

☐ City

of Williams Bay

County of

Walworth

The named organization applies for: (check appropriate box(es).)

☐ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9-26-26 and ending 9-26-26 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization

☐ Fair Association

(a) Name Friends of Kishwaukee NPO

(b) Address PO BOX 580 WILLIAMS BAY, WI

(Street)

☐ Town

☒ Village

☐ City

(c) Date organized 1992

(d) If corporation, give date of incorporation 5/7/92

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President PEGGY POLLITT 438 HARVARD AVE FONTANA

Vice President MARY COOK 89 Medinah LN. FONTANA

Secretary SUSAN FRANZEN 372 Geneva St. WB

Treasurer PEGGY POLLITT 438 HARVARD AVE FONTANA

(g) Name and address of manager or person in charge of affair: PEG POLLITT

438 HARVARD FONTANA

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 251 Elkhorn Rd (KNC) Entire Property

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? No building

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event KNC Annual Wine Walk 2:00-5:00pm

(b) Dates of event 9-26-26

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer

Peggy Pollitt
(Signature/date)

Officer

Friends of Kishwaukee
(Name of Organization)

(Signature/date)

Officer

(Signature/date)

Officer

(Signature/date)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

July 14, 2026

Village of Williams Bay
Williams Bay Village Board
Williams Bay, WI

Re: Waiver of License Fees

Dear Village Officials,

The Williams Bay Lions Club respectfully requests consideration of a waiver for the operator license and liquor license fees associated with the upcoming annual Corn & Brat Fest.

The Williams Bay Lions Club is a nonprofit organization dedicated to serving the Williams Bay community through charitable programs, local initiatives, and volunteer service. The annual Corn & Brat Fest is a longstanding community event that supports these ongoing efforts and provides an opportunity for residents and visitors to come together while benefiting local charitable causes.

In recognition of the Williams Bay Lions Club's nonprofit status and continued commitment to serving the community, consideration of a waiver for the required operator license and liquor license fees is respectfully requested for this year's event.

Thank you for taking the time to consider this request. The Williams Bay Lions Club sincerely appreciates the Village's continued support of community organizations and local events.

Respectfully,

Williams Bay Lions Club

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: 7/2/2026
County of WALWORTH

☐ Town ☒ Village ☐ City of W. BAY

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 8/7/26 and ending 8/9/26 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) → ☒ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Chamber of Commerce or similar Civic or Trade Organization
☐ Veteran's Organization ☐ Fair Association

(a) Name Williams Bay Lions Club

(b) Address P.O. Box 550
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 1946

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Tom Lothian 539 PARK RIDGE RD CEDAR PT W. BAY

Vice President Colin Doerge 61 HILL ST. W. BAY

Secretary JACK LOTHIAN 556 PARK RIDGE RD CEDAR PT. W. BAY

Treasurer BRUCE NELSON 5031 BAILEY RD DELEVAN WI

(g) Name and address of manager or person in charge of affair: DOUG KNIGHT 35 JOHANSON TER. W. BAY

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number EDGEWATER PARK

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: PAVILLION + PARK

3. Name of Event

(a) List name of the event WB LIONS CORN AND BRAT

(b) Dates of event 8/7 - 8/9/26

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Colin Doerge
(Signature/date)

Officer [Signature]
(Signature/date)

Date Filed with Clerk 7-20-2026

Date Granted by Council _____

W. BAY LIONS CLUB
(Name of Organization)

Officer [Signature] 7/15/26
(Signature/date)

Officer Bruce Nelson 7/20/26
(Signature/date)

Date Reported to Council or Board _____

License No. _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johannesen Farrar, Inc. 512 E. Walworth Avenue P.O. Box 347 Delavan WI 53115	CONTACT NAME: Kira Johnson PHONE (A/C, No, Ext): (262) 728-2631 E-MAIL ADDRESS: kiraj@jinsurance.com FAX (A/C, No): (262) 728-2312														
INSURED Williams Bay Lions Club PO Box 550 Williams Bay WI 53191	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: West Bend Mutual Insurance</td><td>15350</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: West Bend Mutual Insurance	15350	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2026-2027 COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

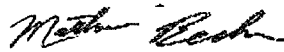
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		1451578	07/20/2026	01/01/2027	EACH OCCURRENCE \$ 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 200,000 PRODUCTS - COMP/OP AGG \$ 200,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			A304485	07/20/2026	01/01/2027	Aggregate Limit \$1,000,000 Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Williams Bay Corn and Brat Fest - August 7th, 8th and 9th, 2026.
The Village of Williams Bay is listed as an additional insured for General Liability.

CERTIFICATE HOLDER

CANCELLATION

The Village of Williams Bay 250 Williams Street P.O. Box 580 Williams Bay, WI 53191	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



FONTANA FIRE DEPARTMENT

MONTHLY REPORT -JUNE 2026



RESPONSE DATA

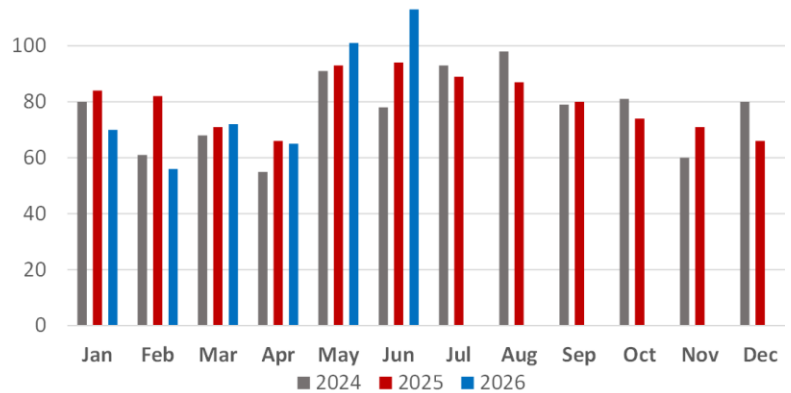
June 2026

RESPONSE AREA	Total	Percent
Williams Bay	53	47%
Fontana	41	36%
Walworth Township	9	8%
Mutual Aid Responses	10	9%
TOTAL RESPONSES	113	

Response Time Report **Average Dispatched to Arrival on Scene**

Williams Bay	6:50
Fontana	5:52
Walworth Township	6:53

3 YEAR TRENDS



TRAINING & CERTIFICATIONS

Harvard Club pre plan and walk through Search and rescue / drags Ground ladder operations	Relay pumping Mercy EMS training CPR Recertification
---	--

PUBLIC EDUCATION & EVENTS

- Harvard Milk Days parade
- Fontana 3K class visit
- Wedding fireboat display
- Servepro fire investigation seminar

OPERATIONS

- Swearing in of part-time Firefighter / Paramedic Molly Forstrom
- 24-hour Williams Bay fire station staffing effective June 12, 2026
- Williams Bay fire service request for proposal selection process
- 34 Fire Inspections, four sprinkler inspections, and ten short term rental inspections.



July 30, 2026

Village President and Trustees

Village of Williams Bay

250 Williams Street

Williams Bay, WI 53191

Delivered Via Email: clerk@vi.williamsbay.wi.gov

Subject: Village of Williams Bay – Award Recommendation – Sanitary Sewer Replacement

Dear President and Trustees.

The bid opening for the Sanitary Sewer Replacement Project occurred on July 30, 2026, at 10:00a; below is a copy of the bid form. The opinion of probable cost was \$1.25M in July of 2025; the difference is due to the price of oil due to the war with Iran.

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

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1	PRECONSTRUCTION VIDEO RECORDING	1 LSUM	Lump Sum	\$3,000.00
2	SANITARY SEWER 8-INCH DIA (OPEN CUT)	1640 LF	\$350.00	\$574,000.00
3	TREE REMOVAL	1 LSUM	Lump Sum	\$25,000.00
4	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	100 CY	\$100.00	\$10,000.00
5	CONNECTION TO EXISTING SEWER	10 EACH	\$2,500.00	\$25,000.00
6	BUILDING SERVICE LINES (4-INCH TO 8-INCH DIA)	250 LF	\$250.00	\$62,500.00
7	SANITARY SEWER LATERAL CONNECTION TO MAIN	30 EACH	\$1500.00	\$45,000.00
8	SANITARY SEWER MANHOLE (4'-0" DIA)	13 EACH	\$12,000.00	\$156,000.00
9	MANHOLE DROP CONNECTION (8-INCH)	1 EACH	\$7,000.00	\$7,000.00
10	TELEVISION OF EXISTING SANITARY SEWERS TO LOCATE SERVICE CONNECTIONS	550 LF	\$8.00	\$4,400.00
11	BUILDING SERVICE IDENTIFICATION (SANITARY)	15 EACH	\$1,000.00	\$15,000.00

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
12	FALSE SERVICE LOCATION	200 LF	\$100.00	\$20,000.00
13	TELEVISION OF LINED SEWER FOR FINAL INSPECTION	550 LF	\$2.00	\$1,100.00
14	GRANULAR BACKFILL	1890 LF	\$60.00	\$113,400.00
15	REPLACEMENT OF EXISTING STORM SEWER 24-INCH	250 LF	\$300.00	\$75,000.00
16	CURED-IN-PLACE PIPE 8-INCH DIA (MH TO MH)	550 LF	\$60.00	\$33,000.00
17	SERVICE LATERAL REINSTATEMENT AND CONNECTION SEALING	15 EACH	\$300.00	\$4,500.00
18	GRINDING OF SERVICE TAP	5 EACH	\$400.00	\$2,000.00
19	EROSION AND SEDIMENTATION CONTROL	1 LSUV	Lump Sum	\$80,000.00
20	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	40 LF	\$150.00	\$6,000.00
21	PCC SIDEWALK REMOVAL AND REPLACEMENT	300 SF	\$15.00	\$4,500.00
22	TRENCH PATCH	300 SY	\$85.00	\$25,500.00
23	RESTORATION OF LAWNS AND PARKWAYS	1 LSUM	Lump Sum	\$180,000.00
24	TRAFFIC CONTROL AND PROTECTION	1 LSUM	Lump Sum	\$8,000.00
25	MOBILIZATION	1 LSUM	Lump Sum	\$100,000.00
26	CONSTRUCTION LAYOUT AND STAKING	1 LSUM	Lump Sum	\$13,433.00
TOTAL AMOUNT OF BID				\$1,533,333.00

5. The Work will begin as set forth in the

We reviewed the bid and found Globe Contractors, Inc., to be the lowest responsible and responsive bidder. Based on our prior experience with this bidder, we believe that Globe Contractors, Inc. is qualified to complete the project. We recommend awarding this contract to Globe Contractors, Inc. for \$1,533,333.00, contingent on regulatory approvals.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, PE

Encs.

C: David Louthspeich, Administrator – email
Wayne Edwards, DPW – email

P:\WLMSV\2501134-Sanitary Sewer Replacement\00-Design\12-Bidding\Bid Recommendation.docx

R-19-26

**A RESOLUTION ADOPTING THE VILLAGE OF WILLIAMS BAY
2026 CAPITAL IMPROVEMENT PLAN (CIP)**

WHEREAS, the Finance and Personnel Committee reviewed the draft Capital Improvement Plan (CIP) as part of the Village's annual budget process; and

WHEREAS, the Village Board has reviewed the proposed revenues and the proposed capital expenditures for all purposes and has directed that the 2026 CIP be prepared accordingly; and

WHEREAS, the Finance and Personnel Committee reviewed the CIP on February 11, 2026 and recommended approval of the 2026 CIP.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Williams Bay, Wisconsin that the 2026 Capital Improvement Plan which is attached hereto (Exhibit A) as and made a part hereof, is hereby approved.

Passed and adopted this 16th day of February 2026.

VILLAGE OF WILLIAMS BAY:

Adam Jaramillo, Village President

ATTEST:

Tina Kolls, Village Clerk

EXHIBIT A:

Village of Williams Bay 2026 Capital Improvements Plan (CIP)

VILLAGE OF WILLIAMS BAY CAPITAL IMPROVEMENT PLAN
2026-2031 ALL PROJECTS

3/10/2026

	2026	2027	2028	2029	2030	2031	Total
EST. BEGINNING FUND BALANCE							
FUNDING SOURCES							
FUTURE GO LEVY SUPPORTED	\$ 869,457	\$ 478,000	\$ 1,070,000	\$ 2,235,000	\$ 2,495,000	\$ 1,306,000	\$ 8,453,457
FUTURE WATER PROCEEDS	\$ 1,250,000	\$ 671,500	\$ 1,500,000		\$ 1,100,000	\$ 5,317,000	\$ 9,838,500
FUTURE SEWER PROCEEDS		\$ 311,000	\$ 600,000		\$ 851,000	\$ 2,175,000	\$ 3,937,000
LRIP SUPPORTED		\$ 700,000					\$ 700,000
TOURISM SUPPORTED			\$ 1,000,000	\$ 465,000	\$ 600,000		\$ 2,065,000
CW LOAN PROCEEDS							\$ -
SW LOAN PROCEEDS							\$ -
2022 BOND PROCEEDS	\$ 89,983						\$ 89,983
TOTAL SOURCES	\$ 2,209,440	\$ 2,160,500	\$ 4,170,000	\$ 2,700,000	\$ 5,046,000	\$ 8,798,000	\$ 25,083,940
TOTAL SOURCES (GEN GO ONLY)	\$ 959,440	\$ 478,000	\$ 1,070,000	\$ 2,235,000	\$ 2,495,000	\$ 1,306,000	\$ 8,543,440
USES BY CATEGORY							
Walworth Avenue WM		\$ 596,500					\$ 596,500
Well 2 Roof		\$ 30,000					\$ 30,000
Well 3 Roof		\$ 30,000					\$ 30,000
Building Tuckpointing		\$ 15,000					\$ 15,000
Elementary School Area Water Improvements			\$ 1,500,000				\$ 1,500,000
Loch Vista Water Main					\$ 1,100,000		\$ 1,100,000
Non Participating Funds - W Geneva St Water						\$ 4,100,000	\$ 4,100,000
Geneva Street - STH 67 Water						\$ 617,000	\$ 617,000
Geneva Street WM Replacement						\$ 600,000	\$ 600,000
Gravity Sewer Replacement	\$ 1,250,000						\$ 1,250,000
Walworth Avenue Sewer Repairs		\$ 311,000					\$ 311,000
Elementary School Area Sewer Improvements			\$ 600,000				\$ 600,000
Harris Road FM In Geneva St					\$ 851,000		\$ 851,000
Non Participating Funds - W Geneva St Sewer						\$ 1,480,000	\$ 1,480,000
W. Geneva Sewer Laterails (2031)						\$ 695,000	\$ 695,000
Bank Building Purchase and Repairs	\$ 475,000	Increase from \$450K to \$475K					\$ 475,000
DPW Plow Truck	\$ 300,000						\$ 300,000
Main and Emergency Entries		\$ 125,000					\$ 125,000
Squad Car	\$ 90,000	\$ 95,000			\$ 95,000		\$ 280,000
Mower	\$ 32,000						\$ 32,000
Utility Vehicle	\$ 30,000						\$ 30,000
Pine Tree Removal/Replacement		\$ 30,000					\$ 30,000
Library Carpet & Flooring		\$ 17,000					\$ 17,000
Document Scanning	\$ 15,000						\$ 15,000
PW Furnance Replacement	\$ 12,000						\$ 12,000
Library Bathroom Updates		\$ 6,000					\$ 6,000
Mobile Speed Board Signs	\$ 5,440						\$ 5,440
Geneva St./Cedar Point Dr.					\$ 2,400,000		\$ 2,400,000
Edgewater Park Playground Improvements		\$ 150,000					\$ 150,000
DPW truck		\$ 45,000					\$ 45,000
Lions Park Batting Cage Replacement			\$ 35,000				\$ 35,000
Elementary School Area Street Improvements			\$ 900,000				\$ 900,000
Lions Park Playground Expansion				\$ 200,000			\$ 200,000
Chipper			\$ 50,000				\$ 50,000
Geneva Street Bridge			\$ 40,000				\$ 40,000
Library Exterior Painting			\$ 20,000				\$ 20,000
Lions Park Concessions			\$ 15,000				\$ 15,000
Parking Lot Improvements		\$ 10,000					\$ 10,000
Library Breaker Panel			\$ 10,000				\$ 10,000
Fire Station Renovations				\$ 2,000,000			\$ 2,000,000
Landscaping Upgrades				\$ 25,000			\$ 25,000
Squad Vests				\$ 10,000			\$ 10,000
Non Participating Funds - W Geneva St General						\$ 1,306,000	\$ 1,306,000
Lions Park Combo Baseball/Softball Field							\$ -
Removal of Theatre Rd Baseball Field							\$ -
Pollinator Plots & Theatre Rd							\$ -
Theatre Rd Tennis Court Lights							\$ -
HVAC Upgrades Lions Field House							\$ -
Hard Surface Parking @ Theatre							\$ -
Theater Road Pathway			\$ 1,000,000				\$ 1,000,000
Lions Park Walking Path				\$ 65,000			\$ 65,000
East Beach Improvements				\$ 200,000			\$ 200,000
Beachhouse Rehabilitation				\$ 200,000			\$ 200,000
Boat Launch Parking Lot/Turn Around					\$ 600,000		\$ 600,000
Walworth Ave Road		\$ 700,000					\$ 700,000
TOTAL USES	\$ 2,209,440	\$ 2,160,500	\$ 4,170,000	\$ 2,700,000	\$ 5,046,000	\$ 8,798,000	\$ 25,083,940
TOTAL USES GEN GO ONLY (THRU 28)	\$ 959,440	\$ 478,000	\$ 1,070,000	\$ 2,235,000	\$ 2,495,000	\$ 1,306,000	\$ 2,507,440
EST. ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

WATER PROJECTS

SEWER

GENERAL OBLIGATION PROJECTS

TOURISM

LRIP



ECS Midwest, LLC

Proposal for Phase I Environmental Site Assessment

Village of Williams Bay adjacent to Kishwauketoe
251 Elkhorn Rd, Williams Bay, Wisconsin 53191

For: Baxter & Woodman Consulting Engineers
500 E. Main Street, Suite 101, Waterford, Wisconsin 53185

ECS Proposal Number 53:10423

July 9, 2026



July 9, 2026

Mr. Doug Snyder
Baxter & Woodman Consulting Engineers
500 E. Main Street, Suite 101
Waterford, Wisconsin 53185

ECS Proposal No. 53:10423

Reference: Proposal for Phase I Environmental Site Assessment, Village of Williams Bay adjacent to Kishwaukee, 251 Elkhorn Rd, Williams Bay, Walworth County, Wisconsin 53191

Dear Mr. Snyder:

ECS Midwest, LLC (ECS) is pleased to provide Baxter & Woodman Consulting Engineers (Client) with this proposal to perform a Phase I Environmental Site Assessment (ESA) for the Village of Williams Bay adjacent to Kishwaukee property. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 251 Elkhorn Rd in Williams Bay, Walworth County, Wisconsin 53191. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

ECS Midwest, LLC

Esther Darkwah
Assistant Staff Project Manager
edarkwah@ecslimited.com
217.993.2145

Alissa Braun-Headrick
Environmental Principal
aheadrick@ecslimited.com
913.425.0884

PROJECT INFORMATION AND SCOPE OF SERVICES

Project Description

ECS understands the subject property is located at 251 Elkhorn Rd in Williams Bay, Walworth County, Wisconsin 53191. According to the Walworth County Online Geographic Information Systems (GIS) website, the subject property identified as Parcel Identification Numbers (PIN) WWUP 00049 and WWUP 00048 is owned by the VILLAGE OF WILLIAMS BAY. The subject property also includes portions of the existing pathway that is also located within a 33' wide Village right-of-way easement on PIN WWUP 00045 and PIN WWUP 00046. Based on available information, the subject properties are currently developed with a bike path, outside and inside storage, boat rigging area, and municipal parking lot. The path (subject property) is outlined in black in the image below.



Scope of Services

ECS proposes the following scope of services, and optional services, that may be selected by the client on the enclosed Proposal Acceptance Form.

Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment (ESA) will be prepared in general accordance with ASTM Standard E1527-21, Standard Practice for Phase I Environmental Site Assessments. We note that there may be some instances which require an adjustment to the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements or other services, beyond the scope outlined in this proposal, are requested. We would notify you in advance if these additional services would result in increased fees.

To expedite the preparation of the Phase I ESA, please provide ECS with the following:

1. Copies of updated site plans/plots which you may have available;
2. A point of contact for site access;
3. A current chain-of-ownership for the subject property (preferably dating back to 1940 or earlier);
4. The name and telephone number of the current owner so that ECS may conduct an interview; and,
5. A completed User Questionnaire (blank form for your use is attached).

In accordance with the ASTM protocol, it is the obligation of the "User" (i.e., the party relying on the report) to report to the environmental professional (i.e., ECS) any environmental liens encumbering the property or any specialized knowledge or experience of the User that would provide information about previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, ECS requests any previous environmental information related to the property.

We have attached the User Questionnaire to assist the User and the environmental professional (ECS) in gathering information from the User that may be material to identifying recognized environmental conditions with respect to the site. *As the User of the report, please complete the attached User Questionnaire and return it with the signed proposal. The User Questionnaire should be completed by the User of the Phase I ESA, which is the party to whom the report is addressed. ECS will conduct a separate interview with the property owner (assuming owner contact information is provided).* We request that the User Questionnaire be completed and returned to ECS at the same time this proposal is authorized to avoid delays in delivering the final report. All answers on the User Questionnaire should be provided only to the best of your current knowledge; completion of the User Questionnaire should not require additional research by the User or inquiry to the current property owner. ECS will conduct a separate interview with the current property owner. This User Questionnaire will be included in the Phase I ESA Report and will assist in satisfying the "User's Responsibilities" portion of the ASTM Standard.

ECS will prepare one Phase I ESA Report for the subject property. A copy of the report will be forwarded electronically upon completion of the project.

Optional Services:

Environmental Lien and Activity and Use Limitation Search

In addition, the ASTM standard also requires a search for the existence of environmental liens and activity and use limitations (AULs) in accordance with 40 CFR Part 312. If this information is not readily available, ECS can contract with a third party provider to conduct this search for an additional fee. It should be noted that failure to obtain this information may preclude your ability to qualify for certain liability protections under CERCLA. Please indicate on the attached authorization page if you would prefer ECS to obtain this information on your behalf for an additional fee of \$450 per parcel. (The ASTM E1527-21 standard allows the user to utilize title commitment reports, title insurance, or other equivalent title research in lieu of a specific Lien and AUL search. If such documents are available, please transmit them to ECS prior to the completion of the Phase I ESA report.)

Engineering Grant Assistance

The completion of Environmental Hazards Assessment WDNR Form 1800-001 is included in this task. Please note that this form must be completed and approved by the Department of Natural Resources (DNR) before grant funds can be expended for land acquisition and development projects. Please note that ECS will provide the completed form to you for your submittal to the DNR.

Additionally, up to 8 hours has been budgeted for engineering grant assistance for this task to be billed at a rate of \$175/hour. Please note that the number of hours is an estimate and ECS will only bill for the number of hours actually needed for this task. Any additional hours needed will be billed at the same daily rate above with prior approval from the client.

Out of Scope Items

If, during the performance of our scope of services, additional environmental issues are identified that are beyond the Scope of Services outlined within this proposal, ECS may contact Baxter & Woodman Consulting Engineers to discuss the relevance and significance of the finding in order to determine if the finding merits additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition unsafe and the performance of our scope of services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the scope of services in that area until the unsafe condition is corrected. Access delays associated with safety concerns may result in additional fees.

PROJECT FEES AND SCHEDULE

Project Fees

ECS will provide the proposed scope of services for the lump sum fees indicated on the attached Proposal Acceptance Form and based upon the service level selected by the Client. Our fees are based on the chain of title, third party AUL search and property owner/contact information being provided by you or your agents, unless otherwise indicated.

Meetings and Conference Calls

Meetings and conference calls requested by Baxter & Woodman Consulting Engineers beyond the Scope of Services proposed will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8 am to 5 pm) will be invoiced at 1.5 times the normal rate.

Project Schedule

We anticipate that a standard Phase I ESA can be completed within 15 business days from authorization to proceed provided that site access is granted promptly. We will proceed with the accepted services upon receipt of written authorization. If this schedule does not meet your needs, please contact ECS to discuss an expedited deadline. Expedited (10 business day) delivery is also provided as an option on the attached Proposal Acceptance Form.

If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of ECS, ECS will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make additional visits to the site, a change order will be provided for our additional fees.

If other items are required because of unexpected field conditions encountered in our fieldwork, or because of a request for additional services, they would be invoiced as an agreed-to lump sum fee or in accordance with the ECS Fee Schedule (available upon request) in effect at the time of the service. Before expanding our scope of service that increased our fee, you would be informed of our intentions for both your review and authorization.

LIMITATIONS AND ASSUMPTIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- One color electronic version (PDF format) of the report(s) will be provided upon completion of the project. Bound reports can be provided for an additional fee.
- If client-provided information is submitted to ECS after our ESA report has been issued, additional labor fees may be invoiced to review to data, to edit our report, and to reissue our report. Please provide any available due diligence information at the beginning of the project.
- Please note that ASTM standard indicates that regulatory agency files available for the subject property or adjoining properties should be reviewed and failure to do so may result in data gaps in our report. The lump sum fee offered for the Phase I ESA does not include expanded reviews of regulatory files for the subject site and/or adjacent properties which are not available electronically, or if the file information may not be reasonably ascertainable within the project schedule. If the subject property and/or adjacent properties are identified

on federal or state regulatory lists, and if a file review is warranted, ECS will contact you. An additional fee may be necessary depending on the location and volume of information pertaining to these regulatory files.

- If requested, ECS can provide reliance letters for our reports for an additional fee of \$500 per letter/entity. Future reliance offered by ECS would be bound to ECS's standard Terms and Conditions. (Note: Additional fees may apply for client-requested reliance language that needs to be reviewed and approved by ECS legal counsel. Client-supplied reliance language beyond the ECS standard reliance letter may not be approved by ECS's legal counsel.)

PROPOSAL ACCEPTANCE

Please complete the Proposal Acceptance page and return one copy to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client's signature indicates that he/she has the authority to bind the Client, 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.

PROPOSAL ACCEPTANCE FORM

Select your Service Level	Initial
Phase I ESA Report: (\$3,805) Phase I ESA Report - 15 business days turnaround time from notice to proceed (NTP)	
Optional Environmental Lien/AUL Search: (\$450 per parcel)	
Engineering Grant Assistance (\$1,500) Environmental Hazards Assessment WDNR Form 1800-001 and up to 8 hours of engineering grant assistance to be billed as needed.	

PROPOSAL INFORMATION	
ECS Proposal Number	53:10423
Location	251 Elkhorn Rd, Williams Bay, Wisconsin 53191
CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Doug Snyder
Proposal Addressee - Company	Baxter & Woodman Consulting Engineers

INVOICE INFORMATION	
Please Print Below if Invoice Addressee is Different or Special Invoicing Instructions	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address 1	
Invoice Addressee - Street Address 2	
Invoice Addressee - City, State, Zip Code	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

TERMS AND CONDITIONS

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.



Proposal No.: (hereinafter the "Proposal")

Client:

ECS MIDWEST, LLC TERMS AND CONDITIONS OF SERVICE

The professional services (the "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 and shall form the Agreement between ECS and CLIENT.

- 1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project 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 agents, contractors and consultants ("Contractors"). 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 or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee 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 and/or CLIENT'S contractors and consultants. 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's 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's 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's sole right to make.
- 4.0 CLIENT DISCLOSURES**
- 4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors 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 or fee schedule to reflect any 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 Contractors, 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's 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 agents, subcontractors and/or subconsultants ("Subconsultants"), 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 and its Subconsultants 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's 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 damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS's 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's 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's 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. CLIENT shall notify ECS in writing of any private utilities or nonferrous piping that would not be found with standard magnetic detection devices. CLIENT shall be charged an additional fee if ECS is requested to use ground penetrating radar in an effort to locating underground utilities or structures.
- 8.3 CLIENT shall indemnify, defend, and hold ECS harmless 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's 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's or ECS's Subconsultant'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 first 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 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's 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 its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS's 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 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's Documents of Service.
- 11.3 Without ECS's prior written consent, CLIENT agrees to not use ECS's Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS's written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS's 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 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, fall protection, 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 of CLIENT'S Contractors or any of their subcontractors.
- 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 Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS's part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS's errors or omissions are contained in ECS's 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 or on-call 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 or on-call 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's 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's 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 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 may 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 one percent (1%).
- 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's 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. The parties acknowledge and agree that any suit, action or proceeding arising out of or related to failure of CLIENT to pay ECS's invoices pursuant to the Terms of this Agreement shall be instituted in Fairfax County Circuit Court located in Fairfax, Virginia or such other court of competent jurisdiction, in ECS's sole and absolute discretion. Each of the parties waives any objection that it may have to the venue of any such suit, action, or proceeding, and each of the parties hereby irrevocably consents to the personal jurisdiction of any such court in any such suit, action or proceeding.
- 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 date. 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. CLIENT acknowledges that all payments made by credit card shall be subject to a three percent (3%) convenience fee.
- 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's Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT's 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's opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS's 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'S TOTAL LIABILITY TO CLIENT ARISING FROM ECS'S 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's 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's total aggregate liability to CLIENT shall not exceed \$50,000, or 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's 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 to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS's negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS's 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 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's culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNERS' 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's 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's opinions rendered in connection with ECS's 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's 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 calendar (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 Except as otherwise set forth herein including the provisions in Section 15.4, litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS's office contracting with the CLIENT is located. To the maximum extent allowed by law, the also 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, 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's 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 CYBERSECURITY AND CONTROLLED UNCLASSIFIED INFORMATION (CUI)

- 30.1 CLIENT shall not use, modify, disclose or transfer ECS data in any manner that may adversely affect the integrity, security, or confidentiality of the data. CLIENT shall implement and maintain appropriate administrative, physical, and technical safeguards to protect its information systems and data from cyberthreats including, but not limited to, unauthorized access, use, disclosure, modification, or destruction. CLIENT shall be solely responsible for the consequences of any cybersecurity incident, breach, or compromise (referred to herein as a "Cybersecurity Incident") impacting its systems, including those resulting in unauthorized access to any project data, client information, or confidential materials provided by ECS. CLIENT will not input, insert, use, share, or transmit any confidential information within any generative artificial intelligence application (i.e., ChatGPT, Bing Chat, Google Bard, etc.), whether external or internal.
- 30.2 CLIENT understands and agrees that under this contract it will not forward any Controlled, Unclassified Information (CUI), as that term is defined by the government, without first (a) notifying ECS at least three (3) working days prior to providing such data, and (b) ensuring that all such CUI data is marked as CUI prior to its delivery to ECS. CLIENT assumes all responsibility and liability for its failure to comply with this provision.

31.0 TITLES; ENTIRE AGREEMENT

- 31.1 The titles used herein are for general reference only and are not part of the Terms.
- 31.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 31.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 31.4 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.
- 31.5 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 these Terms and their agreement to be fully bound to them. 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.



Environmental Questionnaire for User

Completion required for conformance with ASTM E1527-21. Failure to provide this information may preclude CERCLA liability protections for the property purchaser. Please return answered form to ECS.

Site Name: _____

Name and Title of Person Completing Questionnaire (Please Print):

Signature of Person Completing Questionnaire:

Date: _____

Name of Your Company and Your Contact Number (Please Print):

ASTM E1527-21 indicates that, "Either the user shall make known to the environmental professional the reason why the user wants to have the Phase I Environmental Site Assessment performed or, if the user does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report." As the user of this ESA, what is the reason for conducting the Phase I ESA? If this question is unanswered, ECS will assume that the user's reason for the ESA is to qualify for landowner liability protections to CERCLA liability.

Please state reason for having ESA performed: _____

Will you provide Property Title Records and a Legal Description to ECS?

Please select one: **NO** ☐ **YES** ☐

Will you provide a 50-year chain of title abstract to ECS?

Please select one: **NO** ☐ **YES** ☐

Please Send Information Promptly

- (1.) **Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).** Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

- (2.) **Specialized knowledge** - As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

- (3.) **Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).** Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

- (a.) Do you know the past uses of the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please state uses: _____

- (b.) Do you know of specific chemicals that are present or once were present at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

- (c.) Do you know of spills or other chemical releases that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(d.) Do you know of any environmental cleanups that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(4.) **Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).** Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

Please select one: **NO** ☐ **YES** ☐ **NA** ☐ (not a purchase)

If no, please explain: _____

If you are aware that there is a difference, is the lower purchase price because contamination is known or believed to be present at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(5.) **Parcel Property Owner(s) & Contact Number(s):**

- A. _____
- B. _____
- C. _____
- D. _____

Property Manager and Occupant(s) & Contact Number(s)

Property Manager: _____

Occupant/Tenant: _____

Occupant/Tenant: _____

(6.) **The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).** As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

Derrick Benitez

Williams Bay, WI 53191 |

Professional Summary

Having already gained practical, hands-on experience as a Community Service Officer, I am excited to bring my existing communication and problem-solving skills to my home community of Williams Bay. My field experience, combined with my Criminology and Political Science coursework at the University of Wisconsin-Whitewater, has given me a broad understanding of community and local law and ordinance enforcement. Additionally, my background in advanced mathematics has honed the analytical and detail-oriented skills necessary for precise, accurate report writing. I possess exceptional one-on-one interpersonal skills and my commitment to delivering exceptional service to the community.

Work Experience

Community Service Officer (CSO)

Geneva Lake Law Enforcement Agency | Fontana, WI

May 2026 to Present

1. Operate boats
2. Write tickets
3. Aid in accidents

Guest Service Associate (GSA)

Bouna Beef | Lake Geneva, WI

March 2025 to Present

- drive thru
- server
- order taker
- dishwasher

Prep Cook/Food Runner

HUNT CLUB STEAKHOUSE | Lake Geneva, WI

July 2024 to September 2024

1. Cut and prepped vegetables, fruits, and oysters
2. Assisted in plating food for guest
3. Delivered food to guest

Education

Criminology (Bachelor of Arts/Science)

University of Wisconsin-Whitewater | Whitewater, WI

September 2025 to Present

Graduating fall of 2028.

High school diploma

Williams bay high school | Williams Bay, WI
September 2021 to May 2025

- 1. History club president
- 2. Varsity football player

Skills

Cleaning Experience First aid Report writing Patrolling Communication skills Security
Computer skills Conflict management Law enforcement

Languages

English - Fluent
American Sign Language - Beginner

Certifications and Licenses

Boaters safety
June 2026 to Present

Motorcycle License
March 2023 to Present

Driver's License

Budget Status -- As of 6/30/2026 General Fund

	YTD Actual	YTD Budget	Variance	Comments
REVENUE	Negative # = short reveune, positive # = over budget revenue			
Taxes	\$1,279,145	\$1,052,863	\$226,282	\$640k prop tax yet to be collected Short: Levy, Women's Leadership Center PILOT
Intergovernmental	\$143,990	\$219,270	(\$75,280)	Short: State Shared Revenue
Licenses/Permits	\$122,422	\$201,013	(\$78,591)	Short: Construction Permits, STR Permits
Public Charges	\$291,725	\$248,278	\$43,448	Short: Seasonal: Launch, beach
Commercial	\$415,651	\$212,989	\$202,663	+ Interest, - GLLEA, Tower Leases
Misc	\$46,279	\$2,250	\$44,029	Ahead: Sale of "things"
Total Revenue	\$2,299,212	\$1,936,661	\$362,551	
EXPENSE	Negative # = overspent to budget, positive # = underspent			
General Gov't	\$497,978	\$407,143	(\$90,835)	Overs: IT, audit, , insurance Unders: WBBA,
Pubic Safety (police, fire, etc)	\$989,534	\$835,623	(\$153,911)	Overs: GLLEA . Police wages/benefits, Fire Officer Pay
Public Safety (Inspections)	\$81,957	\$175,300	\$93,343	Overs: Zoning Unders: Most inspections
Public Works	\$239,018	\$179,882	(\$59,136)	Overs: OT wages, snow materials, refuse collection Unders: Equip maintenance/repair, Road maintenance
Leisure Activities (parks/rec)	\$284,247	\$345,491	\$61,244	Overs: Pier installation/repair, supplies Unders: Wages (rec, parks, lakefront (seasonal))
Other	\$4,984	\$5,675	\$691	Overs: Bank fees Unders: Tree enhancement
Total Spending	\$2,097,718	\$1,949,114	(\$148,605)	
NET	\$201,494	(\$12,453)	\$213,947	

Bottom Line: We are somewhat overspent YTD, but revenue YTD is ahead of budget, and there are seasonal variances to come

Other Major Funds		YTD Actual	YTD Budget	Variance
EMS				
	Revenue	\$643,876	\$523,822	\$120,054
	Expense	\$263,214	\$0	(\$263,214)
	Net	\$380,662	\$523,822	(\$143,160)
Police 2025 Referendum				
	Revenue	\$258,260	\$399,980	(\$141,720)
	Expense	\$30,132	\$106,535	\$76,403
	Net	\$228,128	\$293,446	(\$65,318)
Water				
	Revenue	\$791,709	\$828,030	(\$36,321)
	Expense	\$541,903	\$833,261	\$291,358
	Net	\$249,806	(\$5,231)	\$255,037
Sewer				
	Revenue	\$711,778	\$775,510	(\$63,732)
	Expense	\$696,511	\$710,594	\$14,083
	Net	\$15,267	\$64,916	(\$49,649)

Williams Bay 2027 Budget Time-line

7/29/2026

Date	Meeting	Times:	Budget Items
7/21/2026	Department Heads Meeting #1 - Call for Draft Departmental Budgets by August 6, 2026		
8/10/2026 (Week Of)	Finance & Personnel	9:00 AM	FP Meeting Set budget review schedule FP Meeting review of initial draft Budgets FP Meeting Set budget salary increase parameters 2027 CIP Projects and Borrowings
8/15/2026	State of Wisconsin - Net New Construction amount published		
8/17/2025 (week of)	Department Heads Meetings #3 - Final Draft Budget & CIP. Net New Construction to set allowable levy limits		
Village Code Deadline - September 15th			
08/31/2026 (week of)	Protective Services	9:00 AM	Rescue, Dive, Police Fire
Committee Budgets and CIP Reviews	Parks and Lakefront	10:00 AM	Recreation, Parks
	Water & Sewer	11:00 AM	Water & Sewer
	Streets & Highways	12:00 PM	Public Works
9/14/2026 (week of)	Finance & Personnel Individual Departments Meeting		
9/14/2026 (Mon)	Finance & Personnel	9:00 AM : : 11:00 AM	CIP and Debt Service (Baird and Village Engineer) Water Sewer Public Works
9/15/2026 (Tues)	Finance & Personnel	9:00 AM : : 11:00 AM	Lakefront Parks Recreation General Administration
9/16/2026 (Wed)	Finance & Personnel	9:00 AM : : 11:00 AM	Rescue Dive Fire Police
9/18/2026 (Fri)	Finance & Personnel	3:00 PM to 3:30 PM	Library
9/21/2026 (Week of)	Finance & Personnel	09:00 AM to 11:00 AM	Draft Budget Review (revenues and expenses)
9/30/2026	State of Wisconsin - State Aid \$ published		
10/01/2026 (Thrs)	Finance & Personnel	9:00 AM to 11:00 AM	Draft Budgets Review 2027 Salaries and Wages Commitment of Fund Balance 2027 Levy Limit *Public Hearing Notice - publish by Nov 4 for VB 11/16 Public Hearing
10/05/2026 (Mon)	Finance & Personnel - Presentation to Village Board		F&P Presentation of Draft Budget & Draft Appropriations
Village Code Deadline - October 28th			Resolution to the Village Board
10/26/2026 (Mon)	Village Staff - publish public hearing notice		
11/16/2026 (Mon)	Village Board		Public Hearing Budget Presentation Resolution Adopting Budget and Tax Levy

Financial Planning

Updated 7/7/26 with fire proposals and ems fund balance after initial review

"Known"Revenue			2026	2027	2028	2029	2030
Property tax	Assume 1% increase in levy		1,807,432	1,825,506	1,843,761	1,880,637	1,899,443
Other Trad Revenue	Assume 3% increase in fees		2,293,824	2,362,639	2,433,518	2,506,523	2,581,719
Room Tax	30% that Village can keep				100,000	150,000	300,000
TID	10% to Village can keep		10,000	12,500	12,500	20,000	20,000
2022 EMS Referendum			928,077	928,077	928,077	928,077	928,077
2022 EMS Ref Balance			115,923	350,000	0	0	0
Total known Revenue			5,155,256	5,478,722	5,317,856	5,485,237	5,729,239

Possible Extraordinary Revenue

EMS Referendum	Will exhaust current authorization in 2027. Request addl \$350,000/yr. Might last another 5 years 2027 vote, rev in 2028). Include in 2027 referendum				350,000	350,000	350,000
Fire Dept Referendum	Estimate based on continuing current arrangement for 2027. Borrow funds for 2027 (and any charge for 2026) and referendum in 2027 for revenue in 2028				225,000	225,000	225,000
Fire Bldg Renovate	\$2.0+ M. Borrow				0	0	0
Room Tax Revenue for tourism					230,000	350,000	700,000
Possible Extra Revenue			0	0	805,000	925,000	1,275,000
Possible Total Revenue			5,155,256	5,478,722	6,122,856	6,410,237	7,004,239

Expenses		2026	2027	2028	2029	2030
	3% increase to 2027, 5% following years (less fire,dive and ems for 2027 and beyond)					
GO Operations		4,101,255	4,065,046	4,268,299	4,481,714	4,705,799
EMS Current	fund balanace at 12/31/26 estimated to be					
referendum	\$350,000. 6% increase per year	1,044,000	1,106,640	1,173,038	1,243,421	1,318,026
	Maintain current for 2027. Fontana 3a for 2027, 3b for 2028+6% and beyond;					
Fire Services Increment	increment cost increases by 6%	0	141,501	188,115	199,402	211,366
Total GO Expenses		5,145,255	5,313,187	5,629,452	5,924,536	6,235,191
Tourism items from CIP				230,000	350,000	700,000
Internal Revolving fund	To cover some of future capital expenses			0	0	0
Total Expense		5,145,255	5,313,187	5,859,452	6,274,536	6,935,191
Balance		10,001	165,535	263,404	135,701	69,048
If 2027 referendum fails, without other changes				-311,596	-439,299	-505,952

July 30, 2026

Village President and Trustees

Village of Williams Bay

250 Williams Street

Williams Bay, WI 53191

Delivered Via Email: clerk@vi.williamsbay.wi.gov

Subject: Village of Williams Bay – Award Recommendation – Sanitary Sewer Replacement

Dear President and Trustees.

The bid opening for the Sanitary Sewer Replacement Project occurred on July 30, 2026, at 10:00a; below is a copy of the bid form. The opinion of probable cost was \$1.25M in July of 2025; the difference is due to the price of oil due to the war with Iran.

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

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
1	PRECONSTRUCTION VIDEO RECORDING	1 LSUM	Lump Sum	\$3,000.00
2	SANITARY SEWER 8-INCH DIA (OPEN CUT)	1640 LF	\$350.00	\$574,000.00
3	TREE REMOVAL	1 LSUM	Lump Sum	\$25,000.00
4	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	100 CY	\$100.00	\$10,000.00
5	CONNECTION TO EXISTING SEWER	10 EACH	\$2,500.00	\$25,000.00
6	BUILDING SERVICE LINES (4-INCH TO 8-INCH DIA)	250 LF	\$250.00	\$62,500.00
7	SANITARY SEWER LATERAL CONNECTION TO MAIN	30 EACH	\$1500.00	\$45,000.00
8	SANITARY SEWER MANHOLE (4'-0" DIA)	13 EACH	\$12,000.00	\$156,000.00
9	MANHOLE DROP CONNECTION (8-INCH)	1 EACH	\$7,000.00	\$7,000.00
10	TELEVISION OF EXISTING SANITARY SEWERS TO LOCATE SERVICE CONNECTIONS	550 LF	\$8.00	\$4,400.00
11	BUILDING SERVICE IDENTIFICATION (SANITARY)	15 EACH	\$1,000.00	\$15,000.00

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
12	FALSE SERVICE LOCATION	200 LF	\$100.00	\$20,000.00
13	TELEVISION OF LINED SEWER FOR FINAL INSPECTION	550 LF	\$2.00	\$1,100.00
14	GRANULAR BACKFILL	1890 LF	\$60.00	\$113,400.00
15	REPLACEMENT OF EXISTING STORM SEWER 24-INCH	250 LF	\$300.00	\$75,000.00
16	CURED-IN-PLACE PIPE 8-INCH DIA (MH TO MH)	550 LF	\$60.00	\$33,000.00
17	SERVICE LATERAL REINSTATEMENT AND CONNECTION SEALING	15 EACH	\$300.00	\$4,500.00
18	GRINDING OF SERVICE TAP	5 EACH	\$400.00	\$2,000.00
19	EROSION AND SEDIMENTATION CONTROL	1 LSUV	Lump Sum	\$80,000.00
20	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	40 LF	\$150.00	\$6,000.00
21	PCC SIDEWALK REMOVAL AND REPLACEMENT	300 SF	\$15.00	\$4,500.00
22	TRENCH PATCH	300 SY	\$85.00	\$25,500.00
23	RESTORATION OF LAWNS AND PARKWAYS	1 LSUM	Lump Sum	\$180,000.00
24	TRAFFIC CONTROL AND PROTECTION	1 LSUM	Lump Sum	\$8,000.00
25	MOBILIZATION	1 LSUM	Lump Sum	\$100,000.00
26	CONSTRUCTION LAYOUT AND STAKING	1 LSUM	Lump Sum	\$13,433.00
TOTAL AMOUNT OF BID				\$1,533,333.00

5. The Work will begin as set forth in the

We reviewed the bid and found Globe Contractors, Inc., to be the lowest responsible and responsive bidder. Based on our prior experience with this bidder, we believe that Globe Contractors, Inc. is qualified to complete the project. We recommend awarding this contract to Globe Contractors, Inc. for \$1,533,333.00, contingent on regulatory approvals.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, PE

Encs.

C: David Louthspeich, Administrator – email
Wayne Edwards, DPW – email

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R-19-26

**A RESOLUTION ADOPTING THE VILLAGE OF WILLIAMS BAY
2026 CAPITAL IMPROVEMENT PLAN (CIP)**

WHEREAS, the Finance and Personnel Committee reviewed the draft Capital Improvement Plan (CIP) as part of the Village's annual budget process; and

WHEREAS, the Village Board has reviewed the proposed revenues and the proposed capital expenditures for all purposes and has directed that the 2026 CIP be prepared accordingly; and

WHEREAS, the Finance and Personnel Committee reviewed the CIP on February 11, 2026 and recommended approval of the 2026 CIP.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Williams Bay, Wisconsin that the 2026 Capital Improvement Plan which is attached hereto (Exhibit A) as and made a part hereof, is hereby approved.

Passed and adopted this 16th day of February 2026.

VILLAGE OF WILLIAMS BAY:

Adam Jaramillo, Village President

ATTEST:

Tina Kolls, Village Clerk

EXHIBIT A:

Village of Williams Bay 2026 Capital Improvements Plan (CIP)

VILLAGE OF WILLIAMS BAY CAPITAL IMPROVEMENT PLAN
2026-2031 ALL PROJECTS

3/10/2026

	2026	2027	2028	2029	2030	2031	Total
EST. BEGINNING FUND BALANCE							
FUNDING SOURCES							
FUTURE GO LEVY SUPPORTED	\$ 869,457	\$ 478,000	\$ 1,070,000	\$ 2,235,000	\$ 2,495,000	\$ 1,306,000	\$ 8,453,457
FUTURE WATER PROCEEDS	\$ 1,250,000	\$ 671,500	\$ 1,500,000		\$ 1,100,000	\$ 5,317,000	\$ 9,838,500
FUTURE SEWER PROCEEDS		\$ 311,000	\$ 600,000		\$ 851,000	\$ 2,175,000	\$ 3,937,000
LRIP SUPPORTED		\$ 700,000					\$ 700,000
TOURISM SUPPORTED			\$ 1,000,000	\$ 465,000	\$ 600,000		\$ 2,065,000
CW LOAN PROCEEDS							\$ -
SW LOAN PROCEEDS							\$ -
2022 BOND PROCEEDS	\$ 89,983						\$ 89,983
TOTAL SOURCES	\$ 2,209,440	\$ 2,160,500	\$ 4,170,000	\$ 2,700,000	\$ 5,046,000	\$ 8,798,000	\$ 25,083,940
TOTAL SOURCES (GEN GO ONLY)	\$ 959,440	\$ 478,000	\$ 1,070,000	\$ 2,235,000	\$ 2,495,000	\$ 1,306,000	\$ 8,543,440
USES BY CATEGORY							
Walworth Avenue WM		\$ 596,500					\$ 596,500
Well 2 Roof		\$ 30,000					\$ 30,000
Well 3 Roof		\$ 30,000					\$ 30,000
Building Tuckpointing		\$ 15,000					\$ 15,000
Elementary School Area Water Improvements			\$ 1,500,000				\$ 1,500,000
Loch Vista Water Main					\$ 1,100,000		\$ 1,100,000
Non Participating Funds - W Geneva St Water						\$ 4,100,000	\$ 4,100,000
Geneva Street - STH 67 Water						\$ 617,000	\$ 617,000
Geneva Street WM Replacement						\$ 600,000	\$ 600,000
Gravity Sewer Replacement	\$ 1,250,000						\$ 1,250,000
Walworth Avenue Sewer Repairs		\$ 311,000					\$ 311,000
Elementary School Area Sewer Improvements			\$ 600,000				\$ 600,000
Harris Road FM In Geneva St					\$ 851,000		\$ 851,000
Non Participating Funds - W Geneva St Sewer						\$ 1,480,000	\$ 1,480,000
W. Geneva Sewer Laterails (2031)						\$ 695,000	\$ 695,000
Bank Building Purchase and Repairs	\$ 475,000	Increase from \$450K to \$475K					\$ 475,000
DPW Plow Truck	\$ 300,000						\$ 300,000
Main and Emergency Entries		\$ 125,000					\$ 125,000
Squad Car	\$ 90,000	\$ 95,000			\$ 95,000		\$ 280,000
Mower	\$ 32,000						\$ 32,000
Utility Vehicle	\$ 30,000						\$ 30,000
Pine Tree Removal/Replacement		\$ 30,000					\$ 30,000
Library Carpet & Flooring		\$ 17,000					\$ 17,000
Document Scanning	\$ 15,000						\$ 15,000
PW Furnance Replacement	\$ 12,000						\$ 12,000
Library Bathroom Updates		\$ 6,000					\$ 6,000
Mobile Speed Board Signs	\$ 5,440						\$ 5,440
Geneva St./Cedar Point Dr.					\$ 2,400,000		\$ 2,400,000
Edgewater Park Playground Improvements		\$ 150,000					\$ 150,000
DPW truck		\$ 45,000					\$ 45,000
Lions Park Batting Cage Replacement			\$ 35,000				\$ 35,000
Elementary School Area Street Improvements			\$ 900,000				\$ 900,000
Lions Park Playground Expansion				\$ 200,000			\$ 200,000
Chipper			\$ 50,000				\$ 50,000
Geneva Street Bridge			\$ 40,000				\$ 40,000
Library Exterior Painting			\$ 20,000				\$ 20,000
Lions Park Concessions			\$ 15,000				\$ 15,000
Parking Lot Improvements		\$ 10,000					\$ 10,000
Library Breaker Panel			\$ 10,000				\$ 10,000
Fire Station Renovations				\$ 2,000,000			\$ 2,000,000
Landscaping Upgrades				\$ 25,000			\$ 25,000
Squad Vests				\$ 10,000			\$ 10,000
Non Participating Funds - W Geneva St General						\$ 1,306,000	\$ 1,306,000
Lions Park Combo Baseball/Softball Field							\$ -
Removal of Theatre Rd Baseball Field							\$ -
Pollinator Plots & Theatre Rd							\$ -
Theatre Rd Tennis Court Lights							\$ -
HVAC Upgrades Lions Field House							\$ -
Hard Surface Parking @ Theatre							\$ -
Theater Road Pathway			\$ 1,000,000				\$ 1,000,000
Lions Park Walking Path				\$ 65,000			\$ 65,000
East Beach Improvements				\$ 200,000			\$ 200,000
Beachhouse Rehabilitation				\$ 200,000			\$ 200,000
Boat Launch Parking Lot/Turn Around					\$ 600,000		\$ 600,000
Walworth Ave Road		\$ 700,000					\$ 700,000
TOTAL USES	\$ 2,209,440	\$ 2,160,500	\$ 4,170,000	\$ 2,700,000	\$ 5,046,000	\$ 8,798,000	\$ 25,083,940
TOTAL USES GEN GO ONLY (THRU 28)	\$ 959,440	\$ 478,000	\$ 1,070,000	\$ 2,235,000	\$ 2,495,000	\$ 1,306,000	\$ 2,507,440
EST. ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

WATER PROJECTS

SEWER

GENERAL OBLIGATION PROJECTS

TOURISM

LRIP

Walcomet 2025 Cost Increase

12/20/24 Updated 07/19/26

		2024	Actual Billings											2024
		Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec est	Total
Volume		\$21,231.84	\$18,624.72	\$22,746.98	\$29,643.92	\$24,178.34	\$23,644.42	\$29,927.92	\$23,510.94	\$20,254.88	\$18,627.56	\$18,705.66	\$18,705.66	\$269,802.84
BOD		\$15,266.98	\$11,707.74	\$14,299.04	\$10,322.74	\$12,793.25	\$15,183.97	\$24,091.56	\$16,480.49	\$14,381.29	\$12,214.97	\$12,266.18	\$12,266.18	\$171,274.39
TSS		\$11,592.08	\$7,902.15	\$10,548.93	\$8,579.94	\$10,099.41	\$13,764.73	\$20,966.30	\$14,460.30	\$11,991.35	\$10,415.27	\$10,828.08	\$10,828.08	\$141,976.62
NH3-N		\$6,321.53	\$4,647.11	\$6,820.33	\$4,848.15	\$6,641.16	\$8,626.29	\$11,232.48	\$9,810.00	\$7,686.95	\$6,756.91	\$6,942.12	\$6,942.12	\$87,275.15
Cust Units		\$8,689.45	\$8,693.15	\$8,700.55	\$8,700.55	\$8,707.95	\$8,711.65	\$8,711.65	\$8,715.35	\$8,715.35	\$8,715.35	\$8,737.55	\$8,737.55	\$104,536.10
		\$63,101.88	\$51,574.87	\$63,115.83	\$62,095.30	\$62,420.11	\$69,931.06	\$94,929.91	\$72,977.08	\$63,029.82	\$56,730.06	\$57,479.59	\$57,479.59	\$774,865.10
2025 Incr %		2025	Projected Increase											2024
2/1/2025	Perct	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec est	Total
Volume	22%	\$0.00	\$4,097.44	\$5,004.34	\$6,521.66	\$5,319.23	\$5,201.77	\$6,584.14	\$5,172.41	\$4,456.07	\$4,098.06	\$4,115.25	\$4,115.25	\$54,685.62
BOD	6%	\$0.00	\$702.46	\$857.94	\$619.36	\$767.60	\$911.04	\$1,445.49	\$988.83	\$862.88	\$732.90	\$735.97	\$735.97	\$9,360.44
TSS	3%	\$0.00	\$237.06	\$316.47	\$257.40	\$302.98	\$412.94	\$628.99	\$433.81	\$359.74	\$312.46	\$324.84	\$324.84	\$3,911.54
NH3-N	5.5%	\$0.00	\$255.59	\$375.12	\$266.65	\$365.26	\$474.45	\$617.79	\$539.55	\$422.78	\$371.63	\$381.82	\$381.82	\$4,452.45
Cust Units	-6%	\$0.00	-\$521.59	-\$522.03	-\$522.03	-\$522.48	-\$522.70	-\$522.70	-\$522.92	-\$522.92	-\$522.92	-\$524.25	-\$524.25	-\$5,750.80
		\$0.00	\$4,770.97	\$6,031.83	\$7,143.04	\$6,232.60	\$6,477.50	\$8,753.71	\$6,611.67	\$5,578.55	\$4,992.13	\$5,033.62	\$5,033.62	\$66,659.25
		2025	Projected Billings											2024
		Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec est	Total
Volume		\$21,231.84	\$22,722.16	\$27,751.32	\$36,165.58	\$29,497.57	\$28,846.19	\$36,512.06	\$28,683.35	\$24,710.95	\$22,725.62	\$22,820.91	\$22,820.91	\$324,488.46
BOD		\$15,266.98	\$12,410.20	\$15,156.98	\$10,942.10	\$13,560.85	\$16,095.01	\$25,537.05	\$17,469.32	\$15,244.17	\$12,947.87	\$13,002.15	\$13,002.15	\$180,634.83
TSS		\$11,592.08	\$8,139.21	\$10,865.40	\$8,837.34	\$10,402.39	\$14,177.67	\$21,595.29	\$14,894.11	\$12,351.09	\$10,727.73	\$11,152.92	\$11,152.92	\$145,888.16
NH3-N		\$6,321.53	\$4,902.70	\$7,195.45	\$5,114.80	\$7,006.42	\$9,100.74	\$11,850.27	\$10,349.55	\$8,109.73	\$7,128.54	\$7,323.94	\$7,323.94	\$91,727.60
Cust Units		\$8,689.45	\$8,171.56	\$8,178.52	\$8,178.52	\$8,185.47	\$8,188.95	\$8,188.95	\$8,192.43	\$8,192.43	\$8,192.43	\$8,213.30	\$8,213.30	\$98,785.30
		\$63,101.88	\$56,345.84	\$69,147.66	\$69,238.34	\$68,652.71	\$76,408.56	\$103,683.62	\$79,588.75	\$68,608.37	\$61,722.19	\$62,513.21	\$62,513.21	\$841,524.35

2025 Actuals		\$61,106	\$51,164	\$62,978	\$62,745	\$65,948	\$80,825	\$85,790	\$87,681	\$65,538	\$59,386	\$57,294	\$69,229	\$809,684.80
Diff		-\$1,996	-\$5,182	-\$6,170	-\$6,493	-\$2,705	\$4,417	-\$17,894	\$8,093	-\$3,070	-\$2,337	-\$5,219	\$6,716	-\$31,839.55

2026 Actuals		\$65,093	\$56,532	\$69,130	\$95,941	\$71,009	\$84,957	\$0	\$0	\$0	\$0	\$0	\$0	\$442,662.23
Diff 26 vs 25		\$3,987	\$5,368	\$6,152	\$33,196	\$5,061	\$4,132	-\$85,790	-\$87,681	-\$65,538	-\$59,386	-\$57,294	-\$69,229	-\$367,023

Connection Fees		WalCoMet		Village		YTD				
Effective Date		From	To	From	To	2025	\$384,766			
Prior to 01/01/24			\$4,000		\$4,500	2026	\$442,662	Proj 2026	Budget	Diff
01/01 2024		\$4,000	\$4,230	\$4,500	\$4,750	Diff	\$57,896	\$867,581	\$840,000	\$27,581
01/01/2025		\$4,230	\$4,360	\$4,750	\$4,860	New		\$900,000	Rob	\$60,000
03/01/2026		\$4,360	\$4,601	\$4,860	\$5,100	\$5,610				



ECS Midwest, LLC

Proposal for Phase I Environmental Site Assessment

Village of Williams Bay adjacent to Kishwauketoe
251 Elkhorn Rd, Williams Bay, Wisconsin 53191

For: Baxter & Woodman Consulting Engineers
500 E. Main Street, Suite 101, Waterford, Wisconsin 53185

ECS Proposal Number 53:10423

July 9, 2026



July 9, 2026

Mr. Doug Snyder
Baxter & Woodman Consulting Engineers
500 E. Main Street, Suite 101
Waterford, Wisconsin 53185

ECS Proposal No. 53:10423

Reference: Proposal for Phase I Environmental Site Assessment, Village of Williams Bay adjacent to Kishwaukee, 251 Elkhorn Rd, Williams Bay, Walworth County, Wisconsin 53191

Dear Mr. Snyder:

ECS Midwest, LLC (ECS) is pleased to provide Baxter & Woodman Consulting Engineers (Client) with this proposal to perform a Phase I Environmental Site Assessment (ESA) for the Village of Williams Bay adjacent to Kishwaukee property. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 251 Elkhorn Rd in Williams Bay, Walworth County, Wisconsin 53191. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

ECS Midwest, LLC

Esther Darkwah
Assistant Staff Project Manager
edarkwah@ecslimited.com
217.993.2145

Alissa Braun-Headrick
Environmental Principal
aheadrick@ecslimited.com
913.425.0884

PROJECT INFORMATION AND SCOPE OF SERVICES

Project Description

ECS understands the subject property is located at 251 Elkhorn Rd in Williams Bay, Walworth County, Wisconsin 53191. According to the Walworth County Online Geographic Information Systems (GIS) website, the subject property identified as Parcel Identification Numbers (PIN) WWUP 00049 and WWUP 00048 is owned by the VILLAGE OF WILLIAMS BAY. The subject property also includes portions of the existing pathway that is also located within a 33' wide Village right-of-way easement on PIN WWUP 00045 and PIN WWUP 00046. Based on available information, the subject properties are currently developed with a bike path, outside and inside storage, boat rigging area, and municipal parking lot. The path (subject property) is outlined in black in the image below.



Scope of Services

ECS proposes the following scope of services, and optional services, that may be selected by the client on the enclosed Proposal Acceptance Form.

Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment (ESA) will be prepared in general accordance with ASTM Standard E1527-21, Standard Practice for Phase I Environmental Site Assessments. We note that there may be some instances which require an adjustment to the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements or other services, beyond the scope outlined in this proposal, are requested. We would notify you in advance if these additional services would result in increased fees.

To expedite the preparation of the Phase I ESA, please provide ECS with the following:

1. Copies of updated site plans/plots which you may have available;
2. A point of contact for site access;
3. A current chain-of-ownership for the subject property (preferably dating back to 1940 or earlier);
4. The name and telephone number of the current owner so that ECS may conduct an interview; and,
5. A completed User Questionnaire (blank form for your use is attached).

In accordance with the ASTM protocol, it is the obligation of the "User" (i.e., the party relying on the report) to report to the environmental professional (i.e., ECS) any environmental liens encumbering the property or any specialized knowledge or experience of the User that would provide information about previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, ECS requests any previous environmental information related to the property.

We have attached the User Questionnaire to assist the User and the environmental professional (ECS) in gathering information from the User that may be material to identifying recognized environmental conditions with respect to the site. *As the User of the report, please complete the attached User Questionnaire and return it with the signed proposal. The User Questionnaire should be completed by the User of the Phase I ESA, which is the party to whom the report is addressed. ECS will conduct a separate interview with the property owner (assuming owner contact information is provided).* We request that the User Questionnaire be completed and returned to ECS at the same time this proposal is authorized to avoid delays in delivering the final report. All answers on the User Questionnaire should be provided only to the best of your current knowledge; completion of the User Questionnaire should not require additional research by the User or inquiry to the current property owner. ECS will conduct a separate interview with the current property owner. This User Questionnaire will be included in the Phase I ESA Report and will assist in satisfying the "User's Responsibilities" portion of the ASTM Standard.

ECS will prepare one Phase I ESA Report for the subject property. A copy of the report will be forwarded electronically upon completion of the project.

Optional Services:

Environmental Lien and Activity and Use Limitation Search

In addition, the ASTM standard also requires a search for the existence of environmental liens and activity and use limitations (AULs) in accordance with 40 CFR Part 312. If this information is not readily available, ECS can contract with a third party provider to conduct this search for an additional fee. It should be noted that failure to obtain this information may preclude your ability to qualify for certain liability protections under CERCLA. Please indicate on the attached authorization page if you would prefer ECS to obtain this information on your behalf for an additional fee of \$450 per parcel. (The ASTM E1527-21 standard allows the user to utilize title commitment reports, title insurance, or other equivalent title research in lieu of a specific Lien and AUL search. If such documents are available, please transmit them to ECS prior to the completion of the Phase I ESA report.)

Engineering Grant Assistance

The completion of Environmental Hazards Assessment WDNR Form 1800-001 is included in this task. Please note that this form must be completed and approved by the Department of Natural Resources (DNR) before grant funds can be expended for land acquisition and development projects. Please note that ECS will provide the completed form to you for your submittal to the DNR.

Additionally, up to 8 hours has been budgeted for engineering grant assistance for this task to be billed at a rate of \$175/hour. Please note that the number of hours is an estimate and ECS will only bill for the number of hours actually needed for this task. Any additional hours needed will be billed at the same daily rate above with prior approval from the client.

Out of Scope Items

If, during the performance of our scope of services, additional environmental issues are identified that are beyond the Scope of Services outlined within this proposal, ECS may contact Baxter & Woodman Consulting Engineers to discuss the relevance and significance of the finding in order to determine if the finding merits additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition unsafe and the performance of our scope of services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the scope of services in that area until the unsafe condition is corrected. Access delays associated with safety concerns may result in additional fees.

PROJECT FEES AND SCHEDULE

Project Fees

ECS will provide the proposed scope of services for the lump sum fees indicated on the attached Proposal Acceptance Form and based upon the service level selected by the Client. Our fees are based on the chain of title, third party AUL search and property owner/contact information being provided by you or your agents, unless otherwise indicated.

Meetings and Conference Calls

Meetings and conference calls requested by Baxter & Woodman Consulting Engineers beyond the Scope of Services proposed will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8 am to 5 pm) will be invoiced at 1.5 times the normal rate.

Project Schedule

We anticipate that a standard Phase I ESA can be completed within 15 business days from authorization to proceed provided that site access is granted promptly. We will proceed with the accepted services upon receipt of written authorization. If this schedule does not meet your needs, please contact ECS to discuss an expedited deadline. Expedited (10 business day) delivery is also provided as an option on the attached Proposal Acceptance Form.

If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of ECS, ECS will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make additional visits to the site, a change order will be provided for our additional fees.

If other items are required because of unexpected field conditions encountered in our fieldwork, or because of a request for additional services, they would be invoiced as an agreed-to lump sum fee or in accordance with the ECS Fee Schedule (available upon request) in effect at the time of the service. Before expanding our scope of service that increased our fee, you would be informed of our intentions for both your review and authorization.

LIMITATIONS AND ASSUMPTIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- One color electronic version (PDF format) of the report(s) will be provided upon completion of the project. Bound reports can be provided for an additional fee.
- If client-provided information is submitted to ECS after our ESA report has been issued, additional labor fees may be invoiced to review to data, to edit our report, and to reissue our report. Please provide any available due diligence information at the beginning of the project.
- Please note that ASTM standard indicates that regulatory agency files available for the subject property or adjoining properties should be reviewed and failure to do so may result in data gaps in our report. The lump sum fee offered for the Phase I ESA does not include expanded reviews of regulatory files for the subject site and/or adjacent properties which are not available electronically, or if the file information may not be reasonably ascertainable within the project schedule. If the subject property and/or adjacent properties are identified

on federal or state regulatory lists, and if a file review is warranted, ECS will contact you. An additional fee may be necessary depending on the location and volume of information pertaining to these regulatory files.

- If requested, ECS can provide reliance letters for our reports for an additional fee of \$500 per letter/entity. Future reliance offered by ECS would be bound to ECS's standard Terms and Conditions. (Note: Additional fees may apply for client-requested reliance language that needs to be reviewed and approved by ECS legal counsel. Client-supplied reliance language beyond the ECS standard reliance letter may not be approved by ECS's legal counsel.)

PROPOSAL ACCEPTANCE

Please complete the Proposal Acceptance page and return one copy to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client's signature indicates that he/she has the authority to bind the Client, 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.

PROPOSAL ACCEPTANCE FORM

Select your Service Level	Initial
Phase I ESA Report: (\$3,805) Phase I ESA Report - 15 business days turnaround time from notice to proceed (NTP)	
Optional Environmental Lien/AUL Search: (\$450 per parcel)	
Engineering Grant Assistance (\$1,500) Environmental Hazards Assessment WDNR Form 1800-001 and up to 8 hours of engineering grant assistance to be billed as needed.	

PROPOSAL INFORMATION	
ECS Proposal Number	53:10423
Location	251 Elkhorn Rd, Williams Bay, Wisconsin 53191
CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Doug Snyder
Proposal Addressee - Company	Baxter & Woodman Consulting Engineers

INVOICE INFORMATION	
Please Print Below if Invoice Addressee is Different or Special Invoicing Instructions	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address 1	
Invoice Addressee - Street Address 2	
Invoice Addressee - City, State, Zip Code	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

TERMS AND CONDITIONS

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.



Proposal No.: (hereinafter the "Proposal")

Client:

ECS MIDWEST, LLC TERMS AND CONDITIONS OF SERVICE

The professional services (the "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 and shall form the Agreement between ECS and CLIENT.

- 1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project 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 agents, contractors and consultants ("Contractors"). 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 or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.**
 - 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 and/or CLIENT'S contractors and consultants. 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.
 - 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's professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.
 - If CLIENT decides to disregard ECS's 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's sole right to make.
- 4.0 CLIENT DISCLOSURES**
 - Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors 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.
 - "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.
 - 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 or fee schedule to reflect any 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 Contractors, 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's 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**
 - 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 agents, subcontractors and/or subconsultants ("Subconsultants"), 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 and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.
 - CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS's Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.
 - 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 damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS's Proposal.
 - 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's findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.
- 8.0 UNDERGROUND UTILITIES**
 - 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's sole discretion.
 - 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. CLIENT shall notify ECS in writing of any private utilities or nonferrous piping that would not be found with standard magnetic detection devices. CLIENT shall be charged an additional fee if ECS is requested to use ground penetrating radar in an effort to locating underground utilities or structures.
 - CLIENT shall indemnify, defend, and hold ECS harmless 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's 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's or ECS's Subconsultant's request for utility marking services made in accordance with local industry standards.
- 9.0 SAMPLES**
 - 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 first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.
 - 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 by-products in accordance with applicable laws and regulations.
- 10.0 ENVIRONMENTAL RISKS**
 - 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's 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 its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS's 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 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's Documents of Service.
- 11.3 Without ECS's prior written consent, CLIENT agrees to not use ECS's Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS's written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS's 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 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, fall protection, 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 of CLIENT'S Contractors or any of their subcontractors.
- 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 Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS's part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS's errors or omissions are contained in ECS's 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 or on-call 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 or on-call 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's 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's 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 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 may 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 one percent (1%).
- 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's 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. The parties acknowledge and agree that any suit, action or proceeding arising out of or related to failure of CLIENT to pay ECS's invoices pursuant to the Terms of this Agreement shall be instituted in Fairfax County Circuit Court located in Fairfax, Virginia or such other court of competent jurisdiction, in ECS's sole and absolute discretion. Each of the parties waives any objection that it may have to the venue of any such suit, action, or proceeding, and each of the parties hereby irrevocably consents to the personal jurisdiction of any such court in any such suit, action or proceeding.
- 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 date. 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. CLIENT acknowledges that all payments made by credit card shall be subject to a three percent (3%) convenience fee.
- 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's Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT's 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's opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS's 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'S TOTAL LIABILITY TO CLIENT ARISING FROM ECS'S 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's 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's total aggregate liability to CLIENT shall not exceed \$50,000, or 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's 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 to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS's negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS's 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 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's culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNERS' 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's 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's opinions rendered in connection with ECS's 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's 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 calendar (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 Except as otherwise set forth herein including the provisions in Section 15.4, litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS's office contracting with the CLIENT is located. To the maximum extent allowed by law, the also 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, 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's 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 CYBERSECURITY AND CONTROLLED UNCLASSIFIED INFORMATION (CUI)

- 30.1 CLIENT shall not use, modify, disclose or transfer ECS data in any manner that may adversely affect the integrity, security, or confidentiality of the data. CLIENT shall implement and maintain appropriate administrative, physical, and technical safeguards to protect its information systems and data from cyberthreats including, but not limited to, unauthorized access, use, disclosure, modification, or destruction. CLIENT shall be solely responsible for the consequences of any cybersecurity incident, breach, or compromise (referred to herein as a "Cybersecurity Incident") impacting its systems, including those resulting in unauthorized access to any project data, client information, or confidential materials provided by ECS. CLIENT will not input, insert, use, share, or transmit any confidential information within any generative artificial intelligence application (i.e., ChatGPT, Bing Chat, Google Bard, etc.), whether external or internal.
- 30.2 CLIENT understands and agrees that under this contract it will not forward any Controlled, Unclassified Information (CUI), as that term is defined by the government, without first (a) notifying ECS at least three (3) working days prior to providing such data, and (b) ensuring that all such CUI data is marked as CUI prior to its delivery to ECS. CLIENT assumes all responsibility and liability for its failure to comply with this provision.

31.0 TITLES; ENTIRE AGREEMENT

- 31.1 The titles used herein are for general reference only and are not part of the Terms.
- 31.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 31.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 31.4 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.
- 31.5 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 these Terms and their agreement to be fully bound to them. 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.



Environmental Questionnaire for User

Completion required for conformance with ASTM E1527-21. Failure to provide this information may preclude CERCLA liability protections for the property purchaser. Please return answered form to ECS.

Site Name: _____

Name and Title of Person Completing Questionnaire (Please Print):

Signature of Person Completing Questionnaire:

Date: _____

Name of Your Company and Your Contact Number (Please Print):

ASTM E1527-21 indicates that, "Either the user shall make known to the environmental professional the reason why the user wants to have the Phase I Environmental Site Assessment performed or, if the user does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report." As the user of this ESA, what is the reason for conducting the Phase I ESA? If this question is unanswered, ECS will assume that the user's reason for the ESA is to qualify for landowner liability protections to CERCLA liability.

Please state reason for having ESA performed: _____

Will you provide Property Title Records and a Legal Description to ECS?

Please select one: **NO** ☐ **YES** ☐

Will you provide a 50-year chain of title abstract to ECS?

Please select one: **NO** ☐ **YES** ☐

Please Send Information Promptly

- (1.) **Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).** Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

- (2.) **Specialized knowledge** - As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

- (3.) **Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).** Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

(a.) Do you know the past uses of the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please state uses: _____

(b.) Do you know of specific chemicals that are present or once were present at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(c.) Do you know of spills or other chemical releases that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(d.) Do you know of any environmental cleanups that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(4.) **Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).** Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

Please select one: **NO** ☐ **YES** ☐ **NA** ☐ (not a purchase)

If no, please explain: _____

If you are aware that there is a difference, is the lower purchase price because contamination is known or believed to be present at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(5.) **Parcel Property Owner(s) & Contact Number(s):**

- A. _____
- B. _____
- C. _____
- D. _____

Property Manager and Occupant(s) & Contact Number(s)

Property Manager: _____

Occupant/Tenant: _____

Occupant/Tenant: _____

(6.) **The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).** As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

Derrick Benitez

Williams Bay, WI 53191 |

Professional Summary

Having already gained practical, hands-on experience as a Community Service Officer, I am excited to bring my existing communication and problem-solving skills to my home community of Williams Bay. My field experience, combined with my Criminology and Political Science coursework at the University of Wisconsin-Whitewater, has given me a broad understanding of community and local law and ordinance enforcement. Additionally, my background in advanced mathematics has honed the analytical and detail-oriented skills necessary for precise, accurate report writing. I possess exceptional one-on-one interpersonal skills and my commitment to delivering exceptional service to the community.

Work Experience

Community Service Officer (CSO)

Geneva Lake Law Enforcement Agency | Fontana, WI

May 2026 to Present

1. Operate boats
2. Write tickets
3. Aid in accidents

Guest Service Associate (GSA)

Bouna Beef | Lake Geneva, WI

March 2025 to Present

- drive thru
- server
- order taker
- dishwasher

Prep Cook/Food Runner

HUNT CLUB STEAKHOUSE | Lake Geneva, WI

July 2024 to September 2024

1. Cut and prepped vegetables, fruits, and oysters
2. Assisted in plating food for guest
3. Delivered food to guest

Education

Criminology (Bachelor of Arts/Science)

University of Wisconsin-Whitewater | Whitewater, WI

September 2025 to Present

Graduating fall of 2028.

High school diploma

Williams bay high school | Williams Bay, WI

September 2021 to May 2025

1. History club president
2. Varsity football player

Skills

Cleaning Experience First aid Report writing Patrolling Communication skills Security
Computer skills Conflict management Law enforcement

Languages

English - Fluent

American Sign Language - Beginner

Certifications and Licenses

Boaters safety

June 2026 to Present

Motorcycle License

March 2023 to Present

Driver's License

July 14, 2026

Village of Williams Bay
Williams Bay Village Board
Williams Bay, WI

Re: Waiver of License Fees

Dear Village Officials,

The Williams Bay Lions Club respectfully requests consideration of a waiver for the operator license and liquor license fees associated with the upcoming annual Corn & Brat Fest.

The Williams Bay Lions Club is a nonprofit organization dedicated to serving the Williams Bay community through charitable programs, local initiatives, and volunteer service. The annual Corn & Brat Fest is a longstanding community event that supports these ongoing efforts and provides an opportunity for residents and visitors to come together while benefiting local charitable causes.

In recognition of the Williams Bay Lions Club's nonprofit status and continued commitment to serving the community, consideration of a waiver for the required operator license and liquor license fees is respectfully requested for this year's event.

Thank you for taking the time to consider this request. The Williams Bay Lions Club sincerely appreciates the Village's continued support of community organizations and local events.

Respectfully,

Williams Bay Lions Club

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: 7/2/2026
County of WALWORTH

☐ Town ☒ Village ☐ City of W. BAY

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 8/7/26 and ending 8/9/26 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) → ☒ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Chamber of Commerce or similar Civic or Trade Organization
☐ Veteran's Organization ☐ Fair Association

(a) Name Williams Bay Lions Club

(b) Address P.O. Box 550
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 1946

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Tom Lothian 539 PARK RIDGE RD CEDAR PT W. BAY

Vice President Colin Doerge 61 HILL ST. W. BAY

Secretary JACK LOTHIAN 556 PARK RIDGE RD CEDAR PT. W. BAY

Treasurer BRUCE NELSON 5031 BAILEY RD DELEVAN WI

(g) Name and address of manager or person in charge of affair: DOUG KNIGHT 35 JOHANSON TER. W. BAY

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number EDGEWATER PARK

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: PAVILLION + PARK

3. Name of Event

(a) List name of the event WB LIONS CORN AND BRAT

(b) Dates of event 8/7 - 8/9/26

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Colin Doerge
(Signature/date)

Officer [Signature]
(Signature/date)

Date Filed with Clerk 7-20-2026

Date Granted by Council _____

W. BAY LIONS CLUB
(Name of Organization)

Officer [Signature] 7/15/26
(Signature/date)

Officer Bruce Nelson 7/20/26
(Signature/date)

Date Reported to Council or Board _____

License No. _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johannesen Farrar, Inc. 512 E. Walworth Avenue P.O. Box 347 Delavan WI 53115	CONTACT NAME: Kira Johnson PHONE (A/C, No, Ext): (262) 728-2631 E-MAIL ADDRESS: kiraj@jinsurance.com FAX (A/C, No): (262) 728-2312																					
INSURED Williams Bay Lions Club PO Box 550 Williams Bay WI 53191	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>West Bend Mutual Insurance</td><td>15350</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	West Bend Mutual Insurance	15350	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 2026-2027 COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

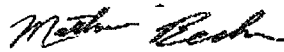
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y		1451578	07/20/2026	01/01/2027	EACH OCCURRENCE	\$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 100,000
							GENERAL AGGREGATE	\$ 200,000
							PRODUCTS - COMP/OP AGG	\$ 200,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:							
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ EXCESS LIAB						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					PER STATUTE	OTH-ER
		N/A					E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Liquor Liability			A304485	07/20/2026	01/01/2027	Aggregate Limit	\$1,000,000
							Each Occurrence	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Williams Bay Corn and Brat Fest - August 7th, 8th and 9th, 2026.
The Village of Williams Bay is listed as an additional insured for General Liability.

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER The Village of Williams Bay 250 Williams Street P.O. Box 580 Williams Bay, WI 53191	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

VILLAGE OF WILLIAMS BAY

ALCOHOL LICENSE CHECKLIST

Checklist must be submitted by each applicant seeking an Alcohol License. Incomplete applications will be rejected.

Business Name & Street Address: STJA Liquor LLC

Applicant Name: Stacy A. Manelitas

Type of Alcohol License(s) Sought: _____

Applicant	Office Use	Item
☐	☐	Form AB-200 Alcohol Beverage License Application – Thoroughly complete Sections A-D and complete the box in the upper right corner.
☐	☐	Form AB-101* Alcohol Beverage Appointment of Agent – Thoroughly complete Sections A-E and the top Agent Type section.
☐	☐	Form AB-100* Alcohol Beverage Individual Questionnaire – Thoroughly complete Sections A-E. All individuals, partners, officers and directors, the agent of the corporation and members or managers and agent of limited liability companies must fill out this form.
☐	☐	Proof of Operation. Applicants must provide 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 per Ordinance 128-8.
☐	☐	Proof of Completing Responsible Beverage Server Training Course. Individuals, partners and agents of corporations and LLC's must have successfully completed an approved responsible beverage server training course within the past two years. Does not apply to individuals who held or were an agent of a corporation or LLC that held a liquor license within the past two years.
☐	☐	Proof of Residency. Applicants must have continuously resided in the State of Wisconsin for 90 days prior to the date of application. Proof of residency could include voter registration, motor vehicle registration, driver's license, residential lease or purchase agreement, or income tax records. Officers, directors, members or managers of corporations or LLCs are not required to meet the State residency requirement.
☐	☐	Proof of Wisconsin Seller's Permit. Can be a copy of a letter, e-mail or website from the State of Wisconsin proving that the applicant is in good standing for sales tax purposes and holds a valid seller's permit.
☐	☐	Map of Premises. Applicant must submit a map of the premises, identifying the building(s), room(s), and/or land area under his/her control where alcohol beverages will be sold, served, consumed, or stored. Maps do not need to be drawn to scale but should include a small compass arrow showing which direction is north. Any gates leading outside of the premises must have a lock installed.
☐	☐	License Fees are due prior to issuance
☐	☐	Publication Fees: a \$50.00 publication fee is due upon application.

*Not required if the paperwork from previous license year is still accurate.

For Office Use Only

Date Filed with Clerk: 6-17-2026

License Fee Receipt: _____

Amount Paid: _____

Date Published in Newspaper: _____

Publication Fee Receipt: _____

Amount Paid: _____

Date forwarded to Police Chief: _____

Village Board Approval: _____

License Issued Date: _____

License Number: _____

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Williams Bay
License Period	

Application Type (check one)

☒ Initial (New) ☐ Renewal

License(s) Requested: (up to two boxes may be checked)

☐ Class "A" Beer \$ _____ ☒ Class "B" Beer \$ 100
☐ "Class A" Liquor \$ _____ ☒ Regular "Class B" Liquor \$ 500
☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
☐ "Class C" Liquor (wine only) \$ _____ ☐ Above-Quota "Class B"
Liquor \$ _____

Fees

License Fee(s)	\$ <u>600</u>
Background Check Fee	\$
Publication Fee	\$ 50
Total Fees	\$ <u>650</u>

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)

SJA LIQUOR LLC

2. Business Trade Name or DBA

Tide & Tavern

3. FEIN 42-2671673

4. Wisconsin Seller's Permit Number

456-1032597802-02

5. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? ☐ Yes ☒ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization

WISCONSIN

8. Date of Organization

05/20/2024

9. Wisconsin DFI Registration Number

5168850

10. Premises Address

2 W GENEVA ST

11. City

WILLIAMS BAY

12. State

WI

13. Zip Code

53191

14. County

WALWORTH

15. Governing Municipality: ☐ City ☐ Town ☒ Village
of: _____

16. Aldermanic District

17. Website: _____

20. Premises Description

Initial (New Applicants Only): Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☐

A 2 story building with the front entrance meeting the bar/lounge where in use alcohol shall be kept. On the second floor there is an office where all paperwork shall be kept, as well as a storage room for alcohol inventory.

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No
If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or wholesaler? ☐ Yes ☒ No

If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☐ Yes ☐ No

5. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

6. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

- ☐ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.
- ☒ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.
- ☐ (For corporations, limited liability companies, and nonprofit organizations only) I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.
- ☐ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name MANETTAS	First Name STACY	M.I. A
Title OWNER		
Signature 		Date 06/11/2020

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage License Application
Appendix A - List of Persons Involved in the Applicant Business

Alcohol Beverage
Appointment of AgentDate
06/11/2026

Agent Type (check one)

- ☒
- Original (no fee)
- ☐
- Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

STA LIQUOR LLC

2. Business Trade Name or DBA

Tide & Tavern

3. Entity Type (check one)

- ☒
- Limited Liability Company
- ☐
- Corporation
- ☐
- Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- ☒
- Municipal Retail License
- ☐
- State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name

MANETTAS

2. First Name

STACY

3. M.I.

A

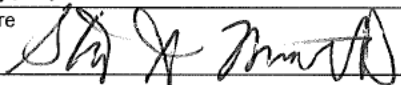
Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.
2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or
Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☒ Yes ☐ No
3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

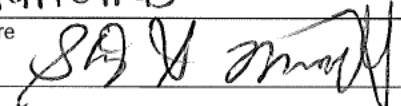
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Manettas	First Name Stacy	M.I. A
Title Owner		
Signature 	Date 06/11/2020	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Manettas	First Name Stacy	M.I. A
Signature 	Date 06/11/2020	

Alcohol Beverage
Individual QuestionnaireDate
06/11/2023

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

SJA LIQUOR LLC

2. Business Trade Name or DBA

Tide & Tavern

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization**Part B: Individual Information**

1. Last Name

MANETTAS

2. First Name

STACY

3. M.I.

A

4. Relationship to Business (Title)

OWNER

7. Home Address

Part C: Address History1. Do you currently live in Wisconsin? ☒ Yes ☐ No

If yes, provide the month and year when you permanently moved to Wisconsin

(MM/YYYY)

06/2023

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 3 City State Zip Code

Previous Address 4 City State Zip Code

Previous Address 5 City State Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
	WALWORTH	WI	COOK	IL	HOMB LVLV	HI	
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 06/11/2020
---	-----------------

Village of Williams Bay

PO BOX 580, Williams Bay, WI 53191, (262) 245-2700, www.williamsbay.org

APPLICATION FOR OPERATOR'S LICENSE

PLEASE CHECK ONE

☒ Original (\$50)

Original License for the Village of Williams Bay issued for a term of (2) years expiring June 30th. A certificate of completion of an approved Responsible Beverage Server Course is required. Wis. Stats. §125.17 (1) (2) (3)

☐ Renewal (\$50)

Renewal License for current license holder in the Village of Williams Bay issued for a renewal term of (2) years expiring June 30th. Current license cannot be expired. No certificate of Responsible Beverage Server Training is required. Wis. Stats. §125.17 (1) (2) (3)

☐ Provisional (\$15.00)

Provisional operator's licenses are issued to persons enrolled in the course, who have also applied for a regular operator's license. Wis. Stats. §125.17 (1) (2) (3) License is only valid for up to 60 days.

☐ Temporary (\$10.00)

A Temporary Operator license is only valid for a period of 14 days, issued to persons employed by or donating their services to a non-profit corporation. Max licenses issued is (2) per year. Temporary Operators are not required to complete the beverage server training course. Wis. Stats. §125.17 (4)

APPLICANT INFORMATION

Full Name: STACY ANN, STOVALL MANETTAS

Date of Birth: [REDACTED]

Driver's License #: [REDACTED]

State Issued: WI

Exp Date: [REDACTED]

Address: [REDACTED]

Daytime Phone: [REDACTED]

Employer for whom you will be working upon issuance (valid only in Village of Williams Bay): _____

If this is a Temporary License, please list the name of the Organization for whom you will work and dates required: _____

Have you ever had a liquor license or operator license in any state revoked or suspended? ☒ No ☒ Yes

Have you been arrested or cited for any offense (do not include traffic violations unless it is drug or alcohol-related)? ☒ No ☐ Yes

Have you ever been convicted of a felony? ☒ No ☐ Yes

If answered "Yes" above please state date, nature of offense and location:

Date	Nature of Offense	Location: City, County and State

I hereby agree to display and/or surrender my operator's license to any police officer, or any official of the Village of Williams Bay, or the State of Wisconsin, for verification while I am working. Further I agree to abide by the State Statutes and Local Ordinances governing the sale of beer and intoxicating beverages. Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge.

[Signature]
Signature of Applicant

06/11/2020
Date

FOR OFFICE USE ONLY

☐ COPY OF DRIVERS LICENSE

Date Received: _____

License # _____

☐ COPY OF SERVER TRAINING CERTIFICATE
(Temp & Provision do not require)

Amount Paid: _____

Date Approved by Board _____

Disposition of Investigative Check

☐ PASS

☐ FAIL

Police Dept Approval: _____

Alcohol Seller/Server

While the following Responsible Beverage Server training courses have been approved for certification in the state, the Wisconsin Department of Revenue does not endorse nor administer any of these programs. **Any issues you have concerning registration, student certification, fees, certificates, etc., must be directed to the individual vendor for resolution.**

Classroom instruction providers:

Wisconsin Technical Colleges - <https://www.wistechcolleges.org/>
RBSLearn.com - <https://www.rbslearn.com/>

Serving Alcohol Inc. - Wisconsin Alcohol Seller/Server Course- <http://servingalcohol.com/best-price-wisconsin-bartender-license-special/>

ServSafe Alcohol (WRAEF/NRAEF)- <https://www.wirestaurant.org/servsafe>

TIPS- <https://www.gettips.com/index.html>

Online instruction providers:

Affordable Alcohol Training dba LIQUORexam.com -
https://liquorexam.com/Wisconsin_Alcohol_Server_and_Seller_Certification

CARE (American Hotel & Lodging Education Institute) - <https://www.ahlei.org/program/care/>

RBSLearn.com - <https://www.rbslearn.com/>

Learn2Serve - <https://www.learn2serve.com/>

Rserving.com (Professional Server Certification Corporation) -
<https://rserving.com/web/rserving.php?siteid=251>

Seller/Server.com - <https://www.sellerserver.com/Wisconsin/>

ServerLicense.com - <https://www.serverlicense.com/>

Serving Alcohol Inc. - Wisconsin Alcohol Seller/Server Course - <http://servingalcohol.com>

ServSafe Alcohol (WRAEF/NRAEF) - <https://www.wirestaurant.org/servsafe>

TIPS - <https://www.gettips.com>



CERTIFICATE OF COMPLETION

This certifies that

Stacy Manettas

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
06/16/2026



Expiration Date
06/15/2028



Certificate #
WI-00652277

A handwritten signature in black ink, appearing to read 'Stacy Manettas'.

Official Signature

This certificate is non-transferable and represents the successful completion of an approved

Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com





State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**
SJA Liquor LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name and email address of the initial registered agent:**
Stacy Ann Stovall Manettas
[REDACTED]

Article 4. **Street address of the initial registered office:**
2 W Geneva Street
Williams Bay, WI 53191
United States of America

Article 5. **Street address of the principal office:**
[REDACTED]

Article 6. **Name and complete address of each organizer:**
[REDACTED]

Other provisions (optional). (No other provisions declared.)

Other Information. **This document was drafted by:**
Stacy Ann Stovall Manettas

Organizer Signature:
Stacy Ann Stovall Manettas

Date & Time of Receipt:

5/20/2026 1:57:47 PM

Order Number:

202605206947945

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

Filing Fee: \$130.00
Total Fee: \$130.00

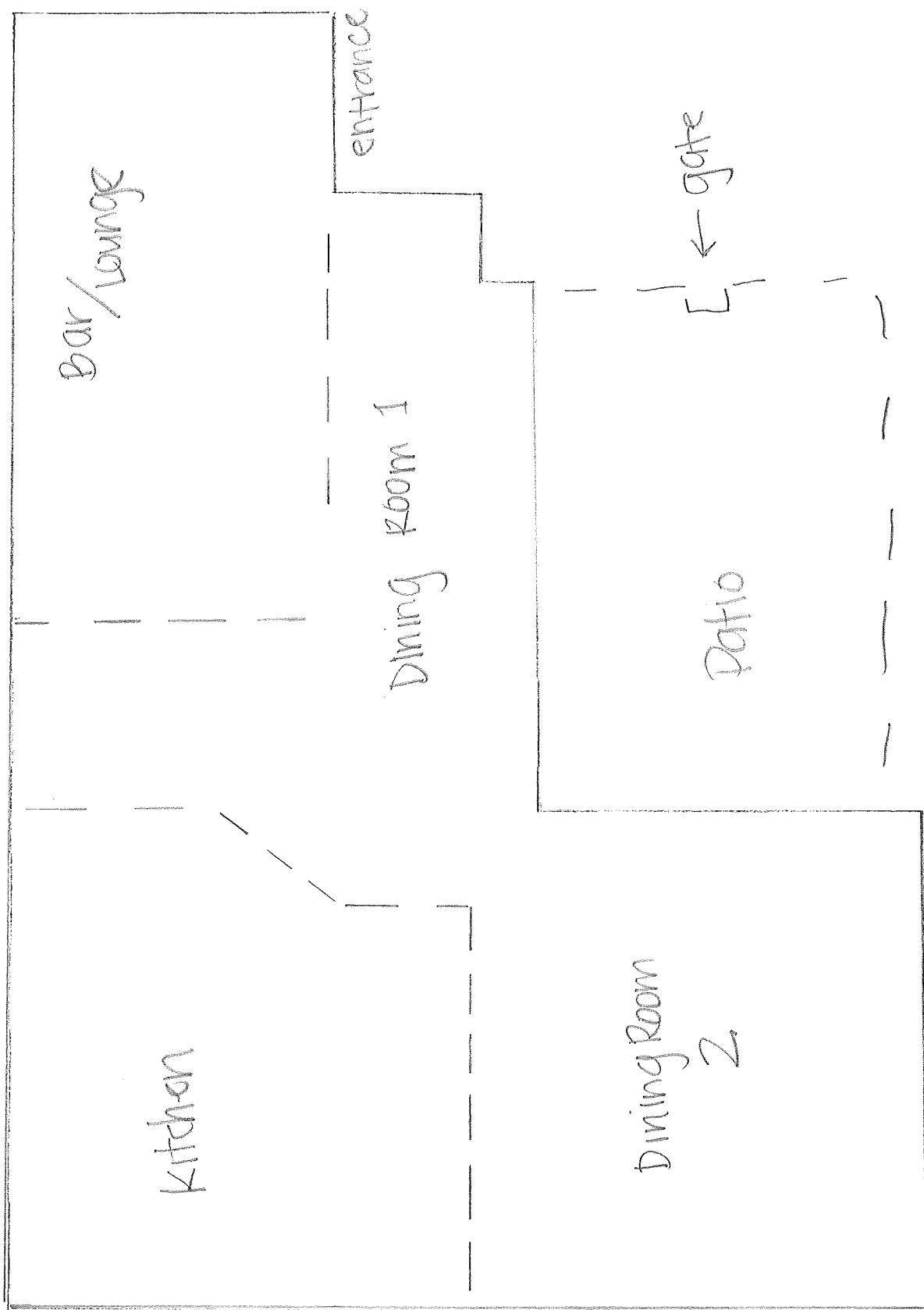
ENDORSEMENT

**State of Wisconsin
Department of Financial Institutions**

EFFECTIVE DATE	
5/20/2026	

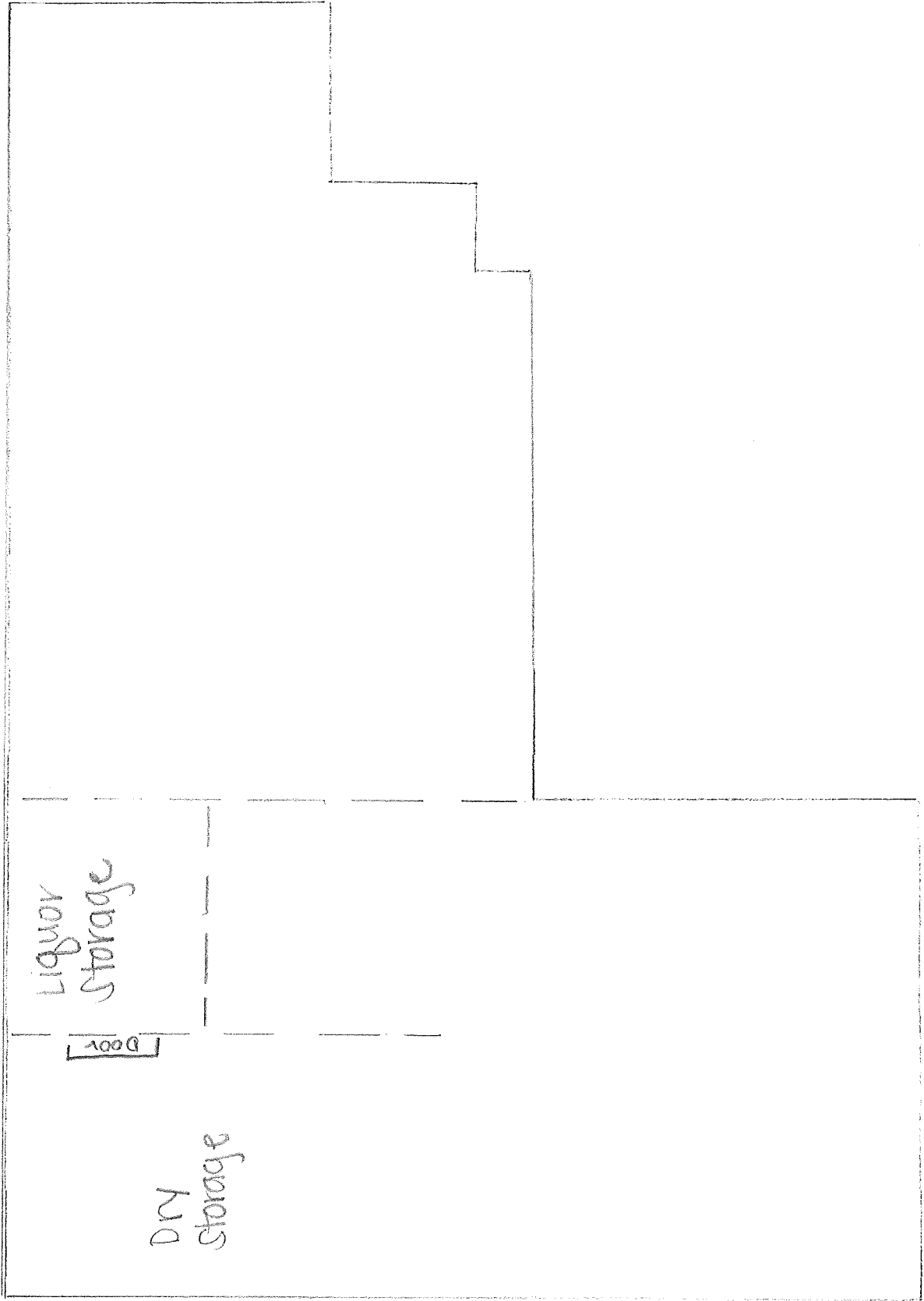
FILED	Entity ID Number S168850
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Level 1 (Ground level)



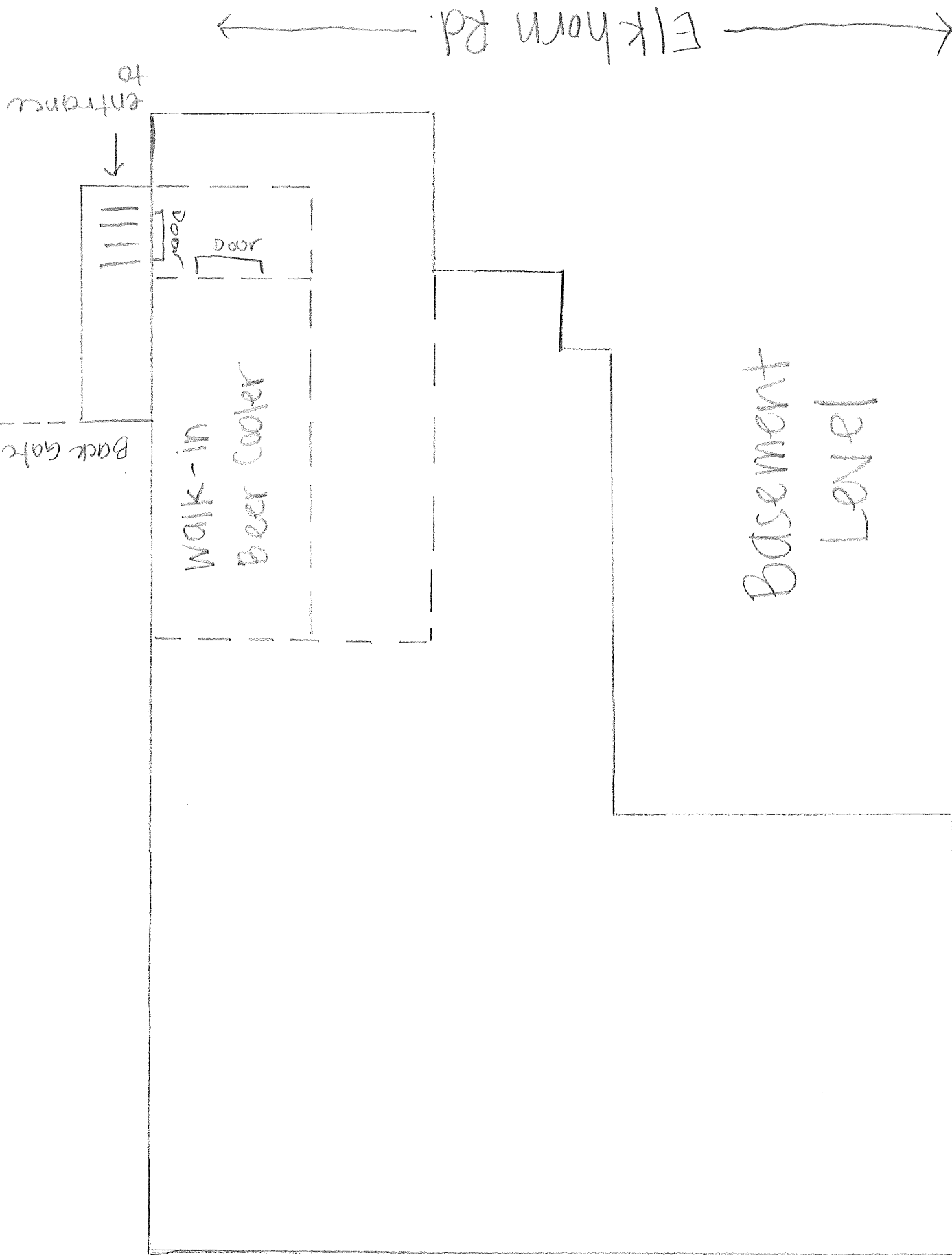
← E Geneva St.

Level 2
(2nd floor)



Elkhorn Rd

E Geneva St.



Basement
Level

← E Geneva St. →

Receipt No: 35.000002585 Jun 17, 2026

SJA LIQUOR LLC

LICENSES AND PERMITS
LIQUOR/BEER LICENSE - 100.00
CLASS B BEER
100-43001
LIQUOR/BEER LICENSE

Total: 100.00

LICENSES AND PERMITS
LIQUOR/BEER LICENSE - 500.00
CLASS B LIQUOR
100-43001
LIQUOR/BEER LICENSE

Total: 500.00

SJA LIQUOR LLC

LICENSES AND PERMITS
LIQUOR/BEER LICENSE - 50.00
PUBLICATION FEE
100-43001
LIQUOR/BEER LICENSE

Total: 50.00

Credit Card - General 650.00

Payor:
SJA LIQUOR LLC

Total Applied: 650.00

Change Tendered: .00

06/17/2026 1:50 PM

Village of Williams Bay
PO Box 580
250 Williams Street
Williams Bay WI 53191 (262) 245-2700