



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

VILLAGE BOARD OF TRUSTEES MEETING

MONDAY, MARCH 15, 2021 AT 7:00 PM

VIA ZOOM MEETING

WATCH FROM A COMPUTER BY GOING TO: <https://zoom.us/j/93084256841>

LISTEN-IN BY PHONE: 888-475-4499 | MEETING ID: 930 8425 6841#

AGENDA

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

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Minutes
 - A. Village Board meeting minutes of 03-01-2021
 - B. Village Board meeting minutes of 03-03-2021
 - C. Village Board meeting minutes of 03-10-2021
- V. Consent Agenda
 - A. Application of T-Mobile to upgrade certain equipment on the Olive Street water tower
 - B. Culvert Installation - 7 Cedar Point Drive
 - C. Edgewater Park use for Corn and Brat Fest
 - D. Official Naming of Village Dog Park
- VI. Presentation of accounts and petitions
 - A. Payroll period 02-13-2021 thru 02-26-2021; check date 03-05-2021 in the amount of \$41,822.85
 - B. Accounts Payable prepaids dated 03-01-2021 in the amount of \$3,370.47
 - C. Accounts Payable unpaids dated 03-11-2021 in the amount of \$245,692.40
 - D. February Financial Statements
 - E. February EFT Payments in the amount of \$60,101.76
- VII. Plan Commission
 - A. **Planned Development Overlay Concept Plan Review**
APPLICANT: MBC Center, LLC (Owner), Charles Pollard (Agent)
TAX KEY: WBV 00006
STREET ADDRESS: 139 Congress St, Williams Bay, Wisconsin 53191

VIII. Joint Extraterritorial Zoning Committee: pursuant to section 18.171F(A)

- A. None**

IX. Public Comments

X. President's Remarks

- A. New Village Administrator Update**
- B. Petition for Direct Legislation Update**
- C. Upcoming Election**
- D. GLLEA Court Cases Moving to Fontana Municipal Court Update**

XI. Ordinances and Resolutions

- A. None**

XII. Committee Reports

A. Protective Services, Trustee Vlach - Chair

- 1. Replacement of Police Department duty rifles
- 2. Renewal of the School Resource Officer (SRO) agreement

B. Finance & Personnel, Trustee Parker - Chair

- 1. Funding approval for Police Department duty rifles
- 2. Austin Pier Service Contract
- 3. Contract for Building Inspection Services

C. Parks & Lakefront, Trustee D'Alessandro - Chair

- 1. No Report

D. Building, Zoning, & Ordinance, Trustee Wright - Chair

- 1. No Report

E. Water & Sewer, Trustee Umans - Chair

- 1. 2021 Water & Sewer Budget

F. Streets & Highways, Trustee McMannamy - Chair

- 1. No Report

XIII. Public Comments

XIV. Other Items for Discussion, Consideration, or Action

- A. Granting permission to ECS Midwest, LLC to enter upon Village property to take soil borings and approving appropriate contract documents with ECS Midwest, LLC and the Geneva Lake Conservancy relative to the Southwick Creek Realignment Study**

XV. Adjournment

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



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UNOFFICIAL MINUTES VILLAGE BOARD OF TRUSTEES MONDAY, MARCH 1, 2021 AT 6:00 P.M. VIA ZOOM WEBINAR

Call to Order

Meeting was called to order by President Duncan at 6:00pm.

Roll Call

Present: President Duncan, Trustees McMannamy, Umans, Vlach, D'Alessandro (6:48-7:46) and Parker (6:57-7:46).

Also present: Interim Administrator Bretl, Clerk Pankau, Police Chief Timm (6:29-7:46), Public Works Director Edwards, Library Director Schnupp, Recreation Director Rowland and Justin LaRue; CivicClerk (6:05-6:43).

Excused: Trustee Wright.

Pledge of Allegiance

CivicClerk User Training Session

Justin LaRue from CivicClerk gave a presentation on how to use CivicClerk as a Board Member, Staff Department Head and Resident.

Minutes

Vlach/Umans motion to approve the Village Board Meeting minutes of February 15, 2021. Unanimously carried.

Umans/Vlach motion to approve the Closed Village Board Meeting minutes of February 15, 2021. Unanimously carried.

Consent Agenda

A. Water Main Condition Study

Umans/Vlach motion to approve the consent agenda. Unanimously carried.

Presentation of accounts and petitions

Duncan/Umans motion to approve Payroll period 01-30-2021 thru 02-12-2021; check date 02-19-2021 in the amount of \$37,763.68. Unanimously carried.

Duncan/Umans motion to approve Library Accounts Payable dated 02-16-2021 in the amount of \$13,295.22. Unanimously carried.

Duncan/Umans motion to approve Accounts Payable unpaid dated 02-26-2021 in the amount of \$438,136.62. Unanimously carried.

Plan Commission

None

Joint Extraterritorial Zoning Committee: pursuant to section 18.171F(A)

No Hearing

Public Comments

None

President's Remarks

- Options for action by the Village Board regarding the Petition for Direct Legislation will be discussed later in the meeting.
- Citizens can now go into the Village Hall for counter service during office hours. Masks and social distancing are requested. The Staff and Board are working on a plan to have hybrid meetings in the future using the OWL Software so that Trustees and select people can be in-person and everyone else can be online.
- There will be a Meet and Greet event tomorrow, March 2nd, from 6:00pm-8:00pm to meet the final candidates for the Village Administrator position. Masks and social distancing will be required. Each candidate will make a 30-minute presentation and answer questions. On Wednesday morning (March 3rd) the Village Board will have a Closed Session meeting to interview the candidates and potentially choose one to extend an offer to.
- GLLEA Court Cases have been moved to Fontana's Court. The GLLEA Board votes on a budget annually and part of that vote decides which Court the cases go to.

Ordinances and Resolutions

Duncan/Umans motion to approve R-4-21 Urging the State of Wisconsin to include certain Municipal Employees in the COVID-19 Priority Group 1B. Unanimously carried.

Committee Reports**Finance & Personnel, Trustee Parker- Chair**

No Report

Protective Services, Trustee Vlach – Chair

No Report

Parks & Lakefront, Trustee D'Alessandro – Chair

No Report

Building, Zoning & Ordinance, Trustee Wright – Chair

No Report

Water & Sewer, Trustee Umans - Chair

Trustee Umans stated that at a previous meeting a resident asked if our Water Plant is protected from computer hacking. Trustee Umans looked into this concern and reported that although nothing is really safe from hacking, Williams Bay's water chemical processing is not controlled by computers and therefore cannot be hacked.

Streets & Highways, Trustee McMannamy – Chair

No Report

Public Comments

None

Other Items for Discussion, Consideration, or Action

1. 2021 Fireworks Show

President Duncan explained that the Board needs to decide if they would like to have the fireworks show this year so that the Village Staff can solicit donations along with the next Water Bill later this month. The Trustees discussed that they would like to do the fireworks show this year even if the Lions Club does not do the Corn and Brat Fest.

D'Alessandro/Umans motion to approve the 2021 Fireworks Show.

Clerk Pankau asked for the motion to include the date of the show and the amount that the Board would like to spend on the fireworks.

D'Alessandro/Umans motion to amend the original motion to include the show date being August 14, 2021 with the spending of \$25,000.00 on the fireworks. Unanimously carried.

2. Petition for Direct Legislation

President Duncan explained that Clerk Pankau certified the signatures and corrections made to the original submittal and found that the Petition qualifies for certification. Duncan stated that the Village Attorney has shared that he does not believe the Petition is an appropriate subject for direct legislation according to State Statute criteria. Duncan explained that the Board could vote no and not send it to referendum, vote yes and send it to referendum, vote yes and pass it, or refer it to the BZO Committee for a closed session with the Village Attorney to discuss liabilities.

Interim Administrator Bretl explained that a Petition must be an appropriate subject for Direct Legislation according to the criteria listed in the State Statutes and that the Village Attorney does not believe this Petition meets that criteria. Bretl explained that if the Board still wants to look at sending it to referendum, it would be on the April 2022 ballot unless a special Village Election is held and he suggested that it go to the BZO Committee for a Closed Session with the Village Attorney to understand the liabilities of that action.

Trustee D'Alessandro stated that he would like to see it go to BZO to get questions answered by the Attorney. D'Alessandro stated that moratoriums have happened in the past and that the Board shouldn't be taking any re-zone requests right now until they go through the Comprehensive Plan Update.

Trustee McMannamy stated that this particular group has been asking for transparency and open meetings so she doesn't believe that a closed session meeting would be a good response.

Trustee Umans explained that he wants to see a big public meeting in open session but is worried about the timing since this has been going on for a year. Umans stated that the land will eventually be sold regardless and that the Village does not own the land. Umans said that the University of Chicago has been good to Williams Bay and their plan for the three houses is a good one, otherwise it will be sold zoned as Institutional anyways and then the Village would start over.

Trustee Parker stated that the responsible thing to do is to have a closed session with the Attorney to understand everything before taking action one way or the other.

Trustee D'Alessandro stated that he feels like the Board owes it to the many people who signed the Petition to explore it with the Attorney and deliberate it.

Interim Administrator Bretl stated that if no action is taken within 30 days of the Clerk's certificate, the Petition will automatically go on the ballot in April of 2022. Bretl reminded the Board that the University of Chicago is still in the process of getting the land re-zoned to residential and the Board still has the option to approve or deny that.

Trustee Vlach stated that if the Board puts the Petition to referendum that the Village would get into legal trouble with the University of Chicago and he feels that the Board should not approve the Petition or referendum, but to follow up with the public at the meeting regarding the re-zone.

Trustee McMannamy stated that the Village Board and Staff are doing the best they can with the Public Hearings, but right now meeting in an Auditorium isn't feasible with the pandemic going on.

President Duncan stated that he is actively considering a public meeting in the school's gym in April for listening purposes only, but that tonight the Board needs to decide on the Petition specifically.

Trustee Parker stated that right now the University of Chicago could build a dormitory on that land since it is Institutional and that the Board is being asked to stop a single property owner from developing their own property. Parker stated that the past moratorium was on an annexation into the Village, not stopping a property owner from building on their land.

Trustee Umans stated that the Village does not own the property and if the Board pushes this down the road too far the University will sell it as Institutional and someone could build a dormitory.

Umans/Duncan motion to not approve the Petition request and to not approve to move it to referendum.

Trustee McMannamy stated that she does not want to discount efforts that the group made and that she congratulates them, but that she has to agree not to approve it to not mess up the deal between the University of Chicago and Yerkes Future Foundation.

Trustee D'Alessandro stated that he wants to see further discussion and wishes that Trustee Wright was present to vote.

Trustee Vlach stated that he has no objection for further discussion but does believe that action needs to be taken tonight. Vlach stated that he does not think it is right to move something to referendum when the Village Attorney is suggesting not to and that the Village cannot deny the property owners rights of using their property the way that it is currently zoned.

Trustee McMannamy stated that the Village is lucky to have a lot of green space with KNC and the lakefront and that the University of Chicago has promised to keep the lake path intact. McMannamy stated that the University of Chicago has gone above and beyond to serve Williams Bay and this decision is not taken lightly.

Trustee Parker stated that he appreciates the group who took the time on this but has heard the Village Attorney's opinion and is ready to vote tonight.

Trustee D'Alessandro stated that the Village should not re-zone anything until the Comprehensive Plan update is done. D'Alessandro stated that he wants to see it go to the BZO Committee to recognize the people who signed the petition and tell them a plan from there.

Roll Call Vote: Aye-Duncan, Parker, McMannamy, Vlach and Umans. Nay-D'Alessandro. Motion carries.

Adjournment

Umans/Vlach motion to adjourn at 7:46pm. Unanimously carried.

/s/ Jackie Pankau, Village Clerk

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



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UNOFFICIAL MINUTES

VILLAGE BOARD OF TRUSTEES

WEDNESDAY, MARCH 3, 2021 AT 10:00 A.M.

VIA ZOOM WEBINAR

Call to Order

Meeting was called to order by President Duncan at 10:00am.

Roll Call

Present: President Duncan, Trustees D'Alessandro, Parker, Vlach, McMannamy, Wright and Umans.

Also present: Interim Administrator Bretl and Kevin Brunner; PAA

Parker/Wright motion to enter into a closed session pursuant to Wis. Stats. § 19.85(1)(c) for the purpose of considering employment of an employee over which the governmental body has jurisdiction or exercises responsibility at 10:01am.

- a. Consideration of applicants for the position of Village Administrator.

Roll Call Vote: Aye-Duncan, Parker, McMannamy, D'Alessandro, Vlach, Wright and Umans. Nay-none.

Motion carries.

Umans/Vlach motion to reconvene into open session at 3:30pm. Unanimously carried.

Possible discussion of/action for those items discussed in closed session

Parker/Vlach motion to direct PAA to negotiate with Village's preferred candidate. Unanimously carried.

Adjournment

D'Alessandro/McMannamy motion to adjourn at 3:35pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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UNOFFICIAL MINUTES VILLAGE BOARD OF TRUSTEES MONDAY, MARCH 10, 2021 AT 6:15 P.M. VIA ZOOM WEBINAR

Call to Order

Meeting was called to order by President Duncan at 6:15pm.

Roll Call

Present: President Duncan, Trustees D'Alessandro, Parker, Wright, Umans and Vlach(6:22pm).

Excused: Trustee McMannamy

Also present: Interim Administrator Bretl and Treasurer Peternell.

Approval of employment agreement by and between the Village of Williams Bay and Becky Tobin

President Duncan stated that the Board may consider this item in open session or may convene in closed session pursuant to the exemption contained in section 19.85(1)(e) of the Wisconsin Statutes for the purpose of conducting other specified public business whenever competitive or bargaining reasons require a closed session. It was the consensus of the Board to discuss item in open session.

Duncan/Umans motion to approve the employment agreement between the Village of Williams Bay and Becky Tobin. Unanimously carried.

Appointment of Becky Tobin as Village Administrator.

Duncan/D'Alessandro motion to appoint Becky Tobin as Village Administrator. Unanimously carried.

Adjournment

D'Alessandro/Vlach motion to adjourn at 6:27pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

Recommendation of Conditional Approval T-Mobile Upgrade:

**ANCHOR - INSTALLATION OF (6) NEW ANTENNAS, (3) RRUS
& (2) HCS 2.0 BREAKOUT BOXES ON EXISTING HANDRAIL
ON TOP OF WATER TANK AND UPGRADE OF GROUND
EQUIPMENT INSIDE LEASE AREA**

Northwest Water Tower – Near Olive Street

Village of Williams Bay

February 8, 2021

T-Mobile is requesting approval to install six new antennas, and other miscellaneous components, on the existing handrails on the Northwest Water Tower. Enclosed are the reviewed structural calculations and plan improvements dated October 7, 2020, sealed by Seemesh M. Sethi, PE, KCS Corporation for T-Mobile. Ms. Karol Fahey from Insite Inc., consultant to T-Mobile, provided the submittal. We recommend approval of the planned improvements with the following conditions:

1. There are existing OSHA clearance issues with the existing and proposed equipment; the clearance issues would not exist except for the equipment of the carriers, including T-Mobile; Make T-Mobile responsible for the OSHA issues until their facilities are removed from the tank at the time of repainting of this water tower in approximately 2023.
2. Provide a letter from T-Mobile agreeing to be part of the installation of a new structure and new access to the structure in approximately 2023, as part of the repainting of the existing Northwest Water Tower; see the attached Concept Plan dated 12-16-20. The project is expected to cost \$360,000; the available carriers would split the actual project cost. We were unable to obtain this letter from Karol Fahey; we are unsure if T-Mobile is even aware of the request.
3. That the Village allow the self-supported tower shown on the Concept Plan dated 12-16-20.

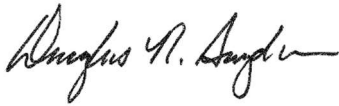
Background

- In April of 2020, the Village requested T-Mobile (and other carriers) to relocate their facilities from the Northwest Tower to the recently repainted Theatre Road Water Tank. In June of 2020, Insite Inc. responded on behalf of T-Mobile, noting that T-Mobile would prefer to be on a separate structure on the same site. The Northwest Water Tower site is geographically preferred to the Theatre Road Water Tower site. See the attached April 6, 2020, June 16, 2020, and June 22, 2020 correspondence.
- In August of 2020, Insite, Inc. requested record information on the existing Northwest Water Tower.
- After October 7, 2020 the Village received the plans for the proposed six new antennas; this surprised us because of the June 16, 2020 correspondence. This was the first we were aware that T-Mobile wanted to modify the existing facilities on the existing tank in advance of the planned relocation at the time of repainting of the Northwest Water Tower.
- In December of 2020, we forwarded the attached Concept Plan for the separate antenna structure and requested the letter from T-Mobile. This would enable T-Mobile (other carrier

also) to pay to remove their facilities once. It would prevent the need for them to install their own temporary pole, remove their existing facilities from the water tower, and then reinstall their facilities on the repainted water tower.

- Since October of 2020, Karol has made several attempts with several staff members to separate this approval from the commitment of T-Mobile to participate in the attached Concept Plan at the time of the Northwest Tower repainting; she cites the existing May 11, 2009 lease agreement and ignores the June 16, 2020 correspondence. She may be present at upcoming meetings to better explain T-Mobile's position on this issue. We ask that you consider having the Village Attorney review the lease agreement and be part of the discussions.

Status of Engineer's Approval: Recommended for Approval with Noted Conditions



Douglas R. Snyder, PE

WWUP 00022

Area to be cleared

WWUP 00002

WWUP 00022

Proposed self-supported tower
for antenna carriers
50' to north and west
lot lines

WLAK 00122

0003A 240
WWUP 00003A

Existing water tower
and antenna
location

WLAK 00123

WCA 00019

WCA 00110

Provide a site design
that allows for an
additional carrier

WLAK 00124

WLAK 00134

Proposed access from
Wesley Street.
Requires basement.

WESLEY

WESLEY ST

LOCKWOOD

WLAK 00126

WLAK 00126

WLAK 00125

WLAK 00127

WLW2 00002

WLW2 00005

WLW2 00006

WLW2 00009

NOTE: Existing access extends
from Olive Street.

LAKEWOOD
COURT

WLAK 00128

NW Tower

WALWORTH COUNTY, WISCONSIN

1 inch = 83 feet

Author:
Map Produced on: 12/9/2020

Wisconsin State Plane Coordinate System, South Zone

Horizontal Datum: NAD83/2011

Walworth County Information Technology Department

Land Information Division

1800 County Trunk Rd

Elkhorn, Wisconsin 53121-4001

DATE: 12/9/2020 THE INFORMATION PROVIDED CONTAINS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ACCURACY, COMPLETENESS, AND FITNESS FOR ANY PURPOSE. THE INFORMATION IS PROVIDED AS IS.

CONTAINED HEREIN WILL BE ACCEPTED AS AN OFFICIAL DOCUMENT.

Improvement Description and Preliminary Opinion of Probable Cost

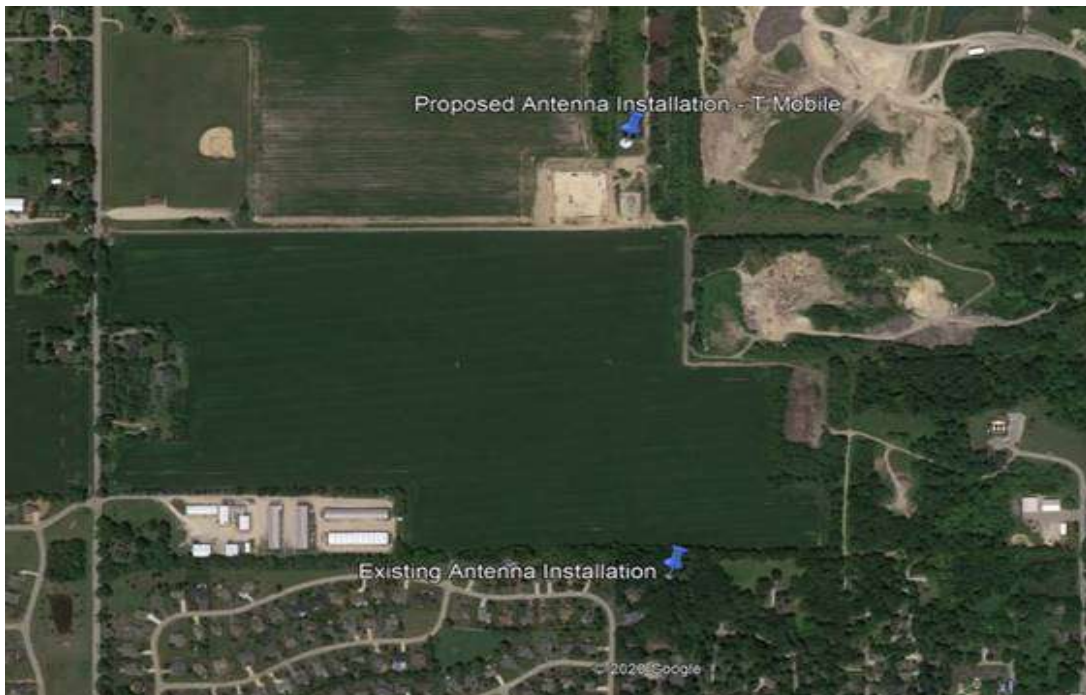
Northwest Water Tower - Antenna Carrier Improvements
Village of Williams Bay

Item	Approximate Quantity	Unit Price	Amount
Tree Clearing and Site Access Drive	1 LS	\$ 45,000	\$45,000
Geotechnical Investigations and Legal Survey	1 LS	\$ 9,000	\$9,000
Antenna and Foundation	1 LS	\$145,000	\$145,000
Security Fence at Antenna Base	1 LS	\$ 8,000	\$8,000
Access to Wesley Street and Easement	1 LS	\$ 50,000	\$50,000
Coordination of Carriers / Design Requirements	1 LS	\$ 10,000	\$10,000
Permitting and Review	1 LS	\$ 10,000	\$10,000
Construction Cost			\$277,000
Engineering and Contingencies (30%)			\$83,000
Project Cost			\$360,000

Improvement Description

There are at least two antenna carriers on the water tower at the Northwest Tower site and one carrier on the water tower at the Potawatomi site. The Village's long-term plan is to consolidate the carriers either on the water tower on the Theatre Road site or on a self-supported tower at the Northwest Tower site. The carriers prefer the Northwest Tower site. This improvement will allow the Village to comply with safety regulations required for the climbers at the Northwest Tower site and allow the Village to either repair and repaint or remove the individual water towers from service in the future. The current plan is to keep the Theatre Road and Northwest locations for elevated storage; see below for a aerial photo showing these locations. The improvements at the Northwest Tower site include construction of a 125 foot antenna at the northwest corner of the Northwest Water Tower Site and access improvements to get to the site. These improvements will save the carriers cost associated with removal and replacement of the antennas and cables in order to repaint the elevated storage tanks. See the December 16, 2020 Concept Plan for the Northwest Tower Antenna Carrier Improvements.

Location Sketch



Douglas R. Snyder

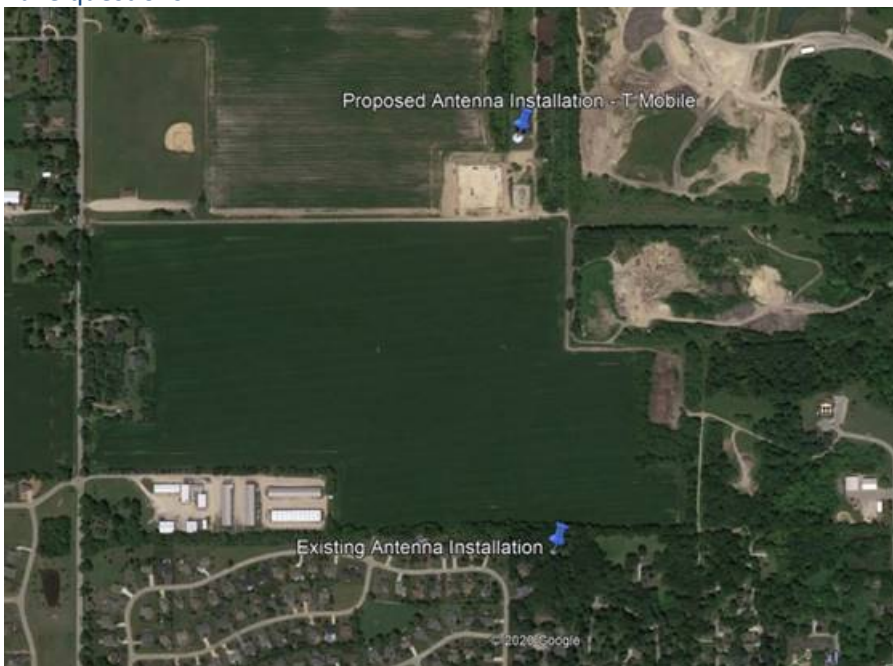
From: Douglas R. Snyder
Sent: Monday, April 6, 2020 4:46 PM
To: Tina.Whelan@t-mobile.com
Cc: James Weiss (admin@williamsbay.org); Wayne Edwards
Subject: FW: ML70553B Williams Bay Cell Tower T-Mobile
Attachments: Northwest Tower - T-Mobile.pdf; North - Utility.pdf; Tank and Foundation Design Calculations.pdf; Tank Drawings.pdf; T - Mobile Antenna Move.kmz

Hi Tina,

Thanks for taking my call this afternoon; we are the Village Engineer for Williams Bay. Attached is a Google Earth map (also snip below) showing both your existing site and the site I would like you to relocate to after the summer of 2021. Also attached is a recent inspection report containing photos, the original tank calculations and drawings, and the plans you prepared in 2009 for the current installation. The Village is blasting and repainting the tank at the proposed location prior to the summer of 2021 and has plans to do something similar to the tank you currently occupy in the next 3 years.

We are hoping that this move will prevent you from the costs associated with installing a temporary pole and temporary antennas when the Village blasts and repaints the tank you are currently on in about 3 years. Your antennas are also creating space and safety issues within the access tube of the tank you currently occupy.

Please have someone contact us to confirm that you are able to make the site change, your proposed schedule, and let us know what you need from the Village for that to occur. This is a lot of material and a big request—let me know if you have questions.



Douglas R. Snyder, P.E.
Regional Manager



direct: 815.444.3349 | mobile: 262.492.1462

email: dsnyder@baxterwoodman.com

www.baxterwoodman.com

256 S. Pine St., Burlington, WI 53105

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From: James Weiss <admin@williamsbay.org>
Sent: Monday, April 6, 2020 3:37 PM
To: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Subject: Fwd: ML70553B Williams Bay Cell Tower T-Mobile

Hi Doug,

Do you wish to speak to this lady to discuss your proposed future changes?

Jim

----- Forwarded message -----

From: Whelan, Tina <Tina.WheLAN@t-mobile.com>
Date: Mon, Apr 6, 2020 at 3:29 PM
Subject: RE: ML70553B Williams Bay Cell Tower T-Mobile
To: James Weiss <admin@williamsbay.org>

Good afternoon Mr. Weiss, this has been forwarded to me. How can I help you? Below you mention that you are contemplating some changes with our water towers and our engineer would like to discuss these changes with T-Mobile. I am available to speak to you or find out what type of changes you are contemplating so I can direct you to the appropriate department if necessary. Please feel free to call or email me at your earliest convenience.

Regards,

Tina Whelan
Sr. Specialist, Technology Property Management

425-383-9588

T-Mobile

[National Development Portal](#)

Douglas R. Snyder

From: Ryan Mouw <mouw@insite-inc.com>
Sent: Tuesday, June 16, 2020 11:49 AM
To: Douglas R. Snyder
Cc: Karol Fahey
Subject: ML70553B (Northwest Water Tank - 250 Olive Street, Williams Bay, WI) - Re-painting of Water Tank Discussion

Doug –

Thank you for your time over the phone this morning. To summarize our discussion, the re-painting of above referenced water tank in Williams Bay, WI will commence sometime 2022. There are currently multiple cellular providers with equipment on this water tank and you indicated at some point prior to 2022 you'd like to see a separate structure built to accommodate all the carriers. This proposed separate structure would be a permanent relocation, even after the water tank is re-painted, and built/maintained by Williams Bay (government). You also cited safety concerns with the existing antenna facility at this water tank. In terms of the proposed modification and upgrade work T-Mobile was beginning to plan at this water tank site, they will be the ones assessing the situation based on this information and ultimately deciding whether to move forward or delay work – we can certainly keep you updated.

I have copied my colleague Karol on this message as you've requested to communicate directly with T-Mobile with the hopes of facilitating directly with them. As mentioned we handle all the leasing and site work on behalf of T-Mobile however Karol would perhaps be able to further assist/direct you.

Lastly, thank you for confirming your firm, Baxter & Woodman, is the 3rd party reviewer for Williams Bay, WI. We have made note.

Please feel free to add anything I may have missed & please don't hesitate to reach out to us anytime. Thank you Doug.

Best Regards,

Ryan Mouw



1s660 Midwest Road, Suite 140
Oakbrook Terrace, IL 60181
Mobile: 708-638-1723
mouw@insite-inc.com
www.Insite-Inc.com

This email may contain confidential or privileged material. Use or disclosure of it by anyone other than the recipient is unauthorized. If you are not an intended recipient, please delete this email.

Douglas R. Snyder

From: Douglas R. Snyder
Sent: Monday, June 22, 2020 12:29 PM
To: Wayne Edwards
Cc: James Weiss (admin@williamsbay.org)
Subject: Main Contacts at T-Mobile and US Cellular

Jim and Wayne,

TMobile is also interested in relocating off of the NW water tower if the Village is willing to get approval for a self-supporting tower on the same parcel that is about 10 feet higher than the top of the NW tower. They are also willing to share this structure with US Cellular. Supposedly the two contact persons listed below work together often. I informed him that Maguire offered to build the tower. Ray noted that he doubted that it would be without cost to the Village. TMobile wanted reduced monthly payments if they were to invest in the self-supported tower.

I will put a common request into both parties for a joint meeting at the Village if we can agree internally that we can get the zoning permit for permanent self-supported tower on that same site.

This structure: T-Mobile Site Number ML70553B; US Cellular Site Number 786318. We need to reference this when we talk to each of them.

Ray Shinkle, Insite Inc., T-Mobile Representative
Phone: 773-960-8781
shinkle@insite-inc.com

David G. Elke, Senior Director, Maguire Development
Phone: 224-856-8101
delke@maguiredevcorp.com

Doug

From: Wayne Edwards <wedwards@williamsbay.org>
Sent: Monday, June 22, 2020 11:42 AM
To: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Subject: Fwd: ML70553B (Northwest WT, 250 Olive Street, Williams Bay, WI) - Please confirm no permitting

Doug, did you get the chance to talk to this company? I see they are still asking permit information.

Best Regards,
Wayne Edwards DPW
Village of Williams Bay

----- Forwarded message -----

From: **Ryan Mouw** <mouw@insite-inc.com>

Date: Mon, Jun 22, 2020, 11:38 AM

Subject: ML70553B (Northwest WT, 250 Olive Street, Williams Bay, WI) - Please confirm no permitting

To: pbipermit@icloud.com <pbipermit@icloud.com>

Cc: wedwards@williamsbay.org <wedwards@williamsbay.org>, Karol Fahey <kfahey@insite-inc.com>

Joe –

As you may recall we spoke back on 6/9 and at the time you mentioned there is no Williams Bay permitting required for the planned T-Mobile modification and upgrade work at the above referenced site. Please confirm.

Thank You,

Ryan Mouw



1s660 Midwest Road, Suite 140

Oakbrook Terrace, IL 60181

Mobile: 708-638-1723

mouw@insite-inc.com

www.Insite-Inc.com

This email may contain confidential or privileged material. Use or disclosure of it by anyone other than the recipient is unauthorized. If you are not an intended recipient, please delete this email.

March 3, 2021

Dave Bretl, Administrator
Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191

Subject: Culvert Installation – 7 Cedar Point Drive

Dear Mr. Bretl,

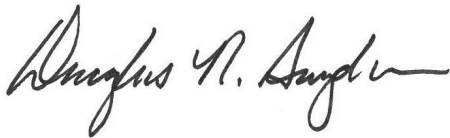
As required by the enclosed developer agreement, we observed the construction of the culvert installation under the public roadway at 7 Cedar Point Drive. Enclosed is a final lien waiver from RJ Underground, contractor for the developer, product information on the culvert end sections, photos of the upstream and downstream ends of the installation, a note from the developer that the installation appears to be operating properly, and record drawings for the installation.

Please verify that recorded easements exist for 7 Cedar Point Drive and 14 Cedar Point Drive prior to acceptance.

We recommend that the Village accept the culvert installation and release the guarantee to the Developer.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, P.E.

DRS/drs
Encs.

C: Michael Rutkowski, Developer
Wayne Edwards, DPW

FINAL WAIVER OF LIEN

STATE OF WISCONSIN
COUNTY OF KENOSHA

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by

to furnish
for the premises known as
of which

Miller Morgan LLC

Directional Drilling

Williams Bay 12" Culvert

Village of Williams Bay

is the Owner.

THE undersigned, for and in consideration of

Twenty Thousand 00/100

(\$ 20,000.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged

does hereby waive and release any and all lien, or claim of lien, or right to lien, with respect to and on the above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery, heretofore furnished, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

2/2/2021

Signature and Seal:

Company Name & Address: RJ Underground Inc., 5330 50th Street, Ste 200, Kenosha, WI 53144

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF KENOSHA

TO WHOM IT MAY CONCERN:

The undersigned (NAME) Michael McCormick

being duly sworn, deposes and says that he is (position) Vice President

of the (Company) RJ Underground, Inc

who is the contractor furnishing Directional Drilling

work on the building located at Williams Bay 12" Culvert

owned by Village of Williams Bay

That the total amount of the contract including extras* is \$ 20,000.00

on which he has received payment of

\$ -

prior to this payment. That all waivers are true, correct and genuine and

delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and address of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESS	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
RJ Underground, Inc	Directional Drilling	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 20,000.00	\$ -	\$ 20,000.00	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this

2

day of

February

2021

Signature:

Subscribed and sworn to before me this

2

day of

February

2021

Signature:

Notary Signature & Seal

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO
CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO
THE CONTRACT

FINAL WAIVER OF LIEN

STATE OF WISCONSIN
COUNTY OF KENOSHA

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Miller Morgan LLC
to furnish Directional Drilling
for the premises known as 7 Cedar Point Drive
of which Michael & Mark Rutowski is the Owner.

THE undersigned, for and in consideration of Twenty Thousand 00/100
(\$ 20,000.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged ,

does hereby waive and release any and all lien, or claim of lien, or right to lien, with respect to and on the above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery, heretofore furnished, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

2/2/2021

Signature and Seal:

Company Name & Address: RJ Underground Inc., 5330 50th Street, Ste 200, Kenosha, WI 53144

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF KENOSHA

TO WHOM IT MAY CONCERN:

The undersigned (NAME) Michael McCormick
being duly sworn, deposes and says that he is (position) Vice President
of the (Company) RJ Underground, Inc
who is the contractor furnishing Directional Drilling
work on the building located at 7 Cedar Point Drive
owned by Michael & Mark Rutowski

That the total amount of the contract including extras* is \$ 20,000.00
on which he has received payment of \$ - prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and address of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESS	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
RJ Underground, Inc	Directional Drilling	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 20,000.00	\$ -	\$ 20,000.00	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 2 day of February 2021

Signature: [Signature]

Subscribed and sworn to before me this 2 day of February 2021

Signature: [Signature]

Notary Signature & Seal

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO
CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO
THE CONTRACT

FINAL WAIVER OF LIEN

STATE OF WISCONSIN
COUNTY OF KENOSHA

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by

to furnish
for the premises known as
of which

Miller Morgan LLC

Directional Drilling

14 Cedar Point Drive

Miller Morgan LLC

is the Owner.

THE undersigned, for and in consideration of

Twenty Thousand 00/100

(\$ **20,000.00**) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged ,

does hereby waive and release any and all lien, or claim of lien, or right to lien, with respect to and on the above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery, heretofore furnished, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

2/2/2021

Signature and Seal:

Company Name & Address: **RJ Underground Inc., 5330 50th Street, Ste 200, Kenosha, WI 53144**

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF KENOSHA

TO WHOM IT MAY CONCERN:

The undersigned (NAME) **Michael McCormick**

being duly sworn, deposes and says that he is (position) **Vice President**

of the (Company) **RJ Underground, Inc**

who is the contractor furnishing **Directional Drilling**

work on the building located at **14 Cedar Point Drive**

owned by **Miller Morgan LLC**

That the total amount of the contract including extras* is \$ **20,000.00**

on which he has received payment of

\$ **-**

prior to this payment. That all waivers are true, correct and genuine and

delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and address of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESS	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
RJ Underground, Inc	Directional Drilling	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 20,000.00	\$ -	\$ 20,000.00	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this

2

day of

February

2021

Signature:

Subscribed and sworn to before me this

2

day of

February

2021

Signature:

Notary Signature & Seal

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO
CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO
THE CONTRACT





Douglas R. Snyder

From: Michael Rutkowski <mrutkowski@condomanagement.com>
Sent: Tuesday, March 2, 2021 7:37 PM
To: Douglas R. Snyder
Cc: Village Administrator
Subject: Re: Culvert Deposit

None that I am aware of.

Kind Regards,

Michael E. Rutkowski | President | First Community Management | 312.829.8900

> On Mar 2, 2021, at 6:03 PM, Douglas R. Snyder <dsnyder@baxterwoodman.com> wrote:

>

> Mike,

> I need to get my recommendation for acceptance in front of committee yet. Are there any issues with the function that you are aware of?

>

> Doug

>

> Sent from my iPhone

>

>> On Mar 2, 2021, at 4:22 PM, Michael Rutkowski <mrutkowski@condomanagement.com> wrote:

>>

>> Can either of you give me an ETA on the return of my \$30,000 deposit or let me know if there is something I need to do to make it happen?

>>

>> Kind Regards,

>>

>> Michael E. Rutkowski | President | First Community Management | 312.829.8900



Steel end section with trash guard.



STEEL END SECTIONS FOR HDPE

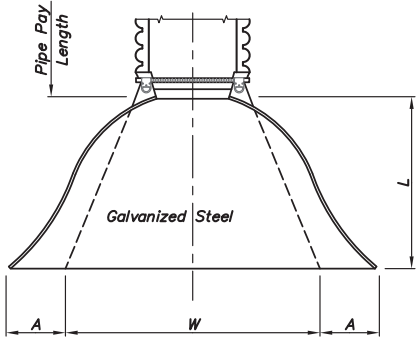


END SECTIONS FOR HDPE PIPE								
Dia.	Gauge	Weight	* A	* H	* L	* W	Slope	Overall Width
6"	18	10	4	3	8	12	2	20"
8"	18	14	5 3/4	4	14 1/2	16	2 1/4	27 1/2"
10"	18	17	7 5/8	6	14 1/2	20	2 1/2	35 1/4"
12"	16	25	7	6	21	24	2 1/2	38"
15"	16	33	8	6	26	30	2 1/2	46"
18"	16	42	8	6	31	36	2 1/2	52"
21"	16	49	9	6	36	42	2 1/2	60"
24"	16	65	10	6	41	48	2 1/2	68"
30"	14	123	12	8	51	60	2 1/2	84"
36"	14	135	14	9	60	72	2 1/2	100"
42"	12	320	16	11	69	84	2 1/2	116"
48"	12	375	18	12	78	90	2 1/4	126"
54"	12	440	18	12	84	102	2 1/4	138"
60"	12/10	610	18	12	87	114	2	150"

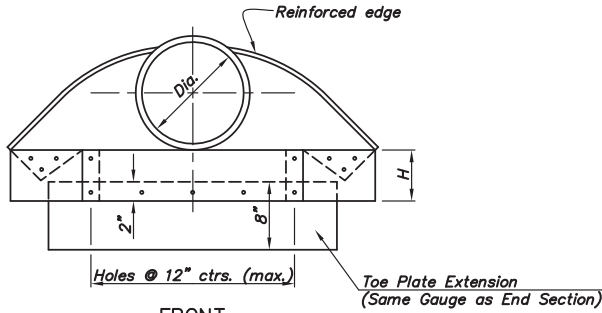
Toe plate extensions where specified, to be punched to match holes in apron lip. 3/8" bolts to be furnished. The length of toe plate to be as follows: W + 10" for 12" to 30" diameter pipes inclusive. W + 20" for 36" to 60" diameter pipes inclusive.

Multiple panel end sections shall have lap seams which are to be tightly jointed by bolts. Corner plate, and toe plate to be same gauge as end section.

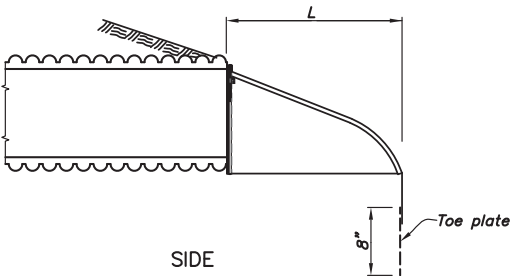
* - Dimensions in Inches Plus or Minus Standard Shop Tolerance.



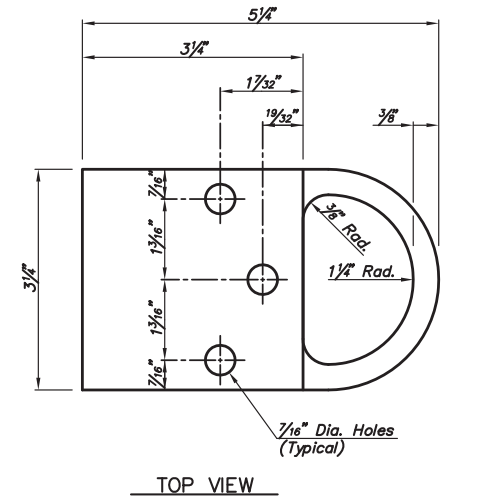
PLAN



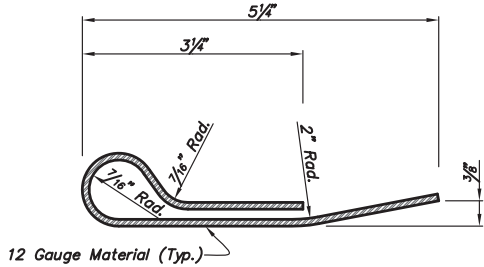
FRONT



SIDE

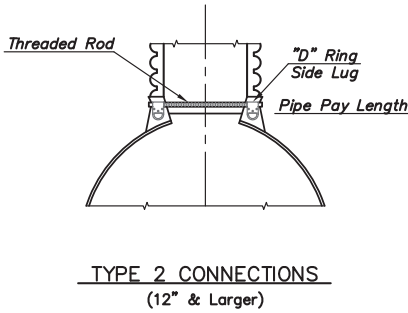


TOP VIEW



SIDE VIEW

"D" RING SIDE LUG
TYPE 2 ATTACHMENT DETAILS



Revisions		
No.	Date	
STANDARD END SECTION FOR HDPE PIPES		

INSTALLATION OF STEEL END SECTIONS ON HDPE PIPE

Steel end sections for HDPE pipe will be supplied with a type 2 rod connection. This connection consists of a threaded rod with two flanged nuts.

The "D-Ring" side lug on the steel end section will prove to be very useful during the installation process. The "D-Ring" can be used when lifting or moving the end section and it will be instrumental in pulling the top of the end section snugly onto the HDPE.

Upon delivery the "D-Ring" will be nearly flush against the ears of the end section. The "D-Ring" on each side lug can be easily bent up with the use of ordinary tools. Once the "D-Ring" is bent up, install the end section on the first corrugation of the HDPE pipe. With the steel end section in place and the floor of the end section level use a come-along. The hooks of the come-along should be inserted into the "D-Rings". When you begin tightening, the ears of the end section will move closer together. It's important you do not over-tighten - just make the fit snug.

When you have achieved a snug fit, insert the threaded rod through the 3/4" hole on each side lug. After making sure the rod rests in the corrugation of the HDPE, tighten the flanged nuts on the ends of the rod. When the end section is securely installed remove the come-along.



Specifications: the material used in manufacturing steel end sections was fabricated in compliance with the specification requirements of AASHTO M218, AASHTO M36 and the State Highway Department. The manufacture conforms to "BUY AMERICA" using only domestic steel.

**DEVELOPMENT AGREEMENT FOR
STORM WATER/SURFACE WATER DRAINAGE SYSTEM**

This Agreement made this 23RD day of DECEMBER, 2020 between Michael Rutkowski and Mark Rutkowski hereinafter called "Developer," Miller Morgan Co., LLC, hereinafter called "LLC" and the Village of Williams Bay, a Municipal Corporation of the State of Wisconsin, located in Walworth County, hereinafter called the "Village".

WHEREAS, Developer is the owner of land in the Village, hereinafter called "Parcel 1," which is described as follows:

Tax Parcel Number WCP 00002:

Lot 2 and the N. ½ of Lot 3 of Cedar Point Park, according to the recorded plat thereof to the Village of Williams Bay, Walworth County, Wisconsin.

WHEREAS, LLC is the owner of land in the Village, hereinafter called "Parcel 2," which is described as follows:

Tax Parcel Number WCP2 00001:

Lot 101 of Second Addition Cedar Point Park, according to the recorded plat thereof to the Village of Williams Bay, Walworth County, Wisconsin.

WHEREAS, Developer desires to develop Parcel 1; and

WHEREAS, the development of Parcel 1 requires the design and construction of a storm water/surface water drainage system including the installation of a culvert under Cedar Point Drive in order to facilitate the movement of storm water/surface water from Parcel 1 to Parcel 2; and

WHEREAS, the Village is willing to facilitate the design and construction of a storm water/surface water drainage system to enable the development of Parcel 1 pursuant to the terms of this Agreement.

NOW, THEREFORE, it is hereby agreed by and between Developer and LLC and the Village as follows:

I. Storm Water/Surface Water Drainage

The Developer agrees to construct, install, furnish and provide adequate facilities for storm and surface water drainage from Parcel 1 to Parcel 2 in accordance with the plans and specifications designed and prepared by the engineer retained by Developer. The plans and specifications will be subject to review and approval of the Village Engineer. This shall include but is not limited to the installation of a culvert under Cedar Point Drive to convey surface water from Parcel 1 to Parcel 2. The construction of all such facilities shall be subject to inspection and final approval of the Village Engineer.

II. Conveyance of Easements

Upon final approval of the storm and surface water drainage facilities by the Village Engineer, the Developer and LLC agree to convey to the Village storm water/surface water facility easements for Parcel 1 and Parcel 2 in the form as set forth in Exhibits 1 and 2 attached to this Agreement. Said easements shall provide the Village with the authority to maintain the storm and surface water drainage system located on Parcel 1 and Parcel 2.

III. Dedication/Security

Subject to all of the other provisions of this Agreement, Developer shall, without charge to the Village, upon completion of the above described storm and surface water improvements, convey and dedicate to the Village the culvert installed under Cedar Point Drive. The culvert shall be conveyed free and clear of all encumbrances whatsoever together with any and all necessary easements for access thereto. Further, Developer agrees to file with the Village either an irrevocable letter of credit from a lending institution approved by the Village or a certified check or other cash equivalent (Security) prior to the commencement of construction of the storm and surface water system including the installation of the culvert, in the amount of \$30,000. No construction shall commence until such Security is on file with the Village. Dedication shall not constitute acceptance of any improvement by the Village. The improvements will be accepted by the Village by separate resolution at such time as said improvements are in an acceptable form in accordance with the Village specifications after the issuance of an appropriate letter of acceptance by the Village Engineer.

If at any time the Developer is in default of any aspect of this Agreement or does not complete the installation of all storm and surface water improvements within one year from the Village's acceptance of the Security, or the Security on file with the Village is stated to expire within 60 days and the same has not been extended, renewed or replaced, the Developer shall be deemed in violation of this Agreement and the Village shall have authority to draw upon the Security. In the event that the Village is unable to draw upon the Security, in whole or in part, the Village shall provide written notice to the Developer, who shall have 72 hours to remedy the violation. Failure to remedy the violation shall result in the Village having the power in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of the cost of completion of the improvements, upon Parcel 1 and Parcel 2 payable in the next succeeding tax roll. The Village will not release the Security until the Village approves the improvement work.

IV. Reimbursement of Village Costs

As a part of the anticipated \$30,000 budget for the storm and surface water improvements, Developer agrees to reimburse the Village for any costs incurred by the Village for engineering, inspection, administrative and legal expenses in connection with this Agreement.

- A. Engineering and administrative costs shall be based on regular Village pay rates plus the hourly rate for overhead and fringe benefits for any time actually spent on administering this Agreement. Any costs for outside consultants shall be charged at the rate the consultant charges the Village.
- B. Legal costs shall be based on the statements of the Village Attorney with no overhead added by the Village.

V. General Indemnity

Developer shall indemnify and save harmless the Village, its officers, agents, independent contractors and employees and shall defend the same from and against any and all liability, claims, losses, damages, interests, actions, suits, judgments, costs, expenses and attorney fees and the like to whomever owed and by whomever and whenever brought or maintained that result from or arise in the cause of, out of, or as a result of, the acts or omissions of Developer or its contractors in the performance of this Agreement.

VI. General Conditions

All provisions of the Village's ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as if set forth in full herein. This Agreement and all work and improvements shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.

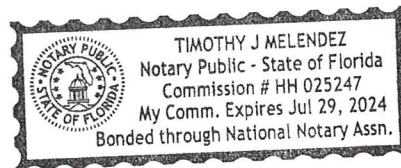
IN WITNESS WHEREOF, Developer has caused this Agreement to be signed this 15 day of December, 2020.

By: Mark Rutkowski
Mark Rutkowski

By: Michael Rutkowski
Michael Rutkowski

Subscribed and sworn to before me this 15th day of December, 2020

Notary Public, Florida, County, Pinellas
My commission expires: 07/29/2024



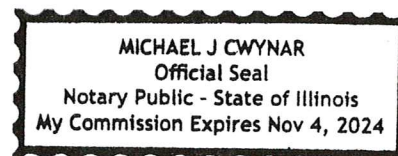
IN WITNESS WHEREOF, LLC has caused this Agreement to be signed this 23rd day of December, 2020

MILLER MORGAN CO., LLC

By: Michael E. Rutkowski
MICHAEL E. RUTKOWSKI, Member

Subscribed and sworn to before me this 23rd day of December, 2020

Michael J. Cwynar
Notary Public, Illinois County, Cook
My commission expires: Nov 4th 2024



Accepted pursuant to resolution adopted by the Village Board of the Village of Williams Bay
this 4th day of January, 2021.

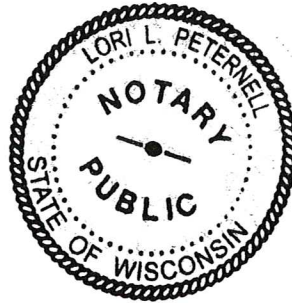
VILLAGE OF WILLIAMS BAY

By: William B Duncan
William Duncan, Village President

ATTEST

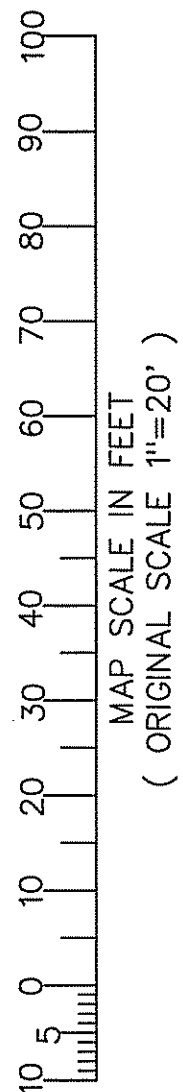
By: Jackelyn Pankau
Jackelyn Pankau, Clerk

Subscribed and sworn to before me this
4th day of January, 2021.
Lori L. Peterzell
Notary Public, Walworth County, Wisconsin
My commission expires 5-19-2021



Engineering, Architecture, Surveying
7 Ridgway Court P.O. Box 437
ELKHORN, WISCONSIN 53121
Office: (262) 723-2098
Fax: (262) 723-5886

ROAD CULVERT AT
7 CEDAR POINTE DRIVE



1. All construction shall be in accordance with the plans, the project specifications, and the latest edition of the state of Wisconsin Standard Specifications for Highway and Structure Construction.

- ## Erosion Control Notes

- ## Scheduling Notes

1. The contractor shall submit schedule of work for review.
1. Work shall be scheduled to minimize inconvenience to the public.
2. Work shall be scheduled to maintain a reasonable level of construction efficiency.
2. Work can be started at any time in the construction season.
3. Work shall be reasonably continuous until final restoration. No unfinished area of the site shall be left idle for more than 14 calendar days of standing work.
3. Work shall be scheduled so that final restoration is complete no later than September 15, 2020 to allow for establishment of final vegetation prior to transition from fall to winter.
4. The property owner has provided permission for contractor to perform the work necessary to complete work and for the proposed pipe installation.

February 4, 2021

Village of Williams Bay | 250 Williams Street | PO Box 580 | Williams Bay | WI | 53191

Parks and Lakefront Committee,

To introduce myself, I am Jess Haak, chairman of the Lions Corn and Brat Committee. The Club has decided to tentatively proceed with the Corn and Brat festival in 2021. There is still the possibility that the festival could be cancelled given our current regulations, but we are moving forward with all of our permitting and contracts in an effort to be prepared in the event that the festival moves forward.

In an effort to minimize the close contact protocol, we would like to request for the street to be shut down in front of Edgewater Park in order to expand our footprint and provide more social distancing opportunities. In years past the beer tent has had a stationary bar service area. Our desire is to have several smaller satellite bar service areas to eliminate crowding. We still plan to fence off the perimeter of the overall space in accordance to the standards from years past. As well as security and wristband requirements.

We have been in communication with the LaCroix's in regards to how this will affect their businesses, and they have expressed their support for this new format.

Another benefit of the street shut down, is the alleviation of the traffic congestion that typically take place around the event. We plan on continuing the satellite parking and shuttle service to and from the high school.

We appreciate your consideration in this matter. If you have any further questions please feel free to contact me on my cell phone at 262.749.6563. We look forward to working with the Village towards a successful and safe event for the community.

Jess Haak



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 - 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.

Applicant initials J.H.



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

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.

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: Jess Hoar Organization: W. Bay Lions Club

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

Date requested: 8.13-15/2021 Is event open to public? (circle one) yes / no

Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____

Phone: _____ Email: _____

Applicant initials J.H.



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

VILLAGE USE ONLY

Date application received: 2/5/2021 Received by: hckie

All documentation attached? yes/no → Need Certificate of Insurance

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:

Need to set up Liquor and Operator Licenses

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 5th day of February, 2021

Group or organization Lions Club

Our liability insurance provided by: West Bend
(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

Applicant initials J.A.

Pay Period Date: 2/13/2021 - 2/26/2021
Pay Date: 3/5/2021

Department	Net Wages
Crossing Guard	\$744.62
General Administration	\$4,503.59
KNC	\$888.64
Lakefront/Beach	\$0.00
Library	\$5,313.15
Municipal Court	\$1,155.16
Parks	\$0.00
Police	\$14,781.26
Protective Services (F&R)	\$3,630.64
Public Works/W&S	\$8,897.96
Recreation Department	\$1,907.83
Village Board	\$0.00
 Total Net Wages	 \$41,822.85

Payroll Register - Single-line Summary - Payroll Register - Summary by Dept

GL Account and Title	Description	Amount	Date Paid	GL Period
EXXONMOBIL				
100-52120-180 POLICE FUEL	POLICE FUEL	1,115.52	03/01/2021	321
100-55410-180 PARKS FUEL	PARKS FUEL	110.80	03/01/2021	321
100-54310-180 STREETS FUEL	STREETS FUEL	85.79	03/01/2021	321
200-57933-180 WATER FUEL EXPENSE	WATER FUEL	19.58	03/01/2021	321
300-58967-000 SEWER FUEL EXPENSE	SEWER FUEL	19.58	03/01/2021	321
Total EXXONMOBIL:		1,351.27		
STATE OF WI - COURT FINES				
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF CO	1,414.20	03/01/2021	321
Total STATE OF WI - COURT FINES:		1,414.20		
WALWORTH COUNTY TREASURER-COURT FINES				
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF CO	509.00	03/01/2021	321
Total WALWORTH COUNTY TREASURER-COURT FINES:		509.00		
WI DEPT OF REVENUE				
100-21264 CHILD SUPPORT/GARNISH PAYABLE	LEVY PROCEEDS-CASE	96.00	03/01/2021	321
Total WI DEPT OF REVENUE:		96.00		
Grand Totals:		3,370.47		

Village Board Approval Date: _____

GL Account and Title	Description	Amount	GL Period
0			
ABRAHAM'S ON-SITE SHREDDING			
100-51410-160 GEN ADMIN SUPPLIES	SHREDDING SERVICES	54.00	0
Total ABRAHAM'S ON-SITE SHREDDING:		54.00	
ACKMAN GLASS & MIRROR			
100-51730-160 VH BLDG SUPPLIES	LAMINATED GLASS	460.00	0
Total ACKMAN GLASS & MIRROR:		460.00	
AFLAC			
100-21259 AFLAC PAYABLE	EMPLOYEE PREMIUM	856.10	0
Total AFLAC:		856.10	
AMAZON CAPITAL SERVICES			
100-51210-160 MUNICIPAL COURT SUPPLIES	TONER	131.87	0
100-51210-160 MUNICIPAL COURT SUPPLIES	CREDIT MEMO	203.17	0
100-51210-160 MUNICIPAL COURT SUPPLIES	IPHONE CASE	23.98	0
100-51210-160 MUNICIPAL COURT SUPPLIES	MUNI COURT SUPPLIES	61.54	0
100-51210-160 MUNICIPAL COURT SUPPLIES	MUNI COURT SUPPLIES	18.87	0
100-51210-160 MUNICIPAL COURT SUPPLIES	TONER BOX	30.48	0
Total AMAZON CAPITAL SERVICES:		63.57	
ARAMARK			
100-54310-125 STREETS UNIFORMS	UNIFORMS-STREETS DEPT	34.88	0
100-55410-125 PARKS UNIFORMS	UNIFORMS-PARKS DEPT	34.88	0
200-57903-125 WATER METER READING - UNIFORMS	UNIFORMS-WATER DEPT	63.68	0
100-54310-125 STREETS UNIFORMS	UNIFORMS-STREETS DEPT	34.88	0
100-55410-125 PARKS UNIFORMS	UNIFORMS-PARKS DEPT	34.88	0
200-57903-125 WATER METER READING - UNIFORMS	UNIFORMS-WATER DEPT	63.68	0
100-54310-125 STREETS UNIFORMS	UNIFORMS-STREETS DEPT	34.88	0
100-55410-125 PARKS UNIFORMS	UNIFORMS-PARKS DEPT	34.88	0
200-57903-125 WATER METER READING - UNIFORMS	UNIFORMS-WATER DEPT	63.68	0
100-54310-125 STREETS UNIFORMS	UNIFORMS-STREETS DEPT	28.07	0
100-55410-125 PARKS UNIFORMS	UNIFORMS-PARKS DEPT	28.07	0
200-57903-125 WATER METER READING - UNIFORMS	UNIFORMS-WATER DEPT	63.68	0
100-54310-125 STREETS UNIFORMS	UNIFORMS-STREETS DEPT	28.07	0
100-55410-125 PARKS UNIFORMS	UNIFORMS-PARKS DEPT	28.07	0
200-57903-125 WATER METER READING - UNIFORMS	UNIFORMS-WATER DEPT	63.68	0
Total ARAMARK:		639.96	
AT&T MOBILITY			
100-52120-200 POLICE TELEPHONE	POLICE WIRELESS CHARGES	546.46	0
100-52320-200 FIRE DEPT TELEPHONE	FIRE DEPT WIRELESS CHARGE	388.58	0
100-52360-130 RESCUE DEPT OTHER EXPENSE	RESCUE DEPT WIRELESS CHA	56.15	0
100-55411-200 LAKEFRONT TELEPHONE	HARBOR MASTER WIRELESS C	75.56	0
100-54310-200 STREETS TELEPHONE	STREETS TELEPHONE	102.69	0
200-57921-200 WATER TELEPHONE	WATER TELEPHONE	102.69	0
300-58969-200 SEWER TELEPHONE	SEWER TELEPHONE	102.68	0
Total AT&T MOBILITY:		1,374.81	
BAKER TILLY VIRCHOW KRAUSE LLP			
100-51570-000 AUDIT EXPENSE	2020 AUDIT PROGRESS BILLIN	7,166.66	0

GL Account and Title	Description	Amount	GL Period
200-57925-000 WATER AUDIT EXPENSE	2020 AUDIT PROGRESS BILLIN	6,666.67	0
300-58972-000 SEWER AUDIT EXPENSE	2020 AUDIT PROGRESS BILLIN	6,666.67	0
Total BAKER TILLY VIRCHOW KRAUSE LLP:		20,500.00	
BAUSCH, JUDITH			
100-51412-000 ELECTION EXPENSE	ELECTION PAY	600.00	0
Total BAUSCH, JUDITH:		600.00	
BAXTER WOODMAN			
100-51405-000 BILLABLE SERVICES	190695.60 BAILEY ESTATES 4A	382.50	0
100-54100-300 ENGINEERING	190696.90 2020 STREET IMPRO	577.50	0
100-51405-000 BILLABLE SERVICES	191098.80 7 CEDAR POINT DRI	682.50	0
200-57924-000 WATER ENGINEERING EXPENSE	202341.80 T-MOBILE AT NW TO	1,050.00	0
200-57924-000 WATER ENGINEERING EXPENSE	HWY 67 UTILITY DESIGN	1,953.00	0
300-58973-000 SEWER ENGINEERING EXPENSE	HWY 67 UTILITY DESIGN	1,953.00	0
Total BAXTER WOODMAN:		6,598.50	
BRUSHFIRE SIGNS			
100-52120-150 POLICE REPAIRS/MAINT	POLICE LETTERING ON TAHOE	65.00	0
Total BRUSHFIRE SIGNS:		65.00	
CINTAS OH			
100-54310-160 STREETS SUPPLIES	FIRST AID BOX SUPPLIES	91.61	0
200-57935-150 WATER PLANT REPAIRS/MAINT	FIRST AID BOX SUPPLIES	97.84	0
Total CINTAS OH:		189.45	
CITY OF LAKE GENEVA			
100-51412-000 ELECTION EXPENSE	LEGAL NOTICE ABSENTEE VOT	14.85	0
Total CITY OF LAKE GENEVA:		14.85	
COMPUTER PROFESSIONALS UNLIMITED			
100-52120-130 POLICE IT EXPENSE	IT SUPPORT-POLICE	895.00	0
100-52120-130 POLICE IT EXPENSE	IT SUPPORT-POLICE	225.00	0
100-52120-130 POLICE IT EXPENSE	IT SUPPORT-POLICE	150.00	0
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	IT SUPPORT-VILLAGE HALL	150.00	0
Total COMPUTER PROFESSIONALS UNLIMITED:		1,420.00	
CROWN RESTROOMS			
100-55411-150 LAKEFRONT REPAIRS/MAINT	PORTABLE TOILET RENTAL	156.00	0
Total CROWN RESTROOMS:		156.00	
DEPARTMENT OF WORKFORCE DEVELOPMENT			
100-54310-110 STREETS WAGES	UNEMPLOYMENT WAGES HAN	187.00	0
100-55410-110 PARKS WAGES	UNEMPLOYMENT WAGES HAN	187.00	0
100-52120-110 POLICE WAGES	UNEMPLOYMENT WAGES- KNO	646.04	0
100-55411-110 LAKEFRONT WAGES	UNEMPLOYMENT WAGES-ASTA	446.00	0
Total DEPARTMENT OF WORKFORCE DEVELOPMENT:		1,466.04	

GL Account and Title	Description	Amount	GL Period
ELKHORN NAPA AUTO PARTS			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	STREETS EQUIP REPAIRS/MAI	148.66	0
100-52320-150 FIRE DEPT REPAIRS/MAINT	FIRE DEPT REPAIRS/MAINTENA	130.07	0
100-52360-150 RESCUE DEPT REPAIRS/MAINT	RESCUE DEPT REPAIRS/MAINT	319.75	0
Total ELKHORN NAPA AUTO PARTS:		598.48	
GAGE MARINE CORPORATION			
100-55411-153 LAKEFRONT PIER REPAIRS	REPAIR DAMAGED/BAD PIER P	29,510.69	0
Total GAGE MARINE CORPORATION:		29,510.69	
GRAINGER INC.			
400-58100-155 LIBRARY BLDG SUPPLIES	LIBRARY BUILDING SUPPLIES	39.79	0
Total GRAINGER INC.:		39.79	
HEYER TRUE VALUE HARDWARE			
100-54310-160 STREETS SUPPLIES	STREETS SUPPLIES	31.34	0
100-52320-160 FIRE DEPT SUPPLIES	FIRE DEPT SUPPLIES	77.93	0
100-52360-150 RESCUE DEPT REPAIRS/MAINT	SUPPLIES	14.64	0
Total HEYER TRUE VALUE HARDWARE:		123.91	
HYDRITE CHEMICAL COMPANY			
200-57631-160 WATER TREATMENT CHEMICALS	ALUM SULFATE	1,728.00	0
Total HYDRITE CHEMICAL COMPANY:		1,728.00	
HYDRO CORP			
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	1,193.00	0
200-57656-150 CROSS CONNECTION INSPECTION	CROSS CONNECTION PROGRA	722.00	0
Total HYDRO CORP:		1,915.00	
MARKLEY MUNICIPAL SERVICES LLC			
100-53100-215 CODE ENFORCEMENT	KELBY TRIAL	100.00	0
Total MARKLEY MUNICIPAL SERVICES LLC:		100.00	
MID-AMERICAN RESEARCH CHEMICAL			
100-54310-160 STREETS SUPPLIES	OIL	137.53	0
Total MID-AMERICAN RESEARCH CHEMICAL:		137.53	
MILLER MORGAN LLC			
100-43090 INVOICED SERVICE PAYMENTS	RETURN OF DEVELOPER GUA	30,000.00	0
Total MILLER MORGAN LLC:		30,000.00	
MINUTEMAN PRESS			
100-51410-160 GEN ADMIN SUPPLIES	ENVELOPES-REG & WINDOW	644.34	0
Total MINUTEMAN PRESS:		644.34	
MTAW			
100-51410-190 GEN ADMIN TRAINING	ANNUAL MEMBERSHIP-PETER	60.00	0

GL Account and Title	Description	Amount	GL Period
Total MTAW:		60.00	
MUNICIPAL CODE ENFORCEMENT LLC			
100-53100-215 CODE ENFORCEMENT	CODE ENFORCEMENT	1,167.00	0
Total MUNICIPAL CODE ENFORCEMENT LLC:		1,167.00	
NIEUWENHUIS BROS. INC.			
225-54635-131 RECYCLING FEES	RECYCLING CURBSIDE PICKU	6,383.76	0
225-54635-165 RECYCLING TIPPING FEES	RECYCLING SURCHARGE	1,149.27	0
100-54710-000 REFUSE COLLECTIONS	REFUSE CURBSIDE PICKUP	13,166.93	0
Total NIEUWENHUIS BROS. INC.:		20,699.96	
ODLING CONSTRUCTION INC.			
200-57652-150 WATER SERVICES REPAIRS/ MAINT	REPAIR WATER MAIN BREAKS-	4,215.04	0
100-54310-280 SNOW/ICE CONTROL MATERIALS	ROAD GRAVEL	414.54	0
200-57652-150 WATER SERVICES REPAIRS/ MAINT	SERVICE LINE REPAIR	2,181.25	0
Total ODLING CONSTRUCTION INC.:		6,810.83	
PATS SERVICES INC			
200-57631-160 WATER TREATMENT CHEMICALS	MONTHLY BILLING FOR LIME S	940.00	0
Total PATS SERVICES INC:		940.00	
PROFESSIONAL BUILDING INSPECTIONS INC			
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING CONTRACT FEES	4,969.82	0
Total PROFESSIONAL BUILDING INSPECTIONS INC:		4,969.82	
PUBLIC ADMINISTRATION ASSOC			
100-51400-000 RECRUITING FEES	PROFESSIONAL CONSULTING	3,120.85	0
100-51400-000 RECRUITING FEES	PROFESSIONAL CONSULTING	5,118.86	0
Total PUBLIC ADMINISTRATION ASSOC:		8,239.71	
RELIANT FIRE APPARATUS INC.			
100-52320-150 FIRE DEPT REPAIRS/MAINT	PUMPER, LONG, ALUM	1,324.77	0
Total RELIANT FIRE APPARATUS INC.:		1,324.77	
RITWAY HEATING COOLING & PLUMBING			
100-51730-150 VH BLDG REPAIRS/MAINT	VILLAGE HALL FURNANCE REP	190.83	0
100-54310-150 STREETS EQUIP REPAIRS/MAINT	STREETS BLDG FURNANCE RE	819.26	0
200-57935-150 WATER PLANT REPAIRS/MAINT	WATER DEPT FURNANCE REPA	98.50	0
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	LIBRARY FURNACE REPAIR	1,231.95	0
200-57935-150 WATER PLANT REPAIRS/MAINT	WATER DEPT REPLACED UNIT	1,886.71	0
200-57935-150 WATER PLANT REPAIRS/MAINT	WATER DEPT FURNANCE REPA	2,112.33	0
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	LIBRARY FURNACE REPAIR PA	301.61	0
Total RITWAY HEATING COOLING & PLUMBING:		6,641.19	
ROTE OIL CO.			
100-52320-180 FIRE DEPT FUEL	FIRE DIESEL	210.13	0
100-54310-180 STREETS FUEL	STREETS DIESEL	2,101.31	0
230-58100-180 KNC FUEL	KNC DIESEL	42.03	0

GL Account and Title	Description	Amount	GL Period
100-52360-180 RESCUE DEPT FUEL	RESCUE DIESEL	210.13	0
100-55410-180 PARKS FUEL	PARKS DIESEL	1,470.91	0
300-58967-000 SEWER FUEL EXPENSE	SEWER DIESEL	168.10	0
Total ROTE OIL CO.:		4,202.61	
RYDIN DECAL			
100-55411-160 LAKEFRONT SUPPLIES	BEACH PASSES & PARKING PE	2,837.49	0
Total RYDIN DECAL:		2,837.49	
SECURIAN FINANCIAL GROUP INC			
100-52120-124 POLICE LIFE INSURANCE		9.18	0
100-54310-124 STREETS LIFE INSURANCE		3.81	0
200-57920-124 WATER ADMIN - LIFE INS		3.81	0
100-52120-124 POLICE LIFE INSURANCE		14.95	0
100-52120-124 POLICE LIFE INSURANCE		11.42	0
100-52120-124 POLICE LIFE INSURANCE		5.46	0
100-52120-124 POLICE LIFE INSURANCE		12.94	0
100-51410-124 GEN ADMIN LIFE INSURANCE		3.50	0
100-51410-124 GEN ADMIN LIFE INSURANCE		18.79	0
100-54310-124 STREETS LIFE INSURANCE		1.58	0
100-55410-124 PARKS LIFE INSURANCE		1.58	0
100-55210-124 REC DEPT LIFE INSURANCE		4.37	0
100-54310-124 STREETS LIFE INSURANCE		1.12	0
200-57630-124 WATER TREATMENT - LIFE INS		1.12	0
200-57640-124 WATER DISTRIBUTION - LIFE INS		1.12	0
400-58100-123 LIBRARY HEALTH INSURANCE		36.58	0
100-54310-124 STREETS LIFE INSURANCE		8.62	0
200-57630-124 WATER TREATMENT - LIFE INS		8.62	0
200-57640-124 WATER DISTRIBUTION - LIFE INS		8.62	0
100-52120-124 POLICE LIFE INSURANCE		3.92	0
100-52120-124 POLICE LIFE INSURANCE		6.55	0
100-21257 LIFE INSURANCE PAYABLE		177.43	0
Total SECURIAN FINANCIAL GROUP INC:		345.09	
STRYKER SALES CORPORATION			
220-52320-165 ACT 102 EXPENDITURES	POWER PRO AMBULANCE COT	20,056.84	0
Total STRYKER SALES CORPORATION:		20,056.84	
UPPER CASE PRINTING			
200-57921-160 WATER OFFICE SUPPLIES	UTILITY BILLS & ENVELOPE RE	183.00	0
300-58969-160 SEWER OFFICE SUPPLIES	UTILITY BILLS & ENVELOPE RE	183.00	0
Total UPPER CASE PRINTING:		366.00	
US POSTAL SERVICE			
200-57921-160 WATER OFFICE SUPPLIES	PO BOX 186 RENEWAL	28.00	0
300-58969-160 SEWER OFFICE SUPPLIES	PO BOX 186 RENEWAL	28.00	0
Total US POSTAL SERVICE:		56.00	
WALCOMET			
300-58980-300 WALCOMET SEWERAGE EXPENSES	MONTHLY BILLING	55,086.97	0

GL Account and Title	Description	Amount	GL Period
Total WALCOMET:		55,086.97	
WALWORTH COUNTY PUBLIC WORKS			
100-54310-280 SNOW/ICE CONTROL MATERIALS	ROAD SALT	8,237.31	0
Total WALWORTH COUNTY PUBLIC WORKS:		8,237.31	
WATSON ROOFING INC			
550-55410-140 PARKS CAPITAL OUTLAY	NEW ROOF LIONS FIELD HOUS	3,600.00	0
Total WATSON ROOFING INC:		3,600.00	
WILLIAMS BAY FIRE DEPARTMENT			
100-52320-160 FIRE DEPT SUPPLIES	REIMBURSEMENT OF FIRE DE	84.39	0
Total WILLIAMS BAY FIRE DEPARTMENT:		84.39	
WILMAR PUMP AND SUPPLY			
200-57652-150 WATER SERVICES REPAIRS/ MAINT	WATER SERVICES REPAIRS/MA	240.32	0
Total WILMAR PUMP AND SUPPLY:		240.32	
WISCONN VALLEY MEDIA GROUP			
100-51410-210 GEN ADMIN PUBLICATIONS		159.08	0
Total WISCONN VALLEY MEDIA GROUP:		159.08	
WISCONSIN MUN JUDGES ASSOC.			
100-51210-190 MUNICIPAL COURT TRAINING	2021 DUES	75.00	0
Total WISCONSIN MUN JUDGES ASSOC.:		75.00	
WISCONSIN PROFESSIONAL POLICE ASSOC			
100-21262 UNION DUES PAYABLE		210.00	0
Total WISCONSIN PROFESSIONAL POLICE ASSOC:		210.00	
WISCONSIN STATE LABORATORY OF HYGIENE			
200-57623-170 WATER TESTING	FLUORIDE	26.00	0
Total WISCONSIN STATE LABORATORY OF HYGIENE:		26.00	
Total 0:		245,692.40	
Grand Totals:		245,692.40	

Village Board Approval Date: _____

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-41100 GENERAL TAX LEVY	1,108,871.24	1,108,871.24	1,650,106.00	541,234.76	67.2
100-41101 DELINQUENT PP TAX	240.33	240.33	.00	(240.33)	.0
100-41104 TAX EQUIVALENT	.00	.00	109,000.00	109,000.00	.0
100-41105 ROOM TAX	6,048.01	6,060.26	20,000.00	13,939.74	30.3
100-41106 CABLE FRANCHISE FEES	16,314.71	16,314.71	75,596.00	59,281.29	21.6
100-41110 MERCY PILOT	.00	.00	55,000.00	55,000.00	.0
TOTAL TAXES	1,131,474.29	1,131,486.54	1,909,702.00	778,215.46	59.3
<u>INTERGOVERNMENTAL</u>					
100-42001 EXEMPT COMPUTER AID	.00	.00	470.00	470.00	.0
100-42002 STATE SHARED REVENUE	.00	.00	68,053.00	68,053.00	.0
100-42006 TRANSPORTATION AID	.00	46,873.33	187,739.00	140,865.67	25.0
100-42007 POLICE TRAINING FROM STATE	.00	.00	1,120.00	1,120.00	.0
100-42008 OTHER STATE AIDS	.00	.00	2,691.00	2,691.00	.0
100-42009 POLICE GRANT FROM CTY	257.64	257.64	3,500.00	3,242.36	7.4
100-42010 POLICE SRO REVENUE	.00	.00	66,352.00	66,352.00	.0
TOTAL INTERGOVERNMENTAL	257.64	47,130.97	329,925.00	282,794.03	14.3
<u>LICENSES & PERMITS</u>					
100-43001 LIQUOR/BEER LICENSE	.00	.00	5,725.00	5,725.00	.0
100-43002 OPERATOR LICENSE	.00	135.00	2,200.00	2,065.00	6.1
100-43006 BUILDING PERMITS	4,188.99	11,371.57	50,000.00	38,628.43	22.7
100-43007 ELECTRICAL PERMITS	729.90	1,936.70	8,000.00	6,063.30	24.2
100-43008 PLUMBING PERMITS	629.90	1,692.60	7,000.00	5,307.40	24.2
100-43009 ROOM TAX PERMIT	50.00	50.00	500.00	450.00	10.0
100-43013 RENTAL PROP ADMIN	.00	.00	50.00	50.00	.0
100-43014 CIGARETTE LICENSE	.00	.00	50.00	50.00	.0
100-43015 ZONING AND PLANNING FEES	825.00	3,110.00	22,000.00	18,890.00	14.1
100-43018 DOG LICENSE	52.00	118.00	20.00	(98.00)	590.0
100-43021 TOURIST ROOMING HOUSE PERMIT	.00	.00	1,750.00	1,750.00	.0
100-43022 SHORT TERM RENTAL PERMIT	1,900.00	1,900.00	9,500.00	7,600.00	20.0
100-43090 INVOICED SERVICE PAYMENTS	12,680.00	42,680.00	.00	(42,680.00)	.0
TOTAL LICENSES & PERMITS	21,055.79	62,993.87	106,795.00	43,801.13	59.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>PUBLIC CHARGES FOR SERVICE</u>					
100-44040 POLICE GEN REVENUE	8.25	10.25	200.00	189.75	5.1
100-44043 POLICE ALARM PERMITS	.00	.00	100.00	100.00	.0
100-44049 SPECIAL ASSESSMENT LETTERS	580.00	940.00	6,600.00	5,660.00	14.2
100-44050 FIRE DEPT CONTRACTS	.00	16,000.00	16,000.00	.00	100.0
100-44093 BASKETBALL CAMP REVENUES	.00	.00	2,000.00	2,000.00	.0
100-44096 GOLF REVENUES	.00	.00	150.00	150.00	.0
100-44097 BASKETBALL LEAGUE REVENUES	.00	.00	1,100.00	1,100.00	.0
100-44098 ZUMBA REVENUES	.00	.00	3,500.00	3,500.00	.0
100-44099 TAI CHI REVENUES	.00	.00	1,000.00	1,000.00	.0
100-44100 BASEBALL/SOFTBALL REG FEES	.00	.00	3,000.00	3,000.00	.0
100-44102 ADULT PROGRAM REVENUES	.00	.00	1,000.00	1,000.00	.0
100-44103 SUMMER PROGRAM REVENUES	.00	.00	2,500.00	2,500.00	.0
100-44106 DONATION FOR REC DEPT	.00	.00	2,000.00	2,000.00	.0
100-44107 FIELD HOUSE RENTALS	.00	.00	3,800.00	3,800.00	.0
100-44301 WATERWAY MARKERS	.00	.00	6,000.00	6,000.00	.0
100-44620 LAKEFRONT/SHORE INCOME	.00	.00	8,200.00	8,200.00	.0
100-44621 BEACH REVENUE	30.00	30.00	66,000.00	65,970.00	.1
100-44622 LAUNCH REVENUE	.00	58.16	160,000.00	160,058.16	.0
100-44623 HORVATH DRY STORAGE REVENUE	.00	.00	16,000.00	16,000.00	.0
100-44625 TOWN OF LINN BEACH REVENUE	.00	.00	9,450.00	9,450.00	.0
100-44630 KAYAK RENTAL REVENUE	.00	.00	15,330.00	15,330.00	.0
TOTAL PUBLIC CHARGES FOR SERVICE	618.25	16,922.09	323,930.00	307,007.91	5.2
<u>FINES & FORFEITURES</u>					
100-45001 COURT FINE REVENUE	3,264.29	1,472.09	48,000.00	46,527.91	3.1
100-45002 PARKING TICKET REVENUE	100.00	300.00	6,000.00	5,700.00	5.0
TOTAL FINES & FORFEITURES	3,364.29	1,772.09	54,000.00	52,227.91	3.3
<u>SOURCE 46</u>					
100-46000 WEED AND NUISANCE CONTROL	.00	.00	120.00	120.00	.0
100-46635 DOG PARK REVENUE	.00	.00	2,380.00	2,380.00	.0
TOTAL SOURCE 46	.00	.00	2,500.00	2,500.00	.0
<u>COMMERCIAL</u>					
100-48004 INTEREST ON INVESTMENTS	772.46	1,565.35	27,000.00	25,434.65	5.8
100-48005 GLLEA RENTAL INCOME	.00	.00	2,800.00	2,800.00	.0
100-48013 BOAT SLIP RENTAL	44,725.00	44,725.00	227,100.00	182,375.00	19.7
100-48015 GENEVA LK LAW ENFORCEMENT AGCY	.00	.00	25,000.00	25,000.00	.0
TOTAL COMMERCIAL	45,497.46	46,290.35	281,900.00	235,609.65	16.4

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS</u>					
100-49001	AURORA DONATION	.00	3,250.00	3,250.00	.00	100.0
100-49002	INSURANCE REBATE	.00	.00	8,000.00	8,000.00	.0
100-49009	GENERAL MISC UNCLASS	.00	94.25	1,000.00	905.75	9.4
	TOTAL MISCELLANEOUS	.00	3,344.25	12,250.00	8,905.75	27.3
	TOTAL FUND REVENUE	1,202,267.72	1,309,940.16	3,021,002.00	1,711,061.84	43.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
100-51110-110 VILLAGE BOARD WAGES	.00	.00	22,050.00	22,050.00	.0
100-51110-121 VILLAGE BOARD FICA	.00	.00	1,687.00	1,687.00	.0
100-51110-130 VILLAGE BOARD OTHER EXPENSE	.00	.00	300.00	300.00	.0
100-51120-240 BOARD OF REVIEW	.00	.00	60.00	60.00	.0
100-51210-110 MUNICIPAL COURT WAGES	2,506.63	5,319.51	29,905.00	24,585.49	17.8
100-51210-121 MUNICIPAL COURT FICA	191.76	406.95	2,288.00	1,881.05	17.8
100-51210-150 MUNICIPAL COURT IT FEES	.00	3,665.25	7,000.00	3,334.75	52.4
100-51210-160 MUNICIPAL COURT SUPPLIES	311.18	801.13	1,000.00	198.87	80.1
100-51210-161 MUNICIPAL COURT POSTAGE	.00	.00	500.00	500.00	.0
100-51210-190 MUNICIPAL COURT TRAINING	525.00	570.00	2,000.00	1,430.00	28.5
100-51400-000 RECRUITING FEES	8,837.50	8,837.50	.00	(8,837.50)	.0
100-51405-000 BILLABLE SERVICES	5,637.50	18,857.50	.00	(18,857.50)	.0
100-51410-110 GEN ADMIN WAGES	8,373.76	12,801.16	125,483.00	112,681.84	10.2
100-51410-121 GEN ADMIN FICA	367.06	700.75	9,600.00	8,899.25	7.3
100-51410-122 GEN ADMIN RETIREMENT	376.97	720.11	9,725.00	9,004.89	7.4
100-51410-123 GEN ADMIN HEALTH INSURANCE	1,424.29	2,776.76	35,672.00	32,895.24	7.8
100-51410-124 GEN ADMIN LIFE INSURANCE	22.29	44.58	204.00	159.42	21.9
100-51410-127 GEN ADMIN HSA FUNDING	.00	4,500.00	9,250.00	4,750.00	48.7
100-51410-160 GEN ADMIN SUPPLIES	54.00	198.76	6,500.00	6,301.24	3.1
100-51410-161 GEN ADMIN POSTAGE	638.06	2,638.06	4,400.00	1,761.94	60.0
100-51410-162 GEN ADMIN COPIER EXPENSE	215.33	215.33	5,000.00	4,784.67	4.3
100-51410-190 GEN ADMIN TRAINING	.00	883.25	2,500.00	1,616.75	35.3
100-51410-200 GEN ADMIN TELEPHONE	1,077.20	1,837.35	7,000.00	5,162.65	26.3
100-51410-210 GEN ADMIN PUBLICATIONS	245.60	245.60	7,000.00	6,754.40	3.5
100-51410-300 GEN ADMIN CODIFICATION	.00	.00	6,100.00	6,100.00	.0
100-51412-000 ELECTION EXPENSE	15.05	15.05	7,500.00	7,484.95	.2
100-51412-110 ELECTION WAGES	330.00	330.00	.00	(330.00)	.0
100-51412-121 ELECTION FICA	25.25	25.25	.00	(25.25)	.0
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	.00	10,574.37	28,000.00	17,425.63	37.8
100-51415-000 LEAGUE EXPENSES/DUES	.00	2,567.19	2,568.00	.81	100.0
100-51510-000 INSURANCE EXPENSE	.00	62,766.00	65,000.00	2,234.00	96.6
100-51520-000 ASSESSOR CONTRACT	1,604.20	3,221.44	19,260.00	16,038.56	16.7
100-51550-000 COVID-19 EXPENSES	456.93	56.93	.00	(56.93)	.0
100-51560-000 CONTINGENCY	.00	1,950.00	31,269.00	29,319.00	6.2
100-51570-000 AUDIT EXPENSE	3,533.34	3,533.34	20,000.00	16,466.66	17.7
100-51610-000 LEGAL SERVICES	.00	.00	50,000.00	50,000.00	.0
100-51720-150 LIONS FIELD HOUSE REPAIR/MAINT	58.96	58.96	1,200.00	1,141.04	4.9
100-51720-160 LIONS FIELD HOUSE SUPPLIES	.00	100.40	.00	(100.40)	.0
100-51720-170 LIONS FIELD HOUSE GAS	221.59	221.59	1,500.00	1,278.41	14.8
100-51720-171 LIONS FIELD HOUSE ELECTRIC	117.73	316.63	1,400.00	1,083.37	22.6
100-51720-173 LIONS FIELD HOUSE W&S	.00	144.02	750.00	605.98	19.2
100-51720-175 JANITORIAL SERVICES	435.74	435.74	5,196.00	4,760.26	8.4
100-51730-150 VH BLDG REPAIRS/MAINT	.00	300.00	1,200.00	900.00	25.0
100-51730-160 VH BLDG SUPPLIES	.00	100.40	2,500.00	2,399.60	4.0
100-51730-170 VH BLDG GAS	277.83	277.83	1,700.00	1,422.17	16.3
100-51730-171 VH BLDG ELECTRIC	996.79	2,176.73	7,500.00	5,323.27	29.0
100-51730-173 VH BLDG WATER & SEWER	.00	359.97	1,350.00	990.03	26.7
100-51730-175 JANITORIAL SERVICES	675.00	675.00	8,100.00	7,425.00	8.3
100-51965-000 WMS BAY BUSINESS ASSOC	5,500.00	5,500.00	14,000.00	8,500.00	39.3
100-51970-000 SHORT TERM RENTAL ADMIN	.00	8,343.00	8,343.00	.00	100.0
TOTAL GENERAL GOVERNMENT	45,052.54	170,069.39	573,560.00	403,490.61	29.7

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
100-52120-110 POLICE WAGES	49,036.78	103,020.50	590,520.00	487,499.50	17.5
100-52120-120 POLICE CONSULTANT WAGES	.00	.00	5,000.00	5,000.00	.0
100-52120-121 POLICE FICA	3,641.09	7,731.65	45,175.00	37,443.35	17.1
100-52120-122 POLICE RETIREMENT	5,315.83	11,330.69	68,984.00	57,653.31	16.4
100-52120-123 POLICE HEALTH INSURANCE	10,714.53	23,349.24	115,931.00	92,581.76	20.1
100-52120-124 POLICE LIFE INSURANCE	64.42	101.13	621.00	519.87	16.3
100-52120-125 POLICE UNIFORMS	236.18	307.87	7,700.00	7,392.13	4.0
100-52120-127 POLICE HSA FUNDING	.00	35,000.00	31,250.00	(3,750.00)	112.0
100-52120-130 POLICE IT EXPENSE	9,518.25	21,755.87	31,047.00	9,291.13	70.1
100-52120-140 POLICE CAPITAL OUTLAY	75.20	2,139.40	.00	(2,139.40)	.0
100-52120-150 POLICE REPAIRS/MAINT	184.27	758.42	7,000.00	6,241.58	10.8
100-52120-160 POLICE SUPPLIES	95.75	370.98	4,000.00	3,629.02	9.3
100-52120-161 POLICE POSTAGE/CONFINEMENT	.00	.00	800.00	800.00	.0
100-52120-180 POLICE FUEL	1,021.11	1,021.11	16,000.00	14,978.89	6.4
100-52120-190 POLICE TRAINING	524.00	2,727.00	22,355.00	19,628.00	12.2
100-52120-200 POLICE TELEPHONE	528.16	1,793.94	6,300.00	4,506.06	28.5
100-52120-210 POLICE COMMUNITY PROGRAMS	.00	.00	2,500.00	2,500.00	.0
100-52120-300 STUDENT RESOURCE OFFICER	.00	.00	88,469.00	88,469.00	.0
100-52130-110 WATER SAFETY PATROL	.00	27,405.00	27,405.00	.00	100.0
100-52130-120 GENEVA LAKE ENVIRONMENTAL AGCY	.00	.00	20,000.00	20,000.00	.0
100-52130-130 GENEVA LAKE LAW ENFORCEMENT	45,000.00	45,000.00	45,000.00	.00	100.0
100-52130-150 EMERGENCY MANAGEMENT	.00	603.52	5,500.00	4,896.48	11.0
100-52320-106 FIRE DEPT OFFICER PAY	1,779.17	3,204.15	21,350.00	18,145.85	15.0
100-52320-107 FIRE DEPT MEETING PAY	336.00	632.00	3,000.00	2,368.00	21.1
100-52320-108 FIRE DEPT DRILL PAY	1,440.00	2,848.00	13,000.00	10,152.00	21.9
100-52320-109 FIRE DEPT CALLS PAY	1,168.00	2,800.00	20,000.00	17,200.00	14.0
100-52320-120 FIRE DEPT TRAINING PAY	.00	440.00	3,000.00	2,560.00	14.7
100-52320-121 FIRE DEPT FICA	297.62	665.37	4,617.00	3,951.63	14.4
100-52320-122 FIRE DEPT RETIREMENT	91.30	176.71	900.00	723.29	19.6
100-52320-140 FIRE DEPT CAPITAL OUTLAY	625.24	625.24	.00	(625.24)	.0
100-52320-150 FIRE DEPT REPAIRS/MAINT	.00	3,044.30	16,000.00	12,955.70	19.0
100-52320-160 FIRE DEPT SUPPLIES	870.25	1,489.47	5,000.00	3,510.53	29.8
100-52320-165 FIRE DUES 2% EXPENDITURES	2,204.00	2,204.00	.00	(2,204.00)	.0
100-52320-170 FIRE DEPT GAS	693.61	693.61	4,500.00	3,806.39	15.4
100-52320-171 FIRE DEPT ELECTRIC	141.41	409.96	2,500.00	2,090.04	16.4
100-52320-173 FIRE DEPT WATER & SEWER	.00	144.02	500.00	355.98	28.8
100-52320-180 FIRE DEPT FUEL	.00	.00	2,000.00	2,000.00	.0
100-52320-190 FIRE DEPT TRAINING	.00	750.00	5,500.00	4,750.00	13.6
100-52320-200 FIRE DEPT TELEPHONE	319.84	600.37	2,000.00	1,399.63	30.0
100-52340-106 DIVE TEAM OFFICER PAY	66.00	132.00	800.00	668.00	16.5
100-52340-107 DIVE TEAM MEETING PAY	16.00	24.00	160.00	136.00	15.0
100-52340-108 DIVE TEAM DRILL PAY	40.00	80.00	1,500.00	1,420.00	5.3
100-52340-121 DIVE TEAM FICA	6.27	11.94	189.00	177.06	6.3
100-52340-145 DIVE TEAM TANK MAINTENANCE	.00	.00	1,924.00	1,924.00	.0
100-52340-150 DIVE TEAM REPAIRS/MAINT	.00	.00	500.00	500.00	.0
100-52340-190 DIVE TEAM TRAINING	.00	.00	1,000.00	1,000.00	.0
100-52360-106 RESCUE DEPT OFFICER PAY	250.00	469.00	3,000.00	2,531.00	15.6
100-52360-107 RESCUE DEPT MEETING PAY	72.00	144.00	2,500.00	2,356.00	5.8
100-52360-108 RESCUE DEPT DRILL PAY	200.00	380.00	6,000.00	5,620.00	6.3
100-52360-109 RESCUE DEPT CALLS PAY	262.50	1,687.50	15,000.00	13,312.50	11.3
100-52360-121 RESCUE DEPT FICA	99.51	252.60	2,098.00	1,845.40	12.0
100-52360-122 RESCUE DEPT RETIREMENT	.00	9.30	100.00	90.70	9.3

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-52360-150 RESCUE DEPT REPAIRS/MAINT	903.64	1,561.04	2,000.00	438.96	78.1
100-52360-160 RESCUE DEPT SUPPLIES	.00	92.35	4,000.00	3,907.65	2.3
100-52360-180 RESCUE DEPT FUEL	.00	.00	800.00	800.00	.0
100-52360-190 RESCUE DEPT TRAINING	.00	.00	2,000.00	2,000.00	.0
TOTAL PUBLIC SAFETY	137,837.93	309,987.25	1,288,995.00	979,007.75	24.1

PUBLIC SAFETY

100-53100-160 BLDG INSP SUPPLIES	.00	.00	1,000.00	1,000.00	.0
100-53100-210 ZONING INSPECTION CONTRACT	.00	.00	22,800.00	22,800.00	.0
100-53100-211 BLDG INSPECTION CONTRACT	7,477.67	7,477.67	52,000.00	44,522.33	14.4
100-53100-215 CODE ENFORCEMENT	1,464.00	1,464.00	5,400.00	3,936.00	27.1
TOTAL PUBLIC SAFETY	8,941.67	8,941.67	81,200.00	72,258.33	11.0

PUBLIC WORKS

100-54100-110 DPW ADMIN WAGES	2,889.44	5,756.28	37,199.00	31,442.72	15.5
100-54100-121 DPW ADMIN FICA	205.10	408.47	2,846.00	2,437.53	14.4
100-54100-122 DPW ADMIN RETIREMENT	221.76	441.77	2,883.00	2,441.23	15.3
100-54100-123 DPW ADMIN HEALTH INSURANCE	801.54	1,603.08	9,736.00	8,132.92	16.5
100-54100-124 DPW ADMIN LIFE INSURANCE	.00	.00	48.00	48.00	.0
100-54100-127 DPW HSA FUNDING	.00	2,500.00	2,500.00	.00	100.0
100-54100-300 ENGINEERING	.00	.00	15,000.00	15,000.00	.0
100-54310-110 STREETS WAGES	7,565.26	14,644.24	90,945.00	76,300.76	16.1
100-54310-121 STREETS FICA	530.04	1,051.60	6,958.00	5,906.40	15.1
100-54310-122 STREETS RETIREMENT	557.33	1,104.43	6,046.00	4,941.57	18.3
100-54310-123 STREETS HEALTH INSURANCE	1,450.41	2,900.82	17,619.00	14,718.18	16.5
100-54310-124 STREETS LIFE INSURANCE	15.13	30.26	90.00	59.74	33.6
100-54310-125 STREETS UNIFORMS	112.28	243.42	2,500.00	2,256.58	9.7
100-54310-127 STREETS HSA FUNDING	.00	5,000.00	5,000.00	.00	100.0
100-54310-140 STREETS CAPITAL OUTLAY	.00	165.00	.00	165.00	.0
100-54310-150 STREETS EQUIP REPAIRS/MAINT	2,896.61	4,384.93	20,000.00	15,615.07	21.9
100-54310-160 STREETS SUPPLIES	230.35	567.89	6,500.00	5,932.11	8.7
100-54310-170 STREETS GAS	536.19	536.19	4,000.00	3,463.81	13.4
100-54310-171 STREETS ELECTRIC	550.60	1,489.45	6,000.00	4,510.55	24.8
100-54310-173 STREETS WATER & SEWER	.00	165.68	625.00	459.32	26.5
100-54310-175 STREETS ROAD MAINTENANCE	.00	.00	25,000.00	25,000.00	.0
100-54310-180 STREETS FUEL	77.91	77.91	11,000.00	10,922.09	.7
100-54310-190 STREETS TRAINING	.00	37.50	1,000.00	962.50	3.8
100-54310-200 STREETS TELEPHONE	31.81	63.62	2,000.00	1,936.38	3.2
100-54310-280 SNOW/ICE CONTROL MATERIALS	.00	321.53	17,500.00	17,178.47	1.8
100-54310-281 TRAFFIC SIGNS/MARKINGS	.00	.00	2,000.00	2,000.00	.0
100-54310-282 HIGHWAY STRIPING/MARKING	.00	.00	500.00	500.00	.0
100-54420-000 STREET LIGHTING	2,863.10	5,696.74	30,000.00	24,303.26	19.0
100-54710-000 REFUSE COLLECTIONS	13,107.33	13,107.33	156,240.00	143,132.67	8.4
TOTAL PUBLIC WORKS	34,642.19	62,298.14	481,735.00	419,436.86	12.9

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEISURE ACTIVITIES</u>					
100-55210-110 REC DEPT WAGES	5,072.16	9,978.81	75,784.00	65,805.19	13.2
100-55210-121 REC DEPT FICA	385.19	757.72	5,798.00	5,040.28	13.1
100-55210-122 REC DEPT RETIREMENT	318.62	634.70	4,142.00	3,507.30	15.3
100-55210-123 REC DEPT HEALTH INSURANCE	628.94	1,257.88	7,608.00	6,350.12	16.5
100-55210-124 REC DEPT LIFE INSURANCE	4.37	8.74	60.00	51.26	14.6
100-55210-127 REC DEPT HSA FUNDING	.00	2,500.00	2,500.00	.00	100.0
100-55210-130 REC DEPT OTHER EXPENSE	245.00	245.00	.00	(245.00)	.0
100-55210-143 BASEBALL FIELD UPKEEP	.00	.00	450.00	450.00	.0
100-55210-160 REC DEPT SUPPLIES	140.56	140.56	2,200.00	2,059.44	6.4
100-55210-161 REC DEPT POSTAGE	.00	.00	100.00	100.00	.0
100-55210-190 REC DEPT TRAINING	.00	.00	1,250.00	1,250.00	.0
100-55210-200 REC DEPT TELEPHONE	240.57	507.34	1,500.00	992.66	33.8
100-55210-215 REC DEPT ACTIVE NETWORK	.00	.00	2,880.00	2,880.00	.0
100-55210-270 REC DEPT BASEBALL UNIFORMS	.00	.00	3,000.00	3,000.00	.0
100-55210-271 REC DEPT BASEBALL EXPENSES	.00	.00	8,000.00	8,000.00	.0
100-55210-273 REC DEPT BASKETBALL EXPENSES	.00	.00	2,300.00	2,300.00	.0
100-55210-274 REC DEPT ADULT FITNESS	.00	.00	4,000.00	4,000.00	.0
100-55210-275 REC DEPT PROGRAM EXPENSES	110.00	110.00	5,750.00	5,640.00	1.9
100-55210-277 REC DEPT GOLF EXPENSES	.00	.00	500.00	500.00	.0
100-55210-278 REC DEPT BOO IN THE BAY	.00	.00	2,000.00	2,000.00	.0
100-55410-110 PARKS WAGES	3,325.21	6,157.89	43,477.00	37,319.11	14.2
100-55410-115 PARKS CONTRACT LABOR	.00	.00	7,500.00	7,500.00	.0
100-55410-121 PARKS FICA	211.65	412.77	3,326.00	2,913.23	12.4
100-55410-122 PARKS RETIREMENT	228.71	446.73	2,360.00	1,913.27	18.9
100-55410-123 PARKS HEALTH INSURANCE	801.54	1,603.08	9,736.00	8,132.92	16.5
100-55410-124 PARKS LIFE INSURANCE	1.58	3.16	48.00	44.84	6.6
100-55410-125 PARKS UNIFORMS	112.28	243.42	2,000.00	1,756.58	12.2
100-55410-127 PARKS HSA FUNDING	.00	2,500.00	2,500.00	.00	100.0
100-55410-148 TENNIS COURT MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
100-55410-150 PARKS REPAIRS/MAINT	49.41	166.91	18,000.00	17,833.09	.9
100-55410-170 PARKS GAS	315.61	315.61	2,650.00	2,334.39	11.9
100-55410-171 PARKS ELECTRIC	523.58	1,617.76	5,700.00	4,082.24	28.4
100-55410-173 PARKS WATER & SEWER	.00	633.84	2,200.00	1,566.16	28.8
100-55410-180 PARKS FUEL	158.33	158.33	6,000.00	5,841.67	2.6
100-55411-110 LAKEFRONT WAGES	1,784.00	2,676.00	72,354.00	69,678.00	3.7
100-55411-121 LAKEFRONT FICA	.00	.00	5,535.00	5,535.00	.0
100-55411-125 LAKEFRONT UNIFORMS	.00	.00	1,000.00	1,000.00	.0
100-55411-150 LAKEFRONT REPAIRS/MAINT	468.00	468.00	3,000.00	2,532.00	15.6
100-55411-153 LAKEFRONT PIER REPAIRS	21,433.93	21,433.93	60,000.00	38,566.07	35.7
100-55411-154 LAKEFRONT PIER INSTALLATION	.00	.00	55,000.00	55,000.00	.0
100-55411-160 LAKEFRONT SUPPLIES	.00	.00	7,500.00	7,500.00	.0
100-55411-200 LAKEFRONT TELEPHONE	1.50	106.50	100.00	(6.50)	106.5
100-55412-000 GENEVA LK LEVEL CORP	.00	.00	2,880.00	2,880.00	.0
100-55415-000 ENHANCEMENT COMMITTEE	.00	.00	500.00	500.00	.0
TOTAL LEISURE ACTIVITIES	36,560.74	55,084.68	447,188.00	392,103.32	12.3

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONSERVATION & DEVELOPMENT</u>					
100-56120-000	HOLIDAY DECORATION SUPPLIES	.00	.00	1,500.00	1,500.00	.0
100-56130-000	TREE ENHANCEMENT	1,790.00	1,790.00	8,500.00	6,710.00	21.1
100-56420-190	HORVATH PROPERTY EXPENSE	.00	.00	500.00	500.00	.0
	TOTAL CONSERVATION & DEVELOPMENT	1,790.00	1,790.00	10,500.00	8,710.00	17.1
	<u>COST CATEGORY 57</u>					
100-57000-000	OPERATING TRANSFER OUT	.00	.00	137,824.00	137,824.00	.0
	TOTAL COST CATEGORY 57	.00	.00	137,824.00	137,824.00	.0
	TOTAL FUND EXPENDITURES	264,825.07	608,171.13	3,021,002.00	2,412,830.87	20.1
	NET REVENUE OVER EXPENDITURES	937,442.65	701,769.03	.00	(701,769.03)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC CHARGES FOR SERVICE</u>					
200-44460 WATER RESIDENTIAL SALES	114.71	217.40	.00	(217.40)	.0
200-44461 WATER COMMERCIAL SALES	15.93	15.93	.00	(15.93)	.0
200-44463 WATER PUBLIC FIRE PROTECTION	81.75	149.32	.00	(149.32)	.0
200-44466 MULTIFAMILY RESIDENTIAL	79.30	79.30	.00	(79.30)	.0
200-44470 WATER FORFEITED DISCOUNTS	(31.37)	470.14	.00	(470.14)	.0
200-44474 WATER OTHER REVENUE	1,928.60	2,053.60	.00	(2,053.60)	.0
200-44475 IMPACT FEES	1,060.00	3,180.00	.00	(3,180.00)	.0
TOTAL PUBLIC CHARGES FOR SERVICE	3,248.92	6,165.69	.00	(6,165.69)	.0
<u>COMMERCIAL</u>					
200-48004 INTEREST ON INVESTMENTS	393.53	805.06	.00	(805.06)	.0
200-48005 PROPERTY RENTAL/TOWER LEASE	.00	25,860.33	.00	(25,860.33)	.0
TOTAL COMMERCIAL	393.53	26,665.39	.00	(26,665.39)	.0
TOTAL FUND REVENUE	3,642.45	32,831.08	.00	(32,831.08)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER UTILITY</u>					
200-57346-000 NEW WATER METERS	1,685.60	1,685.60	.00 (	1,685.60)	.0
200-57427-000 INTEREST ON LT DEBT	.00	608.72	.00 (	608.72)	.0
200-57599-000 WATER INSURANCE EXPENSE	.00	31,383.00	.00 (	31,383.00)	.0
200-57610-140 WATER FUND CAPITAL OUTLAY	2,836.36	2,836.36	.00 (	2,836.36)	.0
200-57622-170 WATER POWER - NATURAL GAS	346.14	346.14	.00 (	346.14)	.0
200-57622-171 WATER POWER - ELECTRIC	5,572.38	16,296.11	.00 (	16,296.11)	.0
200-57623-170 WATER TESTING	100.00	100.00	.00 (	100.00)	.0
200-57630-110 WATER TREATMENT - WAGES	4,240.03	8,486.31	.00 (	8,486.31)	.0
200-57630-121 WATER TREATMENT - FICA	317.17	634.84	.00 (	634.84)	.0
200-57630-122 WATER TREATMENT - RETIREMENT	328.61	657.70	.00 (	657.70)	.0
200-57630-123 WATER TREATMENT - HEALTH INS	638.81	1,277.62	.00 (	1,277.62)	.0
200-57630-124 WATER TREATMENT - LIFE INS	13.55	27.10	.00 (	27.10)	.0
200-57630-127 WATER TREATMENT HSA FUNDING	.00	2,500.00	.00 (	2,500.00)	.0
200-57631-160 WATER TREATMENT CHEMICALS	4,569.13	4,569.13	.00 (	4,569.13)	.0
200-57635-150 WATER TREATMENT REPAIRS/ MAINT	.00	50.20	.00 (	50.20)	.0
200-57640-110 WATER DISTRIBUTION - WAGES	4,241.29	8,488.89	.00 (	8,488.89)	.0
200-57640-121 WATER DISTRIBUTION - FICA	317.27	634.98	.00 (	634.98)	.0
200-57640-122 WATER DISTRIBUTION -RETIREMENT	328.68	657.87	.00 (	657.87)	.0
200-57640-123 WATER DISTRIBUTION - HLTH INS	638.81	1,277.62	.00 (	1,277.62)	.0
200-57640-124 WATER DISTRIBUTION - LIFE INS	9.74	19.48	.00 (	19.48)	.0
200-57640-127 WATER DISTRIBUTION HSA FUNDING	.00	2,500.00	.00 (	2,500.00)	.0
200-57650-150 WATER TOWERS REPAIRS/MAINT	.00	139.09	.00 (	139.09)	.0
200-57651-150 WATER MAINS REPAIRS/MAINT	.00	11,840.77	.00 (	11,840.77)	.0
200-57652-150 WATER SERVICES REPAIRS/ MAINT	.00	5,622.95	.00 (	5,622.95)	.0
200-57656-150 CROSS CONNECTION INSPECTION	1,915.00	1,915.00	.00 (	1,915.00)	.0
200-57902-110 WATER ACCOUNTING - WAGES	3,496.18	6,374.11	.00 (	6,374.11)	.0
200-57902-121 WATER ACCOUNTING - FICA	264.94	482.59	.00 (	482.59)	.0
200-57902-122 WATER ACCOUNTING- RETIREMENT	270.94	493.98	.00 (	493.98)	.0
200-57902-123 WATER ACCOUNTING - HEALTH INS	785.72	1,571.44	.00 (	1,571.44)	.0
200-57902-127 WATER ACCT HSA FUNDING	.00	2,500.00	.00 (	2,500.00)	.0
200-57903-125 WATER METER READING - UNIFORMS	254.72	382.08	.00 (	382.08)	.0
200-57920-110 WATER ADMIN - WAGES	1,444.74	2,878.17	.00 (	2,878.17)	.0
200-57920-121 WATER ADMIN - FICA	102.54	204.22	.00 (	204.22)	.0
200-57920-122 WATER ADMIN - RETIREMENT	110.88	220.89	.00 (	220.89)	.0
200-57920-123 WATER ADMIN - HEALTH INS	400.77	786.15	.00 (	786.15)	.0
200-57920-127 WATER ADMIN HSA FUNDING	.00	1,250.00	.00 (	1,250.00)	.0
200-57921-160 WATER OFFICE SUPPLIES	1,976.01	3,198.24	.00 (	3,198.24)	.0
200-57921-200 WATER TELEPHONE	376.74	753.48	.00 (	753.48)	.0
200-57924-000 WATER ENGINEERING EXPENSE	2,698.50	2,698.50	.00 (	2,698.50)	.0
200-57925-000 WATER AUDIT EXPENSE	2,533.33	2,533.33	.00 (	2,533.33)	.0
200-57930-130 WATER DRUG TESTING EXPENSE	.00	37.50	.00 (	37.50)	.0
200-57930-140 WATER DIGGERS HOTLINE EXPENSE	865.10	865.10	.00 (	865.10)	.0
200-57930-190 WATER TRAINING EXPENSE	.00	70.00	.00 (	70.00)	.0
200-57933-180 WATER FUEL EXPENSE	16.95	16.95	.00 (	16.95)	.0
200-57935-150 WATER PLANT REPAIRS/MAINT	981.96	1,003.02	.00 (	1,003.02)	.0
TOTAL WATER UTILITY	44,678.59	132,875.23	.00 (	132,875.23)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WATER UTILITY</u>					
200-58801-000	IT SUPPORT/ANNUAL FEES	1,218.71	2,952.22	.00	(2,952.22)	.0
	TOTAL WATER UTILITY	1,218.71	2,952.22	.00	(2,952.22)	.0
	TOTAL FUND EXPENDITURES	45,897.30	135,827.45	.00	(135,827.45)	.0
	NET REVENUE OVER EXPENDITURES	(42,254.85)	(102,996.37)	.00	102,996.37	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

FIRE DEPARTMENT 2% DUES

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>2% DUES EXPENDITURES</u>					
215-52320-106	FIRE INSPECTOR OFFICER WAGES	333.33	666.66	.00	(666.66)	.0
215-52320-121	FIRE INSPECTOR FICA	40.19	79.69	.00	(79.69)	.0
	TOTAL 2% DUES EXPENDITURES	<u>373.52</u>	<u>746.35</u>	<u>.00</u>	<u>(746.35)</u>	<u>.0</u>
	TOTAL FUND EXPENDITURES	<u>373.52</u>	<u>746.35</u>	<u>.00</u>	<u>(746.35)</u>	<u>.0</u>
	NET REVENUE OVER EXPENDITURES	<u>(373.52)</u>	<u>(746.35)</u>	<u>.00</u>	<u>746.35</u>	<u>.0</u>

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
225-41100	RECYCLING TAX LEVY	72,936.19	72,936.19	108,536.00	35,599.81	67.2
	TOTAL TAXES	72,936.19	72,936.19	108,536.00	35,599.81	67.2
	<u>INTERGOVERNMENTAL</u>					
225-42500	STATE RECYCLING GRANTS	.00	.00	8,000.00	8,000.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	8,000.00	8,000.00	.0
	TOTAL FUND REVENUE	72,936.19	72,936.19	116,536.00	43,599.81	62.6

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>RECYCLING</u>					
225-54635-130	RECYCLING OTHER EXPENSE	.00	.00	20,000.00	20,000.00	.0
225-54635-131	RECYCLING FEES	6,352.00	6,352.00	77,376.00	71,024.00	8.2
225-54635-150	RECYCLING REPAIRS/MAINT	.00	.00	3,000.00	3,000.00	.0
225-54635-160	RECYCLING PROGRAM SUPPLIES	.00	.00	500.00	500.00	.0
225-54635-165	RECYCLING TIPPING FEES	1,149.27	1,149.27	15,660.00	14,510.73	7.3
	TOTAL RECYCLING	7,501.27	7,501.27	116,536.00	109,034.73	6.4
	TOTAL FUND EXPENDITURES	7,501.27	7,501.27	116,536.00	109,034.73	6.4
	NET REVENUE OVER EXPENDITURES	65,434.92	65,434.92	.00	(65,434.92)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

KISHWAUKETOE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>KNC OPERATIONS</u>					
230-58100-110	KNC REGULAR WAGES	2,157.38	4,800.40	.00	(4,800.40)	.0
230-58100-121	KNC FICA	165.04	383.41	.00	(383.41)	.0
	TOTAL KNC OPERATIONS	2,322.42	5,183.81	.00	(5,183.81)	.0
	TOTAL FUND EXPENDITURES	2,322.42	5,183.81	.00	(5,183.81)	.0
	NET REVENUE OVER EXPENDITURES	(2,322.42)	(5,183.81)	.00	5,183.81	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC CHARGES FOR SERVICE</u>					
300-44460	SEWER RESIDENTIAL SALES	414.58	735.53	.00	(735.53)	.0
300-44461	SEWER COMMERCIAL SALES	47.49	47.49	.00	(47.49)	.0
300-44470	SEWER FORFEITED DISCOUNTS	(50.68)	737.71	.00	(737.71)	.0
300-44475	SEWER CONNECTION FEE	4,500.00	13,500.00	.00	(13,500.00)	.0
	TOTAL PUBLIC CHARGES FOR SERVICE	4,911.39	15,020.73	.00	(15,020.73)	.0
	<u>COMMERCIAL</u>					
300-48004	INTEREST ON INVESTMENTS	110.68	242.39	.00	(242.39)	.0
	TOTAL COMMERCIAL	110.68	242.39	.00	(242.39)	.0
	TOTAL FUND REVENUE	5,022.07	15,263.12	.00	(15,263.12)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER UTILITY</u>					
300-58801-000 IT SUPPORT/ANNUAL FEES	1,218.71	2,952.22	.00	(2,952.22)	.0
300-58960-000 SEWER DEBT SERVICE	.00	510.75	.00	(510.75)	.0
300-58964-110 SEWER ACCOUNTING - WAGES	3,496.18	6,374.11	.00	(6,374.11)	.0
300-58964-121 SEWER ACCOUNTING - FICA	264.90	482.49	.00	(482.49)	.0
300-58964-122 SEWER ACCOUNTING - RETIREMENT	270.94	493.96	.00	(493.96)	.0
300-58964-123 SEWER ACCOUNTING - HEALTH INS	785.72	1,571.44	.00	(1,571.44)	.0
300-58964-127 SEWER ACCT HSA FUNDING	.00	2,500.00	.00	(2,500.00)	.0
300-58965-110 SEWER ADMIN - WAGES	1,444.74	2,878.17	.00	(2,878.17)	.0
300-58965-121 SEWER ADMIN - FICA	102.52	204.18	.00	(204.18)	.0
300-58965-122 SEWER ADMIN - RETIREMENT	110.88	220.88	.00	(220.88)	.0
300-58965-123 SEWER ADMIN - HEALTH INS	400.77	786.15	.00	(786.15)	.0
300-58965-127 SEWER ADMIN HSA FUNDING	.00	1,250.00	.00	(1,250.00)	.0
300-58965-140 SEWER CAPITAL OUTLAY	.00	111.82	.00	(111.82)	.0
300-58966-170 SEWER UTILITIES - NATURAL GAS	200.30	200.30	.00	(200.30)	.0
300-58966-171 SEWER UTILITIES - ELECTRIC	1,280.89	3,443.01	.00	(3,443.01)	.0
300-58967-000 SEWER FUEL EXPENSE	16.95	16.95	.00	(16.95)	.0
300-58968-150 SEWER COLLECTION SYSTEM MAINT	.00	1,800.20	.00	(1,800.20)	.0
300-58969-160 SEWER OFFICE SUPPLIES	1,975.99	3,214.16	.00	(3,214.16)	.0
300-58969-200 SEWER TELEPHONE	245.71	491.42	.00	(491.42)	.0
300-58972-000 SEWER AUDIT EXPENSE	2,533.33	2,533.33	.00	(2,533.33)	.0
300-58973-000 SEWER ENGINEERING EXPENSE	2,278.50	2,278.50	.00	(2,278.50)	.0
300-58974-000 SEWER INSURANCE EXPENSE	.00	31,383.00	.00	(31,383.00)	.0
300-58975-130 SEWER DRUG TESTING EXPENSE	.00	37.50	.00	(37.50)	.0
300-58980-300 WALCOMET SEWERAGE EXPENSES	57,685.26	57,685.26	.00	(57,685.26)	.0
300-58980-310 WALCOMET SEWER CONNECTION FEE	8,000.00	8,000.00	.00	(8,000.00)	.0
TOTAL SEWER UTILITY	82,312.29	131,419.80	.00	(131,419.80)	.0
TOTAL FUND EXPENDITURES	82,312.29	131,419.80	.00	(131,419.80)	.0
NET REVENUE OVER EXPENDITURES	(77,290.22)	(116,156.68)	.00	116,156.68	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>					
400-41100 LIBRARY FUND TAX LEVY	128,772.67	128,772.67	191,626.00	62,853.33	67.2
TOTAL TAXES	128,772.67	128,772.67	191,626.00	62,853.33	67.2
<u>COMMERCIAL</u>					
400-48004 INTEREST ON INVESTMENTS	25.87	54.47	300.00	245.53	18.2
400-48905 COUNTY REIMBURSEMENT	.00	.00	142,084.00	142,084.00	.0
400-48960 BOARD DESIGNATED DONATIONS	.00	.00	16,558.00	16,558.00	.0
TOTAL COMMERCIAL	25.87	54.47	158,942.00	158,887.53	.0
<u>MISCELLANEOUS</u>					
400-49200 OPERATING TRANSFER IN	.00	.00	6,000.00	6,000.00	.0
TOTAL MISCELLANEOUS	.00	.00	6,000.00	6,000.00	.0
TOTAL FUND REVENUE	128,798.54	128,827.14	356,568.00	227,740.86	36.1

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY OPERATIONS</u>					
400-58100-110 LIBRARY WAGES	14,514.67	27,582.71	192,408.00	164,825.29	14.3
400-58100-121 LIBRARY FICA	1,046.02	1,981.38	14,719.00	12,737.62	13.5
400-58100-122 LIBRARY RETIREMENT	816.73	1,570.97	11,300.00	9,729.03	13.9
400-58100-123 LIBRARY HEALTH INSURANCE	2,463.80	4,927.60	29,000.00	24,072.40	17.0
400-58100-127 LIBRARY HSA FUNDING	.00	8,125.00	8,125.00	.00	100.0
400-58100-130 LIBRARY MAINTENANCE & REPAIR	.00	.00	4,000.00	4,000.00	.0
400-58100-135 LIBRARY ADMINISTRATION COSTS	768.29	2,261.93	9,856.00	7,594.07	23.0
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	471.02	571.42	3,400.00	2,828.58	16.8
400-58100-155 LIBRARY BLDG SUPPLIES	.00	39.79	4,000.00	3,960.21	1.0
400-58100-160 LIBRARY SUPPLIES	157.15	157.15	4,000.00	3,842.85	3.9
400-58100-161 LIBRARY POSTAGE	.00	.00	75.00	75.00	.0
400-58100-170 LIBRARY BLDG GAS	409.27	409.27	4,000.00	3,590.73	10.2
400-58100-171 LIBRARY BLDG ELECTRIC	515.05	1,585.17	7,200.00	5,614.83	22.0
400-58100-173 LIBRARY BLDG WATER & SEWER	.00	151.24	600.00	448.76	25.2
400-58100-175 JANITORIAL SERVICES	311.52	311.52	8,000.00	7,688.48	3.9
400-58100-200 LIBRARY TELEPHONE	548.53	1,097.06	2,400.00	1,302.94	45.7
400-58200-000 BOOKS	973.81	2,194.07	13,000.00	10,805.93	16.9
400-58200-102 BOOKS DONOR DESIGNATED	15.64	15.64	.00	(15.64)	.0
400-58201-000 CHILDREN'S BOOKS	164.23	1,656.75	8,000.00	6,343.25	20.7
400-58210-000 LIBRARY TRAINING & CONFERENCES	.00	.00	800.00	800.00	.0
400-58220-000 LIBRARY MILEAGE EXPENSE	.00	.00	300.00	300.00	.0
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	19.52	48.01	2,400.00	2,351.99	2.0
400-58232-000 LIBRARY CRAFTS	30.17	79.48	500.00	420.52	15.9
400-58240-000 LIBRARY MEDIA	308.29	934.31	4,000.00	3,065.69	23.4
400-58280-000 LIBRARY PERIODICALS	462.20	669.12	3,600.00	2,930.88	18.6
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	10,558.73	10,747.61	17,885.00	7,137.39	60.1
TOTAL LIBRARY OPERATIONS	34,554.64	67,117.20	353,568.00	286,450.80	19.0
TOTAL FUND EXPENDITURES	34,554.64	67,117.20	353,568.00	286,450.80	19.0
NET REVENUE OVER EXPENDITURES	94,243.90	61,709.94	3,000.00	(58,709.94)	2057.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

LIBRARY DONATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
410-48925 FRIENDS REVENUE	.00	.00	3,000.00	3,000.00	.0
410-48940 LIBRARY CHAPIN REVENUE	.00	.00	6,000.00	6,000.00	.0
410-48955 DONOR DESIGNATED FUNDS	136.00	486.00	15,000.00	14,514.00	3.2
410-48960 BOARD DESIGNATED DONATIONS	.00	543.35	2,000.00	1,456.65	27.2
TOTAL COMMERCIAL	136.00	1,029.35	26,000.00	24,970.65	4.0
TOTAL FUND REVENUE	136.00	1,029.35	26,000.00	24,970.65	4.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

LIBRARY DONATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LIBRARY OPERATIONS</u>					
410-58200-101	BOOKS, BOARD COMMITTED	17.28	17.28	2,000.00	1,982.72	.9
410-58200-102	BOOKS, DONOR DESIGNATED	146.60	303.18	1,800.00	1,496.82	16.8
410-58240-101	MEDIA, DONOR DESIGNATED	.00	.00	100.00	100.00	.0
410-58250-000	LIBRARY CHAPIN EXPENDITURES	.00	60.20	6,000.00	5,939.80	1.0
410-58255-000	LIB FRIENDS EXPENDITURE	210.63	310.98	3,400.00	3,089.02	9.2
410-58320-000	CAPITAL, BOARD DESIGNATED	.00	.00	12,000.00	12,000.00	.0
410-58330-000	DONOR DESIGNATED EXPENDITURES	36.00	36.00	700.00	664.00	5.1
410-58340-000	BOARD COMMITTED FUNDS	149.52	149.52	.00	(149.52)	.0
	TOTAL LIBRARY OPERATIONS	560.03	877.16	26,000.00	25,122.84	3.4
	TOTAL FUND EXPENDITURES	560.03	877.16	26,000.00	25,122.84	3.4
	NET REVENUE OVER EXPENDITURES	(424.03)	152.19	.00	(152.19)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS</u>					
500-49999 DEBT PROCEEDS	.00	.00	552,061.00	552,061.00	.0
TOTAL MISCELLANEOUS	.00	.00	552,061.00	552,061.00	.0
TOTAL FUND REVENUE	.00	.00	552,061.00	552,061.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>COST CATEGORY 51</u>					
500-51210-130	MUNICIPAL COURT	.00	.00	3,090.00	3,090.00	.0
	TOTAL COST CATEGORY 51	.00	.00	3,090.00	3,090.00	.0
	<u>COST CATEGORY 54</u>					
500-54310-130	CAPITAL PROJECT MISC EXPENSE	.00	.00	175,000.00	175,000.00	.0
500-54310-140	STREETS/HIGHWAYS	.00	.00	225,241.00	225,241.00	.0
	TOTAL COST CATEGORY 54	.00	.00	400,241.00	400,241.00	.0
	<u>COST CATEGORY 55</u>					
500-55210-140	REC DEPARTMENT CAPITAL OUTLAY	.00	.00	9,500.00	9,500.00	.0
500-55410-140	PARKS/CAPITAL OUTLAY	716.07	716.07	89,230.00	88,513.93	.8
500-55411-140	BEACH/LAUNCH/LAKEFRONT/CAPITAL	.00	.00	50,000.00	50,000.00	.0
	TOTAL COST CATEGORY 55	716.07	716.07	148,730.00	148,013.93	.5
	TOTAL FUND EXPENDITURES	716.07	716.07	552,061.00	551,344.93	.1
	NET REVENUE OVER EXPENDITURES	(716.07)	(716.07)	.00	716.07	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

CAPITAL EQUIPMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
550-41100	CAPITAL EQUIP FUND TAX LEVY	35,654.98	35,654.98	53,058.00	17,403.02	67.2
	TOTAL TAXES	35,654.98	35,654.98	53,058.00	17,403.02	67.2
	<u>MISCELLANEOUS</u>					
550-49200	OPERATING TRANSFER IN	.00	.00	340,000.00	340,000.00	.0
	TOTAL MISCELLANEOUS	.00	.00	340,000.00	340,000.00	.0
	TOTAL FUND REVENUE	35,654.98	35,654.98	393,058.00	357,403.02	9.1

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

CAPITAL EQUIPMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>COST CATEGORY 52</u>					
550-52120-140	POLICE CAPITAL OUTLAY	.00	8,219.00	11,719.00	3,500.00	70.1
550-52320-140	FIRE DEPT CAPITAL OUTLAY	4,716.44	4,716.44	16,114.00	11,397.56	29.3
550-52360-140	RESCUE DEPT CAPITAL OUTLAY	355.80	355.80	3,325.00	2,969.20	10.7
	TOTAL COST CATEGORY 52	5,072.24	13,291.24	31,158.00	17,866.76	42.7
	<u>CAPITAL EQUIPMENT FUND</u>					
550-54310-140	STREETS CAPITAL OUTLAY	.00	.00	344,900.00	344,900.00	.0
	TOTAL CAPITAL EQUIPMENT FUND	.00	.00	344,900.00	344,900.00	.0
	<u>COST CATEGORY 55</u>					
550-55410-140	PARKS CAPITAL OUTLAY	.00	.00	3,600.00	3,600.00	.0
550-55411-140	LAKEFRONT CAPITAL OUTLAY	.00	.00	13,400.00	13,400.00	.0
	TOTAL COST CATEGORY 55	.00	.00	17,000.00	17,000.00	.0
	TOTAL FUND EXPENDITURES	5,072.24	13,291.24	393,058.00	379,766.76	3.4
	NET REVENUE OVER EXPENDITURES	30,582.74	22,363.74	.00	(22,363.74)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
600-41100	TAX LEVY-DEBT SERVICE	461,238.62	461,238.62	686,367.00	225,128.38	67.2
	TOTAL TAXES	461,238.62	461,238.62	686,367.00	225,128.38	67.2
	TOTAL FUND REVENUE	461,238.62	461,238.62	686,367.00	225,128.38	67.2

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2021

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
600-59160-000 PRINCIPAL-DEBT SERVICE LTD	.00	.00	540,556.00	540,556.00	.0
600-59260-000 INTEREST-DEBT SERVICE LTD	.00	11,943.28	145,811.00	133,867.72	8.2
TOTAL COST CATEGORY 59	.00	11,943.28	686,367.00	674,423.72	1.7
TOTAL FUND EXPENDITURES	.00	11,943.28	686,367.00	674,423.72	1.7
NET REVENUE OVER EXPENDITURES	461,238.62	449,295.34	.00	(449,295.34)	.0

Monthly EFT Payments					
For Month:	Feb-21				
<u>Vendor</u>	<u>Amount</u>	<u>Date</u>	<u>Purpose</u>		
Alliant Energy	\$9,698.43	2/27/2021	Monthly Electric charges		
Alliant Energy	\$2,863.10	2/17/2021	Monthly Street light charges		
American Express Merchant	\$176.84	2/3/2021	Online transaction fees		
AT&T	\$2,482.83	2/26/2021	Monthly phone charges		
Charter Communications	\$628.99	2/12/2021	Monthly internet charges-VH, Fire Dept, Rec Dept, W&S		
Charter Communications	\$109.93	2/18/2021	Monthly internet charges-Streets Dept		
Delta Dental/Vision	\$703.68	2/1/2021	February Dental & Vision Insurance Premium		
Employee Trust Funds (ETF)	\$22,604.60	2/11/2021	March Health Insurance premium		
Employee Trust Funds (ETF)	\$16,511.72	2/26/2021	January retirement remittance		
Paymentech	\$2,990.62	2/3/2021	Online transaction fees		
Pitney Bowes	\$520.99	2/10/2021	Postage meter refill		
Pitney Bowes	\$117.07	2/1/2021	Monthly rental charge		
Verizon	\$217.13	2/2/2021	Monthly Cell phone charges		
Xpress Bill Pay	\$475.83	2/5/2021	Monthly hosting fee and transaction fees		
	\$60,101.76				

MEMORANDUM OF UNDERSTANDING
for the
SCHOOL RESOURCE OFFICER (SRO)
Between
VILLAGE OF WILLIAMS BAY, WILLIAMS BAY POLICE DEPARTMENT,
and
WILLIAMS BAY SCHOOL DISTRICT

This Memorandum of Understanding, herein referred to as "Agreement," is by and between the Village of Williams Bay, herein referred to as "Village," the Williams Bay School District, herein referred to as "School District," and the Williams Bay Police Department, herein referred to as "Police Department."

This Agreement clarifies the roles of the School Resource Officer, herein referred to as "SRO," and the School District's District Administrator and Principals, herein referred to as "School District Administration," and the scope of authority and the responsibilities of the School District, the Police Department, and the Village in this collaboration.

1. **PURPOSE**

The purpose of the Agreement is to foster a community partnership between the Police Department and the School District to benefit the overall development of the school community. The major purpose of the SRO is to (1) help maintain a safe environment in our schools and (2) to increase the mutual respect between students and law enforcement.

2. **INITIAL TERM**

The initial term of this Agreement shall commence on February 25, 2019 and terminate on June 30, 2020, except as provided by Section 3 below.

3. **RENEWAL AND TERMINATION**

This Agreement shall be automatically renewed for additional school-year (July 1 through June 30) terms, unless any party provides written notice not to renew this Agreement to the other parties on or before May 1, 2020 for the initial term or on or before May 1 of any additional term.

4. **GOALS AND DUTIES OF THE SRO**

- a. The School District Administration and the SRO will work together to design and maintain a physically safe environment for School District staff, students, community members, and visitors. The SRO will assist the School District Administration in developing appropriate school safety plans.
- b. The SRO will present educational programs to School District students in grades 4K-12 on, among other topics, drug awareness, bullying, legal issues, the law enforcement profession, and internet safety.
- c. The SRO can act as an advisor for School District students who have questions or concerns about the law during the school day and how it affects them.

- d. The SRO may assist School District teachers, administrators, and other personnel in understanding the law, referral procedures, and other pertinent information.
- e. The SRO can assist the School District Administration in referring students to other social agencies such as social services, local hospitals, etc.
- f. The SRO is to work collaboratively with school officials on problems such as truancy, student parking, and discipline situations which may lead to violations of the law.
- g. The School District Administration and the SRO will collaborate on student problems which may result in a violation of the law.
- h. The SRO is to deal with issues considered to be violations of federal, state and local laws, recognizing the difference between student discipline matters and matters of safety and security warranting formal law enforcement intervention. In general, absent a real and immediate threat to a student, a teacher, or public safety, incidents involving public order offenses by students (including, but not limited to, disturbance/disruption of schools or public assembly; loitering; profanity; and fighting that does not involve physical injury or weapon) do not warrant formal law enforcement intervention, but rather shall be considered student discipline matters and referred to the School District Administration for a response. The SRO shall only be involved in student discipline matters at the direction of the School District Administration. Criminal activity that comes to the attention of the School District Administration, other than incidents involving public order offenses by students that do not create a real and immediate threat to a student, a teacher, or public safety (including, but not limited to, disturbance/disruption of schools or public assembly; loitering; profanity; and fighting that does not involve physical injury or weapon) shall be reported to the SRO or the Police Department.
- i. The SRO can be invited to staff meetings and/or other meetings upon the request of the School District Administration.
- j. The SRO shall make every effort to conduct their non-school business with students at times other than class time.
- k. The SRO will dress in his/her official police uniform.

5. PERSONNEL

- a. The Police Department's Chief of Police shall assign the SRO from one of the members of the Police Department. When an SRO is initially assigned to the School District, the Police Department's Chief of Police and the School District's District Administrator shall jointly agree on that SRO's assignment to the School District. The School District's District Administrator or designee shall meet with the Police Department's Chief of Police or his/her designee to resolve any disputes related to the selection of the SRO. In the event of an impasse regarding the selection of the SRO, the Police Department's Chief of Police shall have the final say as to the selection of the SRO, subject to the rights of the School District provided by this Agreement.

- b. The SRO shall receive the appropriate training and keep and maintain knowledge consistent with the SRO's duties. The costs for this training shall be paid in accordance with Section 12.C below.
- c. The School District shall have the right to request that the Police Department remove an SRO from assignment within the School District, temporarily or permanently. The Police Department shall accommodate any such request and assign a new SRO to the School District as soon as reasonably practical.

6. WORK DAYS

The SRO shall be available for duty under the program for each student day in the school year calendar. The SRO will also be available to the School District on staff inservice days upon request of the School District Administration.

7. WORK SCHEDULES

The SRO shall establish a weekly work schedule in conjunction with the School District Administration. The basic hours of the SRO shall be from 7:00 a.m. until 4:00 p.m. during regularly scheduled student days. Except in the event of an emergency or other unforeseen circumstance, deviation from such schedule by the SRO will require written or verbal approval of the School District Administration, in addition to the verbal approval of the SRO's Police Department supervisor.

8. ABSENCES

The SRO shall notify both the School District's District Administrator and the SRO's Police Department supervisor of each day he/she is not available for duty due to illness or otherwise. When the SRO is not available for duty due to illness or otherwise, the Police Department shall provide another officer to serve as a substitute SRO in the District.

9. OFFICER EVALUATION

The School District's District Administrator shall promptly report to the Police Department's Chief of Police or his/her designee any infractions or deficiencies in the assigned SRO's performance. At the end of the school year, the School District's District Administrator shall provide the SRO with a written performance evaluation. A copy of that evaluation shall be provided to the Police Department's Chief of Police or his/her designee. As the SRO's employer, ultimate responsibility for the supervision and evaluation of the SRO shall remain with the Village and the Police Department.

10. CO-CURRICULAR ACTIVITIES

As part of his/her responsibilities, the SRO shall attend and assist at certain select co-curricular activities of the School District as determined by the School District Administration. If such attendance and assistance results in the SRO being eligible for overtime pay, such pay will be paid 100% by the School District. However, the School District Administration can, after consultation with the Chief of Police or his/her designee, adjust the SRO's schedule for a given workweek so that the SRO is not eligible for overtime pay.

11. SCHOOL DISTRICT ADMINISTRATIVE HEARINGS

The SRO may attend suspension, expulsion, discipline, termination, grievance, or other School District administrative hearings upon request of the School District Administration. The SRO shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the officer. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence that is needed at the administrative hearing. If such attendance and assistance results in the SRO being eligible for overtime pay, such pay will be paid 100% by the School District. However, the School District Administration can, after consultation with the Chief of Police or his/her designee, adjust the SRO's schedule for a given workweek so that the SRO is not eligible for overtime pay.

12. COST SHARING AND EMPLOYMENT OF THE SRO

- a. The Village and the School District shall share in the actual wages and fringe benefits costs of the Village employing the SRO. The School District will cover 75% and the Village will cover 25% of these costs, subject to Sections 10 and 11 above.
- b. The Village shall bill the School District for the School District's share of costs as follows:
 - i. On June 15 of each term of this Agreement, the Village will bill the School District for 100% of the School District's share of costs incurred under this Agreement from January 1 through the last day of student attendance for the school year.
 - ii. On January 15 of each term of this Agreement, the Village will bill the School District for 100% of the School District's share of costs incurred under this Agreement from the first day of student attendance for the school year through December 31.
- c. The Village will pay for all professional development trainings sufficient for the SRO to keep and maintain knowledge consistent with the SRO's duties, such as knowledge and training on working with students with disabilities and on laws governing student restraint and seclusion. All Village-requested training will be approved by the Police Chief or his/her designee prior to the SRO registering for the training. The School District will pay for all professional development trainings that are specifically requested by the School District Administration. The Police Chief or his/her designee and a member of the School District Administration will work together to mutually agree on any adjustments to scheduling and staffing when an SRO's District-requested training will cause the SRO to be absent from the District during the regular school day.
- d. The SRO will not be considered an employee of the School District nor shall the School District be considered a co-employer or joint employer of the SRO.

13. INTERAGENCY AGREEMENT/EXCHANGE OF INFORMATION

The Village and the School District enter into this Agreement in order to protect the confidentiality of pupil records as required by law, while providing for the lawful disclosure of pupil records and information with the Police Department to the extent permitted by law, to serve the interests of pupils and all other concerned parties.

The exchange of information is for the purpose of investigating and in some cases prosecuting acts including but not limited to truancy, theft, harassment, assault, drug or alcohol possession, use and/or distribution, or other acts in violation of local ordinances or state statutes, and assisting the School District with administrative hearings.

It is understood and agreed that this Agreement is an Interagency Agreement that authorizes the Police Department to routinely disclose information to the School District as permitted by Wis. Stat. § 938.396(1).

For purposes of SRO access to education and pupil records, the School District designates the SRO as a school official with a legitimate educational interest in accessing education records under the Federal Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g, and in accessing pupil records under Wis. Stat. § 118.125(2)(d). The School District may provide the SRO with access to education and pupil records information maintained by the School District only as needed by the SRO to perform his/her duties as SRO. Such information may include student behavior intervention plans and student safety plans. The SRO may also be granted access to education and pupil records information in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose education or pupil records information consistent with FERPA and Wisconsin pupil records law.

Records created and maintained by the SRO for the purpose of ensuring the safety and security of persons or property in the School District, or for the enforcement of local, state, or federal laws or ordinances shall not be considered education or pupil records—even when such records may serve the dual purpose of enforcing school rules—and are not subject to the same prohibitions of access or disclosure by the SRO.

14. RELEASE OF POLICE INFORMATION

Consistent with the basic tenets of the relationship between the SRO and the School District described in this Agreement, open communication is essential for effectiveness. The SRO shall exchange information with the School District Administration regarding students' involvement in criminal activity in and around the school. This shall be limited to that which directly relates to and contributes to the safety of the school environment. The SRO shall not make any official documents, police reports, or records available to the School District, except as provided under Wis. Stat. 938.396(1).

15. INVESTIGATIONS

Formal investigations by the SROs will be conducted in accordance with applicable legal requirements. SRO investigations will also be conducted in accordance with School District board policies applicable to SRO investigations provided such policies are mutually agreeable to all parties.

16. LAW ENFORCEMENT INTERVIEWS

The SRO must coordinate with the School District Administration or the School District Administration's designee prior to the SRO conducting an interview with students or employees on School District property or at a School District function. The SRO shall demonstrate the necessity of conducting a law enforcement interview on School District property or at a School District function. The goal of this coordination is to minimize the disruption of School District operations without unreasonably hindering the SRO's ability to investigate when such investigation is necessary.

The SRO must abide by all applicable legal requirements concerning any such interview should such an interview be necessary. SRO interviews will also be conducted in accordance with School District board policies applicable to SRO interviews provided such policies are mutually agreeable to all parties.

17. SEARCHES

The SRO shall abide by all applicable legal requirements concerning searches should it become necessary to conduct searches of students or employees on property or at any School District function. The SRO may conduct searches in conjunction with the School District Administration in order to maintain a safe and proper educational environment, as permitted by law.

18. ARRESTS AND DETAINMENTS

The SRO must have agreement with the School District Administration or the School District Administration's designee prior to a student or employee being taken into custody, except where a student or employee poses a real and immediate threat to themselves, another student, an employee, or public safety, or pursuant to a warrant.

Where a student or employee poses a real and immediate threat to themselves, another student, an employee, or public safety, or pursuant to a warrant, the student or employee may be taken into custody without first reaching agreement with the School District Administration or the School District Administration's designee. However, in this situation, the SRO shall notify the School District Administration or the School District Administration's designee as soon as possible after the student or employee has been taken into custody.

Any arrest effected on school property shall be done within the confines of the law.

19. INDEMNIFICATION AND HOLD HARMLESS

The Village and the Police Department agree to defend, indemnify, and hold harmless the School District, its school board, officers, administration, employees, agents, and volunteers, individually and collectively, from and against all costs, losses, claims, demands, actions, suits, attorney fees, costs, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by the Village or the Police Department's negligence as a result of the services, equipment, property owned, leased, or rented, or other activities as shown in this Agreement. The Village and Police Department agree to provide a certificate of insurance for liability coverages satisfactory to the School District and name the School District as an additional insured on the Village and Police Department's certificate of insurance.

The School District agrees to defend, indemnify, and hold harmless the Village and the Police Department, its officers, employees, agents, and volunteers, individually and collectively, from and against all costs, losses, claims, demands, actions, suits, attorney fees, costs, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by the School District's negligence as a result of the School District's use or occupancy of the School District's facilities, equipment, property owned, leased, or rented, or other activities as shown in this Agreement. The School District further agrees to provide a certificate of insurance for liability coverages satisfactory to the Village and the Police Department and name the Village and Police Department as an additional insured on the School District's certificate of insurance.

20. INSURANCE

The Village and Police Department acknowledge their obligation to obtain and maintain throughout the term of this Agreement appropriate insurance coverage for the benefit of the Village and the Police Department, as well as the employees of the Village and the Police Department. The Village and the Police Department waive any rights to recovery from the School District for any injuries the employees of the Village or the Police Department may sustain or cause while performing services under this Agreement that are a result of the negligence of the Village, the Police Department, or the employees of the Village or the Police Department.

21. NON-WAIVER

Nothing herein is intended or shall be construed as a waiver of defenses or immunities (including the limitations of Wis. Stat. § 893.80) available under the law which the Village, the Police Department, or the School District are entitled to raise, nor shall purchase of insurance by the Village, Police Department, or the School District constitute a waiver of any such defenses and immunities.

22. AMENDMENTS

The Agreement may be amended only upon the mutual written agreement executed by all parties.

IN WITNESS WHEREOF, the Village of Williams Bay, the Williams Bay Police Department, and the Williams Bay School District have caused this Agreement to be executed by their duly authorized representatives as of the day and year below.

FOR THE VILLAGE OF WILLIAMS BAY

Walter B. Duncanson
Village President

03/21/2019
Date

FOR THE WILLIAMS BAY POLICE DEPARTMENT

Chris F. Secant
Chief of Police

3-21-19
Date

FOR THE WILLIAMS BAY SCHOOL DISTRICT

D. Wayne R. Cash
District Administrator

2/11/19
Date

Paul Lathin
School Board President

2/11/19
Date



VILLAGE OF WILLIAMS BAY

To: Village Trustees

From Dave Bretl,  Interim Village Administrator

Re: Austin Pier Service

Date: March 12, 2021

I am afraid I am not going to have much of an update regarding the above-stated topic. As a separate attachment, the two-year proposal from Austin Pier service is included in your packet. On Thursday following our committee meeting I contacted Austin. Darrell Fredrick, who I have been working with will be out of the office until Tuesday and I was not able to get a commitment or a price for a Spring 2021 installation only as a result.

At this point, our options are a one or two year deal at the price quoted. Alternatively, we can hold the item for Darrell's return. Having not been through a boating season with you I will defer to the Board in terms of the timing of when we want to have a contract in place.



VILLAGE OF WILLIAMS BAY

To: Village Trustees

From Dave Bretl,  Interim Village Administrator

Re: PBI, Inc. Building Inspection Contract

Date: March 12, 2021

Recall that following our closed session I committed to obtaining some additional information about Mr. Mesler's proposal. I think it is important that I sit down with Joe and gain a better understanding of the proposal, particularly the fee schedule which he is proposing. I am not going to have a chance to do that until Monday afternoon. I will update the Board at that time. You may not be in a position to make a final decision on Monday and, if that is the case, this may need to be deferred to a future meeting.

PROFESSIONAL BUILDING INSPECTION, INC.

January 29, 2021

Village Administrator
Village of Williams Bay
P.O. Box 250
Williams Bay, WI 53191

Re: Professional Building Inspections, Inc.

Dear Dave:

My company, Professional Building Inspections, Inc. ("PBI") has been offering services to the Village of Williams Bay. PBI is currently under contract for building professional services with several municipal governments here in the Walworth County, Wisconsin area, including the Village of Williams Bay.

My understanding is that the Village may be having a meeting to discuss the contract for building professional services.

I have requested my corporate attorney to prepare a new formal contract for building professional services for submission to the Village, attached hereto.

I believe that PBI has provided the level of professional building inspection services that the Village of Williams Bay has come to expect.

Thank again for your consideration.

Sincerely,

PROFESSIONAL BUILDING
INSPECTIONS, INC.,
a Wisconsin domestic corporation

By: Joe Mesler
Joe Mesler
President and Registered Agent

Enc.

cc: Attorney Edward F. Thompson

**VILLAGE OF WILLIAMS BAY
CONTRACT FOR
BUILDING PROFESSIONAL SERVICES**

THIS CONTRACT made and entered into this ____ day of _____, 2021 by and between the Village of Williams Bay (hereinafter referred to as "Village") and Professional Building Inspections, Inc. (hereinafter referred to as "Agency").

WITNESSETH: That the AGENCY and the VILLAGE for the consideration stated herein agree as follows:

ARTICLE I. TERM OF CONTRACT. This Contract shall become effective on March 1, 2021 and shall remain in full force and effect for a period of nine (9) months ending on December 31, 2021. This Contract shall automatically renew for a period of thirty-six (36) months beginning January 1, 2022 and ending December 31, 2024 unless either party provides written notice of intent to terminate not less than ninety (90) days in advance of the expiration date of this Contract. Renewals and extensions of the contract thereafter shall be subject to the requirements set forth in Article VIII of this document.

ARTICLE II. CONTRACT DOCUMENT. The Contract Document shall include the following documents, all of which are expressly incorporated herein as fully as if set forth verbatim in this document.

- A The Agency Proposal.
- B. Any addendum or changes to the foregoing documents agreed to by the parties hereto.

ARTICLE III. AGENCY'S REPRESENTATIONS. The Agency has familiarized itself with the nature and extent of the component parts of the Contract documents, work, locality and with all local conditions and Federal, State and local law, Village of Williams Bay ordinances, rules and regulations that in any manner may affect contract cost or work performance.

ARTICLE IV. SCOPE OF SERVICES. The Agency shall perform all services as set forth herein.

- A. Meeting Attendance
The Agency shall not be required to attend public meetings.
- B. Office Hours
 - 1. The Agency agrees to maintain office hours at the Village of Williams Bay Village Hall as follows:

Mondays from 11:00 a.m. to 1:00 p.m. and Tuesdays and Thursdays from 8:00

a.m. to 10:00 a.m. and if there are additional office hours that are required of Agency, those office hours would be billed at the rate of \$75.00 per hour.

Regular office hours may only be changed upon advance written notice and with the agreement of the Village. Reasonable deviations from the aforementioned hours shall be allowed to accommodate attendance at professional seminar and training, occasional vacation leave, sick days, and holidays. The Agency shall arrange for substitute personnel to cover any planned vacation leave.

2. The Village shall provide the necessary and appropriate office space for the Agency to perform its duties as to the office hours listed above. The Village further agrees to provide office space, desk, desk chair, file cabinet, use of a photocopier, use of a fax, a computer with internet access and other necessary supplies for the Agency to carry out its functions as the Village's Agent in this regard. Finally, the Village agrees to provide a telephone that allows the Agency to make phone calls including long distance phone calls for any and all services related to the Village's need for services pursuant to this Agreement.

C. Personnel

The Agency shall provide State Certified Inspectors employed by the Agency to perform all work covered by this contract.

D. Limitation on Scope of Services

The duties of Agency shall not include tree permits, inspections of trees, tree enforcement or tree accountability, as all tree issues shall be referred directly to the Village Administrator's office.

ARTICLE V. CHANGE IN SCOPE OF SERVICES: The Village may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Agency that the scope of the project or of the Agency's services has been changed, requiring changes to the amount of compensation to the Agency or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village and the Agency.

ARTICLE VI. COMPENSATION. The Village shall pay the Agency for the services performed under this Contract as set forth below:

A. General Services

1. Office Hours. There shall be no charge for maintaining office hours as set forth in Article IV (B1) of this document.
2. Meeting Attendance. The Agency shall not be required to attend monthly Plan Commission and monthly Staff Plan Review meetings. Any meeting attended by Agency shall be charged at the regular hourly rate.
3. Records management and clerical duties. No charge shall be assessed for routine records management, meeting preparation, or clerical support activities.
4. Non-permit generating activities shall be billed at a rate of \$105.00 per hour

with a minimum of a one (1) hour charge.

B. Building Inspection Services

1. Building Inspection Services are listed on the attached Exhibit A.
2. Compensation for Building Inspection Services is as follows:
Residential Construction — Eighty (80%) percent of all permit fees collected by Agency and/or the Village according to the current building permit fee schedule of the Village.
Commercial, Industrial, and Business Construction — 80% of all permit fees collected by Agency and/or the Village based upon said building permit fee schedule.
3. Reinspection – Seventy-five and no/100 (\$75.00) Dollars per reinspection fee.

ARTICLE VII. GENERAL TERMS AND CONDITIONS

A. Independent Contractor

It is agreed and understood between the Parties hereto that the Agency shall be considered as an independent contractor and, as such, the Agency, its employees, and any person providing services called for by this contract shall not be considered to be an employee of the Village and shall not be entitled to any benefits as an employee of the Village including, but not limited to health benefits, vacation time, sick time, retirement benefits, etc.

B. Insurance

The Agency shall during the term of the Contract maintain insurance coverage as specified in Appendix A of this document and shall furnish a current Certificate of Insurance and Endorsement as proof of required coverage before commencing any work under this contract.

C. Exclusive Provider.

The Village agrees and asserts that the Agency shall be the exclusive provider of all Building Inspection Services and Commercial Inspection Services.

The Village further agrees and asserts that the Agency is to be the exclusive provider of Building Inspection Services as described in Section 2 for the entire term of this contract excepting inspections to be performed by Agency for which building permits were issued but all inspections had not been completed.

The Parties specifically agree that additional services may be procured through the Agency but these additional services shall be optional and solely at the Village's discretion.

D. Termination For Cause

The Village may terminate the Contract, in whole or in part, if it determines that the Agency has failed to perform satisfactorily the work required. In the event the Village decides to terminate the Contract for failure to perform satisfactorily, the

Village shall provide the Agency at least thirty (30) days written notice prior to the date of termination.

If the Contract is terminated for failure to perform, the Agency shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the Agency up to the date of termination that was accepted by the Village.

E. Assignment

The Agency shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village.

F. Oral Statements

No oral statement on the part of any person shall modify or otherwise affect the terms, conditions, or specifications state in this Contract. All modifications to the Contract shall be made in writing by the Village.

ARTICLE VIII. CONTRACT RENEWAL AND EXTENSION. The Contract shall automatically renew for successive thirty-six (36) month periods subject to the same terms and conditions as contained herein. Provided, however, that the Agency may submit a written proposal to the Village for contract renewal that modifies the terms and conditions of the expiring contract not less than ninety (90) days in advance of the date of contract expiration.

ARTICLE IX. APPLICABLE LAW. This Contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

ARTICLE X. SEVERABILITY. If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legally enforceable and valid provision that is as similar in tenor to the stricken provision as legally possible.

ARTICLE XI. SUCCESSORS AND ASSIGNS. The terms and conditions set forth herein shall be binding upon the parties, their successors, and assigns.

ARTICLE XII. PUBLIC RECORDS. The Agency agrees to be bound by the requirements of the Wisconsin Public Records Law and to cooperate with the Village in evaluating and responding to public records law request.

ARTICLE XIII. ENTIRE AGREEMENT. This Contract and all other agreements, exhibits, attachments, and schedules referred to in the contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersede all prior and contemporaneous understandings

or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts on the day and year first above written.

PROFESSIONAL BUILDING INSPECTIONS, INC.,
a Wisconsin domestic corporation

By: _____
Joseph G. Mesler, President

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, Village President

Attest:

Jackie Pankau, Village Clerk

This contract is approved as to form and execution by the Village Attorney.

Mark Schroeder
Village of Williams Bay Attorney

APPENDIX A

CONTRACT STANDARDS

INSURANCE REQUIREMENTS

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Commercial General Liability and Automobile Liability Insurance – The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001) – covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability – One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Village of Williams Bay or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.

Required Provisions -The general liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Village, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: Liability arising out of activities performed by or on behalf of the Contractor(s); products and completed operations of the Contractor(s); for premises occupied or used by the Contractor(s); and vehicles owned, leased, hired or borrowed by the Contractor(s).
2. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the Village, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the Village, its elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Village, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Village.
7. Such liability insurance shall indemnify the Village, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The Contractor shall, upon demand of the Village, deliver to the Village such policy or policies of insurance and the receipts for payment of premiums thereon.

Sub-Contractors – In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the Village. At the option of the Village, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the Village a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence **shall include** an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-5.

Responsibility for Work – Until the completion and final acceptance by the Village of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

EXHIBIT A - Professional Building Inspections, Inc. - Fee Proposal

**Village of Williams Bay
Building Services 2021 Fee Schedule**

See Attached Building Inspection Services Listing.

NOTE: Building and selected planning services that do not fall within the Fee Schedule will be billed at the hourly rate with a one-hour minimum.

Village of Williams Bay

Fee Schedule

As of

6/10/2021

A. RESIDENTIAL BUILDING - 1 and 2 Family

1. New Construction \$.28 per square ft
2. Additions \$100.00 for first 600 square feet and \$.18 per square ft thereafter
3. Remodel \$75.00 per inspection – Number of inspections determined by scope of work
4. Accessory Structures \$55.00 for first 600 square feet and \$.14 per square ft thereafter
5. WI UDC Decal Per State Requirement (currently \$36.00)
6. Occupancy Permit \$100.00 per building or addition or \$45.00 per unit
7. Temporary Occupancy Permit \$75.00
8. Decks \$100.00
9. Pools-above ground \$60.00
10. Pools-in-ground \$125.00
11. Siding \$60.00
12. RE-ROOF \$60.00
13. Re-Inspection \$75.00
14. Early Start Permit \$150.00
15. Raze/Demolition \$75.00 (may be waived by inspector)
16. Moving of Buildings \$75.00 plus \$25.00 per day

B. COMMERCIAL BUILDING – All Non-Residential and Multifamily

1. New Construction \$.25 per square ft
2. New Construction Agricultural \$.20 per square ft
3. Additions \$100.00 for first 600 square feet and \$.20 per square ft thereafter
4. Remodel – Level 1 Alteration \$75.00 per inspection – Number of inspections determined by scope of work
- \$100.00 minimum
5. Remodel – Level 2 Alteration \$75.00 per inspection – Number of inspections determined by scope of work
- \$100.00 minimum
6. Remodel – Level 3 Alteration New Construction Rate
7. Occupancy Permit \$100.00 per building or addition or \$55.00 per unit
8. Temporary Occupancy Permit \$150.00
10. Re-roof \$100.00
11. Re-Inspection \$75.00
12. Early Start Permit \$100.00
13. Raze/Demolition \$70.00 (may be waived by inspector)

C. LAND DISTURBANCE AND EROSION CONTROL

1. 1 and 2 Family Residences \$100.00
2. Multi-Family \$100.00 per unit
3. Commercial, Industrial \$250.00 for first acre and \$75.00 per acre thereafter
4. Accessory Buildings \$100.00

5. Decks, patios, retaining walls, pools \$100.00

D. PLAN REVIEW FEES

1. 1 and 2 Family Residence	\$200.00
2. 1 and 2 Family Addition	\$85.00
3. 1 and 2 Family Alteration	\$55.00
4. Multi-Family Residence	\$225.00 plus \$35.00 per unit
5. Commercial/Industrial Alteration	\$250.00
6. Commercial/Industrial Addition	\$250.00
7. Accessory Building over 120 sf	\$75.00
8. Decks	\$55.00
9. Swimming Pools	\$55.00
10. Mechanical Plans	\$70.00 each
11. Revisions	\$70.00

E. ELECTRICAL

1. New Building	\$75.00 base fee plus \$.08 per sq ft
2. Service Upgrade/Rewire/Temp	\$75.00
3. Generator/ Transfer Switch	\$100.00
4. Remodel/Replacement	\$75.00 Minimum(res) -\$100.00 (com)
5. Commercial Level 2 Alteration	new building rate
6. Commercial Level 3	new building rate

F. HVAC

1. New Building	\$40.00 base fee plus \$.05 per sq ft
3. Commercial Level 2 Alteration	new building rate
4. Commercial Level 3 Alteration	new building rate

G. PLUMBING

1. New Building	\$75.00 base fee plus \$0.12 sq. ft.
2. Sanitary Building Sewer	\$75.00 first 100 feet and \$0.45/ft. thereafter
3. Storm Building sewer	\$75.00 first 100 feet and \$0.45/ft. thereafter
4. Manholes/Catch basins	\$75.00 each
5. Water Service	\$75.00 first 100 feet and \$0.35/ft. thereafter
Fire Sprinkler System	\$55.00 base fee plus \$0.08/ft. thereafter

H. DOUBLE FEES

Upon failure to obtain a permit before starting work on a building, the total fee shall be double the normal fee required. The building inspector may also issue a stop work order.

I. GENERAL NOTES

Square foot calculations shall include all floor levels, crawlspaces, basements, decks, and porches and shall be based on outside perimeter dimensions. The Building Inspection Department will be responsible for final calculation of the square footage.

Special Inspections, complaints, pre-existing permit inspections and any other duties shall be at an hourly rate with a minimum of one hour.

2021 SEWER UTILITY BUDGET

<u>2021 PROPOSED REVENUES</u>											
GL Account Num	Title	Budget 12/31/2020	Actual 12/31/2020	2021 Proposed Budget	Total Variance						
300-44460	SEWER RESIDENTAL SALES	\$780,000.00	\$850,971.00	\$1,016,060.00	\$236,060.00						
300-44461	SEWER COMMERCIAL SALES	\$145,000.00	\$133,372.00	\$153,932.00	\$8,932.00						
300-44464	SEWER PUBLIC AUTHORITY SALES	\$11,000.00	\$10,865.00	\$13,490.00	\$2,490.00						
300-44470	SEWER FORFEITED DISCOUNTS	\$5,800.00	\$4,816.00	\$4,800.00	-\$1,000.00						
300-44475	SEWER CONNECTION FEES	\$45,000.00	\$81,256.00	\$90,000.00	\$45,000.00	ESTIMATED 20 NEW HOMES AT \$4500 EA					
	TOTAL PUBLIC CHARGES FOR REVENUE	\$986,800.00	\$1,081,280.00	\$1,278,282.00	\$291,482.00						
300-48004	INTEREST ON INVESTMENTS	\$21,000.00	\$6,633.00	\$6,500.00	-\$14,500.00						
300-48005	PROPERTY RENTAL INCOME	\$9,400.00	\$9,400.00	\$9,400.00	\$0.00	FARM LEASE					
	TOTAL COMMERCIAL	\$30,400.00	\$16,033.00	\$15,900.00	-\$14,500.00						
	TRANSFER FROM REPLACEMENT FUND	\$21,000.00	\$4,372.00	\$5,500.00							
	TOTAL REVENUES	\$1,038,200.00	\$1,101,685.00	\$1,299,682.00	\$261,482.00						
<u>2021 PROPOSED EXPENDITURES</u>											
GL Account Num	Title	Budget 12/31/2020	Actual 12/31/2020	2021 Proposed Budget	Total Variance						
300-58801-000	IT SUPPORT/ANNUAL FEES	\$5,000.00	\$6,202.00	\$6,200.00	\$1,200.00						
300-58929	SEWER SYSTEM MAPPING	\$250.00	\$0.00	\$250.00	\$0.00						
300-58930-000	DEBT ISSUANCE COSTS	\$0.00	\$4,438.00	\$0.00	\$0.00						
300-58960-000	SEWER DEBT SERVICE	\$22,324.40	\$17,078.00	\$21,670.00	-\$654.40	DEBT SCHEDULE					
300-58964-110	SEWER ACCOUNTING WAGES	\$43,452.00	\$37,064.00	\$47,790.00	\$4,338.00						
300-58964-121	SEWER ACCOUNTING-FICA	\$3,325.00	\$2,958.00	\$3,656.00	\$331.00						
300-58964-122	SEWER ACCOUNTING-RETIREMENT	\$5,900.00	\$2,677.00	\$3,704.00	-\$2,196.00						
300-58964-123	SEWER ACCOUNTING-HEALTH INSURAN	\$9,111.00	\$9,717.00	\$16,824.00	\$7,713.00						
300-58964-127	SEWER ACCOUNTING - HSA FUNDING	\$2,500.00	\$2,500.00	\$4,375.00	\$1,875.00						
300-58965-110	SEWER ADMIN-WAGES	\$30,724.38	\$30,674.00	\$31,278.00	\$553.62						
300-58965-121	SEWER ADMIN-FICA	\$2,350.41	\$2,224.00	\$2,393.00	\$42.59						
300-58965-122	SEWER ADMIN-RETIREMENT	\$2,381.14	\$2,216.00	\$2,424.00	\$42.86						
300-58965-123	SEWER ADMIN-HEALTH INS	\$7,234.22	\$7,219.00	\$7,789.00	\$554.78						
300-58965-124	SEWER ADMIN-LIFE INS	\$140.55	\$0.00	\$0.00	-\$140.55						
300-58965-127	SEWER ADMIN - HSA FUNDING	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00						
300-58966-160	SEWER OPERATING SUPPLIES	\$500.00	\$159.00	\$500.00	\$0.00						
300-58966-170	SEWER UTILITIES-NATURAL GAS	\$2,300.00	\$1,361.00	\$1,500.00	-\$800.00						
300-58966-171	SEWER UTILITIES-ELECTRIC	\$11,000.00	\$10,943.00	\$11,000.00	\$0.00						
300-58967-000	SEWER TRANSPORTATION EXPENSE	\$3,400.00	\$803.00	\$3,400.00	\$0.00						
300-58967-150	SEWER VEHICLE REPAIRS & MAINT	\$1,500.00	\$0.00	\$1,500.00	\$0.00						
300-58968-150	SEWER COLLECTION SYSTEM MAINT	\$7,500.00	\$11,741.00	\$7,500.00	\$0.00						

2021 SEWER UTILITY BUDGET

GL Account Num	Title	Budget 12/31/2020	Actual 12/31/2020	2021 Proposed Budget	Total Variance					
300-58969-160	SEWER OFFICE SUPPLIES	\$7,500.00	\$10,191.00	\$10,000.00	\$2,500.00					
300-58969-200	SEWER TELEPHONE	\$600.00	\$1,060.00	\$1,100.00	\$500.00					
300-58970-000	SEWER ATTORNEY EXPENSE	\$500.00	\$0.00	\$500.00	\$0.00					
300-58972-000	SEWER AUDIT EXPENSE	\$12,000.00	\$29,038.00	\$9,000.00	-\$3,000.00					
300-58973-000	SEWER ENGINEERING EXPENSE	\$5,000.00	\$23,172.00	\$30,000.00	\$25,000.00					
300-58974-000	SEWER INSURANCE EXPENSE	\$32,000.00	\$31,666.00	\$32,000.00	\$0.00					
300-58975-130	SEWER DRUG TESTING EXPENSE	\$200.00	\$105.00	\$200.00	\$0.00					
300-58975-190	SEWER TRAINING EXPENSE	\$250.00	\$300.00	\$250.00	\$0.00					
300-58976-000	SEWER REPLACEMENT FUND	\$21,000.00	\$4,372.00	\$5,500.00	-\$15,500.00	CONFERENCE PT LIFT STATION ROOF				
300-58978-000	SLIP LINERS	\$50,000.00	\$47,266.00	\$50,000.00	\$0.00					
300-58979-000	TRANSFER TO REPLACEMENT FUND	\$0.00	\$0.00	\$0.00	\$0.00					
300-58980-300	WALCOMET SEWERAGE EXPENSES	\$823,000.00	\$781,875.00	\$800,000.00	-\$23,000.00					
300-58980-310	WALCOMET SEWER CONNECTION FEES	\$40,000.00	\$44,000.00	\$80,000.00	\$40,000.00	ESTIMATED 20 NEW HOMES AT \$4000 EA				
300-58996	I&I REDUCTION	\$35,500.00	\$20,886.00	\$35,000.00	-\$500.00	1) ENGINEERING ASSISTANCE \$20,000				
						2) SMOKE TESTING \$15,000				
	TOTAL EXPENDITURES	\$1,190,443.10	\$1,145,905.00	\$1,229,303.00	\$38,859.90					
	TOTAL SEWER FUND REVENUES	\$1,038,200.00	\$1,101,685.00	\$1,299,682.00	\$261,482.00					
	TOTAL SEWER FUND EXPENDITURES	\$1,190,443.10	\$1,145,905.00	\$1,229,303.00	\$38,859.90					
	TOTAL REVENUES	\$1,038,200.00	\$1,101,685.00	\$1,299,682.00	\$261,482.00					
	TOTAL EXPENDITURES	\$1,190,443.10	\$1,145,905.00	\$1,229,303.00	\$38,859.90					
	VARIANCE	-\$152,243.10	-\$44,220.00	\$70,379.00	\$222,622.10					

2021 WATER UTILITY BUDGET

2021 PROPOSED REVENUES											
GL Account Num	Title	Budget 12/31/2020	Actual 12/31/2020	2021 Proposed Budget	Total Variance						
200-44460	WATER RESIDENTIAL SALES	\$430,000.00	\$450,000.00	\$459,000.00	\$29,000.00						
200-44461	WATER COMMERCIAL SALES	\$84,000.00	\$71,000.00	\$72,420.00	-\$11,580.00						
200-44463	WATER PUBLIC FIRE PROTECTION	\$178,000.00	\$183,000.00	\$183,600.00	\$5,600.00						
200-44464	WATER PUBLIC AUTH SALES	\$10,000.00	\$11,656.00	\$11,890.00	\$1,890.00						
200-44465	PRIVATE FIRE REVENUE	\$3,600.00	\$3,617.00	\$3,672.00	\$72.00						
200-44466	MULTIFAMILY REIDENTIAL	\$21,000.00	\$19,511.00	\$19,901.00	-\$1,099.00						
200-44470	WATER FORFEITRED DISCOUNTS	\$4,000.00	\$3,769.00	\$3,700.00	-\$300.00						
200-44472	INVOICE SERVICE PAYMENTS		\$762.00	\$800.00	\$800.00						
200-44474	WATER OTHER REVENUE	\$4,000.00	\$4,167.00	\$4,000.00	\$0.00	WATER TAP FEES \$800/EA, NEW METERS \$150/EA, BULK WATER FEES					
200-44475	IMPACT FEES	\$10,600.00	\$21,200.00	\$21,200.00	\$10,600.00	ESTIMATED 20 NEW HOMES AT \$1060/EA					
	TOTAL PUBLIC CHARGES FOR REVENUE	\$745,200.00	\$768,682.00	\$780,183.00	\$34,983.00						
200-48004	INTEREST ON INVESTMENTS	\$43,000.00	\$11,985.00	\$12,000.00	-\$31,000.00						
200-48005	PROPERTY RENTAL/TOWER LEASE	\$56,000.00	\$57,984.00	\$57,000.00	\$1,000.00						
200-48420	IMPACT FEE INTEREST INCOME	\$380.00	\$214.00	\$220.00	-\$160.00						
200-49999	DEBT PROCEEDS	\$0.00	\$520,000.00	\$0.00	\$0.00						
	TOTAL COMMERCIAL	\$99,380.00	\$590,183.00	\$69,220.00	-\$30,160.00						
	TOTAL REVENUES	\$844,580.00	\$1,358,865.00	\$849,403.00	\$4,823.00						
2021 PROPOSED EXPENDITURES											
GL Account Num	Title	Budget 12/31/2020	Actual 12/31/2020	2021 Proposed Budget	Total Variance						
200-57346-000	NEW WATER METERS	\$25,000.00	\$14,012.00	\$25,000.00	\$0.00						
200-57346-100	METER REPLACEMENT PROGRAM	\$30,000.00	\$1,375.00	\$30,000.00	\$0.00						
200-57400-000	BILLABLE SERVICES	\$0.00	\$360.00	\$300.00	\$300.00						
200-57408-000	WATER TAX EQUIVALENT	\$109,000.00	\$105,500.00	\$100,800.00	-\$8,200.00						
200-57427-000	INTEREST ON LT DEBT	\$5,526.00	\$3,915.00	\$12,135.00	\$6,609.00	DEBT SCHEDULE (INCREASE DUE TO WATER TOWER REPAINTING LOAN)					
200-57599-000	WATER INSURANCE EXPENSE	\$32,000.00	\$31,667.00	\$32,000.00	\$0.00						
200-57600-150	WELL #3 - REPAIRS	\$800.00	\$243.00	\$800.00	\$0.00						
200-57601-150	WELL #1 - REPAIRS	\$800.00	\$0.00	\$800.00	\$0.00						
200-57602-150	WELL #2 - REPAIRS	\$800.00	\$0.00	\$800.00	\$0.00						

2021 WATER UTILITY BUDGET

GL Account Num	Title	Budget 12/31/2020	Actual 12/31/2020	2021 Proposed Budget	Total Variance						
						2021 PROJECTS: 1) CO2 UPGRADE \$30,000 (MOVE TO 2022) 2) SCADA SOFTWARE \$10,000 3) ENG TECH ASST I&I \$20,000 4) SOUTHWICK CREEK \$10,000 5) HWY 67 ENGINEERING \$58,000 6) LIME REACTOR CLEANING \$150,000 (MOVE TO 2022) 7) LEAK DETECTION & REPAIR \$100,000 8) WELL #2 PUMP REPLACE \$120,000 (MOVE TO 2022) 9) SECURITY CAMERAS \$4,000 10) CHLORINATION IMPROVEMENTS \$200,000(MOVE TO 2022) 11) WATER MAIN CONDITION STUDY \$20,000 12) WATER TOWER REPAINTING ENGINEERING \$10,000					
200-57610-140	WATER FUND CAPITAL OUTLAY	\$205,300.00	\$72,027.00	\$222,000.00	\$16,700.00						
200-57622-170	WATER POWER - NATURAL GAS	\$2,600.00	\$1,553.00	\$2,000.00	-\$600.00						
200-57622-171	WATER POWER - ELECTRIC	\$67,000.00	\$55,455.00	\$58,000.00	-\$9,000.00						
200-57623-160	WATER PUMPING SUPPLIES	\$200.00	\$0.00	\$200.00	\$0.00						
200-57623-170	WATER TESTING	\$3,000.00	\$2,448.00	\$3,000.00	\$0.00						
200-57630-110	WATER TREATMENT - WAGES	\$45,564.00	\$49,909.00	\$47,468.00	\$1,904.00						
200-57630-121	WATER TREATMENT - FICA	\$3,486.00	\$3,743.00	\$3,631.00	\$145.00						
200-57630-122	WATER TREATMENT - RETIREMENT	\$3,532.00	\$3,868.00	\$3,679.00	\$147.00						
200-57630-123	WATER TREATMENT - HEALTH INS	\$7,457.00	\$7,938.00	\$7,883.00	\$426.00						
200-57630-124	WATER TREATMENT - LIFE INS	\$42.00	\$133.00	\$140.00	\$98.00						
200-57630-127	WATER TREATMENT HSA FUNDING	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00						
200-57631-160	WATER TREATMENT CHEMICALS	\$95,000.00	\$114,668.00	\$125,000.00	\$30,000.00						
200-57632-160	WATER TREATMENT SUPPLIES	\$1,250.00	\$1,424.00	\$1,250.00	\$0.00						
200-57635-150	WATER TREATMENT REPAIR/MAINT	\$5,000.00	\$1,693.00	\$5,000.00	\$0.00						
200-57640-110	WATER DISTRIBUTION - WAGES	\$45,564.00	\$49,925.00	\$47,468.00	\$1,904.00						
200-57640-121	WATER DISTRIBUTION - FICA	\$3,486.00	\$3,744.00	\$3,631.00	\$145.00						
200-57640-122	WATER DISTRIBUTION - RETIREMENT	\$3,532.00	\$3,869.00	\$3,679.00	\$147.00						
200-57640-123	WATER DISTRIBUTION - HLTH INS	\$7,457.00	\$7,939.00	\$7,883.00	\$426.00						
200-57640-124	WATER DISTRIBUTION - LIFE INS	\$42.00	\$114.00	\$140.00	\$98.00						
200-57640-127	WATER DISTRIBUTION HSA FUNDING	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00						
200-57641-160	WATER DISTRIBUTION SUPPLIES	\$6,000.00	\$6,438.00	\$6,000.00	\$0.00						
						1) NORTHWEST TOWER (OLIVE RD) \$300,000; 2023 2) COLLIE ST TOWER \$165,000; 2022 3) POTAWATOMI RD TOWER \$165,000; 2023					
200-57650-150	WATER TOWER REPAIR/MAINT	\$47,500.00	\$509,830.00	\$0.00	-\$47,500.00						
200-57651-150	WATER MAINS - REPAIR/MAINT	\$40,000.00	\$12,260.00	\$40,000.00	0						
200-57652-150	WATER SERVICES - REPAIR/MAINT	\$5,000.00	\$2,110.00	\$5,000.00	\$0.00						
200-57653-151	WATER METER TESTING	\$2,500.00	\$20.00	\$2,500.00	\$0.00						
200-57654-150	HYDRANT REPAIR/MAINT	\$10,000.00	\$0.00	\$10,000.00	\$0.00						

2021 WATER UTILITY BUDGET

GL Account Num	Title	Budget 12/31/2020	Actual 12/31/2020	2021 Proposed Budget	Total Variance						
200-57656-150	CROSS CONNECTION INSPECTION	\$23,000.00	\$23,000.00	\$23,000.00	\$0.00						
200-57902-110	WATER ACCOUNTING - WAGES	\$43,452.00	\$37,064.00	\$47,790.00	\$4,338.00						
200-57902-121	WATER ACCOUNTING - FICA	\$3,325.00	\$2,959.00	\$3,656.00	\$331.00						
200-57902-122	WATER ACCOUNTING - RETIREMENT	\$5,900.00	\$2,677.00	\$3,704.00	-\$2,196.00						
200-57902-123	WATER ACCOUNTING - HEALTH INS	\$9,111.00	\$9,716.00	\$16,824.00	\$7,713.00						
200-57902-124	WATER ACCOUNTING - LIFE INS	\$51.00	\$0.00	\$0.00	-\$51.00						
200-57902-127	WATER ACCOUNTING - HSA FUNDING	\$2,500.00	\$2,500.00	\$4,375.00	\$1,875.00						
200-57903-125	WATER METERING READING-UNIFORMS	\$5,500.00	\$4,427.00	\$5,500.00	\$0.00						
200-57920-110	WATER ADMIN - WAGES	\$30,724.38	\$30,673.00	\$31,278.00	\$553.62						
200-57920-121	WATER ADMIN - FICA	\$2,350.41	\$2,225.00	\$2,393.00	\$42.59						
200-57920-122	WATER ADMIN - RETIREMENT	\$2,381.14	\$2,216.00	\$2,424.00	\$42.86						
200-57920-123	WATER ADMIN - HEALTH INS	\$7,234.22	\$7,219.00	\$7,789.00	\$554.78						
200-57920-124	WATER ADMIN - LIFE INS	\$140.55	\$0.00	\$0.00	-\$140.55						
200-57920-127	WATER ADMIN - HSA FUNDING	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00						
200-57921-160	WATER OFFICE SUPPLIES	\$10,000.00	\$10,623.00	\$10,000.00	\$0.00						
200-57921-200	WATER TELEPHONE	\$600.00	\$2,337.00	\$2,500.00	\$1,900.00						
200-57923-000	WATER ATTORNEY EXPENSE	\$2,000.00	\$5,380.00	\$2,000.00	\$0.00						
200-57924-000	WATER ENGINEERING EXPENSE	\$7,500.00	\$27,092.00	\$7,500.00	\$0.00						
200-57925-000	WATER AUDIT EXPENSE	\$12,000.00	\$29,038.00	\$9,000.00	-\$3,000.00						
200-57925-100	WATER RATE STUDY	\$0.00	\$2,000.00	\$10,000.00	\$10,000.00						
200-57928-000	WATER REGULATORY EXPENSE	\$760.00	\$838.00	\$840.00	\$80.00						
200-57930-130	WATER DRUG TEST EXPENSE	\$500.00	\$443.00	\$500.00	\$0.00						
200-57930-140	WATER DIGGERS HOTLINE EXPENSE	\$2,900.00	\$1,357.00	\$2,900.00	\$0.00						
200-57930-190	WATER TRAINING EXPENSE	\$3,000.00	\$1,170.00	\$3,000.00	\$0.00						
200-57933-150	WATER TRANSPORTATION REP/MAINT	\$1,500.00	\$1,150.00	\$1,500.00	\$0.00						
200-57933-180	WATER TRANSPORTATION GASOLINE	\$1,100.00	\$270.00	\$1,100.00	\$0.00						
200-57934-000	WATER DEBT SERVICE	\$16,567.00	\$12,439.00	\$65,886.00	\$49,319.00	DEBT SCHEDULE					
200-57935-150	WATER PLANT REPAIR/MAINT	\$20,000.00	\$9,866.00	\$20,000.00	\$0.00						
200-57940-000	DEBT ISSUANCE COST	\$0.00	\$5,276.00	\$0.00	\$0.00						
200-57951-000	WATER SHOP TOOLS	\$500.00	\$559.00	\$500.00	\$0.00						
200-57952-000	WATER LAB EQUIPMENT	\$3,000.00	\$1,261.00	\$3,000.00	\$0.00						
200-57988	WATER CAP PROJ/STUDY	\$5,600.00	\$4,373.00	\$5,600.00	\$0.00						
200-58801-000	IT SUPPORT/ANNUAL FEES	\$5,000.00	\$6,390.00	\$7,000.00	\$2,000.00						
200-58802	IT HARDWARE	\$2,500.00	\$0.00	\$0.00	-\$2,500.00						
	TOTAL EXPENDITURES	\$1,052,134.70	\$1,321,718.00	\$1,116,746.00	\$64,611.30						
	TOTAL WATER FUND REVENUES	\$844,580.00	\$1,358,865.00	\$849,403.00	\$4,823.00						
	TOTAL WATER FUND EXPENDITURES	\$1,052,134.70	\$1,321,718.00	\$1,116,746.00	\$64,611.30						
	TOTAL REVENUES	\$844,580.00	\$1,358,865.00	\$849,403.00	\$4,823.00						
	TOTAL EXPENDITURES	\$1,052,134.70	\$1,321,718.00	\$1,116,746.00	\$64,611.30						

2021 WATER UTILITY BUDGET

GL Account Num	Title	Budget 12/31/2020	Actual 12/31/2020	2021 Proposed Budget	Total Variance						
	VARIANCE	-\$207,554.70	\$37,147.00	-\$267,343.00	-\$59,788.30						
	WATER TOWER REPAIRS:										
	1) NORTHWEST TOWER INTERIOR PAINTING DONE IN 1988; EXTERIOR PAINTING DONE IN 2002. (THIS IS ALSO A CELL TOWER)										
	2) COLLIE ST TOWER INTERIOR AND EXTERIOR PAINTING DONE IN 2002										
	3) POTAWATOMI TOWER INTERIOR AND EXTERIOR PAINTING DONE IN 1998. (THIS IS ALSO A CELL TOWER)										
	4) THEATRE ROAD WATER TOWER INTERIOR AND EXTERIOR PAINTING DONE IN 2020										



VILLAGE OF WILLIAMS BAY

To: Village Trustees and Managers

C: Doug Snyder
Harold Friestad

From Dave Bretl, Interim Village Administrator

Re: Southwick Creek Realignment

Date: March 12, 2021

At the request of the Village Engineer, I have asked our Clerk to include the following item on our agenda for Monday under "Other Items:" "Granting permission to ECS Midwest, LLC to enter upon Village property to take soil borings and approving appropriate contract documents with ECS Midwest, LLC and the Geneva Lake Conservancy relative to the Southwick Creek Realignment Study."

I apologize that this issue is very fluid at the moment. I will provide background information at this point and Doug Snyder will be at the meeting on Monday to provide additional information and answer questions that you might have.

For sometime the Village and the Conservancy have been studying the possibility of realigning Southwick Creek. This has the potential to be a win-win project inasmuch as if the Creek can be realigned, trout habitat can be improved and the creek can be moved away from our water plant, conceivably saving the Village a significant amount in construction costs when the plant needs to be expanded.

A critical step in determining whether the project can move forward is to test soils in the area of the proposed reroute. The soils must be adequate to support creek.

Some of the borings are to be taken in the KNC and therefore Village permission will be needed in order for ECS Midwest, LLC ("ECS") to enter upon our land. That part is straight-forward.

A second fact that is straight-forward is that the Conservancy, through a donor, has agreed to pay for the cost of the borings.

As of the time of this writing on Friday, according to Mr. Snyder it is unclear whether the Conservancy has directly contracted with ECS, in which case the only Village action needed would be to grant permission to enter upon our land.

I understand that it is also possible that the Conservancy has not signed the contract, in which case, Mr. Snyder is recommending that the Village accept the proposal of ECS (attached). In that case the Village would also need to enter into a contract with the Conservancy to reimburse the Village for the cost of the borings. The proposal price is not to exceed \$15,000.

Obviously the KNC has an interest in this project. I did talk with Harold Friestad yesterday. He appeared supportive of the idea although I had not shared a copy of the specific proposal with him, which I am doing now. I would also extend an invitation to him to join us via Zoom at our Village Board meeting on Monday at 7:00 p.m. One issue in the proposal which will be of interest to the KNC is the degree to which the land will be disturbed. I am hoping Doug can shed some light on that at our meeting. The proposal requires that the actual borings be restored but specifically excludes ruts left by heavy equipment, for example.

If you are satisfied with the explanations you receive Monday night, you can provide the necessary approvals. If you need more time to think about this you could defer action, in which case I might suggest a special Village Board meeting.

Please call with any questions you may have.



ECS Midwest, LLC

Proposal for Subsurface Exploration and
Geotechnical Engineering

Proposed Southwick Creek Realignment

STH 67
Williams Bay, Wisconsin

ECS Proposal Number 42:2600-GP

February 10, 2021





February 10, 2021

Mr. Dave Bretl
Village Administrator
250 Williams Street
Williams Bay, WI 53191
Email: admin@williamsbay.org

ECS Proposal No. 42:2600-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering
Proposed Southwick Creek Realignment
STH 67
Williams Bay, Wisconsin

Dear Mr. Bretl:

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

In preparing this proposal, we have had the opportunity to review the Request for Proposal, available aerial photographs and available geologic and geotechnical information for the general site vicinity and discuss the overall project with you.

PROJECT BACKGROUND

Existing Site Conditions

The project site is located east of STH 67 (Elkhorn Road) in Williams Bay, Walworth County, Wisconsin. The site is currently undeveloped, grass/weed-covered land. Some trees and bushes are located throughout the site. Utilities, which include gas, electric, and water main are present in the immediate vicinity. At the time this proposal was written, a site-specific topographic survey was not available. The ground surface elevations at the site, estimated from the topographic information on Google Earth, vary from approximately EL. 870 to EL. 875 feet.

Project Description

Project information has been provided by Doug Snyder of Baxter & Woodman and Mr. Dale Buser of SEWRPC. We understand realignment of Southwick Creek is proposed. The intent is to put the bottom of the realigned stream in the sand and gravel and to minimize excavation depths. Since this project supports a stream realignment that discharges to Geneva Lake, the bottom of creek is not anticipated to extend below the Lake's water surface elevation (roughly EL. 865 feet above msl). Details, such as depths and side slopes, were not known at the time of this proposal. It is assumed that excavation depths will be no more than 15 feet deep to develop the creek realignment.

Assumptions were made in the formation of our scope of services. If different information becomes available and/or the design criteria are changed, we would be pleased to revise our scope of services.

SCOPE OF SERVICES

Our services will include exploration of the subsurface conditions with test borings, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses, and preparation of a geotechnical engineering report. Our proposed scope of services includes:

Field Exploration

- Field mark the boring locations utilizing simple measuring techniques relative to existing site features. These staked locations will then be referenced using a handheld GPS. The manufacturer states the typical expected accuracy for this GPS receiver, in an open sky, is 2 to 4 meters. Elevations may be interpolated from provided topographic survey or published or online topographic maps. If more precise locating of the borings or ground elevations at the boring locations is desired, it is recommended a surveyor be retained.
- Digger's Hotline will be contacted by our subcontracted driller to mark utilities.
- Mobilize a **track**-mounted drilling rig to the site.
- This proposal does not include the use of special OSHA or hazardous drilling techniques or drill crew protection. The client must inform ECS of any known environmental site conditions which could affect the health and safety of the drill crew.
- Complete rights-of-entry and access to the site are expected to be provided for us as a function of this proposal.
- ECS assumes our field services will not require permits access the site. Any permits required should be brought to our attention before drilling begins so that an appropriate fee can be determined.

-
- The map displays the proposed water supply system for the Village of Westley. Key features include:
- Alternative Route:** A yellow highlighted area indicating the proposed route for the water main.
 - Proposed Water Main:** A blue line representing the new water main installation.
 - Existing Water Main:** A green line representing the current water main infrastructure.
 - Proposed Water Treatment Plant:** A blue rectangular area labeled 'Proposed Water Treatment Plant'.
 - Proposed Water Storage Tank:** A blue rectangular area labeled 'Proposed Water Storage Tank'.
 - Other Labels:** 'Village of Westley' and 'Proposed Water Main' are also visible on the map.

- ECS Proposal No. 42:2600-GP
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Depending upon the uniformity or non-uniformity of the subsoil, or proposed grades, it may be desirable or necessary to relocate and/or drill additional test borings or extend some of the test borings deeper to assist in providing more design and construction estimate information. The need for additional or deeper test borings will be made during the performance of the field exploration program.

It is understood that Mr. Dale Buser with SEWRPC will be on-site during the exploration to assist with determining termination depths as well as potential intermediate boring locations.

Some borehole backfill settlement or expansion can and will occur over time. We have not included a cost for monitoring the boreholes after the completion of drilling activities. Settlement or expansion of the borehole backfill can create a trip hazard and should be carefully monitored by the client and/or property owner.

Laboratory Testing

- Visual classification of the soil samples by a geotechnical engineer based on ASTM D2488 (visual-manual) procedure.
- Perform basic index laboratory testing, which may include natural moisture content tests (ASTM D2216) and calibrated hand penetrometer resistance tests, on select cohesive soil samples.
- Perform as many as 6 particle size distribution analyses on select soil samples retained from the borings.

The results of the laboratory tests will be plotted on the boring logs and/or included on separate test report pages. Additional laboratory testing recommended by ECS would be in accordance with our typical rates and after your authorization.

Report

A written geotechnical engineering report that presents our findings and recommendations will be prepared after completion of testing and geotechnical engineering analysis. The geotechnical engineering report will be provided electronically and will include the following items:

- Observations from our site reconnaissance including current site conditions, surface features, and surface topographic conditions.
- A review of readily available published geologic conditions and their relevance to your planned development.
- A description of the field exploration and laboratory tests performed.
- Records of the field exploration (test boring logs) prepared in accordance with the local standard practice for geotechnical engineering. A boring location plan will be included, and the results of the laboratory tests will be plotted on the boring logs or included on a separate test report sheet. The Northing and Easting of the boring locations determined from the handheld GPS unit will be noted on the logs.

- Description of the subsurface materials encountered along with groundwater conditions observed. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- A plan noting the approximate elevation of sand/gravel at the boring locations will be provided.
- Global stability analysis of up to 4 sections to evaluate the general slope stability of an open stream channel with laid-back bank slopes. End of construction, long-term and rapid drawdown conditions will be considered. Note high and low water levels would be needed to estimate stability under drawdown conditions.
- Discussion with regard to slope batter for cut and fill areas will be provided.
- Settlement performance of subgrades under fills will be considered.
- Estimates of the D50 and D95 values of the soil near the streambed for scour analysis will be provided.
- Evaluation of the on-site soil characteristics encountered in the soil borings. More specifically, we will discuss the suitability of the on-site materials for reuse as engineered fill. We will also include compaction recommendations and general suitable material guidelines. Ground water concerns relative to the planned construction will be discussed.
- Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related geotechnical engineering for this project.

FEE

ECS will provide the described Scope of Services for a **fee not to exceed \$15,000**. This proposal assumes the soil borings can be performed during normal work hours (Monday - Friday, 7am to 5pm). Prices presented in this proposal are valid for 120 days from the date of this proposal.

If additional services are requested or required based on differing site conditions, we will contact your office (or assigned representative) for verbal and written authorization for additional services. Our fees assume a one-time, short routine post-report consultation.

SCHEDULE

We have assumed the client will assist in the coordination of our access to the site with the current site owners/occupants. After authorization to proceed and notification that the appropriate on-site personnel and property owner(s) have been informed, our approximate schedule would be as follows:

- | | |
|------------------------|---|
| • Mobilize to the Site | Typically 2 weeks after written notice to proceed |
| • Drilling Operations | Approximately 1 week |
| • Laboratory Testing | Approximately 3 days after drilling completion |
| • Final Report | Approximately 5 to 6 weeks from written notice to proceed |

The actual time from initial authorization through final report submission will depend on weather conditions, site access and utility clearance. Verbal comments on findings can typically be provided 3 to 5 days after drilling completion, if requested.

CLOSING

If other items are required because of unexpected field conditions or because of a request for additional services, you would be informed of our intentions for both your review and authorization before modifying or expanding the extent of our services.

Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal. These conditions represent the current recommendations of the GeoProfessional Business Association (GBA), the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of our services, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning a copy of the Proposal Acceptance Form to us. If you prefer to issue a separate purchase order or other written authorization, please reference this proposal as part of the contract documents. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS Midwest, LLC



Darin Maciolek, P.E.
Principal, Geotechnical Dept. Manager
DMaciolek@ecslimited.com



Charlie Gresser, P.E.
Office Manager
cgresser@ecslimited.com

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

PROPOSAL ACCEPTANCE FORM

Proposal No.: 42:2600-GP
Scope of Services: Subsurface Exploration and Geotechnical Engineering Services
Project: Proposed Southwick Creek Realignment
Location: STH 67, Williams Bay, Wisconsin

Geotechnical Subsurface Exploration & Report (\$15,000 Not to Exceed)**Accepted by:**

(Signature)

(Printed Name)

Title:**Date:**

Please complete this page and return one copy to ECS to indicate acceptance of this proposal and to initiate services on the above-referenced project. By signing, the signatory indicates that he/she has read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service. The individual or individuals that sign this agreement on behalf of the client warrant that they are duly authorized agents of the client. If you prefer to issue a separate purchase order or other written authorization, please reference this proposal as part of the contract documents.

BILLING INFORMATION

(Please Print or Type)

Invoice Delivery Preference:☐ Electronic (email) ☐ Hardcopy (USPS)**Name of Client Company:****Name of Client Contact Person:**

Title:

Email Address:

Mailing Address:

Telephone Number:

Person to Receive Invoice:

Title:

Email Address:

Billing Address:

Telephone Number:

Client Project/Account Number:**Special Conditions for Invoice:**

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 shall form the Agreement between ECS and Client.

- 1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants
- 2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.
- 3.0 STANDARD OF CARE**
- 3.1** In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.
- 3.2** CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.
- 3.3** If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.
- 3.4** If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.
- 4.0 CLIENT DISCLOSURES**
- 4.1** Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.
- 4.2** "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.
- 4.3** If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.
- 5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.
- 6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.
- 7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**
- 7.1** CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS

harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

- 7.2** CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.
- 7.3** ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.
- 7.4** CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.
- 8.0 UNDERGROUND UTILITIES**
- 8.1** ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.
- 8.2** CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.
- 8.3** CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.
- 9.0 SAMPLES**
- 9.1** Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.
- 9.2** Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.
- 10.0 ENVIRONMENTAL RISKS**
- 10.1** When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.
- 10.2** When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.
- 10.3** Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.4** In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.
- 10.5** Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.
- 10.6** CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near

the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

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

12.0 SAFETY

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

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.
- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

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

16.0 DEFECTS IN SERVICE

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

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

18.0 LIMITATION OF LIABILITY

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

- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION -** CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the State of Wisconsin, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION -** Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT -** CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY -** Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL -** All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Important Information about This Geotechnical Engineering Proposal

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

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

Participate in Development of the Subsurface Exploration Plan

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

Expect the Unexpected

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

Have Realistic Expectations; Apply Appropriate Preventives

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

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

Realize That Geoenvironmental Issues Have Not Been Covered

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

Obtain Professional Assistance To Deal with Mold

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

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

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

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

Read Responsibility Provisions Closely

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

Rely on Your Geotechnical Engineer for Additional Assistance

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



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

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