



# VILLAGE OF WILLIAMS BAY

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

## NOTICE

### **BUILDING, ZONING & ORDINANCE (BZO) COMMITTEE MEETING FRIDAY, OCTOBER 8, 2021 AT 8:30 AM VILLAGE HALL COUNCIL ROOM**

## AGENDA

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

- I. Call to Order
- II. Roll Call
- III. Building, Zoning & Ordinance Committee Meeting Minutes of September 17, 2021
- IV. Resolution R-12-21 Revising the Ward Map for the Village of Williams Bay
- V. Pier Numbers
- VI. Appointment of Village Administrator
- VII. Update on Status of Comprehensive Plan
- VIII. Contract for Building Inspection Services
- IX. Adjourn

Lowell Wright  
Building, Zoning and Ordinances Chair

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

Posted: 10/06/2021 5:00 PM



# VILLAGE OF WILLIAMS BAY

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## **UNOFFICIAL MINUTES BZO 09/17/21 MEETING FRIDAY, SEPTEMBER 17, 2021 AT 10:45 AM VILLAGE HALL COUNCIL ROOM**

### **I. Call to Order**

Trustee Wright called the meeting to order at 10:45am.

### **II. Roll Call**

Present: Lowell Wright, Don Parker

Also Present: Trustees D'Alessandro and Umans, and Clerk Pankau

Excused: George Vlach

### **III. Building, Zoning & Ordinance Committee Meeting Minutes of August 11, 2021-6:00PM**

### **IV. Building, Zoning & Ordinance Committee Meeting Minutes August 11, 2021-6:30PM**

The motion to Approve the Building, Zoning & Ordinance Committee Meeting Minutes August 11, 2021-6:00PM and August 11, 2021-6:30PM was initiated by Don Parker and seconded by Lowell Wright. Unanimously carried.

### **V. Adoption of the Wisconsin General Records Schedule**

Clerk Pankau explained that the Village has their own Records Retention Schedule, but that the State has one that they recommend municipalities follow.

The motion to Recommend Village Board Approval of the Adoption of the Wisconsin General Records Schedule dated August was initiated by Don Parker and seconded by Lowell Wright. Unanimously carried.

### **VI. R-11-21 Directing Placement of Stop Sign on Liechty Drive**

The motion to Recommend Village Board Approval of R-11-21 Directing Placement of Stop Sign on Liechty Drive was initiated by Don Parker and seconded by Lowell Wright. Unanimously carried.

### **VII. Adjourn**

The motion to adjourn was initiated by Don Parker and seconded by Lowell Wright at 10:55am. Unanimously carried.

/s/ Jackie Pankau, Village Clerk

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



# VILLAGE OF WILLIAMS BAY

## RESOLUTION R-12-21

### **A RESOLUTION TO REVISE THE WARD MAP FOR THE VILLAGE OF WILLIAMS BAY**

**WHEREAS**, the Village of Williams Bay is required to establish wards in accordance with Section 5.15 of the Wisconsin Statutes; and,

**NOW THEREFORE BE IT RESOLVED**, that the Village of Williams Bay, in order to comply with the requirements of Section 5.15 of the Wisconsin Statutes, be divided into four (4) consecutively numbered MUNICIPAL WARDS, for the Village of Williams Bay in Walworth County, Wisconsin.

**Ward 1:** A portion of the Village bordering to the south of the centerline of Frost Drive, and to the south of the centerline of Center Street, from Theatre Road intersection east to the intersection of East Geneva Street, and all the area lying south of that line of delineation to the most Southern Village limits. **[Population 746]**

**Ward 2:** A portion of the Village containing the northernmost properties of the Lakewood Trails Subdivision, east of Theatre Road and north to the Village limits including the Bailey Estates subdivision, north of the centerline of Center Street, north of the centerline of Geneva Street (State Road 67) and continuing east to the centerline of Elkhorn Road (State Road 67). **[Population 801]**

**Ward 3:** A portion of the Village east of Elkhorn Road (State Road 67) and north of Geneva Street then south of Geneva Street just after Harris Creek encompassing all area to the east to end of Village limits. **[Population 615]**

**Ward 4:** A portion of the Village west of the northern part of Hill Street and the northern part of Smythe Drive, north of Frost Drive and north of Center Street to corporate limits and encompassing part of Baywood Heights, and nearly the entirety of Lakewood Trails and Prairie View Subdivisions. This ward also includes all properties in the corporate Village description west of Theatre Road. **[Population 791]**

**BE IT FURTHER RESOLVED** that the above wards are identified on the map as identified in Attachment "A", which is incorporated and made a part hereof, and that the map is generated using WISE-LR software; and,

**BE IT FURTHER RESOLVED** that the above wards are incorporated in the underlying census block numbers within each ward as identified in Attachment "B", which is incorporated and made a part hereof; and,

**BE IT FURTHER RESOLVED** that all four (4) wards have a combined polling place located in the Lion's Field House, 240 Elkhorn Road, Williams Bay, Wisconsin, 53191.

Adopted by the Village Board of the Village of Williams Bay this \_\_\_\_ day of \_\_\_\_\_, 2021.

VILLAGE OF WILLIAMS BAY

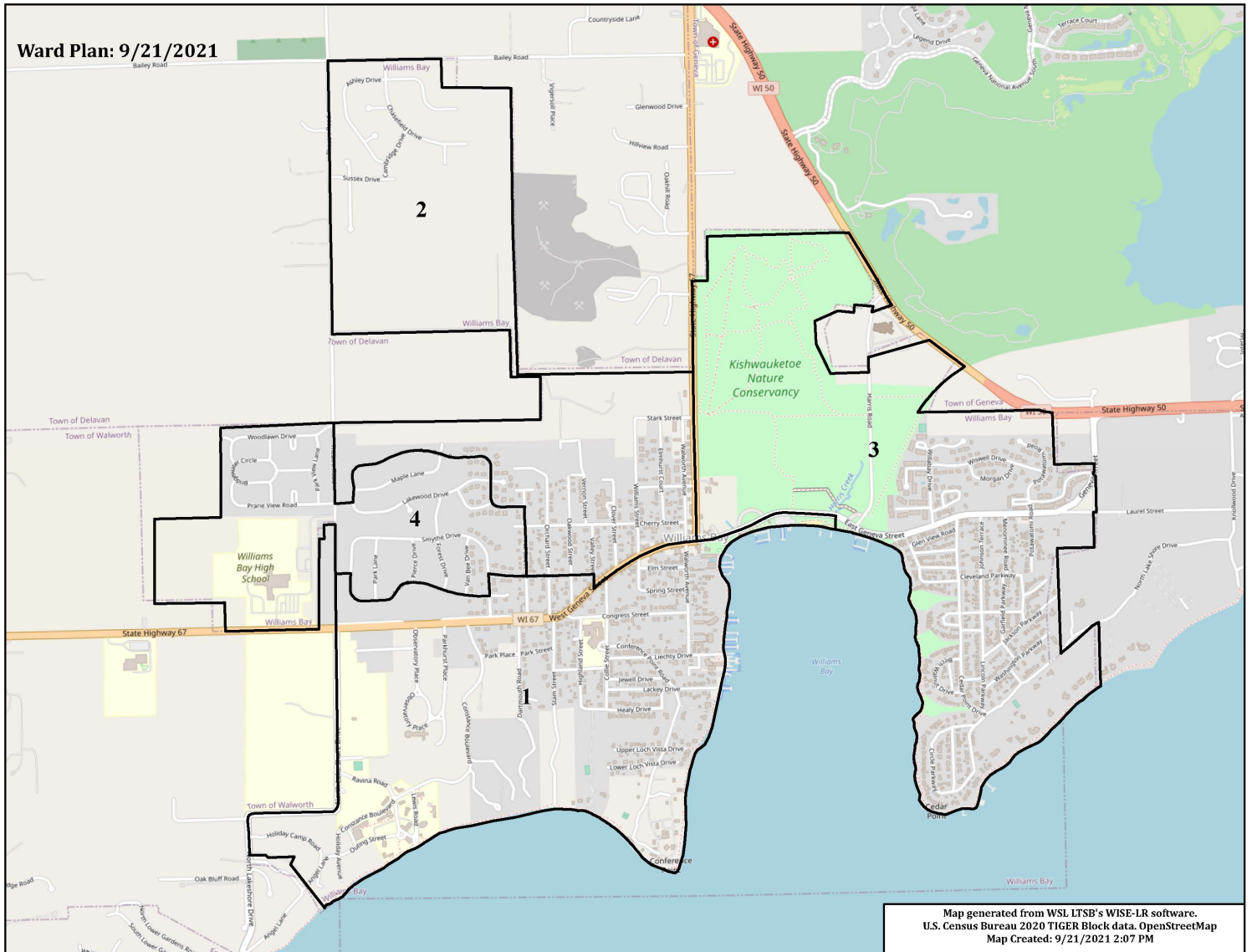
By:\_\_\_\_\_

William Duncan, President

Attest:\_\_\_\_\_

Jackelyn Pankau, Clerk

## ATTACHMENT "A"



## ATTACHMENT “B”

### Ward 1

|                 |                 |                 |
|-----------------|-----------------|-----------------|
| 551270016031033 | 551270016032005 | 551270016032020 |
| 551270016031039 | 551270016032006 | 551270016032021 |
| 551270016031040 | 551270016032007 | 551270016032022 |
| 551270016031049 | 551270016032008 | 551270016032023 |
| 551270016031050 | 551270016032009 | 551270016032024 |
| 551270016031052 | 551270016032010 | 551270016032025 |
| 551270016032000 | 551270016032012 | 551270016032026 |
| 551270016032001 | 551270016032013 | 551270016032027 |
| 551270016032002 | 551270016032014 | 551270016032028 |
| 551270016032003 | 551270016032015 | 551270016032043 |
| 551270016032004 | 551270016032016 |                 |

### Ward 2

|                 |                 |                 |
|-----------------|-----------------|-----------------|
| 551270016031004 | 551270016031011 | 551270016031044 |
| 551270016031006 | 551270016031018 | 551270016031045 |
| 551270016031007 | 551270016031041 | 551270016031048 |
| 551270016031008 | 551270016031042 | 551270016031051 |
| 551270016031010 | 551270016031043 | 551270016031053 |

### Ward 3

|                 |                 |                 |
|-----------------|-----------------|-----------------|
| 551270016031046 | 551270016062039 | 551270016062056 |
| 551270016062017 | 551270016062040 | 551270016062057 |
| 551270016062030 | 551270016062041 | 551270016062084 |
| 551270016062031 | 551270016062042 | 551270016062085 |
| 551270016062032 | 551270016062043 | 551270016062086 |
| 551270016062033 | 551270016062044 | 551270016062087 |
| 551270016062034 | 551270016062045 | 551270016062088 |
| 551270016062035 | 551270016062046 | 551270016062089 |
| 551270016062036 | 551270016062049 | 551270016062090 |
| 551270016062037 | 551270016062051 | 551270016062091 |
| 551270016062038 | 551270016062055 |                 |

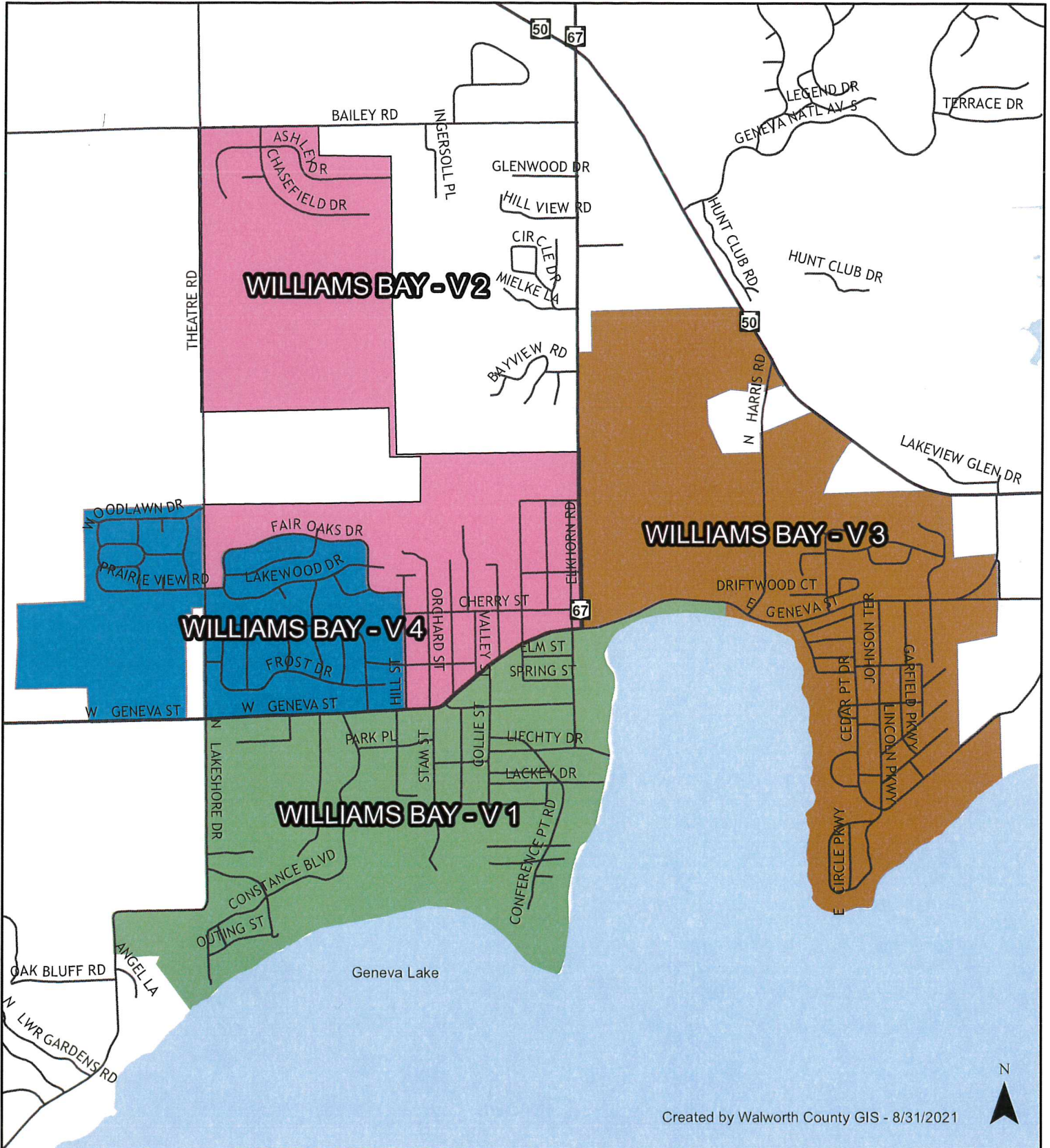
### Ward 4

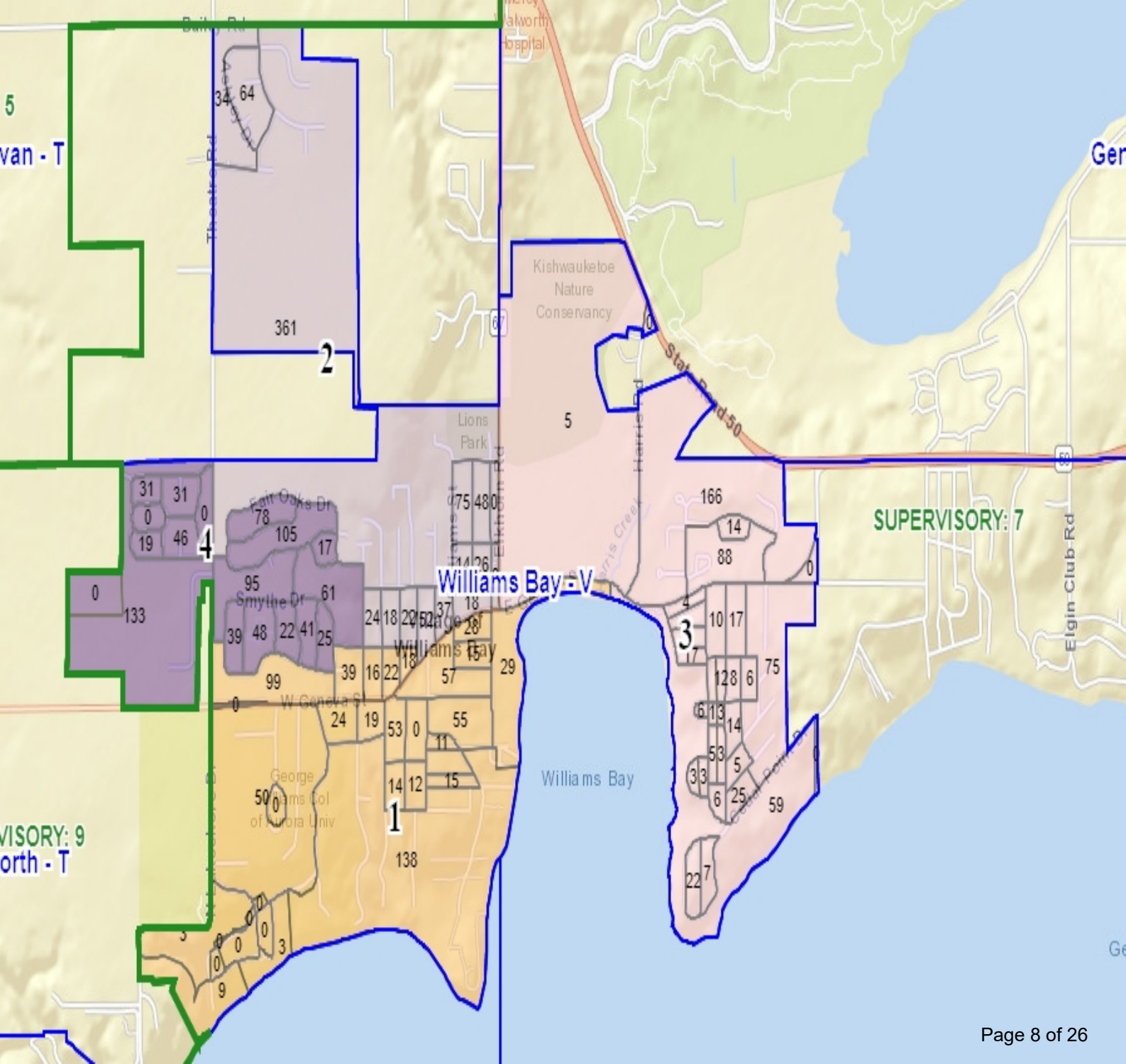
|                 |                 |                 |
|-----------------|-----------------|-----------------|
| 551270016031005 | 551270016031022 | 551270016031028 |
| 551270016031009 | 551270016031023 | 551270016031034 |
| 551270016031013 | 551270016031024 | 551270016031035 |
| 551270016031019 | 551270016031025 | 551270016031036 |
| 551270016031020 | 551270016031026 | 551270016031037 |
| 551270016031021 | 551270016031027 | 551270016031038 |

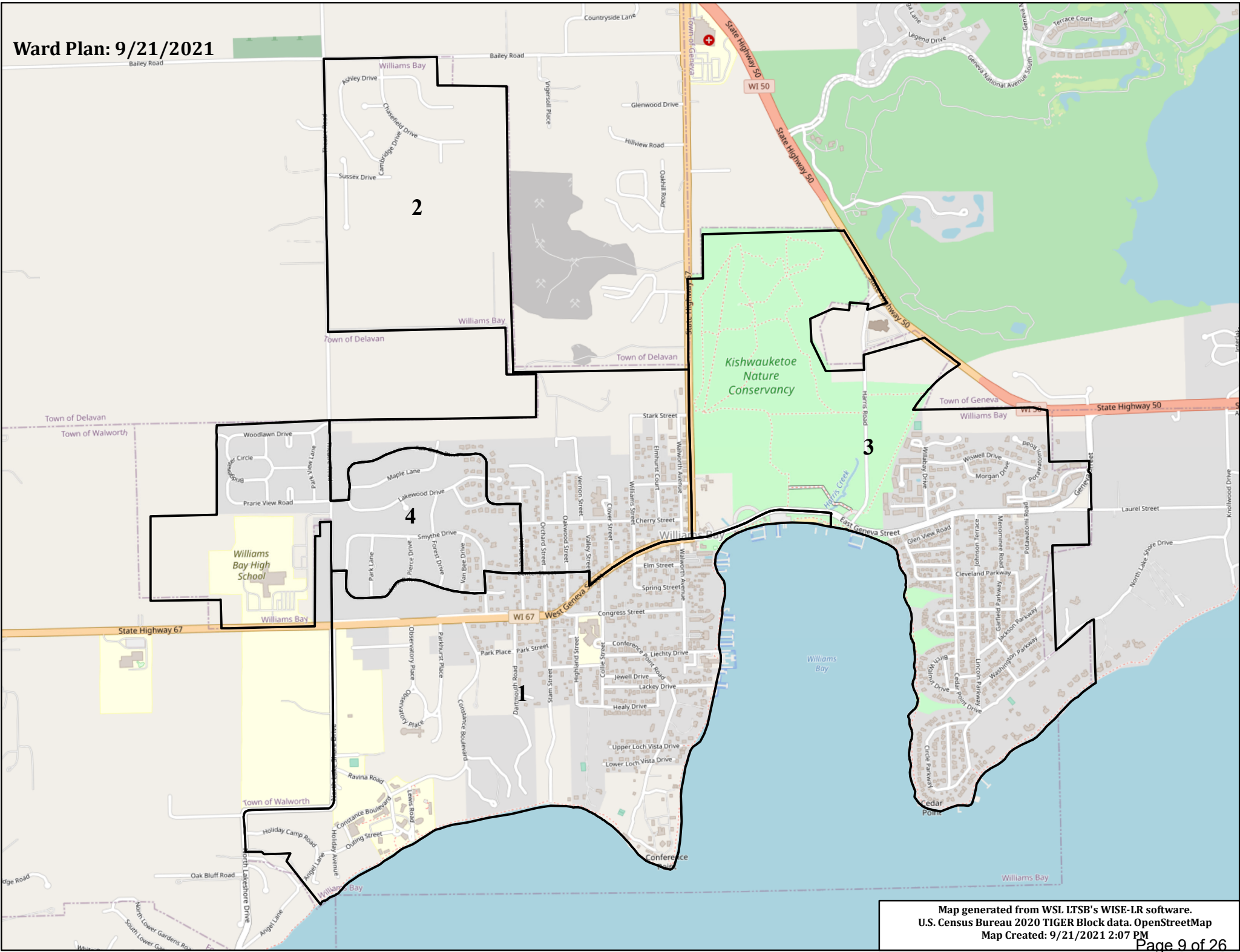
- WILLIAMS BAY - V 1
- WILLIAMS BAY - V 2
- WILLIAMS BAY - V 3
- WILLIAMS BAY - V 4

# Village of Williams Bay

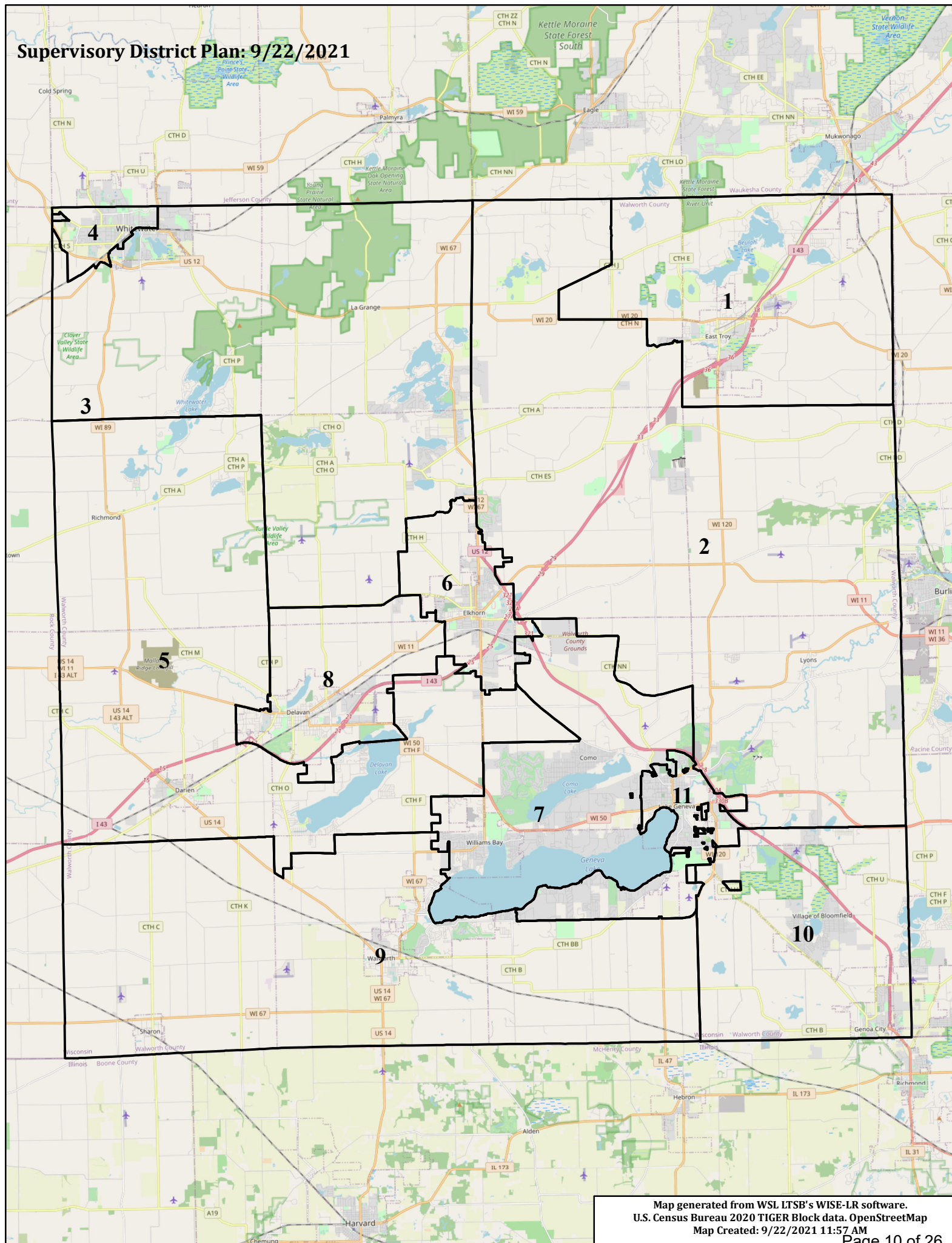
## Wards - 2021







# Supervisory District Plan: 9/22/2021



Building, Zoning and Ordinances Committee, 10/13/2021

Re: Pier Numbers

#### Background

Pier Numbers are part of the address for piers. The address is important and valuable for fire and police activities, Water Patrol enforcement and service and for Harbor Commission review of permits. There now is no requirement to post pier numbers. The following proposal would amend Village Ordinances to require posting of the pier number on all piers subject to permitting by the Village

Amend Section 281-1 (H) o add item 9

9. All piers in the Village shall have posted the pier number assigned by the Geneva Lake Association. Numbers shall be at least four (4) inches tall and in a contrasting color to the pier. The Building Inspector shall review compliance with this requirement as part of the permit process.

## Appointment of Village Administrator

### Ordinance Change Proposals – 10/2021

Situation and Goal: Under current ordinances that Village Administrator is appointed and subject to re-appointment every year. That short period makes it difficult to recruit strong candidates and may encourage short-time horizons in policy and action. There also are inconsistencies between the Ordinance describing the Village Administrator and the Position Description on which the Administrator is recruited and managed. The goal of these ordinance changes is to provide for a longer appointment time and to eliminate inconsistencies.

#### **Proposal Regarding Appointment**

Amend Section 80.3 C as noted in bold text below:

Appointment. The Village Administrator shall be appointed by the Village President and confirmed by the Village Board **for a term of three (3) years at the time of initial hire (or at the expiration of appointment of an incumbent Administrator appointed prior to adoption of this amendment)** on the basis of merit, with due respect to training, experience, administrative ability and general fitness and knowledge of administrative and operational functions of municipal government. The Village Administrator shall be deemed an officer of the Village of Williams Bay. Compensation therefor shall be as determined by the Village Board from time to time

#### **Proposal Regarding Inconsistencies between Ordinance and Job Description**

Amend Section 80.3 D to replace all existing text with the following taken from the current approved Position Description for the Village Administrator

D. General Duties: The Village Administrator shall have the following general duties

(1) Board Relations

- (a) Carry out directives of the Village Board, which requires administrative implementation, reporting promptly to the Village Board any difficulties encountered therein
- (b) Attend all meetings of the Village Board, assisting the President and the Board as required in the performance of their duties.
- (c) Keep the President and Board regularly informed about the activities of the Administrator's office and the current fiscal position of the Village by oral or written report at regular and special meeting of the Village board
- (d) The Village Administrator shall make recommendations from time to time to the Village Board for improving that quality and efficiency of services performed by the Village and for improving the health, safety and welfare of the Village.

(2) Financial

- (a) Serve as the primary staff person in establishing and monitoring the annual operating budget in accordance with all statutory requirements
  - (b) Oversee the work of the Treasurer and serve as the primary staff responsible for monitoring the budget and answering budget inquiries of staff and elected officials. Perform certain accounting tasks to ensure separation of duties to the extent possible including reviews and approves journal entries, approve all Village encumbrances, reviews and approves back deposits.
  - (c) Serve as the purchasing agent for the Village, supervising all purchasing and overseeing the contracting for supplies and services. Prepares for execution of Village contracts.
- (3) Administration
- (a) Administer all day-to-day operations of the Village government, including the monitoring of all Village ordinances, resolutions, Village Board meetings and state statutes.
  - (b) Administer and direct the operation and maintenance of all Village-owned property, lands, building, improvement and eq, and all public ways, ditches, drains and storm sewers and where such duties are otherwise given to other officials, officers and employee of the Village, the Village Administrator shall assist the above officials, officers and employees as the Village Board may from time to time direct.
  - (c) Create drafts of administrative procedures, subject to review by the Village Board, to increase the effectiveness and efficiency of Village government.
  - (d) Oversee the engagement of outside consultants through drafting RFPs or bid requests, review and bids of proposals and make a recommendation to the Village Board.
  - (e) Ensure the thorough and satisfactory completion of all contracted and consultant work.
- (4) Legislative
- (a) Keep informed concerning current Federal, State and County legislation and administrative rules affecting the Village.
- (5) Human Relations
- (a) Serve as personnel officer for the Village with responsibilities to see that complete and current personnel records, including specific job descriptions for all Village employees are maintained, evaluate in conjunction with department directors the performance of all employees on a regular basis, recommend salary and wage scales for Village employees not covers by collective bargaining agreements, assure that the Village employees have proper working conditions, and work closely with department heads to promptly resolve personnel problems or grievances..
  - (b) Administer or direct a designee to ensure that all employees, new and sustained, have had their benefit package fully explained and implemented.
  - (c) The Village Administrator shall work closely with department heads to assure that employees receive adequate opportunity for training in order to maintain and improve their job-related knowledge and skills.

- (d) Recommend to the village Board the appointment, promotion, and, when necessary, for the good of the Village, the suspension or termination of department directors.
  - (e) In consultation with the appropriate department director be responsible for the appointment, promotion and, when necessary for the good of the Village, the suspension or termination of employees below the department director level.
- (6) Community and Government Relations
  - (a) Establish and maintain procedures to facilitate communications between citizens and Village government to assure that complaints, grievances, recommendations and other matters receive prompt attention by the responsible officials
  - (b) Promote the economic well-being and growth of the Village of Williams Bay through public and private sector cooperation.
  - (c) The Village Administrator shall represent the Village in matters involving legislative and intergovernmental affairs as authorized by the Village Board.
  - (d) File all reports required by the State of Wisconsin including, but not limited to: Statement of Assessments, Statement of Taxes, Compliance Maintenance Report, Recycling Grant and Accomplishments, with the exception of the Financial Report Form and the Public Service Commission.
  - (e) Attend promptly to all resident inquiries, concerns, issues, etc., ensuring that all ordinances are followed.
- (7) Secondary, Incidental Duties and Responsibilities
  - (a) Oversee the completion of Village publications on a timely basis to ensure all materials included therein are current.
  - (b) Provide or outsource periodic upgrades to the Village website by uploading new information for public consumption.
  - (c) Attend conferences, seminars, workshops and court proceedings as needed.
  - (d) Have conversations with developers, building, business-owners and others attempting to procure development within Williams Bay. Involve the Village Board as appropriate.

Delete Section E and F

Renumber Section G to be Section E

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN VILLAGE OF WILLIAMS BAY, WISCONSIN  
AND SAFEbuilt WISCONSIN, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between Village of Williams Bay, Wisconsin, ("Municipality") and SAFEbuilt Wisconsin, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

**RECITALS**

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

**2. CHANGES TO SCOPE OF SERVICES**

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

**3. FEE STRUCTURE**

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

**4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar

services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

#### 11. ASSIGNMENT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

#### 12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

| If to Municipality:                                                                                                                                                                             | If to Consultant:                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dave Bretl, Village Administrator<br>Village of Williams Bay<br>250 Williams Street<br>Williams Bay, Wisconsin 53191<br>Email: <a href="mailto:admin@williamsbay.org">admin@williamsbay.org</a> | Joe DeRosa, CRO<br>SAFEbuilt, LLC<br>3755 Precision Drive, Suite 140<br>Loveland, CO 80538<br>Email: <a href="mailto:jderosa@safebuilt.com">jderosa@safebuilt.com</a> |

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Wisconsin, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

\_\_\_\_\_  
Avner Alkhas, Chief Financial Officer  
SAFEbuilt Wisconsin, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Village of Williams Bay, Wisconsin

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title  
Village of Williams Bay, Wisconsin

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## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

#### Building, Electrical, Plumbing, Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

#### Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

#### Permit Technician Services

- ✓ Provide qualified individuals to perform the functions of this position
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Determine permit fees based on Municipal fee schedule as established by ordinance, if requested
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for Municipal Boards and Commissions – if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies

#### As-Requested Code Enforcement Services

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements
- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations as provided/requested in writing by a municipal official
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Address specific code enforcement issues at the direction of Municipality
- ✓ Provide monthly written reports
- ✓ Assist in the preparation of cases for court appearances, provide presentations and attend meetings as requested
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide professional recommendations for code revisions – as needed
- ✓ Make presentations to Municipal boards as requested
- ✓ Provide agreed upon reports to demonstrate our performance against set measurements

#### Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

### 2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- ✓ Provide Community Core in accordance with the terms and conditions of Exhibit C.

### 3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Consultant representative(s) will be available by cell phone and email

| Deliverables                            |                                                                                                                                                                                                                         |                                                                                                                                                                  |                                                                                                                                                                                                 |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>INSPECTION SERVICES</b>              | Inspections requested before 4:00 p.m. completed the following business day                                                                                                                                             |                                                                                                                                                                  |                                                                                                                                                                                                 |
| <b>PRE-SUBMITTAL MEETINGS</b>           | Provide pre-submittal meetings to applicants by appointment                                                                                                                                                             |                                                                                                                                                                  |                                                                                                                                                                                                 |
| <b>PLAN REVIEW<br/>TURNAROUND TIMES</b> | Provide comments within the following timeframes:<br>Day 1 = first full business day after receipt of plans and all supporting documents                                                                                |                                                                                                                                                                  |                                                                                                                                                                                                 |
|                                         | <u>Project Type:</u> <ul style="list-style-type: none"><li>✓ Single-family within</li><li>✓ Multi-family within</li><li>✓ Small commercial within (under \$2M in valuation)</li><li>✓ Large commercial within</li></ul> | <u>First Comments</u> <ul style="list-style-type: none"><li>5 business days</li><li>10 business days</li><li>10 business days</li><li>20 business days</li></ul> | <u>Second Comments</u> <ul style="list-style-type: none"><li>5 business days or less</li><li>5 business days or less</li><li>5 business days or less</li><li>10 business days or less</li></ul> |

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

### 1. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2023 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Full Service Fee Schedule:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                        |
| Inspection Services (permits issued prior to service start date)                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$97.00 per inspection                                                                                                                 |
| Inspection Services (permits issued after service start date) <ul style="list-style-type: none"> <li>• Building, Mechanical, Plumbing, Electrical</li> </ul>                                                                                                                                                                                                                                                                                                                                           | 85% of Municipal fee as established by ordinance                                                                                       |
| Residential Plan Review Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 85% of Municipal fee as established by ordinance                                                                                       |
| Commercial Plan Review Services <ul style="list-style-type: none"> <li>✓ Building, HVAC and Plumbing <ul style="list-style-type: none"> <li>▪ Requires State of Wisconsin approval for Delegated/Certified Municipal Authority</li> <li>▪ Consultant will provide service based upon approval granted by the State of Wisconsin</li> </ul> </li> </ul>                                                                                                                                                 | *85% of fees as stated and calculated in SBD-118 Wisconsin Department of Safety and Professional Services and any subsequent revisions |
| *Consultant fees set forth above for Commercial Plan Review Services are inclusive of the fees required to be paid to the Wisconsin Department of Safety and Professional Services pursuant to Chapter SPS 361 and 302 of the Wisconsin Administrative Code for the Commercial Plan Review and Reporting Services provided by the Consultant pursuant to this Agreement. Consultant shall remit the fees required to be paid to the Wisconsin Department of Safety and Professional Services when due. |                                                                                                                                        |
| Building Official Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Included in percentage of fees above                                                                                                   |
| Permit Technician Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Included in percentage of fees above                                                                                                   |
| <b>Activities/Meetings Where No Permit Fee is Generated - As requested by Municipality</b>                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                        |
| Normal Business Hours – 8:00 am to 5:00 pm                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$85.00 per hour – one (1) hour minimum                                                                                                |
| Other Than Normal Business Hours                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$100.00 per hour – one (1) hour minimum                                                                                               |
| Time tracked includes roundtrip travel time between Consultant's office and Municipality/inspection site.                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                        |
| <b>As-Requested Service Fee Schedule:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                        |
| Code Enforcement Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$65.00 per hour – one (1) hour minimum                                                                                                |
| <b>Community Core Solutions:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                        |
| Optional – included at no cost to the Municipality                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                        |

## **EXHIBIT C – COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS**

Insert next page

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