VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org

Phone: 262-245-2700

NOTICE

COMMITTEE MEETINGS

WEDNESDAY, JULY 13, 2022 AT 6:30 PM

VILLAGE HALL COUNCIL ROOM

AGENDA

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

I. Streets & Highways Committee – Stanek, D'Alessandro, Vlach

- **a.** Due to lack of a quorum, the Streets and Highways Committee will not meet on July 13th. They will meet again on the August 10, 2022 Committee Meetings night.

II. Protective Services Committee – Vlach, Umans, Jaramillo

- **a.** Call to Order
- **b.** Roll Call
- **c.** Protective Services Committee Meeting Minutes of June 15, 2022
- **d.** Protective Services Committee Meeting Minutes of June 29, 2022
- **e.** Law Enforcement Agency Grant (WI)
- **f.** Monthly Numbers
- **g.** Adjourn

III. Parks & Lakefront Committee – D'Alessandro, Stanek, Wright

- **a.** Call to Order
- **b.** Roll Call
- **c.** Parks & Lakefront Committee Meeting Minutes of June 15, 2022
- **d.** TLS Windsled Inc.-Hovercraft Rides 2023
- **e.** Dredging of Southwick Creek
- **f.** Deer Culling
- **g.** Adjourn

IV. Finance & Personnel Committee – Wright, D'Alessandro, Umans

- **a.** Call to Order
- **b.** Roll Call
- **c.** Finance & Personnel Committee Meeting Minutes of June 15, 2022
- **d.** Joint Williams Bay and Fontana Finance Committee Meeting Minutes of June 23, 2022

e. Finance & Personnel Committee Meeting Minutes of July 5, 2022

f. Scherrer Contract for Bathroom Remodel

g. Scope of Engagement Letter-Quarles and Brady

h. Resolution R-24-22 Resolution Authorizing the Issuance of $12,135,000 General Obligation Promissary Notes and the Issuance and Sale of a $12,135,000 Note Anticipation Note in Anticipation Thereof

i. Resolution R-25-22 Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed $12,135,000 General Obligation Refunding Bonds

j. Investments

k. Administrator Performance Review

l. Adjourn

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

a. Call to Order

b. Roll Call

c. Water & Sewer Committee Meeting Minutes of June 15, 2022

d. Error on Utility Bill

e. Adjourn

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

a. Call to Order

b. Roll Call

c. Building, Zoning & Ordinance Committee Meeting Minutes of May June 15, 2022

d. Comprehensive Plan Update

e. Adjourn

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

Posted: 07/12/2022 5:00 PM

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UNOFFICIAL MINUTES
PROTECTIVE SERVICES COMMITTEE
WEDNESDAY, JUNE 15, 2022, AT 6:30 PM
VILLAGE HALL COUNCIL ROOM

Call to Order
Meeting was called to order by Trustee Umans at 7:20pm

Roll Call
Trustees Jaramillo and Umans
Excused: Chairman Vlach
Also Present: President Duncan, Trustees Stanek and Wright, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards and Engineer Snyder.

Meeting Minutes
Umans/Jaramillo motion to approve meeting minutes of April 13, 2022, May 2, 2022, with corrections, Joint Protective Services Committee and Finance and Personnel Committee minutes of May 16, 2022 and meeting minutes of June 8, 2022. Unanimously carried.

Williams Bay Fire Department Temporary Class "B" Retailer's License Application for July 14-17, 2022.
Umans/Jaramillo motion to recommend Village Board approval of the Williams Bay Fire Department Temporary Class "B" Retailer's License Application for July 14-17, 2022. Unanimously carried.

Alcohol License Renewals
COMBINATION CLASS "B" FERMENTED MALT BEVERAGE AND "CLASS B" INTOXICATING LIQUOR LICENSE RENEWAL APPLICATIONS:

1. Aurora University, d/b/a George Williams College, 350 Constance Blvd, Yvette Howard, Agent
2. Big Bay, LLC, d/b/a Harpoon Willies/Café Calamari, 10 E. Geneva St, Josh LaCroix, Agent
3. Lucke Enterprises Inc, d/b/a Lucke's Cantina, 220 Elkhorn Rd, Laine Lucke, Agent
4. Privato, LLC, d/b/a Privato, 2 W. Geneva St, Sara J LaCroix, Agent

Umans/Jaramillo motion to recommend Village Board approval of the Combination Class "B" Fermented Malt Beverage And "Class B" Intoxicating Liquor License Renewal Applications. Unanimously carried

1. Green Grocer, Inc, d/b/a Green Grocer, 24 & 26 W. Geneva St, Dawn Marie Mancuso, Agent

Umans/Jaramillo motion to recommend Village Board approval of Green Grocer's renewal application with no alcohol to be served outside and to resubmit the premise map without the outside area. It was the consensus that if outside serving is requested, they will need to resubmit application after gates are installed. Unanimously carried.

<u>RESERVE COMBINATION CLASS "B" FERMENTED MALT BEVERAGE AND "CLASS B" INTOXICATING LIQUOR LICENSE RENEWAL APPLICATIONS:</u>

1. Gage Marine Corporation, d/b/a Pier 290, 1 Liechty Dr, William B. Gage, Agent
2. Bay Cooks LLC, d/b/a Bay Cooks, 99 N. Walworth Ave, Elizabeth Sanchez, Agent

Umans/Jaramillo motion to recommend Village Board approval of the Reserve Combination Class "B" Fermented Malt Beverage And "Class B" Intoxicating Liquor License Renewal Applications. Unanimously carried.

<u>COMBINATION CLASS "A" FERMENTED MALT BEVERAGE AND "CLASS A" INTOXICATING LIQUOR LICENSE RENEWAL APPLICATIONS:</u>

1. ARFM Energy, LLC, d/b/a Bayside 66, 156 Elkhorn Rd, Mishelle Kragenbrink, Agent
2. GLM Liquor and Grocery Inc, d/b/a Bell's Store, 659 E. Geneva St, Gurpeet Kaur, Agent
3. Williams Bay Mobil Mart, Inc, d/b/a Williams Bay Mobil Mart, 66 W. Geneva St, Gurdarshan Singh, Agent

Umans/Jaramillo motion to recommend Village Board approval of the Combination Class "A" Fermented Malt Beverage And "Class A" Intoxicating Liquor License Renewal Applications. Unanimously carried.

<u>CLASS "B" FERMENTED MALT BEVERAGE LICENSE RENEWAL APPLICATIONS:</u>

1. Daddy Maxwell's Inc, d/b/a Daddy Maxwell's, 150 Elkhorn Rd, Joellen Berryhill, Agent

Umans/Jaramillo motion to recommend Village Board approval of the Class "B" Fermented Malt Beverage License Renewal Application. Unanimously carried.

<u>TOBACCO PRODUCTS LICENSE RENEWALS:</u>

1. ARFM Energy, LLC, d/b/a Bayside 66, 156 Elkhorn Rd
2. GLM Liquor and Grocery Inc, d/b/a Bell's Store, 659 E. Geneva St
3. Williams Bay Mobil Mart, Inc, d/b/a Williams Bay Mobil Mart, 66 W. Geneva St

Umans/Jaramillo motion to recommend Village Board approval of the Tobacco Products License Renewals. Unanimously carried.

Monthly Numbers

Chief Timm provided an overview of the May 2022 Police Activity. Timm gave a brief update on monthly police activities.

Chief's Report

Timm stated that Officer Raabe is doing well at the academy, digital speed signs are up and providing feedback, and he is working on the process to adding a Chaplin for the Department.

Taser Presentation

Officer Borgen gave an in-depth presentation on the latest model of tasers the Department has acquired.

Adjourn

Umans/Jaramillo motion to adjourn at 8:05pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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UNOFFICIAL MINUTES
PROTECTIVE SERVICES COMMITTEE 06/29/22 MEETING
WEDNESDAY, JUNE 29, 2022 AT 3:30 PM
VILLAGE HALL COUNCIL ROOM

I. Call to Order

Chairman Vlach called the meeting to order at 3:30pm.

II. Roll Call

Present: George Vlach, Robert Umans
Excused: Adam Jaramillo
Also Present: President Duncan, Trustee D'Alessandro and Wright, Administrator Tobin, Treasurer Peternell, Fire Chief Smith, Fire Captain Vavra and Police Chief Timm

III. EMS Agreement with the Village of Fontana

Discussion was held regarding command protocol in regards to Fire Services. Smith stated that both the Fire Department and Rescue Department are dispatched when an accident occurs and said that Williams Bay Fire Department should respond instead of Fontana since the contract is only for EMS services. Vlach stated that the contract needs to detail the chain of command as to when Fire Services are needed by Fontana. It was the consensus of the Committee to have Administrator Tobin discuss the concerns with Fontana's Administrator and bring it back to the Committee for recommendations.

IV. Adjourn

The motion to adjourn was initiated by Robert Umans and seconded by George Vlach at 4:12pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

Law Enforcement Agency Grant

Program: Tribal and Local Law Enforcement Agency Initiative

Award Amount: Each tribal and local law enforcement agency in the State of Wisconsin (referred to herein as "LEAs" or "Grantees") has been allocated a certain sum (its "Allocation") based on the size of the population it serves, with an add-on for LEAs serving communities where violent crime exceeds the state average. The Allocation for each LEA is available here and incorporated by reference herein.

Program Duration: An LEA may use its Allocation to reimburse eligible expenditures incurred **between March 15, 2022 and June 30, 2023**. Expenditures incurred outside that time window are not eligible for reimbursement under this Program. For purposes of this Program, an expenditure is not "incurred" until the LEA or its affiliated Tribal or local government has paid it.

How it Works: During a quarterly Reporting Period, an LEA may draw down its Allocation and receive allocated funds by reporting eligible expenditures for reimbursement through the Program's online reporting system. DOA will process these submissions and reimburse each LEA's reported eligible expenditures from the remaining balance of its Allocation. The first Reporting Period is expected to occur during a two-week period in September 2022; they will occur on a quarterly basis thereafter until the completion of the Program.

Example: An LEA has a $20,000 allocation. During the September 2022 Reporting Period, it uses the online reporting system to report $8,000 in eligible expenditures incurred since March 15, 2022. DOA processes the reimbursement request and pays $8,000 to the LEA, leaving $12,000 in the LEA's Allocation. In the next quarterly Reporting Period, the LEA submits another $7,000 in eligible expenditures. Those eligible expenditures are again processed and reimbursed, leaving the LEA with $5,000 of its Allocation remaining to reimburse expenditures reported in subsequent Reporting Periods.

Permitted Uses of Funds: The Program is intended to provide LEAs with additional resources to help offset certain costs associated with hiring, training, testing, and equipping law-enforcement officers, as well as updating certain technology and policies and implementing new crime-reduction initiatives. The following expenditures are eligible for reimbursement under the Program, subject to the limitations set forth in the MOU, this Program Schedule, and applicable state and federal law:

1. **Recruitment incentives.** The Program will reimburse the costs of certain financial incentives to recruit new officers, jail personnel, and dispatchers (referred to collectively below as "new hires"), as follows:

a. The costs of a new hire's academy or other formal preparatory training, to the extent the new hire's training costs are reimbursed by the LEA following acceptance of employment.

b. A signing bonus of up to $2,000 for each new hire.

c. For each new hire whose most recent employer was an out-of-state governmental agency, an additional bonus of up to $500 for each year of relevant out-of-state experience as a law enforcement officer, jailer, or dispatcher, up to an additional $2,000. Thus, for a new hire from an out-of-state law governmental agency with four or more years' relevant experience, this Program will reimburse the cost of providing a signing bonus of up to $4,000.

Each new hire who receives recruitment incentives that are reimbursed through this Program must provide the LEA with a written statement affirming that the new hire intends to complete at least three years' continuous employment with the LEA. The LEA is responsible for collecting and maintaining those statements; it does not need to provide copies of those statements when making reimbursement requests unless specifically requested by DOA.

Each LEA is responsible for conducting appropriate background checks on employment candidates. New hires with a record of misconduct are not eligible to receive recruitment incentives that are reimbursed through this Program.

2. **Medical testing.** The Program will reimburse the costs of job-related medical testing of officers, including physical examinations, hearing tests, drug tests, pre-employment psychological examinations, and other medical testing.

3. **Training.** The Program will reimburse the costs of providing training to help reduce violence and improve community safety, including programs to train officers in any of the following subject areas:

a. Crisis intervention, including training for interactions with individuals suffering from mental illness and addiction.
b. Resiliency and suicide prevention.
c. Use-of-force options and de-escalation tactics, including scenario-based training aimed at stabilizing potentially dangerous situations to allow more time and options for safe resolution.
d. Implicit bias.
e. "Active bystander" training.
f. The emergency detention process.
g. Homicide investigation.
h. Any annual recertification training required by the Wisconsin Law Enforcement Standards Board.

4. **Wellness and counseling programs.** The Program will reimburse the costs of providing wellness, counseling, or behavioral health programs or services to officers.

5. **Officer equipment and technology, excluding weapons.** The Program will reimburse the costs of purchasing the following equipment or technology:

a. Uniforms, duty belts, holsters, handcuffs, boots, bulletproof vests and other protective gear, radios, flashlights, and other equipment of a similar nature.
b. License-plate readers, security cameras, and smart cameras.
c. Mobile data computers.
d. Body cameras and body camera-activating holsters.

Weapons (including non-lethal weapons) and ammunition are not eligible for reimbursement through this Program.

6. **Temporary contract personnel.** The Program will reimburse the costs of retaining temporary contract personnel to assist with processing evidence, reducing backlogs, or other tasks that help LEAs conduct criminal investigations. When reporting these expenditures in the online reporting system, the LEA must identify the contractor used and the nature of the services performed.

7. **Sworn law enforcement officers, jail personnel, and dispatchers.** The Program will reimburse certain costs associated with sworn law enforcement officers, as follows:

a. The additional payroll costs associated with increasing part-time officers, dispatchers, or jail personnel to full-time positions.

b. For LEAs that adopt or engage in initiatives to reduce violent crime (including offenses involving firearms), the payroll costs of officers for time worked on such initiatives.

c. The payroll costs of officers for time worked on Crisis Intervention Teams.

d. For LEAs serving communities where the violent crime rate exceeds the state average, as identified in Appendix 1, the full payroll costs for new hires (as defined in paragraph 1 above) made on or after March 15, 2022.

8. **K9 units.** The Program will reimburse the costs associated with purchasing canines to assist officers with law enforcement functions, including any related training costs.

9. **Community policing initiatives.** The Program will reimburse costs associated with designing and implementing community policing initiatives, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives. For purposes of this Program, "community policing initiatives" refer to place-based, community-oriented crime reduction strategies in targeted neighborhoods suffering from chronic crime issues.

10. **Initiatives to address carjacking and vehicle theft.** The Program will reimburse costs associated with designing and implementing initiatives to prevent and investigate incidents of carjacking and vehicle theft, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives.

11. **Updating use-of-force policies to comply with Act 75.** The Program will reimburse costs associated with updating their use-of-force policies to comply with the standards set forth in 2021 Wisconsin Act 75, including any costs of training related to these standards.

Expenditures not included in the above categories are not eligible for reimbursement through this Program.

Procurement limitations: All expenditures submitted for reimbursement through this Program must comply with Grantee's local procurement procedures and must avoid conflicts of interest, acquisition of unnecessary or duplicative items, excessive costs, or other waste.

March 15, 2022

In March, Governor Evers announced a new investment of more than $50 million to help make Wisconsin communities safer, including nearly $19 million to be allocated to every local and tribal LEA across the state. The allocation for each LEA is based on the size of the population served, with an add-on for communities where violent crime exceeds the state average. You can find the amount allocated to your LEA here.

Each LEA can use its allocated funds to reimburse eligible expenditures incurred between March 15, 2022 and June 30, 2023. The Department of Administration (DOA) currently anticipates that the first round of reimbursement payments will be made in September 2022. In the coming weeks, the DOA will provide details on the types of expenditures that are eligible for reimbursement through the program, how an LEA reports them to the DOA, and other terms and conditions. We will send an email notice to you once those details are finalized.

VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES
PARKS AND LAKEFRONT COMMITTEE
WEDNESDAY, APRIL 13, 2022, AT 6:30 PM
VILLAGE HALL COUNCIL ROOM

Call to Order

Meeting was called to order by Chairman D'Alessandro at 7:18pm

Roll Call

Present: Trustees D'Alessandro, Stanek and Wright

Also Present: President Duncan, Trustee Vlach and Umans, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards and Engineer Snyder.

Meeting Minutes

Wright/Stanek motion to approve meeting minutes of May 11, 2022, and Joint Finance & Personnel Committee and Parks & Lakefront Committee meeting minutes of June 1, 2022. Unanimously carried.

Edgewater Park Use Application for Fire Department's Chicken Roast July 14-17, 2022

Wright/Stanek motion to recommend Village Board approval of the Edgewater Park Use Application for Fire Department's Chicken Roast July 14-17, 2022. Unanimously carried.

Edgewater Park Use Application for Lion's Club Corn and Brat Fest August 12-14, 2022

Stanek/Wright motion to recommend Village Board approval of the Edgewater Park Use Application for Lion's Club Corn and Brat Fest August 12-14, 2022. Unanimously carried.

Adjourn

Stanek/Wright motion to adjourn at 7:20pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

TLS WindSled inc

To: Becky Tobin Williams Bay Village Administrator
From: Terry Soltow TLS WindSled Inc
Date: 6/17/2022

Becky
This letter is a short recap of a difficulty we encountered operating hovercraft Ice Rides 2022

2022 was an experimental year. I expected no or little profit I accepted the loss in exchange for the knowledge gained.

What we learned:

1. Insurance Requirements jeopardize 2023 operation
   A. Increased ticket cost will also increase insurance cost as premium is based on revenue
   B. To assist in understanding insurance issue here is a brief recap: Lake Geneva Winterfest $350K insurance coverage, that coverage cost me $4.89 per rider. Williams Bay required me to carry $2M in coverage, that coverage cost me $29.69 per rider. Our per ride charge was $35.00 per rider.
   C. Lower insurance requirements increase risks
   D. Three years of operating with 0 incidents or accidents resulting in 0 claims
   E. Solution:
      1) Lower coverage requirement
      2) Seek Wisconsin Tourism Grant money to cover insurance cost?
      3) Increase ticket cost (this may reduce rider participation)
2. Ice Rides can draw people from Lake Geneva, our only promotion for this was a few flyers in hotels lobbies and a posting on LG event calendar.
3. Advertising on various social media platforms such as various FB pages, and printed media such as LG visitors catalog will increase rider participation (we intentionally avoided that this year)
4. We need to increase hovercraft seating capacity
   A. 2023 we will introduce the new WS16 enclosed hovercraft providing seating for up to 8 passengers in a heated enclosed hovercraft operating with 4-cycle engines
   B. If it can be completed in time, we will introduce a 12 passenger hover as well
5. Quieter hovercrafts, the new units we are introducing will reduce noise levels from near 95 dB to 75 dB, (people talk at about 65 dB).
6. Restrooms needed (We are happy to hear that the restrooms will be open this next season)
7. Parking and boat ramp activities
   A. While additional parking is available it is not convenient for our customers
   B. If 4 spaces could be designated strictly for Ice Rides it would be helpful
   C. Unexpected events such as ice fishing tournament and ice party caused issues, awareness of these events would be helpful

8. Additional activities at or near the Boat Ramp could produce more tourism to the WB area. More reasons to come more reasons to stay and support local businesses.
   A. Not sure what this might look like, but it could be a windfall for WB if we proceed
   B. Utilizing the parking areas that are underused during the winter months could make for interesting projects.
9. Start rides as soon as the ice forms (2022 we lost 2 weeks of ice rides due to starting after LG Winterfest)

Issues to be resolved

1. Insurance cost
2. Parking spaces
3. Advertising

MUNICIPAL BUSINESS LEASE

SECTION I. Date, Contracting Parties, Description of Property and Term of the Lease.

1. This lease is made this 16th day of August, 2021, between The Village of Williams Bay, Wisconsin, herein called the Municipality, and TLS WindSled Inc. herein called the Renter.

2. The Municipality, in consideration of the agreements with the Renter herein set forth, hereby leases to the Renter, to occupy the municipal boat launch area to provide Hovercraft ice rides to patrons.

3. This lease shall be for the following specified period: December 15, 2021 and shall continue in force until March 15, 2022. The season shall be determined by the weather conditions. Renter shall provide a tentative schedule to the Village Administrator by December 1, 2021. Renter shall provide a 24-hour notice to the Village if they are scheduled to be open for business and are not able to due to weather or some other unforeseen circumstance. There shall be no automatic renewal of this agreement.

SECTION II. Rental Payments.

1. Amount of Rent: The monthly rental payment owed by the Renter shall be 3% of the Renter's gross sales for the payment period. That amount shall be calculated from the start of this lease to the end of the first month, and subsequently each month after. The Renter shall provide verification of the gross sales to the Municipality.

2. Time of Payment: The monthly cash rent for this business to be paid by the Renter to the Municipality is to be paid on the 10th day of each month, or the closest Monday thereafter if said due date occurs on a Saturday or Sunday. The first payment shall be due January 10, 2022, and monthly thereafter with the last payment being due April 10, 2022.

3. Checks shall be made payable to the: Village of Williams Bay

4. Overdue rental payments shall bear interest at the rate of 10% per annum.

SECTION III. The Renter and Municipality Agree as Follows:

1. It is the responsibility of the Renter to obtain and hold all necessary licenses and permits from the State of Wisconsin and Department of Agriculture, Trade & Consumer Protection, DNR, and to comply with all requirements of said licenses and permits and provide copies of the same to Village Administrator.

2. Renter agrees to only operate on Saturdays and Sundays during the specified period in Section 1. Hours of operation are 11:00 a.m.- 5:00 p.m. Renter is permitted to leave equipment at the municipal boat launch during overnight hours on Saturday if the business is going to be operating on Sunday.

3. Premises herein leased and every part thereof, during said term, shall be used only for the lawful business purposes of the Renter.

4. Renter shall not alter or redecorate said premises without prior written consent of Municipality. Renter agrees to maintain the area in a neat, clean, and orderly manner.

5. Renter agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be paid or incurred by Municipality in enforcing this lease.

6. Renter agrees not to assign this lease or sublease the premises without the consent of the Municipality.

7. Renter agrees to indemnify and hold harmless the Municipality from any and all liability, loss, or damage the Municipality may suffer as a result of claims, demands, costs, or judgments against it arising from the Renter's activities with this agreement. Renter shall provide a Certificate of Insurance to the Municipality with liability coverage being a minimum $1,000,000 each occurrence, damage to rented property no less than $500,000 and a general aggregate of no less than $2,000,000.

8. TLS WindSled Inc. and Terry Soltow agree to personally guarantee the debts from Section II only of the Renter for this agreement.

9. Municipality will provide snow removal of the parking lot. Renter has permission to use electrical outlets and portable toilets that are available on the property.

SECTION IV. Termination of Agreement:

1. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this agreement, shall constitute grounds for termination thereof, at the option of the other party.

SECTION V. Signatures:

RENTER:

Terry R Soltow

Terry Soltow, President, TLS WindSled Inc.

Approved by Village Board of the Village of Williams Bay this 16th day of August, 2021.

MUNICIPALITY:
VILLAGE OF WILLIAMS BAY

William B. Duncan, President

ATTEST:

Jackie Pankau, Clerk

GARDINER KOCH WEISBERG & WRONA

Attorneys at Law

GKW&W

July 26, 2021

William B. Duncan
President, Village of Williams Bay
250 Williams St.
Williams Bay, WI 53191

RE: State and Local Permits Required for TLS Windsled Hovercraft Rental

Dear President Duncan,

Our firm represents Terry Soltow of TLS Windsled, Inc. The purpose of this letter is to inform the Village Board of the Village of Williams Bay of the permits required for TLS Windsled to provide piloted hovercraft rides for passengers on the ice of Geneva Lake during the upcoming winter.

After researching relevant statutes and regulations and inquiring with relevant state and local government agencies, including the Wisconsin Department of Agriculture, Trade and Consumer Protection, the Wisconsin Department of Natural Resources, and the Walworth County Department of Land Use and Resource Management, we have concluded that no state or county permits are required. Specifically, the DNR did not require a permit because hovercraft that are used solely on ice need not be registered or otherwise regulated as boats, and as long as they are operated only on ice, they do not fall under any other category of vehicle regulated by the state.

Very truly yours,

GARDINER KOCH WEISBERG & WRONA

Thomas G. Gardiner

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1755 Park Street, Suite 114 - Naperville, Illinois 60563 - Tel 630.579.0635 Fax 630.579.0638
500 Commercial Court, Suite 300 - Lake Geneva, Wisconsin 53147 - Tel 262.812.0864 Fax 312.362.0440

Deer Culling

Justin Timm <chief@williamsbay.org>

Thu 7/7/2022 9:48 AM

To: Jim Dalessandro <jdalessandro@williamsbay.org>

Cc: Becky Tobin <admin@williamsbay.org>

Good morning Trustee D'Alessandro,

I spoke with Nathan Holoubek from the Wisconsin DNR regarding the deer culling brought up to the Village Board at our most recent meeting. He has two separate options for the Parks and Lakefront Committee to consider.

Option 1: Public Hunting Permits
-The village would be able to issue antlerless deer tags free of charge to a controlled population of hunters
-This would run the duration of the regular hunting season September through December
-The village would control the tags and can issue them on a first come first serve bases or however the board chooses to regulate who is hunting and receiving these tags
-Fontana and other communities that utilizes this option have a low success rate

Option 2: Sharpshooting Company
-The village would need to employ a sharpshooting company (Usually $350/deer)
-The company has different regulations than deer hunting such as hunting at night, baiting deer, using suppressors. Because of these regulations, they tend to have a higher success rate
-This season is from December -March
-DNR does not regulate who the village can utilize as a company

Nathan stated the DNR will not do a population count since this is a social issue and not a ecological issue. The DNR would also not regulate how many deer are culled. He did state they usually start with 20 deer tags and can issue more if needed.

Nathan is going to send me some examples of permits he has issued in the past. Once the board has decided on which option to go with, Nathan will work with us to formulate regulations and perimeters around the hunting.

Please let me know if you have any further questions and I can answer them to the best of my ability.

Have a great weekend!

Respectfully,

Justin P Timm
Chief of Police
Williams Bay Police Department

262.245.2710 (Office)
262.581.3061 (mobile)

SMIP Session 75
FBI Trilogy Graduate
WCELEA Secretary

VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES
FINANCE AND PERSONNEL COMMITTEE
WEDNESDAY, JUNE 15, 2022, AT 6:30 PM
VILLAGE HALL COUNCIL ROOM

Call to Order
Meeting was called to order by Chairman Wright at 8:05pm

Roll Call
Trustees Wright, D'Alessandro, and Umans.
Also Present: President Duncan, Trustees Stanek, Vlach and Umans, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards and Engineer Snyder.

Meeting Minutes
D'Alessandro/Umans motion to approve meeting minutes of May 11, 2022, May 12, 2022, Joint Protectives Services Committee meeting minutes of May 16, 2022, and Joint Finance and Personnel Committee and Parks and Lakefront Committee meeting minutes of June 1, 2022. Unanimously carried.

Contract for online tax collection
The Committee reviewed the proposal from Municipal Services Bureau (MSB) to offer online payment processing to taxpayers. Peternell stated that currently the Village has been paying the credit card processing fees for taxpayers for credit/debit cards and electronic checks. This contract would require the processing fees to be paid by the customer. The annual fee of $450 that is charged to the Village by Ascent will be reimbursed by MSB. D'Alessandro/Umans motion to recommend Village Board approval of the contract with Municipal Services Bureau (MSB) to offer online payment processing to taxpayers. Unanimously carried.

Adding Short Term Rental monitoring to Municipal Code Enforcement contract
Tobin discussed the revised contract with Municipal Code Enforcement to add short term rental monitoring to their scope of services. Tobin stated that there has been an increase in registrations and complaints regarding short term rentals that require additional assistance to address. She further stated that the revenue generated from the permits will cover the cost to add this service to the contract. D'Alessandro/Umans motion to recommend Village Board approval of adding short term rental monitoring to Municipal Code Enforcement contract**.** Unanimously carried.

2023 Budget timeline
The Committee reviewed the 2023 budget timeline prepared by Peternell. Information only, no action required.

Adjourn
Umans/D'Alessandro motion to adjourn at 8:26pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org

Phone: 262-245-2700

UNOFFICIAL MINUTES
JOINT WILLIAMS BAY AND FONTANA FINANCE COMMITTEE MEETING
THURSDAY, JUNE 23, 2022 AT 10:00 AM
FONTANA VILLAGE HALL
175 VALLEY VIEW DRIVE, FONTANA, WI 53125

I. Meeting Items

A. Call to Order

Trustee Wright called the meeting to order at 10:00am.

B. Roll Call

Present: Trustees Lowell Wright, Robert Umans, Jim D'Alessandro
Also Present: Administrator Tobin

C. EMS Referendum

1. Financing for EMS

Discussion was had about funding six (6) full-time Firefighter / EMS staff positions plus part-time for each village or funding seven (7) full-time employees. Fontana's Chief Nitch stated that he would like to try six (6) full-time employees per municipality and fill in the rest of the shifts with part-time people. He said, however, with this entire program being new, it is unknown if this concept will work. There was discussion and a consensus among the officials that it would be best to ask for "up to seven (7) full-time equivalents" staff for each municipality in the event the part-time staff concept does not work.

The motion to Recommend Village Board Approval for the Village of Williams Bay to finance up to seven (7) full-time Firefighter / EMS employees through the referendum process was initiated by Lowell Wright and seconded by Robert Umans. Unanimously carried.

The motion to Recommend Village Board Approval for the Village of Williams Bay to finance the seven (7) full-time positions forecasting out five (5) years with a projected 5% increase in cost each year for a total cost of $928,077.22 annually was initiated by Lowell Wright and seconded by Robert Umans. Unanimously carried.

2. Language for Question on the Ballot

Discussion took place regarding language that should be displayed for the question on the ballot. Fontana provided a copy of the resolution and ballot language from their last referendum in 2017. Both entities will work with their own attorneys and the Department of Revenue to ensure proper language. Both entities agreed that they would like the ballot questions to mirror each other as much as possible. Both entities agreed that they would like to have the resolution ready for their respective board meetings on August 1, 2022, if possible.

3. Marketing Strategy

Discussion took place regarding the marketing strategy that should be used to help educate the public about the need for the referendum. The consensus between both villages is that they need to work together and collaborate on the referendum initiative.

D. Adjournment

The motion to adjourn was initiated by Lowell Wright and seconded by Robert Umans at 10:58am. Unanimously carried.

/s/ Jackie Pankau-Daniels, Village Clerk

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

VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org

Phone: 262-245-2700

UNOFFICIAL MINUTES
FINANCE AND PERSONNEL COMMITTEE 07/05/22 MEETING
TUESDAY, JULY 5, 2022 AT 6:15 PM
VILLAGE HALL COUNCIL ROOM

I. Call to Order

Trustee Wright called the meeting to order at 6:16pm.

II. Roll Call

Present: Lowell Wright, Jim D'Alessandro, Robert Umans
Also Present: President Duncan, Trustee Stanek, Administrator Tobin, Clerk Pankau-Daniels and Police Chief Timm

III. Police Officer Referendum

Administrator Tobin reported that Village Attorney Schroeder reported that the Village cannot have two separate referendum questions that would affect the Tax Levy, therefore one question needs to be chosen, or the two could be combined into one.

Trustee Umans stated that the mission was to get the EMS Referendum done, so we should stick to that mission before looking into a Police referendum.

Trustee D'Alessandro stated that it would be hard to know why the question was denied if they were to combine both questions into one and it was voted down.

President Duncan stated that he believes the EMS Referendum is critical and that we could wait until April for the Police one. Trustee Stanek and Trustee Wright agreed.

The motion to Recommend Village Board Approval to proceed with a single referendum in support of working on the EMS question was initiated by Lowell Wright and seconded by Jim D'Alessandro. Unanimously carried.

IV. Update on EMS Referendum

The Committee reviewed the spreadsheet provided by Treasurer Peternell and did not make any changes.

V. Adjourn

The motion to adjourn was initiated by Robert Umans and seconded by Jim D'Alessandro at 6:26pm. Unanimously carried.

/s/ Jackie Pankau-Daniels, Village Clerk

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

Scherrer CONSTRUCTION CO., INC.

PCCO #001

Scherrer Construction Co., Inc.
601 Blackhawk Drive PO Box 740
Burlington, Wisconsin 53105
Phone: (262) 539-3100
Fax: (262) 539-3101

Project: 92-587 - Lakefront Bathroom Remodel
15 E Geneva St
Williams Bay, Wisconsin 53191

Prime Contract Change Order #001: Owner Change Order #001

TO:	**Village of Williams Bay** 250 Williams Street Williams Bay, Wisconsin 53191	**FROM:**	**Scherrer Construction Co., Inc.** 601 Blackhawk Drive, P.O. Box 740 Burlington, Wisconsin 53105
DATE CREATED:	7/11/2022	**CREATED BY:**	Amanda Brock **(Scherrer Construction Co., Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:	Joe Ehlen **(Scherrer Construction Co., Inc.)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	92-587:Williams Bay Lakefront Bathroom Remodel	**TOTAL AMOUNT:**	$15,433.00
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	Bid Adjustment		$15,433.00
		Total:	$15,433.00

The original (Contract Sum)	$46,543.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$46,543.00
The contract sum would be changed by this Change Order in the amount of	$15,433.00
The new contract sum including this Change Order will be	$61,976.00
The contract time will not be changed by this Change Order.	

Village of Williams Bay
250 Williams Street
Williams Bay, Wisconsin 53191

Scherrer Construction Co., Inc.
601 Blackhawk Drive, P.O. Box 740
Burlington, Wisconsin 53105

SIGNATURE DATE

SIGNATURE DATE

07/11/22
SIGNATURE DATE

Construction Services Agreement ("Agreement") Date: July 5, 2022

1. Contractor: Scherrer Construction Co., Inc. 601 Blackhawk Drive, Burlington, WI 53105 and

Owner: Village of Williams Bay, 250 Williams St., P.O. Box 580, Williams Bay, WI 53191

for good and valuable consideration, agree that Contractor shall furnish the services, material, labor, equipment, tools, and supervision necessary to construct, install and perform at the Project Location for and on behalf of the Owner, the following scope of work (described as the "Work"):

In accordance with the terms of the Invitation to Bid, WB-2022-01, Lakefront Bathroom Remodel and the related Technical Specifications dated April 29, 2022, and which are incorporated herein by reference (the "Project"). Any inconsistency or conflict between the Invitation to Bid and Technical Specifications and this Agreement, the Invitation to Bid and Technical Specifications shall apply.

Project Location: 15 E. Geneva St., Williams Bay

2. Start Date: September 6, 2022

Completion Date: November 30, 2022

3. The Work shall be performed by Contractor for the stipulated sum of $46,543.00 ("Contract Price") and paid by Owner as follows:

(a) Upon notice by Contractor that the Work has been completed, Contractor shall submit its single invoice for the Work. Owner shall inspect the Work promptly and identify any punch list items for Contractor to correct.

(b) Following prompt completion of the punch list items, Owner shall remit payment in full to Contractor within ten (10) days and upon receipt of payment, Contractor shall furnish Owner with any and all final lien waivers for the Work performed.

(c) Interest shall be due and payable by Owner on late and failed payment(s) at the rate of eighteen percent (18%) per annum from the date payment was due until paid.

4. Any changes in the scope of the Work (including contract time or Contract Price) shall be evidenced by a change order signed by the parties.

5. (a) Contractor represents and warrants that it shall carry its normal and customary insurance coverages and limits for the type of Work performed and as required by the Invitation to Bid, including workers compensation insurance as required by state law to protect it from bodily injury or property damage claims arising out of its operations under this Agreement, whether the operations are by Contractor, Contractor's consultants or subcontractors, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Owner shall be included as an additional insured under Contractor's commercial general liability policy. Contractor shall provide Owner with a certificate of insurance and all required endorsements prior to commencement of the Work or as Owner may request.

(b) Owner shall carry its normal and customary general liability insurance. Unless otherwise agreed, Owner shall secure and maintain property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the subject property including the value of the Work to its full insurable value (replacement cost basis). This insurance shall include the interests of the Owner as "first named insured" and Contractor, subcontractors and sub-subcontractors in the Project as "named insureds." Upon request, Owner shall provide Contractor with a certificate of insurance reflecting coverage set forth above.

(c) Owner and Contractor waive all rights against each other and any of their subcontractors, suppliers, agents, and employees, and each of the other, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance. The policies shall provide such waivers of subrogation by endorsement or otherwise.

6. Contractor warrants that the Work shall be in accordance with the terms of the Agreement and free from material structural defects and performed using the standard of care and skill ordinarily applied under construction industry standards for work performed under similar conditions at the time and location of the Project and shall return and repair any Work not in accordance herewith for a period of one (1) year from the date of completion of the Work. All product warranties, if any, are deemed assigned from Contractor to Owner to the extent allowed.

7. (a) If the performance of the Work is delayed by the act, neglect or default of Owner or Owner's agent, or any other reason or reasons beyond Contractor's reasonable control, including without limitation damage caused by smoke, fire or other casualty, strikes, shortage of materials or labor, transportation delays, Contractor's inability to obtain materials and/or supplies after exercising commercially reason efforts as applied in the construction industry due to (or reasonably arising out of) tariffs or similar restrictions, weather conditions, or change orders, unusual delay in deliveries, the unavailability of goods or materials or the disruption of supply chains (including long lead times for goods or materials), including, but not limited to, those resulting from the Coronavirus COVID-19 or other infectious disease, epidemic and pandemic (collectively referred to as a "Disease"), a local, state or federal government or agency order related to a Disease (including those associated with public health and safety), the inability of Contractor or a subcontractor (or sub-subcontractor) to supply sufficient labor as a direct or indirect result of a Disease (all of the above being an "Excusable Delay"), then the completion date shall be extended for a period reasonably equivalent to the time lost by reason of such delay.

(b) Within a reasonable time following the date Contractor knows, or with reasonable diligence should know of an Excusable Delay, Contractor shall notify Owner of the extension of time resulting from such delay. The extension of time shall be based upon Owner's and Contractor's reasonable determination of the delay period. Any time extension to the completion date shall be documented in a change order.

(c) Costs incurred by Contractor in its reasonable determination associated with corrections, mistakes or defects of any kind, or resulting from delays set out in Section 7(a) above impacting Contractor's performance of the Work or the time to complete the Work, or where the scope of the Work under the Contract requires clarification or correction, shall be borne by the Owner, except to the extent such clarification, correction, mistake or defect was caused by the negligent act or omission of the Contractor.

8. (a) Owner and Contractor shall communicate with each other as to any day-to-day inquires and matters relating to performance of the Work as follows: the Contractor's representative is Joe Ehlen (joeehlen@scherrerconstruction.com), and Owner's representative is Becky Tobin (admin@williamsbay.org). All formal notices are to be in writing and (a) delivered personally to the attention of the party executing this Agreement at the address listed on the first page hereof; or (b) mailed by certified mail, postage prepaid, to the attention of the party executing this Agreement at the address listed on the first page hereof. All notices shall be deemed served upon delivery or two (2) days following deposit of the notice in the U.S. mail.

(b) Any dispute involving this Agreement shall be resolved by litigation in a court of competent jurisdiction in the county where the Work is performed. Contractor and Owner waive claims against each other for any and all indirect or consequential damages of any kind arising from an alleged breach or nonperformance under this Agreement.

(c) The performance and interpretation of this Agreement shall be governed in accordance with the laws of the State of Wisconsin. It shall not be construed against the drafter.

(d) <u>AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMAINT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.</u>

Owner	**Contractor**
Village of Williams Bay	Scherrer Construction Co., Inc.
By: ______________________	By: ______________________
~~Becky Tobin, Village Administrator~~	Joe Ehlen, Director of Operations
(print name and title)	(print name and title)
William B. Duncan, Village President	

Quarles & Brady LLP

411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

July 12, 2022

VIA EMAIL

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

Scope of Engagement Re: Proposed Issuance of $12,135,000 Village of Williams Bay (the "Village") Note Anticipation Note (the "Securities")

Dear Becky:

We are pleased to be working with you again as the Village's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the Village's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the Village or any other party to the transaction. We assume that the parties to the transaction will

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retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

1) the Village has authority to issue the Securities for the purpose in question and has followed proper procedures in doing so;

2) the Securities are valid and binding obligations of the Village according to their terms; and

3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the Village's continuing disclosure commitment, ongoing advice to the Village or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the Village regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the Village's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the Village consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the Village has no objection to our representation of other clients who have dealings with the Village, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the Village's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the Village's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the Village consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the Village, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be $14,715. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid at the time the Village issues long-term obligations to refund the Securities.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the Village or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the Village terminates our services, the Village is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the Village if, among other things, the Village fails to honor the terms of this engagement letter – including the Village's failing to pay our bills, the Village's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the Village (or its representative) our final bill for services rendered. If the Village requests, we will promptly return the Village's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the Village. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

Village Responsibilities

We will provide legal counsel and assistance to the Village in accordance with this letter and will rely upon information and guidance the Village and its personnel provide to us. We will keep the Village reasonably informed of progress and developments, and respond to the Village's inquiries. To enable us to provide the services set forth in this letter, the Village will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The Village agrees to pay our bills for services and expenses in accordance with this engagement letter. The Village will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least $10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the Village in this regard.

Very truly yours,

QUARLES & BRADY LLP

Brian Lanser/TAB

Brian G. Lanser

BGL:DRG:TAB
#960124.00012
cc: Ms. Lori Peternell (via email)
Ms. Jackie Pankau-Daniels (via email)
Mr. Kevin Mullen (via email)
Ms. Emily Timmerman (via email)
Mr. Tim Wiencek (via email)
Ms. Alison Thoms (via email)
Ms. Katherine Voss (via email)
Mr. David Groose (via email)
Ms. Tracy Berrones (via email)

Accepted and Approved:

VILLAGE OF WILLIAMS BAY

By: ____________________

Its: ____________________
Title

Date: ____________________

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RESOLUTION NO. R-24-22

RESOLUTION AUTHORIZING THE ISSUANCE OF
$12,135,000 GENERAL OBLIGATION PROMISSORY NOTES
AND THE ISSUANCE AND SALE OF A $12,135,000 NOTE
ANTICIPATION NOTE IN ANTICIPATION THEREOF

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Williams Bay, Walworth County, Wisconsin (the "Village") to raise funds for public purposes, including paying the cost of sewer projects, water projects and other projects included in the Village's capital improvement plan (collectively, the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance of general obligation promissory notes and covenant to issue such general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, villages are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance and sale of a note anticipation note pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Note" or "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to sell the Notes in the principal amount of $12,135,000 to _________________ (the "Purchaser"), pursuant to the terms and conditions of the Term Sheet attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Issuance of Securities. The Village hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire the Note. There is hereby levied on all the taxable property in the Village a direct, annual, irrepealable tax sufficient to pay the interest on said Securities as it becomes due, and also to pay and discharge the principal thereof.

Section 2. Authorization and Sale of the Notes. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of TWELVE MILLION ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS ($12,135,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. To evidence the obligation of the Village, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the Note in the principal amount of TWELVE MILLION ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS ($12,135,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 3. Terms of the Notes. The Notes shall be designated a "Note Anticipation Note"; shall be issued in the principal amount of $12,135,000; shall be dated August 8, 2022; shall be in the denomination of $100,000 or any integral multiple of $1,000 in excess thereof; shall be numbered R-1; and shall bear interest at the rate of _____% per annum and mature on August 8, 2023 as set forth on the schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule"). Interest shall be payable at maturity. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes are subject to redemption prior to maturity, at the option of the Village, on November 8, 2022 or on any date thereafter. Said Notes are redeemable as a whole or in part, in integral multiples of $1,000 at a price of par plus accrued interest to the date of redemption. In the event that only a portion of the Note is redeemed, the remaining outstanding principal amount of the Note must be at least $100,000, unless or until redeemed or paid in full.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the Village and do not constitute an indebtedness of the Village nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the Village as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the Village Clerk and expended solely for the payment of the principal of and interest on the Notes until paid. The Village hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the Village will pay such deficiency out of its annual general tax levy or other available funds of the Village; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the Village to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Note, dated August 8, 2022" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the Village for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the Village issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the Village Board for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 8. Covenants of the Village. The Village hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the Village Board may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the $12,135,000 authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

<u>Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund</u>. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

<u>Section 10. No Arbitrage</u>. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

<u>Section 11. Compliance with Federal Tax Laws</u>. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate

certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 12. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 13. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the Village Clerk or the Village Treasurer (the "Fiscal Agent").

Section 14. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 15. Record Date. The fifteenth calendar day preceding the payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 16. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded July 18, 2022.

____
William Duncan
President

ATTEST:

____
Jackie Pankau-Daniels
Village Clerk

(SEAL)

EXHIBIT A

Proposal

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Debt Service Schedule

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

QB\74772447.1

EXHIBIT C

(Form of Note)

UNITED STATES OF AMERICA

NUMBER	STATE OF WISCONSIN	DOLLARS
	WALWORTH COUNTY	
	VILLAGE OF WILLIAMS BAY	
R-1	NOTE ANTICIPATION NOTE	$_______

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
August 8, 2023	August 8, 2022	______%	**[_____]**

REGISTERED OWNER: ______________________________

PRINCIPAL AMOUNT: ______________________________ DOLLARS ($___)

FOR VALUE RECEIVED, the Village of Williams Bay, Walworth County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable at maturity.

This Note is payable as to principal and interest upon presentation and surrender hereof at the office of the Village Clerk or Village Treasurer.

This Note is issued by the Village pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying the cost of sewer projects, water projects and other projects included in the Village's capital improvement plan (the "Project"), as authorized by a resolution adopted on July 18, 2022. Said resolution is recorded in the official minutes of the Village Board for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund and to be held by the Village Clerk and expended solely for the payment of the principal of and interest on the Notes until paid.

The Village has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to said resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE VILLAGE AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A**

CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE VILLAGE AS A RESULT OF THE ISSUANCE OF THE NOTES.

This Note is subject to redemption prior to maturity, at the option of the Village, on November 8, 2022 or on any date thereafter. Said Note is redeemable as a whole or in part, in integral multiples of $1,000 at a price of par plus accrued interest to the date of redemption. In the event that only a portion of the Note is redeemed, the remaining outstanding principal amount of the Note must be at least $100,000, unless or until redeemed or paid in full.

Before the redemption of the Note, unless waived by the registered owner, the Village shall give notice of such redemption by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of the Note at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The portion of the Note to be redeemed shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption, the portion of the Note to be redeemed shall no longer be deemed to be outstanding.

The Note is issued in registered form in the denomination of $100,000 or any integral multiple of $1,000 in excess thereof. This Note may be exchanged at the office of the Village Clerk or Village Treasurer for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The Village may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the Village shall not be affected by notice to the contrary.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The Village has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Williams Bay, Walworth County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF WILLIAMS BAY
WALWORTH COUNTY, WISCONSIN

By: ______________________________
William Duncan
President

(SEAL)

By: ______________________________
Jackie Pankau-Daniels
Village Clerk

ASSIGNMENT

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

____
(Name and Address of Assignee)

____
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints __________________________, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____________________

Signature Guaranteed:

____
(e.g. Bank, Trust Company or Securities Firm)

____
(Registered Owner)

____
(Authorized Officer)

NOTICE: This signature must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Section 67.09, Wisconsin Statutes provides that the Village Clerk of the Village when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the Village Clerk of the Village should be notified and a copy of this Assignment should be sent to the Village Clerk of the Village for his or her records.

RESOLUTION NO. R-25-22

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED $12,135,000 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the Village of Williams Bay, Walworth County, Wisconsin (the "Village") is issuing its Note Anticipation Note, expected to be dated August 8, 2022 (the "Refunded Obligations") to provide interim financing for public purposes, including paying the cost of sewer projects, water projects and other projects included in the Village's capital improvement plan (the "Project");

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to refund the Refunded Obligations (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding") for the purpose of providing permanent financing for the Project;

WHEREAS, the Village is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance of and to sell the general obligation refunding bonds (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a bond purchase proposal to the Village (the "Proposal") offering to purchase the Bonds in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Bonds to the Purchaser in a timely manner, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village to delegate to the President and Village Administrator (the "Authorized Officers") of the Village the authority to accept the Proposal on behalf of the Village so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying costs of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of not to exceed TWELVE MILLION ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS ($12,135,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 15 of this Resolution, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, Bonds aggregating the principal amount of not to exceed TWELVE MILLION ONE

HUNDRED THIRTY-FIVE THOUSAND DOLLARS ($12,135,000). The purchase price to be paid to the Village for the Bonds shall not be less than 98.00% of the initial public offering price of the Bonds and the difference between the initial public offering price of the Bonds and the purchase price to be paid to the Village by the Purchaser shall not exceed 2.00% of the initial public offering price of the Bonds, with an amount not to exceed 1.00% of the initial public offering price of the Bonds representing the Purchaser's compensation and an amount not to exceed 1.00% of the initial public offering price of the Bonds representing costs of issuance, including bond insurance premium, payable by the Purchaser or the Village.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of up to $12,135,000; shall be dated as of their date of issuance; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to $600,000 per maturity or mandatory redemption amount; that a maturity or mandatory redemption payment may be eliminated if the amount of such maturity or mandatory redemption payment set forth in the schedule below is less than or equal to $600,000; and that the aggregate principal amount of the Bonds shall not exceed $12,135,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of $11,910,000.

Date	Principal Amount
April 1, 2023	$370,000
April 1, 2024	400,000
April 1, 2025	425,000
April 1, 2026	320,000
April 1, 2027	340,000
April 1, 2028	525,000
April 1, 2029	545,000
April 1, 2030	570,000
April 1, 2031	625,000
April 1, 2032	700,000
April 1, 2033	560,000
April 1, 2034	595,000
April 1, 2035	625,000
April 1, 2036	655,000
April 1, 2037	690,000
April 1, 2038	720,000
April 1, 2039	755,000
April 1, 2040	790,000
April 1, 2041	830,000
April 1, 2042	870,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) will not exceed 5.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the Village shall direct.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2022 through 2041 for the payments due in the years 2023 through 2042 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds - 2022" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 12. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 15. Conditions on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to satisfaction of the approval by the Authorized Officers of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, and the redemption date for the Refunded Obligations, which approval shall be evidenced by execution by the Authorized Officers of the Approving Certificate.

The Bonds shall not be issued, sold or delivered until these conditions are satisfied. Upon satisfaction of these conditions, the Authorized Officers are authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 16. Official Statement. The Village Board hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on such date specified by the Authorized Officers in the Approving Certificate that is not more than 90 days after the date of issuance of the Bonds, at a price of par plus accrued interest to the date of redemption subject to final approval by the Authorized Officers as evidenced by the execution of the Approving Certificate.

The Village hereby directs the Village Clerk to take all actions necessary for the redemption of the Refunded Obligations on their redemption date. Any and all actions heretofore taken by the officers and agents of the Village to effectuate such redemption are hereby ratified and approved.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded July 18, 2022.

____
William Duncan
President

ATTEST:

____
Jackie Pankau-Daniels
Village Clerk

(SEAL)

QB\74774455.1

EXHIBIT A

Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned President and Village Administrator of the Village of Williams Bay, Walworth County, Wisconsin (the "Village"), hereby certify that:

1. Resolution. On July 18, 2022, the Village Board of the Village adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed $12,135,000 General Obligation Refunding Bonds of the Village (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to us the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Proposal; Terms of the Bonds. On the date hereof, the Purchaser offered to purchase the Bonds in accordance with the terms set forth in the Bond Purchase Agreement between the Village and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of $__________, which is not more than the $12,135,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Bonds is not more than $600,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

Date	Resolution Schedule	Actual Amount
April 1, 2023	$370,000	$____________
April 1, 2024	400,000	____________
April 1, 2025	425,000	____________
April 1, 2026	320,000	____________
April 1, 2027	340,000	____________
April 1, 2028	525,000	____________
April 1, 2029	545,000	____________
April 1, 2030	570,000	____________
April 1, 2031	625,000	____________
April 1, 2032	700,000	____________
April 1, 2033	560,000	____________
April 1, 2034	595,000	____________
April 1, 2035	625,000	____________
April 1, 2036	655,000	____________

Date	Resolution Schedule	Actual Amount
April 1, 2037	$690,000	$___________
April 1, 2038	720,000	___________
April 1, 2039	755,000	___________
April 1, 2040	790,000	___________
April 1, 2041	830,000	___________
April 1, 2042	870,000	___________

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _________%, which is not in excess of 5.00%, as required by the Resolution.

4. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of $_________, plus accrued interest, if any, to the date of delivery of the Bonds which is not less than 98.00% of the initial public offering price of the Bonds as required by the Resolution.

The difference between the initial public offering price of the Bonds ($_________) and the purchase price to be paid to the Village by the Purchaser ($_________) is $_________, or _________% of the initial public offering price of the Bonds, which does not exceed 2.00% of the initial public offering price of the Bonds. The portion of such amount representing Purchaser's compensation is $_________, or not more than 1.00% of the initial public offering price of the Bonds. The amount representing other costs of issuance is $_________, which does not exceed 1.00% of the initial public offering price of the Bonds.

5. Redemption Provisions of the Bonds. The Bonds maturing on April 1, ______ and thereafter are subject to redemption prior to maturity, at the option of the Village, on April 1, ______ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that [some of] the Bonds are subject to mandatory redemption. The terms of such mandatory redemption shall be set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Schedule MRP for such Bonds in such manner as the Village shall direct.]

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same respectively falls due, the full faith, credit and taxing powers of the Village have been irrevocably pledged and there has been levied on all of the taxable property in the Village, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

7. Redemption of the Refunded Obligations. In the Resolution, the Village Board authorized the redemption of the Refunded Obligations and granted us the authority to determine the redemption date, provided that such date is within 90 days of the issuance of the Bonds. The Refunded Obligations shall be redeemed on __________, 2022.

8. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Bonds and the direct annual irrepealable tax levy to repay the Bonds, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, we have executed this Certificate on ______________________, 2022 pursuant to the authority delegated to us in the Resolution.

____
William Duncan
President

____
Becky Tobin
Village Administrator

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

[SCHEDULE MRP

Mandatory Redemption Provision

The Bonds due on April 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)]

EXHIBIT B

(Form of Bond)

	UNITED STATES OF AMERICA	
REGISTERED	STATE OF WISCONSIN	DOLLARS
	WALWORTH COUNTY	
NO. R-___	VILLAGE OF WILLIAMS BAY	$_______
	GENERAL OBLIGATION REFUNDING BOND	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	____________________, 2022	____%	______

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: ______________________ THOUSAND DOLLARS
($__________)

FOR VALUE RECEIVED, the Village of Williams Bay, Walworth County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $12,135,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the Village, as authorized by a resolution adopted on July 18, 2022 as supplemented by an Approving Certificate (the "Approving Certificate") (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Village Board for said date.

The Bonds maturing on April 1, ________ and thereafter are subject to redemption prior to maturity, at the option of the Village, on April 1, ________ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years ________ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Williams Bay, Walworth County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF WILLIAMS BAY
WALWORTH COUNTY, WISCONSIN

By: ______________________________
William Duncan
President

(SEAL)

By: ______________________________
Jackie Pankau-Daniels
Village Clerk

Date of Authentication: _______________, ______

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of the Village of Williams Bay, Walworth County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By____________________________
Authorized Signatory

ASSIGNMENT

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

____

(Name and Address of Assignee)

____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints ___________________________________, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________

Signature Guaranteed:

____

(e.g. Bank, Trust Company or Securities Firm)

____

(Depository or Nominee Name)

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

____

(Authorized Officer)

Village of Williams Bay INVESTMENTS AS OF : 6/30/2022

Fund #	Where	Dated	Maturity	Rate	#	Amount	Term	Interest Due	Maturity Value
General									
	Cetera (1st National)	6/16/2022	6/15/2023	2.85%	2MR16029	$1,000,981.62	364	$28,449.82	$1,029,431.44
				General Fund Total		**$1,000,981.62**		**$28,449.82**	**$1,029,431.44**
W/S									
	Cetera (1st National)	6/16/2022	6/15/2023	2.85%	2MR16029	$1,198,977.99	364	$34,077.25	$1,233,055.24
				Water/Sewer Total		**$1,198,977.99**		**$34,077.25**	**$1,233,055.24**
				Grand Total		**$2,199,959.61**		**$62,527.07**	**$2,262,486.68**

Village of Williams Bay
Performance Appraisal Report
for the
Village Administrator

Date:__________________

Individual Goals from this Review Period Section Weight- 50%

Title of Goal #1 ____Due Date:____________

Outcome:____

____

____

Weight:

Rating:

Title of Goal #2____Due Date:_____________

Outcome:____

____

____

Weight:

Rating:

Title of Goal #3____Due Date:_____________

Outcome:____

____

____

Weight:

Rating:

Title of Goal #4____Due Date:_____________

Outcome:____

____

____

Weight:

Rating:

Title of Goal #5____Due Date:_____________

Outcome:____

____

____

Weight:

Rating:

Performance Standards **Section Weight- 25%**

Strategic Planning & Implementation- Understands Village and departmental goals and required course of action. Appropriately allocates resources to pursue goals. Develops action plans to support strategic objectives. Works successfully with departmental supervisory staff and public officials to build and promote a commitment to strategic efforts. Works through own strategic plan and follows up to make sure progress is being made departmentally.

Comments:____

____

____

____

Weight: 15%

Rating:

Financial Management- Works closely with others to develop and manage an accurate and timely budget to achieve departmental and Village financial needs. Investigates new processes, products, equipment, or services to reduce expenses or increase revenue. Monitors departmental budget on a consistent basis to respond timely to issues as they arise. Understands financial implications of decisions.

Comments:____

____

____

____

Weight: 15%

Rating:

Human Resources Management- Promotes Human Resources policies and practices, helping others to understand and apply them. Actions and words strongly demonstrate support of the organization's policies and work rules. Ensures that the appropriate people are included in the decision-making process. Department is adequately staffed. Exercise excellent judgement in workforce planning, disciplinary actions, and other employee related issues.

Comments:____

____

____

Weight: 15%

Rating

Technical Competence: Skilled in utilizing the available technology, computer systems, software, databases, and other tools to provide effective departmental services and follow up. Works to be aware of emerging technological innovations and their potential organizational applications. Understands and interprets technical information including rules, regulations, instructions, reports, charts, graphs, or tables and can apply information to specific situations.

Comments:____

____

____

____

Weight: 15%

Rating:

Supervisory Responsibilities- Leads by example. Provides clear direction. Builds and maintains teamwork. Empowers staff members. Helps supervisors deal with problematic situations. Monitors ongoing departmental outcomes. Provides timely performance feedback that helps members of department know how they are doing and encourages improvement.

Comments:____

____

____

____

Weight: 25%

Rating:

Compliance- Demonstrates commitment to Village's compliance with all appropriate standards, statutes, regulations and ordinances by having a full understanding of requirements, supplemented by Counsel input as needed, and taking all steps, personally, in direction to staff and in input to the Village Board to assure the Village is in compliance.

Comments:____

____

____

____

Weight: 15%

Rating:

Core Competencies **Section Weight- 25%**

Job Knowledge- Demonstrates sufficient job knowledge and related skills to perform job requirements satisfactorily. Invests time in learning new techniques, approaches, and skills to perform tasks that manage responsibility well.

Comments:____

____

____

____

Weight: 20%

Rating:

Leadership- Making a sustained difference through working effectively with others at every level of an organization, focusing action on the important, leading by example, communication productively even during difficult situations and managing resources, while providing direction and feedback.

Comments:____

____

____

____

Weight: 20%

Rating:

Communication/Conflict Resolution- Communicates clearly, persuasively, and professionally. Insures that key issues are addressed in the appropriate method and that important information is provided quickly and effectively. Demonstrates ability to create and deliver formal and informal verbal and written communication free of punctuation, spelling, grammatical or other errors without intimidation or negative escalation.

Comments:____

____

____

____

Weight: 20%

Rating:

Problem Solving- Identifies problems in a timely manner. Uses appropriate problem-solving techniques and tools to assess and resolve problems.

Comments:____

____

____

Weight: 10%

Rating:

Relationship/Rapport/People Skills- Develops positive relationships with coworkers, customers, or the public by making others feel their concerns and contributions are welcome. Role models ethical and respectful behavior. Demonstrates a high level of sensitivity, helpfulness, and appropriate confidentiality when addressing conflicting expectations.

Comments:____

____

____

Weight: 10%

Rating:

Concern for Effectiveness- Develops and implements a consistent set of best practices. Understands the level of accuracy, thoroughness, attention, and action required to perform roles effectively.

Comments:____

____

____

Weight: 5%

Rating:

Self-Development- Proactively identifies approaches to improve own performance and seeks knowledge and skill building activities as well as feedback to support development and career goals. Participates in training and development opportunities, welcomes new learning and the challenge of unfamiliar tasks.

Comments:____

____

____

Weight: 5%

Rating:

Tolerance for Stress, Ambiguity, and Change- Demonstrates flexibility in applying different approaches to changing work demands. Maintains composure and control. Maintains an even temperament exercising restraint and not overreacting in emotionally-charged situations.

Comments:____

____

____

____

Weight: 10%

Rating:

Overall Performance Rating____ %____

Enter Comments Regarding Overall Rating:

____

____

____

____

____

____

*I have reviewed this document and discussed the contents with the Village President and the Finance and Personnel Committee Chair.

Village Administrator Signature/Date:____

Comments from Village Administrator:____

____

____

Village President Signature/Date:____

Finance and Personnel Chair Signature/Date:____

Ratings:

4.0 – 5.0: Above Average, High Level Performance

3.0 – 3.99 Average

0 – 2.99 Below Average, Corrective Action Indicated

memo

To: Bill Duncan, Village President

From: Lowell Wright, Chair, Finance and Personnel

CC: Becky Tobin, Village Administrator

Date: 6/16/2022

Re: Performance Review for Village Administrator

I've done a bit of research on procedures and forms, largely with Dave Bretl and my experience. At the outset, it's important that we establish and regularly follow a process for setting expectations for Becky's performance and evaluating her success.

The process Dave outlined, and the one followed by Walworth County for it's CEO is as follows:

1. The Executive proposes goals for the coming year. These are agreed to in discussions between the Executive and Governing Body. At the County this was their Executive Committee. For us, it could be the entire Village Board, perhaps with an interim discussion between the Administrator and Village President.
2. Mid-year, there would be an interim review, where the Executive would present written and verbal updates on progress toward the goals, with discussion, feedback and possible changes to the goals.
3. At year-end, in closed session, the Executive would present a written report on goal attainment and answer any questions from the Executive Committee (our Board). The Executive Committee then would discuss. The Chair would meet with the Executive to present the review.
4. Process starts over with goals for the next 12 months

In the case of the County, 100% of the Executive's review was based on goal attainment.

The County also has an appraisal report used for all Department Heads. I will attach a copy. I think it has some value for our use in evaluating Becky's performance. In addition to goal attainment, it provides a format for evaluating Performance Standards and Core Competencies. In my experience, it's helpful to provide feedback and support in these aspects. They are more focused on "how" the person gets their job done.

Proposal

1. Ongoing: We largely follow the County process of goal setting and agreement, interim evaluation and annual review with Board discussion and review presentation. I suggest we base 50% of the evaluation on Goal Attainment, 25% on Performance Standards and 25% on Core Competencies. I would suggest modifying the Performance Standards section to replace the measure for Safety/Risk Management with a category for Compliance where we would evaluate the Administrator on their attention to compliance matters.

   We'd need to establish a starting point for this process. Calendar year is attractive because we're through the budget process which, to some degree, sets goals for the coming year. We're already past Becky's anniversary, but not by too much. By the time we got the process agreed to by the Board, we're probably looking at September.

2. Interim: We owe Becky feedback on her performance to date. I suggest the following:
   a. Becky prepares a list of accomplishments in her first year.
   b. She presents that to the Board at a meeting in July or so
   c. Bill drafts review for Performance Standards and Core Competencies
   d. Board meets to hear Becky's review of accomplishments and then meets in closed session to discuss review of accomplishments and the other review categories, arriving at a consensus review.
   e. Bill meets with Becky to review the review.
   f. Becky suggests goals for coming year (timeframe to be determined), Bill reviews and recommends to Board their adoption for next review period.

My two cents worth. This is important so I suggest we get something nailed down for interim and ongoing in the next month. I've included Becky in this because we want her involvement so that the process is helpful to her.

Can we discuss? At your convenience.

VILLAGE OF WILLIAMS BAY

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

UNOFFICIAL MINUTES
WATER AND SEWER COMMITTEE
WEDNESDAY, JUNE 15, 2022, AT 6:30 PM
VILLAGE HALL COUNCIL ROOM

Call to Order
Meeting was called to order by Chairman Umans at 8:26pm

Roll Call
Trustees Umans Jaramillo and Stanek
Also Present: President Duncan, Trustee D'Alessandro, Vlach and Wright, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards and Engineer Snyder.

Meeting Minutes
Stanek/Jaramillo motion to approve the May 11, 2022 meeting minutes. Umans abstained, motion carried.

Resolution R-17-22 – Resolution to approve the submission of the Annual Compliance Maintenance Report
Umans/Jaramillo motion to recommend Village Board approval of Resolution R-17-22 – Resolution to approve the submission of the Annual Compliance Maintenance Report. Unanimously carried

Sewer Televising Report
Snyder stated that Great Lakes TV Seal televised the gravity sanitary sewer system tributary to LS 4 (Edgewater Park) and LS 5 (Conference Point Camp) between April 19th and April 27th. They issued a 170-page Sewer System Televising Report (Report) on May 5, 2022. There is a 15 to 20 gallon per minute leak in Manhole 114 on the LS 4 gravity system. There is a 2 gallon per minute leak just outside of Manhole 115.2. There is a 3 gallon per minute leak 56 feet upstream of Manhole 122. These leaks are in the public-owned portion of the system and should be fixed immediately. There is a 20 to 30 gallon per minute leak 290 feet downstream of Manhole 154 on the LS 5 gravity system. There is also a 15 to 20 gallon per minute leak 65 feet downstream of Manhole 152. These leaks are in the public-owned portion of the system and should be fixed immediately. There is heavy grease and root intrusion in the joints on the LS 4 gravity line. The grease adheres to the pipe wall as it cools. This line should be planned for cleaning, root cutting, and televising as soon as the budget allows. The Village should require immediate and routine grease trap inspections at Pier 290 and other commercial locations on this line. There are many locations in this line that the camera was unable to travel due to grease. A decision to repair or replace this line should be made following the upcoming cleaning and televising. There is heavy grit and some grease in the LS 5 gravity line just downstream of George Williams College. This should be cleaned and televised as soon as the budget allows. The Village should require immediate and routine grease trap inspections at George Williams College. There are locations in this line that the camera was unable to travel due to the heavy grit; the grit adheres to the grease on the pipe wall.
The sanitary system on Conference Point Camp property is in poor condition. There are several locations with offset joints, infiltration, and root intrusion in the pipe joints. A decision to repair or replace this line should be made following the upcoming cleaning and televising. We expect the immediate leak repairs to cost approximately $60,000. We expect the future cleaning and televising to be $50,000.

Water Meters – Allowing Second Meters
Edwards stated that over the years the Water Utility has received requests to allow a 2nd meter for pools and irrigation systems, however Village Ordinance states that "There shall be only one meter permitted per residential

Water Utility customer. A residential Water Utility customer shall not have the option of being served by more than one meter." It was the consensus not to allow an additional meter for pools or irrigation systems. Edwards stated that ordinance needs to be updated to address multi-family residential customers that have more than one meter. Umans/Stanek motion to recommend Building, Zoning & Ordinance Committee update the ordinance to reflect multi-family residential customers that are served with more than one meter. Unanimously carried.

Adjourn

Umans/Stanek motion to adjourn at 9:00pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

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

From: McFerren, Kara - PSC <kara.mcferren1@wisconsin.gov>
Sent: Wednesday, July 6, 2022 8:32 AM
To: Cynthia Stanek <Assistant@williamsbay.org>
Subject: UTILITY INQUIRY - Cynthia Stanek - PSCW

Hello Cynthia,

Wisconsin Stat. § 196.22 obligates a utility to charge no more or less than the service used, and Wis. Stat. § 196.635 obligates a utility to bill for all service used within the last 2 years. Additionally, Wis. Admin. Code § 185.15 prohibits utilities from providing customers water for free, or at a rate different than those in its rate schedule.

If the utility charged the incorrect rate on the last bill, the utility can add the difference between what was charged and what should have been charged to the next water bill.

The billing adjustment would need to be on the bill and clearly explained to the customer. Typically, there is not enough room on the bill to provide a detailed explanation, so the utility will send a letter clarifying the reason for the adjustment, how the adjustment was determined/calculated (back bill concerns) and the amount of the billing adjustment.

Please let me know if you have further questions.

Kara McFerren
Consumer Analyst
Division of Digital Access, Consumer and Environmental Affairs

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UNOFFICIAL MINUTES
BUILDING, ZONING AND ORDINANACE COMMITTEE
WEDNESDAY, JUNE 15, 2022 AT 6:30 PM
VILLAGE HALL COUNCIL ROOM

Call to Order
Meeting was called to order by Chairman Jaramillo at 6:30pm

Roll Call
Trustees Jaramillo and Wright
Excused: Trustee Vlach
Also Present: President Duncan, Trustee D'Alessandro, Stanek and Umans, Administrator Tobin, Treasurer Peternell, Police Chief Timm, Director of Public Works Edwards, Recreation Director Rowland and Engineer Snyder.

Meeting Minutes
Wright/Jaramillo motion to approve the meeting minutes of May 11, 2022 and May 25, 2022. Unanimously carried.

Building Permit Fees
The Committee reviewed the revised proposed building permit fees provided by SafeBuilt. The revised fees represent an increase of 20% as suggested by the Committee at the April 13th Committee meeting.

Resolution R-20-22 Amending Fee Schedule for building permit fees
Wright/Jaramillo motion to recommend Village Board approval of Resolution R-20-22 Amending Fee Schedule for building permit fees. Unanimously carried.

Resolution R-19-22 Amending Fee Schedule to add double fee for failure to obtain a tree permit
Wright/Jaramillo motion to recommend Village Board approval of Resolution R-19-22 Amending Fee Schedule to add double fee for failure to obtain a tree permit. Unanimously carried

Meeting Start Times
Discussion was held regarding the meeting start times; currently Village ordinance requires that the Village Board meetings start at 7:00p.m. The Committee reviewed comparisons of (6) neighboring communities that have meeting start times ranging from 5:00pm to 7:00pm. Wright/Jaramillo motion to amend the ordinance to have Village Board meetings start at 6:30pm. Unanimously carried.

Adjourn
Jaramillo/Wright motion to adjourn at 6:48pm. Unanimously carried.

/s/ Lori Peternell, Village Treasurer

These are not official minutes until approved by the BZO Committee