



# VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | [vi.williamsbay.wi.gov](http://vi.williamsbay.wi.gov)

Phone: 262-245-2700

## NOTICE

### JOINT MEETING OF THE VILLAGE BOARD COMMITTEE OF THE WHOLE & COMMITTEES

MONDAY, JANUARY 5, 2026 AT 6:45 PM

Village Hall Council Room  
250 Williams Street  
Williams Bay, WI 53191

The meeting will be live-streamed on the Village of Williams Bay's YouTube, which can be found here: <https://youtube.com/live/3Lv-sZ9gRfo?feature=share>

## AGENDA

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

### I. Village Board Committee of the Whole

- a. Call to Order
- b. Roll Call
- c. Meeting Decorum. *According to Robert's Rules of Order, meeting decorum means maintaining respectful and orderly behavior during a discussion, including addressing the chair to speak, staying relevant to the topic at hand, avoiding personal attacks, and generally adhering to courteous conduct while debating issues; essentially, ensuring that discussions are focused and civil, with only one person speaking at a time when recognized by the chair. Violators of meeting decorum will be excused from the meeting.*
- d. Joint Village Board Committee of the Whole & Committees Meeting Minutes of December 1, 2025

### II. Streets & Highways Committee – Bartholomew, Vlach, Wright

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Request for Temporary Road Closures for The Lake Geneva Marathon October 2026
- d. Discussion and Possible Action on 2024 Street Rehabilitation Project Change Order(s)
- e. Adjourn

### III. Protective Services Committee – Vlach, Umans, Franzen

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Request for Temporary Road Closures for The Lake Geneva Marathon October 2026

- d. Discussion and Possible Action on the Village of Williams Bay Election Day Emergency Preparedness and Contingency Plan
- e. Fontana Emergency Medical (EMS) Monthly Numbers
- f. Williams Bay Police Chief's Monthly Report
- g. Williams Bay Police Department Monthly Numbers
- h. Adjourn

**IV. Water & Sewer Committee – Umans, Russell, Bartholomew**

- a. Call to Order
- b. Roll Call
- c. Discussion and Potential Action on an Exclusive Easement By the Village of Williams Bay Land Lease and TDS Metrocom, LLC for Fiber Optics Lease on Village Water Well Pump House Property Located at Southeast Corner of Williams Street and Olive Street (WOP 00108)
- d. Discussion and Possible Action on Change Order No. 3 for Water Well Solutions Group for the Well 2 Pump Replacement
- e. Discussion and Possible Action on Borrowed Funds Arbitrage Report 2025 and Assigning An Amount Totaling \$374,272 as Borrowed Funds Arbitrage Committed Funds. *Water Fund = \$173,881 and Sewer Fund = \$87,308*
- f. Village Engineers Report
- g. Adjourn

**V. Building, Zoning & Ordinance Committee – Franzen, Vlach, Russell**

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Amending Chapter 390 Zoning Article 3 Land Use Regulations § 390-0310M Re: Tourist Rooming House , Including Fees, Enforcement and Penalties
- d. Discussion and Possible Action on Amending Ordinance Re: Chapter 205, Housing Standards and Rental Property Article III Short-Term Rental of Residential Dwellings, Including Fees, Enforcement and Penalties
- e. Discussion and Possible Action on Renewal of the Code Enforcement Services Contract Between The Village Of Williams Bay And Municipal Code Enforcement, LLC
- f. Discussion and Possible Action on An Ordinance Amending §46-11 A. and B. of the Code of Ordinances of the Village of Williams Bay Concerning Room Tax. *Replacing the term "Gross Receipts" with "a percentage of the sales price" to be consistent with statutory changes.*
- g. Discussion and Possible Action on An Ordinance Creating Section 12-14 of the Code of Ordinances Concerning Tourism Commission. *Establishing A Village of Williams Bay Tourism Commission*
- h. Discussion and Possible Action on the Village Board Draft Zoning Application for Text Amendment and Conditional Use Permit (CUP) for Temporary Emergency Medical Services (EMS) Building in Edgewater Park (WOP 00108), Located Immediately East of the Williams Bay Fire Department
- i. Adjourn

**VI. Finance & Personnel Committee – Wright, Umans, Bartholomew**

- a. Call to Order
- b. Roll Call
- c. Finance & Personnel Committee Meeting Minutes of December 16, 2025

- d. Discussion and Possible Action on 2024 Street Rehabilitation Project Change Order(s)
- e. Discussion and Possible Action on Change Order No. 3 for Water Well Solutions Group for the Well 2 Pump Replacement
- f. Discussion and Potential Action on an Exclusive Easement By the Village of Williams Bay Land Lease and TDS Metrocom, LLC for Fiber Optics Lease on Village Water Well Pump House Property Located at Southeast Corner of Williams Street and Olive Street (WOP 00108)
- g. Discussion and Possible Action on An Ordinance Amending §46-11 A. and B. of the Code of Ordinances of the Village of Williams Bay Concerning Room Tax. *Replacing the term "Gross Receipts" with "a percentage of the sales price" to be consistent with statutory changes.*
- h. Discussion and Possible Action on An Ordinance Creating Section 12-14 of the Code of Ordinances Concerning Tourism Commission. *Establishing A Village of Williams Bay Tourism Commission*
- i. Discussion and Possible Action on Borrowed Funds Arbitrage Report 2025 and Assigning An Amount Totaling \$374,272 as Borrowed Funds Arbitrage Committed Funds. *General Fund = \$113,083*
- j. Discussion and Possible Action on Renewal of the Code Enforcement Services Contract Between The Village Of Williams Bay And Municipal Code Enforcement, LLC
- k. Review, Discussion and Possible Action on the Draft Five (5) Year Capital Improvements Program 2026 - 2030
- l. Discussion and Possible Action on Proposed Capital Improvements Borrowings
- m. Discussion and Possible Action on the First Amendment to the Village Administrator Employment Agreement. *Three-year (3) Term Extension from March 19, 2026 to March 19, 2028*
- n. Discussion and Possible Action on A Caselle Software & Services Proposal for Cloud Hosted Solutions
- o. Discussion and Possible Action on Authorizing A Budgetary Estimate for IT Improvements for the New Village Administrative Offices Located at 121 N. Elkhorn Road
- p. Adjourn

## VII. Village Board Committee of the Whole

- a. Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole)
  - 1. Discussion and Possible Action on Request for Temporary Road Closures for The Lake Geneva Marathon October 2026
  - 2. Discussion and Possible Action on A Caselle Software & Services Proposal for Cloud Hosted Solutions
  - 3. Discussion and Possible Action on Authorizing A Budgetary Estimate for IT Improvements for the New Village Administrative Offices Located at 121 N. Elkhorn Road
  - 4. Discussion and Possible Action on the Village Board Draft Zoning Application for Text Amendment and Conditional Use Permit (CUP) for Temporary Emergency Medical Services (EMS) Building in Edgewater Park (WOP 00085), Located Immediately East of the Williams Bay Fire Department
- b. Closed Session. Closed session pursuant to Wis. Stat. Sec. 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: Canyon Development, LLC Development Agreement commonly known as Hanson's Addition. There will be no action taken or discussion following Open Session. The earliest that any action will be taken on this item will be the next regularly scheduled Village Board Meeting on Tuesday January 20, 2025.
- c. Open Session. Return to Open Session. *There will be no action taken or discussion following Open Session. The earliest that any action will be taken on this item will be the next regularly scheduled Village Board Meeting on Tuesday, January 20, 2025*
- d. 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: 12/31/2025 5:00 PM



# VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

## UNOFFICIAL MINUTES JOINT MEETING OF THE VILLAGE BOARD COMMITTEE OF THE WHOLE & COMMITTEES

MONDAY, DECEMBER 1, 2025 AT 6:45 PM  
VILLAGE HALL COUNCIL ROOM  
250 WILLIAMS STREET  
WILLIAMS BAY, WI 53191

### I. Village Board Committee of the Whole ( 2 min)

#### a. Call to Order

President Jaramillo called the meeting to order at 07:12pm.

#### b. Roll Call

Present: President Adam Jaramillo, Trustees Lowell Wright, Robert Umans, Steven Russell, Mary Bartholomew, Susan Franzen

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

Excused: Trustee George Vlach

#### c. Meeting Decorum. *According to Robert's Rules of Order, meeting decorum means maintaining respectful and orderly behavior during a discussion, including addressing the chair to speak, staying relevant to the topic at hand, avoiding personal attacks, and generally adhering to courteous conduct while debating issues; essentially, ensuring that discussions are focused and civil, with only one person speaking at a time when recognized by the chair. Violators of meeting decorum will be excused from the meeting.*

#### d. Joint Village Board Committee of the Whole & Committees Meeting Minutes of November 3, 2025

The motion to approve the Joint Village Board Committee of the Whole & Committees Meeting Minutes of November 3, 2025 was initiated by Trustee Umans and seconded by Trustee Franzen. Unanimously carried.

### II. Ad-hoc Tree Preservation Committee Report - Umans, Russell (5 min.)

#### a. Discussion and Possible Action on Moving \$4,500 from Public Works 2025 Budget to the Ad-hoc Tree Enhancement Committee

Trustee Umans provided information on the need for moving \$4,500 from Public Works 2025 Budget to the Ad-hoc Tree Enhancement Committee.

### III. Water & Sewer Committee – Umans, Russell, Bartholomew (10 min)

#### a. Call to Order

Chairman Trustee Umans called the meeting to order at 07:17pm.

#### b. Roll Call

Present: Trustees Umans, Russell and Bartholomew

Also Present: President Jaramillo, Trustees Wright and Franzen, Administrator Lothspeich, Police Chief Timm, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Treasurer Wiese, Clerk Kolls

Excused: Trustee Vlach

**c. Village Engineers Report**

Village Engineer Snyder gave the Engineer's Report. The highlights included brief updates on:

- STH 67 Reconstruction East-West Section
- Women's Leadership Center
- Water Plant Letter Flood Map Revision (LOMR) Assistance
- Corrosion Control Study - Improvements to Water Plant
- Street Rehabilitation Program
- Well 2 Pump Replacement/Well 3 Pump Replacement
- Park Place CSM
- Preserve Development - Former GW College
- East Geneva Street Canyon Development - Former Levar
- Willabay Meadows Subdivision - Final Development Plan
- Former Elementary School Development - Jack Pease
- Sanitary Sewer Replacement
- Bailey Estates - Drainage Dedication and Phase 6

**d. Adjourn**

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Bartholomew at 07:24pm. Unanimously carried.

**IV. Protective Services Committee – Vlach, Umans, Franzen (50 min)**

**a. Call to Order**

Trustee Umans called the meeting to order at 07:24pm.

**b. Roll Call**

Present: Trustees Umans and Franzen

Also Present: President Jaramillo, Trustees Wright, Bartholomew and Russell, Administrator Lothspeich, Police Chief Timm, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Treasurer Wiese, Clerk Kolls

Excused: Trustee Vlach

**c. Discussion and Possible Action on Request for Temporary Road Closures for The Lake Geneva Marathon October 2026**

The motion to table the Request for Temporary Road Closures for The Lake Geneva Marathon October 2026 was initiated by Trustee Umans and seconded by Trustee Franzen. Unanimously carried.

**d. Discussion and Possible Action on Location of Emergency Medical Services (EMS) Temporary Housing Unit**

The motion to recommend Village Board approval of the submission of Applications to the Zoning Board of Appeals and Plan Commission for the placing of the Emergency Medical Services (EMS) Temporary Housing Unit was initiated by Trustee Franzen and seconded by Trustee Umans. Unanimously carried.

**e. Discussion and Possible Action on Approving the Child Safety Zone Map as Required by Ordinance 299**

The motion to recommend Village Board approval of the Child Safety Zone Map as Required by Ordinance 299 was initiated by Trustee Umans and seconded by Trustee Franzen. Unanimously carried.

**f. Discussion and Possible Action on the Evaluation of Applications for Class "B" Beer and "Class B" Liquor License (Two Applications received and one license available)**

The motion to recommend Village Board approval of the Class "B" Beer and "Class B" Liquor License for Big Daddy's LLC was initiated by Trustee Umans and seconded by Trustee Franzen. Trustee Franzen No. Motion Failed.

The Motion for the Village Board to have the final decision on the available Class "B" Beer and "Class B" Liquor License was initiated by Trustee Umans and seconded by Trustee Franzen. Unanimously Carried.

1. Class "B" Beer and "Class B" Liquor Application from Women's Leadership Center at Williams Bay NFP
2. Class "B" Beer and "Class B" Liquor Application from Big Daddy's LLC (d/b/a Daddy Maxwells)
- g. Discussion and Possible Action on an Application for Temporary Class "B"/"Class B" Retailer's License for Women's Civic League for the Chili Cook Off on Saturday February 7, 2026

The motion to recommend Village Board approval of the Temporary Class "B"/"Class B" Retailer's License for Women's Civic League for the Chili Cook Off on Saturday February 7, 2026 was initiated by Trustee Umans and seconded by Trustee Franzen. Unanimously carried.

- h. Fontana Emergency Medical (EMS) Monthly Numbers

The Committee reviewed the Fontana Emergency Medical (EMS) Monthly Numbers.

- i. Williams Bay Police Chief's Monthly Report

Police Chief Timm gave the Police Chief's Monthly Report. The highlights were:

- Officer Rudi attended CIT (Crisis Intervention Training).
- Officer Shiroda attended an ICAC (Internet Crimes Against Children) conference.
- Officer Shiroda is on the CART (Child Abduction Response Team).
- Chief Timm is on the steering committee.

- j. Discussion and Possible Action on the Village of Williams Bay Police Union Agreement for Years 2026-2028

The motion to recommend Village Board approval of the Village of Williams Bay Police Union Agreement for Years 2026-2028 was initiated by Trustee Umans and seconded by Trustee Franzen. Unanimously carried.

- k. Discussion and Possible Action of Conditional Offer for Lieutenant Position

The motion to recommend Finance & Personnel Committee approval of the Conditional Offer for Lieutenant Position to Officer Hammett was initiated by Trustee Umans and seconded by Trustee Franzen. Unanimously carried.

- l. Williams Bay Police Department Monthly Numbers

The Committee reviewed the Williams Bay Police Department Monthly Numbers.

- m. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Franzen at 08:12pm. Unanimously carried.

## **V. Streets & Highways Committee – Bartholomew, Vlach, Wright (15 min)**

- a. Call to Order

Chairman Trustee Bartholomew called the meeting to order at 08:12pm.

- b. Roll Call

Present: Trustees Bartholomew and Wright

Also Present: President Jaramillo, Trustees Umans, Russell and Franzen, Administrator Lothspeich, Police Chief Timm, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Treasurer Wiese, Clerk Kolls

Excused: Trustee Vlach

- c. Discussion and Possible Action on Request for Temporary Road Closures for The Lake Geneva Marathon October 2026

This item was tabled by Protective Services Committee.

d. Membership Application for Wisconsin Economic Development Connect Communities — *Update*  
Trustee Bartholomew gave a brief update on the Membership application for Wisconsin Economic Development Connect Communities.

e. Adjourn

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Bartholomew at 08:15pm. Unanimously carried.

**VI. Parks & Lakefront Committee – Russell, Wright, Franzen (30 min)**

a. Call to Order

Chairman Trustee Russell called the meeting to order at 08:15pm.

b. Roll Call

Present: Trustees Russell, Wright and Franzen

Also Present: President Jaramillo, Trustees Bartholomew and Umans, Administrator Lothspeich, Police Chief Timm, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Treasurer Wiese, Clerk Kolls

Excused: Trustee Vlach

c. Discussion and Possible Action on Moving \$4,500 from Public Works 2025 Budget to the Ad-hoc Tree Enhancement Committee

The motion to recommend Village Board approval of Moving \$4,500 from Public Works 2025 Budget to the Ad-hoc Tree Enhancement Committee was initiated by Trustee Russell and seconded by Trustee Franzen. Motion was recinded by Trustee Russell.

The Motion to recommend Finance & Personnel Committee approval of earmarking \$4,500 from Public Works 2025 Budget to the Ad-hoc Tree Enhancement Committee for the planting of Trees was initiated by Trustee Russell and seconded by Trustee Franzen. Unanimously carried.

d. Discussion and Possible Action on Bids for Village Piers Annual Installation, Removal and Repairs

The motion to recommend Village Board approval of the acceptance of the bid from Lake Geneva Pier Company for Bids for Village Piers Annual Installation, Removal and Repairs for A & B was initiated by Trustee Russell and seconded by Trustee Franzen. Unanimously carried.

e. Discussion and Possible Action on Location of Emergency Medical Services (EMS) Temporary Housing Unit

There was no action taken.

f. Discussion and Possible Action on Participation in Village 250th Anniversary Events - July 4, 2026

The Committee discussed the possibility of participation in Village 250th Anniversary events July 4, 2026.

g. Adjourn

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Franzen at 08:36pm. Unanimously carried.

**VII. Building, Zoning & Ordinance Committee – Franzen, Vlach, Russell (10 min)**

a. Call to Order

Chairman Trustee Franzen called the meeting to order at 08:36pm.

b. Roll Call

Present: Trustees Franzen and Russell

Also Present: President Jaramillo, Trustees Wright, Umans, and Bartholomew, Administrator Lothspeich, Police Chief Timm, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Treasurer Wiese, Clerk Kolls

Excused: Trustee Vlach

c. Building, Zoning & Ordinances (BZO) Committee Meeting Minutes of November 5, 2025

The motion to the Building, Zoning & Ordinances (BZO) Committee Meeting Minutes of November 5, 2025 was initiated by Trustee Franzen and seconded by Trustee Russell. Unanimously carried.

**d. Discussion and Possible Action on Building Inspectional Services Contract**

The motion to recommend Village Board approval to issue a request for proposals (RFP) for Building Inspectional Services was initiated by Trustee Franzen and seconded by Trustee Russell. Unanimously carried.

**e. Short-Term Rental / Tourist Rooming House Ordinance Changes - *Informational Update***

Trustee Franzen gave an update on the status of the Short-Term Rental/Tourist Rooming House Ordinance Changes.

**f. Adjourn**

The motion to adjourn was initiated by Trustee Franzen and seconded by Trustee Russell at 08:48pm. Unanimously carried.

**VIII. Finance & Personnel Committee – Wright, Umans, Bartholomew (30 min)**

**a. Call to Order**

Chairman Trustee Wright called the meeting to order at 08:48pm.

**b. Roll Call**

Present: Trustees Wright, Umans, and Bartholomew

Also Present: President Jaramillo, Trustees Russell and Franzen, Administrator Lothspeich, Police Chief Timm, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Treasurer Wiese, Clerk Kolls

Excused: Trustee Vlach

**c. Discussion and Possible Action on Moving \$4,500 from Public Works 2025 Budget to the Ad-hoc Tree Enhancement Committee**

The Motion to recommend Village Board approval of earmarking \$4,500 from Public Works 2025 Budget to the Ad-hoc Tree Enhancement Committee for the planting of Trees was initiated by Trustee Wright and seconded by Trustee Bartholomew. Unanimously carried.

**d. Discussion and Possible Action on the Village of Williams Bay Police Union Agreement for Years 2026-2028**

The motion to recommend Village Board approval of the Village of Williams Bay Police Union Agreement for Years 2026-2028 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

**e. Discussion and Possible Action on Insurance Policy Renewals With League Of Wisconsin Municipalities Mutual Insurance Company (LWMMIC) And R&R Insurance For Year 2026**

The motion to recommend Village Board approval of the Insurance Policy Renewals With League Of Wisconsin Municipalities Mutual Insurance Company (LWMMIC) and R&R Insurance For Year 2026 as current was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

**f. Discussion and Possible Action on A Proposal from Civic Plus for Village Website Updates, Including Accessibility**

The motion to recommend Village Board approval of the Proposal from Civic Plus for Village Website Updates, Including Accessibility was initiated by Trustee Wright and seconded by Trustee Bartholomew. Unanimously carried.

**g. Discussion and Possible Action Authorizing The Disposal Of Certain Surplus Personal Property Owned By The Village Of Williams Bay**

The motion to recommend Village Board approval of Authorizing the Disposal Of Certain Surplus Personal Property Owned By The Village Of Williams Bay was initiated by Trustee Umans and seconded by Trustee Bartholomew. Unanimously carried.

**h. Discussion and Possible Action Authorizing the Village President or Village Administrator to Sign All Documents Necessary to Facilitate the Closing on the Purchase of 121 N. Elkhorn Road**

The motion to recommend Village Board approval of the Authorization of the Village President or Village Administrator to Sign All Documents Necessary to Facilitate the Closing on the Purchase of 121 N. Elkhorn Road was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

- i. Discussion and Possible Action to Extend a Conditional Offer for the Police Lieutenant position

The motion to recommend Village Board approval of the Conditional Offer for Lieutenant Position to Officer Hammett was initiated by Trustee Wright and seconded by Trustee Bartholomew. Unanimously carried.

- j. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Bartholomew at 09:11pm. Unanimously carried.

**IX. Village Board Committee of the Whole (10 min)**

- a. Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole)

- 1. Discussion and Possible Action on an Application for Temporary Class "B"/"Class B" Retailer's License for Women's Civic League for the Chili Cook Off on Saturday February 7, 2026

The motion to approve the Temporary Class "B"/"Class B" Retailer's License for Women's Civic League for the Chili Cook Off on Saturday February 7, 2026 was made by Committee, no second required. Unanimously carried.

- 2. R-76-25 Resolution Authorizing Insurance Policy Renewals With League Of Wisconsin Municipalities Mutual Insurance Company (LWMMIC) And R&R Insurance For Year 2026

The motion to approve resolution R-76-25 Authorizing Insurance Policy Renewals With League Of Wisconsin Municipalities Mutual Insurance Company (LWMMIC) And R&R Insurance For Year 2026 was made by Committee, no second required. Unanimously carried.

- 3. R-78-25 Resolution Authorizing the Village President or Village Administrator to Sign All Documents Necessary to Facilitate the Closing on the Purchase of 121 N. Elkhorn Road

The motion to approve resolution R-78-25 Authorizing the Village President or Village Administrator to Sign All Documents Necessary to Facilitate the Closing on the Purchase of 121 N. Elkhorn Road was made by Committee, no second required. Unanimously carried.

- 4. Discussion and Possible Action to Extend a Conditional Offer for the Police Lieutenant Position

The motion to approve the Conditional Offer for Lieutenant Position to Officer Hammett was made by Committee, no second required. Unanimously carried.

- b. Adjournment

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Bartholomew at 09:12pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

# 2025

apps.dnr.wi.gov/fisheriesmanagement/Tournaments/Calendar/

**Fisheries Management Information System**

Calendar of Permitted Tournaments

[<< Previous Month](#)
[Current Month](#)
[Next Month >>](#)

Choose month:   
 County:   
 Primary Waterbody:   
[View printable list of tournaments](#)  
 Click on a waterbody to get details about the tournament(s) and waterbody limits including a list of all the waterbodies involved.

October 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11 DELAWAN LAKE: 1 Approved Tournament(s)
12 DELAWAN LAKE: 1 Approved Tournament(s)	13	14	15	16	17	18 GENEVA LAKE: 1 Approved Tournament(s)
19	20	21	22	23	24	25
26	27	28	29	30	31	

# 2026 (as of 12/18/25)

apps.dnr.wi.gov/fisheriesmanagement/Tournaments/Calendar/

**Fisheries Management Information System**

Calendar of Permitted Tournaments

[<< Previous Month](#)
[Current Month](#)
[Next Month >>](#)

Choose month:   
 County:   
 Primary Waterbody:   
[View printable list of tournaments](#)  
 Click on a waterbody to get details about the tournament(s) and waterbody limits including a list of all the waterbodies involved.

September 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26 GENEVA LAKE: 1 Pending Tournament(s)
27	28	29	30			

apps.dnr.wi.gov/fisheriesmanagement/Tournaments/Calendar/

**Fisheries Management Information System**

Calendar of Permitted Tournaments

[<< Previous Month](#)
[Current Month](#)
[Next Month >>](#)

Choose month:   
 County:   
 Primary Waterbody:   
[View printable list of tournaments](#)  
 Click on a waterbody to get details about the tournament(s) and waterbody limits including a list of all the waterbodies involved.

October 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## David Lothspeich

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**To:** 22 Events  
**Subject:** RE: Proposed Lake Geneva Marathon - Need for Information

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**From:** 22 Events <22eventslive@gmail.com>  
**Sent:** Wednesday, October 29, 2025 1:27 PM  
**To:** David Lothspeich <admin@vi.williamsbay.wi.gov>  
**Cc:** Justin Timm <chief@vi.williamsbay.wi.gov>; Tina Kolls <clerk@vi.williamsbay.wi.gov>; Cicily Fortin <cicilytrimpe@gmail.com>  
**Subject:** Re: Proposed Lake Geneva Marathon - Need for Information

Hi Dave.

I have also attached a proposed course map: <https://www.plotaroute.com/route/2793798>

As it pertains to Williams Bay, the route brings runners against traffic on North Lake Shore Drive, before turning right onto West Geneva Street where runners will run WITH traffic on the shoulder, before jumping on the Lake Geneva Shore Path. There is a timeline included within the attached map which shows first/final runners. We have yet to work on an aid station schedule, though we will more than likely place one along the path near the boat launch.

This route would have us on Hwy 50 for 1.3 miles. We would likely want/need the right lane closed for a few hours with runners running WITH traffic. The Sheriff's Dept preferred this over crossing 50 twice. Any thoughts and/or ideas with this would be appreciated.

We have driven, ridden and run this loop over and over. There are a few precarious spots indeed, though nothing that we can't overcome with an abundance of volunteers and signage to ensure safety for all entrants.

As we talk numbers, we're speculating. The old LG Marathon never really brought in a large crowd, though we believe this race could be/should be a bigger deal, though maybe we're being overly optimistic.

Need anything else from me, please reach out!

Derek  
651.337.0177

**Derek Lindstrom**  
Owner | Event Director  
**22 Events LIVE, LLC**  
Race & Event Management  
651.336.0177



# Lake Geneva Marathon - 2026

## ROUTE INFORMATION



ROUTE LENGTH 26.029 miles

ASCENT 1555 ft

DESCENT 1551 ft

HILLS ⬆ 38.1% | ⬇ 39.1% | ➡ 22.8%

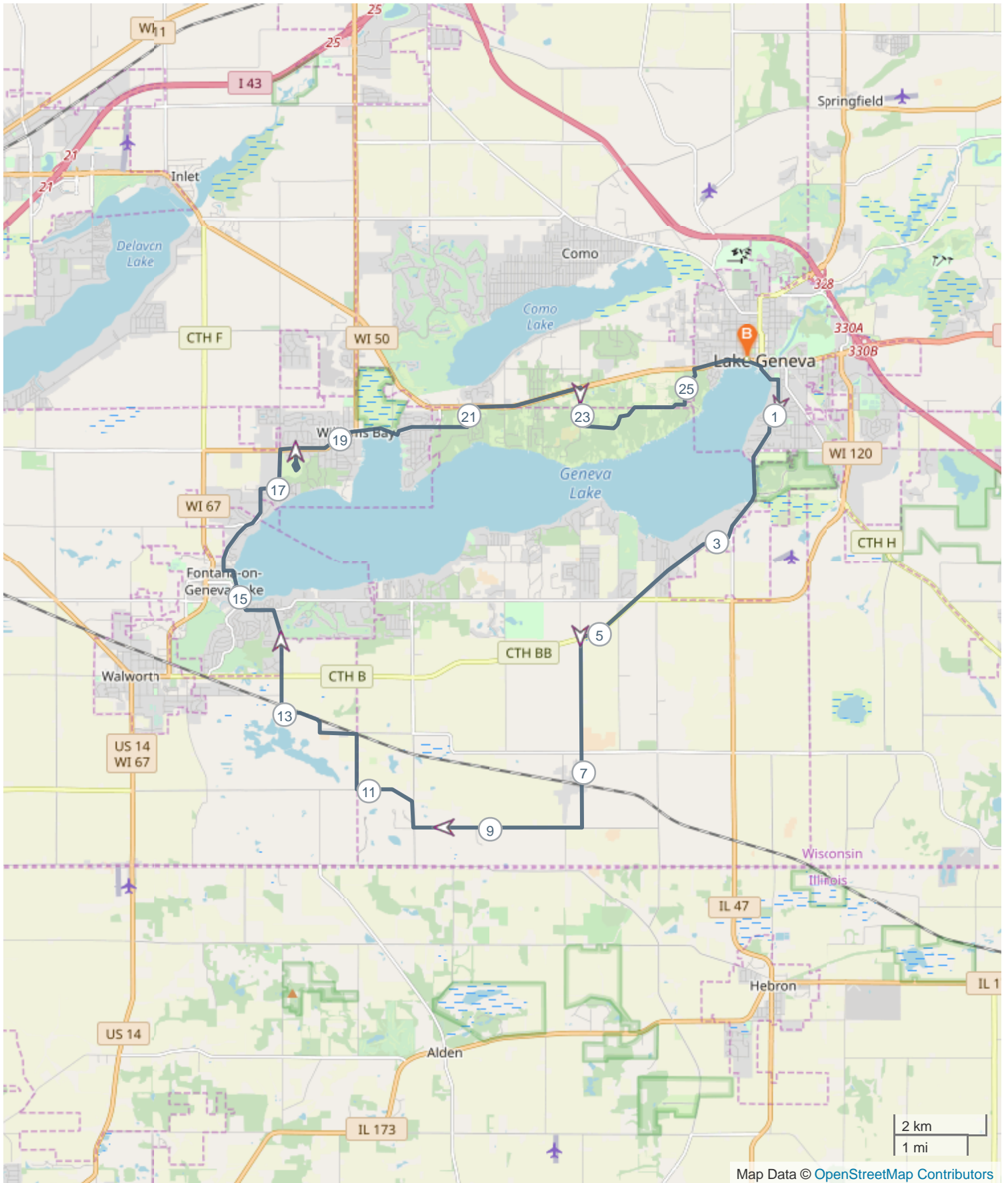
TERRAIN Road **A**

START **LAT:** 42.591423, **LNG:** -88.438492



## NOTES

# Lake Geneva Marathon - 2026



## ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.033		Keep right
2	0.074	←	Turn left
3	0.082	→	Turn right onto Wrigley Drive
4	0.183	↗	Turn slight right onto Wrigley Drive
5	0.508	→	Turn right onto South Lake Shore Drive
6	2.622		Keep right onto South Lake Shore Drive
7	5.245	←	Turn left onto Zenda Road
8	7.754	→	Turn right onto Mohawk Road
9	10.006	→	Turn right onto Swamp Angel Road
10	10.348	←	Turn left onto Lakeville Road
11	11.128	→	Turn right onto Linn Walworth Road
12	11.850	←	Turn left onto Cobblestone Road
13	14.401	←	Turn left onto South Lake Shore Drive
14	14.890		Keep right onto South Lake Shore Drive
15	15.104	↘	Turn sharp right onto Lake Street
16	15.491	→	Turn right onto North Lake Shore Drive
17	17.536	→	Turn right onto West Geneva Street
18	17.756	→	Turn right onto Observatory Place
19	17.930	↗	Keep right onto Observatory Place
20	18.104		Keep left onto Observatory Place
21	18.187		Keep right onto Observatory Place
22	18.386	→	Turn right onto West Geneva Street
23	18.770	→	Turn right onto Stam Street
24	18.782	→	Turn right onto West Geneva Street
25	19.257	←	Turn left
26	19.372	←	Turn left
27	19.380	→	Turn right
28	19.461	←	Turn left onto Lake Geneva Shore Path
29	19.877	↙	Turn sharp left
30	19.903	→	Turn right
31	19.915	↗	Turn slight right onto East Geneva Street
32	20.328		Keep right onto Laurel Street
33	20.826	←	Turn left onto Knollwood Drive
34	21.087	→	Turn right onto Access Road
35	21.235	←	Turn left onto Cisco Road

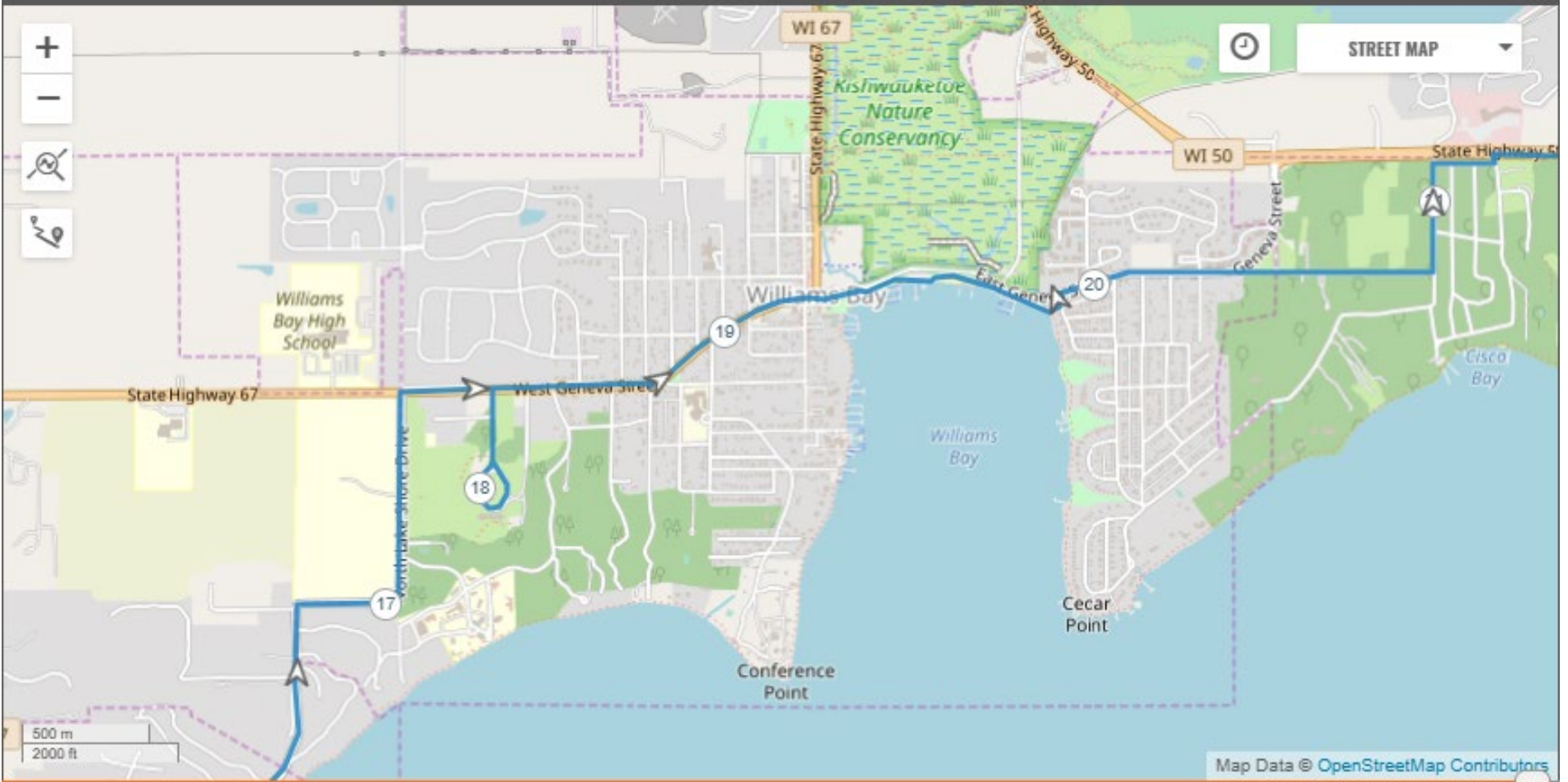
No	Miles	Turn	Directions
36	21.259	→	Turn right onto State Highway 50
37	22.646	→	Turn right onto Snake Road
38	23.161	↖	Keep left onto Snake Road
39	25.305	→	Turn right onto West Main Street
40	25.466	→	Turn right onto Lake View Drive
41	25.960		Keep right
42	26.028	←	Turn left
43	26.029		FINISH

# LAKE GENEVA MARATHON - 2026

DISPLAY MENU



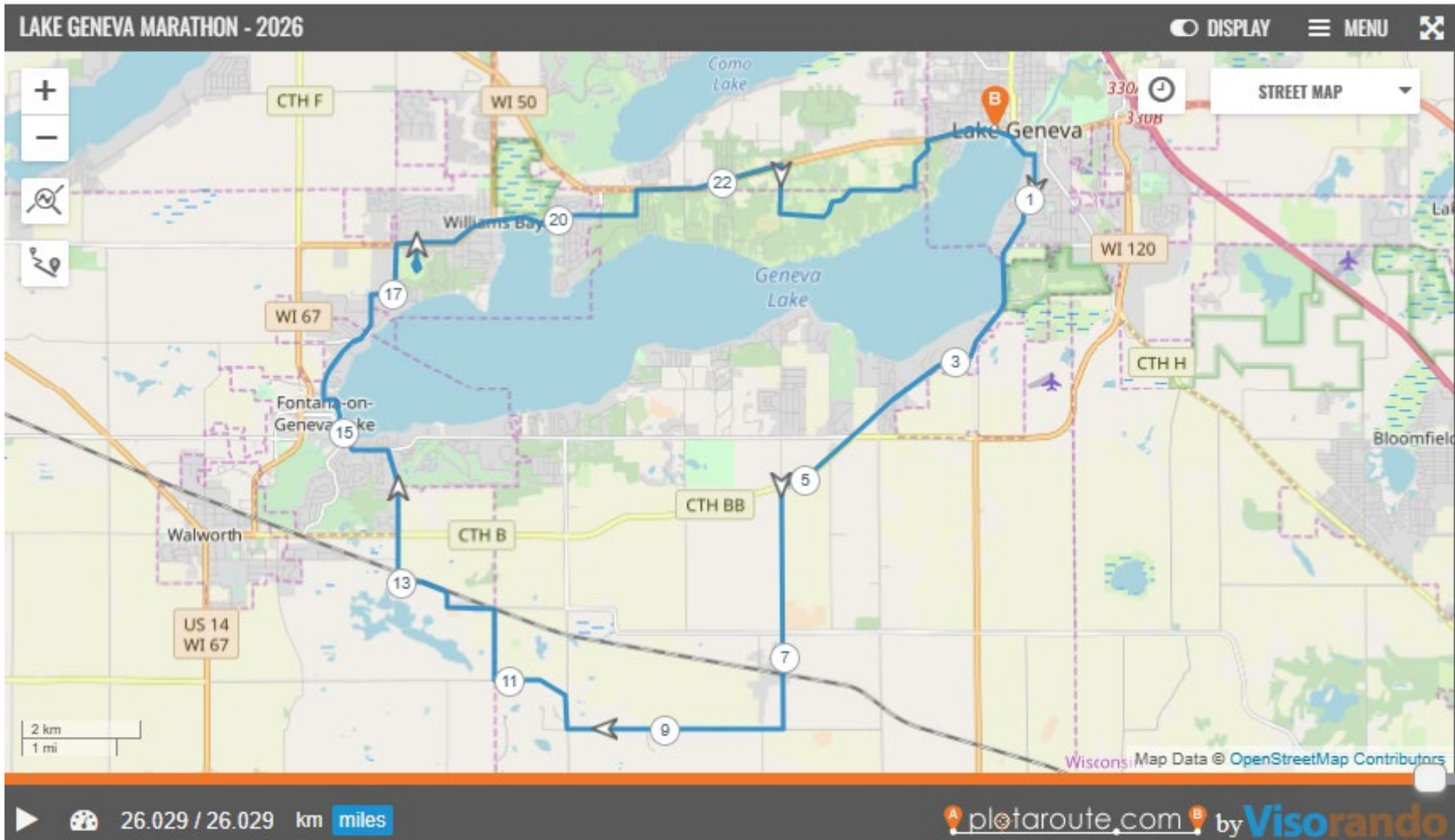
STREET MAP

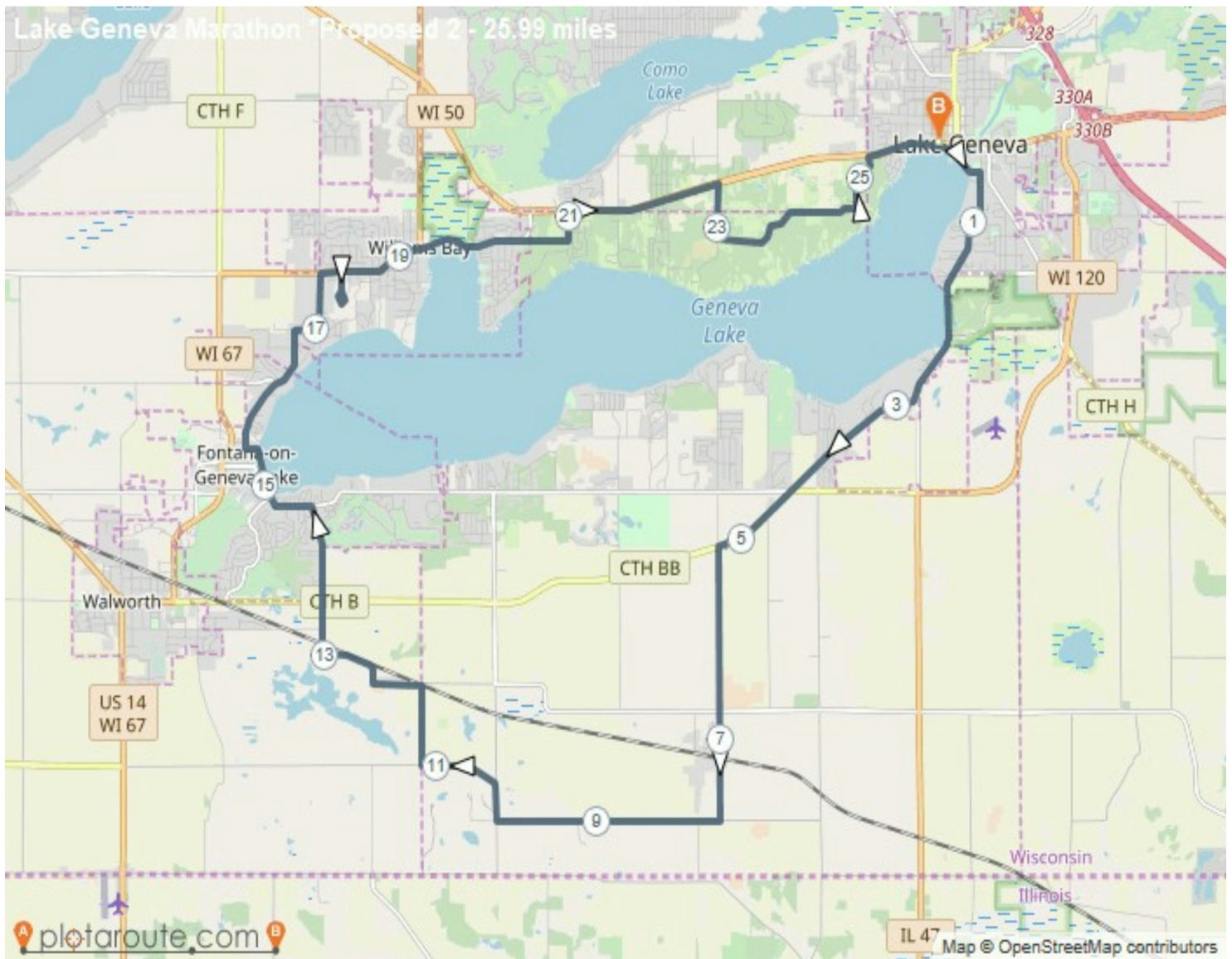


Map Data © OpenStreetMap Contributors

26.029 / 26.029 km miles

plotaroute.com by Visorando





\*PROPOSED ROUTE - Plotaroute map address:  
<https://www.plotaroute.com/route/2793798>

Mile 17.25 - North Lake Shore Drive | West Geneva St.  
First runner - 9:16 am  
Final runner - 12:06 pm

Mile 19.25 - West Geneva St. | Highway 67  
First runner - 9:27 am  
Final runner - 12:38 pm

Williams Bay



# LAKE GENEVA

MARATHON | HALF MARATHON

## Williams Bay

Lake Geneva Marathon | Half Marathon  
Saturday, October 17<sup>th</sup>, 2026  
7:30 AM Start\*

December 22, 2025

Robert J. Kennedy- [rjkennedy@rockroads.com](mailto:rjkennedy@rockroads.com)

Raun Flowers [rflowers@rockroads.com](mailto:rflowers@rockroads.com)

Rock Road Companies, Inc.

PO Box 1818

Janesville, WI 53547-1818

***Subject: 2024 Roadway Improvements: Payment Application 4 and Contract Completion***

Dear Rock Road Companies, Inc.

We received payment request 4 application that has a request for payment of \$83,631.32 with a corresponding retainage of \$63,776.98; this equates to a total amount due of \$147,408.30. This application contains a sworn statement showing that you still owe the subcontractors and suppliers money. We estimate the sum of the remaining contract items, including payments to subcontractors and suppliers, liquidated damages, engineering expenses past the completion date, and the remaining restoration of Lakewood Trails closely matches the total amount due of \$147,408.30; therefore, this application is not recommended for payment. As of the date of this letter, this project is 150 days past completion and appears to be at a standstill.

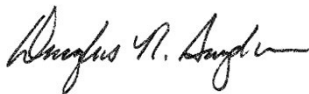
We offer the following options to close this project:

1. Rock Road Companies, Inc. completes the remaining contract items including providing an unconditional lien waiver prior to January 23, 2026. This option provides the Village with the ability to waive a portion of the liquidated damages.
2. The Village declares Rock Road Companies, Inc. in default of the contract and seeks remedy from the bonding company to provide the remaining contract items.
3. Rock Road signs and returns attached Change Order 5 and provides the close out documents including an unconditional lien waiver prior to January 23, 2026; failure to do so may force the Village into Option 2 above.

Please advise us of your selected option prior to January 2, 2026.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Douglas R. Snyder, P.E.

Encs. As noted

C/encs.: David Lothspeich, Administrator (email)

P:\WLMSV\2400607-2024 ROADWAY IMPROVEMENTS\CONSTRUCTION\OPTIONS TO CLOSE PROJECT.DOCX

CHANGE ORDER #5

**PROJECT:** 2024 Roadway Improvements **DATE OF ISSUANCE:** December 23, 2025

**OWNER:** Village of Williams Bay **ENGINEER:** Baxter & Woodman, Inc.  
 250 Williams Street  
 Williams Bay, WI 53191 Burlington WI, 53105

**CONTRACTOR:** Rock Road Companies, Inc. **ENGINEER's Project No.** 2400607.00  
 P.O. Box 1818  
 Janesville, WI 53547

You are directed to make the following changes in the Contract Documents:

1. Reduce the contract price by \$10,000 for the Owner to complete the lawn restoration punch list items in Lakewood Trails.
2. Reduce the contract price for the contract specified liquidated damage of \$500/day for Completion for the period between July 25, 2025 and the date of the preparation of this change order.

**Attachments:** None

**CHANGE IN CONTRACT PRICE:**

Original Contract Price: \$1,171,312.32

Previous Change Orders:  
 No. 1 to No. 4 \$73,577.55

Current Contract Price: \$1,244,889.87

Net decrease of this Change Order: (\$85,000.00)

Contract Price with this Change Order: \$1,159,889.87

**CHANGE IN CONTRACT TIME:**

Original Contract Time:  
 Substantial Completion: May 23, 2025  
 Completion: July 25, 2025

---

Change from previous Change Orders: None

---

Current Contract Time:  
 Substantial Completion: May 23, 2025  
 Completion: July 25, 2025

---

Net Increase of this Change Order: None

---

Contract Time with this Change Order:  
 Substantial Completion: May 23, 2025  
 Completion: July 25, 2025

**PREPARED BY:** BAXTER & WOODMAN, INC. **APPROVED:** VILLAGE OF WILLIAMS BAY, WI **ACCEPTED:** ROCK ROAD COMPANIES, INC.

By \_\_\_\_\_ By \_\_\_\_\_ By \_\_\_\_\_  
 Douglas R. Snyder, P.E. Adam Jaramillo Robert J. Kennedy, Jr.  
 Vice President Village President C.E.O.

# 2025

apps.dnr.wi.gov/fisheriesmanagement/Tournaments/Calendar/

**Fisheries Management Information System**

Calendar of Permitted Tournaments

[<< Previous Month](#)
[Current Month](#)
[Next Month >>](#)

Choose month:   
 County:   
 Primary Waterbody:   
[View printable list of tournaments](#)  
 Click on a waterbody to get details about the tournament(s) and waterbody limits including a list of all the waterbodies involved.

October 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11 DELAWAN LAKE: 1 Approved Tournament(s)
12 DELAWAN LAKE: 1 Approved Tournament(s)	13	14	15	16	17	18 GENEVA LAKE: 1 Approved Tournament(s)
19	20	21	22	23	24	25
26	27	28	29	30	31	

# 2026 (as of 12/18/25)

apps.dnr.wi.gov/fisheriesmanagement/Tournaments/Calendar/

**Fisheries Management Information System**

Calendar of Permitted Tournaments

[<< Previous Month](#)
[Current Month](#)
[Next Month >>](#)

Choose month:   
 County:   
 Primary Waterbody:   
[View printable list of tournaments](#)  
 Click on a waterbody to get details about the tournament(s) and waterbody limits including a list of all the waterbodies involved.

September 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26 GENEVA LAKE: 1 Pending Tournament(s)
27	28	29	30			

apps.dnr.wi.gov/fisheriesmanagement/Tournaments/Calendar/

**Fisheries Management Information System**

Calendar of Permitted Tournaments

[<< Previous Month](#)
[Current Month](#)
[Next Month >>](#)

Choose month:   
 County:   
 Primary Waterbody:   
[View printable list of tournaments](#)  
 Click on a waterbody to get details about the tournament(s) and waterbody limits including a list of all the waterbodies involved.

October 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## David Lothspeich

---

**To:** 22 Events  
**Subject:** RE: Proposed Lake Geneva Marathon - Need for Information

---

**From:** 22 Events <22eventslive@gmail.com>  
**Sent:** Wednesday, October 29, 2025 1:27 PM  
**To:** David Lothspeich <admin@vi.williamsbay.wi.gov>  
**Cc:** Justin Timm <chief@vi.williamsbay.wi.gov>; Tina Kolls <clerk@vi.williamsbay.wi.gov>; Cicily Fortin <cicilytrimpe@gmail.com>  
**Subject:** Re: Proposed Lake Geneva Marathon - Need for Information

Hi Dave.

I have also attached a proposed course map: <https://www.plotaroute.com/route/2793798>

As it pertains to Williams Bay, the route brings runners against traffic on North Lake Shore Drive, before turning right onto West Geneva Street where runners will run WITH traffic on the shoulder, before jumping on the Lake Geneva Shore Path. There is a timeline included within the attached map which shows first/final runners. We have yet to work on an aid station schedule, though we will more than likely place one along the path near the boat launch.

This route would have us on Hwy 50 for 1.3 miles. We would likely want/need the right lane closed for a few hours with runners running WITH traffic. The Sheriff's Dept preferred this over crossing 50 twice. Any thoughts and/or ideas with this would be appreciated.

We have driven, ridden and run this loop over and over. There are a few precarious spots indeed, though nothing that we can't overcome with an abundance of volunteers and signage to ensure safety for all entrants.

As we talk numbers, we're speculating. The old LG Marathon never really brought in a large crowd, though we believe this race could be/should be a bigger deal, though maybe we're being overly optimistic.

Need anything else from me, please reach out!

Derek  
651.337.0177

**Derek Lindstrom**  
Owner | Event Director  
**22 Events LIVE, LLC**  
Race & Event Management  
651.336.0177



# Lake Geneva Marathon - 2026

## ROUTE INFORMATION



ROUTE LENGTH 26.029 miles

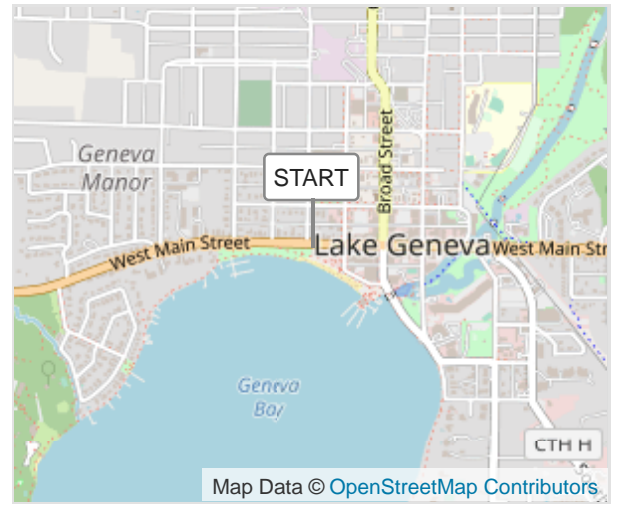
ASCENT 1555 ft

DESCENT 1551 ft

HILLS **↑** 38.1% | **↓** 39.1% | **→** 22.8%

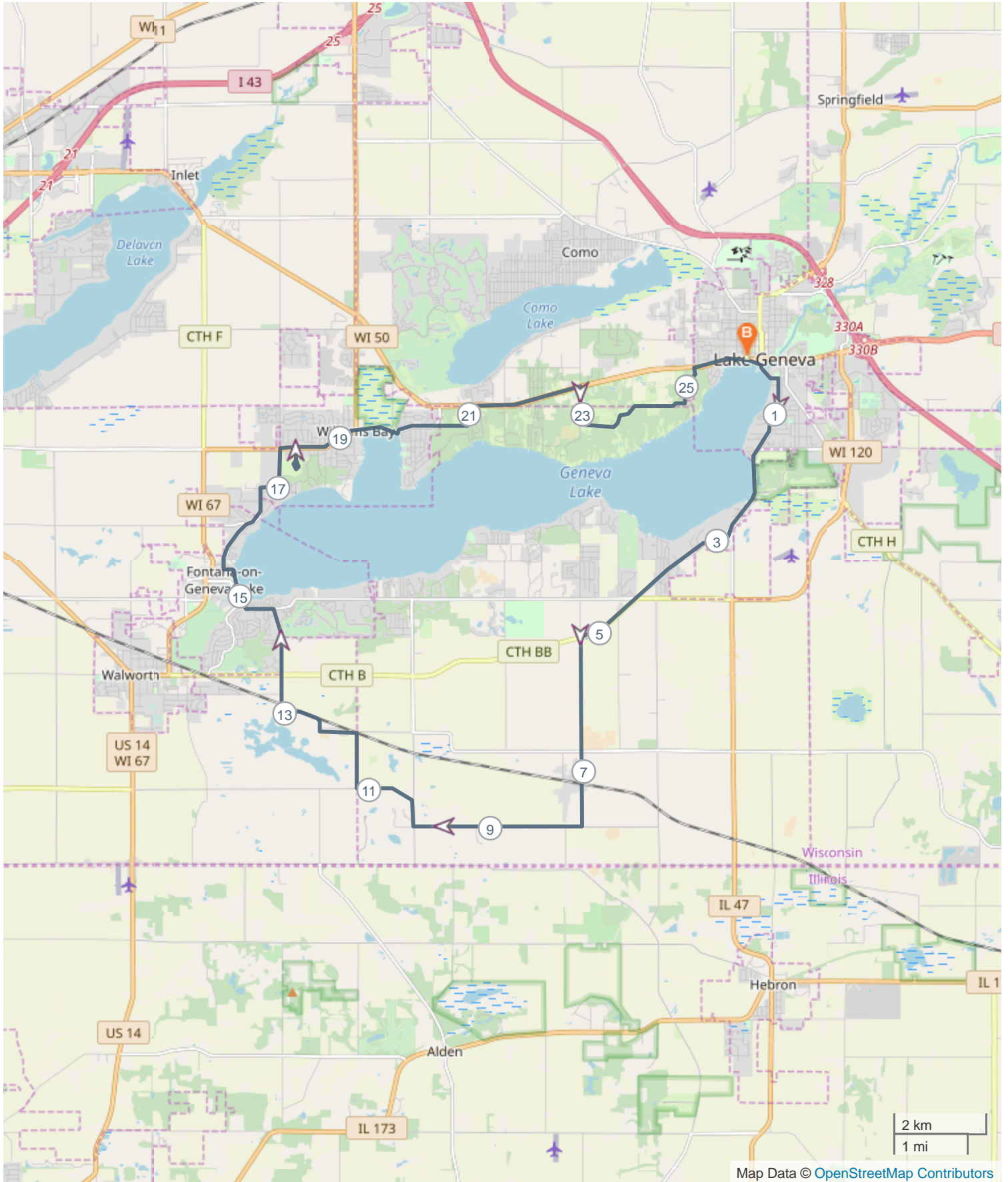
TERRAIN Road **A**

START **LAT:** 42.591423, **LNG:** -88.438492



## NOTES

# Lake Geneva Marathon - 2026



## ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.033		Keep right
2	0.074	←	Turn left
3	0.082	→	Turn right onto Wrigley Drive
4	0.183	↗	Turn slight right onto Wrigley Drive
5	0.508	→	Turn right onto South Lake Shore Drive
6	2.622		Keep right onto South Lake Shore Drive
7	5.245	←	Turn left onto Zenda Road
8	7.754	→	Turn right onto Mohawk Road
9	10.006	→	Turn right onto Swamp Angel Road
10	10.348	←	Turn left onto Lakeville Road
11	11.128	→	Turn right onto Linn Walworth Road
12	11.850	←	Turn left onto Cobblestone Road
13	14.401	←	Turn left onto South Lake Shore Drive
14	14.890		Keep right onto South Lake Shore Drive
15	15.104	↘	Turn sharp right onto Lake Street
16	15.491	→	Turn right onto North Lake Shore Drive
17	17.536	→	Turn right onto West Geneva Street
18	17.756	→	Turn right onto Observatory Place
19	17.930	↗	Keep right onto Observatory Place
20	18.104		Keep left onto Observatory Place
21	18.187		Keep right onto Observatory Place
22	18.386	→	Turn right onto West Geneva Street
23	18.770	→	Turn right onto Stam Street
24	18.782	→	Turn right onto West Geneva Street
25	19.257	←	Turn left
26	19.372	←	Turn left
27	19.380	→	Turn right
28	19.461	←	Turn left onto Lake Geneva Shore Path
29	19.877	↙	Turn sharp left
30	19.903	→	Turn right
31	19.915	↗	Turn slight right onto East Geneva Street
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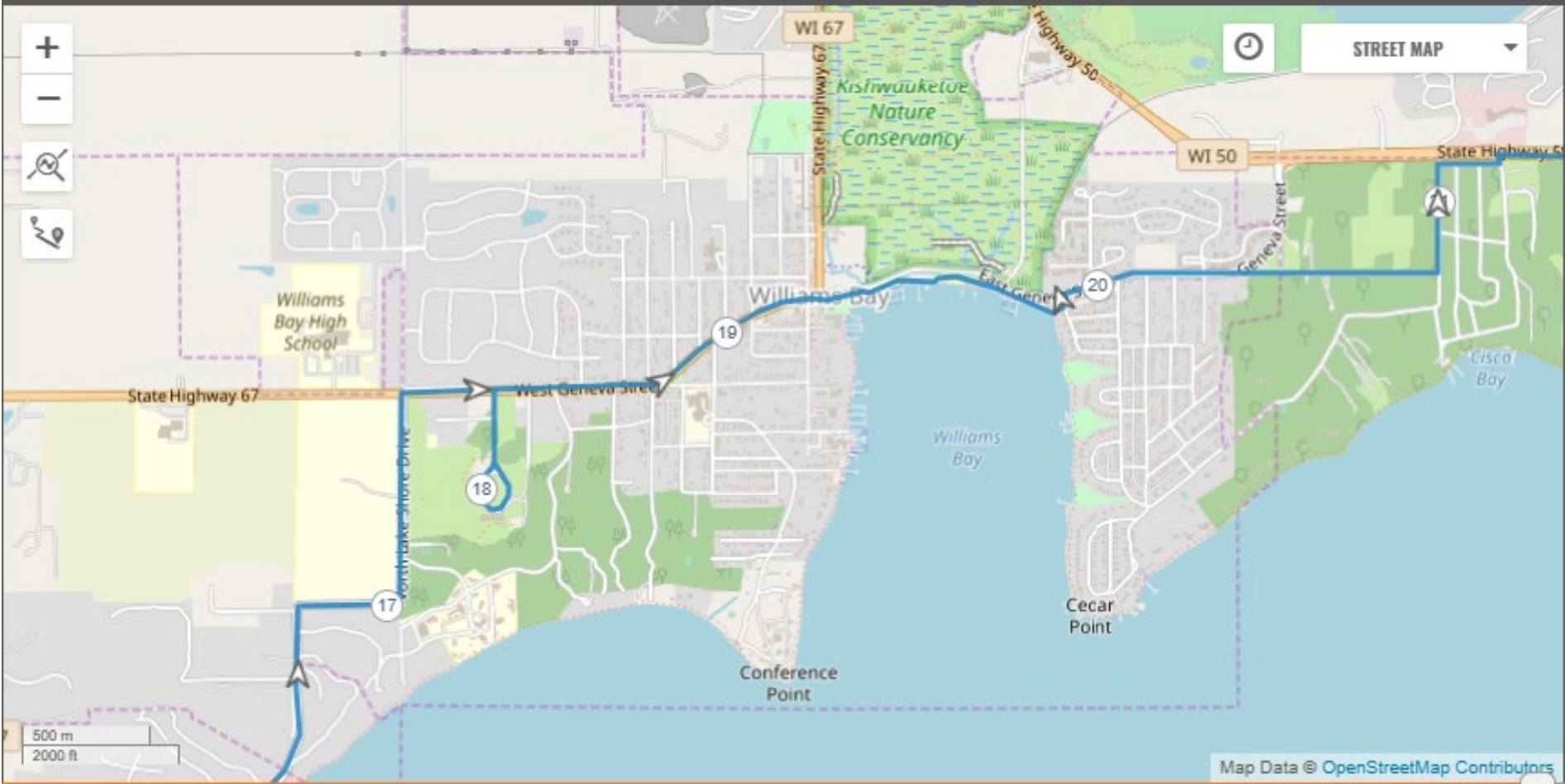
<b>No</b>	<b>Miles</b>	<b>Turn</b>	<b>Directions</b>
36	21.259	➔	Turn right onto State Highway 50
37	22.646	➔	Turn right onto Snake Road
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39	25.305	➔	Turn right onto West Main Street
40	25.466	➔	Turn right onto Lake View Drive
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LAKE GENEVA MARATHON - 2026

DISPLAY MENU



STREET MAP

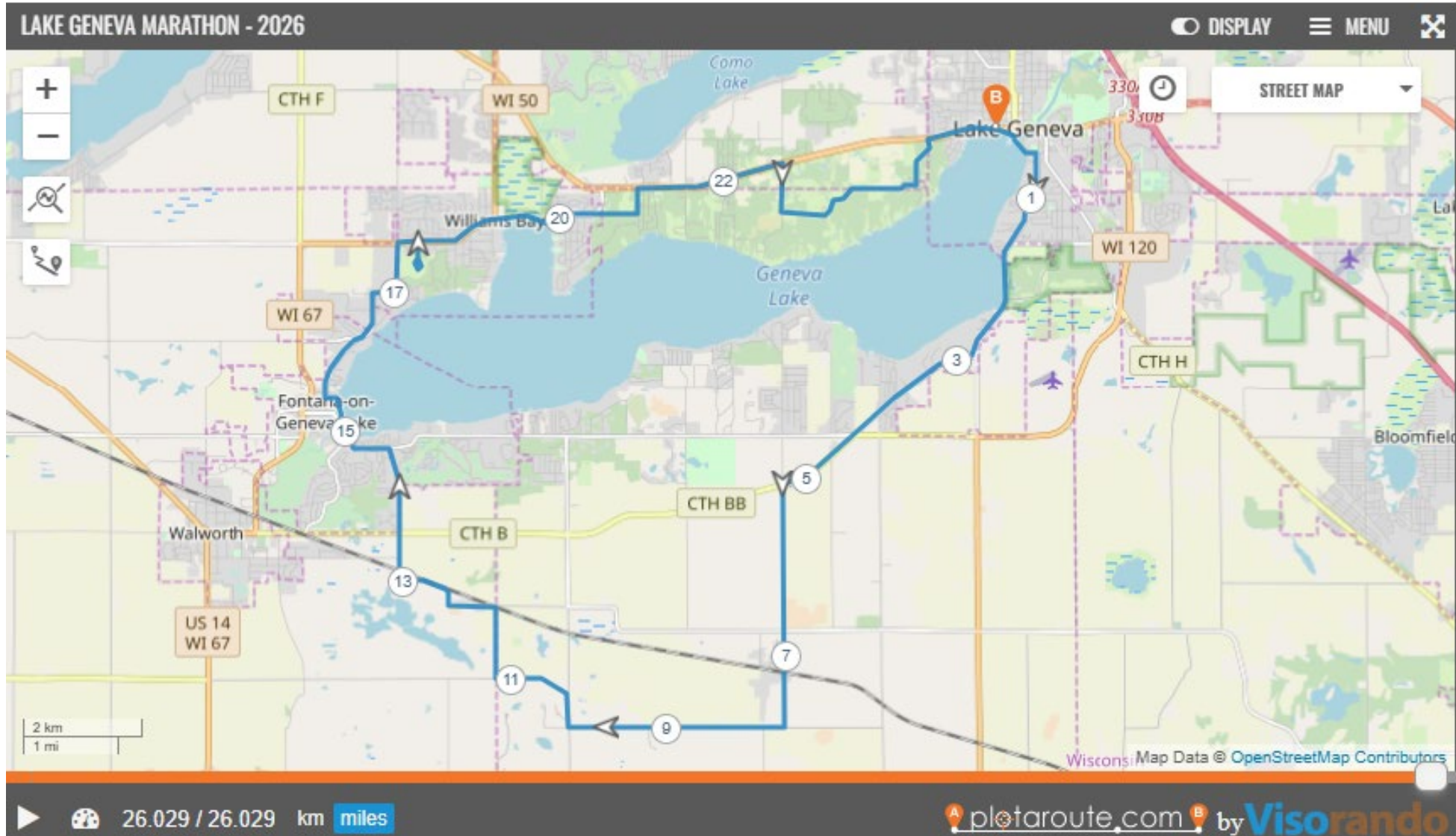


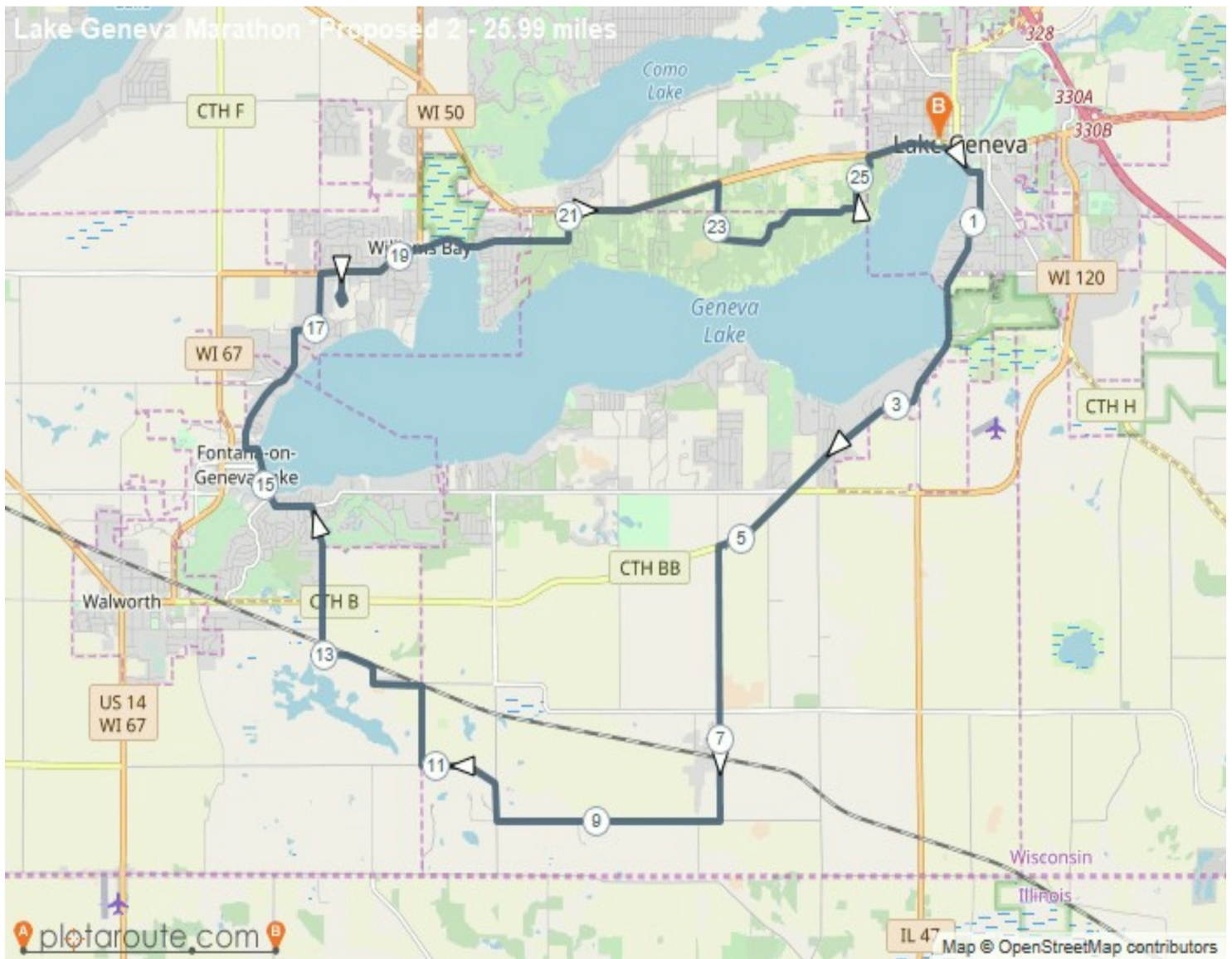
500 m  
2000 ft

Map Data © OpenStreetMap Contributors

26.029 / 26.029 km miles

plotaroute.com by Visorando





\*PROPOSED ROUTE - Plotaroute map address:  
<https://www.plotaroute.com/route/2793798>

Mile 17.25 - North Lake Shore Drive | West Geneva St.  
First runner - 9:16 am  
Final runner - 12:06 pm

Mile 19.25 - West Geneva St. | Highway 67  
First runner - 9:27 am  
Final runner - 12:38 pm

Williams Bay



# LAKE GENEVA

MARATHON | HALF MARATHON

## Williams Bay

Lake Geneva Marathon | Half Marathon  
Saturday, October 17<sup>th</sup>, 2026  
7:30 AM Start\*



# FONTANA FIRE DEPARTMENT MONTHLY REPORT - NOVEMBER 2025



## RESPONSE DATA

NOVEMBER 2025	Total	Percent
Williams Bay	25	35%
Fontana	23	32%
Walworth Township	13	18%
Mutual Aid Responses	10	14%

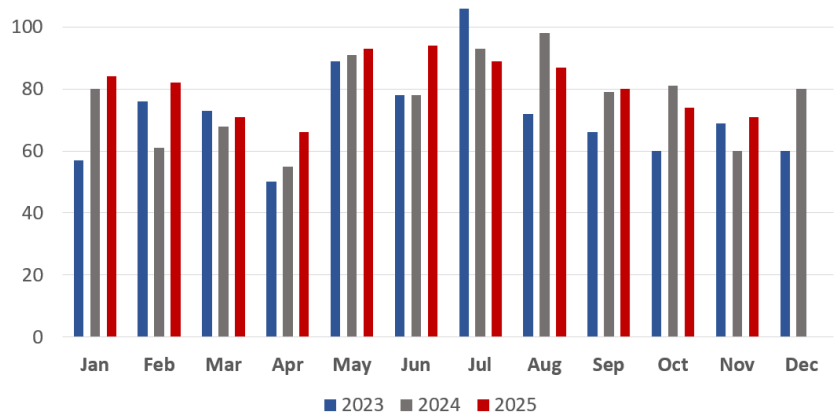
TOTAL RESPONSES 71

### Response Time Report

#### Average Dispatched to Arrival on Scene

Williams Bay	6:00
Fontana	6:00
Walworth Township	7:24

## 3 YEAR TRENDS



## TRAINING & CERTIFICATIONS

Personal Protective Equipment Inspections Surface Water Rescue Advanced Airway	Vehicle Extrication Pump Operator
--------------------------------------------------------------------------------------	--------------------------------------

## PUBLIC EDUCATION & EVENTS

- Milwaukee County Mass Casualty Drill
- Veterans Day recognitions

## OPERATIONS

- Informational Meetings with architect and contracting firms
- Assisted Racine Fire Department with water recovery operation
- 20 Fire Inspections & 8 Short Term Rental Inspections





Committed to our community  
*It's all about delighting customers with great service.*

# Today's Agenda

- Introductions
- TDS History/ Overview
- Community Benefits
- Construction
- Questions/Next Steps





- Telephone and Data Systems, Inc. parent company
- Publicly-traded company [NYSE: TDS] and family-owned



TDS Telecommunications is a 2021 Top Workplace! 2 Years Running

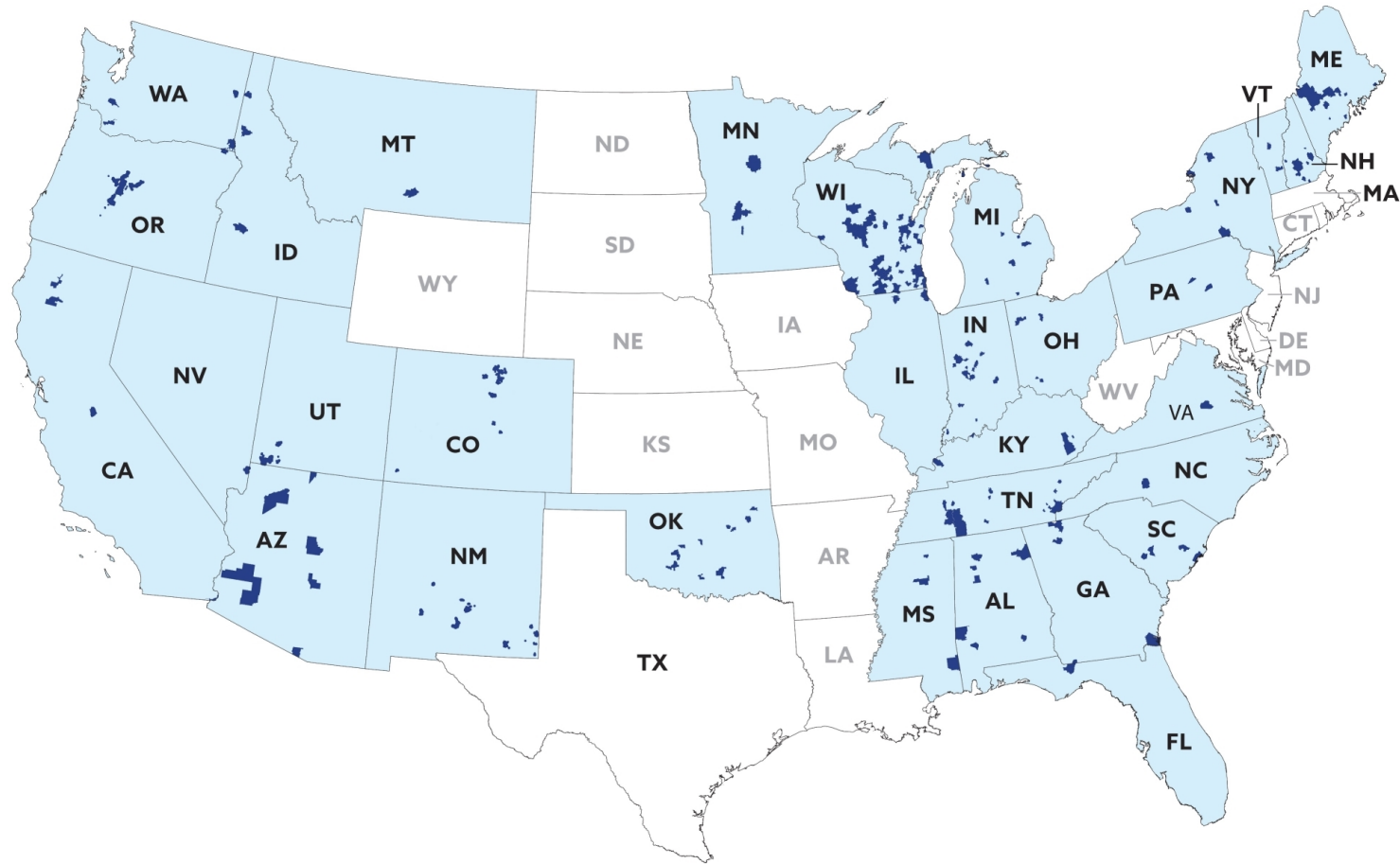


# About TDS Telecom

- TDS Telecom is headquartered in Madison, WI
- The nation's 7th largest wireline communications company offering broadband, video, and voice.
- Over 1 million Fiber Passing Club
- We employ approximately ~3,400 talented professionals



# The Places TDS Serves



*It's all about delighting customers with great service.*



# Fiber Deployments

- TDS has aggressively pursued two fiber strategies:
  - Overbuilding existing areas in our footprint to better serve customers and remain competitive
  - Greenfield builds include deploying next generation fiber versus copper and coax networks
- Fiber results have been exceptional:
  - Overall broadband take rates of 50% in fiber-served areas
  - 44% of customers take a double or triple play (Data and Video and/or Voice)
  - Named Wisconsin's fastest broadband provider by Speed test as reported by the Milwaukee Journal Sentinel



# Strong community partnership Sun Prairie, Wisconsin



**First partnership outside our footprint**



**Demonstrated need for better broadband**



**Committed to building out fiber throughout the city – in 16 months!**



**3,700+ customers upgraded**

**Residents and businesses now have access to 2 Gig internet service, state-of-the-art TV, and digital voice service**



# The entire community benefits

- Fiber-optic technology is tomorrow's technology, available today—it's the preferred network
- Enjoy speeds up to 8 Gig
- Expands bandwidth capability; fiber cables carry loads of information, thousands of times more than conventional technology
- Extremely reliable; while made of glass, fiber is virtually immune to interference and doesn't falter under harsh weather conditions
- Security— it's nearly impossible for hackers to tap into the lines or sneak into a network
- Home values increase, by as much as 3.1% (~\$6,000 for a typical home)\*
- Future-proof! Fiber easily carries today's services (internet, TV, phone) with room to spare for what's to come

---

**GBPS** GIGABIT PER SECOND—CAN TRANSMIT A  
TYPICAL 2-HOUR MOVIE IN 16 SECONDS.

---

\*bbcmag.com, What Fiber Broadband Can Do For Your Community; Fall 2015



# Why Williams Bay, WI?

- During evaluation of communities, Williams Bay was identified:
  - Residents are ready to adopt fiber and the advanced technologies it delivers
  - Demographics match areas TDS has been successful
  - Your community is underserved by existing providers
  - Products and services currently available do not meet the needs of residents or businesses
- Partnership with TDS would deliver Williams Bay with new products including:
  - 8 Gig broadband service
  - Fully-featured IP-based TV video service with whole home DVR, wireless set-top boxes, and VoD
  - managedIP, a hosted voice solution for business customers
  - Advanced services (cloud back-up services, network security, and Wi-Fi)
- 24/7 technical support
  - Local technicians/National help desk





# UNLEASH PEAK PERFORMANCE



Proud Partner of the  
Green Bay Packers

[Order Now](#)



**FIBER INTERNET**



# TDS FIBER



## WHO IS TDS?

TDS is a leading provider of all-fiber Internet, TV, and phone services, delivering amazing, cutting-edge technology to tech-savvy communities nationwide. We've been delighting households and businesses for more than 50 years with innovative technology and services.

## HOW ARE WE DIFFERENT?

We've invested heavily to install a future-forward infrastructure in the communities we serve, capable of accommodating the technologies of today and tomorrow. With more than 1.2 million connections across the country, we've earned a rock-solid reputation in the industry.

205183\_8Gigbuck\_7-24.indd 1

5/16/25 1:39 PM

## GET READY FOR AN **ALL-FIBER NETWORK** IN YOUR NEIGHBORHOOD.

### INTERNET

Enjoy ultrafast, equal, and reliable download and upload speeds up to 8 Gig.

### TDS TV<sup>+</sup>

Bring your must-see TV programming and streaming app favorites like Netflix<sup>®</sup> together in one place.

\*Netflix streaming subscription required.

### HOME PHONE

Talk to family and friends near and far with crystal-clear digital sound. Unlimited plans available.



Receive special offers when you register for service today!  
Register at [TDSFiber.com/future](https://TDSFiber.com/future).

TDS Fiber services not available in all areas. **High-Speed Internet:** Availability varies and speeds shown may not be available at all service addresses. Certain speeds are only offered in areas served by TDS Fiber. Speed ranges shown are expressed as "up to" to represent network capabilities between customer location and the TDS network. Most customers can expect to receive a stable speed within the range of the product purchased as allowed by the quality and capability of the connection; however, actual speeds experienced by customers vary and are not guaranteed. Some customers may receive lower than the indicated speed range. Speeds vary due to various factors, including but not limited to: distance from switching locations, network equipment, delivery technology, and external/internal network conditions. Speed tests may produce inconsistent results due to various factors, including the speed test program or website used, the number of devices connected to the customer's modem, and whether the speed test is conducted over Wi-Fi. Customers that are not receiving the indicated speeds may cancel their service or downgrade to a lower speed service without any termination or switching charges. Otherwise, a \$15 service charge may apply to existing customers who switch plans without increasing speed or adding qualifying service. In order to maximize Internet speeds above 100Mbps, a compatible network interface card is required. **TDS TV<sup>+</sup>:** Wireless TDS TV<sup>+</sup> Set Top Box (STB) signal quality varies, and additional wiring may be required. A minimum of one STB required per account. Wireless STBs require compatible Wi-Fi equipment. Some channels are not available in all areas. Sports programming is subject to in-market availability and blackouts. TDS TV<sup>+</sup> service uses your internet connection and bandwidth availability may restrict resolution and TV streams available. Services and offers (if not available in all areas. Price may vary by serving area. Offers, products, packages, and pricing are subject to change without notice. After promotional period, normal rates apply. If any part of the bundle is terminated, discounts are void. Some services require equipment and normal fees may apply. TDS equipment must be returned upon disconnection or unreturned equipment charges may apply. Equipment handling fees may apply. Services subject to TDS Terms of Service at [tdstelecom.com/tos](https://tdstelecom.com/tos), TDS Privacy Policy at [tdstelecom.com/privacy](https://tdstelecom.com/privacy), and TDS Acceptable Use Policy at [tdstelecom.com/use](https://tdstelecom.com/use). TDS Telecom<sup>®</sup> and TDS<sup>®</sup> are registered trademarks of Telephone and Data Systems, Inc. Copyright © 2025, TDS Telecommunications LLC. All Rights Reserved. 205183\_8Gig\_buck/5-25/17406



205183\_8Gigbuck\_7-24.indd 2

5/19/25 3:55 PM

# Committed to our community

Giving back is an integral part of the culture at TDS. From hands-on volunteering, to in-kind and financial support, TDS takes a vested interest in the growth and success of the communities we serve.



# Building A Permanent Presence in Market

- Sustained Market Leadership
  - Establish a permanent presence through reliable and innovative services
- Field Service Excellence
  - Ensuring consistent service to strengthen customer trust and loyalty
- Growth
  - Building a local network of trusted associates to enhance service delivery



# Field Marketing

- Hire locally
- Create partnerships with local organizations and businesses
- Volunteer and participate in philanthropic opportunities



# BUSINESS SOLUTIONS

## Internet Access

- High Speed Internet up to 8 Gig
- Dedicated Internet Access up to 10 Gig

## Voice Services

- Connect to your equipment
- Telephone lines (analog), ISDN PRI, SIP

## All Inclusive Services – *Voice Over IP*

- Hosted and managed by TDS. Includes local and long distance, features, phone handsets

Metro Ethernet – connect multiple locations

TDS TV for Business



***More than 100,000  
customers are experiencing  
the benefits of TDS business  
solutions.***



# Network Construction

Aerial Cable Placement (Bucket Truck)



Buried Cable Placement (Directional Bore)



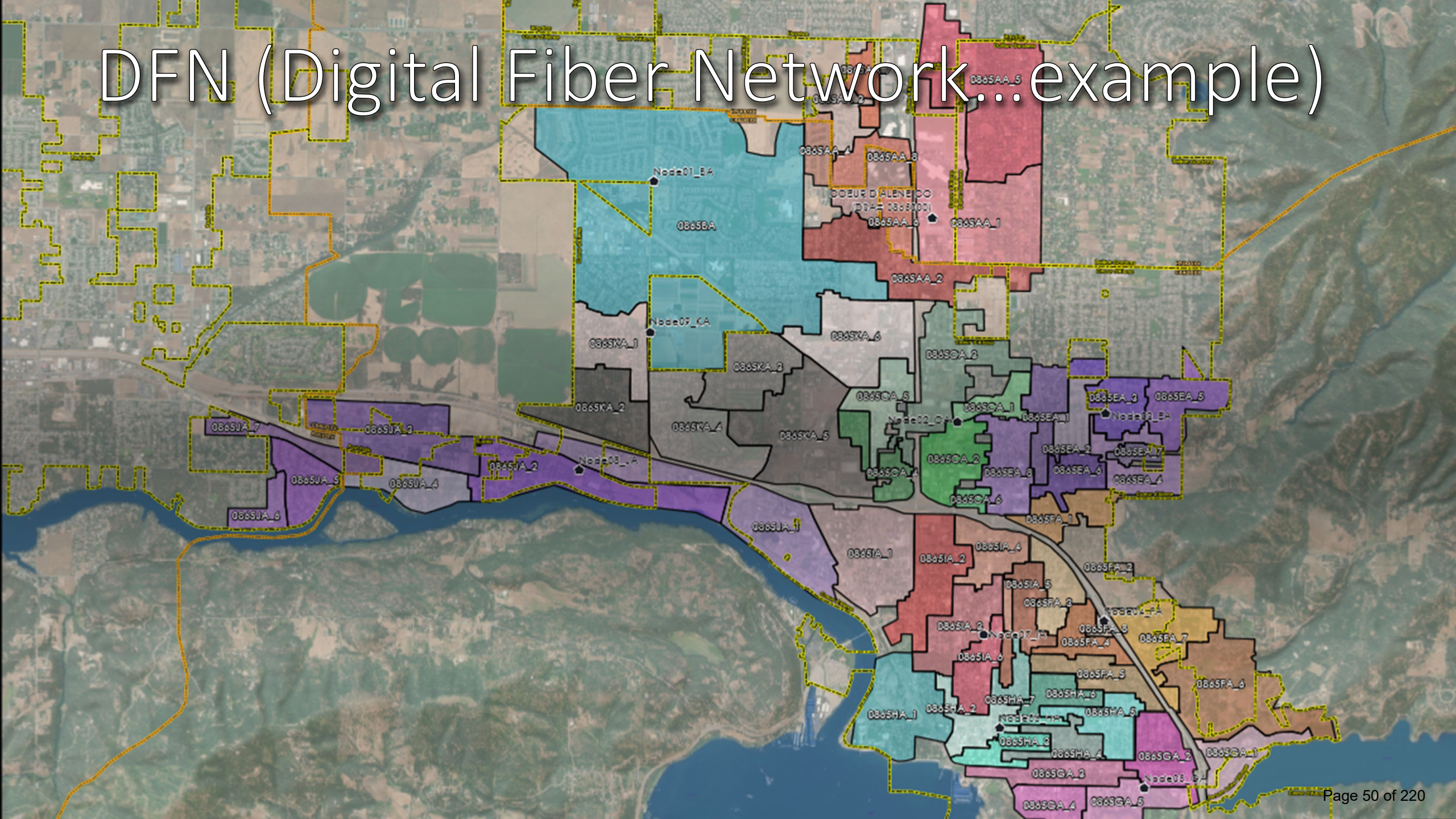
Pedestal



Handhold



# DFN (Digital Fiber Network...example)



# Prior to Construction

**IMPORTANT CONSTRUCTION NOTICE**

# TDS FIBER

**YOUR NEIGHBORHOOD IS ALMOST READY FOR THE FUTURE! TDS FIBER MEANS:**

- Lightning-fast internet speeds up to 8 Gig
- Robust TV programming packages
- Crystal-clear, reliable phone service

Thanks in advance for your patience during the construction process.

Please call **1-833-597-2945** for more information, or visit [tdsfiber.com/Now](http://tdsfiber.com/Now) to register for services.

**IMP 1-week postcard ON NOTICE**

Construction to bring **TDS® Fiber Internet** service to your neighborhood will begin soon.

**Please be advised that:**

A contractor will be in your area marking existing underground utilities with flags or spray paint. This helps prevent damage to those facilities and adds a layer of safety for workers and residents.

Like other utility companies, TDS has the right to work on public utility easements, including those located in your front, side, or back yard. We'll minimize disruption to the easement landscape as much as possible, although some digging may be required. Restoration of any unsettled areas will take place within approximately two weeks after completion of work, weather permitting.

Thank you for your patience!

**Questions? PLEASE CALL 1-833-597-2945**

Scan to learn about the construction process.



## THE SCOOP ON TDS® FIBER CONSTRUCTION



Excitement is in the air because TDS Fiber will soon be in the ground! Here are the ins and outs of the construction process that will bring your neighborhood cutting-edge fiber internet, TV, and phone services—and bring you a new choice of provider.

**What is a Utility Easement?**

Easements grant utility companies, like TDS, the legal right to access areas of a property for running transmission lines, underground electric lines, and water, sewer, and fiber-optic lines. Easements may be located in your front, side, or back yard.



Before our work begins, a crew will mark the easement with utility flags and/or spray paint (see reverse side). We will do our best to notify you before any work takes place. When additional work begins, we'll minimize disruption to the easement landscape as much as possible, although some digging may be required.

Easements are often located in easily accessible areas of a yard. If they're obstructed, such as in a fenced backyard, ensure fences are unlocked and pets are inside or away from workers to allow access.

**3-week letter**

Learn more: [tdsfiber.com/construction2](http://tdsfiber.com/construction2)

See more on other side.

**Customer Service Triage Team**  
Toll free number directs caller to TDS customer contact center



# Day of Notifications

**TDS**

2GIG INTERNET | TV | PHONE

## ALL-FIBER NETWORK CONSTRUCTION

Crews are bringing TDS® Fiber Internet service to your neighborhood. Construction will be completed as quickly as possible, and we'll promptly clean up and restore any disrupted areas.

**QUESTIONS?**  
TDSFiber.com/construction | 1-855-259-8576

**TDS FIBER**

## NETWORK BUILD IN PROGRESS

**QUESTIONS?**  
Call 1-855-259-8576  
or visit  
TDSFIBER.COM/CONSTRUCTION

**TDS**

2GIG INTERNET | TV | PHONE

**IMPORTANT!**

**TDS**

## FIBER-OPTIC NETWORK CONSTRUCTION IS ABOUT TO BEGIN.

Construction is using fiber optic internet service to your neighborhood all day long. A construction crew is in your area making cutting underground cables with flags on their back. The heavy power shovels to their facilities and with a layer of safety for workers or residents. If you need further assistance or additional information is needed, please call our construction hotline at 1-855-259-8576 or visit TDSFiber.com/construction. To minimize your experience and preference during our network expansion to your neighborhood. DURING CONSTRUCTION you can bring your own equipment for your equipment to use. However, you will see heavy equipment and workers in your area. However, there will be some where digging a required construction will be completed in your area. Please check up and follow the crew during the construction. If construction is completed in your area, you will return to the way you normally use your area.

**1-855-259-8576**

**TDS**

## TDS FIBER

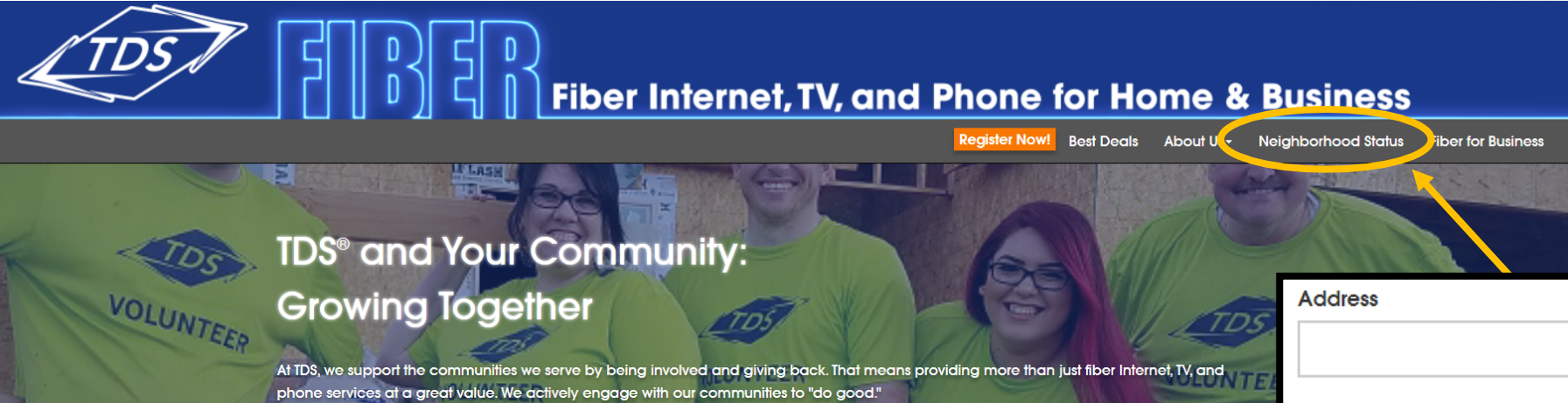
WHEN YOUR NEIGHBORHOOD FIBER PROJECT IS COMPLETE, YOUR HOME WILL BE READY TO WELCOME THE FUTURE. Just imagine: internet speeds up to 1Gbps, about 7x programming packages, plus crystal-clear phone service. Thank in advance for your patience during the construction process.

**REGISTER FOR FIBER SERVICE TODAY!**  
TDSFIBER.COM/now

**Customer Service Triage Team**  
Toll free number directs caller to TDS customer contact center



# Information –



**TDS FIBER** Fiber Internet, TV, and Phone for Home & Business

Register Now! Best Deals About Us **Neighborhood Status** Fiber for Business

**TDS® and Your Community: Growing Together**

At TDS, we support the communities we serve by being involved and giving back. That means providing more than just fiber Internet, TV, and phone services at a great value. We actively engage with our communities to "do good."

Address

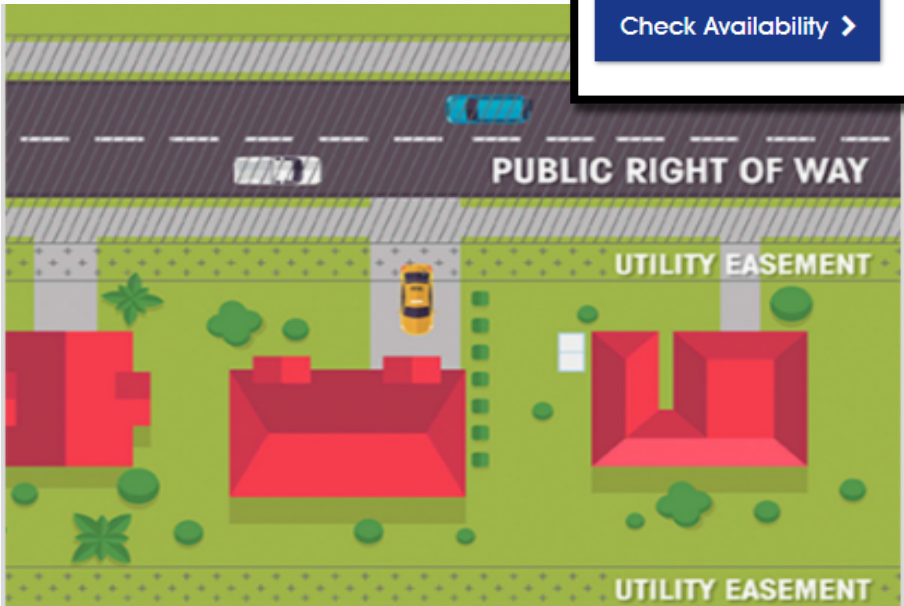
[Check Availability >](#)

### Safety Is Essential

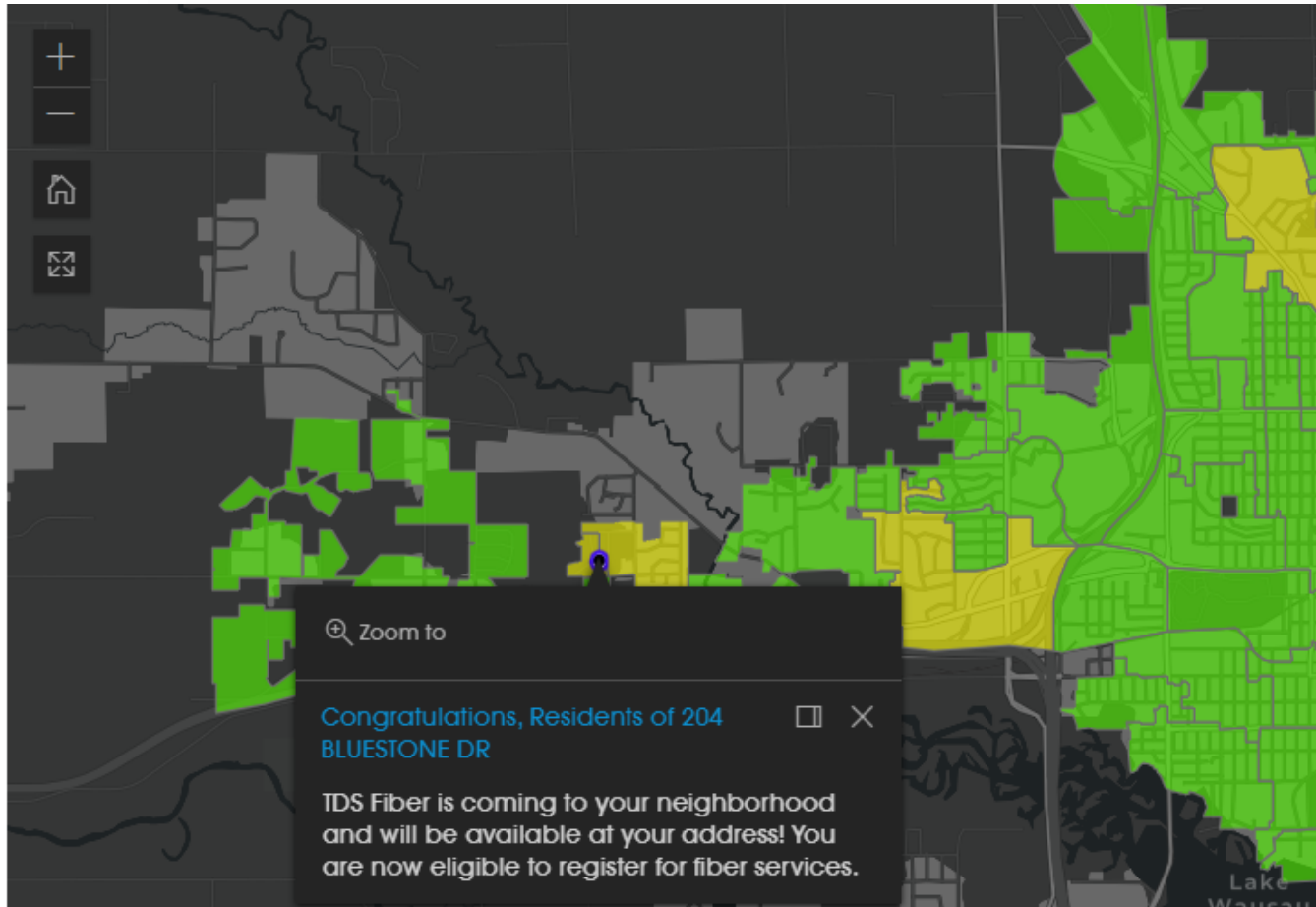
TDS uses an independent contractor specializing in locating any existing underground facilities. This helps prevent damage to those facilities and adds a layer of safety for workers and residents.

### When Construction Begins

We'll use cable placement techniques, such as directional drilling, to limit disruptions in the road right of way or utility easements the best we can. However, there will be areas where digging is required, and additional excavation is necessary.

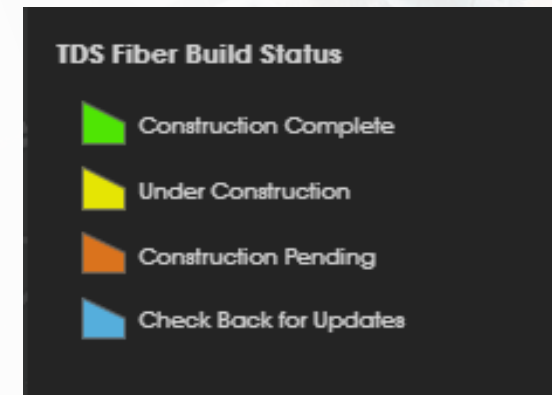


# YOUR NEIGHBORHOOD STATUS



Congratulations, Residents of 204  
BLUESTONE DR

TDS Fiber is coming to your neighborhood  
and will be available at your address! You  
are now eligible to register for fiber services.



QUESTIONS, CONCERNS & RESOLUTIONS

# CUSTOMER SERVICE TRIAGE

## TEAM



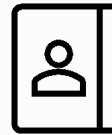
Dedicated team to provide a better customer experience. The one point of contact for all customer construction related inquiries.



Assesses the severity of an issue, identifies the correct course of action to resolve issues in a timely manner.



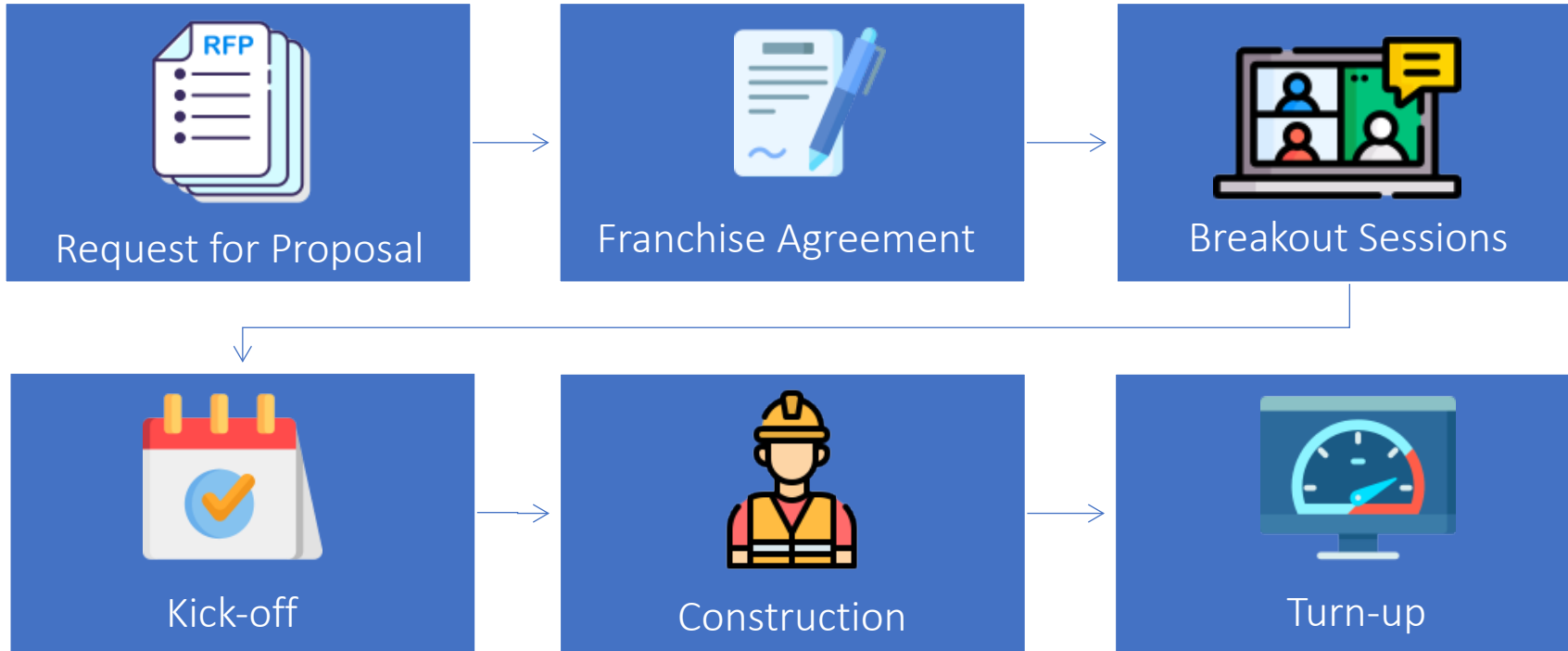
All issues are logged and tracked. If no action is taken on the ticket within the above timelines, ticket is escalated to the Outside Plant Construction Manger in charge of the project.



Response time SLA

- Critical – safety/damage related – 4 hours
- High – damage, no safety concern – 9 hours
- Medium – aesthetic/clean-up – 18 hours
- Low – misc. – 28 hours





# Fiber Videos

- [What is TDS Fiber?](#)
- [Fiber Explainer](#)
- [TDS is Building the Fiber Optic Internet of the future](#)



An aerial photograph of a residential neighborhood, showing a grid of streets, numerous houses, and some green spaces. The image is overlaid with a semi-transparent blue filter. The text "Questions & Next Steps..." is centered in white.

# Questions & Next Steps...

**CONVEYANCE OF  
EXCLUSIVE EASEMENT**

DOCUMENT NO.

This Conveyance of Exclusive Easement (including exhibits hereto, this "Conveyance") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Village of Williams Bay, a municipal corporation, its successors and assigns ("Grantor").

WHEREAS, GRANTOR is the owner of that certain land located Lot 2 Block 8 Addition NO.1 of Original Plat located in NE ¼ Section 1, Township 1 North, Range 16 East and part of FR NW ¼ Section 6, Township 1 North, Range 17 East, Village of Williams Bay, Walworth County, Wisconsin and more particularly described on Exhibit "A" ("Burdened Parcel") attached hereto and made a part hereof; and

NOW, THEREFORE, for valuable consideration of Five Thousand Dollars (\$5,000.00) and other good and valuable consideration, Grantor does hereby give, grant and convey to **TDS Metrocom, LLC**, its successors and assigns ("Grantee"), an "exclusive" perpetual easement upon, in, under, over, across, and along the Burdened Parcel ("Easement") to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground cables, wires, conduits, and for above ground equipment, cabinets, and appurtenances for communication and/or other purposes, together with the right to have commercial electrical service extended across, and under a portion of the certain real property described as follows:

RETURN TO

Attn: Sean Murray  
Permit/Construction  
525 Junction Road  
Madison WI 53717

Parcel Identification Number:  
WOP 00108

(Surveyed easement description inserted here)

1. **Grantee** may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of electronic telecommunications cabinets, overhead and underground cables, wires, ducts and conduits, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems, together with commercial electrical service extended upon, in, under, over, across, and along an easement area, **16x16** along those portions of the Burdened Parcel ("Easement Area") as more particularly described and depicted on Exhibit A.
2. **Grantee** shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted, and the right to cut down and control the future growth of all trees and brush which may, in Grantee's sole but reasonable judgment, interfere with Grantee's use of the Easement.
3. **Grantee** agrees that it will pay the reasonable value of actual physical damage done to the Burdened Parcel, arising at any time out of the exercise by it of the rights herein granted.
4. **Grantor** covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's successors and assigns.
5. **Grantor** agrees that all facilities consisting of poles, pedestals, underground cables and wires, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems, installed on or above the Burdened Parcel at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.

- 6. **Grantor** reserves for itself and its successor and assigns the right to use any portion of the Burdened Parcel, within or without the Easement Area, in any reasonable manner, provided such use does not interfere with or unduly inconvenience Grantee's full use and enjoyment of the Easement granted to Grantee herein.
- 7. **Grantor** covenants that they are the owners of the above-described lands, and the said lands are free and clear of encumbrances and liens of whatsoever character, except those personally held by the Grantor.
- 8. **Grantee** agrees that in the event Grantee ceases to make use of the Burdened Parcel for purposes pertaining to its telecommunications systems, Grantee shall, within 30 days of its ceasing to make use of the Burdened Parcel, notify Grantor in writing and this Easement shall terminate as of the date of said notification. In the event Grantee fails to so notify Grantor, then ten (10) days from the date of written notice from Grantor to Grantee, this Easement shall terminate.
- 9. **Grantee** shall, within six (6) months of the date of termination of this Easement, remove all of its facilities from the Burdened Parcel. In the event Grantee fails to so remove its facilities from the Burdened Parcel, the facilities shall be deemed abandoned and Grantor may, at its election, remove the facilities and bill the cost for removal to Grantee, payable within 30 days from the date of billing.

<p><b>TDS TELECOM</b> USE ONLY</p> <p>Company No. <u>0900</u></p> <p>Easement No. <u>EWBY-25-001</u></p> <p>Exchange No. <u>0045</u></p> <p>WBS Element: <u>TC-223045022</u></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

DATED: \_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
[Name]

By \_\_\_\_\_ (SEAL)  
[Name]

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally  
 Appeared \_\_\_\_\_ known  
 to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public \_\_\_\_\_ County,

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

The instrument was drafted by: Sean Murray, TDS Telecommunications Corporation  
 Insertions by: Roxann R Holda

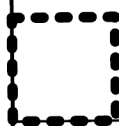
# EXHIBIT 'A'

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD.  
ALL IN PARCEL WOP 00108 DESCRIBED BELOW

Olive St

Williams St

APPROXIMATE  
EASEMENT AREA



DISCLAIMER:

This drawing is for visual reference only and lot lines are based on GIS and not survey grade. The actual easement area is as written above.



- - - - - APPROXIMATE EASEMENT AREA
- — — — — PROPERTY LINE

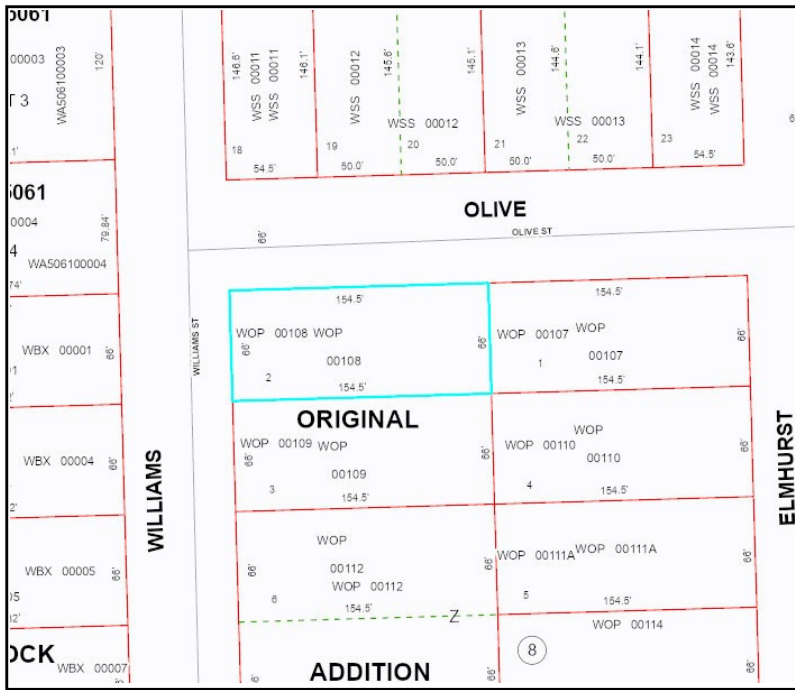


Mi-Tech Services  
2815 100th St., #310  
Urbandale, IA 50322





# Walworth County, WI Land Information Division



### Property Details

Municipality: VILLAGE OF WILLIAMS BAY  
 Parcel Number: WOP 00108  
 School District: 6482-WILLIAMS BAY SCHOOL DISTF  
 Zoning District:

### Owner Information

Owner Name: VILLAGE OF WILLIAMS BAY  
 Owner Name 2:  
 Mailing Address: PO BOX 580  
 WILLIAMS BAY WI, 53191

### 2024 Valuation Information

Land: \$0.00  
 Improvements: \$0.00  
 Total: \$0.00  
 Acres: 0.2340  
 Fair Market Value: \$0.00  
 Assessment Ratio: 0.7201260140  
 Mill Rate: 0.0120998600

### Tax Information

First Dollar Credit: \$0.00  
 Special Assessment: \$0.00  
 Delinquent Utility Charge: \$0.00  
 Managed Forest Land Taxes: \$0.00  
 Total Billed: \$0.00  
 Net Tax \$0.00  
 School Credit: \$0.00  
 Lottery Credit: \$0.00  
 Special Charges: \$0.00  
 Private Forest Crop Taxes: \$0.00  
 Woodland Tax Law Taxes: \$0.00

### Tax Jurisdictions

GATEWAY TECHNICAL \$0.00  
 WALWORTH COUNTY \$0.00  
 VILLAGE OF WILLIAMS BAY \$0.00  
 WAL CTY METRO SEWER \$0.00  
 WILLIAMS BAY SCHOOL DISTRICT \$0.00

### Elected Officials / Voting Districts

Supervisory District: Joanne Laufenberg (D7)  
 State Representative: Tyler August (R) (Wisconsin's 31st Assembly District)  
 State Senator: Stephen Nass (R) (Wisconsin's 11th Senate District)  
 US Representative: Bryan Steil (R) (Wisconsin's 1st District)  
 US Senator: Ron Johnson (R), Tammy Baldwin (D)

### Special Assessments / Charges

### Soil Classification

Soil Type	Soil Name	Acres
Ph	PELLA SILT LOAM	0.1549
ScB	ST. CHARLES SILT LOAM, 2 TO 6 PERCENT SLOPES	0.0790

### Property Address

### Legal Description

LOT 2 BLK 8 ADD NO. 1 VILLAGE OF WILLIAMS BAY

### Disclaimer

The information provided in this property information page is not official information. All official tax information is recorded in the Walworth County Treasurer's Office. To verify tax payment/payoff status, contact the Walworth County Treasurer's Office at 262-741-4251.





**VILLAGE OF WILLIAMS BAY  
RESOLUTION NO. R-03-26**

**APPROVING EASEMENT ON WOP 00108 FOR TDS METROCOM, LLC FIBER OPTICS**

**WHEREAS**, TDS Metrocom, LLC (Applicant), has filed with the Village of Williams Bay (Village) the attached (Exhibit A) Conveyance of Exclusive Easement (Easement) for the installation of fiber optics related equipment in an area measuring 16' x 16' on Village-owned property located at the southeast corner of Williams Street and Olive Street (WOP 00108), which is primarily used for the Village Water Well Pump House; and

**WHEREAS**, on January 5, 2026 the Water and Sewer Committee and Finance & Personnel Committee recommended approval of the Easement for TDS Metrocom, LLC; and

**WHEREAS**, on January 20, 2026, the Village of Williams Village Board, as recommended by the Village Water & Sewer Committee and Finance & Personnel Committee, determined that it is in the best interests of the Village and its residents to approve the Easement for TDS Metrocom, LLC

**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 Easement, therefore.

Approved by the Village Board of the Village of Williams Bay this 20<sup>th</sup> day of January 2026.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
Adam Jarmillo, Village President

Attest: \_\_\_\_\_  
Tina Kolls, Village Clerk

**EXHIBIT A**

**(Conveyance of Easement for TDS Metrocom, LLC on WOP 00108)**

**VILLAGE OF WILLIAMS BAY  
RESOLUTION NO. R-04-26**

**A RESOLUTION AUTHORIZING CHANGE ORDER #3  
FOR VILLAGE WATER WELL #2 PUMP REPLACEMENT**

**WHEREAS**, on September 18, 2023 the Village Board approved resolution R-62-23 approving the low-bid from Water Well Solutions, Inc., Oconomowoc, WI for the amount of \$153,169 funded by 2022 Bonds originally identified for Southwick Creek Realignment; and

**WHEREAS**, on September 16, 2024, the Village of Williams Village Board, as recommended by the Village Water & Sewer Committee and Finance & Personnel Committee, approved R-66-24 approving the Change Order #1 from Well Water Solutions, Inc.; and

**WHEREAS**, on February 17, 2025, the Village of Williams Village Board, as recommended by the Village Water & Sewer Committee and Finance & Personnel Committee, approved R-07-25 approving Change Order #2 from Well Water Solutions, Inc.; and

**WHEREAS**, Water Well Solutions submitted the attached Change Order #3 with the net cost increase of \$165,000; and

**WHEREAS**, on January 5, 2026 the Water and Sewer Committee and Finance & Personnel Committee recommended approval of the Change Order #3 for the Village Water Well #2 Pump Replacement; and

**WHEREAS**, on January 20, 2026, the Village of Williams Village Board, as recommended by the Village Water & Sewer Committee and Finance & Personnel Committee, determined that it is in the best interests of the Village and its residents to approve the Change Order #3 from Well Water Solutions, Inc.

**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 change order, therefore.

Approved by the Village Board of the Village of Williams Bay this 20<sup>th</sup> day of January 2026.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
Adam Jarmillo, President

Attest: \_\_\_\_\_  
Tina Kolls, Clerk

**EXHIBIT A**

**(Change Order #3 for Well #2, Water Well Solutions, Inc)**

DRAFT

**CHANGE ORDER NO. 3**

**PROJECT:** Well 2 Pump Replacement

**DATE OF ISSUANCE:** December 23, 2025

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

**ENGINEER:** Baxter & Woodman, Inc.  
500 E. Main Street, Suite 101  
Waterford WI 53185

**CONTRACTOR:** Water Well Solutions Group  
N87W36051 Mapeton Street  
Oconomowoc, WI 53066

**ENGINEER's Project No.** 221236.00

You are directed to make the following changes in the Contract Documents:

Complete pump replacement in in Well 3 with one matching the original WDNR approved capacity. See the attached November 22, 2025 proposal. Well rehabilitation or additional installation cost, if Engineer determines is necessary, will be by work directive and future change order.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price: \$153,169.00

Previous Change Orders:  
No.  -  to No.  2  \$67,835.00

Current Contract Price: \$221,004.00

Net Increase of this Change Order: \$165,000.00

Contract Price with this Change Order: \$386,004.00

**CHANGE IN CONTRACT TIME:**

Original Contract Time:  
Substantial Completion: 120 days after 6/7/24  
Completion: 30 days after Substantial

Change from previous Change Orders: None

Current Contract Time:  
Substantial Completion: No Change  
Completion: No Change

Net increase of this Change Order: Based on this change

Contract Time with this Change Order:  
Substantial Completion: 90 days following signing  
Completion: 120 days following signing

**PREPARED BY:**

Baxter & Woodman, Inc.

**APPROVED:**

Village of Williams Bay

**ACCEPTED:**

Water Well Solutions Group

By \_\_\_\_\_  
Douglas R. Snyder, P.E.  
Project Manager

By \_\_\_\_\_  
Adam Armillio  
President

By \_\_\_\_\_  
Michael Judkins  
President



November 25<sup>th</sup>, 20255

Village of Williams Bay  
 153 Elkhorn Road  
 Williams Bay, WI 53191  
 Attn: Doug Snyder

**RE: Well No. 3 Rehabilitation Proposal**

Doug,

Per your request, Water Well Solutions is pleased to submit the following proposal to pull, inspect, rehabilitate the well and install new pumping equipment at Well No. 3. The scope of work and costs are outlined below.

<b>Pull Pumping Equipment:</b>	<b>QTY</b>	<b>Unit</b>
2 Man Crew w/ Service Truck & Tools	35-40	Hours
Pre Removal Pump Test	1	LS
Pump Service Rig	3	Days
Televising w/ Video Copy	1	EA

<b>Material Pricing:</b>		
Refurbish Discharge Head (Sandblast & Paint)	1	EA
Rebuild Stuffing Box w/ New Bearing & Packing	1	EA
New 125HP US Motor	1	LS
New 11CHC 7 Stage Goulds Pump	1	LS
New 10" x 10' Column Pipe	40	EA
New 10" x 5' Column Pipe	2	EA
New Spiders w/ Rubber Bearing Inserts	41	EA
New 10" Suction Pipe w/ SS Strainer	1	EA
New 1-1/2" x 10' SS Shafts	40	EA
New 1-1/2" x 5' SS Shafts	2	EA
New 1-1/2" x 1-11/16" SS Sleeves	41	EA

<b>Reinstallation of Pumping Equipment</b>		
2 Man Crew w/ Service Truck & Tools	40-50	Hours
Pump Service Rig	3-4	Days
Samples Results	1	LS
Misc Consumables (Fuel, Airline, Tape, Oil, Etc.)	1	LS

**Estimated Lump Sum Total     \$165,000.00 - \$180,000.00**

<b>Well Treatment &amp; Rehabilitation:</b>		
2 Man Crew w/ Service Truck & Tools	30-40	Hours
Airburst Services with Chemical Treatment	1	LS
Brush & Bail Fill	10-20	Hours
Televising w/ Video Copy	1	EA

**Estimated Lump Sum Total     \$35,090.00 - \$42,090.00**

All work will be performed on a time and material basis at our standard hourly rates. If you wish to proceed with the scope of work outlined above, please sign below, and return a copy of this proposal. Upon approval, we can schedule the work ASAP. Water Well Solutions values our partnership with the Village of Williams Bay and looks forward to working with you. As always, please feel free to contact us with questions.

Best regards,

**Philip M. Judkins**  
 Vice President Wisconsin Operations

**VILLAGE OF WILLIAMS BAY  
R-05-2026**

**RESOLUTION ACCEPTING 2025 BORROWED FUNDS ARBITRAGE REPORT AND  
APPROVING BORROWED FUNDS COMMITTED FUNDS**

**WHEREAS**, in 2022 the Village of Williams Bay Borrowed \$11.6M in General Obligation Bonds for the purpose of funding General Fund, Water & Sewer Capital Projects and spread out over the General Fund (30.21%); Water Fund (46.46%) and Sewer Fund (23.33%); and

**WHEREAS**, the Internal Revenue Service does not allow municipalities to keep interest on borrowed funds that exceeds the interest paid on borrowed funds as “positive arbitrage”; and

**WHEREAS**, in 2023 the Village contracted with Bingham Arbitrage (Bingham) to calculate the positive arbitrage amount on an annual basis; and

**WHEREAS**, The September 7, 2025 Bingham report (Exhibit A) calculated positive arbitrage totaling \$386,004 as of year #3; and

**WHEREAS**, in order to ensure that the funds are available to pay the positive arbitrage, it was recommended that the Village commit \$386,004 as set aside funds in the following amounts based upon the percentages for each fund as follows: General Fund = \$113,083; Water Fund = \$173,881; and Sewer Fund = \$87,308

**WHEREAS**, on January 5, 2026 the Water and Sewer Committee and Finance & Personnel Committee recommended approval of setting aside the committed funds as recommended; and

**WHEREAS**, on January 20, 2026, the Village of Williams Village Board, as recommended by the Village Water & Sewer Committee and Finance & Personnel Committee, determined that it is in the best interests of the Village and its residents to approve the set aside amounts as recommended.

**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 committing the following set aside amounts as follows: General Fund = \$113,083; Water Fund = \$173,881; and Sewer Fund = \$87,308, therefore. Approved by the Village Board of the Village of Williams Bay this 20<sup>th</sup> day of January 2026.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
Adam Jarmillo, President

Attest: \_\_\_\_\_  
Tina Kolls, Clerk

**EXHIBIT A**

**Bingham Arbitrage Report, September 7, 2025**

**\$11,610,000**  
**Village of Williams Bay**  
**Walworth County, Wisconsin**  
**General Obligation Refunding Bonds**  
**Series 2022**

**Arbitrage Rebate Compliance Report**  
**Bond Year Three**

**Evaluation Date: September 7, 2025**

November 17, 2025

Mr. David Lothspeich  
Village Administrator  
Village of Williams Bay  
250 Williams Street  
Williams Bay, Wisconsin 53191

RE: Arbitrage Rebate Compliance for the \$11,610,000 Village of Williams Bay, Walworth County, Wisconsin General Obligation Refunding Bonds, Series 2022

Dear David,

Enclosed is the arbitrage rebate compliance report for the above-referenced bond issue. As of September 7, 2025, the third bond year evaluation date, there is an arbitrage rebate liability of \$374,272.14 accruing for the above referenced Series 2022 Bonds. If an arbitrage liability continues to accrue a rebate payment will be due to the Internal Revenue Service as of the fifth bond year, ending September 7, 2027. Therefore, the Village should take the necessary steps to prepare and “book” this liability for accounting purposes.

Since proceeds are outstanding within the Project Fund, the arbitrage rebate calculation for the Series 2022 Bonds will need to continue. Bingham will contact the Village in October of 2026 regarding the next annual arbitrage rebate calculation for this bond issue.

Thank you, and if you have any questions, please do not hesitate to call me at (804) 888-6392.

Sincerely,

*Andre Barrett Jr.*

Andre Barrett Jr.  
Vice President, Arbitrage Rebate Services

Enclosures

November 17, 2025

Mr. David Lothspeich  
Village Administrator  
Village of Williams Bay  
250 Williams Street  
Williams Bay, Wisconsin 53191

RE:

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Dear David,

Bingham Arbitrage Rebate Services, Inc. ("Bingham") has completed the requested arbitrage rebate calculation (ARC) with respect to the above-referenced bond issue.

This evaluation covers the period from September 7, 2022 to September 7, 2025, bond years one through three of the first installment computation period. The yield on the bond issue and the amount to be rebated are as follows (and as set forth on the attached schedules, respectively):

<b><u>PROJECT</u></b>	<b><u>BOND YIELD</u></b>	<b><u>AMOUNT TO BE REBATED</u></b>
<b>Village of Williams Bay Series 2022 Bonds</b>	<b>3.3238131%</b>	
<b>Arbitrage Rebate Calculation, Ending September 7, 2025</b>		<b><u>\$ 374,272.14</u></b>
<b>Total Arbitrage Rebate Liability Accruing:</b>		<b><u>\$ 374,272.14</u></b>

**The Village of Williams Bay, Wisconsin (the "Village") is accruing an arbitrage rebate liability as of September 7, 2025 with regards to the above referenced bond issue. This amount applies only through the third annual computation (cumulative from the date of issue) and does not represent the amount, which may be due at the first installment evaluation date, September 7, 2027.**

### Purpose of the Bonds

The General Obligation Refunding Bonds dated September 7, 2022 (the "Series 2022 Bonds") were issued for the purposes to pay a) the cost of current refunding the Village's Note Anticipation Note, dated August 8, 2022 (the "Refunded Note"), and b) certain costs associated with the issuance of the Series 2022 Bonds (Tax Exemption Certificate page 1).

### Manner of Calculation

The calculations were made in accordance with our understanding of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Regulations. "Regulations" means the applicable Treasury Regulations promulgated under Section 148 of the Code in proposed, temporary, or final form and as amended, including Treasury Regulations Sections 1.148-1 through 1.148-11. Proposed regulations are "applicable" only if, in the event they are adopted in final form, such regulations would apply to the Bonds.

We used the information provided to Bingham by the Village which provided the bank statements, to prepare the calculations contained herein without auditing or verifying such information.

### Bond Yield Calculation

1. The exact yield on a fixed yield issue is calculated using a "30/360" day model with semi-annual compounding. "Yield" is that rate of interest which, when used to discount all conditionally payable payments of principal, interest, and fees of qualified guarantees on the Bonds, at the same discount rate, produces a present value equal to the initial aggregate issue price of the bonds.

2. The special yield calculation rule under Section 1.148-4(b)(3)(ii)(B) of the U.S. Treasury Regulations applied to the computation of this issue's bond yield since the Series 2022 Bonds maturing April 1, 2031 through April 1, 2033, and April 1, 2036 through April 1, 2039 (the "Callable Excess Premium Bonds") were issued at a price that exceeded the stated redemption price at maturity by more than one-fourth of one percentage point (.25%) times the product of the stated redemption price at maturity and the number of complete years to its first optional redemption date. By treating the Callable Excess Premium Bonds as maturing at the first optional call date of March 1, 2030, the lowest yield on the Series 2022 Bonds was produced. The Bonds were treated as paid on the date that produces the lowest yield.

3. Bingham has verified that the Village has not purchased any bond insurance or entered into any other financial guaranty that could be included in the yield calculation as a qualified guarantee (U.S. Treasury Regulations Section 1.148-4(f)).

4. Bingham has verified that the Village has not entered into a swap or other hedge contract that could be included in the bond yield calculation as a qualified hedge (U.S. Treasury Regulations Section 1.148-4(h)(1)).

5. Given the factors stated above, Bingham has verified the yield for the Series 2022 Bonds to be 3.3238131% (Tax Exemption Certificate page 3). The Series 2022 Bonds are scheduled to mature on April 1, 2042.

### Arbitrage Rebate Calculation

6. All the monies on deposit and any accrued interest income earned on the date of evaluation are treated as receipts on that date.

7. All receipts and payments occurring on or prior to the date of evaluation, as well as the calculated receipts on that date are future valued to the date of evaluation using the yield on the bonds for that period. The future value is calculated using a "30/360" day model with semi-annual compounding, taking the dates of receipts and payments from the statements provided by ADM.

8. The future value of the receipts is subtracted from the future value of the payments. The resulting balance is the amount to be rebated.

9. The funds that required the arbitrage rebate calculation were the Refunded Note Project Fund (Transferred Proceeds).

10. The evaluation date for the Series 2022 Bonds is September 7, the anniversary date of the Series 2022 Bonds (U.S. Treasury Regulations Section 1.148-3(e)(1)). The first installment evaluation date will be September 7, 2027. If an arbitrage rebate payment is due to the Internal Revenue Service for the Series 2022 Bonds, it would be due 60 days from the first installment evaluation date (U.S. Treasury Regulations Section 1.148-3(g)).

### Current Refunding

11. The Series 2022 Bonds redeem the Refunded Note on November 8, 2022 (Tax Exemption Certificate page 3). This qualified the Series 2022 Bonds as a current refunding issue since the proceeds were discharged within 90 days of closing (U.S. Treasury Regulations Section 1.150-1(d)(3)(i)). The temporary period for current refunding proceeds is 90 days. Therefore, the Series 2022 current refunding proceeds were not subject to yield restriction (U.S. Treasury Regulations Section 1.148-9(d)(2)(ii)).

12. As of the redemption of the Refunded Note, the Series 2022 proceeds were fully spent, minus residual interest earnings. A governmental issuer is allowed an additional six months for the portion of proceeds not expended in accordance with six months if such portion does not exceed the lesser of 5% of the proceeds or \$100,000. The issuer is given an additional six months to spend the remaining proceeds (Internal Revenue Code Section 148(f)(4)(ii)). The remaining proceeds were less than 5% of the proceeds and were spent within six months, therefore, the Series 2022 Bonds sale proceeds qualified for the Six-Month Spending Exception. Therefore, the arbitrage rebate calculation was not required for the Series 2022 Bonds sale proceeds (U.S. Treasury Regulations Section 1.148-7(c)).

13. As of the final redemption date of the Refunded Note, the remaining Project Fund proceeds became transferred proceeds to the Series 2022 Bonds (U.S. Treasury Regulations Section 1.148-9(b)(1) and Tax Exemption Certificate page 3). These proceeds became subject to the arbitrage rebate calculation at the Series 2022 bond yield. There were no other transferred proceeds from the Refunded Note to the Series 2022 Bonds.

14. The methodology for transferred proceeds is based on Section 1.148-9(b)(1) of the U.S. Treasury Regulations. The amount of proceeds of the prior issue that becomes transferred proceeds of the refunding issue is an amount equal to the proceeds of the prior issue on the date of that discharge multiplied by a fraction of:

- (I) The numerator of which is the principal amount of the prior issue discharged with proceeds of the refunding issue on the date of that discharge and
- (II) The denominator of which is the total outstanding principal amount of the prior issue on the date immediately before the date of that discharge.

15. The Refunded Note was eligible for either the Eighteen-Month or the Two-Year Spending Exception. The Refunded Note did not meet the spend-down requirements for either spending exception. Therefore, the Refunded Note proceeds required the arbitrage rebate calculation in full.

16. An exception applies when the required semi-annual spend-down percentages are met. If one of the spend-down percentages is missed, then that portion of the issue no longer qualifies for exemption and will require the arbitrage rebate calculation. These exceptions are as follows:

EIGHTEEN MONTH SPENDING EXCEPTION	
Within Six Months of Closing	15%
Within Twelve Months of Closing	60%
Within Eighteen Months of Closing	100%
TWO-YEAR CONSTRUCTION EXCEPTION	
Within Six Months of Closing	10%
Within Twelve Months of Closing	45%
Within Eighteen Months of Closing	75%
Within Twenty-Four Months of Closing	100%

#### Excess Investment Yield Calculation

17. The U.S. Treasury Regulations require that any capital project investment held beyond the three-year temporary period must be yield restricted to the bond yield, plus .125%. Any amount earned over the limit must be paid to the Internal Revenue Service in the form of a "yield reduction payment." Such payment is like an arbitrage rebate payment and is paid in the same manner and with the same frequency as arbitrage rebate; within 60 days of the fifth bond year (U.S. Treasury Regulations Section 1.148-5(c)(1) & (2)). Only one payment is made to the Internal Revenue Service, either an arbitrage rebate payment or a yield reduction payment.

18. The three-year temporary period ended for the Refunded Note proceeds on August 8, 2025 (U.S. Treasury Regulations Section 1.148-2(e)(2)). Following this date, the composite yield on any outstanding Refunded Note transferred proceeds should not exceed the Series 2022 bond yield by more than .125% (U.S. Treasury Regulations Section 1.148-2(d)(2)(i)). If the yield on the outstanding Refunded Note transferred proceeds investments does exceed the Series 2022 Bonds yield plus .125%, a yield reduction payment can be made to satisfy the arbitrage rebate requirements.

19. As of the end of the three-year temporary period, the Refunded Note had proceeds outstanding. Therefore, the excess investment yield calculation will be a factor for the Series 2022 Bonds. Bingham will begin the excess investment yield calculation for the Series 2022 Bonds as of the end of the fourth bond year, or September 7, 2026.

#### Other Bond Related Matters

20. The debt service payments for the Series 2022 Bonds are made from the Debt Service Account. The Debt Service Account does not require the arbitrage rebate calculation since it is a qualified bona fide debt service fund. A bona fide debt service fund is used primarily to achieve a proper matching of revenues with debt service payments within each bond year and is depleting properly each bond year (Internal Revenue Code Section 148(f)(4)(A)(ii) and U.S. Treasury Regulations Section 1.148-1(b) Tax Exemption Certificate page 6).

21. Other than the funds mentioned above, there are no pledged funds reasonably expected to be used directly or indirectly to pay principal of, or interest on the Series 2022 Bonds or which are pledged as security for the Series 2022 Bonds that would require the arbitrage rebate calculation. In addition, there is no agreement in place, which requires the Village to maintain a particular level or Reserve for the direct or indirect benefit of the bond holders (Tax Exemption Certificate page 6).

22. On the last day of each bond year during which there are amounts allocated to gross proceeds of an issue that are subject to the rebate requirement, and on the final maturity date, an annual computation credit is allocated to the arbitrage rebate calculation (U.S. Treasury Regulations Sections 1.148-3(d)(1)(iv) & 1.148-3(d)(4)). For each bond year ending after January 1, 2007, the Internal Revenue Service provides an inflation adjustment to the annual computation credit due to the cost of living, which is based on the consumer price index. Three credits are given within the Series 2022 arbitrage rebate calculation.

23. As part of an active records retention policy, the IRS does require the arbitrage rebate reports to be kept on file as proof of compliance. The Arbitrage Rebate Compliance report should be kept on file for at least three years from the final principal payment date (Tax Exemption Certificate page 13).

#### Summary

The scope of our engagement was limited to preparing the attached schedules for the specified period without verifying that the investments were purchased, sold, or otherwise disposed of at market price nor that any payments were made to any party other than the United States of America to reduce the yield on any investment.

Please be advised we believe that the method we use in making the calculations is consistent with the provisions of Section 148 of the Code and the Regulations. We are providing our professional opinion that the calculations comply with these provisions. However, we are not attorneys, and we are not providing a legal opinion that the interest on the referenced issue of bonds is now or was ever excludable from gross income of the recipients thereof for purposes of federal income taxation.

In preparing this Arbitrage Rebate Calculation, Bingham is not acting as a municipal advisor or fiduciary. Nothing herein is intended to be, and nothing herein should be construed as advice within the meaning of Section 15B of the Securities Exchange Act of 1934.

If you have any questions or comments, please feel free to contact me at (804) 888-6392. It is a pleasure to work with the Village of Williams Bay, and we will contact you regarding the fourth annual arbitrage rebate calculation in October of 2026. Thank you for choosing Bingham.

Very Truly Yours,

BINGHAM ARBITRAGE  
REBATE SERVICES, INC.

*Andre Barrett Jr.*

Andre Barrett, Jr.  
Vice President, Arbitrage Rebate Services

Attachments

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

**Summary of Calculations**

**Bond Year Three Evaluation Date:** **September 7, 2025**  
**(September 7, 2022 to September 7, 2025)**

**Bond Yield:** **3.3238131%**

**Arbitrage Rebate Calculation**

<b><u>Fund</u></b>	<b><u>Arbitrage Rebate Liability</u></b>
Computation Credits	(\$6,352.95)
Project Fund	\$388,357.54
CD Investments	(\$7,732.45)
	<hr/>
<b>Total Arbitrage Rebate Liability (100%):</b>	<b>\$374,272.14</b>
	<hr/> <hr/>
<b>Total Arbitrage Rebate Liability Accruing:</b>	<b>\$374,272.14</b>
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\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Sources & Uses

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***Total Source of Funds:***

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Series 2022 Par Amount	\$ 11,610,000.00
Original Issue Premium/Discount	\$ 799,936.75
<b>Total</b>	<b><u>\$ 12,409,936.75</u></b>

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***Total Use of Funds:***

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Borrowed Money Fund	\$ 12,213,701.75
Costs of Issuance Proceeds	\$ 74,885.00
Underwriter's Discount	\$ 121,350.00
<b>Total</b>	<b><u>\$ 12,409,936.75</u></b>

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Bond Yield Calculation

Date	Principal	Callable Principal (i)	Coupon	Yield	Price	Interest	Total Principal & Interest	Present Value	Cumulative PV
04/01/2023	400,000		5.000%	2.000%	101.680	290,926.67	690,926.67	678,139.86	678,139.86
10/01/2023					-	246,700.00	246,700.00	238,176.12	916,315.98
04/01/2024	435,000		5.000%	2.030%	104.555	246,700.00	681,700.00	647,387.20	1,563,703.18
10/01/2024					-	235,825.00	235,825.00	220,293.87	1,783,997.05
04/01/2025	455,000		5.000%	2.050%	107.337	235,825.00	690,825.00	634,778.72	2,418,775.77
10/01/2025					-	224,450.00	224,450.00	202,868.99	2,621,644.77
04/01/2026	325,000		5.000%	2.110%	109.877	224,450.00	549,450.00	488,501.60	3,110,146.37
10/01/2026					-	216,325.00	216,325.00	189,184.82	3,299,331.19
04/01/2027	345,000		5.000%	2.140%	112.378	216,325.00	561,325.00	482,876.09	3,782,207.28
10/01/2027					-	207,700.00	207,700.00	175,751.71	3,957,958.99
04/01/2028	535,000		5.000%	2.290%	114.086	207,700.00	742,700.00	618,184.68	4,576,143.67
10/01/2028					-	194,325.00	194,325.00	159,101.85	4,735,245.52
04/01/2029	550,000		5.000%	2.410%	115.641	194,325.00	744,325.00	599,447.18	5,334,692.70
10/01/2029					-	180,575.00	180,575.00	143,049.94	5,477,742.64
04/01/2030	580,000	4,515,000	5.000%	2.500%	117.136	180,575.00	5,275,575.00	4,110,944.51	9,588,687.15
10/01/2030					-	66,450.00	66,450.00	50,934.09	9,639,621.24
04/01/2031		(i)	5.000%	2.580%	116.536	66,450.00	66,450.00	50,101.45	9,689,722.69
10/01/2031					-	66,450.00	66,450.00	49,282.42	9,739,005.11
04/01/2032		(i)	5.000%	2.670%	115.866	66,450.00	66,450.00	48,476.78	9,787,481.90
10/01/2032					-	66,450.00	66,450.00	47,684.31	9,835,166.21
04/01/2033		(i)	5.000%	2.790%	114.979	66,450.00	66,450.00	46,904.80	9,882,071.01
10/01/2033					-	66,450.00	66,450.00	46,138.03	9,928,209.04
04/01/2034	580,000		3.500%	3.360%	100.926	66,450.00	646,450.00	441,510.21	10,369,719.25
10/01/2034					-	56,300.00	56,300.00	37,823.00	10,407,542.25
04/01/2035	600,000		3.500%	3.500%	100.000	56,300.00	656,300.00	433,702.29	10,841,244.54
10/01/2035					-	45,800.00	45,800.00	29,771.21	10,871,015.75
04/01/2036		(i)	4.000%	3.330%	104.447	45,800.00	45,800.00	29,284.53	10,900,300.29
10/01/2036					-	45,800.00	45,800.00	28,805.81	10,929,106.09
04/01/2037		(i)	4.000%	3.480%	103.431	45,800.00	45,800.00	28,334.91	10,957,441.00
10/01/2037					-	45,800.00	45,800.00	27,871.71	10,985,312.70
04/01/2038		(i)	4.000%	3.580%	102.760	45,800.00	45,800.00	27,416.08	11,012,728.78
10/01/2038					-	45,800.00	45,800.00	26,967.89	11,039,696.67
04/01/2039		(i)	4.000%	3.680%	102.094	45,800.00	45,800.00	26,527.04	11,066,223.71
10/01/2039					-	45,800.00	45,800.00	26,093.39	11,092,317.11
04/01/2040	730,000		4.000%	3.780%	101.433	45,800.00	775,800.00	434,767.01	11,527,084.12
10/01/2040					-	31,200.00	31,200.00	17,199.00	11,544,283.12
04/01/2041	765,000		4.000%	3.900%	100.647	31,200.00	796,200.00	431,730.25	11,976,013.37
10/01/2041					-	15,900.00	15,900.00	8,480.65	11,984,494.02
04/01/2042	795,000		4.000%	3.900%	100.647	15,900.00	810,900.00	425,442.73	12,409,936.75
<b>Totals</b>	<b>\$ 7,095,000.00</b>	<b>\$ 4,515,000.00</b>				<b>\$ 4,499,126.67</b>	<b>\$ 16,109,126.67</b>	<b>\$ 12,409,936.75</b>	

Dated Date: 09/07/2022  
Delivery Date: 09/07/2022  
Bond Yield: **3.3238131%**

Amount of Issue: \$ 11,610,000.00  
Accrued Interest: -  
Reoffering Premium or Discount: 799,936.75  
(Insurance Premium):  
Total: \$ 12,409,936.75

(i) Callable Bonds issued at a price that exceeds the stated redemption price at maturity by more than one-fourth of one percentage point (.25%) times the product of its stated redemption price at maturity and the number of complete years to its first optional redemption date [U.S. Treasury Regulations Section 1.148-4(b)(3)(ii)(B)].

Callable Bonds on April 1, 2030 @ 100%

04/01/2031	625,000
04/01/2032	685,000
04/01/2033	555,000
04/01/2036	625,000
04/01/2037	650,000
04/01/2038	670,000
04/01/2039	705,000
	<u>4,515,000</u>

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Computation Credits

Evaluation Date: 09/07/2025		Bond Yield: 3.3238131%	
Computation Period	Date	Computation Credit (i)	Future Value of Computation Credit @ Evaluation Date
Computation Credit, Bond Year One (ii)	09/07/2023	(1,960.00)	(2,093.58)
Computation Credit, Bond Year Two (ii)	09/07/2024	(2,070.00)	(2,139.37)
Computation Credit, Bond Year Three (ii)	09/07/2025	(2,120.00)	(2,120.00)
Totals		(6,150.00)	(6,352.95)

**Surplus at Evaluation Date (\$6,352.95)**

- (i) Annual computation credit [U.S. Treasury Regulations Section 1.148-3(d)(1)(iv)].
- (ii) Computation credit inflation adjustment [U.S. Treasury Regulations Section 1.148-3(d)(4)].

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Evaluation Date:		09/07/2025		Bond Yield:		3.3238131%	
Date	Project Fund Investments	Project Fund Income	Future Value of Investments @ Evaluation Date	Future Value of Income @ Evaluation Date			
(i) 11/08/2022	8,195,501.23	(4,056.35)	8,997,030.02	(4,453.07)			
11/30/2022	25,997.67	25,997.67	28,482.83	28,482.83			
12/31/2022	29,117.62	29,117.62	31,813.51	31,813.51			
01/31/2023	31,533.18	31,533.18	34,358.20	34,358.20			
02/28/2023	29,924.65	29,924.65	32,516.12	32,516.12			
03/31/2023	35,227.26	35,227.26	38,172.92	38,172.92			
04/30/2023	34,784.24	34,784.24	37,589.45	37,589.45			
05/31/2023	37,374.92	37,374.92	40,278.26	40,278.26			
06/30/2023	37,783.77	37,783.77	40,607.17	40,607.17			
07/11/2023	(964,508.91)		(1,035,538.52)	-			
07/31/2023	36,772.67	36,772.67	39,412.10	39,412.10			
08/03/2023	(2,000,000.00)		(2,142,965.16)	-			
08/31/2023	25,951.77	25,951.77	27,738.21	27,738.21			
09/30/2023	25,387.69	25,387.69	27,060.86	27,060.86			
10/31/2023	26,543.43	26,543.43	28,215.15	28,215.15			
11/30/2023	25,901.54	25,901.54	27,457.30	27,457.30			
12/31/2023	26,984.24	26,984.24	28,526.56	28,526.56			
01/31/2024	27,065.43	27,065.43	28,533.90	28,533.90			
02/29/2024	25,485.53	25,485.53	26,794.57	26,794.57			
03/31/2024	27,365.23	27,365.23	28,691.89	28,691.89			
04/30/2024	26,656.51	26,656.51	27,872.14	27,872.14			
05/31/2024	26,840.34	26,840.34	27,987.37	27,987.37			
06/30/2024	25,069.12	25,069.12	26,068.74	26,068.74			
07/11/2024	4,230,396.00	-	4,394,652.45	-			
07/31/2024	41,228.90	41,228.90	42,755.27	42,755.27			
08/31/2024	47,305.93	47,305.93	48,922.70	48,922.70			
09/30/2024	45,911.24	45,911.24	47,350.09	47,350.09			
10/30/2024	(1,000,000.00)		(1,028,510.65)	-			
10/31/2024	45,433.56	45,433.56	46,728.91	46,728.91			
11/30/2024	37,396.56	37,396.56	38,357.24	38,357.24			
12/31/2024	37,146.96	37,146.96	37,996.71	37,996.71			
01/31/2025	36,426.70	36,426.70	37,157.76	37,157.76			
02/28/2025	31,454.06	31,454.06	31,997.30	31,997.30			
03/31/2025	35,021.01	35,021.01	35,528.12	35,528.12			
04/30/2025	33,940.64	33,940.64	34,337.65	34,337.65			
05/20/2025	(500,000.00)		(504,923.04)	-			
05/31/2025	34,370.87	34,370.87	34,677.52	34,677.52			
06/16/2025	(500,000.00)		(503,722.35)	-			
06/16/2025	(25.00)		(25.19)	-			
06/18/2025	(1,500,000.00)		(1,510,890.31)	-			
06/30/2025	28,477.96	28,477.96	28,653.22	28,653.22			
07/08/2025	(1,500,000.00)		(1,508,125.82)	-			
07/08/2025	(25.00)		(25.14)	-			
07/31/2025	21,452.82	21,452.82	21,525.62	21,525.62			

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Evaluation Date:		09/07/2025	Bond Yield:		3.3238131%
Date	Project Fund Investments	Project Fund Income	Future Value of Investments @ Evaluation Date	Future Value of Income @ Evaluation Date	
08/31/2025	20,457.94	20,457.94	20,471.06	20,471.06	
09/07/2025	(5,545,130.27)	4,636.64	(5,545,130.27)	4,636.64	
			-	-	
Totals	\$0.00	\$1,084,372.25	\$746,462.47	\$1,134,820.01	

	Less Future Value of Investments	\$746,462.47
	Surplus at Evaluation Date	<b>\$388,357.54</b>

- (i) Transferred proceeds from the Refunded Series 2022 Note [U.S. Treasury Regulations Section 1.148-9(b)(1)].
- (ii) Includes uncollected balances and prorated earnings.

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Evaluation Date:		09/07/2025		Bond Yield:		3.3238131%	
Date	CD Investments	CD Income	Future Value of Investments @ Evaluation Date	Future Value of Income @ Evaluation Date			
11/08/2022	4,007,371.28	(2,813.28)	4,399,296.48	(3,088.42)			
11/30/2022	2,637.45	2,637.45	2,889.57	2,889.57			
11/30/2022	2,637.45	2,637.45	2,889.57	2,889.57			
11/30/2022	2,637.45	2,637.45	2,889.57	2,889.57			
11/30/2022	2,637.45	2,637.45	2,889.57	2,889.57			
12/31/2022	2,732.54	2,732.54	2,985.54	2,985.54			
12/31/2022	2,732.54	2,732.54	2,985.54	2,985.54			
12/31/2022	2,732.54	2,732.54	2,985.54	2,985.54			
12/31/2022	2,732.54	2,732.54	2,985.54	2,985.54			
01/31/2023	2,739.98	2,739.98	2,985.45	2,985.45			
01/31/2023	2,739.98	2,739.98	2,985.45	2,985.45			
01/31/2023	2,739.98	2,739.98	2,985.45	2,985.45			
01/31/2023	2,739.98	2,739.98	2,985.45	2,985.45			
02/28/2023	2,481.55	2,481.55	2,696.45	2,696.45			
02/28/2023	2,481.55	2,481.55	2,696.45	2,696.45			
02/28/2023	2,481.55	2,481.55	2,696.45	2,696.45			
02/28/2023	2,481.55	2,481.55	2,696.45	2,696.45			
03/31/2023	2,754.18	2,754.18	2,984.48	2,984.48			
03/31/2023	2,754.18	2,754.18	2,984.48	2,984.48			
03/31/2023	2,754.18	2,754.18	2,984.48	2,984.48			
03/31/2023	2,754.18	2,754.18	2,984.48	2,984.48			
04/30/2023	2,672.59	2,672.59	2,888.12	2,888.12			
04/30/2023	2,672.59	2,672.59	2,888.12	2,888.12			
04/30/2023	2,672.59	2,672.59	2,888.12	2,888.12			
04/30/2023	2,672.59	2,672.59	2,888.12	2,888.12			
05/31/2023	2,768.94	2,768.94	2,984.04	2,984.04			
05/31/2023	2,768.94	2,768.94	2,984.04	2,984.04			
05/31/2023	2,768.94	2,768.94	2,984.04	2,984.04			
05/31/2023	2,768.94	2,768.94	2,984.04	2,984.04			
06/30/2023	2,686.91	2,686.91	2,887.69	2,887.69			
06/30/2023	2,686.91	2,686.91	2,887.69	2,887.69			
06/30/2023	2,686.91	2,686.91	2,887.69	2,887.69			
06/30/2023	2,686.91	2,686.91	2,887.69	2,887.69			
07/31/2023	2,783.79	2,783.79	2,983.60	2,983.60			
07/31/2023	2,783.79	2,783.79	2,983.60	2,983.60			
07/31/2023	2,783.79	2,783.79	2,983.60	2,983.60			
07/31/2023	2,783.79	2,783.79	2,983.60	2,983.60			
08/31/2023	2,791.36	2,791.36	2,983.51	2,983.51			
08/31/2023	2,791.36	2,791.36	2,983.51	2,983.51			
08/31/2023	2,791.36	2,791.36	2,983.51	2,983.51			
08/31/2023	2,791.36	2,791.36	2,983.51	2,983.51			

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Evaluation Date:		09/07/2025		Bond Yield:		3.3238131%	
Date	CD Investments	CD Income	Future Value of Investments @ Evaluation Date	Future Value of Income @ Evaluation Date			
09/30/2023	2,708.66	2,708.66	2,887.17	2,887.17			
09/30/2023	2,708.66	2,708.66	2,887.17	2,887.17			
09/30/2023	2,708.66	2,708.66	2,887.17	2,887.17			
09/30/2023	2,708.66	2,708.66	2,887.17	2,887.17			
10/31/2023	2,806.32	2,806.32	2,983.06	2,983.06			
10/31/2023	2,806.32	2,806.32	2,983.06	2,983.06			
10/31/2023	2,806.32	2,806.32	2,983.06	2,983.06			
10/31/2023	2,806.32	2,806.32	2,983.06	2,983.06			
11/30/2023	2,723.18	2,723.18	2,886.75	2,886.75			
11/30/2023	2,723.18	2,723.18	2,886.75	2,886.75			
11/30/2023	2,723.18	2,723.18	2,886.75	2,886.75			
11/30/2023	2,723.18	2,723.18	2,886.75	2,886.75			
12/31/2023	2,821.36	2,821.36	2,982.62	2,982.62			
12/31/2023	2,821.36	2,821.36	2,982.62	2,982.62			
12/31/2023	2,821.36	2,821.36	2,982.62	2,982.62			
12/31/2023	2,821.36	2,821.36	2,982.62	2,982.62			
01/31/2024	2,829.04	2,829.04	2,982.53	2,982.53			
01/31/2024	2,829.04	2,829.04	2,982.53	2,982.53			
01/31/2024	2,829.04	2,829.04	2,982.53	2,982.53			
01/31/2024	2,829.04	2,829.04	2,982.53	2,982.53			
02/29/2024	2,653.72	2,653.72	2,790.03	2,790.03			
02/29/2004	2,653.72	2,653.72	5,394.34	5,394.34			
02/29/2024	2,653.72	2,653.72	2,790.03	2,790.03			
02/29/2024	2,653.72	2,653.72	2,790.03	2,790.03			
03/31/2024	2,843.95	2,843.95	2,981.82	2,981.82			
03/31/2024	2,843.95	2,843.95	2,981.82	2,981.82			
03/31/2024	2,843.95	2,843.95	2,981.82	2,981.82			
03/31/2024	2,843.95	2,843.95	2,981.82	2,981.82			
04/30/2024	2,759.70	2,759.70	2,885.55	2,885.55			
04/30/2024	2,759.70	2,759.70	2,885.55	2,885.55			
04/30/2024	2,759.70	2,759.70	2,885.55	2,885.55			
04/30/2024	2,759.70	2,759.70	2,885.55	2,885.55			
05/31/2024	2,859.20	2,859.20	2,981.39	2,981.39			
05/31/2024	2,859.20	2,859.20	2,981.39	2,981.39			
05/31/2024	2,859.20	2,859.20	2,981.39	2,981.39			
05/31/2024	2,859.20	2,859.20	2,981.39	2,981.39			
06/30/2024	2,774.49	2,774.49	2,885.12	2,885.12			
06/30/2024	2,774.49	2,774.49	2,885.12	2,885.12			
06/30/2024	2,774.49	2,774.49	2,885.12	2,885.12			
06/30/2024	2,774.49	2,774.49	2,885.12	2,885.12			
07/11/2024	927.27	927.27	963.27	963.27			

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Evaluation Date:		09/07/2025		Bond Yield:		3.3238131%	
Date	CD Investments	CD Income	Future Value of Investments @ Evaluation Date	Future Value of Income @ Evaluation Date			
07/11/2024	927.27	927.27	963.27	963.27			
07/11/2024	927.27	927.27	963.27	963.27			
07/11/2024	927.27	927.27	963.27	963.27			
07/11/2024	(1,057,599.00)		(1,098,663.11)	-			
07/11/2024	(1,057,599.00)		(1,098,663.11)	-			
07/11/2024	(1,057,599.00)		(1,098,663.11)	-			
07/11/2024	(1,057,599.00)		(1,098,663.11)	-			
			-	-			
Totals	\$0.00	\$220,211.44	\$245,159.42	\$237,426.97			

Less Future Value of Investments \$245,159.42

Surplus at Evaluation Date (\$7,732.45)

(i) Transferred proceeds from the Refunded Series 2022 Note [U.S. Treasury Regulations Section 1.148-9(b)(1)].

**Village of Williams Bay Annual Arbitrage Set Aside**

12192025

**Action Item:**

FP is to accept the Arbitrage Report and establish the Annual Arbitrage set aside amounts for the Gen, Water and Sewer Funds

**Amount Per Annual Arbitrate Report = \$374,272**

		% of GF Budgeted
<b>General Fund Arbitrage Calculations:</b>	<b>\$113,083</b>	<b>Revenues</b>
Percentage of Borrowed Funds =	30.21%	
2023 Audit General Fund Unassigned Fund Balance =	\$1,925,941	47%
General Fund \$ Amount of Arbitrage =	\$113,083	3%
General Fund Unassigned Balance <u>after</u> Arbitrage =	\$1,812,858	44%
General Fund Minimum Reserve Policy (Draft)		
GF Budgeted Revenues 2026 =	\$4,101,256	
GF Balance Policy 25% of GF Budgeted Revenues	\$1,025,314	25%
Short-term GF Balance After Purchase & Improvements for New VH & PD Expansion for \$450K (To Be Reimbursed by 2026 Borrowed Funds)		
GF Temporary Balance After New VH =	\$1,362,858	33%

<b>Water Fund Arbitrage Calculations:</b>		<b>\$173,881</b>
Percentage of Borrowed Funds =		46.46%
2023 Audit Water Fund Unassigned Fund Balance =	\$1,925,941	2,437,522
Water Fund \$ Amount of Arbitrage		173,881
Water Fund Unassigned Balance <u>after</u> Arbitrage =	\$:	2,263,641

<b>Sewer Fund Arbitrage Calculations:</b>		<b>\$87,308</b>
Percentage of Borrowed Funds =		23.33%
2023 Audit Sewer Fund Unassigned Fund Balance =	\$1,925,941	1,941,843
Sewer Fund \$ Amount of Arbitrage		87,308
Sewer Fund Unassigned Balance <u>after</u> Arbitrage =	\$	1,854,535

**Levy, Water, & Sewer**

Issue: 5  
 Amount: \$11,610,000  
 Type: G.O. Refunding Bonds (CR)  
 Dated: September 7, 2022

<b>Callable: '31-'42 Callable 4/1/2030 @ Par</b>				<b>LEVY</b>		<b>Water Utility</b>		<b>Sewer Utility</b>		
PRINCIPAL (4/1)	RATE	INTEREST (4/1 & 10/1)	TOTAL	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	
2024	\$435,000	5.000%	\$482,525	\$917,525	\$171,000	\$147,470	\$174,000	\$223,180	\$90,000	\$111,875
2025	\$455,000	5.000%	\$460,275	\$915,275	\$181,000	\$138,670	\$184,000	\$214,230	\$90,000	\$107,375
2026	\$325,000	5.000%	\$440,775	\$765,775	\$131,000	\$130,870	\$194,000	\$204,780		\$105,125
2027	\$345,000	5.000%	\$424,025	\$769,025		\$127,595	\$204,000	\$194,830	\$141,000	\$101,600
2028	\$535,000	5.000%	\$402,025	\$937,025	\$162,000	\$123,545	\$214,000	\$184,380	\$159,000	\$94,100
2029	\$550,000	5.000%	\$374,900	\$924,900	\$216,000	\$114,095	\$224,000	\$173,430	\$110,000	\$87,375
2030	\$580,000	5.000%	\$346,650	\$926,650	\$226,000	\$103,045	\$234,000	\$161,980	\$120,000	\$81,625
2031	\$625,000	5.000%	\$316,525	\$941,525	\$251,000	\$91,120	\$249,000	\$149,905	\$125,000	\$75,500
2032	\$685,000	5.000%	\$283,775	\$968,775	\$296,000	\$77,445	\$259,000	\$137,205	\$130,000	\$69,125
2033	\$555,000	5.000%	\$252,775	\$807,775	\$146,000	\$66,395	\$274,000	\$123,880	\$135,000	\$62,500
2034	\$580,000	3.500%	\$228,750	\$808,750	\$151,000	\$60,103	\$284,000	\$112,060	\$145,000	\$56,588
2035	\$600,000	3.500%	\$208,100	\$808,100	\$156,000	\$54,730	\$294,000	\$101,945	\$150,000	\$51,425
2036	\$625,000	4.000%	\$185,100	\$810,100	\$166,000	\$48,680	\$304,000	\$90,720	\$155,000	\$45,700
2037	\$650,000	4.000%	\$159,600	\$809,600	\$171,000	\$41,940	\$319,000	\$78,260	\$160,000	\$39,400
2038	\$670,000	4.000%	\$133,200	\$803,200	\$176,000	\$35,000	\$329,000	\$65,300	\$165,000	\$32,900
2039	\$705,000	4.000%	\$105,700	\$810,700	\$186,000	\$27,760	\$344,000	\$51,840	\$175,000	\$26,100
2040	\$730,000	4.000%	\$77,000	\$807,000	\$191,000	\$20,220	\$359,000	\$37,780	\$180,000	\$19,000
2041	\$765,000	4.000%	\$47,100	\$812,100	\$200,000	\$12,400	\$375,000	\$23,100	\$190,000	\$11,600
2042	\$795,000	4.000%	\$15,900	\$810,900	\$210,000	\$4,200	\$390,000	\$7,800	\$195,000	\$3,900
<b>TOTAL</b>	<b>\$11,210,000</b>		<b>\$4,944,700</b>	<b>\$16,154,700</b>	<b>\$3,387,000</b>	<b>\$1,425,283</b>	<b>\$5,208,000</b>	<b>\$2,336,605</b>	<b>\$2,615,000</b>	<b>\$1,182,813</b>

Total Borrowed Funds	\$11,210,000	\$11,210,000	\$11,210,000
Percentage of Borrowed Funds	30.21%	46.46%	23.33%
Total Arbitrage Liability	\$374,272.14	\$374,272.14	\$374,272.14
% Fund Arbitrage Liability	\$113,082.94	\$173,881.29	\$87,307.91

**VILLAGE OF WILLIAMS BAY**  
**Engineer's Report**  
**December 23, 2025**

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**STH 67 Reconstruction: East - West Section - Project No. 230260**

- We are waiting for a revised State Municipal Agreement that would include a price increase for a 5-foot-wide sidewalk directly behind the curb between Congress and Collie; this is a possible location for the new water main in this section.
- We will begin the final design on the water main after the WDOT provides a current preliminary field survey for the route.
- The Village should replace any non-PVC sanitary sewer laterals in the right of way to prevent the vibratory roller from damaging the clay laterals and the homeowner needing to patch the new roadway. This could be a standalone project about 6 months prior to WDOT closing the road. The cost of the sewer lateral replacement is typically special assessed against the homeowner. We may need additional televising to determine the ones that are not PVC. The WDOT does not need to know about this work until after they issue the 60 percent plans.

**Women's Leadership Center - Project Number 222626**

**No Change**

- The water main is installed and operational.
- We will issue a punch list just after final binder installation.
- When complete, the Village will need to accept the water main by resolution.

**Water Plant Letter Flood Map Revision (LOMR) Assistance—Project No. 2325347**

- FEMA issued a second request for information dated December 15<sup>th</sup>; SEWRPC has 60 days to respond to the request.
- SEWRPC will send letters to impacted residents and hold a public hearing following FEMA approval.

**Corrosion Control Study - Improvements to Water Plant —Project No. 211778**

- The Contractor is August Winter and Sons.
- The gas chlorine is operational; operators are working with the supplier and adjusting dosages as they bring the individual media filters online.
- The WDNR inspection is January 20, 2025 at 9:00a.
- Painting continues and will likely not be done until February - this will be substantial completion, pending WDNR inspection.

**Street Rehabilitation Program - Project No. 2400607.00**

- See the separate packet for our approach to close this contract with Rock Road.
- The contractor still has not achieved substantial completion.

**VILLAGE OF WILLIAMS BAY**  
**Engineer's Report**  
**December 23, 2025**

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**Well 2 Pump Replacement /Well 3 Pump Replacement- Project Nos. 201436 / 221236**

- See the change order for the work on Well 3; the equipment is several weeks out.
- Odling is ready to replace the broken valve at Well 2.

**Park Place CSM - Project No. 2400339**

**No Change**

- The developer is Jack Pease/Super-Mix Aggregates
- We will observe the water main installation and street reconstruction soon.

**Preserve Development - Former GW College - Project No. 2326581**

- We are waiting for a second submittal prior to December 30, 2025.
- The water metering station is approved by the WDNR. The plans include a 50-foot free standing antenna to make this small building communicate with the existing SCADA.

**East Geneva Street Canyon Development - Former Levar - Project No. 2326015** **No Change**

- We issued a recommendation of conditional approval in September.
- We plan to will observe construction of the public improvements.

**Former Elementary School Development - Jack Pease - Project No. 2501550** **No Change**

- Their concept plan showed demolition of all structures on the property and construction of a residential area with a HOA. We provided directions to retain the stormwater.
- They are currently collecting data on the former fuel oil tank.

**Sanitary Sewer Replacement - Project No. 2501134**

- The Project includes the replacement of sanitary sewer at two locations: Oakwood Street from Center Street south to mid-block and then west through existing easements to Orchard Street and the Lift Station 4 gravity sewer along the lakefront from just north of Gage Marine to Bay Shore Villas.
- We plan to have bids ready for action in the first meeting in February. The scheduled bid opening is January 29<sup>th</sup> at 10:00a

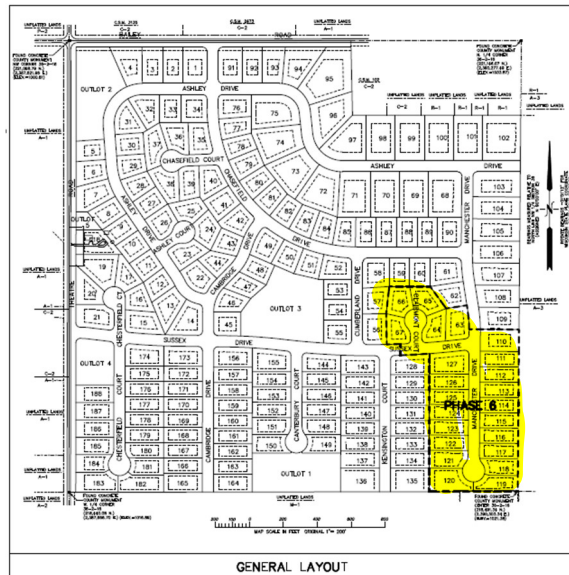
**Navillo Development West of Green Grocer**

- We reviewed a concept and requested additional information from the applicant.
- We have concerns about zoning and financial requests, onsite vehicle parking and maneuvering, the need to block traffic for deliveries, the stormwater design and existing downstream flooding, possible soil contamination, and requests for retaining walls on lot lines.

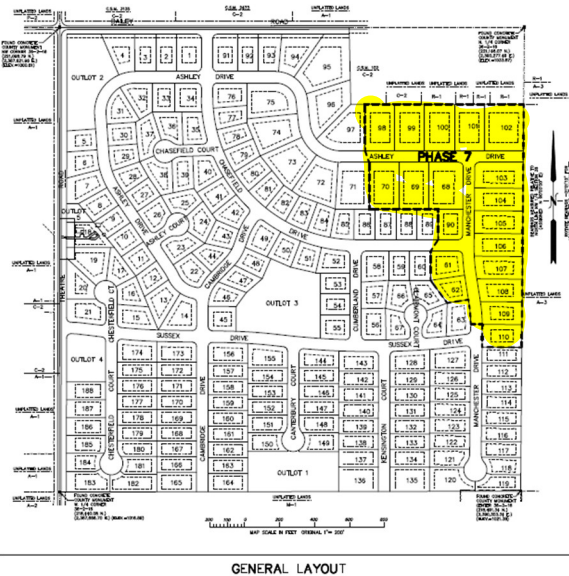
VILLAGE OF WILLIAMS BAY  
**Engineer's Report**  
December 23, 2025

***Bailey Estates – Drainage Dedication-- Phase 6—Phase 7 – Project No. 0210482***

- We are waiting for the developer's request for dedication of drainage features at the time of sale of a specific number of lots. The requested repairs to the storm sewer outlet still need to be completed.
- Utility installation began on Phase 6 on November 24, 2025, and continues.
- The Developer is submitting permits on Phase 7; see the snips below.



Phase 6



Phase 7

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# Village of Williams Bay, WI

## Chapter 390. Zoning

### Article 3. Land Use Regulations

#### § 390-0310M. Tourist Rooming House

M. Tourist rooming house. A dwelling unit available for stays for one to six consecutive days by paying guests, which may or may not be owner-occupied for parts of the year. These uses are often referred to as vacation rentals and include timeshare units. Where such units are rented for more than six but less than 30 consecutive days, such use shall not be considered tourist rooming houses but instead shall be considered short-term rentals, separately described and regulated in Chapter 205, Article III, Short-Term Rental of Residential Dwellings, of the Village Code. Where such units are leased for periods longer than 29 consecutive days, such use shall also not be considered tourist rooming houses, but shall instead be considered "single-family" dwellings, separately described and regulated under this chapter. Also not included within this land use category are "bed-and-breakfast establishments," "commercial indoor lodging," or "boarding houses."

(1) Standards. Tourist rooming houses shall adhere to the following standards:

*[Amended 8-20-2018 by Ord. No. 2018-6]*

(a) Advertising requirements.

No person shall advertise, market, or list a property as a tourist rooming house prior to obtaining a license. All advertisements and listings must display the Village tourist rooming house license number and include the name and contact information of the property owner or designated agent. The license holder shall provide the Village with a list of all websites, platforms, and publications where the property is advertised.

(b) Occupancy shall be limited to two persons per bedroom, plus an additional two persons. At no time may the number of guests exceed eight regardless of the number bedrooms in the dwelling unit.

(c) The maximum stay for any party other than the owner of the premises shall be six consecutive days.

(d) Events and parties.

No outdoor events, parties, gatherings, or celebrations (including but not limited to weddings, graduations, reunions, bachelor parties, etc.) beyond the normal occupancy of the property shall be permitted at any tourist rooming house.

(e) Designated operator.

The property owner or designated agent must reside within 30 miles of the property and be available to respond to the Police Department or Village Hall within one hour and resolve issues within two hours in the event of an emergency or complaint. If a designated agent is used, the names, addresses, and 24-hour phone numbers of both the agent and the property owner must be provided to the Village Clerk, along with a copy of the management contract. Any changes must be updated within 15 days of the change.

(f) The number of guest vehicles allowed on site is limited to no more than one vehicle per bedroom. No parking is permitted on lawns. A minimum of one space per each bedroom of off-street parking is required. On-street parking is prohibited. No recreational vehicle, camper, tent, or other temporary lodging arrangement may be used for living or sleeping purposes.

(g) Solid waste disposal.

Solid waste disposal practices must meet the standards set forth in Chapter 308 Solid Waste and Recycling, of the Code of the Village of Williams Bay with specific attention to §308-22 A and B regarding collection carts and C which states that "No solid waste and recyclables shall be placed as herein required at the specified collection point sooner than 24 hours prior to the regularly scheduled collection time or be allowed to remain at the curb longer than 12 hours thereafter.

(h) Guest registry.

Each license holder shall keep a registry of all guests including their names, addresses, phone numbers, and dates of stay. The registry shall be submitted quarterly to the Clerk with written certification by the property owner of guest registration and compliance (even if no room tax form is submitted for that quarter). The registry shall also be made available upon request by the Code Enforcement Officer or Clerk. The license holder shall maintain the above stated information for a period of not less than two years (current year and prior year).

(i) Property rules.

Property rules must be posted at the property near the front door. The property owner must also share property rules with all property owners within 500 feet of the tourist rooming house property.

Property rules must include the following minimum information:

- [1] Maximum occupancy of the property.
- [2] Contact information for the designated operator.
- [3] Where to park.
- [4] Quiet hours of 10:00 p.m. to 7:00 a.m.
- [5] Pet policy: no more than three pets are allowed at the property.
- [6] No outdoor events as described in §390-0310M(4).
- [7] Outdoor burning regulations.
- [8] Non-emergency contact information for law enforcement and fire.
- [9] What to do with the garbage after the rental period is ended.
- [10] Copy of the State of Wisconsin tourist rooming house license.
- [11] Copy of the Village short-term rental license.
- [12] Copy of the boating regulations if the property is located adjacent to a lake shore.

(j) The appearance or use of the dwelling shall not be altered in a manner that would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emission of sounds, odors, dust or vibrations that carry beyond the premises.

(k) The availability of the tourist rooming house to the public shall not be advertised on site.

(l) The tourist rooming house must be licensed by the State of Wisconsin. Proof of valid State of Wisconsin tourist rooming house license must be posted near the front door.

## 2. License required.

(a) Any person who maintains, manages or operates a tourist rooming house shall obtain a permit under this §390-0310M. and pay the required fee. The license shall be valid for one year from the date of approval.

(b) A copy of the Wisconsin Department of Revenue Seller's Permit must be provided with the license application and maintained current.

(c) Insurance. All tourist rooming house properties must maintain valid property and liability insurance. Proof of insurance must be provided with the initial license application and upon renewal.

(d) Inspections and emergency access. A mandatory building and fire inspection report showing compliance with all applicable codes must be submitted prior to license approval. Annual inspections are required for license renewal. A KNOX box must be installed for emergency entry by fire and police personnel.

(e) License renewal. License renewal application and fees are due 45 days before the license expires. Each license shall be valid for one year from the date of approval. A late fee of \$250 shall be assessed for any renewal application submitted after the 45-day deadline.

### 3. Penalties for violations.

(a) Operating without a license. Any person operating a tourist rooming house without a valid license shall be subject to a \$1,000 forfeiture , plus all past due room taxes for prior rentals if not yet paid. Each day of operation without a license constitutes a separate offense. Compliance with this Subsection 390-0310M. will be the responsibility of the property owner.

(b) Major violations of are subject to forfeitures and license revocation.

Major violations include:

- [1] Rental marketing that does not include the license number or falsely advertises the property;
- [2] No designated operator within 30 miles of the property;
- [3] Failure to display the license number as required;
- [4] Failure to pay room tax and submit timely reporting;
- [5] Failure to pay annual license fees;
- [6] Failure to report rentals from all forms of advertising in conjunction with room tax payment;
- [7] Having another rental arrive during another guests rental period;
- [8] Illegal activity on the property.

(c) Penalties for major violations are based on the number of violations in a rolling 12-month period as follows:

- [1] First offense: \$250 forfeiture per day of violation plus court costs until rectified;
- [2] Second offense: \$500 forfeiture per day of violation plus court costs until rectified; 3-month suspension of license;
- [3] Third offense: \$1,000 forfeiture per day of violation plus court costs until rectified; Permanent revocation of license and no future ability to obtain a license for the property.

(d) A reinspection fee shall be required after any major violation before the license can be reinstated.

(e) Minor violations may be caused by renters or guests of a rental.

Minor violations include, but are not limited to: noise complaints, disruptive behavior by occupants, refuse container placement or removal violations, or law enforcement intervention. The first two minor violations within a 12-month period shall be upgraded to constitute one major violation. Each additional minor violation within the same 12-month period shall constitute an additional major violation.

4. The total number of tourist rooming houses permitted in the Village shall not exceed 15.

*[Amended 6-20-2022 by Ord. No. 2022-03]*

# Village of Williams Bay, WI

## Chapter 390. Zoning

### Article 3. Land Use Regulations

#### § 390-0310M. Tourist Rooming House

**NOTE:** Deleted text appears in red with strikethrough. Inserted text appears in blue and underlined.

M. Tourist rooming house. A dwelling unit available for stays for one to six consecutive days by paying guests, which may or may not be owner-occupied for parts of the year. These uses are often referred to as vacation rentals and include timeshare units. Where such units are rented for more than six but less than 30 consecutive days, such use shall not be considered tourist rooming houses but instead shall be considered short-term rentals, separately described and regulated in Chapter 205, Article III, Short-Term Rental of Residential Dwellings, of the Village Code. Where such units are leased for periods longer than 29 consecutive days, such use shall also not be considered tourist rooming houses, but shall instead be considered "single-family" dwellings, separately described and regulated under this chapter. Also not included within this land use category are "bed-and-breakfast establishments," "commercial indoor lodging," or "boarding houses."

(1) Standards. Tourist rooming houses shall adhere to the following standards:

*[Amended 8-20-2018 by Ord. No. 2018-6]*

(a) Advertising requirements.

No person shall advertise, market, or list a property as a tourist rooming house prior to obtaining a license. All advertisements and listings must display the Village tourist rooming house license number and include the name and contact information of the property owner or designated agent. The license holder shall provide the Village with a list of all websites, platforms, and publications where the property is advertised.

~~(1)~~ (b) Occupancy shall be limited to two persons per bedroom, plus an additional two persons. At no time may the number of guests exceed eight regardless of the number bedrooms in the dwelling unit.

~~(2)~~ (c) The maximum stay for any party other than the owner of the premises shall be six consecutive days.

(d) Events and parties.

No outdoor events, parties, gatherings, or celebrations (including but not limited to weddings, graduations, reunions, bachelor parties, etc.) beyond the normal occupancy of the property shall be permitted at any tourist rooming house.

(e) Designated operator.

The property owner or designated agent must reside within 30 miles of the property and be available to respond to the Police Department or Village Hall within one hour and resolve issues within two hours in the event of an emergency or complaint. If a designated agent is used, the names, addresses, and 24-hour phone numbers of both the agent and the property owner must be provided to the Village Clerk, along with a copy of the management contract. Any changes must be updated within 15 days of the change.

~~3)~~ (f) The number of guest vehicles allowed on site is limited to ~~the number of bedrooms in the unit~~ no more than one vehicle per bedroom. No parking is permitted on lawns. A minimum of one space per each bedroom of off-street parking is required. On-street parking

is prohibited. No recreational vehicle, camper, ~~or~~ tent, or other temporary lodging arrangement may be used for living or sleeping purposes.

(g) Solid waste disposal.

Solid waste disposal practices must meet the standards set forth in Chapter 308 Solid Waste and Recycling, of the Code of the Village of Williams Bay with specific attention to §308-22 A and B regarding collection carts and C which states that “No solid waste and recyclables shall be placed as herein required at the specified collection point sooner than 24 hours prior to the regularly scheduled collection time or be allowed to remain at the curb longer than 12 hours thereafter.

(h) Guest registry.

Each license holder shall keep a registry of all guests including their names, addresses, phone numbers, and dates of stay. The registry shall be submitted quarterly to the Clerk with written certification by the property owner of guest registration and compliance (even if no room tax form is submitted for that quarter). The registry shall also be made available upon request by the Code Enforcement Officer or Clerk. The license holder shall maintain the above stated information for a period of not less than two years (current year and prior year).

(i) Property rules.

Property rules must be posted at the property near the front door. The property owner must also share property rules with all property owners within 500 feet of the tourist rooming house property.

Property rules must include the following minimum information:

- [1] Maximum occupancy of the property.
- [2] Contact information for the designated operator.
- [3] Where to park.
- [4] Quiet hours of 10:00 p.m. to 7:00 a.m.
- [5] Pet policy: no more than three pets are allowed at the property.
- [6] No outdoor events as described in §390-0310M(4).
- [7] Outdoor burning regulations.
- [8] Non-emergency contact information for law enforcement and fire.
- [9] What to do with the garbage after the rental period is ended.
- [10] Copy of the State of Wisconsin tourist rooming house license.
- [11] Copy of the Village short-term rental license.
- [12] Copy of the boating regulations if the property is located adjacent to a lake shore.

~~(4)~~ (j) The appearance or use of the dwelling shall not be altered in a manner that would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emission of sounds, odors, dust or vibrations that carry beyond the premises.

~~(5)~~ (k) The availability of the tourist rooming house to the public shall not be advertised on site.

~~(6)~~ (l) The tourist rooming house must be licensed by the State of Wisconsin. Proof of valid State of Wisconsin tourist rooming house license must be posted near the front door.

2. License required.

(a) Any person who maintains, manages or operates a tourist rooming house shall obtain a permit under this §390-0310M. and pay the required fee. The license shall be valid for one year from the date of approval.

(b) A copy of the Wisconsin Department of Revenue Seller's Permit must be provided with the license application and maintained current.

(c) Insurance. All tourist rooming house properties must maintain valid property and liability insurance. Proof of insurance must be provided with the initial license application and upon renewal.

(d) Inspections and emergency access. A mandatory building and fire inspection report showing compliance with all applicable codes must be submitted prior to license approval. Annual inspections are required for license renewal. A KNOX box must be installed for emergency entry by fire and police personnel.

(e) License renewal. License renewal application and fees are due 45 days before the license expires. Each license shall be valid for one year from the date of approval. A late fee of \$250 shall be assessed for any renewal application submitted after the 45-day deadline.

### 3. Penalties for violations.

(a) Operating without a license. Any person operating a tourist rooming house without a valid license shall be subject to a \$1,000 forfeiture , plus all past due room taxes for prior rentals if not yet paid. Each day of operation without a license constitutes a separate offense. Compliance with this Subsection 390-0310M. will be the responsibility of the property owner.

(b) Major violations of are subject to forfeitures and license revocation. Major violations include:

- [1] Rental marketing that does not include the license number or falsely advertises the property;
- [2] No designated operator within 30 miles of the property;
- [3] Failure to display the license number as required;
- [4] Failure to pay room tax and submit timely reporting;
- [5] Failure to pay annual license fees;
- [6] Failure to report rentals from all forms of advertising in conjunction with room tax payment;
- [7] Having another rental arrive during another guests rental period;
- [8] Illegal activity on the property.

(c) Penalties for major violations are based on the number of violations in a rolling 12-month period as follows:

[1] First offense: \$250 forfeiture per day of violation plus court costs until rectified;

[2] Second offense: \$500 forfeiture per day of violation plus court costs until rectified; 3-month suspension of license;

[3] Third offense: \$1,000 forfeiture per day of violation plus court costs until rectified; Permanent revocation of license and no future ability to obtain a license for the property.

(d) A reinspection fee shall be required after any major violation before the license can be reinstated.

(e) Minor violations may be caused by renters or guests of a rental.

Minor violations include, but are not limited to: noise complaints, disruptive behavior by occupants, refuse container placement or removal violations, or law enforcement intervention. The first two minor violations within a 12-month period shall be upgraded to

constitute one major violation. Each additional minor violation within the same 12-month period shall constitute an additional major violation.

~~Minimum required off-street parking: one no more than one space per each bedroom.~~

4. The total number of tourist rooming houses permitted in the Village shall not exceed 15.

*[Amended 6-20-2022 by Ord. No. 2022-03]*

# Village of Williams Bay, WI

## Chapter 205. Housing Standards and Rental Property

### Article III. Short-Term Rental of Residential Dwellings

*[Adopted as § 2.12 of the 2011 Code; amended in its entirety 8-20-2018 by Ord. No. 2018-8]*

#### **§ 205-25. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

##### **DESIGNATED OPERATOR**

An individual who is available to respond to the Police Department or Village Hall within one hour and resolve issues within two hours in the event of an emergency or complaint to the Village Police Department. The designated operator must reside within 30 miles of the property.

##### **OCCUPANT**

A person who rents a short-term rental.

##### **RENTAL BOOKING PERIOD**

The date between one rental and the next rental.

##### **RESIDENTIAL DWELLING**

Any building, structure or part of the building or structure that is used or intended to be used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, to the exclusion of all others.

##### **SHORT-TERM RENTAL**

A residential dwelling offered or occupied for rent for a fee or similar consideration for more than six but fewer than 30 consecutive days.

#### **§ 205-26. License required.**

Any person who maintains, manages, or operates a short-term rental for more than 10 nights in a calendar year shall obtain a license under this article. No such person shall advertise, market, or list a property as a short-term rental prior to obtaining a license. All advertisements and listings must display the Village short-term rental license number and include the name and contact information of the property owner or designated agent. The license holder shall provide the Village with a list of all websites, platforms, and publications where the property is advertised. Proof of the license and property rules shall be posted conspicuously near the front door at all times while the property is rented and made available upon request for inspection.

#### **§ 205-27. Applicability.**

This article shall apply to all short-term rentals but shall not apply to a full month rental in the month of February. In addition, this article shall not apply to facilities approved as a hotel, motel, rooming house, lodging, lodging house or bed-and-breakfast.

### **§ 205-28. Occupancy.**

Occupancy is limited to the number of occupants authorized by the state tourist rooming house license issued by the State of Wisconsin, Department of Agriculture, Trade and Consumer Protection, in accordance with Wisconsin Administrative Code Chapter ATCP 72 and all successor regulations.

### **§ 205-29. Booking Period.**

A rental booking period cannot begin less than eight days from the beginning of the previous rental booking period, nor less than one day from the end of the previous rental booking period. For example, if a rental begins on July 1, the earliest the next rental could begin is July 8.

### **§ 205-30. Parking.**

A minimum of two parking spaces shall be provided for each short-term rental. No more than one vehicle per bedroom shall be permitted. No parking is permitted on lawns. No on-street parking for renters will be allowed. Parking may be provided off site. Parking spaces must meet the standards set forth in Chapter 390, Zoning, of the Code of the Village of Williams Bay. No recreational vehicle, camper, tent, or other temporary lodging arrangement to accommodate guests shall be permitted.

### **§ 205-31. Solid waste disposal.**

Solid waste disposal practices must meet the standards set forth in Chapter 308 Solid Waste and Recycling, of the Code of the Village of Williams Bay with specific attention to §308-22 A and B regarding collection carts and C which states that "No solid waste and recyclables shall be placed as herein required at the specified collection point sooner than 24 hours prior to the regularly scheduled collection time or be allowed to remain at the curb longer than 12 hours thereafter.

### **§ 205-32. Guest registry.**

Each license holder shall keep a registry of all guests including their names, addresses, phone numbers, and dates of stay. The registry shall be submitted quarterly to the Clerk with written certification by the property owner of guest registration and compliance (even if no room tax form is submitted for that quarter). The registry shall also be made available upon request by the Code Enforcement Officer or Clerk. The license holder shall maintain the above stated information for a period of not less than two years (current year and prior year).

### **§ 205-33. Events and parties.**

No outdoor events, parties, gatherings, or celebrations (including but not limited to weddings, graduations, reunions, bachelor parties, etc.) beyond the normal occupancy of the property shall be permitted at any short-term rental.

### **§ 205-34. Insurance.**

All short-term rental properties must maintain valid property and liability insurance. Proof of insurance must be provided with the initial license application and updated annually upon renewal.

### **§ 205-35. Property rules.**

A list of property rules must be posted at the property near the front door and provided to the occupants and a copy submitted with the application for a license. The property owner must also share property rules with all property owners within 500 feet of the short-term rental property. Property rules must include the following minimum information:

- A. Maximum occupancy of the property.
- B. Contact information for the designated operator.
- C. Where to park.
- D. Quiet hours of 10:00 p.m. to 7:00 a.m.
- E. Pet policy: no more than three pets are allowed at the property.
- F. No outdoor events as described in §205-33.
- G. Outdoor burning regulations.
- H. Non-emergency contact information for law enforcement and fire.
- I. What to do with the garbage after the rental period is ended.
- J. Copy of the State of Wisconsin tourist rooming house license.
- K. Copy of the Village short-term rental license.
- L. Copy of the boating regulations if the property is located adjacent to a lakeshore.

### **§ 205-36. License application and fees.**

Any property owner or person having a contractual interest in any residential dwelling in the Village must file an application for a license to offer for rent a short-term rental with the Clerk at least 45 days in advance of the date the property is first offered for rent on forms furnished by the Clerk.

- A. The application shall include the following:
  - (1) Address and tax key of the residential dwelling.
  - (2) Names and addresses of the applicant, owner of the dwelling, or promoter or sponsor.
  - (3) Copy of State of Wisconsin tourist rooming house license.
  - (4) Copy of Wisconsin Department of Revenue Seller's Permit.
  - (5) Name, address, and 24-hour phone number of a designated operator for the property, along with a copy of the management contract.
  - (6) Proposed occupancy for the dwelling as approved by State of Wisconsin tourist rooming house license.
  - (7) Floor plan of all floors to be occupied in the dwelling, drawn neatly and accurately with dimensions clearly shown.
  - (8) Site plan drawn neatly and accurately of the parcel including, but not limited to, lot lines, parking, and location of garbage collection areas.
  - (9) Copy of property rules.
  - (10) Schedule for refuse pickup and name of refuse hauler if other than refuse hauler retained by the Village.
  - (11) Proof of adequate sanitation facilities.
  - (12) Proof of valid property and liability insurance.
  - (13) Mandatory building and fire inspection report showing compliance with all applicable codes.
  - (14) Confirmation of KNOX box installation for emergency entry by fire and police personnel.
- B. Any changes in ownership of the property or designated operator shall be forwarded to the Clerk within 10 days of the change.
- C. Once approved, each license shall be valid for up to one year from July 1 until the following June 30. If a license is granted after April 1 of a license year, the license will be valid until June 30 of the following year. The license renewal application

and fees are due 45 days before the license expires. A late fee of \$250 shall be assessed for any renewal application submitted after the 45-day deadline.

D. Annual inspections are required for license renewal.

### **§ 205-37. License fee schedule.**

The license application fees shall be established by resolution of the Village Board in a fee schedule, which may be modified from time to time. The fees shall be related to costs involved in the processing of license applications, reviewing plans, conducting inspections and documentation. A schedule of the fees shall be on file with the office of the Clerk.

### **§ 205-38. Penalties for violations.**

A. Operating without a license.

Any person operating a short-term rental without a valid license shall be subject to a forfeiture of \$1,000, plus all past due room taxes for prior rentals if not yet paid. Each day of operation without a license constitutes a separate offense. Compliance with this Article will be the responsibility of the property owner.

B. Major violations of are subject to forfeitures and license revocation.

Major violations include:

- [1] Rental marketing that does not include the license number or falsely advertises the property;
- [2] No designated operator within 30 miles of the property;
- [3] Failure to display the license number as required;
- [4] Failure to pay room tax and submit timely reporting;
- [5] Failure to pay annual license fees;
- [6] Failure to report rentals from all forms of advertising in conjunction with room tax payment;
- [7] A violation of §205-29;
- [8] Illegal activity on the property;
- [9] A violation of §205-32.

C. Each day a major violation exists constitutes a separation violation. Penalties for major violations are based on the number of major violations in a rolling 12-month period as follows:

- [1] First offense: \$250 forfeiture per day of violation plus court costs until rectified;
- [2] Second offense: \$500 forfeiture per day of violation plus court costs until rectified; 3-month suspension of license;
- [3] Third offense: \$1,000 forfeiture per day of violation plus court costs until rectified; Permanent revocation of license and no future ability to obtain a license for the property.

A reinspection by the Code Enforcement Officer and payment of the reinspection fee shall be required after any major violation before the license can be reinstated.

D. Minor violations may be caused by renters or guests of a rental.

Minor violations include noise complaints, disruptive behavior by occupants, refuse container placement or removal violations, or incident requiring law enforcement response at the scene. The first two minor violations within a 12-month period shall be upgraded to constitute one major violation. Each additional minor violation within the same 12-month period shall constitute an additional major violation.

**§ 205-39. Revocation process.**

- A. In addition to the penalties described in § 205-38, revocation of the license may commence when the owner of the property fails to comply with the requirements of this article and/or § 46-11, Room tax. The owner of the property shall be notified of any noncompliance by the Village Administrator or his/her designee.
- B. The owner shall correct the violation within 24 hours to the satisfaction of the Village Administrator or designee.
- C. The Village Administrator or designee may notify the Village Board of noncompliance and request permission to proceed with the revocation process.
- D. Upon scheduling of a hearing before the Village Board concerning the possible revocation, the Village Administrator or designee will notify the owner of the property at least two weeks prior to the hearing date.
- E. The Village Administrator or designee will attempt to notify all property owners located within 150 feet of the property at least two weeks prior to the public hearing.
- F. A representative of the Village shall appear at the hearing before the Village Board to present the evidence of noncompliance. All other interested parties may also give testimony to the Village Board.
- G. A written decision of the Village Board will be made and will be provided to the owner.
- H. If a license is revoked, the owner may apply for a new license after a twelve-month revocation period, except as provided by §205-38C.(3).

# Village of Williams Bay, WI

## Chapter 205. Housing Standards and Rental Property

### Article III. Short-Term Rental of Residential Dwellings

*[Adopted as § 2.12 of the 2011 Code; amended in its entirety 8-20-2018 by Ord. No. 2018-8]*

**NOTE:** ~~Deleted text appears in red with strikethrough.~~ Inserted text appears in blue and underlined.

#### **§ 205-25. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

##### **DESIGNATED OPERATOR**

An individual who is available to respond to the Police Department or Village Hall within one hour and resolve issues within two hours in the event of an emergency or complaint to the Village Police Department. The designated operator must reside within 30 miles of the property.

##### **OCCUPANT**

A person who rents a short-term rental.

##### RENTAL BOOKING PERIOD

The date between one rental and the next rental .

##### **RESIDENTIAL DWELLING**

Any building, structure or part of the building or structure that is used or intended to be used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, to the exclusion of all others.

##### **SHORT-TERM RENTAL**

A residential dwelling offered or occupied for rent for a fee or similar consideration for more than six but fewer than 30 consecutive days.

#### **§ 205-26. License required.**

Any person who maintains, manages, or operates a short-term rental for more than 10 nights in a calendar year shall obtain a license under this article. No such person shall advertise, market, or list a property as a short-term rental prior to obtaining a license. All advertisements and listings must display the Village short-term rental license number and include the name and contact information of the property owner or designated agent. The license holder shall provide the Village with a list of all websites, platforms, and publications where the property is advertised. Proof of the license and property rules shall be posted conspicuously near the front door ~~in a conspicuous location~~ at all times while the property is rented and made available upon request for inspection.

#### **§ 205-27. Applicability.**

This article shall apply to all short-term rentals but shall not apply to a full month rental in the month of February. In addition, this article shall not apply to facilities approved as a hotel, motel, rooming house, lodging, lodging house or bed-and-breakfast.

#### **§ 205-28. Occupancy.**

Occupancy is limited to the number of occupants authorized by the state tourist rooming house license issued by the State of Wisconsin, Department of Agriculture, Trade and Consumer Protection, in accordance with Wisconsin Administrative Code Chapter ATCP 72 and all successor regulations.

### **§ 205-29. Booking Period.**

. A rental booking period cannot begin less than eight days from the beginning of the previous rental booking period, nor less than one day from the end of the previous rental booking period. For example, if a rental begins on July 1, the earliest the next rental could begin is July 8.

### **§ 205-~~29~~30. Parking.**

A minimum of two parking spaces shall be provided for each short-term rental. No more than one vehicle per bedroom shall be permitted. No parking is permitted on lawns. No on-street parking for renters will be allowed. Parking may be provided off site. Parking spaces must meet the standards set forth in Chapter 390, Zoning, of the Code of the Village of Williams Bay. No recreational vehicle, camper, tent, or other temporary lodging arrangement to accommodate guests shall be permitted.

### **§ 205-~~30~~31. Solid waste disposal.**

Solid waste disposal practices must meet the standards set forth in Chapter 308 Solid Waste and Recycling, of the Code of the Village of Williams Bay with specific attention to §308-22 A and B regarding collection carts and C which states that “No solid waste and recyclables shall be placed as herein required at the specified collection point sooner than 24 hours prior to the regularly scheduled collection time or be allowed to remain at the curb longer than 12 hours thereafter. Adequate refuse containers shall be available to prevent accumulation or scattering of solid waste, garbage and rubbish on the ground. Refuse containers shall be no larger than two cubic yards. Refuse must be removed from the property not less than one time per week and within 24 hours of placement for pickup. Containers for refuse larger than two cubic yards which have been located on the premises prior to obtaining a license under this article may remain in place, provided that such containers are enclosed by screening which visually shields the containers from neighboring properties.

### **§ 205-~~31~~32. Guest registry.**

Each license holder shall keep a registry of ~~the party responsible for securing the rental~~all guests including their name~~s~~s, address~~s~~es, phone number~~s~~s, and date~~s~~s of stay ~~and number of occupants in the party~~. The registry shall be submitted quarterly to the Clerk with written certification by the property owner of guest registration and compliance (even if no room tax form is submitted for that quarter). The registry shall also be made available upon request by the Code Enforcement Officer or Clerk. The license holder shall maintain the above stated information for a period of not less than ~~one~~two year~~s~~s (current year and prior year) ~~from the last date of stay of the occupants.~~

### **§ 205-33. Events and parties.**

No outdoor events, parties, gatherings, or celebrations (including but not limited to weddings, graduations, reunions, bachelor parties, etc.) beyond the normal occupancy of the property shall be permitted at any short-term rental.

### **§ 205-34. Insurance.**

All short-term rental properties must maintain valid property and liability insurance. Proof of insurance must be provided with the initial license application and updated annually upon renewal.

### **§ 205-~~32~~35. Property rules.**

A list of property rules must be posted at the property near the front door and provided to the occupants and a copy submitted with the application for a license. The property owner must also share property rules with all property owners within 500 feet of the short-term rental property. Property rules must include the following minimum information:

- A. Maximum occupancy of the property.
- B. Contact information for the designated operator.
- C. Where to park.
- D. Quiet hours of 10:00 p.m. to 7:00 a.m.
- E. Pet policy: no more than three pets are allowed at the property.
- F. No outdoor events as described in §205-33.
- ~~F. G.~~ Outdoor burning regulations.
- ~~G. H.~~ Non-emergency contact information for law enforcement and fire.
- ~~H. I.~~ What to do with the garbage after the rental period is ended.
- ~~I. J.~~ Copy of the State of Wisconsin tourist rooming house license.
- ~~J. K.~~ Copy of the Village short-term rental license.
- ~~K. L.~~ Copy of the boating regulations if the property is located adjacent to a lakeshore.

### **§ 205-~~333~~36. License application and fees.**

Any property owner or person having a contractual interest in any residential dwelling in the Village ~~may~~ must file an application for a license to offer for rent a short-term rental with the Clerk at least ~~30~~45 days in advance of the date the property is first offered for rent on forms furnished by the Clerk.

- A. The application shall include the following:
  - (1) Address and tax key of the residential dwelling.
  - (2) Names and addresses of the applicant, owner of the dwelling, or promoter or sponsor.
  - (3) Copy of State of Wisconsin tourist rooming house license.
  - (4) Copy of Wisconsin Department of Revenue Seller's Permit.
  - (5) Name, address, and 24-hour phone number of a designated operator for the property, along with a copy of the management contract.
  - (6) Proposed occupancy for the dwelling as approved by State of Wisconsin tourist rooming house license.
  - (7) Floor plan of all floors to be occupied in the dwelling, drawn neatly and accurately with dimensions clearly shown.
  - (8) Site plan drawn neatly and accurately of the parcel including, but not limited to, lot lines, parking, and location of garbage collection areas.
  - (9) Copy of property rules.
  - (10) Schedule for refuse pickup and name of refuse hauler if other than refuse hauler retained by the Village.
  - (11) Proof of adequate sanitation facilities.
  - (12) Proof of valid property and liability insurance.
  - (13) Mandatory building and fire inspection report showing compliance with all applicable codes.
  - (14) Confirmation of KNOX box installation for emergency entry by fire and police personnel.
- B. Any changes in ownership of the property or designated operator shall be forwarded to the Clerk within 10 days of the change.
- C. Once approved, each license shall be valid for up to one year from July 1 until the following June 30. If a license is granted after April 1 of a license year, the license will be valid until June 30 of the following year. The license renewal application and fees are due 45 days before the license expires. A late fee of \$250 shall be assessed for any renewal application submitted after the 45-day deadline.
- D. Annual inspections are required for license renewal.

**§ 205-~~34~~37. License fee schedule.**

The license application fees shall be established by resolution of the Village Board in a fee schedule, which may be modified from time to time. The fees shall be related to costs involved in the processing of license applications, reviewing plans, conducting inspections and documentation. A schedule of the fees shall be on file with the office of the Clerk.

**§ 205-~~35~~38. ~~Revocation~~Penalties for violations.**

A. Operating without a license.

Any person operating a short-term rental without a valid license shall be subject to a forfeiture of \$1,000 , plus all past due room taxes for prior rentals if not yet paid. Each day of operation without a license constitutes a separate offense. Compliance with this Article will be the responsibility of the property owner.

B. Major violations of are subject to forfeitures and license revocation.

Major violations include:

- [1] Rental marketing that does not include the license number or falsely advertises the property;
- [2] No designated operator within 30 miles of the property;
- [3] Failure to display the license number as required;
- [4] Failure to pay room tax and submit timely reporting;
- [5] Failure to pay annual license fees;
- [6] Failure to report rentals from all forms of advertising in conjunction with room tax payment;
- [7] A violation of §205-29;
- [8] Illegal activity on the property;
- [9] A violation of §205-32.

C. Each day a major violation exists constitutes a separation violation. Penalties for major violations are based on the number of major violations in a rolling 12-month period as follows:

- [1] First offense: \$250 forfeiture per day of violation plus court costs until rectified;
- [2] Second offense: \$500 forfeiture per day of violation plus court costs until rectified; 3-month suspension of license;
- [3] Third offense: \$1,000 forfeiture per day of violation plus court costs until rectified; Permanent revocation of license and no future ability to obtain a license for the property.

A respection by the Code Enforcement Officer and payment of the reinspection fee shall be required after any major violation before the license can be reinstated. .

D. Minor violations may be caused by renters or guests of a rental.

Minor violations include noise complaints, disruptive behavior by occupants, refuse container placement or removal violations, or incident requiring law enforcement response at the scene . The first two minor violations within a 12-month period shall be upgraded to constitute one major violation. Each additional minor violation within the same 12-month period shall constitute an additional major violation.

~~Revocation of the license shall commence when the owner of the property fails to comply with the requirements of this article and/or § 46-11, Room tax, as they existed at the time of the issuance of the license.~~

**§ 205-~~36~~39. Revocation process.**

- A. In addition to the penalties described in § 205-38, revocation of the license may commence when the owner of the property fails to comply with the requirements of this article and/or § 46-11, Room tax. The owner of the property shall be notified of any noncompliance by the Village Administrator or his/her designee.
- B. The owner shall correct the violation within 24 hours to the satisfaction of the Village Administrator or designee.
- C. The Village Administrator or designee may notify the Village Board of noncompliance and request permission to proceed with the revocation process.
- D. Upon scheduling of a hearing before the Village Board concerning the possible revocation, the Village Administrator or designee will notify the owner of the property at least two weeks prior to the hearing date.
- E. The Village Administrator or designee will attempt to notify all property owners located within 150 feet of the property at least two weeks prior to the public hearing.
- F. A representative of the Village shall appear at the hearing before the Village Board to present the evidence of noncompliance. All other interested parties may also give testimony to the Village Board.
- G. A written decision of the Village Board will be made and will be provided to the owner.
- H. If a license is revoked, the owner may apply for a new license after a twelve-month revocation period, except as provided by §205-38C.(3).

**CODE ENFORCEMENT SERVICES CONTRACT BETWEEN  
THE VILLAGE OF WILLIAMS BAY AND MUNICIPAL CODE ENFORCEMENT, LLC**

**THIS AGREEMENT** is between the **Village of Williams Bay, 250 Williams St, Williams Bay, WI 53191** (hereinafter “**Village**”) and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter “**MCE**”) as of this **20th** day of **January, 2026**.

**RECITALS:**

**WHEREAS**, the Village requires code enforcement services; and

**WHEREAS**, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of citations, administration of landlord licensing and vacant building programs, and other miscellaneous code enforcement activities; and

**WHEREAS**, the Village and MCE desire to contract with each other for such code enforcement services as set forth herein, to be provided by MCE to the Village; and

**WHEREAS**, the Village agrees to compensate MCE at the rate set forth herein for performing these services.

**NOW THEREFORE**, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

**1.) SCOPE OF SERVICES** – MCE agrees to provide the Village with the following code enforcement services:

- **Violation Monitoring**
  - Property Maintenance
  - Unsightly Debris
  - Weeds, Grass, Trees, or Other Vegetation
  - Junked, Unlicensed, or Abandoned Vehicles/Boats
  - Snow Removal
    - When a violation is present pertaining to any of the items above, orders will be sent to the property owner with details of the violation and a deadline to come into compliance. After the compliance deadline has passed, a re-inspection of the property will take place to determine the status of the violation and further action will be taken, as necessary, which may include any of the following:
      - Direct communications with property owners
        - Phone call or email
      - Final notice

- Granting of extensions if warranted based on the judgment of MCE after consultation with the Village
- Issuing municipal citations through the Village police department
- Nuisance abatement pursuant to Village Code
  - Costs billed to property owner, according to fee schedule set forth in the Williams Bay Municipal Code (hereinafter “Code”) as updated from time to time with guidance of MCE, possibly resulting in possible special charges against property owner.
- **Municipal Programs:**
  - Vacant Building Program
  - Landlord Licensing Rental Inspection Program
  - Short-Term Rental Inspection Licensing Program
  - Tree Removal Permitting Program
  - Liquor Licensing Program
  - Restaurant Grease Trap Compliance Program
- **Additional Tasks:**
  - Building Condemnation
  - Court Attendance and Evidence Preparation
  - Review and Recommendations for Improvement to Municipal Code of Ordinances
  - Collaboration with Building Inspector
  - Continuous Improvement of Municipal Codes and Ordinances
  - Other Issues/Complaints/Nuisances
    - Landlord/Tenant/Neighbor Dispute Mediation
    - Safety Hazard Elimination

**2.) DUTIES** – MCE shall perform the code enforcement services set out in the Scope of Services above for the Village. MCE’s jurisdiction shall be concurrent with the Village’s boundaries including extraterritorial boundaries. Within said jurisdiction, and in the performance of those duties, MCE shall have the full lawful authority and responsibility to enforce the Code and issue citations, specific Chapters and Sections of the Code, including ordinances for which a statutory counterpart exists. MCE’s agents and employees shall not have the authority to make arrests for violations of the Code. It is specifically the intent of the parties that MCE is not a law enforcement officer within the meaning of Wis. Stat. § 165.85(2)(c). MCE shall cooperate with the Village’s Police Department in investigating and issuing citations and other pursuing other enforcement activity as needed by the Village’s Police Department to complete matters originating with MCE’s investigative and Code enforcement duties.

**3.) HOURS AND COMPENSATION** – Unless otherwise agreed upon by both parties, MCE shall provide no more than **25 hours per week** in code enforcement services and shall be compensated at the rate of **\$52.00 per hour**. MCE shall send the Village an invoice every month detailing the number of hours provided and the amount owed. If an automatic renewal of this contract is enacted, as detailed below, this hourly rate shall increase by 3%, rounded to the nearest dollar, for each year that the automatic renewal takes place.

**4.) TERMS OF CONTRACT** – This contract shall begin **January 1, 2026** and end on **December 31, 2026**. This contract shall automatically renew, unless an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

**5.) DOCUMENTS AND OPEN RECORDS REQUESTS** – All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the Village and shall be turned over to the Village upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the Village of Williams Bay within five (5) business days of written request to MCE.

**6.) MONTHLY REPORT** – MCE shall provide the Village Administrator with a monthly report containing a summary of its work on Village matters for each month of the Contract term for the prior month's work. The report shall be delivered to the Village Administrator by the tenth (10<sup>th</sup>) day of each month.

**7.) TERMINATION WITHOUT CAUSE** – Notwithstanding the contract term specified in this contract, both the Village and MCE shall have the right to terminate this contract, without cause, by giving 90 days' written notice to the other party.

**8.) TERMINATION WITH CAUSE** – Notwithstanding the contract term specified in this contract, the Village of Williams Bay shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactory work. In the event the Village decides to terminate the contract for failure to perform satisfactorily, the Village shall provide MCE at least thirty (30) days' written notice prior to the date of termination.

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date of termination that were accepted by the Village.

**9.) ASSIGNMENT** – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the Village.

**10.) INSURANCE** – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the Village Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:

- General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
- Automobile Liability Insurance
- The Village of Williams Bay shall be named as an additional insured on MCE's insurance policies, on a primary and non-contributory basis, with subrogation rights against the Village waived.

**11.) INDEPENDENT CONTRACTOR** – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the Village of Williams Bay and shall not be entitled to any benefits enjoyed by employees of the Village. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the Village while acting within the scope of the services performed under this contract.

**12.) INDEMNIFICATION** – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the Village, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the Village, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee, representative, or agent of MCE. MCE shall have no obligations under this section to the extent that any Claim arises as a result of MCE's compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the Village and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and caselaw. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

**13.) APPLICABLE LAW** – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

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

**15.) ENTIRE AGREEMENT** – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

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Allison Schwark, Municipal Code Enforcement, LLC Date

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NAME, TITLE Date

ATTEST:

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NAME, TITLE Date

**ORDINANCE #2026-\_\_\_\_\_**  
**AN ORDINANCE AMENDING §46-11 A. AND B. OF THE CODE OF ORDINANCES**  
**OF THE VILLAGE OF WILLIAMS BAY CONCERNING ROOM TAX**

**WHEREAS**, pursuant to the authority granted to the Village of Williams Bay by Wis. Stat. §66.0615, the Village has, in §46-11 of the Code of Ordinances, enacted a room tax; and

**WHEREAS**, pursuant to the authority contained in Wis. Stat. §66.0615 (1m), the Village imposed a room tax on 5% of the gross receipts from retail furnishing of rooms or lodging; and

**WHEREAS**, the legislator of the State of Wisconsin has since amended Wis. Stat. §66.0615 (1m) (a) to provide that the sales tax is to be based on a percentage of the sales price received from the retail furnishing of rooms or lodging rather than the gross receipts from retail furnishing of rooms or lodging; and

**WHEREAS**, based upon the amendment of the statute, the Building Zoning and Ordinance Committee recommends to the Village Board amendments to §46-11 A. and B. (a) to bring the ordinance into conformity with the language of the authorizing statute; and

**WHEREAS**, the Village Board having determined that it is appropriate to accept the recommendation of the Building, Zoning and Ordinance Committee.

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

**Section I.** Section 46-11 A. Definitions., is hereby amended as follows:

The term "**GROSS RECEIPTS**" and its definition, is deleted and in its place the following term and its definition is inserted

**SALES PRICE**

The meaning as defined in Wis. Stat. §77.51 (15b), insofar as applicable. Any federal or state tax exempt transactions shall not be included in the definition of sales price.

The definition of the terms "**HOTEL OR MOTEL**" are amended to read as follows:

**HOTEL OR MOTEL**

A building or group of buildings in which the public may obtain accommodations for a consideration including, without limitation, such establishments as inns, motels, tourist homes, apartment hotels, resort lodges and cabins and any other building or group of buildings in which accommodations are available to the public, except accommodations rented for a continuous period of more than 29 days and accommodations furnished by any hospital, sanitorium or nursing home or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes, provided that no part of the net earnings of such corporations and associations inures to the benefit of any private shareholder or individual.

The definition of the term "**SHORT-TERM RENTAL**" is hereby amended to read as follows:

**SHORT-TERM RENTAL**

A residential dwelling that is offered for a rental for fee for fewer than 30 consecutive days.

**Section II.** Wis. Stat. §46-11 B. of the Code of Ordinances is hereby amended to read as follows:

B. Levied. Pursuant to §66.0615, Wis. Stats., a tax is hereby imposed on the privilege and service of furnishing at retail rooms or lodging to transients by hotel keepers, hotel operators, lodging marketplaces, owners of short-term rentals and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of 5% of the sales price from such retail furnishing of rooms or lodging. Such tax shall not be subject to the selected sales tax imposed by §77.52 (2) (a) 1., Wis. Stats. The proceeds of such tax shall be apportioned to present to the hotel, motel or other person filing the return and 98% to the Village.

**Section III.** This ordinance shall take effect upon passage and publication as provided by law.

Approved by the Village Board of the Village of Williams Bay this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

VILLAGE OF WILLIAMS BAY

By: \_\_\_\_\_  
Adam Jaramillo, President

Attest: \_\_\_\_\_  
Tina Kolls, Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Date Adopted: \_\_\_\_\_

Date Published: \_\_\_\_\_

**ORDINANCE #2026-\_\_\_\_\_**  
**AN ORDINANCE CREATING SECTION 12-14 THE CODE OF ORDINANCES  
OF THE VILLAGE OF WILLIAMS BAY CONCERNING TOURISM COMMISSION**

**WHEREAS**, pursuant to the authority granted to the Village of Williams Bay by Wis. Stat. §66.0615, the Village has, in Section 46-11 of the Code of Ordinances, enacted a room tax; and

**WHEREAS**, pursuant to the authority contained in Wis. Stat. §66.0615(1m), the Village is authorized to form a commission to utilize the funds received by the Village from said room tax for the purposes of tourism promotion and tourism development; and

**WHEREAS**, the Building, Zoning and Ordinance Committee having recommended to the Village Board the formation of a tourism commission which has the authority to contract with a tourism entity to facilitate the expenditure of funds received from the room tax for tourism promotion and tourism development; and

**WHEREAS**, such tourism commission would assume responsibility for the overall monitoring of the expenditure of funds received from the room tax to ensure that such funds are expended in conformity with the provisions of Wis. Stat. §66.0615; and

**WHEREAS**, the Village Board of the Village of Williams Bay having determined that it is appropriate to accept the recommendation of the Building, Zoning and Ordinance Committee to establish a tourism commission.

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

**Section I.** Section 12-14 of the Code of Ordinances of the Village of Williams Bay is hereby created to read as follows:

Section 12-14 Tourism Commission.

**A. CREATED.** There is hereby created, pursuant to the authority of Wis. Stat. §66.0615 (1m) (a) and (c), the Tourism Commission.

**B. PURPOSE.** The purpose and duties of the Tourism Commission shall be to use the room tax revenue that it receives from the village to develop and execute a tourism marketing plan for tourism promotion and tourism development for the Village. The Commission shall have the authority and carry out the duties set forth in Wis. Stat. § 66.0175 (1m) (c) and (d), and as otherwise provided by law.

**C. DEFINITIONS.** For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(1) **Capital improvement.** Public structures or fixtures which are designed for and are determined to facilitate tourism promotion and tourism development. Such improvements may include, but are not limited to, signs, lighting, sidewalk improvements, downtown streetscape, pathways, banners, flower programs, tree planting programs, park

development, farmer's market physical improvements, and landscaping, together with other public infrastructure, including but not limited to public roadways, public sewer necessary to support tourism, but shall not include contribution toward or redevelopment of any lodging facility.

- (2) **Commission.** As set forth in Wis. Stat. § 66.0615 (1) (a).
- (3) **Hotel or Motel.** A building or group of buildings in which the public may obtain accommodations for a consideration, including, without limitation, such establishments as inns, motels, tourist homes, tourist houses or courts, lodging houses, summer camps, apartment hotels, resort lodges, campgrounds, cabins, and any other building or group of buildings in which the accommodations are available to the public, except accommodations rented for a continuous period of more than 29 days and accommodations furnished by any hospital, sanatoriums, or nursing homes, rooming houses, or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes; provided that no part of the net earnings of such corporations and associations inures to the benefit of any private shareholder or individual.
- (4) **Sales Price.** The meaning as defined in Wis. Stat. §77.51 (15b) insofar as applicable. Any federal and state tax exempt transactions shall not be included in the definition of sales price.
- (5) **Tourism Entity.** The definition set forth in Wis. Stat. § 66.0615 (1) (f).
- (6) **Tourism Promotion and Tourism Development.** As set forth at Wis. Stat. § 66.0615 (1) (fm).
- (7) **Transient.** Any individual residing for a continuous period of less than 30 days in a motel, hotel or other furnished accommodations available to the public.
- (8) **Treasurer.** The Village Treasurer.

#### **D. DUTIES.**

- (1) Seventy (70) percent of the sales price receipts of the room tax collected by the village under §46-11 shall be forwarded to the Commission to be spent on tourism promotion and development, including capital improvement projects within the Village. The Commission may not, however, use any of the room tax revenue it receives to construct or develop a lodging facility.
- (2) The Commission shall advise and inform the Village Board of each capital improvement which it intends to implement prior thereto. If the Village Board objects to such expenditure, it shall inform the Tourism Commission of its objection and no room tax money shall be spent on that project.

- (3) The Tourism Commission shall monitor the collection of the room tax. The Commission shall report any delinquencies or inaccurate reporting to the Treasurer.
- (4) The Tourism Commission may contract as needed with a qualified organization under Wis. Stat. § 66.0615 (1) (f) to perform the functions of a tourism entity as defined under the statute and shall ensure that the money distributed to the tourism entity shall be used for tourism promotion and tourism development as defined in Wis. Stat. § 66.0615 (1) (fm). These activities include any of the following that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which room tax may be imposed:
  - (a) Marketing projects, including advertising media buys, creation and distribution of printed or electronic promotional tourist materials;
  - (b) Transient tourist informational services; and
  - (c) Tangible municipal development, including, but not limited to, public beach house, public bathrooms, public boat launch, public parks and improvements, public deed-restricted open space, public pathways, lakefront amenities, downtown streetscape and related improvements.
- (5) The Commission shall operate a tourism grant program to provide financial investments for tourism-related projects, marketing projects, and/or events that promote and develop tourism in the village which substantially increases overnight stays within the area community.
- (6) The Commission shall report to the Village Board of Trustees at least quarterly the purposes for which the room tax revenues it received were spent.
- (7) The Tourism Commission shall in a timely manner provide the Village Treasurer with the information needed to make the reports required under Wis. Stat. § 66.0615, to the State Department of Revenue.

**E. COMPOSITION.** The Commission shall consist of a membership as follows:

- (1) Five persons to be appointed by the Village President, subject to confirmation by a majority of the Village Board who are present when the vote is taken. Commissioners shall serve for a one-year term, at the pleasure of the Village President, and may be reappointed up to a maximum of six terms.
- (2) One member shall represent the Village hotel and motel industry.
- (3) A member of the Village Board shall be appointed by the Village President, as a non-voting member for a two-year term coinciding with biennial election cycles.

- (4) Other municipal officials may be appointed as needed as ex-officio members.
- (5) The members of the Commission shall elect, from among its members, a chairperson, a vice chairperson and secretary.

**Section II.** This ordinance shall take effect upon passage and publication as provided by law.

Approved by the Village Board the Village of Williams Bay this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

VILLAGE OF WILLIAMS BAY

By: \_\_\_\_\_  
Adam Jaramillo, President

Attest: \_\_\_\_\_  
Tina Kolls, Clerk

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Date Adopted: \_\_\_\_\_  
Date Published: \_\_\_\_\_



# APPLICATION FOR A ZONING ORDINANCE TEXT AMENDMENT

(Requirements per Zoning Ordinance Section 18.1204)

Applicant name: Village of Williams Bay Board of Trustees

Applicant address: 250 Williams Street, Williams Bay, WI 53191

Applicant phone number: 262-245-2700

Current provisions of the Zoning Ordinance proposed to be amended (or attach as a separate sheet): \_\_\_\_\_

390-0224 P&R Parks and Recreation District Paragraph C "Principal land uses allowed by conditional use permit (8) Public services and utilities (per 390-0308D)

\_\_\_\_\_  
Please see attached separate sheet for details

Replacement text for provisions proposed to be amended (or attach as a separate sheet): \_\_\_\_\_

\_\_\_\_\_  
Please see attached separate sheet

Written justification for the proposed text amendment (or attach as a separate sheet): \_\_\_\_\_

\_\_\_\_\_  
Please see attached separate sheet

Dated this 5<sup>th</sup> day of January, 2026

Respectfully submitted,

\_\_\_\_\_  
Adam Jaramillo, Village President  
On behalf of the Village Board of Williams Bay  
(Signature of Applicant)



# Application for a Conditional Use Permit

(Requirements per Zoning Ordinance Section 18.1207)

Applicant name: Village of Williams Bay Board of Trustees

Applicant address: 250 Williams Street, Williams Bay, WI 53191

Applicant phone number: 262-245-2700

Current provisions of the Zoning Ordinance for a Conditional Use Permit (or attach as a separate sheet):

390-0224 P&R Parks and Recreation District Paragraph C "Principal land uses allowed by conditional use permit (8) Public services and utilities (per 390-0308D)

Please see attached separate sheet for details

Replacement text for provisions proposed to be amended (or attach as a separate sheet):

Please see attached separate sheet

Written justification for the proposed text amendment (or attach as a separate sheet):

Please see attached separate sheet

Dated this 5<sup>th</sup> day of January, 2026

Respectfully submitted,

\_\_\_\_\_  
Adam Jaramillo, Village President  
On behalf of the Village Board of Williams Bay  
(Signature of Applicant)

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## Requirements

- Map of the subject property showing its general location in relation to the Village as a whole.
- Map of the subject property at a scale of not less than 1" equals 800 feet showing:
  - Current zoning of the subject property and lands within 200 feet of the subject property and the jurisdiction(s) that maintains that control.
  - All lot dimensions of the subject property.
  - Graphic scale and a north arrow.
- Names and addresses of the owners of all lands within 200 feet of the subject property as the same appear on the current tax records of the Village of Williams Bay.
- Site Plan of the subject property if proposed for development (see Site Plan application requirements).

January 5, 2026

**Village of Williams Bay Board of Trustees  
Application for a Zoning Code Text Amendment & Conditional Use Permit  
For Temporary Emergency Medical Services (EMS) Overnight Quarters.**

**Background.**

The Village of Williams Bay contracts Emergency Medical Services (EMS) with the Village of Fontana. The Village residents supported a referendum in 2022 providing the additional funding to provide the higher level of service provided by Fontana. The Fontana EMS operates out of the Williams Bay Fire Department Building located at 5 E Geneva Street with the ambulance parked in the Fire Department garage. The Agreement between Fontana and Williams Bay provides for Fontana to provide EMS coverage 24-7. Fontana provides 24-7 coverage to Williams Bay, however, due to the lack of overnight quarters available in Williams Bay, the third (evening) shift EMS crew migrate back to Fontana every evening for quarters. During the times that that EMS crew is stationed in Fontana, the emergency response times increase. In an effort to reduce these evening response times, the Williams Bay Rescue Squad has made considerable effort to locate all possible existing buildings as possible quarters. The most critical criteria is being located in close proximity (short walk) to the ambulance that must be stored inside a climate-controlled garage due to medication storage temperature requirements.

**Solutions to Provide EMS Overnight Quarters.**

**Long-term (3 plus years) solution.** The Village of Williams Bay long-term plans to either remodel the existing Fire Station building to provide EMS overnight quarters or build a new Fire EMS building in the VC Zoning District downtown area. Due to complications of ownership of the existing Fire Station and the likely necessity for a second referendum to further increase property taxes for the sole purpose of funding the remodeling/construction of permanent EMS overnight quarters preferably in the VC Zoning District downtown area.

**Short-term (up to 3 years) solution.** The Village of Williams Bay short-term solution (operational by April 2026) is to lease a temporary relocatable building to be installed in Edgewater Park, immediately North of the existing pavilion. The Village reviewed other possible locations behind or next to the pavilion, however, these locations created other problems for the operations of special events and had other challenges for connection to the necessary water/sewer/electrical services.

**Current provisions of the Zoning Ordinance Proposed to be Amended.**

**Current Williams Bay Zoning Code.**

Edgewater Park is zoning P&R Recreation District (PR). The PR Zoning District allows for temporary relocatable buildings for a time period up to six (6) months and anything longer than six (6) months requires as a Conditional Use Permit (CUP) as follows:

- G. Temporary relocatable building.** Any manufactured building that serves as a temporary building for less than six months. Temporary relocatable buildings shall adhere to the following standards:
- (1) The building shall comply with § **390-1208**, standards and procedures applicable to all temporary uses.
  - (2) Buildings serving for more than six months shall require a conditional use permit and are subject to the general standards and procedures presented in § **390-1208**.
  - (3) The building must be placed on asphalt, concrete, gravel, or other hard-paved surface.

### **Requested Zoning Code Text Amendment.**

The VC Zoning District requires a minimum front yard setback of 100' from E. Geneva Street. The existing Pavillion is located approximately fifty-eight feet (58') from E. Geneva Street. As noted previously, the Village determined that placing the temporary overnight quarters building to the rear or side of the Pavillion was not feasible. Village Code Article 12 Procedures 390-1204 'Zoning Ordinance Text Amendment' authorizes the Village Board to initiate a request for Zoning Code Text Amendment as follows (*emphasis added*):

- B. Initiation of request. A proposal to amend the text of this chapter may be initiated by an application by any member of the general public, a recommendation by the Plan Commission, or by *action of the Village Board*.

The Williams Bay Village Board is requesting that the following amendment (**bold underline**) to the Zoning Code to allow the temporary relocatable building (ESM Overnight Quarters) to be located within the minimum required setbacks as a CUP:

- G. Temporary relocatable building. Any manufactured building that serves as a temporary building for less than six months. Temporary relocatable buildings shall adhere to the following standards:
  - (1) The building shall comply with § **390-1208**, standards and procedures applicable to all temporary uses.
  - (2) *Owned or leased public service buildings on public land located within the applicable setbacks, and B* buildings serving for more than 6 months shall require a conditional use permit and are subject to the general standards and procedures presented in section § 390-1208.
  - (3) The building must be placed on asphalt, concrete, gravel, or other hard-paved surface.

### **Description of Proposed Conditional Use Permit.**

The Village of Williams Bay short-term solution (operational by April 2026) is to lease a temporary relocatable building to be installed in Edgewater Park, immediately North of the existing pavilion. Refer to the enclosed Aerial Map showing the proposed location.

### **Justification of Conditional Use Permit (CUP) Application:**

**A. Temporary Relocatable Building.** The Village of Williams Bay has the immediate need for a Conditional Use Permit (CUP) for the installation of a temporary EMS Housing Quarters Building located immediately adjacent to the Williams Bay Fire Station (zoned P&I) to provide the shortest EMS response times to Residents. The CUP is required at the temporary housing quarters building is proposed to be located in Edgewater Park which is zoned P&R Recreation District (P&R). P&R allows for "Temporary relocatable building" as a CUP. The CUP Application is necessary to provide efficient life-saving response times while the Village explores the long-term EMS quarters housing solution.

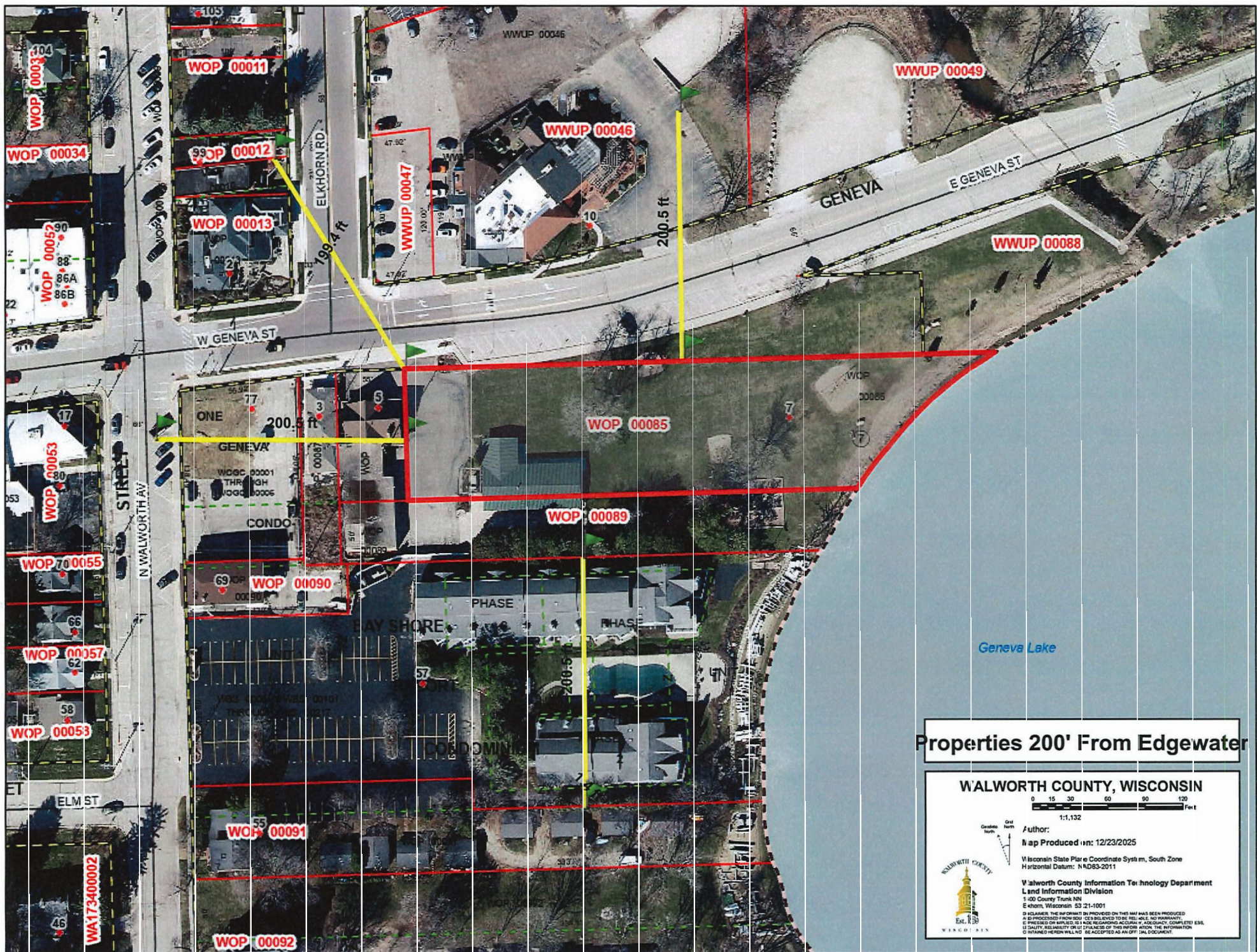
### **B. Building Within Required Setbacks.**

*(subject to approval of the requested Code Amendment)*

The Village of Williams Bay investigated and was unable to locate the proposed temporary building to the South of the Pavillion. The existing Pavillion is situated approximately fifty-seven feet (57') from the front yard property line (E. Geneva St). The Building Code requires a minimum separation of ten feet (10') between buildings. The proposed temporary building is fifteen feet (15') wide. With the required separation from the Pavillion, the north side of the temporary building will be located approximately thirty-two (32') from the North property line along E. Geneva Street.

**Adjacent Properties - Front Yard Setbacks**

Edgewater Park, zoned P&R is adjacent to the Fire Station that is in the P&I Public and Institutional Zoning District that requires a minimum thirty foot (30') front yard setback. The existing fire station (WOP 00086) is situated approximately twenty-seven feet (27') from the front yard property line. The property adjacent to the Fire Station (WOP 00087) is zoned Village Center (VC) that requires a minimum zero foot (0') front yard setback and maximum five foot (5') front yard setback and is situated approximately fifteen feet (15') from the front yard property line.



## Properties 200' From Edgewater

**WALWORTH COUNTY, WISCONSIN**

0 15 30 60 90 120 Feet  
1:1,132

Author:  
Map Produced on: 12/23/2025

Wisconsin State Plane Coordinate System, South Zone  
Horizontal Datum: NAD83-2011

Walworth County Information Technology Department  
Land Information Division  
100 County Trunk NW  
Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AS PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY IS EXPRESSED OR IMPLIED, BEING MADE REGARDING ACCURACY, COMPLETENESS, QUALITY, RELIABILITY OR USE OF THIS INFORMATION. THE INFORMATION CONTAINED HEREON SHALL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.

## Proposed Temporary EMS Housing Quarters - Properties

Village of Williams Bay  
Edgewater Park

### WOP 00085

7 E. Geneva Street

Legal Description Acres 0.9944 E FRAC PART OF LOT 1 BLK 7 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

### WOP 00089

Legal Description Acres 0.4560 E FRAC PART OF LOT 2 BLK 7 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

### WWUP 00088

Legal Description PT. GOVT LOTS 3 & 4 SEC 6 T1N R17E WHICH LIES S OF S LN STRIP OF LAND 66' WIDE FOR HWY AS IN VOL 212 DEEDS PG 347, W OF N S C/L SEC 6 & N OF LN RUN ING DUE E FROM PT OF INTER OF C/L GENEVA ST WITH W LN SEC 6 TO SHR GENEVA LAKE. ALSO BEG AT PT NW 1/4 SEC LN SEC 6, S0D 09'W 1782', N8D54'E 850.72', S 0D49'W 98' TO PT WHERE SD E LN INTER LN CEDAR PT PARK 2ND ADD S71D09'W 690' TO SHR GENEVA LAKE, N63D25'W 201.9', N0D09'E 66.8' TO POB. 4.15 A. M/L VILLAGE OF WILLIAMS BAY

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## Properties Located within 200' feet of Edgewater Park

<u>Property ID</u>	<u>Common Name</u>	<u>Owner</u>	<u>Address</u>
WWUP 00046	Café Calamari		
WWUP 00047	Café Calamari (west parking lot)		
WOP 00010	Bees Investments LLC		
WOP 00013	Baywater LLC		
WOP 00086	Williams Bay Fire Department		
WOP 00087	South Shore Custom Homes	Stephan Panzarella	
WOGC 00001	Dancing Dudes LLC		
	Sweat Collective LLC (Green Grocer)		
WWUP 00046	Bay Group Partners		
WWUP 00047	Bay Group Partners		
WBS 00001	Bay Shore Village		
	Kirsch's Pier Slips, Inc		

PREPARED FOR  
WILLIAMS BAY FIRE DEPT.  
C/O DAVE BURROWS

**PLAT OF SURVEY**

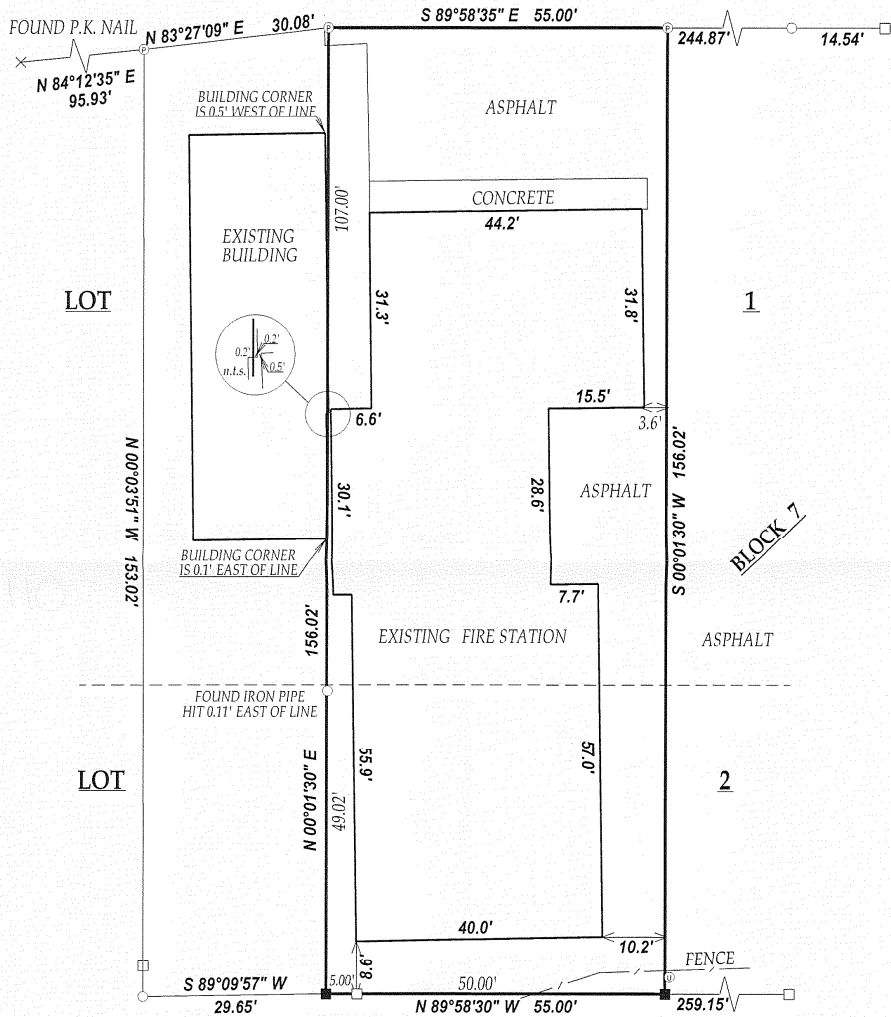
**KROTT SURVEYING INC.**

N3705 WILLOW BEND LANE  
LAKE GENEVA WI. 53147  
PHONE # (262)248-3697  
FAX # (262)249-0639

-OF-

A PARCEL OF LAND BEING PART OF LOTS 1 AND 2 OF BLOCK 7 OF THE ORIGINAL PLAT OF WILLIAMS BAY, LOCATED IN THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS BEGINNING AT A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 AND THE WEST LINE OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST, THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, 55 FEET; THENCE SOUTH 156 FEET TO THE SOUTH LINE OF SAID LOT 2 TO A POINT THAT IS 55 FEET EAST OF THE WEST LINE OF SAID SECTION 6; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 2, 55.00 FEET TO THE WEST LINE OF SAID SECTION 6; THENCE NORTH ALONG SAID WEST LINE 156.00 FEET TO THE PLACE OF BEGINNING.

**GENEVA STREET**

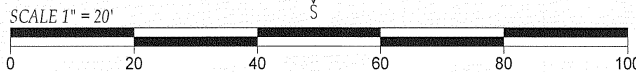
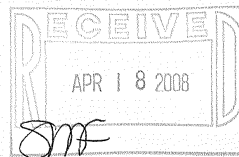
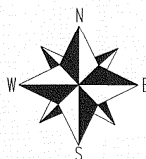


**LEGEND**

- FOUND IRON PIPE
- FOUND IRON BAR
- SET IRON BAR
- × FOUND CUT CROSS
- ⊙ SET P.K. NAIL
- ⊙ UTILITY PEDISTALS

(xx) RECORDED AS

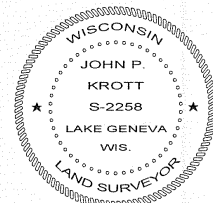
JOB # 08-008 TAX ID # WOP00086  
DATED THIS THE 29th DAY OF JANUARY 2008.



COMPARE LEGAL DESCRIPTION ABOVE AND DRAWING WITH DEED. FOR BUILDING RESTRICTIONS AND EASEMENTS NOT SHOWN REFER TO DEED, ABSTRACT SOURCES AND LOCAL MUNICIPAL CODES. NOTIFY THE SURVEYOR IMMEDIATELY OF ANY DISCREPANCY.

"I hereby certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of all visible structures, apparent easements and encroachments if any."

This survey is made for the present owners of the property, and those who purchase, mortgage, or guarantee the title thereto, within one year from the date hereof.



*John P. Krott*  
JOHN KROTT S - 2258  
Wisconsin Registered Land Surveyor  
(original if signed in red)

WOP-80

01-2203



# FONTANA FIRE DEPARTMENT

190 FONTANA BVD / PO BOX 200

FONTANA, WISCONSIN 53125

Phone 262-275-2131 Email: Firehouse@vi.fontana.wi.gov



TO: David Lothspeich - Williams Bay Administrator

FROM: Richard Manthy – Fontana Fire Chief

DATE: December 29<sup>th</sup>, 2025

RE: Fontana vs. Williams Bay Fire Station Response Times

Response time standards are measured in various ways; however, the National Fire Protection Association 1710 is considered to be the most widely accepted. The 2024 Public Administration Associates study for Williams Bay and Fontana included the following information.

personnel to be assembled in eight minutes. There are additional requirements for both standards, however we will limit our analysis to these two items. In addition to the NFPA standards, which primarily address fire, NFPA 1710 also includes a component for emergency medical services. This requirement calls for basic life support (EMS first responder or EMT) to arrive on scene in under 6 minutes, 90% of the time, and an advanced life support unit (paramedic) to arrive within 8 minutes, 90% of the time. This emergency medical service standard is aimed at life-threatening emergencies, however. From a system design perspective, service should be built around the ability to provide this level of response when needed. Table 12 lists the response time and staffing goals outlined in NFPA 1720.

[PUBLIC ADMINISTRATION ASSOCIATES](#)  
[Fontana/Williams Bay | Public Safety Staffing and Fleet Projections](#) - 19

Several locations throughout Williams Bay were queried with potential travel times responding from the current Fontana Fire Station and the Williams Bay Fire Station. The following are based on google maps' drive time and do not account for use of emergency lights and sirens, 911 call processing time, or pushout time (time of dispatch to the time a unit is enroute).

LOCATION	Time from Fontana Fire Station	Time from Williams Bay Fire Station
Williams Bay High School	5 Minutes	3 Minutes
146 Clover Street	8 Minutes	2 Minutes
Williams Bay Beach	8 Minutes	1 Minute
George Williams College / The Preserve	5 Minutes	4 Minutes
14 Cedar Point Drive	9 Minutes	2 Minutes
Lakewood Trail & Theatre Rd	6 Minutes	3 Minutes



# VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

## **UNOFFICIAL MINUTES FINANCE & PERSONNEL COMMITTEE MEETING - TUESDAY, 12/16/2025 MEETING**

**TUESDAY, DECEMBER 16, 2025 AT 9:30 AM  
VILLAGE HALL COUNCIL ROOM  
250 WILLIAMS STREET  
WILLIAMS BAY, WI 53191**

**THERE MAY BE A QUORUM OF VILLAGE TRUSTEES PRESENT, NO BOARD  
BUSINESS WILL BE CONDUCTED.**

**I. Call to Order**

Chairman Trustee Wright called the meeting to order at 09:30am.

**II. Roll Call**

Present: Trustees Lowell Wright, Robert Umans, Mary Bartholomew

Also Present: President Adam Jaramillo, Trustee Steve Russell, Administrator David Lothspeich, Kevin Mullen, Financial Advisor- Baird, Adam Ruechel, Financial Advisor - Baird, Village Engineer Doug Snyder, Police Chief Justin Timm, Recreation Director Ryan Knop, Clerk Tina Kolls

**III. Review, Discussion and Possible Action on the Draft Five (5) Year Capital Improvements Program 2026 - 2030**

The Committee discussed the draft five-year Capital Improvements Program 2026-2030.

**IV. Discussion and Possible Action on Proposed Capital Improvements Borrowings**

The Committee discussed proposed Capital Improvements borrowings.

**V. Adjourn**

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Bartholomew at 10:28am. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

December 22, 2025

Robert J. Kennedy- [rjkennedy@rockroads.com](mailto:rjkennedy@rockroads.com)

Raun Flowers [rflowers@rockroads.com](mailto:rflowers@rockroads.com)

Rock Road Companies, Inc.

PO Box 1818

Janesville, WI 53547-1818

***Subject: 2024 Roadway Improvements: Payment Application 4 and Contract Completion***

Dear Rock Road Companies, Inc.

We received payment request 4 application that has a request for payment of \$83,631.32 with a corresponding retainage of \$63,776.98; this equates to a total amount due of \$147,408.30. This application contains a sworn statement showing that you still owe the subcontractors and suppliers money. We estimate the sum of the remaining contract items, including payments to subcontractors and suppliers, liquidated damages, engineering expenses past the completion date, and the remaining restoration of Lakewood Trails closely matches the total amount due of \$147,408.30; therefore, this application is not recommended for payment. As of the date of this letter, this project is 150 days past completion and appears to be at a standstill.

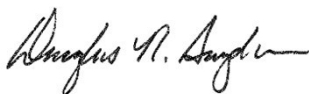
We offer the following options to close this project:

1. Rock Road Companies, Inc. completes the remaining contract items including providing an unconditional lien waiver prior to January 23, 2026. This option provides the Village with the ability to waive a portion of the liquidated damages.
2. The Village declares Rock Road Companies, Inc. in default of the contract and seeks remedy from the bonding company to provide the remaining contract items.
3. Rock Road signs and returns attached Change Order 5 and provides the close out documents including an unconditional lien waiver prior to January 23, 2026; failure to do so may force the Village into Option 2 above.

Please advise us of your selected option prior to January 2, 2026.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Douglas R. Snyder, P.E.

Encs. As noted

C/encs.: David Lothspeich, Administrator (email)

P:\WLMSV\2400607-2024 ROADWAY IMPROVEMENTS\CONSTRUCTION\OPTIONS TO CLOSE PROJECT.DOCX

CHANGE ORDER #5

**PROJECT:** 2024 Roadway Improvements

**DATE OF ISSUANCE:** December 23, 2025

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

**ENGINEER:** Baxter & Woodman, Inc.  
256 S. Pine St.  
Burlington WI, 53105

**CONTRACTOR:** Rock Road Companies, Inc.  
P.O. Box 1818  
Janesville, WI 53547

**ENGINEER's Project No.** 2400607.00

You are directed to make the following changes in the Contract Documents:

1. Reduce the contract price by \$10,000 for the Owner to complete the lawn restoration punch list items in Lakewood Trails.
2. Reduce the contract price for the contract specified liquidated damage of \$500/day for Completion for the period between July 25, 2025 and the date of the preparation of this change order.

**Attachments:** None

**CHANGE IN CONTRACT PRICE:**

Original Contract Price: \$1,171,312.32

Previous Change Orders:  
No. 1 to No. 4 \$73,577.55

Current Contract Price: \$1,244,889.87

Net decrease of this Change Order: (\$85,000.00)

Contract Price with this Change Order: \$1,159,889.87

**CHANGE IN CONTRACT TIME:**

Original Contract Time:  
Substantial Completion: May 23, 2025  
Completion: July 25, 2025

Change from previous Change Orders: None

Current Contract Time:  
Substantial Completion: May 23, 2025  
Completion: July 25, 2025

Net Increase of this Change Order: None

Contract Time with this Change Order:  
Substantial Completion: May 23, 2025  
Completion: July 25, 2025

**PREPARED BY:**  
BAXTER & WOODMAN, INC.

**APPROVED:**  
VILLAGE OF WILLIAMS BAY, WI

**ACCEPTED:**  
ROCK ROAD COMPANIES, INC.

By \_\_\_\_\_  
Douglas R. Snyder, P.E.  
Vice President

By \_\_\_\_\_  
Adam Jaramillo  
Village President

By \_\_\_\_\_  
Robert J. Kennedy, Jr.  
C.E.O.

**VILLAGE OF WILLIAMS BAY  
RESOLUTION NO. R-03-26**

**APPROVING EASEMENT ON WOP 00108 FOR TDS METROCOM, LLC FIBER OPTICS**

**WHEREAS**, TDS Metrocom, LLC (Applicant), has filed with the Village of Williams Bay (Village) the attached (Exhibit A) Conveyance of Exclusive Easement (Easement) for the installation of fiber optics related equipment in an area measuring 16' x 16' on Village-owned property located at the southeast corner of Williams Street and Olive Street (WOP 00108), which is primarily used for the Village Water Well Pump House; and

**WHEREAS**, on January 5, 2026 the Water and Sewer Committee and Finance & Personnel Committee recommended approval of the Easement for TDS Metrocom, LLC; and

**WHEREAS**, on January 20, 2026, the Village of Williams Village Board, as recommended by the Village Water & Sewer Committee and Finance & Personnel Committee, determined that it is in the best interests of the Village and its residents to approve the Easement for TDS Metrocom, LLC

**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 Easement, therefore.

Approved by the Village Board of the Village of Williams Bay this 20<sup>th</sup> day of January 2026.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
Adam Jarmillo, Village President

Attest: \_\_\_\_\_  
Tina Kolls, Village Clerk

**EXHIBIT A**

**(Conveyance of Easement for TDS Metrocom, LLC on WOP 00108)**

**CHANGE ORDER NO. 3**

**PROJECT:** Well 2 Pump Replacement

**DATE OF ISSUANCE:** December 23, 2025

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

**ENGINEER:** Baxter & Woodman, Inc.  
500 E. Main Street, Suite 101  
Waterford WI 53185

**CONTRACTOR:** Water Well Solutions Group  
N87W36051 Mapeton Street  
Oconomowoc, WI 53066

**ENGINEER's Project No.** 221236.00

You are directed to make the following changes in the Contract Documents:

Complete pump replacement in in Well 3 with one matching the original WDNR approved capacity. See the attached November 22, 2025 proposal. Well rehabilitation or additional installation cost, if Engineer determines is necessary, will be by work directive and future change order.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price: \$153,169.00

Previous Change Orders:  
No.  -  to No.  2  \$67,835.00

Current Contract Price: \$221,004.00

Net Increase of this Change Order: \$165,000.00

Contract Price with this Change Order: \$386,004.00

**CHANGE IN CONTRACT TIME:**

Original Contract Time:  
Substantial Completion: 120 days after 6/7/24  
Completion: 30 days after Substantial

Change from previous Change Orders: None

Current Contract Time:  
Substantial Completion: No Change  
Completion: No Change

Net increase of this Change Order: Based on this change

Contract Time with this Change Order:  
Substantial Completion: 90 days following signing  
Completion: 120 days following signing

**PREPARED BY:**

Baxter & Woodman, Inc.

**APPROVED:**

Village of Williams Bay

**ACCEPTED:**

Water Well Solutions Group

By \_\_\_\_\_  
Douglas R. Snyder, P.E.  
Project Manager

By \_\_\_\_\_  
Adam Armillio  
President

By \_\_\_\_\_  
Michael Judkins  
President



November 25<sup>th</sup>, 2025

Village of Williams Bay  
 153 Elkhorn Road  
 Williams Bay, WI 53191  
 Attn: Doug Snyder

**RE: Well No. 3 Rehabilitation Proposal**

Doug,

Per your request, Water Well Solutions is pleased to submit the following proposal to pull, inspect, rehabilitate the well and install new pumping equipment at Well No. 3. The scope of work and costs are outlined below.

<b>Pull Pumping Equipment:</b>	<b>QTY</b>	<b>Unit</b>
2 Man Crew w/ Service Truck & Tools	35-40	Hours
Pre Removal Pump Test	1	LS
Pump Service Rig	3	Days
Televising w/ Video Copy	1	EA

<b>Material Pricing:</b>		
Refurbish Discharge Head (Sandblast & Paint)	1	EA
Rebuild Stuffing Box w/ New Bearing & Packing	1	EA
New 125HP US Motor	1	LS
New 11CHC 7 Stage Goulds Pump	1	LS
New 10" x 10' Column Pipe	40	EA
New 10" x 5' Column Pipe	2	EA
New Spiders w/ Rubber Bearing Inserts	41	EA
New 10" Suction Pipe w/ SS Strainer	1	EA
New 1-1/2" x 10' SS Shafts	40	EA
New 1-1/2" x 5' SS Shafts	2	EA
New 1-1/2" x 1-11/16" SS Sleeves	41	EA

<b>Reinstallation of Pumping Equipment</b>		
2 Man Crew w/ Service Truck & Tools	40-50	Hours
Pump Service Rig	3-4	Days
Samples Results	1	LS
Misc Consumables (Fuel, Airline, Tape, Oil, Etc.)	1	LS

**Estimated Lump Sum Total      \$165,000.00 - \$180,000.00**

<b>Well Treatment &amp; Rehabilitation:</b>		
2 Man Crew w/ Service Truck & Tools	30-40	Hours
Airburst Services with Chemical Treatment	1	LS
Brush & Bail Fill	10-20	Hours
Televising w/ Video Copy	1	EA

**Estimated Lump Sum Total      \$35,090.00 - \$42,090.00**

All work will be performed on a time and material basis at our standard hourly rates. If you wish to proceed with the scope of work outlined above, please sign below, and return a copy of this proposal. Upon approval, we can schedule the work ASAP. Water Well Solutions values our partnership with the Village of Williams Bay and looks forward to working with you. As always, please feel free to contact us with questions.

Best regards,

**Philip M. Judkins**  
 Vice President Wisconsin Operations

**VILLAGE OF WILLIAMS BAY  
RESOLUTION NO. R-03-26**

**APPROVING EASEMENT ON WOP 00108 FOR TDS METROCOM, LLC FIBER OPTICS**

**WHEREAS**, TDS Metrocom, LLC (Applicant), has filed with the Village of Williams Bay (Village) the attached (Exhibit A) Conveyance of Exclusive Easement (Easement) for the installation of fiber optics related equipment in an area measuring 20' x 20' on Village-owned property located at the southeast corner of Williams Street and Olive Street (WOP 00108), which is primarily used for the Village Water Well Pump House; and

**WHEREAS**, on January 5, 2026 the Water and Sewer Committee and Finance & Personnel Committee recommended approval of the Easement for TDS Metrocom, LLC; and

**WHEREAS**, on January 20, 2026, the Village of Williams Village Board, as recommended by the Village Water & Sewer Committee and Finance & Personnel Committee, determined that it is in the best interests of the Village and its residents to approve the Easement for TDS Metrocom, LLC

**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 Easement, therefore.

Approved by the Village Board of the Village of Williams Bay this 20<sup>th</sup> day of January 2026.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
Adam Jarmillo, Village President

Attest: \_\_\_\_\_  
Tina Kolls, Village Clerk

**EXHIBIT A**

**(Conveyance of Easement for TDS Metrocom, LLC on WOP 00108)**

**CONVEYANCE OF  
EXCLUSIVE EASEMENT**

DOCUMENT NO.

This Conveyance of Exclusive Easement (including exhibits hereto, this "Conveyance") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Village of Williams Bay, a municipal corporation, its successors and assigns ("Grantor").

WHEREAS, GRANTOR is the owner of that certain land located Lot 2 Block 8 Addition NO.1 of Original Plat located in NE ¼ Section 1, Township 1 North, Range 16 East and part of FR NW ¼ Section 6, Township 1 North, Range 17 East, Village of Williams Bay, Walworth County, Wisconsin and more particularly described on Exhibit "A" ("Burdened Parcel") attached hereto and made a part hereof; and

NOW, THEREFORE, for valuable consideration of Five Thousand Dollars (\$5,000.00) and other good and valuable consideration, Grantor does hereby give, grant and convey to **TDS Metrocom, LLC**, its successors and assigns ("Grantee"), an "exclusive" perpetual easement upon, in, under, over, across, and along the Burdened Parcel ("Easement") to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground cables, wires, conduits, and for above ground equipment, cabinets, and appurtenances for communication and/or other purposes, together with the right to have commercial electrical service extended across, and under a portion of the certain real property described as follows:

RETURN TO

Attn: Sean Murray  
Permit/Construction  
525 Junction Road  
Madison WI 53717

Parcel Identification Number:  
WOP 00108

(Surveyed easement description inserted here)

1. **Grantee** may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of electronic telecommunications cabinets, overhead and underground cables, wires, ducts and conduits, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems, together with commercial electrical service extended upon, in, under, over, across, and along an easement area, **16x16** along those portions of the Burdened Parcel ("Easement Area") as more particularly described and depicted on Exhibit A.
2. **Grantee** shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted, and the right to cut down and control the future growth of all trees and brush which may, in Grantee's sole but reasonable judgment, interfere with Grantee's use of the Easement.
3. **Grantee** agrees that it will pay the reasonable value of actual physical damage done to the Burdened Parcel, arising at any time out of the exercise by it of the rights herein granted.
4. **Grantor** covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's successors and assigns.
5. **Grantor** agrees that all facilities consisting of poles, pedestals, underground cables and wires, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems, installed on or above the Burdened Parcel at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.

- 6. **Grantor** reserves for itself and its successor and assigns the right to use any portion of the Burdened Parcel, within or without the Easement Area, in any reasonable manner, provided such use does not interfere with or unduly inconvenience Grantee's full use and enjoyment of the Easement granted to Grantee herein.
- 7. **Grantor** covenants that they are the owners of the above-described lands, and the said lands are free and clear of encumbrances and liens of whatsoever character, except those personally held by the Grantor.
- 8. **Grantee** agrees that in the event Grantee ceases to make use of the Burdened Parcel for purposes pertaining to its telecommunications systems, Grantee shall, within 30 days of its ceasing to make use of the Burdened Parcel, notify Grantor in writing and this Easement shall terminate as of the date of said notification. In the event Grantee fails to so notify Grantor, then ten (10) days from the date of written notice from Grantor to Grantee, this Easement shall terminate.
- 9. **Grantee** shall, within six (6) months of the date of termination of this Easement, remove all of its facilities from the Burdened Parcel. In the event Grantee fails to so remove its facilities from the Burdened Parcel, the facilities shall be deemed abandoned and Grantor may, at its election, remove the facilities and bill the cost for removal to Grantee, payable within 30 days from the date of billing.

<p><b>TDS TELECOM</b> USE ONLY</p> <p>Company No. <u>0900</u></p> <p>Easement No. <u>EWBY-25-001</u></p> <p>Exchange No. <u>0045</u></p> <p>WBS Element: <u>TC-223045022</u></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

DATED: \_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
[Name]

By \_\_\_\_\_ (SEAL)  
[Name]

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally  
 Appeared \_\_\_\_\_ known  
 to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

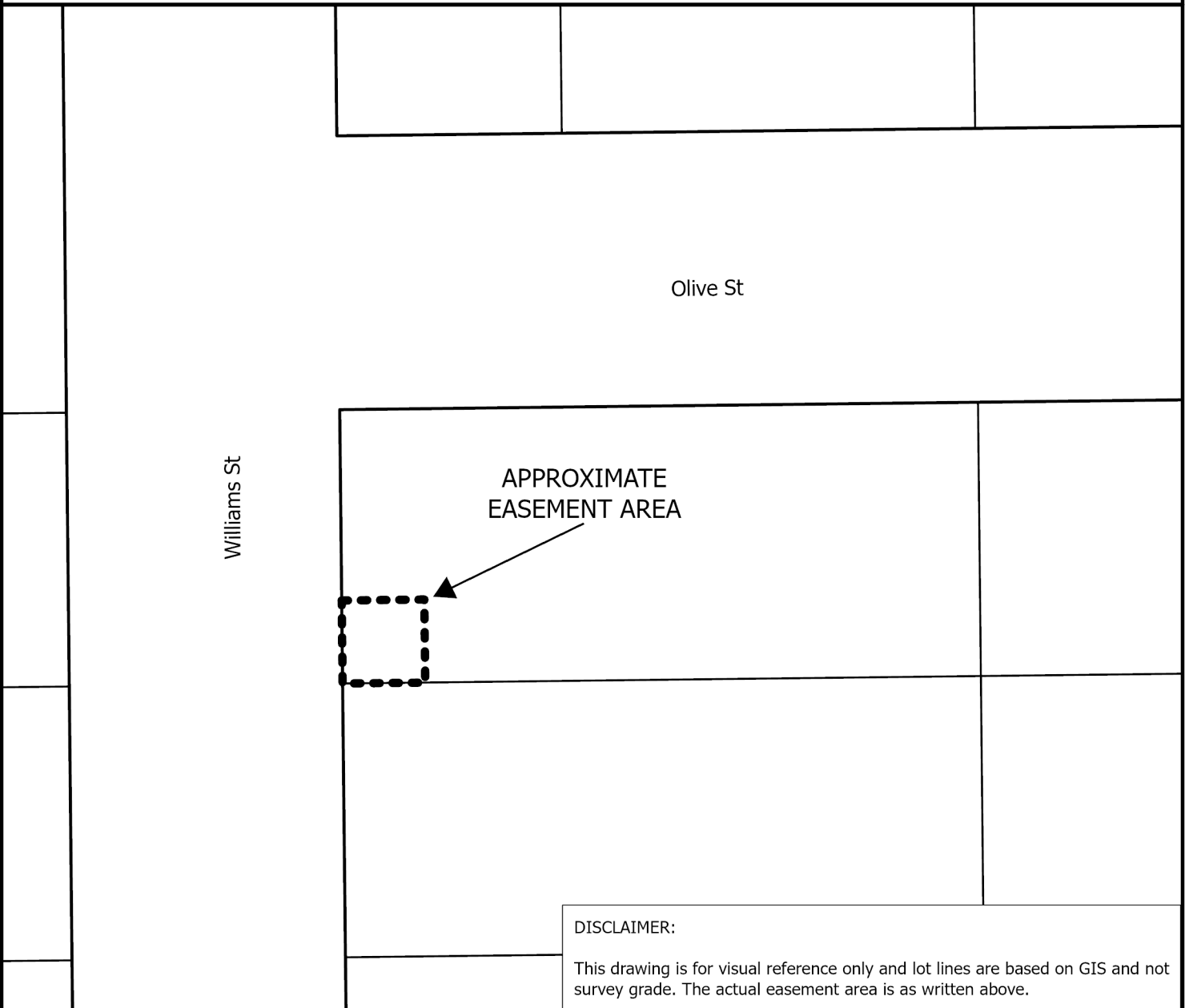
Notary Public \_\_\_\_\_ County,

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

The instrument was drafted by: Sean Murray, TDS Telecommunications Corporation  
 Insertions by: Roxann R Holda

# EXHIBIT 'A'

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD.  
ALL IN PARCEL WOP 00108 DESCRIBED BELOW



--- APPROXIMATE EASEMENT AREA  
— PROPERTY LINE



Mi-Tech Services  
2815 100th St., #310  
Urbandale, IA 50322



**ORDINANCE #2026-\_\_\_\_\_**  
**AN ORDINANCE AMENDING §46-11 A. AND B. OF THE CODE OF ORDINANCES**  
**OF THE VILLAGE OF WILLIAMS BAY CONCERNING ROOM TAX**

**WHEREAS**, pursuant to the authority granted to the Village of Williams Bay by Wis. Stat. §66.0615, the Village has, in §46-11 of the Code of Ordinances, enacted a room tax; and

**WHEREAS**, pursuant to the authority contained in Wis. Stat. §66.0615 (1m), the Village imposed a room tax on 5% of the gross receipts from retail furnishing of rooms or lodging; and

**WHEREAS**, the legislator of the State of Wisconsin has since amended Wis. Stat. §66.0615 (1m) (a) to provide that the sales tax is to be based on a percentage of the sales price received from the retail furnishing of rooms or lodging rather than the gross receipts from retail furnishing of rooms or lodging; and

**WHEREAS**, based upon the amendment of the statute, the Building Zoning and Ordinance Committee recommends to the Village Board amendments to §46-11 A. and B. (a) to bring the ordinance into conformity with the language of the authorizing statute; and

**WHEREAS**, the Village Board having determined that it is appropriate to accept the recommendation of the Building, Zoning and Ordinance Committee.

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

**Section I.** Section 46-11 A. Definitions., is hereby amended as follows:

The term "**GROSS RECEIPTS**" and its definition, is deleted and in its place the following term and its definition is inserted

**SALES PRICE**

The meaning as defined in Wis. Stat. §77.51 (15b), insofar as applicable. Any federal or state tax exempt transactions shall not be included in the definition of sales price.

The definition of the terms "**HOTEL OR MOTEL**" are amended to read as follows:

**HOTEL OR MOTEL**

A building or group of buildings in which the public may obtain accommodations for a consideration including, without limitation, such establishments as inns, motels, tourist homes, apartment hotels, resort lodges and cabins and any other building or group of buildings in which accommodations are available to the public, except accommodations rented for a continuous period of more than 29 days and accommodations furnished by any hospital, sanitorium or nursing home or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes, provided that no part of the net earnings of such corporations and associations inures to the benefit of any private shareholder or individual.

The definition of the term "**SHORT-TERM RENTAL**" is hereby amended to read as follows:

**SHORT-TERM RENTAL**

A residential dwelling that is offered for a rental for fee for fewer than 30 consecutive days.

**Section II.** Wis. Stat. §46-11 B. of the Code of Ordinances is hereby amended to read as follows:

B. Levied. Pursuant to §66.0615, Wis. Stats., a tax is hereby imposed on the privilege and service of furnishing at retail rooms or lodging to transients by hotel keepers, hotel operators, lodging marketplaces, owners of short-term rentals and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of 5% of the sales price from such retail furnishing of rooms or lodging. Such tax shall not be subject to the selected sales tax imposed by §77.52 (2) (a) 1., Wis. Stats. The proceeds of such tax shall be apportioned to present to the hotel, motel or other person filing the return and 98% to the Village.

**Section III.** This ordinance shall take effect upon passage and publication as provided by law.

Approved by the Village Board of the Village of Williams Bay this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

VILLAGE OF WILLIAMS BAY

By: \_\_\_\_\_  
Adam Jaramillo, President

Attest: \_\_\_\_\_  
Tina Kolls, Clerk

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Date Adopted: \_\_\_\_\_  
Date Published: \_\_\_\_\_

**ORDINANCE #2026-\_\_\_\_\_**  
**AN ORDINANCE CREATING SECTION 12-14 THE CODE OF ORDINANCES  
OF THE VILLAGE OF WILLIAMS BAY CONCERNING TOURISM COMMISSION**

**WHEREAS**, pursuant to the authority granted to the Village of Williams Bay by Wis. Stat. §66.0615, the Village has, in Section 46-11 of the Code of Ordinances, enacted a room tax; and

**WHEREAS**, pursuant to the authority contained in Wis. Stat. §66.0615(1m), the Village is authorized to form a commission to utilize the funds received by the Village from said room tax for the purposes of tourism promotion and tourism development; and

**WHEREAS**, the Building, Zoning and Ordinance Committee having recommended to the Village Board the formation of a tourism commission which has the authority to contract with a tourism entity to facilitate the expenditure of funds received from the room tax for tourism promotion and tourism development; and

**WHEREAS**, such tourism commission would assume responsibility for the overall monitoring of the expenditure of funds received from the room tax to ensure that such funds are expended in conformity with the provisions of Wis. Stat. §66.0615; and

**WHEREAS**, the Village Board of the Village of Williams Bay having determined that it is appropriate to accept the recommendation of the Building, Zoning and Ordinance Committee to establish a tourism commission.

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

**Section I.** Section 12-14 of the Code of Ordinances of the Village of Williams Bay is hereby created to read as follows:

Section 12-14 Tourism Commission.

**A. CREATED.** There is hereby created, pursuant to the authority of Wis. Stat. §66.0615 (1m) (a) and (c), the Tourism Commission.

**B. PURPOSE.** The purpose and duties of the Tourism Commission shall be to use the room tax revenue that it receives from the village to develop and execute a tourism marketing plan for tourism promotion and tourism development for the Village. The Commission shall have the authority and carry out the duties set forth in Wis. Stat. § 66.0175 (1m) (c) and (d), and as otherwise provided by law.

**C. DEFINITIONS.** For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(1) **Capital improvement.** Public structures or fixtures which are designed for and are determined to facilitate tourism promotion and tourism development. Such improvements may include, but are not limited to, signs, lighting, sidewalk improvements, downtown streetscape, pathways, banners, flower programs, tree planting programs, park

development, farmer's market physical improvements, and landscaping, together with other public infrastructure, including but not limited to public roadways, public sewer necessary to support tourism, but shall not include contribution toward or redevelopment of any lodging facility.

- (2) **Commission.** As set forth in Wis. Stat. § 66.0615 (1) (a).
- (3) **Hotel or Motel.** A building or group of buildings in which the public may obtain accommodations for a consideration, including, without limitation, such establishments as inns, motels, tourist homes, tourist houses or courts, lodging houses, summer camps, apartment hotels, resort lodges, campgrounds, cabins, and any other building or group of buildings in which the accommodations are available to the public, except accommodations rented for a continuous period of more than 29 days and accommodations furnished by any hospital, sanatoriums, or nursing homes, rooming houses, or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes; provided that no part of the net earnings of such corporations and associations inures to the benefit of any private shareholder or individual.
- (4) **Sales Price.** The meaning as defined in Wis. Stat. §77.51 (15b) insofar as applicable. Any federal and state tax exempt transactions shall not be included in the definition of sales price.
- (5) **Tourism Entity.** The definition set forth in Wis. Stat. § 66.0615 (1) (f).
- (6) **Tourism Promotion and Tourism Development.** As set forth at Wis. Stat. § 66.0615 (1) (fm).
- (7) **Transient.** Any individual residing for a continuous period of less than 30 days in a motel, hotel or other furnished accommodations available to the public.
- (8) **Treasurer.** The Village Treasurer.

#### **D. DUTIES.**

- (1) Seventy (70) percent of the sales price receipts of the room tax collected by the village under §46-11 shall be forwarded to the Commission to be spent on tourism promotion and development, including capital improvement projects within the Village. The Commission may not, however, use any of the room tax revenue it receives to construct or develop a lodging facility.
- (2) The Commission shall advise and inform the Village Board of each capital improvement which it intends to implement prior thereto. If the Village Board objects to such expenditure, it shall inform the Tourism Commission of its objection and no room tax money shall be spent on that project.

- (3) The Tourism Commission shall monitor the collection of the room tax. The Commission shall report any delinquencies or inaccurate reporting to the Treasurer.
- (4) The Tourism Commission may contract as needed with a qualified organization under Wis. Stat. § 66.0615 (1) (f) to perform the functions of a tourism entity as defined under the statute and shall ensure that the money distributed to the tourism entity shall be used for tourism promotion and tourism development as defined in Wis. Stat. § 66.0615 (1) (fm). These activities include any of the following that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which room tax may be imposed:
  - (a) Marketing projects, including advertising media buys, creation and distribution of printed or electronic promotional tourist materials;
  - (b) Transient tourist informational services; and
  - (c) Tangible municipal development, including, but not limited to, public beach house, public bathrooms, public boat launch, public parks and improvements, public deed-restricted open space, public pathways, lakefront amenities, downtown streetscape and related improvements.
- (5) The Commission shall operate a tourism grant program to provide financial investments for tourism-related projects, marketing projects, and/or events that promote and develop tourism in the village which substantially increases overnight stays within the area community.
- (6) The Commission shall report to the Village Board of Trustees at least quarterly the purposes for which the room tax revenues it received were spent.
- (7) The Tourism Commission shall in a timely manner provide the Village Treasurer with the information needed to make the reports required under Wis. Stat. § 66.0615, to the State Department of Revenue.

**E. COMPOSITION.** The Commission shall consist of a membership as follows:

- (1) Five persons to be appointed by the Village President, subject to confirmation by a majority of the Village Board who are present when the vote is taken. Commissioners shall serve for a one-year term, at the pleasure of the Village President, and may be reappointed up to a maximum of six terms.
- (2) One member shall represent the Village hotel and motel industry.
- (3) A member of the Village Board shall be appointed by the Village President, as a non-voting member for a two-year term coinciding with biennial election cycles.

- (4) Other municipal officials may be appointed as needed as ex-officio members.
- (5) The members of the Commission shall elect, from among its members, a chairperson, a vice chairperson and secretary.

**Section II.** This ordinance shall take effect upon passage and publication as provided by law.

Approved by the Village Board the Village of Williams Bay this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

VILLAGE OF WILLIAMS BAY

By: \_\_\_\_\_  
Adam Jaramillo, President

Attest: \_\_\_\_\_  
Tina Kolls, Clerk

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Date Adopted: \_\_\_\_\_  
Date Published: \_\_\_\_\_

**\$11,610,000**  
**Village of Williams Bay**  
**Walworth County, Wisconsin**  
**General Obligation Refunding Bonds**  
**Series 2022**

**Arbitrage Rebate Compliance Report**  
**Bond Year Three**

**Evaluation Date: September 7, 2025**

November 17, 2025

Mr. David Lothspeich  
Village Administrator  
Village of Williams Bay  
250 Williams Street  
Williams Bay, Wisconsin 53191

RE: Arbitrage Rebate Compliance for the \$11,610,000 Village of Williams Bay, Walworth County, Wisconsin General Obligation Refunding Bonds, Series 2022

Dear David,

Enclosed is the arbitrage rebate compliance report for the above-referenced bond issue. As of September 7, 2025, the third bond year evaluation date, there is an arbitrage rebate liability of \$374,272.14 accruing for the above referenced Series 2022 Bonds. If an arbitrage liability continues to accrue a rebate payment will be due to the Internal Revenue Service as of the fifth bond year, ending September 7, 2027. Therefore, the Village should take the necessary steps to prepare and “book” this liability for accounting purposes.

Since proceeds are outstanding within the Project Fund, the arbitrage rebate calculation for the Series 2022 Bonds will need to continue. Bingham will contact the Village in October of 2026 regarding the next annual arbitrage rebate calculation for this bond issue.

Thank you, and if you have any questions, please do not hesitate to call me at (804) 888-6392.

Sincerely,

*Andre Barrett Jr.*

Andre Barrett Jr.  
Vice President, Arbitrage Rebate Services

Enclosures

November 17, 2025

Mr. David Lothspeich  
Village Administrator  
Village of Williams Bay  
250 Williams Street  
Williams Bay, Wisconsin 53191

RE:

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Dear David,

Bingham Arbitrage Rebate Services, Inc. ("Bingham") has completed the requested arbitrage rebate calculation (ARC) with respect to the above-referenced bond issue.

This evaluation covers the period from September 7, 2022 to September 7, 2025, bond years one through three of the first installment computation period. The yield on the bond issue and the amount to be rebated are as follows (and as set forth on the attached schedules, respectively):

<b><u>PROJECT</u></b>	<b><u>BOND YIELD</u></b>	<b><u>AMOUNT TO BE REBATED</u></b>
<b>Village of Williams Bay Series 2022 Bonds</b>	<b>3.3238131%</b>	
<b>Arbitrage Rebate Calculation, Ending September 7, 2025</b>		<b><u>\$ 374,272.14</u></b>
<b>Total Arbitrage Rebate Liability Accruing:</b>		<b><u>\$ 374,272.14</u></b>

**The Village of Williams Bay, Wisconsin (the "Village") is accruing an arbitrage rebate liability as of September 7, 2025 with regards to the above referenced bond issue. This amount applies only through the third annual computation (cumulative from the date of issue) and does not represent the amount, which may be due at the first installment evaluation date, September 7, 2027.**

### Purpose of the Bonds

The General Obligation Refunding Bonds dated September 7, 2022 (the "Series 2022 Bonds") were issued for the purposes to pay a) the cost of current refunding the Village's Note Anticipation Note, dated August 8, 2022 (the "Refunded Note"), and b) certain costs associated with the issuance of the Series 2022 Bonds (Tax Exemption Certificate page 1).

### Manner of Calculation

The calculations were made in accordance with our understanding of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Regulations. "Regulations" means the applicable Treasury Regulations promulgated under Section 148 of the Code in proposed, temporary, or final form and as amended, including Treasury Regulations Sections 1.148-1 through 1.148-11. Proposed regulations are "applicable" only if, in the event they are adopted in final form, such regulations would apply to the Bonds.

We used the information provided to Bingham by the Village which provided the bank statements, to prepare the calculations contained herein without auditing or verifying such information.

### Bond Yield Calculation

1. The exact yield on a fixed yield issue is calculated using a "30/360" day model with semi-annual compounding. "Yield" is that rate of interest which, when used to discount all conditionally payable payments of principal, interest, and fees of qualified guarantees on the Bonds, at the same discount rate, produces a present value equal to the initial aggregate issue price of the bonds.

2. The special yield calculation rule under Section 1.148-4(b)(3)(ii)(B) of the U.S. Treasury Regulations applied to the computation of this issue's bond yield since the Series 2022 Bonds maturing April 1, 2031 through April 1, 2033, and April 1, 2036 through April 1, 2039 (the "Callable Excess Premium Bonds") were issued at a price that exceeded the stated redemption price at maturity by more than one-fourth of one percentage point (.25%) times the product of the stated redemption price at maturity and the number of complete years to its first optional redemption date. By treating the Callable Excess Premium Bonds as maturing at the first optional call date of March 1, 2030, the lowest yield on the Series 2022 Bonds was produced. The Bonds were treated as paid on the date that produces the lowest yield.

3. Bingham has verified that the Village has not purchased any bond insurance or entered into any other financial guaranty that could be included in the yield calculation as a qualified guarantee (U.S. Treasury Regulations Section 1.148-4(f)).

4. Bingham has verified that the Village has not entered into a swap or other hedge contract that could be included in the bond yield calculation as a qualified hedge (U.S. Treasury Regulations Section 1.148-4(h)(1)).

5. Given the factors stated above, Bingham has verified the yield for the Series 2022 Bonds to be 3.3238131% (Tax Exemption Certificate page 3). The Series 2022 Bonds are scheduled to mature on April 1, 2042.

### Arbitrage Rebate Calculation

6. All the monies on deposit and any accrued interest income earned on the date of evaluation are treated as receipts on that date.

7. All receipts and payments occurring on or prior to the date of evaluation, as well as the calculated receipts on that date are future valued to the date of evaluation using the yield on the bonds for that period. The future value is calculated using a "30/360" day model with semi-annual compounding, taking the dates of receipts and payments from the statements provided by ADM.

8. The future value of the receipts is subtracted from the future value of the payments. The resulting balance is the amount to be rebated.

9. The funds that required the arbitrage rebate calculation were the Refunded Note Project Fund (Transferred Proceeds).

10. The evaluation date for the Series 2022 Bonds is September 7, the anniversary date of the Series 2022 Bonds (U.S. Treasury Regulations Section 1.148-3(e)(1)). The first installment evaluation date will be September 7, 2027. If an arbitrage rebate payment is due to the Internal Revenue Service for the Series 2022 Bonds, it would be due 60 days from the first installment evaluation date (U.S. Treasury Regulations Section 1.148-3(g)).

### Current Refunding

11. The Series 2022 Bonds redeem the Refunded Note on November 8, 2022 (Tax Exemption Certificate page 3). This qualified the Series 2022 Bonds as a current refunding issue since the proceeds were discharged within 90 days of closing (U.S. Treasury Regulations Section 1.150-1(d)(3)(i)). The temporary period for current refunding proceeds is 90 days. Therefore, the Series 2022 current refunding proceeds were not subject to yield restriction (U.S. Treasury Regulations Section 1.148-9(d)(2)(ii)).

12. As of the redemption of the Refunded Note, the Series 2022 proceeds were fully spent, minus residual interest earnings. A governmental issuer is allowed an additional six months for the portion of proceeds not expended in accordance with six months if such portion does not exceed the lesser of 5% of the proceeds or \$100,000. The issuer is given an additional six months to spend the remaining proceeds (Internal Revenue Code Section 148(f)(4)(ii)). The remaining proceeds were less than 5% of the proceeds and were spent within six months, therefore, the Series 2022 Bonds sale proceeds qualified for the Six-Month Spending Exception. Therefore, the arbitrage rebate calculation was not required for the Series 2022 Bonds sale proceeds (U.S. Treasury Regulations Section 1.148-7(c)).

13. As of the final redemption date of the Refunded Note, the remaining Project Fund proceeds became transferred proceeds to the Series 2022 Bonds (U.S. Treasury Regulations Section 1.148-9(b)(1) and Tax Exemption Certificate page 3). These proceeds became subject to the arbitrage rebate calculation at the Series 2022 bond yield. There were no other transferred proceeds from the Refunded Note to the Series 2022 Bonds.

14. The methodology for transferred proceeds is based on Section 1.148-9(b)(1) of the U.S. Treasury Regulations. The amount of proceeds of the prior issue that becomes transferred proceeds of the refunding issue is an amount equal to the proceeds of the prior issue on the date of that discharge multiplied by a fraction of:

- (I) The numerator of which is the principal amount of the prior issue discharged with proceeds of the refunding issue on the date of that discharge and
- (II) The denominator of which is the total outstanding principal amount of the prior issue on the date immediately before the date of that discharge.

15. The Refunded Note was eligible for either the Eighteen-Month or the Two-Year Spending Exception. The Refunded Note did not meet the spend-down requirements for either spending exception. Therefore, the Refunded Note proceeds required the arbitrage rebate calculation in full.

16. An exception applies when the required semi-annual spend-down percentages are met. If one of the spend-down percentages is missed, then that portion of the issue no longer qualifies for exemption and will require the arbitrage rebate calculation. These exceptions are as follows:

**EIGHTEEN MONTH SPENDING EXCEPTION**

Within Six Months of Closing	15%
Within Twelve Months of Closing	60%
Within Eighteen Months of Closing	100%

**TWO-YEAR CONSTRUCTION EXCEPTION**

Within Six Months of Closing	10%
Within Twelve Months of Closing	45%
Within Eighteen Months of Closing	75%
Within Twenty-Four Months of Closing	100%

Excess Investment Yield Calculation

17. The U.S. Treasury Regulations require that any capital project investment held beyond the three-year temporary period must be yield restricted to the bond yield, plus .125%. Any amount earned over the limit must be paid to the Internal Revenue Service in the form of a "yield reduction payment." Such payment is like an arbitrage rebate payment and is paid in the same manner and with the same frequency as arbitrage rebate; within 60 days of the fifth bond year (U.S. Treasury Regulations Section 1.148-5(c)(1) & (2)). Only one payment is made to the Internal Revenue Service, either an arbitrage rebate payment or a yield reduction payment.

18. The three-year temporary period ended for the Refunded Note proceeds on August 8, 2025 (U.S. Treasury Regulations Section 1.148-2(e)(2)). Following this date, the composite yield on any outstanding Refunded Note transferred proceeds should not exceed the Series 2022 bond yield by more than .125% (U.S. Treasury Regulations Section 1.148-2(d)(2)(i)). If the yield on the outstanding Refunded Note transferred proceeds investments does exceed the Series 2022 Bonds yield plus .125%, a yield reduction payment can be made to satisfy the arbitrage rebate requirements.

19. As of the end of the three-year temporary period, the Refunded Note had proceeds outstanding. Therefore, the excess investment yield calculation will be a factor for the Series 2022 Bonds. Bingham will begin the excess investment yield calculation for the Series 2022 Bonds as of the end of the fourth bond year, or September 7, 2026.

#### Other Bond Related Matters

20. The debt service payments for the Series 2022 Bonds are made from the Debt Service Account. The Debt Service Account does not require the arbitrage rebate calculation since it is a qualified bona fide debt service fund. A bona fide debt service fund is used primarily to achieve a proper matching of revenues with debt service payments within each bond year and is depleting properly each bond year (Internal Revenue Code Section 148(f)(4)(A)(ii) and U.S. Treasury Regulations Section 1.148-1(b) Tax Exemption Certificate page 6).

21. Other than the funds mentioned above, there are no pledged funds reasonably expected to be used directly or indirectly to pay principal of, or interest on the Series 2022 Bonds or which are pledged as security for the Series 2022 Bonds that would require the arbitrage rebate calculation. In addition, there is no agreement in place, which requires the Village to maintain a particular level or Reserve for the direct or indirect benefit of the bond holders (Tax Exemption Certificate page 6).

22. On the last day of each bond year during which there are amounts allocated to gross proceeds of an issue that are subject to the rebate requirement, and on the final maturity date, an annual computation credit is allocated to the arbitrage rebate calculation (U.S. Treasury Regulations Sections 1.148-3(d)(1)(iv) & 1.148-3(d)(4)). For each bond year ending after January 1, 2007, the Internal Revenue Service provides an inflation adjustment to the annual computation credit due to the cost of living, which is based on the consumer price index. Three credits are given within the Series 2022 arbitrage rebate calculation.

23. As part of an active records retention policy, the IRS does require the arbitrage rebate reports to be kept on file as proof of compliance. The Arbitrage Rebate Compliance report should be kept on file for at least three years from the final principal payment date (Tax Exemption Certificate page 13).

#### Summary

The scope of our engagement was limited to preparing the attached schedules for the specified period without verifying that the investments were purchased, sold, or otherwise disposed of at market price nor that any payments were made to any party other than the United States of America to reduce the yield on any investment.

Please be advised we believe that the method we use in making the calculations is consistent with the provisions of Section 148 of the Code and the Regulations. We are providing our professional opinion that the calculations comply with these provisions. However, we are not attorneys, and we are not providing a legal opinion that the interest on the referenced issue of bonds is now or was ever excludable from gross income of the recipients thereof for purposes of federal income taxation.

In preparing this Arbitrage Rebate Calculation, Bingham is not acting as a municipal advisor or fiduciary. Nothing herein is intended to be, and nothing herein should be construed as advice within the meaning of Section 15B of the Securities Exchange Act of 1934.

If you have any questions or comments, please feel free to contact me at (804) 888-6392. It is a pleasure to work with the Village of Williams Bay, and we will contact you regarding the fourth annual arbitrage rebate calculation in October of 2026. Thank you for choosing Bingham.

Very Truly Yours,

BINGHAM ARBITRAGE  
REBATE SERVICES, INC.

*Andre Barrett Jr.*

Andre Barrett, Jr.  
Vice President, Arbitrage Rebate Services

Attachments

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

**Summary of Calculations**

**Bond Year Three Evaluation Date:** **September 7, 2025**  
**(September 7, 2022 to September 7, 2025)**

**Bond Yield:** **3.3238131%**

**Arbitrage Rebate Calculation**

<b><u>Fund</u></b>	<b><u>Arbitrage Rebate Liability</u></b>
Computation Credits	(\$6,352.95)
Project Fund	\$388,357.54
CD Investments	(\$7,732.45)
	<hr/>
<b>Total Arbitrage Rebate Liability (100%):</b>	<b>\$374,272.14</b>
	<hr/> <hr/>
<b>Total Arbitrage Rebate Liability Accruing:</b>	<b>\$374,272.14</b>
	<hr/> <hr/>

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Sources & Uses

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***Total Source of Funds:***

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Series 2022 Par Amount	\$ 11,610,000.00
Original Issue Premium/Discount	\$ 799,936.75
<b>Total</b>	<b><u>\$ 12,409,936.75</u></b>

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***Total Use of Funds:***

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Borrowed Money Fund	\$ 12,213,701.75
Costs of Issuance Proceeds	\$ 74,885.00
Underwriter's Discount	\$ 121,350.00
<b>Total</b>	<b><u>\$ 12,409,936.75</u></b>

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Bond Yield Calculation

Date	Principal	Callable Principal (i)	Coupon	Yield	Price	Interest	Total Principal & Interest	Present Value	Cumulative PV
04/01/2023	400,000		5.000%	2.000%	101.680	290,926.67	690,926.67	678,139.86	678,139.86
10/01/2023					-	246,700.00	246,700.00	238,176.12	916,315.98
04/01/2024	435,000		5.000%	2.030%	104.555	246,700.00	681,700.00	647,387.20	1,563,703.18
10/01/2024					-	235,825.00	235,825.00	220,293.87	1,783,997.05
04/01/2025	455,000		5.000%	2.050%	107.337	235,825.00	690,825.00	634,778.72	2,418,775.77
10/01/2025					-	224,450.00	224,450.00	202,868.99	2,621,644.77
04/01/2026	325,000		5.000%	2.110%	109.877	224,450.00	549,450.00	488,501.60	3,110,146.37
10/01/2026					-	216,325.00	216,325.00	189,184.82	3,299,331.19
04/01/2027	345,000		5.000%	2.140%	112.378	216,325.00	561,325.00	482,876.09	3,782,207.28
10/01/2027					-	207,700.00	207,700.00	175,751.71	3,957,958.99
04/01/2028	535,000		5.000%	2.290%	114.086	207,700.00	742,700.00	618,184.68	4,576,143.67
10/01/2028					-	194,325.00	194,325.00	159,101.85	4,735,245.52
04/01/2029	550,000		5.000%	2.410%	115.641	194,325.00	744,325.00	599,447.18	5,334,692.70
10/01/2029					-	180,575.00	180,575.00	143,049.94	5,477,742.64
04/01/2030	580,000	4,515,000	5.000%	2.500%	117.136	180,575.00	5,275,575.00	4,110,944.51	9,588,687.15
10/01/2030					-	66,450.00	66,450.00	50,934.09	9,639,621.24
04/01/2031		(i)	5.000%	2.580%	116.536	66,450.00	66,450.00	50,101.45	9,689,722.69
10/01/2031					-	66,450.00	66,450.00	49,282.42	9,739,005.11
04/01/2032		(i)	5.000%	2.670%	115.866	66,450.00	66,450.00	48,476.78	9,787,481.90
10/01/2032					-	66,450.00	66,450.00	47,684.31	9,835,166.21
04/01/2033		(i)	5.000%	2.790%	114.979	66,450.00	66,450.00	46,904.80	9,882,071.01
10/01/2033					-	66,450.00	66,450.00	46,138.03	9,928,209.04
04/01/2034	580,000		3.500%	3.360%	100.926	66,450.00	646,450.00	441,510.21	10,369,719.25
10/01/2034					-	56,300.00	56,300.00	37,823.00	10,407,542.25
04/01/2035	600,000		3.500%	3.500%	100.000	56,300.00	656,300.00	433,702.29	10,841,244.54
10/01/2035					-	45,800.00	45,800.00	29,771.21	10,871,015.75
04/01/2036		(i)	4.000%	3.330%	104.447	45,800.00	45,800.00	29,284.53	10,900,300.29
10/01/2036					-	45,800.00	45,800.00	28,805.81	10,929,106.09
04/01/2037		(i)	4.000%	3.480%	103.431	45,800.00	45,800.00	28,334.91	10,957,441.00
10/01/2037					-	45,800.00	45,800.00	27,871.71	10,985,312.70
04/01/2038		(i)	4.000%	3.580%	102.760	45,800.00	45,800.00	27,416.08	11,012,728.78
10/01/2038					-	45,800.00	45,800.00	26,967.89	11,039,696.67
04/01/2039		(i)	4.000%	3.680%	102.094	45,800.00	45,800.00	26,527.04	11,066,223.71
10/01/2039					-	45,800.00	45,800.00	26,093.39	11,092,317.11
04/01/2040	730,000		4.000%	3.780%	101.433	45,800.00	775,800.00	434,767.01	11,527,084.12
10/01/2040					-	31,200.00	31,200.00	17,199.00	11,544,283.12
04/01/2041	765,000		4.000%	3.900%	100.647	31,200.00	796,200.00	431,730.25	11,976,013.37
10/01/2041					-	15,900.00	15,900.00	8,480.65	12,004,494.02
04/01/2042	795,000		4.000%	3.900%	100.647	15,900.00	810,900.00	425,442.73	12,409,936.75
<b>Totals</b>	<b>\$ 7,095,000.00</b>	<b>\$ 4,515,000.00</b>				<b>\$ 4,499,126.67</b>	<b>\$ 16,109,126.67</b>	<b>\$ 12,409,936.75</b>	

Dated Date: 09/07/2022  
Delivery Date: 09/07/2022  
Bond Yield: **3.3238131%**

Amount of Issue: \$ 11,610,000.00  
Accrued Interest: -  
Reoffering Premium or Discount: 799,936.75  
(Insurance Premium):  
Total: \$ 12,409,936.75

(i) Callable Bonds issued at a price that exceeds the stated redemption price at maturity by more than one-fourth of one percentage point (.25%) times the product of its stated redemption price at maturity and the number of complete years to its first optional redemption date [U.S. Treasury Regulations Section 1.148-4(b)(3)(ii)(B)].

Callable Bonds on April 1, 2030 @ 100%

04/01/2031	625,000
04/01/2032	685,000
04/01/2033	555,000
04/01/2036	625,000
04/01/2037	650,000
04/01/2038	670,000
04/01/2039	705,000
	<hr/>
	4,515,000

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Computation Credits

Evaluation Date: 09/07/2025		Bond Yield: 3.3238131%	
Computation Period	Date	Computation Credit (i)	Future Value of Computation Credit @ Evaluation Date
Computation Credit, Bond Year One (ii)	09/07/2023	(1,960.00)	(2,093.58)
Computation Credit, Bond Year Two (ii)	09/07/2024	(2,070.00)	(2,139.37)
Computation Credit, Bond Year Three (ii)	09/07/2025	(2,120.00)	(2,120.00)
Totals		(6,150.00)	(6,352.95)

**Surplus at Evaluation Date (\$6,352.95)**

- (i) Annual computation credit [U.S. Treasury Regulations Section 1.148-3(d)(1)(iv)].
- (ii) Computation credit inflation adjustment [U.S. Treasury Regulations Section 1.148-3(d)(4)].

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Evaluation Date:		09/07/2025		Bond Yield:		3.3238131%	
Date	Project Fund Investments	Project Fund Income	Future Value of Investments @ Evaluation Date	Future Value of Income @ Evaluation Date			
(i) 11/08/2022	8,195,501.23	(4,056.35)	8,997,030.02	(4,453.07)			
11/30/2022	25,997.67	25,997.67	28,482.83	28,482.83			
12/31/2022	29,117.62	29,117.62	31,813.51	31,813.51			
01/31/2023	31,533.18	31,533.18	34,358.20	34,358.20			
02/28/2023	29,924.65	29,924.65	32,516.12	32,516.12			
03/31/2023	35,227.26	35,227.26	38,172.92	38,172.92			
04/30/2023	34,784.24	34,784.24	37,589.45	37,589.45			
05/31/2023	37,374.92	37,374.92	40,278.26	40,278.26			
06/30/2023	37,783.77	37,783.77	40,607.17	40,607.17			
07/11/2023	(964,508.91)		(1,035,538.52)	-			
07/31/2023	36,772.67	36,772.67	39,412.10	39,412.10			
08/03/2023	(2,000,000.00)		(2,142,965.16)	-			
08/31/2023	25,951.77	25,951.77	27,738.21	27,738.21			
09/30/2023	25,387.69	25,387.69	27,060.86	27,060.86			
10/31/2023	26,543.43	26,543.43	28,215.15	28,215.15			
11/30/2023	25,901.54	25,901.54	27,457.30	27,457.30			
12/31/2023	26,984.24	26,984.24	28,526.56	28,526.56			
01/31/2024	27,065.43	27,065.43	28,533.90	28,533.90			
02/29/2024	25,485.53	25,485.53	26,794.57	26,794.57			
03/31/2024	27,365.23	27,365.23	28,691.89	28,691.89			
04/30/2024	26,656.51	26,656.51	27,872.14	27,872.14			
05/31/2024	26,840.34	26,840.34	27,987.37	27,987.37			
06/30/2024	25,069.12	25,069.12	26,068.74	26,068.74			
07/11/2024	4,230,396.00	-	4,394,652.45	-			
07/31/2024	41,228.90	41,228.90	42,755.27	42,755.27			
08/31/2024	47,305.93	47,305.93	48,922.70	48,922.70			
09/30/2024	45,911.24	45,911.24	47,350.09	47,350.09			
10/30/2024	(1,000,000.00)		(1,028,510.65)	-			
10/31/2024	45,433.56	45,433.56	46,728.91	46,728.91			
11/30/2024	37,396.56	37,396.56	38,357.24	38,357.24			
12/31/2024	37,146.96	37,146.96	37,996.71	37,996.71			
01/31/2025	36,426.70	36,426.70	37,157.76	37,157.76			
02/28/2025	31,454.06	31,454.06	31,997.30	31,997.30			
03/31/2025	35,021.01	35,021.01	35,528.12	35,528.12			
04/30/2025	33,940.64	33,940.64	34,337.65	34,337.65			
05/20/2025	(500,000.00)		(504,923.04)	-			
05/31/2025	34,370.87	34,370.87	34,677.52	34,677.52			
06/16/2025	(500,000.00)		(503,722.35)	-			
06/16/2025	(25.00)		(25.19)	-			
06/18/2025	(1,500,000.00)		(1,510,890.31)	-			
06/30/2025	28,477.96	28,477.96	28,653.22	28,653.22			
07/08/2025	(1,500,000.00)		(1,508,125.82)	-			
07/08/2025	(25.00)		(25.14)	-			
07/31/2025	21,452.82	21,452.82	21,525.62	21,525.62			

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Evaluation Date:		09/07/2025	Bond Yield:		3.3238131%
Date	Project Fund Investments	Project Fund Income	Future Value of Investments @ Evaluation Date	Future Value of Income @ Evaluation Date	
08/31/2025	20,457.94	20,457.94	20,471.06	20,471.06	
09/07/2025	(5,545,130.27)	4,636.64	(5,545,130.27)	4,636.64	
			-	-	
Totals	\$0.00	\$1,084,372.25	\$746,462.47	\$1,134,820.01	

Less Future Value of Investments	\$746,462.47
Surplus at Evaluation Date	<b>\$388,357.54</b>

- (i) Transferred proceeds from the Refunded Series 2022 Note [U.S. Treasury Regulations Section 1.148-9(b)(1)].
- (ii) Includes uncollected balances and prorated earnings.

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Evaluation Date:		09/07/2025		Bond Yield:		3.3238131%	
Date	CD Investments	CD Income	Future Value of Investments @ Evaluation Date	Future Value of Income @ Evaluation Date			
11/08/2022	4,007,371.28	(2,813.28)	4,399,296.48	(3,088.42)			
11/30/2022	2,637.45	2,637.45	2,889.57	2,889.57			
11/30/2022	2,637.45	2,637.45	2,889.57	2,889.57			
11/30/2022	2,637.45	2,637.45	2,889.57	2,889.57			
11/30/2022	2,637.45	2,637.45	2,889.57	2,889.57			
12/31/2022	2,732.54	2,732.54	2,985.54	2,985.54			
12/31/2022	2,732.54	2,732.54	2,985.54	2,985.54			
12/31/2022	2,732.54	2,732.54	2,985.54	2,985.54			
12/31/2022	2,732.54	2,732.54	2,985.54	2,985.54			
01/31/2023	2,739.98	2,739.98	2,985.45	2,985.45			
01/31/2023	2,739.98	2,739.98	2,985.45	2,985.45			
01/31/2023	2,739.98	2,739.98	2,985.45	2,985.45			
01/31/2023	2,739.98	2,739.98	2,985.45	2,985.45			
02/28/2023	2,481.55	2,481.55	2,696.45	2,696.45			
02/28/2023	2,481.55	2,481.55	2,696.45	2,696.45			
02/28/2023	2,481.55	2,481.55	2,696.45	2,696.45			
02/28/2023	2,481.55	2,481.55	2,696.45	2,696.45			
03/31/2023	2,754.18	2,754.18	2,984.48	2,984.48			
03/31/2023	2,754.18	2,754.18	2,984.48	2,984.48			
03/31/2023	2,754.18	2,754.18	2,984.48	2,984.48			
03/31/2023	2,754.18	2,754.18	2,984.48	2,984.48			
04/30/2023	2,672.59	2,672.59	2,888.12	2,888.12			
04/30/2023	2,672.59	2,672.59	2,888.12	2,888.12			
04/30/2023	2,672.59	2,672.59	2,888.12	2,888.12			
04/30/2023	2,672.59	2,672.59	2,888.12	2,888.12			
05/31/2023	2,768.94	2,768.94	2,984.04	2,984.04			
05/31/2023	2,768.94	2,768.94	2,984.04	2,984.04			
05/31/2023	2,768.94	2,768.94	2,984.04	2,984.04			
05/31/2023	2,768.94	2,768.94	2,984.04	2,984.04			
06/30/2023	2,686.91	2,686.91	2,887.69	2,887.69			
06/30/2023	2,686.91	2,686.91	2,887.69	2,887.69			
06/30/2023	2,686.91	2,686.91	2,887.69	2,887.69			
06/30/2023	2,686.91	2,686.91	2,887.69	2,887.69			
07/31/2023	2,783.79	2,783.79	2,983.60	2,983.60			
07/31/2023	2,783.79	2,783.79	2,983.60	2,983.60			
07/31/2023	2,783.79	2,783.79	2,983.60	2,983.60			
07/31/2023	2,783.79	2,783.79	2,983.60	2,983.60			
08/31/2023	2,791.36	2,791.36	2,983.51	2,983.51			
08/31/2023	2,791.36	2,791.36	2,983.51	2,983.51			
08/31/2023	2,791.36	2,791.36	2,983.51	2,983.51			
08/31/2023	2,791.36	2,791.36	2,983.51	2,983.51			

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Evaluation Date:		09/07/2025		Bond Yield:		3.3238131%	
Date	CD Investments	CD Income	Future Value of Investments @ Evaluation Date	Future Value of Income @ Evaluation Date			
09/30/2023	2,708.66	2,708.66	2,887.17	2,887.17			
09/30/2023	2,708.66	2,708.66	2,887.17	2,887.17			
09/30/2023	2,708.66	2,708.66	2,887.17	2,887.17			
09/30/2023	2,708.66	2,708.66	2,887.17	2,887.17			
10/31/2023	2,806.32	2,806.32	2,983.06	2,983.06			
10/31/2023	2,806.32	2,806.32	2,983.06	2,983.06			
10/31/2023	2,806.32	2,806.32	2,983.06	2,983.06			
10/31/2023	2,806.32	2,806.32	2,983.06	2,983.06			
11/30/2023	2,723.18	2,723.18	2,886.75	2,886.75			
11/30/2023	2,723.18	2,723.18	2,886.75	2,886.75			
11/30/2023	2,723.18	2,723.18	2,886.75	2,886.75			
11/30/2023	2,723.18	2,723.18	2,886.75	2,886.75			
12/31/2023	2,821.36	2,821.36	2,982.62	2,982.62			
12/31/2023	2,821.36	2,821.36	2,982.62	2,982.62			
12/31/2023	2,821.36	2,821.36	2,982.62	2,982.62			
12/31/2023	2,821.36	2,821.36	2,982.62	2,982.62			
01/31/2024	2,829.04	2,829.04	2,982.53	2,982.53			
01/31/2024	2,829.04	2,829.04	2,982.53	2,982.53			
01/31/2024	2,829.04	2,829.04	2,982.53	2,982.53			
01/31/2024	2,829.04	2,829.04	2,982.53	2,982.53			
02/29/2024	2,653.72	2,653.72	2,790.03	2,790.03			
02/29/2004	2,653.72	2,653.72	5,394.34	5,394.34			
02/29/2024	2,653.72	2,653.72	2,790.03	2,790.03			
02/29/2024	2,653.72	2,653.72	2,790.03	2,790.03			
03/31/2024	2,843.95	2,843.95	2,981.82	2,981.82			
03/31/2024	2,843.95	2,843.95	2,981.82	2,981.82			
03/31/2024	2,843.95	2,843.95	2,981.82	2,981.82			
03/31/2024	2,843.95	2,843.95	2,981.82	2,981.82			
04/30/2024	2,759.70	2,759.70	2,885.55	2,885.55			
04/30/2024	2,759.70	2,759.70	2,885.55	2,885.55			
04/30/2024	2,759.70	2,759.70	2,885.55	2,885.55			
04/30/2024	2,759.70	2,759.70	2,885.55	2,885.55			
05/31/2024	2,859.20	2,859.20	2,981.39	2,981.39			
05/31/2024	2,859.20	2,859.20	2,981.39	2,981.39			
05/31/2024	2,859.20	2,859.20	2,981.39	2,981.39			
05/31/2024	2,859.20	2,859.20	2,981.39	2,981.39			
06/30/2024	2,774.49	2,774.49	2,885.12	2,885.12			
06/30/2024	2,774.49	2,774.49	2,885.12	2,885.12			
06/30/2024	2,774.49	2,774.49	2,885.12	2,885.12			
06/30/2024	2,774.49	2,774.49	2,885.12	2,885.12			
07/11/2024	927.27	927.27	963.27	963.27			

\$11,610,000  
Village of Williams Bay  
Walworth County, Wisconsin  
General Obligation Refunding Bonds  
Series 2022

Evaluation Date:		09/07/2025		Bond Yield:		3.3238131%	
Date	CD Investments	CD Income	Future Value of Investments @ Evaluation Date	Future Value of Income @ Evaluation Date			
07/11/2024	927.27	927.27	963.27	963.27			
07/11/2024	927.27	927.27	963.27	963.27			
07/11/2024	927.27	927.27	963.27	963.27			
07/11/2024	(1,057,599.00)		(1,098,663.11)	-			
07/11/2024	(1,057,599.00)		(1,098,663.11)	-			
07/11/2024	(1,057,599.00)		(1,098,663.11)	-			
07/11/2024	(1,057,599.00)		(1,098,663.11)	-			
			-	-			
Totals	\$0.00	\$220,211.44	\$245,159.42	\$237,426.97			

Less Future Value of Investments \$245,159.42

Surplus at Evaluation Date (\$7,732.45)

(i) Transferred proceeds from the Refunded Series 2022 Note [U.S. Treasury Regulations Section 1.148-9(b)(1)].

**Village of Williams Bay Annual Arbitrage Set Aside**

12192025

**Action Item:**

FP is to accept the Arbitrage Report and establish the Annual Arbitrage set aside amounts for the Gen, Water and Sewer Funds

**Amount Per Annual Arbitrate Report = \$374,272**

		% of GF Budgeted
<b>General Fund Arbitrage Calculations:</b>		<b>Revenues</b>
	<b>\$113,083</b>	
Percentage of Borrowed Funds =	30.21%	
2023 Audit General Fund Unassigned Fund Balance =	\$1,925,941	47%
General Fund \$ Amount of Arbitrage =	\$113,083	3%
General Fund Unassigned Balance <u>after</u> Arbitrage =	\$1,812,858	44%
General Fund Minimum Reserve Policy (Draft)		
GF Budgeted Revenues 2026 =	\$4,101,256	
GF Balance Policy 25% of GF Budgeted Revenues	\$1,025,314	25%
Short-term GF Balance After Purchase & Improvements for New VH & PD Expansion for \$450K (To Be Reimbursed by 2026 Borrowed Funds)		
GF Temporary Balance After New VH =	\$1,362,858	33%

<b>Water Fund Arbitrage Calculations:</b>		<b>\$173,881</b>
Percentage of Borrowed Funds =		46.46%
2023 Audit Water Fund Unassigned Fund Balance =	\$1,925,941	2,437,522
Water Fund \$ Amount of Arbitrage		173,881
Water Fund Unassigned Balance <u>after</u> Arbitrage =	\$:	2,263,641

<b>Sewer Fund Arbitrage Calculations:</b>		<b>\$87,308</b>
Percentage of Borrowed Funds =		23.33%
2023 Audit Sewer Fund Unassigned Fund Balance =	\$1,925,941	1,941,843
Sewer Fund \$ Amount of Arbitrage		87,308
Sewer Fund Unassigned Balance <u>after</u> Arbitrage =	\$	1,854,535

**Levy, Water, & Sewer**

Issue: 5  
 Amount: \$11,610,000  
 Type: G.O. Refunding Bonds (CR)  
 Dated: September 7, 2022

<b>Callable: '31-'42 Callable 4/1/2030 @ Par</b>				<b>LEVY</b>		<b>Water Utility</b>		<b>Sewer Utility</b>		
PRINCIPAL (4/1)	RATE	INTEREST (4/1 & 10/1)	TOTAL	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	
2024	\$435,000	5.000%	\$482,525	\$917,525	\$171,000	\$147,470	\$174,000	\$223,180	\$90,000	\$111,875
2025	\$455,000	5.000%	\$460,275	\$915,275	\$181,000	\$138,670	\$184,000	\$214,230	\$90,000	\$107,375
2026	\$325,000	5.000%	\$440,775	\$765,775	\$131,000	\$130,870	\$194,000	\$204,780		\$105,125
2027	\$345,000	5.000%	\$424,025	\$769,025		\$127,595	\$204,000	\$194,830	\$141,000	\$101,600
2028	\$535,000	5.000%	\$402,025	\$937,025	\$162,000	\$123,545	\$214,000	\$184,380	\$159,000	\$94,100
2029	\$550,000	5.000%	\$374,900	\$924,900	\$216,000	\$114,095	\$224,000	\$173,430	\$110,000	\$87,375
2030	\$580,000	5.000%	\$346,650	\$926,650	\$226,000	\$103,045	\$234,000	\$161,980	\$120,000	\$81,625
2031	\$625,000	5.000%	\$316,525	\$941,525	\$251,000	\$91,120	\$249,000	\$149,905	\$125,000	\$75,500
2032	\$685,000	5.000%	\$283,775	\$968,775	\$296,000	\$77,445	\$259,000	\$137,205	\$130,000	\$69,125
2033	\$555,000	5.000%	\$252,775	\$807,775	\$146,000	\$66,395	\$274,000	\$123,880	\$135,000	\$62,500
2034	\$580,000	3.500%	\$228,750	\$808,750	\$151,000	\$60,103	\$284,000	\$112,060	\$145,000	\$56,588
2035	\$600,000	3.500%	\$208,100	\$808,100	\$156,000	\$54,730	\$294,000	\$101,945	\$150,000	\$51,425
2036	\$625,000	4.000%	\$185,100	\$810,100	\$166,000	\$48,680	\$304,000	\$90,720	\$155,000	\$45,700
2037	\$650,000	4.000%	\$159,600	\$809,600	\$171,000	\$41,940	\$319,000	\$78,260	\$160,000	\$39,400
2038	\$670,000	4.000%	\$133,200	\$803,200	\$176,000	\$35,000	\$329,000	\$65,300	\$165,000	\$32,900
2039	\$705,000	4.000%	\$105,700	\$810,700	\$186,000	\$27,760	\$344,000	\$51,840	\$175,000	\$26,100
2040	\$730,000	4.000%	\$77,000	\$807,000	\$191,000	\$20,220	\$359,000	\$37,780	\$180,000	\$19,000
2041	\$765,000	4.000%	\$47,100	\$812,100	\$200,000	\$12,400	\$375,000	\$23,100	\$190,000	\$11,600
2042	\$795,000	4.000%	\$15,900	\$810,900	\$210,000	\$4,200	\$390,000	\$7,800	\$195,000	\$3,900
<b>TOTAL</b>	<b>\$11,210,000</b>		<b>\$4,944,700</b>	<b>\$16,154,700</b>	<b>\$3,387,000</b>	<b>\$1,425,283</b>	<b>\$5,208,000</b>	<b>\$2,336,605</b>	<b>\$2,615,000</b>	<b>\$1,182,813</b>

Total Borrowed Funds	\$11,210,000	\$11,210,000	\$11,210,000
Percentage of Borrowed Funds	30.21%	46.46%	23.33%
Total Arbitrage Liability	\$374,272.14	\$374,272.14	\$374,272.14
% Fund Arbitrage Liability	\$113,082.94	\$173,881.29	\$87,307.91

**VILLAGE OF WILLIAMS BAY  
R-05-2026**

**RESOLUTION ACCEPTING 2025 BORROWED FUNDS ARBITRAGE REPORT AND  
APPROVING BORROWED FUNDS COMMITTED FUNDS**

**WHEREAS**, in 2022 the Village of Williams Bay Borrowed \$11.6M in General Obligation Bonds for the purpose of funding General Fund, Water & Sewer Capital Projects and spread out over the General Fund (30.21%); Water Fund (46.46%) and Sewer Fund (23.33%); and

**WHEREAS**, the Internal Revenue Service does not allow municipalities to keep interest on borrowed funds that exceeds the interest paid on borrowed funds as “positive arbitrage”; and

**WHEREAS**, in 2023 the Village contracted with Bingham Arbitrage (Bingham) to calculate the positive arbitrage amount on an annual basis; and

**WHEREAS**, The September 7, 2025 Bingham report (Exhibit A) calculated positive arbitrage totaling \$386,004 as of year #3; and

**WHEREAS**, in order to ensure that the funds are available to pay the positive arbitrage, it was recommended that the Village commit \$386,004 as set aside funds in the following amounts based upon the percentages for each fund as follows: General Fund = \$113,083; Water Fund = \$173,881; and Sewer Fund = \$87,308

**WHEREAS**, on January 5, 2026 the Water and Sewer Committee and Finance & Personnel Committee recommended approval of setting aside the committed funds as recommended; and

**WHEREAS**, on January 20, 2026, the Village of Williams Village Board, as recommended by the Village Water & Sewer Committee and Finance & Personnel Committee, determined that it is in the best interests of the Village and its residents to approve the set aside amounts as recommended.

**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 committing the following set aside amounts as follows: General Fund = \$113,083; Water Fund = \$173,881; and Sewer Fund = \$87,308, therefore. Approved by the Village Board of the Village of Williams Bay this 20<sup>th</sup> day of January 2026.

**VILLAGE OF WILLIAMS BAY**

By: \_\_\_\_\_  
Adam Jarmillo, President

Attest: \_\_\_\_\_  
Tina Kolls, Clerk

**EXHIBIT A**

**Bingham Arbitrage Report, September 7, 2025**

**CODE ENFORCEMENT SERVICES CONTRACT BETWEEN  
THE VILLAGE OF WILLIAMS BAY AND MUNICIPAL CODE ENFORCEMENT, LLC**

**THIS AGREEMENT** is between the **Village of Williams Bay, 250 Williams St, Williams Bay, WI 53191** (hereinafter “**Village**”) and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter “**MCE**”) as of this **20th** day of **October, 2025**.

**RECITALS:**

**WHEREAS**, the Village requires code enforcement services; and

**WHEREAS**, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of citations, administration of landlord licensing and vacant building programs, and other miscellaneous code enforcement activities; and

**WHEREAS**, the Village and MCE desire to contract with each other for such code enforcement services as set forth herein, to be provided by MCE to the Village; and

**WHEREAS**, the Village agrees to compensate MCE at the rate set forth herein for performing these services.

**NOW THEREFORE**, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

**1.) SCOPE OF SERVICES** – MCE agrees to provide the Village with the following code enforcement services:

- **Violation Monitoring**
  - Property Maintenance
  - Unsightly Debris
  - Weeds, Grass, Trees, or Other Vegetation
  - Junked, Unlicensed, or Abandoned Vehicles/Boats
  - Snow Removal
    - When a violation is present pertaining to any of the items above, orders will be sent to the property owner with details of the violation and a deadline to come into compliance. After the compliance deadline has passed, a re-inspection of the property will take place to determine the status of the violation and further action will be taken, as necessary, which may include any of the following:
      - Direct communications with property owners
        - Phone call or email
      - Final notice

- Granting of extensions if warranted based on the judgment of MCE after consultation with the Village
- Issuing municipal citations through the Village police department
- Nuisance abatement pursuant to Village Code
  - Costs billed to property owner, according to fee schedule set forth in the Williams Bay Municipal Code (hereinafter “Code”) as updated from time to time with guidance of MCE, possibly resulting in possible special charges against property owner.
- **Municipal Programs:**
  - Vacant Building Program
  - Landlord Licensing Rental Inspection Program
  - Short-Term Rental Inspection Licensing Program
  - Tree Removal Permitting Program
  - Liquor Licensing Program
  - Restaurant Grease Trap Compliance Program
- **Additional Tasks:**
  - Building Condemnation
  - Court Attendance and Evidence Preparation
  - Review and Recommendations for Improvement to Municipal Code of Ordinances
  - Collaboration with Building Inspector
  - Continuous Improvement of Municipal Codes and Ordinances
  - Other Issues/Complaints/Nuisances
    - Landlord/Tenant/Neighbor Dispute Mediation
    - Safety Hazard Elimination

**2.) DUTIES** – MCE shall perform the code enforcement services set out in the Scope of Services above for the Village. MCE’s jurisdiction shall be concurrent with the Village’s boundaries including extraterritorial boundaries. Within said jurisdiction, and in the performance of those duties, MCE shall have the full lawful authority and responsibility to enforce the Code and issue citations, specific Chapters and Sections of the Code, including ordinances for which a statutory counterpart exists. MCE’s agents and employees shall not have the authority to make arrests for violations of the Code. It is specifically the intent of the parties that MCE is not a law enforcement officer within the meaning of Wis. Stat. § 165.85(2)(c). MCE shall cooperate with the Village’s Police Department in investigating and issuing citations and other pursuing other enforcement activity as needed by the Village’s Police Department to complete matters originating with MCE’s investigative and Code enforcement duties.

**3.) HOURS AND COMPENSATION** – Unless otherwise agreed upon by both parties, MCE shall provide no more than **25 hours per week** in code enforcement services and

shall be compensated at the rate of **\$52.00 per hour**. MCE shall send the Village an invoice every month detailing the number of hours provided and the amount owed. If an automatic renewal of this contract is enacted, as detailed below, this hourly rate shall increase by 3%, rounded to the nearest dollar, for each year that the automatic renewal takes place.

**4.) TERMS OF CONTRACT** – This contract shall begin **January 1, 2026** and end on **December 31, 2026**. This contract shall automatically renew, unless an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

**5.) DOCUMENTS AND OPEN RECORDS REQUESTS** – All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the Village and shall be turned over to the Village upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the Village of Williams Bay within five (5) business days of written request to MCE.

**6.) MONTHLY REPORT** – MCE shall provide the Village Administrator with a monthly report containing a summary of its work on Village matters for each month of the Contract term for the prior month's work. The report shall be delivered to the Village Administrator by the tenth (10<sup>th</sup>) day of each month.

**7.) TERMINATION WITHOUT CAUSE** – Notwithstanding the contract term specified in this contract, both the Village and MCE shall have the right to terminate this contract, without cause, by giving 90 days' written notice to the other party.

**8.) TERMINATION WITH CAUSE** – Notwithstanding the contract term specified in this contract, the Village of Williams Bay shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactory work. In the event the Village decides to terminate the contract for failure to perform satisfactorily, the Village shall provide MCE at least thirty (30) days' written notice prior to the date of termination.

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date of termination that were accepted by the Village.

**9.) ASSIGNMENT** – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the Village.

**10.) INSURANCE** – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the Village Clerk

verifying these coverages, including any required endorsements or riders, during the term of this contract:

- General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
- Automobile Liability Insurance
- The Village of Williams Bay shall be named as an additional insured on MCE's insurance policies, on a primary and non-contributory basis, with subrogation rights against the Village waived.

**11.) INDEPENDENT CONTRACTOR** – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the Village of Williams Bay and shall not be entitled to any benefits enjoyed by employees of the Village. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the Village while acting within the scope of the services performed under this contract.

**12.) INDEMNIFICATION** – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the Village, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the Village, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee, representative, or agent of MCE. MCE shall have no obligations under this section to the extent that any Claim arises as a result of MCE's compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the Village and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and caselaw. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

**13.) APPLICABLE LAW** – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

**14.) SEVERABILITY** – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract,

and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

**15.) ENTIRE AGREEMENT** – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

\_\_\_\_\_  
Allison Schwark, Municipal Code Enforcement, LLC Date

\_\_\_\_\_  
NAME, TITLE Date

ATTEST:

\_\_\_\_\_  
NAME, TITLE Date

VILLAGE OF WILLIAMS BAY CAPITAL IMPROVEMENT PLAN

2026-2031 ALL PROJECTS

	2026	2027	2028	2029	2030	2031	Total
<b>EST. BEGINNING FUND BALANCE</b>							
<b>FUNDING SOURCES</b>							
FUTURE GO LEVY SUPPORTED	\$ 972,457	\$ 415,000	\$ 3,645,000	\$ 80,000	\$ 95,000	\$ 6,018,000	\$ 11,225,457
FUTURE WATER PROCEEDS			\$ 372,419		\$ 1,100,000	\$ 1,300,000	\$ 2,772,419
FUTURE SEWER PROCEEDS			\$ 264,248		\$ 1,000,000		\$ 1,264,248
LRIP SUPPORTED			\$ 700,000				\$ 700,000
TOURISM SUPPORTED			\$ 1,000,000	\$ 465,000	\$ 600,000		\$ 2,065,000
CW LOAN PROCEEDS	\$ 1,250,000	\$ 100,000	\$ 335,752				\$ 1,685,752
SW LOAN PROCEEDS	\$ 596,500	\$ 75,000	\$ 1,127,581				\$ 1,799,081
2022 BOND PROCEEDS	\$ 89,983						\$ 89,983
<b>TOTAL SOURCES</b>	<b>\$ 2,908,940</b>	<b>\$ 590,000</b>	<b>\$ 7,445,000</b>	<b>\$ 545,000</b>	<b>\$ 2,795,000</b>	<b>\$ 7,318,000</b>	<b>\$ 21,601,940</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 2,908,940</b>	<b>\$ 590,000</b>	<b>\$ 7,445,000</b>	<b>\$ 545,000</b>	<b>\$ 2,795,000</b>	<b>\$ 7,318,000</b>	
<b>USES BY CATEGORY</b>							
Walworth Avenue WM	\$ 596,500						\$ 596,500
Gravity Sewer Replacement	\$ 1,250,000						\$ 1,250,000
Loch Vista Water Main					\$ 1,100,000		\$ 1,100,000
Well 2 Roof		\$ 30,000					\$ 30,000
Well 3 Roof		\$ 30,000					\$ 30,000
Building Tuckpointing		\$ 15,000					\$ 15,000
Geneva Street WM Replacement						\$ 600,000	\$ 600,000
Walworth Avenue Repairs		\$ 100,000					\$ 100,000
Geneva Street - STH 67							\$ -
Harris Road FM In Geneva St					\$ 1,000,000		\$ 1,000,000
PW Salt Barn		\$ 25,000					\$ 25,000
PW Furnance Replacement	\$ 12,000						\$ 12,000
Utility Vehicle	\$ 30,000						\$ 30,000
Mower	\$ 32,000						\$ 32,000
Chipper			\$ 50,000				\$ 50,000
DPW truck		\$ 45,000					\$ 45,000
DPW Plow Truck	\$ 300,000						\$ 300,000
Parking Lot Improvements			\$ 10,000				\$ 10,000
Library Carpet & Flooring	\$ 17,000						\$ 17,000
Library Bathroom Updates	\$ 6,000						\$ 6,000
Library Exterior Painting			\$ 20,000				\$ 20,000
Library Breaker Panel			\$ 10,000				\$ 10,000
Fire Station			???				\$ -
Lions Park Concessions			\$ 15,000				\$ 15,000
Lions Park Walking Path				\$ 65,000			\$ 65,000
Squad Vests				\$ 10,000			\$ 10,000
Squad Car	\$ 90,000	\$ 95,000			\$ 95,000		\$ 280,000
Mobile Speed Board Signs	\$ 5,440						\$ 5,440
East Beach Improvements				\$ 200,000			\$ 200,000
Beachhouse Rehabilitation				\$ 200,000			\$ 200,000
Bank Building Purchase/Update EMS	\$ 400,000						\$ 400,000
Recreation Department Truck				\$ 45,000			\$ 45,000
Main and Emergency Entries	\$ 125,000						\$ 125,000
Pine Tree Removal/Replacement	\$ 30,000						\$ 30,000
Landscaping Upgrades				\$ 25,000			\$ 25,000
Green Initiative		\$ 50,000					\$ 50,000
Document Scanning	\$ 15,000						\$ 15,000
Walworth Ave			\$ 700,000				\$ 700,000
Geneva Street - STH 67							\$ -
Geneva St./Cedar Point Dr.			\$ 2,400,000				\$ 2,400,000
Geneva Street Bridge			\$ 40,000				\$ 40,000
Boat Launch Parking Lot/Turn Around					\$ 600,000		\$ 600,000
W. Geneva Sewer Laterails (2031)					\$ -	\$ 700,000	\$ 700,000
Non Participating Funds - W Geneva St (2031)						\$ 6,018,000	\$ 6,018,000
Lions Park Combo Baseball/Softball Field							\$ -
Lions Park Batting Cage Replacement		\$ 35,000					\$ 35,000
Removal of Theatre Rd Baseball Field							\$ -
Pollinator Plots & Theatre Rd							\$ -
Edgewater Park Playground Improvements		\$ 150,000					\$ 150,000
Lions Park Playground Expansion			\$ 200,000				\$ 200,000
Utility Vehicle		\$ 15,000					\$ 15,000
Elementary School Area Street Improvements			\$ 900,000				\$ 900,000
Elementary School Area Water Improvements			\$ 1,500,000				\$ 1,500,000
Elementary School Area Sewer Improvements			\$ 600,000				\$ 600,000
Theater Road Pathway			\$ 1,000,000				\$ 1,000,000
Theatre Rd Tennis Court Lights							\$ -
HVAC Upgrades   Lions Field House							\$ -
Hard Surface Parking @ Theatre							\$ -
<b>TOTAL USES BY CATEGORY</b>	<b>\$ 2,908,940</b>	<b>\$ 590,000</b>	<b>\$ 7,445,000</b>	<b>\$ 545,000</b>	<b>\$ 2,795,000</b>	<b>\$ 7,318,000</b>	<b>\$ 21,601,940</b>
<b>EST. ENDING FUND BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**VILLAGE OF WILLIAMS BAY**  
**RESOLUTION R-07-26**

**ADOPTING THE 2026 CAPITAL IMPROVEMENT PLAN (CIP)  
FOR THE VILLAGE OF WILLIAMS BAY**

**WHEREAS**, the Finance and Personnel Committee reviewed the draft Capital Improvement Plan (CIP) as part of the Village’s annual budget process; and

**WHEREAS**, the Village Board has reviewed the proposed revenues and the proposed capital expenditures for all purposes and has directed that the 2026 CIP be prepared accordingly; and

**WHEREAS**, the Finance and Personnel Committee reviewed the CIP on January 5, 2026 and recommended approval of the 2025 CIP.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Williams Bay, Wisconsin that the 2026 Capital Improvement Plan which is attached hereto (Exhibit A) as and made a part hereof, is hereby approved.

Passed and adopted this 20<sup>th</sup> day of January 2026.

VILLAGE OF WILLIAMS BAY:

\_\_\_\_\_  
Adam Jaramillo, Village President

ATTEST:

\_\_\_\_\_  
Tina Kolls, Village Clerk

**EXHIBIT A:**

**Village of Williams Bay 2025 Capital Improvements Plan (CIP)**

## David Lothspeich

---

**To:** Mullen, Kevin; Ruechel, Adam  
**Cc:** Tina Kolls; Wiencek, Tim  
**Subject:** RE: Updated Williams Bay CIP

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**From:** Mullen, Kevin <KMullen@rwbaird.com>  
**Sent:** Tuesday, December 30, 2025 8:48 AM  
**To:** David Lothspeich <admin@vi.williamsbay.wi.gov>; Ruechel, Adam <aruechel@rwbaird.com>  
**Cc:** Tina Kolls <clerk@vi.williamsbay.wi.gov>; Wiencek, Tim <TWiencek@rwbaird.com>  
**Subject:** RE: Updated Williams Bay CIP

Good morning , Dave,

We have prepared three spreadsheets related to financing the Villages proposed capital project needs, as described in the most recent CIP plan.

These borrowings reflect the projects that are funded with the tax levy. Our goal was to establish a path to funding all the projects described while maintaining future levy capacity for projects beyond 2031. We've shifted some of the projects in 2028 into the earlier borrowing in 2026. We did this to balance the size of the borrowings. This can shift as our conversations evolve.

**Scenario 1** illustrates three financings that have been put in place with the goal of maintaining a levy close to the current levy ( \$900,000). The scenario is included to illustrate the difficulty of that goal. You will notice two challenges with this option; there is very little principal is retired within the first 11 years of the borrowing; this option does not build in flexibility for future projects.

**Scenario 2** targets an annual increase in the debt service levy of approximately \$100,000. Annual debt service payments increase to \$1,439,000 in 2032. They begin to decrease after that, intentionally leaving capacity for future needs.

**Scenario 2a** illustrates Borrowing \$2,000,000 every other year into the future. We've included this as a hypothetical planning tool to demonstrate the flexibility that this Option 2 provides.

Let me know if you would like to discuss these. I am available most of the day, today, Friday afternoon and Monday morning, prior to 10:00 and after 11:00.

I hope you had a wonderful holiday. Happy new year!

Kevin

Kevin M. Mullen  
Director  
Public Finance  
Baird  
777 East Wisconsin Avenue (25th floor)  
Milwaukee, WI 53202  
(o) (414) 765-8709  
(m) (414) 312-3275

[kmullen@rwbaird@gmail.com](mailto:kmullen@rwbaird@gmail.com) | [rwbaird.com/PublicFinance](http://rwbaird.com/PublicFinance)

**Scenario 1 - ~\$900K Combined Levy Supported Debt Service Target**

**VILLAGE OF WILLIAMS BAY  
HYPOTHETICAL LONG-TERM LEVY SUPPORTED FINANCING PLAN**

LEVY YEAR	YEAR DUE	EXISTING LEVY SUPPORTED DEBT SERVICE	PRELIMINARY - 2026			PRELIMINARY - 2028			PRELIMINARY - 2030			COMBINED LEVY SUPPORTED DEBT SERVICE	YEAR DUE
			PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) AVG= 5.00%	TOTAL	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) AVG= 5.00%	TOTAL	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) AVG= 5.00%	TOTAL		
					<b>\$2,590,000</b>			<b>\$2,525,000</b>			<b>\$6,115,000</b>		
			GENERAL OBLIGATION PROMISSORY NOTES Dated: July 9, 2026 (First Interest: April 1, 2027)			GENERAL OBLIGATION PROMISSORY NOTES Dated: July 1, 2028 (First Interest: April 1, 2029)			GENERAL OBLIGATION PROMISSORY NOTES Dated: July 1, 2030 (First Interest: April 1, 2031)				
2025	2026	\$853,312										\$853,312	2026
2026	2027	\$685,289	\$55,000	\$157,622	\$212,622							\$897,911	2027
2027	2028	\$691,951	\$80,000	\$124,750	\$204,750							\$896,701	2028
2028	2029	\$746,855		\$122,750	\$122,750		\$157,813	\$157,813				\$1,027,417	2029
2029	2030	\$742,368		\$122,750	\$122,750		\$126,250	\$126,250				\$991,368	2030
2030	2031	\$742,361		\$122,750	\$122,750		\$126,250	\$126,250	\$382,188	\$382,188		\$1,373,548	2031
2031	2032	\$574,872		\$122,750	\$122,750		\$126,250	\$126,250	\$305,750	\$305,750		\$1,129,622	2032
2032	2033	\$413,515		\$122,750	\$122,750		\$126,250	\$126,250	\$305,750	\$305,750		\$968,265	2033
2033	2034	\$416,432		\$122,750	\$122,750		\$126,250	\$126,250	\$305,750	\$305,750		\$971,182	2034
2034	2035	\$414,404		\$122,750	\$122,750		\$126,250	\$126,250	\$305,750	\$305,750		\$969,154	2035
2035	2036	\$415,610		\$122,750	\$122,750		\$126,250	\$126,250	\$305,750	\$305,750		\$970,360	2036
2036	2037	\$415,573		\$122,750	\$122,750		\$126,250	\$126,250	\$305,750	\$305,750		\$970,323	2037
2037	2038	\$211,000	\$135,000	\$119,375	\$254,375		\$126,250	\$126,250	\$305,750	\$305,750		\$897,375	2038
2038	2039	\$213,760	\$140,000	\$112,500	\$252,500		\$126,250	\$126,250	\$305,750	\$305,750		\$898,260	2039
2039	2040	\$211,220	\$150,000	\$105,250	\$255,250		\$126,250	\$126,250	\$305,750	\$305,750		\$898,470	2040
2040	2041	\$212,400	\$155,000	\$97,625	\$252,625		\$126,250	\$126,250	\$305,750	\$305,750		\$897,025	2041
2041	2042	\$214,200	\$160,000	\$89,750	\$249,750		\$126,250	\$126,250	\$305,750	\$305,750		\$895,950	2042
2042	2043		\$390,000	\$76,000	\$466,000		\$126,250	\$126,250	\$305,750	\$305,750		\$898,000	2043
2043	2044		\$410,000	\$56,000	\$466,000		\$126,250	\$126,250	\$305,750	\$305,750		\$898,000	2044
2044	2045		\$430,000	\$35,000	\$465,000		\$126,250	\$126,250	\$305,750	\$305,750		\$897,000	2045
2045	2046		\$485,000	\$12,125	\$497,125		\$126,250	\$126,250	\$305,750	\$305,750		\$929,125	2046
2046	2047					\$475,000	\$114,375	\$589,375	\$305,750	\$305,750		\$895,125	2047
2047	2048					\$2,050,000	\$51,250	\$2,101,250	\$305,750	\$305,750		\$2,407,000	2048
2048	2049								\$605,000	\$290,625	\$895,625	\$895,625	2049
2049	2050								\$5,510,000	\$137,750	\$5,647,750	\$5,647,750	2050
		\$8,175,122	\$2,590,000	\$2,090,747	\$4,680,747	\$2,525,000	\$2,469,688	\$4,994,688	\$6,115,000	\$6,008,313	\$12,123,313	\$29,973,869	

Note: Levy supported debt only. Enterprise supported debt is not shown in this illustration.

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**Scenario 2 - without Future Borrowings Every-Other-Year**

**VILLAGE OF WILLIAMS BAY  
HYPOTHETICAL LONG-TERM LEVY SUPPORTED FINANCING PLAN**

LEVY YEAR	YEAR DUE	EXISTING LEVY SUPPORTED DEBT SERVICE	PRELIMINARY - 2026			PRELIMINARY - 2028			PRELIMINARY - 2030			COMBINED LEVY SUPPORTED DEBT SERVICE	YEAR DUE
			PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) AVG= 5.00%	TOTAL	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) AVG= 5.00%	TOTAL	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) AVG= 5.00%	TOTAL		
					<b>\$2,590,000</b>			<b>\$2,525,000</b>			<b>\$6,115,000</b>		
					<b>GENERAL OBLIGATION PROMISSORY NOTES</b>			<b>GENERAL OBLIGATION PROMISSORY NOTES</b>			<b>GENERAL OBLIGATION PROMISSORY NOTES</b>		
					Dated: July 9, 2026 (First Interest: April 1, 2027)			Dated: July 1, 2028 (First Interest: April 1, 2029)			Dated: July 1, 2030 (First Interest: April 1, 2031)		
2025	2026	\$853,312										\$853,312	2026
2026	2027	\$685,289	\$110,000	\$156,247	\$266,247							\$951,536	2027
2027	2028	\$691,951	\$240,000	\$118,000	\$358,000							\$1,049,951	2028
2028	2029	\$746,855		\$112,000	\$112,000	\$135,000	\$154,438	\$289,438				\$1,148,292	2029
2029	2030	\$742,368		\$112,000	\$112,000	\$280,000	\$112,500	\$392,500				\$1,246,868	2030
2030	2031	\$742,361		\$112,000	\$112,000		\$105,500	\$105,500			\$382,188	\$1,342,048	2031
2031	2032	\$574,872		\$112,000	\$112,000		\$105,500	\$105,500	\$350,000	\$297,000	\$647,000	\$1,439,372	2032
2032	2033	\$413,515	\$115,000	\$109,125	\$224,125	\$100,000	\$103,000	\$203,000	\$255,000	\$281,875	\$536,875	\$1,377,515	2033
2033	2034	\$416,432	\$120,000	\$103,250	\$223,250	\$100,000	\$98,000	\$198,000	\$210,000	\$270,250	\$480,250	\$1,317,932	2034
2034	2035	\$414,404	\$125,000	\$97,125	\$222,125	\$100,000	\$93,000	\$193,000	\$220,000	\$259,500	\$479,500	\$1,309,029	2035
2035	2036	\$415,610	\$130,000	\$90,750	\$220,750	\$100,000	\$88,000	\$188,000	\$235,000	\$248,125	\$483,125	\$1,307,485	2036
2036	2037	\$415,573	\$140,000	\$84,000	\$224,000	\$105,000	\$82,875	\$187,875	\$245,000	\$236,125	\$481,125	\$1,308,573	2037
2037	2038	\$211,000	\$145,000	\$76,875	\$221,875	\$110,000	\$77,500	\$187,500	\$260,000	\$223,500	\$483,500	\$1,103,875	2038
2038	2039	\$213,760	\$155,000	\$69,375	\$224,375	\$120,000	\$71,750	\$191,750	\$270,000	\$210,250	\$480,250	\$1,110,135	2039
2039	2040	\$211,220	\$160,000	\$61,500	\$221,500	\$125,000	\$65,625	\$190,625	\$285,000	\$196,375	\$481,375	\$1,104,720	2040
2040	2041	\$212,400	\$170,000	\$53,250	\$223,250	\$130,000	\$59,250	\$189,250	\$300,000	\$181,750	\$481,750	\$1,106,650	2041
2041	2042	\$214,200	\$180,000	\$44,500	\$224,500	\$135,000	\$52,625	\$187,625	\$315,000	\$166,375	\$481,375	\$1,107,700	2042
2042	2043		\$185,000	\$35,375	\$220,375	\$145,000	\$45,625	\$190,625	\$330,000	\$150,250	\$480,250	\$891,250	2043
2043	2044		\$195,000	\$25,875	\$220,875	\$150,000	\$38,250	\$188,250	\$345,000	\$133,375	\$478,375	\$887,500	2044
2044	2045		\$205,000	\$15,875	\$220,875	\$160,000	\$30,500	\$190,500	\$365,000	\$115,625	\$480,625	\$892,000	2045
2045	2046		\$215,000	\$5,375	\$220,375	\$170,000	\$22,250	\$192,250	\$385,000	\$96,875	\$481,875	\$894,500	2046
2046	2047					\$175,000	\$13,625	\$188,625	\$405,000	\$77,125	\$482,125	\$670,750	2047
2047	2048					\$185,000	\$4,625	\$189,625	\$425,000	\$56,375	\$481,375	\$671,000	2048
2048	2049								\$445,000	\$34,625	\$479,625	\$479,625	2049
2049	2050								\$470,000	\$11,750	\$481,750	\$481,750	2050
		\$8,175,122	\$2,590,000	\$1,594,497	\$4,184,497	\$2,525,000	\$1,424,438	\$3,949,438	\$6,115,000	\$3,629,313	\$9,744,313	\$26,053,369	

Note: Levy supported debt only. Enterprise supported debt is not shown in this illustration.

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**Scenario 2a - \$2 Million Borrowings Every-Other-Year**

**VILLAGE OF WILLIAMS BAY  
HYPOTHETICAL LONG-TERM LEVY SUPPORTED FINANCING PLAN**

LEVY YEAR	YEAR DUE	EXISTING LEVY SUPPORTED DEBT SERVICE	PRELIMINARY - 2026 <b>\$2,590,000</b> GENERAL OBLIGATION PROMISSORY NOTES Dated: July 9, 2026 (First Interest: April 1, 2027)			PRELIMINARY - 2028 <b>\$2,525,000</b> GENERAL OBLIGATION PROMISSORY NOTES Dated: July 1, 2028 (First Interest: April 1, 2029)			PRELIMINARY - 2030 <b>\$6,115,000</b> GENERAL OBLIGATION PROMISSORY NOTES Dated: July 1, 2030 (First Interest: April 1, 2031)			FUTURE LEVY SUPPORTED FINANCINGS (A) (B)	COMBINED LEVY SUPPORTED DEBT SERVICE	YEAR DUE	
			PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) AVG= 5.00%	TOTAL	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) AVG= 5.00%	TOTAL	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) AVG= 5.00%	TOTAL				
2025	2026	\$853,312													
2026	2027	\$685,289	\$110,000	\$156,247	\$266,247									\$853,312	2026
2027	2028	\$691,951	\$240,000	\$118,000	\$358,000									\$951,536	2027
2028	2029	\$746,855		\$112,000	\$112,000	\$135,000	\$154,438	\$289,438						\$1,049,951	2028
2029	2030	\$742,368		\$112,000	\$112,000	\$280,000	\$112,500	\$392,500						\$1,148,292	2029
2030	2031	\$742,361		\$112,000	\$112,000		\$105,500	\$105,500						\$1,246,868	2030
2031	2032	\$574,872		\$112,000	\$112,000		\$105,500	\$105,500	\$350,000	\$382,188	\$382,188			\$1,342,048	2031
2032	2033	\$413,515	\$115,000	\$109,125	\$224,125	\$100,000	\$103,000	\$203,000	\$255,000	\$297,000	\$647,000			\$1,439,372	2032
2033	2034	\$416,432	\$120,000	\$103,250	\$223,250	\$100,000	\$98,000	\$198,000	\$210,000	\$281,875	\$536,875	\$164,000		\$1,541,515	2033
2034	2035	\$414,404	\$125,000	\$97,125	\$222,125	\$100,000	\$93,000	\$193,000	\$220,000	\$270,250	\$480,250	\$322,250		\$1,640,182	2034
2035	2036	\$415,610	\$130,000	\$90,750	\$220,750	\$100,000	\$88,000	\$188,000	\$235,000	\$259,500	\$479,500	\$430,875		\$1,739,904	2035
2036	2037	\$415,573	\$140,000	\$84,000	\$224,000	\$105,000	\$82,875	\$187,875	\$245,000	\$248,125	\$483,125	\$492,125		\$1,799,610	2036
2037	2038	\$211,000	\$145,000	\$76,875	\$221,875	\$110,000	\$77,500	\$187,500	\$260,000	\$236,125	\$481,125	\$488,750		\$1,797,323	2037
2038	2039	\$213,760	\$155,000	\$69,375	\$224,375	\$120,000	\$71,750	\$191,750	\$270,000	\$223,500	\$483,500	\$692,125		\$1,796,000	2038
2039	2040	\$211,220	\$160,000	\$61,500	\$221,500	\$125,000	\$65,625	\$190,625	\$285,000	\$210,250	\$480,250	\$687,125		\$1,797,260	2039
2040	2041	\$212,400	\$170,000	\$53,250	\$223,250	\$130,000	\$59,250	\$189,250	\$285,000	\$196,375	\$481,375	\$693,625		\$1,798,345	2040
2041	2042	\$214,200	\$180,000	\$44,500	\$224,500	\$135,000	\$52,625	\$187,625	\$300,000	\$181,750	\$481,750	\$691,625		\$1,798,275	2041
2042	2043		\$185,000	\$35,375	\$220,375	\$145,000	\$45,625	\$190,625	\$315,000	\$166,375	\$481,375	\$691,375		\$1,799,075	2042
2043	2044		\$195,000	\$25,875	\$220,875	\$150,000	\$38,250	\$188,250	\$330,000	\$150,250	\$480,250	\$907,375		\$1,798,625	2043
2044	2045		\$205,000	\$15,875	\$220,875	\$160,000	\$30,500	\$190,500	\$345,000	\$133,375	\$478,375	\$909,375		\$1,796,875	2044
2045	2046		\$215,000	\$5,375	\$220,375	\$170,000	\$22,250	\$192,250	\$365,000	\$115,625	\$480,625	\$907,750		\$1,799,750	2045
2046	2047					\$175,000	\$13,625	\$188,625	\$385,000	\$96,875	\$481,875	\$902,750		\$1,797,250	2046
2047	2048					\$185,000	\$4,625	\$189,625	\$405,000	\$77,125	\$482,125	\$1,128,625		\$1,799,375	2047
2048	2049								\$425,000	\$56,375	\$481,375	\$1,125,125		\$1,796,125	2048
2049	2050								\$445,000	\$34,625	\$479,625	\$1,317,875		\$1,797,500	2049
									\$470,000	\$11,750	\$481,750	\$1,316,625		\$1,798,375	2050
		<b>\$8,175,122</b>	<b>\$2,590,000</b>	<b>\$1,594,497</b>	<b>\$4,184,497</b>	<b>\$2,525,000</b>	<b>\$1,424,438</b>	<b>\$3,949,438</b>	<b>\$6,115,000</b>	<b>\$3,629,313</b>	<b>\$9,744,313</b>	<b>\$13,869,375</b>	<b>\$39,922,744</b>		

Note: Levy supported debt only. Enterprise supported debt is not shown in this illustration.

- (A) Assumes \$2,000,000 issued every-other-year beginning in 2032. Assumes 20-year repayment using planning interest rates of 5.00%.
- (B) This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as, advice.

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**VILLAGE OF WILLIAMS BAY  
RESOLUTION NO. R-09-26**

**APPROVING 1<sup>st</sup> AMENDMENT TO VILLAGE  
ADMINISTRATOR EMPLOYMENT AGREEMENT**

**THIS FIRST AMENDMENT**, made and entered into as of this 20th day of January, 2026, by and between the VILLAGE OF WILLIAMS BAY, a Wisconsin municipal corporation (the “Village”), and DAVID A. LOTH SPEICH (“Lothspeich”).

**WITNESSETH:**

**WHEREAS**, the Village and Lothspeich have heretofore entered into that certain Village Administrator Employment Agreement dated January 30 , 2023 (the “Agreement”); and

**WHEREAS**, effective January 20, 2026, this 1<sup>st</sup> Amendment shall hereinafter be referred to as the “Amended Agreement”; and

**WHEREAS**, the Village desires to amend the terms, provisions, and conditions of the Agreement; and

**WHEREAS**, Lothspeich desires to accept the amended terms, provisions, and conditions of employment as hereinafter set forth; and

**WHEREAS**, the terms and conditions of employment of a Village Administrator are within the scope of the governmental affairs of the Village of Williams Bay;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Village and Lothspeich agree as follows:

**SECTION ONE: Premises.** The foregoing recitals are hereby incorporated as if fully set forth herein.

**SECTION TWO: Amendment to Subsection 2 of the Agreement.** The following amended “Term of Office” shall fully replace Section 2 of the Agreement which shall be and is hereby amended in its entirety so that said Subsection shall hereafter be and read as follows:

**Term of Office.** The effective date of this 1<sup>ST</sup> Amendment to the Agreement shall be January 20, 2026. The first date of employment was March 20, 2023. Employee is an at-will employee and is appointed to a three-year (3) term, commencing March 20, 2026 and expiring at 11:50 PM on March 19, 2029 subject to termination for cause or without cause at any time.

**SECTION THREE: Continued Effect.** Except as specifically amended in this 1<sup>st</sup> Amendment, the terms and provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties hereto have duly executed this instrument as of the day and year first written above.

VILLAGE OF WILLIAMS BAY

By: \_\_\_\_\_  
Adam Jaramillo, Village President

ATTEST:

\_\_\_\_\_  
Tina Kolls, Village Clerk

DAVID A. LOTH SPEICH

\_\_\_\_\_  
David A. Lothspeich

ATTEST:

\_\_\_\_\_

## EMPLOYMENT AGREEMENT

**WHEREAS**, the Village of Williams Bay, Wisconsin (“Village”) desires to employ David Lothspeich (“Employee”) as the Village Administrator; and,

**WHEREAS**, the Village and the Employee desire to enter into an agreement for the duties, compensation, benefits, and other conditions of employment with the Village.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

**1. Duties**

- a. The Village agrees to employ Employee as Village Administrator to perform the duties specified in the Williams Bay Code of Municipal Ordinances, Williams Bay Village Policies, the laws of the State of Wisconsin, Wisconsin Statutes Chapter 61, the duties listed in the job description for this position, and other legally permissible and proper duties, as assigned by the Village Board.
- b. Employee agrees to serve as Village Administrator and perform all duties specified in the Williams Bay Village Code of Municipal Ordinances, Williams Bay Village Policies, the laws of the State of Wisconsin, Wisconsin Statutes Chapter 61, the duties listed in the job description for this position, and other legally permissible and proper duties, as assigned by the Village Board.
- c. The Village and Employee agree that the Village Administrator will provide input on ordinances, resolutions and policies and execute the decisions of the Village Board. The Village Administrator has the authority to make day-to-day operational decisions and will provide policy guidance and direction to Village employees.

**2. Term of Office.** The effective date of this Agreement shall be January 30, 2023. The first date of employment shall be March 20, 2023. Employee is an at-will employee and is appointed to a three-year term, expiring at 11:59 PM on March 19, 2026 subject to termination for cause or without cause at any time.

**3. Salary.** Employee shall receive an annual salary of \$110,000 (One-Hundred and Ten-Thousand Dollars) pro-rated from the commencement of employment through December 31, 2023. Thereafter, the salary shall be determined annually by the Village Board in accordance with the pay policies of the Village. This Agreement shall be automatically amended to reflect any salary adjustments. Employer shall not reduce the salary and/or benefits of Employee unless the salary and/or benefits of all non-represented employees are reduced in the same manner and by the same percentage. If Employee’s salary and/or benefits are reduced in a different manner and/or by a greater percentage than those of other non-represented employees,

Employee has the option of deeming his employment terminated and receiving the severance terms described in section 8(b) of this agreement.

**4. Performance Review.**

- a. Employee shall receive a performance review at least once annually, with the Village to determine the process with the input of the Employee. The review also will consist of establishing annual goals.
- b. The Village Board shall conduct the evaluation of Employee.
- c. The annual evaluation of Employee shall be used to determine any merit adjustment in salary.

**5. Employee Benefits.**

- a. Village shall provide Employee all benefits listed and defined in the Williams Bay Village Personnel Policies and Procedures Manual which may from time to time be amended by the Village Board (Manual).
- b. Employee shall be credited with 10 (ten) years of continuous service at the commencement of this contract for purposes of calculating vacation benefits and shall receive vacation prospectively based on that tenure. Beginning on the first day of employment, Employee shall be eligible to accrue sick leave and use sick leave to the extent that it has been accrued.
- c. Employee shall receive eight (8) hours of sick leave earned per month in accordance with the Manual up to the permitted maximum of nine hundred sixty (960) hours.
- d. Employee shall have use of a cell phone provided by Village. To avoid having to carry a second phone, Employee may make personal use of the Village-provided cell phone. Employee understands that data contained on the phone may be subject to production and inspection under the Wisconsin Public Records law.
- e. Employee shall be reimbursed at the applicable IRS rate for business use of his personal vehicle. This does not apply to commuting to and from work.
- f. The six-month probationary period set forth in Section 5.1 of the Manual shall not apply.

- 6. Hours of Work.** It is expected that Employee shall work during the normal office hours of the Village. In recognition of the fact that Employee may be required to attend meetings regularly which occur outside of normal Village Hall office hours, the Employee may adjust the work schedule as long as all work is completed in an appropriate and timely manner and in consultation with the Village President.

7. **Notice of resignation.** If Employee voluntarily resigns from the position of Administrator, Employee shall provide Village with a minimum of forty-five (45) calendar days written notice, in advance, unless such notice is waived by the concurrence of a majority of the Village Board. Notice of resignation shall be provided to the Village President.

8. **Termination.**

a. **Termination for Cause.** If Employee is terminated for cause, Village shall provide written notice of cause or causes of termination and an opportunity for a hearing. However, the decision of the Village Board shall be final. For the purposes of this Agreement, "Cause" shall mean inefficiency, neglect of duty, official misconduct, and malfeasance in office, as defined in Wis. Stat. §17.001. If the Employee is terminated for cause, then the Village shall have no obligation to pay the severance payment designated in section (b) below.

b. **Termination without Cause.** Except as provided in b (1), if Employee is terminated without cause, then the Village agrees to pay Employee severance compensation equal to six months aggregate salary and pay the employer's contribution to health insurance premiums for six months following termination, or any combination of severance compensation and notice providing six months of financial protection. The method of providing severance payment and the Employee's share of health insurance premium shall be paid as determined by the Village. The severance payment and the health insurance coverage shall constitute a full settlement payment to the Employee of all existing claims regarding employment with the Village. The Village's obligation to pay the severance compensation to the Employee shall be conditioned upon the Employee executing and delivering to the Village a full, final, and complete release of any and all claims that the Employee may claim he has against the Village, including but not limited to, any claims of wrongful discharge, discrimination or other employment related claims. The release shall be in a form and shall contain such terms as shall be required by Counsel for the Village. If Employee regains employment anytime within ~~three~~ six months of termination and health insurance is available through the new employer, Employee shall enroll in the new employer's health insurance plan and notify the Village, at which time the Village shall terminate the Employee's health insurance with the Village. LMD  
DL

(1) In the event Employee is terminated, without cause, within six months of the end of the term of this contract, the Village's obligation to provide severance (pay, health insurance and notice) shall only be until the expiration date of the contract.

c. If Employee resigns following an offer or suggestion to resign made by the Village and representative of a majority of the entire Village Board, where such

offer is formal, Employee may resign and such action will be regarded as termination without cause and subject to the terms of Section 8.b above.

- d. Upon termination without cause or resignation from the Administrator position, Employee shall receive compensation for all accrued vacation, in accordance with Village ordinances, policies, or this Agreement.

9. **Professional development.** Employee shall attend such training, conferences and meetings, receive such publications, and participate in such professional organizations as are reasonably necessary or prudent for Employee to maintain a high level of competence in his field. The Village shall pay Employee's membership costs for the International City/County Management Association (ICMA) and Wisconsin City/County Management Association (WCMA). Attendance at the annual ICMA conference and attendance at conferences held by the Wisconsin City/County Management Association will be allowed as the Village's budget will accommodate. Costs incurred for such other conferences, meetings, publications and professional organizations shall as provided in the annual budget or as otherwise approved by the Village Board.

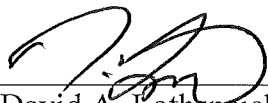
10. **Civic organization membership.** The Village agrees to pay for the membership costs for Employee to one civic club or civic organization approved by the Village Board.

11. **Indemnification.** To the maximum extent permitted by law, Village must defend, save harmless, and indemnify Employee from and against any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, or awards, including but not limited to Employee's reasonable attorney's fees incurred in such action and in enforcing this indemnification provision, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Administrator, even if said claim is brought/filed following Employee's separation from employment or based upon Employee's own alleged negligence or misconduct, provided that at the time of the alleged act or omission, Employee was then acting within the scope of his/her duties. Under these circumstances only, the Village and/or its insurer must pay the amount of any settlement or judgment rendered thereon, and further, the Village and/or its insurer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to Employee. In connection with those claims or suits involving Employee and his professional capacity, Village must defend Employee and or must retain and pay for an attorney to represent Employee including all fees and costs in connection with any such suit, claim, complaint, mediation, arbitration or similar actions. The section survives the termination of the Agreement.

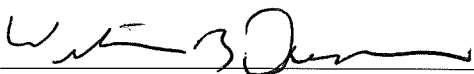
12. **Bonding.** Employer shall bear the full cost of any bonds that employee is required to obtain by law or ordinance.

13. **ICMA-RC Deferred Compensation Plan and Health Savings Account.** Provided it is of no cost to the Village, Village agrees to subscribe to the International City/County Management Association Retirement Corporation (ICMA-RC) 457/401 deferred compensation program and HSA to allow Employee to continue his self-funded efforts in his current ICMA-RC plan and HSA.
14. **Resolution of Disputes.** Village and Employee agree to first attempt to resolve any disputes or obtain needed clarification arising out of the interpretation of this Agreement through mutual discussion.
15. **Terms of Agreement to Govern.** This Agreement constitutes the entire understanding and agreement of the parties and shall govern the terms of employment with the Village. This Agreement supersedes all negotiations or previous agreements between the parties. This Agreement shall be governed by such ordinances, rules, regulations and policies established by the Village Board, unless otherwise specifically provided herein.
16. **Severance of Terms of Agreement.** Invalidation of any part of this Agreement by judgment or court action shall in no way affect any of the other provisions, which shall remain in full force and effect.
17. **Modification or Changes to this Agreement.** This Agreement shall remain in full force and effect until modified by the parties. Any modification of the terms of this Agreement must have the concurrence of a majority of the entire Village Board, be in writing, and be executed by Village and Employee.
18. **Notice.** Any notice required to be given hereunder shall be sufficient and deemed given when in writing and sent by certified or registered mail return receipt required, first-class postage prepaid or by courier service to the Village President at: Village President, Village of Williams Bay, 250 Williams Street, Williams Bay, WI 53191 and to Employee at the most recent address given in Employee's personnel file.
19. **Law of Wisconsin to Govern.** This Agreement shall be construed according to the laws of the State of Wisconsin, without giving effect to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of January 30,  
2023.



\_\_\_\_\_  
David A. Lothspeich, Village Administrator (“Employee”)



\_\_\_\_\_  
Dr. William Duncan, President  
Williams Bay Village Board

ATTEST:



\_\_\_\_\_  
Tina Kolls, Village Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Mark Schroeder, Attorney  
Village of Williams Bay

**VILLAGE OF WILLIAMS BAY  
RESOLUTION NO. R-10-26**

**APPROVING A PROPOSAL FROM CASELLE SOFTWARE & SERVICES  
FOR CLOUD SOLUTIONS**

**WHEREAS**, the Village of Williams Bay has migrated the Village's computer software to the Cloud over the years with Caselle being the only remaining software on the Village's server.

**WHEREAS**, the Caselle Software & Services Proposal dated October 6, 2015 would migrate Caselle from the server to the Cloud and eliminate the Village server.

**WHEREAS**, on January 5, 2026 the Finance and Personnel Committee determined that it is in the best interests of the Village and its residents to recommend approval of the Proposal; and

**WHEREAS**, on January 20, 2026 the Village Board, as recommended by the Finance & Personnel Committee, determined that Proposal is in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN**, as follows:

**SECTION ONE: Recitals.** The foregoing recitals are incorporated herein as if fully set forth.

**SECTION TWO: Approval; Authorization.** The Proposal submitted by Caselle is hereby authorized attached hereto as Exhibit A. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Proposal on behalf of the Village.

**SECTION THREE: Effective Date.** This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

Approved by the Village Board of the Village of Williams Bay this 20th day of January 2026.

VILLAGE OF WILLIAMS BAY

By: \_\_\_\_\_  
Adam Jaramillo, Village President

Attest: \_\_\_\_\_  
Tina Kolls, Village Clerk

**EXHIBIT A**

**PROPOSAL FROM CASELLE SOFTWARE & SERVICES FOR CLOUD SOLUTIONS**

# Williams Bay Village of - WI

10 / 06 / 2025

(Valid for 90 days)

## Caselle Cloud

- Remote access from any location
- Reduced hardware maintenance
- Automatic worry-free backups
- Free application upgrades
- Unlimited support inquiries
- Priority response time

### Hosted Solution Quote

Includes all applications currently licensed to the Village and 6 User Licenses.

Monthly Maintenance & Support will increase \$495

I have read and agree to all terms & conditions proposed herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

### General Conditions

- This Proposal is governed by and subject to the Master Services Agreement between Customer and Caselle ("MSA"). Capitalized terms used in this Proposal and not defined herein have the meanings provided in the MSA.
- Caselle has made efforts to ensure the information contained within this Proposal is complete and accurate. However, Caselle reserves the right to correct any error or omission related to fees, product description or availability.
- Fees quoted in this Proposal do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; such taxes are Customer's responsibility. Customer agrees to be responsible for the documentation relating to the payment of such taxes to the maximum extent legally permitted. Caselle will be responsible for the collection of such taxes and/or the documentation related thereto, only to the extent required by law.
- Caselle will invoice Customer for all ongoing fees when work commences on Customer's project. Annual fees will be prorated to coincide with an annual renewal date.

### Contact Information

Please provide the employee information the team will be working with to setup and implement this order.

Name:

Email:

Phone Number:

Address: 250 Williams St., Williams Bay, WI, 53191



## David Lothspeich

---

**To:** John Wisniewski  
**Cc:** Justin Timm  
**Subject:** RE: Hardware estimates for new facility

---

**From:** John Wisniewski <john@velocitysolutions.tech>  
**Sent:** Wednesday, December 3, 2025 2:54 PM  
**To:** David Lothspeich <admin@vi.williamsbay.wi.gov>  
**Cc:** Justin Timm <chief@vi.williamsbay.wi.gov>  
**Subject:** Hardware estimates for new facility

Below is a listing of the recommended hardware items for the new Village Hall facility.

### Cameras:

Consolidated NVR for PD and Village Hall

<https://store.ui.com/us/en/category/all-cameras-nvrs/products/unvr-pro> (Qty. 3 16TB disks) - \$1,546.00

### Outdoor Bullet camera

4K

<https://store.ui.com/us/en/category/all-cameras-nvrs/products/uvc-g6-bullet> - \$199.00/per camera

or

2K

<https://store.ui.com/us/en/category/all-cameras-nvrs/products/uvc-g5-bullet> - \$129.00/per camera

### Indoor (Ceiling grid mounted) Camera

4K

<https://store.ui.com/us/en/category/all-cameras-nvrs/products/uvc-g6-turret> - \$199.00/per camera

or

2K

<https://store.ui.com/us/en/category/all-cameras-nvrs/products/uvc-g5-turret-ultra> - \$129.00/per camera

<https://store.ui.com/us/en/category/all-cameras-nvrs/products/uvc-g5-dome> - \$179.00/per camera

### Access Control:

Door Controller

<https://store.ui.com/us/en/category/all-door-access/products/eah-8> - \$999.00

Card Reader (Qty 3 required)

<https://store.ui.com/us/en/category/door-access-readers/collections/access-reader> - \$139.00/per reader (\$417.00)

### Cat6 Cabling

<https://store.ui.com/us/en/category/accessories-cables-dacs/collections/accessories-pro-box-cables/products/u-cable-c6-cmr?variant=u-cable-c6-cmr> - \$179.00

Access Cards

<https://store.ui.com/us/en/category/door-access-accessories/products/ua-card> - \$30.00

Networking

Network Switch

HPE JL675A#ABA Aruba 6100 48g Class4 Poe 4sfp+ 370w Switch - Switch -48 Ports - Managed - \$2200.00

Access Points (Qty 3 required)

<https://store.ui.com/us/en/category/all-wifi/products/u7-pro> - \$179.00/per access point (\$537.00)

Point to Point 60Ghz Radio Link to Water Plant (Qty 2 required)

<https://store.ui.com/us/en/category/all-60ghz-wireless/products/wave-pro> - \$599.99 (\$1,200.00)

Carrier Grade Ethernet Cabling

<https://store.ui.com/us/en/category/all-accessory-tech/products/uisp-cable-carrier> - \$180.00

Misc hardware, fasteners & connectors - \$100.00

**Total budgetary estimate based on Qty. 8 4k cameras: \$9,000.00**

Please let me know if you have any questions or would like to discuss this further.

Thanks

John Wisniewski  
President/Senior Engineer, Velocity  
[john@velocitysolutions.tech](mailto:john@velocitysolutions.tech)  
(414) 315-2699

## David Lothspeich

---

**To:** 22 Events  
**Subject:** RE: Proposed Lake Geneva Marathon - Need for Information

---

**From:** 22 Events <22eventslive@gmail.com>  
**Sent:** Wednesday, October 29, 2025 1:27 PM  
**To:** David Lothspeich <admin@vi.williamsbay.wi.gov>  
**Cc:** Justin Timm <chief@vi.williamsbay.wi.gov>; Tina Kolls <clerk@vi.williamsbay.wi.gov>; Cicily Fortin <cicilytrimpe@gmail.com>  
**Subject:** Re: Proposed Lake Geneva Marathon - Need for Information

Hi Dave.

I have also attached a proposed course map: <https://www.plotaroute.com/route/2793798>

As it pertains to Williams Bay, the route brings runners against traffic on North Lake Shore Drive, before turning right onto West Geneva Street where runners will run WITH traffic on the shoulder, before jumping on the Lake Geneva Shore Path. There is a timeline included within the attached map which shows first/final runners. We have yet to work on an aid station schedule, though we will more than likely place one along the path near the boat launch.

This route would have us on Hwy 50 for 1.3 miles. We would likely want/need the right lane closed for a few hours with runners running WITH traffic. The Sheriff's Dept preferred this over crossing 50 twice. Any thoughts and/or ideas with this would be appreciated.

We have driven, ridden and run this loop over and over. There are a few precarious spots indeed, though nothing that we can't overcome with an abundance of volunteers and signage to ensure safety for all entrants.

As we talk numbers, we're speculating. The old LG Marathon never really brought in a large crowd, though we believe this race could be/should be a bigger deal, though maybe we're being overly optimistic.

Need anything else from me, please reach out!

Derek  
651.337.0177

**Derek Lindstrom**  
Owner | Event Director  
**22 Events LIVE, LLC**  
Race & Event Management  
651.336.0177



# Lake Geneva Marathon - 2026

## ROUTE INFORMATION



ROUTE LENGTH 26.029 miles

ASCENT 1555 ft

DESCENT 1551 ft

HILLS **↑** 38.1% | **↓** 39.1% | **→** 22.8%

TERRAIN Road **A**

START **LAT:** 42.591423, **LNG:** -88.438492



## NOTES



## ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.033		Keep right
2	0.074	←	Turn left
3	0.082	→	Turn right onto Wrigley Drive
4	0.183	↗	Turn slight right onto Wrigley Drive
5	0.508	→	Turn right onto South Lake Shore Drive
6	2.622		Keep right onto South Lake Shore Drive
7	5.245	←	Turn left onto Zenda Road
8	7.754	→	Turn right onto Mohawk Road
9	10.006	→	Turn right onto Swamp Angel Road
10	10.348	←	Turn left onto Lakeville Road
11	11.128	→	Turn right onto Linn Walworth Road
12	11.850	←	Turn left onto Cobblestone Road
13	14.401	←	Turn left onto South Lake Shore Drive
14	14.890		Keep right onto South Lake Shore Drive
15	15.104	↘	Turn sharp right onto Lake Street
16	15.491	→	Turn right onto North Lake Shore Drive
17	17.536	→	Turn right onto West Geneva Street
18	17.756	→	Turn right onto Observatory Place
19	17.930	↗	Keep right onto Observatory Place
20	18.104		Keep left onto Observatory Place
21	18.187		Keep right onto Observatory Place
22	18.386	→	Turn right onto West Geneva Street
23	18.770	→	Turn right onto Stam Street
24	18.782	→	Turn right onto West Geneva Street
25	19.257	←	Turn left
26	19.372	←	Turn left
27	19.380	→	Turn right
28	19.461	←	Turn left onto Lake Geneva Shore Path
29	19.877	↙	Turn sharp left
30	19.903	→	Turn right
31	19.915	↗	Turn slight right onto East Geneva Street
32	20.328		Keep right onto Laurel Street
33	20.826	←	Turn left onto Knollwood Drive
34	21.087	→	Turn right onto Access Road
35	21.235	←	Turn left onto Cisco Road

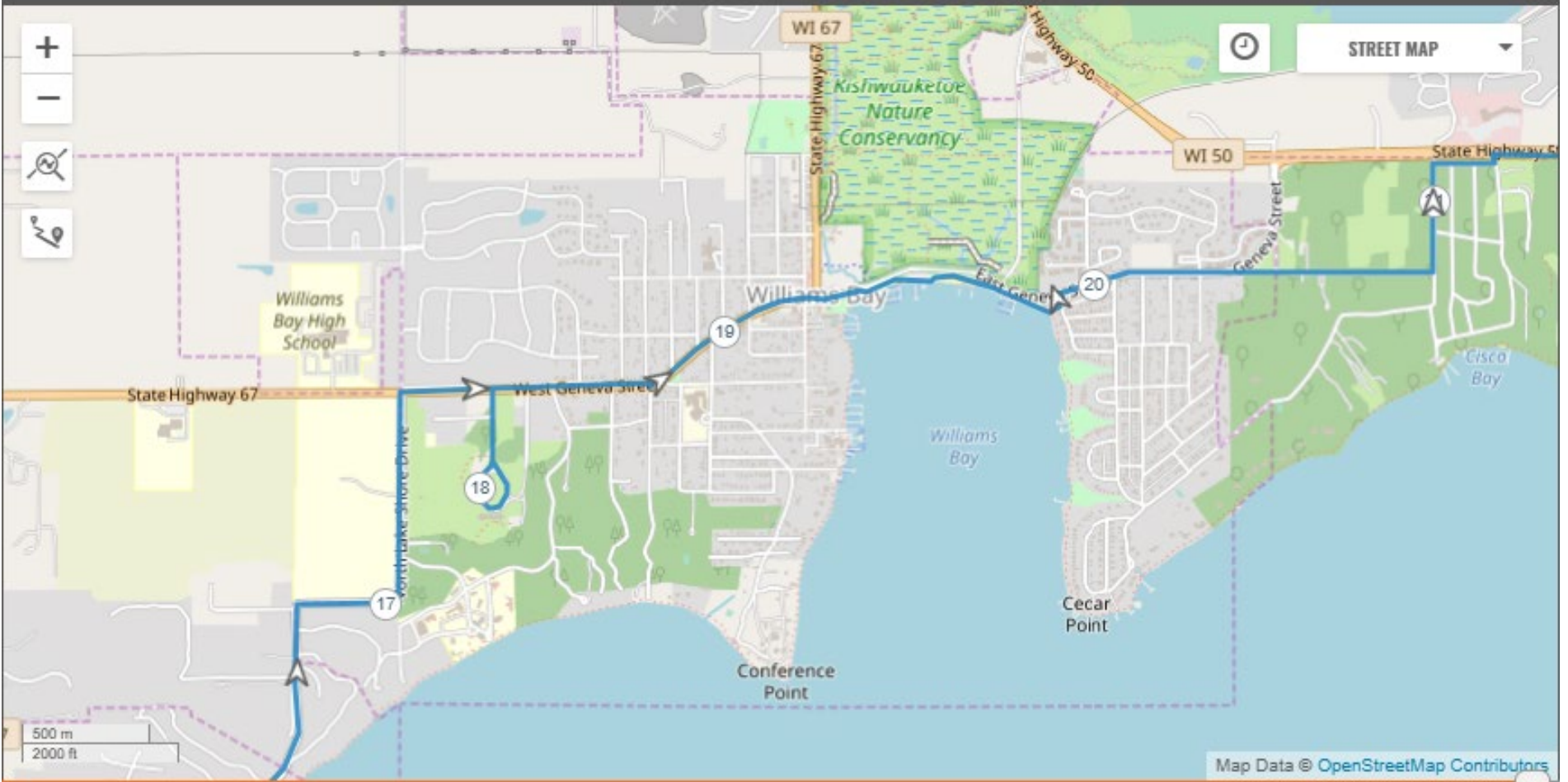
<b>No</b>	<b>Miles</b>	<b>Turn</b>	<b>Directions</b>
36	21.259	➔	Turn right onto State Highway 50
37	22.646	➔	Turn right onto Snake Road
38	23.161	↶	Keep left onto Snake Road
39	25.305	➔	Turn right onto West Main Street
40	25.466	➔	Turn right onto Lake View Drive
41	25.960		Keep right
42	26.028	➔	Turn left
43	26.029		FINISH

# LAKE GENEVA MARATHON - 2026

DISPLAY MENU



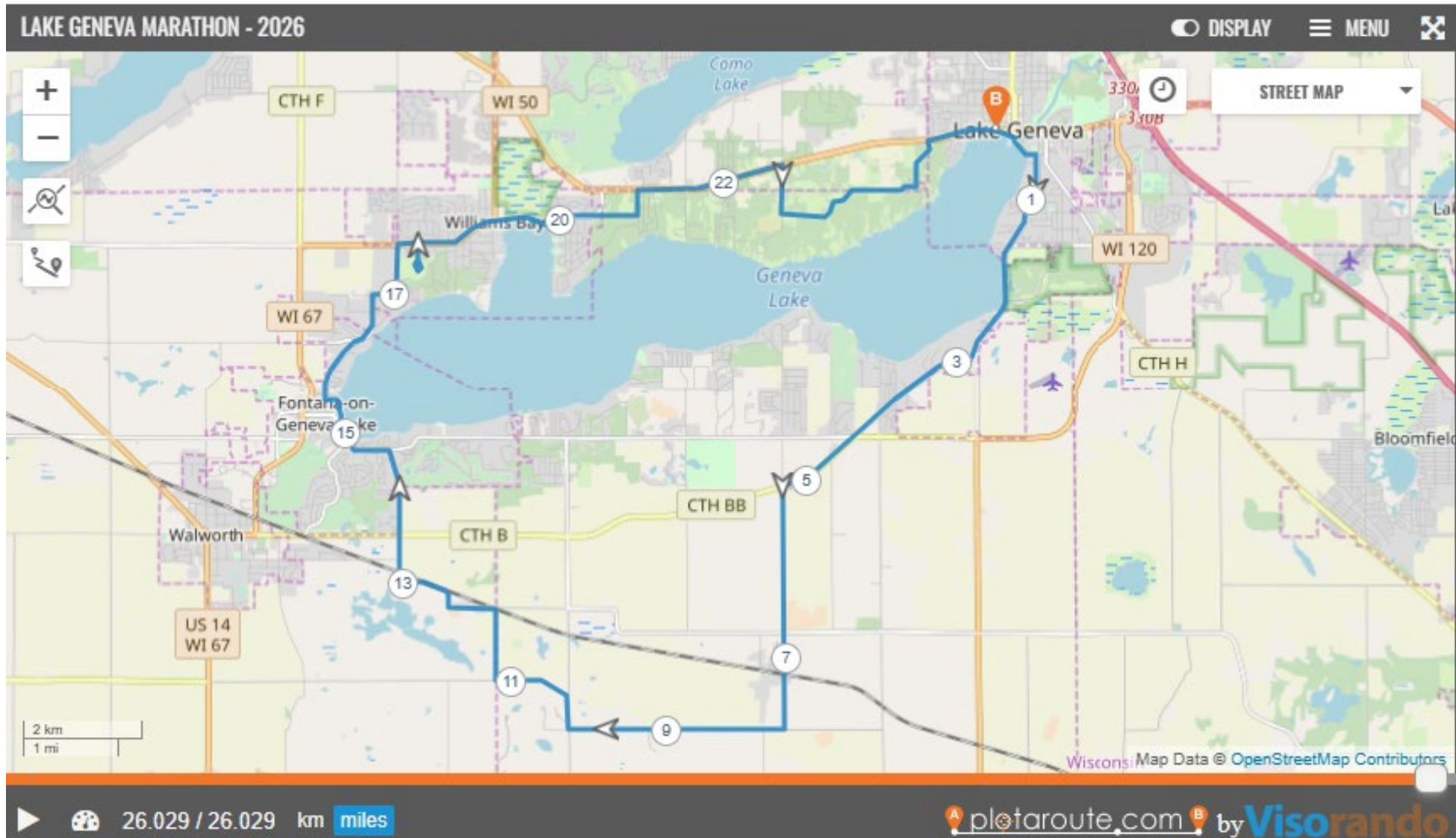
STREET MAP

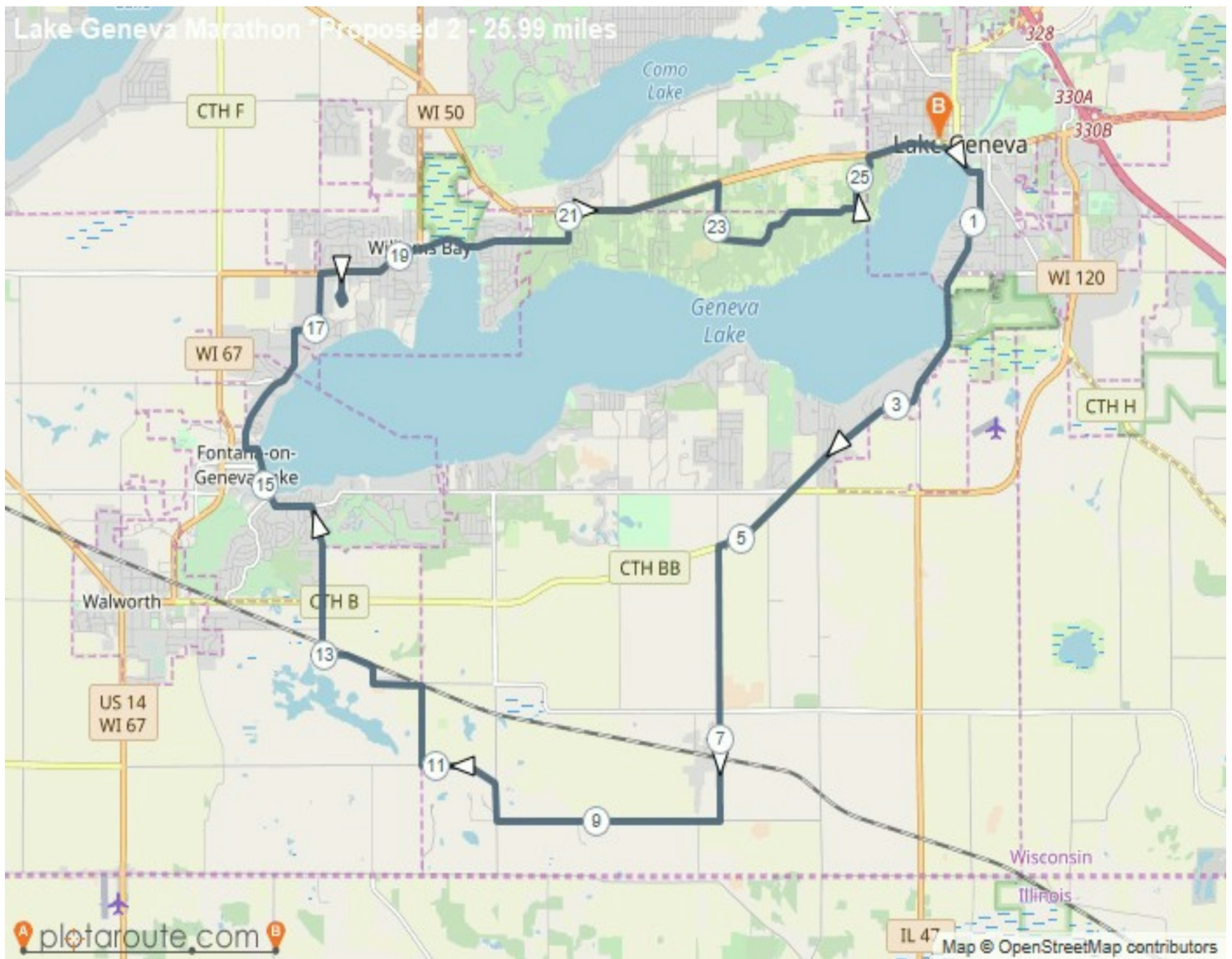


Map Data © OpenStreetMap Contributors

26.029 / 26.029 km miles

plotaroute.com by Visorando





\*PROPOSED ROUTE - Plotaroute map address:  
<https://www.plotaroute.com/route/2793798>

Mile 17.25 - North Lake Shore Drive | West Geneva St.  
First runner - 9:16 am  
Final runner - 12:06 pm

Mile 19.25 - West Geneva St. | Highway 67  
First runner - 9:27 am  
Final runner - 12:38 pm

Williams Bay



# LAKE GENEVA

MARATHON | HALF MARATHON

## Williams Bay

Lake Geneva Marathon | Half Marathon  
Saturday, October 17<sup>th</sup>, 2026  
7:30 AM Start\*

# Williams Bay Village of - WI

10 / 06 / 2025

(Valid for 90 days)

## Caselle Cloud

- Remote access from any location
- Reduced hardware maintenance
- Automatic worry-free backups
- Free application upgrades
- Unlimited support inquiries
- Priority response time

### Hosted Solution Quote

Includes all applications currently licensed to the Village and 6 User Licenses.

Monthly Maintenance & Support will increase \$495

I have read and agree to all terms & conditions proposed herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

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### Contact Information

Please provide the employee information the team will be working with to setup and implement this order.

Name:

Email:

Phone Number:

Address: 250 Williams St., Williams Bay, WI, 53191



## David Lothspeich

---

**To:** John Wisniewski  
**Cc:** Justin Timm  
**Subject:** RE: Hardware estimates for new facility

---

**From:** John Wisniewski <john@velocitysolutions.tech>  
**Sent:** Wednesday, December 3, 2025 2:54 PM  
**To:** David Lothspeich <admin@vi.williamsbay.wi.gov>  
**Cc:** Justin Timm <chief@vi.williamsbay.wi.gov>  
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2K

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<https://store.ui.com/us/en/category/all-cameras-nvrs/products/uvc-g6-turret> - \$199.00/per camera

or

2K

<https://store.ui.com/us/en/category/all-cameras-nvrs/products/uvc-g5-turret-ultra> - \$129.00/per camera

<https://store.ui.com/us/en/category/all-cameras-nvrs/products/uvc-g5-dome> - \$179.00/per camera

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Door Controller

<https://store.ui.com/us/en/category/all-door-access/products/eah-8> - \$999.00

Card Reader (Qty 3 required)

<https://store.ui.com/us/en/category/door-access-readers/collections/access-reader> - \$139.00/per reader (\$417.00)

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<https://store.ui.com/us/en/category/door-access-accessories/products/ua-card> - \$30.00

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Network Switch

HPE JL675A#ABA Aruba 6100 48g Class4 Poe 4sfp+ 370w Switch - Switch -48 Ports - Managed - \$2200.00

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Misc hardware, fasteners & connectors - \$100.00

**Total budgetary estimate based on Qty. 8 4k cameras: \$9,000.00**

Please let me know if you have any questions or would like to discuss this further.

Thanks

John Wisniewski

President/Senior Engineer, Velocity

[john@velocitysolutions.tech](mailto:john@velocitysolutions.tech)

(414) 315-2699



# APPLICATION FOR A ZONING ORDINANCE TEXT AMENDMENT

(Requirements per Zoning Ordinance Section 18.1204)

Applicant name: Village of Williams Bay Board of Trustees

Applicant address: 250 Williams Street, Williams Bay, WI 53191

Applicant phone number: 262-245-2700

Current provisions of the Zoning Ordinance proposed to be amended (or attach as a separate sheet): \_\_\_\_\_

390-0224 P&R Parks and Recreation District Paragraph C "Principal land uses allowed by conditional use permit (8) Public services and utilities (per 390-0308D)

\_\_\_\_\_  
Please see attached separate sheet for details

Replacement text for provisions proposed to be amended (or attach as a separate sheet): \_\_\_\_\_

\_\_\_\_\_  
Please see attached separate sheet

Written justification for the proposed text amendment (or attach as a separate sheet): \_\_\_\_\_

\_\_\_\_\_  
Please see attached separate sheet

Dated this 5<sup>th</sup> day of January, 2026

Respectfully submitted,

\_\_\_\_\_  
Adam Jaramillo, Village President  
On behalf of the Village Board of Williams Bay  
(Signature of Applicant)



# Application for a Conditional Use Permit

(Requirements per Zoning Ordinance Section 18.1207)

Applicant name: Village of Williams Bay Board of Trustees

Applicant address: 250 Williams Street, Williams Bay, WI 53191

Applicant phone number: 262-245-2700

Current provisions of the Zoning Ordinance for a Conditional Use Permit (or attach as a separate sheet):

390-0224 P&R Parks and Recreation District Paragraph C "Principal land uses allowed by conditional use permit (8) Public services and utilities (per 390-0308D)

Please see attached separate sheet for details

Replacement text for provisions proposed to be amended (or attach as a separate sheet):

Please see attached separate sheet

Written justification for the proposed text amendment (or attach as a separate sheet):

Please see attached separate sheet

Dated this 5<sup>th</sup> day of January, 2026

Respectfully submitted,

\_\_\_\_\_  
Adam Jaramillo, Village President  
On behalf of the Village Board of Williams Bay  
(Signature of Applicant)

---

## Requirements

- Map of the subject property showing its general location in relation to the Village as a whole.
- Map of the subject property at a scale of not less than 1" equals 800 feet showing:
  - Current zoning of the subject property and lands within 200 feet of the subject property and the jurisdiction(s) that maintains that control.
  - All lot dimensions of the subject property.
  - Graphic scale and a north arrow.
- Names and addresses of the owners of all lands within 200 feet of the subject property as the same appear on the current tax records of the Village of Williams Bay.
- Site Plan of the subject property if proposed for development (see Site Plan application requirements).

January 5, 2026

**Village of Williams Bay Board of Trustees  
Application for a Zoning Code Text Amendment & Conditional Use Permit  
For Temporary Emergency Medical Services (EMS) Overnight Quarters.**

**Background.**

The Village of Williams Bay contracts Emergency Medical Services (EMS) with the Village of Fontana. The Village residents supported a referendum in 2022 providing the additional funding to provide the higher level of service provided by Fontana. The Fontana EMS operates out of the Williams Bay Fire Department Building located at 5 E Geneva Street with the ambulance parked in the Fire Department garage. The Agreement between Fontana and Williams Bay provides for Fontana to provide EMS coverage 24-7. Fontana provides 24-7 coverage to Williams Bay, however, due to the lack of overnight quarters available in Williams Bay, the third (evening) shift EMS crew migrate back to Fontana every evening for quarters. During the times that that EMS crew is stationed in Fontana, the emergency response times increase. In an effort to reduce these evening response times, the Williams Bay Rescue Squad has made considerable effort to locate all possible existing buildings as possible quarters. The most critical criteria is being located in close proximity (short walk) to the ambulance that must be stored inside a climate-controlled garage due to medication storage temperature requirements.

**Solutions to Provide EMS Overnight Quarters.**

**Long-term (3 plus years) solution.** The Village of Williams Bay long-term plans to either remodel the existing Fire Station building to provide EMS overnight quarters or build a new Fire EMS building in the VC Zoning District downtown area. Due to complications of ownership of the existing Fire Station and the likely necessity for a second referendum to further increase property taxes for the sole purpose of funding the remodeling/construction of permanent EMS overnight quarters preferably in the VC Zoning District downtown area.

**Short-term (up to 3 years) solution.** The Village of Williams Bay short-term solution (operational by April 2026) is to lease a temporary relocatable building to be installed in Edgewater Park, immediately North of the existing pavilion. The Village reviewed other possible locations behind or next to the pavilion, however, these locations created other problems for the operations of special events and had other challenges for connection to the necessary water/sewer/electrical services.

**Current provisions of the Zoning Ordinance Proposed to be Amended.**

**Current Williams Bay Zoning Code.**

Edgewater Park is zoning P&R Recreation District (PR). The PR Zoning District allows for temporary relocatable buildings for a time period up to six (6) months and anything longer than six (6) months requires as a Conditional Use Permit (CUP) as follows:

- G. Temporary relocatable building.** Any manufactured building that serves as a temporary building for less than six months. Temporary relocatable buildings shall adhere to the following standards:
- (1) The building shall comply with § 390-1208, standards and procedures applicable to all temporary uses.
  - (2) Buildings serving for more than six months shall require a conditional use permit and are subject to the general standards and procedures presented in § 390-1208.
  - (3) The building must be placed on asphalt, concrete, gravel, or other hard-paved surface.

### **Requested Zoning Code Text Amendment.**

The VC Zoning District requires a minimum front yard setback of 100' from E. Geneva Street. The existing Pavillion is located approximately fifty-eight feet (58') from E. Geneva Street. As noted previously, the Village determined that placing the temporary overnight quarters building to the rear or side of the Pavillion was not feasible. Village Code Article 12 Procedures 390-1204 'Zoning Ordinance Text Amendment' authorizes the Village Board to initiate a request for Zoning Code Text Amendment as follows (*emphasis added*):

- B. Initiation of request. A proposal to amend the text of this chapter may be initiated by an application by any member of the general public, a recommendation by the Plan Commission, or by *action of the Village Board*.

The Williams Bay Village Board is requesting that the following amendment (**bold underline**) to the Zoning Code to allow the temporary relocatable building (ESM Overnight Quarters) to be located within the minimum required setbacks as a CUP:

- G. Temporary relocatable building. Any manufactured building that serves as a temporary building for less than six months. Temporary relocatable buildings shall adhere to the following standards:
  - (1) The building shall comply with § **390-1208**, standards and procedures applicable to all temporary uses.
  - (2) Buildings serving for more than six months shall require a conditional use permit and are subject to the general standards and procedures presented in § **390-1208**.
  - (3) The building must be placed on asphalt, concrete, gravel, or other hard-paved surface.
  - (4) **Village owned/leased temporary relocatable buildings shall require a conditional use permit to be located within the minimum required setbacks.**

### **Description of Proposed Conditional Use Permit.**

The Village of Williams Bay short-term solution (operational by April 2026) is to lease a temporary relocatable building to be installed in Edgewater Park, immediately North of the existing pavilion. Refer to the enclosed Aerial Map showing the proposed location.

### **Justification of Conditional Use Permit (CUP) Application:**

- A. **Temporary Relocatable Building.** The Village of Williams Bay has the immediate need for a Conditional Use Permit (CUP) for the installation of a temporary EMS Housing Quarters Building located immediately adjacent to the Williams Bay Fire Station (zoned P&I) to provide the shortest EMS response times to Residents. The CUP is required at the temporary housing quarters building is proposed to be located in Edgewater Park which is zoned P&R Recreation District (P&R). P&R allows for "Temporary relocatable building" as a CUP. The CUP Application is necessary to provide efficient life-saving response times while the Village explores the long-term EMS quarters housing solution.

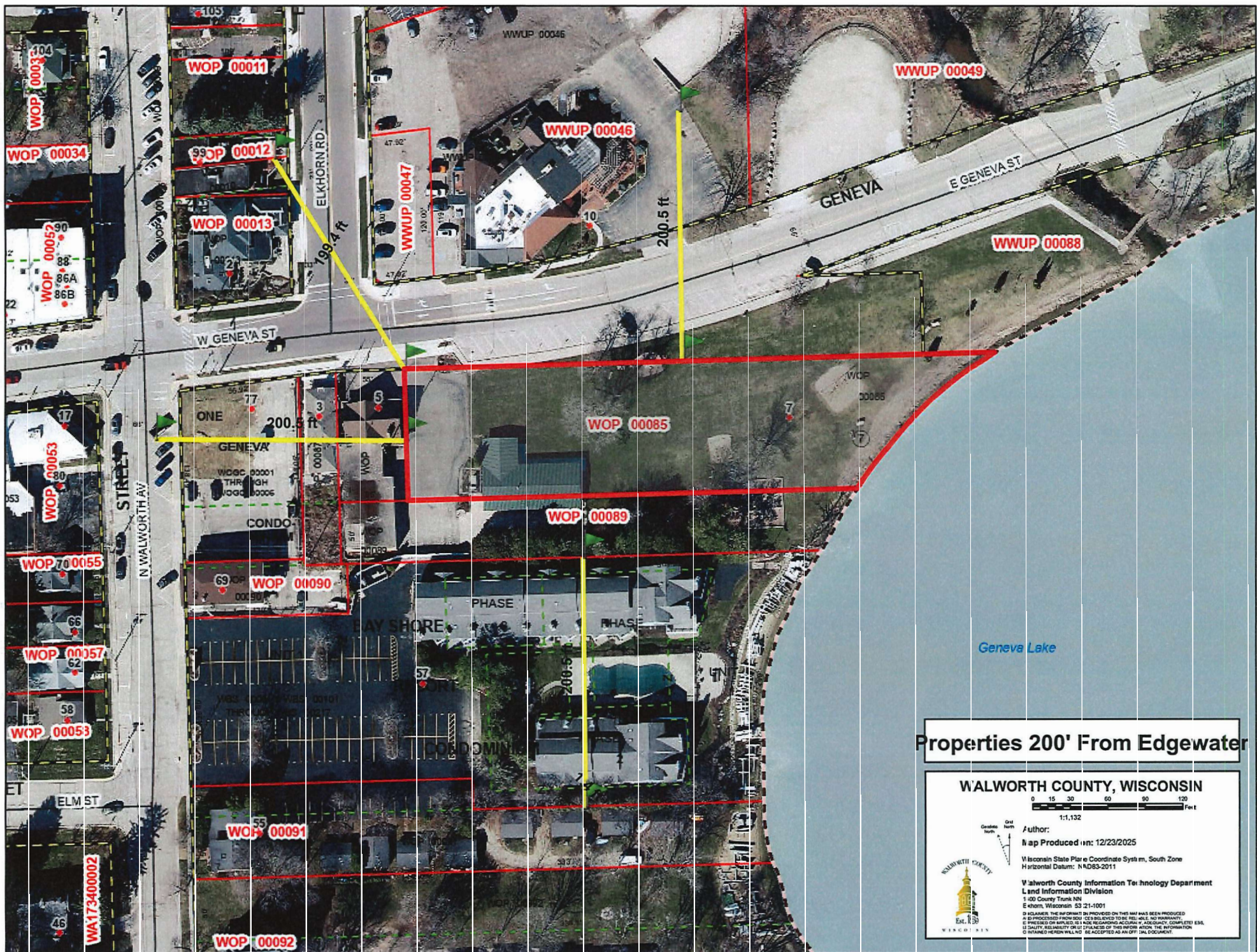
- B. **Building Within Required Setbacks.**

*(subject to approval of the requested Code Amendment)*

The Village of Williams Bay investigated and was unable to locate the proposed temporary building to the South of the Pavillion. The existing Pavillion is situated approximately fifty-seven feet (57') from the front yard property line (E. Geneva St). The Building Code requires a minimum separation of ten feet (10') between buildings. The proposed temporary building is fifteen feet (15') wide. With the required separation from the Pavillion, the north side of the temporary building will be located approximately thirty-two (32') from the North property line along E. Geneva Street.

**Adjacent Properties - Front Yard Setbacks**

Edgewater Park, zoned P&R) is adjacent to the Fire Station that is in the P&I Public and Institutional Zoning District that requires a minimum thirty foot (30') front yard setback. The existing fire station (WOP 00086) is situated approximately twenty-seven feet (27') from the front yard property line. The property adjacent to the Fire Station (WOP 00087) is zoned Village Center (VC) that requires a minimum zero foot (0') front yard setback and maximum five foot (5') front yard setback and is situated approximately fifteen feet (15') from the front yard property line.



## Proposed Temporary EMS Housing Quarters - Properties

Village of Williams Bay  
Edgewater Park

### WOP 00085

7 E. Geneva Street

Legal Description Acres 0.9944 E FRAC PART OF LOT 1 BLK 7 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

### WOP 00089

Legal Description Acres 0.4560 E FRAC PART OF LOT 2 BLK 7 ORIGINAL PLAT VILLAGE OF WILLIAMS BAY

### WWUP 00088

Legal Description PT. GOVT LOTS 3 & 4 SEC 6 T1N R17E WHICH LIES S OF S LN STRIP OF LAND 66' WIDE FOR HWY AS IN VOL 212 DEEDS PG 347, W OF N S C/L SEC 6 & N OF LN RUN ING DUE E FROM PT OF INTER OF C/L GENEVA ST WITH W LN SEC 6 TO SHR GENEVA LAKE. ALSO BEG AT PT NW 1/4 SEC LN SEC 6, S0D 09'W 1782', N8D54'E 850.72', S 0D49'W 98' TO PT WHERE SD E LN INTER LN CEDAR PT PARK 2ND ADD S71D09'W 690' TO SHR GENEVA LAKE, N63D25'W 201.9', N0D09'E 66.8' TO POB. 4.15 A. M/L VILLAGE OF WILLIAMS BAY

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## Properties Located within 200' feet of Edgewater Park

<u>Property ID</u>	<u>Common Name</u>	<u>Owner</u>	<u>Address</u>
WWUP 00046	Café Calamari		
WWUP 00047	Café Calamari (west parking lot)		
WOP 00010	Bees Investments LLC		
WOP 00013	Baywater LLC		
WOP 00086	Williams Bay Fire Department		
WOP 00087	South Shore Custom Homes	Stephan Panzarella	
WOGC 00001	Dancing Dudes LLC		
	Sweat Collective LLC (Green Grocer)		
WWUP 00046	Bay Group Partners		
WWUP 00047	Bay Group Partners		
WBS 00001	Bay Shore Village		
	Kirsch's Pier Slips, Inc		