

Village of Bayside 9075 N Regent Road Board of Trustees Meeting March 17, 2022 Village Board Room, 6:00pm

### BOARD OF TRUSTEES AGENDA

- I. CALL TO ORDER AND ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. CITIZENS AND DELEGATIONS

Open to any citizen who wishes to speak on items not on the agenda. Please note there may be limited discussion on the information received, however, no action will be taken. Please state your name and address for the record.

- A. Proclamation Recognizing Keindel "Koko" Walny for her teams 4<sup>th</sup> place medal at the US Figure Skating Synchronized Skaing National Championships.
- B. Proclamation Recognizing Cassi Hansen as the WIAA All-Around Champion in Girls Gymnastics.

#### IV. CONSENT AGENDA

Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration.

#### A. Approval of:

- 1. Summary of Claims for February 18, 2022 through March 2, 2022 in the amount of \$178,711.48.
- 2. February 2022 Financial Statement.
- 3. February 2022 Community Impact Report.
- 4. Board of Trustees meeting minutes, February 22, 2022.
- 5. Hermitage and Bay Point Lift Station Generator Project Contractor Change Orders.
- 6. Proclamation Recognizing North Shore Health Department for Their Efforts During COVID-19 Pandemic.
- 7. 2021 Tree City USA Growth Award.
- **8.** 2022-2026 Congestion Mitigation & Air Quality (CMAQ) Program grant award in the amount of \$52,400.
- 9. Resolution No.22-\_\_\_\_, Resolution Authorizing the Redemption of the Village's Special Assessment B Bonds, Series 2015A, dated May 7, 2015.
- Resolution No.22-\_\_\_\_, Resolution Appointing Bond Trust Services
   Corporation to serve as Fiscal Agent in Connection with Outstanding Obligations.
  - General Obligation Fire Department Project Refunding Bonds, Series 2012A, dated April 26, 2012 (the "2012A Bonds")
  - **b.** General Obligation Corporate Purpose Bonds, Series 2014A, dated December 10, 2014 (the "2014A Bonds")
  - c. Special Assessment B Bonds, Series 2015A, dated May 7, 2015 (the "2015A Bonds")

- d. General Obligation Promissory Notes, Series 2016A, dated June 29, 2016 (the "2016A Notes")
- e. Taxable General Obligation Refunding Bonds, Series 2021B, dated April 1, 2021 (the "2021B Bonds"

#### V. BUSINESS AGENDA

#### A. COMMITTEE AND COMMISSION REPORTS

#### 1. Public Safety Committee

- a. Proclamation Recognizing April 10-16, 2022 as National Public Safety Telecommunications Week.
- b. Discussion/action on February 2022 Communications Center Report.
- c. Discussion/action on February 2022 Police Department Report.

#### 2. Finance and Administration Committee

- a. Discussion/action on February 2022 Administrative Services Report.
- b. Discussion/action on 2021 Administrative Services Annual Report.
- c. Discussion/action on 2022 Community Events Sponsorship Program.

#### 3. Public Works Committee

- a. Discussion/action on February 2022 Department of Public Works Report.
- b. Discussion/action on 2021 Department of Public Works Annual Report.
- c. Discussion/action on the 2022 Pavement Resurfacing Program bid award.
- d. Discussion/action on the 2022 Sanitary Sewer Rehabilitation Project bid award.
- e. Presentation/recognition of Shane Albers for completing the Cities and Villages Mutual Insurance Company Emerging Leadership Program.

#### 4. Intergovernmental Cooperation Council

#### Board of Zoning Appeals

a. Discussion/action on the request for a special exception by Rebecca and Seth Wahlberg, for the property located at 516 E

Bay Point Rd, contrary to Section 125-90(b)(4) and Section 125-3(f)(2).

- 6. Architectural Review Committee
- 7. Plan Commission
- 8. Library Board
  - a. Discussion/action on February 2022 Library Report.
- 9. North Shore Fire Department
- 10. Community Development Authority
- VI. VILLAGE PRESIDENT'S REPORT
- VII. VILLAGE MANAGER'S REPORT
- VIII. VILLAGE ATTORNEY'S REPORT
- IX. MISCELLANEOUS BUSINESS BY THE TRUSTEES AS MAY PROPERLY BE BROUGHT BEFORE THE BOARD
- X. MOTION TO ADJOUR TO CLOSED SESSION
  - A. Pursuant to Section 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons allow a Closed Session (Cell Tower Lease);
- XI. MOTION TO RECONVENE IN OPEN SESSION Pursuant to Section 19.85 (2)
  - A. Action on items in closed session.
- XII. ADJOURNMENT

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. Contact Village Hall at 414-206-3915. It is possible that members of and possibly a quorum of members of other Boards, Commissions, or Committees of the Village may be in attendance in the above stated meeting to gather information; no action will be taken by any other Boards, Commissions, or Committees of the Village except by the Board, Commission, or Committee noticed above. Agendas and minutes are available on the Village website (www.baysidewi.gov)



Village of Bayside 9075 N Regent Road Board of Trustees Meeting March 17, 2022 Village Board Room, 6:00pm

### BOARD OF TRUSTEES SUPPLEMENTAL AGENDA NOTES

- I. CALL TO ORDER AND ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. CITIZENS AND DELEGATIONS

Open to any citizen who wishes to speak on items not on the agenda. Please note there may be limited discussion on the information received, however, no action will be taken. Please state your name and address for the record.

- A. Proclamation Recognizing Keindel "Koko" Walny for her teams 4<sup>th</sup> place medal at the US Figure Skating Synchronized Skaing National Championships.
- B. Proclamation Recognizing Cassi Hansen as the WIAA All-Around Champion in Girls Gymnastics.

#### IV. CONSENT AGENDA

Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration.

- A. Approval of:
  - 1. Summary of Claims for February 18, 2022 through March 2, 2022 in the amount of \$178,711.48.
  - 2. February 2022 Financial Statement.
  - 3. February 2022 Community Impact Report.

Of significant note, website visits have increased 11% year-to-date. Approval is recommended.

- 4. Board of Trustees meeting minutes, February 22, 2022.
- 5. Hermitage and Bay Point Lift Station Generator Project Contractor Change Orders.

WIL-surge Electric, Inc. has submitted 4 separate change orders for various out of scope work for the Hermitage and Bay Pont Lift Stations. These change orders complete the project. **Approval is recommended.** 

- 6. Proclamation Recognizing North Shore Health Department for Their Efforts During COVID-19 Pandemic.
- 7. 2021 Tree City USA Growth Award.

The Tree City USA Growth Award is presented by the Arbor Day Foundation to participating Tree City USA communities that demonstrate higher levels of tree care and community engagement. The Village has received the designation since 2008. **Approval is recommended.** 

8. 2022-2026 Congestion Mitigation & Air Quality (CMAQ) Program grant award in the amount of \$52,400.

Through the Wisconsin Department of Transportation, the Village has received a grant in the amount of \$52,400. The grant will be used to purchase and install electric vehicle charging stations and purchase an electric bicycle for the Police Department. **Approval is recommended.** 

9. Resolution No.22-\_\_\_\_, Resolution Authorizing the Redemption of the Village's Special Assessment B Bonds, Series 2015A, dated May 7, 2015.

Attached is a resolution authorizing the redemption of special assessment B bonds, series 2015A, dated May 7, 2015. This resolution is in regard to the pre-payment by property owners for the municipal water project in 2015. The resolution requires the Village Board to approve this in order for the bond holders to be repaid based on monies that have been received from property owners for the pre-payments. **Approval is recommended.** 

- 10. Resolution No.22-\_\_\_\_, Resolution Appointing Bond Trust Services
  Corporation to serve as Fiscal Agent in Connection with Outstanding
  Obligations.
  - a. General Obligation Fire Department Project Refunding Bonds, Series 2012A, dated April 26, 2012 (the "2012A Bonds")
  - b. General Obligation Corporate Purpose Bonds, Series 2014A, dated December 10, 2014 (the "2014A Bonds")
  - c. Special Assessment B Bonds, Series 2015A, dated May 7, 2015 (the "2015A Bonds")
  - d. General Obligation Promissory Notes, Series 2016A, dated June 29, 2016 (the "2016A Notes")
  - e. Taxable General Obligation Refunding Bonds, Series 2021B, dated April 1, 2021 (the "2021B Bonds"

Attached is a resolution that appoints Bond Trust Services Corporation to assist with the oversight, administration, and compliance of the above outstanding debt obligations for the Village. **Approval is recommended.** 

#### V. BUSINESS AGENDA

#### A. COMMITTEE AND COMMISSION REPORTS

- 1. Public Safety Committee
  - Proclamation Recognizing April 10-16, 2022 as National Public Safety Telecommunications Week.

The Village would like to recognize and show their appreciation for the employees of the Bayside Communications Center. **Approval is recommended.** 

b. Discussion/action on February 2022 Communications Center Report.

Included in the packet is the February 2022 Communications Center Report. Of significant note, dispatch time has decreased 8% year-to-date. **Approval is recommended.** 

C. Discussion/action on February 2022 Police Department Report.

Included in the packet is the February 2022 Police Department Report. Of significant note, high visibility patrols continued as afternoon and midnight shifts continue to look for open garage doors during hours of darkness. In February, there were garage burglaries in Shorewood, Mequon, and Bayside. **Approval is recommended.** 

#### 2. Finance and Administration Committee

Discussion/action on February 2022 Administrative Services Report.

Included in the packet is the February 2022 Administrative Services Report. Of significant note, the transition of funds from BMO to Schwab for new investment services with Dana Investments was completed. **Approval is recommended.** 

b. Discussion/action on 2021 Administrative Services Annual Report.

Included in the packet is the 2021 Administrative Services Annual Report. Of significant note, delinquent property taxes reached an all-time low, just above \$50,000. **Approval is recommended.** 

C. Discussion/action on 2022 Community Events Sponsorship Program.

Village Staff has put together the 2022 Community Events Sponsorship Program to begin fundraising for community events including Fall Fest, Fourth of July Parade, and the Bayside Beer Garden Series. **Approval is recommended.** 

#### 3. Public Works Committee

a. Discussion/action on February 2022 Department of Public Works Report.

Included in the packet is the February 2022 Department of Public Works Report. Of significant note, tree removals have increased 23% year-to-date. **Approval is recommended.** 

b. Discussion/action on 2021 Department of Public Works Annual Report.

Included in the packet is the 2021 Department of Public Works Annual Report. Of significant note, the Bay Point Road and Hermitage Road sanitary sewer lift station rehabilitation project was completed. **Approval is recommended.** 

 Discussion/action on the 2022 Pavement Resurfacing Program bid award.

Bids were accepted to resurface Ellsworth Lane from Regent Road to Manor Circle, Pelham Parkway from Ellsworth Lane to Fairy Chasm Road, Manor Circle from Pelham Parkway to Ellsworth Lane, Manor Circle from Fielding Road to Ellworth Lane, Hermitage Road from Pelham Parkway to Fielding Road, Fielding Road from Hermitage Road to Ellsworth Lane, Fielding Road from Manor Circle to Fairy Chasm Road, Hermitage Road from Lake Drive to the termini, and Manor Circle from Ellworth Lane to Tennyson Drive. The Department of Public Works will be completing the storm water management/reditching portion of the project.

The 2022 Pavement Resurfacing Program was budgeted at \$520,000. The low bidder was Payne and Dolan, Inc. with a bid amount of \$382,280. **Approval is recommended.** 

d. Discussion/action on the 2022 Sanitary Sewer Rehabilitation Project bid award.

A cured-in-place pipe (CIPP) is a trenchless rehabilitation method used to repair existing pipelines. It is a jointless, seamless pipe lining within an existing pipe. The process of CIPP involves inserting and running a felt lining into a preexisting pipe that is the subject of repair. Resin within the liner is then exposed to a curing element to make it attach to the inner walls of the pipe. Once fully cured, the lining now acts as a new pipeline.

The 2022 Sanitary and Storm Sewer Rehabilitation Project was budgeted at \$335,500. The low bidder was Visu-Sewer, Inc. with a bid amount of \$420,077. **Approval is recommended.** 

e. Presentation/recognition of Shane Albers for completing the Cities and Villages Mutual Insurance Company Emerging Leadership Program.

Operations Superintendent Shane Albers completed the Emerging Leadership Program through Cities and Villages Insurance Company. The program includes 10 classes aimed to enhance leadership skills.

- 4. Intergovernmental Cooperation Council
- Board of Zoning Appeals
  - a. Discussion/action on the request for a special exception by Rebecca and Seth Wahlberg, for the property located at 516 E Bay Point Rd, contrary to Section 125-90(b)(4) and Section 125-3(f)(2).

The Board of Zoning Appeals will consider the request for a special exception on Thursday, March 17 at 5:00pm and bring a recommendation before the Board of Trustees.

- 6. Architectural Review Committee
- 7. Plan Commission
- 8. Library Board
  - a. Discussion/action on February 2022 Library Report.
- 9. North Shore Fire Department
- 10. Community Development Authority
- VI. VILLAGE PRESIDENT'S REPORT
- VII. VILLAGE MANAGER'S REPORT
- VIII. VILLAGE ATTORNEY'S REPORT

## IX. MISCELLANEOUS BUSINESS BY THE TRUSTEES AS MAY PROPERLY BE BROUGHT BEFORE THE BOARD

#### X. MOTION TO ADJOUR TO CLOSED SESSION

- A. Pursuant to Section 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons allow a Closed Session (Cell Tower Lease);
- XI. MOTION TO RECONVENE IN OPEN SESSION Pursuant to Section 19.85 (2)
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- XII. ADJOURNMENT

#### STATE OF WISCONSIN MILWAUKEE COUNTY VILLAGE OF BAYSIDE

#### A Proclamation Recognizing Keindel "Koko" Walny

WHEREAS, Keindel "Koko" Walny is a Bayside resident and student at Milwaukee Jewish Day School; and

WHEREAS, Koko has been a competitive figure skater and synchronized figure skater for half her life and spending countless hours after school practicing 5 days per week; and

WHEREAS, the Fond du Lac Blades Synchro Skate Team is nationally recognized as an elite skate organization; and

WHEREAS, the Fond du Lac Blades Synchro Skate Team is the home of the 2022 Team USA Junior Division Skate Team; and

WHEREAS, Koko has been a skater for the Fond du Lac Blades Synchro Skate Team since the 2019/20 skate season and competed on their Intermediate Age Division Team in 2021/22; and

WHEREAS, the Fond du Lac Blades Synchro Skate Team Intermediate Team had an excellent season in 2021/22, including placing second at WisconSync!, 2<sup>nd</sup> at the Kalamazoo KickOff; 2nd at the Dr. Porter, 1<sup>st</sup> at the Swan Synchro Classic, and 3<sup>rd</sup> at Midwesterns to earn a trip to the 2022 US Synchronized Skating National Champions in Calorado Springs, Colorado; and

WHEREAS, the Fond du Lac Blades Synchro Skate Team Intermediate Team had an excellent performance and podiumed in 4<sup>th</sup> place at the 2022 US Synchronized Skating National Champions; and

**THEREFORE, BE IT PROCLAIMED** that the Village of Bayside commends Koko Walny for her hard work and dedication to the sport of figure skating, having strongly contributed to her Fond du Lac Blades team earning the title of 4<sup>th</sup> best synchronized skate team in the nation, and call on all residents to celebrate her accomplishments in our community.

Eido M. Walny, Village President & Proud Dad	VILLAGE OF BAYSIDE	
Eido M. Walny, Village President & Proud Dad		
2.40 111. (1.412), 1.4116	Eido M. Walny, Village Pr	resident & Proud Dad
	Eido M. Wamy, Village Fi	esident & Floud Dad
	Rachel A Safstrom Admi	nistrative Services Director

#### STATE OF WISCONSIN MILWAUKEE AND OZAUKEE COUNTIES VILLAGE OF BAYSIDE

#### A Proclamation Recognizing Cassi Hansen

WHEREAS, Cassi Hansen is a student and gymnast at Nicolet High School; and

WHEREAS, gymnastics is a sport that requires a unique and rare set of skills, including fitness components of cardiovascular endurance, muscular strength, flexibility, and mental/physical agility;

WHEREAS, Cassi finished 5<sup>th</sup> in the 2021 WIAA D2 All-Around Gymnastics meet as a sophomore; and

WHEREAS, Cassi is a 2021 nominee for Milwaukee Journal Sentinel "Gymnast of the Year"; and

WHEREAS, Cassi earned a 2022 North Shore All-Conference 1st team honor for her performance during the 2021/22 season; and

WHEREAS, Cassie represented Nicolet High School at the 2022 WIAA Gymnastics State Championships; and

WHEREAS, Cassi earned a score of 9.183 on the floor, 9.333 on the balance beam, 9.0 on the vault, and 9.05 on the uneven bars; and

**WHEREAS**, Cassi's total score of 36.566 earned her the 2022 WIAA D2 All-Around Gymnastics State Champion, and in doing so became only the 3<sup>rd</sup> such champion in Nicolet High School history.

**THEREFORE, BE IT PROCLAIMED** that the Village of Bayside commends Cassi Hansen on achieving the title of 2022 Wisconsin All-Around Gymnastic State Champion, and calls on all residents of Bayside to celebrate her accomplishments in our community.

VILLAGE OF BAYSIDE

Eido M. Walny, Village President

Rachel A. Safstrom, Administrative Services Director

#### **SUMMARY OF CLAIMS**

#### February 18, 2022 - March 2, 2022

February 18, 2022	\$96,450.78
February 25, 2022	\$18,344.16
March 2, 2022	\$63,916.54
Total	\$178,711.48

VILLAGE OF BAYSIDE

#### Check Register Check Issue Dates: 2/18/2022 - 2/18/2022

Page: 1 Feb 18, 2022 07:11AM

Report Criteria:

Report type: Summary

Check Issue Date	Check Number	Payee	Amount
02/18/2022	37654	BAKER & TAYLOR	4,655.67
02/18/2022	37655	BAKER STREET CONSULTING GROUP	16,500.00
02/18/2022	37656	BLOCK IRON & SUPPLY CO - OSHK	64.00
02/18/2022	37657	BONAFIDE SAFE & LOCK INC.	180.25
02/18/2022	37658	BUELOW VETTER BUIKEMA OLSON V	90.00
02/18/2022	37659	BUILDING SERVICES INC	5,712.84
02/18/2022	37660	CONCENTRA	71.00
02/18/2022	37661	EMERGENCY LIGHTING & ELECTRO	47.50
02/18/2022	37662	FINDAWAY WORLD LLC	1,200.41
02/18/2022	37663	FLYN LLC	6,554.40
02/18/2022	37664	GREATAMERICA FINANCIAL SERVIC	219.64
02/18/2022	37665	JOHNSON, AMANDA	500.00
02/18/2022	37666		3,033.00
02/18/2022	37667	MADACC	622.00
02/18/2022	37668	Mitel	317.89
02/18/2022	37669	NICOLET HIGH SCHOOL	250.00
02/18/2022	37670	NORTH SHORE BANK	107.98
02/18/2022	37671	Penworthy Company LLC	115.00
02/18/2022	37672	Rinka	44,258.10
02/18/2022	37673	UNEMPLOYMENT INSURANCE	277.50
02/18/2022	37674	WE ENERGIES	8,381.66
02/18/2022	37675	WE ENERGIES -	3,291.94
Grand Totals	»:		96,450.78

VILLAGE OF BAYSIDE

## Check Register Check Issue Dates: 2/25/2022 - 2/25/2022

Page: 1 Mar 08, 2022 03:08PM

Report Criteria:

Report type: Summary

Check Issue Date	Check Number	Payee	Amount
02/25/2022	999997852	ADOBE	179.88
02/25/2022	999997853	BIRD CITY WISCONSIN	175.00
02/25/2022	999997854	C K C Graphics and Signs	25.00
02/25/2022	999997855	CARTER, JULIE	1,483.10
02/25/2022	999997856	Dolan Consulting Group, LLC	195.00
02/25/2022	999997857	EGELHOFF LAWN SERVICE	870.63
02/25/2022	999997858	EMERGING LOCAL GOVERNMENT L	345.00
02/25/2022	999997859	ETNA Supply	200.00
02/25/2022	999997860	FUSION LLC	712.86
02/25/2022	999997861	GALLS	1,175.07
02/25/2022	999997862	HOME DEPOT	726.03
02/25/2022	999997863	KAESTNER AUTO ELECTRIC	86.16
02/25/2022	999997864	MATHESON TRI-GAS INC DEPT 3028	239.85
02/25/2022	999997865	MENARDS-MILWAUKEE	68.99
02/25/2022	999997866	MITEL	1,999.02
02/25/2022	999997867	PEOPLE KEYS	144.00
02/25/2022	999997868	RUBBER STAMP WAREHOUSE	15.11
02/25/2022	999997869	SCHMIT FORD-MERCURY	568.14
02/25/2022	999997870	SEECLICKFIX INC	4,439.35
02/25/2022	999997871	SENDIKS	102.72
02/25/2022	999997872	SHERWIN WILLIAMS	64.28
02/25/2022	999997873	SNAP-ON INDUSTRIAL	37.45
02/25/2022	999997874	T-MOBILE	161.28
02/25/2022	999997875	US BANK	2,793.79
02/25/2022	999997876	VERIZON WIRELESS	241.67
02/25/2022	999997877	BACKGROUNDS ONLINE	533.86
02/25/2022	999997878	COSTCO	390.24
02/25/2022	999997879	NORTHEAST WISCONSIN TECHNICA	225.00
02/25/2022	999997880	US BANK	135.48
02/25/2022	999997881	WI DEPT OF JUSTICE - 2688	10.20
Grand Totals	S:		18,344.16

VILLAGE OF BAYSIDE

#### Check Register Check Issue Dates: 3/2/2022 - 3/2/2022

Page: 1 Mar 02, 2022 03:21PM

Report Criteria:

Report type: Summary

Check Issue Date	Check Number	Payee	Amount
03/02/2022	37684	AMAZON/SYNCB	810.67
03/02/2022	37685	BATZNER PEST CONTROL	79.00
03/02/2022	37686	BUILDING SERVICES INC	4,137.40
03/02/2022	37687	Clark Dietz	9,025.00
03/02/2022	37688	CLEAN SOURCE LLC	3,600.00
03/02/2022	37689	CONCENTRA	375.00
03/02/2022	37690	DEMCO INC	1,492.79
03/02/2022	37691	DEUTCH, ALAN	238.01
03/02/2022	37692	DIGGERS HOTLINE INC	46.40
03/02/2022	37693	Draeger-Anderson, Susan	9,000.00
03/02/2022	37694	EGGERS IMPRINTS	434.00
03/02/2022	37695	FRANK GILLITZER ELECTRIC CO	1,583.56
03/02/2022	37696	Fricano, Lucianna	21.10
03/02/2022	37697	GREATAMERICA FINANCIAL SERVIC	107.00
03/02/2022	37698	GUETZKE & ASSOCIATES INC.	475.00
03/02/2022	37699	HERBST OIL	4,864.31
03/02/2022	37700	JOHNSON, AMANDA	275.00
03/02/2022	37701	KAPUR & ASSOCIATES	3,609.00
03/02/2022	37702	KnowBe4	1,764.18
03/02/2022	377.03	Kraly Solutions LLC	3,600.00
03/02/2022	37704	MTAW	60.00
03/02/2022	37705	OFFICE COPYING EQUIPMENT LTD	284.19
03/02/2022	37706	OZAUKEE COUNTY HIGHWAY DEPT	104.53
03/02/2022	37707	PACKERLAND RENT-A-MAT INC.	386.72
03/02/2022	37708	POMP'S TIRE SERVICE INC	2,744.00
03/02/2022	37709	PREMIUM WATERS INC.	73.64
03/02/2022	37710	Rinka	11,397.85
03/02/2022	37711	SECURIAN FINANCIAL GROUP	700.82
03/02/2022	37712	STREICHER'S	20.97
03/02/2022	37713	UniFirst Corporation	26.40
03/02/2022	37714	VANDEWALLE & ASSOCIATES	2,480.00
03/02/2022	37715	WMCA DUES	100.00
Grand Totals	i.		63,916.54

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
	TAXES					
10-41100	PROPERTY TAXES	1,264,015.08	2,130,995.35	.3,239,467.00	1,108,471.65	65.8
10-41300	INTEREST ON DELINQUENT TAXES	.00.	.00	12,000,00	12,000.00	.0
	PAYMENT IN LIEU OF TAXES	.00.	14,525.67	47,036.00	32,510.33	30.9
	TOTAL TAXES	1,264,015,08	2,145,521.02	3,298,503.00	1,152,981.98	65.1
	INTERGOVERNMENTAL					
10-43210	COMMUNITY DEVELOPMENT BLOC	.00	.00,	5,598.00	5,598.00	.0
	PUBLIC SAFETY COMMUNICATION	99,438.00	99,438.00	99,409.00	29.00-	100.0
	NORTH SHORE LIBRARY REVENUE	19,521.00	19,521.00	19,521.00	.00	100.0
	STATE SHARED REVENUES	.00	.00.	60,297.00	60,297.00	.0
	VIDEO SERVICE PROVIDER AID	.00.	.00.	14,470.00	14,470.00	.0
	RECYCLING GRANT	.00	.00	25,770.00	25,770.00	.0
	EXEMPT COMPUTER AID	.00	.00	15,160.00	15,160.00	.0
	PERSONAL PROPERTY AID	.00	.00	1,738.00	1,738.00	.0
	STATE TRANSPORTATION AIDS	.00	103,507.55	415,180.00	311,672.45	24.9
	ST 32 HIGHWAY AIDS	.00	4,253.26	17,013.00	12,759.74	25.0
	EXPENDITURE RESTRAINT	.00.	.00.	82,745.00	82,745.00	.0
	TOTAL INTERGOVERNMENTAL	118,959.00	226,719.81	756,901.00	530,181.19	30.0
	LICENSES & PERMITS					
10-44100	OPERATORS LICENSE	55.00	55.00	1,000.00	945.00	5.5
	LIQUOR LICENSE	.00.	55.00	2,400.00	2,345.00	2.3
10-44140		.00.	.00	200.00	200.00	.0
	ANIMAL LICENSES	327.44	612.36	1,227.00	614.64	49.9
10-44300	CABLE FRANCHISE FEES	10,370.52	13,676.65	65,000.00	51,323,35	21.0
10-44415	ARC APPLICATION FEES	00.00	900.00	2,000.00	1,100.00	45.0
10-44420	OCCUPANCY PERMITS	.00	400.00	300.00	-00,001	133.3
10-44460	BUILDING PERMITS	11,677.80	20,527.00	65,000.00	44,473,00	31.6
10-44480	VACANT PROPERTY FEE	.00	500.00	.00.	-00,00	.0
10-44495	EXCAVATION/RIGHT OF WAY/PRIVL	550.00	1,700.00	10,000.00	8,300.00	17.0
	RUMMAGE SALE PERMITS	.00.	.00	240.00	240,00	.0
10-44535	DUMPSTER PERMITS	360.00	1,040.00	3,000,00	1,960.00	34.7
10-44540	SIGN PERMITS	.00	50.00	200,00	150.00	25.0
	CONDITIONAL USE APPLICATION	.00	.00	00.00	00.00	.0
10-44555	BOARD OF ZONING APPEALS FEES	.00	.00	500.00	500.00	.0
	TREE PROGRAM	480.00	480.00	5,000.00	4,520.00	9.6
10-44570	SPECIAL EVENT PERMITS	.00	.00	50.00	50.00	.0
	TOTAL LICENSES & PERMITS	24,420.76	39,996.01	156,717.00	116,720.99	25.5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
	FINES & FORFEITURES					
10-45100	FINES & FORFEITURES-NSMC	2,283,72	3,898.08	35,000.00	31,101.92	11.1
	FINES & FORFEITURES-BAYSIDE SD	28.18	578.00	.00	578,00-	.0
10-45125	NOTARY/FINGER	26.00	26,00	100.00	74,00	26.0
	TOTAL FINES & FORFEITURES	2,337.90	4,502,08	35,100.00	30,597.92	12.8
	PUBLIC CHARGES FOR SERVICES					
10-46110	PROPERTY STATUS REVENUE	300,00	650.00	4,000.00	3,350.00	16,3
	PUBLICATION FEES	.00.	.00.	200.00	200,00	.0
10-46125	MISC SERVICE FEE-NOTARY/FINGER	.00.	.50	.00.	.50-	.0
	DATA SALES	100.00	106.50	550.00	443.50	19.4
10-46310	SPECIAL PICKUPS	390.00	1,297.00	8,000.00	6,703.00	16.2
10-46315	MULCH DELIVERIES	.00.	.00	00.000,6	00.000,6	.0
10-46330	WELL PERMIT/ABANDONMENT FEES	50.00	300.00	300,00	.00.	100.0
10-46400	EQUIPMENT RENTAL- SEWER FUND	20,000.00	20,000.00	20,000.00	.00.	100.0
10-46415	EQUIPMENT RENTAL- STORMWATER	20,000.00	20,000.00	20,000.00	.00.	100.0
10-46710	PARK FACILITY RENTAL & PROGRA	.00.	.00.	00.008	800.00	0,
10-46715	PUBLIC WORKS SERVICE REVENUE	.00.	.00	300.00	300.00	.0.
	TOTAL PUBLIC CHARGES FOR SERVI	40,840.00	42,354.00	60,150.00	17,796.00	70.4
	MISCELLANEOUS REVENUE					
10-48100	INTEREST	171.28	6,707.64	65,000.00	58,292.36	10,3
10-48120	REALIZED/UNREALIZED GAIN/LOSS	.00.	( 29,428.34)	.00.	29,428.34	0.
10-48200	MISCELLANEOUS REVENUE	.00.	114.40	500.00	385.60	22.9
10-48210	COPIES	247.00	269.00	.00.	269.00-	.0
10-48220	FALSE ALARM FEES	.00.	310.00	2,500,00	2,190.00	12.4
10-48230	RECYCLING PROCEEDS	3,263.31	6,788.72	4,000.00	2,788.72-	169.7
10-48240	CREDIT CARD REVENUE	1,494.80	1,494.80	7,000.00	5,505.20	21.4
10-48310	EQUIPMENT SALE PROCEEDS	.00.	220.00	16,000.00	15,780.00	1.4
10-48500	DONATIONS	.00	.00.	8,000.00	8,000.00	.0.
	TOTAL MISCELLANEOUS REVENUE	5,176.39	( 13,523.78)	103,000.00	116,523.78	( 13.1)
	TOTAL FUND REVENUE	1,455,749.13	2,445,569.14	4,410,371.00	1,964,801.86	55.5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	
	GENERAL GOVERNMENT					
10 51000 110	WA CEC ET	1,215,68	41,030.55	245,449,00	204,418.45	16.7
10-51000-110	HEALTH INSURANCE BUYOUT	1,213.66	333.36	1,950.00	1,616.64	17.1
10-51000-117 10-51000-119	DENTAL INSURANCE BUYOUT	11,32	22,64	204,00	181.36	11.1
	TRUSTEE WAGES	700.00	1,400,00	8,400,00	7,000.00	16.7
	ELECTION WAGES	882.00	882,00	6,000.00	5,118.00	14.7
	ELECTIONS SUPPLIES	381.12	1,235.44	4,485.00	3,249.56	27.6
	WISCONSIN RETIREMENT SYSTEM	1,379.00	2,371.16	14,669.00	12,297.84	16.2
	SOCIAL SECURITY	1,631.98	4,004.41	18,942.00	14,937.59	21.1
	LIFE INSURANCE	23.71	126.67	900.00	773.33	14.1
	HEALTH INSURANCE	3,404.25	8,927.05	25,492.00	16,564.95	35.0
10-51000-154	DENTAL INSURANCE	81.53	123.79	815.00	691.21	15.2
10-51000-208	LEGAL SERVICES-MISC	.00.	690.00-	2,000.00	2,690.00	(34.5)
10-51000-210	CONTRACTUAL SERVICES	1,196.28	1,286.05	25,799.00	24,512.95	5.0
10-51000-211	LEGAL COUNSEL - CONTRACTED	.00	.00	61,545.00	61,545.00	.0
10-51000-214	AUDIT SERVICES	.00.	.00.	19,125.00	19,125.00	.0
10-51000-217	PUBLIC HEALTH SERVICES	.00	.00.	29,842.00	29,842.00	.0
10-51000-219	ASSESSOR SERVICES	.00.	4,980.00	24,900.00	19,920.00	20.0
10-51000-221	TELECOMMUNICATIONS	451.07	501.07	3,058.00	2,556.93	16.4
10-51000-225	COMPUTER SUPPORT	.00.	.00.	1,000.00	1,000.00	.0
10-51000-226		2,541.24	2,541.24	1,010.00	-1,531.24	251.6
10-51000-229	BANKING FEES	.00	423.27	1,400.00	976.73	30.2
10-51000-230	MATERIALS & SUPPLIES	472.17	272.17	2,500.00	2,227.83	10.9
10-51000-238	FINANCIAL ADVISING SERVICES	800.00	800.00	2,000.00	1,200.00	40.0
10-51000-300	ADMINISTRATIVE	.00.	.00	800.00	800,00	0. 3.01
10-51000-310	OFFICE SUPPLIES	422.34	422.34	4,000.00	3,577.66 5,000.00	0.0
10-51000-311		.00.	.00 .00	5,000.00 6,430.00	6,430.00	.0
10-51000-321	DUES & SUBSCRIPTIONS	.00. 00.	.00	8,255.00	8,255,00	.0
	TRAINING, SAFETY & CERTS	.00.	.00	500.00	500.00	.0
10-51000-323	WELLNESS	.00 17.77	.00 17.77	410.00	392.23	4.3
10-51000-324	PUBLICATIONS/PRINTING PUBLIC RELATIONS	.00	.00	100.00	100.00	.0
10-51000-590	CONTINGENCY	.00.	.00	66,616.00	66,616.00	.0
	GENERAL LIABILITY	.00.	40,349.16	33,210.00	-7,139,16	121.5
10-51000-510	AUTO LIABILITY	.00.	4,802.00	4,857,00	55.00	98.9
	BOILER INSURANCE	.00	726,00	781.00	55,00	93.0
10-51000-513		.00.	9,674,46	50,734,00	41,059.54	19.1
10-51000-515		.00	175,45	181.00	5.55	96.9
	PROPERTY INSURANCE	7,256.00	7,256,00	7,099.00	-157.00	102.2
10-51000-517		.00,	7,547.02	7,547.00	02	100.0
10-51000-591	MUNICIPAL CODE	2,001.99	2,001.99	4,000.00	1,998.01	50.1
	TOTAL GENERAL GOVERNMENT	25,036.13	143,543,06	702,005.00	558,461.94	20.5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
	DOLLOE					
	POLICE					
10-52100-110	WAGES ET	78,870.26	139,528.73	1,149,281.00	1,009,752.27	12.1
10-52100-111	OVERTIME	3,150.11	4,610.33	27,000.00	22,389.67	17.1
10-52100-116	HOLIDAY PAY	.00	.00	38,404.00	38,404.00	.0
10-52100-117	HEALTH INSURANCE BUYOUT	.00	.00.	12,600.00	12,600,00	.0
10-52100-118	SHIFT DIFFERENTIAL PAY	500.00	775.00	4,500.00	3,725,00	17.2
10-52100-119	DENTAL INSURANCE BUYOUT	18.88	37.76	227,00	189.24	16.6
10-52100-150		8,731.09	15,389.16	145,105.00	129,715.84	10.6
10-52100-151	SOCIAL SECURITY	6,201.29	10,938.79	94,771.00	83,832.21	11.5
	LIFE INSURANCE	66.74	200,01	964,00	763.99	20.8
10-52100-153		7,779.51	23,271.52	182,845.00	159,573.48	12.7
10-52100-154		110.10	328,80	3,430,00	3,101.20	9.6
10-52100-209		.00.	.00.	300.00	300.00	.0
10-52100-210	CONTRACTUAL SERVICES	3,531.43	3,635.87	33,207.00	29,571.13	11.0
10-52100-211	LEGAL COUNSEL-CONTRACTED	.00.	.00	24,618.00	24,618.00	.0
10-52100-213	LEGAL COUNSEL-PERSONNEL	90.00	90.00	1,000.00	910.00	9.0
10-52100-215	MADACC	622.00	622.00	1,550.00	928.00	40.1
10-52100-221	TELECOMMUNICATIONS	922.62	962.62	5,196.00	4,233.38	18.5
10-52100-225	COMPUTER SUPPORT SERVICES	.00	.00	5,000.00	5,000.00	.0
10-52100-230	MATERIALS & SUPPLIES	503.95	623.76	7,000.00	6,376.24	8.9
10-52100-231	FLEET MAINTENANCE	773.89	773.89	7,000.00	6,226.11	11.1
10-52100-310	OFFICE SUPPLIES	5.00	5.00	1,000.00	995.00	.5
10-52100-311	POSTAGE	.00.	.00.	00.008	00.008	.0
10-52100-321	DUES & SUBSCRIPTIONS	135.00	485.00	990.00	505,00	49.0
10-52100-322	TRAINING, SAFETY & CERTIFICATI	195.00	195.00	4,500.00	4,305.00	4.3
10-52100-323	AMMUNITION	.00.	.00.	3,600,00	3,600.00	.0
10-52100-330	UNIFORM SUPPLIES	1,175.07	1,535.02	7,150.00	5,614.98	21.5
10-52100-340	FUEL MAINTENANCE	1,367.72	3,004.19	16,500.00	13,495.81	18.2
10-52100-519	GASB 45 OBLIGATIONS	9,369.10	16,291.62	30,664.00	14,372.38	53.1
	TOTAL POLICE	124,118.76	223,304.07	1,809,202.00	1,585,897.93	12.3
	NORTH SHORE FIRE DEPT					
10 C0000 004	NORTH SHORE FIRE DEPARTMENT	.00	221,272.00	874,313.00	653,041.00	25.3
10-52200-224	MOKIH SHOKE FIKE DELAKIMENI	.00	221,272.00			
	TOTAL NORTH SHORE FIRE DEPT	.00	221,272.00	874,313.00	653,041.00	25.3
	BUILDING INSPECTION					
10-52400-110	WAGES FT	20,000.00	20,000.00	20,000.00	.00	100.0
10-52400-250	BUILDING INSPECTIONS	.00	.00.	35,750.00	35,750.00	.0
	TOTAL BUILDING INSPECTION	20,000.00	20,000.00	55,750.00	35,750.00	35.9
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		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
	DEPARTMENT OF PUBLIC WORKS					
	DEL ARMENT OF TOBER WORKS					
10-53000-110	WAGES FT	24,474.07	54,052.80	285,285.00	231,232.20	19.0
10-53000-111	OVERTIME	.00.	516.11	4,050.00	3,533.89	12.7
10-53000-112	WAGES PT	.00	153.23	.00,	-153.23	.0
10-53000-150	WISCONSIN RETIREMENT SYSTEM	1,521.12	2,702.10	18,658.00	15,955.90	14.5
10-53000-151	SOCIAL SECURITY	1,732.18	3,216.82	22,801.00	19,584.18	14,1
	LIFE INSURANCE	78.26	216.93	477,00	260.07	45.5
	HEALTH INSURANCE	8,014.17	21,525,12	85,551,00	64,025.88	25.2
10-53000-154		178,36	479.07	1,835.00	1,355.93	26.1
	FACILITY MAINTENANCE & SUPPLIE	7,440.39	9,169.36	22,723.00	13,553.64	40.4
10-53000-201	CLEANING & JANITORIAL SERVICES	608,74	1,217.48	11,541.00	10,323.52	10.6
	HVAC MAINTENANCE	.00.	.00,	4,200.00	4,200.00	0,
10-53000-210	CONTRACTUAL SERVICES	772.03	777.60	39,505.00	38,727.40	2.0
10-53000-216	ENGINEERING	.00.	1,700.00-	20,000.00	21,700.00	( 8.5)
10-53000-220	UTILITIES	5,376.37	3,835.37	45,000.00	41,164.63	8.5
10-53000-221		289.63	309.63	2,300.00	1,990.37	13.5
10-53000-230	MATERIALS & SUPPLIES	258.78	258.78	4,500.00	4,241.22	5.8
10-53000-231	FLEET MAINTENANCE	523.81	523.81	32,500.00	31,976.19	1.6
10-53000-233		688.34	688.34	1,500.00	811.66	45.9
10-53000-310		5.00	5.00	150.00	145.00	3.3 35.0
10-53000-321	DUES & SUBSCRIPTIONS	175.00	175.00	500.00	325,00	33.0 9.9
10-53000-322	TRAINING, SAFETY & CERTIFICATI	193.23	193.23	1,950.00	1,756.77	9.9 ( 89.1)
10-53000-330	UNIFORM SUPPLIES	380.54	1,604.21-	1,800.00 40,000.00	3,404.21 40,000.00	.07.1)
10-53000-334	WINTER OPERATIONS	.00	.00.	20,000.00	24,401,34	( 22.0)
10-53000-340	FUEL MAINTENANCE	1,760.94-	4,401.34- .00	9,000.00	9,000.00	.0
10-53000-360		.00.	.00.	71,000.00	71,000.00	.0
10-53000-370	TIPPING FEES	.00.	.00.	8,500.00	8,500.00	.0 .0
10-53000-377		.00.	.00.	100.00	100.00	.0 .0
10-53000-390	PUBLIC RELATIONS	00,	.00	7,700.00	7,700.00	.0 .0
10-53000-400	STREET MAINTENANCE	.00 .00	.00	2,800.00	2,800,00	.0 .0
10-53000-450	FORESTRY & LANDSCAPING	.00.	.00	7,000.00	7,000.00	.0
10-53000-460		.00.	.00.	15,000.00	15,000.00	.0
10-53000-465	TREE DISEASE MITIGATION	.00.	.00	13,000.00	10,000,00	
	TOTAL DEPARTMENT OF PUBLIC WO	50,949.08	92,310.23	787,926.00	695,615.77	11.7
	NORTH SHORE LIBRARY					
10-55100-227	NORTH SHORE LIBRARY	.00	.00	160,077.00	160,077.00	.0
	TOTAL NORTH SHORE LIBRARY	.00	.00	160,077.00	160,077.00	.0
	PARKS			100,077.00	100/01/1.00	
10-55200-110	WAGES FT	400.00	1,520.00	5,200.00	3,680.00	29.2
10-55200-151	SOCIAL SECURITY	30,60	116.28	398.00	281.72	29.2
10-55200-230	MATERIALS & SUPPLIES	.00,	.00,	500.00	500.00	.0
10-55200-235	COMMUNITY EVENTS	.00	96.48	15,000.00	14,903.52	.6
	TOTAL PARKS	430,60	1,732.76	21,098.00	19,365.24	8.2

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	<u> </u>
TOTAL FUND EXPENDITURES	220,534.57	702,162.12	4,410,371.00	3,708,208.88	15.9
NET REVENUE OVER EXPENDITURES	1,235,214.56	1,743,407.02	.00	-1,743,407.02	0.

#### SANITARY SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
	PUBLIC CHARGES FOR SERVICES					·
20-46410	RESIDENTIAL SEWER	784,265.00	785,275.00	00,000,808	22,725.00	97.2
20-46420	COMMERCIAL SEWER	3,556.39	3,556.39	70,000.00	66,443.61	5,1
20-46425	POLICE LEASE REVENUE	10,502.00	10,502.00	10,502.00	.00	100.0
	TOTAL PUBLIC CHARGES FOR SERVI	798,323.39	799,333.39	888,502.00	89,168.61	90,0
	MISCELLANEOUS REVENUE					
20-48100	INTEREST	6.38	13.43	.00	-13.43	.0
	TOTAL MISCELLANEOUS REVENUE	6.38	13.43	.00.	-13.43	0,
	TOTAL FUND REVENUE	798,329.77	799,346.82	888,502.00	89,155.18	90.0

#### SANITARY SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
	GENERAL SEWER					
00 51000 110	WACES ET	3,949.81	30,517.01	143,369.00	112,851,99	21.3
20-51000-110 20-51000-111	OVERTIME	.00	.00	1,000,00	1,000.00	.0
20-51000-117	HEALTH INSURANCE BUYOUT	41.66	83.32	500.00	416.68	16.7
20-51000-117	DENTAL INSURANCE BUYOUT	3.78	7.56	54.00	46.44	14.0
20-51000-117	WISCONSIN RETIREMENT SYSTEM	256.73	620.79	7,355.00	6,734.21	8.4
20-51000-151	SOCIAL SECURITY	299.01	711.28	8,699.00	7,987.72	8.2
20-51000-157	LIFE INSURANCE	6.41	41.50	307.00	265.50	13.5
20-51000-152	HEALTH INSURANCE	381.62	2,350.81	23,236.00	20,885.19	10.1
20-51000-154		9.25	54.60	498.00	443.40	11.0
20-51000-210	CONTRACTUAL SERVICES	68,014.56	68,014.56	275,595.00	207,580.44	24.7
		.00	.00	3,525.00	3,525.00	.0
20-51000-216	ENGINEERING	10,434.00	10,434.00	50,000.00	39,566.00	20.9
20-51000-220	UTILITIES	779.09	779.09	7,000.00	6,220.91	11.1
20-51000-221	TELECOMMUNICATIONS	.00.	.00.	240.00	240.00	.0
20-51000-226	BENEFIT ADMINISTRATIVE FEES	40.59	40.59	46.00	5.41	88.2
20-51000-229	BANKING FEES	.00.	.00.	1,400.00	1,400.00	.0
20-51000-230	MATERIALS & SUPPLIES	.00.	.00.	2,000.00	2,000.00	.0
20-51000-231	FLEET MAINTENANCE	.00.	.00	1,500.00	1,500.00	.0
20-51000-232	LIFT STATION MAINTENANCE	.00.	8,937.75	10,550.00	1,612.25	84.7
20-51000-234	DIGGERS HOTLINE	4.80	4.80	2,200.00	2,195.20	.2
20-51000-238	FINANCIAL ADVISING SERVICES	.00.	.00	2,000.00	2,000.00	.0
20-51000-311	POSTAGE	.00.	.00	400.00	400.00	.0
20-51000-322	TRAINING, SAFETY & CERTIFICATI	.00.	.00.	2,400.00	2,400.00	.0
20-51000-340	FUEL MAINTENANCE	.00.	.00.	3,200.00	3,200.00	.0
20-51000-350	EQUIPMENT REPLACEMENT	.00.	.00	1,000.00	1,000.00	.0
20-51000-360	EQUIPMENT RENTAL-GENERAL FUND	20,000.00	20,000.00	20,000.00	.00	100.0
20-51000-510	GENERAL LIABILITY INSURANCE	.00.	1,821.37	1,837.00	15.63	99.2
20-51000-513	WORKERS COMPENSATION	.00.	317.39	1,664.00	1,346.61	19.1
20-51000-515	COMMERCIAL CRIME POLICY	.00.	11.62	12.00	.38	96.8
20-51000-516	PROPERTY INSURANCE	2,789.00	2,789.00	2,789.00	.00	100.0
20-51000-801	CAPITAL PROJECTS	.00.	41,678.00-	342,500.00	384,178.00	( 12.2)
20-51000-803	CAPITAL EQUIPMENT	8,640.50	8,640.50	.00	-8,640.50	0.
	TOTAL GENERAL SEWER	115,650.81	114,499.54	916,876.00	802,376.46	12.5
	DEPRECIATION				•	
20-53000-700	DEPRECIATION	.00.	.00.	3,138.00	3,138.00	0.
	TOTAL DEPRECIATION	.00.	.00.	3,138.00	3,138.00	0.
	DEBT					
				00 717 00	00 717 00	0
20-58100-617	PRINCIPAL REDEMPTION - CWFL	.00.	.00,	82,717.00	82,717.00	.0
20-58100-618	PRINCIPAL REDEMPTION - BOND	.00.	.00	175,000.00	175,000.00	.0
20-58100-621	INTEREST - BOND	.00.	.00	68,140.00	68,140.00	.0
20-58100-626	INTEREST-CLEAN WATER FUND LOA	.00	.00.	5,031.00	5,031.00	0.
	TOTAL DEBT	.00	.00.	330,888,00	330,888.00	0.

#### SANITARY SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
TOTAL FUND EXPENDITURES	115,650.81	114,499.54	1,250,902.00	1,136,402.46	9.2
NET REVENUE OVER EXPENDITURES	682,678.96	684,847.28	362,400.00-	-1,047,247.28	189.0

#### STORMWATER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
	PUBLIC CHARGES FOR SERVICES					
22-46405 22-46425 22-46430	COMMERCIAL STORMWATER	390,100.70 .00 100.00	390,606.70 .00 342.32	400,626.00 154,449.00 15,000.00	10,019.30 154,449.00 14,657.68	97.5 .0 2.3
	TOTAL PUBLIC CHARGES FOR SERVI	390,200.70	390,949.02	570,075.00	179,125.98	68.6
	TOTAL FUND REVENUE	390,200.70	390,949.02	570,075,00	179,125.98	68.6

#### STORMWATER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	
22-53000-110	WAGES ET	3,820.07	17,903.18	131,310.00	113,406.82	13.6
22-53000-111	OVERTIME	.00.	.00	950.00	950.00	.0
22-53000-117		41.66	83.32	500.00	416.68	16.7
22-53000-119	DENTAL INSURANCE BUYOUT	3.78	7.56	54.00	46.44	14.0
22-53000-150		248.31	567.86	7,134.00	6,566.14	0.8
22-53000-151	SOCIAL SECURITY	289.71	662.07	8,439.00	7,776.93	7.9
22-53000-152	LIFE INSURANCE	6.59	28.22	307.00	278.78	9.2
22-53000-153	HEALTH INSURANCE	423.86	1,886.77	22,179.00	20,292.23	8.5
22-53000-154	DENTAL INSURANCE	10,20	44.27	475.00	430.73	9.3
22-53000-210	CONTRACTUAL SERVICES	823.05	712.64	9,657.00	8,944.36	7.4
22-53000-214	AUDIT SERVICES	.00.	.00.	1,688,00	1,688.00	.0
22-53000-216	ENGINEERING	10,614.72	10,614.72	40,000.00	29,385.28	26.5
22-53000-220	UTILITY EXPENSES	159.11	159.11	2,400.00	2,240.89	6.6
22-53000-221	TELECOMMUNICATIONS	.00.	.00.	100.00	100.00	.0
22-53000-226	BENEFIT ADMINISTRATIVE FEES	40.59	40.59	46.00	5.41	88.2
22-53000-230	MATERIALS & SUPPLIES	68.99	68.99	2,500.00	2,431.01	2.8
22-53000-232	LIFT STATION MAINTENANCE	.00.	.00.	2,000.00	2,000.00	.0
22-53000-238	FINANCIAL ADVISING SERVICES	.00.	.00.	2,000.00	2,000.00	.0
22-53000-322	TRAINING, SAFETY & CERTIFICATI	.00.	.00	1,000.00	1,000.00	.0
22-53000-327	CULVERT MATERIALS	200.00	200.00	28,000.00	27,800.00	.7
22-53000-328	LANDSCAPING MATERIALS	96.00	96.00	37,000.00	36,904.00	.3
22-53000-329	EXCAVATION AND DISPOSAL	.00.	.00.	15,000.00	15,000.00	.0
22-53000-340	FUEL MAINTENANCE	.00.	.00.	2,500,00	2,500.00	.0
22-53000-350	EQUIPMENT REPLACEMENT	.00.	1,271.83-	.00.	1,271.83	.0
22-53000-360	EQUIPMENT RENTAL	20,000.00	20,000.00	20,000,00	.00	100.0
22-53000-510	GENERAL LIABILITY INSURANCE	.00.	2,246.13	2,265.00	18.87	99.2
22-53000-513	WORKERS COMPENSATION	.00.	311.21	1,632.00	1,320.79	19.1
22-53000-515	COMMERCIAL CRIME POLICY	.00	11.63	12.00	.37	96.9
22-53000-516	PROPERTY INSURANCE	2,708.00	2,708.00	2,708.00	.00	100.0
22-53000-801	CAPITAL PROJECTS	.00.	1,138.00-	00.000,088	381,138.00	( .3)
	TOTAL DEPARTMENT 53000	39,554.64	55,942.44	721,856.00	665,913.56	7.8
	TRANSFER TO OTHER FUND					
22-59200-900	ADMINISTRATIVE/TRANSFER TO	74,091.00	74,091.00	74,091.00	.00	100.0
	TOTAL TRANSFER TO OTHER FUND	74,091.00	74,091.00	74,091.00	.00	0.001
	TOTAL FUND EXPENDITURES	113,645.64	130,033.44	795,947.00	665,913.56	16.3
	NET REVENUE OVER EXPENDITURES	276,555.06	260,915.58	225,872.00-	-486,787.58	115.5

#### COMM DEVELOPMENT AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
23-51000-230	PROFESSIONAL SERVICES	1,000.00	1,000.00	.00.	-1,000.00	.0
	TOTAL DEPARTMENT 51000	1,000.00	1,000.00	.00	-1,000,00	.0
	TOTAL FUND EXPENDITURES	1,000.00	1,000.00	.00.	-1,000.00	.0
	NET REVENUE OVER EXPENDITURES	1,000.00-	1,000.00-	.00	1,000.00	0.

#### PUBLIC SAFETY COMMUNICATIONS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	<u></u> %
	TAXES					
26-41100	PROPERTY TAXES	.00	303,653.00	303,653.00	.00	0.001
	TOTAŁ TAXES	.00.	303,653.00	303,653.00	.00	100.0
	SOURCE 46					
26-46220	INTERGOVERNMENTAL REVENUE	3,362.67	6,725.34	280,219.00	273,493.66	2.4
	TOTAL SOURCE 46	3,362.67	6,725,34	280,219.00	273,493.66	2.4
	INTERGOVERNMENT REVENUE					
26-47130 26-47135		170,490.90 8,913.81	594,086.85 8,913.81	2,125,571.00 .00	1,531,484.15 -8,913.81	28.0
	TOTAL INTERGOVERNMENT REVENU	179,404.71	603,000.66	2,125,571.00	1,522,570.34	28,4
	MISCELLANEOUS REVENUE					
26-48100	CONSOLIDATED SERVICE BILLINGS	.00.	.00,	65,125.00	65,125.00	0,
	TOTAL MISCELLANEOUS REVENUE	.00.	.00	65,125.00	65,125.00	.0
	TOTAL FUND REVENUE	182,767.38	913,379.00	2,774,568.00	1,861,189.00	32.9

#### PUBLIC SAFETY COMMUNICATIONS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	
	PUBLIC SAFETY COMMUNICATIONS					
0/ 51000 110	WI OF FT	111 075 17	188,267.88	1,534,221.00	1,345,953.12	12.3
26-51000-110		111,275.16 4,840.13	10,725.92	40.800.00	30,074.08	26.3
26-51000-111	OVERTIME	608,33	9,793.93	29,632,00	19,838.07	33.1
26-51000-116	HOLIDAY PAY HEALTH INSURANCE BUYOUT	375.00	833.33	3,000.00	2,166.67	27.8
26-51000-117	DENTAL INSURANCE BUYOUT	18.88	37.76	453,00	415.24	8.3
26-51000-119		7,570.39	13,740.44	102,562.00	88,821.56	13.4
26-51000-150	WISCONSIN RETIREMENT SYSTEM	8,373.57	14,913.82	123,020.00	108,106.18	12.1
26-51000-151	SOCIAL SECURITY	194.98	580.32	2,564.00	1,983.68	22.6
	LIFE INSURANCE	26,864.61	75,917.49	385,603.00	309,685.51	19.7
26-51000-153		606.84	1,731.80	7,973.00	6,241.20	21.7
26-51000-154	DENTAL INSURANCE	71.00	60.92	1,250.00	1,189.08	4.9
26-51000-180	RECRUITMENT	23,237.32	23,237.32	13,983.00	-9,254.32	166.2
26-51000-200	FACILITY MAINTENANCE & SUPPLIE		1,748.72	11,386.00	9,637.28	15.4
26-51000-201	CLEANING & JANITORIAL SERVICES	874.36	1,114.87	20,902.00	19,787.13	5.3
26-51000-210	CONTRACTUAL SERVICES	923.05	•	1,000.00	1,000.00	0,0
26-51000-213	LEGAL COUNSEL-PERSONNEL	.00.	.00		1,654.00	0,
26-51000-214	AUDIT SERVICES	00.	.00.	1,654.00	21,460.82	11.5
26-51000-220	UTILITIES	2,779.18	2,779.18	24,240.00	•	1.2
26-51000-221	TELECOMMUNICATIONS	1,263.94	1,313.94	113,545.00	112,231.06	.0
26-51000-225	COMPUTER SUPPORT SERVICES	.00.	.00.	3,500.00	3,500.00	
26-51000-226	BENEFIT ADMINISTRATIVE FEES	822.68	822.68	479.00	-343.68	171.8
26-51000-230	MATERIALS & SUPPLIES	1,787.98	1,787.98	5,000.00	3,212.02	35.8
26-51000-236	LICENSING & MAINTENANCE	.00.	71,119.59	220,991.00	149,871.41	32.2
26-51000-310	OFFICE SUPPLIES	5.00	5.00	1,800.00	1,795.00	.3
26-51000-311	POSTAGE	.00.	.00.	500.00	500.00	.0
26-51000-321	DUES & SUBSCRIPTIONS	.00.	.00	2,000.00	2,000.00	.0
26-51000-322	TRAINING, SAFETY & CERTIFICATI	.00.	.00.	8,000.00	8,000.00	.0.
26-51000-330	CLOTHING/EMPLOYEE EXPENSES	217.00-	217.00-	220.00	437,00	( 98.6)
26-51000-350	EQUIPMENT REPLACEMENT	5,712.84	27,751.20	.00	-27,751.20	.0
26-51000-390	EMPLOYEE RECOGNITION	.00.	.00	500.00	500.00	.0
26-51000-500	CONTINGENCY	.00	.00.	3,184.00	3,184.00	0,
26-51000-510	GENERAL LIABILITY	.00.	4,878.80	4,920.00	41.20	99.2
26-51000-513	WORKERS COMPENSATION	.00.	461.01	2,418.00	1,956.99	19.1
26-51000-515	COMMERCIAL CRIME POLICY	.00.	98.30	102.00	3.70	96.4
26-51000-516	PROPERTY INSURANCE	3,760.00	3,760.00	3,730.00	-30,00	100.8
	TOTAL PUBLIC SAFETY COMMUNIC	201,748.24	457,265.20	2,675,132.00	2,217,866.80	17.1
	TRANSFER TO OTHER FUND					
26-59217-900	ADMINISTRATIVE/TRANSFER TO	99,438.00	99,438.00	99,438.00	.00	100.0
	TOTAL TRANSFER TO OTHER ELIMO	00 429 00	99,438.00	99,438.00	.00	100.0
	TOTAL TRANSFER TO OTHER FUND	99,438.00	77,430.00	77,400.00	.00	100.0
	TOTAL FUND EXPENDITURES	301,186.24	556,703.20	2,774,570.00	2,217,866.80	20.1
	NET REVENUE OVER EXPENDITURES	118,418.86-	356,675.80	2.00-	-356,677.80	178337

#### LONG TERM FINANCIAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
	TAXES					
30-41100	PROPERTY TAXES	.00	792,089.00	792,089.00	.00	100.0
	TOTAL TAXES	.00.	792,089.00	792,089.00	.00	100.0
	LICENSES & PERMITS					
30-44350	CELL TOWER FEES	2,027.33	4,054.66	24,260.00	20,205.34	16.7
	TOTAL LICENSES & PERMITS	2,027.33	4,054.66	24,260.00	20,205.34	16.7
	INTERGOVERNMENT REVENUE					
30-47115	B SERIES ADMIN FEE	.00	.00.	11,541.00	11,541.00	.0
	TOTAL INTERGOVERNMENT REVENU	.00	.00	11,541.00	11,541.00	0.
	MISCELLANEOUS REVENUE					
30-48100	INTEREST	.00	00.	500.00	500.00	.0
30-48300	NSFD	.00	3,657.50	167,315.00	163,657.50	
	TOTAL MISCELLANEOUS REVENUE	.00.	3,657.50	167,815.00	164,157.50	
	OTHER FINANCING SOURCES					
30-49250	TRANSFER FROM STORMWATER FUN	74,091.00	74,091.00	74,091.00	.00	100.0
	TOTAL OTHER FINANCING SOURCES	74,091.00	74,091.00	74,091.00	.00	100.0
	TOTAL FUND REVENUE	76,118.33	873,892.16	1,069,796.00	195,903.84	81.7

#### LONG TERM FINANCIAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
	DEBT					
30-58100-215	MADACC	.00	.00	1,784.00	1,784.00	.0
30-58100-226	BENEFIT ADMINISTRATIVE FEES	.00.	.00	1,400.00	1,400.00	.0
30-58100-610	2021A GENERAL OBLIGATATION	.00.	.00	125,000.00	125,000.00	.0
30-58100-611	NSFD STATION #5	.00.	.00.	160,000.00	160,000.00	0,
30-58100-614	UNFUNDED LIABILITY PRINCIPAL	.00.	.00.	27,373.00	27,373.00	0.
30-58100-618	PRINCIPAL- 2014 BOND	.00.	.00.	330,000.00	330,000.00	.0
30-58100-619	2016 GENERAL OBLIGATATION	.00.	.00.	130,000.00	130,000.00	.0
30-58100-620	2018 GENERAL OBLIGATION	.00.	.00.	35,000.00	35,000.00	.0
30-58100-621	INTEREST ON BOND	.00.	.00.	165,037.00	165,037.00	.0
30-58100-623	UNFUNDED LIABILITY INTEREST	.00.	.00	3,093.00	3,093.00	.0
30-58100-624	2021 B GO DEBT	.00.	.00	20,000.00	20,000.00	.0.
	TOTAL DEBT	.00	.00.	998,687.00	998,687.00	.0.
	TOTAL FUND EXPENDITURES	.00.	.00.	998,687.00	998,687.00	.0
	NET REVENUE OVER EXPENDITURES	76,118.33	873,892.16	71,109.00	-802,783.16	1229.0

#### POLICE CAPITAL

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
	TAXES					
40-41100 40-41130	PROPERTY TAXES FIRE & RESCUE PROPERTY TAXES	.00 .00	67,066.00 40,336.00	67,066.00 40,336.00	.00.	100.0
	TOTAL TAXES	.00.	107,402.00	107,402.00	.00	100.0
	TOTAL FUND REVENUE	.00.	107,402.00	107,402.00	.00	100.0

#### POLICE CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
CAPITAL PROJECTS					
 CAPITAL PROJECTS CAPITAL LEASE CAPITAL EQUIPMENT	.00 10,502.00 .00	.00 10,502.00 .00	40,336.00 10,502.00 56,564.00	40,336.00 .00 56,564.00	.0 100.0 .0
TOTAL CAPITAL PROJECTS	10,502.00	10,502.00	107,402.00	96,900.00	9.8
TOTAL FUND EXPENDITURES	10,502.00	10,502.00	107,402.00	96,900.00	9.8
NET REVENUE OVER EXPENDITURES	10,502.00-	96,900.00	.00.	-96,900.00	0.

#### DEPARTMENT OF PUBLIC WORKS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
	TAXES					
41-41100	PROPERTY TAXES	.00	125,000.00	125,000.00	.00	100.0
	TOTAL TAXES	.00	125,000.00	125,000.00	.00	100.0
	PUBLIC CHARGES FOR SERVICES					
41-46320	GARBAGE CONTAINER & FEES	675.00	6,175.23	5,000.00	-1,175.23	123.5
	TOTAL PUBLIC CHARGES FOR SERVI	675.00	6,175.23	5,000.00	-1,175.23	123.5
	TOTAL FUND REVENUE	675.00	131,175.23	130,000.00	-1,175.23	100.9

#### DEPARTMENT OF PUBLIC WORKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%	
CAPITAL PROJECTS						
 CAPITAL PROJECTS CAPITAL EQUIPMENT	.00 .00	5,211.00-	550,000.00 49,500.00	555,211.00 49,500.00	(	1.0)
TOTAL CAPITAL PROJECTS	.00	5,211.00-	599,500.00	604,711.00		.9)
TOTAL FUND EXPENDITURES	.00.	5,211.00-	599,500,00	604,711.00		.9}
NET REVENUE OVER EXPENDITURES	675.00	136,386.23	469,500.00-	-605,886.23		29.1

#### ADMIN SERVICES CAPITAL

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
, 42-41100		.00	75,000.00	75,000.00	.00	100.0
	TOTAL TAXES	.00	75,000.00	75,000.00	.00	
	MISCELLANOUS REVENUE					
42-46740	COMMUNITY EVENT DONATIONS	.00.	17.00	.00.	-17.00	.0
	TOTAL MISCELLANOUS REVENUE	.00	17.00	.00	-17.00	.0
42-48200	SOURCE 48  MISCELLANEOUS REVENUE	7,017.24	7,017.24	.00	-7,017.24	.0
	TOTAL SOURCE 48	7,017.24	7,017.24	.00	-7,017.24	.0
	TOTAL FUND REVENUE	7,017.24	82,034.24	75,000.00	-7,034.24	109.4

#### ADMIN SERVICES CAPITAL

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
	CAPITAL PROJECTS					
42-91000-519	GASB 45 OBLIGATIONS	.00	.00	94,189.00	94,189.00	.0
42-91000-801	CAPITAL PROJECTS	3,123.75	3,123.75	10,000.00	6,876.25	31.2
42-91000-803	CAPITAL EQUIPMENT	.00.	.00.	50,000.00	50,000.00	.0.
	TOTAL CAPITAL PROJECTS	3,123.75	3,123.75	154,189.00	151,065.25	2.0
	TOTAL FUND EXPENDITURES	3,123.75	3,123.75	154,189.00	151,065.25	2.0
	NET REVENUE OVER EXPENDITURES	3,893.49	78,910.49	79,189.00-	-158,099.49	99.7

### VILLAGE OF BAYSIDE REVENUES WITH COMPARISON TO BUDGET FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

### ARPA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
43-43700	ARPA GRANT FUNDS	.00.	.00	226,817.00	226,817.00	.0
	TOTAL SOURCE 43	.00	.00	226,817.00	226,817.00	.0
	TOTAL FUND REVENUE	.00	.00	226,817.00	226,817.00	.0
	NET REVENUE OVER EXPENDITURES	.00.	.00	226,817.00	226,817.00	.0

### VILLAGE OF BAYSIDE REVENUES WITH COMPARISON TO BUDGET FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

### PUBLIC SAFETY COMM CAPITAL

	,	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	<u></u> %
	TAXES					
46-41100	PROPERTY TAXES	.00	22,395.00	22,395.00	.00	100.0
	TOTAL TAXES	.00	22,395.00	22,395.00	.00	100.0
	INTERGOVERNMENTAL REVENUE					
46-47110	CONTRACT REVENUE	31,800.93	156,765.15	156,765.00	15	0.001
	TOTAL INTERGOVERNMENTAL REVE	31,800.93	156,765.15	156,765.00	15	100.0
	TOTAL FUND REVENUE	31,800.93	179,160.15	179,160.00	15	100.0

### VILLAGE OF BAYSIDE EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

### PUBLIC SAFETY COMM CAPITAL

	•	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	
	DEPARTMENT 91000					
46-91000-801 46-91000-803	CAPITAL PROJECTS CAPITAL EQUIPMENT	.00 .00	.00 .00	174,000.00 101,000.00	174,000.00 101,000.00	0. 0.
	TOTAL DEPARTMENT 91000	.00.	.00	275,000.00	275,000.00	.0
	TOTAL FUND EXPENDITURES	.00.	.00	275,000.00	275,000.00	.0
	NET REVENUE OVER EXPENDITURES	31,800.93	179,160.15	95,840.00-	-275,000.15	186.9

### VILLAGE OF BAYSIDE REVENUES WITH COMPARISON TO BUDGET FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

### LIBRARY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	<u></u> %
	LIBRARY FUND					
50-47400	JOINT LIBRARY RECEIVABLES	.00,	198,238,75	953,032.00	754,793.25	20,8
50-47410	LIBRARY COPY FEES	1,343,04	1,371,24	5,000.00	3,628.76	27.4
50-47420		2,784.56	3,059.14	15,000.00	11,940.86	20,4
50-47430		241.00	241.00	175.00	-66.00	137.7
50-47450		622.63	799.26	5,000.00	4,200.74	16.0
	TOTAL LIBRARY FUND	4,991.23	203,709.39	978,207.00	774,497.61	20.8
	OTHER INCOME					
50-48200	SUNDRY OTHER INCOME	508.99-	508.99-	35,000.00	35,508.99	( 1.5)
	TOTAL OTHER INCOME	508.99-	508.99-	35,000.00	35,508.99	( 1.5)
	TOTAL FUND REVENUE	4,482.24	203,200.40	1,013,207.00	810,006.60	20.1

### VILLAGE OF BAYSIDE EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

### LIBRARY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	<u>%</u>
	GENERAL LIBRARY					
50-61000-110	LIBRARY DIRECTOR SALARY	2,563.47	8,534.30	351,994.58	343,460.28	2.4
	SALARIES PT	31,787.60	39,255.46	253,271.42	214,015.96	15.5
50-61000-117	HEALTH INSURANCE BUYOUT	.00.	.00.	2,000.00	2,000.00	.0
50-61000-119	DENTAL INSURANCE BUYOUT	.00.	.00.	272.00	272.00	.0.
50-61000-120	SALARIES-OTHER LIBRARY STAFF	2,112.24	18,399.15	.00.	-18,399.15	0.
50-61000-150	WISCONSIN RETIREMENT	1,428.85	2,799.98	24,801.00	22,001.02	11.3
50-61000-151	SOCIAL SECURITY	2,702.74	4,879.39	47,211.00	42,331.61	10.3
50-61000-152	LIFE INSURANCE	17.59	45,43	100.00	54.57	45.4
50-61000-153	HEALTH INSURANCE	3,775.05	12,706.07	69,568,00	56,861.93	18.3
50-61000-154	DENTAL INSURANCE	60.40	211.40	840.00	628.60	25.2
50-61000-155	UNFUNDED LIABILITY-WRS	.00.	.00	14,058.79	14,058.79	.0
50-61000-200	FACILITY MAINTENANCE & SUPPLIE	180.25	180.25	2,900.00	2,719.75	6.2
50-61000-201	CLEANING & JANITORIAL SERVICES	.00.	.00.	28,800,00	28,800.00	.0
50-61000-202	HVAC MAINTENANCE	.00.	485.00	8,000.00	7,515.00	6.1
50-61000-210	CONTRACTUAL SERVICES	36,351.03	36,351.03	35,060.00	-1,291.03	103.7
50-61000-211	LEGAL COUNCIL	.00	.00.	2,500.00	2,500.00	0.
50-61000-220	UTILITIES	6,453.47	6,453.47	34,800.00	28,346.53	18.5
50-61000-221	TELECOMMUNICATIONS	317.89	317.89	5,580.00	5,262.11	5.7
50-61000-227	SYSTEM EXPENSE	35,235.00	35,235.00	44,450.00	9,215.00	79.3
50-61000-229	BANKING FEES	72.08	72.08	100.00	27.92	72.1
50-61000-230	MAINTENANCE	823.10	823.10	7,900.00	7,076.90	10.4
50-61000-240	MISC COLLECTION MATERIALS	.00.	.00.	4,500.00	4,500.00	.0
50-61000-241	PERIODICALS	.00	.00	7,510.00	7,510.00	.0
50-61000-242	ADULT BOOKS	1,323.91	1,323.91	26,500.00	25,176.09	5.0
50-61000-243	JUVENILE BOOKS	3,555.11	3,555.11	18,000.00	14,444.89	19.8
50-61000-244	DVD ADULT	544.56	544.56	6,500.00	5,955.44	8.4
50-61000-245	DVD JUVENILE	198.94	198.94	3,500.00	3,301.06	5.7
50-61000-246	LOST BOOKS REPLACEMENTS	382.97	382.97	5,000.00	4,617.03	7.7
50-61000-247	ADULT PROGRAMMING	500.00	500.00	3,000.00	2,500.00	16.7
50-61000-248	JUVENILE PROGRAMMING	.00	.00.	6,000.00	6,000.00	.0
50-61000-310	SUPPLIES	255.84	255.84	10,900.00	10,644.16	2.4
50-61000-311	POSTAGE	.00	.00.	300.00	300.00	.0
50-61000-321	DUES-EDUCATIONAL	132.02	132.02	1,035.00	902.98	12.8
50-61000-322	STAFF TRAINING	1,400.18	1,400.18	4,710.00	3,309.82	29.7
50-61000-323	PROMO & ADVERTISING	704.99	704.99	1,372.00	667.01	51.4
50-61000-350	EQUIPMENT REPLACEMENT	.00	.00.	2,000.00	2,000.00	.0
50-61000-501	SALES TAX EXPENSE	.00	.00.	500.00	500.00	.0
50-61000-510	INSURANCE AND BONDING	.00	47.93	5,000.00	4,952.07	1.0
50-61000-535	LEASE/CONDO FEES	00.880,8	00.880,8	32,802.00	26,736.00	18.5
50-61000-811	REFERENCE-SERIALS	.00	834.68	.00.	-834.68	.0
50-61000-812	ADULT BOOKS	117.06	117.06	.00.	-117.06	.0
50-61000-813	JUVENILE BOOKS	802.93	802.93	.00.	-802.93	.0
50-61000-830	ADULT PROGRAMS	451.30	451.30	.00.	-451.30	.0
50-61000-835	LOST BOOKS	43.05	43.05	.00.	-43.05	.0
	TOTAL GENERAL LIBRARY	140,359.62	184,110.47	1,073,335.79	889,225.32	17.2
	TOTAL FUND EXPENDITURES	140,359.62	184,110.47	1,073,335.79	889,225.32	17.2
	NET REVENUE OVER EXPENDITURES	135,877.38-	19,089.93	60,128.79-	-79,218.72	31.8

### VILLAGE OF BAYSIDE REVENUES WITH COMPARISON TO BUDGET FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

### LIBRARY CAPITAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	<u></u> %
60-47500	DONATIONS	350.00	350,00	.00.	-350.00	.0
	TOTAL SOURCE 47	350,00	350.00	.00	-350.00	.0
	TOTAL FUND REVENUE	350.00	350.00	.00	-350.00	.0

### VILLAGE OF BAYSIDE EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

### LIBRARY CAPITAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	<u></u> %
	DEPARTMENT 91000					
60-91000-801	CAPITAL PROJECTS	44,258.10	44,258.10	.00,	-44,258.10	.0
	TOTAL DEPARTMENT 91000	44,258.10	44,258.10	.00.	-44,258.10	.0
	TOTAL FUND EXPENDITURES	44,258.10	44,258.10	.00,	-44,258.10	.0
	NET REVENUE OVER EXPENDITURES	43,908.10-	43,908.10-	.00.	43,908.10	.0.

### Village of Bayside Community Impact Report February **2022**

**PUBLIC MEETINGS/EVENTS** 



6

**1** 50%

**POLICE VISIBILITY** 



15,660

12%

**DISPATCH TIME** 



32 secs

**1** 28%

**GRANT \$ AWARDED** 



\$52,400

22%

**GARBAGE TONS YTD** 



178

1%

**DIVERSION RATE** 



29%

1%

WEB SITE VISITS



8,309

11%

**BOND RATING** 



Aa

**MYBLUE CONTACTS** 



2

**1**87%

**DISPATCH CALLS** 



17,537

**1** 5%

**FUND BALANCE** 



30%

1%

**RECYCLING TONS YTD** 



73

8%

ACCESS BAYSIDE REQUESTS



366

1 4%

SOCIAL MEDIA REACH



63,263

1 92%

\*Metrics compared to 2021 YTD

**ACCREDITATION** 



Police Fire

Dispatch

**GFOA EXCELLENCE** 



**Since** 

2008

**GFOA CAFR** 



Since

2011

ICMA CPM EXCELLENCE



Since

2012

TREE CITY USA



Since

2008

**BIRD CITY USA** 



Since

2010

**BUZZ OPEN RATE** 



**67%** 

11%



Village of Bayside 9075 N Regent Road Board of Trustees Meeting Minutes February 22, 2022 Village Board Room, 6:00pm

#### I. CALL TO ORDER AND ROLL CALL

President Walny called the meeting to order at 6:00pm.

### ROLL CALL

President:

Eido Walny

Trustees:

Mike Barth

Darren Fisher Joshua Roling

Dan Rosenfeld - Excused

Bob Rudman Margaret Zitzer

Also Present:

Village Manager, Andy Pederson

Village Attorney, Chris Jaekels

Director of Administrative Services, Rachel Safstrom

Assistant to the Village Manager Leah Hofer

Communications Center Director, Liane Scharnott

Communications Center Deputy Director, Mandy Majors

Police Chief, Doug Larsson

Operations Superintendent, Shane Albers

### II. PLEDGE OF ALLEGIANCE

### III. CITIZENS AND DELEGATIONS

Open to any citizen who wishes to speak on items not on the agenda. Please note there may be limited discussion on the information received, however, no action will be taken. Please state your name and address for the record.

A. Presentation from Superintendent Dr. Greg Kabara on 2022 Nicolet Union High School Referendum.

Dr. Kabara gave a brief presentation regarding the 2022 Nicolet Union High School Referendum. Dr. Kabara stated different opportunities for the community to learn about the facts regarding the referendum. A fact sheet was provided to the Village Board in order to have information regarding the referendum; however, it is requested that all questions be directed to the School District. The information sheet highlights facility upgrades and impact on the tax levy for residents.

Three needs, safety security, learning systems and building spaces. There are nine points highlighted for capital projects. The sheet does identify the tax impact for residents.

B. Presentation from Superintendent Dr. Jeff Dellutri on 2022 Fox Point-Bayside School District Referendum.

Dr. Dellutri gave a brief presentation on the 2022 Fox Point-Bayside School District Referendum.

Dr. Dellutri distributed a fact sheet for the Village Board to review. The projects were originally delayed as the district reviewed the possibility of the consolidation of districts. Questions

regarding the referendum should be directed to the School District.

### IV. CONSENT AGENDA

Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration.

### A. Approval of:

- 1. Summary of Claims for January 21, 2022 through February 9, 2022 in the amount of \$301,697.10.
- 2. January 2022 Financial Statement.
- 3. January 2022 Community Impact Report.
- 4. Right-of-way License Agreement with 301 W Ravine Baye Rd.
- 5. Right-of-way License Agreement with 850 E Bay Point Rd.
- **6.** Board of Trustees meeting minutes, December 16, 2021 and January 20, 2022.
- 7. Resolution 22-02, A Resolution Proclaiming the Celebration of Arbor Day in the Village of Bayside.
- 8. Resolution 22-03, A Resolution Proclaiming the Celebration of World Migratory Bird Day in the Village of Bayside.
- 9. Resolution 22-04, A Resolution to Encourage Bayside Residents to Support the Monarch Butterfly Population within the Village of Bayside.
- 10. Resolution 22-05, A Resolution Authorizing the Village of Bayside to file the Transportation Alternatives Program (TAP) Grant.
- 11. Resolution 22-06, A Resolution Authorizing the Village of Bayside to file the Urban Forestry Grant Application.

Motion by Trustee Zitzer, seconded by Trustee Barth, to approve Summary of Claims for January 21, 2022 through February 9, 2022 in the amount of \$301,697.10; January 2022 Financial Statement; January 2022 Community Impact Report; Right-of-way License Agreement with 301 W Ravine Baye Rd; Right-of-way License Agreement with 850 E Bay Point Rd; Board of Trustees meeting minutes, December 16, 2021 and January 20, 2022; Resolution 22-02, A Resolution Proclaiming the Celebration of Arbor Day in the Village of Bayside; Resolution 22-03, A Resolution Proclaiming the Celebration of World Migratory Bird Day in the Village of Bayside; Resolution 22-04, A Resolution to Encourage Bayside Residents to Support the Monarch Butterfly Population within the Village of Bayside; Resolution 22-05, A Resolution Authorizing the Village of Bayside to file the Transportation Alternatives Program (TAP) Grant; and Resolution 22-06, A Resolution Authorizing the Village of Bayside to file the Urban Forestry Grant Application. Motion carried unanimously by roll call vote.

#### V. BUSINESS AGENDA

### A. COMMITTEE AND COMMISSION REPORTS

- 1. Public Safety Committee
  - a. Swearing in/introduction of Lieutenant Gina Kleeba.

Chief Larsson informed the Village Board Officer Gina Kleeba has been selected to be the newest Lieutenant for the Police Department. Chief Larsson reviewed the process of promotion. Officer Kleeba came out as a top candidate. Administrative Services Director Safstrom administered the oath of office. The Village Board congratulated Lieutenant Kleeba and look forward to working with her.

b. Discussion/action on January 2022 Communications Center Report.

Director Scharnott gave a brief overview of the Communication Center Report. The BCC Supervisors toured the Wauwatosa Dispatch Center to observe the Emergency Medical Dispatching. Deputy Director Majors scheduled participant interviews for the Strategic Plan.

Motion by Trustee Fisher, seconded by Trustee Barth to approve the January 2022 Communications Center Report. Motion carried unanimously.

c. Discussion/action on 2021 Communications Center Annual Report.

Director Scharnott provided and overview of the Communication Center annual report noting the Intrado NG911 phone system installation, the implementation of Text to 911 and various trainings. The Center has seen an overall increase in calls with non-emergency calls increasing 58% over 2020.

Director Foscato stated the IT department deployed new could-based camera and door control system in Bayside, upgraded production servers in Glendale, migrated Shorewood to O365, and established the North Shore IT Steering Committee.

Motion by Trustee Barth, seconded by Trustee Fisher, to accept the 2021 Communication Center Annual Report. Motion carried unanimously.

d. Discussion/action on January 2022 Police Department Report.

Chief Larsson briefly reviewed the January report. One Officer candidate was advanced to background check and written assessment. A conditional offer of employment is planned later this week.

Motion by Trustee Barth, seconded by Trustee Fisher to approve the January 2022 Police Department Report. Motion carried unanimously.

e. Discussion/action on 2021 Police Department Annual Report.

Chief Larsson provided an overview of the Police Department annual report noting code enforcements increased and arrests made decreased. Traffic stops increased by 8%, My Blue contacts increased by 46% and personal crimes decreased by 50%.

Motion by Trustee Barth, seconded by Trustee Roling, to accept the 2021 Police Department Annual Report. Motion carried unanimously.

### 2. Finance and Administration Committee

a. Discussion/action on January 2022 Administrative Services Report.

Director of Administrative Services Safstrom reviewed the January 2022 report highlighting the successful February election was recently completed.

Motion by Trustee Zitzer, seconded by Trustee Fisher to approve the January 2022 Administrative Services Report. Motion carried unanimously.

b. Discussion/action on 2021 State of the Village Report.

Village Manager Pederson briefly reviewed the 2021 State of the Village highlighting the solar project and the significant reduction in costs for energy that has been realized.

Motion by Trustee Fisher, seconded by Trustee Zitzer, to approve the 2021 State of the Village Report. Motion carried unanimously.

c. Discussion/action on 2021 Communications Annual Report.

Assistant to the Village Manager Hofer reviewed the Communications Report. The Village uses various online social media platforms as well as the electronic newsletter and North Shore Neighbors publication. There were 616,565 total unique interactions which is a 16% increase over 2020.

Motion by Trustee Rudman, seconded by Trustee Zitzer, to approve the 2021 Communications Annual Report. Motion carried unanimously.

d. Discussion/action on recommendation of Dana Investment Advisors for Village Investment Management Services.

Trustee Barth gave a brief update related to the ending of the relationship the Village has with BMO bank for investment services. The Village received 10 proposals for investment services and interviewed two. DANA Investment Advisors was successful in obtaining the recommendation and the fees will not be increasing from what the Village traditionally has paid. Attorney Jaekels has reviewed the contract.

Motion by Trustee Fisher, seconded by Trustee Zitzer, to approve the recommendation of Dana Investment Advisors for the Village Investment Management Services. Motion carried unanimously.

e. Discussion/action on 2021 Green Tier Legacy Communities Annual Report.

Motion by Trustee Fisher, seconded by Trustee Zitzer, to approve the recommendation 2021 Green Tier Legacy Communities Annual Report. Motion carried unanimously.

### 3. Public Works Committee

a. Discussion/action on January 2022 Department of Public Works Report.

Operations Superintendent Albers stated January was unique month with very few weather events. This has given the crew an opportunity to assist with the preparations for Village Hall and Dispatch Center renovations. Mr. Albers also stated the new playground equipment has been delivered.

Motion by Trustee Barth, seconded by Trustee Fisher, to approve the January 2022 Department of Public Works Report. Motion carried unanimously.

b. Discussion/action on myCrew Mailbox Replacement Program.

Manager Pederson reviewed the proposed program. This program is not for mailboxes knocked down from snow removal. This is for a new mailbox that the residents may be in disrepair. The \$200 covers the cost of time and materials.

Motion by Trustee Barth, seconded by Trustee Fisher, to approve the myCrew Mailbox Replacement Program. Motion carried unanimously.

- 4. Intergovernmental Cooperation Council No Report.
- 5. Board of Zoning Appeals No Report.

- Architectural Review Committee No Report.
- Plan Commission No Report.
- 8. Library Board
  - Discussion/action on January 2022 Library Report.

Trustee Zitzer stated the Library Board met last week. They approved the annual report. Moving forward, the meetings will be both virtual and in-person.

- North Shore Fire Department No Report.
- 10. Community Development Authority No Report.
- VI. VILLAGE PRESIDENT'S REPORT No Report.
- VII. VILLAGE MANAGER'S REPORT

Village Manager Pederson stated the home at 8855 N Lake drive has been demolished. The Code Red program is live and operational. Brown Deer Road reconstruction is scheduled for 2027-2030. The Wisconsin Department of Transportation will fund the project.

Mr. Pederson commended the staff of the BCC on the response to the incident in Brown Deer. The team response was professional and exceptionally executed.

- VIII. VILLAGE ATTORNEY'S REPORT No Report
- IX. MISCELLANEOUS BUSINESS BY THE TRUSTEES AS MAY PROPERLY BE BROUGHT BEFORE THE BOARD No Report
- X. MOTION TO ADJOUR TO CLOSED SESSION

Motion by Trustee Zitzer, seconded by Trustee Barth to convene to closed session Pursuant to Section 19.85 (1) (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (No Bayside TIF) and Pursuant to Section 19.85 (1) (f) considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. (Police Department) Motion carried unanimously by a roll call vote.

A closed session of approximately 26 minutes was held in which the Village Board discussed potential litigation (No Bayside TIF) and Police Department Investigation

### XI. MOTION TO RECONVENE IN OPEN SESSION Pursuant to Section 19.85 (2)

Motion by Trustee Fisher, seconded by Trustee Zitzer to re-convene to open session and regular order of business. Motion carried unanimously.

A. Action on items in closed session. - None

### XII. ADJOURNMENT

Motion by Trustee Barth, seconded by Trustee Fischer, to adjourn the meeting at 7:48 pm. Motion carried unanimously.

Respectfully submitted,

Rachel A. Safstrom Administrative Services Director



### memo

Date: February 22, 2022

To: Andy Pederson, Village Manager

cc: Shane Albers, DPW Operations Superintendent, Tyler Lowe, WIL-surge

From: Aaron Groh

Re: Hermitage and Baypoint Lift Station Generator Project - Contractor Change Orders

WIL-surge ELECTRIC, INC. has submitted 4 separate change orders for various out of scope work for the project named above. A brief explanation is noted below:

CO1: Baypoint LS was lowered and raised with associated grading, Hermitage LS required a new door due to flipping it to another side, hookup of the temporary generator to Hermitage, and winter work.

CO2: Installation of larger breakers in the 120/240V panels.

CO3: Furnishing and installing portable generator receptacles as was originally to be owner supplied.

CO4: Installing different wallpack light fixtures.

Upon review with Village staff and Kapur, these change order requests are recommended for approval.

I have signed the change orders. Please sign and return the signed copies to Kapur and WIL-surge ELECTRIC, INC. and prepare for payment.

If you have any questions, please let me know.

Aaron Groh

## WIL-surge ELECTRIC, INC.

13201 W. SILVER SPRING ROAD BUTLER, WI 53007 Phone: (262) 781-9210 Fax: (262) 781-9610

# Change Order

To:

VILLAGE OF BAYSIDE

9075 NORTH REGENT ROAD

BAYSIDE, WI 53217

Project: BAYSIDE LIFT STATIONS-CONTRACT

### Change Order # 1

RFC#	Date	Value	Description
1	11/23/2020	\$6,998.00	Generator pads

\$156,410.00

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$6,998.00 will be added to the contract price.

**Original Contract** 

**KAPUR** 

Other Approv	ed Change Orders	\$0.00	
Tota	al Contract to Date	\$156,410.00	
7	This Change Order	\$6,998.00	
Other	Pending Requests	\$0.00	
Total Contract p	olus Pending RFCs	\$163,408.00	
Authorized Signature:	Thersau	2022-02-22 T13:45:07-06:00	Date:
	WIL-surge ELECT	RIC, INC.	
Authorized Signature:			Date:
	VILLAGE OF BA	YSIDE	
	$\Omega$		
Authorized Signature:	Clar V.		Date: <u>2-22-22</u>





13201 West Silver Spring Road • Butler, WI 53007 1-262-781-921 FAX: 1-262-781-9610 EMAIL: wilsurge@wilsurge.com

March 25, 2021

To: Whom it May Concern

Attn: John

Re: Bayside Generators CO#1

**Furnish and Install** 

	Changed by Wil-Surge 3.25.21	Extra
1	Install of new topping on concrete pad (\$4,757) Installed new forms, uninstall twice, then pour new topping on the pad on a separate mobilization at Bayview	\$814
1	Grading and install to accomadate building (\$450)	\$1,575
1	Door change on Hermitage (\$1,220) which was already ordered two days prior which required a new door to be ordered	\$1,220
1	GeoWeb install with associated fill at Bayview due to TB being installed for (\$1,575) the concrete install that will need to be uninstalled and relocated and bring in free draining fill per specification of GeoWeb	\$0
1	15% Overhead, Markup, Bond, and Site Observation (\$1475)	\$955
1	5.6% Tax (\$550)	\$356
1	Hookup of temp generator @Hermitage due to change with building (\$1,200)	\$1,200
1	SUBTOTALS:	
1	Sidewalk Credit for concerte (2 yards)	
1	Winter Conditions Charge for Hermitage with changes (\$878)	\$878

SUBTOTALS: \$6,998

This Work For The Sum Price Of: \$6,998

Note-

1) This will push contact end date back due to the amount of lost time

## WIL-surge ELECTRIC, INC.

13201 W. SILVER SPRING ROAD BUTLER, WI 53007 Phone: (262) 781-9210 Fax: (262) 781-9610

# Change Order

To:

VILLAGE OF BAYSIDE

9075 NORTH REGENT ROAD

BAYSIDE, WI 53217

Project: BAYSIDE LIFT STATIONS-CONTRACT

Change Order # 2

RFC#	Date	Value	Description
2	12/29/2021	\$1,116.62	Install new breaker for generator tripping 120/240V panel

\$156,410.00

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$1,116.62 will be added to the contract price.

Original Contract

**KAPUR** 

Other Approved Char	nge Orders	\$0.00	
Total Contra	act to Date	\$156,410.00	
This Cha	inge Order	\$1,116.62	
Other Pending	g Requests	\$6,998.00	
Total Contract plus Pen	ding RFCs	\$164,524.62	
Authorized Signature:	Love 2022-02-22 T13:45:28-06:0	00	Date:
	urge ELECTRI	C, INC.	
Authorized Signature:			Date:
	AGE OF BAYS	IDE	
	7 /		
Authorized Signature:	ionic	-	Date: <u>2-22-22</u>



### Invoice

\_\_\_\_\_ SUPPLY, INC \_\_\_\_\_

2755 S. 163<sup>rd</sup> St. New Berlin, WI 53151 P-(262) 782-0600 F-(262) 782-5528

Document #	Date
26326-01	12/23/21

Sold To:

WILSU

WILSURGE ELECTRIC

13201 W. SILVER SPRING RD

BUTLER, WI 53007

Ship To:

WILSURGE ELECTRIC

13201 W. SILVER SPRING RD

BUTLER, WI 53007

	Customer PO	No.	Job Name	Placed By	Shipped Via	Ship Date	Sales	Rep		Terms
BAYSI	DE			TYLER	PICK UP	12/23/21	TCS	/JWL	NET	30 DAYS
Line No.	Qty Ord	Qty Ship	B/O	Catalog # / Description	)fl		U/M	Pr	nit ice	Amount

MUST HAVE VALID NUMERICAL PURCHASE ORDER NUMBER!!!!

MUST HAVE VALID NUMERICAL PURCHASE ORDER NUMBER!!!!

01 2 2 EAT BAB3070H 70A 3P CKT BRKR 220.00 440.00

SUB-TOTAL:

440.00 22.00

TAX:

AMOUNT DUE:

462.00

## WIL-surge ELECTRIC, INC.

13201 W. SILVER SPRING ROAD BUTLER, WI 53007 Phone: (262) 781-9210 Fax: (262) 781-9610

# Change Order

To:

VILLAGE OF BAYSIDE

9075 NORTH REGENT ROAD

BAYSIDE, WI 53217

Project: BAYSIDE LIFT STATIONS-CONTRACT

### Change Order #3

RFC#	Date	Value	Description
3	12/29/2021	\$6,921.24	Furnish new portable generator receptacles as directed

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$6,921.24 will be added to the contract price.

**KAPUR** 

	Original Contract	\$156,410.00	
Other Approv	ed Change Orders	\$0.00	
Tota	al Contract to Date	\$156,410.00	
ŋ	This Change Order	\$6,921.24	
Other	Pending Requests	\$8,114.62	
Total Contract p	lus Pending RFCs	\$171,445.86	
Authorized Signature:	dyper Love	2022-02-22 _T13:45:47-06:00	Date:
	WIL-surge ELEC		
Authorized Signature:			Date:
	VILLAGE OF BA	AYSIDE	
Authorized Signature	: an v	L	Date: <u>2-22-22</u>

\*\*\*DUPLICATE\*\*\*

CED/LAPPIN ELECTRIC

N24 W23750 WATERTOWN RD STE #G
WAUKESHA, WI 53188

T:262 547-5500 F:262 547-5506

INVOICE NO. | INVOICE DATE

5890-1066251 12/10/21

PLEASE SHOW INVOICE NO. AND REMIT TO:

PO BOX 850656
MINNEAPOLIS, MN 55485-0656

SOLD TO:

WILSURGE ELECTRIC
WILSURGE ELECTRIC
13201 W SILVER SPRING DR.
BUTLER, WI 53007

SHIP TO:

WILSURGE ELECTRIC
MAPLE DALE SCHOOL
8377 N PORT WASHINGTON RD
MILWAUKEE, WI 53217

\*\*\*3RDPTY-EMAILED\*\*\*

ACCOUNT NO. D4-98227 MAPLE DALE SCHOOL	JOB NAME AND ADDRE	ss	CUSTOMER ORDER NO. BAYSIDE			
SALESPERSON 3902 JK		SHIPPING INFORMATION PREPAID	SHIP VIA OUR TRUCK		SHIP DATE 12/10/21	
RUANTITY REDERED PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE DISC		EXTENSION	C/D
2 CHE AREA204126S22		2	2752.72 E		5,505.44	
·				MERCHANDISE	5505.44	
TITLE AND RISK OF LOSS OR DAHAGE TO MERCHANI OF SHIPMENT, CLAIMS FOR SHORT OR DAHAGED MEI MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WI	RCHANDISE SHOULD BE	CODE: TO ADVISE YOU PROMPTLY CONCERNIN OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS		SALES TAX SHIPPING CHARGE	.00	
A RESTOCKING CHARGE WILL BE NADE ON RETURNED DEFECTIVE OR THAU BEROR ON OUR PART. A SERVICE CHARGE OF 1.5% PER NOWITH, BUT NOT HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT BE MADE ON ALL PAST DUE ACCOUNTS.	D GOODS UNLESS  TO EXCEED THE IN THIS STATE, WILL	NET PAYMENT IS DUE BY THE 1 THE MONTH FOLLOWING PURCHAS		TOTAL	5505.44	
THIS SALE IS SUBJECT TO OUR TERMS LOCATED AV SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FO WITHOUT PRIOR NOTICE.			e e			

## WIL-surge ELECTRIC, INC.

13201 W. SILVER SPRING ROAD BUTLER, WI 53007 Phone: (262) 781-9210 Fax: (262) 781-9610

# Request for Change Order

To:	9075 NOR' BAYSIDE,					
Project:	BAYSIDE	LIFT STATIONS-CONT	RACT			
RFC No:	: 4 2/17/2	2022				
Descript	ion: Instal	new wallpack light fixtur	es			
	The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.					
Upon ap	proval the si	ım of \$1,311.00will be ad	ded to the contract pr	ice.		
		Original Contract	\$156,410.00			
		oved Change Orders	\$0.00			
	T	otal Contract to Date	\$156,410.00			
		This Request	\$1,311.00			
		er Pending Requests	\$15,035.86			
To	Total Contract plus Pending RFCs \$172,756.86					
Authoriz	ed Signatur	e:	02-22 6:08-06:00	Date:		
		WIL-surge ELECTRI	C, INC.			

Authorized Signature: Date: 2-22-22

VILLAGE OF BAYSIDE

Date:

KAPUR

Authorized Signature:













# PROCLAMATION RECOGNIZING NORTH SHORE HEALTH DEPARTMENT FOR THEIR EFFORTS DURING COVID-19 PANDEMIC

WHEREAS, COVID-19, a novel strain of the coronavirus, was detected in December 2019, and has subsequently spread throughout numerous countries and the United States, including Wisconsin; and,

WHEREAS, the North Shore Health Department has been working tirelessly to protect all the North Shore communities from the spread of this disease and to prepare for the impacts it may have; and,

WHEREAS, since the beginning of the COVID-19 pandemic, the North Shore Health Department investigated 13,725 confirmed cases and 1,804 probable cases as of March 4, 2022; and,

WHEREAS, the department assisted with outbreak management of 81 long-term care facilities, 27 businesses, 29 child day cares, and 9 schools along with additional guidance provided to hundreds of businesses and facilities in the North Shore area; and,

WHEREAS, since the initial approval of COVID-19 vaccinations, the department provided a primary series as well as third dose and boosters to all eligible age groups and to date administered over 11,000 COVID-19 vaccines; and,

WHEREAS, when the previous North Shore Health Department Director resigned in April 2021 followed by some additional turnover, Kathy Platt committed to the Interim Health Director role to help with the transition; Kathy has been a tremendous leader for the department during this transition, handling an influx of grant dollars, programs, and staffing to combat new COVID-19 variants while maintaining majority of the department's other programs and services; and,

WHEREAS, the North Shore Health Department will continue their efforts during this pandemic to combat COVID-19 through education, vaccinations, research, and adhering to best practices presented by the Centers for Disease Control and Prevention (CDC), Wisconsin Department of Health Services (DHS), and other agencies.

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED,** by all chief elected officials on behalf of their governing bodies and the North Shore municipalities, we recognize the excellence performed by our North Shore Health Department and the extraordinary commitment of public service displayed by Kathy Platt during her transitionary role as Interim Health Director.

Eido Walny Village President Village of Bayside Wanda Montgomery Village President Village of Brown Deer Douglas Frazer Village President Village of Fox Point Bryan Kennedy Mayor City of Glendale J. Stephen Anderson Village President Village of River Hills Ann McCullough McKaig Village President Village of Shorewood Kevin Buckley Village President Village of Whitefish Bay



### Wisconsin Department of Transportation Office of the Secretary 4822 Madison Yards Way, S903 Madison, WI 53705

Governor Tony Evers Secretary Craig Thompson

wisconsindot.gov

Telephone: (608) 266-1114 FAX: (608) 266-9912

Email: sec.exec@dot.wi.gov

February 24, 2022

Lucas Skaaland, Administrative Services Fellow Village of Bayside 9075 N Regent Road Bayside, WI 53217

Dear Lucas Skaaland,

Congratulations—the Village of Bayside Lowered Emissions Initiative project has been recommended for funding and approved by the Wisconsin Department of Transportation (WisDOT) Secretary's Office. This letter confirms funding for the Village of Bayside Lowered Emissions Initiative project from the 2022-2026 Congestion Mitigation & Air Quality (CMAQ) program.

CMAQ is a reimbursement program administered by WisDOT that assists local agencies with projects that improve air quality and reduce congestion through bicycle and pedestrian, traffic flow, diesel retrofit, and public transit projects in Wisconsin's non-attainment and maintenance areas by paying a percentage of eligible project costs, with the balance matched by the sponsoring agency.

Your project has been awarded \$52,400.00 in federal funding. It is among fourteen projects and approximately \$24.4 million of approved federal CMAQ funding this cycle. Please note that this total reflects FAST Act funding levels, which are anticipated to change with the recent passing of the Bipartisan Infrastructure Law (BIL). CMAQ projects are competitively awarded and any expenditures beyond this award are the responsibility of the sponsoring agency.

A representative from the WisDOT region office will follow up with you regarding project execution. It is important that you not incur any project costs until receipt of notification from WisDOT that your project is authorized to receive federal funding.

In the interim, if you have any questions, please contact the WisDOT Statewide Local Programs Manager, Travis Houle, at 608-266-9656 or <a href="mailto:travis.houle@dot.wi.gov">travis.houle@dot.wi.gov</a>. Thank you for your commitment to providing a quality transportation system that improves air quality and reduces criteria pollutants, while ensuring public safety. WisDOT looks forward to collaborating with your community to make this project successful.

Sincerely,

Craig M. Thompson

Secretary

02/24/2022 Date

cc:

Joe Nestler, Division of Transportation Investment Management Administrator Jen Murray, DTIM Bureau of Transit, Local Roads, Railroads & Harbors Director Travis Houle, DTIM Statewide Local Programs Manager Alex Dums, DTSD Region Local Program Manager Andy Pederson, Village Manager

Resolution N	√o.

### RESOLUTION AUTHORIZING THE REDEMPTION OF THE VILLAGE'S SPECIAL ASSESSMENT B BONDS, SERIES 2015A DATED MAY 7, 2015

WHEREAS, the Village of Bayside, Milwaukee and Ozaukee Counties, Wisconsin (the "Village") issued its Special Assessment B Bonds, Series 2015A, dated May 7, 2015 (the "2015 Bonds"); and

WHEREAS, the Village has received prepayment of certain special assessments payable in installments and in anticipation of which the Bonds were issued ("Special Assessment Prepayments"); and

WHEREAS, the 2015 Bonds are required to be partially redeemed on any principal or interest date after Special Assessment Prepayments are received in such a manner that the remaining principal maturities shall be as equal as possible; and

WHEREAS, the Village has determined that it is necessary, desirable and in the best interest of the Village to prepay a total of \$60,000 of the 2015 Bonds and redeem \$5,000 of certain maturities (the "Prepaid 2015 Bonds") on May 1, 2022 as more fully described on Exhibit A attached hereto and incorporated herein by this reference with the Special Assessment Prepayments;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that the Prepaid 2015 Bonds are called for prior payment on May 1, 2022, at the price of par plus accrued interest to the date of redemption.

The Village Clerk is hereby directed to work with Ehlers and Associates, Inc. ("Ehlers") to cause timely notice of the call of the Prepaid 2015 Bonds by providing notice in substantially the form attached hereto as Exhibit A. All actions heretofore taken by the officers and agents of the Village to effectuate the redemption of the Prepaid 2015 Bonds are hereby ratified and approved.

The Village Board hereby ratifies and approves the retention of Ehlers to provide financial advisory services in connection with this transaction and Quarles & Brady LLP to provide legal services in connection with this transaction.

Passed and Approved this 17th day of March, 2022.

	President	
Attest:	1	
Village Clerk		

### **EXHIBIT A**

### NOTICE OF PARTIAL CALL\*

### VILLAGE OF BAYSIDE MILWAUKEE AND OZAUKEE COUNTIES, WISCONSIN SPECIAL ASSESSMENT B BONDS, SERIES 2015A DATED MAY 7, 2015

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on May 1, 2022 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
5/1/2023	\$5,000	2.45%	073152BB5**
5/1/2025	5,000	2.75	073152BD1**
5/1/2026	5,000	2.90	073152BE9**
5/1/2027	5,000	3.05	073152BF6**
5/1/2028	5,000	3.20	073152BG4**
5/1/2029	5,000	3.35	073152BH2**
5/1/2030	5,000	3.50	073152BJ8**
5/1/2031	5,000	3.65	073152BK5**
5/1/2032	5,000	3.80	073152BL3**
5/1/2033	5,000	3.90	073152BM1**
5/1/2034	5,000	4.00	073152BN9**
5/1/2035	5,000	4.10	073152BP4**

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before May 1, 2022.

Said Bonds will cease to bear interest on May 1, 2022.

By Order of the Village Board of the Village of Bayside Village Clerk

Dated	

<sup>\*</sup>To be provided by registered or certified mail, overnight express delivery, facsimile or electronic transmission or in any other manner required by the Depository, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to May 1, 2022. This Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at <a href="https://www.emma.msrb.org">www.emma.msrb.org</a>.

<sup>\*\*</sup> Represents a portion of the principal amount outstanding of this maturity.

# CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW PUBLIC NOTICE REQUIREMENTS

	.t,	(name)			(title)	
of						
			cial name of muni	cipality)		
hereb	y certify that:					
	1. Meeti	ng Date. On the	day of		, 20 a	
				meeting wa	s held commencing	
((	County Board, C	Common Council, e	etc.)			
at	o'clock	.m. at				·
	2. Postir	ng. On the	day of	, 20	_ at approximately	
	o'clock	.m., I posted or o	caused to be poste	d a notice setti	ng forth the time, dat	te,
place	and subject ma	tter (including spec	effic reference to t	he borrowing)	of said meeting in th	æ
follov	wing public place	ces (include any po	sting of the notice	on the municip	pality's website and	
attacl	n an extra sheet	if necessary):				
			AND/OR			
	Publi	cation. The				
	· · · · · · · · · · · · · · · · · · ·		(County, C	ity, etc.)		
cause	ed a notice setti	ng forth the <u>time, d</u>	ate, place and sub	ject matter (inc	luding specific refer	ence
to the	borrowing) of	said meeting to be	published on the	day of	, 20	O
by th	e following nev	vs medium or medi	a (attach an extra	sheet if necessa	ary):	
~ J			`			
		(If notice was pu	blished rather thance.	n posted, attaci	сору	

3.	Notification of Media. On	the day of	, 20 at
approximately	y o'clockm., I	communicated or caused t	to be communicated, the
time, date, pla	ace and subject matter (includ	ing specific reference to the	ne borrowing) of said
meeting to the	ose news media who have file	ed a written request for suc	h notice, and to the official
newspaper of	the(County, City, et	or, if none exis	ts, to a news medium
likely to give	notice in the area.		
4.	Open Meeting Law Comp	liance. Said meeting was	a
(regular, spec	ial, adjourned annual, etc.)	meeting	g of the
conducted in	rd, Common Council, etc.) open session in compliance wany other applicable local rule		
Attest:		Name: Title:	
Name: Title:		<sub>т</sub> инимания	(SEAL)
	(Note:	Questions regarding this compliance generally shounded or Quarles & B	s form or open meeting law nould be directed to local rady LLP.)

### Excerpts of Minutes of Meeting of the Village Board of the Village of Bayside

A meeting of the Village Board of the Village of Bayside, Milwaukee and Ozaukee Counties, Wisconsin, was duly called, noticed, held and conducted in the manner required by the Village Board and the pertinent Wisconsin Statutes on March 17, 2022. The President called the meeting to order at
The following members were present:
The following members were absent:
(Here occurred business not pertinent to the redemption of the 2015A Bonds.)
The following resolution was then moved by and seconded by:
RESOLUTION NO

RESOLUTION AUTHORIZING THE REDEMPTION OF THE VILLAGE'S SPECIAL ASSESSMENT B BONDS, SERIES 2015A, DATED MAY 7, 2015

(A true copy of the resolution as adopted is attached hereto and incorporated herein by reference.)

Upon the vote being taken, the following voted			
Aye:			
Nay:			
Abstaining:			
and the resolution was declared adopted.			
(Here occurred business not pertinent to the redemption of the 2015A Bonds.)			
Upon motion made and seconded, the Village Board adjourned.			
*********			
Certification of Minutes Excerpt			
I am the duly qualified and acting Village Clerk of the Village of Bayside, Milwaukee and Ozaukee Counties, Wisconsin.			
I hereby certify that the foregoing is a true and correct excerpt of the official minutes of the Village Board meeting of March 17, 2022, with respect to Village Board action to authorize the redemption of the Special Assessment B Bonds, Series 2015A, dated May 7, 2015.			
I further certify that the attached is a true and correct copy of the resolution adopted by the Village Board at such meeting.			
IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on March 17, 2022.			
(SEAL)			
Village Clerk			

## RESOLUTION APPOINTING BOND TRUST SERVICES CORPORATION TO SERVE AS FISCAL AGENT IN CONNECTION WITH OUTSTANDING OBLIGATIONS

WHEREAS, the Village of Bayside, Wisconsin (the "Village") has outstanding the issues described on Exhibit A (the "Obligations");

WHEREAS, the Obligations were issued in book-entry-only form registered in the name of CEDE & CO. as nominee of The Depository Trust Company, New York, New York ("DTC"), and DTC acts as securities depository of the Obligations;

WHEREAS, the Village Clerk serves as the fiscal agent for the Obligations;

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to appoint a bank or trust company to serve as fiscal agent and to perform the duties of registrar and paying agent with respect to all of the Obligations; and

WHEREAS, the Village Board now deems it to be necessary, desirable and in the best interest of the Village to enter into contracts with Bond Trust Services Corporation, Roseville, Minnesota to serve as the Village's fiscal agent with respect to the Obligations and to serve as registrar and paying agent for such Obligations.

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

- 1. Appointment. The Village hereby appoints Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") to serve as its fiscal agent with respect to the Obligations pursuant to Wis. Stats. Sec. 67.10(2). The Village President and Village Clerk are hereby authorized and directed to enter into contracts with the Fiscal Agent to act on the Village's behalf (the "Fiscal Agency Agreements"). The Fiscal Agency Agreements between the Village and the Fiscal Agent shall be substantially in the forms attached hereto as Exhibit B-1 through Exhibit B-5 and incorporated herein by this reference and 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 Obligations.
- 2. <u>Payment of the Obligations</u>. The principal of and interest on the Obligations shall be paid by the Fiscal Agent in accordance with the terms of the Fiscal Agency Agreements and the resolutions authorizing the Obligations.
- 3. <u>Notice of Appointment of Fiscal Agent</u>. The officers of the Village are authorized and directed to work with the Village's municipal advisor, Ehlers & Associates, Inc., to provide notice of the appointment of the Fiscal Agent to DTC and to issue a material event notice regarding the appointment of the Fiscal Agent in accordance with the terms of the Village's continuing disclosure obligations with respect to the Obligations under Rule 15c2-12 of the Securities and Exchange Commission.

4. <u>Conflicting Resolutions; Effective Date</u> . The resolutions authorizing the Obligations are hereby ratified and confirmed in all respects except as specifically provided herein. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.			
Adopted and recorded this 17th day of March, 2022.			
A TWO CITY	Village President		
ATTEST:			
Village Clerk		(SEAL)	
v mage Cicik		(3-1-)	

### **EXHIBIT A**

### **DESCRIPTION OF ISSUES**

- 1. General Obligation Fire Department Project Refunding Bonds, Series 2012A, dated April 26, 2012 (the "2012A Bonds")
- 2. General Obligation Corporate Purpose Bonds, Series 2014A, dated December 10, 2014 (the "2014A Bonds")
- 3. Special Assessment B Bonds, Series 2015A, dated May 7, 2015 (the "2015A Bonds")
- 4. General Obligation Promissory Notes, Series 2016A, dated June 29, 2016 (the "2016A Notes")
- 5. Taxable General Obligation Refunding Bonds, Series 2021B, dated April 1, 2021 (the "2021B Bonds")

### EXHIBITB-1

### FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of 1st day of April, 2022 between the Village of Bayside, Wisconsin ("Municipality"), and Bond Trust Services Corporation, Roseville, Minnesota, a wholly owned subsidiary of Ehlers & Associates, Inc. ("Bank" or "Fiscal Agent"), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03 and authorized by the Department of Financial Institutions of the State of Wisconsin to operate in Wisconsin pursuant to Wisconsin Statutes Section 223.12.

### WITNESSETH:

WHEREAS, the Municipality has duly authorized and issued its \$1,605,000 General Obligation Fire Department Project Refunding Bonds, Series 2012A, dated April 26, 2012 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on March 1, 2012 and April 5, 2012 (collectively, the "Resolution"); and

WHEREAS, the Municipality issued the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to Section 67.10(2), Wisconsin Statutes and a resolution adopted on March 17, 2022 the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

### I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

### II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

### III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of August 1, 2022 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal

Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on <u>Schedule A</u> which is attached hereto and incorporated herein by this reference.

### IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

### V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

### VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

### VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

- (a) <u>Principal Payments</u>. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.
- (b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price.

Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

## VIII, UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

## IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

### X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

### XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

### XII. MISCELLANEOUS

- (a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.
- (b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and

deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

- (iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.
- (v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.
- (c) <u>Termination</u>. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

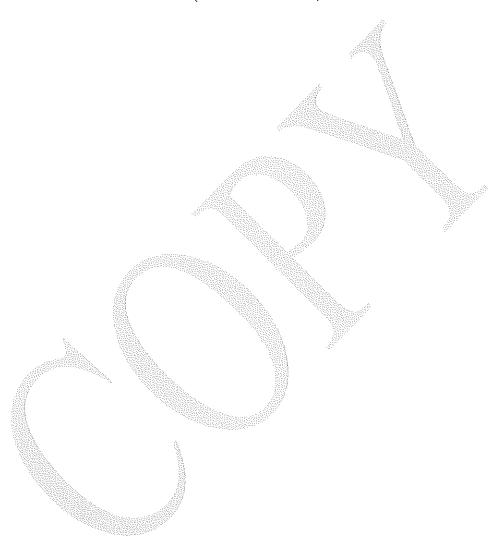
(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

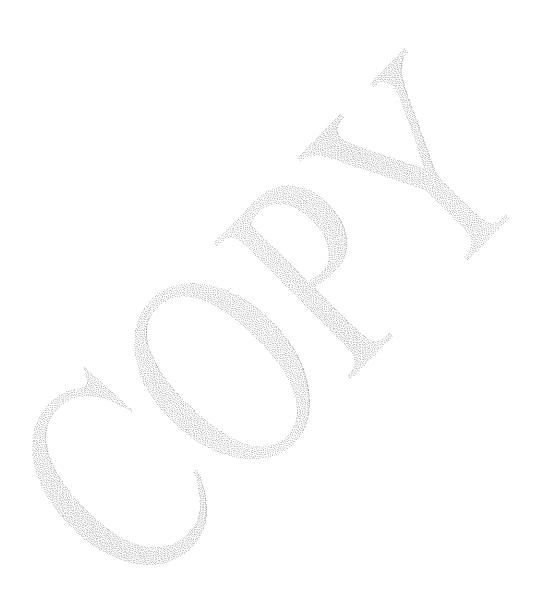
	VILLAGE OF BAYSIDE, MILWAUKEE
	AND OZAUKEE COUNTIES,
	WISCONSIN
	Ву
	President
(SEAL)	
	, Village Clerk
	BOND TRUST SERVICES
	CORPORATION, ROSEVILLE,
	MINNESOTA Fiscal Agent
	Tiscal Agent
(SEAL)	By
(SEAL)	Paying Agent Administrator

## SCHEDULE A

Debt Service Schedule \$1,605,000 General Obligation Fire Department Project Refunding Bonds, Series 2012A of the Village of Bayside, Wisconsin dated April 26, 2012



## SCHEDULE B



### EXHIBIT B-2

### FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of 1st day of April, 2022 between the Village of Bayside, Wisconsin ("Municipality"), and Bond Trust Services Corporation, Roseville, Minnesota, a wholly owned subsidiary of Ehlers & Associates, Inc. ("Bank" or "Fiscal Agent"), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03 and authorized by the Department of Financial Institutions of the State of Wisconsin to operate in Wisconsin pursuant to Wisconsin Statutes Section 223.12.

#### WITNESSETH:

WHEREAS, the Municipality has duly authorized and issued its \$7,345,000 General Obligation Corporate Purpose Bonds, Series 2014A, dated December 10, 2014 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on October 13, 2014 and November 20, 2014 (collectively, the "Resolution"); and

WHEREAS, the Municipality issued the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to Section 67.10(2), Wisconsin Statutes and a resolution adopted on March 17, 2022 the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

### I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

#### II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

### III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of June 1, 2022 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal

Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on <u>Schedule A</u> which is attached hereto and incorporated herein by this reference.

### IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

### V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

### VI. <u>INTEREST PAYMENT</u>

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

## VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

- (a) <u>Principal Payments</u>. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.
- (b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price.

Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

## VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

## IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

### X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

## XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on  $\underline{Schedule\ B}$  hereto.

### XII. MISCELLANEOUS

- (a) <u>Nonpresentment of Checks</u>. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.
- (b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and

deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

- (iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.
- (v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.
- (c) <u>Termination</u>. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

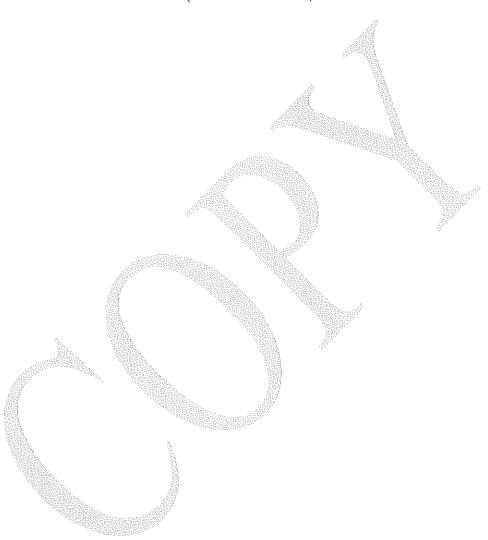
(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

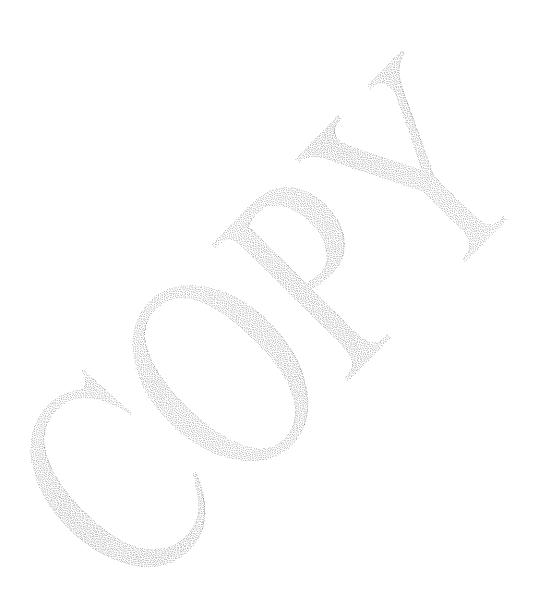
	VILLAGE OF BAYSIDE, MILWAUKEE
	AND OZAUKEE COUNTIES,
	WISCONSIN
	By
	President
(SEAL)	
	Village Clerk
	BOND TRUST SERVICES
	CORPORATION, ROSEVILLE,
	MINNESOTA
	Fiscal Agent
(SEAL)	By
(	Paying Agent Administrator

## SCHEDULE A

Debt Service Schedule \$7,345,000 General Obligation Corporate Purpose Bonds, Series 2014A of the Village of Bayside, Wisconsin dated December 10, 2014



## **SCHEDULE B**



### EXHIBITB-3

### FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of 1st day of April, 2022 between the Village of Bayside, Wisconsin ("Municipality"), and Bond Trust Services Corporation, Roseville, Minnesota, a wholly owned subsidiary of Ehlers & Associates, Inc. ("Bank" or "Fiscal Agent"), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03 and authorized by the Department of Financial Institutions of the State of Wisconsin to operate in Wisconsin pursuant to Wisconsin Statutes Section 223.12.

#### WITNESSETH:

WHEREAS, the Municipality has duly authorized and issued its \$4,390,000 Special Assessment B Bonds, Series 2015A, dated May 7, 2015 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolution adopted by the Municipality on April 9, 2015 (the "Resolution"); and

WHEREAS, the Municipality issued the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to Section 67.10(2), Wisconsin Statutes and a resolution adopted on March 17, 2022 the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

### I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

## II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

### III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of May 1, 2022 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal

Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on <u>Schedule A</u> which is attached hereto and incorporated herein by this reference.

### IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

### V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

### VI. INTERESTPAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

## VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

- (a) <u>Principal Payments</u>. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.
- (b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price.

Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

## VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

## IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

### X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

### XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

### XII. MISCELLANEOUS

- (a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.
- (b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and

deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

- (iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.
- (v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.
- (c) <u>Termination</u>. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

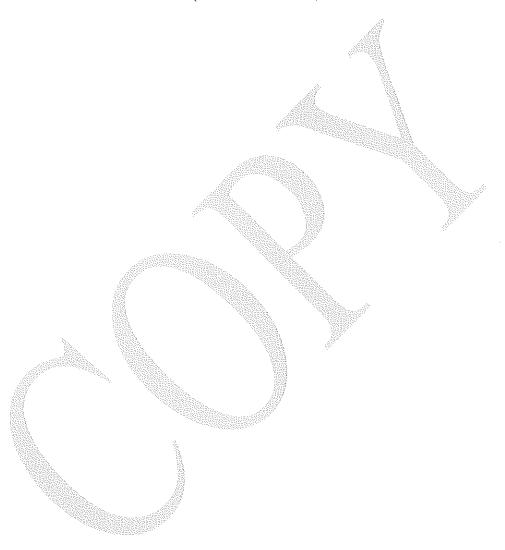
(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

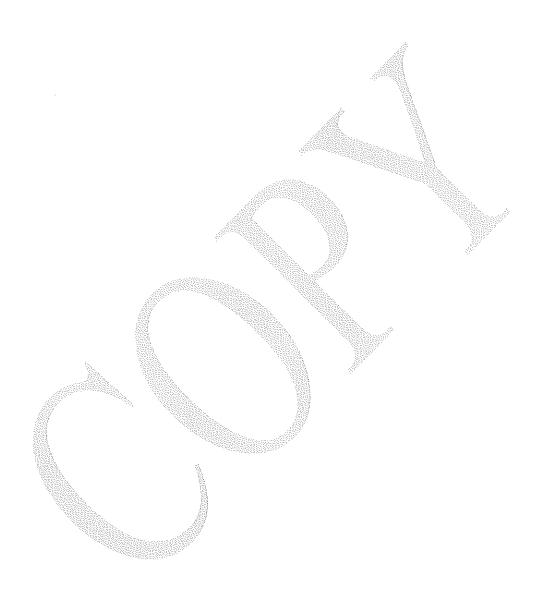
	VILLAGE OF BAYSIDE, MILWAUKEE
	AND OZAUKEE COUNTIES,
	WISCONSIN
	Ву
	President
(SEAL)	
	Village Clerk
	v mage Olera
	BOND TRUST SERVICES
	CORPORATION, ROSEVILLE,
	MINNESOTA
	Fiscal Agent
(SEAL)	By
` /	Paying Agent Administrator

## SCHEDULE A

Debt Service Schedule \$4,390,000 Special Assessment B Bonds, Series 2015A of the Village of Bayside, Wisconsin dated May 7, 2015



## SCHEDULE B



### EXHIBITB-4

### FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of 1st day of April, 2022 between the Village of Bayside, Wisconsin ("Municipality"), and Bond Trust Services Corporation, Roseville, Minnesota, a wholly owned subsidiary of Ehlers & Associates, Inc. ("Bank" or "Fiscal Agent"), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03 and authorized by the Department of Financial Institutions of the State of Wisconsin to operate in Wisconsin pursuant to Wisconsin Statutes Section 223.12.

#### WITNESSETH:

WHEREAS, the Municipality has duly authorized and issued its \$1,035,000 General Obligation Promissory Notes, Series 2016A, dated June 29, 2016 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on May 19, 2016 and June 9, 2016 (collectively, the "Resolution"); and

WHEREAS, the Municipality issued the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to Section 67.10(2), Wisconsin Statutes and a resolution adopted on March 17, 2022 the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

## I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

## II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

### III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of September 1, 2022 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal

Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on <u>Schedule A</u> which is attached hereto and incorporated herein by this reference.

### IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

### V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

### VI. INTERESTPAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

## VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

- (a) <u>Principal Payments</u>. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.
- (b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price.

Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

## VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

## IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

### X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

### XI. <u>FEES</u>

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on  $\underline{Schedule\ B}$  hereto.

### XII. MISCELLANEOUS

- (a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.
- (b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and

deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

- (iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.
- (v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.
- (c) <u>Termination</u>. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

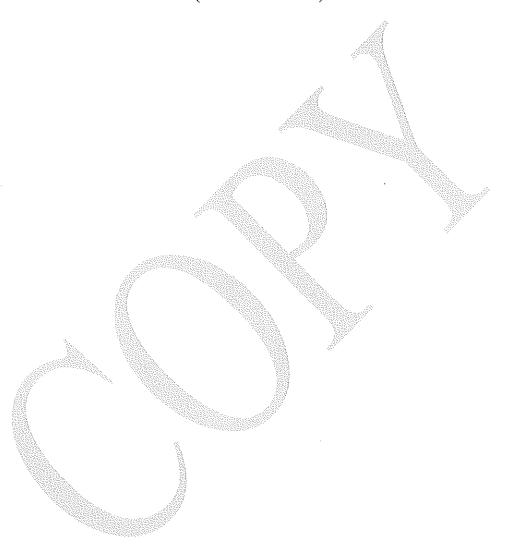
(d) <u>Execution in Counterparts</u>. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

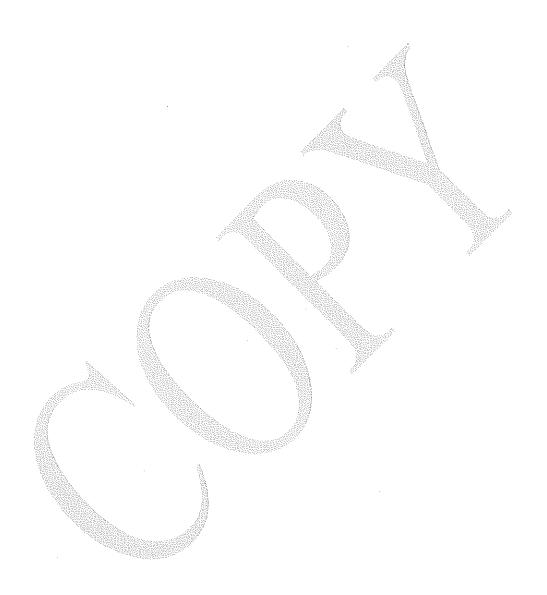
	VILLAGE OF BAYSIDE, MILWAUKEE AND OZAUKEE COUNTIES, WISCONSIN
	ByPresident
(SEAL)	President
	Village Clerk
	BOND TRUST SERVICES
	CORPORATION, ROSEVILLE,
	MINNESOTA  Final A part
	Fiscal Agent
(OF AT )	By
(SEAL)	Paying Agent Administrator

## SCHEDULE A

Debt Service Schedule \$1,035,000 General Obligation Promissory Notes, Series 2016A of the Village of Bayside, Wisconsin dated June 29, 2016



## SCHEDULE B



#### EXHIBITB-5

### FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of 1st day of April, 2022 between the Village of Bayside, Wisconsin ("Municipality"), and Bond Trust Services Corporation, Roseville, Minnesota, a wholly owned subsidiary of Ehlers & Associates, Inc. ("Bank" or "Fiscal Agent"), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03 and authorized by the Department of Financial Institutions of the State of Wisconsin to operate in Wisconsin pursuant to Wisconsin Statutes Section 223.12.

#### WITNESSETH:

WHEREAS, the Municipality has duly authorized and issued its \$3,490,000 Taxable General Obligation Refunding Bonds, Series 2021B, dated April 1, 2021 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on February 12, 2021 and March 18, 2021 (collectively, the "Resolution"); and

WHEREAS, the Municipality issued the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to Section 67.10(2), Wisconsin Statutes and a resolution adopted on March 17, 2022 the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

### I, APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

### II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

#### III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of June 1, 2022 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal

Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on <u>Schedule A</u> which is attached hereto and incorporated herein by this reference.

### IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

### V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

### VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

## VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

- (a) <u>Principal Payments</u>. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.
- (b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price.

Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

## VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

### IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

#### X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

### XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

### XII. MISCELLANEOUS

- (a) <u>Nonpresentment of Checks</u>. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.
- (b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and

deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

- (iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.
- (v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.
- (c) <u>Termination</u>. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

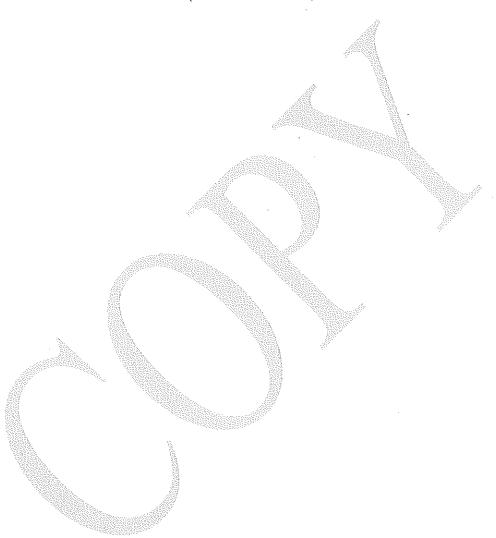
(d) <u>Execution in Counterparts</u>. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

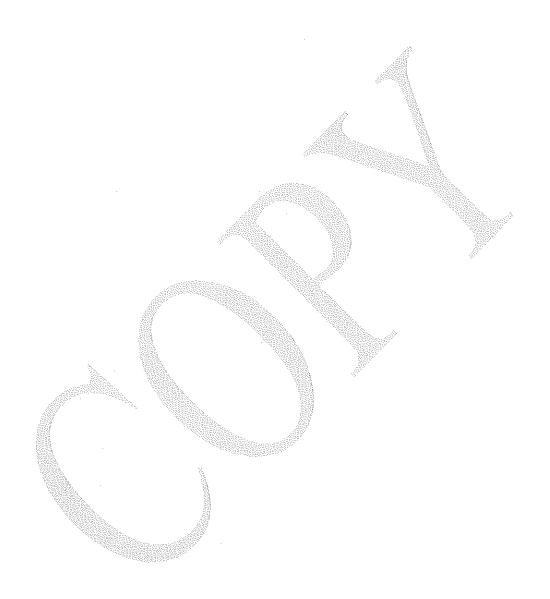
	VILLAGE OF BAYSIDE, MILWAU
	AND OZAUKEE COUNTIES,
	WISCONSIN
	WIDCONDIN
	D
	By
	President
(SEAL)	
,	
	Village Clerk
	BOND TRUST SERVICES
	CORPORATION, ROSEVILLE,
	MINNESOTA
	Fiscal Agent
(SEAL)	By
	Paying Agent Administrator

## SCHEDULE A

Debt Service Schedule \$3,490,000 Taxable General Obligation Refunding Bonds, Series 2021B of the Village of Bayside, Wisconsin dated April 1, 2021



## SCHEDULE B



# CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW PUBLIC NOTICE REQUIREMENTS

	(name)	(title)	
of			
	(official name of munic	ipality)	
hereby	certify that:		
	1. Meeting Date. On the day of	, 20 a	
		_ meeting was held commencing	
(Cc	ounty Board, Common Council, etc.)		
at	o'clockm. at	•	
	2. <b>Posting</b> . On the day of	, 20 at approximately	
	o'clockm., I posted or caused to be posted	l a notice setting forth the time, date,	
nlage o	nd subject matter finelyding specific reference to th	ne horrowing) of said meeting in the	
followi	ing public places (include any posting of the notice	on the municipality's website and	
attach a	an extra sheet if necessary):		
attach an extra sheet if necessary):			
	AND/OR		
	Publication The		
	(name) (title)  (official name of municipality)  treby certify that:  1. Meeting Date: On the day of, 20 a		
caused			
to the b	porrowing) of said meeting to be published on the	day of	
hy the	following news medium or media (attach an extra s	heet if necessary):	
oy the	TOHOWING HOWS INCULARIAN OF INCULA (ACCOUNT AND CITIES I		
	(If notice was published rather than of published notice).	posted, attach copy	

3.	Notification of Media.	On the _	day of	, 20 at
approximately	o'clockn	n., I com	nunicated or caused to l	be communicated, the
time, date, pla	ce and subject matter (in	cluding s	pecific reference to the	borrowing) of said
meeting to tho	se news media who have	e filed a v	vritten request for such	notice, and to the official
newspaper of	the(County, Cit	y, etc.)	, or, if none exists,	to a news medium
likely to give 1	notice in the area.			
4.	Open Meeting Law Co	mplianc	e. Said meeting was a	
			meeting o	of the
(regular, speci	al, adjourned annual, etc	)		
,	l, Common Council, etc.	)	_ which was called, no ubchapter V of Chapter	
Statutes and an	ny other applicable local	rules and	l State statutes.	
Attest:				
Name: Title:				
	me:			
	(Note:	co	nestions regarding this formally shown and the mpliance generally shown and the most of Quarles & Brack	

## Excerpts of Minutes of Meeting of the Village Board of Village of Bayside

A meeting of the Village Board of Village of Bayside, Wisconsin, was duly called, noticed, held and conducted in the manner required by the Village Board and the pertinent Wisconsin Statutes on March 17, 2022. The Village President called the meeting to order atp.m.
The following members were present:
The following members were absent:
(Here occurred business not pertinent to fiscal agent matters.)
The following resolution was then moved by and seconded by:
RESOLUTION NO
RESOLUTION APPOINTING BOND TRUST SERVICES CORPORATION TO SERVE AS FISCAL AGENT IN CONNECTION WITH OUTSTANDING OBLIGATIONS
(A true copy of the resolution as adopted is attached hereto and incorporated herein by reference.)

Upon the vote being taken, the following voted
Aye:
Nay:
Abstaining:
and the resolution was declared adopted.
(Here occurred business not pertinent to fiscal agent matters.)
Upon motion made and seconded, the Village Board adjourned.
********
Certification of Minutes Excerpt
I am the duly qualified and acting Village Clerk of Village of Bayside, Wisconsin.
I hereby certify that the foregoing is a true and correct excerpt of the official minutes of the Village Board meeting of March 17, 2022 with respect to Village Board action to appoint a fiscal agent for certain outstanding obligations of the Village.
I further certify that the attached is a true and correct copy of the resolution adopted by the Village Board at such meeting.
IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on March 17, 2022.
(SEAL)
Village Clerk

## FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of 1st day of April, 2022 between the Village of Bayside, Wisconsin ("Municipality"), and Bond Trust Services Corporation, Roseville, Minnesota, a wholly owned subsidiary of Ehlers & Associates, Inc. ("Bank" or "Fiscal Agent"), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03 and authorized by the Department of Financial Institutions of the State of Wisconsin to operate in Wisconsin pursuant to Wisconsin Statutes Section 223.12.

### WITNESSETH:

WHEREAS, the Municipality has duly authorized and issued its \$1,605,000 General Obligation Fire Department Project Refunding Bonds, Series 2012A, dated April 26, 2012 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on March 1, 2012 and April 5, 2012 (collectively, the "Resolution"); and

WHEREAS, the Municipality issued the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to Section 67.10(2), Wisconsin Statutes and a resolution adopted on March 17, 2022 the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

### I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

### II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

## III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of August 1, 2022 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal

Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on <u>Schedule A</u> which is attached hereto and incorporated herein by this reference.

## IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

## V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

## VI, INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

## VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

- (a) <u>Principal Payments</u>. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.
- (b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

## VIII. <u>UTILIZATION OF THE DEPOSITORY TRUST COMPANY</u>

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

## IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

### X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

### XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

## XII. MISCELLANEOUS

- (a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.
- (b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and

deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

- (iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.
- (v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.
- (c) <u>Termination</u>. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

VILLAGE OF BAYSIDE, MILWAUKEE
AND OZAUKEE COUNTIES,
WISCONSIN

By \_\_\_\_\_\_\_
President

Village Clerk

BOND TRUST SERVICES
CORPORATION, ROSEVILLE,
MINNESOTA
Fiscal Agent

(SEAL)

By \_\_\_\_\_\_
Paying Agent Administrator

## SCHEDULE A

Debt Service Schedule \$1,605,000 General Obligation Fire Department Project Refunding Bonds, Series 2012A of the Village of Bayside, Wisconsin dated April 26, 2012

## Village of Bayside, Wisconsin

\$1,605,000 General Obligation Fire Department Project Refunding Bonds

Dated: April 26, 2012

Winning Bidder: Bankers' Bank

## **Debt Service Schedule**

					Fiscal
Date	Principal	Coupon	Interest	Total P+I	Total
04/26/2012	-	÷		\ <b>p</b>	•
02/01/2013	*	•	18,276.04	18,276.04	
08/01/2013	15,000.00	0.600%	11,962.50	26,962.50	45,238.54
02/01/2014		•	11,917.50	11,917.50	•
08/01/2014	155,000.00	0.600%	11,917.50	166,917.50	178,835,00
02/01/2015			11,452.50	11,452.50	.•
08/01/2015	155,000.00	0.800%	11,452.50	166,452.50	177,905.00
02/01/2016	•	•	10,832.50	10,832.50	-
08/01/2016	155,000.00	1.000%	10,832.50	165,832.50	176,665.00
02/01/2017			10,057.50	10,057.50	4
08/01/2017	160,000.00	1.200%	10,057.50	170,057.50	180,115.00
02/01/2018	•	•	9,097.50	9,097.50	-
08/01/2018	160,000.00	1.400%	9,097.50	169,097.50	178,195.00
02/01/2019	•	*	7,977.50	7,977.50	
08/01/2019	160,000.00	1.600%	7,977,50	167,977.50	175,955.00
02/01/2020	200,000,00	*	6,697,50	6,697.50	
08/01/2020	160,000.00	1.800%	6,697.50	166,697.50	173,395.00
02/01/2021	.00,000.00	*	5,257.50	5,257,50	
08/01/2021	160,000.00	2,000%	5,257.50	165,257.50	170,515.00
02/01/2022	100,000,00	2,00070	3,657.50	3,657.50	
08/01/2022	160,000.00	2,200%	3,657.50	163,657.50	167,315.00
02/01/2023	100,000.00	2.20074	1,897.50	1,897,50	
08/01/2023	165,000.00	2,300%	1,897.50	166,897.50	168,795.00
Total	\$1,605,000.00	: <del></del>	\$187,928.54	\$1,792,928.54	
Yield Statistics					
Bond Year Dollars			en e	en la companya de la	\$10,848,54
Average Life					6.759 Years
Average Coupon		<u> </u>	Comprehensive the second secon	The state of the s	1.7322931%
Net Interest Cost (NIC)	<b>i</b>				1.7692796%
True Interest Cost (TIC		•			1.7604722%
Bond Yield for Arbitra					1.7209248%
All Inclusive Cost (AIC					2,1563314%
IRS Form 8038			- : .		1,555555
Net Interest Cost		ALEMANDEL COMMON THE REAL PROPERTY OF THE PERSON OF THE PE		- an account on the special party of the second of the sec	1.7322931%
Weighted Average Mat	turity			*** "	6.759 Year

## SCHEDULE B

## FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of 1st day of April, 2022 between the Village of Bayside, Wisconsin ("Municipality"), and Bond Trust Services Corporation, Roseville, Minnesota, a wholly owned subsidiary of Ehlers & Associates, Inc. ("Bank" or "Fiscal Agent"), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03 and authorized by the Department of Financial Institutions of the State of Wisconsin to operate in Wisconsin pursuant to Wisconsin Statutes Section 223.12.

### WITNESSETH:

WHEREAS, the Municipality has duly authorized and issued its \$7,345,000 General Obligation Corporate Purpose Bonds, Series 2014A, dated December 10, 2014 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on October 13, 2014 and November 20, 2014 (collectively, the "Resolution"); and

WHEREAS, the Municipality issued the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to Section 67.10(2), Wisconsin Statutes and a resolution adopted on March 17, 2022 the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

### I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

### II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

### III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of June 1, 2022 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal

Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on <u>Schedule A</u> which is attached hereto and incorporated herein by this reference.

### IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

### V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

### VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

### VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

- (a) <u>Principal Payments</u>. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.
- (b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price.

Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

## VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

## IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

## X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

## XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

### XII. MISCELLANEOUS

- (a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.
- (b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and

deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

- (iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.
- (v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.
- (c) <u>Termination</u>. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

VILLAGE OF BAYSIDE, MILWAUKEE
AND OZAUKEE COUNTIES,
WISCONSIN

By \_\_\_\_\_\_\_
President

Village Clerk

BOND TRUST SERVICES
CORPORATION, ROSEVILLE,
MINNESOTA
Fiscal Agent

By \_\_\_\_\_\_\_
Paying Agent Administrator

## SCHEDULE A

Debt Service Schedule \$7,345,000 General Obligation Corporate Purpose Bonds, Series 2014A of the Village of Bayside, Wisconsin dated December 10, 2014

Village of Bayside, Wisconsin \$7,345,000 General Obligation Corporate Purpose Bonds, Series 2014A Issue Summary

Dated: December 10, 2014 Winning Bidder: Robert W. Baird & Co., Inc.

## **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+!	Fiscal Total
12/10/2014	•	•	•		•
06/01/2015	•	•	87,975.94	87,975.94	a. aan 200 10
12/01/2015	55,000.00	2.000%	92,606.25	147,606.25	235,582.19
06/01/2016	•	•	92,056:25	92,056,25	000 117 60
12/01/2016	815,000.00	2,000%	92,056.25	907,056.25	999,112.50
06/01/2017			83,906,25	83,906.25	1,012,812.50
12/01/2017	845,000.00	2.000%	83,906,25	928,906,25 75,456,25	1,012,812.20
06/01/2018	*	2 0000	75,456.25	965,456.25	1,040,912,50
12/01/2018	890,000.00	2.000%	75,456,25 66,556,25	66,556.25	1,0,0,0,0
06/01/2019		2.000%	66,556.25	411,556.25	478,112.50
12/01/2019	345,000.00	2.00076	63,106.25	63,106.25	,
06/01/2020	9.46.000.00	2.000%	63,106.25	408,106.25	471,212.50
12/01/2020	345,000,00	2,00076	59,656.25	59,656.25	
06/01/2021	****	2.000%	59,656,25	409,656,25	469,312,50
12/01/2021	350,000.00	2,00070	56,156.25	56,156.25	•
06/01/2022	0.50.000.00	3,000%	56,156.25	406,156.25	462,312,50
12/01/2022	350,000.00	3,00076	50,906,25	50,906.25	*
06/01/2023	Part 000 00	3,000%	50,906.25	375,906.25	426,812.50
12/01/2023	325,000,00	3,000%	46,031,25	46,031.25	*
06/01/2024	********	3.000%	46,031,25	371,031.25	417,062.50
12/01/2024	325,000.00	3.00070	41,156.25	41,156.25	***************************************
06/01/2025	************	3.000%	41,156.25	366,156.25	407,312.50
12/01/2025	325,000.00	3,00070	36,281,25	36,281,25	
06/01/2026	325,000.00	3,000%	36,281,25	361,281,25	397,562,50
12/01/2026	252,000,00	, 1700ó.	31,406,25	31,406.25	
06/01/2027	325,000,00	3,000%	31,406.25	356,406,25	387,812.50
12/01/2027	323,000.00	3,09070	26,531,25	26,531,25	
06/01/2028	325,000.00	3.000%	26,531,25	351,531.25	378,062,50
12/01/2028	323,000.00	3.00070	21,656,25	21,656.25	
06/01/2029	325,000.00	3,000%	21,656,25	346,656,25	368,312.50
12/01/2029	323,000,00	3,00076	16,781.25	16,781.25	
06/01/2030	325,000.00	3,000%	16,781.25	341,781.25	358,562,50
, 12/01/2030 06/01/2031	323,000,00	3,00070	11,906.25	11,906.25	
12/01/2031	225,000,00	3,125%	11,906.25	236,906.25	248,812,50
06/01/2032	223,000,00	5,12576	8,390.63	8,390,63	
12/01/2032	225,000,00	3,125%	8,390.63	233,390.63	241,781.26
06/01/2033	223,000,00		4,875.00	4,875.00	
12/01/2033	200,000.00	3,250%	4,875.00	204,875.00	209,750.00
06/01/2034	200,000.00	9,25070	1,625.00	1,625,00	•
12/01/2034	100,000.00	3.250%	1,625.00	101,625.00	103,250.00
Total	\$7,345,000,00		\$1,769,463.45	\$9,114,463.45	•
Yield Statistics				į	
		· · · · · · · · · · · · · · · · · · ·		***************************************	\$62,816.38
Bond Year Dollars Average Life				•	8,552 Years
Average Coupon					2,8168825%
Average Coupon		•			
Net Interest Cost (NIC) True Interest Cost (TIC)					2,6026528%
					2.5440316%
Bond Yield for Arbitrage Purp	oses		,		2,3940023%
All Inclusive Cost (AIC)	•				2.5137466%
IRS Form 8038					2.4627678%
Net Interest Cost Weighted Average Maturity					8,480 Years
14A\$7500 GO Bonde FINAL   Issue	• Summary   11/20/2814	I 12:22 PM			
14A\$/300 GO BOING FIRAL   1580					



## SCHEDULE B

### FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of 1st day of April, 2022 between the Village of Bayside, Wisconsin ("Municipality"), and Bond Trust Services Corporation, Roseville, Minnesota, a wholly owned subsidiary of Ehlers & Associates, Inc. ("Bank" or "Fiscal Agent"), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03 and authorized by the Department of Financial Institutions of the State of Wisconsin to operate in Wisconsin pursuant to Wisconsin Statutes Section 223.12.

### WITNESSETH:

WHEREAS, the Municipality has duly authorized and issued its \$4,390,000 Special Assessment B Bonds, Series 2015A, dated May 7, 2015 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolution adopted by the Municipality on April 9, 2015 (the "Resolution"); and

WHEREAS, the Municipality issued the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to Section 67.10(2), Wisconsin Statutes and a resolution adopted on March 17, 2022 the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

### I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

### II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

### III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of May 1, 2022 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal

Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on <u>Schedule A</u> which is attached hereto and incorporated herein by this reference.

## IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

### V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

## VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

## VII, PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

- (a) <u>Principal Payments</u>. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.
- (b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) <u>Additional Notice of Redemption</u>. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price.

Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

## VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

## IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

## X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

## XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

## XII. MISCELLANEOUS

- (a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.
- (b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and

deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

- (iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.
- (v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.
- (c) <u>Termination</u>. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

## SCHEDULE A

Debt Service Schedule \$4,390,000 Special Assessment B Bonds, Series 2015A of the Village of Bayside, Wisconsin dated May 7, 2015

## Village of Bayside, Wisconsin

\$4,390,000 Special Assessment B Bonds, Series 2015A SINGLE PURPOSE

Dated: May 7, 2015 Negotiated: Bankers' Bank

## **Debt Service Schedule**

All Inclusive Cost (AIC)

Weighted Average Maturity

15 \$4390m B Bonds FINAL S | SINGLE PURPOSE | 4/8/2015 | 2:41 PM

IRS Form 8038

Net Interest Cost

Date	Principal	Coupon	Interest	Total P+l	Fiscal Tota
05/07/2015	4	•	*	*	
11/01/2015	-	•	60,561.67	60,561.67	60,561.6
05/01/2016	•	•	62,650.00	62,650.00	,
11/01/2016	. •	•	62,650.00	62,650.00	125,300.0
05/01/2017	230,000.00	1,250%	62,650.00	292,650.00	
11/01/2017	•	•	61,212.50	61,212.50	353,862.5
05/01/2018	230,000.00	1.500%	61,212,50	291,212,50	
11/01/2018	•	•	59,487.50	59,487.50	350,700.0
05/01/2019	230,000.00	1.750%	59,487,50	289,487.50	
11/01/2019	-		57,475.00	57,475.00	346,962.5
05/01/2020	230,000,00	2,000%	57,475,00	287,475.00	
11/01/2020		•	55,175.00	55,175.00	342,650.0
05/01/2021	235,000.00	2.150%	55,175,00	290,175.00	
11/01/2021	•	•	52,648.75	52,648.75	342,823.7
05/01/2022	230,000.00	2,300%	52,648.75	282,648,75	
11/01/2022			50,003.75	50,003.75	332,652.5
05/01/2023	230,000.00	2.450%	50,003.75	280,003.75	
11/01/2023		-	47,186.25	47,186.25	327,190.0
05/01/2024	230,000.00	2,600%	47,186.25	277,186.25	
11/01/2024	•		44,196.25	44,196.25	321,382,5
05/01/2025	230,000.00	2,750%	44,196:25	274,196.25	
11/01/2025		•	41,033.75	41,033.75	315,230.0
05/01/2026	235,000.00	2.900%	41,033.75	276,033,75	
11/01/2026	,		37,626,25	37,626,25	313,660.0
05/01/2027	230,000.00	3,050%	37,626,25	267,626.25	•
11/01/2027	,	*	34,118.75	34,118.75	301,745.0
05/01/2028	230,000.00	3,200%	34,118,75	264,118,75	·
11/01/2028	, 220,000,00		30,438.75	30,438,75	294,557.5
05/01/2029	230,000,00	3,350%	30,438.75	260,438.75	•
11/01/2029	250,000,00	-	26,586.25	26,586.25	287,025.0
05/01/2030	230,000.00	3,500%	26,586,25	256,586.25	
11/01/2030	200,000.00	,	22,561,25	22,561.25	279,147,5
05/01/2031	235,000.00	3.650%	22,561.25	257,561.25	
11/01/2031	233,000,00	5.05070	18,272,50	18,272.50	275,833,7
05/01/2032	230,000.00	3,800%	18,272.50	248,272.50	<b>,</b>
11/01/2032	200,000,00	5,00070	13,902.50	13,902.50	262,175.0
05/01/2033	230,000.00	3.900%	13,902.50	243,902.50	
11/01/2033	230,000.00	3,30076	9,417.50	9,417,50	253,320.0
05/01/2034	230,000,00	4.000%	9,417,50	239,417.50	
11/01/2034	230,000,00	4.00070	4,817.50	4,817.50	244,235.0
	235,000.00	4.100%	4,817.50	239,817.50	2, 1,22010
05/01/2035	,233,000.00	4.10070	4,017.50	232,017,00	239,817.5
11/01/2035					237,011.0
Total	\$4,390,000.00	*	\$1,580,831.67	\$5,970,831.67	
ield Statistics	*			-	
ond Year Dollars					\$48,261.6
verage Life					10.994 Yea
verage Coupon			expression of the second secon	, w	3.2755317
Aciago Combon					
et Interest Cost (NIC)					3,3892344 3,3652911
rue Interest Cost (TIC)					3,3652911
lond Yield for Arbitrage P					

3,5222196%

3.2755317%

10.994 Years

## SCHEDULE B

## FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of 1st day of April, 2022 between the Village of Bayside, Wisconsin ("Municipality"), and Bond Trust Services Corporation, Roseville, Minnesota, a wholly owned subsidiary of Ehlers & Associates, Inc. ("Bank" or "Fiscal Agent"), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03 and authorized by the Department of Financial Institutions of the State of Wisconsin to operate in Wisconsin pursuant to Wisconsin Statutes Section 223.12.

### WITNESSETH:

WHEREAS, the Municipality has duly authorized and issued its \$1,035,000 General Obligation Promissory Notes, Series 2016A, dated June 29, 2016 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on May 19, 2016 and June 9, 2016 (collectively, the "Resolution"); and

WHEREAS, the Municipality issued the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to Section 67.10(2), Wisconsin Statutes and a resolution adopted on March 17, 2022 the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

### I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

## II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

## III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of September 1, 2022 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal

Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on <u>Schedule A</u> which is attached hereto and incorporated herein by this reference.

## IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

## V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

## VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

## VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

- (a) <u>Principal Payments</u>. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.
- (b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

## VIII. <u>UTILIZATION OF THE DEPOSITORY TRUST COMPANY</u>

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

## IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

## X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

## XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

## XII. MISCELLANEOUS

- Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.
- (b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and

deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

- (iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.
- (v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.
- (c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

VILLAGE OF BAYSIDE, MILWAUKEE
AND OZAUKEE COUNTIES,
WISCONSIN

By \_\_\_\_\_\_\_
President

Village Clerk

BOND TRUST SERVICES
CORPORATION, ROSEVILLE,
MINNESOTA
Fiscal Agent

By \_\_\_\_\_\_\_
Paying Agent Administrator

## SCHEDULE A

Debt Service Schedule \$1,035,000 General Obligation Promissory Notes, Series 2016A of the Village of Bayside, Wisconsin dated June 29, 2016

(SEE ATTACHED)

## Village of Bayside, Wisconsin

\$1,035,000 General Obligation Promissory Notes, Series 2016A SINGLE PURPOSE

Dated: June 29, 2016 Winning Bidder: BOSC, Inc.

## **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/29/2016	4	÷	-	•	•
03/01/2017	•	•	13,915.00	13,915.00	
09/01/2017	•	-	10,350.00	10,350.00	24,265.00
03/01/2018	•		10,350,00	10,350.00	
09/01/2018	. •	94. #4	10,350,00	10,350.00	20,700.00
03/01/2019	120,000.00	2.000%	10,350.00	130,350.00	•
09/01/2019	•		9,150.00	9,150.00	139,500.00
03/01/2020	120,000.00	2,000%	9,150.00	129,150.00	
09/01/2020	•	■	7,950.00	7,950.00	137,100.00
03/01/2021	125,000,00	2,000%	7,950.00	132,950.00	
09/01/2021		o production is the following the second	6,700,00	6,700.00	139,650.00
03/01/2022	130,000.00	2,000%	6,700.00	136,700.00	
09/01/2022	*	•	5,400,00	5,400,00	142,100.00
03/01/2023	135,000,00	2,000%	5,400,00	140,400.00	,
09/01/2023	100,000,00	-	4,050,00	4,050,00	144,450.00
03/01/2024	135,000,00	2.000%	4,050,00	139,050,00	
09/01/2024	135,000,00	,	2,700.00	2,700.00	141,750.0
03/01/2025	135,000.00	2,000%	2,700.00	137,700.00	
09/01/2025	130,000,00	-,	1,350,00	1,350.00	139,050.00
03/01/2026	135,000.00	2.000%	1,350.00	136,350,00	
09/01/2026	155,000.00	*		•	136,350.00
	M		\$129,915.00	\$1,164,915.00	
Total	\$1,035,000.00		2152,212,00	41,104,713,00	
leid Statistics			w		
ond Year Dollars					\$6,495.7
verage Life					6,276 Year
verage Coupon	**		. 148		2,00000009
et Interest Cost (NIC)					1.61522239
ue Interest Cost (TIC)					1,59131189
and Yield for Arbitrage Purr	OSCS				1,41067699
Inclusive Cost (AIC)				•	2,14222189
RS Form 8038					1.46328059
et Interest Cost					6.269 Year
eighted Average Maturity					

## SCHEDULE B

(SEE ATTACHED)

## FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of 1st day of April, 2022 between the Village of Bayside, Wisconsin ("Municipality"), and Bond Trust Services Corporation, Roseville, Minnesota, a wholly owned subsidiary of Ehlers & Associates, Inc. ("Bank" or "Fiscal Agent"), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03 and authorized by the Department of Financial Institutions of the State of Wisconsin to operate in Wisconsin pursuant to Wisconsin Statutes Section 223.12.

## WITNESSETH:

WHEREAS, the Municipality has duly authorized and issued its \$3,490,000 Taxable General Obligation Refunding Bonds, Series 2021B, dated April 1, 2021 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on February 12, 2021 and March 18, 2021 (collectively, the "Resolution"); and

WHEREAS, the Municipality issued the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to Section 67.10(2), Wisconsin Statutes and a resolution adopted on March 17, 2022 the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

## I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

## II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

## III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of June 1, 2022 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal

Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on <u>Schedule A</u> which is attached hereto and incorporated herein by this reference.

## IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

## V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

## VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

## VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

- (a) <u>Principal Payments</u>. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.
- (b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price.

Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

## VIII. <u>UTILIZATION OF THE DEPOSITORY TRUST COMPANY</u>

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

## IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

## X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

## XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

## XII. MISCELLANEOUS

- (a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.
- (b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.
- (iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and

deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

- (iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.
- (v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.
- (c) <u>Termination</u>. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

VILLAGE OF BAYSIDE, MILWAUKEE
AND OZAUKEE COUNTIES,
WISCONSIN

By \_\_\_\_\_\_\_
President

Village Clerk

BOND TRUST SERVICES
CORPORATION, ROSEVILLE,
MINNESOTA
Fiscal Agent

(SEAL)

By \_\_\_\_\_\_\_
Paying Agent Administrator

## SCHEDULE A

Debt Service Schedule \$3,490,000 Taxable General Obligation Refunding Bonds, Series 2021B of the Village of Bayside, Wisconsin dated April 1, 2021

(SEE ATTACHED)

## Village of Bayside, Wisconsin

\$3,490,000 Taxable General Obligation Refunding Bonds, Series 2021B

**Issue Summary** 

Dated: April 1, 2021 Winning Bidder: BAIRD

## **Debt Service Schedule**

	Coupon	Interest	Total P+l	Fiscal Total
•	•	-	•	
•	•	45,875.00	45,875.00	45,875.00
-	•	34,406.25	34,406.25	
25,000.00	2.000%	34,406.25	59,406.25	93,812.50
•	*	34,156.25	34,156.25	
355,000.00	2.000%	34,156,25	389,156.25	423,312.50
		30,606.25	30,606,25	-
350,000.00	2.000%	30,606.25		411,212.50
•	•	27,106,25	27,106.25	
345,000.00	2.000%	27,106.25	372,106.25	399,212,50
,		23,656.25		•
340,000.00	2 000%	23,656.25	363,656.25	387,312.50
•	•	20,256.25	20,256.25	
340,000.00	2.000%	20,256.25	360,256.25	380,512.50
		16,856.25	16,856.25	
335,000,00	2.000%	16,856.25	351,856.25	368,712.50
	•	13,506,25	13,506.25	
330,000.00	2 000%	13,506.25	343,506,25	357,012.50
	•	10,206,25	10,206,25	•
330,000.00	1 750%	10,206.25	340,206.25	350,412.50
		7,318.75	7,318.75	•
225,000.00	1.850%	7,318.75	232,318.75	239,637.50
•	•	5,237.50	5,237.50	-
225,000 00	1.950%	5,237.50	230,237.50	235,475.00
	.•	3,043.75	3,043.75	
195,000.00	2.050%	3,043.75	198,043.75	201,087.50
•	•	1,045.00	1,045.00	•
95,000.00	2.200%	1,045.00	96,045.00	97,090.00
\$3,490,000.00		\$500,677.50	53,990,677.50	-
	355,000.00 350,000.00 345,000.00 340,000.00 340,000.00 335,000.00 330,000.00 225,000.00 225,000.00	355,000.00 2 000% 350,000.00 2.000% 345,000.00 2.000% 340,000.00 2.000% 340,000.00 2.000% 335,000.00 2.000% 330,000.00 2.000% 330,000.00 1.750% 225,000.00 1.850% 195,000.00 2.050%	25,000.00	25,000,00         2,000%         34,406.25         59,406.25           34,156.25         34,156.25         34,156.25         389,156.25           355,000,00         2,000%         30,606.25         30,606.25           350,000,00         2,000%         30,606.25         380,606.25           345,000,00         2,000%         27,106.25         372,106.25           340,000,00         2,000%         23,656.25         23,656.25           340,000,00         2,000%         23,656.25         360,256.25           340,000,00         2,000%         20,256.25         360,256.25           340,000,00         2,000%         16,856.25         360,256.25           335,000,00         2,000%         16,856.25         351,856.25           330,000,00         2,000%         13,506.25         343,506.25           330,000,00         2,000%         13,506.25         343,506.25           330,000,00         1,750%         10,206.25         340,206.25           330,000,00         1,850%         7,318.75         232,318.75           225,000,00         1,850%         7,318.75         232,318.75           225,000,00         1,950%         5,237.50         5,237.50           225,000,00

20218 AR TAXABLE 2014 GO   Issue Summery   3/18/2021   11:22 AM	

Bond Yield for Arbitrage Purposes



Not Interest Cost (NIC)

Net Interest Cost

True Interest Cost (TIC)

All Inclusive Cost (AIC)

Weighted Average Maturity

1.7365890%

1.7180721%

## SCHEDULE B

(SEE ATTACHED)

## STATE OF WISCONSIN MILWAUKEE AND OZAUKEE COUNTIES VILLAGE OF BAYSIDE

## A Proclamation Recognizing April 10-16, 2022 as National Public Safety Telecommunications Week

WHEREAS, emergencies can occur at any time that require police, fire, or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of police officers, public works, firefighters, and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who contact the Bayside Communications Center; and,

WHEREAS, public safety telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, public safety telecommunicators are the single vital link for our police officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information and ensuring their safety; and,

WHEREAS, Bayside Communications Center telecommunicators have contributed substantially to the apprehension of criminals, the suppression of fires and treatment of patients; and,

WHEREAS, each telecommunicator has exhibited compassion, understanding and professionalism during the performance of his or her job in the past year;

**NOW, THEREFORE,** I, Eido M. Walny, Village President do hereby proclaim the week of April 10-16, 2022 as:

## NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK

throughout the Village of Bayside in honor of the men and women whose diligence and professionalism keep our village and citizens safe and urge all citizens along with all agencies and organizations to dully note this occasion.

3 1 X 2	337.1	X 7'11	D	
zido M	. Walny,	villag	ge Presid	ent
	i,			



## Bayside Communications Center February **2022**

## **Highlights / Accomplishments**

- BCC Supervisors continued with Emergency Medicant Dispatch onboarding in anticipation of training staff in the fall of 2022.
- Wendy Kraly, of Kraly Solutions, completed the final interviews of the strategic plan development for BCC.
- BCC is completing a remodel which includes the addition of a breakroom, a new office space and new carpet for the center.
- Director Scharnott attending the Wisconsin Association of Women in Policing Conference in Elkhart Lake, which included case studies and lessons learned from recent incidents.

PHONE CALLS



911 CALLS
4,521
13%

98%

1 0%

**POLICE CALLS** 



1,872 1 26%

FIRE CALLS

608 47%

**ALS CALLS** 

REQUEST FOR POLICE



TRAFFIC STOPS

2,531

6%

911 HANG UPS
644
13%

ANSWER TIME

4 Sec

94.83%

DISPATCH TIME
32 Sec
28%

ACCREDITATION



## Police Department February 2022

## **Highlights / Accomplishments**

 High visibility patrols continue as the afternoon and midnight shift officers continue to look for open garage doors during hours of darkness and reminding residents to close their garage doors. During February there were garage burglaries in Shorewood, Mequon, and Bayside.

 Active Shooter Incident Management classes are being offered. The classes are tabletop exercises that incorporate law enforcement and fire/EMS and includes their roles and responsibility. The Chief will be

sending staff to the training when offered.

Staff completed updates to the Field Training manual in anticipation of a new hire. An offer of employment
was extended to the top candidate but was rejected; the Chief is moving to the second candidate.

 Officer Janssen, Officer Klawitter and Officer Dills participated in a lockdown drill at Bayside Middle School; Lieutenant Kleeba, Officer Dills and North Shore Fire Department acted as judges in the Boy Scout

Pinewood Derby race at Bayside School;

• The Police Department will be helping a girl scout with her "silver project" to collect books and teddy bears for children in stress by placing a donation barrel in the police lobby. The books and bears will be given to children by police officers.

REPORTS WRITTEN



TRAFFIC STOPS



MILES PATROLLED



CODES ENFORCED



CALLS FOR SERVICE



**CITATIONS** 



CRIME PREVENTION



**ORDINANCES** 



\*Metric compared to 2021 YTD

ASSIST AGENCIES



**WARNINGS** 



**ARRESTS** 



**ACCREDITATION** 

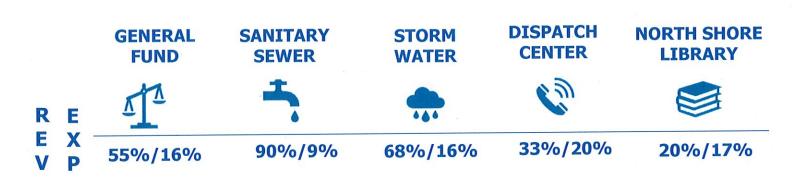




## Administrative Services February 2022

## **Highlights / Accomplishments**

- Mailed renewal notification to businesses for liquor and cigarette licenses..
- Continued to work on financial software transition.
- Completed transition of funds from BMO to Schwab for new investment services with DANA investments.
- The February 15 Spring Primary was held. Bayside had a total of 609 voters, a 19.08% voter turnout.



## PERCENTAGE OF 2022 BUDGET SPENT



VILLAGE OF BAYSIDE

# ADMINISTRATIVE SERVICES ANNUAL REPORT

2021

## **2021 STATS**

- Three full-time employees, fellow, and intern.
- Administered collection of tax bills totaling \$19,506,451.43.
- Assisted 1,664 voters in two elections.
- 627 building permits processed generating \$214,478.67 in revenue.
- 62 public meetings held.
- 6 ordinances passed.
- 38 resolutions adopted.
- 21 operator's licenses, 5 liquor licenses, and 3 cigarette licenses processed.
- \$434,644.55 in grant revenue administered.

## 2021 HIGHLIGHTS

- Received the International City/County
   Management Association (ICMA) Certificate of
   Excellence in Performance Measurement and the
   GFOA Distinguished Budget Award.
- 2021 Board of Review was held. The average assessment increase was 3.64%.
- The Village continued to retain its Aa2 bond rating.
- 2020 audit was completed with no new material weaknesses.
- New Bayside Beer Garden Series was hosted with 1840 Brewing Company.
- A reimagined Fall Fest was held and the first Bayside Five and Wine.



Fall Fest September 25



Bayside Beer Garden Series

May-September

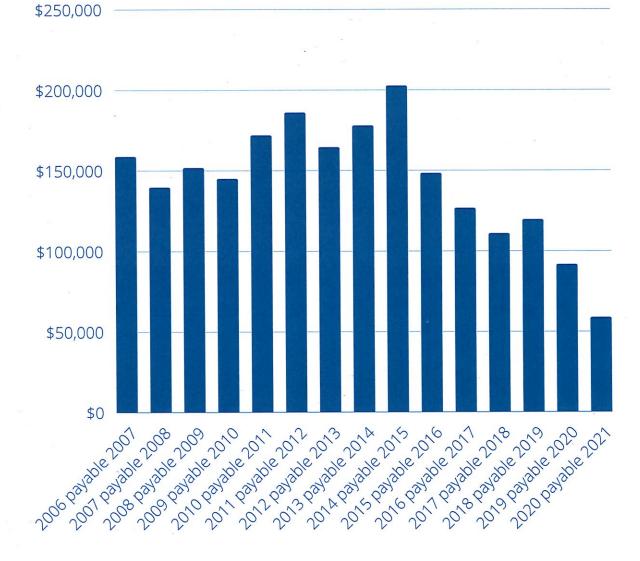


Bayside Five and Wine September 25

## COMMUNITY EVENTS

\$150,000 ANNUAL \$100,000 INVESTMENT PERFORMANCE \$50,000 500, 501, 501, 5013, 5014, 5012, 5010, 5011, 5010, 5010, 5010, 5010

## DELINQUENT PROPERTY TAX





2 Elections held at Village Hall



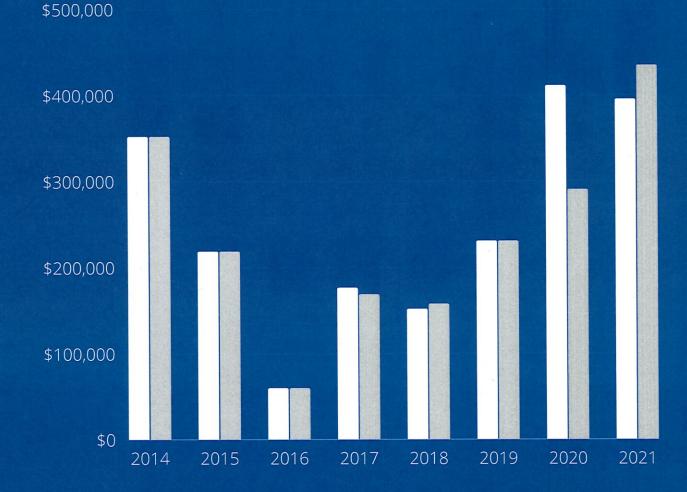
**Assisted 1,664 voters** 



713 ballots cast absentee



ANNUAL GRANT REVENUE



## **2022 GOALS**

- Receive GFOA Excellence in Budgeting and Comprehensive Annual Financial Reporting Award
- Complete Village audit with no new material weaknesses.
- Administer 2022 elections.
- Implement new financial management and accounting software.
- Update Village Long-Term Financial Plan.
- Scan for and mitigate potential budget impacts from COVID-19 pandemic.
- Administer American Rescue Plan Act grants and Capital Infrastructure projects.
- Identify \$300,000 in new revenue sources, operational savings, collaboration with other municipalities, contract rebidding, grants, etc.



## Community Events Sponsorship

Community Events may include: Movie in the Park, 4<sup>th</sup> of July parade and contests, Village picnic, 5k race, and Spring and Fall Community Clean-Up Days. Sponsors will be notified if other events are added.

## Premier \$10,000 donation

- (1) Naming rights for an event (as available)
- (2) Sponsor recognition on all flyers and signs for the events
- (3) Logo on all website articles and postings for the events with a link to the sponsor's website
- (4) Opportunity for the sponsor to give brief remarks at the events
- (5) Logo on the 5k participant race t-shirt
- (6) Table at all events for the sponsor to hand out promotional material or product samples
- (7) Sponsor featured on sponsor banner at all events
- (8) Sponsor recognition on the display monitor in Village Hall
- (9) Sponsor recognition on Village social media platforms

## Platinum \$5,000 donation

- (1) Sponsor recognition on all flyers and signs for events
- (2) Logo on all website articles and postings for events with a link to the sponsor's website
- (3) Opportunity for the sponsor to give brief remarks at the events
- (4) Logo on the 5k participant race t-shirt
- (5) Table at all events for the sponsor to hand out promotional material or product samples
- (6) Sponsor featured on sponsor banner at all events
- (7) Sponsor recognition on the display monitor in Village Hall
- (8) Sponsor recognition on Village social media platforms

## Gold \$2,000 donation

- (1) Sponsor recognition on all flyers and signs for events
- (2) Logo on all website articles and postings for events with a link to the sponsor's website
- (3) Table at all events for the sponsor to hand out promotional material or product samples
- (4) Logo on the 5k participant race t-shirt
- (5) Sponsor featured on sponsor banner at all events
- (6) Sponsor recognition on the display monitor in Village Hall
- (7) Sponsor recognition on Village social media platforms

## Silver \$1,000 donation

- (1) Sponsor recognition on all flyers and signs for events
- (2) Logo on the 5k participant race t-shirt
- (3) Table at all events for the sponsor to hand out promotional material or product samples
- (4) Sponsor featured on sponsor banner at all events
- (5) Sponsor recognition on the display monitor in Village Hall

## Bronze \$500 donation

- (1) Sponsor recognition on all flyers and signs for events
- (2) Table at all events for the sponsor to hand out promotional material or product samples
- (3) Sponsor featured on sponsor banner at all events
- (4) Sponsor recognition on the display monitor in Village Hall



## **COMMUNITY EVENT SPONSORSHIP FORM**

Thank you for your donation to the Village of Bayside Community Events. Please fill out and return the below form by May 13, 2021. You may email (<a href="mailto:lhofer@baysidewi.gov">lhofer@baysidewi.gov</a>) or mail the completed form to the address below. Also, please e-mail a high-resolution image of your company logo to <a href="mailto:lhofer@baysidewi.gov">lhofer@baysidewi.gov</a>. Sponsorships are accepted after May 13, but there is a possibility your logo may not appear on all promotional material.

## SPONSORSHIP CONTACT INFORMATION

Bayside, WI 53217

Company			
Contact Name			
Title			
Address	,		
City/Village	State	Zip _	
	E-mail		
<b>SPONSORSHIP LEVEL</b> Indicate your sponso	rship level below. Please ret	fer to the list of sponsors	ship levels for benefits.
Premier \$10,000	Platinum \$5,000	Gold \$2,000	
Silver \$1,000	Bronze \$500		¥ 3
<b>PAYMENT INFORMA</b> This donation is tax de			
A check is end	closed (Please check here i	f you would like a recei	pt for your records
Or Please send a	n invoice to my company		
And sent to: Village of	de to: Village of Bayside of Bayside Regent Rd		



## Department of Public Works February 2022

## **Highlights / Accomplishments**

- The DPW crew prepared for and set up for the winter beer garden at Mount Bayside
- The rental bucket truck arrived for crews to start removing larger trees affected by the Emerald Ash Borer.
- The Village tree inventory was updated in the GIS system used by the Department to track infrastructure items.
- The DPW crew helped ready the board room for the election, after the election was held, crews removed all voting items for future carpet and updates.
- A stormwater pump that was removed in fall was repaired and reinstalled at the 621 pond. The other pump at this pond was serviced and an inspection was performed ahead of spring to verify operation.
- The Department continued miscellaneous building maintenance items during the building updates that are occurring. Unused office furniture was removed from walls, followed by patching and painting. Some cabinets were reused and installed in the Dispatch center, new outlets were installed in the board room and the board room was cleaned top to bottom after the painting was completed. Two hallway heaters were repaired and the lighting system in Dispatch was cleaned, and bulbs replaced.

## GARBAGE TONS YTD



178

1%

## RECYCLING TONS YTD



## DIVERSION RATE



## YARD WASTE **COLLECTION STOPS**



303

## YARDS OF YARD WASTE COLLECTED



## **RECYCLING DAY PARTICIPANTS**



## SEE CLICK FIX REQUESTS CLOSED



34%

## **MULCH DELIVERIES**



## YARDS OF MULCH **DELIVERED**



## SEWER MAIN CLEANED



0%

## **CULVERTS REPLACED**



TREES REMOVED



## Department of Public Works

## Staff

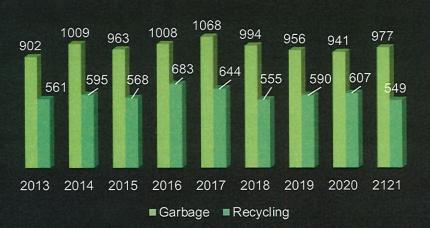
- Shane Albers, Operations Superintendent
- Bryan Herbst, Technician
- · Scott Matusewic, Technician
- · Chad Call, Technician
- Jason Fischer, Technician

## **Executive Summary** ·Stormwater Management · Sanitary Sewer Maintenance Notable ·Snowplowing ·Bulk Item Pick Up Service · Forestry and Landscaping ·Parks and Recreation Areas: ·Road Repair · Mulch Delivery · Garbage and Recycling Collection ·Leaf and Yard Waste Collection Hours by Area 4,230 3,297 3.283 1,495 1,118 Collections Infrastructure Facilities Seasonal Other Maintenance

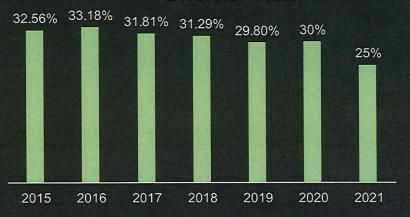
## Collections

Garbage and Recycling

Automated Hours ↓ 1.4%



## **Diversion Rate**



## Tonnage



## Collections

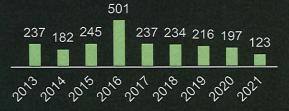
Yard Waste, Leaves, Etc.

Yard Waste Hours

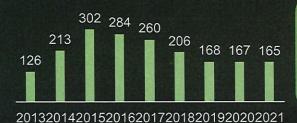


201320142015201620172018201920202021

## Leaf Collection Hours



Special Pick-Up Hours



Yard waste hours ↑ 31.7%.

- Eleven (11) regular collections
- · Six (6) bagged collections
- Three (3) storm related collections

Leaf vacuum hours 37.5%.





## Infrastructure Maintenance

4,230 Hours

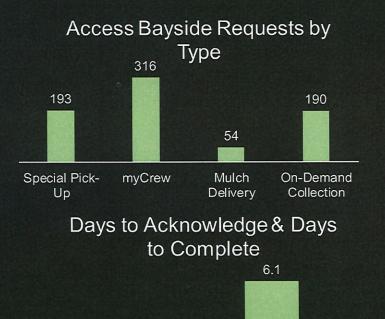
- Cleaning over 30,188 feet of sanitary sewer main.
- Replacing 28 driveway culverts, four (4) cross culverts, and completing 4,532 feet of ditching in the culvert replacement program.
- Completing three bio retention systems for residents.

## Sewer and Stormwater Hours



# Facilities/Seasonal/Misc.

DTC



0.4

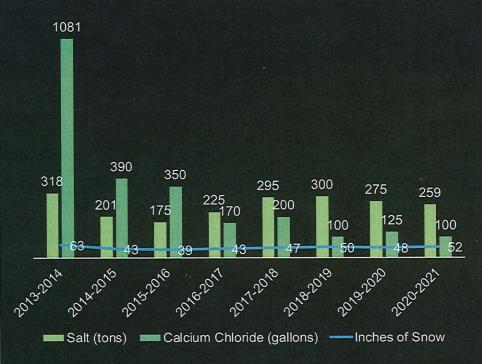
DTA



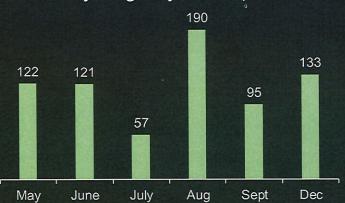


# Seasonal Operations

Winter Operations



### Recycling Day Participants



# 2021 Capital Projects

- 2021 Road Project and Culvert Replacement: Fairy Chasm Road from Fielding Road to North Regent Road
- The Bay Point and Hermitage sanitary sewer lift station rehabilitation project completed
- DPW tree removal completed, total of 196 trees removed
- 9,000 feet of sanitary sewer lining and repair
- Rehabilitate the Lion's Gate landscaping
- Laramie Lane ravine outfall storm pipe repair and Glenbrook Road storm pipe ravine re-entry repair.

# 2022 Goals

Replace stormwater culverts and cross culverts in the 2022 road project areas as well as ditch regrading efforts to ensure adequate stormwater flow.

Maintain training for new crew members.

Avoid down time with the Village fleet to ensure services are being provided in the most efficient and effective manner.

Engage in tree removal efforts to maintain aesthetically pleasing and safe rights-of-way.

Meet the annual goal of 26,000 feet of sanitary sewer jetting.

Continue in-house crack-sealing efforts and line-striping.

Conduct monthly sewer lift station maintenance.

Complete installation of the new playground equipment at Ellsworth Park.

Oversee the 2022 road project, sewer rehabilitation project, manhole rehabilitation project, and the Tennyson Stormwater rehabilitation project. Also keeping up to date on the MMSD sewer project on Brown Deer Road and the I-43 construction project.

Construct a salt brine making machine and have at least one truck calibrated and operational for the 2022/2023 snow removal season.



#### Engineering Quality of Life™



Febraury 28, 2022

Andy Pederson Village Manager Village of Bayside 9075 N Regent Rd Bayside, WI 53217

Re:

2022 Pavement Resurfacing Program

Dear Andy,

The 2022 Pavement Resurfacing Program bids were publicly open on Monday February 28, 2022. Three responsive bids were received. The low bid was submitted by Payne and Dolan, Inc out of Waukesha, WI for \$382,280.00.

We recommend that Payne and Dolan, Inc. be awarded the Project in the amount of \$382,280.00.

Sincerely,

Clark Dietz, Inc.

Brandon Flunker, PE, CFM

BAYSIDE	BAYSIDE 2022 PAVEMENT RESURFACING PROGRAM	BID DATE:	2/28/2022						
	BASE BID ITEMS			Stark Pave	Stark Pavement Corp	Payne &	Payne & Dolan Corp	Stark Pavement Corp	nent Corp
Item Number	Bid Items	Unit	QTY	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.00	Pavement Removal by Milling & Base Reconstruction	ХS	13700	\$ 4.00	\$ 54,800.00	00 \$ 4.95	\$ 67,815.00	3.90	\$ 53,430.00
2.00	(HMA PAVEMENT 3 LT 58-28 S) Binder Course 2.25" (Final Thickness)	TON	1870	\$ 64.00	\$ 119,680.00	00 \$ 64.50	\$ 120,615.00	\$ 71.00	\$ 132,770.00
3.00	(HMA PAVEMENT 4 LT 58-28 S) Surface Course 1.75" (Final Thickness)	NOT	1450	\$ 64.50	\$ 93,525.00	00 \$ 73.20	\$ 106,140.00	\$ 84.00	\$ 121,800.00
4.00	(HMA PAVEMENT 4 LT 58-28 S) Driveways (60 Driveways)	TON	360	\$ 131.00	\$ 47,160.00	00 \$ 80.00	\$ 28,800.00	\$ 94.00	\$ 33,840.00
5.00	3/4" Dense Graded Base Aggregate - Shouldering	TON	200	\$ 27.00	\$ 13,500.00	00 \$ 38.50	\$ 19,250.00	\$ 34.00	\$ 17,000.00
00.9	Crushed Aggregate Stone Base Materials	NOT	1100	\$ 18.50	\$ 20,350.00	00 \$ 17.00	\$ 18,700.00	\$ 24.00	\$ 26,400.00
7.00	Excavation Below Subrade - as directed By the Engineer	λO	989	\$ 38.00	\$ 26,030.00	00 \$ 20.00	\$ 13,700.00	\$ 34.00	\$ 23,290.00
8.00	Breaker Run	NOT	270	\$ 20.00	\$ 5,400.00	00 \$ 17.00	\$ 4,590.00	\$ 28.00	\$ 7,560.00
9.00	Sawcut Pavement - Full Depth. 60 Driveway Cuts, 14 Roadway Cuts	Į.	1620	\$ 2.25	\$ 3,645.00	00 \$ 0.50	\$ 810.00	\$ 2.50	\$ 4,050.00
10.00	Restoration (Topsoil, HydroSeed, Mulch, and Fertilizer)	λS	200	\$ 14.50	\$ 2,900.00	.00 \$ 12.00	\$ 2,400.00	\$ 20.00	\$ 4,000.00
				Total Base Bid	↔	386,990.00 Total Base Bid	49	382,820.00 Total Base Bid	\$ 424,140.00

#### **VILLAGE OF BAYSIDE NOTICE OF AWARD**

Dated 3-9-2022

TO: Payne and Dolan, Inc.
(BIDDER)
ADDRESS: N3W23650 Badinger Rd. Waukesha, WI 53187
PROJECT: 2022 Pavement Resurfacing Program
OWNER's CONTRACT NO.
CONTRACT FOR: 2022 Pavement Resurfacing Program
You are notified that your Bid dated Feb. 28, 2022 for the above Contract has been considered.
You are the apparent Successful BIDDER and have been awarded a contract for the:
2022 Pavement Resurfacing Program
The Contract Price of your contract is: \$382,820.00
<u>Three</u> copies of each of the proposed Contract Documents accompany this Notice of Award.
You must comply with the following conditions precedent within five days of the date of this Notice of Award, that is by
You must deliver to the OWNER <u>three</u> fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on page BF-3 or BF-4, as applicable, and BF-5 of the Bid Proposal Form, page NA-2 of this Notice of Award and page A-6 of the Agreement.
Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within five days after you comply with the above conditions, OWNER will return to you fully signed
counterpart of the Agreement with the Contract Documents attached.

	VILLAGE OF BAYSIDE
	(OWNER)
	Ву:
	(AUTHORIZED SIGNATURE)
	(TITLE)
ACCEPTANCE OF AWARD	
•	(CONTRACTOR)
	By:
	(AUTHORIZED SIGNATURE)
	(TITLE)
	(DATE)
	. ,

Copy to ENGINEER (Use Certified Mail, Return Receipt Requested)



we listen. we innovate. we turn your vision into reality.

March 8, 2022

Mr. Andrew K. Pederson Village Manager Village of Bayside 9075 North Regent Road Bayside, Wisconsin 53217-1800

Re:

2022 Sanitary Sewer Rehabilitation Project

Village of Bayside

Dear Mr. Pederson:

Bid was received from Visu-Sewer, Inc. to complete 2022 Sanitary Sewer Rehabilitation Project as detailed in the plans and specifications prepared by our office.

The total base bid amount for 2022 sanitary sewer rehabilitation is \$420,077.00:

- Sanitary sewer CIPP lining \$323,335.00
- Sanitary manhole rehabilitation \$96,742.00

Visu-Sewer, Inc. has performed this type of work on previous their projects and the firm is qualified to complete the items under this contract.

Kapur & Associates, Inc. recommends the award of this project to Visu-Sewer, Inc. in amount of \$420,077.00.

Should you have any comments or need additional information, please call me at (414) 751-7285.

Sincerely,

KAPUR & ASSOCIATES, INC.

Yuriy Amelyan, P.E.

Associate/Project Manager



#### APPLICATION FOR <u>SPECIAL EXCEPTION</u> TO ZONING CODE REQUIREMENTS

The Board of Appeals, pursuant to Wis. Stats. 62.23(7)(e), and, Section 125-57(e) of the Zoning Ordinance, and after appropriate notice and hearing, may, with regard to any requirement imposed by the Zoning Ordinance, or any other section of the Municipal Code which specifically allows for special exceptions, recommend a special exception to the Village Board for approval. Notice of application for special exception shall be provided to all property owners adjoining or abutting the property proposed for a special exception. Denials of special exceptions shall not be appeal able to the Village Board.

appe	eal able to the Village Board.	
1. 125	State the section of the Village of Bayside Municipal Code for which you ar special exception:90 A 4 "B" Residence District Regulations -special exception to side yard se	
125	-3 f (2) General Provisions- Special exception to rear yard setback (averaging	214'-8")
2.	Give a brief description of what you want to do and why.	
	Please see the attached page	
3.	State why compliance with Municipal Code is unreasonably burdense or negatively impacts the use of the property.	ome
	Please see the attached page	
4.	State how the Special Exception requested, including any proposed restrict consistent with the existing character of the neighborhood; will not effective undermine the application or enforcement of the Code to other properties; be in harmony with the purpose and intent of the Code.	ely
	Please see the attached page	
App	licant Printed Name Applicant Signatyre	Date
	ca and Seth Wahlberg	3.2.2022
	Sever Warthy	7.

Rebecca and Seth Wahlberg

516 East Bay Point Road

Bayside, WI 53217

beccawahlberg@gmail.com

414.333.0048

3.02.2022

Application for Special Exception to Zoning Code requirements attachment

2. Give a brief description of what you want to do and why:

We plan to build an indoor pool and therapy area utilizing a portion of our backyard. The existing house structure will remain untouched as there is already a "connection" point. Although we'd like to be building this solely for recreation, that is not the case. At age 40, my wife received three unfavorable diagnoses': Rheumatoid Arthritis, Pulmonary Sarcoidosis and Osteoporosis. The diagnoses were confirmed during a week-long stay at The Mayo Clinic in Rochester, MN in May 2020. As a result of her conditions and relevant treatments, she has a severely suppressed immune system. The medical advice she received was that aquatic exercise is the only way she can strengthen her body against the long-term impact of RA and Osteoporosis. Furthermore, because of her suppressed immune system, she was also advised by her doctors to avoid public pools and hot tubs. This addition will provide a suitable area for aquatic walking, swimming and heat therapy. Moreover, it will allow us the opportunity to remain in our home, with our family, for as long as her body will allow.

3. State why compliance with Municipal Code is unreasonably burdensome or negatively impacts the property:

The lot is pie shaped, and the existing residence is not parallel with the side yard. We propose to add an addition that is square to the house and maintains the same roof line and overhang onto one side of the rear of the home. Furthermore, the addition design "steps back" from the angled setback line making it complimentary to the pie shaped plot. To design an angular addition that is not square with the existing home is unreasonably burdensome as the resulting design would not be practical in its use or aesthetically pleasing and would negatively impact the property. Allowing the addition to step along the side setback and be square with the home is aesthetically pleasing and practical in its buildability.

The shape of our lot it is long and narrow with woods and green space at the Rear Yard. The long nature of the lot, combined with a narrow width, results in a rear set back line that negatively impacts the use of the property pertaining to code adherence. Rear Setback Averaging results in a buildable area that is significantly under the maximum allowable impervious coverage of the lot. However, the resulting rear setback line becomes unreasonably burdensome because it is too close to the existing house requiring an addition to be wide along the rear of the home blocking access, view and natural light to the greenspace and woods from the existing primary rooms of the home, including Living, Dining, and Main Suite. By moving the addition to one side of the yard, making it longer and narrower, light, access, and view are maintained from and into the existing home. Considering the depth of the averaged Rear Yard Set Back at approximately 214', the proposed decrease (approx.12%) to approximately 188' will not significantly impact this or neighboring properties.

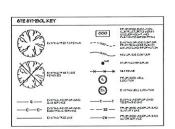
4. State how the Special Exception requested, including any proposed restrictions, will be consistent with the existing character of the neighborhood; will not effectively undermine the application or enforcement of the Code to other properties; and will be in harmony with the purpose and intent of the code:

Granting the Special Exceptions will be consistent with the neighborhood character as there are many homes with an L- shape design and many with extensions to the rear. There is a home in the immediate area with an indoor pool at 9434 N. Regent Ct. Generally, pools, tennis courts, and additions at the rear of homes are not uncommon in the area as shown in aerial views of the neighborhood.

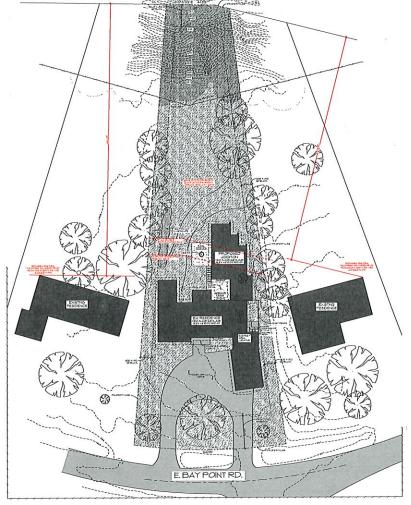
Our proposed indoor pool and therapy addition will not be seen from the street. The proposed design preserves the current roof lines and architectural aesthetic of the existing home and maintains the integrity of the mid-century modern ranch we love. The design also retains the green space in the rear yard for view, natural light, and recreation.

The exceptions we request for our design solution are specific to our property and would not undermine the code application in other circumstances.

The purpose and intent of the existing set back codes are maintained by "stepping" the design along the side yard. The neighboring view corridors, airiness, and separation between homes is maintained in the proposed design. The resulting property is well under the open space and impervious requirements and the spirit of the zoning code is maintained. We have included the attached letters from our neighbors who approve the proposal and agree there is no negative impact to their properties.



SITE CALCULATIONS	DETERMINE
LOWER	ACCOM DAMPE FOR
MADDING STREET	COST SON PERSON
PROPERTY PROPERTY	Mena-Metr
PERSONAL CHIEF SPACE	\$403 BOOMETER
PARENTAL BUTTONE SPICE	FIRST PERIOD
PROPORTING AND ADDRESS.	DETAIL PERSON
PENNSTERNAM SPACE	Carrentall.



DEEP RIVER PARTNERS

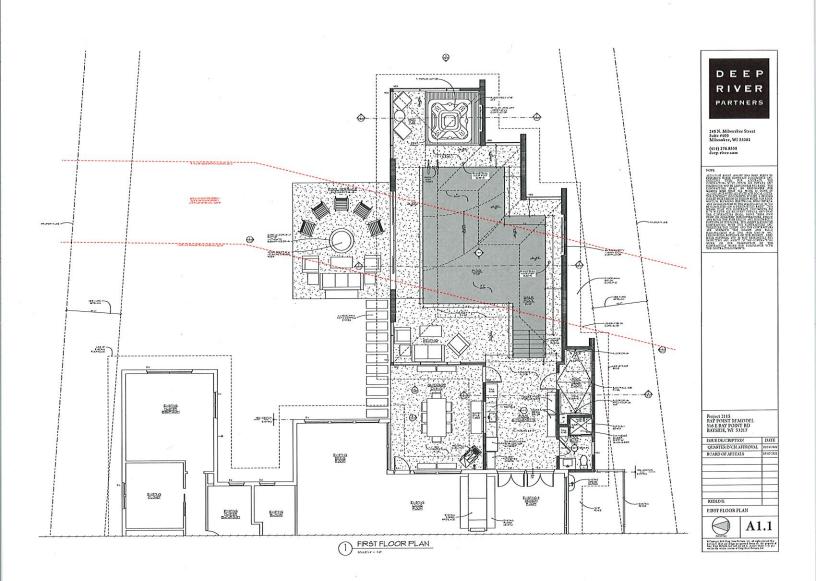
240 N. Milwaukee Street Suite #400 Milwaukee, WI 53202 (414) 276.8350 deep river.com

Project 2115 RAY POINT REMODEL 516 E BAY POINT RD BAYSIDE, WI 53217

SITE PLAN

C1.0

SITE PLAN SCALE 1 - 29





# Bay Point Remodel

Exterior Finishes March 02, 2022



## Existing



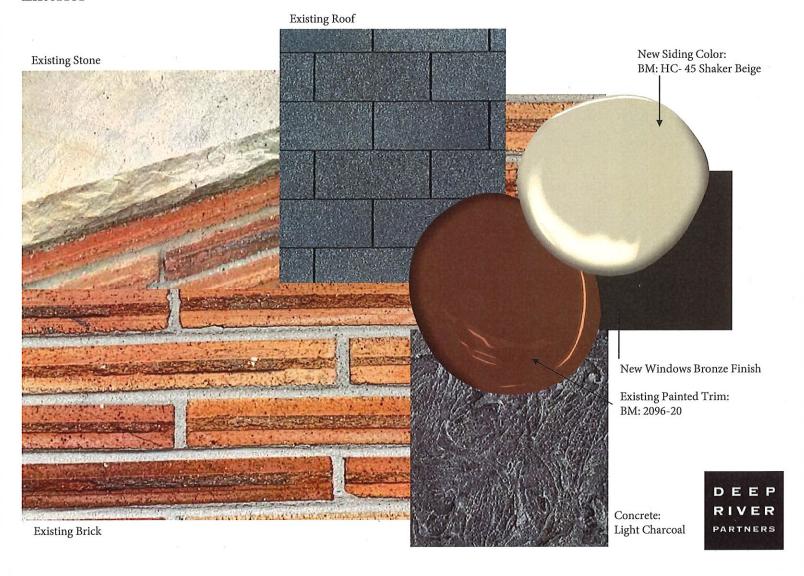


## Proposed





### Exterior



#### March 1, 2022

### Wahlberg Pool Addition Approval:

I/We have reviewed the design for the Wahlberg Pool Addition project. As such, I/we support, with no issues or concerns, the location and proportions of the proposed structure at 516 East Bay Point Road in Bayside, WI.

Accepted by Neighbor:

500 E. Bay Point Rd., Bayside, W1 53217 Address

GILLIAN STEWART > BARBARA DIAZ
Printed Name

Signature

3/2/2022

Date

March 1, 2022

Wahlberg Pool Addition Approval:

I/We have reviewed the design for the Wahlberg Pool Addition project. As such, I/we support, with no issues or concerns, the location and proportions of the proposed structure at 516 East Bay Point Road in Bayside, WI.

Accepted by Neighbor:

534	E	BAY	POINT	RD	
Address	*			3	

AMY ASHBY

**Printed Name** 

Signature

3 4 2922

Date