



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

VILLAGE BOARD OF TRUSTEES MEETING

MONDAY, JUNE 17, 2024 AT 6:30 PM

Village Hall Council Room

250 Williams Street

Williams Bay, WI 53191

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 June 3, 2024
 - B. Joint Williams Bay Village Board and Fontana Village Board Meeting Minutes of June 5, 2024
- V. **Presentation of accounts and petitions**
 - A. Payroll ending 05-31-2024 in the amount of \$55,568.79
 - B. Accounts Payable Unpaids dated 06-14-2024 in the amount of \$71,842.03
 - C. Library Accounts Payable dated 06-13-2024 in the amount of \$2,002.49
 - D. Monthly EFT Payments for May 2024 in the amount of \$169,667.60
 - E. May 2024 Financial Statement
- VI. **Plan Commission**
 - A. APPLICANT: John Berget, North by Northwest Storage, LLC (Owner)
TAX KEY: FNNW 00004
STREET ADDRESS: 4954 Hwy. 50, Town of Delavan
Applicant requests a condominium plat addendum to convert Unit 4 from rental units to owner occupied.
 - B. APPLICANT: Andrew Brown (Lessee)
TAX KEY: WFS 00005
STREET ADDRESS: 186 Elkhorn Rd, Village of Williams Bay
Applicant is requesting a Certificate of Compliance per Section 390.1211.B(1)(b) "New occupancy and use of an existing building when the new use is of a different land use classification".
 - C. APPLICANT: Village of Williams Bay
TAX KEY: WWUP 00011
STREET ADDRESS: Former George Williams University Property, Williams Bay, WI 53191

TID No. 1 will be classified as a "Mixed-Use District" based on the identification and classification of the property proposed to be included in the TID. Public improvements within TID #1 include the replacement and reconstruction of all existing public water/sewer and extensions which serve the former George Williams University property and within the area of the proposed district, water system improvements near the development to include a water transfer station to improve fire flows to the development, public roadway improvements, and related pedestrian improvements. Recommendation and Possible Action on Resolution Formally Adopting Proposed Project Plan and Boundaries for Tax Incremental District No. 1

VII. Public Comments

VIII. President's Remarks

IX. Ordinances and Resolutions

- A.** Consideration of Resolution R-41-24 Declaring June 30, 2024 Harold J. Friestad Day in the Village of Williams Bay
- B.** Consideration and Possible Action on An Ordinance Repealing Sections 22-1 Through 22-6, and Amending Sections 1-4D. (2), 19-2G. (1) and 19-5 of the Code of Ordinances of the Village of Williams Bay Relating To the Municipal Court. Abolishing the Williams Bay Municipal Court - 1st Reading
- C.** Consideration of Resolution R-40-24 Establishing An Ad-hoc Tree Enhancement Committee

X. Committee Reports

A. Streets & Highways, Chair - Trustee D'Alessandro

- 1.** Consideration of Resolution R-24-24 Approving Roadway Functional Classification Changes

B. Parks & Lakefront, Chair - Trustee Russell

- 1.** Consideration of Resolution R-27-24 Approving a Edgewater Park Use and Policy Contract for the Williams Bay Fire Department Annual Chicken Roast July 18 through July 21, 2024
- 2.** Consideration of Resolution R-39-24 Approving A Village Facilities Usage Policy
- 3.** Consideration and Possible Action for Waiver of Launch Fees for Contractor(s) of The Geneva Lake Environmental Agency (GLEA) on June 25 and June 26, 2024
- 4.** Consideration and Possible Action on Kayak Rentals

C. Water & Sewer, Chair - Trustee Umans

- 1.** Consideration of Resolution R-42-24 Wisconsin Department of Natural Resources Compliance Maintenance Annual Report (CMAR)

D. Protective Services, Chair - Trustee Vlach

- 1.** Consideration of Resolution R-28-24 Approving A Temporary Class "B" Retailer's License for the Williams Bay Fire Department for the Chicken Roast July 20, 2024
- 2.** Original, Renewal, or Temporary Operator License Applications
- 3.** Discussion and Possible Action on Public Administration Associates (PAA) Public Safety Study; Staffing and Fleet Projections
- 4.** Discussion or Action on Next Steps, Including Possible Long-Term Agreement with the Village of Fontana for Emergency Medical Services

E. Finance & Personnel, Chair - Trustee Wright

- 1.** Consideration of Resolution R-38-24 Authorizing Change Order #1 for Lime Reactor Cleaning and Painting Project For TMI Coatings
- 2.** Consideration of Resolution R-37-24 Authorizing Baxter & Woodman Work Order 2326270 for Alta Survey

XI. Public Comments

XII. Other Items for Discussion, Consideration, or Action

- A.** Consideration of Resolution R-35-24 Authorizing the Issuance and Sale of Up to \$2,026,050 Sewerage System Revenue Bonds, Series 2024, and Providing for other Details and Covenants with Respect Thereto
- B.** Consideration of Resolution R-36-24 Authorizing the Issuance and Sale of Up to \$3,682,950 Water System Revenue Bonds, Series 2024, and Providing for other Details and Covenants with Respect Thereto, and Approval of Related \$4,452,950 Financial Assistance Agreement

XIII. 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.

Posted: 06/14/2024 5:00 PM



VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES VILLAGE BOARD 6/3/2024 MEETING MONDAY, JUNE 3, 2024 AT 6:30 PM VILLAGE HALL COUNCIL ROOM 250 WILLIAMS STREET WILLIAMS BAY, WI 53191

I. Call to Order

President Duncan called the meeting to order at 06:30pm.

II. Roll Call

Present: President Bill Duncan, Trustees George Vlach, Jim D'Alessandro, Lowell Wright, Robert Umans, Adam Jaramillo, and Steven Russell

Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Treasurer Jennifer Wiese, Clerk Tina Kolls

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

IV. Minutes

A. Village Board Meeting Minutes of May 20, 2024

The motion to approve the Village Board Meeting Minutes of May 20, 2024 as corrected was initiated by Trustee Umans and seconded by Trustee Wright. Unanimously carried.

V. Presentation of accounts and petitions

A. Payroll ending 05-17-2024 in the amount of \$47,497.43

The motion to approve the Payroll ending 05-17-2024 in the amount of \$47,497.43 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

B. Accounts Payable Prepaids dated 05-24-2024 in the amount of \$200.00

The motion to approve the Accounts Payable Prepaids dated 05-24-2024 in the amount of \$200.00 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

C. Accounts Payable Unpaids dated 05-31-2024 in the amount of \$196,549.45

The motion to approve the Accounts Payable Unpaids dated 05-31-2024 in the amount of \$196,549.45 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

VI. PUBLIC COMMENTS

There were no public comments.

VII. President's Remarks

A. Recognition of Memorial Day and Appreciation to the Police and Fire Departments for Their Support of

the Memorial Day Parade

President Duncan spoke in recognition of the Police and Fire Departments for their support of the Memorial Day parade. Particularly the VFW.

B. Thanks to Public Works and Police Department for Efforts During Recent Storms

President Duncan gave thanks to both the Public Works Department and the Police Department for their efforts during the recent storms.

C. Support the Farmers Market

President Duncan encouraged support of the Farmers Market.

D. Possible Creation of an Ad Hoc Tree Enhancement Committee

The Village Board gave direction to Administrator Lothspeich to create a resolution to create an Ad Hoc Tree Enhancement Committee.

VIII. Public Comments

There were no public comments.

IX. Other Items for Discussion, Consideration, or Action

A. Presentation and Possible Action on Proposed Tax Increment District (TID) #1 Draft Project Plan and Draft Boundary

Adam Ruechel, Baird discussed the draft project plan and boundaries. The Village Board provided directions on several items raised by the Walworth County Representative.

X. Adjournment

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Umans at 07:01pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



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UNOFFICIAL MINUTES JOINT WILLIAMS BAY VILLAGE BOARD AND FONTANA VILLAGE BOARD MEETING

WEDNESDAY, JUNE 5, 2024 AT 6:00 PM

VILLAGE HALL COUNCIL ROOM

250 WILLIAMS STREET

WILLIAMS BAY, WI 53191

I. Call to Order

President Duncan called the meeting to order for the Village of Williams Bay at 06:00pm.

President Kenny called the meeting to order for the Village of Fontana at 06:00pm.

II. Roll Call

Williams Bay

Present: President Bill Duncan, Trustees George Vlach, Jim D'Alessandro, Lowell Wright, Robert Umans, Adam Jaramillo, Steven Russell

Also Present: Administrator David Lothspeich, Clerk Tina Kolls, Fire Chief Doug Smith

Fontana

Present: President Patrick Kenny, Trustees Scott Vilona, Rick Pappas, and Tom Marek

Also Present: Administrator Theresa Loomer, Captain Manthy

Excused: Trustees John O'Neill, Pete Petersen and Rob Rowe

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

IV. Items for Discussion

A. Public Administration Associates (PAA) Presentation on Public Safety Study; Staffing and Fleet Projections

David Bretl, Timothy Franz, and Josh Wescott presented the Public Safety Study Report prepared by Public Administration Associates to both the Village of Williams Bay and the Village of Fontana. The highlights included:

- Data shows that Citizens do not seem to be volunteering for the fire department like they had in the past.
- Vehicles/Fire Apparatus costs are going up.
- Both the Village of Williams Bay and the Village of Fontana's current Fire Stations have space and structural issues.
- The suggested site of STH 67 & North Walworth would not meet response times for either municipality.
- It was recommended that the Village of Williams Bay Fire Department become a municipal department.
- It was recommended that Standard Operating Guidelines need to be the same across all departments.

- It was recommended that there should be one person doing all the training for all departments.

1. Village of Fontana - Police and Fire Departments

2. Village of Williams Bay - Fire Department

- B. Discussion or Action on Next Steps, Including Possible Long-Term Agreement

The Williams Bay Village Board agreed to discuss the current EMS agreement with the Village of Fontana at a future meeting.

V. Adjournment

The motion to adjourn for the Village of Williams Bay was initiated by Trustee D'Alessandro and seconded by Trustee Umans at 08:25pm. Unanimously carried.

The motion to adjourn for the Village of Fontana was initiated by Trustee Marek and seconded by Trustee Pappas at 08:25 pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

Pay Period Date: 05/18/2024 - 05/31/2024
 Pay Date: 6/7/2024

Department	Gross Regular Wages	Gross OT Wages	Payroll Taxes & Deductions	Net Wages
Crossing Guard	\$805.92	\$0.00	\$67.09	\$738.83
General Administration	\$12,465.23	\$0.00	\$5,474.00	\$6,991.23
KNC	\$2,420.96	\$0.00	\$752.96	\$1,668.00
Lakefront/Beach	\$6,182.63	\$0.00	\$1,411.64	\$4,770.99
Library	\$8,070.29	\$0.00	\$2,981.10	\$5,089.19
Municipal Court	\$1,457.35	\$0.00	\$209.45	\$1,247.90
Parks	\$1,666.90	\$0.00	\$189.25	\$1,477.65
Police	\$25,726.72	\$1,546.56	\$9,418.42	\$17,854.86
Protective Services (F&R)	\$6,988.10	\$0.00	\$3,110.09	\$3,878.01
Public Works/W&S	\$13,731.97	\$387.85	\$5,131.76	\$8,988.06
Recreation Department	\$3,950.47	\$0.00	\$1,086.40	\$2,864.07
Village Board	\$0.00	\$0.00	\$0.00	\$0.00
Total Net Wages				\$55,568.79

Payroll Register - Detail by Department

GL Account and Title	Description	Amount	GL Period
624			
ABRAHAM'S ON-SITE SHREDDING			
100-51410-160 GEN ADMIN SUPPLIES	SHREDDING SERVICES	68.50	624
Total ABRAHAM'S ON-SITE SHREDDING:		68.50	
AMAZON CAPITAL SERVICES			
100-54310-150 STREETS EQUIP REPAIRS/MAINT	SUPPLIES	48.59	624
200-57935-150 WATER PLANT REPAIRS/MAINT	SUPPLIES	36.66	624
200-57650-150 WATER TOWERS REPAIRS/MAINT	SUPPLIES	65.98	624
100-55210-160 REC DEPT SUPPLIES	RECREATION SUPPLIES	176.97	624
100-55210-275 REC DEPT PROGRAM EXPENSES	REC DEPT PROGRAM SUPPLIE	3,022.74	624
100-55210-271 REC DEPT BASEBALL EXPENSES	REC DEPT BASEBALL SUPPLIE	9.99	624
Total AMAZON CAPITAL SERVICES:		3,360.93	
BANDT COMMUNICATIONS INC.			
100-52320-160 FIRE DEPT SUPPLIES	SUPPLIES	75.00	624
Total BANDT COMMUNICATIONS INC.:		75.00	
BAY LOCK SERVICE			
100-55210-271 REC DEPT BASEBALL EXPENSES	LIONS GARAGE KEYS	20.00	624
Total BAY LOCK SERVICE:		20.00	
BURROUGH, DAVID			
001-15100 UTILITY CASH CLEARING	REFUND FOR OVERPAYMENT	369.91	624
Total BURROUGH, DAVID:		369.91	
CIVICPLUS LLC			
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	ANNUAL FEE CIVI ENGAGE OP	2,480.63	624
Total CIVICPLUS LLC:		2,480.63	
DIZONNO, MICHAEL			
100-48013 BOAT SLIP RENTAL	BOAT SLIP PRORATED REFUND	278.08	624
Total DIZONNO, MICHAEL:		278.08	
GORDON FLESCH			
100-51410-162 GEN ADMIN COPIER EXPENSE	VH COPIER LEASE JULY 2024	181.47	624
100-55210-200 REC DEPT TELEPHONE	REC DEPT COPIER LEASE JUL	48.46	624
Total GORDON FLESCH:		229.93	
GRAINGER INC.			
200-57935-150 WATER PLANT REPAIRS/MAINT	AIR FILTERS	63.96	624
Total GRAINGER INC.:		63.96	
HEYER TRUE VALUE HARDWARE			
100-55411-160 LAKEFRONT SUPPLIES	SUPPLIES	36.57	624
100-55410-150 PARKS REPAIRS/MAINT	SUPPLIES	41.99	624
Total HEYER TRUE VALUE HARDWARE:		78.56	

GL Account and Title	Description	Amount	GL Period
HOOVER,GREGORY			
100-48013 BOAT SLIP RENTAL	BOAT SLIP PRORATED REFUND	225.60	624
Total HOOVER,GREGORY:		225.60	
KC OUTFITTERS & ACCESSORIES LLC			
215-52320-165 FIRE DUES 2% EXPENDITURES	INSTALL LIGHTS, SIREN & RADI	1,750.00	624
Total KC OUTFITTERS & ACCESSORIES LLC:		1,750.00	
LAKESIDE BAIT & TACKLE LLC			
245-52320-165 COMMUNITY EVENTS	COMMUNITY EVENTS	150.00	624
Total LAKESIDE BAIT & TACKLE LLC:		150.00	
MUNICIPAL CODE ENFORCEMENT LLC			
100-53100-215 CODE ENFORCEMENT CONTRACT	CODE ENFORCEMENT MAY 202	5,510.00	624
Total MUNICIPAL CODE ENFORCEMENT LLC:		5,510.00	
ODLING CONSTRUCTION INC.			
100-55411-160 LAKEFRONT SUPPLIES	WASHED SAND	1,700.22	624
200-57652-150 WATER SERVICES REPAIRS/ MAINT	62 HILL ST REPAIR	1,250.00	624
200-57651-150 WATER MAINS REPAIRS/MAINT	CHERRY ST WATER MAIFN RE	3,536.00	624
Total ODLING CONSTRUCTION INC.:		6,486.22	
PALERMO, MICHAEL & COLLETTE			
001-15100 UTILITY CASH CLEARING	REFUND FOR OVERPAYMENT	127.64	624
Total PALERMO, MICHAEL & COLLETTE:		127.64	
PREMIUM WATERS INC			
100-51730-160 VH BLDG SUPPLIES	VH WATER DELIVERY	38.99	624
Total PREMIUM WATERS INC:		38.99	
SAFEBUILT LLC			
100-53100-211 BLDG INSPECTION CONTRACT	BUILDING PERMIT FEES	5,323.93	624
Total SAFEBUILT LLC:		5,323.93	
SECURIAN FINANCIAL GROUP INC			
100-52120-124 POLICE LIFE INSURANCE	POLICE LIFE INS	83.33	624
100-54100-123 DPW ADMIN HEALTH INSURANCE	DPW LIFE INS	6.64	624
100-54310-124 STREETS LIFE INSURANCE	STREETS LIFE INS	17.48	624
100-55410-124 PARKS LIFE INSURANCE	PARKS LIFE INS	13.24	624
200-57630-124 WATER TREATMENT - LIFE INS	WATER TREATMENT LIFE INS	4.21	624
200-57640-124 WATER DISTRIBUTION - LIFE INS	WATER DISTRIBUTION LIFE INS	4.21	624
200-57902-124 WATER ACCOUNTING - LIFE INS	WATER ACCOUNTING LIFE INS	20.40	624
230-58100-124 KNC LIFE INSURANCE	KNC LIFE INSURANCE	5.00	624
200-57920-124 WATER ADMIN - LIFE INS	WATER ADMIN LIFE INS	12.33	624
300-58964-124 SEWER ACCOUNTING - LIFE INS	SEWER ACCOUNTING LIFE INS	20.36	624
300-58965-124 SEWER ADMIN - LIFE INS	SEWER ADMIN LIFE INS	12.33	624
100-51410-124 GEN ADMIN LIFE INSURANCE	GEN ADMIN LIFE INSURANCE	66.74	624
100-55210-124 REC DEPT LIFE INSURANCE	REC DEPT LIFE INS	6.05	624
400-58100-123 LIBRARY HEALTH INSURANCE	LIBRARY LIFE INSURANCE	49.39	624
100-21257 LIFE INSURANCE PAYABLE	EMPLOYEE CONTRIBUTION	369.86	624

GL Account and Title	Description	Amount	GL Period
Total SECURIAN FINANCIAL GROUP INC:		691.57	
SMITH, DOUGLAS			
100-54310-125 STREETS UNIFORMS	REIMBURSE FOR UNIFORMS	57.96	624
Total SMITH, DOUGLAS:		57.96	
STATE OF WI - COURT FINES			
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF COURT FI	929.00	624
Total STATE OF WI - COURT FINES:		929.00	
TOWN BANK N.A.			
200-57427-000 INTEREST EXPENSE	DEBT SERVICE INSTEREST	2,957.11	624
Total TOWN BANK N.A.:		2,957.11	
US POSTAL SERVICE			
100-51410-161 GEN ADMIN POSTAGE	PO BOX 580 ANNUAL RENEWAL	342.00	624
Total US POSTAL SERVICE:		342.00	
USA BLUE BOOK			
200-57635-150 WATER TREATMENT REPAIRS/ MAINT	WATER TREATMENT SUPPLIES	173.58	624
200-57635-150 WATER TREATMENT REPAIRS/ MAINT	WATER TREATMENT SUPPLIES	21.00	624
Total USA BLUE BOOK:		194.58	
VELOCITY			
100-52120-130 POLICE IT EXPENSE	POLICE IT SERVICES	802.62	624
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	GENERAL GOVT IT SERVICES	740.88	624
200-57921-130 WATER IT EXPENSE	WATER DEPT IT	144.06	624
100-52320-130 FIRE DEPT IT	FIRE DEPT IT	61.74	624
100-55210-130 REC DEPT IT	REC DEPT IT	185.22	624
100-52120-130 POLICE IT EXPENSE	MUNICIPAL COURT IT	82.32	624
100-52360-130 RESCUE DEPT IT EXPENSE	RESCUE DEPT IT	41.16	624
100-52120-130 POLICE IT EXPENSE	POLICE IT SERVICES	570.00	624
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	GENERAL GOVT IT SERVICES	570.00	624
200-57921-130 WATER IT EXPENSE	WATER DEPT IT	95.00	624
Total VELOCITY:		3,293.00	
VISU-SEWER			
300-58965-140 SEWER CAPITAL OUTLAY	SEWER LINING	34,612.75	624
Total VISU-SEWER:		34,612.75	
WALWORTH COUNTY CLERK			
100-51412-000 ELECTION EXPENSE	BALLOTS	181.63	624
100-51412-000 ELECTION EXPENSE	PROGRAMMING	100.10	624
100-51412-000 ELECTION EXPENSE	ADVERTISING	55.30	624
100-51412-000 ELECTION EXPENSE	MODEM	60.00	624
Total WALWORTH COUNTY CLERK:		397.03	
WALWORTH COUNTY TREASURER-COURT FINES			
100-45001 COURT FINE REVENUE	MONTHLY SHARE OF COURT FI	348.20	624

GL Account and Title	Description	Amount	GL Period
Total WALWORTH COUNTY TREASURER-COURT FINES:		348.20	
WIL-KIL PEST CONTROL			
100-55411-150 LAKEFRONT REPAIRS/MAINT	THE REC OFFICE	56.04	624
100-55411-150 LAKEFRONT REPAIRS/MAINT	BATH HOUSE/MARINA SHACK	67.38	624
100-51730-150 VH BLDG REPAIRS/MAINT	VILLAGE HALL	72.21	624
100-51720-150 LIONS FIELD HOUSE REPAIR/MAINT	LIONS FIELD HOUSE	65.97	624
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	BARRETT MEMORIAL LIBRARY	65.97	624
Total WIL-KIL PEST CONTROL:		327.57	
WISCONN VALLEY MEDIA GROUP			
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATIONS - ORDINANCE 2	73.33	624
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATION TID 1	77.20	624
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATION ALLIANT EC CUP	47.12	624
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATION 2024 WEED NOTI	73.43	624
100-51410-210 GEN ADMIN PUBLICATIONS	PUBLICATION ZBA NOTICE	49.80	624
Total WISCONN VALLEY MEDIA GROUP:		320.88	
WISCONSIN PROFESSIONAL POLICE			
100-21262 UNION DUES PAYABLE	UNION DUES MAY 2024	267.00	624
100-21262 UNION DUES PAYABLE	UNION DUES JUNE 2024	267.00	624
Total WISCONSIN PROFESSIONAL POLICE:		534.00	
WITTE SUPPLY COMPANY			
100-55410-150 PARKS REPAIRS/MAINT	PARKS REPAIRS/MAINT	139.50	624
100-55410-150 PARKS REPAIRS/MAINT	PARKS REPAIRS/MAINT	59.00	624
Total WITTE SUPPLY COMPANY:		198.50	
Total 624:		71,842.03	
Grand Totals:		71,842.03	

Village Board Approval Date: _____

GL Account and Title	Description	Amount	GL Period
624			
BAKER & TAYLOR			
400-58200-000 ADULT PRINT	ADULT PRINT/ BOOK	1,100.76	624
400-58201-000 CHILDREN PRINT	CHILDREN'S BOOKS	227.95	624
Total BAKER & TAYLOR:		1,328.71	
DEMCO			
400-58100-160 LIBRARY SUPPLIES	SUPPLIES	121.78	624
Total DEMCO:		121.78	
HECKMAN, NANCY			
400-58232-000 LIBRARY CRAFTS	CRAFTS	12.11	624
Total HECKMAN, NANCY:		12.11	
MIDWEST TAPE			
400-58240-000 LIBRARY MEDIA	MEDIA	51.73	624
400-58240-000 LIBRARY MEDIA	MEDIA	135.69	624
400-58240-000 LIBRARY MEDIA	MEDIA	17.24	624
400-58240-000 LIBRARY MEDIA	MEDIA	39.73	624
Total MIDWEST TAPE:		244.39	
PLAYAWAY PRODUCTS			
400-58201-000 CHILDREN PRINT	CHILDREN'S DIGITAL	64.99	624
Total PLAYAWAY PRODUCTS:		64.99	
RENO, MICHAEL			
410-58330-000 DONOR DESIGNATED EXPENDITURES	DONOR DESIGNATED	112.50	624
Total RENO, MICHAEL:		112.50	
SANDERS, EMILY			
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	PROGRAMS FOR ADULTS & CHI	20.09	624
Total SANDERS, EMILY:		20.09	
SCHNUPP, JOY			
410-58255-000 LIB FRIENDS EXPENDITURE	FRIENDS EXPENSE	47.92	624
Total SCHNUPP, JOY:		47.92	
UNIQUE SERVICES			
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	IT/LICENSES/CONTRACTED SE	50.00	624
Total UNIQUE SERVICES:		50.00	
Total 624:		2,002.49	
Grand Totals:		2,002.49	

GL Account and Title	Description	Amount	GL Period
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Village Board Approval Date: _____

Monthly EFT Payments

Month: May 2024			
Vendor	Amount	Date	Purpose
Alliant	\$ 3,161.55	5/17/2024	Monthly Street Light Charges
Alliant	\$ 9,688.30	5/30/2024	Monthly Electric
Associated Bank	\$ 416.66	5/14/2024	Monthly HSA Contributions
AT&T Mobility	\$ 10.11	5/17/2024	Monthly charges for Street Dept Tablets, HarborMaster Cell phone, & Court Cell Phone
AT&T Mobility	\$ 887.54	5/29/2024	Monthly Charges for Police, Fire, Rescue & Administrator Cell Phones
AT&T	\$ 804.53	5/29/2024	Monthly Landline Charges
Citgo	\$ 1,740.89	5/3/2024	
Delta Delta/Vision	\$ 850.26	5/1/2024	April Dental & Vision Insurance Premium
Employee Trust Funds	\$ 32,389.62	5/31/2024	May Health Insurance Premium
Employee Trust Funds	\$ 21,321.77	5/31/2024	April 2024 Retirement
Exxon	\$ 1,740.89	5/7/2024	
First National Bank & Trust	\$ 5,087.25	5/10/2024	Monthly Credit Card Charges
First National Bank & Trust	\$ 5,676.99	5/10/2024	Monthly HSA Contributions
GFL	\$ 19,898.32	5/3/2024	
GFL	\$ 19,881.07	5/29/2024	
IRS	\$ 17,664.89	5/10/2024	Payroll Withholding Taxes
IRS	\$ 15,511.50	5/24/2024	Payroll Withholding Taxes
Pitney Bowes	\$ 1,000.00	5/21/2024	Refill Postage Meter
Spectrum	\$ 159.98	5/8/2024	Monthly Village Hall Internet
WE Energies	\$ 1,350.05	5/6/2024	Montly Gas Charges
WI DOR	\$ 2,847.52	5/10/2024	Payroll Withholding Taxes
WI DOR	\$ 2,648.95	5/24/2024	Payroll Withholding Taxes
WI DOR	\$ 4,928.96	5/21/2024	April Sales Tax
	\$ 169,667.60		

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-41100 TAX LEVY-GENERAL	.00	410,417.11	1,763,209.00	1,352,791.89	23.3
100-41101 DELINQUENT PP TAX	.00	20.40	50.00	29.60	40.8
100-41104 UTILITY TAX EQUIVALENT	.00	40.56	100,800.00	100,759.44	.0
100-41105 ROOM TAX	147.30	30,759.26	48,000.00	17,240.74	64.1
100-41106 CABLE FRANCHISE FEES	11,235.15	54,597.32	50,000.00	(4,597.32)	109.2
100-41110 MERCY PILOT	.00	.00	56,000.00	56,000.00	.0
100-41200 COUNTY AND MUNICIPAL AID	.00	.00	29,979.00	29,979.00	.0
100-41201 SUPPLEMENTAL CTY & MUNICPL AID	.00	.00	80,227.00	80,227.00	.0
TOTAL TAXES	11,382.45	495,834.65	2,128,265.00	1,632,430.35	23.3
<u>INTERGOVERNMENTAL</u>					
100-42001 EXEMPT COMPUTER AID	.00	.00	469.00	469.00	.0
100-42002 STATE SHARED REVENUE	.00	.00	64,000.00	64,000.00	.0
100-42006 TRANSPORTATION AID	.00	52,103.72	200,000.00	147,896.28	26.1
100-42007 POLICE TRAINING FROM STATE	.00	.00	1,120.00	1,120.00	.0
100-42008 OTHER STATE AIDS	.00	.00	16,464.00	16,464.00	.0
100-42009 POLICE GRANT FROM CTY	.00	119.06	.00	(119.06)	.0
100-42010 POLICE SRO REVENUE	.00	28,506.62	71,285.00	42,778.38	40.0
TOTAL INTERGOVERNMENTAL	.00	80,729.40	353,338.00	272,608.60	22.9
<u>LICENSES & PERMITS</u>					
100-43001 LIQUOR/BEER LICENSE	3,025.00	3,085.00	800.00	(2,285.00)	385.6
100-43002 OPERATOR LICENSE	320.00	560.00	3,000.00	2,440.00	18.7
100-43006 BUILDING PERMITS	.00	28,439.96	60,000.00	31,560.04	47.4
100-43007 ELECTRICAL PERMITS	.00	6,157.55	13,000.00	6,842.45	47.4
100-43008 PLUMBING PERMITS	.00	7,473.67	15,000.00	7,526.33	49.8
100-43009 ROOM TAX PERMIT	.00	350.00	800.00	450.00	43.8
100-43013 RENTAL PROP ADMIN	.00	.00	20.00	20.00	.0
100-43014 CIGARETTE LICENSE	300.00	300.00	300.00	.00	100.0
100-43015 ZONING AND PLANNING FEES	1,450.00	6,685.00	20,000.00	13,315.00	33.4
100-43016 TREE PERMIT	450.00	5,060.00	5,000.00	(60.00)	101.2
100-43018 DOG LICENSE	145.00	1,195.00	500.00	(695.00)	239.0
100-43021 TOURIST ROOMING HOUSE PERMIT	.00	5,400.00	6,750.00	1,350.00	80.0
100-43022 SHORT TERM RENTAL PERMIT	.00	.00	19,000.00	19,000.00	.0
100-43025 TRANSIENT MERCHANT PERMIT	.00	400.00	.00	(400.00)	.0
100-43090 INVOICED SERVICE PAYMENTS	.00	60,198.08	10,000.00	(50,198.08)	602.0
TOTAL LICENSES & PERMITS	5,690.00	125,304.26	154,170.00	28,865.74	81.3

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>PUBLIC CHARGES FOR SERVICE</u>					
100-44040 POLICE GEN REVENUE	12.00	81.00	250.00	169.00	32.4
100-44049 SPECIAL ASSESSMENT LETTERS	680.00	1,960.00	4,000.00	2,040.00	49.0
100-44060 STREET OPENING PERMIT	300.00	900.00	500.00	(400.00)	180.0
100-44095 TENNIS REVENUES	.00	.00	3,000.00	3,000.00	.0
100-44098 ZUMBA REVENUES	.00	.00	650.00	650.00	.0
100-44099 TAI CHI REVENUES	260.00	1,458.00	.00	(1,458.00)	.0
100-44100 BASEBALL/SOFTBALL REG FEES	65.00	6,465.00	8,000.00	1,535.00	80.8
100-44102 ADULT PROGRAM REVENUES	271.00	2,982.00	3,500.00	518.00	85.2
100-44103 SUMMER PROGRAM REVENUES	1,500.00	1,609.54	6,500.00	4,890.46	24.8
100-44106 DONATION FOR REC DEPT	.00	.00	4,000.00	4,000.00	.0
100-44107 FIELD HOUSE RENTALS	200.00	2,400.00	3,000.00	600.00	80.0
100-44108 EDGEWATER DEPOSIT	.00	500.00	.00	(500.00)	.0
100-44301 WATERWAY MARKERS	5,663.00	5,663.00	6,100.00	437.00	92.8
100-44620 LAKEFRONT/SHORE INCOME	2,790.00	6,711.00	15,000.00	8,289.00	44.7
100-44621 BEACH REVENUE	10,882.00	18,842.00	100,000.00	81,158.00	18.8
100-44622 LAUNCH REVENUE	18,611.00	35,508.75	180,000.00	144,491.25	19.7
100-44623 HORVATH DRY STORAGE REVENUE	3,798.00	26,686.00	24,000.00	(2,686.00)	111.2
100-44625 TOWN OF LINN BEACH REVENUE	.00	.00	15,000.00	15,000.00	.0
100-44630 KAYAK/PADDLEBOARD RENTAL FEES	.00	2.00	14,000.00	13,998.00	.0
TOTAL PUBLIC CHARGES FOR SERVICE	45,032.00	111,768.29	387,500.00	275,731.71	28.8
<u>FINES & FORFEITURES</u>					
100-45001 COURT FINE REVENUE	1,797.00	11,641.70	28,267.00	16,625.30	41.2
100-45002 PARKING TICKET REVENUE	200.00	925.00	2,000.00	1,075.00	46.3
TOTAL FINES & FORFEITURES	1,997.00	12,566.70	30,267.00	17,700.30	41.5
<u>SOURCE 46</u>					
100-46000 WEED AND NUISANCE CONTROL	.00	.00	750.00	750.00	.0
TOTAL SOURCE 46	.00	.00	750.00	750.00	.0
<u>COMMERCIAL</u>					
100-48004 INTEREST ON INVESTMENTS	.00	11,219.32	130,000.00	118,780.68	8.6
100-48013 BOAT SLIP RENTAL	8,207.00	258,757.00	273,000.00	14,243.00	94.8
100-48015 GENEVA LK LAW ENFORCEMENT AGCY	24,662.92	24,662.92	31,000.00	6,337.08	79.6
100-48016 MUNICIPAL BUSINESS LEASE PYMT	.00	.00	1,000.00	1,000.00	.0
100-48500 STATE RECYCLING GRANTS	8,167.70	8,167.70	.00	(8,167.70)	.0
TOTAL COMMERCIAL	41,037.62	302,806.94	435,000.00	132,193.06	69.6

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
100-49001 AURORA DONATION	.00	3,250.00	.00 (	3,250.00)	.0
100-49002 INSURANCE PAYMENTS/REBATE	3,883.00	4,205.00	2,500.00 (	1,705.00)	168.2
100-49003 SALE OF VGE ASSET	.00	.00	10,000.00	10,000.00	.0
100-49009 GENERAL MISC UNCLASS	.00	60.07	1,000.00	939.93	6.0
100-49200 OPERATING TRANSFER	.00	.00	9,500.00	9,500.00	.0
TOTAL MISCELLANEOUS	3,883.00	7,515.07	23,000.00	15,484.93	32.7
TOTAL FUND REVENUE	109,022.07	1,136,525.31	3,512,290.00	2,375,764.69	32.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
GENERAL GOVERNMENT					
100-51110-110 VILLAGE BOARD WAGES	.00	5,512.50	22,050.00	16,537.50	25.0
100-51110-121 VILLAGE BOARD FICA	.00	421.72	1,687.00	1,265.28	25.0
100-51110-130 VILLAGE BOARD OTHER EXPENSE	.00	.00	2,475.00	2,475.00	.0
100-51210-110 MUNICIPAL COURT WAGES	2,914.70	14,573.50	33,891.00	19,317.50	43.0
100-51210-121 MUNICIPAL COURT FICA	222.98	1,114.90	2,593.00	1,478.10	43.0
100-51210-150 MUNICIPAL COURT IT FEES	.00	4,164.87	5,000.00	835.13	83.3
100-51210-160 MUNICIPAL COURT SUPPLIES	33.87	33.87	500.00	466.13	6.8
100-51210-161 MUNICIPAL COURT POSTAGE	.00	.00	500.00	500.00	.0
100-51210-190 MUNICIPAL COURT TRAINING	.00	800.00	2,500.00	1,700.00	32.0
100-51400-000 RECRUITING FEES	838.00	1,917.99	.00	(1,917.99)	.0
100-51405-000 BILLABLE SERVICES	18,232.55	60,403.20	10,000.00	(50,403.20)	604.0
100-51410-110 GEN ADMIN WAGES	13,270.77	66,805.68	180,037.00	113,231.32	37.1
100-51410-121 GEN ADMIN FICA	945.89	4,765.03	13,814.00	9,048.97	34.5
100-51410-122 GEN ADMIN RETIREMENT	915.73	4,609.79	12,460.00	7,850.21	37.0
100-51410-123 GEN ADMIN HEALTH INSURANCE	.00	3,077.70	37,985.00	34,907.30	8.1
100-51410-124 GEN ADMIN LIFE INSURANCE	58.41	366.27	375.00	8.73	97.7
100-51410-127 GEN ADMIN HSA FUNDING	604.14	2,514.77	8,375.00	5,860.23	30.0
100-51410-130 GEN ADMIN IT EXPENSE	.00	3,179.99	960.00	(2,219.99)	331.3
100-51410-160 GEN ADMIN SUPPLIES	1,496.48	6,603.38	3,500.00	(3,103.38)	188.7
100-51410-161 GEN ADMIN POSTAGE	1,778.68	1,889.65	11,900.00	10,010.35	15.9
100-51410-162 GEN ADMIN COPIER EXPENSE	548.65	1,413.19	3,384.00	1,970.81	41.8
100-51410-190 GEN ADMIN TRAINING	592.03	987.03	6,500.00	5,512.97	15.2
100-51410-200 GEN ADMIN TELEPHONE	.00	67.27	6,624.00	6,556.73	1.0
100-51410-210 GEN ADMIN PUBLICATIONS	212.78	1,246.40	5,000.00	3,753.60	24.9
100-51410-300 GEN ADMIN CODIFICATION	.00	.00	6,200.00	6,200.00	.0
100-51412-000 ELECTION EXPENSE	545.45	1,558.60	4,205.00	2,646.40	37.1
100-51412-110 ELECTION WAGES	3,485.00	3,550.00	20,000.00	16,450.00	17.8
100-51412-121 ELECTION FICA	.00	.00	60.00	60.00	.0
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	37.60	10,464.37	29,603.00	19,138.63	35.4
100-51415-000 LEAGUE EXPENSES/DUES	.00	.00	3,707.00	3,707.00	.0
100-51510-000 INSURANCE EXPENSE	3,035.34	66,376.34	75,519.00	9,142.66	87.9
100-51520-000 ASSESSOR CONTRACT	1,500.00	7,512.81	18,000.00	10,487.19	41.7
100-51521-000 PROPERTY REASSESSMENT	.00	.00	3,727.00	3,727.00	.0
100-51560-000 CONTINGENCY	.00	.00	35,660.00	35,660.00	.0
100-51570-000 AUDIT EXPENSE	5,000.00	19,342.50	28,150.00	8,807.50	68.7
100-51575-000 FINANCIAL MGT PLAN EXPENSE	12,972.50	12,972.50	.00	(12,972.50)	.0
100-51610-000 LEGAL SERVICES	310.50	24,411.30	60,000.00	35,588.70	40.7
100-51650-000 MISCELLANEOUS-AUDIT	.00	17,500.00	.00	(17,500.00)	.0
100-51720-150 LIONS FIELD HOUSE REPAIR/MAINT	61.98	61.98	2,262.00	2,200.02	2.7
100-51720-160 LIONS FIELD HOUSE SUPPLIES	.00	23.99	937.00	913.01	2.6
100-51720-170 LIONS FIELD HOUSE GAS	.00	.00	2,318.00	2,318.00	.0
100-51720-171 LIONS FIELD HOUSE ELECTRIC	.00	113.71	1,861.00	1,747.29	6.1
100-51720-173 LIONS FIELD HOUSE W&S	.00	168.22	1,329.00	1,160.78	12.7
100-51720-175 JANITORIAL SERVICES	871.48	2,178.70	5,882.00	3,703.30	37.0
100-51730-150 VH BLDG REPAIRS/MAINT	99.79	423.79	8,000.00	7,576.21	5.3
100-51730-160 VH BLDG SUPPLIES	30.74	135.71	2,434.00	2,298.29	5.6
100-51730-170 VH BLDG GAS	.00	.00	3,125.00	3,125.00	.0
100-51730-171 VH BLDG ELECTRIC	.00	865.17	8,885.00	8,019.83	9.7
100-51730-173 VH BLDG WATER & SEWER	.00	424.17	2,567.00	2,142.83	16.5
100-51730-175 JANITORIAL SERVICES	1,350.00	3,375.00	8,762.00	5,387.00	38.5
100-51965-000 WMS BAY BUSINESS ASSOC	11,606.13	26,041.25	33,600.00	7,558.75	77.5
100-51970-000 SHORT TERM RENTAL ADMIN	.00	.00	6,600.00	6,600.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL GENERAL GOVERNMENT	83,572.17	383,968.81	745,503.00	361,534.19	51.5

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
100-52120-110 POLICE WAGES	49,911.98	248,423.48	695,987.00	447,563.52	35.7
100-52120-111 POLICE PT SHIFT PREMIUM	62.50	102.50	600.00	497.50	17.1
100-52120-112 POLICE OT WAGES	1,940.13	16,515.27	100,000.00	83,484.73	16.5
100-52120-121 POLICE FICA	3,778.30	19,310.03	53,072.00	33,761.97	36.4
100-52120-122 POLICE RETIREMENT	6,961.21	35,886.53	108,379.00	72,492.47	33.1
100-52120-123 POLICE HEALTH INSURANCE	.00	12,534.87	133,254.00	120,719.13	9.4
100-52120-124 POLICE LIFE INSURANCE	78.76	472.56	1,021.00	548.44	46.3
100-52120-125 POLICE UNIFORMS	747.93	3,676.12	9,000.00	5,323.88	40.9
100-52120-127 POLICE HSA FUNDING	2,916.62	11,666.48	35,000.00	23,333.52	33.3
100-52120-130 POLICE IT EXPENSE	366.25	22,083.87	35,110.00	13,026.13	62.9
100-52120-150 POLICE REPAIRS/MAINT	1,164.00	3,310.25	10,000.00	6,689.75	33.1
100-52120-160 POLICE SUPPLIES	259.63	689.55	7,880.00	7,190.45	8.8
100-52120-161 POLICE POSTAGE/CONFINEMENT	55.00	249.66	150.00	(99.66)	166.4
100-52120-180 POLICE FUEL	.00	1,260.85	20,000.00	18,739.15	6.3
100-52120-190 POLICE TRAINING	319.99	5,158.16	17,750.00	12,591.84	29.1
100-52120-200 POLICE TELEPHONE	.00	210.76	.00	(210.76)	.0
100-52120-210 POLICE COMMUNITY PROGRAMS	20,790.65	20,790.65	2,500.00	(18,290.65)	831.6
100-52120-220 POLICE LICENSE SUPENSION FEE	.00	9.00	.00	(9.00)	.0
100-52130-110 WATER SAFETY PATROL	.00	30,317.00	30,317.00	.00	100.0
100-52130-120 GENEVA LAKE ENVIRONMENTAL AGCY	.00	10,000.00	40,000.00	30,000.00	25.0
100-52130-130 GENEVA LAKE LAW ENFORCEMENT	.00	73,000.00	73,000.00	.00	100.0
100-52130-150 EMERGENCY MANAGEMENT	414.89	414.89	1,200.00	785.11	34.6
100-52320-106 FIRE DEPT OFFICER PAY	2,022.67	8,349.01	.00	(8,349.01)	.0
100-52320-107 FIRE DEPT MEETING PAY	270.28	1,081.12	56,847.00	55,765.88	1.9
100-52320-108 FIRE DEPT DRILL PAY	1,408.00	3,044.80	.00	(3,044.80)	.0
100-52320-109 FIRE DEPT CALLS PAY	809.60	4,012.80	.00	(4,012.80)	.0
100-52320-120 FIRE DEPT TRAINING PAY	198.72	596.16	.00	(596.16)	.0
100-52320-121 FIRE DEPT FICA	345.15	1,268.35	4,349.00	3,080.65	29.2
100-52320-122 FIRE DEPT RETIREMENT	70.33	281.53	717.00	435.47	39.3
100-52320-130 FIRE DEPT IT	.00	438.95	1,200.00	761.05	36.6
100-52320-150 FIRE DEPT REPAIRS/MAINT	2,590.00	2,659.01	16,000.00	13,340.99	16.6
100-52320-160 FIRE DEPT SUPPLIES	972.00	5,823.00	6,500.00	677.00	89.6
100-52320-170 FIRE DEPT GAS	.00	.00	5,300.00	5,300.00	.0
100-52320-171 FIRE DEPT ELECTRIC	.00	171.19	2,000.00	1,828.81	8.6
100-52320-173 FIRE DEPT WATER & SEWER	.00	153.28	800.00	646.72	19.2
100-52320-180 FIRE DEPT FUEL	293.14	293.14	1,000.00	706.86	29.3
100-52320-190 FIRE DEPT TRAINING	.00	275.00	5,500.00	5,225.00	5.0
100-52320-200 FIRE DEPT TELEPHONE	145.73	625.39	4,715.00	4,089.61	13.3
100-52340-107 DIVE TEAM MEETING PAY	.00	.00	1,363.00	1,363.00	.0
100-52340-108 DIVE TEAM DRILL PAY	.00	62.00	.00	(62.00)	.0
100-52340-121 DIVE TEAM FICA	.00	.00	104.00	104.00	.0
100-52340-145 DIVE TEAM TANK MAINTENANCE	.00	.00	4,260.00	4,260.00	.0
100-52340-150 DIVE TEAM REPAIRS/MAINT	.00	.00	600.00	600.00	.0
100-52340-190 DIVE TEAM TRAINING	.00	.00	1,250.00	1,250.00	.0
100-52360-106 RESCUE DEPT OFFICER PAY	362.25	1,449.00	.00	(1,449.00)	.0
100-52360-107 RESCUE DEPT MEETING PAY	46.50	204.60	15,106.00	14,901.40	1.4
100-52360-108 RESCUE DEPT TRAINING PAY	186.00	607.60	.00	(607.60)	.0
100-52360-109 RESCUE DEPT CALLS PAY	757.00	910.00	.00	(910.00)	.0
100-52360-121 RESCUE DEPT FICA	95.50	211.87	1,156.00	944.13	18.3
100-52360-130 RESCUE DEPT IT EXPENSE	.00	176.73	89.00	(87.73)	198.6
100-52360-150 RESCUE DEPT REPAIRS/MAINT	.00	.00	300.00	300.00	.0
100-52360-160 RESCUE DEPT SUPPLIES	29.99	29.99	1,000.00	970.01	3.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-52360-180 RESCUE DEPT FUEL	293.14	293.14	.00	(293.14)	.0
100-52360-190 RESCUE DEPT TRAINING	.00	.00	1,080.00	1,080.00	.0
100-52360-200 RESCUE DEPT TELEPHONE	.00	76.34	2,747.00	2,670.66	2.8
TOTAL PUBLIC SAFETY	100,663.84	549,176.48	1,508,203.00	959,026.52	36.4

PUBLIC SAFETY

100-53100-160 BLDG INSP SUPPLIES	.00	31.16	.00	(31.16)	.0
100-53100-210 ZONING INSPECTION CONTRACT	2,075.00	4,724.50	25,000.00	20,275.50	18.9
100-53100-211 BLDG INSPECTION CONTRACT	.00	50,727.46	70,400.00	19,672.54	72.1
100-53100-215 CODE ENFORCEMENT CONTRACT	6,070.00	11,350.00	25,000.00	13,650.00	45.4
100-53100-220 STR ENFORCEMENT CONTRACT	2,195.00	4,400.00	2,500.00	(1,900.00)	176.0
TOTAL PUBLIC SAFETY	10,340.00	71,233.12	122,900.00	51,666.88	58.0

PUBLIC WORKS

100-54100-110 DPW ADMIN WAGES	3,489.52	17,447.19	45,000.00	27,552.81	38.8
100-54100-121 DPW ADMIN FICA	224.06	1,120.30	3,467.00	2,346.70	32.3
100-54100-122 DPW ADMIN RETIREMENT	238.86	1,194.30	3,105.00	1,910.70	38.5
100-54100-123 DPW ADMIN HEALTH INSURANCE	6.38	865.14	9,999.00	9,133.86	8.7
100-54100-124 DPW ADMIN LIFE INSURANCE	.00	.00	90.00	90.00	.0
100-54100-127 DPW HSA FUNDING	208.33	833.27	2,500.00	1,666.73	33.3
100-54100-300 ENGINEERING	.00	1,097.50	10,000.00	8,902.50	11.0
100-54310-110 STREETS WAGES	7,953.63	35,483.95	88,928.00	53,444.05	39.9
100-54310-112 STREETS OT WAGES	118.57	1,119.87	3,500.00	2,380.13	32.0
100-54310-113 STREETS DBL OT WAGES	.00	70.42	3,500.00	3,429.58	2.0
100-54310-121 STREETS FICA	595.16	2,683.89	7,485.00	4,801.11	35.9
100-54310-122 STREETS RETIREMENT	474.16	2,403.27	5,443.00	3,039.73	44.2
100-54310-123 STREETS HEALTH INSURANCE	.00	1,278.38	24,280.00	23,001.62	5.3
100-54310-124 STREETS LIFE INSURANCE	16.86	109.37	307.00	197.63	35.6
100-54310-125 STREETS UNIFORMS	126.41	326.41	2,500.00	2,173.59	13.1
100-54310-127 STREETS HSA FUNDING	287.98	1,161.61	5,830.00	4,668.39	19.9
100-54310-150 STREETS EQUIP REPAIRS/MAINT	398.82	6,849.55	27,000.00	20,150.45	25.4
100-54310-160 STREETS SUPPLIES	513.92	1,649.02	6,500.00	4,850.98	25.4
100-54310-170 STREETS GAS	.00	.00	4,000.00	4,000.00	.0
100-54310-171 STREETS ELECTRIC	.00	475.18	6,000.00	5,524.82	7.9
100-54310-173 STREETS WATER & SEWER	.00	175.69	960.00	784.31	18.3
100-54310-175 STREETS ROAD MAINTENANCE	24,500.00	24,560.00	25,000.00	440.00	98.2
100-54310-180 STREETS FUEL	2,931.43	2,990.74	9,500.00	6,509.26	31.5
100-54310-190 STREETS TRAINING	1,613.50	1,640.49	1,000.00	(640.49)	164.1
100-54310-200 STREETS TELEPHONE	.00	22.33	1,000.00	977.67	2.2
100-54310-280 SNOW/ICE CONTROL MATERIALS	.00	7,983.83	17,500.00	9,516.17	45.6
100-54310-281 TRAFFIC SIGNS/MARKINGS	75.89	181.10	2,000.00	1,818.90	9.1
100-54310-282 HIGHWAY STRIPING/MARKING	.00	.00	1,000.00	1,000.00	.0
100-54420-000 STREET LIGHTING	.00	3,035.39	35,000.00	31,964.61	8.7
100-54710-000 REFUSE COLLECTIONS	.00	.00	167,550.00	167,550.00	.0
TOTAL PUBLIC WORKS	43,773.48	116,758.19	519,944.00	403,185.81	22.5

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEISURE ACTIVITIES</u>					
100-55210-110 REC DEPT WAGES	7,678.78	29,269.83	108,932.00	79,662.17	26.9
100-55210-121 REC DEPT FICA	571.33	2,210.56	8,333.00	6,122.44	26.5
100-55210-122 REC DEPT RETIREMENT	382.16	1,146.48	4,285.00	3,138.52	26.8
100-55210-123 REC DEPT HEALTH INSURANCE	.00	649.16	7,790.00	7,140.84	8.3
100-55210-124 REC DEPT LIFE INSURANCE	6.05	18.15	65.00	46.85	27.9
100-55210-127 REC DEPT HSA FUNDING	208.33	624.99	2,500.00	1,875.01	25.0
100-55210-130 REC DEPT IT	.00	320.26	1,036.00	715.74	30.9
100-55210-143 BASEBALL FIELD UPKEEP	.00	.00	4,500.00	4,500.00	.0
100-55210-150 REC DEPT REPAIRS/MAINTENANCE	230.00	230.00	.00	(230.00)	.0
100-55210-160 REC DEPT SUPPLIES	180.61	987.46	2,400.00	1,412.54	41.1
100-55210-190 REC DEPT TRAINING	30.00	110.05	743.00	632.95	14.8
100-55210-200 REC DEPT TELEPHONE	113.81	344.15	1,128.00	783.85	30.5
100-55210-210 REC DEPT PUBLICATIONS	1,514.00	1,664.00	4,000.00	2,336.00	41.6
100-55210-270 REC DEPT BASEBALL UNIFORMS	.00	.00	4,686.00	4,686.00	.0
100-55210-271 REC DEPT BASEBALL EXPENSES	2,055.83	2,851.83	11,022.00	8,170.17	25.9
100-55210-274 REC DEPT ADULT FITNESS	.00	56.80	.00	(56.80)	.0
100-55210-275 REC DEPT PROGRAM EXPENSES	1,517.08	2,216.01	13,839.00	11,622.99	16.0
100-55210-278 REC DEPT BOO IN THE BAY	.00	.00	939.00	939.00	.0
100-55210-279 REC DEPT DONATION EXPENSES	.00	.00	1,229.00	1,229.00	.0
100-55210-280 KAYAK/PADDLEBOARD EXPENSE	.00	.00	1,381.00	1,381.00	.0
100-55410-110 PARKS WAGES	4,964.46	16,595.28	47,213.00	30,617.72	35.2
100-55410-112 PARKS OT WAGES	.00	805.77	2,454.00	1,648.23	32.8
100-55410-113 PARKS DBL OT WAGES	.00	.00	2,598.00	2,598.00	.0
100-55410-115 PARKS CONTRACT LABOR	655.00	1,823.50	10,000.00	8,176.50	18.2
100-55410-121 PARKS FICA	367.27	1,268.63	4,134.00	2,865.37	30.7
100-55410-122 PARKS RETIREMENT	177.02	940.69	2,419.00	1,478.31	38.9
100-55410-123 PARKS HEALTH INSURANCE	.00	833.22	9,989.00	9,155.78	8.3
100-55410-124 PARKS LIFE INSURANCE	12.94	68.10	185.00	116.90	36.8
100-55410-125 PARKS UNIFORMS	41.99	41.99	2,000.00	1,958.01	2.1
100-55410-127 PARKS HSA FUNDING	267.56	1,060.55	2,500.00	1,439.45	42.4
100-55410-148 TENNIS COURT MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
100-55410-150 PARKS REPAIRS/MAINT	1,298.13	4,527.68	19,000.00	14,472.32	23.8
100-55410-160 PARKS SUPPLIES	439.96	439.96	1,500.00	1,060.04	29.3
100-55410-170 PARKS GAS	.00	.00	4,500.00	4,500.00	.0
100-55410-171 PARKS ELECTRIC	.00	837.31	6,500.00	5,662.69	12.9
100-55410-173 PARKS WATER & SEWER	.00	710.23	3,740.00	3,029.77	19.0
100-55410-180 PARKS FUEL	2,052.00	2,148.74	7,500.00	5,351.26	28.7
100-55411-110 LAKEFRONT WAGES	8,192.05	12,121.53	109,424.00	97,302.47	11.1
100-55411-112 LAKEFRONT OT WAGES	.00	67.50	.00	(67.50)	.0
100-55411-121 LAKEFRONT FICA	626.70	932.48	8,371.00	7,438.52	11.1
100-55411-125 LAKEFRONT UNIFORMS	.00	.00	1,000.00	1,000.00	.0
100-55411-130 LAKEFRONT IT	.00	18.00	605.00	587.00	3.0
100-55411-150 LAKEFRONT REPAIRS/MAINT	116.00	116.00	11,000.00	10,884.00	1.1
100-55411-153 LAKEFRONT PIER REPAIRS	.00	13,457.00	70,000.00	56,543.00	19.2
100-55411-154 LAKEFRONT PIER INSTALLATION	.00	.00	80,000.00	80,000.00	.0
100-55411-160 LAKEFRONT SUPPLIES	348.28	7,845.59	10,500.00	2,654.41	74.7
100-55411-200 LAKEFRONT TELEPHONE	.00	66.65	1,000.00	933.35	6.7
100-55412-000 GENEVA LK LEVEL CORP	.00	.00	3,000.00	3,000.00	.0
100-55415-000 ENHANCEMENT COMMITTEE	406.23	358.27	800.00	441.73	44.8
TOTAL LEISURE ACTIVITIES	34,453.57	109,784.40	604,740.00	494,955.60	18.2

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CONSERVATION & DEVELOPMENT					
100-56120-000	HOLIDAY DECORATION SUPPLIES	.00	183.00	1,500.00	1,317.00	12.2
100-56130-000	TREE ENHANCEMENT	2,607.50	2,607.50	8,500.00	5,892.50	30.7
100-56420-190	HORVATH PROPERTY EXPENSE	.00	110.27	1,000.00	889.73	11.0
	TOTAL CONSERVATION & DEVELOPMENT	2,607.50	2,900.77	11,000.00	8,099.23	26.4
	TOTAL FUND EXPENDITURES	275,410.56	1,233,821.77	3,512,290.00	2,278,468.23	35.1
	NET REVENUE OVER EXPENDITURES	(166,388.49)	(97,296.46)	.00	97,296.46	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

POLCE DEPT DONATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>					
110-42004 POLICE DONATIONS	.00	5.00	1,841.00	1,836.00	.3
TOTAL INTERGOVERNMENTAL	.00	5.00	1,841.00	1,836.00	.3
TOTAL FUND REVENUE	.00	5.00	1,841.00	1,836.00	.3
NET REVENUE OVER EXPENDITURES	.00	5.00	1,841.00	1,836.00	.3

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

ARPA LOCAL RECOVERY FUNDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>					
115-42004 ARPA LOCAL RECOVERY FUNDS	.00	.00	280,220.00	280,220.00	.0
TOTAL INTERGOVERNMENTAL	.00	.00	280,220.00	280,220.00	.0
TOTAL FUND REVENUE	.00	.00	280,220.00	280,220.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

ARPA LOCAL RECOVERY FUNDS

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>ARPA EXPENDITURES</u>					
115-52320-165	ARPA LOCAL RECOV EXPENDITURES	<u>12,346.55</u>	<u>35,067.16</u>	<u>280,220.00</u>	<u>245,152.84</u>	<u>12.5</u>
	TOTAL ARPA EXPENDITURES	<u>12,346.55</u>	<u>35,067.16</u>	<u>280,220.00</u>	<u>245,152.84</u>	<u>12.5</u>
	TOTAL FUND EXPENDITURES	<u>12,346.55</u>	<u>35,067.16</u>	<u>280,220.00</u>	<u>245,152.84</u>	<u>12.5</u>
	NET REVENUE OVER EXPENDITURES	<u>(12,346.55)</u>	<u>(35,067.16)</u>	<u>.00</u>	<u>35,067.16</u>	<u>.0</u>

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

		EMS IGA FUNDS				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TAXES						
120-41100	EMS TAX LEVY	.00	.00	928,077.00	928,077.00	.0
TOTAL TAXES		.00	.00	928,077.00	928,077.00	.0
TOTAL FUND REVENUE		.00	.00	928,077.00	928,077.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

		EMS IGA FUNDS				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMS IGA EXPENDITURES</u>						
120-52320-165	EMS IGA EXPENDITURES	96,253.24	156,842.90	930,633.00	773,790.10	16.9
	TOTAL EMS IGA EXPENDITURES	96,253.24	156,842.90	930,633.00	773,790.10	16.9
	TOTAL FUND EXPENDITURES	96,253.24	156,842.90	930,633.00	773,790.10	16.9
	NET REVENUE OVER EXPENDITURES	(96,253.24)	(156,842.90)	(2,556.00)	154,286.90	(6136.

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC CHARGES FOR SERVICE</u>					
200-44460	WATER RESIDENTIAL SALES	456.07	111,047.37	508,000.00	396,952.63	21.9
200-44461	WATER COMMERCIAL SALES	31.42	18,051.34	102,000.00	83,948.66	17.7
200-44463	WATER PUBLIC FIRE PROTECTION	292.29	66,611.07	265,000.00	198,388.93	25.1
200-44464	WATER PUBLIC AUTH SALES	.00	2,442.57	18,000.00	15,557.43	13.6
200-44465	PRIVATE FIRE REVENUE-WTR	.00	904.20	3,700.00	2,795.80	24.4
200-44466	MULTIFAMILY RESIDENTIAL	85.27	4,530.46	20,000.00	15,469.54	22.7
200-44470	WATER FORFEITED DISCOUNTS	.00	1,608.93	4,000.00	2,391.07	40.2
200-44474	WATER OTHER REVENUE	.00	720.00	2,500.00	1,780.00	28.8
200-44475	IMPACT FEES	.00	15,737.50	40,000.00	24,262.50	39.3
	TOTAL PUBLIC CHARGES FOR SERVICE	865.05	221,653.44	963,200.00	741,546.56	23.0
	<u>COMMERCIAL</u>					
200-48004	INTEREST ON INVESTMENTS	.00	18,108.18	111,288.00	93,179.82	16.3
200-48005	PROPERTY RENTAL/TOWER LEASE	.00	.00	60,000.00	60,000.00	.0
200-48420	IMPACT FEE INTEREST INCOME	.00	.00	1,000.00	1,000.00	.0
	TOTAL COMMERCIAL	.00	18,108.18	172,288.00	154,179.82	10.5
	TOTAL FUND REVENUE	865.05	239,761.62	1,135,488.00	895,726.38	21.1

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER UTILITY</u>					
200-57346-000 NEW WATER METERS	.00	26,489.97	25,000.00	(1,489.97)	106.0
200-57346-100 METER REPLACEMENT PROGRAM	.00	.00	30,000.00	30,000.00	.0
200-57408-000 WATER TAX EQUIVALENT	.00	.00	100,800.00	100,800.00	.0
200-57427-000 INTEREST EXPENSE	.00	.00	231,969.00	231,969.00	.0
200-57599-000 WATER INSURANCE EXPENSE	3,035.33	34,705.83	30,000.00	(4,705.83)	115.7
200-57600-150 WELL #3 - REPAIRS	.00	185.49	800.00	614.51	23.2
200-57601-150 WELL #1 - REPAIRS	.00	.00	800.00	800.00	.0
200-57602-150 WELL #2 - REPAIRS	.00	.00	800.00	800.00	.0
200-57610-140 WATER FUND CAPITAL OUTLAY	72,189.50	325,571.48	50,936.00	(274,635.48)	639.2
200-57622-170 WATER POWER - NATURAL GAS	.00	.00	7,000.00	7,000.00	.0
200-57622-171 WATER POWER - ELECTRIC	.00	6,821.36	65,000.00	58,178.64	10.5
200-57623-160 WATER PUMPING SUPPLIES	91.32	573.62	200.00	(373.62)	286.8
200-57623-170 WATER TESTING	129.00	508.44	3,000.00	2,491.56	17.0
200-57630-110 WATER TREATMENT - WAGES	4,090.28	20,451.53	41,715.00	21,263.47	49.0
200-57630-112 WATER TREATMENT - OT WAGES	118.57	314.10	3,168.00	2,853.90	9.9
200-57630-113 WATER TREATMENT - DBL OT WAGES	.00	70.42	.00	(70.42)	.0
200-57630-121 WATER TREATMENT - FICA	312.07	1,534.62	3,353.00	1,818.38	45.8
200-57630-122 WATER TREATMENT - RETIREMENT	297.13	1,462.51	3,024.00	1,561.49	48.4
200-57630-123 WATER TREATMENT - HEALTH INS	.00	445.14	14,291.00	13,845.86	3.1
200-57630-124 WATER TREATMENT - LIFE INS	3.92	28.51	122.00	93.49	23.4
200-57630-127 WATER TREATMENT HSA FUNDING	138.88	555.52	3,330.00	2,774.48	16.7
200-57631-160 WATER TREATMENT CHEMICALS	12,612.00	38,401.66	135,000.00	96,598.34	28.5
200-57632-160 WATER TREATMENT SUPPLIES	138.50	747.74	2,200.00	1,452.26	34.0
200-57635-150 WATER TREATMENT REPAIRS/ MAINT	338.28	510.70	5,000.00	4,489.30	10.2
200-57640-110 WATER DISTRIBUTION - WAGES	4,091.44	20,456.99	41,840.00	21,383.01	48.9
200-57640-112 WATER DISTRIBUTION - OT WAGES	118.59	314.17	3,168.00	2,853.83	9.9
200-57640-113 WATER DISTRIBUTION-DBL OT WAGE	.00	70.44	.00	(70.44)	.0
200-57640-121 WATER DISTRIBUTION - FICA	312.14	1,535.14	3,363.00	1,827.86	45.7
200-57640-122 WATER DISTRIBUTION -RETIREMENT	297.18	1,462.72	3,033.00	1,570.28	48.2
200-57640-123 WATER DISTRIBUTION - HLTH INS	.00	445.10	14,334.00	13,888.90	3.1
200-57640-124 WATER DISTRIBUTION - LIFE INS	3.92	28.51	122.00	93.49	23.4
200-57640-127 WATER DISTRIBUTION HSA FUNDING	138.90	555.60	3,340.00	2,784.40	16.6
200-57641-160 WATER DISTRIBUTION SUPPLIES	1,618.78	1,865.09	6,000.00	4,134.91	31.1
200-57650-150 WATER TOWERS REPAIRS/MAINT	12,700.00	14,560.42	1,000.00	(13,560.42)	1456.0
200-57651-150 WATER MAINS REPAIRS/MAINT	.00	13,888.35	35,000.00	21,111.65	39.7
200-57652-150 WATER SERVICES REPAIRS/ MAINT	5,607.24	7,240.74	6,000.00	(1,240.74)	120.7
200-57653-151 WATER METER TESTING	.00	.00	3,000.00	3,000.00	.0
200-57654-150 HYDRANT REPAIRS/MAINT	3,047.00	3,047.00	10,000.00	6,953.00	30.5
200-57656-150 CROSS CONNECTION INSPECTION	1,810.00	7,240.00	22,000.00	14,760.00	32.9
200-57902-110 WATER ACCOUNTING - WAGES	4,209.30	21,553.93	.00	(21,553.93)	.0
200-57902-121 WATER ACCOUNTING - FICA	306.76	1,573.14	.00	(1,573.14)	.0
200-57902-122 WATER ACCOUNTING- RETIREMENT	290.46	1,487.30	.00	(1,487.30)	.0
200-57902-123 WATER ACCOUNTING - HEALTH INS	.00	1,357.62	.00	(1,357.62)	.0
200-57902-124 WATER ACCOUNTING - LIFE INS	8.18	40.90	.00	(40.90)	.0
200-57902-127 WATER ACCT HSA FUNDING	260.42	1,041.67	.00	(1,041.67)	.0
200-57903-125 WATER METER READING - UNIFORMS	.00	12.00	5,500.00	5,488.00	.2
200-57920-110 WATER ADMIN - WAGES	3,058.60	15,292.90	90,297.00	75,004.10	16.9
200-57920-121 WATER ADMIN - FICA	201.72	1,008.60	6,920.00	5,911.40	14.6
200-57920-122 WATER ADMIN - RETIREMENT	210.06	1,050.30	6,231.00	5,180.70	16.9
200-57920-123 WATER ADMIN - HEALTH INS	.00	666.58	20,288.00	19,621.42	3.3
200-57920-124 WATER ADMIN - LIFE INS	12.20	61.32	160.00	98.68	38.3
200-57920-127 WATER ADMIN HSA FUNDING	166.68	666.73	4,875.00	4,208.27	13.7

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
200-57921-130 WATER IT EXPENSE	.00	325.04	1,000.00	674.96	32.5
200-57921-160 WATER OFFICE SUPPLIES	102.71	1,106.60	10,000.00	8,893.40	11.1
200-57921-200 WATER TELEPHONE	.00	490.65	850.00	359.35	57.7
200-57923-000 WATER ATTORNEY EXPENSE	.00	618.75	1,000.00	381.25	61.9
200-57924-000 WATER ENGINEERING EXPENSE	4,005.00	5,475.00	5,000.00	(475.00)	109.5
200-57925-000 WATER AUDIT EXPENSE	.00	.00	12,000.00	12,000.00	.0
200-57925-100 WATER RATE STUDY EXPENSE	4,152.45	4,152.45	14,000.00	9,847.55	29.7
200-57928-000 WATER REGULATORY EXPENSE	.00	.00	950.00	950.00	.0
200-57930-130 WATER DRUG TESTING EXPENSE	80.50	230.50	500.00	269.50	46.1
200-57930-140 WATER DIGGERS HOTLINE EXPENSE	112.45	869.00	2,900.00	2,031.00	30.0
200-57930-190 WATER TRAINING EXPENSE	807.75	1,788.35	3,000.00	1,211.65	59.6
200-57933-150 WATER TRANSP REPAIRS/MAINT	.00	.00	1,500.00	1,500.00	.0
200-57933-180 WATER FUEL EXPENSE	.00	76.75	1,500.00	1,423.25	5.1
200-57934-000 WATER DEBT SERVICE PRINCIPAL	.00	.00	237,537.00	237,537.00	.0
200-57935-150 WATER PLANT REPAIRS/MAINT	1,358.84	2,189.00	25,000.00	22,811.00	8.8
200-57945-000 WATER DEBT SERVICE MISC EXP	400.00	400.00	160.00	(240.00)	250.0
200-57951-000 WATER SHOP TOOLS	.00	.00	500.00	500.00	.0
200-57952-000 WATER LAB EQUIPMENT	45.15	1,470.15	.00	(1,470.15)	.0
TOTAL WATER UTILITY	143,029.20	597,094.14	1,361,376.00	764,281.86	43.9
WATER UTILITY					
200-58801-000 IT SUPPORT/ANNUAL FEES	.00	4,984.73	.00	(4,984.73)	.0
TOTAL WATER UTILITY	.00	4,984.73	.00	(4,984.73)	.0
TOTAL FUND EXPENDITURES	143,029.20	602,078.87	1,361,376.00	759,297.13	44.2
NET REVENUE OVER EXPENDITURES	(142,164.15)	(362,317.25)	(225,888.00)	136,429.25	(160.4)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

FIRE DEPARTMENT 2% DUES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>					
215-42004 2% FIRE DUES	.00	.00	26,000.00	26,000.00	.0
TOTAL INTERGOVERNMENTAL	.00	.00	26,000.00	26,000.00	.0
TOTAL FUND REVENUE	.00	.00	26,000.00	26,000.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

FIRE DEPARTMENT 2% DUES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>2% DUES EXPENDITURES</u>					
215-52320-106	FIRE INSPECTOR OFFICER WAGES	517.50	2,070.00	6,000.00	3,930.00	34.5
215-52320-121	FIRE INSPECTOR FICA	48.18	189.29	460.00	270.71	41.2
215-52320-165	FIRE DUES 2% EXPENDITURES	201.60	40,740.55	10,000.00	(30,740.55)	407.4
	TOTAL 2% DUES EXPENDITURES	767.28	42,999.84	16,460.00	(26,539.84)	261.2
	TOTAL FUND EXPENDITURES	767.28	42,999.84	16,460.00	(26,539.84)	261.2
	NET REVENUE OVER EXPENDITURES	(767.28)	(42,999.84)	9,540.00	52,539.84	(450.7)

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

ACT 102 RESCUE GRANT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ACT 102 GRANT EXPENDITURES</u>						
220-52320-165	ACT 102 EXPENDITURES	.00	7,372.89	.00	(7,372.89)	.0
	TOTAL ACT 102 GRANT EXPENDITURES	.00	7,372.89	.00	(7,372.89)	.0
	TOTAL FUND EXPENDITURES	.00	7,372.89	.00	(7,372.89)	.0
	NET REVENUE OVER EXPENDITURES	.00	(7,372.89)	.00	7,372.89	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

		RECYCLING FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>						
225-41100	TAX LEVY-RECYCLING	.00	14,902.92	97,725.00	82,822.08	15.3
	TOTAL TAXES	.00	14,902.92	97,725.00	82,822.08	15.3
<u>INTERGOVERNMENTAL</u>						
225-42500	STATE RECYCLING GRANTS	.00	.00	8,500.00	8,500.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	8,500.00	8,500.00	.0
	TOTAL FUND REVENUE	.00	14,902.92	106,225.00	91,322.08	14.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>RECYCLING</u>					
225-54635-130	RECYCLING OTHER EXPENSE	.00	.00	16,000.00	16,000.00	.0
225-54635-131	RECYCLING FEES	.00	.00	81,725.00	81,725.00	.0
225-54635-150	RECYCLING REPAIRS/MAINT	.00	1,835.42	3,000.00	1,164.58	61.2
225-54635-160	RECYCLING PROGRAM SUPPLIES	500.00	500.00	500.00	.00	100.0
225-54635-165	RECYCLING TIPPING FEES	.00	.00	5,000.00	5,000.00	.0
	TOTAL RECYCLING	500.00	2,335.42	106,225.00	103,889.58	2.2
	TOTAL FUND EXPENDITURES	500.00	2,335.42	106,225.00	103,889.58	2.2
	NET REVENUE OVER EXPENDITURES	(500.00)	12,567.50	.00	(12,567.50)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

KISHWAUKETOE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
230-48996 KISHAUKETOE REIMBURSE	.00	40,277.22	.00	(40,277.22)	.0
TOTAL COMMERCIAL	.00	40,277.22	.00	(40,277.22)	.0
TOTAL FUND REVENUE	.00	40,277.22	.00	(40,277.22)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

KISHWAUKETOE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>KNC OPERATIONS</u>					
230-58100-110	KNC REGULAR WAGES	4,891.34	25,575.92	.00	(25,575.92)	.0
230-58100-121	KNC FICA	367.93	1,925.28	.00	(1,925.28)	.0
230-58100-122	KNC RETIREMENT	295.10	1,477.75	.00	(1,477.75)	.0
230-58100-123	KNC HEALTH INSURANCE	.00	649.16	.00	(649.16)	.0
230-58100-124	KNC LIFE INSURANCE	3.86	23.16	.00	(23.16)	.0
230-58100-127	KNC HSA FUNDING	208.33	833.32	.00	(833.32)	.0
230-58100-130	KNC OTHER EXPENSE	.00	5.00	.00	(5.00)	.0
230-58100-180	KNC FUEL	58.63	58.63	.00	(58.63)	.0
230-58100-200	KNC PHONE EXPENSE	.00	7.00	.00	(7.00)	.0
	TOTAL KNC OPERATIONS	5,825.19	30,555.22	.00	(30,555.22)	.0
	TOTAL FUND EXPENDITURES	5,825.19	30,555.22	.00	(30,555.22)	.0
	NET REVENUE OVER EXPENDITURES	(5,825.19)	9,722.00	.00	(9,722.00)	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC CHARGES FOR SERVICE</u>					
300-44460	SEWER RESIDENTIAL SALES	1,142.41	240,097.39	1,000,000.00	759,902.61	24.0
300-44461	SEWER COMMERCIAL SALES	70.79	35,669.59	168,000.00	132,330.41	21.2
300-44464	SEWER PUBLIC AUTHORITY SALES	.00	3,540.84	14,000.00	10,459.16	25.3
300-44470	SEWER FORFEITED DISCOUNTS	.00	2,203.93	5,200.00	2,996.07	42.4
300-44475	SEWER CONNECTION FEE	.00	23,250.00	62,400.00	39,150.00	37.3
	TOTAL PUBLIC CHARGES FOR SERVICE	1,213.20	304,761.75	1,249,600.00	944,838.25	24.4
	<u>COMMERCIAL</u>					
300-48004	INTEREST ON INVESTMENTS	.00	9,054.09	91,000.00	81,945.91	10.0
300-48005	PROPERTY RENTAL INCOME	.00	.00	13,395.00	13,395.00	.0
	TOTAL COMMERCIAL	.00	9,054.09	104,395.00	95,340.91	8.7
	TOTAL FUND REVENUE	1,213.20	313,815.84	1,353,995.00	1,040,179.16	23.2

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER UTILITY</u>					
300-58427-000 INTEREST EXPENSE	.00	.00	115,585.00	115,585.00	.0
300-58801-000 IT SUPPORT/ANNUAL FEES	.00	2,547.30	6,000.00	3,452.70	42.5
300-58960-000 SEWER DEBT SERVICE	.00	.00	103,181.00	103,181.00	.0
300-58964-110 SEWER ACCOUNTING - WAGES	4,209.30	21,553.72	.00	(21,553.72)	.0
300-58964-121 SEWER ACCOUNTING - FICA	306.76	1,573.08	.00	(1,573.08)	.0
300-58964-122 SEWER ACCOUNTING - RETIREMENT	290.42	1,487.11	.00	(1,487.11)	.0
300-58964-123 SEWER ACCOUNTING - HEALTH INS	.00	1,357.60	.00	(1,357.60)	.0
300-58964-124 SEWER ACCOUNTING - LIFE INS	8.18	40.90	.00	(40.90)	.0
300-58964-127 SEWER ACCT HSA FUNDING	260.40	1,041.61	.00	(1,041.61)	.0
300-58965-000 SEWER DEBT SERVICE MISC EXP	400.00	400.00	261.00	(139.00)	153.3
300-58965-110 SEWER ADMIN - WAGES	3,058.60	15,292.90	90,297.00	75,004.10	16.9
300-58965-121 SEWER ADMIN - FICA	201.68	1,008.40	6,920.00	5,911.60	14.6
300-58965-122 SEWER ADMIN - RETIREMENT	210.04	1,050.20	6,231.00	5,180.80	16.9
300-58965-123 SEWER ADMIN - HEALTH INS	.00	666.57	20,288.00	19,621.43	3.3
300-58965-124 SEWER ADMIN - LIFE INS	12.20	61.32	160.00	98.68	38.3
300-58965-127 SEWER ADMIN HSA FUNDING	166.67	666.71	4,875.00	4,208.29	13.7
300-58965-140 SEWER CAPITAL OUTLAY	53,115.25	73,886.40	.00	(73,886.40)	.0
300-58966-160 SEWER OPERATING SUPPLIES	.00	.00	500.00	500.00	.0
300-58966-170 SEWER UTILITIES - NATURAL GAS	.00	.00	3,750.00	3,750.00	.0
300-58966-171 SEWER UTILITIES - ELECTRIC	.00	962.36	14,130.00	13,167.64	6.8
300-58967-000 SEWER FUEL EXPENSE	234.51	311.25	2,279.00	1,967.75	13.7
300-58967-150 SEWER VEHICLE REPAIRS & MAINT	.00	.00	3,065.00	3,065.00	.0
300-58968-150 SEWER COLLECTION SYSTEM MAINT	.00	5,344.27	10,000.00	4,655.73	53.4
300-58969-130 SEWER IT EXPENSE	.00	.00	650.00	650.00	.0
300-58969-160 SEWER OFFICE SUPPLIES	102.70	1,106.58	10,000.00	8,893.42	11.1
300-58969-200 SEWER TELEPHONE	.00	490.65	807.00	316.35	60.8
300-58970-000 SEWER ATTORNEY EXPENSE	.00	618.75	926.00	307.25	66.8
300-58972-000 SEWER AUDIT EXPENSE	.00	.00	12,000.00	12,000.00	.0
300-58973-000 SEWER ENGINEERING EXPENSE	437.50	1,347.50	2,000.00	652.50	67.4
300-58974-000 SEWER INSURANCE EXPENSE	3,035.33	34,705.83	29,330.00	(5,375.83)	118.3
300-58975-190 SEWER TRAINING EXPENSE	805.75	805.75	250.00	(555.75)	322.3
300-58978-000 SLIP LINERS	.00	.00	50,000.00	50,000.00	.0
300-58980-300 WALCOMET SEWERAGE EXPENSES	125,211.13	295,694.21	725,000.00	429,305.79	40.8
300-58980-310 WALCOMET SEWER CONNECTION FEE	4,230.00	21,150.00	62,400.00	41,250.00	33.9
300-58996-000 I & I REDUCTION	.00	.00	20,000.00	20,000.00	.0
TOTAL SEWER UTILITY	196,296.42	485,170.97	1,300,885.00	815,714.03	37.3
TOTAL FUND EXPENDITURES	196,296.42	485,170.97	1,300,885.00	815,714.03	37.3
NET REVENUE OVER EXPENDITURES	(195,083.22)	(171,355.13)	53,110.00	224,465.13	(322.6)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

		LIBRARY FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>						
400-41100	TAX LEVY-LIBRARY FUND	.00	37,038.38	242,877.00	205,838.62	15.3
	TOTAL TAXES	.00	37,038.38	242,877.00	205,838.62	15.3
<u>COMMERCIAL</u>						
400-48905	COUNTY REIMBURSEMENT	.00	.00	113,847.00	113,847.00	.0
	TOTAL COMMERCIAL	.00	.00	113,847.00	113,847.00	.0
	TOTAL FUND REVENUE	.00	37,038.38	356,724.00	319,685.62	10.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY OPERATIONS</u>					
400-58100-110 LIBRARY WAGES	15,834.34	77,551.20	203,279.00	125,727.80	38.2
400-58100-121 LIBRARY FICA	1,049.97	5,133.34	15,551.00	10,417.66	33.0
400-58100-122 LIBRARY RETIREMENT	841.23	4,125.40	11,112.00	6,986.60	37.1
400-58100-123 LIBRARY HEALTH INSURANCE	47.33	2,795.35	36,104.00	33,308.65	7.7
400-58100-127 LIBRARY HSA FUNDING	677.07	3,026.74	10,000.00	6,973.26	30.3
400-58100-130 LIBRARY EQUIPMENT	589.40	2,808.98	3,000.00	191.02	93.6
400-58100-135 LIBRARY ADMINISTRATION COSTS	.00 (	2,195.37)	9,500.00	11,695.37 (	23.1)
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	61.98	559.25	4,000.00	3,440.75	14.0
400-58100-155 LIBRARY BLDG SUPPLIES	.00	.00	1,000.00	1,000.00	.0
400-58100-160 LIBRARY SUPPLIES	.00	885.33	4,000.00	3,114.67	22.1
400-58100-161 LIBRARY POSTAGE	13.60	13.60	125.00	111.40	10.9
400-58100-170 LIBRARY BLDG GAS	.00	.00	3,500.00	3,500.00	.0
400-58100-171 LIBRARY BLDG ELECTRIC	.00	684.91	6,800.00	6,115.09	10.1
400-58100-173 LIBRARY BLDG WATER & SEWER	.00	168.22	1,130.00	961.78	14.9
400-58100-175 JANITORIAL SERVICES	1,350.00	3,375.00	8,100.00	4,725.00	41.7
400-58100-200 LIBRARY TELEPHONE	.00	548.59	2,000.00	1,451.41	27.4
400-58200-000 ADULT PRINT	1,343.33	5,097.40	10,000.00	4,902.60	51.0
400-58200-100 ADULT DIGITAL	.00	1,878.04	2,100.00	221.96	89.4
400-58201-000 CHILDREN PRINT	770.56	2,607.76	3,500.00	892.24	74.5
400-58201-100 CHILDREN DIGITAL	.00	.00	2,000.00	2,000.00	.0
400-58210-000 LIBRARY TRAINING & CONFERENCES	.00	.00	2,000.00	2,000.00	.0
400-58220-000 LIBRARY MILEAGE EXPENSE	.00	.00	458.00	458.00	.0
400-58230-000 PROGRAMS FOR CHILDREN & ADULTS	11.82	231.68	3,000.00	2,768.32	7.7
400-58232-000 LIBRARY CRAFTS	58.84	258.55	700.00	441.45	36.9
400-58240-000 LIBRARY MEDIA	.00	1,307.46	3,700.00	2,392.54	35.3
400-58255-000 LIB FRIENDS EXPENDITURE	.00	32.00	.00 (	32.00)	.0
400-58280-000 LIBRARY PERIODICALS	24.98	1,761.27	2,500.00	738.73	70.5
400-58310-000 IT/LICENSES/CONTRACTED SERVICE	374.00	9,415.63	15,000.00	5,584.37	62.8
400-58330-000 DONOR DESIGNATED EXPENDITURES	.00	.00	1,200.00	1,200.00	.0
TOTAL LIBRARY OPERATIONS	23,048.45	122,070.33	365,359.00	243,288.67	33.4
TOTAL FUND EXPENDITURES	23,048.45	122,070.33	365,359.00	243,288.67	33.4
NET REVENUE OVER EXPENDITURES	(23,048.45)	(85,031.95)	(8,635.00)	76,396.95	(984.7)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

LIBRARY DONATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
410-48004 INTEREST ON INVESTMENTS	.00	.00	3,500.00	3,500.00	.0
410-48925 FRIENDS REVENUE	.00	.00	3,000.00	3,000.00	.0
410-48940 LIBRARY CHAPIN REVENUE	.00	.00	4,000.00	4,000.00	.0
410-48955 DONOR DESIGNATED FUNDS	.00	500.00	3,000.00	2,500.00	16.7
410-48960 MISC REV FOR BOARD COMMITMENT	.00	90.00	4,000.00	3,910.00	2.3
TOTAL COMMERCIAL	.00	590.00	17,500.00	16,910.00	3.4
TOTAL FUND REVENUE	.00	590.00	17,500.00	16,910.00	3.4

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

LIBRARY DONATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LIBRARY OPERATIONS</u>					
410-58200-101	BOOKS, BOARD COMMITTED	.00	.00	200.00	200.00	.0
410-58200-102	BOOKS, DONOR DESIGNATED	55.63	91.95	500.00	408.05	18.4
410-58240-101	MEDIA, DONOR DESIGNATED	.00	.00	200.00	200.00	.0
410-58250-000	LIBRARY CHAPIN EXPENDITURES	454.74	2,660.43	4,000.00	1,339.57	66.5
410-58255-000	LIB FRIENDS EXPENDITURE	86.80	416.94	3,000.00	2,583.06	13.9
410-58330-000	DONOR DESIGNATED EXPENDITURES	.00	522.97	.00	(522.97)	.0
410-58340-000	BOARD COMMITTED EXPENDITURES	.00	191.00	3,621.00	3,430.00	5.3
	TOTAL LIBRARY OPERATIONS	597.17	3,883.29	11,521.00	7,637.71	33.7
	TOTAL FUND EXPENDITURES	597.17	3,883.29	11,521.00	7,637.71	33.7
	NET REVENUE OVER EXPENDITURES	(597.17)	(3,293.29)	5,979.00	9,272.29	(55.1)

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

		FIREWORKS FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL</u>						
415-42004	FIREWORKS DONATION	7,188.00	13,764.00	.00	(13,764.00)	.0
TOTAL INTERGOVERNMENTAL		7,188.00	13,764.00	.00	(13,764.00)	.0
TOTAL FUND REVENUE		7,188.00	13,764.00	.00	(13,764.00)	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

FIREWORKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIREWORKS EXPENDITURE</u>					
415-52320-165 FIREWORKS EXPENDITURE	25,000.00	25,342.77	.00	(25,342.77)	.0
TOTAL FIREWORKS EXPENDITURE	25,000.00	25,342.77	.00	(25,342.77)	.0
TOTAL FUND EXPENDITURES	25,000.00	25,342.77	.00	(25,342.77)	.0
NET REVENUE OVER EXPENDITURES	(17,812.00)	(11,578.77)	.00	11,578.77	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMERCIAL</u>					
500-48004 INTEREST ON INVESTMENTS	.00	.00	79,731.00	79,731.00	.0
500-48125 GRANT REVENUE	.00	.00	85,635.00	85,635.00	.0
TOTAL COMMERCIAL	.00	.00	165,366.00	165,366.00	.0
TOTAL FUND REVENUE	.00	.00	165,366.00	165,366.00	.0

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>COST CATEGORY 50</u>					
500-50000-140	CAPITAL IMPROVEMENTS	.00	.00	600,000.00	600,000.00	.0
	TOTAL COST CATEGORY 50	.00	.00	600,000.00	600,000.00	.0
	<u>COST CATEGORY 51</u>					
500-51410-130	GENERAL ADMINISTRATION	.00	1,450.00	.00	(1,450.00)	.0
500-51410-140	GEN ADMIN IT CAPITAL OUTLAY	.00	.00	30,000.00	30,000.00	.0
	TOTAL COST CATEGORY 51	.00	1,450.00	30,000.00	28,550.00	4.8
	<u>COST CATEGORY 52</u>					
500-52120-140	POLICE DEPT CAPITAL OUTLAY	46,280.77	86,054.76	74,000.00	(12,054.76)	116.3
500-52130-140	EMERGENCY MGT CAPITAL OUTLAY	.00	.00	299,087.00	299,087.00	.0
500-52320-140	FIRE SUPPRESSION/CAPITAL OUTLA	52,416.74	52,416.74	200,000.00	147,583.26	26.2
	TOTAL COST CATEGORY 52	98,697.51	138,471.50	573,087.00	434,615.50	24.2
	<u>COST CATEGORY 54</u>					
500-54310-131	CAPITAL PROJECT - TR TENNIS CT	.00	100,909.44	.00	(100,909.44)	.0
500-54310-140	STREETS/HIGHWAYS	.00	.00	500,000.00	500,000.00	.0
	TOTAL COST CATEGORY 54	.00	100,909.44	500,000.00	399,090.56	20.2
	<u>COST CATEGORY 55</u>					
500-55210-140	REC DEPARTMENT CAPITAL OUTLAY	.00	.00	320,000.00	320,000.00	.0
500-55410-140	PARKS/CAPITAL OUTLAY	750.00	2,142.50	300,000.00	297,857.50	.7
500-55411-140	BEACH/LAUNCH/LAKEFRONT/CAPITAL	500.00	500.00	195,000.00	194,500.00	.3
	TOTAL COST CATEGORY 55	1,250.00	2,642.50	815,000.00	812,357.50	.3
	TOTAL FUND EXPENDITURES	99,947.51	243,473.44	2,518,087.00	2,274,613.56	9.7
	NET REVENUE OVER EXPENDITURES	(99,947.51)	(243,473.44)	(2,352,721.00)	(2,109,247.56)	(10.4)

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

CAPITAL EQUIPMENT FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>COST CATEGORY 55</u>					
550-55410-140	PARKS CAPITAL OUTLAY	8,993.40	8,993.40	.00	(8,993.40)	.0
	TOTAL COST CATEGORY 55	8,993.40	8,993.40	.00	(8,993.40)	.0
	TOTAL FUND EXPENDITURES	8,993.40	8,993.40	.00	(8,993.40)	.0
	NET REVENUE OVER EXPENDITURES	(8,993.40)	(8,993.40)	.00	8,993.40	.0

VILLAGE OF WILLIAMS BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

		DEBT SERVICE FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>						
600-41100	TAX LEVY-DEBT SERVICE	.00	137,149.07	899,347.00	762,197.93	15.3
TOTAL TAXES		.00	137,149.07	899,347.00	762,197.93	15.3
TOTAL FUND REVENUE		.00	137,149.07	899,347.00	762,197.93	15.3

VILLAGE OF WILLIAMS BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
600-59160-000 PRINCIPAL-DEBT SERVICE LTD	400.00	400.00	640,015.00	639,615.00	.1
600-59260-000 INTEREST-DEBT SERVICE LTD	.00	.00	259,332.00	259,332.00	.0
TOTAL COST CATEGORY 59	400.00	400.00	899,347.00	898,947.00	.0
TOTAL FUND EXPENDITURES	400.00	400.00	899,347.00	898,947.00	.0
NET REVENUE OVER EXPENDITURES	(400.00)	136,749.07	.00	(136,749.07)	.0



Planning Request Application

Village of Williams Bay

250 Williams Street • PO Box 580 • Williams Bay, WI 53191
Phone: 262-245-2700 • Fax: 262-245-2705

Request:

Please check all that apply.

- ☐ **Site Plan** [\$390.1206] - \$200.00 plus \$.04/sf floor area
☐ **Conditional Use Permit (CUP)** [\$390.1207] - \$500.00
☐ **Certificate of Compliance** [\$390.1211] - \$200.00
☐ **Temporary Use Permit** [\$390.1208] - \$200.00
☐ **Preliminary Plat** - \$200.00 plus \$20.00 per lot
☐ **Certified Survey Map (CSM)** - \$200.00 plus \$20.00 per lot
☒ **Final Plat** - \$100.00 plus \$10.00 per lot
☐ **Planned Development Overlay (PDO)** [\$390.0709] - \$500.00
☐ **Planned Development Amendment** - \$500.00
☐ **Zoning Text or Map Amendment** [\$390.1204] - \$500.00
☐ **Project Concept Review** - \$200.00
☐ **Land Use Plan Amendment** - \$500.00
☐ **Interpretation** [\$390.1216] - \$200.00
☐ **Appeal** [\$390.1217] - \$500.00
☐ **Other:** _____ Fee: _____

Date application was received:

Fee Paid:

Physical Address of Site: _____ 4954 STH 50 _____

Tax Parcel Number: _____ FA4999001 _____

Project or Development Name: _____ North By Northwest Storage _____

Applicant

Name: _____ John Berget _____

Mailing Address: _____ 5011 State Road 50 _____
Delavan, WI 53115

eMail: _____ jbracingtires@sbcglobal.net _____

Phone: _____ 262-740-0180 _____

Owner of Site

Name: _____

Mailing Address: _____

eMail: _____

Phone: _____

Legal Representative

Name: _____

Mailing Address: _____

eMail: _____

Phone: _____

Architect, Engineer, Contractor

Name: _____

Mailing Address: _____

eMail: _____

Phone: _____

Legal Description of Site (Attach separate sheet if additional space is needed):

See attached Declaration of Condominium Document

Please answer all applicable. Missing or incomplete information may deem this application "incomplete," delaying or prohibiting a review.

Current Zoning of Site: B4

Current Overlay Districts of Site: _____

Proposed Zoning of Site: _____

Proposed type of structure of use: The site is currently developed with mini-storage units

Proposed use of structure or site: Storage units are a mix between rental and owner occupied units

Statement of proposed use of property, with pertinent facts regarding the size of area involved, extent of development, type of operation, etc. (Attach separate sheet if additional space is needed):

Condo Plat Addendum and Conditional Use Permit Request Amendment – Converting Building 4 from "Rental" to "Owner Occupied" (Unit numbers 46-61)

Statement showing compatibility of proposed zoning district and/or proposed use to the Village Comprehensive Plan: (Attach separate sheet if additional space is needed)

The site has an approved site plan and is already partially developed with storage units of both rental and owner occupied units. The Town of Delavan has already approved an amendment to the existing CUP to and site plan to allow for the expansion of owner occupied units by the requested 11.

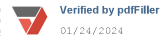
Statement showing compatibility of proposed zoning district and/or proposed use with adjacent properties and neighborhoods (Attach separate sheet if additional space is needed):

The site is zone B4 which is the appropriate zoning in this jurisdiction for this type of development. Additionally, this corridor along STH 50 has several other storage unit facilities including directly across the street from the subject site.

Print Applicant's Name: John Berget

Date: 5/15/2024

Signature of Applicant: John Berget

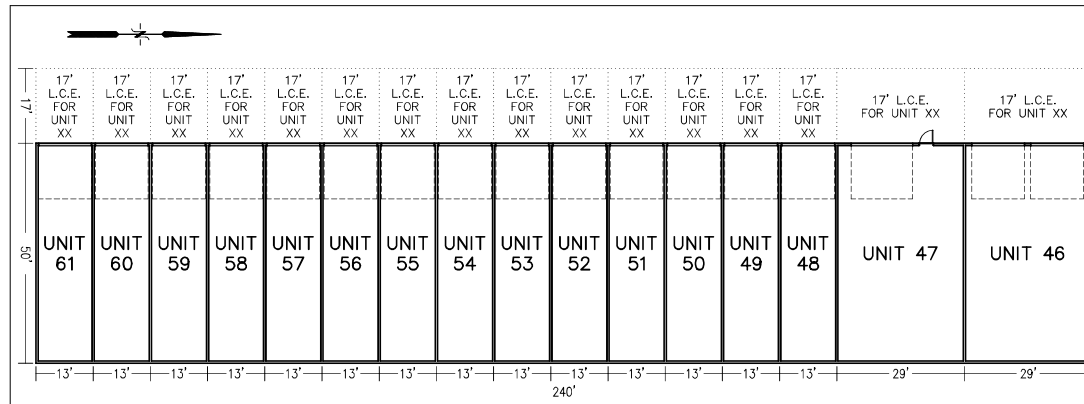


NORTH BY NORTHWEST STORAGE CONDOMINIUM ADDENDUM NO. 2

TO ELIMINATE UNIT 4 AND ADD UNITS 46 THROUGH 61
LOCATED IN PART OF THE NE 1/4 OF THE SE 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 25,
TOWN 2 NORTH, RANGE 16 EAST, WALWORTH COUNTY, WISCONSIN

DIAGRAMMATIC FLOOR PLANS

SCALE: 1"=20'



NOTE: COMMON ELEMENT = ALL OF THE CONDOMINIUM EXCEPT THE UNITS AND LIMITED COMMON ELEMENTS.

THE ENTRYWAYS LOCATED APPURTENANT TO UNITS 7 THROUGH 25, 28 THROUGH 34, 35 THROUGH 45, AND 46 THROUGH 61 SHALL BE LIMITED COMMON ELEMENTS RESERVED FOR THE EXCLUSIVE USE OF THE UNIT ADJACENT TO EACH SUCH ENTRYWAY.

THE FOREGOING IS A SUMMARY OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AND IN THE EVENT OF A CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL.

THESE FLOOR PLANS HAVE BEEN PREPARED USING INFORMATION SHOWN ON THE ARCHITECTURAL PLANS FOR THE BUILDINGS AND DO NOT REPRESENT MEASUREMENTS OF THE BUILDING IN PLACE. ANY PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENTS CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE PRESUMED TO BE ITS BOUNDARIES, REGARDLESS OF THE SHIFTING, SETTLEMENT, OR LATERAL MOVEMENT OF ANY BUILDING AND REGARDLESS OF MINOR VARIATIONS BETWEEN THE PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OR SHOWN ON THE CONDOMINIUM PLAT AND THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OR COMMON ELEMENT AS FINALLY CONSTRUCTED.

TOWN OF DELAVAN APPROVAL

APPROVED BY THE TOWN OF DELAVAN, WISCONSIN ON THIS _____ DAY OF _____, 2024.

AUTHORIZED SIGNATURE FOR THE TOWN OF DELAVAN

WALWORTH COUNTY APPROVAL

APPROVED BY RESOLUTION OF THE WALWORTH COUNTY ZONING AGENCY THIS _____ DAY OF _____, 2024.

RYAN SIMONS CHAIRMAN

VILLAGE OF WILLIAMS BAY APPROVAL (EXTRATERRITORIAL JURISDICTION)

APPROVED BY THE VILLAGE OF WILLIAMS BAY THIS _____ DAY OF _____, 2024.

AUTHORIZED SIGNATURE FOR THE VILLAGE OF WILLIAMS BAY

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING — ARCHITECTURE — SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

PROJ. NO.: 10352 | DATE: 03/27/2024 | SHEET 2 OF 2



5621 Town Hall Road, Delavan, Wisconsin 53115
(262) 728-3471 FAX (262) 728-3473
Email clerk@townofdelavan.com
Office Hours: M – F, 8:30 AM – 4:30 PM

May 23, 2024

Land Use and Resource Management Department
100 W Walworth St
Elkhorn, WI 53115

RE: **Northwest Storage, LLC, 4954 STH 50**

Dear Katelyn,

At the Town Board meeting held on May 21, 2024, the Town Board approved the following application:

Application by Northwest Storage, LLC, 4954 STH 50, for a Conditional Use Permit Amendment and Plat Addendum to allow the conversion of rental units to condominium storage units in Building 4.

Motion Knipper, Second Nixdorf to approve the application by Northwest Storage, LLC, 4954 STH 50, for a Conditional Use Permit Amendment and Plat Addendum to allow the conversion of rental units to condominium storage units in Building 4, motion carried 4-0.

Sincerely,

Michele Starin

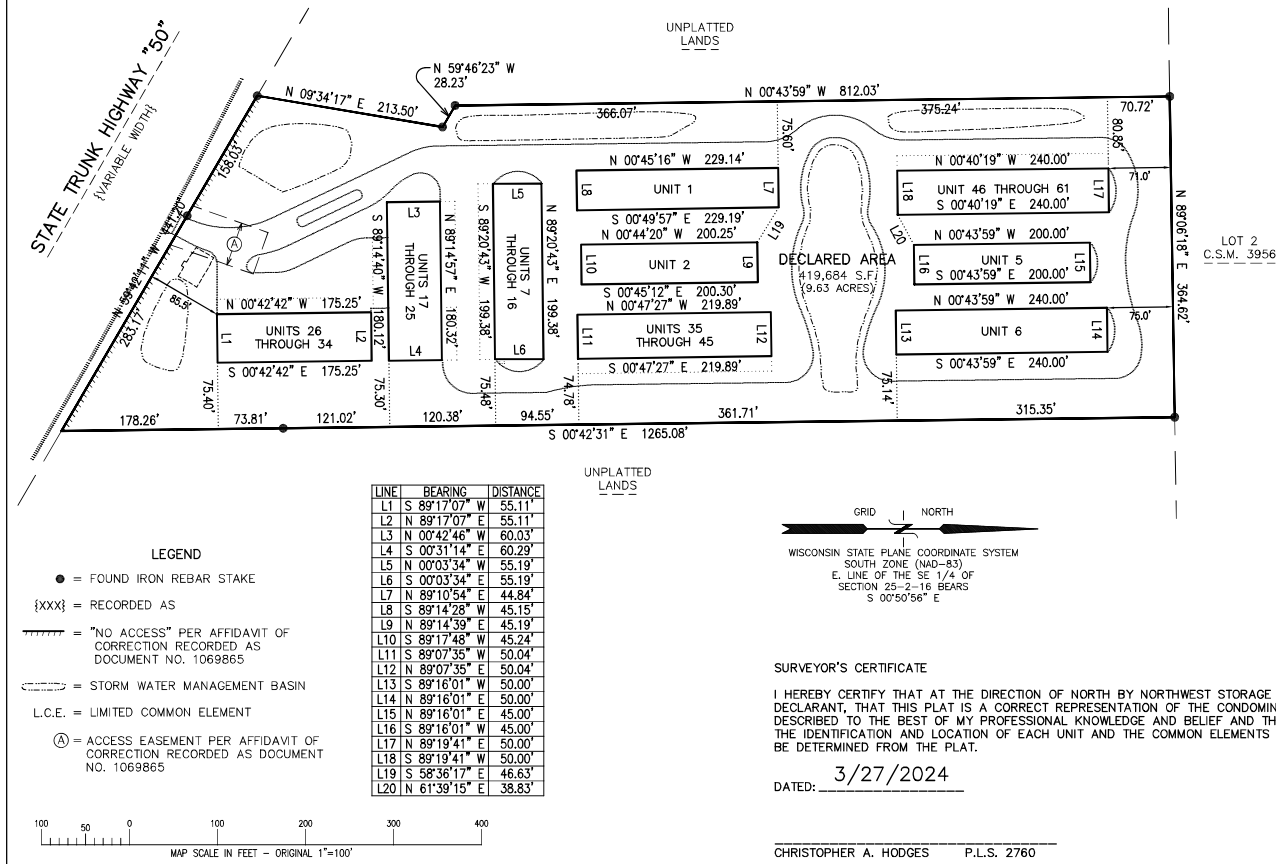
Michele Starin
Town of Delavan Clerk

CC: John Olson
Mary Knipper

NORTH BY NORTHWEST STORAGE CONDOMINIUM ADDENDUM NO. 2

TO ELIMINATE UNIT 4 AND ADD UNITS 46 THROUGH 61
LOCATED IN PART OF THE NE 1/4 OF THE SE 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 25,
TOWN 2 NORTH, RANGE 16 EAST, WALWORTH COUNTY, WISCONSIN

FINAL PLAT



NOTE: COMMON ELEMENT = ALL OF THE CONDOMINIUM EXCEPT THE UNITS AND LIMITED COMMON ELEMENTS.

THE ENTRYWAYS LOCATED APPURTENANT TO UNITS 7 THROUGH 25, 28 THROUGH 34, 35 THROUGH 45, AND 46 THROUGH 61 SHALL BE LIMITED COMMON ELEMENTS RESERVED FOR THE EXCLUSIVE USE OF THE UNIT ADJACENT TO EACH SUCH ENTRYWAY.

THE FOREGOING IS A SUMMARY OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AND IN THE EVENT OF A CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL.

SEE SHEET 2 FOR DIAGRAMMATIC FLOOR PLANS FOR UNITS 46 THROUGH 61, UNIT DIMENSIONS, AND ADDITIONAL LIMITED COMMON ELEMENT.

UNITS 1, 2, 5, AND 6 ARE CLASS 2 UNITS.

UNITS 7 THROUGH 61 ARE CLASS 1 UNITS.

IMPROVEMENTS SHOWN ON THIS MAP REPRESENT BOTH EXISTING AND PROPOSED CONSTRUCTION. AS OF THE DATE SHOWN HEREON; UNITS 1, 2, AND 7 THROUGH 61 ARE BUILT.

ZONING HAS BEEN CHANGED FROM A-4 TO B-4.

**SECOND AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
NORTH BY NORTHWEST STORAGE CONDOMINIUM**

This First Amendment to the Declaration of Condominium Ownership of North by Northwest Storage Condominium dated this _____ day of _____, 2024, is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes, and the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for North by Northwest Storage Condominium, dated March 9, 2023, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin, on March 13, 2023, as Document No. 1076074 (the "Declaration").

WHEREAS, the North by Northwest Storage Condominium is under Declarant Control as provided in Section 8.04 of the Declaration.

WHEREAS, the Article XV of the Declaration provides that it may be amended by the written consent of at least sixty-six and 2/3rds percent (66 2/3%) of the Unit and Unit Mortgagees (as of the date hereof, no Unit is encumbered by a Mortgage).

WHEREAS, the requisite number of Unit Owner votes have been exceeded with the number of units owned by North by Northwest Storage, LLC, along with North by Northwest Storage Condominium Owners Association, Inc. ("the Association"), and the Declarant all signing herein below evidenced the favorable vote in support of this Amendment.

WHEREAS, the Declarant, the Unit Owners, and the Association desire to amend the Declaration to in part to replace Unit 4, a Class 2 Unit, and create Units 46, 47, as Class 1 Units, and Units 48-61 as Class 3 Units, all as set forth herein below and further noting the number of votes in the Association shall remain unchanged, and voting rights of all non-Declarant owned Units are unaffected.

NOW, THEREFORE, the undersigned, being all of the Unit Owners of the Condominium, and the Association, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees as follows:

1. Section 2.02 is deleted and restated as follows:

2.02 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on Exhibit I attached hereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by Unit number, and such description shall be good and sufficient for all purposes as defined in the Act. The Condominium consists of nine (9) buildings with fifty-nine (59) storage units for a total of fifty-nine (59) "Units". The Units shall be numbered 1 through 61, with Units 3 and 4 being reserved and those Units not presently in existence. A tenth Office Building may be erected by Declarant for management of the development and its operations, as provided hereinafter.

2. Section 3.01 is deleted and restated as follows:

3.01 Definition. "Unit" shall mean that part of the Condominium as hereinafter described intended for storage, and consisting of Class 1 Units, Class 2 Units, and Class 3 Units, all as shown on the Condominium Plat, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed spaces located on one or more floors (or parts thereof), in a building which may have more than one Unit, hereinafter sometimes referred to as a "Building". "Class 1 Units" shall mean Unit 7 through and including Unit 47. "Class 2 Units" shall mean Units 1, 2, 5, 6 (Units 3 and 4 shall not exist). Class "3 Units" shall mean Unit 48 through and including Unit 61.

3. Section 6.02 is deleted and restated as follows:

6.02 Prohibition on Leasing. Class 1 Units and Class 3 Units must be Unit Owner-occupied and shall not be leased or rented except for Units owned by the Declarant. The Owner of Class 2 Units may lease out such Units as storage units, as such Owner deems necessary and appropriate. A Unit Owner, other than the Declarant which shall not be subject to these restrictions as provided for below, may not rent or lease a Unit except as follows:

(1) The rental agreement or lease ("Lease"), and any amendments, extensions or renewals, shall be in writing and shall not be for an initial term of less than one month.

(2) The Lease shall contain a provision obligating all tenants abide by this Declaration and the Association Articles of Incorporation, By-Laws and the Rules and Regulation, providing that the Lease and all amendments, extensions and renewals thereof. The Unit Owner shall be responsible for providing the tenant, before occupancy, a copy of the Declaration and the Association Articles of Incorporation, By-Laws and the Rules and Regulation.

(3) The Lease and any amendments, extensions and renewals thereof, shall provide that any default arising out of the tenant's failure to abide by the Declaration, Articles, By-Laws, and Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, Articles, By-Laws and Rules and Regulations, the right to evict the tenant(s) and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant(s) specifying the violation. Notice to the Unit Owner shall constitute notice to the tenant(s).

(4) The leasing Unit owner shall provide the name(s) of the tenant(s) and a copy of the Lease and any Amendments thereto to the Association.

(5) The Association may further limit the renting or leasing of Units pursuant to its rules/regulations making authority without the necessity of amending this Declaration.

During the term of any Lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of the Declaration, By-Laws and Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.

4. Section 8.03 is deleted and restated as follows:

8.03 Voting Rights. Each Class 2 Unit shall be entitled to ten (10) indivisible votes per Unit in the Association, subject however, to suspension as provided herein. Each Class 1 Unit shall be entitled to one (1) indivisible vote per Unit in the Association, subject however, to suspension as provided herein. Each Class 3 Unit shall be entitled to four-sevenths (4/7) of an indivisible vote per Unit in the Association, subject, however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and current mailing address of the Mortgagee of the Unit, if any, has been provided to the secretary of the Association. The By-Laws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien or to pay such obligation has not been paid at the time of voting. Further, as provided in Article VII hereof, one who holds a land contract purchaser's interest or other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Walworth County Register of Deeds.

5. Section 14.04 is deleted and restated as follows:

14.04 Option to Build or Remove Office. The Declarant shall have the right but not the obligation to construct the Office Building, as and where depicted on the Condominium Plat. As noted in the Condominium Plat, the Office Building, if constructed by Declarant, shall be a Limited Common Element appurtenant to the Class 2 Units. Upon the expiration of Declarant rights, this option may later be exercised by the unanimous consent of the Class 2 Owners. The

Declarant or, if the Declarant control has expired, the Class 2 Owners shall be responsible for any and all costs of constructing the Office Building. If the Office Building is constructed, the Declarant or, if the Declarant control has expired, the Class 2 Owners, with their unanimous approval, may elect to demolish and remove the Office Building, at its (or their) cost.

6. Section 20.08 is deleted and restated as follows:

20.08 No Dwelling, No Social Gatherings. No Unit shall be used: as a dwelling for humans or animals; for overnight stays; for any trade or business, whether for profit or not for profit; or for parties, social gatherings or non-storage related events; nor may any individual Unit include a restroom therefor except as allowed within or appurtenant to Units 17-25 and Units 26-34. Units 35-45 will have water in unit, but no restrooms.

7. The Condominium Plat is amended as shown in Exhibit II, which is attached hereto and made part of this Amendment by this reference.

8. The Common Expenses allocation is amended as shown in Exhibit III, which is attached hereto and made part of this Amendment by this reference.

9. The Street Address Assignment is amended as shown in Exhibit IV, which is attached hereto and made part of this Amendment by this reference.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the day, month and year first above written.

(Signatures on following pages.)

The Association

North by Northwest Storage Condominium Owners
Association, Inc.

BY: _____
John Berget, President

State of Wisconsin)
) ss.
County of Walworth)

Personally came before me this _____ day of _____, 2024, the above-named John Berget, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission _____

The Declarant

NORTH BY NORTHWEST STORAGE, LLC

BY: _____
John Berget, Authorized Member

State of Wisconsin)
) ss.
County of Walworth)

Personally came before me this _____ day of _____, 2024, the above-named John Berget, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission _____

NORTH BY NORTHWEST STORAGE, LLC
Owner of Units 1, 2, 4, 5, 6, 11, 26, 27, 31, 35, 36, 37,
38, 39, 40, 41, 42, 43, 44, and 45
representing 73.9% of the UNIT VOTES (65 of the 88
UNIT VOTES)

BY: _____
John Berget, Authorized Member

State of Wisconsin)
) ss.
County of Walworth)

Personally came before me this _____ day of _____, 2024, the above-named John Berget, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission _____

EXHIBIT II

NORTH BY NORTHWEST STORAGE CONDOMINIUM

Second Addendum to the Condominium Plat

NOTE: THE PLAT SHOWN HEREIN IS FOR INFORMATIONAL AND ILLUSTRATIVE PURPOSES ONLY

Date: _____, 2024.

NORTH BY NORTHWEST STORAGE, LLC

By: _____
John Berget, Auth. Rep.

EXHIBIT III

NORTH BY NORTHWEST STORAGE CONDOMINIUM

Ownership of Common Elements

Each Unit Owner unit shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common as specified herein with all other Unit Owners of the Condominium, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Units permitted by the Declaration, which right shall be appurtenant to and run with each Unit.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as Declarant has granted, or may hereafter grant to public utilities including, but not limited to, gas, electric, telephone, cable television, and sewer and water service, all of which may be granted by the Declarant without the consent of the Unit Owners.

Common Expense Allocation

The Unit Owner's (i) undivided interest in the Common Elements, (ii) liabilities for Common Expenses, and (iii) rights to Common Surpluses, all with regard to the entire Condominium, shall be as specified below.

Allocation of Common Expenses

One share of Common Expense allocation shall be equivalent to a one fifty-ninth ($1/59$) Common Expense of the Association. Each Class 1 Unit and each Class 2 Unit shall have and be responsible for a one full share of Common Expense Allocation. Each Class 3 Unit shall have and be responsible for a four-sevenths ($4/7$) of one share of Common Expense Allocation.

EXHIBIT IV

STREET ADDRESS ASSIGNMENT

The Street address for all Units in the Condominium shall be:

4954 State Road 50, Delavan, WI 53115



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting June 11, 2024

June 4, 2024

APPLICANT: John Berget, North by Northwest Storage, LLC (Owner)

TAX KEY: FNNW 00004

STREET ADDRESS: 4954 State Rd 50, Town of Delavan

Applicant is requesting approval of a Condominium Plat Addendum for North by Northwest Storage Condominium per Section 375-0903 Review and Approval of Extraterritorial Plats and Certified Survey Maps to convert Unit 4 from rental units to owner occupied units.

Based on the application, the applicant has met all the requirements of Section 375-0308 *Condominium Plats*.

Respectfully submitted,

Bonnie M. Schaeffer
Zoning Administrator



Planning Request Application Village of Williams Bay

250 Williams Street • PO Box 580 • Williams Bay, WI 53191
www.vi.williamsbay.wi.gov
Phone: 262-245-2700

Request:

Please check all that apply.

- ☐ Site Plan [§18.1206] - \$200.00 plus \$.04/sf floor area
- ☐ Conditional Use Permit (CUP) [§18.1207] - \$500.00
- ☒ Certificate of Compliance [§18.1211] - \$200.00
- ☐ Temporary Use Permit [§18.1208] - \$200.00
- ☐ Preliminary Plat - \$200.00 plus \$20.00 per lot
- ☐ Certified Survey Map (CSM) - \$200.00 plus \$20.00 per lot
- ☐ Final Plat - \$100.00 plus \$10.00 per lot
- ☐ Planned Development Overlay (PDO) [§18.0709] - \$500.00
- ☐ Planned Development Amendment - \$500.00
- ☐ Zoning Text or Map Amendment [§18.1204] - \$500.00
- ☐ Project Concept Review - \$200.00
- ☐ Land Use Plan Amendment - \$500.00
- ☐ Interpretation [§18.1216] - \$200.00
- ☐ Appeal [§18.1217] - \$500.00
- ☐ Other: _____ Fee: _____

Date application was received:

Fee Paid:

Physical Address of Site: 186 Elkhorn Rd Williams Bay, Wi 53191

Tax Parcel Number: WFS 00665

Project or Development Name: _____

Applicant

Name: Andrew Brown
Mailing Address: 186 Elkhorn Rd Williams Bay, Wi 53191
eMail: Xspeedfab@gmail.com
Phone: 262-325-6775

Owner of Site

Name: Michael Mead
Mailing Address: 90 Lincoln Pkwy Williams Bay, Wi 53191
eMail: mikemead@live.com
Phone: 414-988-4748

Legal Representative

Name: _____
Mailing Address: _____
eMail: _____
Phone: _____

Architect, Engineer, Contractor

Name: _____
Mailing Address: _____

eMail: _____
Phone: _____

Legal Description of Site (Attach separate sheet if additional space is needed):

Please answer all applicable. Missing or incomplete information may deem this application "incomplete," delaying or prohibiting a review.

Current Zoning of Site: VC **Current Overlay Districts of Site:** _____

Proposed Zoning of Site: _____

Proposed type of structure of use: _____

Proposed use of structure or site: _____

Statement of proposed use of property, with pertinent facts regarding the size of area involved, extent of development, type of operation, etc. (Attach separate sheet if additional space is needed):
We would like to continue utilizing this site as a Indoor Maintenance Service building. Ideally, we would like to have the ability to park personal and company vehicles outside the building. Customer vehicles will NOT be outside overnight.

Statement showing compatibility of proposed zoning district and/or proposed use to the Village Comprehensive Plan: (Attach separate sheet if additional space is needed)

We would like to continue using this building for a allowed purpose, Indoor Maintenance Service. However, the exeption we're requesting is to be allowed to park our personal and company vehicles outside of the building. Customer vehicles will NOT be parked outside overnight. This should ensure compliance as our business that offers Indoor Maintenance Service. The space we would like to use for this is alongside our building, tucked out of the way so they do no impead with the lot. This space will be no greater than 12FT away from the building. SEE PAGE 3

Statement showing compatibility of proposed zoning district and/or proposed use with adjacent properties and neighborhoods (Attach separate sheet if additional space is needed):

Multiple other businesses in our district utilize their properties to park personal and company vehicles, we are only asking for the same. All customer vehicles will be removed from the outside of the building to be placed indoors.

Print Applicant's Name: Andre W Brown

Signature of Applicant:  **Date:** 5-20-24

Statement showing capatibility Continued

We are currently moving customer vehicles into the building so that we can be compliant, however that may take some time, we are requesting a resonable amount of time to achieve complete compliance, as we are currently working towards it and have every intention of becoming and remaining compliant.



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting June 11, 2024

June 4, 2023

A. APPLICANT: Andrew Brown (Lessee)
TAX KEY: WFS 00005
STREET ADDRESS: 186 Elkhorn Rd, Village of Williams Bay

Applicant is requesting a Certificate of Compliance per Section 390.1211.B(1)(b) "New occupancy and use of an existing building when the new use is of a different land use classification".

The proposed use is indoor maintenance service that involves maintenance and repair services and contains all operations (except loading) entirely within an enclosed building. Although customer vehicles will not be parked outside overnight, the applicant is requesting to park personal and company vehicles outside of the building.

Respectfully submitted,

Bonnie M. Schaeffer
Zoning Administrator

PLANNING COMMISSION RESOLUTION #2024-XX

Resolution Formally Adopting Proposed Project Plan and Boundaries for Tax
Incremental District No. 1

**RECOMMENDED ADOPTION OF THE PROJECT PLAN AND BOUNDARIES
FOR TAX INCREMENTAL DISTRICT NO. 1 VILLAGE OF WILLIAMS BAY,
WISCONSIN**

WHEREAS, pursuant to Wisconsin Statutes §66.1105 the Village of Williams Bay has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the village; and

WHEREAS, Tax Incremental District No. 1 (“the district”) is proposed to be created as a “Mixed-Use District” based on the identification and classification of the property proposed to be included in the tax increment district.

WHEREAS, a Project Plan for Tax Incremental District No. 1 has had been prepared that includes the following:

1. A statement listing the kind, number, and location of proposed public works or improvements within the district.
2. An economic feasibility study.
3. A detailed list of estimated projects costs.
4. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred.
5. A map showing existing uses and conditions of real property in the district.
6. A map showing proposed improvements and uses in the district.
7. Proposed changes of zoning ordinance, master plan, map, building codes, and Village Ordinances.
8. A statement of the proposed method for relocation of any person to be displaced.
9. A statement indicating how creation of the district promotes the orderly development of the village.
10. A list of estimated non-projects costs.
11. A section for the eventual insertion of a legal boundary description of the proposed district.
12. A section for the eventual insertion of An Opinion of the Village Attorney advising that the plan is complete and complies with Wis. Statute §66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of the public hearing by the Plan Commission was sent to the Village of Williams Bay, Walworth County, the Williams Bay School District, Walworth County Metropolitan Sewerage District, and Gateway Technical College which constitutes all the local governmental entities having the power to levy taxes on property located within the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 11, 2024, held a public hearing concerning the project plan and boundaries and proposed creation of the district providing interested parties a

PLANNING COMMISSION RESOLUTION #2024-XX

**Resolution Formally Adopting Proposed Project Plan and Boundaries for Tax
Incremental District No. 1**

reasonable opportunity to express their views on the proposed creation of a tax incremental district and the proposed boundaries of the district.

NOW THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Williams Bay that:

1. It recommends to the Village Board that Tax Incremental District No. 1, Village of Williams Bay, be created with boundaries as designated by Exhibit A, which is attached and incorporated herein by reference.
2. It approves the Project Plan as prepared by Robert W. Baird & Co, dated July 11, 2024, which is incorporated herein in its entirety by reference, and recommends its approval to the Village Board.
3. Creation of the District promotes orderly development in the village; and
4. That the Village Clerk is hereby directed to provide the Village Board with a certified copy of this Resolution upon its adoption by the Plan Commission.

Adopted this 11th day of June 2024

Village of Williams Bay

By _____
William Duncan., Plan Commission Chairman

CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the Village of Williams Bay on the 11th day of June 2024.

Tina Kolls,
Village of Williams Bay
Village Clerk

THE VILLAGE OF WILLIAMS BAY, WISCONSIN PLAN COMMISSION SUMMARY SHEET

COMMISSION SECTION: DISCUSSION/ACTION ITEM NUMBER: 1	TITLE: Williams Bay Proposed Tax Increment District # 1 Project Plan and Boundary Public Hearing and Resolution Consideration	DATE June 11, 2024 VOTE REQUIRED: Majority
PREPARED BY: Adam Ruechel, Baird Budget Consultant		

During the May 13, 2024, Plan Commission meeting a presentation was given explaining the Williams Bay Village Board approval of a resolution directing village staff to work with Baird on the creation of a project plan and boundary for what is known as the Village of Williams Bay's Tax Incremental District # 1.

Plan Commission members were given an overview of the process and an introduction of the information which will be discussed in greater detail during tonight's planned public hearing.

As indicated in last month's presentation per the Wisconsin Department of Revenue Tax Incremental Financing Manual, the Williams Bay Plan Commission has the following responsibilities regarding the creation of a tax incremental financing district:

7. Hold a public hearing (sec. [66.1105\(4\)\(a\)](#), [\(e\)](#) and [\(f\)](#), Wis. Stats.)

- Planning Commission (or the municipality's Development or Redevelopment Authority) conducts a hearing on the proposed TID boundaries and project plan
- These topics can be discussed in the same meeting or separate meetings
- The meeting gives residents an opportunity to express their views

8. Adopt a Planning Commission resolution (sec. [66.1105\(4\)\(b\)](#) and [66.1105\(4\)\(d\)](#), Wis. Stats.)

The meeting to adopt the resolution can immediately follow the public hearing. The Planning Commission adopts a resolution that covers these items:

- Boundaries of the TID
- Approval of the TID's project plan
- After adoption, the Planning Commission submits its approval to the local legislative body

Accompanying this summary sheet is the most up to date version of the Draft Village of Williams Bay Tax Increment District # 1 Project Plan that has been created with the assistance of village staff. During the public hearing introduction section of the meeting, I will be walking the commission members and public attendees through the specifics of what is within the draft project plan.

The Plan Commission's consideration of the proposed TID is separate from the Plan Commission's review of the proposed Comprehensive Plan Amendment and future zoning of the property. The Plan Commission recommendation of the boundaries and approval of the project plan does not impact the Plan Commission's decisions on zoning matters. The creation of TID #1 does not in any way bind or otherwise commit the Village to approval of the proposed Preserve Development.

After the introduction period anyone in attendance will have an opportunity to express their views on the draft project plan.

The plan commission is tasked with considering two items to forward via resolution to the Village Board for further consideration.

Consideration Item # 1: Boundaries of the TID

On page 7 of the draft project plan is the current proposed map of the district boundary. The current proposal is for the district boundary to be just Tax Parcel ID Number WWUP 00011 which is currently listed as Aurora University and is the former George Williams University property. Currently this is the property in which the Village has been approached by a developer for redevelopment. The planning commission is tasked via resolution with recommending to the Village Board a tax incremental district boundary that includes only whole parcels and must be contiguous if including more than one. The plan commission can recommend to the Village Board additional parcels to include within the proposed boundary if they desire.

Consideration Item # 2: Recommend Approval of Proposed Project Plan to Village Board

After conducting a public hearing, the plan commission is tasked via resolution with recommending to the Village Board the approval of a draft project plan. The plan commission can provide feedback on additions or alterations they would recommend be made to the project plan and village staff will provide such feedback to the Village Board for their consideration.

R-41-24

Harold J. Friestad Day, June 30, 2024

Village of Williams Bay, WI

Resolution

- **Whereas**, while serving as Village President of Williams Bay, Wisconsin, in the 1980s and early 1990s, Harold J. Friestad led the Village Plan Commission and Village Board to take action to purchase a 217-acre parcel of undeveloped lakefront property in order to prevent future development attempts and, most importantly, protect the pristine waters of Geneva Lake by saving one of the last remaining untouched watersheds from future development and degradation, *and*
- **Whereas**, on February 8, 1990, Village President Friestad and the Village Board formally consummated a real estate transaction to purchase this property for \$1,575,000, *and*
- **Whereas**, the official legal closing of this property occurred on April 30, 1990, *and*
- **Whereas**, Williams Bay resident Alice J. Morava was appointed as Chairperson of the Name the Park Committee as well as the dedication event for this site, *and*
- **Whereas**, Kishwaukee Nature Conservancy was officially named and dedicated “to the Children of Tomorrow” at a ribbon-cutting ceremony and public celebration event on July 1, 1990, *and*
- **Whereas**, Harold J. Friestad led the Village Board in August, 1990 to create a Village-appointed Conservation District Commission and Kishwaukee Nature Conservancy Board of Directors to govern, restore and manage the property, and ultimately establish a conservation easement with the Geneva Lake Conservancy, *and*
- **Whereas**, Harold J. Friestad, following his service as Village President, began serving as a member of the Conservation District Commission and Kishwaukee Nature Conservancy Board of Directors in 1997 and has served as Chairman from 2006 until his retirement as Chairman on March 30, 2024,

NOW THEREFORE I, William B. Duncan, an initial charter member of the Conservation District Commission, and now as Village President of Williams Bay, Wisconsin, do hereby proclaim June 30, 2024 as

Harold J. Friestad Day

in the Village of Williams Bay, and I urge all citizens to celebrate this observance in our community.

Dated this 17th day of June in the year 2024

Signed _____
Title Village President

ORDINANCE #2024-_____
AN ORDINANCE REPEALING SECTIONS 22-1 THROUGH 22-6, AND AMENDING
SECTIONS 1-4D. (2), 19-2G. (1) AND 19-5 OF THE CODE OF ORDINANCES OF THE
VILLAGE OF WILLIAMS BAY RELATING TO THE MUNICIPAL COURT

WHEREAS, the Village of Williams Bay currently operates a Municipal Court pursuant to the authority of Chapter 755 of the Wisconsin Statutes; and

WHEREAS, it having been recommended to the Village Board by the Building, Zoning and Ordinance committee that the Municipal Court be abolished in order to avail the Village of the efficiencies of processing and prosecuting in the Circuit Court for Walworth County citations issued by the Village of Williams Bay for the violation of Village ordinances; and

WHEREAS, upon consideration of the Building, Zoning and Ordinance Committee recommendation, the Village Board having determined that the processing of prosecution of citations issued for violation of Village ordinances in the Circuit Court for Walworth County will adequately protect and advance the interests of the Village and provide for a fair hearing on the part of defendants, and will provide the Village with additional efficiencies in the processing of prosecution of said ordinance violations.

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

- Section I. Chapter 22, Sections 22-1 through 22-6 of the Code of Ordinances of the Village of Williams Bay are hereby repealed.
- Section II. Section 1-4D. (2) of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:
- (2) The forfeiture shall be as established by resolution of the Village Board which, in addition to the costs of prosecution, constitute the schedule of cash deposits for the ordinances listed therein. A copy of the forfeiture schedule shall be on file with the Municipal Clerk, Police Department and Clerk of Circuit Court.
- Section III. Section 19-2G. (1) of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:
- (1) That the alleged violator may make a cash deposit of a specified amount to be mailed to the Clerk of Circuit Court prior to their return date.
- Section IV. Section 19-4 of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:
- The schedule of cash deposits for use with citations issued under this chapter shall be as provided in §1-4D of this Code and such schedule shall be on file with the Municipal Clerk, Police Department and Clerk of Circuit Court.
- Section V. This ordinance shall take effect on May 1, 2025 which is the end of the term for which the Municipal Judge has been elected

Approved by the Village Board of the Village of Williams Bay this _____ day of _____, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

First Reading: _____
Second Reading: _____
Date Adopted: _____
Date Published: _____

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-40-24**

**A RESOLUTION OF THE VILLAGE BOARD OF WILLIAMS BAY
ESTABLISHING THE AD HOC TREE ENHANCEMENT COMMITTEE**

WHEREAS, the Village of Williams Bay is a Tree City USA Community and has adopted ordinance and policies to protect existing trees and provide for replacement trees; and

WHEREAS, the Village Board wishes to create an ad hoc committee to consider and provide recommendations to the Board for the planting and replacement of trees within the Village, and set the membership, responsibilities, and powers of the Ad Hoc Tree Enhancement Committee, as defined herein; and

WHEREAS, the Board desires to promote openness, transparency, and clarity to residents of the Village with respect to the Village's operations and governance.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Williams Bay, as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference.
2. **Ad Hoc Tree Enhancement Committee.** The Ad Hoc Tree Enhancement Committee is hereby established as follows:
 - 2.1 The title of the committee shall be the "Ad Hoc Tree Enhancement Committee."
 - 2.2 The Ad Hoc Tree Enhancement Committee shall be an ad hoc committee consisting of Five (5) members, comprised of no more than two (2) members of the Board, one (1) member of the Enhancement Committee (EC), one (1) member of the Kishwauketoe Nature Conservancy (KNC), one (1) member of the Cedar Point Homeowners Association (HOA) and assisted by any Village staff that may be required to carry out the functions of the Ad Hoc Tree Enhancement Committee.

- 2.3** The members of the Ad Hoc Tree Enhancement Committee shall be Village Trustee Rob Umans, Village Trustee Adam Jaramillo, Helena Marra (EC), Donald Skalla (KNC), and TBD (Cedar Point Park Association). The members of the Ad Hoc Tree Enhancement Committee shall select a Chairperson.
- 2.3.1** The Ad Hoc Tree Enhancement Committee may select a different Chairperson, in its discretion. 01233.0001 630960.1 GRT
- 2.3.2** The President of the Village Board shall make appointments to fill any vacancies.
- 2.4** The Ad Hoc Tree Enhancement Committee shall conduct itself consistent with agreed upon rules of parliamentary procedure, all applicable policies of the Village, and in accordance with Wisconsin law.
- 2.5** The scope of Ad Hoc Tree Enhancement Committee functions shall include: review and make recommendations to the Village Board regarding aspects of further protecting and replacing trees throughout the Village; and engaging in any other related activities as might be necessary and proper in carrying out the scope of its functions set forth herein.
- 2.6** No other power of the Village Board, whether express or implied, is delegated to the Ad Hoc Tree Enhancement Committee.
- 2.7** The Ad Hoc Tree Enhancement Committee shall meet as necessary to carry out its purpose and shall dissolve automatically by July 1, 2025 unless otherwise dissolved, or extended for an additional year, by the Village Board prior thereto.
- 3. No Invalidation of Prior Lawful Actions.** Adoption of this Resolution shall not be construed as to invalidate any prior lawful action taken by any previously existing committee, nor any subsequent lawful action taken by the Village Board thereupon.
- 4. Recitals.** The foregoing recitals are incorporated herein as if fully set forth.

- 5. Effective Date.** The provisions of this Resolution shall take effect immediately upon adoption.

Approved by the Village Board of the Village of Williams Bay this 17th day of June 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

RESOLUTION NO. R-24-24
RESOLUTION APPROVING ROADWAY FUNCTIONAL CLASSIFICATION CHANGES

WHEREAS, the Wisconsin Department of Transportation conducts periodic reviews and updates to the functional classification system of roadways across the State of Wisconsin; and

WHEREAS, the Federal Highway Administration has issued guidance related to the development of functional classification of roadways; and

WHEREAS, the Wisconsin Department of Transportation has submitted and recommended changes to the functional classification system of roadways in the Village of Williams Bay; and

WHEREAS, the changes proposed to the functional classification system of streets in the village of Williams Bay are shown in the document entitled Recommended Functional Classification Changes, Urban Area: Lake Geneva-Bloomfield-Williams Bay, which is attached and incorporated herein as Exhibit 1; and

WHEREAS, after review by the village engineer and staff, the proposed classification changes have been found to be justified.

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

The roadway functional classification changes as outlined in Exhibit 1
are approved and adopted by the Village of Williams Bay.

Approved by the Village Board of the Village of Williams Bay this 17th day of June, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

Date Passed: _____

Date Published: _____

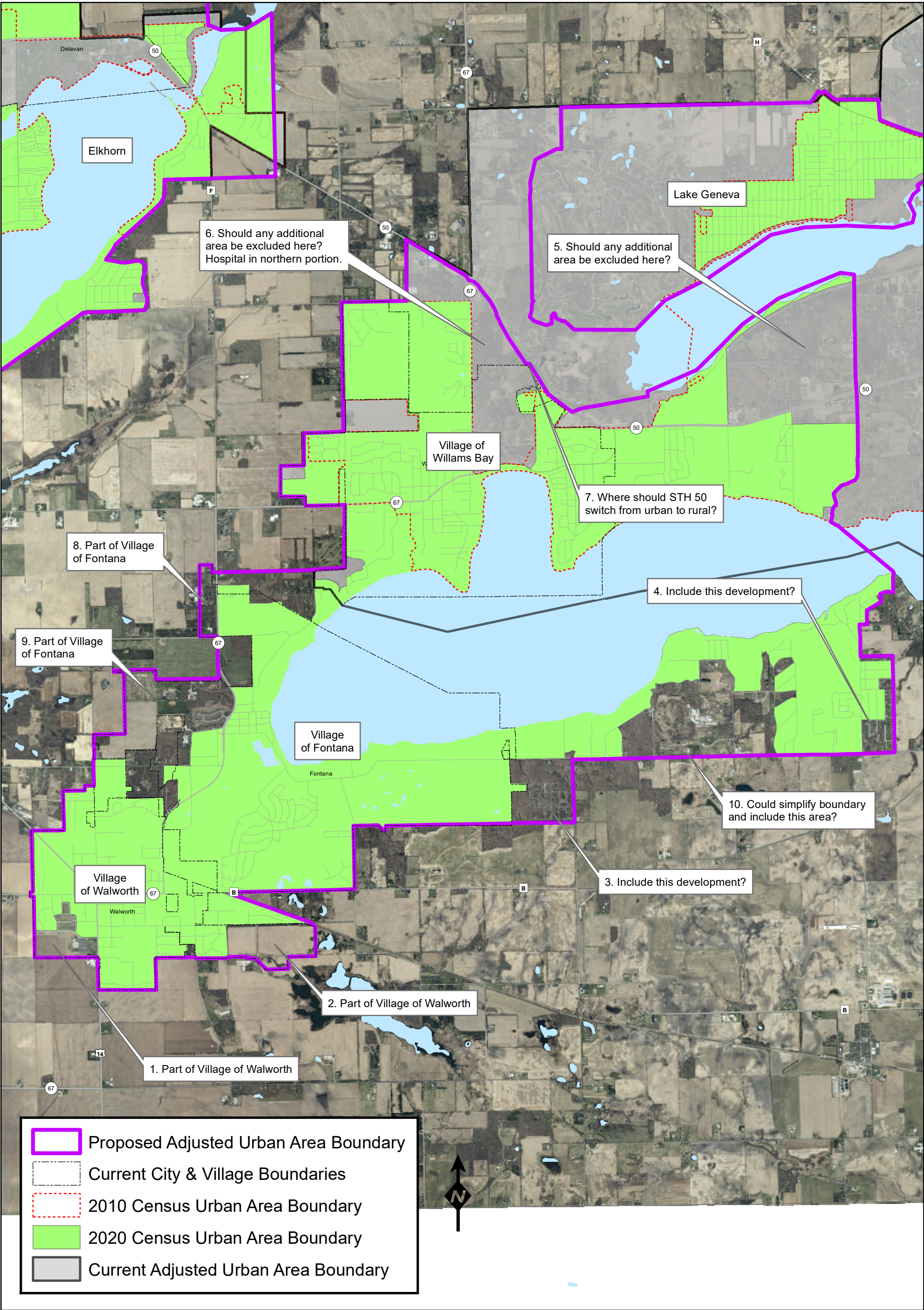
Exhibit 1

Recommended Functional Classification Changes, Urban Area: Lake Geneva-Bloomfield-Williams Bay

Fontana on Geneva Lake Urban Area

(Adjusted Urban Area Boundary)

DRAFT



**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-27-24**

**A RESOLUTION APPROVING EDGEWATER PARK USE AND POLICY CONTRACT
(Williams Bay Fire Department 58th Annual Chicken Roast)**

WHEREAS, on May 6, 2024, the Village of Williams Bay Parks and Lakefront Committee determined that it is in the best interests of the Village and its residents to authorize approval of the attached Edgewater Park Use Application for the Williams Bay Fire Department 58th Annual Chicken Roast July 18 through 21, 2024:

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended Edgewater Park Use Application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, upon recommendation by the Parks and Lakefront Committee, do hereby ordain approval of this Edgewood Park Use Application:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended Application and authorizes the event, therefore.

Approved by the Village Board of the Village of Williams Bay this ____ day of _____ 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



EDGEWATER PARK USE AND POLICY CONTRACT

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

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

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



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

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

10) Any organization requesting use of the kitchen must contact the Lions Club at williamsbaylionsclub@gmail.com to arrange for inspection of equipment available for use.

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: JIM LOVELL Organization: WILLIAMS BAY FIRE DEPT.

Address: 5 GENEVA WILLIAMS BAY

Phone: 262 203 4171 Email: CDRJEL@YAHOO.COM

Title of Event: WILLIAMS BAY FIRE DEPT CHICKEN ROAST

Date(s) requested: JULY 18 THRU JULY 21st 2024 Is event open to public? (circle one) ☒ YES ☐ NO

Summary of Event including the approximate number of attendees:

± 1500 ANNUAL CHICKEN ROAST

Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____



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 _____ day of _____, 20____

Group or organization _____

Our liability insurance provided by: _____

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

Signed by: _____

President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: _____ Email: _____

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-39-24**

A RESOLUTION APPROVING A VILLAGE FACILITIES USAGE POLICY

WHEREAS, the Village of Williams Bay (the “Village”) is an Wisconsin municipality; and

WHEREAS, in furtherance of its duty to manage facilities of the Village responsibly and safeguard the Village’s potential liability; and

WHEREAS, on June 5, 2024, the Village Parks & Lakefront Committee recommended approval for the proposed Village Facilities Policy; and

WHEREAS, on June 17, 2024, the Village of Williams Village Board, as recommended by the Parks & Lakefront Committee, has determined that it is in the best interests of the Village and its residents to approve the Village Facilities Usage Policy as set forth in Exhibit A to this Resolution.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended work order, therefore.

Approved by the Village Board of the Village of Williams Bay this 17th day of June 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A

VILLAGE FACILITIES USAGE POLICY

DRAFT

Village of Williams Bay Field Usage Agreement and Reservation Form



Village of Williams Bay will provide basic maintenance to fields owned by the Village that are used for organization league play including mowing grassy areas once per week, emptying garbage M-F, cleaning washroom facilities here provided M-F, and any general maintenance or capital repairs when required. The Village of Williams Bay cannot provide equipment or supplies for game day field preparations; each league is responsible for preparing their own fields for game day use.

Each league will provide a certificate of insurance naming the Village of Williams Bay as an additional insured, a contact person who is responsible for all communications between their organization and Village of Williams Bay staff, and a schedule of games to be played on Village of Williams Bay fields.

All fields are owned by the Village of Williams Bay and are open to the public when games are not scheduled. Organization and league games will take precedence over general usage.

Field usage fees have been set by Village of Williams Bay Resolution R-XX-24

- Resident Rate Non-Lighted Field: \$15.00 Per hour
- Resident Rate Lighted Field: at \$25.00 Per hour
- Non-Resident Rate Non-Lighted Field: \$30.00 Per Hour
- Non-Resident Rate Lighted Field: \$40.00 Per Hour

A league or organization may request their fees be waived for three years by filling out the Village of Williams Bay Fee Waiver Request Form. Each request will be reviewed by the Parks and Lakefront Committee with final approval from the Village Board. Please see that waiver for any additional information.

Applicant Information:

Organization/Individual Name: _____

Contact Person: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number: _____ **Email Address:** _____

Facility Requested:

Name of Facility: _____

Purpose of Usage: _____

Date(s) Requested: _____ **Time(s) Requested:** _____

Expected Number of Participants: _____

The Field Usage Agreement Terms stated in this form are accepted.

Signature: _____ **Date:** _____

Village of Williams Bay Field Usage Agreement Terms:

1. Facility Availability and Reservation: To inquire about facility availability for rental, please contact the Village of Williams Bay Recreation Department.
2. Rental Application: To secure a facility rental, you are required to complete a rental application form. This form will gather event details including event type, date, time, and any specific requirements or information needed.
3. Rental Fees and Deposits:
 - a. Facility rental fees are applicable and may vary based on factors such as facility type, rental duration, and residency status.
 - b. A deposit might be necessary to cover potential damage or additional cleaning costs.
4. Insurance and Liability: Proof of liability insurance covering the rental period is mandatory for all reservations. This safeguards both parties in the event of accidents or damage. 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.
5. Rules and Regulations: The Village of Williams Bay enforces specific rules and regulations governing your rental event. These encompass noise levels, alcohol use, decorations, and other aspects. Please refer to local ordinances for details.
6. Setup and Cleanup: You are responsible for both setting up the facility before the event and ensuring thorough cleanup afterward. The facility should be left in the same condition it was found.
7. Security and Supervision: Depending on the event's nature and facility, you may need to provide security personnel or supervision to ensure safety and order.
8. Special Permits: If your event involves amplified music, alcohol, or other special activities, you will need to secure additional permits from the village.
9. Communication: Maintain regular communication with the Village of Williams Bay's Parks and Recreation Department to confirm details and address any inquiries.
10. Weather Contingencies: In case of inclement weather, it is recommended to have a contingency plan. The village might have specific guidelines for weather-related rescheduling or cancellations.
11. Environmental Preservation:
 - a. Any alteration of the natural environment, such as digging or landscaping, requires prior approval.
 - b. Please ensure no harm is caused to plants, trees, or wildlife in the vicinity.
12. Wildlife Interaction: Disturbing or feeding wildlife is strictly prohibited.
13. Litter and Waste: Dispose of all event-generated trash and waste properly in designated receptacles or remove them from the premises.
14. Pets: Pets are not permitted in parks unless they are on a leash or within designated areas.
15. Noise Control: Adhere to noise ordinances and respect the natural environment. Amplified music and loudspeakers should be used considerately.
16. Accessibility and Pathways: Keep pathways accessible and clear for safe movement, including provisions for attendees with disabilities.
17. Parking and Traffic Flow: Park vehicles only in designated areas and avoid blocking pathways or parking on grass.
18. Site Cleanup: After your event, ensure all items and decorations are removed, leaving the facility in its original state.
19. Alcohol and Glass Containers:
 - a. Alcohol consumption is strictly prohibited on the premises unless you possess a valid, approved special event liquor license.
 - b. Display the special event liquor license prominently during the event.
 - c. Glass Containers are strictly prohibited on the premises.
20. Permitted Activities: Clearly define allowed activities within the outdoor facility. Prohibit any potentially harmful or damaging actions.
21. Emergency Access: Keep emergency routes and exits unobstructed.
22. Sports and Recreational Equipment: If you bring sports or recreational equipment, ensure safe usage and proper storage.
23. Indemnification and Liability:
 - a. You are required to indemnify and hold harmless the Village of Williams Bay from any claims, liabilities, losses, or expenses stemming from your facility use.
 - b. The Village of Williams Bay assumes no responsibility for accidents, injuries, damages, or losses during your rental event.

24. Right to Cancel:

- a. The Village of Williams Bay retains the right to cancel or reschedule facility reservations due to unforeseen circumstances, including emergencies or maintenance requirements.
- b. If cancellation is initiated by the Village of Williams Bay, reasonable efforts will be made to provide advanced notice, and any applicable rental fees will be refunded or credited.

25. Payment and Late Fee:

- a. Organization and League fee payments are due within 60 days (about 2 months) after the end of the season or last requested date.
- b. A \$100 late fee will be applied after the 60-day period.

26. Fee Waiver Request:

- a. Organizations may request fee waivers for up to three years by submitting the Village of Williams Bay Fee Waiver Request Form.
- b. Each request will be reviewed by the Parks and Lakefront Committee and approved by the Village Board.

27. Failure to Comply:

- a. Failure to adhere to established rules and regulations may result in penalties, fines, or additional charges.
- b. The renting party is accountable for any damage to the facility, natural environment, or other property due to non-compliance.
- c. In case of non-compliance, the Village of Williams Bay reserves the right to terminate the event, revoke the rental permit, and deny future rental requests.
- d. Repeated instances of non-compliance may lead to legal action and involvement of law enforcement authorities.
- e. The Village of Williams Bay is authorized to withhold applicable security deposits or fees in cases of non-compliance or damages.



VILLAGE OF WILLIAMS BAY

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

Village of Williams Bay Wisconsin Department of Natural Resources NR 208 – Compliance Maintenance Resolution for 2023 R-42-24

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater treatment/wastewater collection system under Wisconsin Administrative Code NR 208; and

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR) with Financial and Collection Section grades of 4.0; and

WHEREAS, it is only necessary to provide recommendations or an action response plan for all individual CMAR section grades of "C" or less and/or an overall grade point average of <3.00.

NOW THEREFORE BE IT RESOLVED, the Village Board of Trustees, of the Village of Williams Bay, has reviewed and approved for submission the CMAR, as required by Wisconsin Administrative Code NR208.

Approved by the Village Board of the Village of Williams Bay this
17th day of June 2024.

VILLAGE OF WILLIAMS BAY

By: _____

William Duncan, President

Attest: _____

Tina Kolls, Clerk

R-42-24 Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
6/14/2024 2023

Financial Management

1. Provider of Financial Information Name: Jennifer Wiese Telephone: 262-245-2700 (XXX) XXX-XXXX E-Mail Address (optional): treasurer@vi.williamsbay.org																			
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) ☐☐ ○ No (40 points) If No, please explain: 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2023 ● 0-2 years ago (0 points) ☐☐ ○ 3 or more years ago (20 points) ☐☐ ○ N/A (private facility) 2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)	0																		
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]																			
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2023 ● 1-2 years ago (0 points) ☐☐ ○ 3 or more years ago (20 points) ☐☐ ○ N/A If N/A, please explain: 3.2 Equipment Replacement Fund Activity 3.2.1 Ending Balance Reported on Last Year's CMAR 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) 3.2.3 Adjusted January 1st Beginning Balance 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 40%; border: 1px solid black; text-align: right;">132,562.44</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> <td style="border: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> <td style="border: 1px solid black; text-align: right;">132,562.44</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">+</td> <td style="text-align: right;">\$</td> <td style="border: 1px solid black; text-align: right;">2,639.10</td> </tr> </table>		\$	132,562.44		\$	0.00					\$	132,562.44				+	\$	2,639.10
	\$	132,562.44																	
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+	\$	2,639.10																	

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:

6/14/2024

2023

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 135,201.54

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 132,562.44

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

○ Yes - If Yes, please provide major project information, if not already listed below. □ □

● No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Lift Station 3 (Harris Road) Replacement	\$1,800,000	2025
2	Sewer Repair or Relining - Valley Street	\$300,000	2025

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 8

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
6/14/2024 **2023**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	9,500	170
February	8,700	140
March	9,600	95
April	8,800	50
May	6,800	30
June	6,400	30
July	5,600	40
August	6,400	50
September	6,200	25
October	6,500	25
November	8,400	30
December	9,600	80
Total	92,500	765
Average	7,708	64

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
6/14/2024 2023

6.4 Future Energy Related Equipment	
6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?	
Harris Road Lift Station	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
6/14/2024 2023

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Harris Road Lift Station Design, Sewer Televising on West Geneva Street, and clear water removal from LS 5 Gravity System.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Village Ordinance 295

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2010-02-15

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☐ Rehabilitated sewer and lift station installation, testing and inspection
- ☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☐ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:

6/14/2024

2023

- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

- ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

- ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

- ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

- ☒ Special Studies Last Year (check only those that apply):

- ☒ Infiltration/Inflow (I/I) Analysis
- ☒ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☒ Lift Station Evaluation Report
- ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	18	% of system/year
Root removal	0	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	24	% of system/year
Manhole inspections	18	% of system/year
Lift station O&M	40	# per L.S./year
Manhole rehabilitation	1	% of manholes rehabbed
Mainline rehabilitation	2	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:

6/14/2024

2023

Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

31.8	Total actual amount of precipitation last year in inches
36.0	Annual average precipitation (for your location)
29.5	Miles of sanitary sewer
8	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
0	Number of complaints
.53	Average daily flow in MGD (if available)
.6560	Peak monthly flow in MGD (if available)
2.8	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.00	Complaints (number/sewer mile)
1.2	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
5.3	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
------	----------	-------	------------------

None reported

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

● Yes

○ No

If Yes, please describe:

Average BOD, TSS, and N3-N is lower than expected. We have narrowed the source and plan to repeat sample at the source to verify that it is still the primary source - collection system for LS 4 and LS 5.

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
6/14/2024 2023

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year? ☐ Yes ☒ No If Yes, please describe: 5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: Waste strength to the regional treatment facility is increasing, 5.4 What is being done to address infiltration/inflow in your collection system? Sewer lining or sewer replacement is being planned. Will continue to search and repair clearwater leaks.	
---	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
6/14/2024 **2023**

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Williams Bay Sewage Collection System

Last Updated: Reporting For:
6/14/2024 2023

Resolution or Owner's Statement

Name of Governing Body or Owner:	Village of Williams Bay
Date of Resolution or Action Taken:	2024-06-17
Resolution Number:	
Date of Submittal:	

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):
Financial Management: Grade = A

Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 4.00



MEMORANDUM

DATE: JUNE 17, 2024
TO: VILLAGE BOARD OF TRUSTEES
FROM: TINA KOLLS, VILLAGE CLERK
**RE: CONSIDERATION OF RESOLUTION R-28-24 APPROVING A TEMPORARY CLASS
"B" RETAILER'S LICENSE FOR THE WILLIAMS BAY FIRE DEPARTMENT FOR THE
CHICKEN ROAST JULY 20, 2024**

The Williams Bay Volunteer Fire Department has been made aware that they need to submit applications for Operator's Licenses for their beverage servers. The Williams Bay Volunteer Fire Department has in the past completed a Temporary Operator's License application prior to their event.

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

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

FEE \$ _____

Application Date: 4/12/24

☐ Town ☒ Village ☐ City of WILLIAMS BAY

County of WALWORTH

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

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

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

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

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name WILLIAMS BAY FIRE DEPT

(b) Address 5 GENEVA ST
(Street)

☐ Town ☒ Village ☐ City

(c) Date organized 1936

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:

President CHIEF Doug SMITH

Vice President ASST CHIEF JOE BAUSINS

Secretary DOUG SWANBREW

Treasurer JIM LOVELL

(g) Name and address of manager or person in charge of affair: JIM LOVELL P.O. Box 1109
Williams Bay

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

(a) Street number EDGEWATER PARK

(b) Lot _____ Block _____

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

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

3. Name of Event

(a) List name of the event WILLIAMS FIRE DEPT CHICKEN ROAST

(b) Dates of event JULY 18th thru JULY 21st JULY 20th

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Doug Smith 4/12/24
(Signature / Date)

WILLIAMS BAY FIRE DEPT
(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-28-24**

**A RESOLUTION GRANTING TEMPORARY “CLASS B” FERMENTED MALT BEVERAGE LICENSE TO
WILLIAMS BAY FIRE DEPARTMENT FOR THE 58th ANNUAL CHICKEN ROAST**

WHEREAS, on June 3, 2024 the Village of Williams Bay Protective Services Committee determined that it is in the best interests of the Village and its residents to recommend approval of the Special Permit Application for Temporary Class “B” Retailers License by the Williams Bay Volunteer Fire Department for the 58th Annual Chicken Roast on July 20, 2024; and

WHEREAS, the licensed outdoor beer garden area for fermented malt beverages will encompass portions of the Edgewater Park property that will be set up and operated within the perimeter fenced area with entry monitored and limited to individuals that are a minimum of 21 years old; and

WHEREAS, that licensed operators will be on the premises at all times to oversee the serving of alcohol; and

WHEREAS, as mandated by Village Code § 128-6. Liquor or Beer in Public Places. “No person shall carry any open can, bottle or other container of alcohol beverage or drink from the same upon any public walk, street, park or other public place in the Village except where a special permit is granted by the Village Board”; and

WHEREAS, the Village Board of the Village of Williams Bay, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the recommended special permit application.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended application and authorizes the temporary retailers license, therefore.

Approved by the Village Board of the Village of Williams Bay this ____ day of _____ 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk



MEMORANDUM

DATE: JUNE 17, 2024
TO: VILLAGE TRUSTEES
FROM: TINA KOLLS, VILLAGE CLERK
RE: OPERATOR LICENSE APPLICATIONS

The following License applications have been filed with the Village Clerk.

All applications have completed a records check, and PASS/FAIL suggestions have been made by the Williams Bay Police Department based on their findings.

Original/ Renewal	Name	Address	Establishment	Record Check
O	Tyler Jacob Vandevelde	822 #2 Wisconsin St Lake Geneva, WI 53147	Lake Geneva Cruise Line	P
O	Colin E Terpstra	207 W Geneva St Delavan, WI 53115	Lake Geneva Cruise Line	P
O	Isabella Stoughton	389 Robins Run Burlington, WI 53105	Lake Geneva Cruise Line	P
O	Julia Russ	1065 Primrose Ln Fond Du Lac, WI 54935	Lake Geneva Cruise Line	P
O	Marie Nickolette	7500 368 th Ave Burlington, WI 53105	Lake Geneva Cruise Line	P
O	Kyle Mountjoy	N2462 Chianti Ct Lake Geneva, WI 53147	Lake Geneva Cruise Line	P
O	Mark Frederick Mancusi	3002 Cottonwood Ct Burlington, WI 53105	Lake Geneva Cruise Line	P
O	Brian Coulter	226 Circle Parkway Williams Bay, WI 53191	Lake Geneva Cruise Line	P
O	Hagen Benjamin Beck	418 Maple Lane Williams Bay, WI 53191	Gage Marine/Lake Geneva Cruise Line	P
O	Gina Weis	2815 Knollcrest Dr Burlington, WI 53105	Lake Geneva Cruise Line	P
R	Christopher Kyle Peck	469 Ashley Dr Williams Bay, WI 53191	Lake Geneva Cruise Line	P
R	Katelyn Theisz	777 Aspinall Ln Lake Geneva, WI 53147	Gage Marine/Lake Geneva Cruise Line	P
R	Marissa Pearl Torres-Raby	1205 Whispering Pines Dr Delavan, WI 53115	Lake Geneva Cruise Line	P
R	Andrew James Theisz	777 Aspinall Ln Lake Geneva, WI 53147	Gage Marine/Lake Geneva Cruise Line	P
R	Edwin Scherzer	1212 Meadowlark Ln Elkhorn, WI 53121	Lake Geneva Cruise Line	P
R	Michael Dwight Schlicting	627 Washington Pkwy Williams Bay, WI 53191	Lake Geneva Cruise Line	P
R	Andrew St. Clair	614 N Washington Elkhorn, WI 53121	Gage Marine/Lake Geneva Cruise Line	P

Original/ Renewal	Name	Address	Establishment	Record Check
R	Donna Sturdevant	816 Weiler Rd Burlington, WI 53105	Lake Geneva Cruise Line	P
R	Alex Patrick Polster	508 16 th Ave West Ashland, WI 54806	Lake Geneva Cruise Line	P
R	Patrica A Petersen	555 Oak Street Burlington, WI 53105	Lake Geneva Cruise Line	P
R	Raymond Alvin Ames	603 Center St Lake Geneva, WI 53147	Gage Marine/Lake Geneva Cruise Line	P
R	Jeffrey Clapp	566 W25190 Skyline Ave Waukesha, WI 53189	Gage Marine/Lake Geneva Cruise Line	P
R	Jame R Dillner	2580 N Shore Dr Delavan, WI 53115	Gage Marine/Lake Geneva Cruise Line	P
R	Kyle Foulke	336 Indian Bend Rd Burlington, WI 53105	Gage Marine/Lake Geneva Cruise Line	P
R	Evan Gibson	8324 Portland Ave Wauwatosa, WI 53213	Lake Geneva Cruise Line	P
R	Sara Hackbarth	1117 Cooper Hawk Dr Burlington, WI 53105	Lake Geneva Cruise Line	P
R	Jamie Kluge	319 Manning Way Lake Geneva, WI 53147	Lake Geneva Cruise Line	P
R	Alexis White	1315 E Pinecrest Ln Elkhorn, WI 53121	Lake Geneva Cruise Line	P
R	Aaron Robert Zweifel	N7072 Lakeshore Ave Elkhorn, WI 53121	Lake Geneva Cruise Line	P
R	Megan Nicole Wydeven	W4404 Laurel St Lake Geneva, WI 53147	Bell's Store	P
R	Kenneth Wayne Kellison Jr	W3540 Hwy 50 #60 Lake Geneva, WI 53147	Bell's Store	P
R	Tetyana Hynd	PO Box 252 Williams Bay, WI 53191	Big Bay, LLC	P
R	Stuart Alan Osman	139 A Elmhurst Ct Williams Bay, WI 53191	Bayside Citgo	P
R	Dennis Skilling	5551 Edgewater Ct Delavan, WI 53115	Mobil	P
R	Kaitlin L Lentz	1319 N Pontiac Dr Janesville, WI 53545	Luckes Cantina	P

STAFFING AND FLEET PROJECTIONS

Village of Fontana-
Police and Fire
Departments



Village of Williams Bay-
Fire Department



Prepared by:
Public Administration
Associates, LLC.

Goals of the Study

- ▶ Make recommendations regarding the future of public safety operations
Emphasizing:
 - ▶ Projected staffing
 - ▶ Vehicle/apparatus needs
 - ▶ Potential station locations
 - ▶ Guidance on future station design needs



What are the issues if any?

- The Fire Stations of both communities have space and structural issues
- Concerns in meeting future demand
- Dwindling Paid On-Call/Volunteer Staff
- Future regional efforts



Fontana Facts Significant to Public Safety

Year	2020 Projection	Current Permanent	2025 Projection	2030 Projection	2035 Projection	2040 Projection
Permanent	1,872	1,875	1,715	1,730	1,690	1,630
Seasonal	8,400	8,400	8,400	8,400	8,400	8,400
Total Population	10,080	10,275	10,115	10,130	10,090	10,030

Demographics

Median Age -55.6 Walworth County 40.5 years

25-44 age 27.4% of population in 2000 to
16.3% in 2015

Over-64 group 48% of population

Area and Property Risk

3.5 square miles

66% of the Village's total land area is
residential or mixed residential

Williams Bay Facts Significant to Public Safety

	2020 Census	Current Population	2025 Projection	2030 Projection	2035 Projection	2040 Projection
Permanent	2,953	2,989	3,184	3,433	3,701	3,991
Seasonal	2,953	2,989	3,184	3,443	3,701	3,991
Total	5,906	5,978	6,368	6,876	7,402	7,982

Demographics

Median Age -48.2 Walworth County 40.5 years

Over-64 group 27% of population

92% of Village residents commute outside of Williams Bay for work

Area and Property Risk

2.8 square miles

31% of the Village's total land area is residential or mixed residential

Fontana Fire and EMS Department

- ▶ Provides Fire response and Emergency Medical Ambulance Service at the Paramedic level to the Villages of Fontana and Williams Bay by contract
- ▶ Fire Chief (Part-time)
- ▶ Assistant Chief (Part-time)
- ▶ 13 Firefighter Paramedics Full-time Career- Part-time Equivalent of 1 FTE
 - ▶ 4 Minimum on Duty in Station (s) 24/7;
 - ▶ Chief Officer or Part-time in station Weekdays 7-5, 1 Part-time peak times on weekends
- ▶ 4- Part-time
- ▶ 16 Paid-on-Call Department members on roster



Fontana Fire and EMS Department

- ▶ One station-shared with Police Department
- ▶ One Station
- ▶ 3- Ambulances (One leased from Williams Bay)
- ▶ 2-Engines
- ▶ 1- Quint (Combination Engine and Ladder Truck)
- ▶ 1- Grass/Brush Truck
- ▶ 2- Boats
- ▶ Dive/Rescue Trailer
- ▶ Command Vehicle



Call Type	One year data			6 month data		
	2022-23 Outside of Village	2022-23 in Village	2022-23 Total Calls	2023 Outside of Village	2023 in Village	2023 Total Calls
Fire:						
Building Fire	5	0	5	9		9
Cooking Fire	2	0	2	1	2	3
Vehicle Fire	2	0	2			0
Fire Other	1	2	3	1	1	2
Outdoor Fire	4	4	8	1	1	2
Rescue:						
EMS Call	337	228	565	203	92	295
Vehicle Accident	10	7	17	4	7	11
Invalid Assist	15	19	34	2	3	5
Water Rescue		4	4	2	0	2
Rescue Other		3	3		1	1
Hazardous Condition:						
CO Alarm	2	15	17	1	7	8
Gas Leak	1	8	9		5	5
Wire Down		4	4		2	2
Haz Mat Spill/Leak		1	1		0	0
False Alarms:						
Alarm, no fire, false	6	54	60	2	29	31
Sprinkler malfunction		0	0		0	0
Smoke Scare	2	4	6		1	1
Service Call:						
Cover/Move Up	7		7	1		1
Cancelled En Route	26	7	33	9	5	14
Misc. Service Call	2	13	15	1	8	9
Total Calls	422	373	795	237	164	401

Demand for Service



Service Performance

Response time	2022-23 in Village	2023 in Village
<6 minutes	82%	74%
<10 minutes	98%	94%
>10	2%	6%



What is “Good” Response Time Performance

NFPA 1720 Standard for the Organization and Deployment of Fire Suppression, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments

- ▶ Urban areas (1,000 population/sq. mile) of 15 personnel on scene in 9 minutes total response time or less 90% of the time.
- ▶ Suburban areas (500-1,000 population/sq. mile) 10 personnel on scene with a response time of 10 minutes or less, 80% of the time
- ▶ Rural areas (500-1,000 population/sq. mile and 6 personnel on scene in 14 minutes 80% of the time for

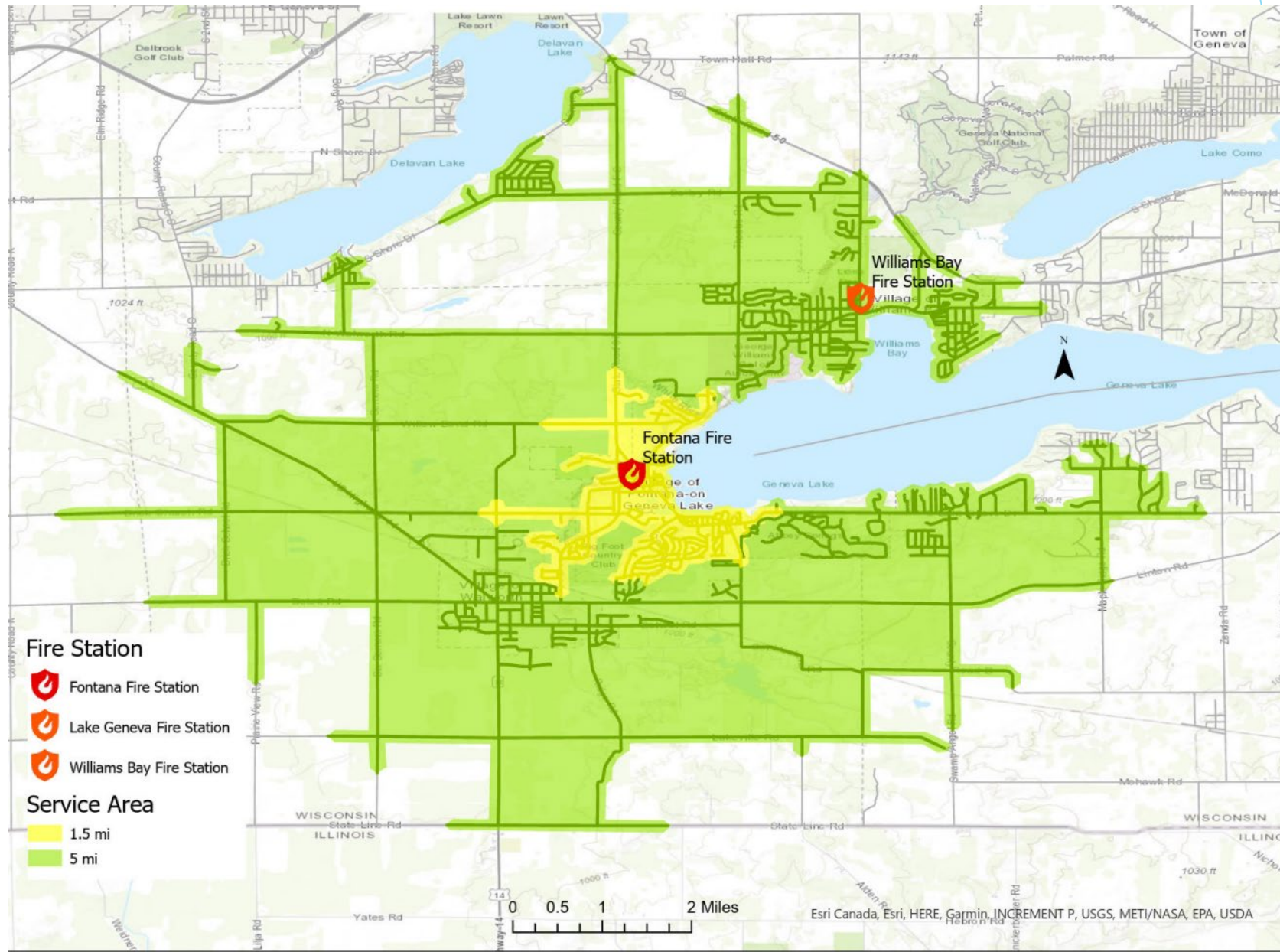


Insurance Service Office ISO Rating

- ▶ Overall ISO Rating Is on a scale of 1-10, with 1 being the best.
- ▶ Three areas rated, Dispatch/Communications- Fire Department-Water Supply
- ▶ Fire Department Rating
 - ▶ Maximum Credit for response is less than 1.5 miles
 - ▶ Must be within 5 miles of the station to receive any fire department credit
 - ▶ Personnel credit
 - ▶ 4 per Fire Company
 - ▶ Paid on Call Staff/Volunteers counted as 1/3
- ▶ Current rating for the Village of Fontana is 3/3y



Village of Fontana Current Station ISO Distance





Williams Bay Fire Department

- ▶ Provides Fire Response to Village of Williams Bay
- ▶ All Members are Paid-on-Call
- ▶ Fire Chief
- ▶ Assistant Chief
- ▶ 3-Captains (1-EMS)
- ▶ 2-Lieutenants
- ▶ 16-Firefighters Paid on Call Department on roster



Call Type	2020	2021	2022	2023
Fire:				
Building Fire	5	5	7	9
Cooking Fire	0	1	0	
Vehicle Fire	2	1	0	2
Fire Other	2	1	3	18
Outdoor Fire	2	7	3	0
Rescue:				
EMS Call	5	4	4	0
Vehicle Accident	7	4	3	4
Invalid Assist	0	2	3	
Water Rescue	3	4	1	
Rescue Other	1	1	2	
Hazardous Condition:				
CO Alarm	10	5	5	
Gas Leak	4	6	4	3
Wire Down	2	7	3	
Haz Mat Spill/Leak	4	1	0	
False Alarms:				
Alarm, no fire, false	50	55	29	62
Sprinkler malfunction	0		0	0
Smoke Scare	0	15	24	
Service Call:				
Cover/Move Up		3	2	2
Cancelled En Route	31	19	10	
Misc. Service Call	7	5	9	1
Total Calls	135	146	112	101

Demand for Service

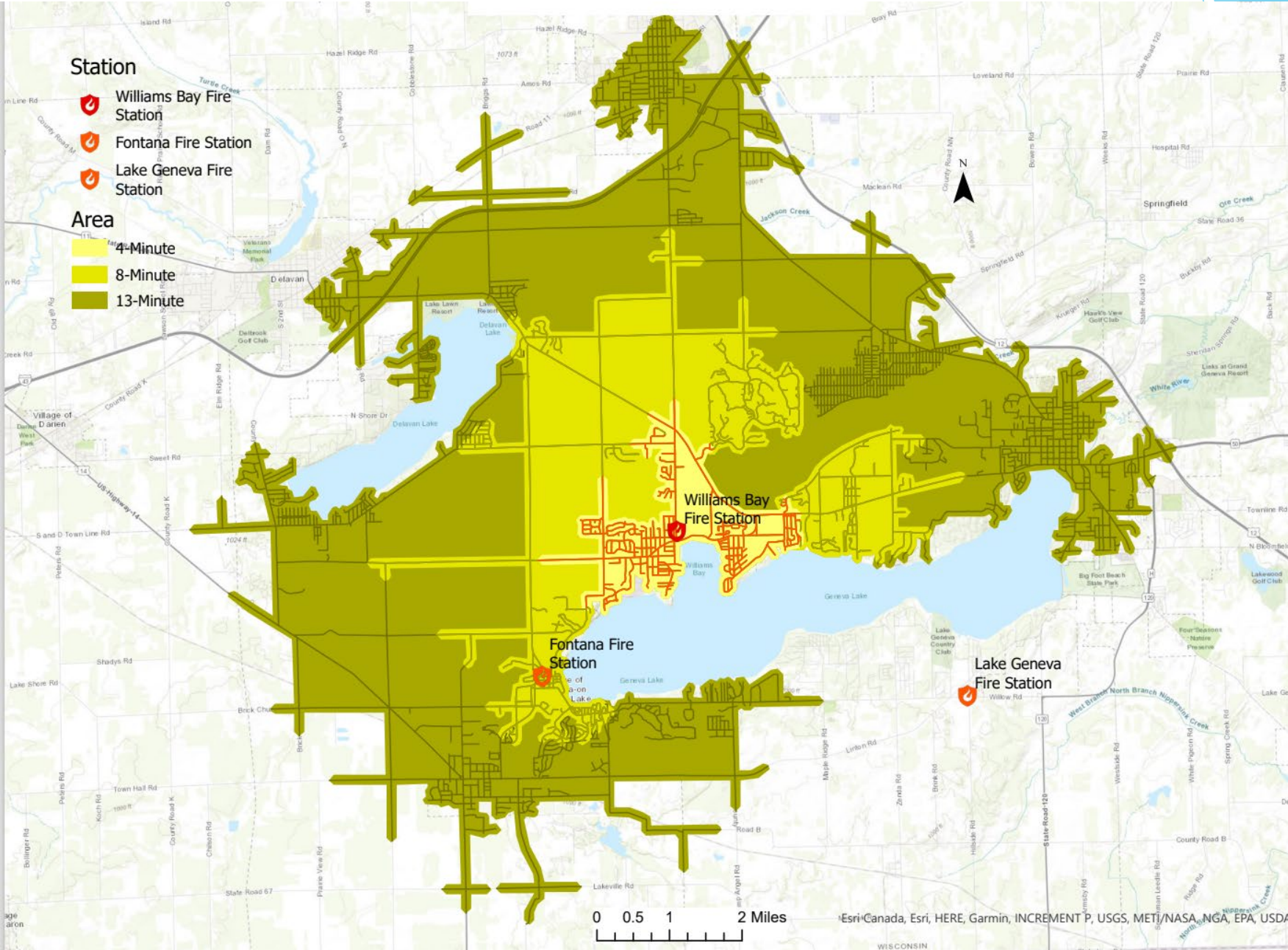


Service Performance

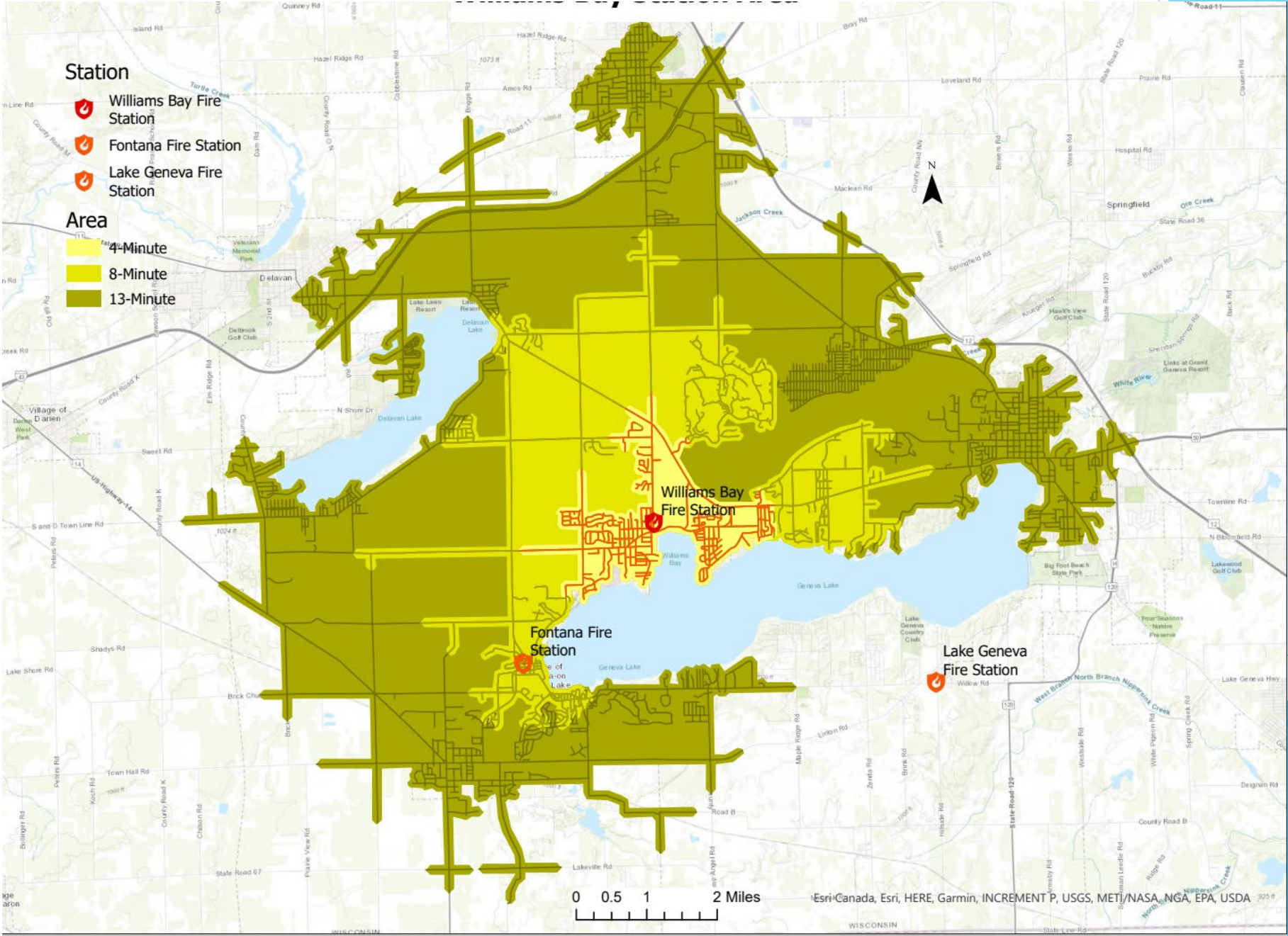
Response time	2022	2023
<6 minutes	67%	54%
<10 minutes	98%	82%
>10	1%	18%



Village of Williams Bay Current Station ISO Distance



Village of Williams Bay Current Response Travel Times



Future Station Considerations

- ▶ Maintain or improve response travel times
- ▶ Adequate space for current and future station needs
- ▶ NFPA 1710/1720 Standards for location and staffing
- ▶ ISO Rating System
- ▶ Available land
- ▶ Future regional efforts



Shared Station Hwy 67 and Walworth Rd

Advantages

- ▶ Land space
- ▶ Shared training/meeting space

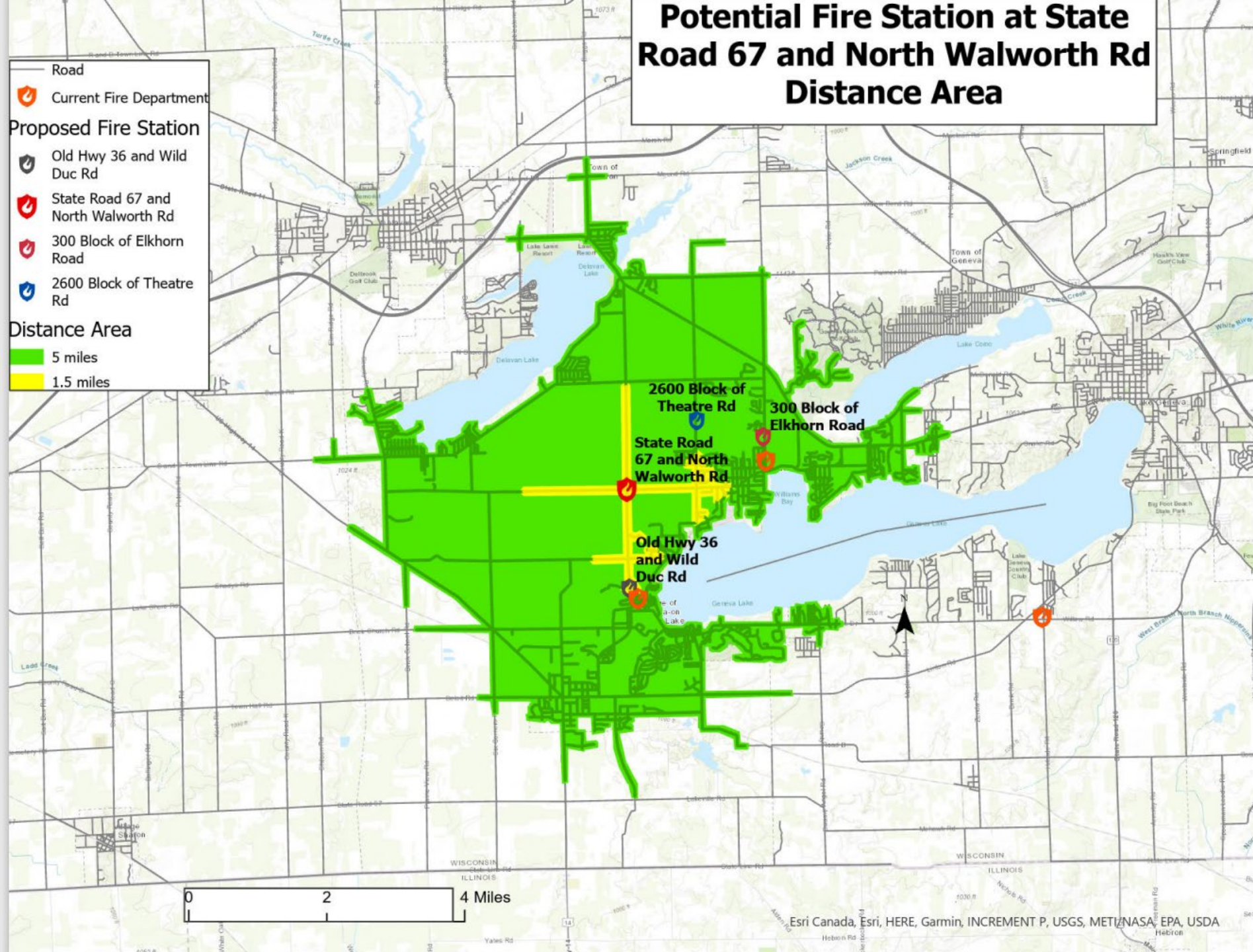
Disadvantages

- ▶ Does not meet response time parameters for either community
- ▶ Not located in either community
- ▶ Limited economies of scale with two separate departments



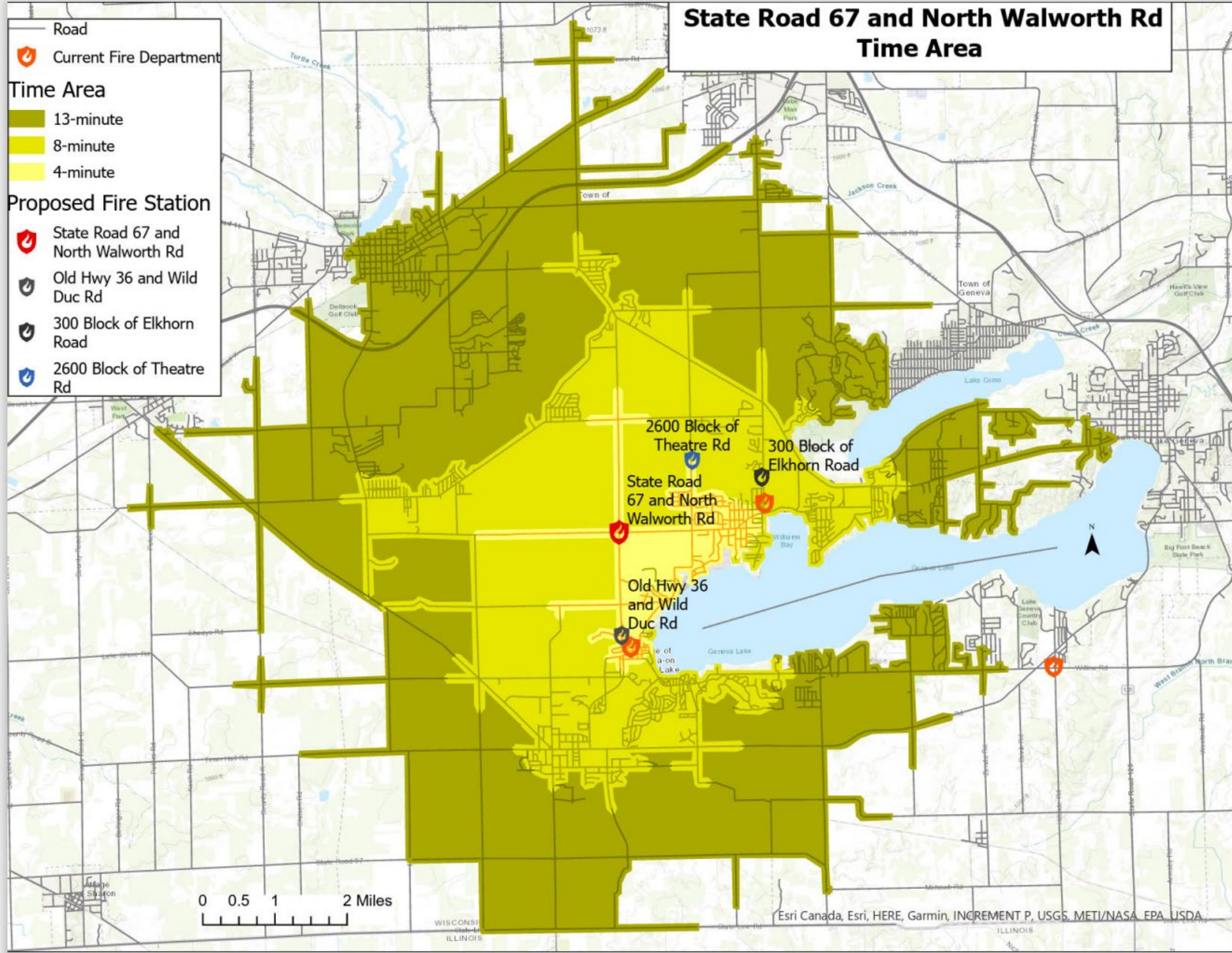
Potential Fire Station at State Road 67 and North Walworth Rd Distance Area

- Road
- Current Fire Department
- Proposed Fire Station**
 - Old Hwy 36 and Wild Duc Rd
 - State Road 67 and North Walworth Rd
 - 300 Block of Elkhorn Road
 - 2600 Block of Theatre Rd
- Distance Area**
 - 5 miles
 - 1.5 miles



0 2 4 Miles

State Road 67 and North Walworth Rd Time Area



Fontana Station Apparatus and Staffing

Staffing the current need for Fontana:

7:00 AM to 5:00 PM Monday through Friday (two options):

Engine: 1 cross-trained Firefighter/Paramedic Driver/Operator

Ambulance: 2 (two cross trained Firefighter/Paramedics)

With a POC response

Or

Engine: 1 cross-trained Firefighter/Paramedic Driver/Operator

1- cross-trained Officer/Paramedic

Ambulance: 2 (two cross-trained Firefighter/Paramedic)

With a POC response

5:00 PM to 7:00 AM

As currently staffed

4-cross trained Firefighter/Paramedic

With a POC response



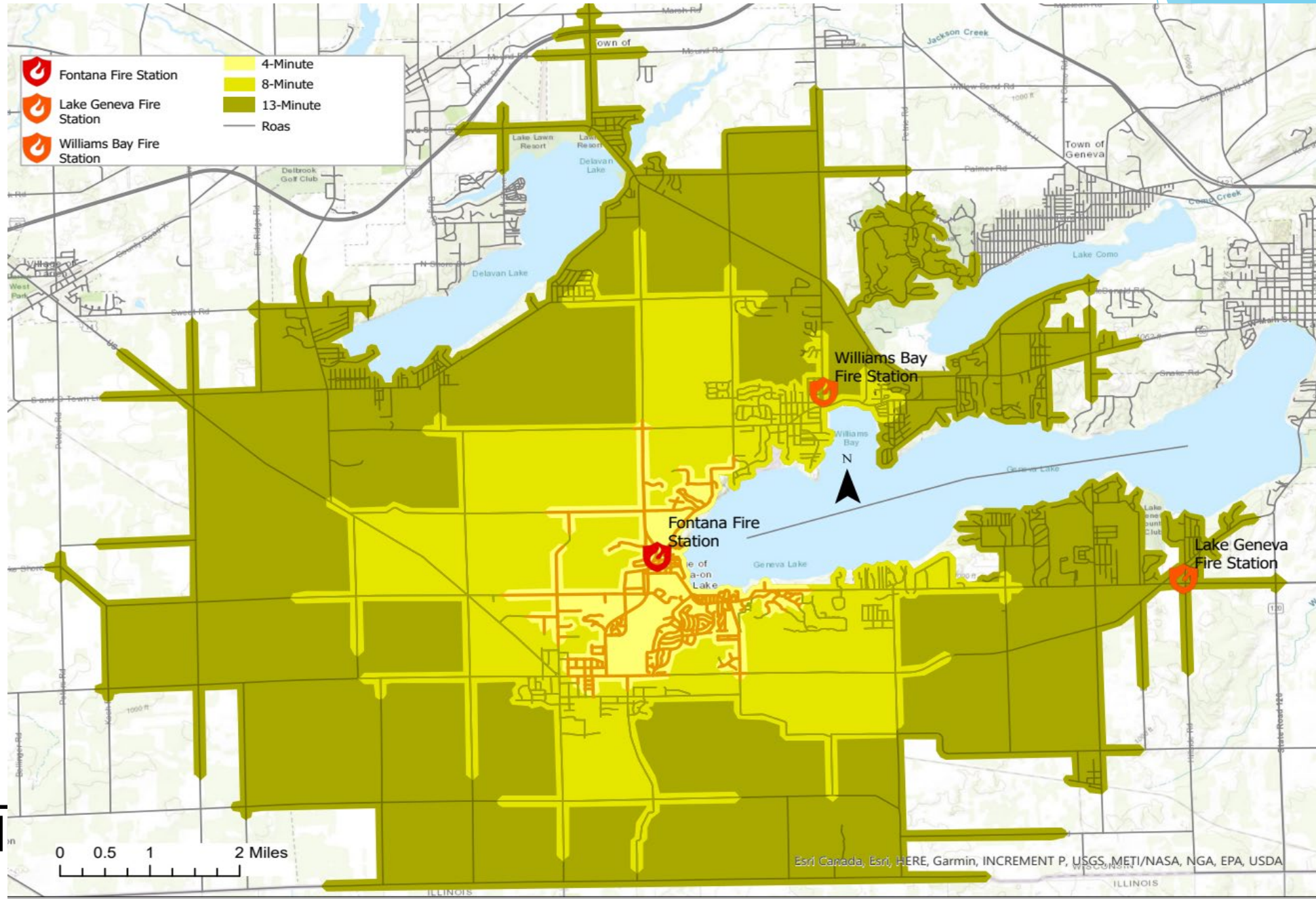
Fontana Station Apparatus and Staffing

- ▶ Future Staffing- in 24 hour staffing potential need
 - ▶ Engine 4 Personnel
 - ▶ Ambulance 2 Personnel
 - ▶ Quint 3 Personnel
 - ▶ Chief 1 Person
 - ▶ Station Should be designed for at least 10 Personnel
 - ▶ Added Capacity can also be used to staff up for peak demand times
- ▶ Fire Apparatus
 - ▶ Primary Staffed Engine
 - ▶ Reserve Engine
 - ▶ Quint Ladder Truck
 - ▶ Primary Ambulance
 - ▶ Reserve Ambulance
 - ▶ Brush/Tow Vehicle
 - ▶ Air Boat
 - ▶ Command Vehicle
 - ▶ Tech Rescue Trailer

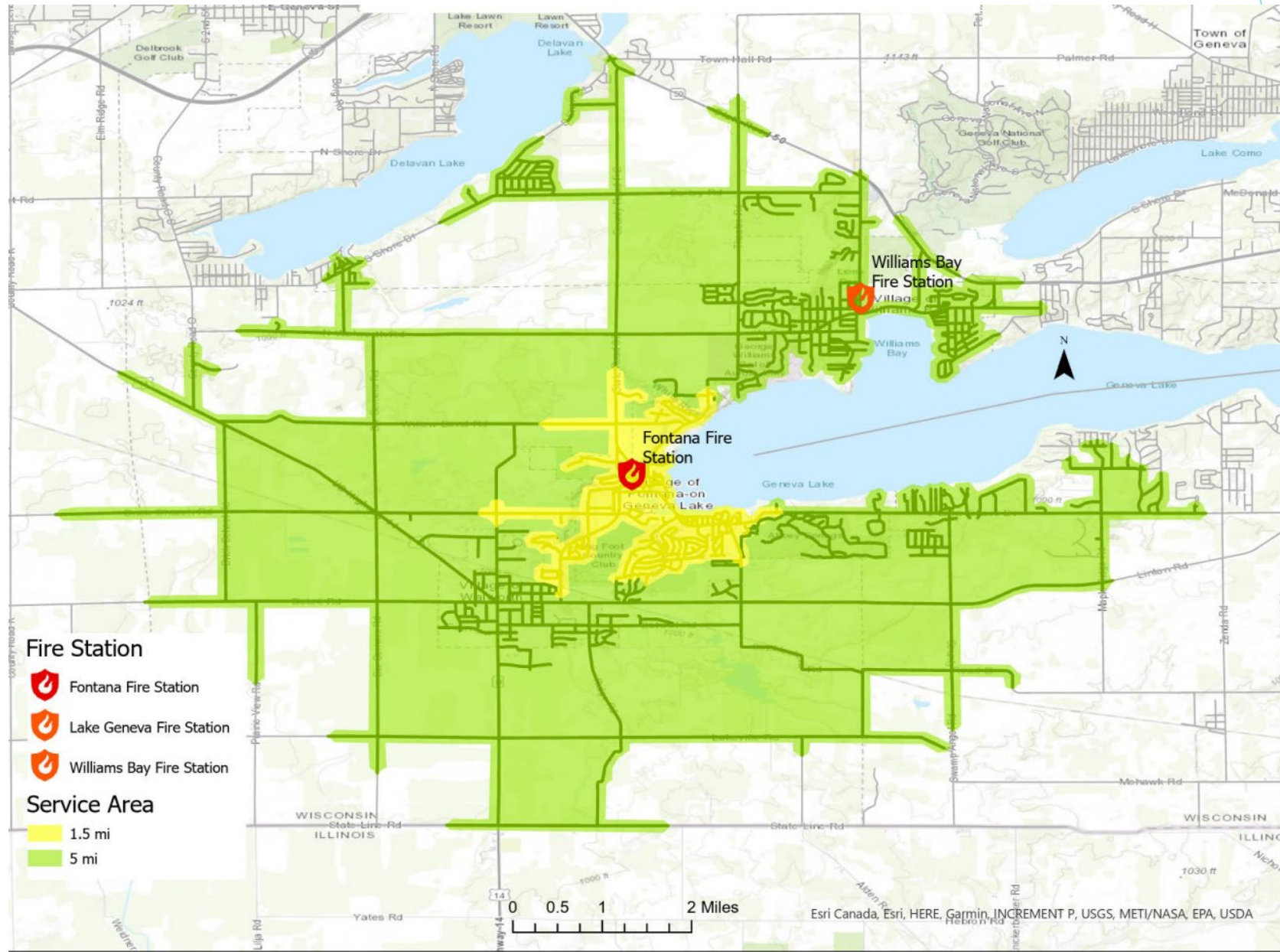


* Recommend off site storage for Fire Boat other Equipment

Village of Fontana Current Response Travel Times



Village of Fontana Current Station ISO Distance



Recommended Fontana Station Location Current Site



Relocate Police
Department to
Separate Facility- Wild
Duck Road

Police Stations not
location dependent
for response time



Vacate Williams Street



Staged Reconstruction beginning with
Parking area and space from Williams
Street

Additional Issues with Williams Bay Station and Department



Fire Department is not a
Municipal Department

Recommend transition to Municipal
Department as soon as possible



Current Station is co-owned
by Williams Bay Volunteer
Fire Department and Village

Original 1936 section land and build owned
by Williams Bay Volunteer Fire Department
Additions to the rear and parking lot owned
by the Village

Williams Bay Station Apparatus and Staffing

- ▶ Staffing for Current Need:
Accommodations for 2-
Paramedics allowing for 24-
hour station staffing
- ▶ Future Staffing:
 - ▶ Engine- 4 Personnel
 - ▶ Ambulance-2 Personnel
- ▶ Apparatus (2 bay station)
 - ▶ 1-Engine
 - ▶ ! Ambulance
 - ▶ ! Brush/Grass Truck with ATV

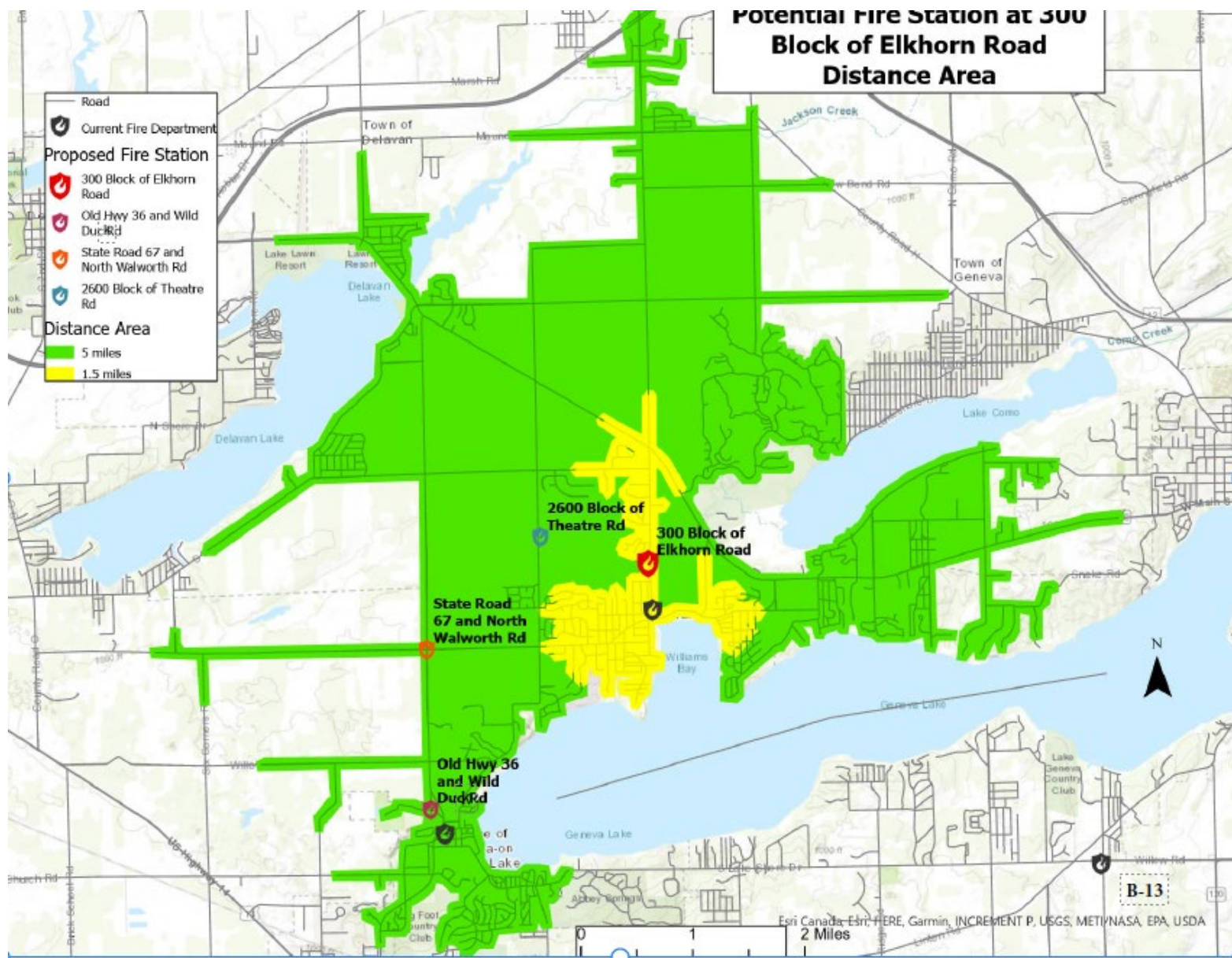


Recommended Williams Bay Station Site

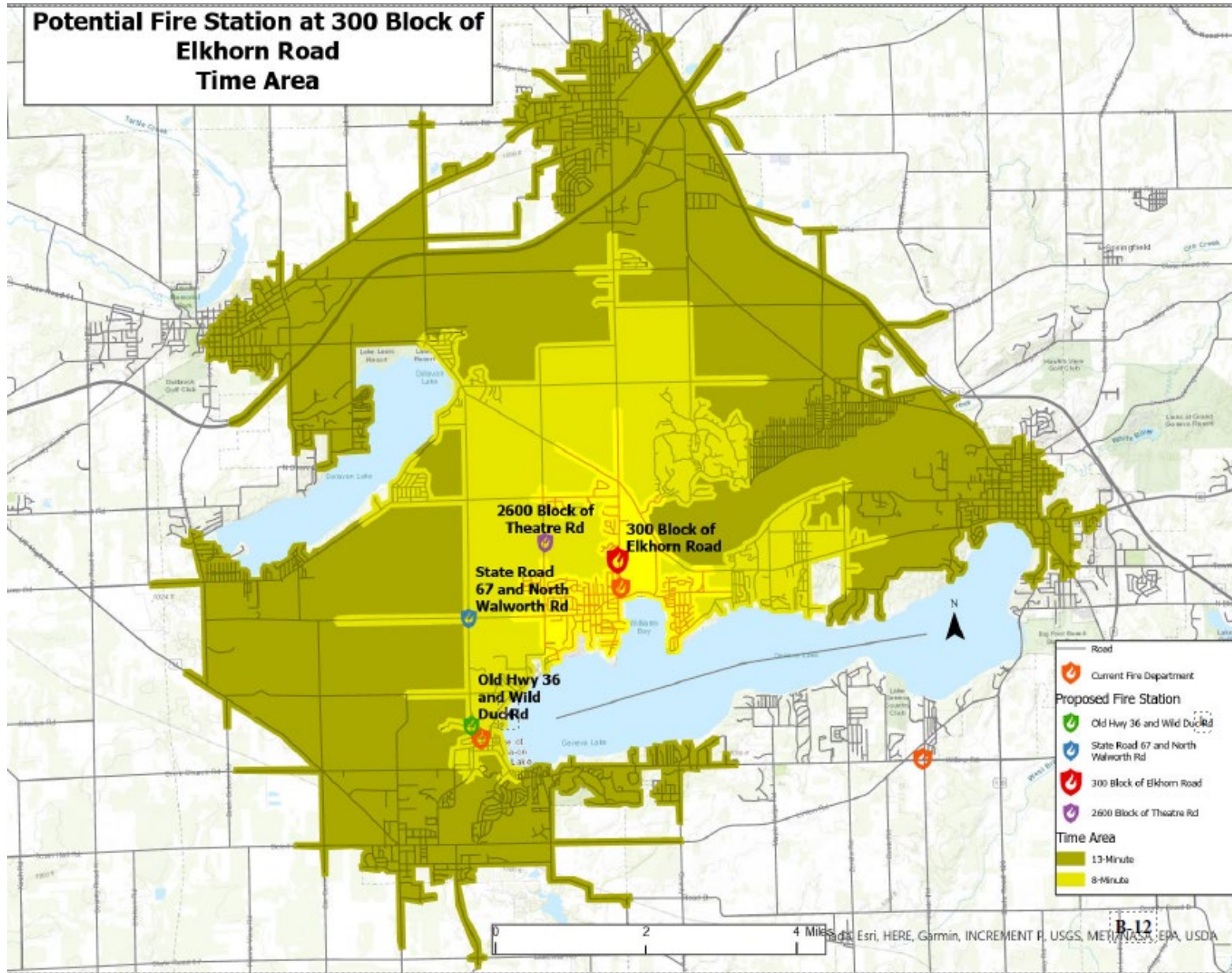
300 Block of Elkhorn Road

- ▶ Relocate Lions Fieldhouse and Community Gardens to Theatre Rd.
- ▶ Construct New Station
- ▶ Maintain space for reserve apparatus in old station
 - ▶ Until regional efforts develop





Potential Fire Station at 300 Block of Elkhorn Road Time Area



Future Regional Considerations

- ▶ The majority of Fire Departments in the region rely on neighboring departments for structure fires and complex incidents
- ▶ Paid on Call/Volunteer rosters are decreasing
- ▶ Fire Apparatus Cost are sky rocketing
- ▶ Demand for service is not decreasing



Future Regional Considerations

- ▶ Immediate Need
 - ▶ Standardize Standard Operating Guidelines with all departments that rely on each other for initial response to structure fire and other large incidents
 - ▶ Develop a training program based on these SOG's that all departments follow
 - ▶ A training officer shared by the regionally cooperating departments should be put into place to develop, coordinate and deliver this training

* Assure that the training and education provided under this section are based upon the fire department's written standard operation guidelines." SPS 330.07 Wis. Admin. Code Emphasis added

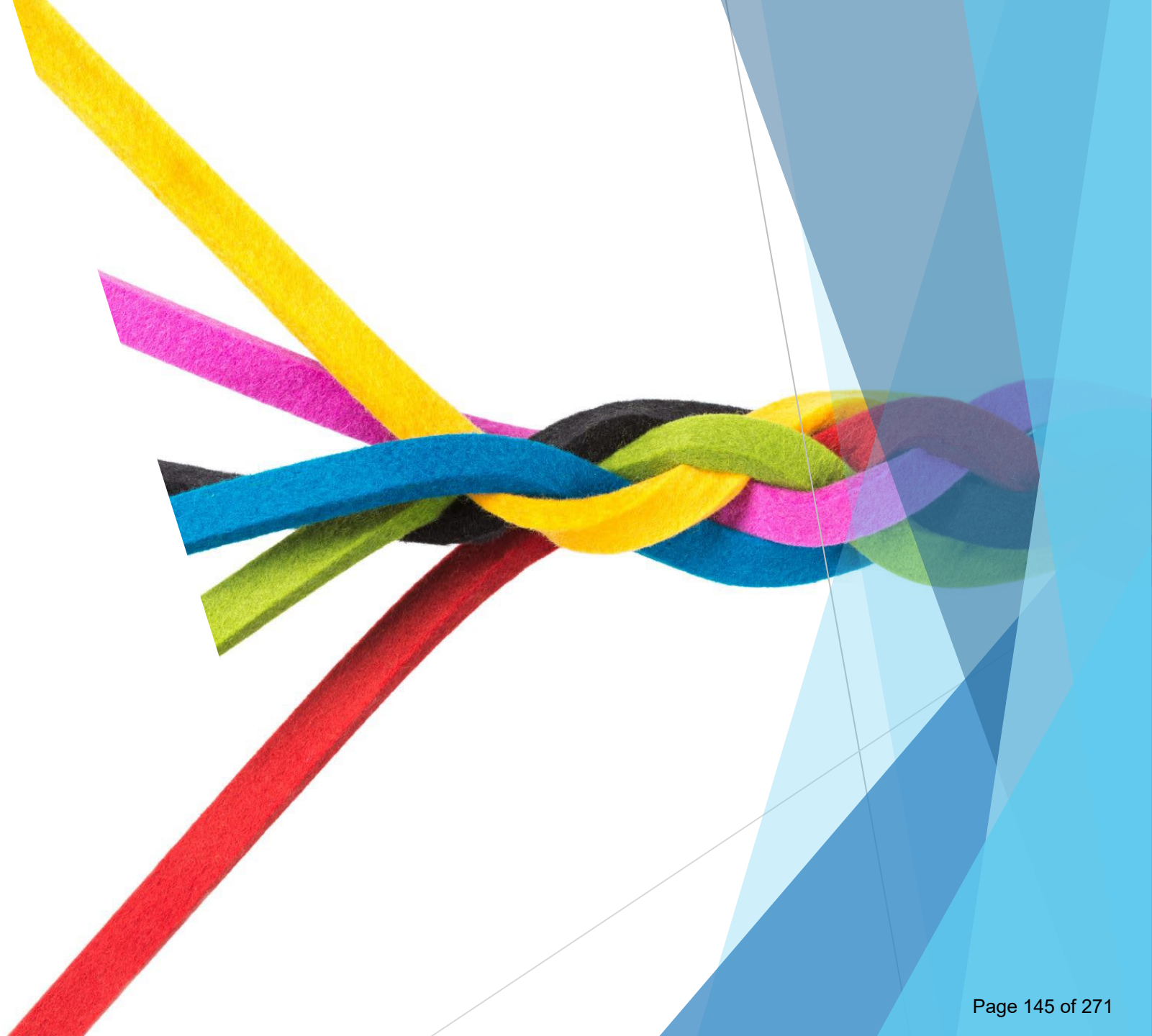


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Long Term Regional Considerations

- ▶ Sharing reserve apparatus
- ▶ Sharing specialty apparatus
- ▶ Sharing Fire Prevention services
 - ▶ Functional Consolidation
- ▶ Sharing Staff

Regional effort does not need to be countywide. Create service areas that make sense; not based on government borders



A close-up, low-angle shot of a police car's emergency lights. The lights are red and yellow, and are flashing. The background is blurred, showing what appears to be a city street at night.

Fontana Police Department Staffing

- ▶ Metrics Used For Analysis
 - ▶ Officers per 1,000 population compared to other agencies
 - ▶ Calls for service compared to other agencies
 - ▶ Current staffing challenges in law enforcement
 - ▶ Assessed future needs

Officers Per 1,000 Population

	Perm. Pop.	Sworn	Non-sworn	Offs./1,000 Pop.
Fontana (V)	1,875	8	1	4.27
Williams Bay (V)	2,989	8	0	2.67
Lake Geneva (C)	8,635	29	11	3.36
Delevan (C)	8,487	23	7	2.71
Delavan (T)	5,232	14	4	2.67
*Lake Delton (V)	3,501	25	4	7.14

Calls For Service

	Sworn	Calls for Service	CFS per Officer
Fontana (V)	8	6,285	785.63
Williams Bay (V)	8	10,226	1,278.25
Lake Geneva (C)	29	21,000*	724.14
Delevan (C)	23	30,000*	1,304.35
Delavan (T)	14	4,498	321.29
*Lake Delton (V)	25	8,000	320

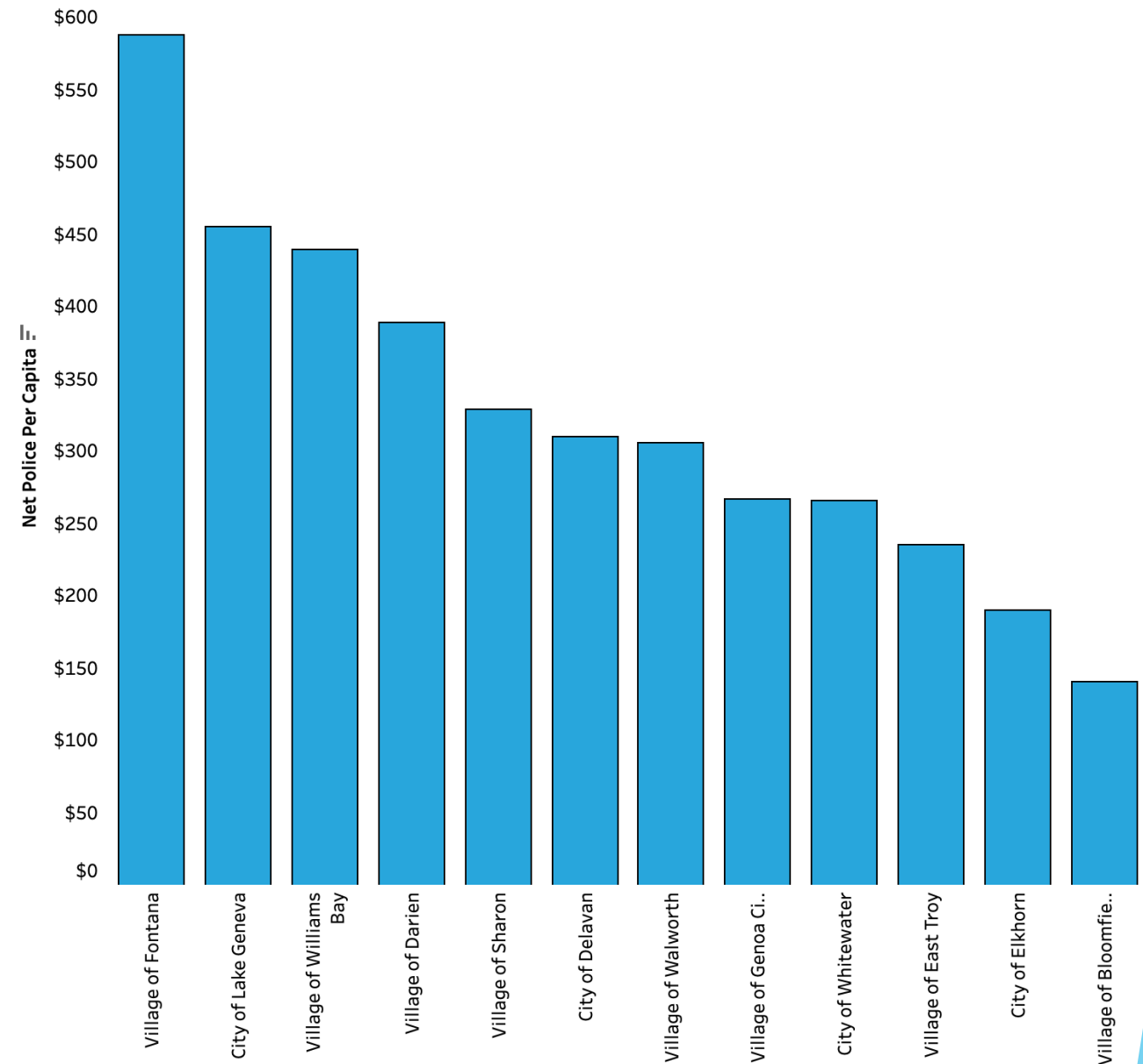
Table 7. Calls for Service – Monthly Distribution 2022

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL CFS
Monthly Total	440	345	440	517	545	537	714	643	608	533	487	476	6,285

Current Staffing Challenges in Law Enforcement

- ▶ The “Great Resignation” of 2021 and beyond
 - ▶ P.E.R.F - 5% decrease in hiring for law enforcement positions at the same time there was double digit increases in both retirements and resignations
 - ▶ Overall worker shortage
 - ▶ Less desirable than in past

Comparison by County: Net Police Spending in Walworth County



Assessing Future Staffing Needs

► Calls for Service - Year to Year

Year	Total CFS
2016	4,479
2017	4,851
2018	5,158
2019	5,735
2020	5,316
2021	6,048
2022	6,285

► Historical Staffing

- Static for past two decades except for recent addition of one officer
- No longer able to maintain part-time seasonal staffing levels

► Population Growth - minimal

► Technology/Trends/Societal Expectations





Fontana Police Future Staffing/Fleet Projections - 25 Years

- ▶ Increase of sworn staff by 2-4
 - ▶ One position being a full-time investigator
- ▶ Increase one non-sworn staff - digital evidence management
- ▶ Fleet increased by 1-2 squads if staffing increases realized

Questions



**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-38-24**

**A RESOLUTION AUTHORIZING CHANGE ORDER #1 FOR TMI COATINGS FOR THE
LIME REACTOR CLEANING AND PAINTING PROJECT**

WHEREAS, Village Engineer Baxter & Woodman provided the attached Change Order #1 for TMI Coatings For The Lime Reactor Cleaning And Painting Project (“Change Order”); and

WHEREAS, The Work Order Change Directive for Contractor TMI Coatings, Inc. to make the following changes in the Contract Documents: Repair the lime reactor equipment by welding and then prepare the weld areas for coating for the Lime Reactor Cleaning and Repainting in the amount of \$12,431.51; and

WHEREAS, this work was completed in the period between December 14, 2023, and December 19, 2023, and included efforts from Action Weld and Supply, LLC for the welding and TMI Coating, Inc. to prepare the welds for coating totaling \$12,431.51 (Original contract \$343,000.00, revised contact \$355,431.51); and

WHEREAS, on June 5, 2024, the Water & Sewer Committee and Finance & Personnel Committee recommended approval for funding the Change Order utilizing General Fund Contingency; and

WHEREAS, on June 17, 2024, the Village of Williams Village Board, as recommended by the Water & Sewer Committee and Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to authorize the Work Order.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended work order, therefore.

Approved by the Village Board of the Village of Williams Bay this 17th day of June 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

CHANGE ORDER NO. 1**PROJECT:** Lime Reactor Cleaning and Repainting**DATE OF ISSUANCE:** March 26 2024**OWNER:** Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191**ENGINEER:** Baxter & Woodman, Inc.
256 South Pine Street
Burlington, WI 53105**CONTRACTOR:** TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121**ENGINEER's Project No.** 222478.00

You are directed to make the following changes in the Contract Documents: Repair the lime reactor equipment by welding and then prepare the weld areas for coating. See attached Work Directive No. 1 dated December 4, 2023. This work was completed in the period between December 14, 2023, and December 19, 2023, and included efforts from Action Weld and Supply, LLC for the welding and TMI Coating, Inc. to prepare the welds for coating. Attached are invoices from TMI Coatings, White Cap, and Action Weld and Supply, LLC totaling \$12,431.51.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$343,000.00

Previous Change Orders:
No. - to No. 1 \$0.00

Current Contract Price: \$343,000.00

Net Increase of this Change Order: \$12,431.51

Contract Price with this Change Order: \$355,431.51

CHANGE IN CONTRACT TIME:Original Contract Time:
Substantial Completion: 60 days
Completion: April 15, 2024

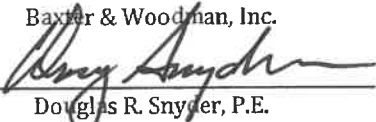
Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: 60 days
Completion: April 15, 2024

Net increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: 60 days
Completion: April 15, 2024**PREPARED BY:**

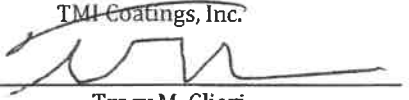
Baxter & Woodman, Inc.

By 
Douglas R. Snyder, P.E.
Project Manager**APPROVED:**

Village of Williams Bay

By 
William B. Duncan
President**ACCEPTED:**

TMI Coatings, Inc.

By 
Tracy M. Gliori
President

WORK CHANGE DIRECTIVE FORM

NO. 1

PROJECT: Lime Reactor Cleaning and Repainting **DATE OF ISSUANCE:** 12-04-23
Engineer's Project No. 222478

CONTRACTOR: TMI Coatings, Inc.
 3291 Terminal Drive
 St. Paul, MN 55121

OWNER: Village of Williams Bay
 250 Williams Street
 Williams Bay, WI 53191

ENGINEER: Baxter & Woodman, Inc.
 256 South Pine Street
 Burlington, WI 53105

You are directed to proceed promptly with the following change(s):

Description:

1. Repair areas of the metal surfaces by welding and repair welded areas by blasting prior to final painting.

Purpose of Work Directive Change and Description of Additional Costs:

See the attached December 1, 2023, notice from the Contractor with supporting documentation.

Attachments: December 1 letter from TMI Coatings, Inc.

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

- ☒ Time and materials based on General Conditions
☐ Unit prices
☐ Cost plus fixed fee
☒ Other Daily Concurrence of Hours
☒ Certified payroll records

Estimated increase in Contract Price: \$8000

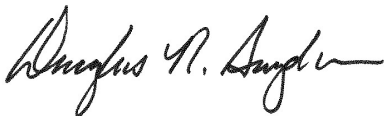
Method of determining change in Contract Time:

- ☐ Contractor's records
☐ Engineer's records
☐ Other _____

Estimated increase in Contract Time: None

RECOMMENDED: BAXTER & WOODMAN, INC.

By



Douglas R. Snyder P.E.
 Project Manager



PAINTING &
RESTORATION
CONTRACTORS

3291 Terminal Drive
St. Paul, Minnesota 55121
P: 651 452 6100 F: 651 452 0598

tmicoatings.com

12/1/2023

Doug Snyder
Baxter and Woodman, Inc.
256 South Pine Street
Burlington, WI 53105

RE: Williams Bay Steel Inspection

Doug,

Now that the lime reactor and sludge thickener have been drained and the bulk of the cleanup has been completed, sandblasting and paint preparation has begun. As a result, our job superintendent, Mark Behrens, has started to uncover several structural issues. Mark has verbally informed Wayne Edwards of these issues, but at this point it is important that we also bring you into the conversation.

On November 29-30, Chris Wolfgram, our in-house AWS Certified Welding Inspector, was on site to inspect the condition of the tanks and noted several examples of porosity, skips in welds, advanced corrosion, pitting and rust through. Issues are present in both tanks but the primary concerns are in the lime reactor. There are numerous signs of deterioration and corrosion. Additionally, in their current state, these areas will not pass holiday detection tests and cannot be warranted. Several of the areas are continuing to leak moisture and at a minimum will require re-blasting.

Some examples are as follows:



Advanced corrosion prior and post blasting.



Skips in welds.



Porosity in overlapping seams.



Rust through.



Pitting.



As required in the construction documents, now that we have uncovered these conditions, we are making you aware of our concerns and asking that you review them and determine the next course of action. Once you have had an opportunity to review and discuss them with the owner please let us know your conclusions and next steps you would like us to take.

These photos represent a portion of what was discovered. Additional photos are attached for your review. Should you have any questions or require additional information please let us know. We would be happy to discuss.

Best regards,



Kevin Fitch
Estimator/Project Manager

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7055
F: (651) 452-0598

www.tmicoatings.com



TMI COATINGS

Best regards,



Kevin Fitch
TMI Coatings, Inc.

Breakdown of TMI labor costs

		Who	Man Hours	Supt Hours
28-Nov	Started Blasting. Discovered welding issues			
29-Nov	MB showed issues to Wayne			
30-Nov	More weld issues discovered			
	CW on site to inspect	CW		6.5
1-Dec	Notified Eng. (Doug) of issues			
2-Dec	Uncovered more issues			
	Started priming. Had to skip areas in need of repair			
4-Dec	Finished blasting reactor tank			
8-Dec	Marked welds in need of repair	MB		3
	Got ok from Eng. to make repairs			
9-Dec	Met welder for walkthru	MB		1
12-Dec	Met welders (2) for walkthru	MB		2
14-Dec	Welders on site to make repairs			
	pulled some equipment to give welders access	MB		2
16-Dec	Welders finished			
18-Dec	Grind welds to prep for paint	Crew	27	8
19-Dec	More grinding of welds	Crew	13.5	4.5
	Total hours		40.5	27
	Hourly rate		\$ 135.00	\$ 168.00
			\$5,467.50	\$ 4,536.00

↑ includes 15% mark-up
since refusing to provide
certified payroll

TMI COST = \$5467.50

Action Weld and Supply, LLC
 PO BOX 432
 Elkhorn, WI 53121 US
 +1 2627458839
 cr769@hotmail.com

Invoice



BILL TO
TMI Coatings Inc 3291 Terminal Dr. St. Paul

SHIP TO
TMI Coatings Inc 3291 Terminal Dr. St. Paul

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
238533	12/17/2023	\$6,112.39	12/18/2023	Net 30	

SHIP DATE
12/16/2023

P.O. NUMBER
Verbal AL

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/14/2023	Welding repair	labor to set up	0.75	90.00	67.50T
12/14/2023	Welding repair	repair corroded areas marked	16.50	125.00	2,062.50T
12/15/2023	Welding repair	labor o set up	0.75	90.00	67.50T
12/15/2023	Welding repair	repair corroded areas marked	14	125.00	1,750.00T
12/16/2023	Welding repair	repair corroded areas marked (overtime premium hourly rate)	10	175.00	1,750.00T
12/16/2023	Services	misc. materials and consumables		96.23	96.23T
ACTION WELD & SUPPLY LLC					
SUBTOTAL					5,793.73
TAX					318.66
TOTAL					6,112.39
BALANCE DUE					\$6,112.39

5%
MARK-UP

305.62

6418.01

WHITE CAP®

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

BRANCH ADDRESS
685 - WC MILWAUKEE WI (BW)
(262) 785-4646
2880 S 171ST ST
NEW BERLIN WI 53151
WAUKESHA

INVOICE

INVOICE NUMBER
50024995717
INVOICE DATE
01/02/2024
CUSTOMER PO NUMBER
WILLIAMS BAY WATER DEPT

TO VIEW AND PAY ONLINE GO TO:
<http://whitecap.billtrust.com>
ENROLLMENT TOKEN:
WFP GVM MBZ

SOLD TO: 155149000

TERRITORY:
SHIP TO: 10004783026

MAKE CHECKS PAYABLE TO:
White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852

TMI COATINGS INC
3291 TERMINAL DR
EAGAN MN 55121

WILLIAMS BAY WATER DEPT.
155 ELKHORN ROAD
WILLIAMS BAY WATER DEPT.
WILLIAMS BAY WI 53191

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
12/28/2023	56926892	AL TRENARY	QUINN, ZACHARY	QUINN, ZACHARY J				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
685	10004783026	NET 10TH PROX	O. WILL CALL	WILLIAMS BAY				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 27697643 SHIPPING NOTES: SITE CONTACT MARK 920-222-3933 *****	1	0	0	1	0.00	
1	438431201	20OZ SAUSAGE SIKAFLEX 1A WHITE URETHANE SEALANT SIKA	20	14.00 EA	0	20	280.00	14.00
2	438431241	10OZ TUBE SIKAFLEX 1A WHITE URETHANE SEALANT 24/BOX SIKA	30	8.00 EA	0	30	240.00	12.00
			ACCT # 1-3410 JOB # 7538 MATCHES PO Y OR N (AP TO INITIAL) PO # ACKN EXT CKD OK TO PAY AT					
The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com Pay your invoices online by visiting: https://whitecap.billtrust.com Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.								

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complete terms and conditions.

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SIGNATURE COPY ON FILE

TOTAL GROSS	520.00
TOTAL TAX	26.00
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	546.00

Page 1 of 1

SEALANT
COST = \$546.00

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-37-24**

**A RESOLUTION AUTHORIZING BAXTER & WOODMAN WORK ORDER
VILLAGE HALL SITE CELL TOWER ALTA SURVEY**

WHEREAS, Village Engineer Baxter & Woodman provided the attached Work Order 2326270.00 for creating an ALTA Land Title Survey of the Village Hall Property for the proposed cell tower location (“Work Order”); and

WHEREAS, The proposed Work Order is to prepare an Alta Survey of the Village-owned parcel that is the proposed location for the installation of a new communications tower to relocate existing carriers from Village water towers and add new carrier Verizon to expand cell coverage and services available to residents and others in the Village; and

WHEREAS, Work Order scope includes: (1.) Project Management; (2) Review Feasibility Options; (3); Alta Survey; and (4) Lease Area Recommendations which in lump sum total will be \$18,800; and

WHEREAS, on June 5, 2024, the Village Finance & Personnel Committee recommended approval for funding the Work Order utilizing General Fund Contingency; and

WHEREAS, on June 17, 2024, the Village of Williams Village Board, as recommended by the Finance & Personnel Committee, has determined that it is in the best interests of the Village and its residents to authorize the Work Order.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, County of Walworth, State of Wisconsin, do hereby ordain as follows:

Section I: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section II: Approval. The President and Board of Trustees hereby approves the recommended work order, therefore.

Approved by the Village Board of the Village of Williams Bay this 17th day of June 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

**VILLAGE OF WILLIAMS BAY, WISCONSIN
ALTA SURVEY – PARCEL WWUP 00021A
ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 2326270.00

Project Description:

Preparation of a feasibility study for possible lease areas on Parcel WWUP 00021A and a legal survey in accordance with the minimum standard detail requirements for Association/National Society of Professional Surveyors (ALTA/NSPS) Land Title Survey, effective February 23, 2021; see Exhibit A. The Project also includes engineering assistance with the cell carriers.

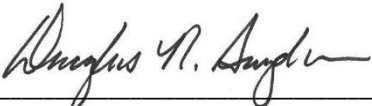
Engineering Services:

Specific Engineering services are described in the Master Engineering Services Agreement between the Owner and Engineers dated October 16, 2017. A detailed scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B.

Compensation:

Compensation for the services will be in accordance with the Master Engineering Services Agreement dated October 16, 2017. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, a lump sum of **\$18,800**.

Submitted by: **Baxter & Woodman, Inc.**

By: 

Douglas R. Snyder, P.E.

Title: Vice President

Date: March 27, 2024

Approved: **Village of Williams Bay, WI**

By: _____

William B. Duncan

Title: President

Date: _____

Attest: _____

Tina Kolls, Clerk

Additional Comments: None.

Project Background and Description

The goal is to locate a minimum 150-foot square area on Parcel WWUP 00021A suitable for lease for a self-supported antenna structure for multiple cell carriers. Below is a snip of the general location for the structure; a more detailed location of the available sites is part of scope. There are several utilities on this parcel including gas, electric, WalCoMet force main, Village water main, and Village gravity sewer.



Scope of Services

The Project includes the preparation of a feasibility study for possible lease areas on Parcel WWUP 00021A and a legal survey in accordance with the minimum standard detail requirements for Association/National Society of Professional Surveyors (ALTA/NSPS) Land Title Survey, effective February 23, 2021; see Exhibit A. The following tasks are necessary to complete this Project:

-
1. PROJECT MANAGEMENT - Plan, schedule, and control the activities that must be performed to complete the Project.
 2. REVIEW FEASIBLE OPTIONS - Prepare a concept plan with an opinion of probable cost of developing possible 150' x 150' lease locations. These locations will depend on existing utilities, geographic features, property boundaries, and determined by record information, field locates and GPS verification.
 3. ALTA SURVEY - Perform a legal and topographic survey of all natural and man-made above ground features on Parcel WWUP 00021A, including:
 - A. Calling Digger's Hotline to locate the existing utilities.
 - B. Downloading survey data and generate topographic site plan drawing in AutoCAD file format. Furnish electronic pdf file copy of the topographic site plan.
 - C. Preparing an American Land Title Association/National Society of Professional Surveyors (ALTA/NSPS) Land Title Survey for the subject property. The survey shall be in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, see Exhibit B, with Items #1, 2, 3, 4, 7(a), 8, 9, 11, 13 of Table A.
 - D. Providing three copies of the ALTA/NSPS Land Title Survey, signed and sealed by a Licensed Professional Land Surveyor and an electronic pdf file copy.
 - E. Obtaining title commitments for the parcel.
 - F. Showing rights-of-way, boundary lines, section, and quarter section lines.
 - G. Showing all found monumentation and description of each corner.
 - H. Set/establish any missing boundary corner monuments.
 - I. Providing legal description of the property, as furnished by the client.
 - J. Providing the address of the property.
 - K. Providing the flood zone classification and the flood plain depicted by graphic plotting from the FEMA flood mapping. Also, provide the floodway boundary on the plat as per the FEMA mapping.
 - L. Providing the land area of the property.
 - M. Providing the dimensions of all buildings on the property.
 - N. Showing all features observed and surveyed on the property.
 - O. Showing the type of parking spaces (regular, handicap, etc.) on the property.
 - P. Showing the location of the existing utilities on or adjacent to the property, including sanitary, storm water, gas, electric, phone, cable, etc. Identify either above or below ground.
 - Q. Labeling the names of adjoining property owners according to current tax records.
 4. LEASE AREA RECOMMENDATION - Provide a legal survey with a legal description of the recommended lease area.

**MINIMUM STANDARD DETAIL REQUIREMENTS FOR
ALTA/NSPS LAND TITLE SURVEYS**
(Effective February 23, 2021)

EXHIBIT A

1. Purpose - Members of the American Land Title Association® (ALTA) have specific needs, unique to title insurance matters, when asked to insure title to land without exception as to the many matters which might be discoverable from survey and inspection, and which are not evidenced by the public records.

For a survey of real property, and the plat, map or record of such survey, to be acceptable to a title insurance company for the purpose of insuring title to said real property free and clear of survey matters (except those matters disclosed by the survey and indicated on the plat or map), certain specific and pertinent information must be presented for the distinct and clear understanding between the insured, the client (if different from the insured), the title insurance company (insurer), the lender, and the surveyor professionally responsible for the survey.

In order to meet such needs, clients, insurers, insureds, and lenders are entitled to rely on surveyors to conduct surveys and prepare associated plats or maps that are of a professional quality and appropriately uniform, complete, and accurate. To that end, and in the interests of the general public, the surveying profession, title insurers, and abstracters, the ALTA and the NSPS jointly promulgate the within details and criteria setting forth a minimum standard of performance for ALTA/NSPS Land Title Surveys. A complete 2021 ALTA/NSPS Land Title Survey includes:

- (i) the on-site fieldwork required pursuant to Section 5,
- (ii) the preparation of a plat or map pursuant to Section 6 showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor pursuant to Section 4,
- (iii) any information from Table A items requested by the client, and
- (iv) the certification outlined in Section 7.

2. Request for Survey - The client shall request the survey, or arrange for the survey to be requested, and shall provide a written authorization to proceed from the person or entity responsible for paying for the survey. Unless specifically authorized in writing by the insurer, the insurer shall not be responsible for any costs associated with the preparation of the survey. The request must specify that an **"ALTA/NSPS LAND TITLE SURVEY"** is required and which of the optional items listed in Table A, if any, are to be incorporated. Certain properties or interests in real properties may present issues outside those normally encountered on an ALTA/NSPS Land Title Survey (e.g., marinas, campgrounds, mobile home parks, easements, leases, mineral interests, other non-fee simple interests). The scope of work related to surveys of such properties or interests in real properties should be discussed with the client, lender, and insurer, and agreed upon in writing prior to commencing work on the survey. When required, the client shall secure permission for the surveyor to enter upon the property to be surveyed, adjoining properties, or offsite easements.

3. Surveying Standards and Standards of Care

- A. **Effective Date** - The 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys are effective February 23, 2021. As of that date, all previous versions of the Minimum Standard Detail Requirements for ALTA/ACSM or ALTA/NSPS Land Title Surveys are superseded by these standards.
- B. **Other Requirements and Standards of Practice** - Many states and some local jurisdictions have adopted statutes, administrative rules, and/or ordinances that set out standards regulating the practice of surveying within their jurisdictions. In addition to the standards set forth herein,



surveyors must also conduct their surveys in accordance with applicable jurisdictional survey requirements and standards of practice. Where conflicts between the standards set forth herein and any such jurisdictional requirements and standards of practice occur, the more stringent must apply.

- C. **The Normal Standard of Care** - Surveyors should recognize that there may be unwritten local, state, and/or regional standards of care defined by the practice of the “prudent surveyor” in those locales.
- D. **Boundary** - The boundary lines and corners of any property or interest in real property being surveyed (hereafter, the “surveyed property” or “property to be surveyed”) as part of an ALTA/NSPS Land Title Survey must be established and/or retraced in accordance with appropriate boundary law principles governed by the set of facts and evidence found in the course of performing the research and fieldwork.
- E. **Measurement Standards** - The following measurement standards address Relative Positional Precision for the monuments or witnesses marking the corners of the surveyed property.
 - i. “Relative Positional Precision” means the length of the semi-major axis, expressed in meters or feet, of the error ellipse representing the uncertainty in the position of the monument or witness marking any boundary corner of the surveyed property relative to the position of the monument or witness marking an immediately adjacent boundary corner of the surveyed property resulting from random errors in the measurements made in determining those positions at the 95 percent confidence level. Relative Positional Precision can be estimated by the results of a correctly weighted least squares adjustment of the survey. Alternatively, Relative Positional Precision can be estimated by the standard deviation of the distance between the monument or witness marking any boundary corner of the surveyed property and the monument or witness marking an immediately adjacent boundary corner of the surveyed property (called local accuracy) that can be computed using the full covariance matrix of the coordinate inverse between any given pair of points, understanding that Relative Positional Precision is based on the 95 percent confidence level, or approximately 2 standard deviations.
 - ii. Any boundary lines and corners established or retraced may have uncertainties in location resulting from (1) the availability, condition, history and integrity of reference or controlling monuments, (2) ambiguities in the record descriptions or plats of the surveyed property or its adjoiners, (3) occupation or possession lines as they may differ from the written title lines, or (4) Relative Positional Precision. Of these four sources of uncertainty, only Relative Positional Precision is controllable, although, due to the inherent errors in any measurement, it cannot be eliminated. The magnitude of the first three uncertainties can be projected based on evidence; Relative Positional Precision is estimated using statistical means (see Section 3.E.i. above and Section 3.E.v. below).
 - iii. The first three of these sources of uncertainty must be weighed as part of the evidence in the determination of where, in the surveyor’s opinion, the boundary lines and corners of the surveyed property should be located (see Section 3.D. above). Relative Positional Precision is a measure of how precisely the surveyor is able to monument and report those positions; it is not a substitute for the application of proper boundary law principles. A boundary corner or line may have a small Relative Positional Precision because the survey measurements were precise, yet still be in the wrong position (i.e., inaccurate) if it was established or retraced using faulty or improper application of boundary law principles.
 - iv. For any measurement technology or procedure used on an ALTA/NSPS Land Title Survey, the surveyor must (1) use appropriately trained personnel, (2) compensate for systematic errors, including those associated with instrument calibration, and (3) use appropriate error propagation and measurement design theory (selecting the proper instruments, geometric layouts, and field and computational procedures) to control random errors such that the maximum allowable Relative Positional Precision outlined in Section 3.E.v. below is not exceeded.



- v. The maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey is 2 cm (0.07 feet) plus 50 parts per million (based on the direct distance between the two corners being tested). It is recognized that in certain circumstances, the size or configuration of the surveyed property, or the relief, vegetation, or improvements on the surveyed property, will result in survey measurements for which the maximum allowable Relative Positional Precision may be exceeded in which case the reason shall be noted pursuant to Section 6.B.x. below.

4. Records Research - It is recognized that for the performance of an ALTA/NSPS Land Title Survey, the surveyor will be provided with appropriate and, when possible, legible data that can be relied upon in the preparation of the survey. In order to complete an ALTA/NSPS Land Title Survey, the surveyor must be provided with the following:

- A. The current record description of the real property to be surveyed or, in the case of an original survey prepared for purposes of locating and describing real property that has not been previously separately described in documents conveying an interest in the real property, the current record description of the parent parcel that contains the property to be surveyed;
- B. Complete copies of the most recent title commitment or, if a title commitment is not available, other title evidence satisfactory to the title insurer;
- C. The following documents from records established under state statutes for the purpose of imparting constructive notice of matters relating to real property (public records):
 - i. The current record descriptions of any adjoining to the property to be surveyed, except where such adjoining are lots in platted, recorded subdivisions;
 - ii. Any recorded easements benefitting the property to be surveyed; and
 - iii. Any recorded easements, servitudes, or covenants burdening the property to be surveyed; and
- D. If desired by the client, any unrecorded documents affecting the property to be surveyed and containing information to which the survey shall make reference.

Except, however, if the documents outlined in this section are not provided to the surveyor or if non-public or quasi-public documents are otherwise required to complete the survey, the surveyor must conduct that research which is required pursuant to the statutory or administrative requirements of the jurisdiction where the surveyed property is located and that research (if any) which is negotiated and outlined in the terms of the contract between the surveyor and the client.

5. Fieldwork - The survey must be performed on the ground (except as may be otherwise negotiated pursuant to Table A, Item 15 below). Except as related to the precision of the boundary, which is addressed in Section 3.E. above, features located during the fieldwork shall be located to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the surveyed property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) the existing use, if the planned use is not so reported. The fieldwork shall include the following:

A. Monuments

- i. The location, size, character, and type of any monuments found during the fieldwork.
- ii. The location, size, character, and type of any monuments set during the fieldwork, if item 1 of Table A was selected or if otherwise required by applicable jurisdictional requirements and/or standards of practice.
- iii. The location, description, and character of any lines that control the boundaries of the surveyed property.

B. Rights of Way and Access

- i. The distance from the appropriate corner or corners of the surveyed property to the nearest right of way line, if the surveyed property does not abut a right of way.
- ii. The name of any street, highway, or other public or private way abutting the surveyed property, together with the width of the travelled way and the location of each edge of the travelled way including on divided streets and highways. If the documents provided to or



obtained by the surveyor pursuant to Section 4 indicate no access from the surveyed property to the abutting street or highway, the width and location of the travelled way need not be located.

- iii. Visible evidence of physical access (e.g., curb cuts, driveways) to any abutting streets, highways, or other public or private ways.
- iv. The location and character of vehicular, pedestrian, or other forms of access by other than the apparent occupants of the surveyed property to or across the surveyed property observed in the process of conducting the fieldwork (e.g., driveways, alleys, private roads, railroads, railroad sidings and spurs, sidewalks, footpaths).
- v. Without expressing a legal opinion as to ownership or nature, the location and extent of any potentially encroaching driveways, alleys, and other ways of access from adjoining properties onto the surveyed property observed in the process of conducting the fieldwork.
- vi. Where documentation of the location of any street, road, or highway right of way abutting, on, or crossing the surveyed property was not disclosed in documents provided to or obtained by the surveyor, or was not otherwise available from the controlling jurisdiction (see Section 6.C.iv. below), the evidence and location of parcel corners on the same side of the street as the surveyed property recovered in the process of conducting the fieldwork which may indicate the location of such right of way lines (e.g., lines of occupation, survey monuments).
- vii. Evidence of access to and from waters adjoining the surveyed property observed in the process of conducting the fieldwork (e.g., paths, boat slips, launches, piers, docks).

C. Lines of Possession and Improvements along the Boundaries

- i. The character and location of evidence of possession or occupation along the perimeter of the surveyed property, both by the occupants of the surveyed property and by adjoining, observed in the process of conducting the fieldwork.
- ii. Unless physical access is restricted, the character and location of all walls, buildings, fences, and other improvements within five feet of each side of the boundary lines observed in the process of conducting the fieldwork (see Section 5.E.iv. regarding utility poles). Trees, bushes, shrubs, and other vegetation need not be located other than as specified in the contract, unless they are deemed by the surveyor to be evidence of possession or occupation pursuant to Section 5.C.i.
- iii. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the evidence, location, and extent of potentially encroaching structural appurtenances and projections observed in the process of conducting the fieldwork (e.g., fire escapes, bay windows, windows and doors that open out, flue pipes, stoops, eaves, cornices, areaways, steps, trim) by or onto adjoining property, or onto rights of way, easements, or setback lines disclosed in documents provided to or obtained by the surveyor.

D. Buildings

The location of buildings on the surveyed property observed in the process of conducting the fieldwork.

E. Easements and Servitudes

- i. Evidence of any easements or servitudes burdening the surveyed property as disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4 and observed in the process of conducting the fieldwork.
- ii. Evidence of easements, servitudes, or other uses by other than the apparent occupants of the surveyed property not disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4, but observed in the process of conducting the fieldwork if they are on or across the surveyed property (e.g., roads, drives, sidewalks, paths and other ways of access, utility service lines, utility locate markings (including the source of the markings, with a note if unknown), water courses, ditches, drains, telephone lines, fiber optic lines, electric lines, water lines, sewer lines, oil pipelines, gas pipelines).
- iii. Surface indications of underground easements or servitudes on or across the surveyed property observed in the process of conducting the fieldwork (e.g., utility cuts, vent pipes,



filler pipes, utility locate markings (including the source of the markings, with a note if unknown)).

- iv. Evidence on or above the surface of the surveyed property observed in the process of conducting the fieldwork, which evidence may indicate utilities located on, over, or beneath the surveyed property. Examples of such evidence include pipeline markers, utility locate markings (including the source of the markings, with a note if unknown), manholes, valves, meters, transformers, pedestals, clean-outs, overhead lines, guy wires, and utility poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the extent of all encroaching utility pole crossmembers or overhangs.

F. Cemeteries

As accurately as the evidence permits, the perimeter of cemeteries and burial grounds, and the location of isolated gravesites not within a cemetery or burial ground, (i) disclosed in the documents provided to or obtained by the surveyor, or (ii) observed in the process of conducting the fieldwork.

G. Water Features

- i. The location of springs, ponds, lakes, streams, rivers, canals, ditches, marshes, and swamps on, running through, or outside, but within five feet of, the perimeter boundary of the surveyed property and observed during the process of conducting the fieldwork.
- ii. The location of any water feature forming a boundary of the surveyed property. The attribute(s) of the water feature located (e.g., top of bank, edge of water, high water mark) should be congruent with the boundary as described in the record description or, in the case of an original survey, in the new description (see Section 6.B.vi. below).

6. Plat or Map - A plat or map of an ALTA/NSPS Land Title Survey shall show the following information. Where dimensioning is appropriate, dimensions shall be annotated to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the surveyed property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) existing use, if the planned use is not so reported.

A. Field Locations. The evidence and locations gathered, and the monuments and lines located during the fieldwork pursuant to Section 5 above, with accompanying notes if deemed necessary by the surveyor or as otherwise required as specified below.

B. Boundary, Descriptions, Dimensions, and Closures

- i. (a) The current record description of the surveyed property, or
(b) In the case of an original survey, the current record document number of the parent tract that contains the surveyed property.
- ii. Any new description of the surveyed property that was prepared in conjunction with the survey, including a statement explaining why the new description was prepared. Except in the case of an original survey, preparation of a new description should be avoided unless deemed necessary or appropriate by the surveyor and insurer. Preparation of a new description should also generally be avoided when the record description is a lot or block in a platted, recorded subdivision. Except in the case of an original survey, if a new description is prepared, a note must be provided stating (a) that the new description describes the same real estate as the record description or, (b) if it does not, how the new description differs from the record description.
- iii. The point of beginning, the remote point of beginning or point of commencement (if applicable) and all distances and directions identified in the record description of the surveyed property (and in the new description, if one was prepared). Where a measured or calculated dimension differs from the record by an amount deemed significant by the surveyor, such dimension must be shown in addition to, and differentiated from, the corresponding record dimension. All dimensions shown on the survey and contained in any new description must be horizontal ground dimensions unless otherwise noted.



- iv. The direction, distance, and curve data necessary to compute a mathematical closure of the surveyed boundary. A note if the record description does not mathematically close. The basis of bearings and, where it differs from the record basis, the difference.
 - v. The remainder of any recorded lot or existing parcel, when the surveyed property is composed of only a portion of such lot or parcel, shall be graphically depicted. Such remainder need not be included as part of the actual survey, except to the extent necessary to locate the lines and corners of the surveyed property, and it need not be fully dimensioned or drawn at the same scale as the surveyed property.
 - vi. When the surveyed property includes a title line defined by a water boundary, a note on the face of the plat or map noting the date the boundary was measured, which attribute(s) of the water feature was/were located, and the caveat that the boundary is subject to change due to natural causes and that it may or may not represent the actual location of the limit of title. When the surveyor is aware of natural or artificial realignments or changes in such boundaries, the extent of those changes and facts shall be shown or explained.
 - vii. The relationship of the boundaries of the surveyed property to its adjoiners (e.g., contiguity, gaps, overlaps) where ascertainable from documents provided to or obtained by the surveyor pursuant to Section 4 and/or from field evidence gathered during the process of conducting the fieldwork. If the surveyed property is composed of multiple parcels, the extent of any gaps or overlaps between those parcels must be identified. Where gaps or overlaps are identified, the surveyor must, prior to or upon delivery of the final plat or map, disclose this to the insurer and client.
 - viii. When, in the opinion of the surveyor, the results of the survey differ significantly from the record, or if a fundamental decision related to the boundary resolution is not clearly reflected on the plat or map, the surveyor must explain this information with notes on the face of the plat or map.
 - ix. The location of buildings on the surveyed property dimensioned perpendicular to those perimeter boundary lines that the surveyor deems appropriate (i.e., where potentially impacted by a setback line) and/or as requested by the client, lender or insurer.
 - x. A note on the face of the plat or map explaining the site conditions that resulted in a Relative Positional Precision that exceeds the maximum allowed pursuant to Section 3.E.v.
 - xi. A note on the face of the plat or map identifying areas, if any, on the boundaries of the surveyed property, to which physical access within five feet was restricted (see Section 5.C.ii.).
 - xii. A note on the face of the plat or map identifying the source of the title commitment or other title evidence provided pursuant to Section 4, and the effective date and the name of the insurer of same.
- C. Easements, Servitudes, Rights of Way, Access, and Documents**
- i. The location, width, and recording information of all plottable rights of way, easements, and servitudes burdening and benefitting the surveyed property, as evidenced by documents provided to or obtained by the surveyor pursuant to Section 4.
 - ii. A summary of all rights of way, easements, and other survey-related matters burdening the surveyed property and identified in the title evidence provided to or obtained by the surveyor pursuant to Section 4. Such summary must include the record information of each such right of way, easement, or other survey-related matter, a statement indicating whether it lies within or crosses the surveyed property, and a related note if:
 - (a) its location is shown;
 - (b) its location cannot be determined from the record document;
 - (c) there was no observed evidence at the time of the fieldwork;
 - (d) it is a blanket easement;
 - (e) it is not on, does not touch, and/or – based on the description contained in the record document – does not affect, the surveyed property;
 - (f) it limits access to an otherwise abutting right of way;



- (g) the documents are illegible; or
- (h) the surveyor has information indicating that it may have been released or otherwise terminated.

In cases where the surveyed property is composed of multiple parcels, indicate which of such parcels the various rights of way, easements, and other survey-related matters cross or touch.

- iii. A note if no physical access to an abutting street, highway, or other public or private way was observed in the process of conducting the fieldwork.
- iv. The locations and widths of rights of way abutting or crossing the surveyed property and the source of such information (a) where available from the controlling jurisdiction, or (b) where disclosed in documents provided to or obtained by the surveyor pursuant to Section 4.
- v. The identifying titles of all recorded plats, filed maps, right of way maps, or similar documents that the survey represents, wholly or in part, with their recording or filing data.
- vi. For non-platted adjoining land, recording data and, where available, tax parcel number, identifying adjoining tracts according to current public records. For platted adjoining land, the recording data of the subdivision plat.
- vii. Platted setback or building restriction lines that appear on recorded subdivision plats or that were disclosed in documents provided to, or obtained by, the surveyor.
- viii. If in the process of preparing the survey the surveyor becomes aware of a recorded easement not otherwise listed in the title evidence provided, the surveyor must advise the insurer prior to delivery of the plat or map and, unless the insurer provides evidence of a release of that easement, show or otherwise explain it on the face of the plat or map, with a note that the insurer has been advised.

D. Presentation

- i. The plat or map must be drawn on a sheet of not less than 8 ½ by 11 inches in size at a legible, standard engineering scale, with that scale clearly indicated in words or numbers and with a graphic scale.
- ii. The plat or map must include:
 - (a) The boundary of the surveyed property drawn in a manner that distinguishes it from other lines on the plat or map.
 - (b) If no buildings were observed on the surveyed property in the process of conducting the fieldwork, a note stating “*No buildings observed.*”
 - (c) A north arrow (with north to the top of the drawing when practicable).
 - (d) A legend of symbols and abbreviations.
 - (e) A vicinity map showing the surveyed property in reference to nearby highway(s) or major street intersection(s).
 - (f) Supplementary or detail diagrams when necessary.
 - (g) Notes explaining any modifications to Table A items and the nature of any additional Table A items (e.g., 20(a), 20(b), 20(c)) that were negotiated between the surveyor and client.
 - (h) The surveyor’s project number (if any), and the name, registration or license number, signature, seal, street address, telephone number, company website, and email address (if any) of the surveyor who performed the survey.
 - (i) The date(s) of any revisions made by the surveyor who performed the survey.
 - (j) Sheet numbers where the plat or map is composed of more than one sheet.
 - (k) The caption “ALTA/NSPS Land Title Survey.”
- iii. When recordation or filing of a plat or map is required by state statutes or local ordinances, such plat or map shall be produced in the required form.



7. Certification - The plat or map of an ALTA/NSPS Land Title Survey must bear only the following unaltered certification except as may be required pursuant to Section 3.B. above:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _____ of Table A thereof. The fieldwork was completed on _____ [date].

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

8. Deliverables - The surveyor shall furnish copies of the plat or map of survey to the insurer and client and as otherwise negotiated with the client. Hard copies shall be on durable and dimensionally stable material of a quality standard acceptable to the insurer. A digital image of the plat or map may be provided in addition to, or in lieu of, hard copies pursuant to the terms of the contract. If the surveyor is required to record or file a plat or map pursuant to state statute or local ordinance it shall be so recorded or filed.



TABLE A
OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. _____ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. _____ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3. _____ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. _____ Gross land area (and other areas if specified by the client).
5. _____ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.
6. _____ (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.
_____ (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.
7. _____ (a) Exterior dimensions of all buildings at ground level.
_____ (b) Square footage of:
_____ (1) exterior footprint of all buildings at ground level.
_____ (2) other areas as specified by the client.
_____ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8. _____ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. _____ Number and type (e.g., disabled, motorcycle, regular, and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots, and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.



10. _____ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.
11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
- _____ (a) plans and/or reports provided by client (with reference as to the sources of information)
- _____ (b) markings coordinated by the surveyor pursuant to a private utility locate request.
- Note to the client, insurer, and lender – With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.*
12. _____ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.
13. _____ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
14. _____ As specified by the client, distance to the nearest intersecting street.
15. _____ Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.
16. _____ Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
17. _____ Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
18. _____ Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.
19. _____ Professional liability insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.
20. _____

Adopted by the American Land Title Association on October 1, 2020. More at: www.alta.org.
Adopted by the National Society of Professional Surveyors on October 30, 2020. More at: www.nspss.us.com.



Village of Williams Bay, Wisconsin
Alta Survey – Parcel WWUP 00021A
Engineering Services
Work Order 2326270.00

Attachment B

MANPOWER REQUIREMENTS AND COSTS SUMMARY

<u>Task</u>	<u>Employee Class</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Labor Cost</u>
Administration & Meetings	Land Surveyor	\$ 195	6	\$ 1,170
	Vice President	\$ 250	12	\$ 3,000
Property Research	Land Surveyor	\$ 195	4	\$ 780
	Engineering Technician	\$ 100	16	\$ 1,600
Land Boundary Survey	Land Surveyor	\$ 195	20	\$ 3,900
	Engineering Technician	\$ 100	20	\$ 2,000
Plat Preparation	Land Surveyor	\$ 195	16	\$ 3,120
	Engineerig Technician	\$ 100	6	\$ 600
	Cadd Operator	\$ 135	16	\$ 2,160
Subtotal			116	\$ 18,330
Expenses		<u>Rate</u>	<u>Units</u>	
	Mileage	\$ 0.670	200	\$ 134
	Obtain Recording Documents			\$ 250
Total Estimated Fees				\$ 18,714
USE				\$ 18,800

RESOLUTION NO. R-35-24

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$2,026,050 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

WHEREAS, the Village of Williams Bay, Walworth County, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 5643-01 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2023-0508 and dated October 2, 2023 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$2,026,050 Sewerage System Revenue Bonds, Series 2024, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Village Board, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality pursuant to Section 9 appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the Village of Williams Bay, Walworth County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(p) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date; and

(q) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$2,026,050; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the President and Village Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2024" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.145% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2024 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the President and Village Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the

registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Bonds and Parity Bonds, certain funds of the System are hereby created and established which shall be used solely for the following respective purposes:

- (a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.
- (c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds as the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.
- (d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred

monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein; and
- (c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with future Parity Bonds.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CWFP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the

Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$2,026,050 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFP Project Fund." The Sewerage System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction

in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: June 17, 2024

Approved: June 17, 2024

William Duncan
President

Attest:

Tina Kolls
Village Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
WALWORTH
VILLAGE OF WILLIAMS BAY

REGISTERED
\$ _____
COUNTY

SEWERAGE SYSTEM REVENUE BOND, SERIES 2024

Final
Maturity Date

May 1, 2044

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the Village of Williams Bay, Walworth County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2026 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.145% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2024.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2026 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 145/1000ths percent (2.145%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted June 17, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$2,026,050 Sewerage System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Sewerage System of the Municipality (the "Utility"). This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its President and Village Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF WILLIAMS BAY,
WISCONSIN

(SEAL)

By: _____
William Duncan
President

By: _____
Tina Kolls
Village Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$2,026,050

VILLAGE OF WILLIAMS BAY, WISCONSIN
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2026	\$87,500.85
May 1, 2027	89,377.74
May 1, 2028	91,294.90
May 1, 2029	93,253.17
May 1, 2030	95,253.45
May 1, 2031	97,296.64
May 1, 2032	99,383.65
May 1, 2033	101,515.43
May 1, 2034	103,692.94
May 1, 2035	105,917.15
May 1, 2036	108,189.07
May 1, 2037	110,509.73
May 1, 2038	112,880.16
May 1, 2039	115,301.44
May 1, 2040	117,774.66
May 1, 2041	120,300.93
May 1, 2042	122,881.38
May 1, 2043	125,517.18
May 1, 2044	128,209.53

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Clean Water Fund Program
Form 8700-214 rev 04/24

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

VILLAGE OF WILLIAMS BAY

\$2,026,050

FINANCIAL ASSISTANCE AGREEMENT

Dated as of July 10, 2024

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

Municipal Identification No. 64192
Clean Water Fund Program Project No. 5643-01

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EXHIBIT F	PROJECT MANAGER SUMMARY PAGE

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated July 10, 2024, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Statute"), and the Village of Williams Bay, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality for repayment of the Loan; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports, and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the Federal Water Pollution Control Act, 33 U.S. Code §§1250 et seq., as amended.

"American Iron and Steel" means the requirements contained in section 608 of the Act.

"Application" means the written application of the Municipality dated October 2, 2023, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to the Statute, and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the CWFP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table with columns for inserting the following information:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means the Village of Williams Bay, a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Costs eligible for CWFP financing.

"Parity Obligations" means any obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2023-0508, approved by DNR on October 2, 2023, as the same may be amended or modified from time to time in accordance with this FAA.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered,

specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CWFP Project No. 5643-01 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWFP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 110, NR 150, NR 151, NR 162, and NR 216, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to ss. 281.59 and 281.61, Wis. Stats.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance (or other legislative enactments) meeting the requirements of the Regulations and enacted and enforced in each jurisdiction served by the Project.

"Sewerage System" means the entire sewerage system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, and disposal of domestic and industrial sewerage and waste.

"State" means the State of Wisconsin.

"Statute" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.07, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to a User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the making of the Loan to the Municipality to undertake and complete the Project.
- (b) The CWFP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the CWFP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the CWFP under the terms and conditions of this FAA.
- (e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the CWFP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the CWFP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the CWFP, or, to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a village under ch. 61, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$2,026,050 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality, any basis therefor:

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
- (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
- (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or
- (4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving

of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued, legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.58(7), Wis. Stats., for financing from the CWFP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Loan made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Bonds shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel

Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, or the SDWLP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is May 16, 2025.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by deducting those amounts from any State payments due the Municipality. State aids information is available on: the Wisconsin Department of Revenue's website at <https://www.revenue.wi.gov/Pages/Report/Shared-Revenue-Estimates.aspx>, and the Wisconsin Department of Transportation's website at <https://wisconsin.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/gta.aspx>.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Sewerage System or, in the case of a joint utility system, to bill the users of the Municipality's Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses

- (a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$2,026,050. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.
- (b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.
- (c) The Loan shall bear interest at the rate of two and 145/1000ths percent (2.145%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed from the date of disbursement until the date such amounts are repaid.
- (d) The Department of Administration shall maintain a Loan Disbursement Table on its website <http://eif.doa.wi.gov/start.asp> [eif.doa.wi.gov]. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.
- (e) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Loan.
- (f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on July 10, 2024. It is understood that the actual amounts of the Municipality's Loan payments shall be based on the actual dates and amounts of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that, if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Loan is also secured as provided in Section 3.08 hereof.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

- (a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and
- (b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.
- (b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Loan with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Financial Assistance

- (a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.
- (b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality.
- (c) The CWFP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Financial Assistance is not yet fully disbursed, and CWFP funds were previously disbursed for costs not eligible for CWFP funding or not eligible under this FAA, the CWFP shall make necessary adjustments to future disbursements.
 - (2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for CWFP funding or not eligible under this FAA, the Municipality agrees to repay to

the CWFP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The CWFP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable federal requirements (certification must be as prescribed on Exhibit C); and

(4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures. It states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.07. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, if the Loan has not been fully disbursed, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date this FAA was executed; or immediately terminate this FAA and disburse no additional funds.

(3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.

(5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Loan In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Loan hereunder, the Municipality hereby pledges the revenue to be derived from the Municipality's Sewerage System (which is a dedicated source of revenue); and

(b) the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System or other revenues pledged under Section 3.08(a) above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of the Loan.

In the event the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

(1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;

(2) complete and deliver to DNR the completed Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;

(3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA;

(4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project; and

(5) submit to DNR a completed Operation and Maintenance Manual Certification Checklist form to be provided by DNR or obtained from DNR's website.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Loan amount, the CWFP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

(b) In the event the Loan proceeds are not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Loan proceeds, and shall not be entitled to any reimbursement therefor from the CWFP, or the owners of any Bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the CWFP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely to Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit.

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Sewerage System or Project, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

(c) The Municipality shall establish an equipment replacement fund according to s. NR 162.07, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System, or for unexpected, unbudgeted costs incurred for continuing effective operations of the Sewerage System. Annual deposits, if needed, shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the CWFP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Loan proceeds shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Loan; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs shall be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws, the Statute, and the Regulations in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.07, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Sewerage System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Sewerage System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Sewerage System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for

employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Loan. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement made under the Loan to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Statute and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment.

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and

(4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.23. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel.

Section 5.24. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. If the Municipality is required to submit a Federal Single Audit, without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
CLEAN WATER FUND PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-229
- (d) VILLAGE OF WILLIAMS BAY
250 WILLIAMS STREET
WILLIAMS BAY WI 53191

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional loans for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the CWFP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the CWFP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate financial assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan
Village President

Attest: _____
Tina Kolls
Village Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET

VILLAGE OF WILLIAMS BAY
CWF Project No. 5643-01

	Total Project Costs	CWFP Total Award Amount for this Project
Force Account	0	0
Interim Financing	0	0
Preliminary Engineering	60,800	60,800
Land or Easement Acquisition	0	0
Engineering/Construction Mgmt.	31,900	31,900
Construction/Equipment	1,827,000	1,827,000
Contingency	91,350	91,350
Miscellaneous Costs	5,000	5,000
Closing Costs	10,000	10,000
TOTAL	\$2,026,050	\$2,026,050

Williams Bay, Wisconsin**Exhibit B**

Project 5643-01 Clean Water Fund Program

Loan Closing Date:

July 10, 2024

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-Nov-24	0.00	2.145%	13,399.79	13,399.79	0.00	13,399.79
1-May-25	0.00	2.145%	21,729.39	21,729.39	35,129.18	0.00
1-Nov-25	0.00	2.145%	21,729.39	21,729.39	0.00	43,458.78
1-May-26	87,500.85	2.145%	21,729.39	109,230.24	130,959.63	0.00
1-Nov-26	0.00	2.145%	20,790.94	20,790.94	0.00	130,021.18
1-May-27	89,377.74	2.145%	20,790.94	110,168.68	130,959.62	0.00
1-Nov-27	0.00	2.145%	19,832.36	19,832.36	0.00	130,001.04
1-May-28	91,294.90	2.145%	19,832.36	111,127.26	130,959.62	0.00
1-Nov-28	0.00	2.145%	18,853.23	18,853.23	0.00	129,980.49
1-May-29	93,253.17	2.145%	18,853.23	112,106.40	130,959.63	0.00
1-Nov-29	0.00	2.145%	17,853.09	17,853.09	0.00	129,959.49
1-May-30	95,253.45	2.145%	17,853.09	113,106.54	130,959.63	0.00
1-Nov-30	0.00	2.145%	16,831.49	16,831.49	0.00	129,938.03
1-May-31	97,296.64	2.145%	16,831.49	114,128.13	130,959.62	0.00
1-Nov-31	0.00	2.145%	15,787.99	15,787.99	0.00	129,916.12
1-May-32	99,383.65	2.145%	15,787.99	115,171.64	130,959.63	0.00
1-Nov-32	0.00	2.145%	14,722.10	14,722.10	0.00	129,893.74
1-May-33	101,515.43	2.145%	14,722.10	116,237.53	130,959.63	0.00
1-Nov-33	0.00	2.145%	13,633.34	13,633.34	0.00	129,870.87
1-May-34	103,692.94	2.145%	13,633.34	117,326.28	130,959.62	0.00
1-Nov-34	0.00	2.145%	12,521.24	12,521.24	0.00	129,847.52
1-May-35	105,917.15	2.145%	12,521.24	118,438.39	130,959.63	0.00
1-Nov-35	0.00	2.145%	11,385.27	11,385.27	0.00	129,823.66
1-May-36	108,189.07	2.145%	11,385.27	119,574.34	130,959.61	0.00
1-Nov-36	0.00	2.145%	10,224.95	10,224.95	0.00	129,799.29
1-May-37	110,509.73	2.145%	10,224.95	120,734.68	130,959.63	0.00
1-Nov-37	0.00	2.145%	9,039.73	9,039.73	0.00	129,774.41
1-May-38	112,880.16	2.145%	9,039.73	121,919.89	130,959.62	0.00
1-Nov-38	0.00	2.145%	7,829.09	7,829.09	0.00	129,748.98
1-May-39	115,301.44	2.145%	7,829.09	123,130.53	130,959.62	0.00
1-Nov-39	0.00	2.145%	6,592.48	6,592.48	0.00	129,723.01
1-May-40	117,774.66	2.145%	6,592.48	124,367.14	130,959.62	0.00
1-Nov-40	0.00	2.145%	5,329.35	5,329.35	0.00	129,696.49
1-May-41	120,300.93	2.145%	5,329.35	125,630.28	130,959.63	0.00
1-Nov-41	0.00	2.145%	4,039.12	4,039.12	0.00	129,669.40
1-May-42	122,881.38	2.145%	4,039.12	126,920.50	130,959.62	0.00
1-Nov-42	0.00	2.145%	2,721.22	2,721.22	0.00	129,641.72
1-May-43	125,517.18	2.145%	2,721.22	128,238.40	130,959.62	0.00
1-Nov-43	0.00	2.145%	1,375.05	1,375.05	0.00	129,613.45
1-May-44	128,209.53	2.145%	1,375.05	129,584.58	130,959.63	129,584.58
Totals	2,026,050.00		497,312.04	2,523,362.04	2,523,362.04	2,523,362.04
Net Interest Rate				2.1450%		
Bond Years				23,184.7082		
Average Life				11.4433		

The above schedule assumes full disbursement of the loan on the loan closing date.

22-May-24 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at <http://eif.doa.wi.gov/>. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at <http://eif.doa.wi.gov/>.

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due
November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov. The first available staff will respond to your inquiry.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project
Completion and Closeout]**

The undersigned officials of the Village of Williams Bay (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5643-01 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 5643-01 has met the requirements for the use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.

EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Notice: This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the Department is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality Village of Williams Bay	Project Number 5643-01
Project Description Remodel Lift Station 3	

[illegible]

* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form	Email Address	Phone Number

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

VILLAGE OF WILLIAMS BAY
CWFP Project No. 5643-01

1. **Project Description:** This Project consists primarily of replacing the existing undersized sewage lift station and discharge force main. The existing station and force main will remain operational during the construction of the new station and discharge force main. The lift station will be installed by open cutting and dewatering. The force main will be installed by open cut installation in the right-of way of East Geneva Street.

Additionally, new mechanical and electrical equipment including submersible pumping equipment, station valves, metering, electric service, transfer switch, and emergency generator will be installed, as well as a new building to house the valves, metering, and electrical equipment. The Project is located on existing village property at Harris Road and existing village property on East Geneva Street.

2. **Ineligible Costs:** No ineligible costs were identified in the review of this Project. If the Department identifies ineligible costs as the Project progresses, the Department will notify the Municipality.
3. **Other Funding Sources:** No other funding sources are associated with this Project.
4. **Miscellaneous Costs:** As shown in the Project Budget Sheet (Exhibit A), CWFP funding in the amount of \$5,000 is included in the Miscellaneous category for legal services.
5. **Contingency Allowance:** The contingency allowance of \$91,350 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.
6. **Equipment Replacement Fund:** The Municipality shall establish an equipment replacement fund according to s. NR 162.07, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. Based on review of the equipment replacement fund information in the CWFP Application, the annual deposit is estimated at \$129,170.
7. **DBE Good Faith Effort:** The Municipality and Staab Construction Corporation made good faith efforts to meet DBE solicitation requirements during advertising and bidding by reaching out to several DBEs on the Unified Certification List and soliciting DBEs in their bid advertisements. No DBEs are expected to perform work on this Project.
8. **Green Project Reserve:** No GPR elements were identified during the review of this Project.
9. **American Iron and Steel:** This Project is subject to the use of American Iron and Steel (AIS) requirements of section 608 of the Act.

RESOLUTION NO. R-36-24

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$3,682,950 WATER SYSTEM REVENUE BONDS, SERIES 2024,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

WHEREAS, the Village of Williams Bay, Walworth County, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4938-04 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2023-0689 and dated March 7, 2024 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$3,682,950 Water System Revenue Bonds, Series 2024, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Village Board, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality pursuant to Section 9 appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the Village of Williams Bay, Walworth County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(p) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date; and

(q) "System" means the entire water system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature

now or hereafter owned by the Municipality for the extraction, collection, treatment, storage and distribution of water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such water system and including all appurtenances, contracts, leases, franchises, and other intangibles.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$3,682,950; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the President and Village Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water System Revenue Bonds, Series 2024" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.145% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2024 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the President and Village Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to

such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Bonds and Parity Bonds, certain funds of the System are hereby created and established which shall be used solely for the following respective purposes:

- (a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.
- (c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds as the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.
- (d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);

- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein; and
- (c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with future Parity Bonds.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount

which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$3,682,950 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to

enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: June 17, 2024

Approved: June 17, 2024

William Duncan
President

Attest:

Tina Kolls
Village Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
WALWORTH
VILLAGE OF WILLIAMS BAY

REGISTERED
\$ _____
COUNTY

WATER SYSTEM REVENUE BOND, SERIES 2024

Final
Maturity Date

May 1, 2044

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN
PROGRAM

FOR VALUE RECEIVED the Village of Williams Bay, Walworth County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2025 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.145% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2024.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2025 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 145/1000ths percent (2.145%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted June 17, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$3,682,950 Water System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its President and Village Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF WILLIAMS BAY,
WISCONSIN

(SEAL)

By: _____
William Duncan
President

By: _____
Tina Kolls
Village Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$3,682,950

VILLAGE OF WILLIAMS BAY, WISCONSIN
WATER SYSTEM REVENUE BONDS, SERIES 2024

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2025	\$149,401.86
May 1, 2026	152,606.53
May 1, 2027	155,879.94
May 1, 2028	159,223.57
May 1, 2029	162,638.91
May 1, 2030	166,127.52
May 1, 2031	169,690.95
May 1, 2032	173,330.82
May 1, 2033	177,048.77
May 1, 2034	180,846.47
May 1, 2035	184,725.62
May 1, 2036	188,687.99
May 1, 2037	192,735.35
May 1, 2038	196,869.52
May 1, 2039	201,092.37
May 1, 2040	205,405.80
May 1, 2041	209,811.76
May 1, 2042	214,312.22
May 1, 2043	218,909.21
May 1, 2044	223,604.82

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 04/24

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

VILLAGE OF WILLIAMS BAY

\$4,452,950 With up to \$860,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of July 10, 2024

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 64192
Safe Drinking Water Loan Program Project No. 4938-04

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EXHIBIT F	PROJECT MANAGER SUMMARY PAGE

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated July 10, 2024, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the Village of Williams Bay, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application, and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, for repayment of the Municipal Obligations; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports and Plans and Specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated July 10, 2023, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the SDWLP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,

- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means Village of Williams Bay, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parity Obligations" means any obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. W-2023-0689, approved by DNR on March 7, 2024, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of

principal forgiveness available for this Project as of the date of this FAA is \$860,000. The applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 25%.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned SDWLP Project No. 4938-04 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s) for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 151, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.61(5)(b), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.09 hereof.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water Rates" means a charge or system of charges levied on users of a water system for the user's proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or

affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2024 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a village under ch. 61, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$3,682,950 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
- (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
- (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality shall comply with and complete all requirements of DNR necessary to commence construction of the Project. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., and ch. NR 166, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the SDWLP, or the CWFP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is March 31, 2025.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the SDWLP by deducting those amounts from any State payments due the Municipality. State aids information is available on: the Wisconsin Department of Revenue's website at <https://www.revenue.wi.gov/Pages/Report/Shared-Revenue-Estimates.aspx>, and the Wisconsin Department of Transportation's website at <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/gta.aspx>.

The Municipality acknowledges that ss. 281.59(11)(b) and 70.60, Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall

recover amounts due the SDWLP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Water System or, in the case of a joint utility system, to bill the users of the Municipality's Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$4,452,950 with Principal Forgiveness of \$860,000 for payment of Project Costs.

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$3,682,950. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of two and 145/1000ths percent (2.145%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or an excess of \$50,000, whichever is less; second in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$860,000; and third, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Municipal Obligation shall include the Loan Disbursement Table. The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on July 10, 2024. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations.

Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Water System, and the Municipality shall agree that, if revenues from the Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase water services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Water System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect any Parity Obligations, or any other debt obligations payable from the revenues of the Water System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

Section 3.04. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent.

(b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.05. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality.

(c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C);

(4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and

(5) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, “An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service”.

Section 3.06. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Municipality's Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.
- (3) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.
- (4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Water Rates (which is a dedicated source of revenue); and

(b) the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

Section 3.09. Other Amounts Payable The Municipality hereby expressly agrees to pay to the SDWLP:

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.09 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Water System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

In the event the Water System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Water System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA; and
- (4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement therefor from the SDWLP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Operation and Maintenance

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the Project performance standards contained in the Application and the requirements of the Water Diversion Permit (if any).

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Water System or Project, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Water System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial

statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Water System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the SDWLP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the SDWLP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of

the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs shall be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Water System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Water System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding principal balance for the Project).

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and

(4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the

locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel The Municipality agrees to comply with requirements for use of American Iron and Steel contained in Public Law 115-141 for products used in the Project that are made primarily of iron and/or steel.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. If the Municipality is required to submit a Federal Single Audit, without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

Section 5.24. Bipartisan Infrastructure Law Signage The Municipality agrees to comply with all signage requirements as described in the Implementing the BIL Signage Requirement Packet (available at <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/loans/BILsignageReqPacket.pdf>).

ARTICLE VI MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) VILLAGE OF WILLIAMS BAY
250 WILLIAMS STREET
WILLIAMS BAY WI 53191

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality, and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP by DNR and DOA acting under authority of the Statute and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality, and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan
Village President

Attest: _____
Tina Kolls
Village Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

VILLAGE OF WILLIAMS BAY
SDWLP Project No. 4938-04

	SDWLP Total Award Amount for this Project
Force Account	0.00
Interim Financing	0.00
Preliminary Engineering	290,000.00
Land or Easement Acquisition	0.00
Engineering/Construction Mgmt.	65,000.00
Construction/Equipment	3,979,000.00
Contingency	198,950.00
Miscellaneous Costs	0.00
SDWLP Closing Costs	10,000.00
TOTAL	\$4,542,950.00
Principal Forgiveness Amount (A)	\$860,000.00
Net SDW Loan Amount	\$3,682,950.00

A = Principal Forgiveness is calculated and awarded up to 25% of the total SDWLP Principal Forgiveness Eligible Costs for this Project.

WILLIAMS BAY, Wisconsin**Exhibit B**

Project # 4938-04 Safe Drinking Water Loan Program

Loan Closing Date:

July 10, 2024

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-Nov-24	0.00	2.145%	24,358.11	24,358.11	0.00	24,358.11
1-May-25	149,401.86	2.145%	39,499.64	188,901.50	213,259.61	0.00
1-Nov-25	0.00	2.145%	37,897.30	37,897.30	0.00	226,798.80
1-May-26	152,606.53	2.145%	37,897.30	190,503.83	228,401.13	0.00
1-Nov-26	0.00	2.145%	36,260.60	36,260.60	0.00	226,764.43
1-May-27	155,879.94	2.145%	36,260.60	192,140.54	228,401.14	0.00
1-Nov-27	0.00	2.145%	34,588.79	34,588.79	0.00	226,729.33
1-May-28	159,223.57	2.145%	34,588.79	193,812.36	228,401.15	0.00
1-Nov-28	0.00	2.145%	32,881.11	32,881.11	0.00	226,693.47
1-May-29	162,638.91	2.145%	32,881.11	195,520.02	228,401.13	0.00
1-Nov-29	0.00	2.145%	31,136.81	31,136.81	0.00	226,656.83
1-May-30	166,127.52	2.145%	31,136.81	197,264.33	228,401.14	0.00
1-Nov-30	0.00	2.145%	29,355.09	29,355.09	0.00	226,619.42
1-May-31	169,690.95	2.145%	29,355.09	199,046.04	228,401.13	0.00
1-Nov-31	0.00	2.145%	27,535.16	27,535.16	0.00	226,581.20
1-May-32	173,330.82	2.145%	27,535.16	200,865.98	228,401.14	0.00
1-Nov-32	0.00	2.145%	25,676.19	25,676.19	0.00	226,542.17
1-May-33	177,048.77	2.145%	25,676.19	202,724.96	228,401.15	0.00
1-Nov-33	0.00	2.145%	23,777.34	23,777.34	0.00	226,502.30
1-May-34	180,846.47	2.145%	23,777.34	204,623.81	228,401.15	0.00
1-Nov-34	0.00	2.145%	21,837.76	21,837.76	0.00	226,461.57
1-May-35	184,725.62	2.145%	21,837.76	206,563.38	228,401.14	0.00
1-Nov-35	0.00	2.145%	19,856.58	19,856.58	0.00	226,419.96
1-May-36	188,687.99	2.145%	19,856.58	208,544.57	228,401.15	0.00
1-Nov-36	0.00	2.145%	17,832.90	17,832.90	0.00	226,377.47
1-May-37	192,735.35	2.145%	17,832.90	210,568.25	228,401.15	0.00
1-Nov-37	0.00	2.145%	15,765.81	15,765.81	0.00	226,334.06
1-May-38	196,869.52	2.145%	15,765.81	212,635.33	228,401.14	0.00
1-Nov-38	0.00	2.145%	13,654.39	13,654.39	0.00	226,289.72
1-May-39	201,092.37	2.145%	13,654.39	214,746.76	228,401.15	0.00
1-Nov-39	0.00	2.145%	11,497.67	11,497.67	0.00	226,244.43
1-May-40	205,405.80	2.145%	11,497.67	216,903.47	228,401.14	0.00
1-Nov-40	0.00	2.145%	9,294.69	9,294.69	0.00	226,198.16
1-May-41	209,811.76	2.145%	9,294.69	219,106.45	228,401.14	0.00
1-Nov-41	0.00	2.145%	7,044.46	7,044.46	0.00	226,150.91
1-May-42	214,312.22	2.145%	7,044.46	221,356.68	228,401.14	0.00
1-Nov-42	0.00	2.145%	4,745.96	4,745.96	0.00	226,102.64
1-May-43	218,909.21	2.145%	4,745.96	223,655.17	228,401.13	0.00
1-Nov-43	0.00	2.145%	2,398.16	2,398.16	0.00	226,053.33
1-May-44	223,604.82	2.145%	2,398.16	226,002.98	228,401.14	226,002.98
Totals	3,682,950.00		869,931.29	4,552,881.29	4,552,881.29	4,552,881.29
Net Interest Rate				2.1450%		
Bond Years				40,556.2358		
Average Life				11.0119		

The above schedule assumes full disbursement of the loan on the loan closing date.

06-Jun-24 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at <http://eif.doa.wi.gov/>. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at <http://eif.doa.wi.gov/>.

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due
November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov. The first available staff will respond to your inquiry.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the Village of Williams Bay (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4938-04 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4938-04 has met the requirements for the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.

EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Notice: This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the Department is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality
Village of Williams Bay

Project Number
4938-04

Project Description
Improvements to Water Treatment Facility & Install New PRV

Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No ☒				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
SAMPLE: ABC Engineering, LLC.	X MBE ☐ WBE ☐ Other	Non-construction	10,000	9,950	WisDOT
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
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	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				

* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form	Email Address	Phone Number

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

VILLAGE OF WILLIAMS BAY
SDWLP Project No. 4938-04

1. **Project Description:** This Project consists of the installation of new equipment at the existing water treatment plant (WTP) located on Elkhorn Road. Plans and specifications for the treatment plant include the installation of a new gas chlorination system upstream of the existing rapid sand filtration system to replace the existing tablet chlorination system, as well as additional treatment system piping and appurtenance replacements and building modifications.
2. **Ineligible Costs:** No ineligible costs were identified in the review of this Project. If the Department identifies ineligible costs as the Project progresses, the Department will notify the Municipality.
3. **Other Funding Sources:** No other funding sources will be utilized for this Project.
4. **Miscellaneous Costs:** As shown in the Project Budget Sheet Summary (Exhibit A), there are no miscellaneous costs associated with this Project.
5. **Contingency Allowance:** The Contingency allowance of \$198,950.00 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.
6. **DBE Good Faith Effort:** The Municipality and August Winter & Sons made good faith efforts to meet DBE solicitation requirements during advertising and bidding by reaching out to several DBEs on the Unified Certification List and soliciting DBEs in their bid advertisements. No DBEs are expected to perform work on this Project.
7. **Green Project Reserve:** No GPR elements were identified during the review of this Project.
8. **American Iron and Steel:** This Project is subject to the use of American Iron and Steel (AIS) requirements mandated under EPA's Drinking Water State Revolving Fund program.
9. **Environmental Review:** Based on the information submitted to The Safe Drinking Water Loan Program (SDWLP) regarding activities associated with the improvement to the Water Treatment Facility in the Village of Williams Bay (4938-04). The SDWLP has determined through an Environmental Assessment that the project will result in a Categorical Exclusion(CE) , under §6.204 (a)(1) with requirements and recommendations. A construction site storm water permit may be required if the contiguous project area exceeds 1 acre (Conditionally Required). Rusty Patched Bumble Bee High Potential Zone is near possible project areas therefore conservation measures are recommended where applicable. Wisconsin Public Service Commission construction authorization may be required for this Project.
10. **Principal Forgiveness:** The Municipality is eligible to receive general Principal Forgiveness for this Project in an amount of up to 25% of the total eligible Project Costs, as indicated on the State Fiscal Year 2024 SDWLP Funding List. The SDWLP awards \$860,000 in general Principal Forgiveness for the Project through this FAA. The SDWLP will process all disbursements at a rate of 25% Principal Forgiveness (\$860,000 total Principal Forgiveness/\$3,584,950 total FAA amount), up to the maximum of \$860,000.