



VILLAGE OF WILLIAMS BAY

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

JOINT PARKS & LAKEFRONT AND PROTECTIVE SERVICES COMMITTEE MEETING

MONDAY, SEPTEMBER 20, 2021 AT 6:30 PM

VILLAGE HALL COUNCIL ROOM

A quorum of Village Board may be present

AGENDA

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

I. Meeting Items

- A. Call to Order
- B. Roll Call
- C. Edgewater Park Use Application Addendum from the Lion's Club
- D. Adjournment

George Vlach
Protective Services Chairman

Jim D'Alessandro
Parks and Lakefront Chairman

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: 09/17/2021 5:00 PM



Page 1 EDGEWATER PARK USE AND POLICY CONTRACT

EDGEWATER PARK USE AND POLICY CONTRACT

The Village of Williams Bay will allow use of the park, shelter building, some park equipment, electricity, water and sewer, natural gas and waiver of alcoholic beverage license fees.

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

- 1) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four (4) weeks prior to the event.
- 2) Organizations requesting the park must be non-profit, civic-minded Williams Bay based groups or have a constituency composed primarily of Williams Bay residents. Organization must also possess liability and worker's compensation insurance as required by the Village Board for your particular event.
- 3) A Five Hundred Dollar (\$500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.
- 4) Organization using the Park agrees to repair or replace any items broken, stolen or lost, such as mops, brooms or cleaning equipment; lights or bathroom fixtures, lawn turf, etc., during the time the Park is used.
- 5) Organization using the Park must keep the park clean and orderly during your event, including allowing others to freely access the park and the bathrooms. Also, agrees to pick up litter as it accumulates and clean rest rooms during the time of your event. All clean up must be performed by 10:00 AM of the day following the event unless specifically changed by the Village Administrator.
- 7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.
- 8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.
 - a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.01 shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.
 - b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.
 - c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.
 - d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.
 - e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.
 - f) A list of those serving alcoholic beverages at this event must accompany this contract.



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9) All group members must be informed and agree to abide by these rules prior to the occurrence of the event.

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an additional insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: Dan Anderson Organization: Wms Bay Lions Club
Address: [REDACTED] Wms Bay WI 53191
Phone: [REDACTED] Email: [REDACTED]
Title of Event: The Nick Caselli Rocking Car Show
Date(s) requested: Oct 8th & 9th 2021 Is event open to public? (circle one) YES NO

Summary of Event including the approximate number of attendees:

Car Show at Edgewater Park 10 AM - 3 PM Sat Oct 9th
Set up on Fri Afternoon
We would like to Park Display Cars on lawn
Also we would like access to The Parking Stalls along the Park
for Extra Display Cars.
We expect about 100 Cars and 500 People
We also want to Sell Beer - Wine - Hot dogs + Brats
With an Elvis impersonator

Contact Information (if different than above)

Name: Dan Anderson Organization: Wms Bay Lions
Address: [REDACTED] Williams Bay WI 53191
Phone: [REDACTED] Email: [REDACTED]



STATEMENT CONCERNING LIABILITY AND WORKER'S COMPENSATION INSURANCE FOR USE OF EDGEWATER PARK

We hereby acknowledge and confirm that the undersigned non-profit group or organization, together with all of its members, are not acting or serving in the service of the Village of Williams Bay in any respect in connection with the use we are about to make of or event we are about to hold in Edgewater Park. Our organization, including all members thereof, is not acting under any contract of hire, express or implied with the Village of Williams Bay nor is our organization, or any members thereof serving the Village of Williams Bay as an independent contractor. Our organization, including all members thereof, will not employ any other persons or firms in connection with the use we are about to make of or event we are about to hold in Edgewater Park as our use or event will be run using our membership or immediate family members of our membership only. This statement is made to clarify and confirm that our organization, including all members thereof, is not subject to Worker's Compensation coverage of the Village of Williams Bay.

We further acknowledge and confirm that the undersigned non-profit group or organization has liability insurance coverage of at least \$1,000,000 (one million dollars) and liquor liability insurance coverage (if applicable) in the same amount of coverage provided to it by its parent organization as set forth below that does provide liability insurance coverage to our local group or organization for the use or event about to take place under our exclusive control in Edgewater Park. We acknowledge that we are responsible, and all of our members and our member's immediate family who may also be participating in our event, for the safe and careful conduct of our event. As an express condition of our event therein under our exclusive use and control we do hereby agree to indemnify the Village of Williams Bay and all of its officials, agents and employees against all liability or loss that the Village of Williams Bay may sustain as a result of claims, demands, costs or judgments arising from the use or event we are about to hold in Edgewater Park.

DATED this 20th day of July, 2021

Group or organization Wms Bay Lions Club

Our liability insurance provided by: West Bend on order

(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: [Signature]
President or other authorized signatory

Brune Nelson

VILLAGE USE ONLY

Date application received: 7/23/2021 Received by: sherie

All documentation attached? ☒ yes ☐ no

Date and time of pre-event informational meeting: _____

Committee approval? ☒ yes ☐ no Date: 8/11/2021

Village Board approval? ☒ yes ☐ no Date: 8/16/2021

Comments:

Commercial Lines Policy Declaration

Customer Number: 0110176731
Policy Number: 1451578 10

Policy Period: 07/20/2021 to 07/20/2022
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:

Williams Bay Lions Club
PO Box 550
Williams Bay, WI 53191

Agency Name and Address:

JOHANNESSEN-FARRAR INC
PO BOX 347
DELAVAN, WI 53115
262-728-2631

48480

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

Coverage Part	Premium
Commercial General Liability Coverage	\$482.00
Commercial Inland Marine Coverage	\$514.00
Total Premium:	\$996.00
Total Including Taxes, Fees and Surcharges:	\$996.00

This is not a bill. A billing invoice will be sent separately.

See attached schedule for forms applicable to all coverage parts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Village of Williams Bay

PO Box 580, Williams Bay, WI 53191

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

The Williams Bay Lions, Park use permit addendum for October 9th 2021

Remove request to park show cars along park on Geneva street.

In case of bad conditions in the park cars will be parked in the Café Calamari parking lot, also that will be used for overflow cars as well.

We ask to block off one parking stall across from Café Calamari for the purpose of establishing a cross walk for pedestrian traffic.

We ask to move the handicap stalls on the eastern end of the park over one spot for ease of access for show cars to the park.

We ask to use half of the sailboat rigging area for show cars.

We ask to use the inside of the circle parkway east of the sailboat rigging area for overflow show cars.

We ask to send extra show cars to Walworth Street towards the field house.

We ask to set up Thursday night Oct. 7th to include the beverage tent with tables and chairs and fencing. The fence will run from the pavilion north along the Fire Dept. Parking lot to the sidewalk, east to the flagpole, south to the pavilion with a gate in the middle for pedestrians. Friday set up to include laying out of lines for show cars as well as extra set up of kitchen and other booth displays.

We will begin to admit cars at 8am Saturday.

We ask to erect one large poster of the steam train and station at the eastern end of the park for a display. Dimensions approximately 10 foot high by 9 foot wide.

Thankyou, Dan Anderson chairman [REDACTED]

Patrick Byrnes co-chair [REDACTED]

This will be a rain or shine event with no rain date.