

VILLAGE OF HORTONVILLE
AGENDA OF THE VILLAGE BOARD
JUNE 6, 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. May 16, 2024 Regular Board meeting minutes
 - B. Licenses and Permits

2024-2025 Renewal Liquor Licenses
Combination Class “A” and “Class A” Fermented Malt Beverage and Liquor Licenses

Dolgencorp, LLC Ricky Lamp, Agent	dba Dollar General #20213 315 E Main Street
Gilbert’s Supervalu, Inc. Jeffrey A. Gilbert, Agent	dba Gilbert’s Sentry Foods 323 E. Main St.
Kwik Trip, Inc Joshua Cross, Agent	dba Kwik Trip #740 261 E. Main St.
Prashna, LLC Prabhu Dhungana, Agent	dba Hortonville BP 102 E. Main St.

Combination Class “B” and “Class B” Fermented Malt Beverage and Liquor Licenses

Bob & Geri’s Black Otter Supper Club, LLC, Geri Guyette, Agent	dba Black Otter Supper Club 503 S. Nash St.
Grand View Golf Club, Inc Travis Bauer, Agent	dba Grand View Golf Club 135 John St.
The Hardtails Saloon & Catering, LLC Jodi L. Jurkovac, Agent	dba The Hardtails Saloon 302 W. Main St.
The Wanted Saloon, LLC Susan Vanevenhoven, Agent	dba The Wanted Saloon 224 W Main St.
New Hortonville Lanes, LLC Ryan Burbey, Agent	dba Hortonville Lanes 103 W. Main St.
Otter Creek Sports Bar & Grill, LLC Judith K. Peterson, Agent	dba Bear Towne Pub 110 W Main St.

- C. Presentation of accounts and other claims against the Village

6. Public Hearing
 - A. Nye Street Speed Limit
7. 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.
8. Committee Reports
 - A. Library Board
9. Unfinished Business from Previous Meetings
10. New Business
 - A. Discussion and possible action on Nye Street Speed Limit Change
 - B. Discussion and possible action on North Mill Street Notice to Proceed
 - C. Discussion and possible action of North Mill Street Construction Services contract with MSA
 - D. Discussion and possible action on Trail location in the downtown
 - E. Discussion and possible action on R-15-24 Compliance Maintenance Resolution
 - F. Discussion and possible action on TID 4 Contract to Amend TID Sharing
 - G. Discussion and possible action on TID 5 Contract to Amend project list.
 - H. Discussion and possible action on Xpress Bill Pay
 - I. Discussion and possible action on setting up future COW for Downtown Lights, benches etc.
 - J. Discussion on General Business Promotion
11. 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
12. 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
13. Comments and suggestions from citizens present
14. Motion to go into Closed Session State Statute 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." Purchasing of public properties
15. 5-minute recess to clear meeting room

16. Board to go into Closed Session under State Statute 19.85(1) (e)
17. Board to return to Open Session (roll call vote)
18. Any action on matters discussed in Closed Session
19. Adjournment

NEXT REGULAR VILLAGE BOARD MEETING: JUNE 20, 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
MAY 16, 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, Shauna Keel, Jim Moeller, Jane Olk, 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, Library Director Alexandria Krause, and Attorney Ashley Lehocky.

Consent Agenda

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

A. May 2, 2024 Regular Board meeting minutes

B. Licenses and Permits

- i. Temporary Class “B” Retailer’s License
Hortonville/Hortonia Fire District 700 W Nye Street
Kick Off to Summer May 18, 2024
Jack Kuhnke in charge
- ii. Temporary Class “B” Retailer’s License
American Legion Post 55 Commercial Club Park
American Legion 100th Community Celebration June 22, 2024
Robert Ziegler in charge
- iii. Temporary Class “B” Retailer’s License
Hortonville Stars Baseball Commercial Club Park
Baseball Games May 19th, 29th, 31st, June 7th, 9th,
28th, 30th, July 26th, 28th, August 2nd,
4th, 9th, 11th, 18th, 28th
- iv. Temporary Class “B” Retailer’s License
Hortonville/Hortonia Fire District Otto Miller Park
Annual Fire & EMS Softball Tourney July 26th-July 28th
Jack Kuhnke in charge

C. Presentation of accounts and other claims against the Village

Agenda Changes

President Bellile said that we will move new business items D and B before item A.

Preregistered Citizens to be heard

None

Committee Reports

None

Unfinished Business from previous meetings

None

New Business

Discussion and possible action on updating Zoning Code

Administrator Treadwell said there is a big need to look at the zoning code and update it. This would be for all zoning districts within the Village.

Motion [Arendt Vanden Heuvel/Moeller] to begin discussions with the Planning and Zoning Commission with regards to updating our zoning code.

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

Discussion on how to proceed with Downtown Design options

Administrator Treadwell said that our engineer Ron Wolff from McMahon is here to explain some of the design options on the downtown section prior to meeting with the businesses.

Engineer Ron Wolff said that the direction that we were hearing was that the board wanted to make the trail run through downtown. Ron said that right now the master plan with the county includes the 10-foot trail from Givens Road all the way through town and connects up in Greenville. The County also has a master plan that shows at some point that might also connect to New London, and some other plans to connect up with the Wiouwash Trail.

You have to have a 2-foot clear zone on each side and that makes the 10-foot trail become a 14-foot trail. Talking to the county and the county highway commissioner, the alternative to that would be if you want it on the corridor, look at the plans that I passed out tonight.

Administrator Treadwell said that with the onsite bike trails, I do have some concerns. It is already a tight travel lane, and you would have car doors opening into the bike lanes. The other issue is the transition from the trail to the bike lanes.

Trustee Arendt Vanden Heuvel said that it will be a huge disservice to the downtown businesses by taking a potential 12-foot sidewalk and making it 7 feet.

Trustee Jewell said you also have to consider that there will be a lot of bikes that are parked on Main Street if the bike trail is downtown.

Consensus was to have the engineer talk to the business owners and get their thoughts about the trail.

Administrator Treadwell asked about how we decide on light fixtures, trees, etc. for the downtown. Consensus was to have a COW meeting and include the public.

Discussion and possible action on Fee Changes for Resolution R-13-24 Reserve Alcohol Licenses

Motion [Arendt Vanden Heuvel/Moeller] to approve resolution R-13-24 amending the current fee schedule with the changes of Village Board approval and to increase the County jurisdiction fee to \$150,000.

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

Discussion and possible action on Nye Street Parking Ordinance O-5-24

Administrator Treadwell said that this notice was sent out again to our residents and no one is here to discuss it. This is basically blocking the parking on the south side of Nye Street.

Motion [Moeller/Olk] to approve ordinance O-5-24.

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

Discussion and possible action on Driveway Ordinance O-6-24

Motion [Moeller/Keel] to approve Ordinance O-6-24 with the change in the wording from existing to driveways constructed prior to 2024.

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

Discussion and possible action on the appointment of Stephanie Holtz to the Library Board

Motion [Arendt Vanden Heuvel/Moeller] to approve the appointment of Stephanie Holtz to the Library Board.

Unanimous voice vote, motion carried.

Discussion and possible action of cancelation of the July 4th Village Board meeting

Administrator Treadwell said that if we need to have a board meeting, we will have a special board meeting.

Motion [Arendt Vanden Heuvel/Keel] to cancel the July 4th, 2024 Village Board meeting.

Unanimous voice vote, motion carried.

Report of Village Officials

Clerk-Treasurer: The report is in the packet.

Director of Public Works: The report is in the packet. We will have crews moving into town tomorrow to start our crack filling project. The prep work has been done in Alley #3 and will be re-paved. The residents are happy that things are getting done.

Chief of Police: The report is in the packet. Outagamie County Health Department and Grand Chute have installed public vending health machines in their building which has Narcan, gun locks, EpiPens, toothpaste, toothbrushes, although it is primarily Narcan driven. Everything in the vending machine would be free. Officer Heiden has written the grant for the Village of Hortonville and will be responsible for stocking the vending machine.

Library Director: If you may have noticed, our book sale and bake sale is starting tomorrow at 9:00 am. We have 4,500 flyers for our summer reading program and will be stuffing bags for the schools.

Attorney: Nothing

Administrator: One of the things is talking about Industrial Park phase 2 and the covenants. We don't have a vote in changing the covenants, it is up to the business owners in that phase to change it. With phase 2 technically we are still the enforcer. I finished the developer's agreement with Terrace Manor and that property was purchased by the developer.

Any other miscellaneous topics for future discussion

Trustee Arendt Vanden Heuvel asked about the line on Olk street between Towne and Main and getting that painted.

Trustee Abitz would like to discuss a general business promotion.

Communications and Miscellaneous Business

Black Otter Lake District news: Our next meeting is this coming Monday at 5:30 pm. June 1st is when we can start cutting per the DNR.

Building permit report: None

Hortonville-Hortonia Fire District news: The Fire Department is having their summer kickoff this Saturday with inflatables, corn hole, music, cash raffles, food and drink and it starts at 3:00 pm.

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

Hortonville Civic Association: Nothing

Senior Activities Committee: The minutes were in the packet.

Comments and suggestions from citizens present

None

Motion to go into Closed Session

Motion [Arendt Vanden Heuvel/Keel] to go into closed session under State Statute Section 19.85(1)(e). "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." Purchasing of public properties.

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

Board to return to Open Session

Motion [Arendt Vanden Heuvel/Keel] to return to open session at 8:38 p.m. Unanimous voice vote, motion carried.

Any action on matters discussed in Closed Session

None

Adjournment

Motion [Keel/Arendt Vanden Heuvel] to adjourn. Unanimous voice vote, motion carried. The Board adjourned at 8:39 p.m.

Minutes submitted by,

Jane Booth, WCMC
Village Clerk/Treasurer

June 06, 2024 INVOICE LISTING

VILLAGE INVOICES

May 17, 2024- June 06 , 2024

5-30-24	A.G. Mudjacking LLC	65' of New Sidewalk- Mill Street	\$	4,500.00
INVASR4221	Asphalt Seal & Repair	Crack Filling- 2024	\$	9,930.00
9207795005-0524	AT&T	Phone Billing- May 2024	\$	106.22
91373217	Be's Refreshments	Water- PD	\$	11.00
417191-1	Be's Refreshments	Water- Office	\$	6.00
0424	BMO Harris Bank	April Charges- 2024	\$	7,562.28
5-24	Bryant, Andi	Mileage Reimbursement- WAPL Conference- Stevens Point	\$	73.70
13222	Buss Electric Inc	Replaced Two Bad Surge Protector Receptacles	\$	622.80
171756701052124	Charter Communications	Internet/Email- June 2024- PW/W/S	\$	119.99
705420	Complete Office	Office Supplies- Toner- Streets/Water/Sewer	\$	541.77
707351	Complete Office	Office Supplies- Library	\$	57.17
76299/76336	Corporate Network Solutions	Civic Reboot/KnowBe4 Training	\$	487.50
76401	Corporate Network Solutions	Power Outage Firewall Issues- PD	\$	150.00
2082	Degal's Repair Shop	String Trimmer Line	\$	24.99
ACH	Delta Dental	Dental Insurance Premiums- June 2024	\$	1,254.73
ACH	EFTPS	Federal, FICA taxes for 06/06/2024 Payroll	\$	14,125.74
4459337	Employee Benefits Corporation	Health Reimbursement- May 2024	\$	2,564.09
4468402	Employee Benefits Corporation	Health Reimbursement- May 2024	\$	57.85
4474455	Employee Benefits Corporation	Health Reimbursement- May 2024	\$	13.57
4479823	Employee Benefits Corporation	Health Reimbursement- May 2024	\$	1,977.84
14157712-00	First Supply LLC	Parts- Broken Toilet	\$	45.00
415046	Garrow Oil Marketing Inc	Diesel Fuel- Street/Water/WWTP	\$	1,805.13
Clothing2024-2	Green, Luke	Clothing/Boot Allowance- 2024	\$	163.51
3208452/3208453	Hawkins Ash CPA's	Progress Bill for Audit Ending 12/31/23	\$	3,665.00
DPW-0424	Hortonville BP	DPW/Utility Fuel- April 2024	\$	764.25
WSG-24	Hortonville Water & Sewer Utility	Meter Reconnections- Memorial/Alonzo/Otto Miller/Cemetery	\$	150.00
P007004875-May24	Illinois Mutual	Employee Disability Insurance- May 2024	\$	155.34
67706755/63055464/6305544	Ingram	Library Books	\$	665.07
LSPQ50899	Lappen Security Products	Fire Alarm System Batteries	\$	88.00
64111	Martenson & Eisele Inc	Otto Miller Master Plan	\$	475.01
5224	Mathewson Monuments	Veterans Brick Engraving- Donald H Frenche	\$	110.00
347416	MCC Inc	Gravel for Harvester Landing	\$	652.55
5-24	Meltz, Daniel	Meal Reimbursement- Narcan Training	\$	235.28
R07807030.00	MSA Professional Services Inc	N Mill Street Reconstruction	\$	4,185.00
IN202604	Multi Media Channels	Nye St Public Hearing	\$	27.16
ACH	Network Health	Total Health Premiums- June 2024	\$	12,133.82
0037297-IN	Northland Electrical Services	Troubleshoot Street Lights	\$	372.00
6611-120480/6611-120483/6611-120484	O'Reilly Auto Parts	Supplies- PW/Water/Sewer/Lawnmower Battery	\$	405.18
1020774	Outagamie County Treasurer	Winter Maintenance- Snow Removal/Engineering- CTH JJ & Givens Rd	\$	6,364.29
4394	OWLS	April Printing- 2024 Brochure	\$	774.00
23808/23809	Ray's Sanitation	Portable Restroom- 230 Lakeshore Dr/304 E Main Street	\$	440.00
IN00471243	Rocket Industrial	Supplies- Can Liners/Paper Towels	\$	1,555.10
41128792	Roland Machinery Company	Sidsteer Hydraulic Hose Repair	\$	1,658.08
5/24	Roubal, Sarah	Community Center Deposit Reimbursement- 5/11 Rental	\$	150.00
4528749	Schwaab Inc	Replacement Ink Pads	\$	34.49
234	Sheboygan Warning Systems	Annual Maintenance- Emergency Sirens	\$	363.00
5592	Tony's Cemetery Services	Mow Cemetery	\$	525.00
17657091	Uline	Magnetic Bulletin Board	\$	730.42
6125695	Unique	Collection Agency- Library	\$	11.65
5-24	Vargo, Andi	Mileage Reimbursement- WAPL Conference- Stevens Point	\$	73.70
459498	Von Briesen & Roper SC	Subdivision Legal Council TID 6	\$	11,385.00
5012964902	WE Energies	Water/Sewer Electric/Gas- April 2024	\$	5,458.66
5029771618	Wells Fargo Vendor Financial	Xerox Copier- Library	\$	180.00
ACH	Wisconsin Deferred Comp	EE contributions 06/06/2024 Payroll	\$	481.00
247546	Wisconsin Document Imaging	Contract Invoice- Library	\$	103.61
249067	Wisconsin Document Imaging	Contract Base Charge- April 2024	\$	312.30
ACH	Wisconsin Retirement System	WRS Contributions- May 2024	\$	17,563.52
ACH	Wisconsin, State of	State W/H for 06/06/2024 Payroll	\$	2,474.28
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
ACH	Wolf River Community Bank	Principle and Interest- WRCB SC Swiderski Loan #2117	\$	55,000.00
ACH	Wolf River Community Bank	Principle and Interest- WRCB SC Swiderski Loan #2603	\$	38,916.96

Invoice Total \$ 254,368.32

05/23/24 Direct Deposit P/R

\$ 44,759.26

Grand Total \$ 299,127.58

WATER & SEWER UTILITY INVOICES

May 17, 2024- June 06 , 2024

24-008456	Badger Laboratories	ICP Scan/Total Bacteria	\$	360.00
24-008593	Badger Laboratories	Total Phosphorous Testing- WWTP	\$	182.00
24-009584	Badger Laboratories	Total Phosphorous Testing- WWTP	\$	209.00
9008844700	Clean Water Testing	Water Testing Services	\$	90.00
Mileage2024-1	Gruenwald, Hunter	Mileage Reimbursement- Fox Fire Golf Club	\$	44.76
27092	Martelle Water Treatment	Lab Materials- WWTP	\$	1,576.16
935079	McMahon	WPDES Permit Assistance	\$	2,175.00
503263	NCL of Wisconsin	Lab Supplies- WWTP	\$	42.13
503696	NCL of Wisconsin	Lab Supplies- Water/WWTP	\$	628.19
241384	Sabel Mechanical	Mixer Repair- WWTP	\$	1,330.79
06-24	Steber, Aaron	24 x 36 Water Map for DNR Audit	\$	27.83
INV00371135	USA Blue Book	Water Supplies- WWTP	\$	323.81
INV00373317	USA Blue Book	Water Supplies- WWTP	\$	288.53
445005330-2024-1	Wisconsin DNR	2024 WDNR Environmental Fees	\$	2,276.17

Grand Total \$ 9,554.37

Current Speed (Green Line Below = 25 MPH Zone, Blue Line Below = 35 MPH Zone, Orange Line Below = 45 MPH Zone)



Option 1 (Green Line Below = 25 MPH Zone, Blue Line Below = 35 MPH Zone, Orange Line Below = 45 MPH Zone)



Option 2 (Green Line Below = 25 MPH Zone, Blue Line Below = 35 MPH Zone, Orange Line Below = 45 MPH Zone)



June 3, 2024

RE: Nye Street Speed Limits

Dear Village Board Members, Village Administrator, Police Chief, and Village Staff:

I am unable to attend the board meeting on June 6th, so am sending you this letter to be considered and included during the discussion regarding speed limits on Nye Street.

Of the options being considered, I would encourage you to go with Option #2, with 25mph continuing until Industrial Parkway going west, and the same heading east into town.

I feel this is the most appropriate choice as it is consistent with the new limits established on Highway M. This road is similar to Nye in its width and the “feeling that you should speed” as some have indicated in past meetings. The new limits there are 45mph, dropping to 25mp heading south; 25mph to 45mph going north. There are fewer homes and intersecting roads in this new area of 25mph on Hwy M compared to Nye.

When people enter Nye Street from Industrial, Birch, and Brookwood they have stopped at the stop signs after traveling at 25mph on those streets. It would not be out of line to have them continue at 25mph as they travel east on Nye into town. Increasing to 35 at these junctions, then immediately dropping to 25 at Birch or Brookwood does not seem to make much sense, would cause confusion, and reduce fuel efficiency as well. Traveling west there are homes on the north side of Nye almost to the intersection with Industrial Parkway, making 25mph a safe limit for all.

Increased signage and patrol are also a must. It is very evident when the police are patrolling. The traffic immediately responds to their presence, reducing their speeds. There is a long distance between signs heading west. At least two more 25mph signs should be added. On the eastbound side, yellow “reduced speed ahead” signs with flashing lights would call attention as well.

This road is traveled by many more cars, bike riders and walkers of all ages in comparison to the Hwy M route. For consistency and above all, safety, I believe the limits of 25mph beginning on eastbound Nye at Industrial Parkway and continuing at 25mph on westbound Nye up to Industrial Parkway is crucial.

Thank you for your consideration,

Pat Lund-Moe

352 Nye Street



Amendment

Amendment No: 1

MSA Project Number: 07807030
Date of Issuance: October 2, 2023

This is an amendment to the Agreement dated May 31, 2024 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1500 N. Casaloma Drive, Appleton, WI 54913

Phone: (920) 545-2083

Representative: Dan Rammer

Email: drammer@msa-ps.com

VILLAGE OF HORTONVILLE (OWNER)

Address: 531 N Nash St, Hortonville, WI 54944

Phone: 920-779-6011

Representative: Aaron Steber

Email: dpw@vohortonville.com

Project Name: N Mill St Reconstruction

The project scope has changed due to: Construction Related Services, see attachment A for scope of services.

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: July 2024
Approximate Completion Date: May 2025

The estimated fee for the work is: \$60,000

Any attachments or exhibits referenced in this Amendment are made part of the original Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

VILLAGE OF HORTONVILLE

Jeanne Bellile
Village President
Date: _____

MSA PROFESSIONAL SERVICES, INC.

Dan Rammer
Dan Rammer
Team Leader
Date: May 31, 2024

OWNER ATTEST:

Jane Booth
Clerk
Date: _____

ATTACHMENT A: SCOPE OF SERVICES

PROJECT DESCRIPTION

The project consists of construction related services for N Mill St Reconstruction.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Construction Administration

- Project Administration: Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- Pre-Construction Meeting: Coordinate and Conduct Preconstruction Meeting
- Construction Progress Meetings: Facilitate and attend monthly meetings
- Contractor Communication: Respond to Contractor Requests for Information and assist in interpretation of contract documents in person, in writing, or by telephone.
- Submittal Review: Review Contractor Shop Drawings, Submittals, Schedules and Samples for compliance with Construction Documents.
- Meetings: Attend meetings of Owner Board/Council/Committee as needed to present project information (maximum # meetings).
- Change Orders: Review Change Order requests from Contractor; recommend Change Orders to Owner as appropriate.
- Applications for Payment: Review Contractor Applications for Payment; make payment recommendation to Owner as appropriate.
- Project Closeout: Prepare punch list (items to be completed or corrected), and Substantial Completion Certificate. Review Contractor work and completion documents for compliance with construction contract and readiness for final payment (*includes warranty documentation and lien waiver review*).
- Record Drawings: Prepare Record Drawings based on addenda, Field Orders, Change Orders and Contractor's Records
- Correction Period: Visit site with Owner one month prior to end of Contractor's correction period to ascertain if any work is subject to correction.

2. Construction Staking

- Provide line and grade stakes for:
 - Sanitary Sewer
 - Water Main
 - Storm Sewer
 - Roadway subgrade and base courses
 - Concrete Curb and Gutter
 - Pavement

3. Construction Observation

- Furnish a Construction Observer to observe the progress and quality of the Contractor's work on the Project. Duties and responsibilities of the CO include:
 - Attend meetings with Contractor, such as preconstruction conferences and progress meetings.
 - Assist in communication between Engineer, Contractor and Owner, especially when additional information, interpretation, or clarification is needed regarding existing conditions or contract documents.

- Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- Verify that tests, equipment, and systems start-ups are conducted and documented appropriately.
- Maintain orderly files and prepare a daily report recording Contractor's hours and activities at the site.
- Review applications for payment with regard to Work completed, and materials and equipment delivered at the Site.
- Participate in visits to the Project to determine punch list items, and readiness for Substantial Completion and Final Completion.
- The estimated fee for services is based on 40 days of Construction Observation for 8 hours per day at the site.

DELIVERABLES

MSA will provide the following deliverables:

1. Record Drawings: one PDF file.

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Additional meetings not specifically listed in the scope.
2. Updates to Owner's electronic Geographic Information System to reflect changes from project.

PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
July 2024 to October 2024	Construction
May 2025	Project Closeout

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will authorize submittal of necessary permit applications and pay associated fees.
- Owner will pay MSA as follows:

FEE SUMMARY

The Owner will compensate MSA for the Scope of Services listed above (exclusive of Construction Observation) as follows:

Construction Administration	\$16,500
Construction Staking	\$7,500
Construction Observation	\$36,000
Total	\$60,000

The Owner will compensate MSA for Construction Observation services on a time and expense basis, based on MSA's standard rate schedule. All travel time and mileage is included in the estimated fees above.

The fees are estimated and time on site can be adjusted based on the work being completed.

ATTACHMENT B: RATE SCHEDULE

CLASSIFICATION

Administrative	\$ 75 – \$150/hr.
Architects	\$ 75 – \$215/hr.
Community Development Specialists	\$135 – \$185/hr.
Digital Design	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists	\$105 – \$185/hr.
Geographic Information Systems (GIS)	\$ 95 – \$185/hr.
Housing Administration	\$ 95 – \$170/hr.
HR.....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators	\$105 – \$130/hr.
IT Support	\$175 – \$195/hr.
Land Surveying	\$ 75 – \$185/hr.
Landscape Designers & Architects	\$ 75 – \$215/hr.
Planners	\$ 75 – \$205/hr.
Principals	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems	\$150 – \$200/hr.
Project Managers	\$150 – \$230/hr.
Real Estate Professionals	\$135 – \$165/hr.
Staff Engineers	\$ 75 – \$145/hr.
Technicians	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator	\$ 90 – \$115/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.12/page
Plots.....	\$0.006/sq.in.
Flash Drive.....	\$10
GPS Equipment.....	\$20/hour
Dini Laser Level.....	\$30/per day
Mailing/UPS.....	At cost
Mileage – Reimbursement.....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle.....	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter.....	\$30/hour
Drone Flight.....	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.



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

www.msa-ps.com

May 31st, 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:

Enclosed are the Agreement and Notice to Proceed. Please execute the documents (Note that an attesting signature is required by the clerk on the Agreement). Email the Agreement and Notice to Proceed back to drammer@msa-ps.com and abishop@msa-ps.com. After receiving the signed copies, we will fill in the dates, and forward the copies to you and the Contractor.

If you have any questions, please feel free to contact this office.

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 TO PROCEED

Owner: Village of Hortonville

Owner's Contract No.:

Engineer: MSA Professional Services, Inc

Engineer's Project No.: 07807030

Contractor: Don E. Parker Excavating, Inc.

Contractor's Project No.

Project: N. Mill Street Reconstruction

Contract Name:

Effective Date of Contract

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, pursuant to Paragraph 4.01 of the General Conditions

On or before that date, you are to start performing your obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement, the date of Substantial Completion is September 27, 2024, and the date of readiness for final payment is October 11, 2024.

Before starting any Work at the Site, Contractor must comply with the following:

Attend Pre-Construction Meeting.

Also, before you may start any Work at the Site, you must comply with the following:

Attend Pre-Construction Meeting.

Owner Village of Hortonville

By *(signature)* _____

Name *(printed)* Jeanne Bellile

Title President

Date Issued: _____

Copy to Engineer

AGREEMENT

THIS AGREEMENT is by and between VILLAGE OF HORTONVILLE ("OWNER") and Don E Parker Excavating, Inc. ("CONTRACTOR").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

OWNER and CONTRACTOR, hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: North Mill Street Reconstruction, Village of Hortonville, Outagamie County, WI.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: North Mill Street Reconstruction, Village of Hortonville, Outagamie County, WI.

ARTICLE 3 - ENGINEER

- 3.01 The Owner has retained MSA Professional Services, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

- A. The Work will be substantially completed on or before September 27, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 11, 2024.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed [and Milestones not achieved] within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay OWNER \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- D. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 - PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
- A. Contractor shall submit Applications for Payment **on or about the last day of the month of progress payments** in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
- a. 95% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to Owner and ENGINEER, then as long as the character and progress of the Work remain satisfactory to Owner and ENGINEER, there will be no additional retainage; and
- b. Estimates may include any fabricated or manufactured materials and components specified, previously paid for by the Contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract. Invoices showing the amount of the fabricated or manufactured materials and components specified must be submitted with proof of payment by the Contractor prior to being considered for payment. Retainage shall be as outlined in paragraph 6.02.A.1.a. above.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5% of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate of **five (5)** percent per annum.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Contractor's Bid
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 7. Drawings (not attached but incorporated by reference) consisting of 29 sheets with each sheet bearing the following general title: North Mill Street Reconstruction.
 - 8. Addenda (numbers 1 to 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. N/A
 - 10. List other required attachments (if any), such as documents required by funding or lending agencies.
 - a. N/A
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor 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. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical 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 Contractor; and (c) Contractor's safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Contractor 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.
 - 6. Contractor 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 Contract Documents.
 - 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "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 or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "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; and
 4. "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.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **May 13th, 2024** (which is the Effective Date of the Contract).

Owner:

Village of Hortonville

(typed or printed name of organization)

By: _____

(individual's signature)

Name: Jeanne Bellile

(typed or printed)

Title: Village President

(typed or printed)

Date: _____

(date signed)

Attest: _____

(individual's signature)

Title: Village Clerk

(typed or printed)

Address for giving notices:

531 N Nash Road, PO Box 99

Hortonville, WI 54944-0099

Phone: (920) 779-6011

Email: clerktreas@hortonville.wi.gov

(If **Village** is a corporation, attach evidence of authority to sign. If **Village** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

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: 05/13/2024

(date signed)

(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Jeff Parker

(individual's signature)

Title: Vice President

(typed or printed)

Address for giving notices:

W8409 County Road JJ

Hortonville, WI 54944

Phone: 920-779-6909

Email: brian@donparkerexc.com

License No.: 221570

(where applicable)

State: Wisconsin

00 52 00-7

Project #07807030

© 2024 MSA Professional Services, Inc.

Agreement

PAYMENT BOND

S044733

CONTRACTOR (Name and Address): Name: Don E. Parker Excavating, Inc. Address: W8409 County Road JJ Hortonville, WI 54944	SURETY (Name and Address of Principal Place of Business): Name: Employers Mutual Casualty Company Address: 1815 S Meyer Road Oakbrook Terrace, IL 60181
OWNER (Name and Address): Name: Village of Hortonville Mailing Address: 531 N. Nash Street Hortonville, WI 54944-0099	Contract Description (Name and Location): N. Mill Street Reconstruction Village of Hortonville, WI Contract Price: \$ 586,957.06 Effective Date of the Agreement 05/13/2024

BOND

Bond Amount :\$ 586,957.06

Date of Bond DATE 05/14/2024

(Date of bond cannot be earlier than Effective Date of the Agreement):

Modifications to this Bond Form

: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Don E. Parker Excavating, Inc.

(Full formal name of Contractor)

By:


(Signature)

Name:

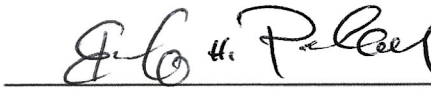
Brian Parker

(Printed or typed)

Title

President

Attest:


Signature

Name

Jeff Parker

(Printed or typed)

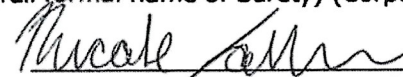
Title Vice President

SURETY

Employers Mutual Casualty Company

(full formal name of Surety) (Corporate Seal)

By:


Signature (attach power of attorney)

Name:

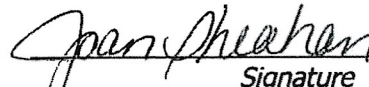
Nicole Johnson

(Printed or typed)

Title

Attorney-In-Fact

Attest:


Signature

Name:

Joan Sheahan

(Printed or typed)

Title CSA

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

PERFORMANCE BOND

CONTRACTOR (Name and Address): Name: Don E. Parker Excavating, Inc. Address: W8409 County Road JJ Hortonville, WI 54944	SURETY (Name and Address of Principal Place of Business): Name: Employers Mutual Casualty Company Address: 1815 S Meyer Road Oakbrook Terrace, IL 60181
OWNER (Name and Address): Name: Village of Hortonville Mailing Address: 531 N. Nash Street Hortonville, WI 54944-0099	Contract Description (Name and Location): N. Mill Street Reconstruction Village of Hortonville, WI Contract Price: \$ 586,957.06 Effective Date of the Agreement 05/13/2024

BOND

Bond Amount : \$586,957.06

Date of Bond DATE 05/14/2024

(Date of bond cannot be earlier than Effective Date of the Agreement):

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Don E. Parker Excavating, Inc.

(Full formal name of Contractor)

By:


 (Signature)

Name:

Brian Parker

(Printed or typed)

Title

President

Attest:


 Signature

Name

Jeff Parker

(Printed or typed)

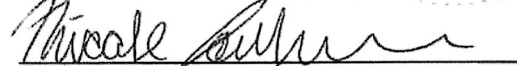
Title Vice President

SURETY

Employers Mutual Casualty Company

(full formal name of Surety) (Corporate Seal)

By:


 Signature (attach power of attorney)

Name:

Nicole Johnson

(Printed or typed)

Title

Attorney-In-Fact

Attest:


 Signature

Name:

Joan Sheahan

(Printed or typed)

Title CSA

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 following Surety Bond(s):

Surety Bond **Principal:**
Number DON E. PARKER EXCAVATING, INC

Obligee:
Village of Hortonville

S044733

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.

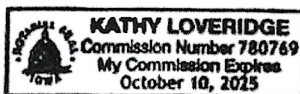
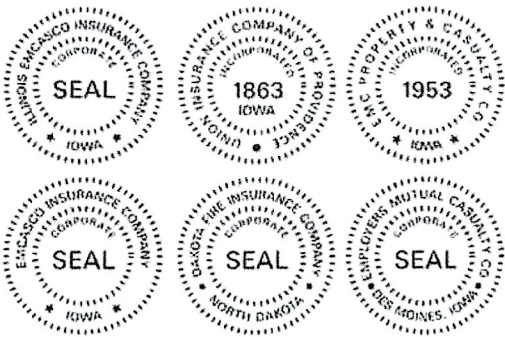
AUTHORITY FOR POWER OF ATTORNEY

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 14th day of May, 2024.

Ryan J. Springer
Vice President



DONEPAR-01

APANEK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Appleton - Vizance, Inc. 2501 E. Enterprise Ave. Suite 301 Appleton, WI 54913	CONTACT NAME: Nicole Johnson	
	PHONE (A/C, No, Ext): (920) 441-0064	FAX (A/C, No):
	E-MAIL ADDRESS: NJohnson@vizance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Company	12572
INSURED Don E Parker Excavating Inc W8409 County Road JJ Hortonville, WI 54944	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		S 2545039	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		S 2545039	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE DED ☒ RETENTION \$ 0			S 2545039	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 9103767	5/1/2024	5/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project #07807030 North Mill Street Reconstruction

Village of Hortonville, MSA Professional Services, Inc., Owner and Engineer are named as additional insured under the General Liability including ongoing and completed operations coverage, and Auto Liability policies on a primary and non-contributory basis when required by written contract and signed by all applicable parties prior to loss, subject to actual policy forms, terms, and conditions. Umbrella/Excess extends over underlying insurance subject to actual policy forms, terms, and conditions.

CERTIFICATE HOLDER

CANCELLATION

Village of Hortonville 531 N Nash Road, PO Box 99 Hortonville, WI 54944	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d)** Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5.** - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B.** If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSURED - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

- C.** If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

Compliance Maintenance Annual Report

Hortonville Wastewater Treatment Facility

Last Updated: Reporting For:

6/3/2024

2023

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	0.3147	x	204	x	8.34	=	536
February	0.2938	x	206	x	8.34	=	505
March	0.4640	x	153	x	8.34	=	592
April	0.5556	x	188	x	8.34	=	872
May	0.3583	x	192	x	8.34	=	573
June	0.2562	x	220	x	8.34	=	470
July	0.2198	x	228	x	8.34	=	418
August	0.2202	x	259	x	8.34	=	476
September	0.2222	x	227	x	8.34	=	420
October	0.2557	x	274	x	8.34	=	585
November	0.2452	x	268	x	8.34	=	547
December	0.2301	x	254	x	8.34	=	486

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	.8	x	90	=	0.72
		x	100	=	.8
Design BOD, lbs/day	905	x	90	=	814.5
		x	100	=	905

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	1	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	1	0
Points		0	0	3	0
Total Number of Points					3

3

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3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2023-08-31

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes

☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☐ Yes

☐ Yes

☐ Yes

☒ No

☒ No

☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☐ Yes

gallons

☒ No

Holding Tanks

☐ Yes

gallons

☒ No

Grease Traps

☐ Yes

gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

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☐ Yes ☒ No If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.	
--	--

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

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Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	4	1	0	0
February	30	27	4	1	0	0
March	30	27	4	1	0	0
April	30	27	4	1	0	0
May	30	27	4	1	0	0
June	30	27	4	1	0	0
July	30	27	6	1	0	0
August	30	27	9	1	0	0
September	30	27	18	1	0	0
October	30	27	11	1	0	0
November	30	27	8	1	0	0
December	30	27	7	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

n/a

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

● Yes

Enter last calibration date (MM/DD/YYYY)

2023-08-31

○ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

N/A

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

○ Yes

● No

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If Yes, please explain: 4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test? ☐ Yes ☒ No If Yes, please explain: 4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity? ☐ Yes ☐ No ☒ N/A Please explain unless not applicable:	
--	--

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

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Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	4	1	0	0
February	30	27	6	1	0	0
March	30	27	3	1	0	0
April	30	27	3	1	0	0
May	30	27	3	1	0	0
June	30	27	3	1	0	0
July	30	27	5	1	0	0
August	30	27	8	1	0	0
September	30	27	9	1	0	0
October	30	27	6	1	0	0
November	30	27	7	1	0	0
December	30	27	8	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						
NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0						
1.2 If any violations occurred, what action was taken to regain compliance?						
N/A						

0

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.149	1	0
February	1	0.146	1	0
March	1	0.085	1	0
April	1	0.071	1	0
May	1	0.105	1	0
June	1	0.159	1	0
July	1	0.212	1	0
August	1	0.181	1	0
September	1	0.369	1	0
October	1	0.334	1	0
November	1	0.285	1	0
December	1	0.291	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.
Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

0

Total Points Generated	
Score (100 - Total Points Generated)	
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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

☐ Land applied under your permit

☐ Publicly Distributed Exceptional Quality Biosolids

☐ Hauled to another permitted facility

☒ Landfilled

☐ Incinerated

☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - Liquid Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75											<6.01			0	0
Cadmium		39	85											<.129			0	0
Copper		1500	4300											815			0	0
Lead		300	840											42			0	0
Mercury		17	57											<.858			0	0
Molybdenum	60		75											3.91		0		0
Nickel	336		420											61		0		0
Selenium	80		100											<8.51		0		0
Zinc		2800	7500											601			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

☒ 0 (0 Points)

☐ 1-2 (10 Points)

☐ > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

☐ Yes

☐ No (10 points)

☒ N/A - Did not exceed limits or no HQ limit applies (0 points)

☐ N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

☒ 0 (0 Points)

☐ 1 (10 Points)

☐ > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

☐ Yes (20 Points)

☒ No (0 Points)

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3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken?
Has the source of the metals been identified?

N/A

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 12/31/2023
Density:	10,900
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Aerobic Digestion
Process Description:	After aerobic digestion, sludge is pumped to a storage tank.

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Method Date:	12/31/2023
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	

0

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

☒ >= 180 days (0 Points)

☐ 150 - 179 days (10 Points)

☐ 120 - 149 days (20 Points)

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o 90 - 119 days (30 Points) o < 90 days (40 Points) o N/A (0 Points) 6.2 If you checked N/A above, explain why.	0
7. Issues 7.1 Describe any outstanding biosolids issues with treatment, use or overall management: N/A	

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Score (100 - Total Points Generated)	
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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing 1.1 Was your wastewater treatment plant adequately staffed last year? ● Yes ○ No If No, please explain: Could use more help/staff for: 1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping? ● Yes ○ No If No, please explain:	
2. Preventative Maintenance 2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items? ● Yes (Continue with question 2) ☐☐ ○ No (40 points)☐☐ If No, please explain, then go to question 3: 2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment? ● Yes ○ No (10 points) 2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly? ● Yes ● Paper file system ○ Computer system ○ Both paper and computer system ○ No (10 points)	0
3. O&M Manual 3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed? ● Yes ○ No	
4. Overall Maintenance /Repairs 4.1 Rate the overall maintenance of your wastewater plant. ○ Excellent ● Very good ○ Good ○ Fair ○ Poor Describe your rating:	

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

SEAN B KUSKE

Certification No:

38614

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Basic	OIT	Basic	Advanced
A1	Suspended Growth Processes	X		X	
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X		X	
C	Biological Solids/Sludges	X		X	
P	Total Phosphorus	X		X	
N	Total Nitrogen				
D	Disinfection	X		X	
L	Laboratory	X		X	
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	X	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- Yes
- No
- N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- Yes
- No
- N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff

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☐ An arrangement with another certified operator ☐ An arrangement with another community with a certified operator ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year ☐ A consultant to serve as your certified operator ☐ None of the above (20 points) If "None of the above" is selected, please explain:	0
4. Continuing Education Credits 4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: ☒ Averaging 6 or more CECs per year. ☐ Averaging less than 6 CECs per year. Advanced Certification: ☐ Averaging 8 or more CECs per year. ☐ Averaging less than 8 CECs per year.	

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Financial Management

1. Provider of Financial Information

Name:

Village of Hortonville

Telephone:

920-779-6011

(XXX) XXX-XXXX

E-Mail Address
(optional):

dpw@vohortonville.com

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2022

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2022

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 442,900.62

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 442,900.62

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 207,348.17

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 650,248.79

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Combined two Sewer Equipment Replacement Funds into one investment fund in 2023

3.3 What amount should be in your Replacement Fund? \$ 650,248.79

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Potential phosphorus plant upgrade. Potential digester and SBR tanks.	\$1,250,000	2030

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 3

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	1,156	
February	1,096	
March	1,415	
April	1,560	
May	1,030	
June	642	
July	538	
August	541	
September	507	
October	499	
November	1,238	
December	1,511	
Total	11,733	0
Average	978	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Looking into new Technology to update pumps and equipment

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	53,716	9.76	5,504	16.62	3,232	3,091
February	52,744	8.23	6,409	14.14	3,730	2,714
March	61,059	14.38	4,246	18.35	3,327	2,481
April	63,610	16.67	3,816	26.16	2,432	1,281
May	62,377	11.11	5,614	17.76	3,512	509
June	52,788	7.69	6,864	14.10	3,744	67
July	59,666	6.81	8,762	12.96	4,604	18
August	59,157	6.83	8,661	14.76	4,008	22
September	53,665	6.67	8,046	12.60	4,259	19
October	52,792	7.93	6,657	18.14	2,910	29
November	65,336	7.36	8,877	16.41	3,981	931
December	53,084	7.13	7,445	15.07	3,522	2,069
Total	689,994	110.57		197.07		13,231
Average	57,500	9.21	6,742	16.42	3,605	1,103

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☒ Aerobic Digestion
- ☐ Anaerobic Digestion
- ☐ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☒ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☒ UV Disinfection
- ☒ Variable Speed Drives
- ☐ Other:

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7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Hortonville Facility will continue to replace outdated equipment for better energy efficient options

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☒ No

☐ Yes

If Yes, how is the biogas used (Check all that apply):

☐ Flared Off

☐ Building Heat

☐ Process Heat

☐ Generate Electricity

☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☒ No

☐ Yes

☐ Entire facility

Year:

By Whom:

Describe and Comment:

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

● Yes

○ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

● Yes

○ No (30 points)

○ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

The goals outlined below contribute to the overall mission and address issues of health and safety, cost-efficient operation and compliance with applicable law.

1. COMPLY WITH THE WPDES permit.
2. Minimize the occurrence of problematic overflows.
3. Improve or maintain system reliability.
4. Maintain asset cost-effectively through a rehabilitation and replacement program based on condition assessment.
5. Provide first-class customer service.
6. Reduce the potential threat to human health from sewer overflows.
7. Provide adequate capacity to convey peak flows.
8. Manage I/I.
9. Protect collection system worker health and safety.
10. Operate a continuous CMOM program.
11. Maintain annual cleaning and inspection programs.
12. Continue cost-efficient operation of the sewer utility

Did you accomplish them?

● Yes

○ No

If No, explain:

☐ Organization [NR 210.23 (4) (b)] ☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2016-01-01

Does your sewer use ordinance or other legally binding document address the following:

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2023

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

☒ Equipment and replacement part inventories

☒ Up-to-date sewer system map

☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

☒ A description of routine operation and maintenance activities (see question 2 below)

☒ Capacity assessment program

☒ Basement back assessment and correction

☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements

☒ Construction, Inspection, and Testing

☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

☒ Responsible personnel communication procedures

☒ Response order, timing and clean-up

☒ Public notification protocols

☒ Training

☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

☒ Infiltration/Inflow (I/I) Analysis

☐ Sewer System Evaluation Survey (SSES)

☐ Sewer Evaluation and Capacity Management Plan (SECAP)

☒ Lift Station Evaluation Report

☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning % of system/year

Root removal % of system/year

Flow monitoring % of system/year

Smoke testing % of system/year

Sewer line

televising

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Manhole inspections	13	% of system/year
Lift station O&M	5	% of system/year
Manhole rehabilitation	100	# per L.S./year
Mainline rehabilitation	3	% of manholes rehabbed
Private sewer inspections	3	% of sewer lines rehabbed
Private sewer I/I removal	0	% of system/year
River or water crossings	0	% of private services
	0	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
the village of hortonville works towards the goal of cleaning at least 10% of the collection system per year.		
3. Performance Indicators		
3.1 Provide the following collection system and flow information for the past year.		
25.92	Total actual amount of precipitation last year in inches	
32	Annual average precipitation (for your location)	
17.45	Miles of sanitary sewer	
3	Number of lift stations	
0	Number of lift station failures	
1	Number of sewer pipe failures	
1	Number of basement backup occurrences	
0	Number of complaints	
.302	Average daily flow in MGD (if available)	
0.555	Peak monthly flow in MGD (if available)	
	Peak hourly flow in MGD (if available)	
3.2 Performance ratios for the past year:		
0.00	Lift station failures (failures/year)	
0.06	Sewer pipe failures (pipe failures/sewer mile/yr)	
0.06	Sanitary sewer overflows (number/sewer mile/yr)	
0.06	Basement backups (number/sewer mile)	
0.00	Complaints (number/sewer mile)	
1.8	Peaking factor ratio (Peak Monthly:Annual Daily Avg)	
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)	
4. Overflows		

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LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume
0	5/25/2023 6:02:00 PM - 5/25/2023 9:50:00 PM	817 South Nash St.	Plugged Sewer	600

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

cleaned, jetted, and televised sewers to ensure no further SSO's would take place. we also slip lined this section of sewer main.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☐ Yes

☒ No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

☒ No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

n/a

5.4 What is being done to address infiltration/inflow in your collection system?

rehab/replace sewer mains based on televising results and educating residents on proper sump pump discharge.

Total Points Generated

Score (100 - Total Points Generated)

Section Grade

Compliance Maintenance Annual Report

Hortonville Wastewater Treatment Facility

Last Updated: Reporting For:
6/3/2024 **2023**

Grading Summary

WPDES No: 0022896

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent				
BOD/CBOD				
TSS				
Phosphorus				
Biosolids				
Staffing/PM				
OpCert				
Financial				
Collection				
TOTALS			0	0
GRADE POINT AVERAGE (GPA) =				

- Notes:
- A = Voluntary Range (Response Optional)
 - B = Voluntary Range (Response Optional)
 - C = Recommendation Range (Response Required)
 - D = Action Range (Response Required)
 - F = Action Range (Response Required)

Compliance Maintenance Annual Report

Hortonville Wastewater Treatment Facility

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6/3/2024 **2023**

Resolution or Owner's Statement

Name of Governing Body or Owner:	Village of Hortonville
Date of Resolution or Action Taken:	2024-06-06
Resolution Number:	R-15-24
Date of Submittal:	

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):
Influent Flow and Loadings: Grade =

Effluent Quality: BOD: Grade =

Effluent Quality: TSS: Grade =

Effluent Quality: Phosphorus: Grade =

Biosolids Quality and Management: Grade =

Staffing: Grade =

Operator Certification: Grade =

Financial Management: Grade =

Collection Systems: Grade =
(Regardless of grade, response required for Collection Systems if SSOs were reported)

The Village of Hortonville will continue to clean and televise areas that are of high hazard and continue to put high risk areas on CIP for sewer main repair.

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. =

COMPLIANCE MAINTENANCE RESOLUTION

WHEREAS: The Village of Hortonville informs the Department of Natural Resources

WHEREAS: The Village Board reviewed the Compliance Maintenance Annual Report which is attached to this resolution

WHEREAS: The Village Board set forth the following actions necessary to maintain effluent requirements contained in the WPDES Permit:

Continue to monitor the hydraulic and organic loading to the WWTP.

Financial Management Section: Continue to meet or exceed current contributions into the Equipment Replacement Fund.

NOW BE IT SO RESOLVED: The Village Board will approve the Compliance Maintenance Annual Report for 2023.

Passed by a _____ vote of the Village Board on June 6, 2024.

BY THE BOARD

Jeanne Bellile, President

Jane Booth, Clerk

Ayes_____

Nays_____

May 30, 2024

Nathan Treadwell, Village Administrator
Village of Hortonville, Wisconsin
531 N Nash St
PO Box 99
Hortonville, WI 54944-0099

Re: Written Municipal Advisor Client Disclosure with the Village of Hortonville (“Client”) for 2024 TID #4 Amendment (Non-Territory) (“Project” Pursuant to MSRB Rule G-42)

Dear Nathan:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates



Ariana Schmidt
Financial Specialist

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B

Scope of Service

Client has requested that Ehlers & Associates assist Client with amending Tax Increment District (TID) No. 4 to allow for sharing with TID 5, and assist with a Project Plan Amendment of Tax Increment District (TID) No. 5 (“Project”). Ehlers & Associates proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers & Associates will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - Identification of the type or types of districts that may be created.
 - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
 - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
 - If debt financing is anticipated, a summary of the sizing, structure, and timing of proposed debt issues.
 - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
 - A draft timetable for the Project.
 - Identification of how the creation date may affect the district’s valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.

- When warranted, evaluate, and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers & Associates will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission, or governing body.

Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission¹, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed and ends after the Joint Review Board acts on the Project. As part of Phase II services, Ehlers & Associates will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the table beginning on the following page. Ehlers & Associates will ensure that selected dates meet all statutory timing requirements and will provide documentation and notices as indicated.

¹If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

Meeting	Ehlers & Associates Responsibility	Client Responsibility
Initial Joint Review Board	Prepare Notice of Meeting and transmit to Client's designated paper. Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions. Provide agenda language to Client. Attend meeting to present draft Project Plan.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Prepare meeting minutes. Designate Client Joint Review Board representative. Identify and recommend Public Joint Review Board representative for appointment.
Plan Commission Public Hearing	Prepare Notice of Public Hearing and transmit to Client's designated paper.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.
Plan Commission Public Hearing	For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters. Attend hearing to present draft Project Plan.	Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation). Prepare meeting minutes.
Plan Commission	Provide agenda language to Client. Attend meeting to present draft Project Plan. Provide approval resolution for Plan Commission consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Distribute Project Plan & resolution to Plan Commission members in advance of meeting. Prepare meeting minutes.
Governing Body Action	Provide agenda language to Client. Attend meeting to present draft Project Plan. Provide approval resolution for governing body consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Provide Project Plan & resolution to governing body members in advance of meeting. Prepare meeting minutes.

Joint Review Board Action	Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions. Prepare Notice of Meeting and transmit to Client's designated paper. Provide agenda language to Client. Attend meeting to present final Project Plan. Provide approval resolution for Joint Review Board consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Prepare meeting minutes.
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- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers & Associates will:

- Coordinate with Client's assessor and other staff as necessary to obtain parcel valuations, parcel data and other information needed for preparation of the State forms that must be filed as part of the base year or amendment packet.
- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

Compensation - Flat Fee Portion of Engagement

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers & Associates as follows:

	Amend TID No. 5	Amend TID No. 4
Phase I	\$ 5,500	\$5,500
Phase II	\$ 8,000	\$4,000
Phase III	\$ 2,000	\$2,000
Total	\$ 15,500	\$11,500

- Pricing assumes all phases are done concurrently, utilizing same meeting nights. If meetings for simultaneous districts do not occur on the same evening, full fee shall be charged per district.
- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase’s completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

Compensation – Hourly Services Portion of Engagement

Ehlers & Associates will bill Client on an hourly basis for services requested by Client in conjunction with the engagement that are not specifically identified in the Scope of Service set forth in this letter. Examples would include:

- Attendance at additional meetings beyond the four required for approval or amendment of the District (Organizational Joint Review Board, Plan Commission (or CDA), Governing Body and Final Joint Review Board).
- Review of development agreements related to the District’s Project Plan and participation in negotiations with developers.

Hourly services will be billed at a rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$350.00/hour.

Payment for Services

For all compensation due to Ehlers & Associates, we will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors, and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition or Subtraction	\$1,000
Amendment Packet with Territory Addition and Subtraction	\$2,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

May 30, 2024

Nathan Treadwell, Village Administrator
Village of Hortonville, Wisconsin
531 N Nash St
PO Box 99
Hortonville, WI 54944-0099

Re: Written Municipal Advisor Client Disclosure with the Village of Hortonville (“Client”) for 2024 TID #5 Amendment (Non-Territory) (“Project” Pursuant to MSRB Rule G-42)

Dear Nathan:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates



Ariana Schmidt
Financial Specialist

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

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Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

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Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

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Appendix B

Scope of Service

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- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - Identification of the type or types of districts that may be created.
 - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
 - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
 - If debt financing is anticipated, a summary of the sizing, structure, and timing of proposed debt issues.
 - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
 - A draft timetable for the Project.
 - Identification of how the creation date may affect the district’s valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.

- When warranted, evaluate, and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers & Associates will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission, or governing body.

Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission¹, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed and ends after the Joint Review Board acts on the Project. As part of Phase II services, Ehlers & Associates will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the table beginning on the following page. Ehlers & Associates will ensure that selected dates meet all statutory timing requirements and will provide documentation and notices as indicated.

¹If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

Meeting	Ehlers & Associates Responsibility	Client Responsibility
Initial Joint Review Board	Prepare Notice of Meeting and transmit to Client's designated paper. Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions. Provide agenda language to Client. Attend meeting to present draft Project Plan.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Prepare meeting minutes. Designate Client Joint Review Board representative. Identify and recommend Public Joint Review Board representative for appointment.
Plan Commission Public Hearing	Prepare Notice of Public Hearing and transmit to Client's designated paper.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.
Plan Commission Public Hearing	For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters. Attend hearing to present draft Project Plan.	Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation). Prepare meeting minutes.
Plan Commission	Provide agenda language to Client. Attend meeting to present draft Project Plan. Provide approval resolution for Plan Commission consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Distribute Project Plan & resolution to Plan Commission members in advance of meeting. Prepare meeting minutes.
Governing Body Action	Provide agenda language to Client. Attend meeting to present draft Project Plan. Provide approval resolution for governing body consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Provide Project Plan & resolution to governing body members in advance of meeting. Prepare meeting minutes.

Joint Review Board Action	Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions. Prepare Notice of Meeting and transmit to Client's designated paper. Provide agenda language to Client. Attend meeting to present final Project Plan. Provide approval resolution for Joint Review Board consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Prepare meeting minutes.
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- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers & Associates will:

- Coordinate with Client's assessor and other staff as necessary to obtain parcel valuations, parcel data and other information needed for preparation of the State forms that must be filed as part of the base year or amendment packet.
- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

Compensation - Flat Fee Portion of Engagement

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers & Associates as follows:

	Amend TID No. 5	Amend TID No. 4
Phase I	\$ 5,500	\$5,500
Phase II	\$ 8,000	\$4,000
Phase III	\$ 2,000	\$2,000
Total	\$ 15,500	\$11,500

- Pricing assumes all phases are done concurrently, utilizing same meeting nights. If meetings for simultaneous districts do not occur on the same evening, full fee shall be charged per district.
- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase’s completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

Compensation – Hourly Services Portion of Engagement

Ehlers & Associates will bill Client on an hourly basis for services requested by Client in conjunction with the engagement that are not specifically identified in the Scope of Service set forth in this letter. Examples would include:

- Attendance at additional meetings beyond the four required for approval or amendment of the District (Organizational Joint Review Board, Plan Commission (or CDA), Governing Body and Final Joint Review Board).
- Review of development agreements related to the District’s Project Plan and participation in negotiations with developers.

Hourly services will be billed at a rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$350.00/hour.

Payment for Services

For all compensation due to Ehlers & Associates, we will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors, and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition or Subtraction	\$1,000
Amendment Packet with Territory Addition and Subtraction	\$2,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

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



Phone: 920-779-6011
Fax: 920-779-6552
Cell: 920-538-6709
www.hortonvillewi.org

Nathan Treadwell – Village Administrator

Memo: Xpress Bill Pay

Customers Credit Card		
Payments	MSB Total	Xpress Bill Pay Total
100	102.75	103.65
150	154.13	155.15
200	205.50	206.65
250	256.88	258.15
300	308.25	309.65
350	359.63	361.15
400	411.00	412.65

Xpress Bill Pay Pros/Cons –

Pros

- Customer Support
- Able to Have a shopping cart to pay for multiple bills at once with single fee.
- User Friendly service
- Better data
- Ability to set up future payments so a resident could choose to make a payment every two weeks rather than waiting for the quarterly payment
- More Features – Pay by text, pay by phone with representative or IVR.

Cons

- Increase cost for residents
 - o Credit Card/Debit Card from 2.75% to 3% + \$0.65
 - o ECheck – from \$1.00 to \$2.00 per transaction
- Civic Portal Payment is \$600 annually
- Xpress Bill Pay Annual Fees
 - o Maintenance fee (\$348.00) is waived if account has over \$25,000, account does generate interest so this may be an option.
 - o Software Support (\$1200.00)
 - o Additional Payments portal (\$120.00)
- Xpress Bill Pay Setup – \$1,500 Utility Billing
- Xpress Bill Pay Setup – \$500 All other billing additional 10/month

XPRESS BILL PAY REFERENCES (CASELLE)

<u>Organization Name</u>	<u>City</u>	<u>State</u>	<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Contact Phone</u>	<u>Contact Email</u>
City of Arcadia	Arcadia	WI	Amy	Bergerson	Utility Billing Clerk	608-323-3359 x23	utilities@cityofarcadiawi.com
City of Beaver Dam	Beaver Dam	WI	Becky	Welsch	Deputy Treasurer	920-356-2540	bwelsch@cityofbeaverdam.com
City of Fort Atkinson	Fort Atkinson	WI	Michelle	Ebbert	Finance Director	920-563-7760	miebbert@fortatkinsonwi.net
City of Middleton	Middleton	WI	Lorie	Burns	Clerk	608-821-8346	lburns@cityofmiddleton.us
City of Muskego	Muskego	WI	Sharon	Mueller	Director of Finance & Administr	262-679-5622	smueller@cityofmuskego.org
New Glarus Utilities	New Glarus	WI	Michelle	Roth	Utilities Office Manager	608-527-2913	nglw2913@admin.vil.new-glarus.wi.us
Village of Sister Bay	Sister Bay	WI	Tasha	Rass	Finance Director	920-854-4118	tasha.rass@sisterbaywi.gov
Village of Weston	Weston	WI	Jessica	Trautman	Finance Director	715-359-6114	jtrautman@westonwi.gov
Village of Williams Bay	Williams Bay	WI	Lori	Peternell	Treasurer	262-245-2700	lpeternell@williamsbay.org
Aitkin Public Utilities Commission	Aitkin	MN	Jay	Dox	Office Manager	218-927-3222	jasondox@aitkinutilities.com
City of Aurora	Aurora	MN	Stefanie	Dickinson	Clerk/Treasurer	218-229-2614 x2400	stefanie@aurora.mn.us
City of Circle Pines	Circle Pines	MN	Ronda	Dalbec	Finance Director	763-231-2604	rdalbec@ci.circle-pines.mn.us
City of Crosby	Crosby	MN	René	Lind	Utility Billing Clerk	218-546-5021	rene.lind@cityofcrosby.com
City of Granite Falls	Granite Falls	MN	Mike	Betker	Finance Director	320-564-3011	mike.betker@granitefalls.com
Hibbing Public Utilities	Hibbing	MN	Bill	Manney	Director of Finance	218-262-7719	billm@hpuc.com
City of International Falls	International Falls	MN	Betty	Bergstrom	Deputy City Administrator	218-283-7984	bettyb@ci.international-falls.mn.us
City of Isanti	Isanti	MN	Pam	Dahlheimer	Assistant Finance Director	763-762-5762	pdahlheimer@cityofisanti.us
City of Lake City	Lake City	MN	Amy	Hove	Finance Director	651-345-6819	ahove@ci.lake-city.mn.us
City of Plainview	Plainview	MN	Vicki	Axley	Finance Director	507-710-4417	v.axley@plainviewmn.com
City of Sleepy Eye	Sleepy Eye	MN	Bob	Elston	Public Works Director	507-794-4371	belston@sleepyeye-mn.com
City of St James	St James	MN	Kris	Hurley	Clerk/Treasurer	507-375-3241 x7	kris.hurley@ci.stjames.mn.us

Order Form: Q-27776-1
Date: 5/15/2024, 3:49 PM
Expires On: 6/29/2024



Phone: (800) 768-7295
Email: info@xpressbillpay.com

Ship To:
Nathan Treadwell
Village of Hortonville
531 North Nash Street
Hortonville, Wisconsin 54944
village.administrator@hortonville.wi.gov

Bill To:
Village of Hortonville
531 North Nash Street
Hortonville, Wisconsin 54944

Gateway Administrative Service Agreement

This Master Services Agreement (this "**Agreement**") is entered into by and between Xpress Solutions, Inc. ("**Xpress**") and Customer identified on the Order ("**Customer**"), together referred to as the "Parties" and each individually as a "Party."

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Term and Renewal: The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Order Form and Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact Customer for resolution which will include resubmission up to three (3) times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

3.0 Services Provided; Obligations of Customer to ODFI: Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress' requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.

5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.

8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software, or by other means, as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.

9.0 Reports: Xpress will provide a detailed report of all funds transfers collected for the organization's account. All reporting will be via the Internet.

10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third-party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.

13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and EFT services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.

14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress' Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.

15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days' written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

16.0 Governing Law; Attorneys' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Xpress has been advised of the possibility of such damages.

19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zions First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.

21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:

Xpress Solutions, Inc.

Accepted by:

Village of Hortonville

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Fees

Initial Configuration Fees

PRODUCT	DESCRIPTION	RATE
Payment System - Setup & Configuration	Payment System - Setup & Configuration - Online Payment Module, Auto Pay Module, Card Swipe Module	USD 1,000.00
Training - Onsite Per Day	Training - Onsite Per Day - Does not include travel. You shall reimburse roundtrip airfare and hotel stay.	USD 500.00

Transaction Fees

PRODUCT	ASSESSED TO	RATE PER TRANSACTION
*Credit/Debit Card Transactions	Assessed to End Users	3.00% of the transaction amount + USD 0.65
EFT Transactions	Assessed to End Users	USD 2.00
EFT Returned Item Basic - Invalid account number or unable to locate account	Assessed to Customer	USD 7.00
EFT Return NSF or Account Closed	Assessed to Customer	USD 14.00
EFT Return Stop Payment or Charge Back	Assessed to Customer	USD 30.00
XBP Deposit Account Withdrawals (6 Free Per Month then \$6.25)	Assessed to Customer	USD 6.25
Bank Bill Pay Transactions	Assessed to Customer	USD 0.59
Toll Free Operator Assisted Surcharge	Assessed to End Users	USD 2.00
Toll Free IVR Surcharge	Assessed to End Users	USD 1.25
Pay by Text Surcharge	Assessed to End Users	USD 0.00

Maintenance & Support

PRODUCT	ASSESSED TO
Monthly Support & Hosting - \$0.055 per customer bill. Minimum \$100.	Assessed to Customer
Monthly Account Maintenance Fee - \$29 - Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account	Assessed to Customer

Hardware

PRODUCT	RATE	QTY	NET PRICE
USB Card Reader	USD 85.00	1	USD 85.00

**There will be a maximum transaction amount of \$500.00 per credit/debit payment*

Special Order/Invoicing Terms (if any):

EXHIBIT B
Customer Account Information

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Type: _____

Routing Number: _____

Account Number: _____

Bank Name: _____

Federal ID #: _____

EXHIBIT C

ACCEPTABLE USE POLICY

Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at <https://secure.xpressbillpay.com/mktg/AcceptableUsePolicy.pdf>.

Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws.
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more news groups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.
- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan Horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;

- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to ensure compliance with this Policy generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.
108 South 700 East
American Fork, UT 84003
800-768-7295
security@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which may be requested by sending an email to info@xpressbillpay.com.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

Integrated solutions for all your payment needs

xpress BILL PAY



**Online
Payments**



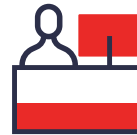
**Mobile
apps**



**Auto
Pay**



**Guest
Checkout**



**Point of
Sale**



IVR



Text



Lockbox



Ebill



Integration

Three ways we are different

1 INTEGRATION IS EVERYTHING

We understand your world. Many of our employees used to work for municipalities and utility districts; they were you. We understand your daily routines, and we've built our systems with you in mind. Whether it's easily processing payments, seamlessly integrating your data, or simplifying your back office processes, we have solutions built for you. Online payments have always been convenient for your customers, but we've made them convenient for you!

Built for your customers. Built for you!

2 READY, SET, RECONCILE!

We make bank reconciliation easier than ever. Our reconciliation reports group your payments together in the same way they deposit to your bank. No more adding and subtracting, simply match the report with your bank statement and general ledger. That's it!

3 FOCUSED ON PEOPLE

Your customers are important to us. While it's easy for them to view their bills online and make payments, sometimes they have questions and just want to talk to someone. Our highly-rated Customer Support Team is always a phone call, or email, away. That's right, we still pick up the phone, which seems to be a dying art these days. You and your customers are not a burden to our work; you are the focus of it!





INTEGRATED SOLUTIONS

- eBilling
- Online Payments: Credit, Debit, and eCheck
- Guest Checkout
- Mobile App Payments: iOS and Android
- Pay by Text
- Phone Payments: IVR and Operator Assisted
- Online Registration and Payment Forms
- Bank Bill Pay Consolidation
- Remote Deposit (Check Scanning)
- Lockbox (Mailed Payments)
- Payment APIs

BENEFITS FOR YOUR CUSTOMERS

- Self-Service Portal
- Paperless Billing
- Auto Pay
- One-Time Payments
- Scheduled Payments
- Notifications: Text and Email
- Exceptional Customer Support: Phone and Email, English and Spanish

Simple and Effective Tools

BENEFITS FOR YOU

- Point of Sale Payments
- All Receipt Types:
 - Utility Bills
 - Licenses
 - Permits
 - AR Invoices
 - Court Citations and Fines
 - Property Taxes
 - Sales Taxes
 - Recreation
 - And anything else you've got!
- Real-Time Reports
- Real-Time Integrations
- Marketing Assistance
- Exceptional Customer Support: Phone and Email, English and Spanish

Wish we had something you aren't seeing here?
Ask us, it may already be on its way!



WE ARE AUTHORIZED AND SECURE

Our innovative online payment system is an authorized payment gateway for the country's leading financial software providers.

Xpress Bill Pay undergoes rigorous audits and control procedures to ensure reliability and security. We are both PCI Level 1 Compliant and SSAE 16 SOC1 certified.



Our customers would like a word with you...

"Xpress Bill Pay has been the easiest part of our billing transition. Our trainer was absolutely wonderful. I would highly recommend it to any company. Very user-friendly and excellent customer service. We LOVE Xpress Bill Pay."

Michelle

Kentucky Frontier Gas, **KY**

"We have had great success integrating Xpress Bill Pay with our accounting software, providing a valuable service to our customers, as well as, great internal reporting for staff. Xpress Bill Pay has provided great and personable customer support always in a timely manner. We expect our long relationship with them to only continue."

Brian

Snyderville Basin Water Reclamation District, **UT**

"The Xpress Bill Pay support teams take time to fully answer questions. They are very patient with my team, as well as our customers. They know their software, and even know my accounting software. Xpress Bill Pay is always so helpful!"

Riley

Kearns Improvement District, **UT**

"When we first started taking credit card payments online, we went with one of Xpress Bill Pay's competitors and found their service to be less than desirable. When we switched to Xpress Bill Pay, we saw a huge number of our customers begin to use their services. We are extremely pleased that we made the switch to Xpress Bill Pay."

Crystal

Willcox City, **AZ**

"Xpress Bill Pay has been awesome to work with. They have great customer service and are always there to answer any questions we may have. Their features are easy to use, and it sure makes reconciliation easier than other companies we have used in the past. They are always striving to make work easier for their customers - great company!!!"

Jody

Stansbury Park Improvement District, **UT**

"We absolutely LOVE Xpress Bill Pay. It takes care of so much that it allows us more time to focus on other areas of work. The customer service at Xpress Bill Pay is great, always helpful, always courteous, and with fast response times. We've used Xpress Bill Pay for a couple of years now and my staff and I still comment to each other about how great it is to have!"

Sarah

City of Jefferson, **OR**

"I appreciate the ease in which Xpress Bill Pay's daily and monthly balancing procedures interface with our accounting software like a glove. It is a perfect fit!"

Janey

Town of Silt, **CO**



We're different...let us show you! View a free demo!

demo@xpressbillpay.com | 800-768-7295 ext. 3

xpress
BILL PAY

Learn more at www.xpressbillpay.com

Instructions for First Time Users

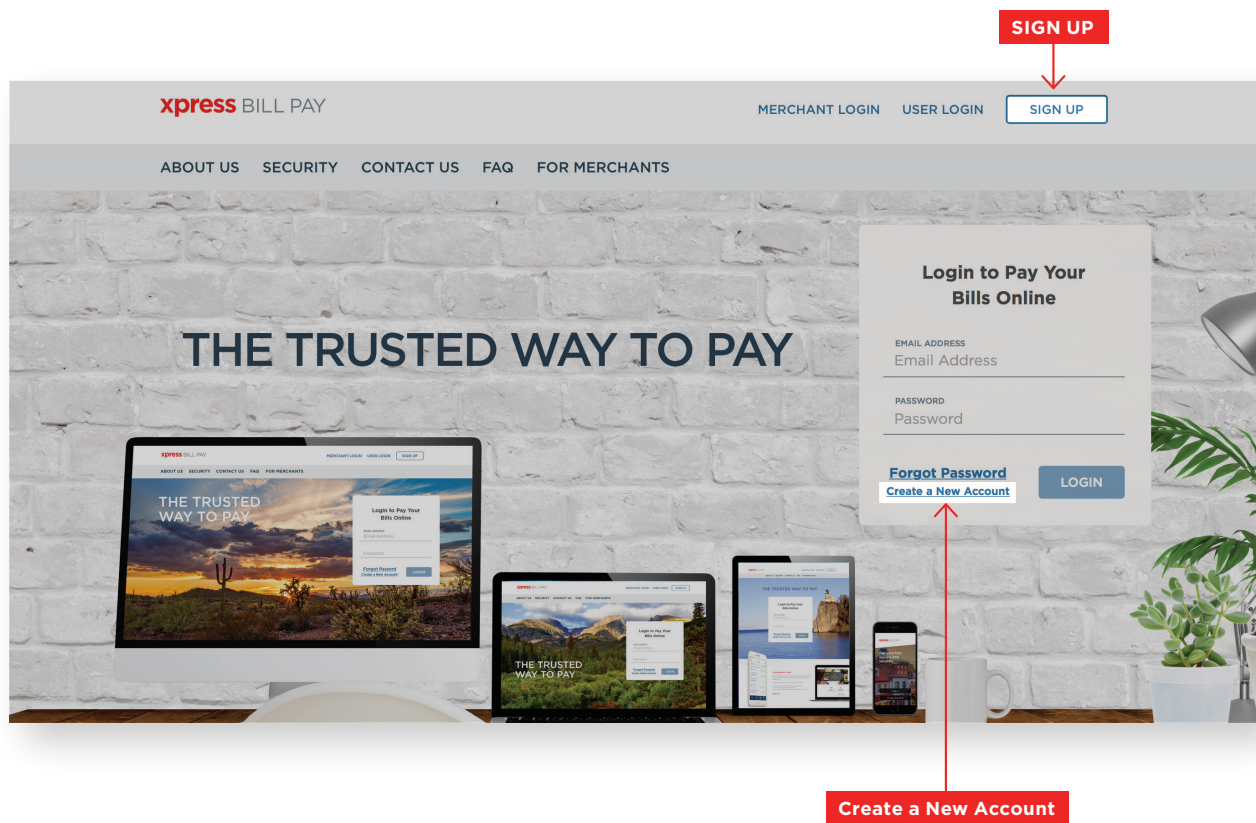
STEP 1: Go to www.xpressbillpay.com

You probably arrived here via a link from your billing organization's website. Perhaps you are here because you received a mailer with your bill informing you that this new service is available to facilitate the payment of a bill online.

Whatever the reason, this instruction set is designed to help you create a secure login, link a bill for

display each time you log in, and walk you through the payment process. Other features are available, including Auto Pay, bill history, payment history, etc. These additional features are covered in other documents.

Let's begin at our home page by selecting the **"SIGN UP"** button at the top of the screen or **"Create a New Account"** from the login box.



CONTINUE TO STEP 2



STEP 2: Set Up New Account Information

Fill in the email address and password fields and click **“NEXT.”** Certain browsers require verification that you are not a robot. If your browser requires this, an “I’m not a robot” step will show here as well.

xpress BILL PAY

MERCHANT LOGIN USER LOGIN SIGN UP

ABOUT US SECURITY CONTACT US FAQ FOR MERCHANTS

THE TRUSTED WAY TO PAY

NEW TO XPRESS BILL PAY?
Create an Account to Pay Your Bills Online

EMAIL
jondoe@gmail.com

CREATE A PASSWORD
Create a password

CONFIRM YOUR PASSWORD
Confirm your password

Please enter a password that:

- is at least 7 characters long
- contains at least one alpha character
- contains at least one number
- does not contain any spaces
- is less than 30 characters long

☒ I'm not a robot

reCAPTCHA
Privacy - Terms

Already a Member? [LOGIN](#) → [NEXT](#)

Fill in the form with all of the required information. Read the Terms and Conditions and the Privacy Policy. Select the box indicating that you have read and agree to the terms and conditions and privacy policy. When completed, select **“NEXT.”**

ACCOUNT TYPE
Personal

FIRST NAME
John

LAST NAME
Doe

PHONE
(123) 456-7891

ADDRESS
123 Any Street

CITY
Anytown

STATE/PROVINCE
Arizona

ZIP/POSTAL CODE
85253

Terms and Conditions:
Please read the Terms & Conditions and Privacy Policy. They contain important information concerning the privacy and security of your information. You must agree to the Terms & Conditions and Privacy Policy to continue.

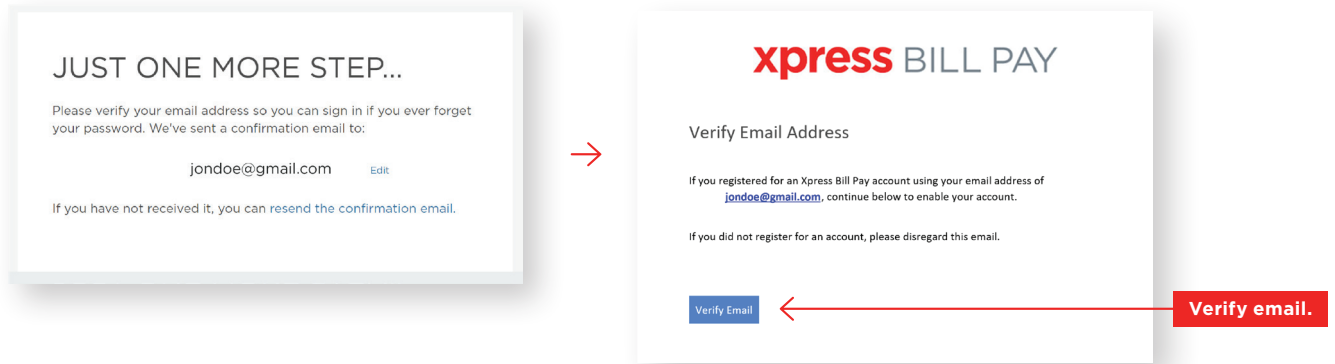
☒ I have read and agree to the Terms & Conditions and Privacy Policy

[NEXT](#)

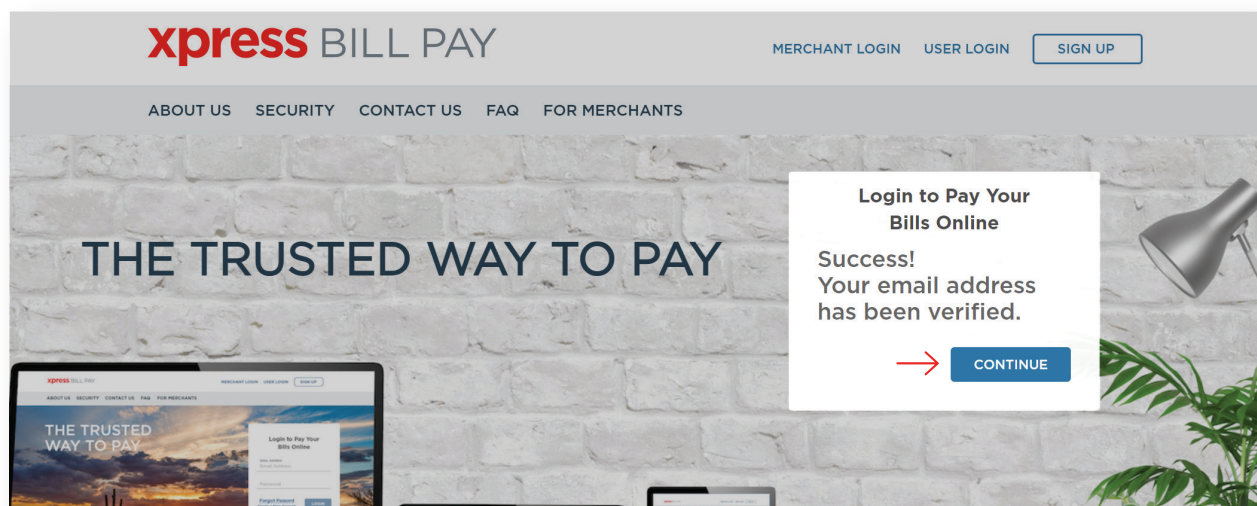
CONTINUE TO STEP 3

STEP 3: Secure Verification

Next, you will need to verify your email address. Please log into your email account and open the email with the following subject line, “Verify email address for Xpress Bill Pay” from noreply@xpressbillpay.com.



After opening the email, click the
“Verify Email” button.



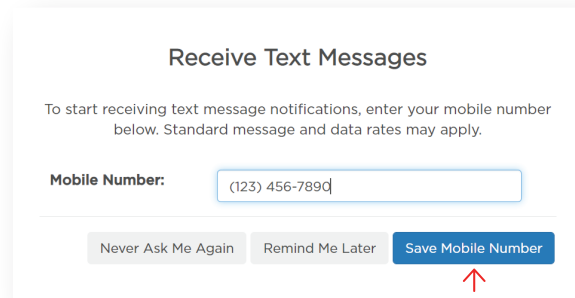
After clicking the “Verify Email” button, you will be automatically redirected to the screen above. Please click **“CONTINUE”** to log in to your new Xpress Bill Pay account.

CONTINUE TO STEP 4

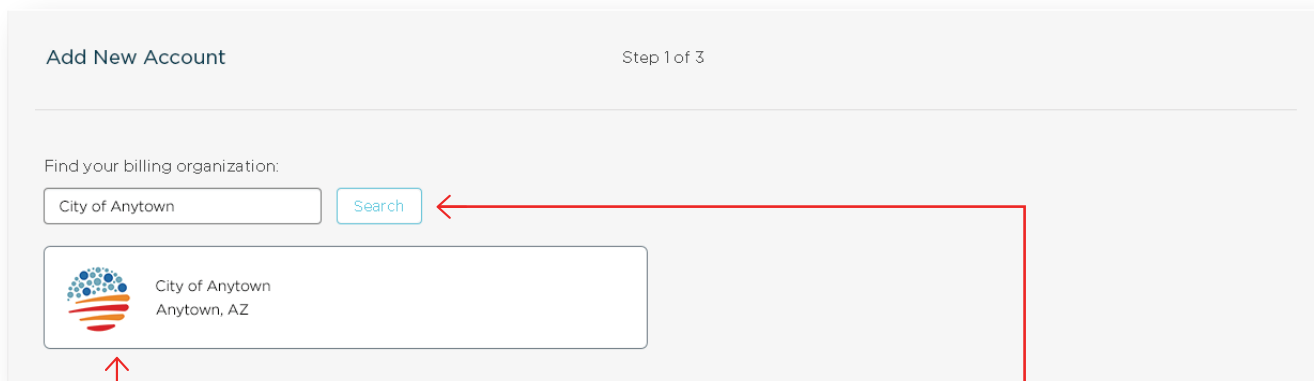


STEP 4: Receive Text Messages

After your email address is verified, you will see a pop-up window titled **“Receive Text Messages.”** If you would like to start receiving text messages regarding your account, please enter in your mobile number and select **“Save Mobile Number.”** By opting in, you will receive messages regarding your statements, payments, and Auto Pays (if applicable), as an additional option along with email notifications. You can edit your notification preferences in your Account Settings.

**STEP 5: Locate Billing Organization**

Xpress Bill Pay allows you to view and pay multiple bills to multiple billing organizations with an easy-to-use interface. In order to do so, you will need to link each bill to the Xpress Bill Pay login you just created. The following steps will need to be repeated for each bill you'd like to view and pay online.



Once you see your organization, select to continue.

Select your city or billing organization from the list of organizations on the page.

If your organization is not listed, type the name in the field below **“Find your billing organization”** and select **“Search.”**

CONTINUE TO STEP 5

STEP 6: Locate Account

Enter the requested information on the **“Add New Account”** screen. You are required to enter your billing account number and the last name or business name exactly as it appears on the bill that you have previously received. Then, select **“Locate Account.”**

→ Add New Account Step 2 of 3

Enter the following information as it appears on your City of Anytown bill:

Bill Type ☒ Utility

Account Number ← Enter Information

Last Name or Business Name

← Back Locate Account ← Locate Account

When the account is located, the information concerning the account is displayed. Please verify that your information is correct.

ADD ACCOUNT ACCOUNTS AUTO PAYS XPRESS WALLET HISTORY

Add New Account Step 3 of 3

Utility Account # 12345 for City of Anytown

BILLING ADDRESS
DOE, JON
123 ANY STREET
ANYTOWN, AZ 85253

SERVICE ADDRESS
123 ANY STREET
ANYTOWN, AZ 85253 ← Verify information

Paperless Option → ☐ Opt in for Paperless

← Back Add Account ← Add Account

If you would like to opt in for paperless billing, check the box labeled **“Opt in for Paperless.”** By checking this box, you will not receive paper statements via mail.

Add New Account Step 3 of 3

Utility Account # 12345 for City of Anytown

This account already has a payer. You can add yourself as an additional payer or take over payments from the previous owner.

Take over payment Add me as a payer ↑

Enter the following information to verify the account

Service street address as it appears on the current bill

Enter street address

Amount due on the current bill

Enter amount due

The existing payer will be notified that you are being added as a payer on this account.

If the account information matches, select **“Add Account.”** If the account information does not match, select **“Back.”**

If the account already has a payer, (or in other words, if another Xpress Bill Pay user is linked to the same billing account you are attempting to add) the following window will appear. This typically happens in a landlord/tenant relationship, or if the previous owner did not unlink the account. You can either take over the payment, or add yourself as a payer. In both scenarios, the previous payer will be notified. If you are unsure how to proceed, please contact your billing organization or landlord.

CONTINUE TO STEP 6



STEP 7: Manage Accounts

You have now successfully linked your first account to your new login. If you would like to set up an Auto Pay for this account at this time, select **“Set up Auto Pay”** and follow the step-by-step interface. If not, click, **“Not Now,”** and you will be taken to your main account page. You will always be able to set up an Auto Pay at a later time. If you would like to link additional bills to your Xpress Bill Pay login, simply click the **“ADD ACCOUNT”** option and repeat Steps 5-7 for each additional bill you’d like to add. As you add more accounts, they will all be listed on your **“ACCOUNTS”** page.

ADD ACCOUNT ACCOUNTS AUTO PAYS XPRESS WALLET HISTORY

Add New Account Step 3 of 3

YOU HAVE SUCCESSFULLY ADDED YOUR ACCOUNT!

Now that Utility Account # 12345 for City of Anytown has been added, would you like to set up auto pay now?

Not Now **Set up Auto Pay**

Set up Auto Pay

xpress BILL PAY Jon Doe

ADD ACCOUNT ACCOUNTS AUTO PAYS XPRESS WALLET HISTORY

City of Anytown
 789 City Hall Street
 Anytown, AZ 85253
 (987) 654-3210
 utilities@anytown-az.gov
 Monday - Friday 7 am - 6 pm
 Enter a nickname
 Remove Account

Auto Pay (Off) Edit
 Paperless (Off)

Have your bill paid automatically each month with Xpress Bill Pay's hassle-free Auto Pay feature.

Description	Read Date	Prev Reading	Present Reading	Total Usage
EL	12/8/2020	51,456	51,702	246
WA	12/8/2020	990	991	1,000

Past due balances are due immediately upon receipt of your statement. Accounts with unpaid past due balances are subject to late fees and disconnection. If services are disconnected, your account must be paid in full plus an applicable reconnection fee for your services to be restored.

Account Information

Account Number: 12345
 Account Type: Utility
 Due Date: 1/10/2021
 Select Billing Period: 12/15/2020~

Amount Due:
\$68.03

MAKE A PAYMENT \$68.03
 Pay custom amount

Total Charges

Category	Amount
ELECTRICITY	\$21.55
WATER	\$10.66
SEWER	\$12.13
GARBAGE	\$7.30

Make a Payment

The image above shows the online representation of your bill. To begin paying your bill, select, **“MAKE A PAYMENT”** and you will be taken through the cart checkout process.

CONTINUE TO STEP 7

STEP 8: Cart Checkout

If this is the only bill you would like to pay, select **“Proceed to Checkout.”** If there are additional bills you wish to pay, select **“Add More Bills to the Cart.”**

« Back to Bills

Bill Cart

Cart Contents

City of Anytown
Utility
123 ANY STREET
ANYTOWN, AZ 85253
Remove | Full Amount

ACCOUNT #: 12345 DUE: 1/10/2021 AMOUNT: 68.03

Remove All | Add More Bills to the Cart

Add More Bills to the Cart

Cart Summary

Total Amount: \$68.03

☒ PAY NOW
☐ SCHEDULE PAYMENT ON

Proceed To Checkout

Proceed to Checkout

If you wish to schedule a one-time payment for a future date, select a date, and then select, **“Proceed to Checkout.”**

Total Amount: \$68.03

☐ PAY NOW
☒ SCHEDULE PAYMENT ON

Dec 31, 2020

Select a Date

Proceed To Checkout

Proceed to Checkout

When you select **“Proceed to Checkout,”** you will be able to choose which type of payment method you wish to use. You can pay using an electronic funds transfer from a checking or savings account, or using a credit/debit card. Note: Payment Method options may vary depending on which methods your billing organization accepts.

« Back to Cart

Checkout

Payment Options

Accepted Pay Method(s)

☒ eCheck ☒ VISA ☒ MASTERCARD ☒ DISCOVER ☒ AMERICAN EXPRESS

Select Pay Method

Select Pay Method

Select Pay Method

Receipt Options

Email jondoe@gmail.com

+ Add New Email

Payment Details

Payment Amount: \$68.03

Please select a pay method.

Review and Confirm

CONTINUE TO STEP 8

STEP 9: Cart Checkout: Payment Methods

After selecting “Add Payment Method” from the **“Select Pay Method”** drop-down, enter the information for each field.

BANK ACCOUNT

Checkout
Payment Options

Accepted Pay Method(s)

Select Pay Method

Add New Payment Method

Select Payment Type

Bank Account (Recommended)

Routing Number

Account Number

Billing Information

First Name

Last Name

Billing Address

City

State

ZIP

Province

Contact Information

Phone Number

Email Address

Payment Amount: \$68.03

Confirm

Review and Confirm

Contact Info

If you select to pay with a checking bank account, please be certain to enter the routing number from a check.

CREDIT/DEBIT CARD

Checkout
Payment Options

Accepted Pay Method(s)

Select Pay Method

Add New Payment Method

Select Payment Type

Credit/Debit Card

Card Number

Name on Card

Expiry Month

Expiry Year

Security Code

Billing Information

First Name

Last Name

Billing Address

City

State

ZIP

Province

Contact Information

Phone Number

Email Address

Payment Amount: \$68.03

Confirm

Review and Confirm

Contact Info

When paying with a credit or debit card, please be certain to verify the billing address.

Once all of the fields are completed, select **“Confirm.”**

When you add an email under the **“Contact Information,”** please note that a copy of your receipt will be sent to that email once your transaction is complete.

CONTINUE TO STEP 9



STEP 10: REVIEW & CONFIRM

Once your payment method has been selected and all fields are completed, select **“Review and Confirm.”**

Payment Details

Payment Amount:
\$68.03

↓

Review and Confirm

Review the entered information, and if all is correct, select **“Submit Payment.”** If you need to edit some information, select, **“Back to Checkout”** in the top left-hand corner.

« Back to Checkout

Review & Confirm

Payment Information

Items	Amount
City of Anytown Utility for #12345 at 123 Any Street	\$68.03
Statement Total	\$68.03

Submit Payment

By clicking Submit Payment, you are agreeing to pay the above amount.

Billing Contact Information		Payment Details		Edit
Billing Name:	Jon Doe	Payment Type:	Bank Account	
Billing Address:	123 Any Street Anytown, AZ 85253	Payment Nickname:	Home	
Billing Phone:	(234) 567-8901	Routing #:	****0021	
Account Number(s):	12345	Account #:	****4321	

Receipt Options Edit

Email: jondoe@gmail.com

ABOUT US SECURITY JOBS FAQ CONTACT US PRIVACY POLICY FOR MERCHANTS

STEP 11: : PAYMENT RECEIPT

With a successful payment, a green **“SUCCESS!”** message will display. If the payment is unsuccessful for any reason, you will receive a message stating why the payment was unsuccessful. You may print or download the receipt for your records by clicking the printer or download images in the upper right hand corner. You may also select **“Back to Home”** to be returned to the **“ACCOUNTS”** screen, or you can select **“Pay Another Bill.”**

« Back to Home ←

🖨️ 📄

SUCCESS!

Your payment has been submitted.
Here is your receipt.

12/23/2020 1:19 PM
JON DOE
Confirmation Number: 91445299

Item	Amount
City of Anytown Account Number: 12345 Transaction Number: 139357056XA	\$68.03
Total	\$68.03

Pay Method: ANY BANK NA*****4321

An email receipt was sent to jondoe@gmail.com.

Pay Another Bill ←

Why Use Xpress Bill Pay?

Xpress Bill Pay integrates with your Caselle software from beginning to end to reduce errors, save you hours of mundane manual data entry, and ensure that all transactions are easily reconcilable at the end of the month.

Xpress Bill Pay and Your Customers' Experience

The Xpress Bill Pay customer interface is designed to make online bill pay easier than ever before to encourage and increase customer usage. We know the more customers you have using Xpress Bill Pay, the more convenient your life will be.

Your customers have two options for making payments: Guest Checkout and Account Creation.

Guest Checkout:

Customers that prefer a quick checkout process may choose to pay using our Guest Checkout option. With Guest Checkout, your customers will simply enter their name and account number, view their billing information and amount due, and then make a payment. During the process they will have the ability to stay opted in for future email notifications. If they remained opted in for future email notifications, then they will receive an email the next time they are billed by your organization. The email will tell them their due date and amount due. The email will also have a link that will take them right into the Guest Checkout portal with their account information and balance due already displayed and ready for payment. It's a quick way for your customer to make their payments without ever having to create an account.

Account Creation:

For those customers interested in additional features, they can quickly create an Xpress Bill Pay login. New customers will be prompted to provide all the information necessary to create their account.

After entering the required information, a unique Xpress Bill Pay account will be created and they will be logged into the system. Once logged into Xpress Bill Pay, your customers will have many easy-to-use features available to them:

View & Pay eBills: Your customers will be able to view a real-time online statement, displaying such information as: account number, due date, descriptions of services provided, breakdown of charges, mid-cycle billing adjustments, total amount due, usage graphs, and announcements that may also be showing on their paper bill. Paying the bill is a simple process. Customers can make a full or partial payment using a credit card, debit card, checking account, or savings account. Additionally, they can choose to pay immediately or to schedule payment for a future date, and receive notification, along with a unique transaction number, once the payment is processed. Your customer may then print the receipt, however, a receipt is automatically emailed and/or texted to them by the Xpress Bill Pay system.

Auto Pay: This is one of Xpress Bill Pay's most popular tools. Auto Pay ensures that payments are made on-time, every time. Most customers don't want the hassle of remembering to log in and pay their bill each month. Auto Pay allows your customer to have their bills automatically paid each billing cycle using their preferred payment method. When Auto Pays are processed, a receipt is automatically emailed and/or texted to the customer by the Xpress Bill Pay system.

Saved Payment Methods: Your customers will be able to save their payment information for future use. Once their payment method(s) are saved, they can easily edit or delete their payment information. All payment information is encrypted and stored by Xpress Bill Pay on our PCI Level 1 fully compliant system. Your organization will not be storing any payment information.

Paperless Billing: You can save money and time by allowing your customers to opt in for paperless billing. They are able to opt in for paperless billing when setting up their new account. However, they are able to change the status at any time through their account. Whether they are signed up for paperless or not, customers can receive email and/or text notifications with each new billing.

eBill History: Customers have the ability to view detailed billing history for the past 24 months. Your customers can reference their ebill history at any time.

Transaction History: All transaction details are saved in an encrypted format by Xpress Bill Pay. Your customers can reference their transaction history for the past 24 months at any time.

Manage Multiple eBills: Some customers have multiple billing accounts with your organization. Our Add Account tool will allow your customers to add multiple billing accounts to their Xpress Bill Pay account and pay all their bills from a single login with a single transaction if desired.

Notifications: Customers can receive alerts concerning their Xpress Bill Pay account. They can receive email and/or text notifications when new bills become available online, Auto Pays are scheduled, payments are scheduled, payments are successfully processed, payments are declined (along with the reason for the decline, i.e. – card has expired), and when credit/debit cards will be expiring soon or when they have expired.

Customer Support: If your customers have any questions about how to use the Xpress Bill Pay system, they can contact us directly! A phone number and an email form are provided, allowing them to contact an Xpress Bill Pay Customer Service representative. We'll handle their questions and provide them with technical support, so you don't have to.

Mobile options: The Xpress Bill Pay website has been optimized for mobile use. Customers that choose to access the site from their mobile browser will find the same great features in a format conducive to mobile use. However, we also have an iOS app and Android app available for free download. Our app allows your customers to view their billing charges, make one-time payments, schedule Auto Pays, manage stored payment information, and much more.

Xpress Bill Pay is focused on providing your customers with a powerful, yet simple online bill payment experience to encourage and increase online payments, freeing up your time to work on those other projects that so often seem to fall by the wayside.

Xpress Bill Pay and the Administrator Experience

Our Xpress Bill Pay Administrator Interface was developed by working closely with city and county governments to better understand the challenges you face. We've developed tools and reports to simplify your workload and make your office run more efficiently.

We know that the number one priority of a billing office is to put the money in the till. While we know that our easy-to-use website will encourage many of your customers to pay their bill online, we do realize that some customers will still prefer to pay over-the-counter or over-the-phone. We've given you the billing tools you need to make this as simple as possible:

Receipt Payment: To receipt a payment over-the-counter or over-the-phone, simply locate the customer's account, verify the real-time billing information, collect the credit card, debit card, checking account, or savings account information, and process the payment. After the payment is processed, you are able to print or email the receipt. It's that simple! Plus, we can receipt payment for anything (not just utilities), and all payments fully integrate and post back to Caselle.

Send Payment Links: Whether at the counter or on the phone, you can easily text or email any customer a secure payment link while you're talking to them. They can then access the link from their mobile device or computer, view their balance due, and quickly make their payment without ever creating an account. Their payment will then immediately post to their account in real-time.

Auto Pay Management: This tool offers various functions and reports for managing Auto Pays. You are able to search and edit existing Auto Pays, view a report of all credit cards that will be expiring soon, and setup new Auto Pays for customers that may not have access to an internet connection to access Xpress Bill Pay's website. As an administrator you will be able to setup your customer's accounts to be automatically paid each billing cycle from their preferred payment method. Auto Pay ensures that your customers make their payment on-time, every time with very little hassle to the customer or your staff.

Reports: Xpress Bill Pay offers extensive real-time reports to help your organization improve transaction management, analyze customer data, and simplify the bank reconciliation process.

The Unsettled & Settled Transaction Reports are real-time reports showing transaction data the moment the transaction is processed. Various search filters allow you to narrow your search to find any specific transaction. When necessary, voids and refunds can be processed from these reports.

The Department Details Report breaks down receipted payments into different categories, if you are receipting payments for multiple departments or items.

The User Till Report shows receipted payments categorized by the Xpress Bill Pay user that took the payment.

The Reconciliation Report is perhaps the most important of all the tools and features offered by Xpress Bill Pay. The Reconciliation Report was designed to show you the breakdown of your online payments in the same way they deposit to the bank – no more adding and subtracting, simply match the report with your bank statement and your Caselle General Ledger.

The Customer Report shows all of your customers that have created an Xpress Bill Pay account, as well as the options they've chosen, such as paperless billing and Auto Pay.

Data Integration:

Caselle and Xpress Bill Pay can exchange payment and billing information in either a real-time or a daily batch process, depending upon whether or not you have Caselle's Utility Billing and Cash Receipting web services.

Real-time Integration: If you're using Caselle's Real-time web services, then payments post into Caselle the moment they are processed by Xpress Bill Pay. Additionally, all new billings and mid-cycle billing adjustments are displayed on Xpress Bill Pay in real-time at the moment a customer views their online statement. Both systems stay in-sync in real-time.

Daily Batch Integration: If you don't have Caselle's Real-time web services, then integration would occur via a daily batch process called Process Online Payments. When you run the Process Online Payments feature in Caselle, all new data regarding bills, mid-cycle billing adjustments, and payments are exchanged and updated between Caselle and Xpress Bill Pay.

Send Email Notifications: Whether sending out a periodic newsletter or trying to get out an urgent message, our Send Email Notifications tool will allow you to contact all of your Xpress Bill Pay customers with one quick email. Additionally, you can send an email out to a specified group of customers. We have premade email groups available for you to choose from, such as those from a specific billing cycle, those signed up for paperless billing or Auto Pay and those not signed up for paperless billing or Auto Pay. You are also able to create your own group by importing emails directly into the tool.

The Xpress Bill Pay Administrator Interface was designed to take the hassle out of accepting online payments. All the tools you need to receipt payments, generate reports, provide customer support, and reconcile your books in a timely manner are made available to you in a simple and intuitive interface. And most importantly, it's all fully integrated with your Caselle software!

Additional Services

In addition to online payments, Xpress Bill Pay also offers other integrated payment solutions:

Online Banking Consolidation (Bank Bill Pay): Are you still receiving paper checks from the online banking community? Xpress Bill Pay can receive online banking transactions electronically, correct any errors, and import the transactions directly into your Caselle software, eliminating the need to manually enter another stack of paper checks from the online banking community ever again.

Phone Payments: Offer your customers the convenience of making their payment over the phone through Xpress Bill Pay's Live Operator Payment Center or through an automated attendant with Xpress Bill Pay's Interactive Voice Response (IVR) service. Both options are available in English and Spanish.

Pay by Text: Your customers are able to pay their utility bill by simply responding "Pay" to their text message notifications.

Integrated Remote Deposit: Save yourselves additional time and hassle by converting paper checks to electronic transactions. Electronic payments process sooner than traditional paper checks. Get your money faster and get the transaction data automatically posted to your Caselle software with fewer errors in just a fraction of the time. These payments are available to view on Xpress Bill Pay with scanned check and stub images.

Lockbox: All mailed payments can be receipted by Xpress Bill Pay's Payment Processing Center. At the end of the day, all transaction data will automatically post to Caselle. These payments are also available to view on Xpress Bill Pay with scanned check and stub images.

Forms Builder: Are you interested in allowing customers to pay miscellaneous receipts (i.e. – non-billed items) online? No need to incur expensive development costs and lengthy timelines, with the Xpress Forms Builder you and your staff will be able to build any custom form, registration, or survey you can think of. The forms you build will be able to incorporate calculations, conditional formatting, multiple receipt options, and file uploads. With its easy drag-and-drop design, you can create any fill-in-the blank form and put it on your website in minutes!

APIs: Our APIs allow Xpress Bill Pay to integrate with any of your other 3rd party softwares for payment processing. Our APIs allow us to become the link which integrates any other software vendors with your Caselle software!

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



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www.hortonvillewi.org

ADMINISTRATION

clerktreas@hortonville.wi.gov

June 6, 2024

LICENSES

- Issued dog licenses – 14 total May
- Liquor license renewals
- Cigarette license renewals
- Operator License renewals – 41 to date

ELECTIONS

- Notified of Special Election for District 8 Congressional District on November 5, 2024
- Outagamie County Clerk has resigned
- Absentee Ballot requests on file must be mailed by June 27
- Submitted ballot quantity needs with Outagamie County for the August 13 Partisan Primary

WEBINARS/ZOOM MEETINGS/TRAININGS

- Weekly Department Head Meetings
- Weekly Staff Meetings
- WEC/Department of Homeland Security/DOJ – Threats to Election Officials Webinar May 20
- Narcan Training – May 29
- Clerks, Treasurers, and Finance Officers institute (Zoom) June 5-6

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
- Received Draft copies of audit from Hawkins Ash to approve
- Received \$20,000 donation from Oshkosh Area Community Foundation

PUBLICATIONS

- Publish Liquor Licenses

PUBLIC RECORD REQUESTS

- SmartProcure Paid Invoice Report

OTHER

- Village Board agendas & packets, committee agendas
- Village Board minutes, committee minutes
- Other Committee/Commission meeting agendas & minutes as needed
- Completed Real Estate Requests – 8 total May
- Completed new address for Underdog Storage
- Completed the Local Road Certification Survey

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6/6/2024 Director of Public Works Report

Meetings attended:

- Staff meetings
- Department head meetings
- BOLD meeting 5/20 for approval of Watershed Planning Project
- NWS Green Bay Severe Weather Meetings 5/21
- Site Visit with McMahon Engineers to confirm layout changes in Wellhouse 2
- Bid Discussion with Parkitecture for Alonzo Park Splash pad
- Meeting with GEI consultants about potential grant funding opportunities for the Village and BOLD
- Meeting with Ayers to review downtown concepts prior to public info meetings.
- Meeting with wetlands consultant to review potential wetland areas in and around Otto Miller Park
- GIS staff Training meeting with MSA
- Public Meeting with Ayers and Associates to discuss potential areas behind downtown concepts with downtown business owners.
- Public Meeting with McMahon and Associates to discuss potential concepts in front of downtown business with downtown business owners.

Current and past projects include:

- Contract for construction management with MSA for North Mill Street project, kick-off meeting to be scheduled in next few weeks.
- EOR contract for watershed management for Black Otter Lake approved at BOLD Meeting 5/20.
- June 12 Date set for Splash Pad Final Design to go out to bid.
- Hwy 15 project design meetings downtown business owners completed, looking for draft construction plan set for downtown shortly.
- Wetland delineation for Otto Miller Park masterplan was completed last week of May.
- Ayers and Associates meeting with business owners behind the downtown areas planned was completed 5/30.
- Village wide crack-filling was completed in May.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Steber', is positioned above the printed name.

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—May 17,- June 6, 2024

Community Programs

- Assisted with the Memorial Day Parade w/American Legion Post 55

Training and Department Meetings

- Department head meetings
- Attend Highway 15 weekly meetings.
- Sgt Bahr, Ofc Sweeney, Krissy and I attended a Narcan recertification course
- Attended local Chief Meeting

Misc Information

- I contacted Outagamie County Highway Department Michael Mormans and asked to have an additional 25 mph speed limit sign, northbound, place to the south of the bi-pass and N. Olk St. That has been completed.

Village Board of Trustees Meeting- June 6, 2024

Library Director's Report

- Personnel Update

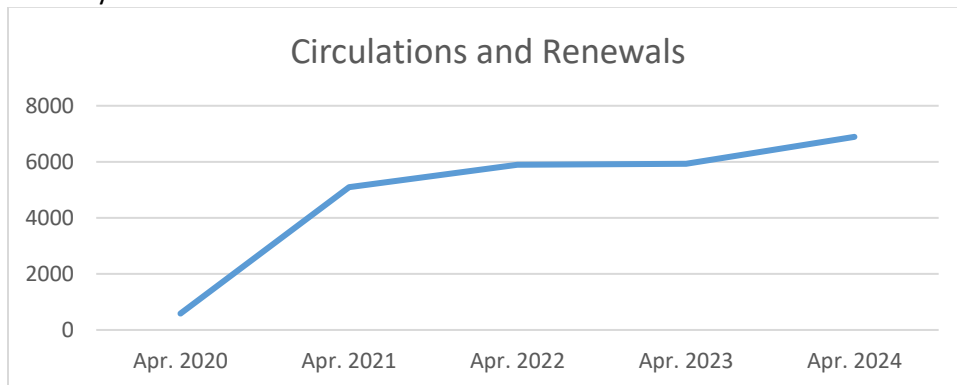
- Part-time, summer-only, Library Assistant position filled- new employee start date TBD
 - Position runs June 3- August 16

- Programming

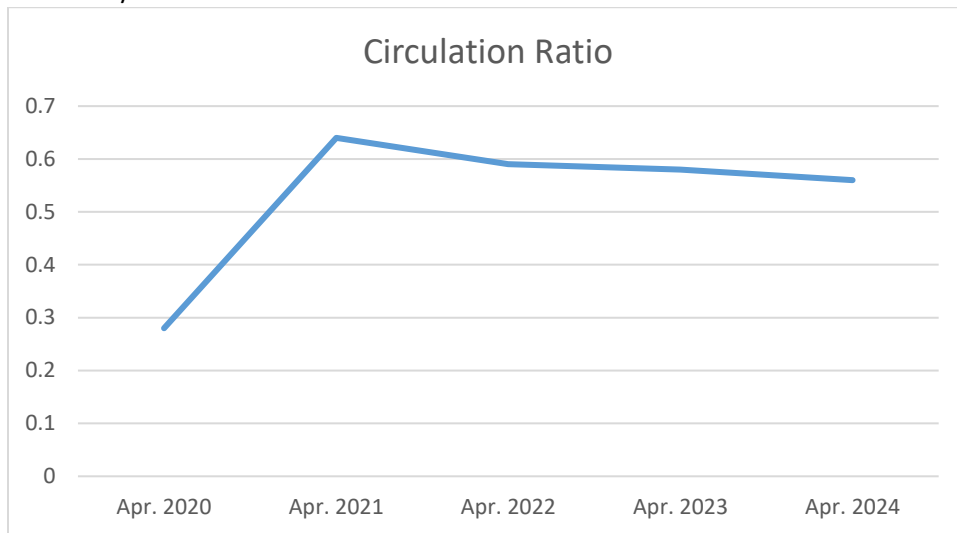
- WI State Park Passes
 - Good for any state park in 2024
 - One-day admission, applicable to one vehicle- does not apply to camping because it's a one-day admission
- InfoSoup Road Trip
 - Runs from Memorial Day to Labor Day
 - Visit the libraries in our two systems- OWLS & Nicolet- to win prizes
- 2024 Summer Library Program- brochures available in the library
 - Greenville Farmers Market
 - HASD Reads
 - Tween Science Explorers
 - Jr. Science Explorers
 - On the Road Story Time
 - **Escape Rooms**
 - **Pet Parade**
 - **Kick-Off Carnival**
 - **Snake Discovery- visiting us from Minneapolis, MN**
 - **Randy Peterson- kids musical guest**
 - Fenway Farms
 - Timber Rattlers- Fang
 - Mini Makers
 - Bingo
 - Bulk Priced Food Shoppe- DIY ice cream
 - Book swaps- and more

- Statistics

- Monthly Year-to-Date Circulation



- Borrower/Lender Ratio



For every book we receive to fill a hold, we should be sending one out to fill a hold elsewhere. Our ratio should be 1.0 for that reason. As it stands, we bring in more items from other libraries to fill holds here than we are sending to fill holds out there. One solution to being more compliant in our resource sharing policy is adding more items to our collection. Item purchases help immensely in this compliance. When the budget increases in the materials lines yearly, this in turn helps with the sharing compliance.

- Ongoing Projects & Miscellaneous

- Strategic planning
 - Covering 2025-2029
 - Currently in the writing phase
 - Capstone meeting- July 11
- Book sale on May 17 & 18- considerable success
- Collection development- acquisitions of new materials
- SLP Prep- lots of SLP prep
- Hiring process

- Meetings and Continuing Education

- Village-wide staff Narcan training on May 29
- Regular meetings: library staffing, programming, department heads
- AAC meeting- OWLS
- OWLS Directors meeting
- Strategic Plan meetings

2024

MAY

VILLAGE OF HORTONVILLE BUILDING PERMITS

Permit Number	Name	Address	Project	Estimated Proj. Cost	Permit Fee	Type
24-032	John Kujath	417 W Main	Fence Permit	23,580.00	45.00	Res
24-033	L&S Electric	726 Industrial Park Ave	Commercial Building Addition	1,346,075.00	1,525.00	Com
24-034	Bruce Meyer	414 S Nash	Remodel Bathroom/Laundry	18,000.00	160.00	Res
24-035	Kyle Tessen	716 Wildwind Dr	New Home	500,000.00	1,233.00	nsf
24-036	Kevin Griesbach	606 S Nash St	New Siding	22,000.00	50.00	Res
24-037	Emily & Ethan Budimlija	214 Gabriel Lane	16 x 20 Concrete Patio	4,500.00	40.00	Res
24-038	Bill Elder	215 Howard Dr	Roof Mount Solar System	47,400.00	80.00	Res
24-039	Jodi Jurkovic	302 W Main	Install New Window	2,500.00	50.00	Com
24-040	Jodi Jurkovic	302 W Main	Non-Lit Building Wall Sign	2,000.00	30.00	Res
24-041	Bernard Olk	142 Baake St	New 24 x 28 Garage	61,954.00	226.60	Res
TOTALS				2,028,009.00		

2023			2024		
Permit Types	Number of Permits	Project Cost	Permit Types	Number of Permits	Project Cost
residential total	11	79,672.00	residential total	7	179,434.00
new residential total	2	1,076,000.00	new residential total	1	500,000.00
multi-family total			multi-family total		
comm/ind total	3	715,788.00	comm/ind total	2	1,348,575.00
municipal, public total			municipal, public total		
Total	16	\$1,871,460.00	Total	10	\$2,028,009.00

Prepared by Village office staff