

VILLAGE OF HORTONVILLE
AGENDA OF THE VILLAGE BOARD
MAY 2, 2024
6:00 P.M. Regular Board Meeting
Municipal Services Center Board/Court Room
531 N. Nash St., Hortonville, WI



1. Pledge of Allegiance
2. Call to Order by Presiding Officer
3. Roll Call
4. Agenda Changes [to change the position of an item already on the agenda]
5. Consent Agenda
 - A. April 18, 2024 Regular Board meeting minutes
 - B. Presentation of accounts and other claims against the Village
 - C. Final Invoice for new meters – 120 meters
 - D. Discussion and possible action on No Mow May Resolution R-14-24
6. Preregistered Citizens to be heard. – LIMIT 5 MINUTES
 - A. State name and address
 - B. Comments to be limited to 5 minutes
 - C. Pursuant to WI Statutes 19.83(2) and 19.84(2), The Board's role is to listen to public comments, and not to ask questions, discuss, or take action regarding pre-registered citizens comments.
7. Committee Reports
 - A. Library Board
8. Unfinished Business from Previous Meetings
9. New Business
 - A. Discussion on Nye Street proposed speed changes
 - B. Discussion and Possible Action on Developers Agreement for Grandview Terrace Subdivision
 - C. Discussion and Possible Action on N Mill Street Reconstruction Project Bid submittals
 - D. Discussion and possible action on Committee Members to be appointed.
 - E. Discussion and possible action on Effluent Pump
 - F. Discussion and possible action on CSM for Parcel 240043100 and 240043101
 - G. Discussion and possible action on Commercial Club Temporary Handicap Parking Authorization
 - H. Discussion on Industrial Park Covenants
 - I. Discussion on reporting of complaints given to board members.
10. Report of Village Officials
 - A. Clerk-Treasurer
 - B. Director of Public Works
 - C. Police Chief
 - D. Library Director
 - E. Attorney
 - F. Administrator
 - G. Building Permit Report
 - H. Any other miscellaneous topics for future discussion

11. Communications and Miscellaneous Business
 - A. Black Otter Lake District news
 - B. Hortonville-Hortonia Fire District news
 - C. Gold Cross Ambulance run reports and news
 - D. Hortonville Civic Association
 - E. Senior Activities Committee
12. Comments and suggestions from citizens present
13. Adjournment

NEXT REGULAR VILLAGE BOARD MEETING: MAY 16, 2024

Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Village Administration Office at 779-6011 with as much advance notice as possible.

**VILLAGE OF HORTONVILLE
VILLAGE BOARD
APRIL 18, 2024 MEETING MINUTES
DRAFT – NOT APPROVED**

President Jeanne Bellile called the meeting to order at 6:00 p.m. in the Community Center at 531 N. Nash St., Hortonville, Wisconsin.

Trustees present: Grace Abitz, Bob Jewell, Jim Moeller, Jane Olk, Shauna Keel, and Julie Arendt Vanden Heuvel.

Trustees absent:

Officials/Staff present: Administrator Nathan Treadwell, Clerk-Treasurer Jane Booth, Director of Public Works Aaron Steber, Chief of Police Kristine Brownson, and Library Director Alexandria Krause.

Officials Excused: Attorney Ashley Lehocky

Consent Agenda

Motion [Moeller/Arendt Vanden Heuvel] to approve as outlined. Roll call vote, 7 ayes, 0 nays, motion carried.

- A. April 4, 2024 Regular Board meeting minutes
- B. Presentation of accounts and other claims against the Village

Agenda Changes

None

Preregistered Citizens to be heard

Grace Abitz, 213 W Main Street, said that I have been reflecting on my past year as a trustee and I would like to take a moment to share observations and concerns unobstructed. I have concerns in two critical areas. Meeting decorum and the quality of communication with our communities' businesses. Regarding meeting decorum, the conduct I have observed in board and subcommittee meetings is discouraging. No matter the issue or exchange, the decorum can be civil and professional. As community representatives it is our responsibility to set the standard for how issues are explored and discussed, welcoming collaboration and transparency. Procedurally it is confusing how items are chosen to be discussed on the agenda. I believe it is imperative to document how the board processes the agenda items from the very beginning to the end. Not only to protect the integrity of this board, but also to aid in informing our residents and businesses. The potential that one undocumented complaint holds is alarming.

My second concern is about selective communication with our local businesses. I have observed what I can only describe as favoritism. Some board members and the president seem quick to tout their ability to call some business owners while not knowing other ones exist. I have not observed the same initiative and care extended to all business owners.

We must prioritize collaborative and professional discussions not only about issues but also about the goals and growth that lie ahead.

We need to look to the new comprehensive plan for guidance as it reflects the short- and long-term values of this community. Thanks for your time and attention.

Committee Reports

None

Unfinished Business from previous meetings

None

New Business

Discussion on Nye Street Parking Issue

Administrator Treadwell said this was initially discussed at a Public Safety Committee meeting. The plan was to invite the residents along Nye Street and the idea from the meeting was to come up with a solution for the first responders and cars to get through there. Basically, we need to shift the center line to the south to allow for parking on the North side, while still having a suitable driving lane.

Trustee Arendt Vanden Heuvel asked Fire Chief Kuhnke what his thoughts were. He said that he prefers it on the South side for the parking.

Chief of Police Brownson said that there are no sidewalks in this area.

The easy fix for now will be to paint new lines and shift them to the South.

Trustee Abitz asked if it is a problem all the time, Fire Chief Kuhnke said that only when cars are parked there, every Friday, Saturday, and Sunday.

Discussion and possible action on Resolution R-12-24 Amending Senior Activities

Commission Structure

Administrator Treadwell said this is to remove a Village Board member from the committee. Motion [Arendt Vanden Heuvel/Moeller] to approve Resolution R-12-24 amending the Senior Activities Commission structure. Unanimous voice vote, motion carried.

Discussion and possible action on Appointment of Citizen Members of the Commission

President Bellile said to appoint Barry Hoff for the Planning & Zoning Commission.

Library Trustee would be Jane Olk.

Zoning Board of Appeals would be Joanne Mueller and Mike Hansen as alternate 2.

Board of Review – Bob Jewell as the alternate member.

Hortonville/Hortonia Fire District – Tom Banker and Mike Bellile.

The Senior Committee will be appointed at the first meeting of May.

We would also be appointing Shauna Keel to sign vouchers.

Jane Olk will be stepping out of Black Otter Lake District and Bob Jewell will be in for trustee.

Motion [Moeller/Keel] to approve the appointment of citizen members on the commissions.

Unanimous voice vote, motion carried.

Discussion and possible action on RFP bid results for Towne Drive Lighting Project – Lights

Administrator Treadwell said that this was bid out and we had two submittals.

Motion [Moeller/Olk] to approve the lighting in the cost of \$34,962.77 plus freight to Jeremy Bellile for Towne Drive Lighting.

Roll call vote, 7 ayes, 0 nays, motion carried.

Discussion and possible action on RFP bid results for Town Drive Lighting Project – Light Installation

Administrator Treadwell said that we received 2 bids for this project. Bodart Electric was the cheaper bid and that is our recommendation.

Motion [Moeller/Arendt Vanden Heuvel] to accept Bodart Electric in the amount of \$43,428.52 for the Towne Drive lighting installation

Roll call vote, 7 ayes, 0 nays, motion carried.

Discussion on Reserve Liquor License

Administrator Treadwell said that there was a memo in the packet regarding reserve license. The state has changed the ruling on the reserve licenses and contiguous. The new law must be in the County.

Discussion and possible action on RFP bid results from 2024 Hortonville Street Maintenance – Crack Filling Project

DPW Director Steber said that we received a bid from 4 bids. Asphalt Seal and Repair was the low bid.

Motion [Moeller/Arendt Vanden Heuvel] to approve the bid from Asphalt Seal & Repair, LLC in the amount of \$9,930.00

Roll call vote, 7 ayes, 0 nays, motion carried.

Discussion on the Sex Offender Ordinance

Chief of Police Brownson said that we were in the process of updating our sex offender map. The current ordinance is 2,000 feet that a sex offender can live from a school. We need to update our map every year and we found a discrepancy in the state map. Attorney Lehocky put something out to all board members reducing the footage from 2,000 to 1,500 feet. We would then be compliant, and we would be making a good effort in lowering the footage. This would include the Wio-wash trail, and all the parks are included.

This will be brought back to the board after the attorney has taken a look at our ordinance.

Discussion and possible action on Board Room AV equipment

Administrator Treadwell said he handed out a copy of the quote for the equipment. The question is whether or not you want to move forward with it. This solution would make it so that anyone can set it up and would have preset functions for activities and would fix the hearing loop that has never worked here. It would all be between teams, and would be streamlined so it would record, and one file that we could directly upload to youtube. This would also amplify so the audience could also hear better. The service agreement was additional and not necessarily needed.

President Bellile asked if we could put it in the budget for 2025. Potentially get RFPs for it late in 2024 and then put in budget for 2025.

Trustee Abitz said that she is for this for a couple of reasons, it would help employees focus on other areas, and the cost will be higher in the coming years.

The Library Director said that the hearing loop would be really helpful, the speaker system for the movies will be enhanced.

Trustee Moeller said that the amount quoted was not cringe worthy. I would like to see it go out for bids. I am hesitant to spend money when we don't really know where it is coming from.

Administrator Treadwell will get more quotes on this and bring them back to the board.

Report of Village Officials

Clerk-Treasurer: The report is in the packet.

Director of Public Works: The report is in the packet. I did hear today from our contractor regarding the village wide street sweeping and that should be next week.

Chief of Police: The report is in the packet. We had a power failure and a large failure to the municipality on Tuesday evening and we had a contractor come in. The electrician came in and he feels that our municipal building was hit by lightning. We had three surge protectors that blew up, eight breakers were popped. The library had some surge protectors that popped as well, and one of her computers was fried. The surge protectors did protect the equipment and did what they were supposed to do.

Library Director: I have been working on the electrical outage the last couple of days. Our Library Board is meeting on Tuesday, at 4:00 pm.

Administrator: Our slab was poured this week for our kayak rental station and the kayak rental station will be installed by the end of the month. I have been working on future planning for next year's CIP.

Court Report: Court report was in the packet.

Any other miscellaneous topics for future discussion

Trustee Abitz would like to see the design of a procedure where all the members can see a complaint.

I would like to revisit the variance that got put off for 120 days, as that puts you in the middle of the summer. I visited with them, and they agreed for collaborative communication.

Administrator Treadwell said that they were instructed to bring solutions to us for that meeting.

Communications and Miscellaneous Business

Black Otter Lake District news: There is a meeting next Tuesday, at 5:00 pm.

Building permit report: None

Hortonville-Hortonia Fire District news: We had a meeting on Wednesday, the 10th of April. We discussed the Fire and EMS budgets today. The 23 fire calls were average, and 59 EMS calls were average as well. Chief Kuhnke talked about the purchasing of a new fire tender. Pierce gave us a quote of \$1.1 million and there is an incentive to pay early if you pay within 30 days of the order. It is roughly a 49 month build date. They are in the process of getting two more quotes. The new pickup truck and trailer are in service. The old trailer got sold. Radios from the grant are being programmed. The next meeting is Tuesday, July 9th at 6:00 pm.

Gold Cross Ambulance run reports and news: The March run report was submitted.

Hortonville Civic Association: We have decided we are going to revamp the Oktoberfest event and it will be September 21, 2024 at Commercial Club Park. Donations will go towards the

park fund. It will be called the Ernie Breneman Annual Memorial Octoberfest. The polka band will be there playing, and it will be a lot of fun. We will need lots of volunteers.

Senior Activities Committee: No report tonight.

Comments and suggestions from citizens present

None

Adjournment

Motion [Moeller/Keel] to adjourn. Unanimous voice vote, motion carried. The Board adjourned at 7:25 p.m.

Minutes submitted by,

Jane Booth, WCMC
Village Clerk/Treasurer

May 02, 2024 INVOICE LISTING**VILLAGE INVOICES****April 19, 2024- May 02, 2024**

24-0182	Advantage Police Supply Inc	Body Armor/Carrier- Stephens	\$	1,193.00
04/24	American Legion Post 55	Return Deposit for 8/12/24 Rental	\$	20.00
9207795005-04	AT&T	Phone Billing- April 2024	\$	106.22
0324	BMO Harris Bank	March Charges- 2024	\$	5,983.16
412024	BNH Lighting LLC	Deposit for Lights- Town Drive	\$	17,481.38
04-24	Bultman, Sarah	Supplies Reimbursement- Library	\$	117.39
8058	Capital R Coatings, LLC	Kayak Rental Slab	\$	3,144.00
252583	Christensen Heating and Cooling	Heater Belt Replacement- MSC	\$	160.38
13928	City of Appleton	Publish- Type E Notice	\$	36.80
04-24	Claybaugh, Siri	Supply Reimbursement- Summer Rec- 2024	\$	128.00
F4-59366	Cummins Sales & Service	Vehicle Maintenance- PD	\$	278.85
2018	Degal's Repair Shop LLC	Chainsaw Chain Repair Kit	\$	23.04
ACH	Delta Dental	Dental Insurance Premiums- May 2024	\$	1,254.73
7466630	Demco	Office Supplies- Library	\$	255.10
ACH	EFTPS	Federal, FICA taxes for 04/25/2024 Payroll	\$	13,874.34
4356396	Employee Benefits Corporation	Health Reimbursement- February 2024	\$	339.87
4428665	Employee Benefits Corporation	Health Reimbursement- April 2024	\$	57.85
4431246	Employee Benefits Corporation	Health Reimbursement- April 2024	\$	1,639.33
4438174	Employee Benefits Corporation	Health Reimbursement- April 2024	\$	115.65
04-24	G Reinke & Company	Refund for Cemetery Staking	\$	50.00
Clothing2024-2	Glocke, Colton	Clothing/Boot Allowance- 2024	\$	213.63
8406	Gold Cross Ambulance Service	2024 Ambulance Subsidy- 2nd Qtr Payment	\$	11,010.00
Clothing2024-1	Gruenwald, Hunter	Clothing/Boot Allowance- 2024	\$	80.00
DPW-0324	Hortonville BP	DPW/Utility Fuel- March 2024	\$	643.93
P007004875-Apr24	Illinois Mutual	Employee Disability Insurance- April 2024	\$	155.34
63047940/63048172/6770151	Ingram	Library Books	\$	1,457.54
04-24	Kaukauna Public Library	Lost Library Book	\$	15.00
18452	Larsen Materials	Screenings Gravel- MSC Trail	\$	800.00
04-24	Lund-Moe, Pat	Supplies Reimbursement- Senior Activities	\$	28.42
64032	Martenson & Eisele Inc	Otto Miller Sports Complex Master Plan	\$	400.00
97706/97944/98368	Menards	Supplies- Streets/Water/Sewer	\$	389.43
R07807026.00	MSA Professional Services Inc	Village of Hortonville Comprehensive Plan	\$	15,500.00
R07807030.00	MSA Professional Services Inc	N Mill Street Reconstruction	\$	9,173.20
IN193916	Multi Media Channels	Board of Review/Public Hearing- N Mill Street	\$	99.97
ACH	Network Health	Total Health Premiums- May 2024	\$	12,133.82
6611-118649	O'Reilly Auto Parts	Supplies- PW	\$	8.13
4371/4362	OWLS	Membership Fee/Item Barcodes & Envelopes	\$	16,168.46
3319033429/1025185196	Pitney Bowes	Postage Machine Lease Mar 6, 2024-Jun 5, 2024/Red Postage Ink	\$	358.56
BH427448-0	Radtke, Cade	Reimburse Citation Already Paid	\$	98.80
23140	Ray's Sanitation	Portable Restroom- 230 Lakeshore Dr	\$	240.00
4112800	Roland Machinery Company	Replacement Bulbs- Streets	\$	35.02
4505935	Schwaab Inc	Engraved Nameplates- Bob Jewell/P&Z	\$	164.93
04-24	Steber, Aaron	Outside Supplies- MSC	\$	161.20
5559	Tony's Cemetery Services	Mike Krueger Cremation	\$	350.00
177109366	Uline	Bollards for Parking Lot	\$	1,458.38
344519	Uniform Shoppe, The	Clothing Allowance- Stephens	\$	294.95
6124556	Unique	Collection Agency- Library	\$	34.95
3334	Unitel	Phone Lines- 4 Year Subscription	\$	2,970.00
5029379395	Wells Fargo Vendor Financial	Xerox Copier- Library	\$	180.00
ACH	Wisconsin Deferred Comp	EE contributions 04/25/2024 Payroll	\$	426.00
ACH	Wisconsin Department of Revenue	Sales Tax Due for 1/1/2023-12/31/2023	\$	220.65
244233	Wisconsin Document Imaging	Contract Invoice- Library	\$	96.25
245871	Wisconsin Document Imaging	Contract Base Charge- March 2024	\$	258.54
ACH	Wisconsin, State of	State W/H for 04/25/2024 Payroll	\$	2,380.44
ACH	Wolf River Community Bank	Principle and Interest- WRCB CIP Loan #2842	\$	34,922.56
ACH	Wolf River Community Bank	Principle and Interest- WRCB Engineering Loan #2843	\$	4,606.16
217354/217360	Wolfrath's Landscaping LLC	Flower Bed Mulch- MSC	\$	230.92

Invoice Total \$ 164,024.27

\$ 43,501.67

Grand Total \$ 207,525.94

WATER & SEWER UTILITY INVOICES**April 19, 2024- May 02, 2024**

24-136	Badger Laboratories	Ammonia Testing- WWTP	\$	27.00
9008724584	Clean Water testing	Water Testing Services	\$	150.00
26825	Martelle Water Treatment	Lab Materials- WWTP	\$	1,725.16
934659	McMahon	Professional Services- WPDES Permit Assistance	\$	217.50
501824	NCL of Wisconsin	Lab Supplies- WWTP	\$	691.23
023-24	Precision Water Meter Testing	Water Meter Testing	\$	875.00
82609	Speedy Clean	Clean & Televiser Storm Sewer- S. Nash/Dewey/Oak/Brookwood	\$	4,849.80

Grand Total \$ 8,535.69

VILLAGE OF HORTONVILLE

R – 14 – 24

Resolution to Promote No Mow May

WHEREAS, Village of Hortonville residents require food to sustain their lives and one of every three bites of food consumed requires pollinators,

Whereas, the Village has a strong public interest in and duty toward the continuing survival of its residents,

Whereas, the pollinators whose activities generate our food consists of bees, butterflies, moths, birds, as well as many others and these pollinator species are in decline due to pesticide treatments and mowing, urban sprawl, habitat loss, disease and parasites,

Whereas, the formative period for establishment and nourishment of pollinator species occurs in late Spring and early Summer upon emergence from hibernation, at the same time supporting plants emerge and blossom, offering them habitat and forage opportunities,

Whereas, the United States Environmental Protection Agency recognized the necessity of protecting pollinators by establishing the very first “National Pollinator Week” proclamation last year for the week of June 19-25, 2023, and

Whereas, pollinator foraging and development is reduced by leaf removal and mowing of grass,
Now, Therefore,

BE IT RESOLVED that the Village of Hortonville recognize a “No Mow May” initiative for the promotion and education about this critical period for pollinator emergence and survival, allowing for the creation of crucial pollinator-supporting habitat and early Spring foraging opportunities, and that in the yards of residential properties or designated Village owned property by the Director of Public Works, until June 1, 2024 the Village of Hortonville shall temporarily suspend enforcement of Section 26 - 26 “Grass and noxious weed control” Part (a) Weeds prohibited; growth control required.

NOW, THEREFORE, BE IT RESOLVED:

IT IS SO RESOLVED this 2nd day of May, 2024.

BY THE BOARD

Ayes _____

Jeanne Bellile, President

Nays _____

Jane Booth, Clerk

Remit to: 200 East Franklin

P.O. Box 318

Edinburg, IL 62531

(800) 634-4746

1078 Wolverine Lane

Cape Girardeau, MO 63701

(800) 635-4746

200 Commercial Drive

Flora, IN 46929

(877) 636-4746

N173 W21290 Northwest Passage

Jackson, WI 53037

(262) 677-2887

Emailed Page: 1

Invoice

Invoice Number: 0166052-IN

Invoice Date: 4/10/2024

Order Number: 0145931

Order Date: 12/15/2023

Salesperson: 0002

Customer Number: 05-0054944

Sold To:

VILLAGE OF HORTONVILLE

ACCOUNTS PAYABLE

118 N MILL ST

HORTONVILLE, WI 54944

Ship To:

VILLAGE OF HORTONVILLE

521 W CEDAR ST

Hortonville, WI 54944

Customer P.O.	Ship VIA	F.O.B.	Terms	User		
30 day terms						
Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
BMOCRLTEMTT	EACH	120.00	120.00	0.00	170.0000	20,400.00
CELLULAR LTE-M REMOTE TWIST		Whse: 005				

PLEASE PAY FROM THIS INVOICE..NO STATEMENTS WILL
BE SENT UNLESS REQUESTED. THANK YOU.

Net Invoice:	20,400.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	20,400.00

**CURRENT MAP OF THE SPEED LIMITS
ON NYE STREET. YOU CAN SEE WHERE
IT GOES FROM 35 - 45 MPH GOING
OUT OF TOWN AND BACK INTO
TOWN.**

45
MPH

35
mph

25
mph

35
MPH

NYE ST

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021722
2.79 A

021724
4 A

021725
4.28 A

021723
15.86 A

CSNY 822

300ft

-88.651 44.333 Degrees

COMMERCE DR

INDUSTRIAL PARK AV

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3.18 A

0048-1
1.50 A

021715
5 A

021716
4.43 A

021720
5 A

021727 .9 A

021721

35 MPH

MYE ST

1500

[illegible]

MPH

35 mph

NYE ST

2

0029

41.05 A

[illegible]

25 mph

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DEWEY ST

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021



Address, Parcel or Permit N



45 MPH
BEGINS
GOING OUT
OF TOWN

35 MPH
STARTS
GOING INTO
TOWN

35 MPH
WILL
START
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25 MPH
STARTS
GOING
INTO
TOWN

PROPOSED MAP OF NEW SPEED LIMIT CHANGES TO NYE STREET.
AFTER BROOKWOOD DRIVE, GOING OUT OF TOWN, IT WILL
CHANGE TO 35 mph. AFTER INDUSTRIAL PARKWAY, IT WILL
CHANGE TO 45 mph.
COMING INTO TOWN, RIGHT BEFORE INDUSTRIAL PARK AVE, IT
WILL CHANGE TO 35 mph, AND AFTER MIDWAY RD, WILL
CHANGE TO 25 mph.

TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of May __, 2024 (the “**Effective Date**”) by and among the VILLAGE OF HORTONVILLE (the “**Village**”), a Wisconsin municipal corporation, and TOM MCHUGH CONSTRUCTION LLC, a Wisconsin limited liability company (“**Developer**”).

RECITALS

A. The Village has created Tax Incremental District No. 6 (“**District**”) as a mixed use tax increment district under the Village’s project plan (the “**Project Plan**”) in order to finance various project costs within the District subject to approvals by the Village Board and the Joint Review Board for the District pursuant to Wis. Stat. § 66.1105 (the “**TI Act**”).

B. Developer owns (or has the ability to purchase under a binding contract that Developer represents will be assigned to Developer prior to closing on the acquisition of) the real property located in the District described in greater detail in Exhibit A attached hereto and incorporated herein by reference (collectively, the “**Property**”).

C. Developer, pursuant to the terms and conditions of this Agreement, is obligated to, among other things, construct a residential development on the Property consisting of a thirty-two (32) single-family home subdivision (the “**Project**”).

D. Developer acknowledges that but for the MRO (as defined below) provided by the Village in this Agreement, Developer would not move forward with the Project.

E. The Village believes it is appropriate to use tax increments from the District to provide for, among other things, the MRO for the benefit of the District to facilitate development and redevelopment within the District.

F. The Village further believes that the Project, as described in this Agreement, is in the best interests of the Village and its residents and is reasonably consistent with the public purposes and the development expectations of the Village, including, but not limited to, expanding housing, tax base and employment opportunities within the Village.

NOW, THEREFORE, the Village and Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agrees as follows:

AGREEMENT

ARTICLE I – REQUIRED INFORMATION; TERMINATION RIGHTS

1.1 Required Information. The Village shall have no obligations under this Agreement, and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.2 below, if the Required Information (as defined below) has not been timely provided by the Developer to the Village in form and substance reasonably acceptable to the Village. On

or before August 15, 2024, Developer shall provide to the Village the following required information related to the Project (collectively, the “**Required Information**”) and such other documentation as the Village may request, both in form and in substance acceptable to the Village:

(a) A commitment for an owner’s policy of title insurance issued by a title insurance company licensed to do business in Wisconsin identifying Developer as the proposed insured/owner of the Property (the “**Property Commitment**”) and containing copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, “**Property Exceptions**”). None of the Property Exceptions shall interfere with the proposed development of the Project.

(b) A fully-executed offer to purchase the Property between Developer and the owner of record for the Property in form and substance of the offer attached hereto as Exhibit B which is incorporated herein by reference (the “**Offer**”) and all contingencies set forth in the Offer (other than having to do with the effectiveness of this Agreement at the closing for such purchase of the Property) have been waived, satisfied or are no longer applicable by passage of time or otherwise.

(c) A schedule for the construction of Developer Improvements (as defined below) and identifying the following for the Project:

(i) Intended commencement and completion date,

(ii) Reasonably estimated costs associated with the construction, and

(iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.

(d) An estimated cost breakdown and construction budget summary listing the intended cost of each improvement and construction expense for the Project, including, without limitation, all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Developer and Developer’s general contractor.

(e) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the Project. Developer shall also provide copies of all approvals by all applicable government bodies and agencies (including, without limitation, municipal or state issued building permits for the Project).

(f) A copy of the final construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Agreement (the “**Final Plans**”). The Final Plans must be certified as final and complete and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the Village in writing.

(g) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement,

the Offer and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

1.2 Termination Rights. If Developer fails to fully and timely provide the Required Information, as determined in the sole discretion of the Village, the Developer shall be in Default under this Agreement. If Developer does not provide such Required Information within thirty (30) calendar days after the Village provides Developer written notice of such Default(s), the Village shall have the right to terminate this Agreement and shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO).

ARTICLE II – COMMENCEMENT NOTICE AND DEVELOPER IMPROVEMENTS

2.1 Commencement Notice. Developer shall provide a written notice to the Village of Developer's intention to commence the Project on or before August 15, 2024 (the "**Commencement Notice**"). To be effective, the Commencement Notice shall be accompanied by, or Developer shall have previously delivered to the Village, all of the Required Information. If Developer does not timely provide the Commencement Notice and all of the Required Information to the Village, Developer will be deemed to not be ready to develop the Project and be in Default under this Agreement. If Developer does not cure all outstanding Default(s) within thirty (30) calendar days after the Village provides Developer written notice of such Default(s), the Village shall have no obligation to perform any obligation of the Village under this Agreement (including, without limitation, issuing the MRO) and the Village may terminate this Agreement.

2.2 Developer Improvements. Developer shall undertake, at Developer's own expense, the following improvements, obligations and work on the Property consistent with the Final Plans and all applicable laws, regulations and ordinances (collectively, the "**Developer Improvements**"):

(a) Developer shall construct and timely complete the Project. Developer shall commence construction of the Project (commencement of grading work and installation of utilities on the Property as set forth in the site plan attached as Exhibit C) on or before December 31, 2024. Upon such commencement, Developer shall proceed to fully-satisfy and complete all of the improvements, obligations and work set forth in this Section 2.2 with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined in Section 17.10 below). On or before December 31, 2025, a total of five (5) homes shall be completed and available for occupancy; on or before December 31, 2026, a total of ten (10) homes shall be completed and available for occupancy; on or before December 31, 2027, a total of twenty (20) homes shall be completed and available for occupancy; and on or before December 31, 2028 (the "**Completion Date**"), the Project shall be completed and a total of thirty-two (32) homes shall be available for occupancy.

(b) Developer shall promptly pay for all applicable Village impact fees and charges related to the Project.

(c) Developer shall be responsible for all landscaping on the Property, including, without limitation, trees, shrubs, seeding or sod related to the Project.

(d) Developer shall install, or have installed, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

(e) Developer shall install, or have installed, all sanitary sewer and water laterals on the Property, as well as connections of such laterals to new or existing sewer and water mains.

(f) Developer shall install, or have installed, all storm water drainage systems and facilities on the Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

(g) Developer shall install, or have installed, all streets, curb, gutter and asphalt necessary to complete the Project within twenty-four (24) months after the first occupancy permit is issued for a home in the Project (it being understood between the parties that all streets in the Project will be maintained by Developer as gravel streets up to no later than the end of the twenty-four (24) months period referenced above in this Subsection (g)).

(h) Developer shall be responsible for all erosion control measures related to Project and the construction of all improvements on the Property.

(i) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all applicable engineering, inspections, materials, labor, permit, impact, license and any and all other fees.

The obligations on Developer under this Agreement shall be deemed covenants running with the land and shall be applicable to Developer's successors and assigns and all other persons or entities acquiring any interest in the Property during the term of the District.

2.3 Progress and Quality of Work. Upon commencement of the Developer Improvements, Developer shall proceed to the full completion of the Developer Improvements with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 17.10 below. Subject to the foregoing, completion of the Project shall occur on or before the Completion Date. All work to be performed by or on behalf of Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the Village

2.4 Compliance Obligations. All of the Developer Improvements shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes and Developer shall, at Developer's cost, obtain and maintain all necessary permits and licenses for the Developer Improvements.

2.5 Indemnification and Insurance Required of Private Contractors. Developer hereby expressly agrees to indemnify and hold the Village harmless from and against all claims, costs and liability related to any damage to the Property or injury or death to persons caused by Developer's performance of the Developer Improvements or any other work required of Developer under this Agreement, unless the cause is due to the willful misconduct by the Village.

2.6 Compliance with Law. Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement. When necessary to protect the public health, safety or welfare, Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval.

2.7 Payment of Taxes. Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due.

2.8 Time is of the Essence. Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

2.9 Reconstruction. Until the District is closed, in the event of any casualty, loss or damage to the improvements on the Property, Developer shall proceed with the repair and replacement of such improvements on the Property affected by such a loss or damage and restore such improvements to at least the condition and quality that such improvements were in, and with an equalized value at least equal to the equalized value, immediately prior to the casualty, loss or damage (each an "**Uncured Casualty Loss**"). Subject to force majeure delays, in no event shall Developer take longer than one hundred eighty (180) calendar days after the date of a loss or damage to restore the affected improvements. If Developer fails to timely comply with all of the requirements in this Section 2.9, Developer shall be in Default under this Agreement and the Village shall be entitled to the remedies set forth in this Agreement and available in equity or applicable law. Notwithstanding the foregoing, Developer shall not have a continuing obligation for compliance with this section as to any portion of the Property in which Developer no longer maintains any interest (whether as owner, tenant, occupant or otherwise), provided that Developer has timely recorded a deed restriction or restrictive covenant on such Property in form and substance acceptable to the Village (in the Village's sole discretion). Notwithstanding the previous sentence and for the avoidance of any doubt, whether or not Developer is obligated to comply with this Section 2.9 as to any portion of the Property does not have any impact on the Guaranteed Value, a Shortfall Event or Developer and Guarantor's obligations to make a Tax Increment Shortfall payment as a result of an Uncured Casualty Loss or for any other reason.

2.10 CAD File of Developer Improvements. Upon completion of all of the Developer Improvements, Developer shall provide the Village an as-built CAD file of all of the Developer Improvements on the Property.

ARTICLE III– DEVELOPER GUARANTY AND OBLIGATIONS

3.1 Guarantied Value. The parties anticipate that, upon completion, the currently contemplated land and improvements related to the Project will have an equalized value for purposes of real property assessment (“**Equalized Value**”) of not less than Nine Million Six Hundred Thousand Dollars (\$9,600,000; the “**Guarantied Value**”) by December 31, 2028. As a condition to entering into this Agreement, the Village requires that Developer guaranty a minimum Equalized Value for the land and improvements related to the Project. By executing this Agreement, Developer and Thomas McHugh (the “**Guarantor**”) each hereby jointly and severally guaranties that, on and after December 31, 2028 (the “**Guarantied Value Date**”), the Equalized Value of the land and improvements on the Property shall at all times during the life of the District be at least the Guarantied Value. If the Equalized Value of the Property is less than the Guarantied Value any time on or after the Guarantied Value Date, the Developer shall be in Default under this Agreement.

3.2 Failure to Construct. If Developer provides a Commencement Notice as required by Section 2.1 but does not timely complete construction of the Project as herein provided, then Developer and Guarantor shall pay to the Village all sums incurred by the Village with regard to the preparation and drafting of this Agreement and all other sums not recoverable from Tax Increments (as defined below). All repayments shall be completed within thirty (30) calendar days after Developer’s non-performance or Default under this Agreement.

3.3 Guaranty Obligations. If on or any time after the Guarantied Value Date, whether as a result of an Uncured Casualty Loss or otherwise, the Equalized Value of the Property is less than the Guarantied Value (each a “**Shortfall Event**”), then Developer and the Guarantor shall jointly and severally owe the Village an amount equal to the difference between (a) the Tax Increment the Village otherwise would have received on the Property if the Property’s Equalized Value equaled the Guarantied Value, and (b) the Tax Increment received by the Village in the year a Shortfall Event occurs (such difference between (a) and (b) being referred to herein as the “**Tax Increment Shortfall**”). If a Tax Increment Shortfall is owed to the Village, then unless and until the Equalized Value of the Property increases to at least the Guarantied Value, for each January 1 following a Shortfall Event, that the Equalized Value of the Property is less than the Guarantied Value, Developer and the Guarantor, shall pay to the Village an amount equal to the Tax Increment Shortfall for such calendar year. If and when the Equalized Value of the Property as of any January 1 is equal to or greater than the Guarantied Value: (i) the Default related to non-compliance with the Guarantied Value requirement shall be deemed cured, (ii) no further January 1 assessment valuations shall occur or be required, and (iii) no Tax Increment Shortfall payment obligation shall be incurred for such year or any year thereafter, unless a new Shortfall Event occurs. If a Tax Increment Shortfall continues through the closing of the District, no further Equalized Value assessment calculations shall occur and no further Tax Increment Shortfall payment obligations of Developer or the Guarantor shall arise after the District is closed. Developer agrees that it shall not, and hereby waives any right to, during the life of the District, challenge the assessed value of the Property.

3.4 Payment of Tax Increment Shortfall. Any Tax Increment Shortfall payment due to the Village shall be deducted from any MRO payment (otherwise due Developer but for the Default) from the Village during the year in which the Tax Increment

Shortfall payment obligation arises. If the Tax Increment Shortfall payment exceeds the amount of such MRO payment, Developer and Guarantor shall pay to the Village an amount equal to the difference between such MRO payment and the Tax Increment Shortfall. If there is no MRO payment due Developer for such year, Developer shall pay to the Village the full amount of the Tax Increment Shortfall for such year. Any Tax Increment Shortfall payment due to the Village from Developer pursuant to this ARTICLE III shall be made within ten (10) days of written request for payment by the Village.

ARTICLE IV – VILLAGE IMPROVEMENTS AND OBLIGATIONS

4.1 Village Work. Within thirty (30) calendar days after receipt of the Commencement Notice and all Required Information, the Village shall commence designing the Village Improvements. The Village shall install the improvements and perform the work listed in Exhibit D attached hereto and incorporated by reference (the “**Village Improvements**”) within the construction schedule provided in Exhibit D and pursuant to the terms of this Agreement. Further, within sixty (60) calendar days after receipt of the Commencement Notice and all Required Information, the Village will attempt to enter into and record an easement agreement with the Wisconsin Department of Transportation to the extent necessary to complete the proposed Village Improvements set forth in Section (1) of the attached Exhibit D. If the Village Improvements are not completed within the timeframes provided in Exhibit D, the Village shall not be in default under this Agreement but any performance dates applicable to Developer Improvements that require the specific Village Improvements (or any of them) to be complete shall be automatically extended for the same period of time as the delay of the completion of such Village Improvements.

4.2 Purchase of Outlot. As additional consideration for the Developer entering into this Agreement, the Village agrees to purchase from Developer, pursuant to the terms and conditions of that certain offer to purchase dated as of the Effective Date and attached hereto and incorporated herein by reference as Exhibit E (the “**Outlot Offer to Purchase**”), the Outlot (as defined in the Outlot Offer to Purchase).

4.3 Park Fees. As additional consideration for the Developer entering into this Agreement, the Village agrees to be responsible for paying the park fees applicable for each of the thirty-two (32) parcels in the Project (\$500 per parcel for a total of \$16,000 for the Project) that would otherwise be the Developer’s responsibility but for the terms of this Agreement.

4.4 Reimbursement for Storm Water Pipe Replacement. As additional consideration for the Developer entering into this Agreement, the Village agrees to reimburse the Developer for the Developer’s first Seventy-One Thousand Three Hundred Sixty Dollars (\$71,360.00) in costs related to: (a) the removal of the current storm water piping system on the Property shown in the attached Exhibit F, (b) the increase in cost related to the upsizing of the storm water piping system to accommodate the additional runoff created by the Grandview Road reconstruction, and (c) all engineering expense related to (a) and (b) above. The Village’s obligation to reimburse the Developer pursuant to this Section 4.4 is contingent upon the Developer providing written evidence of all such costs incurred by the Developer (including, without limitation, paid invoices for such work) in form and substance acceptable to the Village. Within ninety (90) calendar days of the Village’s confirmation of such work and approved invoices, the Village shall make the appropriate reimbursement payment to the Developer.

4.5 Third Party Approvals. The Village represents to Developer that the Village has obtained or will be able to obtain all federal, state and county approvals required to commence and complete construction of the Village Improvements.

ARTICLE V - ACCESS, INSPECTIONS AND CONTRACTORS

5.1 Access and Inspections. Developer hereby grants to the Village, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Property at all reasonable times (upon reasonable advance notice to Developer) for the Village to inspect the Property and the Project.

5.2 Inspections for Village's Benefit Only. Each inspection conducted by the Village or the Village's agents shall be deemed to have been for the Village's own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the Village.

5.3 Contractors and Consulting Engineers. At any time, the Village shall have the right to retain consulting engineers and architects to perform services for the Village (which shall be at the Village's expense, unless the Village must perform inspections as a result of Developer's failure to meet the Final Plans then such expenses will be at Developer's expense) including, without limitation:

- (a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the Final Plans and the requirements of this Agreement;
- (b) to advise the Village of the anticipated cost of, and a time for, the completion of construction work; and
- (c) to review and advise the Village of any proposed changes in the construction of the Project.

The Village's selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the Village for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project shall be qualified in the Village to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

ARTICLE VI – MUNICIPAL REVENUE OBLIGATION

6.1 Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the Village agrees to issue to Developer, within ninety (90) calendar days after the Village's receipt of the Commencement Notice, a non-interest bearing municipal revenue obligation (the "MRO").

The amount paid under the MRO shall be the sum of all payments made by the Village on the MRO during the life of the District but in no event after the Final Payment Date (as defined below).

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment in each year appropriated by the Village Board until and including the earlier of the date this Agreement is terminated, the date the District is terminated and the Final Payment Date. “**Available Tax Increment**” means an amount equal to sixty-five percent (65%) of the Tax Increment actually received by the Village and appropriated by the Village Board in each year. “**Tax Increment**” shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable only to the improvements on the Property. For the avoidance of any doubt, the value of the land attributable to the Property (and any increase in the value of such land) shall not be included in the calculation of Tax Increment (and, consequently, Available Tax Increment) in this Agreement.

Provided that Developer is not in Default under this Agreement, the Village shall, subject to annual appropriation of such payment by the Village Board, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31, 2026 and continuing to October 31, 2042 (each, a “**Payment Date**”). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the Village may be suspended until all outstanding Defaults are cured.

To the extent that on any Payment Date the Village is unable to make all or part of a payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment, non-appropriation by the Village Board or otherwise, such failure shall not constitute a default by the Village under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the Village has the ability to payout Available Tax Increment. The term of the MRO and the Village’s obligation to make payments hereunder shall not extend beyond October 31, 2042 (the “**Final Payment Date**”). Upon the earlier of the Final Payment Date or a Default by the Developer, the MRO shall terminate and the Village’s obligation to make any payments under the MRO shall be fully discharged, and the Village shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the Village, and the Village shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the Village and shall not constitute a general obligation of the Village. The Village will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date or the termination of this Agreement or the MRO, as provided herein. If Available Tax Increment is received by the Village earlier than the first Payment Date, the applicable portion of such increment shall be retained by the Village and applied to the first payment subject to appropriation by the Village Board. Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.

6.2 MRO Form. The MRO shall be substantially in the form attached to this Agreement as Exhibit G (which is incorporated herein by reference) and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. In the event of a conflict between the terms of this Agreement and the terms of the MRO, the terms in this Agreement shall prevail. The principal payments shall be payable solely from the Available Tax Increment appropriated by the Village. On or about each Payment Date under the MRO, the Village shall provide to Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and, if applicable, the remaining principal balance due on the MRO after the application of such payment.

6.3 Issuance of MRO and Payment Limitation. Provided that Developer is not in Default under this Agreement beyond the applicable cure period (if any), the Village will deliver the MRO to Developer within ninety (90) calendar days after the Village's receipt of the Commencement Notice. Notwithstanding the previous sentence, in the event that Developer is in Default prior to the Village's issuance of the MRO, the Village shall not be required to deliver the MRO to Developer until a reasonable time after, but in no event less than thirty (30) calendar days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. If the Village does not timely provide the MRO to Developer, the Developer shall make a written request to the Village to deliver the executed MRO within thirty (30) calendar days after the date of such written request by the Developer. The total amount of principal to be paid under the MRO shall be the sum of all payments made by the Village under the terms of the MRO during the life of the District but in no event after the Final Payment Date.

The Village's obligation to make payments on the MRO is conditioned on the requirement that Developer is not in Default under this Agreement. For the avoidance of any doubt, upon the occurrence of a Default, the Village may suspend all payments until the Default is cured and, upon the expiration of all applicable cure periods for such Default, the Village may exercise any and all available remedies.

6.4 Repayment Schedule. The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The Village reserves the right to modify the MRO repayment schedule based upon market conditions and the actual and projected Available Tax Increment generated from the Project. The Available Tax Increment held by the Village each year shall be applied to the payment of principal due on the MRO in accordance with the payment schedules set forth in such MRO, subject to appropriation by the Village Board.

ARTICLE VII – ZONING, LAND USE AND RESTRICTIVE COVENANT

7.1 Zoning Compliance. The Project shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued, unless otherwise provided herein. Nothing in this Agreement shall obligate the Village to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

7.2 Tax Status/Restrictive Covenant. Without the prior written consent of the Village (which may be withheld for any reason), Developer shall not use or permit the use of the Property in any manner which would render the Property exempt from property taxation during the life of

the District. Further, Developer will not challenge or contest any assessment on the Property by the Village, including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding with regard to an assessed value of the Property that is at or below the Guaranteed Value. Prior to the conveyance of all or any portion of the Property, Developer agrees to record on the Property with the Outagamie County Register of Deeds a deed restriction or restrictive covenant evidencing the restrictions on the Property set forth in this Section 7.2. The foregoing deed restrictions or restrictive covenants shall permit, but shall not obligate, the Village to enforce such deed restrictions or restrictive covenants and shall be in form and in substance acceptable to the Village. The deed restrictions or restrictive covenants shall continue to be applicable until the termination of the District. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains any interest (whether as owner, tenant, occupant or otherwise) provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the Village.

7.3 Land Dedications, Transfers and Easements for the Project. Developer agrees to make such land dedications and to grant such temporary or permanent easements as are required by the Village for the construction and maintenance of the Project. All documentation for such dedications or easements shall be in form and substance acceptable to the Village and Developer. Developer agrees to cooperate with the Village if the Village desires to prepare certified survey maps or other documentation as deemed appropriate by the Village to facilitate the implementation and documentation of such dedications and easements and to adjust the lot lines of the Property in a manner reasonably acceptable to the Village and Developer.

ARTICLE VIII – ASSIGNMENTS AND CHANGES OF CONTROL

8.1 Assignments and Change of Control. This Agreement and the MRO shall not be assignable by Developer without the prior written consent of the Village (which may be withheld by the Village for any reason). The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the Village (which may be withheld by the Village for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean twenty percent (20%) or more of the Ownership Interests in Developer. For the purposes of this Agreement, "**Ownership Interests**" shall mean the members' rights to share in distributions and other economic benefits of Developer, the members' rights to participate in decision making, or both. The current members of Developer are identified on Exhibit H attached hereto and incorporated herein by reference.

In the event this Agreement is assigned by Developer, such assignee shall execute all documents required by the Village to confirm that such assignee is bound by the terms of this Agreement and agrees to perform all of Developer's obligations set forth in this Agreement. Further, in the event this Agreement is assigned by Developer, Developer agrees to remain jointly and severally liable for all obligations of the Developer (whether to be completed by itself or its assign) under this Agreement.

Notwithstanding any provision herein to the contrary, this Agreement and the MRO may be collaterally assigned to a mortgage lender financing the development and completion of the Project.

ARTICLE IX – DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Developer Representations, Warranties and Covenants. Developer represents, warrants and covenants that:

(a) Developer is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) Developer has full authority to execute and perform this Agreement and the Offer and has obtained all necessary authorizations (whether by official board resolution or action, unanimous written consent in lieu of a meeting or otherwise) to enter into, execute, perform and deliver this Agreement and the Offer;

(c) the execution, delivery, and performance of Developer's respective obligations pursuant to this Agreement and/or the Offer will not violate or conflict with (i) Developer's articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, (ii) any other agreement to which Developer is a party, or (iii) any law applicable to Developer, the Offer or the Project;

(d) this Agreement constitutes (and any instrument or agreement that Developer is required to give under this Agreement (including, without limitation, the Offer) when delivered will constitute) legal, valid, and binding obligations of Developer enforceable against Developer in accordance with their respective terms;

(e) Developer will expeditiously complete the development and construction of Developer Improvements and the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the Village regarding the Project;

(f) Developer will not make or consent to any material modifications to the Final Plans without the prior written consent of the Village;

(g) Developer will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements and the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that Developer shall, within ten (10) calendar days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the Village)

a surety bond sufficient to release said claim or lien or provide the Village with other such assurances that the Village may require;

(h) Developer will take all steps to forestall claims of lien against the Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Property;

(i) Developer will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement, completed value of the improvements on the Property;

(j) Developer will timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Property;

(k) Developer will promptly furnish to the Village, during the term of this Agreement, written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer;

(l) Developer shall deliver to the Village revised statements of estimated costs of the construction for Developer Improvements showing changes in or variations from the original cost statement provided to the Village as soon as such changes are known to Developer;

(m) Developer shall provide to the Village, promptly upon the Village's request, any information or evidence deemed necessary by the Village related to performance of Developer under this Agreement to enable the Village to timely and accurately complete any accounting or reporting requirements applicable to the Village related to the transactions under this Agreement;

(n) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the Village in writing;

(o) there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Property; and

(p) subject to the terms of this Agreement, it shall not at any time challenge or contest any assessment on the Property by the Village including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding with regard to an assessed value of the Property that is at or below the Guaranteed Value.

9.2 Execution Representations and Warranties. The person(s) signing this Agreement on behalf of Developer represent(s) and warrant(s) that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

9.3 Cooperation. Developer warrants that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement and the Offer.

ARTICLE X – VILLAGE REPRESENTATIONS

10.1 Village Representations. The Village represents that:

(a) The Village is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all Village obligations required by this Agreement;

(b) The individuals signing this Agreement on behalf of the Village have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the Village is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the Village enforceable against it in accordance with their respective terms; and

ARTICLE XI– DEFAULTS

11.1 Default. Any one or more of the following shall constitute a “**Default**” under this Agreement.

(a) Developer fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to Developer (including, without limitation, the untimely delivery of the Required Information, completion of the Developer Improvements or any default under the Offer or any other agreement related to the Project).

(b) Any representation or warranty made by Developer in this Agreement, any document related hereto or referenced herein or any financial statement delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(c) Developer (or any permitted successor or assign of Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) calendar days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within sixty (60) calendar days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets.

(d) The Village fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to the Village.

ARTICLE XII – REMEDIES

12.1 Remedies. In the event of a Default, the non-defaulting party shall provide written notice to the defaulting party of the Default (the “**Default Notice**”); however, Developer shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 11.1(c) above.

(a) The Default Notice shall provide the defaulting party at least thirty (30) calendar days to cure a Default; however, the 30-day period shall be extended to the period of time reasonably necessary to cure the Default (in the event that such 30-day period is not sufficient time to reasonably cure such Default), if the defaulting party promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default, but, in no event, shall the period of time to cure the Default exceed ninety (90) calendar days from the date of the Default Notice, unless otherwise agreed to by the parties in writing.

(b) In the event the Default is not fully and timely cured by Developer, the Village shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not bar the exercise or implementation of any other rights or remedies of the Village provided for under this Agreement:

(i) The Village may refuse to issue any permits to Developer for the construction of Developer Improvements or any other improvements on the Property;

(ii) The Village may recover from Developer all damages, costs and expenses, including, but not limited to, attorneys' fees incurred by the Village related to or arising out of each Default and the drafting and negotiation of this Agreement;

(iii) The Village may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations under the MRO; or

(iv) The Village may terminate this Agreement.

(c) In the event the Default is not fully and timely cured by the Village, subject to Section 17.11 below, Developer shall have all of the rights and remedies available in law or in equity, however, the Village shall not be liable for any punitive or consequential damages, the MRO shall only be paid out of Available Tax Increment and Developer may not perform any acts required to be performed by the Village under applicable law.

ARTICLE XIII – SUCCESSORS AND ASSIGNS

13.1 Successors and Assigns; Assignment. This Agreement shall be binding upon the successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. Except as expressly provided for in Section 8.1 above, this Agreement shall not be assigned by Developer without the prior written consent of the Village, which consent may be withheld for any reason.

ARTICLE XIV – TERMINATION

14.1 Termination. This Agreement shall not terminate until the earlier of:

(a) termination by the Village of the District pursuant to §66.1105(7) of the TI Act, or

(b) termination by the Village pursuant to the terms of this Agreement;

however, Developer agrees that the termination of this Agreement shall not cause a termination of the rights and remedies of the Village under this Agreement.

ARTICLE XV – NOTICES

15.1 Notices. Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the

United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the Village:

Village of Hortonville
Attention: Village Administrator
531 N Nash Street
PO Box 99
Hortonville, WI 54944

with a copy to:

Brion T. Winters, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202

If to Developer:

Tom McHugh Construction LLC
P.O. Box 54
Greenville, WI 54942

with a copy to:

Attorney Ryan M. Plisch
Dempsey Law Firm, LLP
210 N. Main Street
Oshkosh, WI 54901

ARTICLE XVI – APPLICABLE LAW

16.1 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Outagamie County, Wisconsin.

ARTICLE XVII – MISCELLENEOUS

17.1 Entire Agreement. This Agreement and all of the documents referenced herein or related hereto (and as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

17.2 Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

17.3 No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to Developer nor does the Village warrant by this Agreement that Developer is entitled to any required approvals, permits or the like with regard to the Project.

17.4 Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17.5 Headings. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

17.6 No Waiver; Remedies. No failure on the part of the Village to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

17.7 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

17.8 No Joint Venture. The Village is not a partner, agent or joint venture of or with Developer.

17.9 Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded by the Village on the Property and any or all of the Property in the office of the Register of Deeds for Outagamie County, Wisconsin, and, upon request of the Village, Developer shall execute and deliver to the Village a memorandum of this Agreement for recording purposes.

17.10 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto. Notwithstanding any provision herein to the contrary, the Village, in its sole and absolute discretion, may allow up to a six (6) month extension on the deadlines set forth in Section 1.1 and 2.2 above should reasonable delays occur as a result of environmental remediation issues, supply chain issues or material cost increases. Any such approved delay by the Village will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply.

17.11 Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the Village under applicable law.

17.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, it being understood that all parties need not sign the same counterpart. This Agreement may also be executed by remote electronic means, via DocuSign, Eversign, or similar platform. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. Upon request by a party, the parties hereto shall provide a wet-ink, original signed version of this Agreement to such party for its records.

17.13 Recitals. The RECITALS set forth above are true, accurate and incorporated herein by reference.

[The remainder of this page is intentionally left blank with a signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

VILLAGE: VILLAGE OF HORTONVILLE

By: _____

Name: _____, Village President

Attest: _____

Name: _____, Village Clerk/Treasurer

[illegible]

Personally came before me this ____ day of May, 2024, the above named _____, _____, _____, _____, the Village President and the Village Clerk/Treasurer of the Village of Hortonville, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission _____

DEVELOPER: TOM MCHUGH CONSTRUCTION LLC

By: _____
Name: Tom McHugh, Sole Member

STATE OF WISCONSIN)
) I
[_____] COUNTY)

Personally came before me this _____ day of May, 2024, the above named Tom McHugh, the Sole Member of Tom McHugh Construction LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE III OF THIS AGREEMENT AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

GUARANTORS:

Tom McHugh

MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:

My spouse, Tom McHugh, has agreed to personally guarantee obligations under this Agreement to the Village. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

Amanda McHugh, Spouse of Tom McHugh

EXHIBIT A

Property

Tax Key Number: 240042110

EXHIBIT B

Offer

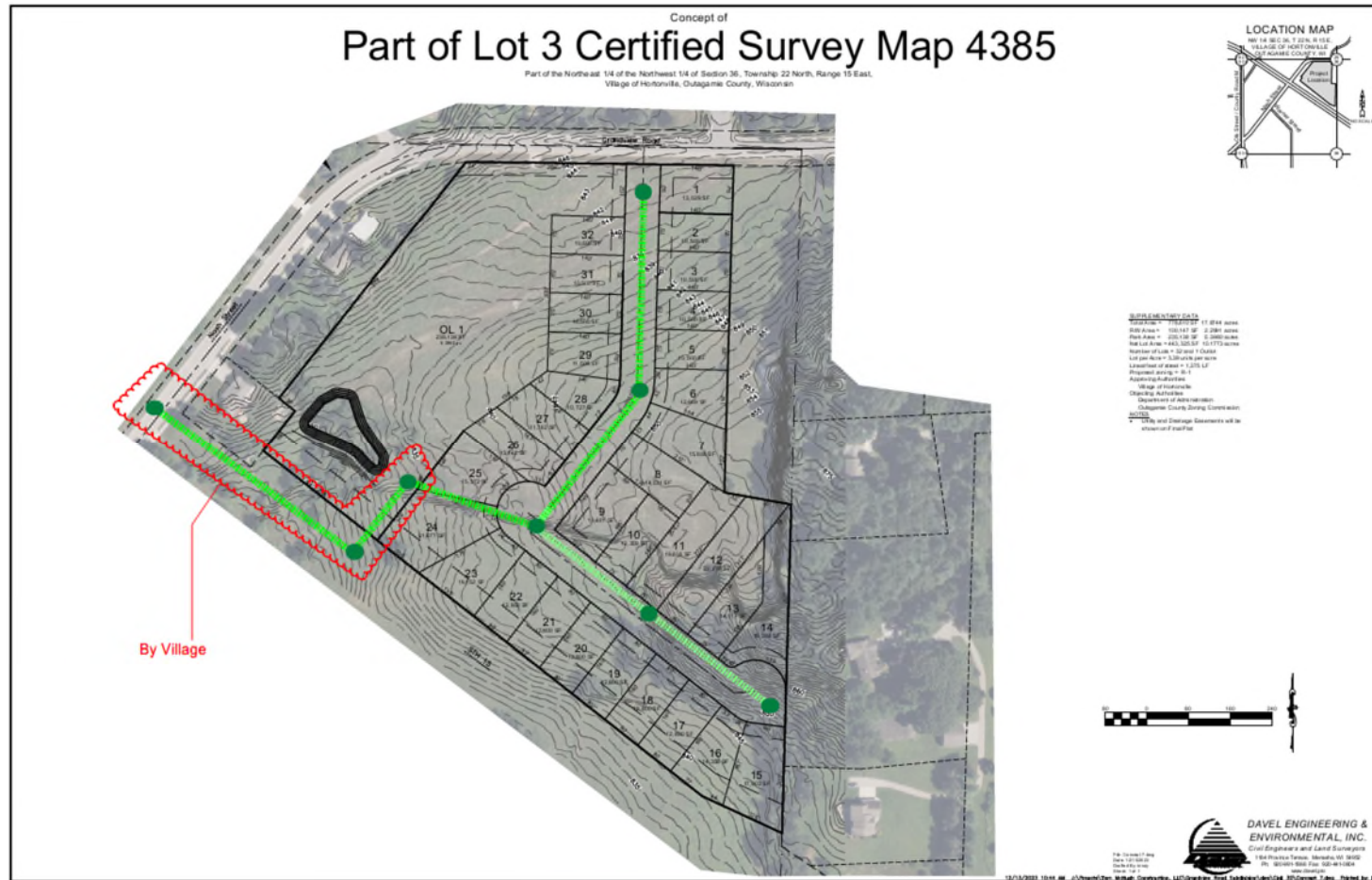
EXHIBIT C

Site Plan

EXHIBIT D

Village Improvements

- (1) Within one hundred eighty (180) calendar days after receiving approval and recording of an easement from the Wisconsin Department of Transportation over the land outside of the Property, the Village shall extend the water and sewer mains to the Property as set forth in the map below.



- (2) The Village, within three hundred sixty-five (365) calendar days after the occupancy of the tenth (10th) home on the Property, shall extend the existing sidewalk (which is currently terminated at the southside of Grandview Road) to the entrance of the Project approximately over the area highlighted on the map below.

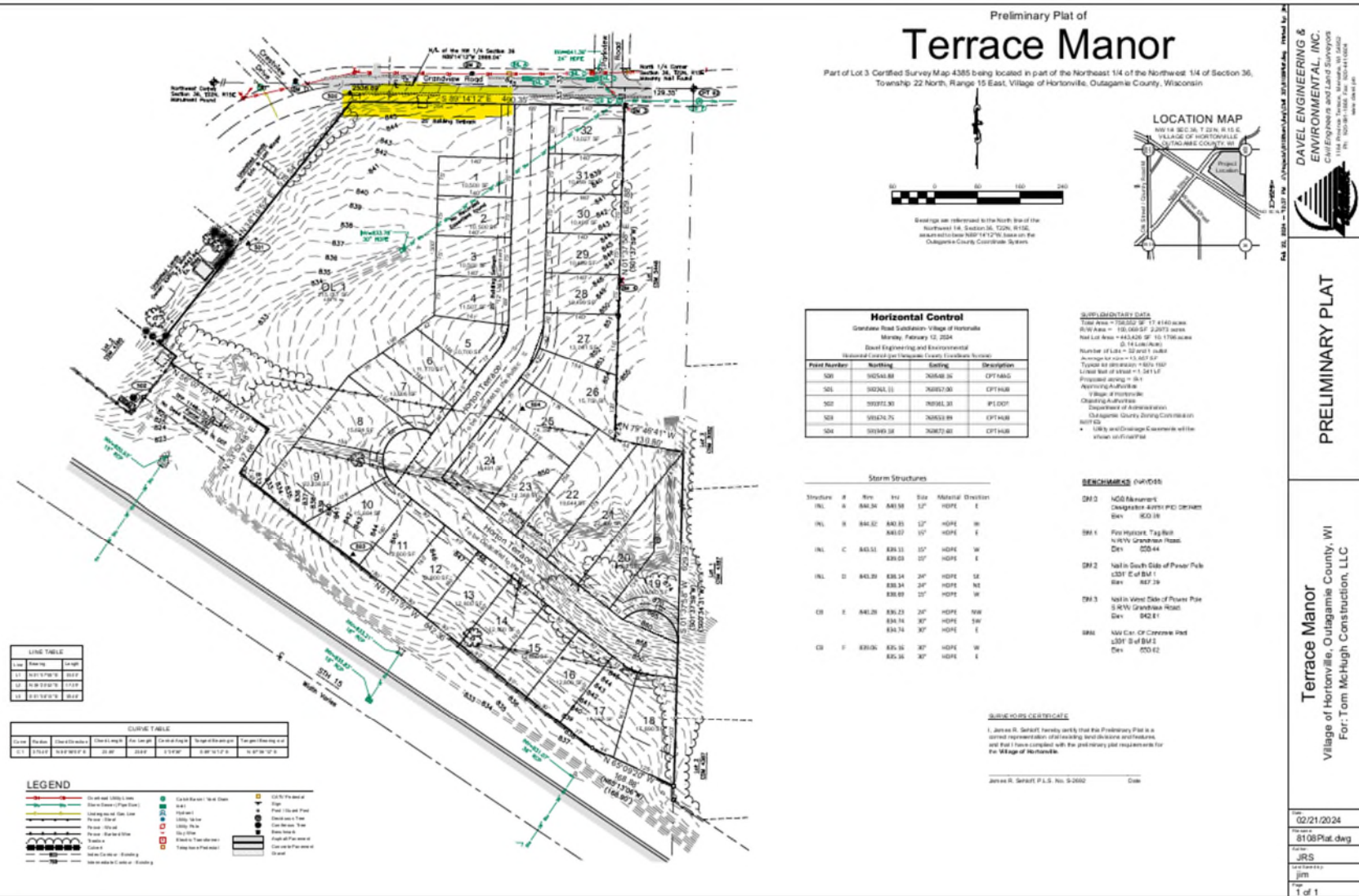


EXHIBIT D

EXHIBIT E

OUTLOT OFFER TO PURCHASE

[SEE ATTACHED]

EXHIBIT F

EXISTING STORM SEWER PIPE ON PROPERTY

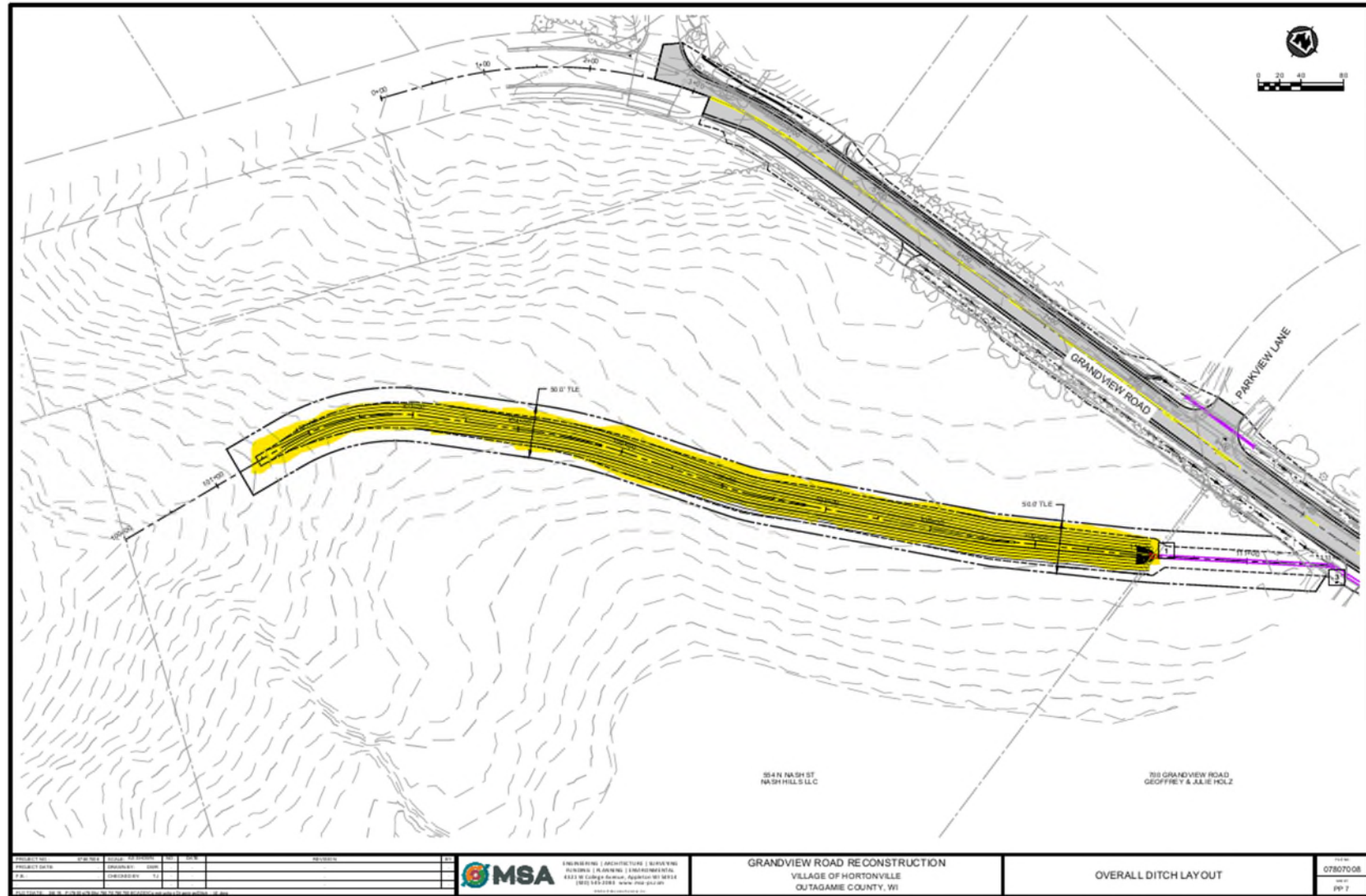


EXHIBIT F

EXHIBIT G

MRO

UNITED STATES OF AMERICA
 STATE OF WISCONSIN
 COUNTY OF OUTAGAMIE
 VILLAGE OF HORTONVILLE

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“**MRO**”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	

FOR VALUE RECEIVED, the Village of Hortonville, Outagamie County, Wisconsin (the “**Village**”), promises to pay to TOM MCHUGH CONSTRUCTION LLC (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Revenues described below, without interest.

This MRO shall be payable in installments of principal due on October 31 (the “**Payment Dates**”) in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the Village’s Tax Incremental District No. 6, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the resolution adopted on _____, 2024, by the Village Board of the Village (the “**Resolution**”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of May ____, 2024 by and between the Village and Developer (the “**Development Agreement**”). All capitalized but undefined terms herein shall take on the meaning given to such terms in the Development Agreement.

This MRO does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment generated by the Property and appropriated by the Village Board to the payment of this MRO (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred principal

shall be payable on the next Payment Date until the Final Payment Date (as defined below). The Village shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owners of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the Village Board to payment of this MRO. The “**Final Payment Date**” is October 31, 2042.

At the option of the Village, this MRO is subject to prepayment in whole or in part at any time.

The Village makes no representation or covenant (express or implied) that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The Village’s payment obligations hereunder are subject to appropriation, by the Village Board, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section 6.1 of the Development Agreement, the total amount of principal to be paid shall be the sum of all payments made by the Village on this MRO during the life of the District but in no event after the Final Payment Date.

When such amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the Village shall have no further obligation with respect hereto. Further, as provided in Sections 6.1, 6.3 and 12.1 of the Development Agreement or otherwise, the Village’s obligations to make payments on this MRO may be suspended or terminated in the event Developer is in Default under any of the terms and conditions of the Development Agreement, provided payments may be resumed when any such Default is timely cured and any payments missed due to an uncured Default also shall be paid from Available Tax Increment upon timely cure of such Default.

THIS MRO IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE VILLAGE AND IS PAYABLE BY THE VILLAGE ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS MRO IS NOT A GENERAL OBLIGATION OF THE VILLAGE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE VILLAGE ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST OF THIS MRO. FURTHER, NO PROPERTY OR OTHER ASSET OF THE VILLAGE, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE VILLAGE’S OBLIGATIONS HEREUNDER.

This MRO is issued by the Village pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

Except as otherwise expressly provided for in the Development Agreement, this MRO may be transferred or assigned, in whole or in part, only upon prior written consent of the Village which may be withheld, conditioned or delayed for any reason. Interests in this MRO may not be split, divided or apportioned, except as set forth herein. In order to transfer or assign the MRO, if

permitted by the Village, the transferee or assignee shall surrender the same to the Village either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the Village. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

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 MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Village Board of the Village of Hortonville has caused this MRO to be signed on behalf of the Village by its duly qualified and acting Village Administrator and Village Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF HORTONVILLE

By:

Name: _____, Village Administrator

(SEAL)

Attest:

Name: _____, Village Clerk

Schedule 1

Payment Schedule

Subject to the Village’s actual receipt of Available Tax Increment and the terms and conditions of the Development Agreement (including, without limitation, the Village’s right to modify this payment schedule based upon market conditions and the actual and projected Available Tax Increment generated from the Project), the Village shall make the following payments on the MRO to Developer:

<u>Payment Date</u>	<u>Payment Amount</u>
October 31, 2026	\$ _____
October 31, 2027	\$ _____
October 31, 2028	\$ _____
October 31, 2029	\$ _____
October 31, 2030	\$ _____
October 31, 2031	\$ _____
October 31, 2032	\$ _____
October 31, 2033	\$ _____
October 31, 2034	\$ _____
October 31, 2035	\$ _____
October 31, 2036	\$ _____
October 31, 2037	\$ _____
October 31, 2038	\$ _____
October 31, 2039	\$ _____
October 31, 2040	\$ _____
October 31, 2041	\$ _____
October 31, 2042	\$ _____
	=====
Total	\$ _____

REGISTRATION PROVISIONS

This MRO shall be registered in registration records kept by the Clerk of the Village of Hortonville, Outagamie County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer in form and substance acceptable to the Village and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of [Village Clerk]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT H

Members of Developer

MEMBERS OF DEVELOPER (WITH OWNERSHIP PERCENTAGE):

- (1) Tom McHugh (100%)



1500 N. Casaloma Dr.
Suite 100
Appleton, WI 54913
(920) 545-2083

www.msa-ps.com

April 25, 2024

Jeanne Bellile, Village President
Village of Hortonville
531 N. Nash Street
Hortonville, WI 54944-0099

Re: North Mill Street Reconstruction
Village of Hortonville

Dear Ms. Bellile:

Upon review of the bids received on April 25th, 2024 for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the low responsive bidder listed below be accepted and award made at your next meeting.

Don E Parker Excavating, Inc.
W8409 County Road JJ
Hortonville, WI 54944

Bid Amount \$586,957.06 (base bid only)

Please execute the enclosed Notice of Award for the contract. Once the form is signed, please email a copy back to drammer@msa-ps.com and abishop@msa-ps.com. After receiving the executed copy, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Daniel Rammer". The signature is written in a cursive, flowing style.

Dan Rammer, PE
Team Leader

aab
Enc.

NOTICE OF AWARD

Date of Issuance: _____

Owner: Village of Hortonville

Owner's Contract No.:

Engineer: MSA Professional Services, Inc

Engineer's Project No.:07807030

Contract: Village of Hortonville - N. Mill Street Reconstruction

Bidder: Don E. Parker Excavating, Inc.

Bidder's Address: W8409 County Road JJ, Hortonville, WI 54944

You are notified that your Bid dated April 25th, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for N. Mill Street Reconstruction

BASE BID ONLY

The Contract Price of your Contract is Five Hundred Eighty-Six Thousand Nine Hundred Fifty-Seven Dollars and Six Cents (\$586,957.06) (Base Bid Only). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner One counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Village of Hortonville

By (signature): _____

Name (printed): _____

Title: _____

Copy to Engineer

00 51 00 Notice of Award

EJCDC® C-510, Notice of Award.

Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

G:\07\07807\07807030\Spec\Construction Contract\1 - NOA to Owner\NOA.docx

BID
NORTH MILL STREET RECONSTRUCTION
VILLAGE OF HORTONVILLE
OUTAGAMIE COUNTY, WISCONSIN

PROJECT #07807030

TABLE OF ARTICLES

<u>Article</u> <u>Number</u>	<u>Article</u>
1	Owner and Bidder
2	Attachments to this Bid
3	Basis of Bid – Lump Sum, and Unit Prices
4	Basis of Bid – Cost Plus Fee
5	Price Plus-Time Bid
6	Time of Completion
7	Bidders Acknowledgements: Acceptance Period, Instructions, and Receipt of Addenda
8	Bidder's Representations and Certifications

00 41 00-1

ARTICLE 1 - OWNER AND BIDDER

1.01 This Bid is submitted to:

QuestCDN/vBID (www.QuestCDN.com)

Access the electronic bid form by downloading the project documents, and select the online bidding button at the top of the advertisement. Contact Quest at (952) 233-1632 if you have questions on how to upload your bid.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security 5% Bid Bond
- B. List of Proposed Subcontractors
 - Town & Country Underground Utility Construction, Inc. (excavation)
 - Al Dix Concrete, Inc. (concrete)
 - Northeast Asphalt, Inc. (pavement)
- C. List of Proposed Suppliers
 - Ferguson Waterworks; Oldcastle Infrastructure
 -
 -
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualifications Statement with Supporting Data;

ARTICLE 3 - BASIS OF BID – LUMP SUM AND UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

COMPLETE AND SUBMIT BID ITEMS VIA QUEST VBID ONLINE

00 41 00-3

COMPLETE AND SUBMIT BID ITEMS VIA QUEST VBID ONLINE

00 41 00-4

COMPLETE AND SUBMIT BID ITEMS VIA QUEST VBID ONLINE

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 - TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete on or before September 27, 2024 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 11, 2024.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

00 41 00-5

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum No. 1	04/19/2024

BP

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical

00 41 00-6

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Don E. Parker Excavating, Inc.

(typed or printed name of organization)

By:


(individual's signature)

Name: Brian Parker

(typed or printed)

Title: President

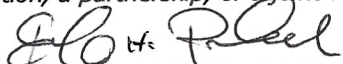
(typed or printed)

Date: 04/25/2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name: Jeff Parker

(typed or printed)

Title: Vice President

(typed or printed)

Date: 04/25/2024

(typed or printed)

Address for giving notices:

Don E. Parker Excavating, Inc.

W8409 County Road JJ, Hortonville, WI 54944

Bidder's Contact:

Name: Brian Parker

(typed or printed)

Title: President

(typed or printed)

Phone: 920-779-6909 / 920-841-4569

Email: brian@donparkerexc.com

Address:

W8409 County Road JJ, Hortonville, WI 54944

Bidder's Contractor License No.: (if applicable)

221570

00 41 00-9

Project #07807030

© 2024 MSA Professional Services, Inc.

BID FORM



Corporations Bureau

Form 16 - Domestic Business Corporation Annual Report

Name of Entity

Search by Entity Name or ID: DON E. PARKER EXCAVATING, INC.
Entity ID: 1P08112
Formed under the laws of: Wisconsin

Registered Agent

Registered Agent Name: BRIAN H PARKER
Name of Entity:
Registered Agent Address: N2573 US HWY 15
Address Line 2:
City: HORTONVILLE
State: WI
Zip: 54944
Registered Email Address: heidi@donparkerexc.com

Principal Office

Street Address: N2573 US HWY 15
Address Line 2:
City: HORTONVILLE
State: WI
Zip: 54944

Has Directors Statement

Does this entity have directors?: Yes

Directors

Name: Brian H Parker
Address: N2573 HIGHWAY 15
City: HORTONVILLE
State: Wisconsin
Zip: 54944
Country: United States of America
Name: Jeff H Parker
Address: N2573 HIGHWAY 15
City: HORTONVILLE
State: Wisconsin
Zip: 54944
Country: United States of America

Has Officers Statement

Does this entity have officers?: Yes

Officers

Name: Brian H Parker
Address: N2573 HIGHWAY 15
City: HORTONVILLE
State: Wisconsin
Zip: 54944
Country: United States of America

Name: Jeff H Parker
Address: N2573 HIGHWAY 15
City: HORTONVILLE
State: Wisconsin
Zip: 54944
Country: United States of America

Statements

Brief description of the nature of business: Utility Contractor (sanitary sewer, storm sewer, and water main construction)

Has the entity entered into any contract, combination in the form of a trust or otherwise, or conspiracy in restraint of trade or commerce? No

Stocks

Class (Common or Preferred): Common
Series (if any):
Authorized Shares: 50000
Issued Shares: 12000
Outstanding Shares: 0

Signature

Title: Officer
Date: 11/8/2023

I understand that checking this box constitutes a legal signature: Yes

Signature: Brian H Parker

Contact Information (optional)

A confirmation and copy of your filing will be sent to the email address provided.

Name:
Address:
City:
State:
Zip:
Country:

Phone Number:

Email Address:

heidi@donparkerexc.com

Endorsement

FILED

Received Date:

11/08/2023

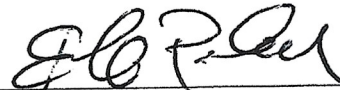
DON E. PARKER EXCAVATING, INC.
N2573 Highway 15, Hortonville, WI 54944
Phone 920-779-6909 | Fax 920-779-9891

CORPORATE RESOLUTION
Signing Authority

At a duly constituted meeting of the Board of Directors of Don E. Parker Excavating, Inc., held on this 31st day of October, 2002, the following resolution was unanimously passed.

RESOLVED, that Brian Parker in his capacity as President is authorized on behalf of and in the name of the corporation to negotiate, procure and execute such Agreements, with which are in his opinion necessary or advisable to effectuate the most favorable terms of the Corporation, and the execution of such Agreements by said officer shall be conclusive evidence of his approval thereof.

IN WITNESS THEREOF, I affix my name as Secretary of said Corporation this 31st day of October, 2002.

A handwritten signature in black ink, appearing to read "J. E. Parker", is written over a horizontal line.

Jeff Parker
Secretary

Don E. Parker Excavating, Inc.

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Don E. Parker Excavating Inc.
W8409 County Rd JJ
Hortonville, WI 54944

OWNER:

(Name, legal status and address)
Village of Hortonville
531 N. Nash Road, P.O. Box 99
Hortonville, WI 54944

BOND AMOUNT: Five Percent of Bid

SURETY:

(Name, legal status and principal place
of business)
Employers Mutual Casualty Company
1815 S Meyer Rd
Oakbrook Terrace, IL 60181

This document has important legal
consequences. Consultation with an attorney is
encouraged with respect to its completion or
modification.

Any singular reference to Contractor, Surety,
Owner or other party shall be considered plural
where applicable.

PROJECT:

(Name, location or address, and Project number, if any)
North Mill Street Reconstruction
Project #07807030

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of April, 2024


(Witness)


(Witness)


(Principal)

Brian Parker, President, Don E. Parker Excavating, Inc.
(Title)

Employers Mutual Casualty Company

(Surety)  (Seal)

(Title) Attorney In Fact - Nicole Johnson

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Nicole Johnson

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

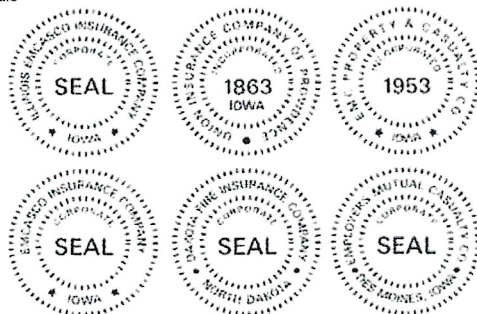
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of April, 2024

Ryan J. Springer

Vice President

Village of Hortonville North Mill Street Reconstruction (#8914429)

Owner: Village of Hortonville

Solicitor: MSA Professional Services - Appleton

04/25/2024 10:00 AM CDT

Project # 07807030

				DON E. PARKER EXCAVATING INC.		Robert Immel Excavating		DE GROOT, INC.		Advance Construction Inc.		PTS Contractors, Inc	
Item	Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
General Improvements													
1	Mobilization	LS	1	\$16,108.00	\$16,108.00	\$23,500.00	\$23,500.00	\$13,179.49	\$13,179.49	\$23,910.00	\$23,910.00	\$38,507.00	\$38,507.00
2	Unclassified Excavation	CY	2650	\$7.56	\$20,034.00	\$12.35	\$32,727.50	\$17.17	\$45,500.50	\$15.00	\$39,750.00	\$12.50	\$33,125.00
3	Clearing and Grubbing	LS	1	\$0.01	\$0.01	\$1.00	\$1.00	\$2,020.00	\$2,020.00	\$3,000.00	\$3,000.00	\$580.00	\$580.00
4	Asphalt Pavement Removal	SY	3200	\$1.00	\$3,200.00	\$1.42	\$4,544.00	\$2.32	\$7,424.00	\$4.50	\$14,400.00	\$1.10	\$3,520.00
5	Concrete Pavement Removal	SY	950	\$4.45	\$4,227.50	\$8.05	\$7,647.50	\$3.90	\$3,705.00	\$5.00	\$4,750.00	\$8.10	\$7,695.00
6	Curb and Gutter Removal	LF	1500	\$3.30	\$4,950.00	\$2.70	\$4,050.00	\$3.12	\$4,680.00	\$5.00	\$7,500.00	\$2.70	\$4,050.00
7	Saw Cut Asphalt Pavement	LF	430	\$3.00	\$1,290.00	\$2.05	\$881.50	\$2.12	\$911.60	\$4.00	\$1,720.00	\$2.10	\$903.00
8	Saw Cut Concrete Pavement	LF	215	\$5.00	\$1,075.00	\$3.05	\$655.75	\$3.13	\$672.95	\$5.00	\$1,075.00	\$3.10	\$666.50
9	Remove Existing Retaining Wall	LF	30	\$28.35	\$850.50	\$15.30	\$459.00	\$46.81	\$1,404.30	\$30.00	\$900.00	\$15.50	\$465.00
10	Topsoil Placement and Grading	SY	650	\$3.10	\$2,015.00	\$6.15	\$3,997.50	\$5.15	\$3,347.50	\$4.00	\$2,600.00	\$6.20	\$4,030.00
11	Seeding	SY	650	\$0.78	\$507.00	\$0.78	\$507.00	\$1.93	\$1,254.50	\$1.00	\$650.00	\$1.00	\$650.00
12	Hydromulch	SY	650	\$1.03	\$669.50	\$1.05	\$682.50	\$3.07	\$1,995.50	\$1.00	\$650.00	\$1.00	\$650.00
13	Erosion and Sedimentation Controls	LS	1	\$721.00	\$721.00	\$2,025.00	\$2,025.00	\$3,030.00	\$3,030.00	\$100.00	\$100.00	\$720.00	\$720.00
14	Traffic Control Block Retaining Wall (Modular	LS	1	\$2,575.00	\$2,575.00	\$2,625.00	\$2,625.00	\$3,030.00	\$3,030.00	\$4,800.00	\$4,800.00	\$2,575.00	\$2,575.00
15	Units)	SF	100	\$70.04	\$7,004.00	\$69.35	\$6,935.00	\$88.72	\$8,872.00	\$80.00	\$8,000.00	\$87.00	\$8,700.00
16	Granular Fill	TON	550	\$0.01	\$5.50	\$5.00	\$2,750.00	\$12.88	\$7,084.00	\$15.15	\$8,332.50	\$15.00	\$8,250.00
17	Insulation, 2-Inch	SF	510	\$3.10	\$1,581.00	\$3.00	\$1,530.00	\$4.04	\$2,060.40	\$3.00	\$1,530.00	\$2.40	\$1,224.00
Total Items 1-17:				\$66,813.01		\$95,518.25		\$110,171.74		\$123,667.50		\$116,310.50	
Roadway Improvements													
18	Concrete Curb and Gutter, Type D, 30-Inch	LF	1510	\$17.00	\$25,670.00	\$19.20	\$28,992.00	\$17.17	\$25,926.70	\$18.50	\$27,935.00	\$19.40	\$29,294.00
19	Concrete Driveway, 6-Inch w/ Dense Graded Base, 1-1/4-Inch, 6-Inch	SF	1100	\$8.80	\$9,680.00	\$8.30	\$9,130.00	\$8.06	\$8,866.00	\$7.10	\$7,810.00	\$8.40	\$9,240.00
20	Asphalt Driveway, 3-Inch w/ Dense Graded Base, 1-1/4-Inch, 8-Inch	SY	125	\$71.89	\$8,986.25	\$60.45	\$7,556.25	\$57.43	\$7,178.75	\$54.20	\$6,775.00	\$60.50	\$7,562.50
21	Concrete Sidewalk, 4-Inch w/ Aggregate Base Course, 1-1/4-Inch, 6-Inch	SF	6425	\$8.35	\$53,648.75	\$7.30	\$46,902.50	\$7.54	\$48,444.50	\$6.60	\$42,405.00	\$7.40	\$47,545.00
22	Concrete Sidewalk, 6-Inch w/ Aggregate Base Course, 1-1/4-Inch, 6-Inch	SF	1475	\$9.43	\$13,909.25	\$7.30	\$10,767.50	\$8.06	\$11,888.50	\$7.10	\$10,472.50	\$7.40	\$10,915.00
23	Steps	SF	8	\$66.95	\$535.60	\$86.70	\$693.60	\$67.62	\$540.96	\$65.00	\$520.00	\$87.50	\$700.00
24	Breaker Run, 6-Inch	TON	1200	\$16.17	\$19,404.00	\$15.25	\$18,300.00	\$14.56	\$17,472.00	\$14.41	\$17,292.00	\$15.40	\$18,480.00

Item	Description	Unit	Qty	DON E. PARKER EXCAVATING INC.		Robert Immel Excavating		DE GROOT, INC.		Advance Construction Inc.		PTS Contractors, Inc	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
25	Dense Graded Base, 1 1/4-Inch, 6-Inch	TON	1275	\$16.17	\$20,616.75	\$15.25	\$19,443.75	\$14.56	\$18,564.00	\$15.22	\$19,405.50	\$15.40	\$19,635.00
26	Asphaltic Binder, 2 1/2-Inch	TON	450	\$81.89	\$36,850.50	\$81.85	\$36,832.50	\$82.71	\$37,219.50	\$79.50	\$35,775.00	\$82.00	\$36,900.00
27	Asphaltic Surface, 1 1/2-Inch	TON	275	\$82.92	\$22,803.00	\$82.90	\$22,797.50	\$83.75	\$23,031.25	\$80.50	\$22,137.50	\$83.00	\$22,825.00
28	Geotextile Fabric, Type SAS	SY	3700	\$1.84	\$6,808.00	\$1.88	\$6,956.00	\$2.86	\$10,582.00	\$2.00	\$7,400.00	\$1.90	\$7,030.00
29	Detectable Warning Field	SF	60	\$41.20	\$2,472.00	\$35.70	\$2,142.00	\$41.61	\$2,496.60	\$40.00	\$2,400.00	\$36.00	\$2,160.00
30	Pavement Marking, Waterborne, 4-Inch, White	LF	415	\$7.16	\$2,971.40	\$7.15	\$2,967.25	\$7.23	\$3,000.45	\$6.95	\$2,884.25	\$7.00	\$2,905.00
31	Pavement Marking, Waterborne, 18-Inch, White	LF	40	\$29.82	\$1,192.80	\$29.80	\$1,192.00	\$30.12	\$1,204.80	\$28.95	\$1,158.00	\$30.00	\$1,200.00
32	Excavation Below Subgrade	CY	250	\$21.53	\$5,382.50	\$13.25	\$3,312.50	\$46.81	\$11,702.50	\$40.00	\$10,000.00	\$14.40	\$3,600.00
Total Items 18-32:				\$230,930.80		\$217,985.35		\$228,118.51		\$214,369.75		\$219,991.50	
Storm Sewer Improvements													
33	Storm Inlet, 2-FT x 3-FT	EA	12	\$2,939.00	\$35,268.00	\$3,265.00	\$39,180.00	\$2,997.06	\$35,964.72	\$3,114.00	\$37,368.00	\$3,550.00	\$42,600.00
34	Storm Manhole, 4-FT. DIA.	EA	1	\$2,934.00	\$2,934.00	\$2,915.00	\$2,915.00	\$3,971.93	\$3,971.93	\$3,304.00	\$3,304.00	\$3,920.00	\$3,920.00
35	Storm Sewer, HDPE, 12-Inch	LF	405	\$49.95	\$20,229.75	\$44.50	\$18,022.50	\$42.87	\$17,362.35	\$54.00	\$21,870.00	\$56.00	\$22,680.00
36	Storm Sewer, RCP, 12-Inch	LF	179	\$62.50	\$11,187.50	\$63.85	\$11,429.15	\$62.93	\$11,264.47	\$79.00	\$14,141.00	\$99.00	\$17,721.00
37	Pipe Underdrain, HDPE, 4-Inch	LF	56	\$22.95	\$1,285.20	\$16.65	\$932.40	\$34.77	\$1,947.12	\$40.00	\$2,240.00	\$29.00	\$1,624.00
38	Utility Line Opening	EA	1	\$250.00	\$250.00	\$225.00	\$225.00	\$1,212.00	\$1,212.00	\$600.00	\$600.00	\$870.00	\$870.00
39	Connect to Existing Storm Sewer	EA	2	\$425.00	\$850.00	\$800.00	\$1,600.00	\$1,161.50	\$2,323.00	\$1,000.00	\$2,000.00	\$1,160.00	\$2,320.00
40	Abandon Existing Storm Sewer	LS	1	\$450.00	\$450.00	\$1,480.00	\$1,480.00	\$2,020.00	\$2,020.00	\$3,500.00	\$3,500.00	\$580.00	\$580.00
Total Items 33-40:				\$72,454.45		\$75,784.05		\$76,065.59		\$85,023.00		\$92,315.00	
Sanitary Sewer Improvements													
41	Sanitary Sewer Manhole, 4 FT. DIA.	EA	3	\$5,069.00	\$15,207.00	\$5,200.00	\$15,600.00	\$5,574.04	\$16,722.12	\$4,914.00	\$14,742.00	\$7,000.00	\$21,000.00
42	Sanitary Sewer, PVC, 8-Inch	LF	766	\$58.55	\$44,849.30	\$53.25	\$40,789.50	\$49.75	\$38,108.50	\$69.00	\$52,854.00	\$73.00	\$55,918.00
43	Sanitary Sewer Lateral, PVC, 6-Inch	LF	325	\$58.30	\$18,947.50	\$46.65	\$15,161.25	\$36.47	\$11,852.75	\$84.00	\$27,300.00	\$92.00	\$29,900.00
44	Wye, 8 x 6-Inch	EA	13	\$160.00	\$2,080.00	\$210.00	\$2,730.00	\$697.91	\$9,072.83	\$96.00	\$1,248.00	\$114.00	\$1,482.00
45	Temporary Sanitary Bend	EA	1	\$75.00	\$75.00	\$125.00	\$125.00	\$1,515.00	\$1,515.00	\$583.00	\$583.00	\$106.00	\$106.00
46	Connect to Existing Sanitary Sewer	EA	3	\$830.00	\$2,490.00	\$1,455.00	\$4,365.00	\$2,222.00	\$6,666.00	\$583.00	\$1,749.00	\$1,245.00	\$3,735.00
47	Connect to Existing Sanitary Lateral	EA	13	\$215.00	\$2,795.00	\$500.00	\$6,500.00	\$404.00	\$5,252.00	\$172.00	\$2,236.00	\$235.00	\$3,055.00
48	Abandon Existing Sanitary Sewer	LS	1	\$425.00	\$425.00	\$1,630.00	\$1,630.00	\$3,030.00	\$3,030.00	\$2,500.00	\$2,500.00	\$1,740.00	\$1,740.00
Total Items 41-48:				\$86,868.80		\$86,900.75		\$92,219.20		\$103,212.00		\$116,936.00	
Water Main Improvements													
49	Water Main, PVC, 6-Inch	LF	32	\$107.00	\$3,424.00	\$82.35	\$2,635.20	\$50.40	\$1,612.80	\$76.50	\$2,448.00	\$97.00	\$3,104.00
50	Water Main, PVC, 8-Inch	LF	22	\$115.70	\$2,545.40	\$82.50	\$1,815.00	\$71.11	\$1,564.42	\$86.50	\$1,903.00	\$108.00	\$2,376.00
51	Water Main, PVC, 10-Inch	LF	776	\$70.95	\$55,057.20	\$69.15	\$53,660.40	\$67.46	\$52,348.96	\$83.50	\$64,796.00	\$92.00	\$71,392.00
52	Hydrant	EA	1	\$5,737.00	\$5,737.00	\$5,220.00	\$5,220.00	\$6,299.37	\$6,299.37	\$5,937.00	\$5,937.00	\$5,700.00	\$5,700.00

Item	Description	Unit	Qty	DON E. PARKER EXCAVATING INC.		Robert Immel Excavating		DE GROOT, INC.		Advance Construction Inc.		PTS Contractors, Inc	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
53	Tee, 10 x 6-Inch	EA	1	\$1,100.00	\$1,100.00	\$950.00	\$950.00	\$1,373.60	\$1,373.60	\$1,040.00	\$1,040.00	\$780.00	\$780.00
54	Tee, 10 x 8-Inch	EA	1	\$1,205.00	\$1,205.00	\$1,055.00	\$1,055.00	\$1,591.76	\$1,591.76	\$1,156.00	\$1,156.00	\$850.00	\$850.00
55	Reducer, 10 x 6-Inch	EA	2	\$675.00	\$1,350.00	\$525.00	\$1,050.00	\$841.33	\$1,682.66	\$563.00	\$1,126.00	\$460.00	\$920.00
56	45 Bend, 10-Inch	EA	2	\$835.00	\$1,670.00	\$685.00	\$1,370.00	\$1,126.15	\$2,252.30	\$745.00	\$1,490.00	\$630.00	\$1,260.00
57	Gate Valve & Box, 6-Inch	EA	1	\$1,863.00	\$1,863.00	\$1,855.00	\$1,855.00	\$2,093.73	\$2,093.73	\$1,723.00	\$1,723.00	\$1,755.00	\$1,755.00
58	Gate Valve & Box, 8-Inch	EA	1	\$2,539.00	\$2,539.00	\$2,530.00	\$2,530.00	\$2,843.15	\$2,843.15	\$2,475.00	\$2,475.00	\$2,500.00	\$2,500.00
59	Gate Valve & Box, 10-Inch	EA	3	\$3,625.00	\$10,875.00	\$3,650.00	\$10,950.00	\$4,144.03	\$12,432.09	\$3,683.00	\$11,049.00	\$3,680.00	\$11,040.00
60	Cross, 10-Inch	EA	1	\$1,760.00	\$1,760.00	\$1,510.00	\$1,510.00	\$2,051.31	\$2,051.31	\$1,691.00	\$1,691.00	\$1,235.00	\$1,235.00
61	Water Service, HDPE, 1.25-Inch Saddle, Corporation, Curb Stop &	LF	251	\$38.00	\$9,538.00	\$36.75	\$9,224.25	\$27.19	\$6,824.69	\$42.50	\$10,667.50	\$49.00	\$12,299.00
62	Box, 1.25-Inch	EA	11	\$821.00	\$9,031.00	\$1,080.00	\$11,880.00	\$1,277.20	\$14,049.20	\$914.50	\$10,059.50	\$625.00	\$6,875.00
63	Water Service, HDPE, 2-Inch Saddle, Corporation, Curb Stop &	LF	44	\$43.10	\$1,896.40	\$43.50	\$1,914.00	\$31.73	\$1,396.12	\$63.50	\$2,794.00	\$69.00	\$3,036.00
64	Box, 2-Inch	EA	2	\$1,450.00	\$2,900.00	\$1,280.00	\$2,560.00	\$1,777.60	\$3,555.20	\$1,410.00	\$2,820.00	\$1,185.00	\$2,370.00
65	Temporary Water Service	LS	1	\$4,800.00	\$4,800.00	\$4,000.00	\$4,000.00	\$9,595.00	\$9,595.00	\$800.00	\$800.00	\$8,120.00	\$8,120.00
66	Connect to Existing Water Service	EA	13	\$228.00	\$2,964.00	\$485.00	\$6,305.00	\$303.00	\$3,939.00	\$173.00	\$2,249.00	\$250.00	\$3,250.00
67	Connect to Existing Water Main	EA	5	\$1,877.00	\$9,385.00	\$1,800.00	\$9,000.00	\$2,364.81	\$11,824.05	\$3,000.00	\$15,000.00	\$1,485.00	\$7,425.00
68	Abandon Existing Water Main	LS	1	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$1,010.00	\$1,010.00	\$500.00	\$500.00	\$1,160.00	\$1,160.00
Total Items 49-68:				\$129,890.00		\$130,483.85		\$140,339.41		\$141,724.00		\$147,447.00	
Base Bid Total (Items 1-68):				\$586,957.06		\$606,672.25		\$646,914.45		\$667,996.25		\$693,000.00	

**VILLAGE OF HORTONVILLE
COMMITTEE APPOINTMENTS
APRIL 16, 2024 TO APRIL 20, 2025**

PUBLIC WORKS COMMITTEE

SHAUNA KEEL - CHAIRPERSON
BOB JEWELL
GRACE ABITZ
JULIE ARENDT VANDEN HEUVEL

PUBLIC FACILITIES COMMITTEE

JULIE ARENDT VANDEN HEUVEL-CHAIRPERSON
SHAUNA KEEL
JANE OLK
GRACE ABITZ

PUBLIC SAFETY COMMITTEE

JIM MOELLER - CHAIRPERSON
SHAUNA KEEL
JANE OLK
BOB JEWELL

BLACK OTTER LAKE COMMISSION, VILLAGE TRUSTEE/LIAISON: BOB JEWELL

VILLAGE PRESIDENT, **JEANNE BELLILE**, IS EX-OFFICIO MEMBER OF ALL STANDING COMMITTEES

BOARD MEMBERS

POSITION

ADDRESS

TELEPHONE

JEANNE BELLILE

Term Expires 4/15/2025

PRESIDENT

333 N PINE ST, PO 341

740-2204

BOB JEWELL

Term Expires 4/20/2026

TRUSTEE

205 OAK KNOLL CT

460-4694

JAMES MOELLER

Term Expires 4/15/2025

TRUSTEE

806 HICKORY STREET

418-5870

GRACE ABITZ

Term Expires 4/15/2025

TRUSTEE

213 W MAIN STREET

540-8384

JANE OLK

Term Expires 4/15/2025

TRUSTEE

300 S NASH STREET

660-4402

JULIE ARENDT VANDEN HEUVEL TRUSTEE

Term Expires 4/20/26

121 E MAIN STREET

378-2575

SHAUNA KEEL

Term Expires 4/20/26

TRUSTEE

235 S MILL STREET

915-5054

MUNICIPAL JUDGE

TELEPHONE

PETER OLK

Term Expires 4/30/2027

660-5603

VILLAGE COMMISSION AND COMMITTEES FOR 4/2024 THROUGH 4/2025

	<u>Term Expires</u>		<u>Term Expires</u>
PLANNING & ZONING COMMISSION		BOARD OF REVIEW	
Village President - Jeanne Bellile	Second Thursday	Village President - 740-2204	Term of Office
Village Trustee - Julie Arendt Vanden Heuvel	Term of Office	Village Clerk/Treasurer	
Ryan Hansch (307 Greenbrier Dr) 715-781-8308 - rhansch@hotmail.com	2026	Trustee - Jane Olk - 660-4402	Term of Office
Barry Hoff (403 N Cherry St) 779-0316 - barry.hoff@prodigy.net	2027	Alternate - Bob Jewell	Term of Office
Richard Gruenewald (215 Spruce St) 8842 - gruenewal5@aol.com	2026	Public Works Committee	
Mike Bellile (PO Box 341) 779-6707	2025	Shauna Keel	Chairperson
Roger Retzlaff (112 Crystal Springs) 209-0655	2025	Bob Jewell	
Tom Banker (203 Greendale Rd) 540-4437	2025	Grace Abitz	
Dave Moe (352 Nye St) 428-1986	2026	Julie Arendt Vanden Heuvel	
Village Attorney, ex officio member		Public Safety Committee	
Village assigned Engineer, ex officio member		Jim Moeller	Chairperson
Appointed / 3 year term		Shauna Keel	
LIBRARY BOARD		Jane Olk	
Village Board Rep-Jane Olk	Term of Office	Bob Jewell	
School District Rep - Todd Timm	Term of Office	Public Facilities Committee	
Alexia Jandourek	2027	Julie Arendt Vanden Heuvel	Chairperson
Christina King	2027	Shauna Keel	
Mike Wirkus - President	2025	Jane Olk	
Ann Seyfert	2027	Grace Abitz	
Jenna Foth - Secretary	2025	Finance/Personnel Committee	
Appointed / 3 year term (1st meeting in May)		Jeanne Bellile	Chairperson
HISTORIC PRESERVATION COMMISSION (Filled when Needed)		Jim Moeller	
Sherry Henrickson 538-6512		Shauna Keel	
Warren Mueller 250-0814		Julie Arendt Vanden Heuvel	
Julie Arendt VandenHeuvel-Trustee/Historian	Term of Office	HORTONVILLE/HORTONIA FIRE DISTRICT COMMISSIONERS	
Vacant - Citizen Member		Village Trustee - James Moeller	Term of Office
Claire Abitz - Citizen Member		Tom Banker & Mike Bellile	2026
Jeff Middlestead - Citizen Member		Appointed / 2 year term	
Lenard Epps		(Nancy Willenkamp from Hortonia)	
Appointed / 3 year term		(Andy Moeller-at large)	
CAPITAL IMPROVEMENTS PLANNING COMMITTEE		SENIOR ACTIVITIES COMMISSION	
Village Administrator		Pat Lund-Moe - 3 year term	2027
Village Director of Public Works		Lauren Prochnow - Deputy Clerk/Treasurer	
Village Chief of Police		Joanne Mueller	
Village Library Director		Alternate	
Village Clerk-Treasurer		Rosemary Gorski - citizen 715-321-3747	
ECONOMIC DEVELOPMENT COMMITTEE		Verna Zimmerman	
Village President - Jeanne Bellile	740-2204	Urban Forestry Board	
Village Trustee Shauna Strelow	915-5054		Jane Olk
Financial Institution - Jason Bloxham (PO 459) - JasonB@WolfRiverBank.com	920.422.3692	WEED COMMISSIONER	
Small bus.-Greg Rogers - greg.j.rogers@edwardjones.com	779-6031		
Ind Business member - Jayne Frazier - j.t.f.creative@gmail.com	851-3317		
Chamber- Vacant until filled - scottswinski@hotmail.com			
Village Resident - Mark Voight (242 E Main St) - voighters@att.net	851-8080		
ZONING BOARD OF APPEALS		BUILDING INSPECTOR	
Joanne Mueller (215 S Nash St) 250-0815	2027	Paul Hanlon	920-878-0024
Christina King 920-858-0821	2025	VILLAGE ATTORNEY	
Robert Riemer (PO Box 82) 779-6320	2026	Ashley Lehocky	920.725.1233
Peter Olk	2026	VILLAGE ENGINEER POOL	
Deb Obry - 920-877-7022	2025	Cedar Corp. - Dennis Steigenberger	920-455-7004
Alt#1- Tom Banker	2025	MSA - Dan Rammer	
Alt#2-Michael Hanson (833 Hickory) 779-4563	2027	McMahon Associates - Ron Wolf	751-4200
Appointed / 3 year term		VILLAGE ASSESSOR	
Village Board		Bowmar Appraisal - Nick Marcks	733-5369
Jeanne Bellile - President 920-740-2204	2025	HEALTH OFFICER	
Shauna Keel - Trustee 915-5054	2026	County Health Officer - Natalie Vandeveld	832-5100
Bob Jewell - Trustee 460-4694	2026	[Hortonville Shared Info/Commissions-Committees]	
Julie Arendt VandenHeuvel - Trustee 378-2575	2026		
Jane Olk - Trustee - 920-660-4402	2025		
Grace Abitz - Trustee - 920-540-8384	2025		
James Moeller - Trustee 418-5870	2025		

Hortonville Public Works

To: Hortonville Utility
Subject: RE: Effluent Pump Replacement

From: Katie Gruber <katie@bmtechservice.com>
Sent: Tuesday, April 30, 2024 7:46 AM
To: Hortonville Utility <wwtp@vohortonville.com>; Regina Weyenberg <regina@bmtechservice.com>; jesse bmtechservice.com <jesse@bmtechservice.com>
Subject: Effluent Pump Replacement

Hi Sean,

ShinMaywa Dry Pit Submersible 6/8CNT422T2 30 HP Pump with Seal Leakage Detector List
\$31,600.00/each

Please let me know if it makes sense to schedule a site visit to further plan replacement.

Katie Gruber | Sales/Project Manager
B&M Technical Services, Inc.
Cell: (608) 547-9433 | Office: (715) 228-7604 | Fax: (715) 228-3418
katie@bmtechservice.com | www.bmtechservice.com
[Click here to sign up for the B&M Punchlist.](#)

ShinMaywa

Dry Pit Pump

**Submersible
Air Cooled Motor type**

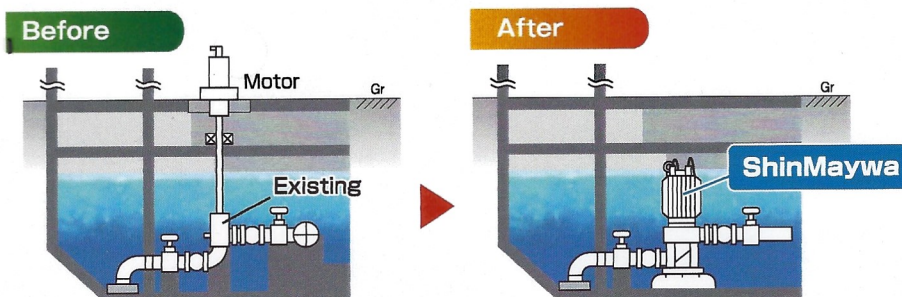
CNT series Non-Clog Channel Impeller



Ideal for pump stations that are

Continuous operation is possible even in case of submersion.

In addition, it saves maintenance and space.
(2~30HP)



Specifications

Operating Temperature Range	Ambient Temperature	-4 to 104°F (-20 to 40°C)
	Liquid Temperature	32 to 140°F (0 to 60°C)
Material	Power Cable	50ft. Submersible Cable
	Motor Shaft	AISI 420 Stainless Steel
	Pump Housing	ASTM A48 Class 35 Gray Cast Iron
	Impeller	ASTM A48 Class 35 Gray Cast Iron (20HP or less) ASTM A536 Grade 65-45-12 Gray Cast Iron (30HP)
	Shaft Seal (Mechanical Seal)	Motor Side : SiC/SiC Wet Side : SiC/SiC
Electric Motor	Type	Submersible Air Cooled Induction Motor
	Insulation	Class F
	Phase	3-Phase
	Voltage	208 / 230V, 460V
	Motor Protector	Miniature Thermal Protector

Applications

The CNT Series are the pumps of choice for the following applications;

- Wastewater transfer and drainage for sewage treatment plants
- Returning and excess sludge transfer for treatment plant
- Pump stations for sewage
- For septic tank treatment process
- Sedimentation tank sludge removal for oxidation ditch
- Drainage for industrial wastewater treatment plants
- Drainage of stormwater
- For other sewage and wastewater treatment applications

Employing newly developed submersible air cooled motor

By employing non-water jacket type air cooled motor, this pump can be used even for sludge containing water. Also by reducing heat effect, continuous dry operation can be realized.

Submersible application is also possible

By employing submersible motor, this series can be operated even though they are submerged.

Shaft Seal

An one coil double design mechanical seal made of highly wear-resistant silicon carbide prevents water from penetrating the motor chamber.

Impeller

CNT series employs a Channel impeller.



Air Relief Valve

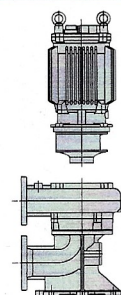
This valve prevents airlock by exhausting any air remaining in the pump housing.

Easy debris removal inside of suction pipe

Clogged debris inside of suction pipe can be executed from inspection port.

Quick, Easy Maintenance

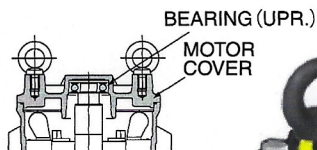
The pull out structure allows to detach motor unit with impeller attached, just by removing the nuts at the top of the pump housing. So it is easy to inspect the impeller and clean inside the pump housing.



subject to flooding!

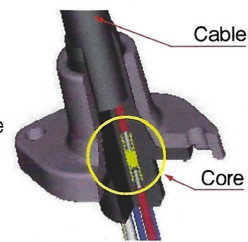
Improved life time of bearing and seal components

To prevent overheating, upper bearing is installed at upper side of motor cover. Also by reducing heat effect from motor, degradations of grease and O-ring are remarkably reduced.



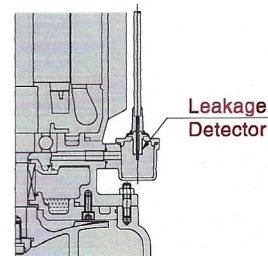
Cable Entry

This cable entry employs a core seal that effectively prevents water from wicking down the cable even when the cable end is soaked or the cable sheath is damaged. This feature prevents water from penetrating the motor chamber.



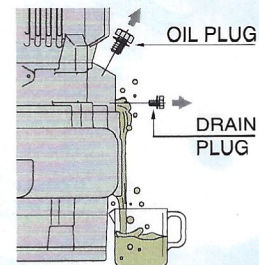
Seal Leakage Detector (OPTION)

Protects the motor and bearings from damage in the event of mechanical seal failure.



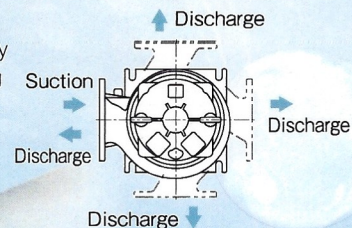
Easy oil change

Oil discharge can be fully done at vertical position. By full pouring of oil at pouring port, adequate volume of oil can be filled. No need to inclining pump body for oil change.



Flexible piping layout

Discharge direction can be rotated every 90 degrees allowing for flexibility in the piping layout.

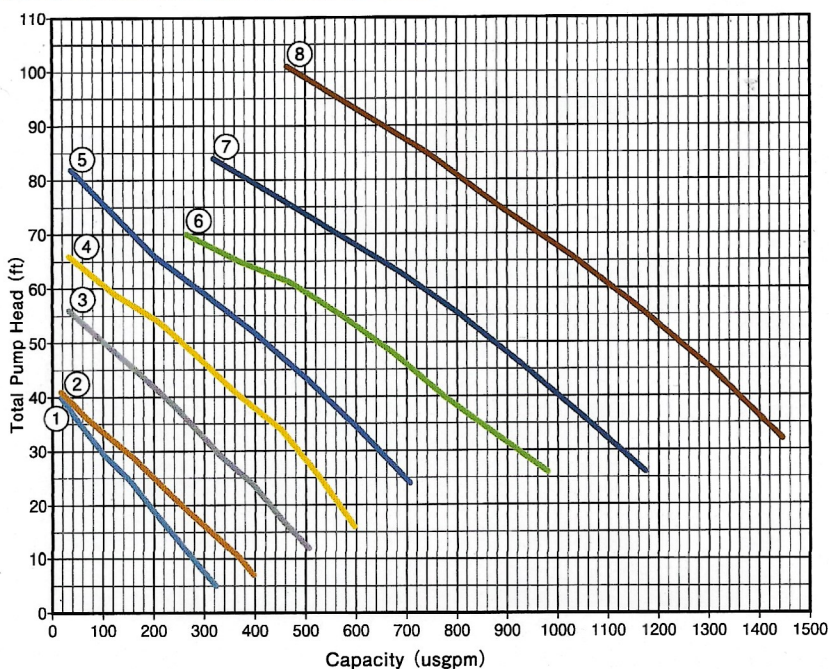


Standard Specifications

Discharge	Suction	Solid Size (Soft Solid)	Model	HP (kW)	Voltage	Pole	Pump Weight		Curve No.
							lb	(kg)	
3"	3"	2.2" (56mm)	3/3CNT41.5T*	2(1.5)	208/230V 3 Phase or 460V 3 Phase	4	287	130	①
	4"	2.7" (70mm)	3/4CNT42.2T*	3(2.2)			452	205	②
3/4CNT43.7T*			5(3.7)	508			230	③	
4/4CNT45.5T*			7.5(5.5)	607			275	④	
4/4CNT47.5T*			10(7.5)	662			300	⑤	
6"			8"	2.2" (57mm)			6/8CNT411T*	15(11)	1213
2.4" (62mm)	6/8CNT415T*	20(15)		1345			610	⑦	
2.6" (67mm)	6/8CNT422T*	30(22)		1500			680	⑧	

Note: "*" mark within the model code should be replaced to 2 (for 208/230V) or 3 (for 460V).

Performance Curve



Cable Details (50ft/15m)

Power Cable Size

- 2/3HP : VCT 1.25mm² (AWG16)- 4 Cores
- 5HP : VCT 2.0mm² (AWG14)- 4 Cores
- 7.5HP : VCT 3.5mm² (AWG12)- 4 Cores
- 10HP : VCT 5.5mm² (AWG10)- 4 Cores
- 15HP : 2PNCT 5.5mm² (AWG10)- 4 Cores,
2PNCT 5.5mm² (AWG10)- 3 Cores (2 cables)
- 20HP : 2PNCT 8.0mm² (AWG8)- 4 Cores,
2PNCT 8.0mm² (AWG8)- 3 Cores (2 cables)
- 30HP : 2PNCT 14.0mm² (AWG6)- 4 Cores,
2PNCT 14.0mm² (AWG6)- 3 Cores (2 cables)

Control Cable Size

- 2PNCT 1.25mm² (AWG16)- 2 Cores

Note: VCT=PVC insulated PVC sheathed cable
2PNCT=EPR insulated PCP sheathed cable

Optional Specifications

- Impeller Material : Cast Stainless Steel (SCS13, SCS14),
High-chrome alloyed Cast Iron
- Cable Length Extension
- Leakage Detector (Electrode type)

Installation Example



ShinMaywa (America), Ltd.

Headquarters

10737 Gateway West, Suite 240
El Paso, TX 79935
Phone: 915-594-9862
Fax: 915-594-9866

North Carolina Branch

6135 Park South Drive, Suite 510
Charlotte, NC, 28210
Phone: 704-945-7112

E-mail: pump@shinmaywaamerica.com
URL: www.shinmaywa.co.jp/america

Member of
Hydraulic
INSTITUTE

Catalog No. '20.11 Z-W030
printed in USA



The Fluid Technology Experts.

P.O. Box 38 • Kimberly, WI 54136

Ph:(920)733-4425 • Fx:(920)733-0211

Web: www.craneengineering.net

INVOICE

CUST#: 89734

DUPLICATE

SHIP TO: VILLAGE OF HORTONVILLE
521 W CEDAR STREET

HORTONVILLE, WI 54944

BILL TO: HORTONVILLE, VILLAGE OF
PO BOX 99
118 MILL STREET

HORTONVILLE, WI
54944

INSTRUCTIONS:

REFERENCE:
manual invoice

TERMS	INVOICE DATE	INVOICE #
Net 15	02/19/24	449853-00
P.O. DATE	P.O. NO.	PAGE
08/07/23	V-SEAN KUSKE	1
SHIPPED	VIA	CSR
01/17/24	UPS/BestWayP	drd
SHIP POINT	REP	
Crane (KIMB)	670	

REMIT TO: PO Box 38, Kimberly WI 54136

LINE NO	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	DISCOUNT	AMOUNT NET
1	SERVICE-BOM SERVICE MATERIALS Effluent VT Pump Repair Make: Fairbanks Morse - Disassembly & inspection - Provide inspection report - Replacement of the following: o Bronze bearings o Top shaft o Lineshaft o Bowl shaft o Lineshaft couplings o Column coupling - Sandblast & epoxy paint the following: o Discharge head o Columnso Suction bowls - Reassemble Does not include machining if found necessary during inspection Does not include removal or installation	1	0	1	EA		0.00	\$17832.00
Total								\$17832.00
Freight-Jobs								\$240.00
Invoice Total								\$18072.00

Continued

Cash Discount

0.00 If Paid By 02/19/24

449853-00

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
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Nathan Treadwell – Village Administrator

Memo: CSM for Parcel 240043100 And 240043101

The purpose of this Community Service Mission (CSM) is to exchange land between the Villages Municipal Service Center Property and the adjacent property belonging to Claire Abitz.

During the past week, the Village cleared the land previously occupied by an old shed on our property. Consequently, we eliminated the concrete slab, cleared away brush, trees, invasive species, and poison ivy from that area.

Presently, the boundary between our two properties still traverses a segment of the cement slab predominantly owned by Mrs. Abitz. Our choices regarding this area are to either cut the slab, which might pose difficulties due to its age, small size, and potential presence of rebar, or to avoid this by deeding this portion over to Mrs. Abitz. Staff recommends the latter, suggesting that we exchange this section for an equivalent area of land on the eastern part of her property.



The proposal entails granting Mrs. Abitz a strip of land measuring 5 feet wide for a span of approximately 158.91 feet on the northern edge of her property. In return, the Village would acquire approximately 7.5 feet wide for a distance of 105 feet along the eastern boundary of her property.



This arrangement would be advantageous for several reasons:

- We would avoid the challenges associated with dealing with the old cement slab, such as potential breakage during cutting or damage to our equipment.
- Our stormwater drain would be entirely situated on our property, eliminating the current split between both parcels.
- We would gain additional space for snow storage on the eastern section of Mrs. Abitz's property.
- In the event that Mrs. Abitz decides to install a fence along the property line, having limited space for snow storage could pose problems. Moreover, the risk of damaging her fence would necessitate alterations to our snow plowing methods, potentially resulting in increased snow removal time.

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Nathan Treadwell – Village Administrator

Memo: Q1 Financial Summary

Village Budget Update:

- Corrections have been made to eliminate negative figures in the Year-to-Date (YTD) line as of April, ensuring their absence in the upcoming quarterly report.
- General Government Legal Ads (100-51-51000-325):
 - Due to policy changes regarding ordinance and public hearing charges, along with RFP submissions, this line will exceed its budget this year. Anticipated overage: \$1,500.
- Election Legal Notices (100-51-51440-325):
 - This item was slightly underbudgeted. Anticipated overage: \$300.
- Election Meals (100-51-51440-390):
 - Similarly, this item was underbudgeted. Anticipated overage: \$500.
- Financial Administration (100-51-51500-390):
 - Underbudgeted due to unforeseen investment fees.
 - Anticipated overage: \$3,000+.
 - Monitoring closely to prevent excessive increases.
- General Government HRA Reimbursement (100-51-51850-133):
 - Underbudgeted due to miscalculation. Adjusted estimate: \$6,750.
 - Expectation of exceeding budget, common for some of our HRA line items to be over budget other HRA lines should make up for any overage.
- Crime Prevention Donation (100-52-52100-391):
 - Despite exceeding the budgeted amount of \$500, corresponding revenue will also surpass expectations.

Water & Sewer Budget Update:

- Negative YTD figures rectified in April, ensuring accuracy in the next quarterly update.
- Maint. Pump Stat'n-Prof. Serv. (600-07-83200-202):
 - This is do to the Lift station relay issue we were having this year.
- Maint. Treatment Eq-Materials (600-07-83300-400):
 - Budget overrun due to unanticipated purchase of UV Disinfection lights. While this expense was significant, not all predicted expenses are likely to recur at the same level. Anticipated adjustment based on prior years' expenses."

Account No	Title	YTD	Budget	% Budget
100-51-51000-310	GEN GOVT OFFICE SUPPLY(E)	\$ 3,390.37	\$ 9,000.00	38%
100-51-51000-312	GENERAL GOVT COMPUTER SUPPLIES(E)	\$ 1,681.94	\$ 6,000.00	28%
100-51-51000-320	GENERAL GOVT DUES/SUBSCRIPT'S(E)	\$ 131.66	\$ 2,000.00	7%
100-51-51000-325	GEN GOVT LEGAL,ADS,PUBLICAT'N(E)	\$ 994.50	\$ 1,300.00	77%
100-51-51100-110	VILLAGE BOARD PAYROLL(E)	\$ 6,318.00	\$ 19,370.00	33%
100-51-51100-120	VILLAGE BOARD FICA(E)	\$ 483.28	\$ 1,481.80	33%
100-51-51100-310	VILLAGE BOARD - SUPPLIES(E)	\$ 312.67	\$ 1,500.00	21%
100-51-51100-330	VILLAGE BOARD SEMINAR/TRAVEL(E)	\$ -	\$ 250.00	0%
100-51-51200-110	JUDGE - PAYROLL(E)	\$ 2,893.36	\$ 8,680.00	33%
100-51-51200-120	JUDGE - FICA(E)	\$ 221.36	\$ 664.02	33%
100-51-51200-202	JUDGE-PROF SERVICE(E)	\$ -	\$ 250.00	0%
100-51-51200-204	JUDGE - MAINT CONTRACTS(E)	\$ -	\$ 400.00	0%
100-51-51200-220	MUNICIPAL JUDGE - UTILITIES(E)	\$ 235.99	\$ 1,000.00	24%
100-51-51200-310	JUDGE - OFFICE SUPPLIES(E)	\$ 676.45	\$ 1,000.00	68%
100-51-51200-312	MUNICIPAL JUDGE-COMPUTER SPPLY(E)	\$ 1,200.00	\$ 2,000.00	60%
100-51-51200-320	JUDGE - DUES/SUBSCRIPTIONS(E)	\$ -	\$ 300.00	0%
100-51-51200-330	JUDGE - TRAVEL/SEMINARS(E)	\$ 900.00	\$ 1,200.00	75%
100-51-51200-390	MUNICIPAL JUDGE - OTHER(E)	\$ -	\$ 500.00	0%
100-51-51200-395	MUNICIPAL JUDGE - HEALTH(E)	\$ -	\$ 100.00	0%
100-51-51201-110	MUN JUDGE ASSISTANT - PAYROLL(E)	\$ 7,462.11	\$ 22,932.00	33%
100-51-51201-120	MUN JUDGE ASSIST - FICA(E)	\$ 563.90	\$ 1,754.30	32%
100-51-51201-170	MUN JUDGE ASSIST - RETIREMENT(E)	\$ -	\$ 1,582.31	0%
100-51-51201-320	MUN JUDGE ASSTt-DUES/SUBCRIPTN(E)	\$ 45.00	\$ 100.00	45%
100-51-51201-330	MUN JUDGE ASST-SEMINARS/EDU(E)	\$ -	\$ 600.00	0%
100-51-51202-340	MUNICIPAL COURT CUSTODIAN-MISC(E)	\$ -	\$ 750.00	0%
100-51-51300-204	ATTORNEY - OTHER FEES(E)	\$ 2,740.00	\$ 20,000.00	14%
100-51-51410-110	ADMINISTRATOR - PAYROLL(E)	\$ 15,769.20	\$ 45,000.00	35%
100-51-51410-111	ADMINISTRATOR-LONGEVITY PAY(E)	\$ -	\$ 935.00	0%
100-51-51410-120	ADMINISTRATOR - FICA(E)	\$ 1,284.30	\$ 3,743.53	34%
100-51-51410-135	HEALTH INSURANCE WAIVER PAYMEN(E)	\$ 999.92	\$ 3,000.00	33%
100-51-51410-170	ADMINISTRATOR - RETIREMENT(E)	\$ 1,088.09	\$ 3,376.52	32%
100-51-51410-320	ADMINISTRATOR-DUES/SUBSCRIPT'N(E)	\$ 75.00	\$ 1,000.00	8%

Account No	Title	YTD	Budget	% Budget
100-51-51410-330	ADMINISTRATOR-TRAVEL/SEMINAR(E)	\$ (138.36)	\$ 1,723.00	-8%
100-51-51420-110	CLERK-TREAS. - PAYROLL(E)	\$ 14,423.07	\$ 42,000.00	34%
100-51-51420-111	CLERK/TREAS. - LONGEVITY PAY(E)	\$ -	\$ 1,008.00	0%
100-51-51420-120	CLERK-TREAS. - FICA(E)	\$ 1,080.11	\$ 3,290.00	33%
100-51-51420-170	CLERK-TREAS. - RETIREMENT(E)	\$ 995.18	\$ 2,968.00	34%
100-51-51420-320	CLERK-TREAS.-DUES/SUBSCRIPT'N(E)	\$ -	\$ 125.00	0%
100-51-51420-330	CLERK-TREAS.-TRAVEL/SEMINARS(E)	\$ 114.84	\$ 1,500.00	8%
100-51-51430-110	OFFICE STAFF - PAYROLL(E)	\$ 22,720.55	\$ 66,933.00	34%
100-51-51430-111	OFFICE STAFF- LONGEVITY PAY(E)	\$ 347.10	\$ 669.00	52%
100-51-51430-120	OFFICE STAFF - FICA(E)	\$ 1,858.53	\$ 5,516.00	34%
100-51-51430-135	HEALTH INSURANCE WAIVER PAYMEN(E)	\$ 1,400.00	\$ 4,500.00	31%
100-51-51430-170	OFFICE STAFF - RETIREMENT(E)	\$ 1,591.71	\$ 4,975.04	32%
100-51-51430-320	OFFICE STAFF-DUES/SUBSCRIPT'N(E)	\$ (125.00)	\$ 250.00	-50%
100-51-51430-330	OFFICE STAFF-TRAVEL,SEMINARS(E)	\$ (45.00)	\$ 2,500.00	-2%
100-51-51440-110	ELECTIONS - PAYROLL(E)	\$ 1,895.25	\$ 4,200.00	45%
100-51-51440-310	ELECTIONS - OFFICE SUPPLIES(E)	\$ 573.64	\$ 3,000.00	19%
100-51-51440-325	ELECTIONS - LEGALS, PUBLICATIO(E)	\$ 260.09	\$ 250.00	104%
100-51-51440-390	ELECTIONS - OTHER, MEALS(E)	\$ 415.07	\$ 500.00	83%
100-51-51440-415	ELECTIONS - OUTAGAMIE CO(E)	\$ -	\$ 2,000.00	0%
100-51-51450-204	OFFICE EQUIP-MAINTENANCE(E)	\$ 3,797.22	\$ 15,000.00	25%
100-51-51500-390	FINANCIAL ADMINISTRATION(E)	\$ 6,797.16	\$ 3,500.00	194%
100-51-51510-213	ACCOUNTING/AUDIT - AUDITOR(E)	\$ 3,916.00	\$ 9,000.00	44%
100-51-51530-110	BOARD OF REVIEW - PAYROLL(E)	\$ -	\$ 75.00	0%
100-51-51530-120	BOARD OF REVIEW - FICA/FED(E)	\$ -	\$ 6.00	0%
100-51-51530-214	PROPERTY ASSESSMENT-ASSESSOR(E)	\$ 1,775.00	\$ 7,200.00	25%
100-51-51530-330	BOARD OF REVIEW - TRAINING(E)	\$ -	\$ 45.00	0%
100-51-51530-399	MANUFACTURING ASSESSMENT(E)	\$ -	\$ 1,015.00	0%
100-51-51605-110	MUN BUILDING- PAYROLL(E)	\$ 8,864.10	\$ 27,965.00	32%
100-51-51605-111	MUN BUILDING- LONGEVITY PAY(E)	\$ -	\$ 192.00	0%
100-51-51605-120	MUN BUILDING- FICA(E)	\$ 734.51	\$ 1,707.00	43%
100-51-51605-170	MUN BLDG-RETIREMENT(E)	\$ 354.89	\$ 1,540.40	23%
100-51-51605-202	MUN BLDG - PROF SERVICES(E)	\$ 834.15	\$ 1,250.00	67%

Account No	Title	YTD	Budget	% Budget
100-51-51605-204	MUN BLDG - MAINT CONTRACTS(E)	\$ 107.97	\$ 1,500.00	7%
100-51-51605-220	MUN SER CTR - UTILITIES(E)	\$ 2,908.14	\$ 9,500.00	31%
100-51-51605-340	MUN BLDG- MAINT SUPPLIES(E)	\$ 401.63	\$ 2,500.00	16%
100-51-51605-390	MUN BLDG OTHER(E)	\$ 56.49	\$ 2,500.00	2%
100-51-51605-400	MUN BLDG - MATERIALS(E)	\$ 821.50	\$ 3,500.00	23%
100-51-51850-132	GENERAL GOVT. - HEALTH INS.(E)	\$ 2,728.54	\$ 10,800.00	25%
100-51-51850-133	Genrl Govt-HRA REIMBURSEMENT(E)	\$ 3,439.94	\$ 4,050.00	85%
100-51-51850-134	GENERAL GOVT.-DENTAL INS(E)	\$ 153.78	\$ 616.00	25%
100-51-51850-136	GENERAL GOVT.-LIFE/DISAB. INS(E)	\$ 397.59	\$ 1,006.00	40%
100-51-51850-140	EMPLOYEE BENEFIT-CLOTH'G ALLOW(E)	\$ 263.73	\$ 950.00	28%
100-51-51850-395	GEN'L GOVT -HEALTH/EAP/OTHER(E)	\$ 281.96	\$ 1,000.00	28%
100-51-51930-399	PROPERTY & LIABILITY INSURANCE(E)	\$ 34,388.66	\$ 43,000.00	80%
100-52-52100-110	POLICE CHIEF - PAYROLL(E)	\$ 27,375.65	\$ 79,592.00	34%
100-52-52100-111	POLICE - CHIEF LONGEVITY PAY(E)	\$ -	\$ 1,785.00	0%
100-52-52100-120	POLICE - CHIEF FICA(E)	\$ 2,054.77	\$ 6,225.00	33%
100-52-52100-140	POLICE - CLOTHING ALLOWANCE(E)	\$ 1,891.16	\$ 4,100.00	46%
100-52-52100-160	POLICE - EDUCATION(E)	\$ -	\$ 2,000.00	0%
100-52-52100-170	POLICE - CHIEF WRS RETIREMENT(E)	\$ 3,920.21	\$ 11,556.00	34%
100-52-52100-220	POLICE - UTILITIES(E)	\$ 3,772.91	\$ 16,500.00	23%
100-52-52100-310	POLICE - OFFICE SUPPLIES(E)	\$ 745.37	\$ 3,000.00	25%
100-52-52100-312	GENERAL POLICE COMPUTER SUPP(E)	\$ 3,825.20	\$ 7,000.00	55%
100-52-52100-320	POLICE - DUES/INVESTIGATION FE(E)	\$ -	\$ 150.00	0%
100-52-52100-330	POLICE-TRAVEL, MEALS, COSTS(E)	\$ -	\$ 500.00	0%
100-52-52100-362	POLICE-VEHICLE REPAIRS/MAINT.(E)	\$ 253.80	\$ 4,000.00	6%
100-52-52100-363	POLICE - VEHICLE FUEL(E)	\$ 2,503.04	\$ 12,000.00	21%
100-52-52100-390	POLICE - OTHER SUPPLIES/EXPENS(E)	\$ 5,533.21	\$ 16,000.00	35%
100-52-52100-391	CRIME PREV DONATIONS EXPENSED(E)	\$ 2,937.97	\$ 500.00	588%
100-52-52100-395	POLICE - HEALTH SUPPLIES(E)	\$ 196.00	\$ 750.00	26%
100-52-52101-110	POLICE CLERK - PAYROLL(E)	\$ 15,163.81	\$ 46,136.00	33%
100-52-52101-111	POLICE CLERK-LONGEVITY PAY(E)	\$ -	\$ 461.00	0%
100-52-52101-120	POLICE CLERK - FICA(E)	\$ 1,074.49	\$ 3,564.67	30%
100-52-52101-170	POLICE CLERK - RETIREMENT(E)	\$ 1,046.28	\$ 3,215.19	33%

Account No	Title	YTD	Budget	% Budget
100-52-52102-110	POLICE - SALARY FT OFFICERS(E)	\$ 142,175.57	\$ 405,831.00	35%
100-52-52102-111	POLICE - FT LONGEVITY PAY(E)	\$ 4,718.98	\$ 7,617.00	62%
100-52-52102-120	POLICE - FT FICA(E)	\$ 11,180.31	\$ 31,858.27	35%
100-52-52102-135	POLICE - FT HEALTH WAIVER(E)	\$ 1,625.00	\$ 3,000.00	54%
100-52-52102-170	POLICE - FT WRS RETIREMENT(E)	\$ 20,754.34	\$ 59,135.62	35%
100-52-52103-110	POLICE - PT PAYROLL(E)	\$ 327.24	\$ 1,000.00	33%
100-52-52103-111	LONGEVITY PAY(E)	\$ -	\$ 60.00	0%
100-52-52103-120	POLICE - PT FICA(E)	\$ 25.02	\$ 81.09	31%
100-52-52103-170	POLICE - PT WRS RETIREMENT(E)	\$ -	\$ 150.52	0%
100-52-52105-204	PD BLDG - MAINT CONTRACTS(E)	\$ -	\$ 250.00	0%
100-52-52105-340	PD BLDG - SUPPLIES(E)	\$ -	\$ 450.00	0%
100-52-52105-390	PD BLDG - OTHER EXPENSES(E)	\$ 87.68	\$ 300.00	29%
100-52-52105-400	PD BLDG - MATERIALS(E)	\$ -	\$ 250.00	0%
100-52-52110-110	CROSSING GUARD - PAYROLL(E)	\$ 4,335.00	\$ 10,700.00	41%
100-52-52110-120	CROSSING GUARD - FICA(E)	\$ 331.67	\$ 819.00	40%
100-52-52110-140	CROSSING GUARD-CLOTHING ALLOW(E)	\$ 34.99	\$ 250.00	14%
100-52-52110-390	CROSSING GUARD, MISC. EXPENSE(E)	\$ -	\$ 250.00	0%
100-52-52220-213	FIRE DISTRICT - AUDIT(E)	\$ 570.00	\$ 650.00	88%
100-52-52220-390	FIRE DEPT - OTHER(E)	\$ 47,724.48	\$ 47,234.32	101%
100-52-52220-397	FIRE DISTRICT - STATE INS REV(E)	\$ -	\$ 12,773.00	0%
100-52-52220-399	FIRE DISTRICT BUDGET(E)	\$ 48,877.50	\$ 97,755.30	50%
100-52-52240-399	FIRE PROTECTION(HYDRANT RENTAL(E)	\$ 42,138.50	\$ 168,554.00	25%
100-52-52300-202	GOLD CROSS AMBULANCE SUBSIDY(E)	\$ 11,010.00	\$ 44,040.00	25%
100-52-52400-110	BUILDING INSPECTION, PAYROLL(E)	\$ 3,919.88	\$ 15,000.00	26%
100-52-52400-111	BUILDING INSP - LONGEVITY PAY(E)	\$ -	\$ 700.00	0%
100-52-52400-120	BUILDING INSPECTOR, FICA(E)	\$ 299.88	\$ 1,201.05	25%
100-52-52400-215	BUILDING INSPECT'N-FEES PAID(E)	\$ 981.00	\$ 4,000.00	25%
100-52-52400-310	BUILDING INSPECTION-SUPPLIES(E)	\$ -	\$ 500.00	0%
100-52-52400-330	BLDG INSPECTOR-TRAV/SEMINAR(E)	\$ -	\$ 100.00	0%
100-52-52500-220	CIVIL DEFENSE SIREN-UTILITIES(E)	\$ 102.93	\$ 1,400.00	7%
100-52-52850-132	PUBLIC SAFETY - HEALTH INS.(E)	\$ 17,481.82	\$ 70,000.00	25%
100-52-52850-133	PUB SAFETY-HRA REIMBURSEMENT(E)	\$ (41.89)	\$ 22,500.00	0%

Account No	Title	YTD	Budget	% Budget
100-52-52850-134	PUBLIC SAFETY- DENTAL INS.(E)	\$ 1,025.19	\$ 4,101.00	25%
100-52-52850-136	PUBLIC SAFETY-LIFE/DISAB. INS.(E)	\$ 863.55	\$ 2,101.00	41%
100-53-53100-110	PW DIRECTOR - PAYROLL(E)	\$ 14,787.50	\$ 43,060.00	34%
100-53-53100-120	PW DIRECTOR - FICA(E)	\$ 1,211.23	\$ 3,523.59	34%
100-53-53100-135	HEALTH INSURANCE WAIVER PAYMEN(E)	\$ 1,000.00	\$ 3,000.00	33%
100-53-53100-140	PW DIRECTOR - CLOTHING ALLOWAN(E)	\$ -	\$ 300.00	0%
100-53-53100-170	PW DIRECTOR - WRS RETIREMENT(E)	\$ 1,020.33	\$ 3,178.14	32%
100-53-53100-201	PUB WORKS - ENGINEERING, GEN'L(E)	\$ -	\$ 3,000.00	0%
100-53-53100-320	PW DIRECTOR - DUES/SUBSCRIPTIO(E)	\$ -	\$ 500.00	0%
100-53-53100-330	PW DIRECTOR - TRAVEL/SEMINARS(E)	\$ (1,475.77)	\$ 1,000.00	-148%
100-53-53110-410	MACH./EQUIP. MAINT-REPAIR/SUPL(E)	\$ 257.90	\$ 15,000.00	2%
100-53-53110-411	MACH./EQUIP. MAINT-GAS/FUEL(E)	\$ 1,306.26	\$ 6,000.00	22%
100-53-53130-410	MOWER REPAIR - PARTS, ETC(E)	\$ 236.19	\$ 1,500.00	16%
100-53-53130-411	MOWER GAS, FUEL(E)	\$ -	\$ 1,500.00	0%
100-53-53300-110	STREET MAINT - PAYROLL(E)	\$ 42,945.84	\$ 157,735.55	27%
100-53-53300-111	PUB WKS-LONGEVITY PAY(E)	\$ 562.10	\$ 1,249.00	45%
100-53-53300-120	STREET MAINT - FICA(E)	\$ 3,382.73	\$ 12,931.14	26%
100-53-53300-135	HEALTH INSURANCE WAIVER PAYMEN(E)	\$ 1,550.00	\$ 10,050.00	15%
100-53-53300-170	STREET MAINT - RETIREMENT(E)	\$ 2,892.75	\$ 11,663.38	25%
100-53-53300-202	STREET MAINT - PROF SERVICES(E)	\$ 310.77	\$ 5,000.00	6%
100-53-53300-220	STREET MAINT - UTILITIES,PHONE(E)	\$ 819.79	\$ 2,700.00	30%
100-53-53300-230	STREET MAINT - CONTRACTUAL(E)	\$ -	\$ 60,000.00	0%
100-53-53300-312	STREET MAINT - COMPUTER SUPPLY(E)	\$ 564.50	\$ 500.00	113%
100-53-53300-340	STREET MAINT- CLEANING SUPPLY(E)	\$ 117.00	\$ 500.00	23%
100-53-53300-390	STREET MAINT-OTHER EXPENSE(E)	\$ (67.66)	\$ 2,000.00	-3%
100-53-53300-400	STREET MAINT-MATERIALS(E)	\$ 3,146.49	\$ 5,000.00	63%
100-53-53300-410	STREET MAINT - PARTS, SUPPLIES(E)	\$ 1,298.31	\$ 6,000.00	22%
100-53-53300-415	STREET MAINT-COUNTY(E)	\$ 791.80	\$ 5,000.00	16%
100-53-53310-202	SNOW/ICE CONTROL - PROF SERV(E)	\$ -	\$ 500.00	0%
100-53-53310-390	SNOW/ICE CONTROL - OTHER EXP(E)	\$ 351.83	\$ 2,000.00	18%
100-53-53310-400	SNOW/ICE CONTROL-MATERIALS(E)	\$ 111.92	\$ 1,250.00	9%
100-53-53310-415	SNOW/ICE CONTROL - COUNTY(E)	\$ 21,494.95	\$ 40,000.00	54%

Account No	Title	YTD	Budget	% Budget
100-53-53330-202	CURB & GUTTER - CONTRACTUAL(E)	\$ -	\$ 2,500.00	0%
100-53-53410-400	STREET SIGNS - MATERIALS(E)	\$ 486.65	\$ 1,500.00	32%
100-53-53410-415	STREET SIGNS - COUNTY(E)	\$ -	\$ 500.00	0%
100-53-53420-202	STREET LIGHTING - CONTRACTOR(E)	\$ -	\$ 500.00	0%
100-53-53420-220	STREET LIGHTING - UTILITIES(E)	\$ 10,897.57	\$ 40,000.00	27%
100-53-53420-400	STREET LIGHTING - MATERIALS(E)	\$ (175.25)	\$ 500.00	-35%
100-53-53430-202	SIDEWALKS - CONTRACTOR(E)	\$ -	\$ 16,000.00	0%
100-53-53440-202	STORM SEWERS - PROF SERVICES(E)	\$ 111.00	\$ 2,500.00	4%
100-53-53440-230	STORM SEWER - CONTRACTUAL(E)	\$ -	\$ 10,000.00	0%
100-53-53440-400	STORM SEWERS - MATERIALS(E)	\$ -	\$ 1,000.00	0%
100-53-53620-202	REFUSE COLLECTION-CONTRACTOR(E)	\$ 32,790.80	\$ 131,000.00	25%
100-53-53630-202	COMPOSTING/BRUSH - PROF SERV(E)	\$ -	\$ 5,000.00	0%
100-53-53630-390	LANDFILL- FUEL(E)	\$ 174.74	\$ 500.00	35%
100-53-53630-400	LANDFILL/COMPOST/BRUSH-MATER'L(E)	\$ 315.37	\$ 500.00	63%
100-53-53640-400	WEED CONTROL - MATERIALS(E)	\$ -	\$ 250.00	0%
100-53-53850-132	PUBLIC WORKS-HEALTH INS.(E)	\$ 4,814.02	\$ 18,730.00	26%
100-53-53850-133	PUB WORKS-HRA REIMBURSEMENT(E)	\$ 205.60	\$ 5,625.00	4%
100-53-53850-134	PUBLIC WORKS-DENTAL INS.(E)	\$ 276.09	\$ 2,053.00	13%
100-53-53850-136	PUBLIC WORKS-LIFE/DISAB. INS.(E)	\$ 302.18	\$ 800.00	38%
100-53-53850-140	PUB WORKS-CLOTHING ALLOWANCE(E)	\$ 581.09	\$ 2,100.00	28%
100-53-53850-180	PUB. WORKS EMPL. BENEFIT-OTHER(E)	\$ -	\$ 150.00	0%
100-54-54100-399	ANIMAL CONTROL/LICENSES/STRAYS(E)	\$ 2,200.00	\$ 3,100.00	71%
100-54-54910-202	CEMETERY CARE SERVICES(E)	\$ 750.00	\$ 12,500.00	6%
100-54-54910-204	CEMETERY-EQUIP/PROG MAINT FEE(E)	\$ 790.00	\$ 800.00	99%
100-54-54910-220	CEMETERY - UTILITIES(E)	\$ 58.50	\$ 300.00	20%
100-54-54910-400	CEMETERY - MATERIALS(E)	\$ -	\$ 1,000.00	0%
100-55-55130-202	OPERA HOUSE -PROFESS'L SERV.(E)	\$ 317.28	\$ 1,200.00	26%
100-55-55150-110	LIBRARY MAINTENANCE - PAYROLL(E)	\$ 1,804.97	\$ 14,295.00	13%
100-55-55150-111	LIBRARY MAINTENENCE- LONGEVITY(E)	\$ -	\$ 48.00	0%
100-55-55150-120	LIBRARY MAINT - FICA(E)	\$ 174.61	\$ 818.00	21%
100-55-55150-170	LIBRARY MAINT - RETIREMENT(E)	\$ 79.02	\$ 740.00	11%
100-55-55150-202	LIBRARY BLDG MAINT-PROF SERV(E)	\$ 263.34	\$ 530.00	50%

Account No	Title	YTD	Budget	% Budget
100-55-55150-340	LIB BLDG MAINT - SUPPLIES(E)	\$ 439.46	\$ 500.00	88%
100-55-55150-390	LIB BLDG MAINT - OTHER(E)	\$ 87.68	\$ 500.00	18%
100-55-55200-363	PARKS - VEHICLE FUEL(E)	\$ -	\$ 250.00	0%
100-55-55200-390	PARKS - OTHER SUPPLIES/EXPENSE(E)	\$ 87.68	\$ 6,500.00	1%
100-55-55200-400	PARKS - MATERIALS(E)	\$ 104.48	\$ 4,750.00	2%
100-55-55210-202	OTTO MILLER PARK-PROF. SERV.(E)	\$ 430.35	\$ 22,500.00	2%
100-55-55210-220	OTTO MILLER PARK - UTILITIES(E)	\$ 487.72	\$ 4,000.00	12%
100-55-55220-202	MILLER PARK-PROF. SERVICES(E)	\$ -	\$ 3,500.00	0%
100-55-55220-220	MILLER PARK - UTILITIES(E)	\$ -	\$ 1,500.00	0%
100-55-55220-340	MILLER PARK - MAINT SUPPLY(E)	\$ 29.25	\$ 750.00	4%
100-55-55220-390	MILLER PARK - OTHER(E)	\$ 404.86	\$ 750.00	54%
100-55-55220-400	MILLER PARK - MATERIALS(E)	\$ 750.00	\$ 750.00	100%
100-55-55230-202	ALONZO PARK - PROF SERVICES(E)	\$ -	\$ 5,000.00	0%
100-55-55230-220	ALONZO PARK - UTILITIES(E)	\$ 205.20	\$ 900.00	23%
100-55-55230-340	ALONZO PARK - MAINT MATERIALS(E)	\$ 58.50	\$ 1,500.00	4%
100-55-55230-390	ALONZO PARK-OTHER SUPPLY/EXP(E)	\$ 240.00	\$ 500.00	48%
100-55-55230-400	ALONZO PARK - MATERIALS(E)	\$ -	\$ 1,000.00	0%
100-55-55260-220	VETERANS MEMORIAL PK-UTILITIES(E)	\$ 71.23	\$ 300.00	24%
100-55-55260-400	VETERANS MEMOR'L PARK-MATERIAL(E)	\$ 150.00	\$ 500.00	30%
100-55-55265-220	MEMORIAL SQUARE - UTILITIES(E)	\$ 100.32	\$ 500.00	20%
100-55-55265-340	MEMORIAL SQUARE - MAINT MAT'LS(E)	\$ -	\$ 250.00	0%
100-55-55265-390	MEMORIAL SQUARE - SUPPLY/EXP(E)	\$ -	\$ 250.00	0%
100-55-55265-400	MEMORIAL SQUARE - MATERIALS(E)	\$ -	\$ 1,000.00	0%
100-55-55290-400	BLACK OTTER BOAT LANDING-MATL(E)	\$ 860.00	\$ 3,000.00	29%
100-55-55300-110	RECREATION DEPT - PAYROLL(E)	\$ -	\$ 24,000.00	0%
100-55-55300-120	RECREATION DEPT - FICA(E)	\$ -	\$ 1,836.00	0%
100-55-55300-390	RECREATION DEPT-SUPPLY/EXPENSE(E)	\$ 2,480.92	\$ 8,000.00	31%
100-55-55340-390	EVENTS - OTHER SUPPLY/EXP(E)	\$ -	\$ 250.00	0%
100-55-55340-398	SENIOR ACTIVITIES(E)	\$ 23.97	\$ 1,200.00	2%
100-55-55340-399	HALLOWEEN SUPPLIES(E)	\$ -	\$ 1,500.00	0%
100-55-55340-400	EVENTS - MATERIALS(E)	\$ -	\$ 500.00	0%
100-55-55350-390	STAFF EVENTS/WELLNESS MTGS(E)	\$ 80.18	\$ 1,000.00	8%

Account No	Title	YTD	Budget	% Budget
100-55-55350-400	CHRISTMAS DECORAT'N-MATERIALS(E)	\$ -	\$ 1,000.00	0%
100-55-55420-202	BLACK OTTER LAKE DAM-PROF SERV(E)	\$ -	\$ 4,000.00	0%
100-55-55420-340	BLACK OTTER LAKE DAM-MAINT SPL(E)	\$ -	\$ 250.00	0%
100-55-55420-400	BLACK OTTER LAKE DAM-MATERIALS(E)	\$ -	\$ 250.00	0%
100-56-56650-400	FACADE RESTORATN FUND EXPENSE(E)	\$ 14,920.00	\$ 15,000.00	99%
100-56-56660-202	COMPREHENSIVE PLAN-PROF SERV(E)	\$ 5,905.00	\$ 22,000.00	27%
100-56-56670-202	PLANNING/MAPPING - PROF SERV(E)	\$ 6,908.75	\$ 20,500.00	34%
100-56-56710-202	Commtty Prom-Prof Serv(E)	\$ 1,770.00	\$ 3,440.00	51%
100-56-56710-310	COMMUNITY PROMOT'N-OFFICE SUPL(E)	\$ 3,412.86	\$ 10,000.00	34%
100-56-56710-312	WEBSIT DEVELOPMENT & MAINT(E)	\$ -	\$ 700.00	0%
100-56-56710-320	COMMUNITY PROMOT'N-DUES/SUBSCR(E)	\$ 2,350.00	\$ 2,600.00	90%
100-56-56710-390	COMMUNITY PROMOT'N-MISC SUP/EX(E)	\$ -	\$ 300.00	0%
100-56-56730-220	CONTRACTURAL(E)	\$ -	\$ 750.00	0%
100-59-59650-399	CONTINGENCY FUND(E)	\$ -	\$ 18,512.00	0%
	TOTAL	\$ 800,892.10	\$ 2,573,958.75	31%

Account No	Title	YTD	Budget	% Budget
600-06-40300-399	DEPRECIATION EXPENSE (W)(E)	-	125,332.00	0%
600-06-40810-000	IN LIEU OF TAXES (W)(E)	-	32,708.00	0%
600-06-40820-399	PSC REMAINDER ASSESSMENT (W)(E)	-	300.00	0%
600-06-60000-110	SALARIES & WAGES - PAYROLL(E)	10,739.09	35,171.00	31%
600-06-60000-111	LONGEVITY PAY(E)	-	816.00	0%
600-06-60000-120	SALARIES & WAGES - FICA(E)	1,078.84	2,753.01	39%
600-06-60000-135	HEALTH INSURANCE WAIVER PAYMEN(E)	1,368.78	5,475.00	25%
600-06-60000-170	SALARIES/WAGES-RETIREMENT(E)	874.75	2,860.88	31%
600-06-60510-110	WELLS,MAINT/OPERATE - PAYROLL(E)	2,858.57	10,000.00	29%
600-06-60510-120	WELLS,MAINT./OPERATE - FICA(E)	278.92	765.00	36%
600-06-60510-170	WELLS,MAINT/OPERATE-RETIREMENT(E)	163.64	690.00	24%
600-06-62040-110	OTHER WATER SYS MAINT-PAYROLL(E)	34.23	5,000.00	1%
600-06-62040-120	OTHER WATER SYS MAINT-FICA(E)	7.76	382.50	2%
600-06-62040-170	OTHER WATER SYS MAINT-RETIREMT(E)	0.96	345.00	0%
600-06-62200-220	FUEL/POWER, PUMPING-UTILITIES(E)	5,805.22	25,000.00	23%
600-06-63060-110	GEN'L WATER DUTIES(E)	218.91	20,286.00	1%
600-06-63060-120	GEN'L WATER DUTIES-FICA(E)	63.44	1,551.88	4%
600-06-63060-170	GEN'L WATER DUTIES RET(E)	50.12	1,399.73	4%
600-06-63120-399	CHEMICALS - AQUA MAG(E)	687.14	4,500.00	15%
600-06-63130-399	CHEMICALS - CHLORINE(E)	380.25	3,000.00	13%
600-06-63140-399	CHEMICALS - CAUSTIC SODA(E)	708.80	6,800.00	10%
600-06-64100-205	PLANT SUPPLIES - TESTING(E)	301.85	2,000.00	15%
600-06-64100-340	PLANT SUPPLIES - MAINT SUPPLY(E)	738.60	1,000.00	74%
600-06-64100-390	PLANT SUPPLIES - OTHER(E)	(5.45)	1,500.00	0%
600-06-64100-395	PLANT SUPPLIES - HEALTH EXP(E)	-	250.00	0%
600-06-64100-400	PLANT SUPPLIES - MATERIALS(E)	738.72	2,500.00	30%
600-06-65000-202	REPAIR, WATER PLANT-PROF SERV(E)	277.00	5,000.00	6%
600-06-65000-400	REPAIR, WATER PLANT-MATERIALS(E)	145.50	2,000.00	7%
600-06-65050-202	MAINT - DISTRIBUT'N, PROF SERV(E)	14,662.23	50,000.00	29%
600-06-65050-400	MAINT DISTRIBUTION - MATERIALS(E)	250.00	5,000.00	5%
600-06-65050-415	MAINT DISTRIBUTION - COUNTY(E)	-	1,500.00	0%
600-06-65120-110	MAINS,DISTRIB/MAINT-PAYROLL(E)	2,113.91	16,000.00	13%

Account No	Title	YTD	Budget	% Budget
600-06-65120-120	MAINS,DISTRIB/MAINT-FICA(E)	180.58	1,224.00	15%
600-06-65120-170	MAINS,DISTRIB/MAINT-RETIREMENT(E)	159.60	1,104.00	14%
600-06-65200-202	MAINT OF SERVICES - PROF SERV(E)	616.42	9,800.00	6%
600-06-65200-400	MAINT OF SERVICES - MATERIALS(E)	-	1,000.00	0%
600-06-65330-110	METERS,MAINT. - PAYROLL(E)	-	3,000.00	0%
600-06-65330-120	METERS,MAINT. - FICA(E)	-	229.50	0%
600-06-65330-170	METERS,MAINT. - RETIREMENT(E)	-	207.00	0%
600-06-90120-110	METER READING - PAYROLL(E)	-	2,000.00	0%
600-06-90120-120	METER READING - FICA(E)	-	153.00	0%
600-06-90120-170	METER READING - RETIREMENT(E)	4.84	138.00	4%
600-06-90210-110	BILLING/BOOKKEEPER - PAYROLL(E)	8,225.41	35,640.00	23%
600-06-90210-111	BILLING/BOOKKPR-LONGEVITY PAY(E)	963.33	1,063.00	91%
600-06-90210-120	BILLING/BOOKKEEPER - FICA(E)	805.49	2,853.68	28%
600-06-90210-135	BILLING/BOOKKEEPER-HTH WAIVER(E)	150.00	600.00	25%
600-06-90210-170	BILLING/BOOKKEEPER-RETIREMENT(E)	731.82	2,573.91	28%
600-06-90400-399	UNCOLLECTIBLE ACCOUNTS(E)	-	500.00	0%
600-06-92000-110	ADMIN. SALARIES - PAYROLL(E)	13,675.25	59,848.00	23%
600-06-92000-111	ADMIN SALARIES-LONGEVITY PAY(E)	-	693.00	0%
600-06-92000-120	ADMIN. SALARIES - FICA(E)	1,275.32	4,837.94	26%
600-06-92000-135	ADMIN SALARIES- HTH INS WAIVER(E)	675.00	2,700.00	25%
600-06-92000-170	ADMIN. SALARIES - RETIREMENT(E)	998.35	4,363.63	23%
600-06-92100-220	OFFICE SUPPLIES - PHONE, PAGER(E)	457.65	2,300.00	20%
600-06-92100-310	OFFICE SUPPLIES-OFFICE SUPPLY(E)	1,864.78	4,500.00	41%
600-06-92100-312	OFFICE SUPPLIES-COMP'TR SUPPLY(E)	2,694.28	6,000.00	45%
600-06-92100-320	OFFICE SUPPLIES-DUES/SUBSCRIP(E)	240.00	500.00	48%
600-06-92300-201	GENERAL ENGINEERING/GIS(E)	4,895.00	10,000.00	49%
600-06-92300-202	Professional Services Water(E)	-	1,200.00	0%
600-06-92300-213	AUDITING SERVICES EMPLOYED(E)	2,540.00	5,000.00	51%
600-06-92310-204	ATTORNEY - OTHER SERVICES(E)	556.00	4,250.00	13%
600-06-92400-399	INSURANCE EXPENSE-PROP., LIAB.(E)	10,382.28	12,500.00	83%
600-06-92600-132	WATER EMPL. BENEFIT-HEALTH INS(E)	1,983.62	12,148.00	16%
600-06-92600-133	WATER-HRA REIMBURSEMENT(E)	1,509.44	4,163.00	36%

Account No	Title	YTD	Budget	% Budget
600-06-92600-134	WATER EMPL. BENEFIT-DENTAL INS(E)	115.46	800.00	14%
600-06-92600-136	WATER EMPL. BEN.-LIFE/DISAB.(E)	448.47	1,272.00	35%
600-06-92600-140	WATER EMPLOYEE-CLOTH. ALLOWNCE(E)	296.23	1,500.00	20%
600-06-92600-395	EMPL BEN-SHOTS/TESTS/EAP/ETC(E)	-	50.00	0%
600-06-92610-110	EDUCATION - PAYROLL(E)	568.91	3,000.00	19%
600-06-92610-120	EDUCATION - FICA(E)	43.73	229.50	19%
600-06-92610-170	EDUCATION - RETIREMENT(E)	39.26	207.00	19%
600-06-92610-330	EDUCATION - TRAVEL/SEMINARS(E)	406.79	1,000.00	41%
600-06-92610-390	EDUCATION - OTHER EXPENSES(E)	75.90	500.00	15%
600-06-93300-110	TRANSPORTATION - PAYROLL(E)	-	500.00	0%
600-06-93300-120	TRANSPORTATION - FICA(E)	-	38.25	0%
600-06-93300-170	TRANSPORTATION - RETIREMENT(E)	-	34.50	0%
600-06-93300-362	TRANSPORTATION - REPAIR PARTS(E)	261.15	1,500.00	17%
600-06-93300-363	TRANSPORTATION-FUEL, SUPPLIES(E)	95.77	2,000.00	5%
600-07-40300-399	DEPRECIATION EXPENSE(E)	-	397,104.00	0%
600-07-42700-661	CLEAN WATER FUND INTEREST(E)	-	41,794.43	0%
600-07-42700-663	INT-'18 PINE ST/SCREW PUMP(E)	250.83	1,813.10	14%
600-07-82000-110	SUPERV. & LABOR - PAYROLL(E)	8,654.32	35,171.00	25%
600-07-82000-111	LONGEVITY PAY(E)	-	816.00	0%
600-07-82000-120	SUPERV. & LABOR - FICA(E)	931.50	3,171.84	29%
600-07-82000-135	HEALTH INSURANCE WAIVER PAYMEN(E)	1,368.72	5,475.00	25%
600-07-82000-170	SUPERV. & LABOR - RETIREMENT(E)	734.88	2,860.88	26%
600-07-82100-220	POWER/FUEL, PUMPING-UTILITIES(E)	14,019.42	80,000.00	18%
600-07-82300-399	CHLORINE(E)	-	500.00	0%
600-07-82400-399	PHOS REMOVAL-FERRIC CHLORIDE(E)	11,778.06	25,000.00	47%
600-07-82500-399	POLYMERS(E)	-	8,800.00	0%
600-07-82700-205	OPERATING SUPPLIES-TEST'G SUPP(E)	3,815.00	12,000.00	32%
600-07-82700-220	OPERATING SUPPLIES-UTILITIES(E)	3,699.03	35,000.00	11%
600-07-82700-340	OPERATING SUPPLIES-BLDG SUPPLY(E)	105.20	500.00	21%
600-07-82700-390	OPERATING SUPPLIES-OTHER EXP(E)	333.68	1,000.00	33%
600-07-82700-395	OPERATING SUPPLIES-HEALTH SUPP(E)	-	250.00	0%
600-07-82700-400	OPERATING SUPPLIES-MATERIALS(E)	464.86	1,000.00	46%

Account No	Title	YTD	Budget	% Budget
600-07-82800-110	TRANSPORTATION - PAYROLL(E)	-	1,000.00	0%
600-07-82800-120	TRANSPORTATION - FICA(E)	-	76.50	0%
600-07-82800-170	TRANSPORTATION - RETIREMENT(E)	-	69.00	0%
600-07-82800-362	TRANSPORTATION-REPAIRS/PARTS(E)	-	1,000.00	0%
600-07-82800-363	TRANSPORTATION-FUEL/SUPPLIES(E)	59.80	1,500.00	4%
600-07-83100-110	MAINT COLLECT.SYS.-PAYROLL(E)	255.37	2,000.00	13%
600-07-83100-120	MAINT COLLECT.SYS.-FICA(E)	20.50	153.00	13%
600-07-83100-170	MAINT COLLECT.SYS.-RETIREMENT(E)	14.28	138.00	10%
600-07-83100-202	MAINT COLLECT.SYS.-PROF. SERV.(E)	111.00	44,000.00	0%
600-07-83100-400	MAINT COLLECT.SYS.-MATERIALS(E)	-	1,000.00	0%
600-07-83200-110	MAINT. PUMP STAT'N-PAYROLL(E)	399.79	2,500.00	16%
600-07-83200-120	MAINT. PUMP STAT'N-FICA(E)	33.49	191.25	18%
600-07-83200-170	MAINT. PUMP STAT'N-RETIREMENT(E)	30.18	172.50	17%
600-07-83200-202	MAINT. PUMP STAT'N-PROF. SERV.(E)	5,112.50	5,000.00	102%
600-07-83200-400	MAINT. PUMP STAT'N-MATERIALS(E)	-	1,000.00	0%
600-07-83300-110	MAINT. TREATMENT EQ-PAYROLL(E)	821.86	2,500.00	33%
600-07-83300-120	MAINT. TREATMENT EQ-FICA(E)	69.90	191.25	37%
600-07-83300-170	MAINT. TREATMENT EQ-RETIREMENT(E)	13.18	172.50	8%
600-07-83300-202	MAINT. TREATMENT EQ-PROF.SERV.(E)	5,254.39	11,000.00	48%
600-07-83300-400	MAINT. TREATMENT EQ-MATERIALS(E)	11,780.44	12,000.00	98%
600-07-83400-110	MAINT. GEN'L PLANT-PAYROLL(E)	8,036.12	53,036.00	15%
600-07-83400-120	MAINT. GEN'L PLANT-FICA(E)	718.39	4,057.25	18%
600-07-83400-170	MAINT. GEN'L PLANT-RETIREMENT(E)	562.32	3,659.48	15%
600-07-83400-202	MAINT. GEN'L PLANT-PROF. SERV.(E)	2,208.37	32,000.00	7%
600-07-83400-390	MAINT. GEN'L PLANT-OTHER EXP(E)	(715.38)	6,000.00	-12%
600-07-83400-400	MAINT. GEN'L PLANT-MATERIALS(E)	4,804.81	9,000.00	53%
600-07-83410-110	MAINTAIN METERS - PAYROLL(E)	-	500.00	0%
600-07-83410-120	MAINTAIN METERS - FICA(E)	-	38.25	0%
600-07-83410-170	MAINTAIN METERS - RETIREMENT(E)	-	34.50	0%
600-07-83410-400	MAINTAIN METERS - MATERIALS(E)	-	250.00	0%
600-07-84000-110	BILLING/ACCT'G - PAYROLL(E)	8,225.44	35,640.00	23%
600-07-84000-111	BILLING/ACCT'G-LONGEVITY PAY(E)	963.32	1,063.00	91%

Account No	Title	YTD	Budget	% Budget
600-07-84000-120	BILLING/ACCT'G - FICA(E)	805.46	2,853.68	28%
600-07-84000-135	HEALTH INSURANCE WAIVER PAYMEN(E)	150.00	600.00	25%
600-07-84000-170	BILLING/ACCT'G - RETIREMENT(E)	731.86	2,573.91	28%
600-07-84200-110	METER READING - PAYROLL(E)	-	1,000.00	0%
600-07-84200-120	METER READING - FICA(E)	-	76.50	0%
600-07-84200-170	METER READING - RETIREMENT(E)	-	5.28	0%
600-07-84200-310	METER READING - OFFICE SUPPLY(E)	-	100.00	0%
600-07-84300-399	UNCOLLECTIBLE ACCOUNTS(E)	-	250.00	0%
600-07-85000-110	ADMIN. SALARIES - PAYROLL(E)	13,675.25	59,848.00	23%
600-07-85000-111	ADMIN SALARIES-LONGEVITY PAY(E)	-	693.00	0%
600-07-85000-120	ADMIN. SALARIES - FICA(E)	1,275.19	4,837.94	26%
600-07-85000-135	HEALTH INSURANCE WAIVER PAYMEN(E)	675.00	2,700.00	25%
600-07-85000-170	ADMIN. SALARIES - RETIREMENT(E)	998.32	4,363.63	23%
600-07-85100-220	OFFICE SUPPLIES - PHONE, PAGER(E)	479.66	2,000.00	24%
600-07-85100-310	OFFICE SUPPLIES-OFFICE SUPPLY(E)	2,009.78	3,000.00	67%
600-07-85100-312	OFFICE SUPPLIES-COMPUTR SUPPLY(E)	2,715.65	5,000.00	54%
600-07-85100-320	OFFICE SUPPLIES-EMP DUES/SUBSC(E)	-	250.00	0%
600-07-85100-330	OFFICE SUPPLIES-TRAVEL(E)	-	100.00	0%
600-07-85200-201	GENERAL ENGINEERING/GIS(E)	3,650.00	10,000.00	37%
600-07-85200-205	OUTSIDE TESTING EMPLOYED(E)	-	1,200.00	0%
600-07-85200-213	AUDITING SERVICES EMPLOYED(E)	1,690.00	4,000.00	42%
600-07-85200-214	BOND DISCLOSURE REPORTING(E)	-	252.00	0%
600-07-85210-204	ATTORNEY - OTHER SERVICES(E)	556.00	4,000.00	14%
600-07-85300-399	INSURANCE EXPENSE-PROP./LIAB.(E)	19,655.66	21,000.00	94%
600-07-85400-132	EMPLOYEE BEN.-HEALTH INS.(E)	1,996.98	12,148.00	16%
600-07-85400-133	SEWER-HRA REIMBURSEMENT(E)	1,509.44	4,163.00	36%
600-07-85400-134	EMPLOYEE BEN.-DENTAL INS.(E)	115.46	800.00	14%
600-07-85400-136	EMPLOYEE BEN.-LIFE/DISAB. INS.(E)	448.47	1,272.00	35%
600-07-85400-140	EMPLOYEE BEN.-CLOTHING ALLOW.(E)	296.23	1,500.00	20%
600-07-85400-395	EMP BEN-SHOTS,TESTS, EAP, ETC.(E)	-	50.00	0%
600-07-85410-110	EDUCATION - PAYROLL(E)	820.93	3,000.00	27%
600-07-85410-120	EDUCATION - FICA(E)	63.08	229.50	27%

Account No	Title	YTD	Budget	% Budget
600-07-85410-170	EDUCATION - RETIREMENT(E)	55.94	207.00	27%
600-07-85410-330	EDUCATION - TRAVEL/SEMINARS(E)	435.46	2,000.00	22%
600-07-85410-390	EDUCATION - OTHER EXPENSES(E)	240.00	2,000.00	12%
600-07-85500-399	REGULATORY COMMISSION EXPENSE(E)	-	250.00	0%
600-07-85600-399	MISCELLANEOUS GENERAL EXPENSE(E)	-	5,500.00	0%
	TOTAL	252,463.30	1,628,629.08	31.06

531 N. Nash St.
P.O. Box 99
Hortonville, WI 54944-0099



Phone: 920-779-6011
Fax: 920-779-6552
www.hortonvillewi.org

ADMINISTRATION

clerktreas@hortonville.wi.gov

MAY 2, 2024

LICENSES

ELECTIONS

- Completed ExpressVote ballot request with Outagamie County for August Partisan Primary

WEBINARS/ZOOM MEETINGS/TRAININGS

- Weekly Department Head Meetings
- Weekly Staff Meetings
- WEC Webinar – Spring Election Wrap-up – May 1
- Attended the Wisconsin Municipal Treasurers Conference – April 25-26

FINANCES

- M,W,F bank deposits
- Balance and reconcile accounts/journal entries/prepare invoices
- Approved payroll, initiated withdrawals
- Prepared EBC/HRA Reimbursement Invoices/other various invoices
- Filed the ARPA Reporting with DOR

PUBLICATIONS

PUBLIC RECORD REQUESTS

OTHER

- Village Board agendas & packets, committee agendas
- Village Board minutes, committee minutes
- Other Committee/Commission meeting agendas & minutes as needed

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5/2/2024 Director of Public Works Report

Meetings attended:

- Staff meetings
- Department head meetings
- Arbor Day/Earth Day Celebration with over 90 third grade students at the Municipal Building 4/22/24
- Comprehensive Plan update meeting with MSA
- North Mill Street project public meeting with MSA on 4/25/24
- Public Works Committee meeting 4/25
- Meeting with Ayers and Associates about downtown concepts
- BOLD meeting 4/23/24

Current and past projects include:

- Failing light changed out on MSC parking lot
- RFP bids for 2024 North Mill Street Reconstruction bids in, award to be issued following board approval
- RFP bids for watershed management planning for Black Otter Lake are in, will be discussed at next BOLD Meeting 5/20.
- Ongoing Alonzo Park upgrades with McMahon and Parkitecture
- Hwy 15 project design meetings with McMahon
- Most of work on fields on Otto Miller Park has been completed by High School field consultant.
- Kayak lift station put in and kayak rental station has been installed 4/27/24.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Steber".

Aaron Steber
Director of Public Works
Office: 920-779-6011
Cell: 920-378-3958



Kristine Brownson
Chief of Police

Hortonville Police Department
531 N Nash Street
Hortonville, WI 54944
Office (920)779-6165
Fax (920)779-6189
kbrownson@hortonvillepd.com



Police Chief Report—April 19,- May 2, 2024

Community Programs

- We collected 235.9 lbs of unwanted drugs from the *Drug Drop Off Box* located in the lobby. The drugs are transported to a state patrol facility where they disposed of properly.

Training and Department Meetings

- Department head meetings
- Attend Highway 15 weekly meetings
- Met with US Cellular concerning department issued phones. They are looking at giving us a price reduction and better coverage. Many agencies are switching over to them.
- Outagamie County DEC (Drug Endangered Children) Protocol Meeting
- Taser recertification for officers
- Zoom meeting with Department of Public Health concerning a vending machine for public safety items to be placed in the lobby.
- Met with Corporate Network Solutions to determine what can be done, concerning equipment and power failures.
- Officer Hauser attended a 2 day ARIDE (Advance Roadside Impairment Driving Enforcement) training

Misc Information



Library Board Report- Memo

The Library Board of Trustees met on 04/23/24

- Allie read a letter from staff regarding staffing levels
 - The demand on services programming is higher than our staffing levels
 - Staff would like exploration into the possibility of an additional part-time position to keep up with the demand
 - Allie will be meeting with Nathan to discuss the 2024 budget and find funding for summer assistance
- The State Park Pass program kicks off May 1st
- Summer brochures have arrived and will get sorted in the next weeks to distribute to local schools
- Budget amendment was passed from reserve to continuing education funds to accommodate all staff at WAPL conference between May 2- 3

Memo provided by Alexandra Krause, Library Director

2024

APRIL

VILLAGE OF HORTONVILLE BUILDING PERMITS

Permit Number	Name	Address	Project	Estimated Proj. Cost	Permit Fee	Type
24-020	Kwik-Trip Inc	261 E Main Street	Car Wash Roof Replacement	63,318.00	50.00	Com
24-021	Kwik-Trip Inc	261 E Main Street	Sign Replacement	40,000.00	40.00	Com
24-022	Wolf River Community Bank	309 E Main St	Sign Replacement	7,386.00	40.00	Com
24-023	Jay Probasco	725 Grandview Rd	Furnace Replacement	4,000.00	50.00	Res
24-024	Patrick & Jennifer Stemo	101 Brookwood Dr	Fence Permit	5,000.00	45.00	Res
24-025	Shayne & Kim Pues	318 Birch Street	14 x 35 Patio	5,200.00	50.00	Res
24-026	Life Point Church	323 W Embarrass	24 x 24 Detached Garage	13,500.00	161.40	Com
24-027	Stan & Pam Dorn	448 N Olk Street	Replace Siding/Window	30,000.00	50.00	Res
24-028	Octad Holdings LLC	302 S Nash	Minor Alterations/ADA Restroom	5,000.00	364.00	Com
24-029	Vandelay Properties	676 Industrial Park Ave	HVAC Installation	30,000.00	1,175.00	Com
24-030	Wayne & Darlene Reimer	213 Cherry Street	Tub to Shower & Mixing Valve	11,471.00	57.00	Res
24-031	Vandelay Properties	676 Industrial Park Ave	Fire Suppression Installation	70,000.00	87.50	Com
TOTALS				284,875.00		

2023			2024		
Permit Types	Number of Permits	Project Cost	Permit Types	Number of Permits	Project Cost
residential total	7	99406	residential total	5	55,671.00
new residential total	2	600000	new residential total		0.00
multi-family total			multi-family total		0.00
comm/ind total	1	4500	comm/ind total	7	229,204.00
municipal, public total			municipal, public total		0.00
Total	10	\$703,906.00	Total	12	\$284,875.00

Prepared by Village office staff