



VILLAGE OF WILLIAMS BAY

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

NOTICE

COMMITTEE MEETINGS

WEDNESDAY, NOVEMBER 10, 2021 AT 6:30 PM
VILLAGE HALL COUNCIL ROOM

AGENDA

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

- I. Parks & Lakefront Committee – D'Alessandro, Stanek, Wright**
 - a. Call to Order
 - b. Roll Call
 - c. Parks & Lakefront Committee Meeting Minutes of October 13, 2021
 - d. Parks & Lakefront Committee Meeting Minutes of October 18, 2021
 - e. Edgewater Park Use for Farmer's Market 2022
 - f. LWMMI 2021 Parks and Recreation Grant
 - g. Adjourn
- II. Streets & Highways Committee – Stanek, Umans, Vlach**
 - a. Call to Order
 - b. Roll Call
 - c. Streets & Highways Committee Meeting Minutes of September 15, 2021
 - d. University of Chicago Dedication of Property
 - e. Adjourn
- III. Protective Services Committee – Vlach, Umans, D'Alessandro**
 - a. Call to Order
 - b. Roll Call
 - c. Protective Services Committee Meeting Minutes of October 13, 2021
 - d. Monthly Numbers
 - e. Chief's Report
 - f. Adjourn
- IV. Finance & Personnel Committee – Parker, D'Alessandro, Wright**
 - a. Call to Order
 - b. Roll Call

- c. Finance & Personnel Committee Meeting Minutes of October 13, 2021
- d. Fund Balance Policy
- e. Baker Tilly letter of engagement for ARP (American Recovery Plan) Advisory Services
- f. 2022 Budget
- g. Adjourn

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

- a. Call to Order
- b. Roll Call
- c. Water & Sewer Committee Meeting Minutes of October 13, 2021
- d. 2022 Proposed Budget
- e. Southwick Creek Realignment Update
- f. Adjourn

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

- a. Call to Order
- b. Roll Call
- c. Building, Zoning & Ordinance Committee Meeting Minutes of October 8, 2021
- d. Pier Numbers
- e. Ordinance #2021-11 - An Ordinance amending section 80-3 of the Code of Ordinances of the Village of Williams Bay concerning the Village Administrator
- f. Utility Setbacks
- g. Adjourn

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

Posted: 11/09/2021 5:00 PM



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UNOFFICIAL MINUTES PARKS AND LAKEFRONT COMMITTEE WEDNESDAY, OCTOBER 13, 2021 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman D'Alessandro at 6:48pm

Roll Call

Present: Trustees D'Alessandro and Wright

Excused: Trustee Stanek

Also Present: Trustees Parker and Umans, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards, Police Chief Timm, Recreation Director Edwards and Library Director Schnupp.

Meeting Minutes

D'Alessandro/Wright motion to approve meeting minutes of September 7, 2021, September 15, 2021 and Joint Protective Services and Parks & Lakefront Committee meeting minutes of September 20, 2021. Unanimously carried.

Community Garden Relocation

Discussion was held regarding relocating the community garden to Theater Road in 2022. D'Alessandro stated that he wants to send a letter to the current plot owners with a site map of proposed location for feedback and have a special meeting to discuss.

Adjourn

Wright/D'Alessandro motion to adjourn at 6:56pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the Parks and Lakefront Committee



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UNOFFICIAL MINUTES PARKS & LAKEFRONT COMMITTEE 10/18/21 MEETING MONDAY, OCTOBER 18, 2021 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

I. Call to Order

D'Alessandro called the meeting to order at 6:30pm.

II. Roll Call

Present: Jim D'Alessandro, Lowell Wright, Matt Stanek

Also Present: President Duncan, Trustee Umans, Administrator Tobin, Treasurer Peternell and FJ Frazier from Gage Marine

III. Gage Marine request for Christmas display at Edgewater Park

Frazier discussed the Christmas light displays they are requesting to put at Edgewater Park in conjunction with the annual Santa Cruise. They would like to install them in the last week of October, preferably before the ground freezes. They would put a temporary fence around them until they are lit at the kickoff of the Santa Cruise on November 26, 2021. A discussion was held about the location of the displays and the safety of the stay wires.

The motion to Recommend Village Board Approval the Gage Marine request for Christmas display at Edgewater Park was initiated by Matt Stanek and seconded by Lowell Wright. Unanimously carried.

IV. Adjourn

The motion to adjourn was initiated by Matt Stanek and seconded by Lowell Wright at 6:46pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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



EDGEWATER PARK USE AND POLICY CONTRACT

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

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

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

Revised 2/2021

Applicant initials

NW



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

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

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an additional insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: NANCY WASPI Organization: SANTA CAUSE CHARITY

Address: [REDACTED] Williams Bay WI 53191

Phone: [REDACTED] Email: [REDACTED]

Title of Event: WILLIAMS BAY FARMERS MARKET

Date(s) requested: FRIDAYS 5/27/22 - 9/2/22 Is event open to public? (circle one) ☒ YES ☐ NO

Summary of Event including the approximate number of attendees: * EXCLUDING CORN + BRAT WEEKEND *

55 VENDORS 8/12/22
AROUND 50 people @ a TIME ATTENDING AT ANY ONE TIME

Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____

Phone: _____ Email: _____

Revised 2/2021

Applicant initials NW



STATEMENT CONCERNING LIABILITY AND WORKER'S COMPENSATION INSURANCE FOR USE OF EDGEWATER PARK

We hereby acknowledge and confirm that the undersigned non-profit group or organization, together with all of its members, are not acting or serving in the service of the Village of Williams Bay in any respect in connection with the use we are about to make of or event we are about to hold in Edgewater Park. Our organization, including all members thereof, is not acting under any contract of hire, express or implied with the Village of Williams Bay nor is our organization, or any members thereof serving the Village of Williams Bay as an independent contractor. Our organization, including all members thereof, will not employ any other persons or firms in connection with the use we are about to make of or event we are about to hold in Edgewater Park as our use or event will be run using our membership or immediate family members of our membership only. This statement is made to clarify and confirm that our organization, including all members thereof, is not subject to Worker's Compensation coverage of the Village of Williams Bay.

We further acknowledge and confirm that the undersigned non-profit group or organization has liability insurance coverage of at least \$1,000,000 (one million dollars) and liquor liability insurance coverage (if applicable) in the same amount of coverage provided to it by its parent organization as set forth below that does provide liability insurance coverage to our local group or organization for the use or event about to take place under our exclusive control in Edgewater Park. We acknowledge that we are responsible, and all of our members and our member's immediate family who may also be participating in our event, for the safe and careful conduct of our event. As an express condition of our event therein under our exclusive use and control we do hereby agree to indemnify the Village of Williams Bay and all of its officials, agents and employees against all liability or loss that the Village of Williams Bay may sustain as a result of claims, demands, costs or judgments arising from the use or event we are about to hold in Edgewater Park.

DATED this 20 day of May, 2021 - ON file - Will Renew Next Year

Group or organization SANTA CLAUSE

Our liability insurance provided by: INTERSTATE INSURANCE GROUP
(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: [Signature]
President or other authorized signatory

VILLAGE USE ONLY

Date application received: 10/25/2021 Received by: Becky/Jackie

All documentation attached? ☒ yes/no

Date and time of pre-event informational meeting: N/A

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments: _____

2021 PARKS AND RECREATION GRANT PROGRAM

DIRECTORS

David Benforado
Village President
Village of Shorewood Hills

David De Angelis
Village Manager
Village of Elm Grove

Rebecca Glewen
Mayor
City of Beaver Dam

Kathleen Morse
Clerk/Treasurer
City of Rice Lake

Mark Rohloff
City Manager
City of Oshkosh

Zach Vruwink
City Administrator
City of Rhinelander

Jerry Deschane
Executive Director
League of Wisconsin
Municipalities

OFFICER

Matt Becker
Chief Executive Officer
League of Wisconsin
Municipalities Mutual
Insurance

LWMMI is very excited to announce a special grant for 2021. Since the start of the pandemic, we have seen many people in our communities enjoy the outdoors and our parks at an unprecedented level. These places have been a blessing during these times and LWMMI wants to support our communities and these activities.

To that end, we are announcing a \$1,000,000 parks and rec grant for our members. Below are the details:

WHO IS ELIGIBLE TO PARTICIPATE?

All current LWMMI members as of the date of this announcement are eligible.

HOW IS THE AMOUNT OF THE LWMMI GRANT DETERMINED FOR EACH MEMBER?

With a minimum of \$500, members will receive a grant calculated on their prorata portion of LWMMI's total direct earned premium for a 12-month period as of 6/30/2021, including premium on all lines of business (Workers Compensation, Liability and Auto Physical Damage).

WHAT TYPES OF ITEMS CAN THE GRANT BE USED FOR?

It is really up to you. The only restriction is that it is to be spent on areas considered to be parks and recreation. Examples include, but are not limited to, park benches & tables, landscaping, planted trees, shrubs or flower beds, signage, playground equipment, walking paths, gazebos, etc....

DO INSURED NEED TO APPLY FOR GRANT?

Nope. LWMMI will automatically calculate individual member grants which will be delivered to them by their agent. Members will not be required to fill out an application or submit receipts to LWMMI.

WHAT IF THE INSURED DOES NOT HAVE A PARK OR RECREATION AREA?

Certain members, such as special districts & others, do not have a designated park or recreation area. That is OK...and they will still receive a grant. However, we encourage them to use the grant to purchase items that will enhance the beauty and useableness of their individual location.

LWMMI is pleased to support this effort and excited to hear about the projects this will support. Please share details or photos of the projects going on in your community as we would love to see the results. As always, thanks for your participation in the program and contact LWMMI or your agent with any questions.

Thanks,
Matt Becker, CEO
LWMMI

LWMMI

League of Wisconsin Municipalities Mutual Insurance

131 West Wilson Street
Suite 502
Madison, Wisconsin 53703

p 608.833.9595
f 608.833.8088

matt@lwmmi.org
www.lwmmi.org

**WISCONSIN MUNICIPALITIES
INSURANCE - GENERAL EXPENSE ACCOUNT**

Village of Williams Bay

Type Reference
10/1/2021 Bill

13127

10/1/2021
Discount
Balance Due
3,434.00
Check Amount

Payment
3,434.00
3,434.00

Original Amt.
3,434.00

Cash Checking - Gen 2021 Parks & Recreation Grant

3,434.00



VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES STREETS AND HIGHWAYS COMMITTEE WEDNESDAY, SEPTEMBER 15, 2021 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

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

Roll Call

Trustees Stanek, Vlach and Umans

Also Present: President Duncan, Trustee D'Alessandro, Administrator Tobin, Clerk Pankau, Public Works Director Edwards, Police Chief Timm, Village Engineer Snyder and Harbormaster Blincoe.

Meeting Minutes

Vlach/Umans motion to approve meeting minutes of August 11, 2021. Unanimously carried.

Adjourn

Umans/Vlach motion to adjourn at 6:30pm. Unanimously carried.

/s/ Jackie Pankau, Village Clerk

These are not official minutes until approved by the Streets & Highways Committee

RESOLUTION NO. 2021-15
RESOLUTION ACCEPTING DEDICATION OF PROPERTY

WHEREAS, the University of Chicago (University) as set forth in the letter of November 2, 2021 which is Exhibit A attached and incorporated herein, has expressed its intent to dedicate to the Village of Williams Bay (Village) .03 acres of a larger parcel for use as a public right of way and such other uses as the Village deems appropriate; and

WHEREAS, the property proposed be dedicated by common law to the Village by the University is legally described and graphically depicted on the document entitled Common Law Dedication which is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Streets and Highways Committee and the Plan Commission of the Village having recommended to the Village Board that it accept the proposed common law dedication and that the property so dedicated become part of the right-of-way of Constance Boulevard; and

WHEREAS, the Village Board of the Village of Williams Bay having determined to accept the recommendations of the Streets and Highways Committee and the Plan Commission.

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

1. The common law dedication by the University of Chicago to the Village of Williams Bay of the property described in Exhibit B, for use as a public right-of-way and such other uses as the Village deems appropriate, is hereby accepted.
2. The subject property shall be deemed a part of the right-of-way of Constance Boulevard.

APPROVED by the Village Board of the Village of Williams Bay this _____ day of November, 2021.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, Chairperson

Attest: _____
Jackelyn Pankau, Clerk

EGERT LAW, S.C.

835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147

Nicholas A. Egert, Attorney

Debora K. Arnold, Paralegal
Jean C. Rossmiller, Legal Assistant
Carrie A. Vorpapel, Legal Assistant

Telephone: 262-248-6600
Facsimile: 262-248-6262
info@egertlawfirm.com

November 2, 2021

BOTH VIA E-MAIL

Mr. William Duncan, President
Village of Williams Bay
P.O. Box 580
Williams Bay, WI 53191

Ms. Becky Tobin, Administrator
Village of Williams Bay
P.O. Box 580
Williams Bay, WI 53191

Re: University of Chicago - Dedication of Property

Dear Bill and Becky:

As you know, I represent the University of Chicago. By this letter, please be advised that the University of Chicago, being owner of the real property located within the Village of Williams Bay and identified as Tax Parcel No. WAS 00001A, notifies you of its present intention to dedicate to the Village of Williams Bay the real property located within Tax Parcel No. WAS 00001A and depicted and more fully described on the enclosed Exhibit A, together with the improvements thereon (collectively, the "Dedicated Property"), as public lands and for use as a public right of way and such other public uses as the Village deems appropriate.

Tax Parcel No. WAS 00001A presently consists of approximately 8.7 acres and is zoned P&I. The Dedicated Property, as depicted on the enclosed plat of survey, consists of .03 acres (1,138 square feet) located within Tax Parcel No. WAS 00001A. Upon acceptance by the Village, the University will promptly cause recording with the Walworth County Register of Deeds of such resolutions and other documents as are necessary to evidence the common law dedication of the Dedicated Property to the Village.

If the Village wishes to consider the proposed common law dedication described above, and considers the Plan Commission and/or the Village Board to be the proper public authorities for purposes of acceptance, the University respectfully requests the matter be brought before those bodies at the joint Plan Commission and Village Board meeting currently scheduled for November 15, 2021.



Mr. William Duncan, President
Ms. Becky Tobin, Administrator
November 2, 2021
Page 2

Many thanks for your consideration of this request and please feel free to contact me should you have any questions or wish to discuss further.

Sincerely,

A handwritten signature in black ink, appearing to read 'NAE', with a stylized flourish at the end.

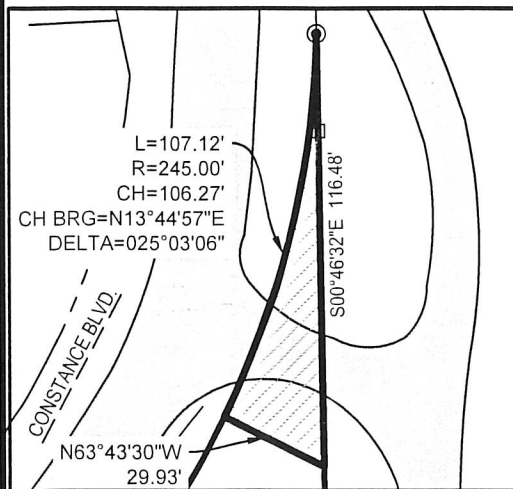
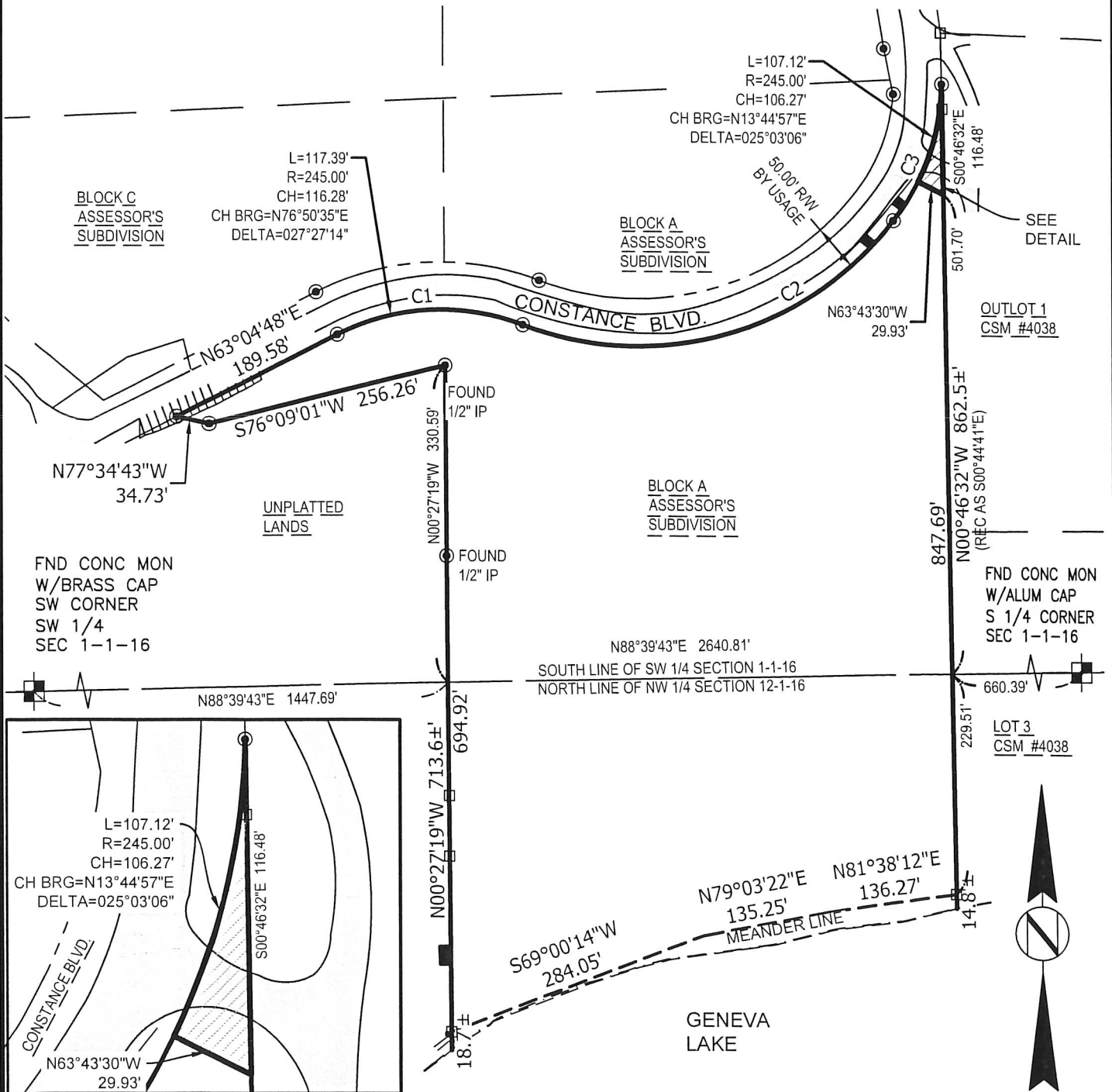
Nicholas A. Egert

NAE/jcr
Enclosure

cc: Ms. Bonnie Schaeffer, Zoning Administrator (with enclosure, via e-mail)
Mr. Mark Schroeder, Counsel to Village of Williams Bay (with enclosure, via e-mail)
University of Chicago (with enclosure, via e-mail)

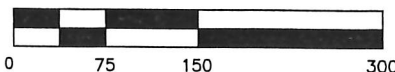
COMMON LAW DEDICATION

PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



DETAIL
SCALE 1"=50'

SCALE: 1" = 150'



LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- FOUND CONCRETE MONUMENT

SHEET 1 OF 2

SEH
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com PROJECT UOFCH #147585

EXHIBIT

B

COMMON LAW DEDICATION

PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

Part of Block A of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038; thence N00°46'32"W along said West line 501.70 feet to the point of beginning of the lands to be described; thence N63°43'30"W, 29.93 feet to the Southerly line of Constance Boulevard; thence Northeasterly 107.12 feet along said Southerly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N13°44'57"E, 106.27 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 116.48 feet to the point of beginning.

Said lands contain 1,138 Sq. Ft. or 0.03 Acres

Curve Table							
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
C1	245.00	47°17'24"	202.21	196.52	N86°45'40"E	S69°35'38"E	N63°06'58"E
C2	345.00	72°40'36"	437.61	408.86	N74°04'04"E	S69°35'38"E	N37°43'46"E
C3	245.00	36°30'21"	156.10	153.47	N19°28'35"E	N37°43'46"E	N01°13'24"E



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com PROJECT UOFCH #147585

SHEET 2 OF 2



VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES

PROTECTIVE SERVICES COMMITTEE

WEDNESDAY, OCTOBER 13, 2021 AT 6:30 PM

VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Trustee D'Alessandro at 6:33pm

Roll Call

Trustees D'Alessandro and Umans

Excused: Chairman Vlach

Also Present: Trustees Parker and Wright, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards, Police Chief Timm, Recreation Director Rowland and Library Director Schnupp.

Meeting Minutes

D'Alessandro/Umans motion to approve meeting minutes of September 7, 2021, September 15, 2021, October 4, 2021 and Joint Protective Services and Parks & Lakefront Committee meeting minutes of September 20, 2021. Unanimously carried.

Williams Bay Women's Civic League Temporary Alcohol License for February 5, 2022.

D'Alessandro/Umans motion to recommend Village Board approval of the Williams Bay Women's Civic League Temporary Alcohol License for February 5, 2022. Unanimously carried.

Monthly Police Activity Report

Chief Timm presented the monthly report and answered any questions.

Police Chief's Report

Chief Timm provided an update on current activities including joint efforts with the Library and the Rec Department for the Santa Parade and Book In The Bay. The Police Department has been working on 3 different audits through the summer and fall with 2 of them completed. SERPC will be performing their site audit at Cedar Point on October 14th. The background checks on the (2) applicants are in process.

Adjourn

D'Alessandro/Umans motion to adjourn at 6:43pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer



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UNOFFICIAL MINUTES FINANCE AND PERSONNEL COMMITTEE WEDNESDAY, OCTOBER 13, 2021 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Parker at 6:56pm

Roll Call

Trustees Parker, D'Alessandro, and Wright.

Also Present: Trustee Umans, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards, Police Chief Timm, Recreation Director Rowland and Library Director Schnupp.

Meeting Minutes

D'Alessandro/Wright motion to approve meeting minutes of September 17, 2021, September 21, 2021, September 23, 2021, September 27, 2021, September 28, 2021, and October 4, 2021. Unanimously carried.

Part-Time Recreation Specialist

Rowland discussed the qualifications of the applicant for the Recreation Specialist who was interviewed by himself, Administrator Tobin, and Trustee D'Alessandro. Their recommendation is to offer the position to Sheila Venteicher. D'Alessandro/Wright motion to recommend Village Board approval of hiring Sheila Venteicher at a starting wage of \$16/hour pending a background check. Unanimously carried.

Village Phone System

Tobin presented a proposal from Vonage to replace the existing phone system at the Village Hall, Water Department, Streets Department, Recreation Department, Fire Department and Library. The monthly cost will be \$724.25 for 35 phone lines. D'Alessandro/Wright motion to recommend Village Board approval of Vonage phone system. Unanimously carried.

Liberty National Supplemental Insurance

Tobin presented the proposal from Liberty National Insurance for supplemental insurance plans for employees. These would be pretax plans paid by the employee. D'Alessandro/Wright motion to recommend Village Board approval of adding Liberty National Supplemental Insurance to the Village's Section 125 plan. Unanimously carried.

Contract for Building Inspection Services

D'Alessandro/Wright motion to recommend Village Board approval of the SAFEbuilt contract for building inspection services effective January 1, 2022. Unanimously carried.

Investment Policy

The Committee reviewed the revised draft investment policy. Tobin stated that the state statute references were removed. Wright/D'Alessandro motion to recommend Village Board approval of the investment policy. Unanimously carried.

Fund Balance Policy

The Committee reviewed the draft fund balance policy. Discussion was held regarding the Library and recycling levy and whether they should be included in the calculation of operating expenses. Tobin and Peternell will clarify terminology of operating expenses. No action taken.

Resolution R-15-21 Commitment of 2020 Fund Balance

Discussion was held regarding the commitment amounts of the 2020 fund balance. It was the consensus of the Committee to defer recommendation until the fund balance policy is completed.

2022 Budget Notice Publication

Peternell presented the 2022 budget notice publication. The Committee requested to include detail on how the fund balance will be allocated. D'Alessandro/Wright motion to recommend Village Board approval of the 2022 Budget notice publication. Unanimously carried.

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

- Thanksgiving Holiday

It was the consensus of the Committee to discuss this item in open session. Tobin stated that upon reviewing the Village Personnel Policy over the last few months she noticed that the day after Thanksgiving is not a Village holiday. Non-union employees currently have 8.5 paid holidays so adding this day would make 9.5 paid holidays. The police department currently has 10 paid holidays as part of their union contract. She researched the surrounding municipalities and their holiday schedules and found that City of Delavan, City of Lake Geneva, Village of Fontana, and City of Elkhorn all have the day after Thanksgiving as a paid holiday. City of Delavan has 8 paid holidays plus 3 floating holidays. City of Lake Geneva, Village of Fontana, and City of Elkhorn all have 10 paid holidays. D'Alessandro/Wright motion to recommend Village Board approval of adding the day after Thanksgiving as a paid holiday.

Adjourn

D'Alessandro/Wright motion to adjourn at 7:50pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the Finance & Personnel Committee

Village of Williams Bay, WI

Fund Balance Policy

Purpose

The Village recognizes the need to maintain an operating reserve in the General Fund for the following purposes:

1. Hold adequate working capital to meet cash flow needs during the fiscal year.
2. Reduce the need for short term borrowing.
3. Serve as a safeguard for unanticipated expenditures of the Village.
4. Show fiscal responsibility to maintain a high credit rating, which will help to reduce future borrowing costs.

Policy

These policy guidelines will provide direction during the budget process and demonstrate a commitment to maintain adequate financial reserves for long-term financial planning.

1. The Village will maintain an unassigned General Fund balance of not less than 30% and no more than 50% based on the budgeted operating expenditures, as measured on December 31st of each year.
2. Any excess of revenues over expenditures at the end of the fiscal year will be added to the fund balance.
3. If the unassigned general fund balance shall fall below the minimum 30% range, the Village will replenish shortages/deficiencies using appropriate budget strategies.
4. Any projected surplus over 50% will be available for use by the Village as determined in the budget process, generally for one-time projects or debt reduction.

Reserves for all other Funds

Reserves in other funds will be maintained at levels to cover annual operating costs, or to provide for future capital costs. Deficit balances due to unforeseen circumstances will be addressed during the budget process.

Prior to calculating the General Fund reserve percentage, the Village will ensure that the Library and Recycling Fund have been made whole related to any budgeted/actual deficits.

Administrative Responsibilities

The Treasurer is responsible for monitoring and reporting the Village's various Fund Balance assignments. The Village Administrator and Treasurer will both make recommendations to the Village Board on the use of the various funds during the annual budget process and when the need may arise. The parameters should be reviewed by the Finance and Personnel Committee every 2 years or more often if conditions change.

November 4, 2021

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

This letter (the "Engagement Letter" is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") is being engaged by Williams Bay, WI (the "Client") to assist the Client with American Rescue Plan (ARP) advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client.

The proposed scope of services is as follows:

- Assist Client management team with lost revenue computations
- Support Client with assessments of project ARPA eligibility
- Serve as general resource for ARPA compliance and reporting at direction of the Client

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill knowledge, or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel.

The ability to provide the service will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes agreed upon.

Nonattest Services

The advisory services outlined above are considered nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

This engagement does not include an audit, review, or compilation in accordance with Generally Accepted Auditing Standards ("GAAS") of any financial statements. It is understood and agreed that while the Services may include advice and recommendations, all decisions in connection with the use thereof shall be the responsibility of, and made by the Client. The Services performed under this Engagement Letter do not include

Williams Bay, WI

November 4, 2021

the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Pricing

The Walworth County contract includes up to \$4,000 of services for the Client. Baker Tilly will keep Client apprised of budget status and will not exceed \$4,000 limit without Client approval.

Terms and Conditions

Reference shall be hereby made to that certain Walworth County Professional Services Contract by and between Walworth County and Baker Tilly US, LLP dated September 27, 2021 (the "Professional Services Contract"), the terms of which shall apply to and are incorporated herein. By executing this Engagement Letter, Client hereby agrees to be bound by the Professional Services Contract as if it was a party thereto.

Williams Bay, WI

November 4, 2021

We appreciate the opportunity to be of service to you.

If there are any questions, please contact Brad Elmer. Brad is available at 608 240 6760 or brad.elmer@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date

Contract # 2121
Vendor # 106564



Walworth County Professional Services Contract

County:	
Project Number:	21-072
Services to be provided:	American Rescue Plan (ARPA) Advisory Services (Provide technical support on the administration of ARPA grants for Eligible Walworth County Municipalities)
Contract Period:	Upon contract execution through final service request and completion or June 30, 2024, whichever occurs first.
Contract Amount:	Not to exceed \$116,000
County:	
Organization Name:	Walworth County
Address:	100 West Walworth Street Elkhorn, WI 53121
Walworth County Point of Contact :	Rich Abbott
Telephone:	262-741-4375
E-mail:	rabbott@co.walworth.wi.us
Consultant:	
Organization Name:	Baker Tilly US, LLP
Address:	4807 Innovate Ln, PO BOX 7398 Madison, WI 53707-7398
Consultant Point of Contact:	Carla Gogin / Brad Elmer
Telephones:	608-240-2460 / 608-240-6760
E-mails:	carla.gogin@bakertilly.com / brad.elmer@bakertilly.com

PROFESSIONAL SERVICES CONTRACT

Parties

This Contract is between **Walworth County** whose business address is 100 West Walworth Street, Elkhorn, WI 53121 hereinafter referred to as the County and **Baker Tilly US, LLP** whose business address is 4807 Innovate Ln, PO BOX 7398 Madison, WI 53707-7398 hereinafter referred to as Consultant.

Article 1 – Services to be Provided

This Contract sets forth the responsibilities, time and cost of goods and services relating to the American Rescue Plan Act (ARPA) Advisory Services by Consultant.

Section 1.1 Services to be Provided

The County and Consultant agree that the Consultant will provide the following services:

Consultant will work with each Eligible Walworth County Municipality (Eligible Municipality) to determine the range of services needed to advance ARPA planning, funding strategies, program management, and implementation. Consultant agrees to combine introductory trainings or meetings with Eligible Municipalities to gain financial efficiencies and share information. The total fee rates for these meetings shall be divided equally by the number of Eligible Municipalities who attend. Following is the broad range of services available to each Eligible Municipality based upon their needs and subject to funding limits set forth in Section 4.1:

Research and planning

- Develop understanding of eligible uses and limitations of the FRF (Fiscal Recovery Funds) based on Treasury Guidance
- Assist Community management with lost revenue computations

Planning and communication

- Assist Community to systematically assemble community priorities
- Assist Community to develop and communicate a strategy to match community priorities to available funding
- Assist Community to develop a plan for transparency and stakeholder inclusion
- Develop quantitative and qualitative ARP financing plan
- Attend meetings with the Community and stakeholders

Program implementation

- Assist Community with cash flow management plan and investment of funds
- Assist Community to prepare budgets and appropriations of FRF
- Assist Community to establish procedures, mechanisms, and administration for fund distribution to businesses and/or individuals
- Assist Community to develop programs for pass through funding opportunities, including a web-based portal to receive applications, track spending and create reports

Compliance

- Support Community with accounting and reporting compliance matters
- Support Community with proper procurement policies and procedures
- Assist with the development or amendment of financial policies required to comply with US Treasury guidance
- Serve as a resource with respect to filing of federally required reports
- Consult with the Community regarding the process for a single audit

Funding pursuits

- Monitor and communicate updates on potential funding from state and federal agencies
- Assist Community to coordinate additional and/or competitive funding with FRF to achieve strategic objectives

Nonattest Services

The consultant's services do not include an audit, review, or compilation in accordance with Generally Accepted Auditing Standards ("GAAS") of any financial statements. It is understood and agreed that while the Services may include advice and recommendations, all decisions in connection with the use thereof shall be the responsibility of, and made by the Eligible Municipalities. The Services performed under this Contract do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. The Eligible Municipalities should consult with their legal counsel with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

As part of this Contract, we will perform certain nonattest services. For purposes of this Contract, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on the County's behalf or on behalf of the the Eligible Municipalities with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, the County and Eligible Municipalities agree to:

- > Continue to make all management decisions and perform all management functions.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

The following twenty-eight (28) Eligible Municipalities may request services from the Consultant under this contract:

Town, City or Village	Official's Name	Title	Address	City, State, Zip	Email Address or phone
City of Delavan	Andrea White	City Clerk	P.O. Box 465	Delavan, WI 53115	clerk@ci.delavan.wi.us
City of Delavan	Ryan Schroeder	Mayor	510 S Seventh St	Delavan, WI 53115	rschroeder@ci.delavan.wi.us
City of Delavan	Brian Wilson	City Administrator	P.O. Box 465	Delavan, WI 53115	cityadmin@ci.delavan.wi.us
City of Elkhorn	Lacey Reynolds	City Clerk	P.O. Box 920	Elkhorn, WI 53121	cityclerk@cityofelkhorn.org
City of Elkhorn	Bruce Lechner	Mayor	P.O. Box 920	Elkhorn, WI 53121	blechner@cityofelkhorn.org
City of Elkhorn	James Heilman	City Administrator	P.O. Box 920	Elkhorn, WI 53121	jheilman@cityofelkhorn.org
City of Lake Geneva	Charlene Klein	Mayor	817 Wisconsin St.	Lake Geneva, WI 53147	mayor@cityoflakegeneva.com

City of Lake Geneva	Dave Nord	City Administrator	626 Geneva St.	Lake Geneva, WI 53147	cityadmin@cityoflakegeneva.com
City of Lake Geneva	Lana Kropf	City Clerk	626 Geneva St.	Lake Geneva, WI 53147	cityclerk@cityoflakegeneva.com
City of Whitewater	Cameron Clapper	City Manager	P.O. Box 178	Whitewater, WI 53190	cclapper@whitewater-wi.gov
City of Whitewater	Lynn Binnie	Council President	1315 W. Satinwood Ln.	Whitewater, WI 53190	lbinnie@whitewater-wi.gov
City of Whitewater	Michele Smith	City Clerk	P. O. Box 178	Whitewater, WI 53190	msmith@whitewater-wi.gov
Town of Bloomfield	Daniel Schoonover	Chairman	P.O. Box 704	Pell Lake, WI 53157	danschoonover80@yahoo.com
Town of Bloomfield	Lori Domino	Town Clerk/Treasurer	P.O. Box 704	Pell Lake, WI 53157	townclerk@townofbloomfield.com
Town of Darien	Cecil Logterman	Chairperson	N4193 Highway 14	Darien, WI 53114	loggys@yahoo.com cecil.logterman@sharontelephone.com
Town of Darien	Marilyn Larson	Town Clerk	N2826 Foundry Road	Darien, WI 53114	darientclerk@sharontelephone.com
Town of Delavan	Kristy McChristy	Town Clerk	5621 Town Hall Road	Delavan, WI 53115	clerk@townofdelavan.com
Town of Delavan	Larry Malsch	Chairperson	417 First St.	Delavan, WI 53115	lmalsch@townofdelavan.com
Town of Delavan	John Olson	Town Administrator	116 Rolling Meadow	Darien, WI 53114	admin@townofdelavan.com
Town of Delavan	Katherine Gaulke	Town Supervisor			kgaulke@townofdelavan.com
Town of East Troy	Kim Buchanan	Town Clerk	P.O. Box 872	East Troy, WI 53120	tetclerk@townofeasttroy.com
Town of East Troy	Joseph Klarkowski	Chairperson	P.O. Box 872	East Troy, WI 53120	jklarkowski@wi.rr.com
Town of Geneva	Debra Kirch	Town Clerk/Treasurer	N3496 Como Road	Lake Geneva, WI 53147	treasurer@townofgenevawi.com
Town of Geneva	Joseph Kopecky	Chairperson	W3127 Maclean Rd.	Elkhorn, WI 53121	chair@townofgenevawi.com
Town of LaGrange	Frank Taylor	Chairperson	N8676 Tamarack Rd.	Whitewater, WI 53190	Frank162@centurytel.net
Town of La Grange	Crystal Hoffman	Town Clerk/Treasurer	P.O. Box 359	Whitewater, WI 53190	clerk@townoflagrangewi.com

Town of Lafayette	Katherine Fuller	Town Clerk/Treasurer	N5573 Bowers Rd	Elkhorn, WI 53121-4165	townoflafayette@gmail.com
Town of Lafayette	Jason Collins	Town Supervisor			jasoncollins989@gmail.com
Town of Lafayette	Barbara Fischer	Chairperson	N5573 Bowers Rd	Elkhorn, WI 53121-4165	lafayettechair@gmail.com
Town of Linn	Jim Weiss	Chairperson	W4656 Tory's Trail	Fontana, WI 53125	jweiss@townoflinn.com
Town of Linn	Jim Hurley	Administrator/ Treasurer	P. O. Box 130	Zenda, WI 53195	admin@townoflinn.com
Town of Linn	Alyson Morris	Town Clerk	P. O. Box 130	Zenda, WI 53195	clerk@townoflinn.com
Town of Lyons	Karla Hill	Town Clerk	P.O. Box 337	Lyons, WI 53148	townoflyons@wi.rr.com
Town of Lyons	Kevin Batz	Chairperson	5740 Alvin Howe Rd.	Burlington, WI 53105	kjbatz@gmail.com
Town of Lyons	Rhea Smith	Town Treasurer	PO Box 148	Lyons, WI 53148	lyonstreasurer@wi.rr.com
Town of Richmond	Barbara Ceas	Town Clerk	W8776 Territorial Rd.	Whitewater, WI 53190	ceasb@idcnet.com
Town of Richmond	Jeff Karbash	Chairperson	N5612 Johnson Rd.	Delavan, WI 53115	TheDuckInn@att.net
Town of Sharon	Kellye Diem	Town Clerk/Treasurer	N1097 Bollinger Road	Sharon, WI 53585	clerk@townofsharonwi.com
Town of Sharon	Richard Brandl	Chairperson	N2084 County Line Road	Clinton, WI 53525	(no email)
Town of Spring Prairie	Donald Trimberger	Board Supervisor	N6433 Horse Hollow Ln.	Burlington, WI 53105	(no email)
Town of Spring Prairie	Tom Bolfert	Chairperson	W1400 Spring Prairie Rd.	Burlington, WI 53105	springprairie@centurytel.net
Town of Spring Prairie	Calli Milligan	Town Clerk/Treasurer	N6097 State Highway 120	Burlington, WI 53105	springprairie@centurytel.net
Town of Sugar Creek	Diane Boyd	Town Clerk/Treasurer	P. O. Box 287	Elkhorn, WI 53121	townsugarcreek@elknet.net
Town of Sugar Creek	Dale Wuttke	Chairperson	W5269 Lakewood Cir.	Elkhorn, WI 53121	dgwuttke@elknet.net

Town of Troy	John Kendall	Chairperson	W3296 County Rd. J	East Troy, WI 53120	chair@townoftroy.com
Town of Troy	Tracey Raymond	Town Clerk/Treasurer	N8870 Briggs St.	East Troy, WI 53120	clerktreas@townoftroy.com
Town of Walworth	David J. Rowbotham	Chairperson	P.O. Box 386	Walworth, WI 53184	
Town of Walworth	Marie Baker	Town Clerk/Treasurer	P. O. Box 386	Walworth, WI 53184	clerk@townofwalworth.com
Town of Whitewater	Lowell Hagen	Chairperson	W8590 Willis Ray Road	Whitewater, WI 53190	Lhagen@hagentrucking.com
Town of Whitewater	Jorja Boiley	Town Clerk/Treasurer	W8590 Willis Ray Road	Whitewater, WI 53190	townofwhitewater@yahoo.com
Village of Bloomfield	Dan Aronson	President	W1009 Juneau Rd.	Genoa City, WI 53128	
Village of Bloomfield	Lloyd Cole	Village Administrator	P.O. Box 609	Pell Lake, WI 53157	vobadministrator@bloomfield-wi.us
Village of Bloomfield	Candace Kinsch	Interim Village Clerk	P.O. Box 609	Pell Lake, WI 53157	ckinsch@bloomfield-wi.us
Village of Darien	Lindsey Peterson	Village Administrator/Clerk-Treasurer	P.O. Box 97	Darien, WI 53114	lpeterson@darienwi.com
Village of Darien	Jane Stiles	President	124 Oak St.	Darien, WI 53114	jane@blissmachineltd.net
Village of East Troy	Scott Seager	President	2919 Autumn Ln.	East Troy, WI 53120	sseager@easttroywi.gov
Village of East Troy	Lorri Alexander	Administrator/Clerk-Treasurer	2015 Energy Drive	East Troy, WI 53120	voet@easttroywi.gov
Village of Fontana	Theresa Loomer	Village Administrator/Clerk	P. O. Box 200	Fontana, WI 53125	theresa@villageoffontana.com
Village of Fontana	Pat Kenny	President	785 Indian Hills Rd.	Fontana, WI 53125	kennyp@villageoffontana.com
Village of Fontana	Stephanie Smith	Deputy Clerk/Treasurer	P.O. Box 200	Fontana, WI 53125	stephaniesmith@villageoffontana.com
Village of Fontana	Julie Olson	Deputy Clerk	P.O. Box 200	Fontana, WI 53125	missfontana@villageoffontana.com
Village of Genoa City	Claudia Jurewicz	Village Clerk/Treasurer	P. O. Box 428	Genoa City, WI 53128	gcclerk@charter.net
Village of Genoa City	Ken Parker	President		Genoa City, WI 53128	parkerge70@gmail.com

Village of Sharon	Mark Ruosch	President	208 Park Ave.	Sharon, WI 53585	villagepresident@vostrustees.com
Village of Sharon	Susan Steele	Village Admin/Clerk/Treasurer	P. O. Box 379	Sharon, WI 53585	clerk@villageofsharon.com
Village of Walworth	Theresa Keyes	Village Clerk/Treasurer	P. O. Box 400	Walworth, WI 53184	clerk@villageofwalworth.us
Village of Walworth	Louise Czaja	President	P. O. Box 400	Walworth, WI 53184	lczaja@villageofwalworth.us
Village of Williams Bay	Lori Peternell	Village Treasurer	P.O. Box 580	Williams Bay, WI 53191	treasurer@williamsbay.org
Village of Williams Bay	Jackie Pankau	Village Clerk	P.O. Box 580	Williams Bay, WI 53191	clerk@williamsbay.org
Village of Williams Bay	Becky Tobin	Village Administrator	P.O. Box 580	Williams Bay, WI 53191	admin@williamsbay.org
Village of Williams Bay	William B. Duncan	President	P.O. Box 580	Williams Bay, WI 53191	bduncan@williamsbay.org

Responsibilities of the County:

Meeting Facilities

- County shall provide use of our meeting conference rooms for Consultant hosted group meetings, trainings, or individual consultations with Eligible Municipalities at no cost to the Consultant.

Article 2 – Term

Section 2.0 Term

This Contract is to be effective upon contract execution through final services request and completion or June 30, 2024, whichever occurs first.

Article 3 – Performance

Section 3.1 Regulations

The Consultant agrees to comply with all the requirements of all applicable federal, state, and local laws.

Section 3.2 Inability to Provide Quality Services

The Consultant shall notify the County immediately in writing and deliver in person or by registered mail whenever it is unable to provide the quality of services agreed to in the contract. Upon such notification, the County and Consultant shall determine whether such inability will require a revision or termination of this Contract. (See Article 15 “Revision or Termination of this Contract.”)

Section 3.3 Remedies for Noncompliance

In the event the Consultant fails to provide ARPA Advisory Services or if the Consultant creates errors which result in incorrect lost revenue calculations or ineligible grant expenditures Consultant shall provide assistance to request reconsideration by the US Treasury at no additional cost, subject to a maximum of 10 hours per Eligible Municipality. For the avoidance of doubt, the Consultant shall not be responsible for errors created by an Eligible Municipality giving the Consultant any information, including representations by Eligible Municipality leadership that is not complete, accurate or current, whether or not such leadership knew or should have known that such information was not complete, accurate or current. If the Consultant fails to comply with Federal statutes, regulations or the terms and conditions of this contract the County may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Consultant, but solely with respect to payments relating to the portion pending correction.
2. Reserved.
3. Wholly or partly suspend or terminate the contract.
4. Take other remedies that may be legally available.

Section 3.4 Documentation of Quality of the Services Provided

The Consultant shall retain all documentation necessary to adequately demonstrate the time, cost, duration, location, scope, quality, and effectiveness of services rendered under the Contract. The County reserves the right to not pay for services reported by the Consultant that are not supported by documentation required under this Contract.

Section 3.5 Standards for Performance in Delivery of Services

The County will monitor the Consultant's performance and will use the results of this monitoring to evaluate the Consultant's ability to provide adequate services to the County. If the Consultant fails to meet contract goals and reasonably expected results, the County may reduce or terminate the Contract immediately.

Section 3.6 Force Majeure

Neither party shall be in default by reason of any failure in the performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

Article 4 – Payment and Allowable Costs**Section 4.1 Amount Paid Under Contract**

The maximum payment under this Contract is **\$116,000**. Actual total payment will be based upon the services authorized by the County and the amount of services performed by the Consultant. It is understood and agreed by all parties that the County assumes no obligation to purchase from the Consultant any minimum amount of services as defined in the terms of this Contract. Walworth County is not financially liable for any services provided by the Consultant in excess of the Maximum Payment Amounts herein.

ARPA Advisory Services will be performed by the Consultant at the following fee rates:

Service Description	Hourly fee*
Lost Revenue Calculations	\$ 170 per hour

ARPA Consulting Services	\$ 300 per hour
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* All fees shall be billed in ¼ hour increments

* Travel time shall be billed at 50% of the service rate

The maximum payment for each Eligible Municipality and Contract Administrative Fees are as follows:

	Eligible Municipality or Fee Type:	Maximum Payment Amount:
1	City of Delavan	\$ 4,000
2	City of Elkhorn	\$ 4,000
3	City of Lake Geneva	\$ 4,000
4	City of Whitewater	\$ 4,000
5	Town of Bloomfield	\$ 4,000
6	Town of Darien	\$ 4,000
7	Town of Delavan	\$ 4,000
8	Town of East Troy	\$ 4,000
9	Town of Geneva	\$ 4,000
10	Town of La Grange	\$ 4,000
11	Town of Lafayette	\$ 4,000
12	Town of Linn	\$ 4,000
13	Town of Lyons	\$ 4,000
14	Town of Richmond	\$ 4,000
15	Town of Sharon	\$ 4,000
16	Town of Spring Prairie	\$ 4,000
17	Town of Sugar Creek	\$ 4,000
18	Town of Troy	\$ 4,000
19	Town of Walworth	\$ 4,000
20	Town of Whitewater	\$ 4,000
21	Village of Bloomfield	\$ 4,000
22	Village of Darien	\$ 4,000
23	Village of East Troy	\$ 4,000
24	Village of Fontana	\$ 4,000
25	Village of Genoa City	\$ 4,000
26	Village of Sharon	\$ 4,000
27	Village of Walworth	\$ 4,000
28	Village of Williams Bay	\$ 4,000
29	Contract Administrative Fee	\$ 4,000
Total:		<u>\$ 116,000</u>

Section 4.2 Reimbursement of Expenses

The County is not liable to the Consultant for any expenses paid or incurred by the Consultant unless otherwise agreed in writing.

Section 4.3 Taxes

The Consultant understands that they are responsible for all applicable taxes. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Consultant or

any employees of the Consultant. The Consultant shall provide the Walworth County Department of Finance with a federal employer identification or social security number to allow for proper reporting to federal tax authorities.

Section 4.4 Invoicing and Payment

The Consultant will invoice the County for services rendered monthly. All invoices shall itemize services rendered, including Eligible Municipality served, date of service, amount of hours, and a detailed description of each service provided. All invoices are to be mailed to Walworth County Finance Department – Accounts Payable Division, 100 West Walworth Street, Elkhorn, WI 53121 or emailed to apsupport@co.walworth.wi.us. Unless otherwise agreed, Walworth County will pay properly submitted vendor invoices within forty five (45) days of receipt of services. Payment will not be made until services are accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, if applicable. Walworth County's preference is to pay for services on procurement card (P-card). However, if P-card is unacceptable, payment will be made in accordance with the above.

Section 4.5 Payment in Excess of Earned Amount

The Consultant shall return to the County any funds paid in excess of the amount earned under this Contract within 90 days of the end of the Contract period. If the Consultant fails to return funds paid in excess of the amount earned, the County may recover the excess payment from subsequent payments made to the Consultant or through other collection means.

Article 5 – Confidentiality

Section 5.1 Confidentiality

The Consultant acknowledges that certain information disclosed during the performance of this Contract is confidential and/or proprietary to the Eligible Municipalities. Such confidential or proprietary information shall not be disclosed to third parties without written consent from the Eligible Municipalities. This section shall not apply to information which is (A) publicly known, (B) already known to the Consultant, (C) disclosed to Consultant by a third party without restriction, (D) independently developed, or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the services performed.

The Consultant shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or information obtained from the Eligible Municipalities or from others in carrying out its function is disclosed. Upon request, the Consultant may make certain information available to the Eligible Municipalities in order to ensure such procedures are acceptable. Any person(s) requesting information should be referred directly to the Eligible Municipality.

Section 5.2 Contract Not Confidential

Except for documents identified as an exception to Wis. Stats. S. 19.36(3), the Contract and all related documents are not confidential.

Section 5.3 Promotional Advertising

Reference to or use of Walworth County, any of its departments, or sub-units or any County official or employee for commercial promotion is prohibited.

Article 6 – Conflict of Interest

The Consultant shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

Article 7 – Debarment and Suspension

The Consultant certifies through signing this Contract that neither the Consultant nor any of its principals are on the state or federal government list of debarred or ineligible consultants. In addition, the Consultant shall notify the County within (5) five business days in writing and send by registered mail if the Consultant or its principals receive a designation from the state or federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a state or federal agency. The County may consider suspension or debarment to be cause for implementing high risk contract provisions under Article 16 “Special conditions for high risk contract” or for revising or terminating the Contract under Article 15 “Revision or termination of this Contract.”

Article 8 – Warranty; Disclaimers

The Consultant warrants that the services provided shall be performed by qualified and competent personnel in accordance with industry practice and the high standards of care and practice appropriate to the nature of the services rendered.

The services performed under this Contract do not include the provision of legal advice and Consultant makes no representations regarding questions of legal interpretation. The County should consult with its attorneys with respect to any legal matters or items that require legal interpretation, under federal, state or other type of law or regulation.

To the extent permitted by applicable law and notwithstanding the Standard Terms and Conditions of Walworth County in Article 18, the services and Deliverables are provided “as is” and the Consultant does not make warranties of any kind, express, implied, or statutory, including those of merchantability, fitness for a particular purpose, and non-infringement or any representations regarding availability, reliability, or accuracy of the services.

Article 9 – Independent Consultant

Section 9.1 Independent Consultant

Nothing in this Contract shall create a partnership or joint venture between the County and the Consultant. The Consultant is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County. The Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of the County.

Section 9.2 Contract Not Assignable

This Contract is not assignable, in whole or in part, by the County or Consultant without written consent of Walworth County.

Section 9.3 Sub-Contracting

The Consultant agrees that no sub-contract with a third party, for all or any part of the Consultant’s responsibilities identified in this Contract, may be entered into without prior written approval of the County. The County agrees not to unreasonably withhold approval for the Consultant to sub-contract, provided the sub-contractor abides by the terms and conditions of this Contract. Regardless of the participation of an approved sub-contractor, the Consultant agrees to retain primary responsibility for the fulfillment of its obligations under this Contract. The Consultant shall be fully responsible to the County for the acts, errors and omissions if his subcontractors and/or persons either directly or indirectly employed by them as he is for the acts, errors and omissions of persons directly employed by the Consultant.

Section 9.4 No Authority to Bind County

The Consultant has no authority to enter into contracts on behalf of the County. This Contract does not create a partnership between the parties.

Section 9.5 No Construction

All terms and conditions included in this Contract are understood as NO CONSTRUCTION AGAINST ANY PARTY. This Contract is the product of informed negotiations between the County, the parties, all of whom are acknowledged to have been represented by competent and informed counsel. If any part of this Contract is deemed to be unclear or ambiguous, it shall be construed as if it were drafted jointly by all parties.

Article 10 – Indemnity and Insurance**Section 10.1 Indemnity**

Consultant agrees that it will, at all times during the existence of this Contract, indemnify the County, its officers, agents and employees (each a “Covered Person”) against any and all liability, including claims, demands, damages, actions or causes of actions; together with any and all losses, costs or expense, including attorney fees, where such liability is founded upon or grows out of any third party claim, to the extent such third-party claim is determined to be arising out of the gross negligence, willful misconduct or fraudulent behavior of the Consultant, its employees, agency or subcontractors with the services. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs or expenses caused by the County.

Notwithstanding the foregoing, in compliance with AICPA independence requirements, the County hereby releases Consultant, its subsidiaries and their present or former partners, principles, employees, officers and agents from, and acknowledge that such parties shall not be required to indemnify the County or any Covered Person against, any costs, fees, expenses, damages and liabilities (including attorneys’ fees and all defense costs) relating to or arising as a result of the acts or omissions of the County or any Covered Person.

Furthermore, because of the importance of the information that the Municipalities provides to Consultant with respect to the Consultant’s ability to perform the services, the County hereby releases the Consultants and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney’s fees, relating to the services that arise from or relate to any information, including representations by the Municipalities, provided by the Municipalities, its personnel or agents, that is not complete, accurate or current.

Section 10.2 Insurance

The Consultant agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, the Consultant will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. Such insurance shall be primary. The types of insurance coverage shall not be less than the minimum amounts below:

- Professional Liability-Errors and Omissions: minimum amount \$1,000,000 per injury/\$1,000,000 aggregate
- General Liability: minimum amount \$1,000,000
- Auto Liability (if applicable): minimum amount \$1,000,000
- Workers Compensation: minimum amount \$100,000 per accident

The County reserves the right to increase, decrease and/or add additional insurance if necessary.

The Consultant acknowledges that its indemnification liability to the County is not limited by the limits of this insurance coverage.

Upon signing this Contract, the Consultant will furnish the County with a “Certificate of Insurance” with the County listed as “additional insured” verifying the existence of such insurance; provided, however, the County shall not be required to be listed as an “additional insured” on the Professional Liability-Errors and Omissions insurance policy. In the event of any action, suit, or proceedings against the County upon any matter indemnified against, the County shall notify the Consultant by registered mail within five business days.

The Consultant shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s).

Section 10.3 Limitation on Damages

The liability (including attorney's fees and ALL other costs) of Consultant and its present or former partners, principals, agents, or employees related to any claim for damages relation to the services performed under this contract shall not exceed the fees paid to Consultant for the portion of work to which the claim relates, except to the extent finally determined to have resulted from the sole negligence, willful misconduct, or fraudulent behavior of Consultant relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liability for any lost profits, lost business opportunity, lost data, consequential, special incidental, exemplary or punitive damages, delays, interruptions, or viruses arising out of or relating to this contract even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this contract are materially bargained for the basis of this contract and that they have been taken into account and reflected in determining the consideration to be given by each party under this contract and in the decision by each party to enter into this contract. The terms of this section 10 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence), whether of the County, Consultant or others, but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after termination of this contract.

Article 11 – License, Certification, and Staffing

Section 11.1 License and Certification

The Consultant shall meet local, state and federal service standards and applicable state training, licensure and certification requirements as expressed by local, state and federal rules and regulations applicable to the services covered by this Contract. The Consultant shall attach copies of its license or certification document and the most recent licensing or certification report concerning the Consultant to this Contract when returning the signed Contract to the County. During the Contract period, if applicable, the Consultant shall also send the County copies of any licensing inspection reports within 5 business days of receipt of such reports.

Section 11.2 Staffing

The Consultant shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.

Section 11.3 Professional Status

The Consultant shall remain licensed to do business in the State of Wisconsin during the term of this Agreement.

Article 12 – Records

Section 12.1 Ownership

All deliverables and /or other products of this Contract (including but not limited to all procedures, solicitation packages, reports, records, summaries and any other matter and materials prepared by the Consultant in performance of this Contract) (collectively, the "Deliverables") will be the sole, absolute and exclusive property of the County, free from any claims or retention of rights, thereto on the part of the Consultant, its agents, subcontractor, officers or employees; provided, however, Deliverables shall not include, and Consultant shall retain ownership of, workpapers it creates to support the Deliverables under this Contract. Notwithstanding the foregoing, the Consultant will maintain all ownership right, title and interest to all of Consultant's Knowledge. For purposes of this Contract "Consultant's Knowledge" means Consultant's proprietary programs, modules,

products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Consultant prior to the Effective Date of this Contract (“Consultant’s Preexisting Knowledge”) (2) developed or obtained by Consultant after the Effective Date, that are reusable from client to client and project to project, where the County has not paid for such development; and (3) extensions, enhancements, or modifications of Consultant’s Preexisting Knowledge which do not include or incorporate the County’s confidential information. To the extent that any Consultant Knowledge is incorporated into the Deliverables of this Contract, the Consultant grants to the County a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Consultant Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of the Consultant.

The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of the Consultant and constitutes confidential information. Consultant may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Consultant does not retain any original client records; Consultant will return such records to the County at the completion of the Services rendered under this engagement. When such records are returned to the County, it is the County’s responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, the County acknowledges and agrees that, upon the expiration of the documentation retention period, Consultant shall be free to destroy Consultant’s workpapers related to this engagement. If Consultant is required by law, regulation or professional standards to make certain documentation available to regulators, the County hereby authorizes Consultant to do so

Section 12.2 Maintenance of Records

The Consultant shall maintain and retain such records and financial statements as required by state and federal laws, rules, and regulations.

Section 12.3 Examination and Access to Records

The Consultant agrees the County, the Comptroller General of the United States, or any of their authorized representatives shall at any time during normal business hours, upon reasonable notice, have access to and the right to examine, audit, transcribe, and copy, on the Consultant’s premises, any of the Consultant’s records and computer data storage media involving transactions directly pertinent to this Contract. If the material is on computer data storage media, the Consultant shall provide copies of the data storage media or a computer printout of such if the County so requests. Any charges for copies of books, documents, papers, records, computer data, storage media or computer printouts provided to the County shall not exceed the actual cost to the Consultant. This provision shall survive the termination, cancellation or expiration of this Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

Article 13 – Reporting

As applicable, the Consultant shall comply with the reporting requirements of the Eligible Municipalities as outlined in each applicable statement of work or engagement letter entered into between the Consultant and the Eligible Municipality. All reports shall be in writing and, when applicable, in the format specified by the Municipality. All reports shall be supported by the Consultant’s records. All reports shall be hand delivered to the Municipality, sent by secure e-mail, or sent to the Municipality via registered mail at the address listed in this Contract, if required.

Article 14 – Resolution of Disputes

Section 14.1 Appeal

The Consultant may appeal decisions of the County in accordance with the terms and conditions of the Contract and Wis. Stats Chapter 68.

Section 14.2 Choice of Law

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Wisconsin and venue for any legal action between parties shall be in Walworth County Circuit Court.

Article 15 – Revision or Termination of this Contract

Section 15.1 Termination for Cause or Revision

Failure to comply with any part of this Contract may be considered cause for revision or termination of this Contract. Either party may terminate this Contract at any time immediately for good cause. The terminating party may permit the other party a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. The terminating party shall not unreasonably withhold such permission.

Consultant may terminate this Contract upon thirty (30) days written notice to the County in the event the County breaches a material term of this Contract that goes uncured for ten (10) days following notice from the Consultant.

Section 15.2 Amendments

All changes that are mutually agreed upon by and between the County and the Consultant, including any increase or decrease in the amount of the Consultant's compensation, shall be in writing and designated as written amendments to this Contract.

Section 15.3 Severability

If any part of this Contract shall be held unenforceable, the rest of this Contract will nevertheless remain in full force and effect.

Section 15.4 Termination for Convenience

Either party may terminate this Contract by a 90-day written notice to the other party. The parties shall deal with each other in good faith during the 90-day period after notice of intent to terminate has been given.

In the event of termination, all finished Deliverables prepared by the Consultant under this Contract shall, at the option of the County, become the property of the County.

Section 15.5 Termination Liability

Upon termination, the County's liability shall be limited to the services rendered and costs incurred by the Consultant up to the date of termination. If the County terminates the Contract for reasons other than non-performance by the Consultant, the County may compensate the Consultant for its actual allowable costs in an amount determined by mutual agreement of both parties. If the County terminates the Contract for the Consultant's breach, the Consultant may be liable for any reasonable additional costs the County incurs for replacement services and the County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the County from the Consultant is determined.

Section 15.6 Non-Appropriation of Funds

County reserves the right to cancel this Contract in whole or in part without penalty if the County Board fails to appropriate funds for the continuation of the contract for any ensuing fiscal year.

Article 16 – Special Provisions for High Risk Contract

During the course of the Contract, the County may determine that this Contract is high risk as a result of evaluating the Consultant's performance or other factors. Determination of high risk status could result in the County unilaterally implementing the following changes:

- a. Modifying the payment method to a cost reimbursement basis;

- b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- c. Requiring additional, more detailed financial reports;
- d. Performing additional project monitoring;
- e. Requiring the Consultant to obtain technical or management assistance;
- f. Establishing additional prior approvals; or
- g. Other conditions that the County considers appropriate considering the circumstances.

The Consultant may appeal these changes under Article 14 “Resolution of Disputes,” or it may request renegotiation of the Contract or give notice of termination of the Contract under Article 15 “Revision or Termination of this Contract.”

Article 17 – Nondiscrimination/Affirmative Action

In connection with the performance of work under this Contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats. S. 51.01 (5), sexual orientation as defined in Wis. Stats., s. 111.32(13m), or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to ensure equal employment opportunities consistent with 2 CFR § 200.321. Failure to comply with the conditions of this clause may result in the Consultant(s) becoming declared an ineligible Consultant, termination of the Contract, or withholding of payment.

Article 18 – Other Provisions

Section 18.1 Standard Terms and Conditions

The Standard Terms and Conditions of Walworth County are made a part of this Contract by reference. Standard Terms and Conditions are available on the internet, under the Purchasing Division, Doing Business with Walworth County on the Walworth County Website or by clicking on the following link:

<http://www.co.walworth.wi.us/DocumentCenter/View/479/05-2017-Standard-Terms-and-Conditions-PDF>

Section 18.2 Order of Precedence

In the event of conflict with the incorporated elements of the Contract, the following order of precedence shall prevail:

- Professional Services Contract
- Walworth County Standard Terms and Conditions

Section 18.3 Billing and Collection Procedures

County and Consultant must conduct any electronic health care administrative transactions covered by HIPAA & HITECH consistent with the Electronic Transactions and Code Sets Rule.

Section 18.4 Compliance with Federal Law, Regulations and Executive Orders

American Rescue Plan Act of 2021 financial assistance will be used to fund all or a portion of this Contract. The Consultant will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives.

Article 19 – Federal Contract Terms and Conditions

19.1 Federal Contract Terms and Conditions

In the event of a conflict between the terms in Article 19 and the terms of other articles of the Contract or any other exhibit or appendix, the terms of Article 19 shall govern.

- 19.1.1 **Debarment and Suspension.** The Consultant represents and warrants that, as of the effective date of the Contract, neither the Contractor nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Contractor or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Consultant shall notify the County immediately.
- 19.1.2 **Record Retention.** The Consultant certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Consultant further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives County notice that the County has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 19.1.3 **Procurement of Recovered Materials.** The Consultant represents and warrants that in its performance under the Contract, the Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 19.1.4 **Clean Air Act and Federal Water Pollution Control Act.** The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 19.1.5 **Energy Efficiency.** The Consultant certifies that the Consultant will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 19.1.6 **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended).** The Consultant certifies the following:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 19.1.7 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Consultant must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Consultant is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
- 19.1.8 Right to Inventions. If the federal award is a "funding agreement" under 37 CFR 401.2 and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the County must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 19.1.9 DHS Seal, Logo, and Flags. The Consultant shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal agency pre-approval.
- 19.1.10 Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, Consultant, or any other party pertaining to any matter resulting from the Contract.
- 19.1.11 Domestic (U.S.) Procurement Preference. (2 CFR § 200.322). Consultant should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (1) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (2) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 19.1.12 Program Fraud and False or Fraudulent Statements of Related Acts. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

- 19.1.13 County Oversight Pursuant to 2 CFR § 200.318. Walworth County must assert a high degree of oversight in order to obtain reasonable assurance that the Consultant is using efficient methods and effective cost controls. Therefore, Walworth County may attend meetings or trainings and may request copies of correspondence or deliverables generated by the Consultant to the Eligible Municipalities at no cost to the County.

Signatures

This Contract becomes null and void if the time between the County's authorized representative signature and the Consultant's authorized representative signature on this Contract exceeds sixty days.

For County

Typed Name:

Title:

Signature:

Date:

Walworth County

Jessica Conley

Finance Director

Jessica Conley

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9/27/2021

For Consultant

Typed Name:

Title:

Signature:

Date:

Baker Tilly US, LLP

Carla Gogin

Partner

DocuSigned by:

Carla Gogin

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9/27/2021

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
2022 PROPOSED REVENUES					
100-41100	GENERAL TAX LEVY	1,650,106	1,650,106	1,720,376	70,270
100-41101	DELINQUENT PP TAX	-	520	-	-
100-41104	TAX EQUIVALENT	109,000	109,000	109,000	-
100-41105	ROOM TAX	20,000	45,000	45,000	25,000
100-41106	CABLE FRANCHISE FEES	75,596	52,000	52,000	(23,596)
100-41110	MERCY PILOT	55,000	55,723	55,000	-
	TOTAL TAXES	1,909,702	1,912,349	1,981,376	71,674
100-42001	EXEMPT COMPUTER AID	470	470	470	-
100-42002	STATE SHARED REVENUE	68,053	66,142	64,696	(3,357)
100-42006	TRANSPORTATION AID	187,739	187,739	191,734	3,995
100-42007	POLICE TRAINING FROM STATE	1,120	1,120	1,120	-
100-42008	OTHER STATE AIDS	2,691	16,464	16,000	13,309
100-42009	POLICE GRANT FROM CTY	3,500	3,500	3,500	-
100-42010	POLICE SRO REVENUE	66,352	66,352	66,954	602
100-42020	LAND USE CONVERSION FEES	-	1,010	-	-
	TOTAL INTERGOVERNMENTAL	329,925	342,797	344,474	14,549
100-43001	LIQUOR/BEER LICENSE	5,725	5,750	6,025	300
100-43002	OPERATOR LICENSE	2,200	2,335	2,200	-
100-43006	BUILDING PERMITS	50,000	75,000	75,000	25,000
100-43007	ELECTRICAL PERMITS	8,000	13,000	13,000	5,000
100-43008	PLUMBING PERMITS	7,000	13,000	13,000	6,000
100-43009	ROOM TAX PERMIT	500	625	625	125
100-43013	RENTAL PROP ADMIN	50	10	-	(50)
100-43014	CIGARETTE LIC.	50	50	300	250
100-43015	ZONING AND PLANNING FEES	22,000	18,000	18,000	(4,000)
100-43016	TREE PERMIT	-	1,400	2,500	2,500
100-43018	DOG LICENSE	20	37	600	580
100-43021	TOURIST ROOMING HOUSE PERMIT	1,750	1,575	1,575	(175)
100-43022	SHORT TERM RENTAL PERMIT	9,500	13,300	13,300	3,800

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
100-43025	TRANSIENT MERCHANT PERMIT	-	150	150	150
	TOTAL LICENSES & PERMITS	106,795	144,232	146,275	39,480
100-44040	POLICE GEN REVENUE	200	1,500	3,000	2,800
100-44043	POLICE ALARM PERMITS	100	30	-	(100)
100-44049	SPECIAL ASSESSMENT LETTERS	6,600	6,000	6,000	(600)
100-44050	FIRE DEPT CONTRACTS	16,000	16,000	-	(16,000)
100-44060	STREET OPENING REVENUE	-	-	200	200
100-44093	BASKETBALL CAMP REVENUES	2,000	550	-	(2,000)
100-44096	GOLF REVENUES	150	106	500	350
100-44097	BASKETBALL LEAGUE REVENUES	1,100	-	-	(1,100)
100-44098	ZUMBA REVENUES	3,500	1,000	3,500	-
100-44099	TAI CHI REVENUES	1,000	-	1,000	-
100-44100	BASEBALL/SOFTBALL REG FEES	3,000	5,662	5,900	2,900
100-44102	ADULT PROGRAM REVENUES	1,000	1,300	1,500	500
100-44103	SUMMER PROGRAM REVENUES	2,500	3,023	3,500	1,000
100-44106	DONATION FOR REC DEPT	2,000	2,000	2,000	-
100-44107	FIELD HOUSE RENTALS	3,800	1,200	1,200	(2,600)
100-44301	WATERWAY MARKERS	6,000	6,174	6,000	-
100-44620	LAKEFRONT/SHORE INCOME	8,200	8,374	8,600	400
100-44621	BEACH REVENUE	66,000	83,700	88,600	22,600
100-44622	LAUNCH REVENUE	160,000	170,000	170,000	10,000
100-44623	HORVATH DRY STORAGE REVENUE	16,000	19,900	21,600	5,600
100-44625	TOWN OF LINN BEACH REVENUE	9,450	24,230	10,000	550
100-44630	KAYAK/PADDLEBOARD RENTAL REVENUE	15,330	14,500	18,000	2,670
100-46635	DOG PARK REVENUE	2,380	-	-	(2,380)
	TOTAL PUBLIC CHARGES FOR SERVICE	326,310	365,249	351,100	24,790
100-45001	COURT FINE REVENUE	48,000	52,841	52,000	4,000
100-45002	PARKING TICKET REVENUE	6,000	1,400	1,500	(4,500)
100-46000	WEED & NUISANCE CONTROL	120	500	500	380

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
	TOTAL FINES & FORFEITURES	54,120	54,741	54,000	(120)
					-
100-48004	INTEREST ON INVESTMENTS	27,000	5,000	4,000	(23,000)
100-48005	GLLEA RENTAL INCOME	2,800	-	-	(2,800)
100-48013	BOAT SLIP RENTAL	227,100	232,213	235,995	8,895
100-48015	GENEVA LK LAW ENFORCEMENT AGCY	25,000	32,045	30,000	5,000
	TOTAL COMMERCIAL	281,900	269,258	269,995	(11,905)
100-49001	AURORA DONATION	3,250	3,250	3,250	-
100-49002	INSURANCE REBATE	8,000	19,956	10,000	2,000
100-49009	GENERAL MISC UNCLASS	1,000	1,613	1,000	-
	TOTAL MISCELLANEOUS	12,250	24,819	14,250	2,000
100-49200	TRANSFER FROM UNDESIGNATED FUND BALANCE	-	-	92,863	92,863
100-49200	TRANSFER FROM SINKING FUNDS	-	-	-	-
100-49200	TRANSFER FROM PIER SLIPS			50,000	50,000
100-49200	TRANSFER FROM ARPA			-	-
	TOTAL OPERATING TRANSFER	-	-	142,863	142,863
	TOTAL REVENUES	3,021,002	3,113,445	3,304,333	283,331
<u>2022 PROPOSED EXPENDITURES</u>					
		2021	Estimated	2022	Total
GL Account Numb	Title	Budget	12/31/2021	Budget	Variance
100-51110-110	VILLAGE BOARD WAGES	22,050	22,050	22,050	-
100-51110-121	VILLAGE BOARD FICA	1,687	1,687	1,687	-
100-51110-130	VILLAGE BOARD OTHER EXPENSE	300	300	300	-
100-51120-240	BOARD OF REVIEW	60	-	-	(60)
100-51120-241	GENEVA LAKE USE COMMITTEE	-	-	-	-
100-51210-110	MUNICIPAL COURT WAGES	29,905	30,830	31,905	2,000

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
100-51210-115	MUNICIPAL COURT UNEMPLOYMENT	-	82	-	-
100-51210-121	MUNICIPAL COURT FICA	2,288	3,151	2,441	153
100-51210-150	MUNICIPAL COURT IT FEES/SUPPORT	7,000	6,000	5,000	(2,000)
100-51210-160	MUNICIPAL COURT SUPPLIES	1,000	1,400	1,200	200
100-51210-161	MUNICIPAL COURT POSTAGE	500	500	500	-
100-51210-190	MUNICIPAL COURT TRAINING	2,000	1,345	2,000	-
100-51400-000	RECRUITING FEES	-	36,480	-	-
100-51410-110	GEN ADMIN WAGES	125,483	104,679	129,342	3,859
100-51410-115	GEN ADMIN UNEMPLOYMENT	-	9,620	-	-
100-51410-121	GEN ADMIN FICA	9,600	8,015	9,895	295
100-51410-122	GEN ADMIN RETIREMENT	9,725	8,095	9,700	(25)
100-51410-123	GEN ADMIN HEALTH INSURANCE	35,672	26,283	28,495	(7,177)
100-51410-124	GEN ADMIN LIFE INSURANCE	204	411	420	216
100-51410-127	GEN ADMIN HSA FUNDING	9,250	9,250	8,000	(1,250)
100-51410-160	GEN ADMIN SUPPLIES	6,500	6,500	6,500	-
100-51410-161	GEN ADMIN POSTAGE	4,400	6,430	6,500	2,100
100-51410-162	GEN ADMIN COPIER EXPENSE	5,000	4,000	3,000	(2,000)
100-51410-190	GEN ADMIN TRAINING	2,500	2,500	5,300	2,800
100-51410-200	GEN ADMIN TELEPHONE	7,000	10,000	5,000	(2,000)
100-51410-210	GEN ADMIN PUBLICATIONS	7,000	2,500	5,000	(2,000)
100-51410-300	GEN ADMIN CODIFICATION	6,100	8,600	6,000	(100)
100-51412-000	ELECTION EXPENSE	7,500	2,150	4,985	(2,515)
100-51412-110	ELECTION WAGES	-	9,380	20,000	20,000
100-51412-121	ELECTION FICA	-	95	-	-
100-51414-000	SOFTWARE LICENSE & IT SUPPORT	28,000	30,000	28,000	-
100-51415-000	LEAGUE EXPENSES/DUES	2,568	2,568	2,880	312
100-51510-000	INSURANCE EXPENSE	65,000	62,766	65,000	-
100-51520-000	ASSESSOR CONTRACT	19,260	19,260	19,600	340
100-51521-000	PROPERTY REASSESSMENT	-	-	34,500	34,500
100-51560-000	CONTINGENCY	31,269	22,000	25,000	(6,269)
100-51570-000	AUDIT EXPENSE	20,000	21,000	12,150	(7,850)
100-51575-000	FINANCIAL MGT PLAN EXPENSE	-	-	6,500	6,500

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
100-51610-000	LEGAL SERVICES	50,000	50,000	50,000	-
	TOTAL GENERAL ADMINISTRATION	518,821	529,927	558,850	40,029
100-51720-150	LIONS FIELD HOUSE REPAIRS/MAINT	1,200	1,500	1,300	100
100-51720-160	LIONS FIELD HOUSE SUPPLIES	-	100	200	200
100-51720-170	LIONS FIELD HOUSE GAS	1,500	1,600	1,600	100
100-51720-171	LIONS FIELD HOUSE ELECTRIC	1,400	1,300	1,300	(100)
100-51720-173	LIONS FIELD HOUSE W&S	750	890	1,000	250
100-51720-175	LIONS FIELD HOUSE JANITORIAL	5,196	4,920	5,230	34
100-51720-200	LIONS FIELD HOUSE TELEPHONE	-	-	1,000	1,000
	TOTAL LIONS FIELD HOUSE	10,046	10,310	11,630	1,584
100-51730-150	VH BLDG REPAIRS/MAINT	1,200	1,200	12,965	11,765
100-51730-160	VH BLDG SUPPLIES	2,500	2,000	2,000	(500)
100-51730-170	VH BLDG GAS	1,700	2,000	2,000	300
100-51730-171	VH BLDG ELECTRIC	7,500	7,600	7,500	-
100-51730-173	VH BLDG WATER & SEWER	1,350	1,460	1,700	350
100-51730-175	JANITORIAL SERVICES	8,100	7,400	8,100	-
	TOTAL MUNICIPAL BUILDING	22,350	21,660	34,265	11,915
100-51965-000	WMS BAY BUSINESS ASSOC	14,000	31,500	31,500	17,500
100-51970-000	SHORT TERM RENTAL ADMINISTRATION	8,343	8,343	8,343	-
	TOTAL MISC GENERAL ADMINISTRATION	22,343	39,843	39,843	17,500
100-52120-110	POLICE WAGES	590,520	563,310	594,074	3,554
100-52120-112	POLICE OT WAGES	-	51,340	26,444	26,444
100-52120-113	POLICE DOUBLE OT WAGES	-	-	-	-
100-52120-115	POLICE UNEMPLOYMENT	-	4,845	-	-
100-52120-120	POLICE CONSULTANT WAGES	5,000	1,750	1,000	(4,000)
100-52120-121	POLICE FICA	45,175	46,767	47,470	2,295
100-52120-122	POLICE RETIREMENT	68,984	69,750	72,775	3,791
100-52120-123	POLICE HEALTH INSURANCE	115,931	124,038	129,488	13,557

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
100-52120-124	POLICE LIFE INSURANCE	621	575	625	4
100-52120-125	POLICE UNIFORMS	7,700	7,000	7,000	(700)
100-52120-127	POLICE HSA FUNDING	31,250	31,250	36,250	5,000
100-52120-130	POLICE IT	31,047	31,000	30,626	(421)
100-52120-150	POLICE REPAIRS/ MAINTENANCE	7,000	7,000	6,500	(500)
100-52120-160	POLICE SUPPLIES	4,000	4,000	4,500	500
100-52120-161	POLICE POSTAGE & CONFINEMENT	800	500	500	(300)
100-52120-180	POLICE FUEL	16,000	15,430	16,000	-
100-52120-190	POLICE TRAINING	22,355	2,000	21,920	(435)
100-52120-200	POLICE TELEPHONE	6,300	7,000	7,000	700
100-52120-210	POLICE COMMUNITY PROGRAM	2,500	2,500	2,500	-
100-52120-215	POLICE GRANT EXPENDITURES	-	-	-	-
100-52120-300	SCHOOL RESOURCE OFFICER	88,469	88,469	89,272	803
	TOTAL POLICE	1,043,652	1,058,524	1,093,944	50,292
100-52130-110	WATER SAFETY PATROL	27,405	27,405	28,285	880
100-52130-120	GENEVA LAKE ENVIRONMENTAL AGCY	20,000	25,000	35,000	15,000
100-52130-130	GENEVA LAKE LAW ENFORCEMENT	45,000	45,000	63,000	18,000
100-52130-150	EMERGENCY MANAGEMENT	5,500	5,500	5,000	(500)
100-52320-106	FIRE DEPT OFFICER PAY	21,350	21,350	22,550	1,200
100-52320-107	FIRE DEPT MEETING PAY	3,000	3,300	4,200	1,200
100-52320-108	FIRE DEPT DRILL PAY	13,000	14,000	16,000	3,000
100-52320-109	FIRE DEPT CALLS PAY	20,000	18,000	24,000	4,000
100-52320-120	FIRE DEPT TRAINING PAY	3,000	500	3,900	900
100-52320-121	FIRE DEPT FICA	4,617	4,370	5,400	783
100-52320-122	FIRE DEPT RETIREMENT	900	1,000	1,110	210
100-52320-150	FIRE DEPT REPAIRS/MAINT	16,000	12,000	16,000	-
100-52320-160	FIRE DEPT SUPPLIES	5,000	5,000	5,000	-
100-52320-170	FIRE DEPT GAS	4,500	4,500	4,500	-
100-52320-171	FIRE DEPT ELECTRIC	2,500	2,500	2,500	-
100-52320-173	FIRE DEPT WATER & SEWER	500	575	700	200
100-52320-180	FIRE DEPT FUEL	2,000	1,000	1,000	(1,000)

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
100-52320-190	FIRE DEPT TRAINING	5,500	-	5,500	-
100-52320-200	FIRE DEPT TELEPHONE	2,000	5,700	3,500	1,500
100-52340-106	DIVE TEAM OFFICER PAY	800	800	900	100
100-52340-107	DIVE TEAM MEETING PAY	160	160	160	-
100-52340-108	DIVE TEAM DRILL PAY	1,500	1,370	1,600	100
100-52340-121	DIVE TEAM FICA	189	178	204	15
100-52340-145	DIVE TEAM TANK MAINTENANCE	1,924	1,924	1,788	(136)
100-52340-150	DIVE TEAM REPAIRS/MAINT	500	550	600	100
100-52340-190	DIVE TEAM TRAINING	1,000	-	1,000	-
100-52360-106	RESCUE DEPT OFFICER PAY	3,000	3,000	5,400	2,400
100-52360-107	RESCUE DEPT MEETING PAY	2,500	800	2,000	(500)
100-52360-108	RESCUE DEPT DRILL PAY	6,000	2,800	4,000	(2,000)
100-52360-109	RESCUE DEPT CALLS PAY	15,000	14,000	16,000	1,000
100-52360-110	RESCUE DEPT UNEMPLOYMENT	-	-	-	-
100-52360-120	RESCUE DEPT STIPEND PAY	-	8,080	-	-
100-52360-121	RESCUE DEPT FICA	2,098	1,575	2,100	2
100-52360-122	RESCUE DEPT RETIREMENT	100	60	100	-
100-52360-130	RESCUE DEPT OTHER EXPENSE	-	370	-	-
100-52360-150	RESCUE DEPT REPAIRS/MAINT	2,000	2,000	2,200	200
100-52360-160	RESCUE DEPT SUPPLIES	4,000	4,000	5,000	1,000
100-52360-180	RESCUE DEPT FUEL	800	500	500	(300)
100-52360-190	RESCUE DEPT TRAINING	2,000	-	2,000	-
100-52360-200	RESCUE DEPT TELEPHONE	-	-	200	200
	TOTAL PROTECTIVE SERVICES	245,343	238,867	292,897	47,554
100-53100-160	BLDG INSP SUPPLIES	1,000	1,000	1,000	-
100-53100-210	ZONING INSPECTION CONTRACT	22,800	16,200	16,200	(6,600)
100-53100-211	BUILDING INSPECTION CONTRACT	52,000	80,800	85,850	33,850
100-53100-215	CODE ENFORCEMENT	5,400	15,000	17,000	11,600
	TOTAL BUILDING INSPECTION	81,200	113,000	120,050	38,850
100-54100-110	DPW ADMIN WAGES	37,199	37,650	37,950	751

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
100-54100-121	DPW ADMIN FICA	2,846	2,880	2,900	54
100-54100-122	DPW ADMIN RETIREMENT	2,883	2,920	2,845	(38)
100-54100-123	DPW ADMIN HEALTH INSURANCE	9,736	10,420	9,100	(636)
100-54100-124	DPW ADMIN LIFE INSURANCE	48	-	-	(48)
100-54100-127	DPW H.S.A FUNDING	2,500	2,500	2,500	-
100-54100-300	ENGINEERING	15,000	15,000	15,000	-
100-54310-110	STREETS WAGES	90,945	91,650	92,795	1,850
100-54310-115	STREETS UNEMPLOYMENT	-	1,265	1,265	1,265
100-54310-121	STREETS FICA	6,958	6,800	7,100	142
100-54310-122	STREETS RETIREMENT	6,046	5,300	6,200	154
100-54310-123	STREETS HEALTH INSURANCE	17,619	18,860	19,900	2,281
100-54310-124	STREETS LIFE INSURANCE	90	190	190	100
100-54310-125	STREETS UNIFORMS	2,500	2,500	2,500	-
100-54310-127	STREETS H.S.A. FUNDING	5,000	5,000	5,835	835
100-54310-150	STREETS EQUIP REPAIRS/MAINT	20,000	20,000	20,000	-
100-54310-160	STREETS SUPPLIES	6,500	6,500	6,500	-
100-54310-170	STREETS GAS	4,000	3,900	4,000	-
100-54310-171	STREETS ELECTRIC	6,000	5,500	6,000	-
100-54310-173	STREETS WATER & SEWER	625	700	840	215
100-54310-175	STREETS ROAD MAINTENANCE/CRACK FILLING	25,000	10,000	25,000	-
100-54310-180	STREETS FUEL	11,000	7,700	9,000	(2,000)
100-54310-190	STREETS TRAINING	1,000	500	1,000	-
100-54310-200	STREETS TELEPHONE	2,000	750	1,000	(1,000)
100-54310-280	SNOW/ICE CONTROL MATERIALS	17,500	17,500	17,500	-
100-54310-281	TRAFFIC SIGNS/MARKINGS	2,000	2,000	2,000	-
100-54310-282	HIGHWAY STRIPING/MARKING	500	1,100	1,000	500
100-54420-000	STREET LIGHTING	30,000	34,000	34,000	4,000
100-54710-000	REFUSE COLLECTIONS	156,240	158,120	148,980	(7,260)
	TOTAL PUBLIC WORKS	481,735	471,205	482,900	1,165
100-55210-110	REC DEPT WAGES	75,784	66,410	80,695	4,911
100-55210-121	REC DEPT FICA	5,798	5,060	6,175	377

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
100-55210-122	REC DEPT RETIREMENT	4,142	4,150	4,100	(42)
100-55210-123	REC DEPT HEALTH INSURANCE	7,608	7,600	7,600	(8)
100-55210-124	REC DEPT LIFE INSURANCE	60	60	60	-
100-55210-127	REC DEPT H.S.A. FUNDING	2,500	2,500	2,500	-
100-55210-143	BASEBALL FIELD UPKEEP	450	450	4,500	4,050
100-55210-160	REC DEPT SUPPLIES	2,200	2,200	2,200	-
100-55210-161	REC DEPT POSTAGE	100	245	-	(100)
100-55210-190	REC DEPT CONFERENCES/TRAINING	1,250	1,100	1,250	-
100-55210-200	REC DEPT TELEPHONE	1,500	2,500	2,000	500
100-55210-215	REC DEPT ACTIVE NETWORK	2,880	2,880	-	(2,880)
100-55210-270	REC DEPT BASEBALL UNIFORMS	3,000	4,541	3,000	-
100-55210-271	REC DEPT BASEBALL EXPENSES	8,000	9,000	8,000	-
100-55210-273	REC DEPT BASKETBALL EXPENSES	2,300	-	-	(2,300)
100-55210-274	REC DEPT ADULT FITNESS	4,000	1,000	4,000	-
100-55210-275	REC DEPT PROGRAM EXPENSES	5,750	5,700	5,800	50
100-55210-277	REC DEPT GOLF EXPENSES	500	285	500	-
100-55210-278	REC DEPT BOO IN THE BAY	2,000	2,000	1,000	(1,000)
100-55210-279	REC DEPT DONATION EXPENSES	-	-	-	-
100-55210-280	KAYAK/PADDLEBOARD EXPENSE	-	-	1,000	1,000
	TOTAL REC DEPARTMENT	129,822	117,681	134,380	4,558
100-55410-110	PARKS WAGES	43,477	40,000	41,660	(1,817)
100-55410-115	PARKS CONTRACT LABOR	7,500	7,500	7,500	-
100-55410-120	PARKS UNEMPLOYMENT	-	1,265	1,265	1,265
100-55410-121	PARKS FICA	3,326	2,880	3,200	(126)
100-55410-122	PARKS RETIREMENT	2,360	2,000	2,300	(60)
100-55410-123	PARKS HEALTH INSURANCE	9,736	10,420	9,100	(636)
100-55410-124	PARKS LIFE INSURANCE	48	48	160	112
100-55410-125	PARKS UNIFORMS	2,000	2,000	2,000	-
100-55410-127	PARKS H.S.A. FUNDING	2,500	2,500	2,500	-
100-55410-148	TENNIS COURT MAINTENANCE	4,000	5,000	4,000	-
100-55410-150	PARKS REPAIRS/MAINT	18,000	18,000	18,000	-

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
100-55410-160	PARKS SUPPLIES	-	90	100	100
100-55410-170	PARKS GAS	2,650	3,400	3,400	750
100-55410-171	PARKS ELECTRIC	5,700	5,790	5,700	-
100-55410-173	PARKS WATER & SEWER	2,200	2,700	3,250	1,050
100-55410-180	PARKS FUEL	6,000	4,600	6,000	-
	TOTAL PARKS DEPARTMENT	109,497	108,193	110,135	638
100-55411-110	LAKEFRONT WAGES	72,354	73,000	75,000	2,646
100-55411-115	LAKEFRONT UNEMPLOYMENT	-	6,737	-	-
100-55411-121	LAKEFRONT FICA	5,535	5,585	5,740	205
100-55411-125	LAKEFRONT UNIFORMS	1,000	-	1,000	-
100-55411-150	LAKEFRONT REPAIRS/MAINT	3,000	3,200	11,715	8,715
100-55411-153	LAKEFRONT PIER REPAIRS	60,000	74,750	125,000	65,000
100-55411-154	LAKEFRONT PIER INSTALLATION	55,000	65,000	65,000	10,000
100-55411-160	LAKEFRONT SUPPLIES	7,500	8,300	8,300	800
100-55411-200	LAKEFRONT TELEPHONE	100	1,100	1,500	1,400
	TOTAL LAKEFRONT	204,489	237,672	293,255	88,766
100-55412-000	GENEVA LK LEVEL CORP	2,880	2,880	-	(2,880)
100-55415-000	ENHANCEMENT COMMITTEE	500	852	800	300
100-56120-000	HOLIDAY DECORATIONS SUPPLIES	1,500	1,000	1,500	-
100-56130-000	TREE ENHANCEMENT	8,500	8,500	8,500	-
100-56420-190	HORVATH PROPERTY EXPENSE	500	100	250	(250)
100-57000-000	OPERATING TRANSFER OUT TO SINKING FUNDS	137,824	137,824	121,134	(16,690)
	TOTAL OTHER EXPENSES	151,704	151,156	132,184	(19,520)
	TOTAL GENERAL FUND REVENUES	3,021,002	3,113,445	3,304,333	283,331
	TOTAL GENERAL FUND EXPENDITURES	3,021,002	3,098,038	3,304,333	283,331
	OVER/UNDER BUDGET	-	15,407	-	
	RECYCLING FUND REVENUES				
225-41100	GENERAL TAX LEVY	108,536	108,536	111,335	2,799

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
225-42500	STATE RECYCLING GRANTS	8,000	8,173	8,500	500
225-49200	OPERATING TRANSFER IN	-	-	5,000	5,000
	TOTAL REVENUES	116,536	116,709	124,835	8,299
	RECYCLING FUND EXPENDITURES				
225-54635-130	RECYCLING OTHER EXPENSE	20,000	15,000	20,000	-
225-54635-131	RECYCLING FEES	77,376	76,670	78,585	1,209
225-54635-150	RECYCLING PROGRAM REPAIRS/MAINT	3,000	-	3,000	-
225-54635-160	RECYCLING PROGRAM SUPPLIES	500	-	500	-
225-54635-165	RECYCLING TIPPING FEES	15,660	10,065	22,750	7,090
	TOTAL EXPENDITURES	116,536	101,735	124,835	8,299
	TOTAL RECYCLING FUND REVENUES	116,536	116,709	124,835	8,299
	TOTAL RECYCLING FUND EXPENDITURES	116,536	101,735	124,835	8,299
	OVER/UNDER BUDGET	-	14,974	-	
	LIBRARY FUND REVENUES				
400-41100	GENERAL TAX LEVY	154,570	154,570	157,414	2,844
	ADMINISTRATION LEVY FOR TREASURER	9,856	9,856	9,760	(96)
	BLDG EXPENSE LEVY	27,200	27,200	23,870	(3,330)
	TOTAL LEVY	191,626	191,626	191,044	(582)
400-48004	INTEREST ON INVESTMENTS	300	300	300	-
400-48905	COUNTY REIMBURSEMENT	142,084	142,084	134,630	(7,454)
400-48915	LIBRARY FINE REVENUE	-	-	-	-
400-48960	BOARD DESIGNATED DONATIONS	16,558	16,558	14,832	(1,726)
400-49200	OPERATING TRANSFER IN	3,000	-		(3,000)
	TOTAL OTHER OPERATING REVENUES	161,942	158,942	149,762	(12,180)
410-48004	INTEREST ON INVESTMENTS	-	-	-	-
410-48925	FRIENDS REVENUE	3,000	3,000	3,000	-
410-48940	LIBRARY CHAPIN REVENUE	6,000	6,000	3,500	(2,500)

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
410-48955	DONOR DESIGNATED FUNDS	15,000	15,000	3,140	(11,860)
410-48960	MISC REVENUE FOR BOARD COMMITTED	2,000	2,000	12,900	10,900
	TOTAL DONATION REVENUE	26,000	26,000	22,540	(3,460)
	GRAND TOTAL REVENUES	379,568	376,568	363,346	(16,222)
	LIBRARY FUND EXPENDITURES				
400-58100-110	LIBRARY WAGES	192,408	192,408	196,654	4,246
400-58100-121	LIBRARY FICA	14,719	14,719	15,044	325
400-58100-122	LIBRARY RETIREMENT	11,300	11,300	10,325	(975)
400-58100-123	LIBRARY HEALTH INSURANCE	29,000	29,000	26,450	(2,550)
400-58100-127	LIBRARY HSA FUNDING	8,125	8,125	8,125	-
400-58100-130	LIBRARY EQUIPMENT	4,000	4,000	6,000	2,000
400-58100-140	LIBRARY CAPITAL OUTLAY	-	-	-	-
400-58100-160	LIBRARY SUPPLIES	4,000	4,000	4,000	-
400-58100-161	LIBRARY POSTAGE	75	75	48	(27)
400-58100-200	LIBRARY TELEPHONE	2,400	6,582	1,400	(1,000)
400-58200-000	ADULT PRINT	13,000	13,000	10,000	(3,000)
400-58200-100	ADULT DIGITAL	-	-	3,000	3,000
400-58201-000	CHILDREN PRINT	8,000	8,000	5,000	(3,000)
400-58201-100	CHILDREN DIGITAL	-	-	3,000	3,000
400-58210-000	LIBRARY TRAINING & CONFERENCES	800	800	800	-
400-58220-000	LIBRARY MILEAGE EXPENSE	300	300	300	-
400-58230-000	PROGRAMS FOR CHILDREN & ADULTS	2,400	2,400	2,000	(400)
400-58232-000	LIBRARY CRAFTS	500	500	500	-
400-58240-000	LIBRARY MEDIA	4,000	4,000	4,000	-
400-58280-000	LIBRARY PERIODICALS	3,600	3,600	3,000	(600)
400-58310-000	IT/LICENSES/CONTRACTED SERVICE	17,885	17,885	16,870	(1,015)
	TOTAL OPERATING EXPENDITURES	316,512	320,694	316,516	4
400-58100-135	LIBRARY ADMINISTRATION COSTS	9,856	9,856	9,760	(96)

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
400-58100-150	LIBRARY BLDG REPAIRS & MAINT	3,400	3,400	3,400	-
400-58100-155	LIBRARY BLDG SUPPLIES	4,000	300	1,000	(3,000)
400-58100-170	LIBRARY BLDG GAS	4,000	4,000	3,590	(410)
400-58100-171	LIBRARY BLDG ELECTRIC	7,200	7,200	6,800	(400)
400-58100-173	LIBRARY BLDG WATER & SEWER	600	600	980	380
400-58100-175	LIBRARY JANITORIAL	8,000	6,283	8,100	100
	TOTAL BUILDING/ADMIN EXPENDITURES	37,056	31,639	33,630	(3,426)
410-58100-140	LIBRARY CAPITAL	-	-	-	-
410-58200-101	BOOKS, BOARD COMMITTED	2,000	2,000	200	(1,800)
410-58200-102	BOOKS, DONOR DESIGNATED	1,800	1,800	1,000	(800)
410-58240-101	MEDIA, DONOR DESIGNATED	100	100	100	-
410-58250-000	LIBRARY CHAPIN EXPENDITURES	6,000	6,000	3,000	(3,000)
410-58255-000	LIBRARY FRIENDS EXPENDITURE	3,400	3,500	3,000	(400)
410-58320-000	CAPITAL, BOARD DESIGNATED	12,000	12,000	2,000	(10,000)
410-58330-000	DONOR DESIGNATED EXPENDITURE	700	700	700	-
410-58340-000	BOARD COMMITTED EXPENDITURES	-	-	3,200	3,200
	TOTAL DONATION EXPENDITURES	26,000	26,100	13,200	(12,800)
	TOTAL LIBRARY FUND REVENUES	379,568	376,568	363,346	(16,222)
	TOTAL LIBRARY FUND EXPENDITURES	379,568	378,433	363,346	(16,222)
	OVER/UNDER BUDGET	-	(1,865)	-	
	CAPITAL OUTLAY REVENUES FROM BORROWING				
500-49999	CAPITAL PROJECT FUND BALANCE	552,061	261,053	194,197	(357,864)
500-48004	INTEREST ON INVESTMENTS	-			-
	TOTAL CAPITAL OUTLAY REVENUES	552,061	261,053	194,197	(357,864)
	CAPITAL OUTLAY EXPENDITURES FROM BORROWING				
500-51210-130	MUNICIPAL COURT	3,090	-	-	(3,090)
500-51410-130	GENERAL ADMINISTRATION	-	-	-	-

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
500-51730-130	VILLAGE HALL BUILDING	-	-	-	-
500-52120-140	POLICE DEPARTMENT	-	-	-	-
500-52320-140	FIRE DEPARTMENT	280,000	-	-	-
500-54310-130	MISCELLANEOUS CAPITAL PROJECTS	175,000	-	-	-
500-54310-140	STREETS/HIGHWAYS	225,241	226,029	30,000	(195,241)
500-55410-140	PARKS CAPITAL OUTLAY	89,230	26,155	90,400	1,170
500-55210-140	RECREATION DEPT CAPITAL OUTLAY	9,500	8,869	-	-
500-55411-140	BEACH/LAUNCH/LAKEFRONT	50,000	-	73,797	23,797
500-58100-140	LIBRARY CAPITAL OUTLAY	-	-	-	-
	TOTAL BORROWING CAPITAL OUTLAY EXPENDITURES	832,061	261,053	194,197	(637,864)
	TOTAL BORROWING CAPITAL OUTLAY REVENUES	552,061	261,053	194,197	(357,864)
	TOTAL BORROWING CAPITAL OUTLAY EXPENDITURES	832,061	261,053	194,197	(637,864)
	CAPITAL EQUIPMENT REVENUES				
550-41100	CAPITAL EQUIPMENT LEVY	53,058	53,058	25,745	(27,313)
550-49200	OPERATING TRANSFER IN	340,000	340,000	24,700	(315,300)
	TOTAL CAPITAL EQUIPMENT REVENUES	393,058	393,058	50,445	(342,613)
	CAPITAL EQUIPMENT OUTLAY EXPENDITURES				
550-51210-140	MUNICIPAL COURT CAPITAL OUTLAY	-	-	-	-
550-51410-140	GENERAL ADMINISTRATION CAPITAL OUTLAY	-	-	-	-
550-51720-140	LIONS FIELD HOUSE CAPITAL OUTLAY	-	-	-	-
550-51730-140	VILLAGE HALL BUILDING CAPITAL OUTLAY	-	-	-	-
550-52120-140	POLICE CAPITAL OUTLAY	11,719	12,729	37,030	25,311
550-52130-140	EMERGENCY MANAGEMENT CAPITAL OUTLAY	-	-	-	-
550-52320-140	FIRE DEPT CAPITAL OUTLAY	16,114	8,670	7,415	(8,699)
550-52340-140	DIVE TEAM CAPITAL OUTLAY	-	-	-	-
550-52360-140	RESCUE DEPT CAPITAL OUTLAY	3,325	3,325	-	(3,325)
550-54310-140	STREETS CAPITAL OUTLAY	344,900	344,900	-	(344,900)
550-55210-140	RECREATION DEPT CAPITAL OUTLAY	-	-	-	-

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
550-55410-140	PARKS CAPITAL OUTLAY	3,600	4,218	-	(3,600)
550-55411-140	LAKEFRONT CAPITAL OUTLAY	13,400	7,400	6,000	(7,400)
	TOTAL CAPITAL EQUIPMENT OUTLAY EXPENDITURES	393,058	381,242	50,445	(342,613)
	TOTAL CAPITAL EQUIPMENT OUTLAY REVENUES	393,058	393,058	50,445	(342,613)
	TOTAL CAPITAL EQUIPMENT OUTLAY EXPENDITURES	393,058	381,242	50,445	(342,613)
	OVER/UNDER BUDGET	-	11,816	-	
	DEBT SERVICE REVENUE				
600-41100	GENERAL TAX LEVY	686,367	686,367	705,386	19,019
600-49200	TRANSFER FROM UNDESIGNATED FUND BALANCE	-	-		-
	TOTAL REVENUES	686,367	686,367	705,386	19,019
	DEBT SERVICE EXPENDITURES				
600-59160-000	PRINCIPAL - LONG TERM DEBT	540,556	540,556	573,413	32,857
600-59260-000	INTEREST- LONG TERM DEBT	145,811	145,811	131,973	(13,838)
	TOTAL DEBT	686,367	686,367	705,386	19,019
	TOTAL DEBT SERVICE REVENUES	686,367	686,367	705,386	19,019
	TOTAL DEBT SERVICE EXPENDITURES	686,367	686,367	705,386	19,019
		2021		2022 Proposed	Total
	LEVY REVENUES	Budget		Budget	Variance
100-41100	GENERAL FUND LEVY	1,650,106	1,650,106	1,720,376	70,270
225-41100	RECYCLING LEVY	108,536	108,536	111,335	2,799
400-41100	LIBRARY OPERATIONS LEVY	154,570	154,570	157,414	2,844
400-41100	LIBRARY ADMINISTRATION LEVY FOR TREASURER	9,856	9,856	9,760	(96)
400-41100	LIBRARY BLDG EXPENSES LEVY	27,200	27,200	23,870	(3,330)
550-41100	CAPITAL EQUIPMENT LEVY	53,058	53,058	25,745	(27,313)
600-41100	DEBT SERVICE LEVY	686,367	686,367	705,386	19,019

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
	TOTAL LEVY	2,689,693	2,689,693	2,753,886	64,193
	ALLOWABLE LEVY			2,753,886	
	OVER/UNDER ALLOWABLE INCREASE			-	
	<u>OTHER REVENUES (LESS TAX LEVY)</u>				
	OTHER TAXES	259,596	262,243	261,000	1,404
	INTERGOVERNMENTAL	329,925	342,797	344,474	14,549
	LICENSES & PERMITS	106,795	144,232	146,275	39,480
	PUBLIC CHARGES FOR SERVICE	326,310	365,249	351,100	24,790
	FINES & FORFEITURES	54,120	54,741	54,000	(120)
	COMMERCIAL	281,900	269,258	269,995	(11,905)
	MISCELLANEOUS	12,250	24,819	14,250	2,000
	STATE RECYCLING GRANT	8,000	8,173	8,500	500
	RECYCLING FUND BALANCE	-	-	5,000	
	LIBRARY OPERATING REVENUE	142,384	158,942	149,762	7,378
	LIBRARY DONATION REVENUE	16,558	26,000	22,540	5,982
	TRANSFER FROM LIBRARY SINKING FUNDS	3,000	-	-	(3,000)
	TRANSFER FROM UNDESIGNATED FUND BALANCE	-	-	92,863	
	TRANSFER FROM SINKING FUNDS	340,000	340,000	24,700	(315,300)
	TRANSFER FROM PIER SLIPS	-	-	50,000	50,000
	TRANSFER FROM ARPA	-	-	-	
	TRANSFER FROM DEBT PROCEEDS FOR CAPITAL OUTLAY	552,061	261,053	194,197	(357,864)
	TOTAL OTHER REVENUES	2,432,899	2,257,507	1,988,656	(444,243)
	TOTAL LEVY AND OTHER REVENUES	5,122,592	4,947,200	4,742,542	(380,050)
	<u>EXPENDITURES</u>				
	GENERAL FUND	3,021,002	3,098,038	3,304,333	283,331
	CAPITAL PROJECTS FROM LEVY	53,058	53,058	25,745	(27,313)
	CAPITAL PROJECTS FROM SINKING FUNDS	340,000	340,000	24,700	(315,300)

		2021	Estimated	2022	Total
	Title	Budget	12/31/2021	Proposed Budget	Variance
	RECYCLING	116,536	101,735	124,835	8,299
	LIBRARY OPERATIONS	316,512	320,694	316,516	4
	LIBRARY BUILDING & ADMINISTRATION COSTS	37,056	31,639	33,630	(3,426)
	LIBRARY DONATION EXPENSE	26,000	26,100	13,200	(12,800)
	DEBT SERVICE	686,367	686,367	705,386	19,019
	CAPITAL PROJECTS FROM BORROWING	832,061	261,053	194,197	(637,864)
	TOTAL EXPENDITURES	5,428,592	4,918,684	4,742,542	(686,050)
	AVAILABLE LEVY			-	



VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES WATER AND SEWER COMMITTEE WEDNESDAY, OCTOBER 13, 2021 AT 6:30 PM VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman Umans at 9:33pm

Roll Call

Trustees Umans and Parker

Excused: Trustee Stanek

Also Present: Trustee D'Alessandro and Wright, Administrator Tobin, Treasurer Peternell, Public Works Director Edwards, Police Chief Timm, Recreation Director Rowland and Library Director Schnupp.

Meeting Minutes

Parker/Umans motion to approve the September 15, 2021 and September 28, 2021 meeting minutes. Unanimously carried.

2022 Proposed Budget

No discussion; will be discussed at the November 10, 2021 Committee meeting.

Southwick Creek Realignment

The Committee reviewed correspondence from Karen Yancey regarding a DNR Surface Water grant the Geneva Lake Conservancy is applying for. As part of the application, the DNR wasn't to know that they will have partners who are willing to provide support to ensure that many of the recommendations are implemented. Tobin will write a draft letter of support and have the Village Attorney review it.

Adjourn

Parker/Umans motion to adjourn at 6:49pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

2022 SEWER UTILITY BUDGET

		2020	2021	2021	2021	2021	2022	Increase
		Prior year	Current year	Unexpended	Current year	Estimated YE	Proposed	Over
Account Number	Account Title	Actual	as of 8/31/21	Budget	Budget	Budget	Budget	Prior Year
300-44460	SEWER RESIDENTIAL SALES	\$850,971.86	\$494,088.91	\$521,971.09	\$1,016,060.00	\$1,032,525.00	\$1,030,000.00	1.37%
300-44461	SEWER COMMERCIAL SALES	\$133,372.23	\$79,066.79	\$74,865.21	\$153,932.00	\$163,040.00	\$160,000.00	3.94%
300-44464	SEWER PUBLIC AUTHORITY SALES	\$10,865.05	\$6,746.32	\$6,743.68	\$13,490.00	\$14,024.00	\$13,800.00	2.30%
300-44470	SEWER FORFEITED DISCOUNTS	\$4,816.18	\$2,672.10	\$2,127.90	\$4,800.00	\$4,500.00	\$4,300.00	-10.42%
300-44475	SEWER CONNECTION FEE	\$81,256.00	\$63,000.00	\$27,000.00	\$90,000.00	\$67,500.00	\$67,500.00	-25.00%
300-48004	INTEREST ON INVESTMENTS	\$6,633.52	\$717.30	\$5,782.70	\$6,500.00	\$1,150.00	\$1,000.00	-84.62%
300-48005	PROPERTY RENTAL INCOME	\$9,400.00	\$9,400.00	\$0.00	\$9,400.00	\$9,400.00	\$9,400.00	0.00%
		\$1,097,314.84	\$655,691.42	\$638,490.58	\$1,294,182.00	\$1,292,139.00	\$1,286,000.00	-0.63%
300-58801-000	IT SUPPORT/ANNUAL FEES	\$6,202.19	\$4,803.27	\$1,396.73	\$6,200.00	\$6,200.00	\$6,000.00	-3.23%
300-58929-000	SEWER SYSTEM MAPPING	\$0.00	\$0.00	\$250.00	\$250.00	\$250.00	\$250.00	0.00%
300-58960-000	SEWER DEBT SERVICE	\$17,078.02	\$19,466.29	\$2,203.71	\$21,670.00	\$21,670.00	\$22,180.00	2.35%
300-58964-110	SEWER ACCOUNTING - WAGES	\$37,063.99	\$28,626.01	\$19,163.99	\$47,790.00	\$44,360.00	\$47,607.00	-0.38%
300-58964-121	SEWER ACCOUNTING - FICA	\$2,958.19	\$2,189.39	\$1,466.61	\$3,656.00	\$3,382.00	\$3,642.00	-0.38%
300-58964-122	SEWER ACCOUNTING - RETIREMENT	\$2,676.95	\$2,212.30	\$1,491.70	\$3,704.00	\$3,432.00	\$3,571.00	-3.59%
300-58964-123	SEWER ACCOUNTING - HEALTH INS	\$9,716.64	\$7,119.07	\$9,704.93	\$16,824.00	\$10,290.00	\$8,900.00	-47.10%
300-58964-127	SEWER ACCT HSA FUNDING	\$2,500.00	\$2,500.00	\$1,875.00	\$4,375.00	\$2,500.00	\$2,500.00	-42.86%
300-58965-000	SEWER DEBT SERVICE MISC EXP	\$0.00	\$158.33	(\$158.33)	\$0.00	\$158.00	\$160.00	0.00%
300-58965-110	SEWER ADMIN - WAGES	\$30,673.79	\$16,552.86	\$14,725.14	\$31,278.00	\$27,661.00	\$32,360.00	3.46%
300-58965-121	SEWER ADMIN - FICA	\$2,224.82	\$1,196.83	\$1,196.17	\$2,393.00	\$2,004.00	\$2,476.00	3.47%
300-58965-122	SEWER ADMIN - RETIREMENT	\$2,216.57	\$1,274.20	\$1,149.80	\$2,424.00	\$2,126.00	\$2,427.00	0.12%
300-58965-123	SEWER ADMIN - HEALTH INS	\$7,219.67	\$4,269.06	\$3,519.94	\$7,789.00	\$6,797.00	\$7,415.00	-4.80%
300-58965-127	SEWER ADMIN HSA FUNDING	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00	0.00%
300-58965-140	SEWER CAPITAL OUTLAY	\$385.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
300-58966-160	SEWER OPERATING SUPPLIES	\$158.74	\$115.00	\$385.00	\$500.00	\$500.00	\$500.00	0.00%
300-58966-170	SEWER UTILITIES - NATURAL GAS	\$1,361.27	\$1,296.46	\$203.54	\$1,500.00	\$1,945.00	\$2,000.00	33.33%
300-58966-171	SEWER UTILITIES - ELECTRIC	\$10,942.69	\$8,129.86	\$2,870.14	\$11,000.00	\$12,195.00	\$13,000.00	18.18%
300-58967-000	SEWER FUEL EXPENSE	\$802.67	\$589.46	\$2,810.54	\$3,400.00	\$1,000.00	\$1,000.00	-70.59%
300-58967-150	SEWER VEHICLE REPAIRS & MAINT	\$0.00	\$99.53	\$1,400.47	\$1,500.00	\$1,500.00	\$1,500.00	0.00%
300-58968-150	SEWER COLLECTION SYSTEM MAINT	\$11,741.25	\$711.96	\$6,788.04	\$7,500.00	\$7,500.00	\$7,500.00	0.00%
300-58969-160	SEWER OFFICE SUPPLIES	\$10,191.56	\$7,298.53	\$2,701.47	\$10,000.00	\$10,000.00	\$10,000.00	0.00%
300-58969-200	SEWER TELEPHONE	\$1,060.86	\$2,142.85	(\$1,042.85)	\$1,100.00	\$1,600.00	\$1,100.00	0.00%
300-58970-000	SEWER ATTORNEY EXPENSE	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00	\$500.00	0.00%
300-58972-000	SEWER AUDIT EXPENSE	\$29,038.42	\$15,866.67	(\$6,866.67)	\$9,000.00	\$15,700.00	\$8,100.00	-10.00%
300-58973-000	SEWER ENGINEERING EXPENSE	\$23,172.00	\$24,649.50	\$5,350.50	\$30,000.00	\$30,000.00	\$30,000.00	0.00%
300-58974-000	SEWER INSURANCE EXPENSE	\$31,666.50	\$31,383.00	\$617.00	\$32,000.00	\$31,383.00	\$32,000.00	0.00%

2022 SEWER UTILITY BUDGET

		2020	2021	2021	2021	2021	2022	Increase
		Prior year	Current year	Unexpended	Current year	Estimated YE	Proposed	Over
300-58975-130	SEWER DRUG TESTING EXPENSE	\$105.62	\$37.50	\$162.50	\$200.00	\$200.00	\$200.00	0.00%
300-58975-190	SEWER TRAINING EXPENSE	\$300.00	\$0.00	\$250.00	\$250.00	\$250.00	\$250.00	0.00%
300-58976-000	SEWER REPLACEMENT FUND	\$4,372.30	\$5,229.38	\$270.62	\$5,500.00	\$4,980.00	\$10,000.00	81.82%
300-58978-000	SLIP LINERS	\$47,266.50	\$0.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	0.00%
300-58980-300	WALCOMET SEWERAGE EXPENSES	\$781,874.98	\$425,042.06	\$374,957.94	\$800,000.00	\$730,000.00	\$800,000.00	0.00%
300-58980-310	WALCOMET SEWER CONNECTION FE	\$44,000.00	\$32,000.00	\$48,000.00	\$80,000.00	\$60,000.00	\$60,000.00	-25.00%
300-58996-000	I & I REDUCTION	\$20,886.40	\$1,820.00	\$33,180.00	\$35,000.00	\$35,000.00	\$35,000.00	0.00%
		\$1,141,857.59	\$648,779.37	\$580,523.63	\$1,229,303.00	\$1,126,583.00	\$1,204,138.00	-2.05%
	OVER/UNDER BUDGET	(\$44,542.75)	\$6,912.05	\$57,966.95	\$64,879.00	\$165,556.00	\$81,862.00	
	SEWER REPLACEMENT FUND							
	FUTURE W&S REPLACEMENT DESIGN	\$10,000.00						

2022 WATER UTILITY BUDGET

		2020	2021	2021	2021	2021	2022	Increase
		Prior year	Current year	Unexpended	Current year	Estimated YE	Proposed	Over
Account Number	Account Title	Actual	as of 8/31/21	Budget	Budget	Budget	Budget	Prior Year
200-44460	WATER RESIDENTIAL SALES	\$454,580.01	\$235,682.58	\$223,317.42	\$459,000.00	\$471,554.00	\$568,000.00	23.75%
200-44461	WATER COMMERCIAL SALES	\$71,875.18	\$39,858.33	\$32,561.67	\$72,420.00	\$77,913.00	\$95,000.00	31.18%
200-44463	WATER PUBLIC FIRE PROTECTION	\$180,184.58	\$92,282.32	\$91,317.68	\$183,600.00	\$184,004.00	\$219,500.00	19.55%
200-44464	WATER PUBLIC AUTH SALES	\$11,656.07	\$5,007.42	\$6,882.58	\$11,890.00	\$12,897.00	\$15,500.00	30.36%
200-44465	PRIVATE FIRE REVENUE-WTR	\$3,617.70	\$1,808.40	\$1,863.60	\$3,672.00	\$3,652.00	\$4,000.00	8.93%
200-44466	MULTIFAMILY RESIDENTIAL	\$19,511.61	\$9,498.44	\$10,402.56	\$19,901.00	\$19,493.00	\$23,000.00	15.57%
200-44470	WATER FORFEITED DISCOUNTS	\$3,768.69	\$1,789.52	\$1,910.48	\$3,700.00	\$3,222.00	\$2,500.00	-32.43%
200-44472	INVOICE SERVICE PAYMENTS	\$761.88	\$0.00	\$800.00	\$800.00	\$200.00	\$0.00	-100.00%
200-44474	WATER OTHER REVENUE	\$4,166.99	\$6,186.20	-\$2,186.20	\$4,000.00	\$3,933.00	\$3,052.00	-23.70%
200-44475	IMPACT FEES	\$21,200.00	\$14,840.00	\$6,360.00	\$21,200.00	\$15,900.00	\$15,900.00	-25.00%
200-48004	INTEREST ON INVESTMENTS	\$11,984.90	\$1,949.05	\$10,050.95	\$12,000.00	\$2,776.00	\$2,300.00	-80.83%
200-48005	PROPERTY RENTAL/TOWER LEASE	\$57,983.89	\$36,355.33	\$20,644.67	\$57,000.00	\$57,000.00	\$57,000.00	0.00%
200-48420	IMPACT FEE INTEREST INCOME	\$213.98	\$48.25	\$171.75	\$220.00	\$73.00	\$60.00	-72.73%
		\$841,505.48	\$445,305.84	\$404,097.16	\$849,403.00	\$852,617.00	\$1,005,812.00	18.41%
200-57346-000	NEW WATER METERS	\$14,012.03	\$12,642.33	\$12,357.67	\$25,000.00	\$25,000.00	\$25,000.00	0.00%
200-57346-100	METER REPLACEMENT PROGRAM	\$1,374.70	\$3,000.00	\$27,000.00	\$30,000.00	\$30,000.00	\$30,000.00	0.00%
200-57400-000	BILLABLE SERVICES	\$360.00	\$4,130.00	-\$3,830.00	\$300.00	\$420.00	\$300.00	0.00%
200-57408-000	WATER TAX EQUIVALENT	\$109,000.00	\$109,000.00	-\$8,200.00	\$100,800.00	\$100,800.00	\$100,800.00	0.00%
200-57427-000	INTEREST ON LT DEBT	\$3,914.38	\$1,659.78	\$10,475.22	\$12,135.00	\$12,135.00	\$10,863.00	-10.48%
200-57599-000	WATER INSURANCE EXPENSE	\$31,666.50	\$31,383.00	\$617.00	\$32,000.00	\$31,383.00	\$32,000.00	0.00%
200-57601-150	WELL #1 - REPAIRS	\$0.00	\$0.00	\$800.00	\$800.00	\$800.00	\$800.00	0.00%
200-57602-150	WELL #2 - REPAIRS	\$0.00	\$0.00	\$800.00	\$800.00	\$800.00	\$800.00	0.00%
200-57610-140	WATER FUND CAPITAL OUTLAY	\$72,027.10	\$34,980.97	\$187,019.03	\$222,000.00	\$132,000.00	\$40,000.00	-81.98%
200-57622-170	WATER POWER - NATURAL GAS	\$1,553.21	\$4,233.43	-\$2,233.43	\$2,000.00	\$5,000.00	\$4,000.00	100.00%
200-57622-171	WATER POWER - ELECTRIC	\$55,454.72	\$45,734.43	\$12,265.57	\$58,000.00	\$65,000.00	\$65,000.00	12.07%
200-57623-160	WATER PUMPING SUPPLIES	\$0.00	\$0.00	\$200.00	\$200.00	\$200.00	\$200.00	0.00%
200-57623-170	WATER TESTING	\$2,448.00	\$1,077.00	\$1,923.00	\$3,000.00	\$3,000.00	\$3,000.00	0.00%
200-57630-110	WATER TREATMENT - WAGES	\$49,909.50	\$33,827.87	\$13,640.13	\$47,468.00	\$51,736.00	\$51,140.00	7.74%
200-57630-121	WATER TREATMENT - FICA	\$3,743.17	\$2,526.80	\$1,104.20	\$3,631.00	\$3,864.00	\$3,840.00	5.76%
200-57630-122	WATER TREATMENT - RETIREMENT	\$3,868.13	\$2,621.73	\$1,057.27	\$3,679.00	\$4,009.00	\$2,489.00	-32.35%
200-57630-123	WATER TREATMENT - HEALTH INS	\$7,938.77	\$5,749.29	\$2,133.71	\$7,883.00	\$8,304.00	\$10,830.00	37.38%
200-57630-124	WATER TREATMENT - LIFE INS	\$132.96	\$101.68	\$38.32	\$140.00	\$158.00	\$40.00	-71.43%
200-57630-127	WATER TREATMENT HSA FUNDING	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00	\$3,333.00	33.32%
200-57631-160	WATER TREATMENT CHEMICALS	\$114,668.65	\$71,887.79	\$53,112.21	\$125,000.00	\$120,000.00	\$140,000.00	12.00%
200-57632-160	WATER TREATMENT SUPPLIES	\$1,423.79	\$978.78	\$271.22	\$1,250.00	\$1,200.00	\$1,300.00	4.00%
200-57635-150	WATER TREATMENT REPAIRS/ MAIN	\$1,692.13	\$1,574.84	\$3,425.16	\$5,000.00	\$3,500.00	\$5,000.00	0.00%

2022 WATER UTILITY BUDGET

		2020	2021	2021	2021	2021	2022	Increase
		Prior year	Current year	Unexpended	Current year	Estimated YE	Proposed	Over
200-57640-110	WATER DISTRIBUTION - WAGES	\$49,924.62	\$32,498.77	\$14,969.23	\$47,468.00	\$49,704.00	\$51,140.00	7.74%
200-57640-121	WATER DISTRIBUTION - FICA	\$3,743.56	\$2,527.32	\$1,103.68	\$3,631.00	\$3,865.00	\$3,840.00	5.76%
200-57640-122	WATER DISTRIBUTION - RETIREMENT	\$3,868.88	\$2,622.34	\$1,056.66	\$3,679.00	\$4,010.00	\$2,489.00	-32.35%
200-57640-123	WATER DISTRIBUTION - HLTH INS	\$7,938.77	\$5,749.29	\$2,133.71	\$7,883.00	\$8,304.00	\$10,830.00	37.38%
200-57640-124	WATER DISTRIBUTION - LIFE INS	\$113.91	\$78.54	\$61.46	\$140.00	\$120.00	\$40.00	-71.43%
200-57640-127	WATER DISTRIBUTION HSA FUNDING	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00	\$3,333.00	33.32%
200-57641-160	WATER DISTRIBUTION SUPPLIES	\$6,437.76	\$2,619.26	\$3,380.74	\$6,000.00	\$5,000.00	\$6,000.00	0.00%
200-57650-150	WATER TOWERS REPAIRS/MAINT	\$33,830.75	\$945.18	-\$945.18	\$0.00	\$950.00	\$1,000.00	0.00%
200-57651-150	WATER MAINS REPAIRS/MAINT	\$12,260.72	\$21,511.08	\$18,488.92	\$40,000.00	\$30,000.00	\$30,000.00	-25.00%
200-57652-150	WATER SERVICES REPAIRS/ MAINT	\$2,110.24	\$4,672.07	\$327.93	\$5,000.00	\$12,000.00	\$5,000.00	0.00%
200-57653-151	WATER METER TESTING	\$16.99	\$308.00	\$2,192.00	\$2,500.00	\$1,000.00	\$2,500.00	0.00%
200-57654-150	HYDRANT REPAIRS/MAINT	\$0.00	\$10,027.63	-\$27.63	\$10,000.00	\$13,000.00	\$10,000.00	0.00%
200-57656-150	CROSS CONNECTION INSPECTION	\$22,980.00	\$12,430.00	\$10,570.00	\$23,000.00	\$20,380.00	\$19,080.00	-17.04%
200-57902-110	WATER ACCOUNTING - WAGES	\$37,063.99	\$28,919.42	\$18,870.58	\$47,790.00	\$44,229.00	\$47,608.00	-0.38%
200-57902-121	WATER ACCOUNTING - FICA	\$2,959.04	\$2,189.79	\$1,466.21	\$3,656.00	\$3,349.00	\$3,642.00	-0.38%
200-57902-122	WATER ACCOUNTING- RETIREMENT	\$2,677.35	\$2,212.33	\$1,491.67	\$3,704.00	\$3,383.00	\$3,571.00	-3.59%
200-57902-123	WATER ACCOUNTING - HEALTH INS	\$9,716.64	\$7,119.07	\$9,704.93	\$16,824.00	\$10,289.00	\$8,900.00	-47.10%
200-57902-127	WATER ACCT HSA FUNDING	\$2,500.00	\$2,500.00	\$1,875.00	\$4,375.00	\$2,500.00	\$2,500.00	-42.86%
200-57903-125	WATER METER READING - UNIFORM	\$4,427.36	\$2,433.33	\$3,066.67	\$5,500.00	\$5,500.00	\$5,500.00	0.00%
200-57920-110	WATER ADMIN - WAGES	\$30,673.79	\$16,552.87	\$14,725.13	\$31,278.00	\$27,660.00	\$32,360.00	3.46%
200-57920-121	WATER ADMIN - FICA	\$2,225.27	\$1,197.02	\$1,195.98	\$2,393.00	\$2,004.00	\$2,480.00	3.64%
200-57920-122	WATER ADMIN - RETIREMENT	\$2,216.57	\$1,274.13	\$1,149.87	\$2,424.00	\$2,125.00	\$2,430.00	0.25%
200-57920-123	WATER ADMIN - HEALTH INS	\$7,219.67	\$4,276.96	\$3,512.04	\$7,789.00	\$6,796.00	\$7,415.00	-4.80%
200-57920-127	WATER ADMIN HSA FUNDING	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00	0.00%
200-57921-160	WATER OFFICE SUPPLIES	\$10,623.56	\$7,937.15	\$2,062.85	\$10,000.00	\$10,000.00	\$10,000.00	0.00%
200-57921-200	WATER TELEPHONE	\$2,337.40	\$3,190.85	-\$690.85	\$2,500.00	\$4,711.00	\$2,500.00	0.00%
200-57923-000	WATER ATTORNEY EXPENSE	\$5,380.00	\$0.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.00%
200-57924-000	WATER ENGINEERING EXPENSE	\$27,092.78	\$12,220.50	-\$4,720.50	\$7,500.00	\$15,000.00	\$15,000.00	100.00%
200-57925-000	WATER AUDIT EXPENSE	\$29,038.42	\$17,366.67	-\$8,366.67	\$9,000.00	\$17,367.00	\$9,900.00	10.00%
200-57925-100	WATER RATE STUDY EXPENSE	\$2,000.00	\$0.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	-50.00%
200-57928-000	WATER REGULATORY EXPENSE	\$838.26	\$0.00	\$840.00	\$840.00	\$840.00	\$840.00	0.00%
200-57930-130	WATER DRUG TESTING EXPENSE	\$441.97	\$222.50	\$277.50	\$500.00	\$300.00	\$500.00	0.00%
200-57930-140	WATER DIGGERS HOTLINE EXPENSE	\$1,357.30	\$1,893.75	\$1,006.25	\$2,900.00	\$2,500.00	\$2,900.00	0.00%
200-57930-190	WATER TRAINING EXPENSE	\$1,170.00	\$1,065.00	\$1,935.00	\$3,000.00	\$1,300.00	\$3,000.00	0.00%
200-57933-150	WATER TRANSP REPAIRS/MAINT	\$1,148.96	\$285.59	\$1,214.41	\$1,500.00	\$1,000.00	\$1,500.00	0.00%
200-57933-180	WATER FUEL EXPENSE	\$270.32	\$353.02	\$746.98	\$1,100.00	\$600.00	\$600.00	-45.45%
200-57934-000	WATER DEBT SERVICE	\$12,439.00	\$17,499.00	\$48,387.00	\$65,886.00	\$65,886.00	\$67,821.00	2.94%
200-57935-150	WATER PLANT REPAIRS/MAINT	\$9,866.20	\$9,205.01	\$10,794.99	\$20,000.00	\$12,000.00	\$20,000.00	0.00%

2022 WATER UTILITY BUDGET

		2020	2021	2021	2021	2021	2022	Increase
		Prior year	Current year	Unexpended	Current year	Estimated YE	Proposed	Over
200-57940-000	DEBT ISSUANCE COST	\$5,275.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
200-57945-000	WATER DEBT SERVICE MISC EXP	\$0.00	\$158.33	-\$158.33	\$0.00	\$159.00	\$160.00	0.00%
200-57951-000	WATER SHOP TOOLS	\$559.15	\$277.07	\$222.93	\$500.00	\$300.00	\$500.00	0.00%
200-57952-000	WATER LAB EQUIPMENT	\$1,261.35	\$87.00	\$2,913.00	\$3,000.00	\$1,000.00	\$3,000.00	0.00%
200-57998-000	WATER CAP PROJ/STUDY	\$4,372.33	\$249.38	\$5,350.62	\$5,600.00	\$5,600.00	\$0.00	-100.00%
200-58801-000	IT SUPPORT/ANNUAL FEES	\$6,389.69	\$4,803.27	\$2,196.73	\$7,000.00	\$7,000.00	\$7,000.00	0.00%
		\$848,956.20	\$615,588.21	\$500,357.79	\$1,115,946.00	\$1,013,040.00	\$946,614.00	-15.17%
	OVER/UNDER BUDGET	(\$7,450.72)	(\$170,282.37)	(\$96,260.63)	(\$266,543.00)	(\$160,423.00)	\$59,198.00	
200-57610-140	WATER FUND CAPITAL OUTLAY	\$72,027.10	\$34,980.97	\$187,019.03	\$222,000.00	\$132,000.00	\$640,000.00	188.29%
	CAPITAL AMOUNT	\$72,027.10	\$34,980.97	\$187,019.03	\$222,000.00	\$132,000.00	\$640,000.00	
		FUNDING SOURCES						
		OPERATING	BORROW FROM	DETERMINE	MOVE TO			
	2022 WATER CAPITAL EXPENSES	BUDGET	SEWER UTILITY	FUNDING	2023			
	DECLORINATION EQUIPMENT	\$5,000.00						
	CORROSION CONTROL STUDY		\$150,000.00					
	REACTOR CLEANING & PAINTING			\$150,000.00				
	FUTURE W&S REPLACEMENT DESIGN	\$10,000.00						
	WELL #2 INSPECT & UPGRADE			\$150,000.00				
	WELL #3 PULL & INSPECT				\$150,000.00			
	SOUTHWICK CREEK	\$25,000.00						
		\$40,000.00	\$150,000.00	\$300,000.00	\$150,000.00			

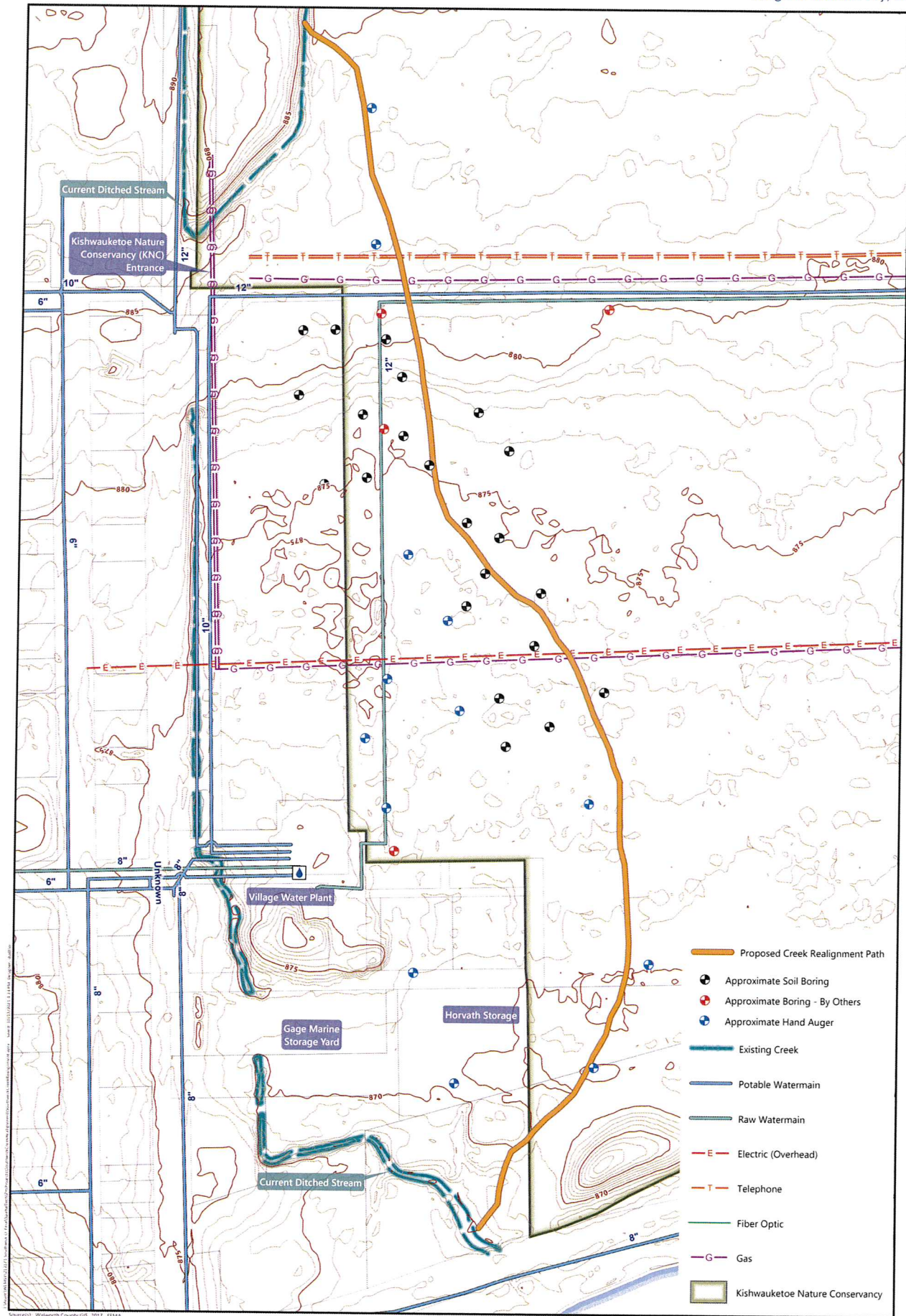
Preliminary Opinion of Probable Cost
Southwick Creek Realignment and Restoration
Village of Williams Bay

No.	Item	Approximate Quantity	Unit Price	Total
1	Creek Construction and Restoration	2,300 Lin Ft	\$ 130	\$ 299,000
2	Tile Line Connections --Existing and Proposed Creek	1,000 Lin Ft	\$ 180	\$ 180,000
3	Mobilization - Traffic Control	1 Lump Sum	\$ 50,000	\$ 35,000
4	Utility Relocation -- 50 Foot Relay	4 Each	\$ 30,000	\$ 120,000
5	Dredging of Stream at Geneva Street	1 Lump Sum	\$ 20,000	\$ 20,000
6	Culverts under Bike Path and Horvath Drive	1 Lump Sum	\$ 40,000	\$ 40,000
Construction Cost				\$ 694,000
Legal, Permit Fees, Bidding:				\$ 10,000
Design and Construction Engineering (15%)				\$ 104,000
Contingencies (20%)				\$ 118,000
Project Cost				\$ 926,000

Notes: See the 10-13-21 Proposed Creek Alignment Plan for Southwick Creek Restoration

Based on dry season construction conditions or winter conditions with spoil disposal at the project site outside of the floodplain area.

The tile lines are needed to transfer the base flow from the existing creek location; the inlets on the tile lines are intended to prevent sediment transfer to the proposed creek location.



SOURCE: Walworth County GIS, 2017. ESRI



October 13, 2021

0 75 150 300 Feet



VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES BUILDING, ZONING AND ORDINANCE 10/08/21 MEETING FRIDAY, OCTOBER 8, 2021 AT 8:30 AM VILLAGE HALL COUNCIL ROOM

I. Call to Order

Trustee Wright called the meeting to order at 08:33am.

II. Roll Call

Present: Lowell Wright, Don Parker

Also Present: Administrator Tobin and Clerk Pankau

Excused: George Vlach

III. Building, Zoning & Ordinance Committee Meeting Minutes of September 17, 2021

The motion to Approve the Building, Zoning & Ordinance Committee Meeting Minutes of September 17, 2021 was initiated by Don Parker and seconded by Lowell Wright. Unanimously carried.

IV. Resolution R-12-21 Revising the Ward Map for the Village of Williams Bay

Clerk Pankau explained that the Ward Maps need to be reviewed and possibly changed every 10 years after the Census Data is available. She explained that the goal is to have about the same number of residents in each ward. Therefore, she showed the Committee that she extended Ward 1 and made Ward 2 and 4 smaller, to reflect the changes in population that Ward 2 and 4 have had in population growth.

The motion to Recommend Village Board Approval of Resolution R-12-21 Revising the Ward Map for the Village of Williams Bay was initiated by Lowell Wright and seconded by Don Parker. Unanimously carried.

V. Pier Numbers

Trustee Wright explained that after Harbor Commission meetings, he is looking into establishing an Ordinance which would require pier numbers to be clearly placed at the end of each pier so that it is easier for the Harbor Commission, Law Enforcement, Fire Departments and Rescue Departments to know which pier is which. The Committee asked Administrator Tobin to ask the Village Attorney what an appropriate penalty would be and if it could be enforced on existing piers.

VI. Appointment of Village Administrator

The Committee asked Administrator Tobin to ask the Village Attorney to put into language to say that if the Village President does not re-appoint the incumbent Village Administrator, then the Village Board by majority vote can re-appoint them. Trustee Wright asked for this to be reviewed at the November Committee meeting.

VII. Update on Status of Comprehensive Plan

Trustee Wright announced that Van de Walle has suggested coming before the Village Board before a regular Board Meeting to start the process of the Comprehensive Plan.

VIII. Contract for Building Inspection Services

Trustee Wright explained that there is a proposed contract from Safe Built that needs to be passed onto the Finance and Personnel Committee. Trustee Wright noted that it still refers to Dave Bretl, former Interim Administrator in the

contract, and asked Administrator Tobin to have them change it to "Village Administrator".

The motion to move the Contract for Building Inspection Services to the Finance and Personnel Committee for review was initiated by Lowell Wright and seconded by Don Parker. Unanimously carried.

IX. Adjourn

The motion to adjourn was initiated by Lowell Wright and seconded by Don Parker at 9:03am. Unanimously carried.

/s/ Jackie Pankau, Village Clerk

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

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

Re: Pier Numbers

Background

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

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

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

Appointment of Village Administrator

Ordinance Change Proposals – 10/2021

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

Proposal Regarding Appointment

Amend Section 80.3 C as noted in bold text below:

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

Proposal Regarding Inconsistencies between Ordinance and Job Description

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

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

(1) Board Relations

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

(2) Financial

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

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

Delete Section E and F

Renumber Section G to be Section E

ORDINANCE #2021 – 11
AN ORDINANCE AMENDING SECTION 80-3 OF THE CODE OF ORDINANCES
OF THE VILLAGE OF WILLIAMS BAY CONCERNING THE VILLAGE ADMINISTRATOR

WHEREAS, Section 80-3 of the Code of Ordinances of the Village of Williams Bay sets forth the authority, duties and responsibilities of the Village Administrator; and

WHEREAS, the Building, Zoning and Ordinance Committee having reviewed Section 80-3 to ensure that it adequately describes the position of Village Administrator in a manner that meets the needs of the village; and

WHEREAS, as result of its review of Section 80-3 the Building, Zoning and Ordinance Committee having proposed to the Village Board amendments to that section in order to better meet the needs of the village; and

WHEREAS, the Village Board of the Village Williams Bay having reviewed the proposed amendments to Section 80-3 and having determined that it is appropriate to adopt same.

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

Section I. Section 80-3C. of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

C. Appointment. The Village Administrator shall be appointed by the Village President and confirmed by the Village Board for a term of three (3) years from the date of initial hire (or at the expiration of the term of an incumbent Village Administrator appointed prior to April 20, 2021) on the basis of merit, with due respect to training, experience, administrative ability and general fitness and knowledge of administrative and operational functions of municipal government. The Village Administrator shall be an officer of the Village of Williams Bay. Compensation therefore shall be as determined by the Village Board from time to time. Should the Village President decline to reappoint an incumbent Village Administrator, the Village Board may reappoint the incumbent Village Administrator to that office.

Section II. Section 80-3D. of the Code of Ordinances of the Village of Williams Bay is hereby amended to read as follows:

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

(1) Board Relations.

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

performed by the Village and for improving the health, safety and welfare of the Village.

(2) Financial.

- (a) Serve as the primary staff person in establishing and monitoring the annual operating budget in accordance with all statutory requirements.
- (b) Oversee the work of the Treasurer and serve as the primary staff person responsible for monitoring the budget and answering budget inquiries of staff and elected officials. Perform certain accounting tasks to ensure separation of duties to the extent possible, including reviews, approves journal entries, approves all Village encumbrances, review and approve bank deposits.
- (c) Serve as the purchasing agent for the Village, supervising all purchasing and overseeing the contracting for supplies and services. Prepare Village contracts for execution.

(3) Administration.

- (a) Administer all day-to-day operations of the Village government, including the monitoring of all Village ordinances, resolutions, Village board meetings and state statutes.
- (b) Administer and direct the operation and maintenance of all Village-owned property, lands, buildings, improvements and equipment, and all public ways, ditches, drains and storm sewers and where such duties are otherwise given to other officials, officers and employees of the Village, the Village Administrator shall assist the above officials, officers and employees as the Village Board may from time to time direct.
- (c) Create drafts of administrative procedures, subject to review by the Village Board, to increase the effectiveness and efficiency of Village government.
- (d) Oversee the engagement of outside consultants through drafting RFP's or bid requests, review bids and proposals and make a recommendation to the Village Board.
- (e) Ensure the thorough and satisfactory completion of all contracted and consultant work.

(4) Legislative.

- (a) Keep informed concerning current Federal, State and County legislation and administrative rules affecting the Village.

(5) Human Relations.

- (a) Serve as personnel officer for the Village with responsibilities to ensure that complete and current personnel records, including specific job descriptions for all Village employees, are maintained; evaluate in conjunction with department directors the performance of all employees on a regular basis, recommend salary and wage scales for Village employees not covered by collective bargaining agreements, ensure that

the Village employees have proper working conditions, and work closely with department heads to promptly resolve personnel problems or grievances.

- (b) Administer or direct a designee to ensure that all employees, new and sustained, have had their benefit package fully explained and implemented.
- (c) The Village Administrator shall work closely with department heads to ensure that employees receive adequate opportunity for training in order to maintain and improve their job-related knowledge and skills.
- (d) Recommend to the Village Board the appointment, promotion and, when necessary, for the good of the Village, the suspension or termination of department directors.
- (e) In consultation with the appropriate department director be responsible for the appointment, promotion and, when necessary for the good of the Village, the suspension or termination of employees below the department director level.

Section III. Section 80-3E. and Section 80-3F. are hereby repealed.

Section IV. Section 80-3G. is hereby redesignated as Section 80-3E.

Section V. 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 _____, 2021.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Jackelyn Pankau, Clerk

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

- (c) **Utility setbacks.** In addition to any other **setback** required by this chapter or ordinance, no building shall hereafter be erected, structurally altered, reconstructed, or relocated so that any roofed or enclosed portion, including any footings, is closer than ten feet to any public **utility** line. The zoning administrator may require said public **utility** lines to be surveyed in advance of issuing a zoning permit so as to verify compliance with this section.

(Ord. No. 090412-02, § 1, 9-4-2012; Ord. No. 03-07-16-04, § 1, 3-7-2016)