



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

COMMITTEE MEETINGS

WEDNESDAY, JANUARY 11, 2023 AT 6:30 PM

AGENDA

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

- I. Streets & Highways Committee – Stanek, D'Alessandro, Vlach**
 - a. Call to Order
 - b. Roll Call
 - c. Streets & Highways Committee Meeting Minutes of December 14, 2022 (5:45pm)
 - d. Streets & Highways Committee Meeting Minutes of December 14, 2022 (6:30pm)
 - e. Congress St. Speed Limit Signs
 - f. 119 Conference Point Rd.- Status Update
 - g. Adjourn
- II. Protective Services Committee – Vlach, Umans, Jaramillo**
 - a. Call to Order
 - b. Roll Call
 - c. Protective Services Committee Meeting Minutes of December 14, 2022
 - d. Joint Finance & Personnel and Protective Services Committee Meeting Minutes of December 19, 2022
 - e. Monthly Numbers
 - f. Adjourn
- III. Parks & Lakefront Committee – D'Alessandro, Stanek, Wright**
 - a. Call to Order
 - b. Roll Call
 - c. Parks & Lakefront Committee Meeting Minutes of December 14, 2022
 - d. Parks & Lakefront Committee Meeting Minutes of December 19, 2022
 - e. Recreation Directors Report
 - f. Recreation Department Numbers for 2022
 - g. Adjourn
- IV. Finance & Personnel Committee – Wright, D'Alessandro, Umans**
 - a. Call to Order
 - b. Roll Call

- c. Finance & Personnel Committee Meeting Minutes of December 14, 2022
- d. Joint Finance & Personnel and Protective Services Committee Meeting Minutes of December 19, 2022
- e. R-2-23 Establishing salaries and expense reimbursement levels of Village President and Village Trustees
- f. Clerk and Treasurer Appointments
- g. Proposals from Gordon Flesch- Laserfiche Software and Document Storage Project
- h. Adjourn

V. Water & Sewer Committee – Umans, Jaramillo, Stanek

- a. Call to Order
- b. Roll Call
- c. Water & Sewer Committee Meeting Minutes of December 14, 2022
- d. 01/10/23 WDOT Bid results for STH 67 Utilities - Update from Baxter Woodman
- e. Public Works Update
- f. Engineer's Update
- g. Adjourn

VI. Building, Zoning & Ordinance Committee – Jaramillo, Vlach, Wright

- a. Call to Order
- b. Roll Call
- c. Building, Zoning & Ordinance Committee Meeting Minutes of December 14, 2022
- d. Bailey Estates- Phase 4B- Request to Reduce the Letter of Credit
- e. Adjourn

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

Posted: 01/09/2023 5:00 PM
Amended 01/10/2023 Posted: 12:00 PM



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UNOFFICIAL MINUTES STREETS AND HIGHWAYS COMMITTEE WEDNESDAY, DECEMBER 14, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Stanek at 6:30pm.

Roll Call

Trustees Stanek, D'Alessandro and Vlach

Also Present: President Duncan, Trustee Jaramillo, Umans and Wright, Administrator Tobin, Treasurer Peternell, Director of Public Works Edwards, Recreation Director Rowland, and Village Engineer Snyder.

Meeting Minutes

Vlach/D'Alessandro motion to approve meeting minutes of November 16, 2022. Motion carried unanimously.

Update on State Highway 67 Project

Snyder stated that the bids for construction on STH 67 will be let on January 10, 2023.

Parking on N Walworth

The Committee discussed the 1-hour parking limit in the downtown area. After complaints were received regarding cars being parked for more than an hour, the Police Department started enforcing and issuing parking tickets. Several business owners were present to discuss the nature of their business that provides services that require more than an hour. Other business owners stated that 1 hour parking would help their business so that more customers have access to their establishment. Discussion was held regarding changing the time limit to 2 or 3 hours. Snyder stated that he can provide a plan at the February 2023 meeting in conjunction with the STH 67 construction plans. No action was taken.

Functional Classification Change – WisDOT

The WisDOT notified the Village regarding needing to change the functional classification of the North Lake Shore Drive from 67 to past George Williams College on the SW end of town. It will be changing from a minor arterial to a collector. The main purpose of the classifications is to determine eligibility for federal funding. Baxter Woodman recommends that the Village accept this change. Vlach/D'Alessandro motion to recommend Village Board approval of the WisDOT Functional Classification Change. Motion carried unanimously.

Adjourn

Vlach/D'Alessandro motion to adjourn at 7:08pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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UNOFFICIAL MINUTES STREETS AND HIGHWAYS COMMITTEE WEDNESDAY, DECEMBER 14, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Stanek at 6:30pm.

Roll Call

Trustees Stanek, D'Alessandro and Vlach

Also Present: President Duncan, Trustee Jaramillo, Umans and Wright, Administrator Tobin, Treasurer Peternell, Director of Public Works Edwards, Recreation Director Rowland, and Village Engineer Snyder.

Meeting Minutes

Vlach/D'Alessandro motion to approve meeting minutes of November 16, 2022. Motion carried unanimously.

Update on State Highway 67 Project

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Adjourn

Vlach/D'Alessandro motion to adjourn at 7:08pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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UNOFFICIAL MINUTES PROTECTIVE SERVICES COMMITTEE WEDNESDAY, DECEMBER 14, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Vlach at 7:08pm

Roll Call

Trustees Vlach, Jaramillo and Umans

Also Present: President Duncan, Trustees D'Alessandro, Stanek and Wright, Administrator Tobin, Treasurer Peternell, Director of Public Works Edwards, Recreation Director Rowland and Engineer Snyder.

Meeting Minutes

Umans/Jaramillo motion to approve meeting minutes of November 16, 2022. Unanimously carried.

Umans/Jaramillo motion to approve Joint Finance & Personnel and Protective Services Committee meeting minutes of December 5, 2022. Unanimously carried.

Fontana EMS Reports

The Committee reviewed the November EMS reports.

KNC Snowmobile Trail Request

Vlach stated that he was contacted by a KNC Board member regarding the time and costs involved to install the snowmobile trail signs in KNC. Discussion was held regarding ways to contribute funds to KNC to offset their costs. D'Alessandro stated that he will talk to the business owners to see if they would make a donation to help with the costs.

Monthly Numbers

The Committee reviewed the November 2022 Police Activity.

Adjourn

Umans/Jaramillo motion to adjourn at 7:20pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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UNOFFICIAL MINUTES JOINT PROTECTIVE SERVICE COMMITTEE AND FINANCE/PERSONNEL COMMITTEE 12/19/2022 MEETING MONDAY, DECEMBER 19, 2022 AT 6:00 PM

I. Call to Order

George Vlach called the meeting to order at 06:01pm for the Protective Services Committee and Lowell Wright Called the meeting to order at 06:01pm for the Finance & Personnel Committee.

II. Roll Call

Present: Lowell Wright, Robert Umans, Jim D'Alessandro, George Vlach, Adam Jaramillo

Also Present: Chief Timm, Administrator Tobin, Clerk Kolls

III. Pledge of Allegiance

IV. Meeting Items

- A. Consider a motion to convene into closed session pursuant to the exemption contained in Wis. Stats. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

-Police Chief Contract

The motion to convene into closed session was initiated by George Vlach and seconded by Rob Umans at 06:03pm for the Protective Services Committee and was initiated by James D'Alessandro and seconded by Lowell Wright at 06:03pm for the Finance and Personnel Committee. Unanimously Carried.

- B. Motion to reconvene into open session

The motion to reconvene into open session was initiated by Robert Umans and seconded by Adam Jaramillo at 6:20pm. Unanimously carried.

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

The motion to Recommend Village Board Approval of the possible discussion of/action for those items discussed in closed session contingent on discussed changes was initiated by Jim D'Alessandro and seconded by Robert Umans. Unanimously carried.

V. Adjournment

The motion to adjourn was initiated by Rob Umans and seconded by Lowell Wright at 06:21pm for the Protective Services Committee and was initiated by George Vlach and seconded by Adam Jaramillo at 06:21pm for the Finance & Personnel Committee. Unanimously carried.

/s/ Tina Kolls, Village Clerk



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UNOFFICIAL MINUTES PARKS AND LAKEFRONT COMMITTEE WEDNESDAY, DECEMBER 14, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman D'Alessandro at 7:20pm

Roll Call

Present: Trustees D'Alessandro, Stanek and Wright

Also Present: President Duncan, Trustee Jaramillo, Umans and Vlach, Administrator Tobin, Treasurer Peternell, Director of Public Works Edwards, Recreation Director Rowland and Engineer Snyder.

Meeting Minutes

Wright/Stanek motion to approve meeting minutes of November 16, 2022. Unanimously carried.

Bid# WB-2022-02 Basketball and Tennis Court Construction

The Committee reviewed the bid submitted for the construction of new basketball and tennis courts. Sherrer Construction provided the lowest bid at \$219,500; the amount included in the borrowing for this project was \$250,000. Wright/Stanek motion to recommend Village Board approval of Sherrer Construction's bid in the amount of \$219,500. Unanimously carried.

Monthly Reports for Rec Department

The Committee reviewed the monthly recreation department activity reports.

Adjourn

Wright/Stanek motion to adjourn at 7:27pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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UNOFFICIAL MINUTES PARKS & LAKEFRONT COMMITTEE MEETING 12/19/2022 MEETING MONDAY, DECEMBER 19, 2022 AT 5:45 PM

I. Call to Order

James D'Alessandro called the meeting to order at 05:45pm.

II. Roll Call

Present: Jim D'Alessandro, Lowell Wright

Also Present: Trustee, Rob Umans, Administrator Tobin, Clerk Kolls, Recreation Director Dave Rowland

Excused: Matt Stanek

III. Part-time Sports Coordinator - Recreation Department

A discussion was held regarding the position, job description, required experience and the need to assess the Lakefront operations numbers/balance sheets.

Lowell Wright recommended the Part-time Sports Coordinator Position for the Recreation Department be forwarded to the Village Board Meeting for approval and Jim D'Alessandro seconded the recommendation. Unanimously carried.

IV. Adjourn

The motion to adjourn was initiated by James D'Alessandro and seconded by Lowell Wright at 05:58pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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Recreation Department Director Report by Dave Rowland 1/6/2023

- Pickleball has been off to a great start, with all three classes seeing great attendance the first three Sunday's. We continue to see drop in attendance from residents that are learning about the program and would like to see more days. Right now, we are working with the school district but at this time of the year most of the gym space is full. The school district is open to running tournaments, so I will continue to work with them on potential dates.
- We have had four people reach out to me about the new sports coordinator position. No one has applied yet, but my hope is that some of those interested will apply by next week.
- We were able to get one week out of the rink so far and had a great response from the community. We need about four days of cold weather (Not to go over 20F) for it to fully freeze again. We had some good donations as well for the concessions we are offering. Throughout the week that it was open we had about 80 people stop by and use it.
- Working with the Police Department, Library, and School District we will be running a Truck-A-Palooza on Saturday, April 15 from 4-6pm at the High School parking lot. We will be asking various companies and departments for use of some of their vehicles for families to check out.
- Also working with the school district, we will be running a frisbee golf tournament in the summer. I still have to meet with George Williams, but my first plan is to utilize the old back 9 golf course if we are allowed. If we cannot use that we will be running the tournament on school grounds.
- Working with different teachers we are looking at starting Jazzercise in March at the Lions Field House on Monday, Thursday and Saturday mornings as well as Yoga a couple of days a month.
- Our department was trained in Xpress Bill Pay to allow us to offer online registration to the community. The hope is to go live starting February 1.
- Our first family and ski day at Alpine Valley was a great success. Our next date is Friday, January 13 from 3:00-7:00pm at Alpine Valley. Ski Lift tickets are \$25 for anyone and \$25 for rentals.



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UNOFFICIAL MINUTES FINANCE AND PERSONNEL COMMITTEE WEDNESDAY, DECEMBER 14, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Wright at 7:27pm

Roll Call

Trustees Wright, D'Alessandro and Umans

Also Present: President Duncan, Trustees Jaramillo, Stanek and Vlach, Administrator Tobin, Treasurer Peternell, Director of Public Works Edwards and Recreation Director Rowland.

Meeting Minutes

Umans/D'Alessandro motion to approve meeting minutes of November 16, 2022, December 5, 2022, Joint Finance & Personnel Committee and Protective Services Committee December 4, 2022, and December 7, 2022. Unanimously carried.

LWMMIC Insurance Renewal

Tobin presented the 2023-2024 insurance renewal rates. The total premium for Liability, Property, Crime and Worker's Compensation increased from \$110,852 to \$112,983 or 1.9%. D'Alessandro/Umans motion to recommend Village Board approval of the 2023-2024 renewal rates. Unanimously carried.

Update to EMS Agreement with Fontana

Tobin presented an updated EMS agreement with Fontana with changes suggested by their Village Attorney. Umans/D'Alessandro motion to recommend Village Board approval of changes to EMS agreement. Unanimously carried.

Purchase of New Computers – Vanguard Computers Inc

Tobin presented the quote to replace a total of 13 desktop/laptop computers for Village Hall, Police Department, Recreation Department and EMS in the amount of \$10,864.11. Tobin stated that the pricing is through the State of Wisconsin contract and was included in the 2022 borrowing. Umans/D'Alessandro motion to recommend Village Board approval of purchasing the computers in the amount of \$10,864.11. Unanimously carried.

Purchase of Beach Cleaner and Utility Tractor

Edwards presented quotes for a new beach cleaner in the amount of \$29,354 and a utility tractor in the amount of \$34,406.58. Edwards stated that \$75,000 was included in the 2022 borrowing for the beach cleaner and requested that a utility tractor be approved for purchase with the remaining funds allocated for the beach cleaner. Umans/D'Alessandro motion to recommend Village Board approval of the purchase of the beach cleaner in the amount of \$29,354 and the utility tractor in the amount of \$34,406.58. Unanimously carried.

Part-Time Sports Coordinator – Recreation Department

D'Alessandro requested this item to be tabled and presented to the Parks & Lakefront Committee for discussion.

Adjourn

Umans/D'Alessandro motion to adjourn at 7:49pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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UNOFFICIAL MINUTES JOINT PROTECTIVE SERVICE COMMITTEE AND FINANCE/PERSONNEL COMMITTEE 12/19/2022 MEETING MONDAY, DECEMBER 19, 2022 AT 6:00 PM

I. Call to Order

George Vlach called the meeting to order at 06:01pm for the Protective Services Committee and Lowell Wright Called the meeting to order at 06:01pm for the Finance & Personnel Committee.

II. Roll Call

Present: Lowell Wright, Robert Umans, Jim D'Alessandro, George Vlach, Adam Jaramillo

Also Present: Chief Timm, Administrator Tobin, Clerk Kolls

III. Pledge of Allegiance

IV. Meeting Items

- A. Consider a motion to convene into closed session pursuant to the exemption contained in Wis. Stats. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

-Police Chief Contract

The motion to convene into closed session was initiated by George Vlach and seconded by Rob Umans at 06:03pm for the Protective Services Committee and was initiated by James D'Alessandro and seconded by Lowell Wright at 06:03pm for the Finance and Personnel Committee. Unanimously Carried.

- B. Motion to reconvene into open session

The motion to reconvene into open session was initiated by Robert Umans and seconded by Adam Jaramillo at 6:20pm. Unanimously carried.

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

The motion to Recommend Village Board Approval of the possible discussion of/action for those items discussed in closed session contingent on discussed changes was initiated by Jim D'Alessandro and seconded by Robert Umans. Unanimously carried.

V. Adjournment

The motion to adjourn was initiated by Rob Umans and seconded by Lowell Wright at 06:21pm for the Protective Services Committee and was initiated by George Vlach and seconded by Adam Jaramillo at 06:21pm for the Finance & Personnel Committee. Unanimously carried.

/s/ Tina Kolls, Village Clerk



VILLAGE OF WILLIAMS BAY

R-2-23

RESOLUTION ESTABLISHING SALARIES AND EXPENSE REIMBURSEMENT LEVELS OF VILLAGE PRESIDENT AND VILLAGE TRUSTEES

WHEREAS, the salaries and expense reimbursement levels as well as the manner of their payment for the Village President and Village Trustees will be established by resolution of the Village Board and reviewed annually in January by the Village Board;

WHEREAS, it is appropriate to establish salary and expense reimbursement levels sufficient to encourage active interest in the electorate in serving as trustees of the Village of Williams Bay; and,

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

- (1) The Village President shall receive an annual salary of \$3750;
- (2) The Village Trustees shall receive an annual salary of \$2350;
- (3) The Village President and Village Trustees shall individually receive an annual expense payment of \$600 to reimburse them for expenses incurred by them in the performance of their duties;
- (4) Salary and expense reimbursement payments shall be paid in Quarterly installments;

Approved by the Village Board of the Village of Williams Bay this _____ day of _____, 2023.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



ORDER FORM

GFCONSULTING ENTERPRISE CONTENT MANAGEMENT LICENSING AND SERVICES

BILLING INFORMATION				
Client	Village of Williams Bay	Date: 12/16/2022		
Project Name	Laserfiche Cloud Electronic Content Management			
Billing Contact	Tina Kolls			
Billing Address	250 Williams St, Williams Bay WI 53191			
Billing Email	admin@vi.williamsbay.wi.gov	Phone	262-275-2700	
Laserfiche Licensing Fees – Cloud Model		Qty.	One-time Fees	Annual Fees
• Municipality Site License		1		\$3,100.00
GFC Professional Services Fees				
Professional Services to design, configure and train, as detailed in accompanying Statement of Work.			\$6,000.00	
GFC Support Services Fees				
Standard Support Plan- Refer to Appendix 1 for Plan Details				\$893.00
Totals				
*Total Project Cost				\$9,993.00

*Pricing is effective until 1/13/2022.

Agreement and Billing Terms

1. Agreement. This Order Form: GFConsulting Enterprise Content Management Licensing and Services ("Order"), states the terms and conditions by which you agree that you will receive from Gordon Flesch Company, Inc. ("GFC") and its partners ("GFC Partners") the Solutions described in this Order and any Statements of Work or Scope of Services Agreement for Laserfiche enterprise content management ("ECM") services accepted and executed by you and GFC (each Statement of Work or Scope of Services is referred to herein as an "SOW"). By signing this Order, you agree to the terms herein plus any and all SOWs executed by you now and in the future. Each SOW will be in a form prescribed by GFC, and upon execution by you and GFC will constitute a part of this Order to the same extent as if they were set forth in full herein. This Order and all SOWs delivered with this Order and anytime thereafter, are collectively referred to herein as the "Order." The terms "Order" and, "hereof", "herein", and "hereunder", mean this Order together with each SOW and each service level agreement, addendum, supplement, appendix, exhibit and schedule attached hereto. Except as specifically provided in a particular SOW, to the extent the terms and conditions of this Order are inconsistent with the terms and conditions of any SOW, service level agreement, addendum, supplement, appendix, exhibit or schedule, the terms and conditions in this Order will prevail.
2. Term and Term Extensions. The term of this Order during which the Solutions are provided is twelve (12) months, beginning on the date GFC orders the Laserfiche software license(s) set forth above (the "Start Date"). If you wish to extend the term of this Order and the Solutions provided pursuant to this Order for an additional 12-months beyond the Start Date or anniversary of the Start Date, you may



do so by authorizing the extension via email, or by authorizing the extension via the final GFC invoice for the then current term.

3. Your Selections. You acknowledge that although GFC may provide recommendations, you have selected (or will select) the type, size, design, plan, capacity, quantity, functionality, manufacturer, licensor, and supplier of the equipment, Software, services, and any other hardware or services referred to in this Order (collectively, the "Solutions"), on the basis of your own judgment, and that it meets provisions of your purchase order pursuant to which GFC may have acquired the Solutions. Any purchase order issued by you to GFC for the Solutions is solely for purposes of your authorization and does not in any way supersede, modify or become a part of this Order or the agreement between you and GFC. ECM will be provided in accordance with the attached Schedule 1.
4. Software and End User Agreements. Laserfiche and other Software, embedded, installed or separate from any equipment, and software-as-a-service, and the applicable software license rights are also separately referred to herein as the "Software." GFC will provide support for and configuration of Laserfiche and any other Software as provided in this Order. You acknowledge that installation and configuration of most software, applications, and technology related products, including Laserfiche, commonly require that all end users, including you as end user, agree to certain end user license agreements, service level agreements, and related agreements (collectively, the "End User Agreements"). To that end, you hereby authorize GFC and GFC Partners to accept and/or agree to on your behalf, all such End User Agreements related to the Solutions that GFC or GFC Partners encounter while installing, configuring, supporting, and/or servicing the Solutions and your existing hardware and software. Links to locate and review such End User Agreements for Solutions included in this Order or in an SOW, including but not limited to Laserfiche, are available at <http://www.gflesch.com/terms-and-conditions>.
5. Licensing Fees and Payments. The Laserfiche licensing fees for the initial twelve (12) month term are included as part of the Total Project Costs stated herein. Additional Laserfiche licenses purchased during the current term will be charged to you at the rate set forth herein, and will be pro-rated based on the number of days remaining in the current term. GFC will invoice you for Laserfiche licensing fees in advance for any additional twelve (12) month terms. All payments made to GFC are nonrefundable. You will make the first payment on or before the date indicated herein, or in any event not later than the due date of the first invoice issued by GFC pursuant to this Order. Subsequent payments will be due and payable in advance, on the same day of each month thereafter, unless otherwise provided herein or as invoiced by GFC, until the total number of payments under this Order have been made. GFC will invoice you for 50% of the Total Project Costs set forth above upon receipt of this signed Order. The remaining fees for GFC services including any change orders that may be agreed to in writing, will be invoiced upon completion of all services described above and in the accompanying SOW.
6. Late Payments. If you fail to pay any part of a payment or any other sum to GFC within ten (10) days after the due date thereof you agree to pay GFC a late fee of ten percent (10%) of the overdue amount plus accrued interest on the late payment from the expiration of said ten (10) days until paid, at a rate equal to the lesser of 1.5% per month or the highest legal rate permitted.
7. Fees and Taxes. You agree to pay when due, all applicable fees and taxes (including but not limited to, personal property tax, sales or use tax), imposed in connection with this Order and the Solutions provided to you. To the extent any state or other governmental entity, assesses or otherwise imposes taxes or fees arising from this Order, you will reimburse GFC for such sums upon demand. Any duplication of such fee or tax payments by GFC and you are your responsibility.
8. GFC Partners. Because management of your business technology and data is important, GFC strives to partner with the best available third party vendors for Solutions including but not limited to





hardware, software, cloud-based data storage, and ECM. But even the industry's best hardware, software, ECM, and cloud-based data storage services providers, including GFC Partners, provide their goods and services with no or substantially limited warranties and liability, including, without limitation, warranties and limitations of liability in connection with any Data Breach. Such waivers of warranty and limitations of liability are standard fare among leading vendors in their respective industries. Consequently, GFC must offer the Solutions to you subject to these same terms and conditions. GFC cannot provide warranties or assume liability for the equipment manufactured by others, Software created by others, or any of the services performed by GFC Partners.

9. Insurance. During the Term, you will maintain at your expense, (a) property insurance, insuring any equipment owned by GFC, against all risks of loss or damage for the full replacement value thereof and naming GFC as loss payee, and (b) public liability insurance covering the equipment, and cybersecurity insurance, all naming GFC as an additional insured. Said insurance must be in form and amount and with companies having an A.M. Best rating of "A" or better. You must deliver proof of such coverage to GFC within thirty (30) days of the date of this Order. You will pay GFC all deductible amounts upon the occurrence of a loss. You must obtain endorsements that will give GFC thirty (30) days written notice before said insurance is altered or cancelled and that said insurance to GFC will not be invalidated by any act or omission by you. The proceeds of such insurance will be used as determined by GFC in its sole discretion. You appoint GFC as your attorney-in-fact in connection with any such insurance proceeds. If you fail to provide proof of insurance as required, GFC may acquire such insurance. The cost thereof, plus administrative fees will become due and payable with your next payment. Any duplication of such cost is your responsibility.
10. Connectivity, Security. It is your responsibility to provide adequate and secure connectivity to enable the Solutions to perform to your satisfaction. You acknowledge and agree that GFC does not guarantee or warrant the quality, speed, security or uninterrupted availability of the Solutions as it relates to the connectivity provided by you. You acknowledge that the communications lines used to access the Solutions are provided by you and a third party public utility or by private companies over which GFC has no control, and that the security of data transmission over such lines to provide the Solutions is not the responsibility of GFC. Accordingly, except to the extent caused directly by the reckless or willful misconduct of a GFC employee but subject to the limitations of liability in this Order, GFC will have no liability to you arising from or related to the transmission or lack of transmission of data over the communications lines used to access the Solutions, or for any attempted or actual access, modification, damage, loss, deletion, misappropriation, or compromise of any data in connection with the Solutions.
11. Your Data. You acknowledge that although GFC may provide recommendations, you agrees that the responsibility of acquiring tools for managing, storing, backing up, and securing data, which include the Solutions you obtain from GFC and GFC Partners, is with the owner of such data. Furthermore, you acknowledge and agree that in the use of the Solutions, including but not limited to the transmission and storage of data, that despite every effort by you, GFC and GFC Partners to minimize risk, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by willful attack or otherwise and perhaps not be recoverable ("Data Breach"). To that end, in the event of any Data Breach, you acknowledge and agree that GFC will have no liability to you related to any such Data Breach, except to the extent caused directly by the reckless or willful misconduct of a GFC employee, but subject to the limitations of liability in this Order. GFC will endeavor to assist you in the recovery and restoration of such data at your sole cost.
12. Data Back Up. GFC and GFC partners may install and/or configure the Solutions and/or your existing hardware and software on your computer(s), computer network and/or other office equipment and you acknowledge that it is advisable for you to back up all data on your computer equipment that



you deem necessary prior to such installation and/or configuration. You acknowledge that it is advisable to back up all data on your computer equipment on at least a daily basis following installation.

13. **Default and Cross Default.** If you fail to pay any amount herein when it is due, or fail to timely perform any other obligation as required herein, or if you suspend business, become insolvent, file bankruptcy, enter into or petition for a creditors' arrangement, or if a receiver is appointed for any of your property, or if you are in default under any other agreement with GFC or any End User Agreement, You will then be in default under this Order and any other agreements with GFC. Upon default, the Accelerated Payment (defined below) will become immediately due and owing and GFC will have all rights and remedies available to it, including but not limited to, the right, but not the obligation, to exercise any or all of the following remedies: (i) terminate your right to possession of any or all items of the equipment owned by GFC and Software; (ii) take possession of any or all items of equipment owned by GFC and Software; (iii) suspend or terminate your use or access to Laserfiche and related services; (iv) sell or lease the equipment owned by GFC at public or private sale; or (v) terminate this Order. In the event GFC takes possession of the equipment and Software, terminates this Order, or your right to possession, use of, or access to some or all of the Solutions, you will remain liable to GFC for the Accelerated Payment less the net sale proceeds realized by GFC from the equipment. All rights and remedies of GFC are cumulative and in addition to every other right and remedy available to GFC. In addition to the Accelerated Payment (defined below) and all other amounts, you agree to pay all reasonable attorneys' fees, costs and expenses incurred by GFC arising from your default.
14. **No Offsets, Accelerated Payment.** You hereby agree not to exercise all existing and future claims and offsets against any payments due hereunder, and agree to pay all amounts due hereunder regardless of any such claims or offsets. You and GFC agree that the "Accelerated Payment" is a reasonable calculation of damages, is not a penalty, and will be calculated by GFC as follows: the sum of (i) all past due and all other amounts owed by you to GFC under this Order; (ii) the residual value of GFC-owned equipment as determined by GFC in its reasonable discretion, if you do not timely return the equipment to GFC; and (iii) all remaining payments for the term of this Order.
15. **Force Majeure.** GFC shall not be responsible for any delay or failure in performance under this Order due to fire, flood, pandemic, or other natural disaster, act of God, governmental action, war or civil disturbance, strike, manufacturer's or supplier's non-delivery or discontinuance of any products or any component or peripheral related to any products, or any other cause beyond GFC's reasonable control. The time for performance hereunder, if any, shall be tolled during any of the above-described events.
16. **Pre-Existing Conditions.** GFC has the right, in the first thirty (30) days of this Order, to identify any pre-existing conditions which reduce performance of your technology and which requires additional billable time by GFC to resolve. If GFC discovers such pre-existing conditions, GFC will submit to you a cost estimate of needed updates, which cost will be in addition to the charges provided for herein. If you do not authorize and pay for such work the Solutions may not satisfactory function or perform. All project-related work will be billed on an hourly basis upon your approval.
17. **WARRANTIES AND DISCLAIMERS.** GFC WARRANTS THAT THE SERVICES PERFORMED BY GFC EMPLOYEES WILL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. YOU WILL HAVE THE BENEFIT OF ALL LICENSORS' AND OTHER THIRD PARTY SERVICE PROVIDERS' PROMISES AND WARRANTIES, IF ANY, TO THE EXTENT THEY APPLY TO YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN, GFC AND GFC PARTNERS MAKE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND OR NATURE WITH RESPECT TO THE SOLUTIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CONDITION, QUALITY,



CAPACITY, FUNCTIONALITY, WORKMANSHIP, MERCHANTABILITY, DESIGN, SECURITY, OPERATION, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT YOUR USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN BUT SUBJECT TO THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT, GFC ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR OTHER INADEQUACIES IN THE SOLUTIONS.

18. LIMITATION OF LIABILITY. YOUR PAYMENT AMOUNTS TO GFC HEREUNDER REFLECT THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT. IN NO EVENT WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GFC'S, ITS EMPLOYEES', AGENTS', LICENSORS', OR GFC PARTNERS' LIABILITY TO YOU, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR PURSUANT TO ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PAYMENTS MADE BY YOU TO GFC PURSUANT TO THIS AGREEMENT FOR THE APPLICABLE SOLUTIONS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO GFC'S RECEIPT OF YOUR CLAIM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
19. Indemnification. Except as otherwise provided herein, you assume all risks and liability in connection with your use of the Solutions, and for injuries or death resulting to any persons and damage to any property or loss or corruption of data arising therefrom. You further agree to assume liability for, and to indemnify, defend and hold GFC harmless from and against, all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your possession, use, operation, your service or repair of Solutions, your breach of any agreement or license or return or other disposition of the Solutions, and except as otherwise provided herein, data loss or corruption, including costs of retrieval and attempted retrieval, together with all legal fees and expenses incurred by GFC in connection with any liability asserted against it. The agreements and indemnities in this section will survive the expiration or termination of this Order.
20. Applicable Law, Venue, and Waiver of Jury Trial. This Order is governed by and construed in accordance with the internal laws of the State of Wisconsin. You agree that notwithstanding where you, the equipment, or other Solutions are located, jurisdiction for any dispute between the parties will be in Wisconsin and will be venued in Dane County, Wisconsin. You expressly agree to submit to personal jurisdiction in Dane County, Wisconsin and waive any right to a jury trial regarding any dispute arising from this Order.
21. Entire Agreement. This Order and each SOW, service level agreement, addendum, supplement, appendix, exhibit and schedule attached hereto and any other attachments which refer to or may be attached to this Order, which you acknowledge you have read, constitute the entire agreement between the parties regarding the subject matter hereof, and all other agreements, representations, promises, inducements, statements and understandings, prior to and contemporaneous with this Order, written or oral, are superseded by this Order. You acknowledge that you have not relied upon any such agreements, representations, promises, inducements, or statements by GFC in entering into this agreement. You expressly agree that notwithstanding terms or conditions contained in any purchase order or similar form issued by you to GFC regarding the transaction(s) contemplated by this Order, such purchase order or form is issued by you solely for the purpose of your authorization of the transaction(s), and in no way supersedes, modifies or becomes a part of this Order or any SOWs either now or in the future. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Order. A facsimile, scanned/e-



mailed or otherwise reproduced signature on this Order, or an execution of this Order using an electronic mark or other e-signature technology or service, is a legally binding signature. This Order may be executed in counterparts, which collectively is deemed one agreement. Time is of the essence regarding this Order and its provisions.

ACCEPTANCE OF SERVICES AGREEMENT

The signatures below indicate acceptance of the terms of this agreement by the Customer and GFC.

Customer: Village of Williams Bay

By: Name

Signature

Title

Date

Gordon Flesch Company, Inc.

By: Name

Signature

Title

Date



APPENDIX 1

GFConsulting Support Plans

When combining GFConsulting Support and Laserfiche® Software Assurance Programs you manage your organization's most important asset—your information. Your Laserfiche Software Assurance & Support is key to your organization's enterprise content management solution. Your organization receives everything you need to properly and cost-effectively maintain your Laserfiche system:

- Rapid-response live technical support
- New releases & upgrades
- Access to learning & training resources
- Latest hotfixes, updates and patches
- Online support resources
- Business Process Optimization consulting

Whether you choose Standard, Silver or Platinum, you will receive support and training that minimizes downtime and ensures you have every resource you need to meet the technical challenges and expand your Laserfiche infrastructure.

	Standard	Silver	Platinum
Access to Technical Support Center (phone and email) from 7:30am to 4:30pm CST Monday-Friday	Unlimited	Unlimited	Unlimited
Access to Laserfiche Online Learning Resources & Community	Yes	Yes	Yes
GFCG response time to initial support request	8 business hours	4 business hours	2 business hours
GFCG Project Team to Install Software Upgrades	-	1 Upgrade	Unlimited
Professional Services Block of Project Time	-	4 hours	8 hours
Business Process Optimization Workshop	-	1	1
Continuous Education	-	2 hours	4 hours
Laserfiche Online Certification Classes	-	2	4
Annual Empower Conference Ticket	-	-	Included

Clients who license Laserfiche software under the Laserfiche Cloud Agreement model receive an additional two (2) hours of Professional Services time, in lieu of Software Upgrade installation services.

For those not covered under a GFC Support Plan, help desk support is available at an hourly rate of \$175.



STATEMENT OF WORK: SCAN PROJECT

Client Name	Village of Williams Bay	Date	12/19/2022
Project Name	Scan Project – Multiple Areas #1, #6, #7		
Contact Name	Tina Kolls		
Contact Address	250 Williams St, Williams Bay, WI 53191		
Contact Email	admin@williamsbay.org	Phone	262-245-2700
PROJECT SCOPE AND TASKS			
			Pricing
Category 1: Clerk Minutes/Resolutions/Ordinances			\$4,284.00
Volume: Approximately 120 Binders x 350 Pages Total = Approximately 42,000 Pages			
Details: ➤ Prep/Box for Transport (Estimated 20 Boxes) ➤ Transportation to Scan Center ➤ Remove From Folders & Prep for Scan: Remove From Binders, Cut & Mend as Required, etc ➤ Black & White PDF ➤ 300x300dpi ➤ Assume 100 Indexes/Book (Either Meeting Minute Date or Resolution/Ordinance #) ➤ Image By Image Review ➤ Return Digital Images to Customer on Flash Drive (PDF) ➤ Put All Pages Back in the Correct Folder & Prep for Return Transport (No Staples, Paper Clips, Prong Tabs, etc) ➤ Return Transport			
Category 6: Plan Commission and ZBA Minutes			\$3,522.00
Volume: Approximately 6 TFC Large Boxes and 2 – 1.2 Paper Size Boxes Totaling 3,500 Pages/800 Files			
Details: ➤ Prep/Box for Transport (Estimated 8 Boxes) ➤ Transportation to Scan Center ➤ Remove From Folders & Prep for Scan: Remove From Folders, Destaple, & Mend as Required, etc ➤ Black & White PDF ➤ 300x300dpi ➤ Indexing by Date ➤ Image By Image Review ➤ Return Digital Images to Customer on Flash Drive (PDF) ➤ Put All Pages Back in the Correct Folder & Prep for Return Transport (No Staples, Paper Clips, Prong Tabs, etc) ➤ Return Transport			



Category 7: Client Property Records	\$9,115.00
Volume: Approximately 15 Horizontal Drawers with 4,500 Pages and 50 Drawings/Drawer Totals 67,500 Pages, 750 Drawings, and 2,505 Addresses	
Details: ➤ Prep/Box for Transport (Estimated 45 Boxes) – Note: Large Folders means boxes are packed sideways ➤ Transportation to Scan Center ➤ Remove From Folders & Prep for Scan: Remove From Folders, Destaple, & Mend as Required, etc ➤ Black & White PDF ➤ 300x300dpi ➤ Indexing by Address (Assume 50% of the files have drawings which also need to be indexed and then merged back into the original file) ➤ Image By Image Review ➤ Return Digital Images to Customer on Flash Drive (PDF) ➤ Put All Pages Back in the Correct Folder & Prep for Return Transport (No Staples, Paper Clips, Prong Tabs, etc) ➤ Return Transport	

PROJECT COSTS

Total Cost may vary, based on differing page quantities. Overage included above and will be configured upon project completion.

Varies

PROJECT AUTHORIZATION

The signatures below indicate acceptance of the Scope Agreement by Client allowing GFC to begin billable work on the project.

Client Authorized Signature

Client Authorized Printed Name

Date



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES WATER AND SEWER COMMITTEE WEDNESDAY, DECEMBER 14, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Umans at 7:49pm

Roll Call

Trustees Umans, Stanek and Jaramillo

Also Present: President Duncan, Trustee D'Alessandro, Vlach and Wright, Administrator Tobin, Treasurer Peternell, Director of Public Works Edwards, Recreation Director Rowland and Engineer Snyder.

Meeting Minutes

Jaramillo/Stanek motion to approve the November 16, 2022, meeting minutes with corrections. Unanimously carried.

Public Works Update

No Report

Baxter & Woodman Engineering Updates

Snyder provided an update on the following projects:

- State Road 67 Reconstruction

The majority of the water and sewer materials have been delivered; there are a few items on backorder.

- Geneva Lake Dredging at Southwick Creek

The Village hired Integrated Lakes Management to conduct a Bathymetric Survey and apply for a dredging permit. ILM has submitted a site plan and dewatering details that have been submitted to the WDNR and are waiting for an acknowledgement of the receipt.

- Water Main Asset Management Condition Study

No changes from last month's update.

- Bailey Estates – Gerstad

Phase 4: Gerstad plans to request Village acceptance sometime in late December.

Phase 5: Utilities have been installed and crushed aggregate base and lower level of asphalt have been completed. Electric is planned to start in December or January and gas services has been installed. Gerstad plans to ask for a reduced bond later in December.

- Water Loss and Infiltration Reduction

No changes from last month's update.

- Harris Road Lift Station

No changes from last month's update.

- Corrosion Control Study – Ammonia Reduction – Lime Reactor Cleaning

The study from Water Quality Investigations and the Engineer's Report were submitted to the DNR and the acknowledgement was received.

- Lime Reactor Cleaning

Baxter Woodman plans to prepare a bid package for repainting and cleaning in the next month and have the reactor back in service by Memorial Day.

- Well 2 Pump Replacement

An adjustable speed drive was added in 2007 to reduce energy use on the well pump. However, the pump is still hydraulically inefficient due to the size and the declining water level in the aquifer. The intent is to reduce the motor size from 50 HP to 30 HP which will reduce energy costs. Baxter Woodman will work on providing a work order for the design, approvals, bidding and construction administration.

- Water Tower Antenna Relocation

The goal is to relocate the wireless companies off the Olive Street and Potawatomi Drive water towers before they are repainted or removed from service before 2029. Village staff and the engineer met with representatives from Verizon who wants to be providing service in the area within the next 12 months. Staff will continue to work with Baxter Woodman relocate the antenna and work with the wireless companies.

Adjourn

Umans/Jaramillo motion to adjourn at 8:11pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the Water and Sewer Committee



VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES BUILDING, ZONING AND ORDINANCE COMMITTEE WEDNESDAY, DECEMBER 14, 2022, AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Jaramillo at 8:11pm

Roll Call

Trustees Jaramillo, Vlach and Wright

Also Present: President Duncan and Trustee D'Alessandro, Stanek, Umans, Administrator Tobin, Treasurer Peternell, Police Chief Timm and Director of Public Works Edwards.

Meeting Minutes

Vlach/Wright motion to approve the meeting minutes of November 16, 2022. Unanimously carried.

Adjourn

Wright/Vlach motion to adjourn at 8:12pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the BZO Committee

December 6, 2021

Becky Tobin, Administrator
Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191

Subject: Bailey Estates – Phase 4B

Dear Becky,

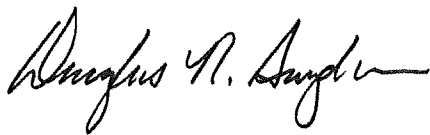
Enclosed is an Application for letter of credit reduction, sworn statement, and lien waivers for work performed for Phase 4B of Bailey Estates Subdivision by Gerstad Builders. Please note that Phase 4A was Chesterfield Court; Phase 4B is Cambridge Drive. They are requesting a letter of credit reduction to \$101,012.00; enclosed is a list of items needed prior to a further letter of credit reduction for Phase 4B.

We recommend that the Village reduce the letter of credit for Phase 4B of Bailey Estates Subdivision to \$101,012.00.

Please call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



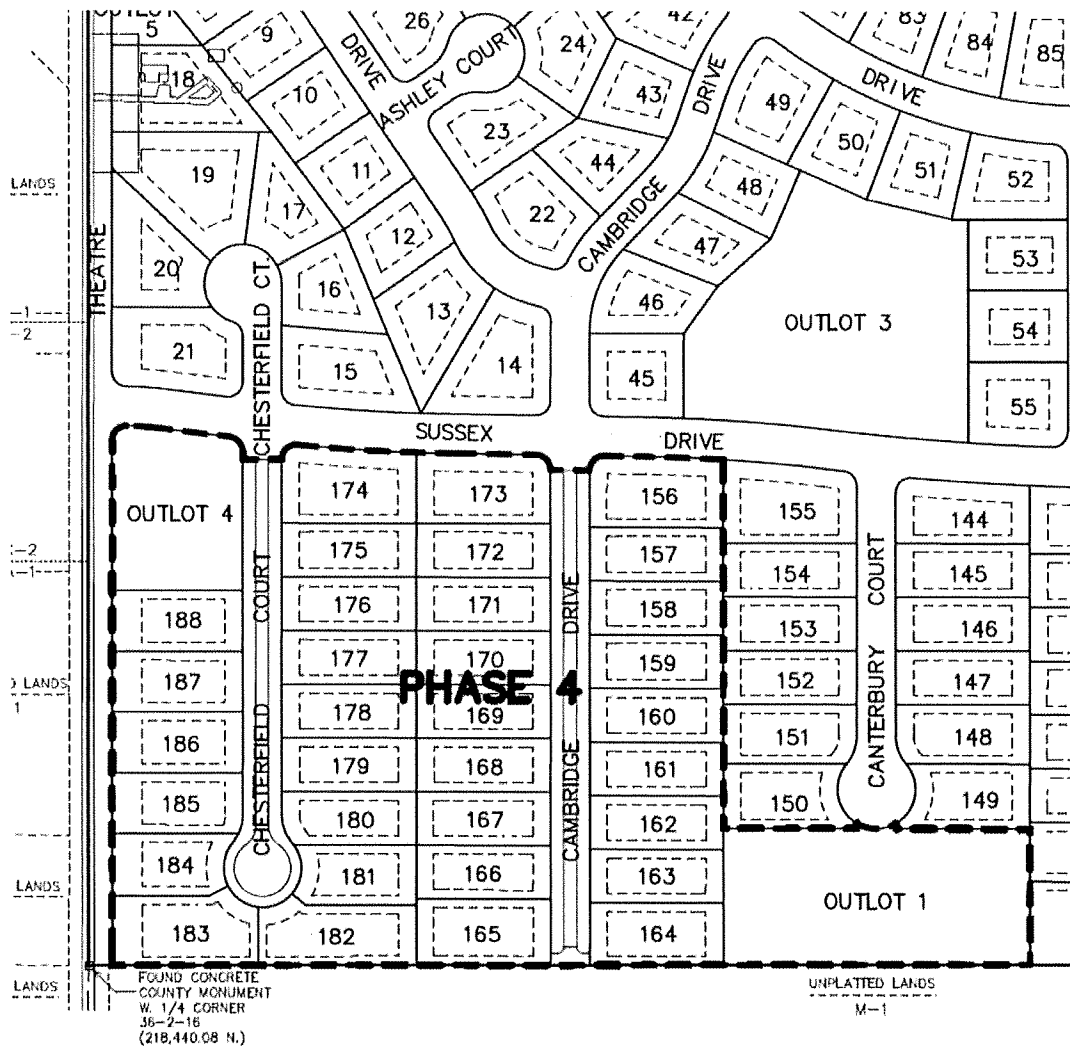
Douglas R. Snyder, P.E.

DRS/drs
Encs.

I:\CRYSTAL LAKE\WLMSV\190695-BAILEY EST PHASE 4A\PHASE 4B LETTER OF CREDIT REDUCTION.DOC

Items Needed Prior to Project Acceptance
Bailey Estates Phase 4B- Cambridge Drive
Village of Williams Bay
December 6, 2021
Page 1 of 1

1. Final layer of asphalt with proof roll.
2. Limestone shoulder.
3. Street trees.
4. Record drawings for the entire subdivision to date, including Phase 4B



October 28, 2021

Rebecca Tobin, Administrator
Village of Williams Bay
250 Williams Street
PO Box 580
Williams Bay, WI 53191

Subject: Bailey Estates Unit 4b

Gerstad Builders is requesting a reduction for bond of public improvements to Bailey Estates phase #4b, Cambridge Drive south of Sussex. The public improvements are complete with the exception of the final lift of asphalt and the street trees.

Enclosed is a contractor's statement with waivers.

We are requesting to reduce the Construction Bond on file from \$1,111,500 to \$101,012.00.

Should you have any questions please call.

Sincerely,



Roger Gerstad
President

Sworn General Contractor Statement

Property Owner: Gerstad Builders, Inc.

Title File #: _____

General Contractor: Gerstad Builders, Inc.

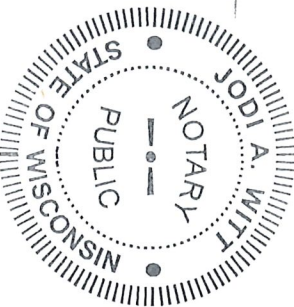
Property: Bailey Estates Unit # 4b

Type of Work	Contractor Supplier Name	Original Contract Amount	Changes to Contract	Current Contract (orig +/- changes)	Contract Balance to be Paid	Totals
Engineering (1040+1050+1051)	Farris Hansen	6,085.00		6,085.00	0.00	6,085.00
Lakescape (1045)	Willkomm Excavating & Grading	29,007.40		26,106.66	2,900.74	29,007.40
Storm Sewer (1060)	Willkomm Excavating & Grading	31,428.00		31,428.00	0.00	31,428.00
Water (1065)	Willkomm Excavating & Grading	25,777.00		25,777.00	0.00	25,777.00
Sanitary Sewer (1070)	Willkomm Excavating & Grading	98,633.41		98,633.41	0.00	98,633.41
Gravel Sub Base (1073)	Willkomm Excavating & Grading	59,566.25		59,566.25	0.00	59,566.25
Paving (1085)	Willkomm Excavating & Grading	27,992.15		25,192.93	2,799.22	27,992.15
Dirt Moving (1090)	Willkomm Excavating & Grading	512,767.35		445,540.82	67,226.53	512,767.35
Miscellaneous (1110)	Gerstad Builders, Inc.	64,170.94		64,170.94	0.00	64,170.94
Trees	Gerstad Builders, Inc.	11,250.00		0.00	11,250.00	11,250.00
Totals		866,677.50	0.00	782,501.01	84,176.49	866,677.50

- The undersigned has a contract with the Owner for construction of improvements ("Project") on the property shown above ("Property");
- To the best of the undersigned's knowledge, the amounts shown above are: (a) the exact and total amounts paid, due or to become due to each such contractor, subcontractor and/or supplier for the services, materials or labor furnished for the Project, and (b) are fair and reasonable values for the services, materials or labor;
- Except as shown above, no other contractors, subcontractors and/or suppliers have been contracted with or employed by the undersigned for the Project and the undersigned is not aware of any other contractors, subcontractors and/or suppliers for the Project;
- The undersigned will not authorize the doing of any work or furnishing of any materials upon the Property which will be an expense or claim in addition to the amounts set forth above

Date: October 28, 2021

Roger Gerstad
 Roger Gerstad President
 General Contractor Signature and Title



Subscribed and sworn before me on: Oct 28, 2021

Jodi A. Witt
 Notary Signature

Notary Public, Walworth County, Illinois.

My Commission (expires): 9-3-22

WAIVER OF LIEN__PARTIAL
MATERIALS OR LABOR (ILLINOIS)

STATE OF ILLINOIS, }
McHENRY COUNTY, }

October 28, 2021

DATE

TO ALL WHOM IT MAY CONCERN:

Whereas, I the undersigned Roger Gerstad

have been employed by Gerstad Builders, Inc.

Bailey Estates Subdivision-Phase 4-B to furnish

Miscellaneous

for the building known as Number

City/Village of Village of Williams Bay situated on Lot

In section 36, Township 2 North, Range 16 East

County of: Walworth State of Wisconsin.

Now, therefore, Know Ye, That the undersigned, for and in consideration of \$64,170.94
Sixty-four thousand, one hundred, seventy and 94/100 Dollars, and other good and
valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release
any and all lien, or claim, or right of lien on said above described building and premises under the
Statutes of the State of Illinois relating to Mechanic's' Liens, on account of labor or materials, or both,
furnished or which may be furnished by the undersigned to or on account of the said
for said building or premises.

Given Under my hand and seal this 28th day
of October, 2021.

Roger O Gerstad Seal

Seal

Exact copy should be made and retained.

WAIVER OF LIEN PARTIAL
MATERIALS OR LABOR (ILLINOIS)

STATE OF ILLINOIS, }
McHENRY COUNTY, }

October 28, 2021

DATE

TO ALL WHOM IT MAY CONCERN:

Whereas, I the undersigned Roger Gerstad

have been employed by Gerstad Builders, Inc.

Bailey Estates Subdivision-Phase 4-B to furnish

Overall

for the building known as Number

City/Village of Village of Williams Bay situated on Lot

In section 36, Township 2 North, Range 16 East

County of: Walworth State of Wisconsin.

Now, therefore, Know Ye, That the undersigned, for and in consideration of \$866,677.50
Eight hundred, sixty-six thousand, six hundred, seventy-seven and 50/100 Dollars, and other good and
valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release
any and all lien, or claim, or right of lien on said above described building and premises under the
Statutes of the State of Illinois relating to Mechanic's' Liens, on account of labor or materials, or both,
furnished or which may be furnished by the undersigned to or on account of the said
for said building or premises.

Given Under my hand and seal this 28th day
of October, 2021.

Roger O Gerstad Seal

Seal

Exact copy should be made and retained.

WAIVER OF LIEN TO DATE

STATE OF Wisconsin)
COUNTY OF Racine)

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Gerstad Builders, Inc. to furnish Earthwork/Utilities for the premises known as Bailey's Estates-Phase 4B of which Gerstad Builders, Inc. is the owner.

THE undersigned, for and in consideration of Two Hundred Twenty Thousand one Hundred Forty Three and 55/100 (\$220,143.55) dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens or claim of, or right to, lien, under the statutes of the State of Wisconsin, relating to mechanics' liens with respect to and on said above-described premises, and the improvement thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery, furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises. INCLUDING EXTRAS.*

DATE: 8/21/2021

COMPANY NAME: Willkomm Excavating & Grading, Inc.

ADDRESS: 17108 County Line Road

Union Grove WI 53182

SIGNATURE AND SEAL: Nicholas A. Willkomm

The waiver provided in the foregoing paragraph shall only become effective when the Contractor's payment covering Application for Payment Number has been received by Subcontractor and cleared Subcontractor's bank.

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal annexed, and title or officer signing waiver should be set forth; if waiver is for a partnership the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin)
COUNTY OF Racine)

TO WHOM IT MAY CONCERN:

THE undersigned, Nicholas A Willkomm, being duly sworn, deposes and says that he or she is President of Willkomm Excavating & Grading, Inc. who is the contractor furnishing earthwork/utilities on the project located at Bailey's Estates, Williams Bay, WI owned by Gerstad Builders, Inc.

That the total amount of the contract including extras* is \$ 727,966.56 on which we have received payment of \$ 434,896.52 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 of all parties who have furnished material or labor, or both, for said work and all the parties having contracts or subcontracts 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	WHAT FOR	CONTRACT PRICE	APPROVED CO	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Willkomm Excavating	Earthwork	\$ 512,767.35		\$ 225,397.27	\$ 220,143.55	\$ 67,226.53
Concrete Specialties	Structures	\$ 8,083.99		\$ 8,083.99		\$ -
Corporate Contractors Inc	Stone	\$ 15,038.87		\$ 15,038.87		\$ -
Highway Landscapers	Landscaping	\$ 29,007.40		\$ 26,106.66		\$ 2,900.74
Johnson Sand and Gravel	Stone	\$ 20,751.83		\$ 20,751.83		\$ -
Core and Main	Pipe	\$ 50,859.02		\$ 50,859.02		\$ -
Neenah	Casting	\$ 3,899.70		\$ 3,899.70		\$ -
Stark	Paving	\$ 27,992.15		\$ 25,192.93		\$ 2,799.22
Super Aggregate	Stone	\$ 59,566.25		\$ 59,566.25		\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 727,966.56		\$ 434,896.52	\$ 220,143.55	\$ 72,926.49

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. Subcontractor agrees to indemnify and hold harmless Contractor from any and all liabilities, losses, costs, damages, expense, demands, claims, lien claims, bond claims, attorney's fees or collection cost that directly or indirectly arise from Subcontractor's work, or misrepresentations, omissions or inaccuracies in this Waiver.

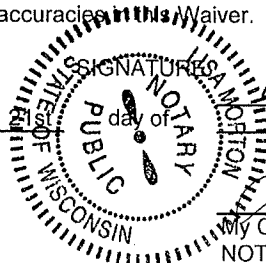
DATE: 8/21/2021

Subscribed and sworn to before me this

day of

August,

2021



My Commission Expires: 5/15/2024
NOTARY PUBLIC

PARTIAL WAIVER OF LIEN

9/15, 2021

For value received \$26,106.66, we hereby unconditionally waive **PARTIAL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Gerstad Builders, Inc. owner, by Willkomm Excavating & Grading, Inc. contractor, for _____, same being situated in Walworth County, State of Wisconsin, described as Bailey's Estates-Phase 4B.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**

Highway Landscapers, Inc.

Scott Shuck PRESIDENT
Name – Title

PARTIAL WAIVER OF LIEN

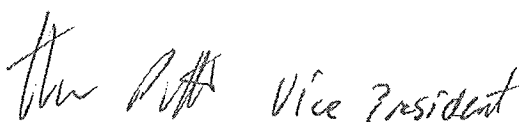
9/22, 20 21

For value received \$25,192.93, we hereby unconditionally waive **PARTIAL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Gerstad Builders, Inc. owner, by Willkomm Excavating & Grading, Inc. contractor, for _____, same being situated in Walworth County, State of Wisconsin, described as Bailey's Estates-Phase 4B.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**

Stark Pavement

 Vice President
Name -- Title

FINAL WAIVER OF LIEN

For value received, VS Water Blasting, LLC hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Gerstad Builders, Inc. owner, by Willkomm Excavating & Grading, Inc. contractor, for _____ in same being situated in Walworth County, State of Wisconsin, described as Bailey's Estates-Phase 4B.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**.

VS Water Blasting, LLC


Name - Title _____ Date 1-25-21
Division Manager

FINAL WAIVER OF LIEN

For value received, Core & Main hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Gerstad Builders, Inc. owner, by Willkomm Excavating & Grading, Inc. contractor, for _____ in same being situated in Walworth County, State of Wisconsin, described as Bailey's Estates-Phase 4B.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**.

Core & Main

 August 10, 2021
Name - Title Senior Credit Associate Date

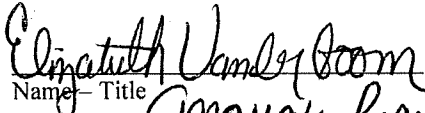
FINAL WAIVER OF LIEN

For value received, Johnson Sand & Gravel Inc hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Gerstad Builders, Inc. owner, by Willkomm Excavating & Grading, Inc. contractor, for _____ in same being situated in Walworth County, State of Wisconsin, described as Bailey's Estates-Phase 4B.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**.

Johnson Sand & Gravel Inc


 Name _____ Title Accounts Receivable Date July 13, 2021

FINAL WAIVER OF LIEN

For value received, Super Aggregates hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Gerstad Builders, Inc. owner, by Willkomm Excavating & Grading, Inc. contractor, for _____ in same being situated in Walworth County, State of Wisconsin, described as Bailey's Estates-Phase 4B.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**.

Super Aggregates

 President 7-12-21
Name – Title Date

FINAL WAIVER OF LIEN

For value received, Corporate Contractors, Inc. hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Gerstad Builders, Inc. owner, by Willkomm Excavating & Grading, Inc. contractor, for _____ in same being situated in Walworth County, State of Wisconsin, described as Bailey's Estates-Phase 4B.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**.

For Invoice # 21251-174

Corporate Contractors, Inc.

Melanie Mussey - Accountant 7-7-21
Name - Title Date

FINAL WAIVER OF LIEN

For value received, Neenah Foundry Co. hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Gerstad Builders, Inc. owner, by Willkomm Excavating & Grading, Inc. contractor, for cast iron castings in same being situated in Walworth County, State of Wisconsin, described as Bailey's Estates-Phase 4B.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**.

Neenah Foundry Co.

<u>David Chitek</u>	<u>June 28th, 2021</u>
Name - Title	Date
David Chitek, Director Financial Operations	
415156	

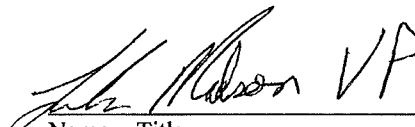
FINAL WAIVER OF LIEN

For value received, Little Limestone hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Gerstad Builders, Inc. owner, by Willkomm Excavating & Grading, Inc. contractor, for _____ in same being situated in Walworth County, State of Wisconsin, described as Bailey's Estates-Phase 4B.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**.

Little Limestone

 VP 2-8-21
Name – Title Date