



City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147- 262.248.3673- www.cityoflakegeneva.com

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL
MONDAY, JANUARY 11, 2021 6:00 P.M.
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members:

Mayor Charlene Klein, Council President, Rich Hedlund, Council Vice President, John Halverson,
Alderspersons: Tim Dunn, Mary Jo Fesenmaier, Cindy Flower, Ken Howell, Shari Straube, and Joan Yunker

THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY AS WELL AS IN PERSON TO HELP PROTECT OUR COMMUNITY FROM THE CORONAVIRUS (COVID-19) PANDEMIC. IN-PERSON ATTENDANCE WILL BE LIMITED TO NO MORE THAN THIRTEEN PEOPLE, ON A FIRST COME FIRST SERVED BASIS. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Links to the City of Lake Geneva's live video stream can be found at www.cityoflakegeneva.com/video
2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free) **Access Code:** 9746153
4. You can provide public comment on agenda items by appearing in person or by emailing your comments to the Clerk at cityclerk@cityoflakegeneva.com or you may deliver your written comments to the City of Lake Geneva City Hall, 626 Geneva Street, Lake Geneva, WI 53147. All written comments must be provided to the Clerk by 5:00 P.M. on the date of the meeting. All written comments will be read aloud during the agenda item when public comments are allowed during the meeting.

AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Yunker
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes
7. Acknowledgement of Correspondence
8. Approve the Regular Council Minutes of December 28, 2020 as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, Licensing and Regulation on January 5, 2021.* Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.

NONE

10. Items removed from the Consent Agenda

11. Discussion/Action regarding **Resolution 21-R01** a resolution to ratify the Emergency Proclamation approved by the Chief Executive Officer Pertaining to the COVID-19 Pandemic and Declaration of Emergency
12. Discussion/Action regarding **Resolution 21-R02** a resolution authorizing the issuance and sale of \$2,360,000 Taxable General Obligation Promissory Notes, Series 2021A
13. Discussion/Action regarding **Resolution 21-R03** a resolution authorizing the issuance and sale of \$7,120,000 General obligation Promissory Notes, Series 2021B
14. Discussion/Action regarding **Resolution 21-R04** a resolution combining Polling Locations for the February 16, 2021 Spring Primary
15. **Recommendation of the Finance, Licensing, and Regulation Committee- Ald. Howell**
 - a. Discussion/Action regarding approval of the 2021 contract for landscaping maintenance services with Breezy Hill Nursery, including Addendum #1 in an amount not to exceed \$19,853.42 (*Finance, Licensing, and Recommendation Committee approved December 1, 2020*)
 - b. Discussion/Acceptance of January 5, 2021 Finance, Licensing, and Regulation Committee Payment Approval Reports
16. Motion to go into Closed Session pursuant to Wisconsin Statutes 19.85(1)(g) for the purpose of 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 regarding: **regarding contested tax assessment for 2020**
17. Motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in closed session
18. **Adjournment**

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

**CITY OF LAKE GENEVA REGULAR COMMON COUNCIL MINUTES
MONDAY, DECEMBER 28, 2020 6:00 P.M.
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)**

Members: Mayor Charlene Klein, Council President, Rich Hedlund, Council Vice President, John Halverson, Alderpersons: Tim Dunn, Mary Jo Fesenmaier, Cindy Flower, Ken Howell, Shari Straube, and Joan Yunker

Mayor Klein called the meeting to order at 6:01 p.m.

Aldersperson Howell led the Council in the Pledge of Allegiance.

Roll Call

Present: Hedlund, Howell, Halverson, Straube, Flower, Dunn, Fesenmaier, and Yunker

Absent: Cindy Flower (excused)

Awards, Presentations, Proclamations, and Announcements

Mayor Klein wished everyone in attendance at the meeting and viewing online a happy holiday season.

Re-consider business from previous meeting

None

Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes

Chad Pollard representing Omega Homes addressed the council to say he was in attendance if there were any questions when agenda item 12a is up for consideration and a vote.

Acknowledgement of Correspondence

None

Approve the Regular Council Minutes of December 14, 2020 as prepared and distributed

Motion by Hedlund to approve, second by Halverson. Motion carried 7-0.

CONSENT AGENDA– *Recommended by Finance, Licensing and Regulation on December 15, 2020.* Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.

a. Tier II Event Permit Application filed by VISIT Lake Geneva for the event of Lake Geneva Winterfest & U.S. National Snow Sculpting Championship to take place on February 3 through February 7, 2021 located at Riviera Plaza, Flat Iron park, Wrigley Drive (From Board Street to Center Street) and Riviera Beach. Motion by Howell to approve, seconded by Hedlund. Motion carried by unanimous voice vote.

Items removed from the Consent Agenda

None

Recommendation of the Finance, Licensing, and Regulation Committee of December 15, 2020- Ald. Howell

Discussion/Action regarding an Original “Class A” Intoxicating Liquor License application and a Class “A” Fermented Malt Beverage License application filed by Kwik Trip, INC d/b/a Stop N Go #1520, agent, Laura Meinen, located at 896 S Wells St, Lake Geneva, WI. Motion by Howell to approve, seconded by Halverson. Approved by unanimous voice vote.

Discussion/Action regarding an Original Class “A” Fermented Malt Beverage application filed by Evergreen BP Operating Corp d/b/a Evergreen BP, agent, Judith Schwartz, located at 300 Peller Rd, Lake Geneva, WI. Motion to approve by Howell, seconded by Yunker. Approved by unanimous voice vote.

Discussion/Action regarding the Agreement for Post-Issuance Debt Compliance Policy and Procedures Templates with Ehlers & Associates, INC. Motion to approve by Howell, seconded by Hedlund. Approved by unanimous voice vote.

Discussion/Action regarding **Resolution 20-R86** a resolution adopting Post-Issuance Debt Compliance Policy for Tax-exempt and Tax-advantaged Governmental Bonds. Motion to approve by Howell, seconded by Halverson. Approved by unanimous voice vote.

Discussion/Action regarding **Resolution 20-R83** a resolution approving the wage scales for Part-time Non-Represented Employees for the 2021 Budget Year effective January 1, 2021. Motion to approve by Howell, seconded by Hedlund. Approved by unanimous voice vote.

Discussion/Action regarding **Resolution 20-R84** a resolution approving the wage scales for Full-time Non-Represented Employees for the 2021 Budget Year effective January 1, 2021. Motion to approve by Howell, seconded by Hedlund. Approved by unanimous voice vote.

Discussion/Action regarding **Resolution 20-R85** a resolution approving the 2021 wages for Mayor and Alderperson. Motion to approve by Howell, seconded by Hedlund. General discussion was held concerning this topic. Howell so moved adjust the Mayor and elected officials’ wages effective May 1, 2022, seconded by Halverson. Additional discussion was held with the amendment motion and seconded being withdrawn. A vote was taken on the original motion and passed by unanimous voice vote.

Discussion/Action regarding Pay Request #1 from MSI General Corp for project #4453A- The Riviera Phase II- Interior Remodel & MEP Work in the amount of \$70,732.25. Motion to approve by Howell, seconded by Hedlund. Motion carried by unanimous voice vote.

Discussion/Action regarding **Resolution 20-R87** a resolution authorizing the use of Contingency funds for a guard rail repair project on S. Lakeshore Drive and Sue Ann Dr. in an amount not to exceed \$3,160. Motion to approve by Howell, seconded by Yunker. Motion carried by unanimous voice vote.

Discussion/Action regarding obtaining Requests for Proposals for the City of Lake Geneva five-year Park and Open Space Plan. Howell so moved to approve, seconded by Fesenmaier. General discussion was held and it was the consensus of the Council that the draft RFP be reviewed by the FLR committee prior to being published by the city. Motion carried by unanimous voice vote.

Discussion/Action regarding agreement between City of Lake Geneva and the Geneva Lakes YMCA related to Recreational Services and Veteran’s Park Concessionaire. Motion by Howell to approve, seconded by Yunker. General discussion was held where Attorney Draper recommended slight

modification to the agreement within paragraph ten (10) related to insurance and indemnification. Howell so moved to make that amendment, seconded by Halverson. Amendment carried by unanimous voice vote. Original motion carried by unanimous voice vote.

Discussion/Acceptance of December 15, 2020 Finance, Licensing, and Regulation Committee Payment Approval Reports. Motion by Howell to approve, seconded by Hedlund. Motion carried by unanimous voice vote.

Recommendation of the Planning Commission of December 21, 2020- Ald. Dunn

Discussion/Action regarding a Certified Survey Map (CSM) for Theodore Ahrens, 800 Platt Ave., to create 2 newly dimensioned lot CSM in the Single Family – 4 (SR-4) zoning classification as identified on the certified survey dated 10/27/20 Job # s-1778 for Tax Key No. ZLH00015. Motion by Dunn to approve, seconded by Howell. Motion carried by unanimous voice vote.

Discussion/Action regarding **Resolution 20-R90** a resolution for a Precise Implementation Plan (PIP) filed by Omega Homes, 210 O'Connor Dr. Elkhorn WI. 53121, requesting a Planned Development to build 58 single family homes in 3 phases. The property is 17.26 acres located at LaSalle St and Edgewood Dr., in the Multi-family Residential - 8 (RM-8) zoning district, Tax Key No. ZA424700001. Motion by Dunn to approve, seconded by Halverson. General discussion was held with Fesenmaier making a motion to amend the PIP to require that the retention pond be evaluation annually by the developer of Omega Homes and copy of the report being placed on file with the city's Building & Zoning Department. Halverson seconded the motion. Amendment carried by unanimous voice vote. Original motion was carried by unanimous voice vote.

Discussion/Action regarding **Resolution 20-R91** a resolution for a "Limited" Conditional Use Permit filed by Tom Keefe & Samantha Strenger, 751 Geneva Pkwy / 615 Center St, for the request to allow for Commercial Indoor Lodging on the second floor of the property located at 731 W. Main St., within the Central Business (CB) zoning district, Tax Key No. ZOP00274. Motion to approve by Dunn, seconded by Yunker. Motion approved by unanimous voice vote.

Discussion/Action regarding **Resolution 20-R92** a resolution for a "Limited" Conditional Use Permit filed by Tom Keefe & Samantha Strenger, 751 Geneva Pkwy / 615 Center St, for the request to allow for Commercial Indoor Lodging at the property located at 755 ½ Broad St., within the Central Business (CB) zoning district, Tax Key No. ZOP00270. Motion to approve by Dunn, seconded by Yunker. Howell so moved to suspend the rules to allow applicant Tom Keefe to speak to the council and answer any questions. Dunn seconded the motion. Motion carried by unanimous voice vote. After additional discussion, Fesenmaier so moved to amend the motion to require a copy of the property's parking lease be placed on file with the City's Building & Zoning Department. Amendment seconded by Halverson and carried by unanimous voice vote. Original motion carried by unanimous voice vote.

Discussion/Action regarding **Resolution 20-R93** a resolution for a Conditional Use Permit filed by Brian & Katie Coderre, 16 Lakeview Dr., for a request to utilize the Single Family – 4 setbacks for a home addition in the Estate Residential -1 (ER-1) land use located at 16 Lakeview Dr., Tax Key No. ZLM00088. Motion to approve by Dunn, seconded by Yunker. After general discussion, the motion carried by roll call vote 7-1 with Fesenmaier voting no.

Discussion/Action regarding **Resolution 20-R94** a Conditional Use Permit filed by Sherri Moll, W8305 Springwood Ln., Delavan, WI, 53115, for a request to utilize the Commercial Animal Boarding land use located at 401 Host Dr. in the Planned Business (PB) zoning district, Tax Key No. ZA479600002. Motion

to approve by Dunn, seconded by Halverson. General discussion was held concerning the review process for the conditional use. Fesenmaier so moved to amend the original agreement to state a review of the conditional use permit will be undertaken by any complaints concerning the property that are received by the city's police department. Amendment seconded by Halverson. Amendment carried by unanimous voice vote. Original motion was approved by a 7-1 with Howell voting no.

Discussion/Action regarding **Resolution 20-R95** a Conditional Use Permit filed by Malissa Johns, 532 Wisconsin Ave., Twin Lakes, WI, 53181 for a request to utilize the Personal or Professional Service involving tattoos and permanent cosmetics above the clavicle land use located in the Central Business (CB) zoning district, at 516 Broad St., Unit B, Tax Key No. ZGD00003. Motion for approval by Dunn, seconded by Hedlund. Motion carried by unanimous voice vote.

Mayoral Appointments

Appointment of Peg Esposito to the Board of Park Commissioners for a term to expire May 1, 2022. Motion for approval by Fesenmaier, seconded by Halverson. Fesenmaier so moved to suspend the rules to allow Peg Esposito to address the council, seconded by Halverson. Motion carried by unanimous voice vote. Esposito briefly addressed the council. After brief discussion, the original motion carried by unanimous voice vote.

Appointment of Laura Thompson and Kevin Hermann to the Downtown Business Improvement District for terms to expire January 1, 2023. Motion by Howell to approve, seconded by Dunn. Motion carried by unanimous voice vote.

Motion to go into Closed Session pursuant to Wis. State. 19.85(1)(c) for the purposes of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding: 1) Fire Department Administrative Assistant. At 6:53 p.m., Hedlund so moved to go into closed session, seconded by Yunker. Motion carried on a 7-0 roll call vote.

Motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in closed session. At 6:59 p.m., Hedlund so moved to go back into open session, seconded by Yunker. Motion carried on a 7-0 roll call vote.

Howell so moved to adjust the Fire Department's Confidential Administrative Assistant position to be placed at the minimum point of pay range 7 as outlined within **Resolution 20-R84** a resolution approving the wage scales for Full-time Non-Represented Employees for the 2021 Budget Year effective January 1, 2021. Fesenmaier seconded the motion. Motion carried by unanimous voice vote.

Adjournment

At 7:01 p.m.; Hedlund so moved to adjourn. Seconded by Dunn. Motion carried by unanimous voice vote.

RESOLUTION OF THE COMMON COUNCIL			
Resolution to ratify the Emergency Proclamation approved by the Chief Executive Officer Pertaining to the COVID-19 Pandemic and Declaration of Emergency			
Committee:	N/A		
Fiscal Impact:	N/A		
File Number:	21-R01	Date:	January 11, 2021

WHEREAS, an emergency, namely the COVID-19 Pandemic, has impacted or is anticipated to impact the City of Lake Geneva, Wisconsin; and

WHEREAS, pursuant to sections 323.11 and 323.14(4)(b) of the Wisconsin Statutes, the chief executive officer of the City of Lake Geneva, Wisconsin, proclaimed a state of emergency in effect from March 16, 2020 until the Council could meet; and

WHEREAS, there continues to be a public health emergency as a result of the COVID-19 Pandemic and continued measures must be taken to protect the public health and welfare of the citizens of the City of Lake Geneva, the employees of the City of Lake Geneva, and the many people who visit our city,

NOW, THEREFORE BE IT RESOLVED that pursuant to sections 323.11 and 323.14 of the Wisconsin Statutes hereby ratify Mayor Charlene Klein's Proclamation of State of Emergency, dated July 27, 2020 and adopt as their own Proclamation of State of Emergency the following provisions to address the continuing public health emergency:

1. Daily business at City Hall will be conducted as follows: Clerk, Treasurer and Front Counter staff will provide service to the public via the counter in the City Hall vestibule. Building and Zoning Department will serve the public via their vestibule adjacent to their offices. Public access to the lobby of City Hall (with the exception for access to a public meeting as described below) will be prohibited.
2. With respect to Municipal Court proceedings, specific guidelines have not been determined as of the date of this proclamation, however, once the public is permitted to enter City Hall for municipal court proceedings, the following is expected: Individuals gaining access to the lobby and council chambers for municipal court purposes will have access to hand sanitizer and be required to wear a mask while in the building. Masks will be made available, free of charge, immediately inside the lobby of City Hall. Those attending court will be allowed to enter the west door of council chambers and instructed to exit using the east door of council chambers. Council Chamber capacity will not exceed twenty-five percent (25%) of full capacity as previously determined by the Lake Geneva Fire Department (25% capacity being 23 individuals.) Seating within council chambers will be arranged to maximize recommended social distancing. To maintain optimal social distancing; spectator chairs will not be allowed to be moved. Designated city staff will be present during court proceedings to insure all regulations are obeyed. Council

Chambers will be thoroughly sanitized after each day's proceedings are concluded.

3. It is recommended that whenever in person staff meetings are required, there be created a "socialization distance" of 6 feet, however in the alternative, staff is encouraged to utilize the technology available to conduct such meetings virtually.

4. With respect to all City Council, Committee, Boards, and Commissions, the following procedures will be adopted: All City Council, City Boards, City Committees and City Commission meetings will be conducted in the City Council chambers. City Hall lobby doors will be unlocked twenty (20) minutes prior to a scheduled meeting and locked twenty minutes after the conclusion of scheduled meetings. Individuals gaining access to the lobby and council chambers for public meeting purposes will have access to hand sanitizer and be required to wear a mask while in the building. Masks will be made available, free of charge, immediately inside the lobby of City Hall. Those attending meetings at City Hall will be allowed to enter the west door of council chambers and instructed to exit using the east door of council chambers. Council Chamber capacity will not exceed twenty-five percent (25%) of full capacity as previously determined by the Lake Geneva Fire Department (25% capacity being 23 individuals.) Seating within council chambers will be arranged to maximize recommended social distancing. To maintain optimal social distancing; spectator chairs will not be allowed to be moved. Designated city staff will be present during meetings to insure all regulations are obeyed (including limiting capacity in the council from exceeding twenty-five percent, insuring all those present wear masks, and that proper social distancing is maintained.) All members of the meeting body will have the option of attending and participating in the meeting in person at the council chambers or attending and participating remotely via the available applications such as zoom, go to meeting, etc. City Council, Committee of the Whole, Finance, Licensing, and Regulation Committee, Plan Commission, Public Works Committee, Piers, Harbors, and Lakefront Committee, and Utility Commission meetings will be televised. The presiding officers of the City Council, Plan Commission, and Committee of the Whole and chairs of all city committees, boards and commissions will be responsible for conducting their meetings, including operating remote meeting applications such as zoom, go to meeting, etc. Those individual who attend an in person meeting will be required to provide their name and phone number for contact tracing purposes. Those from the public who attend a meeting in person and who wish to provide "Public Comment" during the meeting will be required to "sign in" prior to the meeting and print their name, address, and telephone number, and provide a brief description of their public comment. The sign in sheets will be located inside the council chambers and available twenty minutes before the meeting begins. Council Chambers will be sanitized after the day's meeting(s) are concluded.

5. Riviera Beach will be open to resident beach pass holders only, every Wednesday from 9:00 a.m. to 1:00 p.m.

6. Because of the economic effects of various emergency orders put in place since, March 12th, 2020, and to provide economic relief for our downtown businesses as well as promote more social distancing in their facilities during the pendency of this Proclamation of State of Emergency (until it expires, is amended or is rescinded), the provisions of Section 98-206(8)(f) of the City of Lake Geneva Zoning Code are relaxed to allow the placement of merchandise for sale in those areas designated for "Sidewalk Furnishings" as set forth in Section 62-67(9), of the Municipal Code of the City of Lake Geneva, Wisconsin.

7. The Lake Geneva Fire Department located at 730 Marshall Street will be closed February 16, 2021 as a polling place in an effort to protect the health of our first responders. City Hall located at 626 Geneva Street will be the sole polling place for Aldermanic Districts I, II, III, and IV for future elections until this emergency proclamation expires or is rescinded by the City Council.

This Proclamation shall take effect immediately and shall continue in effect until January 11, 2021 at 11:59 p.m. or such earlier time as a quorum of the Governing Body convenes and rescinds or alters this Proclamation.

Granted by action of the Common Council of the City of Lake Geneva this 11th day of January, 2021.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

RESOLUTION NO. 21-R02

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF \$2,330,000 TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2021A

WHEREAS, on December 2, 2020, the Common Council of the City of Lake Geneva, Walworth County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of Taxable General Obligation Promissory Notes, Series 2021A (the "Notes") for public purposes, including paying the cost of capital projects such as renovation of the first floor of the Riviera Building (the "Project");

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such Notes on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on January 11, 2021;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on January 11, 2021;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION THREE HUNDRED THIRTY THOUSAND DOLLARS (\$2,330,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2021A"; shall be issued in the aggregate principal amount of \$2,330,000; shall be dated February 4, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on February 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on February 1, 2028 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the

taxable property of the City a direct annual irrepealable tax in the years 2021 through 2030 for the payments due in the years 2022 through 2031 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, Series 2021A, dated February 4, 2021" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to

reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

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

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

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by

the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 14. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall

cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 15. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

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

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded January 11, 2021.

Charlene Klein
Mayor

ATTEST:

Lana Kropf
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

NOTICE OF SALE

\$2,360,000* TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021A CITY OF LAKE GENEVA, WISCONSIN

Bids for the purchase of \$2,360,000* Taxable General Obligation Promissory Notes, Series 2021A (the "Notes") of the City of Lake Geneva, Wisconsin (the "City") will be received at the offices of Ehlers and Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, municipal advisors to the City, until 11:00 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via **PARITY**, in the manner described below, until 11:00 A.M. Central Time, on January 11, 2021, at which time they will be opened, read and tabulated. The bids will be presented to the Common Council for consideration for award by resolution at a meeting to be held at 6:00 P.M., Central Time, on the same date. The bid offering to purchase the Notes upon the terms specified herein and most favorable to the City will be accepted unless all bids are rejected.

PURPOSE

The Notes are being issued pursuant to Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of capital projects such as renovation of the first floor of the Riviera Building. The Notes are general obligations of the City, and all the taxable property in the City is subject to the levy of a tax to pay the principal of and interest on the Notes as they become due which tax may, under current law, be levied without limitation as to rate or amount.

DATES AND MATURITIES

The Notes will be dated February 4, 2021, will be issued as fully registered Notes in the denomination of \$5,000 each, or any integral multiple thereof, and will mature on February 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2022	\$215,000	2026	\$235,000	2030	\$275,000
2023	150,000	2027	250,000	2031	275,000
2024	230,000	2028	250,000		
2025	230,000	2029	250,000		

ADJUSTMENT OPTION

* The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BOND OPTION

Bids for the Notes may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. All dates are inclusive.

INTEREST PAYMENT DATES AND RATES

Interest will be payable on February 1 and August 1 of each year, commencing February 1, 2022, to the registered owners of the Notes appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board. All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

BOOK-ENTRY-ONLY FORMAT

Unless otherwise specified by the purchaser, the Notes will be designated in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Notes, and will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of interests between its participants. The participants will be responsible for maintaining records regarding the beneficial interests of the individual purchasers of the Notes. So long as Cede & Co. is the registered owner of the Notes, all payments of principal and interest will be made to the depository which, in turn, will be obligated to remit such payments to its participants for subsequent disbursement to the beneficial owners of the Notes.

PAYING AGENT

The City has selected Bond Trust Services Corporation, Roseville, Minnesota, to act as paying agent (the "Paying Agent"). Bond Trust Services Corporation and Ehlers are affiliate companies. The City will pay the charges for Paying Agent services. The City reserves the right to remove the Paying Agent and to appoint a successor.

OPTIONAL REDEMPTION

At the option of the City, the Notes maturing on or after February 1, 2029 shall be subject to optional redemption prior to maturity on February 1, 2028 or any date thereafter, at a price of par plus accrued interest.

Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Notes to be redeemed shall be at the discretion of the City. If only part of the Notes having a common maturity date are called for redemption, then the City or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of such call shall be given by sending a notice by registered or certified mail, facsimile or electronic transmission, overnight delivery service or in any other manner required by DTC, not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Note to be redeemed at the address shown on the registration books.

DELIVERY

On or about February 4, 2021, the Notes will be delivered without cost to the winning bidder at DTC. On the day of closing, the City will furnish to the winning bidder the opinion of bond counsel hereinafter described and certificates verifying that no litigation in any manner questioning the validity of the Notes is then pending or, to the best knowledge of officers of the City, threatened. Payment for the Notes must be received by the City at its designated depository on the date of closing in immediately available funds.

LEGAL MATTERS

An opinion as to the validity of the Notes will be furnished by Quarles & Brady LLP, of Milwaukee, Wisconsin, bond counsel to the City. The legal opinion will be issued on the basis of existing law and will state that the Notes are valid and binding general obligations of the City; provided that the rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding). (See "FORM OF LEGAL OPINION" found in Appendix B of the Preliminary Official Statement.)

Quarles & Brady LLP has also been retained by the City to serve as Disclosure Counsel to the City with respect to the Notes. Although, as Disclosure Counsel to the City, Quarles & Brady LLP has assisted the City with certain disclosure matters, Quarles & Brady LLP has not undertaken to independently verify the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Notes and assumes no responsibility whatsoever nor shall have any liability to any other party for the statements or information contained or incorporated by reference in this Official Statement. Further, Quarles & Brady LLP makes no representation as to the suitability of the Notes for any investor.

SUBMISSION OF BIDS

Bids must not be for less than \$2,336,400 nor more than \$2,478,000 plus accrued interest on the principal sum of \$2,360,000 from date of original issue of the Notes to date of delivery. Prior to the time established above for the opening of bids, interested parties may submit a bid as follows:

- 1) Electronically to bondsale@ehlers-inc.com; or
- 2) Electronically via **PARITY** in accordance with this Notice of Sale until 11:00 A.M. Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY**, potential bidders may contact Ehlers or i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone (212) 849-5021.

Bids must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of bids. Each bid must be unconditional except as to legality. Neither the City nor Ehlers shall be responsible for any failure to receive a facsimile submission.

A good faith deposit ("Deposit") in the amount of \$47,200 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith.

The City and the winning bidder who chooses to so wire the Deposit hereby agree irrevocably that Ehlers shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: 1) All income earned thereon shall be retained by the escrow holder as payment for its expenses; 2) If the bid is not accepted, Ehlers shall, at its expense, promptly return the Deposit amount to the winning bidder; 3) If the bid is accepted, the Deposit shall be returned to the winning bidder at the closing; 4) Ehlers shall bear all costs of maintaining the escrow account and returning the funds to the winning bidder; 5) Ehlers shall not be an insurer of the Deposit amount and shall have no liability hereunder except if it willfully fails to perform or recklessly disregards, its duties specified herein; and 6) FDIC insurance on deposits within the escrow account shall be limited to \$250,000 per bidder.

No bid can be withdrawn after the time set for receiving bids unless the meeting of the City scheduled for award of the Notes is adjourned, recessed, or continued to another date without award of the Notes having been made.

AWARD

The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a True Interest Cost (TIC) basis. The City's computation of the interest rate of each bid, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Notes will be awarded by lot. The City reserves the right to reject any and all bids and to waive any informality in any bid.

BOND INSURANCE

If the Notes are qualified for any bond insurance policy, the purchase of such policy shall be at the sole option and expense of the winning bidder. Any cost for such insurance policy is to be paid by the winning bidder, except that, if the City requested and received a rating on the Notes from a rating agency, the City will pay that rating fee. Any rating agency fees not requested by the City are the responsibility of the winning bidder.

Failure of the municipal bond insurer to issue the policy after the Notes are awarded to the winning bidder shall not constitute cause for failure or refusal by the winning bidder to accept delivery of the Notes.

CUSIP NUMBERS

The City will assume no obligation for the assignment or printing of CUSIP numbers on the Notes or for the correctness of any numbers printed thereon, but will permit such numbers to be printed at the expense of the winning bidder, if the winning bidder waives any delay in delivery occasioned thereby.

NON-QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will NOT designate the Notes as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended, which permits financial institutions to deduct interest expenses allocable to the Notes to the extent permitted under prior law.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 the City will enter into an undertaking for the benefit of the holders of the Notes. A description of the details and terms of the undertaking is set forth in Appendix D of the Official Statement.

PRELIMINARY OFFICIAL STATEMENT

Bidders may obtain a copy of the Preliminary Official Statement relating to the Notes prior to the bid opening by request from Ehlers at www.ehlers-inc.com by connecting to the Bond Sales link. The Syndicate Manager will be provided with an electronic copy of the Final Official Statement within seven business days of the bid acceptance. Up to 10 printed copies of the Final Official Statement will be provided upon request. Additional copies of the Final Official Statement will be available at a cost of \$10.00 per copy.

Information for bidders and bid forms may be obtained from Ehlers at 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Telephone (651) 697-8500.

By Order of the Common Council

Karen Hall, City Comptroller/Finance Director
City of Lake Geneva, Wisconsin

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

BID TABULATION

\$2,360,000* Taxable General Obligation Promissory Notes, Series 2021A

City of Lake Geneva, Wisconsin

SALE: January 11, 2021

AWARD: BANKERS' BANK

Rating: Moody's Investor's Service "Aa2"

Taxable - Non-Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BANKERS' BANK Madison, Wisconsin	2022	0.250%	0.250%	\$2,352,920.00	\$138,171.35	1.0021%
	2023	0.300%	0.300%			
First National Bank and Trust Company	2024	0.350%	0.350%			
	2025	0.450%	0.450%			
	2026	0.600%	0.600%			
	2027	0.750%	0.750%			
	2028	0.900%	0.900%			
	2029	1.050%	1.050%			
	2030	1.200%	1.200%			
	2031	1.400%	1.400%			
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$2,352,023.20	\$146,238.72	1.0607%
BAIRD Milwaukee, Wisconsin				\$2,426,695.40	\$158,632.72	1.1345%
PIPER SANDLER & CO. Chicago, Illinois				\$2,350,549.00	\$157,005.81	1.1392%
BOK FINANCIAL SECURITIES, INC. Milwaukee, Wisconsin				\$2,424,327.90	\$163,610.43	1.1706%

* Subsequent to bid opening the issue size was decreased to \$2,330,000.

Adjusted Price - \$2,323,010.00

Adjusted Net Interest Cost - \$138,006.98

Adjusted TIC - 1.0031%

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
FIFTH THIRD SECURITIES, INC. Cincinnati, Ohio				\$2,461,295.15	\$172,096.20	1.2265%
SAMCO CAPITAL MARKETS San Antonio, Texas				\$2,344,532.35	\$172,711.75	1.2555%
HUNTINGTON SECURITIES, INC Chicago, Illinois				\$2,437,906.25	\$187,643.28	1.3464%

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

BID FORM

The Common Council
City of Lake Geneva, Wisconsin

January 11, 2021

RE: \$2,360,000* Taxable General Obligation Promissory Notes, Series 2021A (the "Notes")
DATED: February 4, 2021

For all or none of the above Notes, in accordance with the Notice of Sale and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ 2,352,420 (not less than \$2,336,400 nor more than \$2,478,000) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

<u>.25</u>	% due	2022	<u>.60</u>	% due	2026	<u>1.20</u>	% due	2030
<u>.30</u>	% due	2023	<u>.75</u>	% due	2027	<u>1.40</u>	% due	2031
<u>.35</u>	% due	2024	<u>.90</u>	% due	2028			
<u>.45</u>	% due	2025	<u>1.05</u>	% due	2029			

* The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$47,200 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Notice of Sale. This bid is for prompt acceptance and is conditional upon delivery of said Notes to The Depository Trust Company, New York, New York, in accordance with the Notice of Sale. Delivery is anticipated to be on or about February 4, 2021.

This bid is subject to the City's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Preliminary Official Statement for the Notes.

We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the City with the reoffering price of the Notes within 24 hours of the bid acceptance.

This bid is a firm offer for the purchase of the Notes identified in the Notice of Sale, on the terms set forth in this bid form and the Notice of Sale, and is not subject to any conditions, except as permitted by the Notice of Sale.

By submitting this bid, we confirm that we are an underwriter and have an established industry reputation for underwriting new issuances of municipal bonds.
YES: ☒ NO: ☐

Account Manager: Bankers Bank By: Garrett Marr - FVP

Account Members: First National Bank and Trust Company

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from February 4, 2021 of the above bid is \$ 138,171.35 and the true interest cost (TIC) is 1.0021 %.

The foregoing offer is hereby accepted by and on behalf of the Common Council of the City of Lake Geneva, Wisconsin, on January 11, 2021.

By: _____ By: _____
Title: _____ Title: _____

* Subsequent to bid opening the issue size was decreased to \$2,330,000.

Adjusted Price - \$2,323,010.00 Adjusted Net Interest Cost - \$138,006.98 Adjusted TIC - 1.0031%

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Lake Geneva, Wisconsin

\$2,330,000 TAXABLE General Obligation Promissory Notes, Series 2021A

SINGLE PURPOSE

Dated: February 4, 2021 Winning Bidder: Bankers' Bank

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
02/01/2022	Serial Coupon	0.250%	0.250%	185,000.00	100.000%	185,000.00
02/01/2023	Serial Coupon	0.300%	0.300%	150,000.00	100.000%	150,000.00
02/01/2024	Serial Coupon	0.350%	0.350%	230,000.00	100.000%	230,000.00
02/01/2025	Serial Coupon	0.450%	0.450%	230,000.00	100.000%	230,000.00
02/01/2026	Serial Coupon	0.600%	0.600%	235,000.00	100.000%	235,000.00
02/01/2027	Serial Coupon	0.750%	0.750%	250,000.00	100.000%	250,000.00
02/01/2028	Serial Coupon	0.900%	0.900%	250,000.00	100.000%	250,000.00
02/01/2029	Serial Coupon	1.050%	1.050%	250,000.00	100.000%	250,000.00
02/01/2030	Serial Coupon	1.200%	1.200%	275,000.00	100.000%	275,000.00
02/01/2031	Serial Coupon	1.400%	1.400%	275,000.00	100.000%	275,000.00
Total		-	-	\$2,330,000.00	-	\$2,330,000.00

Bid Information

Par Amount of Bonds	\$2,330,000.00
Gross Production	\$2,330,000.00
Total Underwriter's Discount (0.300%)	\$(6,990.00)
Bid (99.700%)	2,323,010.00
Total Purchase Price	\$2,323,010.00
Bond Year Dollars	\$13,725.58
Average Life	5.891 Years
Average Coupon	0.9545458%
Net Interest Cost (NIC)	1.0054726%
True Interest Cost (TIC)	1.0031471%

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Lake Geneva, Wisconsin

\$2,330,000 TAXABLE General Obligation Promissory Notes, Series 2021A

SINGLE PURPOSE

Dated: February 4, 2021 Winning Bidder: Bankers' Bank

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/04/2021	-	-	-	-	-
02/01/2022	185,000.00	0.250%	17,911.98	202,911.98	-
08/01/2022	-	-	8,800.00	8,800.00	211,711.98
02/01/2023	150,000.00	0.300%	8,800.00	158,800.00	-
08/01/2023	-	-	8,575.00	8,575.00	167,375.00
02/01/2024	230,000.00	0.350%	8,575.00	238,575.00	-
08/01/2024	-	-	8,172.50	8,172.50	246,747.50
02/01/2025	230,000.00	0.450%	8,172.50	238,172.50	-
08/01/2025	-	-	7,655.00	7,655.00	245,827.50
02/01/2026	235,000.00	0.600%	7,655.00	242,655.00	-
08/01/2026	-	-	6,950.00	6,950.00	249,605.00
02/01/2027	250,000.00	0.750%	6,950.00	256,950.00	-
08/01/2027	-	-	6,012.50	6,012.50	262,962.50
02/01/2028	250,000.00	0.900%	6,012.50	256,012.50	-
08/01/2028	-	-	4,887.50	4,887.50	260,900.00
02/01/2029	250,000.00	1.050%	4,887.50	254,887.50	-
08/01/2029	-	-	3,575.00	3,575.00	258,462.50
02/01/2030	275,000.00	1.200%	3,575.00	278,575.00	-
08/01/2030	-	-	1,925.00	1,925.00	280,500.00
02/01/2031	275,000.00	1.400%	1,925.00	276,925.00	-
08/01/2031	-	-	-	-	276,925.00
Total	\$2,330,000.00	-	\$131,016.98	\$2,461,016.98	-

Yield Statistics

Bond Year Dollars	\$13,725.58
Average Life	5.891 Years
Average Coupon	0.9545458%
Net Interest Cost (NIC)	1.0054726%
True Interest Cost (TIC)	1.0031471%
Bond Yield for Arbitrage Purposes	0.9504541%
All Inclusive Cost (AIC)	1.3165003%

IRS Form 8038

Net Interest Cost	0.9545458%
Weighted Average Maturity	5.891 Years

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WALWORTH COUNTY
NO. R- CITY OF LAKE GENEVA \$
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2021A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
February 1, February 4, 2021 %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS
(\$)

FOR VALUE RECEIVED, the City of Lake Geneva, Walworth County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$2,330,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of capital projects such as renovation of the first floor of the Riviera Building, as authorized by a resolution adopted on January 11, 2021. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on February 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on February 1, 2028 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

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

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

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

CITY OF LAKE GENEVA
WALWORTH COUNTY, WISCONSIN

By: _____
Charlene Klein
Mayor

(SEAL)

By: _____
Lana Kropf
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Lake Geneva, Walworth County, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

RESOLUTION NO. 21-R03

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF \$7,040,000 GENERAL OBLIGATION PROMISSORY
NOTES, SERIES 2021B

WHEREAS, on December 2, 2020, the Common Council of the City of Lake Geneva, Walworth County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2021B (the "Notes") for public purposes, including paying the cost of capital projects such as renovation of the second floor of the Riviera Building, public works and City building improvements and acquiring equipment for the City, including the fire and police departments (the "Project");

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on January 11, 2021;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on January 11, 2021;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions

taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SEVEN MILLION FORTY THOUSAND DOLLARS (\$7,040,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2021B"; shall be issued in the aggregate principal amount of \$7,040,000; shall be dated February 4, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on February 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on February 1, 2028 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2021 through 2030 for the payments due in the years 2022 through 2031 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2021B, dated February 4, 2021" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

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

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

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

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

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of

the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

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

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

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

Adopted, approved and recorded January 11, 2021.

Charlene Klein
Mayor

ATTEST:

Lana Kropf
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

NOTICE OF SALE

\$7,120,000* GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021B CITY OF LAKE GENEVA, WISCONSIN

Bids for the purchase of \$7,120,000* General Obligation Promissory Notes, Series 2021B (the "Notes") of the City of Lake Geneva, Wisconsin (the "City") will be received at the offices of Ehlers and Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, municipal advisors to the City, until 11:00 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via **PARITY**, in the manner described below, until 11:00 A.M. Central Time, on January 11, 2021, at which time they will be opened, read and tabulated. The bids will be presented to the Common Council for consideration for award by resolution at a meeting to be held at 6:00 P.M., Central Time, on the same date. The bid offering to purchase the Notes upon the terms specified herein and most favorable to the City will be accepted unless all bids are rejected.

PURPOSE

The Notes are being issued pursuant to Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of capital projects such as renovation of the second floor of the Riviera Building, public works and City building improvements and acquiring equipment for the City, including the fire and police departments. The Notes are general obligations of the City, and all the taxable property in the City is subject to the levy of a tax to pay the principal of and interest on the Notes as they become due which tax may, under current law, be levied without limitation as to rate or amount.

DATES AND MATURITIES

The Notes will be dated February 4, 2021, will be issued as fully registered Notes in the denomination of \$5,000 each, or any integral multiple thereof, and will mature on February 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2022	\$650,000	2026	\$805,000	2030	\$745,000
2023	435,000	2027	730,000	2031	765,000
2024	755,000	2028	720,000		
2025	780,000	2029	735,000		

ADJUSTMENT OPTION

* The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BOND OPTION

Bids for the Notes may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. All dates are inclusive.

INTEREST PAYMENT DATES AND RATES

Interest will be payable on February 1 and August 1 of each year, commencing February 1, 2022, to the registered owners of the Notes appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board. All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

BOOK-ENTRY-ONLY FORMAT

Unless otherwise specified by the purchaser, the Notes will be designated in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Notes, and will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of interests between its participants. The participants will be responsible for maintaining records regarding the beneficial interests of the individual purchasers of the Notes. So long as Cede & Co. is the registered owner of the Notes, all payments of principal and interest will be made to the depository which, in turn, will be obligated to remit such payments to its participants for subsequent disbursement to the beneficial owners of the Notes.

PAYING AGENT

The City has selected Bond Trust Services Corporation, Roseville, Minnesota, to act as paying agent (the "Paying Agent"). Bond Trust Services Corporation and Ehlers are affiliate companies. The City will pay the charges for Paying Agent services. The City reserves the right to remove the Paying Agent and to appoint a successor.

OPTIONAL REDEMPTION

At the option of the City, the Notes maturing on or after February 1, 2029 shall be subject to optional redemption prior to maturity on February 1, 2028 or any date thereafter, at a price of par plus accrued interest.

Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Notes to be redeemed shall be at the discretion of the City. If only part of the Notes having a common maturity date are called for redemption, then the City or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of such call shall be given by sending a notice by registered or certified mail, facsimile or electronic transmission, overnight delivery service or in any other manner required by DTC, not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Note to be redeemed at the address shown on the registration books.

DELIVERY

On or about February 4, 2021, the Notes will be delivered without cost to the winning bidder at DTC. On the day of closing, the City will furnish to the winning bidder the opinion of bond counsel hereinafter described, an arbitrage certification, and certificates verifying that no litigation in any manner questioning the validity of the Notes is then pending or, to the best knowledge of officers of the City, threatened. Payment for the Notes must be received by the City at its designated depository on the date of closing in immediately available funds.

LEGAL MATTERS

An opinion as to the validity of the Notes and the exemption from federal taxation of the interest thereon will be furnished by Quarles & Brady LLP, Bond Counsel to the City, and will be available at the time of delivery of the Notes. The legal opinion will be issued on the basis of existing law and will state that the Notes are valid and binding general obligations of the City; provided that the rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding). (See "FORM OF LEGAL OPINION" found in Appendix B of the Preliminary Official Statement.)

Quarles & Brady LLP has also been retained by the City to serve as Disclosure Counsel to the City with respect to the Notes. Although, as Disclosure Counsel to the City, Quarles & Brady LLP has assisted the City with certain disclosure matters, Quarles & Brady LLP has not undertaken to independently verify the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Notes and assumes no responsibility whatsoever nor shall have any liability to any other party for the statements or information contained or incorporated by reference in this Official Statement. Further, Quarles & Brady LLP makes no representation as to the suitability of the Notes for any investor.

SUBMISSION OF BIDS

Bids must not be for less than \$7,048,800 nor more than \$7,476,000 plus accrued interest on the principal sum of \$7,120,000 from date of original issue of the Notes to date of delivery. Prior to the time established above for the opening of bids, interested parties may submit a bid as follows:

- 1) Electronically to bondsale@ehlers-inc.com; or
- 2) Electronically via **PARITY** in accordance with this Notice of Sale until 11:00 A.M. Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY**, potential bidders may contact Ehlers or i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone (212) 849-5021.

Bids must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of bids. Each bid must be unconditional except as to legality. Neither the City nor Ehlers shall be responsible for any failure to receive a facsimile submission.

A good faith deposit ("Deposit") in the amount of \$142,400 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith.

The City and the winning bidder who chooses to so wire the Deposit hereby agree irrevocably that Ehlers shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: 1) All income earned thereon shall be retained by the escrow holder as payment for its expenses; 2) If the bid is not accepted, Ehlers shall, at its expense, promptly return the Deposit amount to the winning bidder; 3) If the bid is accepted, the Deposit shall be returned to the winning bidder at the closing; 4) Ehlers shall bear all costs of maintaining the escrow account and returning the funds to the winning bidder; 5) Ehlers shall not be an insurer of the Deposit amount and shall have no liability hereunder except if it willfully fails to perform or recklessly disregards, its duties specified herein; and 6) FDIC insurance on deposits within the escrow account shall be limited to \$250,000 per bidder.

No bid can be withdrawn after the time set for receiving bids unless the meeting of the City scheduled for award of the Notes is adjourned, recessed, or continued to another date without award of the Notes having been made.

AWARD

The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a True Interest Cost (TIC) basis. The City's computation of the interest rate of each bid, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Notes will be awarded by lot. The City reserves the right to reject any and all bids and to waive any informality in any bid.

BOND INSURANCE

If the Notes are qualified for any bond insurance policy, the purchase of such policy shall be at the sole option and expense of the winning bidder. Any cost for such insurance policy is to be paid by the winning bidder, except that, if the City requested and received a rating on the Notes from a rating agency, the City will pay that rating fee. Any rating agency fees not requested by the City are the responsibility of the winning bidder.

Failure of the municipal bond insurer to issue the policy after the Notes are awarded to the winning bidder shall not constitute cause for failure or refusal by the winning bidder to accept delivery of the Notes.

CUSIP NUMBERS

The City will assume no obligation for the assignment or printing of CUSIP numbers on the Notes or for the correctness of any numbers printed thereon, but will permit such numbers to be printed at the expense of the winning bidder, if the winning bidder waives any delay in delivery occasioned thereby.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will designate the Notes as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 the City will enter into an undertaking for the benefit of the holders of the Notes. A description of the details and terms of the undertaking is set forth in Appendix D of the Official Statement.

NEW ISSUE PRICING

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Notes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and to provide a certificate which will be provided by Bond Counsel upon request.

(a) The winning bidder shall assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at closing an "issue price" or similar certificate satisfactory to Bond Counsel setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because:

- (1) The City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential investors;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in this bid.

(c) If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the winning bidder of such fact prior to the time of award of the sale of the Notes to the winning bidder. In such event, any bid submitted will not be subject to cancellation or withdrawal and the City agrees to use the rule selected by the winning bidder on its bid form to determine the issue price for the Notes. On its bid form, each bidder must select one of the following two rules for determining the issue price of the Notes: (1) the first price at which 10% of a maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity or (2) the initial offering price to the public as of the sale date as the issue price of each maturity of the Notes (the "hold-the-offering-price rule").

(d) If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the hold-the-offering-price rule, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale whether it has sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The City acknowledges that in making the representation set forth above, the winning bidder will rely on:

(i) the agreement of each underwriter to comply with requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-price rule, if applicable to the Notes, as set forth in an agreement among underwriters and the related pricing wires,

(ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing

issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in a selling group agreement and the related pricing wires, and

(iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is party to such agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price rule of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Notes.

(e) If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the 10% test, the winning bidder agrees to promptly report to the City, Bond Counsel and Ehlers the prices at which the Notes have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Notes of that maturity have been sold or (ii) the 10% test has been satisfied as to each maturity of the Notes, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(f) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is party to such third-party distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the unsold Notes of each maturity allocated to it, whether or not the Closing Date has occurred until either all securities of that maturity allocated to it have been sold or it is notified by the winning bidder that either the 10% test has been satisfied as to the Notes of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to:

(A) to promptly notify the winning bidder of any sales of Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below), and

(B) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(g) Sales of any Notes to any person that is a related party to an underwriter participating in the initial sale of the Notes to the public (each term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Notes to the public),
- (iii) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date that the Notes are awarded by the City to the winning bidder.

PRELIMINARY OFFICIAL STATEMENT

Bidders may obtain a copy of the Preliminary Official Statement relating to the Notes prior to the bid opening by request from Ehlers at www.ehlers-inc.com by connecting to the Bond Sales link. The Syndicate Manager will be provided with an electronic copy of the Final Official Statement within seven business days of the bid acceptance. Up to 10 printed copies of the Final Official Statement will be provided upon request. Additional copies of the Final Official Statement will be available at a cost of \$10.00 per copy.

Information for bidders and bid forms may be obtained from Ehlers at 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Telephone (651) 697-8500.

By Order of the Common Council

Karen Hall, City Comptroller/Finance Director
City of Lake Geneva, Wisconsin

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

BID TABULATION

\$7,120,000* General Obligation Promissory Notes, Series 2021B

City of Lake Geneva, Wisconsin

SALE: January 11, 2021

AWARD: BOK FINANCIAL SECURITIES, INC.

Rating: Moody's Investor's Service "Aa2"

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BOK FINANCIAL SECURITIES, INC. Milwaukee, Wisconsin	2022	2.000%	0.170%	\$7,447,743.00	\$280,607.42	0.6745%
	2023	2.000%	0.200%			
	2024	2.000%	0.220%			
	2025	2.000%	0.250%			
	2026	2.000%	0.320%			
	2027	2.000%	0.420%			
	2028	2.000%	0.520%			
	2029	1.000%	0.650%			
	2030	1.000%	0.750%			
	2031	1.000%	0.850%			
RAYMOND JAMES & ASSOCIATES, INC. Memphis, Tennessee				\$7,445,793.85	\$282,556.57	0.6793%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$7,439,589.40	\$288,761.02	0.6946%
PIPER SANDLER & CO. Minneapolis, Minnesota				\$7,460,956.65	\$305,090.43	0.7339%
BAIRD Milwaukee, Wisconsin				\$7,422,574.55	\$305,775.87	0.7366%

* Subsequent to bid opening the issue size was decreased to \$7,040,000.

Adjusted Price - \$7,353,271.25

Adjusted Net Interest Cost - \$288,605.83

Adjusted TIC - 0.6876%

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BANKERS' BANK Madison, Wisconsin				\$7,209,389.95	\$315,866.72	0.7725%
FHN FINANCIAL CAPITAL MARKETS Memphis, Tennessee				\$7,475,989.17	\$361,375.83	0.8698%
HUNTINGTON SECURITIES, INC Chicago, Illinois				\$7,476,000.00	\$373,952.38	0.8921%
THE BAKER GROUP Oklahoma City, Oklahoma				\$7,455,755.90	\$379,122.85	0.9152%

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

BID FORM

The Common Council
City of Lake Geneva, Wisconsin

January 11, 2021

RE: \$7,120,000* General Obligation Promissory Notes, Series 2021B (the "Notes")
DATED: February 4, 2021

For all or none of the above Notes, in accordance with the Notice of Sale and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ 7,447,743.00 (not less than \$7,048,800 nor more than \$7,476,000) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

<u>2.000</u>	% due	2022	<u>2.000</u>	% due	2026	<u>1.000</u>	% due	2030
<u>2.000</u>	% due	2023	<u>2.000</u>	% due	2027	<u>1.000</u>	% due	2031
<u>2.000</u>	% due	2024	<u>2.000</u>	% due	2028			
<u>2.000</u>	% due	2025	<u>1.000</u>	% due	2029			

* The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$142,400 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Notice of Sale. This bid is for prompt acceptance and is conditional upon delivery of said Notes to The Depository Trust Company, New York, New York, in accordance with the Notice of Sale. Delivery is anticipated to be on or about February 4, 2021.

This bid is subject to the City's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Preliminary Official Statement for the Notes.

We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the City with the reoffering price of the Notes within 24 hours of the bid acceptance.

This bid is a firm offer for the purchase of the Notes identified in the Notice of Sale, on the terms set forth in this bid form and the Notice of Sale, and is not subject to any conditions, except as permitted by the Notice of Sale.

By submitting this bid, we confirm that we are an underwriter and have an established industry reputation for underwriting new issuances of municipal bonds.
YES: X NO:

If the competitive sale requirements are not met, we elect to use either the: 10% test, or the hold-the-offering-price rule to determine the issue price of the Notes.

Account Manager: BOK Financial Securities, Inc.

By: 

Account Members: Alone

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from February 4, 2021 of the above bid is \$ 280,607.42 and the true interest cost (TIC) is 0.674506 %.

The foregoing offer is hereby accepted by and on behalf of the Common Council of the City of Lake Geneva, Wisconsin, on January 11, 2021.

By: _____

By: _____

Title: _____

Title: _____

* Subsequent to bid opening the issue size was decreased to \$7,040,000.
Adjusted Price - \$7,353,271.25 Adjusted Net Interest Cost - \$288,605.83 Adjusted TIC - 0.6876%

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Lake Geneva, Wisconsin

\$7,040,000 General Obligation Promissory Notes, Series 2021B

Issue Summary

Dated: February 4, 2021 Winning Bidder: BOK Financial Securities

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
02/01/2022	Serial Coupo	2.000%	0.170%	675,000.00	101.812%	-	-	-	687,231.00
02/01/2023	Serial Coupo	2.000%	0.200%	410,000.00	103.576%	-	-	-	424,661.60
02/01/2024	Serial Coupo	2.000%	0.220%	670,000.00	105.304%	-	-	-	705,536.80
02/01/2025	Serial Coupo	2.000%	0.250%	725,000.00	106.946%	-	-	-	775,358.50
02/01/2026	Serial Coupo	2.000%	0.320%	745,000.00	108.312%	-	-	-	806,924.40
02/01/2027	Serial Coupo	2.000%	0.420%	700,000.00	109.339%	-	-	-	765,373.00
02/01/2028	Serial Coupo	2.000%	0.520%	710,000.00	110.148%	-	-	-	782,050.80
02/01/2029	Serial Coupo	1.000%	0.650%	780,000.00	102.388% c	0.692%	02/01/2028	100.000%	798,626.40
02/01/2030	Serial Coupo	1.000%	0.750%	805,000.00	101.699% c	0.804%	02/01/2028	100.000%	818,676.95
02/01/2031	Serial Coupo	1.000%	0.850%	820,000.00	101.016% c	0.893%	02/01/2028	100.000%	828,331.20
Total	-	-	-	\$7,040,000.00	-	-	-	-	\$7,392,770.65

Bid Information

Par Amount of Bonds	\$7,040,000.00
Reoffering Premium or (Discount)	352,770.65
Gross Production	\$7,392,770.65
Total Underwriter's Discount (0.561%)	\$(39,499.40)
Bid (104.450%)	7,353,271.25
Total Purchase Price	\$7,353,271.25
Bond Year Dollars	\$40,926.33
Average Life	5.813 Years
Average Coupon	1.4706352%
Net Interest Cost (NIC)	0.7051837%
True Interest Cost (TIC)	0.6876703%

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Lake Geneva, Wisconsin

\$7,040,000 General Obligation Promissory Notes, Series 2021B

Issue Summary

Dated: February 4, 2021 Winning Bidder: BOK Financial Securities

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/04/2021	-	-	-	-	-
02/01/2022	675,000.00	2.000%	115,777.08	790,777.08	-
08/01/2022	-	-	51,625.00	51,625.00	842,402.08
02/01/2023	410,000.00	2.000%	51,625.00	461,625.00	-
08/01/2023	-	-	47,525.00	47,525.00	509,150.00
02/01/2024	670,000.00	2.000%	47,525.00	717,525.00	-
08/01/2024	-	-	40,825.00	40,825.00	758,350.00
02/01/2025	725,000.00	2.000%	40,825.00	765,825.00	-
08/01/2025	-	-	33,575.00	33,575.00	799,400.00
02/01/2026	745,000.00	2.000%	33,575.00	778,575.00	-
08/01/2026	-	-	26,125.00	26,125.00	804,700.00
02/01/2027	700,000.00	2.000%	26,125.00	726,125.00	-
08/01/2027	-	-	19,125.00	19,125.00	745,250.00
02/01/2028	710,000.00	2.000%	19,125.00	729,125.00	-
08/01/2028	-	-	12,025.00	12,025.00	741,150.00
02/01/2029	780,000.00	1.000%	12,025.00	792,025.00	-
08/01/2029	-	-	8,125.00	8,125.00	800,150.00
02/01/2030	805,000.00	1.000%	8,125.00	813,125.00	-
08/01/2030	-	-	4,100.00	4,100.00	817,225.00
02/01/2031	820,000.00	1.000%	4,100.00	824,100.00	-
08/01/2031	-	-	-	-	824,100.00
Total	\$7,040,000.00	-	\$601,877.08	\$7,641,877.08	-

Yield Statistics

Bond Year Dollars	\$40,926.33
Average Life	5.813 Years
Average Coupon	1.4706352%
Net Interest Cost (NIC)	0.7051837%
True Interest Cost (TIC)	0.6876703%
Bond Yield for Arbitrage Purposes	0.5674606%
All Inclusive Cost (AIC)	0.8650802%

IRS Form 8038

Net Interest Cost	0.5815539%
Weighted Average Maturity	5.794 Years

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WALWORTH COUNTY
NO. R- CITY OF LAKE GENEVA \$
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2021B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
February 1, February 4, 2021 %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS
(\$)

FOR VALUE RECEIVED, the City of Lake Geneva, Walworth County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$7,040,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of capital projects such as renovation of the second floor of the Riviera Building, public works and City building improvements and acquiring equipment for the City, including the fire and police departments, as authorized by a resolution adopted on January 11, 2021. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on February 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on February 1, 2028 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon

and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

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

CITY OF LAKE GENEVA
WALWORTH COUNTY, WISCONSIN

By: _____
Charlene Klein
Mayor

(SEAL)

By: _____
Lana Kropf
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Lake Geneva, Walworth County, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

RESOLUTION OF THE COMMON COUNCIL			
Resolution combining Polling Locations for the February 16, 2021 Spring Primary			
Committee:	N/A		
Fiscal Impact:	N/A		
File Number:	21-R04	Date:	January 11, 2021

WHEREAS, the City of Lake Geneva ordinarily uses two polling places and for elections; and

WHEREAS, voter turnout for February 16, 2021 Spring Primary has been historically low, and

WHEREAS, due to the COVID-19 Pandemic the City of Lake Geneva Fire Department (Station #1), 730 Marshall St, is not open to outside visitors and cannot be available as a polling location, and

WHEREAS, providing open and accessible polling places to the voters is extremely important, as well as considering the prudent use of City tax dollars, and

WHEREAS, Sec. 26-6, of the Municipal Code of Lake Geneva authorizes the City Council to designate the City Hall building, 626 Geneva Street as the polling place for Aldermanic districts I,II, III, and IV when only statewide primaries or referendums are on the ballot and low voter turnout is anticipated,

NOW, THEREFORE, BE IT RESOLVED, that for the February 16, 2021 Spring Primary Election only, residents of Aldermanic Districts I, II, III, and IV shall vote at the City Hall Building, 626 Geneva Street, Lake Geneva, WI.

Granted by action of the Common Council of the City of Lake Geneva this 11th day of January, 2021.

Council Action: ☐ Adopted ☐ Failed **Vote** _____

Mayoral Action: ☐ Accept ☐ Veto

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

City of Lake Geneva

Landscaping Maintenance Agreement Proposal

2021 Season

pg 1/9

To provide maintenance, care and housekeeping of all exterior landscaped areas *excluding* paved areas, lights, signs, fences and irrigation systems in accordance with the City of Lake Geneva's specifications and planting list. To include Addendum #1.

AGREEMENT

This agreement, made this 9th day of September 2020 by and between Breezy Hill Nursery, Inc. party of the first part, hereinafter called the Contractor, and the City of Lake Geneva WI, party of the second part, hereinafter called the City

Article 1. SCOPE OF WORK

The Contractor shall furnish all the materials, tools, equipment, labor and everything necessary to perform, and shall perform in accordance with the plans and specifications and terms of this contract the work of maintaining designated landscaping areas in the City.

Article 2. PERIOD OF COVERAGE

This proposal shall provide for maintenance services for the 2021 season, approximately April 1st through November 30th of each year. Work shall begin within 15 days of acceptance of this contract as evidenced by the contractor's signature to said contract.

Article 3. DEDUCTIONS

If the contract is not fully completed according to the terms of the contract within the time limits herein stipulated, the contractor shall be notified by the City in writing. Contractor shall have 5 working days from receipt of notice to correct deficiencies in performance. Failure by the contractor to remedy deficiencies may result in termination of the contract. The City may, at its option, seek liquidated damages. Where any deductions from or forfeitures of payment in connection with the work of this contract are duly and properly declared or imposed against the contractor, in accordance with the terms of this contract, State Laws or City Ordinance, the total amount thereof may be withheld from any money whatsoever due or to become due the contractor under the contract, and when deducted shall be deemed and taken as payment in such amount.

ARTICLE 4. PAYMENTS.

Invoices by the contractor shall be received and paid by the City in four (4) equal bi-monthly payments on 01 May, 01 July, 01 September and 01 December of each year.

ARTICLE 5. INSURANCE and LIABILITIES.

Contractor agrees to save, defend, indemnify and hold harmless the City against all demands, liabilities, costs and expenses connected with the furnishing of any material or labor, or because of any injury to persons or property, or from the violation of law and infringement of patents. The City in consideration for the contractor complying with the contract as provided for by the specifications, agrees to pay the contractor at the times and in the manner and in the conditions set forth in said specifications the sum and amounts set forth in said proposal, pursuant hereof the contract was awarded to him, it being understood that such payment shall be upon invoices furnished by the contractor. The material and workmanship shall be free from all defects which might be caused by the use of poor materials, or improperly done. If during that period, it is found that workmanship is defective, or that there has been work improperly performed, the contractor shall at his own cost and expense upon written order from the City, entirely remove any defective portion of the work or repair the same under City direction.

The contractor shall provide the City with a Pre-Approval packet available from the City Clerk's Office with evidence of Workers Comp, public liability and property damage insurance. Limits of insurance shall be as follows; minimum amounts of \$1 million bodily injury and \$1 million property damage including both injury and property damage caused by vehicles and machinery. Said packet shall accompany this contract and/or be on file with the City Clerk at 626 Geneva St., Lake Geneva WI 53147 prior to award of contract.

The specifications together with any plans, advertisement, Addendum #1 and this agreement shall form the contract.

ARTICLE 7. SPECIFICATIONS.

SHRUB, EVERGREEN AND GROUND BEDS (MINIMUM REQUIREMENTS)

1. All beds shall be edged two times per season at least 2 months apart.
2. Fertilizer shall be applied to the beds one time a season.
3. A pre-emergent herbicide shall be applied to the beds one time a season and *as required*.
4. All beds shall receive a 2" - 3" layer of shredded bark at the beginning of the season.
5. All beds shall be weeded weekly to present a neat and weed-free appearance.
6. All shrub and evergreen beds shall be pruned a minimum of four times a season in staggered intervals.
7. All groundcover beds shall be pruned as needed.
8. A post-emergent herbicide shall be applied to all beds three times a season at staggered intervals.
9. All Perennials that do not have an ornamental value in winter will be cut down in fall and cuttings removed.

ORNAMENTAL TREES

1. All tree rings in planting/landscape areas shall be edged two times a season at staggered intervals.
2. Ornamental trees shall be spot pruned once a season to remove dead or damaged branches and to develop the natural form of the plant.

MISCELLANEOUS

1. A general spring clean-up will be performed at the beginning of the season.
2. A fall clean-up will be performed at the end of the season.

3. All perennials shall be deadheaded as needed to permute new flowers and keep a neat compact appearance.
4. All beds and trees shall be mulched with a 2" to 3" layer of shredded bark in the spring.
5. Work not included in this proposal shall be done when requested in writing on a time and material basis at current rates and material at retail less 10%. Equipment will be billed at current rates. Contractor shall provide his annual hourly rate sheet to the City each year prior to 01 May.

GENERAL

1. All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Chemicals will be applied by licensed personnel.
2. Materials shall be applied in accordance with manufacturers' directions. Where alternate products are available, the environmental impact of the products shall govern which is used.
3. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
4. Landscape debris shall be removed from the site at the end of each day at no additional charge.
5. Certificate of Insurance will be provided to the City after execution of contract and prior to any work.
6. Contractor's pesticide license shall be current and made available to the City for inspection upon request.
7. The Contractor will be responsible for contacting the local utility location services, (Digger's Hotline), for underground line locations. The Contractor shall not be held responsible for any sub-surface lines, which are not normally located and marked by the local utility location services unless so identified by the City. These would include, but are not limited to, invisible dog fences, cable, TV, security lines, irrigation, lighting systems, gas barbecue lines and pool equipment lines.
8. Monthly progress reports of completed tasks shall be submitted to the City Superintendent of Public Works outlining current conditions. Payment shall not be made if there are any outstanding reports.
9. Prior to work being performed the Contractor shall supply a monthly schedule to the Superintendent.

Unforeseen and unpredictable items occur and shall be responded to during the course of the year. Because of the unpredictable nature of such events, it is the Contractor's responsibility to promptly bring these concerns to the attention of the City when discovered. In these instances the City may provide written and/or verbal authorization to the Contractor to cure the event on a time and material basis.

The following operations are a partial list of the types of work not included in this proposal which would be reimbursed to the Contractor on a time and material basis:

1. Repairs/replacement of turf, shrubs and trees due to snow damage.
2. Repairs to turf, shrubs and trees due to damage by those other than the Contractor.
3. Watering of turf, shrubs, flowers and trees.
4. The application of any pesticide not covered within the body of this proposal.
5. The pruning of trees having a trunk diameter of greater than 8" inches.
6. Insect and disease problems in the lawn.
7. Removal of dead shrubbery and trees.

Rates for labor, material and equipment costs per/hr shall be given to the Street Superintendent prior to 01 May of each contract year. To include but not limited to; Topsoil delivered and placed, grass seeding, mulch delivered and placed, skid-steer loader, removal per cu/yd of spoil. Any other vegetation/shrubs/trees shall be at current market rates. In these instances the Contractor may not proceed to cure such items unless Contractor is provided written authorization from the City to cure the issue on a time and material basis at the rates and costs provided to the Street Superintendent on May 1 of each contract year.

PROPOSAL.

Proposals shall be placed in a sealed envelope clearly marked 'City of Lake Geneva 2021 Landscape Maintenance Proposal' labeled with name of submitter on the outside of envelope and returned to the City Clerk, City of Lake Geneva, 626 Geneva St, Lake Geneva WI 53147 by 10:00 A.M., on Wednesday, 09 September 2020 to provide maintenance, care and housekeeping of all exterior landscaped areas per the Exhibit plans and maintenance pricing, excluding plantings, paved areas, lights, signs, fences, and irrigation systems, in accordance with the City of Lake Geneva specifications and planting list. Absolutely no late, unsealed, unsigned or unlabeled proposals shall be accepted. The City shall not be responsible for late and/or misdirected mail or cartage therefor hand delivery is encouraged.

Planting Location

Bid Price 2021

1. East Main Street STH 50 City sign area (By BP Gas Station, Peller Road)

\$585.23

2. Sailboat Entryway (361 West Main Street)

\$1,421.18

3. Donian Park Entrances (Two) – Main Street (North) and Center Street (West) &

Planting Strip along the Mill Race Adjacent to walkway, Street to Street

\$3,236.10

4. City Hall Front Yard Beds & Building Foundation Plantings Front & West Side

\$3,975.06

5. Parking Lot A – Geneva Street and Cook Street (Islands & Entryways)

\$1,057.01

6. Parking Lot D– Geneva Street and Sage Street (Shrubbery & Entryways)

\$857.30

7. Parking Lot G – Geneva Street (Islands & Entryways)

\$1,255.65

8. American Legion Vets Memorial on lakefront in Library Park

\$821.74

9. Riviera on the Lakefront, Driehaus Plaza mulch beds/shrubs

\$3,517.50

10. West Main Street (Library Park by Maxwell Street)

\$624.38

11. Longland Park, around sign. (Williams St., north end.)

\$637.29

12. Paul Molitor Field Entrance Bed (West Parking Lot Veterans Park)

\$490.67

13. Mulch beds surrounding Andy Gump statue in Flat Iron Park

\$572.25

14. Landscape areas around Brunk Pavilion in Flat Iron Park.

\$572.262021 Base Bid Total; \$ 19,1023.422021 Base Bid Total in words; nineteen thousand six hundred
twenty three dollars and forty two cents

I hereby certify that all statements herein are made on behalf
of Breezy Hill Nursery (Name of Corporation, partnership or person submitting bid) and
that I have examined and carefully prepared this Proposal from the specifications and that I have full
authority to make such statements and submit this Proposal.

Name Mark Bodle Signature Mark Bodle
Title; Account Manager-
Landscape Maintenance Email mbodle@breezyhillnursery.com
Phone; (262) 945-7187

Name Bradd Epping Signature Bradd Epping
Title General Manager Email bepping@breezyhillnursery.com

IN WITNESS WHEREOF, the undersigned agreeing to be bound by the terms hereof have set their hand
and seals this 9 day of September, 2020.

BREEZY HILL NURSERY, INC.

By: Jerome Epping

Jerome Epping, President

Attest: Colleen Epping

Colleen Epping, Secretary

CITY OF LAKE GENEVA

By: _____

Charlene Klein, Mayor

Attest: _____

Lana Kropf, City Clerk

City of Lake Geneva
Landscaping Maintenance Agreement Proposal
2021 Season
Addendum #1
REQUIRED

1. Pond/waterfall/landscape area located just west of 529 W Main St on lot ZOP00300.

To include; Spring startup and pump (2) installation.

Monthly Checkup including mulch if needed.

Weed and trash removal/disposal.

Algae Buster Bacteria, or approved equivalent applications to keep pond algae free through each season.

Monitor and adjust water level.

Fall shut down, winterizing, pump removal (2). Pumps to be delivered to DPW office.

All supplies and manpower needed to fulfill contract.

Aquatic plant upkeep. Replanting by additional agreement.

Destructive species abatement. I.e.; turtles, muskrats, etc.

Pump maintenance/replacement shall be the responsibility of City.

Monthly charge \$ 230.00 x 8 months 2021

ADDENDUM #1 to the
City of Lake Geneva
Landscaping Maintenance Agreement Proposal
2021 Season

I hereby certify that all statements herein are made on behalf of Breezy Hill Nursery, Inc. (Name of Corporation, partnership or person submitting bid) and that I have examined and carefully prepared this Proposal from the specifications and that I have full authority to make such statements and submit this Proposal.

Name Mark Bodle
Signature Mark Bodle
Title: Account Manager-Landscape Maintenance
Email mbodle@breezyhillnursery.com Phone: (262) 945-7187

Name Bradd Epping Signature Bradd Epping
Title General Manager Email bepping@breezyhillnursery.com

IN WITNESS WHEREOF, the said Contractor has caused these presents to be signed by Bradd Epping its president or authorized officer, and countersigned by Bradd Epping its secretary, and the City of Lake Geneva has caused these present to be executed in its behalf by the Mayor and City Clerk of said City, the day and year first written.

Dated: _____

Mayor of City of Lake Geneva; _____

City Clerk _____

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 12/18/2020,12/23/2020,12/30/2020

Check.Type = {<>} "61"

Bank.Bank account = "043230"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
12/18/2020	75150	2046	ALLIANT ENERGY	1,503.71
12/18/2020	75151	2056	AMAZON	37.73
12/18/2020	75152	5770	AT & T TELECONFERENCE SERVICES	179.20
12/18/2020	75153	2108	AT&T LONG DISTANCE	48.21
12/18/2020	75154	5709	FEH DESIGN	5,569.37
12/18/2020	75155	2580	GLENN F CHERNEY	.00 V
12/18/2020	75156	5426	PULSE DESIGN INC	508.00
12/18/2020	75157	3233	RHYME BUSINESS PRODUCTS	596.28
12/18/2020	75158	3001	SECURIAN FINANCIAL GROUP	2,332.11
12/18/2020	75159	5278	SPRINGHORN, KARL	996.84
12/18/2020	75160	4918	TIME WARNER CABLE	104.98
12/18/2020	75161	5001	VERIZON WIRELESS	1,183.53
12/18/2020	75162	435	VON BRIESEN & ROPER S C	598.50
12/18/2020	75163	5071	WE ENERGIES	3,036.41
12/18/2020	75164	3775	GENEVA LAKES CARPET CLEANING	1,735.00
12/23/2020	75205	2046	ALLIANT ENERGY	2,923.22
12/23/2020	75206	2056	AMAZON	1,763.09
12/23/2020	75207	2104	AT&T	842.54
12/23/2020	75208	4973	US BANK	2,577.74
12/23/2020	75209	4975	US CELLULAR	806.48
12/23/2020	75210	58	WALMART	1.96
12/23/2020	75211	5091	WI DEPT OF ADMINISTRATION	600.00
12/30/2020	75217	2046	ALLIANT ENERGY	188.02
12/30/2020	75218	2104	AT&T	1,154.97
12/30/2020	75219	2572	GILBANK CONSTRUCTION INC	47,374.20
12/30/2020	75220	2670	HOME DEPOT CREDIT	664.80
12/30/2020	75221	5440	NEWSBANK INC	1,534.00
12/30/2020	75222	1009	NYQUIST ENGINEERING	355.00
12/30/2020	75223	4918	TIME WARNER CABLE	359.96
Grand Totals:				79,575.85

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11-00-00-13910	59.31	.00	59.31
11-00-00-16100	2,332.11	.00	2,332.11
11-00-00-21100	9.96	16,514.88-	16,504.92-
11-10-00-55000	179.20	.00	179.20
11-12-00-52210	61.07	.00	61.07
11-13-10-52140	598.50	.00	598.50
11-15-10-53990	65.59	.00	65.59
11-16-10-52210	840.92	.00	840.92
11-16-10-52220	2,923.22	.00	2,923.22

GL Account	Debit	Credit	Proof
11-16-10-52240	712.26	.00	712.26
11-16-10-53500	42.04	9.96-	32.08
11-21-00-52210	2,031.29	.00	2,031.29
11-21-00-52620	136.14	.00	136.14
11-21-00-53310	129.17	.00	129.17
11-21-00-53990	504.69	.00	504.69
11-21-00-54150	996.84	.00	996.84
11-21-00-55000	63.85	.00	63.85
11-21-00-55310	146.89	.00	146.89
11-21-00-57360	1,000.00	.00	1,000.00
11-22-00-52210	244.08	.00	244.08
11-22-00-52240	645.49	.00	645.49
11-22-00-53990	1.96	.00	1.96
11-24-00-52620	70.60	.00	70.60
11-29-00-52210	38.01	.00	38.01
11-32-10-52210	378.22	.00	378.22
11-32-10-52240	484.72	.00	484.72
11-51-10-52240	665.43	.00	665.43
11-52-00-53990	632.72	.00	632.72
11-52-01-52240	22.56	.00	22.56
11-70-00-57800	508.00	.00	508.00
40-00-00-21100	.00	2,163.67-	2,163.67-
40-54-10-52210	71.71	.00	71.71
40-54-10-53520	37.73	.00	37.73
40-55-10-52210	119.15	.00	119.15
40-55-10-52240	399.58	.00	399.58
40-55-20-52210	31.79	.00	31.79
40-55-30-52220	1,503.71	.00	1,503.71
42-00-00-21100	.00	176.88-	176.88-
42-34-50-52210	176.88	.00	176.88
43-00-00-21100	.00	47,374.20-	47,374.20-
43-21-00-17010	47,374.20	.00	47,374.20
48-00-00-21100	.00	346.69-	346.69-
48-00-00-52210	98.35	.00	98.35
48-00-00-52220	188.02	.00	188.02
48-00-00-52240	60.32	.00	60.32
50-00-00-21100	.00	597.00-	597.00-
50-21-00-58000	597.00	.00	597.00
61-00-00-21100	.00	2.16-	2.16-
61-00-00-53110	2.16	.00	2.16
62-00-00-21100	.00	14.52-	14.52-
62-00-00-92100	14.52	.00	14.52
99-00-00-21100	1,795.36	14,191.17-	12,395.81-
99-00-00-52160	5,569.37	.00	5,569.37
99-00-00-52210	197.02	.00	197.02
99-00-00-52220	46.05	.00	46.05
99-00-00-53600	1,735.00	1,735.00-	.00
99-00-00-54100	1,598.03	.00	1,598.03
99-00-00-54110	196.43	.00	196.43
99-00-00-54120	1,534.00	.00	1,534.00
99-00-00-55000	1,735.00	39.58-	1,695.42
99-00-00-55100	600.00	.00	600.00
99-00-00-55120	28.99	.00	28.99

GL Account	Debit	Credit	Proof
99-00-00-55140	355.00	20.78-	334.22
99-00-00-55320	596.28	.00	596.28
Grand Totals:	83,186.49	83,186.49-	.00

Dated: 1-5-2021Mayor: Charles KeatingCity Council: Ken HorvathJohn Yenker

City Recorder: _____

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 12/18/2020,12/23/2020,12/30/2020

Check.Type = {<>} "61"

Bank.Bank account = "043230"

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 12/18/2020,12/23/2020,12/29/2020,12/30/2020

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

Invoice.Batch = "12292020"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
12/29/2020	75212	5659	MSI GENERAL CORPORATION	70,732.25
Grand Totals:				70,732.25

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
43-00-00-21100	.00	70,732.25-	70,732.25-
43-40-00-17010	70,732.25	.00	70,732.25
Grand Totals:	70,732.25	70,732.25-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice Batch =

"P01082021","P01082021A","P01082021B","P01082021C","P01082021D","F01082021","01082021","01082021A","01082021B"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
ABT MAILCOM				
38265	12/18/2020	2020 TAX BILL MAILING	11-14-30-53120 POSTAGE-CITY CLERK	1,458.46
Total ABT MAILCOM:				1,458.46
AURORA HEALTH CARE				
1882128	12/13/2020	DOT DRUG SCREENS	11-32-10-52050 DRUG AND MEDICAL TESTING	180.00
765	12/15/2020	EMP CLINIC-NOV	11-10-20-51320 HEALTH AND DENTAL ADMIN CHGS	2,325.00
Total AURORA HEALTH CARE:				2,505.00
BATTERIES PLUS LLC				
P34416877	12/11/2020	BATTERIES FOR RADIOS	11-21-00-53990 PD MISCELLANEOUS EXP	174.75
P34621730	12/16/2020	BATTERIES	11-21-00-53990 PD MISCELLANEOUS EXP	68.40
Total BATTERIES PLUS LLC:				243.15
BEARINGS INC SOUTH				
66609	12/04/2020	(2) BELTS-LEAF VAC	48-00-00-52500 CEM EQUIP MAINT/REPAIRS	132.82
Total BEARINGS INC SOUTH:				132.82
BILLER PRESS				
20-21477	12/11/2020	BOAT LAUNCH RAMP-2021	11-00-00-16100 PREPAID EXPENSES	579.00
20-21477	12/11/2020	BOAT TRAILER PERMITS-2021	11-00-00-16100 PREPAID EXPENSES	134.00
20-21477	12/11/2020	KAYAK SLOT PERMITS-2021	11-00-00-16100 PREPAID EXPENSES	81.00
20-21477	12/11/2020	DINGHY PERMITS-2021	11-00-00-16100 PREPAID EXPENSES	81.00
20-21477	12/11/2020	COMM LAUNCH HANGERS-202	11-00-00-16100 PREPAID EXPENSES	48.00
BP-8163	12/08/2020	BOAT LAUNCH ENVELOPES	11-00-00-16100 PREPAID EXPENSES	436.00
Total BILLER PRESS:				1,359.00
BUMPER TO BUMPER AUTO PARTS				
662-433600	11/16/2020	LIGHTS-SQ #1	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	14.77
662-434336	12/04/2020	LIGHTS-SQ #2	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	20.18
662-434678	12/14/2020	FUSE,MIRROR-VENTRAC	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	26.22
662-434701	12/14/2020	BEND BRAKE,UNION-BLUE PIC	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	70.83
662-434736	12/15/2020	WASHER-BLUE PICKUP	48-00-00-52500 CEM EQUIP MAINT/REPAIRS	1.18
662-434777	12/16/2020	BRAKE PADS-TK #36	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	92.57
662-434820	12/17/2020	OIL FILTER,OIL-1065 GENERAT	11-32-10-53500 BLDG MAINT SUPPLIES-STR DEPT	26.53
Total BUMPER TO BUMPER AUTO PARTS:				252.28
BURRIS EQUIPMENT CO				
PS1001304-1	11/17/2020	(40) SWEEPER FINGERS	11-52-00-52500 EQUIPMENT REPAIR SERVICES	213.38
Total BURRIS EQUIPMENT CO:				213.38
CDW GOVERNMENT INC				
4488234	11/20/2020	DOCKING STATIONS-NEW SQU	50-21-00-58000 POLICE EQUIPMENT PURCHASES	1,502.84

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
5035373	12/04/2020	BATTERY BACKUP-PRK MANAG	42-34-50-53100 OFFICE SUPPLIES	72.22
5035373	12/04/2020	WEBCAM-BLDG INSP	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	121.56
5231517	12/09/2020	BATTERY,PC-BOOKING	11-21-00-58100 EQUIPMENT OUTLAY	611.34
5777024	12/21/2020	BATTERY-COMPTROLLER	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	33.44
5777024	12/21/2020	SWITCH-B&Z	11-24-00-54500 COMPUTER IT SVC & EQUIPMENT	30.30
5786759	12/21/2020	CAMERA,MONITOR-COMPTROL	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	145.74
Total CDW GOVERNMENT INC:				2,517.44
CES				
LKG/067657	12/22/2020	SPILT BOLT-STREET LIGHTS	11-34-10-52610 STREET LIGHTS REPAIRS	20.80
LKG/067661	12/22/2020	DRIVER-LIGHT FIXTURE	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	17.59
LKG/067661	12/22/2020	LIGHT BULBS	40-55-20-53500 BLDG MAINT SUPPLIES-LOWER RIV	53.52
LKG/067661	12/22/2020	STREET LIGHTS	11-34-10-52610 STREET LIGHTS REPAIRS	469.35
Total CES:				561.26
CINTAS CORP				
OF36631550	12/08/2020	FIRE EXTINGUISHER INSPECTI	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	1,001.76
OF36631551	12/08/2020	FIRE EXTINGUISHER INSPECTI	48-00-00-53600 CEM MAINT SERVICE EXP	218.47
OF36631552	12/08/2020	FIRE EXTINGUISHER INSPECTI	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	130.01
5045245118	12/14/2020	FIRST AID SUPPLIES	11-32-10-53900 FIRST AID AND SAFETY SUPPLIES	69.47
Total CINTAS CORP:				1,419.71
CITY OF WAUWATOSA				
DUES-2021	01/04/2021	WI ALPR DUES-2021	11-21-00-53990 PD MISCELLANEOUS EXP	200.00
Total CITY OF WAUWATOSA:				200.00
CORNERSTONE COMMUNICATIONS, INC.				
6004	09/03/2020	PHONE/CALL FLOW RECONF	11-21-00-52620 PD COMMUNICATION SYS MAINT FEE	247.50
Total CORNERSTONE COMMUNICATIONS, INC.:				247.50
DUNN LUMBER				
809785	12/04/2020	TAPE,FASTENERS-RADAR REM	11-21-00-53420 PD SPECIAL EQUIPMENT	22.86
809797	12/04/2020	LIGHT BULBS,TRASH BAGS	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	32.16
810565	12/14/2020	BATTERIES-GAR DOOR OPENE	11-32-10-53500 BLDG MAINT SUPPLIES-STR DEPT	31.98
810719	12/16/2020	PAINT-GARBAGE CANS	11-52-00-53520 GROUNDS MAINT SUPPLIES	14.77
810801	12/17/2020	UTILITY KNIFE,TAPE	40-55-20-53500 BLDG MAINT SUPPLIES-LOWER RIV	22.08
810926	12/18/2020	FORMICA-FRONT DESK	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	51.16
810994	12/21/2020	SAW HANDLE	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	15.49
810995	12/21/2020	SAW BAR & CHAIN	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	13.99
811030	12/21/2020	PROPANE-STORM RINGS	11-32-15-54500 STORM SEWER MAINTENANCE	18.99
Total DUNN LUMBER:				223.48
ELKHORN CHEMICAL CO INC				
621896	09/18/2020	GLOVES-EMPLOYEES	40-54-10-53990 BEACH MISCELLANEOUS	30.84
625774	09/10/2020	BATH TISSUE	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	41.08
625963	09/28/2020	(2) HAND DRYERS	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	1,020.00
627123-1	10/20/2020	HAND SOAP	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	240.00
627576-2	12/15/2020	SOAP	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	47.00
Total ELKHORN CHEMICAL CO INC:				1,378.92

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
ELKHORN NAPA AUTO PARTS				
214478	12/10/2020	(2) BATTERIES-TRK #19	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	242.42
214489	12/10/2020	BULBS,WIPER BLADES	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	44.19
Total ELKHORN NAPA AUTO PARTS:				286.61
EMERGENCY APPARATUS MAINT				
115326	11/25/2020	REPAIR-ENG #2	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	1,446.17
Total EMERGENCY APPARATUS MAINT:				1,446.17
FORD OF LAKE GENEVA				
29454	12/02/2020	PINS-#203	50-21-00-58000 POLICE EQUIPMENT PURCHASES	20.48
74347	11/25/2020	OIL CHANGE-#209	11-21-00-53610 PD EQUIP MAINT SERV COSTS	32.79
74364	11/30/2020	SEAT REINSTALL-#203	11-21-00-53610 PD EQUIP MAINT SERV COSTS	257.25
74421	12/04/2020	OIL CHANGE-#202-13	11-21-00-53610 PD EQUIP MAINT SERV COSTS	33.65
74434	12/08/2020	OIL CHANGE-#206	11-21-00-53610 PD EQUIP MAINT SERV COSTS	33.65
74441	12/08/2020	OIL CHANGE-#204	11-21-00-53610 PD EQUIP MAINT SERV COSTS	32.79
Total FORD OF LAKE GENEVA:				410.61
GAGE MARINE CORP				
188828	12/11/2020	LAGOON REPAIR	40-52-10-52640 BUOYS & BOAT STALLS-REPAIRS	640.52
188886	12/15/2020	PIER REPAIR-ELMERS SECTIO	40-52-10-52640 BUOYS & BOAT STALLS-REPAIRS	472.55
188888	12/15/2020	PIER REPAIR-GAS PIER	40-52-10-52640 BUOYS & BOAT STALLS-REPAIRS	116.83
Total GAGE MARINE CORP:				1,229.90
GARY ADAMSON				
12/15/20	12/15/2020	PIER AERATORS-REPAIR	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	325.00
Total GARY ADAMSON:				325.00
GENERAL COMMUNICATIONS, INC.				
288367	11/20/2020	TOWER SERVICE-DODGE	43-22-00-17010 FD CAPITAL PROJECTS	4,990.00
288541	11/30/2020	M3 BASE REPAIR	11-22-00-52620 FD-COMMUNICATION SYS MAINT FEE	1,154.00
Total GENERAL COMMUNICATIONS, INC.:				6,144.00
GENEVA BAY CONSTRUCTION				
NOV 2020	11/01/2020	VANITY,SINK REPAIR-BATH	11-22-00-52410 FIREHOUSE REPAIRS	137.50
Total GENEVA BAY CONSTRUCTION:				137.50
GENEVA ONLINE INC				
1107420	12/01/2020	EMAIL SVC-DEC	11-21-00-52210 PD TELEPHONE EXPENSE	39.00
Total GENEVA ONLINE INC:				39.00
GFL ENVIRONMENTAL INC.				
V20000011896	12/15/2020	ST SWEEPINGS DISPOSAL	11-36-00-52960 SOLID WASTE-STREET DEPT	451.69
Total GFL ENVIRONMENTAL INC.:				451.69
GIRAFFE ELECTRIC II INC				
S2689	12/08/2020	OUTLET REPLACE-1065 CAREY	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	1,872.50

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total GIRAFFE ELECTRIC II INC:				1,872.50
HEHN, TAYLOR				
REFD 10/8/21	12/28/2020	SEC DEP REFUND-10/8/21	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
Total HEHN, TAYLOR:				1,000.00
INITIAL DESIGNS				
8539	11/30/2020	UNIFORMS-NOV	11-22-00-51380 FIRE DEPT UNIFORMS	815.17
Total INITIAL DESIGNS:				815.17
INTERSTATE PUMP & TANK INC				
12622	11/24/2020	FUEL PUMP REPAIR	11-32-10-53410 VEHICLE-FUEL & OIL	820.45
Total INTERSTATE PUMP & TANK INC:				820.45
ITU ABSORB TECH INC				
7601453	12/10/2020	MATS,RAGS	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	87.29
7601454	12/10/2020	MATS	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	122.59
Total ITU ABSORB TECH INC:				209.88
JAMES IMAGING SYSTEMS INC				
1033513	11/24/2020	TOSH ES357-NOV	11-21-00-55310 COPY MACHINE & SHREDDING SVC	37.90
1039192	12/22/2020	TOSH ES3555C-DEC	11-21-00-55310 COPY MACHINE & SHREDDING SVC	146.31
1039193	12/22/2020	TOSH ES357-DEC	11-21-00-55310 COPY MACHINE & SHREDDING SVC	30.38
Total JAMES IMAGING SYSTEMS INC:				214.59
JEFFERSON FIRE & SAFETY INC				
IN123853	11/20/2020	PATCHES	11-22-00-58000 FIRE EQUIPMENT/SUPPLIES	64.50
IN124182	11/30/2020	SUSPENDERS	50-22-00-58000 FIRE EQUIPMENT PURCHASES	128.00
Total JEFFERSON FIRE & SAFETY INC:				192.50
JERRY WILLKOMM INC				
276378	12/04/2020	1665.0 GALS GAS	11-32-10-53410 VEHICLE-FUEL & OIL	3,011.99
Total JERRY WILLKOMM INC:				3,011.99
KAESTNER AUTO ELECTRIC CO				
345735	12/11/2020	WIRE ENDS	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	69.81
Total KAESTNER AUTO ELECTRIC CO:				69.81
KNOX COMPANY				
INV02264297	10/30/2020	VAULT,MAIN BOARD KIT	50-22-00-58000 FIRE EQUIPMENT PURCHASES	4,709.00
Total KNOX COMPANY:				4,709.00
LAKE GENEVA REGIONAL NEWS				
2021 SUBSCRI	12/01/2020	2021 LGRN SUBSCRIPTION-1 Y	11-14-30-53990 CITY CLERK MISCELLANEOUS EXP	63.99
Total LAKE GENEVA REGIONAL NEWS:				63.99

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
LAKE GENEVA UTILITY				
308 CADENCE	12/04/2020	308 CADENCE CIR	45-00-00-24520 WATER IMPACT FEES	1,690.00
308 CADENCE	12/04/2020	308 CADENCE CIR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
402 CADENCE	12/14/2020	402 CADENCE CIR	45-00-00-24520 WATER IMPACT FEES	1,690.00
402 CADENCE	12/14/2020	402 CADENCE CIR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
410 GALLANT	12/03/2020	410 GALLANT DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
410 GALLANT	12/03/2020	410 GALLANT DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
418 GALLANT	12/08/2020	418 GALLANT DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
418 GALLANT	12/08/2020	418 GALLANT DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
Total LAKE GENEVA UTILITY:				14,220.00
LAKESIDE INTERNATIONAL LLC				
2052248	10/09/2020	REPAIRS-TRK #133,#128	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	402.98
Total LAKESIDE INTERNATIONAL LLC:				402.98
LASER ELECTRIC SUPPLY				
1480394-00	12/15/2020	(4) LIGHT BULBS	11-32-10-53500 BLDG MAINT SUPPLIES-STR DEPT	117.88
Total LASER ELECTRIC SUPPLY:				117.88
MARIO TROMBETTA				
23192	12/16/2020	EQUIP INSTALL-#205	50-21-00-58000 POLICE EQUIPMENT PURCHASES	4,180.00
Total MARIO TROMBETTA:				4,180.00
MEDIA SEPARATIONS				
5037	12/19/2020	GUN CLEANING EQUIP	11-21-00-54100 PD TRAINING EXPENSES	99.50
Total MEDIA SEPARATIONS:				99.50
MIKES AUTO REPAIR INC				
57295	12/21/2020	TIRES-TRK #20	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	499.36
Total MIKES AUTO REPAIR INC:				499.36
NEI-TURNER MEDIA				
13854	11/18/2020	AT THE LAKE-WEDDING GUIDE	47-70-00-57155 TOURISM MUNICIPAL DEVELOPMENT	800.00
Total NEI-TURNER MEDIA:				800.00
NORTHEAST WI TECHNICAL COLLEGE				
CS34697	12/18/2020	TRAINING-NELSON	11-21-00-54100 PD TRAINING EXPENSES	100.00
Total NORTHEAST WI TECHNICAL COLLEGE:				100.00
OFFICE DEPOT				
138991938001	12/04/2020	2021 PLANNER	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	18.69
138991938001	12/04/2020	ENVELOPE MOISTENER	11-16-10-53100 CITY HALL OFFICE SUPPLIES	10.36
139015008001	12/04/2020	"SIGN HERE" TAGS	11-15-10-53100 ACCTG OFFICE SUPPLIES	8.98
140641966001	12/09/2020	GLUE, GLUE STICKS	11-14-20-53100 CITY ADMIN OFFICE SUPPLIES	5.69
143023788001	12/09/2020	BINDERS, TABS, TONER	11-15-10-53100 ACCTG OFFICE SUPPLIES	248.20
144603284001	12/16/2020	BUDGET BOOK DIVIDERS	11-15-10-53100 ACCTG OFFICE SUPPLIES	156.54
144603284001	12/16/2020	BIC PENS	11-16-10-53100 CITY HALL OFFICE SUPPLIES	3.50
145042021001	12/16/2020	REPORT COVERS	11-16-10-53100 CITY HALL OFFICE SUPPLIES	41.79

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total OFFICE DEPOT:				493.75
OFFICE PRO INC				
0402382-001	12/11/2020	HAND SOAP-PARKS	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	318.12
Total OFFICE PRO INC:				318.12
ONE CALL NOW				
SA139093	12/16/2020	2021 ONE CALL SVC	11-29-00-53600 ONE CALL NOW PROGRAM	570.54
Total ONE CALL NOW:				570.54
PROPHOENIX				
2021025	10/13/2020	PROPHOENIX SUPPORT-2021	11-21-00-54500 PRO-PHOENIX MAINT CONTRACT	31,532.30
Total PROPHOENIX:				31,532.30
QUILL CORPORATION				
12305026	11/17/2020	OFFICE SUPPLIES	11-21-00-53100 PD OFFICE SUPPLIES	48.86
12435641	11/20/2020	OFFICE SUPPLIES	11-21-00-53100 PD OFFICE SUPPLIES	39.68
12912669	12/10/2020	CANON YELLOW TONER	11-21-00-53100 PD OFFICE SUPPLIES	251.29
12923364	12/10/2020	TONER-DATA	11-21-00-53100 PD OFFICE SUPPLIES	220.14
12935585	12/10/2020	COPY PAPER	11-21-00-53100 PD OFFICE SUPPLIES	64.55
12951134	12/10/2020	TONER-DATA	11-21-00-53100 PD OFFICE SUPPLIES	251.29
13103892	12/16/2020	CLOROX WIPES-COVID	11-21-00-55000 COVID-19 EXPENDITURES	10.54
13104342	12/16/2020	CLOROX WIPES-COVID	11-21-00-55000 COVID-19 EXPENDITURES	10.68
13179371	12/18/2020	CLOROX WIPES-COVID	11-21-00-55000 COVID-19 EXPENDITURES	11.98
145462118	12/17/2020	OFFICE SUPPLIES	11-32-10-53990 ST DEPT MISCELLANEOUS EXP	212.43
Total QUILL CORPORATION:				1,121.44
RC ELECTRONICS				
646826	12/16/2020	LOADER RADIOS-REPAIR	11-32-10-52620 ST DEPT COMM SYSTEM MAINT FEES	362.55
Total RC ELECTRONICS:				362.55
ROTE OIL COMPANY				
2035100208	12/16/2020	295.3 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	622.80
2035100209	12/16/2020	207.3 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	372.93
2035100217	12/16/2020	217.2 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	458.07
Total ROTE OIL COMPANY:				1,453.80
SCHILLER LAWN & LANDSCAPE LLC				
21790	12/17/2020	LEAF PICKUP-RIGHT OF WAY	11-32-13-53440 BRUSH PICKUP EXPENSES	300.00
Total SCHILLER LAWN & LANDSCAPE LLC:				300.00
SHRED-IT				
8180920012	11/22/2020	SHREDDING SVC-DEC	11-21-00-55310 COPY MACHINE & SHREDDING SVC	51.44
Total SHRED-IT:				51.44
SOMAR TEK LLC/SOMAR ENTERPRISE				
102132	12/18/2020	INITIAL ISSUE-RODRIGUEZ	11-21-00-51380 PD UNIFORM ALLOWANCE	410.40
102143	12/23/2020	SPRINGHORN	11-21-00-51380 PD UNIFORM ALLOWANCE	29.99

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total SOMAR TEK LLC/SOMAR ENTERPRISE:				440.39
STATE BAR OF WISCONSIN				
5083659	10/21/2020	RULES OF EVIDENCE HBK UPD	11-12-00-53100 MUNICIPAL CT OFFICE SUPPLIES	159.30
Total STATE BAR OF WISCONSIN:				159.30
STREICHERS				
11466873	11/24/2020	UNIFORM-WISNIEWSKI	11-21-00-51380 PD UNIFORM ALLOWANCE	49.97
Total STREICHERS:				49.97
TAPCO				
1686424	12/18/2020	PM ANNUAL TRAFFIC SIGNALS	11-34-10-52600 REPAIRS-TRAFFIC SIGNALS,ETC	2,534.00
Total TAPCO:				2,534.00
TNT ACE HARDWARE				
126104	12/15/2020	SOCKETS,BITS-VETS PARK	11-52-01-53400 VETS PARK OPERATING SUPPLIES	148.55
Total TNT ACE HARDWARE:				148.55
TOP PACK DEFENSE LLC				
5294	12/08/2020	GONZALEZ-INITIAL ISSUE	11-21-00-51380 PD UNIFORM ALLOWANCE	1,011.89
5295	12/08/2020	UNIFORM-HALL	11-21-00-51380 PD UNIFORM ALLOWANCE	433.96
5343	12/22/2020	UNIFORM-HINZPETER	11-21-00-51380 PD UNIFORM ALLOWANCE	494.43
5373	12/15/2020	AMMUNITION	11-21-00-54100 PD TRAINING EXPENSES	360.00
Total TOP PACK DEFENSE LLC:				2,300.28
TRUGREEN PROCESSING CTR				
132855875	11/30/2020	FERTILIZER SVC-NOV	11-52-00-53620 GROUNDS FERTILIZER/WEED CONTR	266.02
Total TRUGREEN PROCESSING CTR:				266.02
UNIFORM DEN EAST INC				
71386	11/21/2020	VEST-BOULAND	11-21-00-51380 PD UNIFORM ALLOWANCE	61.95
Total UNIFORM DEN EAST INC:				61.95
UNIFORM SHOP, THE				
305907	12/16/2020	UNIFORM-FROGGATT	11-21-00-51380 PD UNIFORM ALLOWANCE	247.80
Total UNIFORM SHOP, THE:				247.80
UNITED OCC MED WALK IN SRV, LLC				
2379	11/24/2020	PRE-EMPLOY EXAM-ZILLMER	11-21-00-54110 PD APPLICATION PROCESS	140.00
Total UNITED OCC MED WALK IN SRV, LLC:				140.00
VALUE IN LOCAL GOVERNMENT				
2021 DUES	12/22/2020	2021 DUES	11-16-10-53100 CITY HALL OFFICE SUPPLIES	50.00
Total VALUE IN LOCAL GOVERNMENT:				50.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
WELDERS SUPPLY CO				
10181861	12/15/2020	ACETYLENE-TORCH SET	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	55.00
Total WELDERS SUPPLY CO:				55.00
WISCONN VALLEY MEDIA GROUP				
56763	11/26/2020	HARBORMASTER JOB AD	11-10-00-53990 GENERAL GOV'T MISC EXPENSES	160.00
57454	12/10/2020	CUP-16 LAKEVIEW DR	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	56.74
57457	12/10/2020	CUP-401 HOST DR	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	54.27
57458	12/10/2020	PIP-OMEGA HOMES	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	53.03
57459	12/10/2020	CUP-516 BROAD ST #B	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	56.74
57460	12/10/2020	CUP-731 W MAIN ST	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	51.79
57461	12/10/2020	CUP-755 1/2 BROAD ST	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	51.79
58374	12/10/2020	SPRING 2021-TYPE A NOTICE	11-14-30-53110 BALLOTS/OTHER ELECTION EXPENSE	49.45
58379	12/10/2020	LN-NOV 9 COUNCIL MINUTES	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	324.90
Total WISCONN VALLEY MEDIA GROUP:				858.71
Grand Totals:				100,098.39

Dated: 1-5-2021Mayor: Charlene KyejinCity Council: Ken H. HovelJoan Junker

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch =

"P01082021","P01082021A","P01082021B","P01082021C","P01082021D","F01082021","01082021","01082021A","01082021E"